



## LINCOLN PARK PLANNING COMMISSION

July 14, 2021 at 7 p.m.

REMOTE MEETING VIA ZOOM

Call: 1 646 558 8656

Web: [www.zoom.us](http://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**
  - A. Site Plan Review: 1504 John A. Papalas – Marijuana Establishment
  - B. Public Hearing: 1504 John A. Papalas – Marijuana Establishment
  - C. Special Land Use: 1505 John A. Papalas – Marijuana Establishment
  - D. Site Plan Review: 1005 John A. Papalas – Marijuana Establishment
  - E. Public Hearing: 1005 John A. Papalas – Marijuana Establishment
  - F. Special Land Use: 1005 John A. Papalas – Marijuana Establishment
- VI. **New Business**
- VII. **Policy Review and Discussion**
  - A. Zoning Text Amendment: E-Commerce
- VIII. **Education and Training** (see July Planning Report)
- IX. **Reports from Department and Other Boards and Commissions**
- X. **Public Comments**
- XI. **Comments from Planning Commissioners**
- XII. **Adjournment**

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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 June 11, 2021, via Zoom for Lincoln Park, Michigan was called to order at 7:01 p.m. by Mr. Kissel, Commencing with the Pledge of Allegiance.

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

**ABSENT:** Briones

**EXCUSED:** Graczyk, Kissel

**ALSO PRESENT:** Elizabeth Gunden, John Meyers, Marlet Smith, Maureen Tobin, Scott Maynard, Richard Cherry, Joseph Loskill, Lilian Ross, Brian Wichersham, Randy Joaman

**APPROVAL OF MINUTES**

Moved by: Persinger to approve the minutes as submitted

Supported by: Duprey

**MOTION CARRIED unanimously**

**APPROVAL OF AGENDA**

Moved by: Persinger to approve the agenda as submitted

Supported by: Palmer

**MOTION CARRIED unanimously**

**NEW BUSINESS**

**(A) SITE PLAN REVIEW – 1079 – 1083 CHANDLER – PARKING LOT**

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. 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.

Proposed motion: 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.

Moved by: Persinger

Supported by: LoDuca

**MOTION CARRIED unanimously**

**(B) SITE PLAN REVIEW 1282 DIX Partial Conversation from Non-Conforming Use**

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.

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.

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.

**Discussion**

Moved by: Duprey

Supported by: Persinger

**MOTION CARRIED unanimously**

**(C) CONCEPTUAL REVIEW: 1504 JOHN A. PAPALAS – MARIJUANA ESTABLISHMENT**

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.

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.

This review is advisory only.

**POLICY REVIEW AND DISCUSSION**

ZBA LIAISON: Lot Size and Accessory Building – Mike Horvath is the liaison.

**EDUCATION AND TRAINING**

A. Elizabeth Gunden provided a planning report regarding several ongoing items including new map reads, new spirit mixture laws, and new grants available.

**REPORTS FROM DEPARTMENTS AND OTHER BOARDS AND COMMISSIONS**

Joe Palmer reported that a few buildings are moving forward with the Dangerous Building Board.

**PUBLIC COMMENTS**

**COMMENTS FROM PLANNING COMMISSIONERS**

Comments regarding Taco Bell and where it's at regarding its status.

**ADJOURNMENT**

Moved by: Persinger to adjourn

Supported by: Loduca

**MOTION CARRIED unanimously**

Meeting adjourned at 8:12 p.m.

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MICHAEL HORVATH, Secretary

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	July 14, 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 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	06/18/2021
A-100	Architectural Site Plan & Details	05/14/2021	06/18/2021
A-200	Floor Plan	06/18/2021	-
A-300	Exterior Elevations	06/18/2021	-
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.	318,079 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"> <li>• Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'</li> </ul>	Met
<ul style="list-style-type: none"> <li>• Architectural variety</li> <li>• Similar materials and entrances to buildings within 500'</li> </ul> 	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"> <li>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> </ul> <p><b><u>RETAIL UNIT (PHASE 1)</u></b>  <u>South Elevation (Front): 100% brick (759 sf / 759 sf)</u>          Brick: ~759 sf          Windows &amp; doors (exempt): ~141 sf          Total: ~900 sf</p> <p><u>North Elevation (Rear): 80% brick (610 sf / 760 sf)</u>          Brick: ~610 sf          Metal doors: ~150 sf          Total: ~760 sf</p> <p><b><u>CULTIVATION &amp; PROCESSING UNIT (PHASE 2)</u></b>  <u>South Elevation (Front): 100% brick (1,680 sf / 1,680 sf)</u>          Brick: ~1,680 sf          Windows &amp; doors (exempt): ~190 sf          Total: ~1,870 sf</p> <p><u>West Elevation (Front): 93% brick (1,951 sf / 2,103 sf)</u>          Brick: ~1,951 sf          Metal doors: ~152 sf          Total: ~2,103 sf</p> <p><u>North Elevation (Rear): 81% brick (3,918 sf / 4,830 sf)</u>          Brick: ~3,918 sf          Metal doors: ~912 sf          Windows &amp; doors (exempt): ~290 sf          Total: ~5,120 sf</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"> <li>Natural colors (bright for decorative features only) <i>Existing building is natural brick</i></li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Façade: &lt;100' uninterrupted</li> <li>If &gt;100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches</li> <li>All sides similar</li> </ul>	<p><b>Met</b></p>



Required	Compliance
<ul style="list-style-type: none"> <li>• Windows: vertical, recessed, visually obvious sills</li> <li>• Spaces between windows = columns, mullions, or material found elsewhere on the façade</li> <li>• Front facades &gt; 25% windows <i>Phase 1: ~16% windows (141 sf / 900 sf), Phase 2: ~10% windows (190 sf / 1,870 sf); Total: ~12% windows (331 sf / 2,770 sf)</i></li> <li>• Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	NOT MET
<ul style="list-style-type: none"> <li>• Main entrances: doors larger</li> <li>• 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></li> </ul>	Met
<ul style="list-style-type: none"> <li>• Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1</li> <li>• Rooflines &gt;100' = roof forms, parapets, cornice lines</li> <li>• Roof-top mechanical equipment screened by roof form. <i>Screening provided</i></li> </ul>	Met

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 12% 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**

*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 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	<b>Met</b>
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>27,727 sf / 1,000 = 28 spaces</i> <i>Projected 20 employees = 20 spaces</i> <i>Total = 48 spaces</i>	The existing parking lot has 234 spaces. There are 65 spaces surrounding the Phase 2 portion of the development	<b>Met</b>

	Required	Proposed	Compliance
<b>Parking Area Type C §1290.05</b>	Adequate means of ingress and egress shall be provided and shown.	Two existing ingress and egress points from John A. Papalas Drive.	<b>Met</b>
	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	<b>Met</b>
	Concrete curbs and gutters.	Existing concrete curbs and gutters.	<b>Met</b>
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, w/ bumper guards.	Does not adjoin residential property.	<b>N/A</b>
	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.	<b>N/A</b>

	Required	Proposed	Compliance
	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 motorist visibility on adjacent rights-of-way; Lighting height <25 ft.	Does not adjoin residential property; there does not appear to be any existing existing or proposed parking lot lighting.	N/A
	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**

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
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. The Lincoln Park Police Department has reviewed the proposal and has indicated 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.*

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 (10 count toward street landscaping requirements, 7 count toward parking lot landscaping requirements), 24 proposed shrubs.	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Proposed shrubs are located between road and parking spaces that face J. A. Papalas.	Met
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(318,079 sf * 0.1) = 31,808 sf landscaping</i> <i>30% redevelopment standard: 9,542 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>31,808 sf = 80 trees and 127 shrubs</i> <i>30% redevelopment standard: 24 trees and 38 shrubs</i>	22 existing trees in interior area, and 2 new trees proposed. 38 shrubs proposed.	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>	7 of the existing street landscaping trees may count toward the parking lot landscaping requirements.	Met
	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 has a masonry wall and lock.	Met
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	N/A	N/A

The proposed landscaping improvements will meet the 30% redevelopment standard.

**Items to be addressed**

None

## 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.*

New exterior lighting fixtures are proposed on all facades. The fixtures shine downward (shown in Exhibit B of the Project Narrative), and the photometric plan indicates that the proposed lighting meets the footcandle requirements of the Ordinance.

**Items to be addressed**

*None*

**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 (EGLE) offers guidance regarding hazardous materials and waste generated from growing and processing marijuana in the document, *Protecting Water Resources when Growing and Processing Marijuana*. Exhibit C of the Project Narrative provides a signed affidavit assuring compliance with the EGLE document.

Page 5 of the Project Narrative describes the types of waste and disposal details. There will be no waste generated from the retail location outside the norm of any typical retail business, and all cannabis products will be prepackaged. Any prepackaged product that expires or cannot be sold for any reason will be transferred to the production facility and compliantly destroyed. The Phase 2 Cultivation/Processing space wastewater will include separate plumbing to collect and treat all runoff prior to leaving the site in compliance with all regulatory bodies. Solid waste that includes minimal amounts of cannabis material will be ground up with other materials, such as soil, cardboard, and kitty litter until it is deemed unusable per state law. At that point, it will enter the normal waste receptacle for trash removal.

#### 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.*

	Required	Proposed	Compliance
<i>Setback</i>	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.	<b>Met</b>
<i>Performance</i>	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.	Ventilation and odor control methods provided in Exhibit D of the Project Narrative.	<b>Met</b>
<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.	<b>Met</b>
	The location from which a primary caregiver manufactures, stores, and distributes medical marijuana to a qualifying patient shall not be used by another primary caregiver for any purpose whatsoever.		<b>N/A</b>



	Required	Proposed	Compliance
	Except for marihuana retail establishments and provisioning establishments, dispensing of marihuana is prohibited.	Proposed retail establishment for Phase 1.	<b>Met</b>
	Temporary outdoor marihuana special events are prohibited.	No outdoor events proposed.	<b>Met</b>
	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. Details about display and the secure lobby provided on A-200, Floor Plan.	<b>Met</b>
<i>Storage &amp; Activities</i>	All activity related to marihuana businesses shall be conducted indoors.	No outdoor space proposed.	<b>Met</b>
	No outdoor storage shall be allowed.	No outdoor storage proposed.	<b>Met</b>
<i>Waste</i>	Waste receptacles that are outdoors must be enclosed, and locked at all times when not in use.	Proposed masonry wall around waste receptacles with lock.	<b>Met</b>
<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.	<b>Met</b>
	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.	Loading / unloading procedures details on page 6 of the Project Narrative.	<b>Met</b>
	Should a vehicle have to maneuver to enter the loading zone, it is subject to parking lot requirements in 1290.08.	No changes proposed.	<b>Met</b>
<i>Hours</i>	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.	<b>Met</b>
<i>Lighting</i>	Exterior lighting shall be required for security purposes, and shall be implemented in accordance with the provisions of the Zoning Ordinance.	Proposed exterior lighting will surround the building and meets the requirements of the Ordinance. Details provided in Exhibit B of the Project Narrative.	<b>Met</b>

	Required	Proposed	Compliance
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 and will not exceed footcandle limits.	Met
	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.	Storage procedures for chemicals detailed in Exhibit E of the Project Narrative.	Met

**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 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

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

### Conditions and Waivers

#### Conditions of Approval

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

### Recommendations

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0022 proposing a marijuana establishment at 1504 John A. Papalas Drive 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.

## 1504 John A. Papalas – Marijuana Establishment Special Land Use Review

---

Applicant	RJB Enterprises, LLC
Project	Marijuana Establishment
Address	1504 John A. Papalas Drive Lincoln Park, MI 48146
Date	July 14, 2021
Request	Special Land Use Approval
Recommendation	<b>Approval</b>

---

### REQUEST

The proposed Special Land Use approval would allow for a marijuana establishment, to include 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. 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 proposed use of a marijuana establishment is permitted within the General Industrial District (GID) after Special Land Use approval under §1286.03 of the Lincoln Park Zoning Code, and subject to §1296.02(QQ).

The property is legally described as:

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.

### CRITERIA FOR REVIEW

The following conditions are all required to be met before a Special Land Use approval may be granted:

- 1) The special use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto and for the City as a whole;

*This condition is MET.*

- 2) The special use is compatible and in accordance with the goals, objectives and policies of the City's Comprehensive Development Plan;  
*The Future Land Use classification for the site is Industrial. The proposed marijuana establishment is consistent with the designation.*  
*This condition is MET.*
- 3) The special use is necessary for the public convenience at that location;  
*Marijuana establishments are only permitted in the General Industrial District.*  
*This condition is MET.*
- 4) The special use is compatible with adjacent uses of land, and can be constructed, operated and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;  
*The proposed marijuana establishment is located in an existing building within the General Industrial District. Adjacent uses are industrial in nature, and there are no adjoining residential properties.*  
*This condition is MET.*
- 5) The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;  
*The proposed marijuana establishment will meet the City's zoning and licensing standards both of which protect the public health, safety, and welfare of the community.*  
*This condition is MET.*
- 6) The special use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;  
*The proposed marijuana establishment will redevelop a unit within an existing building.*  
*This condition is MET.*
- 7) The special use will not cause injury to the value of other property in the neighborhood in which it is to be located;  
*This condition is MET.*
- 8) The special use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety or welfare by reason of excessive production of traffic, noise, smoke, odors or other such nuisance;  
*This condition is MET.*

- 9) The special use is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and meets applicable site design standards for use in Section 1296.02; and

*The site design as proposed conforms with the Site Design Standards for Uses Permitted After Special Approval listed in section 1296.02.*

*This condition is MET.*

- 10) The special use is related to the valid exercise of the City's police power and purposes which are affected by the proposed use or activity.

*This condition is MET.*

### PROPOSED MOTION

I move that the Lincoln Park Planning Commission grant Special Land Use **Approval** for a marijuana establishment at 1005 John A. Papalas, as requested in PPC 21-0013, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.



**Location Map**  
Scale: N.T.S.

INDEX OF DRAWINGS		
NO.	SHEET TITLE	
06/18/2021 SITE PLAN REVIEW		
05/07/2021 SITE PLAN REVIEW		
GENERAL		
• A-100	Architectural Site Plan and Details	
• A-300	Floor Plan	
• A-300	Exterior Elevations	
• ACVR	Cover Sheet - Site Plan Approval	
MECHANICAL		
• M-401	MECHANICAL AND PLUMBING PLANS	

PARKING REQUIREMENTS		
DESCRIPTION	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: 108,474 SQ. FT.	PHASE 1	PHASE 2	COMBINED
TOTAL GROSS SQUARE FOOTAGE	5,267 SQ. FT.	27,727 SQ. FT.	32,994 SQ. FT.
1 SPACE PER 150 SQ. FT. OF USEABLE SPACE	5,267 / 150 = 20	27,727 / 150 = 20	32,994 / 150 = 20
LOADING / UNLOADING : 1 SPACE PER 5,000 SQ. FT. OF USEABLE SPACE	3,027 / 5,000 = 1	27,727 / 5,000 = 6	32,994 / 5,000 = 7
EXISTING PARKING SPACES	234		
EXISTING BARRIER - FREE	11		
EXISTING STANDARD SPACES	223		
<b>TOTAL</b>	<b>234</b>		
LOADING / UNLOADING AREA	1 SPACE	1 SPACE	1 SPACE
BARRIER FREE SPACES	(20) = 1 SPACE	(20) = 1 SPACE	(20) = 1 SPACE
STANDARD SPACES	20 SPACES	20 SPACES	20 SPACES
EMPLOYEES	10 EMPLOYEES	20 EMPLOYEES	N/A
<b>TOTAL NUMBER OF SPACES REQUIRED</b>	<b>22 SPACES</b>	<b>22 SPACES</b>	<b>22 SPACES</b>

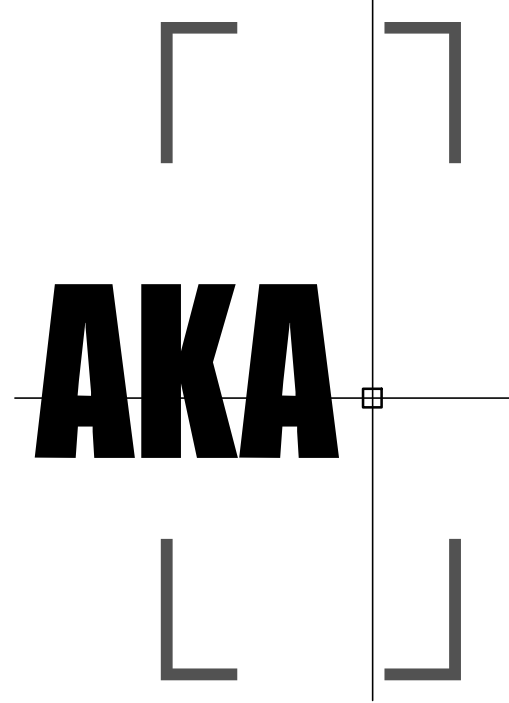
SET BACK REQUIREMENTS		
DESCRIPTION	REQUIRED	PROVIDED
MINIMUM BUILDING SETBACKS:		
FRONT YARD	50'-0"	105'-8"±
REAR YARD	50'-0"	91'-3"±
SIDE YARD	50'-0"	106'-0"±
MINIMUM PARKING SETBACKS:		
FRONT YARD	0'-0"	13'-0"
REAR YARD	0'-0"	0'-0"
SIDE YARD	0'-0"	0'-0"
MAXIMUM BUILDING HEIGHT:	40'-0"	21'-4"

ADA TABLE 208.2 PARKING SPACES	
TOTAL PROVIDED	REQUIRED 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

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						
LOCATION	REQUIREMENT	REQUIRED	REQUIRED (30%)	EXISTING	PROPOSED	PROVIDE
STREET LANDSCAPING (GREENBELT)	(1) TREE AND (4) SHRUBS PER 40' OF STREET FRONTAGE	-(20) TREES -(80) SHRUBS	-(6) TREES -(24) SHRUBS	-(17) TREES, - NO SHRUBS	-(17) EXISTING TREES TO REMAIN -(3) NEW TREES -(24) SHRUBS	TREES GREENBELT: - HONEY LOCUST (THORNLESS) PARKING AREA: - RED MAPLE TREES TO BE MIN. 2" CALIPER SHRUBS - SPIRAEA (24" HIGH MINIMUM)
INTERIOR LANDSCAPING 10% OF TOTAL LOT AREA LANDSCAPED 318,079 SF * 10% = 31,808 SF	(1) TREE PER 400 SF OF REQUIRED LANDSCAPING AND (1) SHRUB PER 250 SF OF REQUIRED LANDSCAPING	-(80) TREES -(127) SHRUBS	-(24) TREES -(38) SHRUBS	-(22) TREES, - NO SHRUBS	-(22) EXISTING TREES TO REMAIN -(2) NEW TREES -(38) SHRUBS	

NOTE:  
ALTERNATE TREES  
AND SHRUBS FROM  
APPROVED LIST ARE  
ACCEPTABLE



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06/18/2021 Site Plan Review

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

AKA Architects Inc. Project Number 2105

**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



**Electrical Engineer**  
**ETS Engineering, Inc.**  
418 1/2 S. Washington Ave  
Royal Oak, MI 48067  
248-744-0360



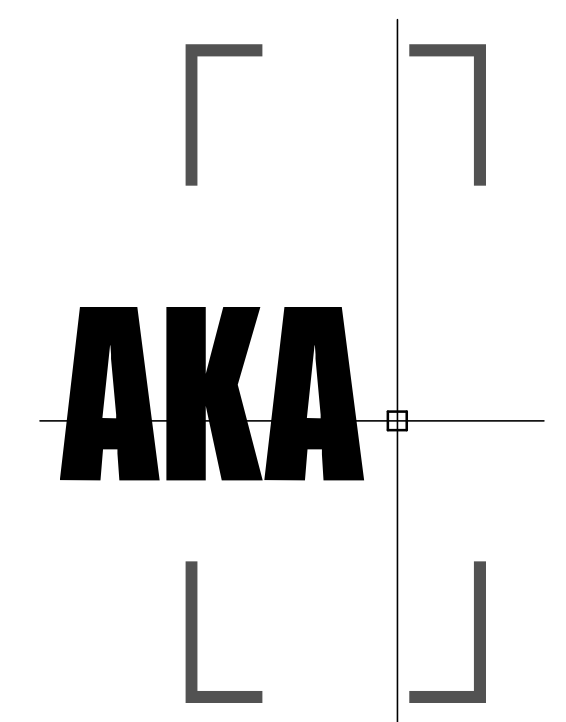
Pleasantrees Lincoln Park  
2105

06/18/2021 Site Plan Review

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**PROJECT**  
Pleasantrees Lincoln Park

1504 John A Papalas Drive  
Lincoln Park 48146

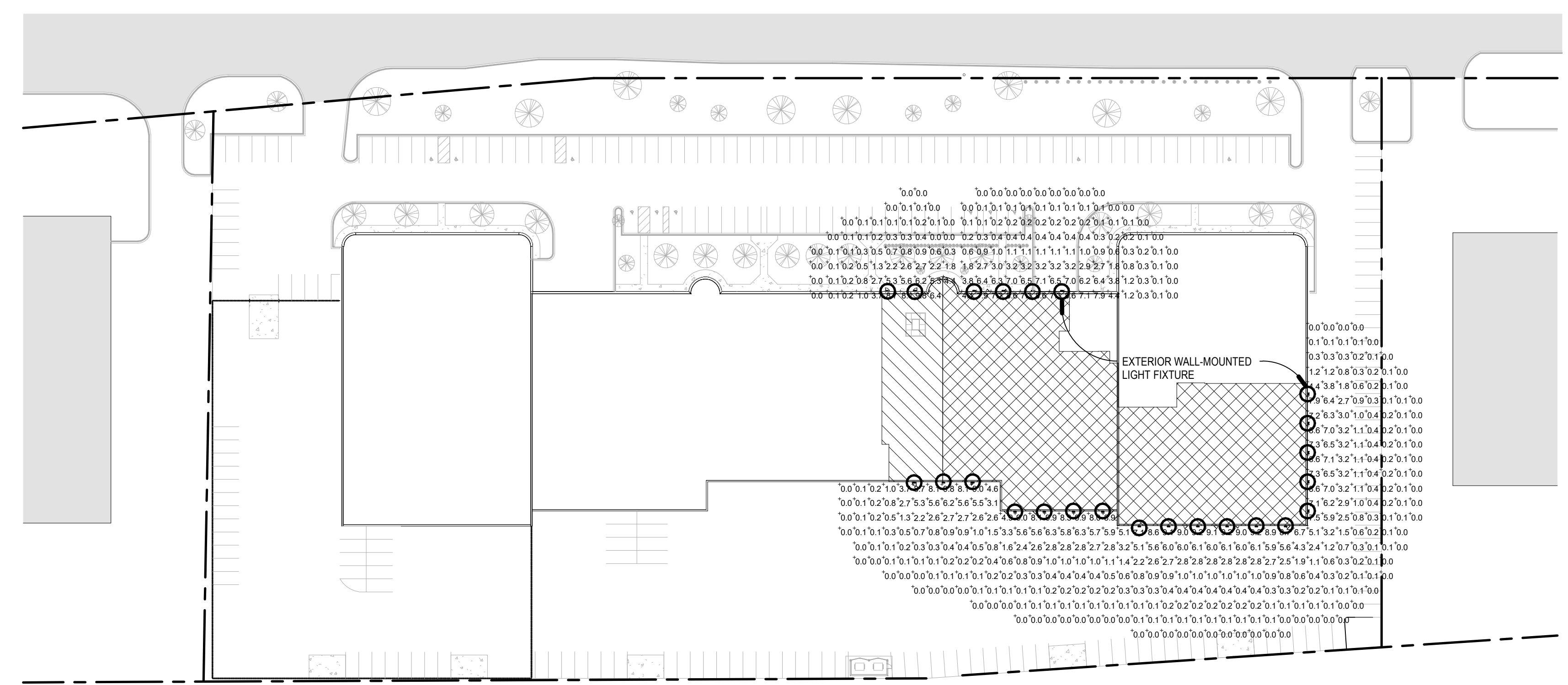
DATE ISSUED: 06/18/2021  
ISSUED FOR: Site Plan Review

DRAWN: Author  
CHECKED: Checker  
APPROVED: Approver

**SHEET**  
Architectural Site Plan and Details

FILE NUMBER  
2105

SHEET NUMBER  
A-100

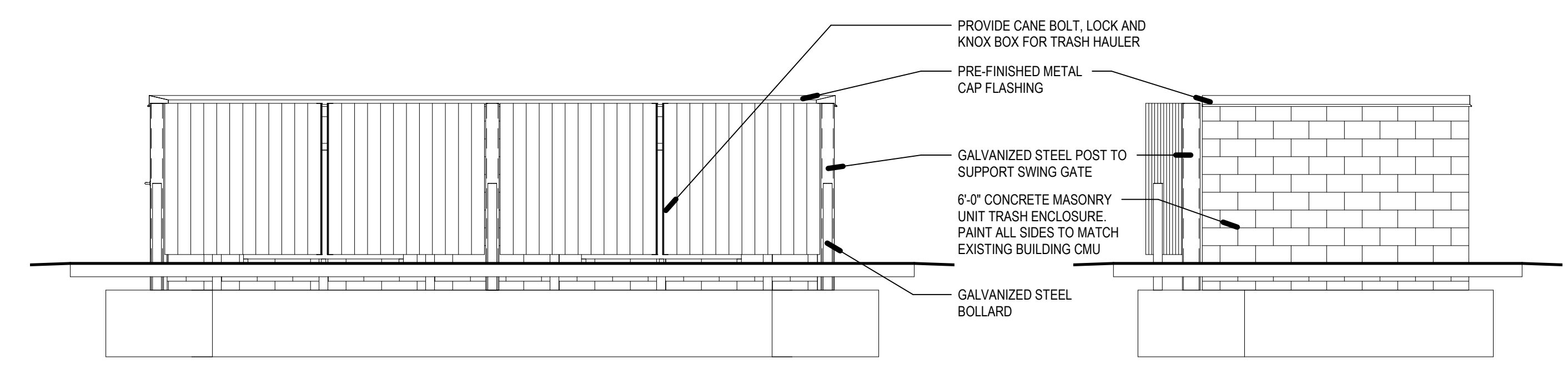


9 Photometric Site Plan  
A-100 SCALE: 1" = 60'-0"



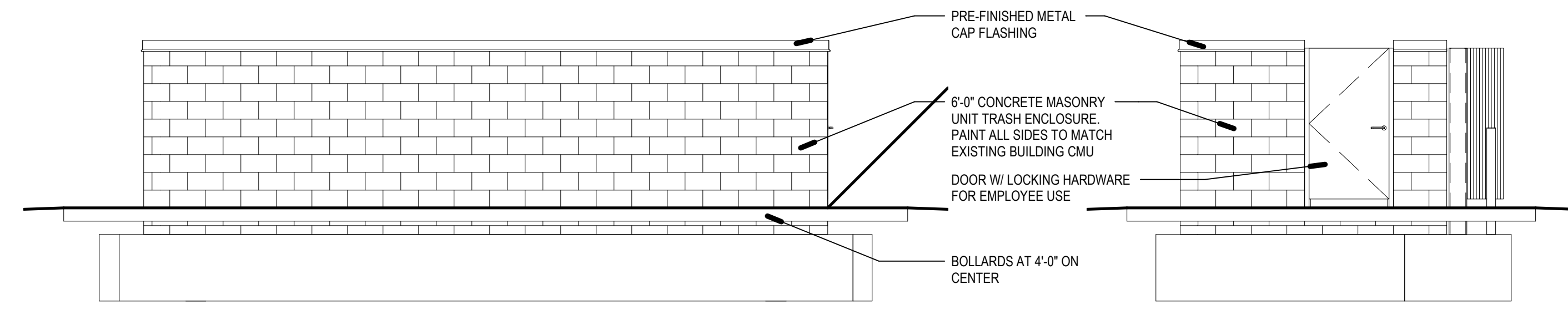
3 Site Map  
A-100 SCALE: 1" = 200'-0"

- GENERAL COMPLIANCE NOTES**
1. NO OUTDOOR MARIJUANA SPECIAL EVENTS WILL BE HELD AT THIS LOCATION.
  2. ALL ACTIVITY RELATED TO MARIJUANA BUSINESSES SHALL BE CONDUCTED INDOORS.
  3. THERE WILL BE NO OUTDOOR STORAGE ON SITE.
  4. WASTE RECEPTACLES TO BE ENCLOSED WITH LOCKED FENCE.
  5. 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.
  6. 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.
  7. 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.



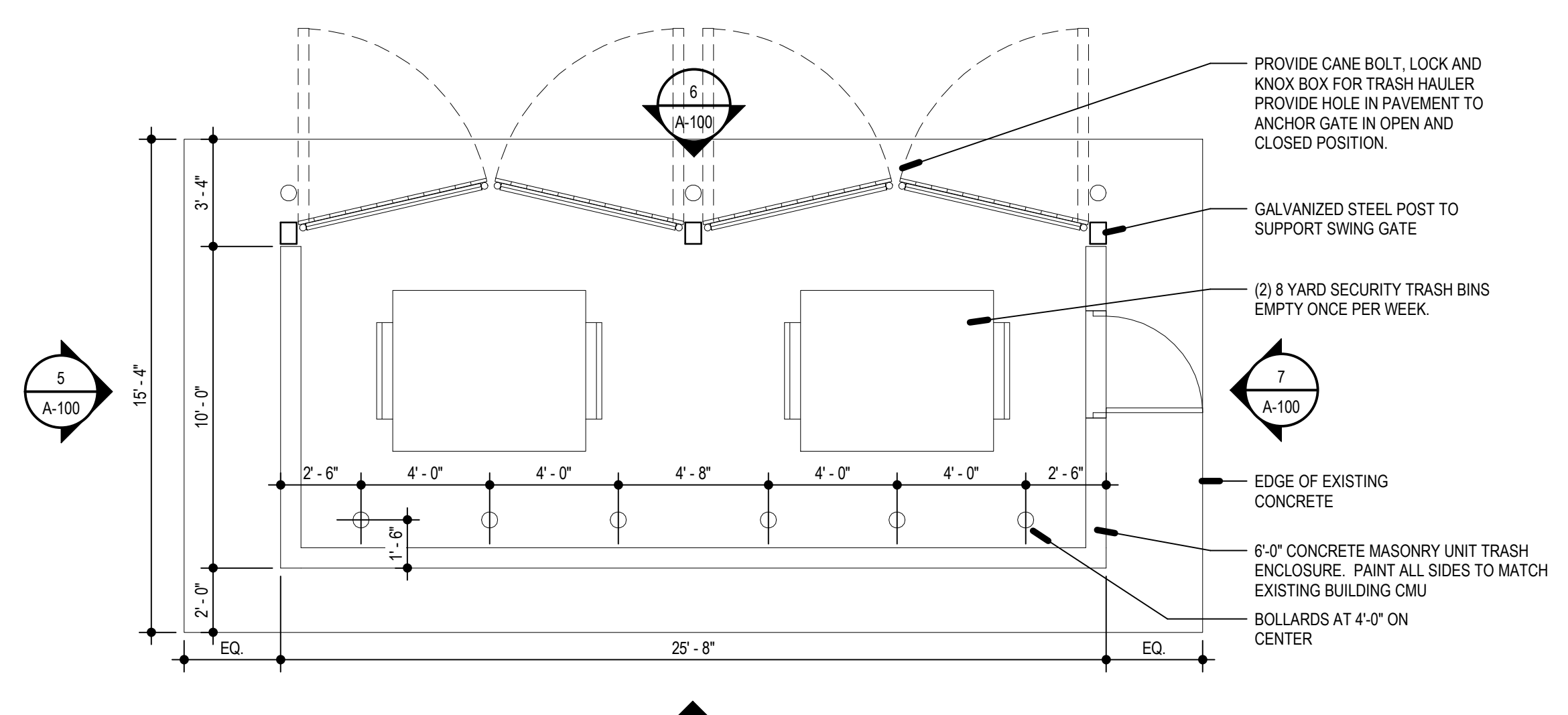
6 Trash Enclosure - North  
A-100 SCALE: 1/4" = 1'-0"

5 Trash Enclosure - West  
A-100 SCALE: 1/4" = 1'-0"

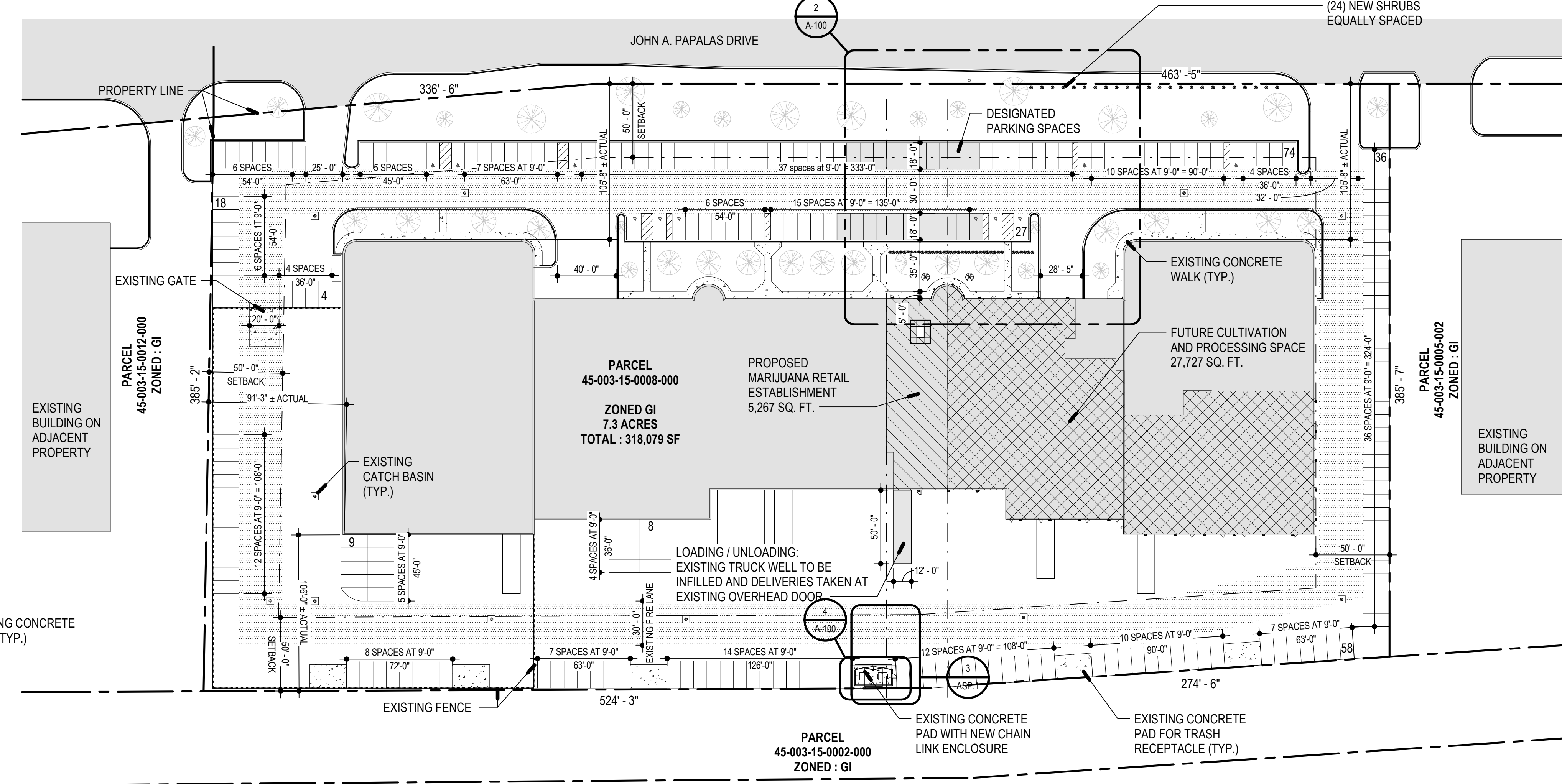
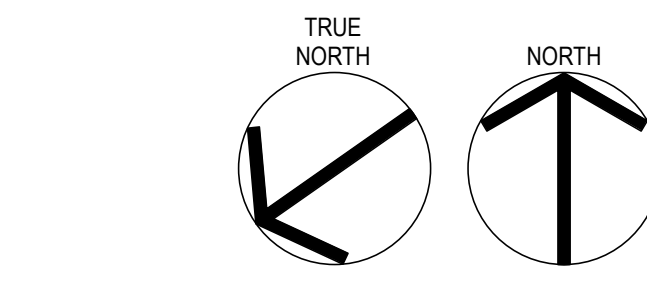


7 Trash Enclosure - East  
A-100 SCALE: 1/4" = 1'-0"

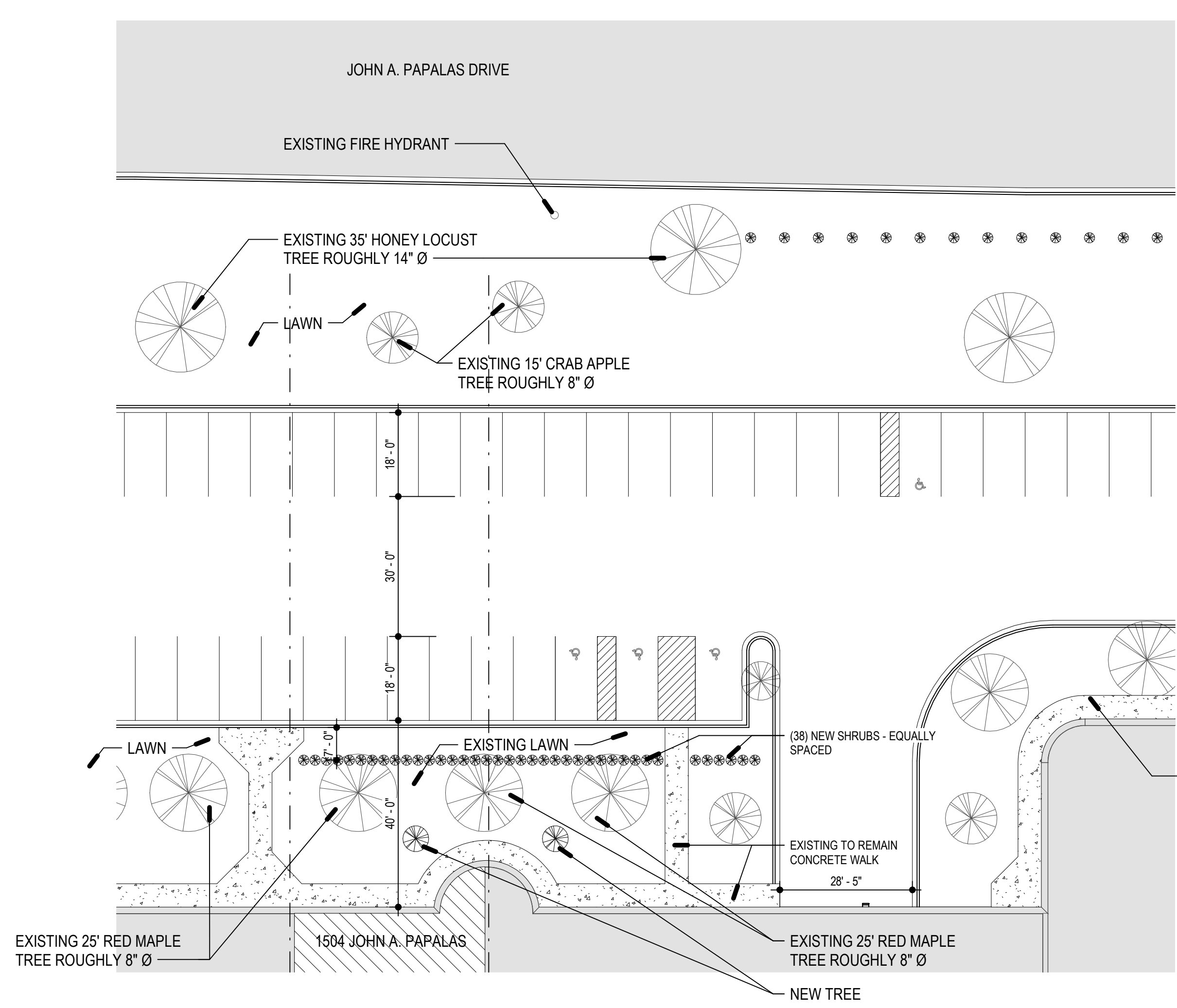
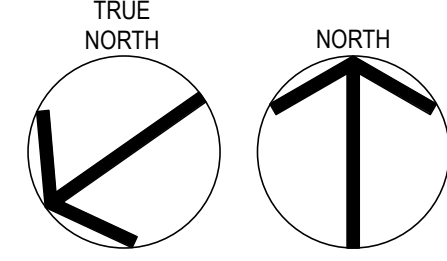
8 Trash Enclosure - South  
A-100 SCALE: 1/4" = 1'-0"



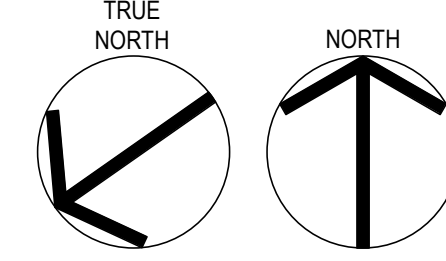
4 Enlarged Trash Enclosure Plan  
A-100 SCALE: 1/4" = 1'-0"



1 Architectural Site Plan  
A-100 SCALE: 1" = 50'-0"



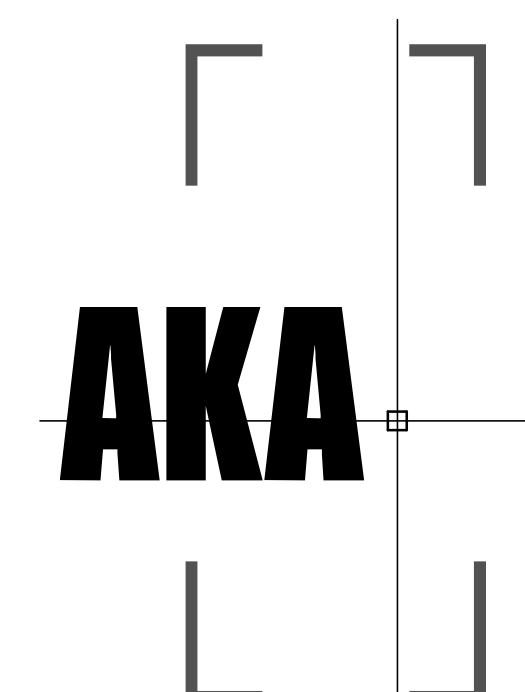
2 Enlarged Landscape Plan  
A-100 SCALE: 1" = 20'-0"







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**PROJECT**  
Pleasantrees Lincoln Park

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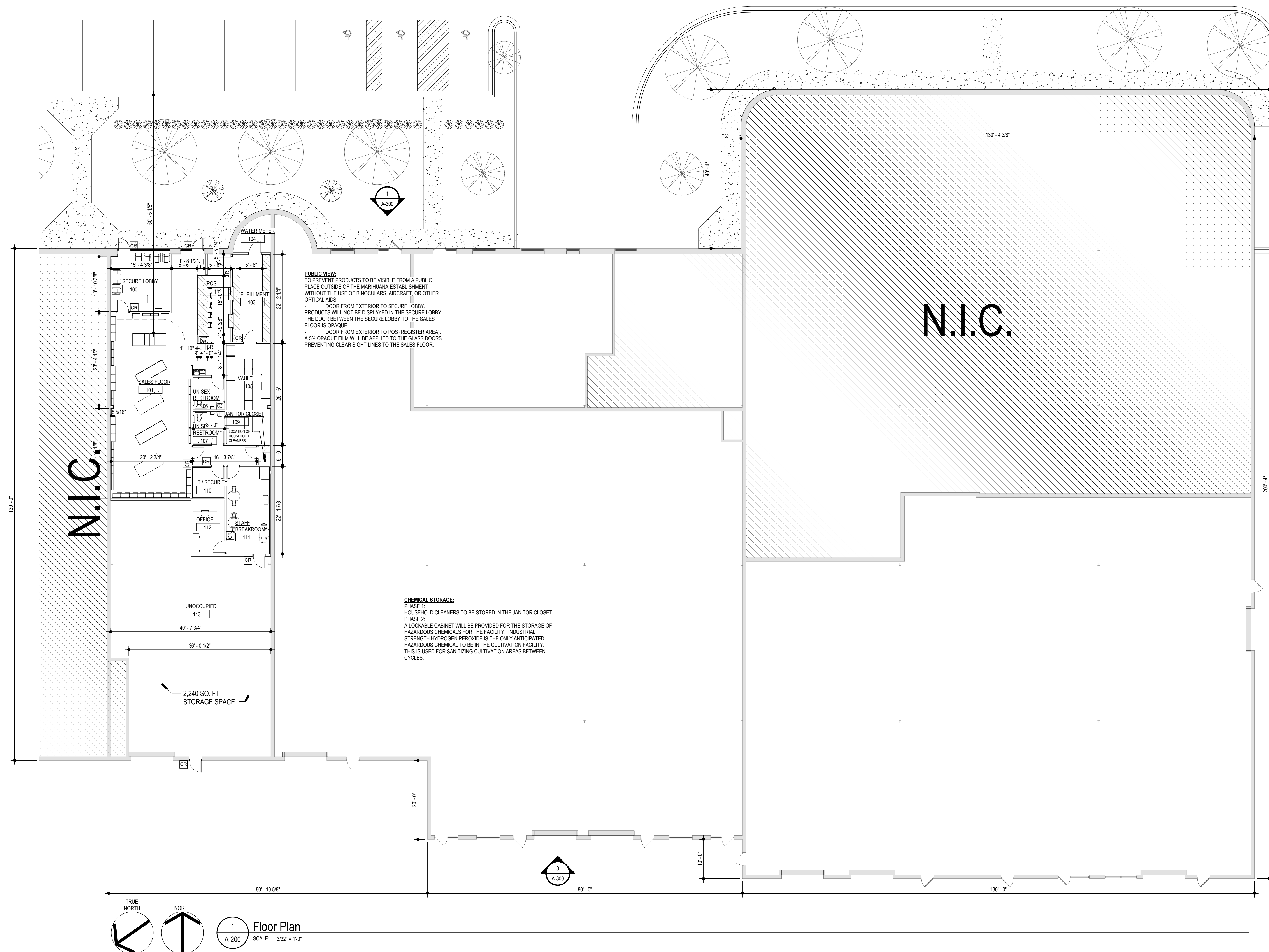
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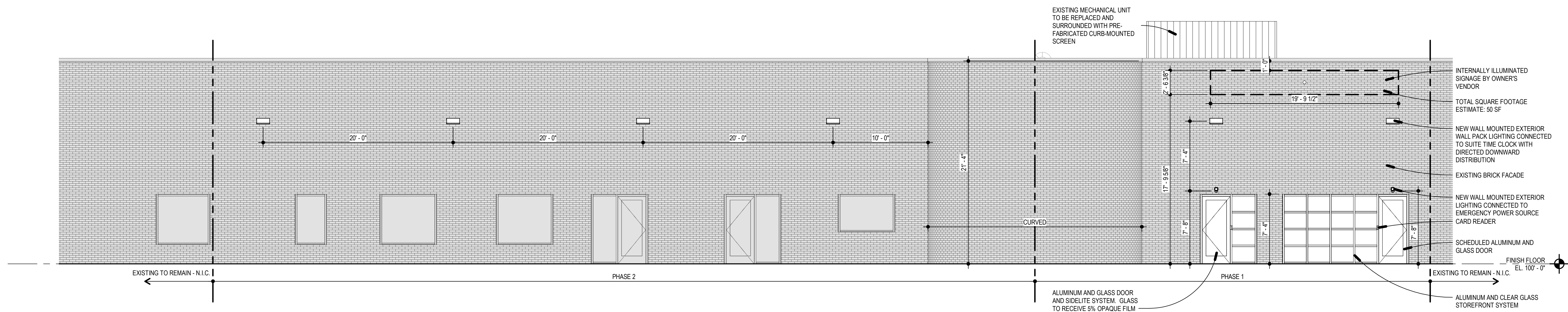
DRAWN: \_\_\_\_\_ Author  
CHECKED: \_\_\_\_\_ Checker  
APPROVED: \_\_\_\_\_ Approver

**SHEET**  
Floor Plan

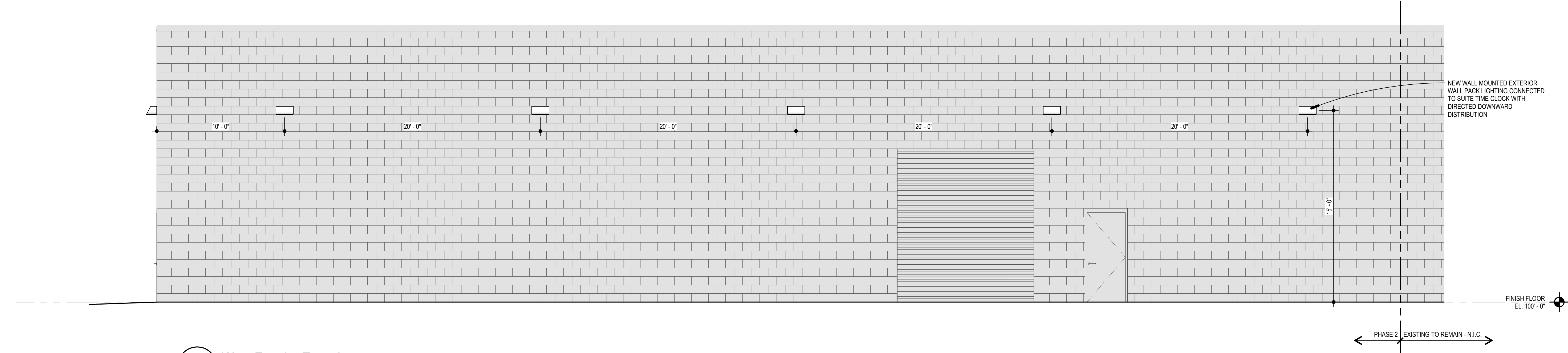
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SHEET NUMBER  
A-200

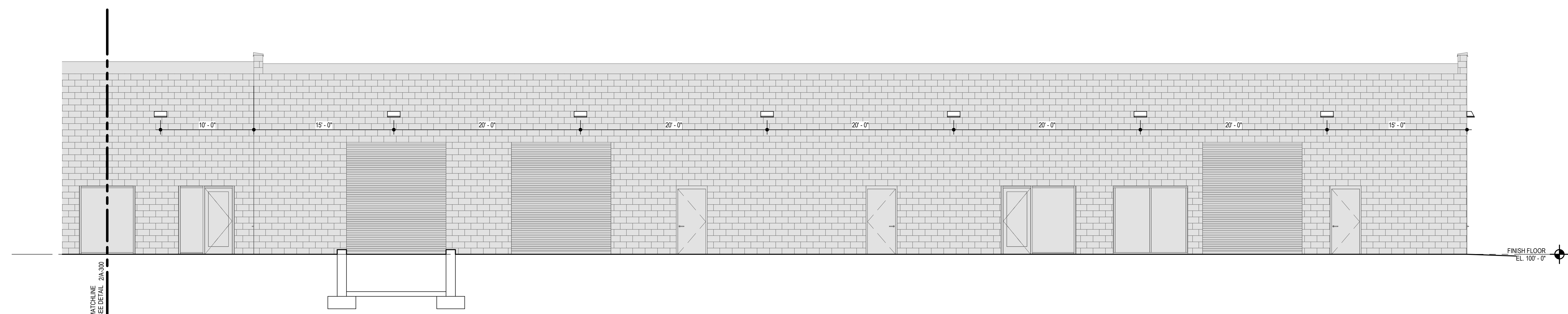




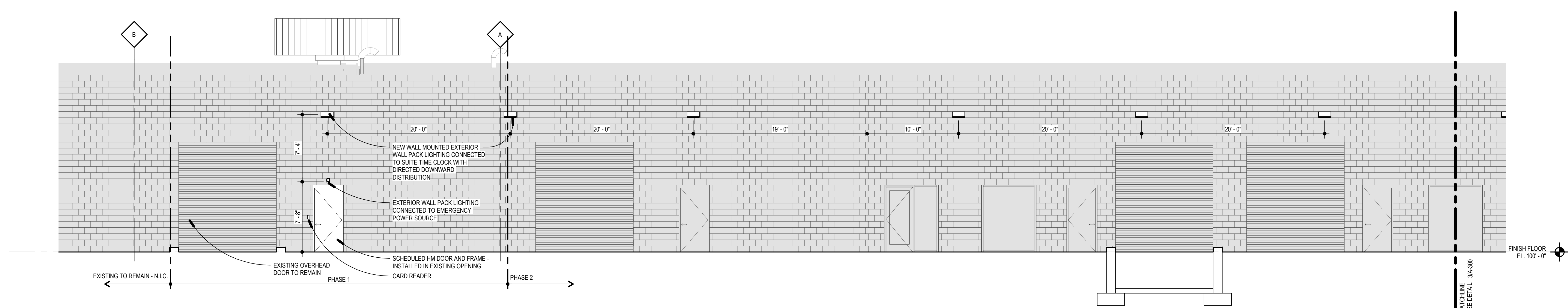
1 South Exterior Elevation  
A-300 SCALE: 3/16" = 1'-0"



4 West Exterior Elevation  
A-300 SCALE: 1/4" = 1'-0"



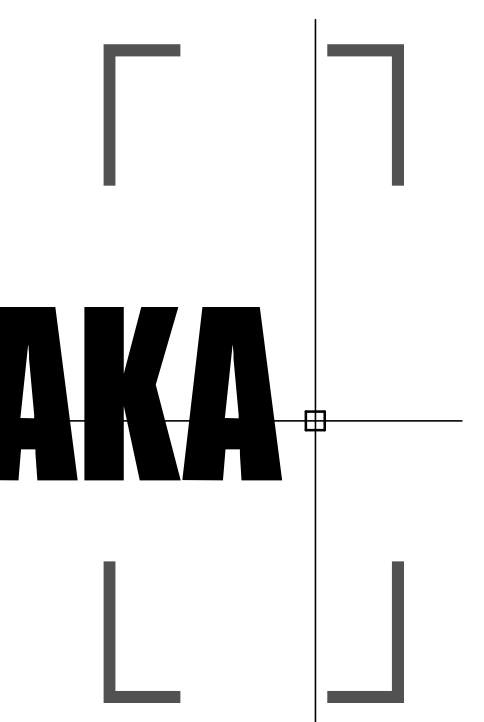
3 Partial North Exterior Elevation  
A-300 SCALE: 3/16" = 1'-0"



2 Partial North Exterior Elevation  
A-300 SCALE: 3/16" = 1'-0"



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PROJECT  
Pleasantrees Lincoln Park

1504 John A Papalas Drive  
Lincoln Park 48146

DATE ISSUED 06/18/2021  
ISSUED FOR Site Plan Review

DRAWN Author  
CHECKED Checker  
APPROVED Approver

SHEET  
Exterior Elevations

FILE NUMBER  
2105

SHEET NUMBER  
A-300

**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 BY 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 GENERAL CONTRACTOR, NOTIFY AND COORDINATE ALL TRADES SO THAT THE PROPER ARRANGEMENTS AND SCHEDULING CAN BE MADE FOR INSTALLATION, CUTTING, REMOVING, TERMINATING AND PATCHING OF SURROUNDING SYSTEMS AND MATERIALS CAN BE PROPERLY COMPLETED.
- 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**

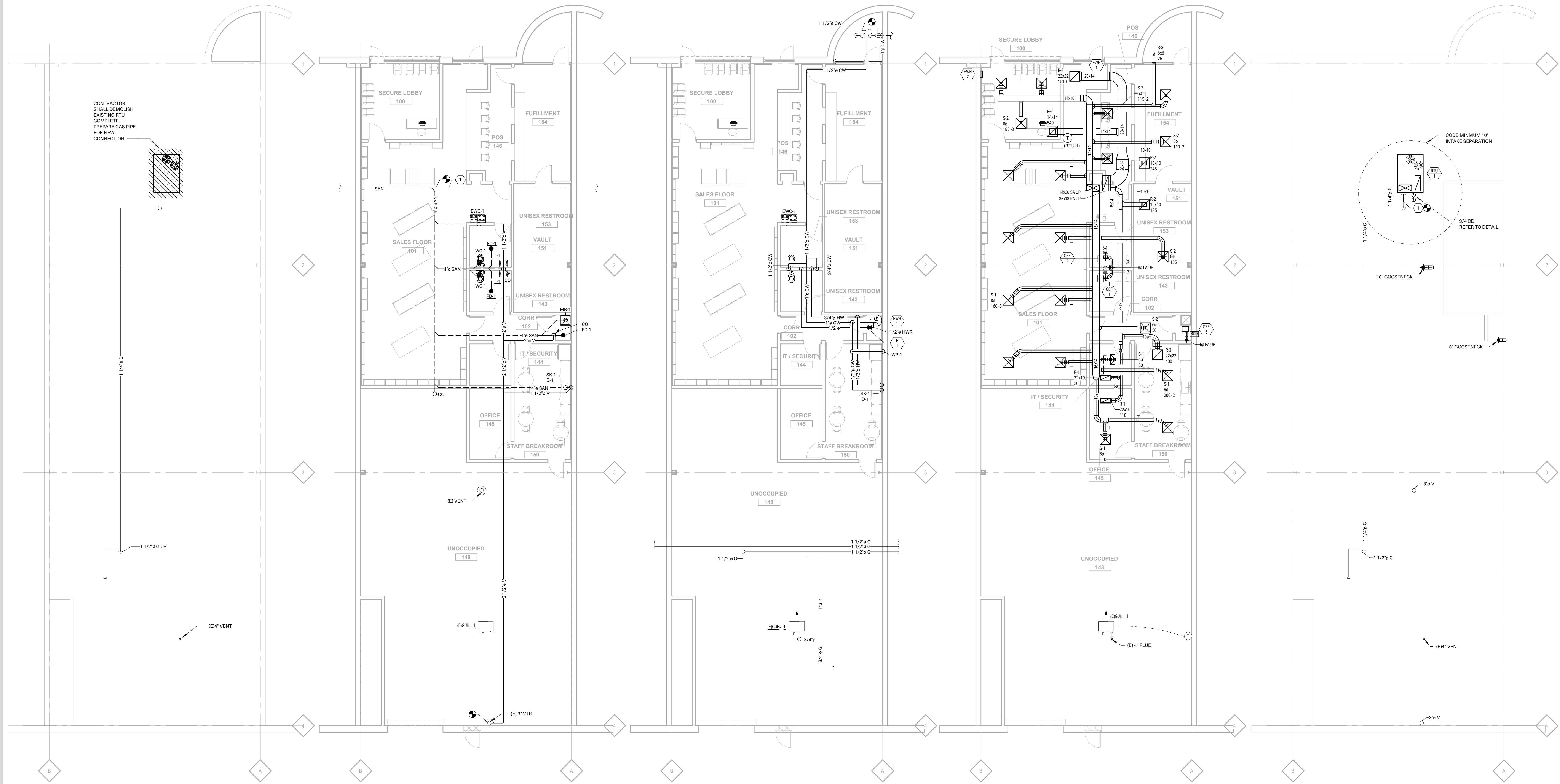
1. THESE DRAWINGS ARE INTENDED TO BE DIAGNOSTIC AND ARE NOT TO BE CONSIDERED FABRICATION OR SHOP DRAWINGS. COORDINATE PIPING AND DUCTWORK AMONGST OTHER TRADES AS REQUIRED.
2. PROVIDE ALL NECESSARY CLEARANCES AROUND MECHANICAL AND ELECTRICAL EQUIPMENT, DEVICES, VALVES, AND ANY COMPONENT REQUIRING MAINTENANCE 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 DUCT 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.



**AKA**

**AUGER KLEIN ALLER ARCHITECTS INC.**  
 303 E. THIRD STREET SUITE 100  
 ROCHESTER, MI 48307  
 248.814.9160  
 WWW.AKA-ARCHITECTS.NET

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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

5 ROOF MECHANICAL DEMOLITION PLAN 1/8" = 1'-0"  
 3 SANITARY AND VENT PIPING 1/8" = 1'-0"  
 2 WATER AND GAS PIPING 1/8" = 1'-0"  
 1 MECHANICAL NEW WORK PLAN 1/8" = 1'-0"  
 4 ROOF MECHANICAL PLAN 1/8" = 1'-0"



**PLEASANTREES®**

City of Lincoln Park  
Marijuana Special Land Use & Site Plan Approval Application  
Project Narrative

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# TABLE OF CONTENTS

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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.**

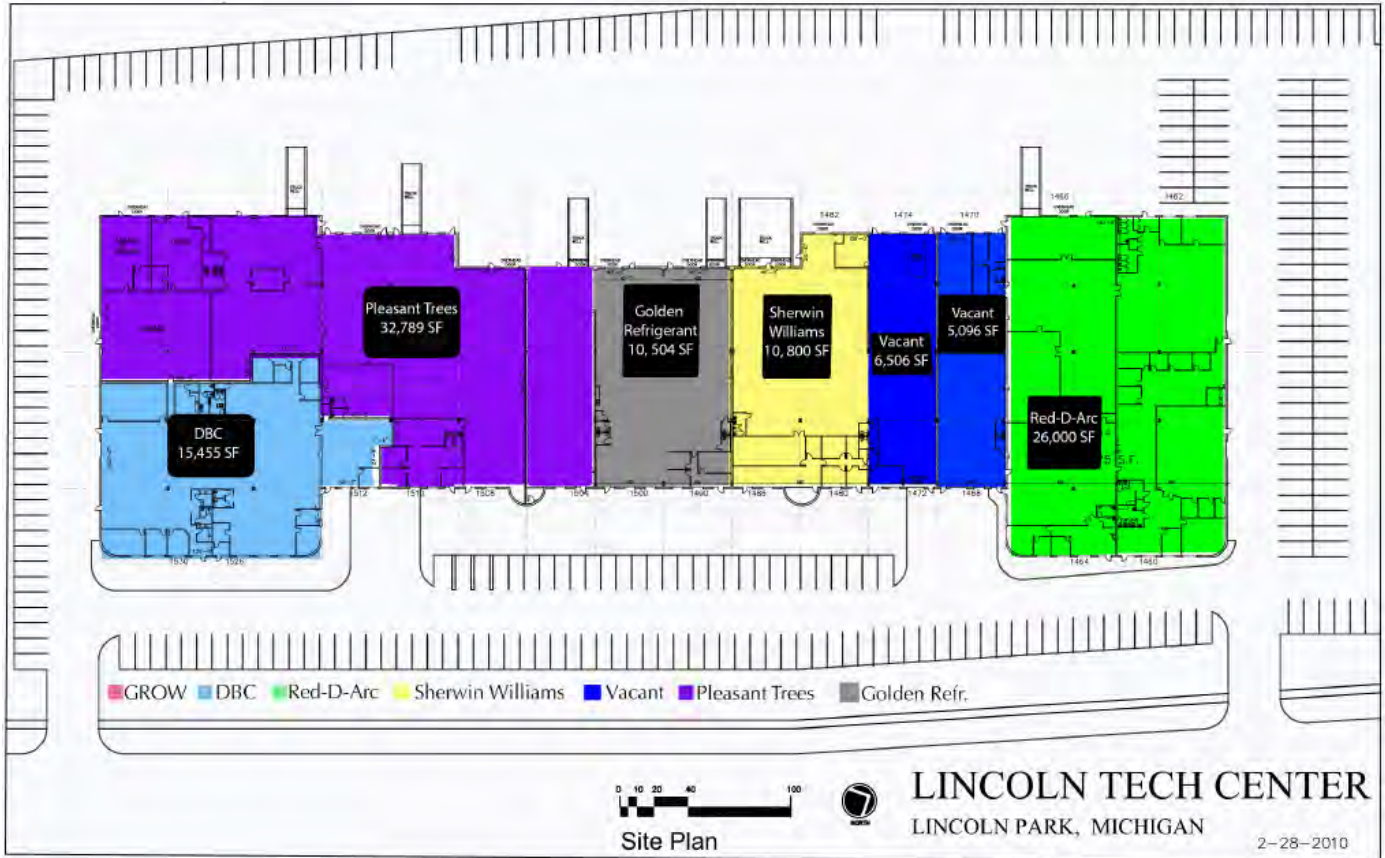
No variances are required for the development.



**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.



# CONCEPTUAL SITE PLAN REVIEW – CONDITIONS FOR ADMINISTRATIVE RESOLUTION

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## Items to be addressed:

- **Applicant shall provide building elevations for the entire project, to include both phases of the development.**
  - Included in the revised Site Plan drawings.
- **Applicant shall provide employee number details for parking requirements at the time of Phase 2 development.**
  - Included in the revised Site Plan drawings.
- **Applicant shall provide the required masonry wall screening with locking details around the waste receptacle.**
  - Included in the revised Site Plan drawings.
- **The applicant shall verify that the existing sanitary service is adequate to handle the required flows for the building's use.**
  - At this time, it's believed that the existing sanitary service is adequate to handle the required flows for the building's use. Assuming the service is open and clear, 4" pipe would be adequate for our use. We will not be able to confirm with certainty that the lines are clear until scoping them on-site.
- **It is highly recommended that the existing sanitary service be videotaped to determine the condition of the service lead.**
  - Applicant commits to scope the existing sanitary service to determine the condition of the service lead. We will turn over copies of this study once conducted to the city engineer for their own records.
- **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.**
  - Existing water service has been verified and is adequate to handle all required flows.
- **Applicant shall work with the City Engineer to review stormwater system to determine the appropriate permitting process.**
  - Applicant commits to working 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.**
  - Included in the revised Site Plan drawings. Cut sheet attached as Exhibit B.
- **Applicant shall provide manufacturer specifications for all new lighting, and a photometric plan.**
  - Included in the revised Site Plan drawings. Cut sheet attached as Exhibit B.
- **Applicant shall work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.**
  - Applicant commits to working with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance. Pleasantrees primarily uses Phillips Lighting and Sign for all our signage needs. Phillips has expressed great comfort in working in the City of Lincoln Park and looks forward to the opportunity.
- **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 will not have any waste generated from the retail location outside the norm of any typical retail business, cannabis or not. All cannabis products will be prepackaged therefore no potential of cannabis waste from retail. Any prepackaged product that expires or cannot be sold for any reason will be transferred to our production facility and compliantly destroyed. The Phase 2 Cultivation/Processing space wastewater will include separate plumbing to collect and treat all runoff prior to leaving the site in compliance with all regulatory bodies. Solid waste that includes minimal amounts of cannabis material will be ground up with other materials, such as soil, cardboard, and kitty litter until it's deemed unusable per state law. At that point, it will enter the normal waste receptacle for trash removal.
- **Applicant shall provide documentation of compliance with the EGLE document titled "Protecting Water Resources when Growing and Processing Marijuana."**
  - Attached as Exhibit C.
- **Applicant shall provide details on ventilation and odor control methods.**
  - Attached as Exhibit D.
- **Applicant shall provide details on proposed sale and display methods.**
  - Included in the revised Site Plan drawings.
  - All cannabis product is kept behind lockable display cases, or in security leashed jars, or within the fulfillment/vault, behind restricted access always.
- **Applicant shall provide locking mechanism details for the waste receptacle.**
  - Included in the revised Site Plan drawings.



# CONCEPTUAL SITE PLAN REVIEW – CONDITIONS FOR ADMINISTRATIVE RESOLUTION

---

## Items to be addressed:

- **Applicant shall provide details on loading and unloading procedures.**
  - Shipping and receiving will be monitored by onsite security for access to the facility. Security will coordinate with the General Manager on all pickups and deliveries. Security will then verify identification of all visitors and ensure they are provided proper visitor badges and always escorted when in and around the property. Once the vehicle is ready to enter the secure shipping bay the interior doors to the facility will be secured and the exterior door will be opened. Once the vehicle is in the secure shipping bay the exterior doors will be closed prior to the interior doors being opened. This will prevent any instance where there is an unobstructed path directly into the facility itself. As well as direct supervision by onsite security staff this process will be covered from multiple angles by centrally monitored CCTV. Per Pleasantrees safety protocols all pickups and deliveries will be randomized to ensure they never follow a pattern, which will reduce the potential risk of diversion. All transportation of cannabis products will be handled by a Michigan licensed cannabis transporter.
- **Applicant shall provide details on the security value of exterior lighting.**
  - Owner shall have exterior lighting installed around the perimeter of the building in which it operates. The lighting will be implemented in accordance with the provisions of the Zoning Ordinance. Details can be found in the revised Site Plan Drawings and the cut sheet details to the lighting can be found in Exhibit B.
- **Applicant shall provide exterior lighting hours for the cultivation and processing portion of the building.**
  - Owner to confirm that lights shall not exceed the foot candles permitted after 11:00 PM and not before 7:00 AM for the entirety of the project.
- **Applicant shall provide details on chemical storage procedures.**
  - All chemical storage shall be contained in rated storage cabinets. Cut sheet and chemicals stored within attached as Exhibit E.
- **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 commits operate in compliance with the all of the appropriate rules and regulations of all the various agencies that we interact with. We have a proven track record of operating compliantly within Michigan since 2018.
- **Applicant to secure all appropriate agency reviews as needed.**
  - Applicant commits to securing all appropriate agency reviews as needed.

**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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (5<sup>th</sup>) 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](mailto: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**

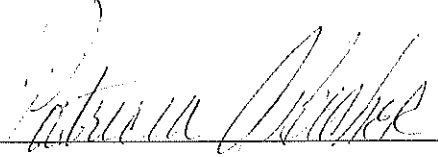
35.01 By its execution hereof, Tenant warrants that all necessary corporate action has been taken with regard to the authorization and execution of this Lease and that the individual(s) executing this Lease on behalf of Tenant is (are) duly authorized to do so. Whoever signs this Lease on behalf of Tenant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

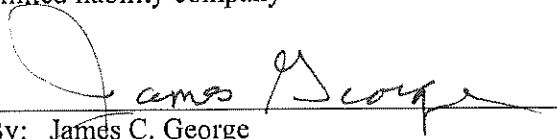
WITNESSES:



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LANDLORD:

LINCOLN TECH CENTER, LLC, a Michigan limited liability company



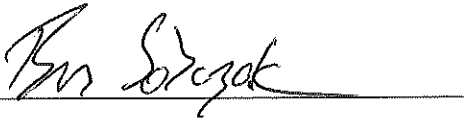
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By: James C. George

Its: Manager

Date: January 15, 2021

WITNESSES:



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TENANT:

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



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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.

# EXHIBIT B

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## *Exterior Lighting Details*





# WEDGE LED

A Site-Wide Wall-Mounted Lighting Solution

# A Site-Wide Wall-Mounted Lighting Solution

The WDGE LED family was designed to provide optimal wall-mounted lighting solutions for all mounting heights. Using two technologies, these luminaires provide visually comfortable lighting at building entryways and area distributions at higher mounting heights. With clean lines, the WDGE blends seamlessly into any architecture, meeting the everyday lighting needs of engineers and architects alike.

*"I want one shape in multiple sizes - for all mounting heights... continuity throughout the site."*

---

*"Entryway lighting must be soft and inviting, not glary."*

---

*"Luminaires for higher mounting heights need to provide wide spacing and even distribution."*

---

*"My architects want simple, geometric shapes with clean lines... nothing that will compete with the architecture of the building."*

---

*"Emergency egress options to meet code must be fully integrated without bulky back-boxes."*

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## Engineered with You in Mind

Application	Architect's Needs	Engineer's Needs
<b>Entryway / Pathway Lighting</b> (7'-15' mounting heights)	<ul style="list-style-type: none"> <li>• Create a warm, inviting environment</li> <li>• Blend with building architecture</li> <li>• Quality light with high CRI and choice of CCT</li> </ul>	<ul style="list-style-type: none"> <li>• Low-glare solution</li> <li>• Architect approval of dayform</li> <li>• Emergency egress options</li> <li>• Controls options</li> <li>• Fully configurable with short lead-times</li> </ul>
<b>Area / Perimeter Lighting</b> (15'-25' mounting heights)	<ul style="list-style-type: none"> <li>• A true wall-mount solution - no area luminaires with "diving board" look</li> <li>• Site-wide continuity of luminaire shape</li> </ul>	<ul style="list-style-type: none"> <li>• Wide spacing with uniform lighting</li> <li>• Minimize pole-mounted luminaires</li> <li>• Budget-friendly</li> </ul>

# Application-specific Lighting Technologies



## Visually Comfortable Optics

Visually comfortable optics create an inviting visual environment at the entryways of the building. Patented reflector technology combined with a recessed diffuse lens produce low surface brightness yet provide good optical control.



## Precision Optics

Precision optics provide the desired wide spacing and forward-throw at higher mounting heights. The combination of acrylic refractive lenses and high-power LEDs result in excellent uniformity and low power density.









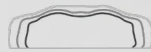
**WDGE4 LED**  
25,000 lumens  
15' - 25' height



Precision Optics



**WDGE3 LED**  
12,000 lumens  
10' - 20' height



R2



R3



R4



RFT



**WDGE2 LED**  
6,000 lumens  
8' - 15' height



Visually Comfortable Optics



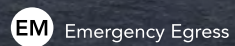
**WDGE1 LED**  
2,000 lumens  
8' - 10' height



VW



VF



## Architectural Wall Spacer



Choose between flush-mount (standard) or the optional architectural wall spacer for a floating appearance.



## nLight® AIR Embedded Outdoor Luminaires



The WEDGE LED family of luminaires are available with embedded nLight® AIR wireless controls as part of a site-wide controls solution.

Visit our nLight® AIR webpage, [www.acuitybrands.com/nLightAIR](http://www.acuitybrands.com/nLightAIR), for more information!

Visit [www.lithonia.com](http://www.lithonia.com) for more information.

One Lithonia Way, Conyers, GA 30012 | Phone: 800.705.7378 | [www.acuitybrands.com](http://www.acuitybrands.com)  
© 2019 Acuity Brands Lighting, Inc. All Rights Reserved. | LL\_9491.04\_0919

**AcuityBrands**

# EXHIBIT C

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*Documentation of compliance with the EGLE document titled “Protecting Water Resources when Growing and Processing Marijuana”.*





# PLEASANTREES

## AFFIDAVIT OF RANDALL J. BUCHMAN SITE PLAN REQUIREMENT

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF WAYNE     )

I, Randall J. Buchman, hereby state as follows:

1. I have personal knowledge of the facts contained in this affidavit and could testify competently to them if asked to do so under oath.

2. I am the Founder, Chief Executive Officer, a member of the Board of Managers and primary shareholder of Emerald Growth Partners, LLC (“EGP”) and indirectly, its operating subsidiary, RJB Enterprises, LLC (d/b/a Pleasantrees Cannabis Company) (“Pleasantrees”).

3. This affidavit is submitted in support of Pleasantrees’ application to the City of Lincoln Park for a Marihuana Business License related to the property located at 1504 John A. Papalas Dr. in Lincoln Park (the “Application”).

4. Most particularly, this affidavit is intended to satisfy the Site Plan Requirement concerning the Applicant’s obligation to provide documentation of compliance with the Michigan Department of Environmental, Great Lakes, and Energy document titled “Protecting Water Resources when Growing and Processing Marijuana,” which as of the date of this affidavit can be found via the following web address: [https://www.michigan.gov/documents/deq/deq-tou-wrd-Guidance-MarihuanaGrowingProcessing\\_636576\\_7.pdf](https://www.michigan.gov/documents/deq/deq-tou-wrd-Guidance-MarihuanaGrowingProcessing_636576_7.pdf).

5. Based on the above, I attest to the best of my knowledge that the Applicant will comply with all requirements in the Michigan Department of Environmental, Great Lakes, and Energy document titled “Protecting Water Resources when Growing and Processing Marijuana.” Of note, the Applicant is currently in compliance with these same requirements as the operator of two other Michigan-licensed cultivation facilities. In addition, Applicant is willing to provide any necessary supplemental documentation as requested by the City of Lincoln Park.

6. I declare that the above statements are true to the best of my knowledge, information, and belief, under penalty of perjury.

Further, affiant sayeth not.



# PLEASANTREES

  
Randall J. Buchman

Subscribed and sworn to before me  
this 17 day of June 2021.

  
\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
Acting in Macomb County, Michigan  
My Commission Expires: 10/10/2023

MICHAEL J. YASSAY  
NOTARY PUBLIC – STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires October 10, 2023  
Acting in the County of Wayne

# EXHIBIT D

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## ODOR CONTROL SYSTEM PLAN

### MITIGATION OF ODOR EFFECTS

As part of Pleasantrees' commitment to positive community impact, Pleasantrees has developed odor mitigation strategies to minimize any marihuana smell being emitted by the dispensary. Potential impact to neighbors has been considered during Pleasantrees facility site selection, facility design, and developing company standard operating procedures (SOPs). Both primary and secondary systems will be installed within the dispensary to reduce detectable odors outside the facility.

### TECHNOLOGY IN PLACE TO MITIGATE ODORS

#### *Odor Mitigation Devices*

Pleasantrees will install Photohydroionization (PHI) Units as the primary odor mitigation device, designed to eliminate 99.99% of all odors safely and efficiently. In rooms where the odor is more intense, Pleasantrees has elected to use activated carbon filters as a secondary odor reduction method.

#### *Commercial PHI Unit by RGF®*



## ODOR CONTROL SYSTEM PLAN

This device is designed to reduce air pollutants such as odors, VOCs (chemical odors such as paint fumes, hydrocarbons, etc.), or smoke, and also kills mold, bacteria, and viruses. The unit is easily mounted into air conditioning and heating system air ducts, which are the primary cause of odors being released outside the facility. When the HVAC system is in operation the Commercial PHI Unit creates an advanced oxidation process consisting of hydro-peroxides, ozonide ions, super oxide ions and hydroxide ions. All are considered low-r oxidizers that revert back to oxygen and hydrogen after the oxidation of the pollutant. The system is available fully assembled for easy installation.

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying micro-organisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC ducts or a plenum. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors or odors. Photohydroionization Advanced Oxidation, on the other hand, is very effective on gases, vapors, VOCs and odors. The combination of safe low-level ozone (O<sub>3</sub>) and UV light enhanced by a hydrated quad- metallic compound target develops an advanced oxidation reaction that creates as well as reduces ozone to safe low levels. This process also produces hydro-peroxides, super oxide ions, ozonide ions and hydroxides. The PHI Cell provides safe hydro-peroxides, super oxide ions, ozonide ions and hydroxides to purify the air.

With the RGF HVAC PHI Cell® Advanced Oxidation System, micro-organisms can be reduced up to 99.99%. Gases, VOCs and odors can also be reduced significantly, and the room will have ozonide ions, hydro-peroxides, super oxide ion and hydroxides which will help give the room fresh, clean and odor free air.

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying micro-organisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC ducts or a plenum. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors or odors. Photohydroionization Advanced Oxidation, on the other hand, is very effective on gases, vapors, VOCs and odors. The combination o safe low-level ozone (O<sub>3</sub>) and UV light enhanced by a hydrated quad- metallic compound target develops an advanced oxidation reaction that creates as well as reduces ozone to safe low levels. This process also produces hydro-peroxides, super oxide ions, ozonide ions and hydroxides. The PHI Cell provides safe hydro-peroxides, super oxide ions, ozonide ions and hydroxides to purify the air.

With the RGF HVAC PHI Cell® Advanced Oxidation System, micro-organisms can be reduced up to 99.99%. Gases, VOCs and odors can also be reduced significantly, and the room will have ozonide ions, hydro-peroxides, super oxide ion and hydroxides which will help give the room fresh, clean and odor free air.

### *Activated Carbon Filters*





## ODOR CONTROL SYSTEM PLAN

The secondary odor mitigation system will include the placement of high-quality, 2.5" activated carbon filter for recirculated air in the HVAC systems. These filters will be affixed to the HVAC intake vents in all rooms where marijuana is stored, displayed for sale, or otherwise handled. The carbon filters are designed to reduce and control the airborne pollutants such as VOCs, odors, and other gaseous contaminants. The filters act by "scrubbing" the air, absorbing contaminants into the activated carbon material as it passes through to be recirculated throughout the HVAC system. Pleasantrees has selected Can Filter for the provider of these filters. The products are made in North America, and the company has had a reputation for high-quality filters for over 30 years. The brand was selected for multiple reasons, chief among these being that the units have the thickest filter material, and longest shelf life of the various filters Pleasantrees compared.

### SERVICE AND MAINTENANCE

Employees will be trained on the routine maintenance of pre-filters and carbon filters during orientation and training. Employees will learn how to disassemble pre-filters and carbon filters for inspection and proper maintenance, along with proper removal and reinstallation.

*Pre-filter* – Employee will perform maintenance on pre-filters monthly by vacuuming the dust from the pre-filter. Pre-filters will be replaced every 6 months.

*Carbon filter* – Employee will perform maintenance on carbon filters each year by vacuuming the dust from the outside of the carbon filter. Carbon Filters will be completely replaced every four years.

*PHI unit* – Employees will routinely inspect the bulb through an inspection sight glass during monthly inspections to confirm the unit is operational. Per manufacturer instructions, the bulbs in this unit will be replaced every 18,000 hours, or around every 4 years at an average of 12 hours per day of operation.

All filters and pre-filters will be tagged to identify the employee that installed the device, the date and time of the replacement, and the date that the device should be replaced by. Service and maintenance records will be maintained for all serviceable items in the odor control system. At minimum, these records will contain the following information:

- Date and time of service
- Service performed
- Name of individual performing the service
- Unit number or device number serviced



## ODOR CONTROL SYSTEM PLAN

### EFFORTS TO ADDRESS CONCERNS OF INCREASED ODORS

#### *Technology Used*

Odor levels shall be monitored on an ongoing basis and Pleasantrees is prepared to implement the below technology if there are any issues. Issues include complaints by surrounding businesses, visitors, members of the public at large, and the officials from the City of Lincoln Park.

1. 1. Administrative Controls
  - a. Procedural activities
    - i. Facility doors and windows are to be closed at all times unless of emergency. Employees will be trained to make management aware of abnormal odor so that the problem can be contained and resolved before any odor is allowed to escape the facility.
  - b. Recordkeeping systems and forms
    - i. Employees will be required to do daily checks on all odor eliminating equipment to verify they are all working properly, and carbon levels are more than sufficient to filter odor filled air.
2. Engineering Controls
  - a. The best control technology for marihuana cultivation facilities is carbon filtration.
  - b. Pleasantrees will require itself to operate carbon filters at least 10% above recommended cfm rating on all filters if required to be used.
3. Operational processes
  - a. Facility managers will be responsible for any maintenance and replacement of filters. All carbon filters are to be changed at minimum every 9 months. Replacement of filters must be recorded and documented. Any situations of more than normal odor levels must be recorded along with the remedy that was applied. Pleasantrees will be ultimately responsible for the proper installation, maintenance, and record keeping. Pleasantrees reserves the right to discipline compliance employees for any recorded obnoxious odor violation.



## ODOR CONTROL SYSTEM PLAN

### ADDRESSING ODOR COMPLAINTS

Pleasantrees has developed SOPs to manage complaints or system malfunctions should they arise. As part of routine facility inspections, Pleasantrees' Compliance Coordinator will walk around the perimeter of the facility to confirm there is no detectable odor being emitted. Should any odor be detected, the Compliance Coordinator will record the issue in the related notes in the inspection and will include the location the odor was detected.

In the event Pleasantrees receives a complaint of odors being emitted from the facility, the General Manager will complete a complaint form to document the incident and begin the investigation and resolution process. Once the form has been completed, it will be immediately provided to the manager on duty to take further action. The complaint form will include, at minimum, the following information:

- Date and Time of complaint
- Name of the individual making the complaint
- Description of the complaint
- Name and badge number of the employee recording the complaint

Once an odor mitigation concern has been identified, the management team will follow a diagnostic process to replicate the complaint, pinpoint the possible source, repair or replace items as needed, and confirm the repair has resolved the issue.

### MANAGER AVAILABILITY TO ADDRESS COMMUNITY CONCERNS

Pleasantrees will provide a sign/pamphlet/card with a phone number that can be contacted 24/7/365 that will allow any individual to put forth any concerns related to the provisioning center facility. Any complaint will be addressed by the manager, inhouse legal team, and if the complainant leaves contact information Pleasantrees will require follow up with the individual, along with a demonstration of how the concern has been addressed. Pleasantrees will provide information to the surrounding area and ensure they have the ability to have their voices heard and concerns addressed in timely manner.

### PROMPTNESS IN RESPONDING TO COMMUNITY CONCERNS

Pleasantrees takes community feedback very seriously and will address all concerns with a sense of urgency. We commit to responding to any complaints within 24 hours and will work toward resolution of any issue in as timely a manner possible.



# EXHIBIT E

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***Cutsheet of chemical storage products.***



## Flammable Drum Storage Cabinet - Vertical, Manual Doors, 55 Gallon



[More Images](#)

Keep drums safe and secure. For gasoline and flammable liquids.

- Holds 30 to 55-gal. drums stored vertically. Adjustable shelf. Steel rollers for easy loading and unloading.
- Double wall 18-gauge steel.
- Meets NFPA, OSHA and FM standards.
- To comply with NFPA 1 fire code, the [Self-Closing Cabinet](#) is required in the following states: AK, CA, HI, ID, MT, NC, NV, OR, UT, and WA.

12 YEAR WARRANTY

MODEL NO.	DESCRIPTION	OUTSIDE DIM. W x D x H	CAPACITY (GAL.)	NO. OF SHELVES	WEIGHT (LBS.)	PRICE EACH		IN STOCK SHIPS TODAY
						1	2+	
H-3685M	Vertical	34 x 34 x 65"	55	1	398	\$1,140	\$1,100	1 <a href="#">ADD</a>

SHIPS ASSEMBLED VIA MOTOR FREIGHT

[Additional Info](#)

[Parts](#)

[Shopping Lists](#)

[Request a Catalog](#)

### DIMENSIONS:

- Inside: 30 3/4 x 30 3/4 x 60 1/2" (W x D x H)
- Shelf: 30 3/8 x 14" (W x D)
- Rollers:
  - 27" Between frame width
  - Spacing: 6"
  - Rollers reduce usable height by 4".

### SIZE:

- Will not fit through a standard doorway (32" clearance).

### TEMPERATURE:

- Fire Rating: 325° F for 10 minutes

### CAPACITY:

- Sump: 8.3 gallons

### SPECIFICATIONS:

- Meets:
  - NFPA 30
  - OSHA29 CFR1910

### USAGE:

- Do not expose to wet, humid or outdoor environments (will rust).

Ships Via Motor Freight

Availability: **In Stock**  
Unit Weight: 398 lbs.

[Catalog Page 571](#)

[Email Item](#)

Country of Origin: USA

# Safety Data Sheet

99% IPA

## SECTION I - IDENTIFICATION

**PRODUCT NAME:** 99% IPA  
**PRODUCT CODE:** 6200  
**PRODUCT USE:** Industrial Cleaner/Solvent  
**COMPANY NAME:** QuestVapco Corporation  
**COMPANY ADDRESS:** PO Box 624 Brenham, TX 77834  
**COMPANY PHONE:** 1-800-231-0454  
**EMERGENCY PHONE:** 800-255-3924

## SECTION II – HAZARDS IDENTIFICATION

**CLASSIFICATION:** Flammable Liquid: Category 2

Eye Irritant: Category 2A

Specific Target Organ Toxicity (Single Exposure): Category 3

**HAZARD STATEMENT(S):** Danger: Highly flammable liquid and vapor Causes serious eye irritation. May cause drowsiness and dizziness.

This product contains the following percentage of chemicals of unknown toxicity: 0%

**PRECAUTIONARY STATEMENTS:** Keep away from heat, sparks, open flames, and hot surfaces. -No smoking. Keep container tightly closed. Wear protective gloves and eye protection. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice or attention. In case of fire use dry chemical, foam, or carbon dioxide. Store in a well-ventilated place. Keep container tightly closed and cool. Store locked up. Dispose of contents and container in accordance with local, state, and national regulations. Wash hands thoroughly after handling. Avoid breathing fumes, mist, or vapors. Use only outdoors or in a well-ventilated area. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center or doctor if you feel unwell.

For large quantities: Ground or bond container and receiving equipment. Use explosion-proof electrical, ventilating, and lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge.



**SYMBOL:**

**HAZARDS NOT OTHERWISE CLASSIFIED:** N/A

## SECTION III – COMPOSITION/INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENT	CAS NUMBER	PERCENT
Isopropyl Alcohol	67-63-0	100%

## SECTION IV - FIRST AID MEASURES

**EYES:** Remove contact lenses. Flush with water for at least 15 minutes. See a physician if irritation persists.

**INGESTION:** Rinse mouth with water. Do not induce vomiting unless directed by medical authority. Seek medical attention if irritation persists.

**INHALATION:** Move to fresh air. If breathing is difficult, administer oxygen. If heartbeat or breathing seems irregular seek immediate medical attention.

**SKIN:** Immediately wash with soap and water for 15 minutes. Remove contaminated clothing and shoes immediately. Seek medical attention if irritation persists.

**ACUTE HEALTH HAZARDS:** Eyes: redness, tearing, blurred vision

Inhalation: Anesthetic, irritation, Central Nervous System depression

**CHRONIC HEALTH HAZARDS:** Dermatitis may occur due to long-term irritation.

**NOTE TO PHYSICIAN:** There is no specific treatment regimen. Treatment of overexposure should be directed at the control of symptoms and the clinical condition of the patient.

## SECTION V – FIRE-FIGHTING MEASURES

**EXTINGUISHING MEDIA:** Dry chemical, foam, or Carbon Dioxide (CO<sub>2</sub>).

# Safety Data Sheet

99% IPA

**UNSUITABLE EXTINGUISHING MEDIA:** N/A

**SPECIAL FIRE FIGHTING PROCEDURES:** Wear NIOSH approved Self Contained Breathing Apparatus with a full face piece operated in a positive pressure demand mode with full body protective clothing when fighting fires.

**UNUSUAL FIRE AND EXPLOSION HAZARDS:** FLAMMABLE. Keep away from heat, sparks, open flames and other sources of ignition.

## SECTION VI – ACCIDENTAL RELEASE MEASURES

**PERSONAL PROTECTIVE EQUIPMENT:** Refer to section VIII for proper Personal Protective Equipment.

**SPILL:** Contain spill and eliminate ignition sources and ventilate area. Prevent spill from entering sewers, storm drains, and natural waterways. use non-combustible material like vermiculite, sand or earth for larger spills.

**WASTE DISPOSAL:** Dispose of in accordance with federal, state, and local regulations. Do not reuse container and recycle or place in trash collection. Drums and pails should be offered for recycling.

**RCRA STATUS:** Product should be fully characterized prior to disposal (40 CFR 261).

## SECTION VII – HANDLING AND STORAGE

**HANDLING AND STORAGE:** Do not use or store near heat or open flame. Store in cool dry place. Follow all label instructions.

Vapors may accumulate in low lying areas.

**INCOMPATIBILITY:** Strong acids

## SECTION VIII – EXPOSURE CONTROLS/PERSONAL PROTECTION

HAZARDOUS INGREDIENT	OSHA PEL	ACGIH TLV
Isopropyl Alcohol	500 ppm	400 ppm

**ENGINEERING CONTROLS / VENTILATION:** Local ventilation/exhaust adequate to maintain vapor concentrations below PEL/TLV

**RESPIRATORY PROTECTION:** Wear NIOSH/MSHA approved organic vapor respiratory protection if exposure limits are exceeded.

**PERSONAL PROTECTIVE EQUIPMENT:** Safety glasses and chemical resistant gloves

**ADDITIONAL MEASURES:** Above recommended limits follow OSHA CFR 1910.134

## SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

**APPEARANCE:** Clear, Colorless Liquid

**ODOR:** Isopropyl alcohol odor

**ODOR THRESHOLD:** 7.8mg/m<sup>3</sup>

**BOILING POINT:** 82.3°C

**FREEZING POINT:** N/D

**FLAMMABILITY:** Highly Flammable Liquid

**FLASH POINT:** 11.7°C (53°F)

**AUTOIGNITION TEMPERATURE:** 455°C

**LOWER FLAMMABILITY LIMIT:** 2.0

**UPPER FLAMMABILITY LIMIT:** 12

**VAPOR PRESSURE (mm Hg):** 33 mmHG @ 20°C

**VAPOR DENSITY (AIR=1):** 2.1

**EVAPORATION RATE:** >7

**SPECIFIC GRAVITY (H<sub>2</sub>O=1):** .770

**pH:** N/A

**SOLIDS (%):** N/D

**SOLUBILITY IN WATER:** 100%

**PARTITION COEFFICIENT: n-OCTANOL/WATER (K<sub>ow</sub>):** N/D

**VOLATILITY INCLUDING WATER (%):** 100 %

**VOLATILE ORGANIC COMPOUNDS (VOC):** 100%

**DIELECTRIC STRENGTH (Volts):** N/D

**DECOMPOSITION TEMPERATURE:** N/D

**VISCOSITY:** N/D

# Safety Data Sheet

99% IPA

## SECTION X – STABILITY AND REACTIVITY DATA

**REACTIVITY:** Chemically active metals and acids

**CHEMICAL STABILITY:** Stable

**CONDITIONS TO AVOID:** Do not mix with strong acids.

**INCOMPATIBILITY:** Strong acids

**HAZARDOUS DECOMPOSITION OR BY-PRODUCT:** Oxides of carbon

**POSSIBLE HAZARDOUS REACTIONS:** Will not occur

## SECTION XI – TOXICOLOGICAL INFORMATION

**TOXICOLOGICAL INFORMATION:** Isopropyl Alcohol (67-63-0) LD<sub>50</sub> (Oral, Rat) 5045mg/kg. LD<sub>50</sub> (Dermal, Rabbit) 12,800mg/kg.

**ROUTES OF ENTRY:** Eyes, Ingestion, Inhalation, Skin

**EYES:** Causes irritation, burning, redness, tearing.

**INGESTION:** Causes gastrointestinal irritation, headaches, nausea, diarrhea, vomiting, abdominal cramps.

**INHALATION:** Causes dizziness, headaches, nausea, central nervous system depression, excessive or prolonged exposure may cause unconsciousness.

**SKIN:** Causes dryness and cracking.

**MEDICAL CONDITION AGGRAVATED:** May aggravate existing dermatitis.

**ACUTE HEALTH HAZARDS:** Eyes: redness, tearing, blurred vision

Inhalation: Anesthetic, irritation, Central Nervous System depression

**CHRONIC HEALTH HAZARDS:** Dermatitis may occur due to long-term irritation.

**CARCINOGENICITY:** OSHA: No ACGIH: No NTP: No IARC: No OTHER: No

## SECTION XII – ECOLOGICAL INFORMATION

**ECOLOGICAL INFORMATION:** Isopropyl Alcohol (67-63-0) LC<sub>50</sub> (Fathead Minnow) 64,000 mg/l 96hrs.

**BIODEGRADABILITY:** This product is biodegradable.

**BIOACCUMULATION:** This product is not expected to bioaccumulate.

**SOIL MOBILITY:** This product is mobile in soil.

**OTHER ECOLOGICAL HAZARDS:** None Known

## SECTION XIII – DISPOSAL CONSIDERATIONS

**WASTE DISPOSAL:** Dispose of in accordance with federal, state, and local regulations. Do not reuse container and recycle or place in trash collection. Drums and pails should be offered for recycling.

**RCRA STATUS:** Product should be fully characterized prior to disposal (40 CFR 261).

## SECTION XIV - TRANSPORTATION INFORMATION

**PROPER SHIPPING NAME:** Isopropanol

**HAZARD CLASS/DIVISION:** 3

**UN/NA NUMBER:** UN 1219

**PACKAGING GROUP:** II

### AIR SHIPMENT

**PROPER SHIPPING NAME:** Isopropanol

**HAZARD CLASS/DIVISION:** 3

**UN/NA NUMBER:** UN 1219

### SHIPPING BY WATER:

**VESSEL (IMO/IMDG)**

**PROPER SHIPPING NAME:** Isopropanol

**HAZARD CLASS/DIVISION:** 3

**UN/NA NUMBER:** UN 1219

**ENVIRONMENTAL HAZARDS WATER:** N/A



# Safety Data Sheet

99% IPA

## SECTION XV - REGULATORY INFORMATION

**TSCA STATUS:** All Chemicals are listed or exempt.

**CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT):** None

**SARA 313 REPORTABLE INGREDIENTS:** None

**STATE REGULATIONS:** **Isopropyl Alcohol** (67-63-0) Right-to-Know acts for Rhode Island, Pennsylvania, Florida, Minnesota, Massachusetts, New Jersey, Tennessee Connecticut hazardous material survey. Isopropyl alcohol Illinois toxic substances disclosure to employee act

**INTERNATIONAL REGULATIONS:** All components are listed or exempted.

**NFPA HEALTH:** 1

**HMIS HEALTH:** 1

**NFPA FLAMMABILITY:** 3

**HMIS FLAMMABILITY:** 3

**NFPA REACTIVITY:** 0

**HMIS REACTIVITY:** 0

**NFPA OTHER:** None

**HMIS PROTECTION:** B

## SECTION XVI - ADDITIONAL INFORMATION

**PREPARATION BY:** Jonathon Jarvis

**DATE PREPARED:** 09/16/2013


**REVISION DATE:** 09/16/2013

N/A = Not Applicable; N/D = Not Determined

**DISCLAIMER:** To the best of our knowledge, information contained herein is accurate. However there is no assumption of liability for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazard which exists. The information contained in this SDS was obtained from current and reliable sources; however, the data is provided without any warranty, expressed or implied, regarding its correctness or accuracy. Since the conditions or handling, storage and disposal of this product are beyond the control of the manufacturer, the manufacturer will not be responsible for loss, injury, or expense arising out of the products improper use. No warranty, expressed or inferred, regarding the product described in this SDS shall be created or inferred by any statement in this SDS. Various government agencies may have specific regulations regarding the transportation, handling, storage, use, or disposal of this product which may not be covered by this SDS. The user is responsible for full compliance.

Form #:	SDS-001
Revision Date:	03/15/2019
Revision #:	07
Supersedes Date:	05/08/2018

Section 1: Identification			
Product Name:	SaniDate® 5.0	Product Type / Description:	Sanitizer / Disinfectant
Recommended Use:	Sanitizer / Disinfectant for commercial use	Other Means of Identification:	Peracetic Acid Solution, Peroxyacetic Acid Solution, PAA
Use Restrictions:	It is a violation of federal law to use this product in a manner inconsistent with its labeling.	Chemical Formula:	CH <sub>3</sub> CO <sub>3</sub> H
Manufacturer:	<b>BioSafe Systems, LLC</b> 22 Meadow Street   East Hartford, CT 06108	EPA Registration #:	70299-19
Telephone Number:	1-888-273-3088	<b>Emergency Number: 1-800-424-9300 (CHEMTREC)</b>	

Section 2: Hazard Identification	
GHS Classification	Hazard Statements
Organic Peroxide: Type F Corrosive to Metals: Category 1 Acute Toxicity Oral: Category 4 Dermal: Category 4 Inhalation: Category 4 Skin Corrosion/Irritation: Category 1A Serious Eye Damage/Eye Irritation: Category 1 Specific Target Organ Toxicity (Single Exposure): Category 3	H242: Heating may cause fire. H290: May be corrosive to metals. H302: Harmful if swallowed. H312: Harmful in contact with skin. H314: Causes severe skin burns and eye damage. H318: Causes serious eye damage. H335: May cause respiratory irritation.
Pictograms	Signal Word
	<b>DANGER</b>
Precautionary Statements	
General	Response
P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children. P103: Read label before use.	P301+P330+P331: IF SWALLOWED: Rinse mouth. Do not induce vomiting. P303+P361+P353: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. P304+P340: IF INHALED: Move person to fresh air and keep comfortable for breathing. P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P310: Immediately call a POISON CENTER/doctor. P321: For specific treatments see FIRST AID section on SDS or label. P363: Wash contaminated clothing before reuse. P370+P378: In case of fire: Use water or other suitable extinguishing media. P390: Absorb spillage to prevent material damage.
Prevention	Storage / Disposal
P210: Keep away from heat, sparks or open flames, no smoking. P220: Keep away from combustible materials. P221: Take any precautions to avoid mixing with combustibles. P234: Keep only in original container. P260: Do not breathe fumes, mist or vapors. P262: Do not get in eyes, on skin or on clothing. P264: Wash thoroughly after handling. P270: Do not eat, drink, or smoke when using this product. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves, clothing, eye protection, face protection.	P403+P235: Store in a well-ventilated place. Keep cool. P404: Store in a closed container. P405: Store locked up. P406: Store in corrosive resistant container, never use metal containers. P410: Protect from sunlight. P411: Store at temperatures not exceeding 55°C (131°F). P420: Store away from incompatible materials.  P501: Dispose of contents/container in accordance with local/regional/national/international regulations.



# SAFETY DATA SHEET (SDS)

SaniDate® 5.0

<b>Form #:</b>	SDS-001
<b>Revision Date:</b>	03/15/2019
<b>Revision #:</b>	07
<b>Supersedes Date:</b>	05/08/2018

## Section 3: Composition / Information on Ingredients

Components	CAS-No	% Composition (w/w)
Hydrogen Peroxide	7722-84-1	16.0 – 26.0%
Peroxyacetic Acid	79-21-0	4.2 – 6.0%
Acetic Acid	64-19-7	8.0 – 12.0%

## Section 4: First-Aid Measures

<b>Eye Contact:</b>	In case of eye contact, remove contact lenses and rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. See a medical doctor immediately.
<b>Skin Contact:</b>	Wash off immediately with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Seek immediate medical attention/advice.
<b>Ingestion:</b>	Rinse mouth with water. Never give anything by mouth to an unconscious person. Call a physician immediately. If swallowed, do not induce vomiting - seek medical advice.
<b>Inhalation:</b>	Remove to fresh air and keep at rest in a position comfortable for breathing. If not breathing, give artificial respiration. Consult a physician if necessary.
<b>Notes to Physician:</b>	This product can be corrosive to skin, eyes, and mucous membranes. Careful gastric lavage should be considered. Observations may be warranted. Treatment is controlled removal of exposure followed by supportive care.

## Section 5: Fire-Fighting Measures

<b>Suitable Extinguishing Media:</b>	Water spray.
<b>Unsuitable Extinguishing Media:</b>	Carbon dioxide, alcohol foam, dry chemical. Heavy water stream can spread fire.
<b>Combustion Products:</b>	Corrosive vapors, acetic acid, carbon oxides.
<b>Unusual Fire and Explosion Hazards:</b>	Product is not flammable but during a fire, product can decompose and generate oxygen which can initiate or promote combustion.
<b>Protective Equipment for Firefighters:</b>	Full chemical protection suits and boots (rubber or PVC) and self-contained breathing apparatus. Cordon the area to keep out all unnecessary personnel. Keep upwind. Use large quantities of water spray to fight fire. Cool containers / tanks with water spray. If safe to do, move product away from fire to secure area. Eliminate all possible sources of ignition and remove flammable material.

## Section 6: Accidental Release Measures

<b>Personal Precautions:</b>	Ensure adequate ventilation. Avoid inhalation, ingestion and contact with skin and eyes.
<b>Emergency Procedures:</b>	Ensure clean-up is conducted by trained personnel. Personnel should wear appropriate protective equipment. Remove all sources of ignition. Keep people away from and upwind of spill/leak. If facing concentrations above exposure limits personnel shall wear certified respirators.
<b>Environmental Precautions:</b>	Prevent undiluted spillage from entering sewers, basements or watercourses.
<b>Methods and Material for Containment and Clean-Up:</b>	Dike to collect large liquid spills. Contain spills with earth or sand or inert absorbent. Stop leak and contain spill if this can be done safely. Dilute with large quantities of water. If safe to do so, move product to secure area. Control runoff and isolate discharged material for proper disposal. Do not seal waste material, do not use textiles, tissues, saw dust or combustible materials to clean the spill. Do not return product to the original storage container/tank due to risk of decomposition.

## Section 7: Handling and Storage

<b>Handling:</b>	Wear protective gloves/eye protection/face protection/body, skin protection. Do not eat, drink, or smoke when using this product. Wash thoroughly after handling. Avoid breathing fumes/mist/vapors. Use only outdoors or in a well-ventilated area.
<b>Storage:</b>	Store in cool, ventilated area. Keep away from heat. Keep only in original container. Protect from sunlight. Store at temperatures not exceeding 30°C (86°F) for product quality. Do not store near combustible materials.
<b>Incompatible Materials:</b>	Oxidizing agents, strong reducing agents, combustible materials, heavy metals.
<b>Compatible Materials:</b>	304L Stainless Steel, 316L Stainless Steel, Passivated Aluminum; High Density Polyethylene (HDPE), Polyvinyl Chloride (PVC)

## Section 8: Exposure Controls / Personal Protection

### Components with Workplace Control Parameters

Component	ACGIH	NIOSH	OSHA
Acetic Acid	TWA: 10 ppm STEL: 15 ppm	TWA: 25 mg/m <sup>3</sup> - 8 hours. TWA: 10 ppm - 8 hours. IDLH: 50 ppm	TWA: 25 mg/m <sup>3</sup> - 8 hours. TWA: 10 ppm - 8 hours.
Hydrogen Peroxide	TWA: 1 ppm	TWA: 1.4 mg/m <sup>3</sup> - 8 hours. TWA: 1 ppm - 8 hours. IDLH: 75 ppm	TWA: 1.4 mg/m <sup>3</sup> - 8 hours. TWA: 1 ppm - 8 hours.
Peracetic Acid	STEL: 0.4 ppm		

# SAFETY DATA SHEET (SDS)

SaniDate<sup>®</sup> 5.0

Form #:	SDS-001
Revision Date:	03/15/2019
Revision #:	07
Supersedes Date:	05/08/2018

<b>Engineering Controls:</b>	Ensure adequate ventilation. Emergency eye wash stations / emergency showers should be available in the immediate vicinity of any potential exposure.
<b>General Hygienic Practices:</b>	Do not eat, drink or smoke during use. Wash hands immediately after handling the product.
<b>Personal Protective Equipment</b>	
<b>Respiratory Protection:</b>	Use NIOSH-approved air-purifying or supplied air respirator where airborne concentrations of vapor or mist are expected to exceed exposure limits. Recommended respirators are those with an organic vapor / acid gas cartridge.
<b>Eye / Face Protection:</b>	Chemical resistant goggles or face shield if splashes are expected to occur.
<b>Hand Protection:</b>	Rubber/latex/neoprene or other suitable chemical resistant gloves. Do not use leather or cotton gloves.
<b>Skin / Body Protection:</b>	Wear non-combustible clothing and footwear (PVC, neoprene, nitrile or natural rubber).

Section 9: Physical and Chemical Properties					
<b>Appearance:</b>	Clear, colorless liquid.	<b>Odor:</b>	Pungent, vinegar-like.	<b>Odor Threshold:</b>	NA
<b>Physical State:</b>	Liquid.	<b>pH:</b>	<1.5	<b>Specific Gravity:</b>	1.10 – 1.12 g/cm <sup>3</sup>
<b>Melting Point:</b>	NA	<b>Freezing Point:</b>	-30°C (-22°F)	<b>Boiling Point:</b>	NA
<b>Flash Point:</b>	NA	<b>Flammability:</b>	NA	<b>Flammability Limits:</b>	NA
<b>Vapor Pressure:</b>	22 mm Hg (30°C)	<b>Vapor Density:</b>	NA	<b>Solubility:</b>	Complete.
<b>Evaporation Rate:</b>	NA	<b>Auto-ignition Temperature:</b>	NA	<b>Decomposition Temperature:</b>	SADT > 55°C (131°F)
<b>Relative Density:</b>	NA	<b>Partition Coefficient n-octanol / water:</b>	NA	<b>Viscosity:</b>	NA

Section 10: Stability and Reactivity	
<b>Reactivity:</b>	Reactive and oxidizing agent, organic peroxide.
<b>Stability:</b>	Stable under recommended storage conditions.
<b>Conditions to Avoid:</b>	Open flames/heat sources, temperatures above 55°C (131°F), direct sunlight, combustible materials.
<b>Incompatible Materials:</b>	Acids, bases, reducing agents, organic materials, soft metals, salts of metals.
<b>Hazardous Decomposition Products:</b>	Thermal decomposition generates corrosive vapors, acetic acid and oxygen which supports combustion.

Section 11: Toxicological Information			
Acute Toxicological Data			
<b>Oral LD50 Rat:</b>	1026-1780 mg/kg	<b>Dermal LD50 Rat:</b>	1957 mg/kg
		<b>Inhalation LC50 Rat:</b>	4 hr – 4080 mg/m <sup>3</sup>
Symptoms and Effects			
Condition	Acute Effects	Chronic (Delayed) Effects	
<b>Eye Contact:</b>	Causes serious eye damage.	None.	
<b>Skin Contact:</b>	Causes severe skin burns.	None.	
<b>Inhalation:</b>	May cause respiratory tract irritation.	None.	
<b>Ingestion:</b>	Probable mucosal damage.	None.	

Section 12: Ecological Information			
Ecotoxicity:	Duration	Species	Value
	96 hr LC50	<i>Oncorhynchus mykiss</i> (rainbow trout)	0.53 mg/L
	21 d NOEC	<i>Daphnia magna</i>	0.05 mg/L
<b>Persistence and Degradability:</b>	Peracetic acid is completely miscible with water. Product is biodegradable due to chemical properties.		
<b>Bioaccumulative Potential:</b>	Does not bioaccumulate.		
<b>Mobility in Soil:</b>	Non-significant adsorption soil degradation, >99% in 20 minutes.		
<b>Results of PBT &amp; vPvB:</b>	This mixture contains no substance considered to be persistent, bioaccumulating nor toxic (PBT).		
<b>Other Adverse Effects:</b>	None known.		



Section 13: Disposal Considerations	
<b>Waste from Residues and Unused Product:</b>	Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.
<b>Contaminated Container Disposal:</b>	Do not reuse or refill containers. Triple rinse empty containers with clean water. Clean and empty containers should be taken to an approved waste handling site for recycling or disposal.

# SAFETY DATA SHEET (SDS)

SaniDate® 5.0

Form #:	SDS-001
Revision Date:	03/15/2019
Revision #:	07
Supersedes Date:	05/08/2018

## Section 14: Transport Information

UN Number	UN Proper Shipping Name	Hazard Class (Subsidiary)	Packing Group	IATA	Marine Pollutant
DOT 3109	Organic peroxide type F, liquid (Peroxyacetic Acid, Type F, Stabilized, <43%)	5.2 (8)	NA	Not permitted for shipment by air.	No
TDG 3109	Organic peroxide type F, liquid (Peroxyacetic Acid, Type F, Stabilized, <43%)	5.2 (8)	NA		
IMDG 3109	Organic peroxide type F, liquid (Peroxyacetic Acid, Type F, Stabilized, <43%)	5.2 (8)			
<b>Special Precautions:</b>		Shipping container: UN certified vented polyethylene			
<b>Shipping Placards:</b>		 			

## Section 15: Regulatory Information

TSCA Inventory List		US EPA CERCLA Hazardous Substances		Clean Water Act
Acetic Acid	Yes	Acetic Acid	5000 lbs.	5000 lbs.
Hydrogen Peroxide	Yes	Hydrogen Peroxide	NA	NA
Peracetic Acid	Yes	Peracetic Acid	NA	NA

### SARA Title III

	Sec. 302 TPQ.	Sec 304 RQ.	Sec 311 / Sec 312 Hazard Category	Sec 313	Clean Air Act Threshold Qty.
Acetic Acid	NA	NA	NA	NA	NA
Hydrogen Peroxide	1000 lbs.	1000 lbs.*	<b>Physical:</b> Oxidizer <b>Health:</b> Acute Toxicity; Skin Corrosion or Irritation; Serious Eye Damage or Eye Irritation; Specific target organ toxicity	NA	NA
Peracetic Acid	500 lbs.	500 lbs.	<b>Physical:</b> Organic Peroxide; Corrosive to Metals <b>Health:</b> Acute Toxicity; Skin Corrosion or Irritation; Serious Eye Damage or Eye Irritation; Specific target organ toxicity	Yes	10000 lbs.

\*Hydrogen Peroxide Reportable Quantity only applies to concentrations > 52%

<b>NFPA 704 Rating</b>	<b>Health:</b> 3	<b>Flammability:</b> 1	<b>Reactivity:</b> 1	<b>Special:</b> OX (Oxidizer)
<b>HMIS Rating</b>	<b>Health:</b> 3	<b>Flammability:</b> 1	<b>Physical:</b> 1	<b>PPE:</b> Recommended.
<b>Uniform Fire Code (NFPA 400)</b>	Organic Peroxide: Class IV, Liquid			

<b>California Prop 65</b>	This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm.
<b>FIFRA</b>	This product is a registered pesticide with the United States Environmental Protection Agency and is subject to EPA labeling requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). These requirements may differ from the classification criteria and hazard information required for a safety data sheet under the Global Harmonized Systems (GHS), and for workplace labels of non-pesticide chemicals. It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Always refer to product label for further precautionary information and use directions.

## Section 16: Other Information

### According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

To the extent of our knowledge, the information herein is accurate as of the date of this document. However, neither BioSafe Systems nor any of its affiliates make any warranty, expressed or implied, or accept any liability relating to the information or its use. The information is for use by technically skilled persons at their own discretion and risk. This is not a license or a patent. The user alone must finally determine suitability of any information or material for any contemplated use, the manner or use and whether any patents are infringed. Always read and follow label directions.

For additional information, call us toll-free at 1.888.273.3088 or visit [www.biosafesystems.com](http://www.biosafesystems.com)

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## Elizabeth Gunden

---

**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Monday, June 21, 2021 10:34 AM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Request: 1504 John A. Papalas - Marijuana Establishment

The police department does not have any information preventing the marijuana establishment from moving forward.

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Monday, June 21, 2021 10:00 AM  
**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 <jdhollandsworth@hengineers.com>  
**Subject:** Site Plan Request: 1504 John A. Papalas - Marijuana Establishment

Hello!

Please find attached a set of plans for the proposed marijuana establishment at 1504 John A Papalas. This project went through conceptual review before the Planning Commission in June and is now ready for full site plan review. Comments are appreciated by reply to this email by Monday, June 28<sup>th</sup>. 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

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"/> <b>GID General Industrial District</b> |
| <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:**

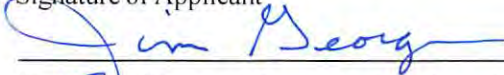
All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees 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: _____
<b>PLANNING COMMISSION ACTION</b>	
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            | <b>G GID General Industrial District</b> |
| 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			

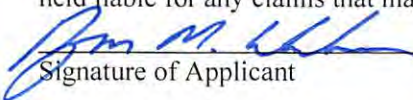
**ATTACH THE FOLLOWING:**

- 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.

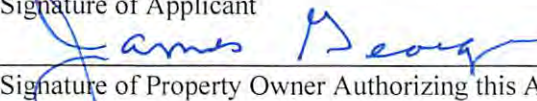
**PLEASE NOTE:** The applicant or a designated representative **MUST BE PRESENT** at all scheduled review meetings or the site plan may be tabled due to lack of representation.

**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: \_\_\_\_\_

## 1005 John A. Papalas – Marijuana Establishment

### Site Plan Review

Applicant	Ox Tail, Inc., represented by Sidock Group
Project	Marijuana Establishment
Address	1005 John A. Papalas Drive Lincoln Park, MI 48146
Date	July 14, 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 View

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. Papalas Drive. The building sits along John A. Papalas 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.

### Master Plan

#### Future Land Use Classification

The future land use classification for the site is Industrial. The proposed marijuana establishment is consistent with the designation.

### Land Use and Zoning

#### Zoning

The site is zoned General Industrial District (GID). The proposed marijuana establishment is permitted after special approval under section 1278.03.

#### Proposed and Existing Uses

Site	Vacant; General Industrial District (GID)
North	Ecorse River then fuel station; General Industrial District (GID)
East	ROW (I-75)
South	Industrial; General Industrial District (GID)
West	ROW then Industrial; 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
CS-001	Cover Sheet / Location Map / Drawing Index	04/27/2021	06/09/2021
AS-001	Architectural Site Plan	04/27/2021	06/09/2021
A-201	Proposed Floor Plan / Exterior Elevation	04/27/2021	06/09/2021

### Dimensional Standards

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

	Required	Provided	Compliance
<b>Lot Width</b>	Min. 100	~418 ft.	<b>Met</b>
<b>Street Frontage</b> (§1294.09)	Shrubbery and low retaining walls maximum 2 ½' < height < 8'	No shrubbery or retaining wall proposed at lot corners	<b>N/A</b>
<b>Lot Area</b>	Min. 43,560 sq. ft.	~81,457 sq. ft.	<b>Met</b>
<b>Lot Coverage</b>	Max. 75%	~23,710/81,457 = 29%	<b>Met</b>
<b>Height</b>	40 ft.	~20 ft.	<b>Met</b>
<b>Setback – Front</b>	25 ft.	45' 6"	<b>Met</b>
<b>Setback – Sides</b>	25 ft. (2 sides combined >50 ft.)	74' (south), 103' 9" (north)	<b>Met</b>
<b>Setback – Rear</b>	25 ft.	29' 7"	<b>Met</b>

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"> <li>• Building mass, height, bulk and width-to-height ratio within 50-150% of buildings within 500'</li> </ul>	<b>Met</b>
<ul style="list-style-type: none"> <li>• Architectural variety</li> <li>• Similar materials and entrances to buildings within 500'</li> </ul>  <p>Figure 3: The site looking north.</p>  <p>Figure 4: John A. Papalas Drive looking south.</p>	<b>Met</b>

Required	Compliance
<ul style="list-style-type: none"> <li>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) <i>Front elevation of unit (facing John A. Papalas): 100% brick veneer (766 sf / 766 sf)</i> <i>Brick veneer: ~766 sf</i> <i>Windows (exempt): ~269 sf</i> <i>Total: ~1,035 sf</i></li> <li>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)</li> <li>Natural colors (bright for decorative features only). <i>Natural brick-color façade; proposed awning colors are black and white.</i></li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Façade: &lt;100' uninterrupted</li> <li>If &gt;100' = recesses, off-sets, angular forms, arches, colonnades, columns, pilasters, detailed trim, brick bands, contrasting courses of material, cornices or porches</li> <li>All sides similar</li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Windows: vertical, recessed, visually obvious sills</li> <li>Spaces between windows = columns, mullions, or material found elsewhere on façade</li> <li>Front facades &gt; 25% windows ~26% transparency (269 sf / 1,035 sf)</li> <li>Size, shape, orientation, spacing to match buildings within 500'</li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Main entrances: doors larger</li> <li>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)</li> </ul>	<p><b>Met</b></p>
<ul style="list-style-type: none"> <li>Pitched / shingled roof forms suggested; overhanging eaves with slope of 0.5 to 1</li> <li>Rooflines &gt;100' = roof forms, parapets, cornice lines</li> <li>Roof-top mechanical equipment screened by roof form. <i>No indication of mechanical equipment located on the roof</i></li> </ul>	<p><b>Met</b></p>

There are no proposed changes to the existing building façade, other than an awning addition.

**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 is an existing wooded area on the north end of the property adjacent to the Ecorse River that will be preserved.

**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 is an existing sidewalk that spans the front of the building; however, there is no sidewalk along the John A. Papalas Drive right-of-way. There are no bicycle facilities along the ROW or bicycle parking facilities proposed.

**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>3,645 sf GFA / 250 = 14.58 = 14 spaces</i>	The existing parking lot has 69 parking spaces.	<b>Met</b>

	Required	Proposed	Compliance
<b>Parking Area Type C §1290.05</b>	Adequate means of ingress and egress shall be provided and shown	Two existing ingress and egress points from John A. Papalas Drive.	<b>Met</b>
	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 parking lot is concrete, though some sections are in poor condition and need to be replaced. Sections to be replaced are shown on Sheet AS-001.	<b>Met</b>
	Concrete curbs and gutters	Existing concrete curbs and gutters. Gutters in north drive are in poor condition and need to be replaced. Gutters to be replaced are shown on Sheet AS-001.	<b>Met</b>
	When adjoining residential property and/or a residential street or alley: 6' solid masonry wall, ornamental on both sides, with bumper guards	Property does not adjoin residential property.	<b>N/A</b>



	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.	Property 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 motorist visibility on adjacent rights-of-way; Lighting height <25 ft.	Property does not adjoin residential property; there does not appear to be any existing existing or proposed parking lot lighting.	N/A
	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

Engineering comments state that some of the concrete sections of the parking lot are in poor condition (see photos below). The sections with multiple cracks and unsafe, Spaulding, and deteriorated concrete must be replaced to bring the parking lot up to City of Lincoln Park Standards. The concrete sections that have a single crack are not a safety hazard may be able to be joint sealed as directed by the engineer. Additionally, the south side of the south drive approach has broken and deteriorated concrete that must be replaced, and the gutter area of both the south and south area of the north drive approach is in poor condition that must be replaced. The hatched areas on Sheet AS-001 indicate the sections where the applicant will replace the existing concrete that is in poor condition. Engineering comments recommend the Building and/or Engineering Department perform an inspection of the parking lot and determine the scope and limits of the parking lot improvements that should be required.



Figure 5: Existing conditions of parking lot and curbs.

**Items to be addressed**

- Deteriorated concrete in the existing parking lot shall be brought up to City of Lincoln Park standards.
- Curb and gutters on the north drive approach shall be replaced.

**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
51 to 75	3	4 existing barrier-free spaces	<b>Met</b>

**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
2,001 to 5,000	1	1 in front of the building	<b>Met as possible</b>

The applicant proposes to have deliveries come to the front of the building and enter via a restricted access vestibule and receiving room. While the small space outside between a delivery van and the door is not entirely screened from view, the proposed delivery arrangement meets the requirement that all products shall be transferred directly from the vehicles into the establishment and is entirely restricted from the public in the interior of the building. The proposed delivery arrangement also meets the intent of the safety standards pertaining to marijuana establishments. Per the Michigan Zoning Enabling Act, a Special Land Use is a discretionary decision. Considering the unique nature of a Special Land Use, the Planning Commission has the ability to determine if the proposed delivery arrangement will adequately protect the public health, safety, and general welfare.

### 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. 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 an existing 8' greenbelt along John A. Papalas.	Met as possible
	1 tree and 4 shrubs per 40' of street frontage <i>418 ft. street frontage = 10 trees and 42 shrubs</i> <i>30% redevelopment standard = 3 trees and 13 shrubs</i>	4 existing street trees and 6 proposed street trees (10 total); 4 existing shrubs and 59 proposed shrubs (63 total).	Met
	Where headlights from parked vehicles will shine into the ROW, may require a totally obscuring hedge	Proposed obscuring hedge with shrubs along John A. Papalas.	Met
Interior Landscaping	10% of total lot area landscaped, including groundcover <i>(81,457 sf * 0.1) = 8,146 sf landscaping</i> <i>30% redevelopment standard = 2,444 sf</i>	~26,780 sf landscaped area	Met
	Interior landscaping to be grouped near entrances, foundations, walkways, service areas	Grouped near entrances and walkways.	Met
	1 tree per 400 sf of required landscaping and 1 shrub per 250 sf of required landscaping <i>8,146 sf = 20 trees and 33 shrubs</i> <i>30% redevelopment standard = 2,444 sf = 6 trees and 10 shrubs</i>	3 existing shrubs and 7 proposed trees, plus 19,625 sf wooded area on north side of property with undetermined number of trees and shrubs.	Met
Parking Lot	1 deciduous or ornamental tree per 10 parking spaces <i>69 spaces = 7 trees</i> <i>30% redevelopment standard = 2 trees</i>	4 proposed parking lot trees with >100 sf planting area.	Met
	100 sf of planting area per tree		
Screening	Waste receptacle: Decorative masonry wall of at least 6' with solid or impervious gate	Dumpster location and screening details, which include lock, provided on Sheet AS-001.	Met
	Abutting residential: greenbelt, 15' with 5' evergreens (PC may waive); solid 6' masonry wall ornamental on both sides	Property does not abut residential property or uses.	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. The applicant proposes to add landscaping, which will conform to the 30% redevelopment standard, and in some instances to the complete landscaping requirements.

### Items to be addressed

*None*

### 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. Engineering comments state that 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.*

There are five existing wall-mounted lights on the front façade of the entire building. There is additional lighting proposed underneath the awnings to meet the security lighting requirements outlined in 1296.02.QQ, though no details are provided.

**Items to be addressed**

- *Applicant shall provide manufacturer specifications of new lighting to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.*

**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.*

No mechanical equipment is visible from the right-of-way.

**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 proposed use is not expected to generate hazardous materials or waste.

**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.*

	Required	Proposed	Compliance
Setback	200 ft setback from public or private schools providing education for kindergarten through 12th grade	No public or private schools within 200 ft.	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
Prohibited	No other accessory uses permitted within the same building, other than those clearly necessary for continued operation, such as offices, employee facilities, and storage.	Proposed use includes retail, office, storage, work room, and break room spaces.	Met
	The location from which a primary caregiver manufactures, stores, and distributes medical marijuana to a qualifying patient shall not be used by another primary caregiver for any purpose whatsoever.	Proposed use is a medical and recreational marijuana dispensary.	Met
	Except for marijuana retail establishments and provisioning establishments, dispensing of marijuana is prohibited.	Proposed use is a medical and recreational marijuana dispensary.	Met
	Temporary outdoor marijuana special events are prohibited.	No outdoor special events proposed.	Met

	Required	Proposed	Compliance
	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 details on proposed sale or display.	INQUIRY
Storage & Activities	All activity related to marihuana businesses shall be conducted indoors.	No proposed outdoor activity.	Met
	No outdoor storage shall be allowed.	No proposed outdoor storage.	Met
Waste	Waste receptacles that are outdoors must be enclosed, and locked at all times when not in use.	Dumpster location and screening details, which include lock, provided on Sheet AS-001.	Met
Loading	Shall not be visible to the public and shall be either fully or partially enclosed.	Proposed deliveries to be at the front and via a restricted access vestibule and receiving room. A small area outside between a delivery van and the door is not entirely screened from view, but is entirely restricted from the public in the interior of the building. Planning Commission may determine if proposed arrangement meets the intent of the safety standards.	Met as possible
	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.	Products will be transferred directly from delivery vehicles into the restricted vestibule.	Met
	Should a vehicle have to maneuver to enter the loading zone, it is subject to parking lot requirements in 1290.08.	There is ample maneuvering space.	Met
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.	No proposed hours of operation provided.	INQUIRY
Lighting	Exterior lighting shall be required for security purposes, and shall be implemented in accordance with the provisions of the Zoning Ordinance.	Proposed lighting under awnings, though no details provided.	INQUIRY
Grower	Any lighting methods shall not exceed the foot candles permitted for the exterior of the building between the hours of 11pm and 7am.	N/A	N/A



	Required	Proposed	Compliance
	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.	N/A	
	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.	N/A	

**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 hours of operation.
- Applicant shall provide manufacturer specifications of new lighting to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.

**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 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.

**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 and Waivers

#### Conditions to be Addressed Before Approval Letter is Issued:

- Applicant shall provide manufacturer specifications of new lighting to ensure that lighting is arranged to deflect away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.
- Applicant shall provide details on ventilation and odor control methods.
- Applicant shall provide details on proposed sale and display methods.
- Applicant shall provide hours of operation.

#### Conditions of Approval

- Deteriorated concrete in the existing parking lot shall be brought up to City of Lincoln Park standards.
- Curb and gutters on the north drive approach shall be replaced.
- Applicant shall work with the building superintendent, City Engineer, and Lincoln Park Department of Public Services to comply with soil erosion control standards.
- 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 work with the Building Department to ensure signs comply with the Lincoln Park Sign Ordinance.
- 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 Marijuana Licenses.
- Applicant to secure all appropriate agency reviews as needed.

### Recommendations

I move that the City of Lincoln Park Planning Commission **approve** the site plan numbered PPC21-0013, proposing a marijuana establishment at 1005 John A. Papalas Drive 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.

## 1005 John A. Papalas – Marijuana Establishment Special Land Use Review

---

<b>Applicant</b>	Ox Tail, Inc., represented by Sidock Group
<b>Project</b>	Marijuana Establishment
<b>Address</b>	1005 John A. Papalas Drive Lincoln Park, MI 48146
<b>Date</b>	July 14, 2021
<b>Request</b>	Special Land Use Approval
<b>Recommendation</b>	<b>Approval</b>

---

### REQUEST

The proposed Special Land Use approval would allow for a marijuana establishment, to include a dispensary for medical and recreational marijuana. The site is a 3,000 sq. ft. unit in an existing 23,710 sq. ft. building along John A. Papalas Drive. The building sits along John A. Papalas 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 proposed use of a marijuana establishment is permitted within the General Industrial District (GID) after Special Land Use approval under §1286.03 of the Lincoln Park Zoning Code, and subject to §1296.02(QQ).

The property is legally described as:

CG27A,27B LOT 27 EXC TRIANGALUR PART MEASURING 201.27 FT ON THE NWLY LOT LINE 226.28 FT ON THE SELY LOT LINE LINCOLN PARK INDUSTRIAL SUB PC 37,50,667 L100 P26 TO 30 WCR.

### CRITERIA FOR REVIEW

The following conditions are all required to be met before a Special Land Use approval may be granted:

- 1) The special use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto and for the City as a whole;

*This condition is MET.*

- 2) The special use is compatible and in accordance with the goals, objectives and policies of the City's Comprehensive Development Plan;  
*The Future Land Use classification for the site is Industrial. The proposed marijuana establishment is consistent with the designation.*  
*This condition is MET.*
- 3) The special use is necessary for the public convenience at that location;  
*Marijuana establishments are only permitted in the General Industrial District.*  
*This condition is MET.*
- 4) The special use is compatible with adjacent uses of land, and can be constructed, operated and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;  
*The proposed marijuana establishment is located in an existing building within the General Industrial District. Adjacent uses are industrial in nature, and there are no adjoining residential properties.*  
*This condition is MET.*
- 5) The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;  
*The proposed marijuana establishment will meet the City's zoning and licensing standards both of which protect the public health, safety, and welfare of the community.*  
*This condition is MET.*
- 6) The special use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;  
*The proposed marijuana establishment will redevelop a unit within an existing building.*  
*This condition is MET.*
- 7) The special use will not cause injury to the value of other property in the neighborhood in which it is to be located;  
*This condition is MET.*
- 8) The special use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety or welfare by reason of excessive production of traffic, noise, smoke, odors or other such nuisance;  
*This condition is MET.*

- 9) The special use is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and meets applicable site design standards for use in Section 1296.02; and

*The site design as proposed conforms with the Site Design Standards for Uses Permitted After Special Approval listed in section 1296.02.*

*This condition is MET.*

- 10) The special use is related to the valid exercise of the City's police power and purposes which are affected by the proposed use or activity.

*This condition is MET.*

### PROPOSED MOTION

I move that the Lincoln Park Planning Commission grant Special Land Use **Approval** for a marijuana establishment at 1005 John A. Papalas, as requested in PPC 21-0013, based on an affirmative finding of compliance with the criteria set forth in Section 1262.08 of the Lincoln Park Zoning Code.

# MOSES ROSES LINCOLN PARK DISPENSARY

1005 JOHN A. PAPALAS DRIVE, LINCOLN PARK, MICHIGAN, 48146



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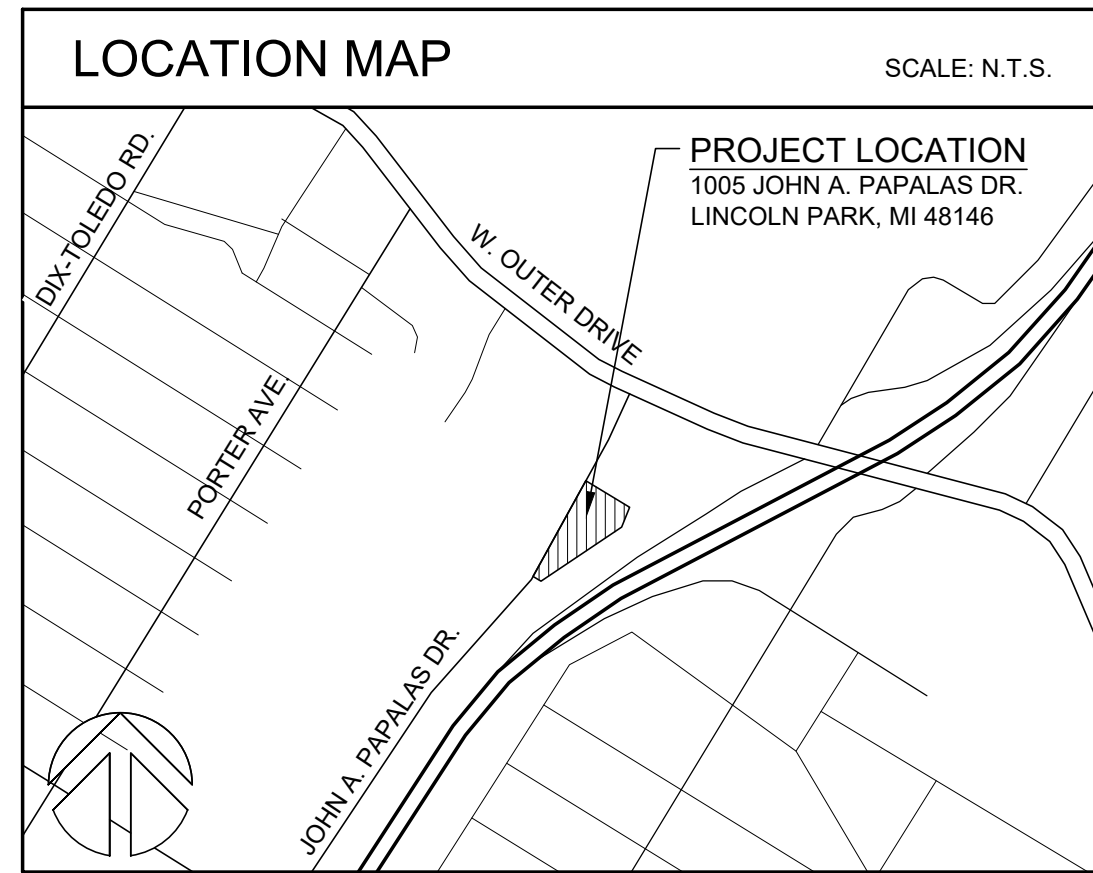
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Key Plan: No Scale



INDEX TO DRAWINGS	
<u>GENERAL</u>	
CS-001	COVER SHEET / LOCATION MAP / DRAWING INDEX
<u>ARCHITECTURAL</u>	
AS-001	ARCHITECTURAL SITE PLAN
A-210	PROPOSED FLOOR PLAN / EXTERIOR ELEVATIONS



Client:  
**OX TAIL INC.**

32411 MOUND ROAD  
WARREN, MI 48092  
ph.: 586.303.2211

Project:  
**MOSES ROSES  
LINCOLN PARK  
DISPENSARY**

1005 JOHN A. PAPALAS DRIVE  
LINCOLN PARK, MI 48146

Seal:  
  
*Emmanuel Kollias*

Date: 04/27/2021 Issued For: SPECIAL LAND USE  
06/09/2021 REV. SITE PLAN REVIEW

Drawn: JG  
Checked: EK  
Approved:

Sheet Title:  
**COVER SHEET /  
LOCATION MAP /  
DRAWING INDEX**

Project Number: **321216.A**

Sheet Number: **CS-001**

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Key Plan: No Scale

Client:  
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Seal:



*Emmanuel D. Kollias*

Date: 04/27/2021 Issued For: SPECIAL LAND USE  
06/09/2021 REV. SITE PLAN REVIEW

Drawn:  
Checked:  
Approved:

Sheet Title:  
**ARCHITECTURAL  
SITE PLAN**

Project Number: **321216.A**

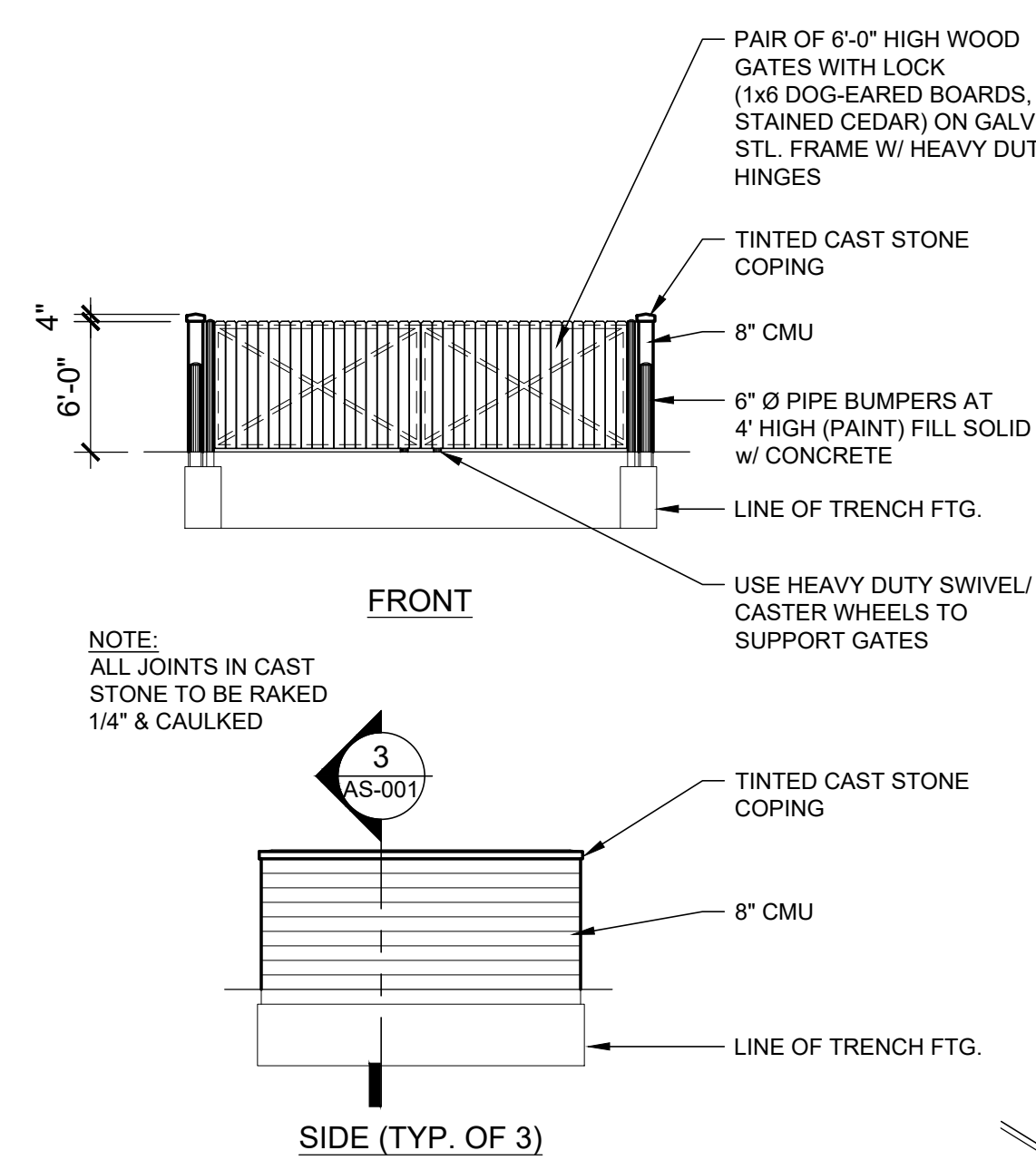
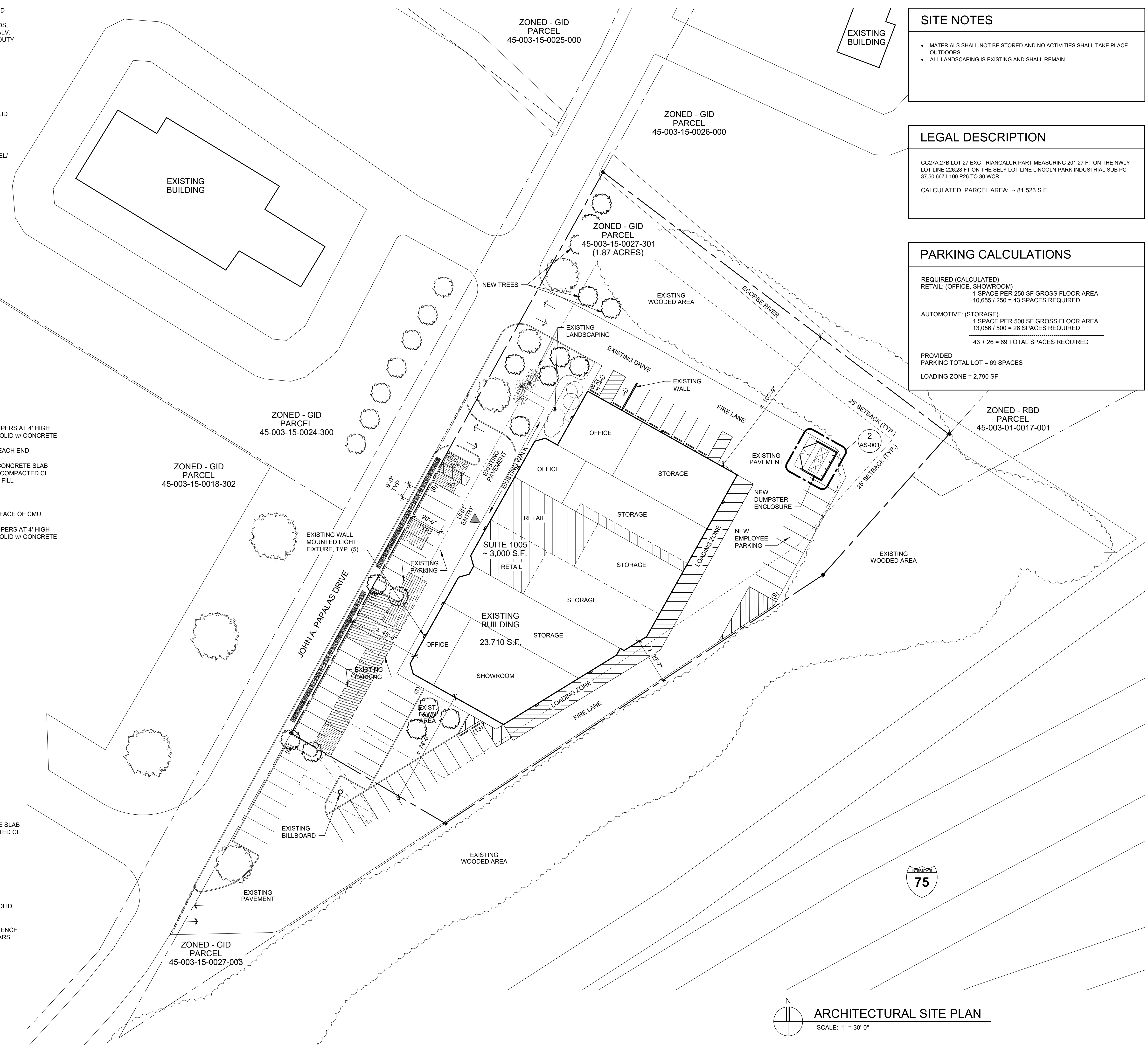
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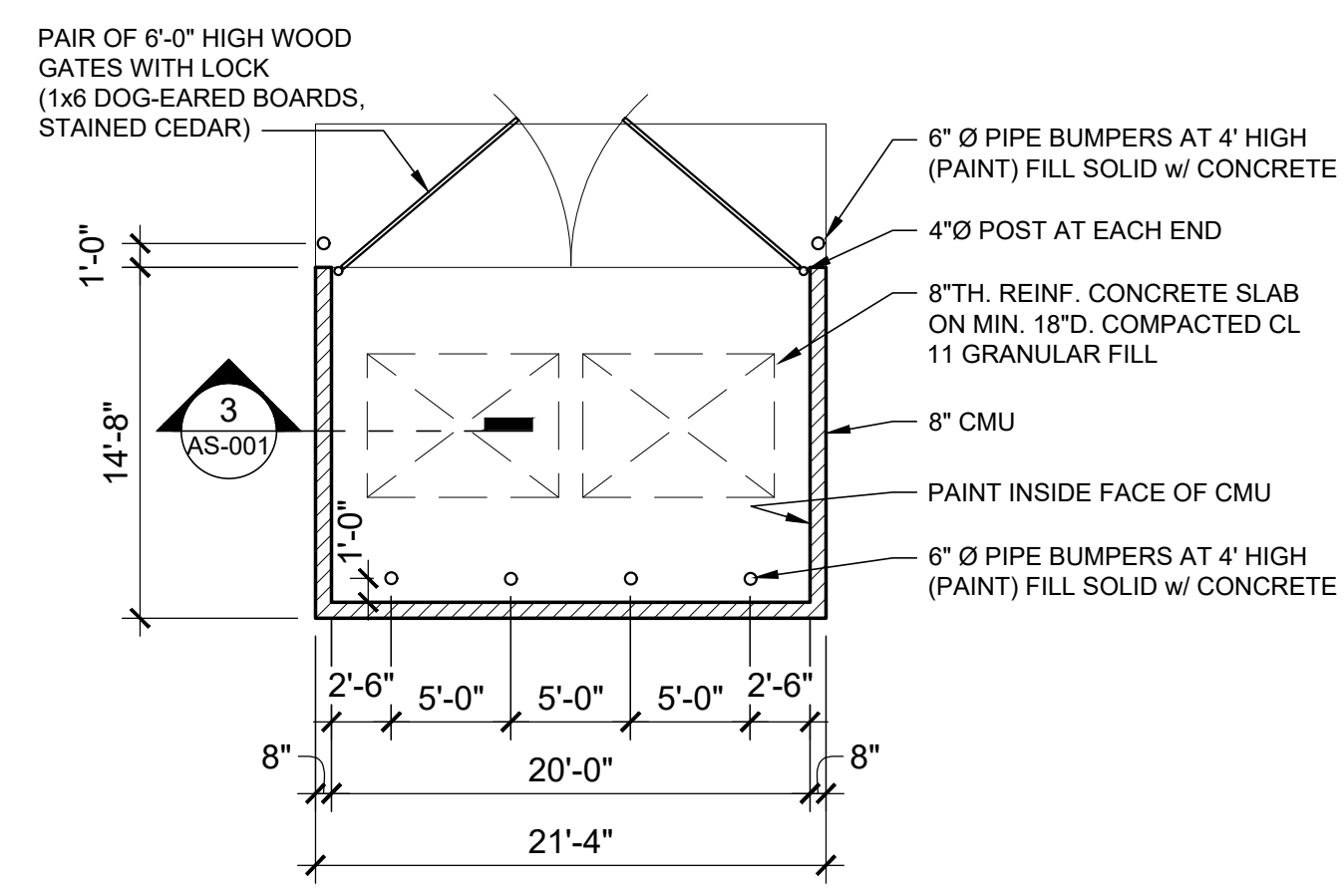
SITE NOTES
<ul style="list-style-type: none"> <li>MATERIALS SHALL NOT BE STORED AND NO ACTIVITIES SHALL TAKE PLACE OUTDOORS.</li> <li>ALL LANDSCAPING IS EXISTING AND SHALL REMAIN.</li> </ul>

LEGAL DESCRIPTION
<p>CG27A-27B LOT 27 EXC TRIANGULAR PART MEASURING 201.27 FT ON THE NWLY LOT LINE 226.28 FT ON THE SELY LOT LINE LINCOLN PARK INDUSTRIAL SUB PC 37.50,667 L100 P26 TO 30 WCR</p> <p>CALCULATED PARCEL AREA: ~ 81,523 S.F.</p>

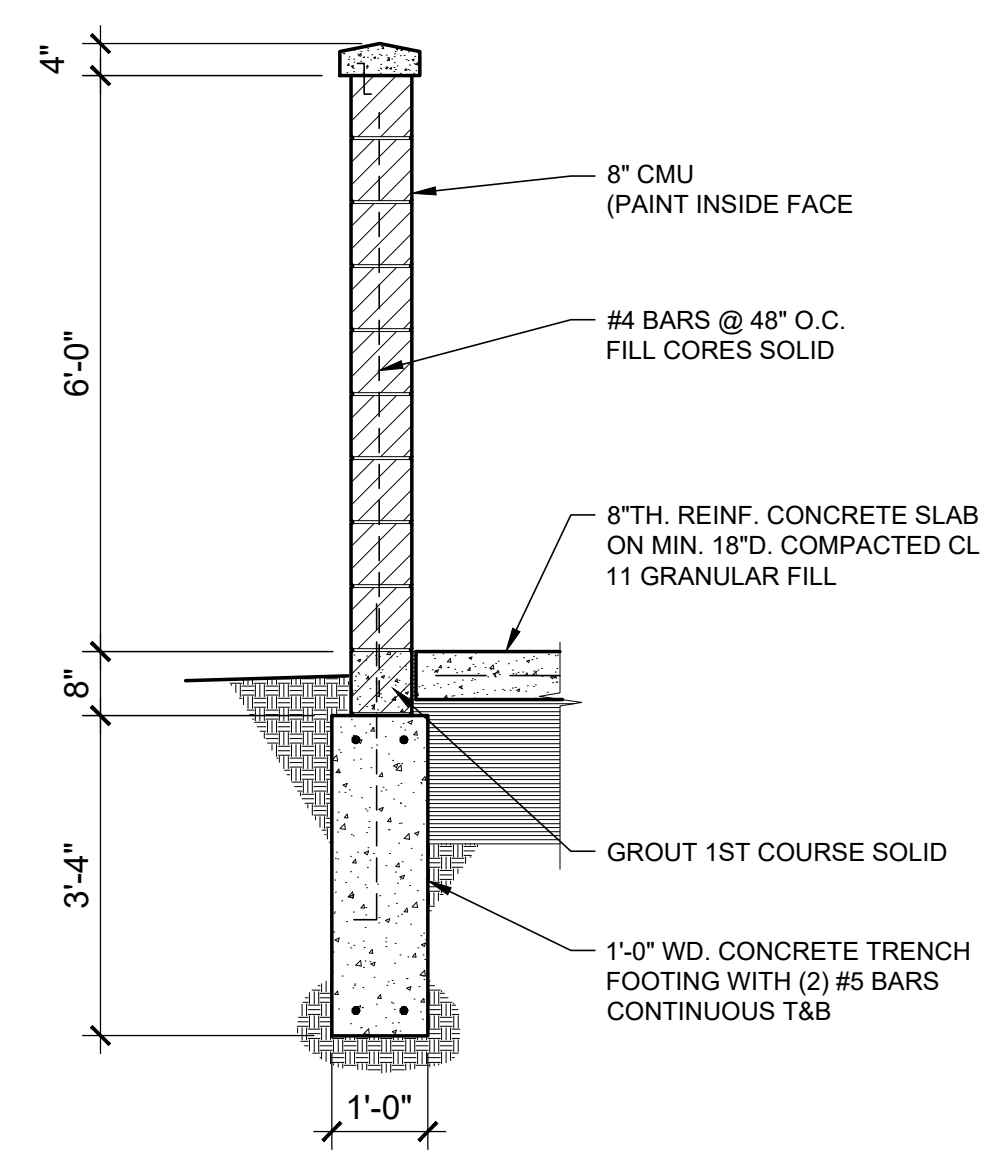
PARKING CALCULATIONS
<p><b>REQUIRED (CALCULATED)</b></p> <p>RETAIL: (OFFICE, SHOWROOM) 1 SPACE PER 250 SF GROSS FLOOR AREA 10,655 / 250 = 43 SPACES REQUIRED</p> <p>AUTOMOTIVE: (STORAGE) 1 SPACE PER 500 SF GROSS FLOOR AREA 13,056 / 500 = 26 SPACES REQUIRED</p> <p>43 + 26 = 69 TOTAL SPACES REQUIRED</p> <hr/> <p><b>PROVIDED</b></p> <p>PARKING TOTAL LOT = 69 SPACES</p> <p>LOADING ZONE = 2,790 SF</p>



**1**  
**DUMPSTER ENCLOSURE ELEVATIONS**  
SCALE: 1/8" = 1'-0"



**2**  
**DUMPSTER ENCLOSURE PLAN**  
SCALE: 1/8" = 1'-0"



**3**  
**DUMPSTER ENCLOSURE SECTION**  
SCALE: 1/2" = 1'-0"

**ARCHITECTURAL SITE PLAN**  
SCALE: 1" = 30'-0"

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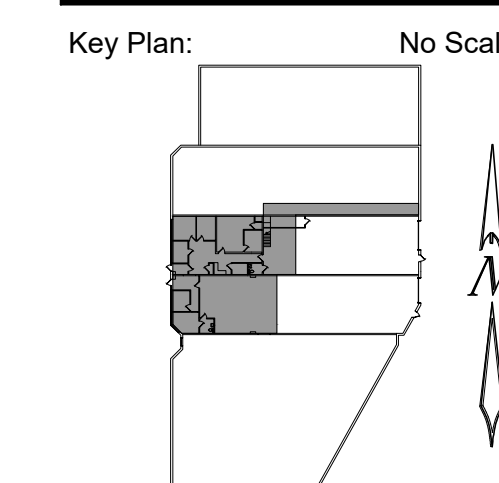
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Date: 04/27/2021 Issued For: SPECIAL LAND USE  
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06/09/2021 REV. SITE PLAN REVIEW

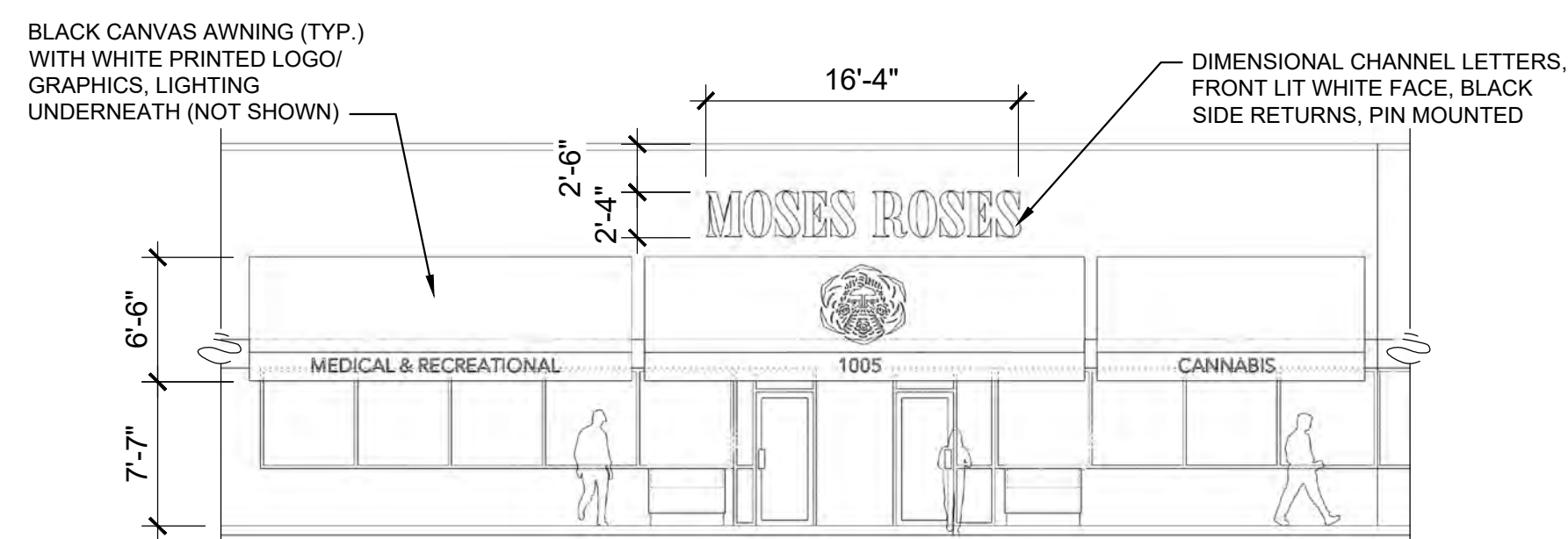
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Checked:  
Approved:

Sheet Title:  
**PROPOSED  
FLOOR PLAN /  
EXTERIOR  
ELEVATION**

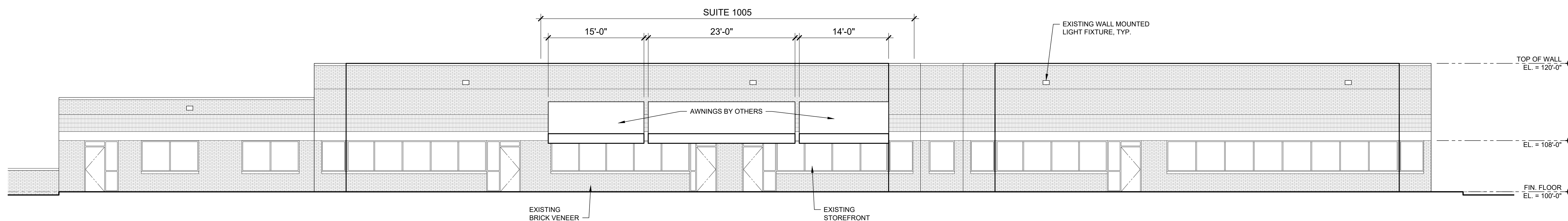
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Sheet Number: **A-210**

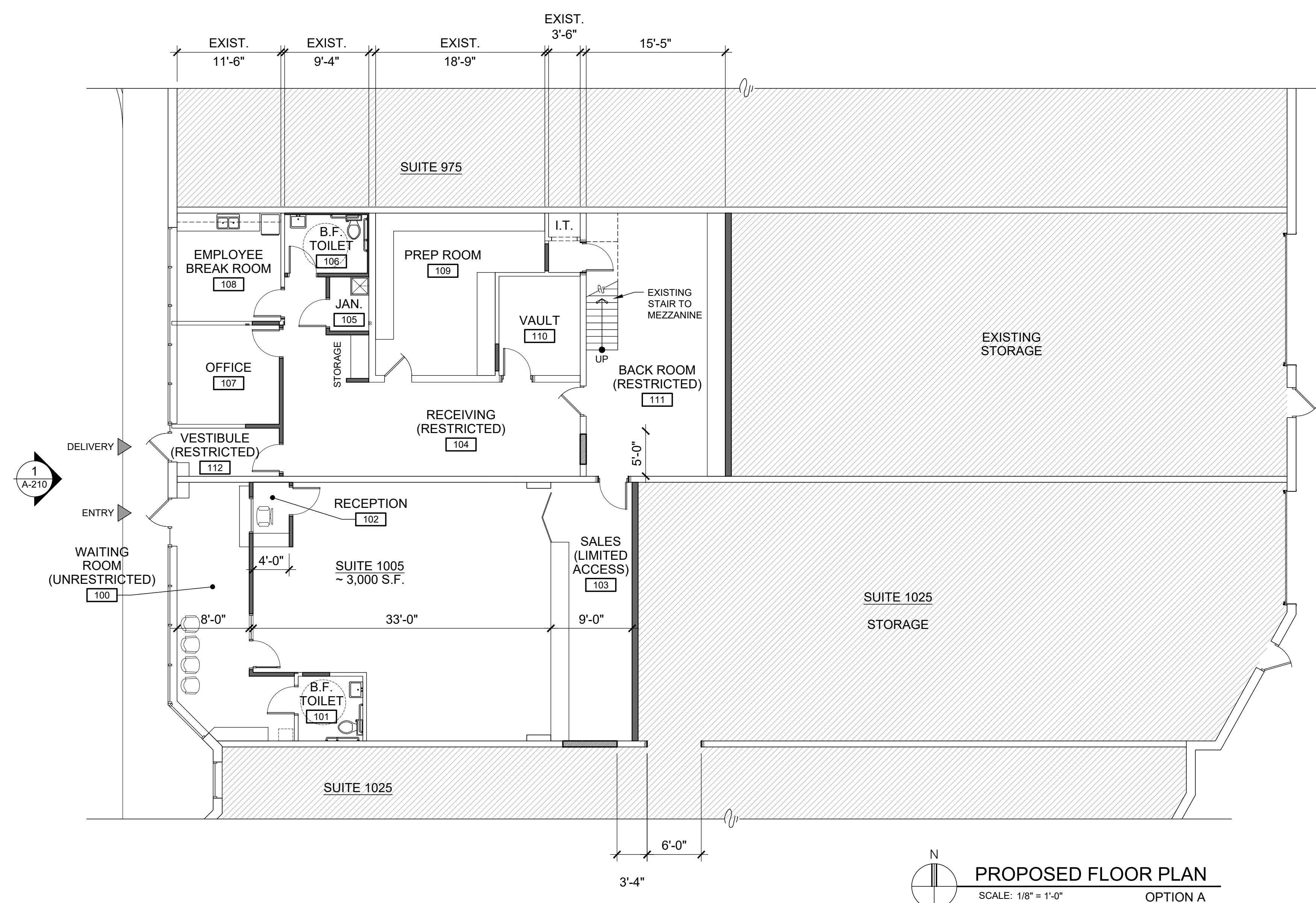
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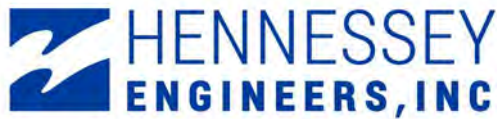
**2 SIGNAGE ELEVATION**  
SCALE: 1/8" = 1'-0"



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



**PROPOSED FLOOR PLAN**  
SCALE: 1/8" = 1'-0" OPTION A



June 18, 2021

Ms. Leah DuMouchel, AICP  
Beckett & Raeder, Inc.  
535 West William St. Suite 101  
Ann Arbor, MI, 48103-4978

**Re: Moses Roses Dispensary  
1005 John A. Papalas Drive  
City of Lincoln Park, MI  
Hennessey Project 72145**

Dear Ms. DuMouchel:

Hennessey Engineers, Inc., completed our second review of the plans for the Planning Commission submittal with a revised date of June 9, 2021 and received via email from you on June 16, 2021.

The project consists of an existing commercial building for use as a cannabis dispensary.

Listed below are some comments which are recommended to be addressed in the Preliminary Plan approval but would not be grounds for a reason for denial from an engineering feasibility standpoint:

#### **RECOMMENDATIONS**

1. If the existing sanitary sewer service 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.
2. The site plan does not show any new water service connections. If the existing water service is being reused, it is important that the developer realize this existing water service is old and may have reached its life expectancy.

#### **REQUIRED**

3. **If the existing service is a lead type service, it will be required to be removed and replaced. The engineer or architect must verify existing water service type and size.** The architect should verify that the existing service is adequate to handle the required flows. If it is undersized for the proposed use of the building or if it is a lead type service, it must be replaced. The developer's engineer or architect shall determine the water service lead capacity.

**Sheet AS-001**

It appears the plans are showing some areas of the parking lot being removed and replaced, however there is not a legend that confirms this. The plans are very vague as to the parking lot improvements that are being proposed. I recommend the Building and/or Engineering Department perform an inspection of the parking lot and determine the scope and limits of the parking lot improvements that should be required.

4. As stated in my prior letter, the existing parking lot is a concrete parking lot. Some of the concrete sections are in poor condition. The sections with multiple cracks, and unsafe, Spaulding and deteriorated concrete must be replaced to bring the parking lot up to City of Lincoln Park Standards.
5. The concrete sections that have a single crack are not a safety hazard may be able to be joint sealed as directed by the engineer.
6. The south side of the south drive approach has broken and deteriorated concrete. This section must be replaced.
7. The gutter area of both the south and south area of the north drive approach is in poor condition and must be replaced.

From an engineering feasibility, our office does not have any issues with the approval of the Site Plan submittal. Therefore, from the engineering feasibility review it would be our recommendation for the “**approval**” of the Preliminary Site Plan. It is our recommendation the items listed above must be completed prior to issuing a permanent Certificate of Occupancy.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**HENNESSEY ENGINEERS, INC**



James D. Hollandsworth, P.E., P.S.  
Lincoln Park Project Manager

JDH/bd

cc: John Kozuh, DPW Director, City of Lincoln Park  
John Meyers, Building Official, City of Lincoln Park  
Laura Passalacqua (D'Onofrio), Clerk, City of Lincoln Park  
Monserrat Contreras, Permit Clerk, City of Lincoln Park  
B.3

R:\Municipalities\70000's Lincoln Park\72000's\72145 Moses Roses Dispensary\1005 John Papalas\Moses Roses Dispensary 1005 John A. Papalas DR  
2nd PC Review June 18, 2021.docx

## Elizabeth Gunden

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**From:** Ray Watters <RWatters@citylp.com>  
**Sent:** Monday, June 21, 2021 10:36 AM  
**To:** Elizabeth Gunden  
**Subject:** Re: Site Plan Review Request: 1005 John A Papalas - Marijuana Establishment

The police department does not have any information preventing the marijuana establishment from moving forward.

Chief R.Watters

---

**From:** Elizabeth Gunden <egunden@bria2.com>  
**Sent:** Wednesday, June 16, 2021 11:26 AM  
**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 <jdhollandsworth@hengineers.com>  
**Cc:** Idumouchel@bria2.com <Idumouchel@bria2.com>  
**Subject:** Site Plan Review Request: 1005 John A Papalas - Marijuana Establishment

Hello!

Please find attached a set of plans for the proposed marijuana establishment at 1005 John A Papalas. This project went through conceptual review before the Planning Commission in May and is now ready for full site plan review. Comments are appreciated by reply to this email by Friday, June 25<sup>th</sup>. 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



June 9, 2021

Leah DuMouchel  
Planner of Record  
City of Lincoln Park  
Lincoln Park City Hall  
1355 Southfield Road  
Lincoln Park, MI 48146

**Re: Conceptual Site Plan Review of 1005 John A. Papalas – Marijuana Establishment**

Leah,

This letter is in response to your conceptual site plan review comments dated May 12, 2021 (attached). Sidock Group has revised the attached drawings clarifying issues listed in your review letter. In addition to the revised drawings, I offer the following clarifications.

**ITEM #15:**

Concrete areas including existing parking, curb, and gutters to be replaced shown on Architectural Site Plan. Refer to drawing AS-001.

**ITEM #33:**

Deliveries shall be received next to the front entrance. Refer to Proposed Floor Plan drawing A-210. Applicant shall apply for variance.

**ITEMS #45:**

Soil erosion control standards shall be followed as required.

**ITEMS #41:**

Building sanitary service is existing. Additional load has not been added.

Applicant shall investigate existing sanitary service to determine condition of the service lead.

Building water service is existing. Additional load has not been added.

**ITEMS #42:**

Applicant shall work with the city engineer to review storm water system to determine appropriate permitting process.

**ITEM #26:**

Existing exterior lighting shown on Architectural Site Plan. Refer to drawing AS-001.

Proposed lighting shall be arranged in a way to deflect lighting away from adjacent properties.

**ITEM #38:**

Applicant shall work with the building department to ensure signs comply with the Lincoln Park sign ordinance.

**ITEM #40:**

Applicant shall provide details on ventilation and odor control methods.

**ITEM #38:**

Applicant shall provide details on proposed sale and display methods.

**ITEM #27:**

Dumpster screening details shown on Architectural Site Plan. Refer to drawing AS-001.

**ITEM #33:**

Loading transport corridor shown on Proposed Floor Plan. Refer to drawing A-210.

**ITEM #16:**

Hours of operation shall comply with the City of Lincoln Park ordinance.

**ITEM #40:**

Applicant shall operate in compliance with the Michigan Department of Community Health, the MRTMA, the MMMA, and all the administrative rules and regulations in the ordinance chapter 853 Marihuana Licenses.

**ITEM #12:**

Applicant to secure all appropriate agency reviews as needed.

Thank you for your prompt review of this project. Please do not hesitate to call if you should have any questions or need additional information.

Respectfully,

A handwritten signature in black ink, appearing to be 'JG', followed by a long horizontal line extending to the right.

Joseph Gutierrez, Jr.  
Architectural Designer

RECEIVED

APR 26 2021

CITY OF LINCOLN PARK  
BUILDING DEPARTMENT

Case No. PPC 21-0013

Date Submitted 4-26-21

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: Ox Tail Inc.

Mailing Address: 32411 Mound Road, Warren, Michigan 48092

Email Address: aaron@chrisaiello.com and chris@chrisaiello.com

Telephone: (586) 303-2211 Fax: (586) 303-1259

Property Owner(s) (if different from Applicant): C&Z Realty LLC

Mailing Address: 975 John A Papalas Drive, Lincoln Park, MI 48146

Telephone: (313) 790-1905 Fax: \_\_\_\_\_

Applicant's Legal Interest in Property: Tenant

Location of Property: Street Address: 1005 John A Papalas Drive

Nearest Cross Streets: John A Papalas Drive, Between West Outer Drive and Cicotte Avenue

Sidwell Number: 45-003-15-0027-301

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.

CG27A,27B LOT 27EXC TRIANGULAR PART MEASURING 201.27 FEET ON THE NWLY LOT LINE 226.28 FEET ON THE SELY LOT LINE, LINCOLN PARK INDUSTRIAL SUB PC 37,50,667 L100 P26 TO 30 WCR

Property Size (Square Ft): 81,476 (Acres): 1.87

Present Use of Property: Partially Occupied

Proposed Use of Property: Medical and Recreational Marihuana Retail Facility

98C91-0013  
4-22-21

RECEIVED

APR 20 2021

CITY OF LINCOLN  
BUILDING DEPARTMENT

[Faint, mostly illegible text, likely a permit application or official correspondence]



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            | <b>G GID General Industrial District</b> |
| 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 of 4 units	3,000 sf of 23,710 sf.	8
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.

Josh Aullo 4-23-21  
 Signature of Applicant OX TAIL VENTURES Date

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Mark P Clark 4-23-21  
 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: \_\_\_\_\_

City of Lincoln Park Planning and Development  
**Conceptual Review by Planning Commission**

*§1296.01.D.2*

- A. An applicant may file a written request for conceptual review of a preliminary site plan by the Planning Commission, prior to submission of a site plan for formal (final) review. Conceptual site plan review is required for all special land use, planned unit development, condominium and conditional rezoning projects. A site plan submitted for conceptual review shall be drawn to scale, and shall show site development features in sufficient detail to permit the Planning Commission to evaluate the following:
1. Relationship of the site to nearby properties;
  2. Density;
  3. Adequacy of landscaping, open space, vehicular drives, parking areas, drainage, and proposed utilities; and,
  4. Conformance with City's development policies and standards.
- B. Conceptual review fees shall be paid according to the fee schedule established by the City Council.
- C. No formal action shall be taken on a site plan submitted for conceptual review, and neither the applicant nor the Planning Commission shall be bound by any comments or suggestions made during the course of the conceptual review.

City of Lincoln Park Planning and Development  
**Zoning Text Amendment Policy Discussion & Proposed  
Amendment: E-Commerce**

*July 14, 2021*

### **Overview**

The City of Lincoln Park is increasingly getting requests for “e-commerce” uses, typically referring to the use of an existing commercial building for the storage of products to be sold online, often with accompanying office space. “E-commerce” is non-customer-facing, which is inherently different than retail in traditional customer-facing commercial districts. The Zoning Ordinance does not currently have a definition for an “e-commerce” use; however, due to the changing retail realities of increased online shopping, exacerbated by the Covid-19 pandemic, it has become apparent that this use should be considered for incorporation into the Zoning Ordinance.

The Planning Commission held policy discussions on this subject in both March and April of 2021 and concluded that “e-commerce” is a use that should be incorporated into the Zoning Ordinance but should be kept out of the Central Business District and should have standards for development. Below are recommendations for how to incorporate the use into the Zoning Ordinance.

### **Zoning Text Amendment Recommendations**

The proposed zoning text amendments include definitions for an “e-commerce” use as well as an “e-commerce establishment.” It is proposed that the use would be permitted by right but limited to 10,000 sq. ft. in both the Neighborhood Business District (NBD) and Municipal Business District (MBD) and permitted by right with no size limitations in the Regional Business District (RBD), Light Industrial District (LID), and General Industrial District (GID). The proposed amendments also parking requirements.

#### ***§1260.08 Rules of Construction; Definitions.***

E-Commerce: Retail or wholesale sales where the transaction originates on and is completed on the Internet via an individual website or a third-party marketplace. These transactions may include taking orders, closing sales, making purchases, providing customer service, processing and packaging orders, and other similar activities that serve the business’s overall purpose.

E-Commerce Establishment: A building that may contain goods which are warehoused, distributed, and/or retailed at the same location. Products may be purchased in-person onsite or online via the Internet.

#### ***§1276.02 Principal Permitted Uses.***

(l) E-Commerce establishments with less than ten thousand (10,000) square feet of gross floor area.

***§1280.02 Principal Permitted Uses.***

(a) All principal permitted uses and uses permitted after special approval in the Neighborhood Business District (NBD), excluding drive-through establishments and e-commerce establishments, subject to the conditions therein.

***§1282.02 Principal Permitted Uses.***

(x) E-Commerce establishments

***§1284.02 Principal Permitted Uses.***

(i) E-Commerce establishments

***§1290.02 Number of Spaces Required.***

(c) Business and Commercial

E-Commerce establishments: One (1) for every employee on peak shift, plus retail space requirements if included.

## Monthly Planning Report

Serving & Planning Communities throughout Michigan

July 2021

Top  
Story

### Bi-Partisan Attainable Housing Bill Pass Senate

*"The need for more workforce affordable housing has become one of the top issues I hear about in communities around my district. I'm very pleased that the Senate has moved decisively today ...to create more tools to allow communities, builders, and employers to work together to solve this challenging problem," said Senator Wayne Schmidt, R-Traverse City.*

On June 17, the Senate voted with a bi-partisan supermajority in favor of six bills introduced by the Housing Michigan Coalition (HMC) to create local tools that support the development and rehabilitation of workforce housing. The HMC includes dozens of associations, businesses, builders, local governments, and non-profits to expand an attainable housing supply for more Michiganders. The following bills will be moving to the state House of Representatives:

**SB 360 & 361 (Victory)** – Employer Housing Tax Credit: businesses would be able to receive a 50% income tax credit for any investment in a qualified affordable housing project as approved by the Michigan State Housing Development Authority, which would determine eligibility for the credits.

Qualified projects would need to support individuals under 120% of the area median income and include investment in a local impact housing trust fund, down payment assistance, reduced-interest mortgages, mortgage guarantee programs, rental subsidies, individual development account savings plans or other similar projects approved by MSHDA.

**SB 362 (Brinks)** – Attainable Housing & Rehabilitation Act: would allow local governments to create an attainable housing districts

**SB 364 (Moss)** – NEZ expansion: would clarify that neighborhood enterprise zones are intended to be used for development of condominium and mixed-use housing to discourage sprawl.

**SB 422 (Horn)** – Residential Facilities Exemption: would allow locals to establish residential housing districts for new developments of multifamily or single-family homes targeted toward people earning under 120% of the area median income.

**SB 432 (Schmidt)** – PILOTs for housing: would give local governments flexibility with property tax agreements for projects being developed for workforce housing

## News

### U.S. Department of Treasury Releases Additional FAQs on Corona State and Local Fiscal Recovery Funds

The Michigan Municipal League and its partners at the National League of Cities have received more information from U.S. Treasury regarding Coronavirus State and Local Fiscal Recovery Funds as a part of the American Rescue Plan Act. The document elucidates eligible uses for responding to the public health emergency and eligible services for responding to negative economic impacts. The document also clarifies how to define revenue loss and stipulates that funds shall provide services to its citizens, as opposed to building up a rainy day fund or paying off debt. While municipalities are the direct recipients of funds, they are permitted to transfer the money to households in direct proportion to the level of economic impact felt by said households.

The full FAQ document, which includes FAQs from the original May 10 publication date, the previous May 27 update, and the week of June 14th update can be found [here](#).

*Treasury.* More information: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

## Legislation

### Mining Senate Bill 0432 (2021)

*These gravel mining bills are yet another assault on local control," said Jennifer Rigterink, legislative associate for the Michigan Municipal League.*

In early June, the Michigan Senate narrowly approved a bill (19-17) that would shift the permitting of gravel mining projects to EGLE and limit the local government's ability to block such operations. Under this new legislation, EGLE would issue the permits for sand and gravel mining, pre-empting local zoning regulations. The debate about local versus state control and private property rights is a common tension, but this issue is tied to another state goal that proponents believe lend itself to state control: road maintenance. The proponents of the bill argue that to fix the roads the inputs need to be close enough to complete projects affordably, and that protecting the environment should be a statewide decision. The Michigan Township Association and the Michigan Environmental Council oppose how the bill sides with corporations' profits over people and the complete removal of local decision-making.

*Michigan Legislature.* More information: <https://www.detroitnews.com/story/news/politics/2021/06/02/michigan-senate-oks-bills-shift-gravel-mining-permitting-state/7513559002/>

<http://www.legislature.mi.gov/documents/2021-2022/billengrossed/Senate/pdf/2021-SEBS-0431.pdf>