NOTE: Due to ongoing health concerns arising out of COVID-19 and the possible need to comply with COVID related Orders or regulations, the Township may need to hold the public meeting via a video conference. Please monitor the Township website for any updates.

1. OPEN MEETING
2. ROLL CALL
3. MINUTES
   A. 11-04-20, Planning Commission Regular Meeting Minutes
4. AGENDA REVIEW AND APPROVAL
5. BRIEF PUBLIC COMMENT - NON-AGENDA ITEMS ONLY
6. CONSENT AGENDA
7. NEW BUSINESS
   A. PC-2020-25, Silverbell Pointe Wetland
   B. PC-2020-28, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   C. PC-2020-29, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   D. PC-2020-30, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   E. PC-2020-31, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   F. PC-2020-32, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   G. PC-2020-33, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   H. PC-2020-34, Pure Green, LLC, Ord. 154 Application (Class "C" Facility)
   I. PC-2020-35, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   J. PC-2020-36, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   K. PC-2020-37, Pure Green, LLC, Ord. 154 application (Class "C" Facility)
   L. 2021 Meeting Dates
8. UNFINISHED BUSINESS
9. PUBLIC COMMENTS
10. COMMUNICATIONS
    A. Brandon Township Master Plan - Notice of Intent to Develop
11. PLANNERS REPORT/EDUCATION
12. COMMITTEE REPORTS
13. FUTURE PUBLIC HEARINGS
14. CHAIRMAN'S COMMENTS
15. COMMISSIONERS' COMMENTS
16. ADJOURNMENT

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
The Charter Township of Orion Planning Commission meeting will be held in-person at the above address. Due to ongoing health concerns arising out of COVID-19 and the possible need to comply with Covid related orders or regulations, the Township may need to hold and reserves the right to convert the in person public meeting to a video conference as explained below. All Persons wishing to attend the meeting should plan on doing so in-person, but should monitor the Township’s website at OrionTownship.org or contact the Township Planning and Zoning Department to obtain updates on the meeting status and whether in person and/or video conferencing will be permitted.

The following is information if the meeting is conducted via video conference. - GoToMeeting Access code 599-669-285 or VIA TELEPHONE 1-(571) 317-3122 Access Code 599-669-285

1. OPEN MEETING
2. ROLL CALL
3. MINUTES
   A. 11-04-20, Planning Commission Regular Meeting Minutes
4. AGENDA REVIEW AND APPROVAL
5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
6. CONSENT AGENDA
7. NEW BUSINESS
   A. PC-2020-25, Silverbell Pointe Wetland Permit, located at 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (parcels 09-33-201-001, 09-33-128-001, 09-28-379-001, and 09-28-451-001)
   B. PC-2020-28, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   C. PC-2020-29, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   D. PC-2020-30, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   E. PC-2020-31, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   F. PC-2020-32, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   G. PC-2020-33, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   H. PC-2020-34, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   I. PC-2020-35, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   J. PC-2020-36, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002)
   K. PC-2020-37, Pure Green, LLC, Ord. 154 application (Class “C” Grow Facility), located at 180 Premier Dr., ( parcel 09-35-477-001 & 09-35-477-002)
   L. 2021 Planning Commission Meeting Dates
8. UNFINISHED BUSINESS
9. PUBLIC COMMENTS
In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Township at least seventy-two hours in advance of the meeting when requesting accommodations.
The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, November 4, 2020, at 7:00 pm at the Orion Township Community Center, 1335 Joslyn Rd., Lake Orion, Michigan 48360

*Please note this meeting was also available virtually via a “GoToMeeting” #599-669-285*

PLANNING COMMISSION MEMBERS PRESENT:
Don Walker, PC Rep to ZBA          Scott Reynolds, Vice Chairman
Don Gross, Commissioner          Joe St. Henry, Secretary
Kim Urbanowski, Commissioner     John Steimel, BOT Rep to PC

PLANNING COMMISSION MEMBERS ABSENT:
Justin Dunaskiss, Chairman

1. OPEN MEETING
Acting-Chairman Reynolds opened the meeting at 7:00 pm

2. ROLL CALL
As noted

CONSULTANTS PRESENT:
Eric Fazzini (Township Planner) of Giffels Webster
Mark Landis, (Township Engineer) of OHM Advisors
Dan Kelly, (Township Attorney) of The Kelly Firm (via GoToMeeting)
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Michael McPherson       John Gaber
Mike Rich               Todd Hamula

3. MINUTES
A. 10-21-2020, Salon Blue Special Land Use Hearing Minutes
B. 10-21-2020, Planning Commission Regular Meeting Minutes

Moved by Trustee Steimel, seconded by Commissioner Walker, to approve the minutes as presented.

4. AGENDA REVIEW AND APPROVAL
Moved by Trustee Steimel, seconded by Commissioner Gross, to approve the agenda as presented.

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
None

6. CONSENT AGENDA
None

7. NEW BUSINESS
A. PC-2018-27, Baldwin Medical, Village Square Major PUD Amendment Site Plan Extension, located on 2 vacant parcels (09-29-301-084 & 09-29-301-085) south of 3520 S. Baldwin Rd.

Acting-Chairman Reynolds asked if the applicant was present.
Mr. Michael Rich 26020 Radclift Place, Oak Park, MI 48237 the applicant presented.

Mr. Rich noted that he was the attorney for the project. He said that they weren’t sure that they were going to need to be there, they missed by a couple of weeks getting everything done before the approval ran out. He added that in the last year things went slower than usual and that their biggest holdup was getting the amended PUD executed with parties in multiple states. It showed up right as everybody closed down. He said that is now on record, the Township has signed off and it has been recorded. The projects engineer has been working with the Township’s engineering council OHM and they are waiting to hear back from them. He thought it was very close. He added that once they approve that there are a few more fees to be paid and would be determined by the final engineering, and then pre-construction and soil permits will be pulled.

Acting-Chairman Reynolds asked if there was a timeframe that they were requesting for the extension? Mr. Rich replied one year for the technicalities but expected things would start before winter.

Commissioner Gross said that it appeared that there was been activity relative to moving this project. He said that the delays caused by COVID he didn’t see any reason why an extension wouldn’t be appropriate. He thought that for everybody’s protection the one-year extension should be able to satisfy the schedule. Acting-Chairman Reynolds said that he didn’t have any issues with that, he thought that they were moving forward and it had been a challenging year.

Moved by Commissioner Gross, seconded by Trustee Steimel, that the Planning Commission approves the site plan extension request for PC-2018-27, Baldwin Medical/Village Square Major PUD Amendment Site Plan for one year from the last extension. This approval is based on the following facts: the applicant has been making progress with submissions to the engineering consultants and the delays caused by COVID.

Roll call vote was as follows: Walker, yes; Reynolds, yes; St. Henry, yes; Steimel yes; Gross; yes, Urbanowski, yes. Motion carried 6-0. (Dunaskiss absent)

B. PC-2020-24, Firestone Complete Auto Care Site Plan, located at 545 N. Lapeer Rd. (parcel 09-02-177-014) and 25 Indianwood Rd. (parcel 09-02-177-013).

Acting-Chairman Reynolds asked if the applicant was present?

Mr. John Gaber 380 N. Old Woodward, Birmingham the attorney for the applicant.

Mr. Michael McPherson with Atwell Two Town Square Suite 700, Southfield presented.

Mr. McPherson stated that they were there before them to ask for site plan approval of the proposed Firestone at the corner of Indianwood and Lapeer Rd. He said this was a site that went through a rezoning process and then concluded with a consent judgment. He stated that the site is zoned GB which would be a permitted use for this particular facility. He noted that the site has access from Indianwood and from the reconstructed Axford St. The plan as submitted does represent the reconstruction that MDOT just undertook this year. He added that they did receive comments from the Township Planner, Engineer, and Fire Department. They went through all of those in detail and addressed those comments. They just got back with the Township staff a couple of days ago. He wanted to run through the comments and outline how they plan to address them.

Mr. McPherson started with the Planner’s comments. The first Planner’s comment was
Regarding the rerouted Axford St. He stated that it did represent the reconstruction, so they did have an accurate depiction of how the driveway would connect to Axford. He said that they have been in contact with the OCRC and MDOT and will file for those particular permits as the project moves forward into the engineering stage. The second Planner’s comment was regarding setbacks. He noted that the biggest comment was since this was a corner site there was confusion over side versus rear setback. They have since updated the plan to label each setback as front, side, or rear, and not just the distance. They have two frontage sides on the street sides. The southside they are treating as a side setback and the westside as the rear setback. With all those setbacks applied both the building and the parking will be in compliance with the setbacks. He noted that there were a couple of minor setback comments, one about a parking setback that was dimensioned at 19.7-ft. and they have since complied with the 20-ft. setback. They have confirmed and put a dimension on the new site plan regarding the building setback from Indianwood. The building from Indianwood ROW right now is 68-ft. and from the centerline it is 101-ft. Even in the future if there are additional ROW on Indianwood that the OCRC needs, the building still complies which is in compliance with the ordinance. The next comments were regarding lighting. The packet does not have an updated photo plan yet but they agreed that they will comply with the requirements of the photometric. He stated that they just needed to update a couple of the light fixtures to get the foot candles down at a couple of the property lines. He said the comment about the refuse enclosure, the enclosure is 8-ft. tall the screening around it, the doors on the detail indicate that it is 6-ft. tall they will change those to 8-ft. tall to match the rest of the enclosure. He said regarding the safety path they have proposed a path along Indianwood. They have since proposed to continue that all the way towards Lapeer to the landing that MDOT constructed at the corner and then south along Lapeer to Axford St. and that is reflected in the new plan. The comments regarding the noise, he said during the consent judgment process there were many items that were incorporated into the design to address the noise. There is a 6-ft. tall sound/screen wall along the back of the sight. The building bay doors face north toward the street. They have committed to having the bay doors closed during the first and last hours of operations at all times when the tools are being used. The business is proposed to be closed on Sundays, which is unique to Firestone. Business hours are limited to 7a-7p Monday-Friday and 7a-6p on Saturday. Delivery trucks are not permitted to idol on the property. Refuse pick-up is only during business hours, and there is no amplified sound or music outdoors. He said they have done their best to try to make sure that they address the concerns of noise for this project and felt they did a good job.

Mr. McPherson said regarding the Engineer’s comments the first one regarding the radii from Indianwood Rd. with the truck turning. They have since widened that drive and made it a larger island in the middle for the pedestrian island when using the crosswalk to better the truck turning movement, and was reflected in the plan that was just submitted. He said the safety path was already explained. He noted that detention calculations and the mechanical pretreatment, the preliminary ones, have been placed on the plan. The details for the pavement sections and the sidewalk, there was a detail sheet added in there, on what the retaining walls, screen walls are going to be, and have been added to the plan. The retaining wall will be a typical sedimental block retaining wall, the screen wall will be a panel masonry wall that will be decorative and all tied together with the building and the retaining wall. The last comment was regarding some slopes, there were a couple of areas where the slopes exceeded the 4:1 requirement they have fixed that just extending one of the retaining walls about 10-15-ft. and smoothing up the slope on the west side of the site.

Mr. McPherson stated that those were the comments that they have received from staff. He stated that they have done their best to thoroughly review and address them. He showed the Planning Commission the material board. He described to the Planning Commission the different materials that they will be using. He noted that the building was designed to be in compliance with the Lapeer Road Overlay District architectural standards, even though it is
outside of the overlay area. They wanted to make sure it complied with that and was consistent with the character in the area.

Commissioner Walker asked what law firm that Mr. Gaber was with? Mr. Gaber replied Williams, Williams, Rattner & Pluncket P.C.

Commissioner Walker said that his son was a partner with Williams, Williams, Rattner & Pluncket and he felt that the Planning Commission should recuse him from this matter based on a possible conflict of interest. Active-Chairman Reynolds asked the Planning Commissioners if they had any thoughts, comments, concerns about the conflict of interest being brought forth? Active-Chairman Reynolds said he thought that if there was direct financial gain. Commissioner Walker asked the Board to grant his request.

Moved by Commissioner Gross, seconded by Commissioner Urbanowski to recuse Commissioner Walker due to a conflict of interest.

Roll call vote was as follows: Reynolds, yes; Gross, yes; Urbanowski, yes; Steimel, yes; St. Henry, yes. Motion carried 5-0. (Dunaskiss absent)

Planner Fazzini read through his review date stamped November 4, 2020.

Engineer Landis read through his review date stamped October 23, 2020.

Acting-Chairman Reynolds asked if there were any comments or issues with the traffic impact assessment that was completed? Engineer Landis replied that there were no concerns. The traffic impact study concluded that there were no mitigating measures needed for the proposed development. Initially when it was brought to OHM during the rezoning the access onto Indianwood was a full access, so there were initially some concerns with some turning movements. Since that time, they have made this a right in right out drive only, which eliminates that concern with backups and a need for a left turn lane. The level of service is only going down a fraction of a percentage point he thought on a PM peak, going from a “B” to a “C” which is still acceptable, with very little impact. The improvements that MDOT has made or is proposing to make to the intersection would be the relocation of Axford St. and is drastically helping the situation.

Acting-Chairman Reynolds noted that there were a couple of other reviews in their packet. The Fire Marshall had a couple of comments he stated approved with requirements and comments. The Fire Marshall’s first comment was that the site plans currently do not show the Fire Department connections and shall be in an area approved by the Fire Department along with that the FDC to be located on the SE of the structure and no parking, fire lane signage shall be provided on the site plan. He noted that previously the Site Walk Committee did complete a site walk and that was back on April 9, 2019.

Trustee Steimel said that there were some items that came up in the consent judgment that was in there like hours of operation, and thought that they would want to see those notes on the plans because that is probably, in the future, where they go to versus having to look up the consent judgment. He asked if it was that hard to add the notes on the first page of the plan? Planning & Zoning Director Girling said she didn’t see any harm in having it added. She noted that they do keep all consent judgments in a binder, so if there was a complaint, they are easily able to reference it.

Mr. Todd Hamula with Zaremba Group 14600 Detroit Ave. Lakewood, OH said that the hours of operation were on the coversheet.
Commissioner Gross said that initially looking at the plan he found it very confusing relative to the traffic patterns and the ingress and egress into the site. He anticipated that the westbound Indianwood traffic may result in a number of U-turns taking place from customers that cannot turn into the site from westbound Indianwood and therefore there may be some impacts on some of the properties further down the road that people are using to turn around. He noted that the plan does comply with the consent judgment that was entered into between the applicant and the Township. He said that it was unfortunate that they have to remove a long-established business from the community and will be a shame to see him go. He said after reviewing the plans and the consent judgment it appears that the revised plans that have been submitted and are dated November 2, 2020, by Atwell appeared to address most of the concerns raised by the planning and engineering consultant. There were a few things that probably need to be included in the motion that are not on the plans but thought they had done a good job relative to fitting the building onsite. Trying to provide some access which is going to be unusual because it is kind of coming in after people pass it. He thought it was an attractive looking building and thought it complied with the ordinances as well as the consent judgment.

Secretary St. Henry said that he was curious and was his understanding that there were a number of concessions made and negotiations at the Township Board level and with the applicant. He asked if all the concessions reflected in this plan? He knew there were conversations with the residents. He wanted to know if there were any other concessions that the applicant agreed to as part of the consent judgment negotiations? Active-Chairman Reynolds stated that he knew that the Township Attorney has reviewed the drawings and will likely review this next submission also to ensure that conformance. Mr. McPherson said that all of the physical items are agreed to, the screened wall, things like that are shown on the plan. The hours of operation are noted on the plan. He said there were a few other items that were not physical items that were reached and are reflected in the Consent Judgment. Everything that is going to be constructed is shown on the plan. Township Attorney Kelly said his review of the plans, he felt it was consistent with the consent judgment. He added that there were preliminary plans and the language in it is going to be enforced, noted on the plans or not, the consent judgment will be enforced by the administration. As far as he could see, in his review, and he didn’t believe that the planner found anything inappropriate with it or inconsistent with the consent judgment, he didn’t see anything inconsistent with it. Planner Fazzini stated that he agreed; he said they reviewed about 50 items in the consent judgment and they went through to pull out any zoning or physical related items for the review.

Acting-Chairman Reynolds said he appreciated the clear and concise response to our plan reviewers. He said the planner and engineer comments just going bullet point by bullet point there are always going to be things to work through, but thought it was nice to have some clear and concise responses. He stated that it appeared to him that the photometric has been agreed to be supplied; the safety paths were supplied tonight. He asked if they had any issues with conforming to the Fire Marshals comments about FDC connections? Mr. McPherson replied that they will comply.

Acting-Chairman Reynolds said that he had a note regarding the Lapeer Road Design Standards and asked if there were any additional concerns about the elevations as proposed? There were none.

Acting-Chairman Reynolds noted that there were a few administrative items in Giffels Websters about lot coverage it didn’t seem like they reviewed that but is an item to be marked and to be re-reviewed. He asked if the 6-ft. retaining wall details had been provided? Mr. McPherson state that there was a detailed sheet added in that set, for the retaining wall detail. Also, the
screen-wall detail to show the intent, segmental block retaining wall, and masonry panel screen-wall.

Acting-Chairman Reynolds thought that there were a few open administrative items that could be handled so he suggested that the reviewers get a chance to get them the plans that were submitted tonight to address any open concerns. He thought that the intent was to agree with all the comments made by the reviewers.

Commissioner Gross asked Planning & Zoning Director Girling if she had a date stamp of the latest plans that they could refer to? Planning & Zoning Director Girling asked if he wanted to use those or if he wanted to use the ones that were actually reviewed with the conditions of everything they have agreed to? Trustee Steimel stated that is what he would do. Acting-Chairman Reynolds said he would use the previous plans even though they received revised, allowing the motion for those comments to be addressed. Acting-Chairman Reynolds said the problem is they have reviews that are based on plans that were previously submitted and not in conjunction because they don’t have a formal response from their reviewers on the plans submitted tonight. Secretary St. Henry asked what the process of formally, inputting these into the record? Acting-Chairman Reynolds suggested that they have the plans date stamped received here tonight with the motions and the comments being made he didn’t think that the applicant had objecting to. He added if they have anything in addition essentially no different than not receiving plans tonight, even though they have those they need to go to their plan reviewers for additional review so that those open items will be administratively handled and addressed.

Moved by Commissioner Gross, seconded by Trustee Steimel, that the Planning Commission for PC-2020-24, Firestone Complete Auto Care Site Plan, that they approve the revised set of site plans dated November 2, 2020, that were submitted this evening subject to the review by our planning and engineering consultants with additional comments relative to the submission of the lighting and photometric plans to be revised to comply with section 14.03 F2 & F3 and that the height of the trash enclosures gate be increased to eight feet, which currently on the plans they show 6-ft.; the plans that have been submitted acknowledge the planner’s comments and the engineer’s comments in their amended letter dated November 3, 2020, by Atwell; this plan does conform with all of the other zoning ordinance requirements and the provisions of the consent judgment entered between the applicant and the Township.

Discussion on the motion:

Acting-Chairman Reynolds asked if it was the intent to then receive the plans that were received tonight? Commissioner Gross replied subject to the final review by their consultants.

Commissioner Gross amended the motion, Trustee Steimel re-supported, to include that the parcels be combined into a single development parcel and also to add the Maximum Lot Coverage.

Roll call vote was as follows: Reynolds, yes; St. Henry, yes; Gross, yes; Urbanowski, yes; Steimel, yes. Motion carried 5-0. (Dunaskiss absent and Walker recused)

8. UNFINISHED BUSINESS
None

9. PUBLIC COMMENTS
None
10. COMMUNICATIONS
None

11. PLANNERS REPORTS
None

12. COMMITTEE REPORTS
None.

13. FUTURE PUBLIC HEARINGS
None

14. CHAIRMAN’S COMMENTS
Acting-Chairman Reynolds said that he appreciated Trustees Steimel service to the community and to the Planning Commission.

15. COMMISSIONERS’ COMMENTS
Secretary St. Henry thanked Trustee Steimel for all his knowledge and conversations they have had.

Commissioner Gross noted the time that it takes to serve on the Planning Commission and the Township Board. In order to do the job properly and represent the community, it is not just the hours spent at the table and the hours and days spent elsewhere. He thought Trustee Steimel had demonstrated that and appreciated everything he has done.

Commissioner Urbanowski felt unfortunate that she doesn’t get to learn from Trustee Steimel as much as the other Commissioners’ have. She appreciated his insight and thanked him for his service.

Trustee Steimel said his heart and soul has been with the Planning Commission. He thought it was fun to have the back knowledge of where all the stuff came from and still be aware of how things are changing. He thought there would be one more Planning Commission meeting that he would be attending.

16. ADJOURNMENT
Moved by Commissioner Gross, seconded by Trustee Steimel, to adjourn the meeting at 7:52 pm. Motion carried.

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: November 12, 2020
RE: PC-2020-25, Silverbell Pointe Wetland Permit

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions’ findings of facts for the project. Any additional findings of facts should be added to the motion below.

Wetland Permit (Ordinance No. 107):
Motion: I move that the Planning Commission approves/denies the wetland permit for PC-2020-25, Silverbell Pointe, located on 4 vacant parcels south of Silverbell Rd. on the east side of Joslyn Rd. (Sidwell #s 09-33-201-001, 09-33-128-001, 09-28-379-001, 09-28-451-001). This approval/denial is based on the following findings of facts:

a. The action or use is not/is likely to or will not/will pollute, impair, or destroy a Wetland (insert findings of facts).
b. There are no/are feasible or prudent alternatives to the proposed action (insert findings of facts)
c. The approval is/is not consistent with public interest, in light of the stated purposes of the ordinances (insert findings of facts).

If approved the approval is based on the following conditions:
Motion maker to insert any conditions.
November 11, 2020

Justin Dunsakis, Planning Commission Chairperson
CHARTER TOWNSHIP OF ORION
2525 Joslyn Road
Lake Orion, MI 48360

RE: Silverbell Pointe, PUD, PC-2020-25
Wetland Review #1

Received: October 23, 2020 by Orion Township
Revised November 11, 2020

Dear Mr. Dunaskis:

We have completed the first review for the Silverbell Pointe, PUD wetland submittal. Wetlands on this site are shown in the report prepared by King & MacGregor Environmental. The USACE/EGLE Joint Permit Application was utilized for the township wetland permit application and was included in the submittal. The application was reviewed with respect to the Township’s Wetlands Protection Ordinance, No. 107.

EXISTING SITE CONDITIONS:
The proposed site is located on the southeast corner of Silver Bell Rd. and Joslyn Rd, in the north 1/2 of Section 33 and the south 1/2 of Section 28 of the Charter Township of Orion. After conducting a site visit on November 5, 2020, we were able to generally confirm the location of the wetlands as depicted on the plans and in the wetland report.

Wetland Area — see below
The site is covered with sprawling wetlands and areas of open water that are all interconnected. Of the 73.4-acre site, approximately 28 acres are upland/developable. The National Wetlands Inventory (NWI) maps identify two different types of wetlands that surround the developable area within the site parcels. The largest wetland on site is located in the northeast and is part of a 53.2-acre Freshwater Emergent Wetland that is classified as Palustrine, Emergent, Persistent, and Seasonally Flooded (PEM1C). On the southern border of the site, there is a 3.5-acre Freshwater Forested/Shrub Wetland classified as Palustrine, Scrub-Shrub, Broad-Leaved Deciduous, and Seasonally Flooded (PSS1C). In addition to these wetland areas, the NWI maps also identify a 0.3-acre Riverine habitat classified as Unknown Perennial, Unconsolidated Bottom, and Permanently Flooded that is located in the southwestern corner of the site and appears to direct water west to Judah Lake. The site initially drains into Mud Lake which is southeast of the site. Mud Lake outlets to the west under Joslyn Rd and the CN Railway into Judah Lake. Michigan Resource Inventory System (MIRIS) maps confirm the location of these wetlands, water courses, and water bodies. Additionally, the MIRIS maps identified hydric soils in each of the wetlands on-site. The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) maps identify the hydric soils as Houghton and Adrian Mucks. In our opinion, the wetlands on site are part of a large wetland area well over 5 acres and contiguous to an inland lake (Mud Lake) and are therefore are regulated by EGLE as well as Orion Township.
As seen in the pictures below, the vegetation in the on-site wetlands does include typical wetland trees and grasses but also appear to contain common reed (phragmites).
North side of developable area, looking north toward the wetlands
Northeast corner of developable area, looking east toward Mud Lake.
East end of developable area, looking southeast downhill toward Mud Lake
South side of developable area, looking at southern wetlands
IMPACT OF THE PROPOSED PROJECT ON THE WETLANDS:

Impact to Wetlands:
The applicant is proposing a total of 0.78 acres of impacts to regulated wetlands. In the plans, there are 4 areas that are identified as fill areas. Fill Area 1 is located southwest of Detention Basin #2 and appears to be necessary to facilitate construction of the detention basin and outlet. The other fill areas are located in the rear yards of lots 4-9 (Fill Area #2), 10-13 (Fill Area #3), and 24-25 (Fill Area #4) and appear necessary to facilitate building placement as well as acceptable yard slopes.

Proposed Mitigation:
The applicant is proposing to mitigate for 0.78 acres of the proposed impacts by purchasing into a Michigan Wetland Bank at a ratio of 1:1.5, totaling 1.17 acres.

Per the Ordinance, the wetland application shall not be approved unless the following exist:
1. The action or use is not likely to or will not pollute, impair, or destroy a wetland. While the project does impact wetlands on site, the proposed plan impacts less than 1 acre of existing wetland area and will not negatively affect the drainage pattern in this area.
2. There are no feasible or prudent alternatives to the proposed action. In our opinion, the proposed land use is consistent with the proposed future use of the property.
3. The approval is consistent with public interest, in light of the stated purposes of this Ordinance. Based on the above findings, it is our opinion the requirements of the Wetlands Protection Ordinance are being met.

CONCLUSION:
In our opinion, the wetlands submittal is in substantial compliance with the Township's Wetlands Protection Ordinance.

Please feel free to contact us with any questions at (248) 751-3107 or mark.landis@ohm-advisors.com

Sincerely,

OHM Advisors

Joe Lehman
Project Engineer

Mark A. Landis, P.E.
Project Manager

cc: Chris Barnett, Township Supervisor
    David Goodloe, Building Official
    Jeff Stout, Director of Public Services
    Tammy Girling, Director of Planning and Zoning
    Lynn Harrison, Planning and Zoning Coordinator
    Andrew Milia, Franklin Ridge Homes, LLC
    John Thompson, PEA, Inc.
    Woody Held, King & McGregor Environmental, Inc.
Digital EGLE/USACE Joint Permit Application (JPA) for Inland Lakes and Streams, Great Lakes, Wetlands, Floodplains, Dams, Environmental Areas, High Risk Erosion Areas and Critical Dune Areas
version 1.16

(Submission #: HNW-VDM9-BF1G6, version 3)

Details

Submission ID     HNW-VDM9-BF1G6
Submission Reason New
Status            Submitted

Fees

Fee               $2,000.00
Payments/Adjustments ($2,000.00)
Balance Due       $0.00 (Paid)

NOTE (CREATED)
Conservation Easement

The inclusion of remaining wetland on the site in an EGLE conservation easement will be discussed as a feasible strategy to minimize on-site impacts.
Created on 11/2/2020 4:03 PM by Robert Primeau

Form Input

Instructions

https://miwaters.deq.state.m.us/nform/app/
Contact Information

Applicant Information (Usually the property owner)

First Name    Last Name
Andrew         Milla

Organization Name
Franklin Ridge Homes, LLC

Phone Type   Number      Extension
Mobile        248-568-9410

Email
amilia@franklinpropertycorp.com

30180 Orchard Lake Road, Suite 150
Farmington Hills, MI 48334

Is the Property Owner different from the Applicant?
No

Has the applicant hired an agent or cooperating agency (agency or firm assisting applicant) to complete the application process?
Yes

Upload Attachment for Authorization from Agent
AGENT LETTER.pdf - 10/14/2020 11:42 AM

Comment
NONE PROVIDED

Agent Contact

First Name    Last Name
Woody         Held

Organization Name
King & Macgregor Environmental, Inc.

Phone Type   Number      Extension
Mobile        734-588-9288

Email
wheld@king-macgregor.com

43050 Ford Road Suite 130
Canton, MI 48187
Are there additional property owners or other contacts you would like to add to the application?
No

**Project Location**

DEQ Site Reference Number (Pre-Populated)
-7570437455324188129

Project Location
42.724199321749445,-83.2835733267877

Project Location Address
- [NO STREET ADDRESS SPECIFIED]
- [NO CITY SPECIFIED], [NO STATE SPECIFIED] [NO ZIP CODE SPECIFIED]

County
Oakland

Is there a Property Tax ID Number(s) for the project area?
Yes
Please enter the Tax ID Number(s) for the project location
09-28-379-001; 09-28-451-001; 09-33-201-001; 09-33-128-001

Is there Subdivision/Plat and Lot Number(s)?
No

Is this project within Indian Lands?
No

Local Unit of Government (LUG)
Orion Township

Directions to Project Site
Take I-75 to the north Joslyn Road exit, take Joslyn Road north for a mile, head east on Silverbell Road. Project site is located on the southeast corner of the Silverbell and Joslyn Road intersection, immediately east of the train tracks.

**Background Information**

Has the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or United States Army Corps of Engineers (USACE) conducted a pre-application meeting/inspection for this project?
No
Has the EGLE completed a Wetland Identification Program (WIP) assessment for this site?
No

Environmental Area Number (if known):
NONE PROVIDED

Has the United States Army Corps of Engineers (USACE) completed either an approved or preliminary jurisdictional determination for this site?
No

Were any regulated activities previously completed on this site under an EGLE and/or USACE permit?
No

Have any activities commenced on this project?
No

Is this an after-the-fact application?
No

Are you aware of any unresolved violations of environmental law or litigation involving the property?
No

Is there a conservation easement or other easement, deed restriction, lease, or other encumbrance upon the property?
No

Are there any other federal, interstate, state, or local agency authorizations associated with this project?
Yes

List all other federal, interstate, state, or local agency authorizations associated with this project.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Type of Approval</th>
<th>Number</th>
<th>Date Applied</th>
<th>Approved/Denied/Undetermined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orion Township</td>
<td>Site plan approval</td>
<td>NONE PROVIDED</td>
<td>NONE PROVIDED</td>
<td>NONE PROVIDED</td>
</tr>
<tr>
<td>Oakland County</td>
<td>Soil erosion control</td>
<td>NONE PROVIDED</td>
<td>NONE PROVIDED</td>
<td>NONE PROVIDED</td>
</tr>
</tbody>
</table>

Comments
NONE PROVIDED

**Permit Application Category and Public Notice Information**
Indicate the type of permit being applied for.
Individual Permit for all other projects

This type of permit application requires that you include contact information for the adjacent landowners to this project. If you are only entering in a small number of bordering parcel owners contact information, please select "Enter list of recipients". If there is a rather large number of affected property owners such as a project that significantly affects lake levels, please upload a spreadsheet of the property owners. Please include names and mailing addresses.
Upload a list.

Downloads/Attachments
- Adjacent Property Owners List.pdf - 01/17/2020 01:24 PM
Comment
NONE PROVIDED

Project Description

Project Use: (select all that apply - Private, Commercial, Public/Government/Tribal, Receiving Federal/State Transportation Funds, Non-profit, or Other)
Private

Project Type (select all that apply):
Development-Condominium/Subdivision-Residential

Project Summary (Purpose and Use): Provide a summary of all proposed activities including the intended use and reason for the proposed project.
Place 6,918 cubic yards of material within 0.78 acres of wetland to facilitate the construction of the proposed Silverbell Pointe residential development. Construction activities will include placing 40 linear feet of storm sewer with in wetland to be filled, along with 1.3 cubic yards of rip rap within wetlands to facilitate storm water outfall, at two locations.

Project Construction Sequence, Methods, and Equipment: Describe how the proposed project timing, methods, and equipment will minimize disturbance from the project construction, including but not limited to soil erosion and sedimentation control measures.
Sequence of construction: 1) installation of soil erosion control measures; 2) mechanical clearing of proposed grading; 3) mass grading of building pads, roads and detention basins; 4) install underground utilities, roads, and homes; 5) complete site grading; 6) seed and plant to stabilize upland portions of the property; 7) pave roads and finish landscape plantings; and 8) remove soil erosion control measures after site has stabilized.

Project Alternatives: Describe all options considered as alternatives to the proposed project, and describe how impacts to state and federal regulated waters will be avoided and minimized. This may include other locations, materials, etc.
See attached Project Alternative Analysis.
Project Compensation: Describe how the proposed impacts to state and federal regulated waters will be compensated, OR explain why compensatory mitigation should not be required for the proposed impacts. Include amount, location, and method of compensation (i.e., bank, on-site, preservation, etc.) Emergent wetland mitigation credits will be purchased from an approved Wetland Mitigation Bank at a 1:1.5 ratio to compensate for emergent wetland impacts.

Upload any additional information as needed to provide information applicable to your project regarding project purpose sequence, methods, alternatives, or compensation.

NONE PROVIDED
Comment
NONE PROVIDED

Resource and Activity Type

SELECT THE ACTIVITIES from the list below that are proposed in your project (check ALL that apply). If you don't see your project type listed, select "Other Project Type". These activities listed require additional information to be gathered later in the application.
Utility Crossings - Below Ground
Other Project Type
Intake or Outfall Structures

The Proposed Project will involve the following resources (check ALL that apply).
Wetland

Major Project Fee Calculation Questions

Is filling of 10,000 cubic yards or more proposed (cumulatively) within wetlands, streams, lakes, or Great Lakes?
No

Is dredging of 10,000 cubic yards (cumulatively) or more proposed within streams, lakes, or Great Lakes? (wetlands not included)
No

Is new dredging or adjacent upland excavation in suspected contamination areas proposed by this application?
No

Is a subdivision, condominium, or new golf course proposed?
Yes

Wetland Project Information and Impacts
Has a professional wetland delineation been completed for this site?
Yes

Attach a copy of wetland delineation report with data form.
A 164 WET.pdf - 10/14/2020 03:14 PM
A 81 WET.pdf - 10/14/2020 03:14 PM
A 187 WET.pdf - 10/14/2020 03:14 PM
UPL.pdf - 10/14/2020 03:14 PM
Comment
NONE PROVIDED

CORRECTION REQUEST (CORRECTED)
Aerial with wetland line if possible

If possible, please provide an aerial image with the wetland boundary and OHWM indicated.
Created on 11/2/2020 3:51 PM by Robert Primeau

1 COMMENT
King and MacGregor Environmental (miwaters@king-macgregor.com)
(11/10/2020 4:52 PM)
An aerial image will be provided, if possible.

Total acres of wetland affected by this project.

<table>
<thead>
<tr>
<th>Category</th>
<th>Affected area (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent</td>
<td>0.78</td>
</tr>
<tr>
<td>Temporary</td>
<td>0</td>
</tr>
<tr>
<td>Sum</td>
<td>0.78</td>
</tr>
</tbody>
</table>

Is filling or draining of 1 acre or more (cumulatively) of wetland proposed?
No

Select all wetland types that will be affected by this project:
Emergent

If your project includes placing fill in wetland then select the proposed activities from the following list. If your activity is not shown, then select “None of the Above” and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries).:
General Fill

Complete this table for projects involving Fill. Enter each activity/ location that corresponds with each activity selected in the previous question and enter the
dimensions. Activities may be entered in one line of the table if they occupy the same impact footprint and cannot be broken out separately (Example: Activity - Driveway and Riprap slope). Multiple activities in different locations should be listed on different lines of the table.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Length (feet)</th>
<th>Width (feet)</th>
<th>Depth (feet)</th>
<th>Area (square feet)</th>
<th>Volume (cubic feet)</th>
<th>Volume (cubic yards)</th>
<th>Corrected value for complex impact AREAS (square feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>75</td>
<td>26</td>
<td>5</td>
<td>1950</td>
<td>9750</td>
<td>361</td>
<td>1970</td>
</tr>
</tbody>
</table>

Source of Fill Material:
Off-site
Please Describe
Clean fill from commercial source.

Type of Fill.
Clay

Is riprap proposed?
No

Select from the following list for Excavation/Dredge Activities (If your proposed project is primarily a structure enter the impact as a structure. Only enter an impacted area in one of the impact tables in one impact section):
None of the above

If your project includes STRUCTURES IN WETLAND then select all of the proposed activities in the following list. If your activity is not shown, then select “None of the Above” and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries).

Building - residential new

Projects involving Structures:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Length (feet)</th>
<th>Width (feet)</th>
<th>Depth (feet)</th>
<th>Area (Sq. feet)</th>
<th>Volume (cubic feet)</th>
<th>Volume (cubic yards)</th>
<th>Corrected value for complex impact AREAS (square feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 2</td>
<td>271</td>
<td>60</td>
<td>6</td>
<td>16260</td>
<td>97560</td>
<td>3613</td>
<td>16262</td>
</tr>
<tr>
<td>Activity</td>
<td>Length (feet)</td>
<td>Width (feet)</td>
<td>Depth (feet)</td>
<td>Area (Sq. feet)</td>
<td>Volume (cubic feet)</td>
<td>Volume (cubic yards)</td>
<td>Corrected value for complex impact AREAS (square feet)</td>
</tr>
<tr>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>--------------------</td>
<td>---------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Area 3</td>
<td>300</td>
<td>36</td>
<td>6</td>
<td>10800</td>
<td>64800</td>
<td>2400</td>
<td>10739</td>
</tr>
<tr>
<td>Area 4</td>
<td>140</td>
<td>35</td>
<td>3</td>
<td>4900</td>
<td>14700</td>
<td>544</td>
<td>4909</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sum: 31960</td>
<td>Sum: 177060</td>
<td>Sum: 6557</td>
<td>Sum: 31910</td>
</tr>
</tbody>
</table>

If your project includes Other Activities in WETLAND not listed in this section, then select from the proposed activities in the following list. If your activity in Wetland has not been listed in this Wetland Section, then select “Other” and enter a description of your activity. Only enter an impacted area in one of the impact tables (do not duplicate impact entries). If you selected a Fill, Excavation/Dredging, or Structure activity above in this section, but do not have an activity listed as Other, then select None of the Above for this question.
None of the above

Is Wetland Mitigation being proposed as part of this proposed project?
Yes

**Mitigation Project Details for Wetlands**

<table>
<thead>
<tr>
<th>Impact Location (include identifier on site plan)</th>
<th>Impact Type</th>
<th>Impact Amount (acres)</th>
<th>Replacement Ratio (include any reduction)</th>
<th>Mitigation Type</th>
<th>Mitigation Amount (acres)</th>
<th>Kind of Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Areas 1,2,3,4</td>
<td>Emergent</td>
<td>0.78</td>
<td>1:1.5</td>
<td>Emergent</td>
<td>1.17</td>
<td>Bank</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sum: 0.78</td>
<td></td>
<td></td>
<td>Sum: 1.17</td>
<td></td>
</tr>
</tbody>
</table>

Wetland mitigation plan or associated documents
NONE PROVIDED
Comment
NONE PROVIDED

**Intake or Outfall Structures**

Is the intake structure associated with an authorized outfall structure?
No
Number of intakes or outfalls:
2

Pipe Description

<table>
<thead>
<tr>
<th>Unique Identifier</th>
<th>Pipe Diameter (inches):</th>
<th>Invert Elevation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48&quot; storm sewer outlet</td>
<td>48&quot;</td>
<td>NONE PROVIDED</td>
</tr>
<tr>
<td>12&quot; outfall pipe</td>
<td>12&quot;</td>
<td>91</td>
</tr>
</tbody>
</table>

Type of intake or outfall stabilization:
Riprap

Has the water been treated (outfall only)?
No

Utility Crossings

Select all resource types that are proposed to be crossed by this project:
Wetlands

How many total wetland crossings are proposed?
1

Enter the type and total number of acres of wetland that will be converted from one wetland type to another wetland type.

<table>
<thead>
<tr>
<th>Wetland type</th>
<th>Acres of impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergent</td>
<td>0</td>
</tr>
</tbody>
</table>

List of Utility Crossing Impacts

<table>
<thead>
<tr>
<th>Unique Identifier</th>
<th>Type of Crossing</th>
<th>Method</th>
<th>Utility Type</th>
<th>Length (feet)</th>
<th>Pipe diameter (inches)</th>
<th>Distance below surface (feet)</th>
<th>Trench width (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>48&quot; Storm Pipe</td>
<td>Wetland</td>
<td>Open Trench</td>
<td>Storm sewer</td>
<td>40</td>
<td>48</td>
<td>3.2</td>
<td>NONE PROVIDED</td>
</tr>
<tr>
<td>8&quot; Storm Structure</td>
<td>Wetland</td>
<td>Open Trench</td>
<td>Storm sewer</td>
<td>.75</td>
<td>8</td>
<td>0</td>
<td>NONE PROVIDED</td>
</tr>
</tbody>
</table>

Upload of Proposed Site Plans

Required on all Site Plan uploads. Please identify that all of the following items are included on your plans that you upload with this application.
<table>
<thead>
<tr>
<th>Site Plan Features</th>
<th>Existing and Proposed Plan Set</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale, Compass North, and Property Lines</td>
<td>Yes</td>
</tr>
<tr>
<td>Fill and Excavation areas with associated amounts in cubic yards</td>
<td>Yes</td>
</tr>
<tr>
<td>Any rivers, lakes, or ponds and associated Ordinary High Water Mark (OHWM)</td>
<td>N/A</td>
</tr>
<tr>
<td>Exterior dimensions of Structures, Fill and Excavation areas associated with the proposed project</td>
<td>Yes</td>
</tr>
<tr>
<td>Dimensions to other Structures and Lot Lines associated with the project</td>
<td>Yes</td>
</tr>
<tr>
<td>Topographic Contour Lines from licensed surveyor or engineer when applicable</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Upload Site Plans and Cross Section Drawings for your Proposed Project
- Wetland Plans-18150.pdf - 10/05/2020 10:29 AM
- 18150 Silverbell Pointe Wetland Plans 20201106.pdf - 11/10/2020 04:55 PM
Comment
NONE PROVIDED

CORRECTION REQUEST (CORRECTED)
Lake connection in Impact Area 1

Impact Area 1 looks to include a culvert connection between Mud Lake and Judah Lake. Please amend the plans to show the water course and how that connection will be maintained in the proposed development plans.
Created on 11/2/2020 4:01 PM by Robert Primeau

1 COMMENT
King and MacGregor Environmental (miwaters@king-macgregor.com) (11/10/2020 4:58 PM)
Culvert extension is shown on the plans. No additional fill is proposed.
CORRECTION REQUEST (CORRECTED)
OHWM needs acknowledgment

Please amend the plan to include the ordinary high water mark of Mud Lake in the wetland plans. OHWM should be acknowledged in all cross-sections.
Created on 11/2/2020 3:49 PM by Robert Primeau

1 COMMENT
King and MacGregor Environmental (miwaters@king-macgregor.com)
(11/10/2020 4:56 PM)
OHWM has been added.

Additional Required and Supplementary Documents
Alternatives Analysis 02.17.20.pdf - 10/05/2020 10:31 AM
Comment
NONE PROVIDED

Fees

<table>
<thead>
<tr>
<th>Major Project Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>+$2000.00</td>
</tr>
</tbody>
</table>

Total Fee Amount:
$2000.00

Is the applicant or landowner a State of Michigan Agency?
No

Attachments

<table>
<thead>
<tr>
<th>Date</th>
<th>Attachment Name</th>
<th>Context</th>
<th>User</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/10/2020 4:55 PM</td>
<td>18150 Silverbell Pointe Wetland Plans 20201106.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/14/2020 3:14 PM</td>
<td>A 187 WET.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/14/2020 3:14 PM</td>
<td>UPL.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/14/2020 3:14 PM</td>
<td>A 164 WET.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>Date</td>
<td>Attachment Name</td>
<td>Context</td>
<td>User</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>-----------</td>
<td>-----------------</td>
</tr>
<tr>
<td>10/14/2020 3:14 PM</td>
<td>A 81 WET.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/14/2020 11:42 AM</td>
<td>AGENT LETTER.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/5/2020 10:31 AM</td>
<td>Alternatives Analysis 02.17.20.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>10/5/2020 10:29 AM</td>
<td>Wetland Plans-18150.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>1/17/2020 1:24 PM</td>
<td>Adjacent Property Owners List.pdf</td>
<td>Attachment</td>
<td>King and MacGregor</td>
</tr>
</tbody>
</table>

**Status History**

<table>
<thead>
<tr>
<th>User</th>
<th>Processing Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/10/2020 4:46:32 PM</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>11/10/2020 5:13:22 PM</td>
<td>King and MacGregor</td>
</tr>
</tbody>
</table>

**Revisions**

<table>
<thead>
<tr>
<th>Revision</th>
<th>Revision Date</th>
<th>Revision By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision 1</td>
<td>1/17/2020 11:48 AM</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>Revision 2</td>
<td>10/14/2020 3:13 PM</td>
<td>King and MacGregor</td>
</tr>
<tr>
<td>Revision 3</td>
<td>11/10/2020 4:46 PM</td>
<td>King and MacGregor</td>
</tr>
</tbody>
</table>
October 12, 2020

Mr. Woody Held
King & MacGregor Environmental, Inc.
43050 Ford Road, Suite 130
Canton, MI 48187

Re: Silverbell Pointe, Orion Township

Dear Mr. Held:

Please consider this letter as authorization for King & MacGregor Environmental, Inc. to act as our agent for the above-referenced project in making application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), including uploading application documents to the Mi Waters database and meeting EGLE representatives on the subject property. Please contact me at your convenience if you have any questions.

Sincerely,

David Steuer
Its: Manager
248.790.4481
<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Name and Address</th>
<th>Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Williams 4285 Joslyn Road Orion, MI 48359</td>
<td>Allan and Penny Shults 1770 Kinmount Drive Orion, MI 48359</td>
<td>Raymond Kefski and Michelle Tenglia 2070 W. Silverbell Road Orion, MI 48359</td>
</tr>
<tr>
<td>Lloyd and Christy Gearhart 2032 Kinmount Drive Orion, MI 48359</td>
<td>Barbara Ealy 1760 Kinmount Drive Orion, MI 48359</td>
<td>Raymond Kefski and Michelle Tenglia 2070 W. Silverbell Road Orion, MI 48359</td>
</tr>
<tr>
<td>Brenda Wilson 2006 Kinmount Drive Orion, MI 48359</td>
<td>Daniel Dewey 4290 Cornith Drive Orion, MI 48359</td>
<td>Darran and Sherri Powell 2124 W. Silverbell Road Orion Township, MI 48359</td>
</tr>
<tr>
<td>Penni Robertson 1970 Kinmount Drive Orion, MI 48359</td>
<td>Pamela Beilke 4283 Cornith Drive Orion, MI 48359</td>
<td>William Reading 2140 W. Silverbell Road Orion Township, MI 48359</td>
</tr>
<tr>
<td>James M Stokes Trustee 1940 Kinmount Drive Orion, MI 48359</td>
<td>Clifford and Roselyn Messing 1680 Nacy G Lane Orion, MI 48359</td>
<td>Jose and Midred Ortiz 2158 W. Silverbell Road Orion Township, MI 48359</td>
</tr>
<tr>
<td>William Aschmetat 1934 Kinmount Drive Lake Orion, MI 48359</td>
<td>George and Gale Mio 3949 Mio Drive Orion, MI 48359</td>
<td>Grand Trunk Western Railroad 1 Administration Rd FL 1 Concord on L4K 1B9 Canada</td>
</tr>
<tr>
<td>William Aschmetat 1934 Kinmount Drive Orion, MI 48359</td>
<td>Steven and Carol Leach 1851 W, Silverbell Road Orion Township, MI 48359</td>
<td>Cindy Magdaleno Yonira Rubio 2188 W. Silverbell Road Lake Orion, MI 48359</td>
</tr>
<tr>
<td>Justin and Crystal Smith 1900 Kinmount Drive Orion, MI 48359</td>
<td>Linda and David Mills 2023 W. Silverbell Road Lake Orion, MI 48359</td>
<td>David Osterkamp 3812 Joslyn Road Orion Township, MI 48359</td>
</tr>
<tr>
<td>John Block 1870 Kinmount Drive Orion, MI 48359</td>
<td>Ricky Tate 2059 W. Silverbell Road Orion Township, MI 48359</td>
<td>Great Lakes 3850, LLC 7399 Stonevalley BLF Clarkston, MI 48345</td>
</tr>
<tr>
<td>Charles Chambos 1830 Kinmount Drive Orion Township, Mi 48359</td>
<td>Carl and Donna Melinat 209 Remuda Street Clovis, NM 88101</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
09-28-377-011
Balsam Shango LLC
3890 Joslyn Road
Orion Township, MI 48359

09-28-377-012
Nickel Properties Orion LLC
7646 Auburn Road
Utica, MI 48317

09-28-377-099
Michael Stoney
3942 Joslyn Road
Orion Township, MI 48359

09-28-377-010
Sharon York
3958 Joslyn Road
Orion Township, MI 48359

09-33-126-002
Jessica Miracle and Chase Daniel
3972 Joslyn Road
Orion Township, MI 48359

09-33-126-003
Romuald and Jonanta Gmurowski
1021 Hickory Hills Court
Rochester Hills, MI 48309

09-33-126-004
Mary Fox
4000 Joslyn Road
Orion Township, MI 48359

09-33-126-010
Leroy Ocker
4014 Joslyn Road
Orion Township, MI 48359

09-33-126-011
Robert and Joann Kurzyniec Family Trust
4040 Joslyn Road
Orion, MI 48359

09-33-126-012
Jamie Kakos
5417 Centerbrook Drive
West Bloomfield, MI 48322

09-33-126-001
Donald Rump
29 Marlborough
Bloomfield Hills, MI 48302

09-33-177-004
TIC Transmission
Attn: Accounts Payable
27175 Energy Way
Novi, MI 48377
**WETLAND DETERMINATION DATA FORM – Midwest Region**

**Project/Site:** Silverbell and Joslyn SE  
**City/County:** Orion Township, Oakland  
**Sampling Date:** 7/17/19

**Applicant/Owner:** Franklin Ridge Homes, LLC  
**State:** MI  
**Investigator(s):** Frances Thompson, James Sallee  
**Section, Township, Range:** Sec. 28, T4N, R10E

**Landform (hilside, terrace, etc.):** hilside  
**Local relief (concave, convex, none):** convex

**Slope (%):** 0-8  
**Lat:** 42.72091  
**Long:** -83.26278  
**Datum:** NAD 83

**Soil Map Unit Name:** Oakville fine sand  
**NWI classification:** PEM

**Are climatic / hydrologic conditions on the site typical for this time of year?** Yes [X] No [ ] (If no, explain in Remarks.)

**Are Vegetation, Soil, or Hydrology significantly disturbed?** Are "Normal Circumstances" present? Yes [ ] No [X]

**Are Vegetation, Soil, or Hydrology naturally problematic?** (If needed, explain any answers in Remarks.)

### SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes [X] No [ ]</th>
<th>Is the Sampled Area within a Wetland?</th>
<th>Yes [ ] No [X]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes [ ] No [X]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes [ ] No [X]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Remarks:**

- All three wetland criteria are not met. Sampling point is upland.

### VEGETATION – Use scientific names of plants.

#### Tree Stratum (Plot size: 30 ft)

<table>
<thead>
<tr>
<th>Tree Name</th>
<th>% Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Quercus rubra</em></td>
<td>80</td>
<td>Yes</td>
<td>FACU</td>
</tr>
<tr>
<td>2. <em>Acer rubrum</em></td>
<td>40</td>
<td>Yes</td>
<td>FAC</td>
</tr>
<tr>
<td>3. <em>Prunus serotina</em></td>
<td>10</td>
<td>No</td>
<td>FACU</td>
</tr>
</tbody>
</table>

= Total Cover

#### Sapling/Shrub Stratum (Plot size: 15 ft)

<table>
<thead>
<tr>
<th>Tree Name</th>
<th>% Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Fraxinus pennsylvanica</em></td>
<td>15</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2. <em>Lonicera morrowii</em></td>
<td>10</td>
<td>Yes</td>
<td>FACU</td>
</tr>
</tbody>
</table>

= Total Cover

#### Herb Stratum (Plot size: 5 ft)

<table>
<thead>
<tr>
<th>Tree Name</th>
<th>% Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Toxicodendron radicans</em></td>
<td>5</td>
<td>Yes</td>
<td>FAC</td>
</tr>
</tbody>
</table>

= Total Cover

#### Woody Vine Stratum (Plot size: )

<table>
<thead>
<tr>
<th>Tree Name</th>
<th>% Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
</table>

= Total Cover

**Remarks:** (Include photo numbers here or on a separate sheet.)

**Dominance Test worksheet:**

- Number of Dominant Species That Are OBL, FACW, or FAC:
  - 3 (A)

- Total Number of Dominant Species Across All Strata:
  - 5 (B)

- Percent of Dominant Species That Are OBL, FACW, or FAC:
  - 60.0% (A/B)

**Prevalence Index worksheet:**

- Total % Cover of:
  - Multiply by:
    - OBL species
    - FACW species
    - FAC species
    - FACU species
    - UPL species

- Column Totals: 160 (A)
- Prevalence Index = B/A = 3.53

**Hydrophytic Vegetation Indicators:**

- 1 - Rapid Test for Hydrophytic Vegetation
- 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≥3.0
- 4 - Morphological Adaptations (Provide supporting data in Remarks on a separate sheet)
- 5 - Problematic Hydrophytic Vegetation (Explain)

Hydrophytic Vegetation Present? Yes [X] No [ ]

US Army Corps of Engineers  
Midwest Region – Version 2.0  
35
### SOIL

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-12</td>
<td>10YR 2/2</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loamy/Clayey</td>
<td></td>
</tr>
<tr>
<td>12-16</td>
<td>10YR 6/2</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loamy/Clayey</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

**Hydric Soil Indicators:**

- Histosol (A1)  Sandy Gleyed Matrix (S4)
- Histic Eppedon (A2)  Sandy Redox (S5)
- Black Histic (A3)  Stripped Matrix (S6)
- Hydrogen Sulfide (A4)  Dark Surface (S7)
- Stratified Layers (A5)  Loamy Mucky Mineral (F1)
- 2 cm Muck (A10)  Loamy Gleyed Matrix (F2)
- Depleted Below Dark Surface (A11)  Depleted Matrix (F3)
- Thick Dark Surface (A12)  Redox Dark Surface (F6)
- Sandy Mucky Mineral (S1)  Depleted Dark Surface (F7)
- 5 cm Mucky Peat or Peat (S3)  Redox Depressions (F8)

**Hydric Soil Present?** | Yes | No | X |

**Restrictive Layer (if observed):**

<table>
<thead>
<tr>
<th>Depth (inches):</th>
<th>Hydric Soil Present?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Remarks:**

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015.

(http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

### HYDROLOGY

**Wetland Hydrology Indicators:**

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

<table>
<thead>
<tr>
<th>Hydric Soil Present?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
</thead>
</table>

**Secondary Indicators (minimum of two required):**

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Clayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

<table>
<thead>
<tr>
<th>Surface Water Present?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
<th>Depth (inches):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Table Present?</td>
<td>Yes</td>
<td>No</td>
<td>X</td>
<td>Depth (inches):</td>
</tr>
<tr>
<td>Saturation Present?</td>
<td>Yes</td>
<td>No</td>
<td>X</td>
<td>Depth (inches):</td>
</tr>
</tbody>
</table>

**Wetland Hydrology Present?** | Yes | No | X |

**Remarks:**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE
City/County: Orion Township, Oakland
Sampling Date: 7/17/19
Applicant/Owner: Franklin Ridge Homes, LLC
State: MI
Investigator(s): Frances Thompson, James Sallee
Section, Township, Range: Sec.33, T4N, R10E
Landform (hillside, terrace, etc.): depression
Local relief (concave, convex, none): concave
Slope (%): 0-1 Lat: 42.72109 Long: -83.28262
Datum: NAD 83
Soil Map Unit Name: Houghton and Adrain mucks
NWI classification: PEM
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ___ (If no, explain in Remarks.)
Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No ___
Are Vegetation, Soil, or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes X No ___</th>
<th>Is the Sampled Area within a Wetland?</th>
<th>Yes X No ___</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes X No ___</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes X No ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks:
All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum</th>
<th>(Plot size: ________ )</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sapling/Shrub Stratum</td>
<td>(Plot size: 15 ft)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Herb Stratum</td>
<td>(Plot size: 5 ft )</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks: (Include photo numbers here or on a separate sheet.)

US Army Corps of Engineers
Midwest Region – Version 2.0
37
### SOIL

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Muck</td>
<td></td>
</tr>
<tr>
<td>8-15</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loamy/Clayey</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.*

**Hydric Soil Indicators:**

- Histosol (A1) Sandy Gleyed Matrix (S4)
- Histric Epipedon (A2) Sandy Redox (S5)
- Black Histic (A3) Stripped Matrix (S6)
- Hydrogen Sulfide (A4) Dark Surface (S7)
- Stratified Layers (A5) Loamy Mucky Mineral (F1)
- 2 cm Mucky (A10) Loamy Gleyed Matrix (F2)
- Depleted Below Dark Surface (A11) Depleted Matrix (F3)
- Thick Dark Surface (A12) Redox Dark Surface (F6)
- Sandy Mucky Mineral (S1) Depleted Dark Surface (F7)
- 5 cm MuckyPEAT or Peat (S3) Redox Depressions (F8)

**Indicators for Problematic Hydric Soils:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

**Restrictive Layer (if observed):**

<table>
<thead>
<tr>
<th>Type</th>
<th>Depth (inches):</th>
<th>Hydric Soil Present?</th>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
</table>

**Remarks:**

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

---

### HYDROLOGY

**Wetland Hydrology Indicators:**

**Primary Indicators (minimum of one is required; check all that apply):**

- Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

**Secondary Indicators (minimum of two required):**

- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- X FAC-Neutral Test (D5)

**Field Observations:**

<table>
<thead>
<tr>
<th>Surface Water Present?</th>
<th>Yes</th>
<th>No</th>
<th>X</th>
<th>Depth (inches):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Table Present?</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
<td>Depth (inches): 12</td>
</tr>
<tr>
<td>Saturation Present?</td>
<td>Yes</td>
<td>X</td>
<td>No</td>
<td>Depth (inches): 10</td>
</tr>
</tbody>
</table>

**Wetland Hydrology Present?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
</table>

**Remarks:**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available.
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE
City/County: Orion Township, Oakland
Sampling Date: 7/17/19

Applicant/Owner: Franklin Ridge Homes, LLC
State: MI
Sampling Point: A164 WET

Investigator(s): Frances Thompson, James Sallee
Section, Township, Range: Sec.33, T4N, R10E

Landform (hilside, terrace, etc.): depression
Local relief (concave, convex, none): concave

Slope (%): 0-1 Lat: 42.71985 Long: -83.27994 Datum: NAD 83

Soil Map Unit Name: Houghton and Adrain mucks
NWRI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ___ (If no, explain in Remarks.)

Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No ___

Are Vegetation, Soil, or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

<table>
<thead>
<tr>
<th>Hydrophytic Vegetation Present?</th>
<th>Yes X No ____</th>
<th>Is the Sampled Area within a Wetland?</th>
<th>Yes X No ____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydric Soil Present?</td>
<td>Yes X No ____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wetland Hydrology Present?</td>
<td>Yes X No ____</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks: All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum</th>
<th>(Plot size: 30 ft.)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acer saccharinum</td>
<td>40</td>
<td>Yes</td>
<td>FACW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total = Total Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sapling/Shrub Stratum</th>
<th>(Plot size: 15 ft.)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fraxinus pennsylvanica</td>
<td>30</td>
<td>Yes</td>
<td>FACW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Frangula alnus</td>
<td>15</td>
<td>Yes</td>
<td>FACW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Acer negundo</td>
<td>10</td>
<td>No</td>
<td>FAC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total = Total Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Herb Stratum</th>
<th>(Plot size: 5 ft.)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Phleum arundinaceae</td>
<td>60</td>
<td>Yes</td>
<td>FACW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Phragmites australis</td>
<td>40</td>
<td>Yes</td>
<td>FACW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Boehmeria cylindrica</td>
<td>5</td>
<td>No</td>
<td>OBL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Carex leucastris</td>
<td>5</td>
<td>No</td>
<td>OBL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total = Total Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Woody Vine Stratum</th>
<th>(Plot size: ______)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
<th>Dominance Test worksheet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total = Total Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prevalence Index worksheet:

<table>
<thead>
<tr>
<th>Total % Cover of:</th>
<th>Multiply by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBL species 10 x 1 = 10</td>
<td></td>
</tr>
<tr>
<td>FACW species 185 x 2 = 370</td>
<td></td>
</tr>
<tr>
<td>FAC species 10 x 3 = 30</td>
<td></td>
</tr>
<tr>
<td>FACU species 0 x 4 = 0</td>
<td></td>
</tr>
<tr>
<td>UPL species 0 x 5 = 0</td>
<td></td>
</tr>
<tr>
<td>Column Totals 205 (A)</td>
<td></td>
</tr>
<tr>
<td>Prevalence Index = B/A 410 (B)</td>
<td></td>
</tr>
</tbody>
</table>

Hydrophytic Vegetation Indicators:

1. Rapid Test for Hydrophytic Vegetation
2. Dominance Test is >50%
3. Prevalence Index is ≤0.01
4. Morphological Adaptations

Hydrophytic Vegetation Present? Yes X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

US Army Corps of Engineers
Midwest Region – Version 2.0

39
### Soil

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Muck</td>
<td></td>
</tr>
<tr>
<td>15-18</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Loamy/Clayey</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **Type:** C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

2. **Location:** PL=Pore Lining, M=Matrix.

### Hydric Soil Indicators:

- Histosol (A1)          
- Black Histosol (A3)    
- Hydrogen Sulfide (A4)  
- Stratified Layers (A5) 
- 2 cm Muck (A10)        
- Depleted Below Dark Surface (A11) 
- Thick Dark Surface (A12) 
- Sandy Mucky Mineral (S1) 
- 5 cm Mucky Peat or Peat (S3)

### Restrictive Layer (if observed):

<table>
<thead>
<tr>
<th>Type</th>
<th>Depth (inches)</th>
<th>Hydric Soil Present?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

### Hydrology

#### Wetland Hydrology Indicators:

**Primary Indicators** (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- X Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

**Secondary Indicators** (minimum of two required)

- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

#### Field Observations:

- Surface Water Present? Yes No X Depth (inches): 14
- Water Table Present? Yes X No Depth (inches): 14
- Saturation Present? Yes X No Depth (inches): 10

#### Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available.

### Remarks:

US Army Corps of Engineers

Midwest Region – Version 2.0

40
WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Silverbell and Joslyn SE  
City/County: Orion Township, Oakland  
Sampling Date: 7/17/19

Applicant/Owner: Franklin Ridge Homes, LLC  
State: MI  
Sampling Point: A187 WET

Investigator(s): Frances Thompson, James Sailee  
Section, Township, Range: Sec 33, T4N, R10E

Landform (hillside, terrace, etc.): depression  
Local relief (concave, convex, none): concave

Slope (%): 0-1  
Lat: 42.71932  
Long: -83.28179  
Datum: NAD 83

Soil Map Unit Name: Houghton and Adrain mucks  
NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes [x], No [ ]  
(If no, explain in Remarks.)

Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes [x], No [ ]  
(If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

| Hydrophytic Vegetation Present? | Yes [x], No [ ] | Is the Sampled Area within a Wetland? | Yes [x], No [ ] |

Remarks: All three wetland criteria are met. Sampling point is wetland.

VEGETATION – Use scientific names of plants.

<table>
<thead>
<tr>
<th>Tree Stratum (Plot size: 30 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Acer saccharinum</td>
<td>95</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2. Rhamnus alnifolia</td>
<td>60</td>
<td>Yes</td>
<td>OBL</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>155</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sapling/Shrub Stratum (Plot size: 15 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Frangula alnus</td>
<td>70</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cover</td>
<td>70</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Herb Stratum (Plot size: 5 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Impatiens capensis</td>
<td>5</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cover</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Woody Vine Stratum (Plot size: 30 ft)</th>
<th>Absolute % Cover</th>
<th>Dominant Species?</th>
<th>Indicator Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ulmus americana</td>
<td>40</td>
<td>Yes</td>
<td>FACW</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cover</td>
<td>40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks: (Include photo numbers here or on a separate sheet.)

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)
Total Number of Dominant Species Across All Strata: 5 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

<table>
<thead>
<tr>
<th>Species</th>
<th>% Cover</th>
<th>Multiply by</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBL species</td>
<td>60</td>
<td>1</td>
</tr>
<tr>
<td>FACW species</td>
<td>210</td>
<td>2</td>
</tr>
<tr>
<td>FAC species</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>FACU species</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>UPL species</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Column Totals</td>
<td>270</td>
<td></td>
</tr>
</tbody>
</table>

Prevalence Index = B/A = 480 (B)

Hydrophytic Vegetation Indicators:

1. Rapid Test for Hydrophytic Vegetation
2. Dominance Test is >50%
3. Prevalence Index ≤50%
4. Morphological Adaptations1 (Provide supporting data in Remarks or on a separate sheet)
5. Problematic Hydrophytic Vegetation1 (Explain)

Hydrophytic Vegetation Present? Yes [x], No [ ]

US Army Corps of Engineers
Midwest Region – Version 2.0

41
SOIL

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

<table>
<thead>
<tr>
<th>Depth (inches)</th>
<th>Color (moist)</th>
<th>%</th>
<th>Color (moist)</th>
<th>%</th>
<th>Type</th>
<th>Loc</th>
<th>Texture</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-17</td>
<td>10YR 2/1</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Muck</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Type: C=Concentration, D=Depletion, R=Reduced Matrix, MS=Masked Sand Grains.

Hydric Soil Indicators:
- X Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- X 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)

Indicators for Problematic Hydric Soils:
- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

Restrictive Layer (if observed):

<table>
<thead>
<tr>
<th>Type</th>
<th>Depth (inches)</th>
<th>Hydric Soil Present?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Remarks:
This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:
Primary Indicators (minimum of one is required; check all that apply)
- Surface Water (A1)
- High Water Table (A2)
- X Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

Secondary Indicators (minimum of two required)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Field Observations:
- Surface Water Present? Yes No X Depth (inches): 14
- Water Table Present? Yes X No Depth (inches): 10
- Saturation Present? Yes X No Depth (inches): 10

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Alternatives Analysis

The Applicant reviewed multiple site planning options which are included with this application. These alternative site plans included the Parallel – Preservation Plan, which included 31 large single family lots covering approximately 76 percent of the 74-acre property. A PUD – Preservation Plan included 54 smaller single family home sites covering approximately 54 percent of the property. Ultimately the PUD-2 Conceptual Site Plan was developed, which became the basis for this permit application. The PUD-2 plan proposes 46 home sites, a 4-acre land donation to the Township, and the preservation of approximately 70 percent (49 acres) of the remaining property which includes emergent/open water wetland, forested upland and a portion of Mud Lake.
INDEX OF DRAWINGS:

COVER
W-0.0  BOUNDARY PLAN
W-0.1  LEGAL DESCRIPTIONS
W-1.0  OVERALL EXISTING CONDITIONS
W-1.1  OVERALL SITE PLAN AND WETLAND MAP
W-2.0  IMPACT AREA A1 PROPOSED PLAN
W-2.1  IMPACT AREA A1 PROFILES
W-2.2  OUTFALL PROFILE
W-3.0  IMPACT AREA A2 PROPOSED PLAN
W-3.1  IMPACT AREA A2 PROFILE 'A-A'
W-3.2  IMPACT AREA A2 PROFILE 'B-B'
W-4.0  IMPACT AREA A3 PROPOSED PLAN
W-4.1  IMPACT AREA A3 PROFILE 'A-A'
W-4.2  IMPACT AREA A3 PROFILE 'B-B'
W-5.0  IMPACT AREA A4 PROPOSED PLAN
W-5.1  IMPACT AREA A4 PROFILE 'A-A'
W-5.2  IMPACT AREA A4 PROFILE 'B-B', 'C-C'
W-5.3  IMPACT AREA A4 PROFILE 'D-D'
W-6.0  DETAILS
W-6.1  DETAILS
LEGAL DESCRIPTION
(Per Oakland County Assessment Records)

Parcel No. 09-28-379-001
Town 4 North, Range 10 East, Section 28, That Part of the Southeast 1/4 of Southwest 1/4 lying south of highway and east or Grand Trunk Western Railroad.

Parcel No. 09-28-451-001
Town 4 North, Range 10 East, Section 28, That Part of West 20 acres of Southeast 1/4 Lying south of public highway.

Parcel No. 09-33-201-001
Town 4 North, Range 10 East, Section 33 Northwest 1/4 OF Northeast 1/4 Except Beginning at northwest corner of Lot 14 of "Lakeview Subdivision" thence North, 95.05 ft more or less to water's edge of Mud Lake, thence along water's edge S70°54'0"E, 24.20 ft and N64°38'19"E, 74.39 ft and South 119.60 ft more or less to point on north line of said Lot 14, thence N89°27'10"W 90 ft to Beginning, also except beginning at northwest corner of Lot 12 of "Supervisors Plat of Lakeview Sub", thence North 100.45 ft more or less to waters edge of MudLake, thence along waters edge S8°00'38"E 121.30 ft, thence N81°44'07"E 81.02 ft, thence South 95.05 ft more or less Northeast Corner of Lot 13 of said "plat", thence N89°27'10"E 200 ft to Beginning.

Parcel No. 09-33-128-001
Town 4 North, Range 10 East, Section 33 That part of Northeast 1/4 of Northwest 1/4 lying easterly of highway and Grand Trunk Railroad Right-of-Way.

LEGAL DESCRIPTION
(Combined parcel as surveyed by PEA Inc.)

Part of the southeast and southwest 1/4 of Section 28, together with part of the northeast and northwest 1/4 of Section 33, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being more particularly described as:

Comencing at the South 1/4 corner of said Section 28, thence N00°54'0"E, 1037.64 feet along the north—south 1/4 line of said section to the south line of Silverbell Road (66' wide) and the Point of Beginning; thence along said south line N81°37'08"W, 336.39 feet; thence S00°54'11"W, 1087.57 feet to the east—west 1/4 line of said section; thence along said line S89°44'45"E, 999.50 feet; thence S00°20'21"W, 1319.24 feet to the north line of "Supervisor's Plat of Lakeview Subdivision" as recorded in Liber 53, Page 21, Oakland County Records; thence along said north line, N89°37'34"W, 293.09 feet; thence N00°10'08"W, 119.60 feet; thence the following four courses along the waters edge of Mud Lake, S84°49'49"W, 74.39 feet and N70°02'23"W, 24.20 feet and S81°31'02"W, 81.02 feet and N81°09'09"W, 121.30 feet to the northerly extension of the west line of Lot 12 of said supervisor's plat; thence along said extension, S00°43'08"W, 100.45 feet to the aforementioned north line of said supervisor's plat; thence along said north line, N89°37'34"W, 768.31 feet to a 3/8" iron in a 4" square concrete monument; thence continuing along said north line, N89°55'57"W, 363.34 feet to the east line of Joslyn Road (66' wide) as recorded in Liber 36264, Page 120, Oakland County Records; thence said east line, 509.14 feet along the arc of a curve to the left having a radius of 1903.85 feet and a chord that bears N05°17'23"W, 507.83 feet to the east line of the Canadian National Rail Road Right—of—Way (50' wide); thence the following two courses along said east line, 580.44 feet along the arc of a curve to the left having a radius of 3269.18 feet and a chord that bears N03°50'37"W, 579.69 feet and N08°08'02"W, 1107.11 feet to the south line of said Joslyn Road; thence along said south line, N81°37'17"E, 644.53 feet to the Point of Beginning.

Containing 73.419 acres of land, more or less.
EX. END SECTION TO BE REMOVED. EX. 3'x8' ELLIPTICAL PIPE TO BE EXTENDED 32'.

PR. 8' DIA. CATCH BASIN
46' OF 48'' RCP PIPE

DETENTION BASIN
C'

END SECTION AND RIPRAP PER DETAIL ON SHEET W-6.0.

EXISTING WETLAND TO REMAIN

SILT FENCE PER DETAIL ON SHEET W-6.0.

GRADING/DISTURBANCE LIMIT.

MUD LAKE
AVERAGE WATER ELEV. 993.0

IMACT AREA 1:
FILL TOTAL: 1,970 SF (0.045 AC)
AVERAGE FILL DEPTH = 5'
AVERAGE LENGTH = 75'
AVERAGE WIDTH = 26'
PROVIDE 361 CY OF FILL
SEE SHEET W-2.1 FOR PROFILES

GRAPHIC SCALE
1" = 30'
PROFILE A-A
VERT. SCALE: 1"=5'
HORIZ. SCALE: 1"=50'
FILL IN WETLAND

PROFILE B-B
VERT. SCALE: 1"=5'
HORIZ. SCALE: 1"=50'
FILL IN WETLAND

IMPACT AREA 1
REFER TO SHEET W-2.0 FOR IMPACT QUANTITIES.
PROFILE C-C
OUTFALL SECTION
VERT. SCALE: 1"=5'
HORIZ. SCALE: 1"=50'
IMPACT AREA 2:
FILL TOTAL: 16,292 SF (0.37 AC)
AVERAGE FILL DEPTH = 6'
AVERAGE LENGTH = 271'
AVERAGE WIDTH = 60'
PROVIDE 3,813 CY OF FILL
SEE SHEETS W-3.1 AND W-3.2 FOR PROFILES.

SILT FENCE PER DETAIL ON SHEET W-6.0.

EXISTING WETLAND TO REMAIN

MUD LAKE
AVERAGE WATER
ELEV. 93.0

GRADING/DISTURBANCE
LIMIT.

0
60
120

GRAPHIC SCALE
1" = 60'

55
REFER TO SHEET W-3.0 FOR IMPACT QUANTITIES.

PROPOSED GRADE

EXISTING GRADE

CLEAN FILL FROM A COMMERCIAL SOURCE

MUD LAKE
AVG. WATER ELEV. 993.0

IMPACT AREA 2 PROFILE A-A

VERT. SCALE: 1"=5'
HORIZ. SCALE: 1"=50'

FILL IN WETLAND
IMPACT AREA 2 PROFILE B-B

VERT. SCALE: 1" = 5'
HORIZ SCALE: 1" = 50'
FILL GET WETLAND

1015
WETLAND BOUNDARY

REFER TO SHEET W-3.0 FOR IMPACT QUANTITIES

1015

PROPOSED GRADE

1

EXISTING GRADE

4

PR. SILT FENCE

CLEAN FILL FROM A COMMERCIAL SOURCE

MUD LAKE
AVG. WATER ELEV. 993.0
IMPACT AREA 4:
FILL TOTAL: 4,909 SF (0.11 AC)
AVERAGE FILL DEPTH = 3'
AVERAGE LENGTH = 140'
AVERAGE WIDTH = 35'
PROVIDE 544 CY OF FILL
SEE SHEETS W-5.1 AND W-5.2 FOR PROFILES

GRADING/DISTURBANCE LIMIT

MUD LAKE
AVERAGE WATER
ELEV. 993.0

SILT FENCE PER DETAIL
ON SHEET W-6.0,

DETENTION BASIN

END
SECTION
AND
RIPRAP
IMPACT AREA 4 PROFILE A-A

VERT. SCALE: 1"=5'
HORIZ. SCALE: 1"=50'
FILL IN WETLAND

1005 WETLAND BOUNDARY
REFER TO SHEET W-5.0
FOR IMPACT QUANTITIES.

1000 WETLAND BOUNDARY

995 PROPOSED GRADE.

990 CLEAN FILL FROM A
COMMERCIAL SOURCE.

985 EXISTING GRADE.

MUD LAKE
AVG. WATER ELEV. 993.0
IMPACT AREA 4

PROFILE B-B

VERT. SCALE: 1" = 5'  
HORIZ. SCALE: 1" = 50'  
FILL IN WETLAND

PROPOSED GRADE

EXISTING GRADE

CLEAN FILL FROM A COMMERCIAL SOURCE

MUD LAKE AVG. WATER ELEV. 993.0

PROPOSED GRADE

EXISTING GRADE

CLEAN FILL FROM A COMMERCIAL SOURCE

MUD LAKE AVG. WATER ELEV. 993.0

PROFILE C-C

VERT. SCALE: 1" = 5'  
HORIZ. SCALE: 1" = 50'  
FILL IN WETLAND

PROPOSED GRADE

EXISTING GRADE

CLEAN FILL FROM A COMMERCIAL SOURCE

MUD LAKE AVG. WATER ELEV. 993.0
# Plan View

## Profile View

END SECTION & RIPRAP DETAIL

NOT TO SCALE

## Table: Pipe Diameter

<table>
<thead>
<tr>
<th>Pipe Diameter</th>
<th>&quot;B&quot;</th>
<th>&quot;C&quot;</th>
<th>&quot;D&quot;</th>
<th>Square Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot;</td>
<td>5'-0&quot;</td>
<td>6'-6&quot;</td>
<td>3'-0&quot;</td>
<td>8.0</td>
</tr>
<tr>
<td>15&quot;</td>
<td>5'-0&quot;</td>
<td>7'-0&quot;</td>
<td>3'-0&quot;</td>
<td>8.5</td>
</tr>
<tr>
<td>18&quot;</td>
<td>5'-0&quot;</td>
<td>7'-6&quot;</td>
<td>3'-6&quot;</td>
<td>9.2</td>
</tr>
<tr>
<td>21&quot;</td>
<td>5'-6&quot;</td>
<td>8'-0&quot;</td>
<td>4'-0&quot;</td>
<td>10.7</td>
</tr>
<tr>
<td>24&quot;</td>
<td>6'-0&quot;</td>
<td>8'-6&quot;</td>
<td>4'-6&quot;</td>
<td>12.4</td>
</tr>
<tr>
<td>48&quot;</td>
<td>6'-6&quot;</td>
<td>14'-6&quot;</td>
<td>12'-0&quot;</td>
<td>28.7</td>
</tr>
</tbody>
</table>
TO: The Charter Township of Orion Planning Commission
FROM: Tammy Girling, Planning & Zoning Director
DATE: November 12, 2020
RE: PC-2020-___, Pure Green, LLC, Ordinance 154 Class “C” Grow Application

As requested, I am providing suggested motions for the abovementioned project. Please feel free to modify the language. The verbiage below could substantially change based upon the Planning Commissions findings of facts for the project. Any additional findings of facts should be added to the motion below.

PLEASE NOTE: THIS SUGGESTED MOTION CAN BE USED FOR PC-2020-28 THROUGH PC-2020-37. EACH CASE REQUIRES A SEPARATE MOTION.

Ordinance #154

I move to grant/not grant approval of the application, as required per Ord. #154, for PC-2020-___, Pure Green, LLC, for a Class “C” growing facility, located at 180 Premier Dr., (parcel 09-35-477-001 & 09-35-477-002) based on the finds of fact that the operation does/does not meeting the following location requirements:

- Is located in and IP zoning district
- Is located in a building that meets all the distance requirements shown in Ord. 154
- Is located in a building that has an ingress/egress road with less than 6,000 vehicles/day.
- Is located in a building that has an ingress/egress road that does not service as a road that also serves for residential zoning.

If motion is grant approval - conditioned upon:

1. The applicant meets all applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.
Charter Township of Orion
Planning Division
2525 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000; Fax (248) 391-1454

CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2020-28
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Pure Green
Request: Class “C” Grow
Date: November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1. — The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 — The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 — The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG): The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working areas and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a, b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]
Charter Township of Orion

ORION ORDINANCE 154 INITIAL PERMIT APPLICATION

Ordinance 154, Licensed Marihuana Facilities Ordinance

Pursuant to the Charter Township of Orion Ordinance 154, Licensed Marihuana Facilities Ordinance, the following application is intended to collect information and documentation establishing the applicant’s conformance with the ordinance. All applicants should note that the approval of a Marihuana Permit will be based upon the accuracy and completeness of the information provided. In the event applications are received in excess of the permitted number of locations within the Ordinance or two or more applicants have similar qualifications, the Charter Township of Orion reserves its right to approve a permit which in the opinion of the Township best meets its goals and safeguards as set forth in the Ordinance. No financial or other right is established by the payment of the non-refundable application fee. All applications for renewal of a permit shall be reviewed per the standards set forth in the Ordinance. The Charter Township of Orion reserves the right to approve or deny the permit based upon the failure of any applicant to establish to the satisfaction of the Township any requirement, standard or goal of the Ordinance. The applicant understands this determination may involve a subjective interpretation of the application. Any permit granted by the Township is contingent upon the State of Michigan granting a state license for the specific license applied for under this ordinance.

SECTION A- APPLICANT

1. Name of Applicant: Pure Green, LLC
   Authorized Signer (of not an individual): Stephen Goldner
   Address of Applicant: 2055 Crooks Rd, Suite B
   Rochester Hills, MI 48309
   Phone Number: 248.920.8770
   Email Address: licensing@gloriouscanna.com
   Sole Proprietor ☐ Partnership ☐
   Corporation ☐ Limited Liability Company ☑
   ☐ Other: __________________________

2. If entity is Sole Proprietor, state Owner/Proprietor’s date of birth: ____________ and provide a copy of photo identification.

3. If other than Sole Proprietor, list name, address and date of birth of all owners and provide copies of photo identification and percentage of ownership.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>4781 Tara Ct</td>
<td>03/18/1948</td>
<td>100%</td>
</tr>
</tbody>
</table>

4. Name and address, phone number, date of birth and photo identification of all anticipated employees of facilities not listed as owners. (This information must be provided and supplemented before any future employee not listed begins working at facility)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. If the Applicant or owner or any operator is a licensed caregiver under the Michigan Medical Marihuana Act, please list their name and address, and caregiver ID number issued by the State of Michigan. N/A

6. For any corporation or other legal entity who has a financial interest or affiliation with the requested permit, please state the following:

Name: __________________________
Name of Authorized Signer: __________________________
Address: __________________________

Interest or Affiliation: __________________________

SECTION B- FACILITY LOCATION

7. Name of proposed facility: Oakland Business Park, Building B

8. Location of proposed facility: 160 Premier Drive

Orion Charter Township, MI 48359
9. Please provide a preliminary floor plan sketch showing the location of all facility operations within an existing building, or for new construction a site plan for the parcel. Attach as Exhibit “A”
   ⨁ Document(s) attached. If not attached, why not and when is applicant expected to supplement: ________________________________

10. With respect to the location of the facility, please state with specificity the exact location, address, suite number and, if necessary, the location of the facility within a building or the parcel of land. This location should include the distance in feet from each property line. Attach as Exhibit “B”
    ⨁ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: __________

11. Please provide evidence of the Applicant’s property interest in the proposed location. Provide copies of documentation showing a legal and enforceable property interest. Attach as Exhibit “C”.
    ⨁ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: __________

12. Please confirm and establish that the facility is located within the Township’s Industrial Park district (“IP”); is not within 1,500 feet of a church; is not within 2,000 feet of a residence located in the R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning Districts; is not within 2,500 feet of a registered school and does not have ingress or egress on a street or road that has an average traffic volume in excess of 6,000 vehicles per day as calculated and reported by Southeast Michigan Counsel of Governments. Further, please show that the facility does not have an ingress or egress on a street or road that serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP Zoning District. For each of the above criteria, please attach any and all documents which will permit the Township to calculate compliance with the Licensed Marijuana Facilities Ordinance No. 154. At a minimum, provide a map showing the facility and measured distances (building edge to building edge). Attach as Exhibit “D”.
    ⨁ Document(s) attached.
    If not attached, why not and when is applicant expected to supplement: __________

a) Is the Facility located in the Township’s IP (Industrial Park District) zoning district?
   ⨁ Yes □ No
b) Is the Facility more than one thousand five hundred (1,500) feet of any church in the Township?

☐ Yes ☐ No

c) Is the Facility more than two thousand (2,000) feet of any residence located in an R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes ☐ No

d) Is the Facility more than two thousand five hundred (2,500) feet of any registered school within the Township.

☐ Yes ☐ No

For 10-12 above, please provide a map showing the facility and measured distances (building Edge to building edge.)

e) Does the facility have an ingress or egress on a street or road that has an average traffic volume of six thousand (6,000) or less vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by the Southeast Michigan Council of Governments (SEMCOG) per the site semcog.org/Traffic-Counts?

☐ Yes ☐ No

f) Does the Facility have an ingress or egress on a street or road that does not also serve as an ingress or egress to a residential road or property located in a TR-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district?

☐ Yes ☐ No

Name of Facility ingress/egress Street or road: Premier Drive

13. Please state whether the Applicant will seek a variance from the Zoning Board of Appeals pursuant to Article 6(8) of the Orion Licensed Marihuana Facilities Ordinance No. 154.

☐ Yes ☐ No

If variance will be sought, specify location category(s) pursuant to Art 6 (1)- (6):

_________________________________________________________

_________________________________________________________

4

74
For each category variance sought, state the percentage the applicant will seek: _____%  
(Not to exceed 15%)

SECTION C- FACILITY REQUIREMENTS

14. When available, submit to the Township a copy of the Applicant’s application for a license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs, for each facility permit requested.  
Attach as Exhibit “E”.  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ____________________________  
Phase 2 application with the state of Michigan requires a permit and signed attestation from the municipality. We expect to submit our application with the state by November 1, 2020.

15. Is consumption and/or use of marihuana prohibited at the Facility?

☐ Yes  ☐ No

16. Will all activity related to the Facility be done indoors?

☐ Yes  ☐ No

17. Will all Marihuana contained within the building be in a locked Facility in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) as amended?

☐ Yes  ☐ No

18. Please set forth an operations statement, plan and or outline showing that all facility activities shall occur indoors and in a building which is locked.  
Attach as Exhibit “F”  
☐ Document(s) attached.  
If not attached, why not and when is applicant expected to supplement: ____________________________

19. Will all necessary building, electrical, plumbing and mechanical permits obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located?

☐ Yes  ☐ No
20. When available and prior to the issuance of any permit, the Applicant must submit all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire department showing compliance with the Michigan Fire Protection Code and confirmation that the storage of any chemical, herbicide, pesticide and or fertilizer has also been approved by the Orion Fire Department.
   Attach as Exhibit "G".
   ☑ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ________________

21. In any portion of the structure where the storage of any chemicals such as herbicides, pesticides, and/or fertilizers, do you agree to be subject to inspection and approval by the Orion Fire Department to ensure compliance with the Michigan Fire protection Code?

   ☑ Yes       ☐ No

22. Will you ensure that no other uses, other than accessory uses, will be permitted within the same Facility other than those associated with cultivating, processing, transporting or testing marihuana?

   ☑ Yes       ☐ No

23. Please state and/or provide documentation showing the plan that all litter and waste will be properly and safely removed and will not constitute a source of contamination in areas where marihuana is exposed. Further, please include how the applicant will dispose of rubbish so as to minimize the development of odor and minimize the potential for development of waste odor and waste from becoming an attracted, harborage or breeding place for pests. Please include a detailed description of the ventilation system. Attach as Exhibit "H".
   ☑ Document(s) attached.
   If not attached, why not and when is applicant expected to supplement: ________________

   a) Will litter and waste be properly removed and the operating systems for waste disposal maintained in an adequate manner so that they do not constitute a source of contamination in areas where marihuana is exposed?

      X   Yes       ☐ No

   b) Will floors, walls and ceilings be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair?

      X   Yes       ☐ No
c) Will there be there adequate screening or other protection against entry of pests, and will rubbish be disposed of so as to minimize the development of odor, minimize the potential for development of waste odor, and minimize the potential for waste becoming an attractant harborage or breeding places for pests?

☐ Yes  ☐ No

d) Will all buildings, fixtures and other facilities be maintained in a sanitary condition?

☐ Yes  ☐ No

e) Will each Facility center provide its occupants with adequate and readily accessible toilet facilities that will be/are maintained in a sanitary condition and in good repair?

☒ Yes  ☐ No

24. Please state how the Applicant intends to avoid excessive noise, dust, vibrations, glare, fumes or odors detectable to the normal senses beyond the boundaries of the property. Attach as Exhibit "I".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

25. Please provide the plan and supporting documentation showing that all disposal systems for spent water and spent soil have been adequately and safely disposed of and accounted for.

Attach as Exhibit "J".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________

26. Please provide a security and safety plan, and at a minimum showing the facilities surveillance systems and continuous monitoring systems of the entire premise as required by the ordinance.

Attach as Exhibit "K".

☒ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: ______________________
a) Will the Facility continuously monitor the entire premises with surveillance systems that include security cameras operating 24 hours a day, 7 days a week, every day of the year, and will these recordings be maintained for a period of at least 30 days?

☑ Yes ☐ No

27. Please state and/or show the exterior signage or advertising identifying the facility.
Attach as Exhibit “L.”
☐ Document(s) attached.
If not attached, why not and when is applicant expected to supplement: __________________________
The facility will only show the numbers associated with its address.

a) Do you understand and agree that any exterior signage or advertising identifying the Facility as a marihuana facility is prohibited?

☑ Yes ☐ No

SECTION D- BUSINESS OPERATIONS AND SECURITY

28. Active business operations shall not be open outside of the hours of 7am and 9pm.

Active Hours of Operations:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
<td>7am</td>
</tr>
<tr>
<td>Close</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
<td>9pm</td>
</tr>
</tbody>
</table>

29. Will security guards be provided? If yes, how many? ________________

☑ Yes ☐ No

30. Days and Hours security guards will be provided:

<table>
<thead>
<tr>
<th></th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Hrs?*</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Start</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
<td>6am</td>
</tr>
<tr>
<td>Finish</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
<td>6pm</td>
</tr>
</tbody>
</table>

*If any day is not 24 hrs., please enter Start and Finish times.
SECTION F- BACKGROUND

31. Have you previously operated in this Township or any other County, City, or State under a Medical or adult use Marijuana/Marihuana License or Permit?

☐ Yes  ☐ No

32. Have any of the previously issued licenses or permits mentioned above been revoked or suspended?

☐ Yes  ☑ No

If yes, provide an explanation for the revocation/suspension below.

_____________________________________________________________________________

_____________________________________________________________________________

33. Is the Applicant or Authorized Signer currently licensed by any governmental agency to engage in any business?

☑ Yes  ☐ No

34. If yes to questions 31, 32, or 33, please list each such license or permit held, the city or state in which it is held, and expiration date thereof.

State of Michigan license to operate medical marihuana cultivation facilities.

_____________________________________________________________________________

_____________________________________________________________________________

35. Has the Applicant or any stakeholder been convicted or incarcerated for a felony within the past ten (10) years or ever been convicted of an illegal substance related felony?

☐ Yes  ☐ No

If yes, list the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
I HEREBY CERTIFY UNDER OATH AND PENALTY OF PERJURY THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE. I UNDERSTAND THAT ANY OMISSIONS OR INACCURATE INFORMATION OF THE APPLICANT, MY AGENTS OR EMPLOYEES WILL DISQUALIFY MY APPLICATION FROM CONSIDERATION.

Applicant’s Signature:  

**Stephen Goldner**  
Print Name: **Stephen Goldner**  
Title: **Owner**

Dated: 10/26/2020

If needed additional signatures:

Witness Signature:

**Aaron Foglaman**

Print Name: **Aaron Foglaman**
Title: ****
LIST OF DOCUMENTS TO PROVIDE WITH APPLICATION

(Where applicable, an attached document(s) may satisfy more than one requested document. If so, please identify the appropriate responsive Exhibit or document in the space provided.)

Application Documents

Exhibit A & B: Floor plan or drawings to scale and elevations as required by Orion Township Ordinance No. 154 with location plan showing surrounding area as required by Ordinance.
✓ Document Attached. If not, why not: ________________________________

Exhibit C: Copy of Proof of Ownership, Purchase Agreement, Lease, or options for the site where the Marijuana Facility will be operated. (If leased, signed document by owner consenting of the lease to the site for a Marijuana Facility).
✓ Document Attached. If not, why not: ________________________________

Exhibit D: Copy of map and/or other documents in response to question 15.
✓ Document Attached. If not, why not: ________________________________

Exhibit E: Copy of the Applicant’s application for license submitted to the State of Michigan, Department of Licensing and Regulatory Affairs.

Exhibit F: Copy of operations statement, plan and or outline showing facility activities shall occur indoors and in locked building (question 21).
✓ Document Attached. If not, why not: ________________________________

Exhibit G: Copy of all necessary building, electrical, plumbing and mechanical permits, as well as documented approval by the Orion Fire Department showing compliance. (question 23)
✓ Document Attached. If not, why not: ________________________________

Exhibit H: Copy of plan for litter and waste removal and detailed description of ventilation system. (question 26)
✓ Document Attached. If not, why not: ________________________________

Exhibit I: Copy of plan to avoid excessive noise, dust, vibrations, glare, fumes or odors. (question 27)
✓ Document Attached. If not, why not: ________________________________

Exhibit J: Copy of plan and supporting documents showing disposal of spent water and soil safety plan. (question 28)
✓ Document Attached. If not, why not: ________________________________

Exhibit K: Description of a security and safety plan as required in the Orion Township Ordinance No. 154 for Licensed Marijuana Facility. (question 29)
✓ Document Attached. If not, why not: ________________________________
**Exhibit L:** Any proposed text or graphical materials to be shown on the exterior of the proposed facility. (question 30)

☐ Document Attached. If not, why not: **Exterior will only show building numbers.**

**Additional Documents**

1. Copy of Articles of Incorporation or Limited Liability company or Partnership Agreement or assumed name certificate.
   ✔ Document Attached. If not, why not: ________________________________

2. Copy of Internal Revenue Service SS-4 EIN confirmation letter.
   ✔ Document Attached. If not, why not: ________________________________

3. Copy of Operating Agreement for LLC or Bylaws of Corporation of Partnership.
   ✔ Document Attached. If not, why not: ________________________________

4. Staffing plan.
   ✔ Document Attached. If not, why not: ________________________________

5. Proof of insurance showing compliance with Township Ordinance.
   ✔ Document Attached. If not, why not: ________________________________

6. Executed Affirmation of Stakeholder
   ✔ Document Attached. If not, why not: ________________________________
AFFIRMATION OF STAKEHOLDERS, AGENTS OR EMPLOYEES
FOR A LICENSED MARIHUANA FACILITY

1. I, Stephen Goldner, make this affirmation in support of the
   Application for a permit with the Charter Township of Orion for a Marihuana facility
   located at 180 Premier Drive, Orion Charter Township, MI.

2. I affirm that I
   a. That I am at least 21 years of age.
   b. Have never been indicted or charged with or arrested for, convicted of, plead
      guilty, or nolo contendere to a felony or to a controlled substance related
      misdemeanor.

3. I have not previously had a business license permit or registration denied or revoked or
   suspended by Orion Township.

4. Dated: 10/26/2020

   Print name: Stephen Goldner
1. Type of Permit Requested:
   Class “C” Grower Facility (medical) ☐
   Processing Center Facility (medical) ☐
   Safety Compliance Facility (medical) ☐
   Secured Transporter Facility (medical) ☐
   Class “A” Grower Facility (adult use) ☐
   Marijuana Safety Compliance Facility (adult use) ☐

   Name of Applicant: Pure Green, LLC

2. Date and Time Application accepted by Orion Township:
   Date: 10/28/2020    Time: 12:00 pm

3. Initial Application shall include nonrefundable $5,000 application fee and $5,000 annual permit fee. ($10,000.00 total) The annual permit fee is refundable if permit is denied. The annual renewal fee will be in the amount set by resolution of the Township Board of Trustees in its schedule of fees.
   $5,000.00 Non-Refundable Initial Application Fee paid on: 10/28/2020
   $5,000.00 Annual Permit Fee paid on:

Optional Inspections —To be Completed by Orion Township Clerks Office

Building Department Inspection Date: _______________ Signed by: __________________________
Police Department Inspection Date: _______________ Signed by: __________________________
Fire Department Inspection Date: _______________ Signed by: __________________________
A. & B. Facility Floor Plan
C. Lease Agreement
COMMERCIAL LEASE

This lease (the Lease), is entered into on November 1, 2020, between Premier Drive Tycoon I, LLC, with an address at 1615 S Telegraph Rd, Bloomfield Hills, MI (Landlord), and Pure Green, LLC, (Tenant) on the terms and conditions listed below.

1. Description of the Premises. Landlord owns the real property, improvements and any and all structures thereon located at 180 Premier Drive, Orion Township, MI 48359 ("Premises"), consisting of approx. 72,000 square feet. Tenant shall have the right to use the Premises to conduct its daily business operations and for any ancillary or related purposes including the operation of a marijuana business.

2. Basic Lease provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

   (a) Term: 10 years
   (b) Commencement Date: November 1, 2020
   (c) Termination date: October 31, 2030
   (d) Options: 1 option to renew for additional 10 years
   (e) Monthly installment amount: $75,000 or $12.50 per square foot;
   (f) Security deposit: $75,000.00
   (g) Use: Tenant's desired business operation

---

3. Term. This Lease shall be for a term stated in section 2(a) commencing on the date stated in section 2(b) (the Commencement Date) and terminating on the date stated in section 2(c). The rent for the first month shall be prorated from date of occupancy, if the date of occupancy is after the first day of the month. Each succeeding lease year shall begin on the anniversary of the same date and continue until the termination of the Lease.

Provided that Tenant is not in default under this Lease at the end of the then current Lease term, Tenant shall have the right to renew the term of this Lease for the option period stated in section 2(d) by giving Landlord written notice of Tenant's intent to renew the Lease at least 120 days before the expiration of the then current term. The renewal shall be on the same terms and conditions as in this Lease, except that the minimum rent for each renewal term shall be increased by a percentage equal to the percentage increase in the Consumers Price Index (Bureau of Labor Statistics Washington, D.C., all Cities) (CPI) during the preceding term. The percentage increase shall be determined by comparing the latest available CPI before the Commencement Date of the Lease or the prior term, whichever shall apply, and the latest available CPI on or before the expiration of the immediately preceding initial or renewal lease term. The word "term" as used in this Lease shall include any renewal term.

4. Minimum rent. Tenant shall pay to Landlord as rent the sum stated in section 2(e), payable in monthly installments due in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

If Tenant shall fail to pay any amount due from it to Landlord under this Lease when that amount shall be due, a one-time late charge of $50.00 shall be assessed and thereafter the amount of rent not paid shall be subject to a service charge until that amount is paid at the lesser of the rate of 5% per month or the highest rate permitted by law.

1
5. Security deposit. Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum stated in section 2(1) as a security deposit. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

If Tenant fails to keep and perform any of its covenants of this Lease, Landlord at its option may appropriate and apply the entire deposit, or so much as may be necessary, to compensate Landlord for loss or damage sustained by Landlord due to Tenant’s breach. If the entire deposit or any portion is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant’s failure to do so within 5 days after receipt of demand shall constitute a breach of this Lease.

6. Taxes. Tenant shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. Maintenance and repair. Tenant shall maintain and repair and keep the Premises in good condition and repair, including the exterior windows and the electrical system. Landlord shall, at tenants expense, make all other repairs and replacements to the Building, including those of a structural or capital nature. Landlord shall, at tenants expense, enter into an annual maintenance contract with a licensed heating and mechanical firm for the maintenance of the heating and air conditioning equipment during the term. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for all repairs or replacements to the Building occasioned by the negligence or willful act of Tenant, its agents, employees, invitees, or licensees.

8. Utilities. Tenant shall have all utilities servicing the Premises metered in its own name and shall pay all charges and deposits for the utilities provided to or used in the Premises during the term of this Lease. Tenant shall also pay 100% of the water and sewer bill. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord.

9. Liability insurance. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord’s insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person, $3 million for injury or death to more than one person, and $500,000 regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

Any insurance maintained by either party pursuant to this section or under this Lease shall contain a
clause or endorsement under which the insurer waives all rights of subrogation against the other party, its
agents or employees, regarding losses payable under the policy.

Any personal property kept on the Premises by Tenant shall be at Tenant’s sole risk.

10. Use. Tenant shall use and occupy the Premises for the purpose stated in section 2(g) and for no other
purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use
the Premises for any purpose or in any manner in violation of any State law, local ordinance, rule or
regulation adopted or imposed by the City in which the Premises is situated. Tenant shall not deface or
injure the Premises or the Building, permit anything to be done on the Premises tending to create a
nuisance or to disturb other tenants in the Building, or permit any activity in the Premises that will result
in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

11. Construction of leasehold improvements. Landlord grants Tenant express consent to construct
certain leasehold improvements as may be required for Tenant’s use. The cost of Tenant’s leasehold
improvements shall be paid for by Tenant. The improvements shall be constructed in a good and
workmanlike manner.

12. Operations. Tenant’s operations in conjunction with the Premises shall meet the requirements set
forth below.

a. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord
shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at
Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish.

b. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in any
pipes and fixtures.

c. Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and
rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or
merchandise in those areas. Tenant shall water and maintain any flowers, shrubs, and trees located
immediately adjoining the Premises.

d. Tenant shall only store and/or stock in the Premises goods, wares, and merchandise that Tenant intends
to offer for sale at retail.

e. Tenant shall conduct its business in the Premises in a dignified manner and in accordance with high
standards of store operation.

13. Restrictions on Tenant’s activities. Without Landlord’s written consent, Tenant shall not engage in
the activities listed below.

a. Tenant shall not operate all or any part of its business in the Premises in any manner that is inconsistent
with its intended use of the Premises.

b. Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales in the Premises.

c. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending
machines or similar devices for the sale of goods, wares, merchandise, food, beverages, or service,
including, without limitation, pay telephones, pay lockers, scale, and amusement devices without Landlord’s prior written consent.

d. Tenant and Tenant’s employees and agents shall not solicit business in the parking or other common areas of the Building, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord’s prior written consent.

e. Tenant and its employees and agents shall not park any vehicle on the Building land except in areas that are designated by Landlord for that use.

14. Assignment and subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. On any transfer of Landlord’s interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

15. Estoppel letter. On not less than 10 days’ prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that

a. certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

b. acknowledges that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying the default if any are claimed;

c. certifies the date to which all forms of rent have been paid; and

d. certifies the amount, if any, of the security deposit paid to Landlord.

Tenant’s failure to deliver such an estoppel letter within the 10 days shall be conclusive on Tenant that

a. this Lease is in full force and effect, without modification except as may be represented by Landlord;

b. there are no uncured defaults in Landlord’s performance;

c. not more than one month’s rent has been paid in advance; and

d. no security deposit has been paid except as may be represented by Landlord.

16. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

17. Damage or destruction. If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable,
the same shall be repaired as promptly as possible with the insurance proceeds unless this Lease is terminated. In the event of damage or destruction, if this Lease is not terminated, the rent shall be abated proportionately to the loss of use suffered by Tenant.

If, during the term of this Lease, the Premises shall be partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed 40 percent of its fair replacement value immediately prior to the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.

18. Condemnation. If the whole or any part of the Premises shall be taken by any publicauthority under the power of eminent domain, the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Alterations and signage. No improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord.

Tenant agrees that it will not place or maintain on any exterior door, wall, or window of the Premises any signs, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises that is not in conformity with all applicable governmental rules and regulations and the rules and regulations of the Building as set forth by Landlord and further, without first obtaining Landlord’s prior written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved in good condition and repair at all times. Tenant further acknowledges that Landlord may, at its option, regulate the lettering size, style, and color of Tenant’s sign so that all signs in the Building are of a like size, color, style of lettering, and like material. Tenant agrees that it will conform its sign to that as regulated by Landlord for the general use in the Building, regardless of how and in what manner Tenant normally designs its name for use in its sign and further regardless of whether or not Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the Premises at the termination of the Lease; provided, however, that Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

20. Remedies and default. If Tenant shall default in the payment of any sums to Landlord when due and shall not cure such default within 7 days; or if Tenant shall default in the performance of any other covenant or condition of the Lease and shall not cure such other default within 30 days after written notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be furnished to Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may
either (a) accelerate the full balance of the rental payable for the remainder of the term and sue for such sums or Landlord may terminate this Lease or (b) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant’s effects and relet the same for the account of Tenant for such rent and on such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Access to Premises. Landlord shall have the right to enter on the Premises at all reasonable hours to inspect and for access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises.

22. Rules and regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

23. Waiver. The failure of Landlord to insist on a strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

24. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above or to such other address as either party may furnish in writing during the term of this Lease.

25. Quiet enjoyment. Landlord covenants and agrees with Tenant, its successors, and assigns that on Tenant’s paying the rent and observing and performing all the terms, covenants, and conditions on Tenant’s part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess, and enjoy the Premises for the full term of this Lease.

26. Subordination to mortgage. Any mortgage now or hereafter placed on the Premises shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord’s request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in section 15. If Tenant fails to supply the estoppel letter, the provisions in section 15 to cover that failure shall apply. Notwithstanding the foregoing, Tenant’s possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant’s right to possession shall have been lawfully terminated in accordance with the provisions of this Lease.
27. **Building revisions by Landlord.** Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building, including such changes to the parking lot, driveways, signs, and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, as long as the revisions do not materially affect Tenant's use of the Premises.

28. **Holding over.** If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party on 30 days' written notice to the other.

29. **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, on the request of either party the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

30. **Captions and headings.** The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

31. **Applicable law.** This Lease shall be construed under the laws of the state of Michigan. Venue for any disputes under this agreement shall lie in Oakland, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

32. **Successors.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord, its successors, and assigns and shall be binding on Tenant and permitted assigns of Tenant.

33. **Effective date.** The parties have caused this agreement to be signed and shall be effective as of the day and year first above written.

*(signature page to follow)*
IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written.

**LANDLORD**
Premier Drive Tycoon I, LLC

Signature:

Name: Daryl Heller

Title: Owner

**TENANT**
Pure Green, LLC

Signature: Stephen Goldner

Name: Stephen Goldner

Title: CEO
D. Zoning Survey
F. Operations Plan
PURE GREEN, LLC
Business & Operations Plan

PREAMBLE:
Pure Green, LLC ("Applicant") will strictly comply at all times with applicable state law and local ordinance codes, including rules and emergency rules that may, from time to time, be promulgated by the state or Orion Township. All business activities will take place indoors in a locked facility. Applicant has retained a law firm with established expertise in Michigan marihuana law to ensure continuing education and compliance with the laws as they evolve. The statements made in this application are made with a clear and thorough understanding of state and local requirements as they exist on the date of application, but the operations of Applicant will be amended to comply with all future derivations of the state and municipal laws.

I. OVERVIEW
Applicant is a Michigan limited liability company formed to operate twenty four (24) commercial marihuana GROWER (Class C) facilities whose primary mission is to provide a source of high-quality marihuana to processors and provisioning centers across the state of Michigan.

II. ADMINISTRATION
   A. Location & Zoning
      i. Buffers
         a. The distances described are measured horizontally between the nearest property lines.
         b. The facility is not within 1,000 feet of any educational institution or school, college or university, church, house of worship or other religious facility, licensed child care, preschool, public library, or public or private park.
      ii. Applicant is leasing the property pursuant to the attached lease and the owner/lessor of the property authorizes the use of the property as a marihuana facility in the lease agreement, which is attached.

   B. Organizational Structure
      i. Pure Green, LLC ("Company") is organized as a Michigan limited liability company and is in good standing.
      ii. The members, owners, directors, officers, and managers of the Company are:
          Stephen Goldner, Member-Manager
          4761 Tara Ct.
          West Bloomfield, MI 48323
There are no other named officers or employees of the Company at this
time, and Applicant will supplement its application and notify the
municipality if and when this changes.

iii. The members, owners, directors, officers, and managers of Applicant meet all
eligibility requirements to own and operate a marihuana grower facility as set
forth in state law and local ordinance.

a. No member, owner, director, officer, manager or any person having an
ownership interest in the application has an interest in a secure
transport facility license or a safety compliance facility license.

b. The Applicant meets all eligibility requirements to own and operate a
marihuana grower facility as set forth in state law and local ordinance

iv. The Applicant has never applied for been granted any commercial license or
certificate issued by a licensing authority in Michigan or any other jurisdiction
that has been denied, restricted, suspended, revoked or not renewed.

C. Permits & Licenses

i. This Business and Operations Plan is submitted as an addendum to the
applications for Ten Orion Township permits to operate a business and the Orion
Township special use/site plan application.

ii. All operations in this Business and Operations Plan will comply with
regulations issued by the Department of Licensing and Regulatory Affairs
(LARA).

iii. Applicant intends to apply for, obtain, operate, and comply with a state license
to operate a grower facility under the MRTMA.

iv. The business will not open for operation until it receives a state license to
operate under the MRTMA and all applicable permits and licenses from Orion
Township.

v. Upon granting of a permit to operate a grower facility, Applicant will
prominently display the original Orion Township permit at the Permitted Premises
in a location where it can be easily viewed by the public, law enforcement, and
administrative authorities.

vi. At all times the facility will hold a valid local Permit and State Commercial
Marihuana Facility License for a Grower.

vii. In addition to complying with the Orion Township Ordinance Authorizing and
Permitting Commercial Marihuana Facilities, Applicant will comply with all
Township Ordinances, including without limitation, the Township Zoning
Ordinance, as well as the requirements of the County Road Commission, County
Building Inspector, County Drain Commissioner, District Health Department, Soil Erosion Officer, County Conservation Service, areas fire departments, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and any other applicable township, county, state and federal statutes.

viii. Applicant will have available, at all times, documentation that local and State sales tax requirements, including any requirement for a license, are satisfied.

ix. Applicant will provide updated operational and security plans to Orion Township upon request and prior to any proposed changes in its operations.

D. Inspections
   i. Applicant will provide access to the facility for inspection to any federal, state, or local law enforcement officer to ensure compliance with the permit.

   ii. Applicant consents to inspections as required in the MMFLA and pursuant to the Orion Township ordinance.

III. OPERATIONS

   Applicant proposes ten (10) state-licenses in a single marihuana grower facility for the cultivation, drying, trimming, curing, and packaging of marihuana for sale to a processor or provisioning center pursuant to the requirements and restrictions of the Marihuana Facilities Licensing Act, PA 281 of 2016, and all future derivations thereof. This facility will be located in a secure industrial facility.

   A. Compliance with State Regulations
   Applicant will meet all operating regulations established by LARA and the Marihuana Licensing Board for Growers, including without limitation, any standards, procedures, and requirements for:

   i. quality control
   ii. chain of custody
   iii. marihuana storage
   iv. waste disposal
   v. labeling and packaging
   vi. storage of chemicals

   B. Description of the Facility
   Applicant’s facility will be used exclusively for the cultivation, drying, trimming, curing, and packaging of legal usable marihuana for sale to processors or provisioning centers.

   C. Entry to Facility
   Generally, the public will not be allowed entry to the facility. Notwithstanding the forgoing, Applicant will not allow entry to the facility to anyone under the age of 18.
D. Employees
Applicant anticipates having between fifteen (15) and (65) full and part-time employees, as many as possible of whom will be local community residents. None of Applicant's employees will be registered primary caregivers during the employment with Applicant. Please reference the staffing plan for a detailed list of potential positions.

E. General Policies
i. Applicant will only sell or transfer marihuana to a processor or provisioning center.

ii. Applicant will only use secure transporters in the distribution or exchange of marihuana or currency with processors or provisioning centers.

iii. Applicant will not promote the unlawful use of marihuana or any other drug or provide or otherwise make marihuana available to any person who is not legally authorized to receive Marihuana under state law.

iv. No owner, the Applicant, or any employee of Applicant will grow marihuana in the Permitted Premises for his or her own use.

v. The following activities are prohibited on the Permitted Premises:
   a. the sale, consumption, or use of alcohol, or controlled substances;
   b. smoking or consumption of marihuana.

F. Cultivation Plan
i. Propagation
   a. Lighting
   b. Watering
   c. Nutrient Application
   d. Integrated Pesticide Management

ii. Harvesting and Trimming

iii. Drying and Curing

iv. Packaging

v. Distribution
   a. All marihuana products will be validated from a verified transport manifest, created from the statewide monitoring system. The manifest includes a detailed form with the number of packages and detailed content for confirmation/validation with secure transporters and purchasers of the shipment (processors or provisioning centers).
   b. Each transport shipment will be processed in the following manner:
      1. Entry of shipped inventory into the statewide monitoring system.
      2. Confirmation with Secure Transporter of valid and verified transport manifest, including product count, weight of each package or item
c. State certified scales will be used to verify and weigh all marihuana, in whatever form.

G. Inventory Management
   i. Applicant will not control or have on the Permitted Property an amount of marihuana plants or usable marihuana that exceeds any amount permitted by the state License or the Township permit.

   ii. Tracking and Monitoring
   Applicant will use a third-party inventory control and tracking system to interface with the statewide monitoring system. The third-party inventory control and tracking system will have the capabilities necessary to comply with the requirements applicable to a grower licensee:
      a. Track all marihuana plants and packages;
      b. Track lot and batch information throughout the entire chain of custody;
      c. Track transportation of product;
      d. Track marihuana waste;
      e. Track all marihuana product transfers;
      f. Track sales and returns;
      g. Track marihuana plant, batch, and product destruction;
      h. Perform batch recall tracking;
      i. Report and track loss, theft, or diversion of marihuana products;
      j. Receive testing results electronically from a safety compliance facility;
      k. Provide access to state agencies and law enforcement as required;
      l. Report all inventory discrepancies.

   iii. Applicant will enter all transactions, current inventory, and other information into the statewide monitoring system as required by the MMFLA, the Marihuana Tracking Act, and any associated regulations.

   iv. Inventory reconciliation - At the end of each day, physical inventory counts will be reconciled with the third-party inventory control and tracking system.

   v. Returns

H. Quality Control
   i. Sampling (by Licensed Safety Compliance Facility)

   ii. Batch Testing (by Licensed Safety Compliance Facility)

   iii. Transport to Safety Compliance Facility (by Secured Transporter)

I. Signage and Advertising
i. Applicant has no proposed signage at this time, but will amend this plan accordingly and provide the township with its sign permit application if and when it does wish to propose signage.

ii. Applicant will not display pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia on the outside of the Permitted Premises, nor will such pictures, photographs, drawings, or other depictions of Marihuana or Marihuana Paraphernalia be visible outside of the Permitted Premises on the Permitted Property.

iii. The words "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana will not appear on the outside of the Permitted Premises, nor will "Marihuana, "or "cannabis," and any other words, used or intended to convey the presence or availability of Marihuana be visible outside of the Permitted Premises on the Permitted Property.

J. Visibility of activities
   i. All activities of the facility, including without limitation, the cultivation, harvesting, trimming, drying, curing and packaging of Marihuana, and all other related activity permitted under Applicant’s License or Permit will occur indoors.

   ii. No marihuana or paraphernalia shall be displayed or kept in the facility so as to be visible from outside the Permitted Premises.

K. Security
   i. Plan

   Applicant will maintain, at all times, a centrally-monitored security and alarm system on the premises that meets or exceeds state regulatory requirement.

   Applicant will maintain policies and procedures to include:

   a. Regular drills of the security protocols and emergency plans;
   b. Controlled and restricted access to the Permitted Property and Permitted Premises to employees, agents, and owners of Applicant, and law enforcement or state or local authorities as necessary to ensure Applicant’s compliance with state and local laws.
   c. Internal and external cameras with 24-hour monitoring and off-site recording;
   d. Installed panic buttons
   e. Limitations on the amount of currency and marihuana stored onsite;
   f. Cooperation and coordination with local law enforcement;
   g. Permitted premises will only be able to be accessed through a combination of security locks and access codes; and
   h. The ability to remain operational during a power outage with battery back-up.

   ii. Security Surveillance Cameras
Security surveillance cameras will be installed to monitor all entrances, along with the interior and exterior of the premises, which will capture all areas of the property unless otherwise prohibited by law, including unobstructed video surveillance of all enclosed areas, unless prohibited by law, including all points of entry and exit that shall be appropriate for the normal lighting conditions of the area under surveillance.

iii. Security Recordings and Documentation
   a. All security recordings and documentation will be preserved for at least 30 days and made available upon request by any law enforcement.

iv. Robbery and Burglary Alarm System
Applicant will employ an alarm system that meets state requirements and obtains state approval. Specifically,

   a. Applicant will employ a centrally alarmed and monitored security system that will be monitored 24 hours a day, 7 days a week for the Permitted Premises pursuant to the attached service agreement.
   b. There will be a perimeter alarm on all entry points and perimeter windows of the Permitted Premises
   c. A failure notification system will provide an audible, text, or visual notification of any failure in the surveillance system. A panic button and alarm will directly notify the local law enforcement agency having primary jurisdiction.

v. Storage of Marijuana and Currency
   a. Applicant will store usable marijuana that is not otherwise in the process of being dried, trimmed, cured, packaged, or distributed including packaged and un-packaged usable marijuana, and currency in a secured locked safe that is permanently affixed to the premises.

L. Ventilation Plan/Air Filtration System
   i. Applicant’s facility operation and design will provide sufficient measures and means to minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises.

   ii. Applicant’s equipment and methods to control odor include a comprehensive air filtration system, consisting of
      a. Activated Carbon Filters.
      b. Heavy Duty Ventilation Fans.

   iv. Details and specifications of the equipment used for Applicant’s ventilation and air filtration plan are attached.
v. The total enclosed space in which harvested marihuana will be stored amounts to approximately 300 sq. feet. Applicant will use an advanced filtration system rated appropriately for the area.

vi. The air filtration system will be maintained in working order at all times and will be in use at all times. Filters will be changed a minimum of once every 365 days.

vii. In addition to the use of an air filtration system, Applicant will mitigate odors by keeping doors and windows closed at all times, except the minimum amount of time needed to allow ingress and egress to the building.

M. Toxic/Flammable/Hazardous Materials

i. Applicant’s use of toxic, flammable, or other harmful, hazardous, or combustible materials will be limited to plant nutrients and pesticides and cleaning products. The facility may use the following nutrients and pesticides:

   a. CocoTech Bloom A
   b. CocoTech Grow A
   c. CocoTech Premier Nutrient
   d. FloraBloom Nutrient System
   e. FloraGrow Nutrient System
   f. Golden Tree Plant Food.
   g. Nutra Green 5-10-5 plus Micronutrients Foliar Spray
   h. Diatomaceous Earth
   i. Neem Oil
   j. PyGanic Pro Pyrithrin 5% MGK Miticide

ii. The facility may use the following commercial cleaning products, along with the following household products: materials regulated by government agencies:

   a. Ultra Dawn Lemon Dish Soap
   b. Nature’s Source Toilet Bowl Cleaner
   c. Fantastik Antibacterial Heavy Duty All Purpose Cleaner
   d. Windex Original Glass Cleaner
   e. Novo Foaming Instant Hand Sanitizer
   f. QuickSan Food Contact and Surface Sanitizer

iii. The materials will be stored in secured and ventilated cabinets. All combustible or reactive materials will be stored separately.

iv. Materials will be handled, stored, and disposed according to specifications in each Material Safety Data Sheet.

v. Material Safety Data Sheets are attached. (Exhibit “4”).
N. Waste Product Disposal
Applicant will dispose of unusable or waste marihuana in accordance with the MMFLA and applicable local ordinance guidelines to prevent the waste marihuana from being possessed or ingested by any person and animal.

i. Applicant’s current, preliminary waste disposal plan consists of shredding and grinding damaged and unusable plants, roots, seeds, stalks and harvested marihuana and mixing it with one of several lawful over-the-counter products, such as sawdust or cat litter to render it unusable, unrecognizable, and unpalatable, and then discarding in secured bags as part of its solid waste disposal.

ii. The State of Michigan’s Marihuana Licensing Board may require or suggest as a part of its regulations, expected sometime in November, one or more alternative waste disposal options including, but not limited to, waste disposal through the secured transporter system, waste mitigation through THC extraction methods (rendering the marihuana waste product inert) or some other method. Applicant warrants that it will comply with all state and local requirements as to waste disposal, but further commits to its current preliminary plan to render all marihuana waste unrecognizable, unusable and inaccessible regardless of state or local requirements.

IV. COMMUNITY RESPONSIBILITY AND CONCLUSION
Although marihuana has been used as a medicine across the globe for hundreds of years, its commercial production and sale is new to us, this state, and your community. We appreciate the opportunity to show Orion Township that Marihuana can be safe and accessible to a community while providing jobs and local economic growth. We look forward to being productive and responsible community partners, and will work with the Township toward that goal.
G. Township Permits & Compliance
Charter Township of Orion
2525 Jostyn Rd Lake Orion, MI 48360 PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

Type of Construction: Mechanical
Occupancy Group: PM20-0156
Edition of Code: 2015 MMC

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR</td>
<td>MOLLICONE, JAMES P</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>O-09-35-477-001 Lot:</td>
<td>14445 BARBER</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td>WARREN MI 48093</td>
<td>WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work Description: Building B
Heat <250,000 (5), Heat >251 (26), Ducts (3), A/C (3), each additional ton (286), unit heater (25) and registration

Stipulations:
Estimated Cost: $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE FEE</td>
<td>Standard Item</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>HEAT &lt; 250,000 BTU</td>
<td>HEATING</td>
<td>3.00</td>
<td>300.00</td>
</tr>
<tr>
<td>HEAT &gt; 251,000 BTU</td>
<td>HEATING</td>
<td>26.00</td>
<td>2,340.00</td>
</tr>
<tr>
<td>DUCTS-AIR, HYDRONIC, COOLING, VE</td>
<td>DUCT WORK</td>
<td>3.00</td>
<td>120.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>3.00</td>
<td>180.00</td>
</tr>
<tr>
<td>A/C OR REFRIGERATION</td>
<td>COOLING</td>
<td>286.00</td>
<td>2,860.00</td>
</tr>
<tr>
<td>UNIT HEATER 200,000 BTU OR LESS</td>
<td>HEATING</td>
<td>25.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>CONTRACTOR MECHANICAL</td>
<td>REGISTRATION</td>
<td>1.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Fee Total: 6,875.00

Inspector:
BRIAN CLAYCOMB
(248) 830 9005
mechinspector@orion township.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT

113
Charter Township of Orion
2525 Joslyn Rd  Lake Orion, MI 48360  PH 248.391.0304 Ext 6000
BUILDING DEPARTMENT

SCHEDULE INSPECTIONS
AND VIEW RESULTS
ONLINE
http://AccessMyGov.com

PB20-047


<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR  O-09-35-477-001  Lot:</td>
<td>BRIVAR CONSTRUCTION COMPANY  7258 KENSINGTON ROAD  BRIGHTON MI 48116</td>
<td>PREMIER DRIVE LLC  919 N MARKET ST STE 950  WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

Zoning: IV

Work Description: Interior build out of existing "Building B" shell for operation as a grow and cultivation facility

Stipulations:
Estimated Cost: $6000000.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL</td>
<td>PLAN REVIEW</td>
<td>72,616.00</td>
<td>72,616.00</td>
</tr>
<tr>
<td>COM/L TENANT SPACE (COMPLETION// APPLICATION</td>
<td>1.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL $10,001 &gt;</td>
<td>PERMIT FEE</td>
<td>6,000,000.00</td>
<td>60,000.00</td>
</tr>
</tbody>
</table>

Fee Total: $0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT

114
# Electrical Permit PE20-109

**Type of Construction:** Wiring Grow Facility

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR Lot:</td>
<td>Joshua Holdsworth</td>
<td>PREMIER DRIVE LLC</td>
</tr>
<tr>
<td>0-09-35-477-001 Plat/Sub:</td>
<td>1185 N Perry</td>
<td>919 N MARKET ST STE 950</td>
</tr>
<tr>
<td></td>
<td>Pontiac MI 48340</td>
<td>WILMINGTON DE 19801-3906</td>
</tr>
<tr>
<td>Zoning: IV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Work Description:** Wiring grow facility

**Stipulations:**

**Estimated Cost:** $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLINE PERMIT FEE</td>
<td>ONLINE PERMIT FEE</td>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>MOTOR TRANSFORMER/HEAT 6-20 HP Units</td>
<td></td>
<td>10.00</td>
<td>250.00</td>
</tr>
<tr>
<td>BRANCH CIRCUITS - OUTLET, SWITCH, CIRCUITS</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>INSPECTION - ADDITIONAL</td>
<td>INSPECTION</td>
<td>2.00</td>
<td>120.00</td>
</tr>
<tr>
<td>BASE FEE</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>60.00</td>
</tr>
<tr>
<td>FEEDER</td>
<td>Units</td>
<td>1,100.00</td>
<td>216.00</td>
</tr>
<tr>
<td>LIGHTING FIXTURES / SMOKE DETECT / FIXTURES</td>
<td></td>
<td>2,000.00</td>
<td>815.00</td>
</tr>
<tr>
<td>ROOF TOP UNIT / MAKE-UP AIR - COMA STANDARD ITEM</td>
<td></td>
<td>10.00</td>
<td>600.00</td>
</tr>
<tr>
<td>FEEDER - UNDERGROUND (PER 100')</td>
<td>Units</td>
<td>1,000.00</td>
<td>300.00</td>
</tr>
<tr>
<td>SUB PANEL COMMERCIAL</td>
<td>SERVICE</td>
<td>10.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**Fee Total:** $0.00

**Inspector:**

BILL HYDER
(248) 866 3373
eleceinspector@oriontownship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for securing all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**

**POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET**

**NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT**
Charter Township of Orion
2325 Joslyn Rd Lake Orion, MI 48360 PH 248 391.0304 Ext 6000
BUILDING DEPARTMENT
FIRE SUPPRESSION
PFS20-021
SCHEDULE INSPECTION
Please call the
Fire Department
248-978-5143

Type of Construction: ___________________________ Occupancy Group: ___________________________ Edition of Code: ____________

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR 0-09-35-477-001 Lot: 1</td>
<td>EDWARD BARRY 1111 Oakley Park RD STE 201 Walled Lake MI 48390</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
<tr>
<td>Plat/Sub:</td>
<td></td>
<td>Zoning: IV</td>
</tr>
</tbody>
</table>

Work Description: Building B
Fire Suppression
Please contact Jeff Williams to schedule your inspection

Stipulations:
Estimated Cost: $0 00

Inspector:
Jeffrey Williams
jwilliams@oriontownship.org

I agree that this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not completed within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in accordance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET
NO BURNING BY ORDER OF THE ORION FIRE DEPARTMENT
**Charter Township of Orion**

Issued: 05/18/2020  
Expires: 11/14/2020

**BUILDING DEPARTMENT**

**Plumbing**  
PP20-083

**SCHEDULE INSPECTIONS AND VIEW RESULTS ONLINE**  
http://AccessMyGov.com

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>APPLICANT</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 PREMIER DR O-09-35-477-001 Lot: Plat/Sub:</td>
<td>EDWARD LEE 631 OAKLAND AVENUE PONTIAC MI 48342</td>
<td>PREMIER DRIVE LLC 919 N MARKET ST STE 950 WILMINGTON DE 19801-3036</td>
</tr>
</tbody>
</table>

**Zoning:** IV

**Type of Construction:**  
**Occupancy Group:**  
**Edition of Code:** 2015 MPC

**Work Description:** Underground plumbing for grow rooms and sanitary lines for new bathroom group, hot and cold city water.

**Specifications:**

**Estimated Cost:** $0.00

<table>
<thead>
<tr>
<th>Permit Item</th>
<th>Work Type</th>
<th>Fee Basis</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONLINE PERMIT FEE</td>
<td>ONLINE PERMIT FEE</td>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>BACKFLOW PREVENTER (ANY SIZE)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>50.00</td>
</tr>
<tr>
<td>HOSE BBIB</td>
<td>ITEMIZED</td>
<td>13.00</td>
<td>143.00</td>
</tr>
<tr>
<td>HUMIDIFIER</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>FLOOR DRAIN/ROOF DRAIN</td>
<td>ITEMIZED</td>
<td>30.00</td>
<td>600.00</td>
</tr>
<tr>
<td>SHOWER TRAP</td>
<td>ITEMIZED</td>
<td>6.00</td>
<td>66.00</td>
</tr>
<tr>
<td>STACK/STACK/AUTO-VENT</td>
<td>ITEMIZED</td>
<td>20.00</td>
<td>220.00</td>
</tr>
<tr>
<td>WATER CLOSET</td>
<td>ITEMIZED</td>
<td>7.00</td>
<td>77.00</td>
</tr>
<tr>
<td>URINAL</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>WATER DISTRIBUTION 3&quot;</td>
<td>DISTRIBUTION</td>
<td>1.00</td>
<td>75.00</td>
</tr>
<tr>
<td>PUMPS (EJECTOR, SUMPS, OR WELL)</td>
<td>ITEMIZED</td>
<td>2.00</td>
<td>22.00</td>
</tr>
<tr>
<td>SINK (ANY TYPE)</td>
<td>ITEMIZED</td>
<td>9.00</td>
<td>99.00</td>
</tr>
<tr>
<td>PRESSURE TEST</td>
<td>ITEMIZED</td>
<td>3.00</td>
<td>105.00</td>
</tr>
<tr>
<td>LAVATORY</td>
<td>ITEMIZED</td>
<td>8.00</td>
<td>88.00</td>
</tr>
<tr>
<td>WATER HEATER</td>
<td>ITEMIZED</td>
<td>1.00</td>
<td>11.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>1,000.00</td>
<td>200.00</td>
</tr>
<tr>
<td>ADDITIONAL 100 FT.</td>
<td>DISTRIBUTION</td>
<td>500.00</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Fee Total:** 0.00

**Inspector:**  
TOM KATICH  
(248) 343 2012  
plmbinspector@oriontowmship.org

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 110 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for ensuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

**PAYMENT OF PERMIT FEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS.**
H. Litter & Waste Removal Plan
Litter & Waste Removal Plan

All biological waste product will be rendered unrecognizable by grinding it in an industrial grinder and combining it with other non-consumable solid waste, including the media in which we cultivate plants, Rockwool. The inclusion of inert material renders the combined solid waste unusable. All waste will be stored in a locked dumpster that is emptied at minimum once per week.

The company intends to employ particulate filtration in areas where waste is stored and processed, which minimizes potential exposure and impact to the outside environment. The facility, which is designed around large water chillers, is designed to circulate air rather than ventilating it. This process helps to avoid excess exposure of odors to the surrounding community.
I. Noise, Dust, Vibrations, Glare & Fumes Plan
Noise, Dust, Vibrations, Glare, Fumes or Odors Plan

Excessive Noise, Dust, Vibrations, Glare and Marijuana odors emanating from our facilities are a valid concern for the community and our neighbors. This plan details the measures deployed to ensure that minimal noise, dust, vibration, glare, fume or offensive odor is emitted from the facility, the response if it occurs, and that the measures remain effective over time.

This plan is our commitment to the Orion Township that we will be in compliance with regulations of the city and the administrative rules and that we will not operate in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property.

We will not vent noxious dust, odors, gases or fumes to surrounding areas.

We will mitigate dust and noxious odors by engaging in the following activities:

1. Adequate design measures to seal the building;
2. Utilizing a heating, ventilation, and cooling (HVAC) System designed to move an appropriate amount of air (cfm) throughout the facility to disperse odors;
3. Using industry leading MERV-13 HEPA filters in addition to FILTR, Blue Zone & Puradigm units in each room throughout the facility.

I. DESIGN MEASURES TO SEAL THE BUILDING

We intend to renovate our building in a manner that focuses on effectively sealing all interior rooms and exterior access points. Each room is enclosed in 12" interlocking insulated panels which are designed to form an airtight seal. For additional protection, butyl caulk is applied at each joint to accommodate any flaws in the panels.

Caulk is also applied to seal any openings into the panels, including plug outlets, doorways, sprinklers, and anything else that could allow air flow. Our doors are fiberglass, weather stripped and employ a drop seal to press additional weather stripping against the floor when closed to maximize the seal all the way around.

II. MERV-13 HEPA FILTRATION SYSTEM

The purification of air throughout our facility is a top priority for both the health of the plants and the environment we subject our employees and the local community too. In an effort to target and reduce contamination, mold, bacteria, odor, dust, and fumes, we employ a variety of filtration systems in all rooms where marihuana plants are grown.

Each room will utilize clean room grade HEPA filtration units filtering down to 0.01µm and providing up to 5 complete air changes per hour. These units also utilize a carbon filter which focuses directly on the removal of smells and volatile organic compounds.

In addition to the HEPA filters, each room will have Puradigm units to help reduce airborne and surface contaminates, and Agrify Bluezone UV filtration units, known to destroy 99.9%+ of both bacteria and mold. Both of these systems aid in odor elimination and containment.
As filters age, they become clogged with impurities, and ultimately less effective. As such, we will develop a maintenance schedule to inspect the filtration units regularly and to replace them per the manufacturer’s recommendation or at an expedited pace based on their usage in these environments.

III. VIBRATION MITIGATION

Exterior mounted cooling equipment is mounted on isolation pads to dramatically reduce vibrations that would otherwise be created by such large equipment.

IV. EVALUATING THE EFFECTIVENESS OF NOISE, DUST, VIBRATIONS, ODOR & FUME CONTROL MEASURES

Key site leadership roles will be trained to assess the production and escape of odors, dust, fumes and glare from the facility. We also anticipate a strong and friendly relationship with the local communities and will welcome feedback about any exhaust from the building. Should these assessments or the community ever determine that our levels are beyond acceptable, we will re-evaluate this plan and engage professionals to further refine our practices and properly mitigate the problem.
J. Spent Water & Soil Safety Plan
Spent Water & Soil Safety Plan

Wastewater Treatment Plan:
Wastewater generated during the cultivation of marihuana of marihuana products shall be disposed of in compliance with all applicable state and local laws and regulations. Despite the amount of water used in the cultivation process, there is very little water waste. The majority of water is used by the plants or evaporated out of the collection dishes upon which the plants sit. Any water that is used to rinse the plants or clean the facility or for any other purpose shall be rendered clean through both reverse osmosis and UV light after standard filtration methods, and either reused by the facility or discharged through a monitoring man hole where it can be monitored to comply with all local ordinances.

The Cultivation Facility will include an Ecowater RO purification system. Ecowater Purification Systems are the leading water filtration manufacturer in the industry, helping cultivators diagnose and solve every water problem imaginable. Ecowater designs systems to treat any water source including city water, well water, nutrient runoff water, wastewater, and condensate runoff.

Soil Safety Plan
The cultivation facility will not use soil – instead, all media for the purposes of growing plants will be rockwool, a lightweight hydroponic substrate made from spinning molten basaltic rock into fine fibers which are then formed in a range of cubes. This product will be disposed of through the grinder and mixed with biological waste in a locked dumpster.
K. Security Plan
SECURITY PLAN

Pure Green is committed to being a leader in Michigan's cannabis industry and a trusted resource for the communities, consumers and clients we service. Essential to fulfilling this commitment is our ability to effectively protect our product from criminal repurposing throughout the facilities.

This Security, Surveillance and Diversion Prevention Plan details the physical and electronic security measures we employ to deter, detect, and inhibit the theft, diversion, and loss of Marijuana, and to prevent unauthorized conduct with respect to the storage and dispensing of Marijuana.

We have extensively researched and designed our Grow Facility to maximize security. The facility shall be built with enhanced security and stringent safety features to eliminate any potential for diversion. Our facility will be equipped with numerous motion sensors and exterior intrusion sensors that will be linked to local law enforcement. To prevent unauthorized entry and stop diversion, theft, or loss of marijuana, every square inch of the facility shall be continually monitored by high definition security cameras and commercial-grade equipment. Security systems will be positioned so they closely monitor activities at strategic risk points and watch for any strange behavior or movement. Marijuana shall not be visible to any person from the exterior of the Grow Facility.

We will create a culture of responsibility, accountability, and strict security surrounding all aspects of the facility. The stringent operating procedures outlined below demonstrate a commitment to employee and public safety above all other operating values. From receipt to sale, we are committed to preventing diversion by implementing a comprehensive security strategy. Employees will be extensively trained to understand that security is a primary obligation for everyone at our facility.

We will have comprehensive security policies and procedures for the Grow Facility, which address measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the facility. Employees will receive on-going training regarding our security protocol and the Site Manager shall ensure all employees follow policies and procedures regarding the security of the facility. The Site Manager shall implement and maintain employee training policies and procedures for security training. All employees shall aid in the security of the Grow Facility through prevention, awareness, reporting, and responsible incident management. All employees shall be required to immediately report security breaches and incidents of non-compliance to their supervisor, and in case of sudden emergency, immediately to law enforcement by either striking a panic button or calling law enforcement directly.

We will make our facility available and open to inspection, at all times, for law enforcement, representatives of the Department and law enforcement, when necessary to perform their duties.

PHYSICAL SECURITY

The facility shall be designed to maximize security and stop the potential for diversion. Access to the secure facility shall include safety and security mechanisms that prevent unauthorized entry. All doors will be burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and keycard access hardware. All doors are setup to fail secure, which means in the event of a power failure, the doors will remain locked and only be accessible via a master key.
The Grow Facility's main entrance vestibule shall include a mantrap to control passage from the public access area to the limited access area. We will strive to install Underwriter's Lab (UL) approved locks and lock cylinders, which are rated as burglary resistant. We will also install local alarms on all fire exits and other perimeter doors not authorized for employee or visitor use. Our alarm system will be monitored after business hours with live monitoring through a licensed security monitoring company. If there are ever any after-hours issues, the live monitoring system will be linked directly to law enforcement and the Site Director, among other key personnel.

We shall ensure that trees, bushes, and other foliage outside of the premises do not allow people to conceal themselves from sight. The surveillance system's cameras shall be capable of certain identification of persons (including facial features), license plates, vehicles, the immediate surrounding areas, and any activities occurring within any area of the premises, and the parking area, and within twenty feet (20') of all entry and exit points of the premises. Cameras will cover every square inch of the facility.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.

**LIGHTING**

Exterior lights at all points of entry and exit shall remain constantly illuminated to allow for recording. Lighting on the outside perimeter shall allow cameras the ability to record any suspicious activity. Timed-delay switches shall be used to turn off non-essential interior lights, which shall not remain lit after employees have left the facility. Motion detecting lights shall be installed in areas that are entered and exited infrequently. The exterior of the facility shall be lit by commercial LED light fixtures sufficient to facilitate twenty-four-hour surveillance. Exterior lights in the parking area will remain on from dusk until dawn.

**SECURITY EQUIPMENT**

Our security equipment shall be designed, installed, and maintained to deter and prevent unauthorized entrance and theft of marijuana products at the facility. Security equipment shall be installed by a commercial, licensed service provider. All equipment shall be compliant with Department rules and all state and local laws, regulations, ordinances, and other requirements.

**ENTRY AND EXIT ELECTRONIC EQUIPMENT AND PLACEMENT**

Our entry and exit electronic access equipment will consist of the following:

- Electric strike locks on all doors in the Grow Facility with the ability to override access control for emergency exit even during a power outage.
- RFID proximity card access control devices for all interior doors and all exterior entrances and exits into the Grow Facility.
- Access control system that allows for programming or uploading individual user permissions and allowed entry times, as well as operations-specific information including employee photos.
- A backup power supply system that immediately provides power for at least twenty-four (24) hours in the event of a power outage.
- Main system operating equipment will be kept in the security room, a limited access area.
• Access control system that monitors and records:
  o Identification of employees or visitors entering and exiting.
  o Date and time of entry and exit.
  o Length of time in specific area.
  o Any unauthorized attempts for access.

ALARM SYSTEM

We shall have a professionally monitored security alarm system installed at our facility. Monitoring of the alarm system shall be twenty-four (24) hours a day, seven (7) days a week. We shall notify the Department of any intent to change our security alarm service provider. Upon request, we will make available to the Department all information related to the alarm system, monitoring, and alarm activity. The alarm system shall consist of the following:

• Appropriate equipment necessary to monitor activity inside and outside the Grow Facility, including:
  o All entrances and exits.
  o Roof hatches.
  o Rooms with exterior windows.
  o Rooms with exterior walls.
  o Rooms containing marijuana.
  o Rooms containing safes or vaults.

• A backup power supply system that immediately provides power in the event of a power outage.

• Main system operating equipment is kept in the Main Office Surveillance/IT Room, a limited access area.

• All telephone junction boxes or rooms where alarm telephone circuits terminate are locked, tamper-protected, and all labels or tags identifying these alarm circuits have been removed.

ALARM SYSTEM COMMUNICATION

The alarm system shall include an electronic or mechanical system that, upon activation, is programmed to send a prerecorded voice message, via telephone, radio frequency, or other communication system, to appropriate law enforcement authorities or other emergency services. In addition, the alarm system shall be equipped with a failure notification system that notifies the alarm monitoring service provider of the system failure via audio, text, visual, or audiovisual message, within a maximum of five (5) minutes of such failure.

ALARM SYSTEM TESTING

We shall bi-annually conduct an onsite inspection and test of the entire alarm system to determine needed repairs and adjustments.

ALARM SYSTEM RECORDS

We shall keep and maintain alarm system records and will make available to the Department all
information related to the alarm system, monitoring, and alarm activity. These records shall include the following:

- The name of the alarm installation and monitoring service provider.
- Copies of service contracts.
- A map of the Grow Facility showing the location and operation of each alarm system component including alarm telephone circuits.
- A list of authorized users.
- Manufacturers’ instructions for operating and maintaining the equipment.
- Testing and maintenance logs.
- Reports of any incidents triggering an alarm.
- Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

SURVEILLANCE SYSTEM

We shall have a fully operational electronic surveillance system installed at our facility. We shall notify the Department of the intent to make any changes to the surveillance system. Upon request, we will make available to the Department all information related to the electronic surveillance system installed at our facility. The surveillance system shall consist of the following:

- Appropriate equipment necessary to video record activity inside and outside the Grow Facility, including:
  - All entrances and exits into and out of the Grow Facility.
  - Roof hatches or skylights.
  - Rooms with exterior windows.
  - Rooms with exterior walls.
  - Rooms containing safes or vaults.
  - All entrances and exits of security rooms and limited access areas.
- Appropriate equipment to record keycard entry and exit activity of all our employees and visitors.
- A backup power supply system that immediately provides power in the event of a power outage.
- A dedicated safe or vault to store all entry/exit records and video recordings in the Office Surveillance/IT Room, in a limited access area.
- Main system operating equipment is kept in the main office Surveillance/IT Room.

VIDEO SURVEILLANCE EQUIPMENT

Our video surveillance equipment will consist of the following:

- Network video recorders with a record rate of a minimum of thirty (30) frames per second.
- Cameras with a minimum resolution of 1920 x 1080 pixels.
• Cameras with infrared capabilities to capture images in low or no lighting conditions.
• Cameras with capabilities to identify activity occurring within twenty feet (20') from all points of entry and exits into and out of the exterior of the Grow Facility.
• Video monitors.
• Digital archiving device.
• Capabilities to produce a color still photograph from any camera image, live, or recorded.
• Capabilities to accurately display the time and date on recorded images or video.
• Color printer that can immediately produce a clear, color still photo, either live or recorded, with a resolution of 9600 dpi and the image quality is relative to the camera being used to capture the image.

CAMERA COVERAGE PLACEMENT

We will install at least One Hundred (100) security cameras. The security cameras will be permanently mounted and in a fixed location. Each camera at the Grow Facility shall be placed in a location that allows the camera to clearly record activity occurring within twenty feet (20') of all points of entry and exit on the Grow Facility. The cameras will cover every square inch of the facility. The cameras shall allow for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas of the Grow Facility. The security cameras shall monitor and record all areas of the Grow Facility including:

• All areas where marijuana or products are present, including activities related to:
  • Weighing, packaging, and labeling.
  • Storing, preparing for sale, loading/unloading, or moved within the Grow Facility.
  • Waste Disposal
• Limited-access areas and security rooms, including transfers between rooms and areas.
• Areas storing a surveillance system storage device with at least one (1) camera recording the access points to the secured surveillance recording area.
• All entrances and exits into and out of the exterior of the Grow Facility, recording both indoor and outdoor vantage points.
• Outdoor trash receptacles.
• Roof hatches or skylights.
• Rooms with exterior windows.
• Rooms containing safes or vaults.
• All areas where cash is counted, transferred, or stored.
• All areas where records are stored.

Cameras shall not be installed in bathrooms or any other area where a legitimate expectation of privacy exists. Camera placement shall ensure:

• Visibility of activities is not obstructed by lighting equipment covers, fixtures, or other equipment.
• A clear and certain identification of all individuals and activity at the Grow Facility.
• Identification of activity occurring within twenty feet (20') from all points of entry and exit into and out of the exterior of the Grow Facility.

SURVEILLANCE FAILURE NOTIFICATION

The surveillance system shall include a failure notification system that alerts the Site Director and other key site personnel of any interruption in surveillance and/or the complete failure of the monitoring system. The notification shall be within a maximum of five (5) minutes of such failure via audio, text, visual, or audiovisual message. Additionally, an alarm shall signal the Security Officer on duty whenever an unauthorized entry is attempted.

SURVEILLANCE TESTING

We shall ensure that the surveillance system is properly maintained for playback quality so that images can be seen and the identity of all individuals and activity in surveillance areas are captured. We will schedule and oversee all required maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified shall be corrected as soon as possible. All security equipment shall be in good working order and shall be inspected and tested at regular intervals.

INFORMATION TECHNOLOGY SECURITY

We shall ensure the security of our hardware, software, data, and communications networks, including the following information technology (IT) maintenance:

• Software registration.
• Security patches.
• Malicious software prevention.
• Account management.
• Security status and network access monitoring.
• Disposal and redeployment.
• Employee IT security training.
• Vulnerability assessments.

Access to protected information shall be restricted to essential employees only. Access may be granted to authorized representatives of the Department and other government officials if necessary to perform their official duties. Examples of protected information include:

• Security and cash management procedures.
• Asset and inventory lists.
• Network data.
• Floor plans of critical areas.
• Password and code records.
• Customer records.
• Employee records.

PRODUCT SAFETY AND SECURITY

We shall develop and implement procedures that ensure product safety and security and are compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures shall include measures that:

• Minimize the risk of diversion or theft of marijuana.
• Minimize the risk of contamination from incoming materials.
• Ensure proper storage conditions that maintain the quality and purity of our marijuana products.

MATERIAL RECEIVING

All deliveries shall be verified at the front entrance to the facility before allowed access to the loading areas. All materials received will be documented. No material may be received unless its shipping documentation matches the corresponding purchase order or separate approval is given by the Site Manager. Employees shall notify the Site Manager of any shipment discrepancy immediately and shipment may not be accepted without the Site Manager’s approval.

PRODUCT STORAGE SECURITY

Storage areas shall be designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment. All storage areas shall be maintained in a clean and orderly condition, free from infestation of pests, and in accordance with our security measures and Security Plan. The Grow Facility Manager shall ensure secure containers containing marijuana products remain dry, well ventilated, have temperature-control features to avoid extreme temperature fluctuations and appropriate odor-control features. These proper storage environments ensure product storage does not lead to product contamination or loss of quality.

The storage areas containing marijuana products shall be designed for security and ease of maintenance. We shall establish product storage and security policies and procedures compliant with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Under no circumstances may any product be transferred without following our policies and procedures and all the rules set forth by the
Department and all applicable state and local laws, regulations, ordinances, and other requirements. Storage policies and procedures shall include:

- All equipment and any areas used for the processing or storage of marijuana shall be securely locked unless in use.
- All areas used for the storage of marijuana shall be on a time lock and only accessible during regular business hours.
- Inventory shall be reviewed and documented at the beginning and close of each day.
- All areas where marijuana product is stored will be monitored by the surveillance system.

DIVERSION PREVENTION

Investigation of possible diversion and developing policies to prevent it will be conducted by a team of our senior officials, including our CEO, COO, and Director of Compliance. Collectively, they will be known as the Diversion Prevention Team or DPT. The team will have multiple responsibilities including:

- Investigating allegations of diversion
- Developing policies and procedures to prevent diversion
- Managing performance improvement measures
- Providing overall direction for the program.
- Reporting confirmed cases of diversion to law enforcement

The DPT will also integrate information from external sources and environmental factors to improve safety and security at facilities. External sources and environmental factors may include news reports, trade and patient associations, law enforcement bulletins, et cetera. Standard operating procedures shall be updated to incorporate new sources of information and prevent diversion.

WORKING WITH LAW ENFORCEMENT

We deeply value and respect the work of local law enforcement. Police officers are on the front lines protecting our safety. Therefore, our Company, through the DPT, will form a partnership with law enforcement. This partnership will be rooted in a shared responsibility for the safety of the community. Upon request, law enforcement will have access to employee records and Grow Facility operations. Company will also engage with first responders like EMS and fire to establish emergency response protocols. This will create a close working relationship and enhance our ability to provide a secure and positive experience for our employees and the community.

To provide first responders with immediate access into our facility during a time of emergency or inspection, we will install a Knox Rapid Access System to remove any barriers to entry when first responders respond to an emergency call.
EMPLOYEE TRAINING

We know that having a trained and educated workforce is paramount to having an effective diversion strategy. Therefore, a considerable amount of time, resources, and energy will be devoted to ongoing diversion prevention training. The training curriculum will be conducted by the DPT. At a minimum, the training curriculum shall include:

- Compliance regulations for grow facilities.
- State laws and agency rules regulating the use of marijuana.
- Strategies for preventing diversion.
- Criminal and civil consequences for diverting product.
- Security and safety standard operating procedures.
- Chain of command for reporting diversion.
- Incident management.
- Daily operating procedures.

Diversion prevention trainings are mandatory for every new employee. Additionally, each employee shall be required to participate in quarterly continuing education trainings on diversion. Training materials will be outcome driven. Employees will be given real world examples of diversion and taught the appropriate response. Teaching the material through the learning principles of problem solving, discussion, and feedback will empower and increase understanding and retention of the training. This process of integrating knowledge will develop a culture of shared values, perspectives, and become the way of daily conduct and purpose at the Grow Facility.

Employees will have access to diversion prevention training materials at all times. There will be no excuse and zero tolerance for not knowing the proper policies and procedures. Well-maintained employee training records displaying documented training dates and subject matter will preserve and increase compliance, continuity and understanding of all guidelines, security procedures, safety, and incident response. Employee training records will become a written testament of the detailed information and accountability of security education.

INVESTIGATION OF DIVERSION

Due to intense and robust security operations, we do not anticipate diversion at our facility. However, it is important to be prepared for any scenario. We have developed an enhanced investigation procedure for any allegations or reports of potential diversion. Any allegation or report will be fully and immediately investigated by the DPT with established processes and timeframes.

Security policies developed by our Company outline that the first step of investigation is to preserve all possible evidence. Evidence needs to be persevered for the investigation and may be used in future disciplinary matters. The second step of investigation shall be to review all camera footage and other relevant information technology. Each marijuana product is tracked from seed to sale. Therefore, if diversion occurred, it will likely appear in an audit of the tracking software. The third step of investigation will be to interview the employee who engaged or
allegedly engaged in diversion. This step can only be executed if enough evidence is gathered to narrow down the suspect. The goal of the interview is to get the subject to confess how they diverted product to prevent future incidents from occurring. The fourth step of investigation will be to report the confirmed incident of diversion and suspect to law enforcement and the Department. The Site Manager shall be the point of contact for all law enforcement inquires and will turn over all relevant evidence to law enforcement and the Department. The final step of investigation is to develop policies and procedures to prevent the incident from happening again. Once new policies have been developed by the DPT, an all staff training shall be given. The training will be a top down review of all security policies including any updated procedures.

INCIDENT RESPONSE

We shall establish incident response procedures addressing any incident that may occur, including natural disaster, unauthorized access, theft, or IT security breach. Procedures shall be in accordance with the rules set forth by the Department and all applicable state and local laws, regulations, ordinances, and other requirements. Procedures for general emergency and incident management, containment, and corrective measures shall be thoroughly detailed. The Director of Compliance shall ensure the appropriate response procedures are followed. All employees shall receive incident response training annually. The Site Manager shall determine the category and severity of the incident and determine the next best course of action. All discussions, decisions, and activities shall be documented.

We shall immediately notify appropriate law enforcement authorities and the Department immediately after the discovery of a reportable incident as defined by state and local laws, regulations, ordinances, and other requirements. Examples of an incident may include, but are not limited to:

- Theft or physical loss of marijuana or confidential records.
- Breach of our network servers.
- Robbery or unauthorized entry in the Grow Facility.
- Threats of violence to the Grow Facility, employees, or visitors.
- Bomb threats.
- Any criminal activity.
- Civil disturbances.
- Hazardous spills.
- Infectious disease epidemic.
- Serious accidents.
- Fires.
- Earthquakes.
- Floods.
- Windstorms or tornadoes.
INCIDENT REPORTING

Anyone with knowledge or a reasonable suspicion of an incident is instructed to make an immediate report to the Grow Facility Manager or the Site Manager. The person reporting the incident shall complete the Incident Log.

- Date and time of occurrence or suspected occurrence.
- Names and contact information of parties involved and any witnesses.
- Description of incident.
- Completed Suspect Description Forms, if applicable.
- Any evidence supportive of the event (unless law enforcement is required on scene or en route).

We shall notify appropriate law enforcement authorities and the Department immediately after discovering the following:

- Discrepancies identified during inventory; diversion, theft, or loss of marijuana; or any criminal action involving an employee.
- Theft, robbery, or burglary; sale to minors; diversion of marijuana or marijuana products; or any other crime related to marijuana.
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person.
- Unauthorized destruction of marijuana.
- Any loss or unauthorized alteration of records.
- An alarm activation or other event that requires a response by public safety personnel.
- Integrity of the inventory management system compromised.
- An IT security breach.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.
- Any other breach of security defined by the rules set forth by the Department.

UNAUTHORIZED ENTRY/ROBBERY CONTAINMENT AND CORRECTIVE PROCEDURES

In the event a threat is present to persons, cash, or product due to unauthorized entry, employees shall be trained to perform the following:
- Notify law enforcement utilizing a panic alarm, only if it can be safely done without being obvious to the robber.
- Do not resist the robber or use or encourage the use of weapons or force against the robber.
- Try to inform the robber of any potential surprises (e.g., an employee is due back from lunch or the building alarm is set to be tested).
- Try to keep employees and visitors, if applicable, calm during the robbery.
- Try to alert other employees of the situation using pre-determined signals or text messages, only if safe to do so.
- Follow the robber's commands in order to shorten the time of the incident. Do not argue with the robber, but do not volunteer to help.
- If the robber demands a certain amount of money or product, only give them that amount.
- Be observant in order to be a good witness. Try to remember:
  - The number of robbers.
  - The physical characteristics of the robber(s), such as weight, scars, tattoos, hair color, or speech patterns.
  - The clothing worn by the robber(s).
  - Any names used by the robber(s).
  - A description of any weapons shown, such as barrel length and color, color of the grip, or automatic or revolver.
- If the robber uses a note, try to place it out of sight to retain it as evidence.
- Do not follow a robber.
- Secure the Grow Facility and place a notice that the business is closed due to an emergency.
- Call the police and ambulance, as needed, immediately and request that witnesses stay or obtain their contact information.
- Provide aid to injured people.
- Do not discuss the robbery with any outside parties until police and management has given authority to do so.
- Do not estimate the amount of money or product that was taken until an inventory has been performed.

Corrective procedures that may be required to return conditions to a normalized and secure state:
- Change all security codes.
- Replace locks and issue keys only to authorized employees.
- Ensure any video of the incident is archived.
- Restore security devices and/or apparatus to working condition.
- Repair any physical damage to the Grow Facility.
- Provide employees and visitors, if applicable, counseling, as needed.
- Perform a security re-training as soon as possible.
- Modify Employee Access Control Log as deemed appropriate.

**INTERNAL THEFT/BURGLARY CONTAINMENT AND CORRECTIVE PROCEDURES**

In the event a threat is present to persons, cash, product due to internal theft or burglary, employees shall be trained to perform the following:

- Identify missing or compromised assets.
- Gather, remove, recover, and secure sensitive materials to prevent further loss or access.
- Power down, recycle or remove security equipment known to be compromised.
- Where possible, secure the premises for possible analysis by the Department and law enforcement.
- Gather and secure any evidence of illegal entry for review by the Department and law enforcement.
- Where possible, record identities of any party who might be a possible witness to events.
- Preserve video recordings and Visitor logs for review by the Department and law enforcement.

Corrective procedures that may be required to return conditions to a normalized and secure state:

- Retrieve or restore assets where possible.
- Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
- Replace locks and issue keys only to authorized employees. Update the Employee Access Control Log as necessary.
- Restore security devices and/or apparatus to working condition.
- Remove and retain unauthorized equipment from network and/or area.
- Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
- Perform a security re-training as soon as possible.
FIRE PROCEDURES

If a fire does not present an immediate danger to personal safety, one (1) employee shall try to extinguish the fire. If a fire presents an immediate danger to personal safety, a fire alarm shall be pulled and a call to 911 shall be immediately made and evacuation of the building shall occur all at once.

Evacuation of Grow Facility

Any director or manager may determine the need to evacuate. Reasons for evacuation may include:

- Fire.
- Bomb threat.
- A hostile or violent employee, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous spill.
- Robbery or hostage situation.

The Site Manager shall ensure that all employees and visitors, if applicable:

- DO NOT gather in lobbies.
- DO NOT open a door without first checking for heat.
- DO NOT touch any suspicious items or suspected bombs.
- DO NOT run or panic.
- DO NOT re-enter the building until authorized.
- DO assist disabled individuals or others who need assistance. Evacuate disabled individuals or others who need assistance ONLY under the direction of authorized emergency personnel or when there is an immediate threat to personal safety and security.

INCIDENT CONTAINMENT

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the Grow Facility, and other affected parties. Containment activities shall be designed to:

- Minimize harm to individuals.
- Counteract the immediate threat.
• Prevent propagation or expansion of the incident.
• Minimize actual and potential damage.
• Restrict knowledge of the incident to authorized employees.
• Preserve information relevant to the incident.

The Site Manager, in coordination with the appropriate department directors or managers, shall determine and implement the appropriate activities and processes to quickly:
• Secure the environment.
• Restore the environment to its normalized state.

The Site Manager shall be actively engaged throughout the incident to assess the progress of all containment and corrective measures and determine at what point the incident can be considered resolved.

INCIDENT CONTAINMENT AND CORRECTIVE PROCEDURES

The Site Manager shall determine and implement the appropriate procedures required to quickly contain and minimize the immediate impact of an incident, as well as to quickly restore circumstances to a normalized, secure state. Containment and corrective measures shall be designed with the primary objectives of:
• Minimizing harm.
• Counteracting the immediate threat.
• Preventing propagation or expansion of the incident.
• Minimizing the actual and potential damage.
• Restricting knowledge of the incident to authorized employees.
• Preserving information relevant to the incident.
• Securing the environment.
• Restoring the environment to its normalized state.

POST-INCIDENT REVIEW, REPORT, AND FOLLOW UP

The Site Manager shall hold a Post-Incident Review after each incident has been resolved. The Post-Incident Review shall be scheduled within two (2) to three (3) weeks of the incident’s resolution and shall involve:
• Appropriate personnel, which may include affected parties.
• Examination of the incident and all related activities and events.
• Discussion on proposed changes to policy, processes, and safeguards.
All incident activities, from receipt of the initial report through post-incident review, shall be documented. The Site Manager shall ensure all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. The following shall be included, at a minimum, in the Post-Incident Report:

- A description of incident events with specific timelines.
- Employee(s) involved.
- Non-Employees involved.
- Impact to affected parties.
- Discussions, decisions, and assignments made.
- Successful and unsuccessful activities.
- Notifications required or recommended.
- Steps taken for containment and resolution.
- Recommendations for prevention and remediation (short-term and long-term).
- Identification of policy and procedure gaps.
- Results of post-incident review.
- Any necessary follow-up actions.

The Post-Incident Report shall be distributed to the Site Manager, the Grow Facility Manager, and all other relevant parties for review. The Site Manager shall ensure the appropriate employees are assigned to any follow-up actions. The Site Manager shall document the completion of all follow-up actions in the Post-Incident Report and distribute an updated copy.

SECURITY SYSTEM RECORDS

We shall keep all necessary books and records in order to render a full account of all operations conducted at the Grow Facility under our license for the year to date and the five (5) years prior. We shall keep books and records of the Grow Facility from the previous six (6) months (or the complete copies of such records) in the Grow Facility at all times. All marijuana related records shall be retained in the inventory management system. All surveillances recordings shall be retained, at a minimum for at least sixty (60) days, unless in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the licensee shall retain the recordings until such time as the department notifies the licensee that the recordings may be destroyed. Our standard operating procedures shall detail the maintenance of records and measures for addressing and reporting any loss or unauthorized alteration of records. The Department, upon request, shall have full access to all Grow Facility records and surveillance recordings.

We shall keep and maintain security and surveillance system records and recordings in the Grow Facility and copies stored on a secure cloud storage. These records shall include, at a minimum, the following:

- The name of the surveillance equipment installation service provider and all equipment manufacturers.
- Copies of any service contracts.
• A map of the Grow Facility showing the location and operation of each surveillance system component, including the direction of camera coverage.

• A list of authorized users.

• Manufacturers' instructions for operating and maintaining the equipment.

• Testing and maintenance logs.

• Reports of any incidents of unauthorized entry.

• Employee Access Control Logs.

• Visitor Registration Logs.

• Authorized Visitor Access Control Logs.

• Incident Logs and Post-incident Reports.

• Reports of any interruption in monitoring and/or complete failure of the system, including the length of the interruption period.

• A log of the recordings, which includes:
  o The identities of the employee or employees responsible for monitoring the video surveillance system.
  o The identity of the employee who removed the recording from the video surveillance system.
  o The identity of the employee who destroyed any recording.

• Video surveillance recordings shall be:
  o In a digital format that ensures authentication of the recording as being legitimately captured without alterations.
  o Easily accessible and in a format that allows for viewing and copying.
  o Embedded with the date and time without significantly obscuring the picture.

We will maintain a log of all recordings, which will include a minimum:

• The identities of the employee or employees responsible for monitoring the video surveillance system.

• The identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed.

• The identity of the employee who destroyed any recording.

Video surveillance recordings shall be stored on an NVR that is server-based with storage as required to meet recording rate and retention. This system shall be password-protected and separate from any other equipment in the Grow Facility. The files and video surveillance recordings shall be available for inspection, upon request, by authorized representatives of the Department and other government officials when necessary to perform their official duties.

After the expiration of the retention period, and before selling or closing the facility, the surveillance video recordings shall be erased, destroyed, or otherwise disposed. We shall not destroy any surveillance video recordings if we have knowledge or should have knowledge of any ongoing criminal, civil, administrative, or other official investigations or proceedings for which the recording may contain relevant information. Additionally, we shall not destroy any surveillance
video recordings in instances of investigation or inspection by the Department, through its investigators, agents, auditors, or the state police, in which case the recordings shall be retained until such time as the Department notifies us that the recordings may be destroyed.
**Security and Surveillance Equipment Room Access List**

This is the current list of individuals having access to our Security and Surveillance Equipment Storage Room. Only those on this list are essential to maintain security and surveillance operations. All others will be denied access to the Security and Surveillance Equipment Room.

This list is available to the Department or authorized agents immediately upon request.

<table>
<thead>
<tr>
<th>Name of Employee/Contractor</th>
<th>Authorized Entry by (Name of Manager)</th>
<th>Date Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Security and Surveillance Equipment Room Access Log

**Instructions:** Use this log to record your access to the Security and Surveillance Equipment Room, entering the reason for your presence here and the date and time of access.

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Reason for Access</th>
<th>Manager Authorizing Access</th>
<th>Time In/Out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ADDITIONAL DOCUMENTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF ORGANIZATION

for

PURE GREEN, LLC

ID Number: 801934144

received by electronic transmission on March 08, 2018, is hereby endorsed.

Filed on March 09, 2018, by the Administrator.

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of March, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
RESTATED ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Restated articles.

The identification number assigned by the Bureau is:
801934144

The name of the limited liability company is:
PURE GREEN LLC

All former names of the limited liability company are:

The date of filing the original Articles of Organization was:
1/26/2016

Article I

The name of the limited liability company is:
PURE GREEN, LLC

Article II

The purpose or purposes for which the limited liability company is formed for:
To engage in any activity for which a limited liability company may be formed under the Act.

Article III

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

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):
1. Agent Name: STEPHEN GOLDNER
2. Street Address: 4761 TARA CT
   Apt/Suite/Other: City: WEST BLOOMFIELD
   State: MI Zip Code: 48323
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 4761 TARA CT
   Apt/Suite/Other: City: WEST BLOOMFIELD
   State: MI Zip Code: 48323

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

ARTICLE VI

NO MANAGER OF THE COMPANY IS LIABLE FOR THE ACTS, DEBTS OR OBLIGATIONS OF THE COMPANY. THE MONETARY LIABILITY OF ANY MANAGER OF THE COMPANY FOR BREACH OF ANY DUTY ESTABLISHED UNDER SECTION 404 OF THE ACT IS LIMITED TO THE FULLEST EXTEN...
IT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS EACH MANAGER FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MANAGER, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, OR EXPENSES INCURRED IN A PROCEEDING TO WHICH THE MANAGER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MANAGER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

Complete section (a) if the Restated Articles only restate and integrate the Articles of Organization, otherwise, complete section (b). Do not complete both. (Select One)

(c) These Restated Articles of Organization only restate and integrate the Articles of Organization.

(a) These Restated Articles amend the Articles of Organization and were approved on 3/7/2018 In accordance with Section 604 of the Act: (select one)

   © by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.

   © by unanimous vote of all the members entitled to vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 8th Day of March, 2018 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>Member</td>
</tr>
</tbody>
</table>

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

© Decline  © Accept
Date of this notice: 11-10-2017
Employer Identification Number: 82-3373450
Form: SS-4
Number of this notice: CP 575 G
For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3373450. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PURE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Operating Agreement

for

Pure Green LLC

Effective Date:
March 6, 2018

Prepared by:

Matthew W. Bower
Varnum LLP
160 West Fort St., 5th Floor
Detroit, Michigan 48226
THE MEMBERSHIP INTERESTS IN PURE GREEN LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. SECTION 6 OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF INTERESTS IN THE COMPANY.

OPERATING AGREEMENT
FOR
PURE GREEN LLC

This Operating Agreement of Pure Green LLC, a Michigan limited liability company (the "Company"), is entered into as of March 6, 2018 by and among the Company, and each of the members listed on the signature pages from time to time attached hereto (each a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Company was formed by Stephen Goldner, as a single-member limited liability company, under the laws of the State of Michigan by the filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs on January 26, 2016 (as amended, the "Articles of Organization") for the purposes set forth in Section 2.05 of this Agreement; and

WHEREAS, Stephen Goldner desires to issue a Membership Interest to Steve Sensoli and admit Steve Sensoli as a Member upon execution of this Agreement, which sets forth the terms and conditions governing the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Additional Capital Contribution" has the meaning set forth in Section 3.02.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:
(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(i)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"BBA" has the meaning set forth in Section 10.04.

"BBA Procedes" has the meaning set forth in Section 10.04.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(i)(x)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;
(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Members, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(e) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (e) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(f) If the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Budget" means the annual budget of the Company as may be approved by a Majority in Interest of the Members from time to time.

"Business" has the meaning set forth in Section 2.05(a).

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Detroit are authorized or required to close.

"Capital Account" has the meaning set forth in Section 3.03.
"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.


"Company" has the meaning set forth in the Preamble.

"Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

"Confidential Information" has the meaning set forth in Section 12.03(a).

"Covered Person" has the meaning set forth in Section 8.01(a).

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined jointly by the Members.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Liquidator" has the meaning set forth in Section 11.03(a).

"Losses" has the meaning set forth in Section 8.03(a).

"Manager" means, initially, Stephen Goldner, or such other Person as may be designated or become the Manager pursuant to the terms of this Agreement.

"Majority in Interest" means more than fifty percent (50%) of the Membership Interests of the Company.
"Michigan Act" or "Act" means the Michigan Limited Liability Company Act, Act 23 of 1993, MCL 450.4101 et seq, and any successor statute, as it may be amended from time to time.

"Member" means each Person initially signing this Agreement and who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Michigan Act. The Members shall constitute the "members" (as that term is defined in the Michigan Act) of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(f)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(f), substituting the term "Member" for the term "partner" as the context requires.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Michigan Act. The Membership Interest of each Member shall be expressed as a number of Units and a percentage interest of the total Membership Interests of all Members as set forth on Schedule A.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
(e) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officer" has the meaning set forth in Section 7.03.

"Partnership Representative" has the meaning set forth in Section 10.04.

"Permitted Transfer" means a Transfer of Membership Interests carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prohibited Activity" means activity in which the Member contributes the Member's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Business. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

"Regulatory Allocations" has the meaning set forth in Section 5.02(e).
"Related Party Agreement" means any agreement, arrangement or understanding between the Company and any Member or any Affiliate of a Member or any officer or employee of the Company, as such agreement may be amended, modified, supplemented or restated in accordance with the terms of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Restricted Period" has the meaning set forth in Section 7.06(a).

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Matters Member" has the meaning set forth in Section 10.04.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" mean a Unit (or any successor security) representing a fractional part of a Members' Membership Interest.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "herein" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule
requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 26, 2016, pursuant to the provisions of the Michigan Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Michigan. The Articles of Organization were amended to organize the Company as manager-managed on March 6, 2018, pursuant to the provisions of the Michigan Act, upon the filing of Amended and Restated Articles of Organization with the Secretary of State of the State of Michigan.

(b) This Agreement shall constitute the "Operating Agreement" (as that term is used in the Michigan Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Michigan Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Michigan Act in the absence of such provision, this Agreement shall, to the extent permitted by the Michigan Act, control.

Section 2.02 Name. The name of the Company is "Pure Green LLC" or such other name or names as may be designated by the consent of the Members; provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Manager shall give prompt notice to the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located stated in the Articles of Organization, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Michigan shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Michigan Act and Applicable Law.

Section 2.05 Purpose; Powers.
(a) The purposes of the Company are to engage in (i) research, development, manufacture, distribution, and commercialization of cannabis oils and edibles (the "Business") and (ii) any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Michigan Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Michigan and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Each Member has made an initial Capital Contribution and/or is deemed to own Membership Interests in the amounts set forth opposite such Member's name on Schedule A attached hereto. The Manager shall update Schedule A upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. Except as provided in Schedule A, no Member shall be required to make additional Capital Contributions ("Additional Capital Contributions") or make loans to the Company.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any Additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(c);
(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 3.06 No Withdrawals From Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Manager, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.
(a) New Members may be admitted from time to time (i) in connection with the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 7.02, and (ii) in connection with a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking of the form of which is approved by the Manager. Upon the amendment of Schedule A of the Agreement by the Manager and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Michigan Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

Section 4.04 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.05 Certification of Membership Interests.

(a) The Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Manager shall issue certificates representing Membership Interests in accordance with Section 4.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER,
SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(b). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.
(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of ARTICLE IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 Distributions of Cash Flow and Capital Proceeds.

(a) Any available cash of the Company, after allowance for all reasonable costs and expenses incurred by the Company and for such reasonable reserves as the Members may agree upon, or as contemplated in the Budget, shall be distributed to the Members, on at least a quarterly basis, in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate the Michigan Act or other Applicable Law.

Section 6.02 Distributions in Kind.

(a) The Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Manager may require that the Members execute and deliver such documents as the Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may
appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed by the Manager. Subject to the provisions of Section 7.02, the Manager shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company set forth in Section 2.05; provided, that the Manager shall manage the Company in accordance with the Budget. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a resolution expressly authorizing such action which resolution is duly adopted by the Manager.

Section 7.02 Actions Requiring Approval of Members. Without the written approval of a Majority in Interest of the Members, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Articles of Organization or this Agreement; provided that the Manager may, without the consent of the other Member, amend Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Make any material change to the nature of the Business conducted by the Company or enter into any business other than the Business;

(c) Issue additional Membership Interests or admit additional Members to the Company.

(d) Enter into, amend in any material respect, waive or terminate any Related Party Agreement other than the entry into a Related Party Agreement that is on an arm’s length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of all or substantially all of its assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(f) Dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.
Section 7.03 Officers. The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 7.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 7.05 Informational Rights. In addition to the information required to be provided pursuant to ARTICLE X, the Manager shall keep the other Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company, including, but not limited to, any modification of any loan or other financing to the Company. The Manager shall provide all material information relating to the Company or the management or operation of the Company as any Member may reasonable request from time to time.

Section 7.06 Other Activities; Business Opportunities.

(a) So long as any Member remains a Member of the Company and for the two (2) years, to run consecutively, beginning on the day a Member is no longer a Member of the Company, for any reason (the "Restricted Period"), the Member agrees and covenants not to engage in Prohibited Activity. Nothing herein shall prohibit Member from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Member is not a controlling person of, or a member of a group that controls, such corporation. In the event of a breach or threatened breach by the Member of any of the provisions of this Agreement, the Member hereby consents and agrees that the Company shall be entitled to, in addition to other available remedies, seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
(b) Except as provided in Section 7.06(a), nothing contained in this Agreement shall prevent any Member, including the Manager, or any of its Affiliates from engaging in any other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description.

Section 7.07 Compensation and Reimbursement of Manager. As approved by a Majority in interest of the Members, the Manager shall be compensated for its services as the Manager, and the Company shall reimburse the Manager for all ordinary, necessary and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company’s business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed amounts set forth in the Budget in the aggregate for any Fiscal Year without the approval of a Majority in Interest of the Members.

Section 7.08 Removal of Manager. A Majority in Interest of the Members may remove the Manager of the Company, by delivering written notice to the Manager and the Members. Upon the Manager's removal, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The removal of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of such Member.

Section 7.09 Resignation of Manager. The Manager may voluntarily resign as the Manager. Upon such resignation, a Majority in Interest of the Members shall appoint another Person to manage the operations of the Company. The resignation of the Manager shall not affect its rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) the Manager; (iii) each officer, director, stockholder, partner, member, Affiliate, employee, agent or representative of each Member, and each of their Affiliates; and (iv) each Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or is not made in knowing violation of the provisions of this Agreement.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information,
opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Michigan Act.

Section 8.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 8.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Michigan Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Michigan Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages,
judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the Business of the Company; or

(ii) such Covered Person being or acting in connection with the Business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud, gross negligence, willful misconduct or a material breach of this Agreement by such Covered Person or a knowing violation of the provisions of this Agreement. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence, willful misconduct or a knowing violation or material breach of this Agreement.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(e) Entitlement to Indemnity. The indemnification provided by this Section 8.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.03 and shall inure to the benefit of the executors, administrators, legatees and distributaries of such Covered Person,
(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 8.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.03 to the fullest extent permitted by any applicable portion of this Section 8.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 8.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 8.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 8.04 Survival. The provisions of this ARTICLE VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE IX
TRANSFER

Section 9.01 Restrictions on Transfer.

(a) Except as otherwise provided in this ARTICLE IX, no Member shall Transfer all or any portion of its Membership Interest in the Company without the written consent of a Majority in Interest of the no-transferring Members (which consent may be
granted or withheld in the sole discretion of such other Members). No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof:

(b) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Michigan Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such
Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to its Affiliate.

ARTICLE X
ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements. The Company shall furnish to each Member, as soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford each Member and its Representatives access during normal business hours to (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Manager), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Member; Partnership Representative.

(a) Appointment. The Members hereby appoint the Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")( the "Tax Matters Member") and the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA). The Tax Matters Member or Partnership Representative may resign at any time if there is another Manager to act as the Tax Matters Member or Partnership Representative.
(b) **Tax Examinations and Audits.** The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) **BBA Elections.** The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) **Income Tax Elections.** Except as otherwise provided herein, each of the Tax Matters Member and Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Tax Matters Member or Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

Section 10.05 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 7.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Manager shall provide the Members, for their review and comment, copies of all tax returns prior to the filing thereof. As soon as reasonably possible
after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XI
Dissolution and Liquidation

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Members to dissolve the Company;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Michigan Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03 and the Articles of Organization shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Michigan Act and the following provisions:

(a) Liquidator. The Manager shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

25
(e) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) *First,* to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *Second,* to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) *Third,* to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon consent of a Majority in Interest of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Cancellation of Articles.** Upon completion of the distribution of the assets of the Company as provided in Section 11.03(e) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Michigan and of all registrations and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Michigan and shall take such other actions as may be necessary to terminate the Company.

**Section 11.05 Survival of Rights, Duties and Obligations.** Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 8.03.
Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.
(b) Nothing contained in Section 12.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 12.03 as if a Member; provided, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member’s Transfer of its Membership Interests.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Schedule A (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 8.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.07 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 12.09 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by a Majority in Interest of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Manager without the consent of a Majority in Interest of the Members or execution by the Members.

Section 12.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 12.01 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 12.14 hereof.
Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the State of Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 12.04 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by any party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 8.02 to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means
of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]
Schedule A
Pure Green, LLC
Member Schedule

Effective Date: January 1, 2018

<table>
<thead>
<tr>
<th>Member Name &amp; Address</th>
<th>Units</th>
<th>Capital Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Goldner</td>
<td>1,000,000</td>
<td>$0</td>
<td>100.00%</td>
</tr>
<tr>
<td>4761 Tuna Ct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bloomfield, MI 48323</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first written above.

The Company:
Pure Green LLC

By: ____________________________
Name: Stephen Goldner
Title: Manager

The Members:

By: ____________________________
Stephen Goldner
STAFFING PLAN

Summary of Job Creation, Compensation and Budget

As discussed in detail below, we anticipate creating approximately 59 jobs at our Orion Township Cultivation Facility.

<table>
<thead>
<tr>
<th>Type of Marijuana Facility</th>
<th>Proposed Location</th>
<th>Total Jobs Per Facility</th>
<th>Expected Annual Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Facility</td>
<td>Orion Township</td>
<td>59</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

We pay our cultivation facility employees a minimum hourly wage of $15. We also provide a generous benefit package that includes the following:

- Health Insurance
- Paid Holidays
- Paid Time Off
- 401K Plan with 2% Match
- Performance Incentives

Out of our 3.75MM expected annual payroll, Pure Green expects to allocate $630,000 toward benefits for all full-time employees!

We intend to source our employees first from Orion Township, then into the surrounding regional area. Our job listings will always be listed in the Orion Township area first to accumulate as many qualified candidates as possible.

Attached is a table of the proposed positions at our Orion Cultivation Facility:

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultivation Director</td>
<td>1</td>
<td>$140,000</td>
</tr>
<tr>
<td>Cultivation Manager</td>
<td>1</td>
<td>$165,000</td>
</tr>
<tr>
<td>Assistant Cultivation Manager</td>
<td>1</td>
<td>$90,000</td>
</tr>
<tr>
<td>IPM Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Fertilization Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Propagation Lead</td>
<td>1</td>
<td>$60,000</td>
</tr>
<tr>
<td>Veg Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Cultivation Agents</td>
<td>27</td>
<td>$15/hr</td>
</tr>
<tr>
<td>QC Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Post Harvest Manager</td>
<td>1</td>
<td>$75,000</td>
</tr>
<tr>
<td>Packaging / Distribution Manager</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Post Harvest Lead</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Post Harvest / Packaging Agents</td>
<td>9</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>1</td>
<td>$175,000</td>
</tr>
<tr>
<td>Shipping / Receiving / Inventory Supervisor</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Position</td>
<td>Count</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>METRC Agents</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>METRC/Compliance Manager</td>
<td>1</td>
<td>$80,000</td>
</tr>
<tr>
<td>Janitor</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>1</td>
<td>$135,000</td>
</tr>
<tr>
<td>Facilities Maintenance Manager</td>
<td>1</td>
<td>$65,000</td>
</tr>
<tr>
<td>Facilities Maintenance Assistant</td>
<td>1</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Admin / Front Desk</td>
<td>1</td>
<td>$15/hr</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>$30/hr</td>
</tr>
</tbody>
</table>
10/01/2020

To Whom It May Concern:

I, Peter Elliott, with Diebold Insurance am actively in the process of placing property coverage for Pure Green LLC at 180 Premier Drive, Orion Charter Township, MI 48359. General Liability coverage has already been secured.

Please contact me with any questions.

Thanks,

Pete Elliott

Vice President
Cell (734) 664-0472
Ph (313) 964-3750
Fax (313) 964-3850
Pete@dieboldinsurance.com

1535 6th Street | Suite 1
Detroit MI 48226
www.Dieboldinsurance.com
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2020-29
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Pure Green
Request: Class “C” Grow
Date: November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:  PC-2020-30
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Class “C” Grow
Date:  November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1.  – The Facility must be located in the Township’s IP (Industrial Park) district:  The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 1,500 feet.  Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 2,000 feet.  Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 2,500 feet.  The closest school is over 2 miles from the parcel.  (Scripps and Stadium Rds.)
Article VI, 5 - The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG's website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]
Charter Township of Orion
Planning Division
2525 Joslyn Rd., Lake Orion MI 48360
P: (248) 391-0304 ext. 5000; Fax (248) 391-1454

CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:  PC-2020-31
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Class “C” Grow
Date:  November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of
Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1.  – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG): The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director
Planning Commission Case:  PC-2020-32
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Class “C” Grow
Date:  November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park) district:  The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG): The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – **If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application:** The application is for an improved parcel that has received site plan approval.

Article VI, 14 – **Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.:** The applicant is not requesting any waivers.

**Summary:** I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling  
Planning & Zoning Director
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:  PC-2020-33
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Class “C” Grow
Date:  November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park)
district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6 – The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 – Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations. The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems. The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2020-34
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Pure Green
Request: Class “C” Grow
Date: November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the findings are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG); The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 – Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations; The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems; The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application. The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director
CHARTER TOWNSHIP OF ORION  
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case: PC-2020-35
Parcel Number: 09-35-477-001 & 09-35-477-002
Property Address: 180 Premier Drive
Applicant: Pure Green
Request: Class “C” Grow
Date: November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the findings are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2. – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3. – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4. – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Dr. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6 - The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations. The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems; The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marijuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]
The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the findings are detailed below:

Article V, 1. – The Facility must be located in the Township’s IP (Industrial Park) district: The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 1,500 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,000 feet. Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township: Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge. The applicant stated within their application that the facility is more than the required 2,500 feet. The closest school is over 2 miles from the parcel. (Scripps and Stadium Rds.)
Article VI, 5 – The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations. The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems. The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]

1030
CHARTER TOWNSHIP OF ORION
ORDINANCE No. 154 APPLICATION REVIEW

Planning Commission Case:  PC-2020-37
Parcel Number:  09-35-477-001 & 09-35-477-002
Property Address:  180 Premier Drive
Applicant:  Pure Green
Request:  Class “C” Grow
Date:  November 1, 2020

The aforementioned application was reviewed for compliance with the location requirements of Article VI of Ordinance No. 154 and the finds are detailed below:

Article V, 1.  The Facility must be located in the Township’s IP (Industrial Park) district:  The parcels are zoned IP (Industrial Park) as required.

Article V, 2 – The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 1,500 feet.  Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest church and it was over 1,600 feet.

Article VI, 3 – The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 2,000 feet.  Using GIS, a measurement was taken from the edge of the property where the building is located (for simplicity vs. from edge of building which is further) to the edge of the closest residential property line (for simplicity) and it was 2,500 feet.

Article VI, 4 – The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township:  Article VI, 7 states that the distances specified in the Ordinance shall be measured from building edge to building edge.  The applicant stated within their application that the facility is more than the required 2,500 feet.  The closest school is over 2 miles from the parcel.  (Scripps and Stadium Rds.)
Article VI, 5 - The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG). The building has ingress and egress off of Premier Drive. SEMCOG’s website does not contain any traffic count reports for Premier Dr.

Article VI, 6- The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district. The building has both ingress or egress off of Premier Dr. Premier Dr. does not serve as an ingress and/or egress to any property located in a R-1, R-2, R-3, SF, SE, SR, RM or MHP zoning district.

Article VI, 7 - Distances specified in this Ordinance shall be measured from building edge to building edge. The measurements, unless noted differently, were measured from building edge to proposed building edge.

Article VI, 8 – If the Facility shall need a variance from what is set forth in Article VI Sections one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals (“ZBA”). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations: The applicant is not requesting any variances from the ZBA.

Article VI, 9 – It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working area and separate record keeping systems: The applicant is requesting a Class “C” growing facility only.

Article VI, 10 – The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board:

ITEMS TO BE ADDRESSED: These items are unknown at this time. It is recommended that any approval be conditioned upon this requirement.

Article VI, 11 – The Facility location shall conform to all standards of the zoning district in which it is located: This condition has been met. The building itself has received site plan approval.
Article VI, 12 – If the Facility location is currently vacant land, the applicant must submit a site plan and building plans with the Application: The application is for an improved parcel that has received site plan approval.

Article VI, 14 – Based upon an application for or amendment of a Conditional Rezoning, PUD, or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of 3 factors listed in Article VI 14 a,b, and c.: The applicant is not requesting any waivers.

Summary: I have reviewed the application as it relates to Ordinance No. 154 Article VI – Location Requirements. I am agreeable with the recommendation to approve this application with the conditions that:

1. The applicant meets all other applicable Township Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Maruana Licensing Board.

Tamara Girling
Planning & Zoning Director

[Signature]

1150
CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

2021 REGULAR MEETING DATES RESOLUTION

WHEREAS, the By-Laws of the Charter Township of Orion Planning Commission provide for the scheduling of regular meetings on the first and third Wednesday of each month; and,

WHEREAS, the State of Michigan has enacted Public Act No. 267 of 1976, Open Meetings Act, which requires the specific designation of the dates, times, and places of all regular meetings of the Planning Commission; and,

WHEREAS, it is the desire of the Charter Township of Orion Planning Commission to conduct all of its business in an open forum, in compliance with said Act; and,

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Orion Planning Commission will hold its regular meetings on the first and third Wednesday of each month of the calendar year beginning on January 6, 2021 and ending on December 15, 2021.

The following are the dates of the regularly scheduled meetings, which will begin at 7:00 p.m. and will be held at the Orion Center Board Room, 1335 Joslyn Road, Lake Orion, Michigan:

<table>
<thead>
<tr>
<th>January</th>
<th>6 &amp; 20</th>
<th>July</th>
<th>7 &amp; 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>3 &amp; 17</td>
<td>August</td>
<td>4 &amp; 18</td>
</tr>
<tr>
<td>March</td>
<td>3 &amp; 17</td>
<td>September</td>
<td>1 &amp; 15</td>
</tr>
<tr>
<td>April</td>
<td>7 &amp; 21</td>
<td>October</td>
<td>6 &amp; 20</td>
</tr>
<tr>
<td>May</td>
<td>5 &amp; 19</td>
<td>November</td>
<td>3 &amp; 17</td>
</tr>
<tr>
<td>June</td>
<td>2 &amp; 16</td>
<td>December</td>
<td>1 &amp; 15</td>
</tr>
</tbody>
</table>

AND, BE IT FURTHER RESOLVED, that a copy of this notice of regular meeting dates is to be published in The Lake Orion Review and to be posted at the Charter Township of Orion Hall.

PC approved XXXXXXX
TO: Planning Commission Chair
Orion Township
2525 Joslyn Rd.
Lake Orion, MI 48360-1951

DATE: October 29, 2020

RE: Notice of Intent to Develop a Community Master Plan

Dear Adjacent Community/Public Utility/Public Agency/School District

On behalf of Brandon Township Planning Commission and in accordance with MCL 125.3839(2) the Michigan Planning Enabling Act (PA 33 of 2008 as amended), Brandon Township is starting the process for a new Master Plan and requests your cooperation in its review.

Please be aware that in the near future you will be receiving a draft of the new Master Plan for comment. At the time, the new draft Master Plan is ready for review, we will provide a second notice and directions on where to send comments and the time limits for doing so.

Thank you for your consideration in this matter. If you have any questions or comments on the Brandon Township Master Plan process, please contact the Township at the address listed below:

Master Plan
Brandon Township Planning Commission
395 Mill St.
P.O. Box 929
Ortonville, MI 48462

OR

Douglas J. Lewan, AICP
Carlisle/Wortman Associates, Inc.
117 N. First St., Suite 70
Ann Arbor, MI 48104
dlewanswaplan.com