APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan review by the Planning Commission must be submitted to the City of Berkley Building Department in substantially complete form at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fees.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

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

Project Name: OPERATION GROW, LLC - J.BA. BUTTER PROVISIONING CENTER
Applicant: GRANT JEFFRIES
Mailing Address: 2321 WOLCOTT ST., SUITE B, FERNDALE, MI, 48220
Telephone: [REMOVED]
Email: GRANT@FIVE-EIGHTHS.COM
Property Owner(s), if different from Applicant: OPERATION GROW LLC
Mailing Address: 3249 WAKEFIELD RD., BERKLEY, MI, 48072
Telephone: [REMOVED]
Email: DANNY@OPERATIONGROW.BIZ
Applicant's Legal Interest in Property: ARCHITECT

LOCATION OF PROPERTY:

Street Address: 2222 W. ELEVEN MILE ROAD
Nearest Cross Streets: W. ELEVEN MILE & BERKLEY AVE.
Sidwell Number(s): 25-17-358-011

Updated 02.21.2021
PROPERTY DESCRIPTION:

Provide lot numbers and subdivision: **LOTS 284 TO 288 INCLUSIVE, ALSO 1/2 OF VALUED ALLEY ADJACENT OF HANNAH'S WEST ROYAL OAK SUBDIVISION**

Property Size (Square Feet): **11,990** (Acres): **0.275**

EXISTING ZONING DISTRICT (please check):

- □ R-1A
- □ R-1B
- □ R-1C
- □ R-1D
- □ RM
- □ RMH
- □ Local Business
- □ Office
- □ Community Centerpiece
- □ Woodward
- □ Eleven Mile
- □ Twelve Mile
- □ Coolidge
- □ Downtown
- □ Industrial
- □ Cemetery
- □ Parking

Present Use of Property:  
**OFFICE**

Proposed Use of Property:  
**MARIJUANA DISPENSARY**

Is the property located within the Downtown Development Authority?  
□ Yes  □ No

PROJECT DESCRIPTION:

**RENOVATION OF EXISTING 4,700 S.F. BUILDING TO BE RETAIL MARIJUANA DISPENSARY AND ONE ADDITIONAL TENANT SUITE (TENANT T.B.D.)**

Does the proposed project / use of property require Special Land Use approval?  
□ Yes  □ No

Does the proposed project require Variance(s) from the Zoning Board of Appeals?  
□ Yes  □ No

If yes, please describe Variances required:
PLEASE COMPLETE THE FOLLOWING CHART:

<table>
<thead>
<tr>
<th>Type of Development</th>
<th>Number of Units</th>
<th>Gross Floor Area</th>
<th>Number of Parking Spaces On Site</th>
<th>Number of Employees on Largest Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attached Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>2</td>
<td>4,237 sf.</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROFESSIONALS WHO PREPARED PLANS:

A. Name: GRANT JEFFRIES

Mailing Address: 2321 WOLCOTT ST, SUITE B, FERNDALE, MI, 48220
Telephone: [Redacted]
Email: GRANT@FIVE-EIGHTHIS.COM
Design Responsibility (engineer, surveyor, architect, etc.): ARCHITECT

B. Name: JOSEPH ANDERSON

Mailing Address: 1025 E MAPLE RD, SUITE 100, BIRMINGHAM, MI, 48009
Telephone: [Redacted]
Email: JANDERSON@GIFTEGLWEBSTER.COM
Design Responsibility: CIVIL ENGINEER

SUBMIT THE FOLLOWING:

1. Fifteen (15) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor.
2. A PDF file of the site plans, submitted to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).
4. Review comments or approval received from County, State or Federal agencies that have jurisdiction over the project, including, but not limited to:
   - Road Commission for Oakland County
   - MI Dept. of Transportation
   - Oakland County Health Division
   - MI Dept. of Environment, Great Lakes & Energy

Updated 07.01.2021
PLEASE NOTE: The applicant, or a designated representative, MUST BE PRESENT at all scheduled meetings, or the Site Plan may be tabled due to lack of representation.

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

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission meetings are recorded and televised.

PROPERTY OWNER’S APPROVAL: (Initial each line)

[Signature]

I hereby authorize the employees and representatives of the City of Berkley to enter upon and conduct an inspection and investigation of the above-referenced property.

APPLICANT’S ENDORSEMENT: (Initial each line)

[Signature]

All information contained therein is true and accurate to the best of my knowledge.

[Signature]

I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this site plan application.

[Signature]

I hereby acknowledge that if engineering or other reviews are required, additional fees must be submitted. Should the review fees be greater than the required minimum, sufficient additional charges will be imposed to satisfy the additional review fees. All fee obligations must be satisfied prior to permit approval.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.
GRANT JEFFRIES

Signature of Applicant

Date

Signature of Applicant

Applicant Name (Print)

Date

Signature of Property Owner Authorizing this Application

Date

DANIEL AMERI

Property Owner Name (Print)

OFFICE USE ONLY

Received ___________ Receipt # ___________ Meeting Date ___________ Case # ___________

Fees: Site Plan Review $600
       Façade Change: $200
       Revision: $300
       Extension $200
       Engineering: Multi-family $1,500 + $30/unit
       Commercial $1,000
       Escrow (New construction) $1,000

Updated 07.01.2021
WARRANTY DEED

The Grantor

whose address is

2222 W. 11 Mile, L.L.C., a Michigan limited liability company,
26036 Hendrie, Huntington Woods, Michigan 48070,

Conveys and warrants unto
Grantee

whose address is

Operation Grow, LLC, a Michigan limited liability company,
3249 Wakefield St., Berkley, Michigan 48072

all of Grantor's right, title and interest in those premises situated in City of Berkley, County of Oakland, Michigan, as more particularly described on the attached Exhibit A, together with all and singular tenements, hereditaments, improvements and appurtenances, if any, belonging or in anywise appertaining thereto, for the consideration of REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT FILED, the receipt and sufficiency of which are hereby acknowledged, subject to (i) zoning and/or restrictions and prohibitions imposed by governmental authorities; (ii) easements, covenants, conditions and all other matters of record; (iii) taxes and assessments which are a lien, but not yet due and payable; (iv) the rights of tenants as tenants only under unrecorded leases; and (v) the acts or omissions of persons other than Grantor from and after _________ __, 2020, the date of the land contract for which this deed is given in satisfaction hereof (collectively, the "Permitted Exceptions"). Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. This property may be located within the vicinity of farm land or a farm operation. Grantor grants the Grantee the right to make all permitted divisions under Section 108 of the Land Divisions Act, Act No. 288 of the Public Acts of 1967.

The Grantor covenants and agrees that as of the date hereof it has not done or suffered to be done anything whereby the property herein conveyed is, or may be, in any manner encumbered or charged, except for the Permitted Exceptions, and Grantor warrants and agrees to defend all or any part of the said property conveyed herein unto Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor, except claims arising from or in connection with any Permitted Exception.

Dated this 7th day of October, 2020

[Signatures on the Following Page]
GRANTOR:
2222 W 11 Mile, L.L.C., a Michigan limited liability company

By:
Name: Kevin Lewis
Its: Manager

STATE OF MICHIGAN )
)SS
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2020, by KEVIN LEWIS, the MANAGER of 2222 W. 11 Mile, L.L.C. a Michigan limited liability company, who executed the foregoing on behalf of such company.

KRISTIN LANGLEANDS
Notary Public, MACOMB County, MICH.
My Commission Expires: AUG 24, 22
Acting in the County of OAKLAND

When recorded return to: Send Subsequent Tax Bills To: Drafted by:

Grantee Grantee

Michael Emmer, Esq.
Jaffe, Raitt, Heuer, & Weiss
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034
Exhibit A

Legal Description

[See Attached]
Michigan Department of Treasury
2766 (Rev. 05-16)

**Property Transfer Affidavit**

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

1. **Street Address of Property**
   2222 W 11 MILE ROAD

2. **County**
   OAKLAND

3. **Date of Transfer (or land contract signed)**
   9/30/2020

4. **Location of Real Estate (Check appropriate field and enter name in the space below.)**
   - [X] City
   - [ ] Township
   - [ ] Village

   CITY OF BERKLEY, MICHIGAN

5. **Purchase Price of Real Estate**
   $1,340,000.00

6. **Seller's (Transferor) Name**
   2222 W. 11 MILE RD, L.L.C.

7. **Property identification Number (PIN). If you don't have a PIN, attach legal description.**
   PIN: 25-17-358-018

8. **Buyer's (Transferee) Name and Mailing Address**
   OPERATION GROW, LLC
   P.O. BOX 725202, BERKLEY, MI 48072

9. **Buyer's (Transferee) Telephone Number**

**Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.**

10. **Type of Transfer.**
    - [X] Land Contract
    - [ ] Lease
    - [ ] Deed
    - [ ] Other (specify) ___________________________

11. **Was property purchased from a financial institution?**
    - [ ] Yes
    - [X] No

12. **Is the transfer between related persons?**
    - [X] Yes
    - [ ] No

13. **Amount of Down Payment**

14. **If you financed the purchase, did you pay market rate of interest?**
    - [X] Yes
    - [ ] No

15. **Amount Financed (Borrowed)**

**EXEMPTIONS**

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

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

**CERTIFICATION**

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

**Printed Name**
DANIEL AMORI

**Signature**

**Date**
11/2/2020

**Name and title, if signer is other than the owner**
MANAGER

**Daytime Phone Number**

**E-mail Address**
DANNY@OPERATIONGROW.BIZ
Instructions:
This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

Section 211.27a(7)(d): Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of $200.00.

Section 211.27a(7)(u): Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of $200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

(a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.

(b) Interest and penalty from the date the tax would have been originally levied.

(c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:

(i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is $100,000,000.00 or less, $20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of $1,000.00.

(ii) If the sale price of the property transferred is more than $100,000,000.00, $20,000.00 after the 45 days have elapsed.

(d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of $5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of $200.00."
To the Insured:
Enclosed is your Owner’s Title Insurance policy protecting the title to the property you recently purchased. Keep it in a safe place.

If you build, obtain a mortgage or sell this property, new title insurance will be necessary. Because we have researched your property, we will be able to process your title order efficiently. Be sure to direct your lender, broker or builder to Liberty Title Agency so you will receive an appropriate discount on your new policy.

Congratulations on your Purchase!
Tom and Michele Richardson
ALTA OWNER’S POLICY (6-17-06) – MODIFIED  
(Michigan Specific)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER’S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from

   (a) A defect in the Title caused by

      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

      (ii) failure of any person or Entity to have authorized a transfer or conveyance;

      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;

      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;

     (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

     (vii) a defective judicial or administrative proceeding.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

ISSUED BY: MI1001 * LIB143173
Liberty Title Agency, Inc.

111 North Main Street
Ann Arbor, MI  48104

WESTCOR LAND TITLE INSURANCE COMPANY

By: ____________________________
President

Attest: __________________________
Secretary
(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
    if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records
    (i) to be timely, or
    (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys’ fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS
The following terms when used in this policy mean:
(a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
(c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) “Insured”: The Insured named in Schedule A.
   (i) The term “Insured” also includes
   (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
   (C) successors to an Insured by its conversion to another kind of Entity;
   (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
   (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
   (2) if the grantee wholly owns the named Insured,
   (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
   (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) “Insured Claimant”: An Insured claiming loss or damage.

(f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) “Land” The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) “Title”: The estate or interest described in Schedule A.

(k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.
3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company’s expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company’s obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant
that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company’s obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys’ fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by the Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured
Claimant shall have recovered its loss.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. INTENTIONALLY OMITTED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751. Phone: (407) 629-5842.

19. NOTICE REQUIREMENTS FOR MICHIGAN

Notwithstanding any other Condition to the contrary, notice given by or on behalf of the insured to any authorized agent of the insurer within this state, with particulars sufficient to identify the insured shall be deemed to be notice to the insurer. Also, failure to give any notice required to be given by such policy within the time specified shall not invalidate any claim made by the insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.
1. Name of Insured:
   Operation Grow, LLC, a Michigan limited liability company

2. The estate or interest in the land which is covered by this policy is:
   Land Contract Purchaser's Interest as disclosed by Memorandum of Land Contract dated October 7, 2020

3. Title to the estate or interest in the land is vested in:
   Operation Grow, LLC, a Michigan limited liability company

4. The land referred to in this Policy is located in the City of Berkley, County of Oakland, State of Michigan, and described as follows:
   SEE SCHEDULE C ATTACHED HERETO
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fee or expenses) which arise by reason of:

1. The Fee Simple Interest of 2222 W. 11 Mile LLC.

2. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

3. Rights of tenants under unrecorded leases, if any.

4. Easements over that portion of subject property included in the vacated alley.

5. Building and use Restrictions as recorded in Liber 1785, page 309; Liber 3219, page 628; Liber 663, page 574; Liber 739, page 11; Liber 3267, page 597, Oakland County Records, but omitting any covenant or Restriction based on race, color, religion, sex, handicap, familial status, or national origin.

6. Without limiting, modifying, abridging or negating any provision of the Exclusions From Coverage stated in this Policy or any other exception included in this Schedule B, and as a supplement and addition thereto, this Policy does not insure or provide title insurance coverage directly or indirectly for or against any and all consequences and effects, legal, equitable, practical or otherwise, civil or criminal, of any violation or alleged violation of any United States federal, state, county, municipal or local laws, statutes, ordinances or regulations or any actual or threatened action, court order or mandate for the enforcement thereof, relating to or governing the use, processing, manufacture, growth, possession, distribution, sale or any other activity on, about, or relating to or concerning the land, title thereto or any interest therein, of any Schedule I drug as defined by the United States Controlled Substances Act, including, without limitation, marijuana and/or cannabis, and any component, derivative or product thereof. This Policy insures title only; nothing contained in this Policy shall be construed to insure the subject premises for any particular use.

7. Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.

8. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
Westcor Land Title Insurance Company

SCHEDULE C

File Number: LIB143173  
Policy Number: OP-33-MI1001-10333104

Land is located in City of Berkley, County of Oakland, State of Michigan, and described as follows:

Lots 284, 285, 286, 287 and 288, Hannan's West Royal Oak Subdivision, as recorded in Liber 14, Page 3 of Plats, Oakland County Records.

Commonly known as: 2222 W 11 Mile Rd. Berkley, MI 48072-3048
Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered
We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected
In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information
Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing
Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security
WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information. The WLTIC Privacy Policy can also be found on WLTIC’s website at www.wltic.com.
operation grow, LLC - d.b.a. butter provisioning center

project address: 2222 w eleven mile road / berkley / mi / 48072

site plan review drawings (NOT FOR CONSTRUCTION) 01 / 21 / 2022

NOTE: Refer to sheet A/9.01 for a larger version of this rendering as well as additional views and photos of existing building.

These drawings are not intended to be construction documents and therefore are NOT FOR CONSTRUCTION.

Should a business license be awarded to this applicant, fully engineered Site Plan Approval Drawings to be produced and submitted to the City for review and approval.

Once the Site Plan Approval process is complete, a set of Construction Documents to be produced by an MEP consulting firm in order to obtain a building permit for construction.

architect:
five / eighths
2321 Wolcott Street
Ferndale / MI / 48220
contact / Grant Jeffries
t: 248 / 981 / 8744
e: grant@5-8ths.com

owner:
Operation Grow LLC
d.b.a. butter provisioning center
3249 Wakefield Rd
Berkley / MI / 48072
contact / Daniel Amori
t: 517 / 881 / 2216
e: danny@operationgrow.biz

civil engineer:
giffels webster
1025 E Maple / Suite 100
Birmingham / MI / 48009
contact / Joseph Anderson
t: 248 / 852 / 3100
e: janderson@giffelswebster.com

2015 michigan building code, mbc 2015
2015 michigan mechanical code, mcm 2015
2015 michigan plumbing code, mpc 2015
2014 national electrical code w/ state amendments, nec 2014
ASHRAE 90.1 (2013) Standard
accessibility: michigan barrier free design law, p.a. 1966 as amended and the i/c a 117-1-2000 standard as referenced from chapter 11 of the 2015 michigan building code.

project notes 11

sheet index 8

cell phone number: 248 / 981 / 8744
Renovation of an existing building with a non-conforming use to be a new multi-tenant building. One suite will be used for a marijuana processing center named "butter", the other suite will be rented out for Industrial Zone approved warehouse use, by a separate, non-marijuana related business tenant.

The renovation includes all new mechanical, plumbing, and electrical system upgrades to more efficient systems, an all new layout and finishes on the interior, a new overhead door for the warehouse suite, new openings for aluminum & glass curtain walls to increase natural light within the building, and installation of a green roof.

Site improvements include a new parking lot paved with pervious pavers, a new enclosure for trash and recycling containers, new landscaping sidewalks, new native landscaping, fan bollarding bollards, and new streetscape elements such as bike racks, benches, bollards, and planter boxes.

Project address:
2222 W 11 Mile Rd
Berkley, MI 48072

Property information:
PINS: 26-17-220-016
Zoning: R-8
Type of construction: Industrial
Lot size: 0.275 acres
Year built: 1964
# of buildings: 1
# of stories: 1
Building area: 4,317 SF existing; 4,237 SF proposed
Height: 25'-0" in height
Parking spots: 50 on site + 10 w/ shared parking agreements
Sprinklered: No
Refer to sheet C/1.20 for off-street parking requirements. The lot is 110’ wide by 109’ deep, which is 11,990 square feet (0.275 acres). In addition to the off-street parking spaces provided on the proposed stormwater management strategies that will be employed for the new development.

The existing parking lot is impervious asphalt paving, and covers approximately 0.275 acres. These downspouts dump the water directly onto the building's parking lot and the adjacent parking lot to the west of the proposed development until 6:00pm every day. Therefore, of the 11,990 SF lot, 10,192 SF (85%) is covered with impervious surfaces that direct water into the city's stormwater infrastructure.

The existing building is 4,817 SF, and the existing roof directs downspouts to the easternmost spaces (directly to the west of the proposed development) until 6:00pm every day. The other shared parking agreement is for the lot located at 2517 Masonic Temple. The applicant has access to 10 spaces in the lot from 6:00pm to close.

Refer to the application documents for details of these agreements.
<table>
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<tr>
<th>STRUCTURE</th>
<th>SIZE OF PIPE</th>
<th>RIM DROP</th>
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<tr>
<td>SANITARY MANHOLE</td>
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<td>672.40</td>
<td>UNABLE TO OPEN LID, MANHOLE IS UNDER A FENCE LINE</td>
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</table>
Per Section 138-209 - Off-Street Parking Requirements of the Berkley Zoning Ordinance:

9 standard spaces, 3 compact spaces, 1 barrier free space.

Therefore, 11 spaces are provided.

Per Section 138-219 - Schedule of Regulations of the Berkley Zoning Ordinance:

Maximum building height: 40'

None required for interior lots

53' - 0" usable floor area

13' - 5" for interior lots

Schedule of Regulations of the Berkley Zoning Ordinance:

Per Section 138-219 - Off-Street Parking Requirements of the Berkley Zoning Ordinance:

9 standard spaces, 3 compact spaces, 1 barrier free space. Refer to exterior elevations on sheet C/1.30 and site plan / proposed site plan review drawings (NOT FOR CONSTRUCTION).

Per Section 138-221 of the Berkley Zoning Ordinance, 1 barrier free parking space is required for parking lots with up to 25 spaces. Therefore, 1 barrier free space is required.

Per Section 138-220(b) - Parking Dimensions of the Berkley Zoning Ordinance, no more than 30 percent of the required parking spaces may be 8' x 16' for compact car parking spaces. Existing developments may elect to reduce the required off-street parking by 10 percent of the required parking spaces by providing four bicycle parking spaces.

Parking for 4 bikes is provided, therefore the required number of parking spaces is reduced to 11, but 13 spaces are provided.

Proposed parking spaces on site:

6 standard spaces, 3 compact spaces, 1 barrier free use accessible parking space for a total of 13 spaces [COMPLIES].

Shared parking agreement for Suite B

Tenant entry for Suite B

26' - 7" parallel parking space

New bench in public right of way (typ. of 2)

New waste/recycle bin in public right of way (typ. of 4)

New bike racks in public right of way (typ. of 4)

New planter in public right of way (typ. of 4)

New bollards in public right of way (typ. of 4)

New light pole in public right of way (typ. of 4)

New sign (permitted by permit)

New covered walkway (permeable pavers) (typ. of 2)

New 6" concrete curb to separate parking lot from adjacent lot to east

New bench in public right of way (permeable concrete to cover entire parking lot, typ. of 7)

New parking block (typ. of 7)

New gabion wall (12" x 30") (typ. of 2)

New mural to be painted on west wall

New waste/recycle bin in public right of way (typ. of 2)

New bike racks in public right of way (typ. of 2)

New light pole in public right of way (typ. of 2)

New covered walkway (permeable pavers) (typ. of 2)

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New light pole in public right of way (typ. of 2)

New covered walkway (permeable pavers) (typ. of 2)
SITE CIVIL NOTES OF INTENT

- CATCH Basin and manholes and the portions of the detention control measures shall be installed and inspected by the City of Berkley as required.
- Stormwater management, including dry well, trenches, and adjoining concrete pavement, shall be designed and installed as required by the City of Berkley.
- The proposed stormwater system must comply with all City of Berkley regulations and standards.

PROPERTY DESCRIPTION

- City of Berkley, Oakland County, Michigan
- 2222 W. 11 Mile Road, Berkley, MI 48072
- 3249 Wakefield Rd., Berkley, MI 48072
- 517-881-2216
- danny@operationgrow.biz
- Operation Grow LLC, d.b.a. Butter Provisioning Center
- 28 West Adams Road, Suite 1200, Detroit, MI 48226
- (313) 962-4442
- (313) 962-5068
- www.giffelswebster.com

MANHOLE

RESTRICTED OUTLET PIPE WITH 1.5" DIAMETER OPENING.
Narrative of general landscape strategy:

Landscape elements are prominent throughout the property, comprised entirely of species native to Southeast Michigan. The all-native landscape was selected to promote local ecology and provide a nearly maintenance-free environment, while promoting sustainability. The prairie dropseed grass that makes up the bulk of the plantings has a deep, broad root system that is very drought tolerant. The plant selections are minimal, yet diverse, creating an ideal habitat for insects and small wildlife to thrive. Once the gardens reach maturity (approximately 2 years), the need to mulch the beds will be eliminated. Furthermore, the need to use pesticides, herbicides, fungicides, and fertilizers can be removed from the maintenance package, which will result in cleaner stormwater runoff. Due to the lack of maintenance, air pollution will also be reduced. The species to the north of the building were selected to be shade tolerant.

<table>
<thead>
<tr>
<th>Image</th>
<th>Symbol</th>
<th>Species / Cultivar / Type</th>
<th>Size / Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>multi-stem eastern redbud</td>
<td>native deciduous tree</td>
<td>6'-8'</td>
<td>location per plan</td>
</tr>
<tr>
<td>prairie dropseed</td>
<td>Sporobolus heterolepis</td>
<td>native prairie grass</td>
<td>2 gallon</td>
</tr>
<tr>
<td>pennycrossa weigela</td>
<td>Cross penstemon</td>
<td>native flowering plant</td>
<td>1 quart</td>
</tr>
<tr>
<td>yunnanii creeping red fescue</td>
<td>Festuca rubra</td>
<td>native bunchgrass</td>
<td>seeded</td>
</tr>
<tr>
<td>northern blue fern</td>
<td>Gymnocarpium dryopteris</td>
<td>native deciduous fern</td>
<td>1 gallon</td>
</tr>
<tr>
<td>marsh blazing star</td>
<td>Liatris spicata</td>
<td>native flowering plant</td>
<td>1 gallon</td>
</tr>
<tr>
<td>astilbe argenticata false spirea</td>
<td>Athriscus filicium</td>
<td>native flowering plant</td>
<td>1 gallon</td>
</tr>
<tr>
<td>yellow coneflower</td>
<td>Ratibida pinnata</td>
<td>native flowering plant</td>
<td>1 gallon</td>
</tr>
<tr>
<td>mock's aster</td>
<td>Symphyotrichum shortii</td>
<td>native flowering plant</td>
<td>1 gallon</td>
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<tr>
<td>wood geranium</td>
<td>Geum vulgatum</td>
<td>native perennial plant</td>
<td>1 gallon</td>
</tr>
<tr>
<td>shooting star</td>
<td>Dodecatheon meadia</td>
<td>native flowering plant</td>
<td>1 gallon</td>
</tr>
<tr>
<td>prairie phlox</td>
<td>Phlox pilosa</td>
<td>native herbaceous plant</td>
<td>1 quart</td>
</tr>
<tr>
<td>locally sourced landscape boulder</td>
<td></td>
<td></td>
<td>2'-4'</td>
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</tbody>
</table>
1. Outdoor HVAC units will be placed at least 10' from edge of roof so that guard rails won't be required. Units will be screened as required so they are not visible from ground.

- 5-ton heat recovery condensing unit for retail room
- New wide flange steel beam to support steel trusses from above
- New 12' x 4' pyramid-shaped skylight to get natural light into retail space
- Aluminum cap on parapet wall
- Exhaust fan with inline charcoal filter (typical at each bathroom, storage room, and retail room)
- 3-ton heat recovery condensing unit for Suite B
- 5-ton heat recovery condensing unit for public areas
- 3-ton heat recovery condensing unit for office, break room, storage room, etc.
- Three 500-gal rain barrels to harvest and store any rainwater not absorbed by the green roof
- Stormwater from this portion of roof to be diverted into stormwater planters directly below
- New 4' x 4' flat skylights to get natural light into break room and office
- This portion of roof overhangs sidewalk below
- New LED gooseneck light fixture to light mural wall (typ. of 11)
- Metal decking, plywood, waterproofing membrane, root barrier, insulation, drainage panel, filter fabric, growing media
- Vegetation: sedum ternatum, succulent planted 8" apart

1. Outdoor HVAC units will be placed at least 10' from edge of roof so that guard rails won't be required. Units will be screened as required so they are not visible from ground.
NOTE: Refer to key note legends on sheet A/9.02 for designations of streetscape addition tags (A., B., C., etc.) and physical improvements tags (1., 2., 3., etc.).
NOTE: Refer to key note legends on this sheet for designations of streetscape addition tags (A., B., C., etc.) and physical improvements tags (1., 2., 3., etc).

NOTE: Mural depicted for conceptual purposes only. Final mural design to be determined and approved by appropriate channels.
General Note
1. SEE SCHEDULE FOR LUMINARE MOUNTING HEIGHT. SEE SCHEDULE FOR ADDITIONAL NOTES.

2. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND SUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LIGHTING LAYOUT TO EXISTING/FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT IS REPRESENTATIVE OF ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA BASED ON CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINARE MAY VARY DUE TO VARIATION IN ELECTRICAL, ENVIRONMENTAL, AND OTHER VARIABLES. MOUNTING HEIGHTS INDICATED ARE FROM GRACE AND/OR FLOOR LEVEL.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE. STATISTICS

Statistics

<table>
<thead>
<tr>
<th>Description</th>
<th>Symbol</th>
<th>Avg</th>
<th>Max</th>
<th>Min</th>
<th>Max/Min</th>
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<tr>
<td>ALLEYWAY N</td>
<td>+</td>
<td>2.2fc</td>
<td>7.1fc</td>
<td>0.6fc</td>
<td>11.6:1</td>
<td>3.7:1</td>
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<tr>
<td>PARKING AND DRIVES</td>
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<td>2.7fc</td>
<td>5.9fc</td>
<td>0.8fc</td>
<td>7.0:1</td>
<td>3.4:1</td>
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<tr>
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<td></td>
<td>0.4fc</td>
<td>2.9fc</td>
<td>0.0fc</td>
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<tr>
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<td>11.7fc</td>
<td>0.0fc</td>
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<td>WEST FACADE</td>
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<td>7.9fc</td>
<td>55.9fc</td>
<td>0.2fc</td>
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