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June 21, 2021

Via Email and FedEx

City of Buchanan
Attn: Planning and Zoning
302 N. Red Bud Trail
Buchanan, Michigan 49107

Re: ***Zen Leaf - Special Use Permit and Site Plan Request - Medical Marijuana Provisioning Center and Adult Use Retail Center - 257 E. Front Street, Buchanan, MI 49107***

Dear Plan Commissioners,

We represent Buchanan Development, LLC d/b/a Zen Leaf (“Applicant” or “Zen Leaf”) with respect to the above referenced matter. Zen Leaf is seeking a special use permit and site plan approval for a medical marijuana provisioning center and adult use retail center (“Center”) at 257 E. Front Street, Buchanan, MI 49107 (“Property”). The Center will be an expansion of Zen Leaf’s existing medical marijuana provisioning center and adult use retail center next door at 259 E. Front Street, Buchanan, MI 49107. The Property will be owned by the Applicant¹ and is located in the C-3 – Central Business District. The land immediately surrounding this Property is also zoned C-3 – Central Business District and consists of Phillips 66 Gas Station, Redbud Hardware, D MottL Realty Group LLC, Gary Z’s Sub Shop, and Pinnacle Emporium Provisioning Center. Zen Leaf submits the enclosed application and supporting documents for consideration by the City of Buchanan Plan Commission (“Plan Commission”).

Enclosed with this correspondence are the following:

1. Completed Signed Application for Land Development (“Application”);
2. Survey printed and folded to 11” x 17”;

¹ Zen Leaf is purchasing the Property pursuant to that certain Purchase Agreement Dated June 3, 2021 a copy of which is enclosed.

3. Preliminary site plan/floorplan printed and folded to 11” x 17”;
4. Exterior Renderings;
5. Purchase Agreement dated June 3, 2021; **and**
6. Application fee (\$250.00).

In addition to the foregoing attachments, set forth below is a description of the criteria of Section 20.03 of the City of Buchanan Zoning Ordinance (“Ordinance”) and a response as to how the Applicant has met each of the respective requirements under the Ordinance. We respectfully ask that the Application be considered by the Plan Commission at the next available meeting date.

I. INTRODUCTION

As reflected in the attached materials, the Center will be an extension of the existing medical marijuana provisioning center and adult use retail center that is currently operating in the buildings at the suite next door. The Center will not change the existing footprint of the building on the Property or the ground coverage and the nature of the site if the Application is approved. However, the interior of the Property will be modified to facilitate the medical marijuana provisioning and adult use operations in accordance with the City’s Ordinance and State law.

The proposed Center will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, the Applicant will comply with all City and State laws governing operation of the Center.

II. ORDINANCE ANALYSIS

Following is an analysis of each of the applicable criteria under the Ordinance with respect to the Application:

Section 20.03 - Basis of Determination Prior to approval of a special use application, the Plan Commission shall insure that standards specified in this Article, as well as applicable standards established elsewhere in this ordinance, shall be satisfied by the completion and operation of the special use under consideration.

1. **General Standards.** The Plan Commission shall review the particular circumstances of the special use application under consideration in terms of the special use standards, and shall approve a special use only upon a finding in consideration of each of the

following standards, as well as applicable standards established elsewhere in this ordinance

- A. The special use shall be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area.

RESPONSE: The Property is currently located in the C-3 – Central Business District. The Central Business District is intended to allow a mixture of land uses, urban development, pedestrian orientation, and a compatible and attractive mix of historic and contemporary building design. The Buchanan Zoning Ordinance allows Provisioning Centers and Adult Use Retail Centers as a Special Use (SUP) within this district. Zen Leaf is currently operating its provisioning center and adult use retail center in the building on the Property. The proposed request is an expansion of the existing facility to utilize the entire building for the Center. The land immediately surrounding this Property is also zoned C-3 – Central Business District and consists of Phillips 66 Gas Station, Redbud Hardware, D MottL Realty Group LLC, Gary Z's Sub Shop, and Pinnacle Emporium Provisioning Center. The Center will therefore be compatible with the existing and planned character of the general vicinity. All of the proposed improvements to the Property and operation at the Property will add to the aesthetics of the street and surrounding area.

- B. The special use shall not change the essential use of the surrounding area.

RESPONSE: See response to (A) above. The proposed Center is compatible with the surrounding land uses as Zen Leaf is currently already operating a provisioning center and retail store in the building.

- C. The special use shall not be hazardous to adjacent property, or involve uses, activities, materials, or equipment which will be detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes or glare.

RESPONSE: The proposed uses will not interfere with the general enjoyment of the surrounding area as noted above. The Center's retail operations will be conducted inside the building and not result in increased noise, traffic or other adverse impacts to the surrounding area.

- D. The special use shall not place demands on public services and facilities in excess of current capacity.



City of Buchanan
June 21, 2021
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RESPONSE: The use is located in a pre-existing building which is adequately served by the existing capacity of essential public facilities and services. No modifications to such facilities and services are necessary for the Center.

E. The special use is in compliance with the City of Buchanan Comprehensive Plan.

RESPONSE: See responses above. The Center is allowed as a Special Use (SUP) within the Central Business District. Zen Leaf is currently operating its provisioning center and adult use retail center in the building on the Property. The proposed request is an expansion of the existing facility to utilize the entire building for the Center.

Sincerely,

DYKEMA GOSSETT PLLC

A handwritten signature in blue ink, appearing to read "S R Kilberg". The signature is fluid and cursive.

Samuel R. Kilberg

Enclosure

City of Buchanan Planning & Zoning
302 North Redbud Trail,
Buchanan, Michigan 49107
Phone (269) 695-3844 x 19 Fax (269)695-4330

General Information Application
For Land Development
(Complete application must be filed with the Zoning Administrator)

1. Applicant and Owner Information

Applicant(s)

Principle Contact:

Name Buchanan Development, LLC

Address 257 E. Front Street

City Buchanan

State MI Zip 49107

Telephone 269-205-3162

Secondary Contact:

Name _____

Address _____

City _____

State _____ Zip _____

Agent or Attorney:

Name Samuel R. Kilberg

Address 39577 Woodward Ave., Suit 300

City Bloomfield Hills

State MI Zip 48304

Is this property held in a trust ? No

Name of trust _____

Address _____ City _____

Property Owner(s)

Principal Contact:

Name Buchanan Development, LLC

Address 257 E. Front Street

City Buchanan

State MI Zip 49107

Telephone 269-205-3162

Architect (if applicable):

Name Jeff Klymson - Collective Office, PC

Address 9 E 24th St.

City Chicago, IL 60616

State IL Zip 60616

Engineer (if applicable):

Name _____

Address _____

City _____

State _____ Zip _____

Yes Note – for all trusts –
Provide, as an attachment, a statement from
the trustee verifying the names of all
beneficial owners.

State _____ Zip _____

3. Site and Surrounding Property Information

a. Common address or property location of subject property:

257 E. Front St., Buchanan, MI 49107

b. Legal Description (Attach additional sheet if necessary):

Attached on additional sheet

c. Permanent Real Estate Tax Identification Number: 11-58- 1600-0004-00-0

d. Parcel Size: 3,861 square feet

0.09 acres

39' dimension of lot frontage

99' dimension of lot depth

e. What are the current land uses and zoning on the land and adjoining parcels of land surrounding the site?

	Current Zoning	Current Use of Land
On Site	<u>C-3</u>	<u>M. Staff Health Care Services (currently)</u>
Property Abutting – North of Site	<u>C-3</u>	<u>Parking lot</u>
Property Abutting – South of Site	<u>C-3</u>	<u>D. Mott Realty Group LLC and Red Bud Hardware</u>
Property Abutting – East of Site	<u>C-3</u>	<u>Pinnacle Emporium Provisioning Center</u>
Property Abutting – West of Site	<u>C-3</u>	<u>Zen Leaf Buchanan</u>

f. Describe any existing structures and the physical attributes of the site:

One-story brick building with concrete frame and wooden deck

Description of the Proposed Development

a. Please describe the proposed use of the land and/or buildings assuming approval of the request:

Applicant is proposing to expand its current adult-use retail sales and medical marihuana provisioning center facility.

b. What is the proposed time frame for the build – out of the proposed development? N/A

c. Please describe the number of buildings, square footage of each building and the total square footage of the development along with the required number of parking spaces for each intended use:

Building Use	Number of Buildings	Building Area (sq. ft.)	Total Building (sq. ft.)	Req. Parking
Single Family	_____	_____	_____	_____
Multi Family	_____	_____	_____	_____
Retail	1	1,800 sq. ft.	1,800 sq. ft.	_____
Office	_____	_____	_____	_____
Industrial	_____	_____	_____	_____
Other	_____	_____	_____	_____

Other please specify type of use _____

Totals _____

d. Please describe the number of water and sewer connections this development will require:

Building Use	Water Connections & Size	Sewer Connection
Single Family	_____	_____
Multi – Family	_____	_____
Retail	Existing public water	Existing public water
Office	_____	_____
Industrial	_____	_____
Other	_____	_____

Other please specify type of use _____

Totals _____

e. Will the building within this proposed development house any hazardous materials at occupancy?

No

Yes – Please continue by describing the type and quantity of materials:

4. Fire Department Approval of Site and Building Plans:

The City requires that the Fire Department must approve all site and building plans. This application and associated documentation must be approved by the Fire Chief or his designee. This approval can be arranged by calling the Fire Chief's office.

Approval Date: _____

Conditions Attached

By: _____

Yes

No

Title: _____

5. Required and Requested Attachments

a. Plat of survey with legal description.

b. Site plan of proposed use or project showing traffic patterns, parking locations and count, drainage patterns including detention areas, landscape plans, landscaping plans, exterior lighting locations and illumination pattern, building façade portrait and building size and location dimensions.

c. Floodplain / hazard map (engineers drawing or FEMA map showing location of subject project).

d. Please include any additional comments or pertinent information below or on separate attachment to this application.

6. Signature and Declaratory Statement

a. Please describe the reason that this petition should be granted:

SUP for adult-use marihuana retail sales and medical marihuana provisioning center already at the adjoining property owned by Applicant.

b. **Required Attendance At Public Hearing and / or Plan Commission Meeting(s):** The Plan Commission and the Board of Appeals have established a policy requiring the applicant or a designed representative of the applicant shall be present at any meeting or public hearing at which the matter will be considered. Failure of the applicant or designee of the applicant to appear before the Plan Commission or Board of Appeals is ground to postpone consideration of the application.

a. Declaratory Statement: I Sam Kilberg Attorney on behalf of Buchanan Development, LLC D/B/A Zen Leaf, hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge and further, I acknowledge the attendance responsibilities of the applicant as set forth in paragraph b above.

b. Date: 6/21/21

c. Applicant Signature: [Signature]

d. Notary Public Certification Statement

I Sandi R. Kolehmainen Notary Public in and for the State of Michigan hereby state that on the 21st day of June, 2021, the above captioned Applicant appeared before me and, under oath, stated that all matters contained in this

SANDI R. KOLEHMAINEN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 29, 2022
ACTING IN COUNTY OF Oakland

Application for Land Development are true.

Notary Public

[Signature]

My commission expires 11-29-2022

The following signature is required, for verification that this is a valid and complete application to be considered by the Plan Commission or Zoning Board of Appeals.

Date
Zoning Administrator

Meeting date for initial review: _____

CITY OF BUCHANAN, MICHIGAN
SITE PLAN CHECKLIST
ITEMS REQUIRED ON SITE PLAN

1. Site Plan Drawn to scale – 1” = 100’ or larger (example: 1” = 60’, 1”= 50’, 1”=40’ etc.)
2. Name of Project Noted.
3. Owner’s and/or Developer’s Name and Address Noted
4. Architect and or Engineer’s Name and Address Noted
5. Date
6. Scales of Drawing Noted on Plan
7. Existing Topography Shown at Intervals Not Less than Two (2) Feet
8. Building Coverage Noted (percentage of total size and total square footage to be shown)
9. Total Number of Parking Spaces Noted and Shown on Drawing
10. Building Dimensions Shown
- 11 .Indicate Height of Buildings
12. Street Names Indicated (Existing and Proposed)
13. Indicate Existing and Proposed Right-of-Ways
14. North Arrow Shown
- 15 Locate Existing and Proposed Sanitary Sewers, Storm Sewers and Water Mains (Note for purposes of site plan review the proposed utilities need only be shown roughly)
- 16.Locate any Existing and Proposed Storm Water Detention / Retention Areas
- 17.Locate Existing Trees and Plantings
18. Note Location of Proposed Plantings
- 19.Note Location of all Sidewalks
- 20.Rough Sketches Showing Architectural intent.

04-11-03
REV12-08-2009

Legal Description of Subject Property
257 E. Front Street, Buchanan, MI

That part of Block "A", JOSEPH DEMONT'S ADDITION TO VILLAGE OF BUCHANAN, according to the Plat thereof, recorded March 28, 1849 in Volume "R" of Deeds, page 489, described as follows: Commencing on the North line of Front Street at a point 181.7 feet West and 33 feet North of the Southeast corner of Section 26, Township 7 South, Range 18 West, thence North 99 feet; thence West 36.5 feet; more or less, to the East bank of McCoys Creek; thence Southerly along the East bank of said creek to the North line of Front Street; thence East along the North line of Front Street 39 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM Commencing on the North line of Front Street at a point 212.95 feet West and 33 feet North of the Southeast corner of Section 36, Township 7 South, Range 18 West, Thence North 84.55 feet; thence North 20° 39' West 15.6 feet, more or less, to McCoys Creek; thence Southerly along the water's edge of said creek to the North line of Front Street; thence East to the place of beginning.

Commonly known as 257 E. Front Street, Buchanan, MI
49107. Tax Code: 11-58-1600-0004-00-0.

CERTIFICATE OF SURVEY:~

DESCRIPTION PROVIDED:

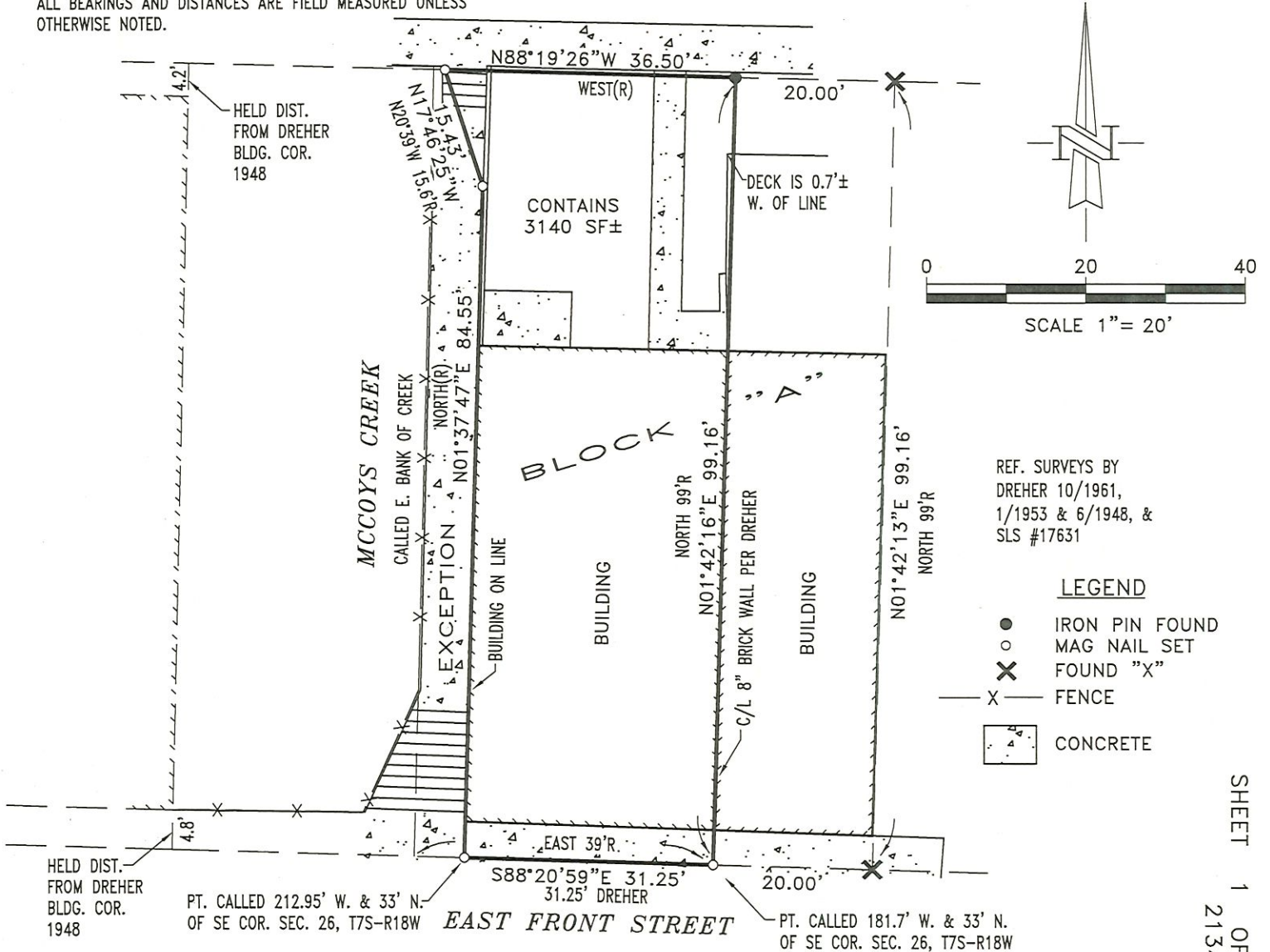
LAND SITUATED IN THE VILLAGE OF BUCHANAN, COUNTY OF BERRIEN, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK "A", JOSEPH DEMONT'S ADDITION TO VILLAGE OF BUCHANAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 28, 1849 IN VOLUME "R" OF DEEDS, PAGE 489, DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF FRONT STREET AT A POINT 181.7 FEET WEST AND 33 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 18 WEST, THENCE NORTH 99 FEET; THENCE WEST 36.5 FEET; MORE OR LESS, TO THE EAST BANK OF MCCOYS CREEK; THENCE SOUTHERLY ALONG THE EAST BANK OF SAID CREEK TO THE NORTH LINE OF FRONT STREET; THENCE EAST ALONG THE NORTH LINE OF FRONT STREET 39 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM COMMENCING ON THE NORTH LINE OF FRONT STREET AT A POINT 212.95 FEET WEST AND 33 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 18 WEST, THENCE NORTH 84.55 FEET; THENCE NORTH 20° 39' WEST 15.6 FEET, MORE OR LESS, TO MCCOYS CREEK; THENCE SOUTHERLY ALONG THE WATER'S EDGE OF SAID CREEK TO THE NORTH LINE OF FRONT STREET; THENCE EAST TO THE PLACE OF BEGINNING.

BEARING BASIS IS USING MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, PER MDT CORRS NETWORK.

ALL BEARINGS AND DISTANCES ARE FIELD MEASURED UNLESS OTHERWISE NOTED.



REF. SURVEYS BY
DREHER 10/1961,
1/1953 & 6/1948, &
SLS #17631

- LEGEND**
- IRON PIN FOUND
 - MAG NAIL SET
 - ✕ FOUND "X"
 - - - FENCE
 - ▨ CONCRETE

SHEET 1 OF 1 SHEETS
21348

NOTE: THIS DOCUMENT CERTIFIES THE BOUNDARY ONLY. ALL BUILDING LOCATIONS, IF APPLICABLE, ARE FOR VISUAL PROXIMITIES ONLY AND SHOULD NOT BE USED FOR ANY TYPE OF CONSTRUCTION PURPOSES.

REVISED 6/14/2021, CERTIFICATION, SM
ADDRESS: 257 E. FRONT STREET
DATE: 6/2/2021
SCALE: 1" = 20'
DRAWN BY: SRM
TC: NONE

NOTE: THIS SURVEY MADE FROM DESCRIPTION FURNISHED.
TO: BUCHANAN DEVELOPMENT, LLC

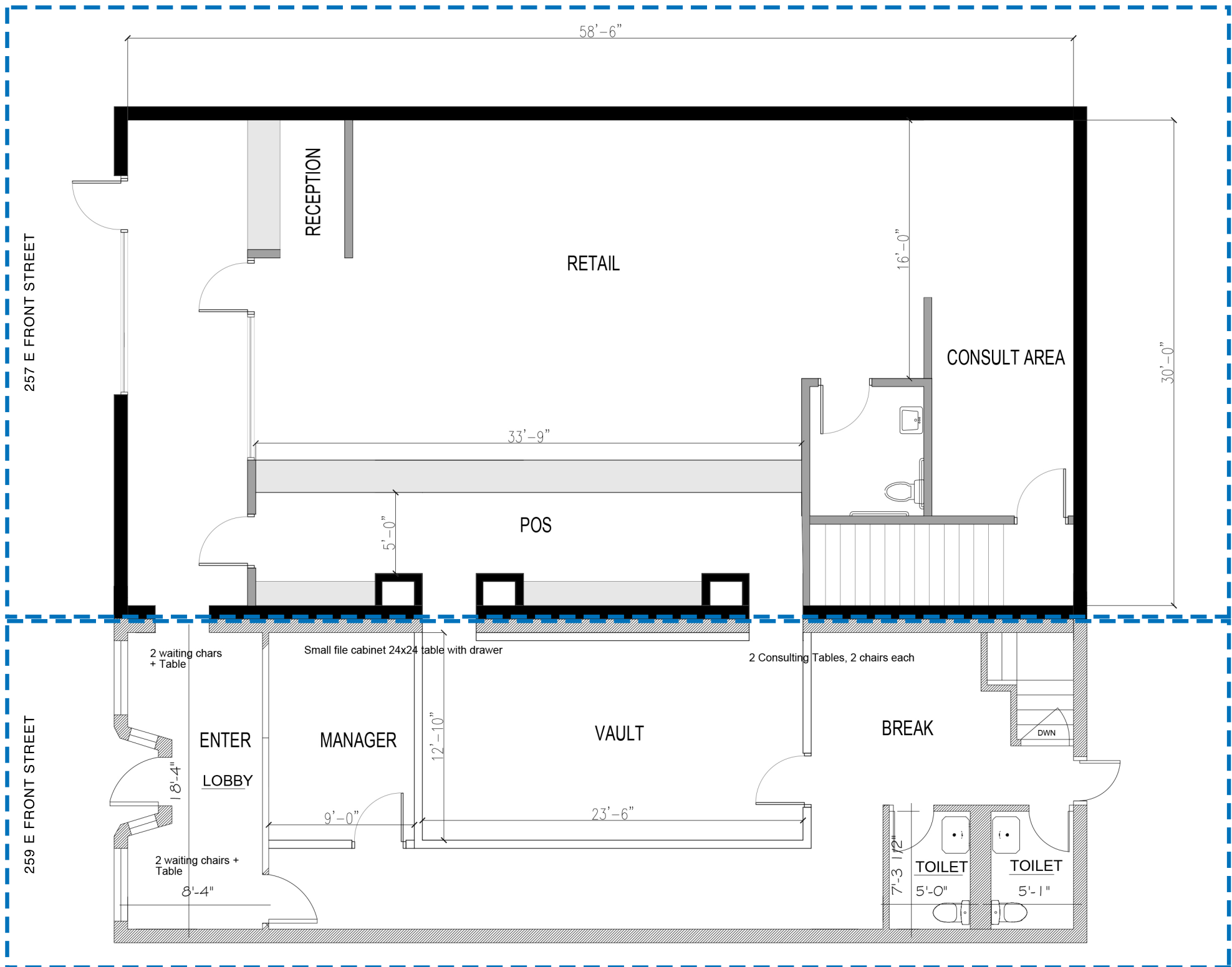
I, THOMAS A. STEPHENSON, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION.

THOMAS A. STEPHENSON, PS #4001046689



www.stephensonls.com
email: sls@stephensonls.com

MAIN OFFICE 27873 White Street • Cassopolis, Michigan 49031 • Office 269 / 445-8903 • Fax 269 / 445-8510
BRANCH OFFICES Kalamazoo, Michigan • South Bend, Indiana • Office 269 / 445-8903 • Fax 269 / 445-8510



257 E FRONT STREET

259 E FRONT STREET

RECEPTION

RETAIL

CONSULT AREA

33'-9"

POS

16'-0"

30'-0"

5'-0"

2 waiting chairs + Table

Small file cabinet 24x24 table with drawer

2 Consulting Tables, 2 chairs each

ENTER

LOBBY

2 waiting chairs + Table

MANAGER

VAULT

BREAK

DWN

8'-4"

9'-0"

23'-6"

12'-10"

7-3 1/2"

TOILET

5'-0"

TOILET

5'-1"



AGREEMENT OF PURCHASE AND SALE

This Agreement, made in duplicate this 3rd day of June, A.D. 2021, between Roy B. Parke and Kathy Joy Parke, "Seller", and Buchanan Development, LLC, "Purchaser";

WITNESSETH, in consideration of an earnest money payment of [REDACTED] by Purchaser, to Seller, receipt whereof is to be made by wire transfer to Seller's bank account coincident with the execution of this Agreement by Purchaser, Seller agrees to sell, and Purchaser agrees to buy, the realty located in the City of Buchanan, County of Berrien, and State of Michigan, described as:

That part of Block "A", JOSEPH DEMONT'S ADDITION TO VILLAGE OF BUCHANAN, according to the Plat thereof, recorded March 28, 1849 in Volume "R" of Deeds, page 489, described as follows: Commencing on the North line of Front Street at a point 181.7 feet West and 33 feet North of the Southeast corner of Section 26, Township 7 South, Range 18 West, thence North 99 feet; thence West 36.5 feet; more or less, to the East bank of McCoys Creek; thence Southerly along the East bank of said creek to the North line of Front Street; thence East along the North line of Front Street 39 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM Commencing on the North line of Front Street at a point 212.95 feet West and 33 feet North of the Southeast corner of Section 36, Township 7 South, Range 18 West, Thence North 84.55 feet; thence North 20° 39' West 15.6 feet, more or less, to McCoys Creek; thence Southerly along the waters edge of said creek to the North line of Front Street; thence East to the place of beginning.

Commonly known as 257 E. Front Street, Buchanan, MI 49107.
Tax Code: 11-58-1600-0004-00-0.

The Seller grants to the Purchaser the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

Subject to any existing restrictions and easements of record for the sum of [REDACTED] In the event that Purchaser fails to wire the earnest money as provided above this Agreement is void.

I. SELLER AGREES TO:

A. Furnish Warranty Deed in Michigan Statutory form duly executed, witnessed and acknowledged, accompanied by cash from Seller or credit to Purchaser, in the amount of [REDACTED] to cover Michigan Transfer Tax.



B. Pay all existing Mortgages, water bills and all other liens and encumbrances and pro-rate utilities to date of closing.

II. THE SELLER REPRESENTS AND AGREES THAT:

A. The property is adjacent to McCoy Creek and heavy rains are known to cause the creek to overflow the bank and touch the building. Although Seller has made extensive efforts to prevent water entering the basement that has occurred.

B. The heating, air conditioning, plumbing, electrical, sewer, and water systems are in good working order on the date hereof. The roof may need to be replaced.

C. At the time of closing the real estate, improvements, and personal property, if any, shall be in the same condition as they are now, ordinary wear and tear excepted.

D. The property is located on a public street or road which is maintained by public authorities.

III. PURCHASER AGREES TO:

A. Obtain at the Purchaser's expense, an owner's policy of title insurance in usual form and with standard exceptions and also subject to such easements and restrictions insuring the Purchaser in the amount of the purchase price or other evidence of title satisfactory to the Purchaser which Purchaser will order immediately following execution of this agreement. The title commitment shall be obtained from Greater Illinois Title Company, 120 North LaSalle Street, Suite 900, Chicago, IL 60602, Attention Britney Sopher, Phone 312-236-7300. Email: britney.sopher@gitc.com ("Title Company").

B. Accept or reject title within fourteen (14) days after receipt of evidence of title.

C. On acceptance of title, the terms of purchase shall be cash. The full purchase price shall be paid in certified funds upon execution and delivery of Warranty Deed.

Subject to the above representations and agreements, the Purchaser has inspected or caused to be inspected these premises and has satisfied himself concerning the condition of improvements and the extent and boundaries of the premises hereinbefore described; and the Purchaser has not relied on any representations made by the Seller; and the Purchaser accepts these premises in the condition and extent which presently exist.

IV. IT IS FURTHER AGREED:



A. The Warranty Deed from Seller shall be subject to easements and restrictions of record.

B. Sale to be closed on or before August 1, 2021. Purchaser shall have complete possession on the date of closing. The closing location, date, and method shall be agreed upon by Seller and Purchaser. Should closing not occur by that time without modification to this agreement, then this agreement shall be null and void and each party is released from his/her/its obligations hereunder except for the provisions of paragraph IV E as hereinafter stated.

C. Real Property taxes and special assessments, if any, shall be pro-rated as of the date of closing, using the calendar year method. Under the calendar year method, any real property tax bill which becomes due and payable during a calendar year is deemed to relate to that entire calendar year. For this purpose, a real property tax bill is deemed to be due and payable on the date it is mailed (for example, County tax bills are mailed December 1st of each year). If the exact amount of any real property taxes is not known on the date of closing, the pro-ration shall be based on the last tax bill received. The Purchaser shall pay all future installments of special assessments.

D. This Agreement is expressly subject to Purchaser obtaining approvals as follows:

1. Approval from the City of Buchanan, MI to open and operate a retail dispensary at the property; and

2. Approval from the State of Michigan to open and operate a retail dispensary at the property; and

3. Approval and issuance of any and all necessary or required permits, zoning approvals, variances and/or any other entitlements necessary or required by any governing authority in order to lawfully construct, remodel, renovate or develop the premises for Purchaser's intended use.

If, for any reason Purchaser is unable to obtain the City and/or County Approval, and/or State Approval within the time limits hereinafter expressed, and all necessary entitlements prior to the scheduled closing, Purchaser shall be permitted to terminate this Purchase and Sale Agreement without obligation except for forfeiture of the earnest money as hereinafter provided.

E. This Agreement provides for an earnest money payment of [REDACTED] [REDACTED]. Notwithstanding any provisions herein to the contrary for contingencies, that earnest money is non refundable in the event that Purchaser is unable to conclude the purchase of this property. This is based upon the efforts made by Seller to negotiate and prepare for this closing. Contingencies expressed herein, if not met, will allow Seller to rescind this agreement, however, the earnest money is not refundable despite the effect of any contingencies.



F. Upon 48 hours advanced notice to Seller for outside inspections and two weeks advance notice to Seller for inside inspections, Purchaser may perform, at Purchaser's expense, any inspections, investigations, studies, and tests of the property, and conduct such other due diligence as Purchaser, in its sole discretion, may desire or determine. Such investigations may include but shall in no event be limited to, physical, engineering, soils, geotechnical, environmental, archaeological, habitat, surveys, and economic feasibility studies. The completion of the purchase is subject to satisfactory results of the inspections, investigations, studies, and tests as reported to Purchaser. Purchaser will use its best efforts to avoid damages to the property during any of the actions taken herein. In the event that damages are made to the property during any of the activities taken by Purchaser then, and in that event, Purchaser will be responsible for all costs of restoration of the property to its original condition, including costs of Seller to enforce this provision which shall include but not be limited to Attorney Fees. Purchaser understands that Seller possesses no information which can be of any assistance to Purchaser in Purchaser's studies mentioned herein. Inspections shall not be conducted from sundown on Friday through sundown on Saturday.

G. Upon closing the earnest money deposited with the Seller by Purchaser shall be applied to the purchase price.

H. If the closing of the sale is delayed by reason of delays in abstracting or by title defects which can be readily corrected, then a reasonable extension of time, but not to exceed thirty (30) days, shall be allowed for closing, unless otherwise agreed to in writing between the Purchaser and Seller; and time is of the essence of this Agreement.

I. Until closing, risk of loss shall be Seller's, and in the event thereof, Purchaser shall have the option to cancel this contract, however, the earnest money remains non refundable as noted herein.

J. Seller has employed no realtors or real estate brokers to assist with this sale in any way. Purchaser has mentioned that it has utilized the services of Landmark Commercial Real Estate Services. To the extent that any compensation is due to Landmark Commercial Real Estate Services, or any other real estate company or agency, for their involvement in this transaction, then Purchaser shall be completely responsible for payments due to Landmark Commercial Real Estate Services or any other real estate company or agency.

K. Closing fees to be charged by the Title Company and all recording fees, to effect the closing shall be paid by Purchaser as well as all fees associated with Purchaser's lender's requirements.

L. This Agreement is expressly subject to Purchaser obtaining satisfactory results in the actions reserved above in paragraphs IV D and IV F. Purchaser must, by a written notice, either remove the inspection/permit contingencies or terminate this Agreement within 60 days of the



date of this agreement. In the event that Purchaser neither removes the contingencies nor terminates this Agreement in the time provided, the Purchaser shall be deemed to have waived the contingencies and proceed to close this transaction.

M. Following execution of this agreement and payment of the non refundable earnest money, Purchaser may assign its rights as Purchaser under this contract by delivery to Seller of a written assignment wherein Purchaser's assignee assumes all responsibilities of Purchaser under this agreement. This agreement is binding upon the heirs and assigns of the parties hereto.

N. No personal property is included in the sale.

O. Notices. Any notice required hereunder shall be sent via regular mail or email to:

1. Seller:

Roy and Kathy Parke, 16765 Huron Drive, Buchanan, MI 49107
email: kjp@qtm.net

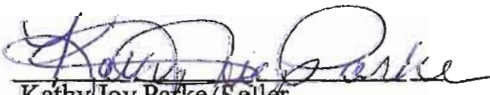
2. Purchaser:

Buchanan Development, LLC
415 N. Dearborn St., 4th Floor
Chicago, IL 60654
email: chris@verano.holdings

P. If more than one joins in the execution hereof as Seller or Purchaser, or any be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.




Roy B. Parke, Seller



Kathy/Joy Parke, Seller

Buchanan Development, LLC
By: Verano MI2, LLC, its Manager

By: 
Its: _____
Manager

Prepared by:
John R. Colip, Esq. (P25250)
KOTZ SANGSTER WYSOCKI P.C.
12 Longmeadow Village Drive, Suite 100
Niles, Michigan 49120
(269) 591-6915



DYKEMA GOSSETT
400 Renaissance Center
Detroit, MI 48243

VENDOR: 312063

01388425704

CHECK NO: 2650170

CHECK DATE: 06/21/21

PAYEE: CITY OF BUCHANAN

REFERENCE #	INVOICE #	INV. DATE	DESCRIPTION	AMT. PAID
	06212021	06/21/21	Application Fee	250.00
			TOTAL	\$250.00

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND AND MICROPRINTING

DYKEMA GOSSETT
400 Renaissance Center
Detroit, MI 48243

Huntington Bank Bloomfield Dis- 56-1512/441

CHECK NUMBER 2650170
CHECK DATE 06/21/21

HUNTINGTON BANK BLOOMFIELD DISBURSEMENT

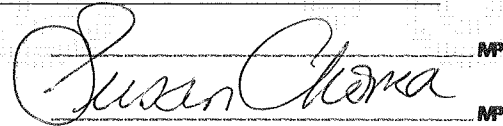
AMOUNT

\$ ***250.00***

Two hundred fifty and 00/100 Dollars ***

PAY
TO THE
ORDER
OF

CITY OF BUCHANAN
302 RED BUD TRAIL N.
BUCHANAN, MI 49107


MP

AUTHORIZED SIGNATURE
VOID AFTER 90 DAYS

⑈ 2650170⑈ ⑆044115126⑆ 01388425704⑈

	NA SBNA MI-US 49107 SBN	TRK# 0201 2806 1121 1000	TUE - 22 JUN 10:30A PRIORITY OVERNIGHT		REL# 3735346	(248) 203-0773 INV: PO: BUCHANAN MI 49107 REF: 06002; 999999-009999 DEPT:	TO CITY OF BUCHANAN ATTN: PLANNING AND ZONING 302 N RED BUD TRL	ORIGIN ID: BETA (248) 203-0700 SAMUEL KILBERG DYKEMA GOSSETT PLLC SUITE 300 39577 WOODWARD AVENUE BLOOMFIELD HILLS, MI 48304 UNITED STATES US	SHIP DATE: 21 JUN 21 ACT WGT: 0.30 LB CAD: 250173487/MWSX13400 BILL SENDER
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56DJ3/B387/FE4A

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).



<i>package id</i>	<i>from</i>	<i>vendor</i>
0281418	Samuel Kilberg (06002)	FedEx
<i>ship date</i>	Dykema Gossett PLLC	<i>tracking number</i>
Mon, Jun 21 2021	Suite 300	280611211000
<i>to</i>	39577 Woodward Avenue	<i>service</i>
City of Buchanan	Bloomfield Hills, MI 48304	FedEx Priority Overnight®
Attn: Planning and Zoning	US	<i>packaging</i>
302 N RED BUD TRL	248-203-0519	FedEx® Box
BUCHANAN, MI 49107-	<i>billing</i>	<i>dimensions</i>
1311	TIMEKEEPER ERROR	0.5 LBS
United States	FIL... dec1-TIME ENTRY	<i>signature</i>
248-203-0773	ERRORS & ... dec1	Deliver Without Signature
<i>residential address</i>	(888888-008888)	<i>courtesy quote</i>
No	please bill to 118888-	16.80
<i>return label</i>	000001	<i>Quote may not reflect all</i>
No	<i>operator</i>	<i>accessorial charges</i>
<i>notification type</i>	Dana Nowak	
Exception	248-203-0700	
Delivery	DNowak@dykema.com	
<i>notification recipients</i>	<i>create time</i>	
DNowak@dykema.com	06/21/21, 11:32AM	