

To: Mayor and City Council

From: Melissa R. Marsh, City Manager

Date: November 14, 2023

Subject: Settlement Information regarding Marihuana Litigation

Thank you for meeting with me and the City Attorneys in closed session on Wednesday, November 8, 2023, to discuss the revised settlement offers for the two lawsuits filed against the City stemming from marihuana licensing. These revised agreements are attached. This correspondence will provide updated financial information and other requested information for these two proposed City projects. Please note that the financial numbers below are ESTIMATES based only on the concept site plan drawings. The Oakland County Equalization will determine actual increases in taxable value through a detailed analysis.

UPDATED REVENUE ESTIMATES

Since this initial proposal was made, JARS agreed to lease 1035 12 Mile Road, the former Mac's Party Store. In addition, JARS is willing to demolish the existing blue building, which was formerly J&H Hydraulic Co. (1031 12 Mile Road), renovate 1035 12 Mile Road plaza into their retail site, clean up the entire corner, and construct a processing and grow building at the back of the property. The area where the blue building is currently located will become a parking lot. This will move the building further away from 12 Mile and the I-75 ramp, since the east drive approaches are too close to the on-ramp to I-75, while also beautifying the entire corner. Also, there were safety and traffic backup concerns about the entrance/exit, which would be alleviated with JARS purchasing the neighboring property and using that entrance.

JARS Cannabis – 1031 and 1035 W. 12 Mile Road (ranked 3/8):

- JARS' proposed site is the vacant blue J&H Hydraulic Co. building at 1035 W. 12 Mile Road and the adjacent plaza and lot at 1031 W. 12 Mile Road – next to the I-75 southbound on-ramp.
- Please see the description above of JARS' willingness to modify its settlement proposal and site plans to accommodate the City's concerns, which would be subject to zoning/planning approvals. The below estimates include both parcels:

JARS - Revenue Estimates

Total increased taxes City of Madison Heights portion	\$ 6,935
Total increased taxes Lamphere Schools portion	\$ 5,686
Total annual revenue to the Community Advisory Board	\$ 25,000
Total one-time revenue to the City	\$150,000
Total annual license fees (7 Licenses)	\$ 35,000
Total annual State Tax Revenue Annual Payment (estimated)	\$ 50,000
TOTAL BENEFIT (Both One-time and Reoccurring Revenues):	\$272,621
New reoccurring revenue:	\$122,621

*The State Tax Revenue Annual Payment is multiplied by the number of Retail Establishments open on or before September 30th of the preceding year. The payment in 2023 (for 2022 revenue) was \$51,841.21 (The City received \$103,682.42) and \$56,453.44 in 2022 (for 2021 revenue) for each open retail establishment. The amount in 2024 (2023 revenue) is unknown.

This proposal would be a demolition and complete development and expansion of the existing site. This would increase taxable value. It is still very difficult to estimate future taxable value with only concept ideas; therefore, the following estimate is conservatively calculated:

	Current	Est. After Development
Taxable Value	259,582	531,262
Assessed Value	478,382	665,942
Total Tax Revenue	16,483	33,735
Split: City	6,627	13,562
Split: School	5,433	11,119

Dispo Cannabis – 32371 Dequindre (44-25-01-226-021) (ranked 2/8):

Dispo – Revenue Estimates

Total increased taxes City of Madison Heights portion	\$ 9,289
Total increased taxes Lamphere Schools	\$ 7,578
Total annual revenue to the Community Advisory Board	\$ 25,000
Total one-time revenue to the City	\$150,000
Total annual license fees (7 Licenses)	\$ 35,000
Total annual State Tax Revenue Annual Payment (estimated)	\$ 50,000
TOTAL BENEFIT (Both One-time and Reoccurring Revenues):	\$276,867
New reoccurring revenue:	\$126,867

*The State Tax Revenue Annual Payment is multiplied by the number of Retail Establishments open on or before September 30th of the preceding year. The payment in 2023 (for 2022 revenue) was \$51,841.21 (The City received \$103,682.42) and \$56,453.44 in 2022 (for 2021 revenue) for each open retail establishment. The amount in 2024 (2023 revenue) is unknown.

This proposal would involve redeveloping the existing building on this site. While this would increase taxable value, it is less significant than demolition and new construction. It is very difficult to estimate future taxable value; therefore, the following estimate is conservatively calculated based on similar developments:

	Current	Est. After Development
Taxable Value	\$227,640	591,300
Assessed Value	382,970	769,500
Tax Revenue	15,062	37,550
Split: City	5,911	15,200
Split: School	4,922	12,500

POSSIBLE ONE-TIME FUNDING USES

If approved, the allocation of this one-time funding will be a topic of conversation at the December 4th strategic planning meeting. Some of the options for how the City could use the revenue from the proposed settlements is included below:

- Electrical Vehicle Charging Stations in the Civic Center Plaza – \$101,000;
- Creating a new pocket park at the Guthrie/Dei (City would need to check with MDOT) – TBD;
- 11 Mile Streetscape matching grant funding – \$200,000 (to be matched for \$700,000 SEMCOG and \$225,000 DDA funding);
- Enhance Park features at McGillivray Park – \$200,000;
- Summer Music in the Park event fund – to host special events such as weekly movie in the park series featuring a different park – \$100,000 one-time fund to be used for several years;
- Establishment of a Neighborhood Tree Fund – \$100,000; or
- Police Department Improvements/Training/Equipment:
 - Police Dispatch furniture – \$65,000;
 - Ballistic shield replacement in the gun range – \$50,000;
 - School Resource Officer vehicle – \$60,000;
 - Officer Recruitment video– \$3,000;
 - Two industrial shredders, with diamond cut per LEIN rules, heavy-duty property to destroy – \$5,000.

LICENSES IN NEIGHBORING CITIES

Attached to this report is a list from the Michigan Cannabis Regulatory Agency, which details Retailer Caps for MRTMA opt-ins throughout the State. In neighboring cities the following license have been granted:

- Oakland County
 - Royal Oak - 2
 - Berkley – 1 (but cap is 3)
 - Ferndale - 3
 - Hazel Park - 9
 - Lake Orion – 2
 - Waterford – 6
 - Southfield – 5
- Macomb County
 - Center Line – 15
 - Warren – 0 Retail, unlimited grower & processor licenses
- Wayne County
 - Belleville - 4
 - Detroit - 75

- Taylor - no cap
- Wayne - 4
- Westland - 3

RECOMMENDATION

The City's outside legal counsel assigned to the litigation, Assistant City Attorney, and City Manager recommend approval of these Settlement Agreements because it will avoid further costs and expenses in litigation, avoid the uncertainty of a trial and appeal, resolve this dispute, and provide several benefits for the City including significant financial benefits and on-going increased to taxable value which can be utilized to fund services throughout the City.

Attachments:

305 N. Euclid

- *Settlement Agreement REVISED*
- *Site Plan*
- *Exterior Renderings*
- *Current Conditions*

JARs

- *Settlement Agreement REVISED*
- *Site Plan Updated*
- *Exterior Renderings*
- *Current Conditions*

MRTMA Opt-Ins

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is dated November ___, 2023 (“Effective Date”), and entered between 305 N EUCLID, LLC d/b/a Dispo and the CITY OF MADISON HEIGHTS (“Defendant” or “City”) (collectively referred to herein as the “Parties”).

RECITALS

A. Plaintiff filed a civil cause of action against Defendant on or about July 21, 2023 in the Oakland County Circuit Court, Case No. 2023-201613-CK (the “Lawsuit”). The Lawsuit arose out of disputes relating to the City’s marihuana licensing process.

B. The Parties now desire to settle the Lawsuit in accordance with the terms and conditions of this Settlement Agreement to avoid further costs and expenses and the uncertainty of a trial and appeal, and to resolve this dispute as to the claims involved in the Lawsuit.

C. On or about August 10, 2022, Plaintiff submitted a completed City of Madison Heights Co-Located Medical Marihuana Facilities & Adult-Use Marihuana Establishments License Application Packet (“Application”), with additional materials, for one medical marihuana grower Class C license, one medical marihuana processor license, one medical marihuana provisioning center license, one adult use marihuana Class C grower license¹, one adult use marihuana processor license, and one adult use marihuana retailer license, totaling six licenses (collectively “License”) for 32371 Dequindre, Madison Heights, Michigan.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

¹ The Application had two adult use marihuana Class C grower licenses, now amended to one.

AGREEMENT

1. Subject to City Council approval of this Agreement and subject to City Council passing an amendment to amend Section XVI of its Medical Marihuana Facilities Ordinance, Section 7-305(d), and amend Section XVII of its Marihuana Establishments Ordinance, Section 7-405(e), to increase the maximum number of marihuana licenses (all six types of licenses) to allow for Plaintiff to obtain its License, upon receipt of the City's six license fees and any City inspection fees, Defendant agrees to issue a License to Plaintiff 305 N Euclid, LLC for 32371 Dequindre, Madison Heights, Michigan. Plaintiff, 305 N Euclid, LLC, may be permitted to assign the License within Thirty (30) days of the mutual execution of this Agreement to a new wholly-owned subsidiary of Med Farms, LLC, which will still operate under the doing business as name Dispo.

2. Plaintiff 305 N Euclid, LLC has agreed to donate One Hundred Fifty Thousand Dollars (\$150,000) to the City. The Parties agree that Plaintiff will make a payment of Fifty Thousand Dollars (\$50,000) at City Hall upon receipt of the License and make an additional payment of One Hundred Thousand Dollars (\$100,000) at City Hall One Hundred and Twenty (120) Days from issuance of the License. The License is conditioned on City approvals and the conditions listed below. The Parties agree that the funds will be deposited in the City's General Fund.

3. Upon receipt of a License, Plaintiff shall commence with making an annual Twenty Five Thousand Dollar (\$25,000) donation to the City's Marihuana Community Advisory Committee ("Committee") as well as an annual donation of 1% of the preceding year's net profits calculated solely by 305 N Euclid, LLC's certified public accountant and shall designate a representative to serve upon such Committee. Plaintiff shall provide the City with an annual financial accounting of its licensed business operations within the City provided by a certified

public accountant and copies of its annual tax filings with the State of Michigan. The Committee will support local organizations and projects from donations provided by the City's Medical Marihuana and Adult-use Marihuana business licensees.

4. The Parties agree that upon receipt of payment of the City's nonrefundable license fees (Five Thousand Dollars (\$5,000) for each of the six separate licenses, totaling Thirty Thousand Dollars (\$30,000) annually), inspection fees, and the first part of the donation set forth in Paragraph 2 above, the City will issue Plaintiff 305 N Euclid, LLC a License if the following occurs, but only if the City Council approves this Agreement and amends its ordinance to increase the maximum number of marihuana Licenses:

- a. Plaintiff must remodel the structure located at 32371 Dequindre to become its co-located grower, processor, and provisioning center/retailer establishment consistent with the timeline set forth herein. However, if Plaintiff determines that a remodel is not feasible and new construction must occur, a new site plan is required. The Parties acknowledge and agree that the revised site plan from October 23, 2023, even with the revisions contained in this Agreement, is not approved until it goes through the City's formal site plan approval process including but not limited to planning and engineering review.
- b. Plaintiff must place a FLOCK license plate scanning camera system at the entrance of the customer parking lot prior to commencement of retail sales, and it will give the Madison Heights Police Department unhindered live access to the FLOCK camera, camera footage, and any and all data, which must remain operational at all times.

- c. Plaintiff must follow its security plan contained in its Application or upgrade its plan and provide a revised plan to the City if there are changes.
- d. Plaintiff must provide the City with a copy of a recorded shared use agreement for the parking area that is leased to the neighboring business.
- e. Plaintiff must submit a completed Application for Site Plan to the City, in accordance with the City's Ordinance and the City's procedures, within Three (3) months of the date of approval of this Agreement. Plaintiff's Application for Site Plan must contain the following, some of which, but not all, is reflected on Plaintiff's revised site plan dated October 23, 2023, attached as Exhibit A:
 - i. Continuous curb installation at the property line between 32371 Dequindre and the property to the north, extending from the entrance of the property to the west-side of Plaintiff's building, in lieu of a fence due to the neighboring properties' short parking spaces along part of the property line;
 - ii. Milling and repaving the front and back parking lots, treating them as a single continuous lot, and removing the current curb separation between the parking lots;
 - iii. Incorporation of bioswales at the end caps of each lane in the parking lot;
 - iv. Addition of more trees and vegetation along the south, west, and east property line to meet the minimum Zoning Ordinance requirements;
 - v. Removal of the parking spaces and pavement adjacent to the driveway in the front yard, and transformation of the front triangle area near the entrance into green space to discourage cars from parking there and change the entrance pavement to an angle;

- vi. Installation of a 6-8-foot decorative black metal fence from the west-side of its building to the back of the lot, along the west property line with a sliding gate on the northwest side of the lot to connect with the neighboring parking lot, which shall meet the industrial fence standards, including setback per Section 10.516(j) of the Zoning Ordinance;
 - vii. A designated secured area for secured transportation of product that shall be a pull-in loading/unloading dock or a loading area with security guards;
 - viii. Site landscaping and screening shall comply with or exceed Section 10.510 of the Zoning Ordinance;
 - ix. Exterior lighting shall comply with Section 10.512 of the Zoning Ordinance;
 - x. Comply with all City Ordinances in all respects;
 - xi. Provide a direct pedestrian connection (minimum 5-foot-wide concrete sidewalk) to the adjacent public sidewalks per Section 10.506(H) of the Zoning Ordinance; and
 - xii. Include a rain garden; grates in islands; landscaping pursuant to the Zoning Ordinance; and a roof garden with solar panels, wind turbine, and white Duro-Last PVC roof system.
- f. Plaintiff must submit a complete engineering plan application to the City, if deemed required, and only upon City approval of Plaintiff's Site Plan, within four (4) months of the date of the approval of this Agreement. If an engineering plan is not deemed necessary, engineering requirement is null.

- g. Plaintiff must submit a complete building permit and development permits (e.g. concrete, plumbing, electrical, and mechanical) to City, only upon final Engineering Plan approval, if required, within seven (7) months of the date of the approval of this Agreement. If an engineering plan is not deemed necessary, engineering requirement is null but the permits must still be submitted.
- h. Plaintiff must record a shared parking agreement/easement within Twelve (12) months of the date of the approval of this Agreement.
- i. Plaintiff must obtain a temporary certificate of occupancy for its provisioning center/retailer establishment at 32371 Dequindre within Twelve (12) months of the approval of this Agreement. Plaintiff may request a reasonable extension, not to exceed six (6) months, for good cause, which should be submitted to the City's Community Development Department.
- j. Plaintiff must obtain a certificate of occupancy for its co-located marihuana grow, process, and provisioning center/retailer establishment located at 32371 Dequindre within Eighteen (18) months of the approval of this Agreement. Plaintiff may request a reasonable extension, not to exceed six (6) months, for good cause, which should be submitted to the City's Community Development Department.
- k. Plaintiff must obtain all required approvals from the State of Michigan pursuant to the MMFLA and MRTMA.

5. Upon approval of this Agreement, the Parties shall sign and submit a signed stipulated order of dismissal with prejudice and without costs for entry by the Court in the Lawsuit. The dismissal stipulation shall close the case, but also state that the Court retains jurisdiction to enforce the terms of the settlement.

6. Plaintiff must submit all required applications and documents and pay any required fees for building permits, planning commission review, planning review, engineering review, and any other building or planning process required by Ordinance. In addition, Plaintiff must pay the permit fees and the annual non-refundable license and inspection fees for the License annually, and comply with all State and local laws and regulations.

7. Plaintiff's receipt of a License requires it to obtain a certificate of occupancy for its co-located marihuana establishment at 32371 Dequindre, Madison Heights in accordance with the City's procedures. Plaintiff may not operate its co-located provisioning center/retailer establishment more than Twelve (12) months without an operational co-located grower and processor establishment on site.

8. Plaintiff must retain the License, consisting of six licenses and shall not at any time terminate or fail to renew a License. If any of Plaintiff's marihuana licenses are not renewed or the license(s) are revoked by the City or State, Plaintiff forfeits its License (all six marihuana licenses) and forfeits all current and future marihuana licenses in the City.

9. Plaintiff acknowledges and agrees that failure to abide by City ordinances, the commitments contained in this Agreement and its Application could result in further liability to the City beyond the cash depositions, donation, and license fees, including financial penalties and the revocation of its License, in addition to the forfeiture of all current and future marihuana licenses in the City, subject to Plaintiff's rights available at law or in equity.

10. Plaintiff acknowledges and agrees that the location (32371 Dequindre) of its License is non-transferable to another location.

11. Plaintiff acknowledges and agrees that a breach of this Agreement, which shall include any violation of the MMFLA, MRTMA, the City's Ordinances, or any discipline by or

violation issued by the Cannabis Regulatory Agency, or the promises and obligations made to the City in this Agreement and its Application will result in the revocation of its License, consisting of six separate licenses, if such breach is not cured within Ninety (90) days of written notice of such breach, unless substantial performance has been initiated by Plaintiff to effect a cure. Plaintiff may submit a request for hearing to review an allegation of a breach of this Agreement to the City Clerk, which may be appealable under the Michigan Court Rules. The hearing would be with a hearing officer appointed by the City Council.

12. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement and each waives the right to make a claim against the other for such costs, attorney, fees, or any other expenses associated with the matters being settled here.

13. It is expressly understood and agreed that this Agreement shall not be construed as an admission of liability on the part of any party hereto, for the purpose of this Lawsuit, action, or for purposes of any other action of whatever kind or nature.

14. Except for the obligations set forth in this Settlement Agreement, the Parties hereby absolutely, unconditionally, and irrevocably release and forever discharge each other, their respective officers, directors, shareholders, members, elected and appointed officials, employees, independent contractors, representatives, insurers, attorneys, heirs, successors and assigns, and all persons acting by, through, or in any way on their behalf, from any and all claims, debts, liabilities, causes of action, damages, costs, attorney fees that they or any of the entities identified above, including any corporate entity in which Plaintiff holds or has held an interest or position, may now have or claim to have that were brought, could have been brought, or arise out of the allegations in the Lawsuit, the City's License process, the City's ordinances, or the real estate located at 32371 Dequindre, Madison Heights, Michigan.

15. The Parties represent and warrant that they have consulted with legal counsel of their choosing in connection with the negotiation and execution of this Settlement Agreement.

16. The Parties acknowledge and agree that they have read and understand this Settlement Agreement and that it may not be altered, modified, or changed in any manner except by a writing duly executed by the Parties. The Parties further acknowledge that, as a result of either drafting or negotiating specific terms, or as a result of approving language selected by others to state specific terms, they are each equally responsible for the wording of this Settlement Agreement. As a result, the Parties agree that in interpreting the Settlement Agreement, the rule of contractual interpretation and construction that provides that an ambiguity in the terms of an agreement shall be construed against the drafting party does not apply to the interpretation or construction of this Settlement Agreement.

17. The Parties declare and represent that no promise, inducement, or agreement not contained herein has been made to them, and this Settlement Agreement contains the entire agreement between the Parties.

18. This Settlement Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The Parties agree that signatures on this Agreement may be delivered by facsimile or scanned and emailed in lieu of original signatures, which shall be treated as original signatures.

19. This Settlement Agreement shall become effective upon signature of all Parties. Melissa Marsh, Madison Heights City Manager, will sign this Agreement on behalf of the City only if the Madison Heights City Council approves the terms of this Agreement and amends its Ordinances to permit the issuance of an additional License.

20. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The Parties agree that any action to enforce this Settlement Agreement shall be brought in the Oakland County Circuit Court, State of Michigan. The parties further agree that the Court shall retain jurisdiction over this matter for enforcement of this Agreement only.

21. The execution of this Agreement is contingent upon the following: (a) the Madison Heights City Council's approval of this Agreement and (b) the City Council's approval of City Council passing an amendment to amend Section XVI of its Medical Marihuana Facilities Ordinance, Section 7-305(d), and amend Section XVII of its Marihuana Establishments Ordinance, Section 7-405(e), to increase the maximum number of marihuana licenses (all six types of licenses) to allow for Plaintiff to obtain its License.

22. By their execution of this Agreement below, the Parties warrant that they have the authority to execute this Settlement Agreement.

[Signatures on the following page]

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

PLAINTIFF:

305 N EUCLID, LLC

By: Brandon Dabish
Its: Manager of Med Farms, LLC, Sole Member

DEFENDANT:

CITY OF MADISON HEIGHTS

By: Melissa Marsh
Its: City Manager

APPROVED AS TO FORM:

SERRA LAW FIRM, PLLC
(dba THE PRIVATE FIRM)

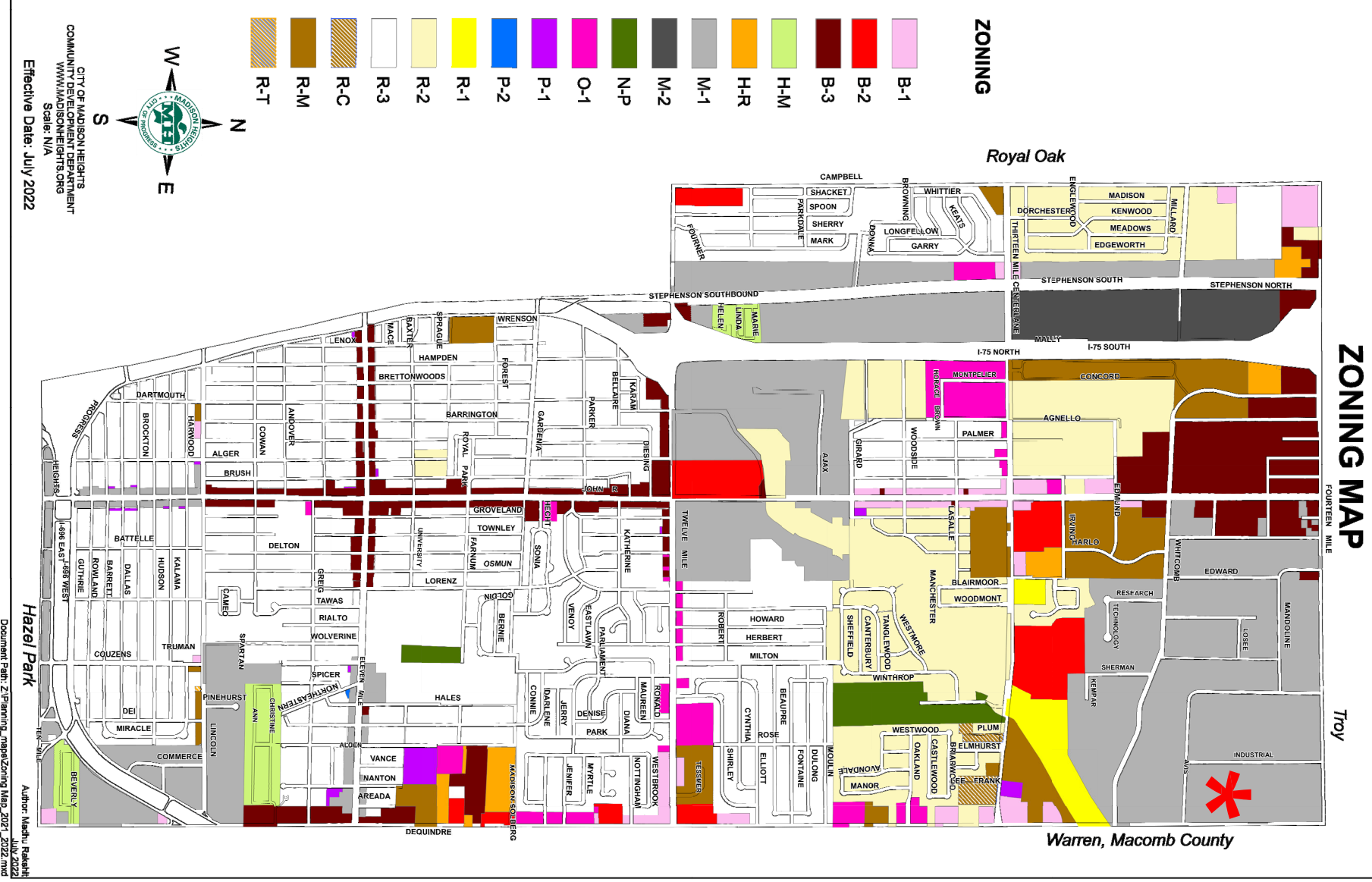
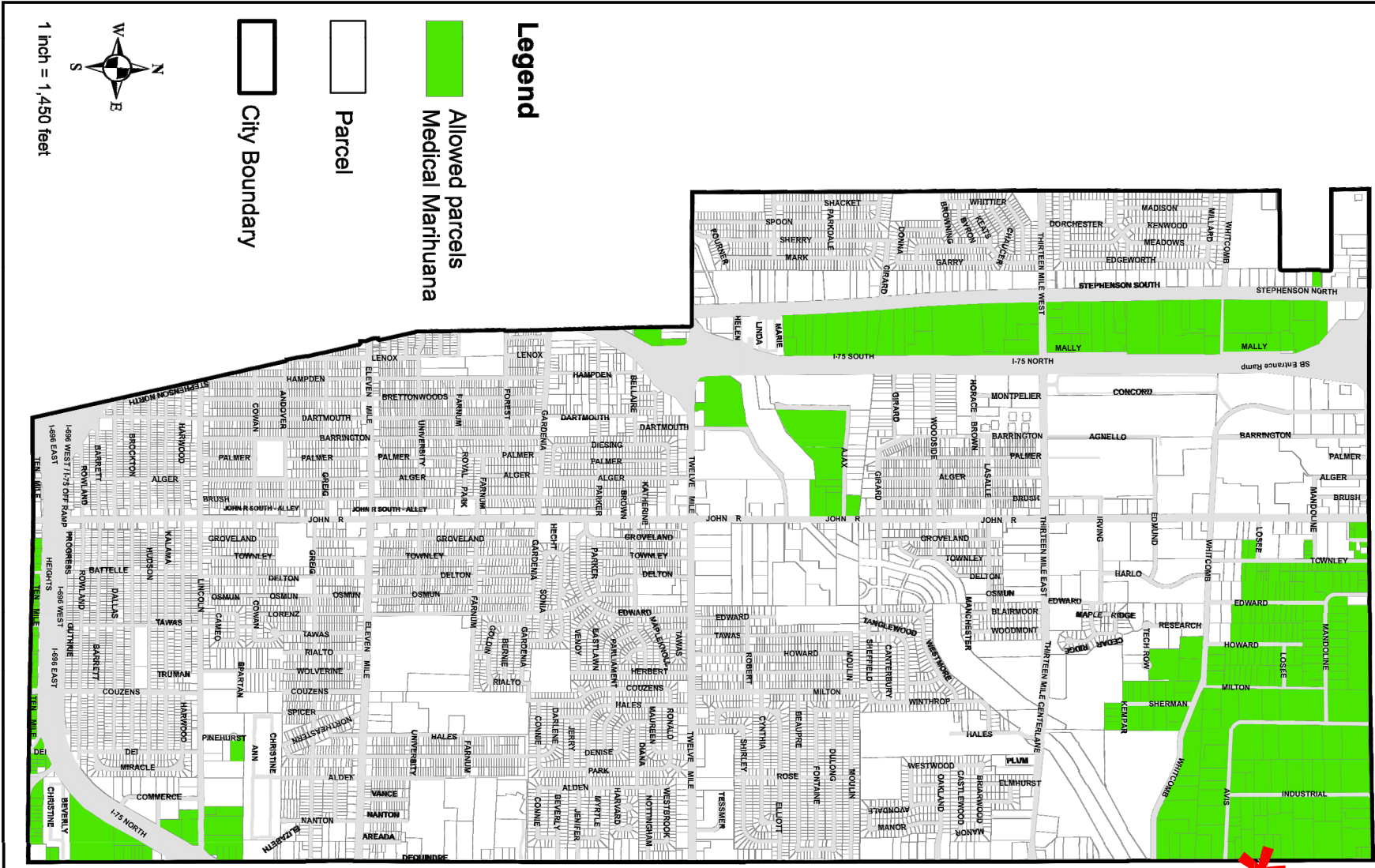
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EXHIBIT A

Allowed Parcels For Medical Marijuana
Updated For Rezoning Approved 7/1/122



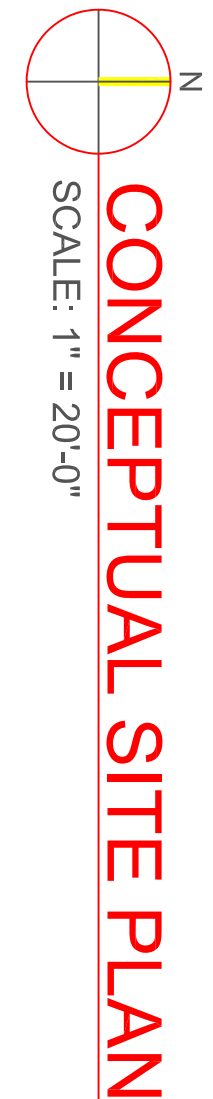
SITE DATA TABLE

SITE AREA	PARCEL 25-01-226-021	
TOTAL: 1.4 A	(60,800 SF)	
ZONED	M-1 LIGHT INDUSTRIAL	
MAXIMUM BUILDING HEIGHT	40 FEET	
BUILDING SETBACK REQUIREMENTS		
SIDES LEAST TOTAL		
FRONT	ONE	TWO
50 FEET (a), (b), (i)	20 FEET (i), (j)	REAR
BUILDING SETBACK ACTUAL	ONE	TWO
50 FEET (a), (b), (i)	20 FEET (i), (j)	REAR
50 FEET (a), (b), (i)	20 FEET (i), (j)	REAR
(e) WHERE THE FRONT YARDS OF 50 PERCENT OR MORE OF THE PRINCIPAL STRUCTURES IN ANY BLOCK IN THE DISTRICT ARE LESS THAN THE MINIMUM FRONT YARD INDICATED ABOVE, THEN ANY BUILDING SUBSEQUENTLY ERECTED ON THAT SIDE OF THE STREET SHALL NOT BE LESS AND NEED NOT BE GREATER THAN THE AVERAGE DEPTH OF THE FRONT YARDS OF SAID STRUCTURES.		
(f) PARKING SHALL BE PROVIDED WITHIN THE REQUIRED FRONT YARD SETBACK. PARKING SHALL BE PERMITTED IN THE FRONT YARD, IN AREAS IN EXCESS OF THE REQUIRED SETBACK, AFTER APPROVAL OF THE PARKING PLAN LAYOUT. POINTS OF ACCESS AND MEANS OF SCREENING BY THE PLAN COMMISSION. THE SETBACK SHALL BE MEASURED FROM THE NEAREST SIDE OF EXISTING OR PROPOSED RIGHT-OF-WAY LINES AS OUTLINED IN THE CITY'S MASTER PLAN AND MASTER RIGHT-OF-WAY PLAN.		
(g) NO BUILDING SHALL BE CLOSER THAN 50 FEET TO THE OUTER PERIMETER (PROPERTY LINE) OF SUCH DISTRICT WHEN SAID PROPERTY LINE ADJUTS ANY RESIDENTIAL DISTRICT.		
(h) NO BUILDING SHALL BE CLOSER TO THE OUTER PERIMETER (PROPERTY LINE) THAN THE HEREIN REQUIRED SIDE YARD, EXCEPT THAT ALONG THE INTERIOR SIDE LOT LINE WHEN SAID PROPERTY LINE IS ADJACENT TO THE M-1 OR M-2 DISTRICTS, THE SIDE YARD MAY BE REDUCED TO THE MINIMUM PERMITTED BY THE ADOPTED BUILDING CODE.		

PARKING CALCULATIONS	
RETAIL:	1 SPACE / 250 SF UFA
PARKING REQUIRED:	4145 SF / 226 = 17 SPACES
INDUSTRIAL:	1 SPACE / 550 SF UFA
PARKING REQUIRED:	8655 SF / 550 = 17 SPACES
TOTAL PARKING REQUIRED:	34 SPACES
TOTAL PARKING PROVIDED:	46 SPACES (INCLUDING 2 ADA)
(4) BIKE PARKING STALLS PROVIDED	



LANDSCAPING NOTE: ALL NEW LANDSCAPING TO BE NATIVE SPECIES AND WILL MEET ALL CITY LANDSCAPING AND TREE ORDINANCES. A PREVIOUS PAN WITH SOME LANDSCAPING NOTES, SIMILAR PROJECT INDCSET YOU ARE LOOKING FOR JUST VERBAGE.
PARKING LOT LIGHTING: ALL LIGHTING TO BE 10' HIGH MAX POLE, MULTI-HEAD LED FIXTURE, DIRECTED AND SHIELDED PER CITY ORDINANCE. ALL LIGHTING PHOTO-METRICS IS DESIGNED PER ORDINANCE AND HAVE FULL CUTOFF AT ALL PROPERTY LINES AS REQUIRED.



CITY SUBMITTAL

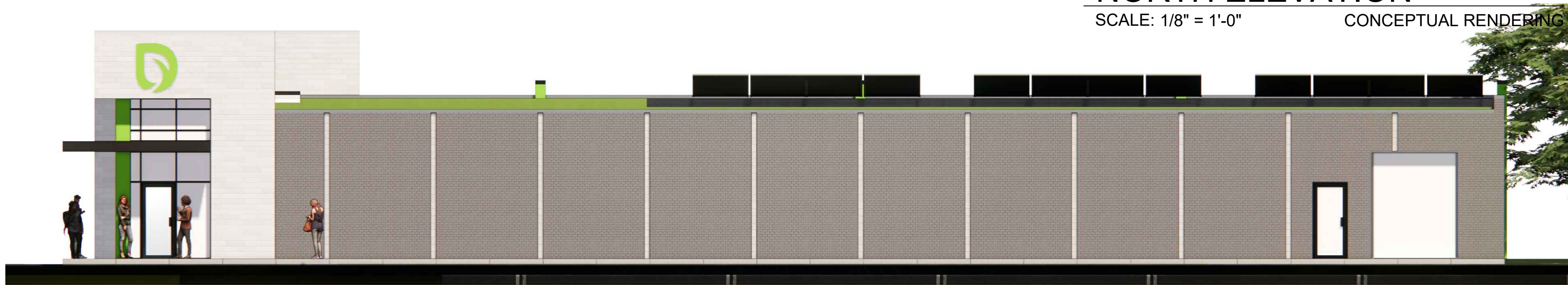
New Site Plan



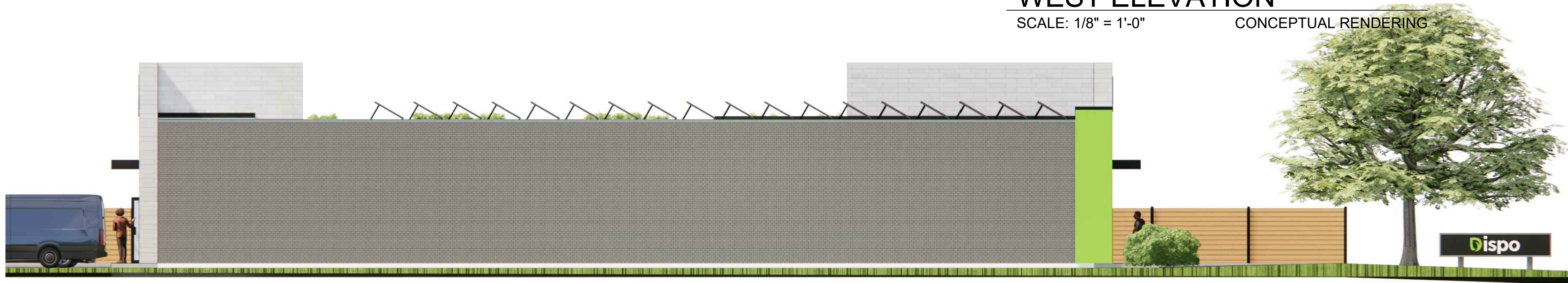
EAST ELEVATION
SCALE: 1/8" = 1'-0" CONCEPTUAL RENDERING



NORTH ELEVATION
SCALE: 1/8" = 1'-0" CONCEPTUAL RENDERING



WEST ELEVATION
SCALE: 1/8" = 1'-0" CONCEPTUAL RENDERING



SOUTH ELEVATION
SCALE: 1/8" = 1'-0" CONCEPTUAL RENDERING



FRONT ENTRY
SCALE: N.T.S. CONCEPTUAL RENDERING



FRONT PERSPECTIVE
SCALE: N.T.S. CONCEPTUAL RENDERING



REAR PERSPECTIVE
SCALE: N.T.S. CONCEPTUAL RENDERING

EXTERIOR RENDERINGS



2022.073

DISPO | MARIJUANA RETAILER + CULTIVATION
32371 DEQUINDRE RD.
MADISON HEIGHTS, MI 48071

CONCEPTUAL DESIGN PACKAGE

JULY 29, 2022

© 2019 STUCKY VITALE ARCHITECTS

DIPSO | MADISON HEIGHTS

DRAWN BY: NAL

SK3.1

Current Look



VIEW FROM REAR LOT TOWARD WEST



VIEW FROM REAR LOT

EXISTING CONDITIONS

THE EXISTING 13,000 SQUARE FOOT BUILDING AT 32371 DEQUINDRE ROAD IS CURRENTLY IN DISUSE AND IN GENERAL DISREPAIR, CURRENTLY NO BUSINESS OCCUPIES THE BUILDING.AND IT IS CURRENTLY UNDERUTILIZED.

THE SITE HAS MINIMAL LANDSCAPE, IS ACCUMULATING LITTER AND IS IN POOR CONDITION. THE EXISTING LANDSCAPE IS OVERGROWN. THE EXISTING BUILDING IS IN IN POOR CONDITION AND OUTDATED, THE BUILDING DOES NOT MEET TODAY'S STANDARD FOR ACCESSIBLE AND USABLE BUILDING AND FACILITIES CRITERIA, DEFICIENCIES IN ELECTRICAL, MECHANICAL AND BUILDING CODE COMPLIANCE CONCERNS.



VIEW FROM THE REAR LOT



VIEW FROM DEQUINDRE



2022.073

DISPO | MADISON HEIGHTS
32371 DEQUINDRE RD.
MADISON HEIGHTS, MI

CONCEPTUAL DESIGN PACKAGE

CITY SUBMITTAL

AUGUST 10, 2022

© 2019 STUCKY VITALE ARCHITECTS

DISPO | MADISON HEIGHTS

SHEET:
EC1.1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is dated November ___, 2023 (“Effective Date”), and entered between ARTIC FOX, LLC d/b/a JARS Cannabis (“Plaintiff”) and the CITY OF MADISON HEIGHTS (“Defendant” or “City”) (collectively referred to herein as the “Parties”).

RECITALS

A. Plaintiff filed a civil cause of action against Defendant on or about November 28, 2022 in the Oakland County Circuit Court, Case No. 2022-197465-CK (the “Lawsuit”). The Lawsuit arose out of disputes relating to the City’s marihuana licensing process.

B. The Parties now desire to settle the Lawsuit in accordance with the terms and conditions of this Settlement Agreement to avoid further costs and expenses and the uncertainty of a trial and appeal and to resolve this dispute as to the claims involved in the Lawsuit.

C. On or about August 9, 2022, Plaintiff submitted a completed City of Madison Heights Co-Located Medical Marihuana Facilities & Adult-Use Marihuana Establishments License Application Packet (“Application”), with additional materials, for one medical marihuana Class C grower license, one medical marihuana processor license, one medical marihuana provisioning center license, two adult use marihuana Class C grower licenses, one adult use marihuana processor license, one adult use marihuana retailer license (collectively “License”).

D. As part of this settlement, Plaintiff will submit a new Application with attachments, drawings, and renderings (“Application”) to the City, to include the changes set forth herein, for a License at 1035 W. 12 Mile Road, Madison Heights, Michigan within thirty (30) days of approval of this Agreement.

E. Plaintiff's affiliate, 1275 Green, LLC, currently owns the parcel at 1035 W. 12 Mile Road and it agrees to purchase the parcel located at 1031 W. 12 Mile and to take all necessary steps to combine the parcels located at 1031 and 1035 W. 12 Mile Road. Plaintiff's affiliate, 1275 Green, LLC, will lease the parcels located at 1031 and 1035 W. 12 Mile Road, Madison Heights, Michigan – currently two parcels to be combined into a single parcel – to Artic Fox, LLC.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Subject to the City Council's approval of this Agreement, subject to the City Council passing an amendment to amend Section XVI of its Medical Marihuana Facilities Ordinance, Section 7-305(d), and amend Section XVII of its Marihuana Establishments Ordinance, Section 7-405(e), to increase the maximum number of marihuana licenses (all six types of licenses) to allow for Plaintiff to obtain its License, and subject to the City amending the Allowed Parcels for Medical Marihuana Map and the Allowed Parcels for Adult Use Marihuana Map to include the parcel at 1035 W. 12 Mile Road, upon receipt of the City's seven license fees and any City inspection fees, Defendant agrees to issue a License to Artic Fox, LLC for 1035 W. 12 Mile Road, Madison Heights, Michigan. The parcel located at 1035 W. 12 Mile Road cannot be added to the Allowed Parcels for Medical Marihuana Map and the Allowed Parcels for Adult Use Marihuana Map until it is rezoned from B-3 to M-1 and it is combined with the parcel at 1031 W. 12 Mile Road.

2. Plaintiff Artic Fox, LLC has agreed to, and will put in its new Application, to donate one hundred fifty thousand dollars (\$150,000) to the City. The Parties agree that Plaintiff will

make such payment at City Hall upon receipt of the License, which is conditioned on City approvals and the conditions listed herein. The Parties agree that the funds will be deposited in the City's General Fund.

3. Upon receipt of a License, Plaintiff shall commence with making an annual \$25,000 twenty-five thousand dollars donation to the City's Marihuana Community Advisory Committee ("Committee") as well as an annual donation of 1% of the preceding year's net profits calculated solely from Plaintiff's Madison Heights operations and designate a representative to serve upon such Committee. Plaintiff shall provide the City with an annual financial accounting of its licensed business operations within the City provided by a certified public accountant and copies of its annual tax filings with the State of Michigan. The Committee will support local organizations and projects from donations provided by the City's Medical Marihuana and Adult-use Marihuana business licensees.

4. The Parties agree that upon receipt of payment of the City's nonrefundable license fees (\$5,000 for each of the seven separate licenses, totaling \$35,000 annually), inspection fees, and the donation set forth in Paragraph 2 above, the City will issue Artic Fox, LLC the necessary licenses if the following occurs, but only if the City Council approves this Agreement, amends its ordinances to increase the maximum number of medical marihuana and adult-use marihuana Licenses, and amends its Allowed Parcels for Medical Marihuana Map and its Allowed Parcels for Adult Use Marihuana Map to include the parcel at 1035 W. 12 Mile Road, combined with 1031 W. 12 Mile Road:

- a. Plaintiff shall cause 1275 Green, LLC, the owner of 1035 W. 12 Mile Road, to acquire 1031 W. 12 Mile Road and lease both parcels, to be combined, to Plaintiff.

- b. Plaintiff must demolish, with proper permits, all structures located at 1031 W. 12 Mile Road, and it must remove all objects from that property within the deadline set forth in this Agreement.
- c. Plaintiff must follow all City processes and procedures to rezone 1035 W. 12 Mile Road from B-3 zoning to M-1 zoning, which includes a Planning Commission public hearing and two City Council meetings, including one additional public hearing, for the rezoning.
- d. Plaintiff must follow all City processes and procedures to request a parcel combination of 1031 W. 12 Mile Road and 1035 W. 12 Mile Road after the City approves the application to rezone 1035 W. 12 Mile Road from B-3 to M-1. Plaintiff must provide the City with proof that it recorded the parcel combination with the Oakland County Register of Deeds prior to the issuance of building permits for 1031 W. 12 Mile Road and 1035 W. 12 Mile Road, with the exception of the demolition permit(s) for 1031 W. 12 Mile Road which may be applied for prior to the parcel combination and rezoning processes.
- e. Plaintiff must remodel the structure (strip mall) located at 1035 W. 12 Mile Road to become its provisioning center/retailer establishment consistent with the timeline set forth herein. However, if Plaintiff determines that a remodel is not feasible and new construction must occur, a new site plan is required.
- f. Plaintiff must build a new detached structure behind its co-located provisioning center/retailer establishment at 1035 W. 12 Mile Road, to become its co-located medical marihuana and adult use grower and processor facility/establishment. The new structure and all site improvements shall meet Zoning Ordinance requirements.

If Plaintiff fails to build the grower/processor structure within the time set forth in this Agreement, Plaintiff forfeits its License and all current and future marihuana licenses in the City.

- g. Plaintiff must place a FLOCK license plate scanning camera system at the entrance of the customer parking lot prior to commencement of retail sales, and it will give the Madison Heights Police Department unhindered live access to the FLOCK camera, camera footage, and any and all data, which must remain operational at all times.
- h. Plaintiff must have security guards during the operating hours of the provisioning center/retailer establishment and additionally when it transports any product to/from the provisioning center/retailer establishment and to/from the grower/processor facility.
- i. The City suggests that Plaintiff reasonably try to obtain approval from the Oakland County Road Commission; MDOT, if required; and any other necessary entity, to close the entrance/exit for 1031 W. 12 Mile Road closest to the I-75 southbound on-ramp and have one right-turn-only entrance and exit to 1035 W. 12 Mile Road. Plaintiff shall close all other entrances/exits after obtaining the required approvals. Plaintiff shall also seek necessary approval from the City Planner, City Engineer, and Planning Commission (if necessary) for the location of the new single entrance/exit through the City's site plan approval process, required by Ordinance.
- j. Plaintiff shall submit a new completed Application, with attachments, to the City within thirty (30) days of the date of approval of this Agreement.

- k. Plaintiff must submit a completed Application for Site Plan Approval of the entire site (1031 and 1035 W. 12 Mile Road) within three (3) months of the date of approval of this Agreement, which can be submitted while Plaintiff is awaiting formal rezoning approval. Plaintiff's Application for Site Plan Approval must contain the following in accordance with the City's Ordinance and the City's procedures:
- i. Construct a parking lot on the area of the property currently known as 1031 W. 12 Mile Road and repave the surface of the existing parking lot as proposed in Plaintiff's revised draft site plan dated October 9, 2023 with the discussed parking lot and green space modifications requested by the City;
 - ii. Remove pavement adjacent to right-of-way/sidewalk along W. 12 Mile Road and construct a minimum five-foot-wide greenbelt with landscape screening;
 - iii. Remove excess curb cuts;
 - iv. Remove the non-conforming pylon sign and replace it with a new decorative monument sign on the 1035 W. 12 Mile lot, subject to approval by the City and subject to zoning standards;
 - v. Put a fence along the property line adjacent to the I-75 ramp and replace the existing chain-link fence with a black metal or vinyl decorative fence, which shall meet the industrial fence standards, including height and setbacks per Section 10.516(j) of the Zoning Ordinance;
 - vi. Site landscaping and screening shall comply with or exceed Section 10.510 of the Zoning Ordinance;

- vii. Exterior lighting shall comply with Section 10.512 of the Zoning Ordinance;
 - viii. Comply with all City Ordinances in all respects;
 - ix. Provide a direct pedestrian connection (minimum 5-foot wide concrete sidewalk) to adjacent public sidewalks per Section 10.506(H) of the Zoning Ordinance; and
 - x. Include specifications and details on the underground stormwater detention area, proposed rain gardens, and permeable pavers, as required per City and County standards, and obtain all necessary permits from the City of Madison Heights, Oakland County, and the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- l. Upon receipt of formal site plan approval, Plaintiff must submit to the City a complete application for Engineering approval of the entire site (1031 and 1035 W. 12 Mile Road) within four (4) months from the date of approval of this Agreement, which can be submitted while Plaintiff is awaiting formal rezoning approval.
 - m. Plaintiff must cause to be submitted to the City a formal application for parcel combination of 1031 and 1035 W. 12 Mile Road within six (6) months of the date of the approval of this Agreement.
 - n. After receiving final Engineering Plan approval, Plaintiff must submit a demolition permit application to the City for building/site demolition work on 1031 W. 12 Mile Road within six (6) months of the date of approval of this Agreement.
 - o. Plaintiff must apply for building and development permits (e.g. mechanical, plumbing, electrical) for the renovation of the strip mall into the provisioning

center/retailer establishment within six (6) months of the date of approval of this Agreement, which shall be no later than three (3) months after final approval of the engineering plans for the entire site.

- p. After receiving final Engineering Plan approval and after Plaintiff finalizes building permit inspections for its provisioning center/retailer establishment, Plaintiff must obtain a Temporary Certificate of Occupancy for its provisioning center/retailer establishment within twelve (12) months from the date of approval of this Agreement but no later than nine (9) months after approval of the final engineering plan. Plaintiff may request a reasonable extension, not to exceed three (3) months, for good cause, which should be submitted to the City's Community Development Department.
- q. After receiving final Engineering Plan approval, Plaintiff must submit to the City a formal building permit and other necessary development plan applications (e.g. concrete, mechanical, plumbing, electrical) for the remainder of the site, including the new parking areas and grower/processor facility, within sixteen (16) months of the date of approval of this Agreement. Plaintiff may request a reasonable extension, not to exceed six (6) months, for good cause, which should be submitted to the City's Community Development Department.
- r. Plaintiff must obtain final Site Plan inspection approval for entirety of the site and final Certificate of Occupancy for its provisioning center/retailer establishment and its grower/processor facility within twenty-four (24) months from the date of approval of this Agreement.

- s. Plaintiff must obtain all required approvals from the State of Michigan pursuant to the MMFLA and MRTMA.

5. In the event that there are circumstances beyond Plaintiff's control, Plaintiff may submit a request to the City's Community Development Department of the proposed timelines set forth in this Agreement for good cause only.

6. Upon approval of this Agreement, Defendant will request to adjourn its pending motion for summary disposition and the Parties will jointly notify the Court that the parties are in ongoing settlement negotiations and request a temporary stay of proceedings.

7. Upon receipt of a License, the Parties will submit a signed stipulated order of dismissal with prejudice and without costs for entry by the Court. The dismissal stipulation shall close the case, but also state that the Court retains jurisdiction to enforce the terms of the settlement.

8. Plaintiff must submit all required applications and documents and pay any required fees for building permits, planning commission review, planning review, engineering review, and any other building or planning process required by Ordinance. In addition, Plaintiff must pay the permit fees and the annual non-refundable license and inspection fees for the License annually and comply with all State and local laws and regulations.

9. Plaintiff's receipt of a License requires it to obtain a certificate of occupancy for its two facilities at 1035 W. 12 Mile Road, Madison Heights in accordance with the City's procedures and within the time set forth herein. Plaintiff may obtain a temporary certificate of occupancy for its provisioning center/retailer facility before completing construction and/or obtaining a certificate of occupancy for its grower/processor facility temporarily, which is described in this Agreement.

10. Plaintiff must retain the License, consisting of seven licenses and shall not at any time drop a License or fail to renew any of the seven licenses. If any of Plaintiff's marihuana licenses are not renewed or the license(s) are revoked by the City or State, Plaintiff forfeits its License (all seven marihuana licenses).

11. Plaintiff acknowledges and agrees that if Plaintiff does not open its grower and processor facility/establishment within the time set forth herein, it shall forfeit its License and forfeit all current and future marihuana licenses in the City.

12. Plaintiff acknowledges and agrees that failure to abide by City ordinances, the commitments contained in this Agreement and its new Application could result in further liability to the City beyond the cash depositions, donation, and license fees, including financial penalties and the revocation of its Licenses, in addition to the forfeiture of all current and future marihuana licenses in the City.

13. Plaintiff acknowledges and agrees that the location of its Licenses (1031 and 1035 W. 12 Mile Road) is non-transferable.

14. Plaintiff acknowledges and agrees that a breach of this Agreement, which shall include any violation of the MMFLA, MRTMA, the City's Ordinances, or any discipline by or violation issued by the Cannabis Regulatory Agency, or the promises and obligations made to the City in this Agreement and its new/amended Application will result in the revocation of its License, consisting of seven separate licenses, if such breach is not cured within ninety (90) days of notice of such breach. Plaintiff may submit a request for hearing to review an allegation of a breach of this Agreement to the City Clerk. The hearing would be with a hearing officer appointed by the City Council. Any involuntary revocation of the License shall result in the closure of all current

and proposed marihuana operations and Plaintiff's forfeiture of all current and future marihuana licenses in the City.

15. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement and each waives the right to make a claim against the other for such costs, attorney fees, or any other expenses associated with the matters being settled here.

16. It is expressly understood and agreed that this Agreement shall not be construed as an admission of liability on the part of any party hereto, for the purpose of this Lawsuit, action, or for purposes of any other action of whatever kind or nature.

17. Except for the obligations set forth in this Settlement Agreement, the Parties hereby absolutely, unconditionally, and irrevocably release and forever discharge each other, their respective officers, directors, shareholders, members, elected and appointed officials, employees, independent contractors, representatives, insurers, attorneys, heirs, successors and assigns, and all persons acting by, through, or in any way on their behalf, from any and all claims, debts, liabilities, causes of action, damages, costs, attorney fees that they or any of the entities identified above, including any corporate entity in which Plaintiff holds or has held an interest or position, may now have or claim to have that were brought, could have been brought, or arise out of the allegations in the Lawsuit, the City's License process, the City's ordinances, or the real estate located at 1031 and 1035 W. 12 Mile Road, Madison Heights, Michigan.

18. The Parties represent and warrant that they have consulted with legal counsel of their choosing in connection with the negotiation and execution of this Settlement Agreement.

19. The Parties acknowledge and agree that they have read and understand this Settlement Agreement and that it may not be altered, modified, or changed in any manner except by a writing duly executed by the Parties. The Parties further acknowledge that, as a result of either

drafting or negotiating specific terms, or as a result of approving language selected by others to state specific terms, they are each equally responsible for the wording of this Settlement Agreement. As a result, the Parties agree that in interpreting the Settlement Agreement, the rule of contractual interpretation and construction that provides that an ambiguity in the terms of an agreement shall be construed against the drafting party does not apply to the interpretation or construction of this Settlement Agreement.

20. The Parties declare and represent that no promise, inducement, or agreement not contained herein has been made to them, and this Settlement Agreement contains the entire agreement between the Parties.

21. This Settlement Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The Parties agree that signatures on this Agreement may be delivered by facsimile or scanned and emailed in lieu of original signatures, which shall be treated as original signatures.

22. This Settlement Agreement shall become effective upon signature of all Parties. Melissa Marsh, Madison Heights City Manager, will sign this Agreement on behalf of the City only if the Madison Heights City Council approves the terms of this Agreement and amends its Ordinances to increase the maximum number of marihuana licenses.

23. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The Parties agree that any action to enforce this Settlement Agreement shall be brought in the Oakland County Circuit Court, State of Michigan. The parties further agree that the Court shall retain jurisdiction over this matter for enforcement of this Agreement only.

24. The City agrees to approve Plaintiff's request, or the request of Plaintiff's Lessor 1275 Green, LLC, to combine 1031 and 1035 W. 12 Mile Road subject to the combined parcel meeting all Zoning Ordinance requirements and only upon a successful rezoning of 1035 W. 12 Mile Road from B-3 to M-1.

25. The execution of this Agreement is contingent upon the following: (a) the Madison Heights City Council's approval of this Agreement, and (b) the City Council passing an amendment to amend Section XVI of its Medical Marihuana Facilities Ordinance, Section 7-305(d), and amend Section XVII of its Marihuana Establishments Ordinance, Section 7-405(e), to increase the maximum number of marihuana licenses (all six types of licenses) to allow for Plaintiff to obtain its License. Further, upon execution of this Agreement by the Parties, the City's obligation to issue a License is contingent upon the following: (a) the City's approval of an application to rezone 1035 W. 12 Mile Road from B-3 to M-1, (b) the City's approval of Plaintiff's request to combine 1031 and 1035 W. 12 Mile Road after they are both zoned M-1, and (c) the City's amendment to the Allowed Parcels for Medical Marihuana Map and the Allowed Parcels for Adult Use Marihuana Map to include 1035 W. 12 Mile Road. If any of the contingencies do not occur, this Agreement is void without costs or fees to any party.

26. By their execution of this Agreement below, the Parties warrant that they have the authority to execute this Settlement Agreement.

[Signatures on the following pages]

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

PLAINTIFF:

ARTIC FOX, LLC

By: Hani Kassab
Its: Member

DEFENDANT:

CITY OF MADISON HEIGHTS

By: Melissa Marsh
Its: City Manager

APPROVED AS TO FORM:

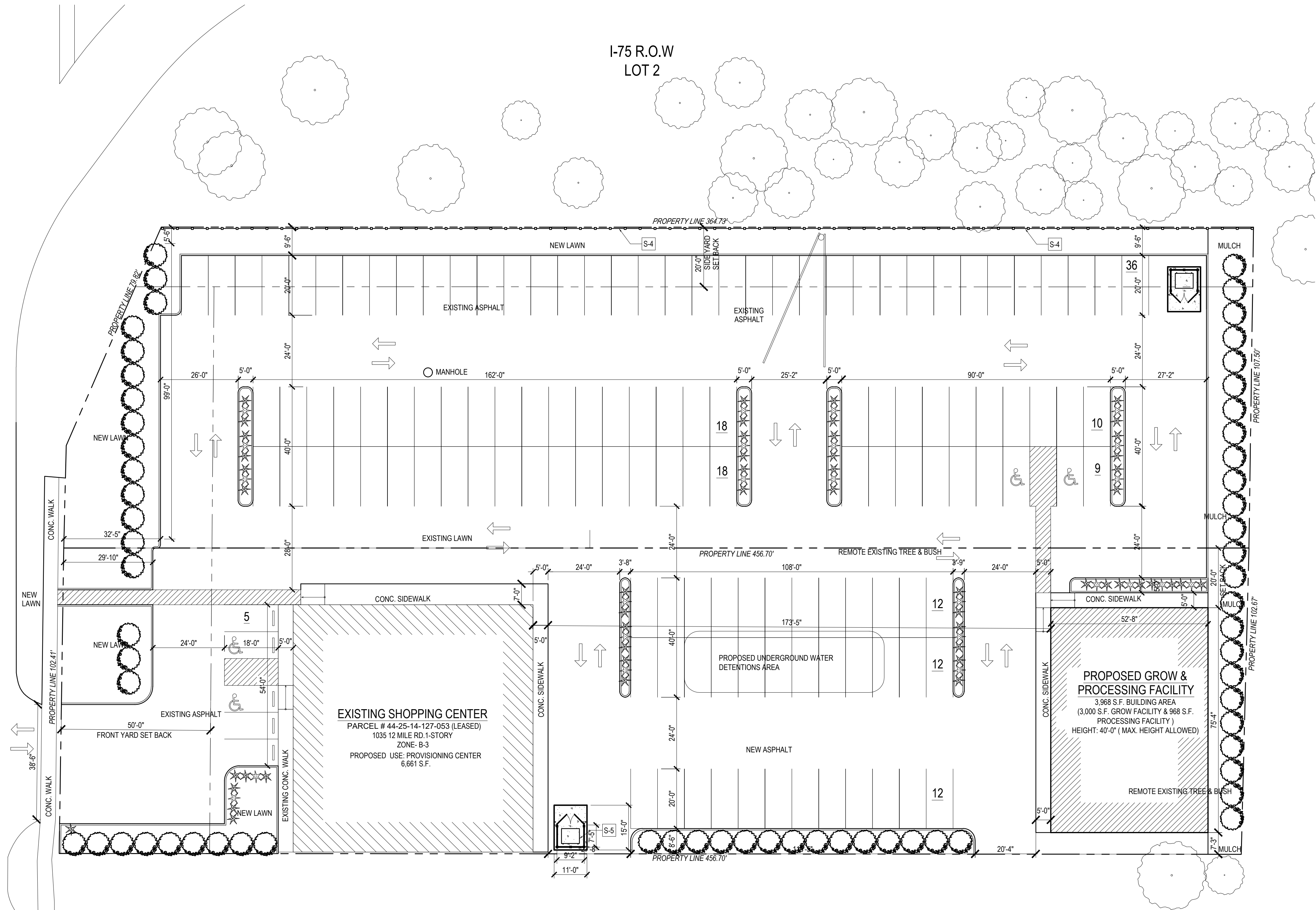
FLEMING YATOOMA &
BOROWICZ, PLC

ROSATI SCHULTZ JOPPICH &
AMTSBUECHLER PC

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12 MILE RD. - 120FT WD.



NEW SITE PLAN
SCALE: 1" = 20'-0"



NEW FENCE

ADJACENT BUILDING

SITE CRITERIA	
SITE USE (EXISTING)	STORAGE/WAREHOUSE
SITE USE (PROPOSED)	MARIHUANA GROW FACILITY: MARIHUANA PROVISIONING CENTER (PERMITTED [SEC. 10.328, (8)(9)])
ZONED M-1 (SEC. 10.401.) LIGHT INDUSTRIAL	FRONT = 50' SIDE = 20' (ONE SIDE ONLY)
SITE AREA SITE AREA (LAND LEASE)	.95 ACRES - 41,518 SF .52 ACRES - 22,712 SF (USED FOR PARKING ONLY)
OUTDOOR STORAGE AREA	NONE PROPOSED
OUTDOOR SALES AREA	NONE PROPOSED
PARKING REQUIREMENTS (SEC. 10.505.)	SEE PARKING CALCULATIONS
APPLICABLE CODES	2015MICHIGAN BUILDING CODE 2017 NATIONAL ELECTRICAL CODE 2015 MICHIGAN MECHANICAL CODE 2018 MICHIGAN PLUMBING CODE 2010 ADA STANDARDS MADISON HEIGHTS, MI - CODE OF ORDINANCES
MBC - USE GROUP	F-1 (AGRICULTURE) PROVISIONING CENTER: M (MERCANTILE)
TRASH ENCLOSURE	A TRASH ENCLOSURE IS PROPOSED. A LIMITED AMOUNT OF REFUSE WILL BE GENERATED BY THE PROVISION CENTER, PROCESSING CENTER, GROW FACILITY. SPECIAL PICK UP OF MARIHUANA WASTE WILL BE SCHEDULED WEEKLY PER MRA RULES.
LEGAL DESCRIPTION	T1N, R11E, SEC 14, SUPERVISORS PLAT OF MORRISON ACRES, LOT 1 EXC THAT PART TAKEN FOR HWY I-75
LEGAL DESCRIPTION (LEASED LAND FOR PARKING)	T1N, R11E, SEC 14, CR83A-1, PART OF NW 1/4 BEG AT PT ON N SEC LINE DIST S 89-24-00 W 215 FT FROM N 1/4 COR, TH S 89-24-00 W 102.41 FT, TH S 02-01-00 E 456.70 FT, TH N 89-24-00 E 102.67 FT, TH N 02-03-00 W 456.70 FT TO BEG EXC N 60 FT TAKEN FOR HWY 0.93 A
PARCEL NUMBER PARCEL NUMBER (LEASED)	PARCEL # 44-25-14-127-049 PARCEL # 44-25-14-127-053

PARKING CALCULATIONS		
PROVISIONING CENTER	1 PER 250 SF UFA	6,861SF/250SF = 27 PARKING SPACES
GROW FACILITY	1 PER 550 SF UFA	3,968 SF/550SF = 8 PARKING SPACES
	TOTAL REQUIRED	= 35 PARKING SPACES
	TOTAL ADA PARKING	= 4 PARKING SPACES
	TOTAL COMPACT CAR PARKING	= 3 PARKING SPACES
	TOTAL PROVIDED	= 132 PARKING SPACES

- SITE PLAN - GENERAL NOTES:**
- CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES IN PLACE UNLESS NOTED FOR REMOVAL
 - ALL CONSTRUCTION METHODS AND MATERIALS SHALL COMPLY WITH CURRENT CITY AND CURRENT MDOT STANDARDS. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS HAVE BEEN ISSUED.
 - ALL DEMOLITION DRAWINGS AND DEMOLITION DETAILS ARE PROVIDED TO SHOW THE GENERAL SCOPE OF THE DEMOLITION WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL DEMOLITION WORK NECESSARY TO ACCOMPLISH NEW WORK. THE DEMOLITION DRAWINGS AND DETAILS MAY NOTE TYPICAL ITEMS IN SOME AREAS, WHICH APPLY IN OTHER AREAS (AND ARE DESIGNATED WITH DASHED, HIDDEN OR STRUCK THRU LINES), CONTRACTOR RESPONSIBLE TO REFERENCE ALL DRAWINGS/ SPECIFICATIONS TO CONFIRM EXTENT OF DEMOLITION WORK.
 - ALL CONSTRUCTION AND DEMOLITION MEANS, METHODS AND SAFETY PRECAUTIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 - CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING AND UNDERSTANDING EXISTING CONDITIONS PRIOR TO BIDDING.
 - ASBESTOS AND OTHER HAZARDOUS MATERIALS WILL BE REMOVED BY OWNER'S ABATEMENT CONTRACTOR PRIOR TO START OF CONSTRUCTION. IF ANY SUSPECTED HAZARDOUS MATERIAL IS ENCOUNTERED, STOP WORK IN THAT AREA AND IMMEDIATELY INFORM THE ARCHITECT AND OWNER.
 - DISPOSE OF ALL DEMOLITION MATERIALS LEGALLY OFF-SITE, U.O.N.

- PROPSODED SITE PLAN - KEY NOTES:**
- [S1] EXISTING ASPHALT PARKING FOR RETAIL (NOT IN LEASE)
 - [S2] NEW PARKING
 - [S3] NEW CURB
 - [S4] NEW FENCE
 - [S5] 8 YARDS DUMPSTER ON CONCRETE PAD, SEE SHEET A0.2 FOR DETAILS

ARCHITECTURAL
ENGINEERING

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3250 W. BIG BEAVER RD.
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jaarcheng.com

PROJECT:
1031 12 MILE RD
MADISON HEIGHTS, MI 48071
CLIENT:
JARS CANNABIS CO.

ISSUED FOR
SITE PLAN APPROVAL

DATE
09-26-2023

NOTES:
1.

Statement of Intellectual Property
The ideas, concepts, drawings and thoughts conveyed herein are the intellectual property of J & A ARCHITECTURAL ENGINEERING, 3250 W. Big Beaver Rd., Troy, MI 48064. This set of drawings, in whole or in part, may not be reproduced, without the written consent of J & A ARCHITECTURAL ENGINEERING. This information is protected under U.S. Copyright Law, all rights reserved.
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DESIGN PROFESSIONAL IN CHARGE:
JOSEPH C. ROCKWOOD
ENGINEER
No. 6201025357
MICHIGAN PROFESSIONAL ENGINEER

SHEET NAME:
SITE PLAN

DATE :
DRAWN BY :
CHECKED BY :
JOB NO :
SHEET:

09-26-2023
AM
JR
22-123

A-0.1

SCALE:



1031 12 Mile Road

Existing Condition

