

**CONDITIONAL AGREEMENT
TO
ISSUE TEMPORARY LAND USE PERMIT**

The Village of Pinckney, a Michigan municipal corporation (hereafter, “the Village”) subject to the terms of this Agreement, enters into this Agreement with property owner, The Means MAAB Partnership, LLC of 5755 Long Pointe Drive, Howell, Michigan 48843 (hereafter, “the owner”) to issue a Temporary Land Use Permit as authorized by Code Sec 152.023(C)(1) based on the site plan for The Means Project at 935 W. M-36 (Parcel # 4714-23-302-050 & 4714-23-302-051) for a Marihuana Grower, Processor and Retail Facility (hereafter, “the Plan”) as approved by the Village Planning Commission on October 4, 2021 for the following work only:

- Interior demolition work, new carpentry, structural steel, roof trusses, metal decking-roofing, HVAC, Electrical and Plumbing
- Soil erosion control consisting of silt fence per Livingston County requirements
- Installation of emergency vehicle path around the back side of the building per approved site plan
- Removal of approximately 20 feet of sidewalk and install stone at the middle entrance to connect the drive and parking lot of the east side of the building
- New footing work on the southeast corner of the building

IT IS HEREBY AGREED AS FOLLOWS:

- A. The Temporary Land Use Permit is issued for a period of 120 days from the signing of the agreement.
- B. The Owner agrees to complete all conditions of approval for the site plan for The Means Project as stated in the Planning Commission approval motion dated October 4, 2021 and comply with any conditions for approved variances by the Zoning Board of Appeals and any approved technical standard waivers from Village Council.
- C. It is understood that after satisfactory completion of the conditions of approval, including MDOT approval and permit for the work to be completed in the right-of-way of M-36, a full Land Use Permit may be issued by the Village Zoning Administrator.
- D. The owner agrees and understands that the Temporary Land Use Permit is issued pursuant to this Agreement by the Village conditioned upon the performance of the requirements of this Agreement, and may be revoked by the Village upon written notice of any material non-compliance with any of the conditions of its issuance as set forth in this Agreement and as provided for in the Village’s Ordinances and Municipal Standards.
- E. No failure or delay on the part of the Village in exercising any right, power or privilege shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege
- F. The owner agrees to provide a Performance Bond in an amount agreed upon between the Design Engineer and the Village Engineer to ensure strict conformance to this Agreement. In the event that the owner fails to comply with the terms of the Agreement, the owner agrees to

grant the Village license to enter on the subject property and conduct any installation or repairs as necessary and the Bond proceeds may be utilized for such purposes.

- G. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties.
- H. This Agreement, together with the Plan with contingencies, contains all the terms and conditions agreed upon by the parties, and no other agreements, written or oral regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties.
- I. The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties, and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have fully executed this Agreement.

PROPERTY OWNER

Date: _____, 2021

Chris Bonk
The Means MAAB Partnership, LLC

VILLAGE OF PINCKNEY

Date: _____, 2021

Rebecca Foster, Village President

Date: _____, 2021

Jill Chapman, Village Clerk