

**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: 11-16-2021, 2021



Chris Bonk
The Means MAAB Partnership, LLC

VILLAGE OF PINCKNEY

Date: 11-9-, 2021

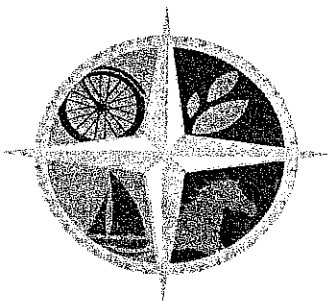


Rebecca Foster, Village President

Date: November 9, 2021



Jill Chapman, Village Clerk



VILLAGE OF PINCKNEY

220 S Howell Street, Pinckney Mi 48169
Phone: 734-878-6206 Fax 734-878-9749

email: zoning@villageofpinckney.org

~~Temporary~~ Land Use Permit Certificate of Compliance Inspection

Items Attached Site Plan or Plot Plan Blue Prints

Fee \$75⁰⁰

Date: 11/18/21

Zoning District: _____

Permit Number: 2021-031-TLU

Information

Job Site Location: 935 W M36

Tax Code #: 14- _____

Name of Applicant: The Means M.A.A.B. Partners Phone #: 517 202 1034

Applicant email: chrisbook@BS Contractor.com

Address of Applicant: 5755 Long Pointe Drive, Howell MI 48843

Name of Owner: The Means M.A.A.B. Partners Phone #: Ship 517 202 1034

Address of Owner: 5755 Long Pointe Drive, Howell MI 48843

Signature of Owner: _____

Type of Project: Fence, Deck, Shed or On-ground Pool Land Use Interior Renovation New Building

Project Description: Minor site work, demo, remodel of existing building. Include new Footings, Roof, interior walls, All new Mechanicals and finishes, per plans

SETBACKS

Front (ROW) 39.23' Rear 1,010' Least Side 42.65' Other Side 203.2'

Dimensions of Structure: Width 323' Depth 237' Height 33'

Primary Structure:

New Home Addition Garage Commercial Other _____

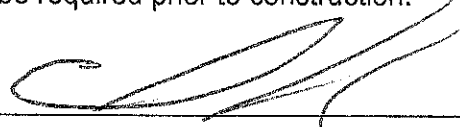
Sq Ft of first story 39,000 Sq Ft of second story _____ Sq Ft of garage _____ Attached/Detached _____

1. A site plan must be attached showing the minimum building set backs, sidewalk, drywell, sewer and water location, final grading plan, and first floor elevation.
2. If applicable, Sewer and Water permit will also be required by the Livingston County Building Department before the trench is buried.
3. If water is requested to be turned on, billing for water and sewer usage will begin from that date.

Approved per Agreement - expires 120 days

- A land use permit shall be applied for at least 14 business days prior to commencement of any activity regulated by the Zoning Ordinance and prior to application for a building permit.
- *Application information.* An application for a land use permit shall include the established processing fee, a village application form and any other information required, including a plot plan or approved site plan in compliance with §§ 152.385et seq. The application shall also include proof of any other necessary village approvals such as re-zonings, variances and special use permits.
- *Review process.* The Zoning Administrator shall confirm that the application fully complies with the requirements of the Zoning Ordinance. Upon approval, the Zoning Administrator shall keep a copy of the approved land use permit, including accompanying plot plans or site plans in the Village Hall.
- *Land use permit.* The Zoning Administrator shall issue a land use permit so as to allow the beginning of construction. Upon issuance of a land use permit, the petitioner shall apply for all necessary building permits from the Livingston County building official and all other relevant agencies.
- *Certificate of compliance.* Upon completion of construction, it shall be the duty of the property owner or his or her designee to contact the Zoning Administrator and request issuance of a certificate of compliance. The certificate of compliance shall be approved if the development is in compliance with the Zoning Ordinance, the Village Technical Standards and any conditions imposed hereunder. Upon issuance of a certificate of compliance, the petitioner shall apply for all necessary certificates of occupancy from the Livingston County Building Official.
- *Expiration.* The land use permit shall become null and void if work for which the permit was issued is not started within six months after the date of the issuance.
- *Revocation.* If the property owner and/or developer deviates from the approved land use permit, the Zoning Administrator shall provide written notice of permit violation in accordance with § 152.022(B).

Certification: I hereby certify that all uses for which this application is made will conform with the Technical Standards and Ordinances of the Village of Pinckney, Livingston County and the State of Michigan. Additional permits may be required prior to construction.

Applicant Signature:  Date: 11-18-2021

This permit has been reviewed by the Department of Public Works for sewer, water, drywell and sidewalk compliance.

DPW Signature: _____ Date: _____

Zoning Administrator Signature:  Date: 11/18/2021

Fee: \$ 7500 Permit Has Been: Approved Denied

Requirements for Final Zoning Compliance

- Final Grading Of Site
- All Storm Water Be Contained On Site
- First Floor Elevation Certificate
- Sewer Hook-up inspected by the Village of Pinckney and Livingston County Building Department
- Water Hook-up inspected by the Village of Pinckney and Livingston County Building Department
- Sidewalk Has Been Installed
- Sidewalk Has Been Waived
- Drywell Installed and approved By the Village of Pinckney
- All Construction Debris Contained And/ Or Removed
- Silt Fence Required

If the above marked items cannot be completed prior to the request for a Final Certificate of Compliance the Zoning Department will require a cash bond for the amount to complete the unfinished marked items above before issuance of a Temporary Certificate of Compliance. Bond will be returned when all items are completed.

Please call in advance for the inspector to schedule your Final Certificate of Compliance. This will help to eliminate any delays in issuance of the Certificate of Occupancy from the Livingston County Building Department.

This Project Did Pass The Zoning Compliance. The Certificate Of Occupancy May Be Issued By The Livingston County Building Department.

Zoning Administrator Inspection: _____ Date: _____

Department of Public Works Signature: _____ Date: _____

B5 CONTRACTOR SERVICES LLC
5755 LONG POINTE DR
HOWELL, MI 48843-9143

2340
74-335/724

DATE 11-18-2021 

PAY TO THE ORDER OF Village of Lindbney
Seven Five 00 00 \$ 75.00

THE STATE BANK
FENTON, MI 48430
GRAND BLANC SOUTH OFFICE

DOLLARS Security Details on Back

FOR Land Use The Means 

⑆002340⑆ ⑆072403350⑆ 04726812⑆

**AMENDMENT TO
THE 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"), and hereby enter into this Agreement and state:

Commented [RF1]: Is he the owner, or is it The Means LLC?

WHEREAS, The Parties entered into a Conditional Agreement on November 16, 2021 for the issuance of a Temporary Land Use Permit for specific interior and specific site work; and

WHEREAS, A Temporary Land Use Permit was issued on November 18, 2021 and expired March 16, 2022; and

WHEREAS, the owner wishes to continue interior renovation and site work in accordance with the terms of the original agreement and requests a 60-day extension;

NOW, THEREFORE, THE PARTIES AGREE to amend said Agreement as follows:

The owner agrees to:

- Limit the scope of work to only those items as outlined in the original agreement
- Continue to secure the necessary approvals to meet all conditions of approval for the site plan for the Means Project as outlined in the Planning Commission Approval.

The Village agrees to extend the Temporary Land Use Permit (Permit #2021-031-TLU) issued on November 18, 2021 until June 6, 2022

Except as expressly amended by this Amendment Agreement as to revised dates, the balance of the November 16, 2021 Conditional Agreement to Issue Temporary Land Use Permit shall remain in full force and effect.

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

PROPERTY OWNER

Date: _____, 2022

Chris Bonk
The Means MAAB Partnership, LLC

VILLAGE OF PINCKNEY

Date: _____, 2022

Rebecca Foster, Village President

Date: _____, 2022

Jill Chapman, Village Clerk

