

March 16, 2021

CERTIFICATE OF APPROPRIATENESS

Marques King
East Jefferson Development Corporation
300 River Place
Detroit, MI 48207

RE: Application Number 21-7126; 14501 E. Jefferson, Jefferson Chalmers Historic Business District

Dear Mr. King:

At the regularly scheduled meeting held virtually on March 10, 2021, the Detroit Historic District Commission ("Commission") reviewed the above-referenced application for building permit. Pursuant to Section 5(10) of the Michigan Local Historic District Act, as amended, being MCL 399.205, MSA 5-3407(5)(10) and Section 21-2-73 of the 2019 Detroit City Code; the Commission has reviewed the above-referenced application for building permit and hereby issues a Certificate of Appropriateness, which is effective as of March 16, 2021.

The following proposed work meets the defined elements of design for the historic district and the Secretary of the Interior's Standards for Rehabilitation and guidelines for rehabilitating historic buildings (36 CFR Part 67).

Per the attached documents, the project consists of the following components:

- The existing surface parking lot will be patched as needed and restriped. The entry will be off the alley; exit will be at East Jefferson Avenue.

Please retain this COA for your files. You should now proceed to obtain a building permit from the City of Detroit Buildings, Safety, Engineering and Environmental Department. It is important to note that approval by the Detroit Historic District Commission does not waive the applicant's responsibility to comply with any other applicable ordinances or statutes.

For the Commission:



Audra Dye
Staff, Detroit Historic District Commission

EAST JEFFERSON AVENUE
150' RIGHT OF WAY

EXISTING CURB CUT

31'-9"

PARKING SURFACE TO BE PATCHED AS NEEDED

PARKING STRIPING DONE PER CITY OF DETROIT ZONING CODE

EXISTING VACANT BLDG.

EXISTING VACANT BLDG.

EXISTING VACANT BLDG.

ADJACENT PROPERTY

MARBOROUGH STREET
60' RIGHT OF WAY

97'-3"

18' PUBLIC ALLEY

20'-1"

11'-8"

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MEMORANDUM

ADDRESS: 14507 E. Jefferson, Detroit, Michigan 48215

FROM: Marques King Design Manager, EJDevCo.

DATE: 2/5/2021

RE: Historic District Commission Review of 14507 E. Jefferson Parking Lot for Marlborough Apts

Remarks:

Dear HDC,

EJDevCo is proposing to restripe and patch an 8 space Surface Parking Lot on 14507 E. Jefferson Avenue in the Jefferson Chalmers Neighborhood. The parcel is currently vacant and zoned for a Commercial use. Parking is allowed as a conditional use approved by zoning.

We are utilizing this parking lot to support the Marlborough Apartments which is a residential apartment project consisting of 23 units spread over two buildings. - 1031 Marlborough & 910 Marlborough. The parking lot will be patched and restriped to provide temporary parking spaces for the 910 Marlborough Building while the permanent parking lot adjacent to the building is being completed. The lot will be leased during this period of time and EJDevCo will maintain it but not own it.

I hope this narrative provides sufficient explanation for this project.

Sincerely,

Marques King,
Economic Development & Design Manager, East Jefferson Development Corporation
mking@ejdevco.com

CC: Derric Scott, CEO of EJDevCo. dscott@ejdevco.com

PARKING LOT LEASE AGREEMENT

This Parking Lot Lease (the "Lease"), is entered into on September ^{24th}, 2020, but made effective on September 1, 2020 ("Effective Date"), is between **REAL DETROIT PROPERTIES, LLC**, a Michigan limited liability company of 14521 E. Jefferson, Detroit, MI 48215 (the "Landlord"), and **EJMS MARLBOROUGH LDHA LLC**, a Michigan limited liability company, located at 300 River Place Dr. Ste #5250, Detroit, MI 48207 (the "Tenant").

1. Description of the Premises. The Landlord owns the building located at 14501-14523 E. Jefferson, Detroit, MI 48215 (collectively, the "Building"). Landlord leases to Tenant and Tenant intends to rent from Landlord a leasehold limited to that portion of 14501 E. Jefferson, Detroit, MI 48215 identified as LOT #9, which measures 97.24 x 31 or 3,014 total square footage and the public alley as depicted and described on **Exhibit A**, which is attached hereto and incorporated by reference (collectively referred to as the "Premises"). The Premises is depicted on Exhibit A which is attached this Agreement.

2. Basic Lease Provisions. The basic Lease provisions are stated below and further explained in the section referenced to the right of each provision:

- (a) Term: 3 years (See § 3)
- (b) Commencement Date: September 1, 2020 (See § 3)
- (c) Termination Date: Earlier of August 31, 2023 or upon an event described in section 3. (See § 3)
- (d) Option to Extend the Term: To be determined at a later date (See § 3)
- (e) Monthly Installment Amount: One Payment of \$1.00 for the Term (See § 4)
- (f) Security Deposit: \$ 0 (See § 5)
- (g) Use: Parking lot (See §10)

3. Term & Termination. This Lease shall be for a term stated in Section 2(a) commencing on the Effective Date (the "Commencement Date") and shall immediately terminate at the earlier of: (i) August 31, 2022, or (ii) when Landlord commences development plans or construction on the Building or Premises, or (iii) when the Building and/or Premises become unsafe for the general public as determined by Landlord in its discretion or as determined by state and local authorities, or (iv) upon Tenant's breach of this Agreement, or (v) if there is insufficient general liability insurance covering the Building and Premises, or (vi) upon notice from any state or local authority or ordinance to terminate the use of the Building or Premises. In the event that Landlord decides that it wants to commence development or construction of any portion or all of the Property (which includes the Premise), then Landlord shall provide Tenant with four (4) months prior written notice of Landlord's planned development or construction ("Notice of Lease Termination") and this Lease shall automatically and immediately terminate one hundred and twenty (120) days after the date of the Notice of Lease Termination.

4. Minimum Rent. Tenant shall pay to Landlord as Rent the sum stated in Section 2(e), which is payable in one installment due in advance upon the Effective Date of this Agreement. All rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may designate in writing, without any prior demand and without any deduction or offset.

5. Taxes. Landlord shall pay or cause to be paid all real property taxes and special assessments levied against the Building including the Premises. Additionally, Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant and located on the Premises. In addition, the

Tenant shall pay all other taxes (e.g. local tangible personal property taxes) associated with the Premises that arise out of its use as a parking lot.

6. Maintenance, Repair & Utilities. Tenant shall maintain and repair and keep the Premises in good condition and repair, and shall establish a protective fence along the LOT 10 and 11 as depicted on Exhibit A. Tenant may install and shall be responsible for all trash containers and related disposal and pickup of such trash at the Premises. Tenant acknowledges that Landlord is not providing any utilities at the Premises or the Building and if Tenant desires the use of utilities, then then Tenant, at its sole cost and expenses, may install separately metered utilities at the Premises. Tenant may not make any repairs and replacements to the Building or the Premises without Landlord's prior written consent. Tenant shall, at its sole expense, will be responsible for the maintenance, landscape and snow removal for the Premises during the Term. Tenant acknowledges that there is no electricity or other public or private utilities at the Building and/or Premises.

7. Insurance. Tenant shall maintain in full force and effect through the Term of this Lease general liability insurance policies covering the Building, including any improvements to the Building and at an agreed upon value. Such insurance shall provide the broadest coverage then available, including coverage for reimbursement for expenses incurred as the result of damage or destruction to all or a part of the Building. Additionally, Tenant shall maintain in full force and effect policies of broad form general liability insurance providing coverage for the Premises, including without limitation all common and parking areas (which includes the public alley), with policy limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence, exclusive of defense costs, and without any provision for a deductible or self-insured retention. In the event any policy or policies of insurance which Tenant is required to maintain shall be written on a "claims made" insurance form, each policy shall have a "retroactive date" which is not later than the Commencement Date. Furthermore, should insurance coverage be written on a claims made basis, Tenant's obligation to provide insurance shall be extended for an additional period equal to the statute of limitations for such claims in the State of Michigan on the Termination Date, plus one year. Tenant shall indemnify Landlord and save Landlord harmless from any liability or claim for damages which may be asserted against Landlord by reason of any accident or casualty occurring on or about the Premises. In addition, Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance obtained by Tenant on the Building and Premises is in effect and that Landlord is listed as a loss payee on each policy and providing that Landlord shall be notified in writing at least 30 days prior to cancellation of any material change in or renewal of any insurance policy on the Building or Premises. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties. Possession will not be delivered until satisfactory proof of insurance is provided to Landlord.

Any personal property kept on the Premises by Tenant shall kept at the Premises at Tenant's sole risk and cost. All insurance policies which Tenant is required to maintain shall, in addition to any of the foregoing, be written with carriers authorized to write such business in the State of Michigan and having an A.M. Best & Co. rating of no less than A-8; name Landlord as named insured; be endorsed to provide, to the extent available, that they shall not be cancelled or changed materially in any manner adverse to Landlord for any reason except on thirty (30) days' prior written notice to Landlord; and provide coverage to Landlord whether or not the event or occurrence giving rise to the claim is alleged to have been caused in whole or in part by the acts or omissions or negligence of the Landlord. At Landlord's option, either certificates of insurance evidencing the coverage and endorsements required hereby or the original policies shall be delivered by Tenant to Landlord prior to the date thereof, together with receipts evidencing payment of the premiums. Tenant shall deliver certificates of renewal for such policies to Landlord not less than thirty (30) days prior to the expiration dates thereof. Insurance provided by Tenant may be in the form of blanket insurance

policies covering properties in addition to the Premises or entities in addition to Tenant; provided, however, that any overall aggregate limit of liability applicable to Landlord or the Premises shall be independent from any overall or annual aggregate applicable to other entities or properties.

If Tenant fails to provide any of the insurance or subsequently fails to maintain the insurance in accordance with the requirements of this Lease, Landlord may, but is not required to, procure or renew such insurance to protect its own interests only, and any amounts paid by Landlord for such insurance will be Additional Rent due and payable on or before the next Rent Day. Landlord shall also have the right to require as Additional Rent an insurance escrow under the same terms as set forth in Section 7 above. Landlord and Tenant agree that any insurance acquired by Landlord shall not cover any interest or liability of Tenant.

8. Damage by Fire or Other Casualty. It is understood and agreed that if the Premises or the Building are damaged or destroyed in whole or in part by fire, damage or other casualty during the Term and due to the use of the Premises by Tenant, then this Lease shall immediately terminate.

9. Use. Tenant shall use and occupy the Premises for the purpose stated in Section 2(g) and for no other purpose without the prior written consent of the Landlord. Tenant shall not intentionally and knowingly use the Premises (which includes the public alley) for any purpose or in any manner in violation of any law, ordinance, rule or regulation adopted or imposed by any other governmental agency. The Tenant shall not deface or injure the Premises or the Building, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the Building, or permit any activity in the Premises which will result in an increase of any premium, or cancellation of a policy, for insurance on the Premises or the Building.

10. No Construction of Leasehold Improvements. Landlord is not obligated to construct or provide any improvements to the Premises or the Building. The Tenant agrees not to construct on the Premises and accepts the condition of the Building and Premises "*As-Is, Where-Is and With All Faults and without any representation or warranty whatsoever*".

11. Operations. Tenant's operations in conjunction with the Premises shall meet the requirements set forth below.

(a) Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish, and

(b) Tenant shall keep the outside areas immediately adjoining the Premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in those areas. Tenant shall water and maintain any flowers, shrubs and/or trees located immediately adjoining the Premises.

12. Restrictions on Tenant's Activities. Without the Landlord's written consent, Tenant shall not engage in the activities listed below.

(a) Tenant and Tenant's employees, agents and invitees shall not solicit business in the parking or other common areas of the Building or Premises, nor shall Tenant or its employees, agents or invitees distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas without Landlord's prior written consent.

(b) Tenant shall not install any music system for the Premises without the Landlord's prior written consent. No aerial satellite dishes, antennas or receivers shall be erected on the roof or exterior walls of the Building or Premises.

(c) Tenant and its employees, agents and invitees shall not park any vehicle on the Building or Premises except in areas which are designated by Landlord for that use.

(d) Tenant shall not allow its employees, customers, agents or invitees to consume alcoholic beverages within the building or the Premises or any of their appurtenances such as parking lots.

13. Assignment and Subletting. Tenant agrees it shall not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of the Landlord. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord's right to assign this Lease is and shall remain unqualified. Upon any transfer of Landlord's interest in the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all obligations of the Landlord under this Lease and shall not be subject to any liability resulting from any act or omission or event occurring after the conveyance. Tenant agrees to recognize the transferee as Landlord, and Tenant further agrees, at Landlord's request, to execute and deliver such documents and estoppel letters as Landlord may request to assist in that transfer.

14. Estoppel Letter. Upon not less than 10 days' prior written notice from Landlord, Tenant shall sign and deliver to Landlord an estoppel letter that:

(a) Certifies that this Lease is unmodified and in full force and effect (or, if modified, states the nature of the modification and certifies that this Lease, as so modified, is in full force and effect);

(b) Acknowledges that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying the default if any are claimed;

(c) Certifies the date to which all forms of rent have been paid;

(d) Certifies the amount, if any, of the security deposit paid to Landlord; and

(e) Certifies or verifies any other information requested or required by Landlord or Landlord's mortgagee.

Tenant's failure to deliver such an estoppel letter within the 10 days shall be conclusive upon Tenant that:

(a) This Lease is in full force and effect, without modification except as may be represented by Landlord;

(b) There are no uncured defaults in Landlord's performance;

(c) Not more than one month's rent has been paid in advance; and

(d) No security deposit has been paid except as may be represented by Landlord.

15. Acceptance of Premises. The occupancy by Tenant of the Premises shall constitute an acknowledgment by Tenant that the Premises are then in the condition called for by this Lease.

16. Damage or Destruction. If, during the term of this Lease, the Building or Premises are partially or totally destroyed by fire or casualty, then Landlord in his sole and complete discretion may repair the Building or Premises, or if the condition of the Premises is deemed unsafe by Landlord in his sole discretion, then Landlord may immediately terminate the Lease.

17. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part to be taken from the day the possession is acquired by the public authority, and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord.

18. Alterations and Signage. Other than the installation of the fence as depicted on Exhibit A, no improvements, alterations, additions, or physical changes shall be made upon the Premises by Tenant without the prior written consent of Landlord and state/local ordinances. Tenant shall not paint or decorate any part of the exterior of the Premises as well without the prior written consent of the Landlord. Notwithstanding to the aforementioned, Tenant shall have the right to make improvements to the Premises which shall include paving and striping, provided Tenant has submitted plans and drawings to the Landlord and obtained written consent of Landlord.

The Tenant hereby agrees that it will not place or maintain on any exterior door, wall or window of the Premises any signs, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises which is not in conformity with all applicable governmental rules and regulations and the rules and regulations of the Building as set forth by the Landlord and further, without first obtaining the Landlord's prior written approval. The Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. The Tenant further acknowledges that the Landlord may, at its option, regulate the lettering size, style and color of Tenant's sign so that all signs in the Building are of a like size, color, style of lettering and like material. The Tenant agrees that it will conform its sign to that as regulated by the Landlord for the general use in the Building, regardless of how and in what manner the Tenant normally designs its name for use in its sign and further regardless of whether or not the Tenant uses the form and style of its sign as a trademark.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the termination of the Lease; provided, however, that Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

19. Remedies and Default. If Tenant shall of any term of this Lease, then Tenant shall have 3 days to cure such breach after written notice from the Landlord; or if Tenant shall default in the performance of any other covenant or condition of the Lease and shall not cure such other default within 7 days after written notice from Landlord specifying the default; or if Tenant or its agent shall falsify any report to be furnished to the Landlord pursuant to the terms of this Lease; or in case Tenant shall be adjudicated a bankrupt or make any assignment for the benefit of creditors; then, in any such event, Landlord may either: (1) terminate this Lease; and/or (2) reenter the Premises, without terminating this Lease, and dispossess Tenant or any other occupant of the Premises and remove Tenant's effects

and relet the same for the account of the Tenant for such rent and upon such terms as shall be satisfactory to Landlord, crediting the proceeds, first to the costs and expense of reentry, alterations and additions, and the expense of reletting, and then to the unpaid rent and the other amounts due during the remainder of the term. Tenant shall remain liable to Landlord for any unpaid balance.

In case suit shall be brought for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant on the part of the Tenant to be kept or performed, and a breach shall be established, the Tenant shall pay to the Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

20. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours to inspect and access the Premises to do perform any needed activity, including without limitation, to install, maintain, use, repair and replace, pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises. Landlord shall also be entitled to access the Premises to assess or conduct developmental and environmental testing for any planned redevelopment of the Building and/or Premises. However, Tenant shall not be entitled to access or enter the Buildings without Landlord's prior written consent.

21. Rules and Regulations. Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Building which are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees and licensees shall comply with all those rules and regulations. Any such rules shall not dictate the days or time of business operation.

22. Waiver. The failure of the Landlord to insist upon a strict performance of any of the terms, covenants or conditions of this Lease or rules and regulations of the Building shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions or rules and regulations. This Lease may not be changed, modified or discharged orally.

23. Notices. All notices required under this Lease shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to the Landlord or to Tenant at their respective addresses set forth above, or to such other address as either party may furnish in writing during the term of this Lease.

24. Quiet Enjoyment. Landlord covenants and agrees with Tenant, its successors and assigns, that upon Tenant's paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, have, occupy, possess and enjoy the Premises for the full term of this Lease.

25. Subordination and Attornment to Mortgage. Any mortgage now or hereafter placed upon the Premises shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant hereby subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination including, if requested, an estoppel letter as set forth in Section 14. If Tenant fails to supply the estoppel letter, the provisions in Section 14 to cover that failure shall apply. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant shall breach any of the provisions of this Lease and the lease term of Tenant's right to possession shall have been lawfully terminated in accordance with the provisions of this Lease. Notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure

thereof, Tenant's possession and right of use under this Lease in and to the Leased Premises shall not be disturbed by such lien or unless and until Tenant shall breach any of the provisions of this agreement and Tenant's rights shall have been terminated in accordance with the provisions of this Lease.

26. Building Revisions by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the Building and or Premises including such changes to the parking lot, driveways, signs and sidewalks, by making additions to, subtractions from, or rearrangements of the improvements in the Building, so long as the revisions do not materially affect the Tenant's use of the Premises.

27. Holding Over. In the event Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy, except that the rent shall increase to 2 times the rent owing at the end of the lease term. The month-to-month tenancy shall be cancelable by either party upon 30 days written notice to the other.

28. Recording. The Tenant shall not record this Lease without the written consent of the Landlord; however, upon the request of either party the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises and the term of this Lease and shall incorporate this Lease by reference.

29. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

30. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Oakland Wayne, Michigan. If any provision of this Lease or the application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

31. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding upon the Landlord, its successors and assigns, and shall be binding upon Tenant and permitted assigns of Tenant.

32. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed.

33. Exhibits. The following exhibits are attached to and a part of this Lease:

Exhibit A – LOT 9 of 14501 E. Jefferson Ave, Detroit, MI 48215 (of Parcel #21-000597-9)

34. Time is of the Essence. Time shall be of the essence of this Agreement.

35. Effective Date. The parties have caused this Agreement to be signed and it shall be effective as of the day and year first above written.


Signatures are on the following page

The remainder of this page is intentionally left blank

Signature page to the Parking Lot Lease

DATE: September __, 2020

LANDLORD:
REAL DETROIT PROPERTIES, LLC


10/8/2020
By: Steven Nofar
Its: Authorized Representative

TENANT:
EJMS MARLBOROUGH LDHA, LLC

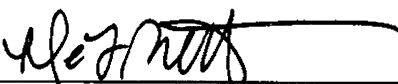

By: Derric Scott
Its: Authorized Representative

Exhibit A

RED DASHES ARE A FENCE TO BE INSTALLED BY TENANT AT ITS COST

