

**TO:** Downtown Development Authority Board of Directors

**FROM:** Andrew Haan, Executive Director

**DATE:** January 19, 2017

**RE:** January 2018 Meeting

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The next regular meeting of the Kalamazoo Downtown Development Authority is scheduled to take place on Monday, January 22, 2018 at 3:00 p.m. in the Community Room, City Hall - 241 West South Street.

AH  
Attachments

pc: Michael O'Connor  
City Clerk

[Type text]

**The Downtown Development Authority** exists to correct and prevent deterioration in the downtown district; to encourage historical preservation; to create and implement development plans in the district; and to promote the economic growth of the district.

**DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS REGULAR MEETING AGENDA**

**DATE:** Monday, January 22, 2017

**TIME:** 3:00 p.m.

**PLACE:** Community Room, City Hall

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ADOPTION OF AGENDA**

- Changes or additions
- Recommended motion : Adopt

**IV. MINUTES – December 18, 2017**

- Edits or additions
- Recommended motion: Approve

**V. FINANCIAL REPORT –**

- 2 MILL and TIF December 2017
- TPM November 2017
- Discussion and questions
- Recommended motion: Accept

**VI. ACTION ITEMS**

- Stamped Robin Sign Grant
- Recommended motion: Accept recommendation of Project Review Committee to approve grant

**VII. DISCUSSION ITEMS**

- A. Downtown Report
- B. Year ahead

**VIII. COMMITTEE REPORTS (Time Permitting)**

- A. Transportation, Parking, & Mobility
- B. Capital Improvements
- C. Project Review
- D. Citizens Council
- E. Safety

**IX. DIRECTOR COMMENTS**

**X. PUBLIC COMMENTS**

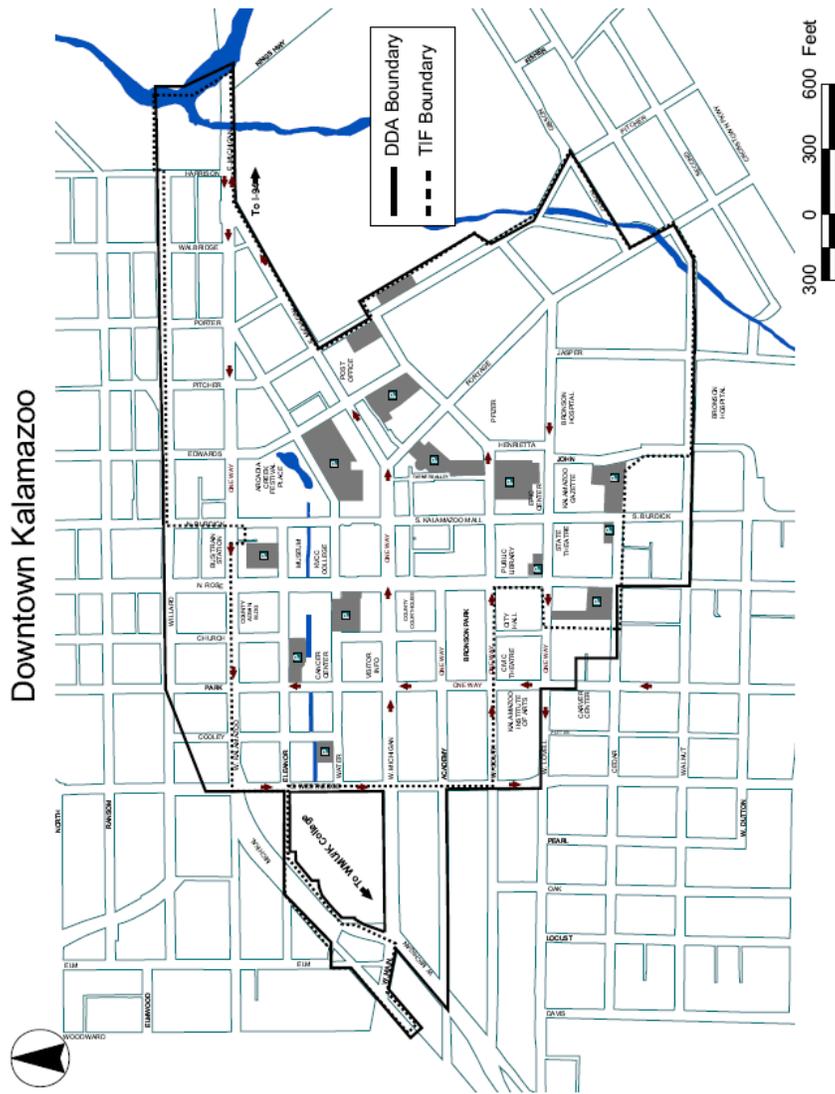
**XI. ADJOURNMENT**

**The Downtown Development Authority** exists to correct and prevent deterioration in the downtown district; to encourage historical preservation; to create and implement development plans in the district; and to promote the economic growth of the district.

DOWNTOWN DEVELOPMENT AUTHORITY  
MEETING PROCEDURES

1. A person may speak on “Action or Discussion” items on the Downtown Development Authority’s agenda. The Chairperson will ask for people’s comments as each of these agenda items are discussed.
2. To address the Downtown Development Authority, please clearly state your name and business or home address for the record so that a response to your inquiry can be completed if necessary. Please limit your comments to four minutes.
3. Comments on non-agenda items are reserved for “Public Comments” agenda item prior to adjournment of the meeting.
4. Out of respect for business being conducted during the meeting, please turn off all cell phones and pagers prior to the start of the meeting.

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**DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS  
REGULAR MEETING MINUTES  
DECEMBER 13, 2017**

**DIRECTORS PRESENT:** Greg Taylor, Derek Wissner, Carl Brown, Mayor Bobby Hopewell, Patti Owens, Stephanie Hinman, Susan Lindemann, Bob Miller, Grant Fletcher, Jeff Breneman, Bjorn Green.

**DIRECTORS ABSENT:** None

**STAFF PRESENT:** Andrew Haan, Sue Huggett, Deb Houseman, Patrick Halpin

**OTHER:** Michael O'Connor, Leslie Hoffman, Chris Shook

**I. CALL TO ORDER**

Director Taylor called the meeting to order at 3:01p.m.

**II. ROLL CALL**

Directors present: Carl Brown, Derek Wissner, Bob Miller, Jeff Breneman, Bjorn Green, Patti Owens, Grant Fletcher, Stephanie Hinman, Mayor Bobby Hopewell, Susan Lindemann, and Greg Taylor.

Directors absent: none.

**III. ADOPTION OF AGENDA**

A. Haan noted an addition to the agenda, item number five, Downtown Financial Position and 2018 Outline.

**DIRECTOR FLETCHER MOVED TO ADOPT THE AGENDA WITH THE ADDITION OF ITEM NUMBER FIVE, SUPPORTED BY DIRECTOR LINDEMANN. MOTION CARRIED.**

**IV. MINUTES – November 16, 2017**

**DIRECTOR OWENS MOVED TO ADOPT THE MINUTES AS PRESENTED, SUPPORTED BY DIRECTOR GREEN. MOTION CARRIED.**

**V. DOWNTOWN FINANCIAL POSITION AND 2018 OUTLINE**

A Haan provided an overview of the history of organization, its accomplishments, and current financial challenges. For the past twenty-eight years, DTI, DKI, and the DDA has been very impactful. A majority of the work accomplished was funded through the downtown TIF, which for many years generated adequate revenue to fund the work of the DDA. By the year 2000 TIF generated two million dollars per year, 2008 the amount equaled almost 3.6 million, and this year, in comparison, the amount dropped to 1.2 million. There will be no TIF revenues in 2018.

A Haan gave an overview of trends that have contributed to the decline of the TIF. \$50 million in value has been lost on former industrial parcels downtown, representing a 62% loss in value of those parcels.

Conversely, the balance of downtown has more than doubled in value. Consequently, the overall value of the district is lower than the baseline set in 1989, leaving no increment, and inadequate revenue to support downtown operations.

**Executive Director Haan laid out three options for continued downtown operations:**

1. Do nothing

The DDA would remain as-is. If current service agreements were funded, and debt obligations paid, DDA would be insolvent in less than one year.

2. Do something safe

Make incremental changes to DDA TIF, including a reset baseline and new TIF plan. This would get TIF out of negative territory, and allow for a slow climb towards adequate revenues to fund downtown. It would however, also leave the DDA vulnerable to continued tax appeals.

3. Do something transformational.

Overhaul downtown TIF to focus on public infrastructure improvements under one of three scenarios:

1. Substantially updated DDA TIF, including a reset baseline, a new TIF plan, and boundaries that would eliminate liability of former industrial parcels and potential continued tax appeals.

2. Corridor Improvement Authority Qualified Development Area TIF

3. Targeted Reinvestment Area Brownfield TIF.

Business Improvement District

Pursue creation of a Business Improvement District to be funded through a special assessment on downtown parcels. Target funds generated for support of clean and safe initiatives, beautification, etc.

Revenue-positive events

Create new events to drive downtown traffic and organizational revenue.

Annual fund drive

Seek additional private sector support for downtown activities from foundations and businesses outside of district which benefit from active, healthy downtown

**Executive Director Haan outlined key areas of work for DKI in the coming year:**

- Updated organizational model to include revisions to board and committee structure
- A focus on engagement and inclusion. To be accomplished in part through new,

visible, accessible location at 162 E. Michigan, educational programming, and opportunities to serve organization.

- New brand for downtown and the management organization
- Focus on a sustainable and reliable model.
- Robust retail strategy, to include professional development opportunities for retailers/restaurateurs, and a business development staff person in Q3 2018.
- Downtown infrastructure planning
- New parking plan and updates to management contract
- Arcadia Creek Festival Place analysis and plan

Director Hopewell inquired about the time line for the ACFP market analysis. A. Haan stated that the market analysis is expected to be completed within six months.

Executive Director Haan informed the board that the work and path forward would not have been possible without assistance and partnership of City of Kalamazoo and its administration.

Jeff Chamberlain commented that this work is critical, and is solutions-based.

Director Brown asked for clarification on the state of the downtown tax landscape. A. Haan responded that there are not believed to be any imminent reassessments pending.

Director Owens asked for explanation on restructuring of the TIF boundaries. A. Haan explained that there are opportunities to review current boundaries, and that expansion could allow for funds generated in CBD to be invested in other adjacent areas to stimulate private sector investment.

Director Owens expressed the thoughtfulness, on behalf of staff, and renewed cooperation between the city of Kalamazoo and DKI for the good of the entire community.

## **VI. FINANCIAL REPORT**

D. Houseman reviewed the 2 Mill, TIF and TPM November 2017 financial statement. There were no questions or discussion.

**DIRECTOR OWENS MOVED TO APPROVE THE MONTHLY 2 MILL, TIF, AND TPM FINANCIAL STATEMENT. SUPPORTED BY DIRECTOR WISSNER. MOTION CARRIED.**

D. Houseman reviewed the amended 2 MILL TIF, AND TPM 2017 budget.

Director Wissner questioned if the deficit would be corrected with the fund balance, and how that would affect the fund balance.

D. Houseman noted that total DDA projected ending fund balance is \$1,029,633

**DIRECTOR WISSNER MOVED TO APPROVE THE 2017 YEAR-END AMENDED BUDGET. SUPPORTED BY DIRECTOR LINDEMANN.**

**ROLL CALL VOTE:**

**YEAS –GREG TAYLOR, DEREK WISSNER, BOB MILLER, JEFF BRENNAMAN, , MAYOR BOBBY HOPEWELL, SUSAN LINDEMANN, GRANT FLETCHER, STEPHANIE HINMAN, CARL BROWN, PATTI OWENS, BJORN GREEN.**

**NAYS – NONE.**

**ABSTAINED – NONE. MOTION CARRIED.**

## **VII. PUBLIC HEARING/ACTION ITEMS**

### **1. Review and discussion**

#### **A. Parking**

L. Hoffman reviewed the 2018 TPM Budget. A. Haan mentioned proposals for potential sales on two surface lots for development projects. These sale revenues would be added to the TPM budget, but loss of revenues will present challenges to budget.

Director Green asked what the percentage of total parking spaces were that were lost in the sale of ramp 4 and other surface lots compared to total space, and the correlation between the loss of parking spaces and reduction of operations expenses. L. Hoffmann noted that savings are found in the maintenance of the ramps and lots, particularly with snow removal. Operating expenses equal 6% reduction, compared to approximate 20% loss of spaces.

Director Wissner asked how the sale price of parking ramps and surface parking lots are negotiated. A. Haan commented the properties are owned by the city, sales are based on the appraised value of the property.

Director Taylor asked whether proposed revenue budgeted for 2018 does reflect the sales. L. Hoffman noted that it does not reflect the sale of any property.

Director Taylor restated that the meeting is now in the public hearing phase.

**B. DDA 2 Mill** - Haan reviewed the DDA 2 MILL budget proposed for 2018. Director Green expressed concerns over the TPM budget, due to deficit. Noting that a further cut of 5% would break even. A. Haan noted that significant spending adjustments had been made from initial drafts, also highlighting that loss of operational revenues from Ramp 4, and rate and enforcement adjustments that were not made as planned in TPM 5 year budget.

Further adjustments will be made as possible to balance TPM budget. L. Hoffman commented on the fluctuation of outside contractor expenses due to the new equipment. C. Brown expressed concern about the increased credit card charges exceeding the cost of staff managing booths. L. Hoffman assured the board that there is significant savings with the automated system vs. staffing the booths.

Haan, noted that it is time to look through a new lens. Will continue to think creatively how to produce other revenues throughout the year. Various scenarios can impact the budget, including buildings on service parking lots, new parking meters.

D. Houseman, noted TPM budget is presented to the city commission for information purposes only. The DDA budget is presented to the city commission for final approval.

M. O'Connor advises the board to proceed by completing the following steps:

1. Vote to approve on the TPM budget
2. Vote on the 2018 2Mill/TIF Budget
3. Vote to approve the 2Mill levy that will then be submitted to the city
4. Vote to approve the interim budget, the city commission will have the final approval.

G. Taylor closed the public hearing.  
There were no further comments from the board.

**Approval of the 2018 TPM Budget.**

G. Taylor opened the meeting to the public for public comment. There were no public comments.  
No further comments from the board.

G. Taylor closed the meeting to the public.

**DIRECTOR WISSNER MOVED TO APPROVE THE AMENDED AND 2018 TPM BUDGET. AS PRESENTED. SUPPORTED BY B. MILLER.**

**ROLL CALL VOTE:**

**YEAS –GREG TAYLOR, DEREK WISSNER, BOB MILLER, JEFF BRENNAMAN, , MAYOR BOBBY HOPEWELL, SUSAN LINDEMANN, GRANT FLETCHER, STEPHANIE HINMAN.**

**NAYS - CARL BROWN, PATTI OWENS, BJORN GREEN.**

**ABSTAINED – NONE. MOTION CARRIED.**

Resolution 17-05 – Approve Submission of 2018 DDA Budget to City Commission. (1:17:30)  
No comments from the board

G. Taylor opened the meeting to the public for public comment. There were no public comments.

**DIRECTOR OWENS MOVED TO APPROVE TO SUBMIT THE 2018 DDA BUDGET, AS PRESENTED, TO THE CITY COMMISSION. SUPPORTED BY DIRECTOR BROWN.**

**ROLL CALL VOTE:**

**YEAS –GREG TAYLOR, DEREK WISSNER, BOB MILLER, JEFF BRENNAMAN, , MAYOR BOBBY HOPEWELL, SUSAN LINDEMANN, GRANT FLETCHER, STEPHANIE HINMAN, CARL BROWN, PATTI OWENS, BJORN GREEN.**

**NAYS – NONE.**

**ABSTAINED – NONE. MOTION CARRIED.**

Resolution 17-06 – Requesting the City of Kalamazoo levy not more than  
Two Mills of tax.

No additional board comments.

G. Taylor open the meeting to the public. There were no public comments.

**DIRECTOR OWENS MOVED TO SUBMIT THE 2018 2 MILL BUDGET TO THE CITY COMMISSION. SUPPORTED BY DIRECTOR LINDEMANN.**

**ROLL CALL VOTE:**

**YEAS –GREG TAYLOR, DEREK WISSNER, BOB MILLER, JEFF BRENNAMAN, , MAYOR BOBBY HOPEWELL, SUSAN LINDEMANN, GRANT FLETCHER, STEPHANIE HINMAN, CARL BROWN, PATTI OWENS, BJORN GREEN.**

**NAYS – NONE.**

**ABSTAINED – NONE. MOTION CARRIED.**

Resolution 17-07 – Resolution for Interim Appropriation.

No additional board comments.

G. Taylor opened the meeting to the public. There were no public comments.

**DIRECTOR TAYLOR TO APPROVE RESOLUTION 17-07. SUPPORTED BY DIRECTOR OWENS TO THE CITY COMMISSION. SUPPORTED BY DIRECTOR LINDEMANN.**

**ROLL CALL VOTE:**

**YEAS –GREG TAYLOR, DEREK WISSNER, BOB MILLER, JEFF BRENNAMAN, , MAYOR BOBBY HOPEWELL, SUSAN LINDEMANN, GRANT FLETCHER, STEPHANIE HINMAN, CARL BROWN, PATTI OWENS, BJORN GREEN.**

**NAYS – NONE.**

**ABSTAINED – NONE. MOTION CARRIED.**

#### **VIII. DISCUSSION ITEMS**

Downtown Report – There was no downtown report this month.

#### **IX. COMMITTEE REPORTS**

No committee reports.

#### **X. DIRECTOR COMMENTS**

No director comments.

#### **XI. PUBLIC COMMENTS**

No public Comments.

#### **XII. ADJOURNMENT**

The meeting was adjourned at 4:22p.m.

**KALAMAZOO DOWNTOWN DEVELOPMENT AUTHORITY**

**SIGNAGE GRANT APPLICATION**

Application & Checklist

Applicant: Emily Deering  
Applicant Address: 116 Woodward Ave #1  
Applicant Phone: 269-217-0022  
Business Location: 128 Portage Rd  
Landlord Name: Gilmore Real Estate, LLC

Required Attachments:

Copy of Lease or Deed

Letter of Support

Proof of Taxes Paid

Renderings

Two Quotes

City Sign Application

DDRC Application

Project Cost:

\$6,068

Estimated Project Completion Date:

October 15th, 2017

I / We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the DDA Sign Grant Program. I / We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the Kalamazoo Downtown Development Authority.

The applicant further certifies that he/she has read and understands the DDA Business Sign Grant Program Guidelines. If a determination is made by DDA staff that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the DDA and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all DDA funding commitments are contingent upon the availability of program funds.

Signed this 5 day of Sept, 2017

Business: The Stamped Robin

I / We certify that Tenant is operating under a valid lease at the Premises and that Tenant may complete the project as proposed.

Landlord: Jim Gilmore, Jr. Foundation, Gilmore Real Estate  
[Signature], President



September 7, 2017

Sign Center

RE: Stamped Robin

Per our conversation, I have put together the following quote for you to review:

Fabrication for exterior sign as illustrated.....	\$5,350.00
To install at site.....	\$450.00
Permit procurement fee.....	\$150.00
Permits from municipality.....	Billed at Cost

***\*\*Michigan Sales Tax Applied Where Applicable\*\****

**Terms: 1/2 Down**

**1/2 Upon Completion**

\_\_\_\_\_  
**Authorized Signature(s)**

\_\_\_\_\_  
**Date**

Sincerely,  
Robb Perrin  
President, Burkett Signs Inc. 269-746-4285

**Sign Center**  
**Sign On, Inc.**  
 711 Portage St.  
 Kalamazoo MI 49001  
 United States  
 Phone: 269-381-6869  
 Fax : 269-381-2639  
 sales@signcenter.net  
 www.signcenter.net



<b>Quote 12930 - Building signage</b>	<b>Expiration Date : 11/11/2017</b>
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Quote for	Contact	Shipping/Install
<b>Stamped Robin</b> 128 Portage Rd Kalamazoo MI 49007	<b>Emily Deering</b> Phone : (269) 217-0022 Email : hello@stampedrobin.com Address : 128 Portage Rd Kalamazoo MI 49007	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
12930	09/12/2017	<b>Marc Rizzolo</b> mrizzolo@signcenter.net	Due on receipt		

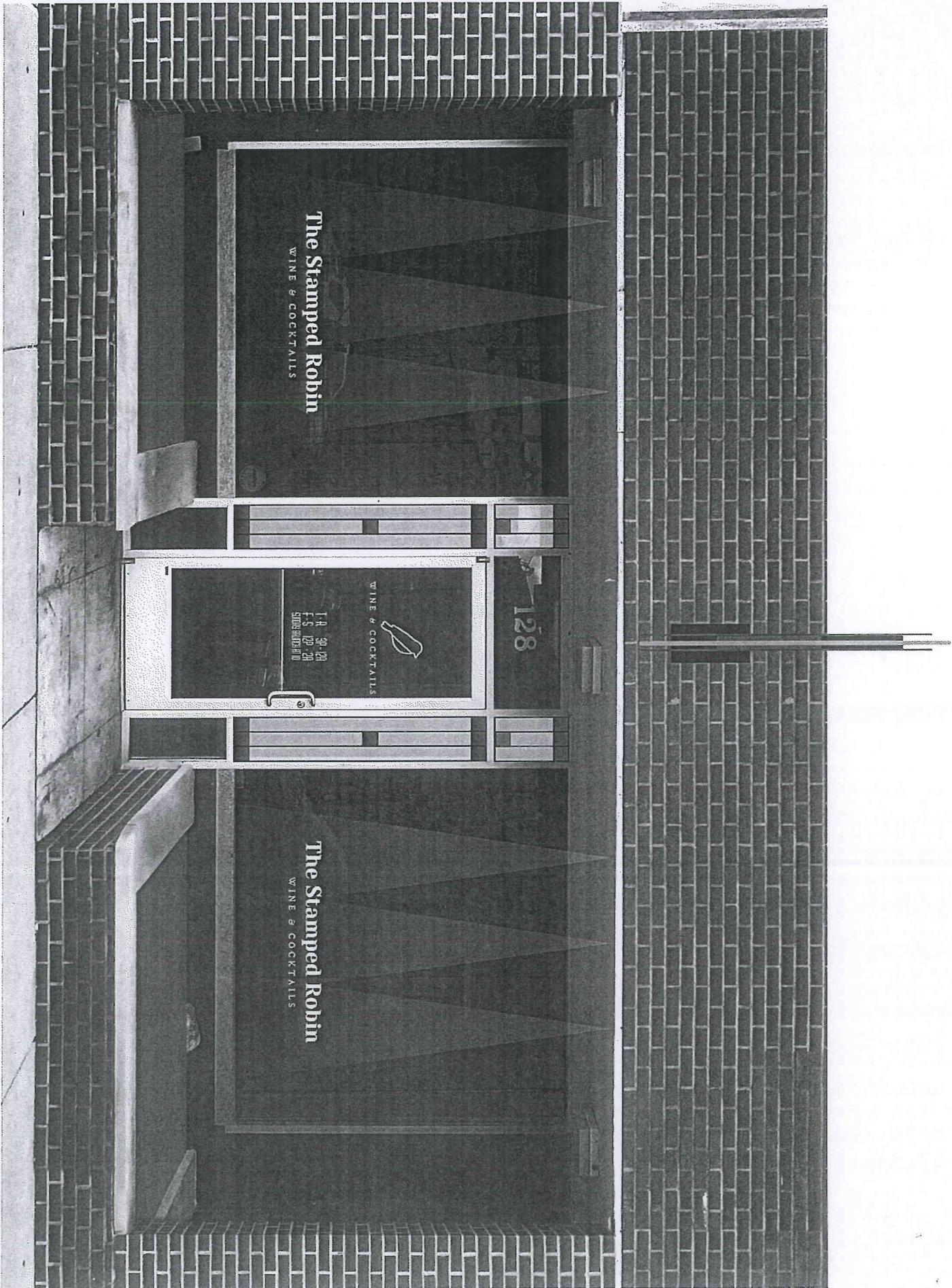
**Items**

#	Item	Qty	Unit Price	Total	Tax
1	<b>Exterior Neon sign</b> Aluminum custom fabrication panel/brackets 1/4" plate waterjet cut Copper-Steel finish perimeter wrapped white neon - 2 sides	1	\$3,850.00	\$3,850.00	\$231.00
2	<b>Interior Neon Sign</b> white neon outline perimeter to mount to wall remote mounts	1	\$950.00	\$950.00	\$57.00
3	<b>RTA - Cut Vinyl</b> white cut name and hours graphic window panels	1	\$175.00	\$175.00	\$10.50
4	<b>Install</b> remote power for neon (exterior) as required power to sign location(s) by others owner to provide all permitting contractor to pull electrical as needed	1	\$750.00	\$750.00	\$45.00

**Total**

Sub Total	Total Tax(%)	Final Price
\$5,725.00	\$343.50 (6.0%)	\$6,068.50

<b>Downpayment (0.0 %)</b>	\$0.00
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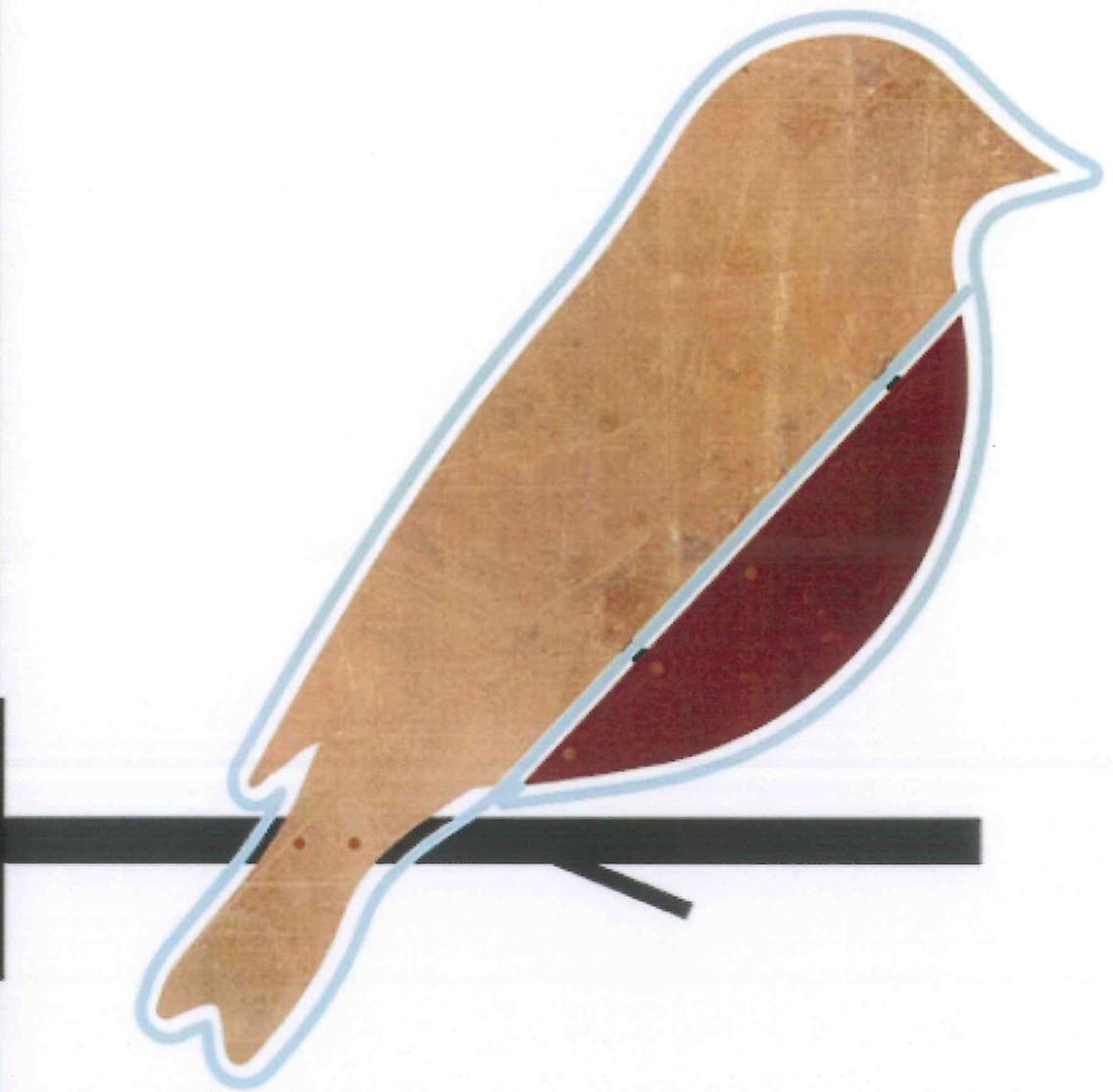
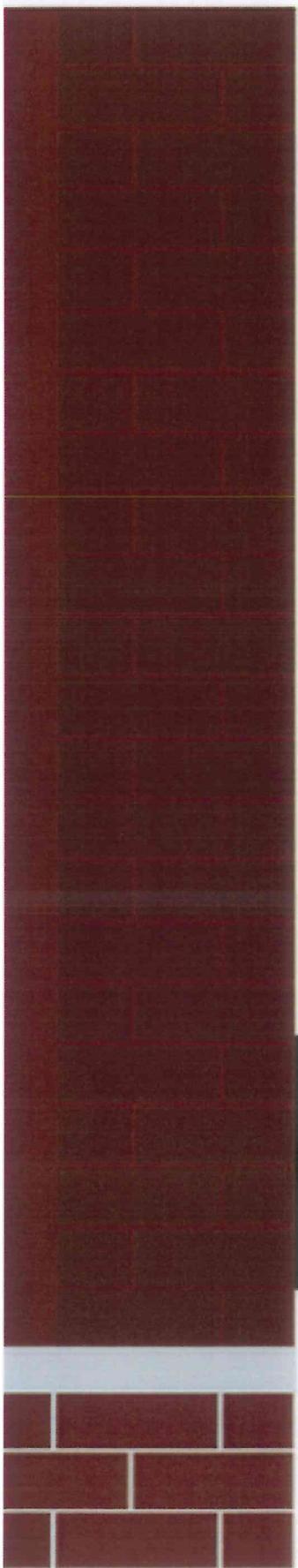


The Stamped Robin  
WINE & COCKTAILS

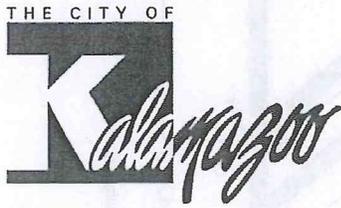
WINE & COCKTAILS  
1-4 3p-2a  
F-S 12-2a  
SUNDAY

The Stamped Robin  
WINE & COCKTAILS

128



RECEIVED SEP 18 2017



Tier I including Sidewalk signs  
Community Planning and Development  
Downtown Design Review Committee  
415 E. Stockbridge  
Kalamazoo, MI 49001  
Telephone: (269) 337-8804  
FAX (269) 337-8513  
[ferraros@kalamazoo.org](mailto:ferraros@kalamazoo.org)

**DOWNTOWN DESIGN REVIEW COMMITTEE**  
**TIER I REVIEW\***

Date submitted 09-05-17

LOCATION of PROJECT: 128 Portage Rd.

OWNER: Name: Bird Nest , LLC Emily Deering, owner  
Address: 116 Woodward Ave #1  
City, State, Zip : Kalamazoo MI 49007  
Phone 269-217-0022  
email [Emily@stampedrobin.com](mailto:Emily@stampedrobin.com)

APPLICANT: Name Bird Nest, LLC  
Address: above  
City, State, Zip : above  
Phone : above

Short description of project:

Fabrication of an aluminum bracket supports and waterjet-cut plate projecting sign with white neon trim around edge of sign shape. Licensed installed remote power supply and simple window graphics.

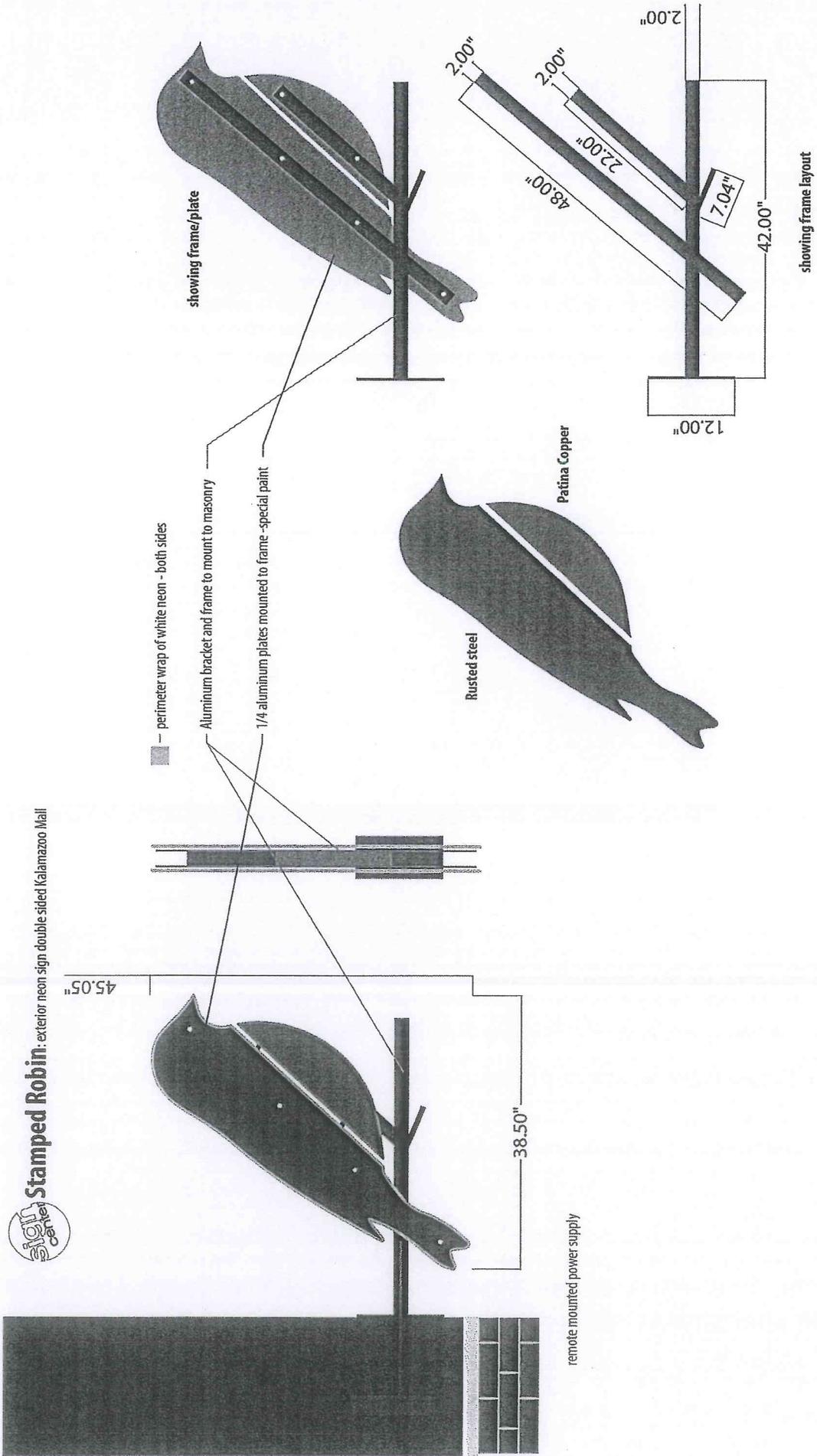
Attached:

- Signs:
- Drawings – 11x17 plan size maximum including measurements, color if possible
- Specifications: Materials and techniques – what is/will sign be made of
- Drawing or photo showing specific placement of signs on building

**\*TIER I reviews include signs, both building mounted and sidewalk signs (except new internally illuminated signs), sidewalk cafes, façade design changes such as doors, windows, cornices, balconies and exterior painting, installation and screening of mechanical and telecommunications equipment and dumpsters, awnings and canopies, lighting, fences and landscape elements. Tier I reviews may be approved administratively.**

**slot**  
**center**

**Stamped Robin:** exterior neon sign double sided Kalamazoo Mall



remote mounted power supply

showing frame layout

Community Planning & Development  
415 Stockbridge Ave.  
Kalamazoo, MI 49001  
(269)337-8026 • FAX (269)337-8513

# APPLICATION for SIGN PERMIT

PERMIT #:

CCN:

<b>PROJECT</b>	PROJECT ADDRESS: <u>128 Portage Rd.</u> LEGAL ADDRESS: <u>128 Portage Rd.</u>														
	OWNER NAME: <u>Bird Nest, LLC -Emily Deering</u> PHONE#: <u>269-217-0022</u>														
<b>APPLICANT</b>	OWNER ADDRESS: <u>116 Woodward Ave #1</u> CITY/ZIP: <u>KZOO 49007</u>														
	DESCRIPTION OF WORK: <u>Installation for a new projecting sign</u>														
	NAME (please print): _____ PHONE #: _____														
	FIRM NAME (if applicable): _____														
	ADDRESS OF FIRM: _____														
	EMAIL ADDRESS: <u>emily@StampedRobin.com</u>														
SIGNATURE OF APPLICANT: X _____ DATE: <u>09-05-17</u>															
<b>A Separate Permit Is Required For Each Sign!</b>															
ZONE: _____ HDC: _____ DDRC: _____	<table border="0"> <tr><td>Special Events (per week - 4 weeks max) .....</td><td>\$45</td></tr> <tr><td>Grand Opening (2 weeks) .....</td><td>\$55</td></tr> <tr><td>Sign Repair .....</td><td>\$55</td></tr> <tr><td>Permanent (1-50 square feet) .....</td><td>\$72</td></tr> <tr><td>    (51-100 square feet) .....</td><td>\$83</td></tr> <tr><td>    (100+ square feet) .....</td><td>\$94</td></tr> <tr><td>Barber Pole, Clock, Ornamental .....</td><td>\$55</td></tr> </table>	Special Events (per week - 4 weeks max) .....	\$45	Grand Opening (2 weeks) .....	\$55	Sign Repair .....	\$55	Permanent (1-50 square feet) .....	\$72	(51-100 square feet) .....	\$83	(100+ square feet) .....	\$94	Barber Pole, Clock, Ornamental .....	\$55
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APPROVED FOR ISSUE BY: \_\_\_\_\_ DATE: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_  
*(note: it is permit holder's responsibility to request all inspections a minimum of 24 hours in advance.)*

<b>WALL SIGN</b> <small>(Includes: projecting and awning signs)</small>	Linear Feet of Wall Space <u>32 feet</u>	<b>MATERIALS</b>
	Total Square Footage of Existing Wall Sign(s) <u>0</u>	
	Size of Proposed Wall Sign(s) ( <u>38</u> x <u>45</u> ) = <u>&gt;12 sq. ft.</u>	
	Method of Anchorage <u>masonry anchors</u>	
	Wood .....	
	Metal <u>aluminum</u> .....	
	Plastic .....	
	Other <u>neon trim</u> .....	

<b>FREESTANDING SIGN</b>	Linear Feet of Street Frontage _____
	Total Square Footage of Existing Freestanding Sign _____
	Size of Proposed Freestanding Sign ( _____ x _____ ) = _____
	Height From Ground to Top of Sign Structure _____
	Size of Column(s) _____ Type & Depth of Footings _____
	Distance From Property Line to Closest Part of Sign _____

<b>OTHER</b>	Type of Sign(s) _____
	Date(s) From _____ To _____ From _____ To _____
	From _____ To _____ From _____ To _____
	Size ( _____ x _____ ) = _____ Height _____
<b>Special Event</b>	_____
<b>Grand Opening</b>	_____

TOTAL FEES: _____
IF WORK IS STARTED BEFORE PERMIT IS ISSUED, AN INVESTIGATIVE FEE WILL BE CHARGED.



# Gilmore Real Estate, LLC

162 East Michigan Avenue, Kalamazoo, Michigan 49007 – (269)-381-3490

Fax: (269)-381-5326  
Email: CShook@jgfdn.org  
Email: SBrockelbank@jgfdn.org

TO: DKI Business Recruitment & Retention Committee.  
FROM: Gilmore Real Estate, LLC (Building Owner)  
RE: Bird Nest, LLC Application for a Business Recruitment & Retention Grant  
DATE: September 8, 2017

To whom it may concern:

On behalf of the Landlord at 128 Portage Street, we are writing in support of the Bird Nest, LLC, (dba The Stamped Robin) and their application for a Business Recruitment & Retention Grant. We feel the addition The Stamped Robin to the Downtown Kalamazoo streetscape will bring added vibrancy to the community and should benefit the surrounding synergistic businesses.

The Stamped Robin will be making a capital investment in tenant improvements to the space, and we hope the board will grant them a BRR grant to help offset their start-up costs. We look forward to seeing the finished product and welcoming them to downtown.

Should you have any questions, please do not hesitate to call our office at 269-381-3490.

Best regards,

Christopher Shook

President

**Amendment To Lease Agreement**

This **AMENDMENT TO LEASE AGREEMENT** is made and entered into effective June 20<sup>th</sup> 2017.

WHEREAS, the parties here are the Lessor and Lessee, respectively, pursuant to a Lease Agreement dated June 9, 2017; and

WHEREAS, it is the desire of the Lessor and Lessee amend said Lease Agreement dated June 9, 2017.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreement herein contained, the Lease Agreement dated June 9, 2017, between Gilmore Real Estate, LLC, Lessor, and Bird Nest, LLC, d.b.a. The Stamped Robin, Lessee, is hereby amended as follows.

**WITNESSETH:**

1. Paragraph 6. of the Lease Agreement dated June 9, 2017 is hereby amended to read as follows:

6. **Security Deposit:** At the time this Lease is signed Lessee shall deposit with Lessor \$1,480.00 as a security deposit which may be used only for the purposes permitted under the Security Deposit Act. The fact that Lessor holds the security deposit will not affect Lessor's right to obtain possession for the non-payment of rent or any other reason permitted by law. To the extent that the security deposit is not applied in the manner permitted pursuant to the Security Deposit Act, it shall be returned to Lessee at the termination of said lease.

THIS AMENDMENT TO LEASE AGREEMENT, executed this 20<sup>th</sup> day of June, 2017, shall be effective at the time and on the condition above set forth.

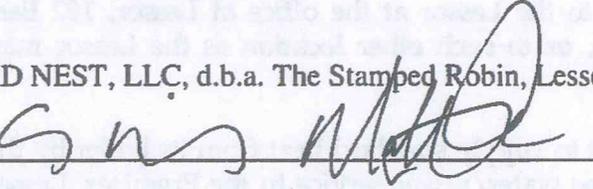
GILMORE REAL ESTATE, LLC, Lessor

By: 

Christopher J. Shook

Its: President/Manager

BIRD NEST, LLC, d.b.a. The Stamped Robin, Lessee

By: 

Its: owner, owner/mgr

20th

**LEASE AGREEMENT**

THIS LEASE, made and entered into as of the ~~17th~~ day of June, 2017 by and between GILMORE REAL ESTATE, LLC, hereinafter referred to as "Lessor", and BIRD NEST, LLC, a Michigan limited liability company, D.B.A. THE STAMPED ROBIN, hereinafter referred to as "Lessee";

WITNESSETH:

1. Lease of Premises: The Lessor, in consideration of the rent to be paid and the covenants to be performed by the Lessee, does hereby demise and lease unto the Lessee, and the Lessee rents from the Lessor, those certain premises measuring approximately 1,332 square feet in the Michigan Building including a connecting concrete patio and approximately 560 square feet of basement storage space located at 128 Portage Street, Kalamazoo, Michigan, and more specifically described on Exhibit "A", and hereinafter described as "the demised premises" or "premises."

2. Term: The term of this lease shall commence on the Lease Commencement Date which shall be on the first day of the month following the business being ready to open in no event later than August 1, 2017, and shall continue through July 31, 2020. Upon full execution of this Lease, transfer of utilities to Tenant's name and full execution of the personal guaranty of payment of Matt Caruso and Emily Deering, Tenant may access the Premises rent free until the Lease Commencement Date for installation of Tenant's FF&E. The Lessee shall have the option to extend the term of this Lease for two consecutive three (3) year terms on the same terms and conditions with the exception of rental rate which shall be increased 3% from the previous years' rental amount. Exercise of this option to extend the term of the Lease shall be made in writing and made at least 120-days before the expiration of the initial term of the lease.

3. Base Rent: The Lessee shall pay to the Lessor as rent for said premises for said term of Three (3) Years, the sum of Fifty-Four Thousand Two Hundred Ninety-Five Dollars (\$54,888.00), subject to annual 3% increases as hereinafter set forth, the same being paid in the manner following:

Year 1: \$1,480.00 per month for twelve consecutive months commencing 8-1-17

Year 2: \$1,524.00 per month for twelve consecutive months commencing 8-1-18

Year 3: \$1,570.00 per month for twelve consecutive months commencing 8-1-19

All leasehold payments shall be in cash or draft payable to GILMORE REAL ESTATE, LLC, and mailed or delivered to the Lessor at the office of Lessor, 162 East Michigan Avenue, Kalamazoo, Michigan, or to such other location as the Lessor may designate.

4. Utilities: The Lessor agrees to supply standard heat from its boiler by the existing fin tube to the Premises as well as water/sewer service to the Premises. Lessee

shall pay all charges for electricity, which is separately metered to the Premises, as well as gas service (including the cost to run such gas service to the premises should it be needed for any trade fixture equipment in use by lessee). Lessee shall also be responsible for any other costs and expenses for other utility services necessary for Lessee to operate their business in the Premises.

(A) During the initial term hereof and all extension periods, Lessee shall hire a trash pick-up contractor (or subcontract through the parking authority of the City of Kalamazoo, currently Central City Parking) to provide a dumpster to be located in the trash room area of Parking Ramp #3 of the City of Kalamazoo and empty said dumpster at least once per week or more frequently if necessary. The City of Kalamazoo, at its discretion, may require the user to share a dumpster with others and pro-rate the cost. The Lessee agrees to bag or double bag (as required) any trash containing food waste or the like. Lessee agrees to keep the area outside the leased Premises and also around the dumpster swept clean and free of all of Lessee's trash and food waste at all times. Lessee agrees that at all times all of its refuse and garbage will be placed in the dumpster and not left on the ground outside the Premises or beside the dumpster. Bags of garbage left on the ground or within close proximity of the dumpster, but not actually in the dumpster, shall be remedied immediately. The Lessee shall hire the trash pick-up contractor or sub-contractor (as may be required by the City of Kalamazoo), and the entire arrangement/contract must be acceptable to Lessor. On failure by Lessee to abide by the terms of this Subparagraph (A), Lessor may, at its own cost, perform any or all of Lessee's obligations hereunder and charge to Lessee, as additional rent, 150% of such costs, due and payable with the next monthly rent installment.

5. Lessee's Use: The Lessee agrees to use and occupy the premises for a restaurant/cocktail lounge purposes only and in all events for no purpose deemed extra-hazardous on account of fire. The Lessee shall, at all times, in the leased premises and common areas comport themselves and cause its employees and invitees to conduct themselves in a professional and non-offensive manner. If in the Lessor's reasonable determination, that the provisions of this paragraph are being violated, then the Lessor shall have, at its reasonable discretion, the right to terminate this lease and tenancy if Lessee has not cured such default within thirty (30) days from written notice by Landlord.

6. INTENTIONALLY OMITTED

7. Janitorial-Light Maintenance: The Lessee agrees to provide janitorial services and light maintenance to the demised premises.

8. Assignment, Sub-Leasing: The Lessee shall not assign this Lease or any right hereunder or mortgage the same or sublet the premises or any part thereof without the prior written consent of lessor, which consent shall be at Lessor's sole discretion. Any assignment, mortgage or subletting without said written consent shall give the Lessor the right to terminate this lease and to re-enter and repossess the demised premises. Lessee

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may, however, without Lessor's prior approval, sublet the premises or any portion thereof, to any affiliate or subsidiary of Lessee, provided the use is not changed or materially altered.

9. Repairs and Lessee Improvements: The Lessee acknowledges that it has examined the leased premises prior to the execution of this Lease and knows the conditions thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor or its agents which are not herein expressed. Lessor is under no obligation to repair or improve the premises other than as expressly provided herein. No alterations, additions, or improvements to said premises shall be made by Lessee without first obtaining the written consent of Lessor, and all additions and improvements made by Lessee (except only trade fixtures and moveable office furniture and fixtures) shall become the property of Lessor on termination of the Lease or cessation of the occupancy of the premises by Lessee; and Lessee will, at its own expense, during the continuance of this Lease, keep the premises and every part thereof in as good repair at the expiration of the term yield and deliver the same in like condition as when taken for occupancy, reasonable wear and use thereof, fire and elements excepted, and as further limited by Paragraph 28 hereof. Repairs, alterations or improvements shall not be synonymous with replacements.

10. Telephone, Internet, Cable, Computers and other Equipment: The Lessee, at its own expense, agrees to pay all charges of every nature including costs for materials, lines, labor, installation and service to the demised premises for telephones, computers, internet, cable, word processors, facsimile machines and similar equipment.

11. Personal Property and Personal Injury: All personal property in said demised premises shall be at the risk of Lessee only, and without limiting the foregoing, Lessor shall not be liable for any damage, either to person or property, sustained by Lessee or other persons, due to the building or any part or appurtenance thereof becoming out of repair or arising from the bursting or leaking of water, gas, sewer or steam pipes, or breakage or failure of any electric circuit, or from any act of neglect of tenants or any occupants of the building, or any other person, or due to the happening of any accident in or about said building; not for any loss by theft or burglary nor for damage caused by water, snow, frost, steam, sewage gases or electric current.

12. Taxes: Nothing herein contained shall require Lessee to pay any county, city, state, or federal taxes or assessments imposed against Lessor as a result of Lessor's Ownership interest in the premises herein leased by Lessee. Lessee is responsible for the timely payment of any and all taxes imposed against it as a result of its operation, property and fixtures at the demised premises. Lessor shall pay all real property taxes and special assessments on the property in which the leased premises are located.

13. Mortgage Subordination: Upon written request by Lessor, Lessee shall execute and deliver an agreement subordinating this Lease to any first mortgage upon the demised premises; provided however, such subordination shall be upon the express

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condition that the validity of this Lease shall be recognized by the mortgagee, and that, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, Lessee's possession and right of use under this lease in and to the demised premises shall not be disturbed by such mortgagee unless and until Lessee shall breach any of the provisions hereof and this Lease or Lessee's right to possession hereunder shall have been terminated in accordance with provisions of this Lease.

14. Legal Usage: The Lessee shall not conduct nor permit to be conducted on said premises, any business which is contrary to any of the laws of the United States of America, or the State of Michigan, or contrary to the ordinances of the City of Kalamazoo, and it is expressly agreed that a violation of this clause shall, at the option of Lessor, work a forfeiture of this lease. Lessee shall not by any act, or by neglect, in or about the demised premises, infringe any law of the United States or the regulations of any public authority, and shall save harmless Lessor from any damage accruing to it from the failure of Lessee fully to keep this covenant.

15. Damage By Fire or Other Casualty: In the event that the building and improvements in which the leased premises are located shall be damaged or destroyed in whole or in part as a result of fire or other casualty during the term of this Lease or any renewals thereof, then and in that event, Lessor shall restore the same to substantially the same condition as immediately preceding said injury or damage, and the rent herein provided for shall abate entirely in case the demised premises are untenable, and pro rata for the portion rendered untenable in case a part only said demised premises is untenable, until the same shall be restored to a condition allowing occupation by the Lessee. If Lessee shall fail to adjust its own insurance within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay. If the Lessee shall use any part of the leased premises for storage during the period of repair, a reasonable charge shall be made therefore against the Lessee. If at any time the building and improvements in which the leased premises are located shall be destroyed or damaged to such an extent that it is inadvisable in the opinion of the Lessor to restore same, then Lessor may, at its option, terminate this Lease forthwith by written notice to Lessee. Lessor shall not be obligated to commence repair or restoration of the premises unless and until the Lessee, at its sole cost and expense, has removed all rubbish and debris and redelivered the premise to Lessor broom-clean and free of all rubbish and debris. On demand of Lessor, Lessee shall remove from the premises, at its sole cost and expense, any of its property, (including furniture, fixtures, equipment and stock in trade) which might otherwise impede or obstruct repair or restoration of the premises, and Lessor shall not be obligated to commence repair or restoration of the premises until such property has been so removed by Lessee. Should Lessee neglect, fail or refuse to remove its aforesaid property, or the aforesaid rubbish or debris within ten (10) days after such damage or destruction of the premises, the provisions for abatement of rental contained herein, shall be suspended and of no operative force or effect whatsoever until Lessee has completed removal of its aforesaid property and the aforesaid rubbish and debris. In the event that the leased premises are damaged or destroyed to the extent of fifty percent (50%) or more in value of

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the leasehold improvements and fixtures located therein at any time during the leasehold term or any time during any renewal term thereof, then and in the event the Lessor shall have the right and option by written notice to the Lessee within thirty (30) days from the date of the damage or destruction to the leasehold improvements and fixtures to cancel and terminate this Lease. Lessor shall keep fire and extended coverage insurance on the building in which the leased premises are located. Lessor shall have 30 days from the date that the premises have been damaged or destroyed to notify Lessee in writing of the length of time it will take to restore the premises to a condition that permits full and complete occupancy by Lessee without disturbance. If the time for the restoration of the premises to said condition will exceed 180 days, then Lessee shall have the option of terminating the Lease by giving Lessor notice thereof pursuant to paragraph 32.

16. Default and Re-Entry: Lessee shall observe and perform all of the conditions and agreements herein contained to be observed and performed by Lessee, and if default shall be made by Lessee in the payment of said rent, or any installment or part thereof, or upon the failure of the Lessee to perform any of the other terms, conditions or agreements of said Lease after having received 15 days written notice from Lessor, or if Lessee shall become insolvent, or if bankruptcy, receivership, or other insolvency proceedings shall be begun by or against Lessee, or if Lessee shall abandon or vacate such premises before the end of the term, each of the foregoing occurrences being hereinafter referred to as a "default" then in each and every such instance of default, and while the same continues, Lessor may re-enter said premises, using all necessary force and Lessee's right to enter said premises shall be suspended, and in order to effectuate such re-entry and suspension, Lessor may change locks on the doors of said premises and exclude Lessee from said building until any and all defaults are cured by Lessee. Such re-entry and suspension, and the changing of locks shall not operate as an eviction or cancellation of this lease.

17. Cancellation-Remedies-Reletting: In the event of a default, as above-mentioned, Lessor may, at its option, cancel this Lease and avail itself of the privileges of re-entry above-mentioned, and upon such cancellation all estate, rights, title and interest of Lessee in the demised premises shall cease and thereupon, Lessee shall be liable to pay Lessor, as damages, the difference between the then present value of the rent covenanted to be paid hereunder for the balance of the term, and the present fair rental value of the said premises for the balance of the term. In the event bankruptcy or other insolvency proceedings are commenced by or against Lessee, Lessor shall ipso facto be entitled to a claim provable therein for its damages computed as above. In the event of a default as above-mentioned, Lessor may, without cancellation of this Lease, avail itself of the privilege of re-entry above-mentioned, and re-let all or part of the premises, in its own name as agent of Lessee, for such rent and upon such terms as Lessor may see fit, and if the full rental hereinbefore named shall not thus be realized, Lessee hereby agrees to pay all deficiency, including any reasonable expense incurred by any such re-letting, including the cost of renovating, altering and decorating for the new tenant, and in the event that the rent received for any month from such re-letting by Lessor shall be less than the amount hereinbefore reserved to be paid for that month the difference shall be

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immediately payable and an action may be instituted against Lessee therefore, and it shall be no defense to any such action that Lessor has received for any prior month, or that the new tenant has agreed to pay for any subsequent month a greater amount than that hereinbefore reserved to be paid as rent for that month, and such re-letting may be made for a part only of the unexpired term hereby demised, or such new term created by such re-letting may extend beyond the term hereby demised without releasing Lessee from liability hereunder to pay the full amount of rent hereinabove reserved to be paid for each month of the term hereby demised.

18. Right-of-Entry: Upon reasonable notice to Lessee, Lessor shall have the right to enter said premises at all reasonable hours to exhibit or examine the same, to make such repairs, additions or alterations as may be necessary for the safety, improvement or preservation thereof, or of any part of said building including, but not being limited to the right of access for the purpose of making electrical and plumbing installations; and to exhibit the said premises at any time within 90 days before expiration of this Lease or any extension thereof.

19. Non-Waiver and Removal of Personality: No payment of money by Lessee to Lessor after the termination of this Lease, whether by limitation or in any manner, or after giving of any notice by Lessor to Lessee, shall reinstate, continue or extend the terms of this Lease or affect any notice given to Lessee prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting Lessor possession of said premises, Lessor may receive and collect any sums of rent due or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained. If Lessee shall fail to remove all effect from said premises upon termination of this Lease for any cause whatsoever, Lessor may, at its option, remove the same in any manner that Lessor shall choose, and store said effect without liability to Lessee for loss thereof, and the Lessee agrees to pay Lessor on demand any and all expenses incurred in such removal, including court costs and reasonable attorney's fees and storage charges on such effects for any length of time the same shall be in the Lessor's possession, or the Lessor may at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Lessor may obtain and apply the proceeds of such sale upon any amounts due under this Lease from Lessee to Lessor and upon the expense incident to the removal and sale of said effects.

20. Cumulative Remedies: All rights and remedies of Lessor and Lessee herein shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

21. Eminent Domain: In the event the demised premises or any part thereof are taken by any public authority under the power of eminent domain, this Lease shall terminate, effective as of the date of such taking and the rent shall be adjusted as of the time of such termination and the Lessee shall have no claim against the Lessor for the

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value of the unexpired term hereof and Lessee shall not be entitled to any part of the award.

22. Holding Over: It is further agreed that if Lessee shall, with the knowledge and consent of Lessor, continue to remain in said premises after the expiration of the period for which they are hereby let, then, in such case, Lessee shall become a tenant from month to month from said date. Lessee shall give Lessor written notice of its request to hold-over sixty days prior to the expiration of the term of this Lease or any renewals thereof, and Lessor will, within thirty days of receipt of said notice, give Lessee written notice of its consent or denial of said request.

Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) multiplied by 150% and shall otherwise be on the terms and conditions herein specified, so far as applicable.

23. Waiver of Subrogation: Each party, for itself and on behalf of its insurance carrier, waives any right or cause of action for any loss of or damage to any of its property, whether or not such loss or damage is due to the fault or negligence of the other party or anyone for whom the other party may be responsible, which loss or damage is covered by fire and extended coverage or similar policies covering real property or personal property, to the extent that the loss or damage is covered under the insurance policies.

24. Quiet Enjoyment: Lessor does covenant that Lessee, upon paying the rents herein reserved and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

25. Parties Bound: Each and every one of the covenants and agreements herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

26. Insurance-Hold Harmless: Lessee agrees to save Lessor harmless from any claim or liability for damages to any person or property from any cause whatsoever, and agrees to procure and keep in force during the term of this Lease, at its expense, public liability insurance naming the Lessor as additionally insured, with limits not less than \$1,000,000.00 combined single limit per occurrence and policy aggregate for bodily injury, property damage, personal injury and contractual liability. Lessee will deliver certificates or other satisfactory evidence of the existence of such insurance to the Lessor. If the Lessee fails to procure and maintain such insurance, the Lessor may do so and charge the cost thereof to the Lessee, which shall be payable by the Lessee at once. Lessor reserves the right to require a reasonable increase in the aforesaid insurance limits upon any renewals.

27. Construction Lien Claims: Lessee shall hold Lessor harmless against any

construction liens or other claims arising out of the making of any installations, alterations, decoration, addition, improvement or repair herein by Lessee.

28. Trade-Fixtures, Alterations and Improvements: (a) Lessee shall have the right at its sole expense, to make such alterations, additions and improvements to the premises as is necessary for the conduct of its business, provided that it shall make no structural alterations without the prior written consent of Lessor. (b) Lessee shall have the right to install, attach, affix or otherwise place in or upon the premises all machinery, trade-fixtures, furnishings, decorations and equipment deemed by it to be necessary for its proper use of the premises subject to applicable building codes and zoning laws. Lessor, at Lessee's cost, shall cooperate with Lessee in securing building and other permits or authorizations required from time to time for any work permitted hereunder by Lessee. (c) Lessee shall not be obligated, if, with Lessor's prior written approval, it remodels, repairs and alters the leased premises, to restore said leased premises upon vacating same. (d) Lessee shall have the unqualified and unrestricted right to remove any or all of its trade-fixtures, at any time and from time to time during the term of, or upon termination of this Lease or any renewal thereof, whether or not the same shall be deemed to be affixed to the realty; provided, however, that Lessee shall, without cost to Lessor, repair any injury or damage to premises caused by the removal of any such trade fixtures, ordinary wear and tear, and damage by fire and the elements excepted.

29. Lessee's Compliance with Environmental Laws: Lessee shall comply with all Federal, State and local environmental laws, rules and regulations, shall not cause or permit any hazardous material to be released, stored, produced, emitted, disposed of or used on or about the demised premises and shall indemnify, defend and save Lessor harmless from and against any and all environmental damages sustained by lessor including claims, judgments, penalties, fines, costs, liabilities, losses, attorney fees, consultants fees, and any other costs incurred by Lessor as a result of Lessee's violation of this provision of the Lease.

30. Confidentiality: The Lessee agrees not to disclose the terms and conditions of this Lease or to give any part or a copy of same to others except its professional advisors such as: its Attorney, Certified Public Accountant and Lender Bank, and a disclosure of same by Lessee or its professional advisors will be a breach of the obligations pursuant to this Lease and Lessor shall have the remedies set forth in Paragraphs 16 and 17 above as well as the right to recover damages sustained by Lessor as the result of Lessee's breach of confidentiality.

31. Rules and Regulations: The Lessee agrees to be bound by and to comply with and obey all Rules and Regulations of the Building as set forth in Exhibit "B" attached hereto and made a part hereof.

32. Notice: Whenever under this Lease provisions are made for notices of any kind, it shall be deemed sufficient notice and service thereon if: (a) such notice to Lessor in writing, addressed to:

Christopher Shook  
Gilmore Real Estate, LLC  
162 East Michigan Avenue  
Kalamazoo, MI 49007

or at such other address as Lessor may notify Lessee writing and deposited in the United States mails by registered or certified mail, return receipt requested, with postage prepaid, and (b) such notice to Lessee in writing addressed to:

Emily Deering and Matt Caruso  
The Stamped Robin  
128 Portage Street  
Kalamazoo, MI 49007

33. Signage. Lessee shall be entitled to display such sign or signs within the premises as shall be permitted by applicable local ordinances, and also as reasonably approved by Lessor. Lessee shall be entitled to signage on the Building that is to a comparable manner as other retail tenants located within the Building, which signage shall be subject to Lessor's approval in its sole discretion as well as municipal ordinances.

34. Contingency. Lessee shall retain a 60-day contingency period commencing upon full execution of the Lease to file for and obtain a Liquor License. Lessee may cancel the Lease anytime during this 60-day period only in the event the Liquor License is denied. Should Lessee elect to cancel the lease within the 60-day Contingency period, Lessor shall retain the right to keep the Security deposit as damages for Lessor's cost and expense for taking the Premises off the market and Lessee shall be obligated to return the Premises to Lessor in the same condition and repair at the time of Lease Execution.

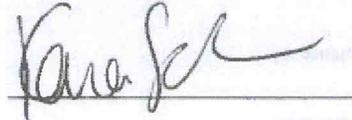
35. Personal Guarantee. As a condition of this Lease, Emily Deering and Matt Caruso, will each sign a Personal Guarantee of the Lease document, which Personal Guarantee agreements are attached as Exhibit A.

36. Entire Agreement: That this instrument contains the entire agreement between parties as of this date and that the execution hereof has not been induced by either party by representations, promises or understandings not expressed herein and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESSES:

  
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GILMORE REAL ESTATE, LLC

By: 

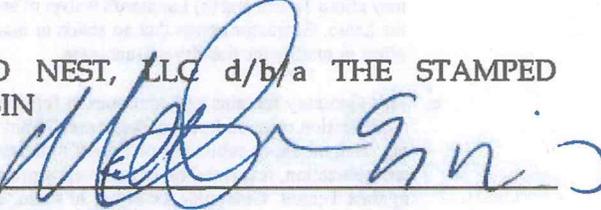
Christopher J. Shook  
President

Its: \_\_\_\_\_

WITNESSES:

  
\_\_\_\_\_

BIRD NEST, LLC d/b/a THE STAMPED ROBIN

By: 

Its: manager owner

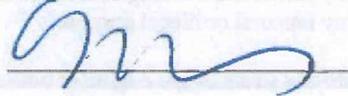
**Exhibit A**  
**Guaranty of Payment**

This Guaranty is given by (Guarantor) to induce Jim Gilmore, Jr. Foundation/Gilmore Real Estate, LLC (Owner/Landlord) to enter into a Lease (the Lease) with Bird Nest, LLC d/b/a The Stamped Robin (Tenant).

- h. Guarantor has reviewed the Lease and are fully apprised of its terms. Guarantor has been given an opportunity to have the Lease and this Guaranty reviewed by his lawyers. Guarantor enters into this Guaranty freely and voluntarily.
- i. Guarantor-unconditionally guaranty the full, faithful, and timely performance by Tenant of all of the covenants of the Lease.
- j. In the event of a breach of the Lease, a separate action may be brought against Guarantor, under this Guaranty, regardless of whether an action is brought against Tenant. At Landlord's option, Guarantor may be joined in any action commenced by Landlord against Tenant. Guarantor waives any demand by Landlord or any requirements or prior action by Landlord against Tenant. This Guaranty is the joint and several obligation of Guarantor.
- k. Guarantor consents to (a) all forbearance, indulgences, and extensions of time Landlord may afford Tenant and (b) Landlord's waiver of any right or remedy against Tenant under the Lease. Guarantor agrees that no action or inaction on the party of the Landlord will affect or modify the liability of Guarantor.
- l. This Guaranty remains and continues in full force and effect notwithstanding (a) any modification or amendment of the Lease; (b) any extension or renewal of the Lease; (c) any assignment or subletting of Tenant's interest in the Lease; or (d) any bankruptcy, reorganization, receivership, or insolvency proceedings of any nature instituted by or against Tenant, Guarantor, or either of them. Guarantor waives notice of any such proceedings and agree that the liability of each Guarantor is based on the obligations in the Lease as it may be modified, amended, extended, renewed, assigned, or sublet.
- m. Guarantor waives notice of the acceptance of this Guaranty. Guarantor waives notice of the breach, default, or nonperformance by Tenant of its obligations under the Lease.
- n. This Guaranty may not be modified or amended except by a written instrument executed by Guarantor and Landlord. This Guaranty is to be governed and construed in accordance with the laws of the State of Michigan. This Guaranty is binding on Guarantor and his respective heirs, personal representatives, successors and assigns.

Dated: June 9<sup>th</sup>, 2017

GUARANTOR:



Emily Deering

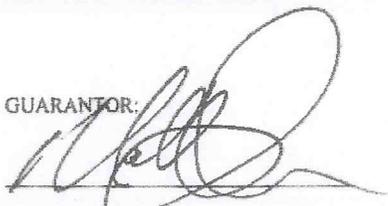
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- a Guarantor has reviewed the Lease and are fully apprised of its terms. Guarantor has been given an opportunity to have the Lease and this Guaranty reviewed by his lawyers. Guarantor enters into this Guaranty freely and voluntarily.
- b Guarantor-unconditionally guaranty the full, faithful, and timely performance by Tenant of all of the covenants of the Lease.
- c In the event of a breach of the Lease, a separate action may be brought against Guarantor, under this Guaranty, regardless of whether an action is brought against Tenant. At Landlord's option, Guarantor may be joined in any action commenced by Landlord against Tenant. Guarantor waives any demand by Landlord or any requirements or prior action by Landlord against Tenant. This Guaranty is the joint and several obligation of Guarantor.
- d Guarantor consents to (a) all forbearance, indulgences, and extensions of time Landlord may afford Tenant and (b) Landlord's waiver of any right or remedy against Tenant under the Lease. Guarantor agrees that no action or inaction on the part of the Landlord will affect or modify the liability of Guarantor.
- e This Guaranty remains and continues in full force and effect notwithstanding (a) any modification or amendment of the Lease; (b) any extension or renewal of the Lease; (c) any assignment or subletting of Tenant's interest in the Lease; or (d) any bankruptcy, reorganization, receivership, or insolvency proceedings of any nature instituted by or against Tenant, Guarantor, or either of them. Guarantor waives notice of any such proceedings and agree that the liability of each Guarantor is based on the obligations in the Lease as it may be modified, amended, extended, renewed, assigned, or sublet.
- f Guarantor waives notice of the acceptance of this Guaranty. Guarantor waives notice of the breach, default, or nonperformance by Tenant of its obligations under the Lease.
- g This Guaranty may not be modified or amended except by a written instrument executed by Guarantor and Landlord. This Guaranty is to be governed and construed in accordance with the laws of the State of Michigan. This Guaranty is binding on Guarantor and his respective heirs, personal representatives, successors and assigns.

Dated: June 1, 2017

GUARANTOR:



Matt Caruso

EXHIBIT "B"  
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from the leased premises.
2. All signage including, pictures, lettering, notices or advertisement of any kind must comply with all governmental codes. All of the Tenant's sign painting or lettering shall be done in a manner approved by Landlord and the cost thereof shall be paid by Tenant.
3. The Water and Wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
4. No electric or other wires for any purpose shall be brought in to the leased premises without Landlord's written permission specifying the manner in which same may be done.
5. No bicycle or other vehicle and no dog or other animal shall be allowed in the building except as required for persons with disabilities (i.e., seeing-eye dogs, wheelchairs, etc.).
6. Tenants shall at all times in the leased premises and common areas comport itself and cause its employees and invitees to conduct themselves in a professional and non-offensive manner. Tenants shall not cause or permit unusual or objectionable odors to be produced upon or permeate from the premises. Tenant shall not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, loudspeaker, or by any unusual or disturbing noise. If in the Landlord's determination, in the exercise of its sole and uncontrolled judgment, that the provisions of this paragraph are being violated, then the Landlord shall have, at its discretion, the right to terminate this lease and tenancy.
7. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entryways indicated by the Landlord.
8. Tenant is not permitted to use any part of the building or the common areas for any manufacturing, or for lodging or sleeping, or for any immoral or illegal purpose.
9. Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business on leased premises, or use oil, burning fluids, camphene or gasoline for heating or lighting, or for any other purpose. No article deemed extra hazardous on account of fire or other dangerous properties or any explosive shall be brought into the leased premises.
10. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
11. Canvassing, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.
12. Wherever the word "Tenant" or "Lessee" occurs, it is understood and agreed that it shall mean Tenant's or Lessee's associates, agents, clerks, servants and visitors. Wherever the word "Landlord"

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or "Lessor" occurs, it is understood and agreed that it shall mean Landlord's or Lessor's assigns, agents, clerks, servants, and visitors.

13. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations, so long as any change does not materially affect Tenant's usage or cost, when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants. Changes and additions shall become effective upon delivery of a copy thereof to the Tenant. The failure of the Landlord to enforce any of the rules and regulations against the Tenant shall not be a waiver of such rules and regulations.
14. No tenant shall place, or permit to be placed, on any part of the floor or floors of the space demised to such tenant a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.
15. Tenant shall not permit any person in its employ or otherwise to carry or use firearms in any way in the building at any time.
16. Tenant shall not cause or permit any unlawful hazardous chemicals or other hazardous material of any nature to be released, stored, produced, emitted, disposed of, used or brought onto or about the demised premises.
17. Tenant shall agree to keep Lessor owned equipment (list attached) in good condition and repair and agrees that said equipment must remain on the premises at all times.
18. Tenant agrees to allow all subtenants chosen by Landlord access to premises within a reasonable advance for set up and other necessary inspections and review without extra fees .
19. Tenant shall not permit or allow any of its employees, clients, or guests to smoke within the building at any time.