

MEMORANDUM OF PARKING LEASE

THIS MEMORANDUM OF PARKING LEASE (the "Memorandum") is made and entered into as of ~~SEPTEMBER~~ 2022, by and between **THE METROPOLITAN UNITED METHODIST CHURCH**, a Michigan nonprofit corporation with an address of 8000 Woodward Avenue, Detroit, Michigan 48202 ("Landlord"), and **DEVELOP DETROIT, INC.**, a Michigan non-profit corporation with an address of 1452 Randolph Street, Suite 300, Detroit, Michigan 48226 ("Tenant").

The circumstances underlying the execution of this Memorandum are as follows:

A. Landlord is the owner of that certain real estate located in the City of Detroit, County of Wayne, State of Michigan more particularly described and/or depicted on Exhibit A attached hereto (the "Property").

B. The Property contains a surface parking lot (the "Parking Lot").

C. Landlord has granted Tenant a lease to use the Parking Lot, on the terms and conditions set forth in a Parking Lease Agreement dated June 16, 2020 between Landlord and Tenant (the "Parking Lease Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Landlord and Tenant have entered into the Parking Lease Agreement pursuant to which Landlord has leased the Parking Lot to Tenant for the sole purpose of parking automobiles, sport utility vehicles and other similar passenger vehicles by Tenant, its agents, contractors, invitees and guests.

2. Tenant has leased the Parking Lot for an initial term of five (5) years (the "Term"), commencing on the Commencement Date. Tenant may elect to extend the Term for up to two additional periods of five (5) years each (each, an "Extension").

3. Landlord and Tenant are executing this Memorandum to provide record notice of the parking rights as described above. In the event of any conflict between the terms of this Memorandum and the terms of the Parking Lease Agreement, the terms of the Parking Lease Agreement shall control.

4. The terms, covenants and provisions of the Parking Lease Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

5. The parties agree to execute and record a termination of this Memorandum of Parking Lease upon the expiration or earlier termination of the Parking Lease Agreement.

This Memorandum of Parking Lease has been executed by the Landlord as of the date first above written.

LANDLORD:

THE METROPOLITAN UNITED METHODIST CHURCH, a Michigan nonprofit corporation

By: *Sammie E. Vandiver*

Name: SAMMIE E. VANDIVER

Title: BOARD OF TRUSTEES - CHAIRMAN
METROPOLITAN UNITED METHODIST

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 20th day of September, 2022, by Sammie E. Vandiver, the Trustee Chair of THE METROPOLITAN UNITED METHODIST CHURCH, a Michigan nonprofit corporation, on behalf of said entity.

Constance G. Perrine
Constance G. Perrine, Notary Public
State of Michigan, County of Wayne
My Commission Expires: Dec 16, 2027
Acting in the County of Wayne

CONSTANCE G PERRINE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 16, 2027
ACTING IN COUNTY OF Wayne

[Signatures continued on following page]

This Memorandum has been executed by the Tenant as of the date first above written.

TENANT:

DEVELOP DETROIT, INC.,
a Michigan nonprofit corporation

By: 
Sonya S. Mays
Its: President

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 11 day of October, 2022, by Sonya S. Mays, the President of DEVELOP DETROIT, INC., a Michigan nonprofit corporation, on behalf of said entity.



DeJane A. Mitchell
Wayne, Notary Public
State of Michigan, County of Wayne
My Commission Expires: 02/05/2027
Acting in the County of Wayne

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Rochelle E. Lento, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

EXHIBIT A

Property Description

Land situated in the City of Detroit, County of Wayne, State of Michigan, described as follows:

E WOODWARD E 80 FT OF W 100 2 ATKINSONS SUB L8 P21 PLATS, W C R 1/107 E 121 FT OF W 141 FT 1 & 2 KOCH'S SUB L8 P14 PLATS, W C R 1/1081/ & E WOODWARD W 20 FT 2 ATKINSONS SUB L8 P21 PLATS, W C R 1/107 W 20 FT 1 & 2 KOCH'S SUB L8 P14 PLATS, W C R 1/1081/

Tax Id Number: 01004313 & 01004318.001

Commonly known as: 8200 & 8230 Woodward Ave., Detroit, MI 48202