

Agenda

Economic Development Corporation

Board of Directors



City of Kalamazoo

Thursday, June 18, 2026

7:45 AM

City Hall, Community Room, 241 W South Street

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the Minutes from the Economic Development Corporation Board Meeting on May 21, 2026.

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. Approval of recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Retailer permit for Green Mountain Kzoo, LLC dba Puff Cannabis, located at 4305 Portage Rd.
2. Approval of a recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Processor, Adult User Grower Class A, and Adult Use Retailer permits to Yuma Way MI, LLC dba Urban Gardens, located at 617 Portage St.
3. Economic Initiative Fund (EIF) Loan Request – Auld Ned's, LLC dba The Emerald Oak
4. EIF Loan Discussion Re. Correspondence with Attorney Wood

G. UNFINISHED BUSINESS

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

J. ADJOURNMENT

**CITY OF KALAMAZOO
ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING
Thursday, May 21, 2026
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007**

MEMBERS PRESENT: Sharon Ferraro; Rachel Bair; Drew Duncan; Michael Gurnee; *Scott Petersen; Kyle Gulau; Jason Novotny; Lucas Middleton

MEMBERS ABSENT: T.J. Ward; Andrew Schipper; Eddie Warr

CITY STAFF PRESENT: Jamie McCarthy (Development Manager); Beth Cheeseman (Executive Administrative Assistant); *Jessica Wood (Attorney, Dickinson-Wright); Erin Hahn (Business Specialist); Jared Chamber (Development Administrator); Ann Howard (Brownfield Project Assistant)

*Jessica Wood attended the meeting virtually.

Meeting was called to order at 7:51 AM by Director Middleton.

MOTION TO EXCUSE ABSENT MEMBERS: Director Novotny moved to excuse absent members; seconded by Director Duncan. Motion approved by voice vote unanimously.

APPROVAL OF AGENDA: Director Ferraro moved approval of the agenda as presented; seconded by Director Gurnee. Motion approved by voice vote unanimously.

*Director Peterson entered the meeting at this time.

APPROVAL OF MINUTES: Director Duncan moved approval of April 16, 2026 minutes as presented; seconded by Director Ferraro. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

Ms. Mattie Jordan-Woods stated that in March she addressed the Board and asked for a response to her questions. She read her previous questions to the Board. Ms. Jordan-Woods said that she received a response that didn't answer her questions. She said she asked the questions because it was clear to her that the EDC/BRA policy hadn't been followed for a particular project. Ms. Jordan Woods asked when they had changed their policy, and if they were going to ask all other developers for the same information. She also asked who decides when public comment is put in the minutes or left out of the minutes. Ms. Jordan-Woods stated that she was given the Board's policies. She commented that there was a presentation for a recovery house, and she asked about the sale price of the property. It was clear that it hadn't been determined if the property would be leased or sold. Ms. Jordan-Woods stated that in the next month's meeting they approved and had documentation showing that an amount had been worked out. She commented that many smaller developers give up, but she is choosing not to give up. Ms. Jordan-Woods stated that her last question was to find out the procedure for her to ask for a letter of support from this Board so she could go to the county Brownfield for her project.

Director Middleton thanked Ms. Jordan-Woods for her comments and stated that they pertained more closely to the Brownfield Redevelopment Board.

Ms. Jordan-Woods stated that she would repeat her comments during the BRA Board meeting. She said she is asking for a response to her questions - not a policy they already know isn't being followed.

DIRECTORS' COMMENTS

None.

NEW BUSINESS

1. Approval of a recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Processor license for 3300 Miller Road, LLC, located at 3300 Miller Road.

Ms. Erin Hahn stated that this business had passed their inspections, paid their taxes, and was aligned with their site plan.

Director Ferraro moved approval of a recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Processor license for 3300 Miller Road, LLC, located at 3300 Miller Road; seconded by Director Duncan.

A roll call vote was taken, and the motion passed unanimously.

2. Approval of a recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Retailer license for Refine Michigan Co. dba the Refinery, located at 3650 Alvan Rd.

Ms. Erin Hahn shared that this business was also compliant with site plan, passed their inspections, and paid their taxes.

Director Ferraro moved approval of a recommendation to the City Clerk's Office of a 2-year renewal of the Adult Use Retailer license for Refine Michigan Co. dba the Refinery, located at 3650 Alvan Rd; seconded by Director Gurnee.

A roll call vote was taken, and the motion passed unanimously.

3. Discussion About EDC Conflict of Interest Form

Mr. Bobby Boyd found they needed up-to-date conflict of interest forms.

Attorney Wood said they are using a generic form just for disclosure. She shared that conflict of interest is usually more narrowly defined than people believe. If you are in conflict, the procedure is to abstain from that deliberation and decision. She requested that Board members let them know of any possible conflicts and they would do the analysis.

Mr. Boyd requested Board members fill out the forms and return them to him by May 31.

Director Novotny noted there are three sections to the document. The first section seems to reference ongoing direct business – contractual agreements with the City's entity. The second section refers to

their day-jobs (all should fill out the second section). The third section is directed towards contractual agreements from what you would have in section two to external groups in section three. He said he was stating it aloud, so all were reading it the same way.

Attorney Wood said they usually see potential conflicts come from an employer or business relationship. She said they are on the Board because of their expertise which will potentially lead to conflicts.

Director Gulau confirmed they should fill out one form for the EDC and one form for the BRA.

UNFINISHED BUSINESS

None.

COMMUNICATIONS AND ANNOUNCEMENTS

Mr. Boyd said he was looking to make an amendment to the EIF Loan. He found that some businesses don't want the notoriety of ribbon cutting. Mr. Boyd wants something to promote the businesses to the community that will be mutually beneficial.

Director Ferraro stated that State and Federal grants require a sign noting their contributions. She suggested the City could do the same.

Director Petersen suggested including it in the policy that the City of Kalamazoo will market your business in this way or the business can sign a form refusing and give reasons why.

Director Bair asked about the dashboard Mr. Boyd mentioned at the last meeting. Mr. Boyd said he is still working on that. He is trying to verify the number of jobs that came out of each project.

Director Petersen asked for an update on a SWMF app that was supposed to be coming out to promote local businesses downtown. Mr. Boyd said they had a meeting about that last week. They are waiting for marketing materials. He said they are working with Meghan Behymer, DDA liaison, to go around to businesses downtown that will be affected by the construction happening soon. Director Petersen asked about the launch date, and Mr. Boyd said it is already live with a soft launch. However, they are finding that businesses are hesitant to use it.

STAFF REPORTS AND UPDATES

None.

ADJOURNMENT: Meeting was adjourned at 8:14 AM by Director Middleton.

Signature

Printed Name/Chair

Beth Cheeseman/Recording Clerk

INTER-OFFICE MEMO

To: The Economic Development Corporation Board of Directors

From: Erin Hahn, Business Specialist

Date: May 5, 2026

Re: Adult Use Retailer Permit Renewal for Green Mountain Kzoo, LLC dba Puff Cannabis

The City Clerk’s Office has requested that the Economic Development Corporation (EDC) Board of Directors evaluate the *Marihuana Facility Permit Renewal Application* submitted by: Green Mountain Kzoo, LLC dba Puff Cannabis for its facility at 4305 Portage Rd. and that the EDC Board provides a recommendation regarding the renewal of this permit. The City Operating Permit, issued on 7/16/2025, is scheduled to expire on 7/31/2026, and must be renewed before its expiration for the facility to continue operating. The applicant has submitted the required renewal application and the annual permit fee. Below is the ordinance language that describes the specific role and responsibilities of the EDC in this process:

§ 20B-12

C. In determining whether to grant a renewal of a permit, the members of the City’s Economic Development Corporation board will evaluate the permit holder’s compliance with the statements it provided with its initial application and submission with its request for renewal of the following information:

1. The Staffing plan for the business which describes the actual number of employees, including the number and type of jobs that the facility has created, and the amount and type of compensation (including benefits) paid for such jobs.
 - There are 16 full-time employees and 0 part-time employees.
 - 1 General Manager, earning \$83,200 annually
 - 1 Assistant Manager, earning \$62,400 annually
 - 1 Sales Lead, earning \$46,800 annually
 - 10 Sales Associates, earning \$32,640 annually
 - 3 Receptionists, earning \$32,640 annually
 - All employees are offered health insurance benefits.

2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the business, results of efforts for community outreach and worker training programs.
 - Hired local residents from a job fair held on March 29, 2025
 - Contribution to excise tax from cannabis retailers
 - Annual permit renewal fees of \$5,000
 - Donated 250 turkeys with a turkey drive
 - Sponsored wrestling league events in April 2025 and December 2025
 - Annual hands-on staff training

3. An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents.
 - Advocates for policy reforms at the local and state levels to promote equity in the cannabis industry, including measures to expunge past cannabis convictions.
 - Collaborates with community organizations and legal experts to provide pro bono legal assistance to individuals seeking expungement of cannabis-related offenses.
 - Engages in public education campaigns to raise awareness about the disproportionate impact of cannabis prohibition on marginalized communities and the importance of social equity in cannabis legalization.

4. A statement that the business is not in default to the City for any property tax, special assessment, utility charges, fines, fees, or other financial obligations owed to the City.
 - The business is in good standing.

5. A statement that the hiring and public accommodation practices of the facility conform to the City's Nondiscrimination Ordinance provisions and documentation of the total number of employees broken out by managerial and operational employees, number of women, and number of minority employees and number of employees disproportionately impacted by marihuana prohibition and enforcement.
 - The hiring and public accommodation practices of the facility conform to the City's Nondiscrimination Ordinance provisions.
 - There are 3 employees in Managerial Positions; 0 are women and 0 are minorities.
 - There are 14 employees in Operational Positions; 8 are women and 6 are minorities.

6. A statement, with supporting documentation, providing answers to the following questions:
 - a. How many City residents do you currently employ?
 - 16
 - b. How many current employees reside in Census Tracts 1 (Eastside); 9, 10 (Edison), and/or 2.02,3 (Northside)?
 - 0
 - c. What is your plan to employ residents of the identified census tracts?
 - Interviews are automatically offered to candidates from the identified census tracts. They will also continue to participate in local job fairs.
 - d. How many of your employees have prior marihuana convictions (excepting a conviction for delivery or distribution to a minor)?
 - 2
 - e. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

- All employees have the same opportunity to move up in the company; two managers have prior marihuana convictions.
7. Proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.
- Gold

Please see the attached Marihuana Renewal Application Checklist, completed by City staff to verify if all ordinance requirements have been met.

The applicant has no outstanding financial obligations to the City, and there have been no complaints to the City Manager regarding compliance with the City’s anti-discrimination ordinance. The facility has passed its City Fire & Zoning inspections. The applicant has met all the requirements for renewal.

RECOMMENDATION

Staff recommends that the EDC Board recommend to the City Clerk’s Office a 2-year approval of the Adult Use Retailer Permit to Green Mountain Kzoo, LLC dba Puff Cannabis.

ATTACHMENTS

Renewal Application, (Staffing Plan), (Community Benefits Statement), and (Social Equity Plan) from the applicant.

Adult Use & Medical Safety Compliance, Marihuana Renewal Application Checklist for:

Green Mountain Kzoo, LLC dba Puff Cannabis

4305 Portage Rd.

Type: Adult Use Retailer

	Date Received	Received By	Comments	
Renewal Application Received	4/7/2026	Erin Hahn		
Inspection Type:	Inspection Date	Completed by:	Satisfactory?	Notes
Zoning Inspection	4/28/2026	Pete Eldridge	Yes	
Fire Inspection	4/28/2026	Scott Brooks	Yes	
	Date	Name	Comments	
Business Community Benefits Check-In	4/29/2026	Erin Hahn		
	Full-Time	Part-Time	Comments	
Jobs Created	16	0		
	Yes/No	Comments:	Verified by:	
Any Past Due Financial Obligations with City? (i.e. taxes owed, fees, fines, etc)	No		Andrew Falkenberg	
Silver Level Social Equity All-Star or better status with the Michigan Cannabis Regulatory Agency	Yes		Erin Hahn	

All Items Complete Yes



**Green Mountain Kzoo
LLC**

DBA Puff

- 1) Marihuana Business Application
- 2) Check to The City Of Kalamazoo for \$5,000

MARIHUANA BUSINESS PERMIT RENEWAL APPLICATION

Pursuant to Chapter 20B of the Kalamazoo City Code

**City of Kalamazoo
Office of the City Clerk
241 West South Street
Kalamazoo, MI 49007**

(Please Print)

BUSINESS INFORMATION (The entity that is licensed by the state and that holds a City MMF permit)

Official Business Name Green Mountain Kzoo LLC

Business Address 4305 Portage St

City Kalamazoo State MI Zip Code 49001 Business Phone 248-755-2443

Business E-mail Nickhannawa@gmail.com Business Website https://www.shoppuff.com/stores/kalamazoo/

TYPE OF PERMIT BEING RENEWED

Medical

Grower:

Class A (500 plants)

Class B (1,000 plants)

Class C (1,500 plants) No. of Class C Permits _____

Processor

Safety Compliance

Provisioning Center

Secure Transporter

Adult Use

Grower:

Class A (100 plants)

Class B (500 plants)

Class C (2,000 plants) No. of Class C Permits _____

Excess Grower

Processor

Safety Compliance

Microbusiness

Retailer

Secure Transporter

Designated Consumption Lounge

FACILITY INFORMATION

Property Address 4305 Portage Street Kalamazoo MI 49001

Real Property Parcel Number 06-91-062-014

Advertised Facility Name Puff Cannabis

Manager - Full Name Alex Nothelfer

CONTACT INFORMATION [the primary point(s) of contact for this application]

Name Justin Elias

Address 787 Ann St

City Birmingham

State MI

Zip Code 48009

Phone 248-882-1717

E-mail Jelias@shoppuff.com

Name _____

Address _____

City _____

State _____

Zip Code _____

Phone _____

E-mail _____

ATTACHMENTS

Please attach the following as separate documents to this application:

1. The attached Staffing Plan worksheet and any additional pages that provide a description of the actual number of employees, including the number and type of jobs that the licensed facility has created, and the amount and type of compensation (including benefits) paid for such jobs; and
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the facility; the results of community outreach efforts; and worker training programs.
3. A social equity plan that: (a) promotes and encourages participation in the marihuana industry by local residents who have been disproportionately impacted by marihuana prohibition and enforcement; and (b) positively impacts local residents.
4. Documentation that indicates your business qualifies as a Silver Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency. **A marihuana business must meet this qualification to be eligible for permit renewal with the City of Kalamazoo.**

The City's Economic Development Corporation will use the information provided in these documents to evaluate the permit holder's compliance with the statements it provided with its initial application (specifically the representations made in Attachment G – Staffing Plan and Attachment H – Community Benefits Statement).

Please complete the following certifications:

- The permitted facility is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.
- The hiring and public accommodation practices of the permitted facility conforms to the City's anti-discrimination ordinance provisions.
- I consent to an inspection of the permitted premises as required by ordinance to ensure the premises and its systems are in compliance with the requirements of Chapter 20B of the Kalamazoo City Code.
- I understand that renewal of a City Operating Permit is contingent on the renewal of the State Operating License for this facility.

I hereby certify under the penalty of perjury that the statements made in this application, including all attachments thereto, are true. I further certify that I am an officer, director, or managerial employee of the applicant or a person who holds a direct or indirect ownership interest in the applicant.

Applicant Signature:  Date: 3/25/2026

Name (printed): Justin Elias Position: Member

STAFFING PLAN

Summary

Please indicate the number of employees who work at the licensed facility:

Full-time employees (32+ hours per week) 16 Part-time employees (< 32 hours per week)

Position Types and Compensation

Please provide a description of the types of jobs the licensed facility has created, along with the amount of compensation and benefits paid for such jobs:

Position Title: General Manager Annual Average Compensation \$83,200

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Assistant Manager Annual Average Compensation \$62,400

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Sales Lead Annual Average Compensation \$46,800

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Sales Associate Annual Average Compensation \$32,640

How many people are employed in this position at the licensed facility? 10

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Reception Annual Average Compensation \$32,640

How many people are employed in this position at the licensed facility? 3

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Please provide information on any benefits other than health insurance that are offered to all employees:

Attach additional pages as necessary.

ECONOMIC BENEFITS

Please fill out the information below relating to Economic Benefits to the City and the job creation for local residents achieved by the business, results of efforts for community Outreach and worker training programs

ECONOMIC BENEFITS		
Economic Benefit	Description	Amount
Employment	Hired local residents	\$600,000
Construction & development	Built brand new cconstruction & utilized local contractors	Approx \$1M
Excise tax & annual pay per license	Kalamazoo will earl 25% of excise tax paid	\$57,515 + annaul fee
licensing	annual renewal of permit	\$5,000

JOB CREATION FOR LOCAL RESIDENTS		
Initiative/Description	Date(s)	Outcomes
Job Fair	March 29 2025	Hired local Staff

COMMUNITY OUTREACH		
Initiative/Description	Date(s)	Outcomes
2025 Annual Turkey Drive	Nov 2025	Donated 250 turkeys
Wresting league	April 2025 December 2025	Sponsored event

WORKER TRAINING PROGRAMS		
Initiative/Description	Date(s)	Outcomes
Hands on trainig	Yearly	All staff trained and annually retrained
See attached employment + staffing training manual		

SOCIAL EQUITY

Please fill out the information below relating to Social Equity with an explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents;

SOCIAL EQUITY PLAN INITIATIVE		
Initiative/Description	Date(s)	Outcomes
<i>See attached</i>		

EMPLOYEE DEMOGRAPHIC INFORMATION

Total Number of Employees:		
Employees in Managerial Positions	Total Employees	3
	Number of Women	✓
	Number of Minorities	✓
Employees in Operational Positions:	Total Employees	14
	Number of Women	8
	Number of Minorities	6

How many City Residents do you currently employ?	Total Employees	16
How many residents do you currently employ from these Census Tracts?	Census Tract 1 (Eastside Neighborhood)	\
	Census Tracts 9 and/or 10 (Edison Neighborhood)	\
	Census Tracts 2.02, and/or 3 (Northside Neighborhood)	\

1. What is your plan to employ residents of the identified Census Tracts?

We will offer interviews to candidates that apply in those neighborhoods. We will also continue to participate in local job fairs.

Attach additional pages as necessary.

2. How many of your employees have prior marihuana convictions or expungements (excepting a conviction for delivery or distribution to a minor)?

Number of employees with marihuana convictions 2

3. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

We will continue to hire employees locally and with convictions. Two of our current managers have prior marihuana convictions.

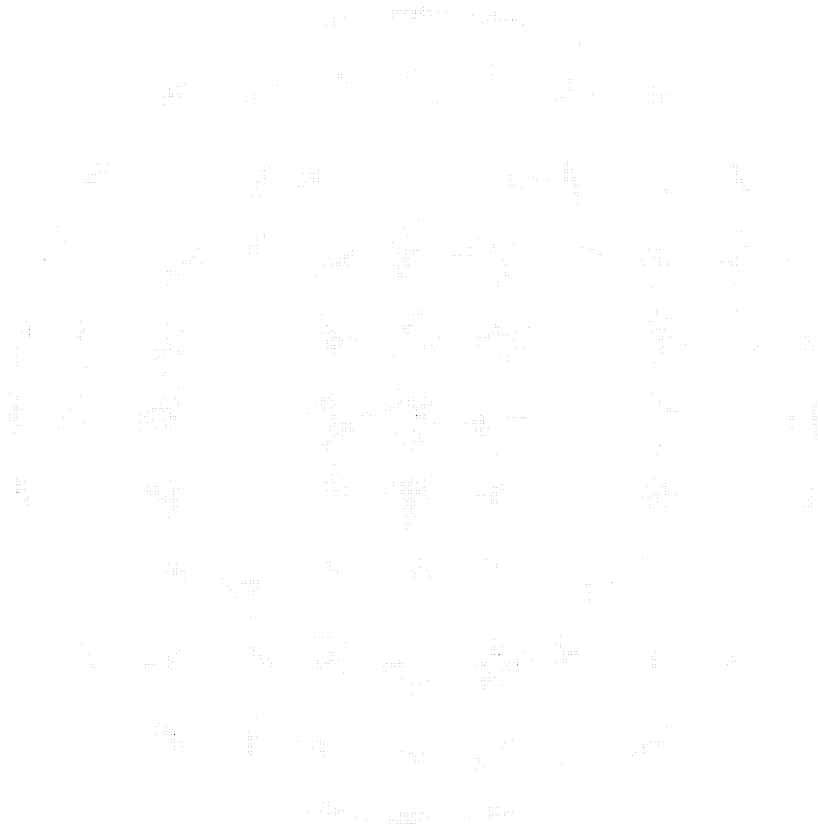
Attach additional pages as necessary.

4. Please attach proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.

ATTACHMENT A

PROOF OF CORPORATION REGISTRATION

If the business is a LLC, Partnership, Corporation or other, please provide proof of registration with, or a certificate of good standing from, the Michigan Department of Licensing and Regulatory Affairs – Corporations, Securities, and Commercial Licensing Bureau.



LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

GREEN MOUNTAIN KZOO, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JUSTIN ELIAS
2. Street Address: 4330 SOUTH LAKE LANE
Apt/Suite/Other:
City: SHELBY TOWNSHIP
State: MI Zip Code: 48316

3. Registered Office Mailing Address:
P.O. Box or Street Address: 4330 SOUTH LAKE LANE
Apt/Suite/Other:
City: SHELBY TOWNSHIP
State: MI Zip Code: 48316

Article V

(Insert any desired additional provision authorized by the Act.)
THE BUSINESS OF THE COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 25th Day of April, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
Justin Elias	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

GREEN MOUNTAIN KZOO, LLC

ID Number: 803028840

received by electronic transmission on April 25, 2023 **, is hereby endorsed.**

Filed on April 25, 2023 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25th day of April, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



This is to certify:

Entity Name: GREEN MOUNTAIN KZOO, LLC

Entity ID#: 803028840

Entity Type: Domestic Limited Liability Company

Initial Filing Date: 04/25/2023

Delayed Effective Date:

Formation Jurisdiction: Michigan

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

That the above referenced entity was validly organized and is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued in conformity with the Act it is formed under to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, on March 25, 2026.



Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 62643

Verify this certificate at: www.michigan.gov/corpverifycertificate

ATTACHMENT B

DEED, LEASE, or `OPTION AGREEMENT

Please attach one:

- A copy of any deed reflecting the applicant's ownership of the proposed licensed premises

OR

- A copy of a lease reflecting the right of the applicant to possess the proposed licensed premises

OR

- A copy of an agreement reflecting the applicant's right to purchase the proposed licensed premises

OR

- A copy of an agreement reflecting the applicant's right to lease the proposed licensed premises

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of January 1, 2025 (and shall be effective as defined below), by and between J Elias Management Inc, a Michigan corporation d/b/a Puff ("Assignor"), Green Mountain Kzoo, LLC, a Michigan limited liability company ("Assignee "), and JEK Properties, LLC, a Michigan Limited Liability Company whose address is 4305 Portage St., Kalamazoo, Michigan 49001 ("Landlord"),.

WHEREAS, Landlord, and Assignor, as tenant, are parties to that certain Lease Agreement dated as of January 1, 2023 ("Lease"), a true and complete copy of which is attached hereto as Exhibit A, regarding the premises located 4305 Portage St., Kalamazoo, Michigan 49001 more particularly described in the Lease (the "Premises");

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee, and Assignee desires to accept such assignment and assume Assignor's obligations under the Lease; and

WHEREAS, Landlord is willing to consent to such assignment and assumption of the Lease, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby expressly agree, covenant, and acknowledge as follows:

1. **Assignment.** As of the Effective Date of this Assignment, as defined in Paragraph 5, Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease. Assignor shall indemnify, defend, and hold harmless Assignee from and against any and all claims, demands, losses, damages, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of or relating to any liabilities, obligations, and duties of Assignor under the Lease, which first occurred or accrued prior to the Effective Date.

2. **Assumption.** Assignee accepts the foregoing assignment, transfer, and conveyance and agrees to assume and perform any and all of the liabilities, obligations, and duties of Assignor under the Lease that first occur and accrue on or after the Effective Date. Assignee shall indemnify, defend, and hold harmless Assignor from and against any and all claims, demands, losses, damages, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of or relating to any liabilities, obligations, and duties of Assignee under the Lease, which first occur and accrue on or after the Effective Date.

3. **Condition of Premises.** Assignee has caused the Premises to be inspected to its satisfaction and agrees to accept the Premises in their present 'as is' condition. Assignee hereby warrants, acknowledges, and agrees that no statements or representations of any kind have been made to it at any time by Landlord, Assignor, or anyone acting by, for or under their direction,

regarding the condition of the Premises, and that Assignee has relied on none of the foregoing in executing this Assignment.

4. Acceptance and Consent of Landlord. Landlord accepts and consents to this Assignment and acknowledges that all of Assignor's rights under the Lease shall inure to the benefit of Assignee from and after the Effective Date, including Assignor's rights with regard to the security deposit under the Lease.

5. Effective Date. This Assignment shall not be effective unless and until Assignor and Assignee have consummated a pending transfer by Assignor to Assignee of Assignor's principal business assets as a going concern, and the Assignee obtaining the necessary approvals from the State of Michigan Cannabis Regulatory Agency ("CRA License") or the City of Kalamazoo ("Municipal License") for its intended use as a Marijuana retailer and have confirmed the approved transfer of the Municipal License and CRA License to Landlord in writing ("Closing Date"). The Closing Date of the sale and transfer shall be the Effective Date of this Assignment. If the Closing Date does not occur by July 1, 2025, this Assignment shall be terminated ab initio.

6. No Default. To Landlord's knowledge, (i) there are no defaults existing under the Lease on the part of Assignor, and (ii) no events have occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Assignor under the Lease.

7. Address. From and after the Effective Date, Assignee's address for notice/billing as the tenant under the Lease shall be:

Green Mountain Kzoo, LLC
Attn: Justin Elias
4305 Portage St.,
Kalamazoo, Michigan 49001

8. Effect of Assignment. The Lease is hereby ratified and affirmed and remains in full force and effect. In the event of any conflict between the Lease and this Assignment, this Assignment shall control. All capitalized terms used herein and not redefined in this Assignment shall have the same meaning ascribed to such terms in the Lease.

9. Agreement Binding. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their heirs, personal representatives, successors, and assigns. The parties hereto hereby agree that they shall timely execute and deliver all further and additional instruments, agreements, and documents, and take or refrain from taking all actions, as the case may be, as is necessary to evidence and carry out the provisions of this Assignment.

10. Authority. Assignor and Assignee each hereby represent and warrant that the individual executing this Assignment on its behalf is duly authorized to execute and deliver this Assignment on its behalf and that this Assignment constitutes such party's valid and binding agreement in accordance with the terms hereof.

11. Modification. This Assignment may be modified or amended only in writing, signed by all of the parties hereto.

12. Governing Law. The laws of the State of Michigan will govern this Assignment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby.

13. Entire Agreement. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements, or understandings (written or oral) with respect hereto are merged into and superseded by this Assignment.

14. Multiple Counterparts; Effectiveness. This Assignment may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart signature page.

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

ASSIGNOR:

J Elias Management Inc,
a Michigan corporation

By: 

Justin Elias, President

ASSIGNEE:

Green Mountain Kzoo, LLC,
a Michigan limited liability company

By: 

Justin Elias, Authorized Member

LANDLORD:

JEK Properties, LLC,
a Michigan limited liability company

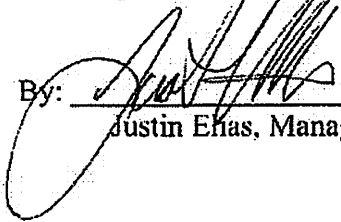
By:  _____
Justin Ehas, Manager

EXHIBIT A

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is effective as of January 1, 2023 ("Effective Date") defined below, between **JEK Properties, LLC**, a Michigan Limited Liability Company whose address is 4305 Portage St., Kalamazoo, Michigan 49001 ("Landlord"), and **J Elias Management Inc**, a Michigan corporation d/b/a Puff whose address is 1680 Marquette ST Suite A, Bay City, MI 48706 ("Tenant"), on the following terms and conditions:

1. **Property.** Landlord leases to Tenant, and Tenant rents from Landlord, the Property at 4305 Portage St., Kalamazoo, Michigan 49001 more fully described on Exhibit A attached (the "Property").

2. **Rental Term.** The term of this Agreement (the "Term") shall commence as of the Effective Date, and shall continue for the term of ten (10) years from the Effective Date, unless sooner terminated or extended as hereinafter set forth. As the end of the Initial Term, the Tenant shall have the automatic option to renew the term for two (2) additional terms of five (5) years each under the same rental rate set forth below. The renewal term shall renew automatically beginning on the first day following the expiration of the immediately preceding Term. If Tenant desires not to exercise its option to renew, it shall do so by giving Landlord written notice thereof not later than thirty (30) days prior to the expiration of the initial term or subsequent renewal option terms if applicable of Tenant's election not to renew, and thereupon Tenant shall be released from the obligations of this Lease and the Lease shall terminate at the end of that current Term.

(a) **Early Termination.** If Tenant does not receive approval from the State of Michigan or the City of Kalamazoo for its intended use as a Marijuana retailer (as set forth in section 3 below), or if the approvals are later revoked by the State of Michigan or the City of Kalamazoo then this Lease may be terminated by Tenant at Tenant's option and by notice to Landlord, and the Lease thereafter shall be void and of no further effect, and neither party shall bear any legal or financial obligation to the other.

3. **Use of Property.** Tenant shall use the Property for the operation of its current business, and other uses as allowable by law. Tenant will not use the Property in any manner that violates any applicable local, or State laws, however, Landlord expressly consents that Tenant may use the Property for the sale of products as allowable under Michigan Cannabis Regulatory Agency as a medical marijuana provisioning center business or recreational marijuana retailer business or with

licenses and permits issued by the City of Kalamazoo and the State of Michigan for the sale of marijuana products and related uses, as may be allowed by the licenses. The Landlord further acknowledges that the use and sale of marijuana is a violation of the Controlled Substances Act, and Landlord hereby agrees that the above-described use shall not be considered a breach of the terms or covenants contained herein due to any supposed violation of the Controlled Substances Act and/or any other federal law regarding Cannabis.

4. **Rent.** Tenant hereby agrees to pay to Landlord during the Term and any renewal Terms as annual (yearly) base rent of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) for the Property payable in equal monthly installments of Ten Thousand and 00/100 (\$10,000.00) Dollars each ("Rent"). Such monthly installments shall begin on the date that the State of Michigan approves the Tenant for medical marijuana provisioning center license or recreational marijuana retailer license under the Michigan Cannabis Regulatory Agency or the Effective Date of this Agreement whichever is later ("Rent Commencement Date") and shall be paid in advance of the first day of each month during the Term.

5. **Security deposit.** There shall be no Security Deposit.

6. **Taxes and Assessments.** Landlord shall pay all real property taxes and installments of special assessments which become due during the Term and which are levied against the Property, without proration. The Tenant shall pay and be responsible for any of Tenants' personal property taxes.

(a) **Insurance and Indemnity.** Landlord shall, at its own cost and expense, or through the Greystone Industrial Center Condominium Association, procure and maintain in full force and effect fire and extended coverage insurance with an all-risk endorsement on the Property for its full insurable replacement cost (excluding foundations and excavation).

(b) Tenant shall maintain a policy of general public liability insurance in an amount at least equal to One Million (\$1,000,000) Dollars single limit coverage for property damage, bodily injury or death. Such policy of general public liability insurance shall name Landlord as an additional insured and shall provide by endorsement or otherwise that such insurance may not be canceled, terminated, amended, or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Landlord. Tenant shall, upon demand, provide Landlord with appropriate evidence of such insurance coverage.

(c) Tenant shall insure all of its personal property and equipment upon the Premises to the full extent of its replacement cost against risk of loss from any cause whatsoever.

(d) Tenant shall indemnify and hold Landlord and any mortgagees harmless from all claims, demands, actions, losses, damages and liabilities and all fees, costs and expenses (including reasonable attorneys' fees) relating to or in any way arising from Tenants' use of the Property, from any cause whatsoever.

(e) Tenant, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against Landlord, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance policies.

7. **Construction Liens.** Tenant shall keep the Property free from any liens arising out of any work performed thereon, materials furnished thereto or obligations incurred by Tenant. Tenant shall indemnify, defend and hold Landlord harmless against all liability, loss, damage, costs and all other expenses arising out of claims of lien for work performed or materials furnished to or for the benefit of Tenant.

8. **Repairs and Maintenance.** Tenant shall keep and maintain the Property, and every part thereof, and including but not limited to, all structural, nonstructural, and interior portions of the buildings and improvements located in the Property, including doors and windows, in good and sanitary order, condition and repair, and will deliver the same to Landlord at the expiration of the Term in as good a condition as when received, except for reasonable use and wear thereof, and unrepaired damage or destruction as controlled by the provisions of Paragraph 11 hereof. Landlord, at Landlords cost, shall maintain and be responsible for the HVAC, roof, outer walls, fire suppression, and maintenance of the exterior of the Premises including but not limited to: landscaping maintenance, snow removal, parking lot and driveway repair and maintenance, and garbage removal.

9. **Landlords Improvements for Benefit of Tenant.** Landlord, at Tenant's cost, shall have the Property in white box condition for Tenants use.

10. **Alterations and Additions.** Tenant may not alter or add to the Property without Landlord's prior written consent. Landlord shall have no obligation to make any alteration or addition to the Property during the Term. All right, title and interest to any alterations and additions to the interior or exterior of the Property during the Term, except for trade fixtures and removable equipment, shall be the property of Landlord and shall be deemed to be a part of the Property, and shall

remain on, and be surrendered with, the Property upon the termination of this Agreement, without cost or expense to Landlord.

11. **Utilities.** During the Term, Tenant shall pay for all gas, heat, light, power, water, sewer, telephone or other communication service, janitorial services, garbage disposal and all other utilities and services supplied to Tenant upon the Property. Landlord shall not be liable to Tenant for damages or otherwise for any failure or interruption of any such service furnished to the Property.

12. **Restoration.** If the Property is damaged or destroyed, in whole or in part, Landlord shall repair, restore, replace or rebuild the Property, or the part thereof so damaged, as nearly as possible to the value, condition and character of the Property immediately prior to the occurrence of such damage or destruction or as set forth by the Greystone Industrial Center By-Laws for repairs of common elements. Landlord shall not be liable for Tenants property, equipment, or fixtures that are damaged or destroyed as Tenant shall look to its own property insurance for such claims as stated in paragraph 6. Tenant shall not be entitled to an abatement of rent during the construction period.

13. **Environmental Representations, Warranties and Covenants.** Tenant shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials (as hereinafter defined) or other substances used or stored on the Premises in connection with Tenant's business conduct therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Tenant shall not spill, introduce, discharge or bury any Hazardous Materials, substance or containment of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. Tenant shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Tenant shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Tenant shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnity or insurance obligations under this Agreement. Tenant shall indemnify and hold harmless Landlord from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Tenant, its agents, employees or invitees, during the Term hereof. The obligations of Tenant under this Section shall survive the termination of this Agreement. "Hazardous Materials" shall include, without limitation, any chemical or other materials

which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated thereof, all as amended.

14. **Condemnation.** If all or any substantial part of the Property is taken or condemned by a governmental authority, or shall be conveyed by Landlord to a governmental authority under a threat of such taking or condemnation, the rights and obligations of Landlord and Tenant with respect to such taking or condemnation, shall be as provided in this paragraph. If twenty-five percent (25%) or more of the gross floor area of the buildings located upon the Property is so taken, condemned or conveyed, or if the Property is rendered unsuitable for the use described in Paragraph 3 above, this Agreement shall terminate as of the date of such taking, condemnation or conveyance, and rent shall be prorated as of such date. If less than twenty-five (25%) of the gross floor area of the buildings located upon the Property is taken, condemned or conveyed, and the Property remains suitable for the use described in Paragraph 3 above, this Agreement shall remain in effect; provided, however, that the rent payable by Tenant shall be reduced for the remainder of the Term in the same proportion which the number of square feet of gross floor area within the buildings located upon the Property following such taking, condemnation or conveyance bears to the number of square feet of gross floor area within the building located upon the Property prior to such taking, condemnation or conveyance. To the extent that the award made for the taking is available to Landlord, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Property so as to constitute the portion of the Property not taken as a complete unit, and Tenant shall have no obligation to make any such repairs or alterations. Landlord shall be entitled to the entire award made for any taking, condemnation or conveyance, except that Tenant shall not be precluded from pursuing any claim directly against the condemning authority for its loss.

15. **Assignment and Subletting.** Tenant may not assign this Agreement or sublet all or any part of the Property at any time during the Term of this Agreement without the prior written consent of Landlord.

16. **Default.** If default is made by Tenant in the payment of rent or in the performance of any of the conditions or covenants in this Agreement, and if such default shall continue for a period of ten (10) days after written notice is given to Tenant by Landlord specifying the default, then Landlord shall have the right to reenter the Property and remove Tenant and all persons therefrom and Landlord shall have the right to it's remedies under the law including court action for eviction and suit for any allowable damages, and shall have the right to terminate this Agreement..

17. **Quiet Enjoyment.** Landlord covenants that, upon Tenant's paying the rent and performing all of the terms, covenants and conditions Tenant is to perform hereunder, Tenant shall peaceably and quietly enjoy the Property hereby demised, free of claims of paramount title or of any person claiming under or through Landlord, and free and clear of all exceptions, reservations or encumbrances other than those set forth herein, and those Tenant subsequently approves in writing.

18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns.

19. **Headings.** The headings contained herein are for the convenience of the parties and are not to be used in construing this Agreement.

20. **Remedies Cumulative; Waiver.** All rights and remedies of Landlord hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior or subsequent thereto.

21. **Choice of Law; Invalidation of Terms.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements and contacts made and to be performed in that state. The invalidation of one or more Agreement terms shall not affect the validity of the remaining terms.

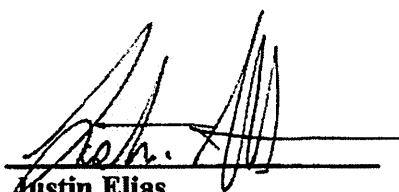
22. **Notices.** All notices herein required shall be given in writing upon the parties at the addresses last known to the other party. Any notice shall be deemed to have been given when personally delivered or when sent by ordinary mail, and postage prepaid. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

23. **Amendment.** This Agreement represents the entire agreement between the parties. It may not be amended, altered or modified except by a writing signed by the party against who enforcement of any waiver, change, modification or discharge is sought.

24. **Counterparts.** This Agreement may be signed in counterparts and all of such counterparts together shall serve as a fully executed agreement, binding upon the parties. All of the signers to any one of the counterparts of this Agreement agree to be bound by the terms of this Agreement even if it is not signed by any or all of the other listed signers.

The parties have executed this Agreement to be effective on the day and year first above written.

LANDLORD:
JEK Properties, LLC,
a Michigan Limited Liability Company

BY: 
Justin Elias
Its: Authorized Member

TENANT:
J Elias Management Inc
a Michigan corporation

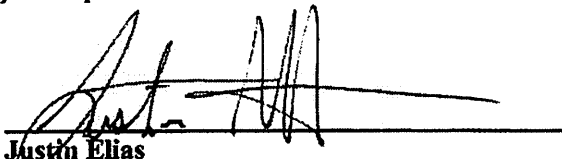
BY: 
Justin Elias
Its: President

EXHIBIT A

DESCRIPTION OF PROPERTY

Property located in the City of Kalamazoo, Kalamazoo County, Michigan

Legal Description:

Land situated in the City of Kalamazoo, County of Kalamazoo, State of Michigan to wit:

Beginning in the North and South 1/4 line of Section 35, Town 2 South, Range 11 West at a point 200 feet North of the Southwest corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section running North along the North and South 1/4 line of said Section 132 feet; thence East parallel to South line of the North 1/2 of the Southwest 1/4 of said the Southeast 1/4 of said Section 175 feet; thence South parallel to said North and South 1/4 line 132 feet; thence West 175 feet to the place of beginning

Commonly known as: 4305 Portage St., Kalamazoo, Michigan 49001

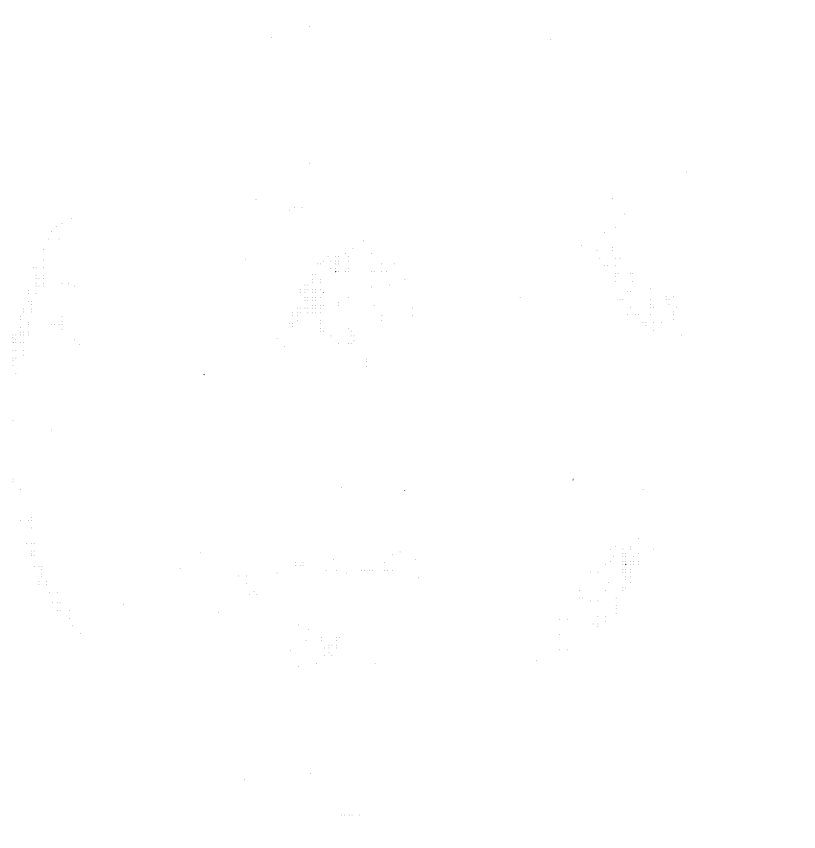
Tax Item No. 06-35-450-001

ATTACHMENT C

PROPERTY OWNER'S AUTHORIZATION

A notarized statement from the owner of the property authorizing the use of the property for a marijuana business.

NOTE: this attachment is necessary only if the applicant is not the owner of the proposed licensed premises.



March 25, 2026

JEK Properties LLC

Re: Application for Adult Marijuana Retailer

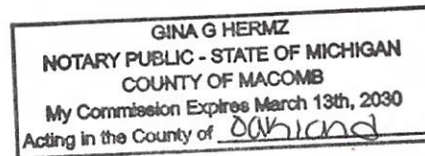
To whom it may concern,

- JEK Properties LLC is the owner of 4305 Portage Street Kalamazoo MI 49001.
- JEK Properties LLC authorized Green Mountain Kzoo LLC to submit an application to the city of Kalamazoo for an adult use marijuana retailer at 4305 Portage street Kalamazoo MI 49001

If you have any questions, please feel free to reach out to me at 248-882-1717

Respectfully,

X 
Justin Elias

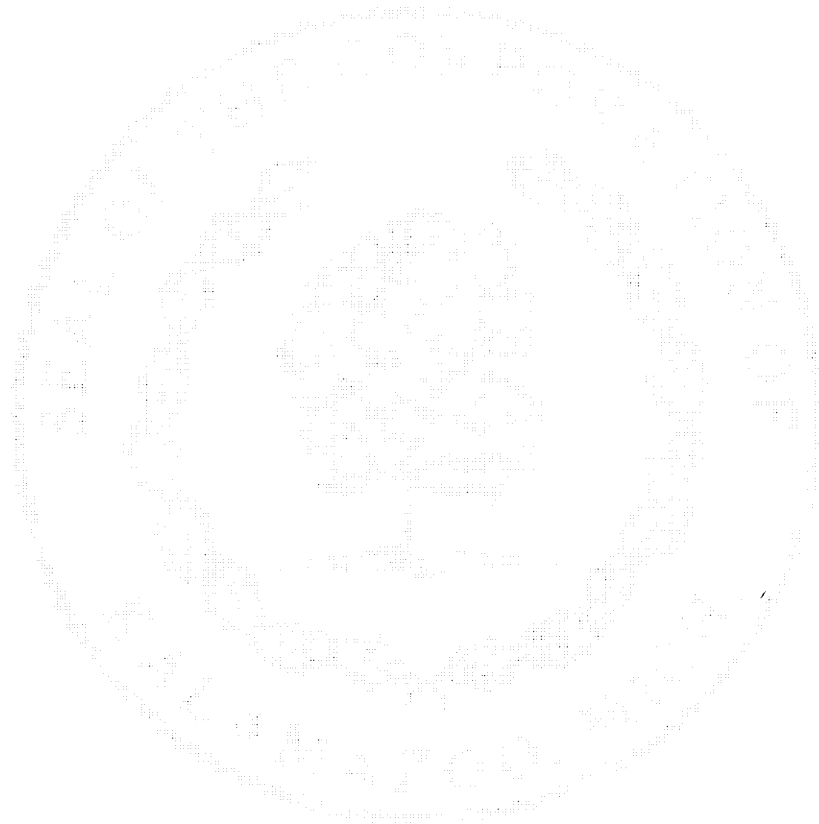


Date 3/27/26

ATTACHMENT D

DIAGRAM OF PROPOSED LICENSED PREMISE

A "to scale" diagram of the proposed licensed premises, no larger than eleven (11) inches by seventeen (17) inches, showing, without limitation, building floor plan and layout, all entryways, doorways, or passage ways, and means of public entry and exits to the proposed licensed premises, loading zones, available onsite parking spaces, fencing at the premises, and all areas in which marihuana will be stored, grown, manufactured or dispensed;



REGULATORY SIGN LEGEND:

- STOP SIGN (16"x16")
- EXIT ONLY (10"x14")
- BARRIER FREE PARKING (12"x16")

REGULATORY SIGN LEGEND:

REGULATORY SIGN CODE	DESCRIPTION	REGULATORY SIGN CODE	DESCRIPTION
1	STOP SIGN (16"x16")	11	STREET LIGHT POLE
2	EXIT ONLY (10"x14")	12	STREET LIGHT POLE
3	BARRIER FREE PARKING (12"x16")	13	STREET LIGHT POLE
4	STOP SIGN (16"x16")	14	STREET LIGHT POLE
5	EXIT ONLY (10"x14")	15	STREET LIGHT POLE
6	BARRIER FREE PARKING (12"x16")	16	STREET LIGHT POLE
7	STOP SIGN (16"x16")	17	STREET LIGHT POLE
8	EXIT ONLY (10"x14")	18	STREET LIGHT POLE
9	BARRIER FREE PARKING (12"x16")	19	STREET LIGHT POLE
10	STOP SIGN (16"x16")	20	STREET LIGHT POLE
11	EXIT ONLY (10"x14")	21	STREET LIGHT POLE
12	BARRIER FREE PARKING (12"x16")	22	STREET LIGHT POLE
13	STOP SIGN (16"x16")	23	STREET LIGHT POLE
14	EXIT ONLY (10"x14")	24	STREET LIGHT POLE
15	BARRIER FREE PARKING (12"x16")	25	STREET LIGHT POLE
16	STOP SIGN (16"x16")	26	STREET LIGHT POLE
17	EXIT ONLY (10"x14")	27	STREET LIGHT POLE
18	BARRIER FREE PARKING (12"x16")	28	STREET LIGHT POLE
19	STOP SIGN (16"x16")	29	STREET LIGHT POLE
20	EXIT ONLY (10"x14")	30	STREET LIGHT POLE
21	BARRIER FREE PARKING (12"x16")	31	STREET LIGHT POLE
22	STOP SIGN (16"x16")	32	STREET LIGHT POLE
23	EXIT ONLY (10"x14")	33	STREET LIGHT POLE
24	BARRIER FREE PARKING (12"x16")	34	STREET LIGHT POLE
25	STOP SIGN (16"x16")	35	STREET LIGHT POLE
26	EXIT ONLY (10"x14")	36	STREET LIGHT POLE
27	BARRIER FREE PARKING (12"x16")	37	STREET LIGHT POLE
28	STOP SIGN (16"x16")	38	STREET LIGHT POLE
29	EXIT ONLY (10"x14")	39	STREET LIGHT POLE
30	BARRIER FREE PARKING (12"x16")	40	STREET LIGHT POLE
31	STOP SIGN (16"x16")	41	STREET LIGHT POLE
32	EXIT ONLY (10"x14")	42	STREET LIGHT POLE
33	BARRIER FREE PARKING (12"x16")	43	STREET LIGHT POLE
34	STOP SIGN (16"x16")	44	STREET LIGHT POLE
35	EXIT ONLY (10"x14")	45	STREET LIGHT POLE
36	BARRIER FREE PARKING (12"x16")	46	STREET LIGHT POLE
37	STOP SIGN (16"x16")	47	STREET LIGHT POLE
38	EXIT ONLY (10"x14")	48	STREET LIGHT POLE
39	BARRIER FREE PARKING (12"x16")	49	STREET LIGHT POLE
40	STOP SIGN (16"x16")	50	STREET LIGHT POLE

SITE PLAN LAYOUT & COVER SHEET

APPROVED SITE PLAN
05-04-2022
City of Kalamazoo
Bobby Durfee, AICP

PROJECT DESCRIPTION:

SITE WORK RELATED TO THE MARIJUANA PROVISIONING FACILITY INCLUDES:
THE WORK ON THE SUBJECT SITE INCLUDES THE RECONSTRUCTION OF 2,673 SQUARE FEET OF AN EXISTING BUILDING, NEW CONCRETE SIDEWALK & RAMP, NEW ASPHALT PAVEMENT, MAJOR PAVEMENT REPAIRS TO THE EXISTING PARKING LOT PAVEMENT, SEALED CURBS, ALL PROPOSED CONSTRUCTION SHALL MEET THE CITY OF Kalamazoo WITH CITY OF Kalamazoo STANDARDS, SPECIFICATIONS, AND ORDINANCES, AS APPLICABLE.

PROPERTY DESCRIPTION

PARCEL NUMBER 06-35-450-001, 4300 PORTAGE STREET
LAND SITUATED IN THE CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN TO WIT: BEGINNING IN THE NORTH AND SOUTH 1/4 LINE OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 11 WEST AT A POINT 200 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, THENCE EAST PARALLEL TO SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO SAID SECTION 175 FEET; THENCE SOUTH PARALLEL TO SAID NORTH AND SOUTH 1/4 LINE 150 FEET; THENCE WEST 175 FEET TO THE PLACE OF BEGINNING.

ZONING INFORMATION:

ACCORDING TO THE CURRENT CITY OF KALAMAZOO ZONING ORDINANCE THIS PROPERTY IS CURRENTLY ZONED CC (COMMUNITY COMMERCIAL DISTRICT), AND IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) MINIMUM LOT SIZE = 5,000 SFT
- 2) MINIMUM LOT WIDTH = NONE SPECIFIED
- 3) FRONT SETBACK = NONE SPECIFIED
- 4) SIDE SETBACK = NONE SPECIFIED
- 5) REAR SETBACK = NONE SPECIFIED
- 6) MAXIMUM BUILDING HEIGHT = 45 FEET
- 7) MAXIMUM TOTAL IMPERVIOUS = 40% (INCLUDES BUILDINGS)

FLOOD PLAIN NOTE:

THIS PROPERTY LIES IN ZONE "X" AREAS OUTSIDE THE 100 YEAR ANNUAL FLOOD FLOODPLAIN OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 2607230300 WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 11, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

WETLAND NOTE:

ACCORDING TO THE FIRM WE 8000 PRELIMINARY MAPS OF MICHIGAN, THERE ARE NO WETLAND AREAS ON THIS PROPERTY.

SITE DATA:

- 1) ZONE: CC (COMMUNITY COMMERCIAL DISTRICT)
- 2) ADJACENT ZONING: CC (ALL ADJACENT)
- 3) TOTAL GROSS OVERALL AREA = 23,100 SFT OR 0.53 ACRES
- 4) TOTAL GROSS BUILDING AREA = 16,500 SFT
- 5) TOTAL GROSS BUILDING HEIGHT = 2,873 SFT
- 6) MAXIMUM BUILDING HEIGHT ALLOWED = 45'-0"
- 7) MAXIMUM BUILDING LOT COVERAGE ALLOWED = 17%
- 8) MAXIMUM MATERIAL COVERAGE ALLOWED = 40%
- 9) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 10) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 11) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 12) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 13) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 14) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%
- 15) PROPOSED SITE IMPERVIOUS COVERAGE = 15,000/16,500 = 90%

STANDARD NOTES FOR SITE PLANS:

1. A DEVELOPER PERMITTED TO PUBLIC SHALL MAINTAIN AND BE RESPONSIBLE FOR THE FURTHEST LINES OF THE PROPERTY INCLUDING CURBS, LOTS, AND ALLEYS, APPROVED BY CITY OF KALAMAZOO. THIS IS NECESSARY FOR PERMITS FOR PARKING, FOR WATER USES OF 1 TO 10 GALLONS PER DAY, OR FOR THE REQUIREMENTS TO EXTEND THE PUBLIC WATER MAIN AND/OR SANITARY SEWER ALONG BOTH PROPERTY LINES IF NOT ALREADY IN A BUILDING ON A CORNER LOT, THE REQUIREMENTS TO EXTEND THE PUBLIC WATER MAIN AND/OR SANITARY SEWER ALONG BOTH PROPERTY LINES WILL BE REQUIRED.
2. A WATERMAIN LOOKING ALL PUBLIC WATERMAIN SHALL BE LOCATED WHERE POSSIBLE, THE PERMITS SHALL BE APPROVED BY CITY OF KALAMAZOO.
3. A SANITARY SEWER PERMIT IS REQUIRED FOR ALL DOMESTIC, NON-INDUSTRIAL AND INDUSTRIAL DISCHARGES, THE OWNER SHALL OBTAIN AN INDIVIDUAL, PRE-REVIEWED DISCHARGE PERMIT FROM THE ISSUANCE OF A SANITARY SEWER PERMIT. DISCHARGE PERMITS ARE REQUIRED FOR ALL DISCHARGES.
4. A SANITARY SEWER PERMIT IS REQUIRED FOR ALL DOMESTIC, NON-INDUSTRIAL AND INDUSTRIAL DISCHARGES, THE OWNER SHALL OBTAIN AN INDIVIDUAL, PRE-REVIEWED DISCHARGE PERMIT FROM THE ISSUANCE OF A SANITARY SEWER PERMIT. DISCHARGE PERMITS ARE REQUIRED FOR ALL DISCHARGES.
5. A SANITARY SEWER PERMIT IS REQUIRED FOR ALL DOMESTIC, NON-INDUSTRIAL AND INDUSTRIAL DISCHARGES, THE OWNER SHALL OBTAIN AN INDIVIDUAL, PRE-REVIEWED DISCHARGE PERMIT FROM THE ISSUANCE OF A SANITARY SEWER PERMIT. DISCHARGE PERMITS ARE REQUIRED FOR ALL DISCHARGES.
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SITE PLAN NOTES:

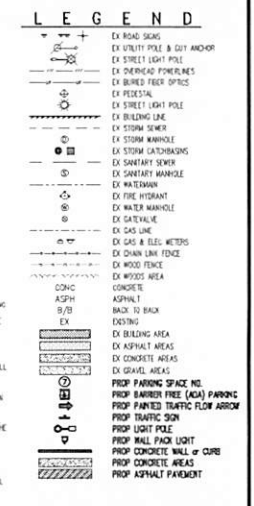
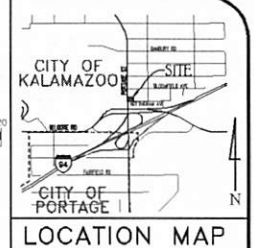
1. TOTAL PROPERTY AREA = 23,100 SFT OR 0.53 ACRES, EXCLUDING ROAD R/W = 16,500 SFT OR 0.378 ACRES
2. ALL DAILY RELATED MARIJUANA WASTE PRODUCTS WILL BE DISPOSED OF IN A LOCKED TRASH RECEPTACLE WITHIN THE SAFE ZONE AND DISPOSED WITHIN A LICENSED MARIJUANA DISPOSAL COMPANY. ALL OTHER WASTE TRASH PRODUCTS WILL BE DISPOSED OFF INTO CURBSIDE TRASH CARTS ON A WEEKLY BASIS. NO CUMULATIVE ENCLASURE IS PROPOSED.
3. ALL EXISTING SANITARY SEWER LEAD AND WATER LEADS MAY REQUIRE A CITY OF KALAMAZOO PERMIT FOR CONNECTION APPLICATION FROM THE ENGINEERING DEPARTMENT AND WATER DEPARTMENT, AND MAY ALSO REQUIRE A FINAL INSPECTION BY THE CITY OF KALAMAZOO WATER AND WASTEWATER DEPARTMENT PRIOR TO FINAL APPROVALS.
4. NO OUTDOOR LONG TERM STORAGE IS ALLOWED ON THE SITE, AND ON-SITE BURNING WILL BE ALLOWED.
5. THE CONTRACTOR MUST KEEP ALL DRIVES CLEAN AND OPEN DURING CONSTRUCTION.
6. AFTER ALL PROPOSED CONSTRUCTION WORK IS COMPLETED, THE CONTRACTOR MUST CLEAN ALL DISTURBED PAVEMENT AREAS, SEED ALL DISTURBED LAND AREAS, AND REMOVE TEMPORARY SOIL EROSION CONTROL MEASURES.
7. NO LANDSCAPE IRRIGATION IS PROPOSED FOR THE DEVELOPMENT.
8. ALL STORM SEWER DRAINAGE, SANITARY SEWER LEAD, AND WATER LEADS ARE EXISTING. NO PROPOSED AND/OR ADDITIONAL UTILITIES ARE PROPOSED FOR THIS PROJECT.



Know what's below. Call before you dig.

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS, IF AVAILABLE. THE SURVEYOR AND/OR ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR AND/OR ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR AND/OR ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



SANITARY SEWER BASIS OF DESIGN:

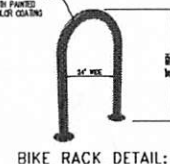
WATER LEAKS = 300 GALLONS PER DAY (GPD) PER EMPLOYEE AND 100 CUSTOMERS PER DAY AT 10 GPD PER PERSON
TOTAL EMPLOYEES PER DAY = 5 EMPLOYEES AT 1000 GPD PERSON PLUS TOTAL CUSTOMERS PER DAY = 1000 CUSTOMERS PER DAY AT 10 GPD PERSON
DAILY SEWER FLOW = 5 x 1000 = 5000 GPD + 1000 x 10 = 10000 GPD = 5500 GPD TOTAL
TOTAL DAILY PEAK FLOW = 1500 GPD x 11 = 16,500 GPD
16,500 GPD / 1 DAY/24 HR / 1 HR/60 MIN = 4.58 GPM
TOTAL NEW FLOW FROM SITE = 4.58 GPM OR 0.0182 CFS

NOTES:
1. NO GREASE TRAP/SEPARATOR IS PROPOSED. NO WASTE OR OTHER BYPRODUCTS FROM THE WORKING MARIJUANA WASTE WILL BE PUT IN THE WASTEWATER SYSTEM.
2. THE PROPOSED WASTE WATER EFFLUENT WILL BE DISCHARGED TO THE WASTEWATER SYSTEM.



SHEET INDEX

- SITE PLAN LAYOUT & COVER SHEET C-1
- EXISTING CONDITIONS & REMOVAL PLAN C-2
- GRADING, DRAINAGE, PAVING & UTILITY PLAN C-3
- STANDARD CONSTRUCTION DETAILS C-4
- SITE LANDSCAPING PLAN & NOTES C-5
- SITE LIGHTING & PHOTOMETRIC PLAN & NOTES C-6



BIKE RACK DETAIL:

SCALE: 1" = 20'
JOB NO. 050621

OWNER DEVELOPER:
JEK PROPERTIES, LLC
4330 SOUTH LAKE LANE
SHELBY TOWNSHIP, MI 48316
PHONE: 248.755.1808

PART OF THE SOUTHEAST 1/4 SECTION 35, T2S-R11W CITY OF KALAMAZOO, MICHIGAN



BM CONSTRUCTION CONSULTANTS
2240 LAUNDERDALE STREET
FLINT, MICHIGAN 48902
PHONE: 810.423.9014
EMAIL: BM.CONSTRUCTION@COMCAST.NET

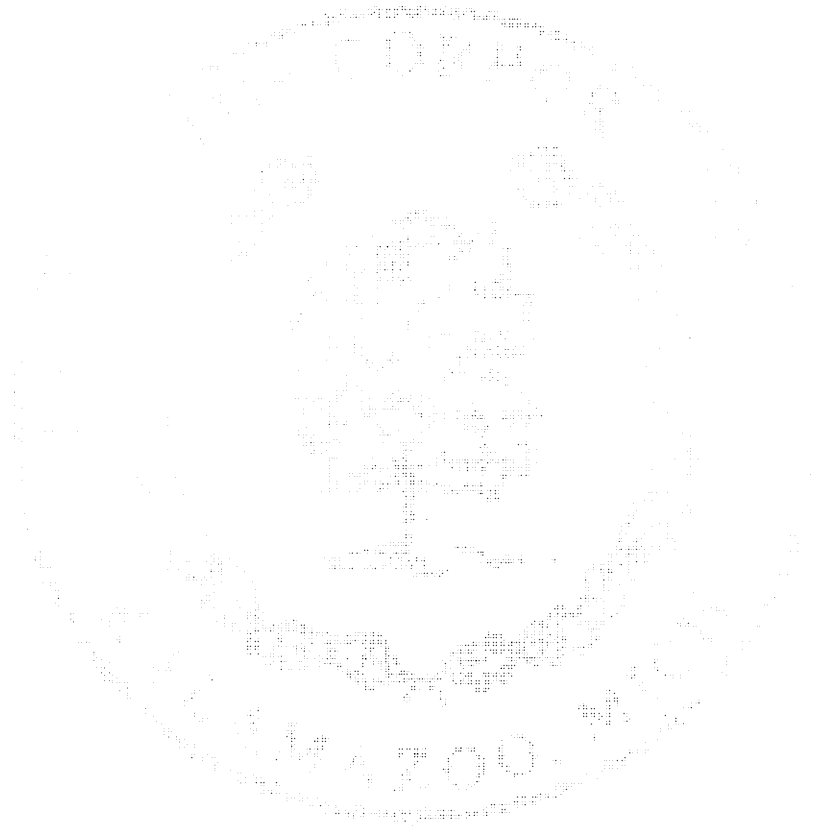
SITE PLAN LAYOUT & COVER SHEET FOR:
PROPOSED MARIJUANA PROVISIONING CENTER
4305 PORTAGE ROAD, KALAMAZOO, MICHIGAN 49001

REVISIONS	DRN. BY:	J.R.B.	06.22.2021	SHEET NO:
TO 10.15.2021	DRN BY:	J.R.B.	-	C-1
01.20.2022	DRN BY:	J.R.B.	-	
03.14.2022	CHK'D BY:	J.B.M.	-	
04.08.2022	APPR BY:	J.B.M.	-	

ATTACHMENT E

LIGHTING PLAN

A lighting plan showing the lighting outside of the facility for security purposes and compliance with applicable City outdoor lighting requirements.



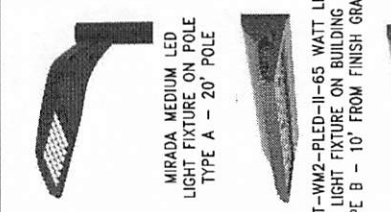
SITE LIGHTING PLAN

PROJECT DESCRIPTION:
 THE WORK RELATED TO THE MARHUANA PROVISIONING FACILITY INCLUDES:
 1. CONSTRUCTION OF THE MARHUANA PROVISIONING FACILITY INCLUDING:
 CONCRETE FOUNDATION & RAMP, NEW ASPHALT DRIVEWAY, NEW PARKING REPAIRS TO THE EXISTING
 DRIVEWAY, NEW ASPHALT DRIVEWAY, NEW ASPHALT DRIVEWAY, NEW ASPHALT DRIVEWAY, NEW ASPHALT DRIVEWAY,
 NEW CITY OF KALAMAZOO SQUARES, SECTORIZATION, AND SIGNAGE, AS REQUIRED.



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. IF AVAILABLE, THE SURVEYOR AND/OR ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATE. THE SURVEYOR AND/OR ENGINEER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. A PROUDER DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SOURCE FOR RECORD DRAWINGS HAS NOT BEEN VERIFIED TO CORRELATE TO THE UNDERGROUND UTILITIES.



MIRADA MEDIUM LED LIGHT FIXTURE ON POLE TYPE A - 20' POLE
 LXT-WW2-pled-II-65 WATT LED LIGHT FIXTURE ON BUILDING TYPE B - 10' FROM FINISH GRADE
 LXT-WW2-pled-II-43 WATT LED LIGHT FIXTURE ON BUILDING TYPE C - 10' FROM FINISH GRADE



LOCATION MAP
 L E G E N D
 PROP. LIGHT POLE (TYPE A)
 PROP. LIGHT POLE (TYPE B)
 PROP. LIGHT POLE (TYPE C)
 PROP. LIGHT FIXTURE TYPE

Luminaire Schedule

Symbol	Code	Location	Description	Height	Spacing	Notes
○	1	SHOULDER	12" WATT LED - 20' POLE	20'	10' x 10'	SEE NOTES
○	2	SHOULDER	12" WATT LED - 10' POLE	10'	10' x 10'	SEE NOTES
○	3	SHOULDER	12" WATT LED - 10' POLE	10'	10' x 10'	SEE NOTES
○	4	SHOULDER	12" WATT LED - 10' POLE	10'	10' x 10'	SEE NOTES

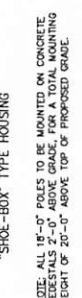
Calculation Summary

Code Type	Units	Avg. Height	Min. Height	Max. Height	Min. Spacing	Max. Spacing	Notes
SHOULDER	10	10.0	10.0	10.0	10.0	10.0	N.A.
SHOULDER	10	10.0	10.0	10.0	10.0	10.0	N.A.
SHOULDER	10	10.0	10.0	10.0	10.0	10.0	N.A.
SHOULDER	10	10.0	10.0	10.0	10.0	10.0	N.A.

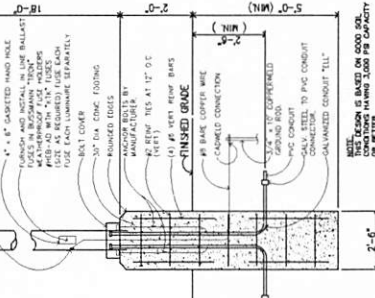
SITE LIGHTING NOTES:

1. ALL LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
2. THE DESIGN AND STYLE OF FIXTURES (COLOR, SHAPE, STYLE, AND MATERIALS) OF THE BUILDING SHALL MATCH OR COMPLEMENT THE STYLE AND MATERIALS OF THE BUILDING EXTERIOR.
3. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
4. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
5. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
6. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
7. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
8. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
9. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.
10. LIGHTING FIXTURES SHALL BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.

"SHOE-BOX" TYPE HOUSING



NOTE: ALL 18"-0" POLES TO BE MOUNTED ON CONCRETE PEDESTALS 2'-0" ABOVE GRADE, FOR A TOTAL MOUNTING HEIGHT OF 28'-0" ABOVE TOP OF PROPOSED GRADE.



LIGHT POLE - DETAIL

NOTE: THIS DESIGN IS BASED ON 6000 PSI. ALL DIMENSIONS ARE IN FEET AND INCHES. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

OWNER DEVELOPER:
 JEK PROPERTIES, LLC
 4930 SOUTHLAKE LANE
 SHERBORN TOWNSHIP MI 48316
 PHONE: 248.725.1808

SCALE: 1" = 20'

JOB NO.: 050621

REVISIONS:

NO.	DATE	DESCRIPTION	BY	CHKD BY	APPR BY
1	05/22/2021	J.R.B.	J.R.B.		
2	07/22/2021	J.R.B.	J.R.B.		

SHEET NO.: C-6

BM CONSTRUCTION CONSULTANTS
 2240 LAURELDALE STREET
 FLINT, MICHIGAN 48932
 EMAIL: BMCONSTRUCTION@GMAIL.COM

PART OF THE SOUTHEAST 1/4 SECTION 35, T2S-R11W CITY OF KALAMAZOO, MICHIGAN

SITE LIGHTING PLAN FOR:
 PROPOSED MARHUANA PROVISIONING CENTER
 4500 PORTAGE ROAD, KALAMAZOO, MICHIGAN 49001

ATTACHMENT H

SOCIAL EQUITY PLAN

Please attached a social equity plan that (a) promotes and encourages participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement; and (b) positively impacts local residents.



Social Equity Plan

Green Mountain Kzoo LLC d/b/a Puff Cannabis Company is a Company that thrives to have a positive impact in and outside of the communities it does business in, in the State of Michigan. Our Company has been in business for about five years and has built relationships with the people in the communities it operates in, and with officials and members of those cities or townships. The Company has its own community outreach programs in place. Our commitment to social equity is deeply ingrained in our values, and we are dedicated to creating a more equitable and inclusive future for all residents of Michigan and the communities we serve in.

The Company currently has ten locations, variously operating under the Puff brand as a Provisioning Center or Marijuana Retailer under the Medical Marijuana Facilities Licensing Act ("MMFLA") or Marijuana Retailer under the Michigan Regulation and Taxation of Marijuana Act ("MRTMA) and has been operating successfully with those communities. The Company has worked with the communities to make sure customers and neighbors, especially those who qualify as disproportionately impacted individuals are educated on its products and on the medical benefits of medical marijuana and has always advocated for its safe and lawful use of all its products. We recognize the historical injustices and disparities that have disproportionately affected communities of color and other marginalized groups, particularly in the realm of cannabis prohibition and enforcement. As such, we are committed to actively dismantling barriers, promoting diversity and inclusion, and fostering pathways to opportunity for all residents, regardless of background or circumstance.

With the growth of its businesses, by leveraging our resources, expertise, and partnerships, we aim to uplift social equity applicants, empower underserved populations, and contribute to the overall well-being and prosperity of communities we serve in. The Company will continue with its programs and endeavor to expand them to promote and encourage people who are disenfranchised or disadvantaged and otherwise need help.



Below, we outline our ongoing initiatives and introduce new strategies to address key areas of community investment, employment diversity, social justice advocacy, education, philanthropy, and accountability.

Community Reinvestment Plan:

- Puff Cannabis spends approximately \$71,000 annually on its turkey giveaway program and invests over \$70,000 each year to support and donate to families within the communities it serves.
- Puff Cannabis has contributed volunteer time in excess of 100 hours to assist with the following initiatives:
- Continue annual turkey giveaway events, ensuring accessibility to residents across diverse neighborhoods within our communities.
- Expand the "Joints for Jackets" initiative to include partnerships with local schools and youth organizations, facilitating the collection of new jackets for children in need while promoting community engagement.
- Allocate resources to build and remodel basketball courts in underserved areas, providing safe recreational spaces for youth and fostering community cohesion.
- Enhance donations to municipalities where Puff Cannabis operates, prioritizing projects that address critical needs and improve quality of life for residents.
- Sponsor local wrestling leagues and community athletic programs, including sponsoring a wrestling ring post for the entire month of November to promote youth engagement, discipline, and community involvement.

Employment and Economic Opportunities:

- Implement a comprehensive hiring and training program that actively recruits individuals from marginalized communities, including those with past cannabis-related convictions.
- Partner with local workforce development agencies and educational institutions to offer job training, internships, and apprenticeships in various aspects of the cannabis industry.



Social Justice Advocacy:

- Advocate for policy reforms at the local and state levels to promote equity in the cannabis industry, including measures to expunge past cannabis convictions.
- Collaborate with community organizations and legal experts to provide pro bono legal assistance to individuals seeking expungement of cannabis-related offenses.
- Engage in public education campaigns to raise awareness about the disproportionate impact of cannabis prohibition on marginalized communities and the importance of social equity in cannabis legalization.

Community Engagement and Education:

- Sponsor cultural events, festivals, and community gatherings that celebrate diversity and promote social cohesion among residents from different backgrounds.

Philanthropic Partnerships:

- Forge partnerships with local veterans' associations to support programs and services that address the unique needs of veterans and their families, including access to healthcare, housing, and employment assistance.
- Collaborate with grassroots organizations and advocacy groups working to address systemic inequalities in areas such as healthcare, education, and criminal justice reform.

Measurement and Accountability:

- Establish clear metrics and benchmarks to track the impact of social equity initiatives, including measures of community engagement, employment diversity, and philanthropic contributions.
- Regularly report on progress towards goals and objectives, soliciting feedback from stakeholders and adjusting strategies as needed to ensure alignment with community needs and priorities.
- Foster transparency and accountability by publicly sharing information about the company's social equity efforts, including successes, challenges, and lessons learned.



- The Company shall also endeavor to set aside a certain percentage of profits for donations to charitable organizations in and outside the local municipality and the neighboring communities that work with and promote social programs and help those in need.

Corporate Spending Plan

As a business owned by an individual with social equity status Puff understands the importance of using diverse suppliers across the various business services that it uses and products it supplies. As such, Puff plans to spend no less than 25% of its qualified business expenses on diverse suppliers of essential business services and products. To give an idea of the kinds of diverse suppliers Puff uses—which includes women-owned businesses, minority-owned businesses, veteran-owned businesses, and/or businesses owned by individuals disproportionately impacted by marijuana prohibition—please see the areas of services where will utilize diverse suppliers:

Professional Services;

Marijuana Product Suppliers;

General Goods Suppliers; AND

Transportation Services.

Some of these suppliers include:

- Pistol Jane
- Wanna
- Exclusive Brands
- The 8th by White Boy Rick
- Primitave
- Emerald Transport

Our social equity plan is not just a set of initiatives; it's a reflection of our core values and a testament to our dedication to making a meaningful difference in the lives of Michigan residents. We invite you to join us on this journey as we work together to build a more just, equitable, and vibrant community for generations to come

ATTACHMENT I
CONTACT INFORMATION

Please provide your preferred contact information below for communications regarding this application and the requested permit(s), including information that may be time sensitive. Email is the primary communication method the City Clerk's Office will use. All email communications regarding this application will come from the following email address: cokcityclerk@kalamazoocity.org. Please "whitelist" this address in your email contacts to ensure timely delivery of messages.

Name Nickolas Hannawa

Relationship to Business (ex. owner, manager, etc.) Chief Legal Counsel

Mailing Address 1017 Naughton Rd

City Troy State MI Zip Code 48083

Telephone N/A

Cell Phone 248-755-2443

Business Telephone N/A

E-mail Nickhannawa@gmail.com



INTER-OFFICE MEMO

To: The Economic Development Corporation Board of Directors

From: Erin Hahn, Business Specialist

Date: 5/5/2026

Re: Adult Use Processor, Adult Use Grower Class A, and Adult Use Retailer Permit Renewals for Yuma Way MI LLC, dba Urban Gardens

The City Clerk's Office has requested that the Economic Development Corporation (EDC) Board of Directors evaluate the *Marihuana Facility Permit Renewal Application* submitted by: Yuma Way MI, LLC dba Urban Gardens for its facility at 617 Portage St. and that the EDC Board provides a recommendation regarding the renewal of this permit. The City Operating Permits, issued on June 20th, 2024, are scheduled to expire on June 30, 2026, and must be renewed before its expiration for the facility to continue operating. The applicant has submitted the required renewal application and the annual permit fee. Below is the ordinance language that describes the specific role and responsibilities of the EDC in this process:

§ 20B-12

C. In determining whether to grant a renewal of a permit, the members of the City's Economic Development Corporation board will evaluate the permit holder's compliance with the statements it provided with its initial application and submission with its request for renewal of the following information:

1. The Staffing plan for the business which describes the actual number of employees, including the number and type of jobs that the facility has created, and the amount and type of compensation (including benefits) paid for such jobs.
 - There are 5 full-time employees and 1 part-time employee.
 - 1 General Manager, earning \$45,500/year
 - 1 Inventory Specialist, earning \$45,500/year
 - 2 Shift Leads, earning \$37,500/year
 - 1 Customer Service Associate, earning \$32,500/year
 - 1 HR Representative, earning \$41,600/year
 - Benefits include employee discounts, cash advances, sick leave, management training, and health insurance.
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the business, results of efforts for community outreach and worker training programs.
 - Donated \$350 to Police Lodge 98
 - \$425,000 rehabilitation of building
 - Created 6 jobs in the City of Kalamazoo.
 - Hired employees through job postings on Indeed, which get listed on the Social Equity Chamber's website

- Community outreach efforts include:
 - Ongoing engagement with the Last Prisoner Project
 - Pride Festival 2024
 - Ongoing collaboration with Social Equity Chamber
 - Ongoing neighborhood cleanup efforts
 - Worker training programs:
 - Point-of-sale and report training
 - Technology training
 - Inventory training
3. An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents.
- Job postings targeting individuals with cannabis convictions and those in the Eastside and Edison neighborhoods
 - Support of local non-cannabis equity supporting businesses - \$1,000
 - Support for local equity cannabis supporting businesses - \$46,000
4. A statement that the business is not in default to the City for any property tax, special assessment, utility charges, fines, fees, or other financial obligations owed to the City.
- The business is in good standing.
5. A statement that the hiring and public accommodation practices of the facility conform to the City's Nondiscrimination Ordinance provisions and documentation of the total number of employees broken out by managerial and operational employees, number of women, and number of minority employees and number of employees disproportionately impacted by marihuana prohibition and enforcement.
- The hiring and public accommodation practices of this facility conform to the City's Nondiscrimination Ordinance provisions.
 - Total number of employees: 6
 - 1 employees in Managerial Positions
 - 6 employees in Operational Positions: 3 are women, 2 are minorities
6. A statement, with supporting documentation, providing answers to the following questions:
- a. How many City residents do you currently employ?
 - 5 City Residents
 - b. How many current employees reside in Census Tracts 1 (Eastside); 9, 10 (Edison), and/or 2.02,3 (Northside)?
 - 1 in the Eastside neighborhood (Census Tract 1) and 1 2 in the Edison neighborhood (Census Tracts 9 and 10).
 - c. What is your plan to employ residents of the identified census tracts?
 - Job opportunities are available to anyone in any neighborhood.
 - d. How many of your employees have prior marihuana convictions (excepting a conviction for delivery or distribution to a minor)?

- Unknown
- e. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?
- The business continues to encourage those with cannabis convictions to apply for job postings, and they have a path to success program for rapid promotions within 60 days of hire, which all employees are eligible for. They allow promotions anytime after 60 days once a skill-set has been obtained.
7. Proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.
- Gold Level

Please see the attached Marihuana Renewal Application Checklist, completed by City staff to verify if all ordinance requirements have been met.

The applicant has no outstanding financial obligations to the City, and there have been no complaints to the City Manager regarding compliance with the City's anti-discrimination ordinance. The facility has passed its City Fire & Zoning inspections. The applicant has met all the requirements for renewal.

RECOMMENDATION

Staff recommends that the EDC Board recommend to the City Clerk's Office a 2-year approval of the Adult Use Processor, Adult Use Grower Class A, and Adult Use Retailer Permits to Yuma Way MI, LLC dba Urban Gardens.

ATTACHMENTS

Renewal Application, (Staffing Plan), (Community Benefits Statement), and (Social Equity Plan) from the applicant.

Adult Use & Medical Safety Compliance, Marihuana Renewal Application Checklist for:

Yuma Way MI LLC, dba Urban Gardens

4525 W KL Ave

Type: Adult Use Processor, Adult Use Grower Class A, Adult Use Retailer

	Date Received	Received By	Comments	
Renewal Application Received	4/1/2026	Erin Hahn		
Inspection Type:	Inspection Date	Completed by:	Satisfactory?	Notes
Zoning Inspection	4/21/2026	Pete Eldridge	Yes	
Fire Inspection	4/21/2026	Jeremy Schaffer	Yes	
	Date	Name	Comments	
Business Community Benefits Check-In	4/23/2026	Erin Hahn		
	Full-Time	Part-Time	Comments	
Jobs Created	5	1		
	Yes/No	Comments:	Verified by:	
Any Past Due Financial Obligations with City? (i.e. taxes owed, fees, fines, etc)	No		Andrew Falkenberg	
Silver Level Social Equity All-Star or better status with the Michigan Cannabis Regulatory Agency	Yes		Erin Hahn	

All Items Complete

MARIHUANA BUSINESS PERMIT RENEWAL APPLICATION

Pursuant to Chapter 20B of the Kalamazoo City Code

**City of Kalamazoo
Office of the City Clerk
241 West South Street
Kalamazoo, MI 49007**

(Please Print)

BUSINESS INFORMATION (The entity that is licensed by the state and that holds a City MMF permit)

Official Business Name Yuma Way MI LLC dba Urban Gardens

Business Address 617 Portage St

City Kalamazoo **State** MI **Zip Code** 49007 **Business Phone** 269-888-7088

Business E-mail urbangardens@yumaway.com **Business Website** yumaway.com

TYPE OF PERMIT BEING RENEWED

Medical

Grower:

Class A (500 plants)

Class B (1,000 plants)

Class C (1,500 plants) No. of Class C Permits

Processor

Safety Compliance

Provisioning Center

Secure Transporter

Adult Use

Class A (100 plants)

Class B (500 plants)

Class C (2,000 plants) No. of Class C Permits

Excess Grower

Processor

Safety Compliance

Microbusiness

Retailer

Secure Transporter

Designated Consumption Lounge

FACILITY INFORMATION

Property Address 617 Portage St

Real Property Parcel Number

Advertised Facility Name Urban Gardens

Manager - Full Name Mark Rogers

CONTACT INFORMATION [the primary point(s) of contact for this application]

Name Jessica Reuven

Address 1385 S Colorado Blvd, Suite A712

City Denver

State CO

Zip Code 80222

Phone 720-275-8956

E-mail jessica.reuven@yumaway.com

Name Kirill Merkulov

Address 1385 S Colorado Blvd, Suite A712

City Denver

State CO

Zip Code 80222

Phone 303-521-0533

E-mail Kirill.merkulov@yumaway.com

ATTACHMENTS

Please attach the following as separate documents to this application:


1. The attached Staffing Plan worksheet and any additional pages that provide a description of the actual number of employees, including the number and type of jobs that the licensed facility has created, and the amount and type of compensation (including benefits) paid for such jobs; and
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the facility; the results of community outreach efforts; and worker training programs.
3. A social equity plan that: (a) promotes and encourages participation in the marihuana industry by local residents who have been disproportionately impacted by marihuana prohibition and enforcement; and (b) positively impacts local residents.
4. Documentation that indicates your business qualifies as a Silver Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency. **A marihuana business must meet this qualification to be eligible for permit renewal with the City of Kalamazoo.**

The City's Economic Development Corporation will use the information provided in these documents to evaluate the permit holder's compliance with the statements it provided with its initial application (specifically the representations made in Attachment G – Staffing Plan and Attachment H – Community Benefits Statement).

Please complete the following certifications:

- The permitted facility is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.
- The hiring and public accommodation practices of the permitted facility conforms to the City's anti-discrimination ordinance provisions.
- I consent to an inspection of the permitted premises as required by ordinance to ensure the premises and its systems are in compliance with the requirements of Chapter 20B of the Kalamazoo City Code.
- I understand that renewal of a City Operating Permit is contingent on the renewal of the State Operating License for this facility.

I hereby certify under the penalty of perjury that the statements made in this application, including all attachments thereto, are true. I further certify that I am an officer, director, or managerial employee of the applicant or a person who holds a direct or indirect ownership interest in the applicant.

Applicant Signature: _____  _____ Date: 03/18/2026

Name (printed): Kirill Merkulov Position: Manager

STAFFING PLAN

Summary

Please indicate the number of employees who work at the licensed facility:

Full-time employees (32+ hours per week) 5 Part-time employees (< 32 hours per week) 1

Position Types and Compensation

Please provide a description of the types of jobs the licensed facility has created, along with the amount of compensation and benefits paid for such jobs:

Position Title: General Manager Annual Average Compensation \$ \$45,500

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Inventory Specialist Annual Average Compensation \$ \$45,500

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Shift Lead Annual Average Compensation \$ \$37,500

How many people are employed in this position at the licensed facility? 2

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: Customer Service Associates Annual Average Compensation \$ \$32,500

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Position Title: HR Representative Annual Average Compensation \$ \$41,600

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes No

If yes, please indicate the employer contribution to health insurance costs: All Partial None

Please provide information on any benefits other than health insurance that are offered to all employees: employee discounts, cash advances, sick leave, management training.

Attach additional pages as necessary.

ECONOMIC BENEFITS

Please fill out the information below relating to Economic Benefits to the City and the job creation for local residents achieved by the business, results of efforts for community Outreach and worker training programs

ECONOMIC BENEFITS		
Economic Benefit	Description	Amount
Philanthropic contributions	Police Lodge 98	\$350 this year
Real Estate Improvement	We completed rehabed our building	\$425,000
Job Creation	We have created 6 jobs at this dispensary	6 Jobs
Support of local businesses	We utilize local vendors whenever possible	\$56,000+ annually

JOB CREATION FOR LOCAL RESIDENTS		
Initiative/Description	Date(s)	Outcomes
Job posting on indeed	ongoing	Hired and promoted employees
Job posting in store	ongoing	Hired and promoted employees
Job posting in Social Equity Chamber	ongoing	Hired and promoted employees

COMMUNITY OUTREACH		
Initiative/Description	Date(s)	Outcomes
Last Prisoner Project	Ongoing	Customers and employees provided with resources on expungement
Pride Festival	June 2024	Creating positive neighborhood relationships and celebrating residents
Collaboration with Social Eequity Chamber	Ongoing	Provided information on job postings, volunteer to participate in events
Neighborhood Cleanup	Ongoing	Created a more beautiful neighborhood by ensuring that staff participate in trash pick-up daily.

WORKER TRAINING PROGRAMS		
Initiative/Description	Date(s)	Outcomes
Daily Meetings with training on anything requested	365	Great degree of compliance and communication with corporate
Point of Sale and Report Training	Ongoing	3 new individuals promoted to shift lead or manager from current staff
Technology training	Ongoing	Individual promoted to lead in web development projects
Inventory training	Ongoing	3 individuals promoted to shift lead or manager

SOCIAL EQUITY

Please fill out the information below relating to Social Equity with an explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marijuana industry by local residents that have been disproportionately impacted by marijuana prohibition and enforcement, and the positive impact of the social equity plan on local residents;

SOCIAL EQUITY PLAN INITIATIVE		
Initiative/Description	Date(s)	Outcomes
Job postings targeting those w/cannabis convictions	Ongoing	Job hiring continuous
Support of local non-cannabis equity supporting businesses	Ongoing	\$1,000
Support for local equity cannabis supporting businesses	Ongoing	\$46,000
Job posting targeting Eastside and Edison residents	Ongoing	Hired and promoted employees

EMPLOYEE DEMOGRAPHIC INFORMATION

Total Number of Employees:	6	
Employees in Managerial Positions	Total Employees	5
	Number of Women	2
	Number of Minorities	3
Employees in Operational Positions:	Total Employees	6
	Number of Women	3
	Number of Minorities	2

How many City Residents do you currently employ?	Total Employees	5
How many residents do you currently employ from these Census Tracts?	Census Tract 1 (Eastside Neighborhood)	1
	Census Tracts 9 and/or 10 (Edison Neighborhood)	2
	Census Tracts 2.02, and/or 3 (Northside Neighborhood)	0

1. What is your plan to employ residents of the identified Census Tracts?

Our company has a strict policy of non discrimination and provide job opportunities to talented individuals of all walks of life. Most members of our team eventually become shift leads or are otherwise promoted while with us., We will continue to strive to provide economic opportunity to all Kalamazoo residents, particularly those from those census tracts.

Attach additional pages as necessary.

2. How many of your employees have prior marihuana convictions or expungements (excepting a conviction for delivery or distribution to a minor)?

Number of employees with marihuana convictions Unknown

3. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

We continue to encourage those with cannabis convictions to apply for job postings and we have a path to success program for rapid promotions within 60 days of hire which all employees are eligible for. We allow for promotions anytime after 60 days once a skill set has been obtained and will work with individuals for as long as necessary to advance their skill set. We believe all employees are capable of managing either processes or people.

Attach additional pages as necessary.

4. Please attach proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

January 22, 2026

Yuma Way MI, LLC (DBA: Urban Gardens)
1948 S Kingston Ct
Aurora, CO 80014

The Cannabis Regulatory Agency's social equity team reviewed your renewal form for the Social Equity All-Star Program and is pleased to announce that your 2025 status will continue to remain in effect for 2026. The following license numbers will be displayed on our website under the gold level. The following license numbers were provided on your form:

- AU-R-000673

If your entity wishes to advance to a higher tier in 2026, you may still do so by submitting the [Social Equity All-Star Program Amendment Form](#) with a copy of the amended plan(s) to be posted on the website. Published plans can easily be updated at any time by emailing this form to the social equity team.

If there are any questions regarding this acceptance letter, please contact the social equity team via email at CRA-SocialEquity@Michigan.gov.

Thank you,

Social Equity Representative
Cannabis Regulatory Agency
www.michigan.gov/CRA



EDC Board of Directors Staff Report

City of Kalamazoo

TO: The Economic Development Corporation Board of Directors

FROM: Prepared by: Erin Hahn, Business Specialist

DATE: June 18, 2026

SUBJECT: Economic Initiative Fund (EIF) Loan Request – Auld Ned's, LLC dba The Emerald Oak

SUMMARY:

Auld Ned's, LLC is requesting a \$120,000 Economic Initiative Fund (EIF) loan to support the redevelopment of a vacant restaurant space at 3003 Oakland Drive into The Emerald Oak, an Irish pub and restaurant. The proposed project includes significant interior renovations, commercial kitchen installation, mechanical and electrical upgrades, furniture and fixtures, and related tenant improvements. The requested EIF loan represents approximately 10% of the total project cost and will help bridge a financing gap necessary to complete the project. The project is anticipated to create 8-12 full-time jobs and 12-20 part-time jobs.

BACKGROUND:

Auld Ned's, LLC, owned by Eamonn Nestor, is redeveloping a vacant restaurant space within Oakland Plaza at 3003 Oakland Drive into The Emerald Oak, a full-service authentic Irish pub and restaurant. The 4,406-square-foot project includes significant interior renovations, including demolition and reconstruction, commercial kitchen installation, HVAC, plumbing and electrical upgrades, custom millwork, furniture and fixtures, signage, and audiovisual improvements. The completed space will feature dining areas, a central bar, and a private "Whiskey Snug" gathering space designed for small group events and hospitality experiences.

The Emerald Oak is intended to provide a unique hospitality offering within the Kalamazoo market while serving as a gathering place for residents, families, sports fans, and community events. The project is expected to create 8 to 12 full-time jobs and 12 to 20 part-time jobs upon completion.

The total project cost is estimated between \$1.1 million and \$1.2 million and is being financed through approximately \$860,000 in owner equity and working capital contributions, a \$150,000 tenant improvement contribution from the property owner, and the requested \$120,000

Economic Initiative Fund loan. The requested EIF financing will assist in closing a remaining financing gap associated with the project.

The proposed EIF loan would be structured as a \$120,000 loan at 2% interest with a 10-year term and quarterly payments. The loan will be secured by a personal guaranty.

RECOMMENDATION:

Recommend approval of a \$120,000 Economic Initiative Fund loan to Auld Ned's, LLC, subject to City Commission approval and execution of all required loan documents.



Economic Initiative Fund (EIF) Application

SECTION 1 – Applicant Information

Applicant/Business Name:	Auld Ned’s Hospitality LLC
Business Address:	1234 N Eagle Lake Drive, Kalamazoo, MI 49009
Telephone:	269-341-3958
Email:	info@auldneds.com
Website:	www.auldneds.com

Project Contact/Attorney

Name:	Eamonn Nestor
Title/Role:	Owner
Organization (if applicable):	Auld Ned’s Hospitality LLC
Address:	1234 N Eagle Lake Drive, Kalamazoo, MI 49009
Telephone:	269-341-3958
Email:	info@auldneds.com

Business Structure (select one):

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation
<input checked="" type="checkbox"/>	LLC

SECTION 2 – Business Overview

Description of the Applicant’s Business:	Auld Ned’s Hospitality LLC, bda The Emerald Oak, is a Kalamazoo-based hospitality company focused on developing high-quality, community-driven food and beverage establishments. The company specializes in destination dining with authentic Irish hospitality. Also serving as a hub for the local community to gather for soccer meetings & team events.
Brief Business History:	Founded by Eamonn Nestor, the company is launching their first business The Emerald Oak – A Village Irish Pub, a concept rooted in Irish heritage and modern hospitality standards.
Similar Projects Completed in the Last 5 Years:	N/A
Litigation Disclosure: <i>List any litigation involving the applicant within the past 5 years (or state “None”).</i>	None

SECTION 3 – Funding Request

EIF Funding Amount Requested:	\$110,000 - \$120,000 (10% of Project Capital Costs)
Purpose of Funds: <i>Describe specifically how EIF funds will be used (e.g., equipment, façade, buildout, expansion, working capital, etc.)</i>	Funding will support buildout & construction for Emerald Oak Irish Village Pub and Restaurant. (see Capital Investment Tab on attached for details)

How EIF Assistance Will Enable this Project: <i>Explain why EIF funding is essential.</i>	EIF funding bridges a critical financing gap and enables full-scale execution without delay
Alternative Financing Options: <i>If EIF financing is denied, what alternative funding sources would you pursue?</i>	Additional debt or phased / delayed rollout or reduced labor working capital if EIF not secured.
Estimated Project Start Date:	June 1st 2026
Estimated Project End Date:	September 15th 2026

SECTION 4 – Ownership & Management

List All Principals (attach additional pages if necessary.)

Name	Title	Ownership %
Eamonn Nestor	Owner Manager	100%

SECTION 5 – Project Site Information

Project Address:	3003 Oakland Drive, Kalamazoo, MI 49008
Current Property Owner(s):	Oakwood Plaza of Kalamazoo LLC
Parcel Number(s):	06-29-487-001
Does the applicant have site control? <i>If yes, please describe – deed, lease, purchase agreement, etc.</i>	Lease (10 Year plus 5)
Were other sites considered? <i>If yes, list locations.</i>	Yes 5314 S westnedge Ave, Portage MI 49002 5402 Portage Rd, Portage, MI 49002

SECTION 6 – Project Description

Project Type (select all that apply):

	New Development
	Relocation
	Expansion
X	Rehabilitation/Renovation

Project Summary:

Provide a detailed description including: type of construction, building height and gross floor area, parking spaces added/improved, utility needs, environmental impacts (air, water, noise), traffic/transport considerations

Emerald Oak is a 4,406 sq ft Irish pub featuring bar, dining, and private whiskey snug room. The project fills a gap in Kalamazoo for a premium Irish hospitality experience & a destination for the growing youth soccer community in the area.

Capital Investment Excluding Start up Working Capital			
Category	Amount (USD)		
Bar Millwork + Snugs	\$ 180,000	16%	
LL	\$ 65,000	6%	
HVAC	\$ 56,815	5%	
carpentry	\$ 178,380	16%	
flooring	\$ 61,586	5%	
painting	\$ 42,530	4%	
glass & alumin	\$ 20,080	2%	
toilet partitions and accessory	\$ 13,000	1%	
roofing	\$ 10,000	1%	
mechanical	\$ 15,478	1%	
plumbing	\$ 56,570	5%	
electrical	\$ 136,600	12%	
AV	\$ 27,000	2%	
Small ware	\$ 10,000	1%	
Taps	\$ 17,000	2%	
Kitchen Hood & Bar Equipment	\$ 127,390	11%	
Furniture & Fixtures & signs	\$ 55,000	5%	
Sign	\$ 13,348	1%	
Design_Supervisor_GC	\$ 42,825	4%	
Marketing		0%	
Beverage Initial Inventory		0%	
initial food inventory		0%	
Payroll & Op ex & Loan payments Pre open		0%	
Working Capital Buffer post open		0%	
Build Contingency (20%)	\$ -	0%	
Total Capital Required (exc working capital & contingency)	\$ 1,127,602	100%	

Capital Investment Excluding Start up Working Capital			
Category	Amount (USD)		
Preliminary Project Budget- Costs (exc startup Working Capital WC)			
Construction inc millwork and snug room	\$ 812,864		\$ 812,864 Capital / Bu
Kitchen inc hood, bar and furniture	\$ 249,738		\$ 249,738 Kitchen & FF
Liquir Licience LL	\$ 65,000		\$ 1,062,602
		10%	\$ 112,760.18
		10% inc LL	\$ 106,260.18 EBF Ask
			\$ 112,760.18
Source Funds : Investmetn Stackup (Exc startup WC) % Of Total Capital Funds			
Heloc (Home equity Line of credit)	\$ 260,000		
Owner contribution	\$ 320,000		
Personal Loan	\$ 100,000		
Owner May 19th Contribution	\$ 80,000		
LOC WellsFargo Stock	\$ 100,000		
Owner	Personal Investment, Eamonn Nestor	\$ 860,000	76%
Landlord	Ti - Landlord Investment allowance	\$ 150,000	13%
Total	avail funds	\$ 1,010,000	90%
	(gap)/contingency	\$ (117,602)	-10%

Project Team

Role	Name/Organization
Project Manager	Shannon S. Orr Meyer C Weiner
General Contractor	Village Green Construction LLC
Architect	Taylor Earl, Bosch Architecture
Landscape Designer	N/A
Attorney	Ean & Phil Hamilton, Hamilton Law
Accountant	Keith Hayden Sedar Tans
Banker(s)	Antonio Massa, Huntington National Bank
Additional Roles	

SECTION 7 – Employment Impact

Current Jobs:	Full-time: 0 Part-time: 0
Jobs Retained:	Full-time: n/a Part-time: n/a
Jobs Created:	Full-time: 8 - 12 Part-time: 12 -20
Pay Range (retained/created jobs):	Total > 550K annual (see attached breakdown)
Hiring Local Residents: <i>Describe how you will prioritize hiring City of Kalamazoo residents.</i>	Hiring will prioritize local Kalamazoo residents.
Will the Project Transfer Employment from Another Michigan Municipality? <i>If yes, please explain.</i>	n/a
Construction Jobs Created and Duration:	Yes 3 months construction build and Local Millwork Team & subcontractors will be hired for the project

SECTION 8 – Tax & Zoning Impact

Current SEV:	
Projected SEV Post-Completion:	
Do you intend to apply for City Tax Exemption? (Yes or No)	no
Do you intend to apply for TIF Assistance? (Yes or No)	no
Will rezoning or a special use permit be required? (Yes or No)	no
Current Zoning:	C Node

SECTION 9 – References

Please provide three business references familiar with your work and experience.

Name	Phone	Email
-------------	--------------	--------------

Tim Timmons	(269) 323 2441	ttimmons@mcweiner.com
Adam Anderson	(269) 323-4817	adam.d.anderson@wellsfargoadvisors.com
Keith Hayden	(269) 343-8180	khayden@sebertans.com

SECTION 10 – Required Attachments

	Vicinity Map Showing Surrounding Area and Parcel Numbers
	Site Plan
	Construction/rendering documents, if available
	Market study or comparable market data
	Detailed project cost breakdown and funding sources
	24-Month Operating Pro Forma
	Lender Commitment Letters (if applicable)
	Project Plan per MCLA 125.1608(2)
	Business Plan (if available)
	Last 3 Years of Financial Statements (if requested)
	Federal Income Tax Returns (if requested)

Applicant Certification

I hereby certify that all information in this application is true, complete, and accurate to the best of my knowledge.

Applicant Signature: 

Printed Name: _Eamonn Nestor

Title: Founder Owner

Date: May 28th 2026

Important Notes

1. A Personal Guarantee is required.
2. A lein is required. Leins may be on personal property or real property, depending on the project.
3. A \$500 non-refundable application base fee is due once staff determines the application is complete and ready to be reviewed by the Economic Development Corporation. For loans over \$50,000, a total fee of 1% of the approved loan amount applies. The \$500 application base fee will be applied toward this 1%, with the remaining balance due after City Commission approval.

Project Plan per MCLA 125.1608(2)

The Emerald Oak by Auld Ned's Submitted by Auld Ned's Hospitality LLC

Executive Summary

Auld Ned's Hospitality LLC is proposing the redevelopment and transformation of a vacant former restaurant space within Oakland Plaza in Kalamazoo, Michigan into The Emerald Oak by Auld Ned's, an authentic Irish village pub and hospitality destination.

The Emerald Oak is being developed by Eamonn and Gillian Nestor, an Irish family who relocated from Ireland to West Michigan in 2017. The project is designed to bring a unique, community-focused hospitality concept to the area while creating jobs, revitalizing existing commercial space, and contributing to the long-term economic activity of the surrounding district.

Project Description

The project consists of the redevelopment of an existing vacant restaurant space into a full-service Irish pub and restaurant focused on authentic Irish hospitality, food and beverage service, sports viewing, family gatherings, and community engagement.

Key project components include:

- Interior demolition and reconstruction
- Commercial kitchen installation
- HVAC and mechanical upgrades
- Plumbing and electrical upgrades
- Custom bar and millwork construction
- Dining room and hospitality seating areas
- Audio visual and sports viewing infrastructure
- Signage and façade improvements
- Furniture, fixtures, and equipment installation

Community and Economic Impact

The Emerald Oak is expected to create approximately 25–40 local jobs during stabilized operations including management, culinary, bartender, server, and support roles.

The project redevelops a currently vacant commercial restaurant space and is expected to increase local economic activity, support surrounding businesses, generate local tax revenue, and create a long-term community gathering destination within Kalamazoo County.

Financial Summary

- Total Project Cost: Approximately \$1.1M – \$1.2M
- Owner Injection: Approximately \$860K including working capital
- EIF Loan Request: \$110K – \$120K (approximately 10% of project need)
- Landlord Tenant Improvement Contribution: \$150K
- Owner Investment Contribution: Approximately 73% of project funding

Projected Revenue:

- Year 1 Revenue: \$1.6M
- Year 2 Revenue: \$1.8M
- Year 3 Revenue: \$2.0M

Projected EBITDA:

- Year 1 EBITDA: \$216K
- Year 2 EBITDA: \$228K
- Year 3 EBITDA: \$309K

Revenue Drivers

Primary revenue drivers include:

- Seated dining and bar traffic
- Lunch and dinner service
- Whiskey snug private events
- Premier League, rugby, NFL, and sports viewing events
- Corporate and private gatherings
- Whiskey tasting events
- Family parties and local celebrations

Operational Model

The business will operate with an experienced General Manager structure supported by culinary leadership, front-of-house service teams, and operational systems utilizing Toast POS and integrated reporting tools.

The ownership team brings significant executive operational leadership and financial oversight experience through Eamonn Nestor's global operations background in medical technology manufacturing.

Project Timeline

- Final Design & Permitting – May/June 2026
- Construction Mobilization – June 2026
- Interior Build-Out – July 2026
- Equipment & FF&E Installation – August 2026
- Hiring & Training – August/Sept 2026
- Grand Opening Target – Sept/October 2026

AutoSave Off EIF_AppendixMaterial_EmeraldOak_NestorFamily - Protecte... Saved to this PC

File Home Insert Draw Page Layout Formulas Data Review View Automate Help Acrobat

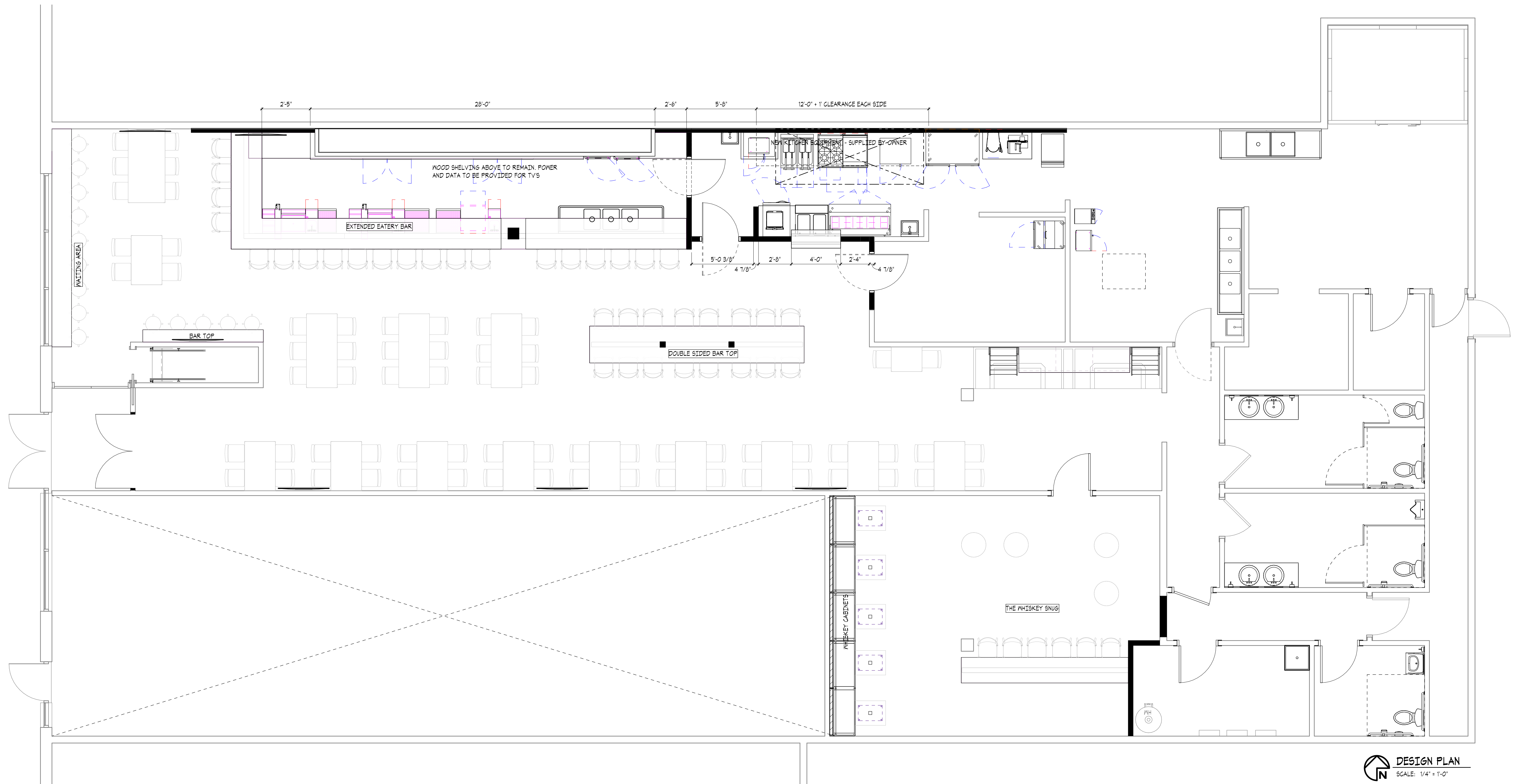
PROTECTED VIEW Be careful—files from the Internet can contain viruses. Unless you need to edit, it's safer to stay in Protected View. Enable Editing

Names	Role	Type	Qty	Rate	Hours/Wk	Weekly Cost	Annual Cost			
Bob	General Manager	Mgmt	1							
	Assistant Manager	Mgmt	1		50	\$1,346				
	Chef		1		50	\$1,058	\$70,000			Gain Sharing
Gill	CoFounder_Director_Cu lture&Community	Mgmt	1		50	\$1,250	\$65,000			7.5% EBITA above threshold Target (Y1 - 12%, 15% Y3 - 18%)
	Bar supervisor				30	\$0				5% EDITA above threshold Target (Y1 - 12%, 15% Y3 - 18%)
	Bartender	FOH	1	\$ 15			\$190,000			
	Server	FOH	3	\$ 10	32	\$480	\$24,960			
	Host	FOH	10	\$ 7	32	\$960	\$49,920			
	Busser	FOH	2	\$ 14	13	\$910	\$47,320			
	Barback	FOH	2	\$ 12	22	\$616	\$32,032			
			0	\$ 13	22	\$528	\$27,456			
	Line Cook	BOH			28	\$0	\$0			
	Prep Cook	BOH	3	\$ 17	35	\$1,785	\$181,688			
	Dishwasher	BOH	2	\$ 15	32	\$960	\$92,820			
	Local Hire Plan		1	\$ 14	26	\$364	\$49,920			
			28			\$10,257	\$18,928			
						\$82,055	\$343,356			64% % Variable
							\$190,000			36% % Fixed
							\$533,356			

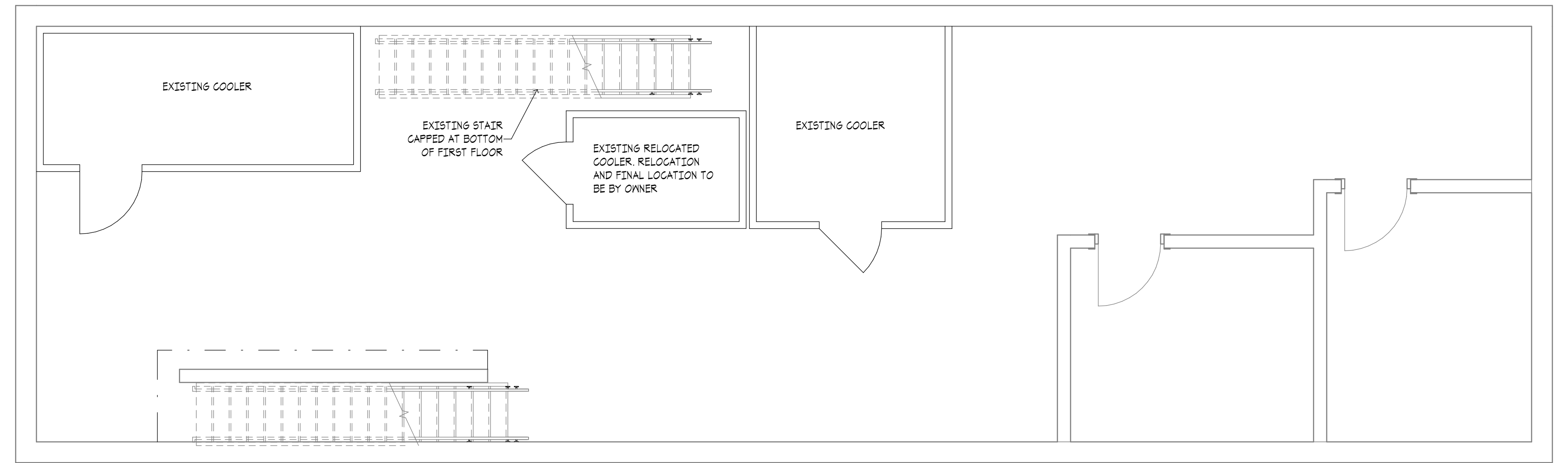
Executive Summary Capital_Investment, ex. WC Labour model(wages) Income S ...

Financial planning exhibit

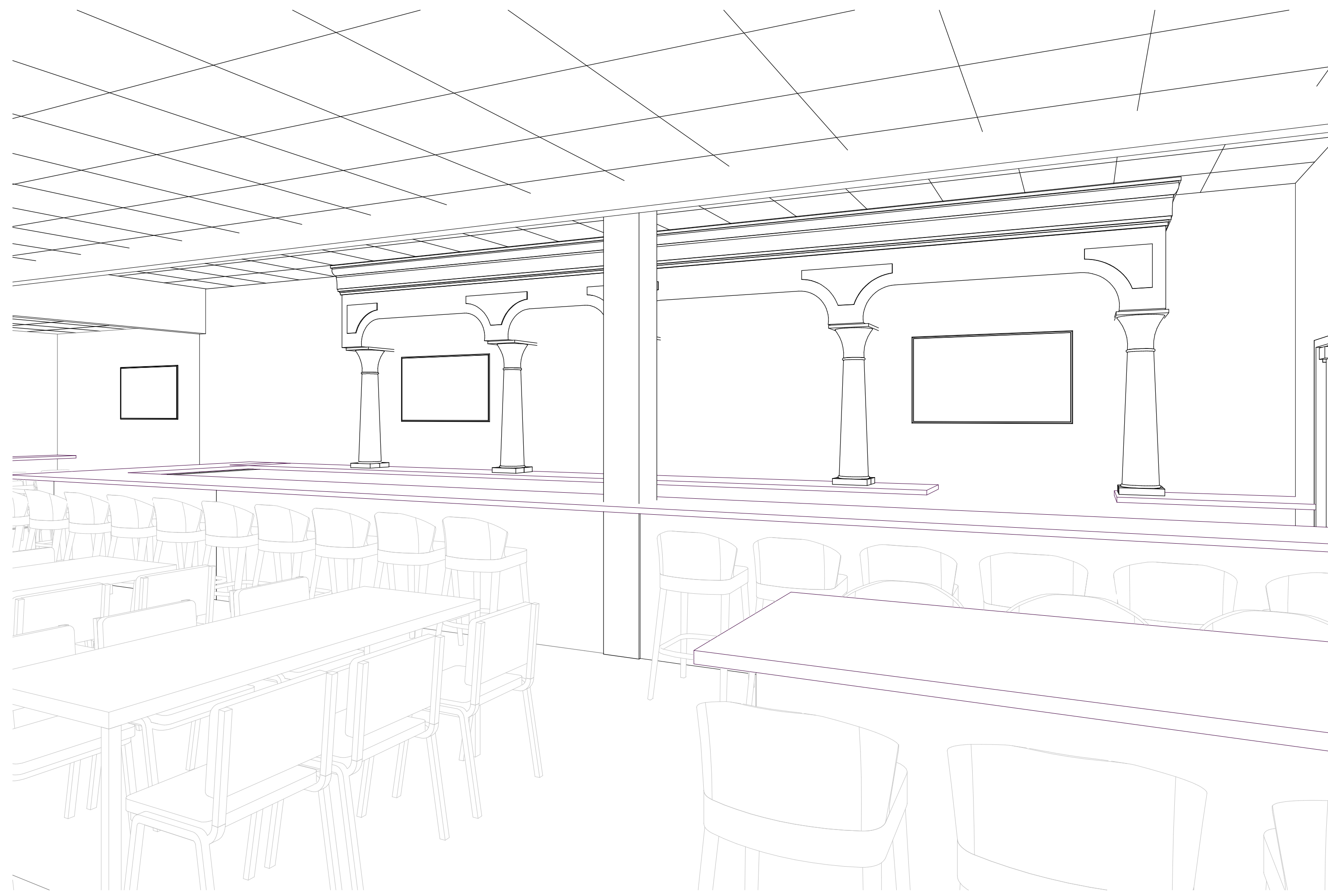
Prepared by Auld Ned's Hospitality LLC - 2026



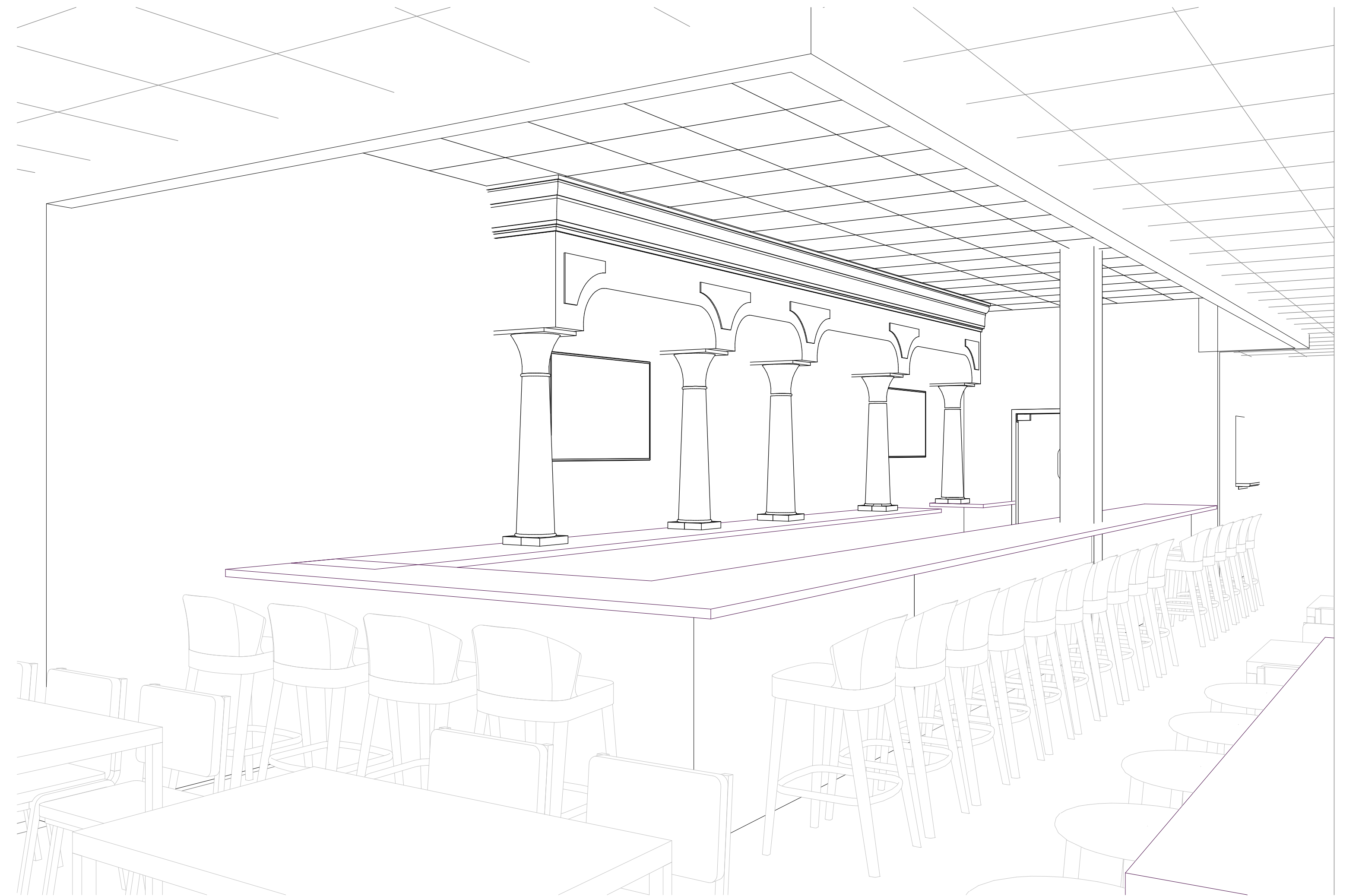

DESIGN PLAN
 SCALE: 1/4" = 1'-0"



2 BASEMENT LEVEL PLAN
AS100 SCALE: 1/4" = 1'-0"



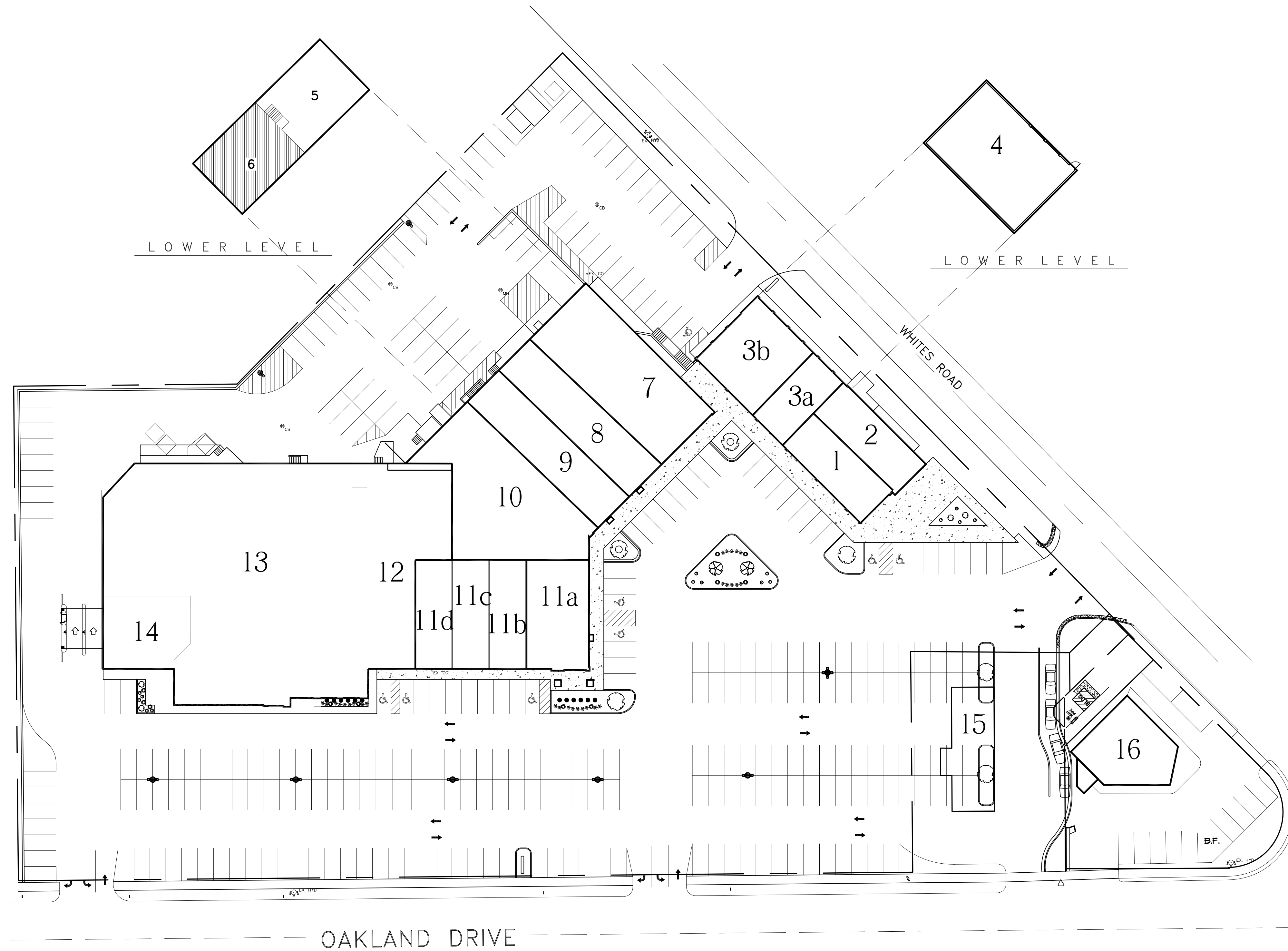
1 MAIN BAR
SCALE:



1 MAIN BAR
AS100 SCALE:

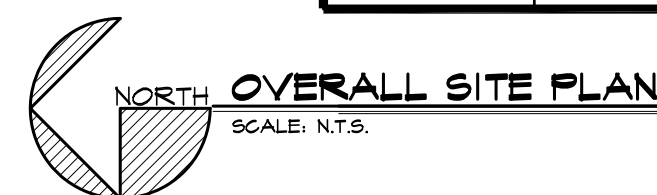


EMERALD OAK MAIN DINNING
SCALE:



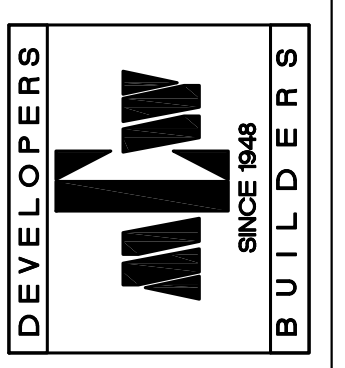
OAKLAND PLAZA SITE PLAN KEY

NO.	TENANT	FRONTAGE	S.F.AREA	NO.	TENANT	FRONTAGE	S.F.AREA
1	5th STREET BURGER	24'-9"	1,503	10	FLETCHERS PUB	14'-0"	4,131
2	SUBWAY	24'-6"	1,383	11a	MY EYE DOCTOR	35'-0"	2,176
3a	INITIAL ATTRACTION	24'-0"	1,200	11b	AVAILABLE	19'-9"	1,229
3b	BOOKBUG	50'-6"	2,377	11c	OAKWOOD CLEANERS	19'-9"	1,240
4	BRICKS & MINIFIGS	26'-4"	3,456	11d	EDWARD JONES	21'-0"	1,250
5	LITTLE CHICK	44'-0"	1,936	12	EMERALD OAK	32'-0"	4,406
6	STORAGE	40'-0"	2,104	13	SA WALL HEALTH FOOD	110'-0"	18,478
7	THIS IS A BOOKSTORE	50'-6"	5,085	14	UPS STORE	40'-0"	2,000
8	BARKS IN THE ZOO	25'-3"	2,522	15	AVAILABLE - BUILD TO SUIT		
9	WILD BIRDS UNLIMITED	25'-3"	2,543	16	WATER STREET COFFEE JOINT	IRR	2,099



OAKWOOD PLAZA AND OAKWOOD POINTE
OVERALL SITE PLAN
OAKLAND DRIVE AND WHITES ROAD
KALAMAZOO, MICHIGAN

MEYER C. WEINER CO.
 700 MALL DRIVE
 PORTAGE, MI 49782
 PHONE 269.323.2441
 FAX 269.323.3262



REVISIONS:

DATE: .
 PROJECT: .

SD1.0

THE GENERAL CONTRACTOR HAS REVIEWED ALL THE INFORMATION SHOWN HEREON AND SPECIFICATIONS AND TO CORRECT THE RECORD OF THE INFORMATION SHOWN HEREON BUT TO CORRECT THE RECORD OF THE INFORMATION SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO CORRECT THE RECORD OF THE INFORMATION SHOWN HEREON. THE ARCHITECT HAS REVIEWED ALL THE INFORMATION SHOWN HEREON AND SPECIFICATIONS AND TO CORRECT THE RECORD OF THE INFORMATION SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO CORRECT THE RECORD OF THE INFORMATION SHOWN HEREON.

PROMISSORY NOTE

\$120,000.00

KALAMAZOO, MICHIGAN
June [REDACTED], 2026

FOR VALUE RECEIVED, the undersigned, **Auld Neds Hospitality, LLC**, a Michigan limited liability company (“**Maker**”), whose mailing address is 1234 N Eagle Lake Dr, Kalamazoo, MI 49009, hereby promises and agrees to pay to the order of **THE CITY OF KALAMAZOO ECONOMIC DEVELOPMENT CORPORATION**, a Michigan municipal corporation (“**Payee**”), whose mailing address is 245 N. Rose Street, Kalamazoo, Michigan 49007, the principal sum of ONE HUNDRED AND TWENTY THOUSAND 00/100 DOLLARS (\$120,000.00) (such amount outstanding from time to time, the “**Principal**”) payable in the manner set forth below.

This Promissory Note (this “**Note**”) is issued pursuant to Developer’s project to renovate the real property with a street address of 224 E. Michigan Avenue, Kalamazoo (the “**Project**”). Maker shall use the proceeds of this Note solely in furtherance of the Project.

1. PAYMENTS. Maker shall pay to the order of Payee quarterly installments in the amount of [REDACTED], with the first such installment due on October 1, 2026, and installment payments in like amount on the first day of January, April, July, and October of each year while any amount of Principal is outstanding, and an additional installment on the fifth (5th) anniversary of the date of this Note in an amount sufficient to bring the Principal then outstanding down to one-half (1/2) the initial Principal amount, and the final installment of any remaining Principal and interest due on the tenth (10th) anniversary of the date of this Note (the “**Maturity Date**”). All payments made hereunder shall be made to Payee in lawful money of the United States on or before 11:59 PM EST on the date on which such payment is due, by cashier's check, certified check, verified ACH transfer, or wire transfer of immediately available funds to the Payee's account at a bank specified by Payee in writing to Maker from time to time. Payments shall be applied *first* to accrued interest, and *second* to Principal outstanding under this Note. Maker may prepay all or any portion of this Note at any time and from time to time, prior to the Maturity Date, without penalty or premium.

2. INTEREST. Principal amounts outstanding under this Note shall bear interest at a rate per annum (the “**Interest Rate**”) equal to two percent (2.00%). If any amount payable hereunder is not paid when due, whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus eight percent (8.0%) (the “**Default Rate**”). All computations of interest hereunder shall be made on the basis of a year of 365 days. Interest shall begin to accrue on the date of this Note. If at any time the interest rate payable on outstanding Principal shall exceed the maximum rate of interest permitted under applicable law, such interest rate shall be reduced automatically to the maximum rate permitted.

3. SECURITY. This Note is a general unsecured obligation of Maker.

4. EVENTS OF DEFAULT. Each of the following shall constitute an “**Event of Default**” hereunder:

(a) Maker fails to pay any installment of Principal or interest due on this Note on or before the due date for such installment;

(b) Maker makes a general assignment for the benefit of Maker’s creditors, is adjudged bankrupt, files a petition in bankruptcy, a petition in bankruptcy is filed against Maker, or Maker notifies Payee that Maker is generally unable to satisfy its obligations as they become due in the ordinary course;

(c) Maker sells, transfers, or otherwise disposes of its assets outside the ordinary course of business; or

(d) Any warranty or representation made to Authority by Maker or any guarantor of this Note, in the financial statements or other documents given to the Payee, was false in any material respect on the date as of which such representation or warranty was made.

5. ACCELERATION AND REMEDIES. Upon the occurrence of an Event of Default, Payee may, at Payee's sole option, at any time thereafter declare all or any part of the unpaid Principal, and all accrued but unpaid interest thereon, to be immediately due and payable in full, *provided, however*, if an Event of Default described in Section 4(b) shall occur, the outstanding Principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder. Upon an Event of Default (whether or not Payee has elected to accelerate this Note), the entire unpaid principal balance shall bear interest until paid at the Default Rate.

6. AMENDMENTS, WAIVERS, TERMINATION. Neither this Note nor any term hereunder may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both parties. The waiver by either party of a breach or violation of any provision of this Note shall not operate as a waiver of any subsequent breach or violation of any provision thereof. No failure or delay by Payee to exercise any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

7. ASSIGNMENT. This Note may not be assigned or transferred by Maker without the prior written consent of Payee. This Note shall ensure the benefit of, and be binding upon, the parties and their successors-in-interest and permitted assigns.

8. HEADINGS. The headings in this Note are included for purposes of convenience only and shall not be considered a part of this Note in construing or interpreting any provision hereof.

9. GOVERNING LAW, ATTORNEYS FEES. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to any conflict of law rule or principle that might require the application of the laws of another jurisdiction. In the event the Payee institutes and prevails in any legal suit, action or proceeding against the Maker upon an Event of Default by Maker, Maker agrees to pay Payee all costs of collection plus Payee's reasonable attorneys' fees for the services of counsel employed to collect this Note.

10. SEVERABILITY. If any portion of this Note is found to be void and/or unenforceable, then the rest and remainder of this Note shall be given full effect and be fully enforceable.

11. ELECTRONIC SIGNATURES. The words "execution," "signed," "signature," and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic ("pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this Note.

IN WITNESS WHEREOF, Maker has duly executed this Note as of the date first above written.

Auld Ned's, LLC

By: _____

Name: Eamonn Nestor

Title: Owner

PERSONAL GUARANTY

THIS GUARANTY (the “**Guaranty**”) is made as of [REDACTED], 2026 (the “**Effective Date**”) by EAMONN NESTOR (the “**Guarantor**”) to and in favor of the CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY (the “**Authority**”), a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“**Act 381**”).

RECITALS

A. **AULD NEDS HOSPITALITY, LLC**, a Michigan limited liability company (the “**Borrower**”) has executed a certain promissory note of even date herewith, in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$120,000.00) (the “**Note**”), in favor of the Authority and in connection with a loan made from Authority to Borrower (the “**Loan**”) to facilitate Borrower’s redevelopment project involving the real property with a street address of 3003 Oakland Dr. Kalamazoo, MI, 49008.

B. The Authority agreed to advance the Loan to Borrower on the condition that Guarantor, as authorized representative of and sole owner of the Borrower, would unconditionally guarantee payment of the Note.

C. Guarantor is a member of Borrower and directly benefited from the Authority’s entering into the Note.

D. To induce the Authority to accept the Note, Guarantor is willing to unconditionally guarantee payment of the principal amount of the Note.

NOW, THEREFORE, in order to induce the Authority to accept the Note and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Guarantor hereby covenants and agrees with the Authority as follows:

1. Guaranty. Guarantor hereby unconditionally and irrevocably guarantees the payment of the principal amount of the Note as of its issue date, and any principal and interest thereon from time to time outstanding, when due whether on a regular principal payment date or upon mandatory prepayment or acceleration of the principal amount of the Note in accordance with the terms of the Note (the “**Obligations**”).

2. Guaranty Unconditional. This is an irrevocable, unconditional and absolute guaranty of payment, and not of collection, and Guarantor agrees that liability on this Guaranty shall be immediate and the Authority may have immediate recourse against the undersigned for full and immediate payment of the Obligations at any time after the Obligations or any part thereof, have not been paid when due (whether by acceleration or otherwise).

3. Liability Not Contingent. The liability of Guarantor on this Guaranty shall not be contingent upon the exercise or enforcement by the Authority of whatever remedies it may have against the Borrower or others, or the enforcement of any lien or realization upon any security or collateral the Authority may at any time possess. Any one or more successive and/or concurrent actions may be brought based on this Guaranty against Guarantor either in the same action, if any, brought against Borrower or in separate actions, as often as the Authority, in its sole discretion, may deem advisable. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a

waiver of the Authority's right to proceed in any other form of action or proceeding or against other parties unless the Authority has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by the Authority against Borrower under any document or instrument evidencing or securing the Obligations shall serve to diminish the liability of Guarantor, except to the extent the Authority realizes payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon Guarantor's right of subrogation against Borrower. Receipt by the Authority of payment or payments with knowledge of the breach of any provision with respect to the Obligations shall not, as to the Guarantor, be deemed a waiver of such breach. All rights, powers and remedies of the Authority hereunder and under any other agreement now or at any time hereafter in force between the Authority and the Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Authority by law.

4. Liability Absolute. Guarantor agrees that its liability under this Guaranty is absolute and unconditional and that the Authority shall not be obligated (although it may do so at its sole option) before being entitled to direct recourse against Guarantor to take any steps, whatsoever to preserve, protect, accept or perfect the Authority's interest in, foreclose upon or realize on collateral security, if any, for the payment of the Obligations or any other guaranty of the Obligations or in any other respect exercise any diligence whatever in collecting or attempting to collect the Obligations by any means.

5. No Impairment of Liability. The liability of the Guarantor shall in no way be affected or impaired by: (a) any amendment, alteration, extension, renewal, waiver, indulgence or other modification of the Obligations; (b) any settlement or compromise in connection with the Obligations; (c) any subordination of payments under the Obligations to any other debt or claim; (d) any substitution, exchange, release or other disposition of all or any part of any collateral for the Obligations; (e) any failure, delay, neglect, act or omission by the Authority to act in connection with the Obligations; (f) the filing by or against Borrower of bankruptcy, insolvency, reorganization or other debtor's relief afforded Borrower pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court; or (g) any other matter whether similar or dissimilar to the foregoing. The obligations of Guarantor are unconditional, notwithstanding any defect in the genuineness, validity, regularity or enforceability of the Obligations or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

6. Waivers. The Guarantor hereby waives each and every defense which, under principles of guaranty law or otherwise, would otherwise operate to impair or diminish the liability of Guarantor hereunder, including, without limitation: (a) notice of acceptance of this Guaranty; (b) any subrogation to the rights of the Authority against Borrower until the Obligations has been paid in full; (c) presentment and demand for payment of any Obligations of Borrower; (d) protest, notice of protest, and notice of dishonor or default to the Guarantor or to any other party with respect to the Obligations; (e) all other notices to which the Guarantor might otherwise be entitled; (f) any demand for payment under this Guaranty; (g) any defense arising by reason of any disability or other defense of Borrower by reason of the cessation from any cause whatsoever of the liability of the Borrower; (h) any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute; (i) any right or claim of right to cause a marshalling of Borrower's assets; (j) any "one action" or "anti-deficiency" law or any other law which may prevent the Authority from bringing any action; (k) any election of remedies by the Authority which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the Obligations; and (l) any disability of other defense of the Borrower or by reason of the cessation of the Borrower's liability, except payment in full in legal tender of the Obligations. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligation of the Guarantor or of the right of the Authority to take further action without notice or demand as provided herein; nor in any event shall any

modification or waiver of the provisions of this Guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given. If payment is made by the Borrower, whether voluntarily or otherwise, or by any third party on the Obligations, and thereafter the Authority is forced to remit the amount of the payment to Borrower's trustee in bankruptcy or any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Obligations shall be considered unpaid for the purpose of the enforcement of this Guaranty. In addition to the waivers set forth here, if now or hereafter, Borrower is or shall become insolvent and the Obligations shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of the Authority and Borrower, and their respective successors and assigns, any claim or right to payment Guarantor may now have or hereafter acquire against Borrower, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. Section 547(b) or any successor provision of the federal bankruptcy laws. **Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.**

7. Warranties and Representations. Guarantor represents, warrants and covenants to the Authority that, as of the date of this Guaranty: the fair salable value of Guarantor's assets exceeds its liabilities, including the liability undertaken pursuant to this Guaranty; Guarantor is meeting its current liabilities as they mature; financial statements of Guarantor furnished the Authority, if any, are true and correct and include in the footnotes thereto all contingent liabilities of Guarantor; since the date of said financial statements there has been no material adverse change in the financial condition of Guarantor; there are not now pending any material court or administrative proceedings or undischarged judgments against Guarantor and no federal or state tax liens have been filed or threatened against Guarantor, nor is Guarantor in default or claimed default under any agreement for borrowed money.

8. Notices. Guarantor agrees to immediately give the Authority written notice of any material adverse change in its financial condition, including but not limited to litigation commenced, tax liens filed, default claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced by or against Guarantor.

9. No Reliance by Guarantor. Guarantor is fully aware of the financial condition of the Borrower. Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of the Authority with respect thereto. Guarantor is in a position to and hereby assumes full responsibility for obtaining any additional information concerning Borrower's financial condition as Guarantor may deem material to its obligations hereunder; and Guarantor is not relying upon nor expecting the Authority to furnish it any information in the Authority's possession concerning Borrower's financial condition.

10. Right of Setoff. To the extent permitted by applicable law, the Authority reserves a right of setoff of its debts to Guarantor against any debt owed by Guarantor to the Authority. Guarantor authorizes the Authority, to the extent permitted by applicable law, to hold any funds the Authority may owe to Guarantor, if any, if there is a default, and the Authority may apply its debt to Guarantor to pay what Guarantor owes under the terms of this Guaranty.

11. Subordination of Borrower's Debts to Guarantor. Guarantor agrees that the Obligations of Borrower to the Authority shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim the Authority may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, the assets of Borrower applicable to the payment of the claims of both the Authority and Guarantor shall be paid to the Authority and shall be first applied by the

Authority to the Obligations of Borrower to the Authority. Guarantor does hereby assign to the Authority all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; *provided, however*, that such assignment shall be effective only for the purpose of assuring to the Authority full payment in legal tender of the Obligations to the Authority. If the Authority so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be delivered to the Authority and/or marked with a legend that the same are subject to this Guaranty. Guarantor agrees and the Authority is hereby authorized in the name of Guarantor to execute such other documents and to take such other actions as the Authority deems appropriate to perfect, preserve and enforce its rights under this Guaranty.

12. Miscellaneous. This Guaranty shall inure to the benefit of the Authority and its successors and assigns. In the event that any person other than the Authority shall become a holder or owner of any of the Obligations, each reference to the Authority hereunder shall be construed as if it referred to each such holder or owner. This Guaranty shall be binding upon Guarantor and his heirs, successors and assigns. Guarantor agrees that recourse may be had against his earnings and separate property for all of Guarantor's obligations under this Guaranty. This Guaranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Michigan. Guarantor shall reimburse Authority for all costs, reasonable attorneys' fees, and other expenses at any time expended or incurred by Authority in collecting or attempting to collect the Obligations or in enforcing this Guaranty. This Guaranty is effective as of the Effective Date.

13. Guaranty Freely Given. THIS GUARANTY IS FREELY AND VOLUNTARILY GIVEN BY GUARANTOR WITHOUT ANY DURESS OR COERCION, AND AFTER GUARANTOR HAS EITHER CONSULTED WITH COUNSEL OR BEEN GIVEN AN OPPORTUNITY TO DO SO, AND GUARANTOR HAS CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS GUARANTY. GUARANTOR REPRESENTS THAT HE IS AUTHORIZED BY LAW TO EXECUTE, DELIVER AND PERFORM THIS GUARANTY AND THAT HE HAS RECEIVED A VALUABLE BENEFIT OR CONSIDERATION FOR THIS GUARANTY.

IN WITNESS THEREOF, this Guaranty was executed and delivered by the undersigned as of the Effective Date.

GUARANTOR

Eamonn Nestor, Personally and as Authorized
Representative of Auld Neds, LLC

Loan Amortization Schedule

[HELP](#)

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Loan Information	
Loan Amount	120,000.00
Annual Interest Rate	2.00%
Term of Loan in Years	15
First Payment Date	10/1/2026
Payment Frequency	Quarterly
Compound Period	Quarterly
Payment Type	Beginning of Period

Summary	
Rate (per period)	0.500%
Number of Payments	60
Total Payments	138,503.65
Total Interest	18,503.65
Est. Interest Savings	-

Quarterly Payment 2,308.39

Amortization Schedule

 Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						120,000.00
1	10/1/26	2,308.39		0.00	2,308.39	117,691.61
2	1/1/27	2,308.39		588.46	1,719.94	115,971.67
3	4/1/27	2,308.39		579.86	1,728.54	114,243.13
4	7/1/27	2,308.39		571.22	1,737.18	112,505.96
5	10/1/27	2,308.39		562.53	1,745.86	110,760.09
6	1/1/28	2,308.39		553.80	1,754.59	109,005.50
7	4/1/28	2,308.39		545.03	1,763.37	107,242.13
8	7/1/28	2,308.39		536.21	1,772.18	105,469.95
9	10/1/28	2,308.39		527.35	1,781.04	103,688.90
10	1/1/29	2,308.39		518.44	1,789.95	101,898.95
11	4/1/29	2,308.39		509.49	1,798.90	100,100.05
12	7/1/29	2,308.39		500.50	1,807.89	98,292.16
13	10/1/29	2,308.39		491.46	1,816.93	96,475.23
14	1/1/30	2,308.39		482.38	1,826.02	94,649.21
15	4/1/30	2,308.39		473.25	1,835.15	92,814.06
16	7/1/30	2,308.39		464.07	1,844.32	90,969.74
17	10/1/30	2,308.39		454.85	1,853.55	89,116.19
18	1/1/31	2,308.39		445.58	1,862.81	87,253.38
19	4/1/31	2,308.39		436.27	1,872.13	85,381.25
20	7/1/31	2,308.39		426.91	1,881.49	83,499.76
21	10/1/31	2,308.39		417.50	1,890.90	81,608.87
22	1/1/32	2,308.39		408.04	1,900.35	79,708.52
23	4/1/32	2,308.39		398.54	1,909.85	77,798.66
24	7/1/32	2,308.39		388.99	1,919.40	75,879.26
25	10/1/32	2,308.39		379.40	1,929.00	73,950.27
26	1/1/33	2,308.39		369.75	1,938.64	72,011.62
27	4/1/33	2,308.39		360.06	1,948.34	70,063.29
28	7/1/33	2,308.39		350.32	1,958.08	68,105.21
29	10/1/33	2,308.39		340.53	1,967.87	66,137.34
30	1/1/34	2,308.39		330.69	1,977.71	64,159.63
31	4/1/34	2,308.39		320.80	1,987.60	62,172.04
32	7/1/34	2,308.39		310.86	1,997.53	60,174.50
33	10/1/34	2,308.39		300.87	2,007.52	58,166.98
34	1/1/35	2,308.39		290.83	2,017.56	56,149.42
35	4/1/35	2,308.39		280.75	2,027.65	54,121.78
36	7/1/35	2,308.39		270.61	2,037.79	52,083.99
37	10/1/35	2,308.39		260.42	2,047.97	50,036.02

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
38	1/1/36	2,308.39		250.18	2,058.21	47,977.80
39	4/1/36	2,308.39		239.89	2,068.51	45,909.30
40	7/1/36	2,308.39		229.55	2,078.85	43,830.45
41	10/1/36	2,308.39		219.15	2,089.24	41,741.21
42	1/1/37	2,308.39		208.71	2,099.69	39,641.52
43	4/1/37	2,308.39		198.21	2,110.19	37,531.33
44	7/1/37	2,308.39		187.66	2,120.74	35,410.59
45	10/1/37	2,308.39		177.05	2,131.34	33,279.25
46	1/1/38	2,308.39		166.40	2,142.00	31,137.25
47	4/1/38	2,308.39		155.69	2,152.71	28,984.55
48	7/1/38	2,308.39		144.92	2,163.47	26,821.08
49	10/1/38	2,308.39		134.11	2,174.29	24,646.79
50	1/1/39	2,308.39		123.23	2,185.16	22,461.63
51	4/1/39	2,308.39		112.31	2,196.09	20,265.54
52	7/1/39	2,308.39		101.33	2,207.07	18,058.47
53	10/1/39	2,308.39		90.29	2,218.10	15,840.37
54	1/1/40	2,308.39		79.20	2,229.19	13,611.18
55	4/1/40	2,308.39		68.06	2,240.34	11,370.84
56	7/1/40	2,308.39		56.85	2,251.54	9,119.30
57	10/1/40	2,308.39		45.60	2,262.80	6,856.50
58	1/1/41	2,308.39		34.28	2,274.11	4,582.39
59	4/1/41	2,308.39		22.91	2,285.48	2,296.91
60	7/1/41	2,308.39		11.48	2,296.91	0.00

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance