



CERTIFICATE OF APPROPRIATENESS PLACARD

for Raleigh Historic Resources

Project Description:

Install 2 storefront non-illuminated metal blade signs;
install 3 storefront non-illuminated, frame-mounted
lettering signs

135 E Martin St

Address

Moore Square

Historic District

Historic Property

COA-0118-2022

Certificate Number

11/23/2022

Date of Issue

5/23/2023

Expiration Date

This card must be kept posted in a location within public view until all phases of the described project are complete. The work must conform with the code of the City of Raleigh and laws of the state of North Carolina. When your project is complete, you are required to ask for a final zoning inspection in a historic district area.


Telephone the RHDC office at 832-7238 and commission staff will coordinate the inspection with the inspections Department. If you do not call for this final inspection, your Certificate of Appropriateness is null and void.

Signature, _____

Kim Morton

Raleigh Historic Development Commission

Pending the resolution of appeals, commencement of work is at your own risk.

Type or print the following:			
Applicant name: Robert Buhler			
Mailing address: 135 E. Martin St.			
City: Raleigh	State: NC		Zip code: 27601
Date: 9/27/22	Daytime phone #: 970-481-5785		
Email address: robert@decreecompany.com			
Applicant signature: 			
Minor work (staff review) – one copy Major work (COA committee review) – ten copies Additions > 25% of building sq. footage New buildings Demolition of building or structure All other Post approval re-review of conditions of approval		Office Use Only Transaction #: _____ File #: COA-0118-2022 Fee: _____ Amount paid: _____ Received date: _____ Received by: _____	
Property street address: 135 E. Martin St. Raleigh, NC 27601			
Historic district: Hod-G			
Historic property/Landmark name (if applicable):			
Owner name: MMP			
Owner mailing address: nfrantz@mmp-nc.com			

For applications that require review by the COA Committee (major work), provide addressed and stamped envelopes for owners for all properties with 100 feet on all sides of the property, as well as the property owner.

Property Owner Name & Address	Property Owner Name & Address

I understand that all major work applications that require review by the Raleigh Historic Development Commission's COA Committee must be submitted by 4 p.m. on the date of the application deadline; otherwise, consideration will be delayed until the following committee meeting. An incomplete application will not be accepted.

Will you be applying for rehabilitation tax credits for this project? Yes <input type="radio"/> No <input checked="" type="radio"/>	Office Use Only Type of work: <u>64</u>
Did you consult with staff prior to filing the application? Yes <input type="radio"/> No <input checked="" type="radio"/>	

Design Guidelines: please cite the applicable sections of the design guidelines (www.rhdc.org).		
Section/Page	Topic	Brief description of work (attach additional sheets as needed).
1.8	Signage	We are installing a sign on the building

Minor Work Approval (office use only)	
Upon being signed and dated below by the Planning Director or designee, this application becomes the Minor Work Certificate of Appropriateness. It is valid until <u>05/23/2023</u> . Please post the enclosed placard form of the certificate as indicated at the bottom of the card. Issuance of a Minor Work Certificate shall not relieve the applicant, contractor, tenant, or property owner from obtaining any other permit required by City Code or any law. Minor Works are subject to an appeals period of 30 days from the date of approval.	
Signature (City of Raleigh) <u>Erin Mooten</u>	Date <u>11/23/2022</u>

LEASE

by and between

**MMP 135 E. Martin, LLC, a North Carolina limited liability company,
as Landlord**

and

**Perfect Cube, LLC, a North Carolina limited liability company,
as Tenant**

LEASE

THIS LEASE ("Lease"), made as of the 9th day of JUNE, 2022 (the "Effective Date"), by and between **MMP 135 E. Martin, LLC**, a North Carolina limited liability company ("Landlord") and **Perfect Cube, LLC**, a North Carolina limited liability company ("Tenant"), provides as follows:

1. **DEFINITIONS AND SPECIAL PROVISIONS.** The following basic definitions and provisions apply to this Lease:

1.1. *Definitions.* The italicized terms shall have the following meanings.

<i>Applicable Laws.</i>	All applicable Federal, State, County, municipal and local laws, statutes, ordinances, codes, rules and regulations, including without limitation The Americans with Disabilities Act.							
<i>Base Rent.</i>	The minimum Base Rent for the Term, commencing on the Commencement Date and continuing thereafter for the Term, shall be payable in monthly installments on the first (1 st) day of each month in accordance with the following Base Rent Schedule:							
	<table><tr><th>MONTHS</th><th>PSF RATE</th><th>TOTAL MONTHLY BASE RENT</th></tr><tr><td colspan="3"></td></tr></table>	MONTHS	PSF RATE	TOTAL MONTHLY BASE RENT				
MONTHS	PSF RATE	TOTAL MONTHLY BASE RENT						
	<p>* As consideration for Tenant's performance of all obligations under the Lease, Landlord hereby conditionally waives Base Rent of the initial Lease Term, provided Tenant shall not be in default hereunder. If Tenant, at any time during the Lease Term, shall be in default past any applicable notice and cure period, the total sum of such Base Rent so conditionally waived shall become immediately due and payable. If at the expiration of this Lease, including any option or renewal periods, Tenant is not in default hereunder, Landlord shall permanently waive payment of any conditionally waived Base Rent. Accordingly, the 91st day following the Commencement Date, shall be deemed the Rent Commencement Date.</p> <p>Tenant shall pay its first (1st) monthly installment of Base Rent to Landlord on the Effective Date ("Prepaid Rent").</p>							
<i>Base Year.</i>	2023							
<i>Brokers.</i>	Tenant's Representative – Trademark Properties Landlord's Representative – Mikels & Jones Properties							
<i>Building.</i>	That office building, containing approximately 11,419 rentable square feet of office space and bearing an address of 135 E. Martin Street, Raleigh, North Carolina 27603. The Building is located on and includes that land described on <u>Exhibit A</u> attached hereto (the "Land").							

<i>Building Standard Improvements.</i>	The standards for normal construction of general office space within the Building as specified by Landlord, including Tenant's upfit except as expressly set forth herein, design and construction standards, electrical load factors, materials, fixtures and finishes.
<i>City.</i>	Raleigh, North Carolina
<i>Commencement Date.</i>	Full execution of the Lease by Landlord and Tenant.
<i>Expiration Date.</i>	The sixty-third (63 rd) month after the Commencement Date.
<i>Guarantor(s).</i>	Robert R. Buhler, and spouse
<i>Holidays.</i>	<p>New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.</p> <p>If a Holiday is observed by the national banks in Raleigh, North Carolina on a day other than the normal day for such observance, then the day of observance by the banks shall constitute that Holiday under this Lease.</p>
<i>HVAC After Hours Rate.</i>	The HVAC After Hours Rate is \$45.00 per hour. This rate is subject to commercially reasonable annual increases as determined by Landlord.
<i>Landlord's Work.</i>	As set forth in a Work Letter identified in Section 1.2 of this Lease.
<i>Non-Standard Improvements.</i>	Such items as (i) High Demand Equipment (as defined in this Lease) and separate meters, (ii) all wiring and cabling from the point of origin to the termination point, (iii) raised floors for computer or communications systems, (iv) telephone equipment, security systems, and UPS systems, (iv) equipment racks, (v) alterations installed by or at the request of Tenant after the Commencement Date, (vi) kitchen appliances installed by Tenant, (vii) any framing and infill panel material and installation that would be added to the partial height partitions as shown on the plan attached; and (viii) any other improvements that are not part of the Building Standard Improvements.
<i>Normal Building Operating Hours.</i>	8 a.m. to 6 p.m. Monday through Saturday.

<i>Notice Addresses.</i>	<p>Landlord: Attn: Stuart M. Frantz, Manager 2426 East Lake Drive 909 MARLOWE ROAD Raleigh, NC 27609 E-mail: stuartfrantz@gmail.com</p> <p>With Copy to Property Manager:</p> <p>Attn: Neill Frantz, Managing Director McNeill Mays Properties 1323 Mordecai Drive Raleigh, North Carolina 27604 E-mail: nfrantz@mmp-nc.com</p> <p>Tenant: Attn: Robert Buhler Perfect Cube, LLC 2405 Paula Street Raleigh, NC 27612 E-mail:</p>
<i>Permitted Use</i>	The Premises may only be used for the operation of a custom stationary store including a show room, office, creativity and production area and for no other use or purpose.
<i>Premises.</i>	<p>That certain space commonly known as Suite 100, deemed to contain approximately 5,740 total rentable square feet within the Building, as depicted on Exhibit A attached hereto.</p> <p>The Premises bears a street address of 135 East Martin Street, Suite 100, Raleigh, NC 27603.</p>
<i>Project.</i>	All buildings or structures located on or serving the Land from time to time, including as of the date hereof, the Building and Common Areas.
<i>Property Manager.</i>	McNeill Mays Properties
<i>Rent Payment Address.</i>	<p>1323 Mordecai Drive Raleigh, North Carolina 27604</p>
<i>Security Deposit.</i>	The Security Deposit shall be payable upon execution of this Lease and held by the Landlord in accordance with Section 6 of this Lease.
<i>Tenant's Proportionate Share.</i>	Tenant's Proportionate Share is 50.27%.
<i>Tenant's Work.</i>	None, except to the extent set forth in a Work Letter identified in Section 1.2 of this Lease.
<i>Tenant Improvement Allowance</i>	

other address as either party may notify the other in writing or (ii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above.

10. *Payment of Costs of Enforcement.* In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or proceeding, including reasonable attorneys' fees.

11. *Binding Effect.* This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

12. *Severability.* If any provision of this Guaranty shall be held invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and there shall be deemed substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

13. *Governing Law.* This Guaranty shall be interpreted under and enforced according to the laws of the State of North Carolina.

14. *Captions for Convenience.* The headings and captions hereof are for convenience only and shall be not considered in interpreting the provisions hereof.

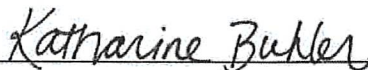
15. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal the day and year first above written.

GUARANTOR:

_____

CO-GUARANTOR (SPOUSE):

_____















FINE STATIONERY

CHIPS





GIFTS





DECREE COMPANY

EST. 2020 RALEIGH NC

NCGRAT

**Decree Company
presentation
for Signage permit**

135 E Martin St
Raleigh, NC 27601

Color Pallet

Drk Blue



Gold Leaf



Double-Sided Non-Illuminated Blade Sign

Quantity; 1

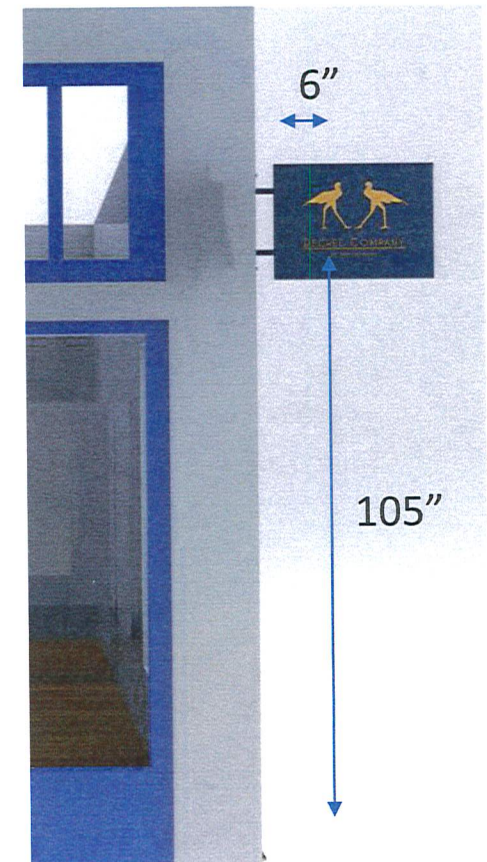
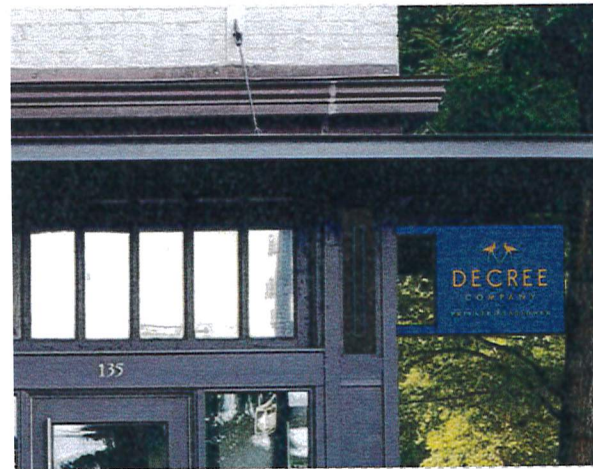
Color; Semi-Gloss Dark Blue

Face; 1/8th steel 1/8th Acrylic Gold Lettering

Acrylic Color; As in Drawing

Mounting; Bracket to Facia

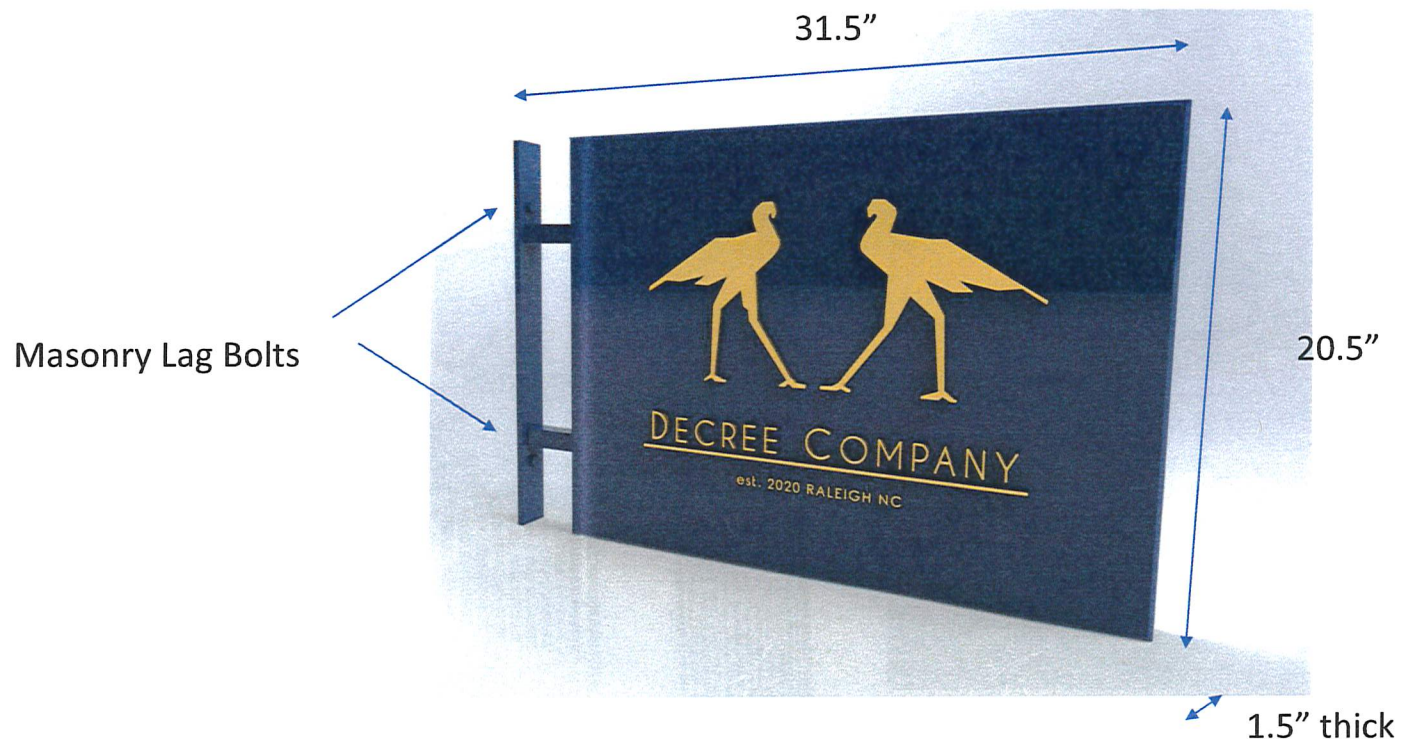
Sq. Ft. Signage: 4.66



Authorized By Landlord _____ date _____

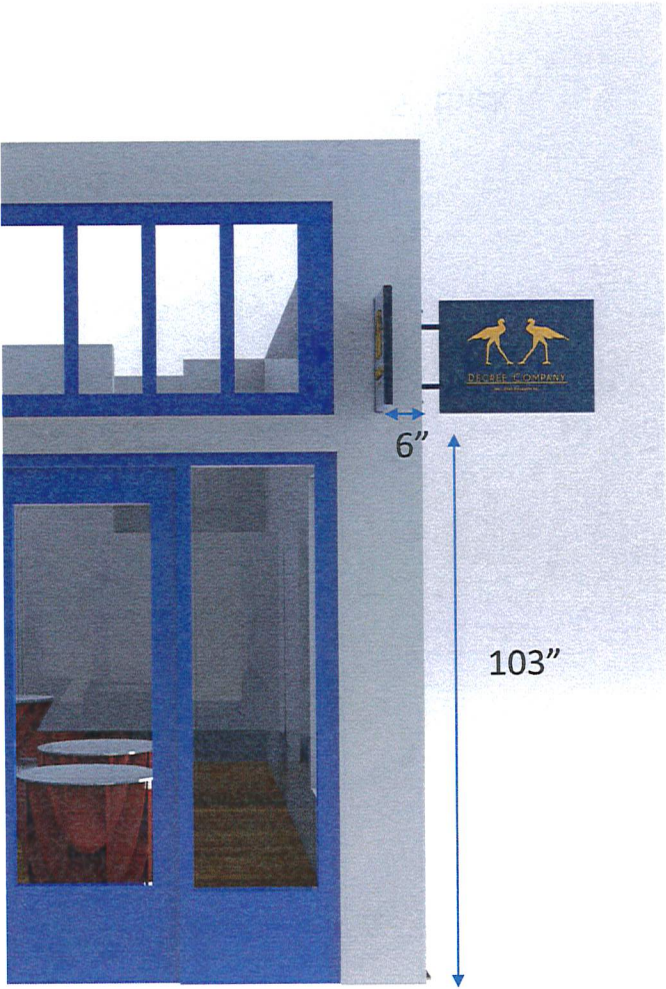


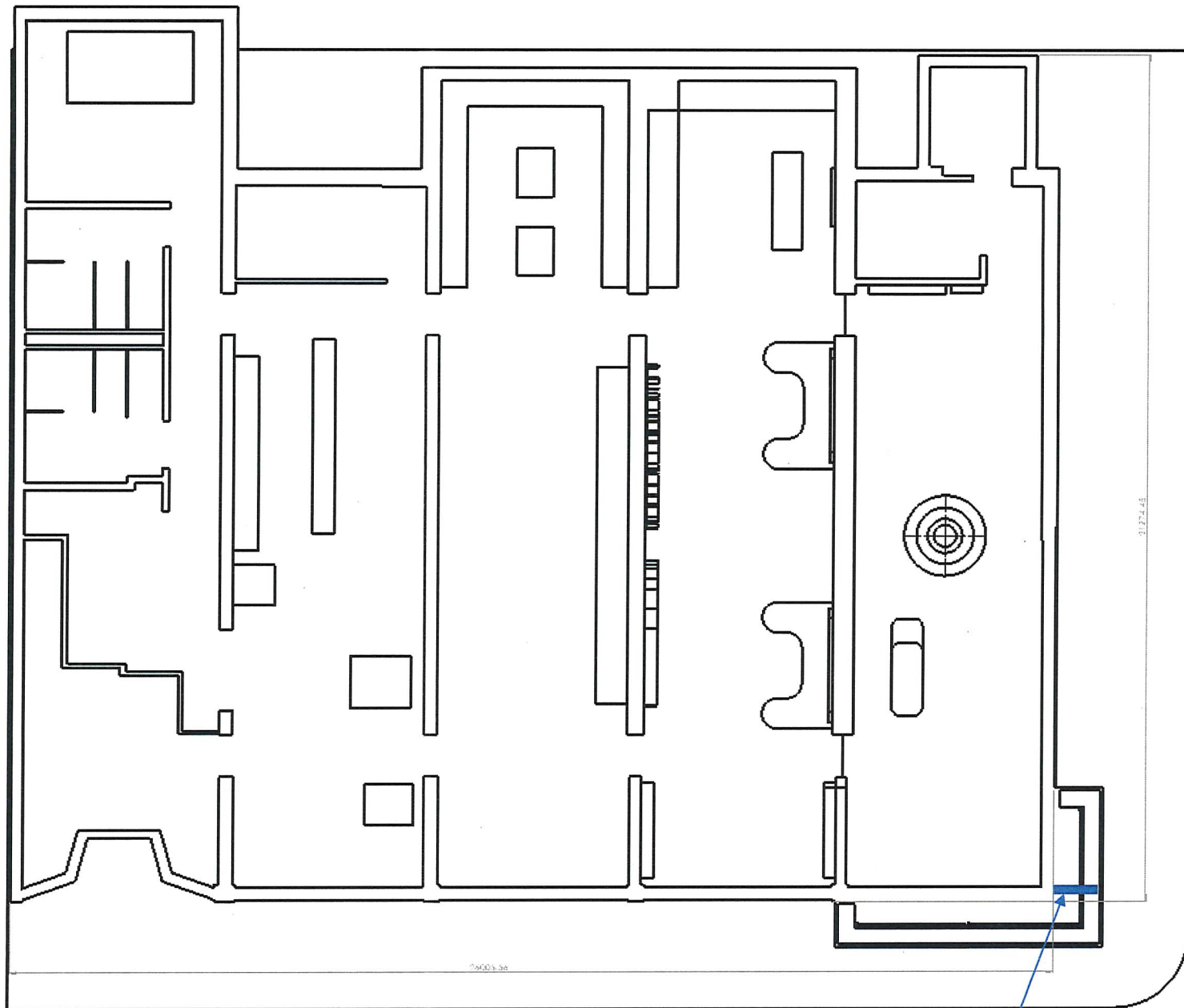
Sign blades for corner of Martin and S. Blount Str





Sidewalk

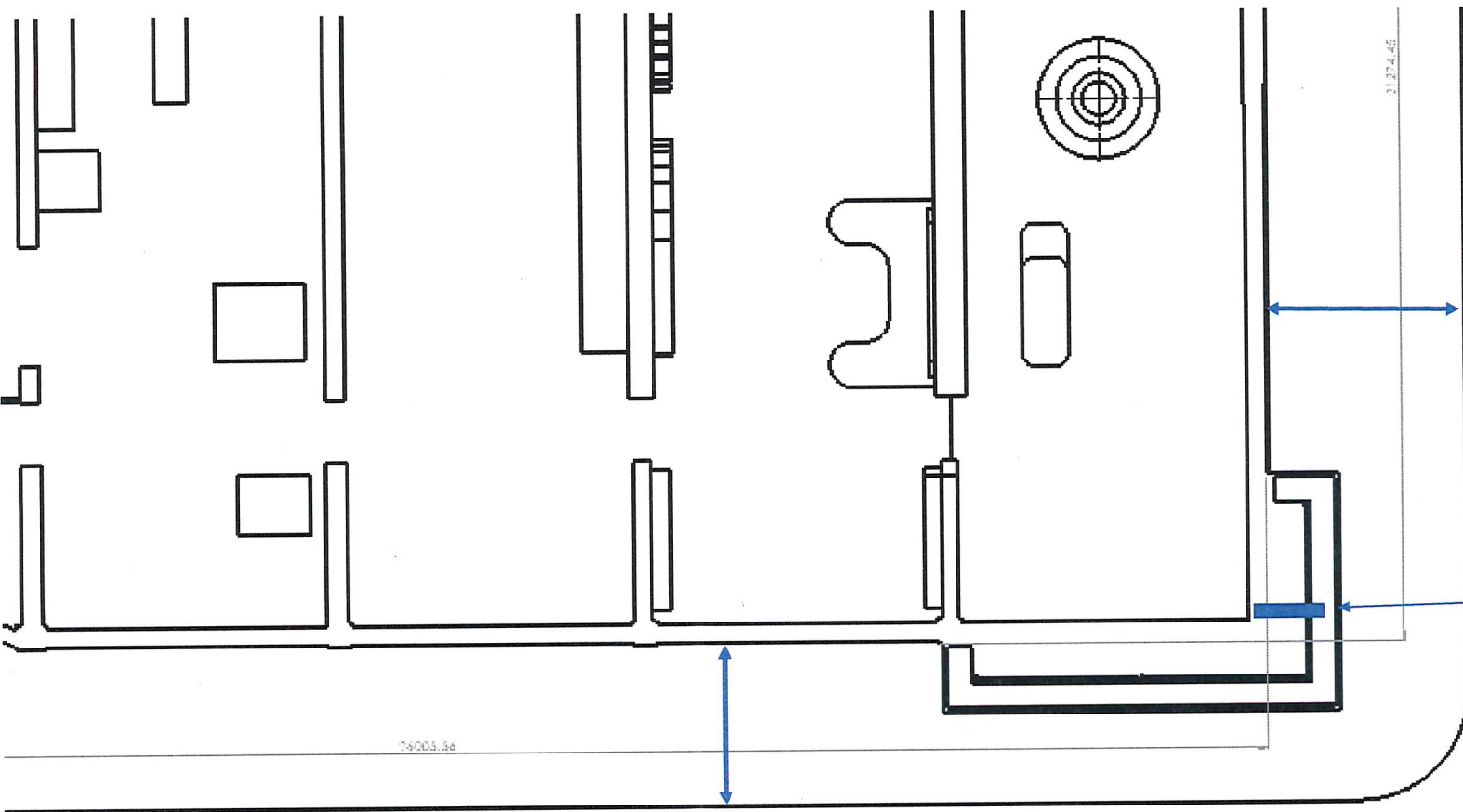




East Side
69ft 8inches

South Side 85ft 4inches

Blade Sign (under Awning).



From East Side of Building
to edge of sidewalk = 11ft

Blade Sign (under Awning).

From South Side of
Building to edge of
sidewalk = 9ft

135 E Martin St
Raleigh, NC 27601

Color Pallet

Gold Leaf



Single-Sided Non-Illuminated Frontage Sign

Quantity; 1

Color; Gold Leaf

Face; Urethane Sign Foam Gold Lettering

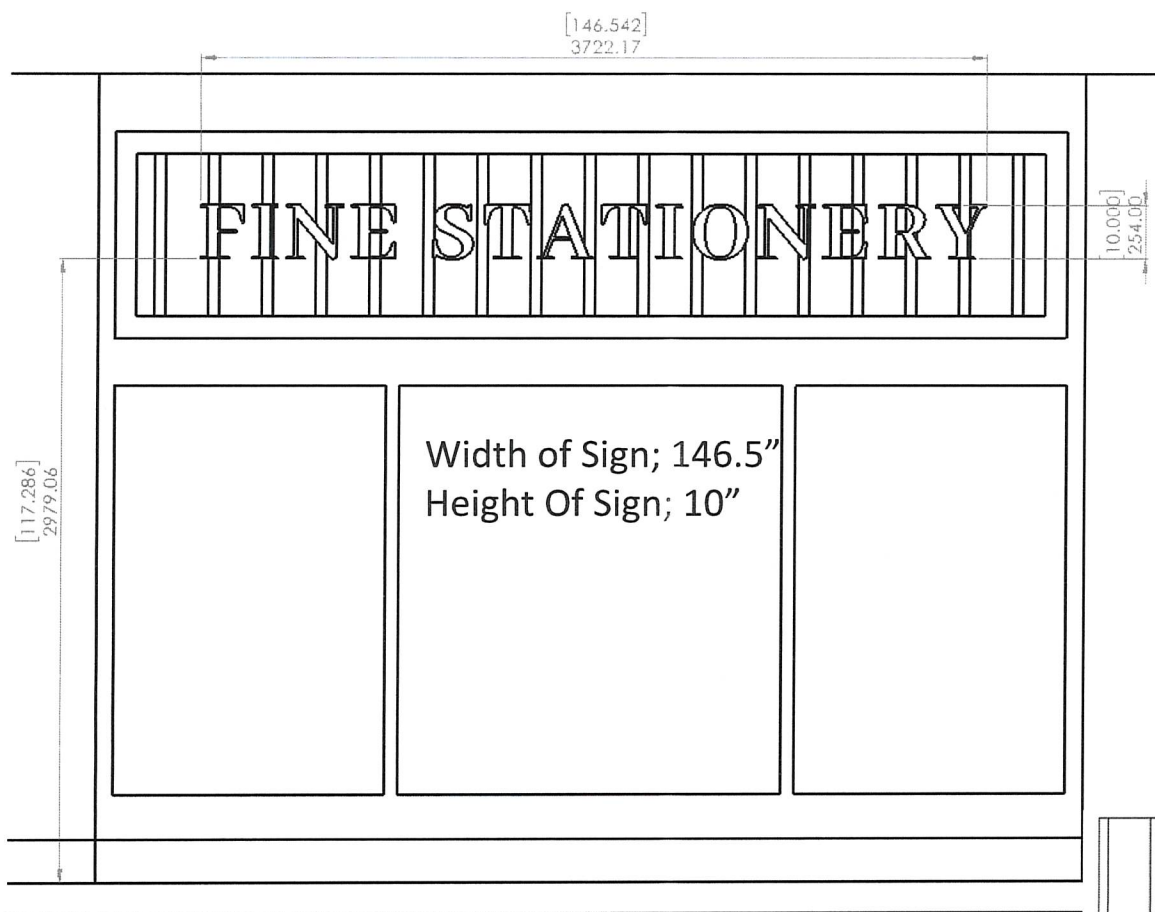
Urethan Color; As in Drawing

Mounting; Lettering Screwed to Metal Frame, Frame Lag

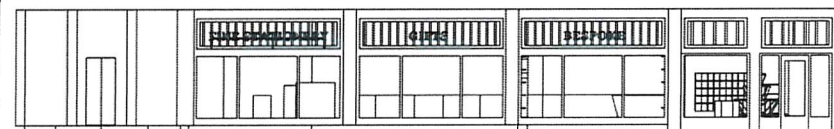
Bolted to fascia

Font; Abhaya Libre

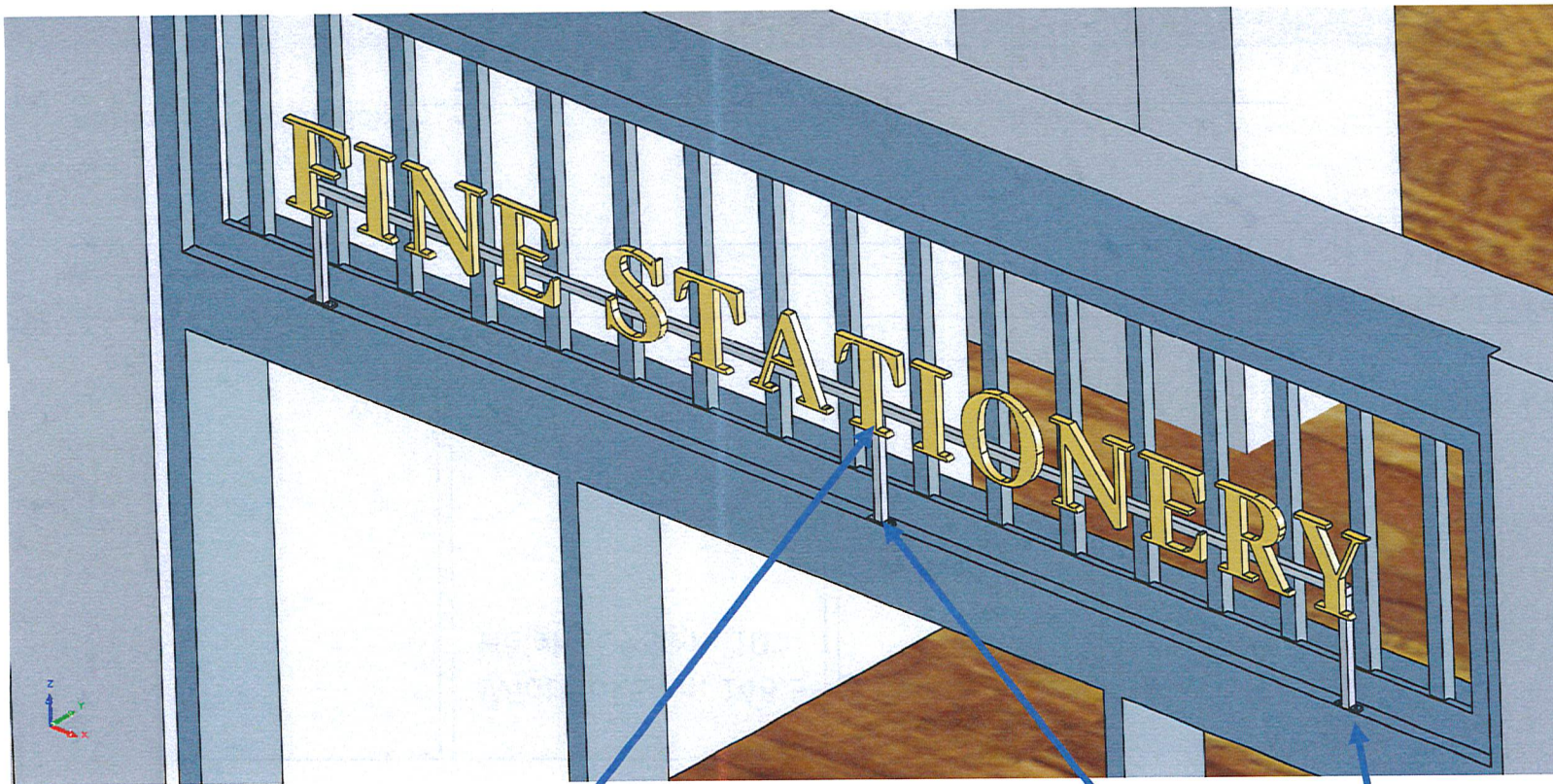
Sq. Ft. Signage: 10.25



Store Frontage



Authorized By Landlord _____ date _____



Letters are fastened to the metal bar and the bar is fastened to the wood trim using lag bolts.

Metal Bar

Lag Bolts



DECREE
COMPANY

MR. & MRS. E.

the man

CTOR

AND

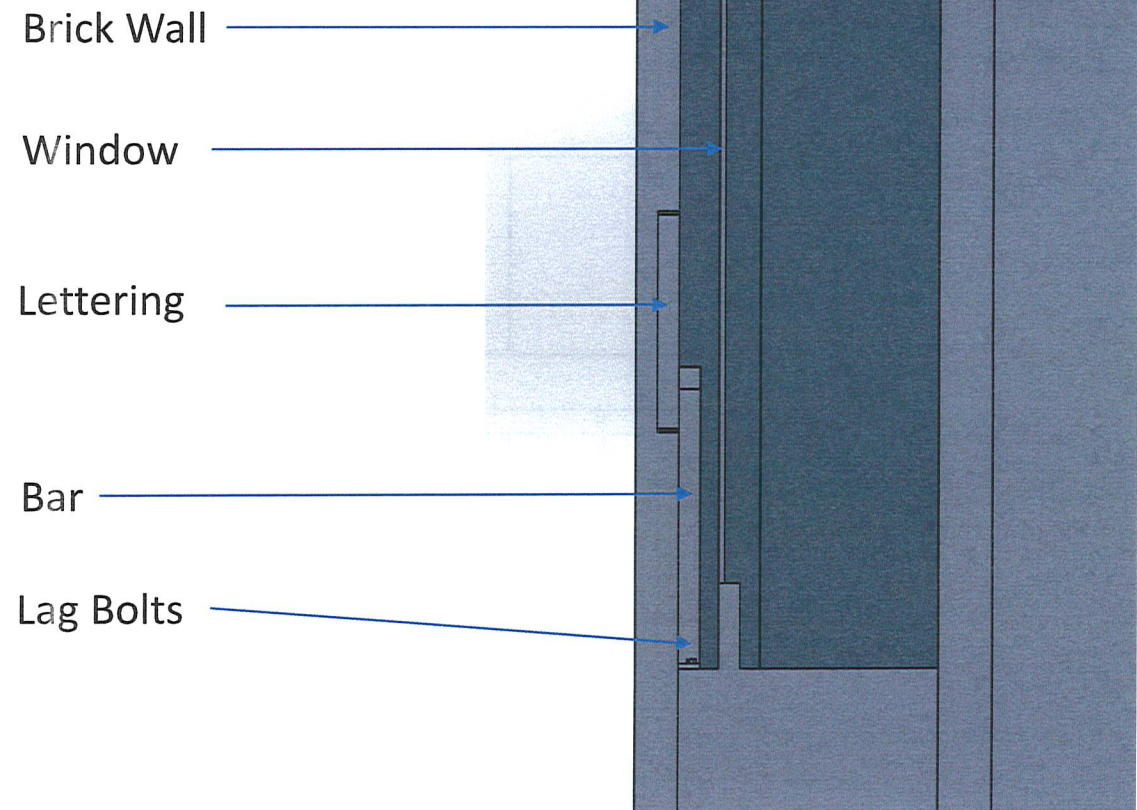
BENJ

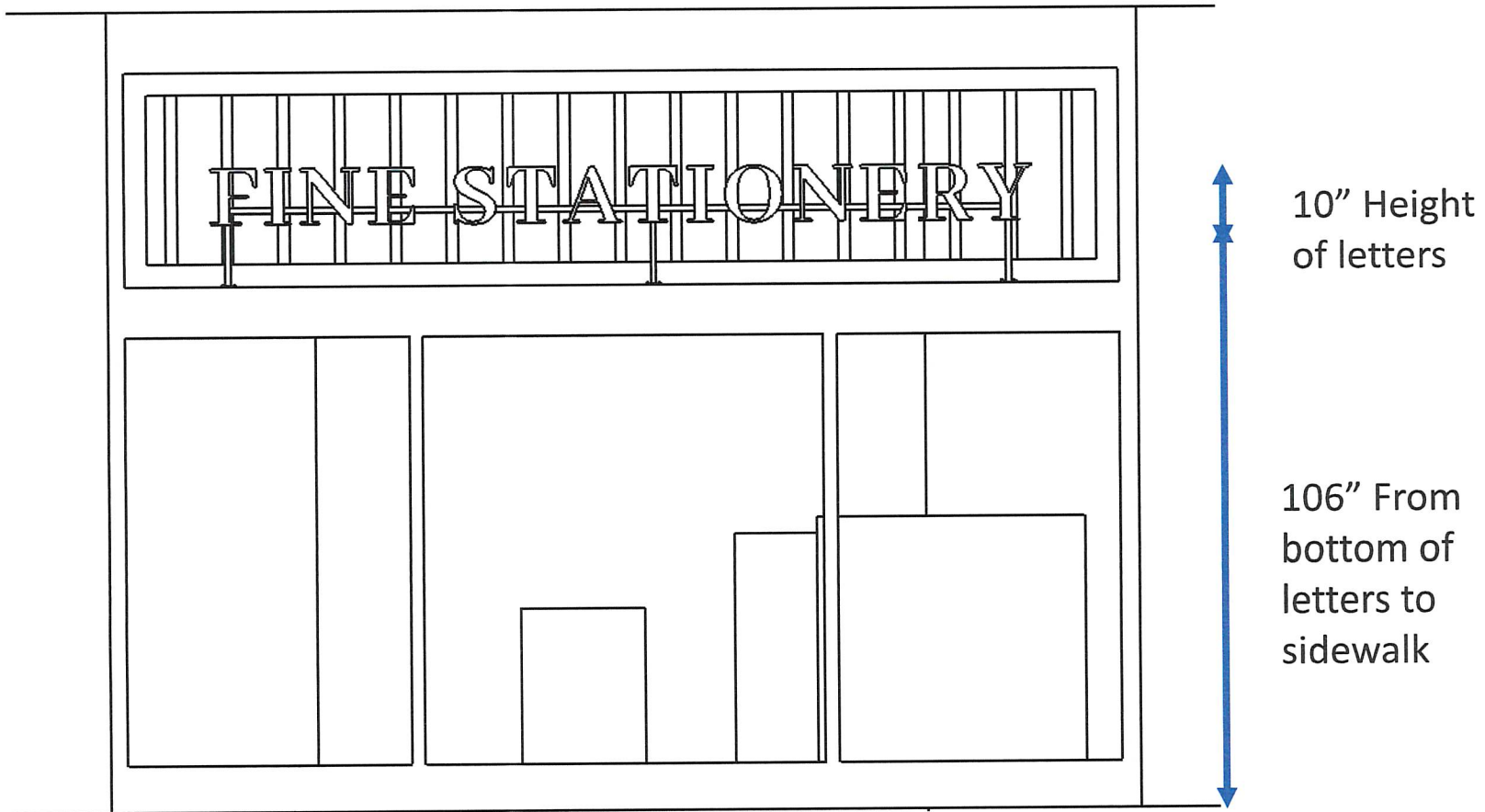
THOUSAND T

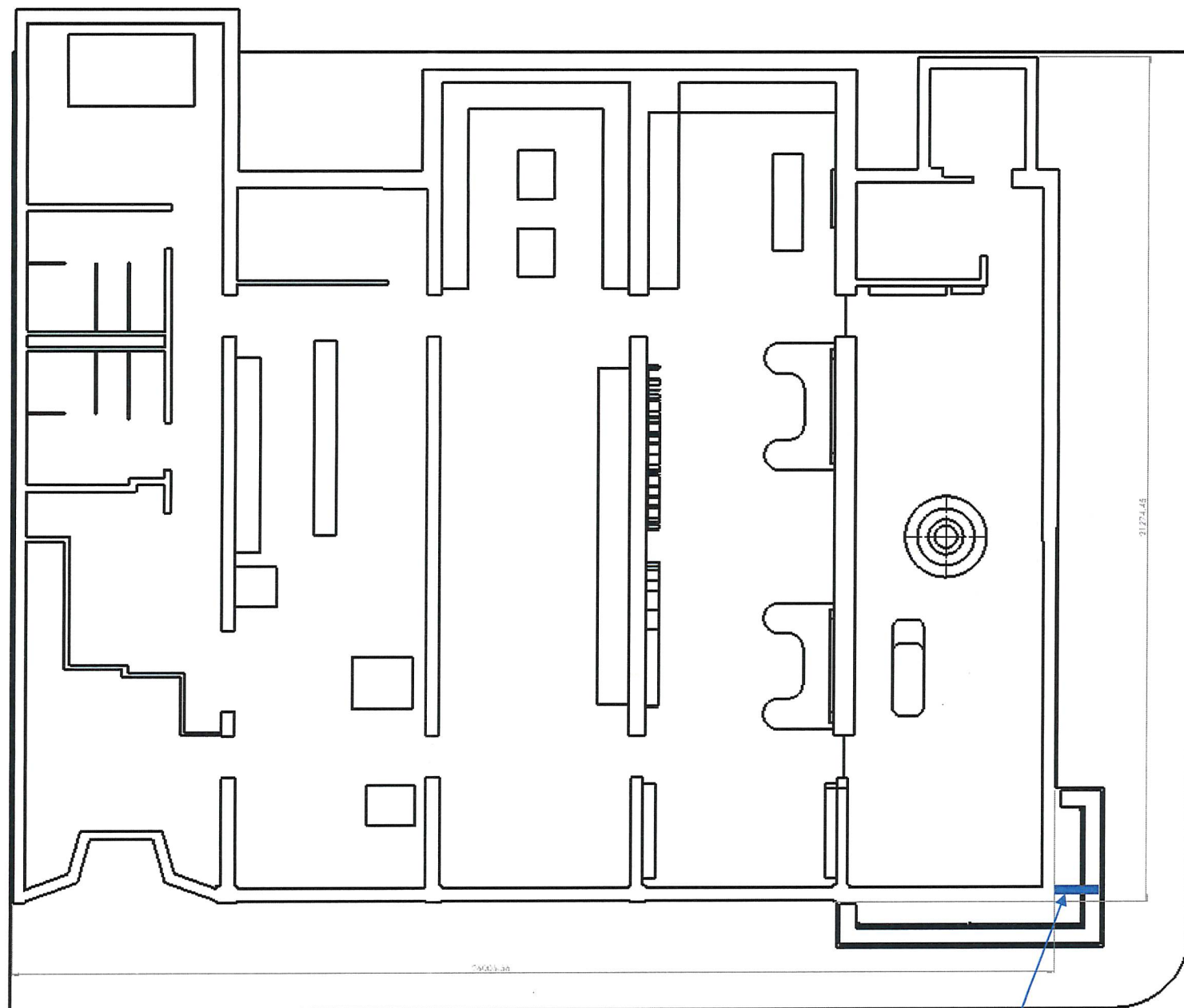
THE EVENING

No Street Encroachment

See cut away.







East Side
69ft 8inches

South Side 85ft 4inches

Blade Sign (under Awning).

135 E Martin St
Raleigh, NC 27601

Color Pallet

Gold Leaf



Single-Sided Non-Illuminated Frontage Sign

Quantity; 1

Color; Gold Leaf

Face; Urethane Sign Foam Gold Lettering

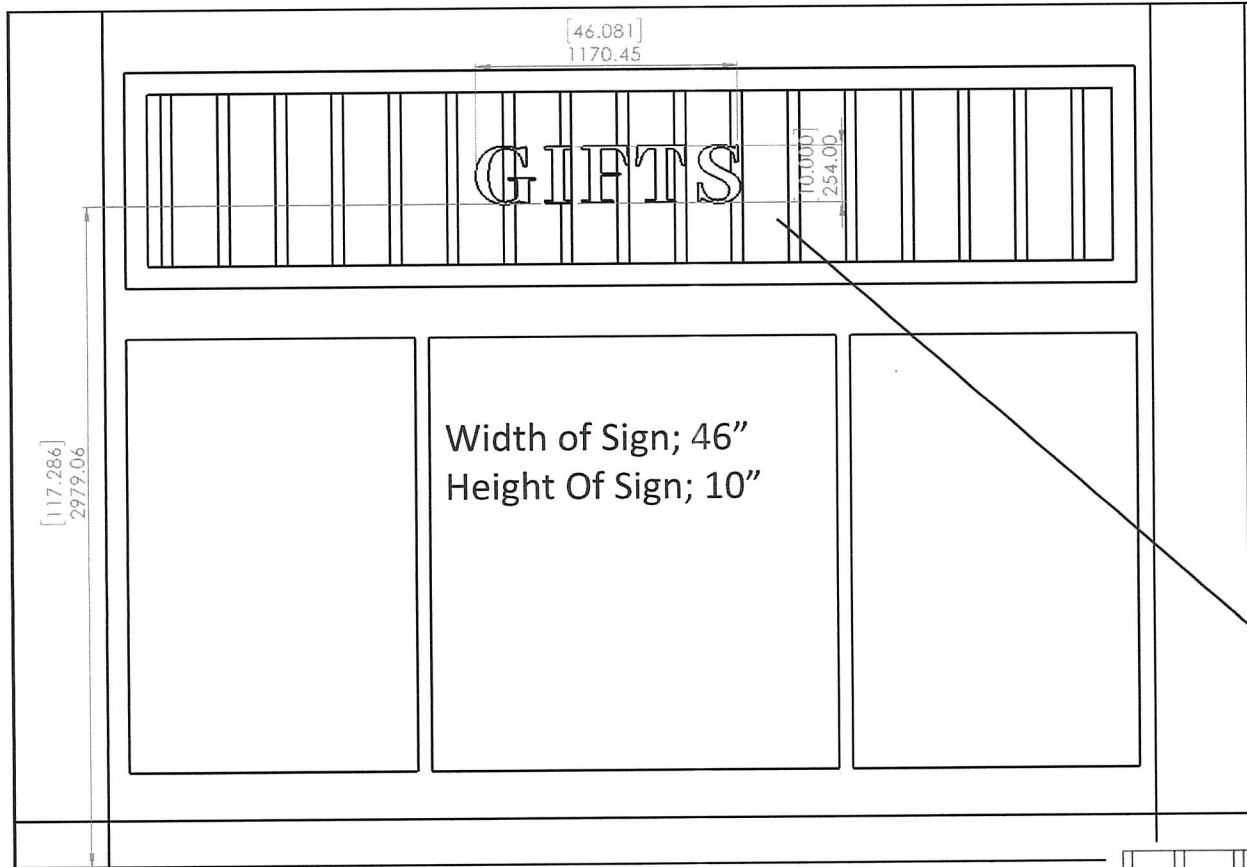
Urethane Color; As in Drawing

Mounting; Lettering Screwed to Metal Frame, Frame Lag

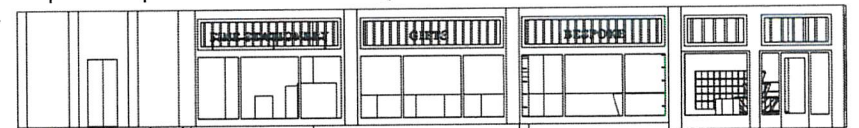
Bolted to fascia

Font; Abhaya Libre

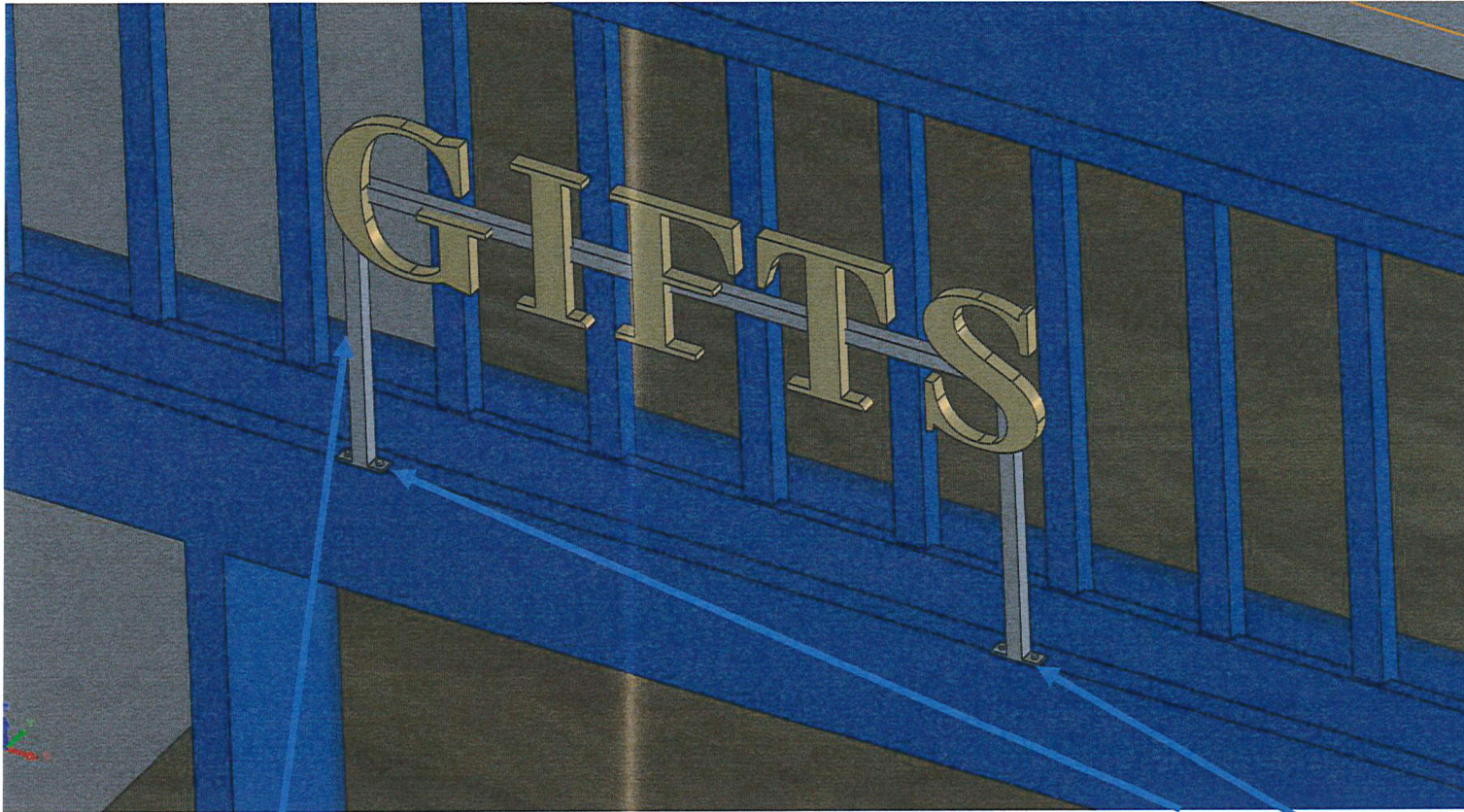
Sq. Ft. Signage: 3.2



Store Frontage



Authorized By Landlord _____ date _____



Letters are fastened to the metal bar and the bar is fastened to the wood trim using lag bolts.

Metal Bar

Lag Bolts

No Street Encroachment

See cut away.

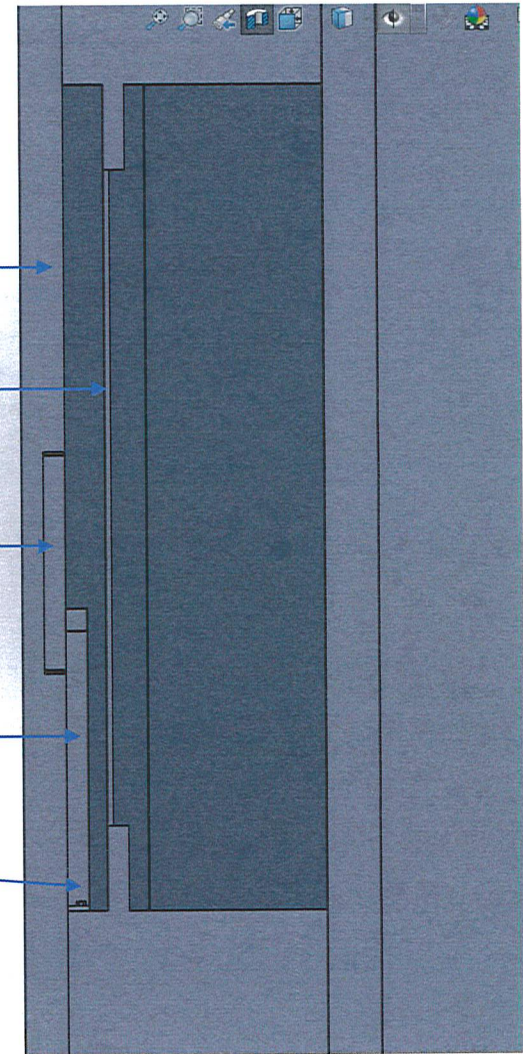
Brick Wall

Window

Lettering

Bar

Lag Bolts



DECREE
COMPANY

MR. & MRS. E.

the man

FACTORY

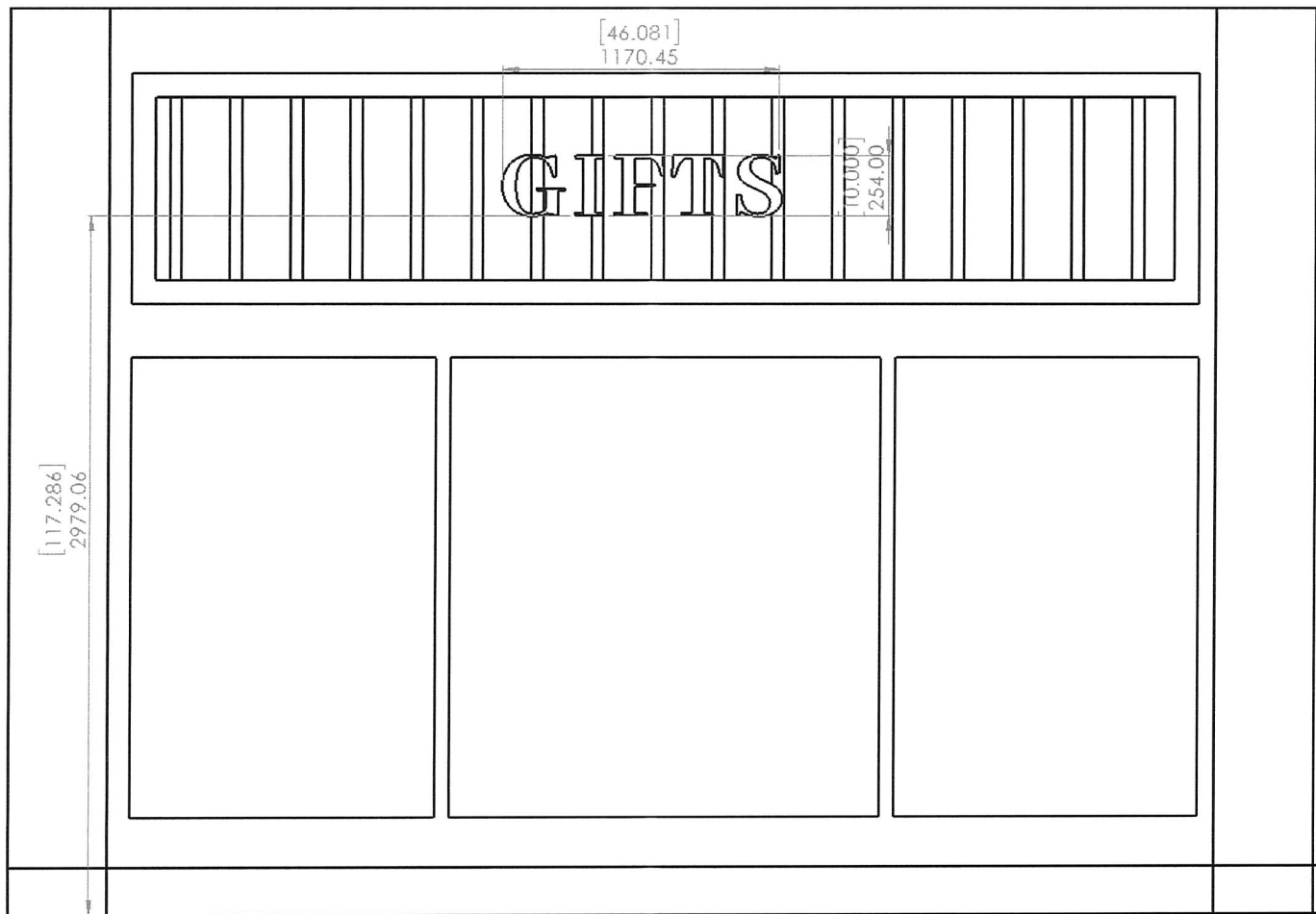
AND

BENJ

THOUSAND T

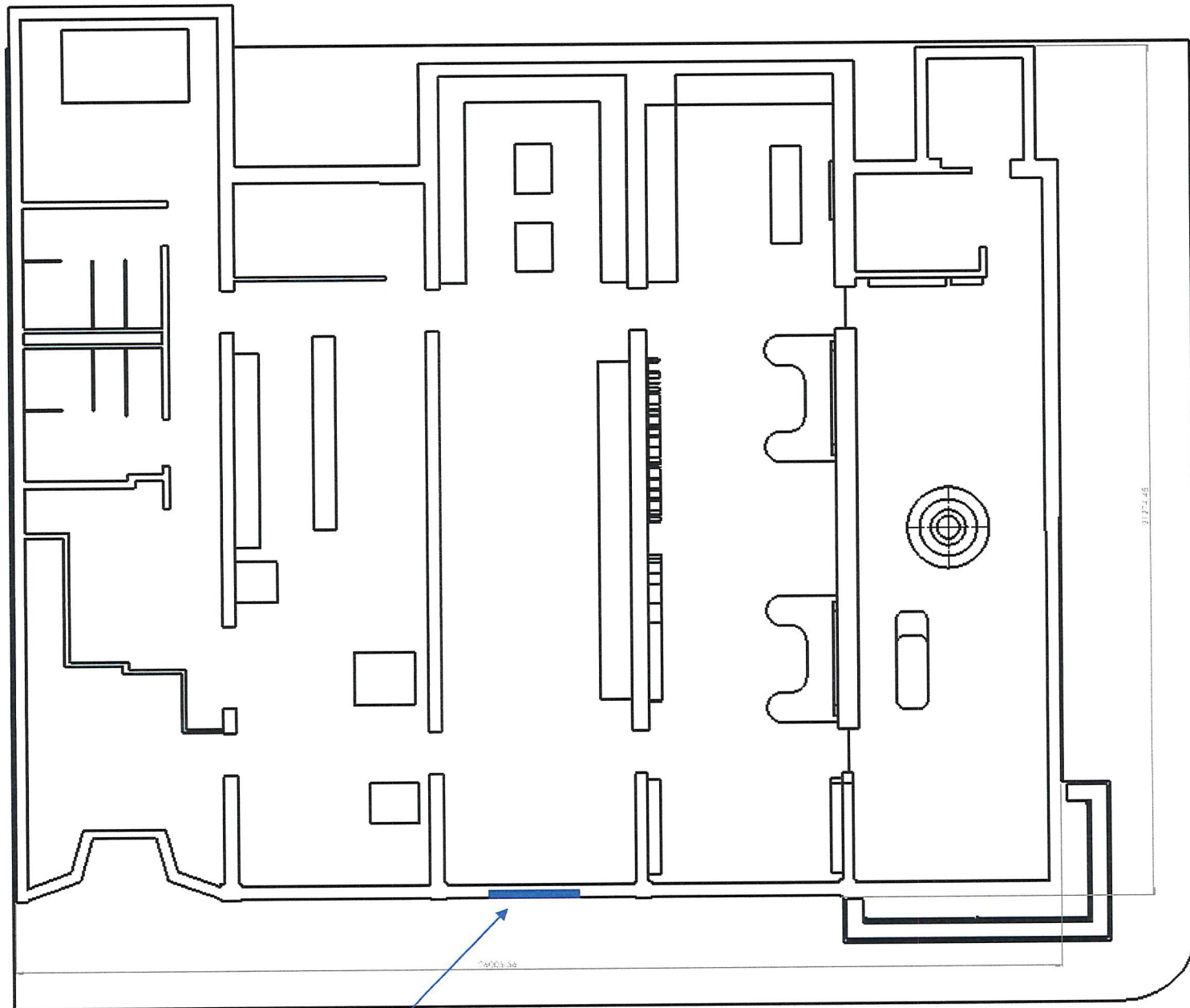
THE EVENING

1



10" Height
of letters

106" From
bottom of
letters to
sidewalk



East Side
69ft 8inches

Sign Above 3rd Bay Window

South Side 85ft 4inches

135 E Martin St
Raleigh, NC 27601

Color Pallet

Gold Leaf



Single-Sided Non-Illuminated Frontage Sign

Quantity; 1

Color; Gold Leaf

Face; Urethane Sign Foam Gold Lettering

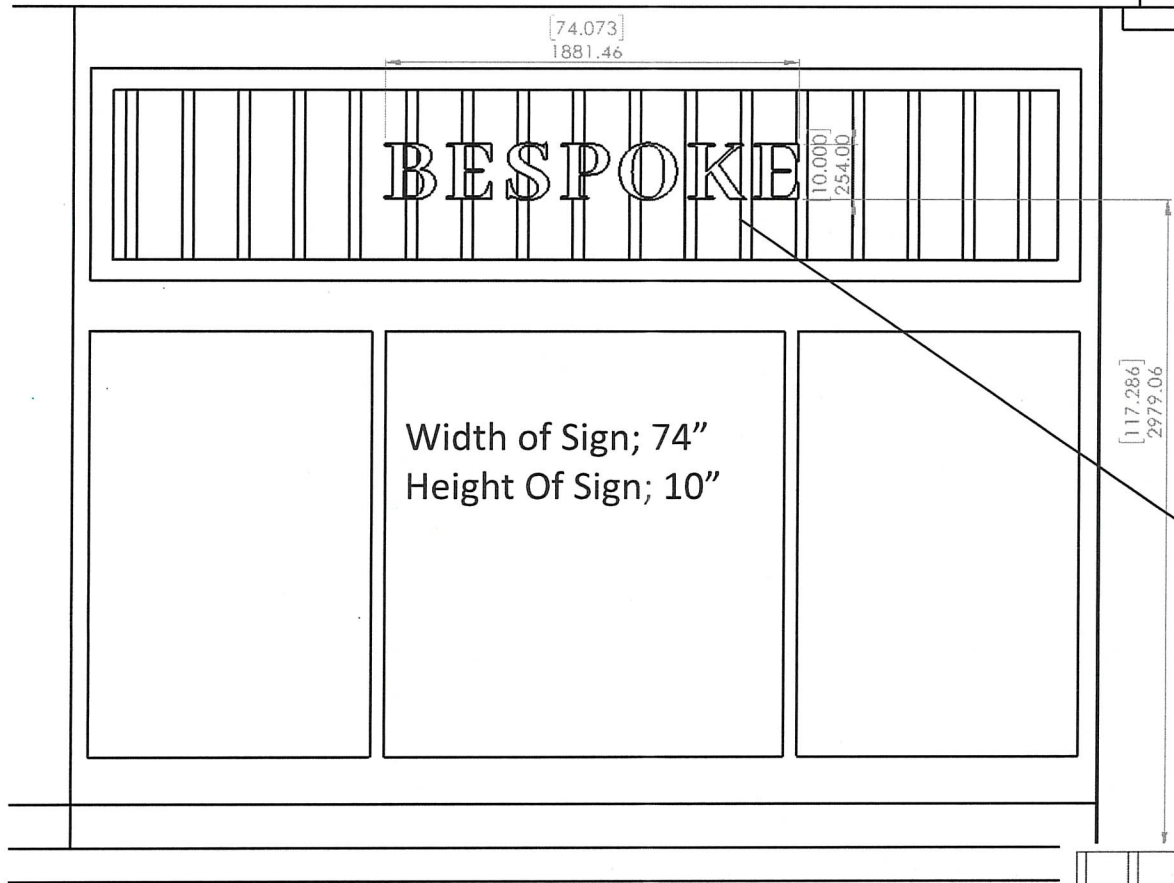
Urethane Color; As in Drawing

Mounting; Lettering Screwed to Metal Frame, Frame Lag

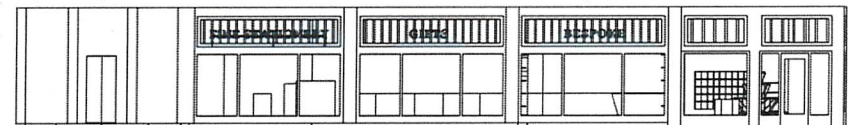
Bolted to fascia

Font; Abhaya Libre

Sq. Ft. Signage: 5



Store Frontage



Authorized By Landlord _____ date _____



Letters are fastened to the metal bar and the bar is fastened to the wood trim using lag bolts.

Metal Bar

Lag Bolts

No Street Encroachment

See cut away.

Brick Wall

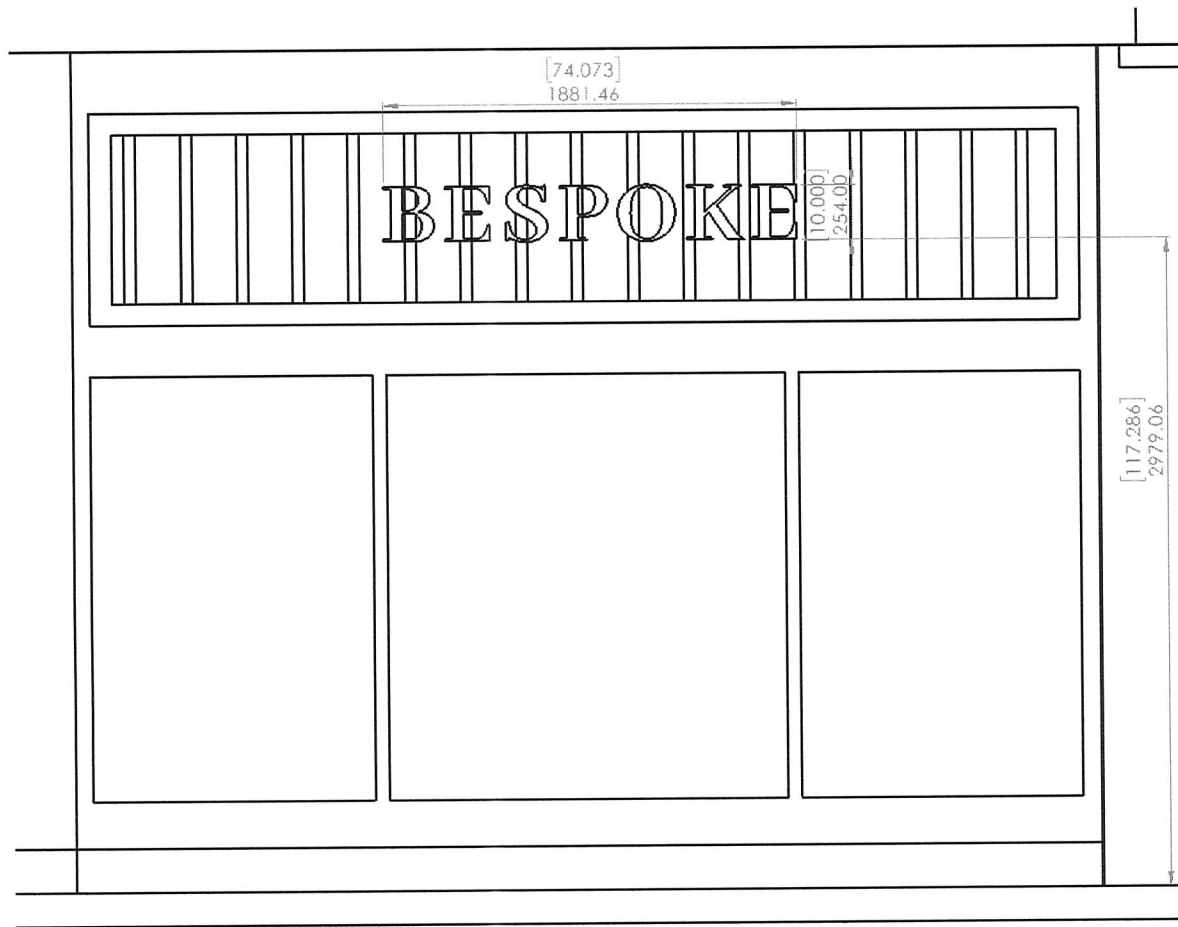
Window

Lettering

Bar

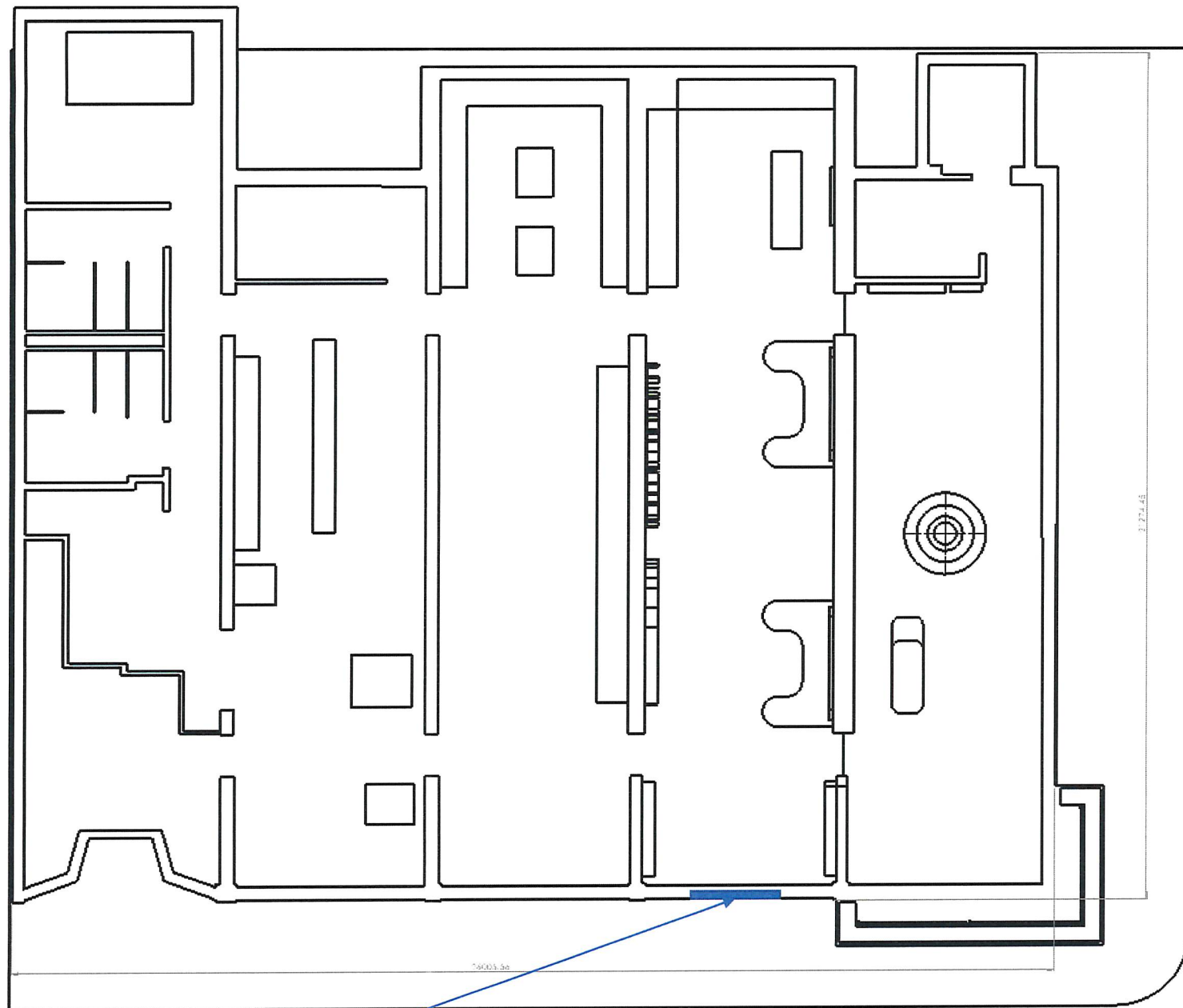
Lag Bolts





10" Height
of letters

106" From
bottom of
letters to
sidewalk



East Side
69ft 8inches

Sign Above 3rd Bay Window

South Side 85ft 4inches