

at least one hundred eighty (180) days prior to the expiration of the then existing term. All terms and conditions contained in this Agreement shall apply during such option periods. In the event Lessee does not exercise the foregoing options to renew this Agreement within the required time period, then each such extension (and any other remaining extensions) shall, upon expiration of the applicable period, become null and void and be of no further force or effect. All terms and conditions contained in this Agreement shall apply during such extension periods.

3. USE AND OCCUPANCY

A. Use and Occupancy.

(i) During the term of this Agreement, the Premises shall be continuously used and occupied only for the use as public parking facilities, for the use as Wayne County park land, and for no other purpose or purposes. "Parking facilities" shall include but are not limited to a parking lot, surface and subsurface water systems, utilities, vehicular and pedestrian traffic facilities, bike and recreational facilities, benches and bike racks, signs, parking blocks or barriers and safety plan items. Lessee shall construct Phase 1 as depicted in Exhibit B. Lessee or its assigns, at its sole option, can construct Phase 2 as depicted on Exhibit B at a later date, subject to Section 3.C herein.

(ii) If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business or other activity carried on in the Premises or if failure to procure such license or permit might or would, in any way, affect Lessor or the Premises, then Lessee, at Lessee's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Lessor. Lessee, at Lessee's expense, shall, at all times, comply with the requirements of each such license or permit. Lessor will cooperate with Lessee in obtaining any required governmental approvals/permits.

(iii) Lessee shall be prohibited from commencing construction or installation of improvements on the Premises prior to delivery of this Agreement fully executed, delivery of Plans and Specifications as approved by Lessor, and payment of required lease fee. Lessee shall also obtain any required County or City permits prior to commencement of construction or development.

B. Compliance with Laws.

(i) Lessee, at Lessee's expense, shall promptly comply with all required federal, state and local laws and ordinances and lawful orders and regulations, including the Wayne County Parks Site Amenities Standards attached hereto as Exhibit C, affecting the property hereby leased and the cleanliness, safety, occupancy, alteration and use of same.

(ii) Lessee shall refrain from storing, treating, discharging, releasing, generating, disposing of or depositing in, on or under the Premises any hazardous or toxic wastes, substances or materials (as defined or regulated by any Environmental Laws) or violating any Environmental Laws. Environmental Laws mean any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters, including by way of illustration only, the Clean Air Act, the Federal Water Pollution Control Act, the Resource, Conservation and Recovery Act, the Comprehensive Environmental, Response, Compensation and Liability Act, the Superfund Amendment and Re-authorization Act, the Federal Hazardous Materials

Transportation Act, the Toxic Substance Control Act, the State of Michigan Solid Waste Disposal Act, the Michigan Environmental Response Act and Act 201 Amendments and any amendments or extensions thereof, and any rules, regulations, standards or guidelines issued pursuant to any of the aforesaid and all other applicable environmental standards or requirements. Lessee shall indemnify, defend and hold Lessor, its successors and assigns, harmless against all claims, actions, damages, liability, cost and expense, including reasonable attorney fees, in connection with or resulting from any loss, damage, claims, costs, liability or cleanup costs arising out of Lessee's use, generation, storage or disposal of any such substances, materials or wastes upon the Premises.

(iii.) Lessee, at its sole cost and expense, shall be responsible for complying with all applicable provisions, if any, of Title III (hereinafter referred to as "Title III") of the Americans with Disabilities Act of 1990 (hereinafter referred to as the "ADA") relating to the physical condition of the Premises; Lessee's policies and the operation of its business in or from the Premises; and Lessee's employment and employment-related practices.

(iv.) Lessor shall have no responsibility whatsoever for compliance with the ADA within the Premises.

(v.) Lessee shall promptly and fully comply with all federal, state and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, religion, disability, sex or national origin or otherwise.

C. Phase 1 as depicted in **Exhibit B** must be completed within one year from the date on which construction begins, and Phase 2 as depicted in **Exhibit B** must be completed within two years from the date which Phase 1 is complete.

D. Lessee shall have the right to install, construct and/or maintain "parking facilities" which shall include soil and/or grading changes, tree and brush removal, utility relocation, surface and subsurface water systems, gravel and asphalt installation, striping, lighting, surveillance, and utilities installation; parking blocks, benches, bike racks and signs, and any other necessary items or systems. The Premises and parking facilities are generally depicted on **Exhibit B** which is attached to and incorporated into this lease.

4. RENT

Initially and during Phase 1, Lessee shall pay Lessor, as consideration for use of the Premises, rent of \$750.00 per year for the initial 10 year term; \$1,000 per year for the first renewal term; and \$1,250 per year for the second renewal term. Under each successive renewal term (10 years) the rent shall increase by \$250/year/term. If Lessee chooses to complete Phase 2 construction, then the rent shall be \$1,000.00/year for the first 10 years term after Phase 2 construction is complete, \$1,250.00/year for the first 10 year renewal term and \$1,500.00 for the second 10-year renewal term. Under each successive renewal term (10 years) the rent shall increase by \$500.00/year/term after completion of Phase 2 construction.

5. SUSPENSION OR REVOCATION

A. Lessor may temporarily suspend this Agreement for emergency conditions affecting

the public health, welfare or safety, during which Lessee shall have no obligation to pay rent.

B. For Lessor's convenience, upon 15 days written notice to the Lessee, the Lessor may temporarily suspend, or permanently revoke this Agreement, for any of the following:

(i) Planned or needed construction or improvements to the Premises as part of Lessor's Five-Year Capital Improvement Program ("CIP") for Roads and Bridges;

(ii) Maintenance or repair of existing improvements, to wit: asphalt pavement, guard rail, fencing, lighting;

(iii) Lessee fails to pay any fee(s) or property taxes due hereunder;

(iv) Lessee shall fail to perform or observe any other provision of this Agreement to be performed or observed by Lessee not specifically enumerated in this Section 5, and such failure continues uncured for a period of 15 days following written notice thereof from Lessor;

(v) Lessee abandons the Premises.

C. If this Agreement is suspended or revoked, the Lessor and Lessee shall have no further obligation to each other, except as follows: If Lessor revokes the Lease (or if the Premises or any part thereof is condemned), Lessee shall be entitled to reimbursement for the construction costs based upon a 10 year decreasing schedule. For example, if Lessor revokes the lease in year 1, Lessee shall be entitled to 100% reimbursement of construction costs. If Lessor revokes the lease in year 5, Lessee shall be entitled to 50% reimbursement of construction costs. If Lessor revokes the lease in year 10 or thereafter, Lessee shall be entitled to 0% reimbursement of construction costs. "Construction costs" shall be defined as an amount, the sum of which represents Lessee's costs in constructing Phase 1 and if completed Phase 2 costs combined with Phase 1 costs of the Plan herein. To arrive at this amount, Lessee shall present to Lessor a list of costs associated with the construction. This list shall be presented to Lessor by Lessee within 180 days after completion of construction of Phase 1 and/or Phase 2. Unless objected to in writing by Lessor, within 30 days of presentation, this amount shall be conclusively determined to be the construction costs used herein. If objected to by Lessor, the parties or their assigns shall privately come to an agreement as to construction costs (a total amount) within 30 days. If unsuccessful in coming to an agreement, this dispute shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Wayne County Michigan to determine construction costs, with the cost of such arbitration split equally between the parties.

6. TITLE TO PREMISES

The Premises shall remain the sole property of Lessor, and no estate or other property rights are created or vested (except the lease herein).

7. TAXES AND ASSESSMENTS

A. Lessee agrees to pay all real and personal property taxes and assessments levied against the Premises during the term of this Agreement. All taxes levied on personal property

owned or leased by the Lessee are the sole responsibility of the Lessee.

B. Lessee agrees to furnish the Lessor copies of proof of payment of all real property taxes and other taxes and assessments within thirty (30) days of payment of such taxes and assessments by Lessee.

C. Lessee shall ensure that there are no outstanding taxes due or on the Premises and shall ensure that such taxes shall not become a lien against the property.

8. UTILITIES/EASMENTS

A. During the term of this Lease and any extensions thereof, Lessor is under no obligation to provide any utilities to the Premises for the benefit of Lessee. Any lighting or other utilities which may be available at the Premises during the term of this Agreement are provided for Lessor's and/or public highway and transportation purposes, and any benefit to Lessee is strictly incidental. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Agreement or an eviction of Lessee, nor shall the Fee abate to any extent whatsoever as a result thereof.

B. Lessor reserves the right to review, approve or reject any planned installation of utilities, refuse disposal, sewer service and other utilities prior to development and modification to the Premises.

C. The Lessee's rights and privileges under this agreement are subject to all existing utility and other easements on the Premises, if any.

D. The Lessor reserves the right to cross said Premises for any future easements or throughways needed in support of public projects.

9. ASSIGNMENT AND SUBAGREEMENT

It is the intent of Lessee to develop Parcel 1 and Parcel 2, and then sell or lease Parcel 1 and assign the lease herein to Parcel 2 to an eventual Parcel 1 user/owner. Lessee shall not at any time assign or in any manner transfer, assign or sublet rights under this Agreement, or any parts hereof, or interest herein without prior written consent of the Lessor. The Lessor shall not unreasonably withhold its approval of proposed assignments or sub-agreements. Once this lease has been assigned, the original Lessee shall have no further obligations or liability under this lease.

10. MAINTENANCE OF PREMISES

A. Lessee shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the State and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental

agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. At the time of the expiration of this Agreement, Lessee shall surrender the Premises in good condition, reasonable wear and tear excepted. Any damage or injury sustained by any person because of defective or hazardous conditions of the lot, or due to mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Lessee, shall be paid for by Lessee and Lessee shall indemnify and hold harmless Lessor from and against all claims, actions, damages and liability in connection therewith, including, but not limited to, attorneys' and other professional fees, and any other costs which Lessor might reasonably incur.

B. Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or material men's lien within ten (10) days after written request therefor by Lessor.

C. Any required maintenance services which Lessee fails to perform may be performed by Lessor, and costs therefore will be charged to Lessee.

11. INSURANCE AND INDEMNIFICATION

A. Insurance

Lessee and/or any contractors/subcontractors, as indicated below, shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

B. Lessee

Lessee shall maintain at least the following minimum coverage:

(i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation:** as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(iv) **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains higher limits than the minimums shown above, the Lessor requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds

in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

C. *Additional Insured Status*

The Lessor, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at (least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

D. *Primary Coverage*

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

E. *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lessor.

F. *Waiver of Subrogation*

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

G. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. The Lessor may require the Lessee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

H. *Acceptability of Insurers*

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

I. *Claims-made Policies*

If any of the required policies provide coverage on a claims-made basis:

- (i) The Retroactive Date must be shown and must be before the date of the Agreement.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Lessee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement.

J. Verification of Coverage

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Lessor before the lease commences and before construction/installation, as applicable. However, failure to obtain the required documents prior to the lease commencing or work beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

K. Contractors and Subcontractors

Lessee shall ensure that the Lessor is an additional insured on insurance required from such contractors and/or subcontractors. Lessee shall require and verify that all contractors and/or subcontractors performing work on the Premises maintain insurance satisfying all the stated requirements, except as to Sections 11.A and 11.B above, which shall be replaced with the following requirements:

(i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(iv) **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

(v) **Surety Bonds** The contractor/subcontractor shall provide the following Surety Bonds: 1) performance bond; 2) payment bond; and 3) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the applicable contract price. If the performance bond provides for a one year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

(vi) **Professional Liability (if Design/Build)**, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

(vii) **Contractors' Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions** (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

L. ***Special Risks or Circumstances***

Lessor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. ***Indemnification***

Lessee shall assume all risks of operation and hereby expressly agrees to indemnify save harmless and defend Lessor, its agents, officers and employees, the County of Wayne, Department of Public Services against any and all claims, suits, and judgments to which the County of Wayne, the Wayne County Department of Public Services, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of Lessor, arising out of any and all operations or activities permitted under this lease, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, customers, Lessees, visitors or any other person entering the Premises under express or implied invitation of Lessee or in connection with Lessee's work or activities not authorized by this lease, or resulting from failure to comply with the terms of this lease, or arising out of the continued existence of the activity which is the subject of this lease.

12. SECURITY

Lessee agrees that it is the responsibility of Lessee and its agents, and not the responsibility of Lessor to safeguard any vehicles or materials on the Premises during the term of this Agreement. Lessee agrees to hold the Lessor harmless for any loss, damage or destruction of such property or materials. Lessee agrees that at all times during the performance of activities pursuant to this Agreement it is not the responsibility of the Lessor to secure the premises including vehicles parked thereon from vandalism or to otherwise adopt or implement safety measures or procedures. Lessee further agrees it will arrange for towing of any vehicles which are abandoned on the Premises. Lessee shall have authority under this lease to create and enforce a security plan for the Premises (which could include, but does not have to include surveillance), subject to prior written approval by the Lessor, and the authority to remove vehicles, garbage, snow or other impediments on the Premises.

13. ACCESS/SIGNAGE

A. The Premises shall be open to the public on a first-come, first-serve basis. Lessee shall, at its expense, erect any signs which Lessor deems necessary to identify the Premises or to safely direct traffic. Lessee shall erect no signs of any kind without express prior approval of Lessor. Lessee shall have the right to erect a sign or signs on the Premises advertising Lessee's business – subject to Lessor's prior approval.

B. Lessor shall have the right to enter upon the Premises at all reasonable hours, and taking reasonable care not to disrupt Lessee's business, for the purpose of inspecting the same. If Lessor deems any repairs necessary, Lessor may demand that Lessee make the same and if Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, Lessor may make or cause to be made such repairs and shall not be responsible to Lessee

for any loss or damage that may accrue to Lessee's business by reason thereof and if Lessor makes or causes to be made such repairs, Lessee agrees that it will forthwith on demand pay to the Lessor as additional lease fees the cost thereof.

14. LESSEE'S IMPROVEMENTS TO THE PREMISES

A. Lessee acknowledges that it has examined the Premises prior to the making of this Agreement, and knows the condition thereof, and that no representations as to the condition or state thereof have been made by Lessor or its agent which are not herein expressed, and Lessee hereby accepts the Premises in its present condition "as is" at the date of the execution of this Agreement. Lessee has the right to obtain a baseline environmental report on the Premises, which can be used to prove Lessee's compliance with the laws (Section 3). Lessee further agrees upon termination of this Agreement, any improvements made by Lessee to the premises shall become the sole property of the Lessor.

B. Lessee shall submit for approval by Lessor any planned improvements to the Premises. All improvements are subject to federal, state, and local regulatory agency requirements and approvals. Lessor reserves the right to review, approve, reject, or amend any and all improvement to and on the Premises.

C. Lessee shall be solely responsible for any and all costs incurred or to be incurred and associated with the improvements of the permitted use on the Premises.

15. NOTICES

A. All notices, consents, approvals, requests and other communications ("Notices") given under this Agreement must be signed by an authorized representative of the sending party and mailed by first-class mail, except that termination notices, change of address notices and other notices of a legal nature must be sent by registered or certified mail, postage prepaid, return receipt requested.

If to Lessor: Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

With a copy to: Director of Administration
WCDPS
400 Monroe, 3rd Floor
Detroit, MI 48226

If to Lessee: Warren/Merriman LLC
23511 Ford Road
Dearborn MI 48128

B. All notices are deemed given on the day of mailing. Either party may change its address for the receipt of notices by giving notice to the other as provided.

16. MISCELLANEOUS PROVISIONS

A. Enforceability. If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which would be legal, valid and enforceable.

B. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the Premises. All prior agreements between the parties relating to the Premises, whether written or oral, are merged herein and shall be of no force or effect, except as otherwise specifically stated in this Agreement. This Agreement cannot be changed or modified orally but only by an agreement in writing, signed by the party against whom enforcement of the change or modification is sought.

C. Binding Effect. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, representatives, successors and permitted assigns.

D. Consents. Wherever Lessor's consent or approval is required pursuant to the terms of this Agreement, Lessor may grant or withhold the same in Lessor's reasonable discretion, except as otherwise expressly provided herein. Any consent or approval required hereunder shall not be unreasonably withheld, conditioned or delayed.

E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

F. No Lien Provision. Lessee has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the Premises, and no person shall ever be entitled to any lien directly or indirectly derived through or under Lessee or its agents or servants on account of any act or omission of the Lessee, against Lessor's interest therein.

G. Notice by Lessee of Fire or Accident. Lessee shall give immediate written notice to Lessor in case of fire, casualty or accident on the Premises.

H. Lessee's Expense. All things to be done or furnished by Lessee under the provisions of this Agreement, shall be done and furnished at Lessee's sole cost and expense, unless specifically otherwise provided in this Agreement.

I. Right of First Refusal. Lessor agrees that if at any time during the term of this Lease it proposes to sell the fee of all or any part of the Premises, it shall give Lessee the opportunity to purchase such fee for the same purchase price and on the same terms and conditions as Lessor proposes to sell said fee to any third party. Lessor agrees to submit a true copy of any proposed bona fide offer for the sale of said fee to Lessee, together with a notice to the effect that Lessor intends to enter into such contract with a third party for a sale of said fee. Lessee shall have the right, exercisable by it within ten (10) business days after the receipt of such notice and contract, to provide notice of the acceptance of such contract purchase terms to Lessor. If Lessee does not give

notice of acceptance within said ten (10) business day period as aforesaid, Lessor may then accept the third party offer and sell, convey exchange or otherwise transfer the Premises or part thereof on the terms set forth in the offer.

J. Default. Any of the following occurrences, conditions or acts shall be deemed a default under this lease: (a) if Lessee or its assigns fails to pay the rent due under this lease within 10 business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform in any material respect any obligations under this lease and does not cure such failure with 30 days from its receipt of written notice of breach; or if the breach by its nature cannot be cured within the 30 day period, the defaulting party shall not be in default if it commences curing within the 30 day period and thereafter continuously and diligently pursues the cure to completion.

K. Termination. This lease may be terminated by Lessee without any penalty or further liability on 30 days prior notice to Lessor as follows: (i) if Lessee is unable to obtain in a timely manner any governmental approval necessary for the installation or operation of the parking facilities on the Premises, or any other governmental approval is canceled, expires, lapses, or is otherwise withdrawn or terminated.

L. This lease shall run with the land (Premises), and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date first above written.

Witness:

CHARTER COUNTY OF WAYNE

By: _____
Warren C. Evans
Its: Chief Executive Officer

Russell Kelly
Matthew J. Atkin

WARREN/MERRIMAN LLC
By: _____
Paul Lublenski
Its:

APPROVED AS TO FORM:
By: /s/ Raynard D. Jones
DEPT. OF CORPORATION COUNSEL
320331v.10B (11/22/2019)



Applicant Name: Warren/Merriman LLC
 Policy Number: CPP 6430891
 Term: 11/13/2019 to 11/13/2020
 Agency: 0210217 - Kleinschmidt Agency, Inc.

Issuing Company: Frankenmuth Mutual Insurance Company

Policyholder Disclosure
Notice of Terrorism Insurance
Coverage (Commercial Liability
Umbrella Coverage Part)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES A PERCENTAGE OF COVERED TERRORISM LOSSES WHICH MAY EXCEED THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ waived.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

LEASE AND USE AGREEMENT

THIS LEASE AND USE AGREEMENT ("Agreement"), is made this _____ day of _____ by and between the County of Wayne, Michigan, a body corporate and charter county, acting through its Department of Public Services, Parks Division, hereinafter designated as "Lessor", and Warren/Merriman LLC, a Limited Liability Company, whose address is 23511 Ford Road, Dearborn MI 48128, hereinafter designated as "Lessee".

RECITALS

A. The Lessor owns/has legal jurisdiction and control over certain property in Westland Michigan which can be described as: "Parcel 2" or "the Premises" as depicted on **Exhibit A** attached hereto (the "Survey and Legal Descriptions"). Lessee controls the real estate adjacent to and west of Parcel 2, known as Parcel 1 on **Exhibit A**, which is part hereof.

B. Lessee plans to develop and operate a business or businesses on Parcel 1 in Westland, Michigan, adjacent to the Premises. Both Parcel 1 and Parcel 2's legal descriptions are found in **Exhibit A**, which is part hereof.

C. Lessee wishes to enter upon, occupy, develop and use the Premises as a parking lot with certain park facilities, as described in **Exhibit B** (the "Plans and Specifications"), which is part hereof.

D. The Lessor is willing to grant Lessee a lease to enter upon, occupy, develop and use the Premises for a parking lot with certain park facilities, as described in **Exhibit B**, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the Recitals, and for other good and valuable consideration, the parties agree as follows:

1. GRANT OF LEASE

Lessor, in consideration of the covenants and agreements to be performed by Lessee, does hereby grant the following right, lease and privilege for use of the Premises as a public parking lot with certain park facilities, as described in **Exhibit B**, on a site which comprises a portion of the Lessor's property located in the City of Westland, Michigan, the legal description of which is identified on **Exhibit A**, attached hereto and made part hereof.

2. TERM

A. For the term of ten (10) years, commencing upon approval by the Wayne County Commission.

B. Lessee shall have the option to extend the lease hereof for additional periods of ten (10) years each in perpetuity, with each extension subject to Lessor's approval and approval by the Wayne County Commission. Such extensions shall be exercised, if at all, by written notice to Lessor