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## LAND LEASE AGREEMENT

This agreement dated the First Day of August 2022 between ALPENA COUNTY, a local unit of government c/o 1617 Airport Road, Alpena Michigan 49707, LESSOR, and LESSEES:

**KEVIN LAWRENCE 4935  
East Grand Lake Road  
Presque Isle IM 49777**

### WITNESSETH:

In consideration of the covenants and conditions contained herein, LESSOR leases to the LESSEES the premises herein described on the terms contained herein.

#### 1. TERM:

This agreement will commence on the FIRST day of AUGUST 2022 and continue for TWENTYFIVE (25) YEARS thereafter unless terminated earlier in accordance with the provisions herein contained. Further, this lease may be renewed for an additional TWENTY FIVE (25) YEARS by the mutual consent of both parties. LESSEES must give written notice of their intention to renew not later than ONE (1) YEAR prior to the expiration of the initial term.

#### 2. PREMISES:

The LESSOR leases to the LESSEE and LESSEE takes from the LESSOR for its use as defined herein those certain premises at the Airport consisting of approximately One thousand four hundred twenty-eight (1,428) square feet of land, as described on ATTACHMENT A.

Additionally, LESSEES shall have the right of reasonable access over and across the airport grounds to the premises, from the premises to the runways, fueling station, and other airport facilities, and the use of the runways themselves.

### **3. RENT:**

LESSEE shall pay as rent the sum of \$214.20 monthly, or \$2,570.40 annually per year, 60 days in advance of 31 July each year, without the necessity of the LESSOR submitting a statement therefor.

There shall be a LATE CHARGE of 10 PERCENT (10%) for rent not paid on time, and LESSOR may accelerate up to TWO (2) YEARS rent in the event the LESSEE is NINETY (90) DAYS DELINQUENT. The rent payable under this lease will be increased at the annual rate of THREE PERCENT (3%) per year, increasing on the FIRST DAY of OCTOBER for the duration of the lease.

### **4. BUILDING:**

LESSEES will erect a hangar at their own expense within ONE (1) YEAR from the effective date of this lease, in conformance with plans heretofore submitted to the airport manager. Prior to the start of construction, the LESSEES shall demonstrate the financial ability to complete same and secure any necessary building permits. LESSEES will comply with all federal, state, and local laws and regulations concerning the same, including those promulgated by the Federal Aviation Administration.

For all leases maintenance of the hangar is the responsibility of the LESSEES to include roofs, doors, or any other structural and minor maintenance. LESSEES will maintain the hangar in a structurally sound and aesthetically pleasing finished appearance. LESSEES shall also maintain the premises in a clean and orderly condition. At no time will any equipment or vehicles not related to aviation, be stored in or around the hangar (FAA Order 5190.6B and Advisory Circular 150/5070-6B).

For hangars being leased from the County of Alpena Lessee agrees to surrender the premises at the end of the term in as good order as they are now, reasonable wear and tear and the act of God alone accepted.

LESSEES are responsible for the collection and disposal of all trash occasioned by their use. LESSEE(S) will provide adequate control of rodents, insects, and other pests in its Leased Premises. In the event the LESSOR determines that LESSEE(S) rodent, insect, and pest control program is not acceptable or sufficient, LESSOR may, after 15-day notice, seek to control rodents, insects, and other pests by other means, with the LESSEE fully reimbursing the LESSOR for the associated expense.

In the event the LESSEE fails to keep and maintain the premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and sightly condition for a period of thirty (30) days after written notice from LESSOR to do so, LESSOR, upon expiration of such thirty (30) day period, may, but shall not be obligated to, enter the premises involved and perform the obligation of LESSEE charging LESSEE the reasonable cost and expense thereof, and LESSEE agrees to pay LESSOR such charge in addition to any other amounts payable by LESSEE; provided, however,

that if the LESSEE's failure to perform any such obligation adversely affects or endangers health and safety of the public or of employees of LESSOR, and if LESSOR so states in its notice to LESSEE, LESSOR may, but shall not be obligated to, perform such obligation of the LESSEE at any time after giving of such notice and without awaiting the expiration of the thirty (30) day period, and charge to LESSEE, and LESSEE shall pay, the reasonable cost and expense of such performance.

It is further agreed that if the LESSOR shall perform any of the LESSEE's obligations in accordance with the provisions of this Section, LESSOR shall not be liable to LESSEE for any loss of revenue to LESSEE resulting from such performance.

FUEL or CHEMICAL spills will be reported to the Airport Manager at once. Cost of the cleanup of any spills is solely the responsibility of the LESSEE and will be conducted immediately. Spills will be reported to the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Inspector for cleanup supervision.

USE of the hangar will be solely for the storage of AVIATION EQUIPMENT owned or leased by the LESSEES only. No vehicles, and no fuel or other flammables, other than the fuel in the tanks of aircraft, shall be stored on the premises. In the event LESSEES shall be issued a certificate allowing the use of automobile fuel in their aircraft, they may fuel the aircraft at the hangar, according to airport rules and regulations, from outside sources provided the fuel is not available from a FIXED BASE OPERATOR. The hangar shall NOT be used as a base for commercial operations including aircraft rental, charter, leasing, flight instruction, or aerial survey or photography.

LESSEES will provide a 20-pound dry chemical fire extinguisher on the premises for types A, B, and C fires. The extinguisher shall have a current and valid inspection tag on it at all times.

#### **5. TAXIWAYS:**

LESSOR will clear a temporary taxiway from the premises to the runway, but will have no responsibility to surface the same unless and until it receives a satisfactory FAA grant to do so. LESSOR will remove snow from taxiways in accordance with airport Snow and Ice Removal Plan.

#### **6. INSURANCE:**

The aircraft and related equipment shall be stored solely at the LESSEES risk. LESSOR does not provide security or surveillance of the premises. LESSEES shall be responsible for all personal injury or property damage occasioned by their negligence or misconduct and LESSEE further covenants and agrees that he/she will not hold the County of Alpena or any of its agents, employees, representatives or underwriters responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, T hangars, offices, aprons, field, or any other location at the airport;

and LESSEE agrees that the plane(s), and its contents are to be stored whether on the field or in the hangar at LESSEE'S risk.

LESSEE agrees to indemnify, defend, and save Airport, its agents, officers, Representatives, employees, and underwriters harmless from and against any and all liability or loss resulting from claims or court actions arising directly or indirectly out of the acts of the LESSEE, their (its) agents, servants, guests, or business visitors under this agreement or by reason of any act or omission of such person.

LESSEE agrees to accept Airport employees as their (its) agent(s) and to absolve the County of Alpena from any liability whatsoever arising while their (its) plane is in the hands of said employees.

LESSEE shall further maintain insurance for personal liability and property damage in the amount of not less than Five Hundred Thousand and no/100 (\$500,000.00) with a Company authorized to do business in the State of Michigan and to show proof of such insurance to the County of Alpena upon signing of this lease, and annually to the Airport Manager.

#### **7. COMPLIANCE WITH RULES:**

LESSEES shall conduct no unlawful activities upon the premises, and shall abide by all laws, ordinances, rules and regulations promulgated by any governmental authority, including rules and regulations promulgated by the Airport Authorities.

The Airport Manager shall have the right and authority to take all steps necessary to enforce the above provisions.

#### **8. VEHICLES:**

LESSEES shall be allowed to park by the entrance door of their hangar under the following conditions:

- a. Vehicle will not be an obstruction to taxiing aircraft or aircraft maintenance
- b. Vehicle will not present a hazard or jeopardize the safety of any person
- c. Vehicle will not hamper or obstruct mowing, snow removal, nor any other airport operations

Should the Airport Manager receive written complaints demonstrating violations of the above conditions the Airport Manager will have the right to designate a parking area to the LESSEE.

Seasonal or long term (7 days or more) storage of vehicles is prohibited.

#### **9. UTILITIES:**

LESSEES shall be responsible for the installation, maintenance, and cost of any utilities. Installation of any utility must be approved by the Alpena County Board of Commissioners and coordinated with the Airport Manager.

**10. TAXES:**

LESSEES shall be responsible for all real and personal property taxes levied against the land, building, or its contents.

**11. ASSIGNMENT:**

LESSEES shall not assign this lease, nor sublet the premises, without the written consent of the Airport Manager after approval by the Airport Committee. Should it be discovered a LESSEE has, contrary to this agreement, allowed an unauthorized person(s) use of the premises the following actions will be taken:

- a) The unauthorized party will be immediately removed
- b) The Airport Manager will request the Alpena County Sheriff's Office to conduct an investigation to determine the amount of time the unauthorized person(s) was using the premises
- c) A penalty will be assessed to the responsible LESSEE of \$500.00
- d) The matter will be presented to the Board of Commissioners, or similar authority, to determine if the responsible LESSEE will have their lease terminated.

LESSOR may assign this lease in the event the airport facilities are transferred to another.

**12. TERMINATION:**

In the event the LESSEES shall default in their obligations hereunder, LESSOR may terminate this lease upon THIRTY (30) DAYS written notice to LESSEES specifying the cause for termination. In the event the cause for default is not cured within said 30 DAY period, this lease shall terminate and LESSEES shall have FOURTEEN (14) DAYS thereafter in which to vacate the premises.

In the event of termination under the above paragraph, or any other provisions of this lease, LESSOR may remove and put out LESSEES without liability for aircraft or other equipment removed.

Should the land or structure being leased be required by the County of Alpena for economic or any other development, the LESSEE will be notified by the Airport Manager as soon as possible. In the event a hangar would require relocation the County of Alpena will be responsible for all costs associated with said relocation. Should it be necessary to purchase a hangar the structure will be assessed for its fair market value.

**13. ACCESS:**

LESSOR shall have the right to inspect the premises with LESSEES presence to insure that the terms of this lease are being adhered to provided that in the event of fire or other emergency, the Airport Manager, his designee, or emergency personnel shall have the right to enter upon the premises without the LESSEES presence and remove the LESSEES aircraft and equipment, provided that this provision shall not create any liability on the LESSORS part to do so.

**14. REMOVAL:**

In the event this lease is terminated, LESSEES shall have the right, and upon LESSOR'S demand, the obligation to remove the hangar and any foundation or slab upon which it sits and to restore the premises to its original condition by leveling and reseeded ground cover. In the event any structure is left with the LESSOR'S permission, it shall become the property of the LESSOR.

**15. PARTIES:**

Notwithstanding the designation of the individuals constituting the LESSEES in the opening recitations, this lease shall be binding upon all those individuals who actually sign this lease whether all do or not, and those individuals shall be jointly and severally liable hereunder.

**16. NOTICES:**

All notices shall be given to the parties at their addresses provided above, or such other address furnished to the other from time to time in writing. Additionally, LESSEE NOTICES will be distributed by the Airport Manager via email to any provided email address.

**17. PRONOUNS:**

Masculine, feminine, and neuter pronouns shall each include all genders, and the singular shall include the plural, and vice versa, where the facts or context so admit.

**18. LAW:**

This Agreement shall be construed according to the law of the State of Michigan, and shall be binding upon the parties, their respective heirs, assigns, successors, and legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first written above.



## ATTACHMENT A

The description which is the subject of this Lease is as follows: 1,428 Square Feet (hangar dimensions of 40 feet x 32 feet, with a 2-foot perimeter surrounding the East, South, and West walls) as depicted below:

