



LEASE

State Lease #10739-2024

between

COUNTY OF ALPENA, as Lessor

and

THE STATE OF MICHIGAN, as Lessee

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LEASE

State Lease #10739-2024

between

**THE COUNTY OF ALPENA, as Lessor
A Governmental Unit**

and

THE STATE OF MICHIGAN, as Lessee

THIS LEASE is entered into by **The County of Alpena**, as Lessor, whose address is **720 Chisolm Street, Alpena, Michigan 49707**, and the State of Michigan by the Department of Technology, Management & Budget for the **Michigan Department of Transportation**, as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

1.7 - Reserved

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office and laboratory** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **6,000 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **1540 Airport Road, M-32, Alpena, Michigan 49707**, in the **City of Alpena, County of Alpena**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **ten-year (10)** initial term of possession beginning upon actual possession or at 12:01 a.m. on **February 22, 2025**, and ending at 11:59 p.m. on **February 28, 2035**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 - **Deleted, Not Applicable**

2.6 - **Deleted, Not Applicable**

2.7 - **Deleted, Not Applicable**

2.8 - **Deleted, Not Applicable**

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed six (6) months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension. The Lessor shall provide written notice to the Lessee and the DTMB-Real Estate Division, per the notification instructions in

paragraph 12.1, at least fourteen (14) calendar days prior to the start of any significant construction work/maintenance task to be completed by the Lessor or a third party on behalf of the Lessor in or at the Leased premises.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **50** foot-candles (fc) (excluding task lighting), measured at desk level, at all times, throughout the Leased premises. While artificial illumination by Light-emitting Diodes (LED) is preferred, artificial illumination by incandescent or fluorescent lamps is acceptable. Artificial illumination shall include tubes, bulbs, starters, ballasts, fuses, drivers and all other components used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas. The State encourages light harvesting for energy efficiency whenever natural light can be utilized within the space.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary wastewater. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap.

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et.seq.

f) Metered utility costs for water and sewerage.

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down.

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.

k) Any equipment, portable or fixed, including alarm notification systems and monitoring, required by the local public fire marshal authority.

l) Commercial grade, heavy-duty locking hardware.

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.

n) Trash removal from dumpsters, or equivalent containers.

o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances.

p) **Deleted, Not Applicable**

q) Paved, striped, illuminated, and motor vehicle parking on the Leased premises for a total of **45 common** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **every three (3) years** by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited).

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. This does not include the foreseeable replacement of the carpet throughout the Leased premises. The Lessor and Lessee mutually agree, as stated in paragraph 3.1 (cc), with regards to future flooring installation. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) A legible photocopy of all annual written inspections, submitted within thirty (30) days of completion, certifying the fire alarm, fire extinguishers, emergency exit lighting, and fire sprinkler system (as applicable) are in proper working condition.

The Lessor shall provide and install, laminated evacuation signage, which shall be a minimum size of 8.5 inches by 11 inches, printed with a white background. Signage shall be placed a minimum of 48 inches from the floor surface to a maximum of 60 inches above the floor surface with a minimum clear floor space of 18 inches by 18 inches. Signage shall be in common areas, to include elevator lobbies, conference rooms, restrooms, breakrooms, and cafeterias. The Lessor shall update evacuation maps at minimum, every 3 years, and within 30 days of building changes that impact egress travel paths.

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction.

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

aa) Legible photocopies of all paid-in-full supporting documents necessary to calculate adjustments to the rental consideration referenced in Article V.

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 *et seq.*

cc) New flooring and paint throughout. Replacement of ceiling grid pads as needed. Improvements to the premises are to be completed during the one hundred twenty (120) days immediately following the start of the eleventh (11th) year of occupancy, and every ten (10) years thereafter. The 120-day period is intended as a "window period" only, not as permission to take 120 days to complete the replacement. The flooring, paint, and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the flooring, paint, and ceiling grid pads used upon initial possession. The Lessor will provide, at Lessor's sole cost, in addition to the flooring, moving or "lifting" of the existing furniture, if necessary; the adhesive for the new flooring, and the replacement of any cove base if damaged.

The Lessor will provide a work schedule and obtain approval from the Lessee prior to beginning any of the work described in this paragraph.

dd) Signage located at all areas of ingress, egress and other conspicuous areas clearly designating "No Smoking" and/or the international "no smoking" symbol in sufficient number to communicate that smoking within the Leased premises is prohibited. If the Leased premises includes both enclosed and unenclosed space, this signage must be located at comparable areas of any enclosed space.

ee) A designated smoking area located outside of the Leased premises at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the Leased premises includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, *et seq.*

3) Inform the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

3.5 – Deleted, Not Applicable

3.6 – Deleted, Not Applicable

3.7 – Deleted, Not Applicable

3.8 – Initial or future remodeling and/or construction of the Leased premises, requested by either party for the purpose of economizing or Lessee program changes, are subject to the execution of a contract change order (CCO). The Lessor and Lessee acknowledge and agree that all contractors and service providers listed therein will be hired by and working for the Lessor, not by or for the State of Michigan and that the State of Michigan shall not indemnify any party in connection with any liability arising from said CCO. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate

Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days' notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days' notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 – Deleted, Not Applicable

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer and identify the new owner.

3.15 – Reserved

3.16 – Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 – The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 *et seq.*, in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 – Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star® designation.

3.19 - As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish:

- a) 100% payment for public utilities used for heating, cooling, illumination, and power.
- b) **Deleted, Not Applicable**
- c) Janitorial supplies, equipment, personnel, and supervision for complete janitorial service.
- d) Replacement of fluorescent tubes and bulbs used within interior artificial illumination fixtures, in the Leased premises.
- e) **Deleted, Not Applicable**
- f) Trash removal from office wastebaskets or equivalent containers used by the Lessee.

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) Deleted, Not Applicable

k) Deleted, Not Applicable

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

ARTICLE V - RENT CONSIDERATION

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies.

5.2 - If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **February 22, 2025**, through 11:59 p.m. **February 28, 2035**, at the rate of **Forty-Five Thousand and 00/100** dollars (**\$45,000.00**) per year, payable in installments of **Three Thousand Seven Hundred Fifty and 00/100** dollars (**\$3,750.00**) per month.

5.4 – Deleted, Not Applicable

5.5 - Deleted, Not Applicable

5.6 – Deleted, Not Applicable

5.7 – Deleted, Not Applicable

5.8 – Deleted, Not Applicable

5.9 – Deleted, Not Applicable

5.10 – Deleted, Not Applicable

5.11 – Deleted, Not Applicable

5.12 – Deleted, Not Applicable

5.13 - Reserved

5.14 - Reserved

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, fifteen percent (15%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

ARTICLE VI – Deleted, Not Applicable

ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or

alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

ARTICLE IX - Reserved

ARTICLE X - LESSOR'S MORTGAGEE

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased premises described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased premises, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased premises set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased premises or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **Ninety (90)** days prior to the effective date of cancellation.

11.2 – Deleted, Not Applicable

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the State of Michigan pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt request, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
The County of Alpena	Director, DTMB Real Estate Division
Attn: Mary Catherine Hannah, Alpena County Administrator	3111 W. St. Joseph Street
720 Chisolm Street	Lansing, MI 48917
Alpena, MI 49707	E-mail: dtmb-realestate@michigan.gov
E-mail: hannahmc@alpenacounty.org	Copy to: Department of Transportation
Telephone: 989-354-9500	Office Services Section
	Van Wagoner Building
	425 W. Ottawa Street
	Lansing MI 48933

The notice shall be deemed effective as of Noon, Eastern Time on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than

a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 - This Lease supersedes and cancels a Lease between Lessor and Lessee, which was approved by the State Administrative Board, Item #7, on **November 2, 1999**, between the **County of Alpena**, as Lessor, and the **State of Michigan, Department of Transportation**, as Lessee, for premises located at **1540 Airport Road, M-32, Alpena, Michigan 49707**, consisting of **6,000 usable** square feet of space, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website (www.michigan.gov/sigmavss) or by calling (888) 734-9749.

Enclosure "A" - 1 page, floor plan

Enclosure "B" - 4 pages, legal description

Enclosure "C" - **Deleted, Not Applicable**

Enclosure "C-1" - **Deleted, Not Applicable**

Enclosure "D" - 1 page, Estoppel Certificate

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - **Deleted, Not Applicable**

Enclosure "G" - **Deleted, Not Applicable**

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: County of Alpena

Signature Date: _____

Print Name:

Title:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

20 _____, by _____

Type or print name(s) of person(s) signing this document

the _____ for the _____

of _____, Michigan Municipal Corporation.

_____, Notary Public in the County of _____

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Michigan Department of Transportation

_____, Date: _____
Signature

Print Name:

Title:

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Technology, Management & Budget

Signature Date: _____

Thomas J. Fehrenbach
Director
Real Estate Division, DTMB

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Thomas J. Fehrenbach, Director for the Michigan Department of Technology, Management & Budget Real Estate Division.

_____, Notary Public in the County of _____
_____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Lease has been approved as to legal form by the Michigan Attorney General _____

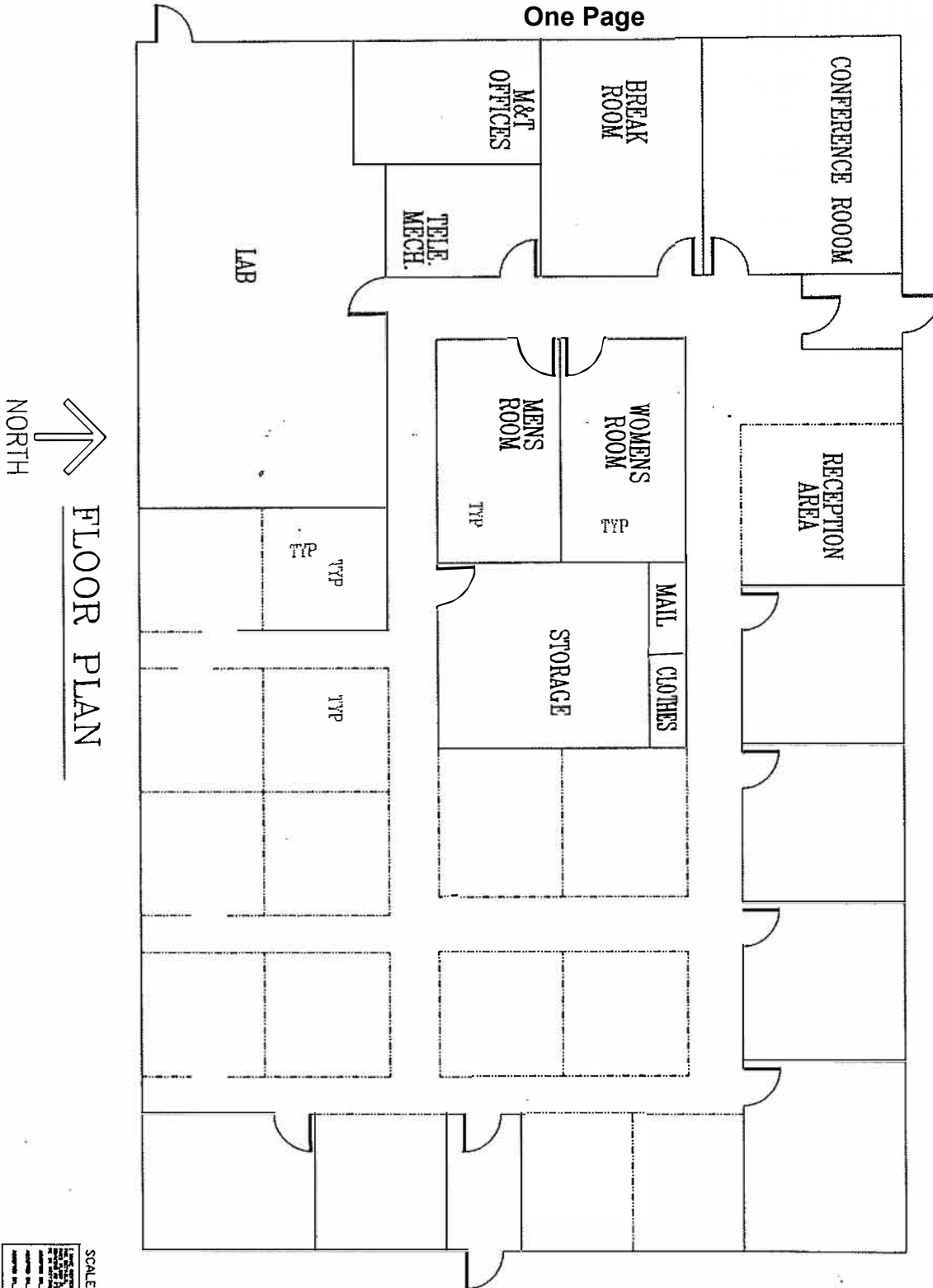
This Lease was approved by the Michigan State Administrative Board on

Form Updated: 11-13-2020

Item #

ENCLOSURE "A" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE.

One Page



NORTH

FLOOR PLAN

**Located at:
 1540 Airport Road
 Alpena, MI 49707**

Consisting of 6,000sf

SCALE: X/Y' = X'-Y"
 1/4" = 1'-0"

PROJECT: M-32 ALPENA, MICH.	APPROVED BY:	DATE:	SCALE: 1/4" = 1'-0"	SHEET NO.:	FILE NAME:
DBI BUSINESS INTERIORS 912 E. MICHIGAN AVE. LANSING, MI 48912 (517)485-3200	REVISIONS:				

KNOW ALL MEN BY THESE PRESENTS: That JUNE M. DEGE, a single woman

Dec 17 2 45 PM '07

whose address is 215 N. Eleventh, New Castle, IN 47362

Carol J. ...
Notary Public

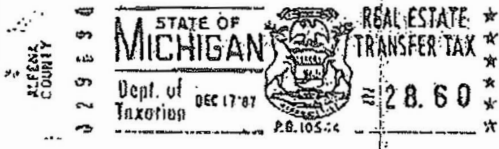
conveys and warrants to COUNTY OF ALPENA

whose street number and post office address is Courthouse Building, Alpena, MI 49707

the following described premises situated in the TOWNSHIP of WILSON County of ALPENA and State of Michigan, to-wit:

The SW¹/₄ of the SW¹/₄ of Section 22, T31N, R7E. Including all coal, gas, oil and mineral rights. Includes fluid mineral and gas rights in compliance with MSA 8.261(3).

44-22-501



ALPENA CO. ALPENA, MICH. Dec. 17, 19 87
I hereby certify that there are no tax liens or titles held by the State on lands described herein, and that there are no tax liens or titles held by municipalities or land taxes, for the five years preceding the 17th day of Dec. 19 87 and that all taxes for said five years are paid as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township, city or village officers.
Carol J. ... County Treasurer
(Pub. 35, Art 208, 1992 as amended / Sec 3521 CL 1979)

Northern Abstract and Title Company ABSTRACTS AND TITLE INSURANCE

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of TWENTY-SIX THOUSAND (\$26,000.00) DOLLARS

Dated this 30th day of November 19 87

Signed in the presence of:

Signed by:

Susan J. ...

JUNE M. DEGE *June M. Dege*

Wendy ...

WITNESSED BY:

Susan J. ...
Wendy ...

INDIANA STATE OF INDIANA COUNTY OF HENRY ss.

On November 30, 1987 before me, a Notary Public, in and for said County, personally appeared June M. Dege, a single woman

to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

My Commission expires July 26, 1992

E. J. Dickerson
E. J. DICKERSON Notary Public
HENRY County, INDIANA

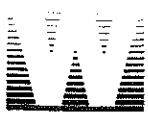
Drafted by: CARL C. SILVER Attorney at Law Business Address: 230 S. Third Avenue Alpena, MI 49707

CS

mm *slm*

Northern Abstract and Title Company ABSTRACTS AND TITLE INSURANCE

ENCLOSURE "B" TO LEASE #10739-2024 BY AND BETWEEN 9 B THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF THE MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE. PAGE 1 OF 4



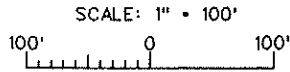
DESCRIPTION OF PARCEL

That part of the S 1/2 of the NW 1/4 of Section 22, T31N, R7E, Wilson Township, Alpena County, Michigan described as:

Commencing at the Southwest corner of said Section 22; Thence N89°27'31"E along the South line of said section 1442.38 feet; Thence N00°46'00"W along the centerline of Airport Entrance Road 2684.48 feet to the Point of Beginning; Thence S89°14'00"W 550.00 feet; Thence N00°46'00"W 200.00 feet; Thence N89°14'00"E 541.38 feet, to the Centerline of Airport Entrance Road; Thence Southerly along said centerline along a curve to the right, said curve having a radius of 825.00 feet, and a chord which bears S04°54'41"E 119.25 feet; Thence S00°46'00"E along said centerline 81.06 feet to the Point of Beginning containing 2.5174 acres more or less. Subject to the Right-of-Way for Airport Entrance Road. Subject to all easements, conditions, restrictions and reservations of record.

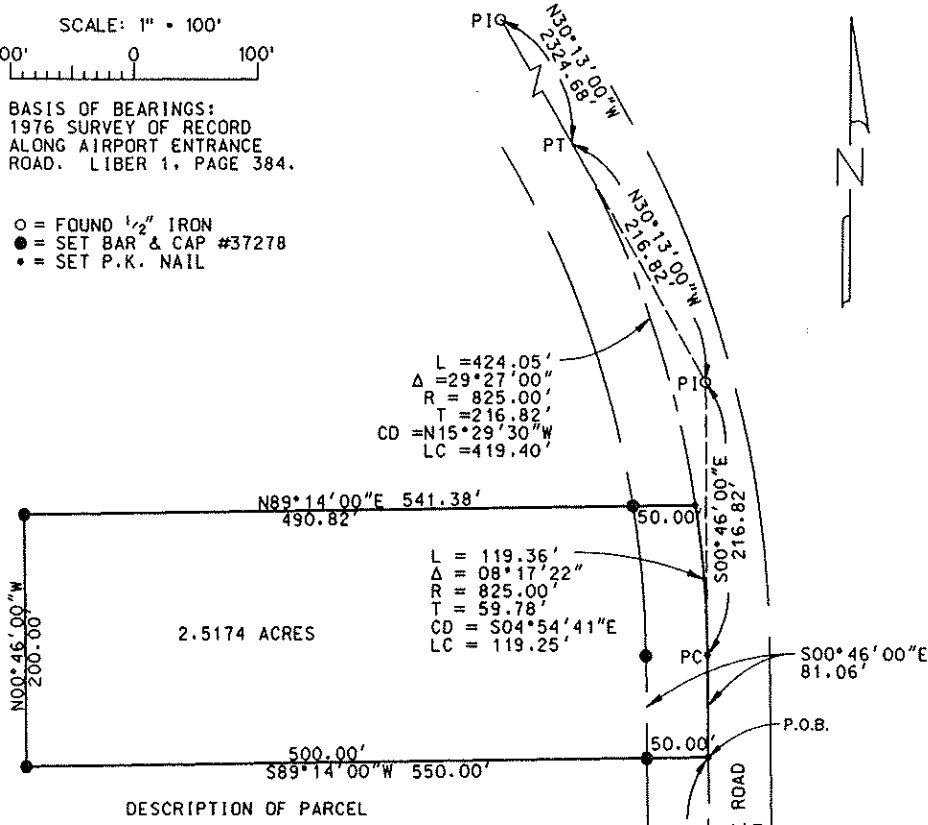
ENCLOSURE "B" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE. PAGE 2 OF 4

Certificate of Survey



BASIS OF BEARINGS:
1976 SURVEY OF RECORD
ALONG AIRPORT ENTRANCE
ROAD, LIBER 1, PAGE 384.

- = FOUND 1/2" IRON
- = SET BAR & CAP #37278
- = SET P.K. NAIL



DESCRIPTION OF PARCEL

That part of the S 1/2 of the NW 1/4 of Section 22, T31N, R7E, Wilson Township, Alpena County, Michigan described as:

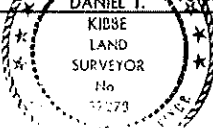
Commencing at the Southwest corner of said Section 22; Thence N89°27'31"E along the South line of said section 1442.38 feet; Thence N00°46'00"W along the centerline of Airport Entrance Road 2684.48 feet to the Point of Beginning; Thence S89°14'00"W 550.00 feet; Thence N00°46'00"W 200.00 feet; Thence N89°14'00"E 541.38 feet, to the Centerline of Airport Entrance Road; Thence Southerly along said centerline along a curve to the right, said curve having a radius of 825.00 feet, and a chord which bears S04°54'41"E 119.25 feet; Thence S00°46'00"E along said centerline 81.06 feet to the Point of Beginning containing 2.5174 acres more or less. Subject to the Right-of-Way for Airport Entrance Road. Subject to all easements, conditions, restrictions and reservations of record.

SW CORNER SECTION 22
T31N - R7E
ALPENA COUNTY
REMON. CORNER
LIBER 1, PAGE 308

S 1/4 SECTION 32
T31N - R7E
ALPENA COUNTY
REMON. CORNER
LIBER 1, PAGE 307

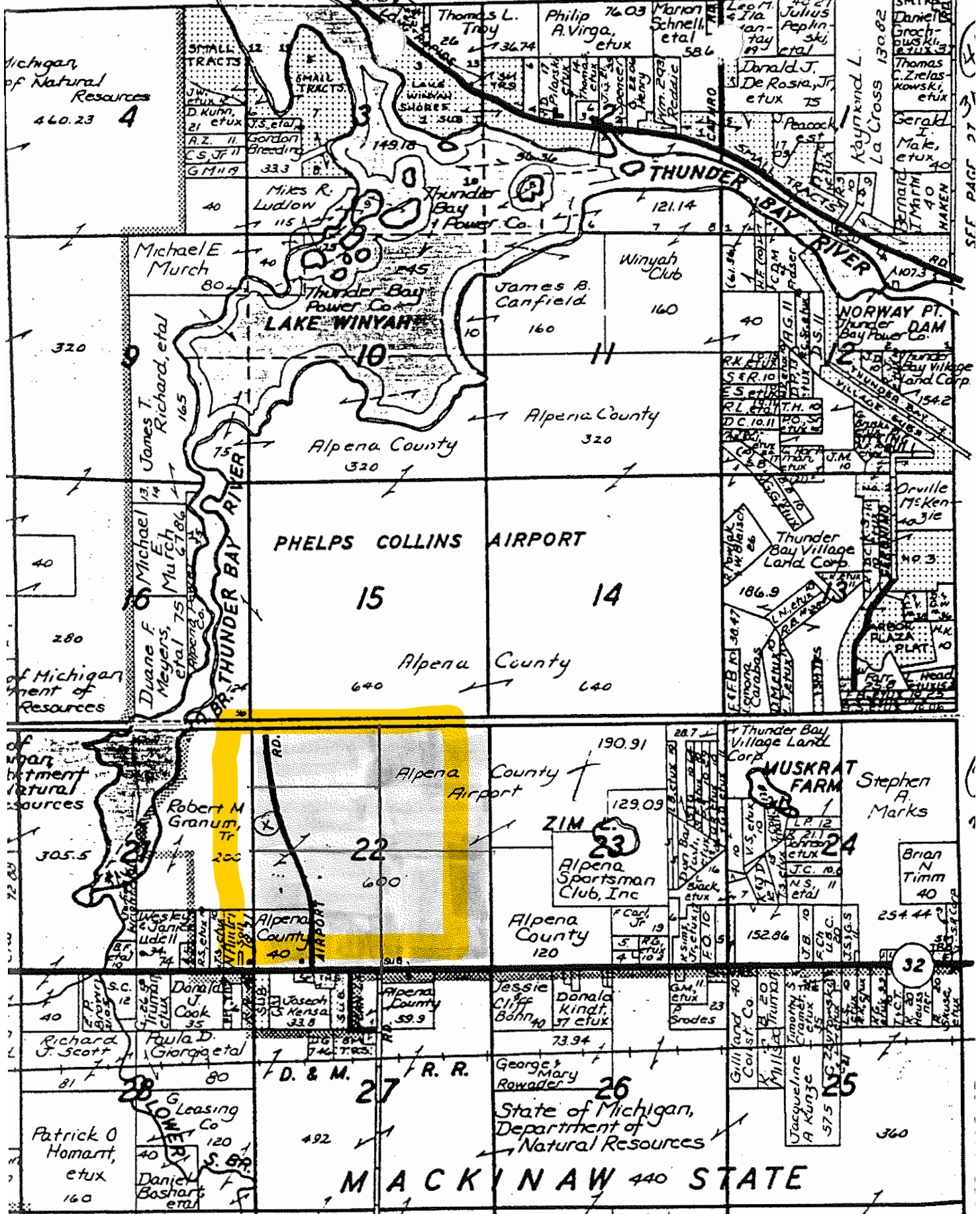
I, Daniel T. Kibbe, a Professional Surveyor in the State of Michigan, hereby certify: that I have surveyed the parcel of land described and delineated hereon; that said plat is a true representation of the survey performed; and that the survey was performed with a field error of closure "of 1 in 5000 or greater"; and that I have fully complied with the requirements of Section *3, Act *132, P.A. 1970.

DATE: 9/9/99
BY: *[Signature]*



Part of S 1/2 NW 1/4
Section 22, T31N-R7E
Wilson Township
Alpena County, Michigan.

DATE 9/9/99	Wilcox Associates Engineering Surveying and 444 N. Astwin Lansing, MI 48107 Environmental Sciences (313) 354-0375
DRN ALY	
CSO DTK	NOTES a 676
SCALE	SHEET
	JOB NO.



ENCLOSURE "B" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE. PAGE 4 OF 4

**ENCLOSURE "D" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE.
PAGE 1 OF 1**

SAMPLE ESTOPPEL CERTIFICATE

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of XXXXXXXXXXXX, Located at 1445 XXXXXXXXXXXX Avenue, Anytown, Michigan (#1234)

A review of the lease between XXXXXXXXXXXXXXXXXXXX and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of \$xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of XXXXXX; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of XXXXXXXXXXXX. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

c: Department contact person
File

**ENCLOSURE "E" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE.
PAGE 1 OF 2**

SAMPLE NONDISTURBANCE AGREEMENT

This Agreement between _____, hereinafter called "Mortgagee," the State of Michigan by the Department of Technology, Management & Budget for the Department of _____, hereinafter called "Lessee," and _____, hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #****, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in _____, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated _____ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

**ENCLOSURE "E" TO LEASE #10739-2024 BY AND BETWEEN THE COUNTY OF ALPENA, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION, AS LESSEE.
PAGE 2 OF 2**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lessee: State of Michigan
By: _____
Name: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
|
| Acknowledged before me this ____ day of _____, 20____, by _____

| the _____ of _____, State of Michigan.
* _____, Notary Public in the County of _____,
| Notary signature
* Acting in the County of _____, State of Michigan. My Commission expires: _____.

Lessor:

By: _____
Name: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this ____ day of _____, 20____, by _____
| Name of Lessor

| the _____ of _____,
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.

| My Commission expires: _____.

Mortgagee: _____

By: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this ____ day of _____, 20____, by _____
| Name of Mortgagee

| the _____ of _____,
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.

| My Commission expires: _____.