

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2023, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, and THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter "Lessor", and THE SUPERIOR WATERSHED PARTNERSHIP, a Michigan 501c3 nonprofit, of 9 Peter White Drive Marquette, Michigan 49855, hereinafter "Lessee".

This lease is in conjunction with the approved grant agreement between EGLE and SWP.

Recitals

A. Lessor is the owner of the real property and improvements commonly known as the Lakeshore Public Parking Lot, Commons Public Parking Lot, and the Father Jacques Marquette parking lot, located at 301 S. Lakeshore Blvd, 112 S 3rd Street, and 501 S. Front Street, shown on the map provided (the "Premises").

B. Lessee desires to lease and Lessor is willing to lease to Lessee a portion of the Premises in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

1.1 Lessor leases to Lessee space as described in Exhibit A and as shown in Exhibit B, hereinafter "Premises".

1.2 Each charging station will require a total 5 square feet of leased space ("Space") for the installation and operation of an electric vehicle charging station.

2. Term of Lease

The term of this lease shall be for four (4) years from the date of execution and may, upon expiration of the original term, be renewed by written mutual consent of the parties for additional three (3) year terms upon terms and conditions as agreed upon by the parties. This lease may be terminated by either party upon 180 days written notice of termination to the other party. Upon termination of this lease, Lessee shall return the Premises to Lessor in its original condition at Lessee's sole cost.

3. Rent

3.1 The rent shall be \$375 per year for each space commencing upon the start of installation of the first electric vehicle charging station, due in advance to Lessor at the address set forth herein on the first day of installation. Any partial month shall be prorated according to \$31.25 per month.

3.2 Lessee shall be responsible for directly paying all utilities that are metered separately for the Premises.

4. Use of Premises

4.1 Lessee shall use the Premises only for the installation and operation of an electric vehicle charging station. Lessee shall not use the Premises for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;
- e) interfere with other uses of the Premises; or
- t) permit refuse to accumulate in or around Premises.

5. Exclusive Use of Premises

Lessee shall have exclusive use of the Premises, but acknowledges that its use of the common areas surround the Premises, including ingress and egress to and from a public street, is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the common areas.

6. Maintenance and Repair

6.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located on the Premises and shall keep them in a safe condition and good repair. Lessee is solely responsible for all repairs.

6.2 Lessee shall be solely responsible for the construction, installation, maintenance and/or replacement of all signs on the Premises; however no sign may be installed without prior written approval from Lessor. All signs must meet the requirements of local rules, regulations and laws.

6.3 Lessor shall provide snow plowing and basic landscaping services as needed to the Premises.

7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear

endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

8. Assignment/Subletting

8.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

8.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

9. Use of Premises by Lessor

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

10. Covenant of Quiet Enjoyment

Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the non-exclusive and reasonable right to have, hold and enjoy the Premises.

11. Lessor's Right to Perform Lessee's Obligation

If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

12. Default by Lessee

12.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor the Lessor may terminate this lease.

12.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand the Lessor's costs for curing any defaults, as additional rent under this lease.

- 12.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.
13. Surrender of Leasehold upon Termination of Lease
- If upon termination of the lease, Lessee has failed to remove its tangible personal property, equipment, vehicles or other items, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.
14. Miscellaneous
- 14.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 14.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 14.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 14.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 14.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 14.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 14.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written.

LESSOR

CITY OF MARQUETTE

Cody O. Mayer, Mayor

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSEE

SUPERIOR WATERSHED PARTNERSHIP

Carl Lindquist

Carl Lindquist (Feb 23, 2023 13:42 EST)

Exhibit A
LEGAL DESCRIPTION

Lakeshore Public Parking Lot: 301 S. Lakeshore Blvd

Parking lot center: 46.54166689°, -87.39191112°

T48N R 25W Sec. 23 NENWSE

Parking lot located immediately SE of the intersection of Main St. and S. Lakeshore Blvd.

Commons Public Parking Lot: 112 S 3rd Street

Parking lot center: 46.54320754°, -87.39603558°

T48N R25W Sec. 23 SESENW

Parking lot located immediately SW of the intersection of W. Washington St. and S. Third St.

Father Marquette Parking Lot: 501 S. Front Street

Parking lot center: 46.53943909°, -87.39382646°

T48N R25W Sec. 23 SWNWSE

Parking lot located immediately SE of the intersection of Front St. and Rock St.

Exhibit B









SWP EV Lease

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Sean Hobbins (shobbins@marquette.mi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9sgA6VEcezcucYBdtFbSFcTdtbMgSA

"SWP EV Lease" History

-  Document created by Sean Hobbins (shobbins@marquette.mi.gov)
2023-02-23 - 6:26:32 PM GMT- IP address: 131.150.169.38
-  Document emailed to carl@superiorwatersheds.org for signature
2023-02-23 - 6:30:36 PM GMT
-  Email viewed by carl@superiorwatersheds.org
2023-02-23 - 6:41:41 PM GMT- IP address: 131.150.26.208
-  Signer carl@superiorwatersheds.org entered name at signing as Carl Lindquist
2023-02-23 - 6:42:55 PM GMT- IP address: 131.150.26.208
-  Document e-signed by Carl Lindquist (carl@superiorwatersheds.org)
Signature Date: 2023-02-23 - 6:42:57 PM GMT - Time Source: server- IP address: 131.150.26.208
-  Agreement completed.
2023-02-23 - 6:42:57 PM GMT