

LEASE

THIS LEASE is effective as of the ___ day of April, 2026, between **THE 1505 AUBURN ROAD LLC**, whose registered office mailing address is **1505 E Auburn Road, Rochester Hills, Michigan 48307** ("Landlord"), and **City of Rochester Hills, a municipal corporation**, whose mailing address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48307 ("Tenant"), on the following terms and conditions:

1. **Property to be Leased.** Landlord leases to Tenant, and Tenant rents from Landlord, approximately 200 square feet of space of the east wall of the real property located at 1505 E Auburn Road, Rochester Hills, Michigan 48307 and more particularly described on the attached Exhibit A (the described space used by Tenant to be referred to as the "Property").

2. **Lease Term.** The term of this Lease (the "Term") shall commence on April 15, 2026, and shall continue for five (5) years and terminate on April 15, 2031, unless sooner terminated as hereinafter set forth. If Tenant continues to use the Property after expiration of the Term, Tenant shall become a tenant from month to month, at the rental rate and upon the same terms and conditions specified in this Lease.

3. **Use of Property.** Tenant shall use the Property only for the fabrication, installation, and maintenance of an art installation which Tenant and Landlord approve in writing.

4. **Rent.** Tenant hereby agrees to pay to Landlord as rent for the Property as follows:

Year(s) Annual Rent

1-5 \$1.00 per year

Said rent shall be paid in advance in equal annual installments of \$1.00 per year on the 1st day of May of each year during the Term, or the rent may be paid in full in advance to Landlord at any time during the Term at the discretion of Tenant.

5. **Lease is Gross Lease.** It is the purpose and intent of Landlord and Tenant that this Lease shall be Gross to Tenant. The rental provided for in this Lease shall be full consideration to the Landlord for the Term, free from any other expenses or charges with respect to the Property, including any expenses or charges for maintenance, repairs, insurance, taxes, assessments or other charges imposed upon or related to the Property or Landlord's real estate (except as otherwise expressly provided herein).

6. **Insurance and Indemnity.** Landlord during the Term of this Lease, shall, at its own cost and expense, procure and maintain in full force and effect fire and extended coverage property insurance and its own policy of general public liability.

7. **Repairs and Maintenance.** Landlord shall keep and maintain the Property, and every part thereof, including, but not limited to, all structural, nonstructural, interior and exterior portions of the buildings and improvements located on Landlord's real estate about and around the Property, in good and sanitary order, condition and repair during the Term. However, Tenant shall be responsible to install and maintain its art installation on the Property at its sole cost and expense, and Landlord shall allow Tenant ingress and egress, and full access to the Property for its maintenance and use.

8. **Alterations and Additions.** Landlord may not alter or add to the east wall of the Property, without Tenant's prior written consent. Landlord shall have no obligation to make any alteration or addition to the Property during the Term, except that in preparation of Tenant's use. Landlord shall coordinate the removal of fixtures and objects on or attached to the Property, and all such modifications and alterations of the Property in preparation of Tenant's use shall be at Tenant's cost and expense. Upon termination of the Lease, Tenant shall restore and return the Property to Landlord in a similar condition as prior to Tenant's use.

9. **Restoration.** If the Property is damaged or destroyed, in whole or in part, as a result of Landlord's negligence, Landlord with the direction of Tenant, shall repair, restore, replace or rebuild the Property, or the part thereof so damaged, as nearly as possible to the value, condition and character of the Property immediately prior to the occurrence of such damage or destruction.

10. **Environmental Representations, Warranties and Covenants.** Landlord agrees to indemnify Tenant against, and hold it harmless from, all obligations and liabilities relating to the Property arising out of any liability or claims made or suits brought for investigation, study, remedial work, monitoring, or other costs and expenses directly arising from or associated with response to any environmental matters in or on the Property. Landlord further agrees that Tenant shall have no liability for any environmental contamination associated with the Property or Landlord's use or operations at the Property or the real estate in or about the Property. Tenant does not assume responsibility or liability which give rise to environmental claims, actions, or other liability, or for any negligent acts or omissions of Landlord which give rise to environmental claims, actions, or other liability. This indemnification shall survive the term of this Lease.

11. **Default.** If an event of default is made by Tenant in the payment of rent or in the performance of any of the conditions or covenants in this Lease, and if such default shall continue for a period of thirty (30) days after written notice is given to Tenant by Landlord specifying the default, then Landlord shall have the right to re-enter the Property and remove Tenant and all persons therefrom and shall have the right to terminate this Lease as allowable by law through judicial proceedings.

12. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns.

13. **Remedies Cumulative; Waiver.** All rights and remedies of Landlord or Tenant hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior or subsequent thereto.

14. **Choice of Law; Invalidity of Terms.** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to leases made and to be performed in that state. The invalidation of one or more Lease terms shall not affect the validity of the remaining terms.

15. **Notices.** All notices herein required shall be given in writing upon the parties at the addresses last known to the other party. Any notice shall be deemed to have been given when personally delivered or when sent by ordinary mail, and postage prepaid. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

16. **Amendment.** This Lease represents the entire agreement between the parties. It may not be amended, altered or modified except by a writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

The parties have executed this Lease to be effective on the day and year first above written.

LANDLORD: THE 1505 AUBURN ROAD, LLC

By: _____
Gary Korleski,
on behalf of **THE 1505 AUBURN ROAD LLC**

TENANT: CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

EXHIBIT A

DESCRIPTION OF PROPERTY

200 sq ft** of real property located in the City of Rochester Hills, Oakland County, State of Michigan, being part of:

T3N, R11E, SEC 25 SUPERVISOR'S PLAT OF BROOKLANDS PARK LOTS 517 & 518

Commonly known as 1505 E Auburn Road.

Tax ID No. 70-15-25-455-040

**Further and more particularly described as 200 square feet block wall located on the east side of the retail building on the real property.