

Lease

This Lease ("Lease") is made effective as of July 1, 2026, between the City of Rochester Hills, a Michigan municipal corporation (hereinafter "Landlord"), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, and Clinton River Watershed Council, a Michigan nonprofit corporation (hereinafter "Tenant"), whose address is 1115 W. Avon Road, Rochester Hills, Michigan 48309, who agree as follows:

1. **Definitions.** The following defined terms will be used throughout this Lease:
 - a. "Premises" means the land parcel, building, parking lot, and improvements commonly known as the Environmental Education Center located at 1115 W. Avon Road, Rochester Hills, Michigan, comprising approximately 0.56 acres. Parcel ID No. 70-15-21-201-002, together with all easements, rights and privileges appurtenant thereto, as more particularly described at **Exhibit A**.
 - b. "Building Systems" means the HVAC, plumbing, electrical, mechanical and structural systems serving the Premises.
 - c. "Commencement Date" means July 1, 2026.
 - d. "Termination Date" means June 30, 2032, or earlier date if terminated pursuant to the terms hereof.
 - e. "Rent" means Annual Rent and each Monthly Installment of Rent, as follows:

	Annual Rent	Monthly Rent Installment
7/1/2026 - 6/30/2028	\$27,000.00	\$2,250.00
7/1/2028 - 6/30/2030	\$30,000.00	\$2,500.00
7/1/2030 - 6/30/2032	\$33,000.00	\$2,750.00

- f. "Designated Use" means use as Tenant's organization office and operating facility as a non-profit watershed council.
 - g. "Applicable Laws" means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority that are applicable in each case.
 - h. "Term" means the period commencing on the Commencement Date and ending on the Termination Date of this Agreement.
2. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Landlord leases the Premises to Tenant "as is," except as expressly provided in this Lease. Tenant has inspected the Premises and is satisfied with the condition. Landlord shall deliver possession of the Premises on the Commencement Date. However, Tenant shall be permitted to enter the

Premises prior to the Commencement Date rent-free for purposes of landscaping, painting and making other Tenant improvements, and moving in furniture, equipment, and personal property. Landlord shall remove, or shall cause to be removed, all personal property from the Premises that belongs to Landlord and/or Landlord's agents, agencies, departments, personnel, officials, employees or assigns no later than the Commencement Date. Landlord shall ensure that all areas of the Premises, including the basement and storage areas, are delivered free of the personal property of Landlord and/or Landlord's agents, agencies, departments, personnel, officials, employees or assigns, and suitable for Tenant's Designated Use.

3. **Term.** The Term commences on the Commencement Date and expires on the Termination Date.

4. **Rent.** Beginning on the Commencement Date, Tenant will pay to Landlord the Rent via equal Monthly Installments in the amounts specified in Paragraph 1 of this Lease, in advance, on or before the first day of each calendar month, at Landlord's office or such other place that Landlord may designate in prior writing, via wire transfer or check.

5. **Property Taxes.** Landlord represents and warrants to the Tenant that the Premises is currently exempt from Real Property Taxes, and that the Premises will remain exempt from Real Property Taxes throughout the Term. Tenant shall be responsible for Personal Property Taxes, if any, for Tenant's own personal property only. In the event that the Premises becomes subject to real property taxation during the Term due to Landlord's actions, inactions, use, or conveyance regarding the Premises, Tenant is not responsible for such taxes, unless such taxation arises solely from Tenant's use of the Premises in violation of Applicable Laws.

6. **Utilities.** Beginning on the Commencement Date, Tenant shall pay all charges for the utilities provided to or used in the Premises during the Term as they become due that are separately metered or directly attributable to Tenant's use of the Premises.

7. **Signs.** Tenant may, with Landlord's consent (which shall not be unreasonably withheld, conditioned, or delayed), install signage identifying Tenant on the building and a ground-mounted sign near Avon Road. Tenant's signs shall conform to Applicable Laws.

8. **Holding Over.** If Tenant remains in possession of the Premises after the Termination Date Tenant shall be considered to be a holdover tenant on a month-to-month basis, subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy, and the Monthly Rent Installments for each month of the holdover will be the same as the Monthly Rent Installments payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term.

9. **Quiet Enjoyment.** During the Term, neither Landlord nor Landlord's employees, agents, officials and contractors will disturb Tenant's quiet enjoyment and possession of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Tenant shall permit Landlord or its designated agent(s) to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers or tenants; provided that: (1) Landlord provides reasonable advanced, written notice to Tenant prior to Landlord entering the Premises; and (2) Landlord does not unreasonably interfere with Tenant's operations or use of the Premises.

10. **Use of the Premises.** The Premises may be used for the Designated Use but for no other purpose, except that Tenant may allow community, civic, environmental, educational and nonprofit groups and organizations to use the Premises for meetings, programs and activities and Tenant may conduct educational programs, meetings, workshops, and other nonprofit activities reasonably related to its mission. Tenant will not allow the Premises to be used in any manner that violates this Lease or the Applicable Laws. Tenant will not store, keep, handle, manufacture, or process any explosives, inflammables, or other inherently dangerous, hazardous, or toxic substance, material, chemical, thing or device at the Premises that requires a license, permit, or special governmental authorization for its storage or use under Applicable Laws. Notwithstanding the foregoing, Tenant may, otherwise store and utilize materials, things or devices within the scope of Tenant's Designated Use on the Premises that are commercially available or consumer grade, including without limitation herbicides, pesticides, and related materials used in connection with invasive species management, provided Tenant complies with Applicable Laws.

11. **Repairs and Liens.** Tenant shall keep and maintain the Premises in commercially reasonable condition, in a clean, sanitary and safe condition, and in accordance with Applicable Laws. Tenant shall be responsible for janitorial services and security; minor building repairs; snow, ice and dirt removal in parking, driveway and footway areas; and landscape maintenance, except that Landlord shall periodically mow the lawn area. Landlord shall be responsible for, and shall maintain in good, working, commercially reasonable order: major repairs; replacement of the parking lot, and structural components of the building; the exterior walls, roof, windows, plumbing and heating system; and all Building Systems serving the Premises, unless the need for such repair or replacement is caused by the act, neglect, fault or omission of Tenant or Tenant's agents, guests or invitees.

Upon Tenant's written request to Landlord that a repair is or may be needed regarding a responsibility of Landlord under this Paragraph, Landlord shall promptly and diligently investigate Tenant's request and, upon investigation, take prompt, action to remedy or repair the issue in a commercially reasonable manner. Such notice of repair from Tenant to Landlord shall constitute Tenant's consent to Landlord and/or its agents entering the Premises only to the extent reasonably necessary to perform such inspection and/or repair; provided that Landlord and/or its agents entering the Premises do not unreasonably interfere with Tenant's operations or Use of the Premises. Landlord shall complete, or shall cause to be completed, all repairs in a timely fashion and in a good, workmanlike, commercially reasonable manner in accordance with Applicable Laws. Landlord shall have no obligation to perform or fund any structural expansions or additions to the square footage of the building.

12. **Building Alterations.** Tenant shall be responsible for making any alterations to the Premises, if any, that are required for Tenant's Designated Use of the Premises to comply with the Americans with Disabilities Act of 1990, as amended, or other Applicable Laws to the extent necessitated by Tenant's specific alterations to, or Use of, the Premises. Landlord shall be responsible for compliance related to the base building. Tenant may, at Tenant's expense and with Landlord's written consent remodel, redecorate, and make additions, improvements and replacements to the Premises as Tenant may deem advisable, provided the work is done with good workmanship and in accordance with Applicable Laws. Any additions or improvements made by Tenant to expand the building footprint pursuant to this Paragraph shall be at Tenant's sole expense, and shall remain the property of the Landlord upon termination,

except moveable equipment and trade fixtures, which shall be Tenant's property. Tenant must keep the Premises free of construction liens. Tenant will hold Landlord harmless from any liens that may be placed on the Premises, except those attributable to the sole negligence, actions, and/or inactions of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien after receiving notice of the lien. If Tenant fails to discharge the lien within thirty (30) days from receiving proper notice of such lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

13. **Indemnification.** Tenant will indemnify and hold harmless Landlord from any liability, loss, damage, cost or expense (including reasonable attorney fees) based on any claim, demand, suit or action by any person or entity for personal injury or property damage to the extent caused by the negligent acts or intentional misconduct of Tenant, or its agents, contractors, employees, representatives, volunteers, or invitees in connection with Tenant's use or occupancy of the Premises. Tenant's indemnification obligation applies only to the extent permitted by Applicable Laws and does not extend to liability for damages resulting from the sole or gross negligence of Landlord or from Landlord's intentional misconduct. Tenant's obligations under this paragraph shall survive termination of this Lease for a period of one (1) year.

To the maximum extent permitted by law, subject to and without waiving applicable governmental immunity, Landlord will indemnify, defend, and hold harmless Tenant, and its board members, managers, members, officers, directors, agents, employees, volunteers, contractors, successors and assigns from liability, loss, damage, cost or expense (including reasonable attorney fees) based on any claim, demand, suit or action by any person or entity to the extent caused by the negligent acts or omissions or intentional misconduct of Landlord, or its agents, contractors, employees, representatives, or invitees in connection with Landlord's ownership, operation, or maintenance of the Premises. Landlord's indemnification obligation applies only to the extent permitted by Applicable laws, and does not extend to liability for damages resulting from the sole or gross negligence of Tenant or from Tenant's intentional misconduct. Landlord's obligations under this paragraph shall survive termination of this Lease for a period of one (1) year.

Tenant's obligations under this paragraph are limited to the extent covered by insurance required under this Lease and proceeds actually available for such claim, and do not require coverage beyond that required under this Lease. Landlord's obligation under this paragraph shall be limited to not more than \$1,000,000.00.

14. **Insurance.** Tenant must maintain in effect during the Term of this Lease a commercial general liability insurance covering all of Tenant's operations, occupancy and use of the Premises with policy limits of not less than \$1,000,000.00 combined single limit personal injury, bodily injury and property damage.

Tenant must maintain in effect during the Term of this Lease insurance covering Tenant's personal property, trade fixtures, and improvements to their reasonable replacement cost.

All insurance policies that Tenant is required to maintain must be written by carriers who are licensed and admitted to do business in Michigan and are reasonably acceptable to Landlord. Any commercial general liability policy that Tenant is required to maintain will (a) name Landlord as an additional insured; (b) be endorsed to provide that it will not be canceled or

materially changed for any reason except on 30 days prior written notice to Landlord; (c) provide coverage to Landlord only with respect to liability arising out of Tenant's operations, Designated Use, or occupancy of the Premises; (d) be primary and noncontributory with respect to any insurance maintained by Landlord, but only with respect to claims arising out of Tenant's negligence or operations; and (e) Tenant may satisfy coverage limits through a combination of primary and umbrella/excess liability policies. Landlord and Tenant will require their property insurance policies to include a clause or an endorsement allowing Landlord and Tenant to release each other from any liability to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss resulting from risks insured against. Such waiver will only apply to the extent of insurance proceeds actually received by the respective party/parties. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period of a commercially reasonable extended reporting period consistent with the coverage maintained. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. Blanket policies are acceptable provided that such policies provide the required per occurrence limits of liability and are not intended to materially reduce coverage available to the Premises.

Tenant must deliver either certificates of insurance to Landlord before the Commencement Date. Tenant must deliver certificates of renewal for the policies to Landlord not less than 30 days before their expiration dates.

Landlord and Tenant will each look to its own insurance for the recovery of insured claims. Landlord and Tenant release one another from insured claims. Landlord and Tenant waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance in accord with this Lease. If either party fails to obtain insurance, it bears the full risk of its own loss. Insurance requirements set forth herein shall be commercially reasonable and consistent with similarly situated nonprofit office tenants in Michigan.

15. **Fire or Casualty.** Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone and/or e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord or Tenant may terminate this Lease by written notice to the other party. After the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If neither Party exercises this option to terminate this Lease pursuant to this paragraph within thirty (30) days from the date of Tenant's notice of such fire or other casualty to the Premises, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty to the extent reasonably practicable, and Rent shall be abated during the period that the Premises is not reasonably usable for Tenant's full operations. If neither Party exercises the option to terminate this Lease pursuant to this Paragraph and Landlord's restoration of the Premises is not

completed within one-hundred eighty (180) days from the date of Tenant's notice of fire or other casualty, Tenant may terminate this lease upon written notice to Landlord.

16. **Eminent Domain.** If all or a portion of the Premises are taken through eminent domain, including a conveyance in lieu of a taking, such that Tenant's Designated Use is materially interfered with, this Lease shall automatically terminate as of the date the condemning agency takes possession of the Premises. Notwithstanding this termination, Tenant is required to pay rent through the date that it actually surrenders possession of the Premises. After Tenant surrenders possession, the parties' obligations under this Lease are terminated, provided that Tenant surrenders possession in accord with this Lease and pays rent through the date of surrender. If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Landlord and Tenant agree that all compensation paid for the Premises, including any value of Tenant's leasehold interest in the Premises, will be paid to and be the property of Landlord. Tenant may seek compensation for any of its own trade fixtures, business interruption, going concern, moving expenses, and other items, provided that Tenant's compensation is not in diminution of Landlord's compensation for the Premises.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Tenant shall not have a claim against Landlord for the value of any unexpired term of this Lease.

Landlord shall provide Tenant with advance written notice (which shall in any event be at least 60 days) of any proposed condemnation affecting the Premises and shall cooperate in good faith with Tenant seeking relocation, damages, and compensation.

17. **Assignment and Subletting.** Tenant will not assign this Lease or sublet the Premises without the prior written consent of Landlord.

18. **Security Deposit.** On or before the Commencement Date, Tenant must deposit a \$1,200.00 Security Deposit with Landlord; provided, however, that to the extent Tenant has previously provided a security deposit to Landlord under a prior lease for the Premises, such deposit shall be deemed transferred to and applicable to this Lease, and no additional Security Deposit shall be required by Tenant, unless the amount required herein exceeds the prior deposit, in which case Tenant shall provide Landlord the difference. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this paragraph are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 10 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 10 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord.

19. **Remedies.** Breach means Tenant's failure to comply with any of the terms of this Lease. Material Breach means a Habitual Economic Breach or a Prolonged Uncured Breach. Habitual Economic Breach means Tenant's failure to pay Rent within 7 days of its due date on 3 or more occasions during any 12-month period. Prolonged Uncured Breach means any

Breach, including those regarding payment, that continues for more than 30 days following a written demand for cure by Landlord.

Time is of the essence in the definition of a Material Breach. Upon the occurrence of a Material Breach by Tenant, Landlord shall provide Tenant with written notice thereof and an opportunity to cure such breach, which cure period shall be thirty (30) days from Tenant's receipt of such notice. Landlord may terminate this Lease only if Tenant fails to cure such breach within the 30 day cure period. If Landlord terminates this Lease, Landlord is entitled to recover all reasonable damages suffered as the result of any default or breach. It is within the contemplation of the parties that such damages include (a) unpaid Rent accrued, prorated through the date of termination; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises, to the extent actually incurred by Landlord; (c) the reasonable cost actually incurred (or reasonably estimated cost if not yet incurred) of restoring the Premises to its original condition, excluding ordinary wear and tear; (d) any commissions paid to re-lease the Premises; and (e) any other reasonable, direct damages expressly provided for in this Lease. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to mitigate its damages, and any amounts recovered by Landlord through re-letting the Premises shall be applied to reduce Tenant's liability.

The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. In any action or proceeding arising out of or related to this Lease, the prevailing party may recover its reasonable attorneys' fees, costs, and expenses (including those incurred in enforcing any judgment), as determined by a court of competent jurisdiction.

In the event of a Material Breach by Landlord, Tenant shall provide Landlord with written notice thereof and an opportunity to cure such breach, which cure period shall be thirty (30) days from Landlord's receipt of such notice. Tenant may terminate this lease and seek all available remedies at law and/or equity if Landlord fails to cure such breach within the 30 day cure period.

20. **Surrender on Termination.** On termination, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant must surrender the Premises broom clean and in reasonably the same condition as on the Commencement Date, reasonable wear and tear and any permitted repairs, alterations and/or improvements excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of Tenant's personal property must be repaired at Tenant's expense. Tenant must reimburse all reasonable expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant must remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that all personal property and trade fixtures remaining on the Premises after termination and a reasonable time for removal are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion. Tenant must reimburse all reasonable expenses paid or incurred by Landlord in connection with removing Tenant's personal property and trade fixtures immediately upon demand. To establish a baseline for this condition, Landlord and Tenant shall conduct a joint walkthrough of the Premises within thirty (30) days

of the Commencement Date to document the existing state of the building and grounds via a written and photo-documented report. The parties shall cooperate in good faith regarding the walkthrough and report.

21. **Communications.** All communications, including any notices, demands, requests, consents, and other communications required or provided under this Lease must be in writing. Any communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; (c) sent by professional delivery service to Tenant at the Tenant's address stated in this Lease or another address that Tenant has designated in writing; or (d) official notices via email with confirmation of transmission. Any communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord's address stated in this Lease or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed. Email communications are deemed sufficiently delivered if delivered, with confirmation of transmission, to the following addresses:

If to Landlord: The City of Rochester Hills
 Attn: Mayor
 1000 Rochester Hills Drive
 Rochester Hills, Michigan 48309
 Email: mayorsoffice@rochesterhills.org

With a copy to (which shall not constitute notice):
 Hafeli Staran & Christ, P.C.
 Attn: P. Daniel Christ
 2055 Orchard Lake Road
 Sylvan Lake, MI 48320
 Email: dchrist@hsc-law.com

If to Tenant: Clinton River Watershed Council
 Attn: Executive Director
 1115 W. Avon Road
 Rochester Hills, MI 48309
 Email: jennifer@crwc.org

With a copy to (which shall not constitute notice):
 Kirk, Huth, Lange & Badalamenti, PLC
 Attn: Mitchell W. Paquette
 19500 Hall Road, Suite 100
 Clinton Township, MI 48038
 Email: mpaquette@kirkhuthlaw.com

22. **Construction and Interpretation.** This Lease will be construed in accordance with Michigan law. This Lease has been negotiated at arms length, jointly drafted, and carefully reviewed by both parties.

The use of the word *may* in describing the right of a party means that the party has the option,

but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by both Landlord and Tenant. There will be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this paragraph, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension, except as expressly permitted under this Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. **Authorized and Binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease shall bind and inure to the benefit of the Parties, and their respective permitted successors and assigns.

24. **Early Termination.** Both Landlord and Tenant shall have a right to terminate this Lease

for any reason or for no reason with prior written notice as set forth in this paragraph. To exercise this right, a Party shall not be in Material Breach of any of the terms of this Lease. The Party exercising this right of early termination shall provide the other Party with not less than twelve (12) months prior written notice of the effective date of termination. Tenant shall remain responsible for all Rent and maintenance obligations through the effective date of termination and must surrender the Premises in accordance with paragraph 20.

25. This Lease supersedes any and all prior Lease(s) or agreements between the parties and constitutes the entire agreement between the parties concerning the leased Premises.

26. **Performance.** Whenever this Lease requires that something be done within a period of days, such period shall : (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 p.m. Eastern on the date by which such thing is to be done or such event is to occur; and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday, or legal bank holiday in the State of Michigan, such period shall extend to the first business day thereafter. If the date for any payment obligation under this Lease, including Rent, falls on a day that is a Saturday, Sunday, or legal bank holiday in the State of Michigan, then such payment shall be due on the first business day thereafter.

[signatures appear on the following page]

LANDLORD: City of Rochester Hills

By: _____

Its: _____

Dated: _____

As approved by the City of Rochester Hills City Council at its _____
meeting

TENANT: Clinton River Watershed Council

By: Jennifer Hill

Its: Executive Director

Dated: 5/7/2026

As approved by the Clinton River Watershed Board of Directors at its May 6, 2026
meeting.

EXHIBIT A
Legal Description

Real property and improvements situated in the State of Michigan, County of Oakland, City of Rochester Hills, and more particularly described as follows:

T3N, R11E, SEC 21 PART OF NE 1/4 BEG AT PT DIST S 88-33-30 W 707 FT FROM NE SEC COR, TH S 265 FT, TH S 88-33-30 W 118 FT, TH N 265 FT, TH N 88-33-30 E 118 FT TO BEG EXC N 60 FT IN RD 0.56 AB298C

Commonly known as: 1115 W. Avon Road, Rochester Hills, MI 48309

Tax Parcel ID No.: 70-15-21-201-002

Subject to all other easements and/or restrictions of record or otherwise.