

1221 BUILDING GROUP, LLC
BUSINESS PROPERTY LEASE AGREEMENT

1221 Byron Rd.
Howell, MI 48843

The parties to this Lease voluntarily bind themselves to the covenants contained herein as the basis for the Lease. **1221 Building Group, LLC** whose address is 4926 Chilson Rd. Howell, MI 48843, the Lessor (hereinafter referred to as the LANDLORD), will lease that portion of the building and adjoining space described in this Lease to **Livingston County Public Defender Office** whose address is: 204 S Highlander Way, #5, Howell MI, the Lessee (hereinafter referred to as the TENANT), and the Tenant will pay reasonable rent for said premises.

1) Description. The premises to be leased is:

**1221 Byron Rd.
Howell, MI 48843**

Per the attached floor plan, Exhibit "A", representing approximately 7,001 square feet. Tenant acknowledges that they have seen the space and are satisfied with the dimensions.

2) **Term.** This Lease shall be for a term of 65 months commencing, on or about August 1, 2024 and running through December 31, 2029. This Lease will replace the existing lease between the Tenant and Landlord signed October 24, 2019 which would expire on December 31, 2024. This Lease will coincide with the amendment to the Lease, which added additional space to the Leased premises and was signed by Tenant and Landlord on August 30, 2023 which will expire on July 31, 2024.

As funding for this Lease is contingent upon annual appropriations by the State of Michigan, Tenant may terminate this Lease upon 30 days' written notice to Landlord, if State funding is eliminated or substantially reduced.

3) **Rent.** For the premises described in paragraph 1, and the term set forth in paragraph 2, the Tenant agrees to pay a total rent of Six Hundred Ninety Nine Thousand Dollars One Hundred Twenty and no/100 (\$699,120.00). The rent shall be paid as follows:

The rent shall be paid in monthly installments in advance of the 1st day of each calendar month. The rent schedule is outlined as follows:

| | |
|---|------------------------------|
| August 1, 2024 through December 31, 2024 | \$9,900.00 per month |
| January 1, 2025 through December 31, 2025 | \$10,197.00 per month |
| January 1, 2026 through December 31, 2026 | \$10,502.00 per month |
| January 1, 2027 through December 31, 2027 | \$10,818.00 per month |

January 1, 2028 through December 31, 2028
January 1, 2029 through December 31, 2029

\$11,142.00 per month
\$11,476.00 per month

Rental payments made after the seventh day of the month shall be subject to a One Hundred Dollar (\$100.00) late payment charge, and Tenant agrees that such amounts are not a penalty, but are a reasonable amount to reimburse Landlord for the loss of the use of the funds and the additional administrative costs resulting from late payment.

4) **Security Deposit.** The Tenant has previously paid and Landlord is currently holding a security deposit of Five Thousand Dollars (\$5,000.00). This security deposit shall be continued to be held as security on this Lease. This security deposit will be utilized by the Landlord to return the premises to its condition prior to the inception of this Lease, reasonable wear and tear excepted, except that no charge shall be made for alterations, changes and improvements made with the consent of the Landlord. The security deposit may also be utilized, at the Landlords option, to pay for repairs or damages which are properly the obligation of the Tenant during the term of the Lease. Landlord shall have the right (but not the obligation) to apply all or any part of the security deposit toward any amount that Tenant has failed to pay hereunder on a timely basis.

5) **Place of Payment.** Any payment due from the Tenant to the Landlord under this Lease shall be made at the place the Landlord designates from time to time in writing.

6) **Holding Over.** In the event that Tenant holds over after expiration of this Lease without a written agreement between the parties to renew, extend or otherwise renegotiate the leasehold, the term of this Lease shall continue in effect on a month-to-month basis except that the rent shall be One Hundred and Fifty Percent (150%) of the amount payable during the last month of the lease without prejudice to any claim for damages or otherwise which Landlord may have against Tenant for failure to vacate the premises at the expiration of the term.

7) **Condition of Premises at Time of Leasing.** The Tenant acknowledges that it has examined the leased premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the conditions or state of repairs thereof have been made by the Landlord or its agent that are not expressed herein. The tenant hereby accepts the leased premises in their present condition at the date of the execution of this Lease.

8) **Use and Occupancy.** The premises shall be used during the term of this Lease for a specific commercial purpose, namely: General Office or related practices licensed by the State of Michigan. The premises shall not be used in violation of any law, municipal ordinance, or regulation. Nor shall premises be utilized for any purpose which poses an unreasonable or increased risk of fire or other destructive calamity. Breach of this clause shall permit the Landlord to terminate the Lease forthwith in accord with the Michigan Summary Proceedings Act.

9) **Care of Premises.** The Tenant shall not perform any act or carry on any practices that may injure the building or is a nuisance or a menace to other tenants in the building and shall keep the leased premises clean and free from rubbish and dirt at all times. Landlord shall provide janitorial and cleaning services for the common areas of the building only. Landlord will maintain, the parking areas and landscaped areas (including the maintenance of ground surfaces, exterior trash and debris removal, snow removal and lighting. Tenant shall be responsible for the day-to-day maintenance to the interior of the leased premises. Tenant shall change furnace filters for its office suites. Once suites are occupied by Tenant, Tenant shall be responsible for the maintenance of plumbing, electrical and heating systems inside of the suites. Landlord shall be responsible for failure of the heating and air conditioning systems during the lease period provided they have been properly maintained. Failure shall be determined by the furnace failing to ignite and the air conditioning compressor failing to cool.

10) **Compliance with Law.** The Tenant shall, at its own expense, and under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, county, and state authorities affecting the premises here leased, including but not limited to the cleanliness, signage, safety, occupation and use of the same.

11) **Casualty.** If the premises are damaged or destroyed, in whole or in part, during the term of this Lease, the Landlord shall repair and restore them to good and tenantable condition with reasonable dispatch. If the premises are untenable in whole, the rent shall abate in full until they are restored to good and tenantable condition. If the premises are untenable in part, rent shall abate pro rata until they are restored to good and tenantable condition.

PROVISOS:

A. If delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or to remove its damaged goods, wares, equipment or other property within a reasonable time, the rent shall not abate during the period of the delay so caused;

B. If casualty damage is caused by the negligent or willful acts of the Tenant, its agents or employees, there shall be no rent abatement;

C. If, during the time of repair, the Tenant uses a portion of the premises for storage, Tenant shall be liable for a reasonable storage fee;

D. In the event the leased premises or the building are destroyed to the extent or more than one-half of the value thereof, the Landlord may terminate the Lease forthwith by a written notice to the Tenant.

12) **Loss Caused by Others.** The Landlord shall not be liable to the Tenant for damages occasioned by the acts or omissions of persons occupying adjoining premises or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, which is not the fault of the Landlord.

13) **Repairs.** The Landlord shall keep in good repair the roof, the walls, gutters and downspouts, and exterior painting. However, Landlord shall not be liable for and shall assess the cost of any such repair to the Tenant when the repair is made necessary by the negligent or willful acts of the Tenant, its agents or employees, reasonable wear and tear excepted. The Landlord warrants that the windows, window casings, doors, and door jambs are in good repair and working condition at the time the Tenant takes possession, but Tenant shall thereafter be responsible for keeping them in good repair and working condition except for repairs necessitated by the negligent or willful acts of the Landlord, its employees and agents.

14) **Repairs and Alterations by Tenants.** Tenant will, at its own expense, keep the interior of the leased premises in good repair, and will, at the expiration of this Lease, deliver the premises to the Landlord in like condition to when taken, reasonable use and wear thereof and damage by the elements excepted. Tenant shall not make any alterations, additions, or improvements to the leased premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the leased premises, except moveable office furniture and trade fixtures and moveable equipment installed at the expense of the Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the leased premises at the termination of this lease without molestation or injury.

15) **Advertising Displays.** All signs and advertising displays in and about the premises shall be such as to only advertise the business carried on in said premises and shall be in accordance with the **City of Howell** general ordinances. Tenant may remove any signs at the expiration of the Lease. All signage is subject to the approval of the Landlord. There is marquee signage associated with this lease. Landlord shall approve signage before it is displayed, ordered or installed.

16) **Assignment.** The Tenant shall not assign, transfer, or mortgage this Lease or sublet the leased premises in whole or in part without the Landlord's prior written consent. The Landlord shall have the right to assign this Lease to a new building owner.

17) **Insurance and Indemnification.** Tenant shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the premises or the building arising out of Tenant's use of the lease premises or any act or omission of Tenant, his agents, employees, contractors or invitees. Throughout the term of this lease, Tenant will procure and keep in effect during the term of the lease public liability and property damage insurance for the benefit of Landlord in the sum of Five Hundred Thousand Dollars (\$500,000.00) for damages resulting to one person and One Million Dollars (\$1,000,000.00) for damages resulting from one casualty and Five

Hundred Thousand Dollars (\$500,000.00) property damage insurance resulting from any one occurrence. The Landlord shall be named as an additional insured on the Tenants policy. All policies shall be in such form and with insurance companies as shall be satisfactory to Landlord with a provision for at least thirty (30) days advanced written notice to Landlord in the event of cancellation. At least twenty (20) days prior to the expiration of any such policy, Tenant shall deliver a substitute therefore with evidence of payment of the premiums. If Tenants fail to provide copies of insurance to Landlord, Tenants Rent shall increase by \$200 per month and the increase shall be due accordance with the rent schedule in paragraph 3.

18) **Re-Renting.** Tenant hereby agrees for a period commencing Ninety (90) days prior to the termination of this lease, Landlord may show the leased premises to perspective tenants provided Tenant is given Twenty-Four (24) hour notice of the showing. The Tenant or its representative must in some way be accessible to receive such notice or the requirement to notify is voided. Sixty (60) days prior to the termination of this lease, Landlord may display in and about the leased premises and in the windows thereof, the usual and ordinary FOR RENT signs.

19) **Exterior of Building.** Landlord has not conveyed to Tenant any rights in or to the outer side of the outside walls of the leased premises or the building. Tenant shall be granted the ability to place signage over the west exterior door. All signage shall be at tenants sole expense and shall be approved by Landlord and comply with City of Howell ordinances.

20) **Binding Successors.** This Lease is binding on the respective heirs, successors, representatives and assigns of the parties.

21) **Utilities.** Heating, cooling, gas, electric, water and trash charges for the entire building are the responsibility of the Tenant during the term of this lease. Telephone, internet and cable television charges are the responsibility of the Tenant during the term of this lease.

22) **Taxes.** The Landlord shall pay all ad valorem real property taxes occurring against the premises. Special assessments shall likewise be the obligation of the Landlord. Personal property taxes for any equipment that the Tenant keeps at the premises shall be the responsibility of the Tenant.

23) **Cumulative Remedies.** Remedies, rights and benefits of this Lease are cumulative and shall not be exclusive of any other remedy, right or benefit contained herein or of any remedy, right or benefit allowed by law.

24) **Bankruptcy or Insolvency.** The Landlord may cancel this Lease in the event that the estate created hereby is taken in execution or by other process of law; or if the Tenant is declared bankrupt or insolvent according to law; or if any receiver is appointed

for the business and property of the Tenant; or if any assignment is made of the Tenants property for the benefit of creditors.

25) **Quiet Enjoyment.** Upon performing the foregoing covenants, the Landlord agrees that the Tenant shall and may peaceably and quietly have, hold, and enjoy the leased premises for the term herein.

26) **Notice.** Wherever this Lease requires notice to be served on Landlord or Tenant notice shall be sufficient if mailed by first-class mail with postage fully paid, to the last known address of the party to be served.

27) **Landlords Right to Mortgage.** Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlords interest in the lease premises. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints Landlord the Attorney-in-Fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant.

28) **Real Estate Brokers.** Jeffrey Doyle and David Geoffrey Greeneisen are licensed Real Estate Brokers in the State of Michigan.

In witness whereof, the parties have executed this lease on the ____ of _____, 2024.

LANDLORD:
1221 BUILDING GROUP, LLC

TENANT:
COUNTY OF LIVINGSTON, ON BEHALF
of LIVINGSTON COUNTY PUBLIC DEFENDER

By: Geoffrey Greeneisen
Its: Member

By:

All Rent Checks shall be made out to:

1221 Building Group, LLC

All Rent check shall be mailed to the building manager at:

Rescue LLC
4926 Chilson Rd.
Howell, MI 48843

Rescue Contact:
O (517) 545-1200
Jeff Doyle or Geof Greeneisen