

**GROUND LEASE AGREEMENT  
BETWEEN  
LIVINGSTON COUNTY AND  
PUTNAM TOWNSHIP**

**THIS GROUND LEASE** is made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 2024, by and between **PUTNAM TOWNSHIP**, \_\_\_\_\_ ("Landlord") and the **and LIVINGSTON COUNTY**, a municipal corporation, with an address 304 E Grand River Ave, Suite 201, Howell, MI 48843("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner in fee simple of certain real property more particularly described on Exhibit A (the "Property"); and

**WHEREAS**, Landlord wishes to lease the Property to Tenant and Tenant wishes to the Lease the Leased Property from Landlord; and

**WHEREAS**, Landlord acknowledges that Tenant presently intends to construct, operate and maintain an emergency medical service ("EMS") base (the "EMS Base" or "Improvements") on the Leased Property; and

**WHEREAS**, Landlord desires to lease certain property to Tenant to operate the transportation system; and

**NOW, THREERFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Lease.

A. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Property which shall be designated portion known as 3260 W M36, Pinckney 48169, MI, and legally described on Exhibit B, attached hereto and, together with a grant of right to utilize all of Landlord's easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power, communication, internet, other utility lines and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Property, to have and to hold the Leased Property during the Term of this Lease, an extended term, a holdover term or unless and until sooner terminated as expressly provided in this Lease, together with the easements and rights granted to Tenant as described in this Lease

B. Landlord warrants that it has fee simple title to the Property and Leased Property and that the Leased Property shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever.

C. Landlord represents and warrants that there are no public or private restrictions, easements or conditions of any kind whatsoever, including, but not limited to, those appearing in the title to the Leased Property or in any plat thereof, nor any ordinances, statutes or regulations, including, but not limited to, set-back, side-yard and buffer restrictions, sign, curb-cut and parking requirements, that would in any manner prevent, limit or restrict the use of the Leased Property by Tenant for the Permitted Uses in the manner herein intended.

D. Landlord also grants to Tenant, appurtenant to the leasehold estate, the easements and rights in the nature of easements required for Tenant's use of the Leased Property, including, but not limited to, perpetual, non-exclusive utility easements, storm water and sewer easements, detention easements, parking easements sufficient for Tenant's intended use of the Leased Property, and ingress/egress easements for vehicular and pedestrian access from and to the Leased Property from dedicated public roads over and across and through adjoining tracts and other necessary tracts.

E. Landlord and Tenant shall execute and record, at Tenant's expense, a recordable Memorandum of Lease.

2. Term.

A. The term of the Lease shall be ninety-nine (99) years from the Commencement Date, subject to termination as otherwise provided in this Lease (the "Term").

B. Tenant shall have the right to renew the initial Term for up to \_\_\_\_ additional rental periods of five (5) years, by providing Landlord with written notice not less than 90 days prior to the expiration of the initial Term. Landlord agrees to accept the Rent set forth in this Lease for any extension or for any holdover. Such extended or holdover tenancy, in the absence of mutual written agreement to the contrary, shall be subject to all the terms of this Lease, except as to the Term.

C. Notwithstanding the Term or any other provision of this Lease, Tenant may terminate this Lease for any reason upon one hundred eighty (180) calendar days written notice to Landlord. In the event of such early termination, the Landlord's sole and exclusive remedy for such early termination shall be either the a. Tenant's surrender of the Improvements to the Landlord in as-in condition; or b. At the request of Landlord, and at Tenant's cost, the demolition and removal of the Improvements from the Leased Property.

3. Surrender.

A. At the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant agrees to surrender and deliver to Landlord the Leased Property including Improvements as then constituted and in as-is condition.

B. Tenant at all times during the term of this Lease and prior to surrender Tenant reserves the right but not the responsibility to remove the Improvements from the Leased Property.

C. Tenant shall have the right at any time during the Term an extended term, a holdover term, or the earlier termination of this Lease, to remove all or any furnishings and equipment from the Leased Property provided that such encumbrance shall at all times be subject and subordinate to, and shall not affect or become a lien upon, Landlord's right, title or estate in the land itself of the Leased Property.

D. Tenant shall have the absolute right to pledge, encumber, or hypothecate its interest in the Improvements and in this Lease without the consent of Landlord.

E. Tenant shall have the absolute right to assign or subcontract its interest in the Improvements and in this Lease without the consent of Landlord so long as for or in furtherance of a Permitted Use. Assignment for other than/in furtherance of a Permitted Use or a commercial purpose is not permitted without written consent of the Landlord.

4. Use of the Leased Property.

A. Construction of Improvements: Tenant shall be solely responsible for the costs and all have discretionary authority over all design and construction and decisions regarding the Improvements, including but not limited to construction schedule, building design, layout, fixtures, and selection of contractor(s) or materials related to the construction of the Improvements. Tenant, at its own expense, shall furnish the EMS Base or the Improvements. Tenant will be responsible for obtaining any legally required licenses, permits or approvals required by any federal, state or local authority in connection with its use of the Leased Property. Landlord will reasonably cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals

B. Permitted Uses. Tenant shall use and occupy the Leased Property in connection with the provision of public services and staffing assigned the Tenants discretion. The public services are initially intended to be EMS services and any incidental and related business, but could also include future public safety services including, but not limited to a future established EMS authority, a multi-jurisdictional or regional EMS entity, law enforcement outpost, public health satellite, veterans affairs outreach, MSU extension or other non-commercial and non-residential public services.

In no case use the Leased Property be utilized by the Tenant for any activity deemed extra hazardous on account of fire. The Leased Property shall not be utilized by the Tenant or succession for residential/boarding uses incongruent with the operation of the township campus (such as group homes, homeless shelters, animal shelters) nor for commercial use without approval of Landlord. Tenant shall not use the Leased Property, or permit the Leased Property to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance, or regulation of any government authority. Nothing in this Agreement shall be interpreted to require that the Tenant maintain of

services, provide a level of minimum staffing, or establish or maintain any hours of operation for services at the Leased Property. Tenant retains and shall have the sole and exclusive right to manage and operate all its operations and activities within applicable ordinances as to all matters not specifically and expressly limited by this Lease.

C. Irrespective of any other provisions of this Lease, the obligations of Tenant under this Lease are conditioned upon Tenant's sole satisfaction of the following items: (i) the proper zoning of the Leased Property and issuance of appropriate permits for the construction of the contemplated Improvements and use thereof by Tenant; (ii) the issuance to Tenant of all permits, licenses and approvals by all public authorities which are required in order for Tenant to carry on its business or construct the contemplated Improvements upon the Leased Property; (iii) the soil and subsurface of the Leased Property conforming in their present condition to Tenant's requirements for construction and maintenance of the contemplated Improvements. If Tenant is not satisfied with any of the foregoing, the Lease shall terminate upon written notice to Landlord, and neither Party shall have any further rights, obligations or duties to the other.

D. Exterior Signage. The EMS Base shall have an exterior sign that is consistent with County EMS branding. Tenant shall be solely responsible for the costs of the signage. Tenant shall have discretionary authority over all design and placement of such signage. Tenant shall manage design, fabrication installation of the signage. Landlord, without expense to itself, shall cooperate with Tenant in securing any permit and authority necessary, from time to time, for the erection or installation of said sign.

If a signage is erected, then upon the expiration of this lease, Tenant shall, at its own expense, remove said sign from the Leased Property, repair any damage to the Leased Property caused thereby, and restore the signage portion of the Leased Property to the same condition, reasonable use and wear thereof and damage by the elements excepted. Tenant shall comply with all applicable laws and regulations with regard to installation and removal.

E. Access: Use or entry to the Improvements is restricted to personnel or invitees of the Tenant. Tenant shall permit authorized representatives of Landlord, with reasonable notice by the Landlord and at reasonable hours when the Improvements are staffed, access to the Leased Property provided that said limited access will not interfere unreasonably with the activities of Tenant or Tenant's employees.

F. Alterations Or Replacement of Improvements. Tenant may, from time to time during the Term, an extended term or a holdover term, at its own expense and in its sole discretion remodel the Improvements, construct additional or replacement Improvements, install trade fixtures, and make such structural or nonstructural changes, alterations, additions, and improvements, on or to the Leased Property which it may deem necessary or desirable to better adapt, in the sole judgement of the Lessor, the Leased Property for the Permitted Uses, but same shall be done in a good and workmanlike manner and in accordance with all valid municipal and state requirements applicable thereto.

Upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease, Tenant may remove such decorations, changes, alterations, additions, improvements, and trade fixtures installed by it on or to the Leased Property if such removal will not do substantial damage to the structural Improvements which may be surrendered to the Landlord. Any decorations, changes, alterations, additions, improvements, and trade fixture which are not removed by Tenant upon the expiration of the Term, an extended term, a holdover term, or the earlier termination of this Lease will become the sole property of Landlord.

5. Carefree Lease. It is expressly understood and agreed by Tenant that this is a carefree lease and that all costs, expenses, liabilities and obligations arising from, or in connection with, the use and occupancy of the Leased Property during the Term extended term, a holdover term shall, except as may be expressly otherwise provided herein, be borne by and be the obligations of Tenant.
6. Rent. Tenant covenants and agrees to pay One and NO/100 Dollar (\$1.00) per year to Landlord as rent for the Leased Property such rent to be payable to Landlord at Landlord's above address in advance, without any setoffs or deductions. At the Tenant's option, rent for multiple years or the entire Term, or for an extended term, may be paid in advance.
7. Interest. Any rent, late fees or other sums payable by Tenant to Landlord under this Lease which are not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and payable as additional rent on or before the next rental payment date, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Lease until actually paid by Tenant.
8. Utilities. Tenant shall undertake and be responsible for having all utilities metered and installed in its name relating to the Leased Property, and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies.
9. Snow Removal, Lawn Maintenance, Trash Removal Landlord shall be responsible for trash removal, lawn maintenance, landscaping and snow removal at the Leased Property. Special trash pickups or special services requested by the Tenant will be billed to the Tenant.
10. Property Taxes. The Parties acknowledge Landlord and Tenant are tax exempt. Tenant shall not be responsible for property taxes (as hereinafter defined) so long as Tenant is an entity exempt from property taxes. Landlord agrees to not to take any action or undertake any conveyance of the Leased Property which may jeopardize the tax-exempt status the Leased Property without prior notice and written approval by the Tenant.
11. Maintenance of the Leased Property. During the lease term, Tenant shall be responsible to keep and maintain the Leased Property in good repair and Tenant shall not allow, suffer or permit the condition of the Improvements to constitute a nuisance.

Landlord covenants to operate and maintain the parking areas and sidewalks in good repair. The Landlord and Tenant shall share, on a proportionate basis to the number of dedicated parking spaces reserved for use by the Tenant, the costs of resurfacing and repair of the parking area, ingress and egress driveways, and sidewalks. The Landlord shall obtain approval of the cost estimate and repairs by the Tenant prior to engaging in such repairs.

12. Insurance:

A. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force commercial general liability insurance for claims for personal injury, death or property damage, occurring in or about the Leased Property, with limits of not less than \$2,000,000.00 in respect to death or injury of a single person, not less than in respect to any one accident, and not less than \$1,000,000.00 in respect to property damage. The minimum insurance limits in this paragraph shall be adjusted during the term of this Agreement at least intervals every five (5) years in an amount not less than the cumulative consumer prices index increase for the preceding five (5) year period.

B. Tenant, at all times during the Term of this Lease from and after the Commencement Date, at its expense will procure, maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the Improvements to be constructed or installed on the Leased Property by Tenant and the Tenant's equipment for the insurable value thereof. In the event of any loss covered by such insurance, the proceeds therefrom shall be payable to Tenant.

C. Certificates for all such insurance will be delivered to Landlord.

D. Tenant may, at its option, provide the insurance required under this Section in a blanket policy or policies of insurance.

13. Destruction of the Improvements or Condemnation.

A. If the Improvements on the Leased Property shall be damaged or destroyed by fire or other casualty, Tenant, may, but is not required to, reconstruct the Improvements or make necessary alterations, repairs and/or replacements to such Improvements. If Tenant elects, in its sole judgment to not reconstruct or make alterations, repairs or replacement, then Tenant may, by written notice to Landlord, cancel this Lease as of the date of such damage, with insurance proceeds being paid to Tenant. However, in such event, it shall be the responsibility of Tenant to, and Tenant shall bear the sole costs of demolition, dismantling and removal of the Improvements from the Leased Property,

B. If the whole or portion of the Leased Property shall be appropriated or condemned under power of eminent domain or by any competent authority for any public or quasi-public use or purpose during the Term of this Lease, or any renewal or extension hereof, Tenant reserves unto itself the right to prosecute its claim for an award for damages for

the termination of this Lease and its loss of its interest under that Lease caused by such appropriation or taking, together with damages based on the value of fixtures and Improvements erected or installed on the Leased Property and other damages Tenant may sustain removal, relocation and replacement costs and expenses caused by such appropriation or taking. Such claim by Tenant shall not impair any rights of Landlord for such appropriation and taking of, or the injury to, the Landlord's interest in this Lease and or to Landlord's remainder interest in the Property. In such event, this Lease shall terminate when Tenant can no longer use the Leased Property

14. Compliance with Law. Tenant hereby covenants to Landlord that it will comply with all laws governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the Leased Property.
15. Event of Default, Remedy, and Right to Cure
  - A. Default. The following shall each constitute an "Event of Default":
    1. Tenant fails to make any required payment due under this Lease.
    2. Tenant or Landlord fails to perform any obligation or condition or to comply with any term or provision of this Lease.
  - B. Remedy. Upon the occurrence of an Event of Default which continues for a period of thirty (30) days after receiving written notice of the default, if such Event of Default is not cured than the Party the right to terminate this Lease.
  - C. Landlord and Tenant's Right to Cure Default. If Landlord or Tenant shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to pay rent, make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the other Party shall have the right, at its option, after notice to the other Party to cure such breach at the other Parties expense.
16. Covenant of Quiet Enjoyment. Landlord covenants that Tenant, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said Leased Property during the term of this Lease.
17. Notices. All notices required or permitted under this Lease shall be deemed properly served if mailed to the addresses of the parties hereto. Unless hereinafter changed by notice in writing, notices shall be sent to:

Landlord:

Putnam Township Supervisor and Putnam Township Clerk, 3280 W M36, Pinckney MI. 48169

With copy to:

Putnam Township Fire Chief, 3250 W M36 Pinckney, MI. 48169

Tenant:

Livingston County Administrator, 304 E Grand River Ave, Howell, MI. 48843

With copy to:

Livingston Count EMS Director, 1911 Tooley Rd, Howell, MI 48855

18. Failure to Require Strict Performance. A Party's failure to require strict performance of any of the provisions of this Lease shall not waive or diminish the Party's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. Rights under this Lease are cumulative and not alternative.
19. Amendment. This Agreement may be amended only by the mutual consent of the Parties, upon official action of the County Board of Commissioners and the Township Board each approving said amendment, and by the execution of said amendment by the Parties to this Agreement or their successors in interest
20. Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.
21. No Third-Party Beneficiaries. This Lease is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Lease.
22. Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and permitted assigns.
23. Severability: If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.
24. Not A Partnership. The provisions of this Lease are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.



25. Governing Law: The laws of the state of Michigan shall govern the interpretation, validity, performance and enforcement of this Lease.
26. Entire Agreement. Lease constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.
27. Construction. Tenant acknowledges that Tenant and Tenant's counsel have closely reviewed this Lease and been afforded the opportunity to obtain the advice of counsel in connection with such review. In light of this, Tenant agrees that the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Lease.
28. Right Of First Refusal. If at any time during the Term or extended term Landlord shall receive a bona fide offer from any person, persons, organization or organizations to purchase in whole or in part the Leased Property, the Landlord shall promptly send to Tenant a copy of the proposed contract and notify the Tenant of its intention to accept the offer. Tenant shall have the right within thirty (30) days to accept the terms of the contract in writing to purchase the Leased Property for the purchase price and on the terms specified in the contract. If the Tenant shall not so elect within such period, Landlord may then sell the Property to the offeror provided the sale is on the terms and conditions and for the price set forth in the contract sent to Tenant.

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed and delivered this Lease the day and year first above written.