

**GRANT PARK LEASE AGREEMENT**  
**2025/26**

THIS GRANT PARK LEASE AGREEMENT ("Lease") is made and entered into as of July 1, 2025 ("Effective Date"), by and between the **ROYAL OAK SCHOOLS, (f/k/a SCHOOL DISTRICT OF THE CITY OF ROYAL OAK)**, a Michigan general powers school district, whose address is 800 DeVillen Avenue, Royal Oak, Michigan 48073 (hereinafter referred to as "Landlord") and the **CITY OF ROYAL OAK**, a Michigan municipal corporation, whose address is 203 S. Troy Street, Royal Oak, Michigan 48067 (hereinafter referred to as "Tenant"). Landlord and Tenant may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Landlord and Tenant entered into an Agreement of Lease on May 7, 1980 which became effective on May 1, 1980 and expired on April 30, 2005 ("Original Agreement of Lease").
- B. The Original Agreement of Lease was entered into for the purpose of leasing what was then commonly known as the Grant School Site to the City to be utilized for a public park and recreational site.
- C. The Original Agreement of Lease was later amended and extended by the Parties for an additional five (5) years, which became effective on January 24, 2005 and expired on April 30, 2010 (the "Original Agreement of Lease" and the subsequent amended Lease are collectively referred to herein as the "Original Lease").
- D. The Parties thereafter entered into a Lease Agreement on or about February 18, 2013 which was effective from the date the Original Lease expired and thereafter expired by its terms on June 30, 2020 (the "2013 Lease").
- E. The Parties thereafter entered into a Lease Agreement on or about July 1, 2020 which was effective from the date the 2013 Lease expired and thereafter expired by its terms on June 30, 2024 (the "2020 Lease").
- F. The Parties thereafter entered into a Lease Agreement on or about July 1, 2024 which was effective from the date the 2020 Lease expired and thereafter expired by its terms on June 30, 2025 (the "2024 Lease").
- G. This Lease shall commence on the Effective Date of this Lease but shall be effective from the end of the 2024 Lease, being July 1, 2025, and shall expire on June 30, 2026, unless extended or earlier terminated pursuant to the terms and conditions hereof.
- H. It is the Parties' intent that on the Effective Date this Lease shall supersede and take precedence over the Original Lease and the 2013 Lease and 2020 Lease and the 2024 Lease, as the Original Lease and 2013 Lease and 2020 Lease and 2024 are hereby amended and restated in its entirety as if the same had been originally incorporated therein.

NOW, THEREFORE, in consideration of the mutual promises herein contained the Parties hereto agree as follows:

1. Leased Premises: Landlord hereby leases to Tenant and Tenant hires from Landlord the premises commonly known as Grant Park and more specifically described in the attached **Exhibit A** (the "Leased Premises").

2. Term: The term of this Lease shall commence on July 1, 2025 and terminate on June 30, 2026 (the "Lease Term"), unless extended pursuant to Paragraph 27 or terminated pursuant to Paragraph 28 hereof. Tenant hereby acknowledges that it has no expectation of a lease beyond June 30, 2026.

3. Rent: In consideration of the foregoing and the mutual covenants contained herein, Tenant shall annually pay to Landlord during the Lease Term the sum of One and 00/100 (\$1.00) Dollar ("Rent"). In addition to the Rent payments as herein specified, Tenant is responsible for the payment of utilities, maintenance and repairs to the Leased Premises, insurance, taxes and special assessments levied against the Leased Premises in accordance with the other terms and conditions of this Lease.

4. Use of Leased Premises: Tenant shall use and occupy the Leased Premises solely for public park and recreational purposes and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant's principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, and Landlord has given Tenant ten (10) days' prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Tenant agrees to pay all reasonable charges that Landlord shall pay for hauling rubbish and dirt. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have the same remedy as is provided in this Lease in the event of Tenant's failure to pay.

5. Acceptance of the Leased Premises: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof has been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the Effective Date of the Original Lease.

6. Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any and all alterations, additions, or improvements approved by the Landlord and made by the Tenant, at

Tenant's sole cost and expense, upon the Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, provided, however, upon the termination or expiration of this Lease, Tenant shall immediately notify Landlord in writing of whether or not it intends to remove any of its playground equipment from the Leased Premises. If Tenant intends to remove such playground equipment from the Leased Premises, as specified in the above notice requirement, it must do so at its sole cost and expense and complete such removal within sixty (60) days of the termination or expiration of the Lease Term. Landlord shall have the option, upon the expiration or sooner termination of this Lease, to require the Tenant to remove certain or all of the improvements from the Leased Premises. In that event, Tenant must do so at its sole cost and expense and complete such removal within sixty (60) days of the termination or expiration of the Lease Term. Upon removal of any improvements by Tenant, Tenant shall, at its sole cost and expense, restore the Leased Premises to its original condition at the beginning of this Lease. All such alterations, improvements, or physical changes shall be done at Tenant's sole expense and shall be performed in a good and workmanlike manner by a reputable contractor.

7. Maintenance and Repairs: Tenant shall be responsible for all maintenance of and repairs to the Leased Premises, including its playground equipment and any approved improvements. The Tenant must repair and maintain the Leased Premises at Tenant's sole cost and expense. The Leased Premises shall be kept in a good and safe condition. All charges and other costs of every kind and nature in connection with the maintenance, upkeep and preservation of the Leased Premises shall be borne and paid for by the Tenant. Additionally, Tenant shall be responsible for any and all damages to the Leased Premises caused by the negligence or willful acts of the Tenant and the Tenant's agents, representatives, employees, invitees and/or licensees. Also, Tenant shall furnish, at its own expense, all necessary services for the operation of the Leased Premises including lawn care, landscaping and snow removal.

8. Utilities: Tenant shall pay directly for the cost of any and all utilities, if any, including but not limited to, electricity, gas, water and sewer, and trash pickup, supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible for any loss or interruption of utility services.

9. Insurance: Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect its municipal general liability insurance to cover the Leased Premises, including any approved improvements thereto, with full replacement coverage against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord, and any damage or injuries to persons or property related to Tenant's use. The policy or policies of such insurance shall be endorsed to name the Landlord as an additional insured. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of Landlord shall thereby be

as fully protected as they would otherwise if this option to Tenant to use blanket policies were not permitted.

10. Indemnification: Tenant shall indemnify, defend and hold harmless Landlord, its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Tenant's, its agents, representatives, employees, contractors, licensees and invitees use and occupancy of the Leased Premises, from the negligence of Tenant, its agents, representatives, employees, contractors, licensees and invitees and/or from Tenant's, its agents, representatives, employees, contractors, licensees and invitees violation of any of the terms of this Lease.

11. Insurance - Waiver of Subrogation: Landlord and Tenant hereby waive and release any right of subrogation which either of them might have against the opposite Party for any loss or damage sustained to their respective property interest, to the extent that such loss or damage is covered by an applicable insurance policy or policies. Such policy or policies shall contain appropriate clauses or endorsements under the terms of which the insurer waives all right of subrogation against the Landlord or the Tenant, as the case may be.

12. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

13. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This

definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the term of this Lease.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

#### 14. Environmental Indemnification

A. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its successors, assigns, officers and members of its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises by the Tenant, or violation of any Environmental Laws, from and after the date of this Lease by the Tenant; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances generated by the Tenant; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises caused by the Tenant; and (iv) compliance with, defense of, and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws by the Tenant.

B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

15. Default and Termination: If Tenant shall default in the payment of Rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice

from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the Parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such Party's right to enforce the same upon any subsequent occasion or default.

16. Surrender of Leased Premises: Upon the expiration of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and subject to Paragraph 6 hereof Tenant shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal.

17. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall cause all approved construction to occur lien-free and in compliance with all other applicable laws and ordinances. If any such construction liens shall attach, Tenant shall bond it off or otherwise cause it to be discharged within fifteen (15) days from the date of its filing.

18. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

19. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease. Tenant shall obtain any and all licenses and/or permits required for its use of the Leased Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense. Notwithstanding same, Landlord will cooperate with Tenant in sustaining its right to use the Leased Premises pursuant to this Lease in the event of an attempt by any governmental agency to prevent such use.

20. Holding Over: Any holding over by the Tenant after the expiration or termination of this Lease, without the consent of Landlord, shall be construed to be a tenancy from month to month

and the Rent to be paid by Tenant shall be One Thousand and 00/100 (\$1,000.00) Dollars per month. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of Landlord, and Tenant shall be a Tenant at sufferance only during the period of any such holding over without the consent of Landlord.

21. Taxes and Special Assessments: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

22. No Waiver: The failure of either Party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either Party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing.

23. Notices: All notices regarding this Lease are to be in writing and delivered, or mailed by first class mail postage paid, by one Party to the other Party at the Party's respective address set forth in the preface of this Agreement. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

24. Heirs and Assigns: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

25. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

26. Condemnation: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of the Landlord.

27. Extension: This Lease may be extended by mutual written consent of Landlord and Tenant for subsequent five (5) year terms. Said extension shall commence on July 1<sup>st</sup> of the year of the extension and end on June 30<sup>th</sup> five years later, unless extended or earlier terminated pursuant to the terms and conditions hereof. If Tenant wishes to extend this Lease, Tenant shall give Landlord a minimum of one hundred twenty (120) days advance written notice of Tenant's intention to extend.

28. Termination: This Lease may be terminated by Landlord at any time and for any reason upon ninety (90) days advanced written notice to Tenant.

29. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Lease:

- A. Time is of the essence of each provision of this Lease.
- B. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.
- C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.
- D. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan.
- E. This Lease contains all of the agreements of the Parties and cannot be amended or modified except by a written agreement.
- F. The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

**LANDLORD:**

ROYAL OAK SCHOOLS

By:\_\_\_\_\_

Its:\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

**TENANT:**

CITY OF ROYAL OAK

By:\_\_\_\_\_

Its: Mayor\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_

Its: Clerk\_\_\_\_\_



STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of Royal Oak Schools, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of the Royal Oak Schools and who acknowledges the same to be the free act and deed of the Royal Oak Schools.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires:

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ of the City of Royal Oak, a Michigan municipal corporation, to me known to be the same persons who executed the within instrument on behalf of the City of Royal Oak and who acknowledge the same to be their free act and deed of the City of Royal Oak.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission expires:

## **EXHIBIT A**

### **Legal Description of the Leased Premises**

Land in the City of Royal Oak, Oakland County, Michigan described as:

Lot 1 through 9 inclusive, Lots 190 through 209 inclusive, also the North ½ of vacated Fifth Street adjacent to Lots 2 through 7, inclusive of FOURTH AVENUE SUBDIVISION, according to the plat thereof as recorded in Liber 17, Pages 1 and 1A of Plats, also Lots 80 to 85, inclusive and Lots 98 to 103, inclusive, and all of vacated alley adjacent to same, also the South ½ of vacated Fifth Street adjacent to said Lots 98 to 103, inclusive, of REPLAT OF ALEX KNOWLES SUBDIVISION, according to the plat thereof, recorded in Liber 25, Page 4, Oakland County Records.