

LEASE AGREEMENT

This Lease Agreement is made, effective the ____ day of _____, 20____, between the County of Ottawa, a Michigan municipal corporation (hereinafter "Ottawa County"), and Georgetown Charter Township, a Michigan municipal corporation (hereinafter "Georgetown Township"), with reference to the following facts and circumstances:

A. Ottawa County is the owner of a certain parcel of land located behind the Ottawa County Human Services Building, at 3100 Port Sheldon Road, Hudsonville, Michigan 49426.

B. Georgetown Township desires to lease, develop and use the property owned by Ottawa County as soccer, football, softball and/or baseball fields for the residents of Georgetown Township, for recreational use in functions not affiliated with any school program.

C. Ottawa County is willing to lease the property to Georgetown Township for such development and use, on the terms set forth herein.

WHEREFORE THE PARTIES, in consideration of the mutual promises set forth herein, and for other and good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Leased Premises: Ottawa County leases to Georgetown Township upon the terms and conditions set forth herein, a portion of its property located behind the Ottawa County Human Services Building, 3100 Port Sheldon Road, Hudsonville, Michigan 49426, as more specifically identified in the not-to-scale drawing attached hereto as Exhibit "A" and the property description attached hereto as Exhibit "B", (hereinafter "the leased premises").

2. Term: The term of this Lease Agreement shall be for an original lease term of fifteen (15) years, commencing upon execution of this Lease and extending through December 31, 2031. At the sole option of Ottawa County, upon the written request of Georgetown Township,

this Lease Agreement may be continued for only one (1) five-year renewal period, following expiration of the original lease term. At the end of the Lease, or at the end of the five-year renewal period, the leased parcel must be returned to the County free of any encumbrances unless accepted by the County or Georgetown Township may enter into a purchase arrangement with the County, on terms acceptable to Ottawa County.

3. Rent: During the original lease term, Georgetown Township agrees to pay a rent of \$1 per year for the leased premises. Receipt of payment for the first year of the Lease Agreement is acknowledged upon execution of the Lease Agreement. Rental for any one-year renewal period following expiration of the original lease term shall be set at an amount to be agreed to by the parties prior to the commencement of any and each one-year renewal period.

4. Development and Use of the Leased Premises: Georgetown Township shall develop and use the leased premises exclusively as soccer, football, softball and/or baseball playing fields for recreational use in functions not affiliated with any formal school program. To that end, Georgetown Township may, at their cost and expense, make physical changes and improvements to the leased premises, including grading, leveling, seeding, mowing, weed control, the installation of sprinkling systems, general and routine upkeep and maintenance, the installation and servicing of portable sanitation facilities, and shall fence the ponds and ditches on or near the leased premises to assure the safety of the general public. Georgetown Township agrees to maintain and service a drive along the easterly boundary line of the leased premises and to make appropriate curb cut and access improvements, to provide access to the leased premises. The leased premises shall be maintained in a clean, orderly and dust-free condition by Georgetown Township. All improvements to and uses of the leased premises shall be subject to the general approval of Ottawa County, and all operations, maintenance, and activities at the leased premises

shall be conducted in such a manner so as to minimize any negative impacts upon surrounding properties and/or upon the regular business operations of Ottawa County.

5. Other Activities and Development of Leased Premises Prohibited Without Prior Written Consent of Ottawa County. Uses and activities on the leased premises which are inconsistent with its development and use as soccer, football, softball and baseball playing fields are strictly prohibited without the prior written consent of Ottawa County, and such development and use may, at the sole option of Ottawa County, be grounds for immediate termination of the Lease Agreement. Georgetown Township shall not: (i) erect buildings or other structures on the leased premises except that concession stands and/or public restrooms may be placed on the premises following design and location approval by Ottawa County, (ii) install lights, (iii) install hard-surface parking lots or drives, or (iv) affix anything permanently to the leased premises, without the prior written consent of Ottawa County. Prior to making any such changes and erecting any structures, Georgetown Township shall submit a development plan for the leased premises to Ottawa County, which must be approved by Ottawa County. Georgetown Township shall faithfully observe and comply with all laws, local ordinances, and lawful police and health regulations applicable to the use of the leased premises, shall not do or permit to be done any act or thing upon the leased premises that will increase the cost of insurance thereon, nor do anything thereon that may be dangerous to life or limb. Georgetown Township shall not in any manner deface or injure the lease premises; or permit any objectionable noise or odor to be emitted therefrom, or permit anything to be done on the leased premises tending to create a nuisance or to disturb and annoy residents in the area of the leased premises.

6. Acceptance of Premises: Except as Ottawa County and Georgetown Township may otherwise agree in writing, the leased premises are accepted and leased in the condition in which they are found on the effective date of this Lease Agreement.

7. Assignability, Licensing, and Subletting: Georgetown Township shall not in any way encumber this Lease Agreement, nor assign, license the use of, or sublet the leased premises or any portion thereof, without the prior written consent of Ottawa County.

8. Utilities: Georgetown Township shall pay for and be solely responsible for any utilities used by them on the leased premises. Ottawa County shall not be liable for any failure or interruption of utilities which service the leased premises.

9. Indemnity, Hold Harmless, and Liability Insurance: During the lease term and any renewal period, Georgetown Township shall protect, indemnify and hold harmless Ottawa County, its employees, officers, agents, and assigns, from any loss, damage, expense, or payment of any kind arising out of any accident or other occurrence on the leased premises, as well as for damage or injury to any person or property occurring on the leased premises. Georgetown Township shall provide and keep in force comprehensive general liability and property damage insurance with coverage of not less than \$1,000,000 per accident or occurrence and \$500,000 for property damage, and shall cause Ottawa County and its employees, officers, agents and assigns to be named as additional insureds thereunder. Proof of the existence of such insurance shall be provided at the commencement of this Lease Agreement, and at such other and further times thereafter as Ottawa County may reasonably request.

10. Risk To Personal Property; Fixtures: Any personal property fixtures kept on the leased premises by Georgetown Township shall be at their sole risk. Any insurance maintained by Georgetown Township on such property or fixtures shall contain a clause or endorsement

under which the insureds waive all right of subrogation against Ottawa County, its employees, officers, agents, and assigns with respect to losses payable under such policy, and Georgetown Township and their respective employees, officers, agents and assigns, hereby waive all rights of recovery which they might otherwise have against Ottawa County, its employees, officers, agents and assigns for any damage to their property which occurs or may occur as a result of activities on the leased premises.

11. Default and Termination: Except as otherwise provided in paragraph 5 of this Lease Agreement, if Georgetown Township defaults in the performance of their obligations under this Lease Agreement, and shall not cure that default within thirty (30) days of receiving written notice of such default, then this Lease Agreement may be immediately terminated by Ottawa County, at its sole option, at any time thereafter, by giving written notice of its termination. Upon termination of this Lease Agreement, Ottawa County may, if it elects to do so, forthwith and without further notice, re-enter and go on the leased premises and dispossess Georgetown Township or any other occupant of the leased premises and remove their effects and hold the premises as if this Lease Agreement had not been made. Ottawa County will also be entitled to any other remedies that may be provided by law.

12. Termination Without Cause By Any Party On Two-Year Written Notice, After the First Ten-Years of the Lease: During the lease term, this Lease Agreement may be terminated without cause by any party by giving two-year prior written notice after the first ten years of the Lease.

13. Surrender of Premises: Upon expiration of the original lease term, or any extension thereof, or upon termination of this Lease Agreement, Georgetown Township shall quit and surrender the leased premises to Ottawa County in good order and condition, shall remove all of

their property from the leased premises, and shall repair any damage to the leased premises caused by such removal. The leased premises shall, at the exclusive direction of Ottawa County, be returned to its original condition, or be left in such modified condition as Ottawa County may reasonably direct. Any personal property of Georgetown Township, or of anyone claiming under Georgetown Township, which shall remain on the leased premises after the expiration or termination of the lease term shall be deemed to have been abandoned, and may either be removed by Ottawa County as its property or may be disposed of in such a manner as Ottawa County may see fit, and Ottawa County shall not be responsible for the same.

14. Access to Premises: Ottawa County, its employees, officers, agents, and assigns shall have the right to enter upon and cross the leased premises at all reasonable hours for the purpose of inspecting the same, preventing waste, loss or destruction, removing obstructions, for conducting its normal and necessary business operations on or near the leased premises, or to enforce any of its rights or powers under this Lease Agreement.

15. Rules and Regulations: Ottawa County reserves the right to adopt such rules and regulations for use of the leased premises which are not inconsistent with the provisions of this Lease Agreement. Written notice of any such rules and regulations shall be given to Georgetown Township prior to their effective date.

16. Signs: Georgetown Township shall not erect or install any sign or signs on the leased premises without the prior written consent of Ottawa County.

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

18. Notices: All notices required hereunder shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to:

Keith VanBeek
Ottawa County Assistant Administrator
Fillmore Complex
12220 Fillmore Street
West Olive, Michigan 49460

Dan Carlton, Manager
Georgetown Charter Township
Township Hall
1515 Baldwin, PO Box 769
Jenison, Michigan 49429

19. Subject to Prior Easements, Agreements As to Use and Access: This Lease Agreement is accepted by Georgetown Township subject to all prior easements of record and all prior agreements, if any, as to the use of or access across the leased premises.

20. Entire Agreement: This Lease Agreement constitutes the entire Agreement between the parties concerning the lease, development, and use of the leased premises. All prior and contemporaneous oral or written agreements are merged herein. Except as otherwise provided herein, this Lease Agreement may not be modified by any party without the written consent of all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective on the date set forth above.

COUNTY OF OTTAWA

By: _____
Joseph S. Baumann, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, Ottawa County Clerk/Register

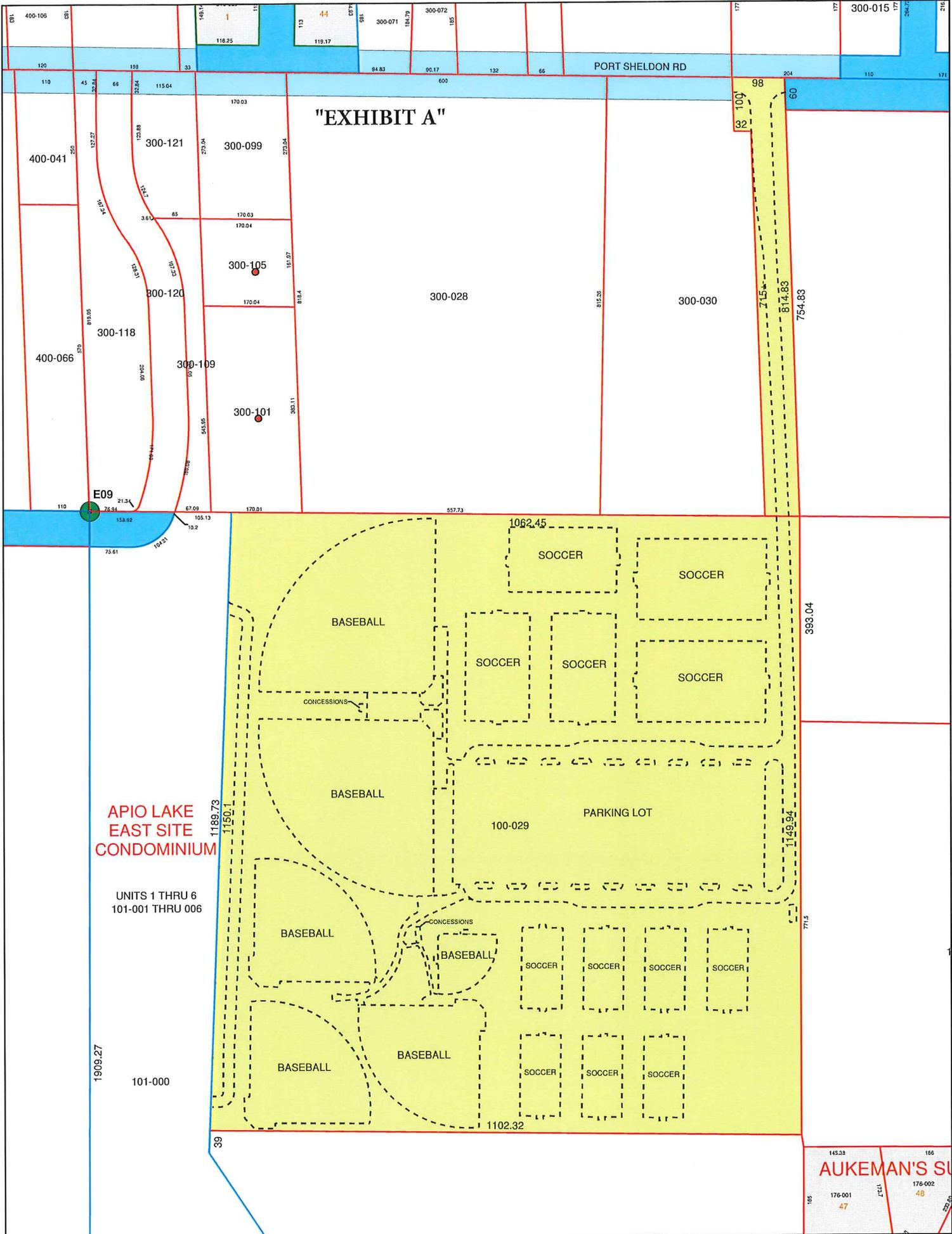
GEORGETOWN CHARTER TOWNSHIP

By: _____
Dale Mohr

Its: Supervisor

By: _____
Rich VanderKlok

Its: Clerk



“EXHIBIT B”

Legal Description

PART OF NW ¼ OF SECTION 28 TOWN 6 NORTH; RANGE 13 WEST DESCRIBED AS COMMENCING **NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 264.05 FEET** FROM THE NORTHWEST CORNER OF SECTION 28 AND PLACE OF BEGINING, THENCE **NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 1062.45 FEET**, THENCE **SOUTH 00 DEGREES 54 MINUTES EAST 1149.94 FEET**, THENCE **SOUTH 89 DEGREES 51 MINUTES 25 SECONDS WEST 1102.32 FEET**, THENCE **NORTH 01 DEGREES 05 MINUTES EAST 1150.1 FEET** TO PLACE OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE FOLLOWING DESCRIBED PARCEL.

PART OF THE SOUTHWEST ¼ OF SECTION 21 TOWN 6 NORTH; RANGE 13 WEST DESCRIBED AS COMMENCING **NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 1260.5 FEET** FROM SOUTHWEST CORNER OF SECTION 21 AND PLACE OF BEGINNING, THENCE **NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 66 FEET**, THENCE **NORTH 01 DEGREES 11 MINUTES 48 SECONDS WEST 814.83 FEET** TO CENTER LINE OF PORT SHELDON ROAD, THENCE **NORTH 88 DEGREES 15 MINUTES 13 SECONDS WEST 98 FEET** ALONG THE CENTER LINE OF PORT SHELDON ROAD, THENCE **SOUTH 01 DEGREES 11 MINUTES 48 SECONDS EAST 100 FEET**, THENCE **SOUTH 88 DEGREES 15 MINUTES 13 SECONDS EAST 32 FEET**, THENCE **SOUTH 01 DEGREES 11 MINUTES 48 SECONDS EAST 715 FEET** MORE OR LESS TO THE PLACE OF BEGINNING.