SIGN AND TREE USE AND MAINTENANCE
LEASE AGREEMENT

This LEASE is made on this ____ day of February, 2024, by and between the VILLAGE OF NORTHPORT, a municipal corporation organized and existing under the laws of the State of Michigan, with its principal office located at 116 West Nagonaba Street, Northport, Michigan 49670 ("Village"), and Three Rivers Properties, LLC, a Michigan Limited Liability with its principal registered office at 207 East 4th Street, Northport, Michigan 49670 ("Lessor").

RECITALS

WHEREAS, Lessor owns certain real property, landscaping, and other accoutrements more fully described on Exhibit A as attached hereto, bearing Parcel ID Number 042-450-115-00 and commonly referred to as 112 West Nagonaba Street, Northport, Michigan, (the "Property"); and,

WHEREAS, the Village wishes to use portions of the Property for holiday celebrations, the decoration of a large evergreen tree as a "Christmas Tree" (the "Tree"), and the display of a "Northport Sign" (the "Sign"), which is now temporarily located on a stone and brick wall on a portion of the Property fronting on Nagonaba Street, and

WHEREAS, the Village has paved, improved, and used Park Street, which runs adjacent to the eastern lot line of the Property; and,

WHEREAS, the Lessor maintains that the western four feet of the paved portion of Park Street is located on the Property; and,

WHEREAS, the Lessor and the Village wish to resolve any and all disputes concerning the proper location of Park Street and assure the Village, and the general public, that the use of the Property for decoration of the Tree, and placement of the Sign may continue under the terms and conditions of this Lease; and,

WHEREAS, Lessor desires to lease to the Village, and the Village desires to lease from the Lessor, a certain portion of the Property to place the Sign, and to decorate and maintain the Tree, as more particularly set forth below.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement below, the receipt and sufficiency of which is mutually acknowledged by both parties hereto, the parties agree to the following:

1. **Burdened Property**. Lessor is the fee title owner of the Property more fully described on Exhibit A which forms the basis of this Agreement and on which the parties anticipate placing the Sign, and conduct the other activities contemplated by this Lease.

2. **Lease of Real Estate**. The purpose of this Agreement is for the Lessor to lease to the Village as Lessee, and for the Village to lease from the Lessor, that portion of the Property necessary for the placement and public display of the Sign, and to use, maintain and decorate the Tree, as detailed below.

3. **Rent**. The Village as Lessee agrees to pay to the Lessor One Dollars ($1.00), and to quitclaim to the Lessor a disputed 4-foot by 100-foot strip of property along the eastern edge of the Property, which is currently paved as a portion of Park Street.

4. **Christmas Tree Maintenance and Decoration**. Lessor specifically leases to the Village the tree planting area, currently surrounded by concrete slabs, where the Tree is located. As a lessee the Village shall be permitted to water and fertilize the tree, drive watering spikes, place electrical outlets or wiring, perform water and electrical metering, facilitate arborist inspections, access for the purpose of decorating, and any other actions necessary and convenient to maintain the health and vitality of the Tree, and facilitate its use as the holiday focal point of the Village. Any trimming or modification of the shape of the tree may be done only with the express written approval of the Lessor and any current occupant of the Property. The right of the Village to maintain the Tree is permissive only and does not exclude the right of the Lessor, or any other occupant of the Property to take such actions as they may see fit.

5. **Northport Sign Placement**. Lessor also specifically leases that portion of the surface of the stone wall, located on the Property, and fronting on Nagonaba Street, necessary for the placement, maintenance, and public display of the Sign and its associated stand, mount/anchor, and other related equipment necessary to sufficiently anchor the "Northport Sign" in place. Additionally, the Village may decide to replace the current temporary sign. In that case, the Village must seek and receive the express written approval of the Lessor, and any current occupant of the Property, regarding the design specification and method of attachment of the replacement sign upon the stone wall, or other location on the property, prior to replacement, and coordinate the installation with the Lessor and the current tenant.

6. **Leased Space**. That specifically identified portion of the Property on which the "Northport Sign" is placed, together with the area where the "Christmas Tree" is planted, shall hereinafter be referred to as the "Leased Space." The Leased Space also includes the reasonable and temporary use of adjacent portions of the Property as may be necessary or convenient to install, maintain, decorate, or use the Sign and the Tree.

7. **Term**. This Agreement shall remain in place for a period of five (5) years, and may thereafter be renewed for an additional five (5) year term upon submission of written notice from the Village to the Lessor expressing the Village's desire to renew this Agreement not later than six (6) months prior to the expiration of the term in effect at that time. There shall be two renewal terms automatically authorized by this Agreement, after which any further extension shall be memorialized in a separate agreement.

8. **Maintenance**. In addition to the maintenance specified in paragraphs 4 and 5 above, the Village shall be responsible for the installation and maintenance of the Sign and all of its associated stand, ground mount/anchor, and other related equipment, as well as any decorations placed on the Tree. All maintenance must be coordinated with the current tenant and approved by the Lessor.

9. **Political Signage Prohibited.** The Lessor, through this Agreement, prohibits the placement and/or display of any political signs advocating for a candidate, ballot-measure, or other local, state, or federal election-related issue on her Property.

10. **Liability.** The Village shall handle and be responsible for liability or damage claims for injury to persons or property for any cause relating to the occupancy of the Leased Space by the Village. The liability of the Village (and its officers, directors, and employees) to the Lessor (or any person or entity claiming by, through, or for Lessor) for any default by the Village under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Leased Space shall be limited to Lessor's actual, direct, but not consequential, damages therefor, and shall be recoverable only from the interest in the Village in the Leased Space, and the Village and its officers, directors, and employees shall not be personally liable for any deficiency.

11. **Default & Termination**. If either party should default in any term or condition of this Agreement, the opposite party shall first provide written notice specifying the nature of the default and allowing the defaulting party thirty (30) days to cure the default. Upon failure of the defaulting party to cure the default within thirty (30) days of receipt of such notice, this lease shall terminate if the Village is in default; and if the default shall be that of the Lessor, it is agreed that the Village may cure the default at

the expense of the Lessor, or seek equitable relief in the nature of specific performance. Provided, however, should the Tree die, be removed from the Property because it is a health or safety hazard, or the Property is no longer leased to the Mitten Brewing Company, LLC, this lease shall terminate at the discretion of the Lessor. The parties may extend this Lease in a new written instrument.

12. **Quiet Enjoyment**. Lessor covenants that the Village, upon performance of all the commitments, covenants, installments, payments, and other obligations set forth herein, shall and may peacefully and quietly have, hold, and enjoy the Leased Space for the term provided above.

13. **Premises**. Upon the expiration or the termination of the term of this Agreement, the Village shall quit and surrender the premises to the Lessor in as good order and condition as when received (ordinary wear and damage by the elements excepted) and shall remove all of its property and shall repair any damage to the premises caused by such removal.

14. **Entire Agreement**. This document is the entire agreement between the Lessor and Village pertaining to the Agreement and supersedes any other agreements or understandings whether written or oral.

15. **Amendments**. No amendments or waivers of any provision of this Agreement is effective unless the amendment or waiver is in writing and signed by both parties.

16. **Assignment**. The Village covenants and agrees not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Leased Space or any part of the Property without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage, or subletting without said written consent shall give the Lessor the right to terminate this Lease and to re-enter and re-possess the Leased Space.

17. **Remedies Not Exclusive**. It is agreed that each one of the rights, remedies, and benefits provided by this Agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

18. **Severability**. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. **Governing Law**. Any disputes under this Agreement shall be subject to the laws of the State of Michigan, and venue for any disputes shall lie in Leelanau County, Michigan.

The Village of Northport	**Three Rivers Properties, LLC**
By: _____	By: _____
Its: _____	Its: _____