LEASE

Witnesseth, That: Board of Education of the Public Schools of the City of Ann Arbor with its offices at 2555 South State Road, Ann Arbor, Michigan 48104 (hereinafter referred to as "School Board") and the Ann Arbor Downtown Development Authority, a public corporation organized and existing pursuant to the authority of ACT 197, Public Acts of Michigan, 1975, MCLA 125.1651 et seq (hereinafter referred to as "DDA") have on this 1st day of January, 2010, entered this agreement whereby School Board agrees to lease to the DDA and the DDA agrees to hire a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan, which is described as follows:

DESCRIPTION

The parking lot located at 401 North Division Street in Ann Arbor, Michigan that is located west of the Community High School building.

1. The term of the lease shall be from January 1, 2010, through December 31, 2015, and shall automatically renew for one year terms unless either party provides written notice to terminate at least thirty days prior to lease expiration. Either party may terminate this agreement after written notice to the other party at least thirty days prior to the date of termination.

2. The DDA shall use the premises only for the operation of a parking lot. The DDA shall supply and maintain parking meters for the parking surface West of the Community High School Building, less three spaces reserved for permits to be sold by the School Board, and such posts, signs or other installations as are necessary for the operation of an unattended parking lot.

3. The School Board shall have the use of all parking spaces on Monday through Friday during the school year. On Saturdays and Sundays during the school year, and on all days during the portion of the year when school is not in session, the parking surface west of the Community High School Building, less the three permit spaces, may be used by the DDA for public parking.

4. The School Board agrees that the DDA may enforce its ordinances including those provisions, which provide for towing of vehicles in the same manner as if the DDA owned the premises.

5. The School Board shall do the following:

   A. Maintain the surface of the lot including snow removal and landscaping at its expense.

   B. Provide lighting for the lot at its expense.

6. The DDA shall do the following:
A. Collect all parking fees from the parking control equipment on the premises and account for them separately from other parking system revenues.

B. Sweep the lot on a monthly basis when weather permits.

C. Restripe the parking area used by the DDA when needed.

D. Maintain and replace the stop blocks used in the DDA parking area.

7. A separate record shall be kept of expenses incurred by the DDA in the operation of the parking lot.

8. The DDA shall pay a portion of the parking fees collected from the premises as rent as follows:

   A. Gross parking revenues shall be divided equally between the DDA and the School Board.

   B. Payments to the School Board shall be made quarterly not more than thirty days after the end of the quarter in which the revenues are collected and reported.

9. The School Board shall not share any revenues paid for parking violations.

10. Each party shall indemnify, defend and hold the other party harmless from claims for personal injury or damage which results from the acts or omissions of the party, its agents or employees.

11. Neither party shall assign its interest in this agreement.

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: Signature
    Susan Pollay, Executive Director

ANN ARBOR PUBLIC SCHOOL DISTRICT

By: Signature
    Robert Allen, Deputy Supt/CFO
LEASE

Witnesseth, That: Board of Education of the Public Schools of the City of Ann Arbor with its offices at 2555 South State Road, Ann Arbor, Michigan 48104 (hereinafter referred to as "School Board") and the City of Ann Arbor, a Michigan municipal corporation, 48107 (hereinafter referred to as "City") have on this 9th day of October, 1996, entered this agreement whereby School Board agrees to lease to the City and the City agrees to hire a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan, which is described as follows:

DESCRIPTION

Lot 145, except beginning at the NW corner of Lot 145, thence SE at right angles to Detroit St., 87' thence W. 106.08' to the SE r-o-w line of Detroit St., thence NE 62' along said SE r-o-w line to POB, Assessors Plat No. 29, NE QS29.

1. The term of the lease shall be from March 1, 1995, through December 31, 1999, and shall automatically renew for one year terms unless either party provides written notice to terminate at least thirty days prior to lease expiration. Either party may terminate this agreement after written notice to the other party at least thirty days prior to the date of termination.

2. The City shall use the premises only for the operation of a parking lot. The City shall supply and maintain parking control equipment for approximately 80-100 parking spaces and such posts, signs or other installations as are necessary for the operation of an unattended parking lot.

3. The School Board shall have the use of all parking spaces on Monday through Friday during the school year. On Saturdays and Sundays during the school year, and on all days during the portion of the year when school is not in session, 88 of the parking spaces may be used by the City for public parking.

4. The School Board agrees that the City may enforce its ordinances including those provisions which provide for towing of vehicles in the same manner as if the City owned the premises.

5. The School Board shall do the following:

A. Maintain the surface of the lot including sweeping, snow removal and landscaping at its expense.

B. Provide lighting for the lot and electricity for parking equipment at its expense.
C. Reimburse the City for any expense incurred for program changes to the Dynameters or changes to signs in the lot.

6. The City shall collect all parking fees from the parking control equipment on the premises and account for them separately from other parking system revenues.

7. A separate record shall be kept of expenses incurred by the City in the operation of the parking lot.

8. The City shall pay a portion of the parking fees collected from the premises as rent as follows:

   A. Gross parking revenues shall be divided equally between the City and the School Board.

   B. Payments to the School Board shall be made monthly, not more than thirty days after the end of the month in which the revenues are collected and reported.

9. The School Board shall not share any revenues received by the City as payment for parking violations.

10. Each party shall indemnify, defend and hold the other party harmless from claims for personal injury or property damage which result from the acts or omissions of the party, its agents or employees.

11. Neither party shall assign its interest in this agreement.

Board of Education of the Public Schools of the City of Ann Arbor

Ormeela D. Lapp, Deputy Supt/Treas

Approved as to Substance:

Neal G. Berlin, City Administrator

Approved as to Form:

Abigail Elias, City Attorney

City of Ann Arbor, Michigan Municipal Corporation

Ingrid B. Sheldon, Mayor

Winifred Northercross, City Clerk
LEASE

Witnesseth, That: Board of Education of the Public Schools of the City of Ann Arbor with its offices at 2555 South State Road, Ann Arbor, Michigan 48104 (hereinafter referred to as "School Board") and the City of Ann Arbor, a Michigan municipal corporation, 48107 (hereinafter referred to as "City") have on this 1st day of March, 1993 entered this agreement whereby School Board agrees to lease to the City and the City agrees to hire a parcel of land located in the City of Ann Arbor, Washtenaw County, Michigan, which is described as follows:

[DESCRIPTION]

1. The term of the lease shall be for two years from date hereof.

2. The City shall use the premises only for the operation of a parking lot. The City shall supply and maintain parking control equipment for approximately 100 parking spaces and such posts, signs or other installations as are necessary for the operation of an unattended parking lot.

3. The School Board shall have the use of all parking spaces on Monday through Friday during the school year. On Saturdays and Sundays during the school year, and on all days during the portion of the year when school is not in session, 88 of the parking spaces may be used by the City for public parking.

4. The School Board agrees that the City may enforce its ordinances including those provisions which provide for towing of vehicles, in the same manner as if the City owned the premises.

5. The School Board shall do the following:

A. Maintain the surface of the lot including sweeping, snow removal and landscaping at its expense.

B. Provide lighting for the lot and electricity for parking equipment at its expense.

C. Reimburse the City for any expense incurred for program changes to the dynameters or changes to signs in the lot.

6. The City shall collect all parking fees from the parking control equipment on the premises and account for them separately from other parking system revenues.

7. A separate record shall be kept of expenses incurred by the City in the operation of the parking lot.
8. The City shall pay a portion of the parking fees collected from the premises as rent as follows:

A. Gross parking revenues shall be divided equally between the City and the School Board.

B. Payments to the School Board shall be made monthly, not more than thirty days after the end of the month in which the revenues are collected and reported.

9. The School Board shall not share any revenues received by the City as payment for parking violations.

10. Each party shall indemnify, defend and hold the other party harmless from claims for personal injury or property damage which result from the acts or omissions of the party, its agents or employees.

11. Neither party shall assign its interest in this agreement.

Witness:

[Signature]

Board of Education of the Public Schools of the City of Ann Arbor

By [Signature]

By [Signature]

Approved as to Substance:

[Signature]

City of Ann Arbor, Michigan Municipal Corporation

By [Signature]

Elizabeth S. Brater
Its Mayor

Approved as to form:

[Signature]

City Attorney

By [Signature]

Winifred W. Northcross
Its City Clerk