LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into this 13th day of APRIL, 2021, between the BOARD OF EDUCATION OF THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR, with its offices at 2555 South State Street, Ann Arbor, MI 48104 (hereinafter referred to as the "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 125.165, et seq (hereinafter referred to as the "DDA");

Recitals

WHEREAS, the School Board and the DDA have entered into that certain Lease dated as of January 1, 2010 (the "Lease"), pursuant to which the School Board leases to the DDA a parking lot located at 401 N. Division Street, Ann Arbor, MI, (the "Premises") located west of the Community High School building, all as more particularly described in the Lease;

WHEREAS, in connection with certain construction activities contemplated at Community High School, the School Board proposes to use the Premises demised under said Lease for the staging of construction activities associated with the Community High School redevelopment project, and in connection therewith, to fully occupy and use the Premises, to the exclusion of the DDA, during such period of construction (the "Construction Period"), such that during the Construction Period, the DDA’s right to use and occupy the Premises shall be abated, and

WHEREAS, in lieu of the School Board electing to terminate said Lease as is its prerogative under Section 1 thereof, the Parties wish to amend the Lease to confirm the abatement of the DDA right to use and occupy the Premises for the Construction Period, all as provided herein.

NOW THEREFORE, for and in consideration of the mutual covenant contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and with the intent to be legally bound, the parties hereto agree as follows.

1. Recitals. The Recitals above referenced are acknowledged to be true, correct, and complete and otherwise incorporated herein by reference. The Lease is further incorporated herein by reference.

2. Suspension of DDA Use. For the period beginning at midnight on June 4, 2021 and continuing thereafter until such time as the School Board informs the DDA that the construction activities associated with the Community High School have been completed and the School Board’s exclusive use of the Premises parking lot is no longer required (hereinafter the “Construction Period”), the DDA’s right to use and occupy the Premises pursuant to the Lease shall be abated and exclusive possession and control of the Premises shall be in the School Board (and its contractors agents and employees) exclusively to the exclusion of the DDA and/or any party claiming by or through the DDA.
3. During the pendency of the Construction Period, DDA not be obligated to pay rent for the Premises and the School Board shall be solely responsible for all activities which occur on or within the Premises.

4. The DDA's right to use and occupy the Premises pursuant to the Lease shall recommence ten (10) days after receipt of written notice from the School Board that the School Board is returning possession of the Premises to the DDA, in which event the terms and conditions of the Lease shall reapply and govern the DDA's use and occupancy of the property.

5. This Lease Amendment may be executed in any number of counterparts and, when executed by both parties, shall be deemed one and the same instrument, binding on the parties hereto.

6. Except as amended hereby, the Lease is full force and effect and unamended.

(Signature on Following Page)
In witness whereof, the undersigned have caused their signature to the placed on the 16th day of April, 2021.

DDA:
ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
By: 
Its: 4/16/2021

SCHOOL BOARD:
ANN ARBOR PUBLIC SCHOOL DISTRICT
By:  
Its: ASSISTANT SUPERINTENDENT, FINANCE & OPER.