

GOEBLE FIELD LEASE

This AGREEMENT entered into this 28th day of August, 2002 is between the CITY OF CHARLOTTE, (hereinafter referred to as Landlord), and CHARLOTTE JUNIOR ORIOLES (hereinafter referred to as Tenant). In consideration of mutual promises contained in this Agreement, the parties agreed as follows:

1. Lease of Property: For the benefit of the Tenant, the Landlord agrees to lease the property and structures located within the City of Charlotte, Eaton County, Michigan, and described as follows:
The property commonly described as Goeble Field, adjacent to the south border of the Fairground.
2. The Tenant agrees to pay rent for the property at the sum of \$700.00 per year, adjusted by the Consumer Price Index (CPI) annually.
3. Purpose of Property and Premises: The Tenant agrees to use the property for non-profit recreational purposes only. If the Tenant desires to use this property or any building or structure erected on the property for other purposes, the Tenant must obtain prior written consent from the Landlord.
4. Default by Tenant: In the event the Tenant violates or defaults on any provision of this Agreement, it shall be lawful for the Landlord, its attorney, representatives, or assigns, thirty (30) days prior written notice, to re-enter and repossess the premises. The Tenant shall vacate the premises and this Agreement shall be considered null and void.
5. Tenant's Personal Property: All personal property of any kind or description, placed upon the property by the Tenant shall be at the Tenant's sole risk, and the Landlord shall not be liable for any damage to either persons or property sustained by the Tenant or any other person, or for damage or loss suffered by the business or occupation of the Tenant. This Section shall not apply to any damage caused by water, sewer, or other utility lines owned by the Landlord, which shall be governed by general law.

If the Tenant fails to remove all personal property from the property upon termination or expiration of this lease, the Landlord may, at its option, remove the property in any manner that the landlord shall choose to store the property in the Tenant's name without liability to the Tenant for loss of this property. The Tenant agrees to pay the Landlord for any and all expenses incurred in the removal, including court costs and storage charges for any length of time that the property is in the Landlord's possession.

6. Subletting and Assignment: The Tenant agrees that it will not assign or transfer this Agreement or sublet the property or any part thereof without the prior written consent of the Landlord.
7. Maintenance: The Tenant agrees to maintain the property including the football field, cinder race track, and any other athletic equipment and structures that are located or used upon the property in a safe and sound condition.

The Tenant agrees to maintain a suitable fence enclosing the property and maintain at lest two points of entrance and exit. Tenant shall cooperate with Charlotte non-profit organizations who would like to utilize the property for special events.

The Tenant agrees at its own expense and cost, to maintain any existing buildings that are located upon the property and any buildings that may be erected upon the property. The maintenance of these buildings shall include, but is not limited to, painting the buildings or structures and keeping them in good repair and conditions so that they will be in a safe and sound condition for use by the public.

The Tenant agrees, at its own expense and cost, to keep the athletic field free from litter. After events that are sponsored by the Tenant, the Tenant shall clean up any litter that accumulated during the event. The Tenant agrees to place and maintain litter barrels on the property and be responsible for disposing of the litter in these barrels after each event. Additionally, the Tenant shall not allow any trash, garbage, rubbish, or waste material to accumulate on the property, except for the purposes of regularly scheduled trash removal service. The Tenant shall pay for all the charges for the removal of the trash, garbage, rubbish, or waste material, and for charges for all other services used, rendered, or supplied upon, or in connection with the property.

8. The Tenant shall not commit waste upon the property and shall not allow waste to be committed upon the property. The Tenant shall keep the property free from all nuisances, public and private, and shall not allow members of the general public to enter upon the property until all nuisances are removed.

The Tenant shall have the right to trim trees and shrubs. Before the Tenant removes, plants, or replaces trees, shrubs, or sod on the property, the Tenant must obtain prior written approval of the Landlord. Any timber removed shall remain the property of the landlord and shall be disposed of as the Landlord directs.

9. Parking: As provided in the Fairground lease between 4-H and the City, the Tenant will be allowed to use the Fairground property for parking. The tenant shall coordinate their activities with the 4-H Fair to avoid conflicts. When both entities are using the ground at the same time, the Tenant is to designate, by signs, which area is parking for the Tenant and the area which is parking for 4-H.
10. Fire Lanes: The Tenant shall keep the fire lane in front of the Athletic Field open at all times. During functions sponsored by the Tenant, the Tenant is responsible for keeping the fire lanes open.
11. Scheduling: The Tenant shall designate a person to provide updated calenders of events. The designated person shall be responsible for providing an updated calendar of events in January of each year. The Secretary of the Charlotte Junior Orioles shall be designated as the representative. The City Clerk will accept this schedule on behalf of the City.
12. Liability and Insurance Indemnity: The Tenant shall and will at all times indemnify and save harmless the Landlord from or against all damages, losses, claims, demands, suits and expenses which the Landlord may suffer, sustain, or be subject to as a result of any negligent act or omission on the part of the Tenant, its employees, agents, or representatives of the leased property.

Should the Tenant be ousted from the possession of the premises because of any defect in the Landlord's title to the premises, the Landlord shall not be liable for the ouster.

The Tenant shall maintain and provide proof of at least \$2,000,000 of general liability insurance with the Landlord being named as an additional insured.

13. Nuisances: The Tenant will abate any and all nuisances at its own expense, and keep the premises free and clear of any and all nuisances.
14. Minerals and Waste: The Landlord reserves and accepts all minerals, oil, gas, coal, fossils, and precious stones, together with mineral rights. The Tenant agrees that the Landlord has the right to enter the property for the purpose of boring, exploring for, mining, and utilizing all minerals, coal, fossils, precious stones, gas and oil located on the property. The Landlord shall not, in exercise of the above rights, cause any substantial damage to the buildings, Athletic Field, or equipment used by the Tenant.
15. Utilities: The Tenant shall pay all charges for water, sewer, gas, telephone, electricity, and other utility services used on the property by the Tenant or the Tenant's sublessees. All applications and connections for necessary utility services on the property shall be made in the name of the Tenant.
16. Water and Sewer Lines: The Landlord reserves the right to enter the property for the purpose of maintaining, repairing, or replacing any existing and future public water and sewer mains.

The Tenant agrees to acknowledge that the Landlord may have a need in the future for the construction of new water and sewer mains. Any construction will take place as with respect to the Tenant's schedule, except in emergency situations. At no time is the Tenant to conduct any excavation without approval from the City.
17. Taxes: The Tenant shall pay all real estate taxes and special assessments levied against all or any part of the property, including all of its improvements that are presently situated on the property or any improvements that will be placed on the property.
18. Eminent Domain: In the event the property is lawfully condemned, or taken in any manner, for any public or quasi-public use, this Agreement shall terminate as of the date of the actual taking. In the event any part of the property is condemned or taken, the Tenant shall have the right to terminate this Agreement as of the date of the actual taking by giving the Landlord thirty (30) days written notice of the termination. In the event the Tenant does not terminate this Agreement, this Agreement shall cease as to the part of the property taken and the rent adjusted so that the Tenant shall pay a pro-rated portion of the rent, determined by the amount of the property remaining after the taking. The Tenant shall be entitled to receive from the condemnation award, a share representing its leasehold interest.
19. Responsibility of Tenant at Expiration of Agreement: The Tenant agrees to return to the City, in good condition, the Athletic Field, all fields, bleachers & support structures, buildings, fencing, lighting or other appurtenant at the expiration of the Agreement.
20. Unresolved Conflicts: If there are any unresolved conflicts between the Tenant and any other party, they shall be resolved by the City Manager.
21. Term and Expiration of Agreement: The term of lease shall be two (2) years, expiring on August 29, 2004. This agreement may be renewed for an additional period of time upon agreement of the City of Charlotte.

IN WITNESS WHEREOF, the City of Charlotte, Michigan on this 24th day of July, 2002
enter into this Agreement

CITY OF CHARLOTTE

7-24-02
Dated

William W. White
William W. White, Mayor

Deborah L. Granger
Deborah L. Granger, City Clerk

CHARLOTTE JUNIOR ORIOLES

Dated

Kurt B. Voigt
, CJO Representative

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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, entered into on the 27th day of October, 2003, by and between the CITY OF CHARLOTTE ("Charlotte") and CHARLOTTE JUNIOR ORIOLES ("CJO");

WITNESSETH:

WHEREAS, Charlotte and the CJO previously entered into a lease agreement dated August 28, 2002, which provided for the lease of Gooble Field within the city; and

WHEREAS, the parties desire to modify the rental amount and the term of agreement as set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 2 of the Gooble Field Lease shall be amended to read as follows:

2. The Tenant agrees to pay rent for the property in the sum of One Dollar (\$1) per year for the term of this lease.

2. Paragraph 21 of the lease shall be amended to read as follows:

21. Term and Expiration of Agreement: The term of lease shall be ten (10) years, expiring on August 29, 2012. This agreement may be renewed for an additional period of time upon agreement of the City of Charlotte.

3. Notwithstanding the foregoing, all other terms of the lease shall remain in full force and effect.

4. This amendment shall be attached to the Gooble Field Lease and shall become a part of that lease agreement as if originally included in it.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed in
Charlotte, Michigan, on the date first above written.

CITY OF CHARLOTTE

By William W. White
William W. White, Mayor

CHARLOTTE JUNIOR ORIOLES

By Rock Andrews
CJO Representative

By Deborah L. Granger
Deborah L. Granger, Clerk

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT, entered into on the 28th day of April 2014, by and between the City of Charlotte ("Charlotte") and the Charlotte Junior Orioles ("CJO");

WITNESSETH:

WHEREAS, Charlotte and the CJO previously entered into a Lease Agreement dated August 28, 2002, which provided for the lease of Gooble Field within the city; and

WHEREAS, Charlotte and the CJO amended the Lease on October 23, 2003, in order to extend the term and modify the rental amount; and

WHEREAS, the parties desire to modify the liability insurance coverage amount and the term of the agreement as set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 12 of the Gooble Field Lease shall be amended to read as follows:

Liability and Insurance Indemnity: The Tenant shall and will at all times indemnify and save harmless the Landlord from or against all damages, losses, claims, demands, suits and expenses which the Landlord may suffer, sustain, or be subject to as a result of any negligent act or omission on the part of the Tenant, its employees, agents, or representatives of the leased property.

Should the Tenant be ousted from the possession of the premises because of any defect in the Landlord's title to the premises, the Landlord shall not be liable for the ouster.

The Tenant shall maintain and provide proof of at least \$1 million of general liability insurance with the Landlord being named as an

additional insured.

2. Paragraph 21 of the Lease shall be amended to read as follows:


Term and Expiration of Agreement: The term of Lease shall be extended for a second time so that the term shall be from August 29, 2012 to August 29, 2022. This agreement may be renewed for an additional period of time upon agreement of the City of Charlotte.

3. Notwithstanding the foregoing, all other terms of the Lease shall remain in full force and effect.

4. This Second Amendment shall be attached to the Goeble Field Lease and shall become a part of that Lease Agreement as if originally included in it.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed in Charlotte, Michigan, on the date first above written.

CITY OF CHARLOTTE


Carrie Burch, Mayor


Ginger Terpstra, Clerk

CHARLOTTE JUNIOR ORIOLES


ERIC EMERY CJO Representative