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Director



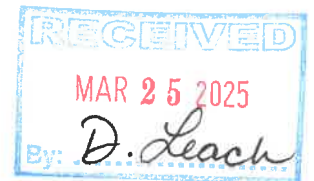
Box 873
MACKINAW CITY, MI 49701
(231) 436-4100

Box 370
MACKINAC ISLAND, MI 49757
(906) 847-3328

WWW.MACKINACPARKS.COM

GRETCHEN WHITMER, *Governor*

MACKINAC ISLAND STATE PARK COMMISSION



March 18, 2025

Honorable Margaret Doud
City of Mackinac Island
P.O. Box 455
Mackinac Island, MI 49757

Dear Mayor Doud,

The City of Mackinac Island lease of the parcel of land commonly known as Great Turtle Park on Mackinac Island State Park property will expire on July 21, 2025. To ensure your request for renewal is on the agenda of the Commission's next meeting of May 23, 2025, we need to receive your written request for renewal by May 1, 2025.

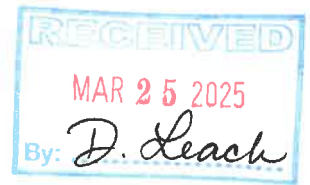
A draft of the new lease is enclosed for your review.

Please call Kathy Cryderman or me at our Mackinaw City office if you have any questions.
Thank you.

Very truly yours,

Steven C. Brisson, Director
brissons@michigan.gov

encl



GROUND LEASE

MACKINAC ISLAND STATE PARK COMMISSION, LESSOR

AND

CITY OF MACKINAC ISLAND, LESSEE

May 23, 2025

DRAFTED BY:
Mackinac Island State Park Commission
P.O. Box 873
Mackinaw City, Michigan 49701

GROUND LEASE

THIS GROUND LEASE ("Lease"), made this 23rd day of May, 2025, between the MACKINAC ISLAND STATE PARK COMMISSION ("Commission"), by its Chairperson and Secretary, ("Lessor") and the CITY OF MACKINAC ISLAND, by its Mayor, as Lessee, whose address is P.O. Box 455, Mackinac Island, MI 49757 supersedes and replaces a lease made July 22, 2005 to the City of Mackinac Island.

Lessor leases to Lessee the following described parcel of land (the "Premises") commonly known as **Great Turtle Park**, located within the Mackinac Island State Park ("Park"), State of Michigan, and to be occupied and used only for recreation, including but not necessarily limited to baseball, soccer, basketball, equestrian training, and other organized sports:

A part of Private Claim 110 and the Military Reserve, Mackinac Island, Mackinac County, Michigan, described as follows:

Commencing at a cut stone monument that marks the northeast corner of said Private Claim 110; thence along the north line of said claim, South 80 degrees 22 minutes 10 seconds west a distance of 338.00 feet to an iron bar, 2 inches in diameter, that marks the northeast corner of a parcel surveyed by Richard E. Bidstrup as recorded in survey Liber 2, Pages 386 and 387, Mackinac County Records, thence along the property line between the State of Michigan, Mackinac Island State Park and Carriage Tours, Incorporated, as shown on said recorded survey, South 11 degrees 20 minutes 32 seconds east a distance of 935.00 feet, to the point of beginning of this description; thence North 55 degrees 30 minutes east a distance of 435.00 feet; thence south 33 degrees 30 minutes east a distance of 665.00 feet; thence on a bearing of south a distance of 215.00 feet; thence South 67 degrees 30 minutes west a distance of 515.00 feet; thence North 60 degrees 45 minutes west a distance of 284.61 feet to the aforesaid property line; thence along said property line North 11 degrees 20 minutes 32 seconds west a distance of 510.92 feet to the point of beginning, containing 10.86 acres more or less.

Also commencing at a cut stone monument that marks the northeast corner of said private claim 110; thence along the north line of said claim, South 80 degrees 22 minutes 10 seconds west a distance of 338.00 feet to an iron bar, 2 inches in diameter, that marks the northeast corner of a parcel surveyed by Richard E. Bidstrup as recorded in survey Liber 2, Pages 386 and 387, Mackinac County Records; thence along the property line between the State of Michigan, Mackinac Island State Park and Carriage Tours, Incorporated, as shown on said recorded survey South 11 degrees 20 minutes 32 seconds East a distance of 1445.92 feet to the point of beginning of this description; thence south 60 degrees 45 minutes east a distance of 284.61 feet; thence south 67 degrees 30 minutes west a distance of 114.60 feet; thence north 60 degrees 45 minutes west a distance of 136.53 feet; thence north 11 degrees 20 minutes 32 seconds west 118.53 feet to point of beginning.

ARTICLE I

RENT

1.01 Lessor shall furnish the Premises to Lessee for a term of twenty years of possession beginning upon actual possession or at 12:01 a.m. on May 23, 2025, ("Commencement Date") and ending at 11:59 p.m. on May 22, 2045.

1.02 Lessee shall pay to Lessor as annual rent consideration for the Premises at a rate of One Dollar (\$1.00) per year ("Annual Rent"). The first payment is due on the Commencement Date of this Lease and each payment thereafter is due on the 1st day of April each subsequent year.

ARTICLE II

USE OF PREMISES

2.01 Lessee agrees to use the Premises for no other purposes than specified above with the exception of the Mackinac Island Recreation Department operation of a small concession stand, the proceeds of which will be used for the maintenance of recreational facilities as Great Turtle Park.

2.02 Lessee agrees to comply with all public health and police regulations applicable to Lessee's use and occupancy of the Premises.

2.03 Lessee agrees not to cause or permit any nuisance upon the Premises.

2.04 Lessee agrees not to operate or store on the Premises or operate upon the roads of the Park any motor driven vehicle designed or capable of transportation of persons and property, consistent with Public Act 451 of 1994, as amended, and the Administrative Rules promulgated for the management of the Park, except those having a Park emergency permit.

2.05 Lessee agrees to strictly comply with all rules and regulations, which are or may be established and promulgated by the Lessor or other competent authority for the care and management of the Park.

ARTICLE III

CARE AND CONDITION OF PREMISES

3.01 Lessee recognizes the purpose of the Commission to preserve the architectural, historical, archeological, and cultural values of properties under its jurisdiction, including any structures on the Premises being leased to Lessee.

3.02 Lessee shall safeguard the heritage of the Premises and any structures, by maintaining the same in good repair and orderly condition. Neither maintenance nor repair shall

change the external appearance of any structure or the grounds, except through the elimination of the usual and expected affects of weathering.

3.03 Lessee agrees that he or she shall not change the external appearance of any structure or the Premises by addition, alteration, repair, moving, excavation, or demolition, nor construct a new structure or replace a structure without first submitting plans and obtaining the written approval of the Director of the Commission. Changes to the external appearance include, but are not limited to, any paving or bricklaying on the Premises. The Director may require submission of plans approved by a licensed architect and a State of Michigan Department of Energy, Labor and Economic Growth building permit prior to start of work.

3.04 Lessee agrees to trim bushes and shrubs to prevent obstruction of sidewalks. Trees may be trimmed, moved, or removed only upon the Lessee first obtaining the permission of the Director of the Commission. Lawns and gardens shall be kept in a clean, orderly and attractive appearance. This duty will include prompt removal of any and all litter, yard waste, and other debris from all portions of the premises, mowing and watering of turf grass, storing of tools and equipment away from public view, and maintaining an overall neat, orderly and aesthetically pleasing appearance to the premises consistent with the natural beauty of the Park.

3.05 Lessee agrees to not place on the Premises a television satellite dish or other structure similar in design or purpose without the prior written approval of the Commission.

3.06 Lessee agrees to procure and keep in effect such public liability and property damage insurance as the Commission may deem adequate. Lessee also agrees to name the Mackinac Island State Park Commission as a secured and interested party on the insurance policy.

3.07 Lessee shall indemnify and hold harmless Lessor, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceedings against Lessor, its employees and agents arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Lessee;

(b) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or related to occurrences that Lessee is required to insure against as provided for in this Lease; and

(c) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Lessee, anyone directly or indirectly employed by Lessee, or by anyone for whose acts Lessee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are

caused by the negligence or reckless or intentional wrongful conduct of Lessor, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Lessee, the indemnification obligation under this Lease shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Lessee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Lease with respect to any claims based on facts or conditions, which occurred prior to termination. The provisions of this Section shall survive the expiration or termination of this Lease.

3.08 In the event that any structure and/or building on the Premises is damaged or destroyed by fire or other calamity, Lessee shall proceed as soon as possible to repair or replace the structure or personal property in accordance with Commission guidelines. Lessee at his or her own expense will maintain photographs or other records to insure that they can replicate the personal property and/or structure as they existed prior to the damage or destruction. Lessee shall repair or rebuild any structure or personal property within eighteen (18) months, according to the terms of this Lease. This period may be extended by the Director and/or the Commission if good cause is shown why the repairs or rebuilding cannot be completed within eighteen (18) months. Failure to rebuild or repair in accordance with this provision within the time frame set forth, unless extended by the Director and/or Commission, shall result in the cancellation of this Lease. In addition, Lessee will be required to pay to the Commission the full amount of any insurance proceeds resulting from the loss of any structure or personal property, regardless of whether rebuilding or repair has begun.

3.09 Lessee agrees to furnish each floor of each structure with an approved dry chemical fire extinguisher in good working order.

3.10 If the Premises and structures are not kept in good repair and orderly condition, or if the external appearance of the Premises or structures are changed without permission of the Director and/or the Commission, that upon written notice of that fact, the Lessee shall take whatever action is required to repair, restore or maintain the Premises and any structures on it within 30 (thirty) days of receipt of that written notice. In the event that this is not done, the Commission may contract with parties willing to do the necessary work or perform the work, or proceed with termination of the Lease. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by the Commission and/or Director will become a charge upon the Lessee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this Lease and the Lease may be terminated.

3.11 Exterior areas of the Premises occupied by domestic animals shall be maintained in a clean and sanitary condition. Animal waste shall be properly disposed of and not allowed to accumulate in a manner that distracts from the appearance of the Premises or causes the persistent and significant release of offensive odors.

ARTICLE IV

PREMISES PROTECTION PROVISIONS

4.01 The Lessee covenants that he/she will comply with all applicable laws pertaining to the use and care of the premises, including but not limited to statutes, regulations, ordinances, and codes relating to environmental and natural resources protection, and historic preservation and will obtain any permits required by law before engaging in any regulated activity relating to the land.

ARTICLE V

ACCESS TO PREMISES

5.01 Lessee agrees to permit Lessor to have free access to the Premises to examine the same at reasonable periods and times.

ARTICLE VI

ASSIGNMENT

6.01 Neither this Lease nor any part thereof shall be assigned by operation of law or otherwise, nor shall the Premises or any part thereof be subleased or permitted to be used without the prior written consent of the Lessor. Lessee shall not, directly or indirectly, assign or transfer any of its rights or duties to another without the Lessor's written consent, which may be withheld in the Lessor's sole discretion. Without limiting the generality of the foregoing, Change of Control of a party shall be deemed to be an assignment. It is mutually agreed that the several agreements, conditions, covenants, and obligations in this Lease shall inure to, and be binding upon the successors in office of the Lessor, and the heirs, executors, administrators and assigns of the Lessee. For the purposes of this section, "Change of Control" shall include, but not be limited to, the sale or exchange of a controlling interest of stock in a corporation, any legal transaction that results in the change of effective control of a legal entity, the death of the Lessee, or any mechanism by which the Lessee named in this Lease would cease to be in actual control of the Premises.

ARTICLE VII

RETURN OF PREMISES

7.01 Upon the expiration or termination of this Lease, Lessee agrees to leave the Premises in as good of a condition as was present at the Commencement Date, except for normal wear and tear. Lessee agrees to reimburse Lessor for any repairs, restoration or maintenance to the Premises arising from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

ARTICLE VIII

RENEWAL

8.01 At the expiration of this Lease, the Lessee may continue to rent the Premises on a monthly basis until terminated by notice from the Lessor or renewed pursuant to the option granted Lessee in this paragraph. The Lessor agrees that, if the Lessee has performed the agreements, conditions, covenants, and other obligations of this Lease in a satisfactory manner, Lessee shall have the option to re-lease the Premises in preference to others, upon such terms and conditions as prescribed by the Lessor. If the Premises are not subject to lease or if an extension is not granted, the Lessee may, if done before the expiration of this Lease, remove such buildings and fixtures as may be lessee's property, leaving the Premises in as good of a condition as it was on the Commencement Date, normal wear and tear excepted.

8.02 If Lessee desires to exercise his/her option to re-lease the Premises, he/she shall do so by submitting a written request to the Lessor sixty (60) days before the expiration of this Lease. This request will be acted upon after the Lessor has inspected the Premises and determined whether the Lessee has complied with the provisions of this Lease during its term and is entitled to re-lease the Premises.

8.03 Lessee shall be advised in writing whether his/her request to renew has been approved and a new lease shall be submitted to him/her with terms and conditions as set forth by Lessor.

ARTICLE IX

QUIET ENJOYMENT

9.01 The Lessor covenants with the Lessee that upon payment of rental consideration and upon the performance of all agreements, conditions, covenants and other obligations in this Lease, that Lessee shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

ARTICLE X

ENFORCEMENT AND TERMINATION

10.01 Lessee agrees to keep, observe and perform all the conditions, covenants and other obligations placed upon the Lessee of these Premises. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

10.02 Regardless of other provisions of this Lease, upon the failure of the Lessee to observe and perform any covenant, condition, term or provision of this Lease, upon Lessee's failure to cure any such breach within 30 (thirty) days written notice, Lessor shall have the right to terminate this Lease and shall be entitled to possession of the Premises. Notice of termination and demand for possession shall be in writing and addressed to the Lessee and shall give the reasons for the demand.

10.03 No receipt of money by the Lessor from the Lessee after the termination of this Lease shall reinstate, continue or extend the term, nor waive or affect any notice given by the Lessor to the Lessee prior to such receipt of money.

10.04 The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable and shall not establish any rights or obligations on the part of either party.

10.05 One or more waivers of any covenant, term, condition or provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed a waiver of Lessor's consent or approval to or of any subsequent similar act by Lessee. No breach of a covenant, term, condition or provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver (i) is in writing signed by Lessor; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach. Additionally, any approval required under this Lease shall be deemed only an approval for the purpose assigned and does not ensure the viability of any written materials. Lessee remains liable for the accuracy of any material submitted for approval.

10.06 The Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 435, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practice and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. The Lessor may terminate this Lease upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer or supplier of the Lessee is found guilty of discrimination.

10.07 Unfair Labor Practices. The Lessor may void this Lease, upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer, or supplier of the Lessee appears in the register compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

ARTICLE XI

NOTICE, APPLICATION AND APPROVALS

11.01 Any notice to Lessor required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessee and Lessor shall be transmitted to the addresses listed below:

To Lessee: City of Mackinac Island
 Office of the Mayor
 P.O. Box 455
 Mackinac Island, MI 49757

To Lessor: State of Michigan, Dept. Natural Resources
 Director, Mackinac Island State Park Commission
 P.O. Box 873
 Mackinaw City, Michigan 49701

The notice shall be deemed effective as of 12:00 noon Mackinaw City, Michigan time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

11.02 This Lease shall be interpreted in accordance with the laws of the State of Michigan.

11.03 This Lease supersedes and cancels any prior Lease between Lessor and Lessee covering the Premises herein described; which said Lease shall be null and void when this Lease becomes effective.

11.04 Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

11.05 This Lease, with all attachments, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed.

The next paragraph is the signature of the Parties.

IN WITNESS WHEREOF, the parties have executed this lease on the date first written above.

WITNESSES:

LESSOR:

MACKINAC ISLAND STATE PARK COMMISSION

Name:

By:

Chairman Daniel Loepp

Name:

By:

Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF Mackinac)

The foregoing instrument was acknowledged before me this 23rd day of May, 2025, by Daniel Loepp as the Mackinac Island State Park Commission Chairman and _____ as the Mackinac Island State Park Commission Secretary on behalf of the Mackinac Island State Park Commission.

Notary Public, Mackinac County, Michigan
My Commission Expires: 1/24/2027

WITNESSES:

LESSEE:

CITY OF MACKINAC ISLAND

Name:

By: _____

Margaret M. Doud, Mayor

Name:

STATE OF _____)

COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____ ,
_____, by _____

Notary Public, _____ County, _____

My Commission

Expires: _____