LAND LEASE AGREEMENT

AGREEMENT Made this <u>1st</u> day of <u>May</u>, <u>2022</u> by and between <u>MUMAUGH INDIAN LAKES LLC & DAVID E. SQUIERS FAMILY TRUST</u> of P.O. Box 66, Dowagiac, Michigan 49047, (hereinafter referred to as LANDLORD) and <u>Scott M. Armstrong</u> of <u>14287 Stacy St., Carmel, IN 46033 (hereinafter referred to as TENANT).</u>

1. Grant of Land Lease Interest. In consideration of the TENANT'S payment of the rent and the performance of the provisions, covenants and agreements described in this Land Lease Agreement, the LANDLORD hereby lets and leases to the TENANT the parcel of real property described below.

Lot No. 02 Indian Lake Heights described as follows: Beginning 511.0 ft. West and 658.35 ft. North 1 degree East and thence North 74 3/4 degrees East 42 ft. from the Southeast corner of Section 31, T 5 S, R 16 W, Cass County, Michigan: thence North 74 3/4 degrees East 40.0 feet: thence South 11 degrees East 85.3 feet: thence South 60 degrees West 40.0 feet: thence North 12 1/4 degrees West 96.0 feet to place of beginning.

Together with the right to use, in common with others, existing roads for the purpose of ingress and egress.

- 2. Land Lease Term. The term of this lease is for four years commencing on the 1st day of May, 2022 and terminating on the 30th day of April, 2026.
- 3. Occupancy and Rental Amount. The TENANT is permitted to occupy the premises which are the subject of this Land Lease Agreement during the following months (check only one below):
 - $\frac{\rm X}{\rm Cal}$ Seasonal commencing May 1st through October 31st of each calendar year of the Lease payable at the rate of \$_4,227.34 \quad per year.
 - Seasonal commencing May $1^{\rm st}$ through October $31^{\rm st}$ of each calendar year of the Lease payable at the rate of \$\ per year \ and off season commencing November $1^{\rm st}$ through April $30^{\rm th}$ of each calendar of the Lease payable at a rate of \$\ per year.
- 4. Use. The TENANT agrees to use the premises for single family residential purposes to be occupied by TENANT'S "immediate family" (defined as the TENANT'S grandparents, parents, children, grandchildren and great grandchildren) only

and further subject to the terms, provisions, and covenants of this Land Lease Agreement. A violation of this provision will be considered a default as set forth below.

No tents, temporary shelters, trailers, mobile homes, campers, travel trailers or similar devices shall be permitted on the land. No tires that are not attached to a vehicle, cars, trucks or other motor vehicles of any kind shall be stored or kept on the land and only those motor vehicles in immediate use may be permitted. Boats, boating equipment, beach and lawn equipment utilized by TENANT are permitted. All old unutilized or damaged boats, boating equipment, piers, lifts, beach and lawn equipment must be removed from the premises or stored inside the premises by not later than October 31st of each year of this Lease. The only exception is with written permission of landlords.

A violation of this provision will subject the tenant to a daily penalty of \$25.00. In the alterative, LANDLORD has the option of considering said violation to be a default as set forth below.

5. Rent. The TENANT does hereby hire the premises for the total sum of \$16,909.36\$ for a term of 4 (four) years, payable as follows: \$4,227.34 due and payable on the 1st day of May, and on the 1st of May each and every year thereafter during the continuance of this lease.

The TENANT agrees to pay, in addition, personal property taxes levied by the taxing authority, special assessments including the annual assessment levied for the Indian Lake Sewer Project and service charges associated with the public sewer.

The TENANT agrees to pay, in addition, the increase in the real estate taxes from the amount of said real estate taxes that was utilized during the first year of this Lease in calculating the "base rent" that is set forth in paragraph three above. The TENANT understands that the base rent contains an allocation for real estate taxes and that any increase in said real estate taxes during the term of the Lease will be the responsibility of the tenant as determined by the LANDLORD.

6. Quiet Enjoyment. Upon paying the rent and performing all of the terms, conditions, and covenants of this Land Lease Agreement, the TENANT may peaceably and quietly have, hold, and enjoy the premises for the term of the Land Lease.

- 7. Noise. No TENANT or their guest shall cause or create any unreasonable loud noise or disturbance, injurious to the health, quiet, comfort or repose of persons in the area. Each of the following unreasonable noises and unreasonable disturbances are hereby declared to be a violation of this section; provided, however that the specification of the noise or disturbance shall not thereby be construed to exclude other violations of this section not specifically enumerated.
- (a) The playing of any radio, phonograph, television or other electronic or mechanical sound producing device, including any musical instrument, in such a manner or with such volume as to unreasonably upset or disturb the quiet, comfort or repose of other persons in the vicinity;
- (b) Yelling, shouting, hooting or singing at any time or place so as to unreasonably upset or disturb the quiet, comfort or repose of any persons in the vicinity;
- (c) The keeping of any animal, bird or fowl which, by frequent or extended noise, unreasonably disturbs the quiet, comfort or repose of any person in the vicinity, such as allowing or permitting a dog to bark or howl repeatedly in an area where such barking or howling can be clearly heard from a nearby property;
- (d) The operation of any automobile, motorcycle, or other motorized vehicle which is so out of repair or so loaded, equipped or constructed, as to cause loud grating, grinding, rattling, or other unreasonable noise, including the noise resulting from exhaust, which is clearly audible from nearby properties and unreasonably disturbs the quiet, comfort or repose of other persons in the vicinity. The modification of any noise abatement devise on a motor vehicle or engine, or the failure to maintain such motor vehicle so that the noise emitted therefrom is increased above that emitted by such vehicle or engine as originally manufactured, shall constitute a violation of this provision;
- (e) The sounding of any horn or other devise on any motor vehicle unless necessary to operate such vehicle safely or as required by the Michigan Vehicle Code or Uniform Traffic Code;
- (f) The discharging outside of any enclosed building of the exhaust of any stream engine, internal combustion engine, motor vehicle, or motor boat engine, except through a muffler or other similar devise which shall effectively prevent loud or explosive noises. The modification of any noise abatement devise on any motor vehicle or engine, or the failure to

maintain same so that the noise emitted from such vehicle or engine as originally manufactured, shall constitute a violation of this provision;

- (g) The construction, excavation, alteration, repair, or demolition of any building or premises, including sidewalks, so as to create noises which are unreasonably disturbing to the quiet, comfort or repose of other persons in the vicinity, except between the house of 8:00 a.m. and 8:00 p.m. of any day, except in instances of urgent necessity to protect the public health and safety;
- (h) The creation of loud or excessive noise unreasonably disturbing to the quiet, comfort or repose of other persons in the vicinity in connection with the operation, loading or unloading of any vehicle, trailer or other carrier, or in connection with the repair of any such vehicle;
- (i) The use of any drum, bullhorn, amplifier, or loudspeaker, or other instrument or device for the purpose of attracting attention which shall unreasonably disturb the quiet, comfort or repose of other persons in the vicinity;
- (j) The operation of any loudspeaker, amplifier, bullhorn or other sound amplifying device upon any vehicle on a street, or right of way for the purpose of advertising, promotion, announcement or other commercial purpose where such vehicle, speaker or sound amplifying equipment emits loud or raucous noises which are unreasonably disturbing to the quiet, comfort or repose of other persons in the vicinity; and,
- (k) The operation of any machinery, equipment or mechanical device so as to emit loud noises which are unreasonably disturbing to the quiet, comfort or repose of other persons in the vicinity.

The first time the TENANT violates this provision, TENANT agrees to pay a penalty to LANDLORD of $\frac{25.00}{100}$ within ten (10) days of receiving a bill from the LANDLORD for this expense. TENANT shall pay a late fee of $\frac{25.00}{100}$ per day if said penalty is not paid within $\frac{10}{100}$ days of the date of said notice.

The second time the TENANT violates this provision, TENANT agrees to pay a penalty to LANDLORD of $\frac{50.00}{0.00}$ within ten (10) days of receiving a bill from the LANDLORD for this expense. TENANT shall pay a late fee of $\frac{25.00}{0.00}$ per day if said penalty is not paid within $\frac{10}{0.000}$ days of the date of said notice.

If TENANT violates this provision on a third occasion, it shall be considered a default as set forth below.

8. Improvements. No improvements shall be constructed, built, placed or located upon the premises unless upon prior written consent of the LANDLORD, which consent shall not be unreasonably withheld. Written requests for LANDLORD's consent must contain building plans and specifications which accurately describe the proposed work and location upon the premises. All improvements shall be performed in accordance with the plans and specifications, applicable laws, ordinances, building codes adopted by the local municipality, and the provisions of this Land Lease Agreement. If appropriate, TENANT will be responsible for securing any and all permits and paying all fees associated with said permits. Any improvement constructed by the TENANT without the consent of the LANDLORD shall be removed within 30 days after LANDLORD'S demand for such removal. If the TENANT fails, refuses, or neglects to remove such improvement within 30 days from the date of such written demand, then the LANDLORD shall have the right to enter upon the premises and remove the improvement at the expense of the TENANT; and TENANT agrees to reimburse LANDLORD for all costs associated with the removal within 30 days or, in default thereof, the LANDLORD may, at its sole option and discretion, terminate this Land Lease Agreement. The TENANT shall be responsible for costs and expenses associated with the construction and maintenance of all improvements placed upon the premises. At the conclusion of the lease term, all improvements shall be removed; and if not so removed, they shall be deemed to be abandoned by the TENANT and shall become the property of the LANDLORD; or the LANDLORD may, at its option and discretion, remove and dispose of the improvements and any costs incurred by the LANDLORD (including actual legal fees and court costs) in association with the removal of the improvements shall be reimbursed by the TENANT upon 30 days' written notice.

For any violation of this provision, TENANT agrees to pay a penalty to LANDLORD of \$100.00 within ten (10) days of receiving a bill from the LANDLORD for this expense. TENANT shall pay a late fee of \$25.00 per day if said penalty is not paid within 10 days of the date of said notice.

9. Permanent Docks/Dock Bubbler Systems. Neither permanent docks nor dock bubbler systems shall be permitted at any time. TENANT acknowledges that permanent docks, as well as the bubbler systems which allow them to remain in the lake over the winter create an unacceptable risk of hazardous ice and dangerous

conditions. If a permanent dock and/or bubbler system is installed by the TENANT, TENANT consents to removal of same by LANDLORD at TENANT'S expense.

10. Indemnification, Insurance, Repair and Replacement. The TENANT agrees to indemnify and hold harmless the LANDLORD from any liability for damage to any person or property in, on, or about the premises from any cause whatsoever. The LANDLORD shall not be liable for property damage or personal injury caused by wind, fire, falling trees, or any defect in the premises or any other cause occurring in, on, or about the said premises. The TENANT shall procure and keep in effect during the term of this Land Lease Agreement personal liability insurance on the premises for the benefit of the LANDLORD in the minimum amount of \$500,000.00. Said personal liability insurance will be in conjunction with a standard homeowners policy of insurance on the premises which must be maintained by the TENANT. other limits on said insurance policy shall be such so as to provide adequate protection to replace the structures on the premises in the event that they are damaged or destroyed TENANT must list LANDLORD as an additional interest on said policy. TENANT shall deliver to LANDLORD, at the time of commencement of the Land Lease Agreement and upon each subsequent renewal of said insurance policy, either copies of the insurance policies or other evidence which demonstrates insurance coverage in accordance with the terms of this provision. Upon TENANT'S failure to do so, the LANDLORD may, at its option, obtain such insurance and the cost thereof shall be paid in the form of additional rent, due and payable within seven (7) days from the date a copy of the invoice is provided to the TENANT. Nothing contained herein shall be construed to affirmatively obligate the LANDLORD to obtain such insurance. In addition to the foregoing, the TENANT shall be responsible

In addition to the foregoing, the TENANT shall be responsible for and pay any costs of defense which LANDLORD may or might incur as a result of any such claim, including LANDLORD'S actual attorney fees associated therewith. TENANT agrees that LANDLORD will be included as an "additional interest" in the TENANT'S insurance policy as set forth above. TENANT agrees to provide LANDLORD with a declaration sheet from said insurance policy similar to that which is attached to this Lease and identified as "Exhibit 1." At a minimum, said declaration sheet must include all of the following information:

- Name of Insured being the TENANT on this Lease;
- Policy number;
- Limits of coverage;
- Contact address and telephone number for the TENANT'S insurance agent; and
- Provision that LANDLORD is an additional interest.

TENANT must provide the above-mentioned declaration sheet to LANDLORD within 10 days of the date when this Lease signed and within 14 days of the date when said insurance policy renews. For each day that TENANT is late in providing the declaration sheet to LANDLORD, TENANT shall pay to LANDLORD a penalty of \$25.00 per day.

By signing this Lease, TENANT agrees that it will serve as written authorization to TENANT'S insurance company to communicate with LANDLORD and to provide LANDLORD with any and all information requested by LANDLORD pertaining to said insurance policy and any claims made on said policy.

If a structure on the premises is damaged, partially destroyed or completely destroyed, TENANT agrees to repair it, replace it or demolish and remove it with complete clean up and leveling it and seeding grass of ground within 30 days of the date when the said damage/destruction occurred unless the deadline is extended in writing by the LANDLORD based upon the circumstances of the situation. TENANT agrees that TENANT is responsible for all clean up expenses incurred in this regard. TENANT agrees to pay a penalty to the LANDLORD of \$ 100.00 for each day that TENANT violates this provision concerning repair, replacement, demolishment and clean up.

11. Maintenance. The TENANT shall keep and maintain the premises and all improvements thereon in good, neat, and clean condition. Further, the TENANT agrees to be responsible for the removal of all limbs, brush, weeds, debris, and trash, when necessary, to comply with any and all regulations, laws, or ordinances adopted by the local municipality exercising jurisdiction, to keep the premises and all improvements in good and adequate repair. The TENANT shall assume and indemnify and save the LANDLORD harmless from any responsibility or costs associated with maintenance, repair or care of the premises and improvements thereon. In the event any trees located upon the premises become dead or diseased or, in the opinion of LANDLORD, are in a condition that all or a portion of them should be removed, then the removal shall be made by TENANT, at TENANT'S expense. No trees shall be cut or trimmed without securing the advance written permission of the LANDLORD. When such permission is secured, arrangements and payments for such action will be the responsibility of the TENANT.

As part of this maintenance provision, TENANT agrees that it will have the following responsibilities:

- a. If noxious weeds are found on the TENANT'S property, TENANT shall destroy such weeds before they reach a seed bearing stage and prevent the re-growth; and;
- b. To cut grasses and uncultivated vegetation on TENANT'S property with such frequency as shall be necessary to prevent the growths from exceeding a height of 10 inches.

The parties agree that "noxious weeds" means Canada thistle (Circium arvense) or other thistle, dodders (any species of Cuscuta), mustards (charlock, black mustard and Indian mustard, species of Brassica or Sinapis), wild carrots (Daucus caratoa), bindweed (Convolvulus arvensis), perennial sowthistle (Sonchus arvensis), hoary alyssum (Berteroa incana), ragweed (Ambrosia elatior 1.) and poison Ivy (ruus toxicodendron), poison sumac (toxidodendron vernis), pigweed, duckweed and milkweed.

Weeds or cause them to be destroyed or neglects fails or refuses to cut or cause to be cut as necessary grasses and uncultivated vegetation on the TENANT'S property so as to prevent the height of said growths from exceeding a height of 10 inches, then LANDLORD or its agent may be engaged to perform such work, may enter upon the TENANT'S property and destroy any noxious weeds by cutting or other lawful means or cut such grasses and uncultivated vegetation.

The TENANT shall be liable for all costs incurred by LANDLORD in connection with such cutting and destruction **plus** a \$50.00 administrative cost for **each** occurrence. LANDLORD shall provide TENANT with a written bill for the services performed that will be due within <u>15</u> days of the date when the bill is mailed by LANDLORD to TENANT. For each day that said bill is paid beyond the due date, there will be a late fee imposed of \$25.00 **per day**.

The TENANT shall rake and remove all leaves and tree debris from the premises by not later than May 15th of each year of this Lease. If the TENANT neglects, fails or refuses to honor this provision, then LANDLORD or its agent may be engaged to perform this service.

The TENANT shall be liable for all costs incurred by LANDLORD in connection with said leaf raking and removal plus a \$50.00 administrative cost for **each** occurrence. LANDLORD shall provide TENANT with a written bill for the services performed that will be due within 15 days of the date when the bill is

mailed by LANDLORD to TENANT. For each day that said bill is paid beyond the due date, there will be a late fee imposed of \$25.00 per day.

The TENANT shall not dump or pile seaweed or other debris from the lake on any portion of premises, any adjacent wooded areas or any wet land areas in the vicinity of the premises. The TENANT shall not allow anyone to violate this provision. Any seaweed or lake debris found on the premises will be removed by the LANDLORD or its agent.

The TENANT shall be liable for all costs incurred by LANDLORD in connection with said seaweed/lake debris removal plus a \$50.00 administrative cost for **each** occurrence. LANDLORD shall provide TENANT with a written bill for the services performed that will be due within 15 days of the date when the bill is mailed by LANDLORD to TENANT. For each day that said bill is paid beyond the due date, there will be a late fee imposed of \$25.00 **per day**.

- 12. Landlord's Right of Entry. The TENANT agrees to permit the LANDLORD, or an agent of LANDLORD, to enter upon the premises or any part thereof during reasonable hours for the purpose of inspection.
- 13. Condition of Premises. The TENANT expressly acknowledges that he/she has inspected and knows the condition of the premises and accepts same "as is" in its present condition. No representations as to the condition of the premises have been made by the LANDLORD or any agent thereof, prior to the execution of this Land Lease Agreement. TENANT acknowledges that it has not relied upon any representations of the LANDLORD in executing this Land Lease Agreement.
- 14. Liens. The TENANT shall not permit any lien to be placed against the premises; and no lien, mortgage, security interest, or other encumbrance shall be placed against the premises which may affect the title or interest of the LANDLORD in the premises or the building or improvements thereupon.
- 15. Abandonment. In the event the TENANT shall abandon or vacate the premises prior to the expiration of the lease term, the premises and any improvements located thereupon may be relet by the LANDLORD for such rent and upon such terms as the LANDLORD may determine in its absolute discretion. In the event that the rents derived shall not be sufficient to pay the rent set forth in this Land Lease Agreement, then the TENANT shall remain responsible for, and shall pay promptly, all such

deficiencies, including costs associated therewith, including actual attorney's fees.

If TENANT abandons or vacates the premises, TENANT agrees to execute a Bill of Sale to LANDLORD relinquishing any and rights that TENANT has in said premises. If TENANT fails to execute said Bill of Sale, TENANT agrees that the signing of this Lease will serve as a voluntary release of any and all rights that TENANT has to said property.

16. Real Estate Tax Reimbursement. The TENANT agrees that in the event the taxing and assessing authority shall levy taxes or special assessments against the LANDLORD'S property of which this premises is a part, the TENANT shall reimburse to the Landlord a pro rata share of such real property taxes and special assessments as shall be allocated to the premises. The determination of the TENANT'S pro rata share shall be made by the LANDLORD in the exercise of LANDLORD'S absolute discretion. Such share shall be payable by TENANT to LANDLORD no later than 30 days after LANDLORD furnishes a written notice or demand for payment to the TENANT. This amount shall be in addition to any other rent owed by TENANT under the terms of this Land Lease Agreement.

If TENANT fails to pay LANDLORD within the due date established in the preceding paragraph, a late fee of \$25.00 per day shall be imposed.

17. Utilities and Services. The LANDLORD shall not be responsible for furnishing utilities such as water, sewer, electricity, gas, telephone, cable, or other services (i.e. snow removal) to the premises. All such utilities and services shall be supplied by TENANT at TENANT'S sole cost and expense.

If TENANT or TENANT'S agent cause any damage in providing the services mentioned above, TENANT shall be responsible for the actual cost of repairing said damage within thirty (30) days of receiving a bill from LANDLORD for said damage expense. A late fee of \$25.00 **per day** will be imposed for all bills not paid within 15 days of the date of the same.

18. Assignment. The TENANT covenants and agrees not to assign, transfer or sublet this Land Lease Agreement in whole or in part or in any manner whatsoever. Any such assignment, transfer or subleting shall constitute a default by TENANT; and this lease shall immediately terminate and any party claiming under the TENANT shall be deemed to be a tenant-at-will or at sufference as provided in the paragraph set forth below for a

tenant holding over. All expenses incurred by or charged to the LANDLORD arising out of or resulting from the TENANT'S efforts to sell the improvements on the premises, assign the TENANT'S interest herein, or sublet the premises and its improvements including, without limitation, actual attorney's fees, accounting, management, recording, title, and survey fees shall be paid by the TENANT to the LANDLORD on demand as additional rent, whether or not the LANDLORD consents to such sale, assignment or subleting.

- 19. Holding Over. In the event that the TENANT shall holdover at the expiration of the land lease term, it shall not create a renewal of this land lease by operation of the law or otherwise; any renewal of future right of possession not evidenced by a written instrument, executed and delivered by LANDLORD, shall be a tenancy by sufferance only and the TENANT may be evicted without further notice of any kind. In the event that TENANT continues to occupy said premises after the term hereof, the TENANT shall remain subject to all the terms and conditions of this lease.
- 20. Default. A default of any term, condition, or covenant of this Land Lease Agreement shall constitute a default of the entire Land Lease Agreement; and the LANDLORD shall have the right to re-enter, repossess, and occupy the premises. In the event that Landlord is required to undertake legal proceedings to enforce any term of this Land Lease Agreement, then TENANT agrees to pay and be responsible for the actual attorneys fees and costs incurred by LANDLORD in connection with that enforcement.
- 21. Waiver of Default. No delay in exercising or omission of the right to exercise any right, authority, or remedy afforded to the LANDLORD shall impair that right or may be construed as a waiver of any breach, default, or as acquiescence thereto. One or more waivers of any breach of promise, term or condition of the lease by the LANDLORD shall not be construed by TENANT as a waiver of a continuing or subsequent breach of the same promise, term or condition.
- 22. Bankruptcy. The TENANT agrees that in the event any proceedings shall be filed by or against it in bankruptcy, receivership, trusteeship, or foreclosure, or if the TENANT shall make an assignment for the benefit of creditors, or if any interest in this lease or the premises is assigned without LANDLORD'S written consent, this lease shall become null and void at the election of LANDLORD.

23. Pets. Any pets owned or permitted by TENANT on the premises shall be kept so as not to violate the quiet enjoyment of other TENANTS' use of their premises. Pets should not be unattended and allowed to roam the neighborhood especially leaving manure that is not picked up by pet owner and also not to violate any and all local ordinances or State laws pertaining to pets/animals. All pets must be in compliance with the "noise" provision of this Land Lease Agreement.

The first time the TENANT violates this provision, TENANT agrees to pay a penalty to LANDLORD of $\frac{25.00}{\text{mos}}$ within ten (10) days of receiving a bill from the LANDLORD for this expense. TENANT shall pay a late fee of $\frac{25.00}{\text{mos}}$ per day if said penalty is not paid within 10 days of the date of said notice.

The second time the TENANT violates this provision, TENANT agrees to pay a penalty to LANDLORD of $\frac{50.00}{0.00}$ within ten (10) days of receiving a bill from the LANDLORD for this expense. TENANT shall pay a late fee of $\frac{25.00}{0.00}$ per day if said penalty is not paid within $\frac{10}{0.000}$ days of the date of said notice.

24. Late Fees. If a late fee is not provided for above, the provisions herein will apply. If a late fee provision is set forth above, the terms of that provision will supercede the terms set forth in this paragraph.

In the event that any rental sum, additional rental sum, or any other costs, obligation, or expense of the TENANT shall be overdue for more than seven (7) days, then the TENANT agrees to pay, in addition to said rental sum, costs, expense, or additional rent, an amount equal to $\frac{1}{1/2}$ percent as a handling or service charge. Further, in the event that the LANDLORD undertakes action to enforce the terms of this lease, then the TENANT agrees to pay court costs and actual attorney's fees incurred by LANDLORD.

25. Notice. Any notice, request, demand or approval which LANDLORD or TENANT may be required or permitted to give to the opposing party as provided by this Land Lease Agreement shall be in writing, mailed to the opposing party at the following address specified herein; and the time of giving such notice shall be when the same is deposited in an official United States Post Office Box with postage prepaid.

LANDLORD: Mumaugh Indian Lakes LLC & David E. Squiers Family

Trust
P.O. Box 66, Dowagiac, MI 49047

TENANT: Scott M. Armstrong

14257 Stacy St., Carmel, IN 46033

- 26. Joint and Several Obligation. If the TENANT is more than one person, any promise or agreement of the TENANT shall be the joint and several obligation of each TENANT party.
- 27. Captions. The captions used in this Land Lease Agreement are for convenience only and are not a part of this lease agreement and do not, in any way, limit, modify, or serve to interpret the terms and provisions thereof.
- 28. Entire Agreement. This Land Lease Agreement contains all the agreements and representations between the parties. None of the terms of this Land Lease Agreement may be waived or modified to any extent except by a written agreement signed and delivered by both parties.
- 29. Severability. If any of the provisions of this Land Lease Agreement shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.
- 30. Effective Date. This Land Lease Agreement shall be effective the later date set opposite the respective signatures shown below.

LEASE AGREEMENT NOTICE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS RESQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

The parties hereto have set their hands and seals on the date opposite their signatures.

AGREEMENTS/MUMAUGH/LEASE

Revised: April 2, 2015

The parties hereto have set their hands and seals on the date opposite their signatures.

	LANDLORDS: MUMAUGH INDIAN LAKES LLC DAVID E. SQUIERS FAMILY TRUST
DATED:	BY:ITS MANAGER
Dated: 4/18/22	TENANT:
Dated:	
Exhibits - Insurance declaration sample sheet (Exhibit 1)	

AGREEMENTS/MUMAUGH/LEASE
Revised: April 2, 2015