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LEASE AGREEMENT BETWEEN  
MICHIGAN COMMISSION OF AGRICULTURE  
AND SOFTBALL CITY

This lease, entered into in the City of Lansing, State of Michigan, this 1<sup>ST</sup> day of March, 1976, by and between the MICHIGAN COMMISSION OF AGRICULTURE, hereinafter referred to as LESSOR and SOFTBALL CITY, INC., a Michigan corporation, hereinafter referred to as LESSEE.

TERMS

1. LESSOR, for and in consideration of the agreements of the LESSEE herein made, does hereby lease to the LESSEE a certain portion of the Michigan State Fairgrounds located in the City of Detroit, County of Wayne, State of Michigan, and particularly described in Appendix A1, attached hereto. LESSEE and its invitees are to have access to the ingress and egress roads to and from Eight Mile Road. Such leased property is diagramed as the darkened in area on the attached map of the Michigan State Fairgrounds, such map being Appendix A, attached hereto and made a part hereof.

2. This lease is for a term of (3) five years, commencing on March 1, 1976.

3. Provided and on the condition that this lease is not previously cancelled or terminated by either party, as in this lease provided, by operation of law, or otherwise, and LESSEE has during the whole of the term herein provided, faithfully complied with and performed all the covenants and conditions in this lease on his part to be performed, then LESSEE herein is given the option to renew the within lease for (3) three-year period, and upon the completion thereof, for a further period of (2) two years. LESSEE must, in order to exercise such options to renew, notify LESSOR by written notice served either personally

Acceptance of this lease by Lessor is further subject to the approval of the State Administrative Board.

MAY 10 1977  
WEST E. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

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on or before (6) six months prior to the expiration of each term or by certified mail postmarked no later than (6) six months prior to the expiration of each term. It is agreed between the parties that notice once given is irrevocable. The terms of payment for the renewal period starting March 1, 1981, shall be based on the dollar figure stated in paragraph (4) four of this lease, increased in that proportion which the Consumers Pricing Index (U.S. City Average) of the U.S. Bureau of Labor Statistics, (or any new pricing index which replaces the Consumers Pricing Index) for the month of January, 1981, bears to the Consumers Pricing Index, (U.S. City Average), for January 1976. The terms of payment for the renewal period starting March 1, 1984, shall be based on the dollar figure stated in paragraph (4) four of this lease, increased in that proportion which the Consumers Pricing Index, (U.S. City Average) of the U. S. Bureau of Labor Statistics, (or any new pricing index which replaces the Consumers Pricing Index) for the month of January, 1984, bears to the Consumers Pricing Index, (U.S. City Average) for January 1976.

The parties hereto are aware of studies having been promulgated by the State of Michigan which concern themselves with other development of the premises which are the subject of this lease; and in the event that the State of Michigan or any instrumentality thereof should determine that some use or other development should be made of the subject premises, pursuant to such studies, then, this lease may be terminated by LESSOR, but only upon the following conditions:

- (a) Such proposed use or redevelopment shall be inconsistent with the use put to the subject premises by LESSEE herein.
- (b) LESSEE herein shall be given (9) nine months notice of the termination hereunder.

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- (c) All improvements to the leased premises made by LESSEE shall revert to LESSEE.
- (d) The State of Michigan or any instrumentality thereof shall be committed to proceed with such other development of the subject premises, either by act of the Legislature, bonding proposal, or some other equally concrete commitment.
- (e) Such redevelopment shall commence no later than (1) one year after the giving of notice.
- (f) No such redevelopment may begin until after the 6th anniversary date of the signing hereof.
- (g) If termination should occur during any period, the rent for which has been prepaid by LESSEE, LESSEE shall be entitled to a refund of such prepayment according to Schedule B, attached hereto and incorporated.

4. LESSEE shall remit to LESSOR at LESSOR's principal office in the City of Lansing, State of Michigan, or at such other place or places as LESSOR may from time to time designate, rent at the rate of \$52,500 per annum, payable in lawful money of the United States on the first day of each March in advance. It is agreed between the parties that LESSEE has, prior to the acceptance of this lease, paid \$10,000, which sum shall be a credit toward the first year's payment.

5. Upon termination of this lease, by either party, or by operation of law, or otherwise, all buildings and improvements on the leased premises shall revert to the land and title thereto shall immediately vest in LESSOR. However, if such lease terminates in accordance with the final portion of paragraph (3) this is,

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by paragraph (9) (b) nine, or by paragraph (15) fifteen, LESSEE may remove all such buildings and improvements.

6. LESSEE hereby agrees to construct and maintain softball and/or hardball diamonds for the playing of softball and/or hardball, allowing for parking on the leased premises in the immediate vicinity of said diamonds. LESSEE further agrees to construct and operate concession stands and a sporting goods store. The building plans and specifications and modifications thereof must be in accordance with such building plans, provisions, or regulations as are regularly employed by the State of Michigan. LESSEE further agrees to maintain fully and at all times keep the premises upon which the same are situated in good repair, painting, repairing and decorating the same as needed, and to provide, at its own expense, for the maintenance of the premises including, but not limited to, the removal of rubbish, paper, bottles, and other debris, including abandoned vehicles from the leased premises. LESSOR shall have no obligation to provide security guards for the leased premises nor be liable for any vandalism or other damage to LESSEE's property.

7. LESSEE is to have access to and use of the leased premises for the purposes noted in paragraph (6) six above. LESSEE may use the leased premises for professional softball games on (10) ten dates during the calendar year. In the event LESSEE desires the leased premises for professional softball in excess of such number, LESSEE must obtain the approval of LESSOR. LESSEE must make such request in writing at least (30) thirty days prior to each date in excess of the (10) ten days noted above. LESSOR must object within (7) seven days from the receipt of such request. LESSOR's failure to so object shall be construed as approval.

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8. In the event that parking spaces on the leased premises are insufficient for LESSEE and its invitees, LESSOR hereby agrees to provide additional parking spaces at the State Fairgrounds. Such additional parking spaces shall be provided under conditions specified by LESSOR, including the establishing of a reasonable charge to those utilizing said parking facilities.

9. LESSOR, in consideration of the agreements of the LESSEE set forth, agree as follows:

- (a) That the LESSEE on payment of the aforesaid rent and performance of covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the leased premises providing that the use of said premises by the LESSEE shall at no time interfere with arrangements or the preparation for the staging or holding of the Annual Michigan State Fair. LESSOR agrees to notify LESSEE of the dates of the Annual Michigan State Fair no later than January 1 of the year of each Fair.
- (b) That in the event of war or other public emergency or catastrophe because of which condition the leased portion of the Michigan State Fairgrounds should for any cause be appropriated for any period of (30) thirty days or less through some reason or cause beyond the control of the LESSOR, then and in that event the LESSEE may consider this

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Agreement or Lease as in suspension and be entitled to a reimbursement of prepaid lease payments according to Schedule B attached hereto and incorporated herein. In the event such appropriation exceeds (30) thirty days, LESSEE may elect (1) to cancel and forthwith terminate the Lease, or, (2) to consider this Agreement as in suspension and be entitled to reimbursement as outlined above. PROVIDED, that in no event shall there be any liability for damages on the part of the LESSOR to the LESSEE.

10. LESSEE shall maintain, at its own expense, property insurance upon the buildings and improvements made by the LESSEE. This insurance shall include the interests of the LESSOR and shall insure against the perils of fire, extended coverage perils, vandalism and malicious mischief for amounts not less than 80% of the actual cash value of the properties.

LESSEE'S Liability Insurance. LESSEE shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the LESSEE's operations under the Lease, whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

- (1) Claims under workmen's compensation, disability benefit and other similar employee benefit act.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

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- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, subject to limits of liability of not less than \$500,000 each occurrence and, when applicable \$1,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$750,000 each occurrence and when applicable, \$1,000,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater.

II. LESSEE hereby expressly agrees to save harmless, defend and indemnify LESSOR, its agents and employees, the State of Michigan, and the Michigan Department of Agriculture from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of action or judgments which may in any manner be imposed on or incurred by LESSOR, its

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agents and employees, the State of Michigan or the Michigan Department of Agriculture for any personal injury, loss of life, and/or damage to property, including LESSOR's agents, employees, and property, resulting from, arising out of, or in any way connected with the installation, operation, use or dismantling of improvements and the occupation and use of the herein leased premises by LESSEE or its agents, employees, invitees or guests, or an act of omission of same. LESSEE agrees that all contracts or agreements with all players, sponsors, teams, subcontractors and employees will contain a clause notifying such party that the State of Michigan, its agencies, agents and instrumentalities thereof are not parties to the contract and are in no way liable for any wrong incurred of whatsoever nature. LESSEE further agrees that the reverse side of all tickets for spectators to the ball games shall state that the State of Michigan, or any instrumentality thereof is in no way liable for any injuries or damages to people or property on the leased premises. LESSEE further agrees to provide a sign at main entrances and exits stating the State of Michigan or any instrumentality thereof is in no way liable for injuries or damages to people or property.

12. Pursuant to the requirements of section 4 of Act No. 251, PA 1955, as amended, and Act No. 344, PA 1965, as amended, the LESSEE agrees not to discriminate against any employees or applicant for employment to be employed in the performance of this lease, with respect to his hire, tenure, terms of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, or sex. The LESSEE further agrees to insert this requirement in all of its subcontracts for services, materials, components and in other areas of agency necessitated in the performance of this agreement.

13. LESSEE agrees to pay for all utilities used on the leased premises during the term of this lease, and it shall be LESSEE's obligation to

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notify utility service providers that LESSEE is the proper obligor, and to provide for installation of necessary meters.

14. LESSEE agrees that the leased premises shall not be utilized by LESSEE during the period of the holding of the Annual Michigan State Fair. LESSEE further agrees to permit LESSOR or its agents to utilize any and all the leased premises, for parking and for the utilization of the stage during the Annual Michigan State Fair, with the exception of the infield of the ball diamonds. LESSOR agrees to notify LESSEE of the dates of the Annual Michigan State Fair as noted in paragraph (9) nine (a) above. LESSEE agrees to remove fences or other impediments which would obstruct parking facilities, or in the alternative, to provide access allowing for parking in the designated areas. LESSEE agrees to have leased property ready for Fair use at least (8) eight hours prior to Fair opening. It is agreed by the parties hereto that LESSOR and its agents are not responsible for any damage caused by such parking or utilization of the stage. In the event LESSEE avails itself of the option to renew granted in paragraph 3, LESSOR agrees to notify LESSEE of the dates parking will be needed during the renewal period.

15. LESSEE agrees to pay for one-half of the cost of reconstructing the underpass under the racetrack at a time to be chosen by LESSOR. Reconstruction of said underpass is to commence within (90) ninety days of LESSOR's written request. In the event LESSEE chooses not to reconstruct said underpass, LESSEE may declare this lease to be terminated and remove all improvements on the leased premises in accordance with paragraph (5) five.

16. LESSEE agrees that LESSOR IS NOT responsible for the destruction of or damage to any and all structures on the leased premises.

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17. No change in control of the corporate stock ownership of LESSEE may take place without the approval of LESSOR. LESSEE agrees to notify LESSOR at least 32 days prior to any proposed change in corporate stock ownership or assignment of lease. Any objection thereto by LESSOR shall be for reasonable cause, in writing, and delivered to LESSEE no later than (40) forty days after notice of such proposed change or assignment. Failure to state objection within such (40) forty day period constitutes approval.

18. LESSEE expressly agrees that LESSOR's agents and employees, and agents for police authorities or governmental agencies, may, at any time enter upon and inspect any portion of the leased premises to enforce compliance with applicable statutes, ordinances or rules and regulations. The LESSEE further agrees upon request during the term of this lease, to permit any authorized representatives of the LESSOR or of any other department of state government of the State of Michigan to inspect its books, records and correspondence.

19. Such lease shall terminate upon sale of the State Fairgrounds by the State. In case of such sale, the LESSEE shall be reimbursed for that part of the original cost of such construction or improvement in the same ratio as the remaining years in the lease bear to the term of the lease and depreciation shall be first subtracted from original costs, and the remainder therefrom prorated.

20. If at any time, proceedings in bankruptcy shall be instituted by LESSEE, or if the LESSEE assigns over its estate or effects for payment of its debts, or if there is a sale of LESSEE's leasehold interest in this lease pursuant to a Writ of Execution, or if a receivership or trusteeship is appointed and not vacated within (60) sixty days, or in case LESSEE fails or omits to perform any of the covenants or conditions herein contained, the terms of this lease shall expire

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(30) thirty days after notice in writing by LESSOR to LESSEE. Such notice shall be sent by LESSOR addressed to the leased premises. Upon receipt of such notice, this lease shall terminate unless LESSEE remedies such breach of condition or covenant within (30) thirty days of receipt of such notice. In the event of termination of this lease by breach of a condition or a covenant, this lease shall cease and come to an end in the same manner and to the same effect as if that were the date originally fixed herein for the expiration of the term.

21. A default in the payment of rent herein provided or any part thereof for a period of (15) fifteen days after its due date shall be deemed a breach of this lease by LESSEE, and LESSOR, in such event may at his option declare this lease to be terminated. Notice shall be given of such termination by LESSOR to LESSEE and is effective upon receipt thereof by LESSEE.

22. It is expressly understood and agreed that LESSEE may not sell, assign, mortgage, pledge or otherwise encumber this lease without the prior express, written approval of the Michigan Department of Agriculture and the Michigan State Administrative Board. LESSEE may not pledge or use as collateral any buildings or improvements incorporated onto the leased property. Upon LESSEE's failure to abide by the terms of this provision, LESSOR may, at its option, declare this lease terminated in the same manner noted in paragraph (20) twenty.

23. LESSEE agrees to install and maintain, at its own expense, metal fencing along the South arc of the outer perimeter of the racetrack. Such fencing is to adjoin that presently in existence on the West or Club House side and is to continue to and adjoin that fencing on the East side by the railroad tracks. Such fencing is to be consistent in height, material and quality with that fencing already present. LESSEE further agrees to maintain in proper condition all presently existing fencing.

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24. LESSEE agrees to pay all applicable taxes relating to its use of the leased premises.

Signed and sealed this 9 day of May, 1977 at LANSING, Michigan.

MICHIGAN COMMISSION OF AGRICULTURE

Witness:  
Deborah Skoczylas  
DEBORAH SKOCZYLAS  
Donald F. Weldon Jr  
DONALD F. WELDAY, JR  
Deborah Skoczylas  
DEBORAH SKOCZYLAS  
Donald F. Weldon Jr  
DONALD F. WELDAY, JR

By: B. Dale Ball  
Its EXECUTIVE DIRECTOR  
B DALE BALL

SOFTBALL CITY, INC.

By: Dave Robinson  
Its President  
DAVE ROBINSON

STATE OF MICHIGAN  
COUNTY OF Ingham ss

On this 9th day of May, 1977, before me, a notary public in and for said County, appeared B. Dale Ball and Dave Robinson to me personally known, who, being by me sworn, did say that they were duly empowered to execute the foregoing lease on the part of the entities for which they appeared, and that said instrument was signed and sealed in behalf of said entities and the signatories acknowledge said instrument to be the free act and deed of said entities.

Juliana W. Hanssens  
Notary Public, Ingham County, Michigan  
JULIANA W. HANSENS  
Notary Public, Ingham Co., Mich  
My commission expires April 29, 1979

This lease has been approved as to legal form by the Michigan Attorney General and approved by the Michigan State Administrative Board on May 24, 1977

Witness:  
B. Dale Ball  
Donald F. Weldon Jr  
Director, Department of Management & Budget  
GENEAL H. MILLER

DRAFTING BY AND RETURN TO:  
DONALD F. WELDAY JR.  
Attorney at Law  
500 NORTHLAND TOWERS EAST  
SOUTHFIELD MICHIGAN 48075

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APPENDIX A-1

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Description of Infield of Michigan State Fair Grounds Track and

Adjacent Parking:

Part of the Northwest 1/4 of Section 2, T1S, R11E, City of Detroit, Wayne County, Michigan, described as beginning at a point distant S 89° 10' 00" W 154.26 ft., along the North line of Section 2, and S 30° 36' 15" E 397.80 ft., from the North 1/4 corner of Section 2 T1S, R11E, AND PROCEEDING THENCE S 30° 36' 15" E 1339.47 ft.; thence along a curve concave to the Northwest 1319.47 ft., radius 420.00 ft., central angle 180° 00' 00" chord S 59° 23' 45" W 840.00 ft., thence N 30° 36' 15" W 1339.47 ft.; thence along a curve concave to the Southwest 1319.47 ft., radius 420.00 ft., central angle 180° 00' 00" chord N 59° 23' 45" E 840.00 ft., to the POINT OF BEGINNING, containing 38.552 Acres, subject to easements of record if any.

ALSO:

Part of the Northwest 1/4 of Section 2, T1S, R11E, City of Detroit, Wayne County, Michigan, described as beginning at a point distant S 99° 10' 00" W 585.44 ft., along the North line of Section 2, and S 20° 03' 58" E 54.16 ft., from the North 1/4 corner of Section 2, T1S, R11E, AND PROCEEDING THENCE S 20° 03' 58" E 60.29 ft.; thence along a curve concave to the Southeast 260.00 ft., radius 500.00 ft., central angle 22° 55' 06" chord S 50° 46' 43" W 198.67 ft.; thence along a curve concave to the West 187.53 ft., radius 600.00 ft., central angle 17° 54' 29", chord N 12° 01' 34" W 186.77 ft.; thence S 89° 51' 37" E 172.14 ft., along a chain link fence, to the POINT OF BEGINNING, containing 0.439 Acres, subject to easements of record, if any.

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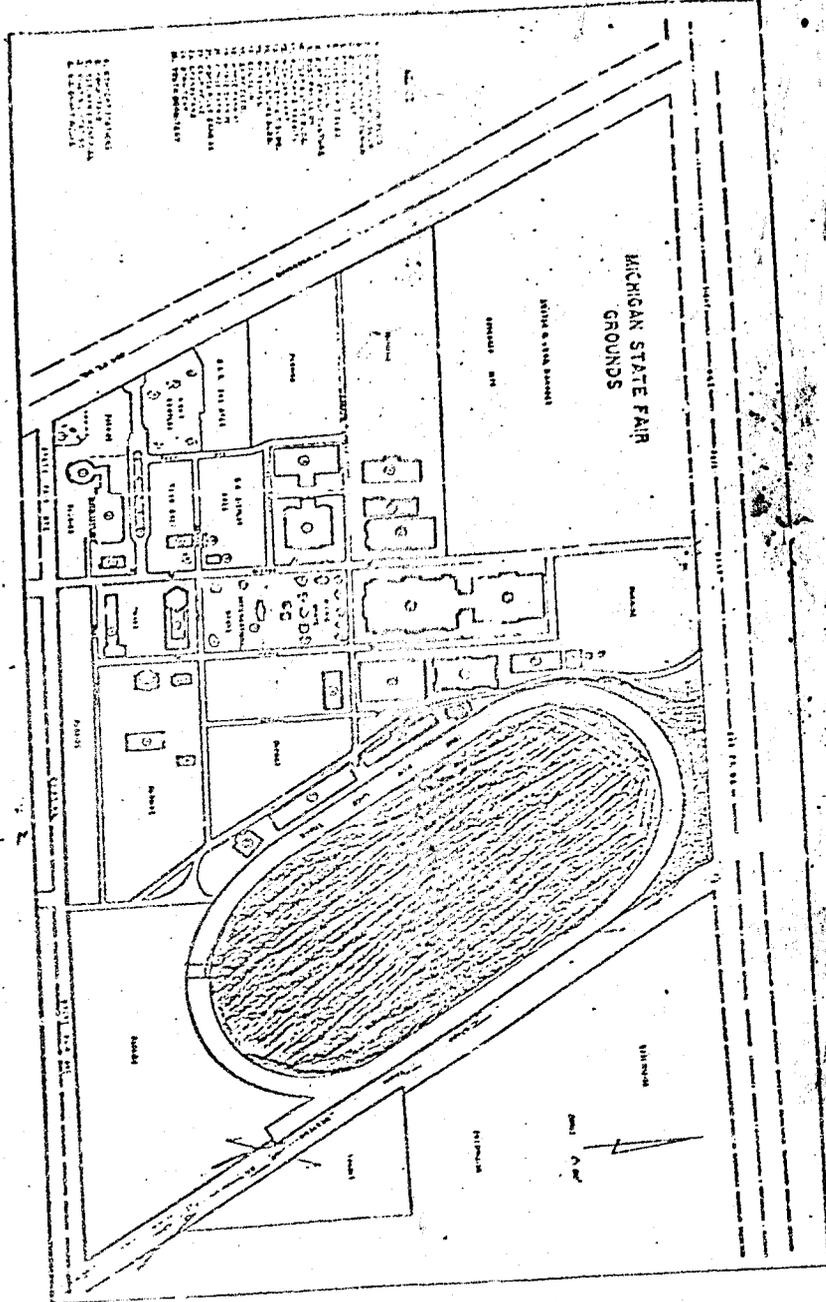
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1. ALL BUILDINGS TO BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN BUILDING CODE, 1931, AS AMENDED.
   
 2. ALL BUILDINGS TO BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK.
   
 3. ALL ROOFS TO BE OF FLAT OR GABLE TYPE.
   
 4. ALL FOUNDATIONS TO BE OF CONCRETE.
   
 5. ALL EXTERIOR WALLS TO BE FINISHED WITH PLASTER OR STUCCO.
   
 6. ALL INTERIOR WALLS TO BE FINISHED WITH PLASTER OR STUCCO.
   
 7. ALL FLOORS TO BE OF CONCRETE OR WOOD.
   
 8. ALL CEILING TO BE OF PLASTER OR STUCCO.
   
 9. ALL ROOFING TO BE OF ASBESTOS SHINGLES OR EQUIVALENT.
   
 10. ALL WINDOWS TO BE OF DOUBLE GLASS.
   
 11. ALL DOORS TO BE OF SOLID WOOD.
   
 12. ALL PAINTS TO BE OF THE BEST QUALITY.
   
 13. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN ELECTRICAL CODE, 1931, AS AMENDED.
   
 14. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN PLUMBING CODE, 1931, AS AMENDED.
   
 15. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE, 1931, AS AMENDED.
   
 16. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN GAS CODE, 1931, AS AMENDED.
   
 17. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN SANITARY CODE, 1931, AS AMENDED.
   
 18. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN FIRE CODE, 1931, AS AMENDED.
   
 19. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN SAFETY CODE, 1931, AS AMENDED.
   
 20. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN HEALTH CODE, 1931, AS AMENDED.

Appendix A

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Appendix A

SCHEDULE B

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February	7%
March	15%
April	15%
May	10%
June	10%
July	10%
August	10%
September	10%
October	7%
November	2%
December	2%
January	2%

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The above Schedule is adopted without any experience. It is agreed that this Schedule may be modified from year to year in accordance with the cash flow of the prior calendar year.