

**TEMPORARY FACILITY LEASE**  
**Job# 25161152208**

This Lease is made and entered into on December 11<sup>th</sup>, 2023 (the “Effective Date”) by and between Village of Pinckney (“Village” or “Landlord”) and M.J. Electric, LLC (“Tenant”).

1. Subject to the terms, provisions, and conditions and covenants hereinafter set forth, Village hereby leases to the Tenant that certain real property described as approximately 1.04 acres of vacant land located at the latitude/longitude coordinate of (42.442611, -83.946076) in Livingston County, also known as the address 1600 Patterson Lake Rd, Pinckney, MI 48169, which is more specifically described on Exhibit “A” attached hereto (the “Premises”), and grants to Tenant and Tenant’s employees, subcontractors, suppliers, and agents ingress and egress to and from the Premises together with access over and through all access drives, driveways and common areas for the use and enjoyment of the Premises. However, Tenant acknowledges that the Premises are in a secured fenced area, and Tenant shall be responsible for identifying those persons it has authorized to have access to the Premises and shall assume full responsibility for those identified persons while in the Premises and when accessing the Premises on the Village’s property.
2. This Lease shall commence on the Effective Date December 11<sup>th</sup>, 2023, and shall continue in full force and effect on a month-to-month basis and may be cancelled by either party by providing the other party thirty (30) days’ written notice of its intent to terminate the lease.
3. As “Rent” hereunder, Tenant shall pay Village, on the first day of each month the sum of Two Thousand Dollars (\$2,000.00). Any Rent due for partial month’s shall be pro-rated.
4. Tenant shall use the Premises for the purpose of storing material, equipment, and vehicles (the “Permitted Use”). Tenant represents and warrants that it has examined the Premises and is taking possession of the Premises in its “as is” condition. All personal property on the Premises shall be kept at the Premises at the Tenant’s sole risk. The Tenant shall be responsible for insuring its personal property against loss or damage from any cause.
5. Tenant, at its own expense, shall provide and maintain in force during the term of this lease insurance required to be carried by Tenant, including, commercial general liability insurance, workers’ compensation insurance, and automobile liability insurance at levels approved by the Village, and shall include the Village and its employees and officials as additional named insureds on the general liability insurance. Upon request, Tenant shall furnish Village with copies of all applicable certificates of insurance.
6. Upon the termination of this Lease, Tenant shall surrender the Premises to Village in the same condition as when delivered to Tenant, except for (a) normal wear and tear, (b) liens, encumbrances and other claims for which Village is responsible, and (c) conditions for which Tenant did not cause or is not obligated under this Lease.
7. Tenant releases, waives, and discharges the Village of Pinckney, its departments, officers, employees and agents, from all liability to Tenant for all injury arising out of this Lease.

8. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Tenant in the performance of this Lease shall be the responsibility of the Tenant, and not the responsibility of the Village, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Tenant, any subcontractor, anyone directly or indirectly employed by the Tenant.
9. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Village in the performance of this Lease shall be the responsibility of the Village and not the responsibility of the Tenant if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Village employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Village or its employees as provided by statute or court decisions.
10. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Village and the Tenant in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the Village and the Tenant in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the Village, or its employees, as provided by statute or court decisions.
11. Village covenants, warrants and represents that the Premises (including the land thereunder) does not contain any environmental hazards, except which have been specifically disclosed to Tenant.
12. All Notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth below: (i) in person; (ii) via email with confirmation of delivery, (iii) by overnight carrier service; or (iv) by certified or registered mail, postage prepaid. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified or registered mail, three (3) days after such mailing. Village and Tenant may from time to time by written notice to the other designate another address for receipt of future Notices.
13. This Lease shall become effective and binding only upon the execution and delivery of this Lease by both Village and Tenant. For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile, Email or .PDF transmission of an executed counterpart of this Lease shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile, electronic or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this Lease. Time is of the essence in the performance of this Agreement. This Lease shall be governed and construed in accordance with the laws of the state in which the Premises is located. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors.

14. Modifications, amendments, or waivers of any provision of this Lease shall be made only by written mutual consent of the parties hereto. The Tenant may not sublet or assign this Lease without the Village's prior written approval.
15. The persons signing this Lease on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Lease has been authorized by said parties.

IN WITNESS WHEREOF, this Lease is hereby executed as of the date first above set forth.

**Village:**  
**Village of Pinckney**

**Tenant:**  
**M.J. Electric LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Linda Lavey

Name: D. Paul Randby

Title: Village President

Title: Executive Vice President-  
Utility Division

*Address for Notices:*

*Address for Notices:*

220 S. Howell

2235 Pewabic Street

Pinckney, MI 48169

Iron Mountain, Mi 49801

Phone: (734) 878-6206

Phone: (906) 779 - 8379

Fax: \_\_\_\_\_

Fax: (906) 774 - 8000

Email: llavey@villageofpinckney.org

Email: Mason.mondro@mjelectric.com

*With copy to:*

*Quanta Services, Inc.  
2727 North Loop West  
Houston, Texas 77008  
Attn: General Counsel and Real Estate  
Portfolio Manager*

## EXHIBIT "A"

### *PREMISES DESCRIPTION* (Legal Description or Site Plan, if applicable)

1600 Patterson Lake Rd, Pinckney, Mi 48169

