URBAN REDEVELOPMENT CORPORATIONS LAW (EXCERPT) Act 250 of 1941

125.921 Provisions of lease.

Sec. 21. Provisions of lease.

If real property of a city be leased to a redevelopment corporation:

- (1) The lease may provide that all improvements shall be the property of the lessor;
- (2) The lessor may grant to the redevelopment corporation the right to mortgage the fee of such property and thus enable the redevelopment corporation to give as security for its notes or bonds a first lien upon the land and improvements;
- (3) The execution of a lease shall not impose upon the lessor any liability or obligation in connection with or arising out of the financing, construction, management or operation of a development involving the land so leased. The lessor shall not, by executing such lease, incur any obligation or liability with respect to such leased premises other than may devolve upon the lessor with respect to premises not owned by it. The lessor, by consenting to the execution by a redevelopment corporation of a mortgage upon the leased land, shall not thereby assume, and such consent shall not be construed as imposing upon the lessor, any liability upon the note or bond secured by the mortgage;
- (4) The lease may reserve such easements or other rights in connection with the real property as may be deemed necessary or desirable for the future planning and development of the city and the extension of public facilities therein (including the construction of subways and conduits, the widening and change of grades of streets); and it may contain such other provisions for the protection of the parties as are not inconsistent with the provisions of this act.

History: 1941, Act 250, Imd. Eff. June 16, 1941;—CL 1948, 125.921.