

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and David and Julie Thomson, of 3152 Island Beach Road, Marquette, MI 49855, ("Thomson"), licensee, enter into this agreement on _____, 2021, subject to the following conditions:

1. Background. The City owns the Island Beach Road public right of way, in the City of Marquette, and State of Michigan.
Thomson desires to construct landscaping and a fence ("Fence"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$250.00, the City grants to Thomson the right to construct the Fence on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Thomson shall construct, and at all times while this License is in effect, maintain the Fence in good repair. Thomson shall be responsible for all fees and expenses related to the construction and maintenance of the Fence and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Fence except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Thomson shall be responsible for any removal of, repair to or replacement of the Fence in connection with utility work. Thomson shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Thomson shall reimburse the City for any physical damages to the City's public right of way caused by Thomson's use on the real estate. Thomson, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Thomson's use. Thomson's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Thomson reserves the right to control the defense and settlement of any claim for which Thomson has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Thomson shall remove the Fence from the real estate, at her own expense. Thomson shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Jennifer A. Smith
Its: Mayor

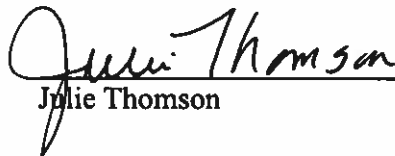
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2021,
by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan
municipal corporation.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

David Thomson


Julie Thomson

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 30, 2021,
by David Thomson and Julie Thomson.

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024

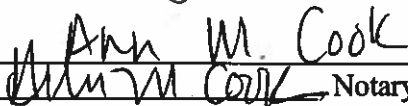

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

EXHIBIT A
05-PRU-06-2021
3152 Island Beach Rd.



In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

