

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and TIMOTHY AND AMANDA JOHNSON of 901 W. Magnetic Street, Marquette, Michigan 49855, "Johnson," enter into this agreement on _____, 2022, subject to the following conditions:

1. Background. The City owns the Magnetic Street right of way, in the City of Marquette, and State of Michigan.
Johnson desires to construct a driveway ("Driveway"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$255.00, the City grants to Johnson the right to construct and maintain the Driveway on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Johnson shall construct, and at all times while this License is in effect, maintain the Driveway in good repair. Johnson shall be responsible for all fees and expenses related to the construction and maintenance of the Driveway 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 Driveway except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Johnson shall be responsible for any removal of, repair to or replacement of the Driveway in connection with utility work. Johnson 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 real estate.
5. Reimbursement for damages. Johnson shall reimburse the City for any physical damages to the City's real estate caused by Johnson's use on the real estate. Johnson 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 Johnson's use. Johnson'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. Johnson reserves the right to control the defense and settlement of any claim for which Johnson 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, Johnson shall remove the Driveway from the real estate, at its own expense. Johnson 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

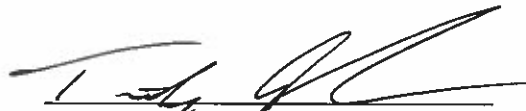
By: Jennifer A. Smith
Its: Mayor

By: Kyle Whitney
Its: Clerk

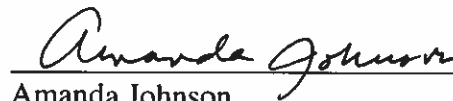
STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2022,
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



Timothy Johnson

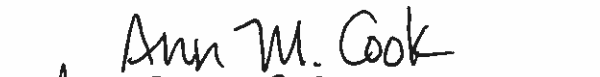



Amanda Johnson

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 30, 2022,
by Timothy Johnson and Amanda Johnson.

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



Legend

- Building FootPrints
- Parcels_Address Labels
- Parcels_PIN Label
- Street Labels
- Streets
- MBLP_fiber_Line**
- oh_ug**
- Overhead
- Underground
- FiberLines
- Fire Hydrants
- WaterShutOff
- Water Valves & Gates
- Water Lateral Lines
- Watermains
- Water Structures
- Storm Manholes
- Storm Catch Basins
- Storm Pipes
- Sewer_Lift_Stations
- SewerCleanOuts
- Sewer System Valves
- Sewer Manholes
- San Flow Direction**
- FLOW_DIR**
- EAST
- NORTH
- SOUTH
- WEST
- Sewer Lateral Lines
- Sewer Pressurized Mains
- Sew Not Slip Lined
- Sew Slip Lined
- Parks
- City_of_Mqt_Ortho_2012.sid**
- RGB**
- Red: Band_1
- Green: Band_2
- Blue: Band_3

EXHIBIT A
 04-PRU-07-2022
 Licensed Area shown in Yellow
 Size: approx. 40' x 100'
 Adjacent to 901 W. Magnetic St.
 Licensed to A. & T. Williams

License Area
 ~ 40' x 100'

Gas Main Loc Gen Ref
 Size2

1.5
 COP
 1996

6
 CAS
 1956

901
 MDR
 0660110

901

819
 MDR
 0650200

819

817
 MDR
 0650190

817

455
 CR
 0515031

455