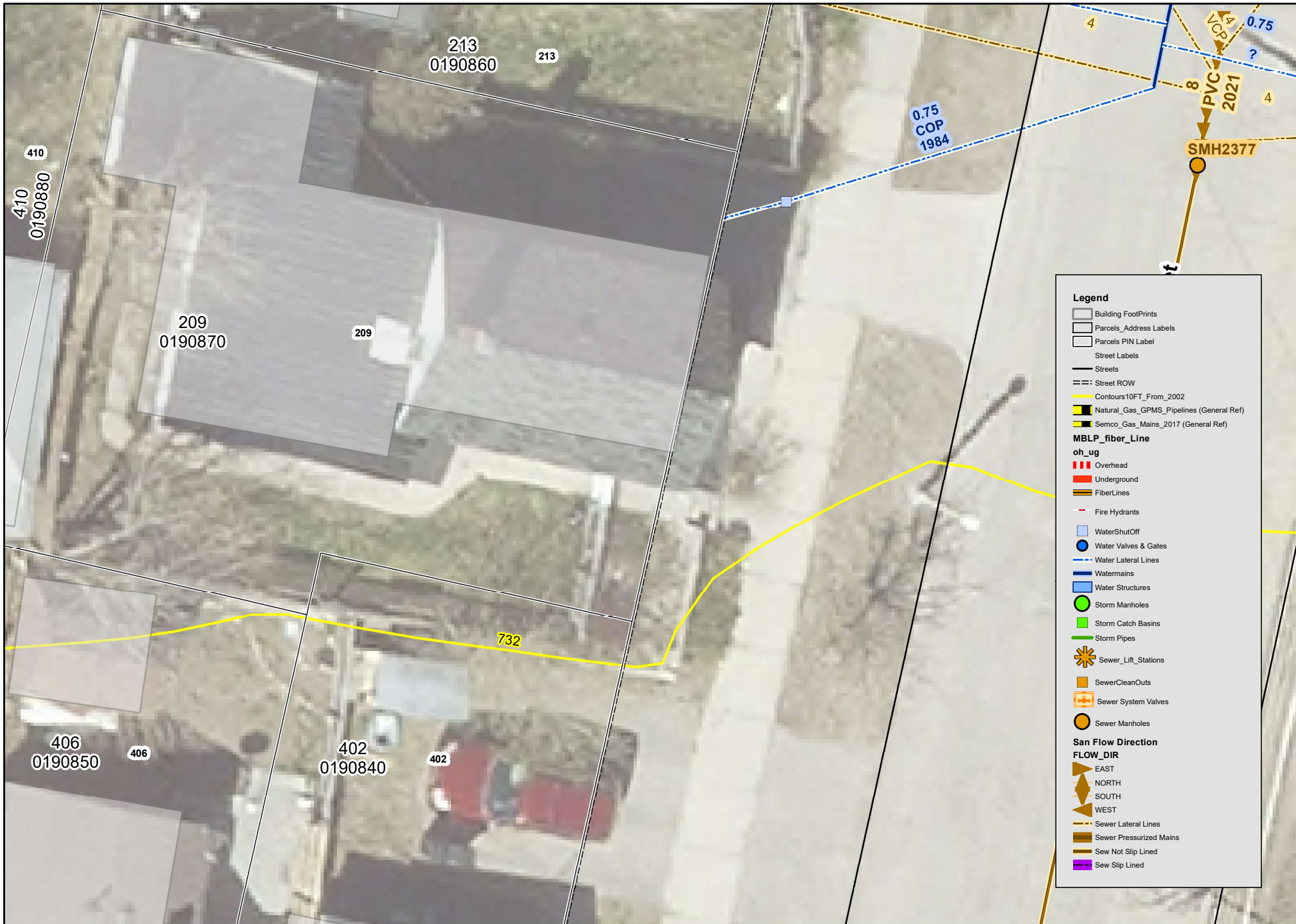


## GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MARY MYERS, 209 N. Fifth, Marquette, Michigan 49855, "Myers," enter into this agreement on October 5, 2022, subject to the following conditions:

1. Background. The City owns the N. Fifth Street right of way, in the City of Marquette, and State of Michigan.  
Myers desires to construct a retaining wall ("Wall"), 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 Myers the right to construct and maintain the Wall on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Myers shall construct, and at all times while this License is in effect, maintain the Wall in good repair. Myers shall be responsible for all fees and expenses related to the construction and maintenance of the Wall 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 Wall except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Myers shall be responsible for any removal of, repair to or replacement of the Wall in connection with utility work. Myers 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. Myers shall reimburse the City for any physical damages to the City's real estate caused by Myers's use on the real estate. Myers 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 Myers's use. Myers'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. Myers reserves the right to control the defense and settlement of any claim for which Myers 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, Myers shall remove the Wall from the real estate, at her own expense. Myers 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.





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.



1 inch = 9 feet