

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MATT BELIC of 1500 M-28 E, Marquette, Michigan 49855, "Belic," enter into this agreement on September 13, 2023, subject to the following conditions:

1. Background. The City owns the real property in Township 47 North, Range 25 West, Section 3, lying west of M-553, in the City of Marquette, and State of Michigan. Belic desires to construct an access right of way ("ROW"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$425.00, the City grants to Belic the right to construct and maintain the ROW on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Belic shall construct, and at all times while this License is in effect, maintain the ROW in good repair. Belic shall be responsible for all fees and expenses related to the construction and maintenance of the ROW 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 ROW except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Belic shall be responsible for any removal of, repair to or replacement of the ROW in connection with utility work. Belic 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. Belic shall reimburse the City for any physical damages to the City's real estate caused by Belic's use on the real estate. Belic 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 Belic's use. Belic'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. Belic reserves the right to control the defense and settlement of any claim for which Belic 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, Belic shall remove the ROW from the real estate, at its own expense. Belic 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: Cody O. Mayer
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2023, by Cody O. Mayer, 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


Matt Belic

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in ~~Marquette~~ ^{Emmet} County, Michigan, on Sept. 13, 2023, 2023, by Matt Belic.

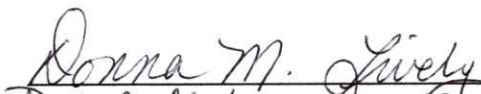

~~DONNA M. LIVELY~~ Notary Public
State of Michigan, County of ~~Marquette~~ ^{Emmet}
My Commission Expires: 04/29/2025
Acting in the County of Marquette

EXHIBIT A - 01-PRU-09-23

Parcel 52-14-103-002-00 City Property in Sands Township

