

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and 136 Baraga LLC, of 136 W. Baraga Avenue, Marquette, MI 49855, ("136 Baraga") licensee, enter into this agreement on April 9, 2024, subject to the following conditions:

1. **Background.** The City owns the Spring Street Parking Lot, in the City of Marquette, and State of Michigan.
136 Baraga desires to construct an access drive ("Drive"), on the real estate and to the specifications set forth in Exhibit A.
2. **Grant of the license.** In consideration of \$445.00, the City grants to 136 Baraga the right to construct the Drive on the real estate and to the specifications set forth in Exhibit A.
3. **Construction and Maintenance.** 136 Baraga shall construct, and at all times while this License is in effect, maintain the Drive in good repair. 136 Baraga shall be responsible for all fees and expenses related to the construction and maintenance of the Drive 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 Drive except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, 136 Baraga shall be responsible for any removal of, repair to or replacement of the Drive in connection with utility work. 136 Baraga 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.** 136 Baraga shall reimburse the City for any physical damages to the City's real estate caused by 136 Baraga's use on the real estate. 136 Baraga, 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 136 Baraga's use. 136 Baraga'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. 136 Baraga reserves the right to control the defense and settlement of any claim for which 136 Baraga has an obligation to indemnify hereunder.
6. **Revocation.** This License may be revoked by either party at any time by providing at least 90 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, 136 Baraga shall remove the Drive from the real estate, at its own expense. 136 Baraga shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. **Personal Interest.** The rights granted herein are personal to 136 Baraga, and terminate upon the transfer of ownership of 136 Baraga's premises.
8. **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: Sally Davis
Its: Mayor

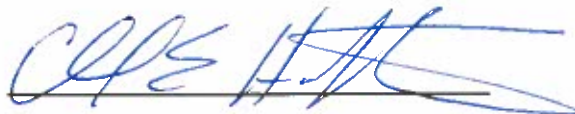
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024, by Sally Davis, 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

136 BARAGA LLC



By: CHARLES E HOLSWORTH

Its: MANAGING MEMBER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 9, 2024, by Charles Holsworth, Managing Member of 136 Baraga LLC.

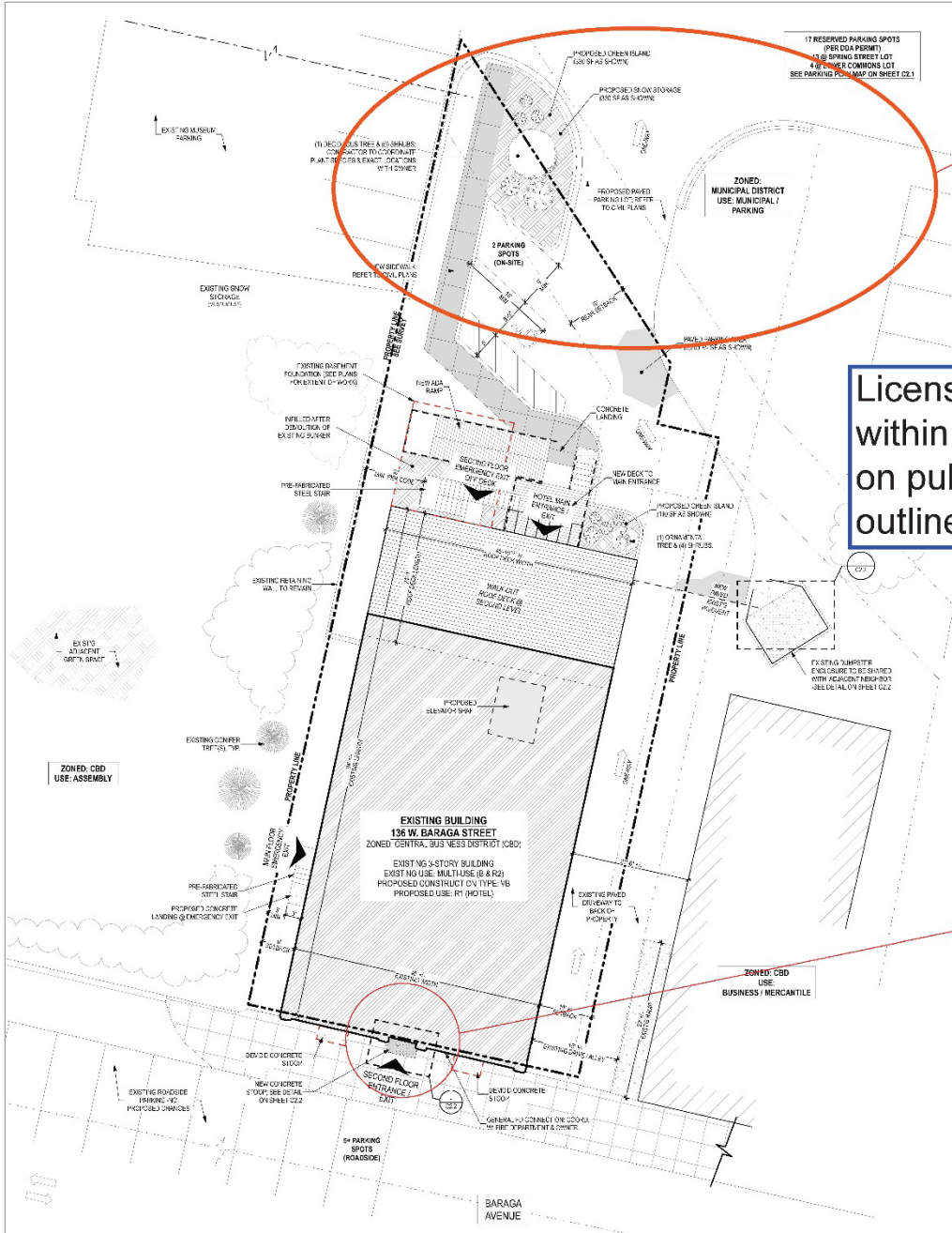
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

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

EXHIBIT A - 03-PRU-04-2024
136 W. Baraga Avenue
License Request for New
Access Drive into City Lot

**EASEMENT
 REQUEST #2**

**License Area shown
 within triangular area
 on public land that is
 outlined in yellow**



ARCHITECTURAL SITE PLAN
 SCALE: 1" = 40'

2023 Aerial Photograph - City of Marquette