

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Blackrocks Real Estate, LLC of 950 W. Washington Street, Marquette, MI 49855, ("Blackrocks") licensee, enter into this agreement on _____, 2024, subject to the following conditions:

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

BLACKROCKS REAL ESTATE, LLC

By: ANDY LANGLOIS
Its: CO-OWNER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 13, 2024, by Andy Langlois, Co-owner of Blackrocks Real Estate, LLC.

Ann M Cook
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

05-PRU-06-2024

License to Use Public Right of Way
For a Post-Mounted Power Supply
Adjacent to 424 N. Third Street
Blackrocks Real Estate LLC

Michigan Street

Third Street

Approximate location of License Area for a Power Supply

Legend

- Building FootPrints
- Parcels_Address Number Labels
- Parcels_PIN Label
- Street Labels
- Streets

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 = 20 feet