

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and WATERMARQ CONDOMINIUM ASSOCIATION, a Michigan corporation of 111 E. Spring Street, Marquette, Michigan 49855, "Watermarq," enter into this agreement on _____, 2025, subject to the following conditions:

1. **Background.** The City owns the Spring Street and the Lakeshore Boulevard right-of-ways, in the City of Marquette, and State of Michigan.
Watermarq desires to maintain two existing exit stairs/landings, one located on the west side of Lakeshore Boulevard and one located on the north side of Spring Street ("Landings") to access its building located at 111 East Spring Street, and landscaping on the north side of Spring Street ("Landscaping") on the real estate owned by the City of Marquette identified in Exhibit A attached hereto and to the specifications set forth in said Exhibit A.
2. **Grant of the license.** In consideration of \$460.00, the City grants to Watermarq the right to maintain the Landings and Landscaping on the real estate and to the specifications set forth in Exhibit A.
3. **Construction and Maintenance.** Watermarq shall, at all times while this License is in effect, maintain the Landings and Landscaping in good repair.
Watermarq shall be responsible for all fees and expenses related to the construction and maintenance of the Landings and Landscaping and real estate described in Exhibit A. Watermarq shall be responsible for all fees and expenses related to the maintenance of, and snow removal from, the Landings. Watermarq shall be responsible for clearly marking the Landings and Landscaping during the winter months.
Watermarq shall be responsible for the repair, replacement and maintenance of all water and sewer utility services within five (5) feet of the Landings and Landscaping.
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 Landings and Landscaping 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, Watermarq shall be responsible for any removal of, repair to or replacement of the Landings and Landscaping in connection with utility work. Watermarq 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.** Watermarq shall reimburse the City for any physical damages to the City's real estate caused by Watermarq's use on the real estate. Watermarq 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 Watermarq's use. Watermarq'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. Watermarq reserves the right to control the defense and settlement of any claim for which Watermarq 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, Watermarq shall remove the Landings and Landscaping from the real estate, at its own expense. Watermarq 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 Watermarq, and terminate upon the transfer of ownership of Watermarq'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: Jessica Hanley
 Its: Mayor

 By: Kyle Whitney
 Its: Clerk

STATE OF MICHIGAN)
)
 COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2025, by Jessica Hanley, 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

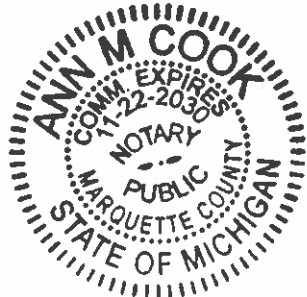
Watermarq Condominium Association

Brooke B Berube
 By: Brooke B Berube
 Its: member

STATE OF MICHIGAN)
)
 COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 14, 2025, by Brooke B Berube, Member of Watermarq Condominium Association.

Ann M Cook
 Ann M Cook, Notary Public
 State of Michigan, County of Marquette
 My Commission Expires: 11-22-30
 Acting in the County of Marquette



WaterMarq Condominium

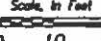
SURVEY, SITE AND UTILITY PLAN
MARQUETTE COUNTY
CONDOMINIUM SUBDIVISION
PLAN #33

DEVELOPER:
 Buzbro, LLC
 101 South Front Street
 Fourth Floor
 Marquette, MI 49855

Exhibit 'B' to the Master Deed of WaterMarq Condominium, City of Marquette, Marquette County, Michigan

Bearing Basis:
 The Assessor's Plat of Marquette Bay

Benchmark:
 Set Iron w/ P.S. Cap #27464
 Elevation = 622.52'
 Datum: NAD 1929
 (City of Marquette Datum)



LEGEND

- S— Sanitary Sewer —ST— Storm Sewer
- W— Water Line —V— Valve Box
- ⊕ Storm Manhole ⊕ Electric Gas
- ⊙ Sanitary Manhole ⊕ Telephone Box
- ⊕ Catch Basin ⊕ Gas Meter
- ⊙ 5' x 10' Parking Stall
- ▭ Building Footprint
- ▨ Maintenance, Parking/Access Easement Area
- ⊙ Coordinate Point

o 5/8" Iron with P.S. cap # 27464
 Drilled Into Pavement at Major Boundary Corners, Offsets and Expandable Area Corners

I. Glenn C. Van Neste, a Professional Surveyor in the State of Michigan, hereby certifies:

That the subdivision plan known as WaterMarq Condominium, Marquette County Condominium Subdivision Plan No. 33, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That the required monuments and iron markers are located in the ground as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 As Amended. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 As Amended.

That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 As Amended.

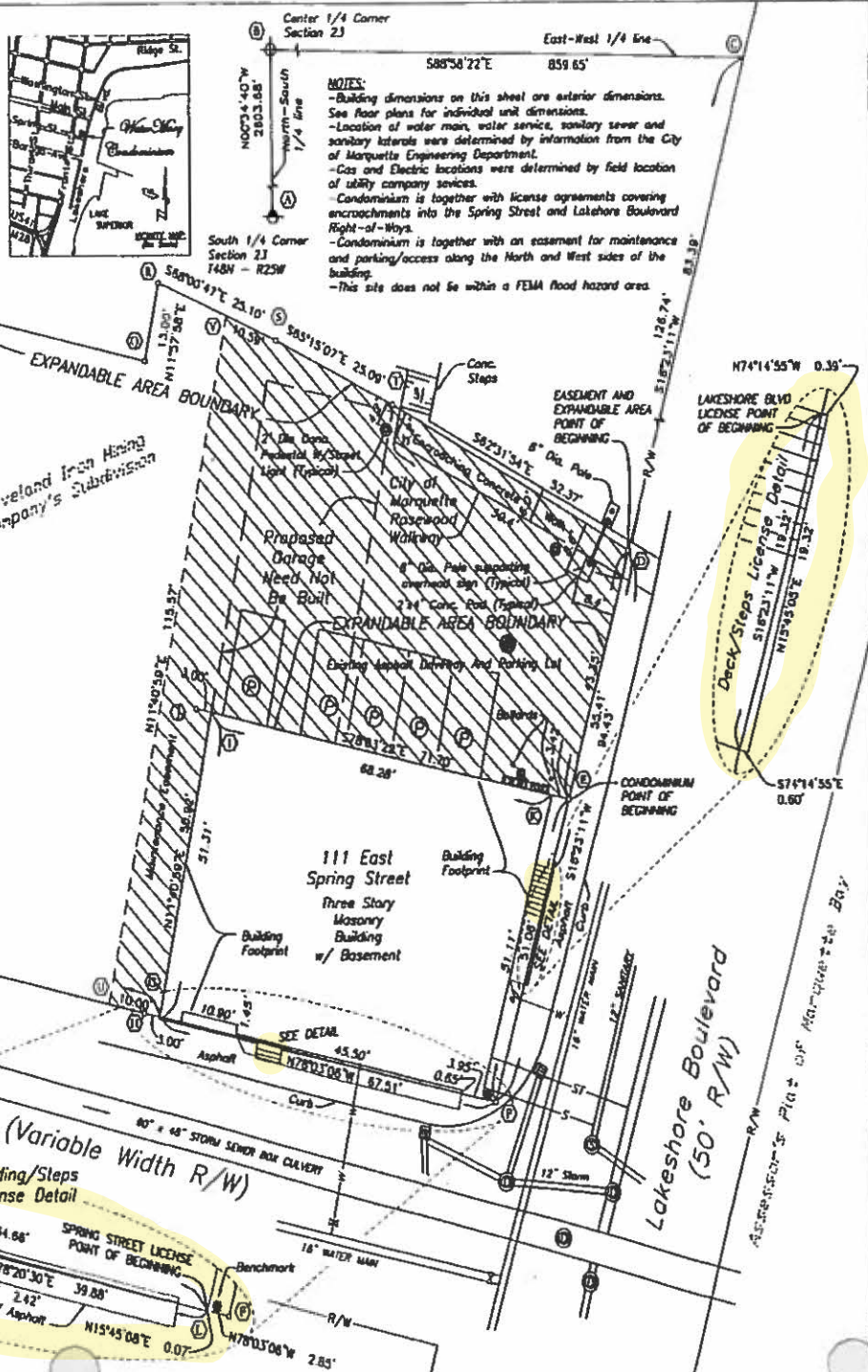
DRAWN: Glenn C. Van Neste DATE: 17 Dec 2008

DATE: 17 Dec 2008	SCALE: 1" = 40'	DATE: 17 Dec 2008
NO. RECORDED: 20087/0000	DRAWN BY: G.B.	
LINE NOT DRAWN TO SCALE		

VAN NESTE SURVEYING
 PROFESSIONAL SURVEYING SERVICES
 1402 KUMBER AVENUE, MARQUETTE, MICHIGAN 49855
 PHONE (904) 228-8241 FAX 228-8293
 TOLL FREE 1-800-228-8293

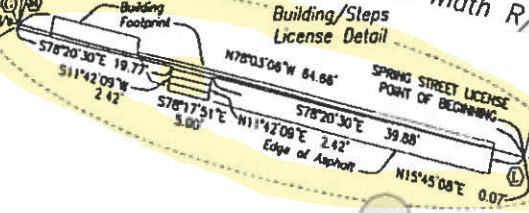
Label	Number	Northing	Easting
A Lead-In	9560	7097.8463	10003.9906
B Lead-In	9575	9701.3901	9977.7408
C Lead-In	457	9685.9783	10837.2538
D Expandable	470	9603.9736	10813.7278
E Condominium	480	9564.3854	10801.4985
F Condominium	458	9515.3794	10787.0879
G Condominium	461	9529.3583	10772.0387
H J' Offset	471	9529.9781	10718.1039
I Condo/Building	352	9578.2241	10731.3504
J J' Offset	472	9579.8316	10728.4125
K Building	353	9569.0933	10794.1520
L Building	354	9515.9048	10784.2780
M Building	371	9528.8695	10720.9587
N Expandable	311	9556.2809	10593.9458
P Expandable	9208	9659.0513	10615.7804
Q Expandable	9213	9637.3132	10718.5055
R Expandable	9240	9650.0305	10721.2006
S Expandable	9238	9640.8320	10744.4781
T Expandable	9238	9630.1284	10787.2842
U Easement	468	9531.4266	10711.2553
V Easement	469	9644.5975	10734.6587

NOTE:
 All building and boundary dimensions on this drawing are in feet and decimals thereof.
 Decimal Conversion:
 inches / 12 = decimal feet



NOTES:
 - Building dimensions on this sheet are exterior dimensions. See floor plans for individual unit dimensions.
 - Location of water main, water service, sanitary sewer and sanitary laterals were determined by information from the City of Marquette Engineering Department.
 - Gas and Electric locations were determined by field location of utility company services.
 - Condominium is together with license agreements covering encroachments into the Spring Street and Lakeshore Boulevard Right-of-Ways.
 - Condominium is together with an easement for maintenance and parking/access along the North and West sides of the building.
 - This site does not lie within a FEMA flood hazard area.

Spring Street (Variable Width R/W)



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