

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and SCT Properties, LLC, a Michigan limited liability company of 113 W. Baraga Ave, Marquette, MI 49855, ("SCT") licensee, enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the Rock Street Parking Lot, in the City of Marquette, and State of Michigan.
SCT desires to construct and maintain an ADA entrance ramp with storm water or drainage collection ("Ramp") to access its business located at 113 W. Baraga Avenue, on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$460.00, the City grants to SCT the right to construct the Ramp on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. SCT shall construct, and at all times while this License is in effect, maintain the Ramp in good repair. SCT shall be responsible for all fees and expenses related to the construction and maintenance of the Ramp 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 Ramp except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, SCT shall be responsible for any removal of, repair to or replacement of the Ramp in connection with utility work. SCT 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. SCT shall reimburse the City for any physical damages to the City's public right of way caused by SCT's use on the real estate. SCT, 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 SCT's use. SCT'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. SCT reserves the right to control the defense and settlement of any claim for which SCT 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, SCT shall remove the Ramp from the real estate, at its own expense. SCT 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 SCT, and terminate upon the transfer of ownership of SCT'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

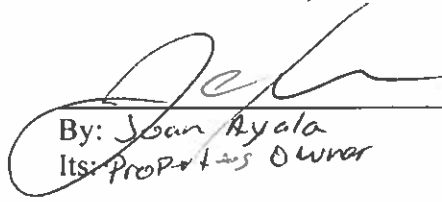
By: Kyle Whitney
Its: Clerk

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

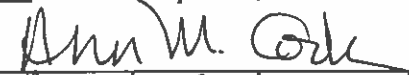
SCT PROPERTIES, LLC



By: Juan Ayala
Its: Property Owner

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 24, 2025,
by Juan Ayala, Property Owner of SCT Properties, LLC.



Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette



