

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MARQUETTE GOLF AND COUNTRY CLUB, a Michigan corporation of 1075 Grove Street, Marquette, MI 49855, "Club," enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the Grove Street right-of-way, in the City of Marquette, and State of Michigan. Club desires to install an irrigation pipe ("Pipe") under the right-of-way to provide for the main line loop for irrigation according to the specification of and as identified in Exhibit A attached hereto.
2. Grant of the license. In consideration of \$460.00, the City grants to Club the construct and maintain the Pipe on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Club shall, at all times while this License is in effect, maintain the Pipe in good repair. Club shall be responsible for all fees and expenses related to the construction and maintenance of the Pipe 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 Pipe except as may be necessary to install, repair, remove or replace the utilities or performs street work. In the event the City repairs, removes or replaces the or performs street work, Club shall be responsible for any removal of, repair to or replacement of the Pipe in connection with such work. Club 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. Club shall reimburse the City for any physical damages to the City's real estate caused by Club's use on the real estate. Club 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 Club's use. Club'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. Club reserves the right to control the defense and settlement of any claim for which Club 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, Club shall remove the Pipe from the real estate, at its own expense. Club 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 Club, and terminate upon the transfer of ownership of Club's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

