

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and DAWN KRUHAK, of 602 S. Third Street., Marquette, MI 49855, "Kruhak," enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the S. Third Street right-of-way, in the City of Marquette, and State of Michigan.
Kruhak desires to construct a retaining wall ("Retaining Wall") within the right-of-way as 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 Kruhak the right to construct and maintain the Retaining Wall on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Kruhak shall, at all times while this License is in effect, maintain the Retaining Wall in good repair. Kruhak shall be responsible for all fees and expenses related to the construction and maintenance of the Retaining Wall 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 Retaining Wall 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, Kruhak shall be responsible for any removal of, repair to or replacement of the Retaining Wall in connection with such work. Kruhak 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. Kruhak shall reimburse the City for any physical damages to the City's real estate caused by Kruhak's use on the real estate. Kruhak 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 Kruhak's use. Kruhak'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. Kruhak reserves the right to control the defense and settlement of any claim for which Kruhak 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, Kruhak shall remove the Retaining Wall from the real estate, at its own expense. Kruhak 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 Kruhak, and terminate upon the transfer of ownership of Kruhak'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

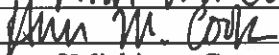


Dawn Kruhak

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 12, 2025,
by Dawn Kruhak.



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

