

LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made this _____ day of November 2016, by and between Bauer Meschke Properties, LLC, whose address is P.O. Box 116, Charlotte, Michigan 48813-0116 (the “Licensor”), and the City of Charlotte, a Michigan Municipal Corporation, whose address is 111 E. Lawrence Avenue, Charlotte, Michigan 48813 (the “Licensee”).

THE PARTIES RECITE THAT:

WHEREAS, Licensor owns real property on which Licensee desires to display and maintain for public viewing a sculpture to be located on property in downtown Charlotte; and

WHEREAS, Licensee owns property in the downtown at 200 South Cochrane, and agrees to permit the locating and displaying of said sculpture on said property for the public to view and enjoy;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Licensor and Licensee agree as follows:

1. Grant of License. Licensor grants to Licensee the nonexclusive right and privilege to display a sculpture of the Licensee’s choice to be located on the northeast corner of said property, the description of which is set forth as follows:

Lots 2 and 3, except West 5 feet, and except South 22 feet of East 124 feet, Block 31, Original Plat of the City of Charlotte, Eaton County, Michigan.

2. Consideration. For and in consideration of the covenants and agreements contained in this Agreement, the Licensor grants Licensee the right to display and maintain the

sculpture without further payment of fees or rent until terminated as provided in paragraph 8.

3. Operation, Maintenance, Taxes and Insurance. Licensee will be solely responsible for all costs of the displaying of the sculpture, including, but not limited to, maintenance, taxes (if any), and insurance.

4. Maintenance. Licensee will at all times properly maintain the sculpture located on Licensor's property so to maintain its appearance and attractiveness as a sculpture.

5. Licenses. All required state, county and city, or other licenses must be obtained by Licensee. Licensee agrees to reimburse Licensor for any payment, penalties or necessary expenses due to Licensee's failure to obtain any required licenses.

6. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, loss or liability arising from damage to or destruction of property or injury to persons occurring on account of Licensee's display of the sculpture on Licensor's property.

7. Insurance. Licensee agrees to carry and to continue in force all applicable commercial insurance, including workers' compensation insurance in compliance with the laws of the State of Michigan, and property damage insurance with limits provided by the Licensee. Licensee will furnish evidence of such insurance coverage upon request of Licensor.

8. Term of Agreement. This Agreement shall remain in force for so long as Licensee desires to display the sculpture on Licensor's property. The Licensor may declare the Licensee in default if Licensee has breached the terms of this Agreement or if it has violated any federal or state laws or city ordinances. Licensee shall be given 30 days written notice to cure said default and if not cured within said 30 days, the License under this Agreement shall be

cancelled. Licensee may terminate the license by providing ten (10) days written notice of its intent to remove the sculpture. Upon removal of the sculpture, the License shall terminate.

9. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.

10. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement, and into the Development Agreement bearing even date herewith.

11. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

12. Governing Law. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

WITNESSES:

CITY OF CHARLOTTE

Timothy Lewis, Mayor

Ginger Terpstra, City Clerk

BAUER MESCHKE PROPERTIES, LLC

By: Its Managing Member

I, Ginger Terpstra, hereby certify this License Agreement as a true and certified copy of the original that is maintained in the books and records of the City of Charlotte.

(Seal)

Ginger Terpstra, City Clerk