

LAND USE AGREEMENT

SUPERIORLAND INC., 612 W. Adams Street, Iron River, MI 49935, and the MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY, 337 W. Washington Street, Marquette, MI 49855, "MDDA", enter into this Land Use Agreement on May 15, 2020, subject to the following conditions:

1. **Background.** Superiorland Inc. owns the private property located at 301 W. Fair Avenue, legally described as Lots 25 & 256 of Adam's Add. #2, in the City of Marquette, County of Marquette and State of Michigan. The parties desire to enter into an agreement wherein Superiorland Inc. will lease the northeast corner of the private property, in a triangular-shaped area of real estate measuring 35' x 35' x 49.5 feet, at the intersection of N. Third Street and W. Fair Avenue, to the MDDA. The MDDA desires to install a gateway sign and landscaping within the leased portion of real estate set forth in Exhibit A as a Gateway Entry Area (GEA) into Downtown Marquette in accordance with the specifications set forth in the Marquette City Code and Land Development Code.
2. **Grant of the license.** Superiorland Inc. grants to the MDDA the right to install the signage and install and maintain the landscaping on the specified real estate.
3. **Construction and Maintenance.** The MDDA shall construct, and at all times while this Agreement is in effect, maintain the GEA in good repair. The MDDA shall be responsible for all fees and expenses related to the construction and maintenance of the GEA 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 Agreement is in effect, Superiorland Inc. shall not permit any use contrary to the GEA except as may be necessary to install, repair, remove or replace utilities. The MDDA 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 corridor of Third Street or Fair Avenue.
5. **Reimbursement for damages.** The MDDA shall reimburse Superiorland Inc. for any physical damages caused by the MDDA's use on the real estate.
6. **Revocation.** This License may be revoked by either party at any time by providing at least 30 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, the MDDA shall remove the GEA from the real estate, at its own expense.
7. **Entire Agreement.** This Grant of License constitutes the entire agreement between the parties.

The Marquette Downtown Development Authority Board of Directors authorized the signing of this agreement at their regular Board of Directors meeting on May 14, 2020. The said parties have caused this document to be executed the day and year first written above.



Kris Hughes, Property Owner
Superiorland Inc.

17 April, 2020

Date



Rebecca Salmon, Executive Director
Marquette Downtown Development Authority

5/15/2020

Date

Exhibit A: Gateway Entry Area 301 W. Fair Ave.




 DIVISION OF MANUFACTURING
 DEPARTMENT OF TREASURY
 100 DEWEY COURT, WARREN, MICHIGAN 48090-1412
 TEL: 586-292-4000

301 W FAIR AVE.
MARQUETTE, MI

Drawn by: LMS
 Plot number:

Date: 12/26/19
 Revision: