

**AGREEMENT FOR LICENSE FOR THE STAGING OF  
CONSTRUCTION EQUIPMENT AND MATERIALS**

THIS AGREEMENT made this \_\_\_\_ day of June, 2018 by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF EAST LANSING, with its principal offices located at 410 Abbot Road, East Lansing, Michigan, 48823, (the “Grantor”) and THE CHRISTMAN COMPANY, LLC, a Michigan for-profit corporation, whose address is 208 N. Capitol Avenue, Lansing, MI 48823 (the “Grantee”).

As set forth below, Grantor and Grantee agree as follows:

1. Grantor, in consideration of the performance of the covenants by Grantee set forth in this License Agreement and subject to the conditions set forth in this License Agreement (the “License Agreement” or “Agreement”), grants to Grantee a license for the staging and storage of construction materials and equipment located in the City of East Lansing, Ingham County, Michigan, over that parcel of real property commonly known as 303 Abbot Road, East Lansing, MI and legally described as follows:

North 44 feet of Lot 23 and South 16 feet  
of Lot 24 of Oakwood Subdivision, City  
of East Lansing, County of Ingham,  
Michigan

Tax Parcel ID: 33-20-01-13-230-001

Grantee's license to the use of the License Area may be terminated at the will of the Grantor, with or without cause, as specified in Paragraph 8.

2. The only permitted use of the Licensed Area as the result of this license is for the staging and storage of construction materials and equipment for use in the construction of the Center City project.

3. To the fullest extent authorized by law, Grantee shall defend, indemnify and hold Grantor and the City of East Lansing and all their elected and appointed officers, agents, contractors and employees harmless:

a) From any and all claims by persons, firms or other entities for labor, services,

materials or supplies provided in connection with the use of the Licensed Area; and

- b) From any and all claims for injuries to or death of any and all individuals or for loss of or damage to property from any environmental damage, degradation, response and clean-up costs; and
- c) From any and all reasonable attorney fees and related costs which may be incurred by Grantor arising out of or which may arise out of any activity which may be engaged in by Grantee or its successors, assigns, agents and invitees or for which it may be responsible in connection with any activity involving the use of the Licensed Area; and

4. Grantee and its successors and assigns, shall obtain and maintain during the entire term of this License Agreement a policy or policies of general public liability insurance, including broad form enforcements, on an occurrence basis, naming Grantor as an additional insured with combined policy limits of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than \$2,000,000 for any one accident involving two or more persons; and property damage liability insurance shall not be less than \$1,000,000, for any one accident and not less than \$2,000,000 aggregate with respect to the use of the Licensed Area. Grantee shall provide Grantor with a certificate of such insurance issued by a company authorized to do business in Michigan with a Best rating of AAA naming Grantor as an additional insured with a right to not less than 30 days written notice of cancellation or nonrenewal.

5. Grantee's obligations to defend, indemnify, and hold Grantor harmless as stated herein and any other obligation which by its nature is intended to survive the termination of this agreement shall survive the expiration, nonrenewal, cancellation, or earlier termination of this Agreement for any reason.

6. Grantee shall not engage in any activity or conduct which arises either directly or indirectly out of its obligations, responsibilities and duties under this Agreement, which may result in a claim being asserted or a judgment being entered against Grantor relating to the Licensed Area. In the event Grantee breaches any of the provisions of the preceding sentence, Grantor shall have the right to seek and obtain any necessary relief or remedy including, but not limited to, a judgment for money damage or specific performance.

7. In connection with the use of the Licensed Area, Grantee shall:

- a) Secure the area with 8 feet high chain link fencing that can be locked to prevent public access; and
- b) Cover the site with crushed and compacted stone to prevent rutting and tracking of dirt and mud off site. If necessary, at Grantor's discretion, dust control measures shall be undertaken to prevent any excess dust from leaving the site.

- c) Grantee and its successors, assigns, agents, and invitees shall not place any materials or equipment or conduct any activity within the Licensed Area which will unreasonably interfere in any way with the use or enjoyment of the adjoining public rights-of-way by the public as determined by Grantor in its sole discretion; and
- d) The Grantee, within 20 business days of the termination of this agreement shall restore the site by removing the fence and, if necessary, leveling all crushed stone.

8. The use of the Licensed Area shall commence at the execution of this Agreement and continue until August 31, 2019. The Grantor may terminate the Agreement at any time with 30 days written notice to the Grantee.

9. The Grantee shall pay the Grantor \$One-Thousand Five-Hundred (\$1,500) Dollars per month in consideration of granting this License Agreement. The initial payment shall be due upon execution of this Agreement and, if not executed on the first day of a month, it shall be prorated based on the days remaining in the month of execution. Subsequent payments shall be due at the first of each month for the following month of use. If the Agreement is terminated such that the final day of use is not the last day of the month, the Grantor shall reimburse the Grantee a prorated amount for the unused days.

10. The execution of this Agreement by Grantor is not a warranty of its title. Grantee's sole and exclusive remedy for a failure of Grantee to possess title is as set forth in Paragraph 15.

11. This Agreement may only be amended by a written agreement executed by both parties.

12. The waiver of any breach of any provision of this Agreement by a party shall not operate as or construed as a waiver by the other party of any subsequent breach. Each and every right, remedy and power granted to a party under this Agreement or allowed by law shall be cumulative and not exclusive of any other.

13. If any of the provisions of this Agreement or its application to any party under any circumstances is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application.

14. This Agreement shall be binding upon the parties hereto and their heirs and successors and assigns.

15. Grantee waives any claims for damages against the City of East Lansing or Grantor arising out of this agreement. Grantee's sole and exclusive remedy for a breach of this agreement by Grantor, for Grantor's decision to terminate this agreement pursuant to Paragraph 1, or for any other reason whatsoever that precludes Grantee's use of the property or that arises out of this agreement, shall be for a return of any advance payments for use of the licensed property pursuant to Paragraph 9.

16. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth in this Agreement. This Agreement supersedes and terminates any and all other

previous or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, whether oral or written, between the parties with respect to the Licensed Area. There are no other written or oral agreements, understandings or representations directly or indirectly related to the Licensed Area that are not expressly set forth in this Agreement.

17. Any and all notices which may be sent under this Agreement shall be in writing and mailed by certified or registered mail to the address of the party set forth in the preamble of this Agreement. Either party may change its address by providing notice to the other party as set forth in this paragraph.

18. This Agreement shall be governed by the laws of the State of Michigan.

19. This Agreement may be executed in duplicate original counterparts and all copies of this Agreement so executed shall be deemed to be one agreement

This Agreement is executed as of the date set forth above and shall be effective as set forth in this Agreement.

**GRANTOR:**  
DOWNTOWN DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Peter Dewan, Chairperson

**GRANTEE:**  
The Christman Company

By: \_\_\_\_\_  
Jay H. Smith, Executive Vice President

Approved as to form: \_\_\_\_\_  
Thomas M. Yeadon (P38237)  
City of East Lansing Attorney