

**AGREEMENT TO GRANT LICENSE**

THIS AGREEMENT TO GRANT LICENSE is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by ACME TOWNSHIP, a Michigan township, of 6042 Acme Road, Williamsburg, Michigan 49690 (ALicensor@) and EAST BAY HARBOR COMPANY, INC., a Michigan corporation, of 1241 East Eighth Street, Traverse City, Michigan 49686 (ALicensee@).

**Recitals**

- A. Licensee is the owner of a marina parcel which was subject to and benefitted by an Easement establishing, among other rights, access to the Mountain Jacks Building on the adjacent restaurant parcel, including the use of the marina office and shower facilities as established within the Declaration of Mutual Reciprocal Easements (the "Easement") recorded at Liber 580, Page 371, Grand Traverse County Records.
- B. The Grand Traverse Regional Land Conservancy has entered into an Option Agreement to purchase the Mountain Jacks Building and adjoining restaurant parcel, whose legal description is attached hereto as Exhibit "A," and may transfer that Option Agreement to Licensor.
- C. Licensor intends to use a Michigan Department of Natural Resources Trust Fund grant to purchase the Mountain Jacks Building and adjoining restaurant parcel and the Trust Fund requires that the easement be extinguished and terminated prior to closing.
- D. Licensor is willing to grant Licensee a license to use the marina office and shower facilities referenced in the Easement on the terms and conditions stated herein, subject to approval by the Michigan Department of Natural Resources Trust Fund. What about the parking???

**Agreement**

NOW, WHEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

- 1. Grant of the License. Upon conveyance of the Mountain Jack Building and Restaurant Parcel to Licensor and approval by the Michigan Department of Natural Resources Trust Fund, Licensor shall grant an exclusive license for use of the marina office and shower facilities referenced in the Easement. The purpose of this license shall be for Licensee and its members, guests, and invitees to use the marina office and shower facilities for all purposes set forth in the Easement. Licensor shall not take any action to interfere with Licensee's ability to use the facilities referenced in the Easement in the manner set forth in this Agreement.
- 2. Improvements and Maintenance. Licensee shall have the right and obligation to maintain the marina office and shower facilities at its expense. Licensee shall obtain written approval from Licensor prior to making any improvements.

3. Termination of License. This License shall terminate on October 31, 2012 unless extended by the mutual consent of the parties hereto.
4. Transfer of Real Estate by Licensor. Licensor expressly agrees that any transfer or conveyance of any interest in Property will be subject to the transferee's and its successor's acceptance of the terms of this License.
5. Indemnification, Insurance and Waiver. Licensee agrees to defend, indemnify and hold harmless Licensor against any claims, actions, damages, or liability of any form which arise as a result of Licensee's use of the Licensed Property and to obtain liability insurance in reasonable amounts insuring against damage to persons and property occurring on or within the vicinity of the Licensed Property and to name Licensor as an insured party under the insurance policy.
6. Utilities. Licensee shall pay all electrical, water, sewer, telephone, cable, internet, or any other utility costs required to keep the Mountain Jacks Building and adjoining restaurant parcel open for Licensee's use as allowed under this License.
7. Taxes. Licensee shall pay all property taxes during the term of this License.
8. Insurance. Licensee shall pay for any additional Licensor insurance costs that arise from this License.
9. Compensation. Licensee shall pay Licensor \$2000.00 for this License.
10. Access. Licensor shall have access to all parts of the building for any purpose upon reasonable notice to Licensee.
11. Conditions Precedent. This License, and all of its terms and conditions, is subject to: 1) approval by the Michigan Department of Natural Resources Trust Fund, and 2) Licensor's purchase of the Mountain Jacks Building and adjoining restaurant parcel. If, for any reason, the Michigan Department of Natural Resources Trust Fund does not approve of this License it shall be null and void. Licensor makes no guaranty that it shall purchase the Mountain Jacks Building and adjoining restaurant parcel.

**LICENSOR:**  
 ACME TOWNSHIP, a Michigan  
 Township

**LICENSEE:**  
 EAST BAY HARBOR COMPANY, INC., a Michigan  
 corporation

\_\_\_\_\_  
 By:  
 Its:

\_\_\_\_\_  
 By:  
 Its:

STATE OF MICHIGAN            )  
                                           ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, to me known and known to me, who being duly sworn, did depose and say that he is the \_\_\_\_\_ of Acme Township, a Michigan township, the township described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said township, as and for his voluntary act and deed and as and for the voluntary act and deed of said township.

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Notary Public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN            )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, to me known and known to me, who being duly sworn, did depose and say that he is the \_\_\_\_\_ of East Bay Harbor Company, Inc., a Michigan corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Prepared by and when recorded return to:  
Thomas A. Pezzetti, Jr., Esq.  
Brandt, Fisher, Alward & Pezzetti, P.C.  
1241 E. Eighth Street  
Traverse City, MI 49686 (231) 941-9660  
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**EXHIBIT "A"**

LEGAL DESCRIPTION OF MOUNTAIN JACK'S PROPERTY