

LICENSE AGREEMENT FOR LIMITED USE OF CITY-OWNED PROPERTY

THIS LICENSE AGREEMENT entered into this _____ day of October, 2008, between St. Joseph Chaldean Catholic Church, whose address is 2442 E. Big Beaver, Troy, Michigan ("Licensee") and the City of Troy, Oakland County, Michigan ("City" and the "Licensor").

RECITALS

- A. WHEREAS the City owns the Property that is described as:

T2N, R11E, Sec 25 Part of the NE 1/4 of the NW 1/4 Beginning at a point S 00-01-28 W, 968.66 FT & N 89-28-44 E, 1305.52 FT & N 00-13-40 W, 956.34 FT & S 89-38-09 E, 869.24 FT & S 00-12-46 E, 673.50 FT & N 89-31-04 E, 113.43 FT from the NW Section Corner; Thence N 89-31-04 E, 325.00 FT; Thence S 00-16-19 E, 700.00 FT; Thence S 89-31-04 W, 325.00 FT; Thence N 00-16-19 W, 700.00 FT to the point of beginning (Property); and
- B. WHEREAS the Licensee wishes to occasionally use a portion of the above described City owned Property, which abuts the Licensee's property; and
- C. WHEREAS the City of Troy is not aware of any proposed development of this Property for the duration of the lease term; and
- D. WHEREAS, all parties are willing to enter into a license agreement whereby the Licensee will be entitled to use and maintain the above described property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is expressly agreed that:

- 1. The parties enter into this License Agreement for the above-described City owned Property. This License Agreement is effective as of the date of execution by the last party to sign the Agreement, and is valid for a term of three years.
- 2. The Licensee understands and agrees that this Agreement does not change or extinguish existing easement rights of the Licensor, utility company(ies) or other public agency(ies) on the Property as described above. These existing easement rights include, but are not limited to the right to install or maintain improvements to

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the Property, and no compensation will be paid to the Licensee for the exercise of these existing easement rights.

3. Unless otherwise expressly stated, the City may terminate this Agreement at any time for any reason by providing written notice of the termination to the Licensee by certified mail.
4. Unless otherwise expressly stated, the Licensee may terminate this Agreement by providing written notice to the City by certified mail at least thirty (30) days prior to the expiration date. In the event of termination, Licensee shall complete all post-termination obligations, as specified in this Agreement.
5. Upon termination of this Agreement, the Licensee will immediately vacate the premises. The City is not required to initiate any eviction court proceedings.
6. In consideration of this Agreement, the Licensee will pay \$1.00.
7. Additionally, each time that the Troy Police Department performs traffic control on Licensee's property or the adjacent property that is necessitated by an activity or function of Licensee or its affiliates, the Licensee shall reimburse the City for one-half (1/2) of the total cost of the traffic control, including but not limited to: the straight-time and/or over-time wages paid to police officers or reserve police officers doing the traffic control. The Licensee will be billed for these charges within thirty (30) days of the event, and Licensee is obligated to pay all charges within thirty (30) days from the date of the bill.
8. The Licensee agrees to use and maintain the described City-owned Property in accordance with all ordinances of the City of Troy, as well as state and federal law, and agrees to maintain the City-owned Property. Maintenance includes but is not limited to keeping the Property in a safe condition and keeping it free from rubbish and refuse, at Licensee's sole cost.

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9. During the term of this Agreement, the City owned Property can be used for temporary vehicular parking, in conjunction with the Licensee's use of the adjacent property as a religious facility for Christmas and Easter events.
10. The Property shall not be used for the storage of equipment or materials. The Licensee shall not construct any type of temporary or permanent buildings or structures on the City-owned Property. All other uses not specifically allowed in this Agreement are prohibited.
11. Under a previous Agreement between the parties, the Licensee was permitted to create an opening by removing a portion of a poured concrete screen wall that separated the Licensee's property from the City- owned Property. The opening does not now, and shall not exceed twenty-five (25) feet in width. This opening is currently fitted with a lockable gate to prevent the unauthorized use of the City- owned Property. Licensee agrees to maintain this opening and gate in accordance with all Troy City codes, and in a safe manner at all times. Licensee will assume all costs for and related to the maintenance and repair of this opening and gate, as well as the costs for the restoration of the property, the removal of the gate and installation of a poured concrete screen wall at the termination of this Agreement, if requested by the City. At that time, any poured concrete screen wall shall match the adjacent walls. If for any reason Licensee fails to timely remove the gate and install the screen wall at the termination of this Agreement, as requested by the City, then the City will have the right to do the work and to bill Licensee for actual costs for the work and restoration. Licensee shall immediately pay this billed amount to the City. Non-payment by Licensee will result in a lien being placed against property owned by Licensee.

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12. The Licensee also agrees that they will not alter the existing grade of the Property or change the current drainage without prior written approval from the City of Troy.
13. The Licensee assumes all liability for injury, death, damages, and all other claims, and holds the City of Troy harmless for any such claims, including the City's cost of defense against any such claims.
14. Licensee shall maintain premises or homeowner's insurance in the minimum amount of \$300,000, and shall name the City as an additionally insured party on any such policy for the term of this Agreement. Licensee's insurance policy shall contain the standard 30-day cancellation clause, where the City of Troy would be notified of any pending cancellation or material alteration of the insurance coverage. Prior to the execution of this Agreement, Licensee will provide a copy of the insurance policy to the City of Troy, and shall provide a copy at any time thereafter, if requested by the City.
15. This Agreement shall automatically terminate without further notice in the event Licensee moves from, vacates, or sells their adjacent property, or in the event that the Licenser elects to terminate this Agreement for any purpose. This Agreement shall also automatically terminate without further notice in the event that Licensee does not maintain liability insurance as outlined in this Agreement or in any other way fails to meet the terms and conditions of this Agreement. Licensee bears the burden to notify the City of Troy City Manager and the Right of Way Department immediately by certified mail of their intent to move from, vacate or sell their adjacent premises. Licensee is responsible for all post termination obligations, as set forth in this Agreement.
16. This Agreement is not assignable from the Licensee to another party.

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17. During the term of this Agreement, the City reserves the right to go upon the Property at all reasonable times and to inspect, maintain, and to install or permit to be installed any necessary utilities and/or public services. If the City or other public agency or utility needs to remove any improvements or landscaping which Licensee has installed upon the City-owned Property for this purpose, then Licensee understands and agrees that no compensation will be paid to them for the damage and/or removal of these improvements. The Licensee agrees to hold the City, and all public agencies and utility companies harmless, in the event that any Licensee-installed improvement is damaged and/or removed by someone other than Licensee.
18. If at any time during the term of this Agreement the City-owned Property is damaged, the Licensee agrees to restore the property to an acceptable condition, per City specifications.
19. If there is failure upon the part of Licensee to meet the terms and conditions of this License Agreement, Licensee agrees to reimburse to the City of Troy all costs for attorney and/or litigation fees if it should become necessary in order to gain compliance with the terms and conditions of this mutual Agreement. This will include all costs in the event of any future claims at a future time as a result of this Agreement and/or the construction, maintenance, and/or demolition and renovation, if any, of the proposed drive upon this City-owned property.
20. The parties may mutually agree to renew this Agreement for an additional three year term, provided that the Agreement is complied with and that circumstances at the site have not changed significantly. The Agreement and any renewals of the Agreement are subject to final approval by Troy City Council.

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I am authorized to sign this Agreement on behalf of the City of Troy, and agree to the terms of the Agreement.

WITNESSES:

CITY OF TROY

Louise E. Schilling, Mayor

STATE OF MICHIGAN)
 SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by Louise E. Schilling.

Notary Public, _____ County, Michigan

My commission expires: _____
Acting in _____

WITNESSES:

Tonni L. Bartholomew, City Clerk

STATE OF MICHIGAN)
 SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by Tonni L. Bartholomew.

Notary Public, _____ County, Michigan

My commission expires: _____
Acting in _____

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CERTIFICATE OF INSURANCE

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
 Lansing, Michigan 48909

Name and Address of Certificate Holder:

CITY OF TROY
500 W. BIG BEAVER
TROY, MI. 48084

AMENDED

Named Insured and Address:

ST JOSEPH CHALDEAN CATHOLIC CHURCH
2442 E. BIG BEAVER
TROY, MI. 48083

Issue Date: 09/16/2008

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at their last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

| Type of Insurance | Policy Number | Policy Period | Limits of Liability |
|---|------------------|--|---|
| Business Auto Liability • Specifically Described Autos (Symbol 7) <input type="checkbox"/> Hired Auto (Symbol 8) <input type="checkbox"/> Non-Owned Auto (Symbol 9) | | Eff. Exp. | Combined Single Limit Each Accident \$ |
| Worker's Disability Compensation | | Eff. Exp. | Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ Each Accident (Employer's Liab.) Bodily Injury by Disease \$ Each Employee Bodily Injury by Disease \$ Policy Limit |
| Comprehensive General Liability or Commercial Package <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Products-Completed Operations <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured on the Comprehensive General Liability Policy. <input type="checkbox"/> Excluding: | S-2701284 | Eff. 07/17/2008 Exp. 07/17/2009 | Each Occurrence \$ 1,000,000 Products Aggregate \$ 2,000,000 General Aggregate \$ 2,000,000 |
| Owners' or Contractors' Protective Liability | | Eff. Exp. | Each Occurrence \$ General Aggregate \$ |
| Products - Completed Operations Liability | | Eff. Exp. | Each Occurrence \$ Products Aggregate \$ |
| Umbrella Liability | | Eff. Exp. | Limit \$ |
| Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included | | Eff. Exp. | Limit \$ Type: Describe: |
| Other | | Eff. Exp. | |

X *Alice Albers* (S) Authorized Signature

4105
Agent No.

(248) 656-3388
Agent Phone Number