

REVOCABLE LICENSE AGREEMENT
FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this ___ day of _____, 2026, by and between the CITY OF SAUGATUCK, (hereinafter “City”) a municipal corporation located in Allegan County, Michigan; and JW Pizza LLC (hereinafter “Licensee”).

Recitals

- A. Licensee has a leasehold interest in real property located at 322 Culver Street, in the City of Saugatuck, further described as Parcel No. 57-300-195-00. A restaurant is operated on the property.
- B. Licensee desires to place an 8 foot by 30-foot wooden platform within the existing on-street parking spaces in front of 322 Culver Street to accommodate 5 tables (of a size to sit 4 persons) and 20 chairs to be utilized in conjunction with the restaurant. The wooden platform shall contain adequate lighting and traffic reflectors as required by the City and set forth in the attached Exhibit A, and it may contain trash can(s), sanitation stations, and planters as indicated in Exhibit A.
- C. The public right-of-way, including the roadway and parking spaces, is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

- 1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.
- 2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the wooden platform and number of tables and chairs set forth in Recital B above within and on the public roadway to be placed over the parking space(s) directly adjacent to the Licensee’s property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the “Licensed Premises”) subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the platform, seating, and tables shall not obstruct or interfere with vehicular traffic traveling along the public roadway or with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.
- 3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee’s entry upon and use of the Licensed Premises constitutes acceptance of

the Licensed Premises on an “as is” basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to personal property located on the Licensed Premises or the Licensed Premises as a result of this Agreement. Licensee will comply with all applicable ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:
 - A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee’s use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.
 - B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.
 - C. The personal property shall only be located in that area expressly designated on Exhibit A.
5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including but not limited to signage, fencing, or other features except those items referenced in Recital B above.
6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the wooden platform, tables, chairs, or any other items set forth in Recital B or otherwise placed on the Licensed Premises within and on the public roadway or from the City permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.
7. The license granted by this Agreement shall expire on November 1, 2031. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the Licensee’s address (PO Box 153 Saugatuck, MI 49423), Licensee shall forthwith remove the wooden platform, tables, chairs, and any other items referenced in Recital B from within the City right-of-way and roadway. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation

8. Any food service or alcohol service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.
9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the wooden platform, tables, chairs, or any other items set forth in Recital B into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.
10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.
11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.
12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.
13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.
14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal
corporation

By: _____

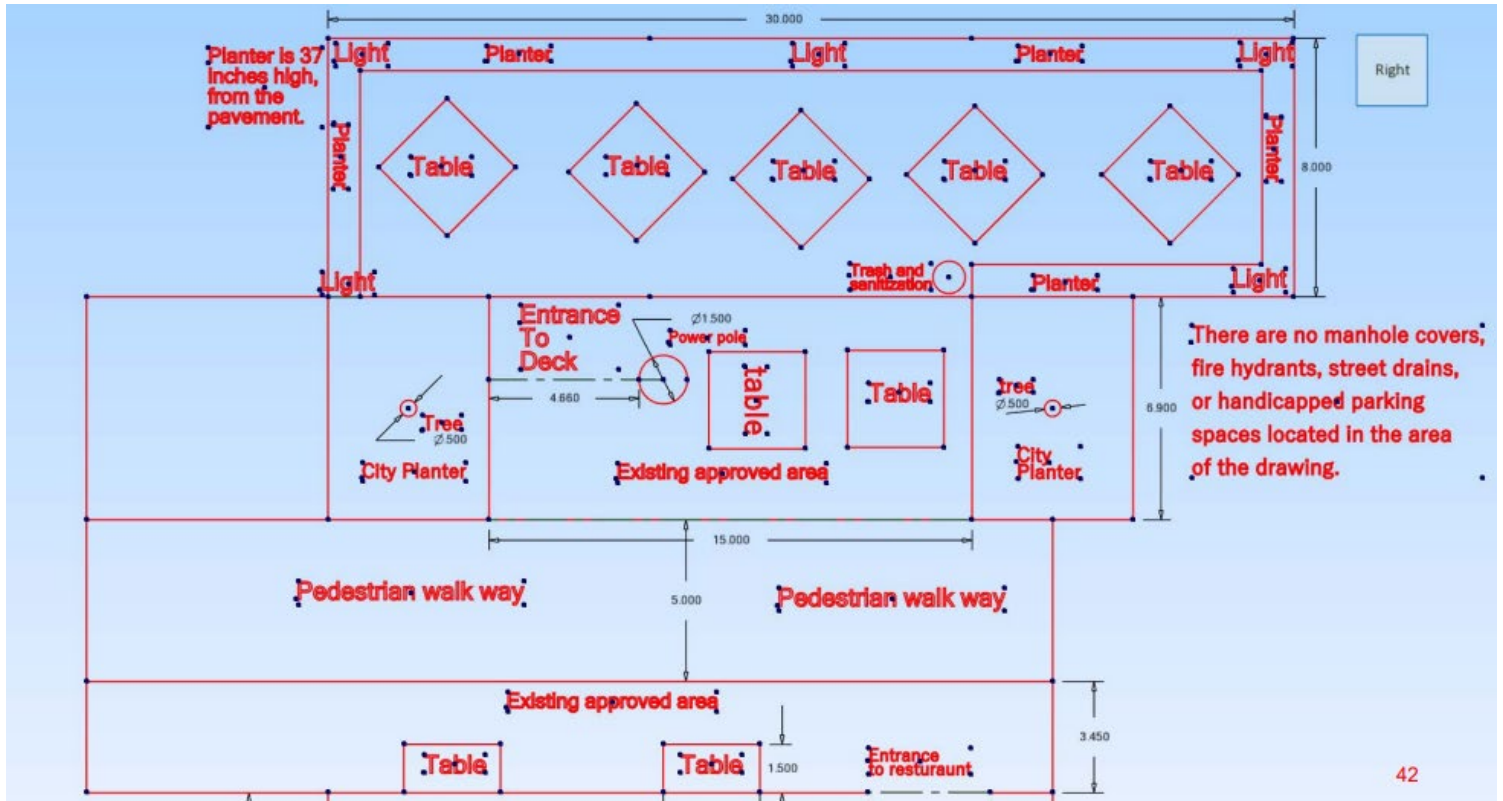
Its: _____

JW PIZZA LLC

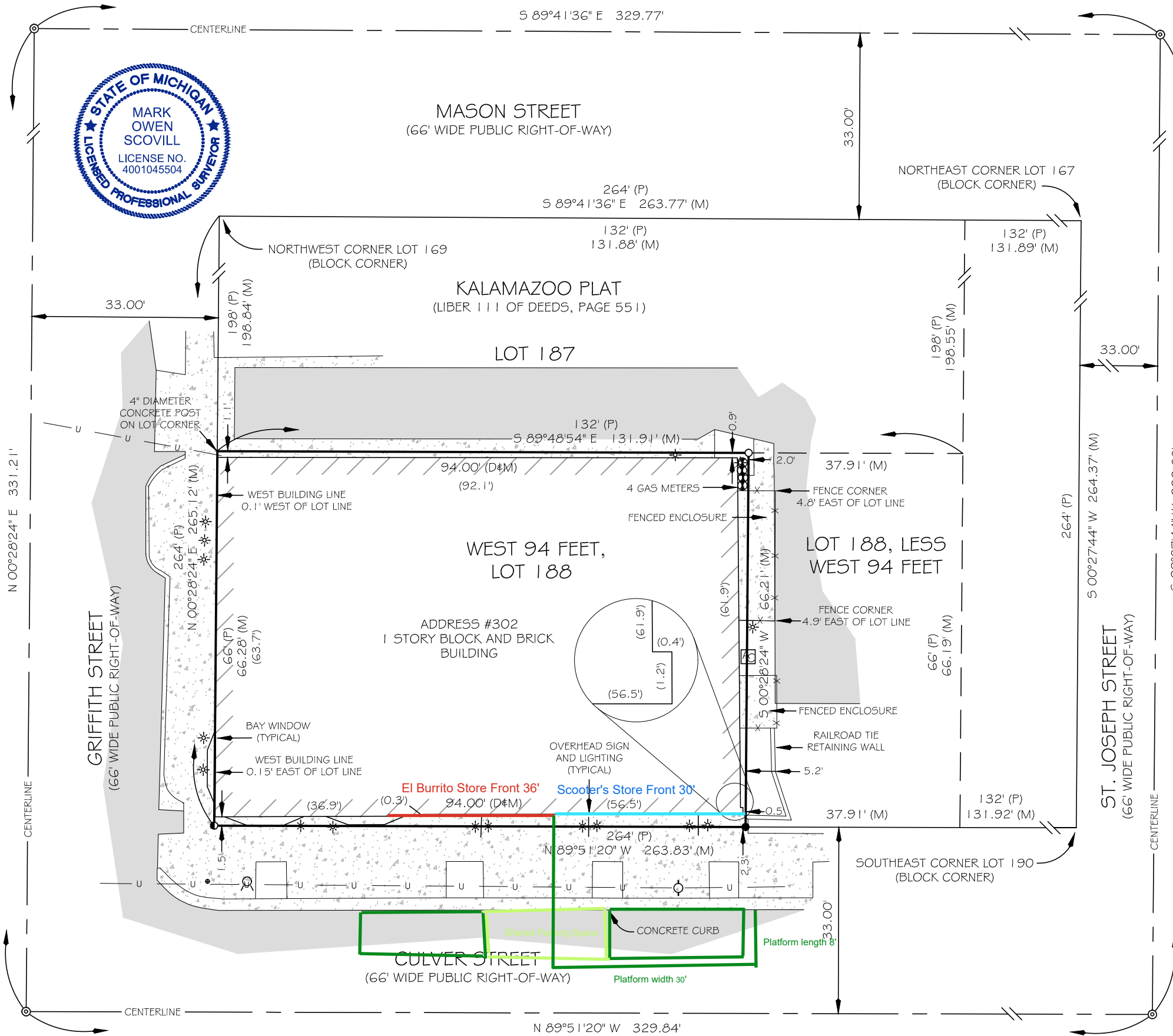
By: _____

Its: _____

EXHIBIT A



CERTIFICATE OF SURVEY



A graphic scale bar with markings for 0, 10, and 20 feet. The bar is divided into alternating black and white segments. The word "SCALE" is at the left end and "FEET" is at the right end.

LEGEND:

- | | | |
|---|--|-------------------------------|
|  | SET 1/2" STEEL ROD WITH CAP #45504 | |
|  | FOUND CUT "+" IN CONCRETE PAVEMENT | |
|  | SET CUT "+" IN CONCRETE PAVEMENT | |
|  | LOCATION OF PREVIOUSLY FOUND MONUMENTATION PER HOLLAND ENGINEERING, INC. REFERENCE SURVEYS | |
|
 | | |
|  | UTILITY POLE | (92.1') - BUILDING DIMENSIONS |
|  | GAS METER | (P) - PLATTED DIMENSION |
|  | OVERHEAD LIGHT | (C) - COMPUTED DIMENSION |
|  | AIR CONDITIONER | (M) - MEASURED DIMENSION |
|  | FIRE HYDRANT | (D) - DESCRIPTION DIMENSION |
|  | WATER VALVE | |
|
 | | |
| — U — | OVERHEAD UTILITY LINES | |
| — X — | WOOD FENCE | |
|  | CONCRETE PAVEMENT | |
|  | ASPHALT PAVEMENT | |

DESCRIPTION:

PER SUN TITLE AGENCY OF MICHIGAN, LLC
COMMITMENT NUMBER: 231466
COMMITMENT DATE: SEPTEMBER 6, 2024

LAND SITUATED IN THE CITY OF SAUGATUCK, ALLEGAN COUNTY,
MICHIGAN:

THE WEST 94.00 FEET OF LOT 188, KALAMAZOO PLAT, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 111 OF PLATS, PAGE 551.

GENERAL NOTES:

THIS SURVEY WAS PREPARED FOR THE LANDS AS DESCRIBED
HEREIN WITHOUT THE BENEFIT OF CURRENT TITLE WORK. IT IS NOT A
CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.

UTILITIES SHOWN HEREON ARE FROM ABOVE GROUND
OBSERVATIONS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT
LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY
UTILITIES IN THIS AREA. THE LOCATION OF UNDERGROUND UTILITIES
HAS NOT BEEN DETERMINED IN THIS SURVEY.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 (1994).

DATE OF FIELD SURVEY: SEPTEMBER 19, 2024.

HOLLAND ENGINEERING, INC.
220 HOOVER BLVD.
HOLLAND, MI 49423
616-392-5938

MARK O. SCOVILL
MICHIGAN PROFESSIONAL SURVEYOR #4001045504

HOLLAND
ENGINEERING

MECHANICAL | PLUMBING | ELECTRICAL

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

The Surveyor's / Engineer's liability for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, gross misconduct, warranties or misrepresentations shall be deemed limited to an amount no greater than the service fee.

CLIENT: ATTN: ANDY HAGANS
MASTIFF CULVER, LLC
302 CULVER STREET
SAUGATUCK, MICHIGAN 49453

PROJECT LOCATION:
302 CULVER STREET
SAUGATUCK, MICHIGAN 49453
THE WEST 94 FEET OF LOT 188
KALAMAZOO PLAT
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

Issued for:		
Date	Description	No.
09/25/24	CERTIFICATE OF SURVEY	A

Project Manager MARK O. SCOVILL	
Vertical Datum N/A	Horz. Datum LOCAL

Drawn by JOHN M. RANKIN	
Checked by Survey JCD	Date 09/25/24

HEI Project Number	24-09-005
Sheet Title	

CERTIFICATE
OF
SURVEY

Sheet No. 1 OF 1