

To: City of the Village of Douglas City Council
Date: October 6, 2025
From: Sean Homyen, Planning & Zoning Administrator
RE: Dutch Republic (435 BS) – Revocable License Agreement



The Village of Friendliness – Since 1870

Background. The City previously entered into a revocable license agreement with Green Koi to allow a freestanding pylon identity sign within the Blue Star Highway right-of-way, adjacent to 435 Blue Star Highway. That business has since closed, and the property is now occupied by Dutch Republic, under new ownership.

The existing sign remains in place and the owner has requested to rebrand the existing sign for Dutch Republic. Because the prior license was specific to the former business, a new license agreement is required to authorize Dutch Republic's rebranding and continued use and maintenance of the sign within the public right-of-way.

Agreement. The new Revocable License Agreement (attached) between the City and Dutch Republic:

- Grants a revocable license for the continued placement and maintenance of the existing freestanding pylon identity sign within the Blue Star Highway right-of-way.
- Requires Dutch Republic to provide liability insurance and protect the City.
- Confirms that the license may be revoked by the City upon 30 days' written notice.
- Provides that the Licensee is responsible for all costs associated with installation, maintenance, or removal of the sign.
- Establishes that the agreement is not an easement and conveys no property rights in the right-of-way.

Resolution. Resolution No. 24-2025 (attached) authorizes the City to enter into the new Revocable License Agreement with Dutch Republic. Adoption of the resolution will allow the Mayor and City Clerk to execute the agreement on behalf of the City.

Recommendation. Staff recommends that City Council adopt Resolution No. 24-2025, approving the Revocable License Agreement with Dutch Republic for the existing freestanding pylon identity sign located within the Blue Star Highway right-of-way at 435 Blue Star Highway.

STREET SIGN
REVOCABLE LICENSE AGREEMENT

This revocable license agreement is entered into this 6th day of October 2025, by and between the **City of the Village of Douglas**, a Michigan municipal corporation of Allegan County, Michigan, of 86 West Center Street, Douglas, Michigan, 49406-0757 (the "City") and **Dutch Douglas, LLC dba Dutch Republic**, 435 Blue Star Highway, Douglas, MI 49406 (the "Licensee").

Background

The portion of Blue Star Highway which is in the City has been dedicated to the public (the "right-of-way") and is under the jurisdiction of the City. The Licensee is the owner of the property adjacent to the Right-of-Way and legally described in **Exhibit A**. The Licensee would like to rebrand the existing sign in the Right-of-Way ("Sign Improvements") illustrated in **Exhibit B**. The City acknowledges and consents to the location and maintenance of the Sign Improvements in the Right-of-Way as provided under the terms and conditions of this Agreement and Permit.

Now, therefore, the parties agree as follows:

Terms

1. Use of Right-of-Way. The City hereby grants to Licensee a revocable license to use and maintain the Sign Improvements in the Right-of-Way. Except as expressly provided in this Agreement, Licensee agrees to use the Right-of-Way in accordance with the Douglas Ordinance Code and all applicable laws, ordinances, regulations, and City policies. This Agreement is not intended to grant the Licensee an easement or any other real property right in the Right-of-Way. The Licensee acknowledges that this Agreement is not an exclusive license, and the Licensee shall not restrict access to, or ingress and egress in, on, under or above the Right-of-Way or public property.
2. Indemnification. The Licensee hereby covenants and agrees to indemnify, defend, and hold harmless the City from any claims, demands, or suits by any person or entity arising out of or connected with its use of the Right-of-Way specifically for the Sign Improvements. This covenant of indemnification shall include any attorney fees and costs incurred by the City in connection with the defense of such claims, demands or suits of any person or entity. All expenses incurred by the Licensee in the installation, use, maintenance and removal of said Sign Improvements shall be the sole expense of the Licensee.
3. Release. The Licensee does further waive and release the City from any claim, demand or suit resulting from damage to the Licensee's use of the Right-of-Way for the purposes of construction and maintenance of Sign Improvements. The Licensee does further release and quitclaim to the City any and all rights it has or may acquire in and to the Right-of-Way. The Licensee hereby agrees to make no claims in or to the Right-of-Way except as a License pursuant to the terms of this Agreement.
4. Restoration of Right-of-Way. In the event that the Licensee should alter or change any public improvement within the public Right-of-Way or public property as a result of the use of the Right-of-Way for sign improvements as anticipated and set forth in this Agreement and within 60 days of termination of this Agreement, the Licensee shall restore the public improvement so altered or changed to its original condition to the extent as is reasonably practicable without expense to the City. The Licensee shall also remove the Sign Improvements within 30 days of

termination of this Agreement. Failure of the Licensee to comply with the provisions of this paragraph shall permit the City to restore the public improvements and remove the Sign Improvements. The Licensee acknowledges that the City's costs to restore the public improvements and remove the Sign Improvements shall constitute a lien on the Licensee's property.

5. Termination of License. The Licensee acknowledges that this Agreement can be terminated and revoked by the City upon thirty (30) days written notice to the Licensee mailed by regular mail to: **Dutch Douglas, LLC dba Dutch Republic, 435 Blue Star Highway, Douglas, MI 49406.** In the event of revocation, the Licensee hereby waives any claims, actions or demands against the City for the use of the Right-of-Way and does further acknowledge that its use of the Right-of-Way is at the sole and complete risk of the Licensee without representation by the City as to the duration of this Agreement.
6. Insurance. The Licensee shall provide a certificate of insurance acceptable to the City listing the City and its employees, officers, officials and agents as additional insureds and requiring thirty (30) days prior, written notice to the City before cancellation or reduction in coverage. The general liability limits shall be \$300,000.00 per person and \$300,000.00 per occurrence.
7. Assignability. This Agreement shall be assignable by the Licensee only upon the express written consent of the City. The City hereby delegates the consent to the assignment of this agreement to the City Manager.
8. Complete Agreement. This Agreement constitutes the entire Agreement between the City and the Licensee and no covenant, warranty or agreement exists which has not been incorporated herein.
9. Sign Permit. An application for a sign permit shall be filed with the office of the Zoning Administrator. Approval of all sign permits shall be contingent upon the applicant and Licensee demonstrating the ability to comply with all provisions of the Sign Ordinance.
10. Binding Effect. This Agreement is binding upon the parties hereto, their successors, heirs, or assigns, and the covenants, conditions and terms thereof shall run with the land.
11. Fee. It is acknowledged that the Licensee has paid Sign Permit/License fees to the City the sum of \$200.00 and the associated Revocable Sign/License Agreement fees of \$250.00 due upon execution of this agreement as reimbursement for the City's legal and administrative preparation of this Agreement, and each year thereafter, per the City of the Village of Douglas Schedule of Fees.
12. Recording of Agreement. The City and the Licensee agree that either party may record this Agreement with the Allegan County Register of Deeds.

In witness thereof, the parties hereto have caused this Agreement to be executed on the date first noted above.

Witnesses:

City of the Village of Douglas

By _____
Cathy North,
Mayor

By _____
Laura Kasper,
City Clerk

Notary:

Dutch Douglas, LLC dba Dutch Republic

By _____

Print Name: Sean Lyden

Title: President

STATE OF MICHIGAN)
)ss.
COUNTY OF ALLEGAN)

On this _____ day of _____, 2025, before me, a Notary Public in and for said County, appeared **Cathy North, Sean Lyden, and Laura Kasper**, to me personally known, who, being by me duly sworn, did each for himself/herself say that they are, respectively, the Mayor and City Clerk of the City of Village of Douglas, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of the City of the Village of Douglas by authority of its City Council; and said **Cathy North, Sean Lyden, and Laura Kasper** acknowledged said instrument to be the free act and deed of the said City of the Village of Douglas.

Notary Public, Allegan County, Michigan
Acting in Allegan County, Michigan
My Commission Expires: _____

EXHIBIT A
“Legal Description”

435 BLUE STAR HWY., DOUGLAS, MI 49406 | PPN: 59-016-072-11

BEG 356'E & 158'N OF SW COR SW 1/4 TH N 172.3' TH W TO BLUE STAR HWY TH S'LY ALG SD
HWY TO A PT 158' N OF S SEC LIN TH E TO POB SEC 16 T3N R16W (97)

EXHIBIT B
"Sign Improvements"

PLOT PLAN



Dutch Republic



Dutch Republic
435 Blue Star Hwy, Douglas, MI 49406

Parcel # 59-016-072-12

A Replacement Wall Sign
51.67 SQFT
120' from curb

B Existing Ground Sign
24.5 SQFT
25' from curb

Building: 13'h x 85'w
Ground Sign: 17' OAH



**CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 24-2025

**RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT TO PERMIT
A PERMANENT ON-PREMISES FREESTANDING PYLON IDENTITY SIGN
WITHIN THE BLUE STAR HIGHWAY RIGHT-OF-WAY
AT DUTCH REPUBLIC, 435 BLUE STAR HIGHWAY, DOUGLAS, MI 49406**

At a meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 6th day of October 2025, at 7:00 p.m.

PRESENT: Council Members:

ABSENT: Council Members:

The following resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, Sean Lyden (“Applicant”), a business owner operating Dutch Republic at 435 Blue Star Highway, Douglas, Michigan, 49406.

WHEREAS, The City of the Village of Douglas shall enter into a Revocable License Agreement (“License Agreement”) with Dutch Republic (Sean Lyden), to permit the continued placement and maintenance of the existing On-Premises Freestanding Pylon Identity Sign within the Blue Star Highway Right-of-Way; and

WHEREAS, the Council of the City of the Village of Douglas finds that it is in the best

interest of Douglas to enter into the License Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the License Agreement with Dutch Republic (Sean Lyden) is approved.
2. That the Mayor and the City Clerk are authorized to sign the License Agreement on behalf of the City of the Village of Douglas.
3. That any resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 6th day of October 2025.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Cathy North, Mayor

BY: _____
Laura Kasper, City Clerk

CERTIFICATION

I, Laura Kasper, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held October 6th, 2025 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Laura Kasper, City Clerk

**CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 39-2020

**RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT TO PERMIT
A PERMANENT ON-PREMESIS FREESTANDING PYLON IDENTITY SIGN
WITHIN THE BLUE STAR HIGHWAY RIGHT-OF-WAY
AT GREEN KOI DOUGLAS, 435 BLUE STAR HIGHWAY, DOUGLAS, MI 49406**

At a meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 7th day of December 2020, at 7:00 p.m.

PRESENT: Council Members: Donovan, Miller, Mooradian, North Seabert, Van Loon, Lion

ABSENT: Council Members:

The following resolution was offered by Councilperson North, and supported by Councilperson Miller.

RESOLUTION

WHEREAS, Green Koi Douglas (Koi Holdings LLC) is a business operating at 435 Blue Star Highway, Douglas, Michigan 49406.

WHEREAS, The City of the Village of Douglas desires to enter into a Revocable License Agreement ("License Agreement") with Green Koi Douglas (Koi Holdings LLC), for the purpose of allowing a sign to be placed within the Blue Star Highway Right-of-Way.

WHEREAS, the Council of the City of the Village of Douglas finds that it is in the best interest of Douglas to enter into the License Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the License Agreement with Green Koi Douglas (Koi Holdings LLC) is approved.
2. That the Mayor and the City Clerk are authorized to sign the License Agreement on behalf of the City of the Village of Douglas.
3. That any resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members: Donovan, Miller, Mooradian, North, Seabert, Van Loon

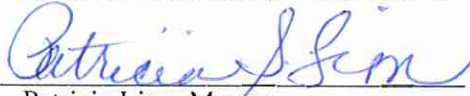
NAYS: Council Members: Lion

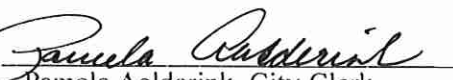
ABSTAIN: Council Members: None

ABSENT: Council Members: None

ADOPTED this 7th day of December 2020.

CITY OF THE VILLAGE OF DOUGLAS

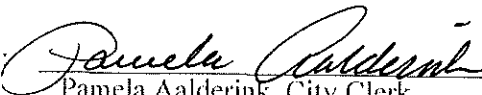
BY: 
Patricia Lion, Mayor

BY: 
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held December 7, 2020 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: 
Pamela Aalderink, City Clerk