

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made this ____ day of _____, 2024, between the **TOWN OF MUNSTER, INDIANA** (hereinafter referred to as "Munster") and **PAUL E. KRASZYK, AS TRUSTEE OF THE PAUL E. KRASZYK REVOCABLE LIVING TRUST DATED MAY 12, 2011** (hereinafter referred to as "Kraszyk").

RECITALS

WHEREAS, Kraszyk is the owner of certain real estate commonly known as 8649 Greenwood Avenue, Munster, Indiana, and legally described as follows:

OAK GROVE ADD. L.19
Commonly known as 8649 Greenwood Avenue, Munster IN 46321
Parcel No. 45-07-19-430-010.000-027

(the "Property"); and

WHEREAS, Kraszyk wishes to reinstall an existing fence on the Property. The existing fence extends 14' 11" from the south side of the Property, which fence is encroaching 11 inches into the public right of way on 35th Street; and

WHEREAS, Munster is willing to permit the use of the public right of way to Kraszyk for the purpose described above, upon the terms and conditions set forth in this License Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OTHER CONSIDERATION HEREINAFTER SET FORTH, MUNSTER AND KRASZYK AGREE AS FOLLOWS:

1. **GRANT OF LICENSE.** Munster hereby grants to Kraszyk a non-exclusive license on and over eleven (11) inches of the public right of way on 35th Street to reinstall an existing fence in the exact same location on the Property, which fence will then be encroaching eleven (11) inches into the public right of way.
2. **REINSTALLATION AND MAINTENANCE OF FENCE.** The reinstallation of the existing fence shall be completed at Kraszyk's sole cost and expense. Kraszyk shall maintain the fence in good condition and repair at all times.
3. **TERM OF LICENSE AGREEMENT.** This license is at will and may be terminated with thirty

(30) days notice.

4. **LIABILITY.** Kraszyk hereby assumes all responsibility for any injury to persons or damage to property to the extent caused by Kraszyk's use of the public right of way pursuant to this License Agreement and agrees to hold Munster harmless from the same.

5. **INSURANCE.** Kraszyk shall carry adequate insurance to protect the parties hereto against any and all claims, demands, action, judgments, costs expenses and liabilities, which may arise out of or result, directly or indirectly, from Kraszyk's use of the public right of way, except such liability as shall arise in whole out of or result in whole from the negligence of Munster. Munster shall also carry such insurance as will protect it from all claims under any workman's compensation laws in effect that may be applicable to Munster. All insurance required hereunder shall remain in force for the entire life of this License Agreement.

6. **REPAIRS.** Kraszyk will repair any damage to Munster's public right of way which results from or arises through the reinstallation and maintenance of the fence on the Property and/or the acts or negligence of Kraszyk. Said repairs shall be accomplished in a manner suitable to Munster.

7. **TERMINATION.** In the event either party exercises its right to terminate this Revocable License Agreement, Kraszyk shall have thirty (30) days to remove the fence, and any other obstructions, from the Public Right of Way.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

KRASZYK:

**PAUL E. KRASZYK, AS TRUSTEE OF THE PAUL E. KRASZYK
REVOCABLE LIVING TRUST DATED MAY 12, 2011**

Date: _____

MUNSTER:

TOWN OF MUNSTER, INDIANA

By: _____

Title: _____

Date: _____