

A-1834

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made, entered into and effective as of May__4th__, 2026 by and between the City of Atlantic City (“City”), a municipal corporation of the State of New Jersey having its offices located at 1301 Bacharach Boulevard, Atlantic City, NJ 08401 and Daniel Fast II, LLC c/o Keith Groff (“Licensee”), having a business address located at 56 Sleepy Hollow Drive, Tabernacle, New Jersey, 08088 and

WHEREAS, the City is a municipal corporation of the State of New Jersey, owning and controlling certain real property within its territorial limits, including a certain portion of the public right-of-way, specifically Vermont Terrace located in Block 129, which abuts the property of Licensee’s redevelopment project, (the “Licensed Property”); and

WHEREAS, the Licensee desires to obtain access to the Licensed Property to maintain an existing fence that will encroach into, and across, the public right-of-way across the Licensed Property a distance of ten feet (10’), as more particularly shown in the attached survey and photograph, attached hereto and made a part hereof (Exhibit “A”), (the “Licensed Activities”); and

WHEREAS, pursuant to Conformance Review by the Casino Reinvestment Development Authority dated February 25, 2026, and recommended that the Governing Body of the City of Atlantic City authorize a Revocable License Agreement to allow the encroachments into the Vermont Terrace right-of-way (Exhibit “B”); and

WHEREAS, the City finds that the proposed improvements will enhance the general welfare of the City and it is in the public interest to ensure the completion of the redevelopment project of Licensee; and

WHEREAS, all encroachments shall be maintained solely at the Licensee’s expense and without cost to the City; and

WHEREAS, the City finds that it is in the public interest to grant Licensee the right to use the Licensed Property for the Licensed Activities; and

WHEREAS, the parties wish to enter into this Revocable License Agreement whereby the City will allow the Licensee and the Licensee Business Invitees to use the Licensed Property to carry out the Licensed Activities; and

WHEREAS, by Resolution No. 239 of 2026 adopted on April 22, 2026, the City Council authorized the City to enter into a License Agreement with the Licensee, (Exhibit "C"); and

NOW, THEREFORE, in order to carry out the intent as expressed above, and in consideration of the payment of One Dollar (\$1.00) Dollar, the substantial benefits that Licensee's business provides to the City, and the mutual covenants herein contained, the City and the Licensee hereby agree and covenant as follows:

1. A license (the "License") is hereby granted to the Licensee for the purpose of allowing the Licensee to use the Licensed Property for the purpose of carrying out the Licensed Activities.

2. The within License is for an initial period of five (5) years which period shall thereafter automatically renew annually unless either party provides written notice of its intent to revoke or cancel the License.

3. The within License is expressly subject to the following conditions:

a. The Licensed Property shall be used for the Licensed Activities under the terms of this License Agreement.

b. At all times during which this License shall be in effect, it is agreed and understood that as a condition hereof, the Licensee, at its own cost and expense, shall extend or maintain the Licensee's existing general liability insurance

policy to cover the Licensed Property, and the Licensee shall name the City as additional insured, insuring the City against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the Licensed Property, or for injuries to any person or persons. Licensee shall provide proof of insurance to the City prior to commencement of work and shall be at the levels approved by the City's Risk Manager.

- c. Under no circumstances shall the Licensed Activities extend beyond the perimeter of the Licensed Property nor shall the Licensed Property be expanded without the express permission of the City of Atlantic City.

4. The Licensee is subject to all federal and state laws and the ordinances of the City of Atlantic City as they now exist or may be hereafter adopted or amended and the Resolutions of the City now in effect which may be hereafter passed or adopted.

5. As a condition hereof, the Licensee is bound to hold the City harmless and to defend the City against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by the use and maintenance of the Licensed Property for the Licensed Activities or from any act or omission by any representative, agent or successor of the Licensee. It is the intention of this indemnity provision on the part of the Licensee, as a condition of this License, that it shall be full and total indemnification against any kind or character of claim whatsoever that may be asserted against the City by reasons of, or as a consequence of having granted permission to the Licensee to perform the License Activities upon the City's real property or within the City's right-of-way.

6. Should the Licensee breach any of the terms and conditions of the License Agreement the City retains the right, at any time, to give the Licensee a written notice of the breach. After receipt of the notice of the breach the Licensee shall have thirty (30) days to cure the breach. Should the Licensee fail to cure the breach within the thirty (30) day cure period then the City may revoke this License, in part or in its entirety, and to require that the aforementioned encroachment or any encroachments existing at the time of such notice, be removed from the site at the CITY's discretion, and the CITY, its agents, servants, and employees shall bear no responsibility or liability for damage caused to the aforementioned or adjoining structures by such removal.

7. This License Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to that Agreement.

8. This License Agreement and any amendment or addendum thereto may be executed in counterparts each of which when executed by the requisite parties shall be deemed to be a complete original document. An electronic or facsimile copy thereof shall be deemed and shall have the same legal force and effect as an original document.

9. The Licensed Property shall at all times remain in the public domain, fully accessible for the use, enjoyment and passage of pedestrians.

IN WITNESS WHEREOF, said parties have set their hands and seals on this day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

By: Paula Geletei
Paula Geletei
City Clerk

By: Marty Small, Sr.
Marty Small, Sr.
Mayor

Dated: 5/5/2026

ATTEST:

DANIEL FAST II, LLC

By: _____

By: Keith Groff 5/4/2026
Name: Keith Groff
Title: Sole Owner

Dated:

The within Agreement is approved as to form and execution.

Date: 05/05/2026

By: Jack Berenato, Esq.
Jack Berenato, Esq.
Assistant City Solicitor



Resolution of the City of Atlantic City

No. 239

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

City Solicitor/s/ Michael J. Perugini

Assistant City Solicitor/s/Jack Berenato

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & LACCA present the following Resolution:

RESOLUTION GRANTING A REVOCABLE LICENSE AGREEMENT FOR AN ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY AT VERMONT TERRACE

WHEREAS, Daniel Fast II, LLC c/o Keith Groff, hereafter referred to as "Applicant" is redeveloping properties to construct townhomes on Vermont Place and Vermont Terrace, known as Lighthouse Row, and there is an existing fence that separates Phase I and Phase II of the development ("Property"); and

WHEREAS, Applicant is proposing to keep the existing fence in place that extends across Vermont Terrace, ten (10') feet over the City's right-of-way (Vermont Terrace), as more specifically described in the attached plan and photograph; and

WHEREAS, the City is a municipal corporation of the State of New Jersey, owning and controlling certain rights of way within its territorial limits, as shown on the tax map of the City of Atlantic City, which property abuts the Applicant's Property; and

WHEREAS, the Applicant is specifically requesting permission from the City to maintain certain encroachments into the City-owned real property and within the City's right-of-way for the already existing fence that runs across Vermont Terrace; and

WHEREAS, Applicant received conditional Certificate of Land Use Compliance approval from the CRDA contingent upon the Applicant obtaining a license from the City permitting the existing fence over Vermont Terrace; and

WHEREAS, Applicant presented their request to and received approval from the City Council Planning & Development Subcommittee on March 4, 2026; and

WHEREAS, City Council finds and declares that the public interest of the City will be served by the granting to the applicant a REVOCABLE LICENSE; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Atlantic City, that for the consideration of one dollar (\$1.00) paid by applicant, the Mayor is hereby authorized to execute and the City Clerk to attest to a REVOCABLE LICENSE to authorize the Applicant to encroach into and upon the City's rights-of-way, as more particularly set forth and described in the attached form of License Agreement.

"C"

BE IT FURTHER RESOLVED that the Applicant shall enter into a license agreement with the City for the Project encroachments and shall be subject to the following terms and conditions:

1. The proposed License Agreement shall contain a provision by which the licensee shall hold harmless and indemnify the City for all costs, liabilities and claims arising out of or related to the existence, maintenance, or use of the City's right-of-way by the proposed licensee; and shall require the proposed licensee and its successors to keep and maintain such liability insurance as will accomplish the foregoing.
2. The form and language of the License Agreement authorized by this Resolution shall be approved by the City Solicitor prior to execution.
3. The License Agreement shall be binding upon the heirs, assigned and/or successors in right, title or interest of the parties to said agreement.

May 4, 2026 12:45 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	X					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 22, 2026

Paula Geletei

/s/ Paula Geletei, City Clerk