

A-1505
12/24

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into and effective as of _____
MAY 20, 2025 by and between the CITY OF ATLANTIC CITY,
("City") having an address of 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 and
MOMENTUM HOSPITALITY CG RESORTS LLC ("Licensee"), having a business address of 15A
Melanie Lane, Suite 2A, East Hanover, New Jersey 07936; and

WHEREAS, the City is a municipal corporation of the State of New Jersey, controlling
certain real property within its territorial limits, including the public right-of-way identified as the
Boardwalk ("City Property"); and

WHEREAS, the Licensee occupies certain real property at the corner of North Carolina
Avenue and the Boardwalk at Resorts Casino Hotel, designated as part of Lot 14 in Block 60 on the Tax
Map of the City of Atlantic City (the "Licensee Property"), and

WHEREAS, the Licensee Property, which previously contained a retail store that is being
renovated by Licensee to create a Chicken Guy restaurant; and

WHEREAS, the Licensee desires permission from the City to install one (1) projecting wall
sign that will encroach over a portion of the public right-of-way adjacent to Licensee Property which is
part of the City Property (collectively the "Licensed Property") (see **Exhibits "A"** and **"B"** attached
hereto); and

WHEREAS, the City Council of the City of Atlantic City ("City Council" pursuant to
Resolution No. 365 of 2024 has granted a license ("License") to Licensee for the right to use the
Licensed Property as set forth above (see **Exhibit "C"** attached hereto); and

WHEREAS, the parties wish to enter into this Revocable License Agreement whereby the City

will allow the Licensee to install one (1) projecting wall sign on the Licensed Property;

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

1. City Council pursuant to Resolution 365 of 2024 granted a License to the Licensee for the purpose of allowing Licensee to install one (1) projecting wall sign that will encroach over a portion of the City Property as described, above.

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 only be used for one (1) projecting wall sign 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 City's Risk Manager.

(c) Under no circumstances shall the projecting wall sign 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 including but not limited to any applicable permitting requirement 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 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 have one (1) projecting wall sign that extends over 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, upon sixty (60) day notice from the City to the Licensee, to revoke this License, in part or in its entirety, and to require that the aforementioned encroachments or any encroachments existing at the time of such notice, be removed, or at the City's discretion, the City may remove the aforementioned encroachments 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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

ATTEST:

By: Paula Geletei
Paula Geletei, City Clerk
Dated: 5/21/2025

CITY OF ATLANTIC CITY

By: Marty Small, Sr.
Marty Small, Sr., Mayor
Dated: 5-21-25

ATTEST:

By: Anthony White
Name: Anthony White
Title: Manager
Dated: 5/12/25

MOMENTUM HOSPITALITY CG
RESORTS LLC

By: William S. White
William S. White, Manager
Dated: 5/12/25

The within Agreement is approved as to form and execution.

Date: 5/13/2025

By: Jack A. Berenato
Jack A. Berenato, Esquire
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 365

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

Factual contents certified to by

Assistant City Solicitor /s/ Jack Berenato

Assistant Director of Planning & Development /s/ Jacques Howard

Prepared by City Solicitor's Office

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

RESOLUTION GRANTING A REVOCABLE LICENSE AGREEMENT TO MOMENTUM HOSPITALITY CG RESORTS LLC

WHEREAS, Momentum leases certain real property identified as the corner of North Carolina Avenue and the Boardwalk at Resorts Casino Hotel and designated as part of Lot 14 in Block 60, (collectively, the "Property"); and

WHEREAS, the City of Atlantic City ("City") owns the property adjacent to Licensee Property which is the public right-of-way identified as the Boardwalk ("City Property"); and

WHEREAS, the Property previously contained a retail store that is being renovated by Momentum to create a Chicken Guy restaurant; and

WHEREAS, Momentum desires to install one (1) projecting wall sign that will encroach over a portion of the public right-of-way on the Boardwalk adjacent to the Property; and

WHEREAS, Momentum is requesting a license from the City to permit the proposed sign to encroach over a portion of the public right-of-way adjacent to the Property, as shown on **Exhibits "A" and "B"**; and

WHEREAS, this matter was reviewed by the Planning and Development Committee of the City Council of the City of Atlantic City on May 1, 2024; and

WHEREAS, City Council finds and declares that the public interest of the City will not be harmed by the granting a license on a portion of the public right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City, that for the consideration of **ONE DOLLAR (\$1.00)**, the Mayor is hereby authorized to execute, and the City Clerk to attest to, a License Agreement to authorize Momentum's proposed sign to encroach over a portion of the public right-of-way adjacent to the Property consistent with this Resolution.

BE IT FURTHER RESOLVED that Momentum shall enter into a License Agreement subject to the following terms and conditions:

1. The proposed License Agreement will be subject to review and approval by the City Solicitor; and

2. The proposed License Agreement shall contain a provision by which the proposed licensee and its successors 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 said encroachments upon the City's right-of-way; and

3. The License Agreement shall be binding upon the heirs, assigns and/or successors in right, title, or interest of the parties to the said agreement.

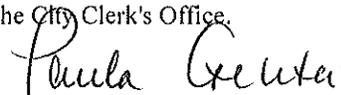
BE IT FURTHER RESOLVED that the form and language of the License Agreement authorized by this Resolution shall be approved by the City Solicitor prior to its execution.

May 15, 2024

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.
CROUCH	X					X	SHABAZZ	X					
DUNSTON	X						TIBBITT	X					
KURTZ	X						WEEKES	X					
MARSHALL	X				X		ZIA	X					
RANDOLPH, COUNCIL 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: MAY 15, 2024



/s/ Paula Geletei, City Clerk