

A-1032  
KC

**ACCESS and INDEMNIFICATION AGREEMENT**

This ACCESS and INDEMNIFICATION AGREEMENT (hereinafter referred to as the "**Agreement**"), is made as of \_\_\_\_\_, 2025 **Effective Date**", by and between the City of Atlantic City, a Municipal Corporation of the State of New Jersey ("**City**"), and YARA'S HOUSE, LLC, a New Jersey limited liability company ("**Licensee**").

**WITNESSETH:**

WHEREAS, the City is the fee owner of those certain tracts or parcels of land known as the Riverside Industrial Park, North Riverside Drive, and designated as Block 741, Lots 1-32 on the Tax Map of the City of Atlantic City, New Jersey (the "**Property**"); and

WHEREAS, the City hereto intends to provide the Licensee the right to enter upon the Property to conduct certain geotechnical inspections, related to a portion of the Property as more particularly described in **Exhibit A** attached hereto pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee hereby agree as follows:

1. **Grant of Access.** The City hereby grants to Licensee, and to Licensee's employees, agents, consultants, representatives and contractors (collectively, the "**Licensee's Agents**") a non-exclusive, revocable license to enter upon the Property at reasonable times during normal business hours, to perform geotechnical inspections and soil borings on the Property (the "**Due Diligence**"), at Licensee's sole risk, cost and expense, as provided herein (the "**Right of Access**"). Such access granted hereunder is intended to convey and grant to Licensee and Licensee's Agents a temporary right to enter upon the Property and to conduct the activities stated herein.

2. **Notification.** Licensee shall, at least twenty-four (24) hours prior to accessing the Property, give the City notice of its intention to conduct any geotechnical inspection so that the City shall have an opportunity to have a representative present during any Right of Access.

3. **Responsibility for Damages.** Licensee agrees that, in exercising its Right of Access, Licensee and Licensee's Agents will not materially interrupt or interfere with the activities of City employees, or other persons occupying or working at the Property, including, without limitation, any construction, renovation, maintenance or other work. Except with respect to the City's or its employees or agents' actions or the discovery of pre-existing conditions affecting the Property, or the City's material interference with Licensee's Right of Access, Licensee agrees to be responsible for all loss or damage resulting from any entry, inspection or activity performed by Licensee and Licensee's Agents in furtherance of Licensee's Due Diligence.

4. **Insurance.** Licensee agrees that, in conducting its Due Diligence of the Property, Licensee and/or Licensee's Agents entering onto the Property shall carry commercial general liability insurance with limits of no less than \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence, insuring all activity and conduct of Licensee and Licensee's Agents while exercising the Right of Access provided for in this Agreement.

5. **Indemnity.** Licensee agrees to indemnify, defend and hold the City and its employees, officers, agents, and contractors, and the Property free and harmless from any actual loss, injury, damage,

claim, lien, liability, cost or expense (including attorneys' fees and costs) arising out of or in connection with the Due Diligence and Licensee's Right of Access. Notwithstanding the foregoing, Licensee shall not be responsible (a) for the mere discovery, without exacerbation, of pre-existing conditions at the Property, (b) to the extent resulting from the negligence or willful misconduct of the City or its agents, employees and/or contractors, or (c) for any consequential, punitive and/or special damages. The provisions of this Section 5 shall survive any termination of this Agreement.

6. **Restoration of Property.** Licensee shall, at its sole cost and expense and in accordance with all requirements of applicable law, repair any damage or alteration of the physical condition of the Property which results from any inspection or activity conducted by Licensee and/or Licensee's Agent and restore the Property to the same condition (to the extent reasonably practicable) as existed prior to such inspection or activity. In addition, any boreholes performed by Licensee will be grouted in accordance with NJDEP Regulations upon completion and any excess drilling spoils will be containerized and disposed of by Licensee. The provisions of this Section 6 shall survive any termination of this Agreement for a period of one (1) year.

7. **Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other shall be in writing and sent by: (i) e-mail to the addresses set out below; or (ii) overnight delivery via a nationally recognized overnight courier, to the addresses set out below, or at such other addresses as specified by written notice delivered in accordance herewith. Notice shall be deemed given on the date such notice was sent by way of e-mail or on the date delivered in person by such nationally recognized overnight courier.

If to the City:

City of Atlantic City  
City Clerk – Room 704  
1301 Bacharach Blvd  
Atlantic City, NJ 08401

With a copy to:

City of Atlantic City  
Solicitor's Office – Room 707  
1301 Bacharach Blvd  
Atlantic City, NJ 08401  
Attn: Jack A. Berenato, Esq.

If to Licensee:

Yara's House LLC  
649 Howard Street  
Atlantic City, NJ 08401  
Attn: Francine Miller  
Email: [fmiller779@gmail.com](mailto:fmiller779@gmail.com)

With a copy to:

Cooper Levenson

1125 Atlantic Avenue  
Atlantic City, NJ 08401  
Attn: Ben Ojserkis, Esq.  
Email: [Bojserkis@cooperlevenson.com](mailto:Bojserkis@cooperlevenson.com)

8. **Liens.** Licensee shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Licensee and Licensee's Agents with respect to any inspection or testing of the Property in furtherance of the Due Diligence. The provisions of this Section 8 shall survive any termination of this Agreement.

9. **Entire Agreement.** This Agreement is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements with respect thereto. This Agreement may only be modified or amended by an agreement in writing duly executed and delivered by each of the parties hereto. Nothing herein shall obligate Licensee to enter into a purchase agreement for the Property.

10. **Assignment.** This Agreement shall not be assigned by Licensee without the City's prior written consent, which shall not be unreasonably withheld.

11. **Termination; Exclusivity.** Unless terminated either by agreement of the parties, or otherwise, this Agreement shall terminate ten (10) days from the Effective Date, unless mutually agreed to between the City and Licensee. Immediately upon any such termination, the Rights of Access granted hereunder shall cease. If the parties determine to execute a Lease or other agreement for a portion of the Property, this Agreement shall merge into and be governed by the terms of said Lease or other agreement covering the subject matter of this Agreement.

12. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed invalid or unenforceable under applicable law, then the remainder hereof and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. The rights and privileges granted herein shall accrue to the benefit of each of the parties hereto. It is understood and agreed that this Agreement shall not in any way constitute a purchase and sale agreement or a partnership agreement, nor shall either party be required to enter into a purchase and sale agreement or partnership agreement, or negotiate, in good faith or otherwise, a purchase and sale agreement or partnership agreement.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey. In the event of any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

14. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. Handwritten signatures to this Agreement transmitted digitally (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own digitally transmitted handwritten

, signature and shall accept the digitally transmitted handwritten signature of the other party to this Agreement.

**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: 11/25/2025

**CITY OF ATLANTIC CITY**

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

Dated:

**ATTEST:**

By: \_\_\_\_\_

**LICENSEE:  
YARA'S HOUSE, LLC**

By: Francine Miller  
Signed by:  
Francine Miller  
7E7099E00549464...  
Name: Francine Miller  
Title: Principal

11/18/2025 | 6:38 AM

**The within Agreement is approved as to form and execution.**

Date: 11/21/2025

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

**Exhibit A**

**Description of Property**

226873576v1

# Resolution of the City of Atlantic City

## No. 800

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s./ Jacques Howard

Prepared by City Solicitor's Office

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

### **RESOLUTION AUTHORIZING AGREEMENT WITH YARA'S HOUSE LLC., FOR ACCESS TO CITY-OWNED PROPERTIES TO PERFORM PRELIMINARY INVESTIGATION TO SUPPORT RESIDENTIAL DEVELOPMENT**

**WHEREAS**, Yara's House LLC, a New Jersey limited liability company, ("Yara's House") has proposed a new residential development at the Riverside Business/Industrial Park (the "Project"), concept plan attached hereto; and

**WHEREAS**, the proposed Project includes several City-Owned Properties located along North Riverside Drive in the Riverside Business/Industrial Park and is more specifically shown on the attached Project concept plan (the "Properties"); and

**WHEREAS**, Applicant proposes to perform site investigations at the Properties to determine the feasibility of developing the site for housing and commercial/retail use; and

**WHEREAS**, the City Council finds and declares that the public interest of the City will not be harmed by the granting to the Applicant an ACCESS and INDEMNIFICATION AGREEMENT.

**WHEREAS**, this matter was presented to and received approval from the City Council Planning & Development Subcommittee on October 29, 2025; 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 an ACCESS and INDEMNIFICATION AGREEMENT to authorize the Applicant and its assignees to encroach upon the rights over the City-Owned Properties, as more particularly set forth and described in the attached concept plan.

**BE IT FURTHER RESOLVED** that the Applicant shall enter into an ACCESS and INDEMNIFICATION AGREEMENT with the City for the encroachments and shall be subject to the following terms and conditions:

1. The proposed ACCESS and INDEMNIFICATION 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-Owned Properties, or any use of the City-Owned Properties, by the proposed licensee or its successors; 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 ACCESS and INDEMNIFICATION AGREEMENT authorized by this Resolution shall be approved by the City Solicitor prior to its execution.
3. The ACCESS and INDEMNIFICATION AGREEMENT shall be binding upon the heirs, assigns and/or successors in right, title and interest.

November 21, 2025 11:11 AM

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.
BAILEY	X						LACCA	X					
CROUCH				X			MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X					X	TIBBITT				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: NOVEMBER 12, 2025

*Paula Geletei*

/s/ Paula Geletei, City Clerk