

A-975
KC

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made, entered into and effective as of August 21, 2023 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 Bakin’ Bad, LLC, a New Jersey limited liability company (“Licensee”), having a business address located at 2834 Atlantic Avenue, Atlantic City, New Jersey, 08401; 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 the sidewalk located at 2834 Atlantic Avenue, Block 176, Lot 1, which abuts the property of Licensee’s business located at 2834 Atlantic Avenue, Unit #1, (the “Licensed Property”) (Exhibit “A”); and

WHEREAS, the Licensee desires to obtain access to the Licensed Property to erect and maintain a sign in association with the business activities of Bakin’ Bad (the “Licensed Activities”); and

WHEREAS, the proposed signage encroaches into and over the public right-of-way, including certain projections along the frontage of the Licensed Property and, consequently, to permit installation and continued maintenance, a license from the City to permit said encroachment is required; 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 long-term sustainability of the business of Licensee; and

WHEREAS, all improvements to the existing sign would be installed and 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. 458 of 2023 adopted on June 21, 2023, the City Council authorized the City to enter into a License Agreement with the Licensee, (Exhibit "B"); 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. Licensee shall submit a plan for the proposed sign to the City of Atlantic City which shall be subject to review and approval by the City Engineer and City

Planner.

c. 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.

d. 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:

By: Paula Geletei
Paula Geletei
City Clerk

Dated: 8/25/2023

CITY OF ATLANTIC CITY

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

Dated: 8/25/2023

ATTEST:

By: _____

BAKIN' BAD, LLC, a New Jersey limited liability company

By: Dominique Landry
Name: Dominique Landry
Title: Managing Member

The within Agreement is approved as to form and execution.

Date: 8/23/23

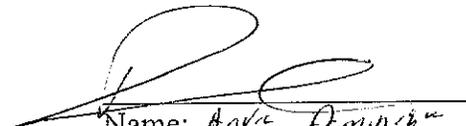
By: Jack Berenato
Jack Berenato, Esq.
Assistant City Solicitor

STATE OF NEW JERSEY)
)
) SS.
)
COUNTY OF Atlantic)

I certify that on August 22nd, 2023, Andre Landry, the member of the Company, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the member of the Company named in this document
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the Company;
- (c) this document was signed and delivered by the Company as its voluntary act duly authorized by a proper consent of its Members and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on 8/22/2023



Name: Andre Dominique Landry
Title: member

LEE KEILUHN
NOTARY PUBLIC OF NEW JERSEY
Commission # 50156407
My Commission Expires 4/7/2026

EXHIBIT A



VIEW FROM ACROSS BRIGHTON AND ATLANTIC

EXHIBIT "A"
CLC 2023-04-3432



BANKW B&B
2884 Atlantic Ave
Atlanta, GA 30328
03/20/2023

EXHIBIT B

Resolution of the City of Atlantic City

No. 458

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

Factual contents certified to by

Assistant City Solicitor /s/ Jack Berenato

Director of Planning & Development /s/ Jacques Howard

Prepared by City Solicitor's Office

Council Members SHABAZZ & MARSHALL present the following Resolution:

RESOLUTION GRANTING A REVOCABLE LICENSE AGREEMENT FOR A SIGN ENCROACHMENT OVER THE PUBLIC SIDEWALK AT 2834 ATLANTIC AVENUE (Block 176, Lot 1)

WHEREAS, Bake Bad food store, hereafter referred to as "Applicant" has proposed improvements to enhance the exterior of its frontage at 2834 Atlantic Avenue in Block 176, lot 1 (the "Property"); 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 Sidewalk abuts the Applicant's Property; and

WHEREAS, the Applicant is specifically requesting permission from the City to maintain certain encroachments upon City-owned real property and within the City's right-of-way for the installation and continued maintenance of new awning and signage; and

WHEREAS, the new awning and signage would be installed and maintained solely at the Applicant's expense and without cost to the City; 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.

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.

August 23, 2023 11:56 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.
DUNSTON	X				X		SHABAZZ	X					
KURTZ	X						TIBBITT	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	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: JUNE 21, 2023

Paula Geletei

/s/ Paula Geletei, City Clerk