

A-1402 TG

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made, entered into and effective as of _____, 2025 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 155 S. Tennessee QOZB, LLC, a New Jersey limited liability Company (“Licensee”), having a business address located at PO Box 1106, 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 sidewalk on South Tennessee Avenue, as shown on the tax map of the City of Atlantic City (“City Property”), which sidewalk area abuts the property of Licensee’s redevelopment located at 155 S. Tennessee Avenue, (the “Licensed Property”) as more particularly described in the balcony description, survey and legal description attached hereto as Exhibit “A” and made part hereof as if fully set forth herein; and

WHEREAS, the Licensee desires to obtain access to the Licensed Area to complete the redevelopment of the “Surf Lodge” by constructing balconies that will encroach/extend over and above the City Property about four (4’) feet (the “Licensed Activities”), see Exhibit “A”; and

WHEREAS, the newly constructed balconies would encroach/extend into and over the public right-of-way, including certain projections along the sidewalk at South Tennessee Avenue, and, consequently, to permit development, 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 responsible and professional property redevelopment in 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. 272 of 2025 adopted on April 16, 2025, the City Council authorized the City to enter into a License Agreement with the Licensee, attached hereto as Exhibit "B" and made part hereof as if fully set forth herein; 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. The Licensed Property is more particularly shown and described in the balcony description, survey and legal description attached hereto as Exhibit "A" and made part hereof.

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. The Licensee has received land use approval for the proposed redevelopment from the Casino Reinvestment Development Authority. Any changes or modification to land use approval or other design material submitted to the City shall be subject to further review and approval by the City Engineer and City Planner prior to the Licensee making any such changes.
- 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

CITY OF ATLANTIC CITY
By: Marty Small, Sr.
Marty Small, Sr.
Mayor

Dated: 6/20/2025

Dated:

ATTEST:
By: _____

155 S TENNESSEE QOZB, LLC a New Jersey limited liability company
By: Zenith Shah
Name: Zenith Shah
Title: Owner

Dated:

Dated: 6/11/2025

The within Agreement is approved as to form and execution.

Date: 06/11/2025

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

Resolution of the City of Atlantic City

No. 272

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 & LACCA present the following Resolution:

RESOLUTION GRANTING A REVOCABLE LICENSE AGREEMENT FOR A BALCONY ENCROACHMENT OVER THE PUBLIC SIDEWALK AT 155 S. TENNESSEE AVENUE (Block 54, Lot 16 and 17)

WHEREAS, 155 S Tennessee Avenue QOZB, LLC, hereafter referred to as "Applicant" is in process of redeveloping the property, as the "Surf Lodge", located at Block 54, Lots 16 and 17, 155 S Tennessee Avenue (the "Property"); and

WHEREAS, the redevelopment of the Property known as the "Surf Lodge" includes the improvement of the existing balconies, which encroach upon/above City owned property. Balcony Description prepared by Vargo Associates is attached as Exhibit A; 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/above City-owned real property and within the City's right-of-way for the improvement of existing balconies; and

WHEREAS, the balconies would be constructed, improved and maintained solely at the Applicant's expense and without cost to the City; and

WHEREAS, Applicant presented their request to and received approval from the City Council Planning & Development Subcommittee on April 3, 2025; and

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

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.

tg April 23, 2025 3:57 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.
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	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: APRIL 16, 2025

/s/ Paula Geletei, City Clerk