

RESOLUTION NO. 152 of 2013

RESOLUTION AUTHORIZING EXECUTION OF  
REVOCABLE LICENSE AGREEMENT  
ALLOWING ATLANTIC CITY ELECTRIC TO GATE  
A PORTION OF THE PUBLIC RIGHT OF WAYS OF  
FREDERICKSBURG AND WELLINGTON  
AVENUES

**WHEREAS**, Atlantic City Electric Company (hereinafter "Electric Company") is the owner of certain real property located at Fredericksburg Avenue, Margate City, New Jersey, and being designated as Lot 20 in Block 701 on the Tax Map of the City of Margate City and has requested the City to enter into a Revocable License Agreement with the City so as to allow the gating and usage of a portion of the public rights of way commonly known as Fredericksburg and Wellington Avenues and as more fully indicated on the plan referred to as the Preliminary and Final Site Plan Application for Marven Substation Improvements, prepared by Paulus, Sokolowski & Sartor, LLC, dated April 9, 2013; and

**WHEREAS**, the Board of Commissioners has determined that the area requested to be licensed is not required for public use; and

**WHEREAS**, the Board of Commissioners has determined that a Revocable License Agreement would not be detrimental to surrounding properties;

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COMMISSIONERS OF THE CITY OF MARGATE CITY, ATLANTIC COUNTY, NEW JERSEY, does hereby direct the Mayor and City Clerk to execute a Revocable License Agreement with Atlantic City Electric Company, so as to allow the gating of a portion of the public rights of way commonly known as Fredericksburg and Wellington Avenues and being in proximity of the Atlantic City Electric Sub Station referred to as the Marven Substation and being more fully indicated on pages C-01 and C-08 of the site plan prepared by Paulus, Sokolowski & Sartor, LLC dated April 9, 2013, copies of which are attached hereto as "Schedule A"

DATE: July 18, 2013

I, **Thomas Hiltner, City Clerk** of the **CITY OF MARGATE CITY**, do hereby certify that the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on July 18, 2013 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

\_\_\_\_\_  
Thomas D. Hiltner, RMC, City Clerk

Prepared By:

---

JOHN SCOTT ABBOTT  
Margate City Solicitor

**REVOCABLE LICENSE AGREEMENT**  
**Authorized by Resolution No. \_\_\_\_\_ of 2013**  
**City of Margate City to Atlantic City Electric Company**  
**Subject Property: Block 701, Lot 20, City of Margate**

**BACKGROUND**

ATLANTIC CITY ELECTRIC COMPANY (hereinafter sometimes referred to as “Licensee”) is the owner of Block 701, Lot 20, in the City of Margate. The City of Margate (hereinafter referred to as “City” or “Licensor”) is the owner of apportion of the public right-of-way commonly known as Fredericksburg Avenue and the public right-of-way commonly known as Wellington Avenue, each being 50 feet in width (hereinafter referred to as “right-of-ways”).

Licensee obtained preliminary and final site plan approval from the City of Margate Planning Board/Zoning Board of Adjustment to improve its electrical substation located on Block 701, Lot 20.

As a condition of approval and at the direction of the City of Margate, Licensee is to erect manual swing gates within the right-of-way contiguous to Block 701, Lot 20 for the purposes of limiting access to the substation.

Licensee desires to legitimize said use by agreement with the City of Margate.

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The City of Margate hereby grants to the Licensee a Revocable License to allow and maintain manual swing gates within the right-of-way (two manual swing gates within Fredericksburg Avenue and one manual swing gate within Wellington Avenue) in an area being more fully indicated on Pages C-01 and C-08 of the site plan prepared by Paulus, Sokolowski & Sartor, LLC dated April 9, 2013, a copy of which is attached hereto as "Schedule A".

2. An interlocking chain will be installed with two independent locks, one on each end. Licenser and Licensee shall each have their own locks and keys.

3. The license hereby granted is revocable as hereinafter provided.

4. The Licensee may maintain manual swing gates in the Licensed Area. No other type of construction or improvement may be placed in said area.

5. In the event the City of Margate City desires to utilize the area which is the subject of this license or to use the Licensed Area for any public purpose, the City may give thirty (30) days notice to the Licensee of such intention whereby the gates shall be removed by the Licensee at its sole cost and expense. If not so removed, the City of Margate City may remove same and charge the cost thereof to the Licensee. If said costs are not paid within thirty (30) days, then the same may be collected in the same force and manner as collection of real estate taxes and/or municipal liens.

6. The Revocable License granted hereby shall be binding upon the Licensee, its successors and assigns, shall run with the land and shall not be deemed as personal to the Licensee alone.

7. During the term of this License Agreement, Licensee shall maintain general liability insurance to cover the Licensed Area with minimum limits of One Million Dollars (\$1,000,000.00) and name the City of Margate City as an additional insured, insuring the City

against any and all liability for claims arising out of or resulting from any accident or injury in or about the Licensed Area. A policy of insurance shall be with a company authorized to do business in the State of New Jersey. Licensee shall have a continuing obligation to provide proof to the City of insurance coverage. Licensee shall furnish such proof within thirty (30) days demand by the City. Failure by Licensee to provide such proof deemed adequate at the sole discretion of the City and within the said thirty (30) days of said request, shall entitle the City to elect or revoke this License.

8. Licensee agrees to hold the City of Margate City harmless and indemnify the City against any and all claims for damages, costs and expenses to persons or property that may arise out of the occasion by the use, occupancy and/or maintenance of the Licensed Area or from any act by any representative, agent, customer or employee of the Licensee. This paragraph shall serve as a full and total indemnification against any kind or character of claim whatsoever that may be asserted against the City by reason of having granted this License.

9. This License Agreement shall be binding upon the parties to this Agreement and their successors and assigns in right, title and interest.

10. This License Agreement shall be recorded by the Licensee in the Atlantic County Clerk's Office and a copy of the recorded License shall be provided to the City.

11. This License Agreement is effective as of the date of full execution and delivery of the Revocable License Agreement.

IN WITNESS WHEREOF, the parties have executed this Revocable License Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF MARGATE

BY: \_\_\_\_\_  
Michael Becker, Mayor

Attest:

\_\_\_\_\_  
Rose Freed, Deputy City Clerk

ATLANTIC CITY ELECTRIC COMPANY

BY: \_\_\_\_\_

Attest:

STATE OF NEW JERSEY:

SS:

COUNTY OF ATLANTIC:

BE IT REMEMBERED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a notary public, personally appeared \_\_\_\_\_, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Deputy City Clerk of the City of Margate City, a municipal corporation of the State of New Jersey named in the within instrument, that Michael Becker, is the Mayor of said City; that execution as well as the making of this instrument has been duly authorized by the governing body of the City; that deponent well known the municipal seal of the City and that the seal affixed to said instrument is the proper municipal seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for the voluntary act and deed of the municipality, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

\_\_\_\_\_  
Notary Public of New Jersey

STATE OF NEW JERSEY:

SS:

COUNTY OF ATLANTIC:

BE IT REMEMBERED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
\_\_\_\_\_ personally came before me and this person acknowledged under  
oath, to my satisfaction, that:

- (a) this person is the \_\_\_\_\_ of Atlantic City Electric Company,  
the corporation named in this instrument;
- (b) this person is the attesting witness to the signing of this instrument by the proper  
corporate officer who is \_\_\_\_\_ the \_\_\_\_\_  
of the corporation;
- (c) this instrument was signed and delivered by the corporation as its voluntary act  
duly authorized by a proper resolution of its Sole Director;
- (d) this person knows the proper seal of the corporation which was affixed to this  
instrument;
- (e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
Notary Public of New Jersey