

RESOLUTION NO. 171 of 2013

**RESOLUTION AUTHORIZING EXECUTION OF A
REVOCABLE LICENSE AGREEMENT
7 SOUTH ESSEX AVENUE,
BLOCK 105, LOTS 15 AND 17
CITY OF MARGATE**

WHEREAS, F.C.F. Associates (hereinafter “Licensee”) is the owner of certain real property located at 7 South Essex Avenue, Margate City, New Jersey, designated on the Tax Map of the City of Margate as Lots 15 and 17 in Block 105 which is used as Colmar True Value Hardware Store and Kitchen and Bath Design Center; and

WHEREAS, Licensee has requested a License so as to utilize a portion of the Essex Avenue right-of-way for a sign identifying the current use as Colmar True Value, same being a hardware store and including a kitchen and bath design center; and

WHEREAS, the Governing Body of the City of Margate City has determined that a Revocable License Agreement for a portion of the Essex Avenue right-of-way would not be detrimental to the surrounding properties; and

WHEREAS, the Board of Commissioners has determined that the requested 2 feet by 16 feet portion of the Essex Avenue right-of-way located adjacent to Licensee’s property is not required for public use and is appropriate to grant to F.C. F. Associates.

NOW, THEREFORE, BE IT RESOLVED the BOARD OF COMMISSIONERS OF THE CITY OF MARGATE CITY, ATLANTIC COUNTY, NEW JERSEY, does hereby approve the issuance of a Revocable License and directs the Mayor or Mayor’s designee and City Clerk to execute the Revocable License Agreement so as to permit signage to be located in a 2 feet by 16 feet area shown on a Plan for Public License dated 8/29/13 and for which a metes and bounds description has been prepared for a portion of the Essex Avenue right-of-way immediately adjacent to 7 South Essex Avenue, Block 107, Lots 15 and 17 of the City of Margate, County of Atlantic and State of New Jersey.

DATE: September 4, 2013

I, **THOMAS HILTNER, City Clerk** of the **CITY OF MARGATE CITY, Atlantic County**, do hereby certify that the foregoing Resolution 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 9/4/13 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

THOMAS HILTNER, RMC, CITY CLERK

Prepared by:

JOHN SCOTT ABBOTT,
Margate City Solicitor

REVOCABLE LICENSE AGREEMENT

AUTHORIZED BY RESOLUTION NO. 171 of 2013
CITY OF MARGATE CITY TO F.C.F. ASSOCIATES, A NEW JERSEY PARTNERSHIP
SUBJECT PROPERTY: 7 SOUTH ESSEX AVENUE
BLOCK 105, LOTS 15 and 17, CITY OF MARGATE

BACKGROUND

F.C.F. Associates (hereinafter sometimes referred to as a Licensee) is the owner of 7 South Essex Avenue, Block 105, Lots 15 and 17, in the City of Margate City on which is located the Colmar True Value Hardware store and Kitchen and Bath Design Center.

Licensee currently utilizes a portion of the Essex Avenue right-of-way pursuant to an easement granted by the City of Margate City to F.C.F. Associates, a New Jersey partnership recorded with the Atlantic County Clerk on November 19, 1999 at Deed Book 6588, Page 089, et seq. Licensee now desires, in addition to the aforesaid easement, to utilize a portion of the Essex Avenue right-of-way for a sign identifying the current use as Colmar True Value Hardware Store and Kitchen and Bath Design Center.

Licensee has submitted a Plan for Public License prepared by Arthur W. Ponzio & Co. Associates dated 8/29/13 together with a metes and bounds description delineating a 2 feet by 16 feet license area containing a total of 32 square feet.

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 City hereby grants to the Licensee a Revocable License to allow and maintain an identification sign utilizing a portion of the Essex Avenue right-of way and being contiguous to Licensee's property located at 7 South Essex Avenue, Block 105, Lots 15 and 17 in the City of Margate City. The licensed area is approximately 2 feet by 16 feet containing a total area of 32 square feet, more or less, said area being more fully indicated on a Plan for Public License and metes and bounds description prepared by Arthur W. Ponzio Co. & Associates attached hereto as Schedule "A".

2. The License hereby granted is revocable as hereinafter provided.

3. The Licensee may maintain an illuminated pole sign and landscaping in the licensed area.

4. 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 illuminated pole sign and landscaping area shall be removed by the Licensee at their 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.

5. The Revocable License granted hereby shall be binding upon the Licensee, their heirs, executors, administrators and assigns, shall run with the land and shall not be deemed as personal to the Licensee alone.

6. 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 additional insured, insuring the City against any and all liability or claims arising out of or resulting from any accident or injury in or about the Licensed Area. The 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 of demand by the City. Failure by Licensee to so 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 to revoke this License.

7. 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 or be occasioned 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.

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

9. This License 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.

10. 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.

F.C.F. ASSOCIATES, A NEW JERSEY PARTNERSHIP

_____(SEAL)

Attest:

CITY OF MARGATE CITY

ROSE FREED, DEPUTY CITY CLERK

By: _____
MICHAEL BECKER, MAYOR/
Or Designee

STATE OF NEW JERSEY:

SS.:

COUNTY OF ATLANTIC:

I CERTIFY that on _____, 2013, _____ OF F.C.F. ASSOCIATES, A NEW JERSEY PARTNERSHIP, personally came before me and acknowledged under oath, to my satisfaction, that they are named in and personally signed this document; they executed this document as their own act; and they made this document for \$1.00 as the full and actual consideration paid or to be paid for the Revocable License.

Notary Public of New Jersey

STATE OF NEW JERSEY)
) SS:
COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me, the subscriber, a Notary Public, personally appeared MICHAEL BECKER who I am satisfied is the person who signed the within instrument as MAYOR OF THE CITY OF MARGATE CITY, a municipal corporation who acknowledged that he signed, sealed and delivered as the voluntary act and deed of the City of Margate City.

Rose Freed, Deputy City Clerk
City of Margate