

RESOLUTION NO. 150 of 2014

RESOLUTION AUTHORIZING EXECUTION OF REVOCABLE LICENSE AGREEMENT – 7 SOUTH FRONTENAC AVENUE, BLOCK 107, LOT 29

WHEREAS, Margate Property Management, LLC, owner of property located at 7 South Frontenac Avenue, Block 107, Lot 29, in the City of Margate City has requested the City to enter into a Revocable License Agreement with it so as to legitimize the removal of 3 feet of concrete and the placement of landscaping and the installation of window boxes under the front windows located in front of the subject building which concrete, landscaping and window boxes encroach into the Frontenac Avenue Right-of-Way all as more fully indicated on a Landscape Plan signed by Planning Board Officials dated 4/24/2014, an undated drawing of the landscaping and flower boxes and a Land Title Survey prepared by Robert J. Catalano & Assoc., P.A. dated 9/18/2010 on which the proposed improvements are indicated by hand drawing; and

WHEREAS, Margate Property Management, LLC previously received a Revocable Licenser from the City of Margate authorized by Resolution 150-2011 recorded with the Atlantic County Clerk's Office in Book 13412 as Instrument No. 2012020904 on April 3, 2012 which License shall remain in full force and effect and shall be supplemented by the Licensed authorized herein; and

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 so as to legitimize the removal of 3 feet of concrete, and the placement of landscaping and the installation of window boxes in the front of the building which constitute an encroachment into the Frontenac Avenue Right-of-Way with Margate Property Management, LLC, which property is identified as 7 South Frontenac Avenue, Block 107, Lot 29, City of Margate City, County of Atlantic and State of New Jersey.

DATE: July 3, 2014

I, **THOMAS HILTNER**, City Clerk of the **CITY OF MARGATE CITY**, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the **Margate City Board of Commissioners** held this 3rd day of July 2014 and said Resolution was adopted by not less than a two-thirds vote of the members of the Commission.

THOMAS HILTNER, CITY CLERK

Prepared By:

JOHN SCOTT ABBOTT,
Margate City Solicitor

**REVOCABLE LICENSE AGREEMENT
AUTHORIZED BY RESOLUTION NO. 150 of 2014
CITY OF MARGATE CITY TO MARGATE PROPERTY MANAGEMENT, LLC
SUBJECT PROPERTY: 7 SOUTH FRONTENAC AVENUE
BLOCK 107, LOT 29, CITY OF MARGATE**

BACKGROUND

Margate Property Management, LLC (hereinafter sometimes referred to as “Licensee”) is the owner of 7 South Frontenac Avenue, Block 107, Lot 29, in the City of Margate City. The City of Margate City (hereinafter referred to as “City” or “Licensor”) is the owner of a portion of the public right-of-way commonly known as Frontenac Avenue (hereinafter referred to as “right-of-ways”).

Licensee obtained a Revocable License Agreement from the City of Margate City by Resolution 150-2011 dated September 28, 2011, which Revocable License Agreement, not inconsistent with the License agreement herein, shall remain in full force and effect and supplemented.

NOW, THEREFORE, 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 legitimize the removal of 3 feet of concrete and the placement of landscaping and the installation of window boxes under the front windows located in front of the subject building which

concrete, landscaping and window boxes encroach into the Frontenac Avenue Right-of-Way, all as more fully indicated on a Landscape Plan signed by Planning Board Officials dated 4/24/2014, an undated drawing of the landscaping and flower boxes and a Land Title Survey prepared by Robert J. Catalano & Assoc., P.A. dated 9/18/2010 on which the proposed improvements are indicated by hand drawing, all of which are attached hereto and made a part hereof.

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

3. The Licensee may only maintain the 3 foot encroachment of the landscaping and flower boxes along Frontenac Avenue in the Licensed Area, in addition to the encroachments authorized by the 2011 License granted to Licensee. No other type of construction or improvement may be placed in said area.

4. This Revocable License shall terminate and be of no force or effect and the Licensed Area shall revert back to the City at such time as the proposed encroachments are removed and/or the existing subject building no longer exists.

5. In the event the City of Margate City desires to utilize the Frontenac Avenue right-of-way 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 landscaping and window boxes along Frontenac Avenue shall be removed by the Licensee at their sole cost and expense. If not so removed, the 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 liens.

6. The Revocable License granted hereby shall be binding upon the Licensee, its heirs, executors, administrators 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 _____, 2014.

CITY OF MARGATE CITY

BY: _____
Michael Becker, Mayor

Attest:

Thomas D. Hiltner, City Clerk

STATE OF NEW JERSEY:

SS:

COUNTY OF ATLANTIC:

BE IT REMEMBERED, on this _____ day of _____, 2014, before me, the subscriber, a notary public, personally appeared Thomas D. Hiltner, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the 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

Margate Property Management, LLC

BY: _____
David Tropp, Managing Member

STATE OF NEW JERSEY:

SS:

COUNTY OF ATLANTIC:

BE IT REMEMBERED, on this _____ day of _____, 2014,
before me, the subscriber, a Notary Public, personally appeared David Tropp who I am satisfied
is the person who signed the within instrument as Managing Member of Margate Property
Management, LLC, the Limited Liability Company named in this instrument and he thereupon
acknowledged that the said instrument made by the Company and sealed by the Company seal,
was signed and delivered by him as such Managing Member and is the voluntary act of the
limited liability company.

Notary Public of New Jersey