

CITY OF BRIGANTINE

RESOLUTION 2024- 50

RESOLUTION GRANTING A REVOCABLE LICENSE AT 3305 WEST BRIGANTINE AVENUE CONDOMINIUM ASSOCIATION, INC TO EXTEND THE USE OF THE RIGHT OF WAY FOR A CANOPY, SUPPORTS AND OFF-SITE SIGNAGE

WHEREAS, the City owns the 33rd Street South right-of-way located adjacent to the 3305 West Brigantine Avenue Condominium and the Licensee, 3305 West Brigantine Avenue Condominium Association, Inc. owns certain real property directly adjacent to the City property; and

WHEREAS, the Licensee desires permission from the City to use the City Property to place a canopy, supports and off-site signage under conditions that will be detailed in a Revocable Licensing Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that:

- 1) The City grants a revocable license to the 3305 West Brigantine Avenue Condominium Association, Inc. for the purpose of occupying the right of way to place a canopy, supports and off-site signage.
2) The Mayor, City Manager, and City Clerk are authorized to execute any and all documents in furtherance of this Resolution upon review and approval of such documents by the City Solicitor's Office.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 6th day of March, 2024.

City of Brigantine

Lynn Sweeney, RMC
City Clerk

RECORD VOTE OF COUNCIL ON FINAL PASSAGE
COUNCIL MEMBERS Y N NV AB
SERA
RIORDAN
KANE
BEW
LETTIERI
HANEY
DeLUCRY
X-INDICATES VOTE NV=NOT VOTING AB=ABSENT

## REVOCABLE LICENSE AGREEMENT

**THIS AGREEMENT** is made and entered into as of the date set forth below by and between the **City of Brigantine** (the “City”), having an address at 1417 W. Brigantine Avenue, Brigantine, NJ 08203 and the **3305 West Brigantine Avenue Condominium Association, Inc.** (the “Licensee”), having an address in c/o 243 Sea Pine Drive, Egg Harbor Township, New Jersey.

**WHEREAS**, the City is a municipal corporation of the State of New Jersey, owning and controlling certain real property within its territorial limits, including that certain portion of the West Brigantine Avenue right-of-way located adjacent to the 3305 West Brigantine Avenue Condominium (the “City Property”) which is approximately \_\_\_\_\_ x \_\_\_\_\_ and is graphically depicted on the Parcel Map attached hereto as Exhibit “A”; and

**WHEREAS**, the Licensee owns certain real property directly adjacent to the City Property including certain business and residential improvements located thereupon; and

**WHEREAS**, the Licensee desires permission from the City to use the City Property for the location of an overhead canopy, supports and off-site signage on the fascia of the canopy under the terms and conditions set forth below; and

**WHEREAS**, the City desires to grant a Revocable License to the Licensee for the location of an overhead canopy, supports and off-site signage on the fascia of the canopy upon the City Property.

**NOW, THEREFORE**, in order to carry out the intent as expressed above, and in consideration of the payment of One Dollar (\$1.00) and the mutual covenants contained herein, the City and Licensee hereby agree and covenant as follows:

1. A Revocable License to use the City Property for the location of an overhead canopy, supports and off-site signage on the fascia of the canopy is hereby granted to Licensee.
2. The Licensee’s use of the City Property is limited to the location of an overhead canopy, supports and off-site signage on the fascia of the canopy for the residential and commercial uses within the 3305 West Brigantine Avenue Condominium property.

3. The Revocable License shall terminate and be of no effect and the City Property shall revert back to the City upon the occurrence of any of the following: (i) the Licensee ceases to use the City Property for the location of an overhead canopy, supports and off-site signage on the facade of the canopy; (ii) the Licensee fails to properly maintain the City Property in the reasonable judgment of the City; (iii) the Licensee ceases to use his adjacent property for residential and commercial purposes; (iv) the Licensee changes the current configuration of his adjacent property; (v) the Licensee fails to comply with the applicable 2024 Resolution of the Brigantine Planning Board dealing with the Licensee's land use approvals related to certain improvements to be constructed and related to Ernest & Son Meat Market and The Jersey Cow Ice Creamery.

4. This Agreement shall be binding upon and shall inure to the benefit of Licensee and the City of Brigantine, and all of their successors in right, title and interest so long as the Licensee's property continues to be used for commercial and residential purposes in its current configuration.

5. The Licensed Area shall at all time be maintained by the Licensee at the Licensee's sole cost and expense.

6. During the term of this License Agreement, Licensee shall maintain general liability insurance to cover the City Property with minimum limits of One Million Dollars (\$1,000,000.00) and name the 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 City Property. 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.

7. Licensee agrees to hold the City harmless and indemnify the City against any and all claims for damages, costs or expenses to persons or property that may arise out of or be occasioned by the use, occupancy and/or maintenance of the City Property 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first below written.

ATTEST:

CITY OF BRIGANTINE

Lynn Sweeney RMC  
Lynn Sweeney, City Clerk

By: Vincent Sera  
Vincent Sera, Mayor

3305 WEST BRIGANTINE AVENUE  
CONDOMINIUM ASSOCIATION, INC.

Date: March 6, 2024

By: Brian Cortellessa  
Brian Cortellessa, President

STATE OF NEW JERSEY )

) SS:

COUNTY OF ATLANTIC )

**BE IT REMEMBERED**, that on this 6 day of March, 2024, before me, the subscriber, a Notary Public, personally appeared Brian Cortellessa, who I am satisfied is the person who signed the within instrument as President of **3305 West Brigantine Avenue Condominium Association, Inc.**, the corporation named therein and he/she thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act of the corporation, made by virtue of authority from its Board of Directors.

Ann Adams  
NOTARY PUBLIC

STATE OF NEW JERSEY )

) SS:

COUNTY OF ATLANTIC )

ANN ADAMS  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2453135  
My Commission Expires 7/22/2025

**BE IT REMEMBERED**, that on this 6 day of March, 2024, before me, the subscriber, a Notary Public, personally appeared Vincent Sera who I am satisfied is the person who signed the within instrument as Mayor of **the City of Brigantine**, a municipal corporation who acknowledged that he signed, sealed and delivered as his voluntary act and deed and deed of the City of Brigantine.

Ann Adams  
NOTARY PUBLIC

ANN ADAMS  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2453135  
My Commission Expires 7/22/2025