

9518
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REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth below by and between the City of Atlantic City (the "City"), having an address at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 and Celebrity Corners, Inc. (the "Licensee"), having an address at 3101 Boardwalk R-18, Atlantic City, New Jersey 08401.

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 public right-of-way located at the street end of Montpelier Avenue adjacent to the Boardwalk and the associated Boardwalk ramps (the "City Property"), and

WHEREAS, the Licensee is the owner and operator of a restaurant and bar located at 3119 Boardwalk #18, Atlantic City, NJ 08401 adjacent to the Boardwalk on the corner of Montpelier Avenue and the Boardwalk (the "Business Premises"); and

WHEREAS, the Licensee currently also occupies an area licensed to it by the City adjacent to the Boardwalk on Montpelier Avenue for a deck used for outdoor dining; and

WHEREAS, the Licensee is seeking to expand the existing deck area located in the street-end of Montpelier Avenue so as to connect its restaurant and bar with the existing license area; and

WHEREAS, more specifically, Licensee desires to convert and utilize one (1) of two (2) ramps to the Boardwalk at Montpelier Avenue and part of the Montpelier Avenue street end; and

WHEREAS, the Licensee desires permission from the City to maintain exterior improvements in the way of outdoor seating and general restaurant space as well as decorative treatment and planters ("improvements") as shown on the attached design layout prepared by Thomas A. Dase, on a portion of the City Property as shown on said plan which is approximately ___ feet by ___ feet (the "Expanded License Area") under the terms and conditions set forth herein below; and

WHEREAS, the Expanded Licensed Area was a street end at grade level and the Licensee proposes to deck the Expanded Licensed Area at Boardwalk level at the licensees sole cost and expense to the specifications necessary to construct the aforesaid improvements in the area.

WHEREAS, the City desires to extend the prior license agreement granted under Resolution No. ___ of 20__ and to transfer the grant of the License to the new Licensee Celebrity Corners, Inc. for the construction and maintenance of the decking and improvements upon the Expanded License Area.

NOW, THEREFORE, in order to carry out the intent as expressed above, and in consideration of the payment of Four Thousand Eight Hundred Dollars (\$4,800.00) per year, payable beginning on the date of construction completion and every anniversary thereof, the decking of the Expanded Licensed Area which decking will become property of the City upon the termination of this License agreement, and the mutual covenants herein contained, the City and the Licensee hereby agree and covenant as follows:

PURPOSE: A revocable License to maintain the decking and improvements upon the Expanded Licensed Area is hereby granted to the Licensee.

PERMITTED STRUCTURE: The decking and improvements permitted to be maintained upon the Expanded Licensed Area shall be constructed in accordance with the design submitted to the Planning Department, or any amendments or supplements thereto required or approved by the City Planning Department or other appropriate departments or boards of the City. Said attachments and any required or approved amendment(s) are hereby made a part of this agreement as if fully set forth herein. In any event, any structure or improvement to be erected upon the Expanded License Area

9578
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REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth below by and between the City of Atlantic City (the "City"), having an address at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 and Celebrity Corners, Inc. (the "Licensee"), having an address at 3101 Boardwalk R-18, Atlantic City, New Jersey 08401.

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must be approved by the City Planning Department and such other agencies as indicated herein or as may be appropriate.

SPECIFIC CONDITIONS OF USE: The within License is expressly subject to the following conditions: Review and approval of the proposed decking and improvement by: the Atlantic City Land Use office; the Atlantic City Engineer's Office; the Atlantic City Fire Department; CAFRA, if required. The Licensee's use of the above described Expanded Licensed Area is limited to the construction of the decking and improvements. Once constructed, the Licensee is responsible for the maintenance and security of all improvements in the Expanded License Area and any equipment, tables and chairs thereon; the equipment, tables and chairs may remain in the Expanded License Area at all times during the term of the License Agreement except that, in the event of emergency, the Chief of Police or Emergency Manager may require the removal of any movable or non-permanent items; This revocable License shall terminate and be of no effect and the Expanded License Area shall revert back to the City upon the occurrence of any of the following: (i) the Licensee or its successors shall fail to construct the decking and improvements as described above within one year from the effective date of this license; or (ii) the Licensee or its successors cease to properly maintain the decking and improvements in the reasonable judgment of the City and fail to cure any such maintenance issues including but not limited to maintaining proper levels of insurance as required herein, within thirty days of notice thereof; (iii) should this license agreement be in contravention or in violation of any State law, regulations or local ordinance then this license agreement will be of no effect and shall be deemed void as a matter of law. In such event, within sixty (60) days written notice from the City to the Licensee, the improvements and, if the City desires, the decking, shall be removed by the Licensee or its successors, at its own expense, or thereafter the City, at the City's discretion, may remove the improvements and/or decking. The City, its agents, servants, and employees shall bear no responsibility or liability for damage caused to the improvements or decking by such removal, and the City shall receive the reasonable cost for such removal from the Licensee or its successors. No signs, banners, logos, emblems, advertisements or the like, not specifically approved by the Atlantic City Planning and Development Department or the appropriate City land use board, shall be placed upon the improvements or within the Expanded License Area. Under no circumstances shall the improvements exceed the perimeter of the Expanded License Area nor shall the improvements be expanded or embellished without the express permission of the City Department of Planning. The Licensee may, with the approval of the City Department of Planning, reduce the size of the improvements from that which is described in plans and specifications referred to herein, so long as the design of the reduced structure is consistent with such plans and specifications. Such reduction in size shall not affect any other terms, conditions or requirements of this Agreement. In no event shall a structure be erected upon the Expanded License Area which is different in design from that which is described in plans and specifications referred to herein, without the approval of the Department of Planning. The decking and improvements shall at all times be maintained by the Licensee at the Licensee's sole cost and expense. Unless terminated by the City in accordance with this Paragraph 3 or revoked by the City in accordance with Paragraph 5, this Agreement may continue in effect for a term of fifteen (15) years from the date of execution of this Agreement;

Upon the termination of this Agreement, the Licensee agrees that the City may, in the City's sole discretion, elect to retain the decking constructed by the Licensee and the Licensee shall have no claim for any reimbursement therefore;

GOVERNMENTAL APPROVALS: All appropriate local, state and federal approvals or permits shall be obtained by Licensee or its agents, prior to constructing the improvements.

REVOCAION: Paragraph 3.b. hereinabove notwithstanding, the City retains the right, at any time after the tenth anniversary of the effective date of this renewed License Agreement, upon sixty (60) days notice from the City to the Licensee, to revoke this License, in part or in its entirety, and to require that the improvements or any structure existing at the time of such notice, be removed from the City's right of way described hereinabove. If, at the expiration of the said sixty (60) day notice period, the Licensee fails to remove such structure the City is hereby authorized to remove the improvements itself and to receive reimbursement from the Licensee or its successor, for the reasonable costs of such removal. Should the City remove the improvements pursuant to the terms of this paragraph, the Licensee, on behalf of itself and its successors and assigns, agrees that the City and

its agents and employees shall bear no responsibility or liability for damage caused to the improvements or adjoining structures, during such removal process.

INSURANCE: 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 Expanded License Area, and 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 Expanded License Area, or for injuries to any person or persons. The said insurance shall be for limits of no less than the current limits on Licensee's existing general liability policy for injuries to persons, and for loss or damage to property of one person or persons and shall, in no event, be less than \$1,000,000 per occurrence or \$3,000,000 in the aggregate. The policy or policies of insurance shall be of a company or companies authorized to do business in New Jersey. Should the said policy be renewable on an annual, semiannual or other basis, the Licensee shall have a continuing obligation to provide proof to the City of such insurance coverage.

SUBJECT TO LAW: The Licensee and this License Agreement are 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 or which may be hereafter passed and adopted.

INDEMNIFICATION: As a condition hereof, the Licensee and its successors and assigns agree and are 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 use, occupancy, and/or maintenance of the aforementioned Licensed Area or improvements or decking thereon, or from any act or occasion by any representative, agent, customer or employee of the Licensee. It is the intention of this paragraph on the part of the Licensee and a condition of this License that 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 reasons of, or as a consequence of having granted this License.

BINDING EFFECT: This License Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to this Agreement.

RECORDATION: This License Agreement may not be recorded by the Licensee.

EFFECTIVE DATE: This License Agreement is effective as of the date of the Mayor's signature.

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

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei

Paula Geletei, RMC, CMC
City Clerk

Donald A. Guardian

Donald A. Guardian
Mayor

Date: August _____, 2017

CELEBRITY CORNERS, INC.

Paula Geuter

[Signature]
Name:
Title: owner

Date: August _____, 2017

Date: 9/5/17

[Signature]
Benjamin J. Kaufman, Acting Director
Planning & Development

The within Agreement is approved as to form and execution.

Date: 9-6-17 By: [Signature]
Asst. Solicitor

Resolution of the City of Atlantic City

No. 322

Approved as to Form and Legality on Basis of Facts Set Forth Factual contents certified to by

Assistant City Solicitor /s/Benjamin J Kaufman

Director's/ Planning & Development

Prepared by City Solicitor's Office

Council Members SHABAZZ & CHENG present the following Resolution:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH CELEBRITY CORNERS, INC.

WHEREAS, Celebrity Corners, Inc. ("Celebrity") is the owner and operator of a restaurant and bar located adjacent to the Boardwalk on the corner of Montpelier Avenue and the Boardwalk; and

WHEREAS, the City of Atlantic City ("City") owns the adjacent public right-of-way identified as Montpelier Avenue; and

WHEREAS, Celebrity currently also occupies an area licensed to it by the City adjacent to the Boardwalk on Montpelier Avenue for a deck for outdoor dining; and

WHEREAS, Celebrity is seeking to expand the existing deck area located in the street-end of Montpelier Avenue so as to connect its restaurant and bar with the existing license area; and

WHEREAS, Celebrity is proposing to convert and utilize one (1) of two (2) ramps to the Boardwalk at Montpelier Avenue and part of the Montpelier Avenue street end for the expanded license area; and

WHEREAS, Celebrity has requested that the City grant a fifteen (15) year license to permit the conversion and utilization of one (1) ramp to the Boardwalk at Montpelier Avenue and part of the Montpelier Avenue street end to be used for outdoor dining for the adjacent restaurant and bar owned and operated by Celebrity; and

WHEREAS, Celebrity will bear the full cost of the improvements which are estimated to exceed \$100,000.00; and

WHEREAS, the expanded license area will be open to the public; and

WHEREAS, the project is consistent with the tourism district legislation to diversify the City's economy and to promote new amenities in the City; and

WHEREAS, Celebrity agrees to pay a sum of FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00) per year for fifteen years beginning in the year 2018 for the entire licensed area; and

WHEREAS, City Council finds and declares that the public interest of the City will not be harmed by the granting a license for the creation of an outdoor dining area on a portion of the public right-of-way.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Atlantic City, that for the consideration set forth above, the Mayor is hereby authorized to execute, and the City Clerk to attest to, a LICENSE to authorize Celebrity to encroach upon the City's right-of-way consistent with this Resolution.

BE IT FURTHER RESOLVED, that Celebrity shall enter into a fifteen (15) year License Agreement subject to the following terms and conditions:

1. The form and language of the proposed License Agreement will be subject to the review and approval by the City Solicitor.
2. The proposed License Agreement shall contain a provision by which the proposed licensee and its successors 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 said encroachments upon the City's right-of-way.
3. The License Agreement shall be binding upon the heirs, assigns and/or successors in right, title or interest of the parties to the said agreement.

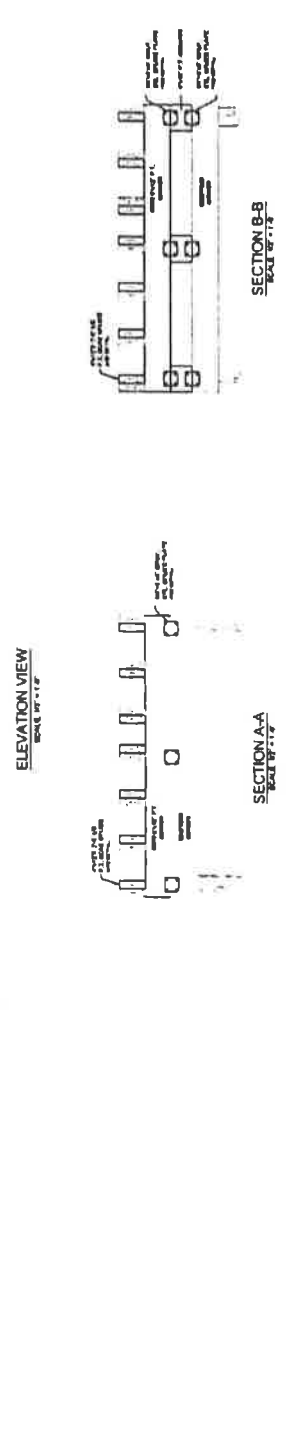
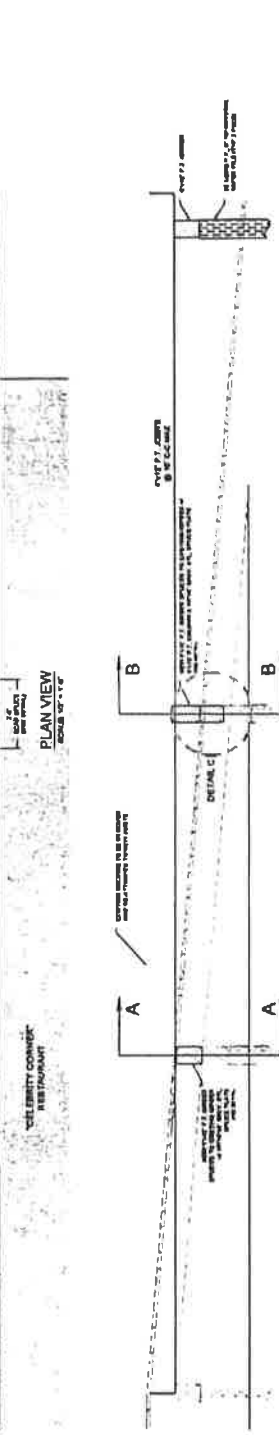
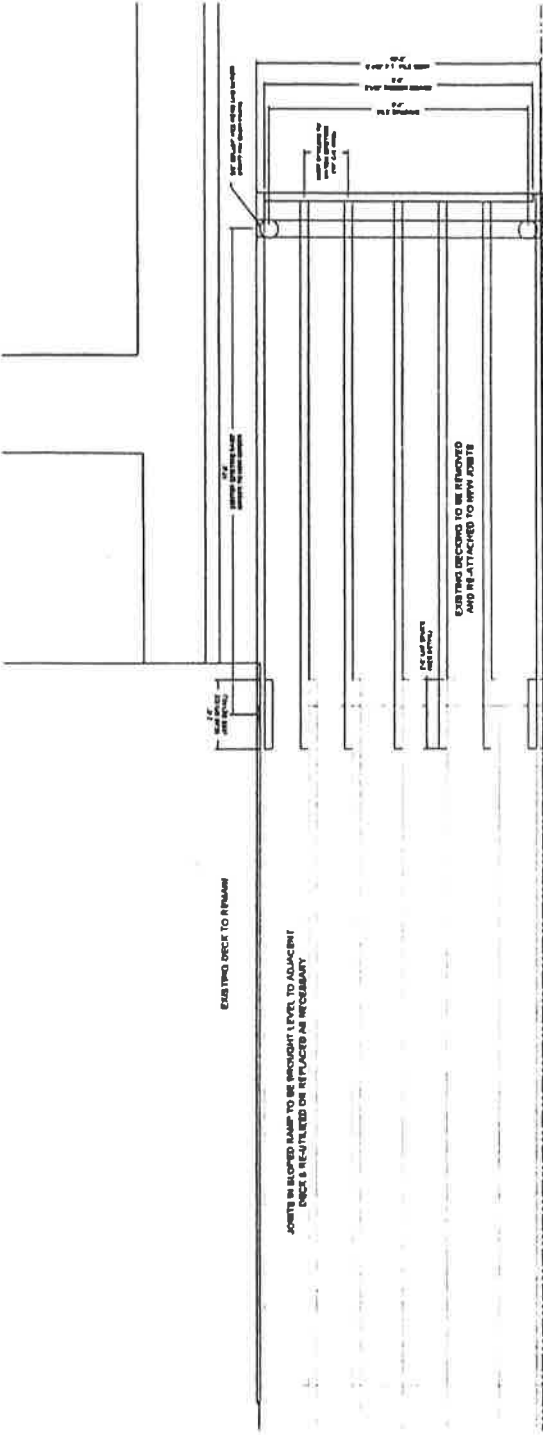
POSTPONED 5-17-2017
SH August 16, 2017 11:58 AM

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.
CHENG	X						MARSH	X					X
DELGADO	X						RANDOLPH	X				X	
GILLIAM	X						SHABAZZ	X					
KURTZ				X			TIBBITT	X					
								SMALL, 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: MAY 31, 2017

/s/ Paula Geletei, City Clerk



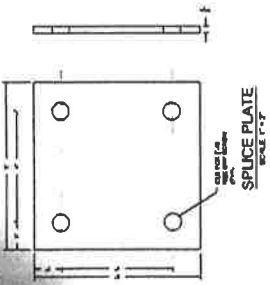
AWP
ARTHUR W. PONZIO CO. & ASSOCIATES, INC.
ARCHITECTS, PLANNERS, ENGINEERS
200 WEST JEROME AVENUE, ATLANTIC CITY, N.J. 08401
NEW JERSEY LICENSE NO. 12-000000000000

THOMAS A. DASE
PROFESSIONAL PLANNER, P.L.L.C.
PROFESSIONAL ENGINEER, LICENSE NO. 31-000000000000

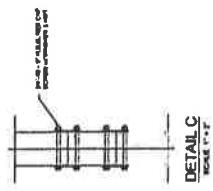
ARTHUR W. PONZIO, JR.
PROFESSIONAL PLANNER, P.L.L.C.
PROFESSIONAL ENGINEER, LICENSE NO. 12-000000000000

PLAN & ELEVATION VIEWS
BLOCK 28 LOT 1
ATLANTIC CITY ATLANTIC COUNTY NEW JERSEY
SCALE AS NOTED
DATE: 07/19/77
PROJECT NO. 331180

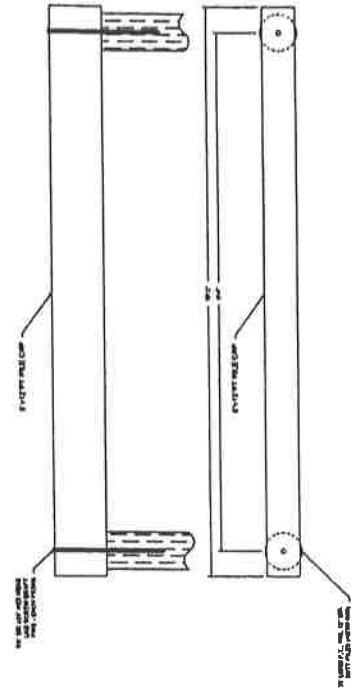
C-2
- 3 -



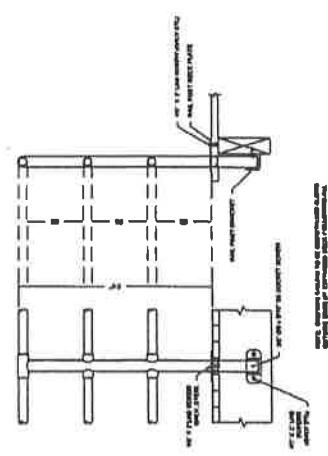
SPUCE PLATE
SCALE 1'-0"



DETAIL C
SCALE 1'-0"



TYPICAL PILE & CAP
SCALE 1'-0"



RAILING INSTALLATION DETAIL
SCALE 1'-0"

NOTED: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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NO.	DATE	BY	CHKD.	DESCRIPTION

AWP
ARTHUR W. PONZIO & ASSOCIATES, INC.
 35 JAMES ST.
 ATLANTIC CITY, N.J. 08401
 TEL. 973-345-1111
 FAX 973-345-1112

THOMAS A. DASE
 35 JAMES ST.
 ATLANTIC CITY, N.J. 08401
 TEL. 973-345-1111
 FAX 973-345-1112
ARTHUR W. PONZIO, JR.
 35 JAMES ST.
 ATLANTIC CITY, N.J. 08401
 TEL. 973-345-1111
 FAX 973-345-1112

CONSTRUCTION DETAILS
 BLOCK 28
 ATLANTIC CITY ATLANTIC COUNTY NEW JERSEY
 LOT 1
 SCALE AS NOTED
 DATE 07/10/17
 PROJECT NO. 33198

C-3
 -1-1



CITY OF ATLANTIC CITY

CITY SOLICITOR'S OFFICE

**ANTHONY SWAN
CITY SOLICITOR**


CITY HALL - ROOM 406

1301 BACHARACH BOULEVARD
ATLANTIC CITY, N.J. 08401
TELEPHONE (609) 347-5540
TELECOPIER (609) 347-5210

MICHAEL J. PERUGINI, ESQ., LL.M.
DEPUTY CITY SOLICITOR
EILEEN LINDINGER, ESQ.
KARL TIMBERS, ESQ.
RACHELLE ARMBRUSTER, ESQ.

MEMORANDUM

TO: NICHOLAS TALVACCHIA, COOPER LEVENSON, P.A.

FROM: KARL TIMBERS, ASSISTANT CITY SOLICITOR 

DATE: JUNE 14, 2018

ISSUE: LICENSE AGREEMENT "ENTIRE AREA" CORRECTION/CLARIFICATION

This memo addresses the correction/clarification of the "entire area" as it concerns the license agreement executed on September 5, 2017 between the City and Celebrity Corner, Inc. As background:

May 31, 2017, Resolution #322 authorized a revocable license agreement with Celebrity Corner to expand the existing decking area adjacent to Montpelier Avenue on one of the two ramp areas for additional outdoor dining. This license was designed to extend prior license agreement(s) and transfer the grant from a former licensee to the new licensee (Celebrity Corner's Inc) for construction and maintenance of decking improvement to be described in an exhibit. The revocable license agreement (RLA) was executed September 5, 2017.

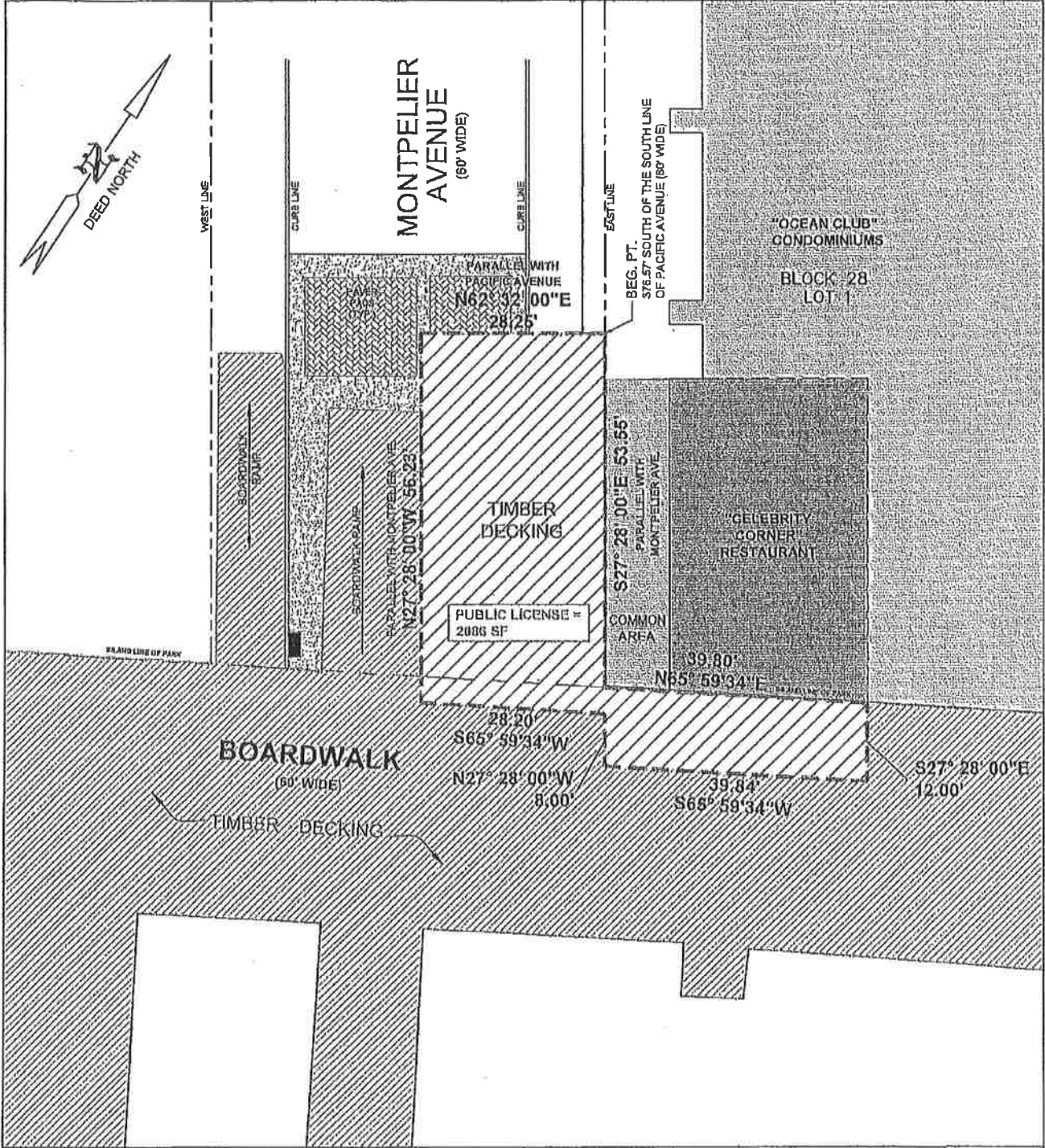
December of 2017, Celebrity Corner applied for an expansion of premises place-to-place transfer to include the Montpelier street end area and boardwalk ramp, citing the RLA executed September 5, 2017. The matter was presented to the Atlantic City ABC Board and voted on January 9, 2018, granting the extension of premises.

May 1, 2018, Robert Beckelman, attorney for the Ocean Club, informed the City that his client had not renewed a portion of the area that was subject to Celebrity Corner's place to place expansion of premises. During the May 29, 2018 Atlantic City ABC Board meeting, attended by Mr. Beckelman,

Nicholas Telvacchia (attorney for Celebrity Corner in Land Use matters), and Scott Silver (attorney for Celebrity Corner in ABC matters) it was determined that an updated area description would be submitted to the City.

Based on the above, the description of the "entire area" as it concerns the revocable license agreement (RLA) included as an exhibit in the RLA must be corrected/clarified.

This memo and a corrected/clarified description (attached) will be added to the revocable license agreement on file with the City Clerk



ARTHUR W. PONZIO, JR.
 PROFESSIONAL PLANNER N.J. NO. 33L100267600
 PROFESSIONAL SURVEYOR N.J. NO. 24GS02831400

DATE: 5/10/18
 SCALE: 1" = 20'

DRAWN BY: T DASE
 PROJECT NO.: 33190

EXPANDED LICENSE AREA
 CITY OF ATLANTIC CITY
 BLOCK 28 LOT 1
 ATLANTIC COUNTY, NEW JERSEY

ARTHUR W. PONZIO CO. & ASSOCIATES



SURVEYING-ENGINEERING-PLANNING
 400 NORTH DOVER AVENUE
 ATLANTIC CITY, NEW JERSEY 08401
 PHONE (609) 344-8194 FAX (609) 344-1594
 NEW JERSEY AUTH. NO.: 24GA28001300