

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter “AGREEMENT” OR “LICENSE AGREEMENT”), made this _____ day of _____, 2020, by and between the CITY OF LAMBERTVILLE, whose address is 18 York Street, Lambertville, New Jersey 08530 (hereinafter “CITY”), and RICHARD P. CUSHING and JOHANNA C. CUSHING, and their respective successors, legal representatives and assigns, whose address is 95 Clinton Street, Lambertville, New Jersey 08530 (hereinafter “CUSHING”).

WITNESSETH:

WHEREAS, CUSHING is the owner of 95 Clinton Street, improvements upon which encroach onto the CITY right-of-way along Perry Street in the City, as set forth on the Survey attached hereto as Exhibit A (the “LICENSED AREAS”); and

WHEREAS, CUSHING has an interest in managing and maintaining the LICENSED AREAS; and

WHEREAS, CUSHING has requested permission from the CITY to maintain and manage the LICENSED AREAS, all pursuant to the terms and conditions of this LICENSE AGREEMENT; and

WHEREAS, the CITY wishes to grant a license under the terms and conditions set forth herein with respect to and for the foregoing purposes so that Cushing may continue to use and enjoy the Improvements.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, conditions and covenants contained herein, the sufficiency and receipt of which are acknowledged by the Parties, the CITY and CUSHING do mutually agree as follows:

1. The CITY hereby grants to CUSHING a license to use the aforementioned LICENSED AREA, as designated on the Survey attached hereto as Exhibit A, including, without limitation, the right of ingress and egress from the LICENSED AREAS by foot, motor vehicle or equipment as required to fulfill the purposes hereof; and to maintain and enjoy whatever is currently installed within the LICENSED AREAS consistent with the purposes hereof.

2. The term of this AGREEMENT shall commence on the date of full execution hereof, and continue indefinitely, provided, however, that the CITY may terminate this AGREEMENT for cause if CUSHING fails to perform any term, covenant or conditions set forth in this AGREEMENT, and such failure continues uncured for a period of thirty (30) days after written notice to CUSHING, or any such longer period, which the Parties may agree to allow CUSHING to effectuate any such cure. The CITY may also, for any reason it deems necessary, terminate this AGREEMENT with CUSHING, upon ninety (90) days written notice in the event the City needs to recapture all or any part of the LICENSED AREAS for the public safety, health or welfare.

3. In case of any emergency which threatens life or property, the CITY may enter the LICENSED AREAS immediately, and shall promptly provide written notice thereof to CUSHING following any such entry. Prior to the installation of any proposed modifications to the improvement within the LICENSED AREAS, CUSHING will seek all required permits or zoning approvals.

4. CUSHING shall maintain the LICENSED AREAS in its current configuration so as not to unreasonably interfere with the traffic along Perry Street within the CITY, but may continue to maintain grass or plants under 3 feet in height in or along the LICENSED AREAS, providing there is not interference with traffic on Perry Street.

5. CUSHING shall pay all costs for any future relocation or removal of any improvements or modifications to the LICENSED AREAS made in accordance with the purposes hereof.

6. CUSHING agrees that it may not install any further improvements or modifications beyond those which currently exist within the LICENSED AREAS. Cushing may repair, replace, upgrade or improve whatever improvements are currently located or installed in the LICENCED AREAS, and any grass or low shrubs along the LICENSED AREAS, but may not expand or enlarge those improvement by further encroachment on the City's right-of-way, without permission from the City.

7. CUSHING agrees to save, indemnify, defend and hold harmless the CITY, its successors and assigns, from and against any and all claims, demands, suits or actions, and liability, loss damages, or judgment, which may in any manner arise out of, or be occasioned by, or result from, the use of the LICENSED AREAS by CUSHING, their heirs, assigns, employees, contractors or subcontractors hereunder, including but not limited to, personal injury or property damage of any kind, as well as against any reasonable and actual fees, costs, charges or expenses, including reasonable attorney's fees and costs, which the CITY may incur in the defense of any such claim, suit, action or similar demand made or filed by anyone against the CITY, again to the extent that the same arises out of, or is occasioned by, or results from, the use of the LICENSED AREAS by CUSHING, their heirs, assigns, employees, contractors or subcontractors hereunder, except insofar as the same is caused by the acts, omissions or negligence of the CITY, or any party acting through and under the CITY.

8. All notices under this AGREEMENT shall be in writing, and sent by registered or certified mail, postage prepaid, personally delivered, or delivered by a recognized national overnight courier service, such as UPS or Federal Express, to the address for each party written above. Either party may change its address by giving notice as provided herein. Notice shall be considered given and received upon actual receipt, or, if notice is sent as above provided and delivery is refused or cannot be completed, three (3) business days following the same.

9. This AGREEMENT shall be governed by the laws of the State of New Jersey. The parties hereby acknowledge that this AGREEMENT has been executed and delivered in the State of New Jersey, and the parties submit to the jurisdiction of the State courts of the State of New Jersey.

10. This AGREEMENT shall constitute the entire agreement between the parties relating to the right of entry referenced herein, and with respect to and relating to the subject matter hereof, and shall supersede all other agreements, written or oral, with respect thereto. No changes, additions, or modifications to this AGREEMENT shall be effective unless signed in writing by all parties.

11. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

12. This AGREEMENT may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original AGREEMENT, and all such counterparts as may be executed shall constitute one and the same AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this LICENSE AGREEMENT to be executed the day and year set forth below.

[SIGNATURE PAGE TO FOLLOW]

CITY OF LAMBERTVILLE

ATTEST:

Name: _____
Title: _____

Dated: _____

JULIA FAHL, MAYOR

WITNESS:

Dated: _____

RICHARD P. CUSHING

RICHARD P. CUSHING

WITNESS:

JOHANNA C. CUSHING

JOHANNA C. CUSHING

Dated: _____

STATE OF NEW JERSEY :

COUNTY OF HUNTERDON: SS

I CERTIFY that on _____, 2020, Johanna C. Cushing personally came before me and stated to my satisfaction, that she was the maker of this document and executed this document as her own act.

Name:
Notary Public of the State of New Jersey
My Commission expires:

STATE OF NEW JERSEY :

COUNTY OF HUNTERDON: SS

I CERTIFY that on _____, 2020, Richard P. Cushing personally came before me and stated to my satisfaction, that he was the maker of this document and executed this document as his own act.

Name:
Notary Public of the State of New Jersey
My Commission expires:

STATE OF NEW JERSEY :
COUNTY OF HUNTERDON: SS

I Certify that on _____, 2020, _____,
personally came before me and stated under oath to my satisfaction that:

- a. _____ is the _____ of the City of Lambertville;
- b. that she is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the City of Lambertville;
- c. this document was signed and delivered by the City of Lambertville as its voluntary act duly authorized by a proper resolution of its Mayor and Council;
- d. this person knows the proper seal of the corporation which was affixed to this document;
and
- e. this person signed this proof to attest to the truth of these facts.

Attesting Witness

Signed and sworn to before me
this ____ day of _____, 2020.

Name:
Notary Public of State of New Jersey
My Commission Expires:

EXHIBIT A

Survey of 95 Clinton Street, Lambertville, New Jersey