



Mount Laurel Township
Municipal Center
100 Mount Laurel Road
Mount Laurel NJ 08054

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

When applying for a licensing agreement, please complete the following:

1. Block and Lot
2. Schedule A *ie: location, condition*
3. Submit a copy of the property survey highlighting the proposed improvement.
4. Sign as Landowner on two pages where indicated.
5. Print name under signature.
6. Enclose a check in the amount of \$200.00 per easement.

This office will forward the enclosed to the Township Engineer for his review. The Engineer's office will send a representative to the site. After inspection by their office and if approved, a letter will be forwarded to the Clerk's office to schedule a resolution for the next meeting of the Township Council. Applicant will also receive a copy of the Engineer's letter. It is not necessary for the applicant to attend the Council meeting. The Clerk's office will forward a copy of the resolution to the applicant and the Zoning Office. If the licensing agreement is not approved the applicant will receive notice of the denial.

Zoning Officer: Erinn Chavis (856) 234-0001 ext. 1305

If you have any questions regarding this procedure, please contact the office of the Municipal Clerk. (856) 234-0001 ext 1236 Mon – Fri 8am – 4pm

Prepared by:

GEORGE MORRIS, ESQ.

LICENSING AGREEMENT

This **LICENSING AGREEMENT** made this _____ day of _____, _____ by and between the TOWNSHIP OF MOUNT LAUREL, a Municipal Corporation, 100 Mt. Laurel Road, Mt. Laurel, NJ, hereinafter referred to as "TOWNSHIP", and _____ in the Township of Mt. Laurel, Burlington County, New Jersey, hereinafter referred to as "Landowner".

WHEREAS, the Landowner owns certain lands and premises in the Township of Mount Laurel, Burlington County, New Jersey, which are shown and designated on the Official Tax Map of Mount Laurel Township as Sheet _____, Block, _____ Lot _____, adjacent to lands and premises the Township owns or controls an easement (the "Township's Property") which is described in Schedule A, Part I annexed hereto and made a part hereof; and

WHEREAS, Landowner desires to locate certain improvements within the boundaries of Township's Property and Township agrees to permit Landowner to locate such improvements within Township's Property; and

WHEREAS, Landowner's improvements to be located within Township's Property are described in Schedule A, Part II annexed hereto and made a part hereof.

NOW THEREFORE, Township and Landowner agree as follows:

1. Defined terms. For the purpose of this Agreement, the following terms shall have the following meanings:

Landowner – the official property owner of the land and its past, present, and future heirs, administrators, personal representatives, legal representatives, executors, assigns, agents, invitees, guests, concessionaires, visitors, customers, tenants, licensees, subtenants, contractors, mortgage and lien holders, insurers, attorneys, board members, directors, officers, executives, principals, trustees, owners, shareholders, partners, members, employees, servants, affiliates, companies, entities, divisions, predecessors, successors, parent companies, subsidiaries, sister companies, contractors, and/or other representatives.

Township – Mount Laurel Township's past, present, and future Council, Councilpersons, Mayor, employees, servants, officials, agents, representatives, attorneys, insurers, departments, offices, boards, commissions, and bodies.

2. Landowner admits that Township is the owner of the Township's Property described in Schedule A, Part I, including right of entry into said Township Property for the purpose in maintenance, construction, and for such other purposes as may from time to time be necessary.

3. Township hereby grants Landowner a License to locate within Township's Property the improvements specified in Schedule A, Part II.

4. Landowner agrees to defend, indemnify, and hold harmless Township from and against any and all civil, criminal, regulatory and/or other proceedings, claims, liabilities, demands, injuries, deaths, property damage, losses of any kind, suits, judgments, settlements, arbitrations, liens, damages of any kind, lost profits, lost opportunities, costs, and expenses (including reasonable attorney's fees), arising from and/or in connection with the Township's grant of this Licensing Agreement to Landowner, any acts and/or omissions occurring on the lands and premises that are the subject of this Licensing Agreement, and/or Landowner's violation of any provision of this Licensing Agreement, whether based in contract, warranty, tort, statute, common law, and/or otherwise (collectively, "Claim"). This provision is to be construed broadly to apply to any actual and/or alleged negligent, grossly negligent, willful, reckless, knowing, intentional, and/or other acts and/or omissions of Landowner giving rise to a Claim. In the event any Claim is brought against Township, Landowner agrees to defend the Claim through counsel acceptable to Township, and Landowner shall indemnify and hold harmless Township from and against such Claim even if such Claim is alleged and/or proved to be due in part or entirely from Township's own negligence. Formal judicial and/or legal proceedings need not have been instituted to trigger Landowner's obligation to defend and indemnify Township; rather, the fact that a Claim is made or more likely than not will be made is sufficient to trigger Landowner's obligations in this regard. Landowner shall also immediately procure and maintain for the duration of this Licensing Agreement liability and other applicable insurance policies (including, but not limited to, homeowners', commercial general liability, and excess and/or umbrella policies) and ensure that Township is named an Additional Insured on same in order to cover any Claim. Upon Township's request, Landowner shall provide evidence of such insurance. Moreover, Landowner, as part of the consideration for this Licensing Agreement, releases and waives any right to seek any alleged, actual, special, direct, indirect, incidental, consequential, punitive, exemplar, and/or other damages against Township in connection with this Licensing Agreement. Township does not represent, guarantee, or warrant the quality of its title to the lands and premises that are the subject of this Licensing Agreement, which is subject to any grants, privileges, easements, encumbrances, liens, mortgages, and/or other rights, title and interest that may exist in such lands and premises. Township reserves all rights, remedies, and defenses available pursuant to the "New Jersey Tort Claims Act," N.J.S.A. 59:1-1, et seq., the "New Jersey Contractual Liability Act," N.J.S.A. 59:13-1, et seq., and other applicable law. This paragraph shall survive termination of the Licensing Agreement.

5. Landowner agrees that Landowner will, at Township's request, remove such improvements in order that Township may, as necessary from time to time, have unrestricted and unimpeded access to said Property. Landowner further agrees to indemnify and save Township harmless from any cost of expense, and from any claim of any nature whatsoever which may arise by reason of Landowner's failure to remove any such improvements located by Landowner in Township's Property or from any damage to or loss of Landowner's improvements.

6. Township may terminate this Agreement at any time by giving thirty (30) days notice in writing to the Landowner, and thereupon the Landowner shall within thirty (30) days of receipt of such notice of termination, remove said improvements, and if Landowner shall fail to do so, the Township may remove or otherwise dispose of the same as it may see fit at the expense

of the Landowner.

7. The burden and benefit of the Agreement are intended, so far as may be, to attach and run with the said premises of the Township and the Landowner respectively.

8. This Licensing Agreement shall not be deemed or construed as transferring to Landowner any interest in the land of Township or any right in the nature of an interest in land, irrespective of any expenditure by Landowner in connection with this Licensing Agreement.”

STATE OF NEW JERSEY :
:
COUNTY OF BURLINGTON :

BE IT REMEMBERED, that on this _____ day of _____, _____ before me, Carol A. Modugno, the subscriber, personally appeared , who I am satisfied is/are the person(s) named in and who executed the within instrument, and thereupon this person acknowledged that this person signed, sealed and delivered the same as his/her act and deed, for the uses and purposes therein expressed.

Carol A. Modugno
Notary Public of New Jersey
Commission Expires 9-12-26

STATE OF NEW JERSEY :
: SS
COUNTY OF BURLINGTON :

BE IT REMEMBERED, that on this _____ day of _____, _____ before me, Carol A. Modugno, the subscriber, personally appeared Meredith Riculfy who, being duly sworn on Meredith’s oath, deposes and makes proof to my satisfaction, that Meredith Riculfy is the Clerk of Mount Laurel Township, the Corporation named in the within Instrument; that _____ is the Mayor of said Township; that the execution, as well as the making of this Instrument, has been duly authorized by the proper resolution of the Township; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Corporation, in the presence of the deponent, who thereupon subscribed this signature as attesting witness.

Meredith Riculfy

Sworn to and subscribed
before me, the date aforesaid.

Carol A. Modugno
Notary Public of New Jersey
Commission Expires 9-12-26

SCHEDULE A

Part I. Description of Township Easement:

Part II: Description of Landowner Improvements:

Schedule approved by:
On behalf of Township:

_____, Mayor

On behalf of Landowner:
Landowner

_____, Landowner
