



MOUNT LAUREL TOWNSHIP
MUNICIPAL CENTER
100 MOUNT LAUREL ROAD
MOUNT LAUREL, NEW JERSEY 08054

MEMORANDUM

When applying for a licensing agreement, you will complete the following:

1. **Block and Lot**
2. **Schedule A**
3. **Last page sign as Landowner**
4. **Submit a copy of survey of property indicating where improvement is planned.**

This office will forward to the Township Engineer for his review. The Engineer's office will send a representative to site. After inspection by their office, a letter will be forwarded to the Clerk's office to schedule a resolution for the next meeting of the Township Council. Meetings are the 1st & 3rd Mondays. Applicant will also receive a copy of the Engineer's letter. It is not necessary for applicant to attend meeting, Clerk's office will send them a copy of the resolution. The Zoning Office will also receive a copy of the resolution.

Zoning Officer : Marcie Maute, (856) 234-0001, ext. 1305

Prepared by:

TIMOTHY M. PRIME, ESQ.

LICENSING AGREEMENT

LICENSING AGREEMENT made the day of , 2012, by and between the TOWNSHIP OF MOUNT LAUREL, a Municipal Corporation, 100 Mt. Laurel Road, Mt. Laurel, New Jersey, hereinafter referred to as "Township", and , Mt. Laurel, 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 , over which lands and premises the Township has an easement 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 easement and Township agrees to permit Landowner to locate such improvements within Township's easement; and

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

NOW THEREFORE, Township and Landowner agree as follows:

1. Landowner admits that Township is the owner of the easement described in Schedule A, Part I, including right of entry into said easement for the purpose in maintenance, construction, and for such other purposes as may from time to time be necessary.
2. Township hereby grants Landowner a License to locate within Township's easement the improvements specified in Schedule A, Part II.
3. Landowner, for himself, his heirs, executors, successors and assigns 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 easement. Landowner further agrees, for himself, his heirs, executors, successors and assigns 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 easement or from any damage to or loss of Landowner's improvements.
4. 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.
5. 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.

IN WITNESS WHEREOF, the Township has caused this Agreement to be signed by its Mayor, attested by its Clerk, and its common corporate seal to be hereunto affixed, and the Landowners have signed and sealed this Agreement as of the date above written.

TOWNSHIP OF MOUNT LAUREL

By: _____
James Keenan, Mayor

Attest:

Meredith Tomczyk, Clerk

Signed, sealed and delivered
in the presences of:

Landowner (L.S.)

As to Landowner:
Carol A. Modugno
Notary Public of New Jersey
Commission Expires 9-12-16

Landowner (L.S.)

STATE OF NEW JERSEY :
 : | ss
COUNTY OF BURLINGTON :

BE IT REMEMBERED, that on this day of , 2012, before me, the subscriber, personally appeared , who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Carol A. Modugno
Notary Public of New Jersey
Commission Expires 9-12-16

STATE OF NEW JERSEY :
 : ss
COUNTY OF BURLINGTON :

BE IT REMEMBERED, that on this day of , 2012, before me, Carol A. Modugno, the subscriber, personally appeared Meredith Tomczyk who, being duly sworn on her oath, deposes and makes proof to my satisfaction, that Meredith Tomczyk is the Clerk of Mount Laurel Township, the Corporation named in the within Instrument; that James Keenan 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 her named thereto as attesting witness.

Meredith Tomczyk

Sworn to and subscribed
before me, the date aforesaid.

Carol A. Modugno
Notary Public of New Jersey
Commission Expires 9-12-16

SCHEDULE A

Part I. Description of Township Easement:

Part II: Description of Landowner Improvements:

Schedule approved by:

On behalf of Township:

James Keenan, Mayor

On behalf of Landowner:

Landowner

Landowner