

Attendance Civic: Rodney Jester, Valerie Hutchinson, Al Marks, Ed Rohrbach, and Mick Fitzharris  
Attendance Guests: Bill Theis, Ron Meick, Danny Schweers, Ron Ozer, Dorinda Dove, Steven Threefoot, Barbara Henry, and Pat Morrison.

Meeting convened 7:01 P.M.

## **Minutes**

April 1, 2014 Civic minutes approved

### **Stage and Memorial Garden Easement Agreement:**

Ron Meick: Presented an agreement that was drawn up between the Village of Arden and the Arden Club (map attached) to address the stage that encroaches on Village property. This agreement is giving the Arden Club and the Memorial Garden each permission to use each other small piece of land until it is revoked. It is ongoing until it is revoked. The remains of ashes are not disturbed. There is no land exchange.

Steven Threefoot: If you revoke this agreement, what happens to the remains that are interned?

Future discussions.

Steven: Concerned about setting precedence for the future on the period of time to revoke an easement. A revocable easement needs continuity of the process introduced over more than one town meeting before easement were voted on to revoke. Based on this discussion the easement agreement was changed to 180 days notice (this time frame covers at least two town meetings). (2<sup>nd</sup> paragraph).

A copy of easement will be part of these minutes once I receive it from Ron.

### **Tree**

Rodney is asking permission to remove three gum trees that are located in front of his and Sadie's leasehold \*2116 The Highway). The trees are on the right of way. Civic gave him permission to remove trees.

Meeting Adjourned 7:35 pm.

Next meeting: May 6, Tuesday at 7 P.M.

Meeting Adjourned 8: P.M.

Respectfully Submitted  
Elizabeth Resko  
Arden Town Secretary

Attachment Signed License Agreement follows minutes:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") made and entered into this 22 day of November, 2013, by and between the Village of Arden ("Licensor"), and the Arden Club Inc., their successors and/or assigns as set forth in paragraph 13 herein ("Licensee" or "Licensees")

WITNESSETH:

**WHEREAS**, Licensees are the Lessee of that certain tract or parcel of land in New Castle, Delaware, located in the Shady Grove at 2126 The Highway, Lot 118, Town of Arden; and The Memorial Garden property owned by the Village of Arden.

**WHEREAS**, Licensees have used and desire to continue to use real property outside of and adjacent to their Leasehold for occasional purposes of concerts, memorials, and other activities to benefit the community and consistent with their lease;

**WHEREAS**, Licensor agrees to permit such use as license pursuant to the terms and conditions of this Agreement; and

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Property**. Licensor agrees to permit Licensee to use the area that contains the constructed stage. Licensee agrees that neither Licensee's use of Licensor's property, nor the use of said property by anyone authorized by Licensee shall be interpreted to give right to anyone to limit, interfere, interrupt, or in any manner affect and of Licensor's current, or future leaseholds, or any other residential lot.

2. **Term**. The term of this Agreement shall commence on the date hereof and shall expire on the first anniversary of this agreement; and shall automatically renew, each year thereafter, or until either party gives 90 days notice to the other party to terminate this Agreement.

3. **Liability** Licensee shall indemnify and hold harmless Licensor and the Village of Arden from any and all liability arising out of or in connection with Licensee's (their agents, representatives, guests, and/or any other third parties) use of the Encroachment.

4. **Alterations**. In no event and under no circumstances shall Licensee make any alterations, additions, repairs or improvements to Property without written permission of Licensor, which permission shall not be unreasonably withheld. Licensee agrees to maintain those improvements in good condition and at its expense. Licensee further agrees that Licensee shall pay all expenses for said improvements in a timely fashion to prevent any liens from being filed by suppliers or laborers against the Encroachment. At the expiration or earlier termination of this agreement, Licensee shall immediately return the property to the condition it was in immediately prior to the execution of this agreement.

5. **Entire Agreement**. This instrument contains the entire agreement between the parties regarding the terms and conditions of the Agreement of the above described Encroachment; all other agreements relating to the subject matter of this Agreement are hereby incorporated herein and there are no oral or written conditions, terms, understandings or stipulations pertaining to this Agreement which have not been incorporated herein.

6. **Unenforceability** If any provision of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.

7. **Governing Law**. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of Delaware.

8. **No Representations by Licensee**. Licensee acknowledges to and agrees with Licensor that Licensee is accepting Encroachment in an "AS IS" condition "WITH ALL FAULTS" and specifically and expressly

TS

8. No Representations by Licensee. Licensee acknowledges to and agrees with Licensor that Licensee is accepting Encroachment in an "AS IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representation or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Licensor.

9. Binding on Successors, Grantees and Assigns. Licensee must disclose this Agreement and provide a copy to any subsequent assignee, grantee or successor. Unless and until terminated, this Agreement shall run with the land and is binding upon Licensee's successors, heirs, assigns, and/or representatives.

10. No Waiver. Under no circumstances shall this Agreement be deemed to be a waiver of Licensor's rights concerning the Encroachment. Under no circumstances shall lease rights be deemed to be granted to Licensees concerning the Encroachment. Under no circumstances shall this Agreement be deemed to be a consent or acquiescence to any change in the parameters of the Property, or any other Lease or Lot in the Village of Arden.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day and year first above written.

**LICENSOR:**

Village of Arden Civic Committee:

By: Edward H. Koberbach  
By: Marilyn J. City  
By: Michael H. ...  
By: [Signature]  
By: [Signature]

Village of Arden Town Chair

By: Danny B. Sweet

Attest: Elizabeth ...

**LICENSEE:**

Arden Club President

By: Steven R. Cohen

Arden Trustees

By: Mike Curtis

By: Elizabeth ...

By: \_\_\_\_\_



