

REVOCABLE LICENSE

This Revocable License (hereinafter "License") is granted by the City of Portland (hereinafter, "City") to Michael Nappi and Pamela Reny Nappi of 16 Morning Street, Portland, Maine (hereinafter, "Owners") for the purpose of permitting the encroachment of a building foundation into the City's right-of-way, as described in the attached hereto as Exhibit A and as generally depicted in the plan attached hereto as Exhibit B, both of which are incorporated herein by reference. The area occupied by the foundation is referred to herein as (the "Licensed Area"), which is adjacent to property owned by the Owners. The installation and maintenance of the foundation shall be governed by the terms of this License.

1. Owners are hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to install and maintain the foundation in the Licensed Area as shown on Exhibits A and B.
2. All work performed upon and use of the Licensed Area for the purposes set forth herein shall be at Owners' sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Owners agree at their sole expense to restore any portion of the Licensed Areas and adjacent City property effected by work conducted by Owners under this License to substantially the same condition that it was in prior to such work or as close to that condition as is reasonably practicable. Owners, their successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Owners' use, or the use of Owners' contractors, of the City's property as during the term of the License. The Owners' obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this License.
3. Owners shall be responsible for the proper maintenance of the foundation. In the event of damage to foundation and/or the Licensed Area, Owners shall promptly repair/restore the same. Prior to such repair/restoration, Owners shall notify the City (in writing and by telephone) at least forty-eight hours before it plans to conduct such repair or restoration and shall work with City staff on the closure, if needed, of any City streets in the vicinity of the property in order to conduct such repair/restoration.
4. Owners, by execution of this License, hereby agree to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Owners' exercise of the rights granted by this License, and does hereby forever waive, release, relinquish, remise, indemnify and discharge the City, its agents, employees, successors and assigns from and against any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the

vicinity of the area covered by this License, arising out of the presence in and use by the Owners of the area covered by this License.

5. This License, and all of the rights and obligations herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
6. The City may revoke this License six (6) months after receipt by the Owners of written notice that an Event of Revocation (as defined below) has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after Owners' receipt of such notice, except as set forth in subsection c) below. "Event of Revocation" shall mean:
 - a) the building shown on the Plan fails to be constructed substantially in accordance with the Plan or any amendments thereto;
 - b) the building as shown on the Plan is destroyed, removed or otherwise thereafter ceases to exist on Owner's property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or
 - c) failure to maintain insurance as required under Section 4 above, and such failure is not remedied within thirty (30) days after written notice thereof.
7. Any notice of an Event of Revocation delivered pursuant to Section 7 of this License must be sent by certified mail, return receipt requested to the Owners at the address first set forth above, or at such other address as the Owners may provide to the City in writing from time to time.
8. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered to Owners, any mortgagee of Owners' property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 7 hereof, and the City agrees to accept such performance by any such mortgagee of Owners' obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this License to be executed by Brendan O'Connell, its Finance Director thereunto duly authorized, and Michael Nappi and Pamela Reny Nappi have executed this License as of the dates indicated below.

CITY OF PORTLAND

August 31, 2017
Date

Brendan O'Connell
By: Brendan O'Connell
Its Finance Director

Approved as to form: AMT
Corporation Counsel's Office

MICHAEL NAPPI

8-31-17
Date

Michael A Nappi

PAMELA RENY NAPPI

8-31-17
Date

Pamela Reny Nappi

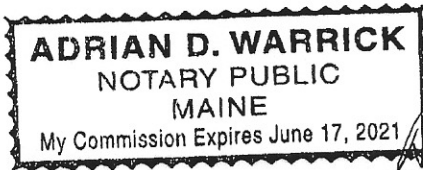
STATE OF MAINE
CUMBERLAND, ss.

August 31, 2017

Then personally appeared the above-named Brendan O'Connell, Finance Director of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,
[Signature]
Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.



August 31st, 2017

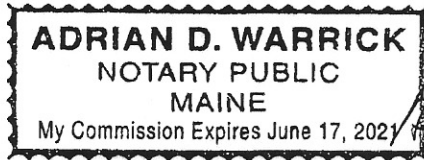
Then personally appeared the above-named Michael Nappi, and acknowledged the foregoing instrument to be his free act and deed.

SEAL

Before me,

Adrian D. Warrick
Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.



August 31st, 2017

Then personally appeared the above-named Pamela Reny Nappi, and acknowledged the foregoing instrument to be her free act and deed.

SEAL

Before me,

Adrian D. Warrick
Notary Public/Attorney at Law

EXHIBIT A

A certain license on land located on the southwesterly side of Morning Street in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the southwesterly sideline of Morning Street at land now or formerly of Colleen C. Bedard as described in a deed recorded in Book 20327 Page 88 in the Cumberland County Registry of Deeds;

Thence S 46° 52' 39" E, by and along the southwesterly sideline of Morning Street, a distance of 5.78 feet to the **Point of Beginning**;

Thence N 42° 58' 56" E, into Morning Street, a distance of 2.22 feet;

Thence S 47° 01' 04" E, through Morning Street, a distance of 10.18 feet;

Thence S 42° 58' 56" W, through Morning Street, a distance of 2.24 feet to the southwesterly sideline of Morning Street;

Thence N 46° 52' 39" W, by and along the southwesterly sideline of Morning Street, a distance of 10.18 feet to the Point of Beginning.

The easement encumbers approximately 23 square feet.

Bearings are Grid North.

Reference is made to a plan entitled "Topographic and Boundary Survey 16 Morning Street for Pamela Reny Nappi" dated December 2016 and revised through 7-21-17 by Survey Inc.

