**REVOCABLE LICENSE FOR**

**DRAINAGE AND GRADING**

This revocable license is granted by the City of Portland "City" to **Adams Apple LLC**., hereinafter "Owner," for the alteration and grading of property located at **65 Munjoy Street in Portland, Maine** and more particularly depicted in Exhibit A (**GradingPlan\_C2**) attached hereto and incorporated herein by reference (the "Licensed Area"). The rights of access to and site alteration of the Licensed Area and adjacent areas, shall be governed by the terms of this License Agreement.

1. Owner is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to carry out the grading and landscaping plans attached hereto as Exhibit B **(SitePlan\_C1)** and Exhibit C **(LandscapePlan\_L-101)** as governed and specified by the terms of this License Agreement.

2. The grading, planting, and other work carried out on the Licensed Area shall be done pursuant to the terms of this License Agreement and shall be completed in accordance Exhibits B and C.

3. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee’s 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. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as shown on the landscaping and grading plans attached as Exhibits B and C, or as close to that condition as is reasonably practicable. Licensee, its 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 Licensee’s use, or the use of others, of the City's property as described above.

4. Owner shall procure and maintain liability insurance in an amount of not less than Four Hundred Thousand Dollars ($400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for

bodily injury, death and property damage and shall name the City as an additional insured with

respect to such coverage.

5. Owner, by execution of this License Agreement, hereby agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Owner’s exercise of the rights granted by this License Agreement, and does hereby forever waive, release, relinquish, remise and discharge the City, its agents, employees, successors and assigns from 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 Agreement, arising out of the presence in and use by the Owner of the area covered by this License Agreement.

6. This License may be revoked upon one (1) month written notice from the City to the Owner and shall automatically terminate in the event that the building located on the Owner’s property is destroyed, removed or otherwise ceases to exist on the site.

 **CITY OF PORTLAND**

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: Jon P. Jennings

 Its City Manager

 **OWNER**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

CUMBERLAND, ss.

 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally appeared the above-named Jon P. Jennings and gave oath that the foregoing

statements made by him are true to the best of his knowledge, information and belief, and where

based upon information and belief, he believes the same to be true.

 Before me,

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 Notary Public/Attorney at Law

STATE OF MAINE

CUMBERLAND, ss.

Personally appeared the above-named Erin Cooperrider and gave oath that the foregoing statements made by her are true to the best of her knowledge, information and belief, and where based upon information and belief, she believes the same to be true.

 Before me,

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 Notary Public/Attorney at Law