Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 08/30/17

REVOCABLE LICENSE FOR MAINTENANCE OF CANOPY ON CITY STREETS

This Revocable License For Maintenance Of Canopy On City Streets (hereinafter "License") is granted by the City of Portland (hereinafter, "City") to Landmarx Construction LLC, a limited liability corporation with a mailing address of 273 Presumpscot Road, Portland ME 04103-5226 (hereinafter, "Owner") for the Owner's installation and maintenance of two 2'9"x 8'canopies over certain real property owned by the City located on Merrill Street (5 Merrill Street), Portland, Maine as depicted on the plan entitled Awning, prepared by Bild Architecture, 5 Merrill Street, Sheet A SK1, dated May 8, 2017, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Plan"). The area occupied by the canopies is referred to herein as (the "Licensed Area"), which is adjacent to property owned by the Owner. The installation and maintenance of the canopies shall be governed by the terms of this License.

1. Owner is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to install and maintain two canopies over the Licensed Area as shown on Exhibit A.

2. Owner is hereby permitted to occupy the Licensed Area only for the purpose of carrying out the installation and maintenance of the canopies pursuant to the terms of this License and in accordance with the Plan. Such work shall not substantially interfere with the City's use and maintenance of the Licensed Area.

3. All work performed upon and use of the Licensed Area for the purposes set forth herein shall be at Owner'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. Owner agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property effected by work conducted by Owner 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. Owner, 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 Owner's use, or the use of Owner's contractors, of the City's property as described above during the term of the License. The Owner's obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this License.

4. Owner shall be responsible for the proper maintenance of the canopies. In the event of damage to canopy and/or the Licensed Area, Owner shall promptly repair/restore the same. Prior to such repair/restoration, Owner shall notify the City (in writing and by telephone) at least forty-eight hours before it plans to conduct such repair or restoration

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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.

5. Owner shall procure and maintain throughout the term of this License automobile and comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars ($400,000) (or the amount stated in the Maine Tort Claims Act, as may be amended from time to time) per occurrence for bodily injury, death, or property damage covering its activities hereunder and naming the City as an additional insured thereon. In addition, Owner shall provide evidence of Workers' Compensation insurance in the statutory amount to the extent it may be required by law. Certificates evidencing such policy shall be delivered to the City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal.

6. Owner, by execution of this License, 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, 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 Owner of the area covered by this License.

7. This License is assignable to any subsequent owners of the property depicted as 5 Merrill Street on the Plan, and in the event of such assignment. Owner shall notify the City of such assignment no less than 10 days prior to the effective date of such assignment.

8. 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.

9. The City may revoke this License six (6) months after receipt by the Owner 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 Owner's 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

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c) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof.

10. Any notice of an Event of Revocation delivered pursuant to Section 9 of this License must be sent by certified mail, return receipt requested to the Owner at the address first set forth above, or at such other address as the Owner may provide to the City in writing from time to time.

11. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered to Owner, any mortgagee of Owner's property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 9 hereof, and the City agrees to accept such performance by any such mortgagee of Owner's 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 Landmarx Construction LLC has caused this License to be executed by Jeff Marxhausen, its PRESIDENT thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

By: Brendan O'Connell
Its Finance Director

LANDMARX CONSTRUCTION LLC

By: Jeff Marxhausen
Its PRESIDENT

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STATE OF MAINE
CUMBERLAND, ss.

Aug. 30, 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,

~~Notary Public/Attorney at Law~~

NANCY L. ENGLISH
Notary Public, Maine
My Commission Expires October 19, 2017

STATE OF MAINE
CUMBERLAND, ss.

Aug. 30, 2017

Then personally appeared the above-named Jeff Marxhausen, President of Landmarx Construction LLC, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me,

~~Attorney at Law~~/Notary Public

NANCY L. ENGLISH
Notary Public, Maine
My Commission Expires October 19, 2017

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CITY OF PORTLAND, MAINE
PERMIT
Babicki

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1 SOUTH ELEVATION
0 8'-0" SCALE: 1/8" = 1'-0"

2 WEST ELEVATION
0 8'-0" SCALE: 1/8" = 1'-0"

3 FLOOR PLAN ON SITE
0 20'-0" SCALE: 1/4" = 1'-0"

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0188
evan@bildarchitecture.com

bild

PROJECT NO.
17002
PROJECT NAME
5 MERRILL STREET
PORTLAND, ME 04101

REVISIONS
1 07.19.2017
2 -
3 -
4 -

PERMIT SET
NOT FOR CONSTRUCTION

DRAWN BY
AEW/KBS
SHEET TITLE
AWNING

ISSUE DATE
5/8/17
SHEET SCALE
3/8" = 1'-0"

A
SK1

LANDCON-02

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
07/2

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Date: 08/30/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Insurance - Portland
470 Forest Avenue
Portland, ME 04101

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 797-9400 FAX (A/C, No): (207) 523-8057
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Patriot Insurance Company	32069
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LandMarx Construction, LLC
273 Presumpscot St.
Portland, ME 04103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR	X		CPP6294365	07/15/2017	07/15/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For the installation and maintenance of a canopy over property owned by the City at 5 Merrill Street, Portland, Maine

Subject to the policy's coverage, conditions, exclusions and endorsements as specified in the policy contract the certificate holder listed shall be an Additional Insured on the Commercial General Liability policy for ongoing operations when required by a written contract. Without a written contract requiring this Additional Insured Status no coverage applies.

CERTIFICATE HOLDER

City of Portland
389 Congress St
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lalice R Jackson

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