

REVOCABLE LICENSE

RE: 309-323 Marginal Way

THIS REVOCABLE LICENSE made by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County, State of Maine (hereinafter "**CITY**") and Southern Maine Properties Company (hereinafter collectively "**LICENSEE**").

WHEREAS, LICENSEE holds title to certain real property located at 309—323 Marginal Way, Portland, Maine (the "Marginal Way Property"),

WHEREAS, CITY owns a pedestrian trail abutting the Marginal Way Property referred to as the Bayside Trail (hereinafter the "Bayside Trail"); and

WHEREAS, LICENSEE needs to enter onto the Bayside Trail property in order to have **CONTRACTOR** construct and locate stairs partly on the Marginal Way Property and partly on the Bayside Trail Property as depicted on the plan attached hereto as **Exhibit A**; and

WHEREAS, CITY is willing to permit **LICENSEE** to enter onto the Bayside Trail for the purposes of building and locating the stairs on the Marginal Way Property as depicted on **Exhibit A**;

NOW, THEREFORE, in consideration of the foregoing and the covenants herein contained, **CITY** hereby grants **LICENSEE** the following:

1. A revocable license for **LICENSEE** and/or its agents to enter in, on, under and over the Bayside Trail for the purpose of building and locating the stairs and related improvements for the Marginal Way Property as depicted on **Exhibit A**. The work to be performed by **LICENSEE** and/or its agents shall be done so as to not interfere with the public's use of the Bayside Trail.
2. **LICENSEE** will obtain any and all necessary federal, state or local permits required in connection with the work described herein.
3. The construction of the stairs and related improvements depicted on **Exhibit A** on the Marginal Way Property shall be accomplished by **LICENSEE** at its sole cost and expense.
4. **LICENSEE** 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 arising out of or in any way related

to its entry upon the Bayside Trail property as described above and shown on Exhibit A, and shall name the **CITY** as an additional insured with respect to such coverage.

5. **LICENSEE** 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 its entry upon the Bayside Trail property as described above and shown on Exhibit A, 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, arising out of the presence in and use by the **LICENSEE** of the licensed areas covered by this License as described above and as shown on Exhibit A.
6. **LICENSEE** agrees to repair any and all damage which may occur as a result of **LICENSEE'S** use of the Bayside Trail property (either during construction or thereafter) under the terms of this License. All repairs and improvements shall be as agreed to by the **CITY**.
7. This License may be revoked upon three (3) months written notice from the **CITY** to the **LICENSEE** and shall automatically terminate in the event that the building located on the Marginal Way Property is destroyed, removed or otherwise ceases to exist on the site.
8. **LICENSEE** acquires no other rights in and to the Bayside Trail, except as set forth herein. This instrument is a Revocable License and no provision hereof shall be construed as conveying an easement or other estate in land.

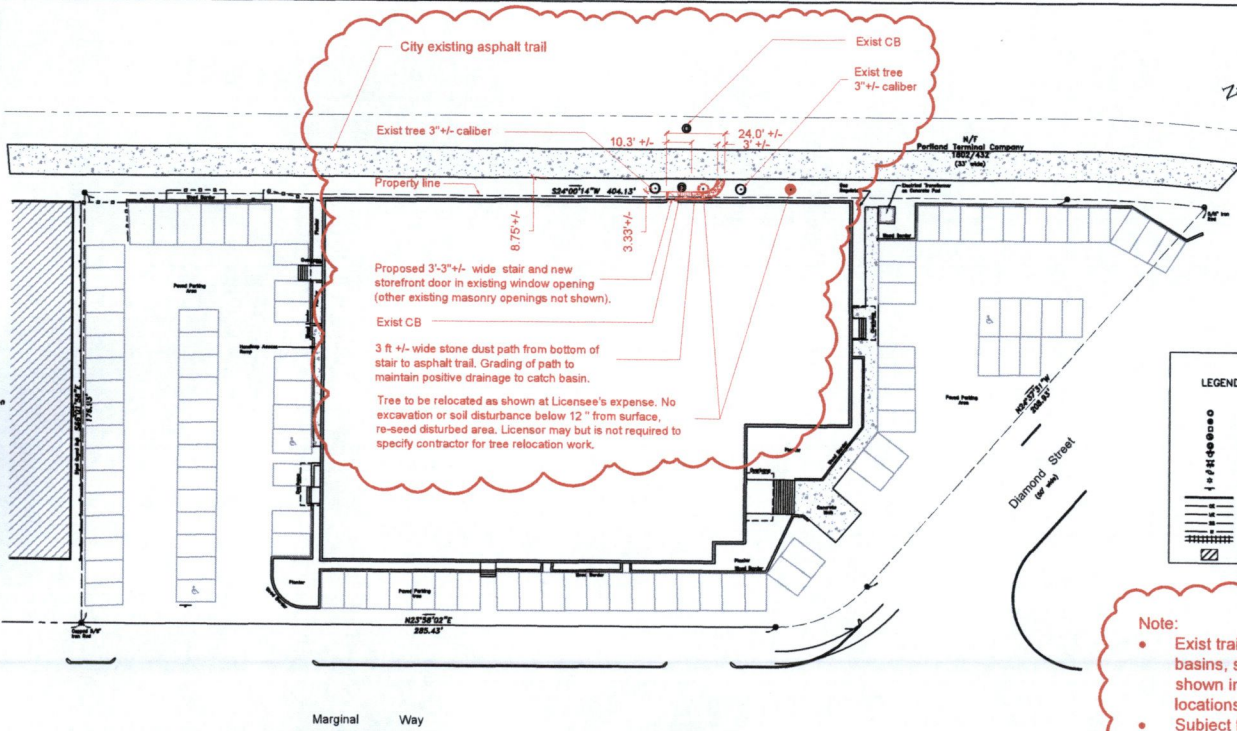
IN WITNESS WHEREOF, the **CITY** and **LICENSEE** have set their hand and seals on, December 14, 2012.

Sonia Bean
Witness

CITY OF PORTLAND
By: Mark A. Rees
Mark A. Rees
Its City Manager

Carl Jans
Witness

LICENSEE
By: Peter W. Quessada
Peter W. Quessada
U.P.

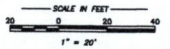


LEGEND

○	Iron pin found
○	Capitol pin not to be set
○	Catch basin
○	Storm manhole
○	Drain manhole
○	Water shaft
○	Fire hydrant
○	Utility pole
○	Light pole
○	Sign
○	Sign (graffiti, unless noted)
○	Overhead utility line
○	Underground utilities
○	Railroad near the
○	Water line
○	Railroad tracks
○	Existing building

Note:

- Exist trail, trees, catch basins, stair and paths shown in approximate locations.
- Subject to code approval.



ALTA/ACSM Land Title Survey

215 Marginal Way Portland, Maine

MADE FOR
Southern Maine Properties Company
Portland, Maine

5 MB Street

JOB# 87061.1 DATE: 11/05/02 SCALE: 1" = 30'

BOOK# 334
87061.1-Subj
FILE# 4173

Ticomb Associates
133 Gray Road
Falmouth, Maine 04105 (207) 781-8100

REFERENCES

- 1) Plan of Property made for Southern Maine Properties by R.P. Ticomb Associates, Inc. dated May 17, 1987.
- 2) Plan of Property made for the Portland West Neighborhood Planning Council by R.P. Ticomb Associates dated August 26, 1988.
- 3) Plan entitled "The Street Plan" recorded at the City of Portland Department of Public Works.
- 4) Plan entitled "4th Section - State Aid Highway-F", recorded at the City of Portland Department of Public Works.
- 5) City of Portland Department of Public Works Land Notes: Books 531, 532, 536, 577 and 585.
- 6) Plan provided by the Portland Terminal R.R. Company showing addition of the existing Railroad easement.

EXEMPTIONS OF RECORD

- 1) The right to construct and maintain a sewer and drain by others as recorded in Book 2296, Page 206, and in Book 2296, Page 175, described as being "approximately parallel and adjacent to Marginal Way".
- 2) Easement for buried cables granted to Central Maine Power Company by Southern Maine Properties, recorded in Book 5044, Page 184.

NOTES

- 1) Bearings are based on Magnetic North 1985.
- 2) Book and Page references are to the Cumberland County Registry of Deeds.
- 3) Utility information shown on this plan is approximate, based on best information available, and is not intended to be used for construction purposes. If any utility work is to be done, the utility owner should be contacted.
- 4) The utility shown in Section C (area of railroad tracks) is shown in Plan 87061.1-Subj. Other Utility Plans should be reviewed for any utility work to be done.

AREA

66,000 s.c. 1.50 acres

OWNERS OF RECORD

Southern Maine Properties Company 2509/437

THIS PLAN IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. IT IS THE RESPONSIBILITY OF THE SURVEYOR TO OBTAIN ALL NECESSARY INFORMATION AND TO VERIFY THE ACCURACY OF THE DATA PROVIDED. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DATA PROVIDED, NOR DOES HE WARRANT THAT THE DATA IS COMPLETE OR THAT THE SURVEY IS FREE FROM ERRORS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE COST OF THE SURVEY AND TO THE EXTENT OF HIS NEGLIGENCE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE COST OF THE SURVEY AND TO THE EXTENT OF HIS NEGLIGENCE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS SURVEY.

Exhibit A to the license agreement between The City of Portland and Southern Maine Properties Company