

REVOCABLE LICENSE
RE: 127 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 Back Cove Company, a Maine Corporation (hereinafter collectively "**LICENSEE**").

WHEREAS, LICENSEE holds title to certain real property located at 127 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 construct and maintain a pedestrian ramp on the Bayside Trail Property as depicted on the plan attached hereto as **Exhibit A** to provide pedestrian and bicycle access from Licensee's higher elevation property to the Bayside Trail's lower elevation property; no vehicular access will be permitted by Licensee at any time, and

WHEREAS, CITY is willing to permit **LICENSEE** to enter onto the Bayside Trail for the purposes of building, locating, and maintaining the ramp 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, locating, and maintaining the ramp 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 and maintenance of the ramp and any 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. A

certificate of insurance shall be presented to the City prior to execution of this Agreement.

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, May 18, 2015.

[Signature]
Witness

CITY OF PORTLAND

By: [Signature]
Michael Sauschuck
Its Acting City Manager

BACK COVE COMPANY

[Signature]

Witness

By: [Signature]
Its Peter Quasthoff U.P.

APPROVED AS TO FORM:
[Signature]
CORPORATION COUNSEL'S OFFICE