

## LICENSE AGREEMENT

This License Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the “City”), and **119 DEVELOPMENT LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of P.O. Box 7486, Portland, Maine 04112-7486 (hereinafter the “Licensee”), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City grants revocable licenses to Licensee for the purposes described below.

1. City grants to Licensee a license to install and maintain granite pavers (the “Pavers”) on property owned by the City at the main entrance of the hotel to be constructed by Licensee at 119 Exchange Street (also identified as 390 Congress Street) (the “Building”), as more particularly shown on Exhibit A which is attached hereto and incorporated herein by reference. The Building is on land owned by Licensee, described in a deed recorded in the Cumberland County Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_\_. The installation, repair and maintenance of the Pavers shall be governed by the terms of this License Agreement. Licensee is hereby permitted to occupy City land located on Congress Street, consisting of a portion of the sidewalk right-of-way directly in front of the main entrance to the Building as shown on Exhibit A, for the installation of the Pavers. The Pavers shall be installed in a professional manner and according to City standards. Licensee shall be responsible for the proper maintenance of the Pavers. In the event of damage to the Pavers, Licensee shall promptly repair/restore the Pavers.

2. City grants to Licensee a license to maintain (i) an existing building canopy over the sidewalk on Congress Street, and (ii) an existing canopy over the sidewalk on Exchange and Market Streets, all as shown on the approved site plan for the Building recorded in said Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_\_ (the “Site Plan”).

3. City grants to Licensee a license to install, maintain and repair those building components shown on the Site Plan and mentioned in paragraphs 1 and 2 above, as well as signs, lighting, two bicycle racks on Federal Street and other building features in the locations approved by the City and as allowed by the City Code.

4. Licensee agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of in any way related to the items described in paragraphs 1 and 2 above and its negligence in performing under the terms and conditions of this License Agreement. In addition, Licensee shall defend, indemnify and hold the City harmless, for any and all claims and/or damage to persons or property arising out of or in any way related to the items described in this License Agreement.

5. Licensee shall procure and maintain liability insurance in an amount of at least 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 of Portland as an additional insured with respect to such coverage.

6. This License is assignable to any subsequent owners of the Licensee’s property located at 119 Exchange Street (also identified as 390 Congress Street), Portland, Maine. Licensee shall promptly notify the City in writing of any such assignments.

7. This Agreement shall automatically terminate in the event that the Building is destroyed, removed or otherwise ceases to exist on the site. The licenses granted in Sections 1 and 3 above may be revoked upon three (3) months written notice from the City to Licensee. Copies of the revocation notice shall be sent to mortgagees of record. In the event that the City revokes the licenses granted in Sections 1 or 3 above in accordance with this Paragraph, the Licensee will not be deemed to be in violation of the permits and approvals issued by the City in connection with the construction of the Building, so long as Licensee addresses any reasonable requests made by the City within ninety (90) days after the notice of revocation as to design or public safety matters relating to the Building that are created as a result of such revocation..

IN WITNESS WHEREOF, the parties have caused this License Agreement to be duly executed, as of the day and year written above.

WITNESS:

**CITY OF PORTLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Mark Rees, its City Manager

**119 DEVELOPMENT LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
James H. Brady, its Manager

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2013

PERSONALLY APPEARED the above-named Mark Rees, City Manager 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

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2013

PERSONALLY APPEARED the above-named James H. Brady, Manager of 119 Development LLC 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 limited liability company.

Before me,

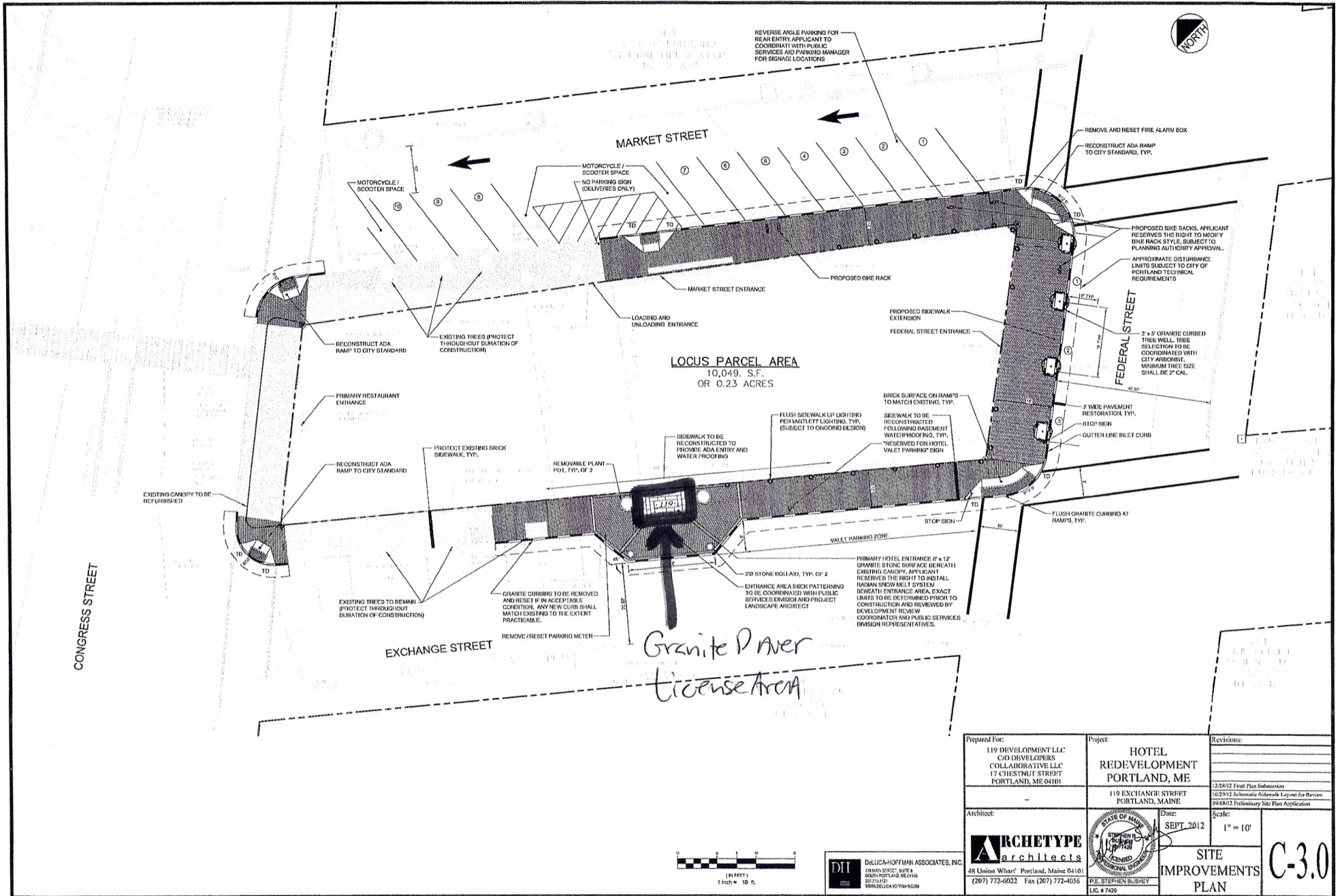
\_\_\_\_\_  
Notary Public/Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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# EXHIBIT A - LICENSE - SITE PLAN



Prepared For: 119 DEVELOPMENT LLC C/O DEVELOPERS COLLABORATIVE LLC 17 CHESTNUT STREET PORTLAND, ME 04101	Project: <b>HOTEL REDEVELOPMENT PORTLAND, ME</b>  119 EXCHANGE STREET PORTLAND, MAINE	Revisions:  12/26/12 Final Plan Submission 10/29/12 Schematic Sidewalk Layout for Review 09/18/12 Preliminary Site Plan Application
Architect: <b>ARCHETYPE architects</b> 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	Date: SEPT 2012	Scale: 1" = 10'
		<b>SITE IMPROVEMENTS PLAN</b>  <b>C-3.0</b>

NS-11121 Rev 1/04/05 Building Department/Civil/Permit Services/1/14/05/11 1/14/05/2012.org.pdf/rev NS-11121/1/14/05/2012