

LICENSE AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 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"), hereby GRANTS to **COW PLAZA HOTEL LLC**, a Maine limited liability company with a mailing address of 100 Commercial Street, Portland, Maine 04101 (hereinafter the "Licensee"), a revocable license to occupy portions of land owned by the City on or near or constituting Fore Street and Union Street in Portland, Cumberland County, Maine (the "City's Land"), which City's Land abuts the property of Licensee described in that certain deed from Cow Plaza I LLC to Licensee dated June 28, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29745, Page 82 ("Licensee's Property"), the foregoing license being for the purpose of allowing encroachments in, on, under or over the City's Land by certain portions of the building and improvements to be constructed by Licensee pursuant to that certain Site Plan prepared by Woodard and Curran captioned "Hyatt Place Portland – Old Port" dated November 2012, last revised February 1, 2013, including any approved amendments thereto (the "Site Plan"), including without limitation, brise soleils, awnings and signage in the three (3) areas more fully described in **Exhibit A** attached hereto and incorporated herein, and as depicted on that certain plan entitled "ALTA/ACSM Land Title Survey, 433 Fore Street a/k/a 29 Union Street, Portland, Maine" prepared for Cow Plaza Hotel LLC by Northeast Civil Solutions, Inc., dated December 19, 2012, last revised February 8<sup>th</sup>, 2013 (the "Survey"). The license granted in this license agreement is subject to the following conditions:

1. Licensee, its successors and assigns shall defend and indemnify the City, its officers, agents, and employees from any and all claims which arise out of its use, or the use of others, of the City's Land pursuant to this license agreement. Licensee, by execution of this license agreement, also 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 City's Land pursuant to 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 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 and in, the area covered by this license agreement or arising out of the presence in and/or use by the Licensee of the area covered by this license agreement.
2. 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 and shall either name the City as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license agreement. In the event any portion of Licensee's Property is submitted to a condominium regime, the foregoing insurance requirements shall be deemed met for each

unit owner so long as the Unit Owner's Condominium Association maintains the insurance for the benefit of the City at the aforementioned required levels.

3. This license agreement is assignable to any subsequent owners of Licensee's Property including mortgagees and their successors and assigns and the owners of any condominium unit therein and their mortgagees. Written notice of any such assignment shall be promptly provided to the City by Licensee.

4. This license agreement may be revoked upon six (6) months written notice by the City but only in the event that: (1) the building shown on the Site Plan fails to be constructed substantially in accordance with the Site Plan or any approved amendments thereto; (2) the building as shown on the Site Plan or any amendments thereto is destroyed and not replaced within twelve (12) months or removed or otherwise thereafter ceases to exist on Licensee's Property for a period of one (1) year or more.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS THEREOF, the parties have caused this license agreement to be executed as of this 11 day of February, 2013.

Sonia Bean  
Name:

CITY OF PORTLAND  
By: Mark Rees  
Mark Rees  
City Manager

STATE OF MAINE  
CUMBERLAND COUNTY, ss.

February 11, 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 the City of Portland.

Before me,

Sonia T. Bean

Notary Public

Print name:

My commission expires:

**SONIA T. BEAN**  
Notary Public, Maine  
My Commission Expires January 10, 2017

J. Tim Soley  
Name:

COW PLAZA HOTEL LLC

By: J. Tim Soley  
J. Tim Soley  
Its Manager

STATE OF MAINE  
CUMBERLAND COUNTY, ss.

February 8<sup>th</sup>, 2013

PERSONALLY APPEARED the above named J. Tim Soley, Manager of Cow Plaza Hotel 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,

Patricia Baird

Notary Public

Print name:

My commission expires:

**PATRICIA BAIRD**  
Notary Public  
Maine  
My Commission Expires Jun 29, 2017

**EXHIBIT A**

AREA 1

A certain lot or parcel of land located on the northeasterly side of Union Street, in the City of Portland, County of Cumberland, State of Maine, depicted as "Brise Soleil and Signage License Agreement Area 1" on a plan entitled "ALTA/ACSM Land Title Survey, 433 Fore Street a/k/a 29 Union Street, Portland, Maine" prepared for Cow Plaza Hotel LLC by Northeast Civil Solutions, Inc., dated December 19, 2012, last revised February \_\_, 2013 (the "Survey"), being more particularly bounded and described as follows:

STARTING at a point at the original intersection of the northwesterly right-of-way line of Fore Street and the northeasterly right-of-way line of Union Street;

THENCE N 29°47'06" W along the northeasterly right-of-way line of said Union Street 34.63' to the TRUE POINT OF BEGINNING;

THENCE S 29°47'06" E along the northeasterly right-of-way line of said Union Street 15.00' to a point of curvature;

THENCE on a curve to the left along the northeasterly right-of-way line of said Union Street 3.01' to a point. Said curve having a radius of 20.00' and a chord of S 34°05'54" E 3.01'

THENCE S 60°12'54" W through the right-of-way of said Union Street 5.23' to a point;

THENCE N 29°47'06" W through the right-of-way of said Union Street 18.00' to a point;

THENCE N 60°12'54" E through the right-of-way of said Union Street 5.00' to the TRUE POINT OF BEGINNING.

The above described parcel contains 90 s.f. more or less.

Meaning and intending to describe a license agreement area over a portion of the Union Street right-of-way N/F owned by the City of Portland.

The basis of bearing for the above described parcel is Grid North.

AREA 2

A certain lot or parcel of land located on the northwesterly side of Fore Street, in the City of Portland, County of Cumberland, State of Maine, depicted as "Brise Soleil and Signage License Agreement Area 2" on the Survey, being more particularly bounded and described as follows:

STARTING at a point at the original intersection of the northwesterly right-of-way line of Fore Street and the northeasterly right-of-way line of Union Street;

THENCE N 61°16'30" E along the northwesterly right-of-way line of said Fore Street 40.63' to the TRUE POINT OF BEGINNING;

THENCE S 61°16'30" W along the northwesterly right-of-way line of said Fore Street 21.00' to a point of curvature;

THENCE on a curve to the right along the northwesterly right-of-way line of said Fore Street 7.15' to a point. Said curve having a radius of 20.00' and a chord of S 71°31'08" W 7.11';

THENCE S 28°43'30" E through the right-of-way of said Fore Street 3.77' to a point;

THENCE N 61°16'30" E through the right-of-way of said Fore Street 28.00' to a point;

THENCE N 28°43'30" W through the right-of-way of said Fore Street 2.50' to the TRUE POINT OF BEGINNING.

The above described parcel contains 73 s.f. more or less.

Meaning and intending to describe a license agreement area over a portion of the Fore Street right-of-way N/F owned by the City of Portland.

The basis of bearing for the above described parcel is Grid North.

### AREA 3

A certain lot or parcel of land located on the northwesterly side of Fore Street, in the City of Portland, County of Cumberland, State of Maine, depicted as "Brise Soleil and Signage License Agreement Area 3" on the Survey, being more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly right-of-way line of Fore Street at the southerly corner of land N/F of Cow Plaza Garage LLC as described in Deed Book 27480, Page 325, Cumberland County Registry of Deeds (CCRD);

THENCE S 57°15'00" W along the northwesterly right-of-way line of said Fore Street 9.20' to a point;

THENCE S 60°18'00" W along the northwesterly right-of-way line of said Fore Street 64.32' to a point;

THENCE S 61°16'30" W along the northwesterly right-of-way line of said Fore Street 46.99' to a point;

THENCE S 28°43'30" E through the right-of-way of said Fore Street 1.00' to a point;

THENCE N 61°16'30" E through the right-of-way of said Fore Street 47.00' to a point;

THENCE N 60°18'00" E through the right-of-way of said Fore Street 64.36' to a point;

THENCE N 57°15'00" E through the right-of-way of said Fore Street 9.18' to a point;

THENCE N 30°03'30" W through the right-of-way of said Fore Street 1.00' to the POINT OF BEGINNING.

The above described parcel contains 121 s.f. more or less.

Meaning and intending to describe a license agreement area over a portion of the Fore Street right-of-way N/F owned by the City of Portland.

The basis of bearing for the above described parcel is Grid North.

Received  
Recorded Register of Deeds  
Feb 14, 2013 02:00:37P  
Cumberland County  
Pamela E. Lovley