

**REVOCABLE LICENSE FOR
MAINTENANCE OF CANOPY ON CITY STREETS
RE: 35 PLEASANT STREET/6 SOUTH STREET**

This revocable license is granted by the City of Portland "City" to Lauren & Neil Reiter, hereinafter "Owner," for the installation and maintenance of canopies over property owned by the City at the corner of Pleasant Street & South Street (35 Pleasant Street/6 South Street), Portland, Maine (the "Property"). The installation and maintenance of the canopies located over City property, shall be governed by the terms of this License Agreement.

1. Owner is hereby permitted to install and maintain canopies over land owned by the City (i.e. on the building located at 35 Pleasant Street/6 South Street), as governed and specified by the terms of this License Agreement and as shown on Exhibit A, attached hereto and incorporated herein.

2. The canopies to be installed and maintained pursuant to this License Agreement shall be in accordance with the location and dimensions depicted on Exhibit A attached hereto.

3. Owner shall be responsible for the proper maintenance of the canopies. In the event of damage to the same, Owner shall contact the City and receive approval and then shall promptly repair/restore the canopy.

4. Owner 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 name the City as an additional insured with respect to such coverage.

5. Owner, by execution of this License Agreement, 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 canopies above City property located at 35 Pleasant Street/6 South Street or Owner's installation of canopies over City property located at or near 35 Pleasant Street/6 South Street, 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 Agreement, arising out of the presence in and use by the Owner of the area covered by this License Agreement.

6. This License may be revoked upon one (1) month written notice from the City to the Owner and shall automatically terminate in the event that the building located on the Owner's property is destroyed, removed or otherwise ceases to exist on the site.


CITY OF PORTLAND

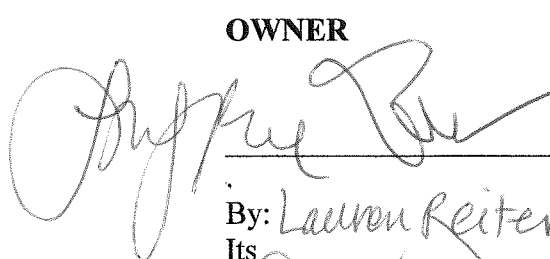
Date 10/11/15



By: Jon Jennings
Its City Manager

OWNER

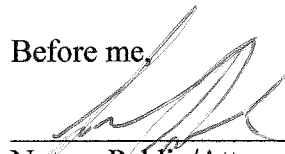
APPROVED AS TO FORM:

CORPORATION COUNSEL'S OFFICE


By: Lauren Reiter
Its Owner *NEIL REITER*

STATE OF MAINE
CUMBERLAND, ss.

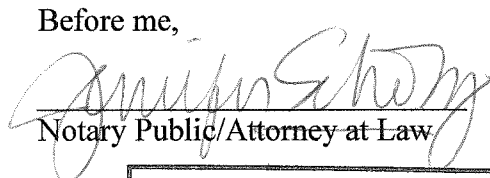
Dated 10/11/2015

Personally appeared the above-named Jon Jennings and gave oath that the foregoing statements made by him are true to the best of his knowledge, information and belief, and where based upon information and belief, he believes the same to be true.

Before me,

Notary Public/Attorney at Law

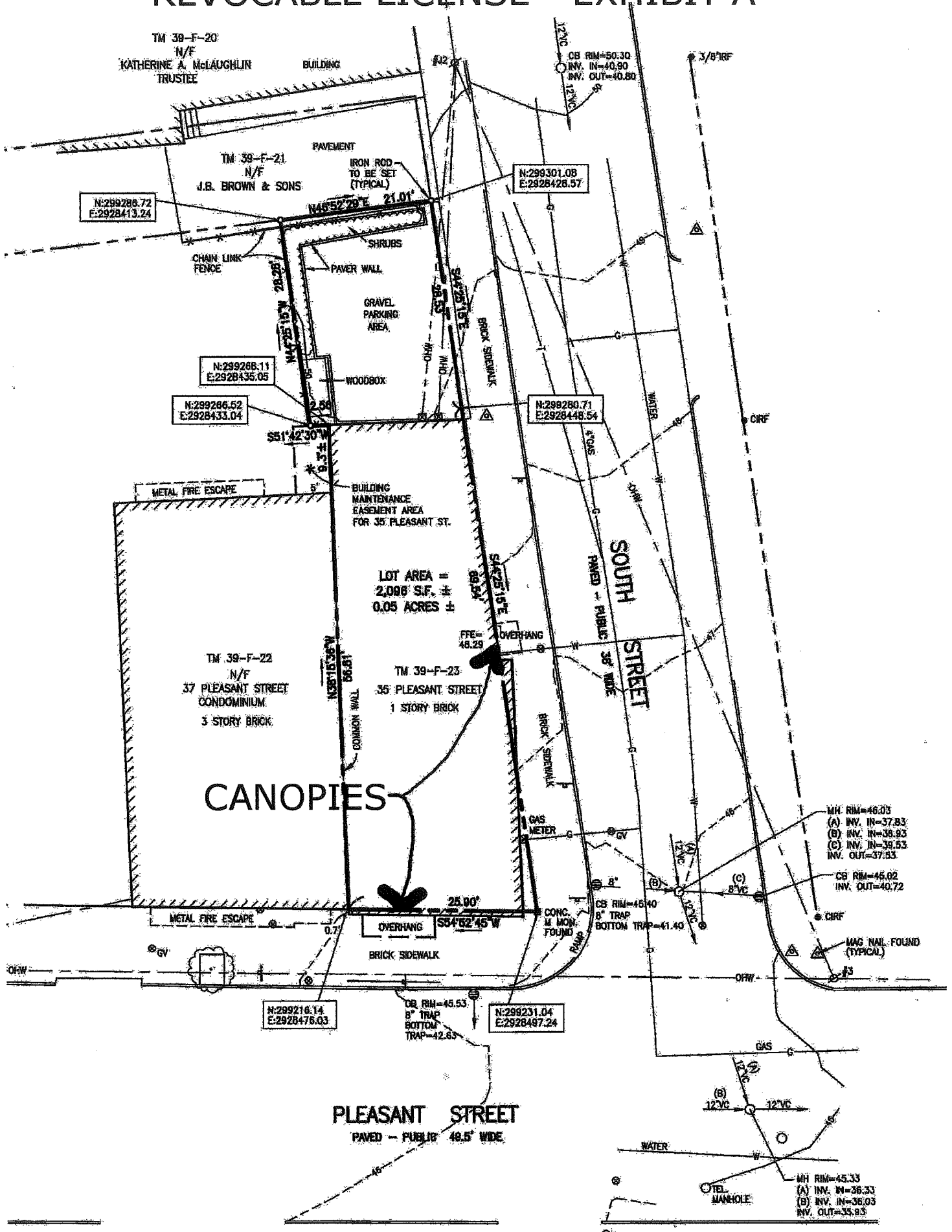
STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above-named Lauren & Neil Reiter and gave oath that the foregoing statements made by him/her are true to the best of his/her knowledge, information and belief, and where based upon information and belief, he/she believes the same to be true.

Before me,

Notary Public/Attorney at Law

JENNIFER T SCHOLZ
Notary Public, State of Maine
My Commission Expires Feb. 22, 2021

35 PLEASANT/ 6 SOUTH STREET REVOCABLE LICENSE - EXHIBIT A



TM 38-F-20
N/F
KATHERINE A. McLAUGHLIN
TRUSTEE

TM 39-F-21
N/F
J.B. BROWN & SONS

N:299286.72
E:2928413.24

N:299301.08
E:2928426.57

N:299266.11
E:2928435.05

N:299286.52
E:2928433.04

N:299280.71
E:2928448.54

TM 39-F-22
N/F
37 PLEASANT STREET
CONDOMINIUM
3 STORY BRICK

TM 39-F-23
35 PLEASANT STREET
1 STORY BRICK

CANOPIES

LOT AREA =
2,096 S.F. ±
0.05 ACRES ±

MH RIM=46.03
(A) INV. IN=37.83
(B) INV. IN=38.93
(C) INV. IN=39.53
INV. OUT=37.53

CS RIM=45.02
INV. OUT=40.72

N:299216.14
E:2928478.03

OR RIM=45.53
8" TRAP
BOTTOM
TRAP=42.63

N:299231.04
E:2928497.24

MH RIM=45.33
(A) INV. IN=36.33
(B) INV. IN=36.03
INV. OUT=35.93

PLEASANT STREET
PAVED - PUBLIC 49.5' WIDE

(B) 12"VC 12"VC

WATER

TEL.
MANHOLE