TEMPORARY REVOCABLE LICENSE

FOR

CONSTRUCTION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[property address]

This revocable license, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, is granted by the City of Portland (hereinafter, the "City") to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Maine \_\_\_\_\_\_\_\_\_\_\_\_ having a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the "Licensee,") to allow Licensee to perform certain maintenance and improvements on and adjacent to portions of land owned by the City of Portland (“City” or “Licensor”) on \_\_\_\_\_\_\_\_\_\_\_\_ Street, which property abuts the property of Licensee, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street for the purpose of facilitating the development of Licensee’s Property as outlined in a Site Plan approval issued by the Portland Planning Board on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The area to be utilized by Licensee under this Agreement (the “License Area”) is as depicted as “Proposed Temporary Construction License Area” on attached **Exhibit A**, which is a reduced copy of the plan entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Plan”). Temporary use and occupancy of the License Area by Licensee is subject to the following conditions:

1. Subject to the conditions outlined herein, Licensee is hereby permitted to bring upon the License Area workers, materials, and machinery necessary to complete the work contemplated in the “Solider Pile and Lagging with Tieback Anchors” plans prepared by\_\_\_\_\_ and dated \_\_\_\_\_\_\_. Said plans are attached hereto as **Exhibit B** and contemplate the following work within the License Area: Installation of a temporary support of excavation system to facilitate the construction of the proposed hospital expansion building approved by the City of Portland Planning Board, all as shown on said plan;

2. All work performed upon and use of the License Area shall be in accordance with:

* **Exhibit B;**
* The recommendations contained in that certain "Geotechnical Engineering Review of Gilman Street Temporary Support of Excavation Design" dated January 21, 2021 and issued by R.W. Gillespie & Associates, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit C;**
* The Temporary Excavation Support Design Package approved by Paul A. Deterling, P.E., principal design engineer with Earthwork Engineering, Inc., on behalf of Licensee attached hereto and incorporated herein as **Exhibit D;**
* The response to recommendations contained in “Response to RW Gillespie & Associates Review of Gilman St. Temporary Support of Excavation Design Letter dated 1/21/21,” prepared by Turner Construction Company and dated February 10, 2021, a copy of which is incorporated herein as **Exhibit E;**
* Each of the "Technical Review Source Documents" referenced in **Exhibit C**, as those documents may be amended from time to time.

3. All work performed upon and use of the License Area for the purposes set forth herein shall be at Licensee’s sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City’s property adjacent to the License Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the License Areas and adjacent City property affected by work conducted by Licensee under this License to substantially the same condition that it was in prior to such work or as close to that condition as is reasonably practicable.

4. Licensee agrees, binds and obligates itself, its successors and assigns to procure and maintain throughout the term of this License automobile and comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars ($400,000) (or the amount stated in the Maine Tort Claims Act, as may be amended from time to time) per occurrence for bodily injury, death, or property damage covering its activities hereunder. Certificates evidencing such policies shall be delivered to the City and Licensee shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal. All insurance coverage required herein shall include coverage of all Licensees’ contractors and subcontractors.

5. Licensee, its successors and assigns, 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 Licensee’s entry upon City property located at or near Gilman Street or Licensee’s property 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 License Area, arising out of the presence in and use by the Licensee of the License Area.

6. Licensee shall install the temporary support of excavation system in accordance with the plans in **Exhibit B** and shall be solely responsible for restoring the License Area to the satisfaction of the City.

7. This instrument is a License and no provision hereof shall be construed as conveying an easement or other estate in land. This instrument shall be null and void if recorded in the Registry of Deeds.

8. This license shall expire twelve (12) months from the date first written above or on completion by Grantee of work contemplated herein and approval by the City of the sufficiency of all work performed in the Licensed Area, whichever comes first. This License may be revoked upon 60 days’ written notice by the City for any reason, including its convenience.

**CITY OF PORTLAND**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brendan O’Connell

Its Director of Finance

STATE OF MAINE

CUMBERLAND, ss. Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally appeared the above-named Brendan O’Connell, Finance Director for the City of Portland 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

Seen and Agreed to by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Its:

STATE OF MAINE

CUMBERLAND, ss. Dated:\_\_\_\_\_\_\_\_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as aforesaid, and acknowledged the foregoing instrument to be his/her/their free act and deed in his/her/their said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public/Attorney at Law

EXHIBIT A

Insert License and Easement Plan

EXHIBIT B

Insert Site Plan