

ENCROACHMENT LICENSE

This Encroachment License (hereinafter "License") is made and entered into by and between the City of Portland (hereinafter, "City"), a Maine body corporate and politic, with a mailing address of 389 Congress Street, Portland, Maine 04101 and MaineHealth dba Maine Medical Center, a nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 (hereinafter, "Licensee"), owner of the real property located at 22 Bramhall Street, Portland, Maine 04102 ("Property").

RECITALS

WHEREAS, Licensee is the owner of the Property located at 22 Bramhall Street, Portland, Maine; and

WHEREAS, Licensee desires to construct/place and maintain certain improvements consisting of footings and an aerial overhang (the "Encroachments") which will encroach into/over real property owned by the City; and

WHEREAS, the area occupied by said Encroachments is referred to herein as the "Licensed Area"; and

WHEREAS, the City will allow the Encroachments to encroach into the Licensed Area under the terms and conditions set forth in this License.

NOW, THEREFORE, in consideration of the payment by Licensee to the City in the amount of \$3,799.00 and other good and valuable consideration, the City and Licensee agree as follows:

1. The City grants to Licensee a License over the Encroachment Exhibit Area ("Licensed Area"), more fully described on Exhibit A, attached hereto and incorporated herein and as more fully depicted on the plan entitled "License Exhibit: Gilman Street Encroachment," prepared by Sebago Technics, dated September 11, 2020, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Plan").
2. Licensee is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to install and maintain the Encroachments over the Licensed Area as shown on the Plan.
3. Licensee is hereby permitted to occupy the Licensed Area only for the purpose of carrying out the installation, placement and maintenance of the Encroachments pursuant to the terms of this License and in accordance with the Plan. Such work shall not substantially interfere with the City's use and maintenance of the Licensed Area.

4. All work performed upon and use of the Licensed 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 Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed 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. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use by Licensee's contractors or invitees, of the City's property as described above during the term of the License. The Licensee's obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this License. Nothing herein shall be deemed to waive the protections afforded to the City of Portland by the Maine Tort Claims Act, including the limitation on damages contained in 14 MRSA §8105.
5. Licensee shall be responsible for the proper maintenance of the Encroachments. In the event of damage to the Encroachments and/or the Licensed Area, Licensee shall promptly repair/restore the same. Prior to such repair/restoration, Licensee shall notify the City (in writing and by telephone) at least forty-eight hours before it plans to conduct such repair or restoration and shall work with City staff on the closure, if needed, of any City streets in the vicinity of the property in order to conduct such repair/restoration.
6. Upon prior written notice to Licensee, except in the case of an emergency, Licensee agrees that City may enter and utilize the Licensed Area at any time for the purpose of repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public or for any other public purpose. City shall bear no responsibility or liability for any damage or disruption or other adverse consequences resulting from the Encroachments installed by Licensee, but City will make reasonable efforts to minimize such damage. In the event that any reinstallation or repair of any utility or improvements owned by, constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance or existence of the Encroachments and use, Licensee shall pay to City an amount equal to such additional cost as reasonably determined by the Director of Public Works or said Director's duly authorized representatives.
7. Licensee agrees, binds and obligates itself, its successors and assigns to procure and maintain throughout the term of this License 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 and naming the City as an additional insured thereon. In addition, Licensee shall provide evidence of Workers' Compensation insurance in the statutory amount to the extent it may be required by law. Certificates evidencing such policies shall be delivered to the City and 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.

8. Licensee, by execution of this License, hereby agrees to assume and hereby does 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 exercise of the rights granted by this License, and does hereby forever waive, release, relinquish, remise, indemnify and discharge the City, its agents, employees, successors and assigns from and against 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 area covered by this License.
9. This License is assignable to any subsequent owners of the property depicted on the Plan, and in the event of such assignment, Licensee shall notify the City of such assignment no fewer than 10 days prior to the effective date of such assignment.
10. This License, and all of the rights and obligations herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
11. The City may revoke this License six (6) months after receipt by the Licensee of written notice that an Event of Revocation (as defined below) has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after Licensee's receipt of such notice, except as set forth in subsection (d) below. "Event of Revocation" shall mean:
 - a) the building shown on the Plan fails to be constructed substantially in accordance with the Plan or any amendments thereto;
 - b) the building as shown on the Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or
 - c) failure to maintain insurance as required under Section 6 above, and such failure is not remedied within thirty (30) days after written notice thereof.
12. Any notice of an Event of Revocation delivered pursuant to Section 10 of this License must be sent by certified mail, return receipt requested to the Licensee at the address first set forth above, or at such other address as the Licensee may provide to the City in writing from time to time.

IN WITNESS WHEREOF, the City of Portland has caused this License to be executed by Brendan O'Connell, its Finance Director thereunto duly authorized, and Maine Medical Center has caused this License to be executed by Lugene Inzana, its CFO thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

LICENSEE

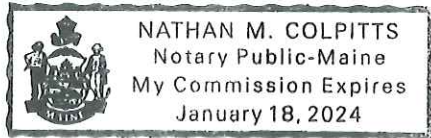
Brendan T. O'Connell
By: Brendan O'Connell
Its Finance Director

Lugene A. Inzana
By: Lugene Inzana
Its: Chief Financial Officer

STATE OF MAINE
CUMBERLAND, ss.

November 2, 2020

Then personally appeared the above-named Brendan O'Connell, Finance Director 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,
Nathan M. Colpitts
Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

October 10, 2020

Then personally appeared the above-named Lugene Inzana, Chief Financial Officer of Maine Medical Center, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said nonprofit corporation.

Before me,
Penelope St. Louis
Attorney-at-Law/Notary Public-
7352

Exhibit A

A certain license area, situated in the City of Portland, Cumberland County, Maine within the northeasterly side of Gilman Street, as shown on the License Exhibit Plan of Gilman Street Encroachment, for Maine Medical Center, by Sebago Technics, Inc., project number 15466, last dated September 11, 2020, and being more particularly described as follows:

Beginning at a point on the northeasterly sideline of Gilman Street, at a point being S 20°41'01"E a distance of 13.04 feet from the intersection of the northeasterly sideline of Gilman Street and the southeasterly sideline of Congress Street;
Thence S 20°41'01" E along the northeasterly sideline of Gilman Street, a distance of 14.04 feet to a point near the westerly corner of the proposed Maine Medical Center building addition;
Thence S 20°41'01" E along the northeasterly sideline of Gilman Street, a distance of 168.12 feet to a point near the southerly corner of the proposed Maine Medical Center building addition;
Thence S 69°18'59" W through a portion of Gilman Street, a distance of 2.45 feet;
Thence N 20°40'53" W through a portion of Gilman Street, a distance of 149.29 feet;
Thence N 26°47'39" W through a portion of Gilman Street, a distance of 35.33 feet;
Thence N 62°25'18" E through a portion of Gilman Street, a distance of 6.19 feet to the Point of Beginning.

Meaning and intending to describe a license area within Gilman Street as shown on the above referenced plan, being approximately 512 square feet.

The bearings shown hereon are Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

September 11, 2020

MWE