

Order 114-08/09

Passed: 11/17/08 7-1 (Marshall opposed, Anton abstaining)

EDWARD J. SUSLOVIC (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
DANIEL S. SKOLNIK (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JAMES I. COHEN (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

**ORDER GRANTING REVOCABLE LICENSE
RE: 190 VALLEY STREET (FLORENCE HOUSE)**

ORDERED, that the City hereby grants a revocable license (five feet in width and 250 in length) to Florence House Condominium Association (Licensee) for encroachments of a landscape planter and awning overhangs on and over the City's right of way adjacent to its building along Valley Street (Exhibit A) in a form substantially similar to that below:

LICENSE AGREEMENT

1. Licensee, its successors and assigns shall 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 property licensed hereunder as described above.
2. 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 either name the City of Portland 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.
3. This license is assignable to any subsequent owners of the buildings located on the land described on the approved site plan for Florence House, Valley Street, Portland, Maine, recorded in Plan Book _____, Page _____ (the "Site Plan").
4. Subject to the provisions above, this license agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Default has occurred, identifying such Event of Default, provided that such Event of Default is not cured within six (6) months after receipt of such notice by Licensee. "Event of Default" shall mean: 1) the building shown on the Site Plan fails to be constructed substantially in accordance with such plans or any amendments thereto; or 2) the building as shown on the Site Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within 12 months of said destruction or removal. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting/ revising Exhibit A, to

more accurately show the encroachments described above that are being licensed under this Agreement.

5. Any notice of an Event of Default delivered pursuant Section 4 of this license agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time.

6. Notwithstanding any other provision herein, in the event that a notice of an Event of Default is delivered pursuant to Section 5 hereof, any mortgagee of Licensee's Property shall be entitled to cure such default within the time frames set forth in Section 4 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this instrument to be executed in its name by Joseph E. Gray, Jr., its City Manager, duly authorized, this ____ day of _____, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF PORTLAND

Witness

By: Joseph E. Gray, Jr.
Its: City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, _____, 2008

Then personally appeared the above named Joseph E. Gray, Jr., City Manager of 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 the City of Portland.

Before me,

Notary Public/Attorney at Law

Print or Type Name: _____

My Commission Expires: _____

EXHIBIT A

(1,250 S.F.)

A certain lot or parcel of land 5 feet in width and 250 in length, adjacent and parallel to the westerly side of Valley Street, in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a 5/8" rebar on the westerly right-of-way line of said Valley Street, being 150.009 southerly of the intersection of the southerly sideline of C Street with the westerly sideline of Valley Street, said rebar also marking the southeasterly corner of land now or formerly (N/F) of Valley Bayside, LLC as recorded in Deed Book 17960, Page 28, Cumberland Country Registry of Deeds (CCRD);

THENCE S 81°08'04" E through a portion of said Valley Street 5.00 feet,

THENCE S 08°51'56" W parallel with the westerly right-of-way line of said Valley Street 250.00 feet,

THENCE N 81°08'04" W through a portion of said Valley Street 5.00 feet to a capped #5 rebar marked "NCS, INC. PLS 1314" on the westerly right-of-way line of said Valley Street and northeasterly corner of land N/F of Alan Prosser as recorded in Deed Book 4955, Page 273 CCRD,

THENCE N 08°51'56" E along the westerly right-of-way line of said Valley Street 250.00 feet to the POINT OF BEGINNING.

The above described lot or parcel of land contains 1,250 square feet more or less.

Meaning and intending to describe a portion of Valley Street 5 feet in width and 250 feet in length in the City of Portland, County of Cumberland, State of Maine.