

Order 72-16/17

Passage: 7-0 (Ray, Thibodeau absent) on 10/17/2016

Effective 10/27/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING A LICENSE TO PORTLAND NORWICH GROUP LLC

ORDERED, that a license allowing encroachments by foundation footings, an underground electric vault and window and door canopies in the public right-of-way is hereby approved for Portland Norwich Group LLC in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

LICENSE AGREEMENT
(Fore Street and Hancock Street)

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 **PORTLAND NORWICH GROUP LLC**, a Delaware limited liability company (hereinafter the “Grantee”) with its principal place of business in Sanibel, County of Lee and State of Florida, having a mailing address of 500 Sawgrass Place, Sanibel, FL 33957 (hereinafter the “Licensee”), and Licensee’s successors and assigns as set forth herein, a license (revocable only as hereinafter set forth in section 4, below) to occupy and use portions of property of the City being known as Fore Street and Hancock Street, in Portland, Cumberland County, Maine. The land of City abuts the property of Licensee conveyed to Licensee by Warranty Deed from Ocean Gateway Garage, LLC to the Portland Norwich Group LLC, dated November 18, 2015, recorded in said Registry in Book 32746, Page 289, being “Parcel 1—Development Parcel” therein.

The purpose of this License is to allow installation and encroachment by certain portions of the buildings, improvements and appurtenances, to be constructed by Licensee, onto the City’s property, such encroachments being described as follows: (i) footings for building foundations under the proposed sidewalk areas on Hancock Street; and (ii) window and door canopies and/or awnings along Hancock Street; and (iii) an underground electrical vault and related facilities into Fore Street. The forgoing installations and encroachments are shown, generally, on the attached **Exhibit A**.

The License granted in this License Agreement is subject to the following conditions:

1. **Indemnification**. Licensee, its successors and assigns, shall indemnify the City, its officers, agents, and employees from any and all claims which arise out of Licensee’s use, or the use by others under authority from Licensee, of the City’s property encroached upon as described above.

2. **Insurance**. Licensee, its successors and assigns, shall procure and maintain liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit (or any amount noted in the Maine Tort Claims Act, as 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. This provision in no way waives the immunities and limitations on damages provided to the City by the Maine Tort Claims Act.

3. Assignment. This License Agreement is assignable to any subsequent owners of the buildings located on the land described on the approved site plan for an “AC Hotel” for Norwich Portland Group LLC, having a project address of “158 Fore Street,” and located on Fore Street, Hancock Street and Thames Street, Portland, Maine, such buildings being depicted on the attached **Exhibit A**. This License Agreement shall also be for the benefit of any mortgagee or secured party of Licensee.

4. Revocation. This license may only be revoked or terminated by City upon the giving of not less than six (6) months written notice by the City to Licensee, its successors and assigns, and only in the event that: (a) the buildings shown on the attached plans (**Exhibit A**) fail to be constructed substantially in accordance with such plans or any amendments thereto; or (b) the buildings, as shown on such plans or any amendments thereto, are destroyed, removed or otherwise hereafter cease to exist for a period of not less than three (3) years following such destruction or removal without any reconstruction or replacement having been commenced.

The buildings and improvements referred to herein are to be constructed on the land identified as Lot 1 on a plan prepared by Owen Haskell, Inc. entitled “Recording Plat, 158 Fore Street” recorded in said Registry in Plan Book 216, Page 185 (the “Plan”).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by Jon P. Jennings, its City Manager, duly authorized, on October ____, 2016.

CITY OF PORTLAND

By: _____
Jon P. Jennings, its City Manager

STATE OF MAINE
CUMBERLAND, ss.

October ____, 2016

PERSONALLY APPEARED the above named Jon P. Jennings, 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,

Notary Public/Attorney at Law
Print name:
My commission expires:
SEAL

[Next page is Licensee signature.]

IN WITNESS WHEREOF, Portland Norwich Group LLC has executed, acknowledged and accepted this instrument on October _____, 2016.

Witness

PORTLAND NORWICH GROUP LLC

By: _____
Name: David Leatherwood
Its Manager

STATE OF FLORIDA
LEE, ss

October ____, 2016

PERSONALLY APPEARED the above named David Leatherwood and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Portland Norwich Group LLC.

Before me,

Notary Public
Print name:
My commission expires:

SEAL

Exhibit A: Installations and Encroachments

AC HOTELS by MARRIOTT

Fore Street / Hancock Street / Thames Street
Portland, Maine

REVISION:

ISSUED:
09-27-16 ROW OVERLAY PLAN
10-11-16 ROW OVERLAY PLAN

project architect: KAK
drawn by: DLS

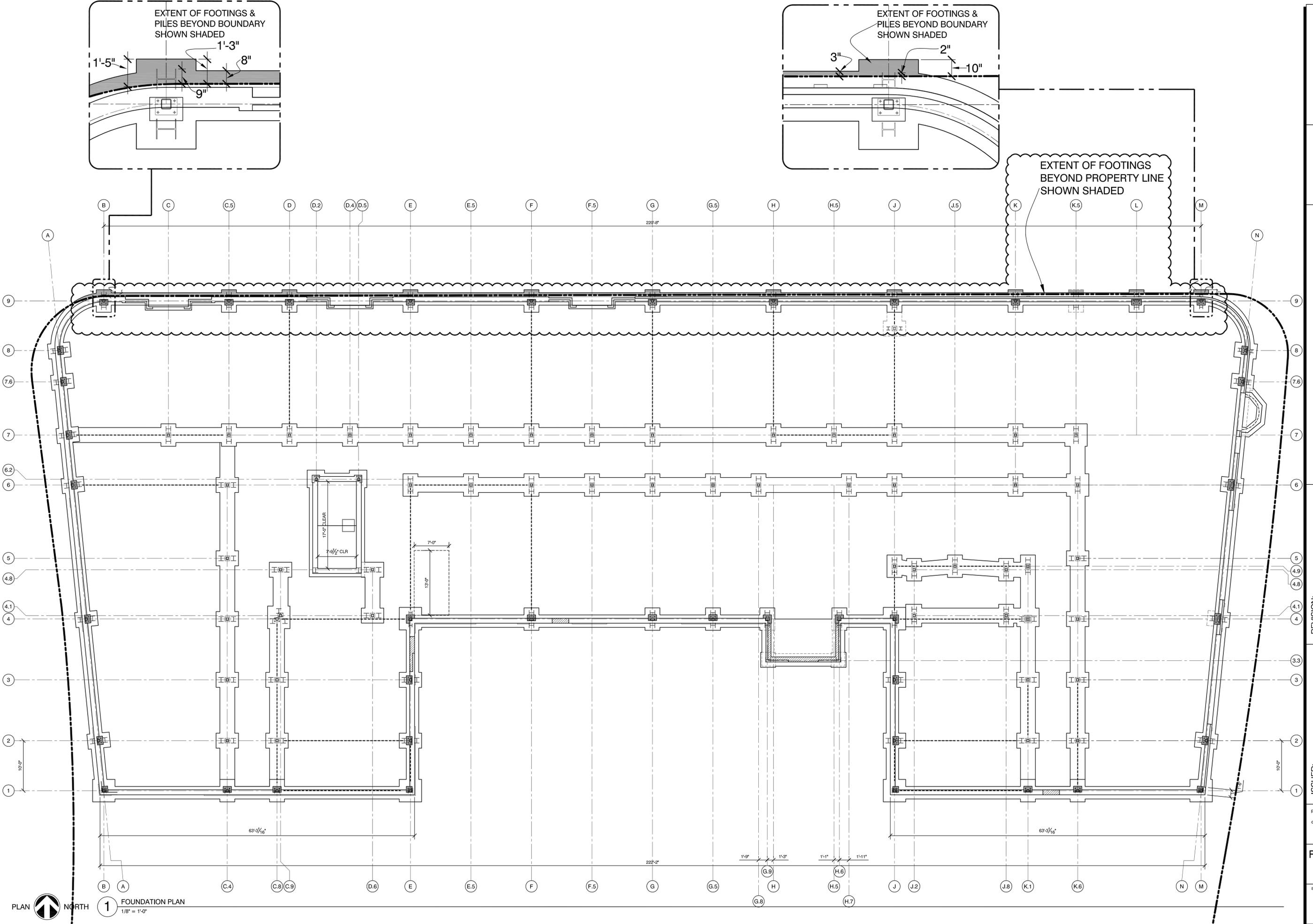
FOUNDATION PLAN

sheet number:

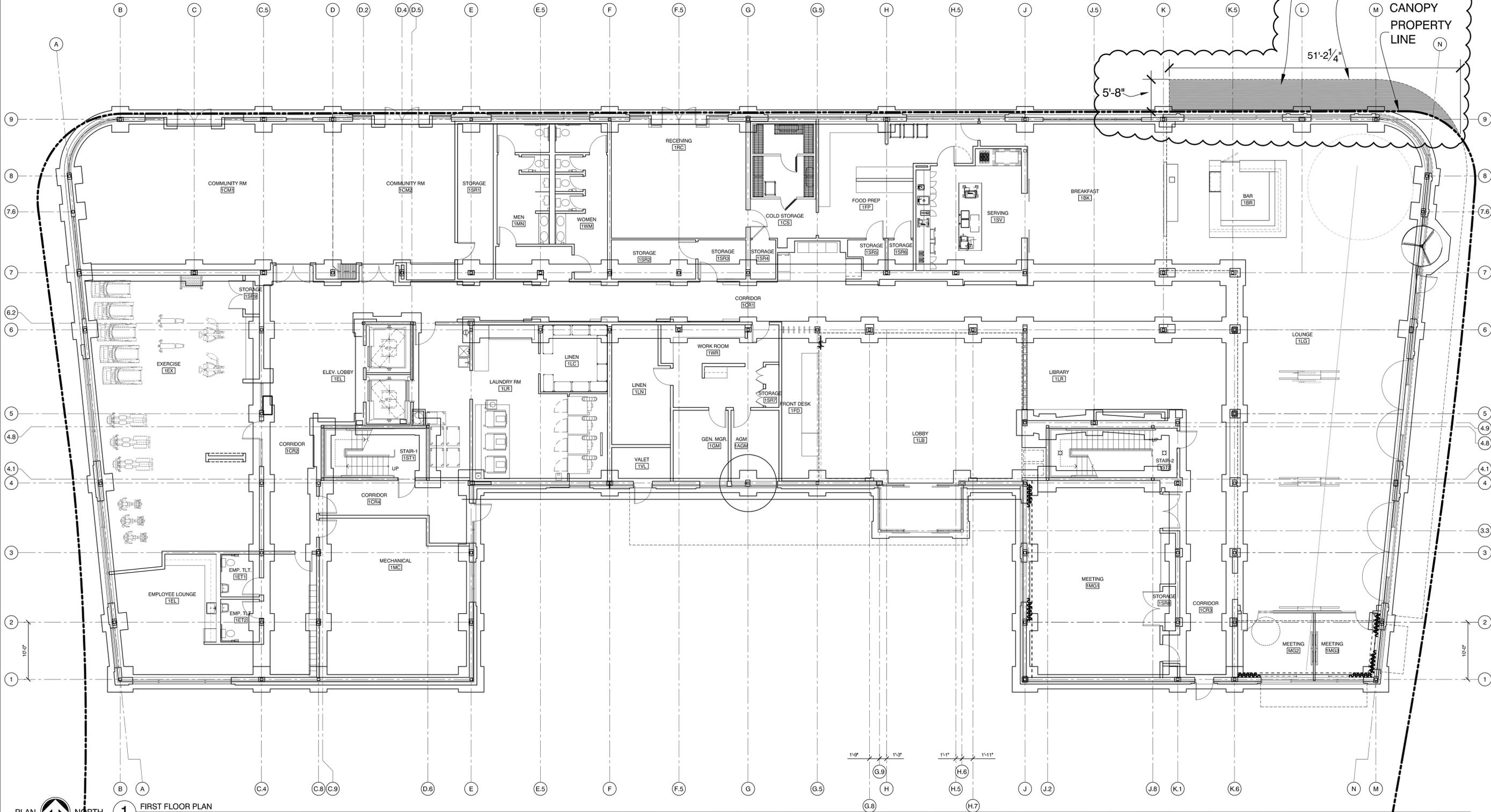
S1.01



1 FOUNDATION PLAN
1/8" = 1'-0"



HANCOCK STREET



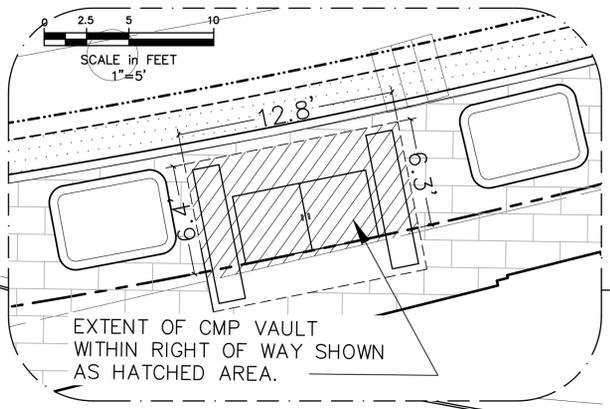
AC HOTELS by MARRIOTT
Fore Street / Hancock Street / Thames Street
Portland, Maine

ISSUED:
09-27-16 ROW OVERLAY PLAN
10-11-16 ROW OVERLAY PLAN

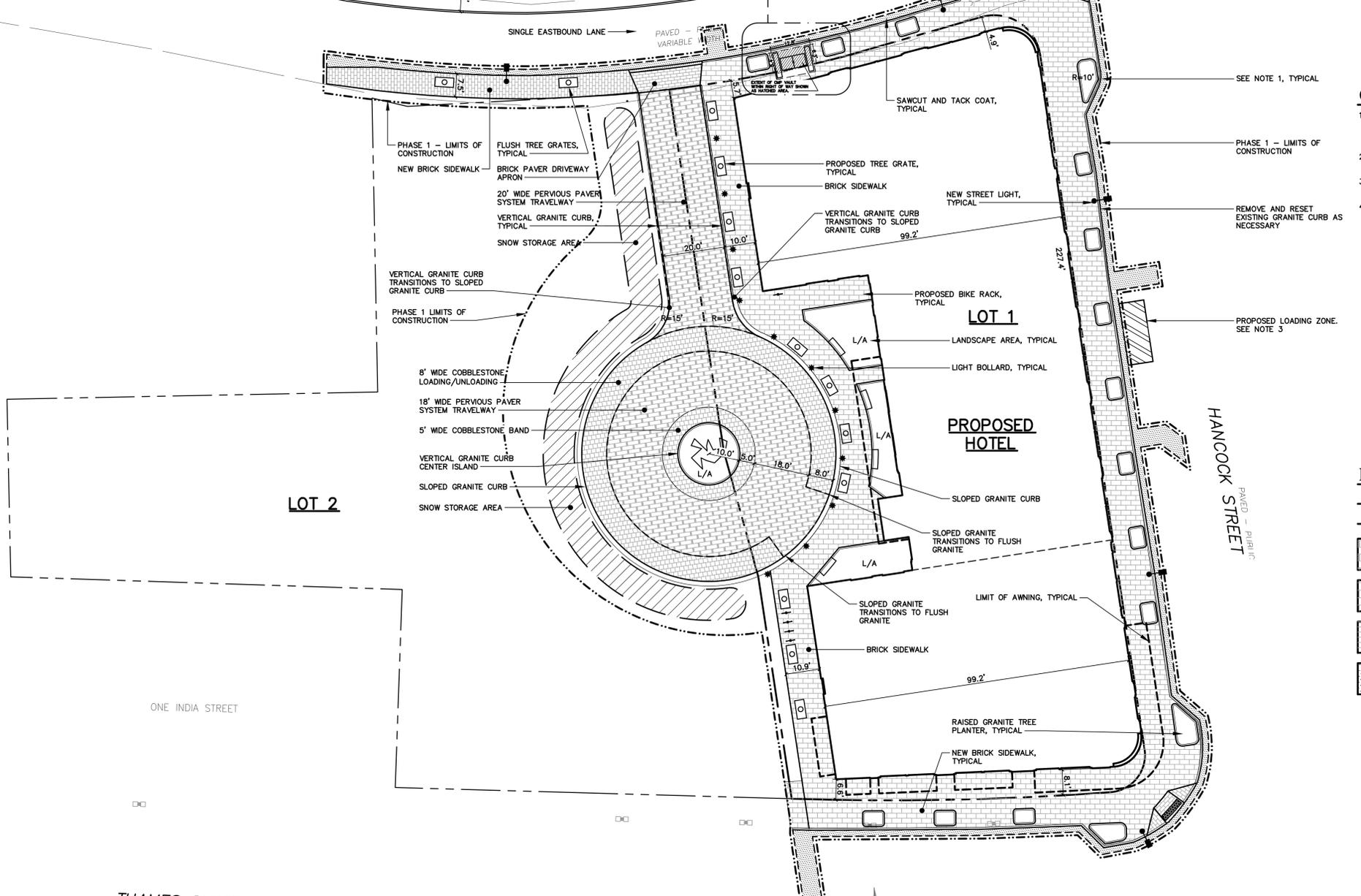
project architect: KAK
drawn by: AMQ

FIRST FLOOR PLAN

sheet number:
A1.01



EXTENT OF CMP VAULT
WITHIN RIGHT OF WAY SHOWN
AS HATCHED AREA.



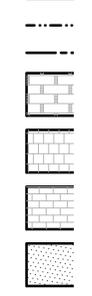
SPA

- MINIMUM ROAD FF BUILDING
- FRC
- SIDE
- REZ
- BUII

GEN

1. ALL RIGHT AREZ MINIK
2. COOF PORT
3. COOF WITH
4. ALL DESI AND

LEG



COMMERCIAL STREET
PAVED - PUBLIC 100' WIDE

THAMES STREET

INDIA STREET
PAVED - PUBLIC 66' WIDE

N/F MAINE D.O.T. 26' WIDE
"RAIL CORRIDOR"