

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine, and located at P.O. Box 3553, 225 Douglass Street, Portland, Maine 04104-3553 (hereinafter the "**DISTRICT**") and **MAINE PORT AUTHORITY**, a body both corporate and politic with a mailing address of 460 Commercial Street, Portland, ME 04101 (hereinafter the "**OWNER**").

WHEREAS, OWNER owns certain real property located at West Commercial Street, Portland ME; and

WHEREAS, the DISTRICT is repairing and replacing a section of the existing combined sewer storm water overflow pipe (CSO) located on the parcel as shown on the attached Exhibit A map ("Work"); and

WHEREAS, in order to perform the Work, the DISTRICT and its agents must work with people and machines within the bounds of the Property owned by the **OWNER** to perform the Work ; and

NOW, THEREFORE, in consideration of the foregoing and the covenants herein contained, the OWNER hereby grants to **DISTRICT** the following rights in and to the Property:

1. A license to enter in, over and under the Property at reasonable times for the purposes and on the terms and conditions set forth herein;
 - a. Purpose. The purpose shall be a right of access by people and machinery for the purpose of performing the Work.
 - i. The **DISTRICT** and its contractor shall be allowed to enter the Property to perform the above-described work for a period beginning on the date of this Agreement and ending no later than November 30, 2020.
 - ii. The **OWNER** reserves all other rights not inconsistent or incompatible with the rights granted herein to the **DISTRICT**.
 - iii. The **DISTRICT** acquires no other rights in and to the Property.
 - b. The **DISTRICT** will obtain any and all necessary Federal, State or Local permits required in connection with the repairs and modifications being conducted.
2. The Work shall be done by the **DISTRICT** at its sole cost and expense in such manner as will not unreasonably interfere with use of the Property. Upon completion of the Work, all disturbed areas shall be restored to the condition that existed prior to the entry by **DISTRICT** and its contractor, which restoration shall be at the sole cost and expense of the **DISTRICT**.
3. The **DISTRICT** shall require any contractors or subcontractors performing work for **DISTRICT** under the terms of this License to obtain general liability insurance with a

minimum amount of \$1,000,000 coverage. This License Agreement is a written contract requiring the Maine Port Authority to be "named as Additional Insured with respect to General Liability" as referenced in a Certificate of Liability Insurance (form ACORD 25 (2016/03)) issued by Acord insurance and dated October 27, 2020 (the "Certificate"), which Certificate is attached as Exhibit B. The **DISTRICT** represents and warrants that the primary named insured on the Certificate, Gorham Sand & Gravel Inc., is the contractor who will perform work on the **DISTRICT's** behalf under this License Agreement.

4. The **DISTRICT** shall indemnify and hold harmless the **OWNER** from any and all claims that arise for the performance of Work under this License Agreement, provided that nothing in this License Agreement is intended to waive the immunities, limits of liabilities, and defenses provided to the **DISTRICT** by any law, including but not limited to the Maine Tort Claims Act, 14 M.R.S. § 8101 *et seq.*
5. This License shall expire upon the completion of the restoration and repair of the Property or November 30, 2020, whichever occurs first.
6. This instrument is a License and no provision hereof shall be construed as conveying an easement or any other estate in land.
7. This document may be signed in counterparts, with all counterparts together constituting a single original. This document may be signed and/or saved electronically, with such electronic signatures and records being given the same effect as a paper document signed in ink.

IN WITNESS WHEREOF, the **DISTRICT** and **OWNER** have set their hands and seals on this 28 day of October, 2020.

PORTLAND WATER DISTRICT

Donna Katsiaficas

Witness

CM Lewis

By: Carrie M. Lewis

Its: General Manager

MAINE PORT AUTHORITY

Jon Nass

By: Jon Nass

Its: Chief Executive Officer

Donna Katsiaficas

Witness