

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Coalition for a Better Acre, Inc., to encroach upon City of Lowell property at 555 Merrimack Street, Lowell, Massachusetts, for two (2) bay windows and cornice projecting from building and overhanging sidewalk.

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BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

The City Manager is hereby authorized to enter into a License Agreement with Coalition for a Better Acre, Inc. to encroach upon the City of Lowell property at 555 Merrimack Street, for two (2) bay windows and a cornice overhanging the sidewalk to the extent of, and more particularly described in Exhibit "A" attached hereto and made a part of this License Agreement.

Said License shall be predicated upon adequate insurance coverage which coverage shall be kept in force so long as said encroachment continues under this License, and that in the event of a sale or transfer of said property, that said License shall be assignable or transferable to any successor of the License herein subject to the provisions of said License Agreement.

In the event that said insurance coverage shall be cancelled or lapses without being renewed or replaced, then said License hereunder shall be forthwith terminated and Licensee shall have to cease and desist from said encroachment.

Said License shall be in accordance with the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "Licensor," and Coalition for a Better Acre, Inc., with principal place of business at 517 Moody Street, Lowell MA 01854, hereinafter called "Licensee," WITNESSETH THAT:

The Licensor hereby grants to the Licensee a license for two (2) overhanging bay windows and a cornice to encroach upon the City of Lowell property at 555 Merrimack Street, Lowell, Massachusetts to the extent of, and more particularly described in Exhibit "A" and shown on Exhibit "B", both attached hereto and made a part of this License Agreement.

IT IS FURTHER AGREED that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the City as one of the "insured", and agrees hereby to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the property at any time during the period of said License granted hereunder.

If said insurance policy is cancelled or lapses without being forthwith renewed, or replaced or for any other breach of the License provisions, then said License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the property. Evidence of said insurance shall, at all times, be sent to the Building Department of the City of Lowell.

Said License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as said use of the premises continues under this License.

This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated February 9, 2021.

The Licensee hereby releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of said License for two (2) overhanging bay windows and a cornice to encroach upon the City of Lowell property at 555 Merrimack Street, Lowell, Massachusetts.

The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall be returned in the same condition as when license commenced, reasonable wear and tear excluded. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed premises.

Inherent in this License Agreement is the unilateral right of the Licensor to cancel this license at any time upon written notice thereof to the Licensee for any reason.

The Licensee shall pay for the cost of recording this License at the Middlesex North District Registry of Deeds.

It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this      day of February, 2021.

Coalition for a Better Acre, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Claire Ricker, Director

APPROVED AS TO FORM:

CITY OF LOWELL

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

\_\_\_\_\_  
Eileen M. Donoghue  
City Manager

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me the undersigned Notary Public, personally appeared Eileen M. Donoghue, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
, Notary Public  
My commission expires:

vote:lic

## **DESCRIPTION**

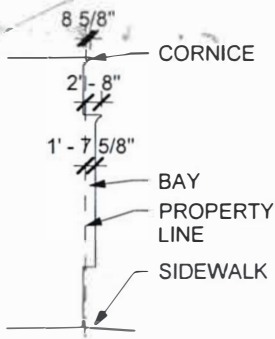
### **TWO BAY WINDOWS AND CORNICE PROJECTING FROM BUILDING INTO MERRIMACK STREET AT 555 MERRIMACK STREET**

Merrimack Street, north easterly side:

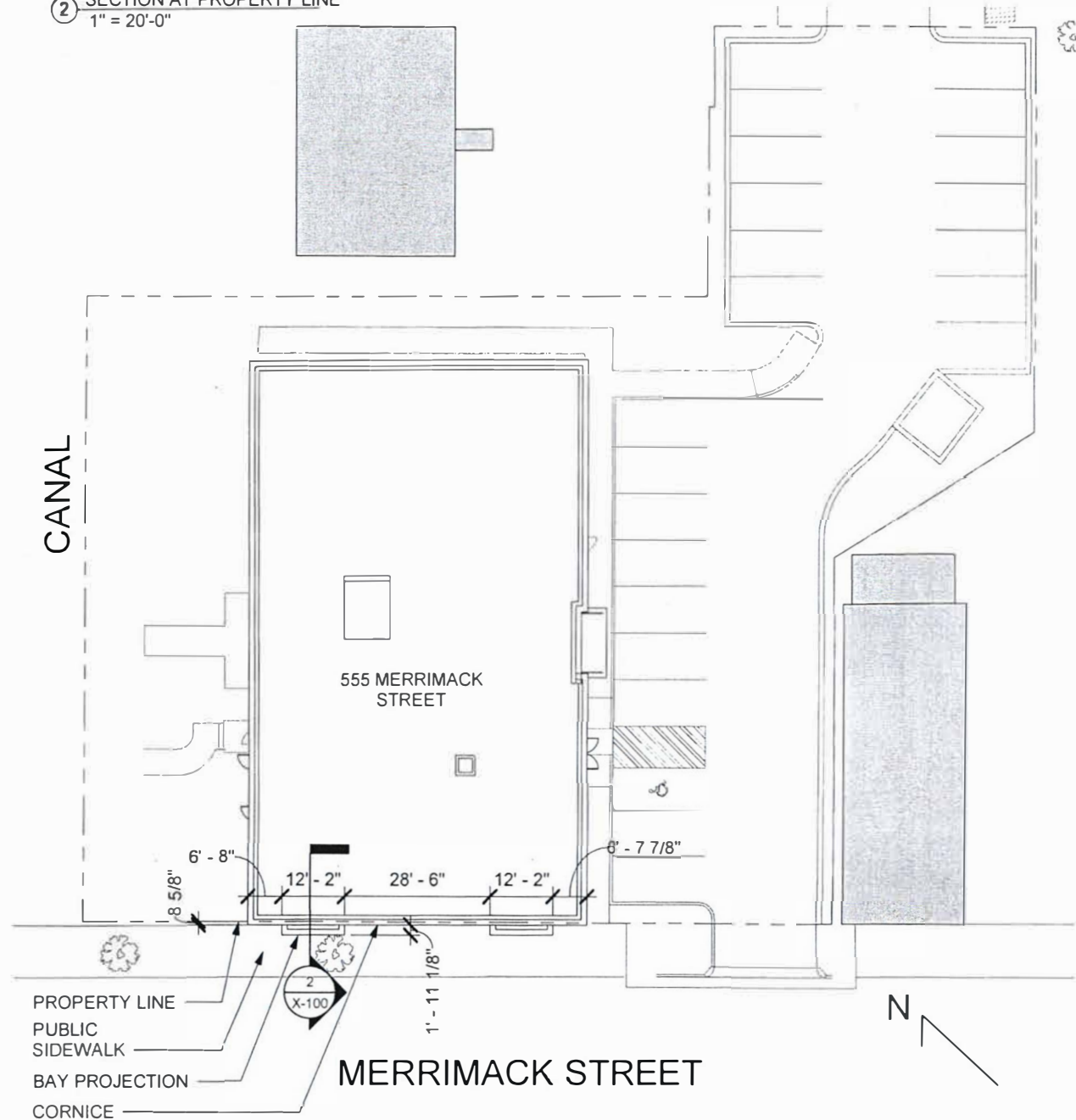
Two bay windows: each bay window twelve feet two inches wide by twenty five feet high. Each bay window will extend two feet eight inches from the face of the existing building, approximately ten feet above the sidewalk.

Cornice: sixty six feet wide by one foot six inches high extending nine inches from the face of the existing building, approximately forty three feet above the sidewalk.

**“A”**



② SECTION AT PROPERTY LINE  
1" = 20'-0"



① SITE LAND DISPOSITION  
1" = 20'-0"

555 MERRIMACK STREET

LAND DISPOSITION

LOWELL, MA 01854  
216036

10/30/20



"B"