

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Luke's Roast Beef LLC, to encroach upon the City of Lowell property along the side of building at 1317 Middlesex Street at Foster Street, Lowell, Massachusetts.

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 Luke's Roast Beef, LLC, to encroach upon the City of Lowell property along the side of building at 1317 Middlesex Street at Foster Street for an overhanging awning 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 Luke's Roast Beef, LLC, with principal place of business at 1317 Middlesex Street, Unit A, Lowell, MA 01851, hereinafter called "Licensee," WITNESSETH THAT:

The Licensor hereby grants to the Licensee a license for an overhanging awning to encroach upon the City of Lowell property along the side of building at 1317 Middlesex Street at Foster 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 November 20, 2018.

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 the overhanging awning to encroach upon the City of Lowell property along Foster 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 November, 2018.

Luke's Roast Beef, LLC

Witness

By:_____

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 _____, 2018, 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 he signed it voluntarily for its stated purpose.

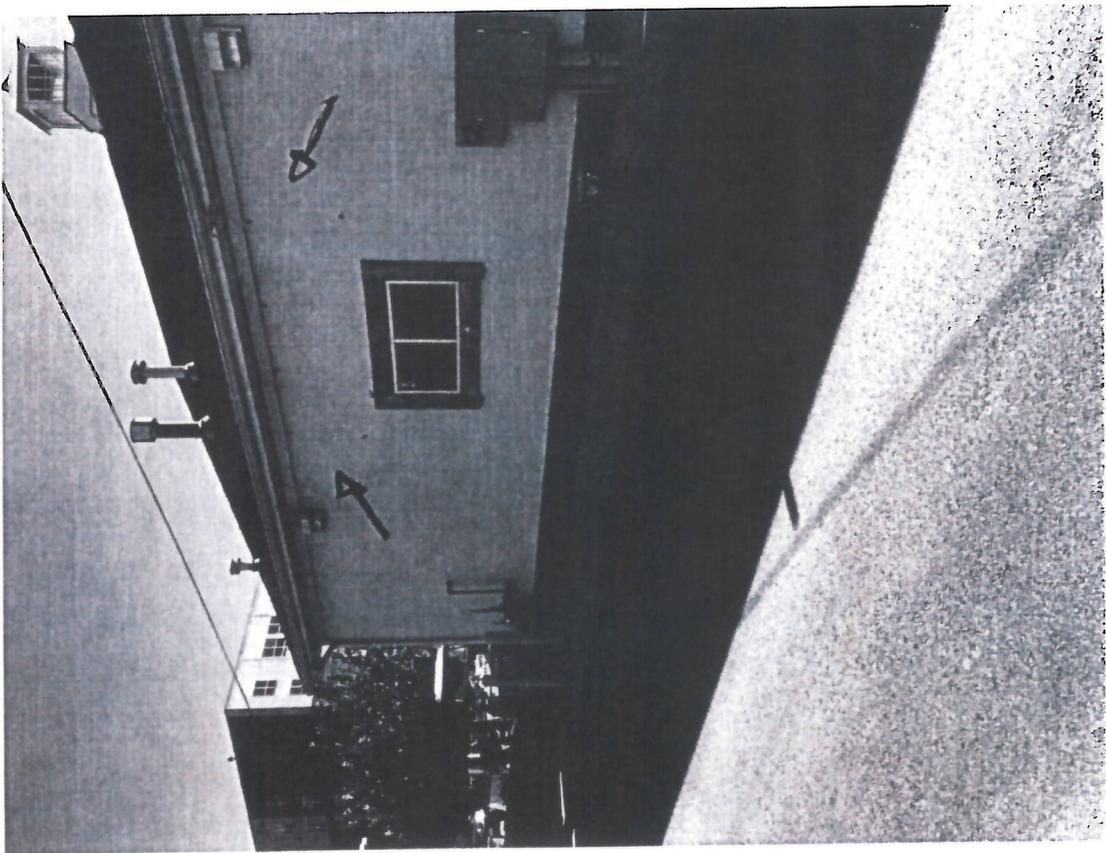
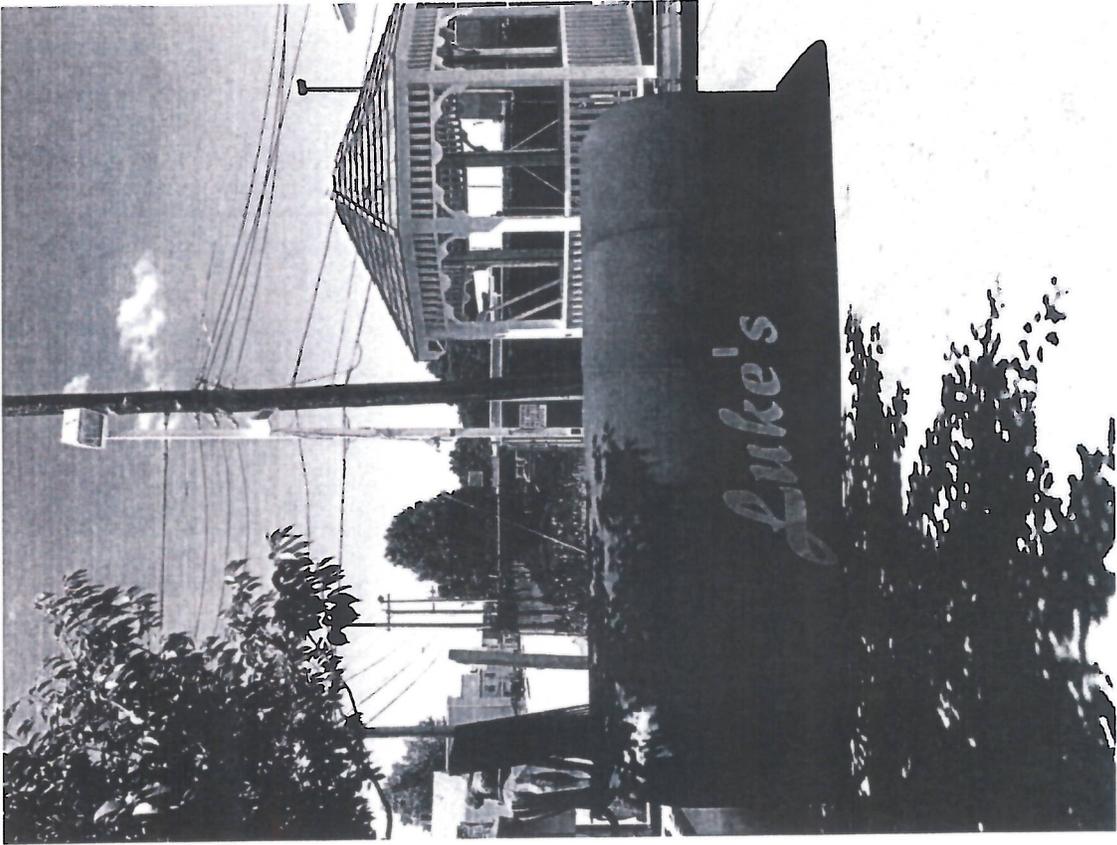
My commission expires: _____, Notary Public

vote:lic

**DESCRIPTION OF AWNING ALONG SIDE OF BUILDING ON
FOSTER STREET AT 1317 MIDDLESEX STREET**

Foster Street, easterly side: Awning, eleven feet eight inches long, four feet tall, extending two feet nine inches from face of the building approximately nine feet above sidewalk and a take-out window along the side of the building.

EXHIBIT "A"



"B"



City of Lowell - Law Department

375 Merrimack Street, 3rd Floor • Lowell MA 01852-5909
Tel: 978.674.4050 • Fax: 978.453.1510 • www.lowellma.gov

Christine P. O'Connor
City Solicitor

Rachel M. Brown
1st Assistant City Solicitor

Gary D. Gordon
John Richard Hucksam, Jr.

Adam LaGrassa
Hannah Pappenheim

Elliott J. Veloso
James F. Wellock
Assistant City Solicitors

November 16, 2018

City Manager Eileen M. Donoghue
Mayor William Samaras
and
Members of the City Council

Re: License Agreement

Dear Manager Donoghue, Mayor Samaras and Members of the City Council:

Enclosed please find a License Agreement with Luke's Roast Beef, LLC to encroach on City property along the side of building at 1317 Middlesex Street at Foster Street for an overhanging awning at this business.

The owner's design has been approved by the City Engineers.

Very truly yours,

Christine P. O'Connor
City Solicitor

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