COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Street, Lowell, Massachusetts. Telecommunications Corporation to encroach upon the City of Lowell property at 246 Market Authorizing the City Manager ō enter into а License Agreement with Lowell

-

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

attached hereto and made a part of this License Agreement. Street for an overhanging sign to the extent of, and more particularly described in Exhibit "A" Telecommunications Corporation to encroach upon the City of Lowell property at 246 Market The City Manager is hereby authorized to enter into a License Agreement with Lowell

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

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

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

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

"Licensor," and Lowell Telecommunications Corporation, with principal place of business at P.O. Box 803, LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF WITNESSETH THAT: 246 Market Street, Lowell, MA 01852, hereinafter called "Licensee,"

made a part of this License Agreement. more particularly described in Exhibit "A" and shown on Exhibit "B", both attached hereto and the City of Lowell property at 246 Market Street, Lowell, Massachusetts to the extent of, and The Licensor hereby grants to the Licensee a license for an overhanging sign to encroach upon

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

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

insured party, which coverage shall be kept in force so long as said use of the premises continues coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an Said License shall be predicated upon and shall not be in effect until adequate insurance 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 January 15, 2019.

including attorney's fees, whatsoever from any and all claims for damage or injury to persons or upon the City of Lowell property at 246 Market Street, Lowell, Massachusetts. property which might occur on account of said License for the overhanging awning to encroach agents, officers, servants and employees from any and all claims, demands and liabilities, The Licensee hereby releases and agrees to indemnify and hold harmless the City of Lowell, its

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

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

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

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

Signed and sealed this day of January, 2019

Lowell Telecommunications Corporation

Witness Ву: James L. Canavan, Jr. President

APPROVED AS TO FORM: CITY OF LOWELL

Christine P. O'Connor Eileen M. Donoghue

City Solicitor

City Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

per sig	evi	per	
person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.	evidence of identification, which was Notary's personal knowledge of the individual, to be the	personally appeared Eileen M. Donoghue, City Manager, proved to me through satisfactory	On this
is signed on the for its stated purp	ation, which was	Eileen M. Dono	day of
e preceding doc	Notary's person	oghue, City Mar	, 2019,
ument, and ackı	nal knowledge o	nager, proved to	before me the u
nowledged to m	f the individual,	me through sa	, 2019, before me the undersigned Notary Public,
e that he	to be the	tisfactory	y Public,

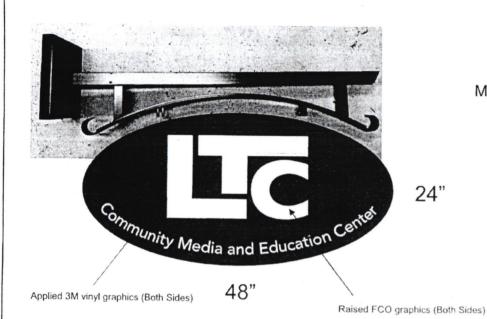
My commission expires:

vote:lic

DESCRIPTION

SIGNS PROJECTING FROM BUILDING INTO MARKET STREET ABOVE FRONT ENTRANCE 246 MARKET STREET

aluminum bracket, extending five feet from the face of existing building, approximately ten feet above sidewalk, to the left of the main entrance of the building. Market Street southerly side: Sign four feet wide by two feet high attached to an



Welded aluminum bracket and sign. Mount to building in same place as existing. Non Illuminated.

Custom Sign Advertising

3 Lakeland Park Peabody, MA 01960

(978) 535-6600 Fax (978) 536-5051

acmesigncorp.com



October 3, 2018

STREET 246 Market St.

TOWN: Lowell, MA

REP. Brian B

SCALE: None





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C) distribute copies of the design by sale or other transfer and D) display the design publicly.

110 VOLTS

(UL) Primary Electrical To Sign
Is To Be Provided By Others.
20 Amp Dedicated Circuit With No Shared Neutrals And A Ground Returning To The Panel Is Required For All Installations.

Colors Represented In This Drawing Are For Presentation Purposes Only. They Will Not Match Your Finished Product Perfectly, Color Call-Outs Are For A Match As Close As Possible.

REVISED	DATE	Page 1 of 1
		PRELIMINARY FINAL ACCEPTANCE



City of Lowell - Law Department

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

Christine P. O'Connor City Solicitor

Rachel M. Brown

1st Assistant City Solicitor

John Richard Hucksam, Jr. Gary D. Gordon Adam LaGrassa

Assistant City Solicitors

Hannah Pappenheim

Elliott J. Veloso

January 10, 2019

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

License Agreement

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

City property at 246 Market Street for an overhanging sign at this business. Enclosed please find a License Agreement for Lowell Telecommunications Corporation to encroach on

The design has been approved by the Historic Board and reviewed by the City Engineer.

Very truly yours,

Christine P. O'Connor City Solicitor

Janston P. C