

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Lupoli Companies, LLC to encroach upon City of Lowell property at 165 Thorndike Street, for four (4) overhanging signs and overhanging lights for Thorndike Exchange, 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 Lupoli Companies, LLC to encroach upon the City of Lowell property at 165 Thorndike Street, for an overhanging sign for the Thorndike Exchange, Lowell, Massachusetts 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 Lupoli Companies, LLC, with principal place of business at 290 Merrimack Street, Lawrence, MA 01843, hereinafter called "Licensee," WITNESSETH THAT:

The Licensor hereby grants to the Licensee a license for four (4) overhanging signs and lights to encroach upon the City of Lowell property at 165 Thorndike Street for the Thorndike Exchange, 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 May 21, 2019.

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 four (4) overhanging signs and lights which encroach upon the City of Lowell property at 165 Thorndike 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 May, 2019.

Lupoli Companies, LLC

Witness

By: _____
Salvatore N. Lupoli, Manager

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 _____, 2019, 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

FOUR SIGNS AND LIGHTS PROJECTING FROM BUILDING ABOVE THE SIDEWALK AT 165 THORNDIKE STREET

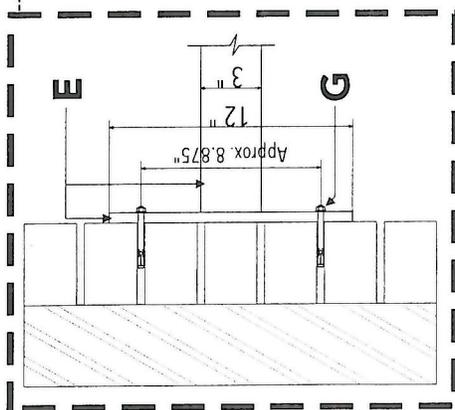
Thorndike Street, westerly side:

Signs 1 & 2: each sign three feet three inches wide by eighteen feet high attached to a twelve inch bracket. The sign will extend four feet three inches from the face of the existing building, approximately eighteen feet above the sidewalk. Sign to be illuminated by two light fixtures extending three feet from the face of the building.

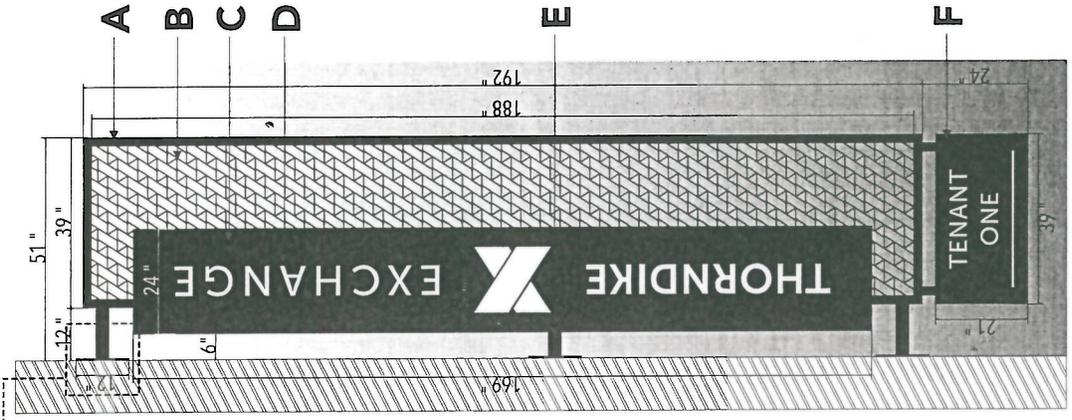
Signs 3 & 4: each sign three feet one half inch wide by seven and one quarter of an inch high attached to the face of the building. The sign will extend three feet one half inch from the face of the existing building, approximately ten feet above the sidewalk.

LOCATIONS 7 & 8

NOTES **LOC.7-10**
EXTERNALLY ILLUM. BLADE SIGNS
 Quantity: 4
A 2" sq. alum. tube frame, painted Black.
B .375" thick alum. panel w/ custom waterjet cut pattern. Painted Black.
C .125" thick alum. panel fastened to tube frame. Painted Black.
D .125" thick alum. copy, painted White and mechanically fastened to panel.
E 2" x 3" x 12" rectangular alum. tube arms, welded to 12" square alum. plate. All painted Black.
F 21" x 39" x 2" deep tenant pan signs welded to bottom of frame and painted Black. Faces to be removable so that tenants can be changed out. White vinyl graphics applied to both sides.
G Hilti sleeve anchors (3" emb. typ.) mounted into grout lines per historic.
SURVEY REQUIRED
 Measure area to get spacing for grout line mounting.
Square Footage: 58.5
RELEASE TO PRODUCTION:
 Work Order:



SECTION OF MOUNTING



(2) LIGHT FIXTURES:
 PAR20 120V Modern Straight Arm Directional Double Bullet Sign Lighter SL8-PAR20BLTD
SURVEY REQUIRED
 Measure area to get spacing for grout line mounting.



- PAINT COLORS:**
 Black (Satin)
 White (Satin)
VINYL COLORS:
 3M HP #10 White



WWW.METROSIGN.NET PHONE: 978.851.2424 FAX: 978.851.2022 170 LORUM STREET TEWKSBURY MA 01876

Customer/Job Location:
Lupoli Companies
 Thorndike Exchange • Lowell, MA

DWG. DATE: 3.13.2019
 Rev.1: 3.29.19 added mounting.
 Rev.2:
 Rev.3:

Approval: Approved Approved As Noted Date: _____ X

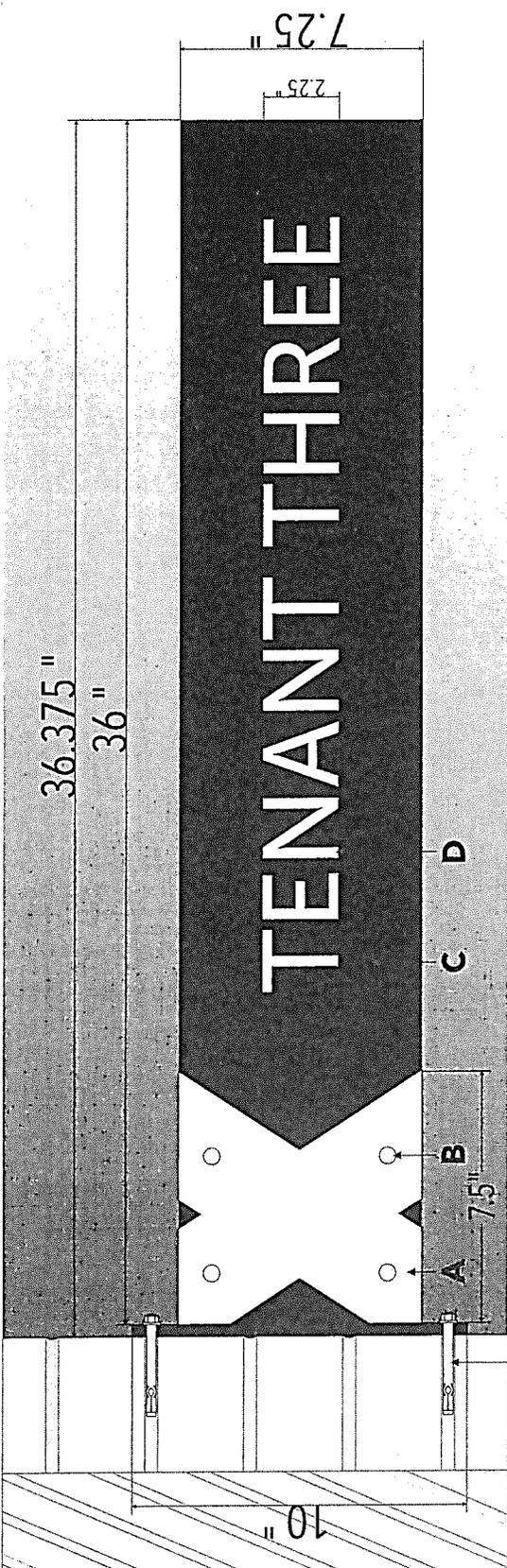
File Name: Lupoli_Thorndike_Exterior_19-20551.fs

Sales: EB **Design:** JP **P.Mgr:** MG
Drawing # 19-20551-4ar1

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"B"

LOCATIONS 11 & 12



NOTES LOC.11-14

ALUMINUM BLADE SIGNS

- Quantity: 4
- A** Custom fabricated alum. bracket, welded to base plate. All painted White.
- B** Mechanical fasteners through the bracket and the face of the alum. pan. Heads painted White.
- C** 7.25" x 36" w x 1.5" thick alum. pan sign, painted Black (Satin).
- D** Tenant copy: 3M HP #10 White vinyl, applied to both sides.
- E** Hilti sleeve anchors (3" emb. typ.) mounted into groud lines per historic.

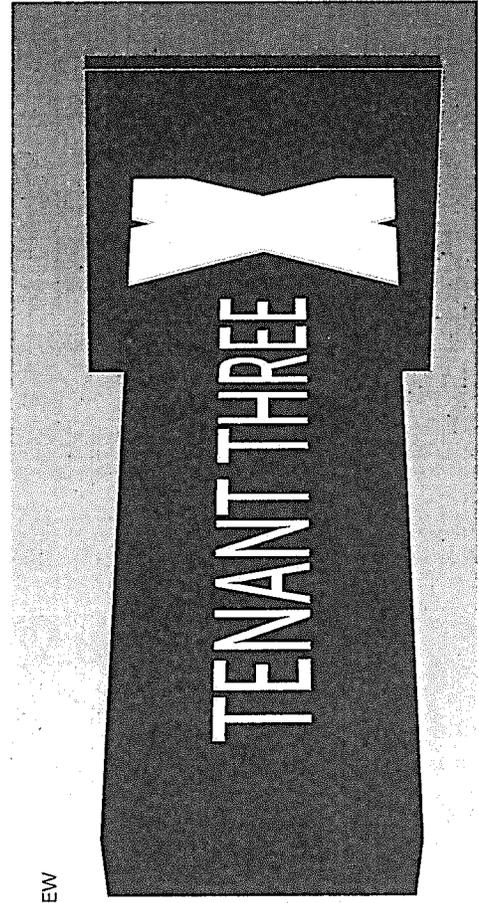
SURVEY REQUIRED

Measure area to get spacing for groud line mounting.

Square Footage: 1.8

RELEASE TO PRODUCTION:

Work Order:



3D VIEW

- PAINT COLORS:**
- Black (Satin)
 - White (Satin)

- VINYL COLORS:**
- 3M HP #10 White



WWW.METROSIGN.NET PHONE: 978.851.2424 FAX: 978.851.2022 170 LORUM STREET TEWKSBURY, MA 01876

Customer/Job Location: **Lupoli Companies**
 Thorndike Exchange • Lowell, MA

DWG. DATE: 3.13.2019 Approval: Approved Sales: EB Designer: JP PMgr: MJC
 (Rev.1: 3.29.19 rev. specified mounting.) Date: _____ X Drawing #: 19-20551-5ar1

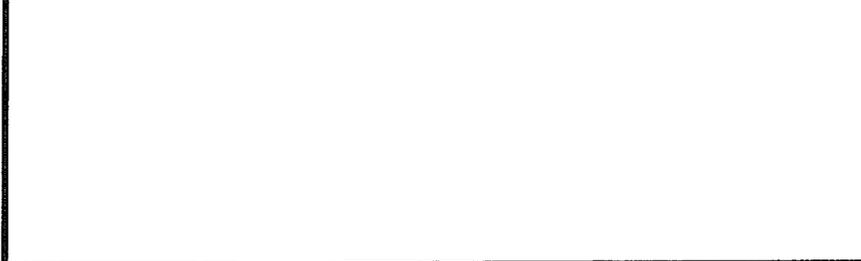
Rev.2: _____ File Name: Lupoli_Thorndike_Exterior_19-20551.fs
 Rev.3: _____

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"B"

NOTES LOC 7-14

BUILDING MOUNTED
SIGN LOCATIONS



RELEASE TO PRODUCTION:

Work Order:



TEWKSBURY MA 01876
Sales: EB Design: JP P.Mgr: MG
Drawing # 19-20551-6

1770 LORUM STREET
PHONE: 978.851.2424 FAX: 978.851.2022
Approval: Approved Approved As Noted Date _____
File Name: Lupoli_Thorndike_Exterior_19-20551.fs

DWG. DATE: 3.29.2019
Rev.1:
Rev.2:
Rev.3:

WWW.METROSIGN.NET
Customer/Job Location:
Lupoli Companies
Thorndike Exchange • Lowell, MA

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"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

Stacie M. Moeser

Hannah Pappenheim

Elliott J. Veloso

Assistant City Solicitors

May 16, 2019

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 Lupoli Companies, LLC to encroach on City property at 165 Thorndike Street for overhanging signs and lights at Thorndike Exchange.

The attached sign design has been approved by the Historic Board and reviewed by the City Engineers.

Very truly yours,

Christine P. O'Connor
City Solicitor