

MEMORANDUM OF LEASE

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THIS LEASE made and entered into this 18th day of March, 1983, by and between CITY OF PORTLAND, a municipal corporation with a place of business in Portland in the County of Cumberland and State of Maine, (hereinafter referred to as "Landlord"), of the one part; and PIZZAGALLI DEVELOPMENT COMPANY, a Vermont general partnership with a place of business at Portland, in the County of Cumberland and State of Maine, (hereinafter referred to as "Tenant"), of the other part.

W I T N E S S E T H:

1. Premises. The Landlord hereby leases to Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and conditions set forth in this Memorandum of Lease, and upon and in accordance with the rents, covenants, terms, provisions and conditions contained in a certain Lease entered into by and between the parties hereto dated March 18, 1983 which lease is incorporated herein and made a part hereof, the parcel of land (which parcel is hereinafter referred to as the "demised premises"). Said parcel is located, as shown on Exhibit "A" hereto annexed and made a part hereof, at Temple Street, Portland, Maine.

2. Term of Lease. TO HAVE AND TO HOLD the demised premises unto Tenant for the terms commencing April 1, 1983 and covering a thirty (30) year period with the option to renew said Lease for two additional ten (10) year periods.

3. This instrument is executed pursuant to the provisions contained in the aforesaid Lease, and is not intended to vary the terms and conditions of said Lease.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

WITNESS:

David Laurie

David Laurie

PIZZAGALLI DEVELOPMENT COPMANY

BY: James Pizzagalli
Its Partner - Tenant

CITY OF PORTLAND

BY: Stephen T. Honey
Its City Manager - Landlord

STATE OF MAINE

CUMBERLAND, ss.

March 18, 1983

Then personally appeared the above named James Pizzagalli, Partner of Pizzagalli Development Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Pizzagalli Development Company.

Before me

William E. Robb
Justice of the Peace
Notary Public

STATE OF MAINE

CUMBERLAND, ss.

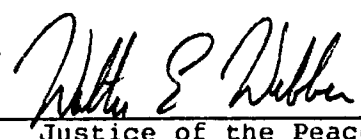
March 18, 1983

Then personally appeared the above named Stephen T. Honey, City Manager, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and

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deed of said City of Portland.

Before me,



Justice of the Peace
Notary Public

EXHIBIT A

A certain lot or parcel of land with any buildings thereon situated at the intersection of the easterly side of Temple Street with the southerly side of Federal Street, in the City of Portland, County of Cumberland and State of Maine, and being more particularly bounded and described as follows: Beginning at a point, which point marks the intersection of the easterly side of Temple Street with the southerly side of Federal Street; thence North $64^{\circ} 9' 10''$ East along the southerly side of Federal Street two hundred twenty-eight and fifty hundredths (228.50) feet to a point; thence South $32^{\circ} 1' 30''$ East one hundred twenty-four and three hundredths (124.03) feet to a point; thence North $51^{\circ} 13' 10''$ East six and sixty-nine hundredths (6.69) feet to a point; thence South $38^{\circ} 46' 50''$ East one and five tenths (1.5) feet to a point; thence North $51^{\circ} 13' 10''$ East eighty-five (85) feet to a point in the southwesterly sideline of Exchange Street; thence South $38^{\circ} 46' 50''$ East along said southwesterly sideline of Exchange Street sixty-four and twenty-five hundredths (64.25) feet to a point; thence South $51^{\circ} 13' 10''$ West eighty-four (84) feet to a point; thence South $38^{\circ} 46' 50''$ East fifty-four (54) feet to a point; thence South $53^{\circ} 2' 20''$ West fifty-five and eighty-two hundredths (55.82) feet to a point; thence North $42^{\circ} 26' 30''$ West fifteen and twenty-seven hundredths (15.27) feet to a point; thence South $47^{\circ} 33' 30''$ West one and seventy-nine hundredths (1.79) feet to a point; thence North $42^{\circ} 26' 30''$ West one and sixty-eight hundredths (1.68) feet to a point; thence South $47^{\circ} 33' 30''$ West three and fifty-seven hundredths (3.57) feet to a point; thence South $42^{\circ} 26' 30''$ East one and sixty-eight hundredths (1.68) feet to a point; thence South $47^{\circ} 33' 30''$ West thirty-six and eighty-one hundredths (36.81) feet to a point; thence South $42^{\circ} 30'$ East fifty-five and twenty-seven hundredths (55.27) feet to a point; thence South $47^{\circ} 32'$ West two and fifty-nine hundredths (2.59) feet to a point; thence South $29^{\circ} 49' 30''$ East eight and twenty-three hundredths (8.23) feet to a point; thence South $30^{\circ} 4' 30''$ East fifty-five and ninety-three hundredths (55.93) feet to a point in the northerly sideline of Middle Street; thence in a general westerly direction by the northerly sideline of said Middle Street an arc distance of eighty-two and seventy-eight hundredths (82.78) feet, the radius of said arc being four hundred forty (440) feet to a point; thence North $43^{\circ} 4' 30''$ West along the Northeasterly sideline of Temple Street three hundred seventy-eight and thirty-one hundredths (378.31) feet to the point of beginning.

Further reference may be had to a Plan captioned "Portland Renewal Authority, Maine Way, ME. R-28 Disposition Area No. 2" made by Owen Haskell, Inc. and revised as of January 10, 1983.

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Also conveying the right to locate, maintain, repair and replace subsurface foundation footings in an area extending twelve (12) inches beyond the southerly and southwesterly boundaries of the above described premises for the purposes of locating said building foundation footings for the premises to be constructed as set forth in Section 6 of the within Lease.

Also conveying the right to locate, maintain, repair and replace on the southwesterly side of said new construction a marquee, which will project out from the building a maximum width of eight (8) feet over the existing sidewalk with a length of fifty (50) feet and a minimum clearance above said sidewalk of ten (10) feet.

MAR 28 1983

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE

Received at 3:07 PM, and recorded in

BOOK 6139 PAGE 164

James J. Walsh Register