

## INDENTURE DEED WITH COVENANTS

3697

THIS INDENTURE, dated as of the 19th day of January, 1982, by and between the PORTLAND RENEWAL AUTHORITY, a public body corporate and politic created and existing under and by virtue of Chapter 217 of the Private and Special Laws of the State of Maine, 1951, as amended, hereinafter referred to as "Agency", and the CITY OF PORTLAND, MAINE, a body politic and corporate having its principal place of business at 389 Congress Street in the City of Portland, State of Maine, hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS, the Agency is the owner of the below-described parcels or lots of land and is desirous of conveying same to the City; and

WHEREAS, pursuant to Section 7(b) of the Private and Special Laws of the State of Maine, 1951, and amendments thereto; Section 112(b) of the Housing and Community Development Act of 1974; and, 24 CFR Part 570 Subpart N, the City Council of the City, the Board of Commissioners of the Agency, and the Secretary of Housing and Urban Development have each authorized the Closeout Agreement of the Mainway Project Me. R-28, dated August 8, 1980; and

WHEREAS, the Board of Commissioners of the Agency has, by Resolution adopted November 7, 1981, authorized the execution of this Indenture Deed pursuant to the said Closeout Agreement, with the Quitclaim Covenants, conveying title to the below-described parcels or lots of land; and

WHEREAS, the City Council has authorized acceptance of the Indenture Deed by Order #364 passed January 4, 1982;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and the sum of One Dollar (\$1.00) the receipt whereof the Agency hereby acknowledges, the Agency does remise, release, bargain, sell and convey, and forever

quitclaim unto the said City, its successors and assigns forever, the following parcels or lots of land:

Parcel #1 (including Disposition Parcel #1)

A certain lot or parcel of land situated on the Southeasterly side of Federal Street and the Northerly side of Middle Street, in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at the intersection of the Southeasterly sideline of Federal Street with the Northerly sideline of Middle Street; thence N52°-33'-20"E along the Southeasterly sideline of said Federal Street 316.45 feet to the Southwesterly sideline of Temple Street; thence S54°-39'-40"E along the Southwesterly sideline of said Temple Street 346.90 feet to the Northerly sideline of Middle Street; thence by the following courses along the Northerly sideline of Middle Street: S87°-40'-20"W, 98.33 feet; S87°-39'-50"W, 74.82 feet; S87°-30'-20"W, 55.18 feet; S89°-23'-50"W, 43.10 feet; N88°-46'-40"W, 83.66 feet; N86°-10'-40"W, 74.57 feet; N83°-48'-25"W, 105.57 feet to the point of beginning; said parcel containing 57,017 square feet;

Reference is made to Drawing #2 dated October 18, 1977, by Owen Haskell, Inc., title "Right of Way Plan of Spring-Middle Arterial for the City of Portland". All bearings are magnetic in the year 1967.

The said Parcel #1 includes, but is not limited to the following described parcel or lot of land known as the so-called "Golden Triangle" and described in the Mainway plan as Disposition Area #1 bounded and described as follows:

A certain lot or parcel of land situated on the Southerly side of Federal Street and lying between Middle Street and Temple Street in the City of Portland, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at the intersection of the Southerly sideline of said Federal Street and the Westerly sideline of said Temple Street, said point of beginning being distant 75.76 feet on a bearing of S11°-15'-00"W from the intersection of the Northerly sideline of said Federal Street and the Easterly sideline of said Temple Street; thence, from said point of beginning, Southerly along a curve to the right having a radius of 766.00 feet and along the Westerly sideline of said Temple Street 217.13 feet to the Northerly sideline of said Middle Street; thence S57°-02'-15"W along said Northerly sideline of Middle Street 51.64 feet; thence Westerly along a curve to the right having a radius of 140.00 feet and along said Northerly sideline of Middle Street 83.53 feet; thence N88°-46'-40"W along said Northerly sideline of Middle Street 68.66 feet; thence N86°-10'-40"W along said Northerly sideline of Middle Street 74.57 feet; thence N83°-48'-25"W along said Northerly sideline of Middle Street 32.05 feet; thence N37°-26'-40"W across land of the Grantor and across a portion of the former location of Federal Street 66.74 feet to the relocated Southerly sideline of said Federal

Street; thence N52°-33'-20"E along the Southerly sideline of Federal Street as relocated 238.44 feet to the point of beginning, containing 41,730 square feet;

Reference is made to a plan dated 1/7/78 by Owen Haskell, Inc., entitled "Portland Renewal Authority Maine Way ME. R-28 Disposition Area I Portland, Maine" for further description of the above described premises; all bearings are magnetic in the year 1967.

Parcel #2 (Disposition Area #5)

Also a certain lot or parcel of land, with the buildings thereon, situated on the Southerly side of Free Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at an iron pipe on the Southerly sideline of Free Street, said iron pipe being distant 100.58 feet on a bearing of N68°-11'-20"E from the intersection of the Southerly sideline of Free Street and the Easterly sideline of Center Street; thence N68°-11'-20"E along the Southerly sideline of Free Street 115.43 feet to the Northwesterly corner of land now or formerly of John B. Brown et. al.; thence S23°-25'-30"E along said land now or formerly of John B. Brown et. al. 192.96 feet to the Northerly sideline of Spring Street (Arterial); thence S65°-50'W along the Northerly sideline of Spring Street (Arterial) 112.25 feet to a drill hole in the side walk; thence N24°-20'W 197.69 feet to the point of beginning; containing 22,226 square feet.

Reference is made to the following deeds all recorded in the Cumberland County Registry of Deeds: 1. Allmaine Trading Corporation to Portland Renewal Authority dated Aug. 29, 1973 and recorded in Book 3451 page 71; 2. J.B. Brown & Sons to Portland Renewal Authority dated June 22, 1973 and recorded in Book 3426 page 312; 3. Earle W. Noyes to City of Portland dated June 28, 1972 and recorded in Book 3210 page 720; 4. Day's Inc. to City of Portland dated January 19, 1972 and recorded in Book 3209 page 566.

The parcel herein conveyed also includes the portion of the Cotton Street right of way that lies between Free Street and Spring Street (Arterial). All bearings are magnetic as of 1972.

Parcel #3 (Disposition Area #14)

Also a certain lot or parcel of land, with the buildings thereon, situated on the Southerly side of Free Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the Southerly sideline of Free Street, said point being the Northeasterly corner of land of Lawrence E. Hatch and said point being distant 70.58 feet on a bearing of N68°-11'-20"E from the intersection of the Southerly sideline of Free Street and the Easterly sideline of Center Street; thence N68°-11'20"E along the Southerly sideline of said Free Street 30.00 feet to an iron pipe; thence S24°-20'E 197.69 feet to a drill hole in the sidewalk on the Northerly sideline of Spring Street (Arterial); thence S65°-50W

along the Northerly sideline of Spring Street (Arterial) 90.51 feet to a point; thence along the Northerly sideline of Spring Street (Arterial) on a curve to the right, whose radius is 10 feet, 15.68 feet to a point on the Easterly sideline of Center Street; thence N24°-20'W along the Easterly sideline of Center Street 34.76 feet to the Southwesterly corner of land of Lawrence E. Hatch; thence the following courses and distances along land of Lawrence E. Hatch: N68°-11'-20"E 62.396 feet to a point; N24°-52'W 35.45 feet to a point; N65°-08'E 5.185 feet to a point; N6°-37'-20"W 4.46 feet to a point; N24°-22'W 34.45 feet to a point; N24°-03'W 14.57 feet to a point; S67°-43'-40"W 1.55 feet to a point; N21°-25'W 68.00 feet to the point of beginning; containing 9,496 square feet.

Parcel #4 (Disposition Area #10)

Also a certain lot or parcel of land situated at the corner formed by the Westerly side of Temple Street (formerly part of Union Street) and the Southerly side of Middle Street within the City of Portland, consisting of 3 parcels bounded and described as follows:

- a. A certain lot or parcel of land shown on the City of Portland Revaluation Plan of 1882, Plan #32, lying Easterly by said (former) Union Street, Northerly by said Middle Street, Westerly by land now or formerly of N. G. Palmer, and Southerly by land now or formerly of A. Butler, and containing, as shown by said Plan 888 square feet. Together with the rights of the estate of the late Mary J. E. Clapp and subject to the rights of other parties in and to the stairway on the Westerly side of said Parcel and the passageway at the Southerly end of said Parcel. Also all right, title, and interest, if any and all passageways, lanes, street or alley adjoining, abutting, and/or running with the above-described premises. Being and meaning to convey the same premises acquired from Christo J. Dadiotes and Norma C. Dadiotes by deed dated June 29, 1972, and recorded in the Cumberland County Registry of Deeds in Book 3269, Page 210.
- b. A certain lot or parcel of land bounded and described as follows:

Beginning on the Southerly side of Middle Street at a point opposite the center of the division wall between the building standing on the premises under description, and that next Westerly thereof and formerly owned by James Todd; thence running Easterly by said Middle Street nineteen (19) feet to the center of the division wall between said building in the lot under description and the building next Easterly thereof, now or formerly owned by the estate of A. W. H. Clapp, deceased; thence Southeasterly along the center of the last partition wall to an eight-(8) foot passageway therefound; thence Westerly by said passageway to the center of the partition wall first mentioned; thence Northwesterly through the center of the last named partition wall to the point of beginning, together with the right to use in common with others the said passageway. Also all right, title, or interest, if any, in and to all passageways, lanes, streets, or alleys adjoining, abutting and/or running

with the above-described premises. Reference is hereby made to a deed from Polixene Nicholas a/k/a Polixene Nicholos to the Portland Renewal Authority dated February 6, 1973, and recorded in said Registry of Deeds in Book 3364, Page 156. The said premises are conveyed subject to a stairway easement described in said deed.

- c. A certain lot or parcel of land situated on the Southeasterly side of Middle Street, bounded and described as follows:

Beginning at the Northeasterly corner of the store of the late Byron Greenough, and at the center of the division wall between said Greenough store and the lot now being described, and running Southerly and Southeasterly through the center of said division wall seventy-four (74) feet more or less to the rear of said store on the lot now being described; thence Northeasterly by the rear end of said store seventeen and one-half (17½) feet more or less to the center of the division wall dividing said store from the store formerly of Moses G. Palmer; thence Northwesterly through the center of said last named division wall sixty-four (64) feet more or less to Middle Street; thence Westerly by said Middle Street for eighteen (18) feet more or less, to the point of beginning, together with a strip of land eight (8) feet in width lying Southerly of adjoining the rear of said store on the premises herein described, and bounded easterly by the line of said Palmer land, Southerly and Westerly by store formerly of Ambrose Colbey, said strip of land to be kept open for the accommodations of the store on the premises now being described, and the adjoining stores on Middle Street, Northeasterly of the store hereby conveyed for present and future owners thereof forever. Also all right, title, and interest, if any, in and to all passageways, lanes, streets, or alleys adjoining, abutting, and/or running with the above-described premises.

Meaning and intending to convey the same premises described in the deed of Richard N. Dyer and Ethel N. Dyer to the Portland Renewal Authority dated November 6, 1972, and recorded in said Registry of Deeds in Book 3324, Page 16.

Parcel #5 (Disposition Area #9)

Also a certain lot or parcel of land situated on the Westerly side of Exchange Street and the Northerly side of Middle Street and comprised of the following 4 parcels:

- a. Also another certain lot or parcel of land on the Westerly side of Exchange Street near its junction with Middle Street, bounded and described as follows:

Beginning at the Southeasterly corner of land formerly owned by Horatio N. Jose on the Westerly side of said Exchange Street; thence running Southerly along said Exchange Street sixty-two (62) feet to a certain point; thence Westerly in a line parallel with the Southerly sideline of the said Jose land twenty-one and three hundred seventy-six thousandths (21.376) feet; thence Northerly sixty-two (62) feet to the Southerly sideline of said H. N. Jose land;

thence Easterly along said Jose Southerly sideline twenty-two and five-tenths (22.5) feet to the point of beginning. Meaning and intending to convey the first-described Parcel in the deed of Leo Greenberg and Pauline R. Greenberg to Portland Renewal Authority dated April 2, 1973, and recorded in said Registry of Deeds in Book 3393, Page 346.

- b. Also another certain lot or parcel of land situated on the Northerly side of Middle Street and numbered 175, and the Westerly side of Exchange Street in said Portland, bounded and described as follows:

Beginning at the intersection of the Northerly sideline of said Middle Street and the Westerly sideline of Exchange Street; thence Westerly by Northerly sideline of Middle Street to land conveyed by Elizabeth E. Fox et als to Leo Greenberg and Reuben Greenberg; thence Northerly by said land of Leo Greenberg and Reuben Greenberg to land conveyed by Grace P. Locke to said Leo Greenberg and Reuben Greenberg in August, 1952, by deed recorded in the Cumberland County Registry of Deeds, in Book 2100, Page 27; thence Easterly by said land conveyed by said Locke to said Greenberg as aforesaid, to the Westerly sideline of said Exchange Street; and thence Southerly by said Westerly sideline of Exchange Street to the point of beginning. Meaning and intending to convey the second described Parcel in the said deed of Leo and Pauline Greenberg to the Portland Renewal Authority.

- c. Also another certain lot or parcel of land numbered 177 and 179 on the Northerly side of Middle Street in said Portland, bounded and described as follows:

Beginning at a point on the said Northerly side of Middle Street, which said point is distant 20 feet, more or less, Westerly from the intersection of the Northerly sideline of said Middle Street and the Westerly sideline of Exchange Street, said point of beginning being also at the Southwesterly corner of land formerly of C. L. Fox devisees and W. H. Fox; thence Northwesterly along said land of said C. L. Fox devisees and W. H. Fox and the land of Leo Greenberg and Reuben Greenberg, 120 feet, more or less, to land or formerly of C. F. Dunlap Agency; thence Southwesterly along said land of C. F. Dunlap Agency, 36 feet, more or less, to land formerly of Rosenberg Bros. Inc.; thence Southeasterly along said land of said Rosenberg Bros. Inc. 101.06 feet, more or less, to Middle Street; thence Easterly by Middle Street to the point of beginning. Meaning and intending to convey the third-described Parcel in the said deed of Leo and Pauline Greenberg to the Portland Renewal Authority.

Also all right, title, and interest, if any, to and all passageways, lanes, streets, or alleys adjoining, abutting, and/or running along with each of three (3) above-described premises.

- d. Also another certain lot or parcel of land with the buildings thereon situated on the Northwesterly side of Middle Street in said Portland, and being numbered 181 on said Street, said lot measuring twenty (20) feet on said Northwesterly side of Middle Street and the Westerly sideline adjoining what was formerly known as the Barbour or Keazer lot, said Westerly

line extending ninety-three and one tenth (93.1) feet, the rear line extending eighteen (18) feet and the Easterly sideline one hundred one and sixty-three hundredths (101.63) feet, said premises being bounded in the rear by land formerly of H. N. Jose and being bounded on the Easterly side by land now owned by Charles L. Fox and others. Said conveyance includes only such right as Grantor has in that portion of the Easterly wall of the building on the premises hereby conveyed which encroaches, if it does encroach, on said Fox land, it being understood that the covenants of warranty in this deed do not relate to such encroachment wall or the land on which said wall stands, or previously stood. Also all right, title, or interest, if any, in and to all passageways, lanes, streets, or alleys adjoining, abutting, and/or running with the above-described premises. Meaning and intending to convey the same premises described in the deed of Muriel F. Shapiro and Annabelle Milstein dated October 20, 1972, and recorded in said Registry of Deeds in Book 3317, Page 165.

Parcel #6 (Elm Street Bus Shelter)

Also a certain lot or parcel of land, with the structure thereon situated on the Northeasterly sideline of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point in the Northeasterly sideline of Elm Street, said point being distant Northwesterly ninety-three and fifty-four one hundredths (93.54) feet along the said northeasterly sideline of Elm Street from its intersection with the Northeasterly sideline of Congress Street; thence, Northeasterly from said point of beginning and making an angle of ninety degrees (90°) with the said sideline of Elm Street, a distance of fifteen (15) feet to a point; thence, Northwesterly making an angle of ninety degrees with the last described course, a distance of thirty (30) feet to a point; thence, Southwesterly making an angle of ninety degrees (90°) with the last described course, a distance of fifteen (15) feet to a point in the said Northeasterly sideline of Elm Street; thence, Southeasterly making an angle of ninety degrees (90°) with the last described course, and along the said sideline of Elm Street, a distance of thirty (30) feet to the point of beginning. The above described parcel of land contains 450 square feet of land.

Reference is hereby made to the Statement of Taking recorded in the Cumberland County Registry of Deeds on August 25, 1978, in Book 4289, Page 240, and the Statement Regarding Resolution recorded on said date in said Registry of Deeds in Book 4289, Page 242, describing said parcel.

And the Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances thereof as may be required; provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration of the property hereby conveyed and are to be taken and construed as running with the land, and

covenant numbered 2 above shall remain in effect without limitation as to time. The Grantor shall be deemed a beneficiary of both covenants set forth above, and the United States Government shall be deemed a beneficiary of the second covenant set forth above; and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains the an owner of any property or interest therein to which said covenants relate. As such a beneficiary, the Grantor, in the event of any breach of either covenant, and the United States, in the event of any breach of the second covenant, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which the beneficiaries of such covenant may be entitled.

The Grantor certifies that all conditions precedent to the valid execution and delivery of the Indenture Deed on its part have been complied with, and that all things necessary to constitute this Indenture Deed as a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Indenture Deed on its part have been and are in all respects authorized in accordance with the law. Grantee similarly certifies with reference to its execution and delivery of the Indenture Deed.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereunto belonging to the said City of Portland, its successors and assigns, to its use and behoof, forever, and the Portland Renewal Authority does covenant with the said City of Portland, its successors and assigns, that it will warrant and forever defend the premises to it the said City of Portland, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under it.



on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Indenture Deed on its part have been and are in all respects authorized in accordance with the law. Grantee similarly certifies with reference to its execution and delivery of the Indenture Deed.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereunto belonging to the said City of Portland, its successors and assigns, to its use and behoof, forever, and the Portland Renewal Authority does covenant with the said City of Portland, its successors and assigns, that it will warrant and forever defend the premises to it the said City of Portland, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under it.

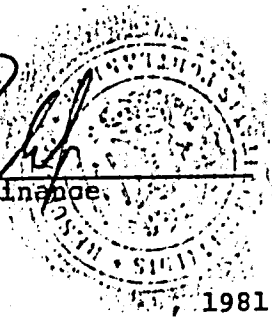
IN WITNESS WHEREOF, the PORTLAND RENEWAL AUTHORITY has caused this Indenture to be executed in its corporate seal to be hereunto affixed by Paul M. Folan, its Chairman, and attested by Joseph E. Gray, Jr., its Secretary, both hereunto duly authorized, and the CITY OF PORTLAND has caused this Indenture to be executed, and seal affixed by Richard J. Ranaghan, Jr., its Director of Finance, all as of the day and date first above written.

ATTEST: PORTLAND RENEWAL AUTHORITY

*Joseph E. Gray, Jr.*

By *Paul M. Folan*  
its Chairman

ATTEST: CITY OF PORTLAND  
By *Richard J. Ranaghan, Jr.*  
its Director of Finance



STATE OF MAINE.  
CUMBERLAND, ss.  
Portland, Maine

On this 3rd day of December, 1981, personally appeared the above-named Paul M. Folan to me personally known who being by me duly sworn, did say that he was Chairman of the Portland Renewal Authority; that the seal affixed to said

instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Commission; and that the said Paul M. Folan acknowledged said instrument to be his free act and deed in his said capacity and the free act and deed of the said Corporation.

Before me,

*David A. Lewis*  
 Notary Public  
 Attorney at Law

STATE OF MAINE  
 CUMBERLAND, ss.  
 Portland, Maine

January 19, 1982

On this 19th day of January, 1982, personally appeared the above-named Richard J. Ranaghan, Jr., to me personally known, who being by me duly sworn did say that he is the Director of Finance of the City of Portland, and that he acknowledged said instrument to be his free act and deed in his said capacity, and the free act and deed of the said City of Portland.

Before me,

*Alan C. McKeen*  
 Notary Public

MY COMMISSION EXPIRES  
 JULY 10, 1988

FEB 16 1982

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
 Received at 3 54 P.M. and recorded in

BOOK 4922 PAGE 168 *Edward J. Gunst* Register

RECORDED