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KNOW ALL MEN BY THESE PRESENTS, THAT CASCO BANK & TRUST COMPANY a corporation organized and existing under the laws of the State of Maine and located at Portland in the County of Cumberland and State of Maine in consideration of \$1 and other valuable considerations, the receipt of which is hereby acknowledged paid by MURRAY W. FINARD, as Trustee of Congress Federal Trust the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said MURRAY W. FINARD as Trustee of Congress Federal Trust his and its successors and assigns forever, a certain lot or parcel of land with the buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning at a point on the southerly side line of Congress Street, which point is 119.54 feet easterly on a course of north 55° 20' east from the intersection of Congress Street and Monument Square; thence along the southerly side line of Congress Street on a course of north 55° 20' east a distance of 55.53 feet to a point in a 20" wide party wall at land now or formerly of Maine Bonding and Casualty Company; thence south 31° 29' east along and through the center of said wall a distance of 94.99 feet to a point at the end of said wall; thence on a course of south 26° 12' 30" east along and through the center of a 12" wide wall 52.33 feet to a point on the north easterly side line of Federal Street; thence south 64° 8' west a distance of 64.31 feet to a point on the north-easterly side line of Federal Street; thence along the easterly side line of other land now or formerly of the Grantee on a course of north 25° 56' 30" west a distance of 138.37 feet to the point of beginning.

This conveyance is subject to a lease from Hub Furniture Co. to George W. Bress dated February 28, 1964, and any extensions thereof, which lease is recorded in the Cumberland County Registry of Deeds in Book 2892, Page 201.

Also hereby conveying to the Grantee all the Grantor's right, title and interest in and to said lease to George Bress. In accepting this deed, the Grantee agrees to perform all of the Lessor's covenants and agreements as set forth in said lease and to hold the Grantor harmless on account thereof.

This conveyance is also subject to existing party wall agreements between Mary J. E. Clapp and Elias Thomas, which Agreements are recorded in the Cumberland County Registry of Deeds at Book 858, Page 314 and at Book 887, Page 155.

This conveyance is also subject to the following conditions which shall be deemed to run with the land and shall be for the benefit of the Grantor and the Grantee, their successors and assigns.

1. Grantee shall demolish and remove the building now standing on said premises which is subject to said lease to George W. Bress within a reasonable period after the termination of said lease or within a reasonable period after May 1, 1975, whichever is earlier, and shall not construct any buildings on said premises within twenty years from the date hereof without the prior written consent of the Grantor.

2. No use shall be made of said premises which, considering their proximity to a first-class office building, would be inappropriate or inconsistent therewith.

3. There shall be no mortgage or other encumbrances placed upon said premises exceeding \$115,000 in total dollar amount without the prior written approval of the Grantor.

4. If at any time within twenty years from the date hereof Grantor desires to have constructed a new office building on the premises similar in quality and type of construction to

the building now located on the parcel of land adjacent to and westerly of these premises, then Grantor shall notify the Grantee in writing of such desire and Grantee shall have a period of six months thereafter to elect in writing to construct such building and to negotiate a lease of such portions thereof as Grantor shall request for itself or its designees and if Grantee does not so elect to construct the same, and to lease the same to Grantor or its designees at a mutually satisfactory rental, then Grantee shall, at the request of Grantor, convey these premises together with all appurtenant easements, to Grantor or its nominee free and clear of all encumbrances except as herein provided, and Grantor or its nominee shall pay therefor the sum of \$115,000. In such event, Grantor or its nominee shall commence construction of such office building no later than three years after the said conveyance to Grantor or its nominee, and shall complete the same as soon thereafter as is reasonable, giving due regard to the nature and extent of the required construction. If construction is not commenced within said three-year period then Grantee shall have an option for one year thereafter to purchase said parcel for the sum of \$115,000.

5. In the event Grantor or its nominee constructs or has constructed a new office building on these premises it shall be similar in quality and type of construction to the building now existing on the adjacent parcel and the two said buildings may be physically connected in such a manner as to permit common usage of the elevators and lobby areas in any or all floors of the two said buildings. If the two said buildings are physically connected then the building on these premises shall be constructed in such a manner that the floors of the two buildings which are so connected are at the same level. Grantor

shall pay all expenses of so connecting the two said buildings, including the payment for the loss of or damage to any alterations, additions, fixtures or other property of the owner of the existing building and any tenants in the existing building which may be removed or destroyed to allow the connection of the two said buildings. If, as a result of the connection of the two said buildings, Grantee is required, pursuant to the terms of any leases then in existence, and extensions thereof, to abate any rent payable for space in the existing building, then Grantor shall reimburse Grantee for the amount of any such abatements. In addition, Grantor shall pay to Grantee for any period commencing with the termination of any then existing leases, or extensions thereof, and ending on April 30, 2001, for each square foot of rentable floor space which is taken or which is reduced in rental value as a result of such connection, an annual amount equal to the difference, if any, between (a) eight dollars and eleven cents (\$8.11) and (b) the amount for which such space is actually leased during said period. Any amounts payable pursuant to the two preceding sentences shall be payable in equal monthly installments in advance at the same time they would have been payable by tenants if there were no such abatements or reductions in rental values.

6. In the event that a new office building is constructed on these premises by Grantee, the same shall be similar in quality and type of construction to the building now located on the parcel of land adjacent to and westerly of these premises. Grantee shall physically connect the two said buildings in such a manner as to permit the common usage of the two elevators and lobby areas on the connecting floors of the two said buildings. All costs of such connection shall be borne by Grantee, and the connection of the two said buildings shall be

subject to the terms and conditions of Article VIII of a certain lease between Grantor and Grantee dated January 19, 1971.

7. In the event Grantee conveys these premises to Grantor or its nominee, Grantee shall retain a perpetual easement on, along and under these premises for the purpose of maintaining any structures, appurtenances or equipment presently located on these premises, and replacements thereof, and used in connection with the building located on the parcel which is adjacent to and westerly of these premises. Provided, however, that Grantor shall be entitled to relocate any such structures, appurtenances or equipment on these premises in accordance with applicable laws and building codes if necessary for the construction of a building thereon, upon terms and conditions mutually satisfactory to the parties hereto, and said new building may be constructed on or over said easement as it now exists or may be hereafter altered.

TO HAVE AND TO HOLD, the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said MURRAY W. FINARD, as Trustee of Congress Federal Trust his and its successors and assigns, to his and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, his and its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT and DEFEND the same to the said Grantee, his and its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid. Said Congress Federal Trust is recorded in the Cumberland County Registry of Deeds in Book 3168, page 193.

IN WITNESS WHEREOF, the said CASCO BANK & TRUST COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by J. Scott Foster, its VICE PRESIDENT, thereunto duly authorized, this 19th day of January in the year one thousand nine hundred and seventy-three.

Signed, Sealed and
Delivered in the
Presence of

Bruce A. Coffinball

CASCO BANK & TRUST COMPANY

By:

J. Scott Foster
Its VICE PRESIDENT

January 19, 1973

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above named J. Scott Foster, Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

JAN 22 1973

Bruce A. Coffinball

Justice of the Peace
Notary Public

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 11 H 32 AM, and recorded in

BOOK 3352 PAGE 259

W. Keith Kepp Register