

## 2 Right, Title and Interest

### 2.1 OVERVIEW

The applicant is Maine Workforce Housing, LLC. The project site is comprised of the following parcels and record owners:

Map/Block/Lot	CCRD Book/Page	Record Owner
34/F/ Lot 1	16707/206	City of Portland
34/F/ Lot 2	31408/102	Ross Furman
34/F/ Lot 5	18985/128	New Systems Realty, LLC (Ross Furman)

Ross Furman has a Purchase and Sale agreement with the City for Lot 1. The deeds and P&S are attached in attachment 2-A.

Maine Workforce Housing, LLC has a Joint Development Agreement with Ross Furman that gives them site control and formalizes their partnership. Maine Workforce Housing, LLC is developing the site and building and will retain ownership of the residential units. Ross Furman is working with Maine Workforce Housing, LLC and will own the first-floor artist studio/retail space. An executed copy of the Joint Development Agreement will be provided as soon as it becomes available.

### 2.2 ATTACHMENTS

Attachment 2-A – Property Deed and Purchase and Sale Agreement

**ATTACHMENT 2-A**

**Title, Right, or Interest Documentation**

**RELEASE DEED**

**PORTLAND TERMINAL COMPANY**, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "PTC"), for one dollar (\$1.00) and other consideration paid to it by the **STATE OF MAINE**, acting by and through its Department of Transportation, whose mailing address is State House Station #16, Augusta, Maine 04333 (the "State"), hereby grants to the State, without any warranties or covenants of title whatsoever, those certain parcels of land and interests therein, including all franchises, riparian rights, rights of entry and rights of reversion appurtenant thereto, if any, together with all buildings, bridges, bridge abutments, structures, walls, culverts, crossings thereon, if any, situated in the City of Portland, in the State of Maine (collectively, the "Premises") described as follows:

**SEE "EXHIBIT A" AND "EXHIBIT B" ATTACHED HERETO  
AND MADE A PART HEREOF BY REFERENCE**

**ALSO CONVEYING TO THE STATE OF MAINE**, its successors and assigns, a permanent easement over and across the remaining land of PTC sufficient to effectuate rail ingress to and rail egress from the Premises described in said **Exhibit A** and shown on **Exhibit B** from and to the PTC's Main Line (Union Station to Portland-Falmouth Line) at a point between the northerly side of Congress Street at approximate Engineering Centerline Station 4+93.2 and a point approximately 570 feet northerly thereof at approximate Engineering Centerline Station 10+00.0. It is the intention of the parties hereto that this permanent easement is given for the purpose of providing an unhampered rail connection necessary for the sole purpose of operating trains of the National Railroad Passenger Corporation and its successors or operating passenger trains (only) of any entity other than the National Railroad Passenger Corporation and its successors between the Premises and the aforementioned Main Line owned and operated by PTC, its successors and assigns.

Together with the right to enter upon remaining land of PTC, subject to reasonable and customary terms and conditions established by PTC, its successors and assigns, for the purpose of construction, installation, repair and maintenance of trackage, track appurtenances, switches and bridge abutments to carry out the purposes of this Easement; provided, however, that with respect to the Main Line any construction, installation, repair and maintenance necessary to carry out the purposes of this Easement will be performed by PTC at the expense of the State. Said Easement shall be appurtenant to the above-conveyed premises as described on the attached **Exhibit A** and shown on **Exhibit B**.

**THIS CONVEYANCE IS SUBJECT** to the following reservations, conditions, covenants and agreements:

1. In addition to any conditions that may be imposed on the use of the Premises by the Maine Department of Environmental Protection, the State shall restrict the use of the Premises, or any portion thereof, to the following: commercial business uses, rail/industrial uses and/or passive recreational uses. Such uses shall not require the withdrawal of groundwater for drinking water or other uses. By this restriction the State covenants and agrees for itself, its successors and assigns, not to allow the Premises, or any portion thereof, to be used for any residential or active recreational use with the exception of paved recreational trails. Residential use includes, but is not limited to, single family dwellings, apartment houses, condominiums, hotels, motels, inns, boarding houses, multifamily dwellings and/or any use that involves a structure to be used primarily for human habitation for any extended period of time. Active Recreational use includes, but is not limited to, athletic fields, sports facilities, parks and/or any use which subjects the Premises to use by the general public for active recreational activities, except as provided herein. In addition, by this restriction the State covenants and agrees for itself, its successors and assigns, not to allow the Premises or any portion thereof to be used as a site for a hospital, nursing home, rehabilitation facility, daycare facility for persons of any age or educational facility (private or public).

In the event of any violation of the above restrictions, PTC, its successors and assigns, shall have the right to enforce the same and shall have available all remedies at law and in equity.

The provisions of this paragraph 1 are a covenant running with the land and shall be expressly included in any deed, lease or other instrument conveying or creating any interest in all or part of the Premises and shall be binding upon the State's successors and assigns therein. Notwithstanding the foregoing, the provisions of this paragraph may be extinguished by the express written consent of PTC which consent shall not be unreasonably withheld.

2. Except as otherwise provided in this Deed, and in the Terms and Conditions between the National Railroad Passenger Corporation ("Amtrak") and PTC (and PTC's affiliates) generally regarding passenger operations between Boston, Massachusetts, and Portland, Maine, this conveyance is made without granting any right of way or other rights, either by necessity or otherwise, over any remaining land or location of the PTC.

3. To the best knowledge of PTC, **Exhibit C** attached hereto and made a part hereof by reference is a complete list of all existing agreements between PTC and third parties regarding the construction, installation, operation, maintenance, modification, repair, replacement, relocation or removal of any telecommunications system related to the Premises. "Knowledge" as used in this Deed shall mean the knowledge of PTC's Vice President of Real Estate and each officer or employee who is principally responsible for property matters, after reasonable investigation. If at any time after the conveyance under this Deed, PTC discovers any other such communication agreements, PTC shall

promptly and at its own cost and expense, without any further consideration on the part of State, convey its rights and obligations under such agreements to State.

4. The PTC hereby reserves a permanent, non-exclusive easement in, over, under and through the Premises from the beginning of the "Union Branch" line at Survey Station 4+00.0 at the intersection of the southerly side of Park Avenue and the westerly side of Saint John Street, northerly to the southerly side of Forest Avenue, ten feet wide (the "Telecommunications Easement Property"), as identified in the agreements listed on the attached **Exhibit C** (the "Telecommunications Agreements"), only for the purpose of accessing, operating, maintaining, repairing, replacing and removing the fiber optics communications system described in the "Telecommunications Agreements," including existing poles, pipes, wires, fibers, fiber-optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description currently used to meet PTC's obligations under the Telecommunications Agreements (the "Telecommunications Easement"). The Telecommunications Easement Property boundary shall be 5 feet on both sides of the centerline of the existing fiber facilities, as shown on the as-built drawings attached hereto **Exhibit D**. PTC does further reserve a permanent limited right-of-way and right of access to the Telecommunications Easement Property over and across the Premises for the purposes of the use, enjoyment, maintenance, operation of the Telecommunications Easement to the extent necessary to comply with the Telecommunications Agreements.

The Telecommunications Easement is subject to the following additional terms and conditions:

- (a) The PTC shall have no right to construct, install, modify (except to the extent required pursuant to the Telecommunications Agreements) or relocate any fiber optics communications system (including existing poles, pipes, wires, fibers, fiber-optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description) within the Premises.
- (b) The PTC shall have no right to lease, license, mortgage, assign, pledge or otherwise alienate the Telecommunications Easement. Provided, however, that PTC shall have the right to renew the Telecommunications Agreements on substantially the same terms at the appropriate times, and shall also have the right to assign any or all of its rights to its parents, affiliates, subsidiaries and successors.
- (c) The PTC shall obtain all required governmental approvals, if any, to exploit the rights reserved in the Telecommunications Easement. Prior to exercising any rights reserved pursuant to this Telecommunications Easement, PTC shall obtain at its sole expense, or cause its contractors to obtain, as applicable: (i) a policy or policies of worker's compensation insurance covering all persons exercising any rights reserved pursuant to this Telecommunications Easement, and (ii) general liability insurance naming the State as an additional insured with respect to the

exercise of such rights, and upon such terms and in such amounts as are reasonable and customary. Notwithstanding the foregoing, the PTC or its contractor shall have the right to fulfill these obligations by means of self-insurance; provided that, in the case of PTC, such self-insurance shall be the same as is applicable to all of PTC's operations.

(d) The PTC, at its sole cost and expense, shall operate, maintain, repair, replace, relocate and remove any structures, facilities and improvements hereunder so as not to injure or damage the State's transportation facilities and/or the property of the State or of any operator thereon, and so as not to interfere with any transportation operations thereon.

(e) The replacement or relocation of all structures, facilities and improvements shall be subject to the approval of the State, which approval shall not be withheld or delayed if (i) the request is in compliance with the terms and conditions of this Telecommunications Easement; and (ii) the methods and materials to be used by the PTC are in accordance with those generally accepted in the railroad industry. The State shall issue any determination pursuant to this Section within 20 days of receipt of any request for approval. In the event of a relocation of any structures, the State and PTC shall realign the easement and refile this Release Deed, at PTC's expense.

(f) The exercise of this Telecommunications Easement shall be at the sole risk of the PTC. The PTC hereby releases the State from any and all liability for costs, losses, damages, and/or harm to persons and/or to the property of the PTC arising out of or relating to the exercise of this Telecommunications Easement and PTC shall indemnify and hold the State harmless against any and all costs, losses, damages, and/or harm to any party arising out of or relating to the design, location, relocation, repair, maintenance, use, removal, or replacement of any structures, facilities, or improvements, including without limitation to the foregoing: (i) any attorney's fees incurred; (ii) any and all claims for damages, losses, or injuries resulting to the State's property, the property of PTC, or the property of others; and (iii) any and all claims for injuries or death to persons. This indemnification shall include, but shall not be limited to, any and all liability arising out of or relating to an agreement between the PTC and AT&T dated July 29, 1986 and any other fiber optics communications agreements, whether or not listed on **Exhibit C**. This indemnification shall apply without regard to whether the cost, loss, damage, harm, or other claim is incurred directly or indirectly by the State, by PTC or by third parties. This indemnification shall not apply to costs, losses, damages and/or harm that are caused solely by the negligent or intentional infliction of harm by the State, including its employees, contractors or agents. This indemnification shall exclude those ordinary and usual day-to-day administrative costs incurred by the State in reviewing requests for the approval of the location, repair and replacement of structures, facilities, or improvements pursuant to this Telecommunications Easement.

(g) The PTC at its sole cost and expense shall repair and restore the Premises subject to the Telecommunications Easement to at least the same condition as they were in prior to any work or disturbance in connection with the exercise of the rights reserved under this Telecommunications Easement.

(h) The PTC shall give the State twenty (20) days written notice before the commencement of any work on the Premises.

(i) The reservation of this Telecommunications Easement shall not affect the right of the State to use the Premises for transportation purposes, or to grant the use of the Premises to others for any purposes, including (without limitation) the transmission of telecommunications or intelligence, so long as such use(s) do not interfere with the exercise by the PTC of its rights under this Telecommunications Easement.

(j) The PTC shall be liable for the payment of any tax, assessment, or other government charge arising out of or relating to the existence or use of this Telecommunications Easement, including without limitation the existence or use of any equipment or appurtenances on the Premises. The PTC shall keep the Premises free of any mechanic's and materialmen's liens arising from the exercise of its rights under the Telecommunications Easement. The State hereby covenants with the PTC to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the Registry of Deeds as the PTC may reasonably require to acknowledge title to the Telecommunications Easement in the PTC.

5. The several exceptions, reservations, conditions, covenants and agreements contained in this Deed shall be deemed to run with the land and be binding upon the PTC and the State forever. In addition to the acceptance and recording of this Deed, the State hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

6. Except where otherwise specifically provided in this Deed, whenever used in this Deed or in any easement or right reserved under this Deed, the term "PTC" shall not only refer to the PORTLAND TERMINAL COMPANY, but also to its operating companies (including but not limited to the SPRINGFIELD TERMINAL RAILWAY COMPANY), successors, assigns and grantees; and the term "State" shall not only refer to the STATE OF MAINE acting by and through its Department of Transportation, but also to the State's successors, assigns and grantees.

**TO HAVE AND TO HOLD** the foregoing Premises, with all the privileges and appurtenances thereunto belonging, unto the State of Maine, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Portland Terminal Company has caused this Deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 4<sup>th</sup> day of September, 2001.

PORTLAND TERMINAL COMPANY

Richard Thruwell  
Witness

David A. Fink  
By David A. Fink  
Its Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

September 4, 2001

Personally appeared the above-named David A. Fink, Chief Executive Officer of the Portland Terminal Company and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Portland Terminal Company.

Before me,

James J. Steinkrauss  
Notary Public  
Print Name: JAMES J. STEINKRAUSS  
My Commission Expires: Oct. 6, 2006  
Seal:



IN WITNESS WHEREOF, the said State of Maine, acting by and through its Department of Transportation, has caused this instrument to be executed by John G. Melrose, its Commissioner, thereunto duly authorized, this 4<sup>th</sup> day of September, 2001.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Joni K. Kermule  
Witness

John G. Melrose  
By John G. Melrose  
Its Commissioner

STATE OF MAINE  
COUNTY OF KENNEBEC  
September 4, 2001

Personally appeared before me the above-named John G. Melrose, Commissioner, State of Maine, Department of Transportation, and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

Jean A. Stewart

Notary Public

Print Name: Jean A. Stewart

My Commission Expires: August 15, 2006

Seal:

**EXHIBIT "A"**  
Plan/description of premises

A certain strip or parcel of land ("Railroad Right-of-Way") of varying widths, with the improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine and being the railroad line sometimes referred to as the "Union Branch", more particularly bounded and described as follows:

Beginning at approximate Engineering Centerline Station 4+00.0, which is at or near the southerly end of the trestle over the intersection of the southerly side of Park Avenue and the westerly side of St. John Street in said Portland, as shown on plan entitled "Right-of-Way and Track Map, Portland Terminal, Operated by Portland Terminal Company, Survey Station 0+00.0 to Station 52+80.0," Valuation Plan V1C, Sheet 1 thereof, thence continuing in a generally easterly and northerly direction to Engineering Centerline Station 134+80.9 as shown on plan entitled "Right-of-Way and Track Map, Portland Terminal, Operated by Portland Terminal Company, Station 105+60.0 to Station 134+80.9," Valuation Plan V1C, Sheet 3 thereof.

The following parcels comprising the "Union Branch" conveyed above are depicted on said Right-of-Way and Track Maps, Valuation Plan V1C, Sheets 1 through 3, copies of which are attached hereto as "Exhibit B" and made a part hereof. Said Right-of-Way and Track Maps are also on file at the Maine Department of Transportation, Child Street, Augusta, ME 04333:

Grantor: George P. Wescott  
Grantee: Portland and Rochester Railroad  
Instrument: Deed dated January 4, 1881 Recorded: Book 481, Page 386  
Map and parcel reference: Map VIC 1 Parcel 34

Grantor: William H. Conant  
Grantee: Portland and Rochester Railroad  
Instrument: Deed dated July 27, 1881 Recorded: Book 481, Page 319  
Map and parcel reference: Map VIC 1 Parcel 39

Grantor: William H. Conant  
Grantee: Portland and Rochester Railroad  
Instrument: Deed dated August 10, 1881 Recorded: Book 481, Page 382  
Map and parcel reference: Map VIC 1 Parcel 36

Grantor: Joseph H. Ricker  
Grantee: Portland and Rochester Railroad  
Instrument: Deed dated August 15, 1881 Recorded: Book 489, Page 27  
Map and parcel reference: Map VIC 1 Parcel 35

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT IS made this 10<sup>th</sup> day of OCT, 2017 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and Ross Y. Furman, an individual having a mailing address of Box Two, Portland, ME 04112 (hereinafter referred to as "Buyer").

**RECITALS**

WHEREAS, the CITY is the owner of approximately .22 acres of land at 178 Kennebec Street, Portland, Maine as generally depicted on the plan attached hereto as Exhibit A (the "Premises") and incorporated herein; and

WHEREAS, Buyer desires to purchase the Premises, and the City desires to convey the Premises to Buyer, subject to all easements of record and any other existing easements burdening the Premises;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
  
2. **CONSIDERATION.** The purchase price for the Premises shall be the lesser (the "Purchase Price") of: Two Hundred and Fifty Thousand Dollars (\$250,000.00) and the product of Twenty-Five Dollars (\$25.00) times the number of square feet comprising the Premises as shown a pending and soon to be completed boundary survey of the Premises being done by or for the City (at its expense), subject to the following cost adjustments and conditions:
  - a. Buyer shall deposit in the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") within 3 business days after the full execution of this Agreement that the parties agree will be held in escrow as of the date of this Agreement, in a non-interest bearing account with CBRE | The Boulos Company; the Deposit shall be refundable only in accordance with the terms of this Agreement, including without limitation, the provisions of sections 4(f), 6, 7 and 10; and
  - b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

### 3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is forty-five (45) days after the date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations.
- b. Property Description. The property description contained in the deed will be a survey description based upon a survey plan (the "Premises") that will more specifically describe the property shown on Exhibit A hereto. The survey will be distributed to the parties hereto prior to expiration of the Due Diligence Period and the parties will agree on the property description prior to closing.
- c. Financing Contingency. Buyer shall have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is forty-five (45) days after the date of this Agreement (the "Financing Period") to obtain commercially reasonable financing, and shall take timely and commercially reasonable steps to secure such financing.
- d. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect marketability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- e. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements described herein; (ii) easements for utilities servicing the property, (ii) City ordinances, and (iii) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

#### 4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and

property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within thirty (30) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

- 5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax attributable to Buyer's one half shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
- 6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City shall retain the deposit as its sole remedy. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit.
- 7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver

the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

8. **PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
  
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.
  
10. **CONDITIONS PRECEDENT TO CLOSING.** The City shall pursue removal of the restrictions limiting development of and burdening the Premises stated or described in the deed to the City from the State of Maine dated September 26, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23202, Page 38. In the event the City is unable to obtain such removal prior to the Closing Date, as defined below, the, unless Buyer elects to waive such restrictions in writing, the City shall refund the Deposit, if previously paid, without interest, and this Agreement shall be terminated and neither party shall have any further obligations or liabilities under this Agreement. Buyer acknowledges and agrees that the City is acting as Seller, and not in its regulatory capacity, in connection with this Agreement. The acceptance or recording of a deed to the Buyer of the Premises will be conclusive and final evidence of the consent by Buyer to the waiver or completion of all these conditions.

**11. CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is five months after the date of this Agreement (the "Closing Date"). At the Closing:

- a. City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the balance of the Purchase Price to the City by wire transfer; and
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting to Closing and executing documents on behalf of Buyer are authorized to do so.

**12. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.**

Buyer agrees to commence development of the project depicted on the attached Plan (Exhibit B), as presented to the City's Economic Development Committee on July 19, 2017, and specifically including at least fifty dwelling units depicted therein, 35% of which will be market rate, and 65% of which shall affordable to households at or below 60% of the area median income (the "Project") within twelve (12) months after closing. If Buyer, its successors, assigns, or transferees fails to submit a complete site plan review application for the Project on the Property within 12 months after the closing, and construct the buildings which are part of the Project within thirty (30) months after closing, the City shall have the right, but not the obligation, to repurchase the Premises at the lesser of (1) the Purchase Price plus all construction and approval expenses incurred by Buyer, or successors, to that juncture, or (2) the fair market value of the Premises determined by an appraiser agreed upon by the parties. The provisions of this paragraph will survive closing, and the City's deed to Buyer shall include a reference to the City's option to repurchase the Premises, and/or a Declaration of Covenants, Conditions and Restrictions, and Option to Repurchase with the provisions of this paragraph with greater detail, executed before or at the time of Closing, shall be recorded in the Cumberland County Registry of Deeds. This right to repurchase shall be assignable by the City

**13. ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.



14. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
15. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
16. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
17. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
18. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
19. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

**FOR THE City:** City of Portland  
 ATTN: City MANAGER  
 389 Congress Street  
 Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

**FOR Buyer:** Ross Y. Furman  
 Box Two  
 Portland, ME 04112

With a copy to: Timothy H. Norton, Esq.  
 Kelly, Remmel & Zimmerman  
 53 Exchange Street

P.O. Box 597  
Portland, ME 04112

- 20. SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 21. BROKERS.** City shall pay CBRE | The Boulos Company at closing a brokerage commission equal to five percent (5%) of the Purchase Price at closing. The CITY and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction other than CBRE | The Boulos Company. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.
- 22. RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- 23. ASSIGNMENT.** Buyer may assign his rights and obligations under this Agreement to a limited liability company or other entity prior to Closing and the City shall acknowledge and consent to such assignment.

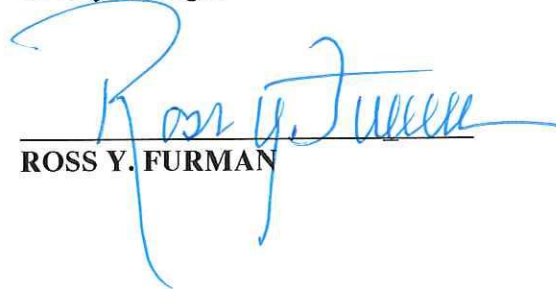
**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers or representatives, as of the day and year first written above.

  
WITNESS


City OF PORTLAND

  
Jon P. Jennings  
Its City Manager

  
WITNESS

  
ROSS Y. FURMAN

Approved as to Form:

  
Corporation Counsel's Office

# Parcel Map



1 2 3 4 5 6

55 Portland Street

44 Hanover Street

56 Parris Street

82 Hanover Street

65 Hanover Street

178 Kennebec Street

PARCEL 5

PARCEL 4

PARCEL 2

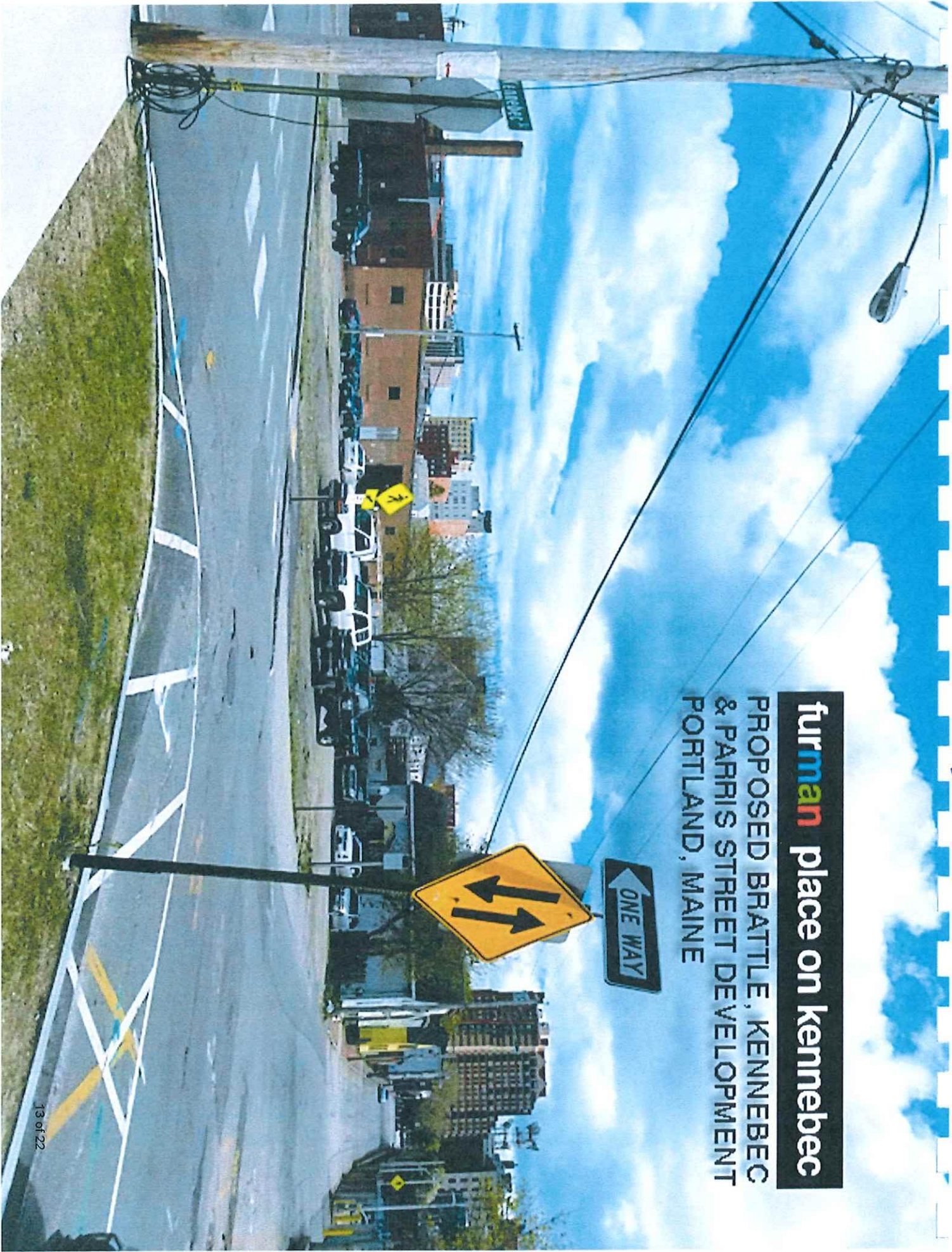
PARCEL 1

PARCEL 3

PARCEL 6

EXHIBIT A

**furman** place on kennebec  
PROPOSED BRATTLE, KENNEBEC  
& PARRIS STREET DEVELOPMENT  
PORTLAND, MAINE



### The Szanton Company

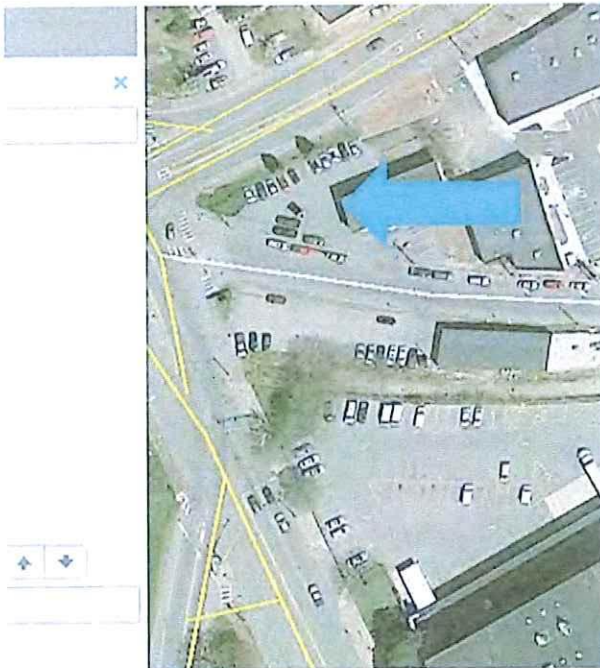
The mission of The Szanton Company (TSC) is to create comfortable, attractive, and affordable rental housing. We do this by:

- Creating beautiful apartments of high quality in locations in or near downtowns, adding vitality to our cities and towns;
- Serving people with diverse incomes;
- Incorporating the highest standards of environmental responsibility in our properties, thereby minimizing their impact on the earth's environment;
- Creating amenities for our residents which enhance their quality of life;
- Building properties which provide a consistent financial return to their owners, thus ensuring their stability for residents, lenders, investors, and neighborhoods.

We have extensive experience developing multifamily rental properties in Maine and New Hampshire, including seven existing properties totaling 334 units. Three of these are in Portland: Casco Terrace at 41 State Street; Walker Terrace at 1 Walker Street and 53 Danforth Street. We have two additional properties in the development pipeline, a 59-unit project under construction in Bath, Maine, and a 63-unit project in pre-development in Lewiston, Maine.

We have partnered with Ross Furman to provide housing on land he owns on the block bordered by Kennebec, Parris, Brattle and Lancaster Streets.

We understand that the last piece of the block (approximately 10,000 square feet closest to and abutting Kennebec St.) is subject to the City's RFP process.



### Project Details

We are working with Ross Furman's team to incorporate housing into their multi-phase development of the block. Included in these materials is a site plan showing the block and the three phases of development. Conceptually, the first phase would include the area closest to Kennebec Street. It would include ground-level retail and/or artist studio space with approximately 50 units of housing on the upper floors. The housing would be rental, a mix of studio, 1-, 2-, and 3-bedroom apartments. We've included a concept floor-plan of Phase One.

The site has some unique advantages for residential development:

- The City has identified the Bay Side neighborhood as a priority for redevelopment. Kennebec Street is a prominent street in Bayside, and street-level retail will dovetail well with surrounding buildings.
- A mixed-use residential/retail building will bring new residents to live, work, and shop in Bayside, reinforcing the urban fabric and adding new vitality to the core of the City.
- The site is within walking distance of a variety of services and destinations for daily living (e.g., banks, library, schools, Deering Oaks, etc.) as well as employers and public transportation.

We expect the income mix targeted for this development will be 35% market rate, and 65% affordable (aimed at those at or below 60% of the area median income.)

The residents are intended to mirror the mix of people, incomes, and occupations in Portland. We have seven other properties with similar unit mixes and we know that tenants in income-restricted units will include people with jobs at the lower end of the wage scale, such as nurse's aides, entry-level workers in local businesses, clerks, artists, etc. The market-rate units are likely to have attorneys, doctors, or other urban professionals as tenants.

### Management



We have an in-house property management company called Saco Falls Management (SFM). Our staff is dedicated to making our residents the central focus of our organization and creating a rental experience which far exceeds our residents' expectations, both in level of upkeep of properties and responsiveness to their needs.

For more information on our management company, please visit [www.sacofallsmanagement.com](http://www.sacofallsmanagement.com).



April 26, 2017

Mr. Nate Stevens  
CBRE/The Boulos Company  
One Canal Plaza  
Portland, ME 04101

RE: Ross Furman: Portland Public Works property

Dear Nate:

I am writing to inform you that Gorham Savings Bank has been doing business with Ross Furman since September of 2006. He has handled his banking relationship in a fully satisfactory manner. Based on Ross' history with the Bank, he has exhibited the financial capacity to complete the proposed purchase of the Portland Public Works property.

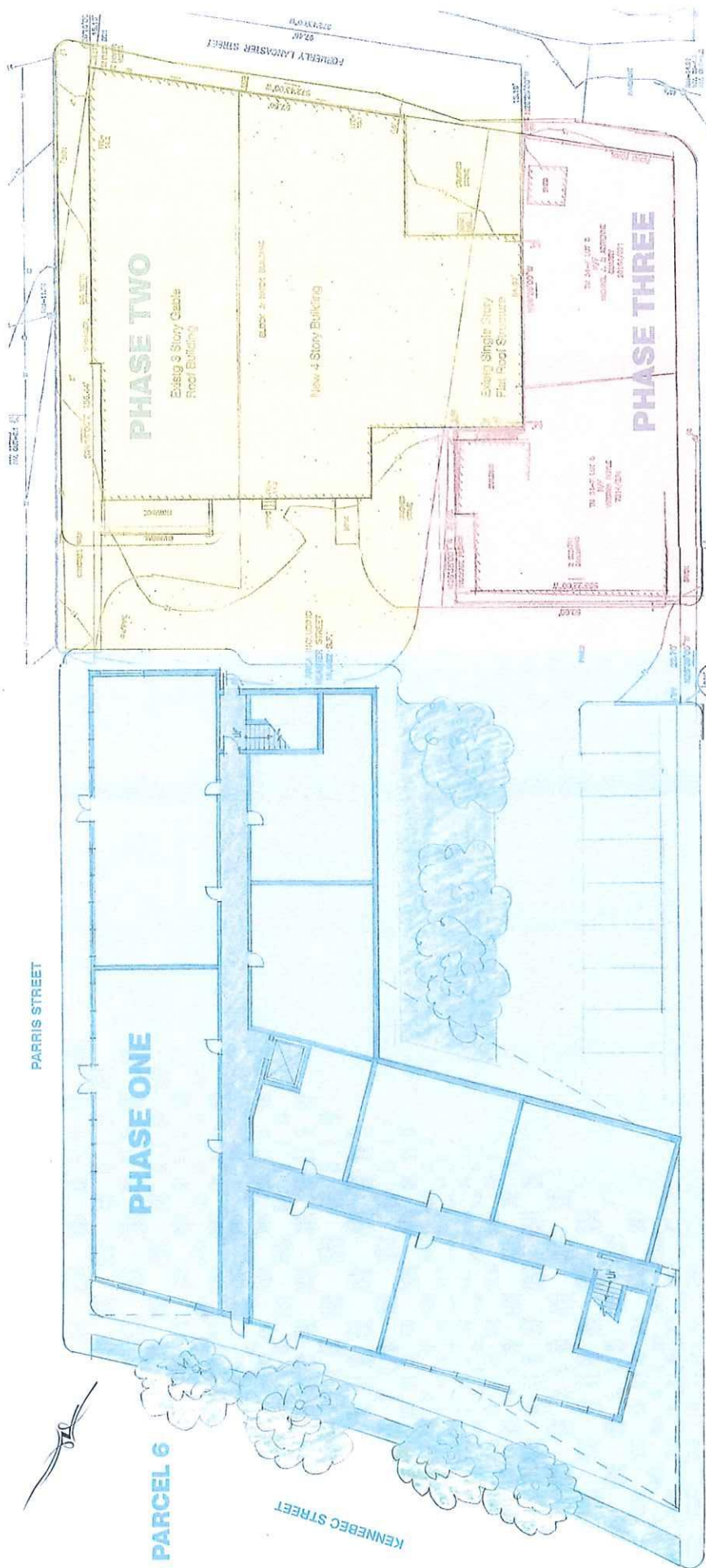
If you should need further information, please call me at 222-1498.

Sincerely,

A handwritten signature in blue ink, appearing to read "F. G. Proctor", is written over a faint, larger version of the same signature.

Frederick G. Proctor  
Vice President

Cc: Ross Furman



PARRIS STREET

PHASE ONE

PHASE TWO

PARCEL 6

KENNEBEC STREET

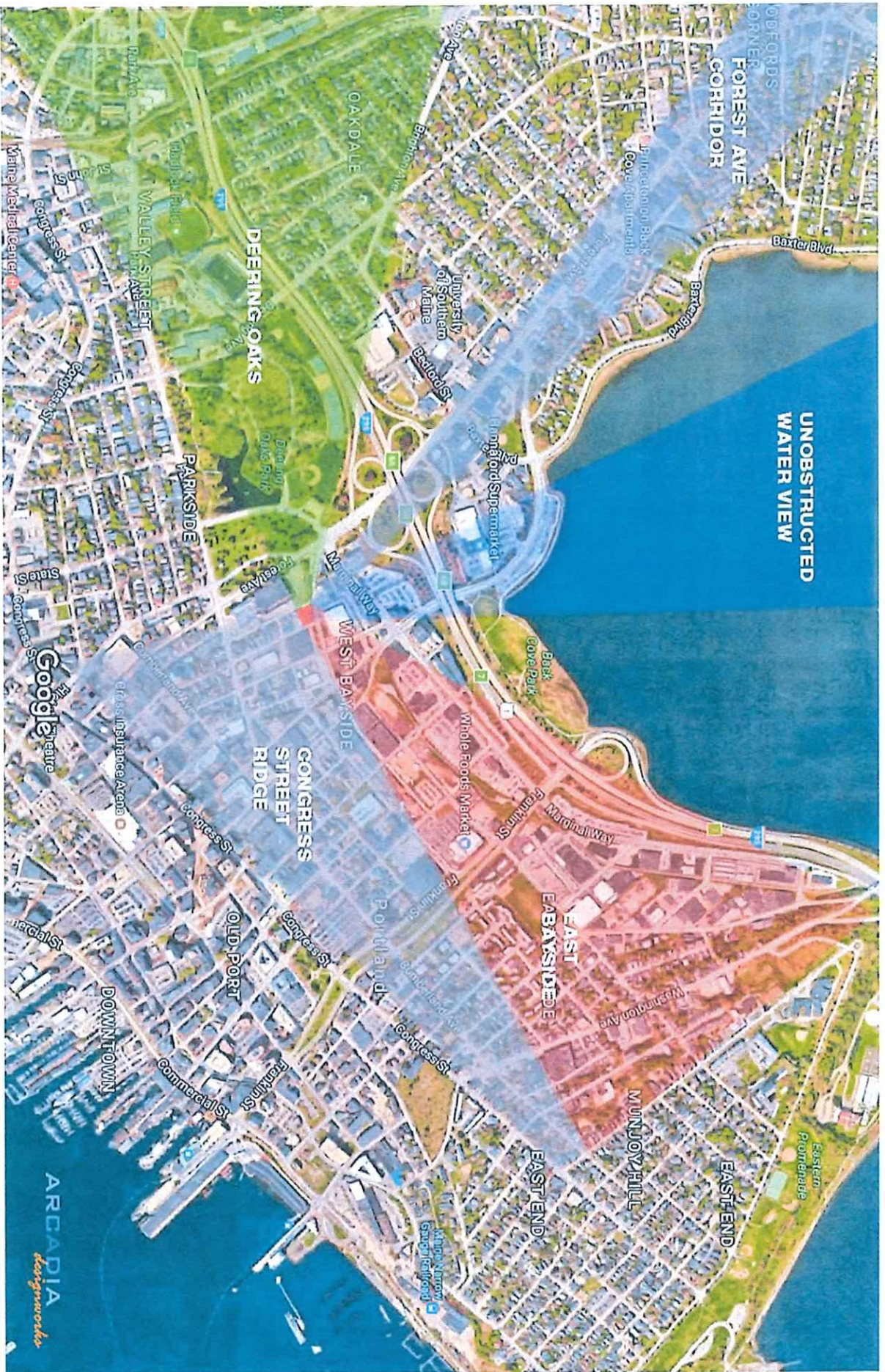
PHASE THREE

BRATTLE/KENNEBEC/PARRIS STREET DEVELOPMENT  
 PHASED DEVELOPMENT SITE PLAN - APPROX: 42,120 GSF

BRATTLE STREET

ARCADIA  
 66-3017





UNOBSTRUCTED  
WATER VIEW

PARRIS STREET



A - Apartment  
R - Retail  
MU - Mechanical/Utility

KENNEBEC STREET

**BRATTLE/KENNEBEC/PARRIS STREET DEVELOPMENT**  
**BUILDING CONCEPT - GROUND LEVEL PLAN 13,088 GSF**

ARCADIA  
06-2017  
*designworks*

furman place on kennebec

PARRIS STREET



A - Apartment  
R - Retail  
MU - Mechanical/Utility

KENNEBEC STREET

**BRATTLE/KENNEBEC/PARRIS STREET DEVELOPMENT**  
**BUILDING CONCEPT - UPPER LEVEL PLAN 13,088 GSF**

**furman** place on kennebec

ARCADIA  
06-2017 *designworks*

**THE**  
**SZANTON**  
**COMPANY**  
An affiliate of the Moons Company



furman place on Kennebec

ARCADIA



**PHASE TWO:**  
**NEW SYSTEMS - ARTIST STUDIOS AND**  
**NEW MEDIA & DESIGN OFFICE BUILDING**  
**PORTLAND, MAINE**

**A** BUILDING FACADE FORMS  
 STREET FRONT. LAND AND HARDSCAPING  
 PROVIDED FOR PUBLIC USE AND COMPLIMENTARY  
 TO PORTLAND TRAILS RIGHT OF WAY.

**B** 5-STORY BUILDING CONSTRUCTED USING GREEN, AFFORDABLE  
 MATERIALS AND ENERGY EFFICIENT MECHANICAL SYSTEMS, ENABLING  
 65% AFFORDABLE HOUSING AND 35% MARKET RATE APARTMENTS.

**C** BUILDING PROVIDES AFFORDABLE SPACE FOR ARTIST STUDIOS ON THE 1ST AND 2ND  
 LEVELS AND NEW MEDIA AND DESIGNER STUDIOS ON THE 3RD AND 4TH LEVELS.

**D** OFF STREET PARKING AND BUILDING COMMONS GARDEN AREA.

**PHASE ONE:**  
**FURMAN PLACE - AFFORDABLE**  
**HOUSING AND COMMERCIAL**  
**RETAIL BUILDING**



**FIRST AMENDMENT**  
**TO**  
**PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT is made as of the 13<sup>th</sup> day of March, 2018, by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine (“Seller”) and ROSS Y. FURMAN, an individual having a mailing address of Box Two, Portland, Maine 04112 (the “Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated October 10, 2017 (the “Agreement”) with respect to certain real property located at 178 Kennebec Street, Portland, Maine; and

WHEREAS, Seller and Buyer wish to amend the Agreement as provided herein:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The Agreement is hereby amended by deleting from section 11 of the Agreement the words “the day that is five months after the date of this Agreement” and replacing therefore the words “April 13, 2018,” meaning and intended hereby to fix the Closing Date under the Agreement to on or before April 13, 2018.
2. Except as specifically amended hereby, the Agreement shall remain in full force and effect, and the parties hereto ratify the terms and conditions of the Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives or officers, as of the date first written above.

WITNESS:

CITY OF PORTLAND



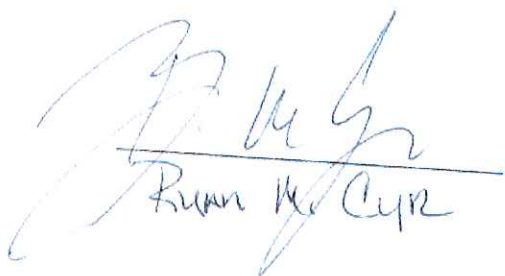


By:


Jon P. Jennings

Its City Manager

WITNESS:

  
Ryan Mc Cypre

By:

  
ROSS Y. FURMAN



Approved as to Form:  
City Corporation Counsel's Office

**CONFIRMATORY  
RELEASE DEED**

The **PORTLAND TERMINAL COMPANY**, a corporation duly organized and existing under the laws of the State of Maine, with offices at 1700 Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of One Dollar (\$1.00) and other valuable consideration paid to it by **ROSS Y. FURMAN**, with a mailing address of 41 Brattle Street, Portland, Maine 04101 (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Portland, County of Cumberland, State of Maine (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for~~

MAINE REAL ESTATE TAX PAID



~~recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to Irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suites and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~
8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **PORTLAND TERMINAL COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.
13. This Confirmatory Deed is given to replace the original Deed dated May 6, 1999 from the Grantor to the Grantee in respect of a certain parcel of land situated on the easterly side of Brattle Street and the westerly side of Parris Street in the City of

Portland, County of Cumberland, State of Maine, said parcel containing 6,700 square feet herein described, Grantee paid said consideration of Thirty Five Thousand One Hundred Seventy Five and 00/100 (\$35,175.00) Dollars, said original deed never having been recorded.

**IN WITNESS WHEREOF**, the said **PORTLAND TERMINAL COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 12<sup>th</sup> day of March, 2014.

**GRANTOR:  
PORTLAND TERMINAL COMPANY**

[Signature]  
Witness

By: [Signature]  
David A. Fink, President

SEAL

**GRANTEE:**

[Signature]  
Witness

By: [Signature]  
Ross Y. Furman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March, 2014

On this 12<sup>th</sup> day of March, 2014 before me, the undersigned notary public, personally appeared David A. Fink, the President of the **PORTLAND TERMINAL COMPANY** proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Roland Theriault  
My Commission Expires: \_\_\_\_\_



**ROLAND L. THERIAULT**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 5, 2016

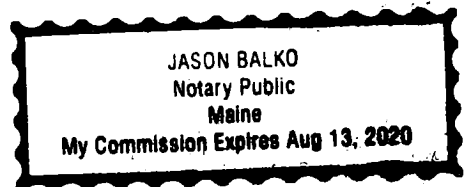
STATE OF MAINE

Cumberland, ss

3-26-, 2014

On this 26 day of March, 2014 before me, the undersigned notary public, personally appeared Ross Y. Furman proved to me through satisfactory evidence of identification, which was Licence, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Jason Balko  
My Commission Expires: 8-13-2020



**Exhibit A**

**PORTLAND TERMINAL COMPANY  
TO  
ROSS Y. FURMAN  
PARCEL F-2**

A certain lot or parcel of land situated on the easterly side of Brattle Street and the westerly side of Parris Street in the City of Portland, County of Cumberland and State of Maine being bounded and described as follows:

Beginning at a rod on the easterly side of said Brattle Street marking the northwesterly corner of land conveyed to Gregory B. Brown by deed recorded in the Cumberland County Registry of Deeds in Book 11,525, Page 259, said rod also being 645.90' northerly, along said easterly side of Brattle Street, from the northerly side of Portland Street;

Thence by land of Brown on a curve to the left whose radius is 2,757.50' an arc distance of 19.43, to the westerly corner of the parcel conveyed to Franklin R. Redlon recorded in Book 1340, Page 137, said corner being found on a chord of S 84° 01' 05" E a distance of 19.43';

Thence by the northerly line of said Redlon land N 75° 59' 22" E a distance of 18.00' to a point;

Thence S 5° 10' 32" E and being 2.00' easterly of the steps, leading to Brown's House, a distance of 3.10' to a point;

Thence N 85° 55' 33" E and being 2.00' northerly of Brown's house, a distance of 23.10' to a point;

Thence S 4° 4' 27" E and being 2' easterly, of Brown's house, a distance of 6.79' to a point on the northerly line of said Brown;

Thence by the northerly line of said Brown and the northerly line of land conveyed to Harrison O. Elliott by deed recorded in Book 2390, Page 224, on a curve to the left whose radius is 2,757.50' an arc distance of 76.21' to a rod on the westerly side of said Parris Street, said rod being found on a long chord of S 85° 52' 22" E a distance of 76.20';

Thence by the westerly side of Parris Street N 12° 10' 37" W a distance of 51.93' to a rod and other land of the Grantor, said rod being on a non tangent curve;

Thence by said Grantor land on a curve to the left whose radius is 2707.50 an arc distance of 137.69' to a rod being on a non-tangent curve, on the easterly side of said Brattle Street, said rod being found on a chord of N 84° 54' 50" W a distance of 137.67';

Thence by the easterly side of said Brattle Street S 12° 33' 19" E a distance of 52.85' to the point of beginning, comprising 6,700 sq. ft.

Being a portion of the premises conveyed in deed recorded in Book 481, Page 319.

Received  
Recorded Register of Deeds  
Mar 26, 2014 02:52:11P  
Cumberland County  
Pamela E. Lovley

**Maine Statutory Short Form**

Know all Men by these presents,

That **H.B. Eddy Company**, a Maine corporation f/k/a New System Laundry, Inc. for consideration paid, grants to **New Systems Realty, LLC**, a Maine limited liability company with a mailing address of P.O. Box 2, Portland, Maine 04112, with warranty covenants, the land, buildings and improvements thereon, all as located on Parris Street in the City of Portland, County of Cumberland, State of Maine and more particularly described on the attached **Schedule A**.

Also hereby conveying all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

Witness my hand this 6<sup>th</sup> day of March, 2003.

Signed and Delivered in  
the presence of:

H.B. EDDY COMPANY

Michael H. Hill

Daniel B. Eddy  
By Daniel B. Eddy  
Its Vice President

STATE OF MAINE  
CUMBERLAND, SS.

March 6, 2003

Then personally appeared the above named Daniel B. Eddy, Vice President of H.B. Eddy Company, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of H.B. Eddy Company.

Before me,

Michael H. Hill

~~Notary Public~~ / Attorney at Law

Printed Name: MICHAEL H. HILL

## SCHEDULE A

A certain lot or parcel of land situated in said Portland on the westerly side of Parris Street, bounded and described as follows: Northerly by parcels which Roswell M. Richardson, Administrator of the Estate of Nathan L. Woodbury, sold William H. Conant and Ralph and Ann Work; westerly by the parcels he sold said Works, Margaret O'Brion, Mellen B. Hamilton, et al, and George H. Owen et al.; and southerly by the northerly line of the lot of land with a block of 5 brick houses thereon; which northerly line commences on said street at a point fifteen (15) feet North of the point where the line of the northerly end of said block intersects said street and runs thence westerly parallel or nearly so with said northerly end of said brick block about eighty-one (81) feet to the southeasterly corner of said Owen lot, said lot being seventy-six and one-half (76½) feet on the street and about ninety-eight and three-tenths (98.3) feet on the rear lines and about eighty-one (81) feet deep.

Being the same premises conveyed to Harrison O. Elliot by the New System and Deering Laundry, Inc. by Warranty deed dated January 2, 1958 and recorded in the Cumberland County Registry of Deeds in Book 2390, Page 224; and

Also, another certain lot or parcel of land situated in said Portland and bounded and described as follows: Commencing on the easterly side of Brattle Street at a point forty-five and five-tenths (45.5) feet measuring on said Brattle Street northerly from the northwesterly corner of a lot of land formerly owned by Daniel Glazier which corner is one and six-tenths (1.6) feet northerly from the underpinning of the said Glazier House; thence easterly at right angles from said Brattle Street fifty (50) feet to a point; thence northerly parallel with said street twenty-two and seven tenths (22.7) feet to a point; thence to said street by a line at right angles to said street; thence southerly by said street twenty-two and seven-tenths (22.7) feet to the point of beginning.

Being the same premises conveyed to Harrison O. Elliot by Eleanor S. Evans, et al. by warranty deed dated June 20, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2617 at Page 148.

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

Beginning at the point where the Northerly side line of Lancaster Street intersects the Westerly side line of Parris Street; thence along the Westerly side line of Parris Street in a Northerly direction seventy-nine and seventy-three hundredths (79.73) feet, more or less, to a point fifteen (15) feet Northerly from the point where the line of the northerly end of the brick block upon this lot of land extended, intersects said Parris Street; thence Westerly on a line which is parallel, or nearly parallel with the line of the Northerly end of said brick block, ninety-six and one-half (96½) feet, more or less, to line of land, now or formerly, of David or Daniel Glazier; thence Southerly by said Glazier line, sixty-five and one-half (65½) feet, more or less, to the Northerly side line of said Lancaster Street; thence in an Easterly direction by the Northerly line of said Lancaster Street, about ninety-seven and one-half (97½) feet, more or less, to Parris Street, and the point of beginning.

Being the same premises conveyed to New System Laundry, Inc. by Harrison O. Elliot by his Warranty Deed dated January 2, 1958 and recorded in Cumberland County Registry of Deeds in Book 2390, Page 227.

The above three parcels being the same conveyed to the Grantor hereof by (i)warranty deed dated July 6, 1972 and recorded in the Cumberland County Registry of Deeds in Book 3278, Page 18, and (ii) warranty deed dated January 13, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3640, Page 312.

Meaning and intending to convey the premises shown on a Plan of Land for New System Laundry prepared by Owen Haskell, Inc. dated February 26, 1975 and recorded in the Cumberland County Registry of Deeds in Plan Book 138, Page 16.

Also including, all right, title and interest in and to the discontinued portion of Lancaster Street as attached hereto as Schedule B on the Order of Discontinuance as recorded with the City Clerk, Volume 106, Page 81.

S:\M\DD\New Systems\H.B. Eddy Company\Parris Street to New Sys\SCHEDULE A (Parris St.).doc

Received  
Recorded Register of Deeds  
Mar 06, 2003 03:40:28P  
Cumberland County  
John B. O'Brien