

- (4) That in the event of failure of the Grantee to complete or substantially complete the construction of the proposed building, landscaping, and grading in accordance with the approved site plan within three (3) years from the date hereof, the Grantee shall be required at the election of the Grantor, to reconvey to the Grantor all or such portion of the premises herein conveyed as the Grantor shall require for an amount which bears the same per square foot price as was paid for the premises herein conveyed.
- (5) That if within a period of eight (8) years from the date hereof, the Grantee shall decide to sell any portion of the premises herein conveyed without selling all of its premises, it shall notify the Grantor in writing by registered mail directed to the City Manager of the City of Portland of its desire to sell such portion and thereupon the Grantor shall have the exclusive option for a period of sixty (60) days from the receipt of such notice to buy such portion for an amount which bears the same per square foot price as was paid for the premises herein conveyed.
- (6) That the Grantee shall simultaneously with delivery of this deed to it, deliver to the Grantor at no cost to it a deed covering a parcel of land located at the intersection of the easterly side line of Gilman Street and the northwesterly side line of Arsenal Street for the purpose of providing a turn-around area serving Gilman Street.
- (7) That the Grantee shall construct or cause to be constructed at no cost to the Grantor said turn-around area in accordance with specifications to be approved by the Director of Public Works of the City of Portland.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to it the said Maine Medical Center

its successors ~~XXHence~~ and Assigns forever.

And the said Grantor Corporation does covenant with the said Maine Medical Center, its successors

~~XXHence~~ and Assigns, that it will warrant and forever defend the premises to it the said Grantee, its successors ~~XXHence~~ and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by JOHN G. DePALMA

, its Director of Finance thereunto duly authorized, this 4th day of August in the year one thousand nine hundred and seventy-two.

Signed, Sealed and Delivered in presence of

Patricia E. Mealy

CITY OF PORTLAND

By *John G. DePalma*
Director of Finance



State of Maine, CUMBERLAND ss.

August 4 19 72.

Personally appeared the above named JOHN G. DePALMA, Director of Finance 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,

Patricia E. Mealy
Justice of the Peace
Notary Public

AUG 4 1972

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 05 PM, and recorded in

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