## 17050

## Know All Men by These Presents,

That the CITY OF PORTLAND, a body politic and corporate,

## MXXXXXII BARIO BAR

XXX

**Portland** 

in the County of

Cumberland

and State of

te of Maine

in consideration of Thirteen Thousand Five Hundred (\$13,500.00) Dollars

paid by the MAINE MEDICAL CENTER, 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, whose address is 22 Bramhall Street, Portland, Maine

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and remark and Jarreer Outi-Claim unto the said

Maine Medical Center, its successors

Xhmirm and assigns forever,

a certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at a point marking the intersection of the westerly terminus of the northerly side line of Bramhall Street and the Northerly terminus of the easterly side line of Western Promenade; thence on a course of South 61° 00' 30" West along a prolongation of the northerly side line of said Bramhall Street, a distance of eighty-six and eight hundredths (86.08) feet to a point; thence North 50° 49' 20" West, a distance of one hundred fifty-one and thirty-nine hundredths (151.39) feet to a point which point is on the southeasterly side line of Arsenal Street as it was formerly laid out; thence North 62° 24' 00" East fifty (50) feet to a point; thence North 27° 36' 00" West, a distance of forty (40) feet to a point on the northwesterly side line of Arsenal Street, as it was formerly laid out; thence North 62° 24' 00" East, a distance of two hundred seventy-two (272) feet, more or less, to a point which point is two hundred forty-eight (248) feet from the starting point hereof when measured on a course of North 16° 58' 00" East from said starting point; thence South 16° 58' 00" West, a distance of two hundred forty-eight (248) feet to said starting point.

Being a portion of the premises conveyed to the Grantor by deed of Sarah Little dated July 11, 1856, recorded in Cumberland County Registry of Deeds in Book 274, Page 6.

By acceptance of this deed, the Grantee covenants and agrees for itself, its successors and assigns:

- (1) That the Grantee shall secure Planning Board review and approval of the site plan for its proposed development prior to beginning construction of any building and landscaping of the land herein conveyed.
- (2) That the Grantee shall submit to the Planning Board for review and approval a grading plan within three months from the date hereof; that it will initiate actual grading work within six months from the date hereof; and that it will complete such grading work within three months from the date of completion of the proposed building.
- (3) That the Grantee shall provide and forever maintain access for fire equipment satisfactory to the Fire Chief of the City of Portland to the proposed building and the remainder of the Medical Center Building Complex.

- (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.

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

XXHIMIXEK and Assigns forever. its successors Am the said Grantor Corporation does comment with the said

Maine Medical Center, its successors

XHEXEE and Assigns, that it will Warrant and Jorener Befend the it the said Grantee , premises to its successors XHaire and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Atmess Thereof, 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 day of (luguest

in the year one thousand nine hundred and seventy-two.

Signed, Bealed und Belivered

thereunto duly authorized, this

th presence of

CITY OF PORTLAND

State of Maine,

**CUMBERLAND** 

august y 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,

AUG 4 1972

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 B 05 WPM, and recorded in

BOOK 3278 PAGE 209