

**DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK  
CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached

**INSPECTION  
PERMIT**

Permit Number: 080627

This is to certify that PORTLAND TERMINAL /Allied/Coak Construction  
has permission to Vacant Fire-damaged building remove structure - Slab of remaining  
AT 1199 FOREST AVE 152 X001001

<p><b>PERMIT ISSUED</b></p> <p>JUN 11 2008</p> <p align="center">CITY OF PORTLAND</p>
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provided that the person or persons firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is altered or proposed-increase in height. FOUR NOTICES IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**Fire Dept. Greg Cass

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

*James Burke* 6/10/08  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

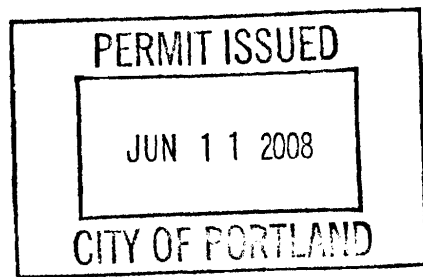
**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0627	Issue Date:	CBL: 152 X001001
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Location of Construction: 1199 FOREST AVE	Owner Name: PORTLAND TERMINAL CO	Owner Address: IRON HORSE PARK	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone: 2077722888
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	Zone: I-L
Past Use: Vacant Shed/ garage	Proposed Use: Vacant Land - Vacant Fire damaged building remove structure only - Slab only remaining	Permit Fee: \$60.00	Cost of Work: \$4,000.00
Proposed Project Description: Vacant Fire damaged building remove structure only - Slab only remaining		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: U Type: U/A
		Signature: <i>Craig Cass</i>	Signature: <i>JMB 6/10/08</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied			
Signature: _____ Date: _____			

Permit Taken By: Idobson	Date Applied For: 06/05/2008	<b>Zoning Approval</b>		
<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>6/5/08</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____	



**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY )

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

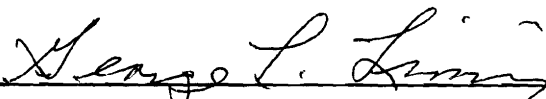
**A Pre-construction Meeting will take place upon receipt of your building permit.**

  X   Final inspection required at completion of work.

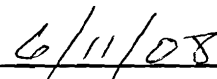
Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

**If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

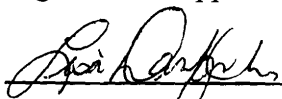
**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.**



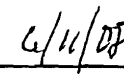
Signature of Applicant/Designee



Date



Signature of Inspections Official



Date

**City of Portland, Maine - Building or Use Permit**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0627	Date Applied For: 06/05/2008	CBL: 152 X001001
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Location of Construction: 1199 FOREST AVE	Owner Name: PORTLAND TERMINAL CO	Owner Address: IRON HORSE PARK	Phone:
Business Name:	Contractor Name: Allied/Cook Construction	Contractor Address: PO Box 1396 Portland	Phone (207) 772-2888
Lessee/Buyer's Name	Phone:	Permit Type: Demolitions - Building	

Proposed Use: Vacant Land - Vacant Fire damaged building remove structure only - Slab only remaining	Proposed Project Description: Vacant Fire damaged building remove structure only - Slab only remaining
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**Dept:** Zoning      **Status:** Approved      **Reviewer:** Marge Schmuckal      **Approval Date:** 06/05/2008

**Note:**      **Ok to Issue:**

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Jeanine Bourke      **Approval Date:** 06/10/2008

**Note:**      **Ok to Issue:**

- 1) The disposal of mixed construction debris must be handled based on the agreement with the Department of Public Services
- 2) Demolition permits are valid for a period of 30 days from the date of issuance. A written request must be submitted and granted for an extension to this time period.

**Dept:** Fire      **Status:** Approved      **Reviewer:** Capt Greg Cass      **Approval Date:** 06/05/2008

**Note:**      **Ok to Issue:**

<p><b>Comments:</b></p> <p>6/5/2008-mes: Penny is getting information about the right title, and interest concerning this property - apparently the Morrill's Corner development folks have purchase this building/property from Portland Terminal Co.</p> <p>6/6/2008-mes: Received deed from Natalie Burns of Jensen Baird</p> <p>6/10/2008-jmb: Mike Menario confrimed ok with Northern Utilities</p>
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## Demolition of a Structure Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1199 Forest</u> <u>MORRILL CORNER (BEHIND WOK INN)</u>		
Total Square Footage of Proposed Structure <u>1,152</u>		Square Footage of Lot <u>10,000 SF +/-</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>152</u> <u>X</u> <u>1</u>	Owner: <u>THE STOP &amp; SHOP COMPANY</u> <u>ATTN: LINDA COSTANZO</u>	Telephone: <u>617-770-8194</u>
Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>ALLIED COOK CONSTRUCTION</u> <u>P.O. BOX 1396</u> <u>PORTLAND, ME 04104</u> <u>772-2888</u>	Cost Of Work: \$ <u>4,000 =</u> Fee: \$ _____
Current legal use: (i.e. garage, warehouse) <u>VACANT</u>		
If vacant, what was the previous use? <u>GARAGE</u>		
How long has it been vacant?: <u>1 YEAR</u>		
Project description: <u>VACANT GARAGE, FIRE DAMAGED.</u> <u>REMOVE STRUCTURE ONLY; SLAB &amp; FOUNDATION TO REMAIN</u>		
Contractor's name, address & telephone: <u>ALLIED COOK CONSTRUCTION</u>		
Who should we contact when the permit is ready: <u>GEORGE LIMING</u>		
Mailing address: <u>Phone: (207)-772-2888</u> <u>P.O. Box 1396</u> <u>PORTLAND, ME 04104</u>		

Please submit all of the information outlined in the Demolition call list. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant:

George L. Liming

Date:

6/3/08

This is not a permit; you may not commence ANY work until the permit is issued.



## Demolition Call List & Requirements

Site Address: MORRIS CORNER

Owner: STOP & SHOP

Structure Type: MEDIA GARAGE

Contractor: ALLIEA / COOK

### Utility Approvals

Utility Approvals	Number	Contact Name/Date
Central Maine Power	1-800-750-4000	<u>JEN FREGHAN 6/4/08</u>
Northern Utilities	797-8002 ext 6241	<u>MARK ALLEN 6/4/08</u>
Portland Water District	761-8310	<u>JAN (CUST. SERVICE) 6/4/08</u>
Dig Safe	1-888-344-7233	<u>DEBBIE 6/4/08</u>

After calling Dig Safe, you must wait 72 business hours before digging can begin.

DPW/ Traffic Division (L. Cote)	874-8891	<u>LUCY COTE 6/4/08</u>
DPW/ Sealed Drain Permit (C. Merritt)	874-8822	<u>CAROL MERRITT 6/4/08</u>
Historic Preservation	874-8726	<u>SCOTT HANSON 6/4/08</u>
Fire Dispatcher	874-8576	<u>JAMIE 6/4/08</u>
DEP - Environmental (Augusta)	287-2651	<u>SANDY MOODY 6/4/08</u>

### Additional Requirements

- 1) Written Notice to Adjoining Owners
- 2) A Photo of the Structure(s) to be demolished
- 3) Certification from an asbestos abatement company

All construction and demolition debris generated in Portland must be delivered to Riverside Recycling Facility at 910 Riverside Street. Source separated salvage materials placed in specifically designated containers are exempt from this provision. For more information contact Troy Moon @ 874-8467.

U.S. EPA Region 1 - No Phone call required. Just mail copy of State notification to:

Demo / Reno Clerk  
US EPA Region I (SEA)  
JFK Federal Building  
Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above and attached all required documentation.

Signed: George L. Loring

Date: 6/4/08

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)

**ALLIED/COOK**  
**CONSTRUCTION**

Planners • Managers • Design/Builders  
Building Excellence Since 1958

June 4, 2008

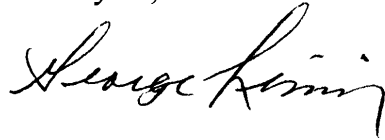
To: Adjoining Property Owners

Re: Building Demolition

Please be informed that we will be demolishing the burned out shell of the abandoned building adjacent to your property.

If you have any questions please call me at (207) 772-2888.

Thank you,



George L. Liming





## George Liming

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**From:** Robert Rickett [rrickett@abatementpros.com]  
**Sent:** Wednesday, June 04, 2008 3:17 PM  
**To:** George Liming  
**Cc:** Jayne Rickett (E-mail); Krisrickett (E-mail); Kyle Rickett (E-mail); Sandy Rickett (E-mail)  
**Subject:** Allen Ave project

George, I walked the site this morning over on Allen Ave, where the building burnt down to look for any material that may be asbestos containing, from what i could see there isn't anything that would be suspect for asbestos as the building was made of wood/Steel beams construction, there appears to be no interior finishes or siding materials to sample.

Robert W. Rickett Jr  
President  
Abatement Professionals Corp  
590 County Road, Suite 2  
Westbrook, Maine 04092

Office 207-773-1276  
Fax 207-772-1203  
Cell 207-671-4361

Email: [rrickett@abatementpros.com](mailto:rrickett@abatementpros.com)

6/4/2008

**From:** "Natalie L. Burns" <nburns@JBGH.com>  
**To:** "Penny Littell " <PL@portlandmaine.gov>  
**Date:** 6/6/2008 11:02:40 AM  
**Subject:** Deed for Former Railroad Property

Penny,

A copy of the deed for the former railroad property is attached. Please let me know if you need anything else on this or have any questions.

Thanks,

Natalie

Natalie L. Burns, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street  
P.O. Box 4510  
Portland, Maine 04112-4510  
207-775-7271 or 800-756-1166  
Fax: 207-775-7935  
nburns@jbggh.com  
www.jbggh.com

**REQUIRED DISCLOSURE:**

United States Treasury Regulations require us to inform you that any tax advice contained in this communication and any attachment or enclosure is not intended or written by us to be used, and cannot be used, by any taxpayer for the purpose of avoiding tax penalties.

**DISCLAIMER:**

This e-mail and any file or attachment transmitted with it, is only intended for the use of the person and/or entity to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the recipient of this message is not the intended recipient or otherwise responsible for delivering the message to the intended recipient, be notified that any disclosure, distribution or copying of this information is strictly prohibited. If you received this communication in error, destroy all copies of this message, attachments and/or files in your possession, custody or control and any other copies you may have created, and notify the sender at (207) 775-7271 or at the sender's e-mail address listed above.

**CC:** "Hession, John" <JHession@VHB.com>, "Caroline Woodward" <CWoodward@sherin.com>, <gstutz@stopandshop.com>, "Linda Costanzo" <lcostanzo@stopandshop.com>, "Paul Cincotta" <pcincotta@PACKARDDEVELOPMENT.com>

## 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 "Grantor") in consideration of One Hundred Fifteen Thousand Four Hundred Ninety Seven and 00/100 (\$115,497.00) Dollars paid to it by **SS MORRILLS, LLC, a Delaware limited liability company** (the "Grantee") with a mailing address of 1 Wells Avenue, Newton, MA 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 an exclusive, permanent 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 underground: poles, pipes, wires, fibers, fiberoptic 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 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. Such Telecommunications Easement is limited to the area ten (10) feet in width on the southerly boundary of the premises as shown on the plan provided by the Grantee and recorded herewith.


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, suits 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 may be.
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.

**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 Chief Executive Officer, thereunto duly authorized this 24<sup>th</sup> day of March, 2005.

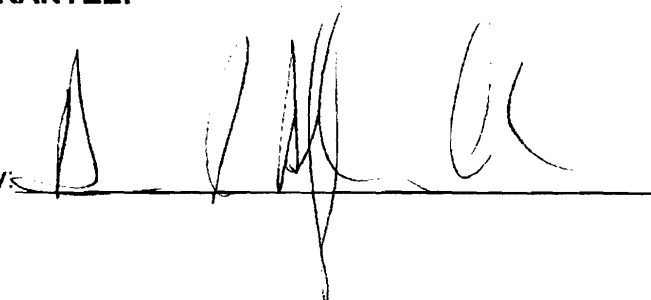
**GRANTOR:**  
**PORTLAND TERMINAL COMPANY**

  
Witness

By:   
David A. Fink, Chief Executive Officer

**GRANTEE:**

  
Witness

By: 

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 4, 2005

On this 24<sup>th</sup> day of March, 2005, before me, the undersigned notary public, personally appeared David A. Fink, the Chief Executive Officer of the **PORTLAND TERMINAL COMPANY** as aforesaid, 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 L. Theriault  
My Commission Expires August 7, 2009  
Roland L. Theriault  
Notary Public  
My Commission Expires  
August 7, 2009

~~STATE OF MAINE~~ *Commonwealth of Mass*

*Middlesex, ss.*

March 30, 2005

Then personally appeared Armen Aftandilian\* the Manager of Morrell's Corned LLC\* and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said SS Morrell's LLC, before me.

Notary Public: Paul J. Sutter Jr.  
My Commission Expires Jan 23, 2009



**PAUL J. SUTTER JR.**  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES  
JANUARY 23, 2009

*\* which is the manager of SS Morrell's LLC*

**EXHIBIT "A"**

**PORTLAND TERMINAL COMPANY  
TO  
SS MORRILLS, LLC  
SALE OF LAND  
IN  
PORTLAND, MAINE**

A certain lot or parcel of land situated on the easterly side of Forest Avenue in the City of Portland county of Cumberland and State of Maine described as follows:

Beginning at a point on the easterly sideline of Forest Avenue at the southwesterly corner of land now or formerly of Wok Inn described in Deed 6875 Page 46;

Thence, N 87° 18' 40" E along land of said Wok Inn 213.76 feet to a point;

Thence Southeasterly across land of Portland Terminal Company along a curve to the left having a radius of 1513.12 an arc length of 134.62 feet to a point 22 feet from and normal to Baseline Station 138 + 36.89 from valuation section 1-B which curve has a chord of S 43° 30' 16" E and 134.58 feet;

Thence northwesterly along a curve to the left having a radius of 1273.00 an arc distance of 303.04 feet to a point on the easterly sideline of Forest Avenue which point is 22 feet from and normal to Baseline Station 141 + 34.78 from valuation section 1-B which curve has a chord of N 78° 38' 44" W and 302.35 feet;

Thence N 19° 08' 02" W along the easterly sideline of Forest Avenue 29.70 feet to the point of beginning containing 12,833 square feet.

Reference is made to a plan entitled "Plan of Land on Forest Avenue Portland, Maine to be conveyed by owner of record Portland Terminal Company to SS Morrills, LLC" dated February 3, 2005 by Owen Haskell, Inc.



