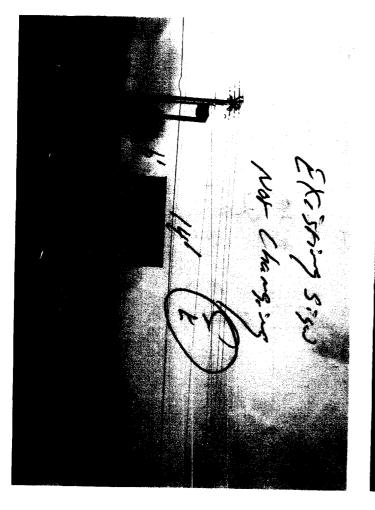
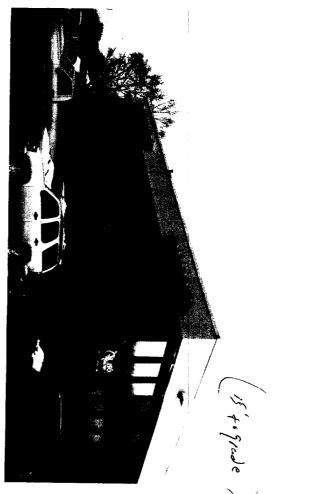
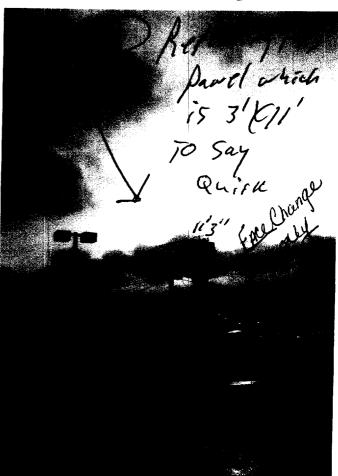
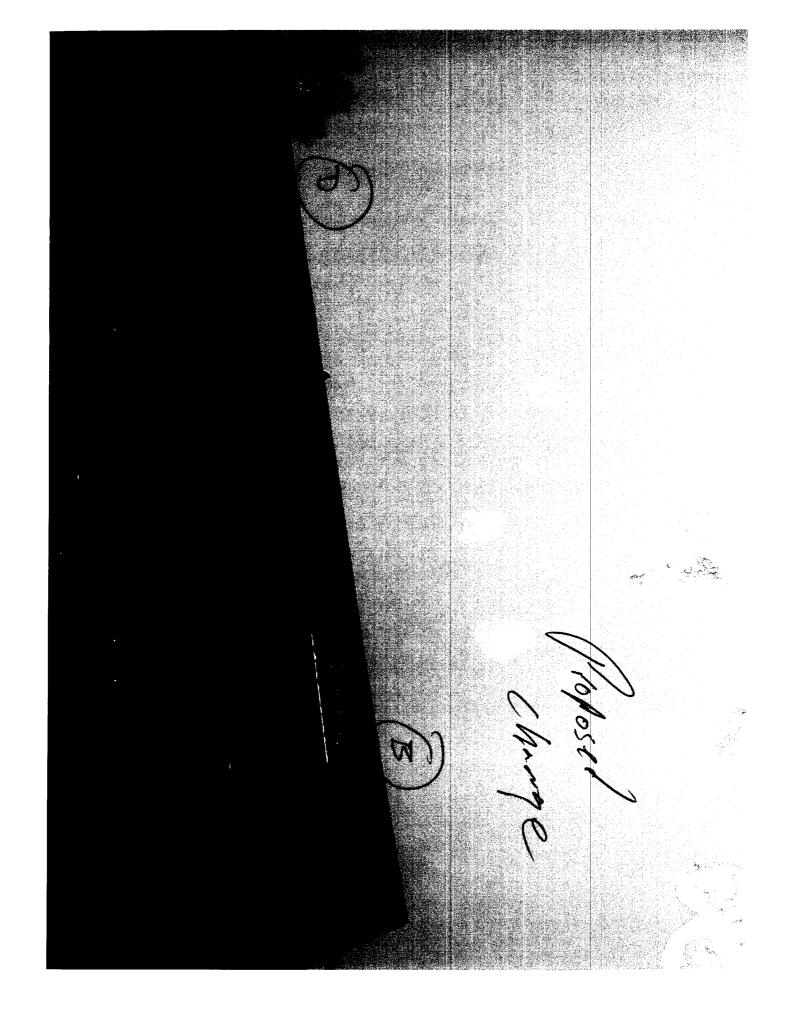
Replacing this 3'×15' Parcel To Say Quick 15' 16'' & FreeChg









This Design Is The Property Of: Sign Design Inc. Monorted w/(4) each Lottor 3/8" Long bolts 306 Warren Ave. Portland, ME Phone: 207-856-2600 Fax: 207-856-7600 Individually Mounted Channel Letters Core Hight, Of all me Cons 21 7 X Expreaden 1/25/06 serge as Lotter some serge as CHEUROLET Letters CHEUROLET Letters CHEUROLET Latio Anone Customer: Quirk Job Name: quirk coomp. 1 Date: 1-25-06 **Approval:**



CERTIFICATE OF INSURANCE UNIVERSAL UNDERWRITERS INSURANCE COMPANY 3 Executive Park Drive, Bedford, NH 03110 800-633-8842

Hereby certifies that the following insurance policies have been issued on behalf of:Name of InsuredQuirk Acquisition Company, dba Quirk ChevroletAddress of Insured1000 Brighton Avenue Portland, ME 04102

Kind of Insurance	Policy Number	Policy Period	Our Limits
AUTO INVENTORY PHYSICAL DAMAGE	266869	EFF: 12/13/2005	\$700,000
GARAGE OPERATIONS AND AUTO HAZARDS (Includes General Liability)			\$300,000 Combined Single Limit
UMBRELLA (Excess of Auto Hazard and General Liability)	_		\$10,000,000

This Certificate of Insurance neither affirmatively **nor** negatively **amends**, extends or **alters** the coverage **afforded by the** policies **listed** above which **have** been issued **by this** Company,

In the event of any **material** change in, or cancellation *of*, said policies, the **undersigned company will** give **30 day** written **notice** to **the parties** *to* whom **this** certificate is **issued**.

Certificate Prepared For:

City of Portland **389** Congress Street Portland, ME 04101

This certificate is not	valid unless countersigned by	an authorized re	presentative of the	company.	~	
D-4-	<i>a</i> , , , , , , , , , , , , , , , , , , ,	/			11	2

Date	Countersigned by:
1/20/06	nein tambert
	Authofized Representative

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1000Brighton Avenue P.O. Box 3564 Portland, ME 04104 (207) 774-5971 Fax (207) 874-0014

January 20,2005

Marge Schmuckal Planning and Development Department City of Portland 389 Congress Street Portland, ME 04101

RE: Signage/Name Change 1000Brighton Avenue

Dear Marge:

As an owner representative of the property located at 1000Brighton Avenue, formerly Forest City Chevrolet, I authorize Sign Design Inc. to install signs/sign face replacements as detailed on the attached paperwork.

Sincerely,

Timothy J. Reardon Administrator

cc: Sign Design

• •

RECORDING REQUESTEDBY AND AFTER RECORDINGRETURN TO: Denuis C. Sbrega, Esq. PratiFlaherty One City Center P.O. Box 9546 Portland, ME 04112-9546



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 13th day of December, 2005, by and among **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Bank"), QV **REALTY, LLC** ("Landlord" or "Borrower"), and QUIRK ACQUISITION CO., d/b/a QUIRK CHEVROLET, a Maine corporation (collectively, "Tenant").

RECITALS:

A. Bank is relying on this Agreement as an inducement in making and maintaining a certain term loan (the "Loan") for the account of Borrower evidenced by two (2) Promissory Notes dated December 13,2005 (the "Notes") which are secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filings, dated December 13,2005 ("Mortgages"), and a related Assignment of Leases and Rents, dated December 13, 2005 ("Assignment") with respect to the lands, buildings and improvements located at or near 1000 Brighton Avenue, City of Portland, County of Cumberland and State of Maine ("Property").

3. Tenant is the tenant under that certain Lease Agreement ("Lease") dated 12 - 13 - 05, made with Landlord, covering the demised premises ("Premises") at the Property **as** more particularly described in the Lease.

C. Bank requires, as a condition to the extending and maintaining of the Loan, that the Mortgages be and remain superior to the Lease and that its rights under the Assignment be recognized.

D. Tenant requires, as a condition to the Lease being subordinate to the Mortgages, that its rights under the Lease be recognized.

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E. Bank, Landlord, and Tenant desire to confirm their understanding with respect to the Mortgages and the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained the Agreement, and other valuable consideration, the receipt and adequacy of which the parties to this Agreement acknowledge, and with the understanding by Tenant that Bank shall rely on the Agreement in making and maintaining the Loan, **Bank**, Landlord, and Tenant agree as follows:

1. *Subordination.* The Lease and the rights of Tenant under the Lease (including, without limitation, any right to purchase the Property and/or lease additional space at the Property) are subordinate and inferior to the Mortgages and any amendment, renewal, substitution, extension, or replacement of the Mortgages and each advance made under **the** Mortgages as though the Mortgages, and each such amendment, renewal, substitution, extension or replacement, were executed and recorded, and the advance made, before the execution of the Lease.

2. *Non-Disturbance.* So long as Tenant is not in default (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed, (i) Tenant's occupancy of the Premises shall not be disturbed by Bank in the exercise of any of its rights under the Mortgages during the term of the Lease, or any extension or renewal thereof made in accordance with the terms of the Lease, and (ii) Bank will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgages.

3. Attornment and Certificates. If Bank succeeds to the interest of Borrower as Landlord under the Lease, or if the Property or the Premises are sold under **power** of sale under the Mortgages, Tenant shall attorn to Bank, or a purchaser upon any such foreclosure sale, and shall recognize Bank, or such purchaser, thereafter as the Landlord under the Lease. That attornment shall be effective and self-operative without the execution of any further instrument. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of any holder(s) of any of the indebtedness or other obligations secured by the Mortgages, or upon request of any such purchaser, (a) any instrument or certificate which, in the reasonable judgment of such holder(s), or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, and (b) an instrument or certificate regarding the status of the Lease, consisting of statements, if true (and, if not true, specifying in what respect), (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the duration and date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default or state of facts which, with the passage of time, or notice, or both, would constitute a default, exists on the **part** of either party to the Lease, and (vi) the dates on which payments of additional rent, if any, are due under the Lease.

4. *Limitations.* If Bank exercises any of its rights under the Assignment or the Mortgages, or if Bank shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser **acquires** the Property, or the Premises, upon or after any foreclosure of the

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Mortgages, or any deed in lieu thereof, Bark or such purchaser, as the case may be, shall have the same remedies by entry, action, or otherwise in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants and conditions of the Lease on Tenant's part to be paid, performed or observed that the Landlord had or would have had if **Bank** or such purchaser had not succeeded to the interest of the present Landlord. From and after any such attornment, Bank or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after such attornment to Bank, or to such purchaser, have the same remedies against Bank, or such purchaser, for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Benk or such purchaser had not succeeded to the interest of Landlord. Provided, however, that **Bank** or such purchaser shall only be bound during the period of its ownership, and that in the case of the exercise by Bank of its rights under the Mortgages, or the Assignment, or any combination thereof, or a foreclosure, or deed in lieu of foreclosure, all Tenant claims shall be satisfied only out of the interest, if any, of Bank, or such purchaser, in the Property, and Bank and such purchaser shall not be (a) liable for any act or omission of any prior landlord (including the Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Premises or the Property; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord): or (d) bound by any rent or additional rent which Tenant might have paid for more than the then current rental period to any prior landlord (including the Landlord); or (e) bound by and amendment or modification of the Lease, or any consent to any assignment or sublet, made without Bank's prior written consent; or (f) bound by or responsible for any security deposit not actually received by **Bank**; or (g) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Lease or otherwise including without limitation any warranties or representations respecting use, compliance with zoning, landlord's title, landlord's authority habitability and/or fitness for any purpose, or possession; or (h) liable for consequential damages.

5. **Rights Reserved.** Nothing in contained in this Agreement is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of: (a) the Landlord under the Lease, or any subsequent landlord, against the Tenant in the event of any default by Tenant (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed; *or* (b) the Tenant under the Lease against the original or any prior Landlord in the event of any default by the **original** Landlord to pursue claims against such original or prior Landlord whether or not such claim is barred against **Bark** or *a* subsequent purchaser.

6. Notice and Right To Cure. Tenant agrees to provide Bank with a copy of each notice of default given to Landlord under the Lease, at the same time it gives any notice of default to Landlord. If the Landlord has defaulted under the Lease, Tenant will take no action to terminate the Lease (a) if the default is not curable by Bank (so long as the default does not interfere with Tenant's use and occupation of the Premises), or (b) if the default is curable by Bank, unless the default remains uncured for a period of thirty (30) days after written notice thereof shall have been given, postage prepaid, to Landlord at Landlord's address, and to Bank at the address provided in Section 7 below; provided, however, that if any such default is such that it reasonably cannot be cured within such thirty (30) day period, that period shall be extended for such additional time as shall be reasonably necessary (including, without limitation, a reasonable

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time to obtain possession of the Property and to foreclose the Mortgages), if Bank gives Tenant written notice within that thirty (30) day period of Bank's election to undertake the cure of the default and if curative action (including, without limitation, any action to obtain possession and foreclose) is instituted within a reasonable time and is thereafter diligently pursued. Bank shall have no obligation to cure any default under the Lease or to continue efforts to cure if it had previously elected to do so.

7. *Notices.* Any notice or communication required or permitted hereunder shall be in writing, and shall be given or delivered: (i) by United States mail, registered or certified, postage fully prepaid, return receipt requested, or (ii) by recognized courier service or recognized overnight delivery service; and in any event addressed to the party for which it is intended at its address set **forth** below:

To Bank:	KeyBank National Association Attn: Key AutoFinance One Canal Plaza Portland, ME 04101-4035
with a copy to:	Dennis C. Sbrega, Esq. PretiFlaherty, LLP One City Center P.O. Box 9546 Portland, ME 041 12-9546
To Tenant:	Quirk Acquisition Co. Attn: President 295 Hogan Road Bangor, ME 04402
with a copy of default notices to:	George F. Eaton, II, Esq. Rudman & Winchell, LLC
	84 Harlow Street P.O. Box 1401 Bangor, ME 04402-1401

or such other address as such **party** may have previously specified by notice given or delivered in accordance with the foregoing. Any such notice shall be deemed to have been given and received on the date delivered or tendered for delivery during normal business hours **as** provided in this Agreement.

8. *No Oral Change.* This Agreement **may** not be modified orally or in any manner other **than** by an agreement in writing signed by the parties in this Agreement or their respective successors in interest.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties to this Agreement, their respective heirs, legal representatives, successors and assigns, and any purchaser or purchasers at foreclosure of the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

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Payment of Rent to Bank. Tenant acknowledges that it has notice that the Lease 10. and the rent and all sums due under the Lease have been assigned to Bank as part of the security for the Obligations secured by the Mortgages. Should the **Bank** notify Tenant of **a** default under the Notes and demand that Tenant **pay** its rent and all other sums due under the Lease to Bank, Tenant agrees that it will honor that demand and pay its rent and all other sums due under the Lease to **Bank**, or Bank's designated agent, until otherwise notified in writing by Bank. Borrower unconditionally authorizes and directs Tenant to make rental payments directly to Bank or any purchaser or grantee following receipt of that notice and further agrees that Tenant may rely on that notice without any obligation to further inquire into whether any default exists under the Mortgages or the Assignment, and that Borrower shall have no right or claim against Tenant for or **by** reason of any payments of rent or other charges made by Tenant to Bank following receipt of that notice. Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Bank or any purchaser or grantee and agrees that such direct payment to Bank or such purchaser or grantee shall discharge all obligations of Tenant to make such payment to Landlord.

11. No Amendment or Cancellation of Lease. So long as the Mortgages remains undischarged of record., Tenant shall not amend, modify cancel, or terminate the Lease, or consent to an amendment, modification, cancellation, or termination of the Lease, or agree to subordinate the Lease to any other mortgage, without Bank's prior written consent in each instance.

12. Options. With respect to any options or rights to lease additional space or purchase the Property provided to Tenant under the Lease, Bank agrees to recognize the same if Tenant is entitled thereto under the Lease after the date on which Bark succeeds as Landlord under the Lease by virtue of foreclosure or deed in lieu of foreclosure or Bark takes possession of the Premises; provided, however, **Bark** shall not be responsible for any acts of any prior landlord under the Lease, or the acts of any tenant, subtenant, or other party that prevent Bank from complying with the provisions of this Agreement and Tenant shall have no right to cancel the Lease or to make any claims against Bank on account of such acts.

13. *No Abridgement.* Nothing herein contained is intended, nor shall be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of **any** default by Tenant (beyond **any** applicable cure period) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's **part** to be performed.

14. *Captions.* Captions and headings of sections are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of *the* provisions of this Agreement.

15. *Counterparts.* This Agreement may be executed in several counterparts each of which when executed and delivered is an **original**, but all of which together shall constitute one instrument.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

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17. *Parties Bound*. The provisions of this Agreement shall be biding upon and inure to the benefit of Tenant, Bank, and Borrower and their respective heirs, legal representatives, successors and assigns; provided, however, reference to successors and assigns of Tenant shall not constitute a consent by Landlord or Borrower to an assignment or sublet by Tenant, but has reference only to those instances in which such consent is not required under the Leasee or for which such consent has been given.

[Signature pages follow.]

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IN WITNESS WHEREOF, the parties have executed this Agreement under seal **as** of the date first above written.

BANK **KEYBANK NATIONAL ASSOCIATION** By: Name! Leo matõ Title: Vice President LANDLORD: QV REALTY, LLC By: ne: Joh Member Tifle: **TENANT:** QUIRK ACQUISITION By: arhe: John Quĩrk President STATE OF MAINE December 13,2005 Cumberland, ss.

Personally appeared the above named Leo Amato, Vice President of **Bank**, and acknowledged the above instrument to be her free act **and** deed in her said capacity and the free act and deed of said **Bank**.

Before E ATTORNEY Notary Public/Justice of the

My Commission Expires:

STATE OF MAINE Penobscot, ss.

December 13,2005

Personally appeared the above-named John J. Quirk, Member of Landlord, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said Landlord.

Before mg of the Poor Notary Pul eace. My Commission Expires:

STATE OF MAINE Penobscot, ss.

December 13,2005

Personally appeared the above named John J. Quirk, President of Tenant, and acknowledged the above instrument to be his **fi-ee** act **and** deed in his said capacity and the free act and deed of said Tenant.

Before me Notary Public/: My Commission Expires:_

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EXHIBIT A

55 Webb Street

Two certain lots or parcels of land with the buildings thereon situated on Webb Street, in Portland, in the County of Cumberland and State of Maine and being lots No. Thirty-two (32) and Thirty-three (33) as shown on Plan of Lots of Brighton Avenue Terrace, made by A. L. Eliot, dated July **9**, **1906**, and recorded in Cumberland County Registry of Deeds in Plan **Book** 11, Page 13, said lots measure each thirty (30) feet in width by seventy and fifty-eight hundredths (**70.58**) feet in depth and contain each two thousand one hundred seventeen (**2,117**) square feet, more or less.

Parcel 1: A certain lot or parcel of land situated on Webb Street in said Portland in said County of Cumberland and State of Maine, beginning at the point of intersection of the northerly line of said Webb Street, so called, with the northeasterly line of Lot #32 and the southwesterly line of Lot #31, **as** shown on plan of lots of Brighton Avenue Terrace, made by **A.** L. Eliot, dated July **9,1906**, and recorded in Cumberland County Registry of Deeds, Plan Book 11, Page 13; thence from this point of intersection in a general northeasterly direction over **and** along the southeasterly side of said Lot #31 sixteen (16) feet to a point; thence in a general northwesterly direction on a line parallel to the line of division between said Lot #31 and Lot #32 seventy (70) feet to a point on the northwesterly line of said Lot #31; thence in a general southwesterly direction over and along the northwesterly line of said Lot #31 to the northeasterly corner of said Lot #32; thence in a general southeasterly direction over and along the northwesterly line of said Lot #32 to said Webb Street seventy (70) feet, more or less, to the point of beginning.

Meaning and intending to convey and hereby conveying **part** of Lot #31, on the southwesterly side, that lies adjacent to and abutting said Lot #32.

Parcel 2: A certain lot or parcel of land situated in said Portland, in said County of Cumberland and State of Maine, beginning at the most westerly corner of a lot of land now owned by the said John F. McGovern, said land being the same as deeded to the said McGovern by deed recorded in the Cumberland County Registry of Deeds in **Book 936**, Page **367**; thence in **a** northerly direction a distance of ninety (90) feet to a point; thence in an easterly direction at right angles a distance of seventy-six (**76**) feet **to** a point; thence in a southerly direction, and holding the width of ninety (90) feet, a distance of seventy-six (**76**) feet to the point of beginning.

Being the same premises conveyed to City Enterprises II, LLC by deed of William J. Donahue and James H. Burke, Jr., dated September 21,2001 in the Cumberland County Registry of Deeds in Book 16789, Page 254.

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57 Webb Street

A certain lot or parcel of land with the buildings thereon situated on Webb Street in Portland, County of Cumberland and State of Maine, being described **as** follows:

Lots 34, 35 and 36 as shown on the Plan of Lots at Brighton Avenue Terrace, which plan is dated July **9**, 1906 and recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 13, to which plan reference is hereby made for a more particular description.

Being the same premises conveyed to Forest City Chevrolet by deed of Keeley Properties, Inc. dated March 24,2000 and recorded in the Cumberland County Registry of Deeds in **Book** 15383, Page 25.

Being a portion of the premises conveyed to City Enterprises II, LLC by deed of William J. Donahue and James **H.** Burke, Jr., dated September 21,2001 in the Cumberland County Registry of Deeds in Book **16789**, Page 254.

1000 Brighton Avenue

A certain lot or parcel of land, with the buildings and improvements thereon, situated southerly **of** Brighton Avenue in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly side of Brighton Avenue with the northwesterly side of Webb Street; thence South **37**" **18**' West by Webb Street six hundred twenty-four (624) feet, more or less, **to** land now or formerly of William McGowen (sic. McGovern); thence North 52° 42' West by said McGowen (sic. McGovern) land one hundred **sixty** and fifty-eight hundredths (160.58) feet to the northeasterly corner of said McGowen (sic. McGovern) land; thence continuing on the **same** course of North 52° 42' West and by land of Philip Gemmer, et al, two hundred twenty (**220**) feet, more or less, to land now or formerly owned or occupied by Gordon **F**. Bloom; thence North 29° 13' East by said Bloom land one hundred ten (110) feet to an angle in said land; thence continuing by said land of Bloom North 31° 13' East four hundred sixty-two (462) feet, more or less, to the southerly side of Brighton Avenue; thence South 60° East four hundred forty-six and fifteen hundredths (446.15) feet, more or less, to the point of beginning.

There is excepted from the foregoing premises land and rights in land previously conveyed as follows:

1. Deed to the State of Maine dated October 24,1969 and recorded in the Cumberland County Registry of Deeds in Book 3109, Page 542.

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2. Deed to the City of Portland dated January 16,1970 and recorded in said Registry in Book 3116, Page 280.

3. Taking by the City **of** Portland dated January 5,1970 and recorded in said Registry in Book 31**16**, Page 169.

4. Deed to the City of Portland dated October 24,2002 and recorded in said Registry in **Book** 18278, Page **24.**

Being the same premises as conveyed to Forest City Chevrolet from Philip Gemmer, Trustee of Wheeler **Realty Trust,** dated June 1, **1980** and recorded in the Cumberland County Registry of Deeds in Book 3129, Page 182 and from John Donnelly & Sons, dated July 15,1980 and recorded in Book 4632, Page **68** in said Registry.

4 Rand Road

A certain lot or parcel of land, together with any buildings or improvements located thereon, situated in the City of Portland, County of Cumberland, and State of Maine, and more particularly described **as** follows:

Beginning at **an** iron rod set on the easterly sideline of Rand Road, which point **marks** the southwest corner of land now or formerly of Forest City Motor Company, by deed of Philip Gemmer and Alice P. Gemmer, dated March 7, 1969, and recorded in the Cumberland County Registry of Deeds in **Book** 3077, Page 534;

Thence S 52° 42' 00" E a distance of 196.23' to an iron rod set;

Thence S 37" 18'00" W a distance of 76.00' by land now or formerly of William and Marie McGovern to an iron rod set;

Thence S 52" 42' 00" E a distance of 90.00' by land of McGovern to an iron pipe found;

Thence \$ 37" 18'00" W a distance of 304.00' to an iron rod found;

Thence S 52° 42' 00" E a distance of 70.58' to **an** iron rod set in the westerly sideline of Webb Street;

Thence S 37" 18'00" W along the westerly sideline of said Webb Street a distance of 85.00', to an iron rod **set**;

Thence S 55° 15'00" W a distance of 57.30' continuing along the westerly side of said Webb Street to a bent iron pipe found;

Thence \$ 37" 18'00 W still continuing along the westerly side of said Webb Street a distance of 5.00' to an iron pipe found;

Thence N **56**" 25' 31 W a distance of 237.66' by land now or formerly of Donald W. Hood and Gail E. Hood to an iron rod set in the easterly sideline of Rand Road;

Thence N 26° **32'** 20 E along the easterly sideline of said Rand Road a distance of 272.61' to an iron rod set;

Thence N 26" 40'0 E continuing along the easterly side of said Rand Road **a** distance of **276.89'** to the point of beginning.

Said parcel is shown on a Standard Boundary Survey on Rand Road & Webb Street, Portland, Maine, by Owen Haskell, Inc., made for Keeley Construction Co. and Forest **City** Chevrolet/Saab and dated October 14, 1997.

Excepting and reserving from the foregoing premises land and interests in land previously conveyed by Philip Gemmer and Alice P. Gemmer as follows:

(1) Deed to State of Maine dated October **24**, **1969**, recorded in the Cumberland County Registry of Deeds in Book 3109, Page 546; (2) Deed to City of Portland dated December 9,1969, and recorded in said registry in Book **3116**, Page **28**1; and further excepting and reserving here from land with interests in land taken by eminent domain by the State of Maine by Notice of Layout and Taking dated October 15, 1969, and recorded in said Registry in Book 3106, Page 681.

This conveyance is subject to rights and easements referred to in the foregoing deeds and Notice of Layout and Taking.

Being the same premises conveyed to City Enterprises II by Deed of Alice Gemmer Enterprises, dated December 5,2001 and recorded in the Cumberland County Registry of Deeds in Book 17073, Page 309.

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

Note: Street addresses are included for reference purposes only.

Received Recorded Resister of Deeds Dec 15,2005 03:34:09P Comberland Counts John B OBrien

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