

COPY

QUITCLAIM DEED With COVENANT (LONG FORM)

KNOW ALL BY THESE PRESENTS,


THAT J PROPERTIES LP, a Maine Limited Partnership, and DOVER DEVELOPMENT CORP., Maine Corporation, both of having a place of business in Portland, Cumberland County, Maine in consideration of ONE DOLLAR and other valuable consideration paid by BOYER PATAGON HOLDINGS, L.C., a Utah Limited Liability Company with a place of business in Salt Lake City, Utah, and whose mailing address is 101 South 200 East, Suite 200 Salt Lake City, UT 84111 the receipt whereof they do hereby acknowledge, do hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and FOREVER QUITCLAIM unto Boyer Patagon Holdings, L.C., its successors and assigns forever, the land and buildings in Portland, Cumberland County, Maine, more fully described on Exhibit A attached to this instrument.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to Boyer Patagon Holdings, L.C., its successors and assigns, to its and their use and behoof forever.

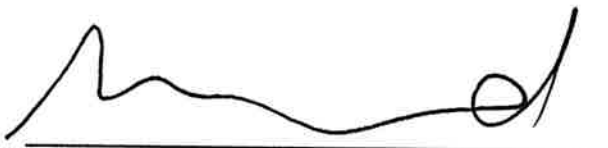
AND THEY DO COVENANT with the Grantee, its successors and assigns, that they and their successors shall and will warrant and defend the same to Boyer Patagon Holdings, L.C., its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

IN WITNESS WHEREOF, J Properties LP and Dover Development Corp. have hereunto caused this instrument to be signed and sealed this 18th day of
May, 2018.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

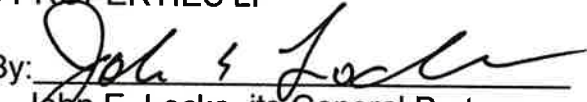


(Witness)



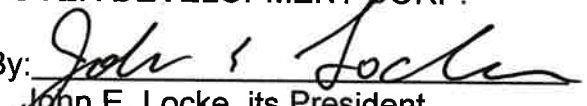
(Witness)

J PROPERTIES LP

By: 

John E. Locke, its General Partner

DOVER DEVELOPMENT CORP.

By: 

John E. Locke, its President

COPY

STATE OF MAINE
CUMBERLAND, ss.

May 18, 2016

Then personally appeared John E. Locke, General Partner of J Properties LP and President of Dover Development Corp., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said J Properties LP and Dover Development Corp.

Before me:



Notary Public/Attorney at Law

NOTARY PRINT NAME: _____

EXHIBIT A

PARCEL 1:

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of relocated Riverside Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a stake on the westerly sideline of relocated Riverside Street marking the point of tangency of a curve whose radius is seven hundred seventy-six and twenty hundredths feet (776.20') at station 43+85.28 as shown on plan of Brighton Avenue Interchange made by the Maine Turnpike Authority and recorded in the Cumberland County Registry of Deeds in Plan Book 41, Page 70, which stake is located forty and four hundredths feet (40.04') southeasterly of the southeasterly corner of the General Motors Building so-called; thence running southerly by said relocated Riverside Street as shown on said plan on a curve to the left whose radius is seven hundred seventy-six and twenty hundredths feet (776.20'), a distance of ninety-nine and fifty-five hundredths feet (99.55') when measured on the arc thereof to a point which is the northeasterly corner of Parcel 2 hereof; thence running along the northerly sideline of said Parcel 2 North sixty-three degrees forty-one and one-half minutes West (N 63° 41-½ W) three hundred fifty-six and ninety-seven hundredths feet (356.97') to a point, which is situated fifty feet (50') easterly when measured at right angles from the center line of Central Maine Power Company pole line and which point is the northwest corner of said Parcel 2; thence running by land now or formerly of Guy E. Knowles parallel with and fifty feet (50') distant from said pole line, North twenty-seven degrees fifty-eight and one-half minutes West (N 27° 58-½' W) thirty-six and seventy-four hundredths feet (36.74') to a point; thence running by land now or formerly of Whitney Real Estate, Inc. on the following described courses; North thirty-five degrees eight minutes East (N 35° 08' E) one hundred forty-seven and eighty-eight hundredths feet (147.88') to a point; thence South fifty-four degrees fifty-two minutes East (S 54° 52' E) three hundred seventy-nine and thirteen hundredths feet (379.13') to the westerly sideline of said relocated Riverside Street; thence by said relocated Riverside Street South thirty-five degrees eight minutes West (S 35° 08' W) ten and forty-five hundredths feet (10.45') to the point of beginning.

Also a certain lot or parcel of land situated on the westerly side of relocated Riverside

Street in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at a point on the westerly sideline of relocated Riverside Street which point is ninety-nine and fifty-five hundredths feet (99.55') southwesterly on a curve to the left from a stake on said westerly sideline which marks the point of tangency of a curve whose radius is seven hundred seventy-six and twenty hundredths feet (776.20') at station 43+85.28 as shown on plan of Brighton Avenue Interchange made by the Maine Turnpike Authority and recorded in the Cumberland County Registry of Deeds in Plan Book 41, Page 70 and which point marks the southeasterly corner of Parcel 1 hereof; thence running along said westerly sideline of Riverside Street twenty feet (20') to a point; thence running by land now or formerly of Guy E. Knowles North sixty-three degrees forty-one and one-half minutes West (N 63°41-½' W) three hundred twenty-eight and eighty-nine hundredths feet (328.89') to a point which is situated fifty feet (50') easterly when measured at right angles from the center line of a Central Maine Power Company pole line; thence running by other land of said Knowles parallel with and fifty feet (50') distant from said pole line, North twenty-seven degrees fifty-eight and one-half minutes West (N 27° 58-½' W) thirty-four and twenty-six hundredths feet (34.26') to a point; thence running by the southerly sideline of Parcel 1 hereof South sixty-three degrees forty-one and one-half minutes East (S 63°41-½' E) three hundred fifty-six and ninety-seven hundredths (356.97') feet to the point of beginning.

The above described courses are true North and the above describe parcels or lots of land are subject to the following encumbrances;

1. Pipeline easement from Dennis D. Decormier to Portland Pipe Line Company dated October 10, 1941, recorded in said Registry of Deeds in Book 1646, Page 289.
2. Pole easement from Whitney Real Estate, Inc. to Central Maine Power Company and New England Telephone and Telegraph Company dated September 22, 1964, recorded in said Registry of Deeds in Book 2860, Page 60.

The above described parcels of land being part of the property conveyed by Fred J. Foley, Jr. to Locke Properties by warranty deed dated October 1, 1981, recorded in said Registry in Book 4863, Page 123.

PARCEL 2:

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

Beginning at a stake on the westerly sideline of Riverside Street marking the point of tangency of a curve whose radius is seven hundred seventy-six and twenty hundredths (776.20) feet at station 43+85.28 as shown on Plan of Brighton Avenue Interchange made by the Maine Turnpike Authority and recorded in the Cumberland County Registry of Deeds in Plan Book 41, Page 70; thence southerly by said Riverside Street as shown on said Plan on a curve to the left whose radius is seven hundred seventy-six and twenty hundredths (776.20) feet, one hundred nineteen and fifty-five hundredths (119.55) feet when measured on the arc thereof to an iron; thence by land now or formerly of one Knowles N $63^{\circ}41\frac{1}{2}'$ W three hundred twenty-eight and eighty-nine hundredths (328.89) feet to an iron situated fifty (50) feet easterly when measured at right angles from the center line of a Central Maine Power Company pole line; thence by land now or formerly of said Knowles and keeping fifty (50) feet from and running parallel with said pole line N $27^{\circ}58\frac{1}{2}'$ W five hundred ninety-one and twenty hundredths (591.20) feet to an iron; thence by land now or formerly of Knowles S $54^{\circ}52'$ E eight hundred forty-three and seven hundredths (843.07) feet to an iron and the westerly sideline of Riverside Street; thence by said Riverside Street S $35^{\circ}08'$ W ninety-seven and eighty-eight hundredths (97.88) feet to the point of beginning. Said above described courses are true North.

Being the same premises conveyed to Dover Development Corp. by J Properties by deed dated March 10, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15365, Page 278.

Excepting from the premises above described so much thereof as was conveyed by Whitney Real Estate, Inc. to Fred J. Foley, Jr. by deed dated January 23, 1965 and recorded in said Registry of Deeds in Book 2877, Page 214, which excepted parcel was subsequently conveyed by Warranty Deed of Fred J. Foley, Jr. to Locke Properties.

And further conveying to Dover Development Corp. whatever rights or interests J Properties gained or was granted by deed of Portland Pipe Line Company to J Properties dated December 5, 1984, and recorded in said Registry of Deeds in Book 6636, Page 3.

This conveyance is made subject to two easements given by Whitney Real Estate, Inc. to Central Maine Power Company and New England Telephone and Telegraph Company dated August 19, 1964 and September 22, 1964 and recorded in said Registry of Deeds in Book 2877, Page 312 and Book 2860, Page 60, respectively.

This conveyance is further made subject to a pipeline easement from Dennis D. Decormier et al, to Portland Pipe Line Company dated October 10, 1941 and recorded in said Registry of Deeds in Book 1646, Page 289, as further delineated and/or modified by said deed from the Portland Pipe Line Company to the Grantor herein dated December 5, 1984 and recorded in said Registry of Deeds as above set forth.

PARCEL 3:

The real estate situated in the City of Portland, County of Cumberland, and State of Maine and more specifically described as follows:

Beginning at an iron pin marking the northerly most point of a parcel of land now or formerly of J Properties which parcel was formerly of Ameri-Cana Transport, Inc. (described in Book 3175 at Page 471 in the Cumberland County Registry of Deeds);

Thence: proceeding on a heading of S 27° 58.5' E a distance of approximately 192.9 feet to a point (hereinafter called the "Point of Beginning");

Thence: proceeding on a heading of S 62° 1.5' W a distance of approximately 25 feet to a point the sideline of land now or formerly of Central Maine Power Co. of Augusta;

Thence: proceeding on a heading of S 27° 58.5' E a distance of approximately 364 feet to a point at the intersection of the lands now or formerly of Bounty Realty, William A. Berger and Central Maine Power Co. of Augusta;

Thence: proceeding on a heading of S 63° 41.5' E a distance of approximately 42.82 feet along the land now or formerly of William A. Berger;

Thence: proceeding on a heading of N 27° 58.5' W a distance of approximately 327.3 feet to the Point of Beginning.

Being the same premises conveyed from Bounty Realty by Quitclaim Deed to J Properties and dated December 11, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7619, Page 120;

Also hereby conveying the right in common with the Grantor herein and its successors

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and assigns, to drain and impound water from land of the Grantee herein and for land adjacent thereto of Locke Properties and from the premises herein conveyed (Collectively called Locke Land) in a detention basin on land of the Grantor herein (The Detention Basin), being located partially on the Northwesterly portion of property conveyed to the Grantor herein by William Sexton et al by deed dated January 3D, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7056, Page 115, and partially on the easement and use of the triangular piece of land conveyed by Grantee to Grantor, (provided that the additional surface water drained into the Detention Basin from the Locke Land shall not, after satisfying the Grantor's drainage needs, exceed the capacity of The Detention Basin) and further conveying to the Grantee and Locke Properties, their respective successors and assigns, the right to expand the Detention Basin onto the remaining land of the Grantee herein and use in connection therewith the Grantors piping and underground drainage system to Riverside Street. The Grantee agrees that any work to be done to increase the capacity of the Detention Basin shall first be approved as to reasonable engineering matters by Sebago Technics, Inc. or such successor engineering firm as the Grantee shall previously in writing have designated to the Grantor, with all costs for such expansion being borne by Grantee.