

EASEMENT OVER
NON-EXCLUSIVE PARTY - PARCEL E
NON-EXCLUSIVE ACCESS - PARCEL B
NON-EXCLUSIVE UTILITIES - PARCEL B
EXCLUSION - PARTY - PARCEL C
EXCLUSIVE PARTY - PARCEL D

33556

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QUITCLAIM DEED
Without Covenant
Corporate Grantor

Know all Men by these Presents,

That SHAW'S REALTY CO.

a Corporation organized and existing under the laws of the State of Maine
and having a place of business at 220 Maine Mall Road, South Portland
in the County of Cumberland and State of Maine
in consideration of One (\$1.00) Dollar and other valuable considerations

paid by Fall Brook Realty Co., a Maine corporation

whose mailing address is 327 Allen Avenue
Portland, ME 04103

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,
and forever quitclaim unto the said Fall Brook Realty Co.

successors
its ~~xxx~~ heirs and assigns forever,

A certain lot or parcel of land situated in the City of
Portland, County of Cumberland, State of Maine, more
particularly described in Exhibit A attached hereto and
incorporated herein by reference.

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To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said Fall Brook Realty Co.

SUCCESSORS
its ~~NAME~~ and assigns forever.

In Witness Whereof, the said Shaw's Realty Co.

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Jack C. Thornton, Jr., its Vice President thereunto duly authorized, this 14th day of the month of July, A.D. 1986.

Signed, Sealed and Delivered
in presence of

SEAL
SHAW'S REALTY CO.
(Corporate Name)

Mary J. Hoffman
(Type or Print Name)
Mary J. Hoffman

By Jack C. Thornton, Jr.
Vice President

State of Maine, County of Cumberland ss. July 19 86

Then personally appeared the above named Jack C. Thornton, Jr., Vice President 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, Notary Public
SEAL
(Type or Print Name)
NOTARY PUBLIC STATE OF MAINE
MY COMMISSION EXPIRES DEC. 8, 1993

EXHIBIT A

A certain lot or parcel of land situated in the City of Portland, Maine, more particularly bounded and described as follows:

Commencing at the southeasterly corner of property now or formerly of the Pine Tree Council/Boy Scouts of America and which point of beginning is located 125 feet, more or less S 82° 37' E from the easterly sideline of Auburn Street in a Shopping Center of Grantor commonly known as "Northgate"; thence turning and running N 7° 23' E along property now or formerly of said Pine Tree Council/Boy Scouts of America 186.59 feet to a pipe set in the ground on the southerly sideline of a 25 foot right of way of the Portland Water District; thence turning and running N 85° 22' 30" E along said right of way of the Portland Water District 194.47 feet through a pipe set in the ground to a point marked by a square tube set in the ground at land now or formerly of one Stivaletti; thence turning and running S 8° 13' 30" W along said property now or formerly of one Stivaletti and other property now or formerly of one DiBiase 162.42 feet to a point marked by a pin set in the ground; thence turning and running S 11° 31' 34" E along said property now or formerly of DiBiase and property of others 68.35 feet to a point marked by a pipe set in the ground; thence turning and running N 82° 37' W along other property of Grantor through an iron stake set in the ground 210.03 feet to a point marked by a pipe set in the ground which is the point of beginning (hereafter sometimes referred to as "Premises").

Being a portion of the premises conveyed to Grantor by James C. Oliver by deed dated March 26, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2280, Page 250.

Being the same Premises shown on a Survey prepared by Wells Engineering Inc. Civil Engineers of 482 Congress Street, Portland, Maine, entitled "Topo & Survey Plan for Dr. Maurice Hothem, 125 (Rear) Auburn Street, Portland, Maine" dated 3/25/85, last revised 11/1/85 (hereinafter "Survey").

The Premises are conveyed together with the non-exclusive right to use in common with others, for purposes of ingress and egress for pedestrian and vehicular traffic to and from the Premises from Auburn Street and the Northgate Shopping Center, the Entrance Way (i.e. the 50 foot wide Parcel B) as shown on the Plan attached hereto as Exhibit A-1 and incorporated herein by reference. The Premises are also conveyed together with a non-exclusive easement for installing, repairing and replacing a water line and other utilities in the northerly ten (10) feet of the said Parcel B Entrance Way running easterly from Auburn Street, provided, however, any such installation and use of said utilities shall not interfere with pedestrian and/or vehicle traffic in the said Entrance Way and the Grantee covenants and agrees not to install any utilities that interfere with any such pedestrian and/or vehicle traffic in the Entrance Way into said Northgate Shopping Center. The Premises are also conveyed together with an exclusive

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easement for parking, landscaping and a walkway over and across the 50 foot wide Parcel C as shown on said attached Exhibit A-1; and together with an exclusive easement for parking for the benefit of said Premises within the 20 foot wide Parcel D as shown on said attached Exhibit A-1; and also together with non-exclusive parking rights for the benefit of said Premises, in common with others, within the 20 foot wide Parcel E as shown on said attached Exhibit A-1. The foregoing easements and rights shall run with the Premises and shall be in effect for the maximum period allowed by law. These above-referred to easements and rights are granted subject to and upon the following terms and conditions:

1. Grantee covenants and agrees that Grantor, its successors and assigns may change and alter said Entrance Way in said Northgate Shopping Center, provided however, Grantor agrees not to unreasonably interfere with Grantee's access to said Premises, provided however, the Entrance Way shall not be voluntarily relocated by the Grantor. In the event said Entrance Way is required to be relocated by the appropriate governmental authority, said Entrance Way shall be located as close to the Premises as reasonably possible to provide reasonable access to the Premises.

2. The exclusive easements established relative to Parcels C and D as shown on said attached Exhibit A-1 shall be for the benefit of and restricted solely to the owners and tenants from time to time of said Premises provided Grantee, its successors and assigns pay the taxes assessed by the City of Portland attributable to Parcels C and D when due without penalty or interest. Said exclusivity shall cease in the event said taxes are not paid. If the taxes on Parcels C and D are not separately assessed from other property of Grantor, Grantor will provide Grantee with appropriate calculation to determine Grantee's pro rata share of said taxes attributable to Parcels C and D, which pro rata share Grantee covenants and agrees to pay within ten (10) days of written notice thereof from Grantor.

3. The non-exclusive easements and rights established relative to Parcels B and E as shown on said attached Exhibit A-1 shall be restricted solely to the said owners and tenants of the said Premises and to the said Northgate Shopping Center property and its tenants and to any other parties granted or allowed similar rights of way and easements by Grantor, its successors and assigns.

The Premises are conveyed subject to certain restrictions and conditions designed to encourage a broad range of diverse retail and service facilities and to enhance the over-all commercial potential and vitality of the Northgate Shopping area. Grantor agrees to develop the Premises as a Medical and Health Care Facility and the restrictions and conditions shall be covenants running with the Premises and which restrictions and conditions are as follows:

A. The Premises shall not be used for the operation of a supermarket, convenience food store, dairy store, nor for the sale of bakery products, fresh fruit and vegetables, fresh meat, delicatessens, frozen foods, including desserts, milk or other food products customarily sold for consumption off premises.

B. No business similar in product or services offered by the Tenants of the Grantor's Northgate Shopping Center shall be allowed on the Premises, without the prior written consent of Grantor. However, this provision shall not prevent the Grantee or its successor or assigns from developing and using the Premises as doctors' offices and facilities for the treatment of patients without the consent of the Grantor.

C. In the event Grantee desires to sell the Premises in whole or in part, with or without improvements thereon, Grantee shall give written notice to Grantor of the terms and conditions of all offers for same from third parties which it intends to accept. Grantor shall have the right of first refusal for thirty (30) days from the receipt of said notice to purchase same from Grantee at the price offered and upon the terms and conditions specified in such offer from third parties. However, this right of first refusal shall not apply to leases without option to purchase of all or part of the Premises nor improvements thereon, nor to sales to third parties in whom the Grantee, or its nominees, successors or assigns maintain an ownership interest, including the creation and use of a Medical and Health Care Condominium Facility, or mergers, consolidations, reorganizations, mortgages, or sales by mortgagees who foreclose or take a deed in lieu of foreclosure, or sales by their successors and assigns.

Said Premises easements and rights are conveyed subject to all rights and encumbrances including, but not limited to the following, if applicable:

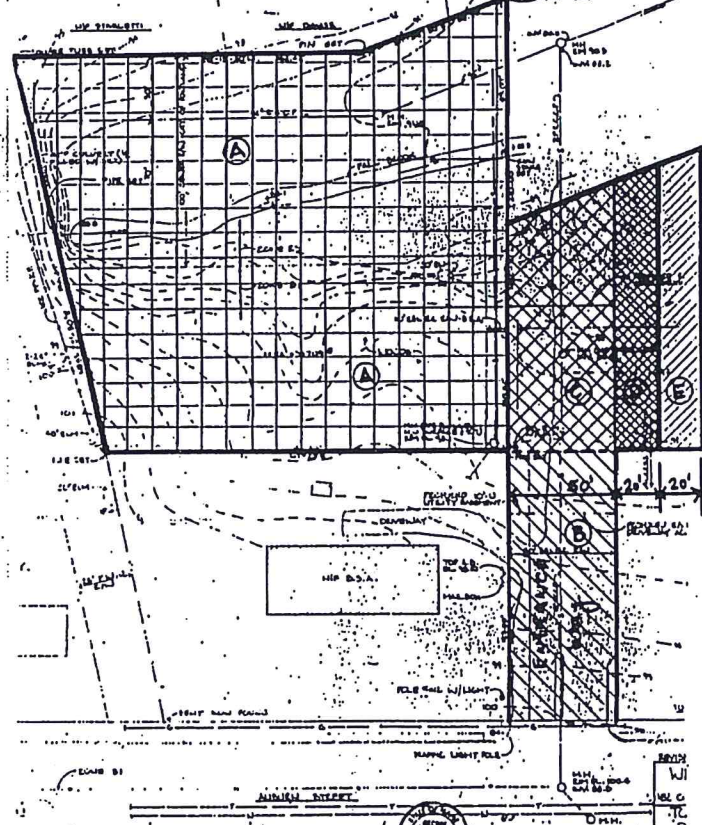
1. Any conveyances or eminent domain proceeding by the Portland Water District with regard to its right of way of twenty-five (25) feet located on the northerly side of the Premises.
2. Any conveyance to or eminent domain proceeding by the City of Portland relating to the so-called Fall Brook Sewer line including for any sewer running from the so-called Fall Brook Sewer to Auburn Street.
3. Any sewer or right of way running along the southerly and/or westerly side of the Premises.
4. Any easements shown on said "Survey".

Grantee covenants and agrees to pay when due all costs associated with construction and improvements on Parcels B, C, D and E required by the City of Portland Planning Board in its Site

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Plan approval of the development proposed by Grantee on the Premises, including but not limited to traffic islands, restoration of the old parking area and striping associated with the new parking area, all as shown on a Site Plan and Landscaping Plan, dated 1/14/86, prepared by Gregory K. Johnson, Architect, 519 Congress Street, Portland, Maine, entitled "Fall Brook Professional Building at Northgae, 117 Auburn Street for Dr. H. C. Hothem".

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





NOTE:
 THIS PLAN IS BASED ON SURVEY BY
 WELLS ENGINEERING DATED 2.25.85



KEY

EXHIBIT A-1

-  LAND TO BE PURCHASED "PREMISES"
-  50' RIGHT-OF-WAY FOR ACCESS
-  50' EASEMENT FOR EXCLUSIVE PARKING/ACCESS (PART OF ORIGINAL AGREEMENT)
-  20' EASEMENT FOR EXCLUSIVE PARKING (ADDED TO ORIGINAL AGREEMENT)
-  20' EASEMENT FOR NON-EXCLUSIVE PARKING (ADDED TO ORIGINAL AGREEMENT)

GREGORY K. JOHNSON - ARCHITECT - PORTLAND, ME. 4.16.86

RECEIVED
 RECORDED-REGISTRY OF DEEDS
 1986 JUL 15 PM 12:16
 CUMBERLAND COUNTY
James G. Welch

LAYOUT OF LAND, EASEMENTS & RIGHTS-OF-WAY - FALL BROOK PROFESSIONAL BUILDING