

Order 83-17/18

Passage: 8-0 (Strimling absent) on 10/16/2017

Effective 10/26/2017

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE LAND EXCHANGE AGREEMENT BETWEEN
PORTLAND AND THE UNIVERSITY OF MAINE SYSTEM
RE: BRIGHTON-DEERING-FALMOUTH INTERSECTION ROUNDABOUT**

ORDERED, that the land exchange agreement between the University of Maine System and the City of Portland, allowing construction of the Brighton-Deering-Falmouth-Street Intersection Roundabout, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

**LAND EXCHANGE AGREEMENT
BETWEEN
CITY OF PORTLAND AND
THE UNIVERSITY OF MAINE SYSTEM**

THIS AGREEMENT is made this ____ day of _____, 2017 between the City of Portland, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (“City”), and the University of Maine System, acting through the University of Southern Maine, with a mailing address of, 5703 Alumni Hall, Orono, Maine 04469 (“University”).

RECITALS

Whereas, by Order 26-13/14 dated August 5, 2013, the City approved the Brighton-Deering-Falmouth Intersection Study as a Master Plan in substantially the form included in a certain August 2013 Final Report prepared by Vanasse Hangen Brustlin, Inc. (the “Report”); and

Whereas, the City, through a separate agreement with the Maine Department of Transportation, desires to construct, operate, and maintain a proposed roundabout at the intersection of Brighton Avenue/Deering Avenue/Falmouth Street (the “Project”) as generally depicted sheet 1 of the plan entitled State of Maine Department of Transportation Right Of Way Map, Project No. _____, dated July 2017, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Plan”); and

Whereas, portions of the Project are to be constructed on land owned by the University, which land is depicted on the Plan as Parcel No. (7) and Parcel No. (8) and more particularly described in Exhibits B and C attached hereto and made a part hereof, and which the University shall convey to the City pursuant to the terms of this Agreement; and

Whereas, in exchange for such conveyances, the City shall pursue the discontinuance of the green shaded portion of Brighton Avenue between Falmouth Street and Bedford Street on sheet 2 of the Plan, which portion is more particularly described in D attached hereto and made a part hereof (the “Brighton Avenue Land”), and convey the City’s interest in the Brighton Avenue Land to the University.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and University hereby agree as follows:

1. Conveyance of University Property to City. For the sum of one dollar and other valuable consideration,
 - a. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (7), which parcel contains approximately 4,513 square feet and is a portion of property conveyed to the University of Maine by deeds recorded in

the Cumberland County Registry of Deeds in Book 3047, Page 354; Book 3053, Page 326; Book 3056, Page 504; and Book 3079, Page 537.

- b. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (8), which parcel contains approximately 1,099 square feet and is a portion of property conveyed to the University of Maine by deed recorded in the Cumberland County Registry of Deeds in Book 2370, Page 135. Parcels No. (7) and (8) are referred to herein as the “University Property.”
- c. In the event that updates to the plan require adjustments to the descriptions of the University Property described in Exhibits B & C, the parties shall agree on revised on descriptions to be included in the deed conveying the University Property to the City.

2. Discontinuance of Brighton Avenue Land; Conveyance of City Property to University.

- a. Upon completion of the Project, and subject to the State lifting its state highway designation and the reversion of jurisdiction to the City, and subject to the City obtaining all other necessary approvals, the City will discontinue the “Brighton Avenue Land” subject to any utility easements of record and a utility easement and public easement to be retained by the City. Provided that the City discontinues the Brighton Avenue Land, the University shall waive its right to any damages resulting from the discontinuance.
- b. Within 180 days after completion of the Project, and provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed, the City shall convey to the University, by municipal quitclaim deed, its interest in the Brighton Avenue Land (the “City Property”).
- c. Subject to the provisions of section 9 below, in the event that the City does not discontinue the Brighton Avenue Land and convey its interest in the Brighton Avenue Land land to the University: (1) the City will hire a licensed appraiser, to be agreed upon by the parties, to prepare an appraisal report for the University Property at the City’s expense; and (2) within 30 days of receipt of the appraiser’s final report, the City will pay the University the appraised value of the University Property.

3. Title And Due Diligence.

- a. Each party will have from the date first set forth above (the “Effective Date”) until 4:00 PM Eastern Daylight Savings Time on the day that is ninety (90) days after the Effective Date (the “Due Diligence Period”) to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as it shall deem appropriate.

- b. During the Due Diligence Period, the University agrees to provide the City with open access, during normal business hours, to any and all of the University's files containing information about the University Property, including, without limitation, reports on soil conditions or other kinds of technical reports regarding the University Property, any information related to infrastructure on the University Property or infrastructure agreements and any information regarding restrictions, covenants or conditions affecting the University Property or the City's intended use of the University Property for roundabout purposes.
- c. Each party will have until the end of the Due Diligence Period to deliver to the other any written objections to title, environmental, or survey matters that the party determines materially affects the use or the cost of development of or construction on the property. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- d. Option to Cure. In the event of a title, survey or environmental objection by a party, the conveying party will have the option, but not the obligation, to cure the objection and will notify other of its election within ten (10) business days after receipt of the objection. In the event that the conveying party elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the conveying party does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to the other's reasonable satisfaction, the objecting party will have the option to (1) terminate this Agreement, after which neither party will have any further obligation or liability to the other under this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

4. Conditions Precedent to Closing.

- a. The City shall have no obligation to close on the transactions contemplated by this Agreement if the City decides, in its sole discretion, not to proceed with the construction of the Project. In the event the City decides not to proceed with the Project, this Agreement shall terminate and the parties shall have no further obligations to each other. Provided, however, that in the event that the City terminates this Agreement after the University has conveyed the University Property to the City, the City shall reconvey the University Property to the City as set forth in section 9(e).

5. University's Representations. The University represents to City that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and University Property Closing:
 - a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of University, enforceable in accordance with its terms, subject to the University of Maine System Board of Trustees approval. The execution, delivery, and performance of this Agreement by University will not violate any judgment or order applicable to University or University's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the University Property or any note, bond, indenture, mortgage, deed of trust, bank loan, or credit agreement to which University is a party or by which the University Property is bound.
 - c. University has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the University Property.
 - d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the University Property.
 - e. No third party has any right to acquire all or any part of the University Property.
6. City's Representations. City represents to the University that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and the University Property Closing:
 - a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
 - b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by City will not violate any judgment or order applicable to City or City's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the City Property or any note, bond, indenture, mortgage, deed of trust, bank loan,

or credit agreement to which City is a party or by which the City Property is bound.

- c. City has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the City Property.
 - d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the City Property.
7. Property Conveyed As Is, Where Is. Each party acknowledges that it will have an opportunity to inspect the property being conveyed to it, and to hire professionals to do so, and that the properties will be conveyed “as is, where is” and “with all faults.” Neither party makes any representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues, or the environmental, mechanical, or structural condition of the property. Acceptance by the parties of the respective deeds at the closings shall be deemed to be full performance and discharge by the conveying party of every agreement and obligation contained herein except as expressly set forth herein.
8. Closing For The University Property. Time is of the essence in the performance of this Agreement. The closing for the University Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 30 days after the end of the Due Diligence Period (the “University Property Closing Date”). At the Closing:
- a. The University shall convey the University Property to City by quitclaim deed with covenant. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) easements described herein; (ii) easements for utilities servicing the property, and (iii) City ordinances.
 - b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the City to obtain owners title insurance in form reasonably acceptable to the City.
 - c. Each party shall deliver to the other evidence, reasonably satisfactory to other’s counsel, that the transaction has been approved by the parties’ respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.

d. The recording fee for the deed of conveyance shall be paid for by the City.

9. Closing For The City Property. Subject to the provisions of section 2 above, the closing for the City Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 180 days after completion of the Project, provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed. At the closing:

- a. The City shall convey the City Property to the University by municipal quitclaim deed. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) the public and utility easements retained by the City; (ii) easements for utilities servicing the property, and (iii) City ordinances.
- b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the University to obtain owners title insurance in form reasonably acceptable to the University.
- c. Each party shall deliver to the other evidence, reasonably satisfactory to other's counsel, that the transaction has been approved by the parties' respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.
- d. The recording fee for the deed of conveyance shall be paid for by the University.
- e. Notwithstanding anything to the contrary herein, in the event that the City or the Maine Department of Transportation decide not to fund or otherwise proceed with the Project, the City shall have the right to reconvey the University Property to the University in lieu of making the payment described in section 2(c). The University will cooperate with the City in obtaining any regulatory approvals required for the reconveyance, which shall be obtained at the City's expense.

10. Post-Closing Matters:

- a. During construction of the Project, the University will cede its use of a 9,500 square foot parking lot adjacent to the Brighton Avenue Land (the "Brighton Avenue Parking Lot Property"), resulting in the elimination of 26 parking spaces. The Brighton Avenue Parking Lot Property will be graded, loamed, and seeded as part of the Project by the City and at no cost to the University. Title to this Brighton Avenue Parking Lot Property will remain in the

University. The parties shall enter into a separate license agreement to allow the City or its contractors to enter the University's land to perform such grading, loaming, and seeding and other work associated with the Project.

- b. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the University and the City will work cooperatively to create signage and landscaping for the Project.
- c. While the streets are open during construction of the Project, the City will allow the University, at the University's sole expense, to update and replace various utility lines connecting the University's Law School with the core of the University Campus, provided that such work does not delay the Project schedule.
- d. The University and the City will work cooperatively on the Project's construction schedule in order to minimize scheduling conflicts during major University and City events.
- e. Subject to applicable zoning and land use regulations and any other applicable laws, rules, and regulations, the City will support the University in its efforts to locate parking spaces to replace the Brighton Avenue Parking Lot on other parcels within the University campus should the University choose to do so. All costs associated with replacing the Brighton Avenue Parking Lot will be borne by the University.

11. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties.
- b. Any obligations in this Agreement that by its terms are intended to be performed after termination or Closing shall survive the same.
- c. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

For The City:

City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to:

The Office of the Corporation
Counsel at the same address.

For The University:

M. F. Chip Gavin
Chief Facilities Management and
General Services Officer
25 Bedford Street
Portland, ME 04101

With a copy to:

General Counsel Office
46 University Dr.
Augusta ME, 04330

- d. As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by facsimile or email. Documents with original signatures shall be provided upon request of any party.
- e. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
- f. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- g. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- h. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- i. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

- j. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and UNIVERSITY OF MAINE SYSTEM has caused this Agreement to be signed and sealed by M.F. Chip Gavin, its Chief Facilities Management and General Services Officer, thereunto duly authorized, as of the day and date first above written.

CITY OF PORTLAND

Witness: _____

By: _____
Jon P. Jennings
Its City Manager

UNIVERSITY OF MAINE SYSTEM

Witness: _____

By: _____
M.F. Chip Gavin
Its Chief Facilities Management and
General Services Officer

Approved as to form:

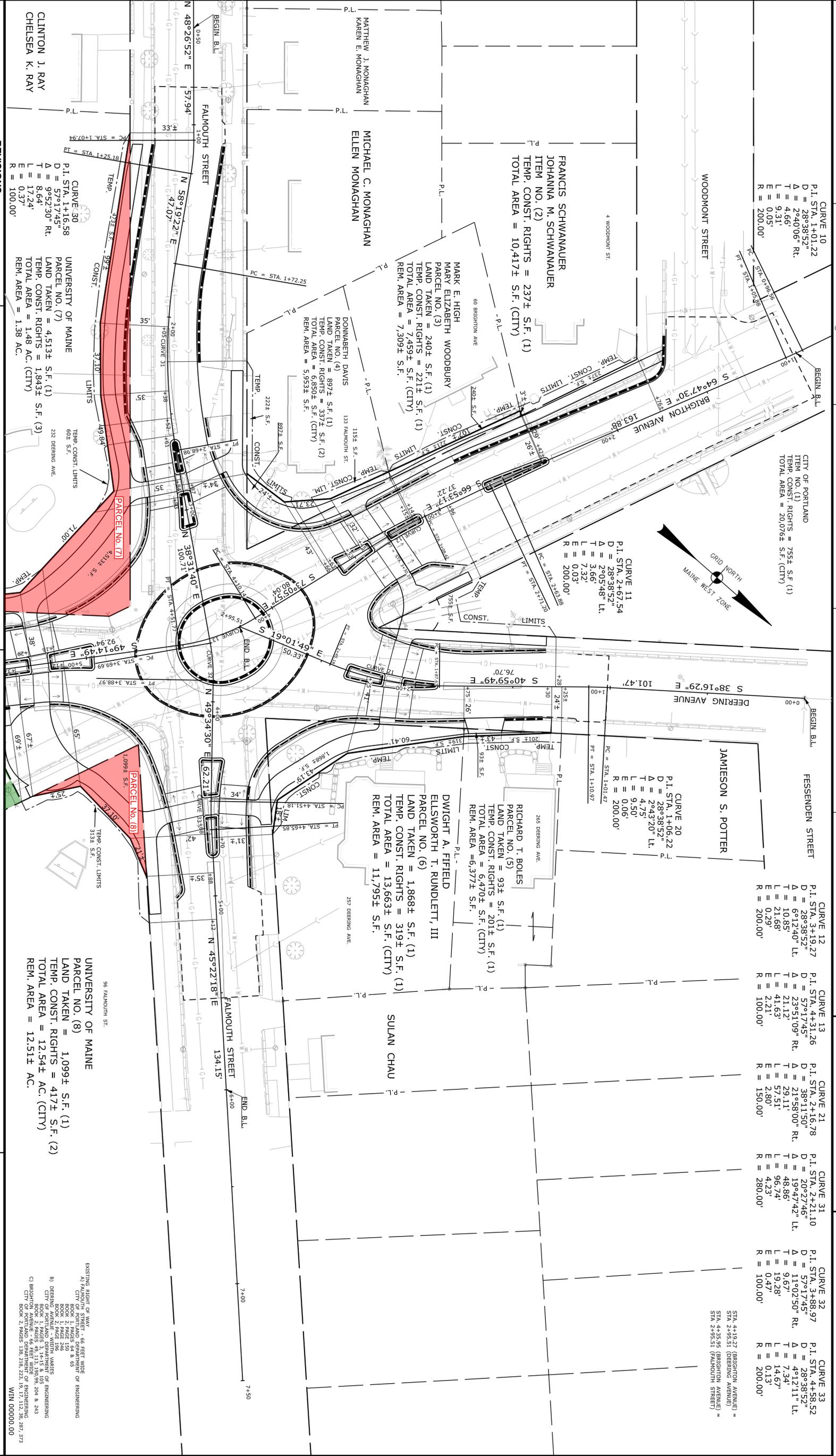
City Corporation Counsel's Office

EXHIBIT A

**(Copy of State of Maine Department of Transportation Right Of Way Map,
Project No. _____, dated July 2017)**

EXHIBIT A

From, County, State Existing Right of Way Limits of Right of Way Control Of Access New Right of Way New Easement New Temporary Rights New R/W, Within Existing R/W	Building Trees Water Edge Ledge Fence Sign	Clearing Limit Line Deciduous Bush Flag Pole Gas Line Sanitary Sewer Telephone Line Electric Line Water Line Underdrain Line Gas Line Guardrail Culvert	Proposed Existing Traveled Way Ditch Catch Basin Manhole Sewer Manhole Utility Pole Fire Hydrant Curbing	Existing Proposed Cut Line Stone Wall Baseline Monument Iron Rod Found Replacement Pin Set	STATE OF MAINE REGISTRY OF DEEDS RECEIVED at _____ h _____ m _____ Page _____ and recorded in Plan Book _____ Attest: _____ REGISTER	THIS PLAN WAS PREPARED IN CONNECTION WITH THE DEPARTMENT'S CONSTITUTION OF REAL PROPERTY FOR TRANSPORTATION PURPOSES. IT CANNOT BE USED TO ESTABLISH LEGAL BOUNDARIES BETWEEN ADJUTING PROPERTY OWNERS.
---	---	---	---	---	---	--



ITEM	TECH	CHECKED
EXISTING CONDITION PLAN	NSE	T.A.
FINAL RIGHT OF WAY	NSE	T.A.
AREAS	NSE	T.A.

PRELIMINARY PLAN

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 16 STATE HOUSE STATION - AUGUSTA, ME 04333-0016 - 207-624-3460

PORTLAND
 RIGHT OF WAY MAP

NO. DATE	DESCRIPTION	BY	PLAN FILED IN	PLAN BOOK	PAGE	COUNTY	RECORD	BOOK	PAGE
	REVISIONS								
		DAVID BERNHARDT							
		COMMISSIONER							
		JOYCE TAYLOR							
		CHIEF ENGINEER							
		DATE							

To the best of my knowledge and belief the Highway Right of Way lines depicted hereon are based upon a survey conforming to the Standards of Practice promulgated by the Maine Board of Licensure for Professional Land Surveyors (22-CMR, Chapter 90, Section 1001.01) and a separate survey for the purpose of establishing the boundaries of the property shown on this map. Other boundary lines including lines between abutters are approximate and for general reference purposes only.

EXISTING RIGHT OF WAY = 66 FEET WIDE
 A) CITY OF PORTLAND DEPARTMENT OF ENGINEERING
 BOOK 1, PAGE 150
 BOOK 2, PAGE 151
 B) DEERING AVENUE - WIDTH WARDS OF ENGINEERING
 CITY OF PORTLAND DEPARTMENT OF ENGINEERING
 BOOK 1, PAGES 3, 14-15 & 105-99, 204 & 243
 C) CITY OF PORTLAND DEPARTMENT OF ENGINEERING
 BOOK 2, PAGES 139, 218, 223, 19, 17, 112, 28, 287, 237
 WIN 00000.00

BRIGHTON AVE. / FALMOUTH ST. / DEERING AVE.
 PORTLAND
 PROJECT NO. CUMBERLAND COUNTY

XXXXX
 JULY 2017
 SCALE 1" = 25'
 RIGHT-OF-WAY MAP
 SHEET 1 OF 2

SHEET NUMBER
1
 OF 2

<p>From County, State _____</p> <p>Approx. Property Lines _____</p> <p>Existing Right of Way _____</p> <p>Limits of Wrought Portion _____</p> <p>New Right of Way _____</p> <p>New Easement _____</p> <p>New Temporary Rights _____</p> <p>New R/W Within Existing R/W _____</p>	<p>PLAN LEGEND</p> <p>Existing _____</p> <p>Proposed _____</p> <p>Travelled Way _____</p> <p>Existing _____</p> <p>Proposed _____</p> <p>Cut Line _____</p> <p>Regrading Wall _____</p> <p>Fill Line _____</p> <p>STATE OF MAINE REGISTRY OF DEEDS COUNTY _____ RECEIVED _____ at _____ m _____ m and recorded in Plan Book _____, Page _____ Attest: _____ REGISTER</p> <p>THIS PLAN WAS PREPARED IN CONNECTION WITH THE DEPARTMENT'S ACQUISITION OF REAL PROPERTY FOR TRANSPORTATION PURPOSES. IT CANNOT BE USED TO ESTABLISH LEGAL BOUNDARIES BETWEEN ADJUTING PROPERTY OWNERS.</p>
--	--

CURVE 14
P.I. STA. 5+81.65
D = 14°19'26"
Δ = 10°33'08" Rt.
T = 36.94'
L = 73.67'
E = 1.70'
R = 400.00'

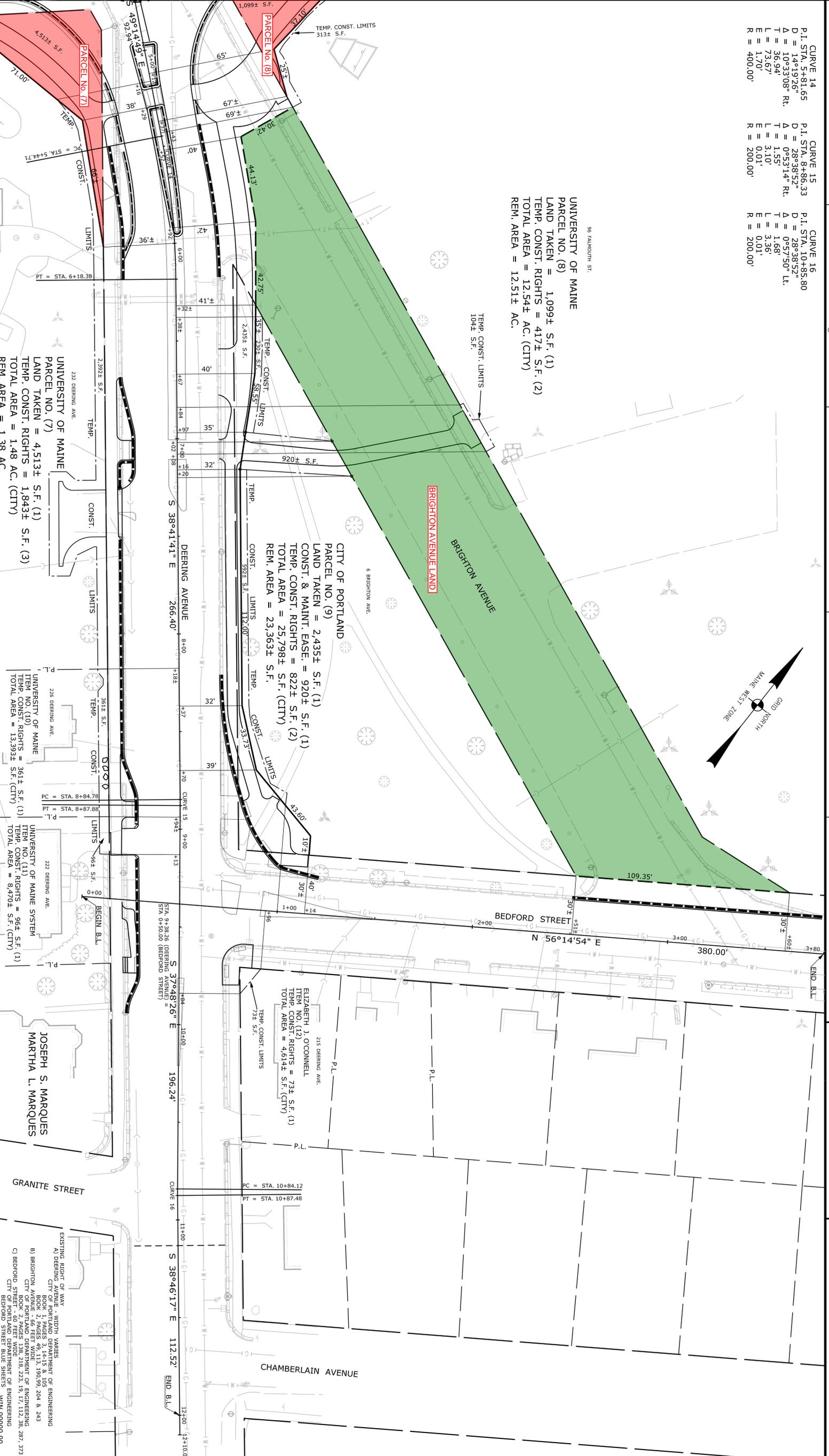
CURVE 15
P.I. STA. 8+86.33
D = 28°38'52"
Δ = 0°53'14" Rt.
T = 1.55'
L = 3.10'
E = 0.01'
R = 200.00'

CURVE 16
P.I. STA. 10+85.80
D = 28°38'52"
Δ = 0°57'50" Lt.
T = 1.68'
L = 3.36'
E = 0.01'
R = 200.00'

UNIVERSITY OF MAINE
PARCEL NO. (8)
LAND TAKEN = 1,099± S.F. (1)
TEMP. CONST. RIGHTS = 417± S.F. (2)
TOTAL AREA = 12,54± AC. (CITY)
REM. AREA = 12,51± AC.

CITY OF PORTLAND
PARCEL NO. (9)
LAND TAKEN = 2,435± S.F. (1)
CONST. & MAINT. EASE = 920± S.F. (1)
TEMP. CONST. RIGHTS = 822± S.F. (2)
TOTAL AREA = 25,798± S.F. (CITY)
REM. AREA = 23,363± S.F.

ELIZABETH J. O'CONNELL
ITEM NO. (12)
TEMP. CONST. RIGHTS = 73± S.F. (1)
TOTAL AREA = 4,014± S.F. (CITY)



NO.	DATE	REVISIONS DESCRIPTION	BY	PLAN NO.	FILED IN	PLAN BOOK	PAGE	COUNTY	RECORD BOOK	DATE

DAVID BERNHARDT
COMMISSIONER

JOYCE TAYLOR
CHIEF ENGINEER

DATE

To the best of my knowledge and belief the Highway Right of Way lines depicted hereon are based upon a survey conforming to the Standards of Practice promulgated by the Maine Board of Licensure for Professional Land Surveyors (22-360 CMR, Chapter 90, Section 1001.01). This plan is a separate and distinct document from any other plan or map. The boundaries shown hereon are not intended to be construed as establishing legal boundaries between abutting property owners. The boundaries shown hereon are for general reference purposes only.

BRIGHTON AVE. / FALMOUTH ST. / DEERING AVE.
PORTLAND
PROJECT NO. _____
CUMBERLAND COUNTY

XXXXX

SHEET NUMBER
2
OF 2

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION - AUGUSTA, ME 04333-0016 - 207-624-3460
PORTLAND
RIGHT OF WAY MAP

ITEM	TECH	CHECKED
EXISTING CONDITION PLAN	NSE	T.A.
FINAL RIGHT OF WAY	NSE	T.A.
AREAS	NSE	T.A.

PRELIMINARY PLAN

EXHIBIT B

Description of Parcel No. (7)

A certain lot or parcel of land located on the southeasterly side of Falmouth Street, southwesterly side of Brighton Avenue and the southwesterly side of Deering Avenue in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at point on the southeasterly sideline of Falmouth Street, said point of beginning being located N 48°34'53" E a distance of Sixty-Nine and 93/100 (69.93) feet from the intersection of the northeasterly sideline of Exeter Street with the southeasterly sideline of said Falmouth Street. Thence:

1. N 48°34'53" E by said Falmouth Street a distance of Two Hundred Forty-Three and 79/100 (243.79) feet to a point on the southerly sideline of Brighton Avenue;
2. S 67°27'04" E by said Brighton Avenue a distance of Eleven and 80/100 (11.80) feet to a point on the southwesterly sideline of Deering Avenue;
3. S 38°46'34" E by said Deering Avenue a distance of One Hundred Eleven and 32/100 (111.32) feet to a point;
4. N 47°34'40" W through land of the Grantor a distance of Sixty-Five and 82/100 (65.82) feet to a point;
5. N 88°45'17" W though said land of the Grantor a distance of Seventy-One and 00/100 (71.00) feet to a point;
6. S 40°44'35" W through said land of the Grantor a distance of Forty-Nine and 84/100 (49.84) feet to a point;
7. S 48°14'39" W through said land of the Grantor a distance of Thirty-Seven and 10/100 (37.10) feet to a point;
8. S 57°25'25" W through said land of the Grantor a distance of Ninety-Nine and 27/100 (99.27) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 4,513 square feet, more or less, and being a portion of property as described in deeds to the University of Maine recorded in the Cumberland County Registry of Deeds in Book 3047, Page 354, Book 3053, Page 326, Book 3056, Page 504 and Book 3079, Page 537.

EXHIBIT C

Description of Parcel No. (8)

A certain lot or parcel of land located on the southeasterly side of Falmouth Street and the northeasterly side of Brighton Avenue in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Falmouth Street with the northeasterly sideline of Brighton Avenue. Thence:

1. N 45°03'56" E by said Falmouth Street a distance of Sixty-Seven and 91/100 (67.91) feet to a point;
2. S 25°30'06" W through land of the Grantor a distance of Twenty-One and 27/100 (21.27) feet to a point;
3. S 05°00'58" W through said land of the Grantor a distance of Thirty-Seven and 10/100 (37.10) feet to a point;
4. S 53°19'05" E through said land of the Grantor a distance of Twenty-Five and 06/100 (25.06) feet to the northeasterly sideline of said Brighton Avenue;
5. N 67°27'04" W by said Brighton Avenue a distance of Sixty and 39/100 (60.39) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 1,099 square feet, more or less, and being a portion of property as described in a deed to the University of Maine recorded in the Cumberland County Registry of Deeds in Book 2370, Page 135.

EXHIBIT D

Description of the Brighton Avenue Land

A certain portion of a right of way known as Brighton Avenue located in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the northeasterly side of Brighton Avenue with the northwesterly sideline of Bedford Street. Thence:

1. S 56°16'26" W by the northwesterly side of said Bedford Street a distance of One Hundred Nine and 35/100 (109.35) feet to a point at land now or formerly of the City of Portland as described in a deed recorded in the Cumberland County Registry of Deeds in Book 1290, Page 35;
2. N 67°27'04" W by said land of the City of Portland a distance of Three Hundred Thirty-Four and 98/100 (334.98) feet to a point;
3. N 38°17'00" W through said Brighton Avenue a distance of Forty-Two and 75/100 (42.75) feet to a point;
4. N 47°55'58" W through said Brighton Avenue a distance of Forty-Four and 13/100 (44.13) feet to a point;
5. N 22°06'16" E through said Brighton Avenue a distance of Thirty and 42/100 (30.42) feet to a point on the northeasterly sideline of said Brighton Avenue and land now or formerly of the University of Maine as described in a deed recorded in said Registry in Book 2370, Page 135;
6. S 67°27'04" E by said land of the University of Maine a distance of Four Hundred Twenty-Eight and 19/100 (428.19) feet to a point;
7. N 84°24'41" E by said land of the University of Maine a distance of Fifty-Two and 91/100 (52.91) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 27,587 square feet, more or less, and being a portion of Brighton Avenue.