

**COMMERCIAL STREET**

From Book of Records  
Vol. 2, Pages 148 & 154

March 12, 1838

TO SEE

State of Maine

Kennebec, SS

In the name of the State of Maine, you are hereby required to warn the freeholders and other inhabitants of the said Town of Augusta, qualified to vote in Town affairs, to meet and assemble at the Town House on Monday the twelfth day of March instant at ten of the clock in the forenoon then and there to act on the following articles, viz.

ARTICLE 6, To see if the Town will accept the following road/street as Laid out by the Selectmen, to wit:

Also, a street commencing on Bridge Street west of Water Street and running southerly to Oak Street.

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**COMMERCIAL STREET**

From Book of Records  
Vol. 2, Pages 154 & 156

April 2, 1838

VOTED

ARTICLE 6 VOTED, To accept a street on the west side of Kennebec River as the same is laid out by the Selectmen reported and described by them as follows, viz.:

The selectmen have viewed the contemplated route of the street herein mentioned and are of the opinion the same should be granted due notice having been given to all interested previously to wit:

Commencing fifty-six feet from east line of Bridges Block westerly on Bridge Street and running southerly to a point which shall be fifty-two feet from Water Street westerly on Oak Street, the same to be forty feet wide west of such line.

The Messrs. Halletts claim damages, we understand Mr. William Bridge will indemnify the Town from any damages from them and all others.

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**PROOFED**

**COMMERCIAL STREET**

From Street Book 1833  
Page 14

April 2, 1838

VOTED

ARTICLE 6 VOTED, the undersigned believing that the public convenience requires the location of a new street west of Water Street, would respectfully request you after giving due notice to all persons interested therein to layout a street parallel to Water Street, distant therefrom fifty-two feet forty feet wide, and extending from Oak Street, to the street leading from K Bridge by the Rev. M. Tappan's meeting house.

The selectmen have viewed the contemplated route of the street herein mentioned and are of the opinion the same should be granted and notice having been given to all interested previously-to wit: Commencing 56 feet from east line of Bridges Block on Bridge Street westerly and running southerly to a point which shall be fifty-two feet from Water Street westerly on Oak Street, the same to be forty feet wide west of such line.

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**PROOFED**

**COMMERCIAL STREET**

From Street Book 1833  
Pages 143-145

September 21, 1865

PETITION

Commercial Street. Widening of & Extending the same to Winthrop Street

PETITION

To the City Council of Augusta

The undersigned would most respectfully represent that previous to the erection of buildings upon the burnt district between Bridge and Winthrop Streets the interests of the City require that Commercial Street be widened and extended southerly to Winthrop Street, that the Kennebec & Portland Railroad Company propose to surrender all of their land between Bridge and Oak Streets east of a line parallel with the east face of their stone wall on the west

side of their track on their depot foundation wall and distant therefrom fifty-five feet for the purpose of widening Commercial Street between those points provided Commercial Street shall be extended through to Winthrop Street, we therefore request that Commercial Street may be widened between Bridge and Oak Streets by establishing the west line thereof as above proposed also that Commercial Street be extended southerly to Winthrop Street by establishing the east line thereof between Oak and Winthrop Street sixty-five feet from & Parallel with the west line of Water Street and making the width of said street not exceeding fifty five feet and that notice hereon be forthwith ordered and said street widened extended and established without unnecessary delay. September 21, 1865.

City Clerk's Office September 29, 1865

WHEREAS, The City Council of the City of Augusta have been petitioned by G.W. Ricker & others to widen Commercial Street on the west line and extend the same to and terminating at Winthrop Street, and the said Council at a session thereof, on the twenty-first day of September 1865. Ordered the City Clerk to give notice of the intention of said Council to widen said street or road and extend the same to Winthrop Street. All Persons interested are hereby notified to appear before a Committee of said Council at the Railroad Crossing on Oak Street, in said Augusta at 2 o'clock p.m. on the sixth day of October 1865 when and where said Committee will proceed to layout the same.

The Committee on New Streets to whom was referred the Petition of George W. Ricker and others for a new street and to widen Commercial Street and upon which notice as ordered have had the same under Consideration and report: That the City Clerk give notice to widen Commercial Street and lay out said street as prayed for from Oak to and terminating at Winthrop Street and being an extension of Commercial Street, which notices were posted, one on the west wall of a building lately occupied by James Covell and S.D. Clay, and one on a Post near the railroad crossing on Bridge Street on the 29<sup>th</sup> day of September 1865 notifying all persons interested to appear before a Committee of said Council at the railroad crossing on Oak Street at 2 o'clock p.m. of the 6<sup>th</sup> day of October 1865 at which time and place your Committee met and after viewing the route hearing the petitioners and considering the matter laid out a public road or street as follows, viz:

First widening of Commercial Street by commencing at a point fifty feet west from the centre of a stone monument west of the northwest corner of the store lately occupied by Sylvanus Caldwell and at the northeast corner of said street, and running southerly parallel with Commercial Street taking ten feet in width from the railroad companies land to Oak Street making Commercial Street fifty feet wide. Second, extension of Commercial Street to Winthrop Street. Commence at a point or stake in the south line of Oak Street sixty-five feet from the northeast corner of the brick building as it lately stood on land now owned by B.H. Cushman and running south westerly parallel with Water Street and distant there from sixty-five feet to a point in north line of Winthrop Street about three and one third feet westerly from the southwest corner of the brick wall of the building lately occupied by S. D. Clay as publisher of the Age. Said road to be forty-four feet wide and west of said line. On the 7<sup>th</sup> day of October 1865 your committee filed with the City Clerk of said City the laying out of said street with the bounds admeasurements of said street as above reported and we have not estimated the damages of laying out, and ask further time therefor.

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COMMERCIAL STREET

From Street Book 1833  
Page 146

October 14, 1865

READ AND PASSED

VOTED

November 11, 1865

The undersigned hereby further report that the above described road passes over land of Benj. H. Cushman and others taking about 1600 square feet, bounded northerly on Oak Street and we estimate the damages to them by the taking thereof at the sum of eight hundred and fifty dollars.

Also over land of James W. North being rear or back land taking about 1531 square feet and we estimate the damages to him by the taking thereof at the sum of two hundred dollars.

Also over land of Benjamin Davis and wife being rear or back land taking about 755 feet and we estimate the damage to them by the taking thereof at the sum of one hundred dollars.

Also over land of Sewall Lancaster and another, his niece, being rear or back land taking there from about 200 square feet and we estimate the damages to them by the taking thereof at the sum of twenty dollars. Also over land of the estate or heirs of Hartwell Stickney being rear or back land taking about 578 feet and we estimate the damages to them by the taking thereof at the sum of seventy-five dollars.

Also over land of Charles F. Wingate being a small gore piece in rear of his store lot taking therefrom about 353 feet and we estimate the damages to him by the taking thereof at the sum of fifty dollars. All of which is respectfully submitted.

Read. Report accepted and road established as laid out. Sent Down for Concurrence.

In Common Council

November 11, 1865

Read and Accepted in Concurrence.

City of Augusta, SS

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COMMERCIAL STREET

From Jr. Bd. Ald.  
Vol. 18, Pages 275, 279, 280

May 19, 1924

READ AND PASSED

ORDERED, That Commercial Street between Market Square and Bridge Street be widened and re-constructed to include land described in a contract between the City of Augusta and the Maine Central Railroad Company dated May 5<sup>th</sup> 1924, the work to be done under the supervision of the Mayor and Committee on Highways and Sewers.

The following order was read and passed by a vote of eight yeas and no nays in Board of Aldermen and ten yeas and no nays in Common Council.

ORDERED, That the Mayor be and hereby is authorized and directed to enter into and execute on behalf of the City the following lease from the Maine Central Railroad, to wit:

MEMORANDUM OF AGREEMENT

Made the 5<sup>th</sup> day of May in the year nineteen hundred and twenty-four in triplicate between the Maine Central Railroad Company, a corporation duly established by law, party of the first part and the City of Augusta, Kennebec County, Maine, party of the second part.

Witnesseth, that in consideration of the Covenants herein contained on the part of the said party of the second part, to be kept and performed by it the said party of the first part hereby leases unto the said party of the second part two parcels of land south of tracks in said Augusta, described as follows:

1. One parcel of land is 8 feet wide and extends from Oak Street, to Winthrop Street. The southerly line of said land is in the northerly line of land leased to said party of the second part under agreement dated November 10, 1920, and the northerly line is 8 feet north of and parallel to said southerly line except for a short distance near said Winthrop Street.
2. One parcel of land extends from Oak Street, to Bridge Street, a distance of about 492 feet and is 18 feet wide on Oak Street and 8 feet wide on Bridge Street, said directions are time card directions. Said parcels of land are tinted in orange as shown on plan hereto attached and made a part hereof. The party of the second part covenants and agrees to build along the northerly lines of said parcels of land a concrete or granite retaining wall to support roadbed and tracks, said wall to be designed and erected to the approval of the Chief Engineer of the party of the first part. The party of the second part covenants and agrees to bear the entire cost of construction, including any necessary temporary supports of tracks and protection of tracks during such construction, and to bear the entire cost of maintenance of said wall.

1. To Have and To Hold the said demised premises hereby leased unto the said party of the second part, from the 1<sup>st</sup> day of May, 1924, during the full term of ten years; thence next ensuing, unless sooner terminated as hereinafter provided.

It is hereby understood and agreed that the said party of the second part may erect structures upon the demised premises for the purpose of a retaining wall.

2. Said party of the second part hereby covenants and agrees to pay to the party of the first part as rent, the sum of five (5) dollars yearly in equal annual payments, said payments to be made on the first days of May in every year during said term, and at that rate for such further time as the said party of the second part shall hold the said premises or any part thereof, the first annual payment to be made on the 1<sup>st</sup> day of May 1924, and to reimburse the said party of the first part the cost of preparing this agreement with necessary surveys and plans.
3. ....
4. Said party of the second part hereby covenants and agrees that it will take upon itself all risk of losses by fire and neither it nor any person claiming under it shall have, or make any claim upon the party of the first part for any damage to any building or wall, any part of which is on said demised land, and/or to any property stored in or on said building or on said demised land, from fire caused by sparks or coals from any locomotive or otherwise.
5. Said party of the second part hereby covenants and agrees that it will allow no other parties to store merchandise in or on said demised property and that it will not lease or underlet the whole or any part of the land, wall or building to any other party without written permission of said party of the first part.
6. Said wall as a further condition is to be well finished and all kept in good order, and all hay, rubbish and other combustible materials carefully removed and kept cleaned up around the land and tracks, all to the satisfaction of the Chief Engineer of said party of the first part.
7. Provided said wall shall not be kept in repair and/or said hay, rubbish or other combustible materials not be removed and kept cleared up around said land and tracks, to the satisfaction of said Chief Engineer then it is expressly agreed that said party of the first part shall have the right to make such repairs, and/or remove such hay, rubbish and other combustible materials as may in its judgement, be necessary, and said party of the second part covenants and agrees to pay said party of the first part the cost incurred for making such repairs and/or clearing up and removing such hay, rubbish and other combustible materials.
8. This lease shall continue for the term of ten years from May 1, 1924 unless the party of the first part, shall sooner terminate the same which it may do, at any time, by giving the party of the second part 60 days notice in writing of its desire to do so.
9. Said party of the second part may remove from the premises at its pleasure at any time during the continuance of this lease upon leaving the premises in good condition and upon giving the party of the first part 60 days notice in writing of its desire so to remove.
10. Provided always and these presents are upon the condition that if such rent, or any part thereof, shall at any time be in arrears or unpaid or if the party of the second part shall at any time fail or neglect to perform or observe any of these covenants, conditions or

agreements herein contained and on its part to be performed and observed, or if the party of the second part shall become bankrupt or insolvent or shall compound with its creditors, then and in any such case it shall be lawful for the party of the first part or any person or persons duly authorized by it in that behalf without any formal notice or demand, to enter into and upon the said demised premises, or any part thereof in the name of the whole and reposes the same as of its former estate, and expel the said party of the second part and those claiming under it, and remove its effects, (forcibly if necessary without being taken or deemed guilty of any manner of trespass, and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the party of the first part in respect to any antecedent property or any covenants by the said party of the second part hereinbefore contained and that upon entry as aforesaid the said term shall cease and be needed.

11. It is understood and agreed that the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successes and assigns of the parties hereto.

Signed, Sealed the day and year above written.

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**PROOFED**

**COMMERCIAL STREET**

From Jr. Bd. Ald.  
Vol. 23, Page 229

November 21, 1966

READ AND PASSED

479 ORDERED, That the area recently developed and constructed north of Bridge Street and parallel to Water Street between Bridge Street and the railroad bridge be designated as Commercial Street.

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**PROOFED**

**COMMERCIAL STREET  
(EXTENSION)**

From Jr. Bd. Ald.  
Vol. 23, Page 234

December 19, 1966

READ AND PASSED

503 ORDERED, That the Municipal Officers of the City of Augusta having received a Petition of James F. Dowling, et als, to layout, alter and widen a city street extending from the north side of Bridge Street to intersect with the west side of Water Street, said street to pass westerly of the buildings located on the westerly side of Water Street, to be known as Commercial Street Extension and being described in the following description, do hereby give

written notice of their intention to layout, alter and widen said Street and order that an attested copy of this Order of Notice be posted for seven days in two public places in the city and in the vicinity of said street. Hearing shall be held hereon on December 28, 1966 at the City Council Room at 7:30 p.m. An attested copy hereof shall be given in hand to Florence R. Whittier, Jack Plavin, Clement L. Bonsant, Viola Bonsant and to Emily Paradis, First National Granite Bank and Augusta Savings Bank at least seven days prior to said hearing date.

Beginning at a point on the northerly side of Bridge Street so-called, located 30.5 feet easterly of the base line of location of Maine Central Railroad Company as established by The Federal Valuation Survey dated June 30, 1916; thence northerly on a line that is parallel or concentric with the abovementioned base line of location and 30.5 feet east thereof about 391 feet to a line having a true bearing of North 86 degrees 31 minutes East from said base line of location at station 2969 + 89.96; thence by a true bearing of North 86 degrees 31 minutes East about 18 feet to the westerly line of Water Street; thence southerly along the westerly line of said Water Street about 125 feet to a point located 120 feet northerly of the northeasterly corner of land owned by Jack Plavin as recorded in Book 1257, Page 261 at the Kennebec County Registry of Deeds; thence southwesterly in a straight line to a point on said Plavin's northerly line located 32.40 feet from said Plavin's northeasterly corner; thence westerly along said Plavin's northerly line about 23.5 feet to a point located 3.5 feet westerly of the northwesterly corner of the brick block now situated on said Plavin's land; thence southerly in a straight line to a point on the northerly line of land owned by The Kirschner Realty, Inc. as recorded in Book 1091, Page 142 at the above mentioned Registry of Deeds located 10 feet westerly of the northwesterly corner of the brick block now situated on said Kirschner land; thence westerly in said Kirschner's northerly line about 10 feet to the easterly line of land owned by the Augusta Parking District as recorded in Book 1198, Page 165 at the above mentioned Registry of Deeds; thence southerly along the easterly line of said Augusta Parking District Land about 89 feet to the northerly line of Bridge Street; thence westerly along the northerly side of Bridge Street about 35 feet to the point of beginning.

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**PROOFED**

**COMMERCIAL STREET**

From Jr. Bd. Ald.  
Vol. 23, Page 240

December 28, 1966

**READ AND PASSED**

521 ORDERED, That whereas proper petition has been made, due notice proven, due hearing held, that the following area be laid out and accepted as a town way and City Street, and damages be allowed to the following persons in the following amounts:

Florence Whittier and Emily Paradis, Mortgagee, \$2.85 per sq.ft. or a total of \$889.20  
Clement L. Bonsant and Viola Bonsant and Augusta Savings Bank, mortgagee \$2.85 per sq.ft. or a total of \$598.50

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**COMMERCIAL STREET**

From Street Book 1923-199\_  
Page 150

December 28, 1966

READ AND PASSED

521 ORDERED, Beginning at a point on the northerly side of Bridge Street, so-called, located 30.5 feet easterly of the base line of location of Maine Central Railroad Company as established by The Federal Valuation Survey dated June 30, 1916; thence northerly on a line that is parallel or concentric with the above mentioned base line of location and 30.5 feet easterly thereof about 391 feet to a line having a true bearing of North 86 degrees 31 minutes East from said base line of location at station 2969 + 89.96; thence by a true bearing of North 86 degrees 31 minutes East about 18 feet to the westerly line of Water Street; thence southerly along the westerly line of said Water Street about 125 feet to a point located 120 feet northerly of the northeasterly corner of land owned by Jack Plavin as recorded in Book 1257, Page 261 at the Kennebec County Registry of Deeds; thence southwesterly in a straight line to a point on said Plavin's northerly line located 32.40 feet from said Plavin's northeasterly corner; thence westerly along said Plavin's northerly line about 23.5 feet to a point located 3.5 feet westerly of the northwesterly corner of the brick block now situated on said Plavin's land; thence southerly in a straight line to a point on the northerly line of land owned by The Kirschner Realty, Inc. as recorded in Book 1091, Page 142 at above mentioned Registry of Deeds located 10 feet westerly of the northwesterly corner of the brick block now situated on said Kirschner land; thence westerly in said Kirschner's northerly line about 10 feet to the easterly line of land owned by the Augusta Parking District as recorded in Book 1198, Page 165 at the above mentioned Registry of Deeds; thence southerly along the easterly line of said Augusta Parking District land about 89 feet to the northerly line of Bridge Street; thence westerly along the northerly side of Bridge Street about 35 feet to the point of beginning.

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**Deed Description**

**COMMERCIAL STREET**

Book 1410, Page 397

Know All Men by These Presents,

That I, H. Lloyd Carey of Augusta, in the County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by the City of Augusta, a body politic corporate organized and existing under the laws of the State of Maine and having a place of business at Augusta, in the County of Kennebec and State of Maine

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Augusta, its successors

and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated on the west side of Water Street in said Augusta, more particularly bounded and described as follows:

On the east by said Water Street; on the south by land now or formerly owned by Benjamin Cote and Adolph Gingras; on the west by land of the Maine Central Railroad Company; on the north by land now or formerly of the Titcomb Real Estate Association, said buildings herein conveyed being the same now numbered 140 to 148, inclusive.

Meaning and intending hereby to convey premises acquired by the grantor by foreclosure of mortgages assigned to the grantor; said assignments being recorded in the Kennebec Registry in Book 1256, Page 206.

Also another certain lot or parcel of land with the buildings thereon situated in said Augusta, bounded and described as follows, to-wit:

Beginning at the northeast corner of land formerly owned by George Crosby and on which the Old Castle formerly stood; thence northerly in the north line of said lot to the east line of land formerly of S. & K. R. R. Co.; thence northerly in the east line of said railroad 20 feet; thence easterly parallel with the north line of said Crosby lot to Water Street; thence southerly 20 feet to the bound begun at.

Meaning and intending hereby to convey the same premises conveyed to me by warranty deed of William T. Webster, dated March 20, 1962 and recorded in the Kennebec Registry in Book 1257, Page 334.

The 1965 taxes shall be prorated.

Kennebec County Registry of Deeds  
Book 1410, Page 397

March 2, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1412, Page 393

Know All Men by These Presents,

That The Augusta Improvement Corporation a Corporation organized and existing under the laws of the State of Maine and located at Augusta, in the County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by the Inhabitants of Augusta, a body corporate, located at Augusta in the County of Kennebec and State of Maine the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Inhabitants of Augusta,

its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, being the Third Parcel described in a deed of Peter Calzolari, et al to the Capital Real Estate Association, dated January 10, 1934 and recorded in Kennebec Registry of Deeds Book 705, Page 188 and meaning and intending to convey the same premises as conveyed to the Augusta Improvement Corporation by deed of the Capital Real Estate Association dated March 1, 1966 to be recorded.

The land and buildings herein conveyed are located at 156 Water Street in said Augusta.

Kennebec County Registry of Deeds  
Book 1412, Page 393

March 23, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1414, Page 536

Know All Men by These Presents,

That G. O. C. G., Inc. a corporation duly organized and existing under the laws of Maine and having its principal place of business in Augusta, County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by Inhabitants of the City of Augusta, a body corporate and politic duly organized and existing under the laws of Maine having its principal place of business in Augusta, County of Kennebec and State of Maine

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Inhabitants of the City of Augusta

and assigns forever, a certain lot or parcel of land with two brick blocks thereon, situated in Augusta, County of Kennebec and State of Maine, being two brick blocks numbered 11 and 12 in Bridge's Block, situated on the west side of Water Street, bounded northerly by land formerly of the Estate of John L. Cutler, now by H. Lloyd Carey; easterly by said Water Street, southerly by land formerly owned by Kennebec Savings Bank, now owned by Capitol Realty Co.; westerly by the easterly lines of the right-of-way of Maine Central Railroad.

Together with all rights and ownership which the grantor has in and to the land lying between said building and the easterly line of land of Maine Central Railroad.

Being the second lot or parcel of land with the buildings thereon described in the Warranty Deed of Adolphe J. Gingras and Antoinette M. Gingras to the Grantor herein, said deed being dated November 24, 1956, and recorded in Kennebec Registry of Deeds in Book 1068, Page 366.

Kennebec County Registry of Deeds  
Book 1414, Page 536

April 8, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1415, Page 8

Know All Men by These Presents,

That Capital Real Estate Association, a Corporation organized and existing under the laws of the State of Maine and located at Augusta in the County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by Augusta Improvement Corporation, a Corporation organized and existing under the laws of the State of Mainethe receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the said Augusta Improvement Corporation its successors

and assigns forever, a certain lot or parcel of land with the buildings thereon, situated on the west side of Water Street in Augusta aforesaid and bounded and described as follows to wit:

On the north by the middle line of the party wall, which forms the division between the premises hereby conveyed and land formerly owned by Francis J. Hubbard and that line continued westerly on the east by said Water Street; on the south by the middle line of the party wall; which forms the division between the premises hereby conveyed and land formerly owned by Landall Titcomb, that line continued westerly; and on the west by the west line of land conveyed to Edmund T. Bridge by Benjamin Davis, in the year 1835, by deed recorded in Kennebec County Registry of Deeds, in Book 90, Page 480. Subject to the reservations and with rights of passage as reserved and as granted in the deed from Joseph H. Williams et al, to Sarah S. Bridge, by deed, dated March 19, 1874, and recorded in Kennebec County Registry of Deeds, in Book 298, Page 65.

Meaning and intending hereby to convey the Third Parcel as conveyed to said grantor by deed of Peter Calzolari, et al dated January 10, 1934 and recorded in Kennebec Registry of Deeds, Book 705, Page 188.

The land and buildings herein conveyed are located at 156 Water Street in said Augusta.

Kennebec County Registry of Deeds  
Book 1415, Page 8

April 15, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1429, Page 531

Know All Men By These Presents,

That Maine Central Railroad Company, a corporation organized and existing under the laws of Maine, with a principal place of business in Portland, Cumberland County, Maine

In consideration of one dollar and other valuable considerations

paid by the City of Augusta, a body corporate and politic existing by law in the County of Kennebec, State of Maine,

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said City of Augusta, its successors

and assigns forever, a certain lot or parcel of land situated in the City of Augusta, County of Kennebec and State of Maine, bounded and described as follows:

Bounded on the West by a line thirty and five-tenths (30.5) feet easterly and parallel or concentric with the base line of location of Maine Central railroad Company as established by the Federal Valuation Survey dated June 30, 1916.

Bounded on the North by a line having a true bearing of North 86 degrees 31 minutes East from said base line of location at Station 2969+89.96.

Bounded on the East by land of the grantee.

Bounded on the South by the northerly line of Bridge Street.

By the acceptance of this deed, the grantee herein covenants and agrees for itself, its successors and assigns, to construct and maintain, in a manner satisfactory to the Chief Engineer of the grantor, its successors or assigns, a retaining wall sufficient to protect the railroad embankment of the grantor abutting the westerly side of said parcel.

Meaning and intending to convey a portion of the parcel of land conveyed by David Knowlton to Somerset and Kennebec Railroad Company by deed dated November 18, 1853 recorded in Kennebec Registry of Deeds in Book 189, page 205, and by George W. Morton to Somerset and Kennebec Railroad Company by deed dated May 20, 1853 and recorded in said Registry in Book 189, page 238.

Also a portion of the parcel of land described in deed of James W. Bradbury to Somerset and Kennebec Railroad Company dated July 14, 1864 and recorded in said Registry in Book 456 ,page 159.

Kennebec County Registry of Deeds  
Book 1429, Page 531

October 14, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1433, Page 435

Know All Men by These Presents,

That I, Jack Plavin of Waterville, in the County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by the City of Augusta, a body politic and corporate organized and existing under the laws of the State of Maine and having its place of business at Augusta, in the County of Kennebec and State of Maine

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Augusta, its successors

and assigns forever, a certain lot or parcel of land situated on the west side of the river in Augusta, Maine.

Beginning at a point in the northerly line of land owned by Florence R. Whittier as recorded in Book 1249, Page 312 at the Kennebec County Registry of Deeds located 6.63' westerly of the northwest corner of the brick block now situated on said Whittier's land; thence westerly along said Whittier's northerly line about 13' to the easterly line of land deeded to the City of Augusta by the Maine Central Railroad Company August 1, 1966 as recorded in Book 1429, Page 531 at the above mentioned Registry of Deeds; thence northerly along said easterly line of former railroad property about 21' to land owned by the City of Augusta; thence easterly along the southerly line of land owned by said City of Augusta about 16' to a point located 3.5' westerly of the northwest corner of the brick block now situated on my land; thence southerly in a straight line about 20' to the point of beginning.

Meaning and intending to convey a parcel of land off from the westerly end of a lot of land deeded to me by William T. Webster, March 19, 1962 as recorded in Book 1257, Page 261 at the Kennebec County Registry of Deeds.

Together with any rights of way in connection with said property extending from the rear of said property to Bridge Street in common with others.

Kennebec County Registry of Deeds  
Book 1433, Page 435

December 23, 1966

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**PROOFED**

**Deed Description**

**COMMERCIAL STREET**

Book 1436, Page 525

Know All Men by These Presents,

That I, Florence R. Whittier of Augusta, in the County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations paid by the City of Augusta, a body corporate, located at Augusta, in the County of Kennebec, and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Augusta

heirs and assigns forever, a certain lot or parcel of land situated on the west side of the river in Augusta, Maine;

Beginning at a point in the northerly line of land owned by Clement L. Bonsant as recorded in Book 1426, Page 928 at the Kennebec Registry of Deeds located ten (10) feet westerly of the westerly end of the brick block now situated on said Bonsant's land; thence westerly along said Bonsant's projected northerly line about forty (40) feet to the easterly line of land formerly owned by Captain Robinson; thence northerly along said easterly line of said Captain Robinson's line about twenty-five feet to the projection westerly of the southerly line of land owned by Jack Plavin as recorded in Book 1257, Page 261 at the above mentioned Registry of Deeds; thence easterly along said southerly line of said Plavin's land about thirty-eight and a half (38 1/2) feet to a point located six and sixty-three hundredths (6.63/100's) feet westerly of the northwest corner of the brick block building now situated on my land; thence southerly in a straight line about twenty-three (23) feet to the point of beginning.

Meaning and intending to convey all my rights if any to a parcel of land on the westerly end of a lot of land deeded to me by Ida Perlberg, et al., December 26, 1961 as recorded in Book 1249, Page 312 at the Kennebec Registry of Deeds.

Kennebec County Registry of Deeds  
Book 1436, Page 525

March 6, 1967

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**Deed Description**

**COMMERCIAL STREET**

Book 1439, Page 349

Know All Men by These Presents,

That we, Clement L. Bonsant and Viola Bonsant, both of Augusta, in the County of Kennebec and State of Maine, and Augusta Savings Bank, a banking corporation organized and existing under the laws of the State of Maine and having a place of business at Augusta, in the County of Kennebec and State of Maine, by its officer hereunto duly authorized,

in consideration of one dollar and other valuable considerations paid by the City of Augusta, a body politic and corporate organized and existing under the laws of the State of Maine and having its place of business at Augusta, in the County of Kennebec and State of Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said City of Augusta, its successors

and assigns forever, a certain lot or parcel of land situated on the west side of the river in Augusta, Maine, bounded and described as follows, to-wit:

Beginning at a point in our southerly line at a point located 10' westerly of the westerly end of the brick block now situated on our land; thence westerly along our southerly line about 13' to the easterly line of land now or formerly owned by the Augusta Parking District; thence northerly along the easterly line of said Augusta Parking District; thence northerly along the easterly line of said Augusta Parking District property and the easterly line of land now or formerly owned by the Maine Central Railroad about 20' to our northerly line; thence easterly along our northerly line about 15' to a point located 10' westerly of the westerly end of above mentioned brick block situated on our land; thence southerly in a line parallel with and 10' westerly of the westerly end of said brick block about 20' to the point of beginning.

Together with the right-of-way in common to the extent that we have the same over any right-of-way which exists from said property to Bridge Street.

Meaning and intending hereby to convey a portion of premises conveyed to said Bonsants by deed recorded in the Kennebec Registry in Book 1426, Page 929.

Augusta Savings Bank executes this deed solely for the purpose of releasing said premises and nor more from a mortgage deed given by said Bonsants to the Bank and the warranties hereof are not applicable to said Bank, mortgage being recorded in Book 1426, Page 931.

Kennebec County Registry of Deeds  
Book 1439, Page 349

April 11, 1967

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