

PARTIAL RELEASE OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW ALL BY THESE PRESENTS THAT, the City of Hallowell, a Maine municipality with an office in Hallowell, County of Kennebec, State of Maine holder of a certain Mortgage, Security Agreement and Financing Statement given by SC-ONE LLC, dated September 11, 2018, recorded in the Kennebec County Registry of Deeds in Book 13052, Page 37 (the "Mortgage"), for consideration paid does hereby release from the Mortgage unto the said SC-ONE LLC, its successors and assigns forever, the portion of the mortgaged premises, and only such portion, as described in Exhibit A attached hereto.

The undersigned specifically does not herein release any other portion of the mortgaged premises from the Mortgage which secures a Block Grant Loan Agreement dated September 30, 2016. The undersigned does not hereby acknowledge payment or discharge of said Block Grant Loan Agreement, dated September 30, 2016.

IN WITNESS THEREOF, the said City of Hallowell has caused this instrument to be executed by its duly authorized officer, this _____ day of October, 2019.

CITY OF HALLOWELL

Witness

By: _____
Nate Rudy
Its City Manager

State of Maine
County of Kennebec, ss.

October _____, 2019

Then personally appeared the above-named Nate Rudy, City Manager of City of Hallowell and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said City of Hallowell.

Before me,

Name:
Notary Public/Attorney-at-Law
Commission expires: _____

EXHIBIT A

A certain parcel of land, with the buildings and improvements thereon, being Lot 7 as shown on Subdivision Amendment Plan 3 of Stevens Commons, dated September 5, 2019, prepared by Landmark Corporation Surveyors & Engineers (to be recorded at the Kennebec County Registry of Deeds). Said parcel is situated on the northwesterly side of Beech Street in the City of Hallowell, County of Kennebec, and State of Maine, being more particularly bounded and described as follows:

Beginning at a 5/8" rebar with "Landmark Corp" ID cap to be set in the northwesterly line of Beech Street, said rebar being situated 50.02 feet northerly of the northeasterly corner of Lot 6 as shown on the above referenced plan:

Thence North 58 degrees 10 minutes 47 seconds West, along land being retained by SC-One, LLC, a distance of 60.58 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence North 12 degrees 48 minutes 05 seconds West, along said land being retained by SC-One, LLC, a distance of 26.82 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence North 31 degrees 49 minutes 13 seconds East, along said land being retained by SC-One, LLC, a distance of 29.72 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence North 58 degrees 10 minutes 47 seconds West, along said land being retained by SC-One, LLC, a distance of 40.65 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence North 31 degrees 49 minutes 13 seconds East, along said land being retained by SC-One, LLC, a distance of 102.31 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence South 58 degrees 10 minutes 47 seconds East, along said land being retained by SC-One, LLC, a distance of 22.48 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence North 31 degrees 49 minutes 13 seconds East, along said land being retained by SC-One, LLC, a distance of 142.73 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set:

Thence South 58 degrees 10 minutes 47 seconds East, along said land being retained by SC-One, LLC, a distance of 72.83 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set in the northwesterly line of Beech Street:

Thence South 13 degrees 06 minutes 24 seconds West, along the northwesterly line of Beech Street, a distance of 33.66 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set at a point of curvature:

Thence along the northwesterly line of Beech Street, following a curve concave to the northwest with a radius of 350.00 feet and a delta angle of 18 degrees 26 minutes 42 seconds, an arc distance of 112.67 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set at a point of

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Thence South 31 degrees 33 minutes 06 seconds West, along the northwesterly line of Beech Street, a distance of 14.84 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set at a point of curvature:

Thence along the northwesterly line of Beech Street, following a curve concave to the northwest with a radius of 1777.00 feet and a delta angle of 4 degrees 24 minutes 15 seconds, an arc distance of 136.60 feet to the point of beginning.

The parcel herein conveyed is Lot 7 as shown on the above referenced Subdivision Amendment Plan 3, and has an area of 0.68 acres (29,613 square feet). Bearings are referenced to Magnetic North 1985, derived from a plat titled "Plan of Boundary Survey, State of Maine", prepared by Thayer Engineering Company, dated July 24, 2015 and recorded at the Kennebec County Registry of Deeds in Plan Book 2015, Page 78.

Also a utility and drainage over Lot 7 to SC-One, LLC its successors or assigns, bounded and described as follows:

Beginning at a 5/8" rebar with "Landmark Corp" ID cap to be set in the northwesterly line of Beech Street at the northeasterly corner of Lot 7 as depicted on Subdivision Amendment Plan 3 of Stevens Commons, dated September 5, 2019, prepared by Landmark Corporation Surveyors & Engineers, recorded in the Kennebec County Registry of Deeds in Plan Book 2019, Page 107 (the "Plan");

Thence South 13° 06' 24" West, along the northwesterly line of Beech Street, a distance of 33.66 feet to a 5/8" rebar with "Landmark Corp" ID cap to be set at a point of curvature:

Thence along the northwesterly line of Beech Street, following a curve concave to the northwest with a radius of 350.00 feet and a delta angle of 02° 06' 02", an arc distance of 12.87 feet to a point;

Thence North 83° 24' 42" West, through said Lot 7 a distance of 61.56 feet to a point;

Thence North 53° 08' 27" West, through said Lot 7 a distance of 31.97 feet to a point in the parcel shown on the Plan as "retained land of land of SC-One, LLC";

Thence North 31° 49' 13" East, along the line of said retained land of SC-One, LLC a distance of 29.47 feet to a point;

Thence South 53° 05' 23" East, through said Lot 7 a distance of 26.30 feet to a point;

Thence South 88° 55' 25" East, through said Lot 7 a distance of 39.43 feet to a point;

Thence North 02° 00' 21" East, through said Lot 7 a distance of 23.38 feet to a point in the line of said retained land of SC-One, LLC;

Thence South 58° 10' 47" East, along the line of said retained land of SC-One, LLC a distance of 24.38 feet to the point of beginning.

Bearings are referenced to Magnetic North 1985 derived from a survey plan of land of the State of Maine by Thayer Engineering Company recorded in said Registry in Plan Book 2015, Page 78.

Including a 20 foot wide easement, over Lot 7 to SC-One, LLC its successors or assigns, centered on the as-built location of a fiber optic line leading in and out of the Flagg Dummer Building. Maintenance of the fiber optic line within the Flagg-Dummer building is included.

Including access over Lot 7 to SC-One, LLC its successors or assigns as currently existing and may be modified, in common with others. The existing condition are as shown on the Subdivision Amendment 3 recorded in Plan Book 2019, Page 107.

This conveyance is made subject to, and with the benefit of, all easements of record or as shown on the Plan. All bearings in the above descriptions are referenced to Magnetic North 1985 derived from a survey plan of land of the State of Maine by Thayer Engineering Company recorded in said Registry in Plan Book 2015, Page 78 and revised in Plan Book 2019, Page 107.

This conveyance is subject to the Declaration of Covenants and Restrictions, dated December 21, 2018, recorded in Kennebec County Registry of Deeds in Book 13115, Page 159 and the Second Declaration of Covenants and Restrictions, dated June 10, 2019, recorded in said Registry in Book 13232, Page 119.