

CITY OF HALLOWELL
 Code Enforcement Office
CERTIFICATE OF OCCUPANCY
Central Commons
6 Beech St.

Issued To	Map	Lot	Date Issued	Certificate No.
Community Housing Partners	6	27-3	June 22, 2020	20-6

THIS IS TO CERTIFY that the building, premises, or part thereof, at the above location, built under Building Permit No. 19-23 , has had preliminary inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy, limited or otherwise, as indicated below.

Portion of Building or Premises	Approved Occupancy
Entire Building	Multi-Family Residential/Affordable Senior Housing

LIMITING CONDITIONS:

None.



 Code Enforcement Officer/LPI

This document was e-recorded at the
KENNEBEC County Registry of
Deeds on 6/12/19 at 2:03 a.m./p.m.
In Book 13234, Page 307
Recorder Initials AGJ

MAINE STATE HOUSING AUTHORITY

EXTENDED LOW-INCOME HOUSING COMMITMENT AGREEMENT

This Extended Low-Income Housing Commitment Agreement (the "Agreement") is entered into by and between **Central Commons Housing Partners LP**, a Maine limited partnership with a place of business at and a mailing address of c/o Community Housing of Maine, Inc., One City Center, 4th Floor, Portland, Maine 04101, including its successors and assigns, (the "Developer") and **Maine State Housing Authority**, a public body corporate and politic and an instrumentality of the State of Maine with a place of business at and a mailing address of 353 Water Street, Augusta, Maine 04330-4633, its successors and assigns, ("MaineHousing"). Developer has entered into this Agreement as a condition precedent to the allocation of low-income housing tax credits by MaineHousing to the Developer.

WITNESSETH

WHEREAS, the Developer will construct a 29-unit senior residential rental project that will be operated as 55 or older housing, as more particularly described in Exhibit A attached hereto and made a part hereof (such real estate together with all improvements and fixtures located thereon hereinafter referred to as the "Project"); and

WHEREAS, the Project may now or hereafter be financed by one or more loans provided by MaineHousing to the Developer, the indebtedness of which shall be evidenced by one or more promissory notes secured by one or more mortgage and security agreements and other security instruments (collectively, the "Loan Documents"); and

WHEREAS, Section 42 of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated from time to time pursuant thereto (hereinafter referred to as the "Code") establishes the Low-Income Housing Tax Credit (hereinafter referred to as the "Credit"); and

WHEREAS, MaineHousing has been designated by 30-A M.R.S.A. §4741.14 as the housing credit agency for the State of Maine for the allocation of the Credit; and

WHEREAS, Developer has represented to MaineHousing in its Multifamily Housing Finance Application (the "Application") that Developer will rent at least 40% of the units in the Project to households whose income is at or below 60% of the area median gross income, adjusted for family size, as determined in accordance with Section 42 of the Code (hereinafter referred to as "Qualifying Tenants"); and

WHEREAS, Developer has represented to MaineHousing in the Application that it will impose additional rent restrictions or will covenant to maintain the rent and income restrictions required by the Code for an additional period of time; and

WHEREAS, the Code requires, as a condition precedent to the allocation of the Credit, that Developer execute, deliver and record in the appropriate registry of deeds for the county in which the Project is located this Agreement in order to create certain covenants running with the land for the purpose of enforcing the requirements of the Code and the restrictions found in Section 5 hereof by regulating and restricting the use and occupancy and transfer of the Project as set forth herein; and

WHEREAS, Developer, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project real estate for the term stated herein and binding upon all subsequent owners of the Project for such term and are not merely personal covenants of Developer.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and MaineHousing hereby agree as follows:

SECTION 1. DEFINITIONS.

All words and phrases used herein which are defined in Section 42 of the Code or by United States Department of the Treasury, Internal Revenue Service or United States Department of Housing and Urban Development regulations pertaining thereto shall have the same meanings in this Agreement.

SECTION 2. COVENANTS TO RUN WITH THE LAND.

- A. Upon execution and delivery by Developer, this Agreement and all amendments hereto shall be executed by MaineHousing and shall be recorded in the Registry of Deeds for the county in which the Project is located not later than the time of final allocation of the Credit. Developer shall pay all fees and charges incurred in connection with such recording. Developer agrees that MaineHousing will not issue any Internal Revenue Service Form 8609 evidencing allocation of the Credit unless and until MaineHousing has received satisfactory evidence of the recording of the executed original of the Agreement and all other conditions precedent to said issuance have been satisfied, as determined by MaineHousing.

- B. Developer intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project: (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, binding upon Developer's successors in title and all subsequent owners and operators of the Project; (ii) are not merely personal covenants of Developer; and (iii) shall bind Developer (and the benefits shall inure to MaineHousing and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Agreement. Developer hereby agrees that any and all requirements of the laws of the State of Maine to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land. For the longer of the period the Credit is claimed or the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or a portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or a portion thereof provides that such conveyance is subject to this Agreement.
- C. Developer covenants to obtain the consent and subordination as necessary of any prior recorded lienholder on the Project to this Agreement and such consent and subordination shall be a condition precedent to the issuance of any Internal Revenue Service Form 8609 evidencing allocation of the Credit.

SECTION 3. REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEVELOPER.

Developer hereby represents, covenants and warrants as follows:

- A. The Developer (i) is a Maine limited partnership duly organized under the laws of the State of Maine and is qualified to transact business under the laws of this State; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as contemplated by this Agreement and the Loan Documents; and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of Developer hereunder.

- B. The execution and performance of this Agreement by Developer (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or agency or other governmental body, (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- C. Developer will, at the time of execution and delivery of this Agreement, have a good and marketable fee simple estate in the premises constituting the Project, free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the Loan Documents and other encumbrances permitted by MaineHousing).
- D. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on its business substantially as now conducted and as contemplated by this Agreement and the Loan Documents or would materially adversely affect its financial condition.
- E. The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in Section 42 of the Code, the rental units of which will be rented or available for rental on a continuous basis to members of the general public. The Project consists of one or more proximate buildings or structures containing one or more similarly constructed units containing separate and complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and facilities which are functionally related and subordinated thereto. No actions will be taken by Developer which will in any way adversely affect the use of the Project therefor.
- F. During the term of this Agreement, all units subject to the Credit shall be leased and rent-restricted or made available to members of the general public who qualify as Qualifying Tenants (or otherwise qualify for occupancy of the such units) under the applicable election specified in Section 42(g) of the Code.
- G. Developer agrees to comply fully with applicable requirements of the Fair Housing Act as it may from time to time be amended. Developer further agrees that it shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

- H. During the term of the Agreement, Developer covenants, agrees and warrants that units occupied by Qualifying Tenants shall be of comparable quality to other units in the Project.
- I. During the term of this Agreement, Developer shall not terminate the tenancy or refuse to renew the lease of a low-income unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable federal, state and local law, or for other good cause, including the grounds set forth below if included in the lease. Developer shall serve the tenant with written notice specifying the grounds for the termination or refusal to renew tenancy at least thirty (30) days prior to terminating or not renewing the tenancy, except with respect to termination or nonrenewal for any of the following grounds, in which case Developer shall serve the tenant with written notice specifying the grounds for the termination or refusal to renew tenancy at least seven (7) days prior to terminating or not renewing the tenancy: (i) nonpayment of rent, for which the notice shall also include the amount of unpaid rent and the amount of any interest and charges as may be provided for in the tenant's lease and as otherwise allowed under 14 M.R.S.A §6028; (ii) the tenant, any member of the tenant's household or any guest of the tenant engages in any illegal drug-related activity, whether in the tenant's unit or any other location at the Project; (iii) the tenant, any member of the tenant's household or any guest of the tenant engages in any activity that threatens or adversely affects the health, safety, or quiet enjoyment of other residents of the Project or the health or safety of management staff or the resident service coordinator for the Project; or (iv) the tenant, any member of the tenant's household, or any guest of the tenant causes substantial damage to the tenant's unit or any other portion of the Project that the tenant has not repaired or caused to be repaired before the termination or nonrenewal notice is provided or causes the unit to become unfit for human habitation.

All notices shall be mailed first class mail, postage prepaid to the tenant's last known address or hand-delivered to the tenant's last known address and shall be deemed served when received by the tenant, which receipt shall be deemed to have occurred no later than 3 days after the Developer mails or hand-delivers the notice in accordance herewith.

- J. During the term of this Agreement, Developer shall not increase the gross rent with respect to the units in the Project that are subject to the Credit except as permitted under Section 42 of the Code. Developer shall provide written notice to a tenant before increasing the rent in accordance with applicable state and federal law (which as of the date of this Agreement is 45 days prior written notice pursuant to 14

M.R.S.A. §6015, subject to any increase in the notice period in any subsequent amendment thereof).

- K. Subject to the requirements of Section 42 of the Code and this Agreement, Developer may sell, transfer or exchange the entire Project at any time, but Developer shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Agreement and to the requirements of Section 42 of the Code. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any low-income portion of the Project. Developer agrees that MaineHousing may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement and the requirements of Section 42 of the Code.
- L. Developer agrees to notify MaineHousing in writing of any proposed sale, transfer or exchange of all or a portion of the Project. Developer further agrees that it is prohibited from disposing of any portion of any building, which is part of the Project, to any person unless all of such building is disposed of to such person.
- M. Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement unless required by law.
- N. Developer represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Developer will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement and the Loan Documents.
- O. Developer warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 4. SECTION 42 OCCUPANCY RESTRICTIONS.

Developer represents, warrants and covenants throughout the term of this Agreement and in order to satisfy the affordability requirements of Section 42 of the Code (the "Section 42 Occupancy Restrictions") that:

- A. At least 40% of the residential units (i.e., 12 units) in the Project shall be occupied by households with income at or below 60% of area median income and are rent-restricted, as defined in the Code.
- B. The determination of whether a tenant continues to be a Qualifying Tenant shall be made by the Developer at least annually on the basis of the tenant's current income.
- C. The applicable fraction for each building in the Project, as defined in Section 42(c)(1) of the Code, for each taxable year during the term of this Agreement shall be 100.0%.

SECTION 5. MAINEHOUSING RESTRICTIONS.

Developer acknowledges that Developer's receipt of Credit is based on certain representations and commitments made by the Developer in the Application (the "MaineHousing Restrictions"). In consideration thereof, Developer covenants, warrants and agrees as follows:

- A. The Project consists of Lot 3, located at 6 Beech Street in Stevens Commons in Hallowell, Maine, as shown on Subdivision Amendment Plan 2 of Stevens Commons dated May 28, 2019 and recorded in the Kennebec County Registry of Deeds in Plan Book 2019, Page 50, including the Central Building, containing 8 efficiency units, 21 one-bedroom units, and community space and laundry facilities for the residents, with 16 on-site parking spaces and 4 off-site accessible parking spaces and up to 9 additional parking spaces to be leased pursuant to a Parking Lease Agreement of even or near date herewith by and between the Developer as Tenant and SC – One LLC as Landlord. The Developer shall operate the Project as residential rental housing for persons who are 55 years of age or older.
- B. The Developer shall keep 13 units in the Project occupied by households with income at or below 50% of area median income and the remaining 16 units in the Project occupied by households with income at or below 60% of area median income.
- C. All of the units in the Project shall be rent-restricted as determined in accordance with Section 42 of the Code.
- D. The Developer shall make a resident service coordinator available to the residents of the Project and maintain funding for the resident service coordinator during the 15-

year tax credit compliance period. The resident service coordinator shall be on-site at least two times each week and at least 6 hours each week. The resident service coordinator shall meet with residents in a private setting to evaluate individual service needs and refer residents to appropriate services. The services of the resident service coordinator shall be free of charge to the residents.

- E. Regardless of any provision in this Agreement to the contrary, the Developer and its successors and assigns shall comply with the requirements set forth in Sections 5.A., 5.B and 5.C. for a period of 45 years, commencing with the date on which any building which is part of the Project is placed in service.

SECTION 6. TERM OF AGREEMENT.

- A. Except as hereinafter provided, Developer shall comply with this Agreement and the Section 42 Occupancy Restrictions specified herein commencing with the first date on which any building which is part of the Project is placed in service and ending on the date which is 15 years after the close of the tax credit compliance period.
- B. Notwithstanding subsection A. above, Developer shall comply with the requirements of Section 42 of the Code relating to the extended use period for 15 years after the close of the tax credit compliance period, provided, however that this extended use period for any building which is part of the Project shall terminate:
 - 1. On the date the Project is acquired by foreclosure or instrument in lieu of foreclosure provided the indebtedness secured by the Loan Documents is retired and provided that at no time subsequent to such event and during the period set forth in subsection A, above, Developer or a related person, as defined in the Code, obtains an ownership interest in the Project for federal tax purposes; or
 - 2. On the last day of the period for finding a buyer (not before the end of the compliance period) if Developer has properly requested that MaineHousing assist in procuring a qualified contract for the acquisition of the low-income portion of any building which is a part of the Project and MaineHousing is unable to present a qualified contract.
- C. Notwithstanding subsection B. above, the Section 42 rent requirements shall continue for a period of 3 years following the termination of the extended use requirement pursuant to the procedures specified in subsection B above. During such 3-year period, Developer shall not evict or terminate or fail to renew the tenancy of an existing tenant of any unit that is subject to the Credit other than for

good cause and shall not increase the gross rent with respect to such unit except as permitted under Section 42 of the Code.

- D. Notwithstanding anything to the contrary herein, this Agreement shall not terminate until the time period for compliance with the MaineHousing Restrictions reflected in Section 5.E. has expired.

SECTION 7. ENFORCEMENT OF OCCUPANCY RESTRICTIONS.

- A. Developer shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of MaineHousing to inspect any books and records of Developer regarding the Project with respect to the incomes of Qualifying Tenants which pertain to compliance with Section 42 and the MaineHousing Restrictions specified in this Agreement.
- B. Developer shall submit any other information, documents or certifications requested by MaineHousing which MaineHousing shall deem reasonably necessary to substantiate Developer's continuing compliance with the provisions of Section 42 and the MaineHousing Restrictions specified in this Agreement.
- C. Developer covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code or of this Agreement. Moreover, Developer covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of MaineHousing) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Internal Revenue Service, or the United States Department of Housing and Urban Development from time to time pertaining to Developer's obligations under Section 42 of the Code and affecting the Project.
- D. Developer covenants and agrees to do all things necessary to comply with the monitoring requirements of Section 42 of the Code and any regulations promulgated thereunder, including Chapter 16 of MaineHousing's rules, as they may be amended from time to time. These requirements may include recordkeeping, audits, annual certifications and the payment of fees for monitoring activities. In addition to notifying the Internal Revenue Service as required, MaineHousing may declare a default under this Agreement and apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement or any other remedies at law or in equity or any such other action as shall be necessary or desirable to correct non-compliance with this Agreement.

COMPLIANCE WITH THE REQUIREMENTS OF SECTION 42 OF THE CODE IS THE RESPONSIBILITY OF THE DEVELOPER. MAINEHOUSING'S OBLIGATION TO MONITOR FOR COMPLIANCE WITH THE REQUIREMENTS OF SECTION 42 OF THE CODE DOES NOT MAKE MAINEHOUSING LIABLE FOR ANY NONCOMPLIANCE BY DEVELOPER.

- E. Developer acknowledges that the primary purpose for requiring compliance by Developer with the restrictions provided in this Agreement is to assure compliance of the Project and Developer with Section 42 of the Code, AND BY REASON THEREOF, DEVELOPER, IN CONSIDERATION FOR RECEIVING THE CREDIT FOR THE PROJECT HEREBY AGREES AND CONSENTS THAT MAINEHOUSING AND ANY INDIVIDUAL WHO MEETS THE INCOME LIMITATION APPLICABLE UNDER SECTION 42 OF THE CODE (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY DEVELOPER OF THE OBLIGATIONS AND PROHIBITIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. DEVELOPER SHALL, BY ALL REASONABLE MEANS, MAKE THE BENEFICIARIES OF THIS AGREEMENT AWARE OF THEIR RIGHTS HEREUNDER. Developer hereby further specifically acknowledges that the beneficiaries of the obligations and prohibitions hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
- F. Developer hereby agrees that the representations and covenants set forth herein may be relied upon by MaineHousing and all persons interested in Project compliance under Section 42 of the Code.
- G. Notwithstanding anything herein to the contrary, the Developer's limited partner will have the right, but not the obligation, to cure a default under this Agreement within any applicable cure period.

SECTION 8. MISCELLANEOUS.

- A. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- B. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt

requested, or when sent by overnight United States mail or recognized overnight commercial delivery service to MaineHousing and the Developer at their respective addresses set forth above, with copies being sent to Housing New England, Fund I Limited Partnership, 120 Exchange Street, Suite 600, Portland, Maine 04101, contemporaneously therewith, or such other address as any of them may, by notice given hereunder, designate.

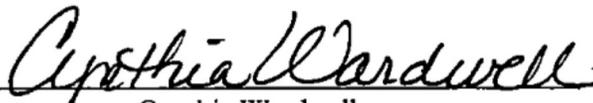
- C. Amendment. This Agreement may not be amended except in writing signed by both parties which clearly expresses the intention to amend this Agreement. Developer agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with the Code and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Credit.
- D. Governing Law. This Agreement shall be governed by the laws of the State of Maine and, where applicable, the laws of the United States of America including, without limitation, Section 42 of the Code.
- E. Survival of Obligations. The obligations of Developer as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.
- F. Recitals. The Recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.
- G. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the Loan Agreement by and between the Developer and MaineHousing of even date herewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the 11th day of June 2019.

MAINE STATE HOUSING AUTHORITY



Witness

By: 

Cynthia Wardwell
Its Multifamily Loan Officer

CENTRAL COMMONS HOUSING PARTNERS LP

**By: CHOM Development Corporation
Its General Partner**

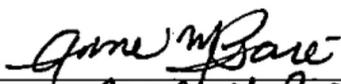
Witness

By: _____
Cullen Ryan
Its Executive Director

State of Maine
County of Cumberland

June 11, 2019

Personally appeared the above-named Cynthia Wardwell, Multifamily Loan Officer of Maine State Housing Authority, and acknowledged before me the foregoing to be her free act and deed in her said capacity and the free act and deed of Maine State Housing Authority.



Name: ANNE M. PARE
Notary Public/Maine Attorney-at-Law

State of Maine
County of Cumberland

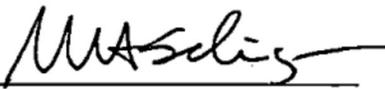
June 11, 2019

Personally appeared the above-named Cullen Ryan, Executive Director of CHOM Development Corporation, General Partner of Central Commons Housing Partners LP, and acknowledged before me the foregoing to be his free act and deed in his said capacity, the free act and deed of CHOM Development Corporation in its said capacity, and the free act and deed of Central Commons Housing Partners LP.

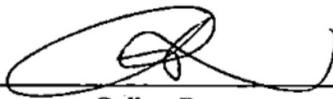
Name:
Notary Public/Maine Attorney-at-Law

CENTRAL COMMONS HOUSING PARTNERS LP

**By: CHOM Development Corporation
Its General Partner**



Witness

By: 

Cullen Ryan
Its Executive Director

State of Maine
County of Cumberland

June 11, 2019

Personally appeared the above-named Cynthia Wardwell, Multifamily Loan Officer of Maine State Housing Authority, and acknowledged before me the foregoing to be her free act and deed in her said capacity and the free act and deed of Maine State Housing Authority.

Name:
Notary Public/Maine Attorney-at-Law

State of Maine
County of Cumberland

June 11, 2019

Personally appeared the above-named Cullen Ryan, Executive Director of CHOM Development Corporation, General Partner of Central Commons Housing Partners LP, and acknowledged before me the foregoing to be his free act and deed in his said capacity, the free act and deed of CHOM Development Corporation in its said capacity, and the free act and deed of Central Commons Housing Partners LP.



Name: MAURICE A. PELINGER III
Notary ~~Public~~/Maine Attorney-at-Law

EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the southeasterly side of Beech Street in the City of Hallowell, County of Kennebec and State of Maine, being Lot 3 as shown on the Subdivision Amendment Plan 2 of Stevens Commons, dated May 28, 2019, prepared by Landmark Corporation Surveyors & Engineers and recorded at the Kennebec County Registry of Deeds in Plan Book 2019, Page 50 (the "Plan"). Said Lot 3 is more particularly bounded and described as follows:

Beginning at a 5/8-inch rebar with "Landmark Corp" ID cap set in the southeasterly line of Beech Street at the northerly corner of Lot 2 as shown on the Plan;

Thence North $41^{\circ} 10' 10''$ East along the southeasterly line of Beech Street a distance of 235.41 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set at a point of curvature;

Thence along the southeasterly line of Beech Street following a curve concave to the northwest with a radius of 1,827.00 feet and a delta angle of $01^{\circ} 40' 30''$, an arc distance of 53.41 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set at remaining land of SC-ONE LLC;

Thence South $58^{\circ} 18' 02''$ East along remaining land of SC-ONE LLC a distance of 152.63 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set;

Thence South $31^{\circ} 00' 00''$ West along remaining land of SC-ONE LLC a distance of 200.51 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set at the easterly corner of Lot 4 as shown on the Plan;

Thence North $58^{\circ} 26' 30''$ West along said Lot 4 a distance of 90.23 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set at the northerly corner of Lot 4;

Thence South $31^{\circ} 44' 03''$ West along said Lot 4 a distance of 70.73 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set;

Thence South $23^{\circ} 37' 32''$ West along said Lot 4 a distance of 13.69 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set in the northeasterly line of said Lot 2;

Thence North $58^{\circ} 18' 02''$ West along said Lot 2 a distance of 113.48 feet to the point of beginning; containing 0.99 acres or 42,911 square feet.

Meaning and intending to convey a portion of the premises described in the deed from Mastway Development LLC to SC-ONE LLC, dated September 11, 2018, recorded in Kennebec County Registry of Deeds in Book 13052, Page 35.

LOT 2 ACCESS EASEMENT: Also hereby conveying a perpetual easement appurtenant to the above-described premises, in common with SC-ONE LLC and Mastway Development LLC, their successors and assigns, for egress only by foot or vehicle over that certain lot or parcel of land situated on the easterly side of Beech Street in said Hallowell bounded and described as follows:

Beginning at a 5/8-inch rebar with "Landmark Corp" ID cap set in the easterly line of Beech Street and in the westerly line of Lot 2 as shown on the Plan, said rebar situated 91 feet, more or less, southwesterly of a 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at the common corner between Lot 2 and Lot 3 as shown on the Plan;

Thence North $88^{\circ} 45' 25''$ East through Lot 2 as shown on the Plan a distance of 43.02 feet to a point;

Thence South $87^{\circ} 32' 22''$ East through said Lot 2 a distance of 47.54 feet to a point;

Thence North 77° 05' 30" East through said Lot 2 a distance of 23.94 feet to a point;

Thence North 65° 28' 15" East through said Lot 2 a distance of 18.66 feet to a point;

Thence North 44° 21' 13" East through said Lot 2 a distance of 12.11 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set at the westerly corner of Lot 4 as shown on the Plan;

Thence South 58° 18' 02" East along the southwesterly line of said Lot 4 a distance of 22.13 feet to a point;

Thence South 55° 06' 11" West through said Lot 2 a distance of 46.29 feet to a point;

Thence North 86° 40' 57" West through said Lot 2 a distance of 59.46 feet to a point;

Thence South 89° 57' 49" West through said Lot 2 a distance of 63.45 feet to a point in the easterly line of Beech Street;

Thence North 10° 43' 31" East along the easterly line of Beech Street a distance of 14.32 feet to the point of beginning.

This conveyance is subject to the provisions on relocation set forth in the easement conveyed from Mastway Development LLC to SC-ONE LLC, dated June 7, 2019, recorded in Kennebec County Registry of Deeds in Book 13231, Page 212.

LOT 4 ACCESS EASEMENT: Also hereby conveying a perpetual easement appurtenant to the above-described premises, in common with SC-ONE LLC, its successors and assigns, for egress only by foot or vehicle over a portion of the land of SC-ONE LLC described in the deed recorded in said Registry in Book 13052, Page 35, said portion being bounded and described as follows:

Beginning at a 5/8-inch rebar with "Landmark Corp" ID cap set at the most westerly corner of Lot 4 as shown on the Plan;

Thence North 23° 37' 32" East along the line of Lot 3 as shown on the Plan a distance of 13.69 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set;

Thence North 31° 44' 03" East along said Lot 3 a distance of 70.73 feet to a 5/8-inch rebar with "Landmark Corp" ID cap set;

Thence South 58° 26' 30" East along said Lot 3 a distance of 23.81 feet to a point;

Thence South 31° 33' 30" West through said Lot 4 a distance of 84.34 feet to a point in the northeasterly line of Lot 2 as shown on the Plan;

Thence North 58° 18' 02" West along the northeasterly line of said Lot 2 a distance of 22.13 feet to the point of beginning.

RETAINED LAND ACCESS EASEMENT: Also hereby conveying a perpetual easement appurtenant to the above-described premises, in common with SC-ONE LLC, its successors and assigns, for all purposes of a right of way including, without limitation, ingress and egress by foot or vehicle and for the installation, maintenance, repair and replacement of all utilities over a portion of the land of SC-ONE LLC described in the deed recorded in said Registry in Book 13052, Page 35, said portion being bounded and described as follows:

Beginning at a point in the easterly line of Beech Street which is situated 68.78 feet northerly of a 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at the most northerly corner of Lot 3 as shown on the Plan;

Thence along the easterly line of Beech Street, following a curve concave to the northwest with a radius of 1,827.00 feet and a delta angle of 00° 45' 25", an arc distance of 24.14 feet to a point;

Thence South 49° 15' 54" East through land of SC-ONE LLC a distance of 50.05 feet to a point;

Thence South 40° 44' 06" West through land of SC-ONE LLC a distance of 85.54 feet to a point on the northeasterly line of said Lot 3;

Thence North 58° 18' 02" West along the northeasterly line of said Lot 3 a distance of 24.30 feet to a point;

Thence North 40° 44' 06" East through land of SC-ONE LLC a distance of 65.27 feet to a point;

Thence North 49° 15' 54" West through land of SC-ONE LLC a distance of 24.46 feet to the point of beginning.

LOT 2 FOUNDATION DRAIN EASEMENT: Also hereby conveying a perpetual easement appurtenant to the above-described premises for the use, replacement, repair, maintenance, inspection, excavation and cleaning of, and access to, an underground foundation drain located on the parcel of land situated on the easterly side of Beech Street in said Hallowell, bounded and described as follows:

Beginning at a 5/8-inch rebar with "Landmark Corp" ID cap set in the easterly line of Beech Street and in the westerly line of Lot 2 as shown on the Plan, said rebar situated 91 feet, more or less, southwesterly of a 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at the common corner between Lot 2 and Lot 3 as shown on the Plan;

Thence along the easterly line of Beech Street following a curve concave to the east with a radius of 150.00 feet and a delta angle of 04° 30' 14", an arc distance of 11.79 feet to a point;

Thence North 46° 49' 09" East through said Lot 2 a distance of 82.44 feet to a point in the southwesterly line of said Lot 3, said point is situated South 58° 18' 02" East a distance of 23.55 feet from the 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at the common corner between said Lot 2 and said Lot 3;

Thence South 58° 18' 02" East along the southwesterly line of said Lot 3 a distance of 15.54 feet to a point;

Thence South 46° 49' 09" West through said Lot 2 a distance of 107.85 feet to a point in the easterly line of Beech Street;

Thence North 10° 43' 31" East along the easterly line of Beech Street a distance of 14.32 feet to the point of beginning.

This easement allows Central Commons Housing Partners LP, its successors and assigns, the right to use, repair, replace, access and maintain the foundation drain. Central Commons Housing Partners LP, its successors and assigns, will be responsible for surface restoration as a result of the work and/or repair, replacement and/or maintenance of said drain.

Meaning and intending to convey the Foundation Drain Easement conveyed from Mastway Development LLC to SC-ONE LLC, dated June 7, 2019, recorded in Kennebec County Registry of Deeds in Book 13231, Page 212.

SEWER LINE EASEMENTS: Also hereby conveying the sewer line easements conveyed to SC ONE LLC by Harold James, Inc. and Regional School Unit 2 by instruments recorded in said Registry in Book 13203, Pages 123 and 129.

The above-described premises are conveyed subject to the sewer line easements conveyed to the City of Hallowell by instrument recorded in said Registry in Book 13203, Page 135 and the Fiber Optic Line Easement conveyed to Mastway Development LLC by SC-ONE LLC by instrument dated June 7, 2019, recorded in said Registry in Book 13231, Page 210.

RETAINED ACCESS EASEMENT: Excepting and reserving to SC-ONE LLC, its successors and assigns, for the benefit of its remaining land, a perpetual easement, in common with Central Commons Housing Partners LP and its

successors and assigns, for all purposes of a right of way including, without limitation, ingress and egress by foot or vehicle and for the installation, maintenance, repair and replacement of all utilities over the portion of the above-described premises situated on the easterly side of Beech Street, being more particularly bounded and described as follows:

Beginning at a point in the easterly line of Beech Street and in the westerly line of Lot 3 as shown on the Plan, said point situated South 41° 10' 10" West a distance of 16.57 feet from a 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at a point of curvature in the street line;

Thence South 56° 52' 01" East through said Lot 3 a distance of 21.62 feet to a point;

Thence North 40° 44' 06" East through said Lot 3 a distance of 70.56 feet to a point in the southwesterly line of the parcel shown on the Plan as "retained land of SC-ONE LLC", said point situated South 58° 18' 02" East a distance of 21.95 feet from a 5/8-inch rebar with "Landmark Corp" ID cap set in said street line at the most northerly corner of said Lot 3;

Thence South 58° 18' 02" East along the southwesterly line of said retained land of SC-ONE LLC a distance of 24.30 feet to a point;

Thence South 40° 44' 06" West through said Lot 3 a distance of 95.38 feet to a point;

Thence North 56° 52' 01" West through said Lot 3 a distance of 46.01 feet to a point in the easterly line of Beech Street;

Thence North 41° 10' 10" East along the easterly line of Beech Street a distance of 24.24 feet to the point of beginning.

SC-ONE LLC, its successors and assigns, and Central Commons Housing Partners LP, its successors and assigns, agree to preserve the Lot 4 Access Easement, the Retained Land Access Easement and the Retained Access Easement described above (the "Access Easements") and to not obstruct or otherwise interfere with the use of the Access Easements by other parties having the right to such easements.

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.

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.

TOGETHER WITH leasehold rights in four (4) parking spaces more particularly described in a Memorandum of Lease by and between SC-ONE LLC and Central Commons Housing Partners LP dated and recorded contemporaneously herewith.