

CITY OF PORTLAND
Workforce Rental Housing Agreement

This Workforce Rental Housing Agreement (the "Affordability Agreement") is entered into by and among the CITY OF PORTLAND, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City"), LUMINATO CONDOMINIUM, LLC, a Maine Limited Liability Company with a mailing address of 118 Congress, #401, Portland, Maine, 04101. ("Developer") and COMMUNITY HOUSING OF MAINE, INC., a not for profit corporation with a mailing address of One City Center, Fourth Floor, Portland, Maine 04101 ("CHOM").

WITNESSETH

WHEREAS, the City has established a workforce housing requirement (the "Workforce Housing Ordinance") in the Affordable Housing provisions of its Land Use Ordinance (Portland City Code §§ 14-484 to 488), and related regulations promulgated by the City's Planning Board, which is intended to encourage production of housing that is affordable for households with moderate income; and

WHEREAS, the Developer plans to construct a multi-family development project consisting of 24 home ownership units on certain property located at 167 Newbury Street, Portland, Maine 04101 (the "Development") which property is more particularly described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, on March 22, 2016, the City's Planning Board approved the Development, on the condition that the Developer enter into an affordable housing agreement with the City to satisfy the provisions of the Workforce Housing Ordinance by providing two (2) affordable rental units with a combined total of four (4) bedrooms on site; and

WHEREAS, Developer is complying with the provisions of the Workforce Housing Ordinance by transferring ownership of an existing 3-unit apartment building to CHOM and CHOM is taking ownership of such building and entering into a 99 year ground lease with Developer as to the land on which such building is located (such building and CHOM's leasehold interest in the underlying land, collectively the "42 Hampshire Street Property," which property is more particularly described in Exhibit B attached hereto and made a part hereof) subject to Developer's obligations under the Affordability Agreement such that two of the units in the 42 Hampshire Street Property shall be Workforce Units as defined under the Workforce Housing Ordinance (the "Hampshire Street Workforce Units"); and

WHEREAS, in order to fulfill the provisions of the Workforce Housing Ordinance, Developer and CHOM hereby agree to certain restrictions on the rental amounts to be charged to tenants at the Hampshire Street Workforce Units on the terms and conditions hereinafter provided and in accordance with Maine law, including 33 M.R.S.A. Sec. 121 *et seq.*;

WHEREAS, the City, the Developer, and CHOM agree that this Affordability Agreement, and CHOM's administration and enforcement of it on behalf of the Developer, all as set forth

herein, satisfies the Developer's obligations contained in the Workforce Housing Ordinance;

NOW THEREFORE, in consideration of the mutual undertakings set forth herein, the City, the Developer, and CHOM hereby agree as follows:

1. **Parties' Intent.** The terms and conditions contained herein have been freely and voluntarily accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Developer and the City set forth herein to create and preserve access to decent and affordable housing for moderate-income people in the City of Portland. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the affordability of the Hampshire Street Workforce Units to moderate income families who, without such provisions, would be unable to afford to rent property in the City similar to the Hampshire Street Workforce Units.
2. **Term.** The term of this Affordability Agreement shall begin on the date that it is recorded in the Cumberland County Registry of Deeds (the "Effective Date"), and ending on the date that is 99 years from the Effective Date.
3. **Enforceability of Covenants.** The covenants and restrictions set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary. The covenants set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer and shall survive a foreclosure or transfer of title in lieu of foreclosure but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
4. **Covenants.** Developer and CHOM hereby covenant and represent to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of 24 units of home ownership housing, and related amenities. The Hampshire Street Workforce Units shall be owned and operated by CHOM and shall include two (2) two-bedroom units of rental housing in the Hampshire Street Property and shall be of comparable quality and have comparable amenities to those units in the Development. The Hampshire Street Workforce Units may float among the total units comprising the 42 Hampshire Street Property. Developer shall not make any change in the nature, size, number or location of the units in the Development and the amenities in the units if such changes would change Developer's obligations under the Workforce Housing Ordinance unless CHOM makes corresponding changes to the Hampshire Street Workforce Units so as to remain in compliance with the Affordability Agreement.

- b. **Use.** CHOM shall rent a Hampshire Street Workforce Unit only to an Eligible Household, as that term is defined herein. Any purported lease, transfer or other disposition of a Hampshire Street Workforce Unit to any other person or entity done without following the procedures set forth below, or in violation of the rent limitations set forth below, shall constitute a default under this Agreement.. For purposes hereof, the parties agree that the term “**Eligible Household**” means a moderate income person or household with a gross income not exceeding 100% of the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size, as published by the US Department of Housing and Urban Development at the time of the lease signing. If at a time in the future HUD no longer provides these annual figures, the City will identify another similar method for determining income guidelines for affordability.
- c. **Interior Standards for Hampshire Street Workforce Units.** The design, quality, and materials of Hampshire Street Workforce Unit interiors need not be the same as market rate units, but the Hampshire Street Workforce Units shall include at least the following amenities:
- i. Kitchen
 1. Refrigerator
 2. Stove or separate cook top and oven
 3. Sink
 4. Cabinets
 5. Range Hood
 6. Washer Dryer in the building
 7. Countertop: Minimum Counter Space not including sink and stove
 - a. Studio – 4 linear feet
 - b. 1Bedroom – 6 linear feet
 - c. 2Bedrooms – 8 linear feet
 - d. 3Bedrooms – 10 linear feet
 - ii. Bathroom
 1. Sink
 2. Shower
 3. Toilet
 4. Shower Curtain Rod or Shower Door
 5. Medicine Cabinet with Mirror or other storage space with a separate mirror
 - iii. Flooring - All living space and storage areas shall have a finished floor. The Hampshire Street Workforce Units should have the same or comparable floor finishes to the market rate units. However, in order to promote respiratory health, living and dining areas and at least one bedroom should have a surface other than carpet.
 - iv. Closets
 1. All units shall have reasonable storage (including common space storage if provided in the other buildings comprising the Development).
 2. All bedrooms shall have at least one closet including at least one closet

- for a studio.
3. All closets shall have a shelf and pole.

d. Marketing. In each instance that CHOM intends to rent a Hampshire Street Workforce Unit, CHOM shall give the City written notice of such intent (the "Notice of Intent") addressed to the City's Housing and Community Development Office at or prior to listing the property for rent. When listing a Hampshire Street Workforce Unit for rent, unless otherwise agreed to by the City, the following system will be followed. CHOM will place an advertisement online (i.e. craigslist, socialserve.com). Vacancies will also be included in the CHOM's monthly vacancy report which is sent out via email to over 1,000 social service representatives throughout the state. Print advertising will only be used when necessary. Interested parties will request and return a preliminary application to the CHOM. The City shall also have the opportunity to list the property on its website during the marketing process to solicit interest from potential Eligible Households. The City will forward any inquiries to the CHOM or its designated representative. Vacancies will be advertised until an Eligible Household has been approved by CHOM. A failure strictly to follow the provisions in this Section shall not be grounds for the City to declare a default under the Affordability Agreement.

e. Eligible Household; Income. For the term of the Affordability Agreement, and in accordance with the City's Inclusionary Zoning Implementation Regulations and Guidelines for Workforce Rental Units (the "Regulations"), at the time a lease for a Hampshire Street Workforce Unit is signed, a tenant must be an Eligible Household meaning that a tenant's household income must be at or below 100% of the Area Median Income (AMI). The City determines eligibility based on a household's adjusted gross income using a process similar to what HUD recommends for its HOME program or another method deemed reasonable by the City. CHOM will collect and compile all of the relevant documents and information needed to assess whether a household is an Eligible Household and provide it to the City for the City's final approval, such approval not to be unreasonably withheld, delayed, or conditioned. Such documents and information shall include customary evidence of household size, income and assets, and any other documents requested by the City or CHOM to aid in their efforts to verify whether a household is an Eligible Household. The City may request that CHOM obtain and provide additional information in order for the City to determine whether a household is an Eligible Household. The City shall make the final determination as to whether or not a household meets the income or size requirements of each Workforce Unit prior to the signing of the lease, promptly and without undue delay.

The City reserves the right to perform an asset test to help determine a household's income. The City may request documentation for three of the most recent years to help determine a household's income.

Eligible Households may not qualify if, at the time of application, any member of the household owns residential real estate.

No employee, agent, stockholder, member, manager, officer, director, or servant of CHOM, and no family member thereof (related by blood, marriage, or operation of law), and no employee, agent, stockholder, member, manager, officer, director, or servant of any of

CHOM's management companies, and no family member thereof (related either by blood, marriage, or operation of law) may qualify for a Hampshire Street Workforce Unit or receive any benefit related in any way to this Affordability Agreement. Employees of the City's Planning Authority will not be eligible for a Hampshire Street Workforce Unit.

f. (Intentionally Deleted).

g. Maintenance of a Waiting List. CHOM is encouraged to maintain a waiting list of Eligible Households by preferred status who have filed an application or a letter and who meet the qualifications defined herein. It is the responsibility of the applicant to update information, which will affect their income, status as an Eligible Household, or preferred status, and that it is not the responsibility of CHOM to verify actual status until a unit becomes available.

h. Determination of Affordable Monthly Rent; Security Deposits. For the term of the Affordability Agreement, in accordance with Division 30 of Chapter 14 of the City's Code of Ordinances, rental of Workforce Units will be restricted to Eligible Households. To maintain consistency of Workforce Units within the City, rents will be based on the minimum household size per bedroom rather than the income level of a particular applicant. For example, the minimum household size for a two-bedroom Workforce Unit is two (2) persons. The income of a two (2) person household at 100% of AMI will be used to calculate the maximum allowable monthly rent, but a family of four (4) would still be eligible to live in the unit assuming they meet the income restrictions for a four (4) person household. To calculate the maximum allowable rent of a Hampshire Street Workforce Unit the City will take 30% gross income per month of the minimum household size allowed per bedroom less utilities as follows:

$$0.30 \times (\text{annual income based on minimum household size} / 12) \text{ less utilities} = \text{Workforce Rent}$$

To determine the maximum allowable rent for studio Hampshire Street Workforce Units the City will calculate 85% of the allowable housing related expenses for an Eligible Household using the following formula:

$$0.30 \times ((\text{annual income based on minimum household size} / 12) \times 0.85) \text{ less utilities} = \text{Workforce Studio Rent}$$

CHOM may choose to include some or all utilities within the total rent. Utilities that effect rent calculations include electricity, heat, hot water, cooking energy, sewer, water, and trash collection. For all utilities listed that are not included by the CHOM in the rent the City shall make reasonable assumptions based on a unit's bedroom count as to the monthly cost of each utility. To determine what is reasonable, the City may utilize the figures estimated by HUD and distributed through the Portland Housing Authority annually for similar utility allowances based on a unit's bedroom count. The City shall reserve the right to determine a different metric should the HUD figures be unavailable or a better metric be determined.

CHOM may request first and last month's rent and a security deposit from applicants. Each of these three expenses shall not exceed the value of one month of rent and together shall not exceed three months of rent.

Households may choose to pay for on-site parking, if on-site parking is made available, but shall not be required to pay separately for this amenity. If the CHOM requires a parking spot(s) be leased with the Workforce Unit and charges a separate fee, then parking may be counted similarly to the utilities above and shall be subtracted from housing related expenses for calculating the maximum allowable rent. Nothing herein shall require CHOM to make on-site parking available to Households.

CHOM may not rent to a household utilizing rental subsidies such as vouchers without the City's prior written approval, and never shall the total rent paid be in excess of the maximum allowable Workforce Unit rent for a determined bedroom size.

The maximum allowable rent determination is subject to City's final approval, which shall be granted or denied promptly upon request. **i. Unit Size.** Household size/composition at the time that a lease for a Hampshire Street Workforce Unit is signed should be consistent with the schedules set forth below.

The schedule below indicates the minimum household size for each unit type based on bedroom count:

Minimum Household Size By Bedroom

Studio/One-Bed:	1
Two-Bed:	2
Three-Bed:	3
Four-Bed:	4

Hampshire Street Workforce Units are also subject to maximum household sizes based on bedroom counts. The schedule below indicates the maximum number of persons allowable per bedroom assuming the occupants meet all other requirements related to qualifications for determining a household size:

Maximum Household Size By Bedroom

Studio/One-Bed:	2
Two-Bed:	4
Three-Bed:	6
Four-Bed:	8

If CHOM finds it difficult to rent a Hampshire Street Workforce Unit to an Eligible Household that meets the established minimum size requirements, CHOM may request that the City allow CHOM to rent the unit in this singular instance to an Eligible Household smaller than the minimum household size described herein. CHOM must make reasonable marketing efforts, as determined by the City, to find Eligible Households of a qualified size for at least 30 days prior to requesting a household minimum size waiver. Any such waiver

is only for a single applicant and that household's recertification. Rent shall be calculated based on the smaller household size. Once the Hampshire Street Workforce Unit is again vacant, the minimum household sizes set forth herein shall apply to future tenants. Under no circumstances will households be allowed to exceed the maximum household size.

j. Hampshire Street Workforce Unit Leases. All leases for Hampshire Street Workforce Units shall be a year in length with the rent consistent throughout the term of the lease. The maximum rent allowable will be determined as set forth above at initial application and during any recertification process prior to the renewal of a lease, as set forth below. As a condition of continued eligibility for a Workforce Unit, the leases shall also include a requirement that the household report all information required by the Regulations, including providing copies of applications, recertifications, and supporting documentation used by administrators of rental subsidies and the City. Eligible Households renting Hampshire Street Workforce Units must be recertified annually. CHOM shall take reasonable commercial measures to enforce leases for Hampshire Street Workforce Units.

CHOM shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Hampshire Street Workforce Unit. CHOM covenants and agrees to take such commercially reasonable action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the CHOM to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law; provided, however, that CHOM shall not be deemed to be in default under this Agreement if any such action is determined by a court of law to violate any other law.

k. Recertification of Workforce Units. Prior to the renewal of a Hampshire Street Workforce Unit's lease, and not more than one per year, CHOM shall require that the tenant recertify that their household meets the eligibility and household size requirements for the unit. The same process and documentation will occur as was required with the initial application to lease the Unit. As with the initial application process set forth herein, CHOM or its representative shall collect and compile the necessary recertification documentation and information and provide it to the City, and the City shall have the right of final approval, to be provided within 10 days of receipt of all recertification materials.

A household is considered to have failed to participate in the recertification process after not sufficiently responding to three written requests for information and documents by CHOM or City within a 60-day period.

l. Loss of Workforce Unit Status. A unit shall lose its designation as a Hampshire Street Workforce Unit when two consecutive annual recertifications demonstrate that a once Eligible Household's income is greater than that allowed under Section 4 b. above and is no longer considered an Eligible Household. If a unit is no longer a Hampshire Street Workforce Unit as set forth in the previous sentence, CHOM may, with 90 days' notice to the tenant (which notice may be contained in the lease), charge Market Rent for the unit. The tenant is then eligible for continued occupancy in the particular unit for one additional year following the date of the most recent recertification, at a market rate rent. After any adjustment in

accordance with the above, the next available appropriate unit that will substitute for the former Hampshire Street Workforce Unit shall be rented to an Eligible Household, so as to restore and maintain the number, unit size, and bedroom count of Workforce Units originally intended under this Affordability Agreement.

If no suitable unit becomes available to rent as a Hampshire Street Workforce Unit within a year of the time the former Eligible Household begins paying market rent, then CHOM shall not renew or extend the former Eligible Household's lease and shall make the unit available as a Workforce Unit for Eligible Households. CHOM shall cooperate with the City and provide the City with any documentation that it deems reasonably necessary to approve the substitute Hampshire Street Workforce Unit. The City acknowledges that such unit will not actually be available to rent until the tenant has vacated the unit.

In the case where the tenant has been accepted as a market rate tenant, the CHOM shall pay to the City's Housing Trust the cash value of the difference between the maximum allowable Workforce rent and the market rent until such time as another unit has been approved by the City as an acceptable substitute Workforce Unit and occupied by an Eligible Household. Occupancy during this transition period by an over-income household will not constitute default under the conditions set forth in this Agreement so long as CHOM is making such payments to the City's Housing Trust.

m. Primary Residence. An Eligible Household shall occupy the Hampshire Street Workforce Unit as its primary residence. An Eligible Household may not sublet the apartment for any reason. An Eligible Household must notify the City if it is absent from the Workforce Unit for 30 days in any 45-day period. If the Eligible Household is absent from the Workforce Unit for a period exceeding 60 days in one consecutive 365 day period for reasons other than work obligations, health, or emergency reasons, then, subject to applicable law, the Household's eligibility will be terminated (in the City's reasonable discretion) and their lease term shall not be renewed or extended. Where absences in excess of the above limitations are caused by work obligations, health reasons or other emergency, the City may require verification of the reasons for the tenants' absence. If tenants fail to comply with such requests for verification, their lease shall not be renewed or extended. Incarceration does not constitute a health or other emergency justifying prolonged absence from the Hampshire Street Workforce Unit.

n. Developer and CHOM shall comply with all applicable federal and state laws, rules, ordinances, and regulations in performing their obligations under this Agreement.

o. Deemed Approval. In any instance where the City's prior approval is required under this Section 4, such approval shall be deemed to be granted if the City has not responded within ten (10) days of CHOM's request for such approval. Such deemed approval shall not otherwise constitute a waiver of the City's other rights under this Agreement. Provided, however, that in the event that the City requests from CHOM additional information reasonably necessary for any required approval during such 10 day period, such 10 day period shall be tolled until the City receives the requested information.

5. **Construction and Duration.** The covenants contained herein shall run with the land for the term of the Affordability Agreement. CHOM and the Developer each covenants and agrees for itself and its successors and assigns that the rights and restrictions contained herein shall be for the benefit of the City, its successors and assigns, and shall be binding on all future purchasers of the 42 Hampshire Street Property. Developer and the City agree and intend that this Agreement and the covenants contained herein are to be interpreted as “Affordable Housing Covenants” as defined by 33 M.R.S.A. Sec. 121 and satisfy the Workforce Housing Ordinance.
6. **Records; Annual Report.** CHOM shall maintain and keep current all books, documents, plans and records concerning the Hampshire Street Workforce Units, including, but not limited to, books and records related to compliance with the covenants contained in this Affordability Agreement. CHOM shall provide copies of these records to the City within ten (10) business days if requested. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the term of any Eligible Household’s lease. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development. CHOM will file an annual report to the City within 60 days of the end of each calendar year providing information related to Workforce Unit vacancies, waitlists, household turnover, household size, household income, market rate rents, recertifications, and any other relevant information the City requests.
7. **Violation.** CHOM shall promptly notify the City if CHOM anticipates or discovers any noncompliance with any restriction or covenant in the Affordability Agreement, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of the Affordability Agreement. CHOM agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in the Affordability Agreement. In the event CHOM fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the Affordability Agreement and applicable law, maintain an action in law or in equity against CHOM or the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys’ fees and costs, and to require CHOM (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein. CHOM shall not be deemed in default under this Agreement if (i) the City fails within ten business days after written notification to make any determination it has reserved the right to make under this Agreement, provided that CHOM has provided all information requested by the City in a form satisfactory to the City, or (ii) the City makes any such determination which is later established to be erroneous.
8. **Indemnification.** CHOM shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney’s fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the CHOM’s breach of any of its obligations under the Affordability Agreement or any action taken by the City to enforce or exercise its rights under the Affordability Agreement as a result of such breach, except for claims arising from the gross

negligence or willful acts of the City or for claims arising from CHOM's applying a provision of the Affordability Agreement that is subsequently deemed unlawful by a court of law. The obligations under this section shall survive the termination or expiration of this Agreement as necessary to effectuate its provisions.

9. **Modifications.** The Affordability Agreement may be amended or modified, in whole or in part, only by written agreement of Developer, CHOM and the City clearly expressing the intent to modify the Affordability Agreement.
10. **Severability.** The validity of any clause, part or provision of the Affordability Agreement shall not affect the validity of the remaining portions thereof.
11. **Successors and Assigns.** The Affordability Agreement shall be binding upon Developer's and CHOM's respective successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns. Developer shall reference this Affordability Agreement in its recorded Declaration of Condominium which shall be referenced in any deed or conveyance document that conveys all or part of the Development, and in Developer's ground lease with CHOM and any conveyance documents for the 42 Hampshire Street Property.
12. **Governing Law.** The Affordability Agreement shall be construed in accordance with and governed by the laws of the State of Maine.
13. **Additional Documents.** The Developer and CHOM shall execute such other documents the City reasonably deems necessary in order to effectuate the intent and purpose of this Agreement and the intent and purpose of the City's Workforce Housing Ordinance.
14. **Substitution of Hampshire Street Workforce Units.** During the term of this Agreement, and subject to the City's prior written approval, CHOM may provide Workforce Units that meet the requirements of the Affordability Agreement at a location other than the 42 Hampshire Street Property so long as the units are relocated within the same census block or within 1500 feet of 42 Hampshire Street. The substituted units will be reserved as rentals for Eligible Households and will provide a minimum of two Workforce Units and a minimum of four total bedrooms. The Substitute units will be of similar size and quality as the existing Hampshire Street units or better. The substitute units shall not be used to satisfy the inclusionary zoning requirements of another project. The substitute units shall be previously existing market rate units or newly created units that otherwise would not have associated income restriction requirements or be utilizing financial subsidies intended to promote affordability. The substitute units shall be required to conform with the Regulations as written at the time of their application for substitution. The Workforce Units at Hampshire Street will remain in use by Eligible Households until the substitute units are available for occupancy.

Upon so doing, this Affordability Agreement would restrict those substitution units and would cease to restrict the Hampshire Street Workforce Units. Upon such a substitution of Workforce Units, the City shall, upon request, record in the Cumberland County Registry of Deeds a release or other instrument releasing the 42 Hampshire Street Property from the

Affordability Agreement, and CHOM and shall execute any necessary documents in recordable form to ensure that this Agreement applies to the substitution units.

15. **Notices.** Any notice or demand required or provided for in the Affordability Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to CHOM or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided.
16. **Suspension During Legal Action.** If any party shall bring any legal action against CHOM alleging that any action taken by CHOM in compliance with this Agreement violates any such party's rights, then CHOM shall have the right to suspend its compliance with this Agreement until such legal action has been finally adjudicated and all appeal periods applicable to such action have expired. If the judgement in such legal action invalidates one or more provisions of this Agreement, CHOM shall be excused from complying with such invalidated provisions, subject to the severability provision set forth in Section 10 above.

IN WITNESS WHEREOF, the Affordability Agreement has been duly executed by the Developer, CHOM, and City as of August 2, 2016.

CITY OF PORTLAND

Sonia Bean
Witness

By: J.P. JP
Jon P. Jennings
Its City Manager

LUMINATO CONDOMINIUM, LLC

[Signature]
Witness

By: S.P. Newell
Name: S.P. NEWELL
Its: Manager

COMMUNITY HOUSING OF MAINE

[Signature]
Witness

By: Erin Cooper
Name: Erin Cooper
Its: Development Director

State of Maine
Cumberland, ss.

Aug. 2, 2016

Personally appeared the above named S.P. Newell, Manager of Luminato Condominium LLC, a Maine limited liability company, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,


Notary Public/Attorney at Law

NANCY L. ENGLISH
Notary Public, Maine
(Print or type name) My Commission Expires October 19, 2017

State of Maine
Cumberland, ss.

August 2, 2016

Personally appeared the above named Jon P. Jennings, City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,


Notary Public/Attorney at Law

SONIA T. BEAN
Notary Public, Maine
(Print or type name) My Commission Expires January 10, 2017

State of Maine
Cumberland, ss.

Aug. 2, 2016

Personally appeared the above named Erin Cooperider, Dev. Director of Community Housing of Maine, a Maine nonprofit corporation, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Before me,


Notary Public/Attorney at Law

NANCY L. ENGLISH
Notary Public, Maine
(Print or type name) My Commission Expires October 19, 2017

EXHIBIT A

(Description of the Development Property)

Parcel A:

167 and 169 Newbury Street

A certain lot or parcel of land located on the northwesterly side of Newbury Street, in the City of Portland, County of Cumberland, State of Maine, as shown on the Reconfigured Boundary Survey prepared for ReBeCo, LLC, last revised December 28, 2015 by Northeast Civil Solutions to be recorded in the Cumberland County Registry of Deeds (the "Plan"), being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS, INC PLS 1314" on the northwesterly right-of-way line of Newbury Street at the southerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 26365, Page 256;

THENCE S 52°21'06" W along the northwesterly right-of-way line of Newbury Street, 66.75' through a #5 rebar w/cap stamped "NCS, INC PLS 1314" to another #5 rebar w/cap stamped "NCS, INC PLS 1314". Last said rebar being on the northeasterly line of land N/F of City of Portland;

THENCE N 48°22'59" W along the northeasterly line of said City of Portland, 85.22' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the southerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28560, Page 326;

THENCE N 37°40'29" E along the southeasterly line of said ReBeCo, LLC 28560/326, 32.28' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the southerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 27521, Page 102;

THENCE N 36°31'41" E along the southeasterly line of said ReBeCo, LLC 27521/102, 32.61' through a #5 rebar w/cap stamped "NCS, INC PLS 1314" to another #5 rebar w/cap stamped "NCS, INC PLS 1314". Last said rebar being on the southwesterly line of land N/F of Darcy Thomas as recorded in said Registry of Deeds at Book 15240, Page 299;

THENCE S 50°57'35" E along the southwesterly line of said Thomas, 57.19' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the westerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 26365; Page 256;

THENCE S 46°16'56" E along the southwesterly line of said ReBeCo, LLC 26365/256, 45.66' to the POINT OF BEGINNING.

The above described parcel contains 6,216 s.f. more or less.

Meaning and intending to describe the same land as conveyed from the estate of Eugene N.

Caiazzo to ReBeCo, LLC dated January 5, 2010 and recorded in said Registry of Deeds at Book 27536, Page 290.

The basis of bearing for the above described parcel is Grid North.

42 Hampshire Street

A certain lot or parcel of land located on the southwesterly side of Hampshire Street, in the City of Portland, County of Cumberland, State of Maine, as shown on the Reconfigured Boundary Survey prepared for ReBeCo, LLC, last revised December 28, 2015 by Northeast Civil Solutions to be recorded in the Cumberland County Registry of Deeds (the "Plan"), being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS, INC PLS 1314" on the southwesterly right-of-way line of Hampshire Street at the easterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28427, Page 320;

THENCE S 50°57'35" E along the southwesterly right-of-way line of Hampshire Street, 30.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the northerly corner of land N/F of Darcy Thomas as recorded in said Registry of Deeds at Book 15240, Page 299;

THENCE S 39°01'12" W along the northwesterly line of said Thomas, 45.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the westerly corner of said Thomas;

THENCE S 50°57'35" E along the southwesterly line of said Thomas, 2.81' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the northerly corner of land described above;

THENCE S 36°31'41" W along the northwesterly line of said ReBeCo, LLC 27536/290, 32.61' through a #5 rebar w/cap stamped "NCS, INC PLS 1314" to another #5 rebar w/cap stamped "NCS, INC PLS 1314". Last said rebar being the easterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28560, Page 326;

THENCE N 49°08'41" W along the northeasterly line of said ReBeCo, LLC 28560/326, 42.66' to a #5 rebar w/cap stamped "NCS, INC PLS 1314";

THENCE N 45°12'04" E along the southeasterly line of said ReBeCo, LLC 28560/326, 22.24' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the southwesterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28427, Page 320;

THENCE N 86°42'25" E along the southerly line of said ReBeCo, LLC 28427/320, 8.51' to a point. Said point being the southeasterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28427, Page 320;

THENCE N 38°41'34" E along the southeasterly line of said ReBeCo, LLC, 48.39' to the POINT OF BEGINNING.

The above described parcel contains 2,594 s.f. more or less.

Meaning and intending to describe a portion of the land as conveyed from Hampshire 42 Properties, LLC to ReBeCo, LLC dated December 18, 2009 and recorded in said Registry of Deeds at Book 27427, Page 320, along with a triangle of land that is a portion of land as conveyed from Mary A. Kibbee Trustee of Taro Realty Trust to ReBeCo, LLC dated December 22, 2010 and recorded in said Registry of Deeds at Book 28427, Page 320.

Being the same property as described in a deed from ReBeCo, LLC to Luminato Condominium, LLC dated December 29, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32835, Page 23.

The basis of bearing for the above described parcel is Grid North.

Parcel B:

A certain lot or parcel of land located on the southeasterly side of Federal Street but not adjacent thereto, in the City of Portland, County of Cumberland, State of Maine, as shown on the Reconfigured Boundary Survey prepared for ReBeCo, LLC, last revised December 28, 2015 by Northeast Civil Solutions to be recorded in the Cumberland County Registry of Deeds (the "Plan"), being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS, INC PLS 1314" on the southeasterly right-of-way line of Federal Street at the westerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28560, Page 326;

THENCE S 51°37'54" E along the southwesterly line of said ReBeCo, LLC 45.51' to a point, being the TRUE POINT OF BEGINNING;

THENCE N 52°54' 11" E along the southeasterly line of the remaining land of said ReBeCo, LLC, 29.61' to an angle point;

THENCE N 45°12'04" E along the southeasterly line of the remaining land of said ReBeCo, LLC, 2.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the westerly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 27521, Page 102;

THENCE S 49°08'41" E along the southwesterly line of said ReBeCo, LLC (Book 27521, Page 102), 42.66' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being on the northwesterly line of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 27536, Page 290;

THENCE S 37°40'29" W along the northwesterly line of said ReBeCo, LLC (Book 27536, Page 290), 32.28' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being on the northeasterly line of land N/F of City of Portland;

THENCE N 46°58'57" W along the northeasterly line of said City of Portland, 43.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314";

THENCE N 51°37'54" W continuing along the northeasterly line of said City of Portland, 7.82' to the TRUE POINT OF BEGINNING.

The above described parcel contains 1,460 s.f. more or less.

Being the same property as described in a deed from M&D Federal, LLC to Luminato Condominium, LLC dated December 30, 2015 and recorded in said Registry of Deeds at Book 33039, Page 286.

The basis of bearing for the above described parcel is Grid North.

EXHIBIT B

(Description of the 42 Hampshire Street Property)

A certain lot or parcel of land located on the southwesterly side of Hampshire Street, in the City of Portland, County of Cumberland, State of Maine, as shown on the Reconfigured Boundary Survey prepared for ReBeCo, LLC, last revised December 28, 2015 by Northeast Civil Solutions to be recorded in the Cumberland County Registry of Deeds (the "Plan"), being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS, INC PLS 1314" on the southwesterly right-of-way line of Hampshire Street at the easterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28427, Page 320;

THENCE S 50°57'35" E along the southwesterly right-of-way line of Hampshire Street, 30.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the northerly corner of land N/F of Darcy Thomas as recorded in said Registry of Deeds at Book 15240, Page 299;

THENCE S 39°01'12" W along the northwesterly line of said Thomas, 45.00' to a #5 rebar w/cap stamped "NCS, INC PLS 1314". Said rebar being the westerly corner of said Thomas;

THENCE, continuing S 39° 01'12" W 10.3' to a point;

THENCE, northwesterly in a line running along the outer edge of the existing deck structure located in the rear of the first floor unit of the existing structure located at 42 Hampshire Street a distance of 30', more or less, to a point;

THENCE, N 38°41'34" E a distance of 7.5', more or less, to a point being the southeasterly corner of land N/F of ReBeCo, LLC as recorded in said Registry of Deeds at Book 28427, Page 320;

THENCE N 38°41'34" E along the southeasterly line of said ReBeCo, LLC, 48.39' to the POINT OF BEGINNING.

Meaning and intending to describe a portion of the land as conveyed from ReBeCo, LLC to Luminato Condominium, LLC dated December 29, 2015 and recorded in the said Registry of Deeds at Book 32835 Page 23.

The basis of bearing for the above described parcel is Grid North.