Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 11/08/17

CITY OF PORTLAND
Low Income Rental Housing Agreement and Declaration of Covenants, Conditions and Restrictions

This Low Income Rental Housing Agreement and Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the CITY OF PORTLAND a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and JONATHAN BRADSTREET an individual with a mailing address of 2 D Street, South Portland, ME 04106 ("Developer").

WITNESSETH

WHEREAS, the City has established affordable housing provisions for the conditional use of additional dwelling units in the R-5 residential zone as set forth in the City's Land Use Ordinance (Portland City Code §§ 14-118 (a) 5) which is intended to encourage production of dwelling units that are affordable for households with low income; and

WHEREAS, the Developer owns in fee simple and plans to enlarge a multi-family development project consisting of three (3) rental units on certain property located at 75 Douglass Street, Portland, Maine (the "Development") which property is more particularly described on **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, on June 1, 2017, the City's Zoning Board of Appeals approved the Development (the "ZBA Approval") on the condition that the Developer enter into a low income rental housing agreement with the City to satisfy the provisions of the Conditional Use Permit by providing one (1) low income rental units within the development (the "Low Income Units"); and

WHEREAS, in order to fulfill the provisions of the Affordable Housing Ordinance and Conditional Use Permit, the Developer hereby agrees to certain restrictions on the rental amount of certain units in the Development on the terms and conditions hereinafter provided and in accordance with Maine law, including 33 M.R.S.A. Sec. 121 *et seq.*;

NOW THEREFORE, in consideration of the mutual undertakings set forth herein, the City and the Developer 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 and home ownership opportunities for low-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 marketability of the Property by making the Property affordable to low income families who, without such provisions, would be unable to afford property in the City similar to the Low Income Units.

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2. **Term**. The term of this Declaration shall be for a period beginning on the date that it recorded in the Cumberland County Registry of Deeds (the "Effective Date"), and ending on the date that is thirty (30) years from the Effective Date, after which time this Agreement shall automatically expire and the affordable restrictions set forth herein and in the Conditional Use Permit shall be deemed satisfied.

3. **Enforceability of Covenants**. The covenants and restrictions of the Developer 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 of the Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by the Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the Loan, 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, provided that the Loan is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

4. **Covenants**. The Developer hereby covenants and represents 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 three (3) units of rental housing, and related amenities, one (1) of which units shall be a Low Income Unit and two (2) of which shall be market rate units. The Low Income Unit shall include one (1) unit on site in the Development and shall be of comparable quality and have comparable amenities to the market rate units.

   b. **Use**. The Developer shall rent a Low Income Unit only to an Eligible Household, as that term is defined herein. Any purported lease, transfer or other disposition of a Low Income 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 be ***null and void***. For purposes hereof, the parties agree that the term "**Eligible Household**" means a low income person or household with a gross income not exceeding 80% of the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

   c. **Interior Standards for Low Income Units.** The design, quality, and materials of Low Income Unit interiors need not be the same as market rate units, but the Low IncomeUnits shall include at least the following amenities:

      i. Kitchen
         1. Refrigerator
         2. Stove or separate cook top and oven
         3. Sink Disposal
         4. Cabinets

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5. Range Hood
6. Microwave (if provided in market rate units)
7. Washer Dryer (if provided in market rate units)
8. 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 Low Income 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 adequate storage (including common space storage if provided to the market rate units).
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 the Developer intends to rent a Low Income Unit, the Developer shall give the City written notice of such intent (the "Notice of Intent") addressed to the City's Housing and Community Development Office prior to listing the property for rent or renewing a lease. When listing a Low Income Unit for rent, unless otherwise agreed to by the City, the following system will be followed. The Developer will place an advertisement, approved by the City, in one or more newspapers designated by the City. Interested parties will be given sufficient time to request and return a preliminary application. The City shall also have the opportunity to list the property on its website for a minimum of 60 days for initial occupancy and 30 days for subsequent rentals during the marketing process to solicit interest from potential Eligible Households. The City will forward any inquiries to the Developer or its designated representative. In the event that the Developer or its agent receives an application from and certifies an eligible household during the marketing period, the City agrees to waive the remainder of its marketing period but may retain the document lising for future reference on the website as an eligible low income unit.

e. **Eligible Household; Income.** For the term of this Declaration, and in accordance with Section 14-118 of the City Code and other applicable regulations, at the time a lease for a Low Income Unit is signed, a tenant must be an Eligible Household, meaning that a tenant's household income must be at or below 80% of the Area

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Median Income (AMI). When determining income eligibility, the City will referenc the AMI figures published annually by HUD for the Portland Metropolitan Statistical Area or other income limits deemed reasonable by the City. The City will make available a list of income limits by household size. If at a time in the future HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. 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. The Developer will collect and compile all of the relevant documents and information needed to assess a household's eligibility and provide it to the City for the City's final approval. Such documents and information include sufficient proof of household size and income in the form of official tax statements, W-2 forms, pay stubs, credit reports, bank statements, birth certificates, and any other documents requested by the City or the Developer to aid in their efforts to verify whether or not a household is eligible. The City may request that the Developer obtain and provide additional information in order for the City to determine elibibility. The City shall make the final determination as to whether or not a household meets the income or size requirements of each Low Income Unit prior to the signing of the lease.

The City reserves the right to perform an asset test to help determine a household's income. This may include making certain assumptions about the average returns that would be reasonable to expect from certain investments including stocks, bonds, annuities, mutual funds, dividends, trusts, money market accounts, certificates of deposit (CD's) or other financial instruments. The City may request documentation for the three 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 Developer, 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 the Developer's management companies, and no family member thereof (related either by blood, marriage, or operation of law) may qualify for a Low Income Unit or receive any benefit related in any way to this Declaration. Employees of the City's Planning Authority will not be eligible for a Low Income Unit in the City.

f. **Household Preference.** Household preference for Low Income Units shall be given, to the extent permitted under law, to Eligible Households in the following order:

   i. Current residents of the City who live in Portland as their primary residence;
   ii. Persons employed full time by the City, except as set forth above;
   iii. All others.

An applicant for a Low Income Unit shall be responsible for documenting their

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preferred status under any of the above noted categories. Documentation may inclu confirmed leases, bank statements, utility bills, voter registration, tax returns, insurance statements, and other reasonable documents as requested by the City or the Developer to demonstrate preferred status. The City or Developer may request more than one form of documentation. This household preference provision does not preclude the Developer from renting to non-preferred applicants, assuming such applicants meet the necessary eligibility requirements and that there are more Low Income Units available than eligible preferred applicants. Other preference categories may be added to specific projects or to the City's standards at a later date as appropriate.

g. **Maintenance of a Waiting List.** The developer 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 qualifiations defined heren. Such applications should include the gross household income, and information related to preferred status and household eligibility. It is understood that it is the responsibility of the applicant to update information, which will affect their income, household eligibility, or preferred status, and that it is not the responsibility of the Developer to verify actual status until a unit becomes available. Final approval of Eligible Households, Low Income Units, and maximimum allowable rents will be decided by the City.

h. **Determination of Affordable Monthly Rent; Security Deposits**. For the term of this Agreement, rental of Low Income Units will be restricted to households with income at or below 80% of the AMI as set forth above. To maintain consistency of Low Income 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 Low Income Unit is two (2) persons. The income of a two (2) person household 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 Low Income Unit the City will take 30% gross income per month of the minimum household size allowed per bedroom less utilities as follows:

0.30 x (annual income based on minimum household size / 12) less utilities = Low Income Rent

Developers 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 Developer 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

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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.

The Developer may request first an 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 but shall not be required to pay separately for this amenity. If the Developer requires a parking spot(s) be leased with the Low Income 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.

Developers may not rent to a household utilizing other rental subsidies such as vouchers without the City's prior written approval.

The maximum allowable rent determination is subject to City's final approval. Never shall the total rent paid be in excess of the maximum allowable Low IncomeUnit rent for a determined bedroom size.

i. **Unit Size.** Household size/composition at the time that a lease for a Low Income 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

Low Income Units are also be 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 the Developer finds it difficult to rent a Low Income Unit to an Eligible Household that meets the established minimum size requirements, the Developer may request

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that the City allow the Developer to rent the unit in this singular instance to an Eligible Household smaller than the minimum household size described herein. The Develoer 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 Low Income 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. **Low Income Unit Leases**. All leases for Low Income 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 the initial application and during any recertification process prior to the renewal of a lease, as set forth below. Leases for Low Income Units shall include the method for updating rents set forth in the City's Ensuring Workforce Housing Ordinance and related Inclusionary Zoning Implementation Regulations and Guidelines. As a condition of continued eligibility for a Low Income Unit, the leases shall also include a requirement that the household report all information required by the Inclusionary Zoning Implementation Regulations and Guidelines, including providing copies of applications, recertifications, and supporting documentation used by administrators of rental subsidies and the City. The lease shall also describe the recertification process for Low Income Units and its implications as outlined in this Declaration, the Ensuring Workforce Housing Ordinance and related Inclusionary Zoning Implementation Regulations and Guidelines. Eligible Households renting Low Income Units must be recertified annually with final approval from the City before renewing a lease. The Developer shall enforce the lease, if necessary to the point of terminating Eligible Household status, requiring market rents, and initiating and prosecuting eviction proceedings against tenants of Low Income Units who do not report as required or whose eligibility lapses.

The Developer shall use residential lease forms acceptable to the City and obtain written and signed certifications of residents in a form acceptable to the City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the household's income, (b) agrees that household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply with all requests for information with respect thereto from the Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as the City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law.

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k. **Recertification of Low Income Units.** Prior to the renewal of a Low Income Unit's lease, and not more than one per year, the Developer 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. Unless the Developer can demonstrate that the tenant has violated material terms of the lease, that the tenant is refusing to comply with the requirements of the recertification process, or that the tenant does not wish to renew the lease, no other households may be considered for a lease of a Low Income Unit. As with the initial application process set forth herein, the Developer 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.

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 the Developer or City within a 60-day period. The City shall make the final determination as to whether Developer has provided sufficient evidence to substantiate a household's failure to participate in the recertification process.

l. **Loss of Low Income Unit Status.** A unit shall lose its designation as a Low Income Unit when two consecutive recertifications demonstrate that a once Eligible Household's income is greater than the allowed AMI and is no longer considered eligible. The recertification of all applicants is subject to final review and approval from the City. In this scenario, the Developer may, with 90 days' notice, 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. After any adjustment in accordance with the above, the next available appropriate unit that will substitute for the former Low Income Unit shall be rented to an Eligible Household, so as to restore and maintain the number, unit size, and bedroom count of Low Income Units originally intended under this Declaration. The City shall make the final determination as to whether any substitute unit is appropriate for satisfying the requirements intended for Low Income Units within the Development.

If no suitable unit becomes available to rent as a Low Income Unit within a year of the time the former Eligible Household begins paying market rent, then the Developer shall not renew or extend the former Eligible Household's lease and shall return the unit to its use as a Low Income Unit for Eligible Households. The Developer shall cooperate with the City and provide the City with any documentation that it deems reasonably necessary to approve the substitute Low Income Unit or Eligible Household.

In the case where the tenant has been accepted as a market rate tenant, the Developer shall pay to the City's Housing Trust the cash value of the difference between the maximum allowable Low Income rent and the market rent until such time as another

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unit has been approved by the City as an acceptable substitute Low Income Unit anc 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 Declaration so long as Developer is making such payments to the City's Housing Trust.

m. **Primary Residence.** An Eligible Household shall occupy the Low Income Unit as its primary residence. Low Income Units may not be rented out by the Developer, or subletted by an Eligible Household, for short or long term periods. An Eligible Household must notify the City if it is absent from the Low Income Unit for 30 days in any 45-day period. If the Eligible Household is absent from the Low Income Unit for a period exceeding 60 days in one consecutive 365 day period for reasons other than work obligations, health, or emergency reasons, then 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 Low Income Unit.

n. **Administration and Record Keeping.** The Developer shall maintain an Eligible Household's application, recertification forms and all related documentation, and any third party recertifications throughout the Eligible Household's occupancy of a Low Income Unit and for a period of at least seven (7) years thereafter. The Developer shall provide copies of these records to the City within ten (10) business days if requested. The Developer shall also kep all Low Income Unit applications and waiting lists for a period of at least seven (7) years or some other priod of time if demed reasonable by the City. The Developer will file an anuual repot to the City within 60 days of the end of each calender year providing information related to Low Income Unit vacancies, waitlists, houshold turnover, household size, household income, market rate rents, recertifications, and any other relevant information the City requests. The City agress to provide a template for such report to be made.

o. **Deemed Approval.** In any instance where the City's prior approval is reqired under this Section 4, such approval shall be deemed to be granted if the City has not responded within five (5) days of the Developer's request for such approval. Such deemed approval shall not otherwise constitute a waiver of the City's other rights or the Developer's obligations under this Agreement. Provided however, that in the event the City requests from the Developer additional information reasonable necessary for any required approval during such five day period, such five day period shall be tolled until the City receives the requested information.

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5. **Construction and Duration**. The covenants contained herein shall run with the land for t term of this Declaration. The Developer covenants and agrees for himself, his heirs, personal representatives 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 Property. The covenant shall not be separated from the rest of the property through condoization of the property into separate units. The 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 Portland City Code §§ 14-118 and other applicable laws and regulations.

6. **Records**. The Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the term of this Declaration for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. 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.

7. **Violation**. The Developer shall immediately notify the City if the Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. The Developer 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 this Declaration. In the event the Developer 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 this Declaration and applicable law, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (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 by the Developer.

8. **Indemnification**. The Developer shall indemnify and hold the 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 Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

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9. **Modifications**. This Declaration may be amended or modified, in whole or in part, only written agreement of the Developer and the City clearly expressing the intent to modify this Declaration.

10. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

11. **Successors and Assigns**. This Declaration shall be binding upon the Developer's respective heirs, personal representatives, executors, administrators, transferees, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns. The Developer shall reference this Declaration in any deed or conveyance document that conveys all or part of the Development.

12. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.

13. **Additional Documents**. The Developer shall execute such other documents the City reasonably deems necessary in order to effectuate the intent and purpose of this Declaration and the intent and purpose of Portland City Code § 14-118 and applicable laws and regulations.

14. **Notices**. Any notice or demand required or provided for in this Declaration 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 the Developer 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.

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EXHIBIT A

A certain lot or parcel of land with the building thereon situated in said Portland, County of Cumberland, and State of Maine, on the easterly side of Douglass Street, bounded and described as follows:

Beginning at a point in the easterly side line of said Douglass Street four hundred thirty-seven (437) feet from the corner made by the junction of the easterly side line of said Douglass Street with the northerly side line of the county road leading from Stroudwater to Portland; thence by said Douglass Street north about twenty-five (25) degrees east, fifty (50) feet to a stake; thence easterly at right angles with said Douglass Street one hundred (100) feet to a stake; thence southerly parallel with said street fifty (50) feet to a stake; thence westerly at right angles with said street one hundred (100) feet to the bounds begun at.

Being the same premises conveyed to Jonathan Bradstreet by Personal Representative of the Estate of Daniel S. Campbell, said deed dated July 29,2007 and recorded in the Cumberland County Registry of Deeds at Book 25338, Page 96.

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DEVELOPER

Witness

By:
Name: Jonathan Bradstreet

State of Maine
Cumberland, ss.

September 5, 2017

Personally appeared the above named Jonathan Bradstreet, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/~~Attorney-at-Law~~

(Print or type name)

MARY P. DAVIS
Notary Public-Maine
My Commission Expires
July 27, 2024

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IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and the City as of September__th, 2017.

CITY OF PORTLAND

_____
Witness

By:_____
Jon P. Jennings
Its City Manager

APPROVED AS TO FORM:

_____
CORPORATION COUNSEL'S OFFICE

State of Maine
Cumberland, ss.

September__, 2017

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

_____
(Print or type name)