

EXHIBIT 1

RIGHT, TITLE & INTEREST

Sea Coast at Baxter Woods Associates, LLC acquired in the 18.98 acre former St. Joseph's Convent and Hospital property in December, 2106 which includes the approved 4 lots of the 605 Stevens Avenue approved subdivision.

The deed (CCRD Book 33698 Pages 187 – 202) provides for rights of access, utilities, landscaping, etc. over and between the 4 lots as shown on the "Overall Subdivision Plan, 605 Stevens Avenue and Walton Street, prepared for Sea Coast at Baxter Woods Associates, LLC, dated June 24, 2015 as amended June 14, 2016 and recorded in the CCRD Plan Book 216 Page 433 together with the Declaration of Covenants and Easements recorded in the CCRD Book 33922 Page 172.

A copy of the Deed and Declaration of Covenants and Easements are attached. The location of easements within the subdivision are shown in the Site Plans as Plan C1.0 – Approved Subdivision Plat.

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that **ST. JOSEPH'S CONVENT AND HOSPITAL**, a Maine non-profit corporation ("Grantor"), for consideration paid, grants to **SEA COAST AT BAXTER WOODS ASSOCIATES, LLC**, a Maine limited liability company, its successors and assigns, having its principal place of business at 20 Blueberry Lane, in the Town of Falmouth, County of Cumberland and State of Maine ("Grantee"), with **QUITCLAIM COVENANT**, the land in the City of Portland, County of Cumberland and State of Maine, described in Exhibit A hereto attached and made a part hereof.

SUBJECT TO the permitted exceptions set forth on Exhibit B attached hereto and made a part hereof and the reserved rights described in Exhibit A attached hereto.

Together with and also hereby conveying the following rights and easements for the benefit of Lots 2, 3 and 4 (the "Benefitted Property") as shown on the plan entitled "Overall Subdivision Plan 605 Stevens Avenue Stevens Avenue & Walton Street, Portland, Maine", made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 433 (hereinafter the "Subdivision Plan"), provided that the following easements and the rights thereunder shall be exercised in a manner and during such times so as to minimize any interference with the use and occupancy of the apartment complex located on Lot 1 as shown on the Subdivision Plan and related access and parking, and further subject to the terms and conditions set forth herein:

1. Utilities: Together with the perpetual non-exclusive right and easement to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove underground utility conduits, pipes and mains, and poles and wires with all necessary underground fixtures and appurtenances under the portions of Lot 1 as shown on the Subdivision Plan labelled as "#5 Utility and Drainage Easement" as shown on the Subdivision Plan and in the existing locations of any underground sewer and water lines that currently serve Subdivision Plan Lots 2, 3 or 4 (collectively, the "Utility Easement Areas") for any and all underground utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables and mains, below ground, together with all necessary underground facilities and fixtures and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to the Benefitted Property as deemed appropriate by Grantee, its successors and assigns.

2. Drainage: Together with the perpetual non-exclusive right and easement to enter the portions of Lot 1 as shown on the Subdivision Plan labelled as "#5 Utility & Drainage Easement" and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove underground drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary underground fixtures and appurtenances, and to make connection therewith with the Benefitted Property, and to flow and direct water under such areas.

3. Parking: Together with the perpetual right and easement to construct a 20 parking space expansion (the "Expanded Parking Lot") of the existing parking lot located on Lot 1 located easterly of

MAINE REAL ESTATE TAX PAID

the existing parking lot and to have the exclusive use of the Expanded Parking Lot for parking of vehicles. The existing parking lot shall be for the exclusive use of the owner and residents of Lot 1.

4. Related Rights: Together with the perpetual non-exclusive right and easement in connection with or in exercising any of the above described rights to enter the Utility Easement Areas and to work, fill, excavate, tunnel and trench and cut or remove trees and brush in such areas, but only to such extent as in the reasonable judgment of Grantee is necessary for any of the above described purposes; provided, that Grantee gives Grantor not less than ten (10) days prior notice of such entry.

Grantor and Grantee acknowledge and agree that the rights and easements granted hereunder are expressly subject to the following terms and conditions:

- (a) Grantee shall maintain the Expanded Parking Lot and all utility and drainage materials and apparatus installed by Grantee in good condition and repair. In addition, upon completion of the Expanded Parking Lot, Grantee shall be responsible, at its sole cost, for the prompt removal of ice and snow from both the Expanded Parking Lot and the Existing Parking Lot.
- (b) The exercise of all rights of the Grantee hereunder shall be undertaken at the sole cost of Grantee. All utilities and the drainage system shall be fully underground. All construction and maintenance shall be performed in a good and workmanlike manner. Grantee agrees that as soon as practicable, but in any event no later than thirty (30) days after completion of the installation or any maintenance of any utility or drainage equipment or materials, it will restore the surface of the disturbed area to substantially the same condition prior to such work. Prior to disturbing any of the surface of the Utility Easement Areas as provided herein, Grantee shall give at least 30 day's notice to Grantor.
- (c) Prior to taking any action that would reduce or impede the use of any of the parking spaces in the existing parking lot, Grantee shall provide substitute parking that would be available during any period of disturbance that is reasonably equivalent in proximity and quality to the parking spaces being disturbed. At all times, reasonable and safe access shall be maintained between the parking areas and the building located on Lot 1. Grantee covenants that in its exercise of the easement rights granted hereunder, it shall not adversely impact access to Lot 1 over and from Easement #2 (50' Access & Utility Easement) shown on the Subdivision Plan. Prior to disturbing any of the parking spaces in the existing parking lot as provided herein, Grantee shall give at least 30 day's notice to Grantor, which notice shall also describe the substitute parking to be given by Grantee to Grantor, as provided in this paragraph.
- (d) Grantee acknowledges that Grantor's primary access to Lot 1 will be over the 50' Access and Utility Easement, shown as "Easement 2" on the Subdivision Plan, as provided herein. In the exercise of Grantee's rights hereunder, it shall insure that Grantor's access to Lot 1 over and from Easement 2 is not impaired; provided, however, that if in Grantor's reasonable judgment, it is necessary to preclude or limit Grantor's access to Lot 1 over and from Easement 2 in connection with the exercise by Grantor of its rights granted herein, Grantor may do so provided that (i) it provides Grantor with prior notice of not less than 10 days prior notice, except in the case of an emergency, in which case the best practicable notice shall be given and (ii) Grantee provides, at its cost, reasonably equivalent access to Lot 1; and (iii) such interruption of access be minimized to the extent practicable in terms of time and scope.
- (e) Grantee shall enter upon the Utility Easement Areas at its sole risk and hereby releases Grantor and its successors and assigns and shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all liability, loss, cost, damage or expense,

including court costs or fees related to litigation or alternative dispute resolution and attorneys' fees, incurred by Grantor as a result of or in connection with the exercise by Grantee or its employees, agents, invitees and licensees of the rights granted or described herein or for any damage or injury caused by any equipment, apparatus or materials installed by Grantee, except to the extent arising from the intentional misconduct or willful violation of law by Grantor.

- (f) Grantor shall have the right to use the Utility Easement Areas for access and parking and for such other uses that do not unreasonably impair or hinder the use granted to Grantee herein. In addition, Grantor shall have the right, at its sole discretion, to make changes, modifications or alterations to the Utility Easement Areas, provided that the utility of such easement areas for the purposes described herein is not unreasonably impaired or hindered.
- (g) Grantor shall have the right to connect to any utilities or drainage facilities installed by Grantee, at Grantor's sole cost and expense. Grantor shall not be charged, other than the actual cost to make the connection. As a condition to such connection: (i) Grantor shall provide Grantee with not less than 10 days prior notice, except in the case of an emergency, in which case the best practicable notice shall be given and (ii) any interruption to service be minimized to the extent practicable in terms of time and scope.
- (h) In recognition of the fact that the apartments are residential dwelling units and the primary residence of its tenant, Grantee shall ensure that construction noise and construction related traffic on Lot 1 is minimized between the hours of 6:00 p.m. and 8:00 a.m.

The terms and conditions of the Easements, as set forth in paragraphs (a) through (h) above shall be binding upon the parties hereto and their respective successors and assigns from time to time of all or any portion of either or both of the benefited and servient estates or any portion or portions thereof, however such estates may hereafter be divided or combined, and shall be covenants running with the land. Grantee joins in this deed for the purpose of evidencing its agreement to the terms and conditions set forth herein.

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IN WITNESS WHEREOF, the said St. Joseph's Convent and Hospital has caused this instrument to be executed and delivered in its name by Jacqueline Marie Kieslich, its President, duly authorized, this 14 day of December, 2016.

WITNESS:

Lacey Harris

GRANTOR:

St. Joseph's Convent and Hospital

By: Jacqueline Marie Kieslich, RSM
Name: Jacqueline Marie Kieslich, RSM
Its: President

STATE/~~COMMONWEALTH~~ OF Rhode Island
Providence, ss.

December 14, 2016

Then personally appeared the above named Jacqueline Marie Kieslich, RSM, as President of St. Joseph's Convent and Hospital and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Isabel Sousa
Attorney at Law/Notary Public
Printed Name: 4-3-19

SEAL

IN WITNESS WHEREOF, the said Sea Coast at Baxter Woods Associates, LLC has caused this instrument to be executed and delivered in its name by John B. Wasileski, its Manager, duly authorized, this 16 day of December, 2016.

WITNESS:

[Signature]

GRANTEE:

Sea Coast at Baxter Woods Associates, LLC

[Signature]

By:

John B. Wasileski, Its Manager

STATE OF MAINE
CUMBERLAND, ss.

16, 2016

Then personally appeared the above named John B. Wasileski as the Manager of Sea Coast at Baxter Woods Associates, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Sea Coast at Baxter Woods Associates, LLC.

Before me,

[Signature]

Attorney at Law/Notary Public

Printed Name: Ronald G. [Signature]

EXHIBIT A

(Attached to and forming a part of
Quitclaim Deed With Covenant from
St. Joseph's Convent and Hospital to
Sea Coast at Baxter Woods Associates, LLC)

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

A certain lot or parcel of land situated in the Town of Deering, County of Cumberland and State of Maine, and is a portion thereof known as Stevens Plains, viz: A lot sixty and one-half (60 1/2) feet square, enclosed within the outer corners of four granite posts set in the ground by said Smith, said lot being near the center of the enclosure surrounded by the cemetery wall built by said Smith, said granted lot being the same which was reserved, excepted and excluded from a conveyance to James A. Healy, executed July 27, 1881 recorded in said Registry in Book 477, Page 379.

Being the same premises conveyed to Saint Joseph's Convent and Hospital by Administrator's Deed of Charles W. Goddard, et al. dated July 18, 1884 and recorded in the Cumberland County Registry of Deeds in Book 479, Page 327.

PARCEL 2:

A certain lot or parcel of land situated in said Deering and being a part of the "Forest Home" property so-called owned at one time by the late Francis O. J. Smith bounded and described as follows to wit, viz: Commencing at the southerly corner of the Tomb Lot so-called; thence southeasterly parallel with the westerly sideline of Oak Street formerly called Forest Street, one hundred and fifty (150) feet, more or less, to land now or formerly owned by Mary T. Reing; thence North easterly by said Reing's land four hundred and eighteen (418) feet, more or less, to said Oak Street; thence northwesterly by the westerly sideline of said Oak Street eight hundred and fifty-six and one-half (856 1/2) feet, more or less, to the Stevens Plains road (so-called); thence southwesterly by the southerly sideline of said road two hundred and twelve (212) feet, more or less, to the easterly sideline of a street fifty (50) feet wide laid out and described in the deed of said Francis O. J. Smith to "Smiths Home for Aged Indigent Mothers" dated August 12, A.D. 1863 and recorded in the Cumberland County Registry of Deeds, Book 322, Page 479; thence southeasterly by the easterly sideline of said last mentioned street and by the stone wall on the easterly side of the "Tomb Lot" so-called six hundred and seventy-two (672) feet, more or less to the easterly corner of said "Tomb Lot"; thence southwesterly by said "Tomb Lot" two hundred one and one-half (201 1/2) feet, more or less, to the point begun at. Excepting however from this conveyance the following described lots conveyed by said Smith in his lifetime to wit: Two (2) lots measuring together on said Oak Street sixty-five (65) feet and running back therefrom one hundred and eight and two tenths (108.2) feet conveyed by said Smith to John J. McDonnell by deed dated January 23, A.D. 1875 recorded in said Registry of Deeds, Book 414, Page 266 and by deed dated March 23, 1875 recorded in Book 418, Page 54, also a lot measuring on said Oak Street thirty-two and five tenths (32.5) feet running back one hundred and seven and seven tenths (107.7) feet conveyed by said Smith to Edward Farrell otherwise called Edward Tarrell, otherwise called Edward Tirrell by deed dated June 11, A.D. 1872, recorded in Book 395, Page 17 in said Registry, also lots together measuring on said Oak Street ninety-seven and five tenths (97.5) feet and running back therefrom one hundred and six and four tenths (106.4) feet sold and conveyed by said Smith to John Bell by deed dated January 20, A.D. 1876 recorded in Book 426, Page 357, in said Registry of Deeds, also lot on the corner of said Oak Street and said Stevens Plains road

measuring seventy and two thirds ($70 \frac{2}{3}$) feet on said road and running back to land conveyed to John Bell as aforesaid, said corner lot having been sold and conveyed by said Smith to Ann R. Bramhall and others by deed dated May 27, A.D. 1876 recorded in Book 434, Page 201 in said Registry, also excepting a certain lot of land situate on the southerly side of Oak Street aforesaid having a frontage of sixty-five (65) feet on said Street and extending back at right angles therefrom one hundred and eight (108) feet being the same premises conveyed by Francis O. J. Smith to Simon Niles by deed dated September 18, A.D. 1871 recorded in aforesaid Registry of Deeds, Book 388, Page 147, to which deed reference is hereby made for a more particular description of said premises. Also another lot of land situate on the southerly side of said Oak Street in said Deering, bounded and described as follows, viz: Beginning at the northeasterly corner of land heretofore conveyed by Francis O. J. Smith to John Bell in the southerly sideline of said Oak Street; thence extending southerly by the easterly sideline of Bell's land one hundred and six (106) feet and four (4) inches; thence easterly forty-eight (48) feet and nine (9) inches to a point one hundred and six (106) feet and seven (7) inches from said Oak Street; thence to the southerly line of said Oak Street at a point forty-eight (48) feet and nine (9) inches from the first bounds mentioned; thence to said first bounds being all of Lot No. 22 and one-half of Lot No. 24 on a plan made by C. H. Howe in June A.D. 1864, being the same lot conveyed by said Francis O. J. Smith to Ann R. Bramhall and others by deed dated May 27, A.D. 1876, recorded in said Registry of Deeds, Book 434, Page 201, to which deed reference is hereby made for a more particular description of said premises and being a part of the same premises heretofore conveyed by James P. Baxter to said James Augustine Healy by deed dated July 24, A.D. 1881 recorded in said Registry of Deeds, Book 477, Page 396, to all which deeds reference is hereby made for a more particular description of the lots excepted from this conveyance.

Also excepting and reserving for the use forever of the heirs at law of said Smith for entrance and egress to and from the Burial Lot above-described a right of way in common in the Street fifty (50) feet in width known as Avenue "D" leading from said Oak Street to said Burial Lot. Also all my right, title and interest in and to a certain parcel of land which said Smith had at his decease and which was deeded by John W. Lane to the Executors of the Last Will and Testament of said Francis O. J. Smith, said deed dated July 15, A.D. 1878 and recorded in said Registry of Deeds for said Cumberland County, Book 455, Page 382 situate in Deering aforesaid and in a portion thereof known as Stevens Plains, bounded and described as follows, to wit: Beginning at a granite monument in the easterly sideline of the County road that crosses said Plains; thence running south sixty-four and one-half ($64 \frac{1}{2}$) degrees East four hundred and forty-one (441) feet to the westerly corner of the Cemetery wall built by said Smith and still in the same course following the southerly exterior sideline of said wall two hundred and nine and one-half ($209 \frac{1}{2}$) feet more to the southerly corner thereof; thence at a right angle North twenty-five and one-half ($25 \frac{1}{2}$) degrees East by the easterly exterior sideline of said wall two hundred and two and one-half ($202 \frac{1}{2}$) feet to the easterly corner thereof; thence at a right angle North sixty-four and one-half ($64 \frac{1}{2}$) degrees West by the northerly exterior line of said wall two hundred and nine and one-half ($209 \frac{1}{2}$) feet to the northerly corner thereof and still in the same course four hundred and sixty-five (465) feet to a point in said easterly sideline of said County road two hundred and three (203) feet distant from the granite monument first above-mentioned; thence by said County road line southwesterly two hundred and three (203) feet to said first mentioned monument with the buildings thereon reserving, excepting and excluding from this conveyance a lot sixty and one-half ($60 \frac{1}{2}$) feet square enclosed within the outer corners of four (4) granite posts set in the ground by said Smith. Said reserved lot being near the entre of the enclosure surrounded by the Cemetery wall aforesaid and containing in the middle thereof the tomb built by said Smith wherein his body and the bodies of his parents, children and wives repose. Also reserving a suitable and sufficient right of way to and from said tomb over said granted premises from and to said County road through one of the two entrances left in the westerly wall of said Cemetery for the lineal descendants of said Smith and all other persons who are or hereafter shall be entitled to visit said Cemetery or tomb for burial and all other lawful purposes so long as said tomb shall continue within said Cemetery provided that whenever and so long as a suitable and sufficient right of way to and from said tomb for such persons and purposes from and to Oak Street in said Deering through an entrance in such

case to be made through the northerly wall of said Cemetery equal to either of the two entrances now left in the westerly wall thereof shall be provided and maintained by said grantee, his heirs, representatives, successor or assigns then during such period the right of way hereby reserved over the said granted land from and to said County road shall be and remain in abeyance and no longer.

And when the right of way and entrance through said Cemetery wall to and from said Oak Street shall have been provided according to the foregoing stipulations the two entrances through said westerly wall thereof may be closed and may remain closed so long as said last named right of way and entrance from Oak Street shall be maintained as aforesaid and no longer.

This deed is made and accepted with the express agreement and subject to the condition that the Cemetery wall aforesaid and the entrance aforesaid through the same shall be maintained in as good repair by said grantee, his heirs, representatives, successors or assigns at his or their own expense as the said wall now is so long as said tomb shall continue within said Cemetery also to the further condition and stipulations that no portion of said Cemetery or area enclosed within said wall shall ever be sown or planted for crops or ploughed or in any way cultivated or used for agricultural purposes and that no building of any description shall be erected thereon so long as said tomb shall continue in said Cemetery.

Also all right, title and interest in and to a certain parcel of land which the Inhabitants of the Town of said Deering conveyed by deed bearing date July 25 A.D. 1881, said deed being recorded in said Registry of Deeds for Cumberland County August 4, A.D. 1881, Book 481, Page 1 situate in said Deering, bounded and described as follows, to wit, bounded on the southerly side of Oak Street, so-called and fronting on said Street thirty-two (32) feet and six (6) inches; thence southerly holding said width one hundred and seven (107) feet and four (4) inches; thence easterly thirty-two (32) feet and six (6) inches in a line distant one hundred and seven (107) feet and seven (7) inches from the southerly side of Oak Street aforesaid and thence to the front line first mentioned on said Street. It being lot numbered thirty-six (36) on a plan of the premises described and of adjoining lots by C. H. Howes Civil Engineer 1 June A.D. 1864 and being the same lot conveyed to Edward Tarrell otherwise called Edward Farrell otherwise called Edward Tirrell by Francis O. J. Smith by said Smith's deed dated June 11, A.D. 1882 and recorded in Cumberland County Registry of Deeds, Book 395, Page 17.

Being the same premises conveyed to St. Joseph's Convent and Hospital by James Augustine Healy by deed dated April 29, 1882 and recorded in said Registry of Deeds in Book 486, Page 322, as affected by instrument recorded in said Registry of Deeds in Book 498, page 178.

PARCEL 3:

A certain parcel of land in said Town of Deering, and in a portion thereof known as Stevens Plains, viz: Beginning at a granite monument in the easterly sideline of the County road that crosses said Plains; thence running South sixty-four and one-half (64 1/2) degrees East four hundred and forty-one (441) feet to the westerly corner of the Cemetery wall built by said Smith and still in the same course following the southerly exterior sideline of said wall two hundred and nine and one-half (209 1/2) feet more to the southerly corner thereof; thence at a right angle North twenty-five and one-half (25 1/2) degrees East by the easterly exterior sideline of said wall two hundred and two and one-half (202 1/2) feet to the easterly corner thereof; thence at a right angle North sixty-four and one-half (64 1/2) degrees West by the northerly exterior line of said wall two hundred and nine and one-half (209 1/2) feet to the northerly corner thereof and still in the same course four hundred and sixty-five (465) feet to a point in said easterly line of said County road two hundred and three (203) feet distant from the granite monument first above-mentioned; thence by said County road line southwesterly two hundred and three (203) feet to said first mentioned monument with the buildings thereon reserving, excepting and excluding from this conveyance a lot sixty and one-half (60 1/2) feet square enclosed within the outer corners of four (4)

granite posts set in the ground by said Smith, said reserved lot being near the center of the enclosure surrounded by the cemetery wall aforesaid and containing in the middle thereof the tomb built by said Smith wherein his body and the bodies of his parents, children and wives repose.

Also reserving a suitable and sufficient right of way to and from said tomb over said granted premises from and to said County road through one of the two entrances left in the westerly wall of said cemetery for the lineal descendants of said Smith and all other persons who are or hereafter shall be entitled to visit said cemetery or tomb for burial and other lawful purposes so long as said tomb shall continue within said cemetery provided that whenever and so long as suitable and sufficient right of way to and from said tomb for such persons and purposes from and to Oak Street in said Deering through an entrance in such case to be made through the northerly wall of said Cemetery equal to either of two entrances now left in the westerly wall thereof shall be provided and maintained by said grantees, their heirs, representatives, successors or assigns then and during such period the right of way hereby reserved over the said granted premises from and to said County road shall be and remain in abeyance and no longer.

And when the right of way and entrance through said cemetery wall to and from said Oak Street shall have been provided according to the foregoing stipulations the two entrances through said westerly wall therefrom be closed and may remain closed as long as said last named right of way and entrance from Oak Street shall be maintained as if resaid and no longer.

This deed is made and accepted with the express agreement and subject to the condition that the cemetery wall aforesaid and the entrance aforesaid through the same shall be maintained in as good repair by the said grantees, their heirs, representatives, successors or assigns at their own expense as the said wall now is so long as said tomb shall continue within said cemetery. Also to the further condition and stipulation that no portion of said cemetery or area enclosed within said wall shall ever be sown or planted for crops or ploughed or in any way cultivated or used for agricultural purposes and that no building of any description shall be erected thereon so long as said tomb shall continue in said cemetery.

Being the same premises conveyed to St. Joseph's Convent and Hospital by Charles W. Goddard, et al. by deed dated October 25, 1882 and recorded in said Registry of Deeds in Book 494, Page 178.

PARCEL 4:

The following described real estate situate in said Deering, to wit: A certain lot of land with the buildings thereon bounded and described as follows, viz: Beginning at the northeasterly corner of a lot of land conveyed to John McDonnells by Francis O. J. Smith; thence easterly on Oak Street thirty-two (32) feet and six (6) inches; thence southerly holding the width of said thirty-two (32) feet and six (6) inches from the easterly sideline of said McDonnells land one hundred and eight (108) feet and five (5) inches; thence westerly to the southeast corner of said McDonnell's land; thence northerly one hundred and eight (108) feet and three (3) inches to the southerly sideline of Oak Street and to the point begun at. Also a certain lot of land in said Deering described as follows, viz: Commencing on Oak Street above-named on the westerly corner of the above-named lot; thence by said Oak Street thirty (30) feet and six (6) inches to a point; thence extending back holding to the width of thirty-two (32) feet and six (6) inches, one hundred and eight (108) feet and one (1) inch.

Being the same premises conveyed to Saint Joseph's Covent and Hospital by Timothy P. Linnehan by deed dated April 12, 1883 and recorded in said Registry of Deeds in Book 496, Page 71.

PARCEL 5:

A lot of land situated on the corner of Spring and Cherry Streets in Maple Grove in said Deering, being numbered sixteen as per plan of said Grove deposited in the office of the Register of Deeds for said County of Cumberland on the twenty-fourth day of October, 1865, said Grove being situated on the westerly side of Forest Avenue and on the southerly side of Oak Street. Said lot numbered sixteen commencing at the junction of Spring and Cherry Streets on the northerly side of Cherry Street and running in a northwesterly direction one hundred and thirty-one (131) feet to land owned formerly by F. O. J. Smith; thence in a southwesterly direction on the line of said Smith land one hundred forty-four (144) feet six (6) inches to the corner; thence in a southeasterly direction one hundred and thirty-one (131) feet on the line of said Smith land; thence in a northeasterly direction one hundred sixty-seven (167) feet to the first bounds mentioned. Said lot containing twenty thousand two hundred and eighty (20,280) square feet.

Also another lot of land situated on the northwest side of Cherry Street in said Maple Grove and numbered fifteen on said plan and bounded as follows: Commencing at the southeast corner of land now or formerly of A. T. Smith and running in a northwesterly direction on the line of said A. T. Smith land one hundred twenty-seven (127) feet and six (6) inches to land owned formerly by F. O. J. Smith; thence southwesterly on the line of said F. O. J. Smith land sixty-nine (69) feet; thence in a southeasterly direction on the line of lot numbered sixteen one hundred and thirty-one (131) feet to the head of Spring Street; thence on a line with Cherry Street sixty-nine (69) feet to the first bounds mentioned; said lot containing eight thousand nine hundred and one (8,901) square feet. Including herein all lands conveyed by Livonia W. Jaques to said Manns Boyce by deed dated October 3, A.D. 1889.

Being the same premises conveyed to St. Josephs Convent and Hospital by Manns Boyce by deed dated October 3, 1889 and recorded in said Registry of Deeds in Book 563, Page 275.

PARCEL 6:

A certain lot or parcel of land situated in Deering, County of Cumberland and State of Maine, bounded and described as follows: Beginning at the corner bounded by the southerly sideline of Oak Street and the easterly side of the Stevens Plains road, so-called; thence southerly along the easterly side of said Stevens Plains road seventy (70) feet and eight (8) inches; thence easterly one hundred (100) feet and nine (9) inches to land conveyed to John Bell by Francis O. J. Smith by his deed dated January 20, 1876 and recorded in Cumberland County Registry of Deeds, Book 426, Page 357 to a point in the westerly sideline of said Bell lot seventy (70) feet six (6) inches from the southerly sideline of said Oak Street, measuring from the most northwesterly corner of said Bell lot; thence by said Bell lot to said Oak Street; thence westerly by said southerly sideline of Oak Street one hundred nine (109) feet to the first bounds.

Being the same premises conveyed to St. Joseph's Convent and Hospital by the Roman Catholic Bishop of Portland by deed dated January 6, 1898 and recorded in said Registry of Deeds in Book 698, Page 426.

PARCEL 7:

A certain parcel of land situated in Deering, County of Cumberland, State of Maine, bounded and described as follows: Beginning on the southerly sideline of Oak Street one hundred nine (109) feet easterly from the corner formed by said southerly line and the easterly side of the Stevens Plains road, so-called and at the northeasterly corner of a parcel of land conveyed to Robert A. Bell by Royal E. Dean and another by deed dated November 27, 1878 and recorded in Cumberland County Registry of Deeds, Book 453, Page 347; thence southerly by the easterly line of said Bell lot and on the same line produced one hundred five (105) feet and nine (9) inches to a point, said point being ninety-six (96) feet and eight (8) inches easterly from said easterly side of said Stevens Plains road; thence easterly ninety-seven (97) feet six (6) inches to a point, which point is one hundred six (106) feet and four (4) inches from the said

southerly sideline of Oak Street; thence northerly to said southerly sideline of Oak Street to a point, which point is ninety-seven (97) feet six (6) inches easterly of the point begun at; thence westerly by said southerly sideline of Oak Street to the first mentioned point, being lots 16, 18 and 20 on a plan of said premises made by Charles H. Howe, surveyor, and being the same conveyed to John Bell by Francis O. J. Smith by his deed dated January 29, 1876 and recorded in said Registry of Deeds in Book 426, Page 357 and which was inherited from him with the buildings thereon.

Being the same premises conveyed to St. Joseph's Convent and Hospital by the Roman Catholic Bishop of Portland by deed dated January 11, 1898 and recorded in said Registry of Deeds in Book 698, Page 427.

PARCEL 8:

A certain lot or parcel of land situated in Portland, Maine, in the Deering District, so-called and being a portion of "Forest Home" so-called, bounded and described as follows, to wit: Beginning at a point on the east side of Stevens Avenue, so-called, which point is the southwest corner of land owned by St. Joseph's Convent and Hospital; thence running southwest along said Avenue a distance of two hundred (200) feet to a point; thence on a course of about South fifty-eight degrees, thirteen minutes East (S 58° 13' E) to a point opposite the southeast corner of land above mentioned as owned by said Convent and Hospital and at right angles with the south line of said land; thence Northeast to said southeast corner above-mentioned; thence northwesterly along the south line of the said line to the point begun at.

Being the same premises conveyed to St. Joseph's Convent and Hospital by James P. Baxter by deed dated March 10, 1908 and recorded in said Registry of Deeds in Book 821, Page 57.

PARCEL 9:

Land situated in Portland, Maine, in the Deering District, so-called, and being a portion of "Forest Home" so-called, bounded and described as follows, to wit: Beginning at the northeast corner of land conveyed by James P. Baxter to St. Joseph's Convent and Hospital by deed March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 57, thence from said corner running southwest along the easterly sideline of said land and along the easterly side of land conveyed by James P. Baxter to Roman Catholic Bishop of Portland by deed dated March 10, 1908, and recorded in said Registry, Book 821, Page 59, to the southeast corner of said last described land; thence southeast on a prolongation of the southerly line of said last mentioned land to a point on the westerly side of Forest Avenue, which point is four hundred (400) feet south measured on said avenue from land once belonging to the heirs of William Ewing or others, on said avenue, called Maple Grove; thence northwesterly along said avenue four hundred (400) feet to the land formerly of said Ewing or others; thence northwesterly along the southerly line of said Ewing's land and the land of others and northwest along the rear line of lots fronting on Holly Street, to the point of beginning, together with a right of way in common with said James P. Baxter, his heirs and assigns, in a strip of land thirty-three (33) feet wide adjoining the southerly sideline of said lot above described, and subject to a right of way reserved to said James P. Baxter, his heirs and assigns, in a similar strip of land thirty-three (33) feet wide lying on the northerly side of said southerly sideline.

Being the same premises conveyed to St. Joseph's Convent and Hospital by St. Elizabeth's Roman Catholic Asylum by deed dated August 20, 1941 and recorded in said Registry of Deeds in Book 1649, Page 160.

PARCEL 10:

A certain lot or parcel of land with any buildings thereon situated on the southerly side of Walton Street in said Portland, and bounded and described as follows, to wit:

Beginning on the most northeasterly corner of land now or formerly belonging to John Bell in the southerly sideline of Oak Street, now Walton Street; thence extending southerly by the easterly sideline of said Bell's land one hundred six (106) feet and four (4) inches; thence easterly forty-eight (48) feet nine (9) inches to a point one hundred six (106) feet seven (7) inches from said Oak Street, now Walton Street; thence to the southerly line of said street at a point forty-eight (48) nine (9) inches from the first bounds mentioned; thence to said first bounds, being all of Lot No. 22 and one-half of Lot No. 24 on a plan made C. H. Howe in June 1864 and being the second parcel conveyed to Ann R. Bramhall, et al. by Francis O. J. Smith by deed dated May 27, 1876, recorded in Cumberland County Registry of Deeds, Book 434, Page 201, the said Bramhall having conveyed her interest to Deane and Brooks by deed dated June 21, 1877, recorded in said Registry in Book 442, Page 316.

Also a certain lot or parcel of land with any buildings thereon situated on the easterly side of Stevens Avenue in said Portland and bounded and described as follows, to wit:

Beginning at a point on the east side of Stevens Avenue, so-called, which point is the southwest corner of land conveyed to St. Joseph's Convent and Hospital by James P. Baxter by deed dated March 10, 1908; thence running southwest along said Avenue a distance of two hundred (200) feet to a point; thence southeast along a line which, if extended through to Forest Avenue, would strike said Avenue at a point four hundred (400) feet south of the land on said Avenue once belonging to the heirs of William Ewing or others called Maple Grove, to a point in said line opposite the southeast corner of the land of the said Convent and Hospital, which point would be the prolongation of the easterly line of land conveyed to said St. Joseph's Convent & Hospital by said James P. Baxter by deed dated March 10, 1908; thence northeast along said prolongation to the southeast corner of said land conveyed to St. Joseph's Convent & Hospital by James P. Baxter by deed dated March 10, 1908; thence northwest along the south line of said land to the point begun at.

Together with a right of way and subject to a right of way as is more fully described in a deed from James P. Baxter to Roman Catholic Bishop of Portland dated March 10, 1908 and recorded in Cumberland County Registry of Deeds, Book 821, Page 59, to which deed and record thereof reference is hereby made for a more particular description of said right of way.

Also a certain lot or parcel of land with any buildings thereon situated on Holly Street in said Portland and bounded and described as follows, to wit:

Land and buildings situated in Maple Grove, so-called, in said Portland, being Lot No. 17 as per plan of said Grove, recorded in Cumberland County Registry of Deeds, Plan Book 2, Page 52, bounded and described as follows: Beginning at the northerly corner of said lot at the southwesterly corner of Holly Street, formerly Spring Street, on the westerly line of Fern Street, formerly Cherry Street, as delineated on said plan; thence southwest by land now or formerly of Rev. Parker Jaques one hundred forty-three (143) feet to land formerly of F. O. J. Smith; thence southeasterly on said Smith's land sixty-nine feet; thence northeasterly on Lot No. 18, one hundred thirty-seven (137) feet to said Holly Street; thence on said Street sixty-nine (69) feet to the first mentioned bounds, containing nine thousand six hundred sixty (9,660) feet.

Being the same premises conveyed to St. Joseph's Convent & Hospital by Roman Catholic Bishop of Portland by deed dated August 20, 1941 and recorded in said Registry of Deeds in Book 1652, Page 357.

PARCEL 11:

A certain lot or parcel of land, situated in said Portland on the westerly side of Forest Avenue and the southerly side of Holly Street, bounded and described as follows: Beginning at a point where the southerly sideline of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly on the westerly sideline of Forest Avenue one hundred (100) feet to a stake; thence northwesterly one hundred eighty-five (185) feet, more or less, to a stake and land formerly owned by P. H. Lennon; thence northeasterly along said land eighty-five (85) feet, more or less, to the southerly sideline of said Holly Street; thence by the said southerly sideline of said Holly Street southeasterly one hundred twenty-two (122) feet, more or less, to Forest Avenue and point of beginning, containing 13,000 square feet, more or less.

PARCEL 12:

Also another certain lot or parcel of land situated in said Portland on the westerly side of Forest Avenue, and bounded and described as follows: Beginning at a point on the westerly sideline of Forest Avenue one hundred (100) feet southerly from the point where the southerly sideline of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly along the westerly sideline of Forest Avenue, a distance of eighty-one and one-half (81 1/2) feet, more or less, to a stake; thence northwesterly one hundred seventy-four (174) feet, more or less, to the division line between said lot and land formerly owned by James P. Baxter; thence northwesterly by said land forty-nine (49) feet, more or less, to a stake; thence westerly by said land twenty-one (21) feet, more or less, to a stake; thence northeasterly along said land forty-seven (47) feet to a stake and the southerly sideline of Parcel 11; thence southeasterly by said Parcel 11, one hundred eighty-five (185) feet, more or less, to said Forest Avenue, and the point of beginning, containing 12,300 square feet, more or less.

PARCEL 13:

A certain lot or parcel of land situated on the westerly side of Forest Avenue, in said Portland, bounded and described as follows: Beginning at a point in the westerly sideline of Forest Avenue distant thereon southerly one hundred eighty-one and fifty-four hundredths (181.54) feet from its intersection with the southerly sideline of Holly Street; thence southerly by said westerly sideline of Forest Avenue, eighty-one and fifty-four hundredths (81.54) feet to a point; thence northwesterly by Parcel 14 hereof, eighty-seven (87) feet, more or less, to land formerly of James P. Baxter; thence northwesterly by said land, one hundred forty-seven (147) feet, more or less, by Parcel 12 hereof; thence by said Parcel 12 southeasterly, one hundred seventy-four (174) feet, more or less, to the point of beginning.

PARCEL 14:

A certain lot or parcel of land situated in said Portland, bounded and described as follows: Beginning at a point on the westerly sideline of Forest Avenue, two hundred sixty-three (263) feet, more or less, from the point where the southerly line of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly by the westerly sideline of Forest Avenue, eighty-one and one-half (81 1/2) feet, more or less, to an old wall at a point where the division line between said lot and land formerly owned by James P. Baxter intersects the westerly sideline of Forest Avenue; thence northwesterly along said division line, one hundred forty-seven (147) feet, more or less, to the southerly sideline of land devised to William L. Ewing being Parcel 13 hereof; thence along said Parcel 13, eighty-seven (87) feet, more or less, to the westerly sideline of Forest Avenue and the point of beginning.

PARCEL 15:

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Holly Street in said Portland, and bounded and described as follows: Beginning on said Holly Street at the northwesterly corner of lot numbered eighteen (18) as per a plan of "Maple Grove" recorded in the Cumberland County Registry of Deeds, October 24, 1865, and running in a southwesterly direction, one hundred thirty-seven (137) feet to land now or formerly of F. O. J. Smith; thence southeasterly on said Smith line, one hundred thirty-eight (138) feet to the westerly sideline of lot numbered twenty (20) as per said plan; thence in a northeasterly direction, one hundred thirty-seven (137) feet to said Holly Street; thence in a northwesterly direction on the line of said Holly Street, one hundred thirty-eight (138) feet to the first bounds. Containing eighteen thousand five hundred nine (18,509) square feet, more or less.

Excepting and reserving from the above-described premises, however, a certain lot or parcel of land conveyed by Bridget Kenney, as Administratrix of the Estate of Patrick Kenney, to Michael O'Connor by deed dated July 6, 1880 and recorded in Cumberland County Registry of Deeds, Book 459, Page 338, said described land being a triangular parcel measuring eight (8) feet on the street line and extending back to a point of intersection of the southeasterly corner of lot numbered nineteen (19) with the southwesterly corner of lot numbered twenty (20).

Being the same premises conveyed to St. Joseph's Convent and Hospital by Saint Joseph's Academy and College for Women by deed dated July 20, 1971 and recorded in said Registry of Deeds in Book 3181, Page 454 and re-recorded in Book 3205, Page 118.

PARCEL 16:

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Holly Street (formerly Spring Street) in the Deering District of said Portland, and bounded and described as follows:

Beginning on said Holly Street at the northwesterly corner of lot numbered eighteen (18) as per a plan of "Maple Grove" recorded in Cumberland County Registry of Deeds, October 24, 1865 and running in a southwesterly direction one hundred thirty-seven (137) feet to land now or formerly of F. O. J. Smith; thence southeasterly on said Smith line one hundred thirty-eight (138) feet to the westerly sideline of lot numbered twenty (20) as per said plan; thence in a northeasterly direction one hundred thirty-seven (137) feet to said Holly Street; thence in a northwesterly direction on the line of said Holly Street one hundred thirty-eight (138) feet to the first bounds. Containing eighteen thousand five hundred nine (18,509) square feet, more or less. The above described distances are more or less.

Excepting and reserving from the above-described premises, however, a certain lot or parcel of land conveyed by Bridget Kenney, as Administratrix of the Estate of Patrick Kenney, to Michael O'Connor by deed dated July 6, 1880 recorded in Cumberland County Registry of Deeds in Book 459, Page 338, said described land being a triangular parcel measuring eight (8) feet on the street line and extending back to the point of intersection of the southeasterly corner of lot numbered nineteen (19) with the southwesterly corner of lot numbered twenty (20).

Being the same premises conveyed to Saint Joseph's Convent and Hospital by Joseph W. Finney by deed dated July 13, 1977 and recorded in said Registry of Deeds in Book 4067, Page 310.

Excepting the following out sales:

1. Sale from Seller to Diocesan Bureau of Housing by deed dated July 21, 1971 and recorded in said Registry of Deeds in Book 31818, Page 458; and

2. Sale from Seller to Joseph W. Finney by deed dated July 13, 1977 and recorded in said Registry of Deeds in Book 4055, Page 45; and
3. Sale from Seller to Timothy A. Hoyt by deed dated December 8, 1986 and recorded in said Registry of Deeds in Book 7537, Page 256

RESERVING, to Grantor, its successors and assigns, Lot 1 (St. Catherine's Residence) as shown on the Subdivision Plan, which Lot is not hereby conveyed.

ALSO RESERVING, to Grantor, its successors and assigns, for the benefit of Lot 1, the following rights and easements:

1. A perpetual non-exclusive right and easement for access and utilities, and to pass and repass on foot and with vehicles at any and all times, over, under, across and through the 50' Access & Utility Easement located on Lot 3, as shown on the Subdivision Plan and identified thereon as "Easement 2", together with the right to use, maintain, repair, inspect and operate any existing utilities located in the 50' Access & Utility Easement currently serving Lot 1. Grantee shall maintain Easement 2 in good condition and repair, including reasonably free from ice and snow, at Grantee's sole cost, except to the extent that any such repair is caused by the intentional misconduct or willful violation of law by Grantor or its tenants, guests or invitees.
2. A perpetual non-exclusive right and easement over the Easements identified on the Subdivision Plan as "#6, Utility & Drainage Easement", and "#7 30' Drainage Easement", for drainage purposes referenced on the Subdivision Plan, as the same may be relocated by Grantee from time to time. Grantee shall have the right to connect to any such utilities or facilities, in the same manner as provided in Paragraph 4(b) of this deed.
3. A perpetual non-exclusive right and easement over the within-conveyed premises to use, maintain, repair, inspect and operate any existing utilities currently serving Lot 1, if any, provided, however, that Grantee shall have the right to relocate any such utilities in connection with its use and development of the within-conveyed premises and such utility service is not interrupted.

EXHIBIT B

(Attached to and forming a part of
Quitclaim Deed With Covenant from
St. Joseph's Convent and Hospital to
Sea Coast at Baxter Woods Associates, LLC)

PERMITTED EXCEPTIONS

The Premises conveyed hereby are conveyed subject to the following: (i) real estate taxes which are not yet due or payable; (ii) any encumbrances listed in Exhibit A to this deed or which exist of record in the Cumberland County Registry of Deeds as of June 16, 2014; (iii) that certain Lease Agreement between Grantor as landlord and McAuley Education Center d/b/a Catherine McAuley High School, dated as of December 31, 2014, and the rights of the tenant thereunder; (iv) customary public utility easements serving the Premises; and (v) any matter caused by, or arising from the actions of, Grantee, its agents or contractors, or anyone claiming by, through or under any of them.

Received
Recorded Register of Deeds
Dec 16, 2016 02:39:24P
Cumberland County
Nancy A. Lane

DECLARATION OF COVENANTS AND EASEMENTS

This Declaration of Covenants and Easements is made this 5th day of May, 2017, by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant has acquired certain property located at Stevens Avenue and Walton Street in Portland, Maine, more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant desires to provide for the use and improvement of certain Common Facilities, as hereafter defined, located or to be located on such property in accordance with a harmonious plan for its development, including utilities, rights-of-way, easements, and roads, all to assure that Owners of said Lots, their successors and assigns, shall benefit from the easements and covenants set forth herein; and

NOW, THEREFORE, Declarant hereby declares that all of the Lots, as hereafter defined (including Lot 1 only if hereafter acquired by Declarant) and all of the Common Facilities shall be held, occupied, improved, transferred, sold, leased and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, and the provisions for a lot owners association as set forth herein, all of which are declared to be in furtherance of a common scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a lot owners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots, to create mutual equitable servitudes upon each of the Lots in favor of each and all other Lots and to create reciprocal rights and those in privity of contract or estate between all persons acquiring or owning any interest in any portion of the property, including Declarant, and Declarant's grantees, successors and assigns, and shall be deemed to run with the land and be a burden and benefit to and enforceable by the Association and all such Lot Owners, including Declarant and Declarant's grantees, successors and assigns, all on the following terms and conditions:

ARTICLE 1. DECLARATION PURPOSES

Section 1.1. General Purposes: Declarant is the owner of certain real property located at Stevens Avenue and Walton Street in the City of Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof, and desires to create a planned development thereon. Declarant, at such time that Declarant acquires title to Lot 1, may add Lot 1 to this Declaration by recording a supplement to this Declaration stating that Lot 1 is subject to the terms and conditions of this Declaration. Declarant desires to subject the Lots to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Lots and each owner thereof. Declarant also desires to establish a lot owners association as a method for the administration, maintenance, preservation, use and enjoyment of the Common Facilities.

Section 1.2. Declaration: To further the general purposes herein expressed, Declarant, for itself and its successors and assigns, hereby declares that the Lots, whether or not referred to in any deed of conveyance of such Lots, at all times shall be held, transferred, used, sold, conveyed and occupied subject to and with the benefit of the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 2. DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration, and whether or not capitalized (unless the context indicates otherwise), shall have the following meanings:

"Association" shall mean the 605 Stevens Avenue Lot Owners Association, a Maine non-profit corporation with a place of business in Portland, Maine.

"Board" or "Board of Directors" shall mean the duly appointed or elected Board of Directors of the Association.

"Bylaws" shall mean the duly adopted bylaws of the Association, including any amendments thereto as may be adopted from time to time.

"Common Expenses" shall mean the actual and estimated expenses of operating the Association and constructing, installing, maintaining, repairing, replacing and upgrading from time to time the Common Facilities, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Bylaws of the Association.

"Common Facilities" shall mean all easements, roads, parking areas, utility lines and facilities and drainage facilities shown on the Plan or described in this Declaration that serve or benefit more than one Lot.

"Eligible Mortgage Holder" means the holder of record of a recorded first or second mortgage on a Lot or Unit which has delivered written notice to the Association stating its name and address, the name and address of the Owner, the identifying number of the Lot and if the Lot is a condominium the number of the Unit on which the mortgage is held, and that such mortgage is a recorded first or second mortgage.

"Investor Limited Partner" means 481 Maine and New Hampshire Housing Fund III Limited Partnership, a Maine limited partnership, in its capacity as investor limited partner of Motherhouse Associates LP, its successors and assigns.

"Lot" shall mean and refer to the individual lots indicated on the Plan.

"Mortgagee" shall mean the holder of a recorded mortgage or deed of trust on a Lot or a Unit.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot (or if any Lot is subjected to the condominium form of ownership, to any Unit in such condominium), but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plan" shall mean, collectively, that subdivision plan entitled "Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue & Walton Street, Portland, Maine", made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 433, as amended by the First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated April 10, 2017, and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 151, as amended from time to time and the Plan of Lot 3 Sectional Subdivision Plat Motherhouse-88 Units made for Motherhouse Associates LP by Titcomb Associates, dated June 24, 2015 recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 434, as amended by the First Amended Plan of Lot 3 Sectional Subdivision Plat Motherhouse-88 Units made for Motherhouse Associates LP by Titcomb Associates, dated April 10, 2017 recorded in the Cumberland County Registry of Deeds in Plan Book 217, Page 152.

"Project Documents" shall mean, collectively the Plan as approved by the City of Portland Planning Board, as amended from time to time including the submissions therewith, and all other governmental approvals relating to construction or use of improvements on the Properties, which include the parking management plan and the storm water operations and maintenance provisions set forth or referenced therein.

"Properties" shall mean and refer to the Lots and the easement rights and Common Facilities described herein.

"Proportionate Share" shall mean for each Lot, a fraction, the numerator of which is the square footage area of the buildings located on such Lot and the denominator of which is the total square footage area of the buildings located on all of the Lots, and shall mean for each Unit, a fraction, the numerator of which is the square footage area of the buildings that are part of the Unit (including its allocated interest in any buildings that are common elements of the condominium) and the denominator of which is the total square footage area of the buildings located on all of the Lots. The initial Proportionate Share of each Lot and Unit as of the date of this Declaration is set forth in Exhibit B hereto, and such Exhibit B shall be revised by the Association annually, as needed, in accordance with any changes to the square footage area of the buildings located on the Lots or in the Units. The total square footage of buildings in calculation of the Proportionate Share of each Lot or Unit will be estimated by the Association based on a certification of an architect or engineer retained by the Association.

"Unit" shall mean a unit in a condominium if a Lot is subject to the condominium form of ownership.

ARTICLE 3. PROPERTIES

Section 3.1. Properties: The Lots and Common Facilities which are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration are located in the City of Portland, County of Cumberland and State of Maine and shown on the Plan. Common Facilities located on a Lot or Unit shall be owned by the Owner of such Lot or Unit but shall be subject to the rights, easements, terms and conditions of this Declaration. The interests in the Common Facilities cannot be separated from the associated Lot or Unit.

ARTICLE 4. GENERAL RESTRICTIONS

Section 4.1. Utility Lines: All Common Facilities located on any Lot shall be constructed, maintained, repaired and replaced in compliance with all applicable federal, state and local laws, regulation, ordinances, permits and approvals. The Association shall have access to each of the Lots for purposes of constructing, installing, maintaining, repairing and replacing the Common Facilities.

Section 4.2. Rules and Regulations: In order to ensure the peaceful and orderly use and enjoyment of the Common Facilities, the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the use, maintenance and protection of the Common Facilities, as reasonably necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration.

Section 4.3. National Park Service Standards. Declarant, for itself and the Association, acknowledges that (i) Unit 1 of 605 Stevens Avenue Condominium, i.e., the Motherhouse Building, on Lot 3, will be rehabilitated according to the United States Department of Interior, National Park Service's historic rehabilitation standards (the "NPS Standards"), allowing the owner of such Unit 1 to claim federal and state historic rehabilitation tax credits, and (ii) that Unit 1 and the other structures on Lot 3 and a portion of Lot 4 are functionally related historically and are part of an historic district. Accordingly, the

Declarant, for itself, the Owners and the Association, hereby declares and agrees that for a period of five (5) years after the completion of the initial rehabilitation of Unit 1, all construction, installation, maintenance, repair, replacement and upgrading of the Common Facilities, all demolition or work on the buildings or construction on Lot 3, and all construction and work on the portion of Lot 4 that is part of the historic district undertaken shall comply in all respects with any applicable provisions of the NPS Standards, and the Owner of said Unit 1 shall have the right to compel all such construction, maintenance, repair, replacement and upgrading of the Common Facilities, all such demolition or work on the buildings or construction on Lot 3 and all such construction or work on the portion of Lot 4 that is part of the historic district be done in accordance with applicable NPS standards in order to avoid any recapture of such tax credits. If the Owner of Unit 1 becomes aware of any proposed construction, installation, maintenance, repair, replacement and upgrading of the Common Facilities, any proposed demolition or work on the buildings or construction on Lot 3 or any proposed construction or work on the portion of Lot 4 that is part of the historic district that would be in violation of the provisions of this Section, it shall give prompt notice to Declarant, the Owners and the Association of such non-compliance and may take all actions necessary to ensure compliance with the NPS Standards and prevent recapture of the federal and state historic rehabilitation tax credits. The Owners of Lots, the Owners of Units 2 and 3 on Lot 3 and the Declarant agree to indemnify and hold harmless the Owner of Unit 1 from any damage incurred by the Owner of Unit 1 due to their failure to comply with these standards.

Section 4.4. Use Restrictions. Each Owner covenants and agrees that no noxious activity shall be carried on any Lot, nor shall anything to be done or kept on any Lot which is a public or private nuisance. The following uses will not now or hereafter be permitted in any portion of any Lot: (i) gambling, betting, gaming or anything similar thereto, (ii) a liquor store, (iii) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); adult oriented products or entertainment, (iv) a tanning salon, massage or tattoo parlor, (v) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (vi) the sale of fireworks, except as an incidental part of another primary business; (vii) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (viii) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (ix) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (x) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xi) bail bond services of any kind, or any activities of a bail bond agent; (xii) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC, as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization.); (xiii) the sale, distribution, or manufacture of any type of drug paraphernalia; (xiv) any use that would unreasonably increase the rate of casualty insurance upon any Lot or the Property, or (xv) any use that would cause the cancellation of any insurance policy on any Lot or the Property and prevent the replacement of said policy on commercially reasonable terms.

ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION; ASSOCIATION PURPOSE AND POWERS

Section 5.1. Members: Each Owner shall by virtue of, and during, its ownership of a Lot or Unit, be a member of the Association. Association membership shall be appurtenant to each Lot and may not be separated from Lot ownership.

Section 5.2. Voting: Each Owner (or their designee) shall be entitled to vote the number of votes equal to the Proportionate Share allocated hereunder to the Lot times 100, provided, however, that each Owner shall have at least 1 vote. A simple majority in interest of the members of the Association shall constitute a quorum for any meeting of the Association, and a simple majority of the members present at a meeting may take any action; provided, however, that amendments to this Declaration may be adopted only in accordance with the provisions of Article 9 hereof. Other provisions for the operations of the Association shall be set forth in any By-Laws adopted by the Association.

Section 5.3. Association's Obligations: The Association shall construct, install, operate, maintain, repair, and replace the Common Facilities in accordance with this Declaration and all applicable laws, codes, ordinances, regulations, and governmental permits and approvals and the Project Documents. The Association shall make appropriate arrangements for the timely construction, installation, management, operation, maintenance, snow removal, salting and sanding, repair, resurfacing, repaving and replacement, as necessary, of the Common Facilities. The Association will preserve and maintain for the common benefit of the Lot Owners all of the Common Facilities, keep the same in good and order and repair and comply with and enforce the provisions of this Declaration. The Association shall be responsible for implementing the Project Documents. The Association may purchase liability insurance (or shall otherwise ensure that sufficient liability insurance is secured and maintained for the benefit of the Association, the Lot Owners and the Owners of any Units on the Lots) in amounts as approved by the Owners each year to protect the Association, Lot Owners, the Owners of any Units on the Lots and the Mortgagees from claims for property damage and personal injury caused by, resulting from or arising out of the Association's construction, installation, administration, operation, maintenance, repair and replacement of the Common Facilities and any improvements thereto. The Association shall pay in a timely fashion all expenses necessary or incidental to the performance of its functions and responsibilities.

So long MaineHousing is a Mortgagee, (a) all insurance must comply with MaineHousing's insurance requirements and must be reviewed and approved by MaineHousing in accordance with said requirements, (b) MaineHousing and its successors and assigns must be added as an "Additional Insured" on all liability insurance coverage and added as a "Mortgagee" and "Loss Payee" on all other insurance coverage obtained by the Association, (c) MaineHousing must receive a certificate or memoranda of insurance, as applicable, and a copy of all such insurance policies, (d) the Association must obtain and maintain directors and officers liability and fidelity or employee dishonesty coverage on the members of the board of directors of the Association and any managing agent, and (e) in the event of a notice of cancellation or cancellation of insurance obtained by the Association, MaineHousing shall have the right, but not the obligation, to pay the premiums to maintain the coverage or obtain alternative coverage to protect its interests.

If the Association fails to comply with its obligation to construct, install, maintain, replace or repair any part of the Common Facilities as specified in this Declaration, within a reasonable time after the Owner of requests that such required construction, installation, maintenance, replacement or repair be performed by the Association, not to exceed sixty (60) days, then such Owner shall have the right to perform the required construction, installation, maintenance, replacement or repair, provided that no work done by an Owner shall impair or cause damage to any improvements located on another Lot. Any Owner may at any time commission an engineer's report regarding the necessity or advisability of such construction, installation, maintenance, replacement or repair, and may present that report to the Association. If the Owner has performed such construction, installation, maintenance, replacement or repair pursuant to this paragraph, the Owner may seek reimbursement from the Association as an Association expense for any portion of any expense so incurred by the Owner, the cost of which would not have been allocated to such Owner. If, after a reasonable time, not to exceed sixty (60) days, an Owner is not satisfied with or disagrees with the Association's response, such Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to the dispute resolution process in accordance with Section 10.4 of this Declaration. The expenses of such

dispute resolution process shall be an Association expense. If the arbitrator finds in favor of the Owner that commissioned the engineering report, the expense of such report shall be an Association expense. Otherwise, such expense shall be borne by said Owner.

Section 5.4. Directors; Officers: Each Owner shall designate one person who shall represent it on the Board of Directors of the Association. The Association shall elect officers who shall be responsible for the performance of the duties of the Association.

Section 5.5. Powers: The Association shall be the governing body for all the Owners with respect to the administration, maintenance, repair, and replacement of the Common Facilities as provided by this Declaration. The Association shall have all powers provided to the Association hereunder, including, but not limited to, the power to: (a) adopt and amend bylaws and rules and regulations; (b) adopt and amend budgets for revenues, and expenditures and collect assessments from Owners; (c) hire and terminate managing agents and other employees, agents and independent contractors; (d) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association; (e) make contracts and incur liabilities; (f) regulate and use, maintenance, repair, replacement and modification of the Common Facilities; (g) cause additional improvements to be made as part of the Common Facilities; (h) impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association; (i) impose reasonable charges for the preparation and recording of amendments to the Declaration; (j) provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance; (k) assign its right to future income for purposes of the Association with the prior approval of all Owners and Eligible Mortgage Holders; (l) exercise any other powers conferred by the Declaration or Bylaws; (m) exercise any other powers necessary and proper for the governance and operation of the Association; (n) grant easements, leases, licenses and concessions through or over the Common Facilities with the prior approval of all Owners and Eligible Mortgage Holders and any such easements, leases, licenses and concessions shall not interfere with the rights of the Owners in such Common Facilities; and (o) enforce compliance with this Declaration, the Plan and the Project Documents.

ARTICLE 6. EASEMENT RIGHTS IN THE PROPERTIES AND OBLIGATIONS OF THE ASSOCIATION WITH RESPECT THERETO

Section 6.1. Grant and Reservation of Easements: The following Lots shall be conveyed subject to and together with the benefit of the perpetual rights and easements (with the numbering and location of such easement areas to be as shown on the Plan and on the plan attached hereto as Exhibit C) described as follows:

Easement #1 (Parking and Access Easement located on Lot 2): Lot 2 shall be subject to the perpetual right and easement to use the parking spaces located on Lot 2, as shown on the Plan, for the parking of vehicles, in the area shown as Easement #1 (Parking and Access Easement) on the Plan, for the benefit of Lots 1, and 4, in common with Lot 2. The Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement #1 parking area. Notwithstanding any other provision of this Declaration, the expenses and costs of construction, maintenance, repair and improvement of said Easement #1 shall be borne solely by the Owners of Lots 1, 2 and 4.

Easement #2 & Easement #3 and Easement #8 (50' Access, Utility and Drainage Easements located on Lot 3 leading to and from Walton Street and to and from Stevens Avenue): Lot 3 shall be subject to the perpetual right and easement to use the areas shown as Easement 2 (50' Access & Utility Easement) and

Easement 3 (50' Access & Utility Easement) and Easement 8 (50' Access & Utility Easement) on the Plan, for the benefit of Lots 1, 2, and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to pass and repass on foot and with vehicles at any and all times from Walton Street to Lots 1, 2, and 4, in common with Lot 3, together with the right to enter from time to time within said easement areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such easement areas.

b. Utilities; Signs: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over Easements 2, 3 and 8 for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances (but excluding any hazardous, illegal or harmful substances and liquids) together with the right at all times to make connection with all of said facilities to land adjoining the premises. Together with the right to maintain, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances, in all existing locations, even if not part of the areas shown as Easement 2 and Easement 3 and Easement 8, of existing utilities lines, conduits, pipes, mains, poles and wires.

c. Drainage: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to enter such easement areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the any part of the property described in Exhibit A, and to flow and direct water into such easement areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement areas and to work, fill, excavate, tunnel, and/or trench within such easement areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #4 (Access, Parking, Utility and Drainage Easement located on Lot 3 between Stevens Avenue and Easement #2): Lot 3 shall be subject to the perpetual rights and easements to use the area shown as Easement #4 on the Plan, for the benefit of Lots 1, 2 and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #4, to pass and repass on foot and with vehicles, at any and all times together with the right to enter from time to time within said easement area to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over Easement #4.

b. Utilities; signs: Together with the perpetual right and easement, over Easement #4, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement #4, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to any part of the property described in Exhibit A, and to flow and direct water into such easement area.

d. Landscaping: Together with the perpetual right and easement, over Easement #4, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

f. Parking: Notwithstanding any other provision of this Declaration, the parking spaces located on Lot 3 shall be used, allocated and assigned as described in Section 6.1A of this Declaration and the easements set forth herein shall not interfere with the rights described in Section 6.1A of this Declaration to use the parking spaces for the parking of vehicles, in the parking spaces as shown on the Plan along the sides of the area shown as Easement #4 on the Plan, and the expenses and costs of construction, maintenance, repair and improvement of the parking spaces on said Easement #4 shall be borne solely by the Owner of the Units located on Lot 3 as limited common expenses as set forth in the Declaration of Condominium relating to such Units.

Easement #5 (Access, Utility & Drainage Easement located on Lot 1): Lot 1 is subject to the perpetual rights and easements to use the area shown as Easement #5 located on Lot 1 as shown on the Plan, for the benefit of Lots 2, 3, and 4, in common with Lot 1, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #5, to pass and repass on foot and with vehicles, but with vehicles solely for maintenance and for emergency access purposes, at any and all times together with the right to enter from time to time within said easement area to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such easement area.

b. Utilities; signs: Together with the perpetual right and easement, over Easement #5, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power,

transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement #5, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Exhibit A, and to flow and direct water into such easement area.

d. Landscaping: Together with the perpetual right and easement, over Easement #5, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #6 (Utility and Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement 6 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Utilities; signs: Together with the perpetual right and easement, over Easement 6, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Drainage: Together with the perpetual right and easement, over Easement 6, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 3, and to flow and direct water into such easement area.

c. Landscaping: Together with the perpetual right and easement, over Easement 6, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #7 (30' Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement #7 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Drainage: Together with the perpetual right and easement, over Easement #7, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove underground drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 3, and to flow and direct water into such easement area, together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #9 (Utility easement located on Lot 3): Lot 3 is subject to the perpetual rights and easements to use the area shown as Easement #9 located on Lot 3 as shown on the Plan, for the benefit of Lots 1, 2 and 4, in common with Lot 3, for the following described purposes:

a. Utilities: The perpetual right and easement, over Easement 9, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #10 (Utility easement located on Lot 2): Lot 2 is subject to the perpetual rights and easements to use the area shown as Easement #10 located on Lot 2 as shown on the Plan, for the benefit of Lot 3, in common with Lot 2, for the following described purposes:

a. Utilities: The perpetual right and easement, over Easement 10, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or

below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances or liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Notwithstanding the foregoing provisions creating easements with respect to Easements 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, the Owner of a Lot encumbered by any such easements shall have the right to relocate at its expense, such easement areas and all utilities, drainage facilities and parking spaces and other Common Facilities located in such easement areas to another location, provided that the same are replaced with comparable facilities for the substantially similar benefit of the other Lots as provided herein.

Other Existing Utilities: Lot 2 shall be subject to an easement for the benefit of Lot 3, at the expense of the Owners of the Units located on Lot 3, to maintain, repair and replace the existing overhead power line in its existing location, subject to the right of the Owner of Lot 2 to relocate such line at any time at its expense.

Section 6.1A. Parking on Lot 3. The 76 parking spaces on Lot 3 shall be allocated and assigned as follows: 73 of the parking spaces shall be allocated and assigned as limited common elements to Unit 1 (the Motherhouse) of the 605 Stevens Avenue Condominium for the sole use of the residential tenants of the Owner of said Unit 1, and 3 of the parking spaces shall be allocated and assigned as limited common elements to Unit 2 (the Smith Wing) of the 605 Stevens Avenue Condominium for the sole use of the Owner of said Unit 2, its successors and assigns. No other Lot Owner or Unit Owner shall have any rights in such parking spaces.

Section 6.2. Members' Easement Enjoyment: Subject to the provisions of this Declaration, every Lot Owner shall have the right and easement of enjoyment in and to the Common Facilities in common with other Owners and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Project Documents and the provisions of this Declaration.

None of the easements or rights granted or reserved under this Declaration or the use thereof shall unreasonably interfere with any Owner's use and enjoyment of the Owner's Lot or Unit.

Section 6.3. Obligation of the Association with Respect to Common Facilities: The Association will preserve and maintain for the common benefit of the Owners all of the Common Facilities, keep the same in good and sightly appearance, and comply with and enforce the provisions of this Declaration.

Section 6.4. No Implied Obligations: Nothing in this Declaration shall give rise to any affirmative or implied obligation or duty on the part of the Declarant except as expressly set forth herein.

Section 6.5. Lots Subject to Right of Entry: Each Lot is subject to the right of the Association or its agents to enter thereon at all reasonable times and upon reasonable notice, or in the case of an emergency without notice, for the purpose of performing maintenance or repairs to the Common Facilities or for carrying out any of the rights or duties of the Association. Other than in the event of an emergency, reasonable advance notice (not less than 24 hours or longer period required by applicable law) must also be given to the residential rental tenants in Unit 1 on Lot 3 before entering a tenant's unit and entry should be at a reasonably convenient time for the tenants to the extent possible.

Section 6.6. Maintenance of Stormwater Facilities: The Association shall be obligated to maintain and repair all stormwater drainage facilities located on the easement areas as part of the Common Facilities.

ARTICLE 7. ASSESSMENTS FOR COMMON EXPENSES

Section 7.1. Assessments: Each Owner of a Lot or Unit by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall pay to the Association annual and special assessments as set forth below:

(a) Annual assessments or charges. An annual budget shall be prepared by the Association. The Proportionate Share of Common Expenses in the budget shall be prorated for each Lot and each Unit so that each Owner shall pay annually to the Association, or its authorized representative, its Proportionate Share of the Common Expenses. The Association shall fix the amount of the annual assessment (for the fiscal year determined by the Association) against each Lot and each Unit at least thirty (30) days in advance of each annual assessment period. Written notice shall be sent to every Owner subject thereto, which notice shall include the budget and the Association's calculations of every Owner's Proportionate Share of Common Expenses. Such written notice shall also be delivered to every Mortgagee who has requested that written notice of any assessment be provided to such Mortgagee.

(b) Special assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, or major replacement of the improvements to the Common Facilities; provided that any such supplemental assessment shall have the consent of two-thirds (2/3) in interest vote (determined in accordance with the Proportionate Shares) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, an Owner shall be liable for the expense of repair or replacement of any damage to the Common Facilities or to another Lot or the improvements thereon caused by such Owner's act (including damage caused by construction activity in excess of ordinary wear and tear), neglect or carelessness, or such Owner's contractors.

Section 7.2 Payment Dates: The due dates (whether annual or monthly) of all assessments shall be established by the Association. Assessments and other proper charges authorized and billed by the Association shall be a charge on the Lot or the Unit if a Lot is a condominium and shall be a continuing lien upon the Lot or the Unit upon which such assessment is made. If the assessment to an Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot or the Unit (if the Lot is a condominium) owned by the delinquent Owner which lien shall bind such Lot or Unit, with the buildings and improvements thereon as well as the delinquent Owner and its heirs, devisees, successors, personal representatives and assigns.

Section 7.3. Liens: Assessment liens may be enforced in the same manner as assessments against condominium units provided in the Maine statutes, as the same may be amended. All such charges, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot or the Unit (if the Lot is a condominium) so assessed at the time of the assessment. If the Association determines that a lien is uncollectible, the amount of the assessment lien shall be assessed against all Lots or Units for Lots that are condominiums in the next annual assessment thereafter based on each Owner's Proportionate Share of Common Expenses. Without limitation of the foregoing, each Owner shall be bound by the following provisions:

(a) The Association has a lien on a Lot or Unit for any assessment levied against that Lot or Unit from the time the assessment becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a Lot or a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second lien mortgage and any restrictive covenants with priority over such first and second lien mortgages recorded before or after the date on which the assessment sought to be enforced becomes delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against a Lot or Unit. The lien under this section is not subject to the provisions of Title 14, section 4651 and Title 18-A, Part 2, as they or their equivalents may be amended or modified from time to time.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 3 years after the full amount of the assessments become due.

(e) This section does not prohibit actions to recover sums for which this Declaration creates a lien, or to prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action or suit brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

(g) Each Owner shall be deemed to have waived any objection or right of contest with respect to any invoice from the Association to the Owner for any assessment under this Declaration if not objected to in writing by the Owner within 60 days after the date the invoice is sent or if a civil action to contest the assessment is not commenced within one year after the date the invoice is sent.

(h) The Association shall furnish to an Owner and any Mortgagee upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against its Lot or Unit.

(i) To the extent that the assessments and other income collected during the preceding year is more or less than the expenditures for such year, the surplus or deficit, as the case may be, shall be taken into account in establishing the budget and determining the assessments in the current year such that the assessments will be credited to the extent of the surplus from the preceding year and the assessments will be increased to the extent of the deficit from the preceding year, any such credits or increases to the Owners to be equal to such Owner's Proportionate Share.

Section 7.4. Notwithstanding anything to the contrary contained in this Declaration, for a Lot that is a condominium, (a) separate assessments shall be made against each Unit that is part of the Lot based on each Unit's respective Proportionate Share rather than an assessment against the Lot, and (b) any delinquency or lien for nonpayment of any assessments shall be limited to the Unit(s) that do not timely pay the assessment against such Unit(s) rather than against the entire Lot. The Owner of a Unit shall not be responsible or liable for the Proportionate Share of Common Expenses of or other assessments against any other Units or the Lot (except the Proportionate Share of the Unit of such Owner) or for any expenses to repair or replace any damage caused by the Owners of other Units or their agents, and the Owner's Unit shall not be subject to any lien for the delinquencies or defaults of the Owners of other Units or for damage caused by the Owners of other Units or their agents; provided that, the Owner and its Mortgagees shall have the right, but not the

obligation, to cure the delinquencies or defaults of and to pay the damages caused by other Unit Owners.

ARTICLE 8. MORTGAGES OF LOTS; RIGHTS OF MORTGAGEES

Section 8.1. Right to Mortgage: Each Owner shall have the right to mortgage or encumber his own respective Lot or Unit. An Owner who mortgages his Lot or Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s) and shall file a conformed copy of the note and mortgage or copy of the executed note and recorded mortgage with the Board.

Section 8.2. Mortgage Foreclosure: Any Eligible Mortgage Holder that obtains title to the Lot or Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Lot or Unit free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Lot or Unit which accrue prior to the acquisition of title to such Lot or Unit by the Eligible Mortgage Holder, other than the Proportionate Share of the Common Expenses which become due and payable from and after the date on which the Eligible Mortgage Holder shall acquire title to the Lot or Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 8.3. Notices to Eligible Mortgage Holder: The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder of the following proposed actions either within a reasonable period, but not less than thirty (30) days, prior to the taking of any of such proposed actions or at the time that notice thereof is given to Owners unless a longer period of time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Common Facilities; (2) notice of any default or delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Lot or Unit subject to a mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment of such an Owner of any obligation under this Declaration, the Bylaws or any rules and regulations of the Association, which delinquency or other default continues for a period of thirty (30) days, to the Eligible Mortgage Holder of the mortgage to which such Owner's Lot or Unit is subject, and such Eligible Mortgage Holder shall have at least sixty (60) days from the date such notice is sent to such Eligible Mortgage Holder to cure such delinquency or default; (3) expiration, cancellation or material modification of any insurance maintained by the Association; (4) meetings of the Association and Board of Directors to adopt the budget on which annual assessments are made and any special assessments; (5) adoption or modification of any rules or regulations; (6) termination of the Association or this Declaration; and (7) any proposed action which would require the consent of Eligible Mortgage Holders or a specified percentage thereof pursuant to this Declaration. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year.

Section 8.4. Mortgagee Approval Rights: For purposes of this Section, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Lot or Unit (if a Lot is a condominium) on which a mortgage is held. The written consent or approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders affected by such amendments shall be required to add or amend any material provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following matters: (i) voting; (ii) assessments, assessment liens or subordination of such liens; or (iii) changes in responsibility for maintenance and repair of the Common Facilities or the addition, annexation or contraction of the Common Facilities or the addition, annexation or withdrawal of Common Facilities to or from the properties except as provided herein. An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purposes of correcting technical errors. An Eligible Mortgage Holder who received written request to approve any additions or amendments which do not constitute either a material change to the Declaration or Bylaws or any amendment described in the preceding paragraph hereof who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

ARTICLE 9. AMENDMENT

This Declaration may be amended as follows: (a) Prior to the conveyance of any Lot by the Declarant to a Lot Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate; and (b) After the conveyance of any Lot by the Declarant to a Lot Owner other than as security for an obligation, this Declaration may be amended from time to time by Supplemental Declarations duly executed by the Association pursuant to a 75% in interest vote of the Owners allocated in accordance with their Proportionate Shares and with there being a total of 100 votes, provided, however, that no amendment shall modify, terminate or adversely affect any of the easement and easement rights set forth herein without approval in writing recorded in the Cumberland County Registry of Deeds of 100% of the Owners. Any amendment shall not become effective until the recording of such amendment in the Cumberland County Registry of Deeds.

Notwithstanding anything to the contrary contained in this Declaration or the By-laws, (a) for as long as any Eligible Mortgage Holder holds a recorded first mortgage on any Lot or Unit, no amendment to this Declaration or the By-laws and no adoption or modification of any rules or regulations that affect the rights or obligations of such Lot or Unit or the Owner thereof, including without limitation those set forth in Section 8.4 above, shall be valid unless such Eligible Mortgage Holder consents thereto, and (b) for as long as the Investor Limited Partner is a limited partner in Motherhouse Associates LP, a Maine limited partnership, no amendment to this Declaration or the By-laws and no adoption or modification of any rules or regulations that affect the rights or obligations of Lot 3 or Unit 1 or the Owner thereof, including without limitation those set forth in Section 8.4 above, shall be valid unless such Investor Limited Partner consents thereto.

ARTICLE 10. GENERAL PROVISIONS

Section 10.1. Covenants to Run with Land: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective successors and assigns.

Section 10.2. Notices: Any notice sent or required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly given when hand-delivered or sent by United States mail, postage prepaid, or if such notice is a default notice or a lien, sent by registered or certified mail, return receipt requested and postage prepaid, to the last known address of the person provided by the person in writing to the Association, or if no such address is provided and the person is an Owner, the address of the Unit or Lot of such Owner. Each Owner shall provide to the Association and the other Owners notice in writing of any change of ownership of such Owner's Lot or Unit and the new Owner's current address.. The initial address for the Declarant and Association shall be:

605 Stevens Avenue Lot Owners Association
c/o Ocean View Management Company
20 Blueberry Lane
Falmouth, ME

Section 10.3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction brought by Declarant, any Lot Owner or the Association. Such action may include, but is not limited to, an action to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Such action may seek any remedy available at law or in equity including specific performance. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereinafter.

Section 10.4. Dispute Resolution: (a) **Deadlock**. In the event of a deadlock with respect to any proposed action of the Association, the taking or failing to take of which might have a material effect on the Association, or in the event of any dispute between either the Declarant or any Lot owner on the one hand, and the Association or any other Lot Owners, on the other hand, that such parties are unable to resolve by themselves, such deadlocked matters or disputes (referred to collectively herein as "Disputes") shall be dealt with as provided in this Section.

(b) **Mediation**. The parties shall first attempt to resolve Disputes through mediation. Within ten (10) days of the date on which the Dispute first becomes apparent, the parties shall select a mutually acceptable mediator. The mediator shall select the procedure to be employed, provided that the parties to the Dispute are treated equally. In the event the parties are unable to resolve the Dispute after good faith attempts through mediation, or in the event the parties are unable to agree on a mediator, arbitration shall be employed as provided in subsection (c) below.

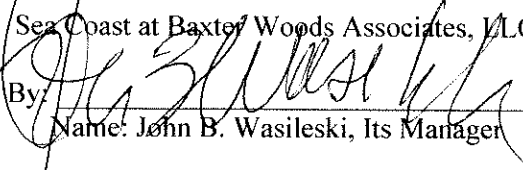
(c) **Arbitration**. Within ten days of the date of the last unsuccessful mediation session pursuant to subsection (b) above, the parties shall select an arbitrator to resolve the Dispute. If the parties are unable to agree on a choice for the arbitrator, each party to the Dispute shall select an arbitrator, and the two arbitrators so selected shall appoint a third arbitrator, and the three arbitrators so selected shall proceed to hear and decide the Dispute. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. In no event shall it demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Section 10.5. Beneficiaries of Easements, Rights and Privileges: The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, Declarant, the Association, the Owners and Mortgagees; but the same are not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

IN WITNESS WHEREOF, the said Sea Coast at Baxter Woods Associates, LLC, has caused this instrument to be signed and sealed in its limited liability company name by John B. Wasileski, its Manager, thereunto duly authorized, this 5th day of May, 2017.

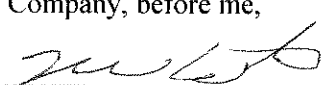
WITNESS:

See Iler

Sea Coast at Baxter Woods Associates, LLC
By: 
Name: John B. Wasileski, Its Manager
May 5, 2017

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

Then personally appeared the above named John B. Wasileski, Manager of said Limited Liability Company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in her said capacity and the free act and deed of said Limited Liability Company, before me,



Attorney at Law/Notary Public
Ronald Eyster

Exhibit A

Certain lots or parcels of land together with all buildings and improvements thereon located in the City of Portland, County of Cumberland and State of Maine, being Lot #2, Lot #3 and Lot #4 as shown on the Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 433, as amended by the First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated April 10, 2017, and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 151.

Exhibit B

Initial Proportionate Share of each Lot and Unit

Lot 2: $68,522/187,707$ or 36.50%

Lot 3: $119,185/187,707$ or 63.50%

Condominium Unit 1: 79.30% of the percentage allocated to Lot 3

Condominium Unit 2: 16.40% of the percentage allocated to Lot 3

Condominium Unit 3: 4.30% of the percentage allocated to Lot 3.

Lot 4: 0

Exhibit C
(Plan of Easements)

For the dimensions and locations of the easements, see First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated March 16, 2017, see also the rights, easements and covenants set forth in the Declaration of Covenants and Easements, both to be recorded in the Cumberland County Registry of Deeds

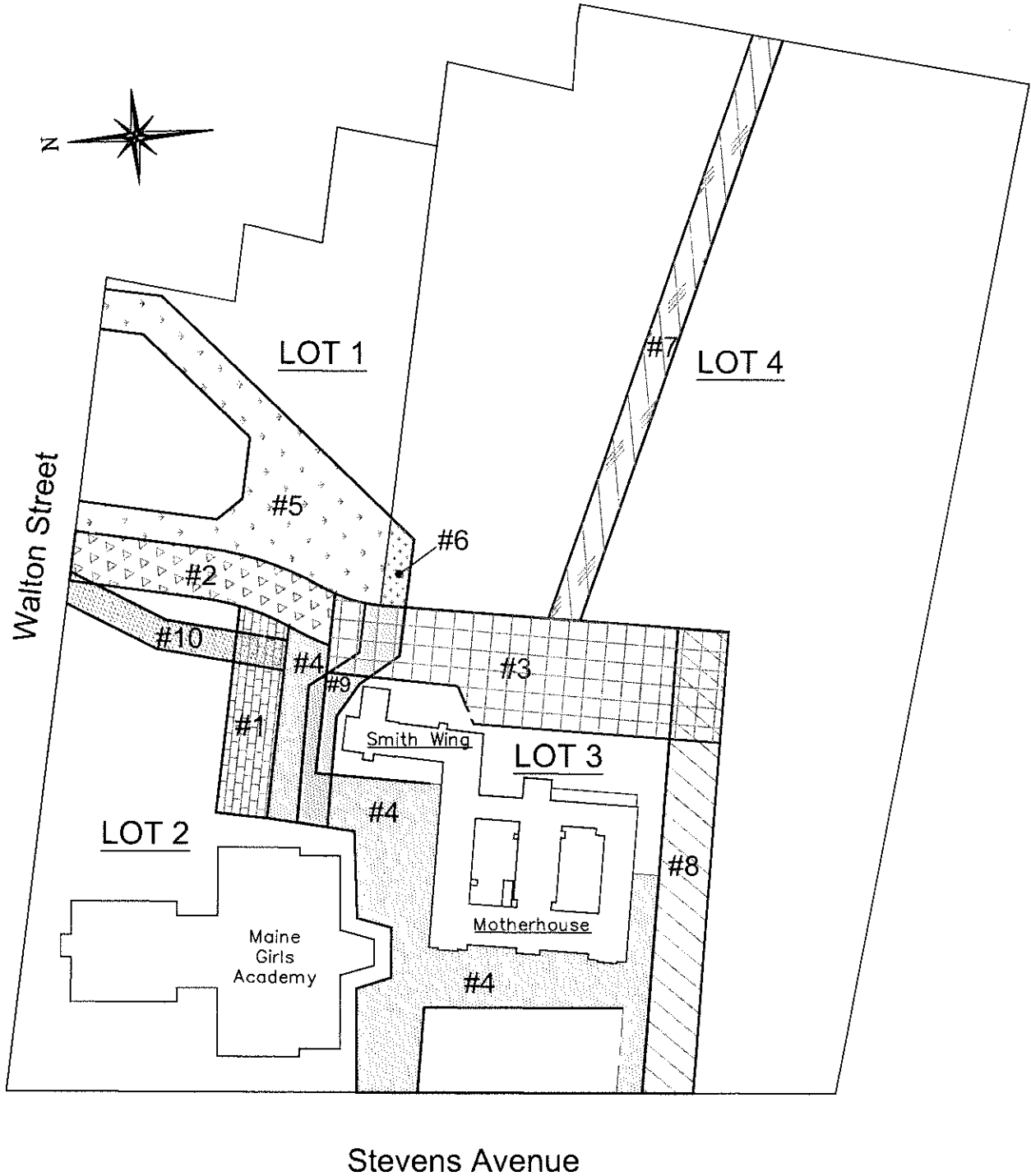



Exhibit A-Easement Locations

JOB# 202096	DATE: April 19, 2017	 <p>Titcomb Associates 133 Gray Road, Falmouth, Maine 04105 (207)797-9199 www.titcombsurvey.com</p>
	SCALE: 1"=150'	
DWG: Exhibit A		