

FEATURES AND AMENITIES

79 Clinton St, Portland

Square Footage: 3,158

Style: New Englander (3 Unit)

Bedrooms: 5

Baths: 3

Lot Size: .08 acre

Year Built: 1925

Updates to Building

2019

- Updated and removed old knob and tube electrical wiring.
- Made the building an official 3-unit building.
- Installed a sprinkler system throughout the building per City of Portland building code.
- Excavated a new water line for the sprinkler system.
- Added heat in hallways to prevent pipes from freezing.

2022

- Had a pipe burst in unit #2, causing minimal water damage to ceilings. The damage was caught and fixed immediately, with work starting the same day.

2023

- Replaced water tank.
- Completed exterior dental/soffit work and painted the building to preserve the stucco.

2023

- Repaired the front second-floor porch, including replacing banisters and the old wood.

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal N/A Unknown
 Drilled Dug Other N/A

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: N/A Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem? N/A

~~IF PRIVATE: (Strike Section if Not Applicable):~~

~~INSTALLATION: Location: N/A~~

~~Installed by: N/A~~

~~Date of Installation: N/A~~

~~USE: Number of persons currently using system: N/A~~

~~Does system supply water for more than one household? Yes No Unknown~~

Comments: None.

Source of Section I information: Seller, Prior Disclosure, Public Water

Buyer Initials _____

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Seller Initials JA BA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

SECTION II — WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public N/A Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... Yes No

If Yes, what results: N/A

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? N/A

~~IF PRIVATE (Strike Section if Not Applicable):~~

~~Tank: Septic Tank Holding Tank Cesspool Other: N/A~~

~~Tank Size: 500 Gallon 1000 Gallon Unknown Other: N/A~~

~~Tank Type: Concrete Metal Unknown Other: N/A~~

~~Location: N/A OR Unknown~~

~~Date installed: N/A Date last pumped: N/A Name of pumping company: N/A~~

~~Have you experienced any malfunctions? Yes No~~

~~If Yes, give the date and describe the problem: N/A~~

~~Date of last servicing of tank: _____ Name of company servicing tank: _____~~

~~Leach Field: Yes No Unknown~~

~~If Yes, Location: N/A~~

~~Date of installation of leach field: _____ Installed by: N/A~~

~~Date of last servicing of leach field: N/A Company servicing leach field: N/A~~

~~Have you experienced any malfunctions? Yes No~~

~~If Yes, give the date and describe the problem and what steps were taken to remedy: N/A~~

~~Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No~~

~~If Yes, are they available? Yes No~~

~~Is System located in a Shoreland Zone? Yes No Unknown~~

Comments: **Sewer Line replaced in 2004 by previous owner.**

Source of Section II information: **Seller, Prior Disclosure, Public Sewer**

Buyer Initials _____

Seller Initials JA BA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

What materials are, or were, stored in the tank(s)? N/A

Have you experienced any problems such as leakage: Yes No Unknown

Comments: Seller ha no knowledge of underground storage tanks

Source of information: Seller, Prior Disclosure

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? Yes No Unknown

In the ceilings? Yes No Unknown

In the siding? Yes No Unknown

In the roofing shingles? Yes No Unknown

In flooring tiles? Yes No Unknown

Other: N/A Yes No Unknown

Comments: None.

Source of information: Seller, Prior Disclosure

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: 2014 By: Pro Lab

Results: 0.2 pCi/L

If applicable, what remedial steps were taken? N/A

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: None.

Source of information: Prior Disclosure

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: N/A By: N/A

Results: N/A

If applicable, what remedial steps were taken? N/A

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: Public Water

Source of information: Seller, Prior Disclosure, Public Water

E. METHAMPHETAMINE - Current or previously existing: Yes No Unknown

Comments: None.

Source of information: Seller

Buyer Initials _____

Seller Initials JA DA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

F. LEAD-BASED PAINT/PAINT HAZARDS — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: N/A

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: N/A

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: Exterior of home was painted in summer of 2023

Source of information: Seller, Prior Disclosure

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

Other: Seller has no knowledge of hazardous materials

Source of information: Seller, Prior Disclosure

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V — ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: None Top floor covered by low income housing agreement, see attached.

Source of information: Deed, code file

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? N/A

Road Association Name (if known): N/A

Source of information: N/A

Buyer Initials _____

Seller Initials GA DA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? Yes No Unknown

If Yes, explain: N/A

Have any flood events affected a structure on the property? Yes No Unknown

If Yes, explain: N/A

Has any flood-related damage to a structure occurred on the property? Yes No Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? Yes No Unknown

If Yes, indicate the dates of each claim: N/A

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? Yes No Unknown

If Yes, indicate the date of each payment: N/A

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? Yes No Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?
N/A

Relevant Panel Number: N/A Year: N/A (Attach a copy)

Comments: Zone X - Area of Minimal Flood Hazard (See attached FEMA Map)

Source of Section VI information: Seller, FEMA Flood Map

Buyer Initials _____

Seller Initials JA BA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

SECTION VII – GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
..... Yes No Unknown

If Yes, explain: N/A

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: N/A

Year Principal Structure Built: 1925

What year did Seller acquire property? 2018

Roof: Year Shingles/Other Installed: Dormer 1999, Main Roof 2001 - Prior Disclosure

Water, moisture or leakage: None.

Comments: Information from prior disclosure

Foundation/Basement:

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: Previous owner installed sump pump

Mold: Has the property ever been tested for mold? Yes No Unknown

If Yes, are test results available? Yes No

Comments: None.

Electrical: Fuses Circuit Breaker Other: _____ Unknown

Comments: N/A

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing – Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure
..... Yes No Unknown

Comments: N/A

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None.

Comments: None.

Source of Section VII information: Seller, Prior Disclosure

Buyer Initials _____

Seller Initials JA DA

PROPERTY LOCATED AT: 79 Clinton St, Portland, ME 04103

SECTION VIII – ADDITIONAL INFORMATION

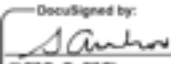
Unit #3 is under the Portland Affordable Housing Authority Agreement. Burst pipe in second floor unit in 2022, fixed immediately.

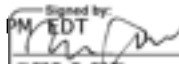
ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

DocuSigned by:

SELLER
79 Clinton Street LLC
9/11/2024 | 2:13
DATE

DocuSigned by:

SELLER
79 Clinton Street LLC
9/11/2024 | 7:08 A
DATE

SELLER DATE

SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE

BUYER DATE

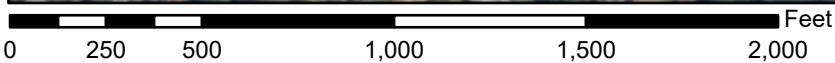
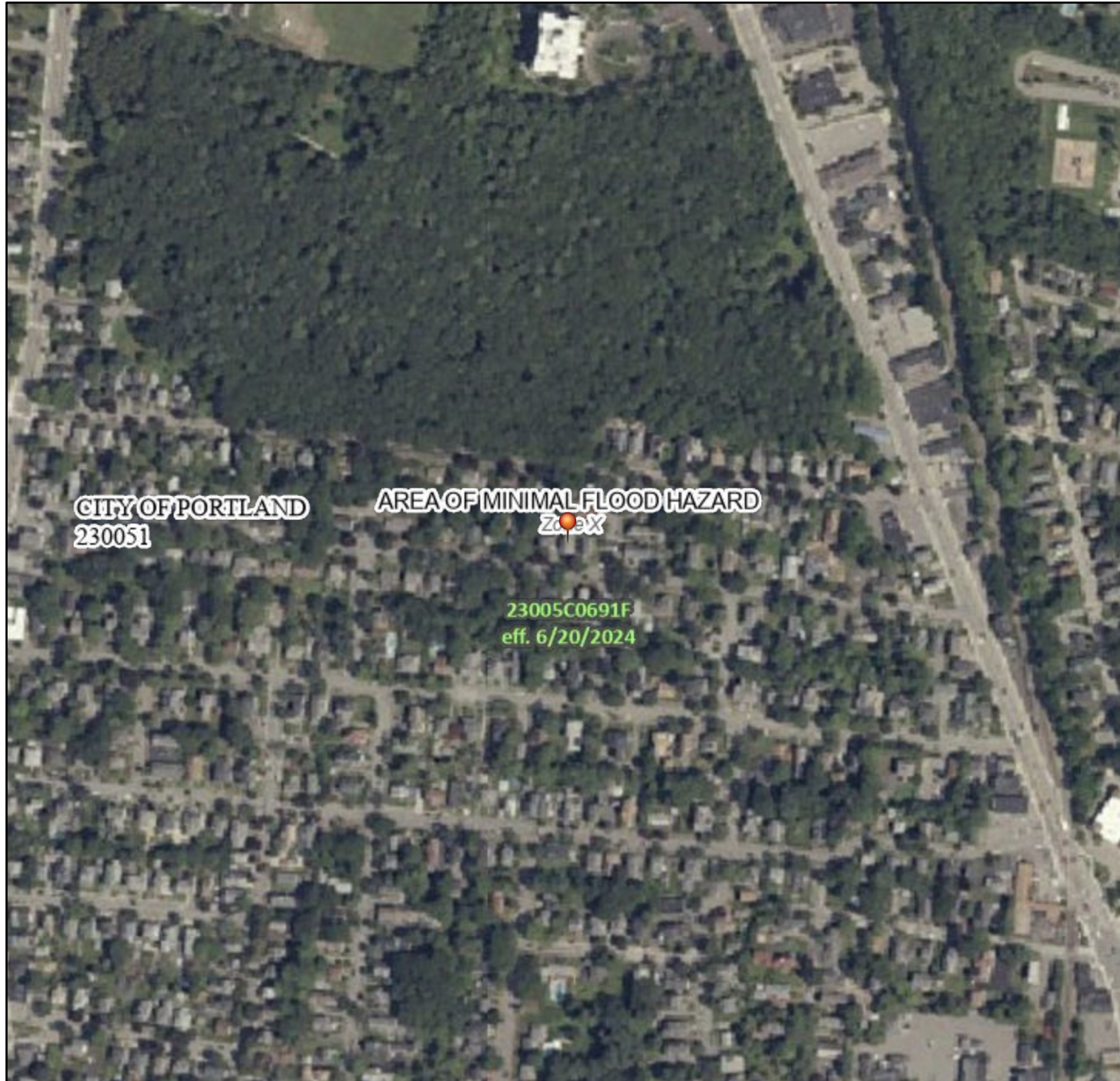
BUYER DATE



National Flood Hazard Layer FIRMMette



70°17'42"W 43°40'42"N



1:6,000

70°17'4"W 43°40'16"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **9/5/2024 at 10:19 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN 79 Clinton Street LLC, 79 Clinton Street LLC (hereinafter "Seller")
AND _____ (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 79 Clinton St, Portland, ME 04103

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**check one below**):

_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (**check one below**):

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

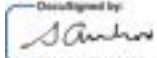
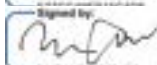
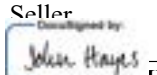
_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date		9/11/2024 2:13 PM
Buyer	Date	79 Clinton Street LLC	Date
Buyer	Date		9/11/2024 7:08 AM
Buyer	Date	79 Clinton Street LLC	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Agent	Date		9/11/2024 10:01 AM
		John Hayes	Date

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RELEASE DEED

KNOW ALL PERSONS BY THESE PRESENTS

THAT I, JOSEPH AMBROSE, with a mailing address of: 21 Nightingale Avenue, Quincy, MA 02169,

for consideration paid,

release to 79 CLINTON STREET, LLC, a limited liability company duly organized and existing under the laws of the State of Maine and having a mailing address of 21 Nightingale Avenue, Quincy, MA 02169, subject to any mortgages thereon,

a certain lot or parcel of land with the buildings thereon, and subject to any mortgages thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northerly side of Clinton Street, a distance of fifty (50) feet westerly from the westerly side of Florence Street;

Thence from said point of beginning running westerly by Clinton Street, a distance of fifty (50) feet to a point;

Thence northerly at right angles to Clinton Street, a distance of seventy-five (75) feet to a point;

Thence easterly by land now or formerly of Pettingill, a distance of fifty (50) feet to land now or formerly of the Townsend Estate;

Thence southerly parallel to Florence Street, a distance of seventy-five (75) feet to the corner and point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed by Warranty Deed of Erik Zavasnik, Member of EZSI, LLC formerly known as EZ Spanish Immersions, LLC to Joseph Ambrose dated October 17, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35224, Page 38.

Initial
JA |

Doc#: 32476 Bk:35811 Pg: 120

WITNESS my hand and seal this 15 day of JULY 2019.

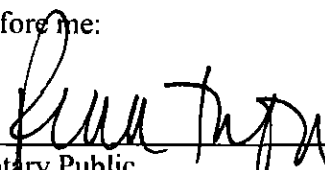


Joseph Ambrose

STATE/Commonwealth: MASS
COUNTY: NORFOLK 7/15, 2019

Then personally appeared the above-named Joseph Ambrose and acknowledged the foregoing instrument to be his free act and deed.

Before me:



Notary Public
Print Name: RENAE TUFFY
My Commission Expires: 11-11-17

SEAL

Received
Recorded Register of Deeds
Jul 18, 2019 11:37:50A
Cumberland County
Nancy A. Lane

Initial
JA 1

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

This Low Income Rental Housing Agreement and Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into by and between the CITY OF PORTLAND a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and JOSEPH AMBROSE with a mailing address of 46 Cedar Point, Norwell, MA 02061 (“Developer”).

W I T N E S S E T H

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

WHEREAS, the Developer owns in fee simple and plans to enlarge a multi-family development project consisting of three rental units on certain property located at 79 Clinton Street Portland, Maine (the “Development”) which property is more particularly described on **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, on April 5, 2019, the City’s Zoning Board of Appeals approved the Development (the “ZBA Approval”) on the condition that the Developer enter into a low income rental housing agreement with the City to satisfy the provisions of the Conditional Use Permit by providing one low income rental unit within the development (the “Low Income Unit”); and

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

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

1. **Parties’ Intent**. The terms and conditions contained herein have been freely and voluntarily accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Developer and the City set forth herein to create and preserve access to decent and affordable housing and home ownership opportunities for low-income people in the City of Portland. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the marketability of the Property by making the Property affordable to low income families who, without such provisions, would be unable to afford property in the City similar to the Low Income Unit.

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

3. **Enforceability of Covenants.** The covenants and restrictions of the Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary. The covenants of the Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by the Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the Loan, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that the Loan is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

4. **Covenants.** The Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of three units of rental housing, and related amenities. The Low Income Unit shall be the third floor, on-site unit in the Development and shall be of comparable quality and have comparable amenities to the market rate units.

 - b. **Use.** The Developer shall rent the Low Income Unit only to an Eligible Household, as that term is defined herein. Any purported lease, transfer or other disposition of the Low Income Unit to any other person or entity done without following the procedures set forth below, or in violation of the rent limitations set forth below, shall be ***null and void***. For purposes hereof, the parties agree that the term “**Eligible Household**” means a low income person or household with a gross income not exceeding 80% of the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

 - c. **Interior Standards for Low Income Units.** The design, quality, and materials of the Low Income Unit interior need not be the same as market rate units, but the Low Income Units shall include at least the following amenities:
 - i. Kitchen
 1. Refrigerator
 2. Stove or separate cook top and oven
 3. Sink Disposal
 4. Cabinets
 5. Range Hood

6. Microwave (if provided in market rate units)
 7. Washer Dryer (if provided in market rate units)
 8. Countertop: Minimum Counter Space not including sink and stove
 - a. Studio – 4 linear feet
 - b. 1 Bedroom – 6 linear feet
 - c. 2 Bedrooms – 8 linear feet
 - d. 3 Bedrooms – 10 linear feet
- ii. Bathroom
 1. Sink
 2. Shower
 3. Toilet
 4. Shower Curtain Rod or Shower Door
 5. Medicine Cabinet with Mirror or other storage space with a separate mirror
 - iii. Flooring - All living space and storage areas shall have a finished floor. The Low Income Unit should have the same or comparable floor finishes to the market rate units. However, in order to promote respiratory health, living and dining areas and at least one bedroom should have a surface other than carpet.
 - iv. Closets
 1. All units shall have adequate storage (including common space storage if provided to the market rate units).
 2. All bedrooms shall have at least one closet including at least one closet for a studio.
 3. All closets shall have a shelf and pole.
- d. **Marketing.** In each instance that the Developer intends to rent the Low Income Unit, the Developer shall give the City written notice of such intent (the “Notice of Intent”) addressed to the City’s Housing and Community Development Office prior to listing the property for rent or renewing a lease. When listing the Low Income Unit for rent, unless otherwise agreed to by the City, the following system will be followed. The Developer will place an advertisement, approved by the City, in one or more newspapers designated by the City. Interested parties will be given sufficient time to request and return a preliminary application. The City shall also have the opportunity to list the property on its website for a minimum of 60 days for initial occupancy and 30 days for subsequent rentals during the marketing process to solicit interest from potential Eligible Households. The City will forward any inquiries to the Developer or its designated representative. In the event that the Developer or its agent receives an application from and certifies an eligible household during the marketing period, the City agrees to waive the remainder of its marketing period but may retain the document listing for future reference on the website as an eligible low income unit.
- e. **Eligible Household; Income.** For the term of this Declaration, and in accordance with Section 14-118 of the City Code and other applicable regulations, at the time a lease for the Low Income Unit is signed, a tenant must be an Eligible Household, meaning that a tenant’s household income must be at or below 80% of the Area Median Income (AMI). When determining income eligibility, the City will reference

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

The City reserves the right to perform an asset test to help determine a household's income. This may include making certain assumptions about the average returns that would be reasonable to expect from certain investments including stocks, bonds, annuities, mutual funds, dividends, trusts, money market accounts, certificates of deposit (CD's) or other financial instruments. The City may request documentation for the three most recent years to help determine a household's income.

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

No employee, agent, stockholder, member, manager, officer, director, or servant of Developer, and no family member thereof (related by blood, marriage, or operation of law), and no employee, agent, stockholder, member, manager, officer, director, or servant of any of the Developer's management companies, and no family member thereof (related either by blood, marriage, or operation of law) may qualify for the Low Income Unit or receive any benefit related in any way to this Declaration. Employees of the City's Planning Authority will not be eligible for a Low Income Unit in the City.

- f. **Household Preference.** Household preference for Low Income Units shall be given, to the extent permitted under law, to Eligible Households in the following order:
- i. Current residents of the City who live in Portland as their primary residence;
 - ii. Persons employed full time by the City, except as set forth above;
 - iii. All others.

An applicant for the Low Income Unit shall be responsible for documenting their preferred status under any of the above noted categories. Documentation may include

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

- g. **Maintenance of a Waiting List.** The developer is encouraged to maintain a waiting list of Eligible Households by preferred status who have filed an application or a letter and who meet the qualifications defined herein. Such applications should include the gross household income, and information related to preferred status and household eligibility. It is understood that it is the responsibility of the applicant to update information, which will affect their income, household eligibility, or preferred status, and that it is not the responsibility of the Developer to verify actual status until a unit becomes available. Final approval of Eligible Households, Low Income Units, and maximum allowable rents will be decided by the City.
- h. **Determination of Affordable Monthly Rent; Security Deposits.** For the term of this Agreement, rental of the Low Income Unit will be restricted to households with income at or below 80% of the AMI as set forth above. To maintain consistency of Low Income Units within the City, rents will be based on the minimum household size per bedroom rather than the income level of a particular applicant. For example, the minimum household size for a two-bedroom Low Income Unit is two (2) persons. The income of a two (2) person household will be used to calculate the maximum allowable monthly rent, but a family of four (4) would still be eligible to live in the unit assuming they meet the income restrictions for a four (4) person household. To calculate the maximum allowable rent of a Low Income Unit the City will take 30% gross income per month of the minimum household size allowed per bedroom less utilities as follows:

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

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

metric should the HUD figures be unavailable or a better metric be determined.

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

Households may choose to pay for on-site parking but shall not be required to pay separately for this amenity. If the Developer requires a parking spot(s) be leased with the Low Income Unit and charges a separate fee, then parking may be counted similarly to the utilities above and shall be subtracted from housing related expenses for calculating the maximum allowable rent.

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

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

- i. **Unit Size.** Household size/composition at the time that a lease for the Low Income Unit is signed should be consistent with the schedules set forth below.

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

Minimum Household Size By Bedroom

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

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

Maximum Household Size By Bedroom

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

If the Developer finds it difficult to rent the Low Income Unit to an Eligible Household that meets the established minimum size requirements, the Developer may request that the City allow the Developer to rent the unit in this singular instance to an

Eligible Household smaller than the minimum household size described herein. The Developer must make reasonable marketing efforts, as determined by the City, to find Eligible Households of a qualified size for at least 30 days prior to requesting a household minimum size waiver. Any such waiver is only for a single applicant and that household's recertification. Rent shall be calculated based on the smaller household size. Once the Low Income Unit is again vacant, the minimum household sizes set forth herein shall apply to future tenants. Under no circumstances will households be allowed to exceed the maximum household size.

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

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

- k. **Recertification of Low Income Units.** Prior to the renewal of the Low Income Unit's lease, and not more than one per year, the Developer shall require that the tenant recertify that their household meets the eligibility and household size requirements for the unit. The same process and documentation will occur as was required with the initial application to lease the Unit. Unless the Developer can demonstrate that the tenant has violated material terms of the lease, that the tenant is refusing to comply with the requirements of the recertification process, or that the tenant does not wish to renew the lease, no other households may be considered for a lease of the Low Income Unit. As with the initial application process set forth herein, the Developer or its representative shall collect and compile the necessary recertification documentation and information and provide it to the City, and the City shall have the right of final approval.

A household is considered to have failed to participate in the recertification process after not sufficiently responding to three written requests for information and documents by the Developer or City within a 60-day period. The City shall make the final determination as to whether Developer has provided sufficient evidence to substantiate a household's failure to participate in the recertification process.

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

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

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

occupied by an Eligible Household. Occupancy during this transition period by an over-income household will not constitute default under the conditions set forth in this Declaration so long as Developer is making such payments to the City's Housing Trust.

- m. **Primary Residence.** An Eligible Household shall occupy the Low Income Unit as its primary residence. The Low Income Unit may not be rented out by the Developer, or Sublette by an Eligible Household, for short or long term periods. An Eligible Household must notify the City if it is absent from the Low Income Unit for 30 days in any 45-day period. If the Eligible Household is absent from the Low Income Unit for a period exceeding 60 days in one consecutive 365 day period for reasons other than work obligations, health, or emergency reasons, then the Household's eligibility will be terminated (in the City's reasonable discretion) and their lease term shall not be renewed or extended. Where absences in excess of the above limitations are caused by work obligations, health reasons or other emergency, the City may require verification of the reasons for the tenants' absence. If tenants fail to comply with such requests for verification, their lease shall not be renewed or extended. Incarceration does not constitute a health or other emergency justifying prolonged absence from the Low Income Unit.
 - n. **Administration and Record Keeping.** The Developer shall maintain an Eligible Household's application, recertification forms and all related documentation, and any third party recertifications throughout the Eligible Household's occupancy of a Low Income Unit and for a period of at least seven (7) years thereafter. The Developer shall provide copies of these records to the City within ten (10) business days if requested. The Developer shall also keep all Low Income Unit applications and waiting lists for a period of at least seven (7) years or some other period of time if deemed reasonable by the City. The Developer will file an annual report to the City within 60 days of the end of each calendar year providing information related to the Low Income Unit vacancies, waitlists, household turnover, household size, household income, market rate rents, recertifications, and any other relevant information the City requests. The City agrees to provide a template for such report to be made.
 - o. **Deemed Approval.** In any instance where the City's prior approval is required under this Section 4, such approval shall be deemed to be granted if the City has not responded within five (5) days of the Developer's request for such approval. Such deemed approval shall not otherwise constitute a waiver of the City's other rights or the Developer's obligations under this Agreement. Provided however, that in the event the City requests from the Developer additional information reasonable necessary for any required approval during such five day period, such five day period shall be tolled until the City receives the requested information.
5. **Construction and Duration.** The covenants contained herein shall run with the land for the term of this Declaration. The Developer covenants and agrees for himself, his heirs, personal

representatives and assigns that the rights and restrictions contained herein shall be for the benefit of the City, its successors and assigns, and shall be binding on all future purchasers of the Property. The covenant shall not be separated from the rest of the property through condoization of the property into separate units. The Developer and the City agree and intend that this Agreement and the covenants contained herein are to be interpreted as “Affordable Housing Covenants” as defined by 33 M.R.S.A. Sec. 121 and satisfy Portland City Code §§ 14-118 and other applicable laws and regulations.

6. **Records.** The Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the term of this Declaration for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
7. **Violation.** The Developer shall immediately notify the City if the Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. The Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under this Declaration and applicable law, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys’ fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
8. **Indemnification.** The Developer shall indemnify and hold the City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney’s fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer’s breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.
9. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of the Developer and the City clearly expressing the intent to modify this Declaration.

10. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
11. **Successors and Assigns**. This Declaration shall be binding upon the Developer's respective heirs, personal representatives, executors, administrators, transferees, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns. The Developer shall reference this Declaration in any deed or conveyance document that conveys all or part of the Development.
12. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
13. **Additional Documents**. The Developer shall execute such other documents the City reasonably deems necessary in order to effectuate the intent and purpose of this Declaration and the intent and purpose of Portland City Code § 14-118 and applicable laws and regulations.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and the City as of May 15, 2019.

CITY OF PORTLAND

Sonia Bean
Witness

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

APPROVED AS TO FORM:
[Signature]
CORPORATION COUNSEL'S OFFICE

State of Maine
Cumberland, ss.

May 15, 2019

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

Before me,

Sonia T. Bean
Notary Public/Attorney-at-Law

(Print or type name)

SONIA T. BEAN
NOTARY PUBLIC
State of Maine
My Commission Expires
April 8, 2024

DEVELOPER

Kelly Goff
Witness

By: Joseph Ambrose
Name: Joseph Ambrose
Its: Owner

State of ~~Maine~~ *Mass*
Cumberland, ss. *NORFOLK*

5.9, 2019

Personally appeared the above named Joseph Ambrose and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Joseph Ambrose.

Before me,

SEAL

Rene Dupuy
Notary Public/Attorney-at-Law
RENE DUPEY
(Print or type name)

EXHIBIT A

79 Clinton Street, Portland, Maine 04103

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northerly side of Clinton Street, a distance of fifty (50) feet westerly from the westerly side of Florence Street;

Thence from said point of beginning running westerly by Clinton Street, a distance of fifty (50) feet to a point;

Thence northerly at right angles to Clinton Street, a distance of seventy-five (75) feet to a point;

Thence easterly by land now or formerly of Pettingill, a distance of fifty (50) feet to land now or formerly of the Townsend Estate;

Thence southerly parallel to Florence Street, a distance of seventy-five (75) feet to the corner and point of beginning.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Being the same premises conveyed to Joseph Ambrose herein by virtue of a warranty deed from Erik Zavasnik, member of EZSI, LLC formerly know as EZ Spanish Immersions, LLC dated October 17, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35224, Page 38.

Received
Recorded Register of Deeds
May 16, 2019 01:22:03P
Cumberland County
Nancy A. Lane