

REQUEST FOR PROPOSALS

DEVELOPMENT PROPOSALS FOR the acquisition and development of 261 Main Street Auburn, ME 04210



INTRODUCTION:

The City of Auburn, Maine is seeking proposals for the acquisition and development of 261 Main Street. The downtown property is owned by the City and approximately .22 acres in area. The parcel is vacant land bordering Main Street with some parking already constructed onsite. The location is a short walk from the Auburn Riverwalk in Downtown Auburn. It is also noted as Lot 1 in the Division Plan of CEI Housing (Attached). Traffic counts indicate that nearly 10,000 vehicles pass by the site each day. The land is identified as the tax map parcel number 231-004. Parking for residential and business use is already constructed onsite.

See the legal description attached hereto as Exhibit "A" and the tax map above for a perspective of the subject parcel. Additional land may be available to the rear of the parcel.

DEVELOPMENT GOALS:

The City of Auburn is seeking a developer with the proven skills, resources and commitment needed to build a private mixed use or commercial development. In pursuing this project, the City is seeking a developer who will assemble a team that is capable of planning, designing, financing, negotiating and managing the proposed project in a timely manner.



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

The development of the parcel should be in conformance with the City's Comprehensive Plan, Form Based Code and should be consistent with surrounding uses. The Comprehensive plan calls the area Traditional Main Street Neighborhood and a copy of the description of that district is attached as Exhibit B. The Form Based Code is available on the City website at <http://www.auburnmaine.gov/Pages/Government/City-Charter-Ordinances>. The parcel is located in the T-4.2 Traditional Main Street Neighborhood district. The City has identified the following criteria for the development of the property and the surrounding area:

1. The structure should have an urban design and a high quality façade. The structure should be 1-3 stories and ideally would provide for some commercial and residential use or live-work space.
2. The development should provide for thoughtful pedestrian connectivity with Main Street.
3. Proposals must complement the downtown character and the existing infrastructure resources of the area.
4. Proposals should incorporate facets of the area's historic character in the design concept.
7. Proposals should provide some on-site parking for the planned uses of the site and may rely on public parking within 1000' of the site to meet minimum parking standards.
9. Proposals should identify anticipated assessed value created by the development and any financial assistance required to complete the development.
10. The proposal should emphasize the immediate usefulness of the subject parcels as part of a development plan that will be a tangible asset to the City and its residents and demonstrate the proposed use will provide the highest and best value to the area and meet the development goals of the developer and local plans.

PROPOSAL REQUIREMENTS:

The following information must be included in all proposal submissions unless otherwise provided:

1. **Detailed description** of the proposed development, a concept site plan showing orientation of all buildings, parking areas, vehicle and pedestrian access and circulation patterns, other site improvements, size of buildings and square footage of specific components, exterior building elevations and anticipated materials and design style. Provide a list of all approvals necessary, including any variances, zone change requests, subdivision approvals or special use permits required. Staff can help with this based on a specific project proposal.

The developer must also clearly identify any additional land acquisition that may be necessary to support the development and provide a clear explanation for how this land will be acquired.



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If the development is proposed to be phased, the narrative should clearly define the components, timing and contingencies for each phase of development. However, the developer shall demonstrate that the project will have immediate utility for its intended purposes, rather than simply as a real property holding with no usefulness to the area or added value.

2. An **identification of the entities** that will be involved in the project, a description of the roles each will play (*e.g.* developer, architect, details of ownership and operation, property manager, tenant, professional consultant) and a summary of the team's past experience in working together. A description of each of the entities' experience in developing similar projects should be included.

Provide information on past development activities and/or projects completed for other public and/or private sector clients that shows the competency of the respondent in acting as the lead development entity, being sure to specify size, capacity and experience relevant to similar type developments. Provide references related to projects that are similar in size and scope to this project that may be contacted by the City with phone numbers and email addresses, if available.

3. A preliminary **capital pro forma** showing the detailed sources (amounts and names of banks or financial institutions) and uses of funds (debt, equity and other) to acquire the parcel(s) and construct the development (including any tenant improvements). Information as to the status of securing those funds should be included and inclusion of a conditional financing commitment is strongly encouraged.

4. A **description of the public benefits** that will result from the development, *e.g.* the number and types of housing units, the creation or retention of jobs (including the estimated number, type and wage levels), tax base enhancement, the provision of services, etc. This should include an estimate of the taxable value upon completion and annual real estate taxes.

5. A **proposed schedule** for the development, including identification of any conditions that must be met. The schedule should include the time needed to obtain financing, complete design and secure permits and approvals, prepare the site, start and complete construction, and state and complete lease-up and operations.

6. Provide a detailed explanation of any **public assistance** that will be required to support this development, including any property tax credits, credit enhancement agreements, loans or capital grants.

The contents of the proposal and any clarification to the contents submitted by the successful respondent may be incorporated by reference into an agreement between the developer and the City.

The City reserves the right to waive any of the above submission requirements.



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EVALUATION CRITERIA:

All proposals submitted will be evaluated based upon the qualifications and financial strength of the developer, the technical, financial and market feasibility of the proposal, and the degree to which the development goals outlined above are addressed.

REVIEW/SELECTION PROCESS:

Review of proposals will proceed in the following steps:

1. The City will review all proposals.
2. Selected respondents may be requested to make a formal presentation of their proposal to the City Council.
3. Following the presentations, the City Council will meet to select a developer and will initiate negotiations regarding a preferred developer agreement and/or land disposition agreement.

The City shall not be responsible for any costs incurred by any submitting individual or firm in the preparation of any response to this Request for Proposals. The City reserves the right to reject any and all proposals for any reason, and to waive any irregularities or noncompliance with the Request for Proposals in the selection of any firm or individual to participate in the redevelopment of the subject property. Submissions will not be returned.

PRICE:

The City shall consider which proposal will result in an overall higher benefit than comparable proposals; Net tax revenues, overall compatibility with the neighborhood and purchase price will be considered. The City reserves the right to reject all proposals. The proposed purchase price must be included in the submitted proposal.

TIMING:

The City plans to review initial proposals monthly as they are received and select a developer by **September 10th, 2017** or reissue the RFP for additional proposals.

PROPOSAL SUBMISSION AND DEADLINE:

Three (3) complete copies of all proposals should be delivered to the City Clerk at Auburn Hall, 60 Court Street, Auburn, Maine 04210 on or before August 25, 2017.



City of Auburn, Maine

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Auburn, Maine 04210

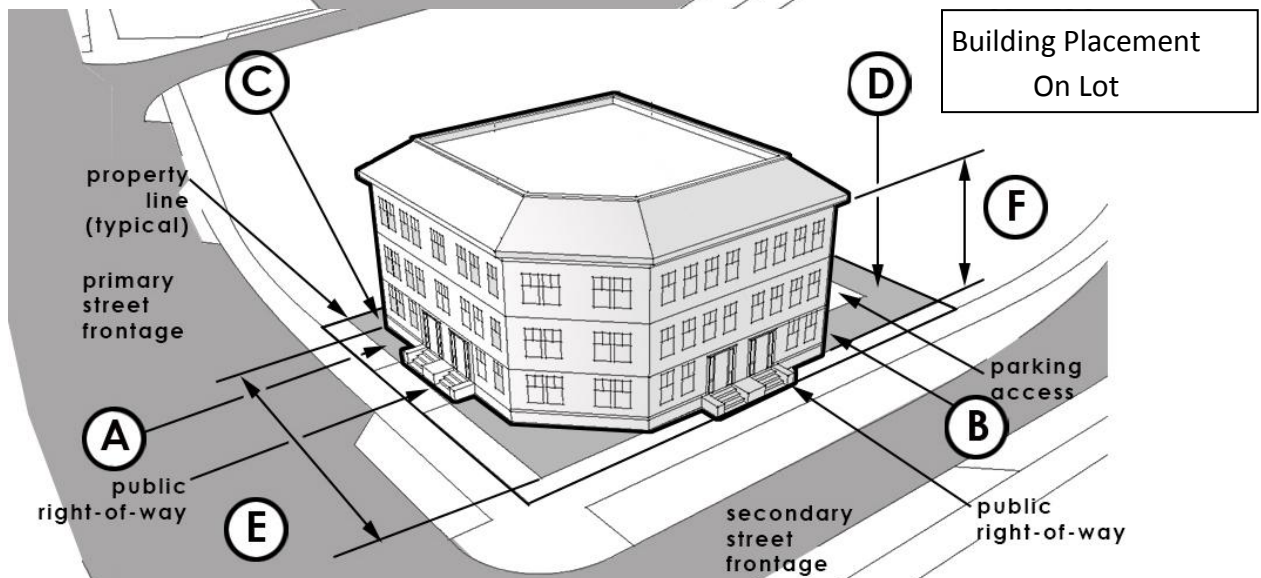
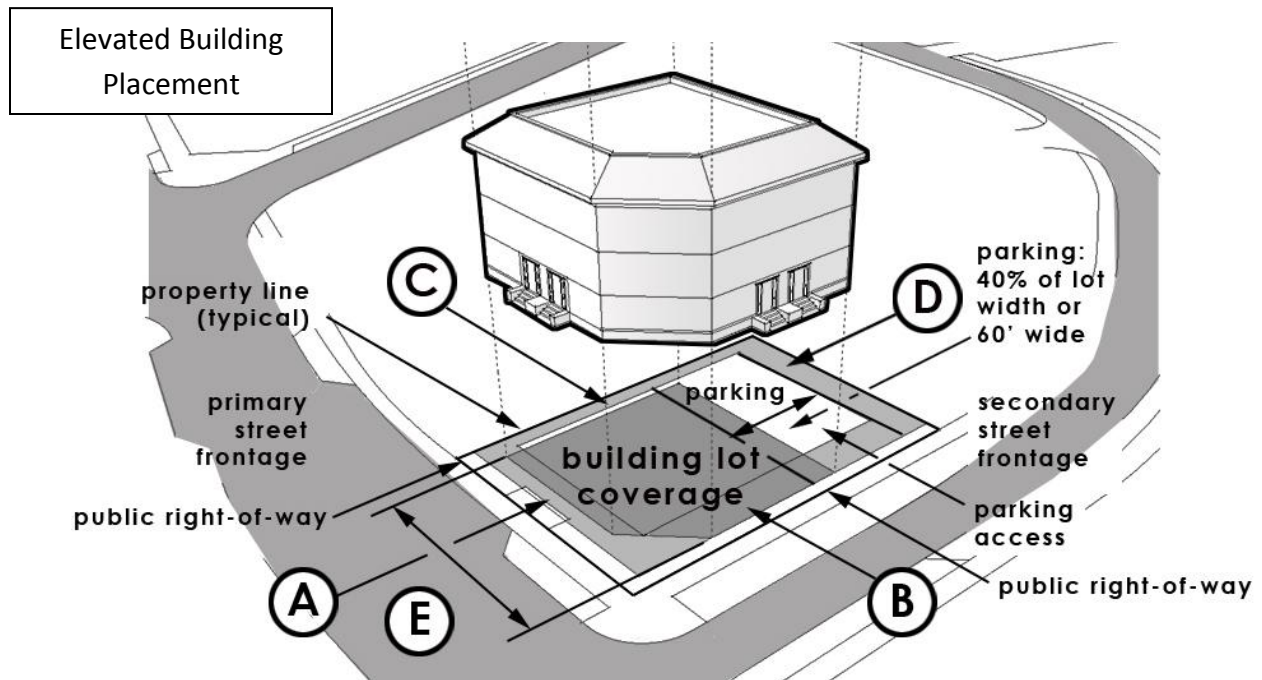
207.333.6601

Submission of a proposal shall constitute the consent of the submitting firm, its principals and employees to the making of inquiries and investigations by the City into the qualifications of the submitting firm, its principals and employees, including the contacting of references.

PRE-PROPOSAL INFORMATION MEETING:

The City will host a pre-proposal information meeting on Thursday, July 20 at 9:00 a.m. at Auburn Hall, 60 Court Street, Auburn, Maine 04210. The meeting will be on the second floor of City Hall in Room 204. The meeting will begin with City staff providing a brief overview of the property and goals, followed by site visit if there is interest in that and concluding with a question and answer session at the site and/or back at Auburn Hall depending on the weather. Persons interested in attending this meeting are asked to contact Shannon Goodell at (207) 333-6601, ext 1133.

Sec. 60-549.1 BUILDING PLACEMENT & CONFIGURATION T-4.2

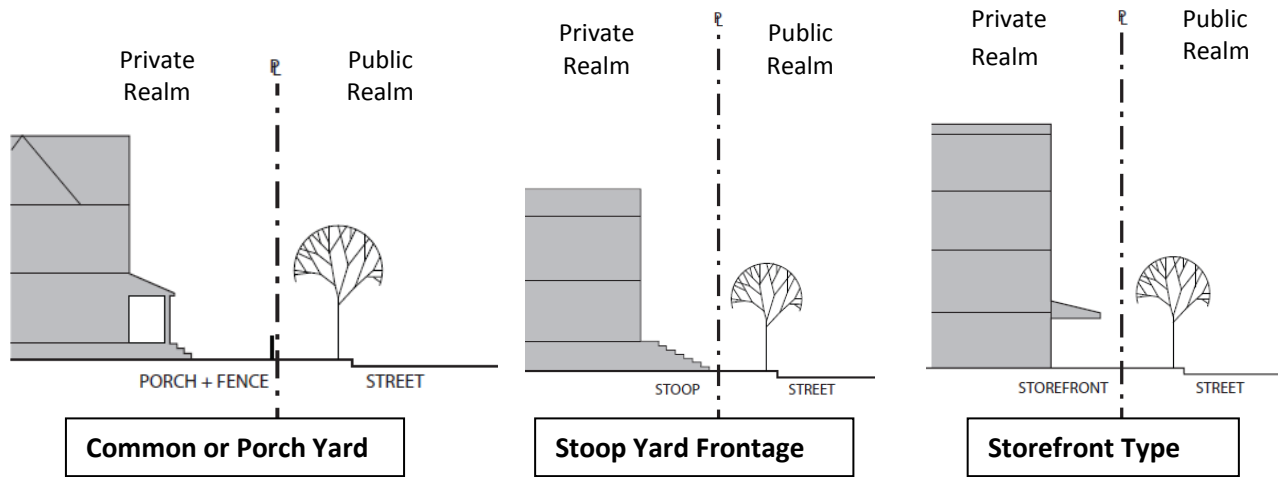


PRINCIPAL BUILDING PLACEMENT:

Front Setback, Principal:	5 ft Min, 15 ft Max	(A)
(Corner Lot) Front Setback, Secondary:	5 ft Min, 15 ft Max	(B)
Side Setback:	5 ft Min	(C)
Rear Setback:	10 ft Min	(D)
Building Lot Coverage:	70% Max	
Useable Open Space:	10% Min	
Frontage Build-Out:	60% Min (along Front Setback, Primary)	
Lot Width:	24 ft Min, 120 ft Max	

PRINCIPAL BUILDING CONFIGURATION:

Building Width:	14 ft Min, 110 ft Max	(E)
Building Height Minimum:	1 Story Min	(F)
Building Height Maximum:	3 Story Max	(F) (excluding attic story)



BUILDING FRONTAGE TYPES:	Common Yard; Porch Yard, Stoop and Storefront
BUILDING ENTRIES:	Primary entry door is encouraged along ground story facade facing a primary street.
BUILDING ENVELOPE ARTICULATION:	
Ground Story Building Frontage Facade:	<u>Residential</u> - Windows and doors shall comprise a minimum of 25% and maximum 60% coverage of the total ground story frontage facade. <u>Commercial</u> - Windows and doors shall comprise a minimum of 40% and maximum of 90% coverage of the total ground story frontage facade.
Upper Story Building Frontage Facade:	Windows and doors shall comprise a minimum of 20% and maximum 40% coverage of the total upper story building frontage facade.
Ground Story Finished Floor Elevation:	<u>Residential</u> - The ground story elevation must be a minimum of 2 feet minimum and 6 feet maximum above the front yard elevation (average grade). <u>Commercial</u> - The ground story elevation must be at a minimum of sidewalk grade to maximum of 2 feet.
Frontage Facade Wall:	Blank lengths of wall exceeding 10 linear feet are prohibited.

<p>Front Yard Fence:</p>	<p><u>Residential</u>- A front yard fence a minimum of 2 feet and a maximum of 4 feet in height is encouraged to maintain spatial edge of street. No chain link, vinyl, split rail, or barbed wire is allowed</p>
<p>Front Yard Fence/Wall Opening:</p>	<p>A vehicle entry way, as part of a front fence/wall, shall be a maximum width of 20 feet; a pedestrian entry way shall be a maximum width of 6 feet.</p>
<p>Building Projections:</p>	<p>No part of any building, except overhanging eaves, awnings, balconies, bay windows, stoops and other architectural features shall encroach beyond the minimum front setback line.</p>
<p>Porch & Stoop Encroachments:</p>	<p>Porches & Stoops may encroach upon the minimum front setback line by the following distances: Front Setback, Principal Frontage 5 ft maximum. Front Setback, Secondary Frontage 5 ft maximum.</p>
<p>Garages:</p>	<p>Detached garages shall be located a minimum of 20 feet from any street right of way.</p>
<p>Driveways:</p>	<p>Driveways are encouraged to be on the secondary street frontage. Driveways shall be paved and a minimum of 8 feet wide and a maximum of 20 feet wide.</p>
<p>Parking:</p>	<p><u>Residential</u>-Vehicle parking areas shall be located only on driveways or designated parking areas and shall not extend into the street right of way or sidewalk. <u>Commercial</u>- Parking shall be located to rear of the property to the greatest extent possible. Parking on a side yard is limited to no more than 60 feet wide or 40% of the lot width. Screening and/or street wall is required for parking areas along a street.</p>
<p>Accessory Structures:</p>	<p>Accessory structures shall be located a minimum of 20 feet from any street right of way and 5 feet from either side or rear property line.</p>
<p>Landscaping:</p>	<p>Landscaping is encouraged but shall not extend into any street right of way or sidewalk. Street trees are encouraged.</p>
<p>Foundation Planting:</p>	<p>Foundation plantings are encouraged but should be pruned and maintained with enough clearance from the building facade to encourage air circulation.</p>

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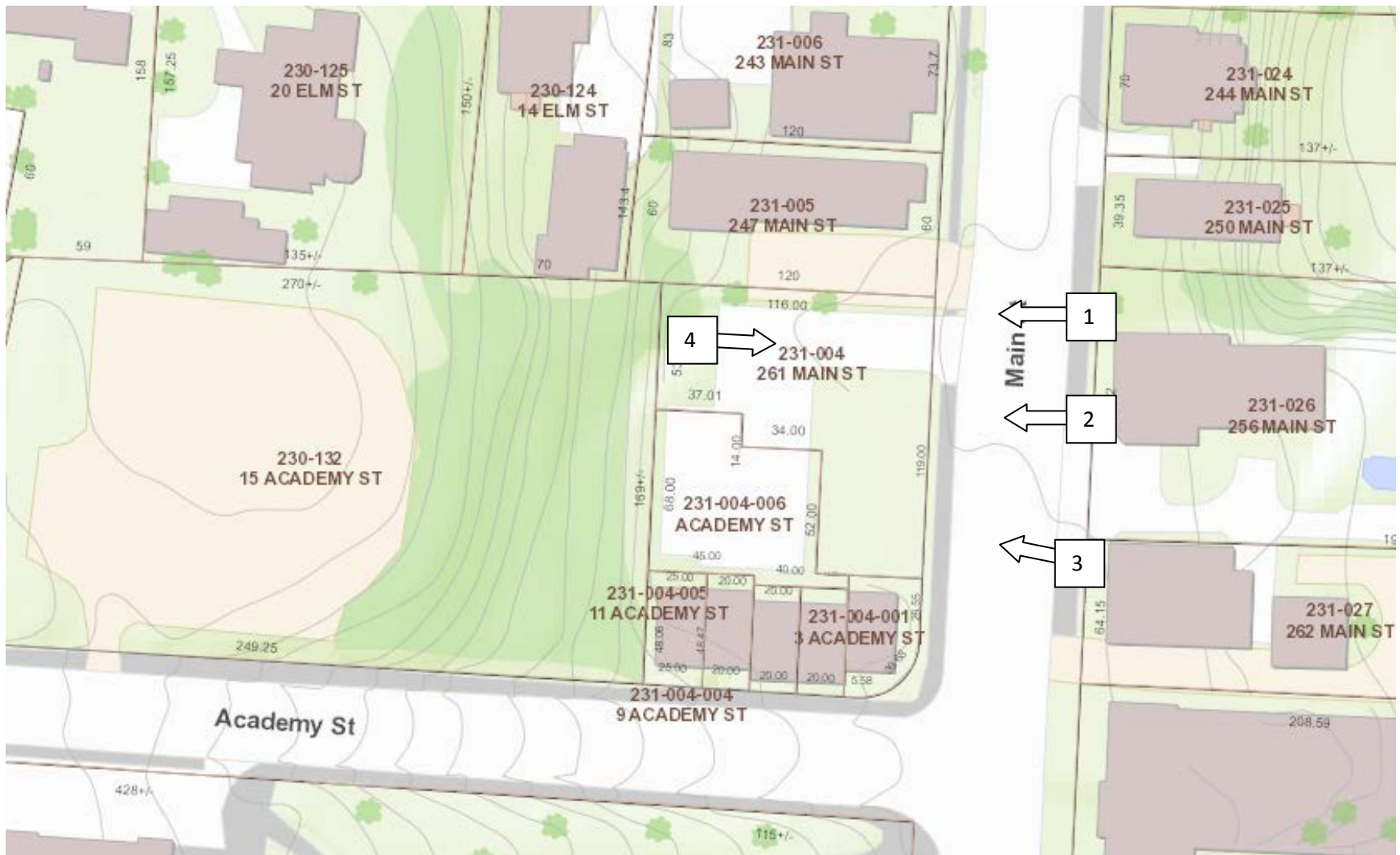
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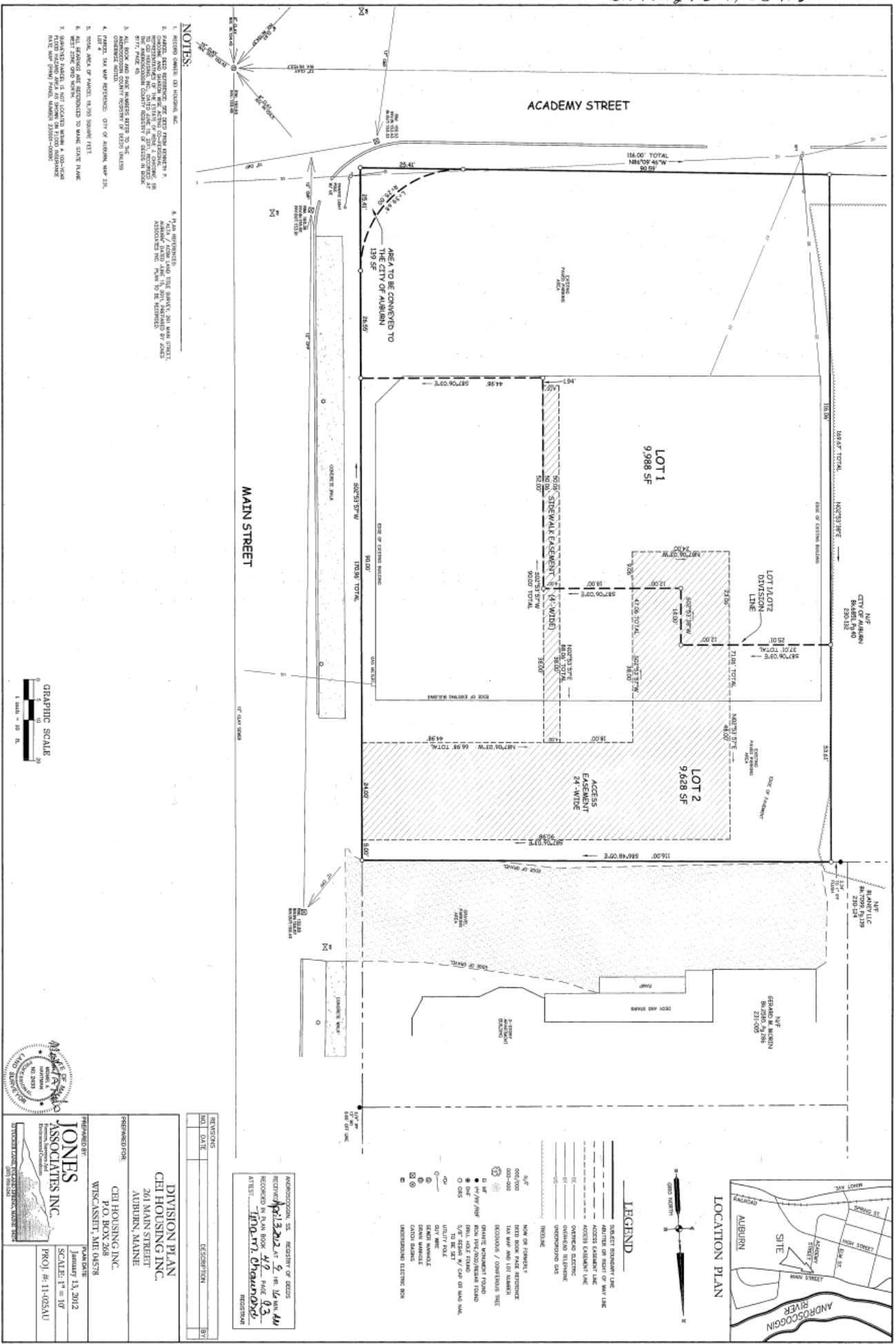


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Numbered Photo Perspectives





NOTES:

1. REVISIONS OWNED BY HUBBARD, INC.
2. PLANNING AND ENGINEERING SERVICES PROVIDED BY THE CONSULTING ENGINEERING GROUP, INC. IN CONJUNCTION WITH THE CITY OF AUBURN, MAINE. THE MANUFACTURING COUNTY INDUSTRY OF STUDIES IN BOOK 44, PAGE 214 MAP REFERENCE: CITY OF AUBURN, MAP 201.
3. ALL NOTES AND SPECIFICATIONS REFER TO THE APPROVED AND CONVEYED RECORDS OF REVISIONS IN BOOK 44, PAGE 214.
4. LOTS 1 & 2.
5. TOTAL AREA OF PAVEMENT: 19,700 SQUARE FEET.
6. ALL RECORDS ARE REFERENCED TO MAINE STATE PLANS.
7. SHOWN PLANNING AREA IS NOT LOCATED WITHIN A 100-FEET FLOOD PLAIN AREA AS SHOWN ON 1:25,000 SCALE MAP SHEET MAINE STATE PLANS SERIES 31-11-000.
8. PLANNING ENGINEER: THE CONSULTING ENGINEERING GROUP, INC. 311 NORTH BROAD STREET, SUITE 200, AUBURN, MAINE 04213. PHONE: (603) 885-1111. FAX: (603) 885-1112. EMAIL: INFO@CEGMAINE.COM

GRAPHIC SCALE
1 inch = 50 feet

Book 49 Page 93

REVISIONS	NO.	DATE	DESCRIPTION	BY

RECORDED IN MAINE STATE PLANS
BOOK 49 PAGE 93
DATE: 4/5/12
BY: JONAS CHANDLER

LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT OR RIGHT OF WAY LINE
- ACCESS EASEMENT LINE
- EASEMENT LINE
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- OVERHEAD CABLE
- OVERHEAD GAS
- OVERHEAD WATER
- OVERHEAD FIBER OPTIC
- OVERHEAD DATA
- OVERHEAD POWER
- OVERHEAD TELEVISION
- OVERHEAD VIDEO
- OVERHEAD SOUND
- OVERHEAD LIGHTING

LOCATION PLAN



PREPARED BY:
JONES ASSOCIATES INC.
301 MAIN STREET
AUBURN, MAINE
P.O. BOX 268
WISCASSSETT, ME 04578

PREPARED FOR:
CEI HOUSING INC.
201 MAIN STREET
AUBURN, MAINE
P.O. BOX 268
WISCASSSETT, ME 04578

DATE: January 13, 2012
SCALE: 1" = 10'
PROJECT # 11-025AU

DECLARATION OF EASEMENTS AND COVENANTS
FOR
261 MAIN STREET, AUBURN, MAINE

TABLE OF CONTENTS

Recitals	1
Declaration	1
Section 1: Recitals:	1
Section 2: Access Easement.....		1
2.1: Grant of Access Easement.....		1
2.2: Location of Access Easement.....		1
2.3: Ingress and Egress.....		2
2.4: Snow and Ice.....		2
2.5: Construction, Maintenance and Repair.....		2
Section 3: Sidewalk Easement.....		2
3.1: Grant of Sidewalk Easement.....		2
3.2: Location of Sidewalk Easement.....		2
3.3: Ingress and Egress.....		2
3.4: Snow and Ice.....		2
3.5: Construction, Maintenance and Repair.....		2
Section 4: Utility Facilities Easement.....		2
4.1: Utility Facilities Defined.....		2
4.2: Grant of Utilities Facilities Easement.....		2
4.3: Easements to Utility Companies.....		4
Section 5: Carports.....		4
5.1: Attachment and Lateral Support.....		4
5.2: Construction, Maintenance, Repair and Replacement.....		4
5.3: Removal.....		5
Section 6: Future Use.....		5

Section 7: No Obstruction or Impediment.....5

Section 8: Construction.....5

Section 9: Maintenance, Repair, Replacement and Snow Removal5

Section 10: Contribution.....6

Section 11: Terms of Easement6

Section 12: Quality of Work.....6

Section 13: Indemnity.....6

Section 14: Compliance with Law.....6

Section 15: Third Parties.....6

Section 16: Notices7

Section 17: Headings7

Section 18: Gender, Etc.7

Section 19: Governing Law.....7

Section 20: Time.....7

Section 21: Amendment.....7

Section 22: Entire Document.....7

Section 23: Severability7

Section 24: Exhibits.....7

Exhibit A: Description of Real Estate

Exhibit B: Division Plan

Exhibit C: Carport Plan

**DECLARATION OF EASEMENTS AND COVENANTS
FOR
261 MAIN STREET, AUBURN, MAINE**

This declaration ("Declaration") is made as of the 21st day of March, 2013, by CEI Housing, Inc. (the "Declarant"), a nonprofit corporation duly organized and existing under the laws of the State of Maine.

RECITALS

1. The Declarant is the owner of the real estate known as 261 Main Street in Auburn, Maine, more particularly described in Exhibit A annexed hereto (hereinafter, the "Real Estate").

2. As part of its plan to develop the Real Estate, the Declarant desires to divide the Real Estate into Lot 1 and Lot 2 as depicted on the Division Plan, CEI Housing, Inc., 261 Main Street, Auburn, Maine, dated January 13, 2012, by Michael A. Hartman, P.L.S., and Jones Associates, Inc., recorded in the Androscoggin County Registry of Deeds in Plan Book 49, Page 93 (hereinafter, the "Division Plan"), a reduced copy of which is annexed hereto as Exhibit B, and to convey to the City of Auburn a small parcel of approximately one hundred thirty-nine (139) square feet located at the intersection of Main Street and Academy Street as depicted on the Division Plan.

3. The Declarant desires to create easements and covenants to benefit and to burden Lot 1 and Lot 2.

DECLARATION

NOW, THEREFORE, for valuable consideration and intending to be legally bound, the Declarant declares the following:

Section 1: Recitals. The recital clauses set forth above are true and correct and are incorporated herein by reference as though set forth verbatim herein.

Section 2: Access Easement.

2.1: Grant of Access Easement. Lot 1 and Lot 2 each is benefitted and burdened by an easement (the "Access Easement") in common as more particularly described in this Section.

2.2: Location of Access Easement. The Access Easement is located on Lot 1 and on Lot 2 within the area (the "Access Easement Area") depicted on the Division Plan as "ACCESS EASEMENT 24' - WIDE."

2.3: Ingress and Egress. The Access Easement includes the right of ingress and egress by foot and by vehicle.

2.4: Snow and Ice. The Access Easement includes the right to remove snow and ice to keep the area passable for vehicular and pedestrian use.

2.5: Construction, Maintenance and Repair. The Access Easement includes the right to construct, pave, maintain and repair the full width of the Access Easement in accordance with, and subject to, applicable provisions of this Declaration.

Section 3: Sidewalk Easement.

3.1: Grant of Sidewalk Easement. Lot 1 and Lot 2 each is benefited and burdened by an easement (the "Sidewalk Easement") in common as more particularly described in this Section.

3.2: Location of Sidewalk Easement. The Sidewalk Easement is located on Lot 1 and on Lot 2 within the area (the "Sidewalk Easement Area") depicted on the Division Plan as "SIDEWALK EASEMENT (4' - WIDE)."

3.3: Ingress and Egress. The Sidewalk Easement includes the right of ingress and egress by foot and by wheelchair.

3.4: Snow and Ice. The Sidewalk Easement includes the right to remove snow and ice to keep the area passable for pedestrian and wheelchair use.

3.5: Construction, Maintenance and Repair. The Sidewalk Easement includes the right to construct, pave, maintain and repair the full width of the Sidewalk Easement in Accordance with, and subject to, applicable provisions of this Declaration.

Section 4: Utility Facilities Easement.

4.1: Utility Facilities Defined. As used herein "Utility Facilities" means all sanitary sewer or septic systems, natural gas systems, water systems, fire protection installations, electrical power systems, stormwater drainage facilities and telephone systems, cable communication systems, computer and internet communication facilities and such similar facilities for services which are now available or in the future become available, situated on the Real Estate.

4.2: Grant of Utilities Facilities Easement. Lot 1 and Lot 2 each is benefited and burdened by an easement for Utility Facilities (the "Utility Facilities Easement") in common as more particularly described in this Section. As used in this Section, the term "pipe(s)" shall mean conduits, lines, cables and or other means of providing Utility Facilities as the context may require and their appurtenances. The Utility Facilities Easement shall include the following:

(A) From and after the date of installation thereof, easements for all pipes comprising a part of the Utility Facilities, for the purpose of using, operating, maintaining, repairing, restoring, relocating, replacing or enlarging any of the Utility Facilities, subject to the provisions of paragraph (E) below;

(B) Easements to maintain, repair and replace all pipe(s) installed, or for installing in the future other pipe(s), not part of the Utility Facilities as originally constructed or currently used, for electric power, natural gas, other forms of energy, signal, telephone, septic system, sanitary sewer and storm sewer services, or any of them, to or from any present or future buildings or the Access Easement Area and Sidewalk Easement Area (collectively, the "Common Access Area") on the Real Estate, if, in the reasonable opinion (which opinion may include an analysis of economic factors) of the owner (hereafter an "Owner") of any part of Lot 1 or Lot 2, the Utility Facilities then existing are inadequate to provide the same in the quantities or qualities required by such buildings or Common Access Areas, and for the purpose of using, operating, maintaining, repairing, restoring, relocating, replacing or enlarging any and all said pipe(s), to the extent required by the present or future facilities, subject to the provisions of paragraph (E) below;

(C) Easements for the purpose of connecting any and all of the pipe(s) with any buildings on the Owner's part of Lot 1 or Lot 2 to the extent that location thereon is necessary in the Owner's good faith judgment, which judgment shall include but not be limited to economic reasonability, to properly service such buildings; and after any such connection, for the purpose of using, operating, maintaining, repairing, restoring, relocating, replacing or enlarging any or all of the said pipe(s), subject to the provisions of paragraph (E) below;

(D) For the purpose of exercising the rights granted in the above paragraphs (A), (B) and (C), each Owner and the respective employees, agents and contractors of the Owner, shall have the right to enter upon and use the Real Estate to such extent and so long as reasonably necessary to accomplish such purposes, subject to the provisions of paragraph (E) below;

(E) The right of any Owner to do any work under the above paragraphs (A), (B), (C) and (D), to the extent that entry on part of the Real Estate not owned by the Owner or work on pipe(s) which may be located in a part of the Real Estate not owned by the Owner shall be subject to the following conditions and requirements:

(1) No less than five (5) business days' prior written notice shall be given to each Owner whose part of the Real Estate will be affected that the Owner anticipates doing such work, together with notification of the proposed area of such work, and the anticipated date of start and completion of such work; but if the work involved is emergency repair work, only such advance notice, written or oral, as is practicable to be given;

(2) The Owner's work shall be undertaken so as to minimize interference with the work, business operations or quiet use and enjoyment of the affected Owner and once the Owner's work shall have commenced, the Owner shall diligently prosecute such work to completion;

(3) After the completion of such work, the Owner shall restore the portion of the Real Estate and improvements of the respective Owner(s) so used to the same or as good condition as existed immediately before the commencement of such work at the sole cost and expense of the Owner doing the work;

(4) No pipe(s) or other facilities which are not currently existing shall be installed below or within five (5) feet of any building then located on Real Estate of another;

(5) If the work is performed by mutual agreement, and such work as it relates to pipes or other facilities benefits both Lot 1 and Lot 2, the cost of such work shall be shared equally by the Owner(s) of Lot 1 and the Owner(s) of Lot 2.

(F) To the extent that any pipes or Utility Facilities serve exclusively Lot 1 or Lot 2, then the Owner(s) of that Lot shall at all times do all work necessary to maintain the same and shall assume and pay all costs incurred in the maintenance, repair, restoration or replacement thereof; and

(G) If any Owner physically disconnects, other than temporarily, from any pipe(s) which is a Utility Facility, it may reconnect only with the consent of all Owners then using the pipe(s) which consent shall not be unreasonably withheld, provided that no such consent shall be required if the party reconnecting imposes no greater burden on the facilities in question than the maximum burden imposed prior to such disconnection.

4.3: Easements to Utility Companies. Each Owner covenants and agrees that it will grant easements in its respective part of the Real Estate to any utility authority or company for providing service to the improvements on the Real Estate, all in accordance with the requirements of Section 4.2(E) and in form and location acceptable to the Owner for the installation and/or maintenance and operation of utility facilities (whether or not such are Utility Facilities) reasonably required for any and all portions of the Real Estate. Such easement(s) shall be perpetual so long as such authority or company uses the same to provide utility services to any part of the Real Estate and shall survive any termination of this Declaration.

Section 5: Carports. Carports (hereinafter the "Carport" or "Carports" when referring to more than one) may be constructed on either Lot 1 or Lot 2 as depicted on the Plan Graphic, Lot 1 and Lot 2 Carport annexed hereto as Exhibit C (the "Carport Plan"). If Carports are erected on both Lot 1 and Lot 2 as shown on the Carport Plan, then each Lot shall be benefited and burdened by an easement (the "Carport Easement") in common as more particularly described in this Section.

5.1: Attachment and Lateral Support. The Carport Easement includes the right to attach one Carport to the other Carport. Each will have the right to lateral support from the other.

5.2: Construction, Maintenance, Repair and Replacement. The Carport Easement includes the temporary right to go on the other Lot as may be reasonably necessary to construct, maintain, repair and replace the Carport. Each owner of a Carport shall maintain and

repair the owner's Carport in reasonably good condition so as not to endanger the structural integrity of the other Carport. Such maintenance shall include (without limitation intended) removal of snow accumulations from the Carport's roof from time to time as necessary to avoid endangering the structural integrity of the Carport.

5.3: Removal. Either Carport may be removed at any time or from time to time, provided that such removal shall not endanger the structural integrity of the other Carport or such additional supports are constructed as are reasonably appropriate so as to maintain the structural integrity of the other Carport, such additional construction to be at the sole cost and expense of the one removing a Carport.

Section 6: Future Use. The easements created herein are not limited to any current use of Lot 1 and Lot 2 but shall serve any lawful purpose to which each of Lot 1 and Lot 2 may be put in the future.

Section 7: No Obstruction or Impediment. Except as may be reasonably necessary in the proper exercise of the rights granted herein, the Common Access Areas will remain free of obstruction. Except as may be reasonably necessary in the proper exercise of the rights granted herein, no vehicles will be allowed to park within the Common Access Areas and no obstruction will be placed within the Common Access Areas to unreasonably impede the free access of the tenants, customers and other invitees of Lot 1 and Lot 2 by foot and by vehicle (as applicable) along the Common Access Areas to and from a public way and to and from Lot 1 and Lot 2.

Section 8: Construction. Initially, the Declarant will construct the sidewalk and driveway and improvements within the Common Access Areas as depicted on the Division Plan, subject to such modifications as reasonably required by the applicable permitting governmental authority. The initial construction by the Declarant will be at Declarant's sole cost and expense. Thereafter, from time to time, any one or more of the Owners of Lot 1 and Lot 2 (collectively the "Owners" or singularly, an "Owner", which expression will refer to the owner or owners of all or any part of Lot 1 and Lot 2) may make, install and construct such additional improvements to the Common Access Areas to exercise those rights granted herein and may connect to existing utilities already installed within the Common Access Areas or as otherwise provided herein provided that (1) all of the cost and expense for such installation, construction or connection shall be the sole responsibility of the Owner and (2) no such installation, construction or connection shall unreasonably interrupt, interfere with, disrupt or diminish service or access to the remainder of Lot 1 and Lot 2. The Owner conducting construction, installation or connection shall have the benefit of a temporary construction easement on the Real Estate, but only to the extent reasonably necessary for such construction, installation or connection and only to the extent such temporary construction easement will not interrupt, interfere with, disrupt, or diminish service or access to use of the remainder of the Real Estate burdened by such temporary easement. Each Owner will provide the other Owners with reasonable written notice prior to commencement of any work pursuant to this Section and will cooperate with the other Owners to minimize any inconvenience to the other Owners, their tenants, customers and other invitees.

Section 9: Maintenance, Repair, Replacement and Snow Removal. The Owners of Lot 1 and Lot 2 will maintain, repair and replace the improvements located from time to time on,

in or under the part of the Common Access Areas as needed to keep the same in good condition and will provide for prompt removal of snow and ice from the Common Access Areas, except that, where Utility Facilities pipes serving one of Lot 1 or Lot 2, exclusively, located within the Common Access Areas requires maintenance, repair and replacement, then the cost of same will be borne solely by the Owner(s) of the Lot served by the same. Except as provided above with respect to Utility Facilities serving one Lot exclusively, initially, the Owner(s) of Lot 1 will pay all costs for such maintenance, repair, replacement and removal. However, upon the earlier of the issuance of a building permit or commencement of construction of improvements on Lot 2 (excluding improvements to the Common Access Areas), the Owner(s) of Lot 2 will contribute 50% of such cost and the Owner(s) of Lot 1 will contribute 50% of such costs.

Section 10: Contribution. To the extent an Owner (the "Defaulting Owner") fails to fulfill the Owner's obligation to pay the Owner's portion of the cost to maintain the Common Access Areas in good condition and to provide for prompt removal of snow and ice from the Common Access Areas following thirty (30) days' notice from another Owner to the Defaulting Owner of such failure, the other Owner giving such notice may, but need not, perform the required maintenance and/or removal of snow and ice and shall be entitled to full reimbursement from the Defaulting Owner for such expense together with reasonable attorneys' fees and costs incurred in enforcing this provision.

Section 11: Term of Easement. The Easement and the rights and burdens of this Declaration shall be perpetual and will run with the land, binding the Owners and their successors in interest in Lot 1 and Lot 2, respectively.

Section 12: Quality of Work. All of the work performed pursuant to this Declaration will be performed in a good, workmanlike manner and will be of good quality, using materials suitable for the intended purpose. Any soil, lawn, landscaping, pavement, berms and other improvements disturbed in the performance of the work will be promptly restored (if appropriate) as near as practicable to its condition existing prior to such disturbance.

Section 13: Indemnity. Each Owner will indemnify each of the other Owners and those in privity of estate with such Owners and hold them harmless from all claims, demands and suits arising from any work performed pursuant to this Declaration by or on behalf of the Owner (the "Indemnifying Owner"). In addition, the Indemnifying Owner will promptly cause to be discharged any so-called mechanics' liens and the like placed on another Owner's property as a result of work performed pursuant to this Declaration by or on behalf of the Indemnifying Owner. This indemnity will extend to reasonable attorneys fees incurred in defending such claims, demands and suits and in enforcing this provision.

Section 14: Compliance with Law. All work and undertakings performed pursuant to this Declaration will be performed in full compliance with all applicable laws and regulations and in full compliance with applicable permits and the conditions contained therein.

Section 15: Third Parties. This Declaration is solely for the benefit of Lot 1 and Lot 2, the respective Owners from time to time of Lot 1 and Lot 2, and those in privity of estate with

the Owners from time to time. No other person or entity shall derive any benefit or be entitled to assert any right or claim under this Declaration.

Section 16: Notices. Any notices required or useful for the purpose of this Declaration shall be delivered in hand, or delivered by reputable commercial courier, or delivered by first class U.S. mail, certified, return receipt requested to the Owners at the address maintained for such Owner by the municipal assessor or to such other address as the Owner may provide to the other Owners by such notice.

Section 17: Headings. Section headings are for convenience only. They are not intended to expand or restrict the scope or the substance of the provisions of this Declaration.

Section 18: Gender, Etc. Wherever used in this Declaration, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

Section 19: Governing Law. This Declaration shall be governed by the laws of the State of Maine.

Section 20: Time. Time is of the essence of this Declaration.

Section 21: Amendment. This Declaration may not be amended, modified or revoked except by a writing signed by all of the Owners of Lot 1 and Lot 2, and shall not be effective against persons without actual notice of such amendment, modification or revocation until such writing has been recorded in the Androscoggin County Registry of Deeds.

Section 22: Entire Document. This is the entire Declaration. There is no other agreement, oral or written, relating to this Declaration.

Section 23: Severability. If any provision of this Declaration shall be determined to be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions of this Declaration shall remain in full force and effect and shall be enforceable to the maximum extent permitted by applicable law.

Section 24: Exhibits. The following Exhibits are annexed hereto and incorporated herein by reference:

- Exhibit A – Description of Real Estate
- Exhibit B – Division Plan
- Exhibit C – Carport Plan

Executed as of the date first written above.

CEI Housing, Inc.

By: John W Egan
Print Name: JOHN W EGAN
Title: Director of Housing Dev.

STATE OF MAINE
ANDROSCOGGIN COUNTY

March 21, 2013

Personally appeared the above-named John W. Egan and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of CEI Housing, Inc.

Before me,

Ronald L. Bissnette
~~Notary Public~~ / Attorney at Law
Print Name: Ronald L. Bissnette
My Commission Expires: N/A

EXHIBIT A**Description of Real Estate**

Three certain lots or parcels of land, with any buildings thereon, situated in Auburn, County of Androscoggin, and State of Maine, bounded and described as follows:

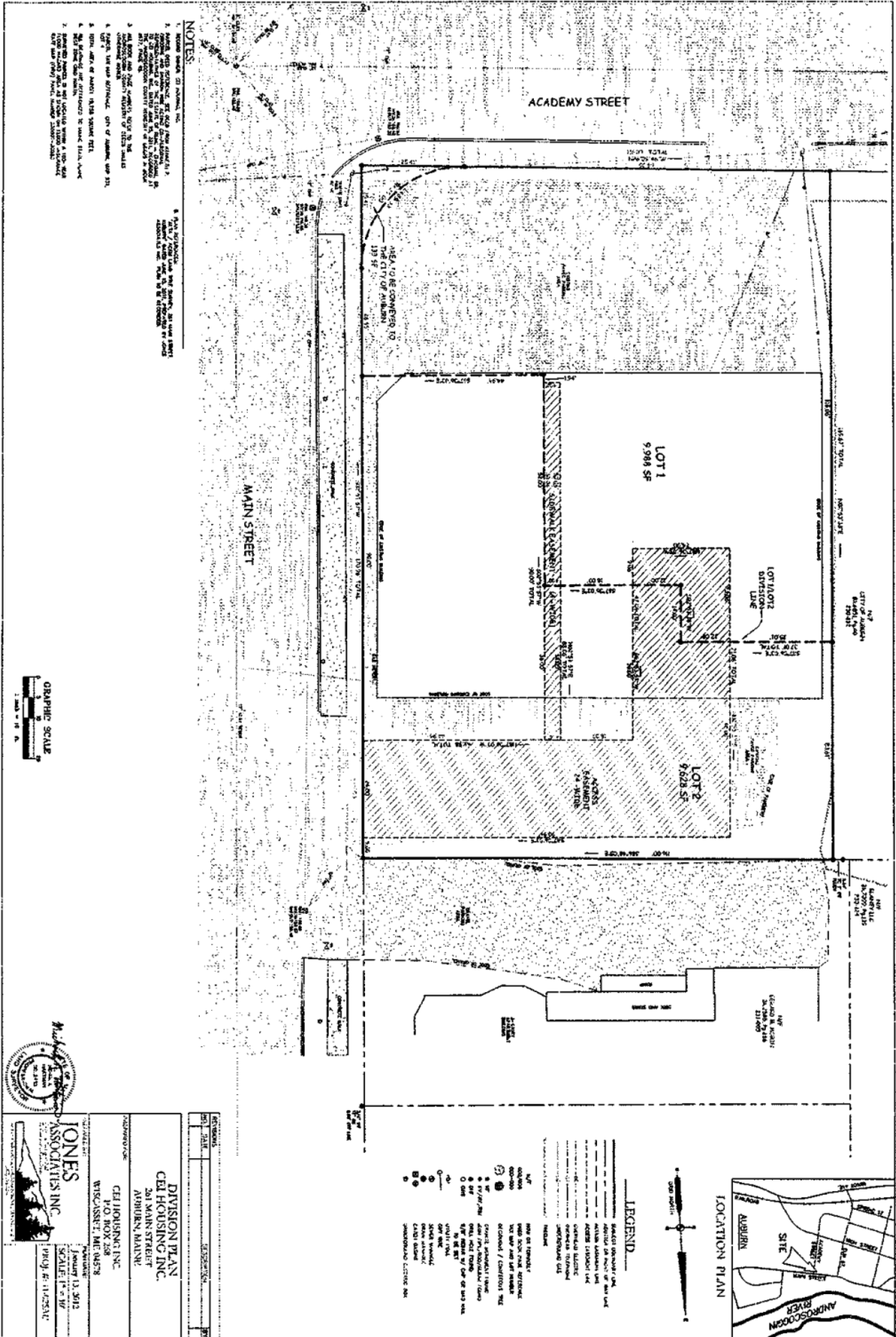
Parcel One: Situated at the corner of Main and Academy Streets in said Auburn, bounded and described as follows: Beginning at the corner of Main and Academy Streets; thence running northeasterly by said Main Street fifty-five (55) feet to land now or formerly of Eugene P. Lane; thence running northwesterly and parallel with Academy Street one hundred fifteen (115) feet to land now or formerly of one Penley; thence running southwesterly by land now or formerly of said Penley fifty-five (55) feet to said Academy Street; thence running southeasterly by said Academy Street one hundred fifteen (115) feet to said Main Street and the point of beginning.

Parcel Two: Situated on the westerly side of Main Street in said Auburn and bounded and described as follows: Beginning on the westerly side of Main Street at the southeasterly corner of land now or formerly owned by one Packard; thence running westerly by the southerly line of said Packard lot to land now or formerly owned by the Blanchard Estate; thence southerly by the line of land of said Blanchard Estate thirty (30) feet; thence running easterly to Main Street by a line parallel with the line first above described; thence northerly by said Main Street to the point of beginning.

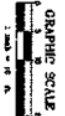
Parcel Three: Situated on the westerly side of said Main Street, the house formerly on said lot being formerly numbered 255 and formerly known as the Jacob Herrick Place, bounded and described as follows; on the northerly side by land now or formerly of Charles L. Conant; on the easterly side by Main Street; on the southerly side by land now or formerly of one Lane; and on the westerly side by land formerly belonging to B. P. Briggs and formerly to Eugene W. Penley; being a piece of land about eighty-five and one-half (85 ½) feet in width on Main Street and extending back to said Penley land about one hundred sixteen (116) feet.

Being the same premises described in the deed from Kenneth P. Chicoine and Sharon Wise, Co-Personal Representatives of the Estate of Rene J. Chicoine to CEI Housing, Inc. dated June 15, 2011 and recorded in the Androscoggin County Registry of Deeds on June 16, 2011 in Book 8177, Page 45.

EXHIBIT B - DIVISION PLAN



- NOTES:**
1. RECORD MAP NO. 23, 2006, INC.
 2. THIS PLAN WAS PREPARED BY THE ENGINEER OF RECORD FOR THE CITY OF ALBANY, NEW YORK. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE CONFORMANT WITH THE CITY OF ALBANY ZONING REGULATIONS.
 3. ALL DIMENSIONS AND DISTANCES SHOWN ON THIS PLAN SHALL BE IN FEET AND DECIMAL PARTS THEREOF.
 4. CORNER MARKS ARE SHOWN AT THE INTERSECTION OF LOTS 1 AND 2.
 5. THE CITY OF ALBANY HAS REVIEWED THIS PLAN AND HAS GRANTED A VARIANCE FROM THE CITY OF ALBANY ZONING REGULATIONS.
 6. THE CITY OF ALBANY HAS GRANTED A VARIANCE FROM THE CITY OF ALBANY ZONING REGULATIONS.
 7. THE CITY OF ALBANY HAS GRANTED A VARIANCE FROM THE CITY OF ALBANY ZONING REGULATIONS.
 8. THE CITY OF ALBANY HAS GRANTED A VARIANCE FROM THE CITY OF ALBANY ZONING REGULATIONS.



IONES ASSOCIATES INC.
 DIVISION PLAN
 C&L HOUSING INC.
 241 MAIN STREET
 ALBANY, MAINE

CEJ HOBBS INC.
 40 KOSYR
 WISCASSET, ME 04578

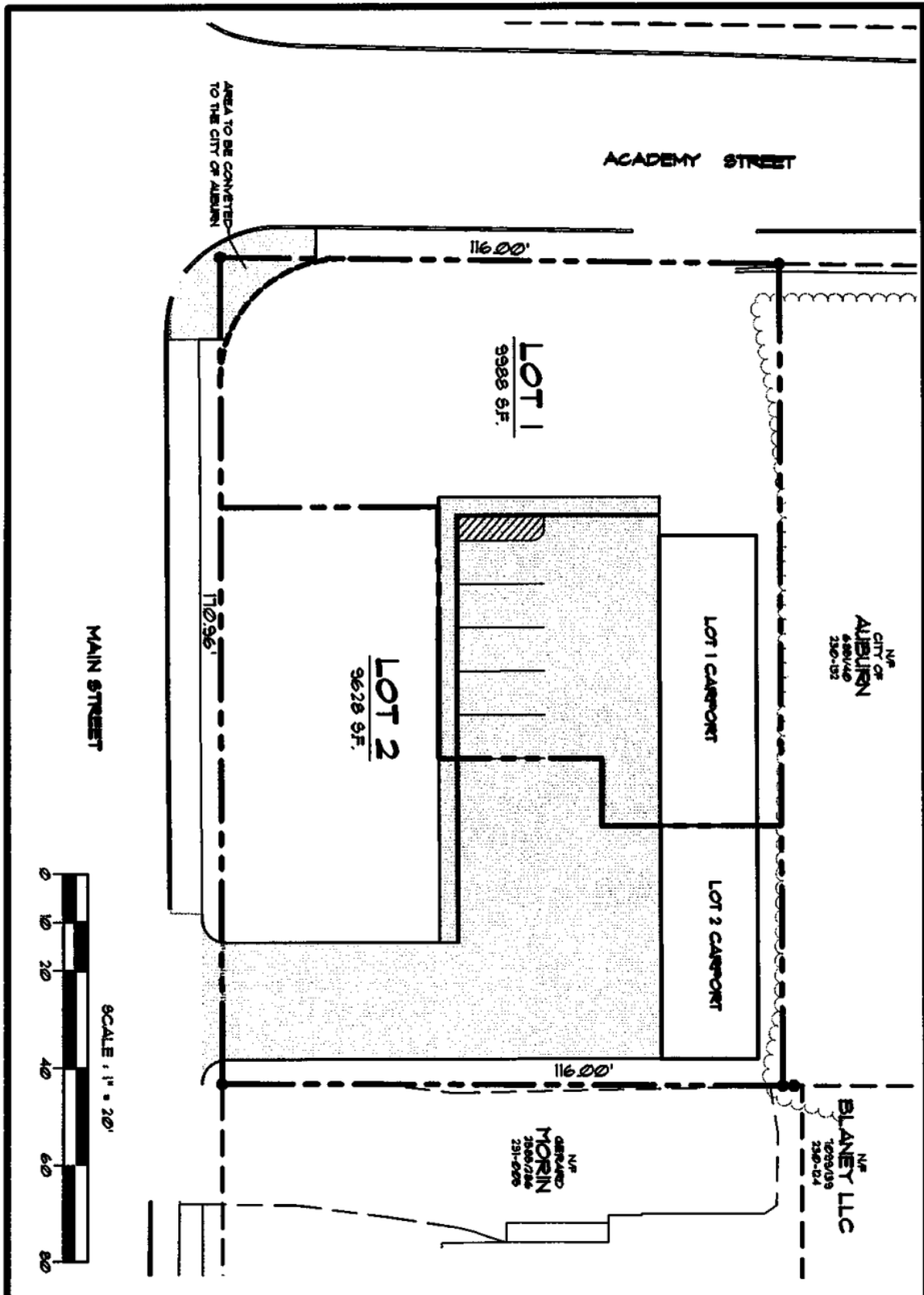
January 13, 2012
 SCALE: 1" = 10'
 PREP BY: JH/STC

LEGEND

- Section Boundary Line
- Lot Boundary Line
- Area to be Considered to the City of Albany
- Proposed Street
- Proposed Lot
- Proposed Building Footprint
- Proposed Driveway
- Proposed Sidewalk
- Proposed Storm Sewer
- Proposed Water Sewer
- Proposed Gas Line
- Proposed Electric Line
- Proposed Telephone Line
- Proposed Cable TV Line
- Proposed Sewer Main
- Proposed Water Main
- Proposed Gas Main
- Proposed Electric Main
- Proposed Telephone Main
- Proposed Cable TV Main



EXHIBIT C - CARPORT PLAN



SHEET 1	PLAN GRAPHIC LOT 1 & LOT 2 CARPORT	Stoneybrook Consultants, Inc. 456 Buckfield Road - Turner, Maine 04282 (207) 514-7491 Voice / (207) 514-7492 Fax	
	PREPARED FOR CEI HOUSING, INC.	DATE: JANUARY 2012 JOB NUMBER: 11-020	DRAWN BY: BRU CHECKED BY: JFG
			SCALE: 1" = 20' CADD: 11-020 CARPORT

Unofficial Property Record Card - Auburn, ME

General Property Data

Parcel ID 231-004	Account Number 231004000
Prior Parcel ID --	Property Location 261 MAIN ST
Property Owner AUBURN CITY OF	Property Use SINGLEFAMILY
Mailing Address 60 COURT ST	Most Recent Sale Date 3/8/2013
City AUBURN	Legal Reference 8632-345
Mailing State ME Zip 04210	Grantor CEI HOUSING INC,
ParcelZoning	Sale Price 0
	Land Area 0.220 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 5,100	Land Value 55,000	Total Value 60,100
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Building Description

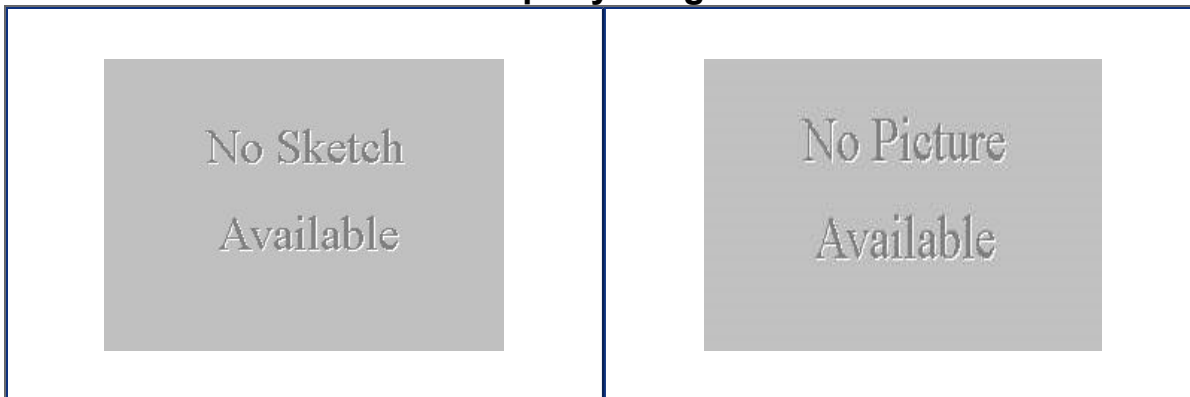
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition N/A	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.220 acres of land mainly classified as SINGLEFAMILY with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.