1. Agenda

   Documents: AGENDA 10.09.13.PDF
2. Packet

   Documents: HCDPACKET10092013.PDF

CITY OF PORTLAND, MAINE
Notice of Meeting/Agenda

Housing and Community Development Committee

DATE: 10/9/2013
TIME: 5:30 PM
LOCATION: Room 209, Second Floor
Portland City Hall

AGENDA

1. Nathan Clifford School – Review and recommendation to City Council on one of two options for a Purchase and Sale Agreement with Developer's Collaborative - Greg Mitchell

   a. See enclosed memo from Greg Mitchell and proposed Purchase and Sale Agreements
   b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to discuss negotiations and provide guidance to staff.

2. Riverside Street Property – Review and recommendation to City Council for a Purchase and Sale Agreement with Thompson's Point Development Company, Inc. - Greg Mitchell

   a. See enclosed memo from Greg Mitchell and proposed Purchase and Sale Agreement
   b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to discuss negotiations and provide guidance to staff.

3. Forefront at Thompson Point Transit-Oriented Development (TOD) Tax Increment Financing (TIF) District Amendments – Review and recommendation to City Council on proposed amendments to Thompson's Point TOD TIF District - Greg Mitchell

   a. See enclosed memo from Greg Mitchell and proposed amendments to Thompson's Point TOD TIF District.
   b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to review proprietary information and provide guidance to staff.

4. Reconsider prior HCDC vote on review and recommendation to City Council on Affordable Housing TIF Request from Avesta Housing – 409 Cumberland Avenue Project –

   a. See enclosed memorandum from Mary Davis
   b. Executive Session - Pursuant to 1 M.R.S.A. 405(6) (C) and (F), the Committee may go into executive to review proprietary information.

5. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee will go into executive session to:

   a. Discuss negotiations regarding possible City acquisition of property for City use

and provide guidance to staff.

6. Communication: See enclosed 2013 HCDC Work Plan and revised Calendar

Councilor Nicholas Mavodones
Chair

PORTLAND MAINE

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HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

DATE: October 9, 2013 (Wednesday)
TIME: 5:30 – 7:30 p.m.
LOCATION: Room 209, Second Floor
Portland City Hall

A G E N D A

1. Nathan Clifford School – Review and recommendation to City Council on one of two options for a Purchase and Sale Agreement with Developer's Collaborative - Greg Mitchell
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    b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to discuss negotiations and provide guidance to staff.

2. Riverside Street Property – Review and recommendation to City Council for a Purchase and Sale Agreement with Thompson's Point Development Company, Inc. - Greg Mitchell
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    b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to discuss negotiations and provide guidance to staff.

3. Forefront at Thompson Point Transit-Oriented Development (TOD) Tax Increment Financing (TIF) District Amendments – Review and recommendation to City Council on proposed amendments to Thompson's Point TOD TIF District - Greg Mitchell
    a. See enclosed memo from Greg Mitchell and proposed amendments to Thompson's Point TOD TIF District.
    b. Executive session - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee may go into executive session to review proprietary information and provide guidance to staff.

4. Reconsider prior HCDC vote on review and recommendation to City Council on Affordable Housing TIF Request from Avesta Housing – 409 Cumberland Avenue Project –
    a. See enclosed memorandum from Mary Davis.
    b. Executive Session - Pursuant to 1 M.R.S.A. 405(6) (C) and (F), the Committee may go into executive to review proprietary information.

5. **Executive session** - Pursuant to 1 M.R.S.A. 405(6)(C) and (F), the Committee will go into executive session to:
    a. Discuss negotiations regarding possible City acquisition of property for City use and provide guidance to staff.
6. Communication: See enclosed 2013 HCDC Work Plan and revised Calendar

Councilor Nicholas Mavodones
Chair

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Housing and Community Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: October 3, 2013

SUBJECT: Proposed Purchase and Sale Agreement for Nathan Clifford School Redevelopment

I. Summary of Issue

Mayor Brennan appointed the Nathan Clifford Proposal Review Committee to oversee selection of a development team as recommended by the Nathan Clifford Re-Use Advisory Task Force.

Based upon discussions at the September 25th HCDC meeting related to maximizing site open space, two options for proposed Purchase and Sale Agreements with the Developer's Collaborative are being presented to the HCDC for review, discussion, and agreement on one option and vote to recommend to the City Council.

II. Reason for Submission

This is being submitted to the HCDC for its review and selection of one of two Purchase and Sale Agreement options and for a recommendation to the City Council, as City Council authorization is necessary for the City Manager to execute the Agreement.

Background

Transfer of control of the Nathan Clifford School from the School Department to the City was accepted by the City Council on February 6, 2012.

On June 18, 2012, the City Council then established the Nathan Clifford Re-Use Advisory Task Force to report to the HCDC with recommended preferred uses for the property, as well as a list of criteria for ranking potential uses and a process to review proposals. The Task Force completed its work November 2012, and the City Council approved the Task Force's recommendations on December 17, 2012. The Mayor then appointed the Nathan Clifford Proposal Review Committee (NCPRC) in July 2013 to oversee selection of a development team for its re-use.

The NCPRC issued a Request for Qualifications and two development teams, Developer's Collaborative and Community Housing of Maine, provided responses expressing interest in the property. The proposal from Developer's Collaborative included 22 market rate residential apartment units with +/- 18 units located in the school building and +/- 4 units located in new structures on the school property. Community Housing of Maine's proposal included 60 affordable residential apartments, with up to 24 of those united located in new construction.

After review of the two proposals, the NCPRC voted unanimously to recommend to the HCDC and City Council acceptance of the proposal submitted by Developer's Collaborative, finding that the material submitted met the applicable criteria in the RFQ. The Committee further qualified its recommendation that the proposal will meet current zoning, provide a more detailed site plan, provide additional financial information for review by Economic Development staff, and clarify its proposal regarding community use of the property.

III. Intended Result

The intended result is to have the Nathan Clifford School redeveloped for market rate residential housing and provide for community use of some of the property. It will also put this property back on the tax role of the City.

IV. Council Goal Addressed

Promote housing production by removing regulatory barriers, providing or expanding financing programs, and investigating the use of City owned land for housing purposes.

V. Financial Impact

Two options to sell the property to Developers Collaborative include:

Option A – Property sale proceeds for $1.00 dollar, establishment of a large conservation area for public use, and generation of property taxes estimated at $78,000 per year.

Option B - Property sale proceeds for $200,000, establishment of a small conservation easement for public use, and generation of property taxes estimated at $78,000 per year.

VI. Staff Analysis

Staff analysis results in finding many public benefits associated with this proposal by Developer's Collaborative, including:

- Property sale proceeds;
- Elimination of capital improvement and annual operating costs associated with continued City ownership of Nathan Clifford School;
- Conversion of tax exempt property to taxable property;
- Additional housing units to meet Portland's growing population;
- Preservation of an historic structure; and,
- Preservation of site open space under a conservation easement.

Staff analysis concludes that the property sale amounts associated with both options are appropriate based upon reviewing project proprietary project financial pro forma information.

VII. Recommendation

Staff recommends that the HCDC select its preferred Purchase or Sale Agreement Option (A or B) and forward it to the City Council with a recommendation that the City Manager be authorized to execute said Agreement.

VIII. List of Attachments

1. Option A Proposed Purchase and Sale Agreement
2. Option B Proposed Purchase and Sale Agreement

OPTION A

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of October ____, 2013, by and between the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 17 Chestnut Street, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, Seller sought proposals from parties interested in redeveloping the former Nathan Clifford School; and

WHEREAS, Buyer submitted a proposal that included development of up to 22 residential dwellings, as more particularly described in Buyer's proposal; and

WHEREAS, Buyer intends to rehabilitate the school building on such property and place the same in service by the end of 2014;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located at 172 Falmouth Street, bounded by Deane, Falmouth and Payson Streets in the City of Portland, Maine, shown as City of Portland Tax Map 66A, consisting of all of the land shown on such tax map as Block A, Lots 1, 5-8, 11 and 12, comprising approximately 66,804 square feet of land, improved with the former Nathan Clifford School building and related infrastructure, land and improvements, with frontage on Deane, Falmouth and Payson Streets, together with all easements appurtenant thereto (collectively the "Premises"). The Premises are shown on the drawing attached hereto as Exhibit A.

2. Purchase Price. Buyer shall pay to Seller the sum of One Dollar. As additional consideration for the transfer of the Premises to Buyer, Buyer agrees it shall execute and deliver to Seller at closing a recreation easement in form and substance substantially identical to that attached hereto as Exhibit B covering a portion of the Premises as depicted in Exhibit A. There shall be no deposit.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects

as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before December 31, 2013 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the balance of the Purchase Price, a Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing. At Buyer's request and upon at least five business days' prior notice, Seller agrees to close earlier than December 31, 2013.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted. Seller acknowledges that Buyer intends to use historic tax credits to finance the

Project and that any alterations to the Premises which adversely affects the ability of Buyer to use historic tax credits shall be considered a material adverse change for purposes of this Section.

(b) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances, excepting the conditions set forth in Section 13 below regarding development activities, which conditions shall survive the closing but shall not be recorded.

(c) As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) At the closing, Buyer shall execute and deliver to Seller a recreation easement in substantially the form of that attached hereto as Exhibit B.

If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit. Seller shall not be obligated to close if it is not reasonably satisfied with the form of easement Buyer is prepared to execute and deliver as provided in subsection (d) above

10. Default and Remedies. In the event Buyer party defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

11. Assignment. Upon notice to and prior consent of Seller, which consent shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of the Buyer. Notwithstanding the foregoing, Buyer has the right to unilaterally assign the Agreement without Seller's consent to an affiliate of the Buyer formed for the express purpose of redeveloping the Nathan Clifford School. Such entity shall include the federal and state historic tax credit investors as non-managing members or partners and the Buyer or affiliate as managing member or partner.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Development Activities. Buyer intends to redevelop the former school building on the Premises as a multi-unit residential building targeting professionals and active retirees as residents and containing amenities such as a fitness center, storage space, shared space and lounge, in such configurations and design as Buyer shall in its discretion determine. The redevelopment shall use quality materials and have up to 22 units. The rehabilitation shall use among other sources the federal and state historic tax credits. Buyer agrees to pursue the rehabilitation, including design, permitting and financing, with commercially reasonable diligence, with the intention of placing the

building in service by December 31, 2014. Buyer agrees to make recreational equipment and/or other capital investment improvements within the public recreation easement area at an expense of not more than Fifteen Thousand Dollars ($15,000), contemporaneous with the redevelopment of the Premises.

14. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 11 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

CITY OF PORTLAND, Seller

_____

By:_____
Mark H. Rees, its
City Manager

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC, Buyer

_____

By:_____
Kevin R. Bunker, its Manager

EXHIBIT A

OPTION 1

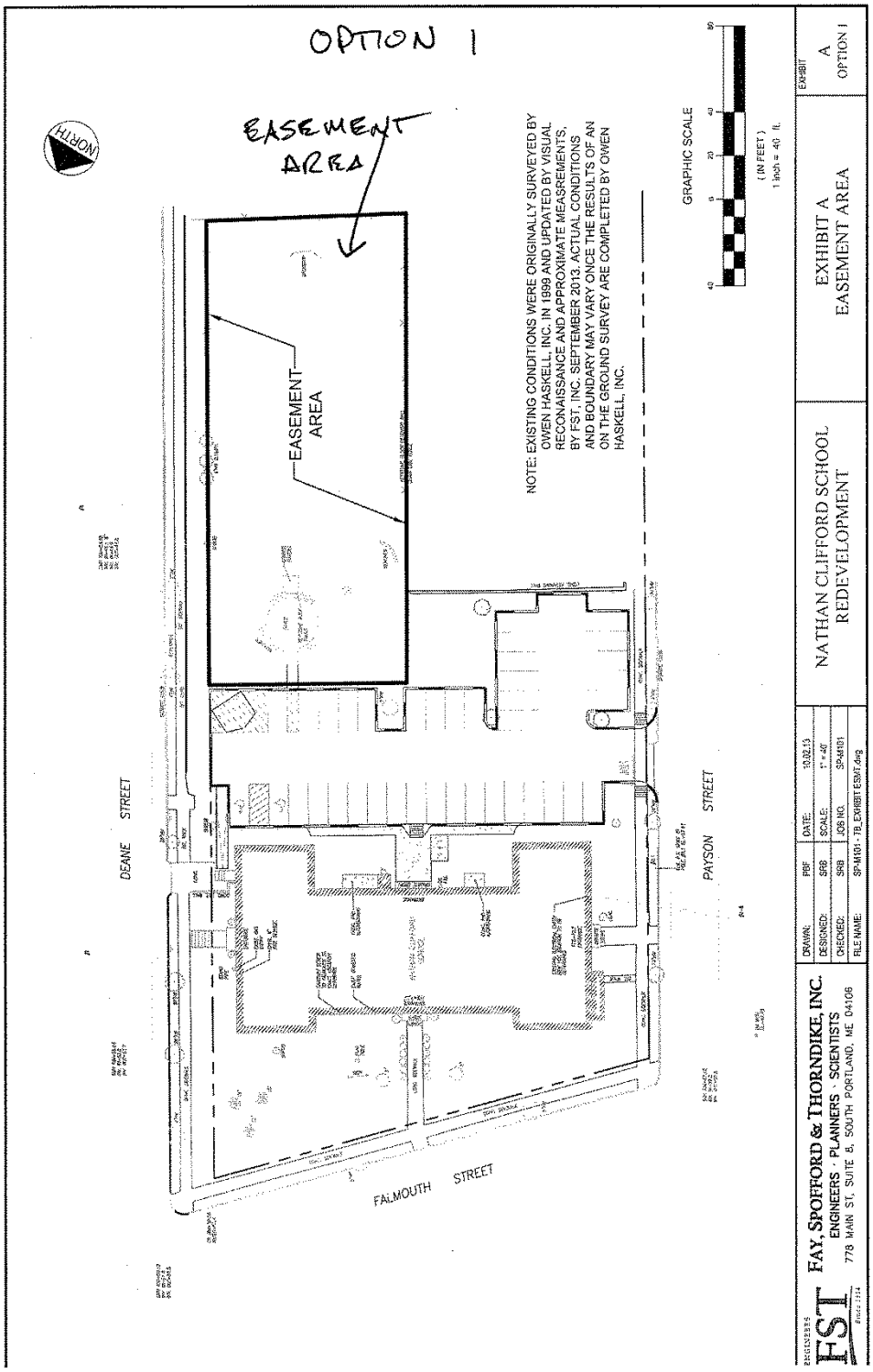


EXHIBIT B

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that [DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, ***[or assigns]***], a Maine limited liability company doing business in Portland, Maine ("Owner") for consideration paid, hereby grants to the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (the "City"), an easement, more particularly described below, for the purposes set forth below, in common with Owner. The land which is subject to the easement granted herein is part of the land described in the deed to Owner from the City of even or near date and recorded at the Cumberland County Registry of Deeds in Book _____, Page _____ ("Owner's Land") and is shown in the drawing attached hereto as Exhibit A and made a part hereof.

Owner grants to the City a permanent and perpetual recreation easement (the "Easement") over the area shown in the drawing attached hereto as Exhibit A (the "Easement Area"), together with the right to pass and repass by foot and maintenance vehicles to and from the Easement Area. The Easement is granted solely for recreational uses (and directly related maintenance activities, as described below) only, and the Easement Area shall be used as a park. Owner agrees at its expense to provide basic maintenance of the Easement Area, limited to mowing the grass, maintaining and replacing landscaping and, on an as-needed basis, pruning tree branches and limbs in the Easement Area and to provide for the removal of reasonable amounts of trash from the Easement Area.

The City agrees by acceptance of this Easement that it (i) shall limit access to the Recreational Easement Area by the public to daylight hours, (ii) shall take reasonable steps to prevent nuisances or other activities that may adversely affect the use and enjoyment of Owner's Land and (iii) shall not take or allow the taking of any action that might cause Owner to be in violation of Owner's permits and approvals for the project on Owner's Land. If the City fails to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner shall provide City with written notice of such fact. If the City fails to remedy the situation giving rise to Owner's notice within ten (10) days of the date of the notice, Owner may take action to address the same which action may, without limitation, include closing the Easement Area to public access. In the event of repeated failure by the City to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner may take action as set forth above without further notice to the City.

Both parties intend that the contemplated uses of the Easement qualify for the protections and immunities afforded owners or easement holders under 14 M.R.S.A. § 159-A.

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, [Developers Collaborative Predevelopment LLC] has caused this instrument to be executed by its Manager thereunto duly authorized, this _____ day of _____, 201__.

WITNESS:

[DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, Buyer

_____

By:_____
Kevin R. Bunker, its Manager]

REVIEWED AND AGREED TO:

CITY OF PORTLAND

By:_____
Mark H. Rees, its City Manager

STATE OF MAINE
CUMBERLAND, SS. _____, 201__

Personally appeared the above-named [Kevin R. Bunker, Manager of Developers Collaborative Predevelopment LLC], as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
Notary Public/Attorney-at-Law

Print Name:_____
My commission expires:_____

OPTION B

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of October ____, 2013, by and between the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 17 Chestnut Street, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, Seller sought proposals from parties interested in redeveloping the former Nathan Clifford School; and

WHEREAS, Buyer submitted a proposal that included development of up to 22 residential dwellings, as more particularly described in Buyer's proposal; and

WHEREAS, Buyer intends to rehabilitate the school building on such property and place the same in service by the end of 2014;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located at 172 Falmouth Street, bounded by Deane, Falmouth and Payson Streets in the City of Portland, Maine, shown as City of Portland Tax Map 66A, consisting of all of the land shown on such tax map as Block A, Lots 1, 5-8, 11 and 12, comprising not less than 66,804 square feet of land, improved with the former Nathan Clifford School building and related infrastructure, land and improvements, with frontage on Deane, Falmouth and Payson Streets, together with all easements appurtenant thereto (collectively the "Premises"). The Premises are shown on the drawing attached hereto as Exhibit A.

2. Purchase Price. Buyer shall pay to Seller the sum of Two Hundred Forty Thousand ($200,000) at the closing, by certified or bank cashier's check or wire transfer. There shall be no deposit. As additional consideration for the transfer of the Premises to Buyer, Buyer agrees it shall execute and deliver to Seller at closing a recreation easement in form and substance substantially identical to that attached hereto as Exhibit B covering a portion of the Premises as depicted in Exhibit A.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied, then this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects

as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before December 31, 2013 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the balance of the Purchase Price, a Quitclaim Deed without Covenant to the Premises and such other customary instruments, documents and affidavits as may be associated with said closing. At Buyer's request and upon at least five business days' prior notice, Seller agrees to close earlier than December 31, 2013.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted. Seller acknowledges that Buyer intends to use historic tax credits to finance the

Project and that any alterations to the Premises which adversely affects the ability of Buyer to use historic tax credits shall be considered a material adverse change for purposes of this Section.

(b) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances, excepting the conditions set forth in Section 13 below regarding development activities, which conditions shall survive the closing but shall not be recorded.

(c) As of the date hereof, and as of the Closing Date, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) At the closing, Buyer shall execute and deliver to Seller a recreation easement in substantially the form of that attached hereto as Exhibit B.

If the conditions described in subsections (a) through (c) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit. Seller shall not be obligated to close if it is not reasonably satisfied with the form of easement Buyer is prepared to execute and deliver as provided in subsection (d) above

10. Default and Remedies. In the event Buyer party defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement. In the event Seller defaults under this Agreement, Buyer shall have available all remedies at law and in equity, including, without limitation, the remedy of specific performance.

11. Assignment. Upon notice to and prior consent of Seller, which consent shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of the Buyer. Notwithstanding the foregoing, Buyer has the right to unilaterally assign the Agreement without Seller's consent to an affiliate of the Buyer formed for the express purpose of redeveloping the Nathan Clifford School. Such entity shall include the federal and state historic tax credit investors as non-managing members or partners and the Buyer or affiliate as managing member or partner.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Development Activities. Buyer intends to redevelop the former school building on the Premises as a multi-unit residential building targeting professionals and active retirees as residents and containing amenities such as a fitness center, storage space, shared space and lounge, in such configurations and design as Buyer shall in its discretion determine. The redevelopment shall use quality materials and have up to 18 units. The rehabilitation shall use among other sources the federal and state historic tax credits. Buyer agrees to pursue the rehabilitation, including design, permitting and financing, with commercially reasonable diligence, with the intention of placing the

building in service by December 31, 2014. Buyer is free to develop two additional house lots on the Premises as Buyer see fit, subject to receipt of applicable permits and approvals. Buyer agrees to make recreational equipment and/or other capital investment improvements within the public recreation easement area at an expense of not more than Five Thousand Dollars ($5,000), contemporaneous with the redevelopment of the Premises.

14. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 11 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

_____

CITY OF PORTLAND, Seller

By:_____
Mark H. Rees, its
City Manager

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC, Buyer

_____

By:_____
Kevin R. Bunker, its Manager

EXHIBIT A

OPTION 2

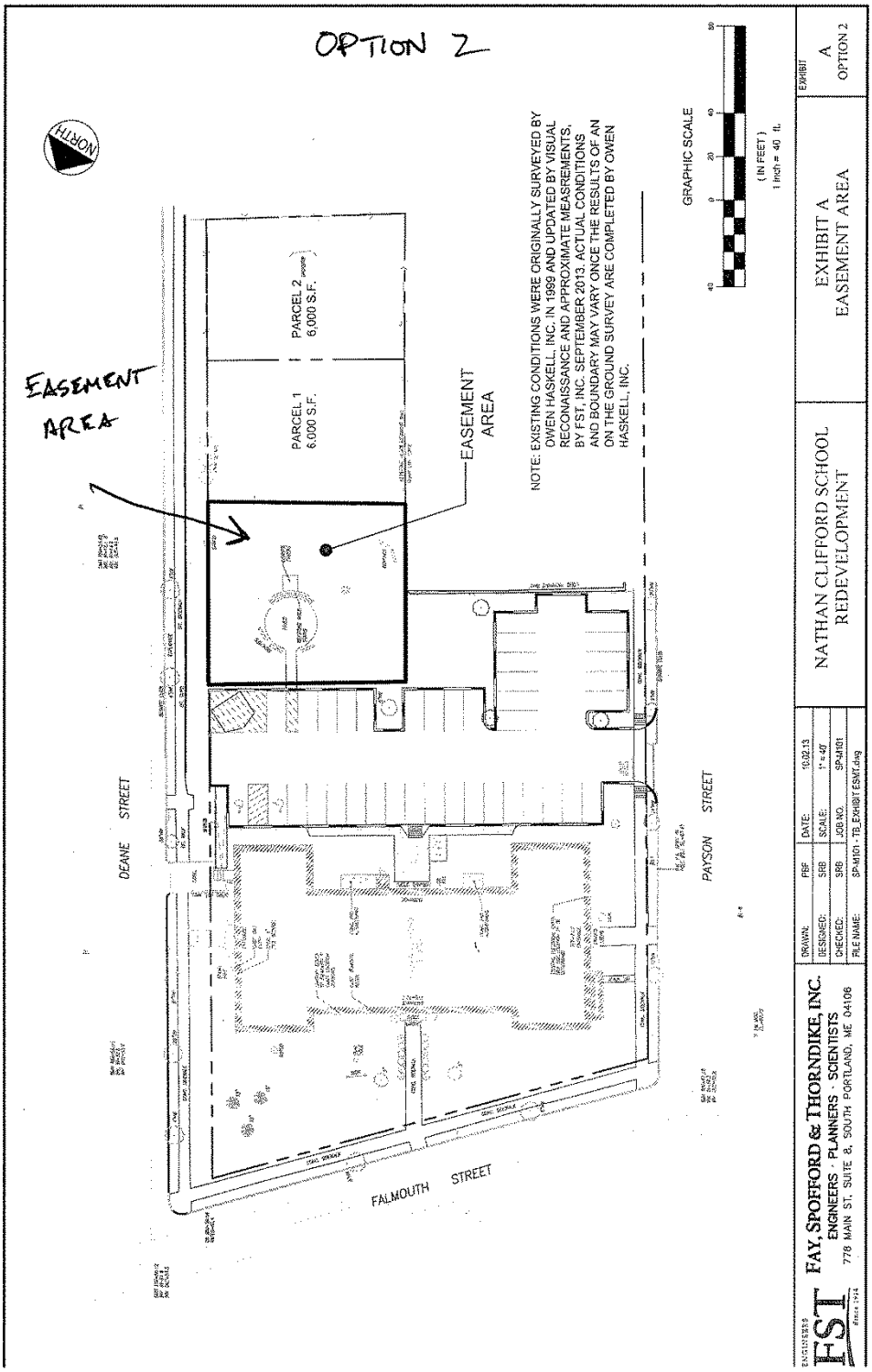


EXHIBIT B

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that [DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, ***[or assigns]***], a Maine limited liability company doing business in Portland, Maine ("Owner") for consideration paid, hereby grants to the CITY OF PORTLAND, a Maine body corporate and politic with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (the "City"), an easement, more particularly described below, for the purposes set forth below, in common with Owner. The land which is subject to the easements granted herein is part of the land described in the deed to Owner from the City of even or near date and recorded at the Cumberland County Registry of Deeds in Book _____, Page _____ ("Owner's Land") and is shown in the drawing attached hereto as Exhibit A and made a part hereof.

Owner grants to the City a permanent and perpetual recreation easement (the "Easement") over the area shown in the sketch attached hereto as Exhibit A and made a part hereof (the "Easement Area"), together with the right to pass and repass by foot and maintenance vehicles to and from the Easement Area. The Easement is granted solely for recreational uses (and directly related maintenance activities, as described below) only, and the Easement Area shall be used as a park. Owner agrees at its expense to provide basic maintenance of the Easement Area, limited to mowing the grass, maintaining and replacing landscaping and, on an as-needed basis, pruning tree branches and limbs in the Easement Area.

The City agrees by acceptance of this Easement that it (i) shall limit access to the Recreational Easement Area by the public to daylight hours, (ii) shall take reasonable steps to prevent nuisances or other activities that may adversely affect the use and enjoyment of Owner's Land and (iii) shall not take or allow the taking of any action that might cause Owner to be in violation of Owner's permits and approvals for the project on Owner's Land. If the City fails to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner shall provide City with written notice of such fact. If the City fails to remedy the situation giving rise to Owner's notice within ten (10) days of the date of the notice, Owner may take action to address the same which action may, without limitation, include closing the Easement Area to public access. In the event of repeated failure by the City to prevent nuisances or activities on the Easement Area that in Owner's judgment adversely affect the use and enjoyment of Owner's Land, Owner may take action as set forth above without further notice to the City.

Both parties intend that the contemplated uses of the Recreation Easement qualify for the protections and immunities afforded owners or easement holders under 14 M.R.S.A. § 159-A.

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, [Developers Collaborative Predevelopment LLC has caused this instrument to be executed by its Manager thereunto duly authorized, this _____ day of _____, 201__.

WITNESS:

[DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, Buyer

_____

By:_____
Kevin R. Bunker, its Manager]

REVIEWED AND AGREED TO:

CITY OF PORTLAND

By:_____
Mark H. Rees, its City Manager

STATE OF MAINE
CUMBERLAND, SS. _____, 201__

Personally appeared the above-named [Kevin R. Bunker, Manager of Developers Collaborative Predevelopment LLC], as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
Notary Public/Attorney-at-Law

Print Name:_____
My commission expires:_____

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Housing and Community Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: October 3, 2013

SUBJECT: Proposed Purchase and Sale Agreement for a Portion of Riverside Street Property

I. Summary of Issue

The Thompson's Point Project developers are interested in acquiring 3 +/- acres of City-owned Riverside Street property to support the relocation of Suburban Propane from Thompson's Point.

Thompson's Point Project developers and Suburban Propane have entered into a Purchase and Sale Agreement that requires the Thompson's Point developers to acquire the Riverside Street property and construct facilities to support Suburban Propane's relocation from Thompson's Point. This relocation will then allow the Thompson's Point Suburban Propane and NNEPRA occupied properties to house a 730+/- parking garage and an event center.

II. Reason for Submission

This is being submitted to the HCDC for its review of the Purchase and Sale Agreement and for a recommendation to the City Council, as City Council authorization is necessary for the City Manager to execute the Agreement.

The Thompson's Point development project, a $100 Million+ mixed use investment at that site, includes an event center, garage, office building, hotel, restaurant, and educational facility. In June 2011, the development plan first came forward and has since evolved, with the most recent proposed acquisition of the Suburban Propane and NNEPRA sites by Thompson's Point Developers and the Developer's relocation of Suburban Propane to Riverside Street.

III. Intended Result

The intended result is to have Suburban Propane relocate from Thompson's Point to the Riverside Street property, and thereby free up that property on Thompson's Point for further redevelopment.

See attached approved Riverside Street property subdivision plan. The areas colored green and blue total 10+/- acres. This acreage is available for sale and/or City use. The blue highlighted area is the proposed site for Suburban Propane, leaving approximately 7+/- acres available for future development opportunities.

IV. Council Goal Addressed

Support and assist in the successful development of following projects while ensuring neighborhood involvement: Thompson Point, Bayside, Downtown (Old Port, Waterfront, Arts District), University of New England.

V. Financial Impact

The financial impact to the City includes property sale proceeds at $285,000, minus any allowable deductions, and an increase in the City tax base. Up to $25,000 could be deducted from the sale proceeds, depending on the costs associated with complying with the development of the driveway, the required drainage improvements, and possible trail-related improvements; see section 2(c) of the PSA. Also, the City will contribute up to $5,000 to the subdivision costs to create the parcel to be conveyed, see section 10 of the PSA.

VI. Staff Analysis

The current market value of vacant industrial property is $95,000/acre.

VII. Recommendation

Staff recommends that the HCDC forward this proposal Purchase and Sale Agreement to the City Council with a recommendation that the City Manager be authorized to execute said Agreement.

VIII. List of Attachments

1. Map highlighting area for sale to Thompson's Point Development Company, Inc.
2. Proposed Purchase and Sale Agreement

DRAINAGE EASEMENTS

PARCEL LINE TABLE

LINE #	LENGTH	BEARING
L14	122.53'	N76°01'12"W
L15	238.38'	N72°49'13"W
L16	277.08'	N14°27'20"W
L17	221.27'	N84°36'56"W
L18	279.42'	S82°46'31"W
L19	37.25'	S32°19'04"W
L20	84.01'	S79°49'08"W
L21	79.02'	N15°57'46"W
L22	40.13'	N84°52'09"W
L23	77.74'	S38°34'30"W
L24	151.27'	N73°04'20"W
L25	251.97'	N84°36'56"W
L26	296.87'	S82°46'31"W
L27	38.18'	S32°19'04"W
L28	43.69'	S79°49'08"W
L29	72.48'	N15°57'46"W
L30	59.51'	N84°52'09"W
L31	218.47'	N72°49'13"W
L32	164.78'	N14°27'20"W
L33	288.53'	S78°49'51"E
L34	30.00'	S11°10'09"W
L35	34.44'	N56°33'16"W
L36	131.61'	N56°33'16"W
L37	144.73'	N49°05'56"E
L38	23.90'	S78°56'02"E
L39	119.63'	N49°05'56"E
L40	9.23'	S78°56'02"E
L41	30.00'	N11°10'09"E

SIDEWALK EASEMENT

PARCEL LINE TABLE

LINE #	LENGTH	BEARING
L12	574.24'	N11°10'09"E
L13	49.96'	N10°57'41"E

LOT LINES

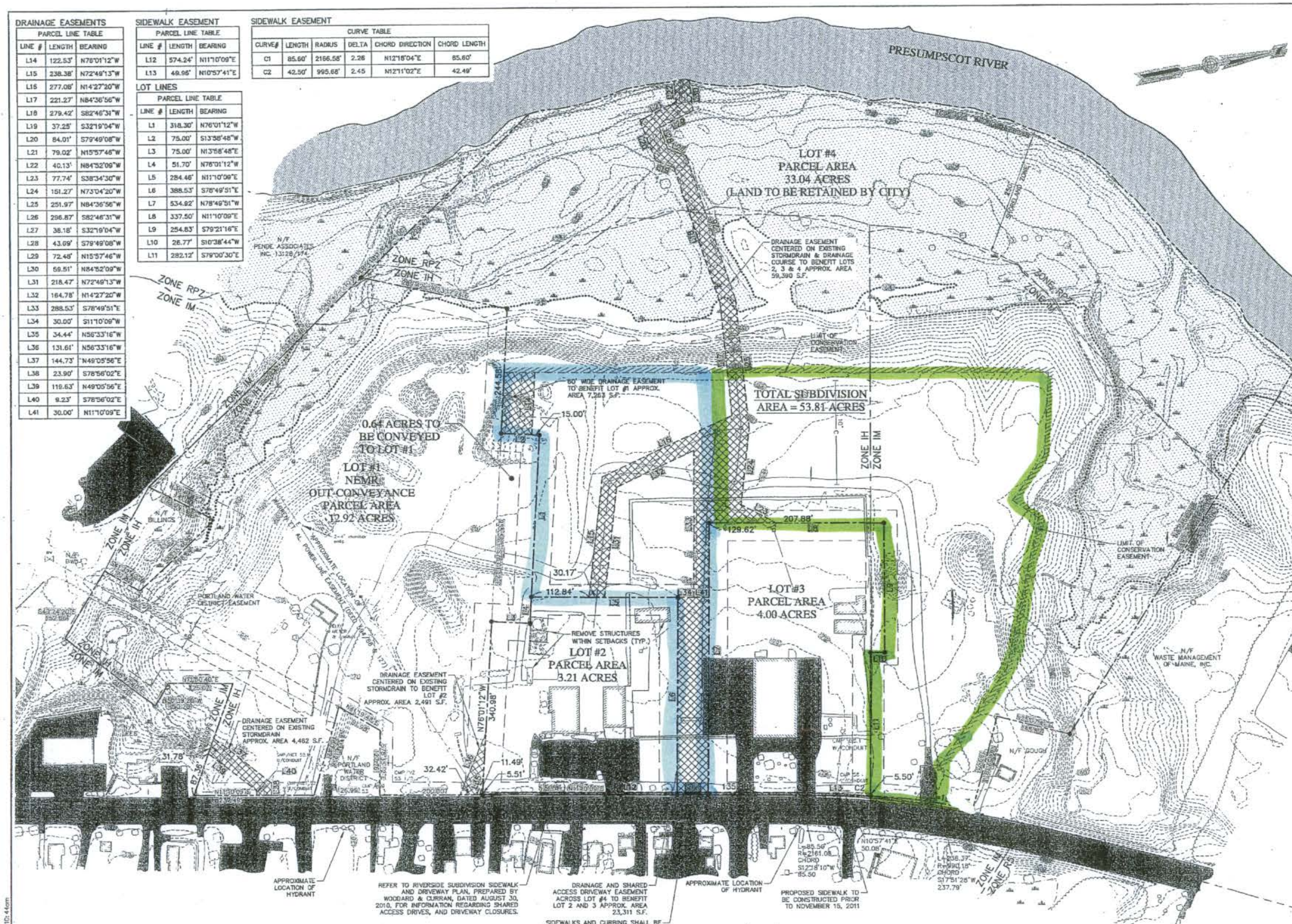
PARCEL LINE TABLE

LINE #	LENGTH	BEARING
L1	318.30'	N76°01'12"W
L2	75.00'	S13°58'48"W
L3	75.00'	N13°58'48"E
L4	51.70'	N76°01'12"W
L5	284.46'	N11°10'09"E
L6	388.53'	S78°49'51"E
L7	534.92'	N78°49'51"W
L8	337.50'	N11°10'09"E
L9	254.83'	S79°21'16"E
L10	26.77'	S10°38'44"W
L11	282.12'	S79°00'30"E

SIDEWALK EASEMENT

CURVE TABLE

CURVE#	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	85.60'	2166.58'	2.26	N12°18'04"E	85.60'
C2	42.50'	995.68'	2.45	N12°11'02"E	42.49'



NOTE: ALL TOPOGRAPHY, EXISTING IMPROVEMENTS, AND PERIMETER PROPERTY LINES TAKEN FROM PLAN REFERENCES 1 AND 2. NO FIELD SURVEYING OR DEED RESEARCH COMPLETED BY OWEN HASKELL, INC. INTERIOR LOT COMPUTATIONS ONLY BY OWEN HASKELL, INC.

PRE-2005 IMPERVIOUS AREAS	
LOT	IMPERVIOUS AREAS (ACRES)
1	0.63
2	2.81
3	3.51
4	2.61

100' 0 100' 200'
BAR SCALE
1" = 100'
CHECK GRAPHIC SCALE BEFORE USING

G:\2010-029 Portland\ACAD-222804.02-C001.dwg, Oct 08, 2010 - 10:44am

APPROVED BY CITY OF PORTLAND PLANNING BOARD:

[signatures]

DATE: 9-21-10

FILED IN BOOK 210,
PAGE 352
10-14-2010, 4:02 P.M.

LEGEND

----40----	EXISTING CONTOUR (INDEX)		GRAVEL
----38----	EXISTING CONTOUR (INTERVAL)		EXISTING TREELINE
....	100' YEAR FLOOD BOUNDARY		WETLAND
	ZONE LINE		EXISTING PAVEMENT
	250' SHORELAND ZONE LINE		PROPOSED PAVEMENT
	CONSERVATION EASEMENT		EXISTING BUILDING
	EXISTING PROPERTY LINE		PROPOSED EASEMENT
	PROPOSED PROPERTY LINE		PROPOSED ACCESS DRIVE
	SETBACK LINE		
	FORMER LOT LINE		
	CAPPED IRON ROD TO BE SET		

PLAN REFERENCES:

1. BOUNDARY SURVEY PROVIDED BY CITY OF PORTLAND, MAINE, PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION, DATED DECEMBER 16, 2005 AND REVISED APRIL 11, 2006, NUMBERED 1 OF 2, TITLED "STANDARD BOUNDARY SURVEY OF LUCAS TREE COMPANY SITE, RIVERSIDE STREET, PORTLAND, MAINE".
2. TOPOGRAPHIC PLAN PROVIDED BY CITY OF PORTLAND, MAINE, PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION, DATED DECEMBER 16, 2005 AND REVISED MAY 7, 2010, NUMBERED 2 OF 2, TITLED "TOPOGRAPHIC PLAN OF LUCAS TREE COMPANY SITE, RIVERSIDE STREET, PORTLAND, MAINE".
3. CONSERVATION EASEMENT PROVIDED BY THE CUMBERLAND COUNTY REGISTRY OF DEEDS, RECEIVED MARCH 31, 2010 AT 9:51 AM AND RECORDED IN PLAN BOOK 210, PAGE 129. PLAN TITLED "CONSERVATION EASEMENT PLAN FOR THE TRUST FOR PUBLIC LAND, 116 NEW MONTGOMERY STREET, SAN FRANCISCO, CA 94105, EASEMENT LOCATED RIVERSIDE, STREET PORTLAND MAINE", DATED MARCH 3, 2010.
4. DRAINAGE INFRASTRUCTURE LOCATED VIA GPS BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC SERVICES DURING A SITE VISIT ON SEPTEMBER 7, 2010; SUPPLEMENTED WITH CATCH BASIN LOCATIONS SHOWN ON THE FIELD SURVEY PLAN FROM OWEN HASKELL DATED AUGUST 31, 2010.

WAIVERS:

1. THE APPLICANT REQUESTS A WAIVER OF SECTION 14-496 (A) 15 RELATIVE TO SHOWING PROPOSED FINISH SPOT ELEVATIONS AROUND THE PERIMETER OF THE SUBDIVISION.

OWNER OF RECORD:

CITY OF PORTLAND
389 CONGRESS STREET,
PORTLAND, MAINE 04101
C.C.R.D. BOOK 27625 PAGE 68

RIVERSIDE SUBDIVISION PLANNING BOARD CONDITIONS OF APPROVAL DATED SEPTEMBER 21, 2010

1. THE APPLICANT SHALL SUBMIT A LETTER FROM PORTLAND TRAILS CONFIRMING PERMISSION TO ESTABLISH DRAINAGE EASEMENT(S) WITHIN THE CONSERVATION EASEMENT OF LOT 4 FOR CORPORATION COUNSEL REVIEW AND APPROVAL.
2. THE APPLICANT SHALL SUBMIT FINAL AND EXECUTED COPIES OF VARIOUS PROPERTY AGREEMENTS AND EASEMENTS ASSOCIATED WITH THE SUBDIVISION FOR CORPORATION COUNSEL REVIEW AND APPROVAL PRIOR TO THE RELEASE OF THE SUBDIVISION PLAT.
3. THE SUBDIVISION RECORDING PLAT SHALL INCLUDE A NOTATION THAT A TRAFFIC MOVEMENT PERMIT WILL BE NECESSARY IF AND WHEN THE TRIP LEVELS FOR THE SUBDIVISION REACHES PERMIT THRESHOLDS.
4. UNLESS OTHERWISE APPROVED BY THE PLANNING BOARD UNDER SITE PLAN REVIEW, UNDERGROUND UTILITIES SHALL BE REQUIRED.

ZONE IM DIMENSIONAL REQUIREMENTS

A. MINIMUM LOT SIZE:
   1. CORRECTIONAL PRERELEASE FACILITIES: TEN THOUSAND (10,000) SQUARE FEET
   2. OTHER USES NONE.

B. MAXIMUM IMPERVIOUS SURFACE RATIO: I-M ZONE: SEVENTY-FIVE (75) PERCENT.

C. MAXIMUM BUILDING HEIGHT: I-M ZONE: SEVENTY-FIVE (75) FEET.

D. MINIMUM SIDE YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM EACH SIDE PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM SIDE YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE SIDE PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

E. MINIMUM REAR YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE REAR PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM REAR YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE REAR PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

F. MINIMUM FRONT YARD: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE FRONT PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT.

G. MINIMUM STREET FRONTAGE: SIXTY (60) FEET.

H. PAVEMENT SETBACK FROM LOT BOUNDARIES: TEN (10) FEET.

ZONE IH DIMENSIONAL REQUIREMENTS

A. MINIMUM LOT SIZE:
   1. CORRECTIONAL PRERELEASE FACILITIES: TEN THOUSAND (10,000) SQUARE FEET
   2. OTHER USES NONE.

B. MAXIMUM IMPERVIOUS SURFACE RATIO: I-H ZONE: EIGHTY-FIVE (85) PERCENT.

C. MAXIMUM BUILDING HEIGHT: SEVENTY-FIVE (75) FEET.

D. MINIMUM SIDE YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: THIRTY-FIVE (35) FEET.

E. MINIMUM REAR YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: THIRTY-FIVE (35) FEET.

F. MINIMUM FRONT YARD: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: TWENTY-FIVE (25) FEET.

G. MINIMUM STREET FRONTAGE: SIXTY (60) FEET.

H. PAVEMENT SETBACK FROM LOT BOUNDARIES: TEN (10) FEET.

ZONE RPZ DIMENSIONAL REQUIREMENTS

NO BUILDING OR STRUCTURE SHALL BE ERECTED, ALTERED, ENLARGED, REBUILT, OR USED IN R-P RESOURCE PROTECTION ZONE WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS:

A. MINIMUM REAR YARDS: PRINCIPAL BUILDING OR STRUCTURE, OTHER THAN A BOATHOUSE OR STOREHOUSE FOR FISHERMAN'S GEAR: SEVENTY-FIVE (75) FEET.

B. MINIMUM SIDE YARDS:
   1. PRINCIPAL BUILDING OR STRUCTURE: FIFTEEN (15) FEET.
   2. ACCESSORY BUILDING OR STRUCTURE: FIVE (5) FEET.

C. MINIMUM SIDE YARD ON SIDE STREETS.
   1. PRINCIPAL BUILDING OR STRUCTURE: TWENTY (20) FEET.
   2. ACCESSORY BUILDING OR STRUCTURE: TWENTY (20) FEET.

D. MINIMUM FRONT YARDS:
   1. PRINCIPAL BUILDING OR STRUCTURE: TWENTY-FIVE (25) FEET.
   2. ACCESSORY BUILDING OR STRUCTURE: TWENTY-FIVE 25) FEET.

E. MAXIMUM HEIGHT:
   1. PRINCIPAL BUILDING OR STRUCTURE: TWO (2) STORIES OR TWENTY-FIVE (25) FEET.
   2. ACCESSORY BUILDING OR STRUCTURE: ONE (1) STORY OR FIFTEEN (15) FEET.

F. MAXIMUM BUILDING AREA: PRINCIPAL BUILDING OR GROUP OF BUILDINGS: TEN (10) PERCENT OF LOT AREA.

G. MINIMUM LOT AREA: TWENTY THOUSAND (20,000) SQUARE FEET.

H. MINIMUM WIDTH OF LOT: ONE HUNDRED (100) FEET.

I. MINIMUM LOT FRONTAGE ON STREET OR SHORELINE: ONE HUNDRED (100) FEET.

J. MINIMUM SHORELINE SETBACK: ALL PRINCIPAL STRUCTURES OTHER THAN PERMITTED PIERS, DOCKS, WHARVES, BREAKWATERS, CAUSEWAYS, BRIDGES, BOATHOUSES AND STOREHOUSES FOR FISHERMAN'S GEAR: SEVENTY-FIVE (75) FEET.

CONFORMANCE OF LOTS:

UPON APPROVAL OF THE PROPOSED SUBDIVISION, THE FOLLOWING SITE MODIFICATIONS SHALL BE PERFORMED TO BRING THE PROPOSED SUBDIVISION LOTS INTO CONFORMANCE WITH ZONING REGULATIONS. ITEMS OF WORK SHALL BE PERFORMED AS SOON AS POSSIBLE, BUT NO LATER THAN JUNE 2011.

a) ALL PAVEMENT WITHIN 10 FEET OF THE LOT BOUNDARIES WILL BE REMOVED.
b) ALL BUILDING OR STORAGE STRUCTURES WITHIN THE SETBACKS WILL BE REMOVED.
c) REMOVAL OF IMPERVIOUS SURFACES AS NECESSARY TO MEET THE MAXIMUM IMPERVIOUS SURFACE RATIO.
d) LANDSCAPING SHALL BE CONSERVED OR PLANTED TO ADDRESS SEC. 14-267(a) "REQUIRED LANDSCAPING FOR PARKING AREAS" FOR DEVELOPED LOTS.

STREET TREES:

1. A MINIMUM OF TWO TREES PER LOT SHALL BE CONSERVED OR PLANTED MEETING THE CITY OF PORTLAND LANDSCAPING AND LANDSCAPE PRESERVATION STANDARDS OF THE CITY OF PORTLAND TECHNICAL MANUAL.

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS
WOODARD & CURRAN

LDD PROJECT NAME:
DRAWING NAME:
ACAD-222804.02-C001.DWG
FIELD BOOK USED:

REFERENCES:

DESIGNED BY: DLC
DRAWN BY: JBC
CHECKED BY: DLC
SCALE: 1"=100'
DATE: 10/07/2010

RIVERSIDE SUBDIVISION

SUBDIVISION RECORDING PLAT

OWNER OF RECORD:
CITY OF PORTLAND, MAINE
PUBLIC SERVICES DEPARTMENT
ENGINEERING SECTION
389 CONGRESS STREET
PORTLAND, MAINE 04101

RESURGAM CITY OF PORTLAND, MAINE

SHEET #
1

PLAN NUMBER

Rev. 10/4/13 (CITY)

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of October ____, 2013 (the "effective date"), by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller" or "City") and THOMPSON'S POINT DEVELOPMENT COMPANY, INC., a Maine business corporation with a place of business at, and mailing address of, 55 Lisbon Street, Lewiston, ME 04340, or its assigns (the "Buyer").

WITNESSETH:

WHEREAS, Buyer expressed to Seller an interest in acquiring a portion of the Seller's property at 636 Riverside Street in Portland, Maine to provide for the construction of a facility to be used to re-locate the operations of Suburban Propane, L.P., a Delaware limited partnership ("User") which are now located on Thompson's Point, in Portland, Maine;

WHEREAS, Seller and Buyer each have an interest in effectuating this relocation; and

WHEREAS, Seller is willing to contract for the sale of a portion of such property;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with any improvements thereon, located at 636 Riverside Street in Portland, Maine, being a portion of the property shown as City of Portland Tax Map 322, Block A, Lot 003 and Lot 008 comprising approximately 3 acres of land, with sixty feet of frontage on Riverside Street, and being the area outlined in blue on the attached Sketch marked "Exhibit A" (the "Premises"). The determination of the precise area to be conveyed shall be by mutual agreement of Buyer and Seller.

2. Purchase Price; Deposit . Buyer shall pay to Seller $95,000.00 per acre, for a total, presuming the Premises is determined to be 3 acres, of Two Hundred Eighty-Five Thousand Dollars ($285,000.00) (the "Purchase Price") in the manner provided in this Section, and subject to the deductions as set forth in this Agreement.

a. Contemporaneously with the execution of this Agreement or, at the latest, within 5 days of execution, Buyer shall Deposit with Seller the sum of One Thousand Dollars ($1,000.00) in immediately available funds (the "Deposit"). At the end of the Due Diligence Period, if Buyer does not terminate this Agreement, the Deposit becomes non-refundable.

b. At the closing, Buyer shall pay to Seller the balance of the Purchase Price by certified or bank cashier's check or wire transfer. The Deposit shall be credited against the Purchase Price.

c. To the degree that Buyer's performance under existing encumbrances, whether listed on Exhibit B attached hereto or of record title at Closing, including any existing or required rights of way, trail easements, or the like, add expense to the operations of the Premises to Buyer or to the User, the present value of said expenses shall be determined at Closing and a fair market value reduction in the Purchase Price shall be agreed to by the parties hereto; but only to this extent: the Seller shall not be responsible for any portion of the first Twenty-Five Thousand Dollars ($25,000.00) of said expenses; the Seller shall only be responsible for for one-half of the next Fifty Thousand Dollars ($50,000.00) of such expense; and the Seller shall not be responsible for any portion of any additional said expense; hence, the limit of Seller's responsibility for said expense is Twenty-Five Thousand Dollars ($25,000.00).

3. Title; Deed. Seller agrees to convey to Buyer good and marketable and insurable title to the Premises by Quitclaim Deed Without Covenant delivered at closing, free and clear of encumbrances, except: (i) as set forth in Exhibit B, (ii) easements for utilities servicing the Premises, (iii) as waived by Buyer hereunder, (iv) zoning and building laws or ordinances, and (v) real estate taxes assessed but not due and payable. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied or in the event that Seller elects not to remedy same, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. Unless this Agreement is otherwise terminated, this transaction shall be closed on or before the 15th day following the latter of : A) the end of the Due Diligence Period, and B) the date when Buyer has received all requisite approvals for the Suburban Propane Operations facility (the "Closing Date") in Portland, Maine at the offices of Buyer's lender or, if the Seller and Buyer shall mutually agree in advance, at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the Purchase Price, the following documents:

a. a Quitclaim Deed without Covenant to the Premises; and

b. such other customary instruments, documents and affidavits as Buyer may reasonably request.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that there is no litigation, administrative hearing, arbitration, or any other proceeding pending

against Seller or with respect to the Premises for any violation of law, rule, ordinance or regulation. Seller covenants that it has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

7. Due Diligence Period. Buyer shall have 365 days from the effective date to conduct due diligence including title, engineering, environmental, general feasibility and lender consent. If the results of the due diligence are unsatisfactory to Buyer in its sole discretion, Buyer may terminate contract and receive back the Deposit. At all reasonable times during this period, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as reasonably possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. Buyer's option to terminate this Agreement and receive back the Deposit as provided in this Section shall expire unless such written notice is delivered to Seller not later than 5pm Portland, Maine time of the last day of the Due Diligence Period (the "Due Diligence Completion Date"). If such written notice is not delivered to Seller prior to Due Diligence Completion Date, Buyer shall be deemed to have waived its right to terminate this Agreement as set forth in this Section.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Deed Conditions. The sale of the Premises is predicated upon development of a facility for the operations of the User on the Premises. If the Premises are not conveyed to the User (or an entity corporately related to the User) within 36 months of the completion of the Closing, then the City can rescind the sale and repurchase the Property for the Purchase Price. This provision shall survive the closing.

10. Subdivision and City contribution to survey costs. Buyer will obtain subdivision approval for the "creation" of the parcel which constitutes the Premises. In connection therewith, the City will, at Closing, reimburse Buyer for up to Five Thousand Dollars ($5,000.00) of documented costs for obtaining approval of such subdivision and having a survey prepared for the Premises for such subdivision. In the event that Buyer fails to close, the Permitting Plans shall be assigned to the City and become the property of the Seller.

11. Default and Remedies. In the event that Buyer fails to close hereunder for any reason other than (i) a default by Seller or (ii) termination of this Agreement by Buyer as provided herein, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller's default hereunder, Buyer shall have available all remedies at law and in equity, including without limitation the right of specific performance.

12. Assignment. Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of Buyer.

13. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorney's fees.

14. User. The City hereby agrees that the Buyer is purchasing the Premises to build a replacement facility for the User to operate the User's propane storage and delivery business on the Premises. Buyer is entering into this Agreement with the understanding that User's plans to operate a propane storage, delivery, and related business activities facility on the Premises is permitted under the City's land use and zoning ordinances. To the best of City's knowledge such use by the User is not in conflict with any existing encumbrances, including those listed on Exhibit B attached hereto.

15. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 12 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, if any, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural and the plural the singular. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives or officers, as of the date first written above.

WITNESS:

_____

CITY OF PORTLAND

By: _____
Mark H. Rees,
Its City Manager

"Seller"

WITNESS:

_____

THOMPSON'S POINT DEVELOPMENT COMPANY, INC.

By: _____
Christopher M. Thompson
Its President

"Buyer"

EXHIBIT A

Sketch of Premises

EXHIBIT B

List of Known Encumbrances/Easements

1. Possible effects of Conservation Easement from The Trust for Public Land to Portland Trails, dated March 26, 2010, and recorded in the Cumberland County Registry of Deeds in Book 27677, Page 125.

2. Drainage Easement Deed from City of Portland to Ananta, LLC and Addison Capital LLC, dated November 1, 2010, and recorded in said Registry in Book 28269, Page 304.

3. Drainage Maintenance Agreement between Ananta LLC, Addison Capital LLC, and the City of Portland, dated November 15, 2010, and recorded in said Registry in Book 28269, Page 309.

4. Shared Access Driveway Easement from City of Portland to Ananta LLC and Addison Capital LLC, dated November 1, 2010, and recorded in said Registry in Book 28269, Page 312.

5. Shared Access Maintenance Agreement between Ananta LLC, Addison Capital LLC, and the City of Portland, dated November 15, 2010, and recorded in said Registry in Book 28269, Page 314.

6. Sidewalk Easement from Ananta LLC and Addison Capital LLC to the City of Portland to, dated November, 2010, and recorded in said Registry in Book 28269, Page 317.

7. Matters, conditions and restrictions depicted and shown and referenced on the Riverside Subdivision Recording Plat, recorded in Plan Book 210, Page 352, on October 14, 2010, and Approved by the City of Portland Planning Board with date below signatures of September 21, 2010, to the extent they bear on the subject premises.

8. Matters, conditions and restrictions depicted and shown and referenced on the Conservation Easement Plan for the Trust for Public Lands, dated March 3, 2010, and recorded in Plan Book 210, Page 129, on October 14, 2010, to the extent they bear on the subject premises.

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Housing and Community Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: October 3, 2013

SUBJECT: Proposed Amendments to Thompson's Point Transit Oriented District Tax Increment Financing District (TOD TIF)

I. Summary of Issue

The Thompson's Point Project developers have secured a Purchase and Sale Agreement to acquire Suburban Propane's Thompson Point property and to relocate them to the City's Riverside Street property. In so doing, Thompson's Point Development Company is requesting that the geographic boundaries of the current TOD TIF district be amended to include the Suburban Propane and Northern New England Passenger Rail Authority (NNEPRA) properties, as well as to amend its Development Program accordingly.

II. Reason for Submission

As a follow-up to discussion and direction provided at the September 25 HCDC meeting, this is being submitted to the HCDC for its review of the proposed TOD TIF amendments and to forward it to the City Council for authorization of the proposed amendments.

When this TOD TIF was authorized by the Council in June 2011, the Thompson's Point Development Project, a $100 Million+ investment at that site, included an event center, concert hall, garage, office buildings, hotel, restaurant, and educational facility. It has since evolved with the most recent proposed acquisition of the Suburban Propane site by Thompson's Point Developers, and the Developer's relocation of Suburban Propane to Riverside Street. Because of this change, the TOD TIF amendments being proposed would expand the geographic area of the TIF district, and amend the Development Program to substitute two existing historic brick buildings totaling 69,000 +/- sq. ft. as eligible development to receive TIF funds and for removal of a concert hall with 28,000 sq. ft.

III. Intended Result

The intended result is for the TOD TIF boundary to be expanded to include both the Suburban Propane and NNEPRA properties and to substitute two existing historic brick buildings in place of the proposed concert hall as Phase One developments eligible to receive TIF Funds.

IV. Council Goal Addressed

Support and assist in the successful development of following projects while ensuring neighborhood involvement: Thompson Point, Bayside, Downtown (Old Port, Waterfront, Arts District), University of New England.

V. Financial Impact

Proposed Tax Increment Financing Terms

Attached is a marked revision of the original Thompson's Point Transit-Oriented Development and Tax Increment Financing (TIF) District Program and associated marked revision of the original Credit Enhancement Agreement (CEA). Highlights of the terms of the amended TIF District Program and the CEA are provided below.

Phase One Project Total Investment Value estimated at $100,000+ million is going to yield a $78,000,000 tax increment. The original TIF approval was based on a $78,000,000 tax increment, and the amended TIF district is based on that same value.

Phase One Estimated Property Taxes

Here is an overview of the TIF proposal related to the share of future Phase One estimated property taxes.

	Thompson Point Dev. Share	City TOD Share	City Genl Fund Share
Years 1-30	**$32,806,687 or 54%**	**$15,262,990 or 25%**	**$12,968,776 or 21%**

Notes:
Overall above TIF percentage is an average over thirty (30) years.
Years 1-10. 75% to the Project Developer; 25% to City/TOD.
Years 11-15. 60% to the Project Developer; 25% to City/TOD; 15% to City General Fund;
Years 16-20. 50% to the Project Developer; 25% to City/TOD; 25% to City General Fund;
Years 21-30. 40% to the Project Developer; 25% to City/TOD; 35% to City General Fund

The original approved CEA defines a single "Triggering Event" to be the first Tax Year when the Increased Assessed Value of the Property first equals at least five Million Dollars ($5,000,000.00) to activate the TIF. The amended CEA defines two "Triggering Events" due to the delay of the event center and parking garage construction on the Suburban Propane and NNEPRA sites.

See attachment Exhibit C-1 for details associated with the Phase One annual estimates for property tax revenue and the arrangement to share future property taxes. Please note this attachment outlines the Project Developer terms under a credit enhancement agreement approach along with uses of the City share for the City General Fund and transit-oriented type investment. Also, this proposal is consistent with City TIF Policy.

See attachment C-3 for tax shelter benefits associated with Phase One. As you know, when the City's overall municipal valuation increases, Portland's share of State education aid is reduced, State municipal revenue sharing is reduced and Portland pays a higher percentage of the County budget.

Phase Two and Three Estimated Property Taxes

At the HCDC's direction, the estimated property taxes on Phase Two and Three development is shown below based on a $20,000,000 tax increment, taking into consideration the request to have 25% of those taxes for the municipal TOD program. These estimates are based on Phase Two and Three property taxes being realized beginning with Year 11 of the TIF district.

	Thompson Point Dev. Share	City TOD Share	City Genl Fund Share
Years 1-30	**$0 or 0%**	**$2,932,217 or 25%**	**$8,796,652 or 75%**

Attachment C-2 is the annual estimates for property tax revenue from Phase Two and Three for the TOD TIF and for the General Fund. Attachment C-4 is the estimated annual tax shelter benefits for Phase Two and Three.

VI. Staff Analysis

Staff analysis of the proposed TOD TIF amendments is that is makes economic sense to expand the geographic boundary noted previously, and to include the Suburban Propane and NNEPRA properties to the Development Program and include two existing brick buildings for their renovation into uses such as office, restaurant, café, light manufacture/artist studio spaces, cultural/educational uses – which may include a small indoor performance venue, as well as related uses in support of the larger Phase One program.

VII. Recommendation

Staff recommends that the HCDC forward the proposed TOD TIF amendments to the City Council with a recommendation that they be approved.

VIII. List of Attachments

- Master Plan for Thompson's Point of Sept. 2013
- Amended and Restated Thompson's Point TOD and TIF District Program Application

GRAPHIC SCALE

80 0 40 80 160

(IN FEET)
1 inch = 80 ft.

REV	DATE	DESCRIPTION
1	-	- 1 9-17-2013 SUBMIT TO CITY

REVISIONS

ZONE TEXT AMENDMENT
MASTER PLAN

NORTH

P.E.

LIC. #

PROJECT
THE FOREFRONT
AT THOMPSON'S POINT

SHEET TITLE
-

CLIENT
FOREFRONT PARTNERS I, LP

ENGINEERS FST Since 1914
FAY, SPOFFORD & THORNDIKE, INC.
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	-	DATE: EK	9-17-2013
DESIGNED:	-	SCALE: -	1" = 80'
CHECKED:	-	JOB NO. -	
FILE NAME:	-		

SHEET -

CITY OF PORTLAND, MAINE

Amended and Restated

Thompson's Point Transit-Oriented Development and Tax Increment Financing District Program Application

Prepared By:

The City of Portland Economic Development Department~~ivision~~

July 1, 2011

Amended: November 4, 2013

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Exhibits:

A. TIF District Location Map
B. TIF District Tax Maps
C. TIF Projections & Tax Shift Calculations
D. Public Hearing Notice
E. City Council Meeting Minutes
F. City Council Order
G. Municipal Assessor Certificate
H. Credit Enhancement Agreement

Amended and Restated Thompson's Point Transit-Oriented Development and Tax Increment Financing District Development Program

I. Introduction

The Maine Legislature established municipal tax increment financing ("TIF") as an economic development tool to be used by municipalities to: (a) provide new employment opportunities; (b) improve and broaden its tax base; and (c) improve the general economy of the State. The Legislature recognizes that the State and its municipalities benefit from a municipality's economic development partnership with a local business to promote responsible new development that (a) enhances local efforts for economic, industrial or commercial development; and (b) retains and expands the local tax base and employment opportunities. More recently, the Maine Legislature expanded the municipal TIF program to allow municipalities to create "transit-oriented development" TIF districts in order to use sheltered TIF revenues to facilitate and promote economic development projects that link land uses with transit facilities to support and be supported by a transit system or systems. The City of Portland (the "City" or "Portland") now has the opportunity to enter into such an undertaking with Thompson's Point Development Company, Inc. (the "Company").

~~Portland desires to~~In July 2011, Portland establish~~ed~~ the ~~proposed~~ ***Thompson's Point Transit-Oriented Development and Tax Increment Financing District*** (the "original District") to support Thompson's Point Development Company Inc.'s redevelopment of Thompson's Point into the **Forefront at Thompson's Point** and to expand and improve transit connections between Thompson's Point and key commercial locations within Portland (i.e. Jetport, Portland Transportation Center and Portland's Downtown) and around the region. Portland now desires to amend the original District boundaries and some of the terms of the Development Program that govern the use of property tax revenues generated within the District. The Forefront at Thompson's Point is a proposed mixed-use development that will transform a blighted and grossly underutilized ~~28~~30 acre parcel located along Interstate 295 into a highly visible gateway destination event center that is expected to generate significant economic activity within the District and throughout Portland. The Company plans to redevelop Thompson's Point in a manner that includes a substantial investment in public infrastructure, including construction of an above-ground parking garage that is expected to accommodate approximately 700 vehicles, transportation improvements, extensions and widenings of public roads, rail crossings and upgrades (including signalization and sidewalks), utility investments and expanded walking and biking trails.

The very significant public benefits associated with the Thompson's Point Project for the City of Portland include:

- ***Gateway site redevelopment*** with destination uses including a hotel, sports medicine/performance lab and entertainment venues. This high profile site can be seen from air, rail, highway and water.

- ***Project infrastructure investment totaling over $28 million*** including one large parking structure, a public railroad crossing, area transportation improvements, public roads extensions, water/sewer utility investment and expanded walking trails.

- ***Multi-modal transportation connections*** to possible expanded rail and bus service to Portland's downtown.

- ~~***New mid-sized event & concert hall*** which does not exist in the Portland market.~~

- ***New community property tax revenue*** averaging an estimated $1,332,021~~881,000~~ annually.

- ***Tax Shift Benefits*** averaging an estimated savings to the City of ~~$~~$567,610~~56,402~~ annually.

- ***Permanent Job creation*** estimates totaling 455.

Economic Impacts of the Project include: (source: Chuck Lawton, Planning Decisions)

$169 million in total one-time economic activity, including $49 million in wages, supporting 1,230 jobs (during the construction period).

$31.3 million in new sales each year for Maine businesses, including $11 million in wages, supporting 455 jobs (during the operating period).

By ~~designating the proposed~~amending ~~TIF~~ the original District consistent with the provisions of 30-A M.R.S.A. § 5223, adopting this Amended and Restated Development Program, and authorizing an amended credit enhancement agreement, the City will accomplish the following goals:

- Maintain the existing tax revenues generated within the City;
- Greatly enhance the future tax revenues generated within the TIF District;
- Greatly increase the amount of money available to the City for transit-oriented economic development projects;
- Create employment opportunities for area residents; and
- Improve the general economy of the City as well as the State of Maine.

In addition, by creating a TIF District, the City can "shelter" all or a portion of the very significant increase in valuation that this Project will bring about. The tax shelter provided by this TIF will help mitigate revenue sharing and education aid decreases, and limit potential increases in its County tax assessments. Together the tax shift benefits are estimated at approximately $176~~.7~~ million over the 30-year term of the District with an average annual savings of $567,610~~56,402~~.

II. Development Program Narrative

A. The Thompson's Point Development Project

Thompson's Point consists of approximately ~~28~~ 3010 acres of real estate adjacent to the Portland Transportation Center that is home to the Northern New England Passenger Rail Authority ("NNEPRA"), which runs the Amtrak Downeaster and Concord Trailways bus company. The 28-acre original District did not include the Suburban Propane and NNEPRA properties located on the northern portion of the District adjacent to the Amtrak rail line. In order to improve the overall development of the Forefront at Thompson's Point, the Company is working to relocate both Suburban Propane and the NNEPRA offices and now seeks to add those properties, approximately 2~~3~~2 acres (the "additional parcels"), to the original District (collectively the "Amended District"). The Amended District would be comprised of all of the approximately 30~~1~~0 contiguous acres south of the rail line known as Thompson's Point.

~~It~~ Thompson's Point is currently a blighted industrial and commercial site that has been underutilized for many decades.

The Company proposes to redevelop the property to its highest and best use. The proposed program includes the following components:

Off-site:

Widen access across the Pan Am Railways corridor to a full two lane road, together with a third emergency vehicular access lane that begins at the southerly side of the dead end of Sewall Street and runs south, crosses the tracks, and extends into Thompson's Point; undertake re-grading as necessary within and adjacent to the Sewall Street South Right of Way. The emergency access lane has been laid out per the direction of the Fire Department.

Upgrade the existing private rail crossing, which is in a state of disrepair, to Public Crossing standards following Maine Department of Transportation guidelines. The crossing will remain at grade. To the degree that it is deemed necessary, widen the access/egress of Thompson's Point Road at the Fore River Parkway connector, to include an additional turning lane (turning right from Thompson's Point Road onto the Fore River Parkway).

On-Site:

The proposed project consists of two phases. Construction loan closing for the work described in Phase One is anticipated ~~by~~ in ~~the end of 2011~~2014, and construction is also expected to commence in ~~early 2012~~2014, with the possible exception of the Event Center & Parking Garage whose start is contingent on the relocation of Suburban Propane. The ~~a~~ construction period ~~of~~ is expected to be approximately ~~12~~ 18 months.

One entity will own all of the real estate and will enter into leases with tenants for each use. The Company ~~will pursue a model of~~ has obtained site plan and subdivision approvals and is pursing amendments to some of those approvals that will effectuate the

proposed development; given that they are beginning with a Master Plan level review, they will need to maintain some flexibility as to the ultimate locations of buildings and other improvements. ~~At present the Company anticipates a condominiumization of the site. For this reason t~~The site plan and the narrative description below label each proposed use by Unit number. ~~It is also for this reason that a~~All of the Thompson's Point property is included within the physical TIF District boundaries, and those aspects of the project to be captured within the District are described as the Phase One improvements. Once the property tax value of the District exceeds the Original Assessed Valued, the increased taxable value of the Phase One improvements within the District will constitute captured value for the District. A list of contemplated Phase One improvements to be included in the District follows:

PHASE ONE IMPROVEMENTS TO BE CAPTURED IN DISTRICT:

Unit Number:	**Proposed Use:**	**Description (as currently contemplated):**
Unit #1A ~~& 1B~~	Event Center ~~& Concert Hall~~ (+/- ~~110~~82,000 SF)	Versatile center that can be used as practice facility with several basketball courts and an indoor soccer/lacrosse field; serve as home to Red Claws D-League basketball team (+/- 3,500 seats); and host mid-size concerts of +/- 4,500. ~~Combined with the concert hall (approximately 28,000 SF of the overall 110,000 SF), t~~The event center can accommodate large floor shows and conferences/events with approximately 45,000 SF of open floor space.
Unit #1B and 1C	Renovated Historic Brick Buildings (+/- 34,000 SF and +/- 35,000 SF respectively)	A northerly existing brick building, designated as potentially eligible for listing on the National Register, of approximately 34,000 SF, to be renovated to include office, restaurant, café, light manufacture/artist studio spaces, and related uses in support of the larger Phase 1 program; A southerly existing brick building, designated as potentially eligible for listing on the National Register, of approximately 35,000 SF; to be partially renovated and partially rebuilt to accommodate a cultural/educational user and which may include a small indoor performance venue.
Unit #2	Hotel (+/- 80,000 SF)	Approximately 125-room select serve hotel will cater to leisure and business travelers, and users of the event center. Offering

		ballrooms and meeting space, the hotel will work in synergy with the event center to make Thompson's Point a destination location.
Unit #3	Sports Medicine / Performance Lab (+/- 20,000 SF)	Sports medicine and physical fitness facility offering a continuum of care and wellness training.
Unit #4	Parking Garage (+/- 700 spaces)	The parking structure will be used by hotel guests, tenants, and event attendees, and service unmet demand from the Amtrak and Concord Trailways transit center. The current plan shows this structure adjacent to I-295. It is conceivable, given the nature of the proposed development and anticipated synergies with the Transportation Center in terms of public use of this facility, that this facility will be relocated to the Westerly side of the District, to bring it closer to the Transportation Center.
Unit #5	Restaurant(s) (+/- 6,000-18,000 SF)	The "Restaurant" designation also includes related uses such as lounge and bar establishments, food and beverage preparation and packaging, catering, and retail sales which may be ancillary or accessory to the restaurant use.
Unit #6	Class A Office Building (A) (+/- 80,000 SF)	The "Office Building" designation also includes medical office and treatment facilities, as well as ancillary restaurant/retail uses commonly found on the ground floor of metro Portland office buildings and intended to service tenants and members of the public alike. As the planning process unfolds it is possible that this +/- 180,000 SF building, currently planned as two buildings, may be accommodated in one building, or that the two buildings may accommodate the overall SF differently (such as, for instance, one building with +/- 60,000 SF and one with +/- 120,000 SF).
Unit #7	Class A Office Building (B) (+/- 100,000 SF)	See Above.
Other Planned Amenities:		
	Surface Parking (+/- 750	These surface parking lots are generally divided into two areas: the upper lot in the

	surface spaces)	Northwesterly corner of the District, which will service demand for large events and overflow parking from the Transportation Center; and the central lots in the central part of the District, which can be managed to service event attendees and members of the public.
	Water Access for Recreational and/or Commercial Vessels	With 7 feet of water at low tide, Thompson's Point is an ideal place to offer handheld boat access to the Fore River. A small launch area is proposed at a location to be determined, potentially either at the upper Northwesterly portion of the shoreline or at the end of the peninsula. This is intended to be meshed with the trail area and public space design. In addition, there is an opportunity for a water taxi/shuttle service that will connect Thompson's Point with Portland Harbor. The water access to the Fore River may be accomplished through one or more separate launch sites.
	Public Trails & Open Space	The Company intends to create significant public/civic/pedestrian space that links the trails with the rest of the District, and offers opportunities for public enjoyment of the property within the District. The Company is working with Portland Trails to maintain and improve the presence of quality public walking/biking trails on the Thompson's Point property. The Company also anticipates creating outdoor space(s) that can be used for gatherings and events.
	Bus Stop	The Company is working with METRO to create a bus stop on Thompson's Point to ensure a source of public transportation to the District.

The On-Site work includes construction of internal roadways on Thompson's Point, along with sidewalks, lighting, utility infrastructure, and related improvements. At the sole discretion of the ~~Developer~~Company, the internal road on Thompson's Point may be designed and constructed to City of Portland standards and offered to the City for acceptance it as a City Street.

The increased value associated with the development of ~~Condominium~~ subdivision Units 1 through 7, and all site improvements and amenities contemplated herein in association with the Phase One development, shall be sole source of the Increased Assessed Value for the purpose of determining the Captured Assessed Value within the District.

Because the Company has not yet completed Master Plan/Level III Site Plan review or approval, nor a Leadership in Energy and Environmental Design (LEED) charrette (which shall be undertaken at or near the outset of that process); and because given the vagaries of the commercial real estate marketplace, it is not possible to guarantee final outcomes of tenant negotiations prior to such design and planning review having been completed. While the Company anticipates and fully intends that the final project, as permitted and constructed, will include the Phase One uses as described above, the City agrees to allow sufficient flexibility for the Company to accommodate the planning and permitting process (including the LEED design process) and balance this with the requirements of tenants and their economic implications for the project as a whole.

PHASES TWO AND THREE:

The Company's plans for Thompson's Point include a second phase of the project. At present, the uses are not fully defined but are anticipated to include a large building of approximately 80,000-100,000 SF (currently sited in the Northwesterly portion of the site) and a smaller building of approximately 30,000-40,000 SF (currently sited as part of the central portion of the project). These uses will share the parking that is constructed as part of Phase One; if necessary additional parking may be provided in the form of a Phase Two parking deck or potential expansion of the Phase One parking structure (in either case, the number of spaces would be determined as part of the Phase Two planning process).

All Phase Two and Three buildings and amenities will be physically located within the boundary of the ~~TIF~~ Amended District~~, but~~ and any resulting increased value will ~~not~~ be captured by the City at 25% for TOD projects within the Amended District. ~~, and any~~The remaining 75% of taxes paid on the taxable Phase Two and Three improvements will remain outside of the ~~TIF~~ Amended District and will flow to the City's General Fund a~~i~~s if they were not located within a designated TIF District. The Company will not receive any tax refund associated with taxes paid on any Phase Two and Three facilities.

B. *Transit-Oriented Projects*

The City will capture and retain within the ~~TIF~~ Amended District twenty-five percent (25%) of the new taxes paid on the Phase One improvements in order to fund a municipal Transit-oriented TIF project cost account. The City will undertake a thorough planning, design and implementation process to create transit improvements that will connect Thompson's Point with other key locations in the City (the "City's Transit Design Process"), such as Portland's downtown and the Portland Jetport. It is anticipated that the transit-oriented projects, including any operating expenses, that will result from the City's process may include the following: additional buses, additional bus stops and bus shelters, rail conveyances, and bicycle and pedestrian-related improvements, which expenses shall be borne by the City and paid for through its share of new tax revenues. Pursuant to 30-A M.R.S.A § 5225, the additional buses, bus stops and shelters, and rail conveyances may

be created throughout the City, whereas the bicycle and pedestrian-related improvements will occur within the District, the costs of which, should the creation of such stops and shelters and related improvements be deemed desirable by the City, shall be borne by the City and paid for through its share of new tax revenues.

The City will ~~also~~ capture and retain within the Amended District twenty-five percent (25%) of the new taxes paid on the Phase Two and Phase Three improvements in order to fund a municipal Transit-oriented TIF project cost account.

C. ***The Transit TIF District***

The following properties comprise the TIF District designation and are subject to this application (see Exhibit B[A1]).

MAP	*BLOCK*	*LOT*
201	A	5
201	A	8
201	~~A~~A	10
202	~~A~~A	1
202	~~A~~A	4
202	–A–	2
202	–A–	5
Total	**~~28.90~~3010 acres**	

The captured value will be calculated on only the new tax value generated within the ~~TIF~~ Amended District from Phase~~d~~ ~~One~~ developments and will not affect the current property tax base.

D. ***The Development Program***

The City of Portland, by designating and amending the Thompson's Point Transit-Oriented TIF District, will capture a certain percentage, as shown in Exhibit C-1, of the new assessed value created within the District over the original assessed value and retain from the District the new tax revenues generated from the captured assessed value. A portion of these revenues will be allocated based upon the terms of the Credit Enhancement Agreement with Thompson's Point Development Company, Inc. for the sole, express purpose of offsetting the costs associated with the construction and operation of the Thompson's Point Development Project (see Exhibit H).

E. Municipal Use of TIF Revenues

The City of Portland will utilize twenty-five percent (25%) annually from the remaining tax revenues generated from the TIF District, over and above what is allocated through the Credit Enhancement Agreement, for transit-oriented projects that will expand and improve transit connections between Thompson's Point and key commercial locations within Portland.

F. Operational Components

1. Public Facilities.

The Forefront at Thompson's Point ~~Development Project~~ project will result in a large parking structure, transportation improvements (namely, the creation of a public rail crossing with related signalization and sidewalks and the creation of a bus stop for the METRO service on the site), extensions of public roads, utility investments and expanded walking and biking trails. These public improvements will be the responsibility of the Company, except that the maintenance of any public ways (including snow removal) shall be the responsibility of the City in the event that the public ways are accepted as city streets. It is understood that in certain cases the costs associated with some of the public improvements in the District may be met in whole or in part by other sources, such as grants for which the Project may be eligible, and that in other instances where improvements are made in collaboration with other entities (such as, for example, Portland Trails, which holds an easement over part of the Property). Any local, state, regional, or Federal loans or grants that are secured by the Company, the City, or any other entity in conjunction with the Thompson's Point Development Project (including but not limited to EDA funding, HUD funding, and such funds as may be available through the Greater Portland Council of Governments) may be utilized to offset the costs of these public improvements; the City agrees to work with the Company as may be necessary to assist in securing any and all applicable grants, loans, subsidies, incentives, rebates, and the like for the benefit of the project and thereby the public.

The City will invest in transit-oriented projects that will expand and improve transit connections between Thompson's Point and key commercial locations within Portland. The City will include the Company in the planning of these connections and improvements.

2. Uses of Private Property within District.

The Credit Enhancement Agreement will allow Thompson's Point Development Company, Inc. to use TIF funds to~~for the~~ develop~~ment of~~ the Forefront at Thompson's Point ~~Development P~~project on private property ~~controlled~~ owned by ~~Thompson Point Development Company, Inc~~Forefront Partners I, LP.

3. Plans for relocation of persons displaced by development activities.

Though not contemplated at this point, any possible relocation costs of displaced persons resulting from one or more City projects funded through this Development Program shall be covered by the City as required.

4. Environmental Controls

The Development Program proposes improvements that will comply with all federal, state, and local rules and regulations and applicable land use requirements; the results of any Phase I, Phase II, or related environmental diligence on the site as may be conducted by the Company shall be made available to the City for review upon request.

5. Proposed Operation of District

The Company Project will be ~~owned~~ developed by Thompson's Point Development Company, Inc., its successors, affiliates and partners, or assigns, who will be responsible for payment of all maintenance expenses, insurance, and taxes on the Project.

During the thirty-year life of the Tax Increment Financing District, the City of Portland, City Council, or its designee, will be responsible for the administration of the District. Thompson's Point Development Company, Inc. will be solely responsible for completion of the Project.

IV. Physical Description

A. Total acreage of municipality: 12,386 acres.

B. Total acreage proposed for tax increment financing district: ~~28.9~~ 230 acres

C. Percent of line B of line A (line B divided by line A cannot exceed 2%): .2 %

D. Total acreage of all existing and proposed TIF districts in the municipality:

Existing TIFs:	221.548~~189.92~~ acres
Proposed TIF:	~~28.90~~3032 acres
Total:	2234.548~~18.82~~ acres

E. Percent line D of line A (cannot exceed 5%): 1.8~~2.0~~ %

F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:[1]

1. Blighted acres 14.45. Line F(1) divided by line B =50%.

[1] Note that pursuant to 30-A M.R.S.A. §5223, the conditions f~~or~~ approval set forth in paragraph 3 of that section do not apply to this transit-oriented development district.

2. Acreage in need of rehabilitation, redevelopment, or conservation. 14.45 acres. Line F(2) divided by line B = 50%.

3. Acreage suitable for industrial sites = N/A. Line F(3) divided by line B = ____%.

G. Enclosed municipal maps:

1. Area map showing site location of TIF district in relation to geographic location of municipal boundaries (Exhibit A).

2. Site maps showing TIF District (Exhibit B ~~and B-2~~).

V. Financial Plan

A. *Costs and Sources of Revenues*

The ~~TIF~~ Amended District comprises an area of approximately ~~28.90~~310 acres of taxable real and personal property with an original assessed value of the original District of $3,879,200 as of March 31, 2011 (i.e., April 1, 2010) and an original assessed value of the additional parcels within the Amended District of $1,125,570~~.~~ as of March 31, 2013 (i.e., April 1, 2012). The development within the Amended District is estimated to add an additional $78,000,000 of new assessed real property taxable value to the City in Phase One. This revenue is based upon preliminary construction cost estimates prepared in good faith by the Company and its consultants, which have been reviewed and approved by the City, but final values may be higher or lower depending upon the ultimate cost of construction which may not be determined until the project is permitted, financed, and Phase One construction is complete. Phase Two and Three is estimated to add an additional $20 Million of new assessed real property taxable value to the City.

The attached Exhibit C details the projections based upon the anticipated assessed value increases within the Amended District. Exhibit C is a projection based upon best available information and is included for demonstration purposes only. No assurances are provided as to the resulted reflected therein.

The Development Program provides for a certain percentage of the new tax revenues generated by the increased in assessed value of the Phasede ~~One~~ improvements within District to be captured and designated as TIF Revenues. The City will allocate the retained revenues to the economic development activities described in the Development Program.

B. *Development Program Fund*

The Amended and Restated Development Program requires the establishment of the Thompson's Point Development Program Fund pledged to, and charged with, the payment of the project costs in the manner outlined in 30-A M.R.S.A. §5227(3).

The Thompson's Point Development Program Fund is established consisting of a Project Cost Account, which includes two sub-accounts designated as the "Developer TIF Account" and "City Transit Account" pledged to, and charged with, payment of eligible project costs.

C. ***Financing Plan***

The development within the described ~~TIF~~ Amended District will add approximately $78 million of new taxable real property value in the City of Portland for Phase One, and $20 million of new taxable real property value in Phases Two and Three. TIF revenues will be allocated generally as described on Exhibit C-1 and C-2, and summarized here:

TIF Years:	**Percentage of Increased Assessed Value of Phase One Improvements to be Captured as Captured Assessed Value and Reimbursed to Developer:**	**Percentage of Increased Assessed Value of Phase One, Two, and Three Improvements to be Captured as Captured Assessed Value and Retained by City:**
Years 1-10	75%	25%
Years 11-15	60%	25%
Years 16-20	50%	25%
Years 21-30	40%	25%

Notwithstanding the "Tax Year" identified in the same row with the "TIF Year" on Exhibit C-1 of the Development Program, TIF Year 1 shall be the tax year in which the Triggering Event takes place as set forth in Section 2.2 of the Credit Enhancement Agreement between the City and the Developer (the "CEA"). There will be separate triggering events for the original District and the additional parcels added to the original District by amendment in 2013. The "Triggering Event" for the original District ~~is defined in the CEA as~~means the first Tax Year when the Increased Assessed Value of the ~~Property~~ original District first equals at least five Million Dollars ($5,000,000.00). Similarly, the "Triggering Event" for the additional parcels added to the original District by amendment in 2013 means the first Tax Year when the combined Increased Assessed Value of ~~that~~ those parcels first equals at least five Million Dollars ($5,000,000.00).

Actual payments to the Project Cost Account and the City Cost Account will be determined based upon the actual increased assessed value retained within the District and by the terms of the Credit Enhancement Agreement. Taxes paid on any new value not captured in the District will flow to the City's General Fund, as in the normal course.

The TIF District is to be established for a period of thirty (30) years. Since it benefits both the City and the Company to maximize the opportunity to capture increased assessed value in order to finance projects during the entire 30-year term of the Amended District, and since the original District has not yet begun to capture any value because the original

"Triggering Event" has not occurred, the City will restart the 30-year term of the District by both terminating the original District and adopting the Amended District in one vote of the City Council.

VI. Financial Data

A. Total 2014~~0~~ value of equalized property in the municipality: $7,551,450,000~~7,909,900,000~~.

B. Original assessed value of all properties in all existing and proposed TIF districts:

Existing $313,424,610~~07,817,520~~
Proposed $1,125,570~~3,879,200~~
Total $314,550,180 ~~1,696,720~~

Line B divided by line A = .4% (cannot exceed 5%).

C. Estimate of increased assessed value by year after implementation of the development program: See Exhibit C-1 and C-2.

D. Percentage of increased assessed value to be applied to the development program fund: See Exhibit C-1 and C-2.

E. Estimated annual tax increment: $1,700,063~~046,892~~ (Average)

F. Total average annual value of development program fund: $1,700,063~~528,879~~ (Average)

G. Annual principal and interest payment of bonded indebtedness: N/A.

H. Financial assumptions and safeguards: Under the Credit Enhancement Agreement, the City's payment obligation exists only insofar as new tax revenues are generated from new development within the TIF District. The City will pay an annual amount to the Company only insofar as new tax revenues from the increase in valuation are generated within the TIF District over the base valuation of the District.

I. Statement of impact of TIF on taxing jurisdictions within the county: See Exhibit C-3 and C-4~~2~~.

VII. Tax Shifts

In accordance with Maine statutes governing the establishment of Tax Increment Financing Districts, the tables set forth in Exhibit C-3 and C-4~~2~~ identifies the tax shifts that are expected to result during the term of this District from the establishment of the District. A summary of the annual average tax shift impacts follows:

General Purpose Aid to Education Tax Shift:	$480,73039,530
Municipal Revenue Sharing Tax Shift:	$59,45589,721
County Tax Shift:	$27,425152
Total Average Annual Savings	$567,61056,402

VIII. Municipal Approvals

A. Public Hearing Notice

The City of Portland did give proper Notice of Public Hearing in accordance with the requirements of 30-A M.R.S.A. Section 5226. Attached as Exhibit D, is a copy of the Notice of Public Hearing published in the *Portland Press Herald*, a newspaper of general circulation in the City on June October 10 __, 20112013, a date at least ten (10) days prior to the public hearing. The public hearing was held on June 20, 2011November 4, 2013, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Public Hearing

A Public Hearing at which the Proposed Amendment to the Thompson's Point Transit-Oriented Development and TIF District was discussed and held on 20th–4th day, JuneNovember, 20112013, in the Portland City Council Chambers. A copy of the minutes of that meeting is included as Exhibit E.

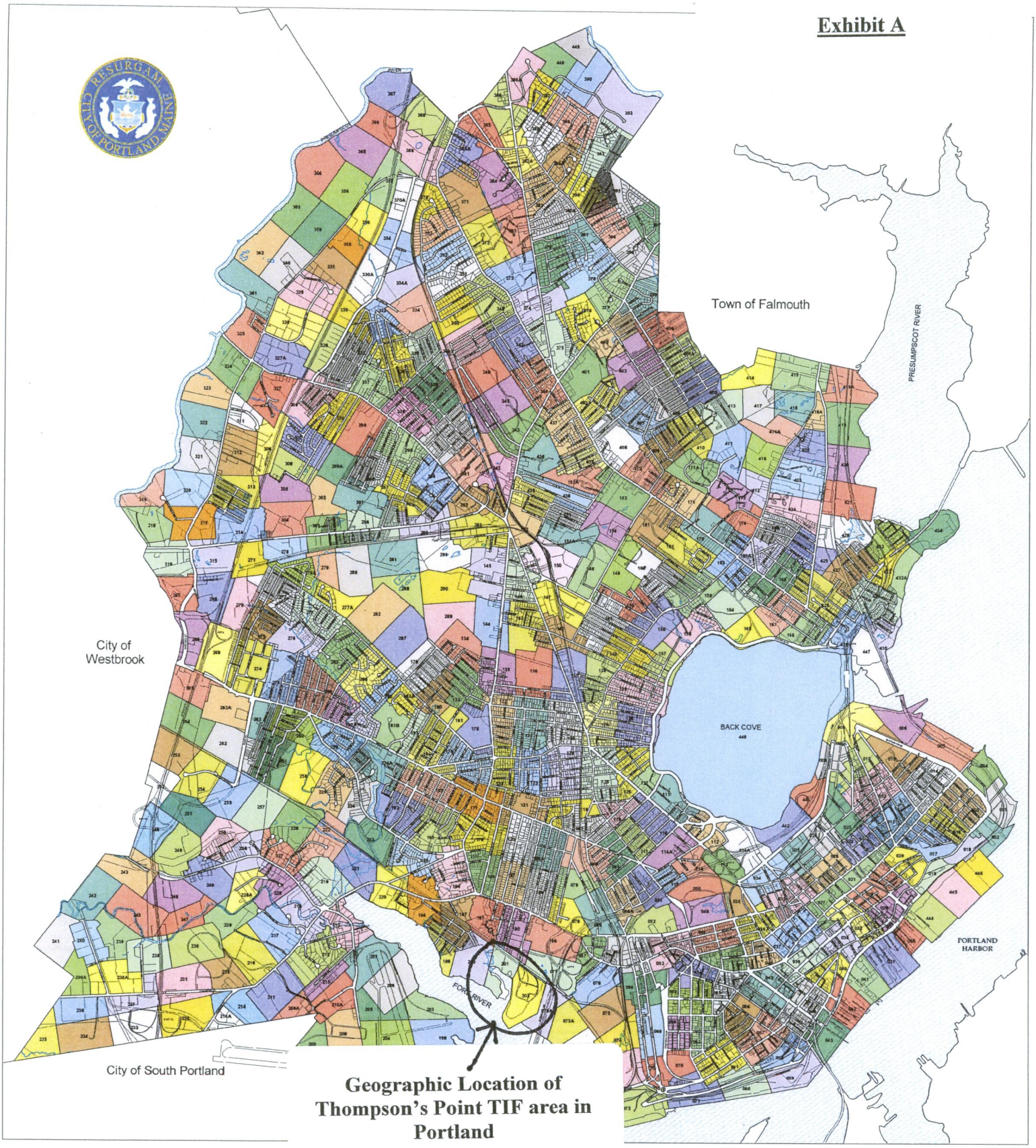
C. Authorizing Votes

An attested copy of the Order of the Portland City Council designating amending the Thompson's Point Transit-Oriented Development and TIF District is included as Exhibit F.

D. Assessor's Certificate

A letter from the Tax Assessor of the City of Portland certifying that the Original Assessed Value of the Amended District as of March 31, 2011 (i.e., April 1, 2010) is $3,879,200 is included as Exhibit G.

Exhibit A



Geographic Location of Thompson's Point TIF area in Portland

City of Portland, Maine
Tax Map Index

Scale: 1 Inch = 850 Feet

500 0 500 1000 1500 2000 2500 3000 Feet

Map produced by the City of Portland's Asssesor Office and the GIS Workgroup June 2004

N
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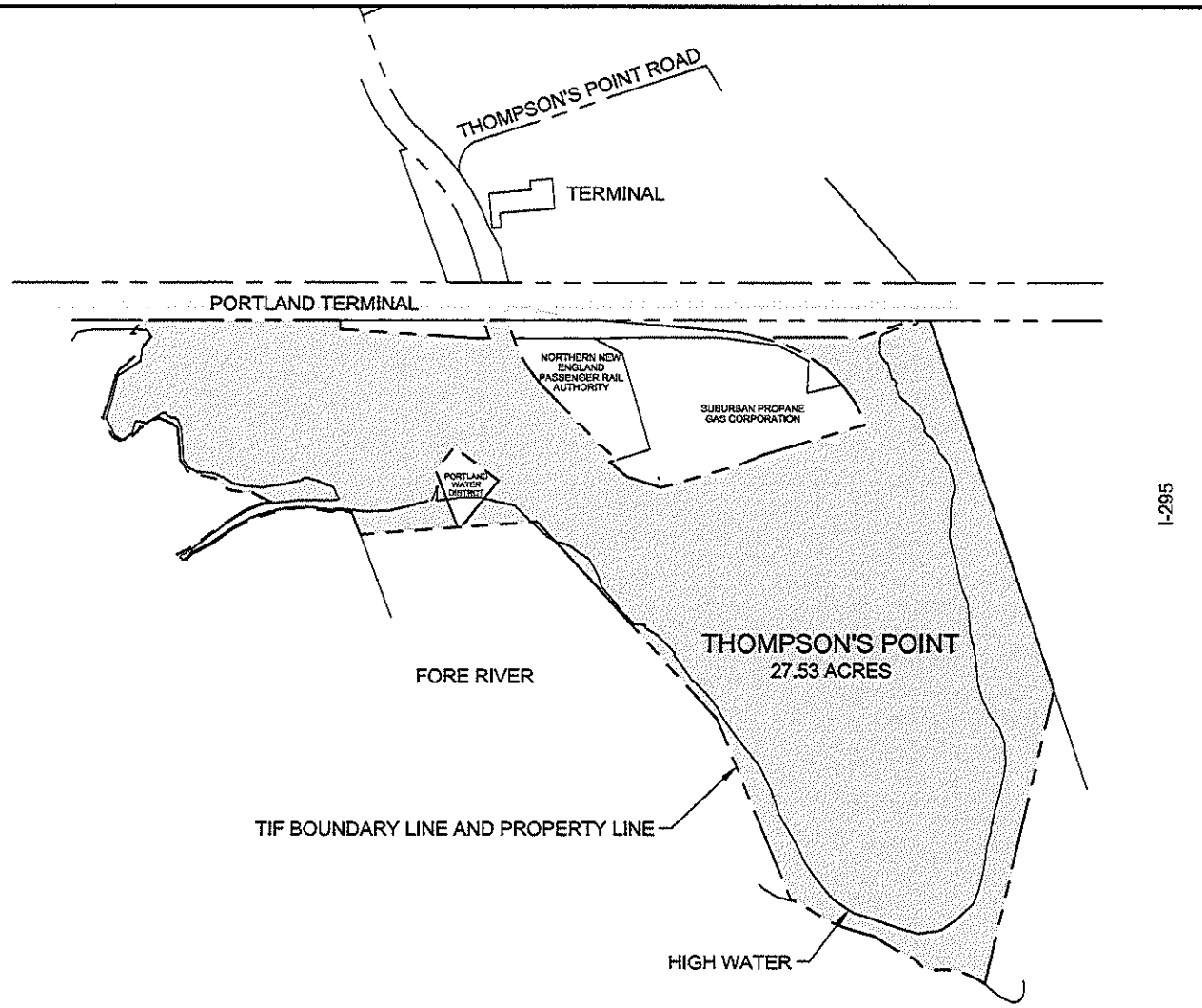

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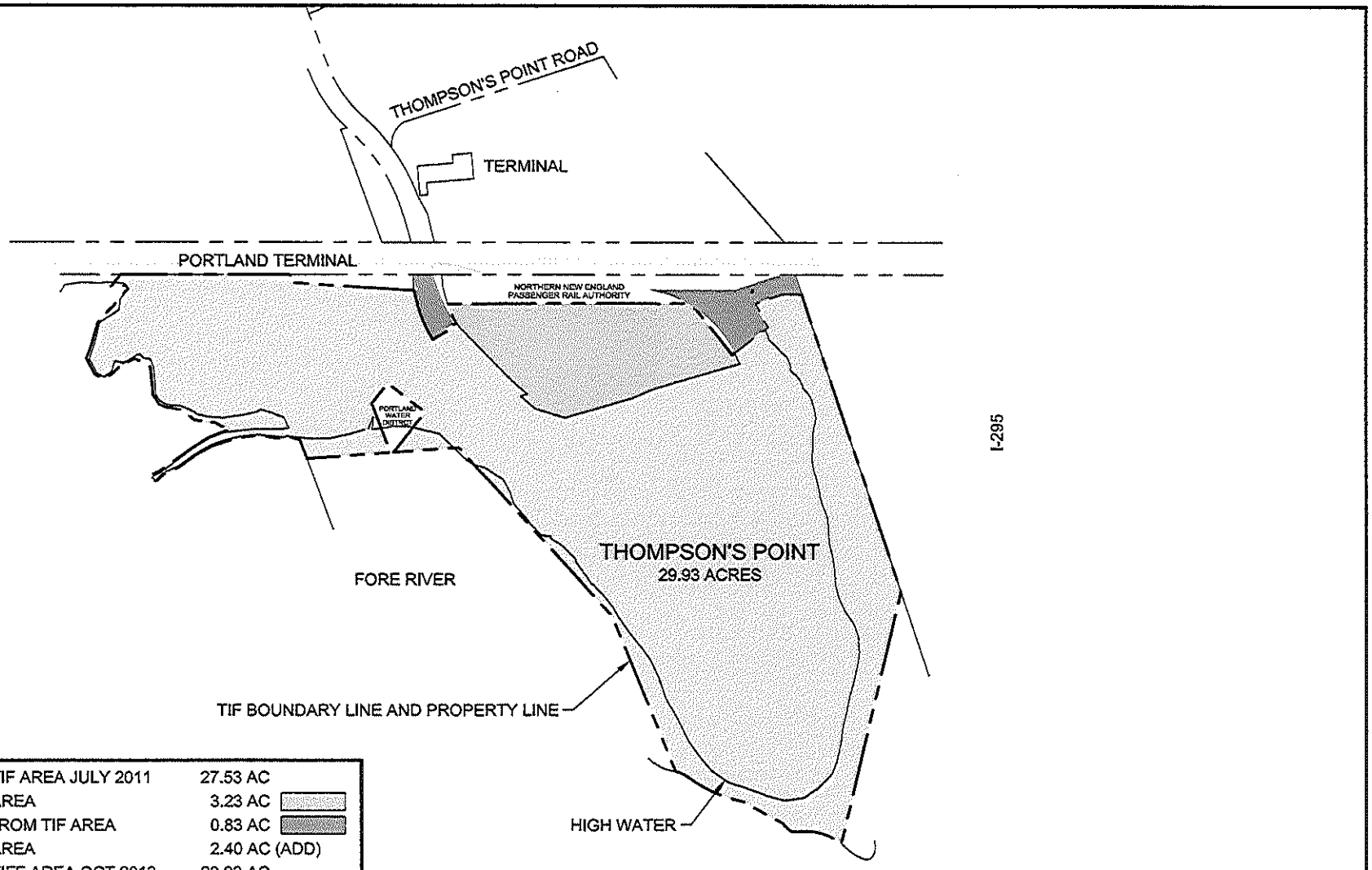
DRAWN:	DED	DATE:	10.03.13
DESIGNED:	SEK	SCALE:	1" = 40'
CHECKED:	SRB	JOB NO.	2982.05
FILE NAME:	2982.04-EXHIBIT A		

THE FOREFRONT AT THOMPSON'S POINT

MAP OF THOMPSON'S POINT TIF AREA - JULY 2013

EXHIBIT

EXHIBIT B



THOMPSON'S POINT TIF AREA JULY 2011	27.53 AC
AREA ADDED TO TIF AREA	3.23 AC
AREA SUBTRACTED FROM TIF AREA	0.83 AC
NET CHANGE TO TIF AREA	2.40 AC (ADD)
THOMPSON'S POINT TIFF AREA OCT 2013	29.93 AC

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DRAWN:	DED	DATE:	10.03.13
DESIGNED:	BEK	SCALE:	1" = 40'
CHECKED:	SRB	JOB NO.	2982.05
FILE NAME:	2982.04-EXHIBIT A		

THE FOREFRONT AT THOMPSON'S POINT

MAP OF THOMPSON'S POINT TIF AREA - OCT 2013

EXHIBIT
EXHIBIT B

City of Portland - TIF Model
10/4/2013

THOMPSON'S POINT TOD TIF PROJECT/PHASE ONE

30 years - Yrs 1 to 10: 75%/Dev & 25% TOD; Yrs 11 to 15: 60%/Dev & 25% TOD; Yrs 16 to 20: 50%/Dev & 25% TOD; Yrs 21 to 30: 40% /Dev-25% TOD

TIF Year	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non-Captured General Fund Revenues
1	$25,000,000	100.00%	$25,000,000	19.80	$495,000	$371,250	$123,750	$0
2	$50,000,000	100.00%	$50,000,000	20.20	$1,009,800	$757,350	$252,450	$0
3	$78,000,000	100.00%	$78,000,000	20.60	$1,606,794	$1,205,095	$401,698	$0
4	$78,000,000	100.00%	$78,000,000	21.01	$1,638,930	$1,229,197	$409,732	$0
5	$78,000,000	100.00%	$78,000,000	21.43	$1,671,708	$1,253,781	$417,927	$0
6	$78,000,000	100.00%	$78,000,000	21.86	$1,705,142	$1,278,857	$426,286	$0
7	$78,000,000	100.00%	$78,000,000	22.30	$1,739,245	$1,304,434	$434,811	$0
8	$78,000,000	100.00%	$78,000,000	22.74	$1,774,030	$1,330,523	$443,508	$0
9	$78,000,000	100.00%	$78,000,000	23.20	$1,809,511	$1,357,133	$452,378	$0
10	$78,000,000	100.00%	$78,000,000	23.66	$1,845,701	$1,384,276	$461,425	$0
11	$78,000,000	85.00%	$66,300,000	24.14	$1,600,223	$1,129,597	$470,626	$282,392
12	$78,000,000	85.00%	$66,300,000	24.62	$1,632,227	$1,152,189	$480,038	$288,040
13	$78,000,000	85.00%	$66,300,000	25.11	$1,664,872	$1,175,233	$489,639	$293,801
14	$78,000,000	85.00%	$66,300,000	25.61	$1,698,169	$1,198,738	$499,432	$299,677
15	$78,000,000	85.00%	$66,300,000	26.13	$1,732,133	$1,222,712	$509,420	$305,670
16	$78,000,000	75.00%	$58,500,000	26.65	$1,558,919	$1,038,240	$520,679	$519,640
17	$78,000,000	75.00%	$58,500,000	27.18	$1,590,098	$1,059,005	$531,093	$530,033
18	$78,000,000	75.00%	$58,500,000	27.72	$1,621,900	$1,080,185	$541,714	$540,633
19	$78,000,000	75.00%	$58,500,000	28.28	$1,654,338	$1,101,789	$552,549	$551,446
20	$78,000,000	75.00%	$58,500,000	28.84	$1,687,424	$1,123,825	$563,600	$562,475
21	$78,000,000	65.00%	$50,700,000	29.42	$1,491,683	$918,131	$573,552	$803,214
22	$78,000,000	65.00%	$50,700,000	30.01	$1,521,517	$936,494	$585,023	$819,278
23	$78,000,000	65.00%	$50,700,000	30.61	$1,551,947	$955,223	$596,724	$835,664
24	$78,000,000	65.00%	$50,700,000	31.22	$1,582,986	$974,328	$608,658	$852,377
25	$78,000,000	65.00%	$50,700,000	31.85	$1,614,646	$993,815	$620,831	$869,425
26	$78,000,000	65.00%	$50,700,000	32.48	$1,646,939	$1,013,691	$633,248	$886,813
27	$78,000,000	65.00%	$50,700,000	33.13	$1,679,878	$1,033,965	$645,913	$904,549
28	$78,000,000	65.00%	$50,700,000	33.80	$1,713,475	$1,054,644	$658,831	$922,640
29	$78,000,000	65.00%	$50,700,000	34.47	$1,747,745	$1,075,737	$672,008	$941,093
30	$78,000,000	65.00%	$50,700,000	35.16	$1,782,699	$1,097,252	$685,448	$959,915
30 Year	**$2,259,000,000**		**$1,830,000,000**		**$48,069,677**	**$32,806,687**	**$15,262,990**	**$12,968,776**
NPV @ 5.75%						**$16,374,528**		

EXHIBIT C-1

City of Portland - TIF Model
10/4/2013

THOMPSON'S POINT PROJECT TOD TIF/PHASE TWO AND THREE

30 years - Phase 2 and 3 - 25% to TOD TIF; 75% to General Fund

TIF Year	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non-Captured General Fund Revenues
1	$0	25.00%	$0	19.80	$0	$0	$0	$0
2	$0	25.00%	$0	20.20	$0	$0	$0	$0
3	$0	25.00%	$0	20.60	$0	$0	$0	$0
4	$0	25.00%	$0	21.01	$0	$0	$0	$0
5	$0	25.00%	$0	21.43	$0	$0	$0	$0
6	$0	25.00%	$0	21.86	$0	$0	$0	$0
7	$0	25.00%	$0	22.30	$0	$0	$0	$0
8	$0	25.00%	$0	22.74	$0	$0	$0	$0
9	$0	25.00%	$0	23.20	$0	$0	$0	$0
10	$0	25.00%	$0	23.66	$0	$0	$0	$0
11	$20,000,000	25.00%	$5,000,000	24.14	$120,680	$0	$120,680	$362,041
12	$20,000,000	25.00%	$5,000,000	24.62	$123,094	$0	$123,094	$369,282
13	$20,000,000	25.00%	$5,000,000	25.11	$125,556	$0	$125,556	$376,668
14	$20,000,000	25.00%	$5,000,000	25.61	$128,067	$0	$128,067	$384,201
15	$20,000,000	25.00%	$5,000,000	26.13	$130,628	$0	$130,628	$391,885
16	$20,000,000	25.00%	$5,000,000	26.65	$133,241	$0	$133,241	$399,723
17	$20,000,000	25.00%	$5,000,000	27.18	$135,906	$0	$135,906	$407,717
18	$20,000,000	25.00%	$5,000,000	27.72	$138,624	$0	$138,624	$415,872
19	$20,000,000	25.00%	$5,000,000	28.28	$141,396	$0	$141,396	$424,189
20	$20,000,000	25.00%	$5,000,000	28.84	$144,224	$0	$144,224	$432,673
21	$20,000,000	25.00%	$5,000,000	29.42	$147,109	$0	$147,109	$441,326
22	$20,000,000	25.00%	$5,000,000	30.01	$150,051	$0	$150,051	$450,153
23	$20,000,000	25.00%	$5,000,000	30.61	$153,052	$0	$153,052	$459,156
24	$20,000,000	25.00%	$5,000,000	31.22	$156,113	$0	$156,113	$468,339
25	$20,000,000	25.00%	$5,000,000	31.85	$159,235	$0	$159,235	$477,706
26	$20,000,000	25.00%	$5,000,000	32.48	$162,420	$0	$162,420	$487,260
27	$20,000,000	25.00%	$5,000,000	33.13	$165,668	$0	$165,668	$497,005
28	$20,000,000	25.00%	$5,000,000	33.80	$168,982	$0	$168,982	$506,945
29	$20,000,000	25.00%	$5,000,000	34.47	$172,361	$0	$172,361	$517,084
30	$20,000,000	25.00%	$5,000,000	35.16	$175,809	$0	$175,809	$527,426
30 Year	**$400,000,000**		**$100,000,000**		**$2,932,217**	**$0**	**$2,932,217**	**$8,796,652**
NPV @ 5.75%						**$0**		

EXHIBIT C-2

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland
TIF Model - THOMPSON'S POINT TOD TIF PROJECT - PHASE ONE

30 years - Yrs 1 to 10: 75%/Dev & 25% TOD; Yrs 11 to 15: 60%/Dev & 25% TOD; Yrs 16 to 20: 50%/Dev & 25%; Yrs 21 to 30: 40% /Dev & 25%/TOD

TIF Year	Tax Year-April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2014	$25,000,000	$25,000,000	$172,500	$23,104	$10,666	$206,271
2	2015	$50,000,000	$50,000,000	$374,000	$46,209	$21,320	$441,529
3	2016	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
4	2017	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
5	2018	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
6	2019	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
7	2020	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
8	2021	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
9	2022	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
10	2023	$78,000,000	$78,000,000	$583,440	$72,085	$33,237	$688,762
11	2024	$78,000,000	$66,300,000	$495,924	$61,272	$28,259	$585,456
12	2025	$78,000,000	$66,300,000	$495,924	$61,272	$28,259	$585,456
13	2026	$78,000,000	$66,300,000	$495,924	$61,272	$28,259	$585,456
14	2027	$78,000,000	$66,300,000	$495,924	$61,272	$28,259	$585,456
15	2028	$78,000,000	$66,300,000	$495,924	$61,272	$28,259	$585,456
16	2029	$78,000,000	$58,500,000	$437,580	$54,064	$24,939	$516,583
17	2030	$78,000,000	$58,500,000	$437,580	$54,064	$24,939	$516,583
18	2031	$78,000,000	$58,500,000	$437,580	$54,064	$24,939	$516,583
19	2032	$78,000,000	$58,500,000	$437,580	$54,064	$24,939	$516,583
20	2033	$78,000,000	$58,500,000	$437,580	$54,064	$24,939	$516,583
21	2034	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
22	2035	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
23	2036	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
24	2037	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
25	2038	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
26	2039	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
27	2040	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
28	2041	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
29	2042	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
30	2043	$78,000,000	$50,700,000	$379,236	$46,855	$21,618	$447,710
30 Year TIF Total		**$2,259,000,000**	**$1,830,000,000**	**$13,673,900**	**$1,691,232**	**$780,061**	**$16,145,192**

EXHIBIT C-3

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland
TIF Model - THOMPSON'S POINT TOD TIF PROJECT - PHASE TWO AND THREE

30 years - Phase 2 and 3 - 25% to TOD TIF; 75% to General Fund

TIF Year	Tax Year-April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2014	$0	$0	$0	$0	$0	$0
2	2015	$0	$0	$0	$0	$0	$0
3	2016	$0	$0	$0	$0	$0	$0
4	2017	$0	$0	$0	$0	$0	$0
5	2018	$0	$0	$0	$0	$0	$0
6	2019	$0	$0	$0	$0	$0	$0
7	2020	$0	$0	$0	$0	$0	$0
8	2021	$0	$0	$0	$0	$0	$0
9	2022	$0	$0	$0	$0	$0	$0
10	2023	$0	$0	$0	$0	$0	$0
11	2024	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
12	2025	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
13	2026	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
14	2027	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
15	2028	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
16	2029	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
17	2030	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
18	2031	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
19	2032	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
20	2033	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
21	2034	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
22	2035	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
23	2036	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
24	2037	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
25	2038	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
26	2039	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
27	2040	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
28	2041	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
29	2042	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
30	2043	$20,000,000	$5,000,000	$37,400	$4,621	$2,134	$44,155
30 Year TIF Total		**$400,000,000**	**$100,000,000**	**$748,000**	**$92,417**	**$42,686**	**$883,103**

EXHIBIT C-4

Exhibit G

CITY OF PORTLAND
THOMPSON'S POINT TRANSIT-ORIENTED DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

ASSESSOR'S CERTIFICATE

The undersigned Tax Assessor for the City of Portland, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5254 that: (1) the taxable assessed value of the original 28-acre Thompson's Point Transit-Oriented Development and TIF District as described in the TIF District Program to which this certificate is included, was $3,879,200 as of March 31, 2011 (i.e., April 1, 2010); and (2) the taxable assessed value of the 2~~32~~-acre additional parcels added to the original District in 2013 was $1,125,570~~_____~~ as of March 31, 2013 (i.e., April 1, 2011).

IN WITNESS WHEROF, this certificate has been executed as of this _____ day of ~~_____~~, October, ~~2011~~2013.

CITY ASSESSOR

By:_____
Richard W. Blackburn

~~Execution Copy~~

EXHIBIT H

CREDIT ENHANCEMENT AGREEMENT

between

CITY OF PORTLAND, MAINE

And

THOMPSON'S POINT DEVELOPMENT COMPANY, INC.

Dated as of July 1, 2011

Amended and Restated as of November 4, 2013

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EXHIBITS:

Exhibit A. Thompson's Point Transit-Oriented Development and Tax Increment Financing District Program Application

Exhibit B. Developer Tax Increment Revenues

Exhibit C. Annual Payment Certification Form

THIS CREDIT ENHANCEMENT AGREEMENT dated as of July 1, 2011, amended and restated as of November 4, 2013, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine, a corporation duly organized and existing under the laws of the State of Maine (the "City"), with a place of business in Portland, Maine, and Thompson's Point Development Company, Inc., a Maine corporation (the "Developer"), having an office at 55 Lisbon Street, Suite 2400 Lewiston, Maine.

WITNESSETH

WHEREAS, the City designated the original Thompson's Point Transit-Oriented Development and Tax Increment Financing District (the "original District") and adopted a development program therefor (the "Development Program") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Portland City Council on June 20, 2011 and the application was approved by DECD on July 28, 2011; and

WHEREAS, the City amended the Thompson's Point Transit-Oriented Development and Tax Increment Financing District (the "Amended District") and adopted an amended and restated development program therefor (the "Amended Development Program") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Portland City Council on November 4, 2013; and

WHEREAS, upon submission of an application to DECD, the City expects DECD to review and approve the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District and the Amended -Development Program; and

WHEREAS, the City designated the Thompson's Point Transit-Oriented Development and Tax Increment Financing District, adopted the Development Program and entered into this Agreement in order to induce the Developer to redevelop Thompson's Point into a gateway destination in a manner that includes a substantial investment in public infrastructure, including a large above-ground parking structure, transportation improvements, extensions of public roads, utility investments and expanded walking and biking trails, and to support the Developer's investment into the Project by enabling the City to contribute toward the capital cost of the Project in the amounts contemplated by the Development Program and this Agreement; and

WHEREAS, in connection with the Development Program, and as contemplated thereby, the City and the Developer have agreed to execute and deliver this Agreement; and

WHEREAS, the City and the Developer desire and intend that this Agreement, as amended and restated herein, shall be and constitute the credit enhancement agreement contemplated by and described in the Amended Development Program;

WHEREAS, the Developer has, since the date of the original Agreement, secured additional property adjacent to the original premises that constituted the original District, the inclusion of which in an expanded Amended District enables the highest and best use of the Thompson's Point property, including the effectuation of the relocation of Suburban Propane from Thompson's Point and the location of two components of the development program adjacent to the rail corridor, thereby enhancing the Transit-Oriented Development program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

"Act" means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

"Agreement" shall mean this Credit Enhancement Agreement as amended and restated and dated as of the date set forth above between the City and the Developer, as such may be further amended by the parties from time to time.

"Amended Development Program" means the amended and restated development program and financial plan for the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District adopted by the City and attached hereto as Exhibit A.

"Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District" shall have the meaning given such term in the recitals hereto.

"Captured Assessed Value" means the percentage of Increased Assessed Value retained in the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District in each year during the term of the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District as specified in Section 3.1 below.

"City" shall have the meaning given such term in the recitals hereto.

"Current Assessed Value" means the then current assessed value of the Property located within the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District to be determined by the City's Assessor as of April 1 of each year that this Agreement remains in effect.

"DECD" means the State of Maine Department of Economic and Community Development.

"Developer" shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof, including but not limited to any future limited partnership formed by Developer.

"Developer Tax Increment Revenues" means in each year this Agreement is in effect an amount of money equal to the Retained Tax Increment Revenues allocated to the Developer pursuant to Section 3.1 hereof.

"Developer TIF Account" means the account described in the Financial Plan section of the Amended Development Program and established and maintained pursuant to the Development Program and Article II hereof.

~~"Amended Development Program" means the amended and restated development program and financial plan for the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District adopted by the City and attached hereto as Exhibit A.~~

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Amended Development Program.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means the combined total of the Original Assessed Value of the original District and the Original Assessed Value of the additional parcels, which is $5,004,770. The "Original Assessed Value of the original District" means $3,879,200, the assessed value of the Property as of April 1, 2010. "Original Assessed Value of the additional parcels" means $1,125,570, the April 1, 2012 assessed value of the approximately ~~23~~32 acres of additional parcels added to the original District in 2013.

"Project" means Phase I of the redevelopment of Thompson's Point and the associated off-site public improvements, all as described in the Amended Development Program.

"Project Cost Account" means the account in the Development Program Fund described in Section 2.01 of the Amended Development Program and established and maintained pursuant to the Amended Development Program and Article II hereof.

"Project Costs" means all costs incurred by the Developer on the Project within the meaning set forth in 30-A M.R.S.A. §5222(14), as amended.

"Property" means the land and all real property improvements located in the approximately 3~~1~~0-acre Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District and taxable by the City.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against the Property by the City or on its behalf and actually paid to the City, but excluding any

county, state or special district taxes that are separately levied, charged or assessed against the Property.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are of the same type and tenor as the investments in which the City invests its own funds.

"Retained Tax Increment Revenues" means that portion of Property Taxes paid with respect to the Captured Assessed Value.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the City with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

~~"Thompson's Point Transit-Oriented Development and Tax Increment Financing District" shall have the meaning given such term in the recitals hereto.~~

"Triggering Event" means the first Tax Year when the Increased Assessed Value of the ~~real and personal Pp~~Property located within the original District first equals at least five Million Dollars ($5,000,000.00). The "Triggering Event" for the additional parcels added to the original District by amendment in 2013 means the first Tax Year when the combined Increased Assessed Value of those parcels first equals at least five Million Dollars ($5,000,000.00).

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

a. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

b. Words importing a particular gender mean and include correlative words of every other gender.

c. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

d. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely

for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date, the City shall create and establish a segregated fund designated as the "Thompson's Point Development Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Amended Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Amended Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1).The Project Cost Account shall also contain two subaccounts designated as the "Developer TIF Account" and the "City Transit Account".

Section 2.2. Deposits into Developer TIF Account.

Each year during the term of this Agreement, commencing with the Tax Year in which the Triggering Event falls and continuing thereafter for the remaining term of this Agreement, there shall be deposited into the Developer TIF Account contemporaneously with each payment of Property Taxes an amount equal to that portion of the Property Taxes constituting Developer Tax Increment Revenues for the period to which the payment relates. Any and all revenues, if any, resulting from investment of monies on deposit shall be retained by the City and withdrawn from the Developer TIF Account contemporaneously with payment to the Developer.

Section 2.3. Use of Monies in Developer TIF Account.

Monies deposited in the Developer TIF Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust.

All monies required to be paid into the Developer TIF Account under the provisions hereof and the provisions of the Amended Development Program, other than investment earnings thereon, shall be held by the City, in trust, for the benefit of the Developer.

Section 2.5. Investments.

Any monies in the Developer TIF Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are at all times invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer TIF Account. If the City experiences any losses in association with these investments related to the Developer TIF Account, the City shall still pay to the Developer the amounts required under Section 3.1 hereof.

Section 2.6. Tax Payments.

The Developer shall pay or cause to be paid when due all Property Taxes assessed by the City unless contested by the Developer by appropriate proceedings pursuant to Maine law. No payments shall be made by the City under this Agreement at any time any such taxes or amounts are due and unpaid.

ARTICLE III
PAYMENT OBLIGATIONS

Section 3.1. Captured Assessed Value; Retained Tax Increment.

During the term of the Amended Development Program, the City shall annually retain the percentage of Increased Assessed Value indicated on Exhibit B attached hereto as Captured Assessed Value. The Property Taxes paid with respect to the Captured Assessed Value shall be retained as Retained Tax Increment Revenue. Each year during the term of this Agreement, the City shall deposit into the Developer TIF Account contemporaneously with each payment of Property Taxes an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Developer Tax Increment Revenues, in accordance with the provisions of Section 2.2 of this Agreement and the priorities established by 30-A M.R.S.A. § 5227(3)(B),

starting with taxes assessed for the Tax Year in which the Triggering Event falls and continuing thereafter for the remaining term of this Agreement, ending with taxes assessed for the City's 20431-20442 fiscal year, based on the April 1, 20413 Current Assessed Value.

Section 3.2. Credit Enhancement Payments.

The City shall pay to the Developer all Developer Tax Increment Revenues due and owing pursuant to Section 3.1 and then on deposit in the Developer TIF Account within thirty (30) days following the last Tax Payment Date in each fiscal year during the term of this Agreement, or within thirty (30) days of receipt of the Developer's request for annual payment submitted in accordance with Section 3.4(b) hereof, whichever shall occur last.

Section 3.3. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to establish and maintain the Account and to deposit Developer Tax Increment Revenues to the Account and its obligation to make required payment to the Developer.

Section 3.4. Manner of Payments.

a. The payments provided for in this Article III shall be paid in immediately available funds in the manner provided hereinabove for ~~its~~ the Developer's own use and benefit. Notwithstanding the above, no payments shall be made unless used to satisfy debt service on indebtedness incurred to finance qualified "Project Costs" as that term is defined under Chapter 206 of Title 30-A of the Maine Revised Statutes and as described as part of the Project in the Amended Development Program or used to pay directly, or to reimburse the Developer for payment of such Project Costs.

b. The City shall make required payments in response to requests for annual payment submitted by the Developer setting forth the amount of the payment and containing a certification in the form attached hereto as Exhibit C.

Section 3.5. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be

absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. Notwithstanding the above, the City reserves the right to terminate this Agreement upon a final judgment by a court of competent jurisdiction to the effect that the Agreement or Amended Development Program adopted in connection herewith or any payment made thereunder is or would be illegal or invalid. In such event, the termination shall relate back to the original date of the Agreement which shall be deemed void ab initio, and neither party shall have any obligations or liability hereunder, under the Amended Development Program or in respect of any of the transactions contemplated thereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination.

Section 3.6. Limited Obligation.

Except as otherwise expressly provided in this Agreement, the City's obligations of payment hereunder shall be limited obligations of the City payable solely from Retained Tax Increment Revenues and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a charge against or pledge of the faith and credit or taxing power of the City, but shall be payable solely from the Retained Tax Increment Revenues received by the City, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the City's obligation to assess property taxes upon the Project and the pledge of the Retained Tax Increment Revenues established under this Agreement.

ARTICLE IV
PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer TIF Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing the City’s payment of the amounts provided for hereunder , according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer TIF Account and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

To the extent deemed necessary or desirable by the Developer, the City shall cooperate with the Developer in executing certain control or three party agreements, and also consent to

appropriate financing statements and continuation statements being duly filed and recorded in the appropriate state offices, as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests in the funds in the Developer TIF Account.

Section 4.3. Further Instruments.

The parties hereto shall, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement, provided, however that no such instruments or agreements shall pledge the credit of the City.

Section 4.4. Liens.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer TIF Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records, notes and documents in the possession of the City relating to the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District, the Amended Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer TIF Account shall at all reasonable times be open to inspection by the Developer, its agents and employees.

ARTICLE V
DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

a. Any failure by the City to pay any amounts due under Section 3.3 above when the same shall become due and payable;

b. Any failure by the City to make deposits into the Developer TIF Account as and when due;

c. Other than as provided in paragraph (a) and (b) above, any failure by the City or the Developer to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Developer respectively to be observed or performed, including any failure of the Developer to use payments made under this Agreement as required in Section 3.6 of this Agreement, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include the Developer's failure to pay Property Taxes on the Property in the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District for any reason as an Event of Default hereunder; and

d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the City, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the City's affairs shall have been entered against the City or if the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default.

Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine. No party has the right to terminate this Agreement.

Section 5.3. Remedies Cumulative.

No remedy herein conferred upon or reserved by any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and

shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Enforcement Rights.

The City and the Developer agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Developer continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Developer and the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism**.**

ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire on the later of the end of the 2043~~1~~-2044~~2~~ fiscal year of the City or upon the performance of all obligations on the part of the City and the Developer hereunder, including without limitation payment of all amounts to be paid to Developer.

Section 6.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT

Section 7.1. Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing the Amended Development Program, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation including, without limitation, any reasonable three-party control agreement, as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

Section 7.2 Assignment.

Except as provided in Section 7.1, and except for the purpose of securing financing for the Project or for an assignment to a successor entity or an affiliate entity, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the consent of the City, which consent shall not be unreasonably withheld.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Successors.

In the event the City or the Developer are dissolved, merged into or consolidated with another entity, or undergo any form of corporate reorganization, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer; provided, however, that if the payment obligations of the City hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 8.3. Severability.

Except as otherwise provided herein, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity and neither the members of the City Council of the City, or any official, officer, agent, servant or employee of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future

director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the directors, members, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

Corporation Counsel's Office
City of Portland
389 Congress Street
Portland, ME 04101

If to the Developer:

Thompson's Point Development Company, Inc.
55 Lisbon Street, Suite 2400
Lewiston, ME 04240
Attn: Christopher M. Thompson

With a copy to:

Bernstein Shur

100 Middle Street, P.O. Box 9729
Portland, ME 04104
Attn: Joan M. Fortin, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

Neither this Agreement nor the Amended Development Program may be amended without the express written consent of all of the parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, the parties agree to amend this Agreement in order to fulfill such reasonable requirement that a lender may require in connection with financing of the Project. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. §5211 et seq., as amended.

Section 8.9. Net Agreement.

This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, or setoffs; provided, it is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Developer and received by the City.

Section 8.10. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.11. Project Responsibility.

The parties hereto agree, and the City hereby acknowledges that the Developer shall have no obligation to go forward with the Project referred to herein or in the Amended Development Program. Such Project is subject to final approval by the Developer.

Section 8.12. Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.13. No Third Party Benefits.

Except as otherwise expressly authorized herein, this Agreement is entered into solely between, and may be enforced only by the City and the Developer and its assignees or pledgees, and this Agreement will not be deemed to create any rights in other third parties, or to create any obligations of a party to this Agreement to any such third parties. In clarification of the foregoing, no tenant at the Property obligated under its lease or rental agreement with the Developer to pay all or any portion of the property taxes associated with the Property shall be entitled to any of the funds in the Developer TIF Account or to the benefit thereof without a formal assignment or pledge from the Developer of the rights and duties to this Agreement.

Section 8.14. Indemnification.

a. The Developer agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with the City's approval of the Amended Thompson's Point Transit-Oriented Development and Tax Increment Financing District and its preparation of and participation in this Agreement, including expenses arising from any default hereunder by the Developer but excluding any such claims or expenses as may relate to actions or proceedings resulting from a default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

b. The City agrees to defend, indemnify and hold harmless the Developer, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with any default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

Section 8.15. Waiver of Recapture.

In order to induce Developer to construct the Project, in the event this Credit Enhancement Agreement, the Amended Development Program or designation of the Thompson's Point Transit-Oriented Development and Tax Increment Financing District is found or held void or invalid or if for any reason the payments made by the City hereunder are held contrary to law or improper by a Court of law with final jurisdiction over this Agreement, the City irrevocably waives its rights to reclaim, recapture or otherwise recover any TIF proceeds paid to the Developer or any assignee pursuant to this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers or members, as the case may be, all as of the date first above written.

WITNESS

_____

CITY OF PORTLAND, MAINE

By:_____
~~Patricia A. Finnigan~~Mark Rees
Its ~~Acting~~ City Manager

THOMPSON'S POINT DEVELOPMENT COMPANY, INC.

_____

By:_____
Christopher M. Thompson
Its Secretary

Exhibit A to Credit Enhancement Agreement – Amended and Restated Thompson's Point Transit-Oriented Development and Tax Increment Financing District Program Application

EXHIBIT B to Credit Enhancement Agreement – Developer Tax Increment Revenues

TIF Years:	Percentage of Increased Assessed Value to be Captured as Captured Assessed Value and Reimbursed to Developer for Phase One Only:
Years 1-10	75%
Years 11-15	60%
Years 16-20	50%
Years 21-30	40%

Notes:

Notwithstanding the "Tax Year" identified in the same row with the "TIF Year" on Exhibit C-1 of the Development Program, TIF Year 1 shall be the tax year in which the Triggering Event takes place as set forth in Section 2.2 of the Agreement. There will be separate triggering events for the original District and the additional parcels added to the original District by amendment in 2013. The "Triggering Event" for the original District means the first Tax Year when the Increased Assessed Value of the original District first equals at least five Million Dollars ($5,000,000.00). Similarly, the "Triggering Event" for the additional parcels added to the original District by amendment in 2013 means the first Tax Year when the combined Increased Assessed Value of those parcels first equals at least five Million Dollars ($5,000,000.00).

EXHIBIT C to Credit Enhancement Agreement – Annual Payment Certification Form

Thompson's Point Transit-Oriented Development TIF District

Calculation of Developer Retained Tax Increment Revenues

The undersigned does hereby certify as follows:

a. For the City's fiscal year _____, the Current Assessed Value of the Property is $_____ and the current mil rate is _____.

b. The Original Assessed Value is $~~3,879,200~~5,004,770.

c. The Captured Assessed Value is $_____, calculated as follows:

Current Assessed Value (from paragraph (a)):	$_____
minus Original Assessed Value (from paragraph (b)):-	$~~3,879,200~~5,004,770
equals Increased Assessed Value:	$_____
times Annual TIF Percentage (from Exhibit B):	_____%
equals Captured Assessed Value for Developer:	$_____

d. The Developer Retained Tax Increment Revenues is $_____, calculated by multiplying the Captured Assessed Value for Developer times the current mil rate.

Date:_____

By:_____
Name: _____
Its: _____

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: City of Portland, Maine		
2. Address: 389 Congress Street		
3. Telephone: 207-874-8945	4. Fax:	5. Email:gmitchell@portlandmaine.gov
6. Municipal Contact Person: Greg Mitchell, Economic Development Director		
7. Business (Developer) Name: Thompson's Point Development Company, Inc.		
8. Address: 55 Lisbon Street, Suite 2400, Lewiston, ME 04240		
9. Telephone: 207-347-1614	10. Fax: 207-784-3319	11. Email: parallaxpartners@gmail.com
12. Business Contact Person: Chris Thompson, Principal		
13. Principal Place of Business: Thompson's Point, Portland, ME		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): Subchapter S Corporation		
15. Place of Incorporation: Maine		
16. Names of Officers: ~~Jon P. Jennings, William J. Ryan, Jr.,~~ Christopher M. Thompson & Jed Troubh		
17. Principal Owner(s) Name: ~~n/a~~Forefront Partners I, LP		
18. Address: 55 Lisbon Street, Suite 2400, Lewiston, ME 04240~~n/a~~		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
☑ job creation	☐ job retention	☑ capital investment
☐ Training investment	☑ tax base improvement	☑ public facilities improvement
☐ other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
☑☐ real estate purchase	☐ machinery & equipment purchase	☐ training costs
☑☐ debt reduction	☑ other (list): Transit (infrastructure and exceptional site costs)	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project *(please use next page)*.

EMPLOYMENT GOALS

Company Goals for Job Creation and Job Retention

I. Construction Period Direct Jobs: 690 Indirect Jobs: 250 Induced Jobs: 290 **Total: 1,230** *Job Creation Goals: 80% Creation (984 jobs)* *Job Retention Goals (246 jobs)*			
*Occupational Cluster**	*Full-time* ***60%***	*Part-time* ***40%***	*Wage Level*
1. Executive, Professional & Technical: **5%**			$100,000
2. Administrative Support, inc. Clerical: **10%**			$40,000
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production, & Transportation: **85%**			$60,000

II. Operation Period Direct Jobs: 330 Indirect Jobs: 55 Induced Jobs: 70 **Total Jobs: 455** *Job Creation Goals: 80% Creation (364 jobs)* *Job Retention Goals: 20% (91 jobs)*			
*Occupational Cluster**	*Full-time* ***75%***	*Part-time* ***25%***	*Wage Level*
6. Executive, Professional & Technical: **40%**			**$70,000**
7. Administrative Support, inc. Clerical: **20%**			**$40,000**
8. Sales & Service			
9. Agriculture, Forestry & Fishing			
10. Maintenance, Construction, Production, & Transportation: **40%**			**$35,000**

INSTRUCTIONS

A. Job Creation Goals. *Please list the number, type and wage level of jobs <u>created</u> as a result of the economic development incentive. NOTE: For this form, "full-time" employment means 30 hours or more; "part-time" employment means less than 30 hours. "Wage level" means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, "type" means "occupational cluster" which refers to the 12 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.*

B. Job Retention Goals. *Please list the number, type and wage level of jobs <u>retained</u> as a result of the economic development incentive. Part B should be completed using same definitions in Part A.*

Planning & Urban Development Department
Jeff Levine, AICP, Director

Housing & Community Development Division
Mary P. Davis, Director

AGENDA ITEM #5

TO: Councilor Mavodones, Chair
Members of the Housing and Community Development Committee

FROM: Mary Davis, Director, Housing & Community Development Division

DATE: October 4, 2013

SUBJECT: Request to review prior HCDC vote on AHTIF located at 409 Cumberland Avenue

SUMMARY OF ISSUE

In January of this year, the HCDC approved a request to create an Affordable Housing TIF (AHTIF) for the Avesta Housing project located at 409 Cumberland Avenue. The HCDC approved an AHTIF with the captured revenue split 50/50 between the developer and the city. The proposal approved by HCDC included using the captured revenue to the city to establish an affordable housing revolving loan fund.

The City Manager requested that staff revisit the provision for the creation of a housing revolving loan fund using TIF proceeds. As a result and based on a preliminary review of the AHTIF documents by Maine Housing Authority, staff is requesting that the HCDC reconsider the use of the captured revenue retained by the city.

STAFF ANALYSIS AND RECOMMENDATION

Staff is requesting that the HCDC vote to amend its previous recommendation to remove the requirement that the 50% of TIF revenue going to the City be used to establish an affordable housing revolving loan fund. Staff requests reconsideration for the following reasons:

1. Maine Housing has indicated that the location of the property to be purchased or housing to be developed must be identified in the AHTIF application. Maine Housing indicates that, to date, no community has elected to use the captured revenue in this manner.

2. As you know, the City's budget has faced challenges in the past few years. Having the flexibility to use the City's portion of the AHTIF for uses other than affordable housing is desirable in order to help fund other City services.

3. The City already has significant funds available at the present time for affordable housing. As of this time, we have approximately $724,300 in the City's Housing Replacement Fund along with funds available through the annual allocation of HUD HOME funds. In addition, we have the ability to use CDBG funds for some affordable housing uses should the need arise.

4. Staff would like to continue the internal discussion regarding the use of AHTIF revenue and the impact on the City's General Fund. A recommendation would be brought forward to the HCDC for further discussion.

This AHTIF is scheduled to be discussed by the full Council on October 21st. It will need to move forward in October in order to meet the needs of Avesta for their portion of the funds.

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Chair and Members of the Housing and Community Development Committee
Mark Rees, City Manager

FROM: Greg Mitchell, Economic Development Director
Jeff Levine, Planning and Urban Development Director
Mary Davis, Housing and Community Development Division Director

DATE: October 4, 2013

SUBJECT: **2013 HCDC Updated Committee Calendar; Work Plan for 2013**

Attached, as a standing communication on your agenda, is the updated Committee Calendar – in a clean format and a marked revision format - from the version presented at your September 25 meeting.

The Work Plan, also attached, has not changed; it is a reference document.

2013 HOUSING & COMMUNITY DEVELOPMENT COMMITTEE CALENDAR
As of October 4, 2013

January

Nathan Clifford School Sale Approach
Continue City TIF Policy revision discussion
2013 Draft HCDC Work Plan discussion
Congress Square/Executive Session Discussion

February

For Review and Comment: Annual Housing Program Budget
For Review, Comment and Approval: Annual Housing RFP
Finalize Committee Work Plan and Calendar
Discuss Homelessness Task Force "Rapid Rehousing" Recommendations
GPEDC Business Prospect Protocol
Commercial Lease Discussion for Maine State Pier/Executive Session

March

Communication: CDBG funding recommendations from Committee & City Manager. CDBG recommendations to Council for final approval, typically during the end of March/ beginning of April
60 Portland Pier executive session discussion; public discussion and sent to City Council.
Revised HCDC Work Plan and Calendar discussion
Housing Program Budget Recommendation to City Council
Review of Affordable Housing RFP Draft
Zoning Issues Communication/Discussion

April B-1/B-2 zones
Maine State Pier/Ocean Terminal Lease action/Executive Session Discussion
Possible sale of City-owned property on Riverside Street/Executive Session Discussion
Opportunity Alliance's Transfer of Ownership of Rental Property to Avesta
Communication – Update on Rapid Re-Housing Strategy
Communication – Update on the effects of cuts to CDBG Applicants
Review of Analysis of Impediments to Fair Housing
Congress Square Proposal/Only Item on April 24, 2013 Agenda/Public Comment to be taken at May 29 HCDC Meeting and will again be sole item on agenda.

May CDBG Working Group Report – Review and Recommendation to City Council
Portland Technology Park Update and Phase 2 expansion discussion
Inventory of City-owned properties for possible housing sites/Start Discussion
Review and approval of Annual Housing RFP
Maine State Pier/Ocean Terminal Lease action/Executive Session Discussion
Congress Square Park/Only Item to be on May 29, 2013 Agenda – for Public Comment and possible recommendation to City Council.

June

12th Meeting
Communication: Annual Action Plan, due to HUD June 14
Maine State Pier/Ocean Terminal Lease action/Possible Executive Session Discussion
Executive Session Discussion for:
Possible City acquisition of property for City Use

Possible sale of City-owned Riverside Street Property
Congress Square Park/ Sale Negotiations

26th Meeting

For Review and Comment/ Recommendation to Council if necessary: Recommendations for improvement to CDBG process.
R-6/R-7 zones and Next Steps
Island View Loan Modifications public action in form of recommendation
Maine State Pier/Ocean Terminal Lease action/Possible Executive Session Discussion
Executive Session Discussion: Congress Square Park/Sale Negotiations
Federated Midtown Project Negotiations

July

August

Congress Square continued discussion and/or action
Appropriation and Financing Recommendation to support City property acquisition for City department consolidation plan
Housing Development RFP – review of proposals received
Updates on R6/R7 zoning reviews

September

Updates on B2 zoning review
For Review and Comment: Consolidated Annual Performance Evaluation Report (CAPER) due to HUD September 30.
Regional Analysis of Impediments to Fair Housing
Thompson's Point Transit Oriented TIF Amendments
Nathan Clifford School – Property Disposition Process and Authorize City Staff to negotiate a Purchase and Sale Agreement.
Update on B2 Zoning Work
Executive Session: Possible sale of City property on Riverside Street

October

Communication: CDBG Application is available.
Annual City wide TIF District Activity Report
Housing Liaison Program Update
Housing First Pre-Development RFP – Review Draft
Tenant Based Rental Assistance Program update
Wilmot Street property disposition discussion
Nathan Clifford School-Action
Thompson's Point Transit Oriented TIF Amendments – Action
409 Cumberland Avenue Affordable Housing TIF - Revisited

November

Communication: Application deadline. Beginning of Annual CDBG Application Review by CDBG Allocation Committee
Review City sites for residential development or sale including former Adams School property
Pearl Place TIF district amendment discussion
Update on Parking in B-3, B-6, and B-7/Sustainable Transportation Fund
Start Downtown TIF District discussion

December

Review and adopt HCDC Annual Accomplishment Report
Continue Downtown TIF District discussion and possible action
Presentation on B2- and R6/R7 zone reviews for possible action
Start discussion related to Riverside Street area wide needed public infrastructure status and improvements.

2013 HOUSING & COMMUNITY DEVELOPMENT COMMITTEE CALENDAR

As of October 4, 2013~~September 20, 2013~~

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Housing and Community Development Committee (HCDC)

Committee Charge, Priorities, and Work Plan for 2013

May 2013

HCDC Committee Charge

Per the Mayor's December 30, 2011 Memorandum to the City Council, the HCDC Committee charge includes:

> *This Committee shall develop and recommend to the City Council policies that will promote balanced development in the city including residential, commercial, and industrial uses. In that capacity, the Committee shall make recommendations regarding plan review, zoning, CDBG and HOME allocations, TIF zones, and other development tools that the City has available to it.*
>
> *City Departments: Economic Development and Planning*
> *Primary Staff Coordinators: Greg Mitchell, Economic Development Director; Jeff Levine, Planning and Urban Development Director; and, Mary Davis, Housing and Community Development Division Director*

2012 City Council Priorities Aligned with the HCDC Committee Responsibilities

The following priorities have been established by the City Council:

> *Goal A: Development*
>
> *Portland's future development should enhance and balance the city's needs for adequate and affordable housing, a diversified tax base by promoting commercial and industrial development, and being the home for a large array of educational, recreational, cultural, and artistic institutions.*
>
> *Objectives*
>
> *A1. Promote housing production by removing regulatory barriers, providing or expanding financing programs, and investigating the use of City owned land for housing purposes.*

A2. Review, and, if appropriate, make changes to the Tax Increment Financing Policy and other tools that might be available to promote development.

A3. Implement the recommendations of the City Economic Development Plan.

A4. Support and assist in the successful development of following projects while ensuring neighborhood involvement: Thompson Point, Bayside, Downtown (Old Port, Waterfront, Arts District), University of New England.

A5. Review and improve CDBG Consolidated Plan and Use of Funds as required by Federal Regulations every three years.

A6. Begin looking at the feasibility of moving the Department of Public Services out of Bayside.

Goal C: Service Delivery

The City of Portland and its employees shall practice the highest levels of customer service ensuring that all interactions with the City should be courteous, helpful, effective, timely, and fair.

Objectives

C1. Improve the permitting and inspections process so that it is more streamlined, coordinated, and timely, including guaranteed response times and online permitting.

2013 PLANNED ACTIVITIES

A. Housing and Community Development Division Work Plan

Priority – CDBG Priority Review

Follow-through with the CDBG Working Group tasked with implementing the 2012 CDBG Priority Setting Force Report (approved by Council on 9/5/12).

Priority – Implementation of Housing Investment Policy

Development and review annual RFP for Housing Investment.

Priority – Discuss and Develop Strategy for Homelessness Task Force "Rapid Rehousing" Recommendations that were referred to HCDC

Priority – Zoning issues.

1.) R-6 Zone

R-6 and R-7 zones should be examined to see if some R-6 areas should be rezoned R-7, such as at Danforth and York Street, High Street, and in Bayside. Some other changes to the R-6 and R-7 zones should also be considered to permit increased densities. Alternative solutions to accomplish the same goals more universally should also be explored.

2.) B-1 and B-2 Map Amendments

B-1 and B-2 zones on the peninsula have been updated so the R-7 density applies (435 square feet of land area per dwelling unit is required). HCDC will work with staff to look at whether similar changes make sense elsewhere.

***3.)* B-6, B-7 and B-3 Residential Parking Requirements**

There are no specific parking requirements for B-6 and B-7; determined by Planning Board based on a parking analysis. B-3 requires one space per unit. Parking exceptions for historic structures and affordable housing applies in all 3 zones. These requirements should be examined in the larger context of the Sustainable Transportation Fund as an option for developers in these and other districts.

Priority – Review of the Condominium Conversion Fee

Review a possible change that would tie the fees to the number of units lost.

B. Economic Development Work Plan

City Real Estate Sale or Lease

- Adams School – Remaining Property – Determine best approach to sell remaining property.

- Riverside Property – Remaining developable property includes 11+ acres. Decide whether or not to market for sale.

- Congress Square Park – HCDC met on August 8, 2012, to receive a communication from staff on the outcomes of the Congress Square Redesign Study Group and Committee requested a revised proposal from Rockbridge. Awaiting a revised proposal from Rockbridge.

- Portland Technology Park – Park road and utility infrastructure is under construction with expected completion in 2013. Site marketing will become active in early 2013. Property marketing and sales approach discussion needed.

- Thames Street Property – Property is available for sale to support large scale private sector mixed use opportunities.

- Portland Ocean Terminal – Currently working with marine dependent commercial tenant prospects to secure possible new tenants.

- 60 Portland Pier – Property title research underway to verify city ownership for possible lease or sale.

- Nathan Clifford School - City Council approved process under way to solicit proposals from interested developers to support possible sale and reuse options.

- Sale of City property, i.e., parking lots, for residential use.

- Plan for reuse options of the former Reed School – work with the School Dept.

Review Existing TIF Districts

- Bayside TIF – review for possible amendments to expand the TIF district.

- Pearl Place TIF for possible TIF amendments discussed with Councilor Donoghue for the City to capture TIF funds for child pre-school care.

- Thompson Point TIF – need to prepare plan for use of future Transit Oriented Development (TOD) TIF tax revenue – Responsibility rests with the Transportation, Sustainability, and Energy Committee. Transit planning scope of work being prepared under direction of the Transportation & Energy Sustainable Committee.

- Arts TIF District – review for possibly converting this to a Downtown TIF District.

City TIF Policy

Annually present and discuss a report of TIF district activity including an assessment of TIF district capacity related State acreage and value limitations.

Wilmot Street Property Disposition – Need to resolve City ownership.

Riverside Street – Review needed infrastructure improvements.

Stormwater Regulations and Development – Review possible effects of regulations on development.

Houses of Worship – Review of re-use of houses of worship that may be closing.

Open Space Process – Review of the process of determining where open space should be for what use.

Portland Economic Development Plan Implementation

Mayor leading implementation having monthly meetings with stakeholders of the Portland Economic Development Plan. Provide accomplishment update to the City Council.

City Permitting and Inspection Streamlining

Consultant hired under the direction of the City Manager and Planning Director. Mayor and City Manager taking the lead.