City of Portland
Board of Assessment Review

Monday, June 14, 2021
Remote Meeting

Stephen Bither
Barbara Brewer
Chase Hewitt

1. ZOOM Information

    a. Please click the link below to join the webinar:
    https://us02web.zoom.us/j/87470611793?pwd=Wjh0YmxtMlJ3dzhwdzVvWDJidlZkZz09
    Passcode: 035234
    Or One tap mobile :
    US: +13126266799,,87470611793#,,,,*035234# or +19292056099,,87470611793#,,,,*035234#
    Or Telephone:
    Dial(for higher quality, dial a number based on your current location):
    US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782
    Webinar ID: 874 7061 1793
    Passcode: 035234

2. Legal memo from Attorneys James Katsiaficas and Emily Arvizu

    a. Attached.

3. Appeal of Federated Companies Assessment

    a. Attachments related to appeal for assessments of FEDEQ DV004, LLC and FEDEQ DV005, LLC property.

4. Appeal of Auburn Terrace LLC Assessment WITHDRAWN

    a. Attachment from Commercial Property Tax Management, LLC and Portland Assessor's Memo in response.

5. Next meeting date or date of deadlines for decisions in the appeals.

6. Adjournment

MEMORANDUM

TO: The City of Portland Board of Assessment Review

FROM: James N. Katsiaficas, Emily A. Arvizu

DATE: June 7, 2021

RE: Grounds for Abatement under Maine Law

To assist in the Board's review of the abatement appeals before it, this memorandum provides an overview of two grounds for granting a property tax abatement under Maine law and the tests developed by the courts for demonstrating each.

To begin, "a town's tax assessment is presumed to be valid." *Petrin v. Town of Scarborough*, 2016 ME 136, ¶ 14, 147 A.3d 842 (quoting *Ram's Head Partners, LLC v. Town of Cape Elizabeth*, 2003 ME 131, ¶ 9, 834 A.2d 916). To rebut the presumption, the taxpayer must "prov[e] that the assessed value of the property is manifestly wrong". *Id*. The taxpayer may demonstrate this in one of three ways: "(1) that the property was substantially overvalued and an injustice resulted from the overvaluation; (2) that there was unjust discrimination in the valuation of the property; or (3) that the assessment was fraudulent, dishonest, or illegal." *Id*. (quoting *Terfloth v. Town of Scarborough*, 2014 ME 57, ¶ 12, 90 A.3d 1131). This memorandum focuses on the first and second grounds – "overvaluation" and "unjust discrimination."

Overvaluation

The first ground for abatement is overvaluation. This arises out of the requirement in Article IX, section 8 of the Maine Constitution that "[a]ll taxes upon real and personal estate,

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www.perkinsthompson.com

assessed by authority of this State, shall be apportioned and assessed equally *according to the just value thereof*." Me. Const. art. IX, § 8 (emphasis added). To satisfy this constitutional requirement, a valuation must be both "fair (nondiscriminatory) and just (in line with the fair market value of the property)." *Yusem v. Town of Raymond*, 2001 ME 61, ¶ 13, 769 A.2d 865 (internal quotation marks omitted).

For a taxpayer to prevail on an overvaluation claim, the taxpayer must prove that the assessment was "manifestly wrong" by showing that "the property was substantially overvalued and an injustice resulted from the overvaluation." *Roque Island Gardner Homestead Corporation v. Town of Jonesport*, 2021 ME 21, ¶ 12, 248 A.3d 953 (quotation marks omitted) (hereinafter "*Roque II*"). To satisfy this initial burden, the taxpayer "must demonstrate that the judgment of the assessor was irrational or unreasonable in light of the circumstances", *id*., and must present "credible, affirmative evidence of just value", *Town of Southwest Harbor v. Harwood*, 2000 ME 213, ¶ 9, 763 A.2d 115. "Impeachment of the assessor's methodology alone is insufficient to meet that burden." *Roque II*, 2021 ME 21, ¶ 12, 248 A.3d 953 (quotation marks omitted). Once the taxpayer has satisfied its burden, the assessor "must engage in an independent determination of fair market value based on a consideration of all relevant evidence of just value." *Id*. ¶ 22 (quotation marks omitted).[1]

[1] "Assessors in determining just value are to define this term in a manner that recognizes only that value arising from presently possible land use alternatives to which the particular parcel of land being valued may be put." 36 M.R.S. § 701-A. To determine "just value", "assessors must consider all relevant factors, including without limitation the effect upon value of any enforceable restrictions to which the use of the land may be subjected including the effect on value of designation of land as significant wildlife habitat . . . , current use, physical depreciation, sales in the secondary market, functional obsolescence and economic obsolescence.". *Id*. However, "the statutory mandate that certain factors be considered does not equate to a mandate that each factor be applied to each property." *Yusem v. Town of Raymond*, 2001 Me 61, ¶ 11, 769 A.2d 865. "Market value" is defined as "the price a willing buyer would pay a willing seller at a fair public sale." *Angell Family 2012 Prouts Neck Trust v. Town of Scarborough*, 2016 ME 152, ¶ 29, 149 A.3d 271 (quotation marks omitted).

Two parties are competent to offer evidence of fair market value for a property – a certified real estate appraiser[2] and the property owner[3]; however, the property owner's own opinion of value may not be credible. *See City of Waterville v. Waterville Homes, Inc.*, 665 A.2d 365, 366 (Me. 1995) (finding that a taxpayer's unsupported opinion of the value of the property, based on a purchase price from a transaction that was not at arms-length, is insufficient evidence to satisfy the taxpayer's burden). Additionally, Maine law provides a defense of the assessment if "it is accurate within reasonable limits of practicality," meaning within 10% of the assessment ratio used within the municipality or the primary assessing area. 36 M.R.S. § 848-A.

An example of overvaluation is an assessor automatically applying a 200% multiplier to the value of buildings on an island without any indication that application of the multiplier resulted in accurate valuations. *Roque II,* 2021 ME 21, ¶ 18, 248 A.3d 953. The taxpayer in that case presented credible, affirmative evidence that, while construction costs on the island were greater than on the mainland, the difference was not so significant as to merit a 200% automatic multiplier. *Id*. ¶ 19.

In summary, a claim of overvaluation requires a showing that the property's assessed value is "manifestly wrong" as compared with the just value of the property and supported by credible evidence of that value, and this overvaluation resulted in an injustice to the taxpayer.

Unjust Discrimination

The second ground for an abatement is unjust discrimination. As with overvaluation, the foundation of the claim for unjust discrimination comes from the Maine Constitution, which requires that (1) "each property is assessed at 'just value,' which is equivalent to '[fair] market

[2] *Williams v. Ubaldo*, 670 A.2d 913, 917 (Me. 1996).
[3] *Garland v. Roy*, 2009 ME 86, ¶ 21, 976 A.2d 940.

value'"[4] and (2) "the tax burden is 'apportioned and assessed equally' in order to prevent unjust discrimination between or among taxpayers." *Petrin v. Town of Scarborough*, 2016 ME 136, ¶ 15, 147 A.3d 842.

Unjust discrimination occurs where two similarly situated properties do not receive roughly equal tax treatment "and is typically demonstrated through evidence of a practice that amounts to intentional underassessment or overassessment of one set of like properties." *Roque Island Gardner Homestead Corp. v. Town of Jonesport*, 2017 ME 152, ¶ 15, 167 A.3d 564 (internal quotations omitted) (hereinafter "*Roque I*"). Municipalities may "create various classes of property and impose different tax burdens on those respective classes" provided that such classes and burdens are reasonable. *Petrin*, 2016 ME 136, ¶ 24, 147 A.3d 842; *see also Town of Bristol Taxpayers' Ass'n,* 2008 ME 159, ¶ 12, 957 A.2d 977 ("[B]ecause there is no dispute that parcels in the Town were assessed consistently with other parcels in the same class, the Taxpayers have failed to make out a basic claim of unjust discrimination."). These classes must be based on either the character of the properties or on policy. *Petrin*, 2016 ME 136, ¶ 24, 147 A.3d 842.

To succeed on an unjust discrimination claim, the taxpayer bears the burden of proving that the "assessor's system necessarily results in unequal apportionment." *Petrin*, 2016 ME 136, ¶ 16, 147 A.3d 842 (internal quotation marks omitted). The taxpayer "may present evidence that parcels owned by other taxpayers are assessed at drastically lower valuations; that there are no distinctions between the two sets of properties that justify the disparity; and that any rationale offered by the Town for the lower valuations is unfounded or arbitrary." *Roque I*, 2017 ME 152,

[4] Unjust discrimination will only be found where the *total* assessed value, representing the fair market value, is inconsistent with similarly situated properties. *Roberts v. Town of Southwest Harbor*, 2004 ME 132, ¶¶ 3-4, 861 A.2d 617.

¶ 14, 167 A.3d 564 (quotations omitted).[5] Unjustly discriminatory valuation methods may be intentional and systematic, but they may also be found in a pattern of arbitrary reductions or increases. *See Ram's Head Partners, LLC v. Town of Cape Elizabeth*, 2003 ME 131, ¶ 13, 834 A.2d 916; *see also City of Biddeford v. Adams*, 1999 ME 49, 727 A.2d 346 (holding that a 12.5% reduction in the valuations of properties in one neighborhood was unjust discrimination when the reduction was based on the assessor's "gut feeling").

Summary

To qualify for an abatement, the taxpayer must be able to demonstrate that the assessed value of the property is manifestly wrong on one of three bases: overvaluation, unjust discrimination, or illegality. Through case law, the courts have developed clear tests for each claim. Where overvaluation analysis centers on whether the individual property was assessed at just value, the inquiry in unjust discrimination claims centers on whether the tax burden was imposed in a proportionate and equal manner among and between classes of properties. Under both tests, the municipality enjoys the presumption that its assessment is valid and the taxpayer bears the burden of rebutting that presumption. The court will not find overvaluation or unjust discrimination without an affirmative evidentiary showing by the taxpayer.

[5] For example, the Town of Scarborough's valuation methodology was held unjustly discriminatory because "the assessor intentionally and systematically discount[ed] the assessed value of abutting lots in common ownership for the sole reason that there is a common boundary between the two." *Petrin*, 2016 ME 136, ¶ 26, 147 A.3d 842.

FEDEQ DV004, LLC
FEDEQ DV005, LLC
PO Box 191887
Miami Beach, FL 33119

April 27, 2021

City of Portland
Board of Assessment Review
389 Congress Street
Portland, Maine 04101

RE: *Assessment Appeal; Midtown Properties*

Dear Ms. English:

Thank you for your time on the phone, and corresponding email, April 26, 2021 regarding the above subject matter. In accordance with our discussion, I am enclosing an appeal to the Board of Assessment Review together with a copy of the original application for abatement as well as the City's February 26, 2021 decision to deny the same.

As a courtesy, I am also copying Russell Pierce, the City's outside counsel in tangentially related litigation now pending in Maine District Court (Case No. 2:19-CV-00382-JHR).

Thank you as always for your time and attention.

Sincerely,

Patrick Venne

CC: Danielle West-Chuhta, Esq., Corporation Counsel
Russell B. Pierce, Esq.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV004, LLC

2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119

3. Telephone number: 305-699-4165

4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038

5. Location of property: Somerset Street, 55-65 (59 Somerset Street)

   Chart, Block, Lot Number: 25-B-3 Account Number 92440

6. Assessed value of real estate: $528,500.00

7. Assessed value of personal property: $ N/A

8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021

9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC

2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119

3. Telephone number: 305-699-4165

4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038

5. Location of property: Elm Street

   Chart, Block, Lot Number: 034-D-010-001 Account Number 11270

6. Assessed value of real estate: $227,900

7. Assessed value of personal property: $ N/A

8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021

9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year- whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC
2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119
3. Telephone number: 305-699-4165
4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038
5. Location of property: Somerset Street, 71-99, Chestnut Street, 122-132 (75 Somerset Street)

   Chart, Block, Lot Number: 025-A-022-001 Account Number 11270
6. Assessed value of real estate: $727,500
7. Assessed value of personal property: $ N/A
8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021
9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be <u>signed</u>.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC

2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119

3. Telephone number: 305-699-4165

4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038

5. Location of property: Somerset Street, 23-31 (25 Somerset Street)

   Chart, Block, Lot Number: 025-B-002-001 Account Number 11270

6. Assessed value of real estate: $241,300

7. Assessed value of personal property: $ N/A

8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021

9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

EXHIBIT "A"

REASONS FOR REQUESTING ABATEMENT

Introduction

FEDEQ DV004, LLC and FEDEQ DV005, LLC ("Federated") own four contiguous parcels of real property in the City's Bayside neighborhood correlating to the following chart-block-lot designations: 25-B-3 (59 Somerset Street; 34-D-10 (Elm Street); 25-A-22 (75 Somerset Street); and 25-B-002 (25 Somerset Street) (collectively, the "Property").

Federated timely filed a request for abatement ("Abatement Request") on or about January 13, 2021. That request, which is hereby incorporated by reference[1], was denied on February 26, 2021. The City did not provide a basis for its denial or substantive response to the Abatement Request of any kind. Federated now timely brings this appeal to the Board of Assessment Review.

The following rationale for abatement applies equally to all lots comprising the Property.

Background

The Property is the site of a planned development project known as "Midtown", which is the subject of a public-private partnership between the City and Federated. Federated purchased the Property from the City in June 2016 in anticipation of developing Midtown, approximately one year after receiving approval from the Portland Planning Board in March 2015. Federated's purchase and sale agreement for the City as originally entered in 2011 contemplated a sale price reflective of a contribution from the City toward Midtown of more than $9 million. At closing, a component of the partnership agreement between Federated and the City was recorded on title to one of the Property's parcels (59 Somerset Street). That recording evidenced both the right to funding from the City outlined above, and certain obligations associated therewith.

Midtown never received a building permit from the City, and its Planning Board approvals expired in March 2018. In August 2019 Federated filed suit against the City alleging various causes of action arising in connection with the partnership referenced above, and shortly thereafter the City filed a counterclaim. The City has ceased funding Midtown under the recorded partnership agreement, and as part of its counterclaim now seeks to reacquire certain real estate from Federated. The counterclaim does not specifically identify which Midtown parcel the City seeks to reacquire.

The City has previously taken the position with Federated, in writing, that it will not entertain land use applications filed by Federated absent demonstration of the requisite right, title or interest to support standing for same. The City is now expressly challenging Federated's right,

[1] Reference to the Property being assessed far "below" market value, included within the first sentence of the first paragraph of Exhibit A to the Abatement Request, is a scrivener's error and should in fact have said far "above" market value. This typographical error is not incorporated herein, and is instead hereby corrected for the record.

title and interest to an unspecified parcel or parcels comprising the Property in Maine District Court.

Rationale for Abatement

In order to productively use its Property for anything other than open space, Federated requires development entitlements from the City. No development entitlements presently exist for the Property. In order to obtain development entitlements, Federated must file an application with the City for regulatory review and approval. The City's position is that it will not review such an application unless it assures itself of Federated's right, title and interest in and to the Property as applicant. Therefore, the City's pending counterclaim, which directly and universally challenges Federated's right, title and interest in and to the Property necessarily means the City will not entertain any land use application by Federated and, consequently, the Property may not be used in any productive sense.

In addition, the City's counterclaim, as well as the recorded subdivision for Midtown, and the recorded partnership agreement encumbering the Property, coupled with the lack of any active permits or of any ability to reactivate permits, renders the Property entirely unmarketable. Federated believes that, at best, this renders the Property comparable to lands conserved for open space and, more likely, it results in a depletion of all value associated with the Property.

Irrationality and Unreasonableness Resulting in Injustice

The foregoing facts renders the City's assessment manifestly wrong. It simply cannot be the case that the Property's value remains the same today, after the City's institution of a counterclaim directly challenging Federated's right, title and interest therein, as it was before such challenge existed. The City itself has acknowledged this indirectly by confirming without assurance as to such right, title or interest it will not consider applications for land use entitlements and, thus, will not permit the productive use of the Property. It must be the case that the City either (i) acknowledges Federated's right, title and interest in the Property, which directly conflicts with its counterclaim, or (ii) does not, which directly conflicts with the present assessed values for the Property. For the City to take the position that it can simultaneously challenge Federated's right, title and interest in the Property while holding assessed values which predate that challenge is irrational and unreasonable, because the bases for each position are irreconcilable. Such irrationality and unreasonableness results in injustice to Federated, which has timely paid tens of thousands of dollars in real estate taxes since acquiring the Property in 2016, because under Maine law those taxes are paid in consideration of its ability to actually *use* the site, which it presently cannot.

Unjust Discrimination

Finally, it is patently unjust for the City acting in its capacity as assessing authority to turn a blind eye to the effects of its actions in the capacity as a litigant concerning the Property – particularly when it has previously acknowledged those effects in writing, as indicated in the Abatement Request. Federated's position is that the City has refused to grant an abatement for the Property because it is actively engaged in a lawsuit with Federated concerning exactly that

Property and is unwilling to accept the natural consequences on valuation resulting therefrom. Federated's role as a party adverse to the City in pending litigation places it in a category separate and distinct from other applicants for abatement. And, given that such role naturally biases the City against Federated, it is logical to conclude that the Abatement Request has received different consideration than have or would other applicants whose property is unable to be developed or used in any meaningful way. As stated above, Federated acquired the Property from the City itself, and the consideration it paid therefor was directly tied to anticipated receipt of significant funding from the City. Such funding was an integral component of Federated's acquisition cost, and an inducement to purchase the Property. The City has now discontinued such funding, which has left Federated in possession of real property it can neither use for the purpose intended at closing, or – because of the counterclaim – in any other manner. Nevertheless, Federated has faithfully paid taxes to the City for half a decade. These circumstances do not arise from unbiased decision making, and when viewed in their totality are manifestly unfair.

Conclusion

Federated voluntarily acquired the Property early and on the false promise of being able to develop it for productive uses. The same party which sold it the Property has now denied such uses and simultaneously seeks to tax it for such ownership. These circumstances are irrational, indefensible and unjust. The Property's assessed value should accordingly be abated as requested.

CITY OF PORTLAND
Assessor's Office
Christopher A. Huff, CMA

February 26, 2021

FEDEQ DV004LLC, ET AL
PO BOX 191887
MIAMI BEACH, FL 33119

RE: ABATEMENT APPLICATION
CBL & ADDRESS OR PROPERTY ID: 025-B-003-001, 025-A-022-001, 025-B-002-001, 034-D-010-001

Dear Sir/Madam:

We have reviewed your submitted Application for Abatement of Property Taxes for the above referenced parcel(s). It is our opinion that no adjustment to the assessed value is warranted at this time.

Please note that under Maine law the burden of proof rests upon the taxpayer to provide evidence or documentation that the property is valued in excess of its just value. Just value as ruled by Maine case law is synonymous with fair market value. Title 36 M.R.S.A. § 848A states: "In any proceedings relating to a protested assessment, it is sufficient defense of the assessment that it is accurate within reasonable limits of practicality, except when a proven deviation of 10% or more from the relevant assessment ratio of the municipality or primary assessing area exists."

You have the right to appeal this decision within 60 days of the date of this notice to:

Board of Assessment Review
389 Congress Street, Room 211
Portland, Maine 04101
Telephone number 207-874-8480.

If you require additional property tax information please contact the City Assessor's office at telephone number: 207-874-8486.

Sincerely,

Christopher a Huff

Christopher A Huff
Tax Assessor

CAH/BS

RECEIVED

APPLICATION FOR ABATEMENT OF PROPERTY TAXES

UNDER TITLE 36 SECTION 841 MRSA

JAN 13 2021

DEPT OF ASSESSOR
CITY OF PORTLAND ME

Name(s) of Applicant(s) FEDEQ DV004, LLC ("DV004") & FEDEQ DV005, LLC ("DV005")

Address of Applicant(s) P.O. Box 191887 Miami Beach, FL 33119

Daytime Telephone # 207-274-1298

Property Identification (Chart, Block, Lot and/or Tax ID #) 025 B003001 ("Garage") 025 A022001; 025 B002001; & 034 D010001 (four lots total; all but the Garage--owned by DV004--are owned by DV005)

Tax Year for which Abatement is Requested FY 21

Assessed Value of Real Estate $528,500 (025 B003001); $727,500 $ (025 A022001); $241,300 (025 B002001); & $227,900 (034 D010001)

Abatement Requested in Real Estate Value Lower to $2/psf

Assessed Value of Personal Property (if applicable) N/A

Abatement Requested in Personal Property Value (if applicable) N/A

Reason(s) for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes) Please see attached 'Exhibit A'.

RECEIVED

JAN 13 2021

DEPT OF ASSESSOR
CITY OF PORTLAND ME

Please attach a separate sheet as needed.

Maine 211
Get Connected. Get Answers.
United Ways of Maine

To the Tax Assessor, City of Portland, Maine
In accordance with provisions of Title 36 Section 841 MRSA, I hereb for abatement of property taxes as noted above. The above statements : knowledge and belief.

01/13/2021
Date

Signature of Applica

DENIED

THIS APPLICATION MUST BE SIGNED.

SEPARATE APPLICATION SHOULD BE FILED FOR EACH SEPAI PARCEL OF REAL ESTATE CLAIMED TO BE OVERVALUED.

*NOTE: the above parcels are part of a contiguous strip of real property and common development proposal known as 'MiDTOWN'. Because of this, an an email from City Assessor Christopher Huff dated December 8, 2021, the : lot have been aggregated onto one application form.

APPLICATION FOR ABATEMENT OF PROPERTY TAXES

UNDER TITLE 36 SECTION 841 MRSA

Name(s) of Applicant(s) FEDEQ DV004, LLC ("DV004") & FEDEQ DV005, LLC ("DV005")

Address of Applicant(s) P.O. Box 191887 Miami Beach, FL 33119

Daytime Telephone # 207-274-1298

Property Identification (Chart, Block, Lot and/or Tax ID #) 025 B003001 ("Garage") 025 A022001; 025 B002001; & 034 D010001 (four lots total; all but the Garage--owned by DV004--are owned by DV005)

Tax Year for which Abatement is Requested FY 21

Assessed Value of Real Estate $528,500 (025 B003001); $727,500 $ (025 A022001); $241,300 (025 B002001); & $227,900 (034 D010001)

Abatement Requested in Real Estate Value Lower to $2/psf

Assessed Value of Personal Property (if applicable) N/A

Abatement Requested in Personal Property Value (if applicable) N/A

Reason(s) for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes) Please see attached 'Exhibit A'.

Please attach a separate sheet as needed.

To the Tax Assessor, City of Portland, Maine

In accordance with provisions of Title 36 Section 841 MRSA, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

01/13/2021
Date

Signature of Applicant

THIS APPLICATION MUST BE SIGNED.

SEPARATE APPLICATION SHOULD BE FILED FOR EACH SEPARATELY ASSESSED PARCEL OF REAL ESTATE CLAIMED TO BE OVERVALUED.

*NOTE: the above parcels are part of a contiguous strip of real property and are associated with a common development proposal known as 'MiDTOWN'. Because of this, and in accordance with an email from City Assessor Christopher Huff dated December 8, 2017, the applications for each lot have been aggregated onto one application form.

<u>Exhibit A</u>
To MiDTOWN Tax Abatement Request
City of Portland, ME
FY 2021

I. <u>Introduction</u>.

For the reasons set forth below, the assessed values of the property subject to this protest are inaccurate, indefensible, far below fair market value, and deviate by greater than 10% from the City of Portland's assessment ratio. In light of pending litigation in which the City has not only threatened but commenced proceedings to take an integral component of this property back from the owners thereof, without which the remainder of the property—which is burdened by outdated City encumbrances tied to an expired planning permit which render the site unusable except pursuant to City discretion, which the City has demonstrated an unwillingness or inability to grant—the subject property is essentially worthless.

In-place zoning restrictions prohibit less intensive uses (e.g., surface parking), rendering the functionality and utility of this property absent City development approvals non-existent. Moreover, the City has been unable to curb loitering and trespassing, but simultaneously refuses to permit the owners to fence in their property in order to protect it from the effects of same (due to the aforementioned encumbrances), leading to costly obligations to rectify code enforcement issues with positively no corresponding benefit to the owners.

Due to the foregoing unique circumstances, the owners can neither use their property for its highest and best use, nor convey their property to an arm's length purchaser. The property is, in effect, rendered as de facto open space, rather than realty which can be used to its highest and best use like other proximately located parcels. Accordingly, the adjustments requested herein should be granted without delay.

II. <u>Background</u>.

The parcels referred to herein ("Property") were purchased from the City as part of a public-private partnership (the "Partnership") and are part of a common subdivision associated with the planned development project known as 'MiDTOWN' in Portland's Bayside neighborhood. The current owners purchased the Property in anticipation of development approvals which never materialized, and in anticipation of continued ownership which is now under threat by the City.

MiDTOWN was a mixed-use proposal consisting of plans for housing, structured parking, retail and limited open space. It was first proposed in 2012, received initial approval in 2013, and was subject to a legal appeal in 2014 which resulted in a major reduction in planned construction. The project thereafter received conditional entitlements to build a smaller project from the Portland Planning Board in March 2015, but to date no development has occurred on the site.

As of March of 2018, the conditional approval from the Portland Planning Board pertaining to the subject parcels expired. Following that expiration, moreover, the claimed that FEDEQ was in default of the agreements pertinent to the Partnership, and threatened to take possession of (reacquire) pertinent real property previously conveyed to FEDEQ as a result. That correspondence, written by the City's outside counsel, Leah Rachin, is excerpted in pertinent part below.

Conclusion

For the foregoing reasons, FEDEQ and Legacy are in default of their obligations under the Somerset Street Agreement and the Garage Agreement. Please be advised that the City intends to pursue all available legal remedies for the defaults of FEDEQ, Legacy, and their successors and assigns, including, without limitation, its right to exercise the option to repurchase and/or compel reconveyance of the property, as set forth in ¶ 9 of the Garage Agreement.

Sincerely,

Leah B. Rachin

cc: Jon Jennings, City Manager

The foregoing constitutes a cloud on title which would detract any would-be buyer of the Property (and thus drastically deflates the Property's "market" value by tremendously increasing the risk associated with any market participant's decision making.

In addition, on October 29, 2019 the City followed through with its threat by filing suit against FEDEQ in the U.S. District Court for the District of Maine, alleging various breaches of the Partnership agreements, through which it has been and actively is seeking to take a significant portion of the Property away from FEDEQ. An excerpt of that suit is pasted below in pertinent part.

> WHEREFORE, the City requests a judgment in its favor as well as a declaration and order from the Court that: one, Federated is in breach of the Garage Agreement, as amended; two, the City is relieved of any obligations under the Garage Agreement, as amended; three, that Federated is ordered to convey the property referenced in the Garage Agreement, as amended, to the City free and clear of any mortgages, liens, leases, or other encumbrances, after the City makes the payment required by the terms of the Garage Agreement, as amended, less any funds distributed to Federated (or its assignors or designees) by the City under the Garage Agreement; that Federated is liable to the City for its attorney's fees in this matter; and such other relief as the Court deems just and proper.

The subject parcels remain undeveloped today, and are not the subject of any pending development approval or proposal.

Importantly, the City is seeking to invalidate the above-referenced "Garage Agreement", precluding FEDEQ from receiving the benefits thereof, while still obligating FEDEQ and any would-be purchaser of the Property by its terms, which are recorded on title. In short, the City has stopped performing under its contract with FEDEQ, yet continues to burden the Property by FEDEQ's obligations under such contract by virtue of its recordation and status as an encumbrance which runs with the land (i.e., one which any would-be purchaser would suffer from without receipt of any sort of corresponding benefit). This scenario is inherently unfair, unjust, and underlies what essentially amounts to a blacklisting of the Property when it comes to marketability. Simply put, any prospective purchaser would pay far less for the Property under threat of a taking by the City and material City encumbrances now devoid of counterbalancing benefit than they would for an unencumbered site free from such unreasonable factors. The Property cannot be compared to other parcels free from such impediments to marketability.

III. <u>Standard of Review</u>.

IV. <u>Legal Standard</u>.

Article IX, § 8 of the Maine Constitution mandates that all taxes assessed upon real property must be founded upon the "just value" of said property. Title 36 of the Maine Revised Statutes, and more specifically § 701-A thereof, is instructive in terms of how "just value" must legally be determined for assessment purposes. That statute is clear that just value can be determined *only* on the basis of "<u>presently</u> possible land use alternatives". Further, in determining just value, assessors are obligated to consider *all* relevant factors – <u>including the effect upon value of any enforceable restrictions to which the use of subject land may be subjected</u>. Such restrictions include subdivision restrictions and any recorded contractual provisions limiting the use of land.

Finally, "(a)ny conscious failure to exercise a fair and impartial judgment, or a conscious resort to arbitrary methods, different from those employed in assessing other property of like character and situation, thereby resulting in imposing an unequal burden on property having the same just value will invalidate the assessment." Farrelly v. Inhabitants of Town of Deer Isle, 407 A.2d 302 (Me. 1979)

FEDEQ will demonstrate in the following pages that the City's assessment of the Property ("Assessment") is manifestly wrong because it is irrational and so unreasonable in light of the circumstances that the Property is substantially overvalued when compared to similarly situated parcels.

FEDEQ will further indicate by credible evidence that in addition to impeaching the existing assessments, the requested alternate assessed valuation is warranted.

V. <u>Market Value & Development Potential</u>.

As is plain to see from the excerpt of the City's lawsuit against <u>both</u> entities comprising FEDEQ, copied above, the City has rendered title to the relevant parcels unmarketable and its value virtually worthless. The City's lawsuit against FEDEQ, as presently phrased, requests conveyance of "the property referenced in the Garage Agreement", but the City never explains what that property actually is. It could be any one of the parcels owned by FEDEQ. And the "Garage Agreement" adds little by way of clarity, as it specifies the remedy the City attempts to exercise in its suit applies to either Lot 6 in the aforementioned subdivision, or any other lot upon which FEDEQ is approved to build a garage. Accordingly, it is impossible to determine which lot the City is attempting to take from FEDEQ through its suit, and the fact that it has filed this suit against both FEDEQ DV004, LLC <u>and</u> FEDEQ DV005, LLC translates into uncertain states of title for both entities with regard to all parcels relevant to this appeal.

Further, while zoning permits development in the zone where the relevant parcels are located, it is a condition precedent to any application for development rights that an applicant demonstrate sufficient right, title or interest to have the standing needed to seek land use entitlements.

In fact, on May 27, 2015, the City advised FEDEQ that "**Demonstrating sufficient right, title and interest to develop land as proposed is a threshold requirement for any application and. . . .we'll need to resolve that question. . . .before any [development] application can be considered**".

FEDEQ does not hereby dispute the legal conclusion articulated above, but rather emphasizes it to indicate that the City's suit purports to call FEDEQ's standing into question (by very directly threatening its "right, title and interest" in the Property). This is not a hypothetical concern the effects of which are limited to potential third party purchaser risk analyses; the party questioning FEDEQ's standing (the City) is also the subject assessing authority, and has furthermore taken a very direct, unambiguous stance on the effects of questionable standing (i.e., without rock solid standing, FEDEQ may not apply for any development approvals whatsoever). In short, the City's suit not only dramatically limits market interest, but unquestionably precludes, by its own admission, any use of the Property beyond open space. This has been and will continue to be the case for so long as the City's threats to take the Property from FEDEQ, as now embodied in the referenced lawsuit, remain pending. FEDEQ cannot reasonably be expected to remit taxes on fair market value without taking these factors into consideration. It would be patently unfair to suggest otherwise.

VI. Open Space

Under Maine law, specifically Title 36 M.R.S.A. § 1102, "open space land" means any land the restriction of the use of which provides a public benefit in enhancing public recreation opportunities.

According to the Amended Subdivision Recording Plat for MiDTOWN Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013, as revised through, and approved by the City of Portland Planning Board, on May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, recorded at the Cumberland County Registry of Deeds, Plan Book 216, Page 217 (the "Subdivision Plat"), pursuant to which the City conveyed the Property to FEDEQ, the Property is subject to no fewer than four (4) open space easements benefiting the public, many of which connect directly to the City's popular Bayside Trail recreational path.

As such, use of the Property is presently restricted in a manner providing a direct public benefit for recreational uses and the public at large. This conclusion directly aligns with the City's position disallowing FEDEQ to erect a fence around the

Property which would interfere with same. Coupled with FEDEQ's inability to develop *any* of the Property in consideration of which such easements were granted, this state of affairs renders the Property equivalent to open space land under Maine law. While it is not FEDEQ's present desire to convert the Property to conserved open space in perpetuity, until the factors rendering it open space land in a de facto sense, as outlined above, are resolved, the Property should be taxed as such, as its fair market value is analogous to conserved open spaces with no development potential.

VII. <u>Land Bank Comparables</u>

In light of the complete undevelopable state the City's lawsuit has left FEDEQ's Property, the only properties comparable are those falling within the City's Land Bank. And of those properties located proximately to the FEDEQ Property fitting that description, the highest per square foot rates of assessment is $2.00.

92 Anderson Street.

This property comprises a public playground in East Bayside, which is in virtually the same location as the FEDEQ parcels – low lying former industrial land within the Bayside neighborhood. This site is 3.92 acres, and is assessed at $341,500, which translates to approximately $2.00/sf.

29 Stone Street

Like FEDEQ's Property and 92 Anderson, this property is also located in Portland's Bayside neighborhood, albeit closer to Downtown and at a higher elevation. However, it too is assessed at $2.00/sf.

350 Congress Street

This property is commonly referred to as Lincoln Park, and it is located in an arguably far superior location to the FEDEQ parcels, in the heart of Downtown and adjacent to major governmental institutions and other development. However, it is assessed at even less than the two foregoing Land Bank properties – at $1.66/sf for the land alone.

As is plain to see, FEDEQ's Property valuation exceeds by a considerable amount the average of the above listed comparable properties, and such valuation is therefore grossly inflated and indefensible.

VIII. <u>Requested Adjustments</u>

In light of the fact that the City's lawsuit has rendered the FEDEQ parcels unusable and unmarketable, those parcels can only rightly be compared to other parcels which have virtually total development restrictions imposed upon them (albeit for different reasons)—i.e., City Land Bank parcels, the highest of which are $2.00/sf in terms of proximately located parcels. Even though the Property's status as comparable to open space land is not the product of FEDEQ's request or application, that fact remains that the FEDEQ Property can only rightly be compared to conserved open space land.

FEDEQ requests the following value adjustments for the four parcels related hereto:

034-D-010-001: 0.46 ac = 20,037.6 sf x $2/sf = $40,075.20 (requested new valuation).

025-A-022-001: 1.46 ac = 63,597.6 sf x $2/sf = $127,195.20 (requested new valuation);

025-B-003-001: 1.04 ac = 45,302.4 sf x $2/sf = $90,604.80 (requested new valuation); and

025-B-002-001: 0.49 ac = 21,344.4 sf x $2/sf = $42,688.80 (requested new valuation)

IX. Summary & Conclusion.

The Property's value can only legally be determined on the basis of presently possible land use alternatives. The City is on record indicating that so long as questions persist concerning FEDEQ's right, title or interest in the Property, it is unable to process any land use applications – rendering all land uses other than open space *presently* impossible for so long as the City's suit against FEDEQ, in which it is attempting to take possession of the Property, remains pending.

Further, Maine law requires assessors to take into consideration when valuing property factors including enforceable restrictions on such property, the terms of recorded agreements limiting use of the land, and subdivision obligations. The subject Property is burdened by a recorded garage agreement appended to the deeds delivered to FEDEQ by the City in 2016, which limits the use of the Property in very direct ways, and—according to the City itself—allows the City to take possession of the Property from FEDEQ, as it is presently attempting to do. Moreover, the recorded Subdivision Plat contains numerous open space easements benefiting the public which the City, as beneficiary thereof, has argued prevent FEDEQ from enclosing and protecting its Property from vagrants – leading to costly maintenance efforts on FEDEQ's behalf.

At the time FEDEQ closed on its Property, the aforementioned garage agreement, recorded on title, both benefited and burdened FEDEQ. Since the City discontinued funding its partnership obligations under such agreement in September 2017, however, the recorded agreement now only burdens FEDEQ with no corresponding or offsetting benefit. The same is true for the recorded Subdivision Plat, which may have previously benefited FEDEQ but is now associated with expired permits and entirely useless to FEDEQ or the Property—although it continues to dramatically impact the Property's potential uses through its many encumbrances.

To not take such factors into account, or the City's dual role as assessing authority and adverse litigant, would represent a conscious failure to exercise fair and impartial judgment in the valuation of FEDEQ's Property, in direct conflict with the requirements of Maine law. To value FEDEQ's Property differently than other parcels with no development potential (i.e., City Land Bank parcels) is unjust.

Absent a reasonable adjustment in present valuations, FEDEQ intends to promptly appeal the City's decision through Portland's value adjustment board and, if necessary, thereafter through the Maine State court system. I would be happy to answer any questions regarding this matter as you review the request made herein; for that purpose, please feel free to contact me below at your convenience.

Sincerely,

Patrick Venne
207-274-1298

Exhibit 1

92 Anderson St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	023 B001001
Land Use Type	LAND BANK
Verify legal use with Inspections Division	
Property Location	92 ANDERSON ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	23-B-1 ANDERSON ST 92-100 FOX ST 70-122 170765 SF
Rental Registration	Check Here
Acres	3.9202

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2020** CITY OF PORTLAND
LAND VALUE	$341,500.00	
BUILIDING VALUE	$0.00	389 CONGRESS ST
PORTLAND, CITY OF	($341,500.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

New Search!

STAY CONNECTED

Select Language ▼

Exhibit 2

29 Stone St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	026 H001001
Land Use Type	LAND BANK
Verify legal use with Inspections Division	
Property Location	29 STONE ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	8324/94
Legal Description	26-H-1-2-8 MYRTLE ST 64 OXFORD ST STONE ST 29 9486 SF
Rental Registration	Check Here
Acres	0.2178

Current Assessed Valuation:

TAX ACCT NO.	10005
LAND VALUE	$19,000.00
BUILIDING VALUE	$0.00
PORTLAND, CITY OF	($19,000.00)
NET TAXABLE - REAL ESTATE	$0.00
TAX AMOUNT	$0.00

OWNER OF RECORD AS OF APRIL 2020
CITY OF PORTLAND

389 CONGRESS ST
PORTLAND ME 04101

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

Sales Information:

Sale Date	Type	Price	Book/Page
6/8/1988	LAND + BUILDING	$0.00	8324/94

New Search!

STAY CONNECTED

Select Language ▼

Exhibit 3

350 Congress St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	028 B001001
Land Use Type	LAND BANK
Verify legal use with Inspections Division	
Property Location	350 CONGRESS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	28-B-1 CONGRESS ST 350-356 FEDERAL ST WEST 113-147 PEARL ST 107-119 79104 SF
Rental Registration	Check Here
Acres	1.816

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2020** CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
LAND VALUE	$130,900.00	
BUILIDING VALUE	$157,550.00	
PORTLAND, CITY OF	($288,450.00)	
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

Outbuildings/Yard Improvements:

	Building 1
Year Built	1900
Structure	FENCE WROUGHT IRON
Size	1X7194
Units	1

STAY CONNECTED

Select Language ▼

CITY OF PORTLAND
Assessor's Office
Christopher A. Huff, CMA

DATE: June 11, 2021
TO: City of Portland Board of Assessment Review
FROM: Christopher Huff, City Tax Assessor
RE: FY21 Abatement Appeal; FEDEQ DV004 & FEDEQ DV005 Parcels
Parcel ID's: 025 A022001; 025 B002001; 025 B003001; 034 D010001 (the "Property")

TIMELINE

6/17/2016 Parcels were purchased by the property owners ("FEDEQ") from the City of Portland
025 B003001 – purchased by FEDEQ DV004, LLC for $615,000
025 A022001, 025 B002001 & 034 D010001 – purchased by FEDEQ DV005, LLC for $1,687,000

12/18/2017 Property owner submits Application for Abatement appealing FY18 assessed values of parcels.

1/29/2018 Assessor's review completed; letters mailed reducing the assessed values as follows:
025 B003001; 46,360 sq. ft. or 1.0643 acres of vacant land - $697,300 to $528,500
025 A022001; 63,811 sq. ft. or 1.4649 acres of vacant land - $948,600 to $727,500
025 B002001; 21,163 sq. ft. or .4858 acres of vacant land - $334,500 to $241,300
034 D010001; 19,992 sq. ft. or .459 acres of vacant land - $317,600 to $227,900

3/20/2018 Mortgage documents were recorded against the parcels: FEDEQ DV004: $11,535,000;
FEDEQ DV005: $18,300,000

3/30/2018 FEDEQ appeals to Board of Assessment Review requesting additional reduction in values for all 4 parcels. Appeals were withdrawn prior to scheduled hearing.

1/21/2020 FEDEQ submits Application for Abatement appealing FY20 assessed values of parcels.

3/6/2020 Assessor's review completed. Letters mailed denying abatement for all parcels.

1/13/2021 FEDEQ submits Application for Abatement appealing FY21 assessed values of parcels.

2/26/2021 Assessor's review completed. Letters mailed denying abatement for all parcels.

4/26/2021 FEDEQ appeals Assessor's decision to Board of Property Tax Review.

6/14/2021 Board of Assessment Review hearing scheduled

389 Congress Street • Portland, Maine 04101 • 207-874-8486
assessors@portlandmaine.gov • www.portlandmaine.gov

LIST OF ATTACHMENTS

Taxpayer's Submissions:

- Application for Abatement of Property Taxes, submitted 1/13/2021 [EXHIBIT 1]
- Exhibit A document included with abatement application, submitted 1/13/2021 [EXHIBIT 2]
- Abatement application packet submission to the Board of Assessment Review, submitted 4/26/2021 [EXHIBIT 3]

Assessor's Exhibits:

- FY21 Property record cards for all 4 parcels [EXHIBITS 4-1 through 4-4]
- Notice of action letter denying FY21 abatement request [EXHIBIT 5]
- Aerial photo of the parcels [EXHIBIT 6]
- Recorded mortgage documents, recorded 3/20/2018 [EXHIBITS 7 and 8]
- Federated Midtown Subdivision plan, recorded 6/16/2016 [EXHIBITS 9]
- June 10, 2021 Email from Christine Grimando, City of Portland Planning and Urban Development Director [EXHIBIT 10]

ASSESSOR'S SUMMARY

- Article IX, §8 of the Maine Constitution provides that "All taxes upon real and personal estate, assessed by authority of this State, shall be apportioned and assessed equally according to the just value thereof." According to the Maine Supreme Judicial Court, "Just value means market value." *Terfloth v. Town of Scarborough,* 2014 ME 57, ¶ 11, 90 A.3d 1131; *Weekley v. Town of Scarborough*, 676 A.2d 932, 934 (Me. 1996)

- Assessments must be supported by two findings*: 1)* the property must be assessed at its fair market value*, and 2) t*he property must be assessed at a relatively uniform rate with comparable property in the district*. Terfloth v. Town of Scarborough*, 2014 ME 57, ¶ 11, 90 A.3d 1131.

- The City's Assessor's assessment of the Property is presumed to be valid. *Petrin v. Town of Scarborough*, 2016 ME 136, ¶ 14, 147 A.3d 842, 849. FEDEQ has the burden of proving to the Board of Assessment Review that "the assessed value of the property is 'manifestly wrong.'" In order to do so, FEDEQ must demonstrate "(1) that [the] property was substantially overvalued and an injustice resulted from the overvaluation; (2) that there was unjust discrimination in the valuation of the property; or (3) that the assessment was fraudulent, dishonest, or illegal." *Id.; City of Waterville v. Waterville Homes, 655 A.2d 365 (Me. 1995); Yusem v. Raymond, supra.; Weekley v. Town of Scarborough, 676 A.2d 932 (Me. 1996); Southwest Harbor v. Harwood, supra.; Northeast Empire Limited Partnership #2 v. Ashland, supra; Terfloth v. Town of Scarborough, 2014 ME 57, 90 A.3d 1131.*

- The Portland Assessor reduced the assessed value of the Property on January 29, 2018 (see the Timeline above) based on values of similar properties in the Bayside area. The assessed value of the Property per square foot is $11.40. That value is substantially less than the value of the most recent sale of commercial vacant land in Bayside, which was a 10,213 square foot City-owned parcel at 60 Parris Street, which the City sold on April 6, 2018 for $175,000, or $17.14 per square foot. At the time of that sale, the assessed value of the Parris Street property was $14.42 per square foot.

- The Assessor's valuation of the property demonstrates that it is assessed at its fair market value and that it was assessed at a relatively uniform rate with comparable property in the district. FEDEQ has not submitted any evidence to satisfy its burden to demonstrate that the assessment of the Property was substantially overvalued. In fact, FEDEQ's own submission (Exhibit A, Section 1) asserts the "assessed values of the property subject to this protest are inaccurate, indefensible, **far below market value**…".

- FEDEQ has also failed to meet its burden to demonstrate that the assessment of the Property was manifestly wrong based on unjust discrimination. The assessed value of the Property has remained unchanged since January 2018. FEDEQ's role as a party adverse to the City in the ongoing litigation between the parties had no impact on the Assessor's valuation of the Property. Further, FEDEQ's comparison of the Property to Land Bank parcels is wholly without merit. Development is prohibited on Land Bank parcels, and they are subject to numerous other restrictions set forth in Chapter 2 of the Portland City Code. The Property cannot be considered similarly situated to a Land Bank parcel simply because FEDEQ did not move forward with its planned development.

- For the reasons set forth in this memorandum and its attachments, the Assessor requests that the Board of Assessment Review conclude that the Property was assessed at its fair market value and at a relatively uniform rate with comparable properties, that FEDEQ has failed to meet its burden of proving that the property is substantially overvalued, that FEDEQ has failed to meet is burden that the assessment was based on unjust discrimination, or that the assessment was otherwise manifestly wrong.

ASSESSOR EXHIBIT 1: Federated Abatement Application 1-13-21

APPLICATION FOR ABATEMENT OF PROPERTY TAXES
UNDER TITLE 36 SECTION 841 MRSA

Name(s) of Applicant(s) FEDEQ DV004, LLC ("DV004") & FEDEQ DV005, LLC ("DV005")

Address of Applicant(s) P.O. Box 191887 Miami Beach, FL 33119

Daytime Telephone # 207-274-1298

Property Identification (Chart, Block, Lot and/or Tax ID #) 025 B003001 ("Garage") 025 A022001; 025 B002001; & 034 D010001 (four lots total; all but the Garage--owned by DV004--are owned by DV005)

Tax Year for which Abatement is Requested FY 21

Assessed Value of Real Estate $528,500 (025 B003001); $727,500 $ (025 A022001); $241,300 (025 B002001); & $227,900 (034 D010001)

Abatement Requested in Real Estate Value Lower to $2/psf

Assessed Value of Personal Property (if applicable) N/A

Abatement Requested in Personal Property Value (if applicable) N/A

Reason(s) for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes) Please see attached 'Exhibit A'.

Please attach a separate sheet as needed.

To the Tax Assessor, City of Portland, Maine
In accordance with provisions of Title 36 Section 841 MRSA, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

01/13/2021
Date

Signature of Applicant

THIS APPLICATION MUST BE SIGNED.

SEPARATE APPLICATION SHOULD BE FILED FOR EACH SEPARATELY ASSESSED PARCEL OF REAL ESTATE CLAIMED TO BE OVERVALUED.

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City of Portland, ME
FY 2021

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In-place zoning restrictions prohibit less intensive uses (e.g., surface parking), rendering the functionality and utility of this property absent City development approvals non-existent. Moreover, the City has been unable to curb loitering and trespassing, but simultaneously refuses to permit the owners to fence in their property in order to protect it from the effects of same (due to the aforementioned encumbrances), leading to costly obligations to rectify code enforcement issues with positively no corresponding benefit to the owners.

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Conclusion

For the foregoing reasons, FEDEQ and Legacy are in default of their obligations under the Somerset Street Agreement and the Garage Agreement. Please be advised that the City intends to pursue all available legal remedies for the defaults of FEDEQ, Legacy, and their successors and assigns, including, without limitation, its right to exercise the option to repurchase and/or compel reconveyance of the property, as set forth in ¶ 9 of the Garage Agreement.

Sincerely,

Leah B. Rachin

cc: Jon Jennings, City Manager

The foregoing constitutes a cloud on title which would detract any would-be buyer of the Property (and thus drastically deflates the Property's "market" value by tremendously increasing the risk associated with any market participant's decision making.

In addition, on October 29, 2019 the City followed through with its threat by filing suit against FEDEQ in the U.S. District Court for the District of Maine, alleging various breaches of the Partnership agreements, through which it has been and actively is seeking to take a significant portion of the Property away from FEDEQ. An excerpt of that suit is pasted below in pertinent part.

> WHEREFORE, the City requests a judgment in its favor as well as a declaration and order from the Court that: one, Federated is in breach of the Garage Agreement, as amended; two, the City is relieved of any obligations under the Garage Agreement, as amended; three, that Federated is ordered to convey the property referenced in the Garage Agreement, as amended, to the City free and clear of any mortgages, liens, leases, or other encumbrances, after the City makes the payment required by the terms of the Garage Agreement, as amended, less any funds distributed to Federated (or its assignors or designees) by the City under the Garage Agreement; that Federated is liable to the City for its attorney's fees in this matter; and such other relief as the Court deems just and proper.

The subject parcels remain undeveloped today, and are not the subject of any pending development approval or proposal.

Importantly, the City is seeking to invalidate the above-referenced "Garage Agreement", precluding FEDEQ from receiving the benefits thereof, while still obligating FEDEQ and any would-be purchaser of the Property by its terms, which are recorded on title. In short, the City has stopped performing under its contract with FEDEQ, yet continues to burden the Property by FEDEQ's obligations under such contract by virtue of its recordation and status as an encumbrance which runs with the land (i.e., one which any would-be purchaser would suffer from without receipt of any sort of corresponding benefit). This scenario is inherently unfair, unjust, and underlies what essentially amounts to a blacklisting of the Property when it comes to marketability. Simply put, any prospective purchaser would pay far less for the Property under threat of a taking by the City and material City encumbrances now devoid of counterbalancing benefit than they would for an unencumbered site free from such unreasonable factors. The Property cannot be compared to other parcels free from such impediments to marketability.

III. Standard of Review.

IV. Legal Standard.

Article IX, § 8 of the Maine Constitution mandates that all taxes assessed upon real property must be founded upon the "just value" of said property. Title 36 of the Maine Revised Statutes, and more specifically § 701-A thereof, is instructive in terms of how "just value" must legally be determined for assessment purposes. That statute is clear that just value can be determined *only* on the basis of "presently possible land use alternatives". Further, in determining just value, assessors are obligated to consider *all* relevant factors – <u>including the effect upon value of any enforceable restrictions to which the use of subject land may be subjected</u>. Such restrictions include subdivision restrictions and any recorded contractual provisions limiting the use of land.

Finally, "(a)ny conscious failure to exercise a fair and impartial judgment, or a conscious resort to arbitrary methods, different from those employed in assessing other property of like character and situation, thereby resulting in imposing an unequal burden on property having the same just value will invalidate the assessment." Farrelly v. Inhabitants of Town of Deer Isle, 407 A.2d 302 (Me. 1979)

FEDEQ will demonstrate in the following pages that the City's assessment of the Property ("Assessment") is manifestly wrong because it is irrational and so unreasonable in light of the circumstances that the Property is substantially overvalued when compared to similarly situated parcels.

FEDEQ will further indicate by credible evidence that in addition to impeaching the existing assessments, the requested alternate assessed valuation is warranted.

V. <u>Market Value & Development Potential</u>.

As is plain to see from the excerpt of the City's lawsuit against <u>both</u> entities comprising FEDEQ, copied above, the City has rendered title to the relevant parcels unmarketable and its value virtually worthless. The City's lawsuit against FEDEQ, as presently phrased, requests conveyance of "the property referenced in the Garage Agreement", but the City never explains what that property actually is. It could be any one of the parcels owned by FEDEQ. And the "Garage Agreement" adds little by way of clarity, as it specifies the remedy the City attempts to exercise in its suit applies to either Lot 6 in the aforementioned subdivision, or any other lot upon which FEDEQ is approved to build a garage. Accordingly, it is impossible to determine which lot the City is attempting to take from FEDEQ through its suit, and the fact that it has filed this suit against both FEDEQ DV004, LLC <u>and</u> FEDEQ DV005, LLC translates into uncertain states of title for both entities with regard to all parcels relevant to this appeal.

Further, while zoning permits development in the zone where the relevant parcels are located, it is a condition precedent to any application for development rights that an applicant demonstrate sufficient right, title or interest to have the standing needed to seek land use entitlements.

In fact, on May 27, 2015, the City advised FEDEQ that "**<u>Demonstrating sufficient right, title and interest to develop land as proposed is a threshold requirement for any application and. . . .we'll need to resolve that question. . . .before any [development] application can be considered</u>**".

FEDEQ does not hereby dispute the legal conclusion articulated above, but rather emphasizes it to indicate that the City's suit purports to call FEDEQ's standing into question (by very directly threatening its "right, title and interest" in the Property). This is not a hypothetical concern the effects of which are limited to potential third party purchaser risk analyses; the party questioning FEDEQ's standing (the City) is also the subject assessing authority, and has furthermore taken a very direct, unambiguous stance on the effects of questionable standing (i.e., without rock solid standing, FEDEQ may not apply for any development approvals whatsoever). In short, the City's suit not only dramatically limits market interest, but unquestionably precludes, by its own admission, any use of the Property beyond open space. This has been and will continue to be the case for so long as the City's threats to take the Property from FEDEQ, as now embodied in the referenced lawsuit, remain pending. FEDEQ cannot reasonably be expected to remit taxes on fair market value without taking these factors into consideration. It would be patently unfair to suggest otherwise.

VI. <u>Open Space</u>

Under Maine law, specifically Title 36 M.R.S.A. § 1102, "open space land" means any land the restriction of the use of which provides a public benefit in enhancing public recreation opportunities.

According to the Amended Subdivision Recording Plat for MiDTOWN Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013, as revised through, and approved by the City of Portland Planning Board, on May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, recorded at the Cumberland County Registry of Deeds, Plan Book 216, Page 217 (the "Subdivision Plat"), pursuant to which the City conveyed the Property to FEDEQ, the Property is subject to no fewer than four (4) open space easements benefiting the public, many of which connect directly to the City's popular Bayside Trail recreational path.

As such, use of the Property is presently restricted in a manner providing a direct public benefit for recreational uses and the public at large. This conclusion directly aligns with the City's position disallowing FEDEQ to erect a fence around the

Property which would interfere with same. Coupled with FEDEQ's inability to develop *any* of the Property in consideration of which such easements were granted, this state of affairs renders the Property equivalent to open space land under Maine law. While it is not FEDEQ's present desire to convert the Property to conserved open space in perpetuity, until the factors rendering it open space land in a de facto sense, as outlined above, are resolved, the Property should be taxed as such, as its fair market value is analogous to conserved open spaces with no development potential.

VII. Land Bank Comparables

In light of the complete undevelopable state the City's lawsuit has left FEDEQ's Property, the only properties comparable are those falling within the City's Land Bank. And of those properties located proximately to the FEDEQ Property fitting that description, the highest per square foot rates of assessment is $2.00.
92 Anderson Street.

This property comprises a public playground in East Bayside, which is in virtually the same location as the FEDEQ parcels – low lying former industrial land within the Bayside neighborhood. This site is 3.92 acres, and is assessed at $341,500, which translates to approximately $2.00/sf.

29 Stone Street

Like FEDEQ's Property and 92 Anderson, this property is also located in Portland's Bayside neighborhood, albeit closer to Downtown and at a higher elevation. However, it too is assessed at $2.00/sf.

350 Congress Street

This property is commonly referred to as Lincoln Park, and it is located in an arguably far superior location to the FEDEQ parcels, in the heart of Downtown and adjacent to major governmental institutions and other development. However, it is assessed at even less than the two foregoing Land Bank properties – at $1.66/sf for the land alone.

As is plain to see, FEDEQ's Property valuation exceeds by a considerable amount the average of the above listed comparable properties, and such valuation is therefore grossly inflated and indefensible.

VIII. Requested Adjustments

In light of the fact that the City's lawsuit has rendered the FEDEQ parcels unusable and unmarketable, those parcels can only rightly be compared to other parcels which have virtually total development restrictions imposed upon them (albeit for different reasons)—i.e., City Land Bank parcels, the highest of which are $2.00/sf in terms of proximately located parcels. Even though the Property's status as comparable to open space land is not the product of FEDEQ's request or application, that fact remains that the FEDEQ Property can only rightly be compared to conserved open space land.

FEDEQ requests the following value adjustments for the four parcels related hereto:

034-D-010-001: 0.46 ac = 20,037.6 sf x $2/sf = $40,075.20 (requested new valuation).

025-A-022-001: 1.46 ac = 63,597.6 sf x $2/sf = $127,195.20 (requested new valuation);

025-B-003-001: 1.04 ac = 45,302.4 sf x $2/sf = $90,604.80 (requested new valuation); and

025-B-002-001: 0.49 ac = 21,344.4 sf x $2/sf = $42,688.80 (requested new valuation)

IX. Summary & Conclusion.

The Property's value can only legally be determined on the basis of presently possible land use alternatives. The City is on record indicating that so long as questions persist concerning FEDEQ's right, title or interest in the Property, it is unable to process any land use applications – rendering all land uses other than open space *presently* impossible for so long as the City's suit against FEDEQ, in which it is attempting to take possession of the Property, remains pending.

Further, Maine law requires assessors to take into consideration when valuing property factors including enforceable restrictions on such property, the terms of recorded agreements limiting use of the land, and subdivision obligations. The subject Property is burdened by a recorded garage agreement appended to the deeds delivered to FEDEQ by the City in 2016, which limits the use of the Property in very direct ways, and—according to the City itself—allows the City to take possession of the Property from FEDEQ, as it is presently attempting to do. Moreover, the recorded Subdivision Plat contains numerous open space easements benefiting the public which the City, as beneficiary thereof, has argued prevent FEDEQ from enclosing and protecting its Property from vagrants – leading to costly maintenance efforts on FEDEQ's behalf.

At the time FEDEQ closed on its Property, the aforementioned garage agreement, recorded on title, both benefited and burdened FEDEQ. Since the City discontinued funding its partnership obligations under such agreement in September 2017, however, the recorded agreement now only burdens FEDEQ with no corresponding or offsetting benefit. The same is true for the recorded Subdivision Plat, which may have previously benefited FEDEQ but is now associated with expired permits and entirely useless to FEDEQ or the Property—although it continues to dramatically impact the Property's potential uses through its many encumbrances.

To not take such factors into account, or the City's dual role as assessing authority and adverse litigant, would represent a conscious failure to exercise fair and impartial judgment in the valuation of FEDEQ's Property, in direct conflict with the requirements of Maine law. To value FEDEQ's Property differently than other parcels with no development potential (i.e., City Land Bank parcels) is unjust.

Absent a reasonable adjustment in present valuations, FEDEQ intends to promptly appeal the City's decision through Portland's value adjustment board and, if necessary, thereafter through the Maine State court system. I would be happy to answer any questions regarding this matter as you review the request made herein; for that purpose, please feel free to contact me below at your convenience.

Sincerely,

Patrick Venne
207-274-1298

Exhibit 1

92 Anderson St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	023 B001001
Land Use Type Verify legal use with Inspections Division	LAND BANK
Property Location	92 ANDERSON ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	23-B-1 ANDERSON ST 92-100 FOX ST 70-122 170765 SF
Rental Registration	Check Here
Acres	3.9202

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2020** CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
LAND VALUE	$341,500.00	
BUILIDING VALUE	$0.00	
PORTLAND, CITY OF	($341,500.00)	
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

New Search!

STAY CONNECTED

Select Language ▼

Exhibit 2

29 Stone St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	026 H001001
Land Use Type	LAND BANK
Verify legal use with Inspections Division	
Property Location	29 STONE ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	8324/94
Legal Description	26-H-1-2-8 MYRTLE ST 64 OXFORD ST STONE ST 29 9486 SF
Rental Registration	Check Here
Acres	0.2178

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2020** CITY OF PORTLAND
LAND VALUE	$19,000.00	
BUILIDING VALUE	$0.00	389 CONGRESS ST
PORTLAND, CITY OF	($19,000.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

Sales Information:

Sale Date	Type	Price	Book/Page
6/8/1988	LAND + BUILDING	$0.00	8324/94

New Search!

STAY CONNECTED

Select Language ▼

Exhibit 3

350 Congress St. Tax Card

Select Language ▼

Property Search

Hello, can I help you find the answer to your question?

This page contains a detailed description of the Parcel ID you selected.

New Search!

Select Language ▼

Current Owner Information:

CBL	028 B001001
Land Use Type Verify legal use with Inspections Division	LAND BANK
Property Location	350 CONGRESS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	28-B-1 CONGRESS ST 350-356 FEDERAL ST WEST 113-147 PEARL ST 107-119 79104 SF
Rental Registration	Check Here
Acres	1.816

Current Assessed Valuation:

TAX ACCT NO.	10005
LAND VALUE	$130,900.00
BUILIDING VALUE	$157,550.00
PORTLAND, CITY OF	($288,450.00)
NET TAXABLE - REAL ESTATE	$0.00
TAX AMOUNT	$0.00

OWNER OF RECORD AS OF APRIL 2020
CITY OF PORTLAND

389 CONGRESS ST
PORTLAND ME 04101

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	
Style/Structure Type	

Outbuildings/Yard Improvements:

	Building 1
Year Built	1900
Structure	FENCE WROUGHT IRON
Size	1X7194
Units	1

STAY CONNECTED

Select Language ▼

FEDEQ DV004, LLC
FEDEQ DV005, LLC
PO Box 191887
Miami Beach, FL 33119

April 27, 2021

City of Portland
Board of Assessment Review
389 Congress Street
Portland, Maine 04101

RE: *Assessment Appeal; Midtown Properties*

Dear Ms. English:

Thank you for your time on the phone, and corresponding email, April 26, 2021 regarding the above subject matter. In accordance with our discussion, I am enclosing an appeal to the Board of Assessment Review together with a copy of the original application for abatement as well as the City's February 26, 2021 decision to deny the same.

As a courtesy, I am also copying Russell Pierce, the City's outside counsel in tangentially related litigation now pending in Maine District Court (Case No. 2:19-CV-00382-JHR).

Thank you as always for your time and attention.

Sincerely,

Patrick Venne

CC: Danielle West-Chuhta, Esq., Corporation Counsel
Russell B. Pierce, Esq.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV004, LLC
2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119
3. Telephone number: 305-699-4165
4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038
5. Location of property: Somerset Street, 55-65 (59 Somerset Street)

   Chart, Block, Lot Number: 25-B-3 Account Number 92440
6. Assessed value of real estate: $528,500.00
7. Assessed value of personal property: $ N/A
8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021
9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year- whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC

2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119

3. Telephone number: 305-699-4165

4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038

5. Location of property: Elm Street

   Chart, Block, Lot Number: 034-D-010-001 Account Number 11270

6. Assessed value of real estate: $227,900

7. Assessed value of personal property:$ N/A

8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021

9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC
2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119
3. Telephone number: 305-699-4165
4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038
5. Location of property: Somerset Street, 71-99, Chestnut Street, 122-132 (75 Somerset Street)

   Chart, Block, Lot Number: 025-A-022-001 Account Number 11270
6. Assessed value of real estate: $727,500
7. Assessed value of personal property:$ N/A
8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021
9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

PORTLAND BOARD OF ASSESSMENT REVIEW
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(36 M.R.S.A. Section 843)
Note: Application must first be made to the Assessor.

1. Name of Applicant: FEDEQ DV005, LLC

2. Address of Applicant: PO Box 191887, Miami Beach, FL 33119

3. Telephone number: 305-699-4165

4. Name and address of attorney, if any: Patrick Venne, Esq., 42 Barnfield Ln., Gorham, ME 04038

5. Location of property: Somerset Street, 23-31 (25 Somerset Street)

   Chart, Block, Lot Number: 025-B-002-001 Account Number 11270

6. Assessed value of real estate: $241,300

7. Assessed value of personal property:$ N/A

8. Assessment year for which abatement is requested: FY 2021 Date of Assessor's decision 02/26/2021

9. Owner's opinion of current value for property in question:

Land	$0.00 as encumbered		Personal Property	$
Building	$ N/A		NA	
TOTAL:	$ 0		TOTAL	$

10. Reasons for requesting abatement. Please be specific, stating grounds for belief that property is overvalued for tax purposes, such as value of comparable property. If further space is needed, please attach additional pages to application.

    Please see Exhibit "A" attached hereto.

11. Estimated time for your presentation at the hearing: 20 minutes

To the Board of Assessment Review, Portland, Maine:

APPLICATION FOR ABATEMENT AND CERTIFICATE OF COMPLIANCE WITH 36 M.R.S.A. § 843(4)

Pursuant to 36 M.R.S.A. § 843(4), the applicant hereby certifies that he or she has paid, by the due date, either the amount of taxes not in dispute for the current tax year or an amount equal to the amount of taxes paid in the previous tax year-whichever is greater. The statements contained in this application are correct to the best of my knowledge and belief.

04/26/2021
Date

Signature of Applicant

This application must be signed.

Separate application forms should be filed for each separately assessed parcel of real estate claimed to be overvalued.

EXHIBIT "A"

REASONS FOR REQUESTING ABATEMENT

Introduction

FEDEQ DV004, LLC and FEDEQ DV005, LLC ("Federated") own four contiguous parcels of real property in the City's Bayside neighborhood correlating to the following chart-block-lot designations: 25-B-3 (59 Somerset Street; 34-D-10 (Elm Street); 25-A-22 (75 Somerset Street); and 25-B-002 (25 Somerset Street) (collectively, the "Property").

Federated timely filed a request for abatement ("Abatement Request") on or about January 13, 2021. That request, which is hereby incorporated by reference[1], was denied on February 26, 2021. The City did not provide a basis for its denial or substantive response to the Abatement Request of any kind. Federated now timely brings this appeal to the Board of Assessment Review.

The following rationale for abatement applies equally to all lots comprising the Property.

Background

The Property is the site of a planned development project known as "Midtown", which is the subject of a public-private partnership between the City and Federated. Federated purchased the Property from the City in June 2016 in anticipation of developing Midtown, approximately one year after receiving approval from the Portland Planning Board in March 2015. Federated's purchase and sale agreement for the City as originally entered in 2011 contemplated a sale price reflective of a contribution from the City toward Midtown of more than $9 million. At closing, a component of the partnership agreement between Federated and the City was recorded on title to one of the Property's parcels (59 Somerset Street). That recording evidenced both the right to funding from the City outlined above, and certain obligations associated therewith.

Midtown never received a building permit from the City, and its Planning Board approvals expired in March 2018. In August 2019 Federated filed suit against the City alleging various causes of action arising in connection with the partnership referenced above, and shortly thereafter the City filed a counterclaim. The City has ceased funding Midtown under the recorded partnership agreement, and as part of its counterclaim now seeks to reacquire certain real estate from Federated. The counterclaim does not specifically identify which Midtown parcel the City seeks to reacquire.

The City has previously taken the position with Federated, in writing, that it will not entertain land use applications filed by Federated absent demonstration of the requisite right, title or interest to support standing for same. The City is now expressly challenging Federated's right,

[1] Reference to the Property being assessed far "below" market value, included within the first sentence of the first paragraph of Exhibit A to the Abatement Request, is a scrivener's error and should in fact have said far "above" market value. This typographical error is not incorporated herein, and is instead hereby corrected for the record.

title and interest to an unspecified parcel or parcels comprising the Property in Maine District Court.

Rationale for Abatement

In order to productively use its Property for anything other than open space, Federated requires development entitlements from the City. No development entitlements presently exist for the Property. In order to obtain development entitlements, Federated must file an application with the City for regulatory review and approval. The City's position is that it will not review such an application unless it assures itself of Federated's right, title and interest in and to the Property as applicant. Therefore, the City's pending counterclaim, which directly and universally challenges Federated's right, title and interest in and to the Property necessarily means the City will not entertain any land use application by Federated and, consequently, the Property may not be used in any productive sense.

In addition, the City's counterclaim, as well as the recorded subdivision for Midtown, and the recorded partnership agreement encumbering the Property, coupled with the lack of any active permits or of any ability to reactivate permits, renders the Property entirely unmarketable. Federated believes that, at best, this renders the Property comparable to lands conserved for open space and, more likely, it results in a depletion of all value associated with the Property.

Irrationality and Unreasonableness Resulting in Injustice

The foregoing facts renders the City's assessment manifestly wrong. It simply cannot be the case that the Property's value remains the same today, after the City's institution of a counterclaim directly challenging Federated's right, title and interest therein, as it was before such challenge existed. The City itself has acknowledged this indirectly by confirming without assurance as to such right, title or interest it will not consider applications for land use entitlements and, thus, will not permit the productive use of the Property. It must be the case that the City either (i) acknowledges Federated's right, title and interest in the Property, which directly conflicts with its counterclaim, or (ii) does not, which directly conflicts with the present assessed values for the Property. For the City to take the position that it can simultaneously challenge Federated's right, title and interest in the Property while holding assessed values which predate that challenge is irrational and unreasonable, because the bases for each position are irreconcilable. Such irrationality and unreasonableness results in injustice to Federated, which has timely paid tens of thousands of dollars in real estate taxes since acquiring the Property in 2016, because under Maine law those taxes are paid in consideration of its ability to actually *use* the site, which it presently cannot.

Unjust Discrimination

Finally, it is patently unjust for the City acting in its capacity as assessing authority to turn a blind eye to the effects of its actions in the capacity as a litigant concerning the Property – particularly when it has previously acknowledged those effects in writing, as indicated in the Abatement Request. Federated's position is that the City has refused to grant an abatement for the Property because it is actively engaged in a lawsuit with Federated concerning exactly that

Property and is unwilling to accept the natural consequences on valuation resulting therefrom. Federated's role as a party adverse to the City in pending litigation places it in a category separate and distinct from other applicants for abatement. And, given that such role naturally biases the City against Federated, it is logical to conclude that the Abatement Request has received different consideration than have or would other applicants whose property is unable to be developed or used in any meaningful way. As stated above, Federated acquired the Property from the City itself, and the consideration it paid therefor was directly tied to anticipated receipt of significant funding from the City. Such funding was an integral component of Federated's acquisition cost, and an inducement to purchase the Property. The City has now discontinued such funding, which has left Federated in possession of real property it can neither use for the purpose intended at closing, or – because of the counterclaim – in any other manner. Nevertheless, Federated has faithfully paid taxes to the City for half a decade. These circumstances do not arise from unbiased decision making, and when viewed in their totality are manifestly unfair.

Conclusion

Federated voluntarily acquired the Property early and on the false promise of being able to develop it for productive uses. The same party which sold it the Property has now denied such uses and simultaneously seeks to tax it for such ownership. These circumstances are irrational, indefensible and unjust. The Property's assessed value should accordingly be abated as requested.

tyler clt division

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 75 SOMERSET ST	Map ID: 025 A022001	Class: VACANT LAND	Card: 1 of 1	Printed: May 4, 2018

CURRENT OWNER

FEDEQ DV005 LLC
PO BOX 370008
MIAMI FL 33137

GENERAL INFORMATION

Living Units	
Neighborhood	202
Alternate Id	49090
Vol / Pg	33201/233
District	13
Zoning	URBAN COMMERCIAL BL
Class	

Property Notes

25-A-22 34-D-3
SOMERSET ST 71-99
CHESTNUT ST 122-132 LOT 3
63811 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	63,811	Unimproved	-40	727,450

Total Acres: 1.4649
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	727,500	727,500	727,500	0	0
Building	0	0	0	0	0
Total	727,500	727,500	727,500	0	0

Manual Override Reason
Base Date of Value 31-DEC-06
Effective Date of Value 31-DEC-06
Value Flag COST APPROACH
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
06/29/05	RB	Estimated	

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
06/17/16	1,687,000	Land Only	To/From Gov'T/Incuded Other Parcel	33201/233		FEDEQ DV005 LLC CITY OF PORTLAND

Inspection Witnessed By ______________________

ASSESSOR EXHIBIT 4-2

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 25 SOMERSET ST	**Map ID: 025 B002001**	**Class: VACANT LAND**	Card: 1 of 1	Printed: May 4, 2018

CURRENT OWNER

FEDEQ DV005 LLC
PO BOX 370008
MIAMI FL 33137

GENERAL INFORMATION

Living Units	
Neighborhood	202
Alternate Id	3432
Vol / Pg	33201/233
District	13
Zoning	URBAN COMMERCIAL BL
Class	

Property Notes

25-B-2
SOMERSET ST 23-31
LOT 7
21163 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	21,163	Unimproved	-40	241,300

Total Acres: .4858
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	241,300	241,300	241,300	0	0
Building	0	0	0	0	0
Total	241,300	241,300	241,300	0	0

Manual Override Reason
Base Date of Value 31-DEC-06
Effective Date of Value 31-DEC-06
Value Flag COST APPROACH
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
05/03/90	JS	Entry & Sign	Other

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
06/17/16	1,687,000	Land Only	To/From Gov'T/Incuded Other Parcel	33201/233		FEDEQ DV005 LLC
02/12/09	645,000	Land & Building	To/From Goverment Agencies	26626/045		CITY OF PORTLAND
						FINKELMAN H INC

Inspection Witnessed By ______________________________

ASSESSOR EXHIBIT 4-3

tyler
clt division

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 59 SOMERSET ST	Map ID: 025 B003001	Class: VACANT LAND	Card: 1 of 1	Printed: May 4, 2018

CURRENT OWNER

FEDEQ DV004 LLC
PO BOX 370008
MIAMI FL 33137

GENERAL INFORMATION

Living Units	
Neighborhood	202
Alternate Id	3434
Vol / Pg	33201/247
District	13
Zoning	URBAN COMMERCIAL BU
Class	

Property Notes

25-B-3
SOMERSET ST 55-65
LOT 6
46360 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	46,360	Unimproved	-40	528,530

Total Acres: 1.0643
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	528,500	528,500	528,500	0	0
Building	0	0	0	0	0
Total	528,500	528,500	528,500	0	0

Manual Override Reason
Base Date of Value 31-DEC-06
Effective Date of Value 31-DEC-06
Value Flag COST APPROACH
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
05/04/90	JS	Estimated	

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
06/17/16	615,000	Land Only	To/From Goverment Agencies	33201/247		FEDEQ DV004 LLC
03/21/03				19057/107		CITY OF PORTLAND
09/01/01	3,150,000	Land Only		16707/206		STATE OF MAINE
						PORTLAND TERMINAL CO

Inspection Witnessed By ______________________

ASSESSOR EXHIBIT 4-4

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 0 ELM ST	**Map ID: 034 D010001**	**Class: VACANT LAND**	Card: 1 of 1	Printed: May 4, 2018

CURRENT OWNER

FEDEQ DV005 LLC
PO BOX 370008
MIAMI FL 33137

GENERAL INFORMATION

Living Units	
Neighborhood	202
Alternate Id	51116
Vol / Pg	33201/233
District	13
Zoning	URBAN COMMERCIAL BL
Class	

Property Notes

34-D-10
ELM ST
LOT 1
19992 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	19,992	Unimproved	-40	227,860

Total Acres: .459
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	227,900	227,900	227,900	0	0
Building	0	0	0	0	0
Total	227,900	227,900	227,900	0	0

Manual Override Reason
Base Date of Value 31-DEC-06
Effective Date of Value 31-DEC-06
Value Flag COST APPROACH
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
05/16/90	JS	Int/Ext Insp	

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
06/17/16	1,687,000	Land Only	To/From Gov'T/Incuded Other Parcel	33201/233		FEDEQ DV005 LLC

Inspection Witnessed By ______________________

ASSESSOR EXHIBIT 5

CITY OF PORTLAND
Assessor's Office
Christopher A. Huff, CMA

February 26, 2021

FEDEQ DV004LLC, ET AL
PO BOX 191887
MIAMI BEACH, FL 33119

RE: ABATEMENT APPLICATION
CBL & ADDRESS OR PROPERTY ID: 025-B-003-001, 025-A-022-001, 025-B-002-001, 034-D-010-001

Dear Sir/Madam:

We have reviewed your submitted Application for Abatement of Property Taxes for the above referenced parcel(s). It is our opinion that no adjustment to the assessed value is warranted at this time.

Please note that under Maine law the burden of proof rests upon the taxpayer to provide evidence or documentation that the property is valued in excess of its just value. Just value as ruled by Maine case law is synonymous with fair market value. Title 36 M.R.S.A. § 848A states: "In any proceedings relating to a protested assessment, it is sufficient defense of the assessment that it is accurate within reasonable limits of practicality, except when a proven deviation of 10% or more from the relevant assessment ratio of the municipality or primary assessing area exists."

You have the right to appeal this decision within 60 days of the date of this notice to:

Board of Assessment Review
389 Congress Street, Room 211
Portland, Maine 04101
Telephone number 207-874-8480.

If you require additional property tax information please contact the City Assessor's office at telephone number: 207-874-8486.

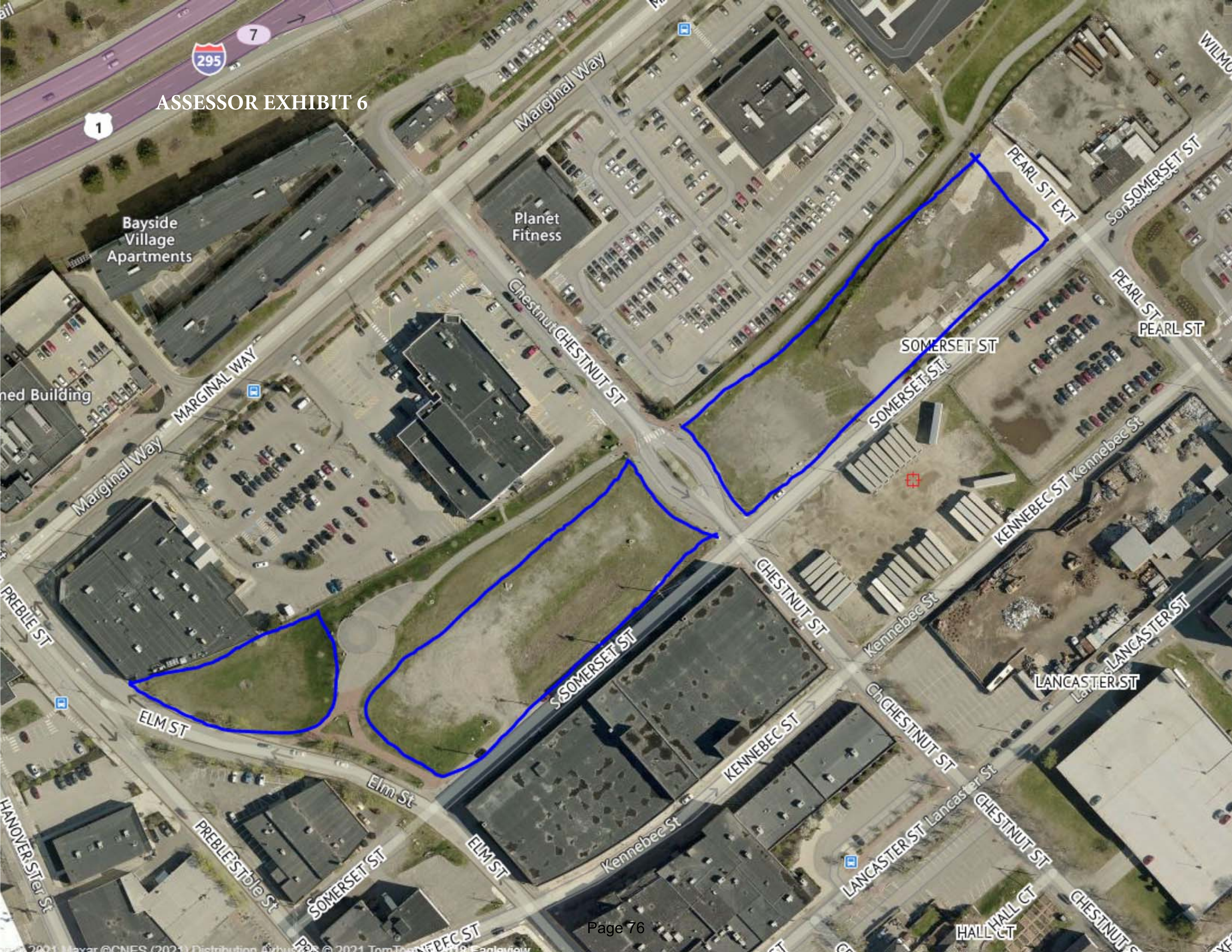
Sincerely,

Christopher a Huff

Christopher A Huff
Tax Assessor

CAH/BS

ASSESSOR EXHIBIT 6



MORTGAGE, SECURITY AGREEMENT, LEASE ASSIGNMENT AND FINANCING STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS that FEDEQ DV004, LLC, a limited liability company organized under the laws of the State of Florida, having a mailing address of P.O. Box 370008, Miami, FL 33137 (hereinafter called "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby Give, Grant, Bargain, Sell, Assign and Convey, with MORTGAGE COVENANTS unto FEDEQ Sponsor Entity V, LLC, a Florida limited liability company, having a place of business at 1616 W. 28th Street, Miami Beach, FL 33140 (hereinafter called "Grantee"), its successors and assigns forever, to secure the payment of Eleven Million Five-Hundred and Thirty-Five Thousand Dollars ($11,535,000.00) (the "Loan") with interest and other charges, as applicable, in accordance with the terms and conditions of a Promissory Note of even date herewith (the "Note") the Note and this Mortgage hereinafter collectively the "Loan Documents", and to secure other obligations, all as hereafter set forth, a certain lot or parcel of land situated at and near 35 Somerset Street, Portland, County of Cumberland, State of Maine, and all easements and rights appurtenant thereto (the "Mortgaged Premises"), all as more particularly described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises, and the other Collateral as provided below, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever;

PROVIDED NEVERTHELESS. That if Grantor pays Grantee the amount of the Loan, together with interest and all other liabilities, charges and other obligations under the Loan Documents, as applicable, in accordance with all the terms and conditions of the Note, this Mortgage and the aforesaid Loan Documents of even date signed and given by Grantor to Grantee and shall repay when due all other advances which are made by Grantee to or for the benefit of Grantor in accordance with the provisions set forth herein and other provisions hereof, and until such payment performs all of Grantor's obligations, covenants and agreements contained herein and contained in said Note, then this Mortgage deed, as also said certain Note, shall be void, and otherwise shall remain in full force.

Section 1. Security Interest in Personal Property. The Grantor also conveys herewith a security interest in the Grantor's personal property, as provided below:

Section 1.1 Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Documents. The term "State", as used in this Section 1, means the state of Grantor's organization as identified in the first paragraph of this Mortgage. All terms defined in the Uniform Commercial Code (the "UCC") of the state and used herein shall have the same definitions herein as specified therein; *provided, however,* that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations", as used in this Section 1 and in this Mortgage, means all of the indebtedness, obligations, and liabilities of the Grantor to the Grantee, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Note or in respect to any of the Loan Documents. An "Event of Default", as used herein, shall have such meaning as described in Section 3.8 of this Mortgage.

Section 1.2 Grant of Security Interest. The Grantor as the debtor hereby grants to the Grantee as the secured party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Grantee the Mortgaged Premises (hereinafter occasionally referred to as the "Collateral").

Section 1.3 Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Grantee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments or addendums thereto that: (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the state for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Grantee promptly upon request. The Debtor also ratifies its authorization for the Grantee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 1.4 Financing Statement. Grantor hereby acknowledges and agrees that the within Mortgage shall be effective as a financing statement filed or recorded as a fixture filing (to the extent applicable, if at all):

FINANCING STATEMENT

Name and Address of Debtor:		Name and Address of Secured Party:	
Name	FEDEQ DV004, LLC	Name	FEDEQ Sponsor Entity V, LLC
Address	P.O. Box 370008 Miami, FL 33137	Address	1616 W 28th Street Miami Beach, FL 33140

(a) This financing statement covers the types (items) of property (or goods) hereinabove described, if any.

Section 1.5 Other Actions. Further to insure the attachment, perfection, and first priority of, and the ability of the Grantee to enforce the Grantee's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, to take the following actions with respect to the following Collateral:

Section 1.5(a). Promissory Note and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper related to the Mortgaged Premises, the Debtor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify.

Section 1.5(b). Deposit Accounts. For each deposit account that the Grantor at any time opens or maintains related to the Mortgaged Premises, the Grantor shall at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, cause the depositary Grantee to agree to comply at any time with instructions from the Grantee to such depositary Grantee directing the disposition of funds from time to time credited to such deposit account, without further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions or withhold any withdrawal rights from the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Document, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Grantor, the depositary Grantee, and the Grantee have entered into a cash collateral agreement specially negotiated among the Grantor, the depositary Grantee, and the Grantee for the specific purpose set forth therein, (ii) deposit accounts for which the Grantee is the depositary, and (iii) deposit account specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees.

Section 1.5(c). Investment Property. If the Grantor shall at any time hold or acquire any certificated securities, the Grantor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify. If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and opinion, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause the issuer to agree to comply with instructions from the Grantee as to such securities, without further consent of the Grantor or such nominee, or (ii) arrange for the Grantee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Grantee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Grantee to such commodity intermediary, in each case without further consent of the Grantor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Grantee to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw or otherwise deal with such investment property. The Grantee agrees with the Grantor that the Grantee shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary, or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Grantee is the securities intermediary.

Section 1.5(d). Collateral in the Possession of Bailee. If any goods are at any time in the possession of a bailee, the Grantor shall promptly notify the Grantee thereof and, if requested by the Grantee, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Grantee, that the bailee holds such Collateral for the benefit of the Grantee and shall act upon the instructions of the Grantee, without the further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to the bailee.

Section 1.5(e). Electronic Chattel Paper and Transferable Records. Reserved.

Section 1.5(f). Letter-of-Credit Rights. Reserved.

Section 1.5(g). Commercial Tort Claims. Reserved.

Section 1.5(h). Other Actions as to Any and All Collateral. The Grantor further agrees to take any other action reasonably requested by the Grantee to insure the attachment, perfection and first priority of, and the ability of the Grantee to enforce, the Grantee's security interest in any and all of the Collateral including, without limitation: (a) executing, delivering and, where appropriate, filing financing statements and amendments or addendums relating thereto under the Uniform Commercial Code, to the extent, if any, that the Grantor's signature thereon is required therefor; (b) causing the Grantee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral (if any); (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (d) Reserved; (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Grantee; and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

Section 1.6. Representations and Warranties of Grantor's Legal Status. The Grantor represented and warrants to the Grantee as follows: (a) the Grantor's exact legal name and jurisdiction of organization is that indicated in the first paragraph of this Mortgage; (b) the Grantor's correct organizational identification number is provided on the signature page of this Mortgage, or if no such number is provided thereon, Grantor does not have an organizational identification number; and (c) the Grantor's principal place of business, or if more than one, Grantor's chief executive office is located in the State at the address set forth in the first

paragraph of this Mortgage, unless otherwise indicated as follows:
__________________________, and if the foregoing is left blank, no such other address exists.

Section 1.7. Other Covenants Concerning Grantor's Legal Status. The Grantor covenants with the Grantee as follows: (a) without providing at least 30 days prior notice to the Grantee, the Grantor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, and (b) if the Grantor does not have an organizational identification number and later obtains one, the Grantor shall forthwith notify the Grantee of such organizational identification number.

Section 1.8. Representations and Warranties Concerning Collateral, Etc. The Grantor further represents and warrants to the Grantee as follows: (a) the Grantor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest, or other encumbrance, except for the security interest created hereunder and liens expressly permitted and specified by the Loan Documents (the "Permitted Liens"); (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section 9-102(a)(34) of the Uniform Commercial Code of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral, (d) Reserved, and (e) the Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances, and (f) all other information set forth on the Loan Documents pertaining to the Collateral is accurate and complete.

Section 1.9. Covenants Concerning Collateral, Etc. The Grantor further covenants with the Grantee as follows (a) the Collateral, to the extent not delivered to the Grantee as may be required hereunder, will be kept at locations within the State, unless Grantor otherwise gives Grantee written notice thereof; (b) the Grantor will not remove the Collateral from the foregoing locations without providing at least 30 days prior written notice to the Grantee; (c) except for the security interest herein granted and any Permitted Liens, the Grantor shall be the owner of or have other rights in the Collateral free from any lien, security interest, or other encumbrance, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Grantee; (d) the Grantor shall not pledge, mortgage, or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Grantee, except for any Permitted Liens, without Grantee's consent; (e) Reserved; (f) the Grantor will permit the Grantee, or its designee, to inspect the Collateral at any reasonable time, wherever located; (g) the Grantor will pay or have paid promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Mortgage; (h) the Grantor shall not file any termination, amendment, addendum or other UCC filing with any state or local governmental authority that would in any manner affect the perfection of Grantee's security interest in the Collateral, without having provided at least thirty (30) days prior written notice thereof to the Grantee; (i) the Grantor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances; and (j) the Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral except for: (1) the Ground Lease, and (2) so long as no Event of Default has occurred and is continuing, or (3) if the proceeds from such sale are paid to Lender as a partial prepayment of principal of the Note or deposited into an escrow account with Lender and such account is pledged to Lender as additional collateral for the Loan.

Section 2. <u>Assignment of Leases and Rents</u>. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby sells, transfers, sets over and assigns to Grantee, its successors and assigns, from this date forward:

Section 2.1. Ground Lease. The Ground Lease.

Section 2.1.a. Non-Disturbance. Grantee covenants that it will not, in the exercise of any right, remedy, or privilege granted by this agreement, or otherwise available to Grantee at law or in equity, disturb the tenant's possession under the Ground Lease. Grantee further acknowledges that the Ground Lease has not subordinated to this agreement. Grantee covenants that (a) the tenant under the Ground Lease will not be named as a party to any foreclosure or other proceeding instituted by Grantee; and (b) any sale or other transfer of the Mortgaged Premises, or of the Ground Lease landlord's interest in the Ground Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to the Ground Lease tenant's possession under the Ground Lease; and (c) the Ground Lease will continue in force and effect according to its original terms, or with such amendments as Grantee shall have approved.

Section 2.2. Judgments and Awards. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Premises or any interest thereon or part thereof under the power of eminent domain, or other local or state government power or right, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereon or any part thereof, including any award for change of grade or streets. Grantee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Grantor hereby irrevocably authorizes and appoints Grantee and any attorney-in-fact of Grantee to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its cost (including reasonable counsel fees) in the collection of such judgments and settlements.

Section 2.3. No Waiver of Remedies by Receipt. Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Section 2 and any disposition of the same by Grantee, shall not constitute a waiver of the right of foreclosure by

Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or any note secured hereby.

Section 3. **Covenants and Agreements**. Grantor covenants and agrees with Grantee as follows:

Section 3.1. Title Covenants. Grantor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, except as may have been specifically noted herein or in Schedule B, Part 1 of the Grantee's final title insurance policy for the Mortgaged Premises (the "Permitted Exceptions"), and has good right and power to mortgage the Mortgage Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

Section 3.2. Performance. Grantor shall pay all sums secured hereby when due, including all sums due under the said Note and shall perform all other terms and provisions set forth or referred to therein or herein; Grantor agrees that a default in the payment of said Note or a default in the terms or provisions of said Note shall constitute a default in the terms and provisions of this Mortgage entitling the Grantee to exercise any one or more of its remedies hereunder or available at law or in equity.

Section 3.3. Payment of Taxes, Liens, Etc. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Mortgaged Premises and any claim, lien, or encumbrance against the Mortgage Premises which may be or become due prior to this Mortgage.

Section 3.4. Insurance. Grantor shall keep the Mortgage Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee, in its discretion, may require from time to time, including, without limitation, insurance against flood damage and business interruption. Grantee, at its option, upon the occurrence of any Event of Default, shall have the right to require that one-twelfth (1/12) of the annual estimated premiums for fire, liability and flood insurance coverage shall be paid monthly to the Grantee, to be held in a non-interest bearing account. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as Grantee may require, and shall be issued by a company or companies approved by Grantee, with loss payable to Grantee its successors and assigns, and shall, at the request of Grantee, provide for payment of the full replacement value of the Mortgaged Premises in lieu of a specified sum, which replacement value insurance shall be in an amount at all times sufficient to keep Grantor from becoming a co-insurer, which may be evidenced by any agreed amount or similar affirmative statement from any insurer. Such policy or policies also maintain comprehensive general public liability insurance for personal injury and property damage, with contractual liability endorsement, in amounts reasonably satisfactory to Grantee with respect to any single bodily injury (including death) or single instance of property damage and any accident involving more than a single bodily injury or more than a single instance of property damage; Grantor shall deliver simultaneously herewith the policies providing such public liability insurance for personal injury and property damage to the Grantee to be held by the Grantee, except that certificates of insurance, addressed to the Grantee, satisfactory in form and content to Grantee, evidencing such public liability insurance for personal property and property damage insurance may be delivered to the Grantee in lieu of the policies therefor, at any time reasonably acceptable to Grantee; the policies for such public liability, personal injury and property damage insurance shall at Grantee's subsequent written request name Grantee its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to Grantee, including an obligation upon any such insurer to notify Grantee its successors and assigns, of any cancellation of any such insurance coverage in writing fifteen (15) days in advance thereof. Any and all amounts received by Grantee as payee under any of such policies may be applied by Grantee its successors and assigns, to the indebtedness secured hereby in such manner as Grantee may, in its sole discretion, elect, or, at the option of Grantee, the entire amount so received or any part thereof may be released to Grantor. Upon foreclosure of this Mortgage or other acquisition of the Mortgaged Premises or any part thereof by Grantee, such policies naming Grantee as payee shall become the absolute property of Grantee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or in any note secured hereby.

Section 3.5. Escrow for Taxes, Insurance, Etc. In addition to Grantee's rights described above, upon written request therefor by Grantee to Grantor, which request may be withdrawn and remade from time to time, and upon evidence that the Grantor has failed to promptly pay real estate taxes, assessments and/or water and sewer charges and/or insurance premiums when due, except as are being contested in good faith and by appropriate proceedings pursued with diligence with appropriate reserves established therefor, Grantor shall pay to Grantee on a monthly basis hereafter set forth a sum equal to the municipal and other governmental real estate taxes, other assessments next due on the real property described in this Mortgage and all premiums next due for fire and other casualty insurance required of Grantor hereunder, less all sums already paid therefor, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Grantee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held as no interest by Grantee to pay said taxes, assessments and premiums before the same become delinquent. Grantor agrees that should there be insufficient funds to deposit with Grantee for said taxes, assessments and premiums when due, it will upon demand by Grantee promptly pay to Grantee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Grantee shall have commenced foreclosure proceedings, the Grantee may apply such funds toward the payment of the Obligations without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. Grantor hereby assigns to Grantee all the foregoing sums to hold hereunder for such purposes.

Section 3.6. Grantor Obligations Concerning Mortgaged Premises. Grantor (i) shall not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon or approved for the Mortgaged Premises unless the Grantee shall first consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned; (ii) shall maintain the Mortgaged Premises in good condition and repair, and (iii) shall not commit or suffer waster thereof.

Section 3.7. Right of Grantee to Make Payments, Advances. If Grantor fails to defend against or pay any claim, lien or encumbrance which is alleged to be prior to this Mortgage when due, any tax or assessment or insurance premium, or to keep the Mortgage Premises in good repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgage Premises or the title thereto, then Grantee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding and retain counsel therein, and take such action therein as Grantee deems advisable and for any of said purposes Grantee may advance such sums of money as it deems necessary. Grantee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof, Grantor shall pay to Grantee, immediately and without demand, all sums of money advanced by Grantee pursuant to this paragraph, together with interest on each sum advancement at the rate of interest that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note of even date secured hereby, and all such sums and interest thereon shall be secured hereby.

Sect. 3.8. Event of Default. The occurrence of any of the following shall, at the option of the Grantee, be an Event of Default under this Mortgage: (a) an uncured default beyond any applicable grace or cure periods in any payment due under the Note; (b) an uncured default in the performance beyond any applicable grace or cure periods of any Obligations or terms contained in, referred to or secured by this Mortgage or any other Loan Document; (c) if any warranty, representation, or statement made or furnished to Grantee by or on behalf of Grantor in connection with any Loan Document proves to have been false in any material respect; (d) uninsured loss, theft, substantial damage, destruction, sale, conveyance or encumbrance to or of the Collateral or Mortgaged Premises, or the making or suffering of a levy, seizure, or attachment thereon that remains for thirty (30) days, without Grantee's express written consent, which consent must be provided no less than 120 days in advance of the foregoing; (e) death, dissolution, termination or existence, insolvency, business failure, failure to pay debts as they become due, bankruptcy, reorganization, appointment of a receiver of any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceedings under a bankruptcy or insolvency law of, by or against Grantor or any guarantor or surety for Grantor; (f) any event which results in the acceleration of the maturity of any indebtedness of Grantor to others; (g) material impairment to the prospect of payment or performance of a warranty or agreement, or the value of any Collateral or the Mortgaged Premises, or priority of a security interested therein or (h) if the Collateral or any part thereof is leased by Grantor, a failure on Debtor's part to abide by the terms of the lease (all of the foregoing hereinafter an "Event of Default").

Any failure by Borrower to comply with the terms and conditions of this Mortgage shall not constitute an Event of Default until twenty (20) days have elapsed and, if such default is incapable of being cured during such period, the failure by Borrower to diligently pursue cure of such default within sixty (60) days.

Section 3.9. Grantee Rights Upon Default. Upon the occurrence of any Event of Default, which is not remedied within any applicable notice or cure period, Grantee may without limitation exercise one or more of the following rights:

Section 3.9(a). Foreclosure. Foreclose this Mortgage under any method of foreclosure authorized by applicable law as of the date hereof or at the time of the occurrence of the Event of Default, at the option of the Grantee, and exercise its rights as secured party for all or any portion of the debt secured hereby which is then due and payable, by acceleration or otherwise, subject to the continuing lien of this Mortgage for the balance not then due and payable.

Section 3.9(b). Possession. By its agents, servants or attorneys, take possession of any enter upon the Mortgaged Premises; whether or not such possession be taken, collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Premises (including, without limitation, charges of counsel and customary fees for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Note or amounts required to be paid by the Grantor under any provision hereof. The application of such receipts shall not constitute a waiver of any Event of Default.

Section 3.9(c). Appointment of Receiver. Apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Premises, without notice to the Grantor, without regard to the value of the Mortgaged Premises as security for the amounts due to the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

Section 3.9(d). Right to Cure. The Grantee may, but shall not be obligated to, pay any amount, which the Grantor has failed to pay, or perform any act which the Grantor has failed to perform hereunder, in which event the costs, disbursements, expenses and charges of counsel thereof, together with interest thereon from the date the expense is paid or incurred at the rate borne by the Note, shall be payable by the Grantor or demand and shall be secured by the lien of this Mortgage.

Section 3.10. Power of Sale. This Mortgage is subject to the "Statutory Power of Sale" pursuant to 33 M.R.S.A. Section 501-A, which is hereby granted to Grantee and is incorporated herein and made a part hereof by reference.

Section 3.10(a). Representations Concerning Power of Sale. Grantor agrees, warrants and requests that this Mortgage is given primarily for a business, commercial or agricultural purpose. Also, if this Mortgage is granted by a Trustee of a Trust, Grantor warrants and represents that, as of the date of this Mortgage, the real estate encumbered by the Mortgage is not used exclusively for residential purposes, the real estate has more than four (4) residential units, and none of the residential units is the principal residence of the owner of at least one-half (1/2) of the beneficial interest in the Trust.

Section 3.10(b). Rights of Grantee Under Power of Sale. Grantor further agrees that, upon the occurrence of any Event of Default, Grantee may sell the Mortgaged Premises, or such portion thereof as may remain subject to the Mortgage in case of any partial release thereof, either as a whole or in parcels, together with all improvements that may be thereon, by a public sale and that, notwithstanding the provisions of 14 M.R.S.A. Section 6203-A et seq., the public sale may be conducted on or near the Mortgaged Premises then subject to the Mortgage, or if more than one parcel is then subject thereto, then on or near one of said parcels, or the principal office of Grantee, or the branch office of the Grantee nearest to the Mortgaged Premises, or at such place as may be designated for the purpose in the Mortgage, first complying with the terms of the Mortgage and the law of Maine relating to the foreclosure of a mortgage by the exercise of the "Statutory Power of Sale", as it is as of the date of the execution hereof or as it may be at the time Grantee exercises such right or rights, and provided that Grantor is within the class of persons or entities to which the Statutory Power of Sale is now or subsequently applicable as of the time of default, and Grantee may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple. Such sale shall forever bar Grantor and all persons claiming under Grantor from all right and interest in the Mortgaged Premises, whether at law or in equity.

Section 3.10(c). Applicability. The above described Statutory Power of Sale shall only apply if the Grantor is a "Corporation", "Partnership", "Limited Liability Company", or "Trustee of a Trust", as provided in 33 M.R.S.A. Section 501-A.

Section 3.11. Exercise of Grantee's Rights. The Grantee, in exercising any remedy provided herein which (i) relates to any tax, assessment, governmental charge or imposition, insurance premium or other amount to be paid by the Grantor under Section 3 hereof, may do so in accordance with any notice, bill, statement or estimate procured from the appropriate public office or insurer without inquiry into the accuracy of validity thereof, (ii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity thereof, (iii) relates to any repair, maintenance or replacement expense or other amounts to be paid by the Grantor under Section 3.5 hereof, shall be the sole judge of the state of repair of the Mortgaged Premises and the necessity of incurring the expense, or (iv) relates to any other item or purpose not otherwise specifically provided for in this subparagraph, may do so whenever in their opinion such payment or performance is necessary or desirable to protect the full security intended by this Mortgage.

Section 3.12. No Limitation of Rights. No provision of this Mortgage (i) is or shall be deemed to be a release or impairment of the Note, the Loan Document or of this Mortgage, (ii) shall preclude the Grantee, upon the occurrence of an Event of Default hereunder, from foreclosing this Mortgage or from enforcing its rights hereunder or under any Loan Documents, (iii) shall preclude or bar the Grantee upon foreclosure from obtaining a deficiency judgment against the Grantor, against any subsequent owner of the Mortgaged Premises who assumes the Note, or against any other person liable for the payment of the Note or the obligations evidenced thereby, (iv) shall require the Grantee to accept a part of the Mortgaged Premises (as distinguished from its entirety) as payment of the debt secured hereby, or (v) shall compel the Grantee to accept or allow any apportionment of the debt secured hereby to or among any separate parts of the Mortgaged Premises.

Section 3.13. Delay. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder.

Section 3.14. Additional Rights of Grantee. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Grantee with respect to any security not expressly released in writing, Grantee may at any time and from time to time, either before or after the maturity of said note and without notice or consent: (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof; (c) Exercise or refrain from exercising or waive any right Grantee may have; (d) Accept additional security of any kind.

Section 3.15. Maintenance of Parking Areas and Drives, New Structures. Reserved.

Section 3.16. Assignments, Petitions, Bankruptcy. Grantee, at its option, may accelerate the maturity of the indebtedness secured by this Mortgage, and may exercise any one or more default remedies, including foreclosure of this Mortgage, if any of the following events occur, which shall also constitute Events of Default: (i) in the event any owner of the Mortgaged Premises during the period of such ownership shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (ii) if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of forty-five (45) days or more; or (iii) such owner by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief of the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of forty-five (45) days or more.

Section 3.17. Grantee's Rights as Secured Party. The Grantor further covenants and agrees that (a) this Mortgage shall constitute a security agreement with respect to the Collateral, and Grantor hereby grants and conveys to Grantee, its successors and assigns, a security interest therein as provided in Section 1 above; (b) Upon the occurrence of any Event of Default, the Grantee may, at its discretion, require the Grantor to assemble the Collateral and make it available to the Grantee at a place reasonably convenient to both parties to be designated by the

Grantee; (c) that the Grantee shall give the Grantor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time any private sale or other intended disposition thereof is to be made by sending notice to the Grantor at least five (5) days before the time of the sale or other disposition, which provisions for notice the Grantor and Grantee hereby agree are reasonable; provided, however, that nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect to the Mortgaged Premises; (d) Grantee shall have all of a secured party under the Uniform Commercial Code as now in effect in the State of Maine, and such further remedies as may from time to time hereafter be provided in Maine for a secured party. Grantor agrees that all rights of Grantee as to said Collateral and as to said real estate, and rights and interest appurtenant may be exercised together or separately and further agrees that in exercising its power of sale as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, the Grantee may sell the Collateral or any part thereof, either separately from or together with the sale real estate, rights and interests appurtenant thereto, or any part thereof, all as the Grantee may in its discretion elect.

Section 3.18. Statement of No Offsets or Defenses. Grantor, within seven (7) days upon written request delivered in person, or within ten (10) days upon written request sent by mail, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debts or, if such offsets or defenses are alleged to exist, the nature thereof.

Section 3.19. Grantor's Books and Records. Grantor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Premises; with permit the Grantee and its representatives to examine said books and records and all supporting vouchers and data at reasonable times upon request by Grantee and Grantor hereby agrees to furnish to Grantee no later than April 30th of each year an annual financial statement of the operation of the Mortgaged Premises reflecting income (including sources thereof) and expenses.

Section 3.20. Notice to Grantee of Change in Use. If at any time the then existing use or occupancy of the Mortgaged Premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, then Grantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Grantee.

Section 3.21. Grantee Approval of Leases, Etc. Grantor has submitted to the Grantee for Grantee's examination and approval prior to the execution, delivery and commencement thereof, a ground lease to the operator of improvements to be constructed on the Mortgaged Premises (which improvements are excluded from the Mortgaged Premises and Collateral specified herein) ("Ground Lease"), and such Ground Lease has been approved by Grantee. Hereafter Grantor shall also submit all other commercial leases, tenancies and occupancies of the Mortgaged Premises and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and subject to the foregoing exception Grantor at the Grantor's sole cost and expense, upon request of Grantee, shall cause any parties in possession of the Mortgaged Premises under any such leases, tenancies and occupancies, not so approved, to vacate the Mortgaged Premises immediately. Grantor acknowledges that Grantee may, from time to time, at its option enter upon the Mortgaged Premises and take any other action in court or otherwise to cause such parties to vacate the Mortgaged Premises; the costs and expenses of Grantee in so doing shall be paid by Grantor to Grantee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Grantee shall be in addition to all its other rights as Grantee, including the right of foreclosure, for breach by Grantor in the requirements of this paragraph.

Section 3.21.(a). Memorandum of Ground Lease. Grantee acknowledges and consents to the fact that, prior to construction of any improvements planned or later approved for the Mortgaged Premises, Grantor may record a memorandum of lease pertaining to the Ground Lease at the Cumberland County Registry of Deeds.

Section 3.22. Due on Sale. It is an additional covenant and condition of the Mortgage, for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that without Grantee's prior written consent, Grantor shall not convey, transfer, return, mortgage, sell, contract to sell, lease (other than the Ground Lease) or otherwise transfer or encumber the title, ownership, right of possession or any other interest in the Mortgaged Premises, or in any part thereof, nor shall any interest in said Mortgaged Premises or any part thereof pass from Grantor either voluntarily, involuntarily, by operation of law or otherwise. This condition shall continue until all indebtedness and Obligations secured hereby are satisfied, and permission given or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term "title" as used herein shall mean the estate of the Grantor subject to the lien of this Mortgage.

Section 3.23. Subsequent Agreement. Any agreement hereafter made by Grantor and Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

Section 3.24. Acts Required of Grantee Concerning Perfection. Grantor, at Grantor's expense, will do, execute, acknowledge and deliver to Grantee such further deeds, acts, conveyances, mortgages, assignments, transfers, and all other documents and assurances as Grantee in its discretion may require from time to time to better establish and perfect the property interests and rights created or intended by Grantee to be created hereunder or to facilitate the Grantor's performance hereunder.

Section 4. <u>Environmental Indemnity</u>.

Section 4.1. Definitions. With respect to any hazardous substances, the following definitions shall apply herein: (a) **"Environment"** means any surface or subsurface water, water vapor, land, air, fish, wildlife, microorganisms and all other natural resources; (b) **"Environmental Law"** means any law, ordinance, rule, regulation or requirement, issued by any federal, state or local governmental or quasi-governmental authority, whether now existing or hereinafter enacted, and any judicial or administrative interpretations thereof, regulating the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, transport, treatment or use of hazardous substances or relating to the protection of the Environment; (c) **"Environmental Permits"** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and or operating of the Mortgaged Premises, including, without limitation, those required for the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, treatment, transport or use of hazardous substances; (d) **"Hazardous Substance"** means any material whatsoever, which is or may potentially be harmful to the health or safety of human or animal life or vegetation, regardless of whether such material be found on or below the surface of the ground, in any surface or underground water, airborne in ambient air or in the air inside of any structure built or located upon or below the surface of the ground, or in any machinery, equipment or inventory located or used in any such structure, including, but not limited to, all hazardous materials, hazardous substances, imminently hazardous substances, hazardous wastes, toxic substances, infectious wastes, pollutants and contaminants from time to time defined, listed, identified, designated, regulated or classified as such under any Environmental Law regardless of the quantity of any such material; (e) **"Premises"** shall include the land surface and the entire subsurface of soil, sand, gravel, stone and rock, all surface water and subsurface water, whether flowing or stagnant, the ambient air, and all structures, fixtures and buildings located, situated or created on the land, and all machinery and equipment located at or in connection with any such structure; and (f) **"Release"** means any discharging, disposing, emitting, leaking, pumping, pouring, emptying, injecting, escaping, placing, releasing, leaching, dumping or spilling into the Environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

Section 4.2. Representations and Warranties. The Grantor represents and warrants that except as set forth in the environmental reports and information provided to Grantee in connection with the making of the Loan secured by this Mortgage to the best of Borrower's knowledge, without inquiry:

Section 4.2(a). No Enforcement Proceedings. Neither the Grantor nor to the best of Grantor's knowledge, any existing or prior tenant of the Premises, any prior owner thereof nor any other person is the subject of any civil or criminal investigation or enforcement proceeding, whether administrative or judicial, respecting: (i) any Hazardous Substance or threat of a Release on or affecting the Premises; or (ii) any violation of Environmental Law by the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person with respect to or affecting the Premises;

Section 4.2(b). No Pending Litigation. No litigation involving the Premises is pending against the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person in any way related to any of the aforementioned persons, or to the best of the grantor's knowledge is any such litigation threatened which seeks to enjoy, remove, or remediate a Release or threatened Release, or which seeks any remedy based upon a violation of any Environmental Law or for any injury to any person, property, animal life or vegetation caused by a Hazardous Substance or which seeks to remove or remediate a Hazardous Substance;

Section 4.2(c). No Environmental Notices. Reserved.

Section 4.2(d). Use of Premises. Reserved.

Section 4.2(e). No Release. Reserved.

Section 4.2(f). Compliance. The Grantor and all tenants of the Premises are in compliance with all Environmental Laws and Environmental Permits affecting the Premises.

Section 4.3. Covenants and Agreements. The Grantor hereby covenants and agrees that:

Section 4.3(a). Use of Premises by Grantor. The Grantor shall not use or permit the use of the Premises in a manner which would violate any Environmental Law or give rise to liability for Hazardous Substances, nor shall the Grantor cause or permit conditions to exist on or affect the Premises which would violate any such law or give rise to such liability.

Section 4.3(b). No Environmental Liens. Reserved.

Section 4.3(c). Copies of Notices to Grantee. The Grantor shall provide the Grantee with copies of any communications with or notices from any governmental or quasi-governmental authority alleging or responding to an allegation that the Premises are not in compliance with any Environmental Law, within five (5) days of the Grantor's receipt or sending thereof.

Section 4.3(d). Permits. Reserved.

Section 4.3(e). No Release on Premises. Reserved.

Section 4.3(f). Insurance. Intentionally Deleted.

Section 4.3(g). No Asbestos. No asbestos shall exist on the Premises in any form, condition or quantity.

Section 4.3(h). Environmental Law Requirements. The Grantor and all tenants of the Premises shall comply with any obligations they may have under any Environmental Law affecting the Premises, including but not limited to, reporting requirements.

Section 4.3(i). Copy of Assessment to Grantee. The Grantor shall provide the Grantee with a copy of any environmental assessment of the Premises which the Grantor may obtain, within ten (10) days of the date when the Grantor receives the assessment.

Section 4.4. Breach. A breach of any of the environmental representations, warranties or covenants contained herein shall constitute an Event of Default hereunder, entitling the Grantee to accelerate the indebtedness secured hereby and to exercise any and all default remedies.

Section 4.5. Grantee's Right to Conduct Assessment. The Grantee may cause to be conducted environmental assessments of the Premises and surrounding areas from time to time until the loan secured by this Mortgage shall be repaid in full, if Grantee determines or is advised that a release or other breach of environmental has occurred, such audits and tests to be performed by an environmental consultant chosen by the Grantee. The Grantor shall pay to the Grantee on demand the costs of such audits or tests. Any such environmental assessments shall be considered the property of the Grantee, and the Grantee shall owe no duty of confidentiality to the Grantor with respect to the contents thereof. It is hereby acknowledged by the Grantor that the Grantee shall not vouch for or assume any responsibility for the scope of detail, contents or accuracy of any such environmental assessment, and that neither the Grantor nor any other party shall have any recourse to or claim against the Grantee for any act of omission or commission of the environmental consultant. The Grantor shall fully cooperate with the environmental consultant in its preparation of the assessment, including, but not limited to, responding to questions of the consultant, providing the consultant with unlimited access at reasonable times and on reasonable notice to Grantor to the Premises, the books and records of the Grantor, and employees of the Grantor, and the Grantor shall cause all tenants of the Premises to do the same.

Section 4.6. Certification of Environmental Condition. In addition, the Grantee shall have the right to require, from time to time, a certification by the Grantor and any tenants of the Premises that there has been no change in the environmental condition of the Premises. If there has been an asbestos monitoring plan prescribed by the consultant, the Grantor must also from time to time, at the request of the Grantee, show evidence of its compliance therewith.

Section 4.7. Indemnification. The Grantor shall fully indemnify and hold harmless the Grantee its successors and assigns, against (i) any third party claims involving Hazardous Substances Releases on or affecting the Premises or violation of Environmental Laws in any way related to the Grantor or the Premises; and (ii) any fines, penalty payments, reasonable attorneys' and legal assistants' fees, sums paid in connection with any judicial or administrative investigation or proceedings, costs of cleanup assessed by a governmental or quasi-governmental agency, and similar expenditures, that relate in any way to the Grantor or the Premises, without regard to whether the Grantor would have ultimately been responsible for such third-party claims, fines, payments, fees, sums or costs unless such claim arises from or relates to the gross negligence or willful misconduct of Grantee. Any amounts which the Grantor must pay to the Grantee hereunder are payable upon demand and, if unpaid, shall bear interest per annum at the default rate set forth in the Note, and such amounts, with interest, shall be added to the indebtedness secured hereby and shall be secured by this Mortgage. The foregoing indemnifications shall survive the repayment of the indebtedness secured by the Mortgage and the discharge, release and/or assignment of the Mortgage.

Section 5. <u>Further Advances</u>. Upon request of Grantor, Grantee may, at its sole option, from time to time make further advances to Grantor, provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the sum of ______________________ ($______________), and if the foregoing is left blank, such maximum amount shall be the Loan Amount unless otherwise agreed to by the parties in accordance with the terms of the Loan Documents. Grantor shall execute and deliver to Grantee a note or other agreement evidencing each and every such further advance, with such terms and conditions as Grantee may require. Grantor or any other party liable therefor shall pay, when due, all such further advances, with interest and other charges thereon, as applicable. All such further advances, and each note or agreement evidencing the same, shall be secured hereby. All provisions of this Mortgage shall apply to each further advance. Nothing herein contained, however, shall limit the amount secured by this Mortgage if such amount is increased by any amounts paid by Grantee to protect the security. The word "Grantor" as used in this paragraph includes any successor in ownership of the Premises.

Section 6. <u>Condominium Rider</u>. If the Mortgaged Premises are a condominium, a Condominium Rider shall be attached to this Mortgage, and Grantor covenants and agrees to promptly perform, or cause to be performed, the additional covenants set forth therein, which additional covenants are hereby incorporated in this Mortgage by reference.

Section 7. <u>Right of Redemption</u>. In the event that any prior mortgage exists as a Permitted Exception or otherwise, Grantor covenants and agrees that Grantor will, at all times, fully perform and comply with all agreements, covenants, terms and conditions imposed on the Grantor under any such prior mortgage(s) and if Grantor fails to do so, Grantee may (but shall not be obligated to) declare such failure to be an Event of Default hereunder and or may take any action Grantee deems necessary or desirable to prevent or to cure any default by Grantor and the performance or compliance with any of Grantor's covenants or obligations under any prior mortgage(s). Grantor hereby transfers and assigns to the Grantee, its successors and assigns, the Grantor's equity of redemption of any such prior mortgage(s), including the right to demand an accounting of said prior mortgage(s), the right to make full or partial payment upon said prior mortgage(s), and the right to demand assignment of said prior mortgage(s) and the note(s) secured by same. Any sums of money advanced by Grantee to cure Grantor's defaults under any prior mortgage(s) shall be added to the indebtedness secured hereby. Grantor shall immediately, on receiving any knowledge or notice of any default under any prior mortgage(s), give written notice to Grantee. Grantor assigns any proceeds that may belong to Grantor resulting from the foreclosure sale of the Mortgaged Premises by the holder of the prior mortgage(s).

Section 8. <u>Financial Statements</u>. In addition to the financial statements required of Grantor under Section 3.19 hereof, Grantor hereby covenants and agrees to deliver or cause to be delivered to Grantee the financial statements as required by the Loan Agreement of even date herewith.

Section 9. <u>Relation to Other Debts Owed by Grantor to Grantee</u>. The Loan shall be cross-collateralized and cross-defaulted with all other debts of the Grantor due to Grantee. Accordingly, Grantor covenants and agrees that a default by Grantor under the Loan Documents shall constitute a default under any other loan documents evidencing any other debts of the Grantor due to Grantee (the "Related Loan Documents") for which all of the rights and remedies provided thereunder to Grantee may be exercised, and likewise a default by Grantor under any of the Related Loan Documents shall constitute a default under this Mortgage for which all the rights and remedies provided hereunder to Grantee may be exercised.

Section 10. <u>Existence, Authority, and Organization of Grantor</u>. With respect to the existence, authority and organization of Grantor, the grantor also covenants and agrees with

Grantee that without Grantee's prior consent there shall be: (a) no amendments or changes to any organizational documents of the Grantor, whether filed with the State or otherwise, including without limitation any articles of incorporation or organization, bylaws, partnership agreements, operating agreements, shareholder agreements, trust agreements, etc.; (b) no liquidation, termination or dissolution of the Grantor; (c) no transfer, pledge, assignment, sale, termination or other disposition of any assets or corporate stock, membership interest, or any other form of ownership or beneficiary interest respecting the Grantor, either voluntarily, involuntarily or by operation of law; and (d) no additional shareholders, members, partners, or other type of owner or beneficiary to said Grantor.

Section 11. Binding on Successors and Assigns. The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee, as applicable. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 12. Loan Commitment Letter. Reserved.

Section 13. Waiver of Jury Trial. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND GRANTEE, BY ITS ACCEPTANCE OF THE NOTE, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THIS MORTGAGE, OR ANY OTHER OF THE LOAN DOCUMENTS.

Section 14. Waiver. GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES GRANTEE MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. FURTHER, GRANTOR HEREBY WAIVES, TO THE EXTEND PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENTS, HOMESTEAD, EXEMPTION, STAY, REDEMPTION, AND MORATORIUM LAWS, WHICH ARE NOT IN FORCE OR MAY HEREAFTER BECOME LAWS.

Section 15. Notices. Any notice, demand, request or other communication which is made hereunder shall be in writing and sufficient if (i) delivered by personal service, (ii) mailed by first class registered or certified United States mail, postage prepaid, return receipt requested, or (iii) delivered by overnight express United States mail or by a nationally recognized overnight courier service, to the address set forth in the first paragraph of this Mortgage or such other address which either party may provide to the other in writing. The date of receipt of any such notice shall be deemed to be, and shall be effective from: (i) the date of actual delivery of such notice if personal service is used; (ii) receipt, refusal to accept or return to sender due to impossibility of delivery if first class registered or certified United States mail is used; or (iii) one (1) day after the same is deposited in the United States mail if overnight express United

States mail is used and one day after the same is delivered to an overnight courier service if such overnight courier service is used.

Section 16. Construction. This Mortgage shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. Wherever possible each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of such provision or the remaining provisions of this Mortgage.

Section 17. Sealed Instrument. This Mortgage shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 16th day of the month of June, 2016.

WITNESS:

FEDEQ DV004, LLC

Jonathan J. Cox, its Manager

STATE OF FLORIDA
MIAMI-DADE, SS

Before me, on this 16th day of June, 2016, personally appeared Jonathan Cox, the Manager of FEDEQ DV004, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

Notary Public/Attorney at Law
Printed Name: Lloyd Cox
My commission Expires: 4-9-18

LLOYD COX
MY COMMISSION EXPIRES
APR 09, 2018
#FF111368
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A

A certain lot or parcel of land located along the northerly sideline of Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

BEGINNING at the northerly sideline corner of Chestnut Street and Somerset Street as shown on a plan titled "Amended Subdivision Recording Plat for Midtown Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013 as revised through May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, recorded at the Cumberland County Registry of Deeds in Plan Book 216, Pages 217-218;

THENCE N 40° 59' 38" W 126.00 feet along the northeasterly line of Chestnut Street to a point;

THENCE N 49° 00' 22" E 360.00 feet along land now or formerly of the City of Portland to a point;

THENCE S 40° 59' 38" E 126.00 feet along Lot 7 to a point along the northwesterly line of Somerset Street;

THENCE S 49° 00' 22" W 360.00 feet along Somerset Street to the **POINT OF BEGINNING**.

Said lot or parcel of land contains 45,360 square feet, more or less, and is Lot 6 as shown on said Amended Recording Plat.

Received
Recorded Register of Deeds
Mar 20,2018 03:32:23P
Cumberland County
Nancy A. Lane

MORTGAGE, SECURITY AGREEMENT, LEASE ASSIGNMENT AND FINANCING STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS that FEDEQ DV005, LLC, a limited liability company organized under the laws of the State of Florida, having a mailing address of P.O. Box 370008, Miami, FL 33137 (hereinafter called "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby Give, Grant, Bargain, Sell, Assign and Convey, with MORTGAGE COVENANTS unto FEDEQ Sponsor Entity V, LLC, a Florida limited liability company, having a place of business at 1616 W. 28th Street, Miami Beach, FL 33140 (hereinafter called "Grantee"), its successors and assigns forever, to secure the payment of Eighteen Million Three-Hundred Thousand Dollars ($18,300,000.00) (the "Loan") with interest and other charges, as applicable, in accordance with the terms and conditions of a Promissory Note of even date herewith (the "Note") the Note and this Mortgage hereinafter collectively the "Loan Documents", and to secure other obligations, all as hereafter set forth, certain lots or parcels of land situated at and near 216 Pearl Street, 75 Somerset Street, and 141 Elm Street, Portland, County of Cumberland, State of Maine, and all easements and rights appurtenant thereto (the "Mortgaged Premises"), all as more particularly described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises, and the other Collateral as provided below, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever;

PROVIDED NEVERTHELESS. That if Grantor pays Grantee the amount of the Loan, together with interest and all other liabilities, charges and other obligations under the Loan Documents, as applicable, in accordance with all the terms and conditions of the Note, this Mortgage and the aforesaid Loan Documents of even date signed and given by Grantor to Grantee and shall repay when due all other advances which are made by Grantee to or for the benefit of Grantor in accordance with the provisions set forth herein and other provisions hereof, and until such payment performs all of Grantor's obligations, covenants and agreements contained herein and contained in said Note, then this Mortgage deed, as also said certain Note, shall be void, and otherwise shall remain in full force.

Section 1. Security Interest in Personal Property. The Grantor also conveys herewith a security interest in the Grantor's personal property, as provided below:

Section 1.1 Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Documents. The term "State", as used in this Section 1, means the state of Grantor's organization as identified in the first paragraph of this Mortgage. All terms defined in the Uniform Commercial Code (the "UCC") of the state and used herein shall have the same definitions herein as specified therein; *provided, however,* that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations", as used in this Section 1 and in this Mortgage, means all of the indebtedness, obligations, and liabilities of the Grantor to the Grantee, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Note or in respect to any of the Loan Documents. An "Event of Default", as used herein, shall have such meaning as described in Section 3.8 of this Mortgage.

Section 1.2 Grant of Security Interest. The Grantor as the debtor hereby grants to the Grantee as the secured party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Grantee the Mortgaged Premises (hereinafter occasionally referred to as the "Collateral").

Section 1.3 Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Grantee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments or addendums thereto that: (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the state for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Grantee promptly upon request. The Debtor also ratifies its authorization for the Grantee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 1.4 Financing Statement. Grantor hereby acknowledges and agrees that the within Mortgage shall be effective as a financing statement filed or recorded as a fixture filing (to the extent applicable, if at all):

FINANCING STATEMENT

Name and Address of Debtor:		**Name and Address of Secured Party:**	
Name	FEDEQ DV005, LLC	Name	FEDEQ Sponsor Entity V, LLC
Address	P.O. Box 370008 Miami, FL 33137	Address	1616 W 28th Street Miami Beach, FL 33140

(a) This financing statement covers the types (items) of property (or goods) hereinabove described, if any.

Section 1.5 Other Actions. Further to insure the attachment, perfection, and first priority of, and the ability of the Grantee to enforce the Grantee's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, to take the following actions with respect to the following Collateral:

Section 1.5(a). Promissory Note and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper related to the Mortgaged Premises, the Debtor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify.

Section 1.5(b). Deposit Accounts. For each deposit account that the Grantor at any time opens or maintains related to the Mortgaged Premises, the Grantor shall at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, cause the depositary Grantee to agree to comply at any time with instructions from the Grantee to such depositary Grantee directing the disposition of funds from time to time credited to such deposit account, without further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions or withhold any withdrawal rights from the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Document, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Grantor, the depositary Grantee, and the Grantee have entered into a cash collateral agreement specially negotiated among the Grantor, the depositary Grantee, and the Grantee for the specific purpose set forth therein, (ii) deposit accounts for which the Grantee is the depositary, and (iii) deposit account specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees.

Section 1.5(c). Investment Property. If the Grantor shall at any time hold or acquire any certificated securities, the Grantor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify. If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and opinion, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause the issuer to agree to comply with instructions from the Grantee as to such securities, without further consent of the Grantor or such nominee, or (ii) arrange for the Grantee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Grantee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Grantee to such commodity intermediary, in each case without further consent of the Grantor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Grantee to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw or otherwise deal with such investment property. The Grantee agrees with the Grantor that the Grantee shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary, or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Grantee is the securities intermediary.

Section 1.5(d). Collateral in the Possession of Bailee. If any goods are at any time in the possession of a bailee, the Grantor shall promptly notify the Grantee thereof and, if requested by the Grantee, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Grantee, that the bailee holds such Collateral for the benefit of the Grantee and shall act upon the instructions of the Grantee, without the further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to the bailee.

Section 1.5(e). Electronic Chattel Paper and Transferable Records. Reserved.

Section 1.5(f). Letter-of-Credit Rights. Reserved.

Section 1.5(g). Commercial Tort Claims. Reserved.

Section 1.5(h). Other Actions as to Any and All Collateral. The Grantor further agrees to take any other action reasonably requested by the Grantee to insure the attachment, perfection and first priority of, and the ability of the Grantee to enforce, the Grantee's security interest in any and all of the Collateral including, without limitation: (a) executing, delivering and, where appropriate, filing financing statements and amendments or addendums relating thereto under the Uniform Commercial Code, to the extent, if any, that the Grantor's signature thereon is required therefor; (b) causing the Grantee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral (if any); (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (d) Reserved; (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Grantee; and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

Section 1.6. Representations and Warranties of Grantor's Legal Status. The Grantor represented and warrants to the Grantee as follows: (a) the Grantor's exact legal name and jurisdiction of organization is that indicated in the first paragraph of this Mortgage; (b) the Grantor's correct organizational identification number is provided on the signature page of this Mortgage, or if no such number is provided thereon, Grantor does not have an organizational identification number; and (c) the Grantor's principal place of business, or if more than one, Grantor's chief executive office is located in the State at the address set forth in the first paragraph of this Mortgage, unless otherwise indicated as follows: ________________________, and if the foregoing is left blank, no such other address exists.

Section 1.7. Other Covenants Concerning Grantor's Legal Status. The Grantor covenants with the Grantee as follows: (a) without providing at least 30 days prior notice to the Grantee, the Grantor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, and (b) if the Grantor does not have an organizational identification number and later obtains one, the Grantor shall forthwith notify the Grantee of such organizational identification number.

Section 1.8. Representations and Warranties Concerning Collateral, Etc. The Grantor further represents and warrants to the Grantee as follows: (a) the Grantor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest, or other encumbrance, except for the security interest created hereunder and liens expressly permitted and specified by the Loan Documents (the "Permitted Liens"); (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section 9-102(a)(34) of the Uniform Commercial Code of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral, (d) Reserved, and (e) the Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances, and (f) all other information set forth on the Loan Documents pertaining to the Collateral is accurate and complete.

Section 1.9. Reserved.

Section 2. <u>Assignment of Leases and Rents</u>. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby sells, transfers, sets over and assigns to Grantee, its successors and assigns, from this date forward:

Section 2.1. Reserved.

Section 2.2. Judgments and Awards. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Premises or any interest thereon or part thereof under the power of eminent domain, or other local or state government power or right, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereon or any part thereof, including any award for change of grade or streets. Grantee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Grantor hereby irrevocably authorizes and appoints Grantee and any attorney-in-fact of Grantee to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its cost (including reasonable counsel fees) in the collection of such judgments and settlements.

Section 2.3. No Waiver of Remedies by Receipt. Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Section 2 and any disposition of the same by Grantee, shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or any note secured hereby.

Section 3. Covenants and Agreements. Grantor covenants and agrees with Grantee as follows:

Section 3.1. Title Covenants. Grantor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, except as may have been specifically noted herein or in Schedule B, Part 1 of the Grantee's final title insurance policy for the Mortgaged Premises (the "Permitted Exceptions"), and has good right and power to mortgage the Mortgage Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

Section 3.2. Performance. Grantor shall pay all sums secured hereby when due, including all sums due under the said Note and shall perform all other terms and provisions set forth or referred to therein or herein; Grantor agrees that a default in the payment of said Note or a default in the terms or provisions of said Note shall constitute a default in the terms and provisions of this Mortgage entitling the Grantee to exercise any one or more of its remedies hereunder or available at law or in equity.

Section 3.3. Payment of Taxes, Liens, Etc. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Mortgaged Premises and any claim, lien, or encumbrance against the Mortgage Premises which may be or become due prior to this Mortgage.

Section 3.4. Insurance. Grantor shall keep the Mortgage Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee, in its discretion, may require from time to time, including, without limitation, insurance against flood damage and business interruption. Grantee, at its option, upon the occurrence of any Event of Default, shall have the right to require that one-twelfth (1/12) of the annual estimated premiums for fire, liability and flood insurance coverage shall be paid monthly to the Grantee, to be held in a non-interest bearing account. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as Grantee may require, and shall be issued by a company or companies approved by Grantee, with loss payable to Grantee its successors and assigns, and shall, at the request of Grantee, provide for payment of the full replacement value of the Mortgaged Premises in lieu of a specified sum, which replacement value insurance shall be in an amount at all times sufficient to keep Grantor from becoming a co-insurer, which may be evidenced by any agreed amount or similar affirmative statement from any insurer. Such policy or policies also maintain comprehensive general public liability insurance for personal injury and property damage, with contractual liability endorsement, in amounts reasonably satisfactory to Grantee with respect to any single bodily injury (including death) or single instance of property damage and any accident involving more than a single bodily injury or more than a single instance of property damage; Grantor shall deliver simultaneously herewith the policies providing such public liability insurance for personal injury and property damage to the Grantee to be held by the Grantee, except that certificates of insurance, addressed to the Grantee, satisfactory in form and content to Grantee, evidencing such public liability insurance for personal property and property damage insurance may be delivered to the Grantee in lieu of the policies therefor, at any time reasonably acceptable to Grantee; the policies for such public liability, personal injury and property damage insurance shall at Grantee's subsequent written request name Grantee its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to Grantee, including an obligation upon any such insurer to notify Grantee its successors and assigns, of any cancellation of any such insurance coverage in writing fifteen (15) days in advance thereof. Any and all amounts received by Grantee as payee under any of such policies may be applied by Grantee its successors and assigns, to the indebtedness secured hereby in such manner as Grantee may, in its sole discretion, elect, or, at the option of Grantee, the entire amount so received or any part thereof may be released to Grantor. Upon foreclosure of this Mortgage or other acquisition of the Mortgaged Premises or any part thereof by Grantee, such policies naming Grantee as payee shall become the absolute property of Grantee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or in any note secured hereby.

Section 3.5. Escrow for Taxes, Insurance, Etc. In addition to Grantee's rights described above, upon written request therefor by Grantee to Grantor, which request may be withdrawn and remade from time to time, and upon evidence that the Grantor has failed to promptly pay real estate taxes, assessments and/or water and sewer charges and/or insurance premiums when due, except as are being contested in good faith and by appropriate proceedings pursued with diligence with appropriate reserves established therefor, Grantor shall pay to Grantee on a monthly basis hereafter set forth a sum equal to the municipal and other governmental real estate taxes, other assessments next due on the real property described in this Mortgage and all premiums next due for fire and other casualty insurance required of Grantor hereunder, less all sums already paid therefor, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Grantee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held as no interest by Grantee to pay said taxes, assessments and premiums before the same become delinquent. Grantor agrees that should there be insufficient funds to deposit with Grantee for said taxes, assessments and premiums when due, it will upon demand by Grantee promptly pay to Grantee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Grantee shall have commenced foreclosure proceedings, the Grantee may apply such funds toward the payment of the Obligations without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. Grantor hereby assigns to Grantee all the foregoing sums to hold hereunder for such purposes.

Section 3.6. Grantor Obligations Concerning Mortgaged Premises. Grantor (i) shall not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon or approved for the Mortgaged Premises unless the Grantee shall first consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned; (ii) shall maintain the Mortgaged Premises in good condition and repair, and (iii) shall not commit or suffer waster thereof.

Section 3.7. Right of Grantee to Make Payments, Advances. If Grantor fails to defend against or pay any claim, lien or encumbrance which is alleged to be prior to this Mortgage when due, any tax or assessment or insurance premium, or to keep the Mortgage Premises in good repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgage Premises or the title thereto, then Grantee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding and retain counsel therein, and take such action therein as Grantee deems advisable and for any of said purposes Grantee may advance such sums of money as it deems necessary. Grantee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof, Grantor shall pay to Grantee, immediately and without demand, all sums of money advanced by Grantee pursuant to this paragraph, together with interest on each sum advancement at the rate of interest that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note of even date secured hereby, and all such sums and interest thereon shall be secured hereby.

Sect. 3.8. Event of Default. The occurrence of any of the following shall, at the option of the Grantee, be an Event of Default under this Mortgage: (a) an uncured default beyond any applicable grace or cure periods in any payment due under the Note; (b) an uncured default in the performance beyond any applicable grace or cure periods of any Obligations or terms contained in, referred to or secured by this Mortgage or any other Loan Document; (c) if any warranty, representation, or statement made or furnished to Grantee by or on behalf of Grantor in connection with any Loan Document proves to have been false in any material respect; (d) uninsured loss, theft, substantial damage, destruction, sale, conveyance or encumbrance to or of the Collateral or Mortgaged Premises, or the making or suffering of a levy, seizure, or attachment thereon that remains for thirty (30) days, without Grantee's express written consent, which consent must be provided no less than 120 days in advance of the foregoing; (e) death, dissolution, termination or existence, insolvency, business failure, failure to pay debts as they become due, bankruptcy, reorganization, appointment of a receiver of any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceedings under a bankruptcy or insolvency law of, by or against Grantor or any guarantor or surety for Grantor; (f) any event which results in the acceleration of the maturity of any indebtedness of Grantor to others; (g) material impairment to the prospect of payment or performance of a warranty or agreement, or the value of any Collateral or the Mortgaged Premises, or priority of a security interested therein or (h) if the Collateral or any part thereof is leased by Grantor, a failure on Debtor's part to abide by the terms of the lease (all of the foregoing hereinafter an "Event of Default").

Any failure by Borrower to comply with the terms and conditions of this Mortgage shall not constitute an Event of Default until twenty (20) days have elapsed and, if such default is incapable of being cured during such period, the failure by Borrower to diligently pursue cure of such default within sixty (60) days.

Section 3.9. Grantee Rights Upon Default. Upon the occurrence of any Event of Default, which is not remedied within any applicable notice or cure period, Grantee may without limitation exercise one or more of the following rights:

Section 3.9(a). Foreclosure. Foreclose this Mortgage under any method of foreclosure authorized by applicable law as of the date hereof or at the time of the occurrence of the Event of Default, at the option of the Grantee, and exercise its rights as secured party for all or any portion of the debt secured hereby which is then due and payable, by acceleration or otherwise, subject to the continuing lien of this Mortgage for the balance not then due and payable.

Section 3.9(b). Possession. By its agents, servants or attorneys, take possession of any enter upon the Mortgaged Premises; whether or not such possession be taken, collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Premises (including, without limitation, charges of counsel and customary fees for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Note or amounts required to be paid by the Grantor under any provision hereof. The application of such receipts shall not constitute a waiver of any Event of Default.

Section 3.9(c). Appointment of Receiver. Apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Premises, without notice to the Grantor, without regard to the value of the Mortgaged Premises as security for the amounts due to the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

Section 3.9(d). Right to Cure. The Grantee may, but shall not be obligated to, pay any amount, which the Grantor has failed to pay, or perform any act which the Grantor has failed to perform hereunder, in which event the costs, disbursements, expenses and charges of counsel thereof, together with interest thereon from the date the expense is paid or incurred at the rate borne by the Note, shall be payable by the Grantor or demand and shall be secured by the lien of this Mortgage.

Section 3.10. Power of Sale. This Mortgage is subject to the "Statutory Power of Sale" pursuant to 33 M.R.S.A. Section 501-A, which is hereby granted to Grantee and is incorporated herein and made a part hereof by reference.

Section 3.10(a). Representations Concerning Power of Sale. Grantor agrees, warrants and requests that this Mortgage is given primarily for a business, commercial or agricultural purpose. Also, if this Mortgage is granted by a Trustee of a Trust, Grantor warrants and represents that, as of the date of this Mortgage, the real estate encumbered by the Mortgage is not used exclusively for residential purposes, the real estate has more than four (4) residential units, and none of the residential units is the principal residence of the owner of at least one-half (1/2) of the beneficial interest in the Trust.

Section 3.10(b). *Rights of Grantee Under Power of Sale.* Grantor further agrees that, upon the occurrence of any Event of Default, Grantee may sell the Mortgaged Premises, or such portion thereof as may remain subject to the Mortgage in case of any partial release thereof, either as a whole or in parcels, together with all improvements that may be thereon, by a public sale and that, notwithstanding the provisions of 14 M.R.S.A. Section 6203-A et seq., the public sale may be conducted on or near the Mortgaged Premises then subject to the Mortgage, or if more than one parcel is then subject thereto, then on or near one of said parcels, or the principal office of Grantee, or the branch office of the Grantee nearest to the Mortgaged Premises, or at such place as may be designated for the purpose in the Mortgage, first complying with the terms of the Mortgage and the law of Maine relating to the foreclosure of a mortgage by the exercise of the "Statutory Power of Sale", as it is as of the date of the execution hereof or as it may be at the time Grantee exercises such right or rights, and provided that Grantor is within the class of persons or entities to which the Statutory Power of Sale is now or subsequently applicable as of the time of default, and Grantee may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple. Such sale shall forever bar Grantor and all persons claiming under Grantor from all right and interest in the Mortgaged Premises, whether at law or in equity.

Section 3.10(c). Applicability. The above described Statutory Power of Sale shall only apply if the Grantor is a "Corporation", "Partnership", "Limited Liability Company", or "Trustee of a Trust", as provided in 33 M.R.S.A. Section 501-A.

Section 3.11. Exercise of Grantee's Rights. The Grantee, in exercising any remedy provided herein which (i) relates to any tax, assessment, governmental charge or imposition, insurance premium or other amount to be paid by the Grantor under Section 3 hereof, may do so in accordance with any notice, bill, statement or estimate procured from the appropriate public office or insurer without inquiry into the accuracy of validity thereof, (ii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity thereof, (iii) relates to any repair, maintenance or replacement expense or other amounts to be paid by the Grantor under Section 3.5 hereof, shall be the sole judge of the state of repair of the Mortgaged Premises and the necessity of incurring the expense, or (iv) relates to any other item or purpose not otherwise specifically provided for in this subparagraph, may do so whenever in their opinion such payment or performance is necessary or desirable to protect the full security intended by this Mortgage.

Section 3.12. No Limitation of Rights. No provision of this Mortgage (i) is or shall be deemed to be a release or impairment of the Note, the Loan Document or of this Mortgage, (ii) shall preclude the Grantee, upon the occurrence of an Event of Default hereunder, from foreclosing this Mortgage or from enforcing its rights hereunder or under any Loan Documents, (iii) shall preclude or bar the Grantee upon foreclosure from obtaining a deficiency judgment against the Grantor, against any subsequent owner of the Mortgaged Premises who assumes the Note, or against any other person liable for the payment of the Note or the obligations evidenced thereby, (iv) shall require the Grantee to accept a part of the Mortgaged Premises (as distinguished from its entirety) as payment of the debt secured hereby, or (v) shall compel the Grantee to accept or allow any apportionment of the debt secured hereby to or among any separate parts of the Mortgaged Premises.

Section 3.13. Delay. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder.

Section 3.14. Additional Rights of Grantee. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Grantee with respect to any security not expressly released in writing, Grantee may at any time and from time to time, either before or after the maturity of said note and without notice or consent: (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof; (c) Exercise or refrain from exercising or waive any right Grantee may have; (d) Accept additional security of any kind.

Section 3.15. Maintenance of Parking Areas and Drives, New Structures. Reserved.

Section 3.16. Assignments, Petitions, Bankruptcy. Grantee, at its option, may accelerate the maturity of the indebtedness secured by this Mortgage, and may exercise any one or more default remedies, including foreclosure of this Mortgage, if any of the following events occur, which shall also constitute Events of Default: (i) in the event any owner of the Mortgaged Premises during the period of such ownership shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (ii) if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of forty-five (45) days or more; or (iii) such owner by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief of the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of forty-five (45) days or more.

Section 3.17. Grantee's Rights as Secured Party. The Grantor further covenants and agrees that (a) this Mortgage shall constitute a security agreement with respect to the Collateral, and Grantor hereby grants and conveys to Grantee, its successors and assigns, a security interest therein as provided in Section 1 above; (b) Upon the occurrence of any Event of Default, the Grantee may, at its discretion, require the Grantor to assemble the Collateral and make it available to the Grantee at a place reasonably convenient to both parties to be designated by the Grantee; (c) that the Grantee shall give the Grantor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time any private sale or other intended disposition thereof is to be made by sending notice to the Grantor at least five (5) days before the time of the sale or other disposition, which provisions for notice the Grantor and Grantee hereby agree are reasonable; provided, however, that nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect to the Mortgaged Premises; (d) Grantee shall have all of a secured party under the Uniform Commercial Code as now in effect in the State of Maine, and such further remedies as may from time to time hereafter be provided in Maine for a secured party. Grantor agrees that all rights of Grantee as to said Collateral and as to said real estate, and rights and interest appurtenant may be exercised together or separately and further agrees that in exercising its power of sale as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, the Grantee may sell the Collateral or any part thereof, either separately from or together with the sale real estate, rights and interests appurtenant thereto, or any part thereof, all as the Grantee may in its discretion elect.

Section 3.18. Statement of No Offsets or Defenses. Grantor, within seven (7) days upon written request delivered in person, or within ten (10) days upon written request sent by mail, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debts or, if such offsets or defenses are alleged to exist, the nature thereof.

Section 3.19. Grantor's Books and Records. Grantor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Premises; with permit the Grantee and its representatives to examine said books and records and all supporting vouchers and data at reasonable times upon request by Grantee and Grantor hereby agrees to furnish to Grantee no later than April 30th of each year an annual financial statement of the operation of the Mortgaged Premises reflecting income (including sources thereof) and expenses.

Section 3.20. Notice to Grantee of Change in Use. If at any time the then existing use or occupancy of the Mortgaged Premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, then Grantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Grantee.

Section 3.21. Grantee Approval of Leases, Etc. Grantor shall submit to the Grantee for Grantee's examination and approval in writing prior to the execution, delivery and commencement thereof, all commercial leases, tenancies and occupancies of the Mortgaged Premises and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and Grantor at the Grantor's sole cost and expense, upon request of Grantee, shall cause any parties in possession of the Mortgaged Premises under any such leases, tenancies and occupancies, not so approved, to vacate the Mortgaged Premises immediately. Grantor acknowledges that Grantee may, from time to time, at its option enter upon the Mortgaged Premises and take any other action in court or otherwise to cause such parties to vacate the Mortgaged Premises; the costs and expenses of Grantee in so doing shall be paid by Grantor to Grantee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Grantee shall be in addition to all its other rights as Grantee, including the right of foreclosure, for breach by Grantor in the requirements of this paragraph.

Section 3.22. Due on Sale. It is an additional covenant and condition of the Mortgage, for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that without Grantee's prior written consent, Grantor shall not convey, transfer, return, mortgage, sell, contract to sell, lease or otherwise transfer or encumber the title, ownership, right of possession or any other interest in the Mortgaged Premises, or in any part thereof, nor shall any interest in said Mortgaged Premises or any part thereof pass from Grantor either voluntarily, involuntarily, by operation of law or otherwise. This condition shall continue until all indebtedness and Obligations secured hereby are satisfied, and permission given or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term "title" as used herein shall mean the estate of the Grantor subject to the lien of this Mortgage.

Section 3.23. Subsequent Agreement. Any agreement hereafter made by Grantor and Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

Section 3.24. Acts Required of Grantee Concerning Perfection. Grantor, at Grantor's expense, will do, execute, acknowledge and deliver to Grantee such further deeds, acts, conveyances, mortgages, assignments, transfers, and all other documents and assurances as Grantee in its discretion may require from time to time to better establish and perfect the property interests and rights created or intended by Grantee to be created hereunder or to facilitate the Grantor's performance hereunder.

Section 4. Environmental Indemnity.

Section 4.1. Definitions. With respect to any hazardous substances, the following definitions shall apply herein: (a) **"Environment"** means any surface or subsurface water, water vapor, land, air, fish, wildlife, microorganisms and all other natural resources; (b) **"Environmental Law"** means any law, ordinance, rule, regulation or requirement, issued by any federal, state or local governmental or quasi-governmental authority, whether now existing or hereinafter enacted, and any judicial or administrative interpretations thereof, regulating the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, transport, treatment or use of hazardous substances or relating to the protection of the Environment; (c) **"Environmental Permits"** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and or operating of the Mortgaged Premises, including, without limitation, those required for the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, treatment, transport or use of hazardous substances; (d) **"Hazardous Substance"** means any material whatsoever, which is or may potentially be harmful to the health or safety of human or animal life or vegetation, regardless of whether such material be found on or below the surface of the ground, in any surface or underground water, airborne in ambient air or in the air inside of any structure built or located upon or below the surface of the ground, or in any machinery, equipment or inventory located or used in any such structure, including, but not limited to, all hazardous materials, hazardous substances, imminently hazardous substances, hazardous wastes, toxic substances, infectious wastes, pollutants and contaminants from time to time defined, listed, identified, designated, regulated or classified as such under any Environmental Law regardless of the quantity of any such material; (e) **"Premises"** shall include the land surface and the entire subsurface of soil, sand, gravel, stone and rock, all surface water and subsurface water, whether flowing or stagnant, the ambient air, and all structures, fixtures and buildings located, situated or created on the land, and all machinery and equipment located at or in connection with any such structure; and (f) **"Release"** means any discharging, disposing, emitting, leaking, pumping, pouring, emptying, injecting, escaping, placing, releasing, leaching, dumping or spilling into the Environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

Section 4.2. Representations and Warranties. The Grantor represents and warrants that except as set forth in the environmental reports and information provided to Grantee in connection with the making of the Loan secured by this Mortgage to the best of Borrower's knowledge, without inquiry:

Section 4.2(a). No Enforcement Proceedings. Neither the Grantor nor to the best of Grantor's knowledge, any existing or prior tenant of the Premises, any prior owner thereof nor any other person is the subject of any civil or criminal investigation or enforcement proceeding, whether administrative or judicial, respecting: (i) any Hazardous Substance or threat of a Release on or affecting the Premises; or (ii) any violation of Environmental Law by the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person with respect to or affecting the Premises;

Section 4.2(b). No Pending Litigation. No litigation involving the Premises is pending against the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person in any way related to any of the aforementioned persons, or to the best of the grantor's knowledge is any such litigation threatened which seeks to enjoy, remove, or remediate a Release or threatened Release, or which seeks any remedy based upon a violation of any Environmental Law or for any injury to any person, property, animal life or vegetation caused by a Hazardous Substance or which seeks to remove or remediate a Hazardous Substance;

Section 4.2(c). No Environmental Notices. Reserved.

Section 4.2(d). Use of Premises. Reserved.

Section 4.2(e). No Release. Reserved.

Section 4.2(f). Compliance. The Grantor and all tenants of the Premises are in compliance with all Environmental Laws and Environmental Permits affecting the Premises.

Section 4.3. Covenants and Agreements. The Grantor hereby covenants and agrees that:

Section 4.3(a). Use of Premises by Grantor. The Grantor shall not use or permit the use of the Premises in a manner which would violate any Environmental Law or give rise to liability for Hazardous Substances, nor shall the Grantor cause or permit conditions to exist on or affect the Premises which would violate any such law or give rise to such liability.

Section 4.3(b). No Environmental Liens. Reserved.

Section 4.3(c). Copies of Notices to Grantee. The Grantor shall provide the Grantee with copies of any communications with or notices from any governmental or quasi-governmental authority alleging or responding to an allegation that the Premises are not in compliance with any Environmental Law, within five (5) days of the Grantor's receipt or sending thereof.

Section 4.3(d). Permits. Reserved.

Section 4.3(e). No Release on Premises. Reserved.

Section 4.3(f). Insurance. Intentionally Deleted.

Section 4.3(g). No Asbestos. No asbestos shall exist on the Premises in any form, condition or quantity.

Section 4.3(h). Environmental Law Requirements. The Grantor and all tenants of the Premises shall comply with any obligations they may have under any Environmental Law affecting the Premises, including but not limited to, reporting requirements.

Section 4.3(i). Copy of Assessment to Grantee. The Grantor shall provide the Grantee with a copy of any environmental assessment of the Premises which the Grantor may obtain, within ten (10) days of the date when the Grantor receives the assessment.

Section 4.4. Breach. A breach of any of the environmental representations, warranties or covenants contained herein shall constitute an Event of Default hereunder, entitling the Grantee to accelerate the indebtedness secured hereby and to exercise any and all default remedies.

Section 4.5. Grantee's Right to Conduct Assessment. The Grantee may cause to be conducted environmental assessments of the Premises and surrounding areas from time to time until the loan secured by this Mortgage shall be repaid in full, if Grantee determines or is advised that a release or other breach of environmental has occurred, such audits and tests to be performed by an environmental consultant chosen by the Grantee. The Grantor shall pay to the Grantee on demand the costs of such audits or tests. Any such environmental assessments shall be considered the property of the Grantee, and the Grantee shall owe no duty of confidentiality to the Grantor with respect to the contents thereof. It is hereby acknowledged by the Grantor that the Grantee shall not vouch for or assume any responsibility for the scope of detail, contents or accuracy of any such environmental assessment, and that neither the Grantor nor any other party shall have any recourse to or claim against the Grantee for any act of omission or commission of the environmental consultant. The Grantor shall fully cooperate with the environmental consultant in its preparation of the assessment, including, but not limited to, responding to questions of the consultant, providing the consultant with unlimited access at reasonable times and on reasonable notice to Grantor to the Premises, the books and records of the Grantor, and employees of the Grantor, and the Grantor shall cause all tenants of the Premises to do the same.

Section 4.6. Certification of Environmental Condition. In addition, the Grantee shall have the right to require, from time to time, a certification by the Grantor and any tenants of the Premises that there has been no change in the environmental condition of the Premises. If there has been an asbestos monitoring plan prescribed by the consultant, the Grantor must also from time to time, at the request of the Grantee, show evidence of its compliance therewith.

Section 4.7. Indemnification. The Grantor shall fully indemnify and hold harmless the Grantee its successors and assigns, against (i) any third party claims involving Hazardous Substances Releases on or affecting the Premises or violation of Environmental Laws in any way related to the Grantor or the Premises; and (ii) any fines, penalty payments, reasonable attorneys' and legal assistants' fees, sums paid in connection with any judicial or administrative investigation or proceedings, costs of cleanup assessed by a governmental or quasi-governmental agency, and similar expenditures, that relate in any way to the Grantor or the Premises, without regard to whether the Grantor would have ultimately been responsible for such third-party claims, fines, payments, fees, sums or costs unless such claim arises from or relates to the gross negligence or willful misconduct of Grantee. Any amounts which the Grantor must pay to the Grantee hereunder are payable upon demand and, if unpaid, shall bear interest per annum at the default rate set forth in the Note, and such amounts, with interest, shall be added to the indebtedness secured hereby and shall be secured by this Mortgage. The foregoing indemnifications shall survive the repayment of the indebtedness secured by the Mortgage and the discharge, release and/or assignment of the Mortgage.

Section 5. <u>Further Advances</u>. Upon request of Grantor, Grantee may, at its sole option, from time to time make further advances to Grantor, provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the sum of ________________________ ($________________), and if the foregoing is left blank, such maximum amount shall be the Loan Amount unless otherwise agreed to by the parties in accordance with the terms of the Loan Documents. Grantor shall execute and deliver to Grantee a note or other agreement evidencing each and every such further advance, with such terms and conditions as Grantee may require. Grantor or any other party liable therefor shall pay, when due, all such further advances, with interest and other charges thereon, as applicable. All such further advances, and each note or agreement evidencing the same, shall be secured hereby. All provisions of this Mortgage shall apply to each further advance. Nothing herein contained, however, shall limit the amount secured by this Mortgage if such amount is increased by any amounts paid by Grantee to protect the security. The word "Grantor" as used in this paragraph includes any successor in ownership of the Premises.

Section 6. Condominium Rider. If the Mortgaged Premises are a condominium, a Condominium Rider shall be attached to this Mortgage, and Grantor covenants and agrees to promptly perform, or cause to be performed, the additional covenants set forth therein, which additional covenants are hereby incorporated in this Mortgage by reference.

Section 7. Right of Redemption. In the event that any prior mortgage exists as a Permitted Exception or otherwise, Grantor covenants and agrees that Grantor will, at all times, fully perform and comply with all agreements, covenants, terms and conditions imposed on the Grantor under any such prior mortgage(s) and if Grantor fails to do so, Grantee may (but shall not be obligated to) declare such failure to be an Event of Default hereunder and or may take any action Grantee deems necessary or desirable to prevent or to cure any default by Grantor and the performance or compliance with any of Grantor's covenants or obligations under any prior mortgage(s). Grantor hereby transfers and assigns to the Grantee, its successors and assigns, the Grantor's equity of redemption of any such prior mortgage(s), including the right to demand an accounting of said prior mortgage(s), the right to make full or partial payment upon said prior mortgage(s), and the right to demand assignment of said prior mortgage(s) and the note(s) secured by same. Any sums of money advanced by Grantee to cure Grantor's defaults under any prior mortgage(s) shall be added to the indebtedness secured hereby. Grantor shall immediately, on receiving any knowledge or notice of any default under any prior mortgage(s), give written notice to Grantee. Grantor assigns any proceeds that may belong to Grantor resulting from the foreclosure sale of the Mortgaged Premises by the holder of the prior mortgage(s).

Section 8. Financial Statements. In addition to the financial statements required of Grantor under Section 3.19 hereof, Grantor hereby covenants and agrees to deliver or cause to be delivered to Grantee the financial statements as required by the Loan Agreement of even date herewith.

Section 9. Relation to Other Debts Owed by Grantor to Grantee. The Loan shall be cross-collateralized and cross-defaulted with all other debts of the Grantor due to Grantee. Accordingly, Grantor covenants and agrees that a default by Grantor under the Loan Documents shall constitute a default under any other loan documents evidencing any other debts of the Grantor due to Grantee (the "Related Loan Documents") for which all of the rights and remedies provided thereunder to Grantee may be exercised, and likewise a default by Grantor under any of the Related Loan Documents shall constitute a default under this Mortgage for which all the rights and remedies provided hereunder to Grantee may be exercised.

Section 10. Existence, Authority, and Organization of Grantor. With respect to the existence, authority and organization of Grantor, the grantor also covenants and agrees with Grantee that without Grantee's prior consent there shall be: (a) no amendments or changes to any organizational documents of the Grantor, whether filed with the State or otherwise, including without limitation any articles of incorporation or organization, bylaws, partnership agreements, operating agreements, shareholder agreements, trust agreements, etc.; (b) no liquidation, termination or dissolution of the Grantor; (c) no transfer, pledge, assignment, sale, termination or other disposition of any assets or corporate stock, membership interest, or any other form of ownership or beneficiary interest respecting the Grantor, either voluntarily, involuntarily or by operation of law; and (d) no additional shareholders, members, partners, or other type of owner or beneficiary to said Grantor.

Section 11. Binding on Successors and Assigns. The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee, as applicable. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 12. Loan Commitment Letter. Reserved.

Section 13. Waiver of Jury Trial. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND GRANTEE, BY ITS ACCEPTANCE OF THE NOTE, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THIS MORTGAGE, OR ANY OTHER OF THE LOAN DOCUMENTS.

Section 14. Waiver. GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES GRANTEE MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. FURTHER, GRANTOR HEREBY WAIVES, TO THE EXTEND PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENTS, HOMESTEAD, EXEMPTION, STAY, REDEMPTION, AND MORATORIUM LAWS, WHICH ARE NOT IN FORCE OR MAY HEREAFTER BECOME LAWS.

Section 15. Notices. Any notice, demand, request or other communication which is made hereunder shall be in writing and sufficient if (i) delivered by personal service, (ii) mailed by first class registered or certified United States mail, postage prepaid, return receipt requested, or (iii) delivered by overnight express United States mail or by a nationally recognized overnight courier service, to the address set forth in the first paragraph of this Mortgage or such other address which either party may provide to the other in writing. The date of receipt of any such notice shall be deemed to be, and shall be effective from: (i) the date of actual delivery of such notice if personal service is used; (ii) receipt, refusal to accept or return to sender due to impossibility of delivery if first class registered or certified United States mail is used; or (iii) one (1) day after the same is deposited in the United States mail if overnight express United States mail is used and one day after the same is delivered to an overnight courier service if such overnight courier service is used.

Section 16. Construction. This Mortgage shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. Wherever possible each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of such provision or the remaining provisions of this Mortgage.

Section 17. Sealed Instrument. This Mortgage shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 16th day of the month of June, 2016.

WITNESS: ______________________

FEDEQ DV005, LLC

____

Jonathan J. Cox, its Manager

STATE OF FLORIDA
MIAMI-DADE, SS

Before me, on this 16th day of June, 2016, personally appeared Jonathan J. Cox, the Manager of FEDEQ DV005, LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me, ______________________
Notary Public/Attorney at Law
Printed Name: Lloyd Cox
My commission Expires: 4-9-18

LLOYD COX
MY COMMISSION EXPIRES
APR 09, 2018
#FF111368
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A

LOT 1

A certain lot or parcel of land located along the northerly sideline of Elm Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

COMMENCING at the northerly sideline corner of Elm Street and Somerset Street as shown on a plan titled "Amended Subdivision Recording Plat for Midtown Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013 as revised through May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, recorded at the Cumberland County Registry of Deeds in Plan Book 216, Pages 217-218;

THENCE running northwesterly 176.95 feet along Elm Street on a curve to the left with a radius of 438.26 feet and a chord bearing and distance of N 69° 50' 41" W 175.75 feet to a point;

THENCE N 81° 24' 41" W 4.19 feet along Elm Street to the **POINT OF BEGINNING.**

THENCE N 81 ° 24' 41" W 33.19 feet along Elm Street to a point of curvature;

THENCE running northwesterly 135.72 feet along Elm Street on a curve to the right with a radius of 380.26 feet and a chord bearing and distance of N 71° 11' 16" W 135.02 feet to a point;

THENCE S 29° 02' 19" W 8.00 feet along Elm Street to a point;

THENCE running northwesterly 44.45 feet along Elm Street on a curve to the right with a radius of 388.26 feet and a chord bearing and distance of N 57° 40'54"W 44.42 feet to a point at the southerly corner of land now or formerly of Marginal Way, LLC;

THENCE N 69° 26' 06" E 165.34 feet along said Marginal Way, LLC to a point;

THENCE N 62° 32' 28" E 77.74 feet along said Marginal Way, LLC to a point;

THENCE S 05° 59' 38" E 130.44 feet along land now or formerly of the City of Portland to a point;

THENCE S 50° 11' 34" W 46.00 feet along said City of Portland to the **POINT OF BEGINNING.**

Said lot or parcel of land contains 19,990 square feet, more or less, and is Lot 1 as shown on said Amended Subdivision Recording Plat.

LOT 3

A certain lot or parcel of land located along the northerly sideline of Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

COMMENCING at the northerly sideline corner of Elm Street and Somerset Street as shown on a plan titled "Amended Subdivision Recording Plat for Midtown Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013 as revised through May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, recorded at the Cumberland County Registry of Deeds in Plan Book 216, Pages 217-218;

THENCE N 49° 00' 22" E 16.27 feet along the northwesterly line of Somerset Street to the **POINT OF BEGINNING.**

THENCE N 63° 10' 10" W 95.66 feet to a point;

THENCE N 05° 59' 38" W 62.77 feet to a point;

THENCE N 49° 00' 22" E 437.82 feet to a point along the southwesterly line of Chestnut Street as shown on said Amended Recording Plat;

THENCE S 40° 59' 38" E 140.00 feet along Chestnut Street to a point along the northwesterly line of Somerset Street;

THENCE S 49° 00' 22" W 437.72 feet to the **POINT OF BEGINNING.**

Said lot or parcel of land contains 63,811 square feet, more or less, and is Lot 3 as shown on said Amended Recording Plat

LOT 7

A certain lot or parcel of land located along the northerly sideline of Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

BEGINNING at the westerly sideline corner of the Possible Extension of Pearl Street, and Somerset Street as shown on a plan titled "Amended Subdivision Recording Plat for Midtown Development Plan Sheet 1 of 2 on Somerset Street, Portland, Maine made for FEDEQ DV001, LLC" dated April 10, 2013 as revised through May 10, 2016 by Owen Haskell, Inc. Falmouth, Maine, to be recorded at the Cumberland County Registry of Deeds;

THENCE S 49° 00' 22" W 151.00 feet along Somerset Street to a point;

THENCE N 40° 59' 38" W 130.00 feet along Lot 6 and land now or formerly of the City of Portland to a point;

THENCE N 49° 00' 22" E 78.00 feet along the City of Portland to a point;

THENCE N 40° 59' 38" W 21.00 feet along the City of Portland to a point;

THENCE N 49° 00' 22" E 73.00 feet along the City of Portland to a point at the northwesterly end of the Possible Extension of Pearl Street;

THENCE S 40° 59' 38" E 151.00 feet along the Possible Extension of Pearl Street to the **POINT OF BEGINNING.**

Said lot or parcel of land contains 21,163 square feet, more or less, and is Lot 7 as shown on said Amended Subdivision Recording Plat.

Said Lot 7 herein described is subject to a certain Public Pedestrian Access Easement to the City of Portland of varying width running along the northwesterly line of Somerset Street and the southwesterly line of the Possible Extension of Pearl Street, to be recorded and as shown on said Amended Subdivision Recording Plat.

Said Lot 7 herein described is subject to a Limited Open Space Use Easement Benefitting The City of Portland of variable width as shown on said Amended Subdivision Recording Plat, more particularly bounded and described as follows:

A certain lot or parcel of land located northwesterly of, but not adjacent to, Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

COMMENCING at the westerly sideline corner of Somerset Street and The Possible Extension of Pearl Street.

THENCE S 49° 00' 22" W 181.00 feet along the northwesterly line of Somerset Street as shown on said plan to a point;

THENCE N 40° 59' 38" W 81.01 feet through Lot 6 as shown on said plan to the **POINT OF BEGINNING**;

THENCE N 40° 59' 38" W 44.99 feet through Lot 6 to a point along the southeasterly boundary line now or formerly of the City of Portland as shown on said plan;

THENCE N 49° 00' 22" E 30.00 feet along said City of Portland land to a point at the northerly corner of Lot 6, said point being located along the southwesterly line of Lot 7 as shown on said plan;

THENCE N 40° 59' 38" W 4.00 feet along said City of Portland land and line of Lot 7 to a point;

THENCE N 49° 00' 22" E 78.00 feet along said City of Portland land and line of Lot 7 to a point;

THENCE S 40° 59' 38" E 48.99 feet through Lot 7 to a point;

THENCE S 49° 00' 22" W 108.00 feet through Lot 7 and Lot 6 to the **POINT OF BEGINNING**.

Said lot or parcel of land contains 5171 square feet, more or less, and is located partially on Lot 6 and partially on Lot 7 as shown on said plan.

Said Lot 7 herein described is benefitted by a certain Revocable License for Installation and Maintenance of Utilities and a Revocable License for Grading and Drainage of near or even date herewith and to be recorded in the Cumberland County Registry of Deeds, on land now or formerly of the City of Portland of variable width as shown on said Amended Subdivision Recording Plat, more particularly bounded and described in said licenses and as follows:

A certain lot or parcel of land located northwesterly of, but not adjacent to, Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

COMMENCING at the westerly sideline corner of Somerset Street and The Possible Extension of Pearl Street.

THENCE N 40° 59' 38" W 151.00 feet along the southwesterly line of The Possible Extension of Pearl Street as shown on said plan to the **POINT OF BEGINNING**;

THENCE S 49° 00' 22" W 73.00 feet along Lot 7 as shown on said plan to a point;

THENCE S 40° 59' 38" E 21.00 feet along Lot 7 to a point;

THENCE S 49° 00' 22" W 10.00 feet along Lot 7 to a point;

THENCE N 40° 59' 38" W 20.61 feet through land now or formerly of the City of Portland shown as Lot 9 on said plan to a point;

THENCE S 39° 22' 54" W 10.86 feet through said City of Portland land to a point;

THENCE S 42° 22' 19" W 64.94 feet through said City of Portland land to a point;

THENCE S 41° 00' 32" E 15.29 feet through said City of Portland land to a point;

THENCE S 49° 00' 22" W 72.71 feet along Lot 6 as shown on said plan to a point;

THENCE N 41° 00' 32" W 21.94 feet through said City of Portland land to a point;

THENCE N 42° 22' 19" E 136.00 feet through said City of Portland land to a point;

THENCE N 39° 22' 54" E 72.27 feet through said City of Portland land to a point;

THENCE N 41° 02' 28" W 10.14 feet through said City of Portland land to the easterly property corner of land now or formerly of 161 Marginal Way LLC as shown on said plan;

THENCE N 41° 02' 28" W 43.00 feet along said 161 Marginal Way LLC land to a point;

THENCE N 49° 00' 22" E 20.02 feet through said City of Portland land to a point;

THENCE S 87° 16' 35" E 27.70 feet through said City of Portland land to a point;

THENCE S 40° 59' 38" E 5.00 feet through said City of Portland land to a point;

THENCE N 84° 05' 10" E 20.69 feet through said City of Portland land to a point;

THENCE N 28° 31' 08" E 15.21 feet through said City of Portland land to a point;

THENCE N 59° 22' 54" E 31.41 feet through said City of Portland land to a point;

THENCE S 61° 28' 51" E 5.00 feet through said City of Portland land to a point;

THENCE S 40° 59' 38" E 6.82 feet through said City of Portland land to a point along land now or formerly of E. Perry Iron & Metal Co. as shown on said plan;

THENCE S 49° 00' 22" W 24.24 feet along said E. Perry Iron & Metal Co. land to a point;

THENCE S 40° 59' 38" E 20.01 feet along said E. Perry Iron & Metal Co. land to a point;

THENCE S 31° 04' 42" W 28.43 feet along said E. Perry Iron & Metal Co. land to a point;

THENCE S 50° 13' 09" E 1.25 feet along said E. Perry Iron & Metal Co. land to a point at the northwesterly end of The Possible Extension of Pearl Street;

THENCE S 49° 00' 22" W 28.15 feet along the end of The Possible Extension of Pearl Street to the **POINT OF BEGINNING.**

Said lot or parcel of land contains 9332 square feet, more or less.

Said Lot 7 herein described is benefitted by a certain Revocable License for Installation and Maintenance of Utilities and a Revocable License for Grading and Drainage of near or even date herewith and to be recorded in the Cumberland County Registry of Deeds on land now or formerly of the City of Portland of variable width, located within The Possible Extension of Pearl Street as shown on said Amended Subdivision Recording Plat, more particularly bounded and described in said licenses and as follows:

A certain lot or parcel of land located along the northwesterly line of Somerset Street in the City of Portland, Cumberland County, State of Maine, more particularly bounded and described as follows:

BEGINNING at the westerly sideline corner of Somerset Street and The Possible Extension of Pearl Street.

THENCE N 40° 59' 38" W 151.00 feet along the southwesterly line of The Possible Extension of Pearl Street to a point;

THENCE N 49° 00' 22" E 28.15 feet along the northwest end of The Possible Extension of Pearl Street to a point along land now or formerly of E. Perry Iron & Metal Co. as shown on said plan;

THENCE S 50° 13' 09" E 26.72 feet along land of E. Perry Iron & Metal Co. to a point;

THENCE N 82° 12' 51" E 8.60 feet along land of E. Perry Iron & Metal Co. to a point;

THENCE S 45° 30' 09" E 120.29 feet along land of E. Perry Iron & Metal Co. to a point along the northwest line of Somerset Street;

THENCE S 49° 00' 22" W 49.09 feet along the northwest line of Somerset Street to the **POINT OF BEGINNING**.

Said lot or parcel of land contains 6288 square feet, more or less, and represents the Possible Extension of Pearl Street as shown on said plan.

Received
Recorded Register of Deeds
Mar 20,2018 03:33:27P
Cumberland County
Nancy A. Lane

State of Maine, Cumberland SS.
Registry of Deeds
Received June 16, 20 16
at 3 h 40m P M and recorded in
Plan Book 216 Page 217
Attest: [signature] Register

LICENSE NOTES

1. THE FOLLOWING LICENSES SET FORTH IN NOTES 1A, 1B, 1C, AND 1D ARE NOT SHOWN ON THIS PLAN. THE LOCATION AND TERMS AND CONDITIONS OF SUCH LICENSES ARE FURTHER DESCRIBED IN CITY COUNCIL ORDER 142–15/16 OR AS OTHERWISE DESCRIBED BELOW.

1A. A LICENSE FOR SUBSURFACE PILINGS, PILE CAPS AND BUILDING FOUNDATIONS GENERALLY ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY PROPERTY LINE OF LOT 3 AND BURDENING LOT 4 AND THE CHESTNUT STREET AND SOMERSET STREET RIGHTS OF WAY.

1B. A LICENSE FOR SUBSURFACE PILINGS, PILE CAPS, AND BUILDING FOUNDATIONS GENERALLY ALONG THE NORTHWESTERLY AND SOUTHEASTERLY PROPERTY LINES OF THE SOMERSET RIGHT OF WAY AND LOT 6 AND 7 AND BURDENING THE SOMERSET STREET RIGHT OF WAY AND LOT 9.

1C. LICENSES FOR THE FEDEQ DV001, LLC ("FEDERATED") OR ITS DESIGNATED ASSIGNEES TO MAINTAIN STEPS, RAMPS AND THE RELATED ACCESSIBLE LANDINGS AND TO MAINTAIN PLANTERS WITHIN PORTIONS OF THE ELM STREET, CHESTNUT STREET AND SOMERSET STREET RIGHTS OF WAY, AND UPON THE AREA DESIGNATED AS THE POTENTIAL EXTENSION OF PEARL STREET, AS WELL AS THE RIGHTS TO CONSTRUCT AND MAINTAIN PHYSICAL IMPROVEMENTS TO BE ADDED TO THE TRAIL SYSTEM UPON LOTS 4 AND 9.

1D. A LICENSE BENEFITING LOTS 1, 3, 6 AND 7 TO CONSTRUCT, OPERATE AND MAINTAIN WATER QUALITY TREATMENT SYSTEMS UPON PORTIONS OF THE SOMERSET STREET, CHESTNUT STREET, ELM STREET, AND PEARL STREET.

EASEMENT NOTES

1. ALL EASEMENTS CREATED BY AND SHOWN ON THE PRIOR APPROVED SUBDIVISION PLAN THAT ARE NOT EXPRESSLY SHOWN OR REFERENCED ON THIS PLAN ARE EXTINGUISHED, INCLUDING, WITHOUT LIMITATION, THE UNDERPASS EASEMENT ON LOT 1 AND 3, GEOTHERMAL EASEMENT, FORMER LOCATION OF THE TRAIL CORRIDOR EASEMENT AND ALL OTHER EASEMENT ON LOTS 1, 6, AND 7 CREATED BY AND SHOWN ON THE PRIOR AMENDED SUBDIVISION PLAN.

GENERAL NOTES

1. THIS AMENDED SUBDIVISION PLAN AMENDS AND REPLACES THE SUBDIVISION RECORDING PLAT ENTITLED "SUBDIVISION RECORDING PLAT OF PROPERTY LOCATED ON BAYSIDE RAILYARD, PORTLAND, MAINE PREPARED FOR DOWNTOWN PORTLAND CORPORATION BY SGC ENGINEERING, LLC. DATED OCTOBER 30, 2008 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 209, PAGE 36 (THE "PRIOR APPROVED SUBDIVISION PLAN") IN ALL RESPECTS AND SUCH PRIOR SUBDIVISION IS HEREBY EXTINGUISHED.

2. THE CITY OF PORTLAND SHALL RETAIN A FOUR FOOT WIDE STRIP OF LAND ALONG THE NORTHERLY SIDELINE OF SOMERSET STREET TO BE ADDED TO THE SOMERSET STREET RIGHT OF WAY, IN ORDER TO INCREASE THE WIDTH OF SOMERSET STREET ADJOINING LOTS 3, 6 & 7 FROM 50 FEET TO 54 FEET.

3. THIS AMENDED SUBDIVISION PLAN AMENDS LOTS 1 THROUGH 8 FROM THE PRIOR APPROVED SUBDIVISION PLAN. THE EASTERLY SIDE OF LOT 9 REMAINS UNCHANGED FROM THE PRIOR APPROVED SUBDIVISION PLAN AND IS SHOWN ON THE PRIOR APPROVED SUBDIVISION PLAN. THERE IS NO LONGER A LOT 2, 5 & 8 IN THE SUBDIVISION.

4. ALL WATER QUALITY TREATMENT DEVICES ASSOCIATED WITH THE midtown PROJECT AND LOCATED IN THE PUBLIC R.O.W. PURSUANT TO A LICENSE AGREEMENT SHALL BE PRIVATELY MAINTAINED BY THE DEVELOPER, ITS HEIRS OR ASSIGNS.

5. ALL RAMPS, STAIRS, PLANTERS AND RETAINING WALLS ASSOCIATED WITH THE midtown PROJECT AND LOCATED IN THE PUBLIC R.O.W. PURSUANT TO A LICENSE AGREEMENT SHALL BE PRIVATELY MAINTAINED BY THE DEVELOPER, ITS HEIRS OR ASSIGNS.

6. REFER TO AMENDED SUBDIVISION RECORDING PLAT FOR MIDTOWN DEVELOPMENT, PLAN SHEET 2 OF 2 (C–1.21), FOR CITY OF PORTLAND PLANNING BOARD CONDITIONS OF APPROVAL.

7. LOTS 1, 3, 6 AND 7 ARE LOCATED IN ZONE 'C' "AREAS OF MINIMAL FLOODING", AS DEFINED ON FLOOD INSURANCE RATE MAP FOR THE CITY OF PORTLAND, COMMUNITY–PANEL NUMBER 230051 0013 B, WITH AN EFFECTIVE DATE OF JULY 17, 1986.

8. THE SURVEYED PREMISES ARE LOCATED IN THE B–7 URBAN COMMERCIAL BUSINESS DISTRICT AS SHOWN ON THE OFFICIAL ZONING MAP FOR THE CITY OF PORTLAND PREPARED IN JUNE 2008.

9. EXISTING AND PROPOSED UTILITIES ARE SHOWN ON PLAN SHEETS C–4.1, C–4.2, C–4.3 UTILITY PLANS AS INCLUDED IN PLANNING BOARD APPROVAL MARCH 3, 2015 FOR MIDTOWN PROJECT.

10. LOT DATA INCLUDING TOTAL NUMBER OF RESIDENTIAL UNITS ARE SHOWN ON PLAN SHEETS C–1.5, C–1.6 AND C–1.7.

LEGEND

- AREA TO BE INCLUDED IN CHESTNUT STREET ROW
- MEWS – ACCESS EASEMENT BENEFITING THE CITY OF PORTLAND
- PORTION OF PROPOSED ROW NOT CONTROLLED BY CITY OF PORTLAND
- ACCESS, GRADING, DRAINAGE AND UTILITY LICENSE FOR LOTS 1, 3, 6 & 7
- LIMITED OPEN SPACE USE EASEMENT BENEFITING THE CITY OF PORTLAND
- ■ PROPOSED 3' O/S MONUMENT

GRAPHIC SCALE
0 20' 40' 80'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE (FEET)
L1	N 50°11'34" E	3.39'
L2	S 39°48'26" E	7.89'
L3	N59°04'41"E	58.90'
L4	S40°58'52"E	0.25'
L5	N 50°11'34" E	11.40'
L6	DELETED	
L7	S40°58'52"E	2.53'
L14	DELETED	
L15	DELETED	
L16	DELETED	
L17	DELETED	
L18	DELETED	
L19	DELETED	
L20	DELETED	
L21	N41°00'32"W	21.94'
L22	N42°22'19"E	136.00'
L23	N39°22'54"E	72.27'
L24	N49°00'22"E	20.02'
L25	S87°16'35"E	27.70'
L26	S40°59'38"E	5.00'
L27	N84°05'10"E	20.69'
L28	N28°31'08"E	15.21'
L29	N59°22'54"E	31.41'
L30	S61°28'51"E	5.00'
L31	S40°59'38"E	6.82'
L32	S49°00'22"W	24.24'
L33	N40°59'38"W	48.99'
L34	S49°00'22"W	108.00'
L35	S41°00'32"E	15.29'
L36	S42°22'19"W	64.94'
L37	S39°22'54"W	10.86'
L38	N40°59'38"W	20.61'

APPROVAL - CITY OF PORTLAND PLANNING BOARD

[signature] 5/10/16
DATE

[signature]
CHAIRPERSON

CERTIFICATE:

OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

STATE OF MAINE JOHN W. SWAN NO. 1038 PROFESSIONAL LAND SURVEYOR

5/10/16
DATE

JOHN W. SWAN, PLS NO. 1038

OWNER OF RECORD:
CITY OF PORTLAND C.C.R.D. BOOK 27870 PAGE 299

05.10.16	REVISED PER CITY COMMENTS
04.14.16	FINAL SUBDIVISION PLANS WITH CONDITIONS OF APPROVAL
02.23.16	FINAL SUBDIVISION PLANS WITH CONDITIONS OF APPROVAL
02.17.16	FINAL SUBDIVISION PLANS WITH CONDITIONS OF APPROVAL
01.21.15	REVISED PER CITY COMMENTS AND RESUBMITTED FOR CITY REVIEW
12.01.14	REVISED FOR LEVEL III SUBMISSION AND RESUBMITTED FOR CITY REVIEW
11.14.14	FINAL LEVEL III SUBMISSION TO CITY OF PORTLAND
10.17.14	PRELIMINARY LEVEL III SUBMISSION

AMENDED SUBDIVISION RECORDING PLAT FOR MiDTOWN DEVELOPMENT, PLAN SHEET 1 OF 2

ON
SOMERSET STREET, PORTLAND, MAINE
MADE FOR
FEDEQ DV001, LLC
PO BOX 37008 MIAMI FL, 33137–4110

OWEN HASKELL, INC.
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drwn By	EB	Date	Job No.
Trace By	JLW	APRIL 10, 2013	2012–180 P
Check By	JWS	Scale	Drwg. No.
Book No.	FILE	1" = 40'	C–1.2

V:\1953\active\195350127\3062B\Cadd\Permit Set\dwg\3062-SUBDIVISION Midtown OHI.dwg dedavis 5/10/2016 12:08 PM

ASSESSOR EXHIBIT 10

Portland Maine | Yes. Google's good here.

Christopher Huff <chuff@portlandmaine.gov>

Fwd: Midtown

Christopher Huff <chuff@portlandmaine.gov> Fri, Jun 11, 2021 at 1:25 PM
To: Christopher Huff <chuff@portlandmaine.gov>

---------- Forwarded message ---------
From: **Christine Grimando** <cdg@portlandmaine.gov>
Date: Thu, Jun 10, 2021 at 8:26 PM
Subject: Re: Midtown
To: Michael Goldman <mig@portlandmaine.gov>

Hi Michael,

Planning & Urban Development has not received a new application since the project expired, and I've not been contacted about a new application by the property owners. The only applications to be submitted to the City from 2018 onward are a building permit application that was filed in February 2018 (Permit Number: 201800144, denied), and a ZBA application in May of that year (ZBA-000083-2018, denied).

Christine

Christine Grimando, AICP
Director
Planning & Urban Development Department
389 Congress Street
Portland, Maine 04101
cdg@portlandmaine.gov

On Thu, Jun 10, 2021 at 4:40 PM Michael Goldman <mig@portlandmaine.gov> wrote:

> Hi Christine -
> To your knowledge, in the time since the conditional site plan approval for the Midtown project expired in March 2018, have the owners of the property ever filed any applications for any type of development entitlements or requests for regulatory approvals for the property?
> Thank you.
> Michael
>
> Michael I. Goldman
> Associate Corporation Counsel
> City of Portland
> 389 Congress Street
> Portland, Maine 04101
> 207-874-8428
> mig@portlandmaine.gov

Solid Advice
CPTM
Solid Values

CERTIFIED MAIL: 7017 2620 0000 1725 5272

May 4, 2021

Board of Assessment Review
389 Congress Street
Room 211
Portland, ME 04101

Re: Applications for Tax Abatement 2020-2021

To Whom It May Concern:

Enclosed, please find the 2020-2021 property tax abatement application for the property listed below.

Taxpayer Name	Parcel ID	Address	Assessment
Auburn Terrace LLC	372-A-033-001	246 Auburn Street	$9,116,400

Please note we are the Tax Agent for this property. **Please send or copy us on all correspondence relating to this property.**

On December 30, 2020 we appealed the above property to the Portland Assessor. On March 23, 2021, the Assessor notified us that he was not reducing the value of this property. We are therefore requesting a review of the property by the Board of Assessment Review. Enclosed with this letter is our original appeal application and an income approach. I have enclosed two copies of this letter. Please stamp one copy "received" and send it back to me in the envelope provided.

Once you have had an opportunity to review this application and income approach, please feel free to contact me so that we may meet to discuss further. Should you have any questions or require further information, please call me at (603) 314-0135 extension 506.

Sincerely,

Patrick Bigg
Senior Tax Consultant
Commercial Property Tax Management, LLC

RECEIVED
MAY - 6 2021
By

PB/prb

Enclosures

cptax.com

Commercial Property Tax Management, LLC
345 Cilley Road, Suite 1, Manchester, NH 03103
tel. 603.314.0135 fax. 603.314.0138

APPLICATION FOR ABATEMENT OF PROPERTY TAXES
UNDER TITLE 36 SECTION 841 MRSA

Name(s) of Applicant(s) Auburn Terrace LLC

Address of Applicant(s) c/o Patrick Bigg, Commercial Property Tax Management LLC, 345 Cilley Road, Suite 1, Manchester NH 03103

Daytime Telephone # 603-314-0135

Property Identification (Chart, Block, Lot and/or Tax ID #) 372-A-033-001

Tax Year for which Abatement is Requested 2020-2021

Assessed Value of Real Estate 9,116,400

Abatement Requested in Real Estate Value 2,486,700

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Abatement Requested in Personal Property Value (if applicable) ______

Reason(s) for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes) The property is over-assessed relative to the common level.

Please attach a separate sheet as needed.

To the Tax Assessor, City of Portland, Maine

In accordance with provisions of Title 36 Section 841 MRSA, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

12/29/2020
Date

Signature of Applicant

THIS APPLICATION MUST BE SIGNED.

SEPARATE APPLICATION SHOULD BE FILED FOR EACH SEPARATELY ASSESSED PARCEL OF REAL ESTATE CLAIMED TO BE OVERVALUED.

							164.00

Auburn Terrace Apartments, Portland, ME
Fiscal Year 2020-2021
246 Auburn Street
Map and Lot 372-A-033-001

Stabilized Rental Income Pro Forma

Unit Type	Living Area	Number of Units			Market Rent	Total Monthly	Total Annual
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NET OPERATING INCOME	**$662,900**	**$635,200**	**$778,100**	**$909,200**	**$843,600**		**$5,144**

Capitalization Process

DIRECT CAPITALIZATION	Overall Rate		Effective Tax Rate		Capitalization Rate	Value	Per Unit
Proforma N.O.I. Capitalized at	8.00%	(+)	1.795%	(=)	9.795%	**$8,612,672**	$52,516
LESS: Deferred Maintenance						$0	
PLUS: Excess Land						$0	
Indicated Market Value						$8,612,672	$52,516
			FINAL MARKET VALUE ESTIMATE			**$8,610,000**	$52,500
			2020-2021 Assessment			**$9,116,400**	$55,588
			2020-2021 Equalized Value @ 77%			**$11,839,481**	**$72,192**

TOWN/CITY OF PORTLAND

STATE OF MAINE

AGENT AUTHORIZATION

TAXPAYER: **Auburn Terrace LLC**

AGENT FIRM: **Commercial Property Tax Management, LLC**
345 Cilley Road, Suite 1
Manchester, NH 03103
Telephone: 603-314-0135
Fax: 603-314-0138

SPECIFIC AGENTS: Commercial Property Tax Management LLC and its Tax Consultants

PROPERTY/PARCEL(S): Parcel ID: 372-A-033-001; 246 Auburn Street

On behalf of Taxpayer, Taxpayer authorizes **Commercial Property Tax Management, LLC** to sign and file applications for changed assessments, inspect all Assessor's records available to Taxpayer, negotiate and execute stipulations, settlements and similar agreements regarding changed assessments and procedural matters with the Assessor and Assessment Appeals Board, and represent Taxpayer at hearings before the Assessment Appeals Board. Agents shall provide Taxpayer with a copy of any application filed with the Assessment Appeals Board. Agents shall also be copied on all documents pertaining to the assessment, abatement, hearing notifications and findings of the above-referenced property. This agency is subject to the terms and conditions of the contract between Taxpayer and Agents and is for:

[Check applicable box]

_√_ The specific parcels and/or assessments referenced above.

___All parcels and assessments of Taxpayer in the above-named jurisdiction.

TAXPAYER:

Auburn Terrace LLC

By: Ken Redford

DATED: **December 16, 2020**

Name: Ken Redford

Title: CFO of Harbor Management, Authorized Agent

Solid Advice
CPTM
Solid Values

345 Cilley Road
Suite 1
Manchester, NH 03103

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7017 2620 0000 1725 5272

PITNEY BOWES
US POSTAGE
02 7H
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MAY 04 2021
MAILED FROM ZIP CODE 03103

Board of Assessment Review
389 Congress Street
Room 211
Portland, ME 04101

04101$3566 C004

CITY OF PORTLAND
Assessor's Office
Christopher A. Huff, CMA

DATE: June 10, 2021
TO: City of Portland Board of Assessment Review
FROM: Christopher Huff, City Tax Assessor
RE: FY21 Abatement Appeal; Auburn Terrace, LLC; Parcel ID 372-A-033-001 (the "Property")

TIMELINE

4/1/2020 Assessed value for the April 1, 2020 assessment date (Fiscal Year 2021):
$1,339,900 Land Value for 12.48 acre lot
$7,776,500 Building Value for 164 apartment units spread over 18 buildings
$ 9,116,400 Total Assessed Value

1/4/2021 Commercial Property Tax Management LLC (CPTM) (Auburn Terrace's agent) submits Application for Abatement appealing assessed value for over- valuation

3/23/2021 Assessor's review completed. Letter mailed denying abatement request.

5/6/2021 Property owner's agent appeals Assessor's decision to Board of Assessment Review.

6/14/2021 Board of Assessment Review hearing scheduled

LIST OF ATTACHMENTS

Taxpayer's Submissions:

- Application for Abatement of Property Taxes, submitted 1/4/2021 [EXHIBIT #1]
- Abatement application packet submission to the Board of Assessment Review, submitted 5/6/2021 [EXHIBIT #2]

Assessor's Exhibits:

- 2020 (FY21) Property record card for 372-A-033-001 [EXHIBIT #3]
- Assessor's notice of denial for FY21 abatement request [EXHIBIT #4]
- Aerial photo of the parcel [EXHIBIT #5]
- 2019 Auburn Terrace Income & Expense Documentation [EXHIBIT #6]
- 2021 Auburn Terrace Income & Expense Documentation [EXHIBIT #7]
- Assessor's Reconstructed I&E Statement [EXHIBIT #8]
- Current Capitalization Rate (Cap Rate) information [EXHIBITS #9, 10, 11]
- 2021 Deering – Riverton Multi-Family Housing Report [EXHIBIT 12]

389 Congress Street • Portland, Maine 04101 • 207-874-8486
assessors@portlandmaine.gov • www.portlandmaine.gov

ASSESSOR'S SUMMARY

- Article IX, §8 of the Maine Constitution provides that "All taxes upon real and personal estate, assessed by authority of this State, shall be apportioned and assessed equally according to the just value thereof." According to the Maine Supreme Judicial Court, "Just value means market value." *Terfloth v. Town of Scarborough,* 2014 ME 57, ¶ 11, 90 A.3d 1131; *Weekley v. Town of Scarborough*, 676 A.2d 932, 934 (Me. 1996)

- Assessments must be supported by two findings*: 1)* the property must be assessed at its fair market value*, and 2) t*he property must be assessed at a relatively uniform rate with comparable property in the district*. Terfloth v. Town of Scarborough*, 2014 ME 57, ¶ 11, 90 A.3d 1131.

- The City's Assessor's assessment of the Property is presumed to be valid. *Petrin v. Town of Scarborough*, 2016 ME 136, ¶ 14, 147 A.3d 842, 849. Auburn Terrace has the burden of proving to the Board of Assessment Review that "the assessed value of the property is 'manifestly wrong.'" In order to do so, Auburn Terrace must demonstrate "(1) that [the] property was substantially overvalued and an injustice resulted from the overvaluation; (2) that there was unjust discrimination in the valuation of the property; or (3) that the assessment was fraudulent, dishonest, or illegal." *Id.; City of Waterville v. Waterville Homes, 655 A.2d 365 (Me. 1995); Yusem v. Raymond, supra.; Weekley v. Town of Scarborough, 676 A.2d 932 (Me. 1996); Southwest Harbor v. Harwood, supra.; Northeast Empire Limited Partnership #2 v. Ashland, supra; Terfloth v. Town of Scarborough, 2014 ME 57, 90 A.3d 1131.*

- As set forth in 36 M.R.S. 848-A, "In any proceedings relating to a protested assessment, it is a sufficient defense of the assessment that it is accurate within reasonable limits of practicality, except when a proven deviation of 10% or more from the relevant assessment ratio of the municipality or primary assessing area exists."

- In order to maintain 100% market value ratio, a revaluation of all properties would need to be conducted each year. An annual revaluation is not practical, so equitable assessments ensure fairness. If all assessed values reflect market values as of a certain point in time, then equity is maintained.

ASSESSOR'S RESPONSE

- All Portland property assessments are generated from valuation models created from an analysis of qualified property sales, national construction cost guides and submitted income and expense documents. These models are created, statistically tested and applied to groups of properties during a revaluation project.

- The assessed value of the property was subject to an informal appeal hearing at the time of the last revaluation in 2006. The applied valuation model, using market rent rates for the time, computed a higher value than what the property owners income and expense statement indicated at the time. The value was adjusted and set during that appeal.

- The assessed value of the Property has remained unchanged since the 2006 revaluation. The value represents 100% of market value as of 4/1/2006. Portland's assessment ratio for 2020 (FY21) was 77%. The $9,116,400 assessed value represents an indicated 2020 market value of $11,839,500.

- For the current 2021 Portland Revaluation Project, the Assessor sent requests for income and expense statements to commercial multi-family owners in 2019 and 2021, requesting data for 2017 through 2020. The property owner submitted complete documentation for both of these requests. (Exhibits 6 and 7).

- On May 4, 2021, Auburn Terrace, through its agent, CPTM, filed an appeal to the Board of Assessment Review (Exhibit 2). Attached to the appeal is income and expense data that contradicts the information in Exhibits 6 and 7, which Auburn Terrace had submitted previously. I prepared the reconstructed 2020 Income and Expense statement (Exhibit 8), which outlines these differences.

- In their original submission, Auburn Terrace indicated 2020 Net Operating Income of $1,044,835, but in its appeal, CPTM included figures that are inconsistent with the original information submitted by Auburn Terrace, including a substantially lower Net Operating Income of $843,600 (See Exhibits 2, 6, 7, 8). The result is a 23% difference (over $200,000) in Net Operating Income and a 6% difference in expenses between the pro formas submitted by Auburn Terrace and CPTM. CPTM also included in its pro forma a capitalization rate of 9.795%, which is excessively high. That rate should be no more than 9.0% (See Exhibits 8-12). As demonstrated below, the disparate, and apparently incorrect numbers submitted by CPTM drastically lower CPTM's Final Market Value estimate for the Property.

- The most prominent method of determining fair market value for a commercial property is the Income Approach method which is derived by dividing Net Operating Income by a capitalization rate. In the pro forma that CPTM submitted with its appeal, CPTM appears to have calculated its Fair Market Value Estimate of $8,612,672 by dividing $843,600 by 9.795%. Based on the information Auburn Terrace originally submitted to the Assessor, however, the 2020 fair market value of the Property should be approximately $11,609,300, based on Net Operating Income of $1,044,835 and a capitalization rate of 9.00%. That value is consistent with the Assessor's estimate of $11,839,500 for the 2020 fair market value of the Property.

- For the reasons set forth in this memorandum and its attachments, the Assessor requests that the Board of Assessment Review conclude that the Assessor assessed the Property at its fair market value and at a relatively uniform rate with comparable properties, and that Auburn Terrace has failed to meet its burden of proving that the property is substantially overvalued or that the assessment was otherwise manifestly wrong.

APPLICATION FOR ABATEMENT OF PROPERTY TAXES
UNDER TITLE 36 SECTION 841 MRSA

Name(s) of Applicant(s) Auburn Terrace LLC

Address of Applicant(s) c/o Patrick Bigg, Commercial Property Tax Management LLC, 345 Cilley Road, Suite 1, Manchester NH 03103

Daytime Telephone # 603-314-0135

RECEIVED

JAN 04 2021

Property Identification (Chart, Block, Lot and/or Tax ID #) 372-A-033-001

Tax Year for which Abatement is Requested 2020-2021

Assessed Value of Real Estate 9,116,400

Abatement Requested in Real Estate Value 2,486,700

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Reason(s) for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes) The property is over-assessed relative to the common level.

Please attach a separate sheet as needed.

To the Tax Assessor, City of Portland, Maine

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12/29/2020
Date

Signature of Applicant

THIS APPLICATION MUST BE SIGNED.

SEPARATE APPLICATION SHOULD BE FILED FOR EACH SEPARATELY ASSESSED PARCEL OF REAL ESTATE CLAIMED TO BE OVERVALUED.

TOWN/CITY OF PORTLAND

STATE OF MAINE

AGENT AUTHORIZATION

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By: Ken Redford

Name: Ken Redford

Title: CFO of Harbor Management, Authorized Agent

DATED: **December 16, 2020**

Solid Advice
CPTM
Solid Values

CERTIFIED MAIL: 7017 2620 0000 1725 5111

December 30, 2020

City of Portland
Assessor's Office
389 Congress Street
Room 115
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MAY - 6 2021
By

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LESS: Deferred Maintenance						$0	
PLUS: Excess Land						$0	
Indicated Market Value						$8,612,672	$52,516
			FINAL MARKET VALUE ESTIMATE			**$8,610,000**	$52,500
			2020-2021 Assessment			**$9,116,400**	$55,588
			2020-2021 Equalized Value @ 77%			**$11,839,481**	**$72,192**

TOWN/CITY OF PORTLAND

STATE OF MAINE

AGENT AUTHORIZATION

TAXPAYER: **Auburn Terrace LLC**

AGENT FIRM: **Commercial Property Tax Management, LLC**
345 Cilley Road, Suite 1
Manchester, NH 03103
Telephone: 603-314-0135
Fax: 603-314-0138

SPECIFIC AGENTS: Commercial Property Tax Management LLC and its Tax Consultants

PROPERTY/PARCEL(S): Parcel ID: 372-A-033-001; 246 Auburn Street

On behalf of Taxpayer, Taxpayer authorizes **Commercial Property Tax Management, LLC** to sign and file applications for changed assessments, inspect all Assessor's records available to Taxpayer, negotiate and execute stipulations, settlements and similar agreements regarding changed assessments and procedural matters with the Assessor and Assessment Appeals Board, and represent Taxpayer at hearings before the Assessment Appeals Board. Agents shall provide Taxpayer with a copy of any application filed with the Assessment Appeals Board. Agents shall also be copied on all documents pertaining to the assessment, abatement, hearing notifications and findings of the above-referenced property. This agency is subject to the terms and conditions of the contract between Taxpayer and Agents and is for:

[Check applicable box]

_√_The specific parcels and/or assessments referenced above.

___All parcels and assessments of Taxpayer in the above-named jurisdiction.

TAXPAYER:

Auburn Terrace LLC

By: Ken Redford

DATED: **December 16, 2020**

Name: Ken Redford

Title: CFO of Harbor Management, Authorized Agent

Solid Advice
CPTM
Solid Values

345 Cilley Road
Suite 1
Manchester, NH 03103

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7017 2620 0000 1725 5272

PITNEY BOWES
US POSTAGE
02 7H $ 007.65⁰
0001305588 MAY 04 2021
MAILED FROM ZIP CODE 03103

Board of Assessment Review
389 Congress Street
Room 211
Portland, ME 04101

04101$3566 C004

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**PARCEL ID: 372 A033001**	**Class: 17**	Card: 1 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

372 A033001 04/19/2019

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Value Flag OVERRIDE **Effective Date of Value**
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ______________________

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 1 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	8
Total Units	10
Grade	C
# Covered Parking	
# Uncovered Parking	236
DBA	NORTH DEERING GARDENS

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		8	20		1							
2	Open Area Motel Dwlg		46	2		1							
2	Porch, Open Upper		8	4		4							

Interior/Exterior Information

Line	Level From	- To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	5,256	412	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	5,348	416	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	5,256	Apartment	56		261,900
2	5,348	Apartment	56		258,030

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy	Fun	Value
1	Asph Pav	1972			1	87,954	C	3	3	164,900

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 1 of 7	Printed: June 9, 2021

Addtional Property Photos

372 A033001 04/19/2019

372 A033001 04/19/2019

372 A033001 04/19/2019

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 1 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 1 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	4	1	\0	32	9,000	288,000
2	011	Apartment	4	2	\0	32	11,280	360,960
3	011	Apartment	2	3	\0	16	13,500	216,000

Building Cost Detail - Building 1 of 7

Total Gross Building Area	84,832
Replace, Cost New Less Depr	519,930
Percent Complete	100
Number of Identical Units	8
Economic Condition Factor	
Final Building Value	4,159,440
Value per SF	49.03

Notes - Building 1 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

tyler
clt division

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST | **PARCEL ID: 372 A033001** | **Class: 17** | Card: 2 of 7 | Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

372 A033001 04/19/2019

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Value Flag OVERRIDE **Effective Date of Value**
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ____________________

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 2 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	1
Total Units	9
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		8	20		1							
2	Porch, Open Upper		4	8		4							
2	Open Area Motel Dwlg		44	1		1							

Interior/Exterior Information

Line	Level From	To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	4,316	348	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	4,316	344	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	4,316	Apartment	56		216,910
2	4,316	Apartment	56		209,100

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

Addtional Property Photos

372 A033001 04/19/2019

372 A033001 04/19/2019

372 A033001 04/19/2019

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 2 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 2 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	8	2	\0	8	11,280	90,240
2	011	Apartment	1	3	\0	1	13,500	13,500

Building Cost Detail - Building 2 of 7

Total Gross Building Area	8,632
Replace, Cost New Less Depr	426,010
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	
Final Building Value	426,010
Value per SF	49.35

Notes - Building 2 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	PARCEL ID: 372 A033001	Class: 17	Card: 3 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

372 A033001 04/19/2019

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Effective Date of Value

Value Flag OVERRIDE
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ______________________

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 3 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	1
Total Units	3
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		8	20		1
2	Open Area Motel Dwlg		44	1		1
2	Open Area Motel Dwlg		96	1		1

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units

Interior/Exterior Information

Line	Level From	To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	2,300	212	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	2,396	214	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	2,300	Apartment	56		120,600
2	2,396	Apartment	56		117,910

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

Addtional Property Photos

372 A033001 04/19/2019

372 A033001 04/19/2019

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 3 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 3 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	3	3	\0	3	13,500	40,500

Building Cost Detail - Building 3 of 7

Total Gross Building Area	4,696
Replace, Cost New Less Depr	238,510
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	
Final Building Value	238,510
Value per SF	50.79

Notes - Building 3 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**PARCEL ID: 372 A033001**	**Class: 17**	Card: 4 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

372 A033001 04/19/2019

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Value Flag OVERRIDE **Effective Date of Value**
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ______________________________

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 4 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	5
Total Units	12
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		8	20		1							
1	Porch Covered		4	8		6							
2	Porch, Open Upper		4	8		6							

Interior/Exterior Information

Line	Level From	- To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	5,616	408	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	5,616	408	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	5,616	Apartment	56		280,280
2	5,616	Apartment	56		268,530

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

Addtional Property Photos

372 A033001 04/19/2019

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 4 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 4 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	12	2	\0	60	11,280	676,800

Building Cost Detail - Building 4 of 7

Total Gross Building Area	56,160
Replace, Cost New Less Depr	548,810
Percent Complete	100
Number of Identical Units	5
Economic Condition Factor	
Final Building Value	2,744,050
Value per SF	48.86

Notes - Building 4 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	PARCEL ID: 372 A033001	Class: 17	Card: 5 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

372 A033001 04/19/2019

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Effective Date of Value

Value Flag OVERRIDE
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ______________________

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 5 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	1
Total Units	4
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		8	20		1							
2	Open Area Motel Dwlg		184	1		1							

Interior/Exterior Information

Line	Level From	To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	2,392	252	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	2,576	256	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

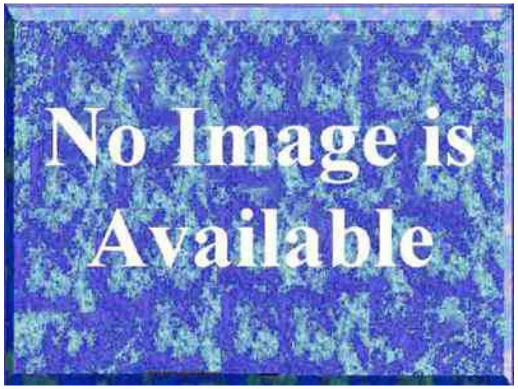
Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	2,392	Apartment	56		128,000
2	2,576	Apartment	56		129,300

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

Addtional Property Photos



tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 5 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 5 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	4	3	\0	4	13,500	54,000

Building Cost Detail - Building 5 of 7

Total Gross Building Area	4,968
Replace, Cost New Less Depr	257,300
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	
Final Building Value	257,300
Value per SF	51.79

Notes - Building 5 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	**PARCEL ID: 372 A033001**	**Class: 17**	Card: 6 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

Living Units	164
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	

Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,339,900	1,339,900	3,651,900	3,651,900	0
Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Effective Date of Value

Value Flag OVERRIDE
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
03/13/90	MWO	Entry & Sign	Tenant

Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ______________________

tyler clt division

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 6 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Club House
Identical Units	1
Total Units	
Grade	D
# Covered Parking	
# Uncovered Parking	
DBA	AUBURN TERRACE

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Open		8	30		1							
1	Overhead Dr-Wood/Mtl		8	10		1							

Interior/Exterior Information

Line	Level From - To		Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	3,114	270	Office Enclosure	9	Frame	Wood Frame/Joist/B	Normal	Electric	None	Normal	3	0

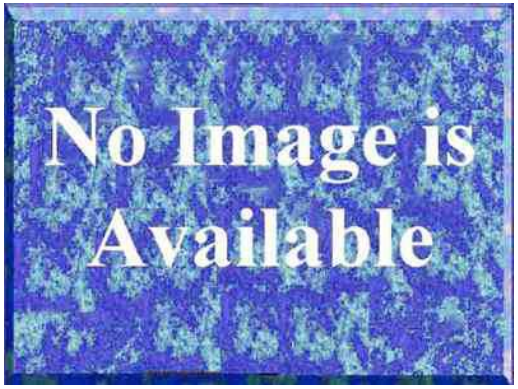
Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	3,114	Office Enclosure	20		34,850

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

Addtional Property Photos



COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	Parcel Id: 372 A033001	Class: 17	Card: 6 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

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01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 6 of 7

Line	Use Type	Per Bldg	Beds	Baths	Units	Rent	Income

Building Cost Detail - Building 6 of 7

Total Gross Building Area	3,114
Replace, Cost New Less Depr	34,850
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	
Final Building Value	34,850
Value per SF	11.19

Notes - Building 6 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	PARCEL ID: 372 A033001	Class: 17	Card: 7 of 7	Printed: June 9, 2021

CURRENT OWNER

AUBURN TERRACE LLC
246 AUBURN ST
PORTLAND ME 04103
14535/302 02/09/1999

GENERAL INFORMATION

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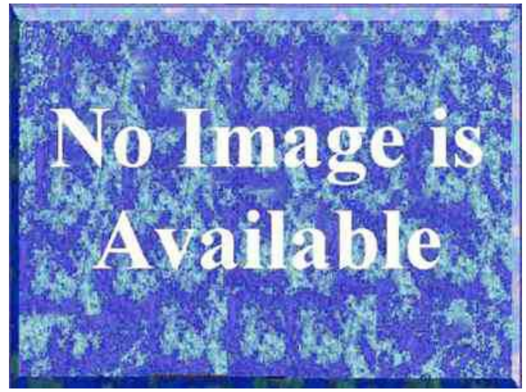
Neighborhood	402
Alternate ID	24226
Vol / Pg	14535/302
District	7
Zoning	RESIDENTIAL
Class	



Property Notes

372-A-33 373-B-1
383-A-8
AUBURN ST 246-296
543489 SF

Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	SF	543,489	Shape/Size		3,651,930

Total Acres: 12.4768
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Building	7,776,500	7,776,500	8,348,900	11,599,700	0
Total	9,116,400	9,116,400	12,000,800	15,251,600	0

Manual Override Reason
Base Date of Value
Effective Date of Value
Value Flag OVERRIDE
Gross Building:

Entrance Information

Date	ID	Entry Code	Source
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Permit Information

Date Issued	Number	Price	Purpose	% Complete

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
02/09/99	3,716,761	Land & Building	Valid Sale	14535/302		AUBURN TERRACE LLC

Inspection Witnessed By ____________________

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 7 of 7	Printed: June 9, 2021

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	1
Total Units	8
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	?

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units
1	Porch, Enclosed		20	8		1							
2	Porch, Open Upper		8	4		4							

Interior/Exterior Information

Line	Level From	- To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	3,208	288	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3
2	02	02	100	3,208	288	Apartment	9	Frame	Wood Frame/Joist/B	Normal	Hot Water/St	None	Normal	3	3

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	3,208	Apartment	56		165,300
2	3,208	Apartment	56		158,540

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

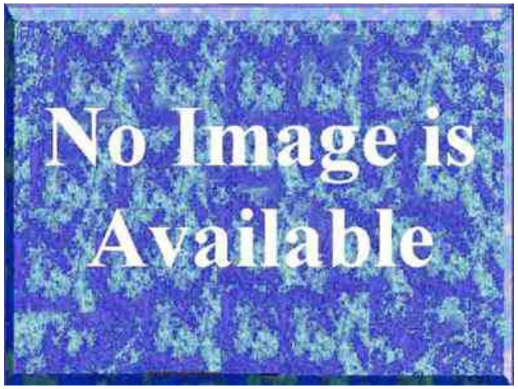
tyler
clt division

COMMERCIAL PROPERTY RECORD CARD 2020

CITY OF PORTLAND

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 7 of 7	Printed: June 9, 2021

Addtional Property Photos



tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2020 **CITY OF PORTLAND**

Situs : 246 AUBURN ST	**Parcel Id: 372 A033001**	**Class: 17**	Card: 7 of 7	Printed: June 9, 2021

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Apartment/Units	164	165,704		110	2,003,232	3		0	1,943,135	30			582,941	582,941	1,360,194
23	S	001	Warehouse	0	3,114	4.50	110	15,414	5		0	14,643	15			2,196	2,196	12,447

Apartment Detail - Building 7 of 7

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	4	1	\0	4	9,000	36,000
2	011	Apartment	4	2	\0	4	11,280	45,120

Building Cost Detail - Building 7 of 7

Total Gross Building Area	6,416
Replace, Cost New Less Depr	323,840
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	
Final Building Value	323,840
Value per SF	50.47

Notes - Building 7 of 7

49662

Income Summary (Includes all Building on Parcel)

Total Net Income	1,372,641
Capitalization Rate	0.090000
Sub total	15,251,570
Residual Land Value	
Final Income Value	15,251,570
Total Gross Rent Area	168,818
Total Gross Building Area	168,818

CITY OF PORTLAND
Assessor's Office
Christopher A. Huff, CMA

March 23, 2021

AUBURN TERRACE LLC
% PATRICK BIGG, COMM PROP TAX MGMT LLC
345 CILLEY RD, STE 1
MANCHESTER, NH 03103

RE: 246 AUBURN ST, PORTLAND MAINE
CBL: 372-A-033-001

Dear Sir/Madam:

As requested, the Assessor's Department has completed a review of your property valuation. Based upon the information that we have available; it is our opinion that the property is not over valued for tax assessment purposes and we will not be making a reduction in value for the current tax year (FY21). The assessed value is within an acceptable range of the current market value of the property.

Please note that under Maine law the burden of proof rests upon the taxpayer to provide evidence or documentation that the property is valued in excess of its just value. Just value as ruled by Maine case law is essentially synonymous with fair market value. Title 36 M.R.S.A. section 848A states: "In any proceedings relating to a protested assessment, it is sufficient defense of the assessment that it is accurate within reasonable limits of practicality, except when a proven deviation of 10% or more from the relevant (overall) assessment ratio of the municipality or primary assessing area exists."
You have the right to appeal this decision within 60 days of the date of this notice to:

Board of Assessment Review
389 Congress Street, Room 211
Portland, Maine 04101
Telephone number 207-874-8480.

If you require additional property tax information please contact the City Assessor's office at telephone number: 207-874-8486.

Finally, as you may be aware, the City of Portland is currently conducting a revaluation of all parcels effective 4/1/21 for the FY22 tax bill cycle. Notices of new assessed values will be sent to all property owners in late May 2021. This will start an informal hearing process, conducted remotely, with our revaluation vendor, Tyler Technologies. The notice you receive will have instructions on how to schedule one of these remote informal appeal hearings. This informal appeal process is another option to you to for appealing your valuation.

Sincerely,

Christopher A Huff
Tax Assessor

CAH/BS


383 A004
515,884 Sq. Ft
72,600 Sq. Ft 383 A016
6,981 Sq. Ft
379 F021
379 F023
7,408 Sq. Ft
379 F011
9,489 Sq. Ft
379 F009
379 F022
23,920 Sq. Ft
21,798 Sq. Ft
383 A011
379 F010
21,387 Sq. Ft
379 F018
9,457 Sq. Ft
142,036 Sq. Ft
383 A008
379 F019
9,305 Sq. Ft
379 F020
13,964 Sq. Ft
8,020 Sq. Ft
379 A040
379 A041
8,127 Sq. Ft
8,050 Sq. Ft
379 A042
543,469 Sq. Ft
372 A033
379 A023
12,664 Sq. Ft
379 A004
11,740 Sq. Ft
13,090 Sq. Ft
384,693 Sq. Ft
373 B001
373 B002
10,846 Sq. Ft
285,546 Sq. Ft
373 B005
99,752 Sq. Ft
43,362 Sq. Ft
373 B003
028 Feet
(2 of 2)
Parcels Details
Assessor's Details More info
Google Details More info
Parcel ID 372 A033001
Parcel Type Tax
Street Number 246
Street Name AUBURN ST
Unit Number
Owner AUBURN TERRACE LLC
Owner Address 246 AUBURN ST
Owner City PORTLAND
Owner Street ME
Zoom to

383 A027
515,884 Sq. Ft
383 A004
72,600 Sq. Ft 383 A016
6,981 Sq. Ft
379 F021
379 F023
7,408 Sq. Ft
379 F011
9,489 Sq. Ft
379 F009
15,976 Sq
379 F0
21,788 Sq. Ft
383 A011
379 F022
23,920 Sq. Ft
379 F010
21,387 Sq. Ft
142,036 Sq. Ft
383 A008
379 F018
9,457 Sq. Ft
379 F019
9,305 Sq. Ft
379 F020
13,964 Sq. Ft
8,020 Sq. Ft
379 A040
379 A041
8,127 Sq. Ft
8,050 Sq. Ft
379 A042
543,489 Sq. Ft
372 A033
379 A023
12,664 Sq. Ft
379 A004
11,740 Sq. Ft
13,090 Sq. Ft
384,693 Sq. Ft
373 B001
373 B002
10,846 Sq. Ft
285,546 Sq. Ft
373 B005
43,362 Sq. Ft
373 B003
99,752 Sq. Ft
373 A015
028 Feet
(2 of 2)
Parcels Details
Assessor's Details More info
Google Details More info
Parcel ID 372 A033001
Parcel Type Tax
Street Number 246
Street Name AUBURN ST
Unit Number
Owner AUBURN TERRACE LLC
Owner Address 246 AUBURN ST
Owner City PORTLAND
Owner Street ME
Zoom to

2019 CITY OF PORTLAND REVALUATION PROJECT
COMMERCIAL INCOME & EXPENSE DATA WORKSHEET

tyler

*Annual Income and Expense Statement for **Years 2017 and 2018***

PROPERTY ADDRESS: 246 Auburn St. Portland, ME

PROPERTY USE (check all that apply): ☑ Apartment ☐ Office ☐ Retail ☐ Mixed Use ☐ Shopping Center ☐ Industrial ☐ Other ______

CHECK HERE IF ANY PART OF THIS PROPERTY IS OWNER OCCUPIED: ☐

Business Name or DBA: Auburn Terrace LLC

1. Total gross building area (Including owner-occupied space) ______ Sq. Ft.
2. Owner-occupied area ______ Sq. Ft.
3. Net Leasable area ______ Sq. Ft.
4. Number of rental units, including owner-occupied ______
5. Number of parking spaces ______
6. Actual Year Built, if known ______
7. Year Remodeled ______

ACTUAL GROSS INCOME		2017	2018
9. Apartment Rents (From Schedule A)		$	$
10. Office Rents (From Schedule B)		$	$
11. Retail Rents (From Schedule B)		$	$
12. Mixed Rents (From Schedule B)		$	$
13. Shopping Center Rents (From Schedule B)		$	$
14. Industrial Rents (From Schedule B)		$	$
15. Other Rents (From Schedule B)		$	$
16. Parking Rents		$	$
17. Other Misc Income (e.g. CAM, INS or TAX Reimbursement)		$	$
18. TOTAL ACTUAL GROSS INCOME	=	$	$
19. Less, losses from vacancy and collection loss	-	$	$
20. EFFECTIVE GROSS ANNUAL INCOME	=	$	$

LESS ACTUAL EXPENSES		2017	2018
21. Heating fuel costs Type: ______			
22. Electricity			
23. Water and sewer			
24. Trash Removal			
25. Payroll (not including management)			
26. Supplies			
27. Management			
28. Insurance			
29. Common Area Maintenance			
30. Leasing Fees/Commissions/Advertising			
31. Legal and Accounting			
32. Elevator maintenance			
33. Tenant improvements			
34. General repairs			
35. Other (specify) ______			
36. Other (specify) ______			
37. Other (specify) ______			
38. Reserves for Replacement			
39. Security			
40. TOTAL ACTUAL EXPENSES	=		
41. NET OPERATING INCOME (Line 20 – Line 40)			

DO NOT INCLUDE TAXES, DEPRECIATION OR MORTGAGE PAYMENTS AS AN EXPENSE

COMMENTS:

RECEIVED
JUL 25 2019
DEPT OF ASSESSOR
CITY OF PORTLAND, ME

CBL: 372 A033001 Property Location: 246 AUBURN ST

PLEASE COMPLETE THE ATTESTATION SECTION ON THE TOP OF PAGE 3 AND RETURN NO LATER THAN FRIDAY, AUGUST 16th, 2019

PROPERTY ADDRESS: ____________________

SCHEDULE A - APARTMENT RENT SCHEDULE

Unit Type	No. Of Units				Unit Size	Monthly Rent		Typical Lease Term
	Total	Rented	Rooms	Baths	Sq. Ft.	Per Unit	Total	
Efficiency								
1 Bedroom								
2 Bedroom								
3 Bedroom								
4 Bedroom								
Other rentable units								
Owner/manager occupied								
Subtotal								
Parking								
Other income (specify)								
TOTAL								

~ Complete this section for apartment rentals only ~

ITEMS INCLUDED IN RENT

(Check all that apply)

- ☐ Heat
- ☐ Furnishings
- ☐ Electricity
- ☐ Security
- ☐ Other Utilities
- ☐ Pool
- ☐ Air conditioning
- ☐ Tennis Courts
- ☐ Stove/Refrigerator
- ☐ Parking
- ☐ Dishwasher
- ☐ Garbage disposal
- ☐ Other (specify):

SCHEDULE B - OTHER NON-APARTMENT RENT SCHEDULE

~ Complete this section for all other rental areas, except for apartments ~

Tenant Name	Floor Location	Lease Terms				Annual Rent		Parking		Interior Finish		
		Start Date	End Date	Sq. Ft. Rented	Base Mthly Rent $	Escal/CAM/ Overage	Total Rent $	# of Spaces	Annual Rent $	Owner Provided	Tenant Provided	If Owner Provided, $ Cost to Fit Up/Renovate
TOTAL												

PLEASE COMPLETE THE ATTESTATION SECTION ON THE TOP OF PAGE 3

PLEASE SIGN AND DATE THIS ATTESTATION:

I HEREBY DECLARE THAT THE FOREGOING INFORMATION, ACCORDING TO THE BEST OF MY KNOWLEDGE, MEMORY AND BELIEF, IS A COMPLETE AND TRUE STATEMENT OF ALL INCOME AND EXPENSES ATTRIBUTABLE TO THE ABOVE IDENTIFIED PROPERTY.

Signature: RF   Name (Print): Raquel Flores   Date: 7/26/19

Title: Property Accountant   Telephone #: (781) 691-7321

*** PLEASE RETURN NO LATER THAN FRIDAY, AUGUST 16th, 2019 ***

Purchase Price Verification

~ Complete this section ONLY if the property was purchased within the last 5 years ~

Purchase Price $ ______ Down Payment: $ ______ Purchase Date: ______

Selling Broker: ______ Broker Telephone #: ______

Date of Last Appraisal: ______ Appraisal Firm: ______ Appraised Value: $ ______

First Mortgage: $ ______ Interest Rate: ______ % Payment Schedule Term: ______ Years ☐ Fixed ☐ Variable

Did the purchase price include monies allocated for: Furniture? $ ______ Equipment? $ ______ Other? $ ______

PROPERTY CONDITION: ______ **ESTIMATE OF REPAIRS NEEDED AT THE TIME OF SALE:** $ ______

Has the property been listed for sale since your purchase? ☐Yes ☐No

If yes, provide list price: $ ______ Date listed: ______ Listing broker: ______ Broker's Telephone #: ______

COMMENTS: Please explain any special circumstances, or extraordinary factors that affected the purchase price, e.g., vacancy, seller motivation, conditions of sale, property condition, favorable seller financing, etc. Use this area for any other helpful information or comments.

Unit Type Occupancy Summary Report

Printed on: 7/26/19 10:42 am

Community = North Deering (11)
Effective Date = 12/31/2017
Amenities Mode = All
Summary Mode = Standard

Occupancy Summary	Occupied	Vacant	Offline	Total
Unit Count	160	4		164
Sq Feet	137,350	3,070		140,420
Percentage	97.6 %	2.4 %		

Vacancy Exposure	Ready To Rent	Not Ready	Vacant Leased	On Notice	Net Vacancy	Move-Ins MTD	Move-Outs MTD
Unit Count	0	4	4	4	4	3	4
Percentage	0.0 %	2.4 %	2.4 %	2.4 %	2.4 %	1.8 %	2.4 %

Rental rates	Occupied	$ Per Sq Ft	Pct	Vacant	$ Per Sq Ft	Pct	Total	$ Per Sq Ft	Pct
GP Rent	135,845	0.99	97.8 %	3,100	1.01	2.2 %	138,945	0.99	100.0 %
Actual Rent	151,816	1.11	100.0 %	0	0.00	0.0 %	151,816	1.08	109.3 %
Loss To Lease	(12,871)	(0.12)							

Summary By Unit Type

Unit Type	Total Units	# Occup	% Occup	Avg Sq Ft	Total Sq Ft	Avg GPR $/Unit	Avg GPR $/Sq Ft	Avg Actual $/Unit	Avg Actual $/Sq Ft	GPR Rent	Actual Rent	Loss To Lease	Ready	Not Ready
One Bedroom	36	34	94 %	691	24,876	700	1.01	770	1.11	25,200	27,736	(2,536)	0	2
Three Bedroom	24	24	100 %	1,157	27,768	1,069	0.92	1,289	1.11	25,650	30,930	(5,280)	0	0
Two Bedroom	99	97	98 %	844	83,556	849	1.01	895	1.06	84,055	88,585	(4,530)	0	2
Two Bedroom Full Handicap	5	5	100 %	844	4,220	808	0.96	913	1.08	4,040	4,565	(525)	0	0
Total:	164	160	98 %	856	140,420	847	0.99	926	1.08	138,945	151,816	(12,871)	0	4

Preliminary- Subject to Audit

Printed: March 10, 2018 4:40 pm

AUBURN
For the Month Ended December 31, 2017

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
INCOME									
RENTAL									
TENANT RENTAL REVENUE	$ 1,256,694	$ 1,131,369	$ 125,325	11.1 %	$ 1,294,342	$ 1,362,858	$ (68,516)	(5.0) %	$ 1,362,858
TENANT ASSISTANCE PAYMENTS	500,693	557,241	(56,548)	(10.1)	553,996	478,842	75,154	15.7	478,842
VACANCY	$ (70,837)	$ (46,440)	(24,397)	(52.5)	(58,582)	(55,248)	(3,334)	(6.0)	(55,248)
CONCESSIONS OVER/UNDER	(5,546)	(4,800)	(746)	(15.5)	(3,653)	(4,800)	1,147	23.9	(4,800)
NET RENTAL INCOME	$ 1,681,004	$ 1,637,370	$ 43,634	2.7 %	$ 1,786,103	$ 1,781,652	$ 4,451	.2 %	$ 1,781,652
OTHER INCOME									
INTEREST EARNED	$ 1,214	$ 387	$ 827	213.8 %	$ 3,172	$ 1,080	$ 2,092	193.7 %	$ 1,080
REPLACEMENT RESERVE INTEREST	443	24	419	1,743.8	1,028	300	728	242.8	300
LAUNDRY INCOME	10,730	5,000	5,730	114.6	20,975	12,000	8,975	74.8	12,000
TENANT CHARGES	6,466	5,000	1,466	29.3	10,101	2,500	7,601	304.0	2,500
TOTAL OTHER INCOME	$ 18,852	$ 10,411	$ 8,441	81.1 %	$ 35,276	$ 15,880	$ 19,396	122.1 %	$ 15,880
TOTAL INCOME	$ 1,699,856	$ 1,647,781	$ 52,075	3.2 %	$ 1,821,379	$ 1,797,532	$ 23,847	1.3 %	$ 1,797,532
EXPENSES									
ADMINISTRATIVE									
MANAGEMENT CONSULTANTS	$ 0	$ 0	$ 0	0 %	$ 13,960	$ 0	$ (13,960)	0 %	$ 0
ADVERTISING & MARKETING	828	12,000	11,172	93.1	0	6,000	6,000	100.0	6,000
OTHER RENTING EXPENSES	5,422	1,200	(4,222)	(351.8)	973	5,300	4,327	81.6	5,300
OFFICE SALARIES	99,992	89,726	(10,266)	(11.4)	99,950	105,500	5,550	5.3	105,500
OFFICE EXPENSES	22,580	20,000	(2,580)	(12.9)	24,236	27,240	3,004	11.0	27,240
SOCIAL SERVICES COSTS	27,309	27,000	(309)	(1.1)	27,595	27,000	(595)	(2.2)	27,000
MANAGEMENT FEE	85,016	78,000	(7,016)	(9.0)	90,807	89,800	(1,007)	(1.1)	89,800
LEGAL	1,059	2,500	1,441	57.6	2,813	2,500	(313)	(12.5)	2,500
AUDIT	10,500	10,350	(150)	(1.4)	10,600	10,800	200	1.9	10,800
ADP FEE	13,776	13,776	0	0	13,776	13,776	0	0	13,776
BAD DEBTS	317	2,000	1,683	84.2	106	1,000	894	89.4	1,000
LOCAL TRAVEL COSTS	1,023	600	(423)	(70.4)	1,088	1,200	112	9.3	1,200
BANK CHARGES	700	492	(208)	(42.3)	626	800	174	21.8	800
TOTAL ADMINISTRATIVE EXPENSES	$ 268,522	$ 257,644	$ (10,878)	(4.2) %	$ 286,529	$ 290,916	$ 4,387	1.5 %	$ 290,916

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AUBURN
For the Month Ended December 31, 2017

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
UTILITIES									
ELECTRICITY	$ 18,981	$ 17,350	$ (1,631)	(9.4) %	$ 15,526	$ 18,400	$ 2,874	15.6 %	$ 18,400
WATER/SEWER	147,710	154,584	6,874	4.4	165,590	160,600	(4,990)	(3.1)	160,600
GAS	175,734	191,000	15,266	8.0	138,541	134,100	(4,441)	(3.3)	134,100
TOTAL UTILITIES	$ 342,425	$ 362,934	$ 20,509	5.7 %	$ 319,657	$ 313,100	$ (6,557)	(2.1) %	$ 313,100
REPAIRS AND MAINTENANCE									
PAYROLL REPAIR/MAINTENANCE	$ 68,853	$ 81,809	$ 12,956	15.8 %	$ 80,151	$ 73,900	$ (6,251)	(8.5) %	$ 73,900
SUPPLIES MAINTENANCE	39,351	27,700	(11,651)	(42.1)	43,147	31,100	(12,047)	(38.7)	31,100
REPLACEMENTS	35,762	74,000	38,238	51.7	69,394	68,750	(644)	(.9)	68,750
CONTRACT SECURITY	4,520	4,800	280	5.8	4,540	4,800	260	5.4	4,800
CONTRACT EXTERMINATING	15,053	15,000	(53)	(.4)	13,533	15,000	1,467	9.8	15,000
CONTRACT GROUNDS	41,639	37,965	(3,674)	(9.7)	55,149	41,000	(14,149)	(34.5)	41,000
CONTRACT JANITORIAL	16,123	7,800	(8,323)	(106.7)	11,867	7,800	(4,067)	(52.1)	7,800
SNOW REMOVAL	21,672	20,811	(861)	(4.1)	24,773	18,000	(6,773)	(37.6)	18,000
CONTRACT DECORATING/PAINTING	18,863	4,200	(14,663)	(349.1)	17,385	4,800	(12,585)	(262.2)	4,800
GARBAGE/TRASH	18,640	16,896	(1,744)	(10.3)	19,700	18,500	(1,200)	(6.5)	18,500
REPAIRS MAINTENANCE	25,581	24,900	(681)	(2.7)	103,350	100,300	(3,050)	(3.0)	100,300
REPAIRS EMERGENCY SYSTEMS	1,551	3,000	1,449	48.3	3,214	3,000	(214)	(7.1)	3,000
REPAIRS HVAC	20,286	25,200	4,914	19.5	12,254	18,000	5,746	31.9	18,000
REPAIRS PLUMBING	8,887	17,480	8,593	49.2	29,739	17,480	(12,259)	(70.1)	17,480
VEHICLE OPERATING/REPAIR	1,565	2,100	535	25.5	847	2,100	1,253	59.7	2,100
MISC MAINTENANCE EXPENSES	0	500	500	100.0	0	0	0	0	0
CONTRACT LABOR	0	8,000	8,000	100.0	0	4,000	4,000	100.0	4,000
TOTAL REPAIRS & MAINTENANCE	$ 338,345	$ 372,161	$ 33,816	9.1 %	$ 489,043	$ 428,530	$ (60,513)	(14.1) %	$ 428,530

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AUBURN
For the Month Ended December 31, 2017

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
TAXES & INSURANCE									
REAL ESTATE TAXES	$ 190,259	$ 190,427	$ 168	91.4 %	$ 194,909	$ 194,850	$ (59)	0 %	$ 194,850
PERSONAL PROPERTY TAXES	856	861	5	100.0	877	877	0	0	877
PAYROLL TAXES	12,528	11,400	(1,128)	91.3	12,932	14,600	1,668	11.4	14,600
INSURANCE	37,258	37,326	68	90.5	39,535	37,917	(1,618)	(4.3)	37,917
WORKMEN'S COMP INSURANCE	5,388	4,800	(588)	91.0	6,122	5,760	(362)	(6.3)	5,760
HEALTH INSURANCE/EMP BENEFITS	17,382	20,920	3,538	87.5	20,687	18,520	(2,167)	(11.7)	18,520
MISC TAX/INSURANCE	2,500	0	(2,500)	0	0	0	0	0	0
TOTAL TAXES AND INSURANCE	$ 266,171	$ 265,734	$ (437)	91.0 %	$ 275,061	$ 272,524	$ (2,538)	(.9) %	$ 272,524
TOTAL OPERATING EXPENSES	**$ 1,215,464**	**$ 1,258,473**	**$ 43,009**	**98.1 %**	**$ 1,370,290**	**$ 1,305,070**	**$ (65,220)**	**(5.0) %**	**$ 1,305,070**
NET OPERATING INCOME	**$ 484,392**	**$ 389,308**	**$ 95,084**	**92.8 %**	**$ 451,089**	**$ 492,462**	**$ (41,373)**	**(8.4) %**	**$ 492,462**
FINANCIAL									
MORTGAGE INTEREST 1	$ 159,613	$ 160,286	$ 673	.4 %	$ 151,254	$ 151,970	$ 716	.5 %	$ 151,970
MORTGAGE INTEREST 2	71,377	71,579	202	.3	67,774	67,991	217	.3	67,991
ASSET MANAGEMENT FEE	8,264	0	(8,264)	0	8,512	0	(8,512)	0	0
PARTNERSHIP EXPENSE	2,000	0	(2,000)	0	2,075	0	(2,075)	0	0
TOTAL FINANCIAL	$ 241,255	$ 231,865	$ (9,390)	(4.0) %	$ 229,615	$ 219,961	$ (9,654)	(4.4) %	$ 219,961
NET INCOME BEFORE AMORT & DEP	**$ 243,137**	**$ 157,443**	**$ 85,694**	**223.5 %**	**$ 221,474**	**$ 272,501**	**$ (51,027)**	**(18.7) %**	**$ 272,501**
AMORTIZATION AND DEPRECIATION									
DEPRECIATION	$ 268,967	$ 0	$ (268,967)	0 %	$ 274,681	$ 0	$ (274,681)	0 %	$ 0
AMORTIZATION	4,730	0	(4,730)	0	4,730	0	(4,730)	0	0
TOTAL AMORTIZATION & DEPRECIATION	$ 273,697	$ 0	$ (273,697)	0 %	$ 279,411	$ 0	$ (279,411)	0 %	$ 0
NET INCOME (LOSS)	$ (30,560)	$ 157,443	$ (188,003)	(49.6) %	$ (57,937)	$ 272,501	$ (330,438)	(121.3) %	$ 272,501

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AUBURN
For the Month Ended December 31, 2017

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
NET INCOME BEFORE AMORT & DEP	$ 243,137	$ 157,443	$ 85,694	223.5 %	$ 221,474	$ 272,501	$ (51,027)	(18.7) %	$ 272,501
CASH FLOW CALCULATION from NET INCOME BEFORE AMORT & DEP									
ADD THE FOLLOWING									
REP RESERVE W/D T Y FOR T Y	$ 0	$ 177,718	$ (177,718)	(100.0) %	$ 29,435	$ 143,718	$ (114,283)	(79.5) %	$ 143,718
ASSET MANAGEMENT FEE	$ 8,264	$ 0	$ 8,264	0 %	$ 8,512	$ 0	$ 8,512	0 %	$ 0
PARTNERSHIP EXPENSE	2,000	0	2,000	0	2,075	0	2,075	0	0
TOTAL ADDS FOR CASH FLOW	$ 10,264	$ 177,718	$ (167,454)	(94.2) %	$ 40,022	$ 143,718	$ (103,696)	(72.2) %	$ 143,718
DEDUCT THE FOLLOWING									
OPER DEFICIT ESC INTEREST T Y	$ 735	$ 40	$ (695)	(1,737.5) %	$ 2,300	$ 600	$ (1,700)	(283.4) %	$ 600
REP RESERVE FUNDING T Y	50,448	50,436	(12)	0	51,456	51,444	(12)	0	51,444
REP RESERVE INTEREST T Y	443	24	(419)	(1,743.8)	1,028	300	(728)	(242.8)	300
MORTGAGE PRINCIPAL PAID T Y	$ 124,145	$ 124,146	$ 1	0 %	$ 132,459	$ 132,458	$ (1)	0 %	$ 132,458
MORTGAGE 2 PRINCIPAL PAID T Y	49,702	49,778	76	.2	53,286	53,365	79	.1	53,365
SUB TOTAL OF ABOVE DEDUCTIONS	$ 225,473	$ 224,424	$ (1,049)	(.5) %	$ 240,530	$ 238,167	$ (2,363)	(1.0) %	$ 238,167
PROJECT 4 PLAYGROUND EQUIPMENT	$ 0	$ 6,450	$ 6,450	100.0 %	$ 0	$ 0	$ 0	0 %	$ 0
PROJECT 6 ROOF	34,560	35,488	928	2.6	88,575	89,488	913	1.0	89,488
PROJECT 11 BOILER	0	24,000	24,000	100.0	52,791	48,300	(4,491)	(9.3)	48,300
PROJECT 12 EXTERIOR LIGHTING	0	16,300	16,300	100.0	0	0	0	0	0
PROJECT 13 SECURITY CAMERAS	10,000	10,000	0	0	9,531	10,000	470	4.7	10,000
PROJECT 14 ENTRANCE SIGN	0	0	0	0	0	6,000	6,000	100.0	6,000
CAPITAL EXPENDITURES T Y	$ 44,560	$ 92,238	$ 47,678	51.7 %	$ 150,897	$ 153,788	$ 2,891	1.9 %	$ 153,788
TOTAL DEDUCTIONS FOR CASH FLOW	$ 270,033	$ 316,662	$ 46,629	14.7 %	$ 391,426	$ 391,955	$ 529	.1 %	$ 391,955
NET CASH FLOW	$ (16,631)	$ 18,499	$ (35,130)	2,653.2 %	$ (129,931)	$ 24,264	$ (154,195)	(635.5) %	$ 24,264

Unit Type Occupancy Summary Report

Printed on: 7/26/19 10:42 am

Community = North Deering (11)
Effective Date = 12/31/2018
Amenities Mode = All
Summary Mode = Standard

Occupancy Summary	Occupied	Vacant	Offline	Total
Unit Count	162	2		164
Sq Feet	138,885	1,535		140,420
Percentage	98.8 %	1.2 %		

Vacancy Exposure	Ready To Rent	Not Ready	Vacant Leased	On Notice	Net Vacancy	Move-Ins MTD	Move-Outs MTD
Unit Count	0	2	2	4	4	1	1
Percentage	0.0 %	1.2 %	1.2 %	2.4 %	2.4 %	0.6 %	0.6 %

Rental rates	Occupied	$ Per Sq Ft	Pct	Vacant	$ Per Sq Ft	Pct	Total	$ Per Sq Ft	Pct
GP Rent	152,500	1.10	98.9 %	1,750	1.14	1.1 %	154,250	1.10	100.0 %
Actual Rent	162,841	1.17	100.0 %	0	0.00	0.0 %	162,841	1.16	105.6 %
Loss To Lease	(8,591)	(0.07)							

Summary By Unit Type

Unit Type	Total Units	# Occup	% Occup	Avg Sq Ft	Total Sq Ft	Avg GPR $/Unit	Avg GPR $/Sq Ft	Avg Actual $/Unit	Avg Actual $/Sq Ft	GPR Rent	Actual Rent	Loss To Lease	Ready	Not Ready
One Bedroom	36	35	97 %	691	24,876	762	1.10	838	1.21	27,440	30,171	(2,731)	0	1
Three Bedroom	24	24	100 %	1,157	27,768	1,290	1.11	1,394	1.20	30,950	33,450	(2,500)	0	0
Two Bedroom	99	98	99 %	844	83,556	925	1.10	953	1.13	91,610	94,320	(2,710)	0	1
Two Bedroom Full Handicap	5	5	100 %	844	4,220	850	1.01	980	1.16	4,250	4,900	(650)	0	0
Total:	164	162	99 %	856	140,420	941	1.10	993	1.16	154,250	162,841	(8,591)	0	2

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AUBURN

For the Month Ended December 31, 2018

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
INCOME									
RENTAL									
TENANT RENTAL REVENUE	$ 1,294,342	$ 1,362,858	$ (68,516)	(5.0) %	$ 1,371,483	$ 1,413,696	$ (42,213)	(3.0) %	$ 1,413,696
TENANT ASSISTANCE PAYMENTS	553,996	478,842	75,154	15.7	562,528	496,704	65,824	13.3	496,704
VACANCY	$ (58,582)	$ (55,248)	(3,334)	(6.0)	(59,678)	(57,312)	(2,366)	(4.1)	(57,312)
CONCESSIONS OVER/UNDER	(3,653)	(4,800)	1,147	23.9	(847)	(4,000)	3,153	78.8	(4,000)
NET RENTAL INCOME	$ 1,786,103	$ 1,781,652	$ 4,451	.2 %	$ 1,873,486	$ 1,849,088	$ 24,398	1.3 %	$ 1,849,088
OTHER INCOME									
INTEREST EARNED	$ 3,172	$ 1,080	$ 2,092	193.7 %	$ 7,256	$ 3,240	$ 4,016	123.9 %	$ 3,240
REPLACEMENT RESERVE INTEREST	1,028	300	728	242.8	974	840	134	15.9	840
LAUNDRY INCOME	20,975	12,000	8,975	74.8	15,948	10,200	5,748	56.3	10,200
TENANT CHARGES	10,101	2,500	7,601	304.0	8,978	6,600	2,378	36.0	6,600
OTHER INCOME	0	0	0	0	7	0	7	0	0
TOTAL OTHER INCOME	$ 35,276	$ 15,880	$ 19,396	122.1 %	$ 33,162	$ 20,880	$ 12,282	58.8 %	$ 20,880
TOTAL INCOME	$ 1,821,379	$ 1,797,532	$ 23,847	1.3 %	$ 1,906,648	$ 1,869,968	$ 36,680	2.0 %	$ 1,869,968
EXPENSES									
ADMINISTRATIVE									
MANAGEMENT CONSULTANTS	$ 13,960	$ 0	$ (13,960)	0 %	$ 0	$ 0	$ 0	0 %	$ 0
ADVERTISING & MARKETING	0	6,000	6,000	100.0	0	500	500	100.0	500
OTHER RENTING EXPENSES	973	5,300	4,327	81.6	1,426	5,300	3,874	73.1	5,300
OFFICE SALARIES	99,950	105,500	5,550	5.3	104,593	107,543	2,950	2.7	107,543
OFFICE EXPENSES	24,236	27,240	3,004	11.0	23,182	25,800	2,618	10.1	25,800
SOCIAL SERVICES COSTS	27,595	27,000	(595)	(2.2)	27,864	27,810	(54)	(.2)	27,810
MANAGEMENT FEE	90,807	89,800	(1,007)	(1.1)	95,008	93,244	(1,764)	(1.9)	93,244
LEGAL	2,813	2,500	(313)	(12.5)	1,489	2,500	1,011	40.4	2,500
AUDIT	10,600	10,800	200	1.9	10,900	10,800	(100)	(.9)	10,800
ADP FEE	13,776	13,776	0	0	13,776	13,776	0	0	13,776
BAD DEBTS	106	1,000	894	89.4	(1,517)	1,000	2,517	251.7	1,000
LOCAL TRAVEL COSTS	1,088	1,200	112	9.3	1,019	1,000	(19)	(1.9)	1,000
BANK CHARGES	626	800	174	21.8	561	660	99	14.9	660
TOTAL ADMINISTRATIVE EXPENSES	$ 286,529	$ 290,916	$ 4,387	1.5 %	$ 278,302	$ 289,933	$ 11,631	4.0 %	$ 289,933

Preliminary- Subject to Audit

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AUBURN

For the Month Ended December 31, 2018

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
UTILITIES									
ELECTRICITY	$ 15,526	$ 18,400	$ 2,874	15.6 %	$ 17,169	$ 17,300	$ 131	.8 %	$ 17,300
WATER/SEWER	165,590	160,600	(4,990)	(3.1)	154,348	166,800	12,452	7.5	166,800
GAS	138,541	134,100	(4,441)	(3.3)	172,743	137,600	(35,143)	(25.5)	137,600
TOTAL UTILITIES	$ 319,657	$ 313,100	$ (6,557)	(2.1) %	$ 344,260	$ 321,700	$ (22,560)	(7.0) %	$ 321,700
REPAIRS AND MAINTENANCE									
PAYROLL REPAIR/MAINTENANCE	$ 80,151	$ 73,900	$ (6,251)	(8.5) %	$ 84,887	$ 78,145	$ (6,742)	(8.6) %	$ 78,145
SUPPLIES MAINTENANCE	43,147	31,100	(12,047)	(38.7)	28,151	33,900	5,749	17.0	33,900
REPLACEMENTS	69,394	68,750	(644)	(.9)	81,251	61,600	(19,651)	(31.9)	61,600
CONTRACT SECURITY	4,540	4,800	260	5.4	7,995	4,800	(3,195)	(66.6)	4,800
CONTRACT EXTERMINATING	13,533	15,000	1,467	9.8	14,011	10,320	(3,691)	(35.8)	10,320
CONTRACT GROUNDS	55,149	41,000	(14,149)	(34.5)	21,668	25,000	3,332	13.3	25,000
CONTRACT JANITORIAL	11,867	7,800	(4,067)	(52.1)	10,991	9,600	(1,391)	(14.5)	9,600
SNOW REMOVAL	24,773	18,000	(6,773)	(37.6)	22,568	22,934	366	1.6	22,934
CONTRACT DECORATING/PAINTING	17,385	4,800	(12,585)	(262.2)	18,900	14,400	(4,500)	(31.3)	14,400
GARBAGE/TRASH	19,700	18,500	(1,200)	(6.5)	15,343	18,960	3,617	19.1	18,960
REPAIRS MAINTENANCE	103,350	100,300	(3,050)	(3.0)	38,469	40,500	2,031	5.0	40,500
REPAIRS EMERGENCY SYSTEMS	3,214	3,000	(214)	(7.1)	11,946	3,600	(8,346)	(231.8)	3,600
REPAIRS EXTRAORDINARY	0	0	0	0	10,000	0	(10,000)	0	0
REPAIRS HVAC	12,254	18,000	5,746	31.9	19,291	19,600	309	1.6	19,600
REPAIRS PLUMBING	29,739	17,480	(12,259)	(70.1)	25,730	18,580	(7,150)	(38.5)	18,580
VEHICLE OPERATING/REPAIR	847	2,100	1,253	59.7	809	1,875	1,066	56.8	1,875
CONTRACT LABOR	0	4,000	4,000	100.0	0	0	0	0	0
TOTAL REPAIRS & MAINTENANCE	$ 489,043	$ 428,530	$ (60,513)	(14.1) %	$ 412,011	$ 363,814	$ (48,197)	(13.2) %	$ 363,814

AUBURN
For the Month Ended December 31, 2018

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
TAXES & INSURANCE									
REAL ESTATE TAXES	$ 194,909	$ 194,850	$ (59)	91.2 %	$ 201,153	$ 199,842	$ (1,311)	(.7) %	$ 199,842
PERSONAL PROPERTY TAXES	877	877	0	100.0	1,410	899	(511)	(56.9)	899
PAYROLL TAXES	12,932	14,600	1,668	93.1	13,481	14,967	1,486	9.9	14,967
INSURANCE	39,535	37,917	(1,618)	91.2	41,520	43,370	1,850	4.3	43,370
WORKMEN'S COMP INSURANCE	6,122	5,760	(362)	93.8	5,430	5,400	(30)	(.5)	5,400
HEALTH INSURANCE/EMP BENEFITS	20,687	18,520	(2,167)	81.5	27,908	19,600	(8,308)	(42.4)	19,600
MISC TAX/INSURANCE	0	0	0	0	13,414	0	(13,414)	0	0
TOTAL TAXES AND INSURANCE	$ 275,061	$ 272,524	$ (2,538)	90.8 %	$ 304,317	$ 284,078	$ (20,239)	(7.1) %	$ 284,078
TOTAL OPERATING EXPENSES	$ 1,370,290	$ 1,305,070	$ (65,220)	98.1 %	$ 1,338,890	$ 1,259,525	$ (79,365)	(6.3) %	$ 1,259,525
NET OPERATING INCOME	$ 451,089	$ 492,462	$ (41,373)	47.5 %	$ 567,758	$ 610,443	$ (42,685)	(7.0) %	$ 610,443
FINANCIAL									
MORTGAGE INTEREST 1	$ 151,254	$ 151,970	$ 716	.5 %	$ 145,680	$ 143,100	$ (2,580)	(1.8) %	$ 143,100
MORTGAGE INTEREST 2	67,774	67,991	217	.3	65,521	64,365	(1,156)	(1.8)	64,365
ASSET MANAGEMENT FEE	8,512	0	(8,512)	0	8,767	0	(8,767)	0	0
PARTNERSHIP EXPENSE	2,075	0	(2,075)	0	2,075	0	(2,075)	0	0
TOTAL FINANCIAL	$ 229,615	$ 219,961	$ (9,654)	(4.4) %	$ 222,043	$ 207,465	$ (14,578)	(7.0) %	$ 207,465
NET INCOME BEFORE AMORT & DEP	$ 221,474	$ 272,501	$ (51,027)	82.2 %	$ 345,715	$ 402,978	$ (57,263)	(14.2) %	$ 402,978
AMORTIZATION AND DEPRECIATION									
DEPRECIATION	$ 274,681	$ 0	$ (274,681)	0 %	$ 283,021	$ 0	$ (283,021)	0 %	$ 0
AMORTIZATION	4,730	0	(4,730)	0	0	0	0	0	0
TOTAL AMORTIZATION & DEPRECIATION	$ 279,411	$ 0	$ (279,411)	0 %	$ 283,021	$ 0	$ (283,021)	0 %	$ 0
NET INCOME (LOSS)	$ (57,937)	$ 272,501	$ (330,438)	20.3 %	$ 62,694	$ 402,978	$ (340,284)	(84.4) %	$ 402,978

Preliminary- Subject to Audit

Printed: February 23, 2019 10:06 am

AUBURN
For the Month Ended December 31, 2018

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
NET INCOME BEFORE AMORT & DEP	$ 221,474	$ 272,501	$ (51,027)	82.2 %	$ 345,715	$ 402,978	$ (57,263)	(14.2) %	$ 402,978
CASH FLOW CALCULATION from NET INCOME BEFORE AMORT & DEP									
ADD THE FOLLOWING									
REP RESERVE W/D T Y FOR T Y	$ 29,435	$ 143,718	$ (114,283)	(79.5) %	$ 39,654	$ 47,480	$ (7,826)	(16.5) %	$ 47,480
ASSET MANAGEMENT FEE	$ 8,512	$ 0	$ 8,512	0 %	$ 8,767	$ 0	$ 8,767	0 %	$ 0
PARTNERSHIP EXPENSE	2,075	0	2,075	0	2,075	0	2,075	0	0
TOTAL ADDS FOR CASH FLOW	$ 40,022	$ 143,718	$ (103,696)	(72.2) %	$ 50,496	$ 47,480	$ 3,016	6.4 %	$ 47,480
DEDUCT THE FOLLOWING									
OPER DEFICIT ESC INTEREST T Y	$ 2,300	$ 600	$ (1,700)	(283.4) %	$ 5,155	$ 2,400	$ (2,755)	(114.8) %	$ 2,400
REP RESERVE FUNDING T Y	51,456	51,444	(12)	0	52,488	52,488	0	0	52,488
REP RESERVE INTEREST T Y	1,028	300	(728)	(242.8)	974	840	(134)	(15.9)	840
MORTGAGE PRINCIPAL PAID T Y	$ 132,459	$ 132,458	$ (1)	0 %	$ 141,330	$ 141,336	$ 6	0 %	$ 141,336
MORTGAGE 2 PRINCIPAL PAID T Y	53,286	53,365	79	.1	56,898	56,991	93	.2	56,991
SUB TOTAL OF ABOVE DEDUCTIONS	$ 240,530	$ 238,167	$ (2,363)	(1.0) %	$ 256,844	$ 254,055	$ (2,789)	(1.1) %	$ 254,055
PROJECT 4 PLAYGROUND EQUIPMENT	$ 0	$ 0	$ 0	0 %	$ 0	$ 17,500	$ 17,500	100.0 %	$ 17,500
PROJECT 6 ROOF	88,575	89,488	913	1.0	100,105	88,000	(12,105)	(13.8)	88,000
PROJECT 7 ASPHALT	0	0	0	0	124,000	0	(124,000)	0	0
PROJECT 11 BOILER	52,791	48,300	(4,491)	(9.3)	45,904	20,000	(25,904)	(129.5)	20,000
PROJECT 13 SECURITY CAMERAS	9,531	10,000	470	4.7	0	0	0	0	0
PROJECT 14 ENTRANCE SIGN	0	6,000	6,000	100.0	0	0	0	0	0
PROJECT 15 TRASH BIN PAD	0	0	0	0	0	5,500	5,500	100.0	5,500
CAPITAL EXPENDITURES T Y	$ 150,897	$ 153,788	$ 2,891	1.9 %	$ 270,009	$ 131,000	$ (139,009)	(106.1) %	$ 131,000
TOTAL DEDUCTIONS FOR CASH FLOW	$ 391,426	$ 391,955	$ 529	.1 %	$ 526,853	$ 385,055	$ (141,798)	(36.8) %	$ 385,055
NET CASH FLOW	$ (129,931)	$ 24,264	$ (154,195)	1,946.4 %	$ (130,642)	$ 65,403	$ (196,045)	(299.7) %	$ 65,403

10825

2021 CITY OF PORTLAND REVALUATION PROJECT
COMMERCIAL INCOME & EXPENSE DATA WORKSHEET

tyler

*Annual Income and Expense Statement for **Years 2019 and 2020***

PROPERTY ADDRESS: 246 Auburn St. Portland, ME

PROPERTY USE (check all that apply): ☑ Apartment ☐ Office ☐ Retail ☐ Warehouse ☐ Shopping Center ☐ Industrial ☐ Other ______

CHECK HERE IF ANY PART OF THIS PROPERTY IS OWNER OCCUPIED: ☐

Business Name or DBA: Auburn Terrace LLC

RECEIVED
FEB 03 2021
DEPT OF ASSESSOR
CITY OF PORTLAND ME

1. Total gross building area (Including owner-occupied space) ______ Sq. Ft.
2. Owner-occupied area, if any ______ Sq. Ft.
3. Total Vacant Leasable Area, if any ______ Sq. Ft.
4. Net Leasable area ______ Sq. Ft.
5. Number of rental units, including owner-occupied ______

5. Number of parking spaces ______
6. Actual Year Built, if known ______
7. Year Remodeled ______

ACTUAL GROSS INCOME	2019	2020
9. Apartment Rents (From Schedule A)	$	$
10. Office Rents (From Schedule B)	$	$
11. Retail Rents (From Schedule B)	$	$
12. Mixed Rents (From Schedule B)	$	$
13. Shopping Center Rents (From Schedule B)	$	$
14. Industrial Rents (From Schedule B)	$	$
15. Other Rents (From Schedule B)	$	$
16. Parking Rents	$	$
17. Other Misc. Income (e.g. CAM, INS or TAX Reimbursement)	$	$
18. TOTAL ACTUAL GROSS INCOME =	$	$
19a. Less losses from vacancy and collection loss -	$	$
20. EFFECTIVE GROSS ANNUAL INCOME =	$	$

19b. Vacancy Description

Location	Sq. Ft. Vacant	% of Floor	Type of Rental Space (office, retail, etc.)
Basement			
1st Floor			
2nd Floor			
3rd Floor			
4th Floor			
5th Floor			
6th Floor			
7th Floor			
8th Floor and Higher			

LESS ACTUAL EXPENSES	2019	2020
21. Heating fuel costs Type: ______	$	$
22. Electricity	$	$
23. Water and sewer	$	$
24. Trash Removal	$	$
25. Payroll (not including management)	$	$
26. Supplies	$	$
27. Management	$	$
28. Insurance	$	$
29. Common Area Maintenance	$	$
30. Leasing Fees/Commissions/Advertising	$	$
31. Legal and Accounting	$	$
32. Elevator maintenance	$	$
33. Tenant improvements	$	$
34. General repairs	$	$
35. Other (specify) ______	$	$
36. Other (specify) ______	$	$
37. Other (specify) ______	$	$
38. Reserves for Replacement	$	$
39. Security	$	$
40. TOTAL ACTUAL EXPENSES =	$	$
41. NET OPERATING INCOME (Line 20 – Line 40)	$	$

DO NOT INCLUDE TAXES, DEPRECIATION OR MORTGAGE PAYMENTS AS AN EXPENSE!

CBL: 372 A033001 **Property Location:** 246 AUBURN ST

***PLEASE COMPLETE THE ATTESTATION SECTION ON THE TOP OF PAGE 3 AND RETURN NO LATER THAN FRIDAY, FEBRUARY 12, 2021 ***

PROPERTY ADDRESS: ______________________________

SCHEDULE A - APARTMENT RENT SCHEDULE

Unit Type	No. Of Units				Unit Size	Monthly Rent		Typical Lease Term
	Total	Rented	Rooms	Baths	Sq. Ft.	Per Unit	Total	
Efficiency								
1 Bedroom								
2 Bedroom								
3 Bedroom								
4 Bedroom								
Other rentable units								
Owner/manager occupied								
Subtotal								
Parking								
Other income (specify)								
TOTAL								

~ Complete this section for apartment rentals only ~

ITEMS INCLUDED IN RENT

(Check all that apply)

- ☐ Heat
- ☐ Furnishings
- ☐ Electricity
- ☐ Security
- ☐ Other Utilities
- ☐ Pool
- ☐ Air conditioning
- ☐ Tennis Courts
- ☐ Stove/Refrigerator
- ☐ Parking
- ☐ Dishwasher
- ☐ Other (specify):

SCHEDULE B – ALL OTHER, NON-APARTMENT RENT SCHEDULE

~ Complete this section for all other rental areas, except for apartments ~

Tenant Name	Floor Location	Lease Terms				Annual Rent		Parking		Interior Finish		
		Start Date	End Date	Sq. Ft. Rented	Base Mthly Rent $	Escal/CAM/ Overage	Total Rent $	# of Spaces	Annual Rent $	Owner Provided	Tenant Provided	If Owner Provided, $ Cost to Fit Up/Renovate
TOTAL												

CBL: 372 A033001 **Property Location:** 246 AUBURN ST

PLEASE COMPLETE THE ATTESTATION SECTION ON THE TOP OF PAGE 3

PLEASE SIGN AND DATE THIS ATTESTATION:

I HEREBY DECLARE THAT THE FOREGOING INFORMATION, ACCORDING TO THE BEST OF MY KNOWLEDGE, MEMORY AND BELIEF, IS A COMPLETE AND TRUE STATEMENT OF ALL INCOME AND EXPENSES ATTRIBUTABLE TO THE ABOVE IDENTIFIED PROPERTY.

Signature: ______ Name (Print): Raquel Flores Date: 1/29/21

Title: Property Accountant Telephone #: (781) 691-7321

*** PLEASE RETURN ENTIRE WORKSHEET NO LATER THAN FRIDAY, FEBRUARY 12th, 2021***

Purchase Price Verification

~ Complete this section ONLY if the property was purchased within the last 5 years ~

Purchase Price $ ______ Down Payment: $ ______ Purchase Date: ______

Selling Broker: ______ Broker Telephone #: ______

Date of Last Appraisal: ______ Appraisal Firm: ______ Appraised Value: $ ______

First Mortgage: $ ______ Interest Rate: ______ % Payment Schedule Term: ______ Years ☐ Fixed ☐ Variable

Did the purchase price include monies allocated for: Furniture? $ ______ Equipment? $ ______ Other? $ ______

PROPERTY CONDITION: ______ **COST OF IMPROVEMENTS MADE AFTER PURCHASE:** $ ______

Has the property been listed for sale since your purchase? ☐ Yes ☐ No

If yes, provide list price: $ ______ Date listed: ______ Listing broker: ______ Broker's Telephone #: ______

COMMENTS: Please explain any special circumstances, or extraordinary factors that affected the purchase price, e.g., vacancy, seller motivation, conditions of sale, property condition, favorable seller financing, etc. Use this area for any other helpful information or comments.

______

______

______

Unit Type Occupancy Summary Report

Community = North Deering (11)
Effective Date = 12/31/2019
Amenities Mode = All
Summary Mode = Standard

Printed on: 1/29/21 3:02 pm

Occupancy Summary	Occupied	Vacant	Offline	Total
Unit Count	158	6		164
Sq Feet	135,356	5,064		140,420
Percentage	96.3 %	3.7 %		

Vacancy Exposure	Ready To Rent	Not Ready	Vacant Leased	On Notice	Net Vacancy	Move-Ins MTD	Move-Outs MTD
Unit Count	0	6	6	2	2	1	1
Percentage	0.0 %	3.7 %	3.7 %	1.2 %	1.2 %	0.6 %	0.6 %

Rental rates	Occupied	$ Per Sq Ft	Pct	Vacant	$ Per Sq Ft	Pct	Total	$ Per Sq Ft	Pct
GP Rent	169,050	1.25	96.3 %	6,450	1.27	3.7 %	175,500	1.25	100.0 %
Actual Rent	170,385	1.26	100.0 %	0	0.00	0.0 %	170,385	1.21	97.1 %
Loss To Lease	5,115	(0.01)							

Summary By Unit Type

Unit Type	Total Units	# Occup	% Occup	Avg Sq Ft	Total Sq Ft	Avg GPR $/Unit	Avg GPR $/Sq Ft	Avg Actual $/Unit	Avg Actual $/Sq Ft	GPR Rent	Actual Rent	Loss To Lease	Ready	Not Ready
One Bedroom	36	36	100 %	691	24,876	897	1.30	912	1.32	32,300	32,830	(530)	0	0
Three Bedroom	24	24	100 %	1,157	27,768	1,399	1.21	1,500	1.30	33,575	36,000	(2,425)	0	0
Two Bedroom	99	94	95 %	844	83,556	1,064	1.26	982	1.16	105,325	97,180	8,145	0	5
Two Bedroom Full Handicap	5	4	80 %	844	4,220	860	1.02	875	1.04	4,300	4,375	(75)	0	1
Total:	164	158	96 %	856	140,420	1,070	1.25	1,039	1.21	175,500	170,385	5,115	0	6

Report Version: 21-Jul-2011 (8.0.0)

Preliminary- Subject to Audit

Printed: March 17, 2020 6:02 pm

AUBURN
For the Month Ended December 31, 2019

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
INCOME									
RENTAL									
TENANT RENTAL REVENUE	$ 1,371,483	$ 1,413,696	$ (42,213)	(3.0) %	$ 1,489,918	$ 1,396,080	$ 93,838	6.7 %	$ 1,396,080
TENANT ASSISTANCE PAYMENTS	562,528	496,704	65,824	13.3	568,518	598,320	(29,802)	(5.0)	598,320
VACANCY	$ (59,678)	$ (57,312)	(2,366)	(4.1)	(46,899)	(59,832)	12,933	21.6	(59,832)
CONCESSIONS OVER/UNDER	(847)	(4,000)	3,153	78.8	(365)	(2,500)	2,135	85.4	(2,500)
NET RENTAL INCOME	$ 1,873,486	$ 1,849,088	$ 24,398	1.3 %	$ 2,011,172	$ 1,932,068	$ 79,104	4.1 %	$ 1,932,068
OTHER INCOME									
INTEREST EARNED	$ 7,256	$ 3,240	$ 4,016	123.9 %	$ 8,716	$ 7,560	$ 1,156	15.3 %	$ 7,560
REPLACEMENT RESERVE INTEREST	974	840	134	15.9	907	900	7	[illegible]	900
LAUNDRY INCOME	15,948	10,200	5,748	56.3	15,276	14,400	876	6.1	14,400
TENANT CHARGES	8,978	6,600	2,378	36.0	11,097	6,600	4,497	68.1	6,600
OTHER INCOME	7	0	7	0	0	0	0	0	0
TOTAL OTHER INCOME	$ 33,162	$ 20,880	$ 12,282	58.8 %	$ 35,995	$ 29,460	$ 6,535	22.2 %	$ 29,460
TOTAL INCOME	$ 1,906,648	$ 1,869,968	$ 36,680	2.0 %	$ 2,047,167	$ 1,961,528	$ 85,639	4.4 %	$ 1,961,528
EXPENSES									
ADMINISTRATIVE									
ADVERTISING & MARKETING	$ 0	$ 500	$ 500	100.0 %	$ 0	$ 500	$ 500	100.0 %	$ 500
OTHER RENTING EXPENSES	1,426	5,300	3,874	73.1	3,475	1,200	(2,275)	(189.6)	1,200
OFFICE SALARIES	104,593	107,543	2,950	2.7	110,155	111,579	1,424	1.3	111,579
OFFICE EXPENSES	23,182	25,800	2,618	10.1	22,744	24,500	1,756	7.2	24,500
SOCIAL SERVICES COSTS	27,864	27,810	(54)	(.2)	29,893	28,235	(1,658)	(5.9)	28,235
MANAGEMENT FEE	95,008	93,244	(1,764)	(1.9)	101,774	97,603	(4,171)	(4.3)	97,603
LEGAL	1,489	2,500	1,011	40.4	1,928	2,500	572	22.9	2,500
AUDIT	10,900	10,800	(100)	(.9)	11,200	11,100	(100)	(.9)	11,100
ADP FEE	13,776	13,776	0	0	13,776	13,776	0	0	13,776
BAD DEBTS	(1,517)	1,000	2,517	251.7	1,494	1,000	(494)	(49.4)	1,000
LOCAL TRAVEL COSTS	1,019	1,000	(19)	(1.9)	1,253	1,000	(253)	(25.3)	1,000
BANK CHARGES	561	660	99	14.9	591	660	69	10.4	660
TOTAL ADMINISTRATIVE EXPENSES	$ 278,302	$ 289,933	$ 11,631	4.0 %	$ 298,283	$ 293,653	$ (4,630)	(1.6) %	$ 293,653

AUBURN
For the Month Ended December 31, 2019

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
UTILITIES									
ELECTRICITY	$ 17,169	$ 17,300	$ 131	.8 %	$ 14,934	$ 17,800	$ 2,866	16.1 %	$ 17,800
WATER/SEWER	154,348	166,800	12,452	7.5	142,787	159,600	16,813	10.5	159,600
GAS	172,743	137,600	(35,143)	(25.5)	148,837	140,300	(8,537)	(6.1)	140,300
TOTAL UTILITIES	$ 344,260	$ 321,700	$ (22,560)	(7.0) %	$ 306,558	$ 317,700	$ 11,142	3.5 %	$ 317,700
REPAIRS AND MAINTENANCE									
PAYROLL REPAIR/MAINTENANCE	$ 84,887	$ 78,145	$ (6,742)	(8.6) %	$ 90,978	$ 80,882	$ (10,096)	(12.5) %	$ 80,882
SUPPLIES MAINTENANCE	28,151	33,900	5,749	17.0	35,925	35,200	(725)	(2.1)	35,200
REPLACEMENTS	81,251	61,600	(19,651)	(31.9)	79,959	73,400	(6,559)	(8.9)	73,400
CONTRACT SECURITY	7,995	4,800	(3,195)	(66.6)	4,530	4,800	270	5.6	4,800
CONTRACT EXTERMINATING	14,011	10,320	(3,691)	(35.8)	12,150	11,337	(813)	(7.2)	11,337
CONTRACT GROUNDS	21,668	25,000	3,332	13.3	23,334	26,844	3,510	13.1	26,844
CONTRACT JANITORIAL	10,991	9,600	(1,391)	(14.5)	8,146	9,600	1,454	15.1	9,600
SNOW REMOVAL	22,568	22,934	366	1.6	23,513	23,834	321	1.3	23,834
CONTRACT DECORATING/PAINTING	18,900	14,400	(4,500)	(31.3)	15,470	14,400	(1,070)	(7.4)	14,400
GARBAGE/TRASH	15,343	18,960	3,617	19.1	17,730	16,680	(1,050)	(6.3)	16,680
REPAIRS MAINTENANCE	38,469	40,500	2,031	5.0	61,952	69,750	7,798	11.2	69,750
REPAIRS EMERGENCY SYSTEMS	11,946	3,600	(8,346)	(231.8)	7,490	73,815	66,325	89.9	73,815
REPAIRS EXTRAORDINARY	10,000	0	(10,000)	0	10,000	0	(10,000)	0	0
REPAIRS HVAC	19,291	19,600	309	1.6	29,864	12,500	(17,364)	(138.9)	12,500
REPAIRS PLUMBING	25,730	18,580	(7,150)	(38.5)	13,095	16,250	3,155	19.4	16,250
VEHICLE OPERATING/REPAIR	809	1,875	1,066	56.8	3,892	1,325	(2,567)	(193.7)	1,325
TOTAL REPAIRS & MAINTENANCE	$ 412,011	$ 363,814	$ (48,197)	(13.2) %	$ 438,027	$ 470,617	$ 32,590	6.9 %	$ 470,617

AUBURN

For the Month Ended December 31, 2019

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
TAXES & INSURANCE									
REAL ESTATE TAXES	$ 201,153	$ 199,842	$ (1,311)	91.1 %	$ 208,720	$ 207,498	$ (1,222)	(.6) %	$ 207,498
PERSONAL PROPERTY TAXES	1,410	899	(511)	100.0	1,969	1,958	(11)	(.6)	1,958
PAYROLL TAXES	13,481	14,967	1,486	93.0	14,176	15,827	1,651	10.4	15,827
INSURANCE	41,520	43,370	1,850	91.7	41,586	40,918	(668)	(1.6)	40,918
WORKMEN'S COMP INSURANCE	5,430	5,400	(30)	88.2	4,559	4,750	191	4.0	4,750
HEALTH INSURANCE/EMP BENEFITS	27,908	19,600	(8,308)	85.0	30,400	23,200	(7,200)	(31.0)	23,200
MISC TAX/INSURANCE	13,414	0	(13,414)	0	0	0	0	0	0
TOTAL TAXES AND INSURANCE	$ 304,317	$ 284,078	$ (20,239)	90.9 %	$ 301,410	$ 294,151	$ (7,259)	(2.5) %	$ 294,151
TOTAL OPERATING EXPENSES	$ 1,338,890	$ 1,259,525	$ (79,365)	97.9 %	$ 1,344,278	$ 1,376,121	$ 31,843	2.3 %	$ 1,376,121
NET OPERATING INCOME	$ 567,758	$ 610,443	$ (42,685)	42.9 %	$ 702,889	$ 585,407	$ 117,482	20.1 %	$ 585,407
FINANCIAL									
MORTGAGE INTEREST 1	$ 145,680	$ 143,100	$ (2,580)	(1.8) %	$ 136,164	$ 133,636	$ (2,528)	(1.9) %	$ 133,636
MORTGAGE INTEREST 2	65,521	64,365	(1,156)	(1.8)	60,451	62,024	1,573	2.5	62,024
MISC CHARGES	0	0	0	0	900	0	(900)	0	0
ASSET MANAGEMENT FEE	8,767	0	(8,767)	0	9,030	0	(9,030)	0	0
PARTNERSHIP EXPENSE	2,075	0	(2,075)	0	17,051	0	(17,051)	0	0
TOTAL FINANCIAL	$ 222,043	$ 207,465	$ (14,578)	(7.0) %	$ 223,596	$ 195,660	$ (27,936)	(14.3) %	$ 195,660
NET INCOME BEFORE AMORT & DEP	$ 345,715	$ 402,978	$ (57,263)	61.3 %	$ 479,293	$ 389,747	$ 89,546	23.0 %	$ 389,747
AMORTIZATION AND DEPRECIATION									
DEPRECIATION	$ 283,021	$ 0	$ (283,021)	0 %	$ 292,191	$ 0	$ (292,191)	0 %	$ 0
TOTAL AMORTIZATION & DEPRECIATION	$ 283,021	$ 0	$ (283,021)	0 %	$ 292,191	$ 0	$ (292,191)	0 %	$ 0
NET INCOME (LOSS)	$ 62,694	$ 402,978	$ (340,284)	8.9 %	$ 187,102	$ 389,747	$ (202,645)	(52.0) %	$ 389,747

AUBURN
For the Month Ended December 31, 2019

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
NET INCOME BEFORE AMORT & DEP	**$ 345,715**	**$ 402,978**	**$ (57,263)**	**61.3 %**	**$ 479,293**	**$ 389,747**	**$ 89,546**	**23.0 %**	**$ 389,747**
CASH FLOW CALCULATION from NET INCOME BEFORE AMORT & DEP									
ADD THE FOLLOWING									
REP RESERVE W/D T Y FOR T Y	$ 39,654	$ 47,480	$ (7,826)	(16.5) %	$ 18,762	$ 19,400	$ (638)	(3.3) %	$ 19,400
ASSET MANAGEMENT FEE	$ 8,767	$ 0	$ 8,767	0 %	$ 9,030	$ 0	$ 9,030	0 %	$ 0
PARTNERSHIP EXPENSE	2,075	0	2,075	0	17,061	0	17,051	0	0
TOTAL ADDS FOR CASH FLOW	**$ 50,496**	**$ 47,480**	**$ 3,016**	**6.4 %**	**$ 44,843**	**$ 19,400**	**$ 25,443**	**131.1 %**	**$ 19,400**
DEDUCT THE FOLLOWING									
OPER DEFICIT ESC INTEREST T Y	$ 5,155	$ 2,400	$ (2,755)	(114.8) %	$ 6,301	$ 4,000	$ (1,501)	(32.9) %	$ 4,800
REP RESERVE FUNDING T Y	52,403	52,408	0	0	53,532	53,532	0	0	53,532
REP RESERVE INTEREST T Y	974	840	(134)	(15.9)	907	900	(7)	(.7)	900
MORTGAGE PRINCIPAL PAID T Y	$ 141,330	$ 141,336	$ 6	0 %	$ 150,795	$ 150,800	$ 5	0 %	$ 150,800
MORTGAGE 2 PRINCIPAL PAID T Y	56,898	56,991	93	.2	60,733	59,333	(1,400)	(2.4)	59,333
SUB TOTAL OF ABOVE DEDUCTIONS	$ 256,844	$ 254,055	$ (2,789)	(1.1) %	$ 272,348	$ 269,365	$ (2,983)	(1.1) %	$ 269,365
PROJECT 4 PLAYGROUND EQUIPMENT	$ 0	$ 17,500	$ 17,500	100.0 %	$ 0	$ 40,000	$ 40,000	100.0 %	$ 40,000
PROJECT 6 ROOF	100,105	88,000	(12,105)	(13.8)	24,380	30,000	5,620	18.7	30,000
PROJECT 7 ASPHALT	124,000	0	(124,000)	0	0	0	0	0	0
PROJECT 11 BOILER	45,904	20,000	(25,904)	(129.5)	38,964	69,000	30,036	43.5	69,000
PROJECT 18 TRASH BIN PAD	0	5,500	5,500	100.0	0	0	0	0	0
CAPITAL EXPENDITURES T Y	$ 270,009	$ 131,000	$ (139,009)	(106.1) %	$ 63,344	$ 139,000	$ 75,656	54.4 %	$ 139,000
TOTAL DEDUCTIONS FOR CASH FLOW	**$ 526,853**	**$ 385,055**	**$ (141,798)**	**(36.8) %**	**$ 335,692**	**$ 408,365**	**$ 72,673**	**17.8 %**	**$ 408,365**
NET CASH FLOW	**$ (130,642)**	**$ 65,403**	**$ (196,045)**	**893.9 %**	**$ 180,444**	**$ 702**	**$ 187,662**	**23,997.6 %**	**$ 782**

Unit Type Occupancy Summary Report

Community = North Deering (11)
Effective Date = 12/31/2020
Amenities Mode = All
Summary Mode = Standard

Printed on: 1/29/21 3:03 pm

Occupancy Summary	Occupied	Vacant	Offline	Total
Unit Count	157	7		164
Sq Feet	134,818	5,602		140,420
Percentage	95.7 %	4.3 %		

Vacancy Exposure	Ready To Rent	Not Ready	Vacant Leased	On Notice	Net Vacancy	Move-Ins MTD	Move-Outs MTD
Unit Count	0	7	6	1	2	0	3
Percentage	0.0 %	4.3 %	3.7 %	0.6 %	1.2 %	0.0 %	1.8 %

Rental rates	Occupied	$ Per Sq Ft	Pct	Vacant	$ Per Sq Ft	Pct	Total	$ Per Sq Ft	Pct
GP Rent	172,308	1.28	95.6 %	7,900	1.41	4.4 %	180,208	1.28	100.0 %
Actual Rent	175,801	1.30	100.0 %	0	0.00	0.0 %	175,801	1.25	97.6 %
Loss To Lease	4,407	(0.03)							

Summary By Unit Type

Unit Type	Total Units	# Occup	% Occup	Avg Sq Ft	Total Sq Ft	Avg GPR $/Unit	Avg GPR $/Sq Ft	Avg Actual $/Unit	Avg Actual $/Sq Ft	GPR Rent	Actual Rent	Loss To Lease	Ready	Not Ready
One Bedroom	36	34	94 %	691	24,876	939	1.36	896	1.30	33,800	32,272	1,528	0	2
Three Bedroom	24	24	100 %	1,157	27,768	1,432	1.24	1,511	1.31	34,375	36,275	(1,900)	0	0
Two Bedroom	99	94	95 %	844	83,556	1,085	1.29	1,026	1.22	107,433	101,604	5,829	0	5
Two Bedroom Full Handicap	5	5	100 %	844	4,220	920	1.09	1,130	1.34	4,600	5,650	(1,050)	0	0
Total:	164	157	96 %	856	140,420	1,099	1.28	1,072	1.25	180,208	175,801	4,407	0	7

Preliminary- Subject to Audit

Printed: January 29, 2021 3:04 pm

AUBURN
For the Month Ended December 31, 2020

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
INCOME									
RENTAL									
TENANT RENTAL REVENUE	$ 1,489,918	$ 1,396,080	$ 93,838	6.7 %	$ 1,609,062	$ 1,492,260	$ 116,802	7.8 %	$ 1,492,260
TENANT ASSISTANCE PAYMENTS	568,518	598,320	(29,802)	(5.0)	560,410	639,540	(79,130)	(12.4)	639,540
VACANCY	$ (46,899)	$ (59,832)	12,933	21.6	(52,310)	(42,636)	(9,674)	(22.7)	(42,636)
CONCESSIONS OVER/UNDER	(365)	(2,500)	2,135	85.4	(780)	(1,200)	420	35.0	(1,200)
NET RENTAL INCOME	$ 2,011,172	$ 1,932,068	$ 79,104	4.1 %	$ 2,116,382	$ 2,087,964	$ 28,419	1.4 %	$ 2,087,964
OTHER INCOME									
INTEREST EARNED	$ 8,716	$ 7,560	$ 1,156	15.3 %	$ 1,727	$ 9,360	$ (7,633)	(81.5) %	$ 9,360
REPLACEMENT RESERVE INTEREST	907	900	7	.7	266	900	(634)	(70.4)	900
LAUNDRY INCOME	15,276	14,400	876	6.1	14,021	14,400	(379)	(2.6)	14,400
TENANT CHARGES	11,097	6,600	4,497	68.1	11,109	7,200	3,909	54.3	7,200
TOTAL OTHER INCOME	$ 35,995	$ 29,460	$ 6,535	22.2 %	$ 27,123	$ 31,860	$ (4,737)	(14.9) %	$ 31,860
TOTAL INCOME	$ 2,047,167	$ 1,961,528	$ 85,639	4.4 %	$ 2,143,505	$ 2,119,824	$ 23,681	1.1 %	$ 2,119,824
EXPENSES									
ADMINISTRATIVE									
MANAGEMENT CONSULTANTS	$ 0	$ 0	$ 0	0 %	$ 4,995	$ 0	$ (4,995)	0 %	$ 0
ADVERTISING & MARKETING	0	500	500	100.0	0	250	250	100.0	250
OTHER RENTING EXPENSES	3,475	1,200	(2,275)	(189.6)	3,050	3,600	550	15.3	3,600
OFFICE SALARIES	110,155	111,579	1,424	1.3	121,133	114,927	(6,206)	(5.4)	114,927
OFFICE EXPENSES	22,744	24,500	1,756	7.2	21,559	23,900	2,341	9.8	23,900
SOCIAL SERVICES COSTS	29,893	28,235	(1,658)	(5.9)	28,930	29,076	146	.5	29,076
MANAGEMENT FEE	101,774	97,603	(4,171)	(4.3)	107,086	104,398	(2,688)	(2.6)	104,398
LEGAL	1,928	2,500	572	22.9	3,779	2,500	(1,279)	(51.2)	2,500
AUDIT	11,200	11,100	(100)	(.9)	11,500	11,400	(100)	(.9)	11,400
ADP FEE	13,776	13,775	0	0	13,776	13,776	0	0	13,776
BAD DEBTS	1,494	1,000	(494)	(49.4)	24	0	(24)	0	0
LOCAL TRAVEL COSTS	1,253	1,000	(253)	(25.3)	1,451	1,000	(451)	(45.1)	1,000
BANK CHARGES	591	660	69	10.4	496	660	164	24.8	660
TOTAL ADMINISTRATIVE EXPENSES	$ 298,283	$ 293,653	$ (4,630)	(1.6) %	$ 317,779	$ 305,487	$ (12,292)	(4.0) %	$ 305,487

AUBURN
For the Month Ended December 31, 2020

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
UTILITIES									
ELECTRICITY	$ 14,934	$ 17,800	$ 2,866	16.1 %	$ 15,587	$ 15,775	$ 188	1.2 %	$ 15,775
WATER/SEWER	142,787	159,600	16,813	10.5	160,888	138,000	(22,888)	(16.6)	138,000
GAS	148,837	140,300	(8,537)	(6.1)	139,903	170,300	30,397	17.8	170,300
TOTAL UTILITIES	$ 306,558	$ 317,700	$ 11,142	3.5 %	$ 316,378	$ 324,075	$ 7,697	2.4 %	$ 324,075
REPAIRS AND MAINTENANCE									
PAYROLL REPAIR/MAINTENANCE	$ 90,978	$ 80,882	$ (10,096)	(12.5) %	$ 95,601	$ 93,482	$ (2,119)	(2.3) %	$ 93,482
SUPPLIES MAINTENANCE	35,925	35,200	(725)	(2.1)	32,644	34,200	1,556	4.6	34,200
REPLACEMENTS	79,959	73,400	(6,559)	(8.9)	71,110	67,800	(3,310)	(4.9)	67,800
CONTRACT SECURITY	4,530	4,800	270	5.6	5,615	4,620	(995)	(21.5)	4,620
CONTRACT EXTERMINATING	12,150	11,337	(813)	(7.2)	11,497	11,300	(197)	(1.7)	11,300
CONTRACT GROUNDS	23,334	26,844	3,510	13.1	18,665	21,844	3,179	14.6	21,844
CONTRACT JANITORIAL	8,146	9,600	1,454	15.1	6,575	7,800	1,225	15.7	7,800
SNOW REMOVAL	23,513	23,834	321	1.3	21,954	23,834	1,880	7.9	23,834
CONTRACT DECORATING/PAINTING	15,470	14,400	(1,070)	(7.4)	15,507	14,400	(1,107)	(7.7)	14,400
GARBAGE/TRASH	17,730	16,680	(1,050)	(6.3)	16,460	16,680	220	1.3	16,680
REPAIRS MAINTENANCE	61,952	69,750	7,798	11.2	4,211	38,600	34,389	89.1	38,600
REPAIRS EMERGENCY SYSTEMS	7,490	73,815	66,325	89.9	5,756	8,095	2,339	28.9	8,095
REPAIRS EXTRAORDINARY	10,000	0	(10,000)	0	0	0	0	0	0
REPAIRS HVAC	29,864	12,500	(17,364)	(138.9)	18,795	4,200	(14,595)	(347.5)	4,200
REPAIRS PLUMBING	13,095	16,250	3,155	19.4	7,357	7,000	(357)	(5.1)	7,000
VEHICLE OPERATING/REPAIR	3,892	1,325	(2,567)	(193.7)	632	1,360	728	53.6	1,360
TOTAL REPAIRS & MAINTENANCE	$ 438,027	$ 470,617	$ 32,590	6.9 %	$ 332,378	$ 355,215	$ 22,837	6.4 %	$ 355,215

AUBURN
For the Month Ended December 31, 2020

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
TAXES & INSURANCE									
REAL ESTATE TAXES	$ 208,720	$ 207,498	$ (1,222)	91.5 %	$ 212,503	$ 215,166	$ 2,663	1.2 %	$ 215,166
PERSONAL PROPERTY TAXES	1,969	1,958	(11)	100.0	2,005	2,025	20	1.0	2,025
PAYROLL TAXES	14,176	15,827	1,651	90.9	15,106	16,777	1,671	10.0	16,777
INSURANCE	41,586	40,918	(668)	90.3	49,430	44,582	(4,848)	(10.9)	44,582
WORKMEN'S COMP INSURANCE	4,559	4,750	191	92.1	4,403	4,478	75	1.7	4,478
HEALTH INSURANCE/EMP BENEFITS	30,400	23,200	(7,200)	83.6	38,939	29,340	(9,599)	(32.7)	29,340
TOTAL TAXES AND INSURANCE	$ 301,410	$ 294,151	$ (7,259)	90.7 %	$ 322,386	$ 312,369	$ (10,018)	(3.2) %	$ 312,368
TOTAL OPERATING EXPENSES	$ 1,344,278	$ 1,376,121	$ 31,843	98.0 %	$ 1,288,921	$ 1,297,145	$ 8,224	.6 %	$ 1,297,145
NET OPERATING INCOME	$ 702,889	$ 585,407	$ 117,482	71.6 %	$ 854,584	$ 822,679	$ 31,905	3.9 %	$ 822,679
FINANCIAL									
MORTGAGE INTEREST 1	$ 136,164	$ 133,636	$ (2,528)	(1.9) %	$ 126,018	$ 123,538	$ (2,472)	(2.0) %	$ 123,538
MORTGAGE INTEREST 2	60,451	62,024	1,573	2.5	56,298	57,526	1,228	2.1	57,526
MISC CHARGES	900	0	(900)	0	1,000	0	(1,000)	0	0
ASSET MANAGEMENT FEE	9,030	0	(9,030)	0	9,155	0	(9,155)	0	0
PARTNERSHIP EXPENSE	17,051	0	(17,051)	0	64,958	0	(64,958)	0	0
COMPANY MANAGEMENT FEE	0	0	0	0	76,399	0	(76,399)	0	0
COVID-19 EXPENSES	0	0	0	0	3,443	0	(3,443)	0	0
TOTAL FINANCIAL	$ 223,596	$ 195,660	$ (27,936)	(14.3) %	$ 337,263	$ 181,064	$ (156,199)	(86.3) %	$ 181,064
NET INCOME BEFORE AMORT & DEP	$ 479,293	$ 389,747	$ 89,546	100.3 %	$ 517,321	$ 641,615	$ (124,294)	(19.4) %	$ 641,615
AMORTIZATION AND DEPRECIATION									
DEPRECIATION	$ 292,191	$ 0	$ (292,191)	0 %	$ 293,623	$ 0	$ (293,623)	0 %	$ 0
TOTAL AMORTIZATION & DEPRECIATION	$ 292,191	$ 0	$ (292,191)	0 %	$ 293,623	$ 0	$ (293,623)	0 %	$ 0
NET INCOME (LOSS)	$ 187,102	$ 389,747	$ (202,645)	(25.3) %	$ 223,698	$ 641,615	$ (417,917)	(65.1) %	$ 641,615

AUBURN
For the Month Ended December 31, 2020

	LAST YTD ACTIVITY	LAST YTD BUDGET	LAST YEAR VARIANCE	LAST YEAR % VARIANCE	YTD ACTIVITY	YTD BUDGET	YTD VARIANCE	YTD % VARIANCE	ANNUAL BUDGET
NET INCOME BEFORE AMORT & DEP	$ 479,293	$ 389,747	$ 89,546	100.3 %	$ 517,321	$ 641,615	$ (124,294)	(19.4) %	$ 641,615
CASH FLOW CALCULATION from NET INCOME BEFORE AMORT & DEP									
ADD THE FOLLOWING									
REP RESERVE W/D T Y FOR T Y	$ 18,762	$ 19,400	$ (638)	(3.3) %	$ 0	$ 0	$ 0	0 %	$ 0
ASSET MANAGEMENT FEE	$ 9,030	$ 0	$ 9,030	0 %	$ 9,155	$ 0	$ 9,155	0 %	$ 0
PARTNERSHIP EXPENSE	17,051	0	17,051	0	64,958	0	64,958	0	0
COMPANY MANAGEMENT FEE	0	0	0	0	76,399	0	76,399	0	0
TOTAL ADDS FOR CASH FLOW	$ 44,843	$ 19,400	$ 25,443	131.1 %	$ 150,512	$ 0	$ 150,512	0 %	$ 0
DEDUCT THE FOLLOWING									
OPER DEFICIT ESC INTEREST T Y	$ 6,381	$ 4,800	$ (1,581)	(32.9) %	$ 1,204	$ 6,900	$ 5,696	82.6 %	$ 6,900
REP RESERVE FUNDING T Y	53,532	53,532	0	0	54,600	54,600	0	0	54,600
REP RESERVE INTEREST T Y	907	900	(7)	(.7)	266	900	634	70.4	900
MORTGAGE PRINCIPAL PAID T Y	$ 150,795	$ 150,800	$ 5	0 %	$ 160,894	$ 160,898	$ 4	0 %	$ 160,898
MORTGAGE 2 PRINCIPAL PAID T Y	60,733	59,333	(1,400)	(2.4)	64,398	63,830	(568)	(.9)	63,830
SUB TOTAL OF ABOVE DEDUCTIONS	$ 272,348	$ 269,365	$ (2,983)	(1.1) %	$ 281,363	$ 287,128	$ 5,765	2.0 %	$ 287,128
PROJECT 4 PLAYGROUND EQUIPMENT	$ 0	$ 40,000	$ 40,000	100.0 %	$ 0	$ 40,000	$ 40,000	100.0 %	$ 40,000
PROJECT 6 ROOF	24,380	30,000	5,620	18.7	0	0	0	0	0
PROJECT 11 BOILER	38,964	69,000	30,036	43.5	0	40,000	40,000	100.0	40,000
PROJECT 13 SECURITY CAMERAS	0	0	0	0	0	40,000	40,000	100.0	40,000
CAPITAL EXPENDITURES T Y	$ 63,344	$ 139,000	$ 75,656	54.4 %	$ 0	$ 120,000	$ 120,000	100.0 %	$ 120,000
TOTAL DEDUCTIONS FOR CASH FLOW	$ 335,692	$ 408,365	$ 72,673	17.8 %	$ 281,363	$ 407,128	$ 125,765	30.9 %	$ 407,128
NET CASH FLOW	$ 188,444	$ 782	$ 187,662	99,734.1 %	$ 386,470	$ 234,487	$ 151,983	64.8 %	$ 234,487

Reconstructed 2020 Income and Expense Statement
Auburn Terrace, LLC
Parcel ID: 372-A-033-001
Source: Auburn Terrace 2021 Revaluation I&E Submission for CY2020
Source: 2020 I&E Submission by CPTM for Portland BAR Hearing

	Auburn Terrace	CPTM	Difference
POTENTIAL RESIDENTIAL RENTAL INCOME	$ 2,143,505	$ 1,942,300	$ (201,205)
LESS: Vac, Coll. Loss & Concessions (3.0%)	$ 64,305	$ -	$ (64,305)
EFFECTIVE RENTAL INCOME	$ 2,079,200	$ 1,942,300	$ (136,900)
Other Income	$ 34,600	$ 34,600	$ -
EFFECTIVE GROSS INCOME	$ 2,113,800	$ 1,976,900	$ (136,900)
OPERATING EXPENSES			
Management Fee	$ 107,086	$ 98,400	$ (8,686)
Administrative & General	$ 210,693	$ 189,900	$ (20,793)
Utilities	$ 316,378	$ 325,400	$ 9,022
Repairs & Maintenance	$ 332,378	$ 425,000	$ 92,622
Miscellaneous/Replacement Reserves	$ 53,000	$ 53,000	$ -
TOTAL OPERATING EXPENSES	$ 1,019,535	$ 1,091,700	$ 72,165
FIXED EXPENSES			
Real Estate Taxes	$ -	$ -	
Insurance	$ 49,430	$ 41,600	$ (7,830)
TOTAL FIXED EXPENSES	$ 49,430	$ 41,600	$ (7,830)
TOTAL EXPENSES	$ 1,068,965	$ 1,133,300	$ 64,335
NET OPERATING INCOME	**$ 1,044,835**	**$ 843,600**	**$ (201,235)**

	Overall Rate		ETR		Cap Rate	Value	Per Unit
N.O.I. Capitalized at	7.25%	(+)	1.75%	(=)	9.000%	**$ 11,609,276**	$ 70,788

FINAL MARKET VALUE ESTIMATE	**$ 11,609,300**	$ 70,788
2020-2021 Assessment	**$ 9,116,400**	$ 55,588
2020-2021 Equalized Value @ 77%	**$ 11,839,481**	$ 72,192

			Boston, MA
Class A	Going In Capitalization Rates (%)	CBD Office	5.00
		Suburban Office	6.25
		Industrial	6.00
		Flex Industrial	6.75
		Urban Multifamily	4.00
		Suburban Multifamily	5.00
		Regional Mall Retail	6.75
		Community Retail Center	7.75
		Neighborhood Retail	6.75
Class B	Going In Capitalization Rates (%)	CBD Office	6.00
		Suburban Office	8.00
		Urban Multifamily	4.75
		Suburban Multifamily	5.75
Class A	Discount Rates (%)	CBD Office	7.00
		Suburban Office	8.00
		Industrial	7.50
		Flex Industrial	8.00
		Urban Multifamily	5.50
		Suburban Multifamily	6.50
		Regional Mall Retail	8.25
		Community Retail Center	9.25
		Neighborhood Retail	8.25
Class B	Discount Rates (%)	CBD Office	8.00
		Suburban Office	9.50
		Urban Multifamily	6.50
		Suburban Multifamily	7.25
Class A	Reversion Rates (%)	CBD Office	5.50
		Suburban Office	6.75
		Industrial	6.50
		Flex Industrial	7.25
		Urban Multifamily	4.50
		Suburban Multifamily	5.50
		Regional Mall Retail	7.50
		Community Retail Center	8.50
		Neighborhood Retail	7.50
Class B	Reversion Rates (%)	CBD Office	6.50
		Suburban Office	8.50
		Urban Multifamily	5.25
		Suburban Multifamily	6.25

Notes:
1. Capitalization, Discount, and Reversion rates data is based on IRR's Q4 '20 Viewpoint Survey.

Source: Integra Realty Resources, Inc.

Apartment Property VALUATION

CAP RATE CALCULATORS ▼ | GROSS RENT MULTIPLIERS ▼ | HOME RENTAL VALUE | BUY | TOOLS ▼ | REAL ESTATE EDUCATION ▼ | REAL ESTATE NEWS

Current Cap Rates for Apartments in the 50 Largest Multifamily Markets

The list below shows median cap rates for the entire Metropolitan Statistical Area (MSA) for select property types. Cap Rates will be higher or lower for individual properties depending upon the size, class and location of the property within the MSA.

Enter the property address into the box at the top of the page to find the cap rate for a particular property. You can also watch a video on How to Find Cap Rates.

Show 10 entries

Search: ME

Market (MSA)	Median Cap Rate	Property Type	Year Built
Current Cap Rate for Sacramento--Roseville--Arden-Arcade, CA	5.14%	1-3 Floors	1950-1979
Current Cap Rate for Orlando-Kissimmee-Sanford, FL	6.33%	1-3 Floors	1950-1979
Current Cap Rate for Portland-South Portland, ME	6.52%	1-3 Floors	1949 or older
Current Cap Rate for New Orleans-Metairie, LA	6.54%	1-3 Floors	1950-1979
Current Cap Rate for Phoenix-Mesa-Scottsdale, AZ	6.55%	1-3 Floors	1950-1979
Current Cap Rate for Indianapolis-Carmel-Anderson, IN	7.8%	1-3 Floors	1950-1979
Current Cap Rate for Memphis, TN-MS-AR	7.9%	1-3 Floors	1950-1979
Current Cap Rate for Palm Bay-Melbourne-Titusville, FL	8.08%	1-3 Floors	1950-1979

Showing 1 to 8 of 8 entries (filtered from 100 total entries)

Previous 1 Next

Multi-Family Forecast for Southern Maine

2021 MEREDA Real Estate Forecast Conference

Presented by Brit Vitalius

Principal, Designated Broker

President, Southern Maine Landlord Association

Vitalius Real Estate Group
306 Congress Street, Suite 3
Portland, ME 04101

207.541.3755
brit@vitalius.com
www.vitalius.com

Portland: Commercial (5+ Units)

	2015	2016	2017	2018	2019	2020
Price/Unit	$79,000	$98,000	$103,00	$124,000	$144,000	**$166k**
Price/SF	$103	$97	$120	$133	$160	**$185**
Cap Rate	6.5% – 7%	6.5% – 7%	7% – 7.5%	5% – 7.5%	6% - 7%	**6 + %**

Multi-Family Submarket Report

Deering/Riverton

Portland - ME

PREPARED BY

Christopher Huff
City Tax Assessor

CoStar™

MULTI-FAMILY SUBMARKET REPORT

Overview

Deering/Riverton Multi-Family

12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
0	**15**	**4.7%**	**1.7%**

Deering/Riverton is a small multifamily submarket with about 950 apartment units. Its vacancy rate has compressed moderately over the past four quarters, and at 4.7%, is slightly below the long-term average.

Nothing has delivered over the past 12 months, and the apartment inventory is essentially the same as it was five years ago. New supply will remain minimal in the near-term as nothing is currently underway. Rents have increased by 1.6% over the past year, but rent growth still significantly trailed its average annual growth of 2.7% over the past decade.

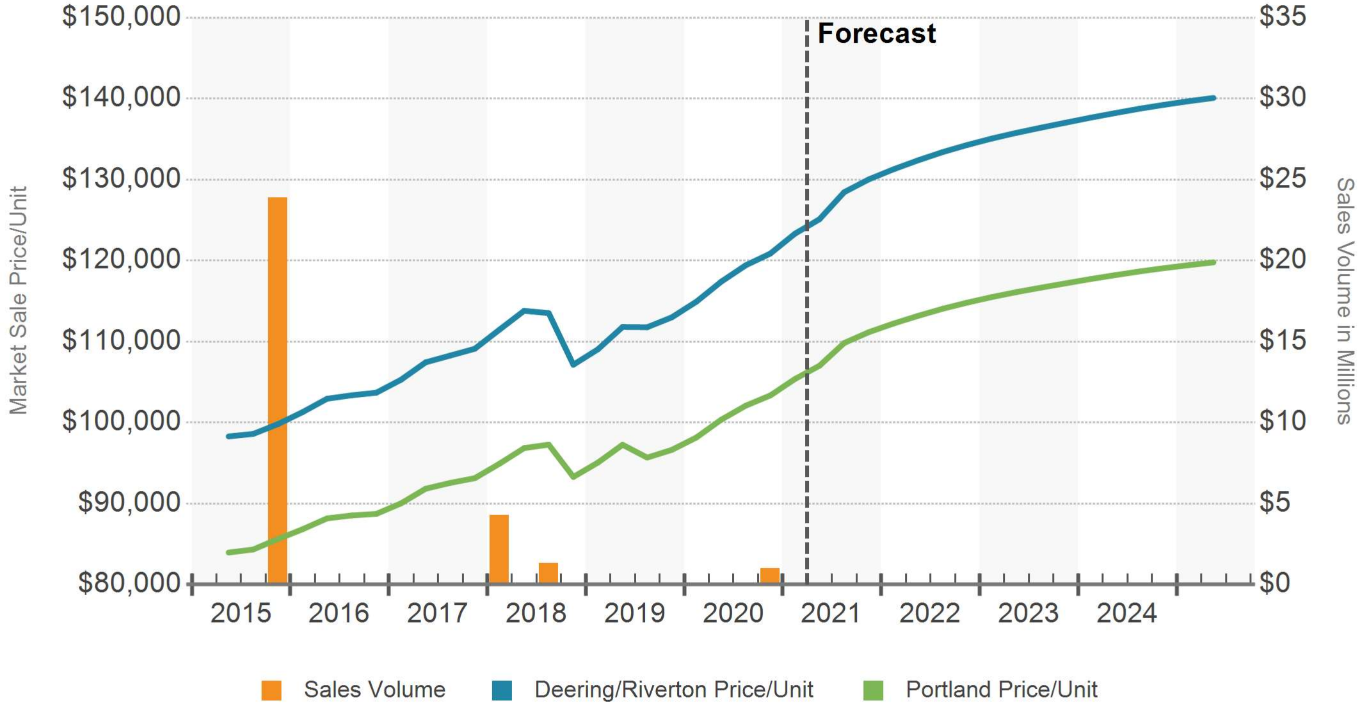
Investors are not active in the Deering/Riverton Submarket: Just two properties have traded in the past three years. The market price, which is an estimated price of all properties in the submarket, stands at about $120,000/unit.

KEY INDICATORS

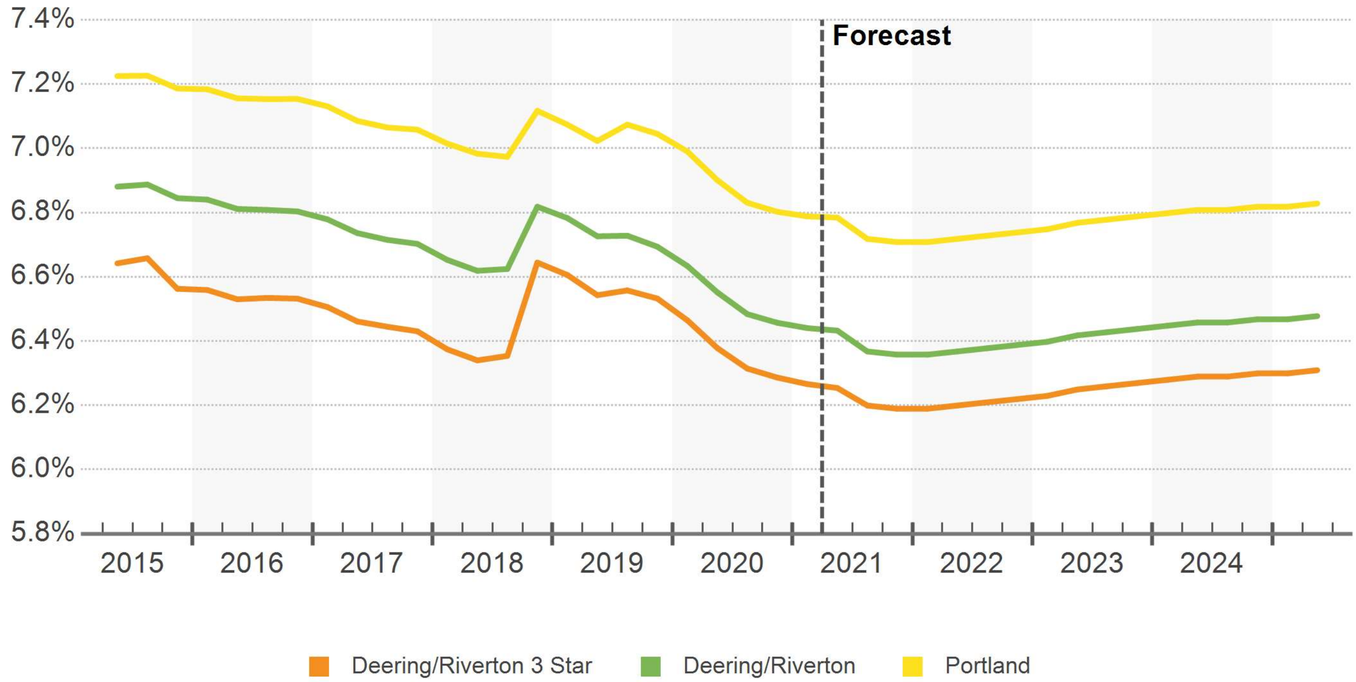
Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	0	-	-	-	0	0	0
3 Star	563	4.9%	$1,478	$1,474	0	0	0
1 & 2 Star	383	4.5%	$1,289	$1,282	0	0	0
Submarket	**946**	**4.7%**	**$1,432**	**$1,428**	**0**	**0**	**0**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.7%	7.0%	4.4%	12.0%	2018 Q1	4.7%	2021 Q2
Absorption Units	15	5	2	62	2016 Q3	(42)	2018 Q1
Delivered Units	0	4	0	84	2016 Q3	0	2021 Q1
Demolished Units	0	0	1	0	2021 Q1	0	2021 Q1
Asking Rent Growth (YOY)	1.7%	2.0%	2.5%	7.4%	2020 Q3	-2.8%	2009 Q4
Effective Rent Growth (YOY)	2.0%	2.0%	2.5%	7.3%	2020 Q3	-2.8%	2009 Q4
Sales Volume	$998K	$2.8M	N/A	$24.2M	2015 Q4	$0	2020 Q3

SALES VOLUME & MARKET SALE PRICE PER UNIT



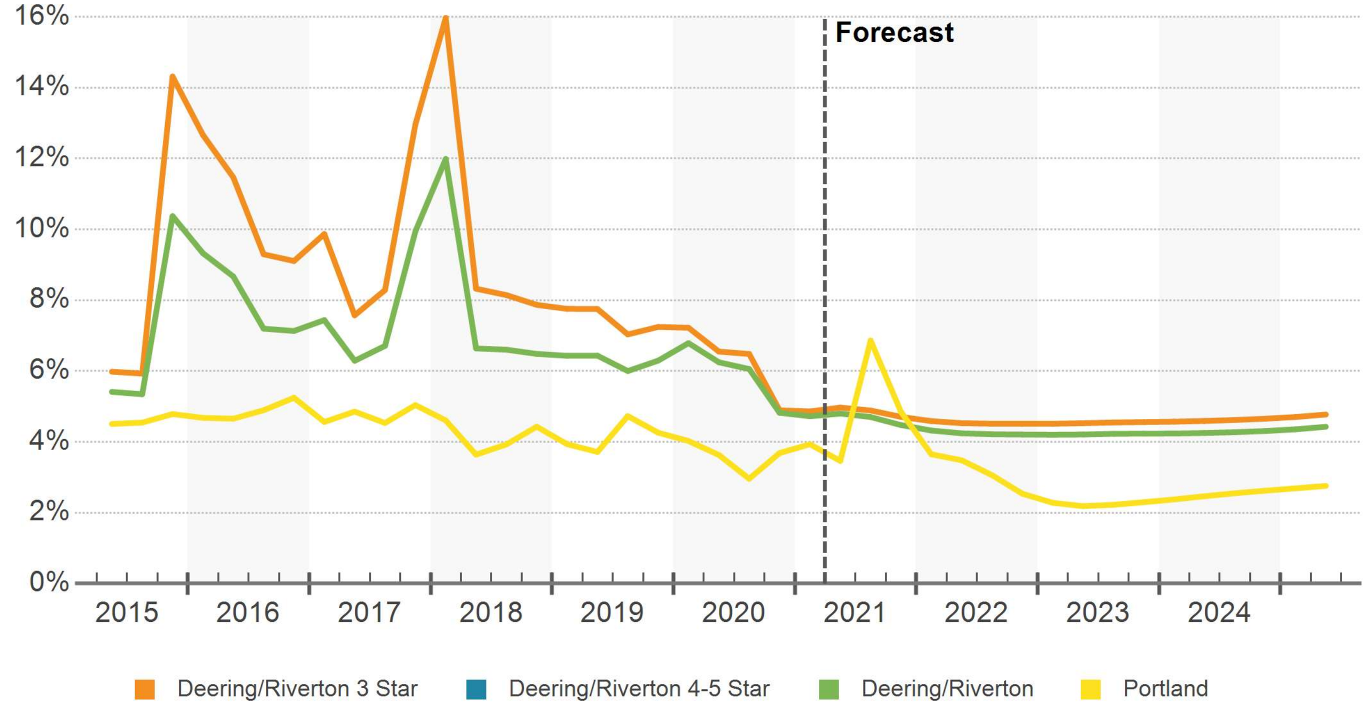
MARKET CAP RATE



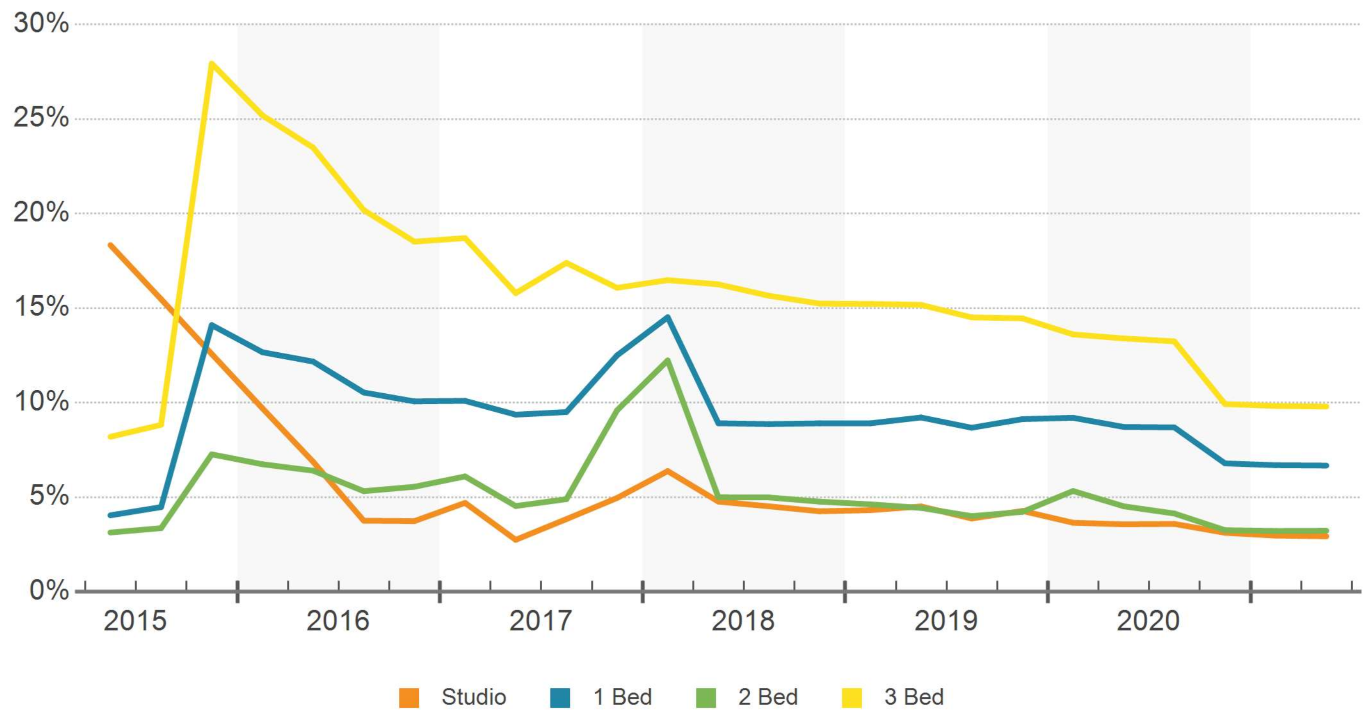
Vacancy

Deering/Riverton Multi-Family

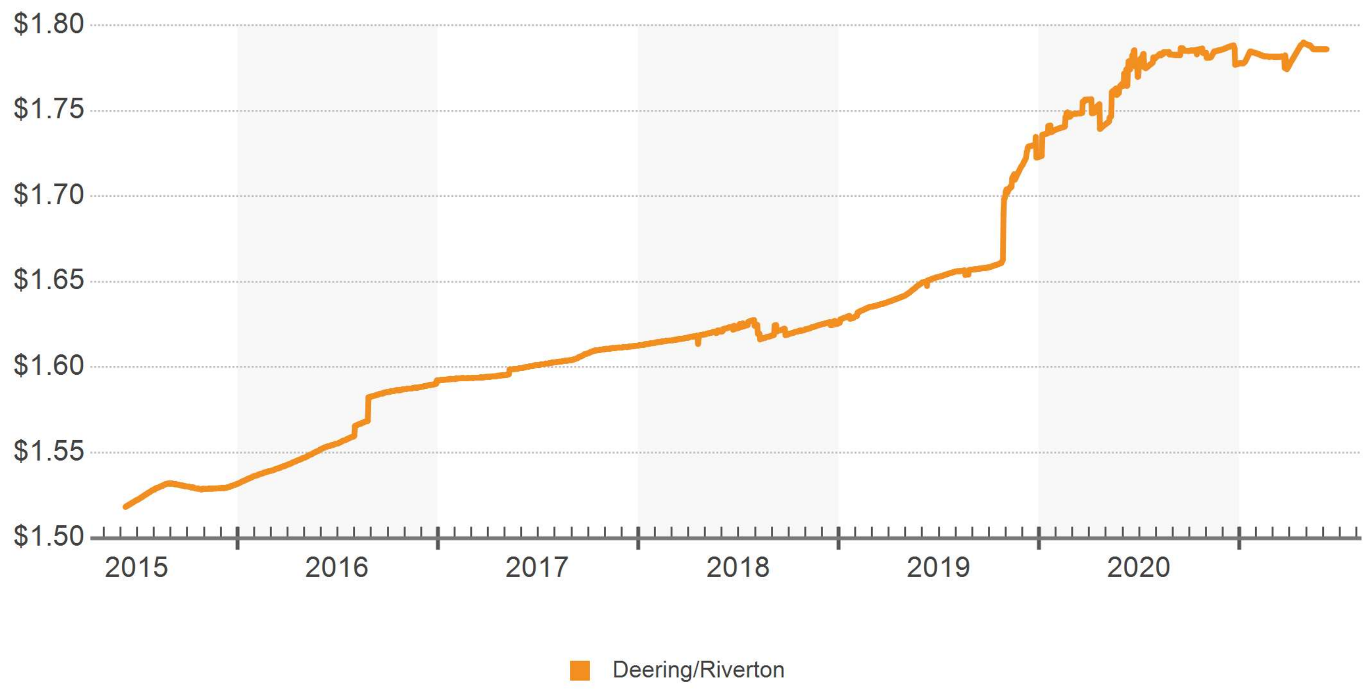
VACANCY RATE



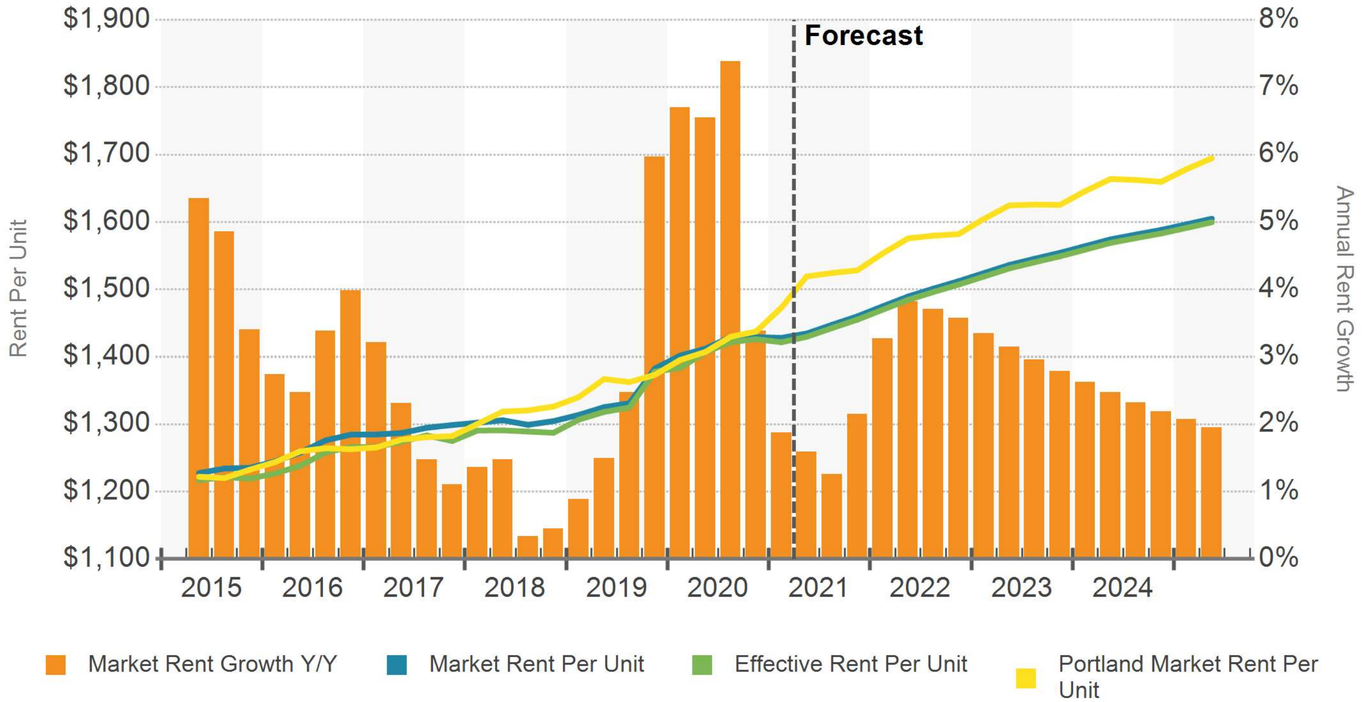
VACANCY BY BEDROOM



DAILY ASKING RENT PER SF



MARKET RENT PER UNIT & RENT GROWTH



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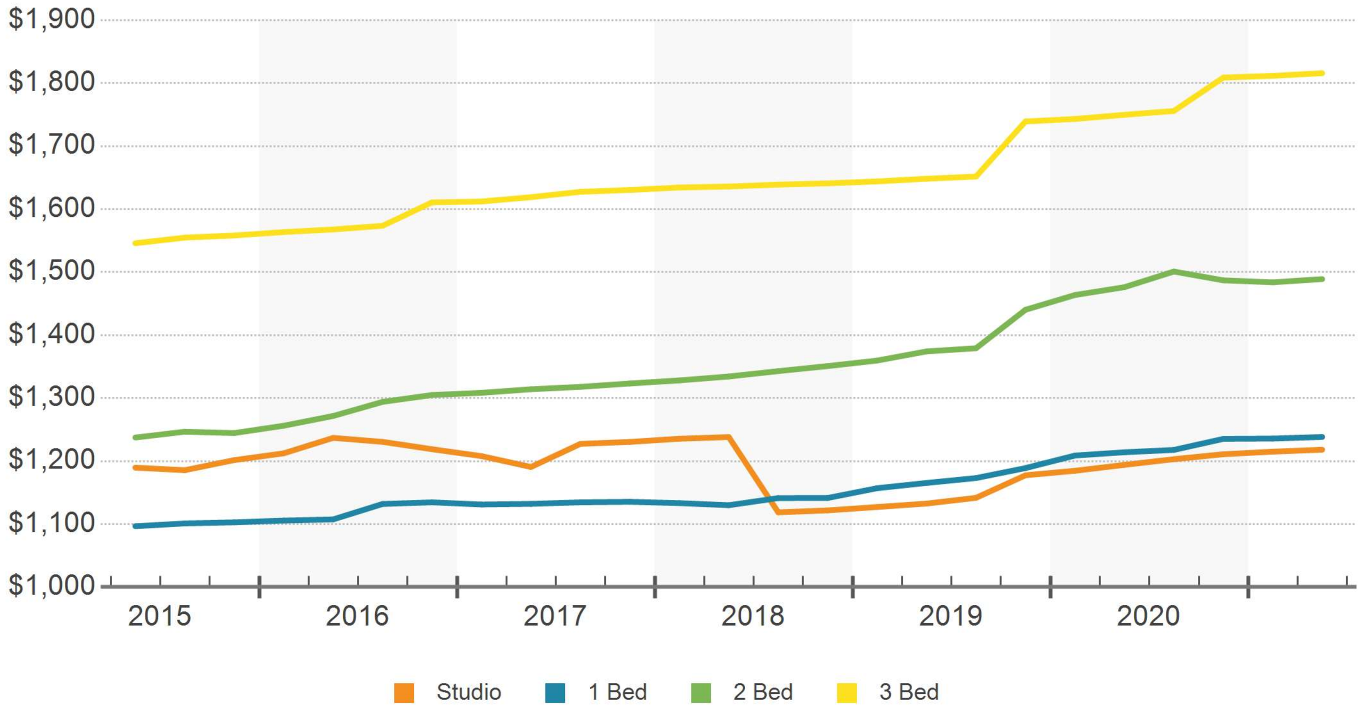
MARKET RENT PER UNIT BY BEDROOM



Solid Advice
CPTM
Solid Values

Via Email

June 14, 2021

Board of Assessment Review
389 Congress Street
Room 211
Portland, ME 04101

Re: Appeal of Auburn Terrace LLC Assessment

Dear Members of the Board,

Please accept this letter as our withdrawal of the above referenced matter currently scheduled for hearing today, June 14, 2021 at 5:30 pm.

The subject property is listed below:

Taxpayer Name	Parcel ID	Address	Assessment
Auburn Terrace LLC	372-A-033-001	248 Auburn Street	$9,116,400

Should you have any questions, please do not hesitate to contact me at (617) 869-0940.

Respectfully yours,

Paul Krupinsky,
Senior Tax Manager
Commercial Property Tax Management, LLC

Commercial Property Tax Management, LLC
345 Cilley Road, Suite 1, Manchester, NH 03103
tel. 603.314.0135 fax. 603.314.0138