Land in Common

community land trust

Land for life, livelihood and liberation in Wabanakik/Maine

www.landincommon.org

LAND COMMITMENT (GROUND LEASE)

v.10.9

Agreed By and Between

LAND IN COMMON

and

[LAND STEWARD]

____ of _____, 20___

for land located at

[address]

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LAND COMMITMENT[1]

This Land Commitment Agreement, also known as a Ground Lease, is entered into on this ___day of _____, 20__, between **Land In Common**, a nonprofit community land trust ("Land in Common"), including its successors and assigns, and **[Land Steward]**, a [description of land steward entity, if applicable] ("Land Steward") and its successors, if any. In this Land Commitment, Land in Common and the Land Steward are collectively called the "Parties."

HONORING LAND, COMMITTING TO ACTION

The Parties affirm that the Land referenced in this Land Commitment is one interconnected part of the whole Earth that sustains and nourishes us all. The Land was here before us, gave birth to all that we know and love, and it will endure long after this document and the cultures that produced it have crumbled to dust. We affirm our shared responsibility to this Land, we commit ourselves to caring for it and defending it from harm, and we strive to honor its gifts with our lives and actions.

This Land Commitment is made in the unceded homelands of [name specific Wabanaki Nation(s)] people and on land scarred by centuries of violence, theft, erasure, exploitation, and exclusion of many communities marked as "other" by white supremacy and colonialism. We take responsibility for responding to these histories and ongoing realities. We commit to active support for Wabanaki sovereignty and resurgence; to dismantling colonialism, white supremacy, patriarchy, transphobia, and all other forms of oppression; and to supporting collective Black and brown liberation and healing.

CONTEXT AND PURPOSES OF THIS AGREEMENT

1. Land in Common is a nonprofit community land trust organized for the following purposes:

[1] This Land Commitment has evolved over the course of many years from an initial version based on the National Community Land Trust Network's 2011 Model Ground Lease. Alterations and additions of portions and of the whole, especially to make the document more accessible and to bring it into stronger alignment with Land in Common's core values, have been made with input and insight from a number of Land in Common's members, staff, and collaborators (Sherie Blumenthal, Sara Bobson, Kate Boverman, Nathan Brimmer, Jonah Fertig-Burd, Autumn Jade Fitch, René Goddess, Mike Hermann, Daphne Loring, Sarah Matari, Ethan Miller, Dawn Neptune Adams, Mali Obomsawin, Camille Parrish, Jesse Saffeir, Lokotah Sanborn, Bonnie Shulman) and legal advisors (Don Furman, Andrian Lee, Amy Manzelli, and Phil Worden). Thank you to all who have contributed, and we welcome ongoing input to make this better.

- To hold title to real property, and to the development rights to real property, in order to protect affordable housing, community spaces, agricultural lands, and conservation lands from real estate speculation and unsustainable development.

- To preserve and protect ecological integrity on the land, fostering spiritual and physical relationships of mutual care and respect between people, the land, and all species who share it.

- To support, develop and share models and practices of democratic, equitable and ecologically responsible land care, housing and livelihood, economic self-organization, intentional community and regional solidarity-based networking;

- To strengthen movements within society compatible with the organization's purposes, and to facilitate public awareness and engagement in such movements.

2. Land in Common's organizational values, which this Land Commitment seeks to embody and to advance, are as follows:

- We believe that land is a vital source of life and sustenance. It is not a commodity.
- We believe that land access and security should not be tied to economic wealth.
- We believe that a home is a fundamental right of all living beings.
- We are committed to justice and anti-oppression in all of our work.
- We are committed to bold experimentation and to learning with humility.
- We are committed to cooperation, collaboration, mutual-aid, and direct democracy.
- We value the true wealth of sufficiency and "enoughness."
- We honor the importance of spirituality, mindfulness, love, and joy.
- We are committed for the long haul, in the service of future generations.
- We strive to enact these values in the culture and structure of our organization.

3. The Land described in Exhibit A ("Land") is held in trust by Land in Common and is leased to the Land Steward in support of these purposes and values.

4. The Land Steward shares the purposes and values of Land in Common and enters into this Land Commitment not only for its direct benefits, but also to further these purposes and values.

5. Land in Common and Land Steward recognize the special nature of the terms of this Land Commitment, and each of them accepts these terms, including those terms that affect the resale price of the Infrastructure located on the Land.

6. Land in Common and Land Steward agree that the terms of this Land Commitment further their shared goals over an extended period and through a succession of Land Stewards and land title holders.

NOW THEREFORE, Land Steward and Land in Common agree on all the terms and conditions of this Land Commitment Agreement.

DEFINITIONS

The Parties agree on the following definitions of key terms used in this Agreement:[2]

Base Price: The total price that has been paid for the Infrastructure by the Land Steward at the time of closing, including down payments and amounts financed.

Community Equity: The part of the total market value of a property that is held by Land in Common for the purpose of maintaining affordability.

Community Equity Infrastructure Value. This is the value of any infrastructure added to the existing Infrastructure or to the Land that has been paid for by Land in Common between the start of this Land Commitment and the Time of Sale Appraisal. This new infrastructure maintains or enhances the capacity of Land Stewards to further the mission of Land in Common without becoming Personal Equity. Community Equity Infrastructure Value is calculated as the total cost of such infrastructure minus depreciation. Land in Common will maintain an ongoing account of such costs and depreciation and will supply this value when the Resale Price is calculated.

Infrastructure: Conventionally referred to as "improvements," this term refers to all real estate that is not land: buildings, structures, and human-made fixtures that are located on and permanently attached to the Land (they are not moveable). This Land Commitment does not use the term "improvements"

[2] These particular terms are defined here because of their importance and unique uses within this Land Commitment. Other legal and technical terms are defined throughout this Agreement using individual footnotes in order to make the document more accessible and clear. These footnotes are for accessibility purposes only and should not be taken as elements of the Agreement itself.

because of its historical connections to a culture of colonization. We do not presume that all human constructions and additions to the Land result in its improvement, though we hope that harm to the Land can be minimized or even reversed as we seek to achieve our shared goals.

Infrastructure Value: Time of Sale Appraisal value minus Initial Appraisal value, plus the Community Equity Infrastructure value, if any.

Inhabitation: This term is used in place of the conventional term "occupancy" because we aspire to create ways of relating to the land and to each other that are based in reciprocity and respect rather than on the attitude of conquest implied by "occupation."

Initial Appraised Value: The market value appraisal of the infrastructure (separate from the Land) at the time of the Land Steward's purchase. In the case of new construction, the total construction cost will be considered equal to market value appraisal.

Land, or Leased Land: The specific bounded part of the Earth, described in Exhibit A, which is leased to the Land Steward.

Land Commitment: Because the term "lease" is widely seen to refer to a situation of unequal power and precarity involving a renter-landlord relationship, we choose to emphasize the commitment that this Agreement affirms between Land in Common, the Land Steward, and the Land itself. This Agreement is, for all legal purposes, a Ground Lease, and it is also referred to in this document as a "Land Commitment," "Land Commitment Agreement," or "Commitment."

Land Commitment Payment: The regular fee that the Land Steward pays to Land in Common to help cover modest costs associated with the land, to enact mutual aid and solidarity with other land projects, and to cover other specific costs agreed upon in this Land Commitment. The calculation of this fee is agreed upon and periodically adjusted by Land in Common's membership, which includes Land Steward. While the Land Commitment Payment is, for legal purposes, "rent," it is not intended to extract wealth from Land Stewards but to ensure the long-term viability of the community that is caring for the land.

Land Steward: The person, people, or legal entity that holds this Land Commitment with Land in Common. We use the term "steward" to convey a relationship of responsibility and reciprocity with

the Land rather than a relationship of control or dominion over the Land. The Land Steward is, for all legal purposes, the long-term "tenant."

Non-Honoring: Also known as "Default," this is any violation of the terms of the Land Commitment that has not been corrected or repaired by Land Steward or the holder of a Permitted Mortgage within the specified period after a written Non-Honoring Notice (Section 13.2) has been given by Land in Common. A violation of the terms of the Land Commitment is called an "Event of Non-Honoring."

Permitted Mortgage: A mortgage is an agreement with a money lender that empowers this lender to take ownership of certain property if the loan is not paid back. In this Land Commitment, a Permitted Mortgage is a mortgage agreement that fulfills specific criteria described below and that has been approved in writing by Land in Common. A "Permitted Mortgagee" is the lender who makes the loan. Mortgaging property on the land can enable important goals to be met using borrowed funds, but it also creates risks by opening the possibility that a lender could take control of the land in a situation where the loan is not paid back. All Parties should use caution in pursuing this kind of Mortgage.

Personal Equity: The part of the total market value of infrastructure that is held by the Land Steward and can become personal income upon the sale of this infrastructure. This equity is purposefully limited by this Land Commitment and by Land in Common's structure to ensure long-term affordability for future Land Stewards.

Resale Price: The maximum price the Land Steward may receive for the sale of the Infrastructure, as defined in Article 9 of this Land Commitment.

Time of Sale Appraisal: The market value appraisal of the Infrastructure (separate from the land) at the time that the current Land Steward wishes to sell this Infrastructure.

ARTICLE 1. COMMITTED LAND

1.1. **LAND IN COMMON LEASES LAND TO LAND STEWARD.** Land in Common hereby leases to Land Steward, and Land Steward hereby accepts, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the right to inhabit and use the Land described in the attached Exhibit A according to the terms of this Land Commitment.

1.2. **MINING RIGHTS NOT LEASED TO LAND STEWARD.** Land in Common does not convey to Land Steward the right to mine the Land for minerals or other materials lying beneath the Land's surface. Land in Common reserves all mining rights for the purpose of never using them.

ARTICLE 2. DURATION OF LAND COMMITMENT

2.1. **LAND COMMITMENT TERM IS 99 YEARS**. This Commitment will remain in effect for 99 years, beginning on _____ ("Commencement Date"), and ending on _____, unless ended sooner or renewed as described below.

2.2. **LAND STEWARD CAN RENEW LAND COMMITMENT**. This Land Commitment may be renewed for unlimited additional periods of 99 years at the sole option of the Land Steward, as long as the Land Steward is not in an Event of Non-Honoring under this Commitment (see Article 11) or under a Permitted Mortgage (see Article 7) at the time of the current Land Commitment's expiration.

2.3. **PROCESS FOR RENEWING LAND COMMITMENT**. The process for renewing the Land Commitment is as follows:

(a) Land in Common will give Land Steward a written notice ("Renewal Invitation") of the current Land Commitment's expiration date at least one year (and not more than 18 months) before that expiration date. This notice must include a description of the process for renewal, along with any changes to the Land Commitment that Land in Common proposes to make for the next 99-year Land Commitment period.

(b) If Land in Common does not give the Renewal Invitation by this date, Land Steward may request renewal of the Land Commitment in writing. If Land in Common fails to respond to this request, the current Land Commitment will remain in effect on a one-year rolling basis until a new Land Commitment is established.

(c) Within 60 days upon receiving the Renewal Invitation, Land Steward will give written notice ("Renewal Acceptance") to Land in Common of their desire to renew the Land Commitment.

(d) When Land in Common has received the Renewal Acceptance, Land Steward and Land in Common will either negotiate and sign a new Land Commitment, or sign a memorandum stating that the option to renew the current Land Commitment has been exercised.

2.4. **REGULAR AND AS-NEEDED REVIEWS OF LAND COMMITMENT**. Both Parties will review this Land Commitment and check in with each other at a minimum of every 10 years to be sure that they are reasonably satisfied with its terms and that it continues to accurately reflect their mutual understanding. When a change is requested by either Party or required by circumstances, representatives chosen by each Party will meet at a mutually agreed time and location to discuss possible changes. Mutually accepted changes can be made with a written addendum to this Land Commitment signed by authorized representatives of both Parties.[3]

2.5. **TRANSFER OF THE LAND IS RESTRICTED**. For the duration of this Land Commitment, the Land cannot be sold, gifted, or otherwise transferred by Land in Common, or its successors and assigns, to any person or legal entity other than a successor of Land in Common, a Tribe that is federally recognized either in the U.S. or Canada, a legal entity wholly owned or controlled by such a Tribe or its enrolled and/or direct descendants, or a nonprofit organization with 501(c)(3) status dedicated in whole or in significant part to land care and community reconnection to land and waters. In particular, first offer for any transfer other than to a direct successor of Land in Common will be granted to the Wabanaki Commission on Land and Stewardship. Should the Wabanaki Commission decline, refusal shall be offered to Wabanaki Nations or other Wabanaki-led organizations at the discretion of the Wabanaki Commission on Land and Stewardship before it is offered to other organizations meeting the criteria above.

2.6. **LAND COMMITMENT IS BINDING ON ALL FUTURE HOLDERS OF THE LAND.** This Land Commitment is binding on all successors and assigns of Land in Common.

2.7. **WHAT HAPPENS IF THE LAND COMMITMENT IS INVALIDATED OR TERMINATED BY COURT ORDER**. If this Land Commitment is invalidated or terminated by Court order or other legal action, in whole or in part, Land in Common will work with Land Steward to the best of its ability to develop an alternative arrangement that ensures, if at all possible, Land

[3] An **authorized representative** is a person who is chosen by each Party to be able to sign legal documents on behalf of their whole group or organization. In a case where there is only one Land Steward, this person is the authorized representative by default. In a case where there is a larger group, the group decides who to authorize.

Steward's ongoing use and inhabitation of the Land while also upholding Land in Common's values and purposes.

ARTICLE 3. USE OF AND CARE FOR LAND

3.1. **LAND IS THE SOURCE OF ALL LIFE**. This Land is one small part of the whole, living, unbounded Earth from which all life comes and to which all life returns. This land is not "property"; it is not a "commodity" or an "asset" to be bought and sold; and it is not a "resource" from which wealth can be extracted. The Land is a relationship to which we are bound. It is the source of sustenance for ourselves and for the more-than-human others with whom we share life and home. As interdependent beings seeking to be in good relationship with the Land, we are obligated to care for it, to share it, to offer gratitude, and to seek healing and justice through its use.

3.2. **HUMAN USES OF LAND**. A primary goal of this Land Commitment is to facilitate the use, inhabitation of, and gracious care for the Land by the Land Steward for the purposes of personal residence, healing, retreat, organizing for collective liberation, subsistence activity, home-based income generation, and other purposes which fulfill the needs and dreams of the Land Steward and enact the values of Land in Common.

3.3. **CARE FOR LAND**. Informed by ecological best practices of the time and, as much as possible, by reciprocal, non-appropriative learning from traditional Wabanaki knowledge land care practices, Land Steward will care for the land in ways that ensure the long-term health of the soil and water, the flourishing of place-appropriate biodiversity of flora and fauna, the maintenance and enhancement of long-term carbon sequestration processes, and the ongoing, synergistic integration of the Land with human livelihoods and with wider ecological relations.

3.4. **RESPONSIBLE USE AND SAFE SPACE**. With the exception of reasonable self-defense from parties or actions posing danger to people, communities, infrastructure, or land, Land Steward will not use the Land in ways that cause harm to others. Land Steward will not, in particular, purposefully participate in or support activities that continue or amplify patterns of white supremacy, colonialism (including cultural appropriation), transphobia, classism, or other forms of oppression, exclusion, or violence based on gender, sexuality, age, ability, or other identities and experiences. When harm is caused by unintentional action, Land Steward commits to participating in community-requested and

community-determined processes of accountability and repair, and to ongoing anti-oppression learning that supports avoidance of future harms.

3.5. **LAND STEWARD IS RESPONSIBLE FOR USE BY OTHERS**. Land Steward is responsible for the use of the Land by all residents and their families, friends, visitors, and anyone else using or visiting the Land with their consent.

3.6. **LAND MUST BE CONSISTENTLY USED BY LAND STEWARD**. This Land Commitment is about building long-term, committed, and consistent relationships with the Land, and avoiding relationships of absentee ownership or "vacation home" relationships with the Land. In this spirit, the Land Steward must directly engage with the Land, whether by living on it or doing land-based work (farming, gardening, consistent land care, etc.) for at least 8 months of each calendar year during the term of this Land Commitment, unless otherwise agreed by Land in Common. Storing personal property on the land does not, by itself, count as direct engagement with the Land.

3.7. **LAND IN COMMON MAY VISIT LAND FOR ACCOUNTABILITY**. For ongoing accountability to the terms of this Land Commitment, Land in Common may choose a staff member, Board member, or other person in a leadership role in the organization to visit the Land. This representative of Land in Common may visit any outdoor area of the Land after notifying the Land Steward at least 48 hours before the planned visit. No more than one accountability visit may be carried per year, except in the case of an emergency, a report of a potential Land Commitment violation, or if there is an ongoing Land Commitment violation already identified. In such exceptional cases, the representatives of Land in Common may visit any outdoor area of the Land after making reasonable efforts to inform the Land Steward before the visit. If Land in Common has received an Intent-To-Transfer Notice (described in Section 9.4), then Land in Common or its authorized representative has the right to inspect the interiors of all fully enclosed buildings to determine their condition before the sale. Land in Common must notify the Land Steward at least 48 hours before such inspection.

3.8. **LAND STEWARD HAS A RIGHT TO PEACEFUL ENJOYMENT**. Subject to the terms of this Land Commitment, Land Steward has the right to not be disturbed in their use and inhabitation of the Land by Land in Common or by anyone working on its behalf.

ARTICLE 4. LAND COMMITMENT PAYMENT

4.1. **PURPOSE OF LAND COMMITMENT PAYMENT**. In consideration of the continued use and inhabitation of the Land, the Land Steward will pay to Land in Common a Land Commitment Payment.[4] The intent of this Land Commitment Payment is not to profit from rental of land, but to help cover modest costs associated with Land in Common's long-term holding of the land, to enact mutual aid and solidarity with other land projects and Wabanaki communities and Nations, to cover the costs of any relevant loans associated with purchasing the Infrastructure or Land that the Land Steward has agreed to pay for, and to cover any other costs agreed upon between Land in Common and Land Steward.

4.2. **HOW THE PAYMENT IS DETERMINED**. The Land Commitment Payment is made up of three different parts, and is calculated with this formula:

> Total Land Commitment Payment amount = Commons Payment + Financing Payment (if any) + Temporary Reimbursement Payment (if any).

(a) The Commons Payment is determined by Land in Common's Membership and is intended to help cover costs of long-term land holding, and to enact mutual aid and solidarity with other land projects and broader land justice movements. The Payment is determined and adjusted according to the following process:

(1) On every 5th year starting in 2030, and no less than 6 months before the Annual Meeting of Land in Common's General Membership, Land in Common will deliver a proposal for a new Commons Payment calculation to its General Membership, including the Land Steward.

(2) Land Steward has 60 days from the receipt of this proposal to respond in writing to Land in Common with proposed amendments. This response must include an explanation of the reasons for the proposed amendments.

[4] To secure a legal agreement like this, some kind of "consideration" (payment or other exchange) is needed. While we are trying to avoid the power dynamics associated with rent, we do need to tie some kind of payment to the Land Commitment in order to ensure its validity over time in the colonial legal system.

(3) If amendments are proposed, Land in Common will draft a revised Commons Payment proposal and deliver it to the General Membership, including Land Steward, no less than 1 month before the Membership's Annual Meeting.

(4) This proposal will be brought before the General Membership at the Annual Meeting for discussion, amendments, and final approval.

(5) If, for any reason, this process has not been completed by the time that an adjusted payment is due, the Land Commitment Payment will remain the same as in the previous year and continue at that amount until the adjustment process is completed.

(b) If Land Steward has entered into a loan agreement with Land in Common to finance such a purchase, the amount and schedule of the Financing Payment will match the payment terms of that loan agreement. A missed or partial Financing Payment is a Non-Honoring under Section 11.2, but is cured according to the process described in the loan agreement.

(c) A Temporary Reimbursement Payment is due in cases where Land in Common and Land Steward have created an alternative plan for reimbursing Land in Common for unpaid costs such as taxes, as described in Section 5.4., or reimbursement for lien payments described in Section 6.4.

4.3. **NOTIFICATION OF PAYMENT AMOUNT**. Once the Land Commitment Payment amount for upcoming years has been decided, Land in Common will notify the Land Steward of this new amount within two weeks after the Annual Meeting. Land in Common and Land Steward will sign a Land Commitment Payment Agreement affirming the payment amount for the next 5 years.

4.4. **MAKING THE PAYMENT**. The Land Commitment Payment is due twice annually, with 6 months of payment due on June 1st and the remaining 6 months of payment due on December 1st. The Land Steward may, at their discretion, make both payments any time on or before June 1st.

4.5. **REDUCTION, DELAY OR WAIVER OF PAYMENT AMOUNT**. Land in Common's intention is to enable continued inhabitation and use of the Land by the Land Steward and to support their well-being and success. Land in Common may therefore reduce, delay or waive entirely the Land Commitment Payment at any time in consideration of challenges encountered by the Land Steward.

ARTICLE 5. TAXES

5.1. **LAND STEWARD PAYS ALL TAXES**. The Land Steward will pay all taxes and other governmental fees and assessments that relate to the Land and the Infrastructure ("Taxes").

5.2. **LAND IN COMMON WILL PASS ON TAX BILLS TO LAND STEWARD**. If a taxing authority bills Land in Common for the Taxes on the Land, Land in Common will pass this bill to the Land Steward for timely payment.

5.3. **LAND STEWARD WILL INFORM LAND IN COMMON IF THEY CANNOT PAY TAXES**. If Land Steward is unable to pay some or all of its Taxes by the taxing authority's deadline, Land Steward will inform Land in Common immediately.

5.4. **IF LAND STEWARD FAILS TO PAY TAXES**. If Land Steward fails to pay Taxes, Land in Common may pay these Taxes and increase Land Steward's Land Commitment Payment to reimburse for this amount. Any reimbursement increase will be implemented on a time-frame agreed by both Parties and with the intention of protecting the Land Steward's tenure on the Land.

5.5. **LAND STEWARD HAS A RIGHT TO CONTEST TAXES**. The Land Steward has the right to contest the amount or validity of any taxes or assessments on the Infrastructure or Land. Land in Common may join in any such proceedings at the request of the Land Steward. All costs and expenses of such proceedings will be paid by the Land Steward.

5.6. **PARTY THAT PAYS TAXES MUST SHOW PROOF**. Each party will provide evidence documenting the payment of all Taxes upon request by the other party.

ARTICLE 6. INFRASTRUCTURE

6.1. **THE LAND STEWARD OWNS INFRASTRUCTURE**. Land Steward owns all structures, including buildings and fixtures constructed or installed by the Land Steward on any part of the Land at any time during the term of this Land Commitment (collectively, the "Infrastructure"). Title to the

Infrastructure is and will remain vested in the Land Steward. However, Land Steward's rights of ownership are limited by this Land Commitment, including Section 6.5 and Article 9 below.

(a). Removal of Infrastructure. Land Steward may remove any non-permanent Infrastructure, including, but not limited to, arbors, sheds, appliances, water pumps, solar panels, and other structures not anchored permanently to below-grade foundations. Removal of permanent Infrastructure, however, may only be done with the prior written consent of Land in Common, which Land in Common may withhold for reasons related to its organizational purposes.

(b). Value of Infrastructure. The dollar value of Land Steward's ownership interest in the Infrastructure ("Personal Equity") will be calculated according to the Resale Price formula described in Section 9.7.

6.2. **LAND STEWARD IS RESPONSIBLE FOR SERVICES, MAINTENANCE, AND REPAIRS**. To the best of their ability, Land Steward will maintain the Infrastructure in good, safe, and habitable condition, except for normal wear and tear. Land Steward is responsible for maintaining all services or infrastructure on the Land, and will see that all necessary repairs and replacements are made when needed. Land in Common has no obligation to make any repairs to the Land or Infrastructure, or to provide any services or infrastructure such as heat, electricity, or water.

6.3. **CONSTRUCTION BY LAND STEWARD MUST MEET CERTAIN REQUIREMENTS**. If Land steward wants to build or install buildings, roads, wells, or other significant, permanent infrastructure on the Land, or wants to renovate existing infrastructure in ways that substantially change its footprint or form, the following requirements must be met:

(a) All costs will be borne and paid for by the Land Steward;

(b) Construction will be performed in a sound and professional manner;

(d) Prior written consent by Land in Common is required for any infrastructure construction or renovation that permanently impacts the land such as roads, wells, or in-ground foundations;

(e) For activities requiring Land in Common's prior written consent, Land Steward must submit a written request to Land in Common, including:

- the reasons for this construction or renovation;
- a list of primary materials to be used and their sources;
- a description of how waste (garbage, sewage, greywater) will be dealt with, and how negative impacts on the land will be minimized;
- a description of how waterways, wetlands, and other water sources and systems may be impacted, and how negative impacts will be minimized;
- a description of who will do the work, including information about what skills and experiences they have that will ensure the work is done well;
- an estimated total cost of construction (a range may be given);
- a floor plan and elevation drawing showing dimensions of proposed construction;
- a simple map showing the location of the proposed construction on the land.

If Land in Common needs additional information, it will request this information from Land Steward within 2 weeks of receiving the request. Land in Common then, within 2 weeks of receiving all necessary information (including any additional information it may have requested) will give Land Steward either its written consent or a written statement of its reasons for not consenting. Land in Common may only withhold consent if the Land Steward's proposal violates terms of this Land Commitment.

6.4. **LAND STEWARD MAY NOT ALLOW LIENS TO REMAIN AGAINST LAND OR INFRASTRUCTURE**.[5] No lien (a claim against property by a third party) of any type will attach to Land in Common's title to the Land. If a lien is filed against the Land, Land Steward will take prompt action to discharge this lien within 60 days, whether by payment, deposit, bond, court order, or other means permitted by law. If the lien is not discharged within 60 days, Land Steward will notify Land in Common, which has the right to discharge the lien directly.[6] Any amounts paid by Land in Common to discharge liens will be added to the Land Steward's Land Commitment Payment. Land Steward may contest the validity of any asserted lien, at their expense, if they have provided a bond or other acceptable surety that releases the Land from the lien.

[5] A **lien** is a claim on someone's property made by a third party, usually in a case where that party has done some work and hasn't been paid. A contractor, for example, who is owed money can file a lien through the county court in order to seek payment. While active, the lien gives the contractor a kind of stake in the property. In the worst case scenario, an undischarged lien (a lien that isn't cancelled by paying off the debt) can force a foreclosure on the property.

[6] **Discharging a lien** usually happens by paying money that is owed or by settling a lawsuit associated with the lien.

6.5. **WHEN LAND COMMITMENT ENDS, OWNERSHIP OF INFRASTRUCTURE GOES TO LAND IN COMMON, WHICH WILL REIMBURSE LAND STEWARD**. If this Land Commitment is terminated for any reason, or if it is not renewed or renegotiated before its expiration, Land in Common will become the owner of the Infrastructure. Upon assuming such title to the Infrastructure, Land in Common will compensate Land Steward and any Permitted Mortgagees on a reasonable schedule of Land in Common's choosing, as follows:

> FIRST, Land in Common will pay any Permitted Mortgagees the full amount owed to such lender by Land Steward;
>
> SECOND, Land in Common will pay the Land Steward the balance of the Resale Price calculated according to Article 9, as of the time of transfer of ownership, minus the total amount of any unpaid amounts owed to Land in Common under the terms of this Land Commitment. The Land Steward will be responsible for any costs necessary to clear any liens or other charges related to the Infrastructure. If Land Steward fails to clear such liens or charges, the balance due the Land Steward will be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by Land in Common.

ARTICLE 7. FINANCING

7.1. **LAND STEWARD CANNOT MORTGAGE THE INFRASTRUCTURE WITHOUT LAND IN COMMON'S PERMISSION**: The Land Steward may only mortgage the Infrastructure (use the Infrastructure as collateral for a loan), or refinance a mortgage, with the written permission of Land in Common.[7] Any mortgage or deed of trust permitted in writing by Land in Common is defined as a "Permitted Mortgage," and the holder of such a mortgage or deed of trust (the lender) is defined as a "Permitted Mortgagee." These definitions are further specified in Exhibit C.[8]

[7] **Refinancing a mortgage** means getting a new loan that pays off the old loan. This is usually done when a borrower is able to find a loan with better terms (lower interest, longer time-frame, friendlier lender, etc.).

[8] For clarification, because this can be confusing: When a lender makes a loan that is secured by some property, they get an ownership stake in this property. That stake is the **mortgage**. This is why the lender is the "holder" of the mortgage, and the person getting the loan is the one who *mortgages*. In other words: in exchange for the lending money, the borrower transfers (mortgages) a stake in the property (collateral). A **Deed of Trust** is a legal document that is sometimes used instead of a mortgage, and it involves a third party that holds the property until the loan is paid off.

7.2 **BY SIGNING LAND COMMITMENT, LAND IN COMMON GIVES PERMISSION FOR ORIGINAL MORTGAGE**. By signing this Land Commitment, Land in Common gives written permission for any mortgage or deed of trust signed by Land Steward, effective on the day this Land Commitment begins, for the purpose of financing their purchase of the Infrastructure.

7.3. **LAND STEWARD MUST GET PERMISSION FOR REFINANCING**. If Land Steward seeks a loan that is to be secured by a mortgage on the Infrastructure (to refinance an existing Permitted Mortgage or to finance Infrastructure repairs or for any other purpose), they must inform Land in Common, in writing, of the proposed terms and conditions of such mortgage loan at least 30 days before the expected closing date. Information provided to Land in Common must include:

- a description of the property to be mortgaged;
- the name of the proposed lender;
- Land Steward's reason for requesting the loan;
- the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- expected closing costs;
- the rate of interest and the repayment schedule;
- a copy of the appraisal commissioned in connection with the loan request;
- and a description of how the loan will be repaid on a regular basis

Land in Common will not permit a mortgage if the loan increases Land Steward's total mortgage debt to greater than 80% of the then current Resale Price, calculated according to Section 9.7 below, or if the terms of the transaction otherwise threaten the interests of the Land Steward or Land in Common.

7.4. **LAND IN COMMON IS REQUIRED TO ALLOW A "PERMITTED MORTGAGE."** Land in Common will permit any mortgage for which the lender (mortgagee) has signed a "Standard Permitted Mortgage Agreement" as described in Exhibit C and for which the loan secured thereby does not increase Land Steward's total mortgage debt to an amount greater than 80% of the then current Resale Price, calculated according to Section 9.7 below.

7.5. **OBLIGATIONS OF PERMITTED MORTGAGEE**. Any lender must be bound by each requirement in Exhibit C, unless that particular requirement is removed, contradicted, or modified by

a supplemental agreement (or "Rider") attached to this Land Commitment and signed by the Land Steward and Land in Common that modifies the terms of the Land Commitment during the term of the Permitted Mortgage.[9]

7.6. **RIGHTS OF PERMITTED MORTGAGEE**. Any lender will have all the rights and protections stated in the attached Exhibit C.

7.7. **PROCEEDS FROM A FORECLOSURE**. It would be against the purposes of this agreement if Land Steward could receive more than the Resale Price as the result of the foreclosure of a mortgage.[10] Therefore, Land Steward hereby irrevocably assigns to Land in Common all net proceeds of sale of the Infrastructure that would otherwise have been payable to Land Steward and that exceed the amount of net proceeds that Land Steward would have received if the property had been sold for the Resale Price, calculated as described in Section 9.7 below. Land Steward authorizes and instructs the Permitted Mortgagee (lender), or any party conducting any sale, to pay such excess amount directly to Land in Common. If, for any reason, an excess amount is paid to Land Steward, Land Steward agrees to promptly pay this excess to Land in Common, minus any administrative costs incurred.

7.8. **COSTS OF PERMITTED MORTGAGE**. If any expenses are incurred by Land in Common in connection with any Permitted Mortgage, including attorney's fees, Land Steward will reimburse Land in Common for this amount according to a payment plan agreed upon by both Parties.

ARTICLE 8. LIABILITY, INSURANCE, DAMAGE, & EMINENT DOMAIN

8.1. **LAND STEWARD ASSUMES ALL LIABILITY**. Land Steward assumes sole responsibility and liability for all injury to persons or damage to property, from any cause, related to inhabitation and use of the Land. Land Steward will defend, indemnify, and hold Land in Common harmless against all claims of liability for injury or damage to person or property from any cause on the Land.[11]

[9] There may be certain cases where a lender requires something that this Land Commitment doesn't allow, or where they require a change to the Land Commitment. All Parties should be very cautious in cases like this, but may decide together to make such a change in particular circumstances.

[10] A **foreclosure** happens when a loan is not paid and the lender takes ownership of the mortgaged property.

[11] **Indemnify** is a legal term that means preventing someone from being held legally responsible (liable) for another's harm. Another way to say this is that indemnification seeks to remove liability. This doesn't mean that one party is totally protected from being sued for harm of another; it's just a way of creating some protection in the case of such a lawsuit.

8.2. **LAND STEWARD WILL REIMBURSE LAND IN COMMON**. In the event Land in Common is required to pay any sum that is the Land Steward's responsibility or liability, Land Steward will reimburse Land in Common for this amount according to a plan agreed upon by both Parties.

8.3. **LAND STEWARD MUST INSURE THE INFRASTRUCTURE AND LAND**. Land Steward must maintain both casualty (property loss) insurance and liability insurance policies for the Infrastructure and Land.[12] This is important because: first, without such insurance the Land and Infrastructure could be lost in the case of an expensive lawsuit; and, second, Land in Common cannot hold its own liability insurance without certification that Land Steward is also insured.

(a). Casualty Insurance. Land Steward will, at their expense, continuously insure the Infrastructure against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03 or its equivalent[13], for the full replacement value of the Infrastructure, and in any event in an amount that will not incur a coinsurance penalty.[14] Land Steward must provide proof of this insurance annually to Land in Common. At its sole discretion, Land in Common may waive this requirement for casualty insurance, or to approve an alternative or unconventional plan for insurance.

(b). Liability Insurance. Land Steward will, at their expense, maintain continuous public liability using ISO Form HO 00 03, or its equivalent, in the minimum amount of $350,000 per occurrence and in the aggregate.[15] Land in Common must be named as an additional insured using ISO Form HO 04 41, or its equivalent, and proof of this insurance must be given to Land in Common annually.[16] The dollar amounts of this coverage may be increased periodically at Land in Common's request, but not more often than once every five years. Land in Common will inform

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[12] **Casualty insurance** covers cases of property damage or destruction due to things like fire, flooding, or vandalism. **Liability insurance** covers situations where someone gets hurt on the Land and then sues for damages (or, more likely, their insurance sues for damages).

[13] This is a specialized insurance thing. An insurance agent will know what it is.

[14] Another specialized insurance thing that should be discussed with an insurance agent.

[15] Yet another specialized insurance thing that an agent will understand and will be able to ensure is addressed.

[16] An insurance agent can supply this proof of insurance in the form of a Certificate of Insurance.

Land Steward of any required increase at least 60 days before the next date on which the insurance policy is to be renewed, and Land Steward will assure that the renewal includes this change. The amount of any increase will be based on current trends in liability insurance coverage in the area.

8.4. **WHAT IF INFRASTRUCTURE IS DAMAGED OR DESTROYED**. If the Infrastructure is damaged by fire or other causes, Land Steward will take all steps necessary to ensure that this damage is repaired and that the Infrastructure is restored to good condition. Repair and restoration will be completed as soon as possible and Land Steward will ensure in the meantime that the damaged Infrastructure is not dangerous. If Land Steward determines, based on professional estimates, either (1) that full repair and restoration is physically impossible, or (2) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Land Steward cannot otherwise afford to pay for the needed repairs, then Land Steward will notify Land in Common of this problem, and Land in Common may then provide support. This support may include increasing insurance proceeds, reducing the cost of necessary repairs, arranging loans, or other strategies agreed upon by both Parties.

8.5. **WHAT IF SOME OR ALL OF THE LAND IS TAKEN BY EMINENT DOMAIN**. Takings by eminent domain are dealt with as follows:[17]

(a) If any eminent domain or other claim is made on the Land by government entities, Land in Common will support the Land Steward in fighting this claim within the limits of its organizational and community capacity and resources.

(b) If all the Land is taken by government entities, or if a partial taking damages or disrupts the use of the Land and Infrastructure beyond remedy or repair and the Land Steward is unable to stay on the Land, the Land Commitment will terminate as of the date when Land Steward gives up use of the Land.[18] Upon this termination, the entire amount of any compensation provided by the government for the taking will be allocated in the following order: (1) to cover legal and administrative expenses associated with their collection; (2) to any Permitted Mortgagees as required by the Permitted Mortgages; (3) to Land in Common for any amounts owed at the time of termination under this Land Commitment; (4) to the Land Steward, up to an amount equal to

[17] **Eminent domain** is the power of a government (municipal, state, or national) to take property for a "public purpose." According to the U.S. Constitution, this is legal but requires that the government do this by "due process" and with the provision of "just compensation" to the property owner.

[18] A **partial taking** is when only a portion of the property is taken by eminent domain.

the Resale Price (Section 9.7), as of the day before the taking, minus any amounts paid with respect to the second and third clauses above; and (5) the balance, if any, to Land in Common.

(c) If a partial taking does not damage the Infrastructure or interrupt the usefulness of the Land to the Land Steward, then this Land Commitment will continue uninterrupted and any monetary compensation for this taking will be allocated entirely to Land in Common.

(d) If a partial taking damages the Infrastructure only to such an extent that the Infrastructure can reasonably be restored to a use consistent with this Land Commitment, then the Land Commitment will continue uninterrupted and monetary compensation will be allocated in the order described for the case of total takings in subsection (a) above.

ARTICLE 9. TRANSFER OF INFRASTRUCTURE

9.1. **GOALS**. Land Steward and Land in Common agree that conditions and restrictions should be placed on the transfer of Infrastructure located on the Land in order to accomplish the following goals:

(a) Ensure that the Infrastructure on the Land is as affordable as possible for future Land Stewards, and that these future Land Stewards are committed to maintaining and growing Land in Common's mission.

(b) Encourage actions and pathways that enact reparation and healing for people who have been most impacted by historical and contemporary land injustice.

(c) Encourage Land Steward to maintain the Infrastructure over time and make reasonable improvements that enhance the quality of the place.

(d) Ensure that Land Steward receives a fair, non-profit return for their purchase, maintenance, and improvement investments upon selling the infrastructure, while balancing this with the goal of affordability for the next Land Steward.

(e) Encourage long-term relationships with the land, with safe and supportive members of the local community, and with other Land in Common projects.

9.2. **TRANSFERS TO OTHERS MEETING LAND IN COMMON'S PURPOSES**. Except for permitted bequests specified in Section 9.3 below, Land Steward may only sell, gift, or otherwise transfer its interest in the Land and the Infrastructure to Land in Common or to individuals, organizations, or groups that share the purposes of Land in Common and that agree to further these purposes through their use of the Land. Furthermore:

(a) To every extent practically possible, priority in such transfers will be given first to Wabanaki people, Wabanaki-led organizations, and Wabanaki Tribes; second to other Black, brown, or Indigenous people or organizations led by and serving Black, brown, and Indigenous people and communities; and third to others who experience land injustice due to classism, transphobia, ableism, or other forms of oppression.

(b) All transfers are subject to Land in Common's approval and to the purchase option rights described in Section. 9.6 below.

(c) All transfers must require that the next Land Steward enter into a Land Commitment with Land in Common that is similar in character to this current Land Commitment.

(d) No sale or transfer will be valid if it does not follow the criteria and procedures for transfer described in this Land Commitment.

9.3 **INFRASTRUCTURE MAY BE TRANSFERRED TO CERTAIN HEIRS OF LAND STEWARD**. If Land Steward dies (or if the last surviving co-owner of the Land Steward legal entity dies), the executor or personal representative of Land Steward's estate will notify Land in Common within 90 days of the date of the death.[19] After receiving this notice, Land in Common will consent to a transfer of the Infrastructure and Land Commitment to one or more of the following possible heirs, provided that such heirs are willing to agree to the terms of a similar Land Commitment:

(a) the spouse or domestic partner(s) of the Land Steward; or
(b) the child or children, biological or adopted, of the Land Steward; or

[19] A Will usually names a trusted person as the **executor**, the person responsible for making sure that the Will is carried out as specified. If there is no Will, then the state Probate Court will name an "administrator"–generally adult next-of-kin–who is empowered to coordinate distribution of the deceased persons' assets according to the law and to their known wishes.

(c) member(s) of the Land Steward's household who have resided in or made substantial use of the Infrastructure or the Land for at least one year immediately before Land Steward's death.

Any other heirs, legatees, or devisees of Land Steward may request possession of the Infrastructure and assignment of a Land Commitment from Land in Common.[20] Land in Common will, at its sole discretion, decide whether such a request is in alignment with the purposes of the organization and of this Land Commitment. If Land in Common determines that such a request is not acceptable, these heirs will not be entitled to possession of the Infrastructure but must transfer it according to the other provisions of this Article 9.

9.4. **LAND STEWARD'S NOTICE OF INTENT TO TRANSFER**. If the Land Steward wishes to transfer its Land Commitment and sell or gift all or part of the Infrastructure to another party, they must notify Land in Common in writing (the "Intent-To-Transfer Notice"). The Notice must specify: which part of the Infrastructure the Land Steward wishes to transfer; whether the transfer would be a gift or a sale; and whether the Land Steward has a prospective recipient or buyer in mind as of the date of the Notice and, if so, the name of this prospective recipient or buyer.

9.5. **AFTER RECEIVING NOTICE OF INTENT TO SELL, LAND IN COMMON WILL COMMISSION AN APPRAISAL**. If Land Steward's Intent-to-Transfer Notice specifies the intention to sell all or some of the Infrastructure, Land in Common will, within 60 days of such receipt, commission a market valuation of the Infrastructure (the "Time-of-Sale Appraisal") by a licensed appraiser who is acceptable to both Parties. Land in Common and Land Steward will share the costs of such Appraisal equally. The Time-of-Sale Appraisal will be for the Infrastructure only, withholding from the Appraisal any market value that may be contributed by the Land, but also disregarding all restrictions imposed by this Land Commitment on the use, occupancy and transfer of the Infrastructure. Copies of the Time-of-Sale appraisal are to be provided to both Land in Common and Land Steward.

9.6. **LAND IN COMMON HAS AN OPTION TO PURCHASE INFRASTRUCTURE**. If Land Steward does not have a prospective recipient or buyer in mind for the Infrastructure, or if Land

[20] These are all different terms referring to people who inherit things from someone who has died. An **heir** is someone who receives a significant portion of the deceased's assets through a Will or through a state-determined process when there is no Will. A **devisee** is someone who inherits land or buildings via a Will. A **legatee** is someone who inherits personal property (not land or buildings) or a specific portion of money via a Will.

in Common does not believe that transfer to the proposed recipient or buyer would fulfill the purposes of Land in Common and of this Land Commitment, Land in Common will have the option to purchase the Infrastructure (the "Purchase Option") at the Resale Price described in Section 9.7.

(a) Once Land in Common has received an Intent-To-Transfer Notice from Land Steward, and if Land in Common decides to purchase the Infrastructure, Land in Common will notify Land Steward (the "Notice of Intent to Purchase"). This Notice of Intent to Purchase must include Land in Common's determination of the Resale Price. If Land in Common does not notify Land Steward of its intent to purchase within 90 days after receiving the Intent-To-Transfer Notice, the Option will expire.

(b) After giving notice, Land in Common may purchase the Infrastructure, or assign the Purchase Option to a person or entity that fulfills some or all of its organizational purposes.

(c) If Land in Common chooses to purchase the Infrastructure, Land in Common and Land Steward will sign a mutually-agreeable Purchase and Sale Agreement for the Infrastructure within sixty (60) days of Land in Common's Notice of Intent to Purchase or its Option will expire.

(d) If Land in Common does not exercise the Purchase Option as described in this section, Land Steward may sell the Infrastructure as provided elsewhere in Article 9.

(e) If Land in Common does not exercise its Purchase Option as described above, and if Land Steward is no longer inhabiting the Infrastructure and has been unable to locate a buyer and execute a binding Purchase and Sale Agreement within one year of the date of the Intent-to-Transfer Notice, Land Steward hereby appoints Land in Common its "attorney in fact" to seek a buyer, negotiate a price that furthers the purposes of this Land Commitment, sell the Infrastructure, and pay to the Land Steward the proceeds of the sale, minus Land in Common's costs of sale and any other sums owed Land in Common by Land Steward.

(f) Land in Common also holds an Option to Purchase in the event of an uncorrected Non-Honoring by Land Steward as described in Section 11.5(c) below.

(g) If the provisions of the Purchase Option described here are found to be unenforceable for any reason, Land in Common nevertheless has a right of first refusal to purchase the Infrastructure. In

such a case, the following process will apply: if and when Land Steward has a bona-fide third party offer to purchase the Infrastructure, Land Steward will give Land in Common a written notice that includes the name and address of the prospective purchaser, the purchase price offered, and any other terms and conditions of the prospective sale. Land in Common will have 60 days after receiving this offer to respond to Land Steward with a Notice of Intent to Purchase. If Land in Common exercises its right to purchase, this purchase will be completed within 90 days after the Intent to Purchase is given. If Land in Common fails to meet any of these stated deadlines, the original prospective purchaser will have the right to purchase the Infrastructure, subject to all terms and conditions of this and any future Land Commitment.

9.7. **THE RESALE PRICE**. Under no circumstances may the Infrastructure be sold for a price that exceeds the price determined by the Resale Formula described here. With reference to the definitions established in the Definitions section of this Land Commitment, the basic formula for calculating the Resale Price for all or part of the Infrastructure is as follows:

- Resale Price = Base Price + Infrastructure Value (where Infrastructure Value = Time of Sale Appraised Value minus Initial Appraised Value minus Community Equity Infrastructure Value, if any).

The following Infrastructure, with Base Prices and Initial Appraised Values as described, is present on the Land at the commencement of this Land Commitment:

Infrastructure (shorthand name)	**Description**	**Base Price**	**Initial Appraised Value**

This Resale Formula will be adjusted in the following ways to account for specific circumstances:

(a) If some or all of the infrastructure is gifted as a tax-deductible donation to Land in Common for use by the Land Steward, the value of this gift is considered Community Equity that is held in

trust by Land in Common to increase equitable access for future Land Stewards. In such a case, the Base Price does not include the value of any tax-deductible donations.

(b) When some or all of the infrastructure is built by the Land Steward at their own expense, regardless of whether funding came as a gift or from other sources, the total costs of construction ("Replacement Value") must be recorded by the Land Steward and shared with Land in Common as part of the process of establishing title to the new structure. Land in Common will record this value as the Base Price for the new structure. If total cost records show unreasonable expenses, Land in Common's Board of Directors (or a working group empowered by the Board of Directors) may elect to limit this Base Price to an amount deemed reasonable by a professional appraiser's estimate of Replacement Value for the construction in question.

(c) With a mix of gifted, purchased, and/or owner-built structures, each building on the Land will be treated individually in the calculation of the Resale Price. The total Base Price for the Infrastructure that is to be transferred will be derived by adding together the Base Price calculations for each infrastructure unit.

(e) In the case of variations not covered by this Land Commitment that render the direct use of the Resale Formula difficult or unclear, Land in Common will determine the valuation and calculation procedures that best achieve the intentions of the Land Commitment as stated in the Context and Purposes and the goals of the Resale Price as described in Section 9.1.

9.8. **NEW LAND STEWARD WILL RECEIVE NEW LAND COMMITMENT**. If and when the current Land Steward transfers the Infrastructure to another Land Steward according to the terms of this Land Commitment, Land in Common will issue a new Land Commitment to that new Steward. The new Land Commitment must be substantially similar to this Land Commitment in the rights, benefits and obligations assigned.

9.9. **NEW LAND STEWARD MAY BE CHARGED A TRANSFER FEE**. If Land Steward transfers the Infrastructure to a party other than Land in Common (whether directly or because of Land in Common's assignment of its Purchase Option), the price to be paid may, at Land in Common's discretion, include a transfer fee to cover Land in Common's transaction costs. This transfer fee will be no more than 5% of the Resale Price.

ARTICLE 10. SUBLEASING

10.1. **LAND AND INFRASTRUCTURE MAY BE SUBLEASED WITH LAND IN COMMON'S PERMISSION**. Land Steward may sublease parts of the Land and Infrastructure for purposes specified in Article 3 with the written permission of Land in Common. Land in Common's role is to ensure that the Land is used in alignment with its core purposes and values, and it will not consent to a sublease in situations that do not fulfill the purposes of this Land Commitment or the values of Land in Common described in this Land Commitment.

10.2. **ALL PARTIES ARE BOUND BY LAND COMMITMENT.** All parties holding a sublease on the Land are bound by all the terms and conditions of this Land Commitment, and if the terms of a sublease should come into conflict with the terms of this Land Commitment, the Land Commitment will be the determining document. All subleases must clearly specify that they are subordinate to this Land Commitment. The breach of any term or condition described in this Land Commitment by any holder of a sublease or by anyone acting for or under such a sublessee will be considered a breach of this Land Commitment. Land Steward agrees to ensure that any sublease holder follows the terms and conditions specified here. If Land in Common determines that Land Steward has not enforced the provisions of this Land Commitment, Land in Common may give a Non-Honoring Notice to Land Steward and enforce such provisions directly.

ARTICLE 11. NON-HONORING OF AGREEMENT

11.1. **NOTIFICATION OF NON-HONORING**. If Land Steward does not follow through with the terms and conditions of this Land Commitment Agreement ("Non-Honoring"), Land in Common will provide written notice ("Non-Honoring Notice") of this breach of the Agreement to Land Steward. If Land Steward has entered into a loan agreement with Land in Common in connection with the purchase of the Infrastructure, an uncured material breach of that loan agreement, other than a missed or partial Financing Payment which is addressed in Section 4.2(b) and Section 11.2 above, is also a Non-Honoring under this Land Commitment, and will be addressed under this Article 11 and, if unresolved, Article 12 below.

11.2. **WHAT HAPPENS IF LAND STEWARD DOES NOT PAY LAND IN COMMON**. It is a Non-Honoring if the Land Steward does not pay the Land Commitment Payment (Article 4) or other

charges required by the terms of this Land Commitment within 60 days of their due date. If Land Steward makes a good faith partial payment of the amount owed during this initial 60-day grace period, they will have one additional 30-day period to complete the payment. If Land Steward is unable to make the full payment within either grace period, Land in Common may grant further 30-day extensions at its discretion if Land Steward offers a reasonable plan to make the full payment. If a missed or partial payment is a Financing Payment described in Section 4.2(b), the cure procedure in the applicable loan agreement applies instead of the extension procedure described above.

11.3. **WHAT HAPPENS IF LAND STEWARD VIOLATES OTHER (NON-MONETARY) TERMS OF THE LAND COMMITMENT**. It is a Non-Honoring if Land Steward fails to abide by any material term or condition in this Land Commitment, and this failure is not corrected within 60 days after receiving a Non-Honoring Notice from Land in Common. However, if the Land Steward has begun proactively addressing the Non-Honoring within the 60-day period and is continuing to pursue this cure with good faith effort, the 60-day period may be extended at the discretion of Land in Common for an amount of time that may be reasonably required under the circumstances to complete the cure.

11.4. **WHAT HAPPENS IF LAND STEWARD LOSES INFRASTRUCTURE OWNERSHIP BY JUDICIAL ORDER**. Land in Common will, as much as its capacity and resources reasonably allow, support Land Stewards in retaining ownership of the Infrastructure and remaining on the land. If these efforts don't work, and if Land Steward's ownership of the Infrastructure is assigned to another party by a court order, this Land Commitment will immediately terminate. Land Steward must provide written notice to Land in Common of any such events.

11.5. **AN UNCORRECTED NON-HONORING GIVES LAND IN COMMON THE RIGHT TO TERMINATE THE LAND COMMITMENT AND EXERCISE ITS PURCHASE OPTION**. It is against the purposes of this Land Commitment and the values of Land in Common to terminate this Land Commitment and evict Land Stewards from the Land unless the terms and covenants of this Land Commitment have been violated even after significant good faith attempts by Land in Common to support and enable the cure of this Non-Honoring. With the exception of the terms of Section 11.4 above, Land in Common may only terminate this Land Commitment in the case of a Non-Honoring described in this Article 11 that has not been corrected after multiple extensions and attempts to support the process of correction have been made. Land in

Common reserves the right to determine when such a point of uncorrected Non-Honoring has been reached. Furthermore:

(a) Before taking any action involving the legal system or law enforcement, Land in Common will work with Land Steward to make a mutually-agreeable plan for vacating the Land and Infrastructure in a reasonable time frame and with minimal hardship for all Parties.

(b) Only in a situation in which such a mutually-agreeable plan cannot be made, or in which an agreed-upon plan is not followed and in which no modifications to the plan can be agreed upon by the Parties, may Land in Common initiate judicial proceedings under applicable law. If Land in Common does initiate such proceedings, it will have all the rights and remedies consistent with applicable laws and resulting court orders to enter the Land and any Infrastructure located on the Land and to require Land Steward and those claiming rights through Land Steward to cease inhabiting or using the Land and Infrastructure. In addition, while remaining committed to minimizing harm for all Parties, Land in Common may choose to seek recovery from Land Steward any amount of Land Commitment Payments that are owed along with any damages resulting from the breach of this Land Commitment.

(c) If this Land Commitment is terminated due to an uncorrected Non-Honoring, ownership of Infrastructure will be transferred to Land in Common according to Section 6.5 above and Land Steward will be paid for this Infrastructure according to that same Section. In such a case, Permitted Mortgagee has the right (subject to Article 7 above and the attached Exhibit C) to postpone and extend the specified date for the termination of the Land Commitment for a period that enables the Permitted Mortgagee or its designee to acquire Land Steward's ownership stake in the Infrastructure and the Land by foreclosure of its mortgage or otherwise.

11.6. **NON-HONORING BY LAND IN COMMON**. If Land in Common has not fulfilled one or more of its obligations described in this Land Commitment, Land Steward may provide a written notice ("Non-Honoring Notice") to Land in Common, and Land in Common will have 60 days to correct this failure. If Land in Common initiates a correction in good faith during this time, an additional 60 days will be added to the correction period before the failure will be considered a Non-Honoring. At the time of Non-Honoring, Land Steward may initiate the Dispute Resolution process described in Article 12 below.

ARTICLE 12. DISPUTE RESOLUTION

12.1. **AGREEMENT TO CONCILIATE, MEDIATE AND ARBITRATE**. To ensure the perpetual inhabitation and use of the Land by Land Steward, the Parties agree that disputes should be resolved efficiently and equitably. If a grievance or dispute arises between Land in Common and Land Steward about the terms of this Land Commitment, or about the nature or validity of the Land Commitment itself, and this conflict cannot be resolved through direct conversation, the following sequence of Conciliation, Mediation and Arbitration will be used.[21] If Land Steward has entered into a loan agreement with Land in Common in connection with the purchase of the Infrastructure, disputes arising under that loan agreement are also subject to this Article 12, unless that loan agreement specifies a different process for a particular kind of dispute.

12.2. **CONCILIATION**. If a dispute cannot be resolved through direct conversation between the Parties, the following process of Conciliation will be used:

(a) The dispute resolution process can be initiated by either Party, with a written notice from the initiating Party ("Initiator") to the other ("Respondent"). This notice must include a description of the grievance or dispute, along with any available evidence.

(b) Within 30 days of receiving notice from the Initiator, the Respondent will provide a response offering a proposed remedy for the grievance, a proposed compromise to resolve the dispute, or reasons for rejecting a remedy or compromise.

(c) If no compromise or resolution can be found between the Parties, a Mediation process will be used as described below.

12.3. **MEDIATION**. If a dispute cannot be resolved through conciliation, the following process of Mediation will be used, and the costs of Mediation will be shared equally by the Parties:

[21] **Conciliation** is a formal process for two parties to seek resolution to a dispute by communicating directly with each other without a mediator. **Mediation** involves two parties asking a third party to help resolve the dispute, but where the final decision to accept or reject a proposal for resolution is in the hands of each party. **Arbitration** is when both parties give up their power to accept or reject a plan for resolution to a third party, but still avoid taking the conflict to court. **Arbitrators** are professionals who specialize in this kind of binding mediation.

(a) Initiator and Respondent will agree on a third-party Mediator. If no agreement can be reached on a third-party Mediator, each party will appoint a third-party Representative at their own cost and these Representatives will meet and agree on a single third-party Mediator.

(b) Mediator will meet with both parties, separate or together as determined by the Mediator, and facilitate a process of conflict resolution.

(c) At the close of this process, Mediator will present a written proposed resolution or compromise to the Parties, based on the results of the conflict resolution process.

(d) If no compromise or resolution can be found between the Parties, an Arbitration process will be used as described below.

12.4. **ARBITRATION**. If a dispute cannot be resolved through Mediation, the following process of Arbitration will be used:

(a) Each Party will, at their own cost, appoint an Arbitrator and will notify the other Party about this Arbitrator. These two Arbitrators will appoint a third Arbitrator. Costs associated with the third Arbitrator will be shared equally by the Parties.

(b) The Arbitrators will meet and give each Party an opportunity to present their cases and witnesses, if any, in the presence of the other. Each Arbitrator will give a personal statement of their vote and the reasons for it.

(c) The decisions and awards of the Arbitration panel will be binding.

12.5. **CONTINUED PAYMENT**. Land Steward agrees to make timely Land Commitment Payments during the period of dispute. Land Steward also agrees to continue all other payments, such as taxes and insurance fees, required by this Land Commitment.

12.6. **PAYMENT FOR LEGAL PROCEEDINGS**. In all disputes between Land in Common and Land Steward which involve a binding decision, whether through Arbitration or a court of law, Land in Common will pay 50% of Land Steward's legal expenses if the binding decision should rule in favor of the Land Steward and Land Steward will pay 50% of Land in Common's expenses if the binding decision should rule in favor of Land in Common.

ARTICLE 13. OTHER PROVISIONS

13.1. **SHARING INFORMATION WITH LAND IN COMMON**.Land Steward agrees to share the following information with Land in Common when it is requested: (a) a list of people, along with contact information, who qualify as Land Steward Members of Land in Common, so that Land in Common can connect with them directly and invite them into community and organizational participation; and (b) proof of active fire and liability insurance policies as required in Section 8.3 above. Land in Common will not share this submitted information with any third party for any reason without the express consent of the Land Steward.

13.2. **NOTICES**. All notices which are required by this Land Commitment must be in writing and delivered in person or by email. They will be considered to be properly given at the time received.

13.3. **WHAT HAPPENS IF PART OF THIS LAND COMMITMENT IS FOUND TO BE UNENFORCEABLE**. If any part of this Land Commitment is found to be unenforceable or invalid, that part will be excluded from the Land Commitment and will not affect the validity of any other part. The Parties' interests in achieving the core goals and maximally maintaining the terms of this Land Commitment Agreement are ongoing, and these interests will survive any alterations made to parts of this Agreement. If any term of this Land Commitment is found to be subject to a rule of law limiting its duration, such term will be altered to the maximum duration permitted by law.

13.4. **WAIVERS**. If Land in Common does not follow through with a particular term or requirement of this Land Commitment, such inaction does not in any way invalidate or change that term or requirement. Land in Common may also give waivers for any term or requirement in this Land Commitment, and these waivers will not in any way invalidate or change that term or requirement.

13.5. **LAND IN COMMON'S RIGHT TO PROSECUTE OR DEFEND**. In any situation where action is needed to protect Land in Common's title to the land, or to protect the Land Steward's inhabitation, us, and interest in the land, Land in Common has the right to prosecute or defend in its own name or in the name of the Land Steward. Whenever requested by Land in Common, the Land Steward will give Land in Common all reasonable aid in any such action or proceeding.

13.6. **CONSTRUCTION AND CAPTIONS**. Whenever a pronoun is used in this Land Commitment it will be construed to represent either the singular or the plural, or any gender identity as the case will demand. Whenever the term "will" is used in this Land Commitment, it means "is required," and is intended to impose an obligation on the Party to which it refers. Furthermore, the captions, table of contents, and footnotes appearing in this Land Commitment are for convenience only, and are not a part of this Land Commitment and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions, or reservations of this Land Commitment.

13.7. **EXHIBITS**. The exhibits attached to this Land Commitment, Exhibits A through D, inclusive, are, by their reference, incorporated in and made a part of this Land Commitment.

13.8. **GOVERNING LAW AND INTERPRETATION**. This Land Commitment will be interpreted according to and governed by the laws of what is colonially called the State of Maine. The language and clauses in all parts of this Land Commitment will be interpreted in the context of the whole Agreement and its stated purposes, and the Parties agree that it will not be strictly interpreted or construed for or against Land in Common or Land Steward.

13.9. **RECORDING**. The parties agree, as an alternative to recording this Land Commitment, to execute a Notice of Land Commitment in a recordable form that complies with applicable law and is reasonably satisfactory to Land in Common's attorneys.[22] Any such document will specifically state that it is executed pursuant to the provisions contained in this Land Commitment and is not intended to vary the terms and conditions of this Land Commitment.

13.10. **COUNTERPARTS**. Two copies of this Land Commitment have been signed and notarized, one for each Party, and both copies will be understood as identical documents.

13.11. **CERTIFICATES OF LAND IN COMMON AND LAND STEWARD**. Either Party may request, with at least 30 days' notice, a Certificate from the other Party that describes the current status of the Land Commitment, and the status of both Parties' obligations under this Land Commitment. This may include, when requested, certifications of active insurance policies, status of payments made

[22] **Recording** refers to the registration of a property document with the Registry of Deeds in the county where that property is located. Registered documents then become part of the public record so that everyone can access and verify current and past ownership and other rights claims. Recording a **Notice of Land Commitment** ensures that the Land Commitment is formally and publicly recognized as binding on all current and future parties. At the same time, we seek flexibility to be able to change the details of the Land Commitment with mutual agreement of Land in Common and the Land Steward, without having to register a new document every time a change is made.

or owed, current uses or inhabitants of the Land, or any other information about the status of terms or conditions under the Land Commitment. Such a Certificate may be supplied to a third party at the mutual consent of Land in Common and Land Steward.

13.12. **LETTERS OF AGREEMENT AND ACKNOWLEDGEMENT**. Attached as Exhibit D and made part of this Land Commitment by reference is a Letter of Agreement from the Land Steward, describing the Land Steward's understanding and acceptance of this Land Commitment, and a Letter of Acknowledgment from the Land Steward's attorney, describing the attorney's review of the Land Commitment with the Land Steward. The Land Steward may choose to waive a consultation with an attorney and to substitute the Letter of Acknowledgment with a written statement attesting to their choice not to consult an attorney.

13.13. **ALL PRIOR AGREEMENTS REPLACED**. This Agreement supersedes and replaces all prior Land Commitment (Ground Lease) Agreements made between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Land Commitment on the day and year first written above.

_____
LAND IN COMMON, INC.

By: _____
A Duly Authorized Agent of Land In Common, Inc.

_____
[LAND STEWARD]

By: _____
A Duly Authorized Agent of [Land Steward]

WAPONAHKIK, SS.
STATE OF MAINE, SS.
ANDROSCOGGIN, SS.

Then personally appeared before me this ____ day of _____, 20____ the above-named

_____ and _____, and

acknowledged the foregoing instrument to be their free acts and deeds.

_____
Notary Public signature

_____
Printed Name

EXHIBIT A. DESCRIPTION OF LAND

[written legal description & map]

EXHIBIT B. FIRST REFUSAL

Whenever any Party under the Land Commitment has a right of first refusal as to a property, the following procedures apply. If the owner of the property offering it for sale ("Offering Party") will within the term of the Land Commitment receive a bona-fide, third-party offer to purchase the property that such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") will have the following rights:

(a) Offering Party will give written notice of such offer ("the Notice of Offer") to Holder setting forth: the name and address of the prospective purchaser of the property; the purchase price offered by the prospective purchaser; and all other terms and conditions of the sale.

Holder will have a period of one hundred and eighty (180) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase will be given in writing to the Offering Party within the Election Period.

(b) If Holder chooses to relinquish their right of first refusal, they may do so in writing any time after the receipt of the Notice of Offer.

(c) If Holder exercises the right to purchase the property, such purchase will be completed within ninety (90) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer will specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

(d) Should Holder fail to exercise the right of first refusal within the Election Period, given that the adequate notices were received, then the Offering Party will have the right (subject to any other applicable restrictions in the Land Commitment) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year after the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right to sell will end, and all the foregoing provisions of this section will be applied again to any future offer, all as aforesaid. If a sale is consummated within

such one-year period, the will be subject to all terms and obligations of this Land Commitment, including the granting of a renewed right of first refusal by Land in Common.

EXHIBIT C. PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit will be understood to be provisions of Section 7.2 of this Land Commitment. All terminology used in this Exhibit will have the meaning assigned to it in the Land Commitment.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee will be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Land Commitment signed by the Land Steward and Land in Common to modify the terms of the Land Commitment during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Land Steward because the Land Steward has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee will, at the same time, send a copy of that notice to Land in Common. Upon receiving a copy of the notice of default and within that period in which the Land Steward has a right to cure such default (the "cure period"), Land in Common will have the right to cure the default on the Land Steward's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee will first notify Land in Common of its intention to do so, and Land in Common will then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Infrastructure through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee will give Land in Common written notice of such acquisition and Land in Common will then have an option to purchase the Infrastructure from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, Land in Common must give written notice to the Permitted Mortgagee of Land in Common's intent to purchase the Infrastructure within thirty (30) days after Land in Common's receipt of the Permitted Mortgagee's notice. Land in Common must then complete the purchase of the Infrastructure

within sixty (60) days of having given written notice of its intent to purchase. If Land in Common does not complete the purchase within this 60-day period, the Permitted Mortgagee will be free to sell the Infrastructure to another person.

4. Nothing in the Permitted Mortgage or related documents will be construed as giving Permitted Mortgagee a claim on Land in Common's interest in the Land, or as assigning any form of liability to Land in Common with regard to the Land, the Infrastructure, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents will be construed as rendering Land in Common or any later Mortgagee of Land in Common's interest in this Land Commitment, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee will not look to Land in Common or Land in Common's interest in the Land, but will look solely to Land Steward, Land Steward's interest in the Land, and the Infrastructure for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that Land in Common's consent to such the Permitted Mortgage will be without any liability on the part of Land in Common for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award will be paid over to the Permitted Mortgagee according to the provisions of Article 8.

8. Land in Common will not be obligated to execute an assignment of the Land Commitment Fee or other rent payable by Land Steward under the terms of this Land Commitment.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 7.5 of the Land Commitment to which this Exhibit is attached are as follows:

1. Any Permitted Mortgagee will, without further consent by Land in Common, have the right to (a) cure any default or Non-Honoring under this Land Commitment, and perform any obligation required under this Land Commitment, such cure or performance being effective as if it had been performed by Land Steward; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Land Steward by this Land Commitment or otherwise by law, subject to

the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Land Commitment to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee will not be required, as a condition to the exercise of its rights under the Land Commitment, to assume personal liability for the payment and performance of the obligations of the Land Steward under the Land Commitment. Any such payment or performance or other act by Permitted Mortgagee under the Land Commitment will not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Infrastructure and Land. In the event Permitted Mortgagee does take possession of the Infrastructure and Land and thereupon transfers such property, any such transferee will be required to enter into a written agreement assuming such personal liability. Upon any such assumption the Permitted Mortgagee will automatically be released from personal liability under the Land Commitment.

3. In the event that title to the estates of both Land in Common and Land Steward are acquired at any time by the same person or persons, no merger of these estates will occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Land Commitment is terminated for any reason, or in the event of the rejection or disaffirmance of the Land Commitment pursuant to bankruptcy law or other law affecting creditors' rights, Land in Common will enter into a new Land Commitment for the Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Land in Common's approval, which approval will not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such Land Commitment will be for the remainder of the term of the Land Commitment, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Land Commitment. However, the Permitted Mortgagee will make a written request to Land in Common for such new Land Commitment within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request will be accompanied by a copy of such new Land Commitment, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Land Steward thereunder. Any new Land Commitment made pursuant to this Section will have the same

priority with respect to other interests in the Land as the Land Commitment. The provisions of this Section will survive the termination, rejection or disaffirmance of the Land Commitment and will continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Land in Common, Land Steward and the Permitted Mortgagee.

5. Land in Common will have no right to terminate the Land Commitment during such time as the Permitted Mortgagee has commenced foreclosure according to the provisions of the Land Commitment and is diligently pursuing the same.

6. If Land in Common sends a Non-Honoring Notice to Land Steward, Land in Common will also send a notice of Land Steward's Non-Honoring (default) to Permitted Mortgagee. This notice will be given, in the manner described in Section 13.2, to the Permitted Mortgagee at the address which they have given to Land in Common.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure according to the provisions of the Land Commitment, at the election of the Permitted Mortgagee the provisions of Article 9 will be deleted and thereupon will be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Land Commitment must be approved in writing by Permitted Mortgagee, which approval will not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within sixty (60) days of its submission to Permitted Mortgagee, then the proposed amendment will be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 7.3 of this Land Commitment, will be written as follows, and will be signed by Mortgagee and Land Steward.

This Agreement is made by and among:
_____ *(Mortgagee) and*
_____ *("Land Steward"),*

Whereas:

a) Land in Common, Inc. ("Land in Common") and Land Steward have entered, or are entering, into a ground Land Commitment ("the Land Commitment"), conveying to Land Steward a Land leasehold interest in the Land located at _____ ("the Land"); and Land Steward has purchased, or is purchasing, the Infrastructure located on the Land ("the Infrastructure").

b) The Mortgagee has been asked to provide certain financing to the Land Steward, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Land and Infrastructure, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Land Commitment states that the Land Steward may mortgage the Land only with the written consent of Land in Common. The Ground Land Commitment further provides that Land in Common is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein ("the Stipulated Conditions").

Now, therefore, the Land Steward/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage will include the Stipulated Conditions stated below.

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Land Steward because the Land Steward has failed to comply with the terms of the Mortgage, the Mortgagee will, at the same time, send a copy of that notice to Land in Common. Upon receiving a copy of the notice of default and within that period of time in which the Land Steward has a right to cure such default (the "cure period"), Land in Common will have the right to cure the default on the Land Steward's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, according to the provisions of the Land Commitment, the Mortgagee will first notify Land in Common of its intention to do so and Land in Common will have the right, but not the obligation, upon notifying the Mortgagee within thirty (30)

days of receipt of said notice, to purchase the Mortgagee's loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Infrastructure and Land Steward's interest in the Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee will give Land in Common written notice of such acquisition and Land in Common will have an option to purchase the Infrastructure and Land Steward's interest in the Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that Land in Common notifies the Mortgagee in writing of Land in Common's intent to make such purchase within thirty (30) days after Land in Common's receipt of the Mortgagee's notice of such acquisition of the Infrastructure and Land Steward's interest in the Land; further provided that Land in Common will complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if Land in Common does not complete the purchase within such period, the Mortgagee will be free to sell the Infrastructure and Land Steward's interest in the Land to another person;

4) Nothing in the Mortgage or related documents will be construed as giving the Mortgagee a claim on Land in Common's interest in the Land, or as assigning any form of liability to Land in Common with regard to the Land, the Infrastructure, or the Mortgage.

5) Nothing in the Mortgage will be construed as rendering Land in Common or any subsequent holder of Land in Common's interest in and to the Land Commitment, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee will not look to Land in Common or Land in Common's interest in the Land, but will look solely to Land Steward and Land Steward's interest in the Land and the Infrastructure for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that Land in Common's consent to the Mortgage will be without any liability on the part of Land in Common for any deficiency judgment.)

7) In the event that any part of the Land is taken in condemnation or by right of eminent domain, the proceeds of the award will be paid over to the Mortgagee according to the provisions of Article 9 of the Land Commitment.

8) Nothing in the Mortgage will obligate Land in Common to execute an assignment of the Land Commitment Fee or other rent payable by Land Steward under the terms of this Land Commitment.

By:

_____ for Mortgagee

Date:_____

_____ for Land Steward/Mortgagor

Date:_____

EXHIBIT D. LETTERS OF AGREEMENT AND ACKNOWLEDGEMENT

[Include both letters here]