**STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT AND RELEASE FROM LIABILITY**

**IN CONSIDERATION OF** the Site Plan approval granted by the Planning Board of the City of Portland, Maine with respect to a site plan entitled “**Seaport Lofts Site Plan”** prepared for **113 Newbury Street, LLC**,by Sebago Technics, Inc. (Sheet 1 through Sheet 14), dated July 26, 2014 and last revised June 20, 2014 (the “Plan”), and pursuant to a condition of such approval, **113 Newbury Street, LLC, a** Maine limited liability company, the owner of the subject premises, such premises being more particularly described on **Exhibit A** attached hereto (the “Property”), does hereby agree, for itself and its successors and assigns (as applicable, the “Owner”), as follows:

**Maintenance Agreement**

Owner, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the storm water drainage system on the Property, as shown on the Plan, including but not limited to the Subsurface Stormwater Detention System, StormTech Isolator Row, piping, and valves,. in strict compliance with the “Maintenance of Facilities” provisions contained in the Inspection, Maintenance and Housekeeping Plan dated August 29, 2013, and Chapter 32 of the Portland City Code. Owner further agrees to keep a Stormwater Maintenance Log that will be made available for inspection by the City of Portland upon reasonable notice and request.

This Agreement is for the benefit of the said City of Portland and all persons in lawful possession of the Property; further, that the City of Portland may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving Owner written notice as described in this Agreement, and a stated time to perform, that the City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon the Property to maintain, repair, or replace said stormwater drainage system, in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the City of Portland by the Owner within thirty (30) days of written demand therefor. Any funds owed to the City under this paragraph shall be secured by a lien on the Property as provided below.

This Agreement shall bind the undersigned, or any successor Owner, only so long as it or they retain(s) an interest in the Property, and shall run with the land and be binding upon such Owner’s successors and assigns as their interests may from time to time appear. The undersigned intends to develop the Property as condominiums and in such event, the condominium association would become a successor to the obligations under this Agreement. Any Owner agrees to provide a copy of this Agreement to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement and agrees to all its terms and conditions.

For the purpose of this Agreement, the real estate shown by chart, block and lot number in the records on file in the City Assessor’s office shall constitute the “Property” that may be entered by the City and liened as provided above if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the Owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by this Agreement shall be complete on the date the notice is mailed to the owner of record as shown on the tax rolls on file in the City Assessor’s Office. If the Property has more than one owner on said tax rolls, service shall be complete by mailing it to only the first listed owner or the owners’ association, if one exists. The failure to receive any written notice required by this Agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or create a cause of action against the City.

Dated at Portland, Maine this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014.

 113 Newbury Street LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gordon Reger

Managing Manager

STATE OF MAINE

CUMBERLAND, ss. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally appeared before me the above-named Gordon Reger, Managing Manager of 113 Newbury Street LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

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Notary Public/Attorney at Law

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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