

STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed 185 Fore Street Condominium shown on the Subdivision Plat (Exhibit A) recorded in Cumberland County Registry of Deeds in Plan Book 215, Page 457 submitted by East India Land Company, LLC (the "Owner"), and associated Construction Management Plan (Exhibit B) prepared by Fay, Spofford & Thorndike of 778 Main Street, Suite 8, South Portland, Maine 04106 (the "Project Engineer") dated and pursuant to a condition thereof, 185 Fore Street Associates, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of 86 Newbury Street, Portland, Maine 04101, the developer of the subject premises, does hereby agree, for itself, its successors and assigns (the "Developer"), as follows:

Maintenance Agreement

That Developer, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the rain gardens, storm drain pipes, underdrain pipes, catch basins and other design features which make up the stormwater collection systems (hereinafter collectively referred to as the "stormwater system"), as shown on the Construction Management Plan in Exhibit B and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement prepared for the Developer by the Project Engineer (copy attached in Exhibit C) and Chapter 32 of the Portland City Code.

Developer of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Developer and Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Developer and Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently and formally approved by the Planning Board of the City of Portland.

This agreement shall bind the undersigned Owner only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear.

The 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, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. 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 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 the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax rolls on file in the City Assessor's Office.

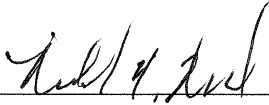
If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

(signature page follows)

Dated at Portland, Maine this 10th day of November, 2016.

185 FORE STREET ASSOCIATES, LLC

By: Bateman Partners, LLC, its manager



Witness

By: 

Name: Nathan Bateman

Its: Manager

STATE OF MAINE
CUMBERLAND, ss

November 10, 201**6**

Personally appeared the above-named Nathan Bateman manager of Bateman Partners, LLC, the manager of 185 Fore Street Associates, LLC and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said limited liability company, before me,

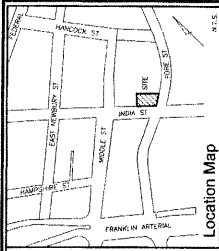
Name: *Nathan P. Bateman* _____
Attorney at Law/Notary Public

Exhibit A: Subdivision Plat as recorded

Ronald W. Ward

Exhibit B: Construction Management Plan

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement



- Legend:**
- CAPTED IRON ROD TO BE SET
 - GRANITE MONUMENT FOUND
 - HYDRANT
 - GAS VALVE
 - UTILITY POLE
 - MANHOLE
 - CATCH BASIN
 - SIGN
 - FENCE
 - TELEPHONE POLE
 - CURB
 - SAND
 - UNDERGROUND ELECTRIC
 - WATER LINE
 - GAS LINE
 - SANITARY SEWER
 - STORM DRAIN

APPROVED BY THE
CITY OF PORTLAND PLANNING BOARD

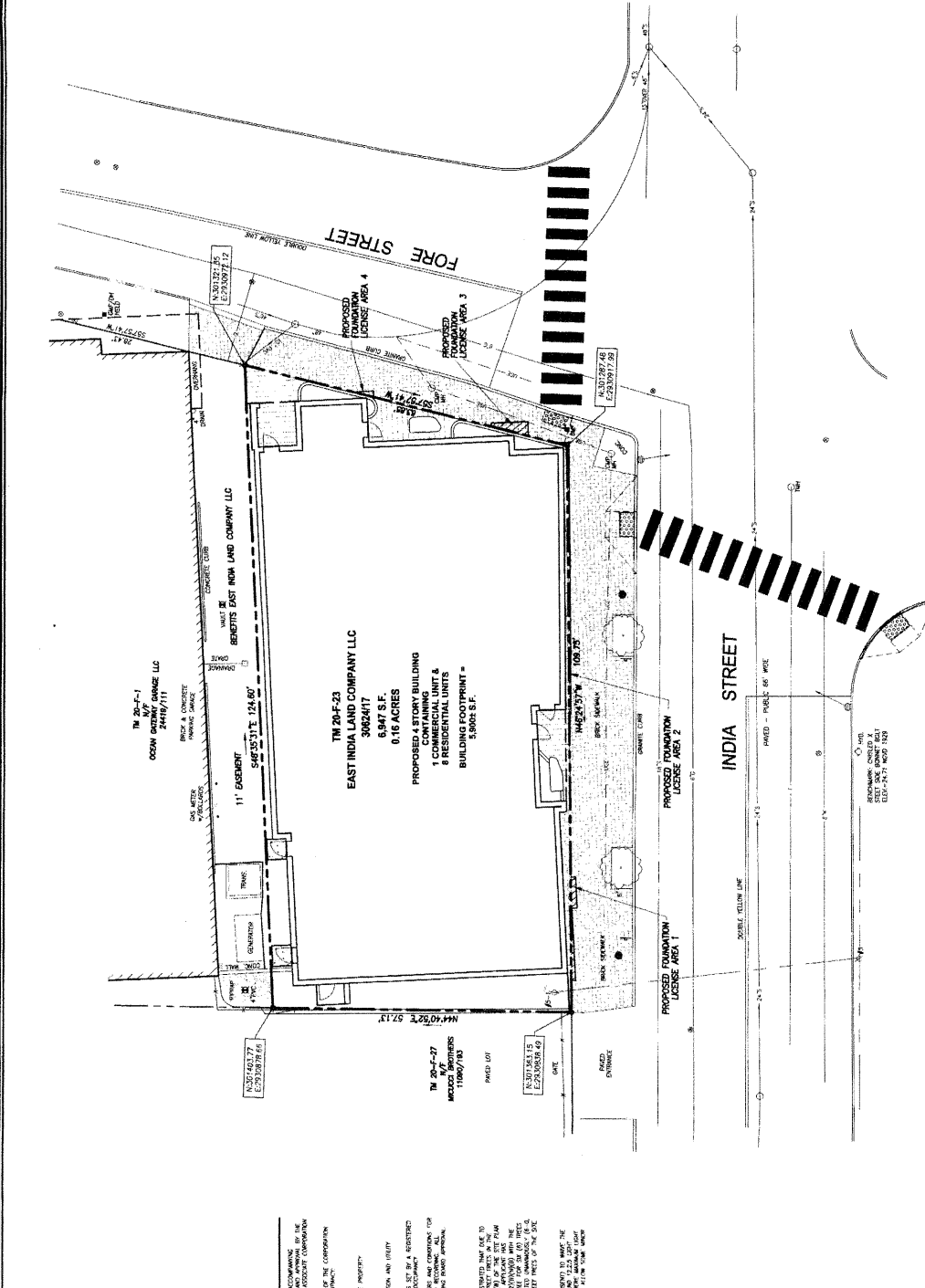
[Signature]
MAY 14, 2015

STATE OF MAINE, CHESTER, MAINE, 30
REGISTRY OF DEEDS
RECEIVED
AT 10:07 AM, APR 15, 2015
IN PLAN BOOK 33612 PAGE 110
ATTEST:
[Signature]
REGISTER

THIS PLAN AMENDS LOT AS SHOWN ON
"SUBDIVISION RECORDING PLAT ON
ONE INDIA STREET, PORTLAND, MAINE"
RECORDED IN PLAN BOOK 207 PAGE 54

OWEN HASKELL, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 3572, PORTLAND, MAINE 04104
AMENDED RECORDING PLAT
185 FORE STREET
MADE FOR RECORD OWNER
EAST INDIA LAND COMPANY LLC
86 FORE STREET, PORTLAND, MAINE
OWEN HASKELL, INC.
300 U.S. STREET, PORTLAND, MAINE 04103
DATE: APRIL 15, 2015
DRAWN BY: JLV
CHECKED BY: JLV
SCALE: 1" = 40'

Drawn By	JLV	Date	APR 15, 2015
Checked By	JLV	Scale	1" = 40'
Drawn No.	1124	Drawn No.	1007794
Drawn No.	1124	Drawn No.	1007794



Conditions of Approval

- THE FINAL PLAN AND/OR CONSTRUCTION SHALL BE APPROVED BY THE CITY OF PORTLAND PLANNING BOARD AND THE REGISTERED PROFESSIONAL LAND SURVEYOR. THE REGISTERED PROFESSIONAL LAND SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE CONSTRUCTION OF THE CONDUITS FROM TO BE BURNED.
- THE REGISTERING PLAN SHALL BE APPROVED BY THE CITY OF PORTLAND PLANNING BOARD AND THE REGISTERED PROFESSIONAL LAND SURVEYOR.
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Notes:

- CONDOMINIUM PLAT "THE CONDOMINIUM A CONDOMINIUM" ONE INDIA STREET, PORTLAND, MAINE MADE FOR EAST INDIA LAND COMPANY LLC, RECORDED IN PLAN BOOK 207 PAGE 54.
- LAND TITLE SURVEY AND SUBDIVISION PLAN IN PORTLAND, MAINE, FOR LAND TITLED SURVEY AND SUBDIVISION MADE FOR EAST INDIA LAND COMPANY LLC AND INDIA LLC DATED MARCH 24, 2008 RECORDED 04-13-08 BY OWEN HASKELL, INC.
- 6.57 ACRES LAND TITLE SURVEY, INDIA STREET, FORE STREET, COMMERCIAL STREET ELEVATION 14.50, RECORDED IN PLAN BOOK 183 PAGE 187.
- SUBDIVISION RECORDING PLAT ON ONE INDIA STREET, PORTLAND, MAINE, MADE FOR EAST INDIA LAND COMPANY LLC AND INDIA LLC, RECORDED IN PLAN BOOK 207 PAGE 54.

Plan References:

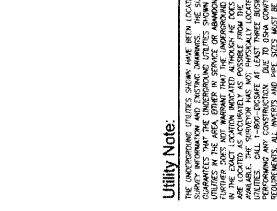
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Utility Note:

THE PLANNING BOARD HAS REVIEWED THE UTILITY LOCATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY OF PORTLAND UTILITY LOCATIONS AND RECORDING ACTS. THE REGISTERED PROFESSIONAL LAND SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORTLAND PLANNING BOARD THAT THE UTILITY LOCATIONS ARE SHOWN ON THE CITY OF PORTLAND UTILITY RECORDS AND THAT THE REGISTERED PROFESSIONAL LAND SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE UTILITY LOCATIONS SHOWN ON THIS PLAN.

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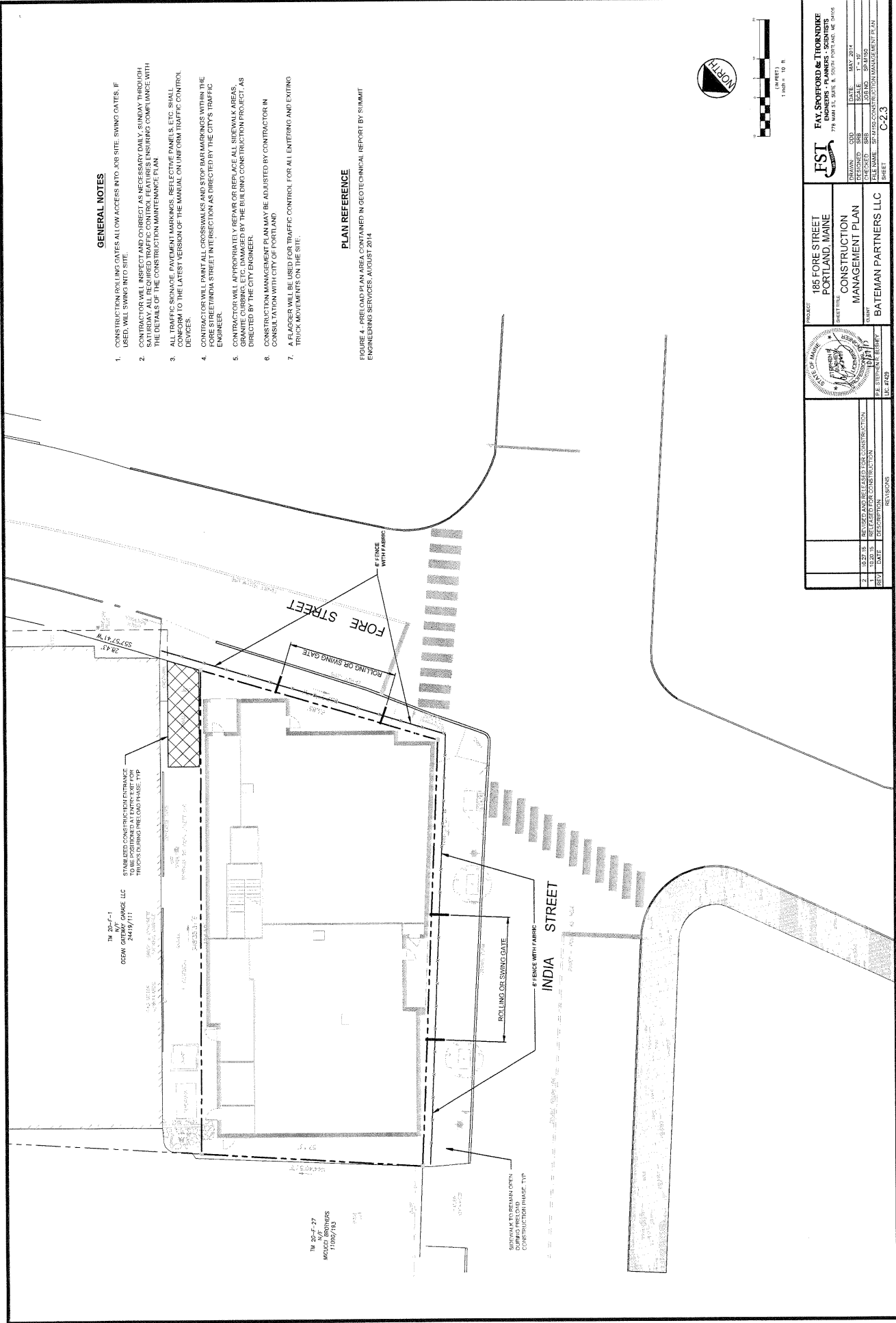
Certificate:
OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON AND THE RESULT OF AN ON THE GROUND FIELD SURVEY AND THAT IT CONFORMS TO THE BOARD OF LAND SURVEYORS FOR PROFESSIONAL LAND SURVEYORS. THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREIN SET AT ALL CORNERS.

DATE: APRIL 15, 2015
DRAWN BY: JLV
CHECKED BY: JLV

Notes:

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EXHIBIT B



GENERAL NOTES

1. CONSTRUCTION ROLLING GATES ALLOW ACCESS INTO JOB SITE. SWING GATES, IF USED, WILL SWING INTO SITE.
2. CONTRACTOR WILL INSPECT AND CORRECT AS NECESSARY DAILY, SUNDAY THROUGH SATURDAY, ALL REQUIRED TRAFFIC CONTROL FEATURES ENSURING COMPLIANCE WITH THE DETAILS OF THE CONSTRUCTION MAINTENANCE PLAN.
3. ALL TRAFFIC SIGNAGE, PAVEMENT MARKINGS, REFLECTIVE PANELS, ETC. SHALL COMPLY TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. CONTRACTOR WILL MAINTAIN ALL CROSSWALKS AND STOP BAR MARKINGS WITHIN THE PROJECT AREA. ALL TRAFFIC SIGNAGE SHALL BE AS DIRECTED BY THE CITY'S TRAFFIC ENGINEER.
5. CONTRACTOR SHALL PROTECT ALL UTILITIES, REPAIR OR REPLACE ALL SIDEWALK AREAS, CURBS, DRIVEWAYS, ETC. DAMAGED BY THE BUILDING CONSTRUCTION PROJECT, AS DIRECTED BY THE CITY ENGINEER.
6. CONSTRUCTION MANAGEMENT PLAN MAY BE ADJUSTED BY CONTRACTOR IN CONSULTATION WITH CITY OF PORTLAND.
7. A FLAGGER WILL BE USED FOR TRAFFIC CONTROL FOR ALL ENTERING AND EXITING TRUCK MOVEMENTS ON THE SITE.

PLAN REFERENCE

FIGURE 4 - PRE-LOAD PLAN AREA CONTAINED IN GEO-TECHNICAL REPORT BY SUMMIT ENGINEERING SERVICES, AUGUST 2014

	PROJECT 185 FORE STREET PORTLAND, MAINE	FAY, SPOFFORD & THORNDIKE ENGINEERS - PLANNERS - SCIENTISTS 775 MAIN ST. SUITE 600 PORTLAND, ME 04101
	SHEET TITLE CONSTRUCTION MANAGEMENT PLAN	
CLIENT BATEMAN PARTNERS LLC	SHEET C-2.3	GEOTECHNICAL REPORT 11-2-2013

REV.	DATE	DESCRIPTION	REVISIONS
2	10-27-15	REVISED AND RELEASED FOR CONSTRUCTION	
1	10-01-15	RELEASED FOR CONSTRUCTION	

EXHIBIT C

FORM OF

STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed 185 Fore Street Condominium shown on the Subdivision Plat recorded in Cumberland County Registry of Deeds in Plan Book 216, Page ~~450-452~~ submitted by 185 Fore Street Associates, LLC (the "Owner"), and associated Construction Management Plan prepared by Fay, Spofford & Thorndike of 778 Main Street, Suite 8, South Portland, Maine 04106 (the "Project Engineer") dated and pursuant to a condition thereof, 185 Fore Street Associates, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of 86 Newbury Street, Portland, Maine 04101, the developer of the subject premises, does hereby agree, for itself, its successors and assigns (the "Developer"), as follows:

Maintenance Agreement

That Developer, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the rain gardens, storm drain pipes, underdrain pipes, catch basins and other design features which make up the stormwater collection systems (hereinafter collectively referred to as the "stormwater system"), as shown on the Construction Management Plan and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement prepared for the Developer by the Project Engineer and Chapter 32 of the Portland City Code.

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Received
Recorded Register of Deeds
Nov 16, 2016 09:28:41A
Cumberland County
Nancy A. Lane