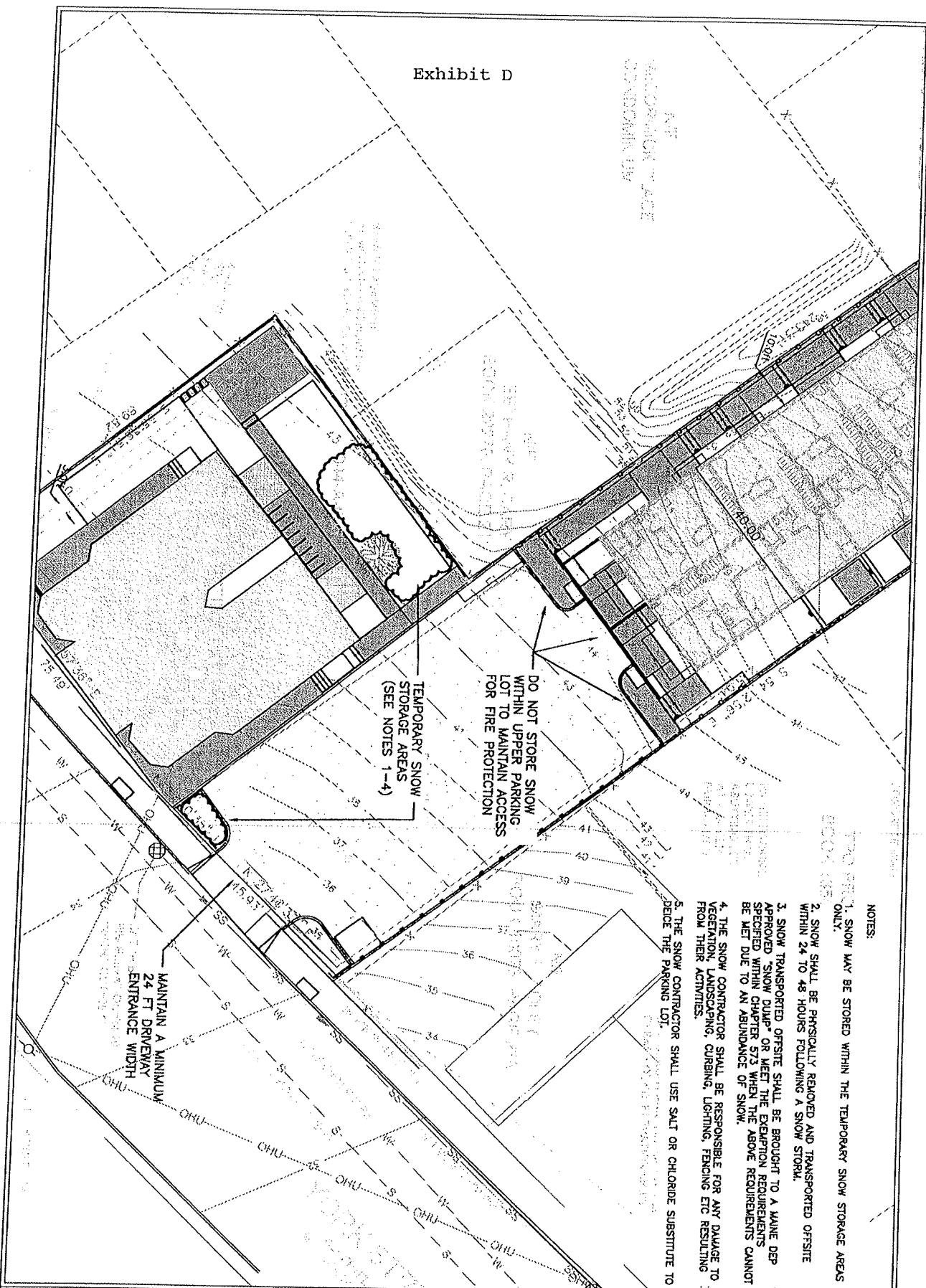


Exhibit D



- NOTES:
1. SNOW MAY BE STORED WITHIN THE TEMPORARY SNOW STORAGE AREAS ONLY.
 2. SNOW SHALL BE PHYSICALLY REMOVED AND TRANSPORTED OFFSITE WITHIN 24 TO 48 HOURS FOLLOWING A SNOW STORM.
 3. SNOW TRANSPORTED OFFSITE SHALL BE BROUGHT TO A MAINE DEP APPROVED "SNOW DUMP" OR MEET THE EXEMPTION REQUIREMENTS SPECIFIED WITHIN CHAPTER 573 WHEN THE ABOVE REQUIREMENTS CANNOT BE MET DUE TO AN ABUNDANCE OF SNOW.
 4. THE SNOW CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO VEGETATION, LANDSCAPING, CURBING, LIGHTING, FENCING ETC RESULTING FROM THEIR ACTIVITIES.
 5. THE SNOW CONTRACTOR SHALL USE SALT OR CHLORIDE SUBSTITUTE TO DEICE THE PARKING LOT.

S	SHEET #:	7-13-11	DATE:	1-307	SCALE:	1"=30'	PROJECT #:	1035	ISSUED FOR:	RECORDING	
	OFFSITE SNOW REMOVAL PLAN HARBORVIEW DEVELOPMENT, LLC										ACORN <small>ENGINEERING, INC.</small>
THIS PLAN SHALL NOT BE MOODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.											

**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 a plan submitted by Harborview Terrace, LLC, prepared by Acorn Engineering, Inc, 154 York Street, Suite 2, Portland, Maine 04101, dated _____, ____ recorded in the Cumberland County Registry of Deeds in Plan Book ___, Page ___ (the “Plan”) and pursuant to a condition thereof, Harborview Terrace, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of P.O. Box 8816, Portland, Maine 04104, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the “Owner”), as follows:

Maintenance Agreement

That it will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the underdrained subsurface sand filter BMP system, including, without limitation, any detention basin or basins and the outlet or outlets therefrom (hereinafter referred to collectively referred to as the “underdrained subsurface sand filter BMP system”), as shown on the Plan and in strict compliance with Attachment E of the Preliminary Stormwater Report prepared for the Owner by Acorn Engineering, LLC and Chapter 32 of the Portland City Code.

Owner 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 or 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 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 underdrained subsurface sand filter BMP 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 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 not confer upon the City of Portland or any other person the right to utilize said underdrained subsurface sand filter BMP system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said system for any reason whatsoever.

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 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 or residential units and mailed by certified mail, return receipt requested or ordinary mail or

both to the owner of record as shown on the tax roles 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 underdrained subsurface sand filter BMP system, or any component thereof, or lienning it or create a cause of action against the City.

Dated at Portland, Maine this _____ day of _____, 20__.

By: _____
Its: _____

STATE OF MAINE
CUMBERLAND, ss.

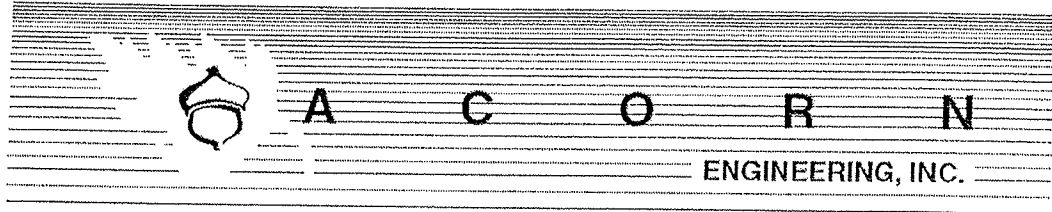
Date:

Personally appeared the above-named _____, and acknowledged the foregoing instrument to be his/his free act and deed in his/her said capacity, and the free act and deed of said _____.

Before me,

Notary Public/Attorney at Law

Print name: _____



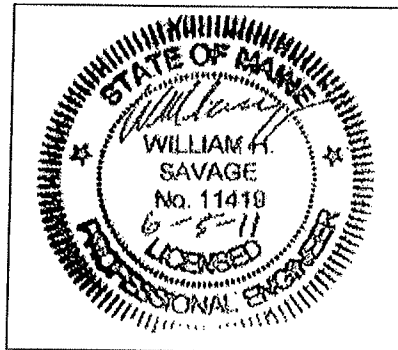
**POST CONSTRUCTION - STORMWATER
INSPECTION & MAINTENANCE PLAN**

Prepared For:

Harborview Development, LLC
P.O. Box 8816
Portland, Maine 04104

Prepared By:

Acorn Engineering, Inc.
154 York Street, Suite 2
Portland, Maine 04101



June 2011

RESPONSIBLE PARTY

The owner, Harborview Development, LLC, and or their successor shall be responsible for contracting with a qualified stormwater professional to implement the Inspection and Maintenance Plan. The qualified stormwater professional shall maintain a stormwater log (report) summarizing inspections, maintenance, and corrective action taken. The Qualified Stormwater Professional shall annually submit the Stormwater Log to the Department of Public Services prior to June 30th.

The following is an example of a qualified stormwater professional that the homeowners association may contract through.

Organization: Will Savage, PE - Acorn Engineering, Inc
Phone: (207) 775-2655

Qualifications:

- Maine Professional Engineering License #11419
- Maine DEP - Certified in Maintenance & Inspection of Stormwater BMP's Cert #14
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI) Cert #0293
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #4620

The inspection and maintenance criteria based upon the Maine DEP - Stormwater Management for Maine, Volume III: BMP's Technical Design Manual. Refer to the Grading and Drainage Plan for the location of the BMP's

PURPOSE

This Inspection and Maintenance Plan has been individually tailored to this parcel's stormwater infrastructure, site characteristics, and their respective opportunities and limitations related to reducing the pollutant load on the receiving watershed. The maintenance of a parcel's impervious surfaces and stormwater infrastructure is critical to extending the long term performance and effectiveness of Best Management Practices (BMP's). The Inspection and Maintenance Plan represents the parcel's minimum activities to meet the permit requirements. The parcel shall still be subject to any applicable Civil Site Plans, Permit Applications, Erosion and Sedimentation Control Plans Reports, Stormwater Management Plans, Inspection and Maintenance Manuals, and all Municipal, State, and Federal rules.

OPERATION AND MAINTENANCE ACTIVITY

Underdrained Subsurface Sand Filter:

The maintenance of the underdrained subsurface sand filter shall be in accordance with the following activities identified below and the Stormwater Drainage System Maintenance Agreement included within Stormwater Report, Attachment F.

- Inspect Outlet Control Structures (OCS) to ensure they are in good working order and that the orifice and trash racks are unobstructed from trash and debris.

- Observe at the Outlet Control Structures (OCS) whether the underdrained subsurface sand filter is draining within 24 to 36 hours.
- Inspect and maintain the StormTech Isolator Row in accordance with the attached proprietary Operation and Maintenance Plan.

Sweeping:

Annual sweep the parking lot following snow melt for accumulated winter sand, if necessary. Appropriately dispose of all collected material.

Storm Drains:

The storm drain shall be annually inspected for the presence of accumulated sediment or debris any sediment shall be removed as required.

- The equipment shall meet the following minimum specifications; power jet and water source for washing down the storm drain, vacuum attachment for catch basin cleaning, and a liquid handling method to dewater the material.
- Inspect and legally dispose of accumulated sediment and debris within the storm drains between basins.

Catch Basins:

Catch basins shall be inspected to confirm the structure is operating properly.

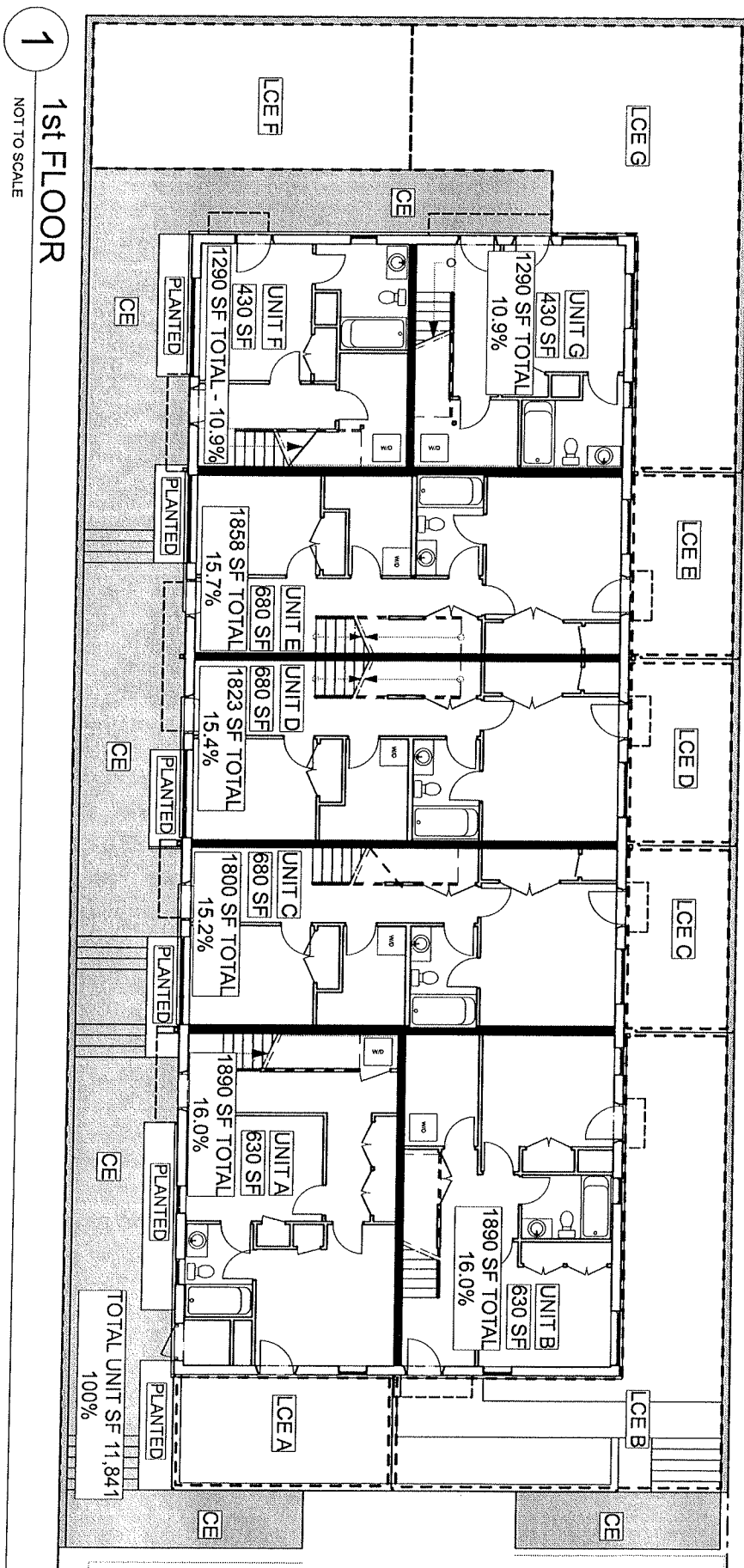
- Inspect the catch basin to confirm the structure is operating properly.
- Sediment shall be removed when accumulation is within 6 inches of the outfall pipe invert. Legally dispose of accumulated sediment and debris from the bottom of the basin, inlet grates, and inflow channels to the basin.
- If the basin outlet is designed with a hood to trap floatable materials (e.g. Snout), check to ensure watertight seal is working. Remove floating debris and hydrocarbons (e.g. using absorbent pads) at the time of the inspection.
- Remove and replace any hydrocarbon absorptive pads.
- Remove and replace any sediment sacks.

Vegetated Areas:

Inspect all vegetated slopes and embankments on an annual basis. Replant bare areas with sparse growth (<90% coverage) and armor areas showing signs of rill erosion with an appropriate lining.

Inspection and Maintenance Frequency	Spring or Yearly
Underdrained subsurface sand filter	X
Sweeping	X
Storm Drains	X
Catch Basins	X
Vegetated Areas	X

Exhibit G



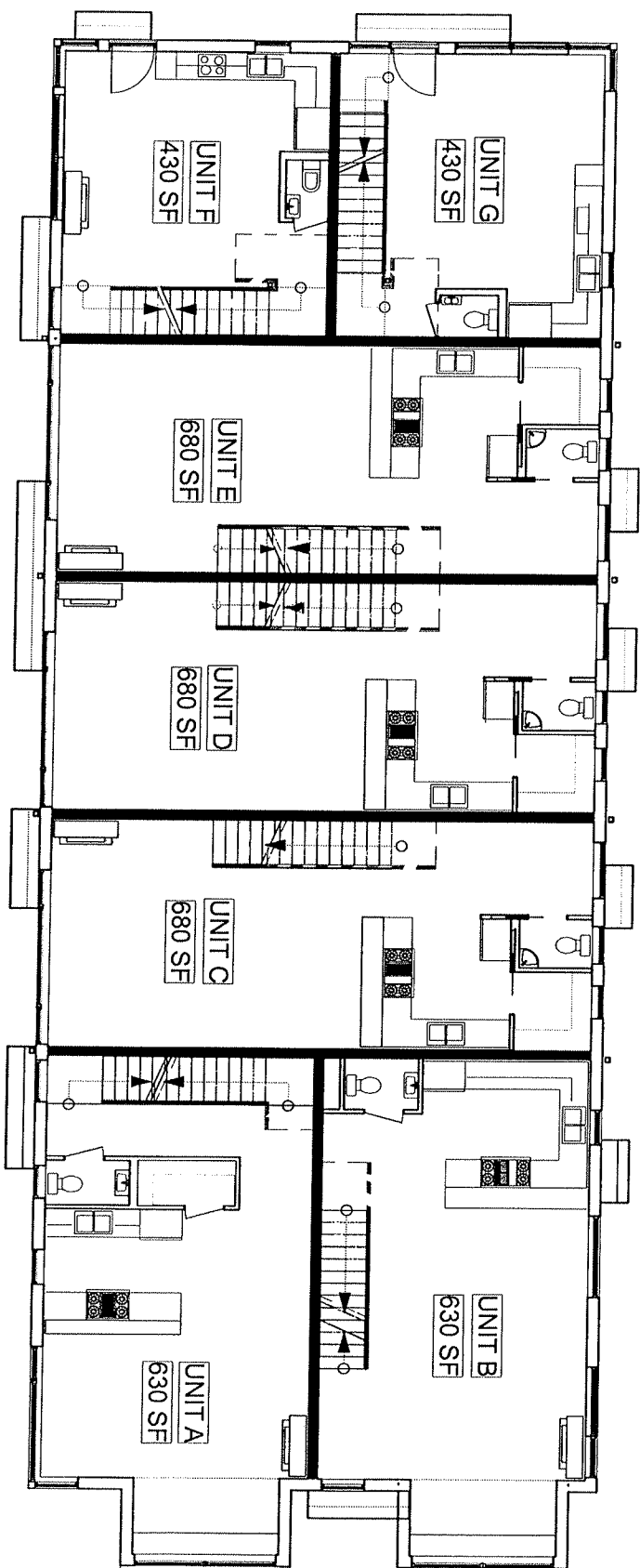
1
1st FLOOR
NOT TO SCALE

KAPLAN THOMPSON
ARCHITECTS
424 FORE ST., PORTLAND, ME 04101
207-842-2888 FAX: 842-2828

PROJECT:
HARBORVIEW TOWNHOMES CONDOMINIUMS
121-125 YORK STREET
PORTLAND, ME, 04101
DECLARANT:
HARBORVIEW DEVELOPMENT LLC
P.O. Box 8816
PORTLAND, ME 04101

DRAWING: 1ST FLOOR
SCALE:
DATE: MAY 23, 2012
DRAWN BY: JB
REVISED:
CONDO DECLARATION

A-1.1



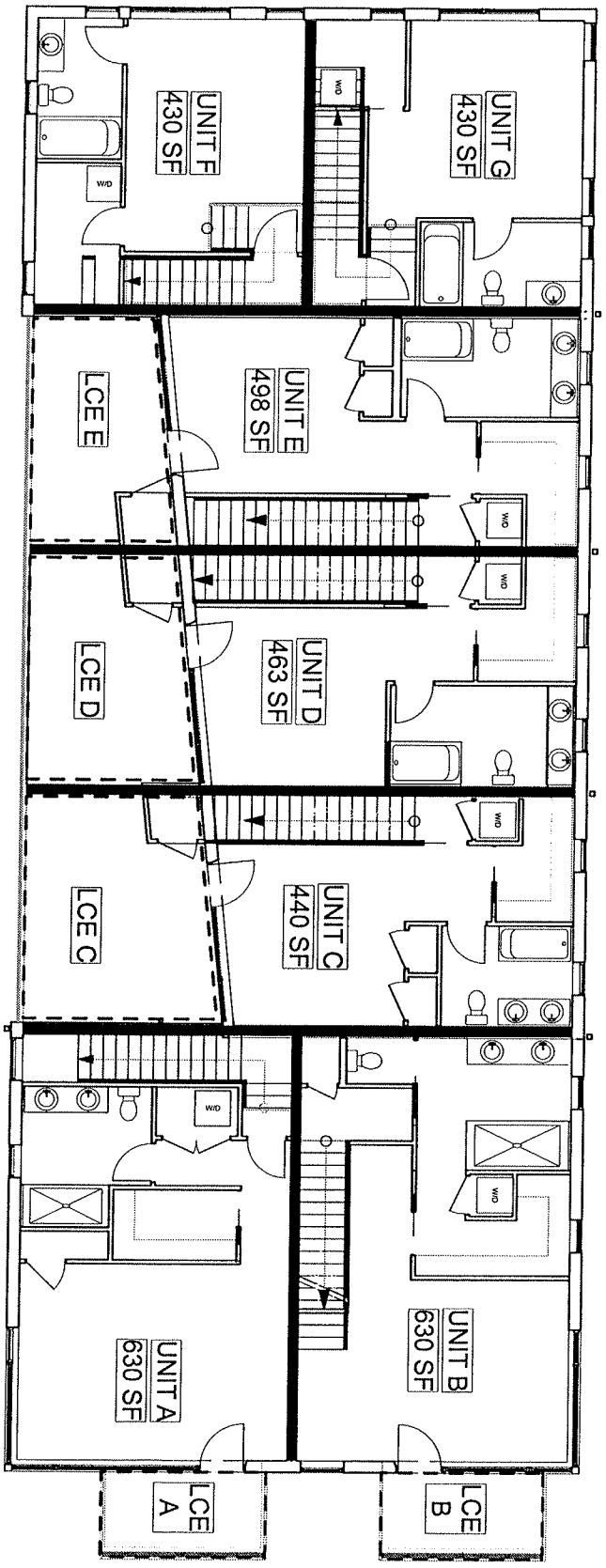
1 2nd FLOOR
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ARCHITECTS
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207-842-2888 FAX: 842-2828

PROJECT:
HARBORVIEW TOWNHOMES CONDOMINIUMS
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PORTLAND, ME, 04101
DECLARANT:
HARBORVIEW DEVELOPMENT LLC
P.O. Box 8816
PORTLAND, ME 04101

DRAWING: 2ND FLOOR
SCALE:
DATE: MAY 23, 2012
REVISED:

CONDO DECLARATION
DRAWN BY: JB
A-1.2



1 3rd FLOOR

SCALE: 1/8" = 1'-0"

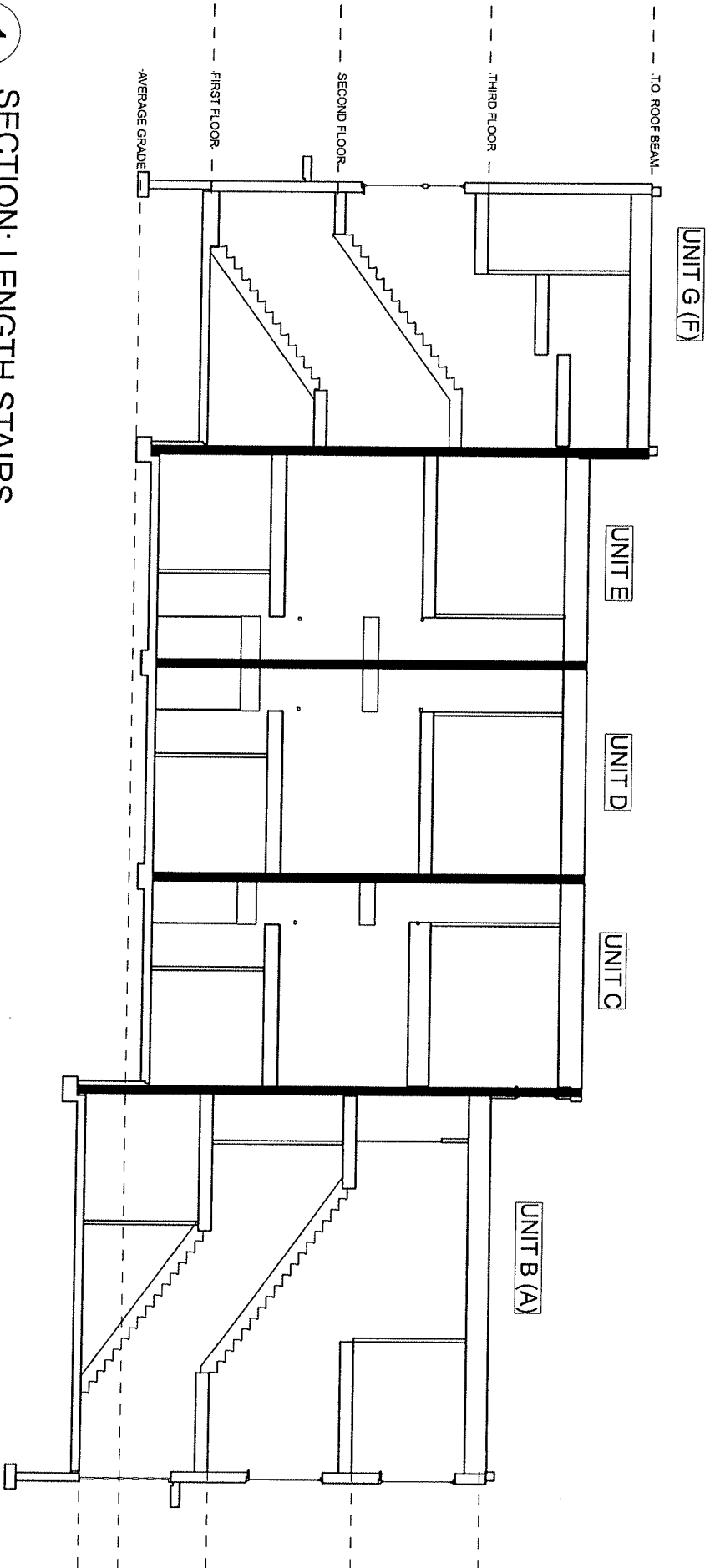
KAPLAN THOMPSON
ARCHITECTS
424 FORE ST., PORTLAND, ME 04101
207-842-2888 FAX: 842-2828

PROJECT:
HARBORVIEW TOWNHOMES CONDOMINIUMS
121-125 YORK STREET
PORTLAND, ME, 04101

DRAWING: 3RD FLOOR
SCALE:
DATE: MAY 23, 2012

DECLARANT:
HARBORVIEW DEVELOPMENT LLC
P.O. Box 8816
PORTLAND, ME 04101

CONDO DECLARATION
DRAWN BY: JB
REVISED:
A-1.3



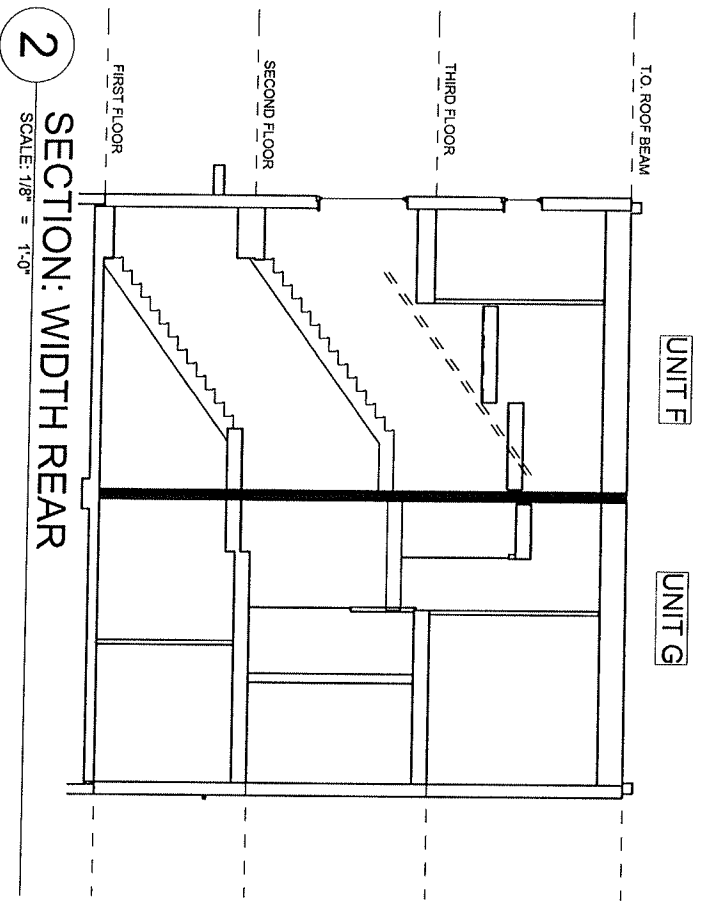
1 SECTION: LENGTH STAIRS
SCALE: 1/8" = 1'-0"

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PROJECT:
HARBORVIEW TOWNHOMES CONDOMINIUMS
121-125 YORK STREET
PORTLAND, ME, 04101
DECLARANT:
HARBORVIEW DEVELOPMENT LLC
P.O. Box 8916
PORTLAND, ME 04101

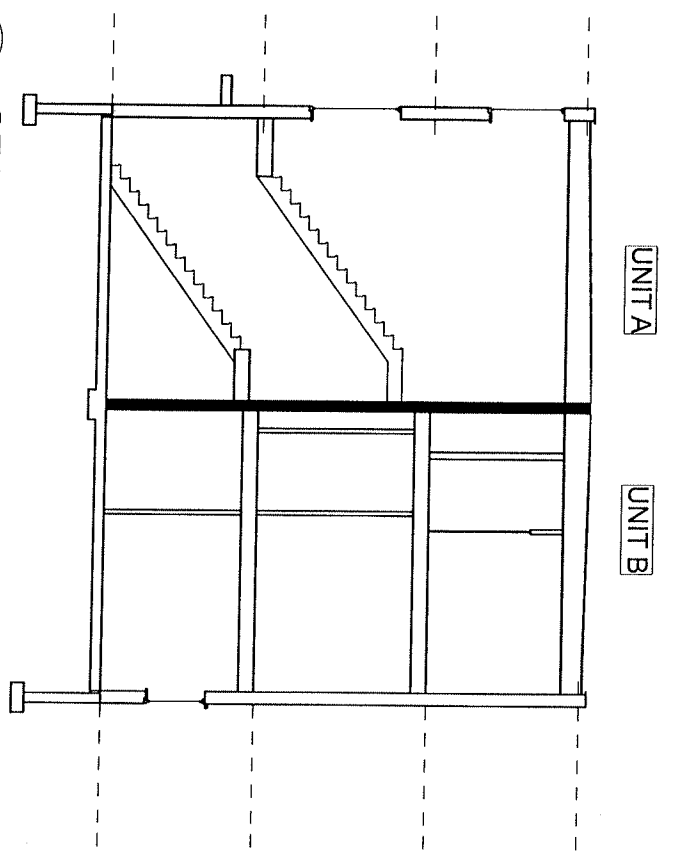
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SCALE:
DATE: MAY 23, 2012

DRAWN BY: JB
CONDO DECLARATION
REVISED:
A-1.4



2

SECTION: WIDTH REAR
SCALE: 1/8" = 1'-0"



1

SECTION: WIDTH FRONT
SCALE: 1/8" = 1'-0"

KAPLAN THOMPSON
 ARCHITECTS
 424 FORE ST., PORTLAND, ME 04101
 207-842-2888 FAX:842-2828

PROJECT: HARBOURVIEW TOWNHOMES CONDOMINIUMS
 121-125 YORK STREET
 PORTLAND, ME, 04101
 DECLARANT: HARBOURVIEW DEVELOPMENT LLC
 P.O. Box 8816
 PORTLAND, ME 04101

DRAWING: SHORT SECTIONS
 SCALE: DRAWN BY: JB
 DATE: MAY 23, 2012 REVISED:

CONDO DECLARATION

A-1.5