

**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: _____