**STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT**

IN CONSIDERATION OF *subdivision and/or site plan* approval granted by the Planning Board of the City of South Portland to a plan entitled “Plan of *Name of Project*, South Portland, Maine” prepared for *Applicant* by *Civil Engineering Firm* with latest revision date being \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, approved by the South Portland Planning Board on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and recorded at the Cumberland County Registry of Deeds in Plan Book , Page ; the grading and drainage plan shown on the unrecorded Sheet \_\_\_\_ entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_” prepared by *Civil Engineering Firm* with latest revision date being \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, said Sheet \_\_\_\_\_ being on file at the City of South Portland Planning and Development Office (collectively, such two plans are hereinafter the “Plan”); and the stormwater management plan therefor filed with the City of South Portland Planning and Development Office, a copy of which is attached hereto as **Exhibit 1**, and pursuant to a Planning Board condition of approval, *Applicant*, a Maine *type of* company, with a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, Maine, being the owner of the subject premises shown on the Plan and described in a deed recorded in said Registry of Deeds in Book \_\_\_\_\_\_, Page \_\_\_\_\_, does hereby agree, for *[itself, its successors and assigns][himself, his heirs and assigns]* (the “Owner”), as follows:

1. That *it/he* will, at *its/his* own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the stormwater management system as shown on said Plan, including, without limitation, any detention basin or basins and the outlet or outlets therefrom, for the benefit of the said *Name of Project*, all persons in lawful possession of said premises and abutters thereto; further, that the **City of South Portland** (“City”) and all persons in lawful possession and said abutters, or any of them, 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 reasonable time to perform, the said City may, but is not required to, by its authorized agents or representatives, enter upon said premises or any portion thereof for the purpose of performing the aforementioned maintenance of said stormwater management system in the event of any failure or neglect thereof, the cost and expense (including, without limitation, reasonable attorney’s fees) thereof to be reimbursed in full to the said City by the Owner upon demand. The determination of the City of an event of failure or neglect shall be made by the City in its sole and exclusive discretion and shall be final and binding on the Owner unless appealed in writing to the Director of the City of South Portland Water Resource Protection Department (or his successor) within forty eight (48) hours of receipt of notice from the City; provided, however, that the determination of the City of an event of failure or neglect shall be final and not subject to appeal when the City determines that emergency conditions require immediate action.

2. That *it/he* will, at *its/his* own cost and at all times in perpetuity, be responsible for the maintenance of all stormwater management structures, the establishment of any contract services required to implement the stormwater management plan referenced above, and the keeping of records and maintenance log book. A copy of the maintenance log book will be submitted annually on or before \_\_\_\_\_\_\_\_\_\_\_\_\_ to the Director of the City of South Portland Water Resource Protection Department. At a minimum, the appropriate and relevant maintenance, inspection and record keeping activities for each of the stormwater management structures, measures and devices will be performed on the prescribed schedule contained in the stormwater management plan referenced above.

3. That this Agreement shall not confer upon the said City or any other person the right to utilize said stormwater management 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 stormwater management system for any reason whatsoever. This Agreement shall not affect or restrict the Owner’s right to enlarge the capacity of the stormwater management system, subject to the prior review and approval of the Planning Board of the City of South Portland.

4. Nothing herein shall be construed to allow any change or deviation from the requirements of the *subdivision and/or site plan* most recently, formally approved by the Planning Board of the City of South Portland.

5. That 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 Owner’s *successors and assigns/heirs and assigns* as their interests may from time to time appear, including, without limitation, the *Name of Homeowners Association*, a Maine not for profit corporation consisting of the owners of Lots as shown on said Plan.

IN WITNESS WHEREOF, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has caused this instrument to be signed and sealed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_, thereunto duly authorized, on \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

WITNESS: ***APPLICANT***

By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MAINE

Cumberland, ss. \_\_\_\_\_\_\_\_\_ 20\_\_\_\_

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ of *Applicant*, and acknowledged the foregoing Agreement to be the free act and deed of said *type of company* in her/his said capacity.

Before me,

Notary Public/Attorney-at-Law

Print Name: