

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

**IN CONSIDERATION OF** Site Plan and Subdivision approval granted by the Planning Board of the City of Portland to a plan entitled 133 York Street, Site Plan prepared for 133 York LLC, 110 Marginal Way Suite 292, Portland, ME 04101 by Pinkham & Greer Consulting Engineers dated July 24, 2013 and revised July 16, 2014, recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Plan”) and pursuant to a condition thereof, 133 York LLC having a mailing address of 110 Marginal Way Suite 292, Portland, ME 04101, 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 stormwater drainage system, as shown on said plan, including but not limited to the catch basins, piping, tree box filter, stormwater chamber, valves, swales, paved surfaces, manholes, drain pipe, riprapped aprons, and level spreaders etc. in strict compliance with the Maintenance of Facilities as described in Stormwater Management Report in the Inspection and Maintenance of Stormwater Management Facilities section dated June 19, 2013 and revised October 21, 2013 and July 25, 2014 and Chapter 32 of the Portland City Code. Owner of the subject premises 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 said 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 the Owner written notice as described in this Agreement, and a stated time to perform, that the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon the property in question to maintain, repair, or replace said stormwater drainage system, including but not limited to the Tree Filter and Piping System thereon 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 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.

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 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 roles 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. 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.

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: \_\_\_\_\_