

**STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**

FOR SITE PLANS (THAT ARE NOT SUBDIVISIONS)

IN CONSIDERATION OF the site plan approval granted by the Planning Board/Planning Authority of the City of Portland for the proposed Neighborhood Center at 1342-1348 Congress Street, and the associated Grading, Drainage & Erosion Control Plan (a copy of which is attached hereto and incorporated herein as “Exhibit A”) submitted and prepared by Tighe & Bond of 177 Corporate Drive, Portsmouth, NH dated April 3, 2015 and revised on June 23, 2015, and pursuant to a condition thereof, The Jewish Community Alliance of Southern Maine (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a Maine non-profit corporation with a principal place of business in Portland, Maine, and having a mailing address of 57 Ashmont Street, the owner of the subject premises (the “Owner”), does hereby agree, for itself, its successors and assigns, as follows:

Maintenance Agreement

That Owner, 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 catch basins, Stormtech detention system, underdrained soil filter, and associated drainage system (hereinafter collectively referred to as the “stormwater system”), as shown on the Grading, Drainage & Erosion Control Plan in Exhibit A and in strict compliance with the Approved Long Term Operation & Maintenance Plan prepared for the Owner by Tighe & Bond (a copy of which is attached hereto and incorporated herein as “Exhibit B”) 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 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 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 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 site plan most recently and formally approved by the Planning Board/Planning Authority 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 record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any Condominium Association or management company, and 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

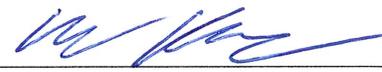
Owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

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.

Dated at Portland, Maine this 6th day of July, 2015.

THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE

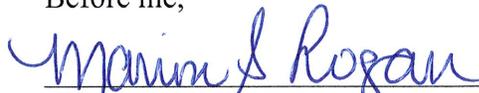
By: 
Eric Kolben, President

STATE OF MAINE
CUMBERLAND, ss.

Date: 7-6-2015

Personally appeared the above-named Eric Kolben, President of The Jewish Community Alliance of Southern Maine, and acknowledged the foregoing instrument to be his free act in his said capacity and the free act and deed of said organization.

Before me,


Notary Public/Attorney at Law

Print name: _____ MARION S. LOGAN
Notary Public, Maine

My Commission Expires March 23, 2021
My commission expires: _____

Exhibit A
Approved Grading, Drainage & Erosion Control Plan

Exhibit B
Approved Long Term Operation & Maintenance Plan

Section 3

Long Term Operation & Maintenance Plan

It is the intent of this Operation and Maintenance Plan to identify the areas of this site that need special attention and consideration, as well as implementing a plan to assure routine maintenance. By identifying the areas of concern as well as implementing a frequent and routine maintenance schedule the site will maintain a high quality of stormwater runoff.

Annual Reporting Requirements

The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed certification to City of Portland Department of Public Services (DPS) in a form provided by DPS, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, including the record of the deficiency and corrective action(s) taken.

3.1 Contact/Responsible Party

Steve Brinn
Jewish Community Alliance of Southern Maine
57 Ashmont Street
Portland, Maine

(Note: The contact information for the Contact/Responsible Party shall be kept current. If ownership changes, the Operation and Maintenance Plan must be transferred to the new party.)

3.2 Maintenance Items

Maintenance of the following items shall be recorded:

- Litter/Debris Removal
- Landscaping
- Catch basin/Yard drain Cleaning
- Pavement Sweeping
- Stormtech Chamber Cleaning
- Underdrained Soil Filter Cleaning and Maintenance

The following maintenance items and schedule represent the minimum action required. Periodic site inspections shall be conducted and all measures must be maintained in effective operating condition. The following items shall be observed during site inspection and maintenance:

- Inspect vegetated areas, particularly slopes and embankments for areas of erosion. Replant and restore as necessary
- Inspect catch basins for sediment buildup
- Inspect site for trash and debris

3.3 Overall Site Operation & Maintenance Schedule

Overall Site Operation and Maintenance Schedule		
Maintenance Item	Frequency of Maintenance	Operation
Litter/Debris Removal	Weekly	Management Company
Pavement Sweeping - Sweep impervious areas to remove sand and litter.	2 - 4 times annually	Parking Lot Sweeper
Underdrain Soil Filter - Trash and debris to be removed. - Any required maintenance shall be addressed.	Two (2) times annually and after any rainfall event exceeding 2.5" in a 24-hr period	Management Company
Stormtech Chambers - Visual inspection and cleaning.	Twice Yearly	Management Company / Vacuum Truck
Rip Rap Aprons - Trash and debris to be removed. - Any required maintenance shall be addressed.	Annually	Management Company
Catch Basin (CB) / Yard Drain (YD) Cleaning - CBs/YDs to be cleaned of solids and oils.	Annually	Vacuum Truck
Landscaping - Landscaped islands to be maintained and mulched.	Maintained as required and mulched each Spring	Management Company

Underdrained Soil Filter Inspection/Maintenance Requirements		
Inspection/ Maintenance	Frequency	Action

Monitor to ensure that Rain Gardens function effectively after storms	Four (4) times annually (quarterly) and after any rainfall event exceeding 2.5" in a 24-hr period	<ul style="list-style-type: none"> - Trash and debris to be removed - Any required maintenance shall be addressed
Inspect Vegetation	Annually	<ul style="list-style-type: none"> - Inspect the condition of all Rain Garden vegetation - Prune back overgrowth - Replace dead vegetation - Remove any invasive species
Inspect Drawdown Time - The system shall drawdown within 48-hours following a rainfall event.	Annually	<ul style="list-style-type: none"> - Assess the condition of the facility to determine measures required to restore the filtration function, including but not limited to removal of accumulated sediments or reconstruction of the filter.

StormTech Inspection/Maintenance Requirements		
Inspection/ Maintenance	Frequency	Action
Inspection with maintenance following as warranted	Twice Yearly	<ul style="list-style-type: none"> - Trash and debris to be removed - Any required maintenance shall be addressed.

Rip Rap Inspection/Maintenance Requirements		
Inspection/ Maintenance	Frequency	Action
Visual Inspection	Annually	<ul style="list-style-type: none"> - Visually inspect for damage and deterioration - Repair damages immediately

3.3.1 Disposal Requirements

Disposal of debris, trash, sediment and other waste material should be done at suitable disposal/recycling sites and in compliance with all applicable local, state and federal waste regulations.

3.3.2 Snow & Ice Management for Standard Asphalt and Walkways

Snow storage areas shall be located such that no direct untreated discharges are possible to receiving waters from the storage site (snow storage areas have been shown

on the Site Plan). Curb cuts shown on the plan shall remain free of snow and ice buildup. Salt storage areas shall be covered or located such that no direct untreated discharges are possible to receiving waters from the storage site.

3.3.3 Annual Updates and Log Requirements

The Owner and/or Contact/Responsible Party shall review this Operation and Maintenance Plan once per year for its effectiveness and adjust the plan and deed as necessary.

A log of all preventative and corrective measures for the stormwater system shall be kept on-site and be made available upon request by any public entity with administrative, health environmental or safety authority over the site.

Stormwater Management Report						
Project Name		Proposed Neighborhood Center, 1342 Congress St, Portland, ME				
BMP Description	Date of Inspection	Inspector	BMP Installed and Operating Properly?	Cleaning / Corrective Action Needed	Date of Cleaning / Repair	Performed By
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
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			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			

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**STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**

FOR SITE PLANS (THAT ARE NOT SUBDIVISIONS)

IN CONSIDERATION OF the site plan approval granted by the Planning Board/Planning Authority of the City of Portland to the proposed Neighborhood Center at 1342-1348 Congress Street, and the associated OffSite Grading & Drainage Plan (a copy of which is attached hereto and incorporated herein as “Exhibit A”) submitted and prepared by Tighe & Bond of 177 Corporate Drive, Portsmouth, NH dated June 23, 2015, and pursuant to a condition thereof, Justin S. Johnson and Katharine R. Ireland, owners of the premises located at 71 Willow Lane, Portland, ME, which is located adjacent to the subject property at 1342-1348 Congress Street and is the beneficiary of certain drainage improvements on the premises, do hereby agree, for themselves, their successors and assigns (collectively, the “Owner”), as follows:

Maintenance Agreement

That Owner will, at Owner’s own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the rip rap apron, drainage ditch and associated drainage system, (hereinafter collectively referred to as the “stormwater system”), as shown on the Off Site Grading, Drainage & Erosion Control Plan in Exhibit A and in strict compliance with Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at his 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 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 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 site plan most recently and formally approved by the Planning Board/Planning Authority 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 record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any Condominium Association or management company, and 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.

Dated at Portland, Maine this _____ day of _____, 2015.

Justin S. Johnson

Katharine R. Ireland

STATE OF MAINE
CUMBERLAND, ss.

Date: _____

Personally appeared the above-named Justin S. Johnson and Katharine R. Ireland and acknowledged the foregoing instrument to be their free act and deed.

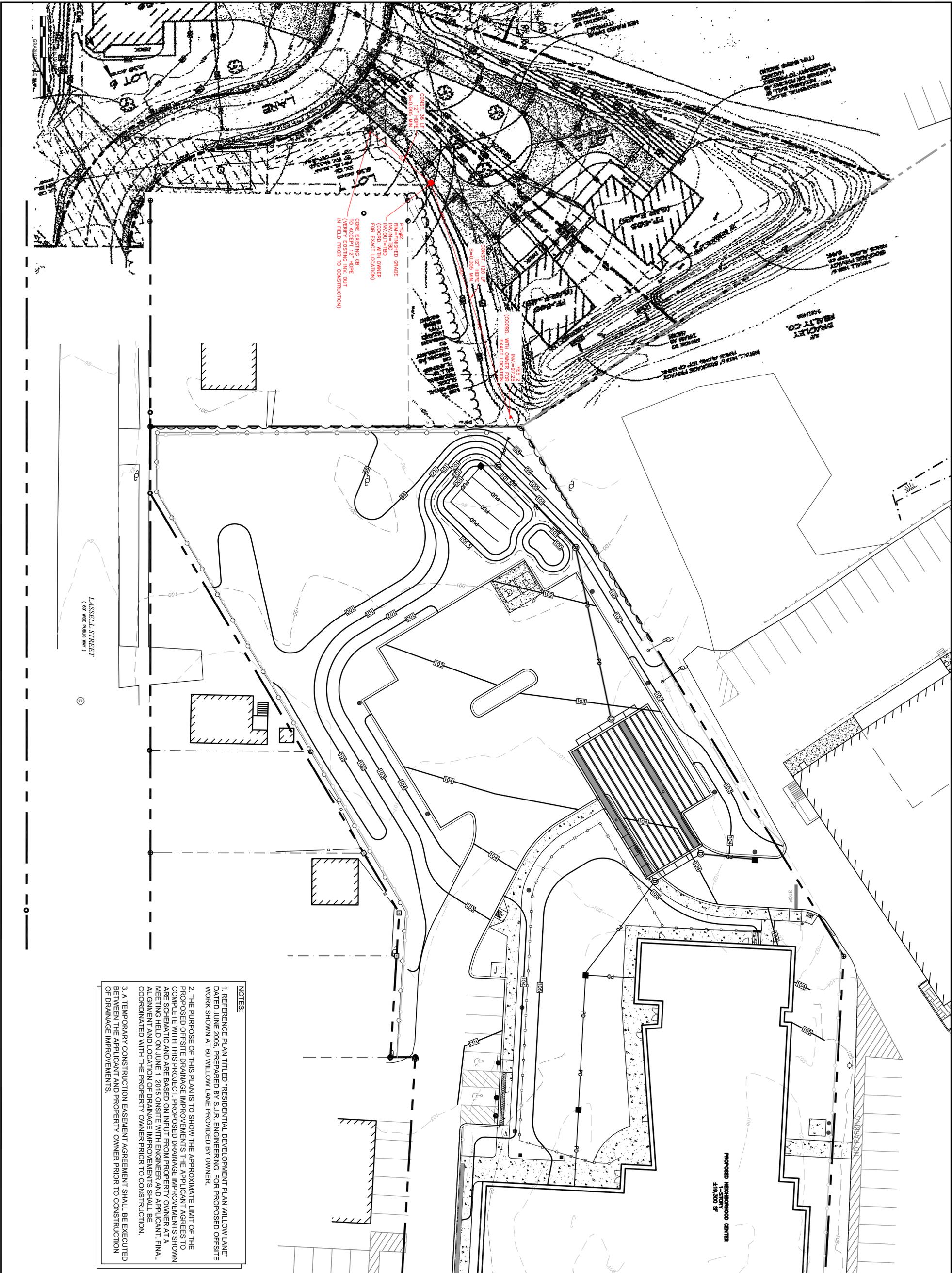
Before me,

Notary Public/Attorney at Law

Print name: _____

My commission expires: _____

Exhibit A
Approved Off Site Grading & Drainage Plan



NOTES:

1. REFERENCE PLAN TITLED "RESIDENTIAL DEVELOPMENT PLAN WILLOW LANE" DATED JUNE 2005. PREPARED BY S.J.R. ENGINEERING. FOR PROPOSED OFFSITE WORK SHOWN AT 60 WILLOW LANE PROVIDED BY OWNER.
2. THE PURPOSE OF THIS PLAN IS TO SHOW THE APPROXIMATE LIMIT OF THE PROPOSED OFFSITE DRAINAGE IMPROVEMENTS THE APPLICANT AGREES TO COMPLETE WITH THIS PROJECT. PROPOSED DRAINAGE IMPROVEMENTS SHOWN ARE SCHEMATIC AND ARE BASED ON INPUT FROM PROPERTY OWNER AT A MEETING HELD ON JUNE 1, 2015 ONSITE WITH ENGINEER AND APPLICANT. FINAL ALIGNMENT AND LOCATION OF DRAINAGE IMPROVEMENTS SHALL BE COORDINATED WITH THE PROPERTY OWNER PRIOR TO CONSTRUCTION.
3. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT SHALL BE EXECUTED BETWEEN THE APPLICANT AND PROPERTY OWNER PRIOR TO CONSTRUCTION OF DRAINAGE IMPROVEMENTS.

<p>Tighe & Bond Consulting Engineers www.tighebond.com</p>		<p>Jewish Community Alliance of Southern Maine Proposed Neighborhood Center Portland, Maine</p>	
<p>1. 02/2015 REVISED FOR PER SUBMISSION</p>	<p>DATE Description</p>	<p>PROJECT NO.: J0094-SITE.dwg</p>	<p>FILE: J0094-SITE.dwg</p>
<p>DRAWN BY: GWH</p>	<p>CHECKED: BLM</p>	<p>APPROVED BY: BLM</p>	<p>OFF-SITE GRADING AND DRAINAGE PLAN</p>
<p>SCALE: AS SHOWN</p>	<p>C-10</p>		

DRAINAGE IMPROVEMENTS
AND TEMPORARY CONSTRUCTION EASEMENT

KATHARINE R. IRELAND and JUSTIN S. JOHNSON of Portland, Maine, their successors and assigns (together, “Grantor”), for good and valuable consideration, hereby grant to **THE JEWISH COMMUNITY ALLIANCE OF SOUTHERN MAINE** (as successor by merger between The Jewish Community Center a/k/a The Jewish Community Center of Portland and the Jewish Federation of Southern Maine), a not-for-profit corporation organized and existing under the laws of the State of Maine and having a mailing address of 57 Ashmont Street, Portland, Maine 04103, its successors and assigns, the following rights and easements in, on, over and to that portion of Grantor’s land described in deed from Erin Associates, LLC to Grantor herein dated October 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26430, Page 234, such portion being more particularly depicted on Exhibit A attached hereto and made a part hereof by reference (the “Easement Area”):

1. Drainage Improvements. A temporary easement for the purposes of (i) grading the Easement Area; (ii) installing a new section or sections of stormwater piping on or about the Easement Area; (iii) altering or extending the existing stormwater catch basin located on the Easement Area; and (iv) adjusting the alignment of any existing piping extending the catch basin (the “Drainage Improvements”); provided, however, that upon Grantee’s completion of the Drainage Improvements, Grantee shall restore the surface of the Easement Area as near as reasonably possible to its condition prior to the commencement of said Drainage Improvements. Grantee shall bear all costs and expenses relating to the easement rights granted herein and Grantor hereby consents to Grantee’s construction of the Drainage Improvements.

2. Temporary Construction Easement. A temporary construction easement for the purpose of constructing the Drainage Improvements on the Easement Area, together with the right of Grantor or its agents to enter the Easement Area and to cross such other property of Grantor as necessary for access to and egress from the Easement Area on weekdays between 6:00 a.m. and 3:00 p.m. with such workers, vehicles and construction equipment as Grantee deems reasonably necessary to complete the Drainage Improvements described herein.

When exercising its rights under this easement, Grantee shall complete construction within one hundred twenty (120) days of commencement of construction. Upon Grantee’s completion of construction, Grantor shall thereafter be responsible for all repairs to, and maintenance of, the Drainage Improvements and Easement Area.

For so long as the foregoing easements are in effect, Grantee shall maintain liability insurance in the sum of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, insuring against the actions of Grantee and its agents and naming Grantor as a certificate holder.

Grantor reserves to itself, its successors and assigns the right to use and enjoy the larger parcel of which the Easement Area is a part, provided that such use and enjoyment shall not interfere with the rights and easements granted to Grantee herein.

WITNESS our hands and seals this _____ day of _____, 2015.

WITNESS:

Print name:

Katharine R. Ireland

Print name:

Justin S. Johnson

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2015

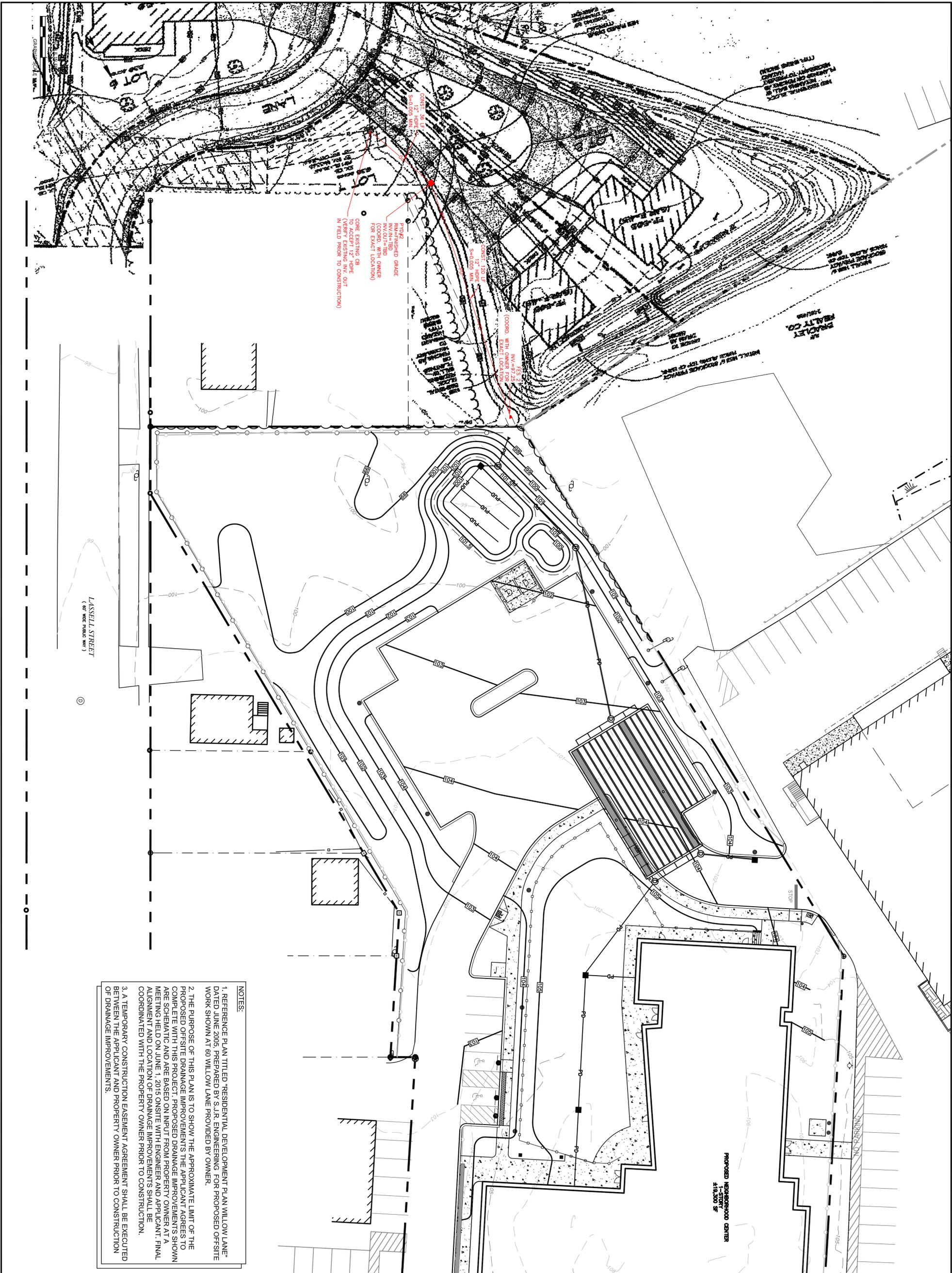
PERSONALLY APPEARED before me the above-named Katharine R. Ireland and Justin S. Johnson and acknowledged the foregoing instrument to be their free acts and deeds.

Print name:

Notary Public/Attorney-at-Law My commission expires:

EXHIBIT A

[Easement Area]



NOTES:

1. REFERENCE PLAN TITLED "RESIDENTIAL DEVELOPMENT PLAN WILLOW LANE" DATED JUNE 2005. PREPARED BY S.J.R. ENGINEERING. FOR PROPOSED OFFSITE WORK SHOWN AT 60 WILLOW LANE PROVIDED BY OWNER.
2. THE PURPOSE OF THIS PLAN IS TO SHOW THE APPROXIMATE LIMIT OF THE PROPOSED OFFSITE DRAINAGE IMPROVEMENTS THE APPLICANT AGREES TO COMPLETE WITH THIS PROJECT. PROPOSED DRAINAGE IMPROVEMENTS SHOWN ARE SCHEMATIC AND ARE BASED ON INPUT FROM PROPERTY OWNER AT A MEETING HELD ON JUNE 1, 2015 ONSITE WITH ENGINEER AND APPLICANT. FINAL ALIGNMENT AND LOCATION OF DRAINAGE IMPROVEMENTS SHALL BE COORDINATED WITH THE PROPERTY OWNER PRIOR TO CONSTRUCTION.
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