

**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.

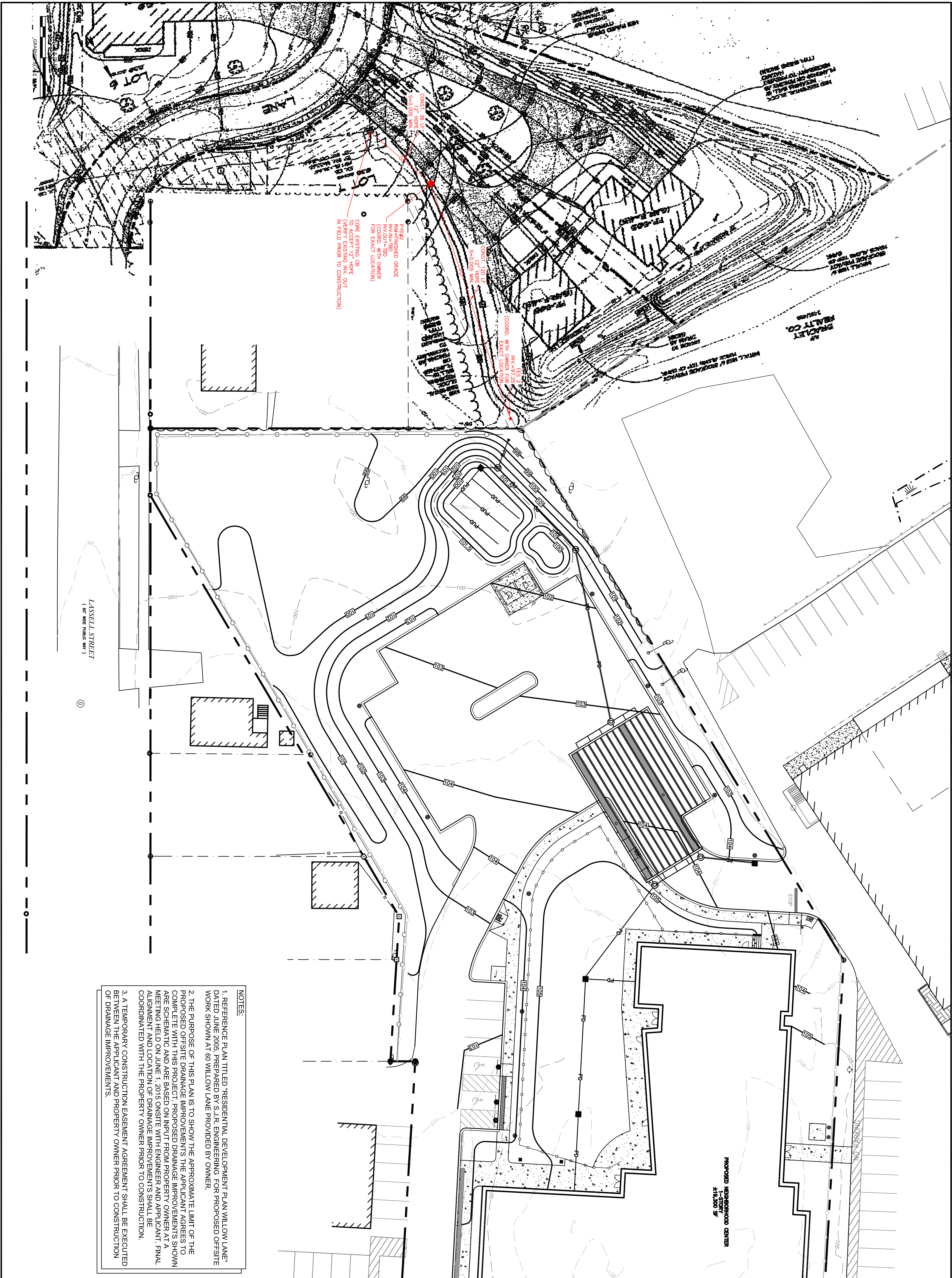
Before me,

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.: J4-0096</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>	