

**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 Commercial Development including gas station and convenience store with ATM, Project ID: 2013-086, and the associated Grading, Drainage & Erosion Control Plan C-3.0 Amended Grading and Drainage Plan (Exhibit A) submitted by Portland Property Holdings, LLC, prepared by Fay, Spofford & Thronidike of 778 Main Street, So. Portland, Maine dated April 21, 2015, and pursuant to a condition thereof, Portland Property Holdings, LLC a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of 2 Main Street, Topsham, Maine 04086, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

Maintenance Agreement

That it, 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 stormwater management system, (hereinafter collectively referred to as the "stormwater system"), as shown on the Amended Grading and Drainage Plan in Exhibit A and in strict compliance with the approved Inspection and Maintenance Manual for Stormwater Management and Related Stormwater Facilities prepared for the Owner by Fay, Spofford & Thorndike (copy attached 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 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 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 stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this 29 day of July, 2015.

Portland Property Holdings, LLC

James Howard, Manager

STATE OF MAINE
CUMBERLAND, ss.

Date: 7/29/15

Personally appeared the above-named James Howard, Manager, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

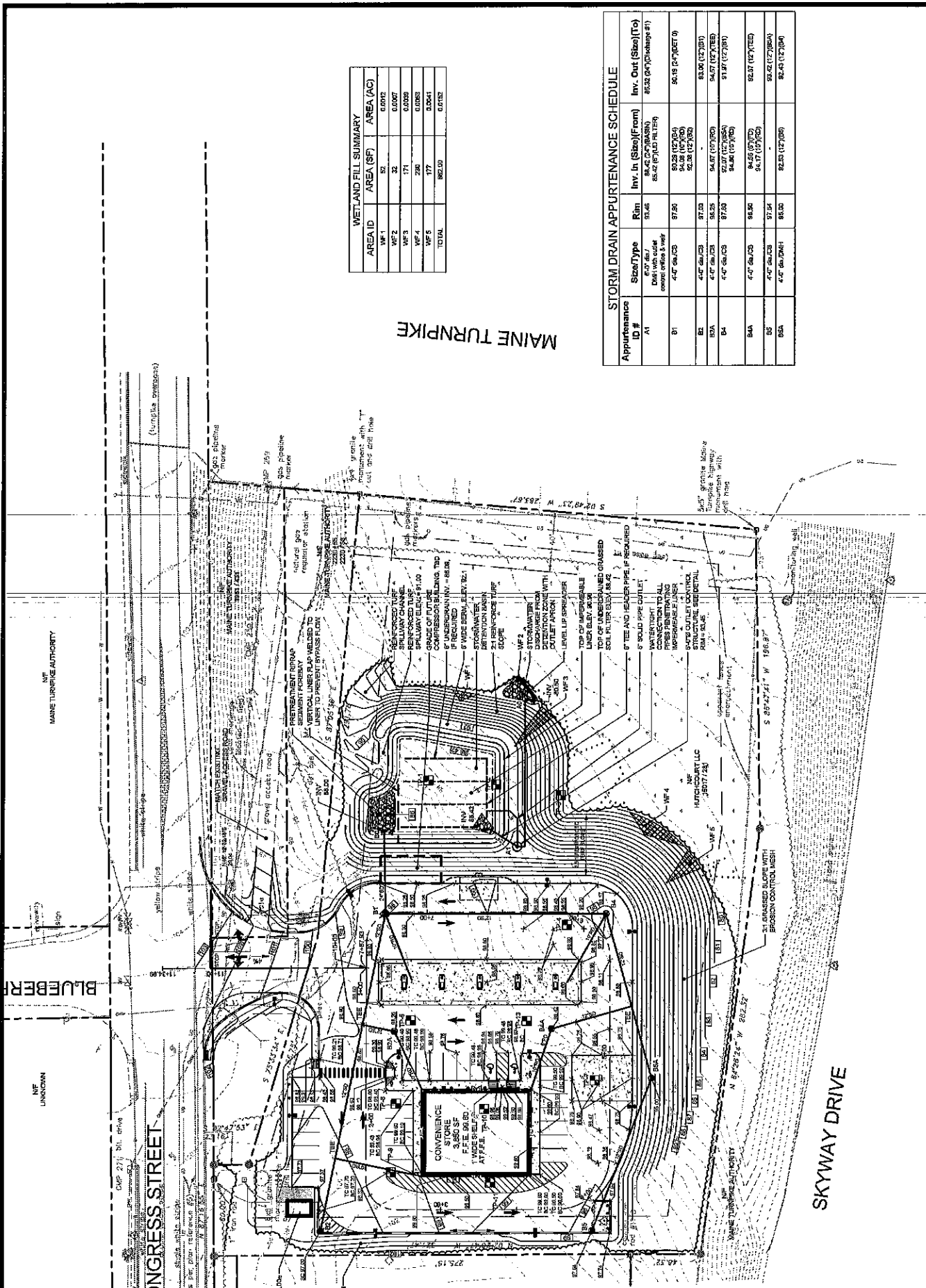
Christopher J. Dirago
Notary Public/Attorney at Law

Print name: Christopher J. Dirago

CHRISTOPHER J. DIRAGO
Notary Public, Maine
My Commission Expires October 15, 2021

Exhibit A: Approved Amended Grading and Drainage Plan C-3.0, dated April 21, 2015

Exhibit B: Approved Maintenance Manual for Stormwater Management and Related Stormwater Facilities



WETLAND FILL SUMMARY

WETLAND ID	AREA (SF)	AREA (AC)
WF 1	52	0.0012
WF 2	32	0.0007
WF 3	171	0.0039
WF 4	228	0.0052
WF 5	177	0.0041
TOTAL	660	0.0051

STORM DRAIN APPURTENANCE SCHEDULE

Appurtenance ID #	Size/Type	Rim	Inv. In (Size)(From)	Inv. Out (Size)(To)
A1	6" x 6" with outlet concrete catch basin	85.46	85.42 (6") (BASIN)	85.33 (6") (Catchbasin #1)
B1	4" x 4" catch basin	87.56	87.52 (4") (BASIN)	87.43 (4") (CATCH #1)
B2	4" x 4" catch basin	87.03	86.99 (4") (BASIN)	86.90 (4") (CATCH #1)
B3A	4" x 4" catch basin	86.25	86.21 (4") (BASIN)	86.12 (4") (CATCH #1)
B4	4" x 4" catch basin	87.03	86.99 (4") (BASIN)	86.90 (4") (CATCH #1)
B4A	4" x 4" catch basin	86.94	86.90 (4") (BASIN)	86.81 (4") (CATCH #1)
B5	4" x 4" catch basin	87.54	87.50 (4") (BASIN)	87.41 (4") (CATCH #1)
B5A	4" x 4" catch basin	86.00	85.96 (4") (BASIN)	85.87 (4") (CATCH #1)

FAT SPOFFORD & THORNDIKE
ENGINEERS - PLANNERS - ARCHITECTS

775 MAIN ST. SUITE 6, SOUTH PORTLAND, ME 04106

FST

MULTI-USE DEVELOPMENT
2282 CONGRESS ST., PORTLAND, ME

AMENDED GRADING AND DRAINAGE PLAN

DATE: OCTOBER 2013
SCALE: 1" = 30'
DRAWN: CAY
CHECKED: SRS
DESIGNED: SRS
FILE NAME: 21165P
JOB NO.: 3118

CITY DEVELOPERS, INC.
3000 WASHINGTON ST., SUITE 400
AND PORTLAND PROPERTY HOLDINGS, LLC
21 MAIN STREET, SUITE 206, TOPSHAM, MAINE 04086

LIC. # 1428

REVISIONS

REV	DATE	DESCRIPTION
1	02.18.13	EXAMINED FOR CITY OF PORTLAND
2	04.09.13	REVISIONS FOR CITY OF PORTLAND
3	04.18.13	REVISIONS FOR CITY OF PORTLAND
4	06.03.13	REVISIONS FOR CITY OF PORTLAND
5	06.11.13	REVISIONS FOR CITY OF PORTLAND
6	07.22.14	REVISED GRADING AND DRAINAGE AND CITY OF PORTLAND
7	08.07.14	REVISED GRADING AND DRAINAGE AND CITY OF PORTLAND
8	08.14.14	REVISED GRADING AND DRAINAGE AND CITY OF PORTLAND
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50	08.14.14	REVISED GRADING AND DRAINAGE AND CITY OF PORTLAND

REVISIONS

1" = 30' ft.

NORTH

(1" = 30' ft.)

1 inch = 30 ft.