**STORMWATER DRAINAGE SYSTEM**

**MAINTENANCE AGREEMENT**

**For SUBDIVISIONS**

 **IN CONSIDERATION OF** the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed 72 Bishop Street Apartments, Project ID 2015-060, described in Exhibit A attached hereto and made a part hereof, and shown on the Subdivision Plat recorded in Cumberland Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_ submitted by Avesta Bishop Street LP and associated Grading, Drainage & Erosion Control Plan Sheet L3 Grading, Drainage & Utilities Plan REV Date 02-05-16 (copy attached as Exhibit B) prepared by Mitchell & Associates (agent) of 70 Center Street, Portland, Maine 04101 dated and pursuant to a condition thereof, Avesta Bishop Street LP a Maine limited partnership with a principal place of business in Portland, Maine, and having a mailing address of 307 Cumberland Avenue, Portland, Maine 04101, the owner of the subject premises (the “Owner”), does hereby agree, for itself, its successors and assigns, 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 R-Tank Storm Water treatment system and appurtenant storm drain pipes, outlet control structure, manmade pervious surfaces, vegetated soil filter, roof drain filter strip underdrain pipes, catch basins and Bio Clean Environmental Downspout Filter (BC-DF), (hereinafter collectively referred to as the “stormwater system”), as shown on Sheet L3 Grading, Drainage & Utilities Plan, REV Date 02-05-16 attached as Exhibit B and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement *(Bishop Street Stormwater Inspection and Maintenance Plan)* prepared for the Owner by Ransom Consulting, Inc. (copy attached as Exhibit C) and the annual inspections and reporting requirements under Chapter 32 of the Portland City Code.

Owner 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, not less than sixty (60) days, 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 subdivision and/or site plan most recently and formally approved by the Planning Board 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. This Agreement shall be binding upon the Owner and its successors and assigns and shall run with the land described in Exhibit A.

 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 described in Exhibit A 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 \_\_\_\_\_\_\_\_\_, 2016.

 AVESTA BISHOP STREET LP

 BY: Pinecone Housing Corporation,

 Its General Partner

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dana Totman, its President

STATE OF MAINE

CUMBERLAND, ss. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Personally appeared the above-named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta Bishop Street LP as aforesaid, , and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

 Before me,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public/Attorney at Law

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A: Property Description

Exhibit B: Approved Grading and Drainage Plan, Sheet L3 Grading, Drainage & Utilities Plan REV Date 02-05-16*)*

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement “Bishop Street Stormwater Inspection and Maintenance Plan”

C:\OneDrive\Documents\O\_MAS\99475 Avesta\Bishop Street\Land use\Stormwater maintenance agreement\_72 Bishop Street.docx

**EXHIBIT A**

A certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Bishop Street in the City of Portland, County· of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southerly sideline of Bishop Street at the northwesterly corner of land conveyed by George Wilson to Eri A. Mowatt by deed dated March 12, 1949 and recorded in Cumberland County Registry of Deeds in Book 1952, Page 227; thence North 82° 18’ West by Bishop Street fifty (50) feet to the easterly corner of land conveyed by Tilcon-Warren Minerals Inc. to Tilcon Minerals Inc. by deed dated August 17, 1981 and recorded in said Registry of Deeds in Book 4942, Page 143; thence southwesterly by said land of Tilcon-Minerals Inc. four hundred seventy-five (475) feet, more or less, to an angle in the line of land conveyed by the City of Portland to Westbrook College by deed dated November 8, 1973 and recorded in said Registry of Deeds in Book 3481, Page 255; thence South 5º East by said land of Westbrook College forty-two and twenty-four hundredths (42.24) feet to an angle; thence North 76° 24' East by said land of Westbrook College to the southwesterly corner of said Mowatt land; thence North 7° 42' East by said Mowatt land one hundred fifty-five and twenty-two hundredths (155. 22) feet to the point of beginning.

Subject to easements of record.

C:\OneDrive\Documents\O\_MAS\99475 Avesta\Bishop Street\Land use\Stormwater maintenance agreement\_72 Bishop Street.docx