

**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 216, Page 88 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.

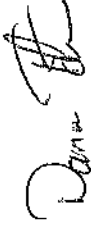
If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this

agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or licensing it or create a cause of action against the City.

Dated at Portland, Maine this 27 day of March, 2016.

AVESTA BISHOP STREET LP

BY: Pinecone Housing Corporation,
Its General Partner

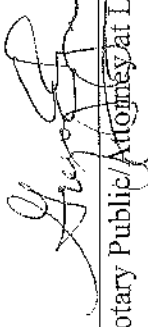
By: 
Dana Totman, its President

March 27, 2016

STATE OF MAINE
CUMBERLAND, ss.

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: Gregory C. Payne

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"

EXHIBIT A

A certain parcel of land 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 at the northwest corner of the land now or formerly of Bishop Street LLC (see Book 23608, Page 212) on the southerly sideline of Bishop Street;

Thence, S 82° 48' 35" W by Bishop Street 50.00 feet to the land now or formerly of Deering Lodge Building Corp. (Book 13212, Page 14);

Thence, S 47° 31' 01" W by said land 483.91 feet to the land now or formerly of University of New England;

Thence, the following courses by said land:

S 18° 15' 13" E a distance of 46.89 feet;

N 61° 29' 47" E a distance of 467.98 feet to the land of Bishop Street LLC;

Thence, N 07° 11' 25" W by said land 155.50 feet to the point of beginning.

This description is based on a survey by Owen Haskell, Inc. entitled "ALTA/ACSM Land Title Survey, 72 Bishop Street, Portland, Cumberland County, Maine", made for Avesta Bishop Street L.P, dated January 14, 2016, last revised March 25, 2016, to be duly recorded in the Cumberland County Registry of Deeds, and all bearings are grid north.

Subject to easements of record.

- GRADING AND DRAINAGE NOTES:**
1. DO NOT SCALE THESE DRAWINGS. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, NOTES AND SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT FOR FURTHER DIRECTION AND RESOLUTION BEFORE ADDITIONAL WORK PROCEEDS.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES ON THE GROUND. ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DIRECTION AND RESOLUTION PRIOR TO ANY FURTHER WORK.
 3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION OR INSTALLATION OF ANY PART OF THIS WORK.
 4. CONTRACTOR SHALL AVOID ALL AREAS NOT REQUIRING GRADING. CONTRACTOR SHALL NOT DISTURB THESE AREAS. REFER TO NOTE #1 PLAN SHEET L2.
 5. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NO PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL BUSINESS (1-888-344-7233) AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.
 6. CONTRACTOR SHALL CONDUCT TEST PIT EXCAVATION TO CONFIRM LOCATION OF EXISTING UTILITIES WHERE NEW BUILDING SANITARY SERVICES AND WATER SERVICE ARE PROPOSED.
 7. WHERE STORM DRAINS OR SEWER MAINS HAVE LESS THAN FOUR (4) FEET OF COVER BETWEEN TOP OF PIPE AND FINISH GRADE, INSULATE PIPE USING TWO (2) INCH THICK STYROFOAM INSULATION BOARD OVER AND ALONG SIDES OF THE PIPE.
 8. EXISTING DRAINAGE MANHOLES SHALL BE COURED TO ACCEPT NEW DRAINAGE PIPES AS NOTED.
 9. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN DATCH BASINS AND/OR MANHOLES MINUS ONE-HALF OF THE DIAMETER OF EACH DATCH BASK OR MANHOLE.
 10. ALL UTILITIES SHALL BE INSTALLED IN CONFORMANCE WITH INDIVIDUAL UTILITY DISTRICT REQUIREMENTS. CONTRACTOR SHALL COORDINATE INSTALLATION WITH APPROPRIATE UTILITY DISTRICT BEFORE INSTALLATION.
 11. ALL WORK WITHIN THE ROAD RIGHT-OF-WAY AND ALL UTILITIES CONNECTING TO INFRASTRUCTURE WITHIN THE ROAD SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
 12. DISCONTINUED UTILITY SERVICES INCLUDING WATER, GAS AND SANITARY SEWER SHALL BE PERMANENTLY CAPPED CONFORMING TO UTILITY COMPANY AND CITY OF PORTLAND STANDARDS. CONTRACTOR SHALL COORDINATE WITH PUBLIC SERVICES AND/OR UTILITY COMPANY.
 13. THE PROJECT BOUNDARY MARK IS SIDE BURNET EQ.T. OF HYDRANT AT THE CORNER OF EASTERN PROPERTY LINE AND BISHOP STREET, ELEVATION 98.56.
 14. BMP INSPECTIONS: THE OWNER SHALL HIRE A QUALIFIED POST-CONSTRUCTION STORMWATER INSPECTOR TO ANNUALLY INSPECT THE BMPs, INCLUDING GATCH BASH, CRYWELL, IN-LINE ROOF FILTERS, PIPES AND RELATED STRUCTURES, IN ACCORDANCE WITH ALL MUNICIPAL AND STATE INSPECTOR, CLEANING AND MAINTENANCE REQUIREMENTS OF THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (PER SECTION 32 OF THE CITY OF PORTLAND CODE OF ORDINANCES).
 15. WETLAND DISTURBANCE: CONTRACTOR SHALL STOCKPILE WETLAND SOIL IN AMOUNT SUFFICIENT TO RESTORE WETLAND IMPACTS ASSOCIATED WITH CONSTRUCTION OF RETAINING WALL. REPLACE A MINIMUM OF 12 INCHES OF WETLAND SOIL ALONG BASE OF RETAINING WALL TO RESTORE WETLAND CONDITION. SEED DISTURBED AREA WITH SPECIFIED WETLAND SEED MIX OR PLANTINGS. SEE PLAN SHEET L4: PLANTING PLAN.
 16. PAVEMENT RESTORATION IN PUBLIC RIGHT OF WAY SHALL CONFORM TO CITY OF PORTLAND TECHNICAL STANDARDS FOR ROADWAY REPAIR.
 17. GEOTECH NOTE RE: EXCAVATION FOR RETAINING WALL REFER TO GEOTECHNICAL REPORT PG 6, PREPARED BY S.W. COLE ENGINEERING DATED XX/XX/XXXX.
 18. GEOTECH NOTE BLDG PAD REFER TO GEOTECHNICAL REPORT PG 3, PREPARED BY S.W. COLE ENGINEERING DATED DECEMBER 10, 2015.
 19. GEOTECHNICAL REPORT AND SCOPE OF SITE WORK - REFER TO SECTION 00 30 00 INFORMATION AVAILABLE TO BIDDERS FROM 1.3.A FOR A REPORT OF SUBSURFACE INVESTIGATIONS AND RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER AND DRAWING #1 FOR DEFINED OVER-EXCAVATION LIMITS TO BE INCLUDED IN THE BASE SCOPE. THE GENERAL CONTRACTOR AND BIDDING SUB-CONTRACTORS SHALL PROVIDE SYSTEMS, MATERIALS AND SCOPE AS RECOMMENDED IN SAID REPORT BY THE GEOTECHNICAL ENGINEER. UNIQUE TO THIS SITE IS THAT A SUBSTANTIAL AMOUNT OF SOILS HAVE BEEN IDENTIFIED THAT REQUIRE REMOVAL, REDUCTION ON-SITE AND/OR REPLACEMENT WITH COMPACTED STRUCTURAL FILL. THE GEOTECHNICAL REPORT DEFINES THE LIMITS OF WORK FOR MATERIALS BELOW GRADE THAT ARE INCLUDED IN THE BASE SCOPE OF WORK. PROVISIONS HAVE BEEN MADE IN THE FORM OF UNIT PRICES AND ALLOWANCES PUBLISHED IN 01 20 00 PRICE AND PAYMENT PROCEDURES 1.3.F ALLOWANCES SCHEDULE AND 1.8.6.9 UNIT PRICE SCHEDULE AND MEASUREMENTS FOR PRICE ADJUSTMENTS RELATIVE TO DEVIATIONS FROM THE BASE BID EXCAVATIONS AS CONFIRMED BY AGREEMENT BETWEEN THE CONTRACTOR AND OWNER'S SURVEY OF ACTUAL EXCAVATION LIMITS. IF, IN THE CONTRACTOR'S OPINION, CONFLICTS EXIST IN THE CONSTRUCTION DOCUMENTS, REQUEST CLARIFICATION PRIOR TO SUBMITTING BID. REFER TO 01 31 00 1.3.A GEOTECHNICAL REPORT.
 20. UNCONTROLLED FILLS AND RELIC TOPSOIL MUST BE COMPLETELY REMOVED FROM BENEATH THE WALL FACING BLOCKS. THE EXTENT OF REMOVAL SHOULD EXTEND 1 FOOT LATERALLY OUTWARD FROM INNER AND OUTSIDE EDGE OF THE FACING BLOCK FOR EVERY 1-FOOT OF EXCAVATION DEPTH (1:1:1V BEARING SLOPE). THE OVEREXCAVATION AREA SHOULD BE BACKFILLED WITH COMPACTED GRANULAR BORROW TO WITHIN 1 FOOT OF THE BOTTOM OF WALL. A 3-FOOT THICK LAYER OF CRUSHED STONE SHOULD BE PROVIDED BELOW THE WALL FACING BLOCKS. THE APPROXIMATE HORIZONTAL AND VERTICAL LIMITS OF OVEREXCAVATION TO REMOVE UNCONTROLLED FILLS AND RELIC TOPSOIL ARE SHOWN ON SHEET 1 OF GEOTECHNICAL REPORT PREPARED BY S.W. COLE DATED DECEMBER 10, 2015.
 21. REFER TO PLAN SHEET L3 FOR TREE PROTECTION NOTES.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
IRON PIPE/ANGL NAIL	○	●
GRANITE MONUMENT	□	■
CATCHBASIN	○	○
FIELD INLET	○	○
HYDRANT	○	○
UTILITY POLE	○	○
CONTOUR	---	---
SPOT GRADE	172.21	+72.59
FENCE	---	---
DEC. TREE	○	○
OVERGREEN TREE	○	○
LIGHT POLE	○	○
CURE	---	---
OVERHEAD WRES	---	---
SOIL BORINGS	○	○
WATER VALVE	○	○
GAS VALVE	○	○
SANITARY SEWER	---	---
STORM DRAIN	---	---
WATER	---	---
GAS	---	---
UNDERGROUND ELECTRIC	---	---
VEGETATED SOIL FILTER	---	---
TELEPHONE LINE	---	---
SIGN	---	---
WETLAND	---	---
OUTLET CONTROL STRUCTURE	---	---
WETLAND IMPACT	---	---

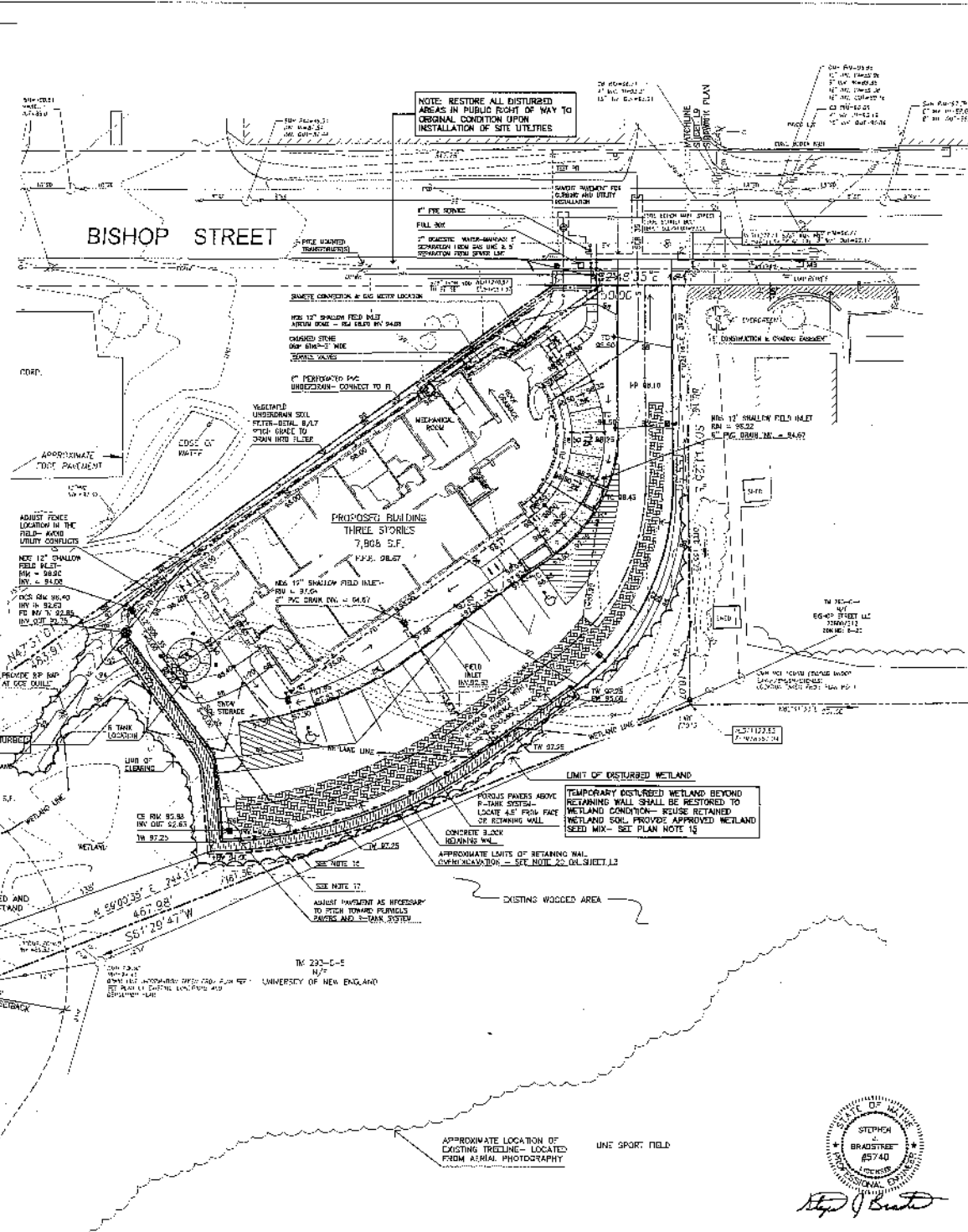


EXHIBIT C



Consulting
Engineers
and Scientists

Bishop Street Stormwater Inspection and Maintenance Plan

Inspection and Maintenance Contract:

Long-term inspection and maintenance by a DEP approved stormwater maintenance inspector shall be regularly provided under a five-year binding inspection and maintenance contract that must be renewed prior to contract expiration. A legal agreement shall be established with responsibility for inspection and maintenance and should list specific maintenance responsibilities (including timetables) as well as provide for funding for the long-term inspection and maintenance. Debris and sediment buildup shall be removed from the forebay, basin, stone filter, or paver system as needed.

Inspection schedule:

During the first year of operation, filtration BMPs shall be inspected twice annually and following major storm events. Thereafter, the filter should be inspected every six months to ensure that it is draining within 48 hours following a 1-inch storm. Additionally, a storm that fills the system to overflow should be monitored to confirm in drains in no less than 36 hours and within 60 hours.

Vegetated Soil Filter:

Maintenance criteria for the vegetated soil filter are as follows:

- Debris and sediment buildup shall be removed from the vegetated soil filter system as needed. The removed sediments should be disposed in an appropriate manner.
- Mowing of the grassed basin can occur semi-annually to a height of no less than 6 inches. If mowing is desired only hand-held or push-mowers shall be used (no tractors).
- Any bare areas or erosion rills shall be repaired with new media filter or sandy loam then seeded and mulched. Fertilization of the filter area should be avoided unless absolutely necessary to establish vegetation.
- Harvesting and pruning of excessive growth will need to be done occasionally. Weeding to control unwanted or invasive plants may also be necessary. Add new mulch only as necessary.

City of Portland

- Maintaining good grass cover will minimize clogging with fine sediments and if ponding exceeds 48 hours, the top of the filter bed must be tilled to reestablish the soil's filtration capacity.
- Should water pond on the surface of the filter bed for longer than 72 hours, the top several inches of the filter shall be replaced with fresh material. The removed material shall be disposed properly.

R-Tank Stormwater Detention:

Inspection and Maintenance of the R-Tank shall be in accordance with the manufacturer's recommended practices to provide the performance required by the design. The R-Tank system includes inspection ports and maintenance ports, each of which has a cover at the surface. A visual inspection of all ports should be used to determine the depth of sediments deposited in the R-Tank system. The system should be back-flushed once the sediment accumulation has reached the manufacturer's limits. Once removed, sediment-laden water must be disposed of properly.

Roof Dripline Filter:

The roof dripline filter bed is part of the stormwater management plan and requires maintenance similar to the vegetated soil filter basin. Debris and sediment buildup shall be removed from the stone filter bed system as needed and shall be properly disposed. The filter bed must not be paved over or altered in any way.

Manmade Pervious Surfaces:

Long-term inspection and maintenance by a DEP approved stormwater maintenance inspector shall be regularly provided under a five-year binding inspection and maintenance contract that must be renewed prior to contract expiration. Maintenance criteria for manmade pervious surfaces are as follows:

- Debris and sediment buildup shall be removed from the paver system using a vac truck as needed and shall be disposed properly.
- Remove sediment when the surface infiltration rates of more than 75% of the surface area fall below 10% of the post-installation verified surface infiltration rate.
- Remove sediment when surface ponding remains for more than 24 hours after the storm event in an area larger than 10 square feet.
- Restrain vehicles with muddy wheels from accessing pervious pavement areas.
- Limit salt use for deicing and do not use sand.

City of Portland

- Remove leaves and organic debris in the fall.
- Sweep, vacuum and/or pressure wash pavement twice annually at a minimum.

Inline Roof Drain Filter:

The maintenance of inline roof drain filters shall be in accordance with the manufacturer's recommended requirements to ensure the performance requirements are met. At a minimum, it is recommended that the filters are inspected and cleaned twice per year. Replace the filter cartridge annually. All debris and spent filter material shall be properly disposed.

Received
Recorded Register of Deeds
Mar 29, 2016 02:16:30P
Cumberland County
Nancy A. Lane