

Order 123-15/16

Passage: 9-0 on 12/7/2015

Effective 12/17/2015

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING EASEMENTS FOR
PUBLIC ACCESS, GRANTING AN IRREVOCABLE LICENSE
AND RELEASING EASEMENT RIGHTS FOR SEWERS AND DRAINAGE TO
REDFERN LONGFELLOW, LLC**

ORDERED, that a sidewalk easement and a roadway easement from Redfern Longfellow, LLC to allow public access and public vehicular access to Avon Street for property at 667 Congress Street are hereby accepted in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that an irrevocable license agreement to Redfern Longfellow, LLC to permit building wall anchors within the street right-of-way at 667 Congress Street is hereby granted in substantially the form attached hereto as Exhibit B; and

BE IT FURTHER ORDERED, that any and all easement rights with respect to sewers, drains and stormwater facilities that the City may have in and to property at 667 Congress Street are hereby released to Redfern Longfellow, LLC in substantially the form of the Release of Easement Rights attached hereto as Exhibit C, and in exchange Redfern Longfellow, LLC shall grant the City rights as described in the Stormwater Drainage System Maintenance Agreement, attached hereto as Exhibit D; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

SIDEWALK EASEMENT
TO THE
CITY OF PORTLAND

KNOW ALL PERSONS BY THESE PRESENTS that Redfern Longfellow, LLC, a Maine limited liability company with a mailing address of PO Box 8816, Portland, ME 04112 (hereinafter, "GRANTOR), for one dollar and other good and valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter "GRANTEE"), does hereby grant to the said CITY OF PORTLAND the perpetual easement and rights described below on the land described below.

The purpose of said easement is to grant GRANTEE the right, but not the obligation, to construct, maintain, repair and replace a sidewalk in, on, under and over the portions of that certain parcel of land of the Grantor that is shown on the drawing entitled "Sidewalk Easement" attached hereto as **Exhibit A** and made a part hereof, and as more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "Easement Area"), said sidewalk to be used by the public for pedestrian, bicycle and similar non-motorized (other than wheelchair and emergency vehicles and snow removal equipment, which shall be permitted) pedestrian recreational uses, subject, however, to such rules or ordinances that GRANTEE may adopt from time to time in the interests of public safety. Notwithstanding anything to the contrary in this easement, it shall be the responsibility of GRANTOR, and not GRANTEE, to remove snow and ice from said sidewalk within the Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice within the Easement Area.

GRANTOR further covenants and agrees for itself, its successors and assigns, that the land that lies in the Easement Area shall, except for the construction, maintenance, repair, or replacement of the sidewalk and any appurtenances by GRANTEE, its successors and assigns,

shall, as provided and permitted herein, be maintained as a sidewalk for the uses set forth and described herein and GRANTOR shall not use the Easement Area or permit any use of the Easement Area that would be contrary to such condition.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by _____, its _____ thereunto duly authorized as of the _____ day of _____, 2015.

WITNESS:

Redfern Longfellow, LLC, a Maine limited liability company

By: _____
Its Manager
Print Name: Jonathan Culley

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2015

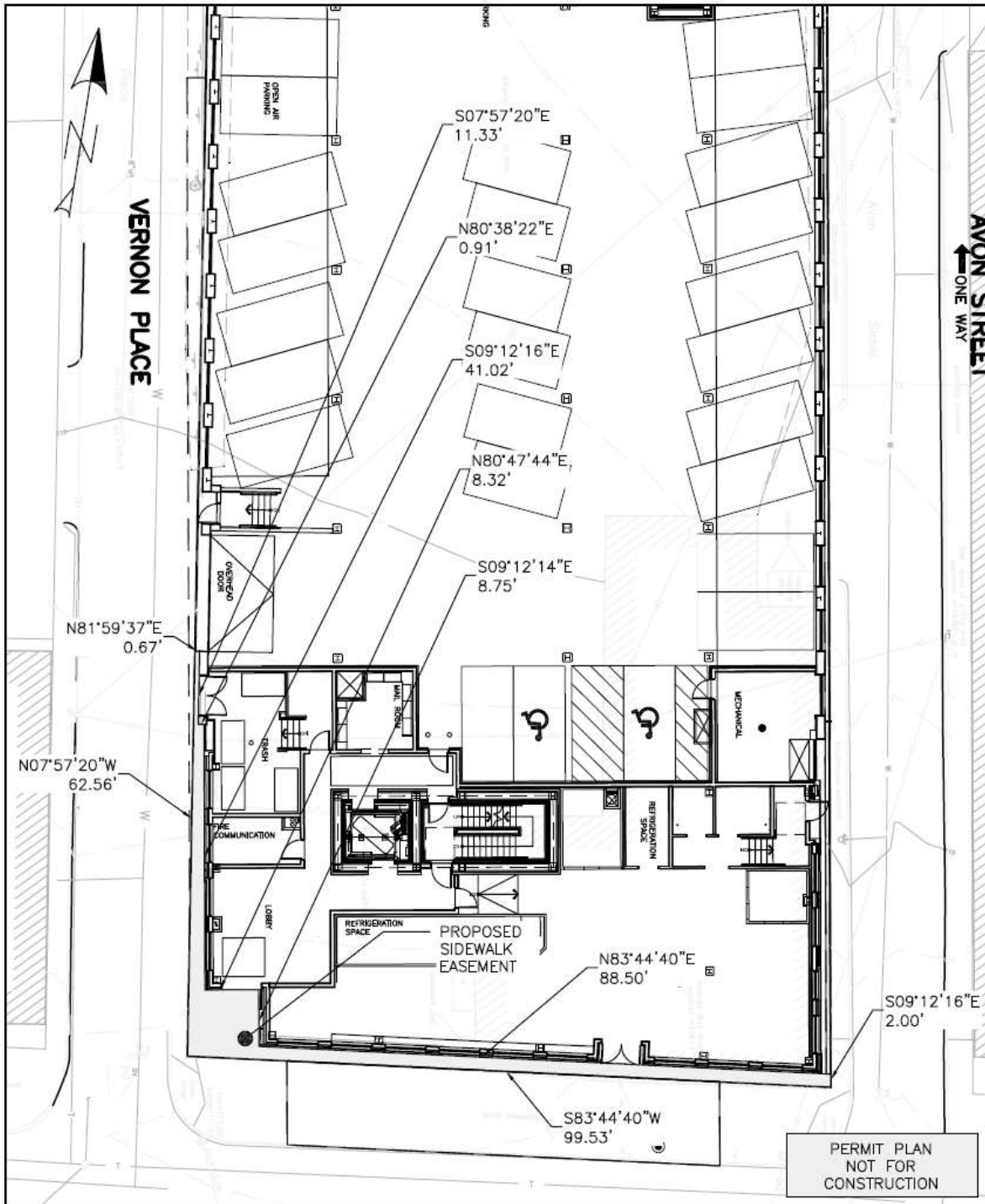
Personally appeared the above named Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:
Notary Public / Attorney at law

My Commission Expires: _____

EXHIBIT A



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	FILE: 1060_CIVL DATE: 11/11/15 JN: 1060 SCALE: 1":20' DESIGN BY: MAG DRAWN BY: MAG CHECKED BY: WHS	 ACORN ENGINEERING, INC. ACORN ENGINEERING, INC. P.O. BOX 3372 PORTLAND, MAINE 04104 (207) 775-2655	DRAWING NAME: SIDEWALK EASEMENT	ISSUED FOR EASEMENTS	BY DATE WHS 11/11/15
	DRAWING NO. EX-A		PROJECT NAME: 667 CONGRESS ST. REDEVELOPMENT	CLIENT: REDFERN PROPERTIES, LLC. P.O. BOX 8816, PORTLAND, MAINE 04104	REV DATE

EXHIBIT B

667 Congress Street
Portland, Maine

A certain easement located on the easterly side of Vernon Place, the westerly side of Avon Street and the northerly side of Congress Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point at the intersection of the northerly sideline of said Congress Street with the easterly sideline of said Vernon Place. Thence:

- 1) N 07°57'20" W by said Vernon Place a distance of Sixty-Two and 56/100 (62.56) feet to a point;
- 2) N 81°59'37" E a distance of Zero and 67/100 (0.67) feet to a point;
- 3) S 07°57'20" E a distance of Eleven and 33/100 (11.33) feet to a point;
- 4) N 80°38'22" E a distance of Zero and 91/100 (0.91) feet to a point;
- 5) S 09°12'16" E a distance of Forty-One and 02/100 (41.02) feet to a point;
- 6) N 80°47'44" E a distance of Eight and 32/100 (8.32) feet to a point;
- 7) S 09°12'14" E a distance of Eight and 75/100 (8.75) feet to a point;
- 8) N 83°44'40" E a distance of Eighty-Eight and 50/100 (88.50) feet to a point on the westerly sideline of said Avon Street;
- 9) S 09°12'16" E by said Avon Street a distance of Two and 00/100 (2.00) feet to the northerly sideline of said Congress Street;
- 10) S 83°44'40" W by said Congress Street a distance of Ninety-Nine and 53/100 (99.53) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 382 square feet lying over a portion of land now or formerly of MSD Properties, LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30720, Page 250. Reference is herein made to a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Properties, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

ROADWAY EASEMENT
TO THE
CITY OF PORTLAND

KNOW ALL PERSONS BY THESE PRESENTS that Redfern Longfellow, LLC, a Maine limited liability company with a mailing address of P.O. Box 8816, Portland, ME 04112 (hereinafter, "GRANTOR), for one dollar and other good and valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, ME 04101 (hereinafter "GRANTEE"), does hereby grant to the said CITY OF PORTLAND the perpetual easement and rights described below on the land described below.

The purpose of said easement is to grant GRANTEE the right, but not the obligation, to construct, maintain, repair and replace a road in, on, under and over the portions of that certain parcel of land of the Grantor that is shown on the drawing entitled "Roadway Easement" attached hereto as **Exhibit A** and made a part hereof, and as more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "Easement Area"), said roadway to be used by the public for vehicular, bicycle and similar motorized uses, subject, however, to such rules or ordinances that GRANTEE may adopt from time to time in the interests of public safety.

GRANTOR further covenants and agrees for itself, its successors and assigns, that the land that lies in the Easement Area shall, except for the construction, maintenance, repair, or replacement of the roadway and any appurtenances by GRANTEE, its successors and assigns, shall, as provided and permitted herein, be maintained as a roadway for the uses set forth and described herein and GRANTOR shall not use the Easement Area or permit any use of the Easement Area that would be contrary to such condition.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by Jonathan Culley, its Manager, thereunto duly authorized as of the ____ day of _____, 2015.

WITNESS:

Redfern Longfellow, LLC, a Maine limited liability company

By: _____
Its: Manager
Print Name: Jonathan Culley

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2015

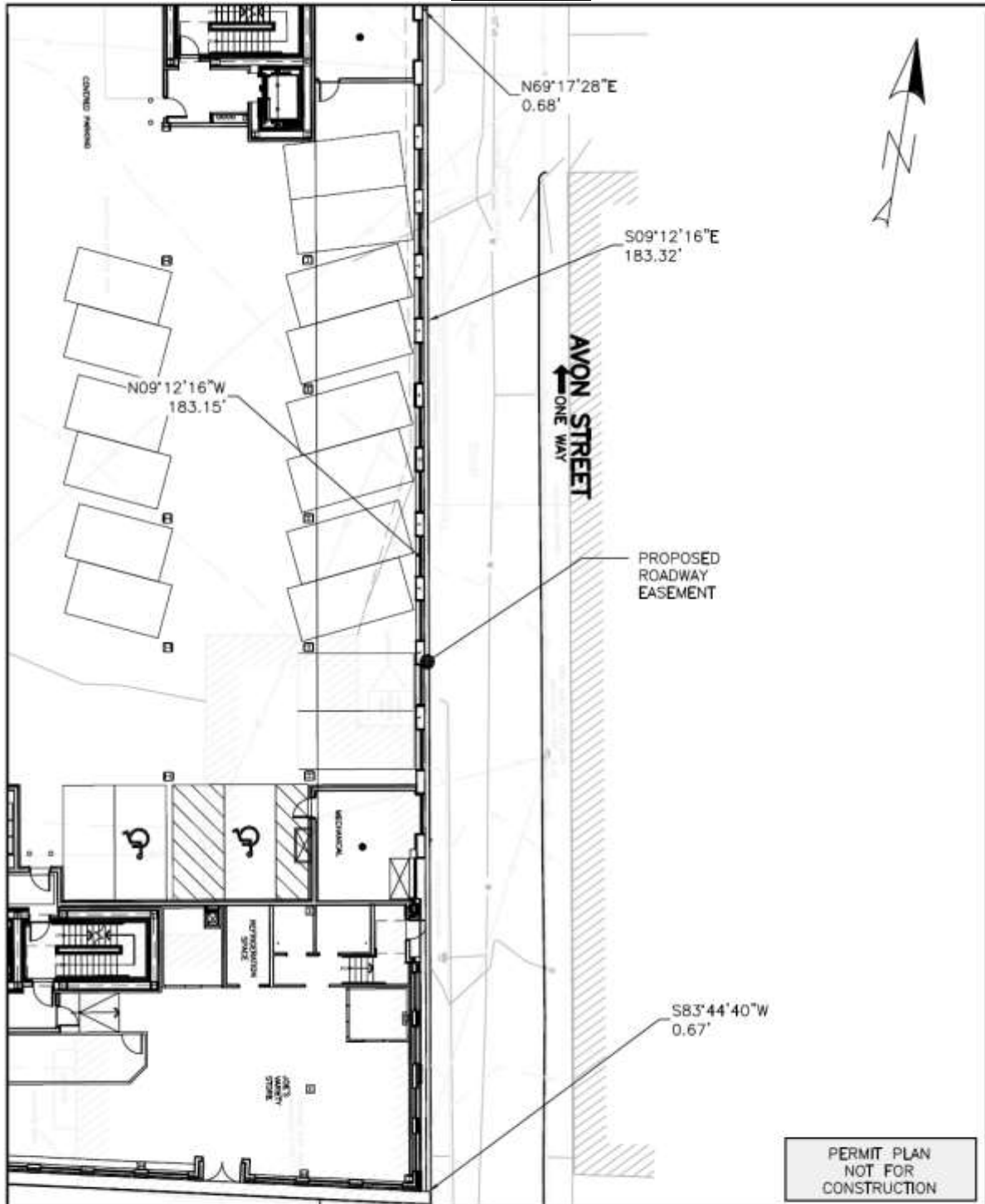
Personally appeared the above named Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:
Notary Public/Attorney at law

My Commission Expires: _____

EXHIBIT A



PERMIT PLAN
NOT FOR
CONSTRUCTION

<p style="font-size: 8px;">THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.</p>	FILE: 1060_CML DATE: 11/11/15 JN: 1060 SCALE: 1"=20' DESIGN BY: MAG DRAWN BY: MAG CHECKED BY: WHS	<p style="font-weight: bold; font-size: 12px;">ACORN ENGINEERING, INC.</p> <p style="font-size: 8px;">ACORN ENGINEERING, INC. P.O. BOX 3372 PORTLAND, MAINE 04104 (207) 775-2655</p>	DRAWING NAME: ROADWAY EASEMENT	ISSUED FOR EASEMENTS	BY DATE BY DATE
	DRAWING NO. EX-A		PROJECT NAME: 667 CONGRESS ST. REDEVELOPMENT	CLIENT: REDFERN PROPERTIES, LLC. P.O. BOX 8816, PORTLAND, MAINE 04104	

EXHIBIT B

667 Congress Street Redevelopment
Portland, Maine

A certain easement located on the westerly side of Avon Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the westerly side of Avon Street, said point being located N 09°12'16" W a distance of Two and 00/100 (2.00) feet from a point at the intersection of the northerly sideline of Congress Street with the westerly sideline of said Avon Street. Thence:

- 1) S 83°44'40" W a distance of Zero and 67/100 (0.67) feet to a point;
- 2) N 09°12'16" W a distance of One Hundred Eighty-Three and 15/100 (183.15) feet to a point;
- 3) N 69°17'28" E a distance of Zero and 68/100 (0.68) feet to the westerly sideline of said Avon Street;
- 4) S 09°12'16" E by said Avon Street a distance of One Hundred Eighty-Three and 32/100 (183.32) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 122 square feet lying over a portion of land now or formerly of MSD Properties, LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30720, Page 250. Reference is herein made to a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Properties, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the _____ day of _____, 201__, between the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the “City” or “Licensor”), and **REDFERN LONGFELLOW, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of PO Box 8616, Portland, ME 04101 and its successors and assigns (hereinafter the “Licensee”), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, a revocable license is hereby granted to Licensee to occupy portions of land owned by the City at Congress Street and Vernon Place in the City of Portland, Cumberland County, Maine, which property abuts the property of Licensee described in a deed to Licensee recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ (“Licensee’s Property”), for the purpose of permitting the encroachment of underground soil nails to serve as temporary anchors for foundation footings and retaining walls to be constructed on the Licensee’s Property in the locations described in, **Exhibit A** attached hereto and made a part hereof (the “Licensed Areas”), together with the right from time to time to bring upon the Licensed Areas and areas adjacent thereto workers, materials and machinery necessary for the use and enjoyment of the License granted herein, all in connection with the development of Licensee’s mixed use residential and retail project being developed on the Licensee’s Property at 667 Commercial Street (the “Project”). Occupancy of the Licensed Areas is subject to the following conditions:

1. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee’s sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City’s property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as shown on the Subdivision Plat (as defined below) for the Project, or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney’s fees, which arise out of Licensee’s use, or the use of others, of the City’s property as described above.

2. At all times during the Term of this License Agreement, Licensee, its agents and assigns, specifically including, but not limited to any condominium association as soon as any unit is transferred, shall exclusively be responsible for repairing, keeping and maintaining the Licensed Areas in a safe condition generally, by, among other things: ensuring prompt removal of, or otherwise eliminating snow and ice from all encroachments and in a manner that does not

endanger pedestrians; preventing, by design and rules and supervision, objects stored or otherwise present on the encroachments from falling or being dropped or thrown onto the City's sidewalk; repairing, replacing or removing all encroachments as necessary for public safety; taking any and all other measures necessary to protect pedestrians in the sidewalk from injury or other harm arising out of the presence of the encroachments.

3. Licensee shall procure and maintain liability insurance in an amount of at least Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license. Licensee shall provide City with evidence of such insurance coverage and shall obtain an endorsement providing City with no less than ten (10) days notice prior to non-renewal or cancellation thereof. Such notice shall be sent to City of Portland, Corporation Counsel, 389 Congress Street, Portland, ME 04101. Failure of Licensee to procure or maintain such insurance coverage shall be an Event of Revocation as set forth in Section 4 below.

4. This license is assignable to any subsequent owners of the building located on the land described on the approved Subdivision Plat for Redfern Longfellow, LLC, Address: PO Box 8616, Portland, Maine, recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Subdivision Plat").

5. Subject to the provisions of Sections 6 and 7 hereof, this Agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Revocation has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after receipt of such notice by Licensee except as set forth in clause 3) below. "Event of Revocation" shall mean: 1) the building shown on the Subdivision Plat fails to be constructed substantially in accordance with the Subdivision Plat or any amendments thereto; 2) the building as shown on the Subdivision Plat is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or 3) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting and/or revising Exhibit A, to more accurately show the encroachments described above that are being licensed under this Agreement.

6. Any notice of an Event of Revocation delivered pursuant to Section 5 of this Agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time. Copies of any notices sent to Licensee shall also be sent to:

Pierce Atwood LLP
Attn: Real Estate Group
254 Commercial Street

Portland, ME 04101

7. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered pursuant to Section 5 hereof, any mortgagee of Licensee's Property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 5 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this Revocable License to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

By: _____
Jon P. Jennings
City Manager

STATE OF MAINE
CUMBERLAND, ss

_____, 2015

Personally Appeared the above-named Jon P. Jennings, City Manager of the City of Portland 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 City of Portland.

Before me,

Notary Public/Attorney at Law

Print name: _____

My commission expires: _____

Seen and Agreed to:

REDFERN LONGFELLOW, LLC,
a Maine limited liability company

By: _____

Name:

Its:

EXHIBIT A

667 Congress Street
Portland, Maine

Parcel I – Congress Street

A certain parcel located on the northerly side of Congress Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northerly side of Congress Street, said point being located N 83°44'40" E a distance of Fifteen and 38/100 (15.38) feet from a point at the intersection of the northerly sideline of said Congress Street with the easterly sideline of Vernon Place. Thence:

- 1) N 83°44'40" E by said Congress Street a distance of Sixty-six and 96/100 (66.96) feet to a point;
- 2) S 09°12'16" E a distance of Thirteen and 00/100 (13.00) feet to a point;
- 3) S 83°44'47" W a distance of Sixty-Six and 96/100 (66.96) feet to a point;
- 4) N 09°12'16" W a distance of Thirteen and 00/100 (13.00) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 869 square feet lying over a portion of Congress Street as delineated on a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Longfellow, LLC by Acorn Engineering, Inc. dated September 15, 2015.

Parcel II – Vernon Place

A certain parcel located on the easterly sideline of Vernon Place in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of said Vernon Place, said point being located N 07°57'20" W by said Vernon Place a distance of Seventeen and 44/100 (17.44) feet from the intersection of the easterly sideline of said Vernon Place and the northerly sideline of Congress Street. Thence:

- 1) N 09°12'45" W a distance of One Hundred Thirty-Three and 75/100 (133.75) feet to a point;

2) N 80°40'28" E a distance of Two and 93/100 (2.93) feet to a point on the easterly sideline of said Vernon Place;

3) S 07°57'20" E by said Vernon Place a distance of One Hundred Thirty-Three and 79/100 (133.79) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 196 square feet lying over a portion of Vernon Place as delineated on a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Longfellow, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

RELEASE OF EASEMENT RIGHTS

CITY OF PORTLAND, a body corporate and politic with an address of 389 Congress Street, Portland, Maine 04101 (the "City"), for consideration paid, releases to REDFERN LONGFELLOW, LLC, a Maine limited liability company with a mailing address of P.O. Box 8816, Portland Maine, any and all easement rights with respect to sewers drains and stormwater facilities the City may have in and to certain premises located on the north side of Congress Street, the east side of Vernon Place and the west side of Avon Street, in the City of Portland, Cumberland County, Maine, as described in Schedule A attached hereto (the "Premises"). The City specifically releases, without limiting the generality of the foregoing, any and all rights to use, install, maintain, repair or replace (a) a surface water drain line across the northerly end of the Premises from Vernon Place to Avon Street, accepted by the Portland City Council by order passed on November 5, 1951 as set forth in City Records, Volume 70, Page 508, and shown on an unrecorded plan entitled "City of Portland Department of Public Works, Vernon Place Surface Water Drain" dated November 21, 1951, City file 638/14; and (b) sewer line(s) across the Premises between Vernon Place and Avon Street as shown on a plan entitled "City of Portland, Maine Department of Public Works Vernon Place New Sewer (Private)" dated March 11, 1934, City file 409/56.

IN WITNESS WHEREOF, the CITY OF PORTLAND has caused this instrument to be executed this _____ day of _____, 2015.

WITNESS

CITY OF PORTLAND

By: _____

Print Name: _____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2015

Personally appeared before me the above named _____, _____ of the City of Portland, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of the City of Portland.

Notary Public/Attorney at Law

Print Name

My Commission Expires: _____

SCHEDULE A
663-669 Congress Street, Portland, Maine

**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 667 Congress Street Redevelopment shown on the Subdivision Plat (Exhibit A) recorded in Cumberland Registry of Deeds in Plan Book ____, Page ____ submitted by Redfern Longfellow, LLC and associated Grading, Drainage & Erosion Control Plan (Sheet C-30 & C-31) (Exhibit B) prepared by Acorn Engineering, Inc. of P.O. Box 3372, Portland, ME 04104 dated and pursuant to a condition thereof, Redfern Longfellow, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of P.O. Box 8816, Portland, ME 04104 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 catch basin at the north end of Vernon Place and 12” storm drain at the north end of the proposed development (hereinafter collectively referred to as the “stormwater system”), as shown on the Subdivision Plat, SP-1 and SP-2 in Exhibit B and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement (*insert correct name of document*) prepared for the Owner by Acorn Engineering, Inc. (copy attached in Exhibit C) 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 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. The Owner further agrees to provide a copy of this Agreement 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. §§ 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 _____, 201__.

REDFERN LONGFELLOW, LLC,
a Maine limited liability company

By: _____
Jonathan Culley, its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

Date: _____

Personally appeared the above-named Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:
Notary Public/Attorney at Law
My Commission Expires: _____

Exhibit A: Subdivision Plat as recorded

Exhibit B: Approved Grading and Drainage Plan (Sheet C-30 and C-31)

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement