

Instruction for **Stormwater Maintenance and Inspection Agreement**

This is to inform you that for all new stormwater management features or facilities located within the Town of Ocean City will be required to be maintained and to continue functioning according to the design. The attached Inspection and Maintenance Agreement has to be filled out and notarized and returned to Engineering to be recorded in the County land records. A \$60 check made out to the Worcester County Clerk of Circuit Court should be attached. This is to insure that any stormwater management measures installed on a property are maintained according to the intended purpose. Recording this in the County land records will insure future owners are aware of the facility and their responsibility for maintenance. Mail this document back to the Engineering Department at the following address:

Gail P. Blazer
Engineering Department
Town of Ocean City
P.O. Box 158
Ocean City, MD 21843

**INSTRUMENT OF DECLARATION ENCUMBERING AND AFFECTING PROPERTY
STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE**

THIS STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT, made this _____ day of _____, _____ by and between MAYOR AND CITY COUNCIL OF OCEAN CITY, hereinafter called "Town" and _____, hereinafter called "Owner".

WHEREAS, Owner is presently engaged in the development of land in the Town of Ocean City, Maryland which said development is located at; _____ and

WHEREAS, Owner is the fee simple owner of land or lands; and

WHEREAS, Owner had received approval of Stormwater Management Plan dated _____ and entitled _____ a copy of which is on file with the Town of Ocean City; and

WHEREAS, Owner has agreed to perform maintenance on the Stormwater Management Facilities shown on the approved Stormwater Management Plan in accordance with the specifications contained therein, as well as all other applicable standards imposed by the Town; and

WHEREAS, Owner has agreed to perform maintenance on the Stormwater Management Facilities to insure that the facilities are maintained in proper working condition to meet design standards and any other provisions established, which said maintenance has been deemed to be of mutual benefit to the Town and the Owner.

NOW THEREFORE, THIS INSPECTION AND MAINTENANCE AGREEMENT WITNESSETH, that in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

1. Owner shall install and maintain all of the aforesaid Stormwater Management facilities to Town specifications pursuant to the approved Stormwater Management Plan and all other applicable laws, statutes and regulations.
2. Owner grants unto the Town, their agents and employees and irrevocable right of entry for access to the facilities at reasonable times for regular inspections and for maintained in proper working condition to meet design standards and any other provisions established.
3. If, after notice by the Town to correct a violation requiring maintenance work, satisfactory corrections are not made by the Owner(s) within a reasonable period of time not to exceed thirty (30) days, the Town may perform all necessary work to place the facility in proper working condition. The Owner(s) of the facility shall be assessed the cost of the work and may be placed on the tax bill and collected as ordinary real estate taxes by the Town for the amount of all expenses so incurred by the Town.
4. The Owner of the property on which work has been done pursuant to this agreement for private Stormwater Management facilities, or any other person or agent in control of such property, shall maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams, and structures, vegetation, erosion and sediment control measures and other protective devices. Such repairs or restorations and maintenance shall be in accordance with approved plans.

5. This agreement shall be recorded by the Owner among the Land Records of Worcester County.
6. This agreement shall run with the land and shall insure to the benefit of and be binding upon and enforceable upon all the parties hereto, their heirs, personal representatives, successors and assigns, and any person claiming under owner shall be bound by the provisions hereof.

AS WITNESS the hand and seal and/or corporate name of the parties hereto, all as of the day and year first herein written.

WITNESS:

| | |
|--------------------------|--|
| Kelly Almond, City Clerk | _____(Seal) David Recor, City Manager |
|--------------------------|--|

WITNESS;

| | |
|-------------------|----------------------------|
| As to Owner | _____(Seal) |
| _____(Print Name) | Owner _____(Print Name) |

STATE OF MARYLAND COUNTY OF WORCESTER TO WIT: (Owner)

I HEREBY CERTIFY that on the _____ day of _____, _____, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactory proven) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged he executed the same for the purposes therein contained AND FURTHER MADE OATH that he executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal. _____
Notary Public

My commission Expires: _____

STATE OF MARYLAND COUNTY OF WORCESTER TO WIT: (City Manager)

I HEREBY CERTIFY that on the _____ day of _____, _____, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactory proven) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged he executed the same for the purposes therein contained AND FURTHER MADE OATH that he executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal. _____
Notary Public

My commission Expires: _____