

**INSTRUMENT OF DECLARATION ENCUMBERING AND AFFECTING PROPERTY  
WATER QUALITY MANAGEMENT INSPECTION AND MAINTENANCE**

THIS WATER QUALITY MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between MAYOR AND CITY COUNCIL OF OCEAN CITY, hereinafter called "Town" and \_\_\_\_\_ Sovereign III LLC, 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 208 S Baltimore Ave; and

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

WHEREAS, Owner had received approval of **Critical Area Mitigation Plan** dated \_\_\_\_\_ and entitled \_\_\_\_\_ a copy of which is on file with the Town; and

WHEREAS, Owner has agreed to **Critical Area Mitigation Plantings** 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 **Critical Area Mitigation Plantings** to insure that the measures 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 **Critical Area Mitigation Plantings** to Town specifications pursuant to the approved **Critical Area Mitigation 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 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;

_____	_____ (Seal)
As to Owner	Owner
_____ (Print Name)	_____ (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: \_\_\_\_\_