

INSTRUCTIONS

A copy of the Inspection and Maintenance Agreement for Private Stormwater Management is attached for your use. One (1) copy of the Agreement must be typed, signed, notarized and returned with a copy of the recorded deed to the subject property (including a copy of the record plat and company's operating agreement if applicable). The agreement must have original signatures and notary certifications.

The first page entitled INSPECTION AND MAINTENANCE AGREEMENT must not be dated and the owner typed in the appropriate space. The property descriptions must be shown in paragraphs three and four. In paragraph four, the property description must be stated as tax map, block and parcel (if a parcel) or lot number and block (if part of a subdivision). Also in paragraph four, the deed reference must be typed and must agree with the deed submitted with the agreement.

Pages two, three and four contain the information concerning the agreement and should be read by the owner(s) prior to signature.

Page four of the agreement is to be signed and notarized. PLEASE NOTE: there is a signature line on page four and notarial clause on page five for the County Executive which will be completed when the agreement is approved by the Office of Law. DO NOT SIGN OR COMPLETE THESE BLANKS.

All property owners must sign the Agreement if the property is jointly titled. The signatures on the Agreement must be consistent with the grantee as shown on the deed.

If the property is owned by a Corporation, only the President/Vice President may sign; a General Partnership, only a General Partner may sign; a Limited Partnership, only a General partner may sign; a Joint Venture, all Joint Ventures must sign and a copy of the Joint Venture agreement must accompany this agreement and; a Limited Liability Company (LLC) only the Member(s) of the LLC who is authorized to act for the LLC and a copy of the Articles of Operation and Operating Agreement must accompany this agreement.

Once completed, the Anne Arundel County Office of Law will review the agreement. You will be notified if there are any problems or discrepancies. When approved by the Office of Law, the agreement is forwarded to the Department Director for signature and returned to this Office. You will then be notified to have the agreement recorded among the Land Records of Anne Arundel County. A copy of the recorded agreement must be returned to this Office prior to issuance of the grading permit.

PLEASE RETURN A COMPLETED AGREEMENT WITH ORIGINAL SIGNATURES ALONG WITH A COPY OF THE RECORDED DEED TO:

Anne Arundel County
Permit Center
2664 Riva Road
Annapolis, MD 21401

INSPECTION AND MAINTENANCE AGREEMENT

AGREEMENT NUMBER _____
PERMIT NUMBER _____

THIS INSPECTION AND MAINTENANCE AGREEMENT made this ____ day of _____, 201____, by and between _____(Hereinafter called Owner) and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter called County).

WHEREAS, Owner has requested that the County issue a grading permit for property which Owner either owns or uses private storm water management; and

WHEREAS, the private stormwater management is located in the subdivision known as _____ the plat for which is recorded among the Land Records of Anne Arundel County in Plat Book __ page __, and

WHEREAS, the property is known as _____ and is more particularly described in a deed from _____ to _____ and recorded among the land records of Anne Arundel County in Liber _____ Folio ____ and ;

WHEREAS, it is a requirement of Article 16, Section 4-401(a), Anne Arundel County Code, that the Owner of the subject property shall execute an Inspection and Maintenance Agreement with the County pertaining to private stormwater management; and

WHEREAS, in furtherance of Owners desire to comply with the aforementioned provision of the Anne Arundel County Code, Owner is now entering into this Inspection and Maintenance Agreement.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises herein contained and in order to fulfill the requirements of the Anne Arundel County Code, the parties do hereby agree as follows:

1. Owner shall install or be responsible for the installation of the private stormwater management as more particularly described in the Stormwater Management Plan which is part of Owners Grading and Sediment

Control Plan kept on permanent file in the Anne Arundel County Department of Inspections and Permits (Department) in accordance with all conditions and provisions of the Anne Arundel County stormwater management laws in full force and effect at the time of the execution of this Agreement or as may be required by a building permit

or a grading permit which may be issued. This plan shall be maintained by the Department at a location designated by the Director and shall be available for public inspection during regular business hours.

2. The Owner shall maintain inspection records for the private stormwater management and supply them to the Department every three (3) years or upon request.

3. Owner is hereby prohibited from altering the private stormwater management without prior approval from the Department.

4. Owner shall provide access to the private stormwater management at all reasonable times for inspection by the County or its agents or contractors.

5. Owner shall by covenant or other valid legal mechanism approved by the County Office of Law, provide for uniform regular or special assessment of all property owners affected by the private stormwater management to insure that the private stormwater management is properly maintained in accordance with its design standards and the provisions of the Anne Arundel County stormwater management laws in effect at the time of this Agreement or as from time-to-time amended.

6. If the Owner or the Owners successors or any other party subject to this Agreement, after reasonable notice by the Department, fails to correct a violation of the Anne Arundel County Storm Water Management Laws at or near the private stormwater management, the Department may perform or cause to be performed, necessary work to correct the violation and return the private stormwater management to a proper working condition.

7. It is specifically understood and agreed that all costs of performing work set forth in paragraph 6 shall be levied and collected from the Owner of all properties subject to this Agreement in accordance with the provisions of Article 16, Section 4-401(b)(7) of the Anne Arundel County Code, or as from time-to-time amended.

8. This Agreement shall survive the execution of any deed, contract or agreement by Owner or any other party with an interest in the subject property and the conveyance of any interest therefrom shall not merge therein.

9. This Agreement shall bind upon and run with the land subject to this Agreement as a covenant.

10. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns, as appropriate.

11. This Agreement shall be construed in accordance with the laws of the State of Maryland and any action

brought hereunder shall be brought in the courts of this State, with venue solely in Anne Arundel County.

12. This Agreement contains the full and final agreement between the parties and no other matter or variation therefrom unless in writing and duly executed by the parties hereto, shall be considered as part of this Agreement.

13. Owner by signature below hereby warrants that all property Owners subject to this Agreement have signed below and have joined in this Agreement.

14. This Agreement shall not be affective nor shall any grading permit be issued until this Agreement is recorded among the Land Records of Anne Arundel County.

Upon recordation, return to:

Department of Inspections & Permits, 2664 Riva Road, Second Floor, Annapolis MD 21401

IN WITNESS WHEREOF, the parties hereunto set their Hands and Seals on the date and year first above-

written.

ATTEST:

ENTITY:

Witness

Name:
Title:

_____(SEAL)

STATE OF _____, COUNTY OF _____ to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and the County aforesaid, personally appeared _____ for _____ a party to the within agreement and acknowledge the same to be his/her act and deed and/or to be the act of said body corporate.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

NOTARY PUBLIC

My Commission Expires:

ANNE ARUNDEL COUNTY, MARYLAND

BY: _____ (SEAL)

Daniel L. Kane, Director
Department of Inspections & Permits

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for this State and County, personally appeared, Daniel L. Kane, Director of Inspections and Permits of Anne Arundel County, Maryland and that he has been authorized to execute this Agreement for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my Hand and Notary Seal.

Notary Public

My Commission Expires:

APPROVED FOR FORM AND LEGAL SUFFICIENCY
NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY

By: _____

Date

Printed Name and Title