

INSTRUCTIONS

INSPECTION, MAINTENANCE, & RIGHT-TO-DISCHARGE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT

Attached is a copy of the Inspection, Maintenance, and Right-to-Discharge Agreement for Private Stormwater Management Facilities. The Agreement must be typed, signed, notarized and returned to the Department of Public Works.

The first page entitled INSPECTION, MAINTENANCE, & RIGHT-TO-DISCHARGE AGREEMENT must **not** be dated but the applicant and property owner names should be typed in the appropriate spaces. In paragraph three, the property description must be stated as tax map, block and parcel and include the book and page of the recorded deed as well as Grantor and Grantee names. In paragraph four, the County property from which the public drainage originates must be identified by the book and page of the recorded plat and the nearest lot number.

Pages two, three, and four contain the information concerning the agreement and should be read by the property prior to signature.

Page four of the agreement is to be signed and notarized. PLEASE NOTE: there is a signature line and notarial clause on page four 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.**

Once completed, the Anne Arundel County Office of Law will review your agreement. If there are any problems or discrepancies, you will be notified by mail. When approved by the Office of Law, the agreement is forwarded to the County Executive 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 a right-of-way permit.

PLEASE RETURN YOUR PERMIT APPLICATION MATERIALS AND COMPLETED AGREEMENT WITH ORIGINAL SIGNATURES TO:

Anne Arundel County
Bureau of Highways
Right-of-Way Management Section
2662 Riva Road
Annapolis, MD 21401

INSPECTION, MAINTENANCE, & RIGHT-TO-DISCHARGE AGREEMENT
FOR PRIVATE STORM WATER MANAGEMENT FACILITY ADJACENT TO PUBLIC SPACE
PERMIT NUMBER _____

THIS INSPECTION AND MAINTENANCE AGREEMENT made this _____ day of, _____, 20____, by and between _____ (“Applicant”), _____ (“Property Owner”), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

WHEREAS, Applicant has requested that the County issue a right-of-way permit for use of County property adjacent to property on which the Applicant either owns or uses a private storm water management facility (“Private SWMF”), and

WHEREAS, the property is known as Tax Map_____, Block_____, Parcel_____ and is more particularly described in a deed from _____ to _____ and recorded among the land records of Anne Arundel County in Liber _____, Folio _____ (the “Private Property”); and

WHEREAS, a part of the private SWMF will be located on a part of the County’s property, located in the subdivision known as _____ the plat for which is recorded among the Land Records of Anne Arundel County in Plat Book_____ Page _____ adjacent to Lot No. _____ of the Private Property; and

WHEREAS, a part of the Private SWMF will be located on part of the Private Property; and

WHEREAS, it is a requirement of §13-3-201(a), Anne Arundel County Code, (the “Code”) that a person may not occupy, use, or engage in any activity in a right-of-way without first obtaining a permit from the Department of Public Works; and

WHEREAS, in accordance with §13-3-203(c) such permit approval is conditioned on the execution an inspection and maintenance agreement with the County pertaining to a private storm water management facility; and

WHEREAS, in furtherance of Applicant's desire to comply with the aforementioned provisions of the Anne Arundel County Code, Applicant and Property Owner are 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. Applicant shall install or be responsible for the installation of the Private SWMF as more particularly described in the approved plan;

2. Property Owner shall provide access to the part of the Private SWMF located on the Private Property at all reasonable times for inspection by the County or its agents or contractors. The County shall provide access to the Applicant or the Property Owner to the part of the SWMF located on County Property, in order to fulfill the provisions of this Agreement.

3. Property Owner, their respective heirs, personal representatives, successors and assigns, hereby grant to Anne Arundel County, Maryland the perpetual right to discharge the flow of storm water from such necessary drainage facilities and appurtenance to adequately drain the natural watershed and adjacent properties into existing waterways or natural watercourses and/or upon existing ground of the Private Property.

4. Property Owner, their respective heirs, personal representatives, successors and assigns, shall maintain the Private SWMF in perpetuity.

5. If Property Owner or their respective successors or assigns, after reasonable notice by
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the Department of Public Works, fails to maintain the Private SWMF in proper working order and as originally designed and approved, the County Department of Public Works (“DPW”) may perform or cause to be performed, necessary work to correct the deficiency and return the Private SWMF to a proper working condition, and charge or assess those costs, including administrative overhead, to the owners of the Private Property, or their respective heirs, personal representatives, successors or assigns.

6. It is specifically understood and agreed that all costs of performing work set forth herein shall be levied and collected from the owners of the Private Property subject to this Agreement in accordance with the provisions of §16-3-305(c)(5) of the Code, as from time-to-time amended, or by any other legal method.

7. The introductory clauses in this Agreement are hereby incorporated in the body of this document.

8. This Agreement shall survive the execution of any deed, contract or agreement by Applicant, Property Owner or any other party with an interest in the Private Property and the provisions of this Agreement shall not merge therein.

9. This Agreement shall bind upon, be appurtenant to, and run with the Private Property, as a covenant, in perpetuity.

10. This Agreement shall inure to the benefit of and bind 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. Applicant by signature below hereby warrants that all property owners or parties affected by or subject to this Agreement have signed below and have joined in this Agreement.

14. This Agreement shall not be effective until this Agreement is recorded among the Land Records of Anne Arundel County.

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

ATTEST:

APPLICANT:

Witness

by: _____ (SEAL)

Name: _____

PROPERTY OWNER:

Witness

by: _____ (SEAL)

Name: _____

ANNE ARUNDEL COUNTY, MARYLAND

BY: _____ (SEAL)

Karen L. Cook
Chief Administrative Officer for
Laura Neuman, County Executive

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 _____, a party to the within agreement and acknowledge the same to be his/her act and deed.

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

NOTARY PUBLIC

My Commission Expires:

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 _____ and _____, parties to the within agreement and acknowledge the same to be the his/her act and deed.

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

NOTARY PUBLIC

My Commission Expires:

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

I HEREBY CERTIFY, that on this _____ day of _____, 20__ before me,

the subscriber, a Notary Public in and for this State and County, personally appeared, Christopher J. Phipps, Director of Public Works, who has been duly authorized to represent Laura Neuman, County Executive of Anne Arundel County, Maryland and that he, on behalf of the County Executive, 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 AS TO FORM AND LEGAL SUFFICIENCY:

Office of Law

Date