

## **INSTRUCTIONS**

### **MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT**

Attached is a copy of the Maintenance 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 MAINTENANCE AGREEMENT must **not** be dated but the applicant and Association names should be typed in the appropriate spaces. In paragraph three, the property description must be stated as tax map, block and parcel.

Pages two and three contain the information concerning the agreement and should be read by the applicant/association 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

MAINTENANCE AGREEMENT  
FOR PRIVATE STORM WATER MANAGEMENT FACILITY IN PUBLIC RIGHT-OF-WAY  
PERMIT NUMBER \_\_\_\_\_

THIS MAINTENANCE AGREEMENT made this \_\_\_\_\_ day of, \_\_\_\_\_,  
20\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”), \_\_\_\_\_  
\_\_\_\_\_ (“Association”), 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 on which the Applicant either installed or maintains a private storm water  
management facility (“Private SWMF”), and

WHEREAS, 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 private property known as Tax Map \_\_\_\_\_, Block \_\_\_\_\_, Parcel \_\_\_\_\_; and

WHEREAS, the above declared Association is a duly formed Maryland association,  
corporation, or trust; 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 Association 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. Association, their respective heirs, personal representatives, successors and assigns, shall maintain the Private SWMF in perpetuity and in accordance with the maintenance and warranty requirements in Exhibit A.

3. The County shall provide access to the Applicant or the Association to the SWMF located on County Property, in order to fulfill the provisions of this Agreement.

4. The rights and obligations granted herein shall not be construed to interfere with or restrict the County's future use of the public right-of-way with respect to the construction or maintenance of public works nor its freedom of access for same.

5. If the Association, or their respective successors or assigns, after reasonable notice by 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 Association, 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 Association 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 Association, Property Owner or any other party with an interest in the Private and the provisions of this Agreement shall not merge therein.

9. This Agreement shall bind upon, be appurtenant to, and run with the County 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:

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

ASSOCIATION (OFFICER):

\_\_\_\_\_ 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.

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Notary Public

My Commission Expires:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Office of Law

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Date

## **Exhibit A - Landscape Maintenance and Warranty Requirements**

### **I. Inspection or Initial Acceptance**

- A. The inspection shall be made on all work installation and improvements shown on the approved construction plan. Inspection shall be made by the Department of Public Works.
- B. Maintenance and warranty shall begin after final landscape inspection and acceptance.

### **II. Warranty**

- A. The Association shall replace any dead or damaged plants, trees, bushes or other original planting.
- B. A tree shall be considered dead when the main leader has died back, or there is 25% of the crown dead. Replacement shall be of the same size or greater than the original.
- C. Plant losses due to vandalism, fire, removal, relocation or other activities shall be the responsibility of the Association.
- D. Plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rains shall be the responsibility of the Association.

### **III Maintenance**

- A. Maintenance shall include a thorough initial watering with weekly watering thereafter for the first month after acceptance. Watering thereafter shall be on a bi-weekly basis for an additional two months. The total number of waterings shall be a minimum of eight (8) for the initial 3 month period.
- B. Settled plants shall be reset to proper grade and position, dead material removed, and guys tightened or repaired within a reasonable time.
- C. Pruning shall include only work that is necessary to maintain the plants in their normal growth pattern, and shall be conducted on an as-needed basis or as directed by the County.
- D. Plant beds shall be enriched with compost or non-chemical natural fertilizer as required.
- E. Weeding shall be scheduled throughout the year in order to keep the planting areas as free of weeds as possible but shall not be less than (4) times during the growing season.
- F. All staking and guying material above grade shall be removed after a one year period, or one year after the installation of replacement plantings.
- G. Hardscape material shall be kept in its original condition and placement.