

INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES
(Revised 7/1/01)

THIS AGREEMENT, made this ___ day of _____, by and between: _____
_____ hereinafter referred to as the "OWNER" and the CITY OF
HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the
laws of the State of Maryland, hereinafter referred to as "CITY".

DEFINITIONS

1. OWNER(S) shall be defined as being the fee simple title holder to the property described herein which has been developed and/or being developed and is shown and designated on the attached description and/or plats.

This term shall include grantees, successors, personal representatives, and assigns of the signatory owner(s).

2. CITY shall be defined as the City of Hagerstown, Maryland.

COVENANT

This Agreement shall be a covenant included in the transfer of ownership and shall run with the land.

RECITAL

OWNER(S) is the owner or developer of all that parcel of land known as _____
located on _____
Street, in the City of Hagerstown, Maryland and more particularly described as follows:

DESCRIPTION: (Include name, phase, location, type of facility)

INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES

ATTACHMENTS: (Mark "X" as applicable)

_____ Site plan (if applicable)

_____ Plat showing Storm Water Management area
(Note: If applicable, set forth that the Plat of Subdivision is recorded among the Plat records for Washington County, Maryland, at Plat Record ____.)

The OWNER(S), in compliance with all Federal, State, County, and City stormwater management acts, statutes, ordinances and regulations have designed and established a private Storm Water Management plan and facility as shown and designated on the attached for the property in question.

Each and every paragraph and clause of this Recital is incorporated into this Agreement and made a part hereof, and vice-versa.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. The OWNER(S) shall provide for the maintenance of the stormwater management facility as constructed by the owners within the "stormwater management area" shown on the above-referenced plat, to ensure that the facility is and remains in proper working condition in accordance with approved Federal, State, County and City acts, ordinances, rules and regulations. The OWNER(S), their grantees, successors, personal representatives and assigns shall perform necessary landscaping (grass cutting, etc.) and trash removal as part of regular routine maintenance, in addition to repair or reconstruction if required due to a failure of the facility to operate as originally designed. The requirement to reconstruct shall not pertain to "upgrade" the stormwater management to future requirements unless specifically required by future ordinance.

2. The OWNER(S) shall grant the CITY or its agent and contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting the facility. The CITY or its agent or contractor shall have the right, but NOT the obligation, to enter upon the property for the purpose of operating, installing, constructing, reconstructing, maintaining or repairing the facility in the event of an emergency as determined by the CITY.

INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES

3. The OWNER(S) shall grant to the CITY necessary easements and rights-of-way as delineated on the above-referenced plat when requested and the OWNER(S) shall maintain perpetual access from public rights-of-way to the facility for the CITY or its agent or contractor.

4. In the event that the OWNER(S) at any time do not properly maintain the facility in accordance with the initial plan, and same is found to be defective in the future in any way, and same is not corrected within thirty (30) days following notice from the CITY, then and in said event, the CITY is authorized but not OBLIGATED to perform the necessary maintenance or repairs to said facility.

In the event that the CITY does perform such acts, then and in said event, the OWNER(S) for itself, its grantees, successors, personal representative, and assigns agree that all costs of any work performed and any applicable fines as authorized by the Stormwater Ordinance, shall be paid by said persons, firms, or corporations.

It is further agreed that if CITY within its absolute discretion, determines that emergency repairs are necessitated, that same may be performed within the discretion of the CITY without providing any notification of same. The OWNER(S) for itself, its grantees, successors, personal representative, and assigns agree that they are responsible for reimbursement of any costs associated with the emergency repairs. The owner/developer of the facility shall be assessed the cost of the work and any penalties. This may be accomplished by placing a lien on the property, which may be placed on the tax bill and collected as ordinary taxes by the City, or in other manners deemed appropriate by the City Attorney in accordance with Maryland law.

5. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims, damages, suits, fines of whatsoever nature or kind to persons or property arising from the construction, maintenance, use or structural or hydraulic failure of the facility in question.

6. The Agreement and covenants contained herein shall apply to and bind the OWNERS(S) and the OWNER(S)' grantees, successors, personal representatives and assigns, and shall bind all present and subsequent owners of the property served by the facility.

INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES

7. The OWNER(S) shall pay for recordation costs of this Agreement among the Land Records of Washington County, Maryland, (if any) if recordation is required by the CITY.

8. The undersigned owner does hereby warrant and represent unto the CITY that he is the duly authorized representative, agent and signatory for the owner/developer of the properties described.

IN WITNESS WHEREOF, the owner and the CITY OF HAGERSTOWN have duly executed this Agreement.

ATTEST:

FOR THE OWNER(S):

Date: _____

ATTEST:

FOR THE CITY OF HAGERSTOWN, MARYLAND

City Clerk

City Administrator

Date: _____

City Engineer

Date: _____

INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES

STATE OF MARYLAND

CITY OF HAGERSTOWN

I hereby certify that on this ___ day of _____, 20____, before the subscribed, a Notary Public of the State of Maryland, and for the County of _____, aforesaid personally appeared _____ and did acknowledge the foregoing instrument to be their Act.

In Testimony Whereof:

I have affixed my official seal,

Notary Public

My Commission Expires: _____