



TOWN OF BERLIN
DEPARTMENT OF WATER RESOURCES
TOWN HALL
10 WILLIAMS STREET
BERLIN, MARYLAND 21811
TEL: 410.641.3845 / FAX: 410.641.2316

**INSTRUMENT OF DECLARATION ENCUMBERING AND AFFECTING PROPERTY
STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT**

THIS STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT, made this _____ day of _____, 20_____, by and between TOWN COUNCIL OF THE TOWN OF BERLIN, MARYLAND, hereinafter called "Council" and _____, hereinafter called "Owner" with a mailing address of _____.

WHEREAS, the Owner is the record owner of all that real property consisting of approximately _____ square feet or acres, located at _____, currently designated in the Assessment records as Tax Map _____, Parcel _____, Section _____, Block _____, Lot _____, and shown as Lot _____ on plat entitled "_____", which is recorded among the Land Records of Worcester County, Maryland in Plat Book _____, Folio _____; and being that same or part of the property acquired by the Owner by deed dated _____ and recorded among the aforesaid Land Records in Liber _____, Folio _____; and

WHEREAS, Owner is presently engaged in the development of the above described property and has received approval of a Stormwater Management Plan dated _____, a copy of which is on file with the Town of Berlin Department of Water Resources; and

WHEREAS, Owner has agreed to perform maintenance on the Stormwater Management Facilities shown on the approved Stormwater Management Plan in accordance with the specifications contained therein, as well as all other applicable standards imposed by the Council; and

WHEREAS, Owner has agreed to perform maintenance on the Stormwater Management Facilities to insure that the facilities 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 Council 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 maintain all of the aforesaid Stormwater Management Facilities to specifications pursuant to the approved Stormwater Management Plan and all other applicable laws, statutes and regulations.
2. Owner grants unto Council, their agents and employees, an irrevocable right of entry for access to the facilities at reasonable times for regular inspections and for regular or special assessments of property owners to insure that the facilities are maintained in proper working condition to meet design standards and any other provisions established.
3. If, after notice by the Council to correct a violation requiring maintenance work, satisfactory corrections are not made by the owner within a reasonable period of time not to exceed thirty (30) days, the Council may perform all necessary work to place the facility in proper working condition. The owner 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 for the amount of all expenses so incurred by the Council.
4. The owner of the property on which the 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 all Environmental Site Design Treatment Practices 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 be recorded by the owner among the Land Records of Worcester County.
6. This agreement shall run with the land and shall inure 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.

ATTEST:

TOWN OF BERLIN COUNCIL

Zackery Tyndall
Mayor

(Seal)

WITNESS:

As to Owner

Owner's Signature

Print Owner's Name \ Title

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Town of Berlin Council)

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, a Notary Public in and for the State and aforesaid, personally appeared **Zackery Tyndall, Mayor**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged 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: _____

STATE OF _____, _____ TO WIT: (**Owner**)

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, a Notary Public in and for the State and aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they 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: _____