



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410- 939-1800
410- 575-7043

MAINTENANCE AGREEMENT: Storm Water Management Systems

THIS AGREEMENT, made this ____ day of _____ 201__ by and between

_____ hereinafter referred to as "**Owner(s)**" of the following property:

_____, _____, _____, _____
Address City State Zip

Tax Map No. _____ Parcel No. _____ Tax ID: _____

Project Name: _____

and the **City of Havre de Grace, Maryland**, hereinafter referred to as the "**City**".

We, the **OWNER(S)**, with full authority to execute deeds, mortgages, and other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the **City** and agree as follows:

1. The **OWNER(S)** hereby stipulate(s) full awareness, understanding and acceptance of its responsibilities under this Agreement and shall maintain in good condition and properly repair and restore all ground surfaces, walls, drains, dams, and structures, vegetation, erosion and sediment control measures, and other productive devices for the Storm Water Management System(s) constructed under the referenced project. Such repairs or restorations shall be in accordance with the Storm Water Management System Plan approved by the City of Havre de Grace, Maryland. The **OWNER(S)** hereby agree(s) to perform or cause to be performed preventative maintenance on all Storm Water Management System(s) to insure their proper functioning, including, but not limited to, the maintenance schedule for the Storm Water Management System(s) as noted on the Storm Water Management Plan.
2. If necessary, the **OWNER(S)** shall levy regular or special assessments against all present or subsequent owners of property served by the **STORM WATER MANAGEMENT SYSTEM**, (hereinafter referred to as the "SYSTEM") to insure that the System(s) is properly maintained.
3. The **CITY** shall inspect all System(s) during the first year of operation and at least once every three (3) years thereafter. The **CITY** shall make every reasonable effort to notify the **OWNER(S)** in writing, of the schedule of inspections. However, the **CITY** shall have the right to conduct non-scheduled periodic inspections at any time. The **OWNER(S)** grant(s) the **CITY** the right to enter upon the property without the permission of the **OWNER(S)** to conduct

inspections to the System(s). The **CITY** shall notify the **OWNER(S)** of any deficiencies in the System(s) that are found during inspection.

4. Should the **OWNER(S)** fail to maintain the System(s) or correct any defects within thirty (30) days after proper written notice by the **CITY**, the **CITY** is authorized to enter upon the property without the permission of the **OWNER(S)** to perform the necessary maintenance or repairs and may assess the **OWNER(S)** or the **BENEFICIAL USERS** served by the System(s) (as identified on the attached drawing which is incorporated herein) for the cost of the work and any applicable penalties. Said assessment shall be a lien against all properties served by the System(s) and may be placed on the property and collected in the same manner as ordinary taxes by the **CITY**. In the event that an inspection reveals an unsafe condition which, if not immediately repaired, poses an imminent risk to persons or property in the opinion of the **CITY**, the **CITY** reserves the right to enter upon the property without notice and without the permission of the **OWNER(S)** to make required repairs. The **CITY** shall, in that event, have the right to assess the **OWNER(S)** or the **BENEFICIAL USERS** as described herein.
5. The **OWNER(S)** shall indemnify and save the **CITY** harmless from any and all claims for damages to persons arising from the construction, maintenance, and use of the System(s)
6. The obligations contained herein shall run with the land and shall apply to and bind heirs, successors and assigns of the **OWNER(S)** and the owners of property served by the System(s)
7. The **OWNER(S)** shall record this Agreement in the Land Records of Harford County, Maryland.
8. Any and all provisions of this Agreement may be freely amended, modified, and cancelled, in whole or in part, by the unanimous action of the **OWNER(S)** and **CITY**, at any time. Any such amendment, modification, or cancellation shall be done by written instrument executed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the **OWNER(S)** and the **CITY** have executed this Agreement as of this _____ day of _____ 20__.

Company Name

Owner

Printed Name and Title Date

Owner

Printed Name and Title Date

Attest/Witness:

Date

CITY OF HAVRE DE GRACE, MARYLAND

Attest/Witness:

Date

BY: _____
PATRICK SYPOLT, DIRECTOR OF ADMINISTRATION Date

Approved for legal sufficiency this
____ day of _____, 20__

Recommended for approval this
____ day of _____, 20__

APRIL ISHAK, CITY ATTORNEY

TIMOTHY F. WHITTIE, P.E., DIRECTOR OF PUBLIC WORKS

January 3, 2017