

LIBER 2894 FOLIO 581

00-17

THIS STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT, made this 20th day of July, 192000, by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Commissioners" and Whispering Woods Properties LLC, hereinafter called "Owner".

WHEREAS, Owner is presently engaged in the development of land in Worcester County, Maryland, which said development is located on RT 611 Road; and Sunset Ave - West side Rt 611

WHEREAS, Owner is the fee simple owner of land or lands; and

WHEREAS, Owner has received approval of a Stormwater Management Plan dated 7/12/00 and entitled Whispering Woods, a copy of which is on file with the Department of Planning, Permits and Inspections; and

WHEREAS, Owner will construct all of 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 Commissioners; 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 Commissioners and the Owner.

NOW THEREFORE, THIS INSPECTION AND MAINTENANCE AGREEMENT WITNESSETH, that in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Owner shall maintain all the aforesaid Stormwater Management Facilities to County specifications pursuant to the approved Stormwater Management Plan and all other applicable laws, statutes and regulations.
2. Owner grants unto Commissioners, 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 Commissioners to correct a violation requiring maintenance work, satisfactory corrections are not made by the owner(s) within a reasonable period of time not to exceed thirty (30) days, the Commissioners may perform all necessary work to place the facility in proper working condition. The owner(s) 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 County for the amount of all expenses so incurred by the Commissioners.

Revised 4/3/96

FILED
00 AUG 15 AM 10:45
STEPHEN V. HALES
CLK. CT. CT.
WOR. CO.

DRP

LIBER 2894 FOLIO 582

-2-

- 4. The owner of the property on which 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 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:

W. Kelly Shannahan
W. Kelly Shannahan
Assistant Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

Gerald T. Mason (SEAL)
Gerald T. Mason
Chief Administrative Officer

WITNESS:

[Signature]
As to Owner

[Signature] (SEAL)
Owner

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Chief Administrative Officer)

I HEREBY CERTIFY, that on this 1st day of August, 192000
before me, a Notary Public in and for the State and County aforesaid, personally appeared Gerald T. Mason,
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged 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

South A. Coleman
Notary Public
My Commission Expires 6/01/03

LIBER 2894 FOLIO 583

-3-

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Owner)

I HEREBY CERTIFY, that on this 20th day of July, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared John H. Bullock Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.

[Signature]
Notary Public

My Commission Expires: 11-1-2003

IMP FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rcpt # 64486
SVH 3304 Bk # 069
AUG 15, 2000 10:43 AM

AUG 15 2000 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

[Signature] Clerk