



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 CONSTRUCTION AGREEMENT**

THIS STORMWATER MANAGEMENT FACILITIES CONSTRUCTION AGREEMENT NO.- _____, 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 _____; and _____;

WHEREAS, Owner is presently engaged in the development of land 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, such development required the submission of a Stormwater Management Plan containing certain information, specifications and facilities for Stormwater Management; and

WHEREAS, the Town of Berlin Department of Water Resources has approved a Stormwater Management Plan dated _____ for development on the above described property, a copy of which is on file with said Department. This approval is conditioned upon the entering into this agreement by Owner with the Council and the bonding of this agreement to the satisfaction of the Council; and

WHEREAS, Owner has consented and agreed to enter into this agreement having determined it to be of mutual benefit to the Council as well as the Owner.

NOW, THEREFORE, THIS STORMWATER MANAGEMENT FACILITY CONSTRUCTION AGREEMENT WITNESSETH, that in consideration of the mutual promises herein contained, the parties hereto do hereby agree as follows:

1. Owner shall construct and build all Stormwater Management Facilities shown on said Stormwater Management Plan in accordance with the specifications contained in the approved Stormwater Management Plan. Owner will also faithfully perform and observe all other conditions, regulations and requirements set forth in the Stormwater Management Ordinance dealing with development of land as applicable.
2. Owner shall construct and complete all Stormwater Management Facilities and works of improvement to the satisfaction of the Town of Berlin Department of Water Resources.
3. Stormwater Management Facilities and works of improvement shall be completely constructed on or before _____ and all requirements of Owner under this agreement shall be completed at that time.
4. During construction at time specified in the Stormwater Management Ordinance, the construction of such Stormwater Management Facilities and works of improvement shall be inspected and approved by the Town of Berlin Department of Water Resources prior to Owner's proceeding with construction. Owner grants unto Council, their agents and employees, an irrevocable right of entry for the purpose hereof.
5. Upon completion of the Stormwater Management Facilities and works of improvement, a final inspection by the Town of Berlin Department of Water Resources shall be required. Upon final approval by the Department of Water Resources, Owner will present to said Department at Owner's expense, three (3) copies of "As-Built" plans of the completed Stormwater Management Facilities, a written certification of completion for the required construction from a registered engineer or land surveyor licensed in the State of Maryland, and a Notice of Construction Completion (NOCC). The Council may, at that time, if all of the conditions and agreements herein contained have been complied with by Owner, release the Owner from this agreement and the Bond herein. The Council may, however, at their option, retain this agreement and the Bond for violation hereof of any condition, agreement of regulation referred to herein or for any other reason required by law.

WITNESS:

TOWN COUNCIL OF TOWN OF BERLIN

 Wm. Gee Williams. III
 Mayor

WITNESS:

As to Owner

 Owner's Signature

 Print Owner's Name \ Title

WITNESS:

As to Owner

 Lienholder's Signature

 Print Lien holder's Name \ Title \ Corporation

STATE OF MARYLAND, TOWN OF BERLIN 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 County aforesaid, personally appeared **Wm. Gee Williams, III, 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 _____, _____ TOWN TO WIT: (**Owner**)

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, a Notary Public in and for the State and TOWN 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: _____

STATE OF _____, _____ TOWN TO WIT: (**Lien holder**)

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, a Notary Public in and for the State and County 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: _____