

**MEMORANDUM OF UNDERSTANDING
AND RIGHT OF ENTRY**

THIS MEMORANDUM OF UNDERSTANDING, made this ____ day of _____, 20____, by and between ANNE ARUNDEL COUNTY, MARYLAND (the “County”); [REDACTED] PROPERTY OWNERS ASSOCIATION (“Developer”); [REDACTED] PROPERTY OWNERS ASSOCIATION (the “Owners”).

WHEREAS, Developer is the recipient of public or private grant funding to fund restoration of the Chesapeake Bay and its tributaries through nonpoint source pollution control projects; and

WHEREAS, as part of the work to be performed with the funds from the Grant, the Developer has prepared design plans, obtained permission from the Maryland Department of the Environment and the Army Corps of Engineers, and entered into agreements with the Owners to undertake the construction of a stormwater management/stream or wetland restoration project on certain property owned by Owners and identified hereafter as _____, located in Anne Arundel County, Maryland (the “Project”); design plans of the project included as Exhibit A; and

WHEREAS, to comply with applicable County law, Developer is required to obtain a grading permit from the County before commencing work on the Project; and

WHEREAS, the Anne Arundel County Code requires the applicant for a grading permit to post security in an amount equal to the approved cost estimate as shown on the approved grading and sediment control computation sheet; and

WHEREAS, the County has recognized the public purpose and public funding of the Project, and other special and unique aspects of the Project, and has determined that the approved cost estimate will set the required security in an amount equal to a flat fee of \$200 plus \$0.10 per square foot of disturbed area; and

WHEREAS, the County will not require any additional security for long-term maintenance of plantings in recognition of Developer’s maintenance responsibilities under the permit issued by the Maryland Department of the Environment, and the County’s agreement (subject to the availability of funds) to provide long-term maintenance; and

WHEREAS, Developer and the Owners agree to assign and transfer to the County any and all water quality improvement generated by the Project that will be applied to the County’s requirements under its Municipal Separate Storm Sewer System (MS4) permit obligations under the federal Clean Water Act.

NOW, THEREFORE, the County, the Developer, and the Owners hereby enter into this Memorandum of Understanding as follows:

September 2016

For Office Use Only

Grading Permit # _____

1. Developer shall post security for the Project's required grading permit in such form as required by Article 16 of the Anne Arundel County Code, in an amount equal to the flat fee of \$200 plus \$0.10 per square foot of area disturbed, as shown on the County-approved grading permit plans and cost estimate (the "Plans").
2. The County shall accept the security posted under paragraph 1 hereof as adequate security under the County Code to authorize the issuance of a grading permit.
3. Developer shall be responsible for ensuring the five (5) year survival rate for greater than 85% of the vegetation planted as required conditions of the Letter of Authorization issued by the Maryland Department of the Environment and required by COMAR 26.23.04.03(J). Developer shall also monitor and maintain the physical stability of the Project for the same five (5) year period.
4. Developer and Owners hereby assign to the County any and all mitigation, natural service, and water quality improvement Credits associated with or generated by the Project. The Developer and/or Owner may not resell or use these credits in any way in relation to another permit requirement, as compensation for another resource, or to satisfy the requirements of any other program. Said water quality improvement shall be applied to the County's requirements under its Municipal Separate Storm Sewer System (MS4) permit obligations under the federal Clean Water Act.
5. Following construction and acceptance of the Project, Developer shall provide sufficient documentation verifying construction was completed in accordance with the Project's plans to the County Department of Public Works. The County may use the updated plans to calculate the final water quality improvements associated with the Project.
6. Owners commit to provide routine/aesthetic maintenance, including but not solely upkeep of currently mowed project boundaries, trash removal, mulching, and weeding. Owners' maintenance commitment represents a continuance of existing maintenance obligations.
7. Owners hereby grant the County a right of access and shall provide access to the Project at all reasonable times for inspection by the County or its agents or contractors, provided such access will not adversely impact developable uplands outside the Project area. This right of access shall run with the land and be binding on the parties hereto and their successors and assigns. The deed reference for each property intended to be subject to this right of entry is set forth under each of the Owners' signatures and is incorporated by reference herein.
8. Developer shall comply with all County, State, and Federal laws, regulations, permits, and other requirements applicable to the Project.

September 2016

9. The Owners are prohibited from altering the completed stormwater management/stream or wetland restoration project without the express written approval of the County.
10. Each party certifies that this Memorandum has been duly authorized and approved by all required organizational action of the party. The person executing this Memorandum on behalf of each party certifies that he or she has the legal and organizational authority to do so. The Owners certify that they have granted Developer a right of entry or other appropriate grant sufficient for Developer to access the Project site and complete the Project. The parties agree that the benefits and obligations hereof shall run with the land and be binding on the parties hereto and their successors, assigns and personal representatives.

September 2016

WITNESS the hands and seals of the parties hereto.

WITNESS:

DEVELOPER [REDACTED]
PROPERTY OWNERS ASSOCIATION

_____(SEAL)
By:

WITNESS:

OWNERS: [REDACTED]
PROPERTY OWNERS ASSOCIATION

_____(SEAL)
[REDACTED]
OWNERS ASSOCIATION
Community Rec Area
Annapolis 21403
Deed recorded in Book 4363, Page 001

WITNESS:

**ANNE ARUNDEL COUNTY,
MARYLAND**

_____(SEAL)
Ben Birge, Chief Administrative Officer for
Steuart Pittman, County Executive
Anne Arundel County, Maryland

APPROVED FOR FORM AND LEGAL SUFFICIENCY
ANNE ARUNDEL COUNTY, MARYLAND
GREGORY J. SWAIN, COUNTY ATTORNEY

By: _____

Date

September 2016