

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Maintenance Agreement for Stormwater System(s)

This Agreement made and entered into this the _____ day of _____, 20____, by and between _____ (the titled property owners of the described property below), and the Town of Ocean Isle Beach. This Maintenance Agreement is to serve as an official record showing that the owner, developer, property owners association or responsible party (hereafter referred to as the "Responsible party") will maintain all aspects of the required stormwater system(s) designed for the affected property stated in this agreement. Required stormwater systems shall mean systems that were required to be put in place per the Stormwater Management Ordinance of the Town of Ocean Isle Beach and or the North Carolina Division of Environmental and Natural Resources. This agreement shall be assigned to the successors in the title upon transference of the property. The Responsible party by way of signing this agreement agrees to the continued performance of the maintenance obligations. This agreement is to serve as acknowledgement that the Responsible party understands that failure to comply with this agreement and the requirements set forth in the Stormwater Management Ordinance of the Town of Ocean Isle Beach shall result in enforcement actions against the Responsible party. The Responsible party also acknowledges that the Town of Ocean Isle Beach has no obligation to maintain the stormwater systems located on the Responsible party's property. The Responsible party also fully understands that portion of land lying between their property line and the paved street is a public right-of-way for use by the Town for certain uses (i.e. water, sewer, stormwater, electrical, cable, phone and etc.) from time to time. That any grass, landscaping, shrubbery, rock, driveway material, etc., placed within this area by the Responsible party shall be placed there at the risk and liability of the Responsible party. The Town has no responsibility to replace any materials if the need arises to make use of this area. The property owner(s) herein described certifies that it/he/she/they are the titled owners of that certain tract or parcel of land more particularly described as (Lot/block/section or refer to a map book and page:

Affected property location or description _____

Responsible Party for Property _____

Address _____

Phone # _____

Type or Types of Stormwater systems (attached copy of plan) _____

Engineer who designed plan _____ License # _____

Address of Engineer _____

Who is responsible for continual maintenance of stormwater system? _____

Who is responsible for restoring a stormwater system to design specifications if a failure occurs? _____

I have read this agreement in its entirety, answered all questions, and fully understand the responsibilities set forth in this agreement. I, by way of signing this agreement, understand and agree with all conditions set forth in this agreement. (All recorded owners must sign this document. It is the responsibility of the property owner to record this document with the Register of Deeds at the Brunswick County Courthouse at the property owners expense. A copy of this recorded document must be submitted to the Ocean Isle Beach Planning and Inspections Department prior to receiving a Certificate of Occupancy on the structure).

Responsible party (Type or Print)

Responsible party (Signature under Seal)

Date

.....

Responsible party (Type or Print)

Responsible party (Signature under Seal)

Date

.....

Responsible party (Type or Print)

Responsible party (Signature under Seal)

Date

State of North Carolina
County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public Witness my hand and official seal or stamp, this the _____ day of _____, 20____

SEAL

**STORMWATER MANAGEMENT FACILITIES
MAINTENANCE AGREEMENT**

THIS STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT made this ____ day of _____, 19____, by _____, Grantor, (hereinafter "Covenantor") with the City of Virginia Beach, Virginia, Grantee, (hereinafter "City").

WITNESSETH:

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Stormwater Management District of the City of Virginia Beach as set forth in the City of Virginia Beach Stormwater Management Ordinance effective June 1, 1988; and

WHEREAS, the Covenantor is the owner of a certain tract or parcel of land more particularly described on Schedule A, attached hereto, which tract or parcel contains that certain lot or parcel of land, together with buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, identified as _____ dated _____, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Map/Deed Book ____, at page ____, referenced to which plat is hereby made for a more particular description thereof. It being the same property conveyed unto the Covenantor herein by deed dated _____, from _____ and recorded in the Clerk's Office aforesaid in Deed Book ____, at page ____, such property being hereinafter referred to as "the Property;" and

WHEREAS, Covenantor desires to construct certain improvements on the Property which will alter existing storm and surface water conditions on both the Property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor, its successors and assigns, desire to build and maintain at their expense a storm and surface water management facility and system more particularly described and shown on plans titled sheets ___ through ___ of _____ prepared by _____ and dated _____, (the "Site Plan"), which plans are on file with the Development Services Center of the Planning Department of the City of Virginia Beach, Virginia, and are hereby incorporated by reference; and

WHEREAS, the City has reviewed and approved these plans subject to the execution of this Agreement.

NOW, THEREFORE, in consideration of the benefit received by the Covenantor, its successors and assigns, as a result of the City's approval of its plans, the Covenantor, its successors and assigns, with full authority to execute deeds, deeds of trust, other covenants, and all rights, title and interest in the property described above hereby covenant with the City as follows:

1. The Covenantor, its successors and assigns, shall construct and perpetually maintain, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the Site Plan approved by the City.

2. The Covenantor, its successors and assigns, shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may be determined as reasonably necessary by the City to ensure that the facility and system is properly maintained and continues to operate

as originally designed and approved.

3. The City, its agents, employees and contractors, shall have the right of ingress and egress over the Property of the Covenantor, its successors and assigns, and the right to inspect, at reasonable times and in reasonable manner as provided in Section 10.1-603.11 of the Code of Virginia and Section 12 of the Stormwater Management Ordinance, the storm and surface water facility and system in order to ensure that the system is being properly maintained, is continuing to perform in an adequate manner and is in compliance with the Stormwater Management Ordinance and Site Plan.

4. Covenantor, its successors and assigns, agree that should either fail to correct any defects in the above described facility and system within the time specified in a written notice from the City that the Covenantor have failed to maintain the facility in accordance with the approved design standards and/or Site Plan and in accordance with the law and applicable regulations of the Stormwater Management Act and/or Ordinance, the City may pursue such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in Section 10.1-603.14 of the Code of Virginia and Section 12 and 13 of the Stormwater Management Ordinance.

5. The Covenantor, its successors and assigns, shall indemnify, save harmless and defend the City from and against any and all claims, demands, suit liabilities, losses, damages and payments, including reasonable attorney fees claimed or made against the City that are alleged or proven to result or arise from the Covenantor, its successors and assigns, construction, operations or maintenance of the storm and surface water facility and system that is the subject of this Covenant.

6. The Covenants contained herein shall run with the land and the Covenantor, its

successors and assigns, further agree whenever the Property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement, which shall apply to, bind and be obligatory upon the Covenantor hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

The Covenantor is solely responsible for the performance of the obligations required and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this Agreement. Notwithstanding any provisions of this Stormwater Management Facilities Maintenance Agreement to the contrary, upon the sale, transfer or other conveyance (collectively "Transfer") of fee simple title to the Property to a third party (the "Transferee"), the Covenantor shall be released of all of its obligations and responsibilities under this Agreement accruing from the after the date of such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by written recorded agreement for the benefit of the City. Such written agreement may be included in the deed conveying title to the Property to the Transferee, provided that the Transferee joins in the execution of such deed and a certified copy of such deed or agreement is provided to the City. The provisions of the preceding two sentences shall be applicable to the original Covenantor and any successor Transferee who has assumed the obligations and responsibilities of the Covenantor under this Agreement as provided above.

7. The Covenantor shall not be able to transfer, assign or modify its responsibilities with respect to this Agreement without the City's written prior consent. Nothing herein shall be construed to prohibit a transfer by the Covenantor to subsequent owners and assigns.

8. The provisions of this Stormwater Management Facilities Maintenance Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby. This Agreement shall be interpreted under the laws of the Commonwealth of Virginia.

9. _____, noteholder secured by the deed of trust on the property, joins in the execution of this Stormwater Management Facilities Maintenance Agreement to evidence its consent to the provisions hereof. The Trustees, at the direction of the Noteholder, join herein, consent to the provisions hereof, and hereby subordinate the lien of the Deed of Trust to the Stormwater Management Facilities Maintenance Agreement and covenants created or set forth herein.

10. The Stormwater Management Facilities Maintenance Agreement shall be recorded at the Clerk's Office of Circuit Court of the City of Virginia Beach, Virginia at the Covenantor's expense.

11. In the event that the City shall determine at its sole discretion at any future time that the facility is no longer required, then the City shall at the request of the Covenantor, its successors and assigns, execute a release of this Stormwater Management Facilities Maintenance Agreement which the Covenantor, its successors and assigns, shall record in the Clerk's Office, at its expense.

12. APPLICABLE LAW: This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and

accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VENUE: Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

IN WITNESS WHEREOF, the Covenantor have executed this Stormwater Management Facilities Maintenance Agreement as of the date first set forth above.

Covenantor

BY: _____
Covenantor (Name) (Title)

By _____
(Name) (Title)

Noteholder

BY: _____
(Name) (Title)

ATTEST:

By _____
(Name) (Title)

Trustee

Trustee

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Signature - Development Services Center

Signature - City Attorney

ATTEST:

CITY OF VIRGINIA BEACH, VIRGINIA

City Clerk

City Manager/Authorized
Designee of the City Manager

(NOTEHOLDER ACKNOWLEDGMENT)

STATE OF _____

CITY OF _____, to wit:

I, _____, a Notary Public in and for the City and

State aforesaid, do hereby certify that _____, and _____
(name) (name)

_____, and _____, respectfully, of
(title) (title)

_____, whose names as such are signed to the foregoing Agreement,
(name of noteholder)

have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this _____ day of _____, 19_____.

Notary Public

My Commission Expires: _____

(TRUSTEES ACKNOWLEDGMENT)

STATE OF _____

CITY OF _____, to wit:

I, _____, a Notary Public in and for the City and State
aforesaid, do hereby certify that _____, and _____,
Trustees, whose names as such are signed to the foregoing Agreement, have acknowledged
the same before me in my City and State aforesaid.

GIVEN under my hand this ____ day of _____, 19__.

Notary Public

My Commission Expires: _____

(CITY'S ACKNOWLEDGEMENT)

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do hereby certify that _____, CITY MANAGER/ AUTHORIZED DESIGNEE OF THE CITY MANAGER PURSUANT TO § 2-154 OF THE CITY CODE, whose name is signed to the foregoing agreement, bearing date the ____ day of _____, 19____, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

My Commission Expires: _____

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do hereby certify that _____, City Clerk for the City of Virginia Beach, Virginia, whose name is signed to the foregoing agreement, bearing date on the ____ day of _____, 19____, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Engineering Dept.
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

STORMWATER MAINTENANCE AGREEMENT
FOR

THIS AGREEMENT is made this _____ day of _____, 20__ by _____, (individually), whose address is _____, and the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901.

RECITALS:

WHEREAS, the Owner/Developer is desirous of voluntarily entering into this Agreement: i) because it will provide for an improved plan of development for The Properties; ii) to induce City approval of the proposed development of The Properties; and iii) to improve the marketability of the development proposed for The Properties; and

WHEREAS, the City is desirous of entering into this Agreement, because it will promote the public health, safety, and welfare of the community; and

WHEREAS, the Owner/Developer warrants and guarantees unto the City that all Owners of The Properties and all individuals or legal entities holding mortgages or other liens thereon have joined in and consented to this Agreement, and that said executed consents and joinders by all mortgage and security interest holders have been attached to this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 DOLLARS (\$10.00) and certain other good and diverse considerations, each to the other paid in hand, the sufficiency and receipt all of which be and the same is hereby acknowledged, the parties desiring to be legally bound hereby:

ARTICLE I
ACKNOWLEDGEMENTS

Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement, but the Owner/Developer, on its own behalf as well as on behalf of its agents and future tenants, of The Properties hereby authorizes the City to withhold the issuance of any certificate of occupancy or building permit for any part or portion or all of any structure on The Properties until such recital is made to be true and correct.

Further, if any certificate of occupancy or building permit shall be withheld by the City as a result thereof, the tenants of any Owner/Developer and the Owner/Developer, their respective agents, contractors, subcontractors, assigns or successors waive any claim, objection, or manner of suit against the City for refusal to issue said certificate of occupancy or building permit.

ARTICLE II DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Agreement" means and refers to this Stormwater Maintenance Agreement for as recorded in the Public Records of Brevard County, Florida, and as the same may be amended from time to time.

(b) "Assessment" means and refers to a share of the funds required for payment of the expenses of the City or the Owner/ Developer, as the case may be, in pursuit of the responsibilities set forth in the Agreement.

(c) "City" means and refers to the City of Melbourne, Florida, a Florida municipal corporation.

(d) "Common Areas" means and refers to any Stormwater Management System, sidewalks, utility installations, and any other areas designated in or by this Agreement, all upon The Properties.

(e) "Lot" means and refers to any portion of The Properties owned by the Owner/Developer, to any area leased to a Tenant, any portion of The Properties owned in fee simple by other than the Owner/Developer, or to an outparcel of land depicted upon a plat or original site plan on file with the City of the commercial facility.

(f) "Owner/Developer means and refers to _____, (individually), and such of its successors and assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Brevard County, Florida, or alternatively, to the owner in fee simple of the largest share by land area of The Properties. A Tenant shall not be deemed to be the Owner/Developer by the mere act of the leasing of any portion of The Properties, nor shall a mortgagee be deemed to be an Owner/Developer by the mere act of accepting a mortgage on all or a portion of The Properties.

(g) "Operation", "Operate," or "Operated" when used in conjunction with the Stormwater Management System means and refers to the repair, painting, management, improvement, inspection, maintenance, deactivation, construction, renovation, operation, insurance, and replacement of, as well as the disconnection from or connection to the Stormwater Management System.

(h) "Plans" means and refers to drainage and stormwater management plans, together with any attachments thereto and drainage calculations, for The Properties on file in the office of the City Clerk. The Plans were prepared by _____, consisting of _____ (_____) pages, prepared under job/project number _____ and dated the ____ day of _____, 20____ with final revision dated the ____ day of _____, 20____.

(i) "The Properties" means and refers to all such existing real property as described in Article III of this Agreement.

(j) "Stormwater Management System" means and refers to all retention/detention ponds and areas as shown upon drainage and stormwater management plans (the "Plans"), together with all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, and valves.

(k) "Tenant" means and refers to any person or legal entity leasing a portion of The Properties for any period of time from the Owner/Developer or other Lot Owner.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this agreement is located in Brevard County, Florida, and is more particularly described on EXHIBIT "A" attached hereto and by this reference incorporated collectively as "The Properties". To the extent all or any portion thereof is not owned by the Owner/Developer, the respective Owners thereof shall have joined in this Agreement for the purpose subjecting that portion of The Properties owned by each of them to this Agreement.

ARTICLE IV STORMWATER SYSTEM MANAGEMENT

Section 1. Maintenance. The Owner/Developer shall at all times maintain in good Operation and replace, as often as necessary, the Stormwater Management System, all such work to be done as specified in this Agreement. Maintenance of any lighting/electrical fixtures which are integral parts of the Stormwater Management System shall include and extend to payment for all electricity consumed in the operation thereof. All work pursuant to this Agreement and all expenses incurred hereunder shall be paid for by the Owner/Developer, although the Owner/Developer may recoup such costs and expenses as a part of leases, rents, or other charges (either general or special). No Owner/Developer, Lot Owner, or Tenant thereof may waive or otherwise escape liability for Assessments by non-use of the common Areas or abandonment of the right to use the Common Areas.

Section 2. Owner/Developer to Maintain the Stormwater Management System. The Common Areas, upon which the Stormwater Management System is situated, shall be open spaces without any structures being permitted therein, except for structures which are a part of the Stormwater Management System. The Stormwater Management System shall be Operated, all in accordance with the standards, conditions, and requirements set forth on the Plans, and in the City Code of Ordinances, and in particular although not limited to the requirements of the City Code, which are incorporated herein by this reference, and the City Comprehensive Plan, which standards, conditions, and requirements shall constitute minimum standards for the Operation of the Stormwater Management System. At all times the Stormwater Management System shall be maintained in such a condition so that the Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the Plans and as set forth in City Stormwater Permit Number _____.

Section 3. City Easements. Perpetual, nonexclusive easements are reserved over, under, and across the Common areas to the City, as may be required for the ingress to, egress from, entrance upon, for Operation of the Stormwater Management System, as may be required to adequately serve The Properties, it being expressly agreed that the City upon making the entry shall restore the Common Areas upon which the Stormwater Management System is located to substantially the condition which existed prior to commencement of Operation of such Stormwater Management System by the City. City fire, police health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and across The Properties for the purpose of egress and ingress to the Common Areas.

Section 4. General. All easements, of whatever kind or character, whatever heretofore or hereafter created, shall constitute a covenant running with the land and, notwithstanding any other provisions of this Agreement, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

ARTICLE V
COVENANT
FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Owner/Developer (and each party joining in this Agreement or in any supplemental Agreement), for all portions of The Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Owner/Developer, or the City as the case may be, Assessments or charges for the Operation of the Stormwater Management system, including such reasonable reserves as the Owner/Developer may deem necessary, all such Assessments to be fixed, established and collected from time to time as herein provided.

The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Said lien shall be subordinate to any first mortgage lien right or security interest recorded in the Public Records of Brevard County, Florida, prior to or after the date of recording of this Agreement.

Section 2. Purpose of Assessment. The Assessments provided for herein and levied by the Owner/Developer or the City, as the case may be, shall be used exclusively for the Operation of the Stormwater Management System as required in Article IV, Sections 1, 2, and 3 of this Agreement.

Section 3. Specific Damage. Owners or Tenants of Lots, if any, (on their own behalf or on behalf of their tenants, invitees, and guests) causing damage to any portion of the Stormwater Management System as a result of misuse, negligence, or otherwise shall be directly liable to the Owner/Developer, and a special Assessment may be levied by the Owner/Developer, or the City as the case may be, therefor against such Owner(s) or Tenant(s). Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.

Section 4. Stormwater Management System. If the Owner/Developer has failed to maintain in good Operation the Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required in Article IV hereof, then the City may but shall not be obligated to, after giving the Owner/Developer thirty (30) days' written notice sent to the Owner/Developer's last known registered agent, Operate that portion of the Stormwater Management System in need of said Operation. Said determination by the City to operate temporarily or permanently, any part or all of the Stormwater Management System shall be optional with the City, and the City shall be under no obligation to, either temporarily or permanently, Operate the Stormwater Management System, nor shall the City be liable for failing to operate the Stormwater Management System. A determination by the City that the Stormwater Management System, or any portion thereof, is not being Operated in compliance with the Plans and other standards set forth in this Agreement shall be one subject to the reasonable judgement of the City. The costs and expenses of the City resulting from any Operation by the City of said portion of the Stormwater Management System shall be chargeable to and Assessed by the City against the Owner/Developer; provided that in the event the City is compelled to Operate any portion of the Stormwater Management System in accordance herewith, the Owner/Developer shall have thirty (30) days in which to pay the City's Assessment expenses and costs after the Owner/Developer receives a bill therefor from the City. If the Owner/Developer shall fail to pay to the City within said thirty (30) day period for the cost of providing said services, the City has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at the then highest lawful rate of interest and the costs and reasonable attorney's fees for collection of the Assessments and foreclosure of the said lien. The total cost of such services shall be prorated (based on a fraction, the numerator of which shall be the square footage of the Lot and the denominator of which shall be the square footage of The Properties) among all the Lots and shall constitute a lien against each Lot, for its pro-rata share, or

The Properties collectively, as the City shall deem appropriate. Further, to assist in collection of the costs for such services, the City shall have the power of lien and Assessment to the same extent as the Owner/Developer as set forth in Article V, Section 5 hereof.

Section 5. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies. If the Assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Each Assessment against a Lot shall also be the personal obligation of the Owner at the time the Assessment fell due. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Owner/Developer, and if such installment is not paid thereafter, it shall accrue interest at the highest rate of interest then permissible by law. Further, the Owner/Developer may bring an action of law against the Owner(s) or Tenants, of Lots personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which Assessments and late charges are unpaid or may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, and interest, and in the event a judgement is obtained, such judgement shall include all such sums as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action, and the Owner/Developer shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 6. Subordination of the Lien. The lien rights provided for in Article V of this Agreement shall be subordinate to the lien of any first mortgage or other security interest heretofore or hereafter placed upon any Lot subject to Assessment. Any unpaid Assessment which cannot for any reason be collected as a lien against any Lot shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Owner/Developer.

ARTICLE VI CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provision of this Article VI shall be applicable to all of The Properties.

Section 2. Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities, including but not limited to cable television, are reserved as shown on the recorded Plat, if any, covering The Properties, or portions thereof, and as provided herein.

Within these easements, no structure, planting or other material may be placed or permitted to remain that will significantly interfere with or prevent the maintenance of utilities, including but not limited to cable television without the approval of the City in its sole and absolute discretion. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The City, appropriate water and sewer authority, electric, gas, telephone, and cable television companies or governmental authorities, and their respective successors and assigns, shall have a perpetual easement for the installation, replacement connection to, disconnection from, and maintenance of all underground water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the Plat, if any. All utilities and lines within The Properties, whether in street rights-of-way (if any) or utility easements, shall be installed and maintained underground. Public utility (including cable television) easements not described on the Plat, if any, or if otherwise no Plat exists, may be described on the attached Exhibit "B", a copy of which may have been attached hereto and in incorporated herein by this reference.

ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. This Agreement and the provisions hereof shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the City, the Owner/Developer, and the fee simple owner of any land subject to this Agreement, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Agreement is recorded, after which time said Agreement shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the City has been recorded, agreeing to revoke said Agreement in part or in whole. Provided, however, that no such agreement to revoke shall be effective unless made and recorded at least three (3) days prior to the commencement of the first five (5) year period for which this Agreement is being terminated, either in part or in whole.

Section 2. Notice. Any notice to be sent to the Owner/Developer or the City under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the said Owner/Developer or to the attention of the City Manager at the City. Any notice hereunder to be sent to any Lot Owner under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, to the address of said Lot Owner as displayed on the most currently compiled ad valorem tax roll for Brevard County.

Section 3. Enforcement. Enforcement of this Agreement may be by a Lot owner, the Owner/Developer, or the City and may be accomplished by any proceeding of law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages, and against the Lots to enforce any lien created by this Agreement; and failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The City shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. The covenants, easements, provisions, charges and liens of this Agreement may be amended, changed or added to at any time and from time to time upon the execution and recordation in the Public Records of Brevard County, Florida, of an instrument executed by the City, the owner in fee simple of any portion of The Properties affected thereby, and the Owner/ Developer. The consent and joinder of the Owner/Developer to any amendment to this Agreement shall be required for so long as the Owner/Developer shall own at least ten percent (10%) of the total land area of The Properties. No amendment to this Agreement may be made which places additional duties, obligations, or responsibilities on any Lot or Lot owner without the consent and joinder of said Lot owner to the amendment. This Section 5 may not be amended.

Section 6. Effective Date. This Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon recordation in the Public Records of Brevard County, Florida.

Section 7. Conflict. This Agreement shall take precedence over conflicting provisions in any covenants and restrictions common to The Properties.

Section 8. Standards for Consent, Approval, Completion Other Action and Interpretation. In the event of any ambiguity or STATE dispute as to the meaning of the wording of this Agreement, this Agreement shall be interpreted by the City Council and an opinion of counsel to the City rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of the Owner/Developer as fee simple owner of The Properties, and all other fee simple owners of portions of The Properties who have joined in the execution of this Agreement, affected hereby that this Agreement, shall constitute covenants running with the land and with title to The Properties, or as equitable servitude upon the land, as the case may be.

Section 11. Dissolution of Owner/Developer. In the event of a permanent dissolution of the Owner/Developer, if the Owner/ Developer is a corporation, partnership, or other legal entity, the fee simple owners of The Properties shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the City. In no event shall the City be obligated to accept any dedication offered to it by the Owner/Developer or the fee simple owners of The Properties pursuant to this section, but the City may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by ordinance adopted by the City Council of the City. Any successor to the Owner/Developer, including the fee simple owners of Lot shall pursuant to this Agreement provide for the continued maintenance and upkeep of the Stormwater Management System, if any, and the Common Areas. Anything to the contrary herein notwithstanding, this Section may not be amended without the written consent of the City.

Section 12. Indemnification of the City. The City is hereby granted the right and authority, but not the obligation, from time to time to require that the Owner/Developer or fee simple owners of a Lot, as the case may be, post liability insurance insuring the City as loss payee against suit or loss for injuries (including death) and property damage caused as a result of the City's providing services hereunder, said insurance to be in such reasonable amounts and with such standard insurance companies licensed and approved to do business in the State of Florida by the appropriate State agency regulating the insurance industry. Said insurance shall be upon such reasonable terms and in such reasonable amounts as the City may require. Failure of the Owner/Developer or fee simple owners of a Lot, as the case may be, within thirty (30) days' of notice to the Owner/Developer to provide to the City proof that such insurance has been obtained shall entitle the City to purchase said insurance. The Owner/Developer or fee simple owners of a Lot, as the case may be, may be charged and shall pay said charge in the same manner as set forth in Article V of this Agreement. Failure of the Owner/Developer to pay said charges within thirty (30) days after receipt of a bill from the City shall entitle the City to Assess each Lot and place a lien against each Lot, all as provided in Article V.

Section 13. Recordation. The Owner/Developer hereby agrees to pay for any costs of recordation of this Agreement in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City for filing in its records.

Executed as of the date first above written.

Signed, sealed and delivered in the presence of:

Signature of witness

Name printed/typed

Signature of witness

Name printed/typed

Signature of witness

Name printed/typed

Signature of witness

Name printed/typed

OWNERS/DEVELOPERS:

BY: _____
Signature

Name printed/typed

Signature

Name printed/typed

CITY:

BY: _____
Henry J. Hill
City Manager

ATTEST:

Cathleen A. Wysor
City Clerk

(Corporate Seal)

Notary for the Owner/Developer:

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or has produced _____ as
identification and who did not take an oath.

Signature of Notary Public and
Name of Notary Public typed,
printed or stamped

Notary for the City:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Henry J. Hill, City Manager and Cathleen A. Wysor, City Clerk of the City of Melbourne, a Florida municipal corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Signature of Notary Public and
Name of Notary Public typed,
printed or stamped

Attachment: Exhibit "A" - Legal Description of The Properties

Exhibit "A" - Legal Description of The Properties
CONSENT AND JOINDER OF MORTGAGEE

_____, a _____ banking corporation, being the owner and holder of that certain Mortgage and Security Agreement, Assignment of Leases, Rents, and Profits, and security interest created by a Uniform Commercial Code (UCC-1 Filing Statement on the property referenced in the Stormwater Maintenance Agreement for _____, which Mortgage and Security Agreement were recorded on _____, 20__ in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, and which UCC-1 Filing Statement was recorded on _____, _____ in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, and which Assignment of Leases, Rents, and Profits was recorded on _____, 20__ in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, does hereby join in and consent to the foregoing Stormwater Maintenance Agreement for _____ and agrees that the lien of said Mortgage and Security Agreement, Assignments of leases, Rents, and Profits, and the UCC-1 Filing Statement shall be subject to the provisions of said Stormwater Maintenance Agreement; provided, however, that nothing herein shall be deemed to constitute a waiver of any rights reserved or granted to the Mortgagee (or similarly situated parties) in said Stormwater Maintenance Agreement.

Signed, sealed and delivered in the presence of:

Signature of witness

Name printed/typed

Signature of witness

Name printed/typed

BANKING CORPORATION:

BY: _____
Signature and title

Name printed/typed

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by (name and title) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Signature of Notary Public and
Name of Notary Public typed,
printed or stamped

Stormwater

G.P. _____

INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this ___ day of _____, 19____, by and between _____
_____, hereinafter referred to as the "OWNER(S)" of the following property: _____
_____, and St. Mary's County, Maryland, hereinafter referred to as the "COUNTY",

WITNESSETH

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

1. The OWNER(S) covenant and agree with the COUNTY that they shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall grant to the COUNTY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
3. The OWNER(S) shall grant to the COUNTY necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the COUNTY or its agent and contractor.
4. The Agreement shall provide that, should maintenance not be properly performed, to the detriment of other properties or the public, a court of competent jurisdiction, after due notice, shall order the work performed and a lien for the cost of the work and any penalties placed on the property which shall be collected as real estate taxes by the COUNTY.
5. The OWNER(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall record this AGREEMENT in the Land Records of the COUNTY.

ATTEST:

FOR THE OWNER(S):

Title

STATE OF _____

COUNTY OF _____

I hereby certify that on this ___ day of _____, 19__, before the subscribed, a Notary Public of the State of _____, and the County of _____, aforesaid personally appeared _____ and did acknowledge the foregoing instrument to be their act.

In testimony whereof, I have affixed my official seal.

Notary Public

My Commission Expires: _____

REVIEWED BY:

FOR THE COUNTY:
ST. MARY'S COUNTY DEPARTMENT OF
PUBLIC WORKS

George A. Erichsen, P.E.
Director

STORMWATER MANAGEMENT/ BMP FACILITIES AGREEMENT

Albemarle County, VA

Water Resources Management

(804) 296 - 5861

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 19___, by and between

_____, hereinafter called the "Landowner", and the
(Insert Full Name of Owner)
Board of Supervisors of Albemarle County, Virginia, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as

_____ as recorded by deed in the land records of Albemarle County,
(Albemarle County tax Map/Parcel Identification Number)

Virginia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, hereinafter
(Name of Plan/Development)
called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Albemarle County, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Annual Inspection Report form dated 6/2/92 (or latest date form available) is to be used to establish what good working condition is acceptable to the County.

3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Albemarle County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ___ day of _____, 19 ___, by

NOTARY PUBLIC

My Commission Expires: _____

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 19 ____, by

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

County Attorney

Date

AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN
THE CITY OF OLYMPIA AND
_____, AND
ITS HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")
(CORPORATE)

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Olympia. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided in City Ordinance 5123 and in Development Policy 13009, "Maintenance Required for Private Stormwater Drainage Systems."

LEGAL DESCRIPTION:

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the City to ensure the protection and enhancement of Olympia's water resources, the City and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the stormwater facility maintenance program included herein as Attachment "A".
- (2) Implement the pollution source control program included herein as Attachment "B".
- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment A and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the monthly log book.
- (4) Submit an annual report to the City regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15 of each calendar year and

shall contain, at a minimum, the following:

- (a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
- (b) Time period covered by the report.
- (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Owner, include a copy of the invoice for services.
- (d) An outline of planned activities for the next year.

THE CITY OF OLYMPIA SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit, at no charge to Owner.
- (2) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with Owner.
- (3) Review this agreement with Owner and modify it as necessary at least once every three (3) years.

REMEDIES:

- (1) If the City determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Director of the Department of Public Works shall give the owner of the property within which the drainage facility is located, and the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Director, written notice will be sent to the persons who were given notice stating the City's intention to perform such maintenance and bill the owner for all incurred expenses. The City may also revoke stormwater utility rate credits for the quality component or invoke surcharges to the quantity component of the Owner bill if required maintenance is not performed.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the Director may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to

the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

- (5) The owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing in _____

My Commission Expires: _____

Dated at Olympia, Washington, this _____ day of _____, _____.

CITY OF OLYMPIA

By: _____
Authorized Agent for the City of Olympia

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, _____, to me known to be acting as Authorized Agent for the City of Olympia, a Municipal Corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public in and for the State of
Washington, residing in _____

My Commission Expires: _____

APPROVED AS TO FORM:

Mark Erickson, City Attorney
City of Olympia

\\calvin\cpd\FORMS\Agree to Maint Strmwtr Facilities-Corporation.doc