

STORMWATER MANAGEMENT BOND
(MAINTENANCE)

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (*Principal*) and _____ (*Surety*), are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland (*Board*), in the amount of _____ Dollars (\$ _____) in lawful money of the United States of America, to be paid to the Board, its successors or assigns, to which payment the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

RECITALS

The Principal has requested that the following described stormwater management facility (*SWM Facility*) enter the maintenance period required by the Stormwater Management Ordinance for Washington County, Maryland (*Ordinance*) and has agreed to provide the aforementioned security for said purposes:

Subdivision Name/Section or Phase: _____

Recorded Plat No.: _____

Name, Number or Location of Stormwater Management Facility: _____

Construction of the SWM Facility has been completed and the Surety guarantees the maintenance and repair of the SWM Facility in accordance with the terms of the Ordinance and the construction plans approved by the Director of Plan Review and Permitting of Washington County, dated _____ (*Plans*).

In addition to the obligations in the Ordinance and the Plans, the Surety guarantees that the SWM Facility shall for a minimum period of two (2) years from the date of execution of this Bond be maintained and repaired such that it remains in the same or better condition as it existed on the date that the SWM Facility received as-built approval from the Director of Construction/Code Official of Washington County.

NOW THEREFORE, the condition of the obligations evidenced by this Bond is such that, if the Principal faithfully performs all of the obligations of the Principal relating to the maintenance and repair of the SWM Facility as indicated in the Ordinance, the Plans, and herein, and shall fully indemnify and save harmless the Board from all costs and damages which the Board may suffer by reason of maintenance or repair of the SWM Facility, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The parties agree:

1. That the Surety guarantees the maintenance and repair of the SWM Facility in accordance with the terms of the Ordinance and the Plans for a minimum period of two (2) years from the date of

execution of this Bond. During said period, the Surety guarantees that the SWM Facility shall be maintained and repaired such that it remains in the same or better condition as it existed on the date that the SWM Facility received as-built approval from Director of Construction/Code Official of Washington County. If, as determined by the Director of Public Works of Washington County, the SWM Facility is maintained and repaired such that it remains in the same or better condition as it existed on the date that the SWM Facility received as-built approval, then this Bond may be released upon approval of the Director of Public Works of Washington County.

2. If, as determined by the Director of Public Works of Washington County, the SWM Facility is not maintained or repaired to the same condition as it existed on the date that the SWM Facility received as-built approval, then the obligations of this Bond shall not be released until such time as any and all outstanding maintenance or repair requirements are fulfilled by the Principal or the Surety to the satisfaction of the Director of Public Works of Washington County.

3. In the event of any default or violation of the Ordinance, Plans or this Bond on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be provided to the Principal and the Surety by registered mail. If the Principal shall fail to cure the default or violation and the Board executes its right to claim or recovery, the Surety shall have the right and opportunity to assume the remainder of the Principal's obligations and at its option to perform or sublet the same. Otherwise, the Board shall be permitted to provide maintenance and repair of the SWM Facility and may claim recovery against the Principal and/or Surety.

4. No suit or action may be maintained in relation to this Bond unless it shall have been instituted within three (3) years from the date that this Bond is released.

5. The Recitals are hereby incorporated as substantive provisions of this Stormwater Management Bond.

WITNESS our hands and seals this ____ day of _____, 20 ____.

OWNER/DEVELOPER:

FOR INDIVIDUALS/PARTNERSHIPS/LIMITED LIABILITY COMPANIES

Witnesses:

By

(Signature) _____ (Title) _____ (SEAL)

(Signature) _____ (Title) _____ (SEAL)

FOR CORPORATIONS

Attest:

President (Signature) _____(SEAL)

Vice-President or Secretary (Signature) _____(SEAL)

Owner/Developer Individual Name: _____
(Please Print)

Company Name: _____

Phone No.: _____

Address: _____

Surety Company

WITNESS:

By

Attorney-in-Fact

Issuing Agency Contact Name: _____
(Please Print)

Company Name: _____

Phone No.: _____

Address: _____

Approved & Accepted by:

Director of Public Works

Approved as to form and legal sufficiency:

County Attorney

Approved & Accepted by:

Real Property Administrator