



One Time Sewer Repair Agreement – Private Line

Tax Account No.* _____

THIS ONE TIME SEWER REPAIR AGREEMENT (“Agreement”) is made this ____ day of _____, 20____, by and between the City of Annapolis, a municipal corporation of the State of Maryland (“City”) and _____ (the “Property Owner”).

WHEREAS, the Property Owner owns real property in the City of Annapolis that is serviced by a private sewer line collectively owned and utilized by the Property Owner and eight (8) other properties (the “Sewer Line”); and

WHEREAS, the City has agreed to add a manhole to and reline the Sewer Line through City-acquired grant funding (the “Project”), as further described below; and

WHEREAS, the Property Owner is entering into this Agreement to acknowledge that the Project is a one-time only service by the City, and that ownership of, responsibility for and liability for the entire Sewer Line, jointly and severally, remains that of the Property Owner and the eight (8) other using properties (collectively, the “Sewer Line Owners”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and understandings stated herein, and other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. Definitions.

a. "Property" refers to the land in Annapolis, Maryland, known as _____, and described in a deed dated _____, _____ and recorded among the land records of Anne Arundel County, Maryland in liber _____, page _____.

b. "Project" refers to [insert detailed description of Project].

c. As applicable if the Property Owner consists of two (2) or more individuals or entities:

- (1) Each and any individual and/or entity that comprise the Property Owner shall have joint and several liability for each of the obligations of this Agreement.
- (2) Notice to any individual and/or entity that comprises the Property Owner shall suffice to meet the notice obligations of this Agreement.
- (3) Consent given by any individual and/or entity that comprises the Property Owner pursuant to this Agreement shall suffice to constitute consent of both.

d. The Sewer Line Owners collectively refer to the Property Owner, and the property owners and their respective successors and assigns of the following properties: [insert other property addresses].

2. Construction.

a. The Property Owner hereby authorizes the City to perform the Project on the Property in accordance with all applicable City standard practices and procedures, including any requirements of the Annapolis City Code and State law.

b. The City, through City-acquired grant funding, shall construct the Project, in part, on the Property in accordance with this Agreement and all applicable City standard practices and procedures, including any requirements of the Annapolis City Code and State law.

c. Upon final approval by the City Department of Public Works of the Project, which shall be at the sole determination by the City Department of Public Works, the Project shall be considered completed and the City obligations under this Agreement shall be filled in full.

3. Routine Maintenance and Repair after Project is Completed.

a. The Property Owner, at its sole cost and expense, and in coordination with the other Sewer Line Owners, shall timely perform routine maintenance, repairs and replacement of the entire Sewer Line in accordance with this Agreement, applicable law, and industry standards for sewer lines. The Property Owner understands that its responsibilities

pursuant to this subparagraph, and this Agreement generally, shall be considered joint and severable with the other Sewer Line Owners, and the City, in its sole discretion, has the right to enforce this Agreement against just the Property Owner for the entire Sewer Line without pursuing any action against any of the other Sewer Line Owners.

b. All future maintenance, repair and replacement of the Sewer Line pursuant to this Paragraph and this Agreement shall be subject to the City's permit process and inspection.

c. **The Property Owner understands and agrees that once the City Department of Public Works has issued final approval of the Project in accordance with Paragraph 2(c) above, the City shall have no further responsibility or liability to maintain, repair, or replace the Sewer Line.**

d. **The Property Owner further understands and acknowledges that the City is not responsible for any personal injury, damages resulting from personal injury, including death, and property damage/loss suffered as a result of the Project, and any related activities, for any reason whatsoever, except for gross negligence on the part of the City, officials, officers, employees, contractors and agents.**

e. **In consideration of the City completing the Project, at no cost to the Property Owner, the Property Owner, on behalf of himself/herself and his/her heirs and assigns, hereby forever releases, waives, discharges, and covenants not to sue the City, its elected officials, appointees, directors, employees, agents, contractors and representatives, and forever waives its right to initiate, make or file any claim, cause of action, or legal proceeding whether now known or later discovered, including but not limited to, any and all loss, liability, damage, claim, cost or expense arising out of or in connection with the Project, except if such loss, liability, damage, claim, cost, or expense is caused by the gross negligence of the City, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law**

4. Records.

The Property Owner, in coordination with the other Sewer Line Owners, shall maintain all existing and subsequently generated records relating to the maintenance, repair and replacement of the Sewer Line, and produce them to the City upon the City's request.

5. Recordation; Binding.

a. It is expressly agreed that this Agreement shall be recorded among the land records of Anne Arundel County, and that the duties and responsibilities of this Agreement shall run with the title to the Property.

b. Subject to Paragraph 9 of this Agreement, the parties and their respective successors, assigns and purchasers shall be entitled to all of the rights and privileges of this Agreement and shall be bound by all of its duties and responsibilities. All references to the "Property Owner" herein shall be interpreted to specifically refer to all of the Property Owner's successors, assigns and purchasers, without regard to privity with the City under this Agreement.

c. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the City or any successor quasi-governmental authority. Subject to Paragraph 9 of this Agreement, successor owners of record of the Property and/or the successors and assigns of the Property Owner may assign their benefits, rights, duties and obligations hereunder either as part of the conveyance of the Property as an entirety or severally as part of the conveyances of portions of the Property.

6. Indemnification.

a. The Property Owner shall forever indemnify, defend and hold harmless the City, its elected officials, appointees, directors, employees, agents, contractors and representatives from and against all liability for injuries to persons, including death, and damage to City property and other property arising from acts or omissions of the Property Owner, its officers, agents, employees, contractors, patrons, volunteers, guests or invitees resulting in connection with the maintenance and repair of the Sewer Line in accordance with this Agreement.

b. Property Owner indemnification does not limit any immunity which the City, its elected officials, appointed officers, directors, employees, agents, contractors and representatives are entitled to assert, and includes all costs and expenses, including attorney's fees, whether or not related to administrative or judicial proceedings.

c. The City, in its sole discretion, may participate in handling its own defense or exclusively handle its own defense, and select its own attorneys, including the City Attorney. The indemnification for attorney fees applies whether or not the City Attorney or other attorney handles the defense.

7. Assignment.

a. Except in connection with a fee simple transfer of the property, no assignment by the Property Owner of any obligations of this Agreement shall be effective without the City's prior written approval and the prior written acknowledgement of the assignee agreeing to comply with the obligations of this Agreement.

b. Any City-approved assignment shall be in writing which, along with the City's consent and the assignee's

acknowledgment, shall be recorded among the land records of Anne Arundel County, Maryland, at the Property Owner's sole cost and expense.

8. Waiver.

a. No delay or omission on the part of the City to exercise any right or option granted to the City under this Agreement, in any one or more instances shall constitute a waiver of the City's rights hereunder and each such right or option shall remain continuously in full force and effect.

b. The Property Owner hereby understands and agrees that this Agreement shall not waive any rights, powers or remedies that the City may have pursuant to the City Code, at law or in equity.

9. No Partnership.

Nothing contained in this Agreement shall be construed in a manner to create any relationship between the parties other than expressly specified herein, and the parties shall not be considered partners or co-venturers for any purpose on account of this Agreement.

10. Severability.

In the event any one or more of the provisions of this Agreement shall for any reason be held by a court or other lawful authority to be invalid, illegal or unenforceable, in whole or in part or in any other respect, the remaining provisions hereof shall not be affected thereby, and the Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

11. Governing Law.

This Agreement and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to this Agreement shall be the Courts of Anne Arundel County, Maryland. The parties waive trial by jury in all actions brought pursuant to this Agreement.

12. Captions and Headings.

The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

13. Integration; Modification.

a. This Agreement is the final and entire agreement of the parties concerning all matters having to do with the Stormwater Management System. The parties acknowledge that there are no other understandings or representations, oral or written, regarding the subject or matters having to do with the Stormwater Management System.

b. None of the terms or provisions of this Agreement may be changed, waived, or modified exempt by written instrument executed by both parties hereto.

14. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or such other address and/or such other individual as a party may identify in writing to the other party:

To the City: Department of Public Works
145 Gorman Street, 2nd Floor
Annapolis, Maryland 21401
Attn: Director

With a Copy to: City Attorney
160 Duke of Gloucester Street
Annapolis, Maryland 21401

To the Property Owner: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under Seal as of the day and year written below.

PROPERTY OWNER:

_____ By: _____ (Seal)
Witness Name: _____
Title: _____

_____ By: _____ (Seal)
Witness Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 20____, before the subscriber, a Notary Public in and for the State and County aforesaid personally appeared _____, known to me or satisfactorily proven to be the person whose signature is above, and he/she has signed this Management Agreement in my presence and acknowledged that he/she is authorized to sign this Management Agreement, and that it is his/her free and voluntary act made for the purposes set forth therein.

AS, WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 20____, before the subscriber, a Notary Public in and for the State and County aforesaid personally appeared _____, known to me or satisfactorily proven to be the person whose signature is above, and he/she has signed this Management Agreement in my presence and acknowledged that he/she is authorized to sign this Management Agreement, and that it is his/her free and voluntary act made for the purposes set forth therein.

AS, WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

ATTEST:

CITY OF ANNAPOLIS:

Regina C. Watkins-Eldridge, MMC, City Clerk

By: _____ (Seal)
Gavin Buckley, Mayor

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

OFFICE OF LAW
D. Michael Lyles, City Attorney

Return to:
Ashley E. Leonard
City of Annapolis
Office of Law
160 Duke of Gloucester Street
Annapolis, MD 21401