

INSPECTION AND MAINTENANCE
OF PRIVATE ON-SITE STORMWATER MANAGEMENT FACILITY AGREEMENT
DECLARATION OF COVENANTS

This Declaration and Agreement made this _____ day of _____, 20__, by and between _____, hereinafter referred to as the "Covenantor(s)", owner(s) of the property located at:

hereinafter referred to as the "subject property", and the County Commissioners of Charles County, Maryland, a public body corporate and politic, organized under the laws of the State of Maryland, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, the Covenantor(s) desire(s) to develop or redevelop all or portions of the subject property; and

WHEREAS, prior to said developing or redeveloping, the Covenantor(s) is/are required by the Charles County Stormwater Management Ordinance to provide for certain stormwater management and to obtain a Development Services Permit, hereinafter alternatively referred to as "Permit"; and

WHEREAS, the Covenantor(s) has/have applied for permit for land disturbing activity at the subject property and desire(s) to utilize a privately owned and operated stormwater management facility located on the subject property (alternatively referred to hereinafter as the "on-site facility" or the "facility"); and

WHEREAS, the Charles County Stormwater Management Ordinance requires that as a condition of the issuance of a Permit for development or redevelopment of properties to be served by a privately owned and operated stormwater management facility, an inspection and maintenance agreement be executed by the applicant(s) for a Permit prior to release of bonds covering stormwater management; and

WHEREAS, Covenantor(s) has/have full authority to execute this Declaration and Agreement so as to bind the subject property and all its current and future owners, successors and assigns.

NOW, THEREFORE, in consideration of the issuance by the County of Development Services Permit No. _____, and in accordance with the requirements of the Charles County Stormwater Management Ordinance, the Covenantor(s) does/do hereby covenant and agree(s) as follows:

1. The Covenantor(s) shall construct and/or provide for the maintenance of the on-site facility to insure that said facility is and remains in proper working condition in accordance with approved design standards and with applicable laws, rules and regulations. If necessary, the Covenantor(s) shall levy regular or special assessments against any and all present or subsequent owners of other property served by the facility to insure that the facility is properly maintained.

2. The County shall inspect the facility. If, after reasonable notice by the County, the Covenantor(s) shall fail to construct, repair, maintain or operate the facility within a reasonable period of time (30 days maximum) in accordance with the approved design standards and with the law and all applicable rules and regulations, the County is obligated to enter onto the facility and perform all necessary construction, repair, maintenance and operating work, and may assess the Covenantor(s) for the cost of said work. Said

assessment shall be a lien against the subject property and may be placed on the property tax bill of said property and collected as ordinary taxes by the County. The County at its option may use any other measure approved by the Board of Commissioners to collect the cost of the repairs to include any associated administrative costs. If property other than the subject property is also served by the facility and is the subject of a similar Inspections and Maintenance Agreement with the County, the owner(s) of all such properties shall be jointly and severally liable for the cost of any and all work performed by the County pursuant to this paragraph, and all said properties are jointly and severally subject to the imposition of liens pursuant to the provisions of this paragraph.

3. The Covenantor(s) does/do hereby grant and shall continue to grant the County, its successors, agents and contractor(s) the right of entry to the facility for the purpose of inspecting, and, if necessary, operating, installing, constructing, reconstructing, maintaining, or repairing the facility, and shall provide and maintain perpetual access from public rights-of-way to the facility for the County its successors, agent(s) and contractor(s) for said purposes. The Covenantor(s) shall also grant to the County easements and rights-of-way necessary for the foregoing purposes.

4. The Grantor acknowledges that the County may exercise its emergency authority provided for by Law.

5. The Covenantor(s) shall indemnify and save the County harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the facility.

6. The Covenantor(s) shall notify the County of the legal and/or equitable transfer of any of the Covenantor(s) responsibilities for the facility within thirty (30) days of such transfer and shall supply the County with a copy of any documents of transfer, executed by both parties.

7. This Declaration of Covenants and Agreement in no way relieves the Covenantor(s) of responsibility for providing stormwater drainage, in addition to the on-site stormwater management facility, as it may be deemed necessary by the County or other appropriate agency.

8. This Agreement and the covenants contained herein shall run with the land and shall bind the Covenantor(s) and the Covenantor(s) heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

9. The Covenantor(s) shall record this Declaration and Agreement in the Land Records of Charles County, Maryland and shall provide the County with documentary proof of that recordation within ten (10) days of said recordation.

IN WITNESS WHEREOF, the Covenantor(s) have executed this Declaration of Covenants and Agreement as of this ____ day of _____, 20__.

WITNESS

DATE

SEAL

WITNESS

DATE

SEAL