

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

This Inspection and Maintenance of Private On-Site Stormwater Management Facility Agreement and Declaration of Covenants (hereinafter referred to as the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Covenantor") and the **County Commissioners of Charles County, Maryland**, a body corporate and politic (hereinafter referred to as the "the County");

**WHEREAS**, the Covenantor is the owner of the property located at \_\_\_\_\_, which was obtained by deed dated \_\_\_\_\_, the same being recorded among the Land Records of Charles County, Maryland in Liber \_\_\_\_\_, Folio \_\_\_\_\_, which is identified on Tax Map \_\_\_\_\_, Grid \_\_\_\_\_ as Parcel \_\_\_\_\_ (hereinafter referred to as the "Subject Property");

**WHEREAS**, the Covenantor desires to develop or redevelop all or portions of the Subject Property; and

**WHEREAS**, prior to said developing or redeveloping, the Covenantor is 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 has applied for (and has been issued) a permit for land disturbing activity at the subject property and desires 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 the 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 for said Permit; and

**WHEREAS**, the Covenantor has full authority to execute this 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 parties agree as follows:

1. The Covenantor shall construct and/or provide for the maintenance of the on-site facility to ensure 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 shall levy regular or special assessments against any and all present or subsequent owners of other property served by the facility to ensure that the facility is properly maintained.
2. The County shall inspect the facility. If, after reasonable notice by the County, the Covenantor 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 may enter onto the facility and perform

all necessary construction, repair, maintenance and operating work, and may assess the Covenantor 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. 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 does hereby grant to the County, its successors, agents and contractor(s) a perpetual 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.
4. The Covenantor acknowledges that the County may exercise its emergency authority provided for by Law.
5. The Covenantor shall indemnify and hold the County (and its employees and agents) 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. This Agreement in no way relieves the Covenantor 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.
7. This Agreement and the covenants contained herein shall run with the land and shall bind the Covenantor and the its heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the Subject Property.

**WITNESS** the hands and seals of the parties hereto:

(signatures appear on the pages that follow)

**COVENANTOR**

\_\_\_\_\_(seal)  
Printed Name  
Title:

STATE OF MARYLAND, CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing to be his/her duly authorized act.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_(seal)  
Notary Public  
My commission expires: \_\_\_\_\_

ATTEST:

**COUNTY COMMISSIONERS OF  
CHARLES COUNTY, MARYLAND**

\_\_\_\_\_

\_\_\_\_\_  
President

Approved for Acceptance:

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Director  
Planning and Growth Management

\_\_\_\_\_  
County Attorney