

Grading Permit #: GP#

Tax Map: Map Map #, Grid Grid #, Parcel Parcel #

Street Address (if applicable): Insert Address

INSPECTION AND MAINTENANCE COVENANT, EASEMENT, AND AGREEMENT FOR STORMWATER MANAGEMENT COMPLIANCE

This Inspection and Maintenance Covenant, Easement, and Agreement for Stormwater Management Compliance ("Agreement") is made _____ ("Effective Date") by and between Legal name of owner, Owner, and the Commissioners of St. Mary's County, a body corporate and politic ("County"). The County is a political subdivision of the State of Maryland exempt from recording fees pursuant to *Real Property Article* §3-603(a) and recordation tax pursuant to *Tax-Property Article* §12-108(a)(1)(iv) of the *Annotated Code of Maryland*.

WHEREAS, it is necessary to protect, maintain, and enhance the public health, safety, and general welfare of the land and citizens of St. Mary's County by establishing minimum requirements that control the adverse impacts associated with stormwater runoff.

WHEREAS, the Stormwater Management, Grading, Erosion, and Sediment Control Ordinance for St. Mary's County, Maryland requires current and future persons or entities having legal title to property where stormwater management practices ("SWM-1") are located to provide for the maintenance and repair of those SWM-1 in perpetuity.

DEFINITIONS and AGREEMENT

1. "Owner" means the current title holder/s of the Property.
2. "Property" means the real property, as described in the deed recorded with the Land Records Division of the St. Mary's County Circuit Court Clerk's Office at **Liber (Book): Insert Book Number Folio (Page): Insert Page Number** and any fixtures thereupon as of the Effective Date.

NOW THEREFORE, Owner, for itself, its executors, heirs, successors, and assigns, does agree that:

1. Owner shall provide for the repair and maintenance of all SWM-1 located on the Property, currently constructed or intended to be constructed, and keep all SWM-1 in proper working condition in accordance with the design and details as shown on the SWM-1 plan(s) pertaining to the Property including revisions to the SWM-1 plan(s) as approved, and applicable standards, rules, regulations and laws, including (but not limited to) necessary grass cutting and trash removal as part of the regular maintenance.
2. Owner grants to County 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 SWM-P.
3. Within thirty (30) days after receipt of written notice from County of deficiencies and required corrective action, Owner shall provide to County for review and approval, a plan of

corrective action detailing the method and schedule of corrective action.

4. If Owner fails to submit or implement the required plan of corrective action, County may elect to perform all necessary maintenance and repairs to place the SWM-1 in proper working condition at Owner's expense.

5. The cost and expenses incurred by County shall constitute a lien on the Property. Owner shall reimburse County for costs and expenses incurred in the maintenance and repair within thirty (30) days of County's request. If Owner does not reimburse County within 30 days of request, then a lien shall be established and enforced by County pursuant to the Maryland Contract Lien Act as provided for in the *Real Property Article* of the *Annotated Code of Maryland*.

6. Owner shall release, discharge, and forever hold harmless, indemnify, and defend County, its agents, officials, employees, and contractors from all causes of action, claims, judgments, damages, penalties, or losses, including attorney's fees, arising from the Owner's construction, maintenance, or use of a SWM-1 or from the Owner's lack of or negligence in construction, maintenance, or use of a SWM-1, saving and except for negligence or willful misconduct caused by the County.

7. This Agreement and its contained representations runs with the land, binds the Property, and binds Owner, their immediate grantees, heirs, executors, successors, and any and all future owners of any portion of the Property.

8. This Agreement shall be recorded in the Land Records of St. Mary's County, Maryland.

9. A copy of the recorded Agreement and the applicable approved SWM-1 Plan shall be attached to any Building Permit application and any Grading Permit application for any lot or parcel of the Property.

10. Except as provided for in paragraph 7 above, Owner's obligations in this Agreement shall not be assignable to any person or entity.

11. Owner, for itself and its grantees, heirs, executors, successors, and any and all future owners of the any portion of the Property agrees to make specific references to this Agreement in a separate "Notice Paragraph" in any contract, deed, lease, or other legal instrument by which any possessory or equitable interest in the Property is conveyed.

12. The Notice Paragraph shall provide notice to the purchaser or lessee of the Property that:

One or more Stormwater Management Practices are located on the Property. Stormwater Management Practices may not be readily apparent or noticeable. A Stormwater Management Practice may not be modified, relocated, or removed from the Property unless it is replaced in a manner approved by the Commissioners of St. Mary's County, Maryland and without adverse impact on neighboring and adjoining properties. The purchaser or lessee shall be responsible, at its sole expense, for any required maintenance, repair, or replacement of the Stormwater

Management Practices.

13. Failure of Owner to include the Notice Paragraph in the deed or lease shall not affect the obligation and duties of any purchaser or lessee of all or any portion of the Property.

14. No change, modification, or waiver of any part of this Agreement shall be valid unless it is in writing and signed by authorized representative of the County and the Owner. No waiver of a breach or violation of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach or violation of the same or any other term, covenant, or condition in this Agreement.

15. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, exclusive of its conflict of law rules.

16. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

17. This Agreement shall be construed as covenants applicable to the Property and a violation shall not be construed as causing a reversion of title.

ACKNOWLEDGMENT of the Agreement is witnessed by the signatures below.

COUNTY:

James Gotsch, Director
for St. Mary's County Department of
Public Works and Transportation

Approved as to Form and Legal Sufficiency:

County Attorney

OWNER:

Owner's/ Representative Signature

Owner's / Representative Printed Name

Owner's Title (if Owner is not individual)

NOTARY CERTIFICATE

State of Maryland

County/City of _____

On this _ day of _____, 20____, before me, the undersigned officer, personally appeared _____, satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that such person executed the same for the purposes therein contained.

In witness hereof I hereunto set my hand and official seal

Notary Public

My Commission Expires On: _____