

INSPECTION AND MAINTENANCE AGREEMENT

THIS INSPECTION AND MAINTENANCE AGREEMENT made this _____ day of _____, _____, by and between _____

and _____, his/her/its personal representatives, executors, heirs, successors and assigns, hereinafter referred to as the "Owner," owner of certain property lying and situate in the _____ Election District of Calvert County, Maryland, Subject Property Address _____

and more particularly described in a deed recorded among the land records of Calvert County, Maryland, at Liber _____, Folio _____, hereinafter referred to as the "Subject Property," and the Board of County Commissioners of Calvert 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 Owner's desire to develop or redevelop a portion of the Subject Property; and

WHEREAS, prior to said development or redevelopment, the Owner is required by Chapter 123 of the Code of Calvert County (the "Stormwater Management Regulations") to provide for certain stormwater management and to obtain a Grading and/or Building Permit, hereinafter alternatively referred to as "Permit"; and

WHEREAS, the Owner has applied for a Permit for land disturbing activity at the Subject Property and desire to utilize a privately owned and operated stormwater management facilities located on the Subject Property (alternatively referred to hereinafter as the "On-Site Facilities", or the "Facilities"); and

WHEREAS, the Stormwater Management Regulations require that prior to 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 Owner for a Permit; and

WHEREAS, in furtherance of Owner's desire to comply with the aforementioned provision of the Calvert County Code, the Owner is now entering into this Inspection and Maintenance Agreement.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the issuance by the County of a Permit and in accordance with the requirements of the Stormwater Management Regulations and the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Owners do hereby agree as follows:

1. Owner shall construct or cause to be constructed On-Site Stormwater management Facilities and shall provide for the maintenance of the On-Site Facilities to ensure that said Facilities are and remains in proper working condition in accordance with the Maryland Department of Environment standards and with applicable laws, rules, and regulations. If necessary, the Owners shall levy regular or special assessments against any and all present or subsequent owners of other property served by the Facilities to ensure that the Facilities are properly maintained.
2. This Inspection and Maintenance Agreement in no way relieves the Owner 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.
3. Owner shall provide and maintain inspection records prepared by a Professional Engineer licensed in the State of Maryland for the On-Site Facilities and supply them to the Department of Public Works @ Public.Works@calvertcountymd.gov attention Project Management Division on the first (1) year and every three (3) years thereafter and/or upon request from the County to ensure that said On-Site Facility is and remains in proper working condition in accordance with the approved site development plan, approved design standards and applicable laws, rules, and regulations.
4. The owner is hereby prohibited from altering the On-Site Facilities without prior approval from the Department of Public Works.
5. Owner shall provide access to the On-Site Facilities at all reasonable times for inspection by the County or its Agents or Contractors. The County or its Agents or Contractors shall notify the Owners thirty (30) days prior to an inspection.
6. County may, but is not obligated to, inspect the Facility. If, after reasonable notice by the County as per the Stormwater Management Regulations, the Owner shall fail to construct, reconstruct, repair, maintain or operate the Facilities in accordance with the approved site development plans, design standards, the law, and all applicable rules and regulations, the County may, but is not obligated to, enter onto the Subject Property and perform all necessary work, and may assess the Owners for the cost of said work. Said assessment shall be a lien against the Subject Property, the outstanding balance of which may be added to the property tax bill of said Subject Property and collected as ordinary taxes by the County. If property other than the Subject Property is also served by the Facilities and is subject of a similar Inspection 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.
7. The Owner acknowledge that the County may exercise its emergency authority as provided by law.
8. The Owner hereby indemnifies and saves the County, its employees, successors, agents, and assigns, 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 Facilities.
9. Owner shall by covenant or other valid legal mechanism approved by the County Office of Law, provide for uniform regular or special assessment of all property owners affected by the private stormwater management Facilities to ensure that the private stormwater management Facilities are properly maintained in accordance with the Maryland Department of Environment standards and with applicable laws, rules, and regulations in effect at the time of this Agreement or as amended.

10. If the Owner or any other party subject to this Agreement, after reasonable notice by the Department of Public Works, fails to correct a violation of this agreement the Department of Public Works may perform or cause to be performed, any necessary work to correct the violation and return the Facilities to a proper condition.
11. It is specifically understood and agreed that all costs of performing necessary work to correct a violation shall be levied and collected from the Owner of all properties subject to this Agreement in accordance with the provisions of Chapter 123 of the Calvert County Code, or as amended.
12. This Agreement shall survive the execution of any deed, contract or agreement by Owner or any other party with an interest in the Subject Property and the conveyance of any interest therefrom shall not merge therein.
13. This Agreement shall bind upon and run with the Subject Property as a covenant.
14. This Agreement shall inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors, and assigns, as appropriate.
15. This Agreement shall be construed in accordance with the laws of the State of Maryland Without giving effect to its choice of law provisions and any action brought hereunder shall be brought in the courts of this State, with venue solely in Calvert County.
16. This Agreement contains the full and final agreement between the parties and no other matter or variation therefrom unless in writing and duly executed by the parties hereto, shall be considered as part of this Agreement.
17. Owner by signature below hereby warrants that all property Owners subject to this Agreement have signed below and have joined in this Agreement.
18. This Agreement shall not be effective, nor shall any permits be issued until this Agreement is recorded among the Land Records of Calvert County.

IN WITNESS WHEREOF, the Owner(s) have executed this INSEPCION AND MAINTENANCE AGREEMENT by their hand(s) and seal(s) on the date first written above.

WITNESS:

OWNER:

Signature

Signature (Seal)

Printed Name: _____

Printed Name: _____

WITNESS:

OWNER:

Signature

Signature (Seal)

Printed Name: _____

Printed Name: _____

INDIVIDUAL ACKNOWLEDGMENT

(Use When an Individual is Executing the Instrument)

STATE OF _____, City/County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____ [Name] and _____ [Name] personally known to me or satisfactorily proven to me to be the aforesaid **Owners**, and said Owner acknowledged the foregoing Inspection and Maintenance Agreement to be said Owners' voluntary act and deed.

WITNESS my hand and notarial seal.

NOTARY PUBLIC

My Commission expires: _____

THIS IS TO CERTIFY that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland.

Office of the County Attorney
Calvert County, Maryland

Approved for form and legal sufficiency:

Office of the County Attorney
Calvert County, Maryland

Date