

INSPECTION AND MAINTENANCE AGREEMENT
OF
STORMWATER MANAGEMENT FACILITIES

THIS INSPECTION AND MAINTENANCE AGREEMENT OF STORMWATER MANAGEMENT FACILITIES (*Agreement*), is made this ___ day of _____, _____, by and between _____ (*Owners*), owners of the following property: _____ (*Property*) and the Board of County Commissioners of Washington County, Maryland (*County*),

RECITALS

The Owner(s) have constructed or intend to construct the following described stormwater management facility (*SWM Facility*) on the Property:

Property Address: _____

Recorded Plat No./Deed Reference: _____

Name, Number or Location of Stormwater Management Facility: _____

The parties acknowledge that the Stormwater Management Ordinance for Washington County, Maryland (*Ordinance*) requires owners of stormwater management facilities to provide for certain maintenance and repair of such stormwater management facilities.

NOW THEREFORE, in consideration of the promises and covenants contained herein and other good a valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree and acknowledge:

1. The Owner(s) has full authority to execute deeds, mortgages and other covenants concerning the Property and is possessed of all rights, titles, and interests in the Property.
2. The Owner (s) shall provide for the maintenance and repair of the SWM Facility to ensure that it remains in the same or better condition as it existed on the date that the SWM Facility received as-built approval from the Deputy Director - Land Development Engineering of Washington County and that it remains in proper working condition and repair in accordance with approved design standards, rules and regulations, applicable laws, the Ordinance, and the construction plans approved by the Deputy Director - Land Development Engineering of Washington County, dated _____ (*Plans*). The Owner(s) shall perform necessary repairs, landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
3. If necessary, the Owner(s) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
4. The Owners(s) hereby grants to the County or its agents and contractors 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 Facility.

5. Should the Owner(s) fail to maintain or repair the SWM Facility or correct any defects within a reasonable period of time (30 days maximum) after written notice from the County, the County is authorized to perform the necessary maintenance or repairs and may assess the Owner(s) and the owners of any properties served by the facility for the cost of the work and any applicable penalties. Said assessment shall be a lien against the Property and all properties served by the facility and may be placed on the property tax bill of the Property and said other property and collected as ordinary taxes by the County. The Owner(s) shall maintain perpetual access from public rights-of-way to the facility for the County or its agents and contractors.
6. The Owner(s) shall indemnify, hold harmless, and defend the County, its agents and contractors from any and all claims, suits, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any persons or property arising from the construction, maintenance, and use of the SWM Facility.
7. This Agreement and covenants contained herein shall run with the land, shall bind the Property and all properties served by the SWM Facility and shall be binding on the Owner(s), their heirs, executors, successors, and assigns, subsequent owners of the Property, their heirs, executors, successors, and assigns, and all owners of properties, present or subsequent, served by the SWM Facility, their heirs, executors, successors, and assigns.
8. The County shall record this Agreement in the Land Records of Washington County, Maryland.
9. This Agreement and the obligations herein shall not be assignable without the prior written approval of the County.
10. This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement or referenced herein. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the Owner(s) and the County. Neither party's waiver of the other's 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.
11. This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.
12. The Recitals are hereby incorporated as substantive provisions of this Agreement.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed as of the day and year first above written.

FOR INDIVIDUALS/PARTNERSHIPS/LIMITED LIABILITY COMPANIES

Witness:

By

_____(SEAL)
(Signature) (Title) _____

_____(SEAL)
(Signature) (Title) _____

FOR CORPORATIONS

Attest/Witness:

_____(SEAL)
President (Signature)

Owner/Developer Individual Name: _____
Company Name: _____
Phone No.: _____
Address: _____

ATTEST:

FOR THE COUNTY

Joni L. Bittner, Clerk

John F. Barr, President
Board of County Commissioners of
Washington County, Maryland

STATE OF MARYLAND, COUNTY OF _____, to-wit:

I hereby certify that on this _____ day of _____, 20____, before the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (he) (she) executed the same for the purposes therein contained.

In witness whereof, I have affixed my official seal.

My Commission Expires: _____

Notary Public

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I hereby certify that on this _____ day of _____, 20____, before the subscribed, a Notary Public of the State of Maryland, and for the County of Washington, personally appeared John F. Barr, President of the Board of County Commissioners of Washington County, Maryland (the "Board"), and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Board by himself as President.

In witness whereof, I have affixed my official seal.

My Commission Expires: _____

Notary Public

Approved as to form
and legal sufficiency:

Accepted and approved
for recording:

County Attorney

Real Property Administrator

Mail to:
Joseph Kuhna, Real Property Administrator
Washington County Division of Public Works
100 West Washington Street, Room 238
Hagerstown MD 21740-4735

]