

INSPECTION AND MAINTENANCE AGREEMENT
OF
STORMWATER MANAGEMENT FACILITIES
FOR
SUBDIVISION PROPERTY

THIS INSPECTION AND MAINTENANCE AGREEMENT OF STORMWATER MANAGEMENT FACILITIES FOR SUBDIVISION PROPERTY (*Agreement*), is made this ____ day of _____, 20____, 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) has requested that the following described stormwater management facility (*SWM Facility*) enter the maintenance period required by the Stormwater Management Ordinance for Washington County, Maryland (*Ordinance*):

Property Address: _____
Subdivision Name/Section or Phase: _____
Recorded Plat No.: _____
Name, Number or Location of Stormwater Management Facility: _____

The County agrees to permit the SWM Facility to enter the maintenance period required by the Ordinance on the terms as outlined in this Agreement.

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 described above.
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 Director of Permits and Inspections/Code Official 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 Director of 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 Owner(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. After written notice is given to the Owner(s) by the County to correct a violation of the maintenance or repair obligations hereunder, the Owner(s) shall provide to the County for review and approval, within ninety (90) days after receipt of such notice, a plan of corrective action detailing the method of correction and when corrective action shall be complete. If after approval of the plan of corrective action by the County, satisfactory corrections are not made by the Owner(s) within one hundred and fifty (150) days following written notice to the Owner(s) of such approval, the County may perform all necessary maintenance and repairs to place the SWM Facility in proper working condition as required by this Agreement. The Owner(s) may be assessed the cost of such work and any applicable penalties. This may be accomplished in any manner determined appropriate by the County in accordance with Maryland law.
6. The Owner(s) shall indemnify, hold harmless, and defend the County, its agents, and contractors from any and all claims, 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 or transferable without the prior written approval of the County, except to a subsequent transferee who receives title to the Property.
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]

Witness:

_____ (SEAL)
(Signature)

Printed Name

Witness:

_____ (SEAL)
(Signature)

Printed Name

Developer (if not owner): _____
Phone No.: _____
Address: _____

[FOR ENTITIES, (i.e. corporations, partnerships, limited liability companies)]

ATTEST/WITNESS:

_____ (Entity Name)
_____ BY: _____ (SEAL)
(Signature)

(Printed Name and Title)

Developer (if not owner): _____
Phone No.: _____
Address: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND
FOR THE COUNTY

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

[For Individuals]

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

I hereby certify that on this _____ day of _____, 20____, before the subscriber, 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 _____, COUNTY OF _____, to-wit:

I hereby certify that on this _____ day of _____, 20____, before the subscriber, 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

[For Entities: i.e. corporations, partnerships, limited liability companies]

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

I hereby certify that on this _____ day of _____, 20____, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ (the "Corporation, Partnership, or LLC") and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation/Partnership/LLC by himself/herself as such _____ and certifying that this conveyance is not a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation/Partnership/LLC.

In witness whereof, I have affixed my official seal.

My Commission Expires: _____

Notary Public

[The County]

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:
Real Property Administrator
Washington County Division of Engineering
747 Northern Avenue
Hagerstown MD 21742-2723