



**INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT
FOR
STORMWATER MANAGEMENT PRACTICES
LOCATED ON A PRIVATELY OWNED RESIDENTIAL SINGLE LOT**

This Inspection and Maintenance Covenants and Agreement for Stormwater Management Practices (AGREEMENT), is made this _____ day of _____, **20** by and between _____ ("OWNER"), owners of the below identified property ("PROPERTY") and Frederick County, Maryland, a body corporate and politic of the State of Maryland ("COUNTY").

PROPERTY INFORMATION*OFFICE USE ONLY*

Subdivision/Development Name (if available): _____ Lot No. _____

Address: _____

Recorded Plat No./Deed Reference: _____

SWM-ESD

Practice Type: _____ Location: *

Practice Type: _____ Location: *

Practice Type: _____ Location: *

Practice Type: _____ Location: *

Practice Type: _____ Location: *

Practice Type: _____ Location: *

** Or as amended by approved as-built drawing**(ATTACH ADDITIONAL SHEETS AS NECESSARY)*

The aforementioned parties to this AGREEMENT do hereby acknowledge that the Stormwater Management Ordinance for Frederick County, Maryland requires current and future persons or entities having legal title to the PROPERTY where Stormwater Management Practices (SWM-ESD) are located must provide for the maintenance and repair of said SWM-ESD in perpetuity.

WHEREAS it is necessary to provide notice to future OWNERS of the PROPERTY of the existence of the SWM-ESD on the property and the related maintenance responsibilities.

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

1. The OWNER has full authority to execute deeds, mortgages and other covenants concerning the PROPERTY and is possessed of all rights, title, and interests in the PROPERTY.

2. The OWNER, for themselves and their respective successors and assigns, covenants and agrees to provide for the repair and maintenance of ALL of the SWM-ESD located on the PROPERTY, currently constructed or intended to be constructed, and keep the SWM-ESD in proper working condition in accordance with the design and details as shown on the COUNTY approved Plan No. _____ OR as shown on the plan approved with Permit No. _____ attached hereto and inclusive with this agreement, along with all applicable standards, rules, regulations and laws, including necessary grass cutting and trash removal as part of the regular maintenance.
3. The OWNER 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-ESD.
4. If during inspection problems are observed, the COUNTY will provide written notice to the OWNER regarding the nature of the problem and the corrective action required. The OWNER shall within thirty (30) days after receipt of such notice, provide to the COUNTY for review and approval, a plan of corrective action detailing the method of correction and when corrective action shall be complete. The COUNTY will approve said corrective action plan and reinspect as appropriate. If found acceptable the OWNER will be notified in writing.
5. If the OWNER has been unresponsive to the initial notice or has failed to properly correct the identified problem in the prescribed manner and within a reasonable timeframe, the COUNTY will pursue any available enforcement actions which may include civil citations and criminal prosecution. The COUNTY may elect to perform all necessary maintenance and repairs to place the SWM Facility in proper working condition as required by this Agreement. The COUNTY may recover its costs by placing a lien on the property and/or adding the costs incurred to the PROPERTY taxes to be collected as such.
6. The OWNER 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 person or property arising from the OWNER's negligence in the construction, maintenance, or use of the SWM-ESD.
7. This AGREEMENT and covenants contained herein shall run with the land, shall bind the PROPERTY and shall be binding on the OWNER, its heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property.
8. The COUNTY shall record this AGREEMENT in the Land Records of Frederick County, Maryland.

9. This AGREEMENT and the obligations herein shall not be assignable without the prior written approval of the COUNTY.
10. The OWNER and its successors and assigns 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 which shall provide notice to the purchaser or lessee of the PROPERTY that:
 - A. One or more SWM-ESD(s) is located on the PROPERTY;
 - B. The SWM-ESD may not be readily apparent or noticeable;
 - C. The SWM-ESD may not be modified, relocated or removed from the PROPERTY unless it is replaced in a manner which is approved by COUNTY and has no adverse impact on neighboring and adjoining properties;
 - D. The purchaser or lessee shall be responsible, at their sole expense for any required maintenance of the SWM-ESD.
11. This AGREEMENT constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. There are no other promises or other agreements, oral or written, express or implied between the parties with respect to the subject matter hereof 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 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.
12. 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.
13. The OWNER shall promptly provide the COUNTY with a copy of the deed of conveyance for the PROPERTY from the OWNER to the first purchaser, and if the first purchaser is a builder, the builder shall provide the COUNTY with a copy of the deed of conveyance to the first purchaser of the improved PROPERTY, which deed shall contain the notice described in paragraph No. 10 of this AGREEMENT, including a copy of the approved plan showing the location of the SWM-ESD.

This document is **exempt from Recording Fees and Surcharges** under Section 3-603(a), Real Property Article and Section 13-604(c)(1), Courts and Judicial Proceedings Article, Annotated Code of Maryland, and **exempt from Recordation Taxes and/or Transfer Taxes and Fees** under Sections 12-108(a)(iv), 13-207(a)(1), and 13-402.1(b)(2), Tax-Property Article, Annotated Code of Maryland.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals as of the date first written above.

COUNTY SIGNATORY

WITNESS/ATTEST:

FREDERICK COUNTY, MARYLAND

By:

Director

(SEAL)

Department of Permits and Inspections

OWNER SIGNATORY

CORPORATION OR PARTNERSHIP NAME

(If Applicable)

Witness

Signature:

(SEAL)

Name and Title *(Please Print)*

Witness

Signature:

(SEAL)

Name and Title *(Please Print)*

Reviewed and approved as to form:

County Attorney

(Notarial for: SOLE OWNERSHIP, CO-OWNERSHIP AND PARTNERSHIPS)

STATE OF _____ COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared _____ who is either known to me (or satisfactorily proven) to be the party whose name(s) is/are subscribed to within the instrument, and acknowledged that he/she executed same for the purposes therein contained.

IN WITNESS WHEREOF,
I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

(Notarial for: CORPORATIONS, LIMITED PARTNERSHIPS, TRUSTEES AND LLCs)

STATE OF _____ COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared _____ who is either known to me (or satisfactorily proven) to be and who acknowledged himself/herself to be the _____ of _____ a body corporate, and that he/she was authorized by the corporation to execute this instrument for the purposes contained herein.

IN WITNESS WHEREOF,
I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

(Notarial for: FREDERICK COUNTY; DIRECTOR OF DEPARTMENT OF PERMITS AND INSPECTIONS)

STATE OF _____ COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged him/herself to be the Director of the Dept. of Permits and Inspections for Frederick County, Maryland, that in his/her capacity as director, being authorized to do so, executed the foregoing instrument on behalf of Frederick County, Maryland, a body corporate and politic, for the purposes therein contained.

IN WITNESS WHEREOF,
I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____