

G.P. _____
Tax Map / Parcel # _____

**INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

Subdivision / Site Name: _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter referred to as the "OWNER(S)" of the property recorded at Liber No. _____, Folio No. _____, and St. Mary's County, Maryland, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the COUNTY and agree as follows:

1. The OWNER(S) covenant and agree with the COUNTY that they shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall grant to the COUNTY, or the COUNTY'S agent or contractor, the right of entry upon subject property to ensure compliance with this agreement. In the event the property is determined to be in non-compliance with the agreement, the COUNTY may take reasonable measures to bring the subject property in to compliance.
3. The OWNER(S) shall grant to the COUNTY necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the COUNTY, or the COUNTY'S agent or contractor.
4. The OWNER(S) shall allow Health Department personnel to enter the property to inspect the stormwater management facility and will comply with Health Department orders to eliminate insect or animal infestation or to correct unsanitary conditions.
5. The OWNER(S), their successors, or assigns shall be responsible for all costs incurred by the COUNTY in enforcing this agreement including, but not limited to, removing, restoring and/or repairing inlets/outlets, outfall channels, emergency spillways, vegetation and sedimentation to ensure proper functioning of the facility.
6. The Agreement shall provide that in the event of a breach of this agreement, the COUNTY may enforce the provisions of this agreement through a court of competent jurisdiction and may seek additional relief including, but not limited to, additional damages and injunctive relief.
7. The OWNER(S) shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.

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- 8. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S) heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
- 9. The OWNER(S) shall record this agreement in the Land Records of the County.

ATTEST:

FOR THE OWNER(S):

Signature

Title

STATE OF

COUNTY OF

I hereby certify that on this ____ day of _____, 20 ____, before the subscribed, a Notary Public of the State of _____, and the County of _____, aforesaid personally appeared _____ and did acknowledge the foregoing instrument to be their act.

In testimony whereof, I have affixed my official seal.

Notary Public

My Commission Expires:

REVIEWED BY:

FOR THE COUNTY:
ST. MARY'S COUNTY DEPARTMENT OF
PUBLIC WORKS

John J. Groeger, P. E.
Deputy Director

George A. Erichsen, P.E.
Director