

**AGREEMENT AND DECLARATION OF COVENANTS AND BLANKET EASEMENTS -
INSPECTION AND MAINTENANCE OF PRIVATE ON-SITE STORMWATER MANAGEMENT FACILITY**

THIS AGREEMENT AND DECLARATION OF COVENANTS AND BLANKET EASEMENTS ("Agreement"), made this _____ day of _____, 20__, by and between _____, a _____, hereinafter referred to as the "Covenantor(s)", and the Town of La Plata, a municipal corporation, organized under the laws of the State of Maryland, hereinafter referred to as the "Town":

WITNESSETH:

WHEREAS, Covenantor(s) is/are the owner(s) of all or part of the property obtained by the Covenantor(s) from _____, by deed dated _____, recorded among the land records of Charles County, Maryland, in Liber _____, folio _____, and shown as Lot(s) _____ on a plat entitled "_____", recorded among the Plat Records of Charles County, Maryland in Plat Book _____, page _____, also known as the _____ project, hereinafter referred to as the "subject property"; and

WHEREAS, the Covenantor(s) desire(s) to develop or redevelop all or portions of the subject property as shown on approved plans dated _____, 20____; and

WHEREAS, prior to said developing or redeveloping, the Covenantor(s) is/are required by the Town of La Plata Stormwater Management Ordinance to provide for certain stormwater management and to obtain a Grading and Building Permit, hereinafter alternatively referred to as "Permit"; and

WHEREAS, the Covenantor(s) has/have applied for a building and/or grading permit for land disturbing activity at the subject property and desire(s) to utilize one or more privately owned and operated stormwater management facilities, consisting of ponds, pipes, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters, disconnects, or other installed or built appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the subject property (hereinafter referred to individually as a "Facility" collectively as the "Facilities"); and

WHEREAS, the Town of La Plata Stormwater Management Ordinance requires that as a condition of the issuance of a Permit for development or redevelopment of properties to be served by one or more privately owned and operated stormwater management facilities, an inspection and maintenance agreement and easements be executed by the applicant(s) for a Permit prior to release of bonds covering stormwater management; and

WHEREAS, Covenantor(s) has/have full authority to execute this Agreement so as to bind the subject property and all its current and future owners, heirs, personal representatives, successors and assigns.

NOW, THEREFORE, in consideration of the issuance by the Town of a Building or Grading Permit, and in accordance with the requirements of the Town of La Plata Stormwater Management Ordinance, the Covenantor(s) does/do hereby covenant and agree(s) as follows:

1. The Covenantor(s) shall construct and/or provide for the maintenance of the Facilities and improvements at the subject property, which includes both structural and nonstructural practices, to ensure that each Facility is and remains in proper working condition to allow the proper flow, absorption, and storage of stormwater and/or groundwater within the Facility in accordance with approved design standards and with applicable laws, rules and regulations.
2. The Town may inspect each Facility. If, after reasonable notice by the Town, the Covenantor(s) shall fail to construct, repair, maintain, clear, or operate the Facility within a reasonable period of time, not to exceed 30 days, in accordance with the approved design standards, the law and all applicable rules and regulations, the Town may, but is not obligated to, enter onto the subject property and perform all necessary construction, repair, maintenance and operating work, and to clear and remove any obstructions now or hereafter located, and may assess the Covenantor(s) for the cost of said work. The assessment shall be a lien against the subject property. Such costs shall be levied, collected and enforced as Town real estate taxes are now, or may hereafter be, by law levied and collected, and shall have the same priority rights, bear the same interest and penalties, constitute a lien upon the real property so assessed, be placed upon the property tax bill and in every respect be treated the same as Town real estate taxes. Such costs shall also be personal obligations of the owner(s) of the subject property at the time the costs are incurred, and may be collected accordingly.
3. The Covenantor(s) does/do hereby grant and shall continue to grant the Town, its successors, assigns, agents and contractor(s), a blanket easement in, on, through and across the subject property to inspect, and, if necessary, operate, install, construct, reconstruct, clear, maintain, and/or repair each Facility. Covenantor(s) shall provide and maintain perpetual access from public rights-of-way to each Facility for the Town, its successors, agent(s) and contractor(s) for said purposes. Covenantor(s) warrant(s) that it/they is/are seized of the subject property and has/have the right to convey the easement(s); that there are no encumbrances; that Town shall have quiet enjoyment of the easements so granted; and that Covenantor(s) shall execute such further assurances as may be required.
4. Covenantor(s) does/do hereby further covenant and agree that they shall not plant any trees or shrubs, that they will not erect any buildings or similar structures of any kind, in, on, or over any Facility or access way to said area except as may have been provided as part of the original approved plans, and that they will not use the subject property in any way that will obstruct or hinder the Town's exercise of its easement rights as provided for in this Agreement.
5. The Covenantor(s) acknowledge that the Town may exercise its emergency authority provided for by Law.

- IN WITNESS WHEREOF, the Covenantor(s) have executed this Agreement as of this ____ day of _____, 20__.

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

ATTEST:

TOWN OF LA PLATA

By: _____(SEAL)
Brent Manuel, Town Manager

STATE OF MARYLAND, COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY that on the ____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Brent Manuel, known to me or satisfactorily proven to be the Town Manager of the Town of La Plata, a political subdivision of the State of Maryland, and acknowledged that, being duly authorized to do so, he executed the within instrument on behalf of the Town of La Plata for the purposes therein contained.

WITNESS my hand and Notarial seal.

Notary Public

My Commission expires:_____