

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

This Declaration of Covenants and Easement, made this _____ day of _____, 20__, by and between _____, a _____, hereinafter referred to as the "Covenantor(s)", owner(s) of the property shown on a plat(s) entitled "_____", also known as the _____ project, hereinafter referred to as the "subject property", and the Town of La Plata, a public body corporate and politic, organized under the laws of the State of Maryland, hereinafter referred to as the "Town":

WITNESSETH:

WHEREAS, the Covenantor(s) desire(s) to develop or redevelop all or portions of the subject property; 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 permit for land disturbing activity at the subject property and desire(s) to utilize a privately owned and operated stormwater management facility, contained within the _____ easement as shown on Exhibit "A", attached hereto and incorporated herein by reference, located on the subject property (alternatively referred to hereinafter as the "on-site facility" or the "facility"); 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 a privately owned and operated stormwater management facility, 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 Declaration of Covenants and Easements so as to bind the subject property and all its current and future owners, successors and assigns.

NOW, THEREFORE, in consideration of the issuance by the Town of La Plata's 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 on-site facility to insure that said facility is and remains in proper working condition to allow the proper flow and storage of stormwater and/or groundwater within the easement in accordance with approved design standards and with applicable laws, rules and regulations.
2. The Town shall inspect the facility. If, after reasonable notice by the Town, the Covenantor(s) shall fail to construct, repair, maintain or operate the facility within a reasonable period of time (30 days maximum) in accordance with the approved design standards and with the

law and all applicable rules and regulations, the Town may, but is not obligated to, enter onto the facility and perform all necessary construction, repair, maintenance and operating work, and may assess the Covenantor(s) for the cost of said work. The assessment shall be a lien against all property subject to and benefited by the systems and facilities described in this Agreement. Such costs shall be assessed, 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 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, agents and contractor(s) the following easements: an easement for the right of entry to the facility from public rights-of-ways, and an easement for the right to inspect, and, if necessary, operate, install, construct, reconstruct, maintain, and/or repair the facility. Covenantor(s) shall provide and maintain perpetual access from public rights-of-way to the facility for the Town, its successors, agent(s) and contractor(s) for said purposes. Covenantor(s) warrants that it is seized of the property subject to the easements and has 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. Said easements, in total, _____ square feet, or ____ acres depicted on Exhibit A as “_____” incorporated herein by reference being on, through, over, under and across the right of way within the Town and premises obtained by the Covenantor(s) from _____, by deed recorded on _____, among the land records of Charles County, Maryland in Liber _____, folio _____.
5. The Covenantor(s) acknowledge that the Town may exercise its emergency authority provided for by Law.
6. The Covenantor(s) shall indemnify and save the Town harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the facility.
7. The Covenantor(s) shall notify the Town of the legal and/or equitable transfer of any of the Covenantor(s) responsibilities for the facility within thirty (30) days of such transfer and shall supply the Town with a copy of any documents of transfer, executed by both parties.
8. This Agreement and Declaration of Covenants and Easement in no way relieves the Covenantor(s) of responsibility for providing stormwater drainage, in addition to the on-site stormwater management facility, as it may be deemed necessary by the Town or other appropriate agency.
9. This Agreement, the covenants contained herein, and the easements granted herein, shall run with the land and shall bind the Covenantor(s) and the Covenantor(s) heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

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