

**INSPECTION AND MAINTENANCE COVENANT, EASEMENT AND AGREEMENT
FOR STORMWATER MANAGEMENT COMPLIANCE**

This Inspection and Maintenance Covenant, Easement and Agreement for Stormwater Management Compliance, made _____, by and between: _____ ("OWNER") and the Commissioners of St. Mary's County ("COUNTY").

WHEREAS, the Stormwater Management, Grading, Erosion and Sediment Control Ordinance for St. Mary's County, Maryland requires current and future persons or entities having legal title to the PROPERTY (hereinafter collectively "OWNER) where Stormwater Management Practices (SWM-P) are located to provide for the maintenance and repair of a SWM-P in perpetuity,

NOW THEREFORE, the Owner, for itself and its successors and assigns, does hereby covenant and agree that:

1. A current OWNER shall provide for the repair and maintenance of ALL of the SWM-P located on the PROPERTY owned by the OWNER, currently constructed or intended to be constructed, and keep the SWM-P in proper working condition in accordance with the design and details as shown on the SWM-P Plan(s) pertaining to the lots and parcels described as follows:

_____ including revisions to the SWM-P Plan(s) as approved, and applicable standards, rules, regulations and laws, including (but not limited to) necessary grass cutting and trash removal as part of the regular maintenance.

2. The OWNER hereby grants to the COUNTY, 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-P.
3. A current OWNER shall, within thirty (30) days after receipt of written notice from the COUNTY of deficiencies and the corrective action required, provide to the COUNTY, for review and approval, a plan of corrective action detailing the method and schedule of corrective action.
4. If the current OWNER fails to submit or implement the required plan of corrective action, the COUNTY may elect to perform all necessary maintenance and repairs to place the SWM-P in proper working condition at the current OWNER'S expense. The cost and expenses incurred by the COUNTY shall constitute a lien on the PROPERTY. The lien shall be established and enforced by the COUNTY pursuant to the Maryland Contract Lien Act as provided for in the *Real Property Article* of the *Annotated Code of Maryland*.
5. 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 a SWM-P.
6. 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.

7. This AGREEMENT shall be recorded in the Land Records of St. Mary's County, Maryland. A copy of the recorded AGREEMENT and the applicable approved SWM-P Plan shall be attached to any application for a Building Permit for any lot and parcel described above.
8. The obligations hereunder shall not be assignable to any person or entity other than an immediate grantee to, or successor in interest of, a current OWNER, and the obligations and the duties herein shall run with the PROPERTY described herein, and shall be binding upon the subsequent owner of all or any portion of the PROPERTY described herein with respect to the PROPERTY acquired by them, and said owner shall be automatically deemed the "Owner" as defined hereunder and any obligation of the Owner shall mean and refer to the person who is the owner of the PROPERTY.
9. The OWNER, for itself 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-P are located on the PROPERTY.
 - B. A SWM-P may not be readily apparent or noticeable.
 - C. A SWM-P may not be modified, relocated or removed from the PROPERTY unless it is replaced in a manner approved by COUNTY and without adverse impact on neighboring and adjoining properties.
 - D. The purchaser or lessee shall be responsible, at its sole expense, for any required maintenance of the SWM-P.

The failure of the Owner to include such notice in the deed shall not affect the obligation and duties of any purchaser or lessee of all or any portion of the PROPERTY as set forth herein.

10. No change or modification of, or waiver under, this AGREEMENT shall be valid unless it is in writing and signed by authorized representative of the COUNTY. No waiver of a 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 shall be 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. This Agreement shall be construed as covenants applicable to the PROPERTY and a violation hereof shall not be construed as causing a reversion of title.

IN WITNESS the hand and seal of the OWNER.

_____ (SEAL)

STATE OF MARYLAND: COUNTY OF ST. MARY'S:

The undersigned a Notary Public in and for the County and State aforesaid, duly commissioned and acting, do hereby certify that on _____, personally appeared

before me _____, to me personally known, or satisfactorily proven, to be the person who signed the foregoing Declaration, and who, being by me duly sworn, acknowledged under oath that the affiant is authorized to execute the foregoing Declaration, acknowledged that the same as a voluntary act and deed, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Notary Public
My Commission Expires: _____