

Project Name _____ Planning and Zoning Number _____

QUEEN ANNE'S COUNTY

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

THIS AGREEMENT, made this _____ day of _____, 20_____,
by and between _____, hereinafter referred to as the
“OWNER (S)” of the following property upon which is constructed a certain Stormwater Management
Facility/Facilities: _____, Tax Map(s)_____,
Parcel(s)_____, Lot(s) _____ and QUEEN ANNE'S COUNTY, MARYLAND, hereinafter referred to
as the “COUNTY”.

WITNESSETH:

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

1. The OWNER (S) 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. If necessary, the OWNER (S) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
3. The OWNER (S) shall grant the COUNTY or its agent and contractor 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 facility.
4. 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 its agent and contractor.
5. Should the OWNER (S) fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after written notice by the COUNTY, the COUNTY is authorized to perform the necessary maintenance or repairs and may assess the OWNER (S) served by the facility for the cost of the work and any applicable penalties. Said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bill of said property and collected as ordinary taxes by the COUNTY.
6. 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.
7. 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.
8. The OWNER (S) shall record this Agreement in the land records of the COUNTY.

9. The OWNER (S) shall attach a legal description of the referenced property with an approved plat, no larger than 11 inches by 17 inches sheet, with this document.

IN WITNESS WHEREOF, the OWNER (S) and the COUNTY have executed this AGREEMENT as of this _____ day of _____, 20_____.

ATTEST:

FOR THE OWNER (S)

SIGNATURE (S)

PRINTED NAME (S)

Address

Phone

ATTEST:

FOR THE COUNTY

Date: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 20_____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, and acknowledged the foregoing instrument to be their Act.

IN TESTIMONY WHEREOF, I have affixed my Official Seal.

Notary Public

My Commission expires: _____

I HEREBY CERTIFY THAT this instrument was prepared by a party to the instrument.

SIGNATURE AND DATE:

PRINTED NAME & TITLE:

Chief of Engineering, Department of Public Works
Queen Anne's County