G.P. _____

INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this ___ day of _____, 19____, by and between _____ _____, hereinafter referred to as the "OWNER(S)" of the following property: _____ _____, 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 its agent or 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.

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 its agent and contractor.

4. The Agreement shall provide that, should maintenance not be properly performed, to the detriment of other properties or the public, a court of competent jurisdiction, after due notice, shall order the work performed and a lien for the cost of the work and any penalties placed on the property which shall be collected as real estate taxes by the COUNTY.

5. 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.

6. 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.

7. The OWNER(S) shall record this AGREEMENT in the Land Records of the COUNTY.

ATTEST:

_____

FOR THE OWNER(S):

_____

_____
Title

STATE OF _____

COUNTY OF _____

I hereby certify that on this ___ day of _____, 19_, before the subscribed, a Notary Public of the State of _____, and the County of _____, aforesaid personally appeared _____ and did acknowledge the aforegoing 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

_____
George A. Erichsen, P.E.
Director