INSPECTION & MAINTENANCE AGREEMENT
FOR
PRIVATE STORMWATER MANAGEMENT PRACTICES

THIS AGREEMENT, made this ______ day of______________, 20___
between Cecil County, herein after the ‘COUNTY’, and ______________________________
_____________________________________, hereinafter the “OWNERS”;

WHEREAS, on May 3, 2011, Cecil County adopted the Cecil County Stormwater Management
Ordinance which establishes certain criteria for design, construction, and maintenance of
stormwater management practices within Cecil County, and;

WHEREAS, ___________________________________________ are the OWNERS in
fee simple of all that lot or parcel of land situated in the _____Election District of Cecil County,
Maryland, containing _______ acres, more or less, as conveyed unto OWNERS by deed dated
__________________________and recorded among the Land Records of Cecil County at liber/folio
__________________________(“Property”) and;

WHEREAS, ___________________________________________ are in the process of developing
the property to be known as ________________________________, Tax Map ______,
Parcel(s) ______ under the Zoning Ordinance and Subdivision Regulations of Cecil County.

NOW, THEREFORE OWNERS hereby covenants and declares that the property and premises
shall be held under and subject to the following covenants, agreements, conditions, easements,
reservations and restrictions which it is hereby agreed shall be covenants running with the land
and binding upon the Declarant, its successors and assigns, and which are hereby imposed for the
benefit of each lot or parcel of land to be developed within the property. Each lot or parcel is
considered ‘served’ by the facilities if they were developed conditional on the stormwater
management facilities being installed and maintained.
INSTALLATION OF STORMWATER MANAGEMENT PRACTICES

1. The **OWNERS** of the subject property as shown on the plat/plan entitled ______ _____________________________ as part of the construction and/or installation of a structure on this lot shall install _____________________________ for the purpose of stormwater management. Said plat represents lot(s) recorded or to be recorded and is intended to be filed as a stormwater management plan in the Cecil County Department of Public Works.

INSPECTION AND MAINTENANCE

2. Each **OWNER** shall provide for the maintenance of the _____________________________ to ensure that the facilities are and will remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws. The **OWNERS** shall perform necessary landscaping (grass cutting, etc.) servicing and trash removal as part of regular maintenance.

3. **OWNERS** hereby grant unto the Cecil County Department of Public Works ("**DEPARTMENT**") or its agent and contractor for 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. **OWNER/FUTURE OWNER** agree to execute such documents necessary to grant unto the **DEPARTMENT** all easements and rights-of-way necessary for ingress and egress for the purposes provided above and **OWNER/FUTURE OWNER** further agree to maintain such perpetual easements and rights-of-way from public rights-of-way to the facility for the benefit of the **DEPARTMENT** or its employees and/or agents.

ENFORCEMENT

5. Should the **OWNER/FUTURE OWNER** fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after proper written notice by the **DEPARTMENT**, the **DEPARTMENT** is authorized to perform the
necessary maintenance or repairs and may assess the OWNER/FUTURE OWNER 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.

6. If necessary the OWNER/FUTURE OWNER shall have the authorization to levy regular or ‘special assessments’ against all present or subsequent owners of the properties served by the facilities to ensure that the facilities are properly maintained.

**BINDING EFFECT**

7. The covenants contained herein shall apply to and bind the OWNERS 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 failure of a lot owner or builder to install _______________________________ on the lot(s) referenced herein prior to the release of the “Certificate of Use and Occupancy” for any structure constructed thereon shall not release the OWNERS from the responsibility to fully implement the requirements stated herein above.

**MODIFICATION**

9. This AGREEMENT may not be modified without the written consent of the Cecil County Department of Public Works, their successors or assigns.

**INVALIDATION**

10. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions contained herein which shall remain in full force and effect.

11. OWNERS shall indemnify and save the DEPARTMENT harmless from any and all claims for damages to persons or project arising from the construction, maintenance, and use of the stormwater management facility as a result of activities conducted by the OWNERS contractor or agents.
IN WITNESS WHEREOF, OWNER has caused these presents to be duly executed the day and year first herein written.

WITNESS: ______________________________

OWNER/DEVELOPER: ____________________________

WITNESS: ______________________________

OWNER/DEVELOPER: ____________________________

STATE OF ___________________________________

COUNTY OF ___________________________________, TO WIT:

I HEREBY CERTIFY that on this _______ day of ____________, _______ before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _______________________________________, and the subscriber acknowledged the foregoing DECLARATION to be the act of said _______________________ and the subscriber further made oath that the subscriber is duly authorized to make this affidavit.

WITNESS my hand and Notaril Seal the day and year first herein written.

__________________________________________

NOTARY PUBLIC

My Commission Expires:
RECOMMENDED FOR APPROVAL:

Plans Reviewer, Division of Development Plans Review  
Kordell Wilen, Chief, Division of Development Plans Review  
Land Use & Development Services

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jason Allison, Esq.  
Counsel for Cecil County