

**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 Notarial 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