

**DECLARATION AND EASEMENT FOR PRIVATE
STORMWATER MANAGEMENT FACILITIES**

THIS DECLARATION AND EASEMENT, made this _____ day of _____, 20____, by and between _____ (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland (the "County").

Explanation

The Owner owns all that real property located in Election District No. ____, in Garrett County, Maryland, the same being a part of that real property conveyed by _____ to the Owner by Deed dated the ____ day of _____, _____, and recorded in Deeds Liber ____, Folio _____, among the Land Records of Garrett County, Maryland (the "Property"). The Owner has applied to the County for the issuance of a grading permit, which, when issued, will relate to improvements to be made by the Owner to the Property. The Owner is required to construct, operate, and maintain stormwater management facilities (the "Facilities") in conjunction with the Owner's use and development of the Property as the Facilities are set forth and described in Grading Permit No. _____ (the "Grading Permit") _____ (Project Name) issued by the County.

The Owner desires to reserve to the Owner and to the County easements on and over the Property to provide for the construction, operation, and maintenance of the Facilities.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner, for his, her, or itself, their personal representatives, successors, and assigns, do hereby declare and covenant that the Property shall be subject to the following easements, covenants, conditions, and servitudes which shall run with the land and be binding upon the Owner, his, her, or its successors, personal representatives, and assigns:

1. The Explanation set forth above is incorporated as a substantive provision of this Agreement.

2. The Property be and is hereby subject to all of the terms and conditions set forth in the Grading Permit for the Facilities issued to the Owner by the County. A copy of the plan of the Facilities is attached hereto, incorporated herein, and marked as Exhibit No. 1.

3. The Owner shall, in perpetuity, maintain the Facilities in working condition and working order, in accordance with the approved design standards, rules, and regulations, and laws that apply, and the Owner shall perform all necessary landscaping, grass cutting, trash removal, or other maintenance as it is or may be necessary, now or at any time in the future, as set forth and described in the Grading Permit.

4. The Owner does hereby grant to the County an easement and right of way over and across the Property and the Owner shall maintain, for and on behalf of the County, a perpetual easement and right of way permitting access from a public right of way to the Facilities.

5. The Owner does hereby grant to the County, its agents, servants, employees, or contractors, the right to enter on the Property at all reasonable times for the purposes of inspecting, constructing, reconstructing, maintaining, repairing, or in any other manner dealing with the Facilities. The provisions of this paragraph notwithstanding, the County shall not be obligated to construct, reconstruct, install, operate, or maintain the Facilities. Any work, labor, or other service provided by the County in conjunction with this Agreement shall be at the sole cost and expense of the Owner of the Property.

6. Should the Owner fail to maintain the Facilities or to correct any defects within a reasonable period of time (thirty (30) days maximum) after proper written notice by the County, the County is authorized to perform the necessary maintenance or repairs and may assess the Owner for the cost of the work and any applicable penalties. Said assessment shall be a lien against all Property served by the Facilities and may be placed on the property tax bill of said Property and collected as ordinary taxes by the County.

7. The Owner 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 Facilities.

8. This Agreement and all of the covenants contained herein shall apply to and bind the Owner's heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the Property served by the Facilities.

9. The Owner shall record this Agreement in the Land Records of Garrett County, Maryland.

IN WITNESS WHEREOF, the Owner and the County have executed this Agreement as of the day and year first above written.

WITNESS:

OWNER:

_____(SEAL)

_____(SEAL)

COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARRETT COUNTY, MARYLAND

Kevin Null,
County Administrator

By _____(SEAL)
_____, Chairman

STATE OF MARYLAND, GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the Managing Member of _____ LLC, a Maryland limited liability corporation, and that he/she, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability corporation by himself/herself as Managing Member.

WITNESS my hand and Notary Seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the Chairman of THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, and that he, as such Chairman, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of the Board by himself as Chairman.

WITNESS my hand and Notary Seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

GORMAN E. GETTY, III