

DECLARATION OF RESTRICTIVE COVENANTS
AND
GRANT OF EASEMENT

This Declaration of Restrictive Covenants and Grant of Easement is made this _____ day of _____, _____, by and between _____ and _____, his/her/its personal representatives, executors, heirs, successors, and assigns, hereinafter referred to as the “Grantors,” owners of certain property lying and situate in the _____ Election District of Calvert County, Maryland, Subject Property Address _____, and more particularly described in a deed recorded among the land records of Calvert County, Maryland, at Liber _____, Folio _____, hereinafter referred to as the “Subject Property,” and the Board of County Commissioners of Calvert County, Maryland, a public body corporate and politic, organized under the laws of the State of Maryland, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Grantors desire to develop or redevelop a portion of the subject property; and

WHEREAS, prior to said development or redevelopment, the Grantors are required by Chapter 123 of the Code of Calvert County (the “Stormwater Management Regulations”) to provide for certain stormwater management and to obtain a Grading and/or Building Permit, hereinafter alternatively referred to as “Permit”; and

WHEREAS, the Grantors have applied for a Permit for land disturbing activity at the subject property and desire to utilize a privately owned and operated stormwater management facilities located on the subject property (alternatively referred to hereinafter as the “On-Site Facilities”, or the “Facilities”); and

WHEREAS, the Stormwater Management Regulations require that prior to the issuance of a Permit for development or redevelopment of properties to be served by a privately owned and operated stormwater management facilities, and inspection and maintenance agreement be executed by the Grantors for a Permit; and

WHEREAS, Grantors have full authority to execute this Declaration and Grant of Easement so as to bind the subject property and all of its current and future owners, successors and assigns.

NOW, THEREFORE, in consideration of the issuance by the County of a Grading Permit and in accordance with the requirements of the Stormwater Management Regulations and the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby covenant and agree as follows:

1. The Grantors shall construct or cause to be constructed On-Site Stormwater Management Facilities and shall provide for the maintenance of the On-Site Facilities to ensure that said Facilities are and remains in proper working condition in accordance with the Maryland Department of Environment standards and with applicable laws, rules, and regulations. If necessary, the Grantors shall levy

regular or special assessments against any and all present or subsequent owners of other property served by the Facilities to ensure that the Facilities are properly maintained.

2. The County may, but is not obligated to, inspect the Facilities. If, after reasonable notice by the County as per the Stormwater Management Regulations, the Grantors shall fail to construct, repair, maintain or operate the Facilities in accordance with the Maryland Department of Environment standards and the law and all applicable rules and regulations, the County may, but is not obligated to, enter onto the Facilities and perform all necessary construction, repair, maintenance and operating work, and may assess the Grantors for the cost of said work. Said assessment shall be a lien against the Subject Property, the outstanding balance of which may be added to the property tax bill of said Subject Property and collected as ordinary taxes by the County. If the Facility also serves property other than the Subject Property and is subject of a similar Declaration and Grant of Easement with the County, the owner(s) of all such properties shall be jointly and severally liable for the cost of any and all work performed by the County pursuant to this paragraph, and all said properties are jointly and severally subject to the imposition of liens pursuant to the provisions of this paragraph.
3. The Grantors acknowledge that the County may exercise its emergency authority as provided by law.
4. The Grantors hereby indemnify and save the County, its employees, successors, agents, and assigns, harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the Facilities.
5. This Declaration of Restrictive Covenants and Grant of Easement in no way relieves the Grantors of responsibility for providing stormwater drainage, in addition to the on-site stormwater management facilities, as it may be deemed necessary by the County or other appropriate agency.
6. The Grantors do hereby grant and convey unto the County the use of easements being identified as Storm Drain Easements and Stormwater Management Access and Maintenance Easements as shown on the plat entitled _____ recorded among the Land Records of Calvert County, Maryland in Liber _____ Folio _____.

AND THE GRANTORS further grant to the County, its employees, agents, contractors and subcontractors, a right-of-entry on, over, above and through the Subject Property to perform investigations, conduct tests and observe the Facilities defined herein. Should the County exercise its right granted herein to construct, reconstruct, repair or otherwise maintain the Facilities defined herein at the sole cost and expense of the Grantors, the Grantors further warrant, guarantee, assure and provides the County, its employees, agents, contractors or subcontractors such additional easement and right-of-entry on, over, above and through the Subject Property as deemed necessary by the County.

The covenants and grant of easement contained herein shall run with the land and shall bind the Grantors and the Grantors' heirs, executors, administrators, successors, and assigns, and shall bind all present and subsequent owners of the Subject Property. Should the Subject Property be transferred or sold by the Grantors, the obligation for any assessment under Paragraph 2 above shall be the sole responsibility of the subsequent owner(s). Grantors shall have no liability for any

such assessment should they no longer own the Subject Property. Grantors' obligation of indemnification under Paragraph 4 above shall solely be limited to claims arising from Grantors' installation, construction, failure, reconstruction, maintenance, repair, operation, and use of the Facility and not for any such acts by any subsequent owner(s).

IN WITNESS WHEREOF, the Grantor(s) have executed this DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT by their hand(s) and seal(s) on the date first written above.

WITNESS:

GRANTOR:

Signature

Signature

Print Name: _____

Print Name: _____

WITNESS:

GRANTOR:

Signature

Signature

Print Name: _____

Print Name: _____

INDIVIDUAL ACKNOWLEDGEMENT

(Use When an Individual is Executing the Instrument)

STATE OF _____, City/County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____ [Name] and _____ [Name] personally known to me or satisfactorily proven to me to be the aforesaid **Grantor**, and said Grantor acknowledged the foregoing Declaration of Restrictive Covenants and Grant of Easement to be said Grantor's voluntary act and deed.

WITNESS my hand and notarial seal.

NOTARY PUBLIC

My Commission expires: _____

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

Office of the County Attorney
Calvert County, Maryland

Approved for form and legal sufficiency:

Office of the County Attorney
Calvert County, Maryland

Date