



DECLARATION OF COVENANTS

INSPECTION/MAINTENANCE OF STORMWATER MANAGEMENT FACILITY AND/OR WATER QUALITY FACILITIES

Parcel ID# _____

THIS DECLARATION, made this ____ day of _____, 20__ by and between _____, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the following property: _____, Gaithersburg, Maryland, and the City of Gaithersburg hereinafter referred to as the "CITY".

WITNESSETH:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the CITY as follows:

1. The COVENANTOR(S), shall provide maintenance for stormwater management and water quality facilities, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in properly working condition in accordance with approved design standards, and with the law and applicable regulations.
2. If necessary, the CITY shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
3. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-way to the FACILITY for the CITY, its employees, agents and contractors.
4. The COVENANTOR(S) shall grant the CITY, its employees, agents and contractors a right of entry to the FACILITY for the purpose of inspecting, operating, monitoring, installing, constructing, reconstructing, modifying, maintaining or repairing the FACILITY.
5. If, after reasonable notice by the CITY, the COVENANTOR(S) shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable regulations, the CITY may perform all necessary reconstruction, modification, repair and maintenance work, and the CITY may assess the COVENANTOR(S) and/or all owners of property 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 bills of said properties and collected as ordinary taxes by the CITY.
6. The COVENANTOR(S) shall promptly notify the CITY when the COVENANTOR(S) legally transfer any of the COVENANTOR(S)' ownership interest and/or responsibilities for the FACILITY. The COVENANTOR(S) shall supply the CITY with a copy of any document of transfer, executed by both parties.
7. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.
8. This covenant shall be recorded in the County Land Records.



IN WITNESS WHEREOF, the COVENANTOR(S) has executed this DECLARATION OF COVENANTS as of this ____ day of _____, 20__.

ATTEST:

COVENANTOR(S)

By: _____
Title: _____

By: _____
Title: _____

STATE OF MARYLAND
COUNTY OF _____

I hereby certify that on this ____ day of _____, 20__, before the subscribed, a Notary Public of the State of Maryland, and for the County of _____, aforesaid personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself/herself/themselves to be the _____(title) of _____, authorized so to do, executed the foregoing instrument on behalf of the entity for the purposes therein contained, by signing the name of the entity by himself/herself/themselves.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

INFORMATION FOR RECORDING

Tax Account Number _____
Record Legal Description _____
Lot/Block or Parcel Number _____
Street Address of Parcel _____

Name and Address of Parties to Instrument and Their Interest

Approved for legal sufficiency:

N. Lynn Board, City Attorney

Return to:
City Manager's Office
City of Gaithersburg
31 Summit Avenue
Gaithersburg, MD 20877-2098