



Frequently Asked Questions: Grant of Stormwater Management Right of Entry and Maintenance Agreement

What is stormwater?

Stormwater runoff from rain causes erosion and carries pollutants into our streams. Stormwater management systems (Systems) are practices, such as dry wells, that help slow stormwater down, preventing erosion of stream banks. The Systems also help to clean the stormwater before it reaches local streams. The State of Maryland requires the inspection and maintenance of Systems to make sure they continue to provide protection of our waterways.

What is the Grant of Stormwater Management Right of Entry and Maintenance Agreement?

The Grant of Stormwater Management Right of Entry and Maintenance Agreement (Agreement) is a legal document giving the County the option to access to your property to inspect the condition of existing System(s). It also describes who is responsible for maintenance of the System(s). This document is signed by the property owner and applies to all present and future owners.

Why is this required?

The Agreement satisfies the requirements of State and County Law. County law requires all stormwater management systems have an inspection and maintenance agreement signed and recorded before the Erosion and Sediment Control Permit is issued. This Agreement is used to ensure inspection and maintenance of the System(s), and to ensure that the System(s) will not be removed by future owners of the property. The County encourages property owners to self-inspect and certify the condition of their System.

What resources are available to help me inspect and maintain the System(s)?

The Department of Environmental Protection (DEP) wants to work with property owners to make this process as easy as possible. We can provide you with the resources you need to perform your yearly inspections and required maintenance. We are developing an on-line inspection form to assist owners in inspecting and maintaining the System(s). The form will be tied to the Water Quality Protection Charge Credit (WQPC) Program, making it easy for the owner to apply for a credit at the time of inspection. If a property owner uses the on-line form on a yearly basis, it is less likely that the DEP will have to inspect the System(s). We also have a series of 2-page facility maintenance fact sheets for the Systems(s) available on the website. DEP representatives are also available to meet with you to provide guidance on maintaining your System(s). Please contact Audra Lew 240-777-7761 or Audra.Lew@MontgomeryCountyMD.gov for more information.

How often must I inspect and maintain the System(s)?

By Law, the System(s) are required to be inspected every 3 years. DEP recommends owners inspect the System(s) on an annual basis and perform maintenance as necessary.

Who will be accessing my property to inspect the System(s)?

DEP anticipates that most property owners will inspect their own System(s). In cases where owners are not able to inspect their own System(s) or require some assistance, DEP representatives (or authorized agents) can meet with you to conduct the inspections. DEP will also need to conduct a small number of audit inspections every 3 years. Should your property be chosen for an audit inspection, you will be contacted so that an inspection can be scheduled at your convenience.

Water Quality Protection Charge (WQPC) Credit Program

Now that you are maintaining stormwater management system(s) on your property, you are eligible to take advantage of the WQPC credit program. The WQPC raises funds to support the County's clean water initiatives to improve stream and water quality and prevent stormwater pollution. The credit program reduces an owner's charge by giving credit for the treatment the stormwater management system provided on the property.

For More information please visit

www.montgomerycountymd.gov/DEP/water/stormwater-facilities.html

Or contact:

Audra.Lew@MontgomeryCountyMD.gov

**REMOVE THIS PAGE PRIOR TO RECORDING:
FOR INFORMATIONAL PURPOSES ONLY**

Montgomery County
Department of Environmental
Protection
255 Rockville Pike
Rockville, MD 20850

**GRANT OF STORM
WATER MANAGEMENT
RIGHT OF ENTRY
AND MAINTENANCE
AGREEMENT**

Parcel ID# _____

THIS STORMWATER MANAGEMENT RIGHT OF ENTRY AND MAINTENANCE AGREEMENT (the "Right of Entry" or "Agreement") is made this _____ day of _____, 20__ by and between _____, its successors and assigns (the "Grantor") and **MONTGOMERY COUNTY, MARYLAND**, its successors and assigns (the "County"). The Grantor and the County are hereinafter referred to collectively as the "Parties".

WHEREAS, _____ is the owner of certain real property located in Montgomery County, Maryland, which property is described as: (i.e., Lot__, Block__, P.B.__, Plat No.__)

(the "Property"); and

WHEREAS, one of the goals of the stormwater protections required under State and County law is to maintain after development, as nearly as possible, the pre-development runoff characteristics of properties, and to reduce stream channel erosion, pollution, siltation and sedimentation, and local flooding by implementing environmental site design to the maximum extent practicable and using appropriate structural best management practices only when necessary; and

WHEREAS, the Property is being developed and has, or will have, a stormwater management system (the "System"), as defined in County law, that is to be constructed, maintained and repaired substantially in accordance with certain plans approved in a sediment control permit; and

WHEREAS, County law provides for certain inspection, maintenance and repair responsibilities, including the requirement that prior to issuance of a sediment control permit, the Grantor must execute an easement and inspection and maintenance agreement that gives the County a perpetual right of access to the Property to inspect, modify, or maintain the System as needed to assure that the System remains in proper working condition; and

WHEREAS, the Grantor desires to provide this Right of Entry to the County over, through, and under the Property as provided herein; and

WHEREAS, the County desires to accept the grant of the Right of Entry subject to the provisions stated below; and

WHEREAS, the Parties desire to provide for the ongoing inspection and maintenance of the System in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) paid by the County to the Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Grantor hereby grants to the County a perpetual right of entry for access to the System at all reasonable times to inspect, operate, monitor, install, construct, reconstruct, modify, maintain, clean, or repair any part of the System as needed to assure that the System remains in proper working condition under approved design, maintenance, and environmental standards, as shown on the approved Record Drawing Plan authorized by Sediment Control Permit _____ and maintained by the Montgomery County Department of Environmental Protection (and also, if applicable, shown on Subdivision Record Plat No. _____ recorded in the Land Records of Montgomery County in Liber ____ at Folio _____), which is incorporated herein by reference as if fully set forth.
2. The Grantor agrees that the Grantor will not obstruct or permit anyone else to obstruct the System during the term of this Right of Entry. The Grantor will not remove the System without the County's prior written consent. Furthermore, the Grantor will not construct any building, structure, obstruction or impediment of any kind in, over, through, or under the System, nor permit the construction of any building, structure, obstruction or impediment on the Property that would interfere with the proper and efficient operation of the System. Grantor further covenants that the Grantor will not perform or permit any activities that would interfere with the proper and efficient operation of the System without the County's prior written consent.
3. The County will at all times have a right of ingress and egress over, through, and under the Property and the right to enter the Property via any road or parking lot located within any common area owned by the Grantor to inspect, maintain, modify, repair, reconstruct, install, construct, reconstruct, alter, replace, operate, and monitor any best management practice within the System located on the Property.
4. The Grantor is responsible for maintaining the entire on-site stormwater management system and must, therefore, perform the inspection and maintenance needed to ensure that the System remains in proper working condition under County-approved design, maintenance, and environmental standards.
5. The County may routinely inspect the System to ensure that the System remains in proper working condition.
6. If, after reasonable notice by the County, the Grantor fails to maintain the System in accordance with this Right of Entry, the County may perform any maintenance needed to correct a condition that impacts the effectiveness of the System and collect any costs incurred as a result from the Grantor in the same manner as real property taxes are collected. In addition, the County may seek reimbursement under any other method legally available to collect debts owed to the County.
7. Except in the case of an emergency, the County will provide not less than seven (7) calendar days' prior notice to the Grantor before performing any inspection of the System or any other work authorized under this Right of Entry. The Grantor agrees that the failure to timely object

after receiving notice from the County constitutes consent to inspection of the Property. If the Grantor objects then the County agrees, in the absence of an emergency, to obtain an administrative search warrant before entering the Property.

8. The County agrees to undertake all reasonable measures to return any area of disturbance resulting from work performed under this Right of Entry to its original condition whenever the County undertakes repairs and maintenance in accordance with this Agreement.
9. No covenant, term, or condition contained in this Right of Entry shall inure to the benefit of any party other than the Grantor and the County and their respective successors and assigns.
10. All of the covenants, terms, and conditions contained in this Right of Entry run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
11. The Grantor represents and warrants that there are no prior encumbrances against the Property that would impair the enforceability of this Agreement.
12. The Grantor specially warrants the Right of Entry granted under this Agreement and agrees to execute, acknowledge, and deliver to or for the County such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Right of Entry, or to confirm or perfect any right created hereunder.
13. In the event of any breach, or threatened breach, of this Agreement by either party hereto, the non-defaulting party shall have the right to any remedy available at law or in equity, including but not limited to, injunctive relief and specific performance.
14. This Right of Entry constitutes the entire agreement between the Parties and may not be modified, amended, or terminated except by an instrument in writing signed by both of the Parties or their successors and assigns.
15. This Right of Entry shall be recorded among the land records of Montgomery County, Maryland.
16. This Right of Entry shall be governed and construed in accordance with the laws of the State of Maryland and the laws of Montgomery County, Maryland.
17. Any forbearance by either the County or the Grantor in exercising any right or remedy afforded under this Right of Entry or by law shall not be a waiver or preclude the exercising of any such right or remedy.
18. Invalidation of any one of these terms or provisions by any Court shall in no way affect any other provisions, which shall remain in full force and effect.
19. The original deed of conveyance from the Grantor, its assigns or successors, and all subsequent transfers, assignments, and deeds of conveyance out by subsequent sellers of the lots designated within the Property, shall contain conspicuous language specifically reciting that each lot is subject to this Stormwater Management Right of Entry and Maintenance Agreement and the

requirements of Chapter 19 of the Montgomery County Code, 2004, as amended, and referencing the date of recordation of this Right of Entry among the land records of Montgomery County, Maryland, including the Liber and Folio reference. Notice must also be included in any contract of sale for a lot that fully and completely discloses the stormwater management system or practices required for the lot. All subsequent sellers of a lot must likewise provide such notice in contracts of sale.

GRANTOR (S):

Witness

Signature

Printed Name

Printed Name

Title

MONTGOMERY COUNTY, MARYLAND

Signature

Signature

Printed Name

Diane Schwartz Jones
Director, Department of Permitting Services

(Jurats follow)

STATE OF
COUNTY OF

: ss

I hereby certify that on this _____ day of _____, 20____, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

STATE OF MARYLAND
COUNT OF MONTGOMERY

I hereby certify that on this _____ day of _____, 20____, before the subscriber, a Notary Public in and for the State of Maryland, and the County of Montgomery, personally appeared Diane Schwartz Jones, Director of the Montgomery County Department of Permitting Services, who acknowledge that she, having been properly authorized, executed the foregoing instrument, voluntarily and for the purposes therein contained. In testimony, I have set my and notarial seal.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

INFORMATION FOR RECORDING:

Parcel I.D. No.: _____

Record Legal Description: _____

Street Address of Parcel: _____

Name and Address of Parties to
Instrument and Their Interest

Grantor(s): _____

County: Montgomery County, Maryland
 101 Monroe Street
 Rockville, Maryland 20850

Certificate

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland
and that the within instrument was prepared under my supervision.

ASSOCIATE COUNTY ATTORNEY

AFTER RECORDATION, PLEASE RETURN TO: