

ACCOUNT NO.

ADDRESS:

DECLARATION OF COVENANTS

This DECLARATION, made this _____ day of _____, 20____, by and between _____ (hereinafter called the Declarant) and Montgomery County, Maryland (hereinafter called the County),

(Name of Declarant)

WITNESSETH:

WHEREAS, the Declarant desires to make certain improvements within the public right-of-way, being part of that parcel of land conveyed by _____ to _____

(Name of Previous Owner and/or Recorded Record Plat)

_____, by deed dated _____

(Name of Declarant)

Liber/Lot _____ Folio/Block _____ among the Land Records of Montgomery County, Maryland, said improvements consisting of _____ per _____

(Description of Improvements)

Montgomery County Department of Permitting Services Revocable Agreement No. _____ .

WHEREAS, the County shall agree to said improvements promptly upon the execution and due recording of this DECLARATION among the Land Records of Montgomery County.

NOW, THEREFORE DECLARANT covenants the following:

1. The Declarant agrees to indemnify and hold harmless the County against any and all actions, suits, claims, demands, liability, loss or damage arising out of or in connection with the installation, maintenance or use of the above described improvements.

2. The Declarant agrees, continually and at all times, to maintain in good and safe condition the above described improvements in the public right-of-way.

3. The Declarant agrees that should the County order any of the said improvements in whole or in part to be removed, such removal shall be at the expense of the Declarant or the subsequent owner of the premises, and that the Declarant will save the County harmless for any expenses incurred therefrom. Should the County, in order to maintain its facilities within the said public right-of-way, be required to remove said improvements, the County will not be required to replace said improvements and the Declarant will save the County harmless for any damages that may occur to said improvements.

Upon execution and recording, this DECLARATION shall run with the land and shall become a binding instrument upon the Declarant and any subsequent representatives, successors or assigns of the Declarant. This Declaration cannot be terminated without the County's approval.

4. This Declaration shall remain in full force and effect until such time as the improvements are removed in their entirety by the owner or subsequent owner from said public right-of-way. Release of this Declaration may not occur without written approval from the County. The County may, in its sole discretion, unilaterally terminate this Declaration at any time.

In TESTIMONY WHEREOF, the said Declarants have hereunto set their hands and seals the day and year first above written.

_____ (SEAL)

_____ (SEAL)

STATE OR MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this _____ day of _____, 20____, before the undersigned officer, a notary public in and for the State and County aforesaid, personally appeared _____, authorized agent or officer of _____ and known to me or proven to be the person whose name is subscribed to the within instrument and did acknowledge that he executed the same for the purposes therein contained and signed the same in my presence.

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

(Notary Public)

My Commission Expires:

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.

(County Attorney)