

REVOCABLE AGREEMENT NO. RA _____

Leave Blank (to be assigned by DPS)

TAX ACCOUNT NUMBER: _____

ADDRESS _____

Subdivision _____ Lot _____ Block _____

DECLARATION OF COVENANTS AND MAINTENANCE AGREEMENT

This DECLARATION, made this _____ day of _____, 20____ by and between

_____ (hereinafter called the "Declarant")

Name of Declarant(s)

and Montgomery County, Maryland (hereinafter called the "County").

WITNESSETH

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

_____ to _____

Name of Previous Owner(s)

Name of Declarant(s)

by deed date _____, and recorded at Liber/Book _____ Folio/Page _____

among the Land Records of Montgomery County, Maryland (the "Property"), said

improvements consisting of _____ (the "Improvements") per

Description of Improvements

Montgomery County Department of Permitting Services, Permit Number _____.

WHEREAS the County shall agree to the Improvements promptly upon the execution and due recording of this DECLARATION among the Land Records of Montgomery County, provided that the Improvements meet all applicable codes and are installed in accordance with all applicable permits.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be deemed a part of the Declaration, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties covenant and agree as follows:

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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, removal 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 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 Property, and that the Declarant will save the County harmless for any expenses incurred therefrom. The Declarant further agrees that should the County, in order to maintain its facilities within the said public right-of-way, be required to remove said Improvements, that 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.

4. The Declarant agrees to be responsible for any damage to any existing infrastructure associated with the installation and/or presence of said Improvements.

5. The Declarant agrees that 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. Notwithstanding, Declarant agrees that a release of the obligations agreed to by Declarant through this Declaration may not occur without written approval from the County. In addition, Declarant agrees that the County may, in its sole discretion, unilaterally terminate this Declaration at any time and revoke any permit issued in connection herewith.

6. Upon execution and recording, this Declaration shall run with the land and shall become a binding instrument upon the Declarant and any subsequent representatives,

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successors or assigns of the Declarant. The Declarant agrees that this Declaration cannot be terminated without the County's approval.

IN WITNESS WHEREOF, the said Declarant and the County have hereunto set their hands and seals the day and year first above written.

_____(SEAL)

Printed Name

Title (if applicable)

_____(SEAL)

Printed Name

Title (if applicable)

STATE OF _____

COUNTY OF _____

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(s) whose name is/are subscribed to the within instrument and did acknowledge that he/she/they 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.

_____ My Commission Expires _____

Notary Public

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*Montgomery County, Maryland
Department of Permitting Services
Right-of-Way Permitting and Plan Review
Approved for Technical Review*

By: _____ Date: _____

MONTGOMERY COUNTY, MARYLAND

By: _____

Name: Rabbiah Sabbakhan

Title: Director, Department of Permitting Services