REVOCABLE AGREEMENT NO. RA - _____
Leave Blank (to be assigned by DPS)

TAX ACCOUNT NO.: _____

ADDRESS: _____

DECLARATION OF COVENANTS AND AGREEMENT

This DECLARATION, made this _____day of _____, 20____

by and between _____ (hereinafter called the
Name of Declarant(s)
"Declarant") and Montgomery County, Maryland (hereinafter called the "County").

WITNESSETH:

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

_____ to _____
Name of Previous Owner(s) *Name of Declarant(s)*

by deed dated _____, 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 No. _____.

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:

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 storm drain easement.

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 storm drain easements, 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 storm drainage structures and/or storm drainage pipes 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 be Declarant by 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, 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)

MONTGOMERY COUNTY, MARYLAND

By: _____

Name: Ehsan Motazedi

Title: Acting Director, Department of Permitting Services