

BALTIMORE COUNTY
Department of Environmental Protection and Sustainability

INTERIM AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 201_, by _____, [and _____], and his/her/their personal representatives/successors and assigns (jointly, severally and collectively, the "Owner") for the benefit of Baltimore County, Maryland (the "County").

WHEREAS, the Owner is the owner of certain real property located in Baltimore County, Maryland, located _____ at _____,

(Street Address)

_____, _____, _____, _____, _____
(Subdivision) (Lot) (Section) (Plat)
(Block)

by virtue of a deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____ (the "Property"); and

WHEREAS, the Owner desires to install an interim individual water supply and/or sewage disposal system on the Property; and

WHEREAS, the Code of Maryland Regulations ("COMAR") §26.03.01.05 allows for the installation of interim individual water supply and/or sewage disposal systems under certain conditions in areas where community water and/or sewer systems are mapped as being existing, under construction, or immediately extendible, W-1, S-1, and W-3, S-3; and,

WHEREAS, the Property is classified by the currently approved Water and Sewerage Plan for Baltimore County as W-____ and S-____;and

WHEREAS, a community _____ system(s) is/are not immediately available to the Property; and

WHEREAS, the Owner wishes to obtain a permit to construct a _____ (the "Interim System") at the Property; and

WHEREAS, the Baltimore County Department of Environmental Protection and Sustainability (the "Department") has found the proposed Interim System to be adequate, safe and in compliance with pertinent State and Baltimore County regulations including minimum ownership as set forth in COMAR §§26.04.03.02 and .03, and has agreed to issue an approval for the installation and maintenance of the Interim System on the Property, provided the provisions of this Agreement are met.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

(1) The Owner shall cause the Interim System to be installed in accordance with plans approved by the Department, and shall cause the Interim System to be maintained so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.

(2) Within one year of availability of a community water and/or sewerage system, the Owner, or its successors/personal representatives or assigns, as applicable, will connect to such community system, and properly abandon the Interim System, at the sole cost and expense of the then owner of the Property.

(3) The Owner further agrees that the Owner, or its successors/personal representatives or assigns, as applicable, shall participate in a sewer and/or water extension petition and pay any benefit assessments and deficit charges at the current rate due for the extension.

(4) The Owner intends that this Agreement shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their successors/personal representatives and assigns.

(5) This Agreement is to be recorded among the Land Records of Baltimore County, Maryland.

(6) This Agreement shall not be construed to limit the authority of the County to protect the public health, safety or comfort or to issue any orders to take any other action that is now or may hereafter be within its authority.

(7) This Agreement and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland

Witness the hands and seal of the Owner as of the date first above written.

WITNESS:

OWNER:

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, on this _____ day of _____, 201_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ [and _____] known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and in my presence exercised the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

REVIEWED AND APPROVED:

Department of Environmental
Protection and Sustainability

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Assistant County Attorney

Revised 1/3//2012