

## **DECLARATION OF COVENANTS**

## Inspection/Maintenance Agreement For Stormwater Management Facility

This Declaration, made this 4<sup>th</sup> day of October 2002, between HHNA Corporation, a Maryland corporation, hereinafter referred to as the "Owner" of the following property; located on Tax Map 28, Section 040, Block 8393G, Lots 2F, 3, 5, 51D, 51E, 51F, 51G, 51H, 51I, 51J, 51K, and 51L, Baltimore, Maryland. Hereinafter referred to as the "Property" and City of Baltimore, Maryland, hereinafter referred to as the "City".

## WITNESSETH:

The Owner, with full authority to execute deeds, mortgages, other covenants, and with all rights, titles and interests in the Property described above, does hereby covenant with the City as follows:

The Owner hereby agrees to provide maintenance for the stormwater management facility
hereinafter referred to as the "Facility", located on and serving the above-described Property
to ensure that such Facility is and remains in proper working condition in accordance with the
approved plans on file with the City, with the design standards, and with the law and
applicable regulations.

The Facility shall be maintained on a periodic schedule as noted on the approved plans on file with the City. The Owner from time to time shall provide the City, on demand, with a statement certifying compliance with the maintenance responsibilities for the Facility.

- The Owner hereby grants to the City a non-exclusive easement in, over and through the Property, as shown on the plat attached hereto as Exhibit A and by reference made a part hereof, for the purposes of providing access from public right-of-ways to the Facility and to allow for inspection, maintenance, and repairs to the Facility.
- 3. The Owner hereby grants to the City, or its agents a right of entry to the Facility for the purpose of inspecting or maintaining the Facility.
- 4. If, after reasonable notice by the City, the Owner shall fail to maintain the Facility in accordance with the approved plans, standards, laws, and regulations, the City may perform all necessary repair and maintenance work, and the City may assess the Owner for the cost of the work and any applicable penalties. The cost of the work and any applicable penalties may be placed on the property tax bills of said Property and collected as ordinary taxes by the City.
- 5. The Owner hereby indemnifies and saves the City harmless from any and all claims for damages to persons or property arising from the maintenance, repair, operation or use of the Facility other than claims resulting from City's negligence.
- The covenants contained herein shall run with the land and shall bind the Owner, its heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of the Property.
- 7. This Declaration shall be recorded in the City Land Records.

IN WITNESS WHEREOF, this Declaration has been signed and sealed as of the day and year first above written.

WITNESS:	,	HHNA CORPORATION	
wing, ood,	i mooden	By: Laurence	Hall (Seal) President 10-3-02
1	1.6-3-03	Lawrence Hall - F	resident 10 - 3 - 02

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that, on this <u>3rd</u> day of <u>October</u>, 2002, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Lawrence Hall, President of HHNA CORPORATION, who in my presence executed the foregoing instrument for the purposes therein contained.

Notary Public Gail P. Wells

My commission expires: May 1, 2004

