

**BALTIMORE COUNTY**  
**Department of Environmental Protection and Sustainability**

**HOLDING TANK AGREEMENT**

This *Agreement*, entered into 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").

**WITNESSETH**

*Whereas*, the Owner owns, in fee simple, certain real property located at \_\_\_\_\_ in the \_\_\_ Election District of Baltimore County, Maryland (the "Property") and the deed to same is recorded among the Land Records of Baltimore County, Maryland, in Liber \_\_\_\_\_ Folio \_\_\_\_\_ (the "Deed"); and

*Whereas*, the Owner wishes to install on the Property a holding tank for the purpose of collection of sewage from the existing facility on the Property (the "Facility"); and

*Whereas*, the Baltimore County Department of Environmental Protection and Sustainability (the "Department") is willing to permit the installation of the holding tank 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 install a watertight holding tank on the Property for the collection of sewage and sized to provide for at least 7 days of projected sewage flow (the "Holding Tank").
2. The Owner will contract with a licensed waste hauler to prevent overflow from the Holding Tank and ensure that all sewage generated from the Facility is properly disposed of.
3. The Owner will ensure that there is a functioning water meter on the water supply serving the Property.
4. The Owner will keep all records verifying water usage and routine pumping and maintenance of the Holding Tank and will produce said records for the Department personnel upon request.
5. The Owner grants the County, its employees and agents the right to enter upon the Property at any reasonable time to access and inspect the Holding Tank.
6. The Owner acknowledges and agrees that additions or alterations to the Facility that may result in an increase in sewage output or interior floor space will not be permitted by the Department.
7. The Owner agrees that the Facility will be used only in a manner consistent with the proposed usage at the time of this Agreement unless otherwise approved by the Department
8. The Owner acknowledges and agrees that failure to install and maintain the Holding Tank may result in the issuance by the County of a citation for violation of law.

9. 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; provided, however, that the provisions of this Agreement will become null and void if a community sewage system becomes available and is connected to the Facility.
10. This Agreement is to be recorded in the Land Records of Baltimore County, Maryland.
11. 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.
12. 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

In witness, whereof, the Owner has executed this Agreement, effective 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