

REVOCABLE AGREEMENT NO. RA \_\_\_\_\_

Leave blank (to be assigned by DPS)

TAX ACCOUNT NUMBER: \_\_\_\_\_, ASSOCIATION NAME: \_\_\_\_\_

ASSOCIATION ADDRESS: \_\_\_\_\_

SUBDIVISION: \_\_\_\_\_, LOT: \_\_\_\_\_, BLOCK: \_\_\_\_\_

## Declaration of Covenants and Maintenance Agreement Community Signs

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between

\_\_\_\_\_, a Maryland nonprofit corporation

(Name of Homeowners Association)

(hereinafter referred to as the "Association") and Montgomery County, Maryland  
(hereinafter referred to as the "County") and pertains to certain improvements located  
within the common areas or adjacent public right-of-way of the Montgomery County,  
Maryland \_\_\_\_\_ subdivision (the "Community").

(Name of Community)

### WITNESSETH

WHEREAS the Association desires to install and maintain certain improvements within the  
public right of way, adjacent to the Community; said improvements consisting of

\_\_\_\_\_ (the "Improvements")

Description of Improvements

Per 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:

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.

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

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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

\_\_\_\_\_(SEAL)

Printed Name, Title

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