

MDR 4633 (200667)

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CONSENT AGREEMENT FOR USE OF HOLDING TANKS
TO PROVIDE SERVICE FOR A PREVIOUSLY UNPLUMBED RESIDENCE

THIS AGREEMENT made this NOV day of SIXTEENTH,
19 98, by and between EVELYN I SMITH & ROY SYLVESTER SMITH JR.

HEREINAFTER REFERRED TO AS Owner, and the Howard County Bureau of
Environmental Health, HEREINAFTER REFERRED TO AS the Bureau.

WHEREAS, Owner is seized and possessed of a tract of land at
address 417 TWIN ARCH RD MTAIRY, MD (HOWARD CO),
known as Tax Map 1 Grid 18 Parcel 11 Lot 417, the
deed to same being recorded among the land records of Howard
County, Maryland, in Liber WHH 418, Folio 309.

WHEREAS, the Howard County Bureau of Environmental Health has
ordered the Owner to correct the on-site sewage disposal problems
and all parties concerned recognize the only alternative available
is a holding tank.

WHEREAS, Owner's land meets requirements of COMAR 26.04.02 and
Policy Directive R.S. #7 for installation of a holding tank. NOW

THEREFORE, the parties hereto agree as follows:

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- A. The Owner will install a holding tank consistent with the design approved and permitted by the Bureau and follow the provision of Policy Directive R.S. #7 issued May 20, 1987.
- B. Owner agrees to insure reasonable access to the property and system by the Bureau as well as to provide any information requested by the Bureau to assure proper operation and maintenance of the Holding Tank.
- C. Owner agrees that there shall be no liability on the part of the County or Bureau to Owner if the Holding Tank is not properly maintained.
- D. Owner acknowledges and agrees that neither the Bureau nor any of its agents or employees, either officially or individually underwrites the operation of the Holding Tank and it is understood that the Holding Tank is a last resort method to correct existing sewage disposal problems on the property.
- E. The Owner will devote such care and effort to the maintenance of the Holding Tank so that it shall not

malfunction and cause pollution at the ground surface,
the waters of the state, or create a nuisance.

F. The Owner agrees that he shall not alter or tamper with
the Holding Tank in anyway that would cause it to
malfunction or change it from it's extended purpose of
sewage storage with the sewage disposal being accomplished
by a permitted scavenger.

G. The Owner agrees that, should the Holding Tank be
determined to pose a threat to the public health, safety
or comfort, the Bureau may order any necessary changes or
corrections for which the Owner agrees to pay. System
modifications may include requirements for additional
tanks and/or more frequent pumping of the holding tank(s).

H. The Owner understands that if violations occur from
failure to maintain the Holding Tank properly, the
Bureau may take legal action to insure compliance.

I. The Owner shall contact the Howard County Bureau of
Environmental Health at least 24 hours prior to system

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the public health, safety or comfort or to issue any other orders or take any other action which is now or may hereafter be within its authority.

- L. Owner certifies that he has obtained a cost estimate and is financially capable of having the sewage removed from the Holding Tank by a permitted sewage waste hauler on a regular basis so that the Holding Tank never overflows. The Owner further agrees to enter into and maintain a written service contract which will be renewed annually with any permitted scavenger and will forward a copy to the Bureau prior to the approval of the permit for the Holding Tank installation and annually thereafter.
- M. If the Owner installs any new plumbing, he shall install only water conserving fixtures. (e.g. toilets installed will use no more than 1 1/2 gallons of water per flush).
- N. The Owner shall not perform any renovations or remodeling which enlarges the living space of the residence. Room additions necessary to provide bathroom facilities to

completion so that the Bureau may inspect the system in the field with the installer. The Owner further agrees that this system will be installed according to the plans and specifications approved by the Bureau and any changes determined to be necessary by the Bureau as a result of reviewing the field conditions.

- J. This agreement shall run with the land and binds the owner, his heirs, successors or assigns to the provisions of the agreement as long as the property is in existence. Owner further agrees that she shall inform any purchaser or lessee of the property of the Holding Tank and all conditions in association with it.
- K. Owner agrees to record this agreement in the land records of Howard County and assure that it become a part of the Deed for the subject property in order that prospective buyers may be made aware of the special conditions affecting this property. This agreement shall not be construed to limit any authority of the Bureau to protect

accommodate installation of indoor plumbing are not prohibited.

O. The approval of a Holding Tank system provided for in this agreement is only for an interim period until public sewerage facilities become available, at which time the Owner shall connect the house to the public facilities and shall properly abandon and backfill the Holding Tank.

P. The Owner shall provide notice of continuous pumping of the tank by a licensed scavenger as evidenced by submitting copies of pumping receipts to the Bureau on a quarterly basis.

WITNESS, the hand and seal of the parties hereto.

DATE: 11/18/1998 OWNER: [Signature]

DATE: 11/18/1998 OWNER: [Signature]

DATE: NOV 18, 1998 [Signature]
Sanitarian, Howard County
Bureau of Environmental Health

DATE: NOV 20, 1998 [Signature]
Director, Howard County Bureau
of Environmental Health

DATE: _____

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 4633, p. 0672, MSA_CE53_4617. Date available 05/05/2004. Printed 08/20/20

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REC'D 08/20/04

IMP FD SURE \$	2.00
RECORDING FEE	28.00
TOTAL	30.00
Res# H0801	Rcpt # 74830
MDR FAK	Blk # 4716
Feb 25, 2004	07:04 AM