

AGREEMENT AND EASEMENT FOR  
INSTALLATION OF AN INNOVATIVE AND ALTERNATIVE  
ON-SITE SEWAGE DISPOSAL SYSTEM

HC 0413

THIS AGREEMENT is made this 18th day of December, among STEWART M. SMITH + JOAN M. Smith hereinafter referred to as "Owner", the Howard County Health Department hereinafter collectively referred to as the "County", and the Department of the Environment, hereinafter referred to as the "Department".

WHEREAS, Owner owns a tract of land located on 1301 Underwood Road, in the 3rd Election District of Howard County, Maryland, and the deed to same is recorded among the Land Records of Howard County, Maryland, in LIBER 1499 FOLIO 25.

WHEREAS, Owner's land is improved and the existing means of sewage disposal has been found to be prejudicial to the environment and/or public health.

WHEREAS, Owner's land is unsuitable for the installation of a conventional on-site sewage disposal system and owner has requested the Department's approval to install an innovative/alternative system of sewage disposal.

Handwritten notes: "copy 3-06"

NOW, THEREFORE, the parties hereto agree as follows:

A. Owner must install and maintain a water meter on the incoming side of the water system or an event counter on the sewage pumping system.

B. Owner hereby grants to the Department and the County the right to enter upon the property at any reasonable time for access to the system to make periodic inspections and the Owner agrees to provide any information and data requested and needed by the Department to develop accurate and thorough test results.

C. Owner acknowledges and agrees that the proposed innovative/alternative system is experimental and that his or her participation is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this innovative/alternative systems fails, and that the County and the Department do not warrant or guarantee that the system will adequately or properly function.

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D. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.

E. The Owner will devote such care and effort to the maintenance of the system so that a system malfunction is not the result of poor maintenance, faulty operation, or neglect.

F. The Owner agrees, that, should the system be determined by the Department to pose a threat to the public health, safety or comfort, the Department may order any necessary changes or corrections and the Owner agrees to pay for all such changes or corrections. System modifications may include requirements for holding of sewage waste in tanks and regular pumping from the holding tanks. Upon the Department's request, the Owner agrees to enter into a contract acceptable to the Department to allow and pay either Howard County, Maryland, its agents or a private entity to pump on a regularly scheduled basis an approved holding tank system.

G. The Owner agrees to contact both the Water Management Administration, Groundwater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department may lay out the system in the field with the contractor. The Owner must install this system according to the plans and specifications approved by the Department and any changes required by the Department as a result of the field layout. If installation deviates substantially from the approved plans or changes such that experimental data will be compromised or reduced, the Owner agrees to pay for all necessary corrections.

H. This agreement shall run with the land and binds the Owner, his heirs, successors, assigns except that the provisions of paragraph A & B shall be binding for a period of 5 years only after installation of the system and occupation of the home. Owner further agrees that he shall inform in writing

any purchaser or lessee of the property that the system may require maintenance or other attention. The Owner agrees to record this agreement in the land records of Howard County.

I. This agreement shall not be construed to limit any authority of the Department to protect the public health, safety or comfort or to issue any other orders to take any other action which is now or may hereafter be within its authority.

J. This agreement may be voided at the discretion of the Department if the system construction is not completed within six (6) months of the effective date of this agreement.

K. This agreement contains the entire agreement and understanding between the County and the Owner and the Department. There are no additional terms other than as contained in this agreement. This agreement may not be modified except in writing signed by each of the parties or by their authorized representatives.

L. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated above.

DATE: 12/6/02

DATE: 12/10/02

DATE: 12-16-02

1-224-02

Stewart M. Smith  
Owner STEWART M. Smith

James Dieter  
Department of the Environment  
James Dieter  
Water Management Administration

Frank Shinner

Howard County Health Department

Joan M. Smith  
Joan M. Smith

IMP. ED. SURE \$	5.00
RECORDING FEE	20.00
PHOTOCOPY-A	3.00
TOTAL	28.00
Res# H003	Rcpt # 78746
HDR AMM	Blk # 5065
Jan 24, 2003	02:45 PM



**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

1800 Washington Boulevard • Baltimore MD 21230

410-537-3000 • 1-800-633-6101

Greg /file  
let  
ridgeway

Parris N. Glendening  
Governor

Richard F. Pecora  
Secretary

Kathleen Kennedy Townsend  
Lt. Governor

Merrilyn Zaw-Mon  
Deputy Secretary

January 2, 2003

Mr. Frank Skinner, Director  
Environmental Health  
Howard County Health Department  
3525 Ellicott Mills Drive, Suite H  
Ellicott City MD 21043

Re: Ridgeway Lot 6  
Underwood Road  
Tax Map 9, Parcel 32

Dear Mr. Skinner:

I have recently reviewed the I&A Agreement, Howard County approved plans, and site evaluation reports for the above referenced, previously undeveloped, property. The plans are for a pressure dosed sand-filled trench system with trenches 4.5 to 5 feet deep having 2 to 2.5 feet of sand placed in the trench bottom. The site evaluation reports evidence of a seasonally high water table 5 feet beneath the land surface, as indicated in test pit 2, and percolation rates slower than 70 minutes per inch. The resultant system will rely on a controlled sand fill to treat septic tank effluent with little to no unsaturated treatment zone between the trench bottom and seasonally high water tables.

Our guidance on the use of non-conventional systems for new construction recommends a maximum percolation rate for trench systems of 60 minutes per inch and recommends no reduction in the natural unsaturated treatment zone. This guidance was based on our experience working with slowly permeable soils and on the public health protection provided by having natural unsaturated soils available for treatment. Natural soils have a biologic and mineral diversity that is difficult, if not impossible, to duplicate with a controlled sand fill.

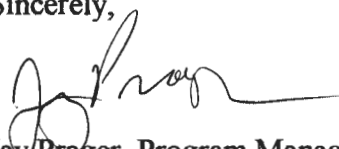
Given that the proposed system is to serve a house already under construction and that there is no clearly superior technology available to serve the property we have agreed to sign the Agreement and Easement. However, please note, it continues to be the Department's recommendation that systems lacking an acceptable natural four-foot unsaturated treatment zone not be considered for new construction in the piedmont region.

*"Together We Can Clean Up"*

To: Mr. Frank Skinner, Director  
Re: Ridgeway Lot 6  
Page: 2

If you have any questions on the above matter, please call me at (410) 537-3780.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Prager", written over the printed name.

Jay Prager, Program Manager  
Groundwater Permits Division

JP:je

cc: J. James Dieter  
Barry Glotfelty  
file ✓

**CHARLES BOPST TRUCKING**

239 West Old Liberty Road, Sykesville, MD 21784 410-795-3044/Fax 410-795-9170

**FAX COVER SHEET**

To: Stu Smith From: Chrissy

Fax No.: 410-489-0532 Date: 6/10/06

Number of Pages (Including Cover Sheet): 1

For your request, here are the Specs as promised.  
Please let us know if we be of any additional  
Comments: help. Thanks!

Re: Howard County Sandmound Sand

The following are the specifications on the Concrete Sand to be used in Howard County:

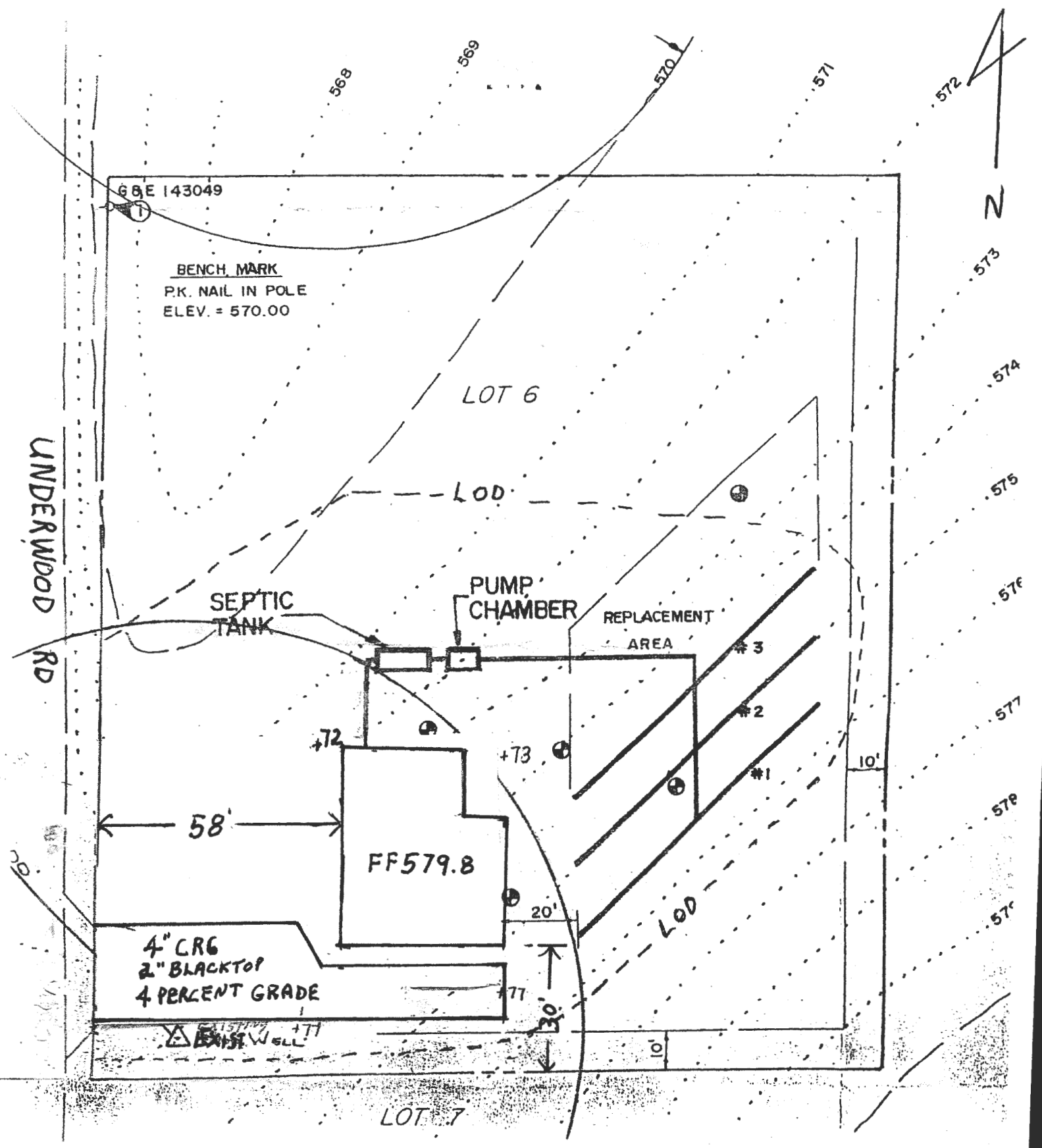
Uniformity Coefficient  $\leq 3.5$   
Effective Size: between 0.25mm and 0.50mm

Should you have any more questions, please give me a call at the lab at 301-845-6302.

Sincerely,



Robert Golden  
Quality Control Manager



PLOT PLAN LOT 6-1301 UNDERWOOD RD  
 SMITH PROPERTY  
 OWNER / BUILDER STEWART + JOAN SMITH

SCALE 1"=30'  
 DATE 7/27/05