

PUBLIC SLOPE EASEMENT
PUBLIC DRAINAGE EASEMENT
PUBLIC STORMWATER MANAGEMENT EASEMENT

THIS EASEMENT AGREEMENT (the "Easement") is made on this ____ day _____ of 20__ by and between the County Commissioners of Charles County, Maryland ("County"), a body corporate and politic, whose address is 200 Baltimore Street La Plata, MD 20646 and the _____, ("Grantor").

WHEREAS, the Grantor is the owner of real property identified as Tax Map _____, Grid _____, Parcel _____, Lot _____, located in the Subdivision _____ as shown on a plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____, as more particularly described on Exhibit A attached hereto (the "Property"). The purpose of the Easement is to grant to the County, a perpetual drainage easement on the subject Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the County a perpetual easement to inspect, operate and maintain a public slope consisting of fill slopes for public roads, and/or stormwater conveyance system consisting of ditches, swales, channels, culverts, storm drains and other appurtenant facilities for the purpose of depositing water within the boundary of the perpetual easement(s) and/or public stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or any other approved stormwater management device and/or appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s) or more on the Property.

The Grantor covenants and agrees with the County as follows:

First: All drainage improvements, all stormwater management facilities, all access drives, all public road fill slopes and appurtenant facilities which will be installed in the easement(s) shall remain the property of Grantor.

Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this agreement.

Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor.

Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted.

Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by County for the purposes of this Easement. However, Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s) without obtaining the prior written approval of County.

Sixth: After final approval of construction of the systems facilities or devices, County agrees to perform the necessary maintenance of all public road fill slopes, to perform the necessary maintenance of the stormwater conveyance systems to allow the proper and efficient flow of water through the system, the necessary maintenance of the stormwater management facilities or devices to assure that such facilities or devices function as designed within the easement.

Seventh: Grantor warrants that they are seized of the property subject to the easements(s) and have the right to convey the easement(s); that there are no encumbrances other than mortgages of record; that the County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

Eighth: This Easement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals.

GRANTOR:

_____(SEAL)

State of _____, _____ County, to Wit:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to within the instrument and acknowledges that he/she executed the foregoing document for the purposes and in the stated capacity therein contained.

As witness my hand and Notarial Seal.

Notary Public
My commission expires: _____

GRANTOR:

_____(SEAL)

State of _____, _____ County, to Wit:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to within the instrument and acknowledges that he/she executed the foregoing document for the purposes and in the stated capacity therein contained.

As witness my hand and Notarial Seal.

Notary Public
My commission expires: _____

Additional Signatures on the Following Page

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Approved for Acceptance:

Approved as to Legal Sufficiency:

Director
Planning and Growth Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF CHARLES
COUNTY, MARYLAND

By: _____ (SEAL)
President

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