

PRIVATE SLOPE EASEMENT
PRIVATE DRAINAGE EASEMENT
PRIVATE STORMWATER MANAGEMENT EASEMENT
INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____ (Grantor), and the County Commissioners of Charles County, Maryland, a body corporate and politic, (County).

WHEREAS, Grantor owns property identified as Tax Map _____, Grid, _____, Parcel _____, Lot, _____, Section _____, acquired by a Deed recorded among the Land Records of Charles County, Maryland at Liber _____, Folio _____, and as described on Plats recorded among the Land Records of Charles County, Maryland at Plat Book _____, Page _____, located in the _____ Election District of Charles County, Maryland (the Property).

WITNESSETH, that 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 County a perpetual easement to inspect (and operate or maintain as necessary only as described herein) a private slope consisting of a fill slope for public roads, private 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 private stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or any other approved stormwater device and/or other approved appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s) as more particularly described and indicated as

as shown on a Plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____.

And the Grantor covenants and agrees with the County as follows:

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

Second: At no time shall Grantor charge the County for the use of the property occupied by the 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 agreement. However, Grantor shall not erect any building, fence or other structure on the easement(s) without obtaining the prior written approval of the County.

Grantor further covenants and agrees that it shall be responsible for and agrees to perform the necessary maintenance to repair fill slopes, to perform the necessary maintenance to allow the proper and efficient flow of water through the system within the easement(s) and to perform the necessary maintenance to allow access and proper operation of the stormwater management facilities and/or devices within the easement(s).

Should Grantor fail to construct, repair or maintain the fill slope, system, stormwater management facility or device, or should the system within the easement(s) become blocked so that the water will not flow in an efficient manner, or the access become impassable or the stormwater management facility or device fail to function as designed, or the fill slope fail, the Grantor shall make necessary repairs or maintenance to allow the proper and efficient flow of water, or to allow access to the stormwater management facility, or to allow the stormwater management facility or device to function as designed, or repair any slope failures associated with the fill slope.

If, after reasonable notice by the County, the Grantor shall fail to construct, repair, maintain or operate the stormwater management facility or device within a reasonable period of time in accordance with the approved design standards and with the law and all applicable rules and regulations, the County shall have the right, but shall not be obligated to enter onto the facility or device and perform all necessary construction, repair, maintenance and operating work, and may assess the Grantor for the cost of said work. The assessment shall be a lien against all property subject to and benefitted by the systems, stormwater management devices and/or facilities described in this agreement. Such costs shall be assessed, levied, collected and enforced as County real estate taxes are now, or may hereafter be, by law levied and collected, and shall have the same priority rights, bear the same interest and penalties, constitute a lien upon the real property so assessed, be placed upon the property tax bill and in every respect be treated the same as County real estate taxes. Such costs shall also be personal obligations of the owners of the property at the time the costs are incurred and may be collected accordingly.

Grantor warrants that they are seized of the property subject to the easement(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 the Grantor shall execute such further assurances as may be required.

This agreement 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.

In the event the facilities are located upon property to be conveyed to a common ownership association or regime, including but not limited to a Home Owners Association or a Condominium Owners Association, at the time of conveyance from Grantor to such common ownership association or regime, a copy of this agreement shall be provided to the governing body of such association or

regime and shall be included with the documents required to be disclosed, pursuant to Real Property Article §11B – 10.5 (b) of the Md. Annotated Code.

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

GRANTOR:

(SEAL)
By: _____ (Printed Name)

(Title)

STATE OF _____, COUNTY OF _____, 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.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

GRANTOR:

(SEAL)
By: _____ (Printed Name)

(Title)

STATE OF _____, COUNTY OF _____, 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.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Additional signatures on the following page

Approved for Acceptance:

Approved as to Legal Sufficiency:

By: _____, Director
Planning and Growth Management

By: _____, County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

By: _____ (Print Name)
_____ (Title)

By: _____, President

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