

PUBLIC SLOPE EASEMENT  
PUBLIC DRAINAGE EASEMENT  
PUBLIC STORMWATER MANAGEMENT EASEMENT

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 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 permanent 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  
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 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 agreement. 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.

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 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 regime, including but not limited to a Home Owners Association, at the time of conveyance from Grantor to such common ownership regime, a copy of this agreement shall be provided to the governing body of such 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.

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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

By: \_\_\_\_\_, County Attorney

Planning and Growth Management

ATTEST:

COUNTY COMMISSIONERS OF  
CHARLES COUNTY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

By: \_\_\_\_\_, President

\_\_\_\_\_ (Title)

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