

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).

WITNESSETH, that in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County a perpetual easement to inspect (and operate as necessary only as described herein) a 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 permanent easement(s) as more particularly described and indicated as

in the Subdivision _____ as shown on a plat recorded among the land records of Charles County, Maryland in plat book _____,page(s) _____; and/or private stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s).

AND the Grantor covenants and agrees with the County as follows: **First:** All drainage improvements, all stormwater management facilities, 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 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 erect any building, fence or other structure on the easement(s) without obtaining the prior written approval of County.

Grantor further covenants and agrees that it shall be responsible for and agrees 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 facility within the easement(s). Should Grantor fail to construct, repair or maintain the system or facility, 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 fail to function as designed, 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 to function as designed. If, after reasonable notice by the County, the Grantor shall fail to construct, repair, maintain or operate the facility 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 may, but is not obligated to, enter onto the facility 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 and 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 it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that 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.

Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows:

WITNESS our hands and seals:

GRANTOR:

ATTEST:

_____ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing easement to be his/her _____ duly authorized act.

As witness my hand and Notarial Seal.

Notary Public

My commission expires: _____

LIENHOLDER:

WITNESS: _____ (SEAL)

WITNESS: _____ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing easement to be his/her _____ duly authorized act.

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State of Maryland, Charles County, to Wit:

I hereby certify, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing easement to be his/her _____ duly authorized act.

As witness my hand and Notarial Seal.

Notary Public

My commission expires: _____

Approved for Acceptance:

Approved as to Legal Sufficiency:

Director
Planning and Growth Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

President

