

PROJECT: _____ Property Tax ID# _____

ENCROACHMENT AGREEMENT
(SWM)

THIS ENCROACHMENT AGREEMENT, made this _____ day of _____, 20____, by
FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of
Maryland, (County) and _____, (Owner).

WHEREAS, by virtue of a Deed of Easement, dated _____, _____ and recorded in
Liber ____, folio ____, among the land records for Frederick County, Maryland, certain
easements, for the construction and maintenance of storm drainage systems and stormwater
management facilities, including but not limited to ditches, pipes, inlets, culverts and ponds
(hereinafter “facilities”), more particularly described therein, were conveyed unto Frederick
County, (hereinafter “the SWM easement”) and

WHEREAS, the conditions, covenants and agreements contained in the aforementioned
Deed of Easement provides that no building or other structure shall be erected or maintained
within the easement and right of way area without the County’s prior written consent, and

WHEREAS, the Owner is the fee simple owner of that parcel of land, generally
described as **[insert brief legal description, such as lot/block and subdivision reference or
property address]** having acquired the same by virtue of a Deed from _____, dated
_____ and recorded in Liber ____, folio ____, among the land records for Frederick County,
Maryland, (hereinafter “the Property”) and

WHEREAS, certain improvements erected on the Property of the Owner, encroach upon
or will encroach upon, and are located within the County’s easement area, and

WHEREAS, the Owner has requested, and the County has agreed to allow the encroachment, in and upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS ENCROACHMENT AGREEMENT WITNESSETH:

that for and in consideration of the premises and **NO MONETARY CONSIDERATION**, **FREDERICK COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, does hereby covenant and agree with _____, and their heirs, personal representatives, successors and assigns, as follows:

AREA OF ENCROACHMENT – The Owner does hereby acknowledge that certain encroachments constructed or maintained **[or to be constructed and maintained]** on the Owner's Property presently encroach **[or will encroach]** upon the County's SWM easement, in violation of the terms and conditions of the easement, the area of the encroachment being more particularly described and shown on a plat prepared by **[name of surveyor]**, dated _____, a copy of which is attached hereto as **Exhibit A**, and incorporated herein by reference.

CONTINUATION OF ENCROACHMENT - The County does hereby grant unto the Owner permission to construct and maintain the encroachment within the County's SWM easement, in the area occupied **[or to be occupied]** by the encroachments constructed or maintained by the Owner as shown on **Exhibit A**, attached hereto, together with an additional four (4) feet, adjacent and contiguous to such encroachments, for the limited purpose of repairing and maintaining the encroachments. The Owner acknowledges that, except as provided herein, the County's SWM easement shall continue to be subject to all the terms, conditions, covenants and agreements contained the aforementioned Deed of Easement.

INDEMNIFICATION – The Owner does hereby agree to indemnify and hold the County harmless for any loss, damages, claims, actions or causes of action arising out of, or in

any way related to, the Owner's use and occupancy of the easement for the construction and continued maintenance of the encroachments, created herein.

TERMINATION - The Owner and County do hereby agree that all easements, rights, privileges, duties and obligations created hereunder shall cease and permanently terminate and this agreement shall be and become void, upon the first to occur of the following events:

1. The total or partial destruction or removal of the encroachments shown on **Exhibit A**, attached hereto, or
2. The violation, by the Owner, of any of the terms and conditions contained herein, or
3. The receipt of notice, by the County, from the Owner or the Owner's successors or assigns, that it no longer desires the continued use and occupancy of the encroachments, rights and privileges created herein.

WITNESS the hands and seals of the parties hereto as of the day and year first hereinabove set forth.

ATTEST:

FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland

BY: _____ (SEAL)
Chief Administrative Officer

Witness

(Owner) (Type name) (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the Chief Administrative Officer of Frederick County, Maryland, a body corporate and politic, and that he/she, as such Chief Administrative Officer, being authorized so to do, executed the foregoing Encroachment Agreement for the purposes therein contained, by signing the name of the body corporate and politic by himself/herself as Chief Administrative Officer.

WITNESS my hand and Notarial seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and he acknowledged the foregoing Encroachment Agreement to be his act and deed.

WITNESS my hand and Notarial seal.

Notary Public

My Commission expires:

Use one of the following forms of Certification:

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY that this instrument has been prepared by the undersigned, one of the parties to this Agreement.

(Type name)

OR

CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

(Type Name)