

PROJECT: \_\_\_\_\_

PROPERTY TAX ID: \_\_\_\_\_

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT**

This Deed of Easement/Maintenance Covenants and Agreement, made this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

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(**Grantors**) and Frederick County, Maryland, a body corporate and politic of the State of Maryland (**Grantee**).

WHEREAS, the Grantor(s) are owners of a certain tract of land located in Frederick County, Maryland, over and across which it is necessary to provide for storm drainage systems and stormwater management facilities, including but not limited to ditches, pipes, inlets, culverts and ponds (hereinafter "facilities"), for the benefit of adjacent and nearby properties, and

WHEREAS, it is necessary to provide for the future maintenance and inspection of these facilities.

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto Frederick County, Maryland, a body corporate and politic of the State of Maryland, its successors and assigns, the following described perpetual stormwater drainage and management easement and right of way described as follows:

(Insert description or refer to an Exhibit "A" containing the description)

Through and across the real estate located in Frederick County, Maryland, being part of the parcel of land which was conveyed unto (insert names of Grantors), from (insert names of Grantors predecessor in title) by Deed dated \_\_\_\_\_, and being recorded among the Land Records for Frederick County, Maryland, in Liber \_\_\_\_\_, folio \_\_\_\_\_. To have and to hold said easement and right of way together with the rights and privileges appurtenant to

their proper use and benefits forever by the Grantee, its successors and assigns.

AND THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, covenant and agree with the Grantee, its successors and assigns, as follows:

**FIRST:** That the Grantors will never erect nor permit to be erected any building or structure of any nature whatsoever, nor fill nor excavate nor plant trees within said easement and right of way without the Grantee's prior written consent;

**SECOND:** That the Grantee, its successors and assigns, shall at all times have a right to enter said easement and right of way area for the purpose of inspecting and/or maintaining, repairing or operating the facilities within said easement and right of way, the right of entry to be along the easement area herein designated and along such other lines as the Grantees may deem necessary; provided, however, that the Grantee's right of entry does not interfere with the Grantor's use or enjoyment of the Grantor's remaining property outside of the easement area(s) described herein, for its intended purpose;

**THIRD:** The responsibility for the maintenance of the facilities shall be set forth in the Maintenance Covenants and Agreement attached hereto as "Exhibit B" and incorporated herein by reference as if fully set forth;

**FOURTH:** The Grantors further covenant and agree that the easements, right of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantors and their heirs, executors, administrators, successors and assignees and shall bind all present and subsequent owners of the property identified herein;

**FIFTH:** The Grantors covenant and agree that all parties having an interest in the property which is subject to this deed of easement have executed this document and agreed to the terms hereof; and

SIXTH: The Grantors will warrant specially said easement and right of way and shall execute such further assurances thereof as may be requisite.

\_\_\_\_\_  
Witness \_\_\_\_\_ (SEAL)  
(Type Name)

\_\_\_\_\_  
Witness \_\_\_\_\_ (SEAL)  
(Type Name)

\_\_\_\_\_  
Witness \_\_\_\_\_ (SEAL)  
(Type Name)

The undersigned Lien holder does hereby agree and consent to this Deed of Easement/Maintenance Covenants and Agreement and by the signatures of its authorized Trustees does hereby grant and convey the above stated easement as legal title holder of the herein described property, and does hereby further agree that the terms contained herein shall survive any sale under its \_\_\_\_\_, recorded in Liber \_\_\_\_\_, folio \_\_\_\_\_, one of the Land Records of Frederick County, Maryland.

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

Grantee

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

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Chief Administrative Officer

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of a corporation, and that he/she, as \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name on behalf of the corporation.

In witness whereof, I hereunto set my hand and official seal.

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\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**\*NOTE: This Notary block is a sample appropriate for an officer of a corporation's signature. If the document is to be executed by an individual, a partner, or trustee, the appropriate Notary language must be supplied.**

STATE OF MARYLAND, COUNTY OF FREDERICK, MARYLAND TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, Chief Administrative Officer of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate. And at the same time, he/she made oath in due form of law that he/she is the Chief Administrative Officer of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

Witness my hand and Notaries Seal.

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\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

## **EXHIBIT B**

### **INSPECTION AND MAINTENANCE COVENANT AND AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

1. The Grantor(s), its/their successors, heirs and assigns covenant and agree to provide for all the maintenance of the stormwater management facilities to ensure that the facilities are and remain in proper working condition, in accordance with the approved design Plan(s) No.\_\_\_\_\_ on file with the Frederick County, Maryland (the “County”), and all applicable standards, rules, regulations and laws. The Grantor(s) shall perform necessary grass cutting, etc., and trash removal as part of regular maintenance.
2. Unless otherwise provided, the person(s) or entity having legal title to the particular section of property where any facility is located is responsible for maintenance of that facility. In the event a facility is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro-rata share of any maintenance.
3. If necessary, the Grantors, their heirs and assigns shall levy regular or special assessment against all present or subsequent owners of property served by facility to ensure that the facility is properly maintained.
4. Upon receipt of notice from the County of any problems on deficiencies in the stormwater management facilities, the Grantor(s) or other responsible party will correct the problems as directed by the County. If the requested corrections are not made within thirty days, the County may, at its discretion, perform all the necessary work to bring the facility into compliance with statutory requirements, and the Owner(s) of the land(s) upon which the facility is located shall be assessed for the cost of the work. If not paid within 30 days, the assessment shall create a lien on the property and may be included in the tax bill for property on which the facilities are located and collected as taxes by the County.

5. The Grantor(s) shall indemnify and save County harmless from any and all claims for damages to persons or property arising from the construction, maintenance and use of the facilities.
6. The Agreement and covenants contained herein shall apply to and bind the Grantors and their heirs, executors, successors and assigns, and shall bind all present and subsequent owners of the property served by the facility, and on which any facility is located.
7. The Grantors shall promptly notify the County if the Grantors transfer the maintenance responsibility for the facilities by providing a copy of the document of transfer signed by all parties.

### **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.

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(Type Name)

This instrument has been prepared by the undersigned, one of the parties named in the instrument.

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(Type Name)

This document is **exempt from Recording Fees and Surcharges** under Section 3-603(a), Real Property Article and Section 13-604(c)(1), Courts and Judicial Proceedings Article, Annotated Code of Maryland, and **exempt from Recordation Taxes and/or Transfer Taxes and Fees** under Sections 12-108(a)(iv), 13-207(a)(1), and 13-402.1(b)(2), Tax-Property Article, Annotated Code of Maryland.