

PROJECT:

TAX ID NO.

DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT

(Private Storm Drain Easement)

This Deed of Easement/Maintenance Covenants and Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 202 \_\_\_\_\_ by and between \_\_\_\_\_, a Maryland \_\_\_\_\_ ("Grantor") and **Frederick County, Maryland**, a body corporate and politic of the State of Maryland ("County").

WHEREAS, Grantor is the owner of a certain tract of land located in Frederick County, Maryland, over and across which it is necessary to provide for storm drainage systems, 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 Grantor does hereby grant and convey unto Frederick County, Maryland, a body corporate and politic of the State of Maryland, its successors and assigns, the perpetual easements and rights of way being more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference, through and across that parcel of real property located in Frederick County, Maryland, being part of the parcel of land which was conveyed unto the Grantor from \_\_\_\_\_, by a Deed dated \_\_\_\_\_, and recorded among the Land Records of Frederick County, Maryland in Liber \_\_\_\_\_, Folio \_\_\_\_\_ (the "Property").

To have and to hold said easements and rights of way together with the rights and privileges appurtenant to their proper use and benefits forever by the County, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, covenants and agree with the County, its successors and assigns, as follows:

FIRST: That the Grantor will never erect nor permit to be erected any building or structure of any nature whatsoever, nor fill nor excavate within said easements and rights of way without the County's prior written consent;

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

THIRD: The responsibility for the maintenance of the Facilities shall be as set forth in the Maintenance Covenants and Agreement attached hereto as EXHIBIT B and incorporated herein by reference;

FOURTH: The Grantor further covenants and agrees that the easements, rights of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the Property;

FIFTH: The Grantor covenants and agrees 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 Grantor will warrant specially said easements and rights of way and shall execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

WITNESS: (Name of the Corporation )  
a Maryland \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_(SEAL)  
Name:  
Title:

**GRANTOR**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public in the for the State of \_\_\_\_\_ and County of \_\_\_\_\_, personally appeared \_\_\_\_\_, who is the [title] \_\_\_\_\_ of \_\_\_\_\_, and who did acknowledge the foregoing instrument to be the act and deed of \_\_\_\_\_ and that he/she is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and material seal.

\_\_\_\_\_  
**NOTORY PUBLIC**

My commission Expires: \_\_\_\_\_

(Signatures continue on the following page)

WITNESS/ATTEST:

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

---

By : \_\_\_\_\_ (SEAL)  
John Peterson, Chief Administrative Officer

**COUNTY**

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, duly commissioned and qualified, personally appeared John Peterson, who acknowledged himself to be the Chief Administrative Officer of Frederick County, Maryland, and who did acknowledge the foregoing instrument to be the act and deed of the County and that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notary Seal.

---

Notary Public

My Commission Expires: \_\_\_\_\_

#### **CERTIFICATION OF PREPARATION**

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

---

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.

## LIENHOLDER RELEASE

The undersigned lienholder does hereby consent to the aforesaid Deed of Easement for the herein described real property, and by the signature of its Trustee(s), does hereby grant and convey the above described easement(s) to County as legal title holder of the therein described Property and does hereby further agree that such easement shall survive any sale under its Deed of Trust dated \_\_\_\_\_, and recorded among the land records of Frederick County, Maryland in Liber \_\_\_\_\_, Folio \_\_\_\_\_.

WITNESS:

\_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, 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 \_\_\_\_\_, Trustee of \_\_\_\_\_ and he/she did acknowledge the foregoing instrument to be the act and deed of \_\_\_\_\_, and did further certify that he/she is authorized to make this acknowledgement as such Trustee.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My Commission Expires:

**EXHIBIT A**



## EXHIBIT B

### INSPECTION AND MAINTENANCE COVENANT AND AGREEMENT OF PRIVATE STORM DRAINAGE 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), its/their successors, heirs and assigns, 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 Grantor(s), 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 Grantor(s) 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.