

Below is normally accepted language for easements required for storm drains to be maintained by the City of Bowie. Prior to finalizing and executing easements, please provide final drafts for City review through the Department of Public Works.

STORM DRAIN FACILITY EASEMENT AGREEMENT

THIS STORM DRAIN FACILITY EASEMENT AGREEMENT ("this Easement") is made this ____ day of _____, 2020, by and between _____ ("Grantor") and the City of Bowie, Maryland ("Grantee"), a Maryland municipal corporation.

WHEREAS, Grantor is the owner of that certain property conveyed to the Grantor by deed dated _____, from _____ and recorded among the land records of Prince George's County, Maryland at Liber ____, Folio ____ *et seq.*; and

WHEREAS, certain Storm Drain facilities ("the Facilities"), including but not limited to _____, are located on the Property, which Facilities are to be constructed by Grantor pursuant to [INSERT REFERENCE TO DEVELOPMENT APPROVAL REQUIRING THE FACILITIES]; and

WHEREAS, Grantor is required by Section 22-24 of the City Code to grant an easement to Grantee for the purpose of maintenance and repair of the facilities; and

WHEREAS, Grantor is willing to grant an irrevocable easement for the purpose of reconstructing, maintaining, repairing, operating and inspecting the Storm Drain Facilities, located in, on, under, over and across and through those portions of the Property ("the "Easement Area") shown on Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee an irrevocable easement in, on, through and over the Easement Area for the purposes described hereinabove, together with the right of ingress and egress along and over the Easement Area for any and all of such purposes.

TO HAVE AND TO HOLD said Easement Area, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use and benefit forever of Grantee.

BEING an easement binding a portion of the Property as shown on Exhibit A hereto.

AND Grantor covenants that it will permit Grantee to maintain, alter and repair the Storm Drain facilities in the Easement Area.

AND Grantee or its authorized representative may enter on the Grantor's land from time to time for the sole purposes or inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained. Any representative of the Grantee shall carry identification and shall access the easement from a publicly maintained road

whenever possible.

AND neither Grantor nor its successors, heirs, representatives, or assigns may construct any structure, building, or other improvement in the Easement Area or fill or excavate therein without the prior written consent of Grantee and Grantee has the right to restore the Easement Area to its condition prior to any such unauthorized activities at Grantor's sole expense.

AND this Easement shall run with the land in perpetuity, unless released by Grantee in its discretion.

IN TESTIMONY WHEREOF Grantor has caused these presents to be signed and witnessed the day and year first hereinabove written.

WITNESS/ATTEST:

GRANTEE:
[INSERT]

_____ By: _____(SEAL)

WITNESS/ATTEST:

ACCEPTED :
THE CITY OF BOWIE, MARYLAND

_____ By: _____(SEAL)
Awilda Hernandez, Clerk Alfred Lott, City Manager

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) ss:

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged and represented himself or herself to be the _____ for _____ and that he or she, as such, and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing for the _____ for the purposes set forth herein.

WITNESS my hand and notary seal.

NOTARY PUBLIC
My Commission Expires: _____

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Elissa D. Levan