

**PUBLIC STORMWATER MANAGEMENT
DEED of EASEMENT AND AGREEMENT**

THIS DEED OF EASEMENT AND AGREEMENT made this _____ day of _____, 20__, by and between _____, a _____ (company), party of the first, hereinafter referred to as the "Grantor(s)", owner(s) of the property shown on the attached Exhibit A, also known as the _____ project, and the TOWN OF LA PLATA, a municipal corporation, party of the second, "Grantee".

WHEREAS, Town finds it necessary to acquire easements, rights and/or controls shown and/or indicated on the attached Exhibit A dated _____, entitled "_____" and incorporated herein by reference in order to provide for the drainage and discharge of storm water.

NOW, THEREFORE, WITNESSETH, that for no monetary consideration but for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, legal representatives and assigns, in perpetuity, a public storm water management easement. The public stormwater easement contains, in total, _____ square feet, or _____ acres over all that strips or parcels of land owned by Grantor and located in the _____ Election District of Charles County, Maryland, depicted on Exhibit A as "_____" incorporated herein by reference, for the purpose of drainage and control of the flow of water across the lands of Grantors.

TOGETHER with the stormwater management improvements and/or stormwater management facilities, consisting of ponds, pipes, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other installed appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the property (hereinafter collectively referred to as the "Facilities"), all of the same being located in, under, or through the easement areas shown and depicted on Exhibit A made or being and all and every rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

BEING a portion of the land granted and conveyed unto Grantor by Deed recorded among the Land Records of Charles County, Maryland in Liber _____, folio _____.

TO HAVE AND TO HOLD the rights, easements, privileges and controls hereinbefore mentioned and hereby intended to be conveyed upon the proper use and benefits of the Grantee, its successors, legal representatives and assigns.

AND Grantor covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

AND the Grantor does hereby further covenant and agree that the Grantee, its successors, legal representatives and assigns, shall have the right to enter upon the aforesaid easement area whenever it deems necessary to lay, construct, operate, inspect, repair, replace and maintain such stormwater drainage structures and facilities in, over, under, and across the easement area, and to clear and remove any obstructions now or hereafter located within the easement area wherever and whenever necessary, to accomplish the purposes authorized by this Deed of Easement and Agreement; provided that after any such entry the Grantee or its agents shall restore the easement area to at least as good condition as existed immediately prior to the entry.

AND the Grantor does hereby further covenant and agree that she shall not plant any trees or shrubs, that she will not erect any buildings or similar structures of any kind, in, on, or over the said easement area, and that she will not use the easement area in any way that will obstruct or hinder the Grantee's exercise of its easement rights as provided for in this Deed of Easement and Agreement.

AND this Deed of Easement and Agreement shall be binding upon, and inure to the benefit of the Grantor and the Grantee, and their respective heirs, personal representatives, successors, legal representatives and assigns, and shall be a covenant running with the land.

AND by the execution of this Deed of Easement and Agreement, Grantor hereby certifies under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, is the sum total of Zero Dollars (\$00.00).

IN WITNESS WHEREOF, the parties have caused this Deed of Easement and Agreement to be executed and delivered and their seals hereunto affixed.

(Signature Pages Follow)

Witness

Date

By: _____ (Seal)
Authorized Agent

HEREBY CERTIFY that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared _____, the authorized agent for _____ and duly acknowledged the foregoing Public Stormwater Management Deed Of Easement And Agreement to be his act.

Notary Public

TOWN OF LA PLATA

Brent Manuel, Town Manager

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