



City of Annapolis
Department of Planning and Zoning
 145 Gorman Street Fl 3
 Annapolis, MD 21401-2529

Permitting@annapolis.gov • 410-260-2200 • Fax 410-263-9158 • TDD use MD Relay or 711 • www.annapolis.gov

**Easement – Stormwater Management Improvements
 Deed of Easement and Agreement**

Tax ID: _____

THIS DEED OF EASEMENT AND AGREEMENT (the “Easement Agreement”) is made this ____ day of _____, 20__ by and between _____ (the “Grantor”), and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the “Grantee”).

WHEREAS, the Grantor is the fee simple title owner of certain real property at _____, Annapolis, Maryland _____, more particularly described in a deed dated _____, _____ and recorded among the land records of Anne Arundel County, Maryland in liber _____, page ____ (the “Property”); and

WHEREAS, a third party is constructing a certain restoration project on the Property, including, but not limited to, _____ (collectively, the “Project”), for which the Grantee will be assuming long-term maintenance obligations; and

WHEREAS, the Grantee desires to enter on, through, and across the land hereinafter described (the “Easement Area”), said Easement Area being a portion of the Property, for the purpose of ingress and egress and other governmental purposes to be in, on, through and across the Easement Area related to the Project, and the Grantor is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor hereby grants and conveys unto the Grantee, a municipal corporation of the State of Maryland, its successors, legal representatives, and assigns, an easement on, over, under, along, across and through the Easement Area for the purpose of ingress and egress and other governmental purposes related thereto.

AND the Grantor does hereby agree that this Easement Agreement shall entitle the Grantee, its employees, agents and contractors, and its successors and/or assigns, from time to time and at reasonable times and in a reasonable manner to enter into the Property and upon the Easement Area, whenever it may be necessary for legal governmental purposes relative to the Easement Area provided, however, that the ground hereinabove described shall be restored and left in reasonable condition; and it is further agreed that no buildings, fences or similar structures of any kind shall be erected in, on, over, or around the said Easement Area by the Grantor, the Grantor’s personal representatives, successors and/or assigns; nor shall the existing grade be changed without prior approval of the City of Annapolis Department of Public Works.

1. The Grantor shall continue to retain, and permanently and indefinitely assumes, the following routine maintenance responsibilities and costs for the Property, including the Easement Area: regular inspections, trash removal and landscaping, removal of invasive species to the extent practicable, and/or other routine maintenance to reasonably prevent any interference with the Project’s operation on the Easement Area.

2. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The venue for all actions initiated pursuant to this Easement Agreement shall be the Courts of Anne Arundel County, Maryland. The parties hereby waive jury trial in all actions initiated pursuant to this Easement Agreement.

3. This Easement Agreement is the parties’ final and entire understanding and agreement pertaining to the matters set forth herein. There are no representations, conditions, or terms pertaining to these matters, oral or written, other than those expressly set forth herein. This Easement Agreement shall not be amended or modified except in writing signed by the authorized representatives of the parties and duly notarized.

4. This Easement Agreement shall be recorded among the Land Records of Anne Arundel County, Maryland at the Grantee’s expense.

5. The Grantee's use of the Easement Area pursuant to this Easement Agreement, and all terms and conditions set forth herein, shall run with the Property and be binding on and enforceable against the parties and their respective successors and assigns.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

GRANTOR:

_____ By: _____ (Seal)
Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year 20____, before me, the subscriber, a Notary Public, personally appeared _____, _____ of the Grantor, and being authorized to do so, he/she acknowledged the foregoing Deed of Easement and Agreement to be the act of the Grantor, by himself/herself as its _____, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

ATTEST:

CITY OF ANNAPOLIS:

_____ By: _____ (Seal)
Gavin Buckley, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Office of Law, D. Michael Lyles, City Attorney _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year 20____, before me, the subscriber, a Notary Public, personally Gavin Buckley, and being authorized to do so, he/she acknowledged the foregoing Deed of Easement and Agreement to be the act of the Grantor, by himself/herself as its _____, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

It is certified hereby that this Deed of Easement and Agreement was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Name: _____

Title: _____

Signature: _____

Exhibit A

Attach Description/Diagram of Easement.