



City of Annapolis
 Department of Planning and Zoning
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Easement – Stormwater Management Facilities
Deed of Easement and Agreement, City Grantee

Tax Account No. _____

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 Grantee desires to construct, install and maintain certain stormwater management facilities in, on, through, and across the land hereinafter described (the “Easement Area”), 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, its successors, legal representatives, and assigns, a permanent and perpetual stormwater management facilities easement on, over, under, along, across and through that part of the land of the Grantor, situate in Anne Arundel County, State of Maryland, as shown in Exhibit A, attached hereto and incorporated herein, for the location, installation, inspection, maintenance, repair, reconstruction and replacement of stormwater facilities and appurtenances which the Grantee, in its sole discretion, determines are necessary.

BEING a portion of the property at _____, Annapolis, Maryland _____, which by deed dated _____, and recorded among the land records of Anne Arundel County, Maryland in liber _____, folio _____ was granted and conveyed by _____ unto the Grantor herein (the “Property”).

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 to for the purposes specified above; 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.

1. 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.

2. 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.

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

4. 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 the _____ day of _____, 20____, before the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Gavin Buckley, Mayor of the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland, and being authorized to do so, he acknowledged the foregoing Deed of Conservation Easement and Agreement to be the act of the CITY OF ANNAPOLIS, by himself as its Mayor, 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
Description of Easement.