

THIS FLOODPLAIN EASEMENT, made this _____ day of _____ 2016, by and between Owner(s) Name(s), party of the first part, hereinafter called the "Landowner," and **PRINCE GEORGE'S COUNTY, MARYLAND**, a body corporate and politic, party of the second part, hereinafter called the "County."

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) in hand paid the Landowner by the County, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey unto the County, its successors and/or assigns, the Flood Plain Easement hereinafter described for the establishment and inspection of a Floodplain Area within said Floodplain Easement, together with the right of ingress, egress and regress to, from, along and over said Floodplain Easement for any and all such purposes. The area of land over which this Floodplain Easement is granted being described as follows:

Permit No.

?????????

SEE ATTACHED SCHEDULES

R/W Log No.

????

TO HAVE AND TO HOLD the Floodplain Easement for the establishment of a floodway area over the hereinafter described parcel of land. Together with all rights, privileges, appurtenances and advantages thereto belonging or appertaining for the proper use, benefit, and behoof forever of the County, its successors and/or assigns.

AND the Landowner, its successors and/or assigns, covenants and agrees with the County, its successors and/or assigns, as follows:

FIRST: That the County, its successors and/or assigns, shall at all times have the right of ingress, egress and regress to and over said Floodplain Easement, and within any such areas as the Landowner may designate, for the purpose of establishment, inspection and maintenance of the Flood Plain Area.

SECOND: That the County, its successors and/or assigns, shall have the right, at its option only, to install, construct, reconstruct, maintain, repair, operate and inspect a flood control system or storm drain system within the hereinbefore described Flood Plain Easement. However, nothing herein shall be construed to require the County to install, construct, reconstruct, maintain, operate or repair a flood control system or storm drain system within the said Floodplain Easement.

THIRD: That the Landowner, its successors and/or assigns, shall not construct any structures, buildings and/or improvements or place any fill or do any excavation, dredging or draining, or remove any trees or natural vegetation within the herein described Floodplain Easement unless the prior written consent of the County is given thereto.

FOURTH: That if and/or when a flood control system or storm drain system is constructed within the herein described easement area, any portion of said easement no longer needed for the flood control system or storm drain system, as determined by the County, may be released from the effect of this easement.

FIFTH: That the Landowner will warrant specially the land described in the Floodplain Easement and will execute such further assurances thereof as may be requisite.

WITNESS HEREOF their hand and seal.

Company Name if a business entity

_____ (Seal)

Owner Name if privately owned -or-
Name of Person signing for business
Title of person signing for business

STATE OF _____ :
To Wit:
COUNTY OF _____ :

I Hereby Certify, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Name of Individual signing, Title of Name of Business if needed**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, being authorized to do so and that said person executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

NOTARIAL SEAL

My Commission Expires: _____