

THIS STORMWATER MANAGEMENT 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."

WHEREAS, the LANDOWNER is the owner of a certain tract or parcel of land more particularly described by a Deed recorded among the Land Records of Prince George's County, Maryland, on **Date of Recordation**, and recorded in **Liber** ????? at **Folio** ???; and

WHEREAS, the COUNTY is authorized and required to regulate and control the disposition of storm and surface waters within the COUNTY'S Stormwater Management District as set forth in Article 29, Section 3-202, et seq., of the Annotated Code of Maryland;

WITNESSETH: That in consideration of the sum of One (\$1.00) Dollar 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, an easement for the installation, construction, reconstruction, maintenance, repair, operation and inspection of stormwater detention and retention basin(s) and appurtenances within the below described easement area, together with the right of ingress and egress, for the purpose of conducting the aforesaid activities within the easement area shown on the Plat or Plan annexed hereto and described as follows:

Permit No.

????????

R/W Log No.

????

SEE ATTACHED SCHEDULES

TO HAVE AND TO HOLD the said easement for the installation of stormwater detention/retention basin(s), 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 and egress for the purpose of installing, constructing, and reconstructing, maintaining, repairing, operating and inspecting said stormwater detention/retention basin within said easement. Said ingress and egress to be in, through and/or over the easement area shown and described

herein or along such other route as the Landowner and the County may agree to be mutually acceptable. All costs and expenses of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting said stormwater detention/retention basin(s) shall be borne by the County and be the obligation of the County.

SECOND: That the County, its successors and/or assigns, is granted the right to restrict the Landowner, its successors and/or assigns, from constructing any structure or building and/or improvement or fill or excavation upon the said easement, or conducting any activity that may interfere with the proper functioning of the detention/retention basin(s), unless the prior written consent of the County is given thereto.

THIRD: That the Landowner will warrant specially the said easement and will execute such further assurances thereof as may be requisite.

FOURTH: The County hereby indemnifies and holds harmless the Landowner for any loss, cost or expense the Landowner suffers in connection with the County's faulty or negligent reconstruction, functional maintenance, repair, or operation and inspection of said stormwater management detention/retention basin(s).

WITNESS HEREOF their hand and seal.

WITNESS: _____ 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.

NOTARIAL SEAL

NOTARY PUBLIC

My Commission Expires: _____

SAMPLE