



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

Tax Account No. _____

THIS DEED OF EASEMENT AND AGREEMENT (the “Easement Agreement”) is made this ____ day of _____, 20__ by and between the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the “Grantor”) and _____ (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 and assigns, an easement in, on, through, and across the land of the Grantor, situate in Anne Arundel County, State of Maryland to construct, install, and maintain certain stormwater management facilities as further described in a “City of Annapolis Stormwater Management Agreement (“Development”) dated _____, 20__ between the same parties hereto, said stormwater management facilities to be in, on, through and across the Easement Area which is described as follows:

BEING KNOWN AND DESIGNATED AS that area described in Exhibit A, attached hereto and incorporated herein.

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 City of Annapolis, the Grantor herein (the “Property”).

AND the Grantor does hereby agree that the Grantee, its employees, agents or contractors, and its successors and/or assigns, shall have the right and privilege of entering upon the Easement Area, whenever it may be necessary to construct and install those stormwater management facilities, and from time to time maintain said facilities, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said Easement Area by the Grantor, the Grantor’s personal representatives, successors and/or assigns.

1. If the work or activities undertaken by the Grantee its employees, agents or contractors, or its successors and/or assigns to construct, install or maintain the stormwater management facilities within the Easement Area should damage or disrupt the surrounding roadbed, the Grantee shall, at its sole expense, restore said roadbed to conditions equivalent to or better than those that existed prior to the damage or disturbance.

2. The Grantee, and its employees, agents or contractors shall indemnify, defend and hold harmless the Grantor, its elected officials, appointees, directors, employees, agents, and representatives, from all liability for injury or damage to persons or property caused by the Grantee’s negligence or intentional wrongdoing or other acts or omissions, and such negligence, intentional wrongdoing, or other acts or omissions of its employees, agents, and contractors, in carrying out any activities pursuant to this Easement Agreement.

3. 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.

4. 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.

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

6. 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: CITY OF ANNAPOLIS:

_____ By: _____ (Seal)
Gavin Buckley, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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 _____

ATTEST:

GRANTEE:

_____ 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 _____

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.]