

Use the following form whenever there is a note on the plat referring to a stormwater management easement OR if the project is a site plan and there is SWM money shown on the questionnaire.

**STORMWATER MANAGEMENT DEED OF EASEMENT
AND MAINTENANCE AGREEMENT**

THIS DEED OF EASEMENT, made this _____ day of _____, 20___, by and between _____ (“Grantor”) (in the event this document involves more than one grantor then Grantor shall include and mean the plural); and _____ and _____ (“Trustees”); and _____ (“Beneficiary”); and _____ (“Mortgagee”); and **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, including its successors and assigns (“Grantee”).

WHEREAS, Grantor owns land which Grantor has expressed an intent to develop by subdividing the land or other development; and

WHEREAS, pursuant to Chapter 191, Stormwater Management, of the Code of Public Local Laws and Ordinances of Carroll County, Grantor is required to agree to construct and maintain stormwater management facilities as a condition of Grantor’s authorization to develop; and

WHEREAS, Trustees and Beneficiary have secured a loan to Grantor on property which wholly or in part is set forth on a Subdivision Plat/Site Plan entitled “_____” (_____ SHEETS) and intended to be recorded among the Land Records of Carroll County. The Deed of Trust is dated _____, _____, and recorded among the Land Records of Carroll County in Book No. _____, Page _____ &c.; and

WHEREAS, Mortgagee has secured a loan to Grantor on property which wholly or in part is set forth on a Subdivision Plat/Site Plan entitled “_____” (_____ SHEETS) and intended to be recorded among the Land Records of Carroll County. The Mortgage is dated _____, _____, and recorded among the Land Records of Carroll County in Book No. _____, Page _____ &c.; and

WHEREAS, Trustees, Beneficiary and Mortgagee join for the purpose of assenting to this document and by such joinder agree to subject any sales of the property on foreclosure, to the legal operation and effect hereof.

NOW THEREFORE, THIS DEED OF EASEMENT WITNESSETH, that for and in

consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor, Trustees, Beneficiary and Mortgagee, do\does hereby grant, release and confirm, unto **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, its successors and assigns, a **stormwater management easement** in, on, over and under so much of Grantor's property as is shown on a Plat/Site Plan entitled “ _____ ”, which Plat is to be recorded among the Land Records of Carroll County simultaneously herewith at Plat Book No. _____, Page _____; so that said property is subject to the covenants, conditions, limitations and restrictions hereafter set forth, so as to constitute an equitable servitude upon the land.

BEING an easement over a portion of the land conveyed unto the Grantor by Deed from _____, dated _____, and recorded among the Land Records of Carroll County, in Book No. _____, Page _____ &c.

AND the Grantor covenants for and on behalf of Grantor and Grantor's respective personal representatives and assigns, with the Grantee and Grantee's successors and assigns, to construct and maintain the stormwater management facilities as delineated in the Stormwater Management Plan entitled “ _____ ” (__ SHEETS) which has been approved by the County. The original site plan and construction drawings attached thereto shall be retained by the County and available for inspection or review during normal business hours. Furthermore, it is the intent of the parties that these covenants be deemed to be and are construed as real covenants running with the land. All subsequent purchasers of the property burdened by this easement shall assume the position of “Grantor” for the purposes of this easement at the time of sale.

FYI - if there are no construction drawings for the project use the following paragraph instead of the one above:

AND the Grantor covenants for and on behalf of Grantor and Grantor's respective personal representatives and assigns, with the Grantee and Grantee's successors and assigns, to construct and maintain the stormwater management facilities as required by Chapter 191, Stormwater Management, of the Code of Public Local Laws and Ordinances of Carroll County. Furthermore, it is the intent of the parties that these covenants be deemed to be and are construed as real covenants running with the land. All subsequent purchasers of the property burdened by this easement shall assume the position of “Grantor” for the purposes of this easement at the time of sale.

AND the parties, for themselves, their heirs, personal representatives, successors, and assigns further covenant and agree as follows:

1. That the Stormwater Management Facilities (both structural and non-structural i.e. ponds, drywells, disconnection through grading, roadway wide shoulders, etc.) shown on these plans shall be constructed and maintained by the Grantor pursuant to Chapter 191, Stormwater Management, of the Code of Public Local Laws and Ordinances of Carroll County.

2. Grantor and Grantor's successor and assigns, shall be responsible for continuing maintenance of the facilities (both structural and non-structural), including but not limited to

mowing, cleaning and removing sediment, trees, shrubs and debris so that the facility function is preserved. Erection of structures (including fences, retaining walls, and sheds of any kind) or any earthwork which could result in redirection of surface runoff within the facilities is prohibited.

3. Grantee or its authorized representative shall have the right to enter on the Grantor's land from time to time for the purposes of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained. Any representative of the Grantee shall carry identification and shall access the easement from a publicly maintained road whenever possible.

4. Grantor and Grantor's successor and assigns, shall be responsible for repairing any structural damages or failure which may occur as a result of negligence, accident, or misuse. In the event of structural damage, Grantor shall be responsible to make the necessary repairs in a timely manner not exceeding thirty (30) days without express written approval of County.

5. If after notice by the Grantee to correct a violation, satisfactory corrections are not made by the Grantor within thirty (30) days, the Grantee may perform all necessary work to place the facility in proper working condition. The owner of the facility shall be assessed the cost of work and any penalties. Failure to pay costs may result in a lien on the property or which may be placed on the property tax bill and collected as ordinary taxes by the Grantee.

6. That this easement does not grant the public in general any right of access to or any right or use of the above described land.

7. That nothing herein contained shall relieve the Grantor or its heirs, personal representatives, successors, or assigns of the obligation to pay real estate taxes or to comply with any applicable State or County law, ordinance, or regulation.

8. That this easement shall be in perpetuity, unless released by Grantee.

AS WITNESS the hand and seal of the Grantor herein.

_____(SEAL)
BY:
TITLE:
Grantor

_____(SEAL)
BY:
Trustee

(SEAL)
BY:
TITLE:
Beneficiary

(SEAL)
BY:
TITLE:
Mortgagee

NEED NOTARY FOR EACH SIGNATURE EXCEPT COUNTY SIGNATURES

ACCEPTED BY:
THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND
a body corporate and politic of the State of Maryland

Date:

BY: CLAYTON R. BLACK, CHIEF
BUREAU OF DEVELOPMENT REVIEW

Approved for legal sufficiency:

THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney, or by a party to this instrument.

PWA No. _____

Tax Account No.

date:

RETURN TO: Department of the County Attorney, 225 N. Center Street, Westminster, MD 21157