

UA/PWA #

DEED OF EASEMENT AND AGREEMENT
Floodplain Easement

THIS DEED OF EASEMENT AND AGREEMENT, made this _____ day of _____, 20____, between _____, (“Property Owner”), and ANNE ARUNDEL COUNTY, MARYLAND (the “County”), the purpose of which is to identify, preserve, and protect existing floodplain by restricting the use of the Floodplain Easement Area, as described below.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration (no monetary value), the receipt of which is hereby acknowledged, and pursuant to the requirements of Article 17 Title 3 of the Anne Arundel County Code, as amended, the Property Owner grants and conveys to the County, and to its successors and assigns, in perpetuity, an easement or easements in gross, subject to the covenants, conditions, and restrictions set forth below, to run with and be binding upon part of the land of the Property Owner, described as follows:

All that area shown and designated as “Floodplain Easement” on the plats entitled _____, which plats are on file with the Anne Arundel County Office of Planning and Zoning and recorded or intended to be recorded among the Plat Records of Anne Arundel County (the “Floodplain Easement Area”).

BEING part of the Property Owner’s property described in a deed dated _____ and recorded in the Land Records of Anne Arundel County, Maryland at Liber _____, Folio _____ (the “Property”).

SUBJECT to the following terms and conditions:

1. The purpose of this Floodplain Easement is to restrict, in perpetuity, the use of the Floodplain Easement Area as described below to preserve its function as a floodplain. It is the intent of the parties that this easement shall constitute a servitude upon the land and shall run with the land in perpetuity, and shall bind the Property Owner, their personal representatives, heirs, successors, assigns, lessees, and any other person claiming under them.

2. The Property Owner shall be allowed to maintain conditions in the Floodplain Easement Area as such existed prior to the execution of this Deed of Easement and Agreement.

Thereafter, unless the County expressly grants written authorization, the following activities are prohibited in the Floodplain Easement Area:

- a. Haying, mowing, or seed harvesting, other than maintenance of an existing lawn;
- b. Soil disturbance by filling, grading, stripping of topsoil, plowing, cultivating, or other practices, except in connection with stream restoration, maintenance or management under an approved plan; step pool conveyance stormwater management systems under an approved plan; or non-structural stormwater management practices under an approved plan;
- c. Altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, cutting, or otherwise destroying the vegetative cover (including trees), except in connection with stream restoration, maintenance or management under an approved plan; step pool conveyance stormwater management systems under an approved plan; or non-structural stormwater management practices under an approved plan;
- d. Storing or dumping of any material, including but not limited to yard waste, appliances, automobiles, garbage, trash, chemicals, pesticides, and construction debris;
- e. Tampering with stormwater management devices, hindering or diverting the flow of water, or in any other way impeding the use or effectiveness of the above-described area as a floodplain;
- f. Building or placing buildings or structures, including fences, on, under, or over the Floodplain Easement Area;
- g. Any other activity or use that in anyway impedes or adversely affects, in the sole discretion of the County, the use or effectiveness of the above-described area as a floodplain or that violates the provisions of Article 16, Title 2 (“Floodplain Management”) of the Anne Arundel County Code, as amended from time to time, or State law.

3. The County shall have the right to enter the Property to inspect the Floodplain Easement Area and to undertake any activities to restore, protect, manage, maintain, enhance, and monitor the floodplain functions and values of the Floodplain Easement Area, including any stormwater management systems located therein, and may use subcontractors to perform these functions.

4. Permits must be issued pursuant to all applicable federal, state, and County laws prior to any stream and/or outfall restoration, maintenance, and management practices.

5. In the event the County completes or maintains, at County expense, a stream restoration project within the Floodplain Easement Area, Property Owner agrees that any and all pollutant load reduction credits associated with or generated by said restoration shall accrue to the sole benefit of the County.

6. When the provisions of this easement conflict with other laws, regulations, policies, or easements, the more restrictive shall apply.

7. The Property Owner shall indemnify and hold harmless the County, its employees, agents, and assigns, for any and all liabilities, claims, damages, and costs arising out of conditions in the Floodplain Easement Area as such existed prior to the execution of this Deed of Easement and Agreement. Any costs incurred for environmental remediation shall be a lien on the Property and shall be collected as provided in County Code § 1-9-101.

TO HAVE AND TO HOLD to the County, its successors, legal representatives and assigns, forever, together with the right to enforce the terms and conditions set forth in this Deed of Easement and Agreement against the Property Owner, the Property Owner’s purchaser, grantee, lessee and any other person or entity having any right, title or interest therein, and upon their respective heirs, personal representatives, successors, and assigns.

AND the Property Owner hereby covenants to warrant specially the Easement herein granted and to indemnify and hold the County harmless from any loss suffered as a result of any sale of the subject property (judicial or otherwise) that affects the validity or enforceability of this Easement. Property Owner further covenants to provide such further assurances and to execute, acknowledge and deliver to or for the County such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Easement, or to confirm or perfect any rights created hereunder.

WITNESS the hands and seals of the parties hereto.

WITNESS:

GRANTOR:

_____ (SEAL)

_____ (SEAL)

ATTEST:

**ANNE ARUNDEL COUNTY,
MARYLAND**

_____ (SEAL)
Daniel L. Kane, Director
Department of Inspections and Permits

Approved for form
and legal sufficiency:

_____ Office of Law _____ Date

STATE OF _____ COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__,
before me, the subscriber, a notary public in and for the State and County aforesaid, personally
appeared _____ and acknowledged the foregoing
Deed of Easement and Agreement to be the act of said _____.

WITNESS my hand and notarial seal.

Notary Public

My commission expires:

STATE OF _____ COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__,
before me, the subscriber, a notary public in and for the State and County aforesaid, personally
appeared _____ and acknowledged the foregoing
Deed of Easement and Agreement to be the act of said _____.

OTHER THAN THE COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM

WITNESS my hand and notarial seal.

Notary Public

My commission expires:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____,
before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,
Maryland, personally appeared Daniel L. Kane, Director, Department of Inspections and Permits,
for Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, and
acknowledged the foregoing Deed of Easement and Agreement to be the act of said body
corporate.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

I HEREBY CERTIFY that this Deed of Easement and Agreement was prepared by a party
to this instrument or by an attorney licensed to practice in the State of Maryland, or under the
supervision of an attorney licensed to practice in the State of Maryland.

Date _____

Preparer: _____