

Use the following form when there are 100-year floodplains referenced on the plat.

FLOODPLAIN DEED OF EASEMENT

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 references to the masculine shall include the feminine and neuter genders hereafter); 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, Grantor's land includes floodplains to be permanently protected pursuant to Chapter 114, Floodplain Management, of the Code of Public Local Laws and Ordinances of Carroll County; and

WHEREAS, Grantor is required to agree to the permanent preservation of the floodplain areas and their natural vegetation as open space, 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 entitled “_____” 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 entitled “_____” 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 Lots 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 floodplain easement in, on, over and under so much of Grantor's property as is shown on a Plat entitled “_____”, and identified thereon as “**Floodplain Easement**”, 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.

FYI – if one of the parties are deceased add: The said _____ having since departed this life and land having vested in severalty in _____, his/her wife/husband.

Use only if property was taken as tenants by the entireties.

If it was taken otherwise, consult attorney for proper wording.

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 do and refrain from doing upon the above described land all and any of the various acts set forth below, it being the intention of the parties that the land shall be preserved in a condition which acts to protect the floodplain. 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 lots 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 following structures, practices, and activities are prohibited within the easement:
 - a. Soil disturbance by filling, grading, stripping of topsoil, plowing, cultivating, or other practices.
 - b. Storing or dumping of any material, including but not limited to yard waste, appliances, automobiles, garbage, trash, chemicals, pesticides, or construction debris.
 - c. Composting or broadcast spreading of yard waste.
 - d. Storing maintaining, or operating motorized vehicles except on designated roads and driveways or for emergency use and maintenance; except as otherwise authorized herein.

e. Housing or otherwise maintaining domestic animals to include activities involving the construction of kennels, stables, or barns; disposal of manure; grazing of livestock which would result in the destruction of natural vegetation and soil disturbance; or any other activity which would result in the destruction of vegetation and exposure of soil to erosion.

f. Burning of vegetation.

2. That the following structures, practices and activities are permitted within the easement after review and approval by the Grantee:

a. Driveways, bridges and utilities if it is clearly proven that no other feasible alternative exists and that minimal disturbance takes place. These structures shall be located, designed, constructed, and maintained to provide maximum erosion control, to minimize impacts on wildlife and aquatic habitats, and to maintain hydrologic processes and water quality. Following any disturbance, the affected area shall be restored in accordance with methods approved by the Grantee.

b. Stream restoration projects and activities.

c. Scientific studies including water quality monitoring and stream gauging.

d. Allowing forests to naturally regenerate or planting fields with trees. Reforestation projects should be undertaken with the advice and guidance of the Maryland Departments of Natural Resources and Agriculture and conducted pursuant to the Carroll County Forest Conservation Ordinance and subsequent revisions.

e. Maintaining the easement in a dense and vigorous cover of non-lawn vegetation which may be mowed or harvested no more than twice a year to a height of no less than six inches. Control of noxious weeds and multiflora rose is permitted as long as soil exposed by the treatment process is immediately stabilized.

f. Development in compliance with Chapter 38, Floodplain and Storm Drainage Areas Subject to Flooding by Surface Waters or Running Streams, as adopted and codified in Section 97-4(59) of the Code of Public Local Laws and Ordinances of Carroll County, and Chapter 114, Floodplain Management.

3. If this easement is being utilized as a sheetflow to buffer credit in accordance with Chapter 5.0 Stormwater Credits for Innovative Site Planning of the 2000 Maryland Stormwater Design Manual Volumes I and II for compliance with Chapter 191, Stormwater Management, of the Code of Public Local Laws and Ordinances of Carroll County, then the following additional conditions apply:

a. The minimum buffer wide shall be fifty feet as measured from bankfull elevation or centerline of the buffer.

b. The maximum contributing length shall be one hundred fifty feet for pervious

surfaces and seventy-five feet for impervious surfaces.

c. Runoff shall enter the buffer as sheet flow. Either the average contributing overland slope shall be 5.0% or less, or a level spreading device shall be used where sheet flow can no longer be maintained.

d. Buffers shall remain unmanaged other than routine debris removal.

e. The natural vegetation shall be managed in a meadow or forest condition.

f. The boundaries of the easement shall be clearly marked and delineated on the property as approved by the Grantee.

4. That any activity within the easement shall be conducted to minimize disturbance of leaf litter and vegetation. Where the existing ground cover is disturbed and results in exposed soil, that area shall be immediately stabilized by Grantor to avoid soil erosion.

5. That any activity or use not specifically prohibited or authorized must be submitted to the Grantee for review. Unless approved by the Grantee, the activity is prohibited.

6. That the Grantor shall not violate all applicable federal, state, and local laws. When the provisions of this easement conflict with other laws, regulations, policies or easements, including but not limited to a water resource protection easement, the more restrictive shall apply.

7. That the Grantee or its authorized representative shall have the right to enter on the Grantor's land from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained; provided, however, that the Grantee shall have no right under this easement to inspect any land outside the easement. Any representative of the Grantee shall carry identification and shall access the easement from a publicly maintained road whenever possible.

8. 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.

9. That nothing herein contained shall relieve the Grantor or its heirs, personal representatives, successors, or assigns of the obligation to pay real estate taxes.

10. 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: J. MICHAEL EVANS, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

Approved for legal sufficiency:

TERRI A. JONES
DEPUTY COUNTY ATTORNEY

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.

TERRI A. JONES
DEPUTY COUNTY ATTORNEY

TAJ_____
PWA No. _____
Tax Account No.
date:

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