

PUBLIC PEDESTRIAN TRAVEL WAY EASEMENT

THIS AGREEMENT is made on this _____ day of _____, 20____, by and between _____ (Grantor), and the County Commissioners of Charles County, Maryland, a body corporate and politic, (County).

WHEREAS, the Grantor is the owner of real property identified as Tax Map _____, Grid _____, Parcel _____, Lot _____, located in the Subdivision _____ as shown on a plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____, as more particularly described on Exhibit A attached hereto (the "Property"). The purpose of the Easement is to grant to the County, a perpetual pedestrian travel way easement on the Property.

WITNESSETH, that in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys to County a perpetual easement over, through and across the Property of Grantor particularly described and indicated as

as shown on a Plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____; for the purpose of operating and maintaining a pedestrian travel way within the boundary of the permanent easement.

The Grantor covenants and agrees with County as follows:

First: All access drives and appurtenant facilities and any pedestrian travel way related improvements which will be installed in the easement shall remain the property of the Grantor.

Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this agreement.

Third: County, its agents, and employees shall have the right of access from a public road to the easement over the property of Grantor.

Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement herein granted.

Fifth: Grantor reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by County for the purposes of this agreement. However, Grantor shall not make or erect any improvements whatsoever, including buildings, fences, walls or other structures on the easement without obtaining the prior written approval of County.

Sixth: After final approval of clearing and grading of the easement area, County agrees to perform the necessary routine maintenance such as mowing of the grass, maintenance of

vegetation, and removal of trash and other objects in the easement. County agrees to perform the necessary maintenance to allow the proper and safe use of any pedestrian travel way improvements and any other related improvements within the easement.

Seventh: Grantor warrant they are seized of the property subject to the easements and has the right to convey the easement; that there are no encumbrances; that the County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

GRANTOR:

By: _____ (Printed Name)

(Title)

STATE OF _____, COUNTY OF _____, TO WIT:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to within the instrument and acknowledges that he/she executed the foregoing document for the purposes and in the stated capacity therein contained.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

GRANTOR:

By: _____ (Printed Name)

(Title)

STATE OF _____, COUNTY OF _____, TO WIT:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to within the instrument and acknowledges that he/she executed the foregoing document for the purposes and in the stated capacity therein contained.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Additional signatures on the following page

Approved for Acceptance:

Approved as to Legal Sufficiency:

By: _____, Director
Planning and Growth Management

By: _____, County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

By: _____ (Print Name)
_____ (Title)

By: _____, President

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK