

WATER AND SEWER EASEMENT

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

WHEREAS, Grantor owns property identified as Tax Map _____, Grid, _____, Parcel _____, Lot, _____, Section _____, acquired by a Deed recorded among the Land Records of Charles County, Maryland at Liber _____, Folio _____, and as described on Plats recorded among the Land Records of Charles County, Maryland at Plat Book _____, Page _____, located in the _____ Election District of Charles County, Maryland (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 does hereby grant and convey to County perpetual easement(s) over, across, under and through the Property 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 layout, opening, installation, construction, reconstruction, improvement, maintenance, repair, operation and inspection of existing and future water lines, sewer lines and necessary appurtenances ("Facilities") on the land of the Grantor.

The Grantor covenants and agrees with the County as follows:

First: All Facilities which will be installed in the easement(s) shall become the property of County upon acceptance by the County.

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(s) 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(s) herein granted, including the right to cut down and clear away trees and vegetative growth within or on either side of the easement which may, in the County's discretion, interfere with the exercise of County's rights.

Fifth: Grantor reserves the right to make use of the easement(s) 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(s) by County for the purposes of this agreement. However, Grantor shall not make

or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s), without obtaining the prior written approval of County.

Sixth: After final acceptance of the Facilities, County agrees to perform the necessary maintenance to the Facilities within the easement.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances other than mortgages of record; that 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.

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

GRANTOR:

_____ (SEAL)

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

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GRANTOR:

_____ (SEAL)

STATE OF _____, COUNTY OF _____, TO WIT:

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Additional signatures on the following page

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Approved for Acceptance:

Director
Planning and Growth Management

ATTEST:

Approved as to Legal Sufficiency:

County Attorney

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

President (SEAL)

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