

PRIVATE SIGHT DISTANCE 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 a perpetual easement 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 providing unobstructed views across the easement(s) for traffic safety.

AND the Grantor covenants and agrees with County as follows:

First: All improvements, access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of 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(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.

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, walls or other structures on the easement(s) without obtaining the prior written approval of County.

Sixth: Grantor shall not place any structure, plant or object within the easement(s) between an elevation of 18 inches and 96 inches in height. The preceding sentence does not apply to poles or trees that the County determines do not adversely affect traffic visibility.

Seventh: After final approval of clearing and grading of the easement area(s), Grantor agrees to perform the necessary routine maintenance such as mowing of the grass, maintenance of vegetation to meet the height limits of the sixth item above, and removal of trash and other objects to allow clear sight through the easement from the public roadway(s).

Eighth: County shall at all times have the right, but not the obligation, to trim, cut and keep clear all hedges, shrubbery, trees, limbs and other obstructions within the easement.

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

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

GRANTOR:

_____ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing easement to be his duly authorized act.

As witness my hand and Notarial Seal.

Notary Public
My commission expires: _____

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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Approved for Acceptance:

Director
Planning and Growth Management

Approved as to Legal Sufficiency:

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

President