

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____ (Grantor), and _____, (Grantee).

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).

WHEREAS, the Grantee has a Project entitled “ _____”, PGM# DSP- _____; as described and indicated in Exhibit A.

WHEREAS, the Project requires access to the Property, therefore the Grantee has requested, and the Grantor agrees to allow the Grantee temporary access to the Property to install, construct, reconstruct, restabilize and to encumber the Property with a Temporary Construction Easement Agreement in association with the Project; and

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 the Grantee, its successors and assigns a Temporary Construction Easement and right-of-way over, under, across and through the Property.

The right, privilege and easement granted for the use of the Temporary Construction Easement shall cease and terminate immediately following construction. Construction is complete upon final inspection and approval by the applicable governmental authorities.

TO HAVE AND TO HOLD, said easement and right of way, together with the rights and privileges pertinent to their proper use and benefit forever by the Grantee, its successors and assigns.

AND the Grantor, for their self, their heirs and assigns, covenant and agree with the Grantee, its successors and assigns, as follows:

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

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

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

Fourth: Following the completion of construction, the Grantee will cause to be removed from the Easement Area all debris, surplus material and construction equipment, and shall restore

the Easement Area to a condition as nearly practicable as that existing prior to commencement of construction.

Fifth: Grantor will not erect or permit to be erected any building or structure, or plant any trees, or excavate within the easement prior to or during the time of construction.

Sixth: 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 Grantee for the purposes of this agreement.

Seventh: That the Grantee, its successors and assigns, shall reseed the easement area after completion of construction and return any private driveways disturbed during construction to a condition as near as practicable to that existing prior to beginning of work.

Grantor warrants that they are seized of the property subject to the easement and have the right to convey the easement; that there are no encumbrances, other than mortgages of record; that County shall have quiet enjoyment. 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.

The Grantor warrants specially said easement and right of way and will execute such further assurances thereof as may be required.

Signatures on the pages that follow

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

GRANTOR:

_____(SEAL)

State of _____, _____ County, 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:

_____(SEAL)

State of _____, _____ County, 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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GRANTEE:

_____(SEAL)

State of _____, _____ County, 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: _____

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