

WATER AND SEWER DEDICATION AGREEMENT

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

WHEREAS, Owner 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, in accordance with the terms of a certain Development Agreement concerning Water and Sewer facilities between the Developer and the County, dated _____, the Developer agreed that in connection with its development of a subdivision (or project) known as _____ (DSP# _____) located in the _____ Election District of Charles County, Maryland, it would construct the necessary water and sewer lines and appurtenances hereinafter referred to as the Facilities, and

WHEREAS, the plans for the Facilities have been approved by the County, and

WHEREAS, the Owner has constructed the Facilities at its expense, and

WHEREAS, the County has agreed to accept the aforesaid Facilities, without cost, as of the date of this Agreement, and

WHEREAS, the County by accepting title to the aforesaid Facilities agree to maintain same and integrate the Facilities into its public system, accepting full responsibility for all maintenance, operational and other costs.

WITNESSETH: That in consideration of the sum of ONE Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged; and of the premises, the mutual covenants and agreements herein undertaken, the said parties hereto agree as follows:

First: That the Owner by execution of this Agreement, does hereby convey title to said Facilities to County free and clear of all liens and encumbrances, and does further agree that it will execute any and all deeds necessary to convey to the County all easements for lines that now exist, and does further agree to grant such further easements for sewer and water mains, without charge, as may be determined by the County in its sole discretion, in order to serve the entire Property or connect same to other lines owned, or to be built, by the County or anyone.

Second: That the Owner agrees to supply to the County with all available information concerning the testing and operation of the Facilities and warranties concerning the equipment in connection with this Agreement.

Third: From and after the date of the signing of this Agreement by the County, the County shall be entitled to collect all fees of any nature for the operation of the Facilities on the Property and agrees to become responsible for the maintenance of the system and service to the existing users.

Fourth: The Owner hereby warrants that it is the sole owner of said Facilities and that there are no outstanding liens against same and does further indemnify and hold harmless said County against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.

Fifth: The parties to this Agreement mutually agree that it shall be binding upon their respective Heirs, personal representative, successors or assigns.

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

OWNER:

_____ (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 (SEAL)

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