



CHARLES COUNTY GOVERNMENT
Office of the County Attorney

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Guide to Drafting a County Compliant Private and/or Off-Site Easement:

The County does not provide legal representation to private individuals. This checklist and sample language are provided solely for informational purposes to identify the minimum elements the County will review in connection with a private and/or off-site easement that the County is not a party to. This information should not be construed as legal advice or as a complete easement document.

The property owners are responsible for preparing and recording their own agreement. The County strongly encourages each party to consult with private legal counsel to ensure interests are properly protected.

1. Identify the Date of Agreement and Parties to the Agreement:

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

2. Identify the Property:

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).

3. Identify the Purpose of the Easement:

WITNESSETH, that in consideration of the sum of _____, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee 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 purpose of _____.

4. Covenants and Agrees Clause (including, but not limited to the below):

The Grantor covenants and agrees with the Grantee as follows:

First: _____ agrees to perform the necessary maintenance to the Facilities within the easement(s).

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

Third: 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.

Fourth: Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s).

(The parties should include any additional covenants or conditions they deem necessary to reflect their agreement)

5. Private and/or Off-Site Easements must be signed by both parties, notarized, and recorded among the Land Records of Charles County, Maryland, along with the lienholder's consent (if applicable).

Questions? For questions about the County's minimum requirements for Private and/or Off-Site Easements, you may reach out to Sarah Guy at 301-638-0806 or GuySar@charlescountymd.gov. The County does not draft or negotiate private easements to which the County is not a party. This checklist is provided for guidance only. Parties should consult their own attorney to ensure the agreement adequately reflects their interest.