

PUBLIC TRAIL EASEMENT
PUBLIC ACCESS EASEMENT

THIS EASEMENT AGREEMENT (the "Easement") is made on this ____ day _____ of 20__ by and between the County Commissioners of Charles County, Maryland ("County"), a body corporate and politic, whose address is 200 Baltimore Street La Plata, MD 20646 and the _____, ("Grantor").

WHEREAS, the Grantor is the owner of real property identified as Tax Map _____, Grid _____, Parcel _____, Lot _____, located in the Subdivision _____ as shown on a plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____, as more particularly described on Exhibit A attached hereto (the "Property"). The purpose of the Easement is to grant to the County, a perpetual trail and/or access easement on the Property.

NOW THEREFORE, 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, to include but not limited to, construct, reconstruct, operate, repair, inspect, and maintain a public hiker/biker/equestrian recreational trail system consisting of trail, pavement, boardwalks, bridges, access, signs, bollards, ditches, and other appurtenant facilities for the purpose of operating a public trail within the boundary of the perpetual easement(s) on the Property more particularly described and indicated as _____

_____ (the Easement) as shown on a Plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____.

The Grantor covenants and agrees with the County as follows:

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

Second: At no time shall Grantor charge County for the use of the Easement 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 Property 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 herein granted.

Fifth: 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(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 within the Easement without obtaining the prior written approval of County.

Sixth: County agrees to perform the necessary maintenance to allow the proper and safe use of any trail or access improvements, any other related improvements within the Easement and to manage liability for use of the trail.

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 records; 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)

By: _____ (Printed Name)

_____ (Title)

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)

By: _____ (Printed Name)

_____ (Title)

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:

Approved as to Legal Sufficiency:

By: _____, Director

By: _____, County Attorney

Planning and Growth Management

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

By: _____ (Print Name)

By: _____, President

_____ (Title)

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