

## WATER AND SEWER EASEMENT AGREEMENT

This **WATER AND SEWER EASEMENT AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_, a \_\_\_\_\_ (“\_\_\_\_\_” or “Grantor”) and Town of La Plata, a municipal corporation (“Town”).

**WITNESSETH**, that in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Town, a perpetual nonexclusive easement and right of way for the development, installation, construction, use, enjoyment, maintenance, repair, operation, inspection, reconstruction and/or replacement of public water and sewer lines, and appurtenant improvements and facilities, on, over, across and through the easement areas, being shown and depicted as “Water/Sewer Easement”, on the Plats of Subdivision entitled “\_\_\_\_\_”, on all or a portion of the lands owned by Grantor, lying and being in the Town of La Plata; Sheets 1 through \_\_\_\_ of said Plats of Subdivision recorded among the Land Records of Charles County, Maryland, in Plat Book \_\_\_\_\_, at Folios \_\_\_\_\_ and \_\_\_\_\_; for the development, installation, construction, reconstruction, replacement, maintenance, repair, operation, use, enjoyment and inspection of water lines and sewer lines any and all necessary appurtenances (“Facilities”).

**AND** the Grantor and the Town covenant and agree as follows: **FIRST**: All Facilities which have been or will be installed in the easement(s) shall become the property of the Town upon acceptance by the Town; **SECOND**: At no time shall Grantor charge the Town for the use of the easement area occupied by Town or for the privilege of exercising the rights granted under this agreement; **THIRD**: Town, its agents, and employees shall have the reasonable right of access from a public road to the easement(s) over the property described above, which means of access may move on the said property from time to time to accommodate Grantor’s development, use and management of said lands; **FOURTH**: Town shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted, including the reasonable right to cut down and clear away trees within or on either side of the easement(s) which may, in the Town’s reasonable discretion, interfere with the exercise of Town’s rights; **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 materially interfere with the use of the easement(s) by Town for the purposes of this Agreement, however, Grantor shall not make or erect buildings, fences or other structures on the easement(s) without obtaining the prior written approval of Town, which approval shall not be unreasonably withheld or delayed; except that Grantor may expressly construct and maintain within the easement areas, roadways, sidewalks, driveways and other improvements which do not unreasonably interfere with the Town’s use and enjoyment of the said easement areas for the purposes created herein; **SIXTH**: After final approval of construction of the Facilities, the Town shall accept ownership of the Facilities and shall perform all necessary repair and maintenance to the Facilities within the easement(s); **SEVENTH**: After performing any work within the easement(s), the Town shall restore the area as nearly as possible to the condition in which it existed prior to the commencement of such work, but subject to the terms of this instrument and the Town’s rights hereunder; **EIGHTH**: The Town shall not, in its use or installation, unreasonably interfere with other installations and easements in the area, and shall minimize, to the extent reasonably possible, interference with the Grantor’s use and enjoyment of the property; **NINTH**: The Town shall make adequate provision for the safety and convenience of all persons using the easement areas, during periods of maintenance in areas of such maintenance; **TENTH**: The Town shall defend, indemnify and hold harmless Grantor against loss, liability and costs (including reasonable attorney’s fees) which may result to Grantor from the negligent act or omission of the Town, its agents, employees and/or contractors, in exercising of its rights hereunder; **ELEVENTH**: And in the exercise of their respective rights hereunder, Grantor shall defend, indemnify and hold harmless the Town against loss, liability and costs, including reasonable attorney’s fees, which may result to the Town for the negligent or intentional act or omission of the Grantor, and Grantor’s agents, employees, and/or contractors, in violation of the Town’s rights or the Grantor’s obligations hereunder; **TWELFTH**: The Town shall not permit any claim, lien or encumbrance to attach to the Grantor’s property or any interest therein.

Grantor warrants that it is seized of the property subject to the easement(s) and have the right to convey the easement(s); that there are no monetary encumbrances on the easement rights of the Town; that Town 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 respective successors and assigns, and shall bind all present and subsequent owners of the subject properties.

This Easement Agreement may be executed in counterparts.

**WITNESS** our hands and seals as of the date and year first above written.

**WITNESS/ATTEST:**

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, as the duly authorized \_\_\_\_\_ of \_\_\_\_\_, the within Grantor, and duly acknowledged the foregoing Easement Agreement to be the act of the Grantor.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

The undersigned, \_\_\_\_\_, ("Lienholder") the beneficiary under that certain \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_, and recorded in the Land Records of Charles County, Maryland, in Liber \_\_\_\_\_, at Folio \_\_\_\_\_, (the "encumbrance"), does hereby consent to the foregoing Water and Sewer Easement Agreement and subordinates the lien of the encumbrance to that Agreement and the easements granted therein.

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_, as the duly authorized \_\_\_\_\_ of \_\_\_\_\_, the foregoing Lienholder, acknowledged the foregoing to be his/her act and deed on behalf of said Lienholder.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**APPROVED AND ACCEPTED:**

**ATTEST:**

**TOWN OF LA PLATA**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager

**STATE OF MARYLAND  
COUNTY OF CHARLES**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, as the duly authorized Town Manager of the Town of La Plata, and duly acknowledged the foregoing Easement Agreement to be the act of the Town.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**THIS IS TO CERTIFY** that this instrument has been prepared under the supervision of the undersigned who is an attorney duly admitted to practice before the Court of Appeals of Maryland or by one of the parties to this instrument.

\_\_\_\_\_