

DEDICATION AGREEMENT

This **DEDICATION AGREEMENT** is made as of the ____ day of _____, 20__, by and between _____, a Maryland limited liability company, hereinafter referred to as "**Owner**", and the TOWN OF LA PLATA, a Municipal corporation, hereinafter referred to as the "**Town**".

WHEREAS, in connection with its development of a project known as _____, located in the First Election District of Charles County, Maryland, in the Town of La Plata, Owner has constructed, or will construct, certain sewer and water lines and appurtenances (hereinafter collectively referred to as the "**Facilities**"), within the easement areas as depicted on Exhibit A, attached hereto, and made a part hereof, in accordance with the terms of a certain Town of La Plata Public Works Agreement of even date herewith;

WHEREAS, the plans for and construction of the Facilities have been approved by the Town, and

WHEREAS, the Owner has constructed, or will construct, the Facilities at its expense; and

WHEREAS, the Town has agreed to accept a public dedication of the Facilities, without cost to the Town, in accordance with the terms of the Public Works Agreement; and

WHEREAS, the Town, by accepting title to the aforesaid Facilities, agrees to maintain same and integrate the Facilities into its public water and sewer system, accepting full responsibility for all maintenance, repair and other costs of ownership and operation of the Facilities.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by the parties hereto to each other, receipt of which is hereby acknowledged, and of the premises, the mutual covenants and agreements herein undertaken, the parties hereto agree as follows:

1. That the Owner, by execution of this Agreement, does hereby convey title to said Facilities to the Town, free and clear of all monetary liens and encumbrances, and does further agree that it will execute any and all deeds or instruments necessary to convey to the Town all easements as necessary for the Town's operation, maintenance and/or repair of the Facilities, as described herein, and does further agree to grant such further easements for sewer and water lines, without charge, as may be determined by the Town, in its reasonable discretion, in order to serve the property of the Owner as described

herein, and/or to connect same to other lines owned, or to be built, by the Town or by third parties as part of the Town's public system.

2. That the Owner will supply to the Town all available information concerning the testing and operation of the Facilities and warranties concerning the equipment included in the Facilities in connection with this Agreement. Further, the Owner represents and warrants to the Town as of the date of this Agreement as follows: (a) the Facilities have been, or will be, installed and constructed in accordance with the approved plans and specifications therefor; and (b) the Facilities have been, or will be, constructed in a good and workmanlike manner, and are fit for the purposes for which they are intended.
3. From and after date of the signing of this Agreement by the Town, the Town shall be entitled to collect all fees of any nature in accordance with the Town's published and validly effective fee schedules, for the operation and usage of the Facilities on the subject site and agrees, upon full completion of and acceptance of the Facilities in accordance with the terms of the Public Works Agreement, and the expiration of any applicable warranty period, to become fully responsible for the maintenance, repair and operation of the system and service provided by the Facilities to the users thereof. The Town will not charge any fee or sum to accept this dedication of the Facilities.
4. The Owner hereby warrants that it is the sole owner of said Facilities on its land and that there are no outstanding liens against same, and does further indemnify and hold harmless the Town against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.
5. The parties to this Agreement mutually agree that it shall be binding upon them and their respective heirs, personal representatives, successors or assigns. This Agreement shall be recorded among the Land Records of Charles County, Maryland, at the expense of the Owner, and the terms, covenants, conditions and provisions hereof shall run with and bind the herein described property owned by the Owner, and any party now or hereafter having any interest therein, perpetually.
6. This Agreement may be executed in counterparts.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

WITNESS/ATTEST:

DEVELOPER/OWNER:

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____ of _____, Developer, and, being duly authorized to do so, acknowledged the foregoing Agreement to the act of said _____.

AS WITNESS my hand and Seal Notarial.

Notary Public

My Commission Expires: _____

WITNESS/ATTEST:

TOWN OF LA PLATA

By: _____ (SEAL)
Brent T. Manuel, Town Manager

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____ of _____, Developer, and, being duly authorized to do so, acknowledged the foregoing Agreement to the act of said _____.

AS WITNESS my hand and Seal Notarial.

Notary Public

My Commission Expires: _____