

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT is made as of the _____ day of _____, 20____, by and between _____, a Maryland limited liability company, hereinafter referred to as "**Grantor**", and the TOWN OF LA PLATA, a Municipal corporation, hereinafter referred to as the "**Town**".

WITNESSETH, that in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to the Town an easement over that sidewalk easement area more particularly described on Exhibit A attached hereto and incorporated, for the general public's use of the sidewalk located therein.

BEING an easement of the same land or property which was conveyed unto _____ by Deed dated _____ and recorded in the Land Records of Charles County in Liber _____, Folio _____.

AND the Grantor covenants and agrees with the Town as follows: **First:** The proposed sidewalk shall be constructed by the owner of the property and will be constructed within the easement. The sidewalk easement areas shall remain the property of Grantor and shall be maintained by the property owner. **Second:** At no time shall Grantor charge the Town for the use of the property occupied by the Town or for the privilege of exercising the rights granted under this agreement. **Third:** The Town, and the Public shall have the right of access from a public road to the easement(s) over the property of Grantor. **Fourth:** Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s), without obtaining the prior written approval of the Town.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that, to its knowledge, there are no monetary encumbrances; that the Town shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be reasonably 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.

(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.

My Commission Expires: _____ Notary Public

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.

My Commission Expires: _____ Notary Public