

TOWN OF LA PLATA  
WATER AND SEWER EASEMENT AGREEMENT

THIS WATER AND SEWER EASEMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (Grantor), and the Town of La Plata, Maryland, a body corporate and politic, (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 the easement(s) conveyed as more particularly described and indicated as \_\_\_\_\_ in the Subdivision \_\_\_\_\_ as shown on a plat recorded among the land records of Charles County, Maryland in plat book \_\_\_\_\_, page(s) \_\_\_\_\_, for the installation, construction, reconstruction, maintenance, repair, operation and inspection of water and sewer lines and necessary appurtenances ("Facilities") on the land of the Grantor.

AND the Grantor covenants and agrees with the Town as follows:

**First:** All Facilities which will be installed in the easement(s), attached to this Agreement as Exhibit(s) \_\_\_\_\_, and 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 property occupied by County or for the privilege of exercising the rights granted under this agreement.

**Third:** the Town, its agents, and employees shall have the right of access from a public road or public right of way to the easement(s) over the property of Grantor.

**Fourth:** the 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 right to cut down and clear away trees within or on either side of the easement which may, in the Town's discretion, interfere with the exercise of the 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 interfere with the use of the easement(s) by the Town for the purposes of this agreement. However, 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.

**Sixth:** After final approval of construction of the Facilities, the Town agrees to perform the necessary maintenance to Facilities within the easement.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that the 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 heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows:

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 \_\_\_\_\_, Grantor, 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: \_\_\_\_\_

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 \_\_\_\_\_, Lienholder, 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: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

**I HEREBY CERTIFY**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before the subscriber, a Notary Public of the State of Maryland, in and for Charles County, Maryland, personally appeared \_\_\_\_\_, Town Manager of the Town of La Plata, a municipal corporation of the State of Maryland, and, being duly authorized to do so, acknowledged the foregoing Agreement to be the act of said municipal corporation.

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

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Water and Sewer Easement Plats**