

PRIVATE PEDESTRIAN TRAVEL WAY EASEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (Grantor), and the County Commissioners of Charles County, Maryland, a body corporate and politic, (County).

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 County a perpetual easement through and across the Property of Grantor 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 purpose of operating and maintaining a pedestrian travel way within the boundary of the permanent easement(s).

**AND** the Grantor covenants and agrees with County as follows: **First:** All access drives and appurtenant facilities and any pedestrian travel way related improvements which will be installed in the easement(s) shall remain the property of the Grantor. **Second:** At no time shall Grantor charge County for the use of the property 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(s) 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(s) herein granted. **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 County for the purposes of this agreement. However, Grantor shall not make or erect any improvements whatsoever, including buildings, fences, walls or other structures on the easement(s) without obtaining the prior written approval of County. **Sixth:** After final approval of clearing and grading of the easement area(s), Grantor agrees to perform the necessary routine maintenance such as mowing of the grass, maintenance of vegetation, and removal of trash and other objects in the easement(s). Grantor agrees to perform the necessary maintenance to allow the proper and safe use of any pedestrian travel way improvements and any other related improvements within the easement(s). **Seventh:** If, after reasonable notice by County, Grantor shall fail to construct, repair, maintain or operate the pedestrian travel way within a reasonable period of time in accordance with the approved design standards and with the law and all applicable rules and regulations, the County may, but is not obligated to, enter onto the facility and perform all necessary construction, repair, maintenance and operating work, and may assess the Grantor for the cost of said work. The assessment shall be a lien against all property subject to and benefitted by the pedestrian travel way described in this agreement. Such costs shall be assessed, levied, collected and enforced as County real estate taxes are now, or may hereafter be, by law levied and collected, and shall have the same priority rights, bear the same interest and penalties, constitute a lien upon the real property so assessed, be placed upon the property tax bill and in every respect be treated the same as County real estate taxes. Such costs shall also be personal

obligations of the owners of the property at the time the costs are incurred, and may be collected accordingly.

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; that the 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.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS our hands and seals:

ATTEST:

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing easement to be his/her duly authorized act.

As witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**LIENHOLDER:**

WITNESS: \_\_\_\_\_ (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing easement to be his/her duly authorized act.

As witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

State of Maryland, Charles County, to Wit:

I hereby certify, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing easement to be his/her duly authorized act.

As witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved for Acceptance:

Approved as to Legal Sufficiency:

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Director  
Planning and Growth Management

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County Attorney

ATTEST:

COUNTY COMMISSIONERS OF  
CHARLES COUNTY, MARYLAND

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President