

PUBLIC SIGHT DISTANCE EASEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, 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 providing unobstructed views across the easement(s) for traffic safety.

AND the Grantor covenants and agrees with County as follows: **First:** All improvements, access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of 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:** Grantor shall not place any structure, plant or object within the easement(s) between an elevation of 18 inches and 96 inches in height. The preceding sentence does not apply to poles or trees that the County determines do not adversely affect traffic visibility. **Seventh:** 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 to meet the height limits of the sixth item above, and removal of trash and other objects to allow clear sight through the easement from the public roadway(s). **Eighth:** County shall at all times have the right to trim, cut and keep clear all hedges, shrubbery, trees, limbs and other obstructions within the easement.

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)
_____ (SEAL)

State of Maryland, Charles County, to Wit:

I hereby certify, that on this _____ day of _____, 20____, 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 _____, 20____, 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 _____, 20____, 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:

Director
Planning and Growth Management

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

President