

PUBLIC TRAIL 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, to include but not limited to, construct, reconstruct, operate, repair, inspect, and maintain a public hiker/biker/equestrian recreational trail system consisting of trail, pavement, boardwalks, bridges, access, signs, bollards, ditches, and other appurtenant facilities for the purpose of operating a public trail within the boundary of the permanent easement(s) or more particularly described and indicated as \_\_\_\_\_

\_\_\_\_\_ (the Easement Property)

Subdivision \_\_\_\_\_ and shown on a plat recorded among the land records of Charles County, Maryland in plat book \_\_\_\_\_, page(s) \_\_\_\_\_.

AND the Grantor covenants and agrees with the County as follows: First: All trail related improvements, all access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of the County. Second: At no time shall Grantor charge County for the use of the Easement 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 Property 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 Property herein granted. Fifth: Grantor reserves the right to make use of the Easement Property 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 or other structures on the Easement Property without obtaining the prior written approval of County. Sixth: County agrees to perform the necessary maintenance to allow the proper and safe use of any trail improvements, any other related improvements within the easement and to manage liability for use of the trail.

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

\_\_\_\_\_  
Director  
Planning and Growth Management

\_\_\_\_\_  
County Attorney

ATTEST:

COUNTY COMMISSIONERS OF  
CHARLES COUNTY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_  
President