



City of Annapolis
 Department of Public Works
 145 Gorman Street, 2nd Fl
 Annapolis, MD 21401-2529

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**Easement – Amendment of Utility Easement
 Deed of Easement and Agreement**

Tax ID: _____

THIS DEED OF EASEMENT AND AGREEMENT (the “Easement Agreement”) is made this ____ day of _____, 20__ by and between _____ (the “Grantor”), and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the “Grantee”).

WHEREAS, the Grantor is the owner of property at _____, Annapolis, Maryland _____, which by deed dated _____, _____, and recorded among the land records of Anne Arundel County, Maryland in liber _____, folio _____ was granted and conveyed by _____ unto the Grantor herein (the “Property”); and

WHEREAS, during the course of a permit review by the Grantee, it has become known to the Grantor that (pick one option):
 existing _____ is/are constructed, and/or
 the Grantee desires to construct:

over an easement area held by the Grantee that crosses the Grantor’s property (the “Improvements”); and

WHEREAS, the Improvements overlap an area of land under which are located City-owned utilities (the “City Utilities”), which may include but are not limited to, sewers, drains, water pipes, and other municipal utilities and services in, on, through, and across those portions of the Property hereinafter described (the “Easement Area”); and

WHEREAS, the City has easement interests to such City Utilities and the Easement Area by virtue of a deed of easement or other agreement recorded in the land records of Anne Arundel County, Maryland in liber _____, folio _____ (the “Original Easement”); and

WHEREAS, the purpose of this Easement Agreement is to supersede the Original Easement, and to confirm the Easement Area, the Grantee’s future use of the Easement Area, and the obligations of the parties with respect to the future status of the Easement Area.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor hereby confirms the grant and conveyance unto the Grantee, a municipal corporation of the State of Maryland, its successors, legal representatives and assigns, a permanent and perpetual utility easement on, over, under, along, across and through that part of the land of the Grantor, situate in Anne Arundel County, State of Maryland, as shown in Exhibit A, attached hereto and incorporated herein, for the location, installation, inspection, maintenance, repair, reconstruction and replacement of utilities and appurtenances, including, but not limited to, the City Utilities, which the Grantee, in its sole discretion, determines are necessary. All utilities and utility appurtenances currently and subsequently installed in the Easement Area shall be owned, operated, inspected, maintained, repaired and replaced by the City.

AND, subject to the terms herein, the Grantor does hereby agree that this Easement Agreement shall entitle the Grantee, its employees, agents and contractors, and its successors and/or assigns, from time to time and at reasonable times and in a reasonable manner, to enter into the Property and upon the Easement Area to for the purposes specified above; provided, however, that the ground hereinabove described shall be restored and left in reasonable condition, as further described herein; and it is further agreed that no buildings, fences, or similar structures of any kind shall be erected in, on, over, or around the said Easement Area by the Grantor, the Grantor’s personal representatives, successors and/or assigns, except as permitted herein; nor shall the existing grade be changed without prior approval of the City of Annapolis Department of Public Works.

1. With the exception of the Improvements constructed over the Easement Area, which are more fully described in the Exhibit B attached to this Easement Agreement, the Grantor shall not place or install or attempt to place or install any permanent or temporary structure over, within, or under the Easement Area, without the prior written permission of the Grantee. With respect to development or any other work performed by the Grantor within the Easement Area with the Grantee's prior written permission, the Grantor shall apply for and obtain approval for all required permits and approvals before any such development or other work is performed. If no application(s) for permits or approvals are required for any reason, the Grantor shall still submit detailed plans to the Grantee for review and approval before any development or other work is performed in the Easement Area.

2. For the purpose of exercising the rights set forth in this Easement Agreement, and all other rights incident to ownership of the City Utilities, in the event that the Grantee determines that there is no alternative reasonable option to damaging or removing in whole or in part any of the Improvements, the Grantee shall be entitled to require the Grantor to remove all or as much of the Improvements, and to set a reasonable deadline for doing so, as is reasonably necessary to exercise such rights pursuant to this Easement Agreement.

3. If the Grantor unreasonably fails to take all actions necessary to timely allow the Grantee access to the Easement Area and the City Utilities within the Easement Area, or in the event of an emergency determined by the Grantee to exist, the Grantee shall be entitled to take all actions reasonably necessary to access the Property, including but not limited to the removal of all or as much of the Improvements as is reasonably necessary to exercise its rights set forth in this Easement Agreement. The Grantee shall have no responsibility to repair, replace or rebuild any structure on the Grantor's property due to or caused by Grantee's access to or use of the Easement Area, or the cost thereof, unless damage to the structure is proximately caused by the negligence of the Grantee. Proper access to and use of the Easement Area pursuant to this Easement Agreement shall not constitute negligence.

4. Except in the event the Grantee, in its sole discretion, determines the existence of an emergency, the Grantee shall give reasonable notice to the Grantor in advance of any intended use of or activity within the Easement Area.

5. The Grantor shall have the right from time to time, subject to required permit and approvals obtained in advance or other notice as required in Paragraph 1, to replace, rebuild or restore any or all of the Improvements over the Easement Area as constructed in accordance with Exhibit B.

6. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The venue for all actions initiated pursuant to this Easement Agreement shall be the Courts of Anne Arundel County, Maryland. The parties hereby waive jury trial in all actions initiated pursuant to this Easement Agreement.

7. This Easement Agreement is the parties' final and entire understanding and agreement pertaining to the matters set forth herein, and shall supersede the Original Easement which shall be null and void as of the date of this Easement Agreement. There are no representations, conditions, or terms pertaining to these matters, oral or written, other than those expressly set forth herein. This Easement Agreement shall not be amended or modified except in writing signed by the authorized representatives of the parties and duly notarized.

8. This Easement Agreement shall be recorded among the Land Records of Anne Arundel County, Maryland at the Grantee's expense.

9. The Grantee's use of the Easement Area pursuant to this Easement Agreement, and all terms and conditions set forth herein, shall run with the Property and be binding on and enforceable against the parties and their respective successors and assigns.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

GRANTOR:

_____ By: _____ (Seal)

Name: _____

Title: _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year 20____, before me, the subscriber, a Notary Public, personally appeared _____, and being authorized to do so, he/she acknowledged the foregoing Deed of Easement and Agreement to be the act of the Grantor, by himself/herself as its _____, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

ATTEST:

CITY OF ANNAPOLIS:

_____ By: _____ (Seal)

Gavin Buckley, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Office of Law, D. Michael Lyles, City Attorney _____

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year 20____, before me, the subscriber, a Notary Public, personally Gavin Buckley, and being authorized to do so, he/she acknowledged the foregoing Deed of Easement and Agreement to be the act of the Grantor, by himself/herself as its _____, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public _____ My Commission expires _____

It is certified hereby that this Deed of Easement and Agreement was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Name: _____

Title: _____

Signature: _____

Exhibit A

Attach Description/Diagram of Easement.

Exhibit B

Description of Improvements.