

EASEMENT

THIS DEED OF EASEMENT made this ____ day of _____, 20__, by and between _____, GRANTOR, and Cecil County Government, a Maryland body politic, GRANTEE.

WHEREAS, Grantors are the owners in fee simple of all that lot or parcel of land shown on a subdivision plat entitled " _____ ", as recorded among the Land Records of Cecil County in Plat Cabinet P.C. No. _____, folio _____, and as evidenced by a Deed recorded among the Land Records of Cecil County in Liber _____, folio _____; and

WHEREAS, as a condition of approval of the above subdivision, and pursuant to the Cecil County Zoning Code and Subdivision Regulations, Grantor has been required to grant unto the Grantee a road widening and utility easement, a 30 feet in width, upon, over, across and under Grantor's above property as shown on said plat adjoining and running with the County public roads, shown on the above plat as (road widening and utility easement) for the purposes of constructing, make improvements to, widening and repairing Cecil County public roads as shown on such plat and any other public road, now or in the future, previously dedicated or intended to be dedicated to the County; and laying, repairing and maintaining of water, sewage, gas, storm drainage mains, storm drainage improvements, stormwater ditches, and other public utility lines, pipes and improvements; and the installation of electric, cable, telephone, and other public utility wires and improvements.

NOW, THEREFORE, in consideration of the above and of the approval of the above subdivision, Grantors do hereby grant and convey unto Cecil County Government, Grantee, its successors and assigns, the aforesaid road widening and utility easement, 30 feet in width, upon, over, across, and under Grantor's above property as shown on the aforesaid plat adjoining and running with county public roads as shown on said plat for the purposes herein stated. Grantee agrees that, if said easement is to be used, and, as a result of said use, any improvements on said property of Grantor such as fences or portions of buildings are located on said easement, Grantor shall move said improvements to a location on the adjacent property in close proximity to the previous location of said improvements at the sole expense of Grantee. Grantor hereby grants Grantee the right to move such improvements and waives any other claim for damages or remuneration as a result of the movement of said improvements.

Witness

Grantor (SEAL)

STATE OF MARYLAND, COUNTY OF CECIL, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ (Grantor or the duly authorized agent of Grantor) and he/she acknowledged the foregoing Deed to be his/her act and deed.

AS WITNESS my hand and Notarial seal the day and year first herein written.

Notary Public
My Commission Expires: _____

Cecil County Government hereby accept this Deed of Declaration this ____ day of _____, 20__ as evidenced by the signature set forth below.

Cecil County Government

ATTEST

By _____
County Executive

In accordance with the Real Property Section 3-104(f), this is to certify that the foregoing instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

County Attorney