

**EASEMENT AND RIGHT OF WAY AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ the owner(s) of the property located in the County of (Montgomery/Prince George's) \_\_\_\_\_, in the State of Maryland, hereinafter referred to as **“GRANTOR”**; and \_\_\_\_\_, hereinafter referred to as **“GRANTEE.”**

**WITNESSETH:**

That in the consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (**minimum \$1 required**) to the Grantor in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged by both parties, the said Grantor does hereby grant and convey unto the Grantee, its heirs and assigns, the easement and right-of-way hereinafter described for the installation, construction, maintenance, repair, operation, removal and inspection of a (water/sewer)\_\_\_\_\_ service connection within said easement and right-of-way, across the property known as \_\_\_\_\_

described in a deed dated \_\_\_\_\_, and recorded among the Land Records of (Montgomery/Prince George's)\_\_\_\_\_ County, Maryland in Liber \_\_\_\_\_, at Folio \_\_\_\_\_, to serve improvements on property known as \_\_\_\_\_

as more particularly described in a deed dated \_\_\_\_\_, recorded among the Land Records of (Montgomery/Prince George's) \_\_\_\_\_ County,

Maryland in Liber \_\_\_\_\_, at Folio \_\_\_\_\_, together with the right of ingress and egress along and over the said easement and right-of-way in connection with, purpose related thereto; the said right-of-way and easement being described in exhibit "A" (written legal description) and depicted in exhibit "B" (plan or drawing) attached hereto and incorporated herein:

**TO HAVE AND TO HOLD** said easement and right-of-way for a (water/sewer)\_\_\_\_\_ service connection, above described and depicted and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining, unto and to benefit forever the Grantee, its heirs, successors and assigns;

**AND** the Grantor, for its heirs, successors and assigns, covenants and agrees with the Grantee, its heirs, successors and assigns as follows:

**FIRST:** that the Grantor will not erect nor permit to be erected any building or structure of any nature whatsoever within the above described easement and right-of-way, nor fill or excavate within the said right-of-way without the consent of the Grantee;

**SECOND:** that the Grantee, its heirs, successors and assigns shall at all times have the right of ingress and egress over said easement and right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, removing and inspecting a (water/sewer)\_\_\_\_\_ service connection within the said easement and right-of-way, said ingress and egress to be along the line herein designated;

**THIRD:** that the Grantor will warrant specially said easement and right-of-way and will execute such further assurances thereof as may be requisite;

**FOURTH:** that Grantee accepts this easement and right of way granted hereto and will properly maintain the (water/sewer)\_\_\_\_\_service connection within the easement, at the Grantees sole cost and expense;

**FIFTH:** that the Grantor and Grantee agree that the said easement and right of way shall run with the land.

**IN WITNESS WHEREOF,** the Grantor and Grantee have hereunto affixed their hands and seals the day and year first herein above written.

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

By \_\_\_\_\_(Grantor)

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

By \_\_\_\_\_(Grantor)

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

By \_\_\_\_\_(Grantee)

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

By \_\_\_\_\_(Grantee)

(Notary for Grantor)  
State of \_\_\_\_\_

County of \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(Notary for more than one Grantor)

State of \_\_\_\_\_

County of \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.

(Notary for Grantee)

State of \_\_\_\_\_

County of \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

(Notary for more than one Grantee)  
State of \_\_\_\_\_

County of \_\_\_\_\_

**I HEREBY CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**DISCLAIMER:** This form is provided as a guide only. The WSSC does not intend that this form correspond to all situations. WSSC does not warrant that the form is free from errors or omissions, nor does WSSC warrant that this form meets any particular standard. The provision of this form does not and should not be considered to constitute legal advice from WSSC to the applicant, and no attorney-client relationship is created thereby. WSSC advises all applicants to consult with an attorney for their protection before executing this document.