

DECLARATION OF COVENANT

Made this _____ day of _____, 20____, by _____ and _____, (“Owner(s)”) (names of the owners of the properties involved).

WITNESSETH:

WHEREAS, the Owner(s) is (are) the title owner(s) in fee simple of two contiguous parcels of land located in _____, County, Maryland, described by Deed dated _____, and recorded in the Land Records of _____, County, Maryland in Liber _____, at Folio _____, in the ____ Election District, known as Lots ____ and ____, Block ____, (“Properties”) as delineated on a plat of subdivision entitled “_____”; and

WHEREAS, the Owner(s), in the process of developing the Properties, has (have) constructed or will construct _____ and/or _____ connections and appurtenances (“Connections”) across Lot ____ (“Traversed Property”) for the use and benefit of Lot _____ (“Benefited Property”); and

WHEREAS, in order to ensure that the aforementioned Connections will remain and continue to serve the Benefited Property in the event that the Properties are no longer under common ownership, this Declaration of Covenant sets forth herein an agreement to establish, reserve and maintain the rights of the owner of the Benefited Property and to make use of the Traversed Property for the purpose of installing, constructing,

reconstructing, inspecting, repairing, maintaining, and operating water and/or sewer connection and appurtenances.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner(s), for himself/herself (themselves) and his/her (their) heirs, successors and assigns, hereby covenant and agree as follows:

1. The Owner(s) shall not construct or install any structure or improvement over and upon the Connections that would impede, jeopardize or interfere with the installation, construction, maintenance, repair, operation, removal and inspection of said Connections.

2. In the event the Properties cease to be owned by common ownership, this Declaration of Covenant will remain in effect and the Connections established on the Traversed Property for the use and benefit of the Benefited Property, more particularly described in **Schedule A** (a legal description), attached hereto and made a part hereof, and depicted in **Schedule B** (a sketch), attached hereto and made a part hereof, shall continue to benefit the afore-mentioned property.

3. The owners of the Traversed Property shall allow the installation, construction, reconstruction, inspection, repairing, maintenance and operation of the Connection.

4. This Declaration of Covenant shall be recorded among the Land Records of _____ County, Maryland, by the Owner(s), at his/her (their) sole cost, and shall provide the Washington Suburban Sanitary Commission with a stamped copy of this recorded document.

5. This Declaration of Covenant shall be construed and enforced in accordance with the laws of the State of Maryland.

6. The foregoing covenants shall be binding upon any heir, successor or assign of the Owner(s) or any successive owner of the Traversed Property and the Benefited Property, and shall be binding upon the land as covenants and run with the land.

OWNER

By: _____
(Signature)

(Printed Name)

OWNER

By: _____
(Signature)

(Printed Name)

STATE OF MARYLAND :
 : SS
COUNTY OF _____ :

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the undersigned Notary, in and for the State and County aforesaid, personally appeared _____ who acknowledged herself/himself to be the Owner of _____ in _____ County, Maryland, and that she/he as such Owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing her/his name as the Owner for in _____ County, Maryland.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND :
 : SS
COUNTY OF _____ :

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the undersigned Notary, in and for the State and County aforesaid, personally appeared _____ who acknowledged herself/himself to be the Owner of _____ in _____ County, Maryland, and that she/he as such Owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing her/his name as the Owner for in _____ County, Maryland.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

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