

Railroad Right-of-Way Easement Agreement

This Easement Agreement, made this _____ day of _____, 199_, by and between the Board of County Commissioners of St. Mary's County, Maryland (hereinafter the "County"), Southern Maryland Electric Cooperative, Inc. (hereinafter "SMECO"), collectively "Grantors", and _____ (hereinafter referred to as "Grantee").

WHEREAS, the County has a fee simple ownership interest and SMECO has an easement interest in a certain strip of land located in St. Mary's County, Maryland (hereinafter referred to as the "railroad right-of-way" or "right-of-way"), said land having been conveyed to the County by the United States of America by Deed dated June 26, 1970, and recorded among the Land Records of St. Mary's County, Maryland at Liber D.B.K. No. 160, Folio 216, and through which SMECO has an easement for purposes of construction and maintenance of electric utilities.

WHEREAS, a portion of said railroad right-of-way adjoins certain real estate owned by the Grantee containing _____, more or less, which parallels the railroad right-of-way in the vicinity of _____ in the _____ Election District of St. Mary's County. The deeds of which are recorded among the Land Records of St. Mary's County, Maryland at Liber _____, Folio _____.

WHEREAS, the Grantee requires the use of a certain portion of the County property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and the sum of One Dollar and no cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant and convey unto the Grantee, its successors and assigns, an easement for the purpose of ingress/egress on the County property, described in Exhibit "A", attached hereto and made a part hereof by this reference, subject to the following terms and conditions.

1. The Grantee hereby acknowledges and accepts that the County and/or SMECO may require the use of the railroad right-of-way in the future and the Grantee will be responsible for any costs associated with the relocation of their facility or other arrangements for access.
2. By the granting of this Easement, the Grantee and its personal representatives, heirs and assigns, do hereby agree to notify and obtain written approval of the Engineering Department of SMECO and the St. Mary's County Department of Public Works prior to any construction in the railroad right-of-way or the SMECO right-of-way to coordinate all such construction with said Engineering Department and Department of Public Works.
3. Care shall be used to avoid damaging any of SMECO's facilities overhead or underground within the right-of-way. In addition to obtaining written approval, at

least 48 hours in advance of commencing work on the right-of-way, "Miss Utility" shall be notified (1-800-257-7777).

4. This crossing easement may be used by Grantee only for the following purposes:

(Describe use here)

Any expanded or additional use of this crossing easement will require additional approval and Grant from Grantors.

5. This Grant of easement shall lapse, terminate and become automatically null and void unless Grantee constructs Grantees improvements and begins utilizing this crossing easement within three (3) years of the date hereof. Compliance with this requirement shall be evidenced by a Confirmatory Grant from Grantors recorded within three (3) years of the date hereof.
6. The right of access herein granted across the right-of-way shall be exercised and used in such a manner so as to not cause any damage or destruction of any nature whatsoever to, or interruption of the use of the railroad right-of-way by SMECO or the County.
7. Extreme care shall be used in the location and operation of all equipment to ensure that equipment will at no time come within twenty feet (20') of electric circuits attached to wood structures or within ten feet (10') of any other electric circuits.
8. Any debris left in the right-of-way as a result of Grantee's use shall be immediately removed by the Grantee, its personal representatives, heirs, successors or assigns.
9. Should the use of the right-of-way create any erosion or drainage, the Grantee, its personal representatives, heirs, successors or assigns, shall promptly take the necessary corrective action.
10. Upon completion of construction, any disturbed areas in the right-of-way shall be properly graded, sodded or fertilized and seeded as per St. Mary's County Soil Erosion and Sediment Control Ordinance. The existing topography shall not be changed except as shown on the referenced site plan.
11. No trees or shrubbery are to be planted within the right-of-way area.
12. There is to be no grading within twenty-five feet (25') radius of SMECO's transmission poles or any Public Works facilities of the County.
13. The County and SMECO reserve the right to construct and maintain in, over, under, along, through and across said right-of-way such overhead and/or underground electric transmission and/or distribution cables, pipes, conduits, wires and appurtenant

facilities, as well as all forms of utilities and public works, that now exist or that may be constructed in the future as needs of either the County and/or SMECO may arise, without any County or SMECO liability for damages to the Grantee's facilities in the right-of-way.

14. In the event of the installation, construction, reconstruction operation, maintenance, repair and/or inspection of the Grantee's facilities on the right-of-way necessitates the relocation and/or adjustment of any County and/or SMECO facilities or equipment, the Grantee, its personal representatives, heirs, successors or assigns, shall promptly reimburse the County and/or SMECO, whichever or both as may be appropriate, for the cost of such relocation and/or other adjustments.
15. The County and/or SMECO shall at all times have the right to trim, cut, and keep clear all trees, limbs, undergrowth, roots and other obstructions inside and outside the boundaries of the right-of-way that may endanger the safe and proper operation of its or the facilities. All trees and limbs cut by the County or SMECO at any time shall remain the property of the County of SMECO.
16. The County and/or SMECO shall have the right to grant other non-exclusive easements over, along, or upon the right-of-way; provided, however, that any such other easements shall be subject to the easement hereby granted.
17. The Grantee, for itself and its personal representatives, heirs and assigns, do hereby agree to hold the County and SMECO and their officers, directors, employees and agents harmless from any and all liability resulting from the rights granted herein. By the granting of the Easement, the Grantee and its personal representatives, heirs and assigns, further agree that maintenance of the proposed easement shall be the responsibility of the Grantee and its personal representatives, heirs and assigns, and any disturbance of said easement by the Grantee shall be the responsibility of the Grantee, its personal representatives, heirs and assigns.

Except as modified or terminated in accordance with the provisions of paragraph number 1 above, to have and to hold the rights and easements described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, its successors and assigns, forever.

Witness the seal and signature of _____, Grantors.

ATTEST:
OF

BOARD OF COUNTY COMMISSIONERS
ST. MARY'S COUNTY, MARYLAND

Julie B. Randall, President

SOUTHERN MARYLAND ELECTRIC
COOPERATIVE, INC.

By:

(Fill in Name of Grantee)

ATTEST:

By:

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this ___ day of_____, 199_ before the undersigned, a Notary Public of the state and County aforesaid, personally appeared _____, and she acknowledged the foregoing to be his voluntary act and deed.

WITNESS my hand and notarial seal

Notary Public (Affix Seal)

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this ___ day of_____, 199_ before the undersigned, a Notary Public of the state and County aforesaid, personally appeared _____, and he acknowledged the foregoing to be his voluntary act and deed.

WITNESS my hand and notarial seal

Notary Public (Affix Seal)

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this ___ day of_____, 199_ before the undersigned, a Notary Public of the state and County aforesaid, personally appeared _____, and he acknowledged the foregoing to be his voluntary act and deed.

WITNESS my hand and notarial seal

Notary Public (Affix Seal)

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