

EASEMENT

THIS EASEMENT, made this 15th day of June, 2022, by and between:

**Timothy P. Michaels, Personal Representative
Estate of Robert R. Kessel
McMullen Highway
Cresaptown, MD**

RECEIVED
CIRCUIT COURT
ALLEGANY CO.
2022 JUN 28 P 1:10

parties of the first part, and the Board of Commissioners of Allegany County, Maryland, a body politic, party of the second part.

WITNESSETH: That for and in consideration of the sum of Six Hundred Sixty-Four Dollars and No Cents (\$664.00) paid by the party of the second part, the receipt of said sum as full compensation is hereby acknowledged, the parties of the first part do hereby grant unto the party of the second part, its successors and assigns, right-of-way in perpetuity, to install, construct, maintain, repair, operate and inspect a water line and appurtenances across, under and through the property of the parties of the first part, situated in Election District ___ of Allegany County, Maryland, said lines to be constructed and laid within 20-foot-wide right-of-way, which is shown on the attached plat numbered BBPW-01 (Exhibit A), and in addition thereto, the parties of the first part do grant unto the party of the second part, a temporary construction easement adjacent to aforesaid permanent easement, if and as shown on the attached plat.

It is mutually agreed between the parties hereto that upon completion of the installation of water lines within the aforesaid 15 foot permanent easement, that the temporary construction easement referred to above will become null and void; that during the construction period, the party of the second part, its agent, contractors and assigns, shall have a right of ingress and egress to the aforesaid right-of-way to other parts and appurtenances of the water system, providing however, that the surface of the ground shall be restored and left in a condition equal to that which existed prior to construction. Future maintenance work on the water line shall also leave the surface of the ground in a condition equal to that which existed prior to said maintenance work.

Said right-of-way being part of that parcel of land which was acquired by deed from MKE LLC dated November 13, 2008 and recorded among the Land Records of Allegany County, Maryland in Liber 01538 Folio 00089.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 2797, p. 0065, MSA_CE78_2487. Date available 07/01/2022. Printed 02/15/2024.
Allegany Co. Dept. of
Public Works
401 Kelly Rd.
Suite 300

Nothing in this instrument shall be construed so as to grant any right to the party of the second part which shall in any way interfere with the safe and unrestricted use by the parties of the first part, of the land contiguous and adjacent to said water line.

The parties of the first part do further grant unto the party of the second part, its successors and assigns, a right of ingress and egress in perpetuity to the permanent right-of-way granted herein and agree that no buildings or other structures of any kind shall be erected in, or over the said permanent right-of-way by the parties of the first part, their heirs, successors and assigns, provided however, that the parties of the first part may cultivate or use said land so long as the same shall not interfere with the water lines of the party of the second part thereon.

It is further agreed that the party of the second part concurs with the conditions set forth in the attached Exhibit B, as noted herein and if applicable:

Initial

Applicable

 X
Not Applicable

TO HAVE AND TO HOLD the aforescribed easement, to the party of the second part, its successors and assigns.

The preparer of this deed certifies that he is a party hereto.



James Webber, P.E.
Allegany County Department
of Public Works

IN WITNESS THEREOF, the parties hereto have executed this Deed and Agreement the day and year first above written.

ATTEST:

Kate Brooks

Timothy Michaels
Timothy Michaels

STATE OF MARYLAND
ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of June, 2022,
before me, the subscriber, a Notary Public of the State of
Maryland, in and for Allegany County aforesaid, personally
appeared Timothy Michaels (to me known personally or
satisfactorily identified) and he acknowledged the
aforegoing Deed and Agreement to be his act and deed.

WITNESS my Hand and Notarial Seal the day and year last
written.

Krista Sweitzer
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/30/25

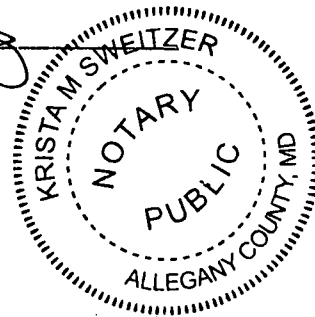


EXHIBIT "B"

It is further agreed that the party of the second part hereby consents to the following conditions:

N/A

Anthony P. Michael
Grantor

6/16/22
Date

James H. Wilkin, P.E.
County Representative

6/16/22
Date

