

TAX MAP 21
PARCEL 66

IMP FD SUKE \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Res# DC82	Rcpt # 13474
MLB JH	Blk # 633
Jul 12, 1996	day of

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT, made this 12 day of

JUNE, 1996, by and between BRIAN R. OTT (herein "OWNER")

and the MAYOR AND COMMISSIONERS OF SECRETARY, MARYLAND, a municipal corporation of the State of Maryland (herein "TOWN") and COLUMBIA NATIONAL, INCORPORATED (herein "LENDER").

EXPLANATORY STATEMENTS

WHEREAS, OWNER is the owner of a parcel of land known as 3512 Green Point Road, East New Market, Maryland 21631 (herein the "Property"), in the East New Market Election District of Dorchester County, Maryland; and

WHEREAS, the TOWN, together with the Town Commissioners of East New Market, Maryland, is the owner and operator of the Twin City Wastewater Treatment Facility (herein the "Sewerage Facility"); and

WHEREAS, OWNER and other property owners in the Green Point area of Dorchester County, Maryland are desirous of connecting their respective residential properties to the Sewerage Facility, and have requested the TOWN to extend sewer services to their respective properties and the TOWN has agreed to do so; and

WHEREAS, in order to induce the TOWN to incur the costs and expenses of serving properties in the Green Point area of Dorchester County, Maryland, OWNER has agreed to convey to the TOWN the necessary easements and rights-of-way, gratis, and further agrees to connect the Property to the Sewerage Facility system; and

WHEREAS, LENDER is the holder of a Deed of Trust on the Property from OWNER, dated October 27, 1993 and recorded among the

Mail to:
Town of Secretary
P.O. Box 248
Secretary, Maryland 21664

LIBERO 340 FOLIO 605

Land Record Books of Dorchester County, Maryland, in Liber 299, folio 325, and the LENDER joins in the execution of this instrument for the sole purpose of releasing the easements herein granted and conveyed from the operation and effect of said Deed of Trust, but retaining all other rights of the LENDER under said Deed of Trust in and to the remainder of the Property not affected by this conveyance.

NOW, THEREFORE, THIS SEWER EASEMENT AGREEMENT WITNESSETH,
that in consideration of the premises and of the mutual benefits and promises herein made, but without monetary consideration, and other good and valuable considerations, OWNER and LENDER do hereby grant and convey unto the MAYOR AND COMMISSIONERS OF SECRETARY, MARYLAND, and unto its successors and assigns, the easements and rights-of-way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer lines and a sewage grinder pump system and necessary appurtenances thereto within said easements and rights-of-way, together with the right of ingress and egress along and over said easements and rights-of-way for any and all of the above purposes; the permanent easements and rights-of-way being described as follows:

AN EASEMENT over, across and beneath a strip of land fifteen (15) feet in width extending from the County right-of-way line of Green Point Road to the grinder pump centered on the Property as constructed and in use and an easement for the electrical service from the electrical meter to the grinder pump five (5) feet in width centered over the electrical line as constructed and in use.

AND A TEMPORARY CONSTRUCTION EASEMENT being described as follows:

Two additional strips or parcels of land, each five (5)

feet in width, on either side of the above described permanent easements and rights-of-way and adjacent, contiguous and parallel thereto, during the period of the original construction only for any and all purposes pertinent thereto.

THE rights-of-way above granted and conveyed are more particularly shown upon certain plats consisting of 10 sheets entitled "Town of Secretary, Maryland Green Point Sewage Collection System", dated May 1996, prepared by Chester Engineers, and recorded among the Plat Records of Dorchester County, Maryland in Plat Cabinet Liber No. 44, folio 48-A, (herein the "Plats"), said sewer rights-of-way and easements being laid down, shown and delineated upon Sheet No. 3 of the Plats.

REFERENCE to the Plats is hereby being made for a more particular description of the sewer easements hereby intended to be conveyed.

THE easements above described cross land conveyed unto the OWNER by deed dated May 1, 1992 and recorded among the Land Record Books of Dorchester County, Maryland in Liber 273, folio 531.

NOTHING in this instrument shall be construed so as to grant any right to the TOWN which shall in any way interfere with the safe and unrestricted use by the OWNER of the land contiguous and adjacent to the sewer easements herein granted and conveyed, except that the OWNER shall not use or attempt to use the Property in such a manner as would interfere with the proper, safe and continuous use of said sewer lines and the easements herein conveyed.

THE OWNER hereby certifies that the granting of the herein described easements involves no monetary consideration.

THE OWNER hereby agrees to pay all rates and connection charges to the TOWN in effect at the time OWNER connects to the

Sewerage Facility and all other such rates and charges as may thereafter be established by the TOWN for all properties connected to the Sewerage Facility. The rates, charges, service charges, repair charges and connection charges imposed by the TOWN are and shall constitute a lien on the Property of the OWNER.

IN WITNESS WHEREOF, OWNER and TOWN and LENDER have executed this Sewer Easement Agreement on the day and year first above written.

TEST: _____ Brian R. Ott (SEAL)
BRIAN R. OTT
OWNER

MAYOR AND COMMISSIONERS OF
SECRETARY, MARYLAND

TEST: _____ BY: Robert W. Peters (SEAL)
ROBERT W. PETERS
MAYOR

COLUMBIA NATIONAL, INCORPORATED

BY: [Signature] (SEAL)
R. David Wysor
Asst. VICE PRESIDENT
LENDER

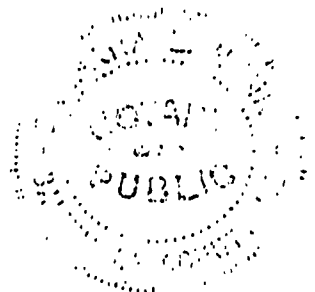
STATE OF MARYLAND, DORCHESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of June, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BRIAN R. OTT, known to me to be the person whose name is subscribed to the within and foregoing Sewer Easement Agreement and acknowledged the same for the purposes therein contained.

WITNESS my hand and Notarial Seal:

Barbara L. Henry
Notary Public **BARBARA L. HENRY**

My Commission Expires: November 25, 1996



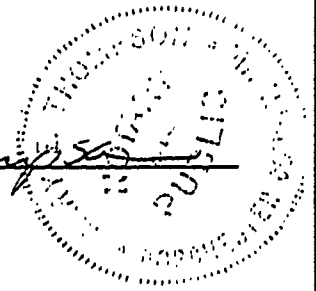
DORCHESTER COUNTY CIRCUIT COURT (Land Records) MLB 340, p. 0607, MSA_CE47_382. Date available 09/04/2003. Printed 03/26/2024.

STATE OF MARYLAND, DORCHESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT W. PETERS, who acknowledged himself to be the Mayor of the Town and Commissioners of Secretary, Maryland, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the within and foregoing Sewer Easement Agreement for the purposes therein contained, by signing his name as Mayor for said municipal corporation.

WITNESS my hand and Notarial Seal:

Mary E. Thompson
Notary Public



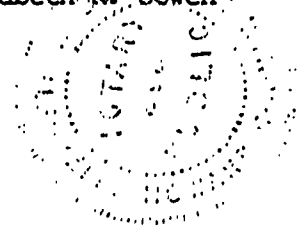
My Commission Expires: 1-10-99

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of June, 1996, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. David Wysor, who acknowledged himself to be the Asst. Vice President of COLUMBIA NATIONAL, INCORPORATED, the LENDER, and that he, being authorized so to do, executed the within and foregoing Sewer Easement Agreement for the purposes therein contained, by signing the name of the LENDER by himself as Vice President and acknowledged this instrument for and on behalf of the LENDER as its proper act.

WITNESS my hand and Notarial Seal:

Elizabeth R. Bowen
Notary Public Elizabeth R. Bowen



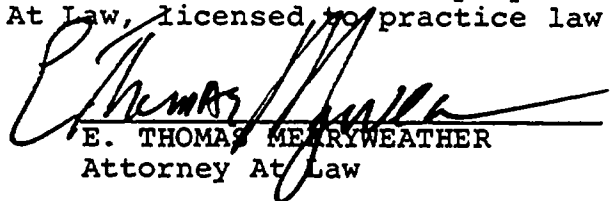
My Commission Expires: 12-1-96

DORCHESTER COUNTY CIRCUIT COURT (Land Records) MLB 340, p. 0608, MSA_CE47_382. Date available 09/04/2003. Printed 03/26/2024.

LIBERO 340 FOLIO 609

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by the undersigned, an Attorney At Law, licensed to practice law in the State of Maryland.


E. THOMAS MERRYWEATHER
Attorney At Law

NOTE TO THE RECORDING OFFICER:

- Index as Grantor: The owners and lender who have signed this instrument

- Index as Grantee: Mayor and Commissioners of Secretary, Maryland

64:OTT.AGR/am