

THIS BIKE SHARE STATION EASEMENT, made this _____ day of _____, 2017, by and between XXXXXXXXXXXXXXXX, ("the Landowner"), party of the first part, and PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, (the County), party of the second part.

WITNESSETH: consideration of the sum of One (\$1.00) Dollar in hand paid the Landowner by the County, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey unto the County, its successors and/or assigns, the easement of right of way for the installation, construction, reconstruction, maintenance, repair, operation and inspection of a bike share station and appurtenances within said right of way, together with the right of ingress and egress, for any and all purposes, along the said right of way shown on the Plat or Plan annexed hereto and described as follows:

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the said right of way for the installation of a bike share station, together with all rights, privileges, appurtenances and advantages thereto belonging or appertaining for the proper use, benefit and behoof forever of the County, its successors and/or assigns.

AND the Landowner, its heirs and/or assigns, covenants and agrees with the County, its successors and/or assigns, as follows:

FIRST: That the County, its successors and/or assigns, shall at all times have the right of ingress and egress for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting said bike share station within said right of way. Said ingress and egress to be in, through and/or over the right of way shown and described herein or along such other route as the Landowner and County may agree to be mutually acceptable.

SECOND: That the County, its successors and/or assigns, is granted the right to restrict the Landowner, its heirs and/or assigns from constructing any structure or building and/or improvement or fill or excavation upon the said right of way unless the prior written consent of the County is given thereto.

THIRD: That the Landowner will warrant specially the said right of way and will execute such further assurances thereof as may be requisite.

IN WITNESS HEREOF we have hereunto set my hand and seals this day.

WITNESS:

_____ (SEAL)
XXXXXXXXXX

STATE OF _____ :
>SS
COUNTY OF _____ :

BEFORE ME, a Notary Public of the Foresaid State and County, personally appeared XXXXXXXXXXXXXXXX, and acknowledged the foregoing agreement to be his/her act.

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____, 2017.

NOTARIAL SEAL

My Commission Expires: _____