

# DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, between \_\_\_\_\_, hereinafter referred to as OWNER and the COUNTY COMMISSIONERS of CHARLES COUNTY, MARYLAND, a public body corporate and politic, hereinafter referred to as the COUNTY.

WHEREAS, in accordance with the terms of a certain Agreement concerning Water and Sewer facilities between the Owner and the COUNTY, dated \_\_\_\_\_, \_\_\_\_\_, the Owner agreed that in connection with its development of a subdivision (or project) known as \_\_\_\_\_ (PGM# \_\_\_\_\_) located in the \_\_\_ Election District of Charles County, Maryland, it would construct the necessary water and sewer lines and appurtenances hereinafter referred to as the Facilities, and

WHEREAS, the plans for the Facilities have been approved by the COUNTY, and

WHEREAS, the owner has constructed the Facilities at its expense, and

WHEREAS, the COUNTY has agreed to accept the aforesaid Facilities, without cost, as of the date of this Agreement, and

WHEREAS, the COUNTY by accepting title to the aforesaid Facilities agree to maintain same and integrate the Facilities into its public system, accepting full responsibility for all maintenance, operational and other costs.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$ 1.00) paid by the parties hereto to each other, receipt of which is hereby acknowledged; and of the premises, the mutual covenants and agreements herein undertaken, the said parties hereto agree as follows:

1. That the Owner by execution of this Agreement, does hereby convey title to said Facilities to the COUNTY free and clear of all liens and encumbrances, and does further agree that it will execute any and all deeds necessary to convey to the COUNTY all easements for lines that now exist, and does further agree to grant such further easements for sewer and water mains, without charge, as may be determined by the COUNTY in its sole discretion, in order to serve the entire property of the Owner or connect same to other lines owned, or to be built, by the County or anyone.

2. That the Owner agrees to supply to the COUNTY all available information concerning the testing and operation of the Facilities and warranties concerning the equipment in connection with this Agreement.

3. From and after date of the signing of this Agreement by the COUNTY, the COUNTY shall be entitled to collect all fees of any nature for the operation of the Facilities on the subject site and agrees to become fully responsible for the maintenance of the system and service to the existing users.

4. The Owner hereby warrants that it is the sole owner of said Facilities and that there are no outstanding liens against same, and does further indemnify and hold harmless the said COUNTY against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.

5. The parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors or assigns:

ATTEST:

***NAME OF DEVELOPMENT COMPANY***

\_\_\_\_\_  
BY: \_\_\_\_\_  
***Typed Name of Signatory***

ATTEST:

COUNTY COMMISSIONERS OF  
CHARLES COUNTY, MARYLAND

\_\_\_\_\_

President

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, of \_\_\_\_\_, and duly acknowledged the foregoing Agreement to be the act of said \_\_\_\_\_.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, President of the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, and duly acknowledged the foregoing Agreement to be the act of said body corporate.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Revised: 3/31/2006 jhm

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