

**DECLARATION OF PUBLIC IMPROVEMENTS EASEMENT**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, their successors, heirs, and assigns (the “Declarant”), owner of a certain tract of land lying and being in Montgomery County, Maryland and being more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the “Property”).

WHEREAS, the Declarant, by the execution of this Declaration, grants the public improvements easement (“easement”) as described by metes and bounds in the attached “Schedule A” and graphically depicted on the attached “Schedule B” and makes certain agreements set forth in this Declaration with Montgomery County, Maryland, which agreements shall be binding on the Declarant and Declarant’s successors, heirs, and assigns, and on the Property, in perpetuity.

NOW, THEREFORE, in consideration of the recitals which are incorporated in this Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Declarant, the Declarant does hereby grant, covenant and agree as follows:

1. The Declarant does hereby grant and convey to Montgomery County, Maryland, and its duly designated agents (the “County”), the public improvements easement located on the Property and described and shown on the attached “Schedule A” and “Schedule B” for the purposes of installing, maintaining, operating, rehabilitating, repairing or removing public improvements including:
  - a) Street paving, curb and gutter, sidewalks, and bike paths.
  - b) Street signs.
  - c) Traffic control signs and devices.
  - d) Storm drainage facilities.
  - e) Streetlights and appurtenances.
  - f) Street trees and planters.
  
2. The Declarant does hereby covenant and agree that the granting of the easement shall not obligate the County to maintain non-public areas abutting \_\_\_\_\_ and this easement.

3. The Declarant covenants and agrees that no fence, wall, or structure shall be erected or installed within or under the public improvements easement other than those structures that are approved by Montgomery County, Maryland under applicable law. In the exercise of its sole discretion, the County may remove any such structures and is not required to replace them.
4. Declarant may plant trees and shrubs within the public improvements easement in accordance with the applicable County law. Should the County, in order to maintain its facilities within the public improvements easement, be required to remove any of the trees or shrubs, the County will not be required to replace them, and the Declarant will save the County harmless from any claim for damages to the trees and shrubs.
5. The Declarant does grant the easement described in this Declaration and in the attached "Schedule A" and "Schedule B" in perpetuity to Montgomery County, Maryland.

IN WITNESS WHEREOF, the parties have executed this Declaration of Public Improvements Easement under seal on the date first written above.

WITNESS:

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MONTGOMERY COUNTY,  
MARYLAND**

\_\_\_\_\_  
By: \_\_\_\_\_, Director  
Department of Permitting Services

STATE OF:

COUNTY OF:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that he, having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

**IN TESTIMONY WHEREOF**, I have affixed my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires \_\_\_\_\_

STATE OF:

COUNTY OF:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, Director of the Department of Permitting Services, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that she, having been properly authorized, executed the same on behalf of Montgomery County, Maryland in the capacity therein stated and for the purposes therein contained.

**IN TESTIMONY WHEREOF**, I have affixed my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires \_\_\_\_\_

**INFORMATION FOR RECORDING:**

Parcel I.D. Number(s): \_\_\_\_\_

Record Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names and Addresses of Parties to Instrument and Their Interest

Grantor(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County: Montgomery County, Maryland  
101 Monroe Street  
Rockville, Maryland 20850

Return original instrument to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_