

Tax ID #s: 16-1806090**SCHEDULE "A"****DESCRIPTION OF A
WSSC EASEMENT**

**LANDS OF
THE MAYOR AND COMMON COUNCIL OF HYATTSVILLE (OWNER)
4310 Gallatin Street
Hyattsville, MD 20781
to the
WASHINGTON SUBURBAN SANITARY COMMISSION
14501 Sweitzer Lane
Laurel, MD 20707**


BEING a strip or parcel of land hereinafter described in, through, over and across the property acquired by **THE MAYOR AND COMMON COUNCIL OF HYATTSVILLE, a municipal corporation**, from **WILLIAM P. MAGRUDER and DOROTHY W. MAGRUDER**, by deed dated April 11, 1927 and recorded among the Land Records of Prince George's County, Maryland in **Liber 279 at Folio 447**, being located on Lot 11, Block 2 as shown on a plat entitled "**Holladay Company's Addition to Hyattsville, MD**" recorded among said Land Records in **Plat Book A at Plat No. 30**; being more particularly described in the Maryland State Plane coordinate system (NAD83/91) as follows:

BEGINNING for the same at a point on the easterly right of way of 36th Avenue (Variable Width Public R/W), said point being located at the northwesterly end of the North 21°22' West (North 25°02'52" West as now surveyed) 235 feet plat line of Lot 11, Block 2; thence binding reversely on a part of said plat line

1. South 25°02'52" East 36.54 feet to a point; thence leaving said plat line and in, through, over and across Lot 11, Block 2
2. South 19°27'16" West 39.31 feet to a point; thence
3. North 80°42'42" East 28.63 feet to a point on the aforementioned North 21°22' West (North 25°02'52" West as now surveyed) 235 feet plat line; thence binding reversely on a part of said plat line
4. South 25°02'52" East 31.17 feet to a point; thence leaving said plat line and in, through, over and across Lot 11, Block 2
5. South 80°42'42" West 67.83 feet to a point on the aforementioned easterly right of way of 36th Avenue; thence binding on a part of said right of way and the North 16°45' East (North 12°26'40" East as now surveyed) 257 feet plat line of Lot 11, Block 2

6. North $12^{\circ}26'40''$ East 107.25 feet to the **POINT of BEGINNING** containing 2,886 square feet or 0.0662 acres of land, more or less, being shown on Schedule 'B', sheet 1 of 1, made a part thereof by this reference. WSSC Sketch #s A-30291.

I prepared or responsibly oversaw the preparation of the metes and bounds as set forth in the regulations stated in Chapter 09.13.06.12 of the Maryland Minimum Standards for Surveyors.


Michael B. Davis
Professional Land Surveyor
MD. No. 11033
License Expires: 9-10-2022



THIS EASEMENT AND RIGHT OF WAY

Made this _____ day of _____ in the year _____, by and between

THE MAYOR AND COMMON COUNCIL OF HYATTSVILLE,

a Municipal Corporation organized and existing under the laws of the state of Maryland, Grantor, and the WASHINGTON SUBURBAN SANITARY COMMISSION, a bi-county agency and public corporation of the State of Maryland, organized and existing under the laws of the said State, Grantee.

Witnesseth: That in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, an exclusive easement and right of way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of a water main, sanitary sewer and appurtenances thereto, including service connections within said easement and right of way, together with the right of ingress and egress along and over said right of way, for any and all of such purposes thereto; the said right of way and easement being fully described as follows:

SEE ATTACHED SCHEDULES: "A" and "B"

To have and to hold said easement and right of way, to the exclusion of all others, for a water main, sanitary sewer and appurtenances thereto, including service connections above described or mentioned and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Washington Suburban Sanitary Commission (Commission), its successor and assigns.

And the Grantor, for itself, its successors and assigns, covenants and agrees with the Grantee, its successors and assigns, as follows:

FIRST: that it will obtain the written consent of the Grantee before it grants an easement or right of way within the above described easement and right of way, erects, places or permits to be erected or placed any building, structure (including but not limited to fencing and pavement), underground cables and channels, or landscaping (not including a lawn), or before it fills or excavates within the above described easement and right of way (hereinafter collectively referred to as "encroachments"). The repair and maintenance of any encroachments consented to by the Grantee and installed by Grantor shall be the sole responsibility of Grantor and Grantee shall have no responsibility for them. Grantor shall bear the sole cost of removing any encroachments that are constructed, located or installed within the easement and right of way without the consent of Grantee or which are constructed in a location not approved by Grantee or moved from the location approved by Grantee in its consent. In the event Grantor fails to remove any encroachment to which Grantee has not consented within a reasonable time after notice from Grantee, Grantee shall have the right, but no obligation, to remove such encroachment at the sole cost of Grantor. In such event, Grantee shall not be liable for damage caused to any such encroachment and shall have no obligation to restore such encroachment to its original or any other location within the easement and right of way or otherwise.

SECOND: that the Grantee, its successors and assigns, shall at all times have right of ingress and egress without prior notification over said easement and right of way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting the water and sewer lines and appurtenances thereto, including service connections within said easement and right of way, said ingress and egress to be along the line herein designated and along such other lines as the Grantor may designate. And that Grantee shall have the right to cut or remove shrubs, trees, fencing, fill, encroachments or any impediment whatsoever located within the easement and right of way, whether installed or constructed with or without Grantee's consent, in order to install, construct, reconstruct, maintain, repair, operate or inspect its pipes and appurtenances.

THIRD: that this easement and right of way shall have priority over any subsequently recorded easements or rights of way, including but not limited to public utility easements or easements granted to private companies or persons, and, by accepting the grant of such a subordinate easement, any such public utility or private company or person agrees to indemnify and hold harmless Grantee, its employees, agents and contractors, and Grantor, from any and all claims, demands, suits, losses, liabilities, damages or payments, including

reasonable attorney's fees, arising out of the repair, maintenance, inspection, or reconstruction of Grantee's water and sewer lines and appurtenances thereto, including service connections, by any such utility company, private company or person, or by the presence of encroachments within the easement and right of way pursuant to such subordinate easement.

FOURTH: *Grantor agrees to execute any permit application that may be required by a local, federal or State unit for work Grantee must accomplish in the easement and right of way.*

FIFTH: *Grantor agrees to defend, indemnify, and hold harmless the Grantee, its employees, agents and contractors from any and all claims, demands, suits, losses, liabilities, damages or payments, including reasonable attorney's fees, arising out of the repair, maintenance, inspection, or reconstruction of Grantee's water and sewer lines and appurtenances thereto, including service connections, within the easement and right of way, caused by any damage to the water and sewer lines and appurtenances thereto, including service connections, caused by Grantor, by any person or entity directly engaged by Grantor to act on Grantor's behalf, or by the presence of encroachments constructed or installed by Grantor within the easement and right of way without Grantee's prior written consent as provided in the first paragraph above. Notwithstanding the language above, Grantee is not precluded from requiring Grantor to execute a separate hold harmless agreement.*

SIXTH: *that it will warrant specially the easement and right of way hereby granted and will execute such further assurances thereof as may be requisite.*

SEVENTH: *that it has the right to grant the easement and right of way.*

EIGHTH: *that disturbances of the easement and right of way by Grantee for the purpose of performing its work shall be reasonably restored by Grantee, except for those encroachments installed or constructed by Grantor without Grantee's written consent as set forth in the first and second paragraphs contained hereinabove.*

**THE MAYOR AND COMMON COUNCIL
OF HYATTSVILLE**

Sign: _____

Print: _____

Title: _____

STATE OF _____ :

COUNTY OF _____ :

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me the subscriber, a Notary Public, in and for the County aforesaid, personally appeared _____ who acknowledged himself/herself to be _____ of the _____, a Municipal Corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS My Hand and Official Seal.

Notary Public

**WASHINGTON SUBURBAN
SANITARY COMMISSION**

By: _____
Michael Harmer
WSSC Chief Engineer

STATE OF _____ :

COUNTY OF _____ :

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Michael Harmer who acknowledged himself to be the Chief Engineer of the Washington Suburban Sanitary Commission, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS My Hand and Official Seal.

Notary Public

My Commission expires: _____

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the instrument was prepared under my supervision.

Claudia Koenig
Associate Counsel

CONTRACT NO: 18-DA-6358-B

SKETCH NO(S): A-30291

DISTRICT: 16 - HYATTSVILLE

**LOCATION : NORTHERN MOST AREA OF
LOT 11, HOLLADAY COMPANY'S
ADDITION TO HYATTSVILLE, MD**

EASEMENT & RIGHT OF WAY

THE MAYOR AND COMMON COUNCIL OF HYATTSVILLE

TO

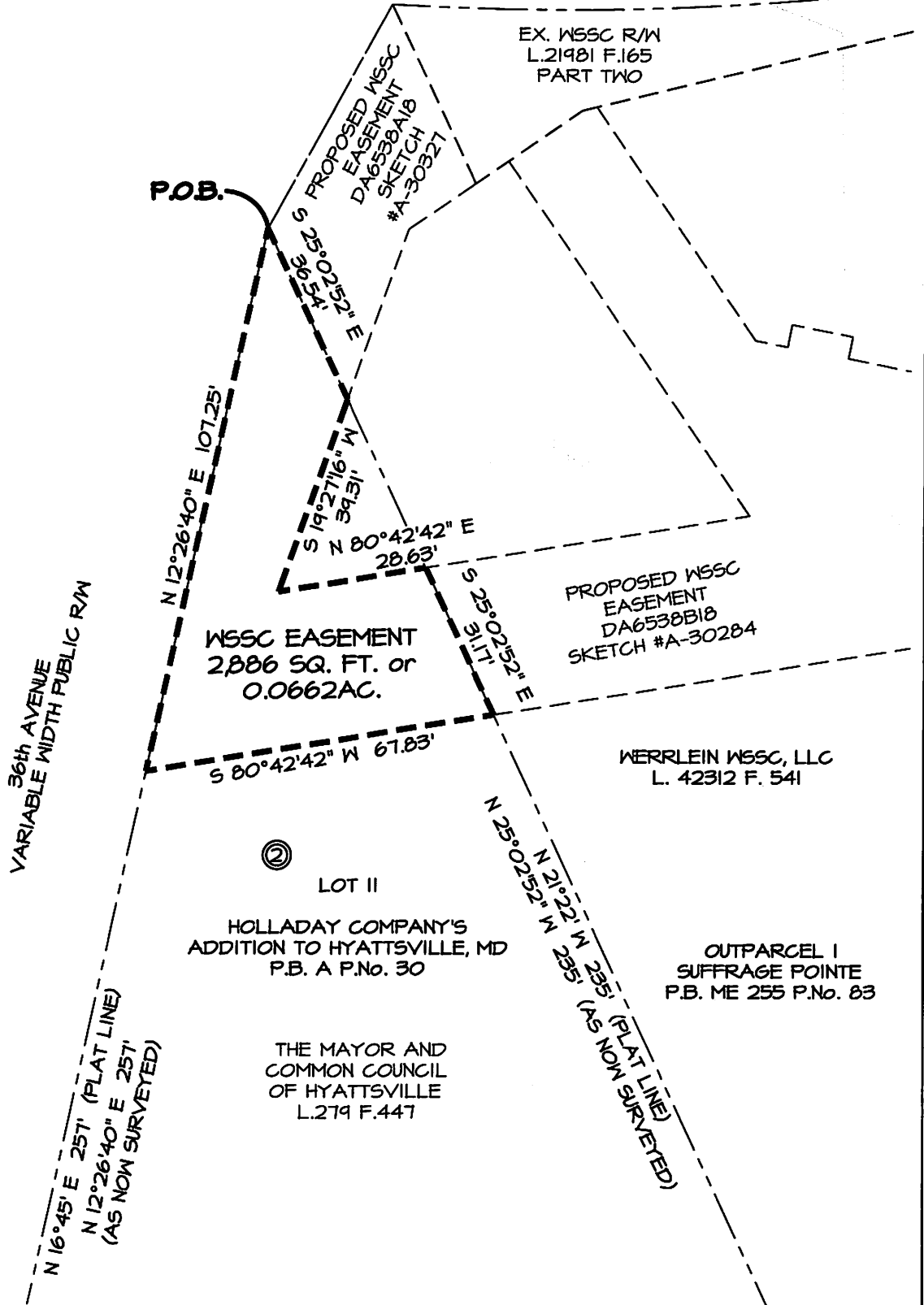
WASHINGTON SUBURBAN SANITARY COMMISSION

Return to

**WASHINGTON SUBURBAN SANITARY COMMISSION
LAND SERVICES SECTION
14501 SWEITZER LANE, LAUREL, MD 20707**

SCHEDULE B

NAD83/91



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Engineers Inc.**

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LANHAM, MD 20706
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301.731.0188 (FAX)
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R/W FOR A WATER MAIN AND
A SANITARY SEWER MAIN
AND APPURTENANCES
LANDS OF
**THE MAYOR AND COMMON
COUNCIL OF HYATTSVILLE**
PRINCE GEORGE'S COUNTY, MARYLAND

LIBER 279 FOLIO 447	DATE 2/5/21	SKETCH NO. A-30291
200 SHEET NO. 206NE03	SCALE 1"= 30'	SHEET NO. 1 OF 1
CONTRACT # DA 6538 B 18		

WASHINGTON SUBURBAN SANITARY COMMISSION

