

## SUMMARY OF SAMPLE EASEMENT AGREEMENT

1. Restrictions. Easement grantor (Owner) agrees to written list of alternations which may not be made to the property without prior written permission of M-NCPPC as qualified easement holder.
2. Recorded. Easement must be recorded with the Prince George's County Land Records Division and all holders of liens superior to the easement are required to release or subordinate their interests in the property.
3. Definition of Changes and Alterations (not to include routine maintenance and redecorating).
4. Condemnation and Casualty. Owner is not responsible to restore if property is destroyed by fire.
5. Taxes and Insurance. Owner shall pay all real estate taxes and carry adequate fire insurance coverage.
6. Maintenance of Premises. Owner agrees to maintain property in manner satisfactory to M-NCPPC.
7. Inspection. M-NCPPC agrees to conduct an annual inspection and owner agrees to grant access after prior notice. M-NCPPC can assign the right of inspection.
8. Enforcement. If M-NCPPC finds a violation, M-NCPPC shall write to notify the owner of the violation, recommend a cure, and state the time during which it must be performed. This notice shall be recorded. The owner must notify M-NCPPC in writing if he consents and the parties may submit to arbitration.  
  
If the owner refuses to perform repairs, M-NCPPC may send a formal notice of default and then enter the premises to make the repairs. If the owner refuses to pay for the cost of the repairs, M-NCPPC may put a lien on the property and charge interest.  
  
Any decision to enforce this agreement shall be made at M-NCPPC's discretion.
9. Subsequent Conveyance and Written Acceptance. The owner is required to notify M-NCPPC in writing of the names and addresses of any party to whom the property, or any part thereof, is being transferred. The owner agrees to provide the opportunity for M-NCPPC to explain the terms of the easement to potential new owners prior to the sale closing. Each new owner shall indicate acceptance of the easement agreement in writing to M-NCPPC.
10. Restrictions run with the land in perpetuity.
11. Assignment. M-NCPPC may assign its rights and the restrictions.