

APPENDIX E: 1976 PERPETUAL EASEMENT

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EASEMENT DEED

Handwritten: *Handwritten 2125 Tailor 3/16/76*
MAR 30-76 A 11708 *****12.00

THIS DEED OF EASEMENT made this 24th day of FEBRUARY, 1976, by and between the UNITED STATES OF AMERICA, acting by and through the Director, National Capital Parks, National Park Service, Department of the Interior, Grantor, and the Washington County Sanitary District, 101 Summit Avenue, Hagerstown, Maryland 21740, Grantee.

WITNESSETH:

WHEREAS, the Act of August 1, 1953 (Public Law 83-184) authorized and directed the Secretary of the Interior to grant perpetual easements subject to terms and conditions set out therein for rights-of-way through, over, or under lands along the line of the Chesapeake and Ohio Canal for utility purposes; and,

WHEREAS, the Grantors are the owners in fee of certain real property, hereinafter described, situate in Washington County, Maryland.

NOW, THEREFORE, for and in consideration of the acceptance by the Grantee of the conditions set forth below, and in consideration of the payment by the Grantee to the Grantor of the sum of \$50.00, the receipt of which is acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, an easement for the purpose of maintaining a six-inch water supply, a water intake structure, and an underground electric service line.

The lands of the Grantor, hereinabove referred to and to which the provisions of this instrument apply are located in Washington County, Maryland, and are more particularly described as follows:

Beginning for the centerline of said easement at a point in the North 7° 06' West 126.58 ft. line of the east boundary line of the C&O Canal as shown on a plat of survey by J. B. Ferguson and Company, Inc. dated November 2, 1964, said point being 20 feet from a stone planted at the end of said line and running thence along the centerline of said easement having a width of 30 feet by the three following courses and distances: North 86° 06' West 160 feet, more or less; North 27° 06' West 277 feet, more or less; and North 45° 06' West 368 feet, more or less; thence at right angles along the centerline of said easement South 44° 54' West 60 feet, more or less, with a width of 50 feet to the east bank of the Potomac River, as shown on the attached Dwg. No. SD4-E4, revised January 20, 1976, which is Exhibit A of this easement deed.

This easement is granted upon and is subject to the following conditions, to which Grantee hereby agrees. The term "Director" as used herein means the Director, National Capital Parks, or his authorized representative.

Access to and egress from the above described easement shall be by means of public roads. It is understood and agreed that the towpath shall not be used for vehicular access without permission of the Director, except in case of an emergency.

Every effort shall be made to avoid damage to lands of the United States and to prevent soil erosion. Any damage caused to the property of the United States, or its assigns, incident to the installation, operation, and maintenance of the projects authorized by this easement shall be promptly repaired and/or restored by the Grantee at its expense, or in the event such damage is not repairable, Grantee shall reimburse the United States therefor. The canal works shall be restored in accordance with the best practices of historic canal construction and restoration. Any such repair work to be performed by Grantee shall be accomplished subject to the general supervision of the Director, or his authorized representative.

All disturbed areas will be treated in compliance with the requirements of the Director, or his authorized representative, and all changes or disturbances of the existing conditions of the area, including landscaping during construction, future repair, replacement or maintenance are to be undertaken at the expense of the Grantee and restored as nearly as possible to the original condition of the area in a manner acceptable to the Superintendent.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this grant of easement to be executed on the day and year first above written.

WITNESS:

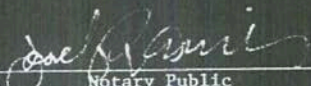
UNITED STATES OF AMERICA

Memor A. Gray

By *[Signature]*
Acting Director, National Capital Parks

City of Washington)
) ss
 District of Columbia)

I hereby certify that on this 8th day of March, 1976, before me, the subscriber, a Notary Public in and for the State of Virginia personally appeared Jimmy L. Dunning to me known and being duly sworn, did depose and say that he is the Acting Director, National Capital Parks, National Park Service, Department of the Interior, of the United States of America the Grantor in the foregoing Grant of Easement for Right-of-Way; and that said instrument was signed and sealed on behalf of the United States of America by virtue of the authority vested in him and that he acknowledged the said instrument to be the act and deed of the United States of America for the purpose therein expressed.

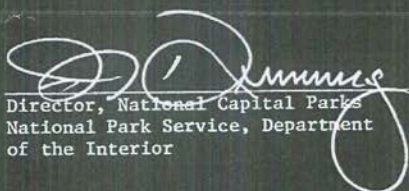

 Notary Public
 Virginia, State at Large

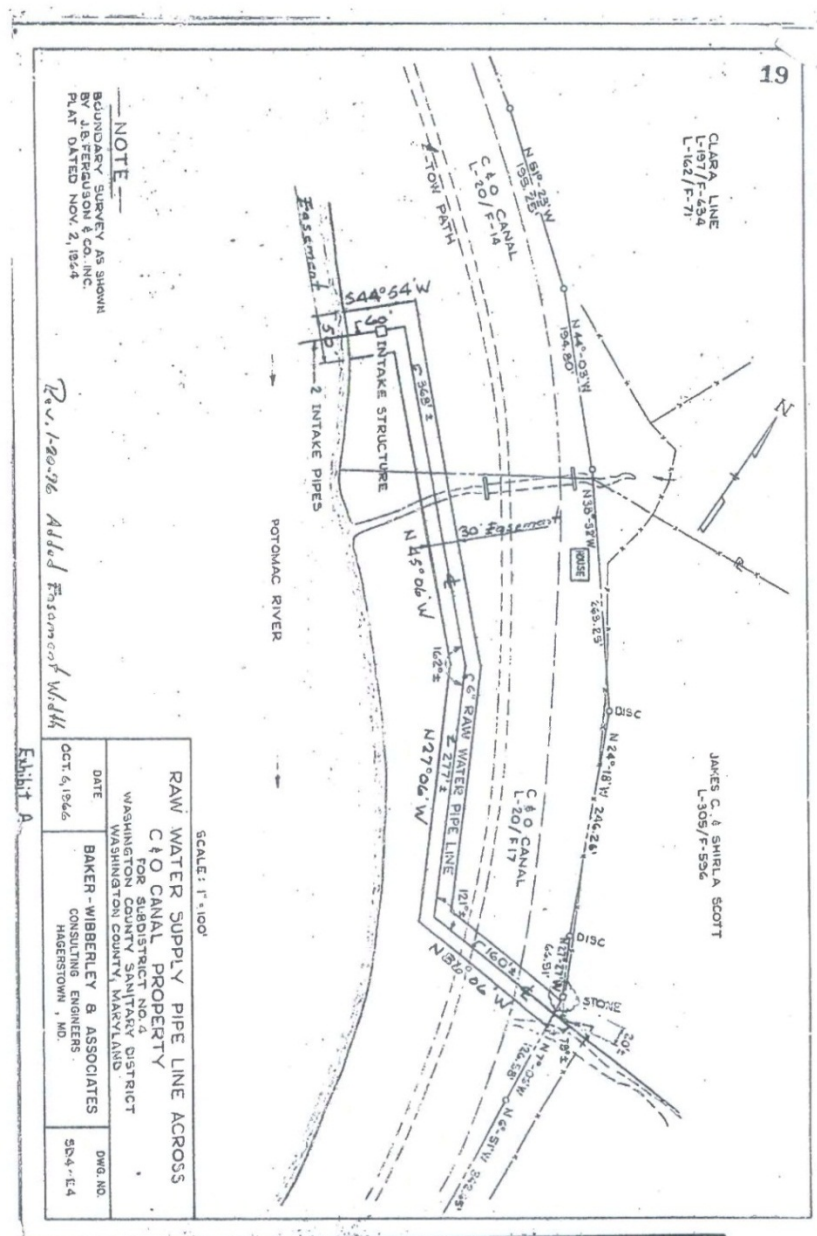


My Commission Expires

9/27/78

It is hereby certified that this deed of easement was prepared by the United States of America, a party named herein.


 Director, National Capital Parks
 National Park Service, Department
 of the Interior



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