

## WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between **Hopewell Road LLC**, a Delaware limited liability company, its successors and assigns ("**Grantor**"), **C/E Hopewell Manor Associates, LLLP**, a Maryland limited liability limited partnership, (successor by conversion to C/E Hopewell Manor Associates Limited Partnership, a Maryland limited partnership), its successors and assigns ("**Assignor**"), and **The City of Hagerstown**, a Maryland municipal corporation ("**Grantee**") (the Grantor, Assignor, and Grantee are each, individually, a "**Party**" and, collectively, the "**Parties**").

### WITNESSETH

WHEREAS, Grantor is the owner of that certain parcel of property consisting of +/- 56.8 acres located in Washington County, Maryland, as more particularly shown and identified as Lands of Hopewell Road, LLC on the "Waterline Easement Plat" prepared by Frederick Seibert & Associates, Inc. and dated August 3, 2022 (the "**Plat**"), a copy of which is attached hereto and incorporated herein as **Exhibit A** (the "**Grantor's Property**"), said property **BEING the same property conveyed to Grantor** by Special Warranty Deed dated November 30, 2021, by Hopewell Cushwa Farms Company, LLC, which is recorded among the Land Records of Washington County, Maryland in Liber 6923, folio 302;

WHEREAS, Grantor's Property is subject to the terms and conditions of that certain Deed of Easement, dated April 18, 1983 and recorded with among the Land Records of Washington County, Maryland in Liber 742, folio 63 (the "**Private Easement Agreement**"), which is for the benefit of the Assignor, as the successor in interest to the grantee under the Private Easement Agreement;

WHEREAS, the Private Easement Agreement granted and conveyed unto the Assignor's predecessor in interest, for the purpose of construction, maintenance, operation, and repair of an eight inch (8") water line and the requisite appurtenances (the "**Existing Private Waterline**") a twenty-foot (20') wide permanent easement in the location on Grantor's Property described therein and reflected on the drawing attached thereto, and more particularly shown and indicated as "**Existing Private Waterline Easement Area #1**" and "**Existing Private Waterline Easement Area #2**" (collectively the "**Existing Private Waterline Easement Area**") on **Exhibit A**;

WHEREAS, Grantor's Property is also subject to the terms and conditions of that certain Deed of Easement and Deed for the benefit of Grantee, which is dated April 18, 1983 and recorded among the Land Records of Washington County, Maryland in Liber 742, folio 59 (the "**Public Easement Agreement**");

WHEREAS, the Public Easement Agreement granted and conveyed unto Grantee, for the purpose of constructing, installing, altering, operating, regulating, maintaining, hooking up to existing facilities, replacing, renewing, maintaining and repairing of an eight inch (8") water line and the requisite appurtenances (the "**Existing Public Waterline**") a twenty-foot (20') wide permanent easement in the location on Grantor's Property described therein and reflected on the

drawing attached thereto, and more particularly shown and indicated as “**Existing Public Waterline Easement Area**” on **Exhibit A**;

WHEREAS, it has been discovered that the Existing Public Waterline was actually installed on a portion of Grantor’s Property that is outside the boundaries of the Existing Public Waterline Easement Area, and that the Existing Private Waterline has been connected to the Existing Public Waterline on the Property (the Existing Private Waterline and the Existing Public Waterline shall hereafter be referred to, collectively, as the “**Existing Waterline**”);

WHEREAS, **Exhibit A** shows the accurate location of the Existing Public Waterline within the boundaries of a 20’ easement shown and indicated as “**New Waterline Easement**”;

WHEREAS, an offer of dedication of the Existing Public Waterline has been made to the Grantee by the predecessor in interest to the Grantor in the Public Easement Agreement, and the Private Easement Agreement requires that the Assignor offer the Existing Private Waterline likewise be offered for dedication to the Grantee, which is being accomplished by way of this Agreement;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the Grantee, has determined that it is in the best interest of the citizenry in general to accept the Existing Waterline into the water system for the Grantee, subject to the terms and conditions set forth in this Waterline Easement Agreement; and

WHEREAS, the Parties now desire to ensure the full conveyance of the Existing Waterline unto Grantee and to otherwise definitively outline the parties’ respective rights and obligations with regard to the Existing Waterline, by (i) conveying an easement unto Grantee over the Existing Private Waterline Easement Area; (ii) conveying an easement unto Grantee over the New Waterline Easement Area; (iii) abandoning the Existing Public Waterline Easement Area; and (iv) terminating the Private Easement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, Assignor, and Grantee agree as follows:

1. **Incorporation of Recitals and Defined Terms.** Grantor, Assignor, and Grantee agree that the foregoing recitals are true, correct, complete and are hereby incorporated by reference. Further, except as specifically provided herein, each capitalized term used herein, if any, shall have the meaning ascribed to it in the Easement Agreement.

2. **Conveyance of Existing Private Waterline Easement Area and Existing Private Waterline.** From and after the Effective Date of this Agreement, subject to the standard design review and approval process of the Grantee and any other applicable State or local governmental authority or agency, Grantor shall grant unto Grantee an easement on, over, and across the areas shown on **Exhibit A** as “Existing Private Waterline Easement Area #1” and “Existing Private Waterline Easement Area #2” for the purpose of constructing, installing, altering, operating,

regulating, maintaining, replacing, renewing, maintaining and repairing an eight inch (8”) waterline and the requisite appurtenances within a new permanent easement (the “**New Public Easement #1**”).

3. **Termination of Private Easement Agreement.** The Private Easement Agreement is hereby terminated. Assignor is joining herein for the purpose of confirming that, upon the granting of the public easement over the New Public Easement #1, its rights under the Private Easement Agreement are terminated. .

4. **Conveyance of New Waterline Easement Area and Existing Public Waterline.** From and after the Effective Date of this Agreement, subject to the standard design review and approval process of the Grantee and any other applicable State or local governmental authority or agency, Grantor shall grant unto Grantee an easement on, over, and across the area shown on **Exhibit A** as “New Waterline Easement ” for the purpose of constructing, installing, altering, operating, regulating, maintaining, replacing, renewing, maintaining and repairing an eight inch (8”) waterline and the requisite appurtenances within a new permanent easement (the “**New Public Easement #2**” and together with New Public Easement #1 shall constitute the “**New Public Easement Area**”). Grantee shall have the right to excavate and refill ditches and/or trenches for the repair, and/or replacement of the waterlines located in the **New Public Easement Area**; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

5. **Limitation on Activity Within New Public Easement Area.** Except as otherwise provided in this Agreement, no party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the **New Public Easement Area**; place any tree, bushes, shrubbery or other vegetation within the **New Public Easement Area**; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the **New Public Easement Area**. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party’s reasonable costs of doing so.

6. **Relocation of New Public Easement Area.** Grantor and Grantee agree to work together to relocate the **New Public Easement Area** from its existing location on the Property to the area shown and indicated on **Exhibit A** as “**Relocated Waterline Easement Area**” (with the future waterline to be installed within this area being known as the “**Relocated Waterline**”). The relocation, design and construction/installation of the Relocated Waterline shall be reviewed and approved by the City’s Department of Utilities and shall be consistent with the City’s engineering requirements and best management practices. The design and installation of the Relocated Waterline shall be performed at the sole cost and expense of the Grantor. Furthermore, upon agreement between Grantor and the City’s Department of Utilities on the relocation and design of the Relocated Waterline, and Grantor’s subsequent construction of the Relocated Waterline consistent with the approved design, Grantee shall amend this Agreement to reflect the conveyance of the Relocated Waterline Easement in the precise location of the Relocated Waterline and the corresponding release and abandonment of the New Public Easement Area (or otherwise enter into a new agreement and corresponding release to facilitate the same purpose).

7. **Abandonment of Existing Public Waterline Easement Area.** Grantee hereby abandons the easement rights it obtained over that portion of Grantor's Property shown and indicated on **Exhibit A** as "Existing Public Waterline Easement Area," which Grantee obtained under the Public Easement Agreement, such that the Public Easement Agreement shall hereafter be of no further force and effect.

The Parties understand and agree that the Existing Waterline currently exists as a conduit through the Property, serving only adjacent properties, and does not currently provide public water service to the Property. The provisions of this Agreement and the performance of the design, review, and installation contemplated hereunder shall not, in and of itself, provide any Party with any right to public water service from Grantee. If Grantor desires to obtain public water service for the Property in the future, it shall follow all steps and processes required under the applicable policies, procedures and laws of the City, Washington County, and the State of Maryland, as have been established or may be established and/or amended from time to time, by the City, the County, and the State, respectively.

8. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective grantees, successors and assigns, and the terms "Grantor," "Assignor" and "Grantee" hereunder shall include their respective grantees, successor and assigns.

9. Time shall be of the essence with regard to any and all rights and obligations afforded under this Agreement.

10. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument and may be executed by an electronic signature in the form of a fax or PDF e-mail.

11. This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

**HOPEWELL ROAD LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MARYLAND            )  
  ) ss.  
COUNTY OF WASHINGTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, in and for said state, personally appeared \_\_\_\_\_, Authorized Person of **HOPEWELL ROAD LLC**, a Delaware limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Subscribed and sworn to me the day and year above written.

Notary Public: \_\_\_\_\_  
Notary Seal:

**C/E HOPEWELL MANOR ASSOCIATES,  
LLLP, a Maryland limited liability partnership**

By: Wye River Properties LLC, a  
Maryland limited liability  
company, its general partner

By: \_\_\_\_\_  
Name: Arthur W. Edwards, Jr., President and  
Title: Authorized Person

STATE OF MARYLAND            )  
  ) ss.  
COUNTY OF WASHINGTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, in and for said state, personally appeared \_\_\_\_\_, Authorized Person of Wye River Properties, LLC, the general partner of **C/E HOPEWELL MANOR ASSOCIATES, LLLP**, a Maryland limited liability limited partnership, known to me to be the person who executed the within instrument in behalf of said limited liability limited partnership and acknowledged to me that he/she executed the same for the purposes therein stated.

Subscribed and sworn to me the day and year above written.

Notary Public: \_\_\_\_\_  
Notary Seal:

**The City of Hagerstown**, a Maryland municipal corporation

By: \_\_\_\_\_  
Name: Emily N. Keller  
Title: Mayor

STATE OF MARYLAND            )  
  ) ss.  
COUNTY OF WASHINGTON    )

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Emily N. Keller, Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that she, as such Officer, being so authorized to do, executed and acknowledged the foregoing Waterline Easement Agreement to be the corporate act and deed of The City of Hagerstown for the purposes therein contained and further made oath that The City of Hagerstown is *locus rei sitae* in Maryland.

Subscribed and sworn to me the day and year above written.

Notary Public: \_\_\_\_\_  
Notary Seal: \_\_\_\_\_

**EXHIBIT A**  
**(Waterline Easement Plat)**





to be granted to  
**THE CITY OF  
HAGERSTOWN**


LINE	BEARING	DISTANCE
L1	N 14°22'46" E	201.79'
L2	N 24°44'59" W	1026.01'
L3	N 54°30'14" E	20.36'
L4	S 24°44'59" E	1041.50'
L5	S 75°37'14" E	7.10'
L6	S 14°22'46" W	20.00'
L7	N 75°37'14" W	10.00'
L8	S 14°22'46" W	174.39'
L9	S 75°40'24" W	22.80'
L10	S 24°44'59" E	8.91'
L11	S 56°26'44" W	20.24'
L12	N 24°44'59" W	0.22'
L13	N 34°43'59" E	23.22'

STATE OF MARYLAND  
ANTHONY LEE TAYLOR  
No. 21640  
PROFESSIONAL LAND SURVEYOR  
08/26/2022

08/26/2022

 EXISTING PRIVATE  
WATERLINE EASEMENT  
AREA #1  
(24,831.81 SF)

 EXISTING PRIVATE  
WATERLINE EASEMENT  
AREA #2  
(91.35 SF)

 NEW WATERLINE  
EASEMENT  
(4,132.99 SF)

20'  
RELOCATED  
WATERLINE  
EASEMENT

NEW  
WATERLINE  
EASEMENT

EXISTING PRIVATE  
WATERLINE  
EASEMENT AREA #1  
L.742 F. 63

EXISTING PUBLIC  
WATERLINE  
EASEMENT AREA  
L 742 F. 59  
(TO BE ABANDONED)

## Professional Certification

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 21640, Expiration Date 12/22/2023.

Anthony L. Taylor  
Professional Land Surveyor

08/26/2022

Date \_\_\_\_\_

RELOCATED WATERLINE EASEMENT TO BE GRANTED TO THE CITY OF HAGERSTOWN ONCE THE NEW WATER LINE IS CONSTRUCTED IN THIS LOCATION (28,631.81 SF)

TAX MAP-GRID-PARCEL

0048-0022-0245

*DWN BY*  
**TMF**

DATE  
08.26.2022

PROJECT MANAGER

EMAIL

SCALE

$$1'' = 200'$$

SHEET 01 OF 01

# FSA

**FREDERICK, SEIBERT & ASSOCIATES, INC.**

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128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.3650

20 WEST BALTIMORE STREET  
GREENCASTLE, PA 17225  
717.597.1007

505 SOUTH HANOVER STREET  
CARLISLE, PA 17013  
717 701 8111

15 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17068  
717 275 7531

PROJECT NO.

## 4912.1