

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: September 27, 2022

TOPIC: Introduction of an Ordinance: Deed of Easement and Agreement with AuChar Properties, LLC for 231 North Locust Street (Alms House)

Charter Amendment

Code Amendment

Ordinance

Resolution

Other

 X

MOTION: I hereby move for the introduction of an Ordinance authorizing the execution of a Deed and Easement Agreement for use of a portion of the City property at 231 North Locust Street for the purpose of constructing and maintaining an access easement on land situated on the westerly side of North Locust Street.

Date of Introduction: 9/27/2022

Date of Passage: 10/25/2022

Effective Date: 11/25/2022

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT AND AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND AuCHAR PROPERTIES, LLC, FOR USE OF A PORTION OF CITY PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING AN ACCESS EASEMENT ON LAND SITUATED ON THE WESTERLY SIDE OF NORTH LOCUST STREET, HAGERSTOWN, MARYLAND

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland;

WHEREAS, the City owns improved real property located at 239 North Locust Street, Hagerstown, Maryland and described in a deed dated November 10, 2004 and recorded among the Land Records of Washington County at Liber 2492, folio 55 ("the Alms House Property");

WHEREAS, AuChar Properties, LLC, is a Virginia limited liability company, authorized to conduct business in Maryland ("AuChar"), and which owns improved real property located at 231 North Locust Street, Hagerstown, Maryland and described in a deed dated May 1, 2014 and recorded among the Land Records of Washington County at Liber 4554, folio 223 ("the AuChar Property");

WHEREAS, the AuChar Property is located immediately to the south of the Alms House;

WHEREAS, AuChar has asked the City for permission to construct and maintain an access easement from North Locust Street, over a portion of the Alms House Property, and terminating at the rear of the AuChar Property;

WHEREAS, AuChar shall pave and maintain the easement and shall not park, or allow others to park, vehicles on the easement and shall not otherwise hinder or impede pedestrian or vehicular traffic on the Alms House Property, as set forth in the attached Deed of Easement and Agreement;

WHEREAS, the City has agreed to grant AuChar a perpetual easement over a portion of its property for ingress and egress to the rear of the AuChar Property, as set forth in the attached Deed of Easement and Agreement; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement and Agreement.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and City Council do hereby approve and accept the proposal of easement made by the AuChar Properties, LLC, as set forth on the attached Deed of Easement and Agreement.
3. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement and Agreement between the City and AuChar Properties, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Emily N. Keller, Mayor

Date of Introduction: September 27, 2022
Date of Passage: October 25, 2022
Effective Date: November 25, 2022

PREPARED BY:
& MORTON, LLC
CITY ATTORNEY

THIS DEED OF EASEMENT AND AGREEMENT is made this _____ day of _____, 2022, by and between The City of Hagerstown, a municipal corporation existing under the laws of the State of Maryland, hereinafter referred to as "City," and AuChar Properties, LLC, a Virginia limited liability company, hereinafter referred to as "AuChar."

WHEREAS, the City is the owner of a certain parcel of land described in the Deed to the City dated November 10, 2004 and recorded in Liber 2492, Folio 55 among the Land Records of Washington County, Maryland, the street address of which is currently known and designated as 239 North Locust Street, Hagerstown, Maryland, which parcel is described on an description prepared by Frederick, Seibert & Associates, Inc., and depicted on a Plat entitled "Access Easement Plat over Lands of The City of Hagerstown for Auchar Properties, LLC 231 N. Locust Street." The description and Plat are attached hereto and incorporated herein by reference, and the Plat is hereinafter referred to as "Access Easement Plat;" and

WHEREAS, AuChar is the owner of a certain parcel of land described in the Deed to AuChar dated May 1, 2014 and recorded in Liber 4754, Folio 223 among the aforesaid Land Records, the street address of which is currently known and designated as 231 North Locust Street, Hagerstown, Maryland, which parcel is also depicted on the Access Easement Plat; and

WHEREAS, because of the [i] juxtaposition of the City and AuChar properties, [ii] location of an existing area between the improvements on each of the properties identified as "Proposed Access Easement 0.03 Ac" on the Access Easement Plat, hereinafter referred to as the "Easement Area," [iii] location of a loading-zone area to the rear of improvements on AuChar's parcel, and [iv] AuChar's need for access to the loading-zone area to the rear of its improvements, AuChar has requested, and the City has agreed, to grant to AuChar, its successors and assigns, an easement over, upon and through the Easement Area, a part of the City's lands; and

WHEREAS, the parties hereto have entered into this Deed of Easement and Agreement to formalize the above.

NOW THEREFORE WITNESSETH: That for and in **NO MONETARY CONSIDERATION**, but for other good and valuable consideration, the receipt of which is acknowledged by the City, **THE CITY OF HAGERSTOWN, a municipal corporation existing under the laws of the State of Maryland, does hereby grant and convey unto AUCHAR PROPERTIES, LLC, a Virginia limited liability company, its successors and assigns, an easement over, upon and through the Easement Area of the lands of the City, being part of the property described in the Deed to the City November 10, 2004 and recorded in Liber 2492, Folio 55 among the Land Records of Washington County, Maryland, and identified as "Proposed Access Easement 0.03 Ac" on the attached Access Easement Plat; AND**

THE PARTIES HERETO DO FURTHER AGREE:

[1] AuChar agrees not to park any vehicles in the Easement Area, or to allow third parties to park vehicles in the Easement Area, or to do any act which would hinder or impede pedestrian or vehicular traffic on the City property.

[2] AuChar agrees to pave and maintain the Easement Area in a manner acceptable to the City.

[3] The City agrees not to plant, install, build, or place anything in the Easement Area, or to do any act which would hinder pedestrian or vehicular traffic over the Easement Area.

THIS Easement and Agreement shall be perpetual, and run with the land.

WITNESS the hands and seals of the parties hereto.

WITNESS/ATTEST:

THE CITY OF HAGERSTOWN

_____, City Clerk BY: _____ (SEAL)
Emily N. Keller, Mayor

AUCHAR PROPERTIES, LLC, a
Virginia limited liability company

_____, BY: _____ (SEAL)
Augustine M. Boyce, member

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

THIS IS TO CERTIFY on this _____ day of _____, 2022, that before me the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Emily N. Keller, Mayor of the City of Hagerstown, who acknowledged that she, having been authorized to do so, executed the foregoing Deed as the voluntary act and deed of the City of Hagerstown, and that the consideration recited therein is true and correct.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: _____ (SEAL)
Notary Public

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:

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 Augustine M. Boyce, member of said AuChar Properties, LLC, a Virginia limited liability company, and acknowledged that he, as such officer, being authorized so to do, did execute the foregoing instrument as the voluntary act and deed of said Company, and did acknowledge that the consideration set forth therein is true and correct; and at the same time he made oath in due form of law that he is a Member of said Company, and he is duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and Official Notarial Seal.

My Commission Expires: _____ (SEAL)
Notary Public

Mail to:
AuChar Properties, LLC
231 North Locust Street
Hagerstown, MD 21740

August 2, 2022

Description of easement to be granted by the City of Hagerstown to Auchar Properties, LLC

Situate along the west side of North Locust Street approximately 330 feet north of its intersection with East Avenue in Election District No. 22, City of Hagerstown, Washington County, Maryland and being more particularly described as follows:

Beginning at a point along the western right-of-way line of North Locust Street, said point also being the common property corner between the lands of Auchar Properties, LLC (Liber 4554, folio 223) and the lands of the City of Hagerstown (Liber 2492, folio 55), thence running in a counter clockwise direction and continuing along the western right-of-way line of North Locust Street, N 32°16'40" E 11.95 feet to a point, thence running with the northern limits of the herein described access easement and also running with a northern edge of a concrete gutter, N 57°58'14" W 42.75 feet to a point, thence N 50°46'50" W 8.92 feet to a point, thence N 34°34'14" W 13.00 feet to a point, thence leaving the concrete gutter and running N 57°43'20" W 43.44 feet to a point on the most westerly boundary of the lands of the City of Hagerstown, thence with said westerly boundary, S 32°16'40" W 17.95 feet to a point intersecting the northern boundary of the lands of Auchar Properties, LLC (Liber 4554, folio 223), thence running with the northern boundary of said property, S 57°43'20" E 107.00 feet to the place of beginning;

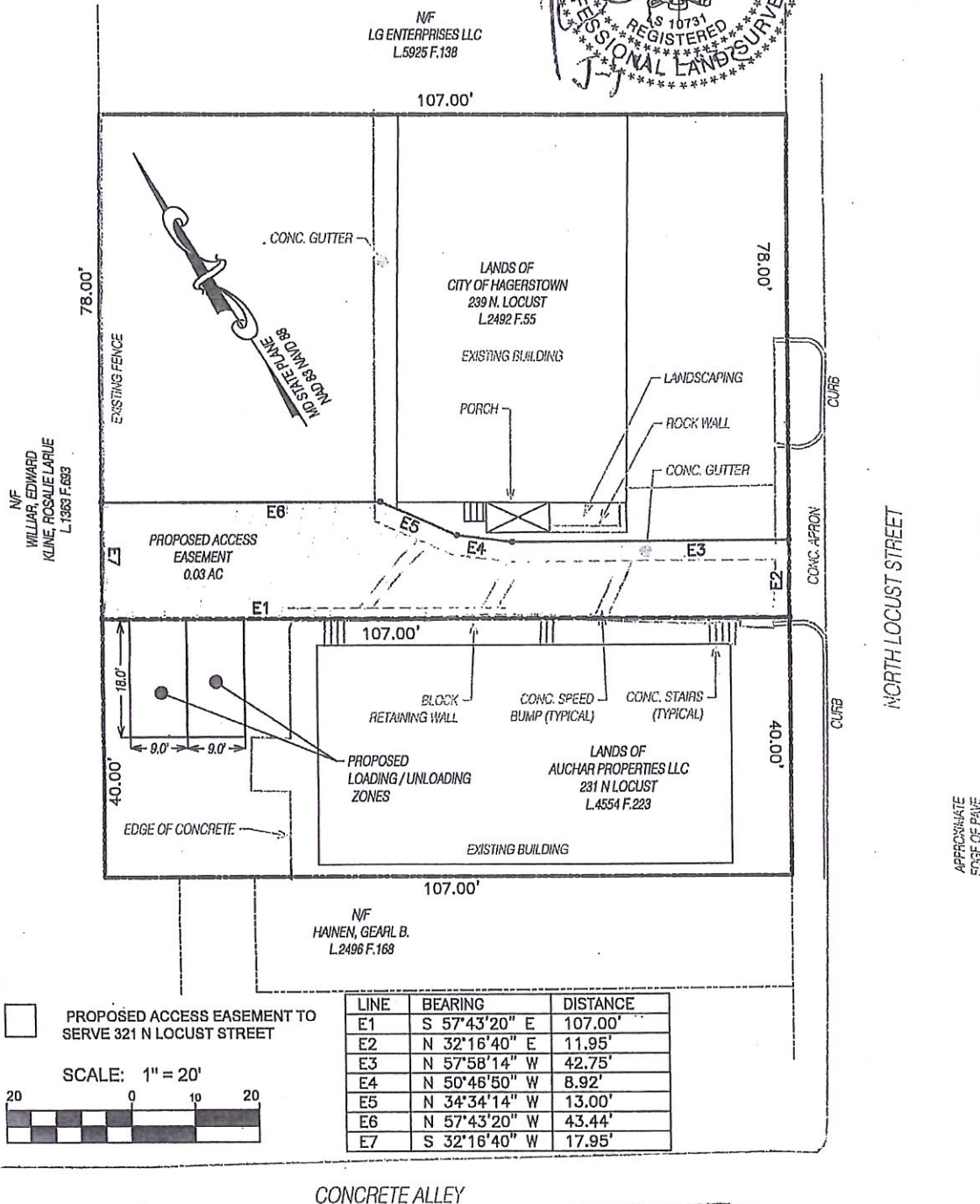
Covering 1,580 square feet of land more or less;

Said easement area is lying over lands conveyed by DEGE, LLC to the City of Hagerstown by deed dated November 10, 2004 and recorded at Liber 2492, folio 55 among the Land Records of Washington County, Maryland.

FMF/vab.2022-0198 desc

Access Easement Plat
over Lands of
The City of Hagerstown
for
Auchar Properties, LLC
231 N. Locust Street

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2024



PROPERTY INFORMATION 306-00-683	
DWN BY MTJ	DATE 07-08-2022
PROJECT MANAGER FFrederick	EMAIL FFrederick@fsa-inc.com
SCALE 1" = 20'	
SHEET 01 OF 01	



FREDERICK, SEIBERT & ASSOCIATES, INC. ©2022

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CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

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
717.275.7631

PROJECT NO.
2022-0198