

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT  
AND MAINTENANCE AGREEMENT BETWEEN  
THE CITY OF HAGERSTOWN AND RICHARD AND MARY MANSPEAKER TO  
PERMIT THE CITY OF HAGERSTOWN TO CONSTRUCT AND MAINTAIN A  
PUBLIC SIDEWALK.**

RECITALS

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

WHEREAS, the City intends to construct and maintain a public sidewalk for the enjoyment and benefit of the public; and

WHEREAS, the proposed location of said sidewalk is on property owned by Richard L. Manspeaker and Mary J. Manspeaker; and

WHEREAS, in order to construct and maintain the sidewalk it is necessary for the City of Hagerstown to acquire certain rights with respect to the proposed property, which rights are further described in the attached Deed of Easement and Maintenance Agreement and further depicted on Exhibit "A": and

WHEREAS, Richard and Mary Manspeaker have generously offered to grant the City an easement on their property for the construction and maintenance of the public sidewalk; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this Deed of Easement and Maintenance 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 Mayor be and is hereby authorized to execute and deliver the Deed of Easement and Maintenance Agreement between the City and Richard and Mary Manspeaker, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any 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 Spickler, City Clerk

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

  
Emily Keller, Mayor

Date of Introduction: February 23, 2021  
Date of Passage: March 23, 2021  
Effective Date: April 24, 2021

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

0-21-02

**DEED OF EASEMENT**  
**AND**  
**MAINTENANCE AGREEMENT**

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this 29<sup>th</sup> day of March, 2021, by Richard L. Manspeaker and Mary J. Manspeaker (hereinafter sometimes referred as "Grantors") and **THE CITY OF HAGERSTOWN**, a Maryland municipal corporation (hereinafter sometimes referred to as "City" or "Grantee").

WITNESSETH: That for NO MONETARY CONSIDERATION, but for the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantors do hereby grant and convey unto Grantee, its successors and assigns, a non-exclusive, perpetual easement (the "Easement") over and across a parcel of land described as Proposed Sidewalk Easement situate in Hagerstown, Washington County, Maryland, being shown on that certain Sidewalk Easement Plat prepared by Fox & Associates, Inc. dated February 4, 2021, said Sidewalk Easement Plat being attached hereto and incorporated herein as Exhibit A.

BEING a portion of the property described in a Deed dated April 25, 1975 and recorded among the Land Records of Washington County in Liber 594, folio 132 from Richard J. Manspeaker to the Grantor herein.

The Easement is granted for purposes of the construction and maintenance of a public sidewalk by the Grantee. Grantee and the general public shall have full and free use of the easement for the purposes herein named, subject to the conditions hereof.

**TO HAVE AND TO HOLD** the right and privilege of the Easement hereby granted to the use and benefit of the within Grantee forever.

And Grantors do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

It is understood and agreed that the Easement is granted under and subject to the following terms and conditions:

1. The Easement is non-exclusive, it being specifically acknowledged that Grantor owns other property that abuts the Easement Area and that Grantor shall retain access to and use of the Easement Area so long as not in conflict with Grantee's use of said Easement for the construction and maintenance of a public sidewalk as contemplated herein.
2. Except as otherwise provided in this Agreement, Grantee shall not directly or through others make a fill or excavation of earth so as to cause a change in contour or inundate the land with water within the Easement Area. However, it is understood that:
  - (a) Grantee shall be permitted to construct and maintain a public sidewalk substantially in accordance with the attached Exhibit A and may control access to the Easement Area as it would any public space under its control;



(b) Grantee shall be permitted to construct the public sidewalk with an impervious surface of concrete or other similar material over the portion shown as Proposed Sidewalk Easement on the attached Exhibit A, at Grantee's sole cost and discretion.

In the event Grantor corrects any condition constituting a violation of this paragraph, Grantee shall promptly reimburse Grantor's reasonable costs of doing so.

3. Grantee shall be solely responsible for the construction, repair and maintenance of the sidewalk, and may utilize the full extent of Proposed Sidewalk Easement area for such purpose of installing but not limited to, pavement, curb, sidewalk, and the erection, repair or replacement of any signage, fixtures and improvements located within Proposed Sidewalk Easement area.

4. Grantor shall perform routine maintenance upon all improvements located within Proposed Sidewalk Easement area, and upon the surface of the sidewalk, to include snow and ice removal as appropriate to the surface condition.

5. Grantee shall have the right to trim, cut, replace or remove trees, shrubbery, landscaping, plant beds, structures, or other improvements or obstructions within Proposed Sidewalk Easement area from time to time, within Grantee's sole discretion.

6. Grantor shall be responsible for mowing, plant bed and other routine maintenance within Easement Area up to the paved surface of the sidewalk, excluding any structures located in the Easement Area.

8. This Deed of Easement and Maintenance Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties herein have set their hands and seals as of the date first written above.

WITNESS:

  
\_\_\_\_\_

 (SEAL)  
Richard L. Manspeaker

WITNESS:

  
\_\_\_\_\_

 (SEAL)  
Mary J. Manspeaker

Mary J. Manspeaker

ATTEST:

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

Donna Kay Spuckler  
City Clerk

Emily Keller (SEAL)  
Emily Keller, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of March, 2021, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Richard L. Manspeaker and Mary J. Manspeaker, husband and wife, who made oath in due form of law that they freely and voluntarily executed the foregoing easement for the purposes therein set forth and that the consideration recited therein is true and bona fide.

WITNESS my hand and Official Notarial Seal.

Donna Kay Spuckler  
Notary Public

My Commission expires: December 8, 2022

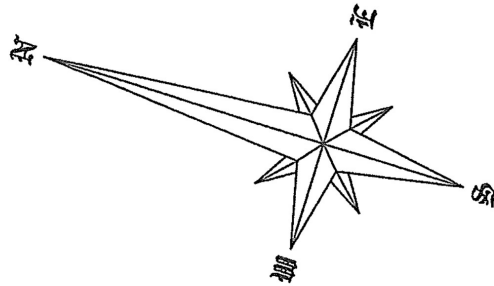
STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of March, 2021, before me, a Notary Public in and for the State and County aforesaid, personally appeared Emily Keller, Mayor of the City of Hagerstown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act and deed on behalf of the Mayor and Council of the City of Hagerstown, Maryland, and did certify that he is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

Donna Kay Spuckler  
Notary Public

My Commission expires: December 8, 2022



**MARSHALL STREET**

PROPOSED CURB & GUTTER

PROP. 5' S/W  
 PROPOSED SIDEWALK EASEMENT  
 300.49 S.F.  
 0.06898 Ac.

OPEN SPACE 3  
 (FOREST CONSERVATION EASEMENT AREA)

RICHARD L. & MARY J. MANSPEAKER  
 T.M. 302 P. 1113 & 1114  
 L. 594 F. 132 &  
 L. 805 F. 1035

OPEN SPACE 3  
 (FOREST CONSERVATION EASEMENT AREA)

H:\19\190989 Marshall Street Subdivision\Survey\Record Plats\Easement Plat\01-PF-190989 MARSHALL STY EASEMENT.dwg Feb 04, 2021 - 2:51pm User: hultirman

LOT 37

LOT 36

LOT 35

LOT 34

N/F  
 ADRIAN I. WOLFE, TRUSTEE  
 ADRIAN I. WOLFE LIVING TRUST  
 T.M. 302 P. 1115  
 L. 4376 F. 139

**SIDEWALK EASEMENT PLAT**  
 ACROSS LANDS OF

**RICHARD L. & MARY J. MANSPEAKER**  
 L. 805 F. 1035

WASHINGTON COUNTY, MD

SHEET No. 1 OF 2

DRAWN BY: R.L.B.	DATE: 2-4-21
CHECKED BY: G.E.N.	DATE: 2-4-21
SCALE: 1" = 30'	

**FOX & ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 981 MT. AETNA ROAD, HAGERSTOWN, MD. 21740  
 PHONE: (301)733-8503  
 email: foxassoc@foxassociatesinc.com

DISTRICT	25
TAX MAP No.	805
DWG. No.	A-23710

0-21-02



LINE	BEARING	DISTANCE
L1	N 75°32'45" E	4.63'
L2	S 75°32'45" W	8.41'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	100.16'	3274.80'	1°45'09"	N 17°56'52" W	100.16'	50.09'
C2	100.16'	3271.80'	1°45'15"	N 17°57'04" W	100.16'	50.09'

H:\19\500669 Marshall Street Subdivision Survey\Record Plats\Easement Plat\01-PF-MANSPEAKER SV EASEMENT.dwg Feb 04, 2021 - 2:57pm User: rbuhrman

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAN IS CORRECT, THAT IT IS PART OF THE LAND CONVEYED TO RICHARD L. & MARY J. MANSPEAKER FROM THE CITY OF HAGERSTOWN, MARYLAND BY DEED DATED DECEMBER 19, 1985 AND RECORDED IN LIBER 805, FOLIO 1035 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND. I FURTHER CERTIFY THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.



02/04/2021  
DATE

*[Signature]*  
GEORGE E. NAGEL  
PROFESSIONAL LAND SURVEYOR  
MARYLAND REGISTRATION No. 21052  
EXPIRATION/RENEW DATE: 08/24/2022

**SIDEWALK EASEMENT PLAT**  
ACROSS LANDS OF  
**RICHARD L. & MARY J. MANSPEAKER**  
L. 805 F. 1035

WASHINGTON COUNTY, MD

SHEET No. 2 OF 2

DRAWN BY: R.L.B.	DATE: 2-4-21
CHECKED BY: G.E.N.	DATE: 2-4-21
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