

DEED OF EASEMENT PUBLIC UTILITY

THIS DEED OF EASEMENT is made this _____ day of _____, 2024 by **Rowland, LLC**, a Maryland limited liability company (“Grantor”), and the **Town of Myersville**, a body of corporate and politic of the State of Maryland (“Grantee”).

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said **Rowland, LLC**, a Maryland limited liability company, does hereby grant and convey unto the **Town of Myersville**, a body corporate and politic of the State of Maryland, and its successors and assigns, the permanent public utility easements herein described for the purpose of constructing, installing, maintaining, replacing, altering and operating public utilities, including but not limited to sewer lines, and related accessory equipment (all hereinafter called "Equipment") on, over, across and under Grantors' property, which permanent easements are more particularly described on Exhibit “A”, attached hereto and made a part hereof; being part of the land which was conveyed unto Rowland, LLC, a Maryland limited liability company, by a Deed from W.L. Waters, Inc., a Maryland corporation, dated January 25, 2024 and recorded among the Land Records of Frederick County, Maryland in Liber 16772 at folio 311.

The Grantor and Grantee, for themselves, their successor and assigns, hereby covenant and agree as follows:

A. The public utilities and all Equipment shall be and remain the property of the Grantee.

B. The Grantee, and its agents, shall have the right of ingress and egress to and from the aforesaid easement areas, on and across the above-described land of the Grantor; provided however, that the Grantee shall use existing roadways where possible, and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures, curbs, gutter, pavement and structures.

C. The Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement areas deemed by Grantee to interfere with the proper and efficient use of the easements for the purposes herein named; provided, however, that the Grantee, at its own expense, shall restore, as nearly as possible, the Grantor's property to its original condition, including the backfilling of trenches, curbing and gutter, resurfacing of roadways, and reseeded of lawns and pasture areas, disturbed during original construction or future maintenance, but not the replacement of structures, trees or other obstructions. These provisions regarding the restoration, replacement and reseeded shall be applicable not only during original construction, but also during future maintenance, replacement or removal of any public utility or Equipment related thereto. The area disturbed in the storm drainage ditch within the easement areas shall be sodded as soon as all work within that area is completed.

D. The public utilities and any related Equipment shall be installed below cultivation, and the Grantors reserve the right to construct and maintain roadways over the easements and to make any use of the easements herein granted which is not deemed to be inconsistent with the rights herein conveyed, or with the use of the easements by the Grantee for the purposes named herein. Among other uses deemed to be inconsistent with the use of the easements, the Grantor shall not, within the easement areas, erect any building or other structure, make a fill which will result in more than twelve (12) feet ground cover over an existing or proposed public utility, excavate to an extent which will result in ground cover of less than four (4) feet over an existing or proposed public utility, or inundate the land with water.

WITNESS the hands and seals of the parties on the date and year first above.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Witness:

Rowland, LLC, a Maryland limited liability company

Gaithyn Roman

By: [Signature] (SEAL)
Name: Amos James Rowland
Title: Member

STATE OF Maryland, COUNTY OF Washington, TO WIT:

I HEREBY CERTIFY, that on this 9th day of May, 2024, before me, the subscriber, a Notary Public in and for the State of Maryland and County of Washington, personally appeared Amos James Rowland, Member of Rowland, LLC, a Maryland limited liability company, and acknowledged the foregoing DEED OF EASEMENT to be the act of said Rowland, LLC, a Maryland limited liability company, and at the same time, he made oath in due form of law that he is the Member of the said Rowland, LLC, a Maryland limited liability company, and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

JENNIFER L. BUHRMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 6, 2024

Jennifer L. Buhrman
NOTARY PUBLIC

My Commission expires: August 9, 2024

(Signature continues on the following page)

Witness/Attest:

Town of Myersville, a body corporate and politic of the State of Maryland

By: _____

Mark Hinkle, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, MARYLAND TO WIT:

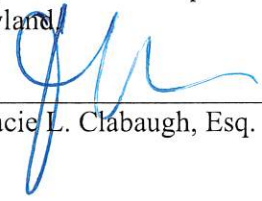
I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mark Hinkle, Mayor of the Town of Myersville, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate, and at the same time, he made oath in due form of law that he is the Mayor of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

Witness my hand and Notaries Seal.

Notary Public

My Commission Expires _____

I hereby certify that this instrument has been prepared by or under the supervision of the undersigned, an Attorney admitted to practice law in the State of Maryland.



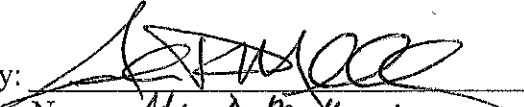
Tracie L. Clabaugh, Esq.

After recording, please return to:

Tracie L. Clabaugh, Esq.
The Clabaugh Law Firm
2 S Wisner Street
Frederick, MD 21701

The undersigned Lienholder does hereby agree and consent to this Deed of Easement and by the signature of its authorized person does hereby grant and convey the above-stated easement as legal title holder of the herein described property, and does hereby further agree that the terms contained herein shall survive and sale under its Indemnity Deed of Trust dated April 11, 2024 and recorded in Liber 16833, folio 97, one of the Land Records of Frederick County, Maryland, and Assignment of Rents dated April 11, 2024 and recorded in Liber 16833, folio 111.

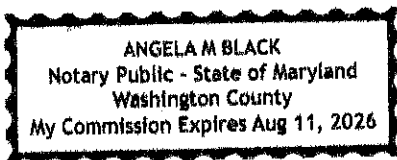
First United Bank and Trust

By: 
Name: Alan D. Mullendore
Title: Managing Director, Commercial East

STATE OF Maryland, COUNTY OF Washington

On this 9th day of May, 2024, before me, the undersigned, personally appeared Alan Mullendore, who acknowledged that s/he is the Managing Director of First United Bank and Trust, and that s/he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by her/himself as such officer.

In witness whereof, I hereunto set my hand and official seal.




Notary Public

My Commission Expires: 8/11/26