

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT**

This Deed of Easement/Maintenance Covenants and Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Rowland, LLC, a Maryland limited liability company (**Grantor**) and Town of Myersville, a body corporate and politic of the State of Maryland (**Grantee**).

WHEREAS, the Grantor is the owner of a certain tract of land located in the Town of Myersville, Frederick County, Maryland, (the "Property", as defined below) over and across which it is necessary to provide for storm drainage systems and stormwater management facilities, including but not limited to ditches, pipes, inlets, culverts and ponds (hereinafter "facilities"), for the benefit of adjacent and nearby properties, and

WHEREAS, it is necessary to provide for the future maintenance and inspection of these facilities, and

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto Frederick County, Maryland, a body corporate and politic of the State of Maryland, its successors and assigns, the following described perpetual stormwater drainage and management easement and right of way described as "STORMWATER MANAGEMENT AREA" in Exhibit "A" attached hereto, through under and across certain real property located in the Town of Myersville, Frederick County, Maryland, being part of the parcel of land which was conveyed unto Rowland, LLC, a Maryland limited liability company, from W.L. Waters, Inc., a Maryland corporation, by Deed dated January 25, 2024, and being recorded among the Land Records for Frederick County, Maryland, in Liber 16772, folio 311. To have and to hold said easement and right of way together with the rights and privileges appurtenant to their proper use and benefits forever by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, covenant and agree with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will never erect nor permit to be erected any building or structure of any nature whatsoever, nor fill nor excavate nor plant trees within said easement and right of way without the Grantee's prior written consent;

SECOND: That the Grantee, its successors and assigns, shall at all times have a right to enter the easement and right of way area for the purpose of inspecting and/or maintaining, repairing or operating the facilities within said easement and right of way, the right of entry to be along the easement area herein designated and along such other lines as the Grantee may deem necessary; provided, however, that the Grantee's right of entry does not interfere with the Grantor's use or enjoyment of the Grantor's remaining property outside of the easement area(s) described herein, for its intended purpose;

THIRD: The responsibility for the maintenance of the facilities shall be set forth in the Maintenance Covenants and Agreement attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth;

FOURTH: The Grantor further covenants and agrees that the easements, right of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its heirs, executors, administrators, successors and assignees and shall bind all present and subsequent owners of the property identified herein;

FIFTH: The Grantor covenants and agrees that all parties having an interest in the property which is subject to this deed of easement have executed this document and agreed to the terms hereof; and

SIXTH: The Grantor will warrant specially the easement and right of way and shall execute such further assurances thereof as may be requisite.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

GRANTOR

Witness:

Rowland, LLC, a Maryland limited liability company

*[Handwritten signature]*

By: *[Handwritten signature]* (SEAL)  
Name: Amos James Rowland  
Title: Member

GRANTOR

STATE OF Maryland, COUNTY OF Washington, TO WIT:

I HEREBY CERTIFY, that on this 9<sup>th</sup> 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/MAINTENANCE COVENANTS AND AGREEMENT 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

*[Handwritten signature]*  
NOTARY PUBLIC

My Commission expires: August 9, 2024

(Signature continues on the following page)

GRANTEE

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.

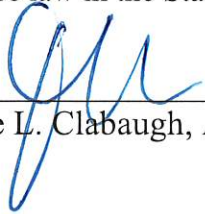
Witness my hand and Notaries Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**CERTIFICATION**

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, Attorney

## EXHIBIT B

### INSPECTION AND MAINTENANCE COVENANT AND AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

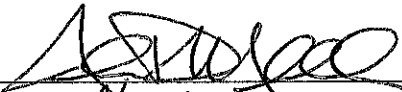
1. The Grantor, its successors, heirs and assigns covenants and agrees to provide for all the maintenance of the stormwater management facilities to ensure that the facilities are and remain in proper working condition, in accordance with the approved Final SWM Plan(s) on file with the Town of Myersville, and all applicable standards, rules, regulations and laws. The Grantor shall perform necessary grass cutting, etc., and trash removal as part of regular maintenance.
2. Unless otherwise provided, the person(s) or entity holding legal title to the particular section of property where any facility is located is responsible for maintenance of that facility. In the event a single facility is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro-rata share of any maintenance.
3. If necessary, the Grantor, its heirs and assigns shall levy regular or special assessment against all present or subsequent owners of the property served by facility to ensure that the facility is properly maintained.
4. Upon receipt of notice from the Town of Myersville of any problems or deficiencies in the stormwater management facilities, the Grantor or other responsible party will correct the problems directed by the Town of Myersville. If the requested corrections are not made within thirty days, the Town of Myersville may, at its discretion, perform all the necessary work to bring the facility into compliance with statutory requirements, and the Owner(s) of the land(s) upon which the facility is located shall be assessed for the cost of the work. If not paid within 30 days, the assessment shall create a lien on the property

and may be included in the tax bill for property on which the facilities are located and collected as taxes by the Town of Myersville.

5. The Grantor shall indemnify and save Town of Myersville harmless from any and all claims for damages to persons or property arising from the construction, maintenance and use of the facilities.
6. The Agreement and covenants contained herein shall apply to and bind the Grantor and its heirs, executors, successors and assigns, and shall bind all present and subsequent owners of the property served by the facility, and on which any facility is located.
7. The Grantor shall promptly notify the Town of Myersville if the Grantor transfers the maintenance responsibility for the facilities by providing a copy of the document of transfer signed by all parties.

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.

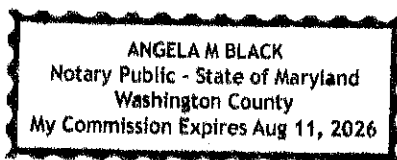
First United Bank and Trust

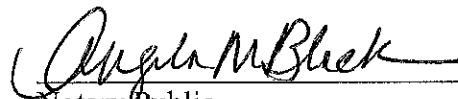
By:   
Name: Alan Mullendore  
Title: Managing Director, East Regional Commercial

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