



# Town of Emmitsburg

Mayor Donald N. Briggs

**Board of Commissioners,**  
Timothy O'Donnell, *President*  
Clifford Sweeney, *Vice President*  
T.J. Burns, *Treasurer*  
Joseph Ritz III  
Frank Davis

**Town Manager**  
Cathy Willets

**Town Clerk**  
Cathy Willets

**TOWN MEETING AGENDA PACKET  
TOWN OFFICE – 300A SOUTH SETON AVENUE  
MONDAY, JULY 11, 2022 – 7:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. FUTURE MEETINGS**

*Citizen's Advisory Committee Meeting: Tuesday, July 19, 2022 at 7:30 p.m.(Town Office)*

*Planning Commission Meeting: Monday, July 25, 2022 at 7:00 p.m.(Town Office)*

*Town Council Meeting: Monday, August 1, 2022 at 7:30 p.m.(Town Office & Zoom)*

- 4. MEETING ITEMS**

A. APPROVE MINUTES: JUNE 6, 2022

B. POLICE REPORT

C. TOWN MANAGER'S REPORT

D. TOWN PLANNER'S REPORT

E. COMMISSIONER COMMENTS

F. MAYOR'S COMMENTS

G. PUBLIC COMMENTS

H. ADMINISTRATIVE BUSINESS

- Presentation by Mount St. Mary's staff regarding a MSM Freshman Event in E. Eugene Myers Park on August 20, 2022.

I. CONSENT AGENDA

- Appointment of Kevin Hagan as a regular member of the Planning Commission with a term of July 11, 2022-July 11, 2027 for consideration.
- Appointment of \_\_\_\_\_ as an Alternate to the Board of Appeals with a term of July 11, 2022-July 11, 2025 for consideration.

J. TREASURER'S REPORT

K. PLANNING COMMISSION REPORT

L. AGENDA ITEMS (DETAILS ATTACHED)

~~1) Public hearing and consideration of proposed Ordinance 22-07, zoning text amendment application.~~

~~a. This ordinance would add "Hostel / Inn" as a permitted use in the General Commercial (B-2) zoning district. WITHDRAWN BY APPLICANT~~

2) Review and approval of the St. Joseph College and Emmitsburg High School Wayside Exhibits for consideration.

3) Approval of Resolution 2022-03R, bond reduction request for the Irishtown Road project, for consideration.

300A South Seton Avenue • Emmitsburg, Maryland 21727

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- a. This resolution will authorize a bond reduction for the Irishtown Road project from \$815,584.89 to \$125,343.10 due to public improvement items being completed and fully inspected.
- 4) Approval of Policy P22-02, update to parking fees and fines for consideration.
  - a. This policy would modernize the Town's parking meter fees, permits, and fines, which have not been reviewed since 2018. Meter bag permits and parking meter fees would gradually be increased from 01/2023 – 01/2027 in order to help fund various parking upgrades throughout the Town. An updated five-year parking plan will be presented to the Board.
- 5) Approval of Ordinance 2022-02, update to Title 10 – Parking for consideration.
  - a. This ordinance would modernize the Town's Vehicles & Traffic Code in order to allow parking meter fees, meter bag fees, and parking fines to be paid by credit card via a third party vendor. It would change the parking meter hours of operation to 8am – 8pm Monday through Saturday. Parking boots would be allowed to be utilized. Fines are moved from ordinance to policy.
- 6) Approval of Ordinance 2022-04, collection of municipal charges for consideration.
  - a. This ordinance would allow any valid charges, taxes, or assessments issued by or on behalf of the Town, in addition to real estate taxes, be charged as liens upon the real property of the debtor within the municipality. Such liens shall be able to be collected in the same manner as municipal taxes are collected.
- 7) Approval of deed of easement for the Emmitsburg East Industrial Park II for consideration.
  - a. The project's landscape, snow storage, utility, storm water management, forest conservation, sewer abandonment, and stream buffer easements will be accepted by the Town as a requirement of development. The long term forest conservation agreement will also be approved.

- M. SET AGENDA FOR NEXT MEETING: AUGUST 1, 2022
5. **SIGN APPROVED TEXT AMENDMENTS AND/OR RESOLUTIONS**
  6. **ADJOURN**

## **ZOOM MEETING ACCESS INFORMATION:**

Town of Emmitsburg is inviting you to a scheduled Zoom meeting.

Topic: Town Meeting: July 11, 2022

Time: Jul 11, 2022 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82464230607>

Meeting ID: 824 6423 0607

Passcode: 21727

One tap mobile

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Meeting ID: 824 6423 0607

Find your local number: <https://us02web.zoom.us/j/82464230607>

The town meeting will begin at 7:30 p.m. If you would like to speak during public comment or an agenda item, you must sign-up to speak BEFORE 7:30 p.m. Sign-up to speak by calling (301) 600-6300.

You can also watch the town meeting live on cable channel 99. A recording will be posted to YouTube after (@Town of Emmitsburg)

**A. APPROVE MINUTES**



**MINUTES  
TOWN MEETING  
JUNE 6, 2022  
TOWN OFFICE – 300A SOUTH SETON AVENUE**

**Present:** *Elected Officials* - Mayor Donald Briggs; Commissioners: Timothy O'Donnell, President; Clifford Sweeney, Vice President; T.J. Burns, Treasurer, Joseph Ritz III; and Frank Davis. *Staff Present* - Cathy Willets, Town Manager; Madeline Shaw, Grants Administrator and Recording Secretary; Amy Naill, Code Enforcement Officer; and Zachary Gulden, Town Planner. *Others Present* – Deputy Jason Ahalt.

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**I. Call to Order**

A quorum being present, Commissioner Timothy O'Donnell, President of the Board of Commissioners, called the June 6, 2022 town meeting to order at 7:30 p.m. Pledge of Allegiance was recited. Upcoming meetings were announced. The next town meeting will occur July 11, 2022 due to the July 4 holiday.

**Approval of Minutes**

*Motion:* Commissioner Sweeney motioned to approve the May 2, 2022 minutes as modified; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

*Motion:* Commissioner Ritz III motioned to approve the May 16, 2022 minutes as presented; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion passed.

**Police Report:**

Deputy Jason Ahalt presented the police report from May 2022 (exhibit attached). Deputy Ahalt explained crime is rising in Emmitsburg and recommended having another deputy to cover the late evening shift.

Three election candidates were present and the Board invited the candidates to introduce themselves. *William Valentine, Taneytown, Maryland* – Mr. Valentine introduced himself as a republican candidate running for the Maryland House of Delegates 2A district. He gave a brief history on himself. *Seth Wilson, Hagerstown, Maryland* – Mr. Wilson is a republican candidate running for Maryland House of Delegates 2A district. He gave a brief history on himself. *Delegate William Wivell, Smithsburg, Maryland* – Mr. Wivell is a republican candidate running for Maryland House of Delegates 2A district and is currently a state delegate. He gave a brief history on himself.

**Town Managers Report:**

Cathy Willets, Town Manager, presented the Manager's Report from April 2022 (exhibit in agenda packet).

**Town Planners Report:**

Zachary Gulden, Town Planner, presented the Planner's Report from April 2022 (exhibit in agenda packet).

**Commissioner Comments:**

- Commissioner Ritz III: He congratulated the Emmitsburg teachers and students on the completion of another school year. He would like the Town to pursue a future agenda item on water shutoff policy and reconnection fees. He proposed temporarily amending grass height requirements due to rising gasoline costs and the financial burden filling gas mowers may place on residents.
- Commissioner Davis: He thanked the property owners in Town for making their yards look nice. He is also working on getting a storybook reading trail for E. Eugene Myers Community Park.
- Commissioner Sweeney: He thanked the Town for putting up the military veteran's streetlight banners.
- Commissioner Burns: He thanked Commissioner Davis for bringing baseball back to Emmitsburg.
- Commissioner O'Donnell: He attended several meetings to include the Frederick County MML Chapter meeting and the Program Open Space meeting with Mayor Briggs. He also met with members of the community about water shutoff concerns.

### **Mayor's Comments:**

Mayor Briggs attended numerous meetings in May 2022 (meetings listed in agenda packet). He thanked the Silver Fancy Garden Club for cleaning the tree wells on West Main Street. The Town received \$84,250 in Program Open Space grant money for FY2023. He met with the Mount St. Mary's President Trainor regarding use of the Daughters of Charity property in Town for graduate students.

### **Public Comments:**

*Eric Sloane, East Main Street* – Mr. Sloane requested the Town have a five to 10-year plan to address crime and other challenges as the Town continues to grow. *Kevin Hagan Huntley Circle* – Mr. Hagan requested the Town mark restricted or no parking areas in the Brookfield and Pembroke neighborhoods.

### **Administrative Business:**

- (A). **Approval of free pool day on Community Heritage Day 2022 for consideration:** Ms. Willets presented the item. Each year the Town approves a free pool admission day in celebration of the annual Community Heritage Day festival. Town staff is requesting a free pool admission day for the public on Saturday, June 25, 2022. The Board gave unanimous consent.

### **Treasurer's Report:**

Commissioner Burns presented the report. The operating balance forward is \$7,475,839. The top 10 check amounts are listed in the agenda packet. Five of the checks are grant funded projects.

### **Planning Commission Report:**

Commissioner Ritz III presented the report. The Commission last met on May 31, 2022 where the site plan for Federal Stone and right-of-way plat for 500 East Main Street were conditionally approved. The next scheduled meeting for the Planning Commission is June 27, 2022.

## **II. Agenda Items**

Agenda #1 - Approval of Policy 2022-03, Public Information Act for proactive disclosure of public records for consideration: Ms. Willets presented the item. New State legislation requires the Town have a formal policy in place by July 1, 2022 supporting the Maryland Public Information Act (PIA) by clarifying the Town's custodian of records, expenses for records, what records are readily available to the public and response timeframe, then posting the information on the Town website. This policy formalizes the PIA procedures the Town already uses. Ms. Willets read the policy aloud. *Motion:* Commissioner Davis motioned to accept policy 2022-03 as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Agenda #2 - Accept agreement & right-of-way dedication at 500 East Main Street for consideration: Mr. Gulden presented the item. The Town would like to extend the Town's sidewalk network along Creamery Road at the property owned by Eric Sloane at 500 East Main Street. Mr. Sloan's property is a corner lot. Mr. Sloane has agreed to give the Town a right-of-way for the sidewalk in exchange for the town installing a 4-foot high fence at the edge of the property that runs along Creamery Road. *Motion:* Commissioner motioned to Burns; second by Commissioner Sweeney. Yeas – 5; Nays – 0. The motion passed.

Agenda #3 - Approval of Resolution 2022-01 (Community Legacy grant authorization) for façade for consideration: Mr. Gulden presented the item. The resolution is required to submit a grant request to the Maryland's Department of Housing and Community Development (DHCD) for the Community Legacy grant program for \$75,000.00. If approved, the grant funds would be used to continue the Town's annual façade and restoration program that provides 50% matching grants for exterior facade and other improvements in the Town's Sustainable Communities area, and the property owner pays the other 50%. *Motion:* Commissioner Ritz III motioned to approve Resolution 2022-01R as presented; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion passed.

Agenda #4 - Approval of Resolution 2022-02 (Community Legacy grant authorization) for Street Light Replacement Project for consideration: Ms. Willets presented the item. Ms. Shaw will be submitting a DHCD Community Legacy grant for \$252,500 to replace the existing streetlights along Main Street and South Seton Avenue with new dimmable LED cutoff lights. The Town plans to submit additional grant requests in the future to fund the replacement of the streetlights in the developments. The resolution is required for the DHCD grant application. *Motion:* Commissioner Sweeney motioned to approve Resolution 2022-02R as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Agenda #5 - Approval of the street sweeping bid for consideration: Agenda item postponed.

Agenda #6 - Forward proposed Ordinance 22-07, zoning text amendment application to Sections 17.04.020 – Definitions & 17.20.030 – Commercial Districts, to the Planning Commission and set public hearing for July 14, 2022 for consideration: Mr. Gulden presented the item. Pradeep Saini requested the zoning text amendment in Ordinance 22-07 that will add a definition for “hostel / inn.” *Pradeep Saini, Urbana, Maryland* – Mr. Saini explained there has been no change in the site plan or intent of the proposed building at 201 Silo Hill Parkway but a definition change is needed in the Town Code to meet loan requirements by the bank funding the project. The Board discussed modifying the proposed definition to add language requiring the lodging facility have a 24/7 monitoring desk on site. The modification was not pursued. The public hearing for the ordinance will occur on July 11, 2022, not on July 14. *Motion:* Commissioner Sweeney motioned to send Ordinance 22-07 to the Planning Commission as written; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Agenda #7 - Consideration of a sewer & water connection fee payment plan waiver application for 201 Silo Hill Parkway, Village Liquors & Plaza Inn, in the amount of \$29,484.00: Ms. Willets presented the item. The Board approved Resolution 2020-04R, which was a 5-year water and sewer connection fee payment plan that allows the Board to approve a connection fee waiver up to 10% of the total sewer and water connection fees if deemed appropriate. Pradeep and Gopi Saini, owners of the proposed Village Liquors and Plaza Inn, are requesting a 10% waiver in water and sewer connection fees, which equates to a \$29,484.00 fee reduction with total connection fees for the project costing \$294,840.00. The project consists of a liquor store and 20-unit hostel. In water connection fees, a 10% waiver is \$14,924 or 18.2 equivalent residential units (ERU) and in sewer a 10% connection fee waiver is \$14,560 or 18.2 ERUs. There is no staff opposition in approving the 10% waiver for sewer connection fees; however, there is staff concern for granting a 10% waiver for the water connection fees due to the multi-million-dollar water infrastructure projects currently needed on the water system and the lower number of water taps available. *Motion:* Commissioner Burns motioned to approve the water sewer connection fee payment plan waiver application for 201 Silo Hill Parkway in the amount of \$29,484.00 at 10%; second by Commissioner Davis. Yeas – 5; Nays – 0. The motion passed.

**Set Agenda Items for the Monday, July 11, 2022 Town Meeting:**

**Agenda Items:** (1) Public hearing and consideration of proposed Ordinance 22-07, zoning text amendment application. (2) Review and approval of the St. Joseph College and Emmitsburg High School Wayside Exhibits for consideration. (3) Approval of Resolution 2022-03R, bond reduction request for the Irishtown Road project, for consideration. (4) Approval of Policy P22-02, update to parking fees and fines for consideration. (5) Approval of Ordinance 2022-02, update to Title 10 – Parking for consideration. (6) Approval of Ordinance 2022-04, collection of municipal charges for consideration. (7) Approval of deed of easement for the Emmitsburg East Industrial Park II for consideration. **Administrative Business:** None. **Consent Items:** (I.) Appointment of Kevin Hagan as a regular member of the Planning Commission with a term of July 11, 2022 - July 11, 2027 for consideration. (II.) Appointment of \_\_\_ as an Alternate to the Board of Appeals with a term of July 11, 2022 - July 11, 2025 for consideration. *Motion:* Commissioner Sweeney motioned to approve the July 11, 2022 town meeting agenda as presented; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

**III. Sign Approved Text Amendments and/or Resolutions**

**IV. Adjournment**

With no further business, Commissioner Ritz III motioned to adjourn the June 6, 2022 town meeting at 9:45 p.m.; second by Commissioner Burns. Yeas – 5; Nays – 0. The motion passed.

Respectfully submitted,

Madeline Shaw, Recording Secretary

Minutes Approved On:

**B. POLICE REPORT:** Presentation by deputies at the meeting.

## C. TOWN MANAGER’S REPORT

### Town Manager’s Report May 2022 Prepared by Cathy Willets

#### Streets:

- Staff replaced and repaired some street signs around town.
- Staff conducted monthly street sweeping.
- Staff repaired street lights.
- Staff conducted monthly storm drain inlet cleaning.
- Staff drilled new holes and installed new concrete base to street light #35 on Zanella Dr.
- Staff mowed and weed killed the curbs in the developments.
- Staff put up new Memorial brackets and banners on East & West Main St. as well as South Seton Ave.

#### Parks:

- Staff conducted daily park checks – trash cans, cameras, dog waste stations, restrooms.
- Staff conducted monthly park maintenance – playground equipment, roads, fences, pavilions, etc.
- Staff mowed, trimmed and weed killed in parks.
- Staff cleaned and put mulch around all park entrance signs.
- Staff put new faucet in Memorial Park concession stand.
- Staff put ballfield mix on ballfields #5 and 7.
- Contractor repaired men’s entrance door to Memorial Park restroom building.
- Contractor poured section of sidewalk in front of 320 and 333 East Main St. as part of curb stop project.
- Staff put US flags on street light poles on East and West Main St. as well as South Seton Ave.

#### Water:

- Rainbow Lake is at the spillway level (16.6 feet).
- The roughing filters are being backwashed two times a day. The DE filters are getting two week runs.
- Well levels (optimum level was determined to be May 2011).

	<u>May 2011</u>	<u>May</u>	<u>Change</u>
○ Well #1:	35’	25’	+10’
○ Well #2:	8’	7’	+1’
○ Well #3:	12’	18’	-6’
○ Well #4:	108’	115	-7’
○ Well #5:	10’	OFF	N/A

- Water production and consumption. We produced an average of 211,654 GPD. We consumed an average of 229,721 GPD (finish water + MSM). The amount of Backwash Water in the month of May is ... (11.79%).
  - 39% of this water came from wells.
  - 5% of this water came from Mt. St. Mary's.
  - 56% of this water came from Rainbow Lake.

We purchased 439,850 gallons of water from MSM this month.

Wastewater:

- We treated an average of 955,000 gpd (229,721 consumed GPD) which means that 76% of the wastewater treated this month was "wild water". \*\* Received five inches of rain in three days.
- We had one spill of untreated sewage in the month of May.
  - 05/07/22 @104,000 gallons lost MH 98 & 35 MDE & FCHD notified
- We did exceed the plant's design capacity four times in the month of May.
  - 3,425,000gpd 05/06      3,508,000gpd 05/07      1,264,000gpd 05/08
- We received about 7.95" of precipitation this month (the average is 4.34"). We have a precipitation **DEFICIT of 0.46"** over the last six months. The average precipitation for the period from December 1 through May 31 is 21.51". We have received 21.05" for that period.

**Trash:** Trash pickup will remain Mondays in the month of July.

**Meetings Attended:**

- 05/02 Attended Town Meeting
- 05/02 Attended meeting with staff and Mayor re: upcoming meeting for the Frailey Farm potential development
- 05/02 Attended budget meeting with Town Accountant
- 05/03 Attended meeting with Mayor, staff, Town Attorney and potential buyers/developers re: Frailey Farm property
- 05/05 Opened street sweeping bids with Town Planner
- 05/05 Attended meeting with Town Accountant and Clerk re: budget presentation
- 05/16 Attended Town Meeting
- 05/18 Attended Department Head and Support Staff meetings
- 05/20 Conference call with Grants Administrator and USDA re: pump station
- 05/24 Attended meeting with Mayor and MSM President and staff re: various issues including potential partnership on a water project
- 05/26 Attended meeting with staff re: concession stand/bathroom project

**Noteworthy:**

- Staff pumps holding tank every 10 days at 8533 Hampton Valley Rd.
- Staff worked the yard waste dumpster twice in May.
- Staff conducted monthly equipment and fire extinguisher maintenance.
- Staff did some water meter upgrades.
- Staff completed some use and occupancy permit inspections.
- Staff replaced 4" cleanout cap at the Fire Museum.
- Staff put new fence and gate up at 104 Welty Ave.
- Staff installed new bulb in wall pack light and cleaned out rain gutters at 303 W. Lincoln Ave.
- Staff dug up and repaired some water curb boxes.
- Staff put new breakaway kit on and put #84 fire hydrant back in service in front of Dunkin Donuts after being hit.
- Rutters continues to install sewer and water lines and should be about complete. No testing has been done yet. The base of the pump station has been installed.
- Since LG Sonic was launched in early April, the lake quality has been pretty good.
- The well static levels continue to remain higher than historical data. The water quality remains constant, so at this point it seems that the water table is up.



## July 2022 Grants Administrator Report

Prepared By: Madeline Shaw, Grants Administrator

### ACTIVE GRANTS

#### **#22-1, USDA New Public Works Equipment for \$168,900 (match of \$128,500)**

- For purchase of a 4x4 work truck, backhoe loader, multi-user tractor, WWTP SCADA.
- Status - Waiting for equipment to be delivered and invoiced.

#### **#22-4, HCWHA St. Euphemia's Wayside Exhibit for \$3,547 (\$3,031 match)**

- For writing, design and fabrication of wayside exhibit on St. Euphemia's school.
- Status – Exhibit is waiting to be fabricated and should be installed in August.

#### **#22-5, GOCCP Edward J. Byrne Memorial Justice Assistance Grant (BJAG) for \$98,544 (no match)**

- For purchase/installation of 3 license plate readers & 1 surveillance camera.
- Status - Need to submit grant amendment, waiting for equipment to be delivered, installation in Sep. 2022.

#### **#22-6, POS New Bathroom/Concession Stand for \$147,980 (\$89,000 match)**

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Engineer currently working on SWM plan and topographic work.

#### **#22-7, LPPI New Bathroom/Concession Stand for \$40,000 (no match)**

- For construction of a new bathroom/concession stand combo building in Community Park.
- Status – Engineer currently working on SWM plan and topographic work.

#### **#22-9, LPPI Memorial Park Paving for \$58,000 (no match)**

- For paving and lining of Memorial Park.
- Status – waiting to schedule lining contractor, then will submit final report.

#### **#22-10, LPPI Message Centers for \$7,500 (no match)**

- For purchase of 5 bulletin boards – 3 Community Park, 1 Memorial Park, 1 Rainbow Lake.
- Status – bulletin boards installed, need to add flyers to them then submit final report.

#### **#22-11, LPPI Baseball/Softball Bleacher Replacement \$73,300 (no match)**

- For purchase/installation and concrete pads for 7 bleachers and 8 slabs.
- Status – completed but need to submit final report.

#### **USDA Creamery Road Pump Station Replacement \$863,000 grant, \$1,987,000 loan**

- For replacement of Creamery Road Pump Station with new station
- Status – waiting on USDA to approve final design

### NEWLY AWARDED GRANTS

#### **#23-1, TRIPP Historic Walking Tour and Visit Emmitsburg Website for \$9,750 (\$9,750 match)**

- For creation of a tri-fold brochure with walking tour map and creation of VisitEmmitsburg website that would include things to do in area and walking tour.
- Status – in process of signing contract with contractors for work.

#### **#23-2, TRIPP Emmitsburg Advertising for \$2,963 (\$1,481 match)**

- For advertising the Town as a destination in Celebrate Gettysburg and Montgomery Magazine.
- Status – waiting to run ads in spring/summer 2023.

#### **#23-4, CP&P Silo Hill Playground Improvements for \$146,263 (no match)**

- To replace old swing set and playground tower and install half basketball court.
- Status – waiting on Maryland Board of Public Works review/approval.

**#23-5, POS Rainbow Lake Parking Lot for \$70,000 (\$37,500 match)**

- For SWM plan and to pave a 10 to 12 space parking lot at Rainbow Lake.
- Status - waiting on Maryland Board of Public Works review/approval.

**#23-6, POS Community Park Cornhole for \$6,000 (\$2,00 match)**

- For installing two pairs of permanent concrete cornhole boards in Community Park.
- Status - waiting on Maryland Board of Public Works review/approval.

**#23-7, POS Outdoor Storybook Trail for \$8,250 (\$2,750 match)**

- For installation of 30 single pedestal exhibits that would display exchangeable storybook pages.
- Status - waiting on Maryland Board of Public Works review/approval.

**#23-8, MEA Streetlight & Outdoor Lighting Efficiency Pilot for \$27,500 (\$35,113.50 match)**

- For replacement of street lights on Main Street/South Seton with dimmable cutoff lights.
- Status – waiting to find additional funding to fund entire project est. at \$234,090.

**PENDING GRANTS (WAITING FOR ANNOUNCEMENT)**

**MWQFA Drinking Water Revolving Loan and/or Water Supply Grant for \$2,255,552**

- North Seton Avenue waterline replacement \$1,145,552
- DePaul Street waterline replacement \$1,110,000

**DHCD Operating Assistance Grant – Main Street Improvement Grant for \$10,000**

- Downtown beautification via funding of streetlight replacement on Main Street/Seton.

**DNR Local Parks and Playgrounds Infrastructure Grant – 4 Totaling \$100,000**

- Rainbow Lake Parking Lot to cover remainder of funds needed for project \$44,500
- Community Park Pavilion Improvements to rehab pavilion and replace tables \$30,500
- Memorial Park Pavilion Improvements to rehab pavilions and replace tables \$22,000
- Baseball Bat/Helmet Racks to purchase racks for remaining 3 ballfields \$3,000

**UPCOMING GRANTS (TO APPLY FOR)**

1. **DHCD Community Legacy - Emmitsburg Streetlight Improvements for \$161,476.50 due 07/13**
  - a. Downtown beautification via funding of streetlight replacement on Main Street/Seton
2. **DNR Community Parks & Playgrounds due 08/24 – project and amount TBD**
3. **GOCCP Edward J. Byrne Memorial Justice Assistance Grant, amount TBD due 09/01**
  - Purchase/installation of 3 more ALPRs to catch traffic going in both directions
4. **And other grants as funding is found**

**PARKING ENFORCEMENT REPORT  
MAY 2022**

Overtime Parking	158
Restricted Parking Zone	14
Street Sweeping	
Parked in Crosswalk	
Parked on Sidewalk/Curb	5
Parked by Fire Hydrant	
Parked Blocking Street	2
Parked Blocking Driveway	1
Failure to Park between Lines	4
Left Side Parking	4
Parked in Handicapped Space	1
48 Consecutive Hours	
Meter Money	\$1,058.27
Parking Bags	\$
Parking Permits	\$ 1620.00
Parking Ticket Money	\$ 2695.00
<b>Total:</b>	<b>\$ 5,373.27</b>

## **D. TOWN PLANNER'S REPORT**

### **Town Planner's Report**

**MAY 2022**

**Prepared by Zachary R. Gulden, MPA**

#### **1. Board of Commissioners (BOC):**

- Attended the 5/2 BOC meeting and processed pre/post meeting materials.
- Frailey Farm annexation:
  - Met with town attorney, mayor, sewer/water superintendent, public works director, and manager on 5/2 to discuss project.
  - Met with potential developer, town attorney, mayor, sewer/water superintendent, public works director, and manager on 5/3 to discuss project.
- Street sweeping bid opening on 5/5. Processed & reviewed bid documents.
- Researched areas for potential municipal parking lot. Mailed 4 letters to property owners of potential areas.
- Met with public works director, Commissioner Ritz, & citizen at Community Park on 5/9 regarding drainage issues and solutions.
- Processed a zoning text amendment application (proposed Ordinance 22-07).
- Processed a connection fee payment plan application & waiver request for 201 Silo Hill Parkway – Village Liquors & Plaza Inn.
- Updated parking plan, ordinance, & policy based on Commissioner feedback.
- Met with Mayor & Lindsay's regarding annexation/3-acre sale on 5/25.

#### **2. Grants:**

- Community Legacy:
  - Processed reimbursement request for 16-20 W Main St.
  - Started the FY23 grant application.
- Chesapeake Bay Trust:
  - Silo Hill SWM basin retrofit design & permitting grant management.
- Community Development Block Grant (ADA Ramps) management:
  - Reviewed & processed weeks 37-43 payrolls.
  - Obtained approvals from State to use excess grant money.
  - Worked with engineer on more projects.
  - Met with engineer, public works director, & contractor on 5/18 regarding extra projects.
- Researched grants for a sidewalk connection along South Seton Avenue from Cedar Avenue to the edge of the Town's boundary.

#### **3. Municipal Separate Storm Sewer System (MS4):**

- Silo Hill SWM basin retrofit & tree planting project management.
  - Tree planting event held at WWTP on 5/7.

- Received MDE comments on previous year permit report. Started processing comments.

#### **4. Code Enforcement & Permits:**

- Processed 6x zoning permit applications:
  - 4x fence.
  - 1x pool.
  - 1x shed.
- Processed 5x backflow preventer permit applications.
- Processed 1x no zoning permit required form.
- Processed 3x street cut permits.
- Processed 3x street closure permits.
- Processed 2x personal firewood harvest permits.
- New parking enforcement/permit software:
  - Attended virtual Cloud & handheld device training on 5/4 & 5/10 with parking/code enforcement officer.
- Attended court hearings on 5/3, 5/11, & 5/24 with code enforcement officer regarding E Main St property.
- Attended Welty Ave property clean-up on 5/4.
- Prepared documents for E Main St court cases.
- Continued issuing citations to E Main St property (high grass / junk).
- Responded to incident reports.

#### **5. Planning Commission (PC):**

- Rutter's, Irishtown Road (Brookfield Lots 1-19), Federal Stone, Village Liquors & Plaza Inn, & Emmitsburg East Industrial Park II project management.
- 500 East Main Street Right-of-Way Plat:
  - Processed and prepared staff memo.
- Federal Stone:
  - Issued 1x address for new lot.
  - Reviewed corrected site, landscape, & lighting plans & prepared staff memo.
  - Review corrected site, landscape, & lighting plans for Mayor/PC chair signatures.
  - Processed 6x deed of easement agreements.
- Irishtown Road (Brookfield Lots 1-19):
  - Processed a bond reduction request (Resolution 2022-03R).
- Attended a PC meeting on 5/31 & processed pre/post meeting materials.

#### **6. Miscellaneous:**

- New town sign project management.

- Finalized Sustainable Community designation renewal application & prepared for Sustainable Community Board meeting.
- Worked on completing the 2021-2022 Maryland Forestry biennial review questionnaire.
- Attended mandatory application training on 5/17 for renewal of Town's Sustainable Community designation.
- Attended a department head meeting on 5/18.
- Met with manager & grant coordinator on 5/26 regarding Sustainable Community renewal application.

#### **7. New Business / Development Updates:**

- **Brookfield 10-unit cul-de-sac** – Sketch plan submitted. Waiting for development plans for 10 single-family dwellings.
- **Christ's Community Church** – concept plan submitted to build 12,500 sq. ft. church with 98 parking spaces on Creamery Road around Quality Tire.
- **Emmit Ridge 2** - Property has sold to an investor. RJD Development & Ryan Homes working with investor to purchase. Wetlands have been found to compromise 8 proposed lots and part of proposed Irishtown Drive. Wetland mitigation will need to be approved by State of MD. 48 total lots proposed.
- **Federal Stone** – ground breaking scheduled for 2023.
- **Frailey Farm** - Property is for sale. Met with potential developer on 5/3.
- **Mason Dixon Logistics Park (Trout Property)** – concept plan submitted to staff. Commercial / industrial park.
- **MDOT/SHA Park & Ride** – Design is 15% complete. Project is on hold due to State budget cuts resulting from COVID-19. Staff working with legislators to push project forward. No activity with the town this month.
- **Ripleigh's Creamery** – Working on obtaining FC building permit.
- **Rutter's** – active construction. Expected completion is late summer of 2022.
- **Village Liquors & Plaza Inn** – Working with FC on erosion & sediment control and stormwater management permits. Also working on conditions of approval on Town site & improvement plans.
- **Warthen's Court 5-unit townhomes** – Sketch plan submitted. Developer is preparing required engineered plans for Planning Commission submittal.

**E. COMMISSIONER COMMENTS**

**F. MAYOR'S COMMENTS**

**G. PUBLIC COMMENTS**



## H. ADMINISTRATIVE BUSINESS

1. Presentation by Mount St. Mary's staff regarding a MSM Freshman Event in E. Eugene Myers Park on August 20, 2022.
  - i. 5-7 pm.
  - ii. Approximately 550 students and staff.
  - iii. Town provides trash cans and toiletries.
    - a) Bill for toiletry use after event.
  - iv. Close the park for the event from 4-8pm.
    - a) No charge for park rental or deposit.
  - v. Close pool for private event from 4:30-7pm.
    - a) Additional lifeguard for event. (Bill MSM)
    - b) Use bracelets or tickets to track number of people. (Bill MSM at the in-town rate)
    - c) Pool has 350 max capacity at any given time.
  - vi. Town will provide three additional port-a pots.
  - vii. Deputies will be present.

## **I. CONSENT AGENDA**

1. Appointment of Kevin Hagan as a regular member of the Planning Commission with a term of July 11, 2022-July 11, 2027 for consideration.
2. Appointment of \_\_\_\_\_ as an Alternate to the Board of Appeals with a term of July 11, 2022-July 11, 2025 for consideration.

**J. TREASURER REPORT**

**Top 10 Check Amounts:**

<b>TOWN OF EMMITSBURG CASH ACTIVITY as of June 28, 2022</b>				
		\$7,543,922		Cash Balance June 1, 2022
		108,583		Deposits
		<u>-408,220</u>		Withdrawals
		\$7,244,285		Operating Balance Forward
<u>Check Amount</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Date</u>	<u>Check Number</u>
\$68,246	MIM Construction, Inc.	ADA Ramps . Grant #21-4	06.08.22	43745
\$46,405	Rippeon Equipment Co.	Multi Use Vehicle . Grant #22-1	06.08.22	43760
\$22,344	RK&K	Water Clarifier . Grant Reimbursement	06.08.22	43761
\$13,425	RK&K	Rutters . Reimbursable	06.01.22	43727
\$13,149	Powell, LLC	Professional Services	06.08.22	43755
\$12,247	UGI Energy Services, LLC	Apr 22 Solar #1	06.08.22	43766
\$12,148	Alam B Roofing & Home Improvement	303 West Lincoln Ave. Roofing Job . 50% Payment	06.08.22	43734
\$11,327	Display Sales	Decorations	06.08.22	43738
\$11,038	RK&K	Rutters . Reimbursable	06.22.22	43807
\$10,992	RSV Pools, Inc.	Jun 22 Swimming Pool Mgmt	06.22.22	43809
<i>Ck dates 06.01.22 to 06.28.22</i>				

**K. PLANNING COMMISSION REPORT:** Presentation at the meeting.

**L. AGENDA ITEMS:**

AGENDA ITEM# 1: ~~Public hearing and consideration of proposed Ordinance 22-07, zoning text amendment application.~~

- ~~i. This ordinance would add “Hostel / Inn” as a permitted use in the General Commercial (B-2) zoning district.~~

WITHDRAWN BY APPLICANT

**AGENDA ITEM #2:**                    **Review and approval of the St. Joseph College and Emmitsburg High School Wayside Exhibits for consideration.**

## Agenda Item #2

### Emmitsburg High School Exhibit Background:

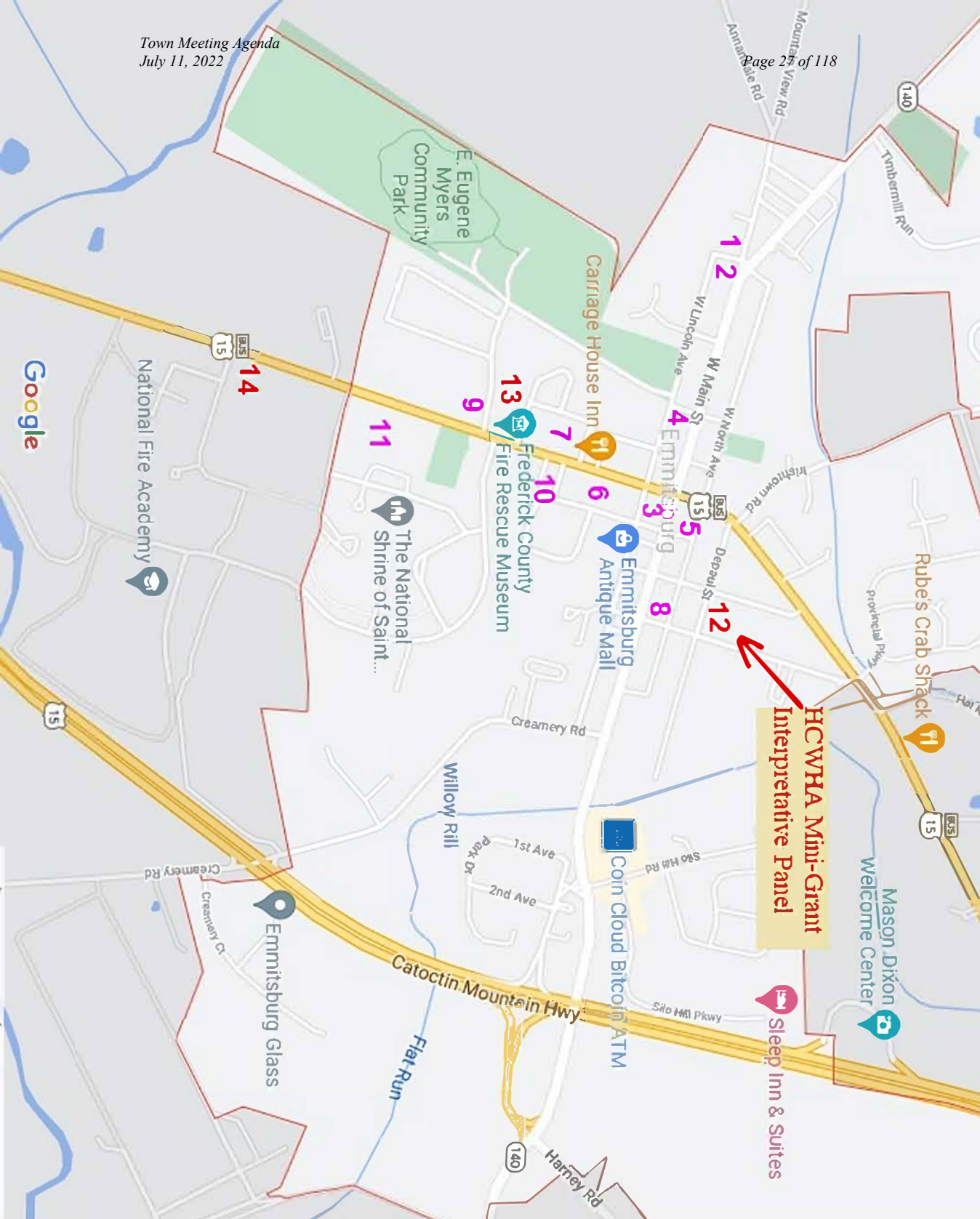
- This wayside exhibit will be #13 in the Town's future historic walking tour (12 signs already exist and are installed throughout Town).
- *Placement* - The exhibit will be placed in front of Emmitsburg Community Center, where the high school once existed.
- *History* - This building was the local high school for nearly 46-years before Catoctin High School was built. Alumni will be celebrating the 100-year anniversary since its founding on Sep. 17, 2022

### St. Joseph's Academy Exhibit Background:

- This wayside exhibit will be #14 in the Town's future historic walking tour (12 signs already exist and are installed throughout Town). This is the last exhibit the Town is planning to create.
- *Placement* - The exhibit will be placed along the existing sidewalk outside of National Emergency Training Center to draw in students as they walk to/from Town. An agreement with NETC has already been signed.
- *History* - Saint Joseph's College was a 4-year liberal arts college for women that existed in Emmitsburg from 1809 to 1973 when baccalaureate degrees were an uncommon and extraordinary event for women. The 2,500 college alumni still living celebrated 200 years of female education in 2009. The campus is now the National Emergency Training Center.

### Grant Timeline

File sent for fabrication	By July 15, 2022
Installation of panel by staff	By September 1, 2022
Unveiling	By September 17, 2022



## Emmitsburg Historic Walking Tour

### Interpretative Panels Already Created

(shown in pink numbers)

1. Doughboy Statue
2. Emmit House
3. Town Square
4. Vigilant Hose Company
5. Great Fire of 1863
6. Chronicle Press Newspaper
7. Carriage House Inn
8. American Long Rifle
9. "Volunteers" Glass Etching
10. Emmitsburg Railroad
11. St. Josephs House

### Proposed 2022 Interpretative Panels

(shown in red numbers)

12. St. Euphemia School & Sister House
13. Emmitsburg High School
14. Saint Joseph Academy

AGENDA ITEM #3: Approval of Resolution 2022-03R, bond reduction request for the Irishtown Road project, for consideration.

*This resolution will authorize a bond reduction for the Irishtown Road project from \$815,584.89 to \$125,343.10 due to public improvement items being completed and fully inspected.*



**A RESOLUTION  
APPROVING THE PARTIAL RELEASE OF BOND AL102580  
FOR IRISHTOWN ROAD IMPROVEMENTS**

\*\*\*\*\*

The Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, this 11<sup>th</sup> day of July 2022, hereby find that:

**WHEREAS**, R.J.D. Development Corporation contracted and agreed to furnish certain improvements to Irishtown Road pursuant to certain improvement plans and as security to ensure its proper performance of such improvements furnished a Performance Surety Bond No. AL-102580 (“Bond”) to the Town of Emmitsburg in the amount of \$709,204.25 plus a fifteen percent (15%) contingency in the amount of \$106,380.64; and

**WHEREAS**, R.J.D. Development Corporation has completed the improvements on the attached Exhibit A, items one through seventeen (1-17), twenty-one through twenty-seven (21-27), twenty-nine through thirty-one (29-31), thirty-eight (38), and forty-one (41); and

**WHEREAS**, Geotechnical Laboratories, Inc., G. Matthew Norris, and Town staff have inspected such work and found it to be in conformance with the plans; and

**WHEREAS**, the Town of Emmitsburg has determined that a partial release of the Bond is appropriate; and

**HEREBY RESOLVED, ENACTED AND ORDAINED THAT:**

- a) The improvements numbered one through seventeen (1-17), twenty-one through twenty-seven (21-27), twenty-nine through thirty-one (29-31), thirty-eight (38), and forty-one (41) are hereby APPROVED and ACCEPTED; and
- b) That a partial release of the Bond shall be GRANTED; and
- c) The Bond in the principal amount of \$815,584.89 shall be REDUCED to \$125,343.10 representing the remaining items of \$108,994.00 plus a fifteen percent contingency (15%) of \$16,349.10 of the Bond to ensure completion of all remaining improvements.

**NOW, THEREFORE, BE IT HEREBY** enacted this 11<sup>th</sup> day of July, 2022 by the Mayor and Board of Commissioners, that Resolution Number 2022 – 03R is true, correct, and duly adopted by the Mayor and Board of Commissioners of the Town of Emmitsburg.

**PASSED** this 11<sup>th</sup> day of July, 2022 by a vote of:

<b>Commissioners:</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>	<b>Abstain</b>
O'Donnell				
Sweeney				
Ritz III				
Burns				
Davis				
<b>TOTAL:</b>				

ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Cathy Willets, Town Manager

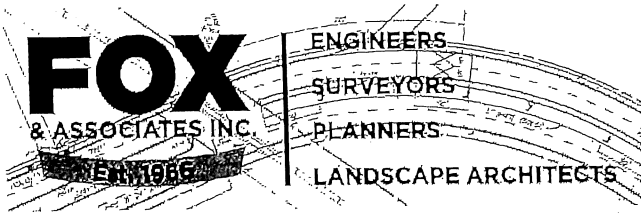
\_\_\_\_\_  
Timothy J. Donnell, President

\_\_\_\_\_ APPROVED \_\_\_\_\_ VETOED

this 11<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Donald N. Briggs, Mayor

# **EXHIBIT A**



82 Worman's Mill Ct Suite G Frederick, MD 21701  
Phone: 301-695-0880  
Fax: 301-293-6009

E-mail: foxfrederick@foxassociatesinc.com

PREPARED BY: R.Yetter  
CHECKED BY: C. Castillo  
DATE: 6/3/2021  
JOB NUMBER: 18-50891  
SHEET NUMBER: 1 OF 1

ENGINEER'S ESTIMATE - IRISHTOWN ROAD IMPROVEMENT PLANS

	ITEM	QUANTITY	UNIT	INSTALLED UNIT PRICE	TOTAL
1	8 inch DIP and Fittings	114	LF	\$ 43.00	\$ 4,902.00
2	10 inch DIP and Fittings	1730	LF	\$ 63.00	\$ 108,990.00
3	Connect To 8 inch Main	2	EA	\$ 2,800.00	\$ 5,600.00
4	Cap and Blowoff	1	EA	\$ 1,500.00	\$ 1,500.00
5	FH with Valve & 6 inch Lateral	3	EA	\$ 3,500.00	\$ 10,500.00
6	STD WHC 1" Copper	18	EA	\$ 2,000.00	\$ 36,000.00
7	Water Line Testing	1983	LF	\$ 2.00	\$ 3,966.00
8	Installed 8 inch PVC & Fittings	1660	LF	\$ 38.00	\$ 63,080.00
9	48" Manhole	3	EA	\$ 2,500.00	\$ 7,500.00
10	Drop Manhole	2	EA	\$ 3,000.00	\$ 6,000.00
11	Single Sanitary House Connection	18	EA	\$ 1,000.00	\$ 18,000.00
12	Sewer Line Testing	1660	LF	\$ 1.00	\$ 1,660.00
13	6" Dense Graded Aggregate	4085	SY	\$ 5.00	\$ 20,425.00
14	Fine Grading	4085	SY	\$ 2.00	\$ 8,170.00
15	HMA Superpave Surface (3" * 4085 SY)	12255	IN/SY	\$ 4.00	\$ 49,020.00
16	HMA Superpave Base (3" * 4085 SY)	12255	IN/SY	\$ 3.25	\$ 39,828.75
17	Milling Existing Pavement	2,265	SY	\$ 4.30	\$ 9,739.50
18	HMA Superpave Surface (1.5" * 4085 SY)	6,127	IN/SY	\$ 4.00	\$ 24,508.00
19	Driveway Apron - Single	17	EA	\$ 500.00	\$ 8,500.00
20	Concrete Sidewalk (Materials & Placement)	2233	LF	\$ 25.00	\$ 55,825.00
21	Standard Combination Curb and Gutter	1809	LF	\$ 22.00	\$ 39,798.00
22	Existing Pavement (Removal)	3496	SY	\$ 8.00	\$ 27,968.00
23	Sawcut Existing Pavement	79	LF	\$ 2.00	\$ 158.00
24	Type 'A' COG Inlet	6	EA	\$ 4,500.00	\$ 27,000.00
25	15' MD SHA COG Inlet	2	EA	\$ 4,300.00	\$ 8,600.00
26	15 inch RCP	760	LF	\$ 40.50	\$ 30,780.00
27	18 inch RCP	170	LF	\$ 60.00	\$ 10,200.00
28	As-Built Drawings	1	LS	\$ 3,000.00	\$ 3,000.00
29	City Standard Pole Base / Foundation	14	EA	\$ 2,000.00	\$ 28,000.00
30	Streetlights	14	EA	\$ 1,500.00	\$ 21,000.00
31	Remove Ex. 18 inch Culvert	60	LF	\$ 20.00	\$ 1,200.00
32	Street Tree	38	EA	\$ 271.00	\$ 10,298.00
33	ADA Ramps	4	EA	\$ 749.00	\$ 2,996.00
34	4" White Stripe	3590	LF	\$ 2.00	\$ 7,180.00
35	24" Thermoplastic Stop Bar	47	LF	\$ 15.00	\$ 705.00
36	12" Thermoplastic Crosswalk Marking	132	LF	\$ 6.00	\$ 792.00
37	4" Double Yellow Thermoplastic Marking	1795	LF	\$ 2.00	\$ 3,590.00
38	New Stop Sign	2	EA	\$ 312.50	\$ 625.00
39	New No Parking Sign	16	EA	\$ 75.00	\$ 1,200.00
40	Bike Lane Signs	4	EA	\$ 100.00	\$ 400.00
41	Remove EX Poles	1	LS	\$ 10,000.00	\$ 10,000.00

SUB-TOTAL THIS PAGE \$ 709,204.25  
15% CONTINGENCIES \$ 106,380.64  
TOTAL: \$ 815,584.89

AGENDA ITEM #4: Approval of Policy P22-02, update to parking fees and fines for consideration.

*This policy would modernize the Town's parking meter fees, permits, and fines, which have not been reviewed since 2018. Meter bag permits and parking meter fees would gradually be increased from 01/2023 – 01/2027 in order to help fund various parking upgrades throughout the Town. An updated five-year parking plan will be presented to the Board.*

### **Proposed 5-Year Parking Plan**

#### **07/01/2022 – 06/30/2023**

- Update parking code to allow parking boots, allow electronic payments via software vendor, allow payment of parking tickets/fines/permits via town website, updated meter hours, updated location of meters, etc.
- Update / modernize parking fee/fine policy.
- Parking enforcement software yearly cost - \$3,588.00
- Purchase 2x parking boots & accessories. \$2,000.00 estimated cost.
- Work with engineer to create a parking concept plan for 101 South Seton Avenue - \$2,000.00.

#### **07/01/2023 – 06/30/2024**

- Parking enforcement software yearly cost - \$3,588.00
- Purchase 130 new digital meters & poles to replace existing mechanical meters on Main Street. \$75,000.00 + installation cost.
- Purchase 29 digital meters & poles to finalize West Main Street enforcement area (Patterson Ave – Doughboy) 15 on north side & 14 on south side. \$16,000.00 estimated cost + installation cost.
- Contract with vendor to accept electronic meter payment on new meters. No cost to Town.
- Sell 303 West Lincoln Avenue. Proceeds to be used towards municipal parking lot.
- Apply for MD DHCD Strategic Demolish Fund Grant in order to purchase a property for municipal parking lot. Purchase property. Estimated cost =???

#### **07/01/2024 – 06/30/2025**

- Parking enforcement software estimated yearly cost - \$3,650.00
- Install 32 digital meters (15 doubles & 2 singles) & 17 poles at Community Pool parking lot. \$19,750.00 + installation cost.
- Engineering of municipal parking lot project - \$40,000.00 estimated cost.

#### **07/01/2025 – 06/30/2026**

- Parking enforcement software estimated yearly cost - \$3,650.00
- Construct municipal parking lot. Estimated cost = ???.

#### **07/01/2026 – 06/30/2027**

- Parking enforcement software estimated yearly cost - \$3,650.00

**TOTAL ESTIMATED COSTS = \$172,876.00 + \$??? for new municipal parking lot**

**Policy Series: 2022**  
**Policy No.: P22-02**

**TOWN OF EMMITSBURG  
 PARKING FEES & FINES**

\*\*\*\*\*

This Policy will replace previously adopted policy P18 - 03.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this policy shall take effect this 11<sup>th</sup> day of July, 2022.

As of this date and pursuant to Title 10, Section 10.12 entitled Stopping, Standing and Parking and Section 10.16 entitled Parking Meters of the Emmitsburg Municipal Code, parking rates, parking violation fines, and parking permit fees shall be as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in [~~brackets and strike out~~].

**A. All parking violations will be fined according to the following fee schedule:**

<b>Violation:</b>	<b>Fine*:</b>	<b>FINE After 20 Days*:</b>
Overtime Parking	<del>[\$10.00]</del> <b>\$15.00</b>	<del>[\$25.00]</del> <b>\$30.00</b>
Restricted Parking Zone	<del>[\$15.00]</del> <b>\$25.00</b>	<del>[\$30.00]</del> <b>\$40.00</b>
Parked in/ <b>BY</b> Crosswalk	\$25.00	<del>[\$35.00]</del> <b>\$40.00</b>
Parked on Sidewalk/Curb	\$25.00	<del>[\$35.00]</del> <b>\$40.00</b>
Parked Blocking Driveway	\$25.00	<del>[\$35.00]</del> <b>\$40.00</b>
Parked by Fire Hydrant	<del>[\$40.00]</del> <b>\$50.00</b>	<del>[\$55.00]</del> <b>\$65.00</b>
Parked Blocking Street	<del>[\$40.00]</del> <b>\$50.00</b>	<del>[\$55.00]</del> <b>\$65.00</b>
Failure to Park Between Lines	<del>[\$15.00]</del> <b>\$25.00</b>	<del>[\$30.00]</del> <b>\$40.00</b>
Left Side Parking	<del>[\$15.00]</del> <b>\$25.00</b>	<del>[\$30.00]</del> <b>\$40.00</b>
Snow Emergency Route	<del>[\$25.00]</del> <b>\$50.00</b>	<del>[\$35.00]</del> <b>\$65.00</b>
Parking for 48 Consecutive Hours	<del>[\$15.00]</del> <b>\$25.00</b>	<del>[\$30.00]</del> <b>\$40.00</b>
<b>PARKED IN HANDICAPPED SPACE</b>	<b>\$50.00</b>	<b>\$65.00</b>
<b>NON-ELECTRIC VEHICLE (EV) PARKED IN EV ONLY PARKING SPACE</b>	<b>\$25.00</b>	<b>\$40.00</b>

**\*IN ADDITION TO ANY THIRD PARTY FEES IF PAID VIA VENDOR.**

B. Parking permit and **DAILY** parking sign/**BAG METER PERMIT** charges will be according to the following fee schedule:

	Daily sign/ <b>BAG</b> Rental*	Three (3) Month Permit*	Six (6) Month Permit*
<b>PRESENT – 12/31/2022</b>	\$5.00	\$60.00	\$115.00
<b>01/01/2023 – 12/31/2024</b>	<b>\$6.00</b>	<b>\$65.00</b>	<b>\$120.00</b>
<b>01/01/2025 – 12/31/2026</b>	<b>\$9.00</b>	<b>\$70.00</b>	<b>\$125.00</b>
<b>01/01/2027 - INDEFINITELY</b>	<b>\$12.00</b>	<b>\$75.00</b>	<b>\$130.00</b>

**\*IN ADDITION TO ANY THIRD PARTY FEES IF PAID VIA VENDOR.**

**C. PARKING METER FEES:**

**PRESENT–12/31/2022:           \$0.10 FOR 24 MINUTES & \$0.25 PER HOUR**  
**01/01/2023–12/31/2024:       \$0.50 PER HOUR\***  
**01/01/2025–12/31/2026:       \$0.75 PER HOUR\***  
**01/01/2027–INDEFINITELY:   \$1.00 PER HOUR\***

**\*IN ADDITION TO ANY THIRD PARTY FEES IF PAID VIA VENDOR.**

**D. PARKING BOOT FEES:**

**BOOT REMOVAL FEE:           \$50.00\***  
**BOOT REPLACEMENT FEE:     AT COST\***

**\*IN ADDITION TO TOWING & THIRD PARTY FEES IF APPLICABLE.**

**PASSED** this 11<sup>th</sup> day of July, 2022 by a vote of:

<b>Commissioners:</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>	<b>Abstain</b>
O'Donnell				
Sweeney				
Ritz III				
Burns				
Davis				
<b>TOTAL:</b>				



ATTEST:

EMMITSBURG BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Cathy Willets, Town Manager

\_\_\_\_\_  
Timothy J. O'Donnell, President

\_\_\_\_\_ APPROVED \_\_\_\_\_ VETOED

this 11<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Donald N. Briggs, Mayor

AGENDA ITEM #5: Approval of Ordinance 2022-02, update to Title 10 – Parking for consideration.

*This ordinance would modernize the Town's Vehicles & Traffic Code in order to allow parking meter fees, meter bag fees, and parking fines to be paid by credit card via a third party vendor. It would change the parking meter hours of operation to 8am – 8pm Monday through Saturday. Parking boots would be allowed to be utilized. Fines are moved from ordinance to policy.*

**Ordinance Series: 2022**  
**Ordinance Series: 22-02**

AN ORDINANCE TO AMEND  
TITLE 10  
OF THE CODE OF EMMITSBURG  
ENTITLED  
VEHICLES AND TRAFFIC

\*\*\*\*\*

**BE IT RESOLVED, ENACTED AND ORDAINED** by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 10, Vehicles and Traffic, of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in [~~brackets and strike out~~].

Chapter 10.04 – General Provision

§10.04.010 – Definitions.

The following words and phrases when used in this chapter shall for the purpose of this chapter, have the meanings respectively ascribed to them in this section, except as hereinafter specifically provided:

{*Bus - Crosswalk unchanged*}

**“CURB” MEANS A CEMENT, CONCRETE, OR ASPHALTIC RAISED STRUCTURE DESIGNED TO DELINEATE THE EDGE OF THE ROADWAY TO SEPARATE THE VEHICULAR PORTION FROM OTHER PROPERTY WHICH MAY INCLUDE PEDESTRIAN WALKWAYS.**

{*Emergency vehicle – Vehicle unchanged*}

**CHAPTER 10.08 – VEHICLE AND TRAFFIC RULES**

**§10.08.030 – ENGINE BRAKES**

**A. FOR PURPOSES OF THIS SECTION THE TERM "ENGINE BRAKE" SHALL MEAN AN ADD-ON ENGINE COMPRESSION BRAKE FOR DIESEL ENGINES, OTHERWISE COMMONLY REFERRED TO AS A "JAKE BRAKE".**

**B. NO PERSON SHALL OPERATE A MOTOR VEHICLE EQUIPPED WITH AN ENGINE BRAKE WITHIN THE TOWN UNLESS THE ENGINE BRAKE IS CONNECTED TO A PROPERLY FUNCTIONING EXHAUST MUFFLER SYSTEM IN CONSTANT OPERATION WHEN THE VEHICLE'S IGNITION IS ENGAGED.**

**C. A VIOLATION OF THIS SECTION SHALL BE A MUNICIPAL INFRACTION PUNISHABLE BY A CITATION OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) FOR A FIRST TIME OFFENSE AND FIVE HUNDRED DOLLARS (\$500.00) FOR ALL SUBSEQUENT OFFENSES.**

Chapter 10.12 – Stopping, Standing, and Parking

§10.12.020 – [~~Inoperable unattended vehicles~~] **STATIONARY VIOLATIONS**

**IT IS UNLAWFUL TO PARK [A]Any motor vehicle ON THE PUBLIC STREETS OR PUBLIC PROPERTY** that: [~~is inoperable and is left unattended on a public street or public property for more than forty eight (48) consecutive hours~~], is not displaying currently valid registration plates; [~~or~~] is displaying registration plates of another vehicle; is disabled or inoperable; is dismantled or partially dismantled; **OR** is substantially damaged or in disrepair. [~~It shall be deemed to be an abandoned vehicle and may be taken into custody by the Town of Emmitsburg after providing the owner with adequate notification such as posting prominent notification on the vehicle and if possible a certified letter to the last owner on record with the motor vehicle administration (if the owner can be located) with return receipt requested.~~] **THE OWNER OF ANY VEHICLE IN VIOLATION OF THIS ORDINANCE MAY BE ISSUED A CITATION.**

§10.12.080 – Double parking

Double parking of passenger cars is declared to be unlawful. Double parking of commercial vehicles is permitted only where there is no available parking space at the curb in the immediate neighborhood, and then only for the purpose of loading or unloading and [~~while in action, and~~] while so engaged all such vehicles shall park or stand parallel with the curb. **THE OWNER OF ANY VEHICLE IN VIOLATION OF THIS ORDINANCE MAY BE ISSUED A CITATION.**

§10.12.090 – Two-hour parking.

It is unlawful for any person, except persons to whom parking permits **OR** parking signs have been granted to place, stand or park any motor vehicle or other conveyance for more than two hours at any time on any of the following streets:

- A. East Main Street, except where meters are installed; and
- B. West Main Street, except where meters are installed.

**THE OWNER OF ANY VEHICLE IN VIOLATION OF THIS ORDINANCE MAY BE ISSUED A CITATION.**

§10.12.101 - Reserved parking for recharging plug-in electric drive vehicles.

*{A-E unchanged}*

F. The owner of any vehicle in violation of this ordinance may be issued a citation and shall be subject to a [~~ten dollar (\$10.00)~~] fine for each day of violation. In addition, the vehicle in violation of this ordinance may be towed at the owner's expense.

§10.12.110 – Parking on public **PROPERTY** [~~streets~~].

**IT IS UNLAWFUL TO PARK ANY VEHICLE IN THE SAME LOCATION ON ANY PUBLIC STREET OR PROPERTY FOR MORE THAN FORTY-EIGHT (48) CONSECUTIVE HOURS. ANY VEHICLE PARKED ON PUBLIC STREETS OR PROPERTY FOR MORE THAN FORTY-EIGHT (48) CONSECUTIVE HOURS MAY BE ISSUED A CITATION. ANY VEHICLE IN VIOLATION OF THIS ORDINANCE SHALL BE CONSIDERED ABANDONED AND MAY BE IMMOBILIZED OR IMPOUNDED PURSUANT TO THE PROVISIONS OF CHAPTER 10.20 OF THIS TITLE.**

~~[It is unlawful to park any vehicle of any description upon the streets of the town for a period of time of forty eight (48) consecutive hours.]~~

§10.12.130 – Violations – Penalties

*{A-C unchanged}*

D. All parking citations are to be paid in full to the town at any of the following locations or in the following manners:

*{1-5 unchanged}*

**6. BY DEBIT OR CREDIT CARD ON THE TOWN WEBSITE AT WWW.EMMITSBURGMD.GOV.**

**7. BY DEBIT OR CREDIT CARD AT 301-683-5981.**

*{E unchanged}*

Chapter 10.16 – Parking Meters

§10.16.050 - Operation of meters.

A. *{unchanged}*

B. When any vehicle shall be parked in any parking meter space, the operator thereof shall upon entering the same, deposit or cause to be deposited the required coins **OR ELECTRONIC PAYMENT** as indicated on the meter. Instructions are printed on each meter. If such vehicle shall remain parked in any such parking space beyond the period of time paid for by the operator, as indicated on the meter, the parking meter shall indicate such illegal parking and in that event such vehicle shall be considered as parked overtime and beyond the period of legal parking time in violation of the provisions of this chapter.

C. Each parking meter shall be so set as to display a signal showing legal parking upon the deposit of the required coins **OR ELECTRONIC PAYMENT** as indicated on the meter, and each meter shall by its device and pointer **OR DIGITAL DISPLAY** clearly set out the periods of time allowed upon the deposit of such coins **OR ELECTRONIC PAYMENT**, and after being started it shall continue in operation from the time of depositing one of such coins **OR ELECTRONIC PAYMENT** until the expiration of the time paid for by the parker.

§10.16.110 - Duty of a police officer and/or parking enforcement officer in case of overtime parking.

- A. {*unchanged*}
- B. Each such police officer and/or parking enforcement officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this chapter, and instructing such owner or operator to report ~~[at police headquarters in the town in regard to such violation.]~~ **TO THE TOWN OFFICE OR OTHER DESIGNATED LOCATION TO PAY THE FINE OR REQUEST TO STAND TRIAL.**

§10.16.120 - Use of coins deposited **AND ELECTRONIC PAYMENT RECEIVED.**

The coins required to be deposited in parking meters **OR ELECTRONIC PAYMENT RECEIVED** as provided in this chapter are levied and assessed as fees to provide for the proper regulation and control of traffic upon the public streets, and also the cost of supervision and regulating the parking of vehicles in the parking meter zones created, and to cover the cost of the purchase, supervision, protection, inspection, installation, operation, maintenance, control and use of the parking meters described therein.

§10.16.130 – Hours ~~[spaces may be used]~~ **OF OPERATION.**

The parking meter spaces established by this chapter may be used by those desiring to occupy the same with vehicles between the hours of ~~[nine]~~ **EIGHT** a.m. to ~~[six]~~ **EIGHT** p.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday **BY THE PAYMENT OF THE FEE ESTABLISHED FROM TIME TO TIME BY POLICY, RESOLUTION, OR ORDINANCE BY THE MAYOR AND BOARD OF COMMISSIONERS.** ~~[,with]~~ Sundays, community heritage day and holidays excluded.~~[,by the payment of the fee herein provided for.]~~

§10.16.140 – Designation of zones.

Parking meter zones are established on the following streets: East and West Main Street (both sides), **AND THE COMMUNITY POOL PARKING LOT. THE COMMUNITY POOL PARKING LOT SHALL BE RESTRICTED TO POOL PATRONS FROM MAY 15 THRU SEPTEMBER 15<sup>TH</sup> FROM 12:00 PM TO 7:00 PM (POOL SEASON). PARKING FOR POOL PATRONS DURING POOL SEASON SHALL BE FREE.**

§10.16.150 – Violations-Penalties

- A. Violation of any of the sections ~~[enumerated in subsection B.]~~ of this ~~[section]~~ **CHAPTER** shall be a municipal infraction.
- B. FINES SHALL BE ESTABLISHED FROM TIME TO TIME BY POLICY, RESOLUTION, OR ORDINANCE BY THE MAYOR AND BOARD OF COMMISSIONERS.**

~~[B. The following fines shall be assessed against the operators and/or owners of automobiles who violate certain provisions of this chapter as follows:~~

- ~~1. Failure to park between lines in violation of Section 10.16.030: fifteen dollars (\$15.00); every twenty four (24) hours in violation of this section counts as a separate offense and may be fined accordingly;~~

- ~~2. Overtime parking in violation of Section 10.16.090: ten dollars (\$10.00); according to the parking citation policy P18-03; every two hours in violation of this section counts as a separate offense and may be fined accordingly.~~
- ~~C. In the event that any fines set forth in subsection B. of this section shall not be paid within twenty (20) days from the date a citation is issued, the amount of the fine shall be increased to the following amount:~~
- ~~1. Failure to park between lines in violation of Section 10.16.030: thirty dollars (\$30.00); according to the parking citation policy P18-03;~~
  - ~~2. Overtime parking in violation of Section 10.16.030: twenty five dollars (\$25.00); according to the parking citation policy P18-03.]~~

Chapter 10.20 – **IMMOBILIZING AND** Impounding of Vehicles.

§10.20.010 – Authorization.

**A.** When any vehicle is: [found]

- 1. DEEMED ABANDONED PURSUANT TO §10.12.110 OF THIS TITLE; OR**
- 2. FOUND** parked or moving at any time on any street in the town against which there are three or more unsatisfied or unpaid summonses, citations for parking violations, or any other legal processes, and when at least thirty (30) days have elapsed since the issuance of the third unsatisfied summons, citation for parking violation[s] or any other legal process;

the police officer, or parking enforcement officer assigned to enforce this chapter, is authorized and empowered to **IMMOBILIZE THE VEHICLE WITH A TIRE LOCKING DEVICE (BOOT), AND/OR** remove or cause to be removed said vehicle, either by towing, conveying, or in any other manner, and impound same in a place designated by the mayor or town manager, or as may be set forth in other provisions of this chapter.

**B. IT SHALL BE UNLAWFUL AND A VIOLATION OF THE PROVISIONS OF THIS CHAPTER FOR ANY PERSON TO DEFACE, INJURE, TAMPER WITH, OPEN OR WILLFULLY BREAK, DESTROY OR IMPAIR THE USEFULNESS OF ANY IMMOBILIZATION DEVICE EMPLACED OR INSTALLED UNDER THE PROVISIONS OF THIS CHAPTER. OFFENDERS SHALL BE SUBJECT TO A ONE HUNDRED DOLLAR (\$100.00) FINE AND THE COST TO REPLACE THE DEVICE.**

§10.20.020 – Responsibility of owner.

The registered owner of a vehicle **IMMOBILIZED OR IMPOUNDED PURSUANT TO THIS CHAPTER** [~~having against it three or more violations as set forth herein shall be presumed to be the driver and owner of the vehicle~~] at the time the summons, citation for parking violation or any other legal process was issued and shall be severally] **BOOTED OR IMPOUNDED** responsible for the offenses and the costs of the **BOOT AND/OR** impoundment, except [where] **WHEN** the [use of the] vehicle was **PREVIOUSLY REPORTED AS STOLEN** [~~obtained by the operator without the owner's consent~~].

§10.20.030 - Notice.

- A. WHEN A VEHICLE IS BOOTED, NOTIFICATION OF THE ACTION SHALL BE PLAINLY DISPLAYED ON THE DRIVER'S SIDE WINDSHIELD OR SIDE WINDOW. THE NOTICE SHALL INCLUDE THE FOLLOWING INFORMATION:**
- 1. NOTICE THAT THE OWNER OR PERSON ENTITLED TO POSSESSION SHALL HAVE THE RIGHT TO CONTEST THE BOOT PURSUANT TO SECTION 10.20.050 OF THIS CHAPTER.**
  - 2. NOTICE THAT THE OWNER OR PERSON ENTITLED TO POSSESSION SHALL HAVE THE RIGHT TO HAVE THE BOOT REMOVED IMMEDIATELY BY WAIVING ITS RIGHT TO HEARING IN WRITING AND PAYING ALL OUTSTANDING FEES, FINES, PENALTIES, AND CHARGES, INCLUDING A PARKING BOOT FEE, AT THE TOWN OFFICE PURSUANT TO SECTION 10.20.040.**
  - 3. NOTICE THAT IF THE OWNER OR PERSON ENTITLED TO POSSESSION DOES NOT CONTEST THE BOOT OR PAY ALL OUTSTANDING FEES, FINES, PENALTIES, AND CHARGES WITHIN FORTY-EIGHT (48) HOURS OF THE POSTING OF THE NOTICE THAT THE VEHICLE MAY BE IMPOUNDED.**
- B. Whenever a vehicle has been impounded pursuant to the provisions of this chapter, notice of the removal and storage of said vehicle shall be mailed within twenty-four (24) hours by registered or certified mail to the last registered owner of the vehicle and each secured party as shown on the records of the Motor Vehicle Administration. The notice shall contain at least the following information:**
- 1. {unchanged}*
  - 2. {unchanged}*
  - 3. Notice that the owner or secured party HAS THE RIGHT TO CONTEST THE IMPOUNDMENT OF THE VEHICLE PURSUANT TO SECTION 10.20.050 OR MAY RECOVER THE VEHICLE REMOVED IMMEDIATELY BY WAIVING ITS RIGHT TO HEARING IN WRITING AND PAYING ALL OUTSTANDING FEES, FINES, PENALTIES, AND CHARGES, INCLUDING A PARKING BOOT FEE, AT THE TOWN OFFICE PURSUANT TO SECTION 10.20.040.**  
~~[may recover his vehicle within thirty (30) days from the date of the notice, upon payment of all FEES, fines, penalties and charges of towing, preservation and storage resulting from the impoundment of the vehicle];~~
  - 4. Notice that the failure of the owner or secured party to exercise [his] ITS right TO CONTEST THE IMPOUNDMENT OR TO PAY ALL OUTSTANDING FEES, FINES, PENALTIES AND CHARGES WITHIN THIRTY (30) DAYS FROM THE DATE OF THE NOTICE [in the time provided] shall be considered a waiver of all right, title, and interest in the vehicle, and be considered a consent to the sale of the vehicle at public auction.**

§10.20.040 - Release of **BOOTED AND/OR** impounded vehicles prior to hearing or trial.

- A. Vehicles BOOTED AND/OR** impounded pursuant to this chapter will be released to their lawful owner (or person entitled to possession) upon a showing of adequate evidence of a right to its



possession, **WRITTEN NOTICE FROM THE OWNER OR PERSON ENTITLED TO POSSESSION WAIVING ITS RIGHT TO CONTEST THE BOOT OR IMPOUNDMENT AT A HEARING OR IN DISTRICT COURT** and upon payment of all accrued **FEES**, fines, and costs for each outstanding unsatisfied summons, citation for parking violation, or any other legal processes outstanding against said vehicle, **AND ALL CHARGES FOR TOWING, PERSERVATION AND STORAGE RESULTING FROM BOOTING OR IMPOUNDING THE VEHICLE.** [~~or the depositing of same pending the outcome of said hearing and trial in the District Court of Maryland on the outstanding citations and charges. In addition, thereto, the charges for impounding, as set forth herein, shall be paid or deposited prior to said hearing.~~]

- B. IF THE OWNER OR PERSON ENTITLED TO POSSESSION WISHES TO CONTEST THE BOOT OR IMPOUNDMENT AND RELEASE THE VEHICLE PRIOR TO THE HEARING, THE OWNER OR PERSON ENTITLED TO POSSESSION MUST DEPOSIT THE CHARGES FOR THE BOOT, IMPOUNDMENT, AND ALL OTHER OUTSTANDING FEES AGAINST THE VEHICLE WITH THE TOWN.**

§10.20.050 - Hearing rights.

- A. Time. The owner shall have a right to contest the **BOOT AND/OR** impoundment of the vehicle by requesting a hearing. The request for hearing shall be granted within forty-eight (48) hours, excluding Sunday and holidays, from the time the owner files the application for hearing before the hearing officer.
- B. Hearing Officer.
1. The hearing shall be held before a hearing officer consisting of the following: mayor, one of the commissioners, [~~police department representative or~~] **AND** town manager.
  2. Procedure.
    - a. The hearing shall be held in an informal manner. The findings of the hearing officer shall be in writing. A copy of same shall be furnished to the owner. [~~as prescribed by the department of police procedure.~~]
    - b. If it is determined by the hearing officer that the vehicle should not have been **BOOTED AND/OR** impounded, the owner shall not be required to pay the **BOOT FEE**, towing, storage and preservation charges provided for under this chapter to secure the release of said vehicle. [~~If the charges were paid prior to the hearing, a refund shall be made to the owner who paid said charges in order to have the vehicle released.~~]
    - c. The decision of the hearing officer shall **ONLY RELATE TO WHETHER OR NOT THE VEHICLE WAS PROPERLY BOOTED AND/OR IMPOUNDED AND SHALL NOT DETERMINE THE VALIDITY OF** [~~not have any effect or be considered a determination of~~] **ANY** [~~the~~] outstanding unsatisfied summonses, citations or any other legal processes against the vehicle **BOOTED AND/OR** impounded.
    - d. The owner is and shall be entitled to a hearing in the district court on said charges. **THE OWNER SHALL HAVE THIRTY (30) DAYS FROM THE**

**DATE OF THE HEARING OFFICER'S DECISION TO REQUEST A HEARING IN DISTRICT COURT.**

§10.20.060 - Refund of charges upon not guilty verdict.

- A. If, following a trial in the District Court of Maryland [~~or other tribunal,~~] a not guilty verdict is entered upon any of the violations charged against the stored vehicle, notwithstanding the ruling of the hearing officer with respect to the **BOOTING AND/OR** impounding of the vehicle, all charges advanced as having accrued upon the vehicle by virtue of its **BOOTING AND/OR IMPOUNDMENT** [~~impounding~~], including the collateral advanced for the violations upon which a not guilty verdict was entered, shall be returned to the person who advanced such sums upon presentation of the official receipt issued at the time said vehicle was released.
- B. [~~It is further provided that if, as a result of the court's decision, the number of violations charged against the vehicle previously **BOOTED AND/OR** impounded is reduced to two or less, and provided no refund has previously been made, all fees and charges shall be returned to the person who advance such fees, upon presentation of the official receipt issued at the time said vehicle was released.~~]

§10.20.070 - Sale of unclaimed vehicles

- A. [~~Whenever any vehicle is impounded, pursuant to the provisions of this chapter, shall remain unclaimed by the owner, or other person legally entitled to possession thereof for a period of thirty (30) days from the date of a notice to the owner was mailed as set forth herein,~~] [t]The town **MAY** [~~shall~~] sell ANY [~~such~~] vehicle **IMPOUNDED PURSUANT TO THIS CHAPTER** at public auction in accordance with the provisions of Title 25 of the Transportation Article of the Annotated Code of Maryland **IF**:
1. **THE OWNER OR OTHER PERSON LEGALLY ENTITLED TO POSSESSION HAS NOT CONTESTED THE IMPOUNDMENT PURSUANT TO SECTION 10.20.050 OR PAID ALL CHARGES PURSUANT TO SECTION 10.20.040 WITHIN THIRTY DAYS FROM THE DATE OF THE NOTICE PROVIDED UNDER SECTION 10.20.030.D;**
  2. **THE OWNER OR OTHER PERSON LEGALLY ENTITLED TO POSSESSION HAS NOT REQUESTED A HEARING FROM THE DISTRICT COURT OR PAID ALL CHARGES PURSUANT TO SECTION 10.20.040 WITHIN THIRTY (30) DAYS OF THE DATE OF THE DECISION OF THE HEARING OFFICER PURSUANT TO SECTION 10.20.050.**
  3. **THE OWNER OR OTHER PERSON LEGALLY ENTITLED TO POSSESSION HAS NOT PAID ALL CHARGES PURSUANT TO SECTION 10.20.040 WITHIN THIRTY (30) DAYS OF THE DATE OF ANY RULING OF THE DISTRICT COURT RELATING TO THE IMPOUNDMENT.**
- B. {*unchanged*}

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of

Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this 11<sup>th</sup> day of July, 2022 by a vote of

<b>Commissioners:</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>	<b>Abstain</b>
O'Donnell				
Sweeney				
Ritz III				
Burns				
Davis				
<b>TOTAL:</b>				

ATTEST:

BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Cathy Willets, Town Manager

\_\_\_\_\_  
Timothy J. O'Donnell, President

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Cathy Willets, Town Manager  
Date:

**MAYOR**

\_\_\_\_\_ APPROVED \_\_\_\_\_ VETOED

this 11<sup>th</sup> day of July 2022.

\_\_\_\_\_  
Donald N. Briggs, Mayor

AGENDA ITEM #6: Approval of Ordinance 2022-04, collection of municipal charges for consideration.

*This ordinance would allow any valid charges, taxes, or assessments issued by or on behalf of the Town, in addition to real estate taxes, be charged as liens upon the real property of the debtor within the municipality. Such liens shall be able to be collected in the same manner as municipal taxes are collected.*

**Ordinance Series: 2022**  
**Ordinance No. 22-04**

AN ORDINANCE TO AMEND  
TITLE 1  
OF THE CODE OF EMMITSBURG  
ENTITLED  
GENERAL PROVISIONS

\*\*\*\*\*

**BE IT RESOLVED, ENACTED AND ORDAINED** by the Mayor and Board of Commissioners of the Town of Emmitsburg, Maryland, pursuant to the authority granted to them by the laws of Maryland and the Charter of the Town of Emmitsburg, that Title 1, Chapter 1.08 of the Emmitsburg Municipal Code, be amended as follows:

New language is indicated by being in **BOLD, CAPITAL LETTERS**, and deleted language is designated by being in [~~brackets and strike-out~~].

Chapter 1.08 – Enforcement.

*{1.08.010 – 1.08.080 unchanged}*

**1.08.090 - COLLECTION OF MUNICIPAL CHARGES**

- A. ANY VALID CHARGES, TAXES OR ASSESSMENTS ISSUED BY OR ON BEHALF OF THE TOWN, IN ADDITION TO REAL ESTATE TAXES, SHALL BE CHARGED AS LIENS UPON THE REAL PROPERTY OF THE DEBTOR WITHIN THE MUNICIPALITY. SUCH LIENS SHALL BE COLLECTED IN THE SAME MANNER AS MUNICIPAL TAXES ARE COLLECTED.**
- B. A "VALID CHARGE" AS PROVIDED IN PARAGRAPH 1 OF THIS SUBSECTION INCLUDES THE FOLLOWING:**
  - 1. ANY AMOUNTS DUE THE TOWN FOR THE COST OF ABATING ANY VIOLATION OF THE TOWN CODE;**
  - 2. ANY AMOUNTS DUE FOR FINES LEVIED BY ANY COURT FOR ANY VIOLATION OF THE TOWN CODE PURSUANT TO SECTION 1.08.070 ABOVE; OR**
  - 3. ANY OTHER CHARGES AGAINST THE OWNERS OF REAL PROPERTY WITHIN THE TOWN TO THE EXTENT THAT SUCH CHARGES ARE IDENTIFIED WITH OR RELATED TO SUCH REAL PROPERTY.**

**C. THIS POWER IS SUPPLEMENTAL TO AND NOT IN LIMITATION OF ANY OTHER AUTHORITY THE TOWN MAY HAVE UNDER STATE OR MUNICIPAL LAW FOR THE COLLECTION OF SUCH CHARGES.**

**D. THIS SECTION IS RETROACTIVE.**

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall take effect on the date on which the Mayor approves the Ordinance after passing by the Board of Commissioners or on the date on which the Board of Commissioners passes the Ordinance over the veto of the Mayor.

**PASSED** this 11<sup>th</sup> day of July, 2022 by a vote of

<b>Commissioners:</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>	<b>Abstain</b>
O'Donnell				
Sweeney				
Ritz III				
Burns				
Davis				
<b>TOTAL:</b>				

ATTEST:

BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Cathy Willets, Town Manager

\_\_\_\_\_  
Timothy J. O'Donnell, President

**MAYOR**

\_\_\_\_\_APPROVED \_\_\_\_\_VETOED

this 11<sup>th</sup> day of July, 2022.

I hereby certify that the foregoing Ordinance has been posted as required by Chapter 2.04 of the Emmitsburg Municipal Code.

Cathy Willets, Town Manager  
Date:

\_\_\_\_\_  
Donald N. Briggs, Mayor

AGENDA ITEM #7: Approval of deed of easement for the Emmitsburg East Industrial Park II for consideration.

*The project's landscape, snow storage, utility, storm water management, forest conservation, sewer abandonment, and stream buffer easements will be accepted by the Town as a requirement of development. The long term forest conservation agreement will also be approved.*

**EASEMENT AGREEMENT  
(UTILITY EASEMENTS)**

**THIS EASEMENT AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland (“**Town**”), and FS CREAMERY, LLC, a Maryland limited liability company (“**FS Creamery**”).

**RECITALS**

WHEREAS, FS Creamery is the owner of all of that certain real property identified as “Remainder, containing 26.8858 Ac.,” and “Combined Lots 7 & 8, containing 8.1365 Ac.” (collectively, the “**Property**”) as more particularly shown and described on that certain subdivision plat entitled “Final Plat, Combined Lots 7 & 8, Remainder, and SWM Outlot, Emmitsburg Industrial Park II,” recorded among the Land Records of Frederick County, Maryland (the “**Land Records**”) in Plat Book 107, Page 69 (the “**Subdivision Plat**”);

WHEREAS, FS Creamery’s predecessors in interest in and to the Property granted the Town certain water, sewer and utility easements over and upon portions of the Property, which easements are shown and described on a Utility Easement Plat for the Town of Emmitsburg prepared by Beavin Company, dated January 8, 1986, which is unrecorded but on file with the Town of Emmitsburg (the “**Utility Easement Plat**”), and in a Deed of Easement dated July 23, 1958 and recorded among the Land Records in Liber 603, folio 43 (the “**Deed of Easement (Sewer)**,” and together with the Utility Easement Plat, the “**Existing Utility Easements**”);

WHEREAS, in connection with FS Creamery’s development of the Property, the Town has agreed to relocate portions of the existing sewer lines, pipes, and equipment originally installed within the easement areas created by the Deed of Easement (Sewer) to new locations within the Property;

WHEREAS, the parties have agreed that the Town shall forever abandon and release unto FS Creamery, those portions of the easement areas created by the Deed of Easement (Sewer) which are



no longer intended to contain any sewer infrastructure, provided that the Town shall be permitted to maintain or replace portions of its existing fence located adjacent to the easement area to be abandoned, portions of which encroach upon the Property;

WHEREAS, the parties have further agreed that FS Creamery shall confirm, re-grant and re-convey unto the Town portions of the Existing Utility Easements, including but not limited to portions created by the unrecorded Utility Easement Plat; and,

WHEREAS, the parties are entering into this Agreement to evidence and memorialize and establish as a matter of public record the agreements reached between them.

### **AGREEMENTS**

NOW THEREFORE, THIS AGREEMENT, WITNESSETH, that for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Partial Abandonment of Existing Utility Easements over the Property.** Effective as of the date first written above, The Town does hereby release, terminate, abandon and re-convey unto FS Creamery, its successors and assigns, as if the same had never been included as a part of the easement created by the Deed of Easement (Sewer), that portion of Existing Utility Easements which is identified in cross-hatching and labeled “Existing Sewer Line Easement Per “Second Parcel L. 603 F. 43 To Be Abandoned” on **Exhibit A**, attached hereto and incorporated by reference herein, and which is located between the end of the S 69° 17’ 50” E 736.76’ easement line shown on the Subdivision Plat and the S 63° 47’57” W 90.70 lot line shown on the Subdivision Plat as adjoining certain real property conveyed to the Town by a deed dated July 23, 1958 and recorded in Liber 603, folio 43; the portion of the Existing Utility Easements abandoned hereby being the entire cross-hatched area as shown on Exhibit A; SPECIFICALLY RESERVING AND RETAINING, HOWEVER, the easements created by the Deed of Easement (Sewer) as to all of the rest, residue and remainder of the easement areas described therein which the Town has not herein or previously released.

2. **Confirmatory Grant of Utility Easements.** FS Creamery does hereby confirm, grant, convey and reconvey unto the Town of Emmitsburg, a municipal corporation of the State of Maryland, its successors and assigns, a perpetual utility easement in, over, under and upon the portions, and only those portions, of the Property identified as “Utility Easement, 39,199 S.F. or 0.8999 Ac.±” on **Exhibit A**, and more particularly described by metes and bounds description on **Exhibit B**, said exhibits being attached hereto and incorporated by reference herein (the “**Utility Easement Area**”) for the purposes of constructing, installing, maintaining, repairing, replacing, altering and operating a water and sanitary sewer system, and/or utility lines, service pipes, manholes, valves, fixtures and equipment (all hereinafter called “**Equipment**”), and the Town and FS Creamery do hereby covenant and agree, for themselves, their successors and assigns, as follows:

A. The water lines, sanitary sewer lines and/or utility lines and all Equipment, upon installation by FS Creamery and acceptance by the Town, shall be and remain the property of Town, and the Town or its successors and assigns shall be responsible for maintenance and repair of the water lines, sanitary sewer lines and/or utility lines and all Equipment.

B. The Town, and its agents, shall have the right of ingress and egress to and from the aforesaid Utility Easement Area, on and across the land of FS Creamery, provided, however, that the Town shall use existing roadways and parking areas where possible, and shall minimize damage to all pavement, landscaping, structures, lawns, and open spaces owned, built, and maintained by the Town, or its successors.

C. The Town, and its agents, shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the Utility Easement Area, deemed by the Town to interfere with the proper and efficient use of the easements for the purposes herein named, provided, however, that the Town, at its own expense, shall restore as nearly as possible the Utility Easement Area and the adjacent property of FS Creamery to its original condition, including the backfilling of excavated trenches, repair and replacement of curbs, gutters and sidewalks, full depth patching and resurfacing of roadways and parking areas, replacement of trees and landscaping, fencing and non-structural features, and proper re-seeding and/or resodding of lawns and green space areas disturbed during all future maintenance, but not the replacement of permanent structures. These provisions regarding the repair, restoration, replacement, reseeding and sodding shall be applicable

during any future maintenance, replacement or removal of any water lines, sanitary sewer lines and/or utility lines and all Equipment and any component thereof.

D. All water lines, sanitary sewer lines and/or utility lines and all Equipment within the Utility Easement Area shall be installed in accordance with the approved improvement plans, details and specifications of the Town and FS Creamery reserves the right to construct curbs, gutters, sidewalks roads, parking areas, and other similar improvements over the water lines, sanitary sewer lines and/or utility lines and all Equipment and to make any use of the Utility Easement Area herein granted not inconsistent with the rights conveyed herein or with the use of the water lines, sanitary sewer lines and/or utility lines and all Equipment by the Town for the purposes named herein. Among other uses inconsistent with such easements, the FS Creamery shall not, within the Utility Easement Area, erect any building or other structure, plant trees, make a fill which will result in more than six (6) feet of vertical cover over an existing or proposed water, sanitary sewer, or utility line or excavate to an extent which will result in vertical cover of less than three and a half (3.5) feet over an existing or proposed water, sanitary sewer, or utility line.

E. FS Creamery warrants specially the easements herein granted and established and shall execute such further assurances thereof as the Town may request.

3. **Maintenance of Encroachment.** FS Creamery acknowledges that the Town maintains fencing along the shared boundary between the Property and certain adjacent real property owned by the Town, which is identified as “Outlot A” on a plat entitled “Outlot Plat, Waybright’s Property” recorded among the Land Records in Plat Book 34, p, page 36, said property having been conveyed to the Town by a deed dated November 25, 1986 and recorded among the Land Records in Liber 1379, folio 732, and that certain portions of said fencing may encroach upon the Property. FS Creamery hereby grants unto the Town, a temporary easement for the continued maintenance of said fence including replacement of portions thereof, said temporary easement to cease, permanently terminate, and become void upon the total destruction or complete removal of the fence which encroaches upon the Property.

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

Witness/Attest:

**TOWN OF EMMITSBURG, MARYLAND,**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Donald N. Briggs,  
Mayor of the Town of Emmitsburg

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this    day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Easement Agreement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

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

Witness:

**FS CREAMERY, LLC**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer, Managing Member

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing EASEMENT AGREEMENT to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

### CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Easement Agreement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Easement Agreement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK  
STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

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

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

This instrument has been prepared by or under the supervision of an Attorney duly admitted to practice before the Court of Appeals of Maryland.

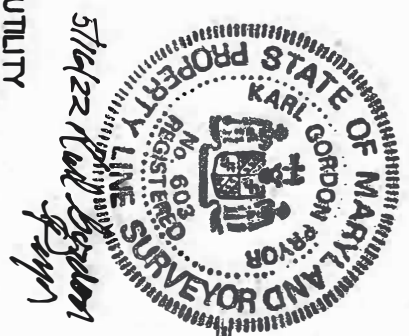
---

Lisa Lawler Graditor, Attorney

AFTER RECORDING, PLEASE RETURN TO:

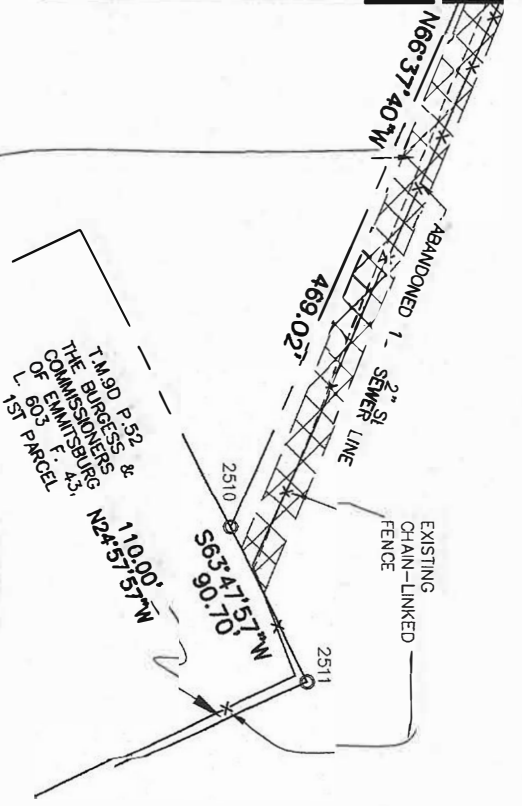
Town of Emmitsburg  
300A South Seton Avenue  
Emmitsburg, Maryland 21727

UTILITY EASEMENT "E"  
 PER  
 UTILITY EASEMENT PLAT  
 FOR  
 TOWN OF EMMITSBURG  
 AS SHOWN ON PLAT PREPARED  
 BY BEAVIN COMPANY  
 DATED 1/8/86

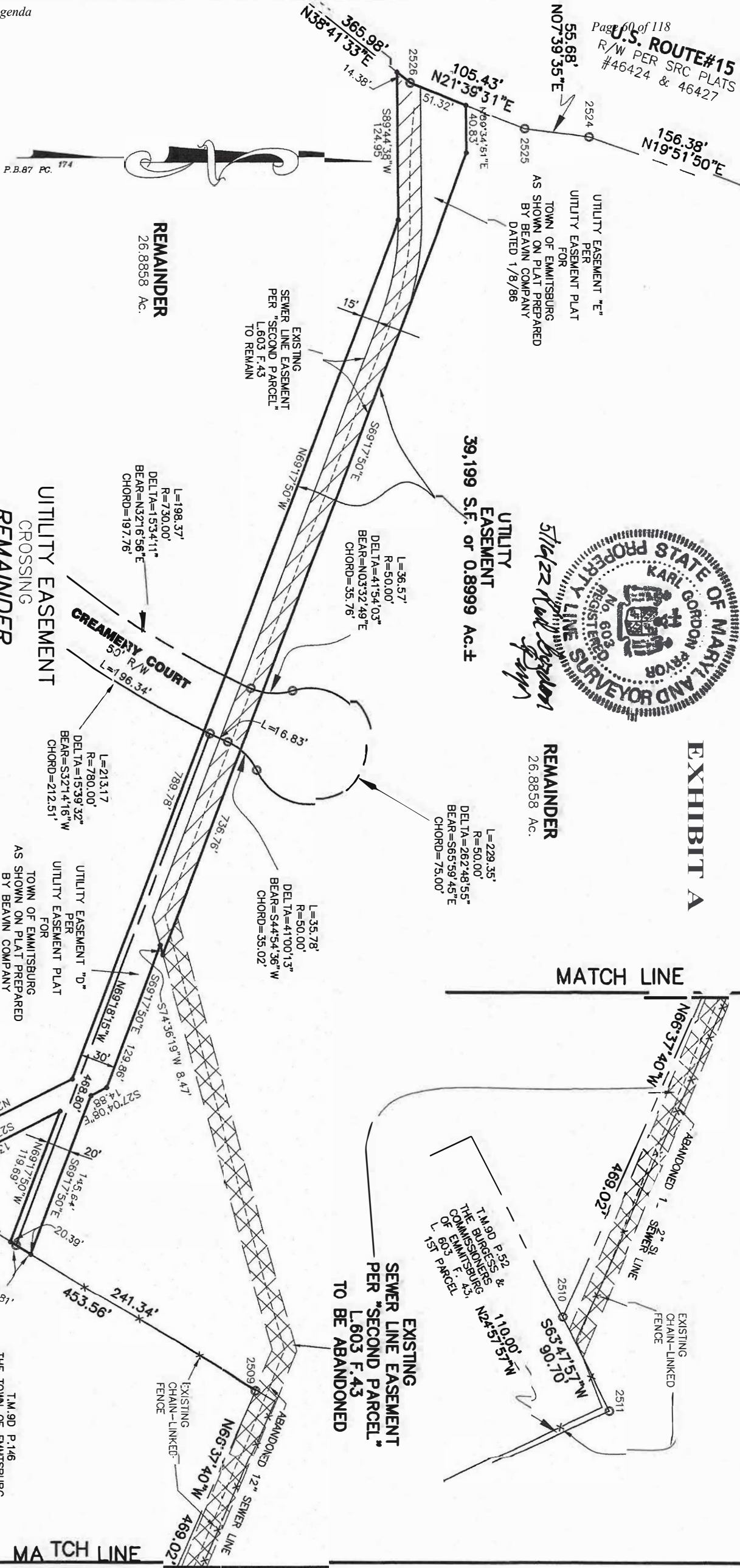


**EXHIBIT A**

MATCH LINE



EXISTING  
 SEWER LINE EASEMENT  
 PER "SECOND PARCEL"  
 L.603 F.43  
 TO BE ABANDONED



**REMAINDER**  
 26.8858 Ac.

UTILITY  
 EASEMENT  
 39,199 S.F. or 0.8999 Ac.±

**REMAINDER**  
 26.8858 Ac.

UTILITY EASEMENT  
 CROSSING  
**REMAINDER**

**EMMITSBURG INDUSTRIAL PARK II**

PREVIOUSLY RECORDED AT P.B.107 PG.69

SITUATED ALONG CREAMERY COURT

EMMITSBURG ELECTION DISTRICT No. 5

FREDERICK COUNTY, MARYLAND  
 SCALE 1"=100'  
 MARCH, 2022

**COMBINED  
 LOTS 7 & 8**  
 8.1365 Ac.

UTILITY EASEMENT "D"  
 PER  
 UTILITY EASEMENT PLAT  
 FOR  
 TOWN OF EMMITSBURG  
 AS SHOWN ON PLAT PREPARED  
 BY BEAVIN COMPANY  
 DATED 1/8/86

T.M. 9D P.146  
 THE TOWN OF EMMITSBURG  
 L.1379 F.132

OUTLOT A  
 OUTLOT PLAT  
 WAYBRIGHT'S PROPERTY  
 P.B.34 PG.36

MATCH LINE



**CATOCTIN MOUNTAIN SURVEYS, INC**

11802 RENNER ROAD  
KEYMAR, MD 21757  
PHONE: 301.447-3344

**UTILITY  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated North of Creamery Road, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point being point#2526 as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with the outlines of the Remainder parcel as shown on said plat recorded at Plat Book 107 Page 69 the following course and distance

1. N 21° 39' 31" E 51.32' to a point, thence running with and binding on, in part, the outlines of Utility Easement "E" & "D" as shown on an unrecorded easement (hence forth referred to as "Beavin Easement") plat entitled, " Utility Easement for Town of Emmitsburg" prepared by Beavin Company signed January 8, 1986 and dated January 7, 1986; also running with and binding on, in part, the outlines of an easement (hence forth referred to as "Town Easement") conveyed to The Burgess and Commissioners of Emmitsburg by deed dated July 23, 1958 and recorded in Liber 603 Folio 43 (Second Parcel); and also crossing the Remainder parcel and right-of-way dedication for Creamery Court as shown on Plat Book 107 Page 69 the six (6) following courses and distances, the first being
2. N 89° 34' 51" E 40.83' to a point, thence
3. S 69° 17' 50" E 736.76' to a point, thence
4. S 74° 36' 19" W 8.47' to a point, thence
5. S 69° 17' 50" E 129.86' to a point, thence
6. S 27° 04' 08" E 14.88' to a point, thence
7. S 69° 17' 50" E 145.64' to a point being 14.81' from the beginning of the N 69° 18' 15" W 468.80' line as shown on said plat recorded at P.B.107 Pg.69, thence running with the outlines of the said Remainder parcel and Combined Lots 7 & 8, the following course and distance
8. S 31° 45' 30" W 20.39' to a point, thence crossing Combined Lots 7 & 8 the two (2) following courses and distances, the first being
9. N 69° 17' 50" W 119.69' to a point, thence
10. S 27° 04' 08" E 137.29' to a point being 112.63' from the end of the S 31° 45' 30" W 453.56' line as shown on said plat recorded at P.B.107 Pg.69, thence running with the outlines of the said Combined Lots 7 & 8, the following course and distance

● Page 2

May 16, 2022

11. S 31° 45' 30" W 23.38' to a point, thence crossing Combined Lots 7 & 8 and right-of-way dedication for Creamery Court as shown on said plat recorded at P.B.107 Pg.69, the three (3) following courses and distances, the first being
12. N 27° 04' 08" W 171.42' to a point, thence
13. N 69° 17' 50" W 789.78' to a point, thence
14. S 89° 44' 38" W 124.95' to a point a point being S 38° 41' 33" W 14.38' from point No.2526 as shown on said plat recorded at P.B.107 Pg.69, thence running with the right-of-way line for U.S. Route#15, and the outlines of said Remainder parcel, the following course and distance
15. N 38° 41' 33" E 14.38' to the point of beginning

Containing 39,199 square feet or 0.8999 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/16/22 Karl Gordon Pryor

**FOREST CONSERVATION  
LONG TERM PROTECTIVE AGREEMENT<sup>1</sup>  
PERPETUAL RESTRICTIONS FOR REFORESTED/AFFORESTED AREAS**

This Forest Conservation Long Term Protective Agreement Perpetual Restrictions for Reforested/Afforested Areas, hereinafter referred to as “Agreement” is entered into this \_\_\_\_\_ day of \_\_\_\_\_, year 2022 and between FS CREAMERY, LLC, a Maryland limited liability company, hereinafter “Owner”, and the Town of Emmitsburg, a municipal corporation of the State of Maryland, hereinafter “Town”, and is entered into and made pursuant to Town Code Section 16.48.090.B.5. (“Town Code”).

This Agreement constitutes the long-term protective agreement specified by the Town Code, for 2.1 acres of reforestation/afforestation and forest retention areas, known as “Easement Areas”, at the project as referenced in the Final Forest Conservation Plan, Town file number 2022-01, approved on February 28, 2022, hereinafter referred to as the “Plan”, and the attached exhibit(s).

Pursuant to Town Code, Code of Maryland Regulations (COMAR) 08.19.05.02 and Section 5-1607 of the Natural Resources Article of the Annotated Code of Maryland, the Owner shall have placed restrictions upon all areas to be afforested or reforested under the Plan, such restrictions to run with the land and be in perpetuity. Such restrictions shall prohibit:

- A. Commercial or recreational activities and cutting of trees on the Easement Area(s), except for:
- passive recreational activities defined as observance of nature, aerobic exercise and sitting, that do not result in the destruction of or harm the viability of the trees in the Easement Area;
  - wildlife management with the approval of the Owner and Town; and
  - forest management and tree maintenance practices pursuant to a forest stewardship plan prepared by a licensed, registered forester, with the approval of the Owner and Town.
- B. No materials may be dumped, placed or stored in the Easement Area(s), including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery.

<sup>1</sup> \*The Town is responsible for long-term maintenance of forested areas in dedicated park or other dedicated areas to the Town for public use.

- C. No excavation of materials is permitted in the Easement Area.
- D. No building, facility, means of access or other structure shall be constructed in the Easement Area after the date of this Agreement.
- E. The Easement Area may not be divided or subdivided.

Such use restrictions have been placed on the property with deed restrictions or covenants to run with the land and have been approved by the Town. All future property owners, including but not limited to any homeowners' association, shall receive title to all such areas subject to such restrictions.

This Agreement shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors and other successors in interest.

Owner will provide and post permanent signage (at 50% of protective signage numbers) for the Forest Conservation Areas specified on the Plan.

Owner shall maintain access to all such areas of the afforestation or reforestation areas by way of covenants placed on the property, deed restrictions and/or easements. The Town shall be provided with a reasonable access to the areas of afforestation or reforestation for the purpose of inspection, or for purposes of maintenance should the Owner default.

All retained and planted forest shall be protected by restrictions contained on the record plat for the subdivision as approved by the Town, and Liber/Folio for this Agreement shall be noted on the plat. In the case of site plans, this Agreement will be recorded in the land records of Frederick County and the Liber/Folio shall be noted on the Final Site Plan.

Upon any breach of any of the terms of this Agreement, the Town shall have the right to enforce this Agreement in accordance with any or all of the remedies provided in the Town Code, and/or the Annotated Code of Maryland Natural Resources Article, Section 5-1612, and COMAR 08.19.06.03.

Reviewed for Technical Sufficiency:

By: \_\_\_\_\_  
Cathy Willets, Town Manager

Reviewed for Legal Sufficiency:

By: \_\_\_\_\_  
Leslie A. Powell, Town Counsel

Reviewed for Financial Sufficiency:

By: \_\_\_\_\_  
Julie Scott, Town Clerk

**ATTEST:**

**MAYOR, TOWN OF EMMITSBURG**

By: \_\_\_\_\_  
Cathy Willets, Town Manager

By: \_\_\_\_\_  
Donald N. Briggs, Mayor

**ATTEST:**

**FS CREAMERY, LLC,**  
a Maryland limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)  
Brandon G. Rethemeyer, Managing Member  
142 Water Street  
Thurmont MD 21788

CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Agreement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Agreement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK  
STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

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

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

CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301.447.3344

**FOREST RESOURCE CONSERVATION  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated Northeast of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at an iron pipe found at the beginning of the N 64° 40' 26" W 402.54' line as shown on a plat entitled, "Addition Plat, Emmitsburg East Industrial Park, LLC, Additions to, Emmitsburg East Industrial Park, LLC" recorded at Plat Book 87 Page 174, thence running with part of the S 23° 58' 33" W 231.00' line shown on aforesaid plat, and crossing Flat Run

1. S 23° 58' 33" W 91.19' to point, thence crossing the lands of FS Creamery, LLC recorded at Liber 15505 Folio 376 the three (3) following courses and distances, the first being
2. N 68° 30' 51" W 178.52' to a point, thence
3. N 73° 27' 54" W 166.79' to a point, thence
4. N 20° 20' 19" E 129.10' to a point on the aforesaid N 64° 40' 26" W 402.54' line, thence with said N 64° 40' 26" W 402.54' line, reversed
5. S 64° 40' 26" E 352.02' to the point of beginning

Containing 0.8500 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



2/23/22 *Karl G. Pryor*



CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD  
KEYMAR, MD 21757  
PHONE: 301-447-3344

**FOREST RESOURCE CONSERVATION  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated Northeast of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at a point being S 08° 35' 44" E 202.83' from an iron pipe found at the beginning of the N 64° 40' 26" W 402.54' line as shown on a plat entitled, "Addition Plat, Emmitsburg East Industrial Park, LLC, Additions to, Emmitsburg East Industrial Park, LLC" recorded at Plat Book 87 Page 174, thence running across the land of FS Creamery, LLC Liber 15505 Folio 376, the eleven (11) following courses and distances, the first being

1. S 63° 50' 17" E 208.00' to point, thence
2. S 43° 42' 58" E 95.52' to point, thence
3. S 45° 04' 31" W 12.19' to a point, thence
4. N 78° 54' 59" W 63.16' to a point, thence
5. N 68° 04' 22" W 77.02' to a point, thence
6. N 77° 22' 51" W 86.35' to a point, thence
7. N 84° 03' 24" W 387.04' to a point, thence
8. N 00° 15' 02" E 72.17' to a point, thence
9. N 83° 50' 54" E 84.49' to a point, thence
10. N 82° 51' 34" E 126.61' to a point, thence
11. S 79° 32' 09" E 151.15' to the point of beginning

Containing 1.2500 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



2/23/22 Karl G. Pryor



Tax ID No.: 05- 173574

NO TITLE EXAMINATION

**DEED OF EASEMENT  
(SNOW STORAGE)**

THIS DEED OF EASEMENT (SNOW STORAGE) is made this \_\_\_\_ day of \_\_\_\_\_ 2022, by FS CREAMERY, LLC, a Maryland limited liability company (“Grantor”), unto the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland (“Grantee”).

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real property shown and described as “Remainder” containing 26.8858 Ac.±,” on that certain plat entitled “Final Plat, Combined Lots 7 & 8, Remainder, and SWM Outlot, Emmitsburg Industrial Park II,” and recorded among the Land Records of Frederick County, Maryland in Plat Book 107, Page 69 (the “Property”);

**WHEREAS**, the Property abuts the roadway known as “Creamery Court,” which is a public roadway owned and maintained by Grantee; and,

**WHEREAS**, Grantee wishes to store snow removed from Creamery Court as part of Grantee’s winter maintenance over and upon a portion of Grantor’s Property, and Grantor has agreed to grant Grantee an easement to permit such snow storage, on the terms and conditions set forth hereinbelow.

**WITNESSETH**

That for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the said Grantor does hereby grant and convey unto the Town of Emmitsburg, Maryland, Grantee, that certain perpetual easement containing 201 square feet, more or less, identified as “Snow Storage Easement” on **Exhibit A** and more particularly described by metes and bounds description on **Exhibit B**, said exhibits being attached hereto and incorporated by reference herein (the “Easement Area”) for the purpose of storing snow removed by Grantee from the public roadway known as Creamery Court. The herein described Easement Area being in, through, over and across a portion of the real estate described and conveyed unto Grantor by Emmitsburg East Industrial Park, LLC, a Maryland limited liability company, by a deed dated November 16, 2021 and recorded among said Land Records in Liber 15505, folio 376, and specifically in through, over and across “Remainder” containing 26.8858 Ac.±” of Plat Book 107, Pages 69 of the land records for Frederick County, Maryland.

Grantor and Grantee for themselves, their representatives, successors and assigns, hereby further covenant and agree as follows:

a. Grantee, and its agents, shall have the right of ingress and egress to and from the Easement Area, on and across Grantor's Property; provided, however, that the Grantee shall use existing roadways and other paved areas where possible, and shall try to prevent or minimize damage to lawns, green areas, landscaping, fences, signs, amenity features, roads and other paved surfaces, and other structures.

b. The Grantor shall not construct or place any structure or building, yard light, shrub, tree, or woody plant or nursery stock, whether temporary or permanent, of any kind or nature within the Easement Area that will interfere with or obstruct the snow storage, and Grantee, and its agents, shall have the right to remove any such obstructions or facilities in the Easement Area deemed by Grantee to interfere with the proper and efficient use of the Easement Area for the purposes herein named.

c. The parties hereby expressly acknowledge and agree that the easements herein granted for snow storage are to be used only by the Grantee, and do not confer any benefit upon the public at large.

d. The Grantor reserves the right to make any use of the Easement Area not inconsistent with the rights herein conveyed or with the use of the easements herein granted by the Grantor for the purposes named herein.

e. The Grantor warrants specially the easements conveyed herein and will execute such other assurances thereof as Grantee may request.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, as of the day and year first hereinabove set forth.

*[SIGNATURES APPEAR ON FOLLOWING PAGES]*

Witness:

**FS CREAMERY, LLC**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer, Managing Member

**GRANTOR**

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing DEED OF EASEMENT to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Witness/Attest:

**TOWN OF EMMITSBURG, MARYLAND,**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Donald N. Briggs,  
Mayor of the Town of Emmitsburg

**GRANTEE**

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this    day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

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

CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Deed of Easement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Deed of Easement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK

STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

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

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

## CERTIFICATION

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

---

Lisa Lawler Graditor, Esq.

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg  
300A South Seton Avenue  
Emmitsburg, Maryland 21727



4/25/22 Karl Gordon Pryor

REMAINDER  
26.8858 Ac.

SNOW STORAGE  
EASEMENT  
201 Sq. Ft.

EXISTING  
SEWER LINE EASEMENT  
PER "SECOND PARCEL"  
L.603 F.43

REMAINDER  
26.8858 Ac.

2,230 Sq. Ft.

UTILITY EASEMENT "D"  
PER  
UTILITY EASEMENT PLAT  
FOR  
TOWN OF EMMITSBURG  
AS SHOWN ON PLAT PREPARED  
BY BEAVIN COMPANY  
DATED 1/8/86

\*\*\* INDICATES  
LANDSCAPE  
EASEMENTS

COMBINED  
LOTS 7 & 8  
8.1365 Ac.

2,175 Sq. Ft.

DETAIL  
1"=50'  
326 Sq. Ft.

576 Sq. Ft.

3/8" REBAR  
DISTURBED

LANDSCAPE & SNOW STORAGE EASEMENT  
CROSSING  
COMBINED LOTS 7 & 8, REMAINDER  
EMMITSBURG INDUSTRIAL PARK II

PREVIOUSLY RECORDED AT P.B.107 PG.69  
SITUATED ALONG CREAMERY COURT  
EMMITSBURG ELECTION DISTRICT No. 5  
FREDERICK COUNTY, MARYLAND  
SCALE 1"=100'  
MARCH, 2022

REVISED 4/25/22: ADD AREAS

CATOCTIN MOUNTAIN  
SURVEYS, INC.



**CATOCTIN MOUNTAIN SURVEYS, INC**

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301.447.3344

**SNOW STORAGE  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated North of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point on the right-of-way line for Creamery Court N 03° 15' 38" E 88.42' from the end of a curve having a radius of 50.00' and arc length of 229.35' as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with and binding on said right-of-way line with a curve to the left having a radius of 50.00 and arc length of 20.14' and a chord bearing and distance of

1. N 70° 25' 40" W 20.00' to a point, thence crossing the Remainder parcel as shown on said plat recorded at Plat Book 107 Page 69 the three (3) following courses and distances, the first being
2. N 19° 34' 20" E 10.17' to a point, thence with a curve to the right having a radius of 60.00' and arc length of 20.09' and a chord bearing and distance of
3. S 70° 25' 40" E 20.00' to a point, thence
4. S 19° 34' 20" W 10.17' to the point of beginning

Containing 201 square feet of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/9/22 Karl Gordon Prior



No Title Examination

Tax ID: 05-173574

### **RIPARIAN (STREAM) BUFFER DEED OF EASEMENT**

**THIS RIPARIAN (STREAM) BUFFER DEED OF EASEMENT (“Deed of Easement”)**, is made as of this \_\_\_\_day of\_\_\_\_\_, 2022, by and between FS CREAMERY, LLC, a Maryland limited liability company (hereinafter, the “**Grantor**”) and the **Town of Emmitsburg, Maryland**, a body corporate and politic of the State of Maryland (hereinafter, the “**Town**”).

**WHEREAS**, Grantor is the owner of certain real property shown and described as “Remainder” containing 26.8858 Ac.±,” on that certain plat entitled “Final Plat, Combined Lots 7 & 8, Remainder, and SWM Outlot, Emmitsburg Industrial Park II,” and recorded among the Land Records of Frederick County, Maryland in Plat Book 107, Page 69 (the “Property”);

WHEREAS, a stream known as Flat Run runs through, over, and on the Property;

NOW THEREFORE, 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 Grantor, does hereby grant and convey unto the Town, its successors and assigns, the following described riparian stream buffer easement being located in Emmitsburg, Maryland and more particularly described as:

All those certain perpetual stream buffer easements running along the sides of a portion of the stream known as Flat Run, which are identified as “Stream Buffer Easement, 9,526 Sq.Ft. or 0.2187 Ac.±” and “Stream Buffer Easement, 57,250 Sq. Ft. or 1.3143 Ac. ±” on **Exhibit A**, and more particularly described by metes and bounds description on **Exhibit B**, said exhibits being attached hereto and incorporated by reference herein as if fully set forth (the “**Stream Buffer Easements**”). The herein described Stream Buffer Easements being in, through, over and across a portion of the real estate described and conveyed unto Grantor by Emmitsburg East Industrial Park, LLC, a Maryland limited liability company, by a deed dated November 16, 2021 and recorded among said Land Records in Liber 15505, folio 376, and specifically in through, over and across “Remainder” containing 26.8858 Ac.±” of Plat Book 107, Pages 69 of the land records for Frederick County, Maryland.

To have and to hold the Stream Buffer Easements, together with the rights and privileges appurtenant to their proper use and benefits, forever by the Town, its successors and assigns, in accordance with the terms set forth herein, as follows:

The Town, its successors, agents, and assigns, shall at all times have a right of ingress to and egress from the Stream Buffer Easements on and across Grantor's Property; provided, however, that the Grantee shall use existing roadways and other paved areas where possible, and shall try to prevent or minimize damage to lawns, green areas, landscaping, fences, signs, amenity features, roads and other paved surfaces, and other structures.

Within the Stream Buffer Easements, the Town may create, use, open, alter, extend, widen, grade, reconstruct and improve, the land as part of a stream restoration project, including but not limited to, the removal or placement of soil and rocks, instream structures including but not limited to imbricated stabilization, and maintaining, planting or replacing vegetation including trees.

The Grantor covenants and agrees to provide for the normal routine maintenance of the grassy portions of the embankments within the Stream Buffer Easements, including but not limited to trash removal and the mowing of grass, if and as required under the provisions of the Emmitsburg Municipal Code, as the same may be amended from time to time. The Town shall be responsible for the future maintenance of all of the elements of the stream restoration projects conducted within the Stream Buffer Easements, including but not limited to all structures, trees, and landscaping materials installed by the Town, or its agents, within the Stream Buffer Easements. Grantor agrees that the Town is entitled to all MS4 credits from the Stream Buffer Easement Area.

The Grantor will never erect or permit to be erected in the Stream Buffer Easements any building or structure of any nature whatsoever, or fill, excavate or grade, or remove trees within said Stream Buffer Easements, without Grantee's prior written consent. The Grantor shall not place, store, or permit to be placed or stored, within the Stream Buffer Easements trash, garbage, rubbish, chemicals, pesticides, abandoned vehicles or machinery.

The Grantor reserves the right to make any use of the Stream Buffer Easements not inconsistent with the rights herein conveyed or with the use of the easements herein granted by the Grantor for the purposes named herein.

The Grantor covenants and agrees that the Stream Buffer Easements granted 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.

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, have the authority to execute this document, and agree to the terms hereof.

The Grantor agrees that no other easements will be imposed or placed in, on, or through the perpetual Stream Buffer Easements without the prior written consent of the Town.

The Grantor will warrant specially the Stream Buffer Easements and shall execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, as of the day and year first hereinabove set forth.

Witness:

**FS CREAMERY, LLC, GRANTOR**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer,  
Managing Member

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing DEED OF EASEMENT to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Witness/Attest:

**TOWN OF EMMITSBURG,  
MARYLAND, GRANTEE**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Deed of Easement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Deed of Easement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK  
STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## CERTIFICATION

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

---

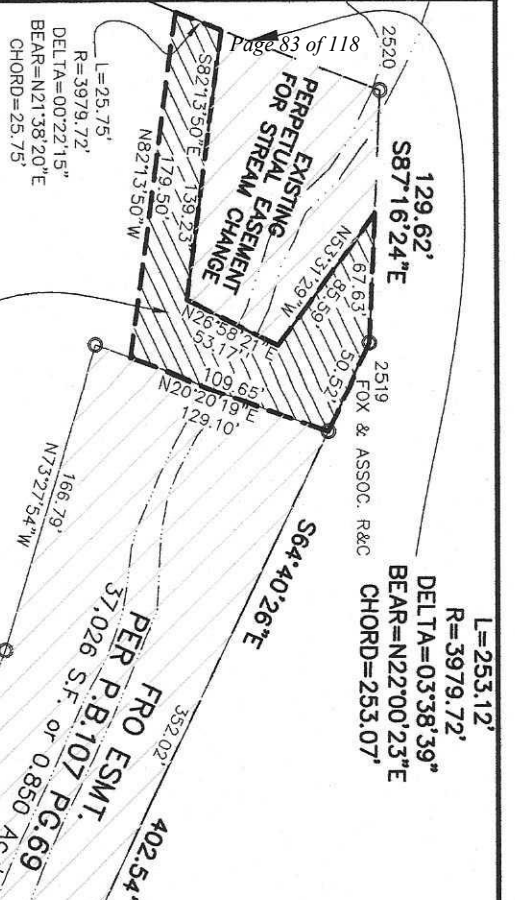
Leslie A. Powell, Esquire

AFTER RECORDING, PLEASE RETURN TO:

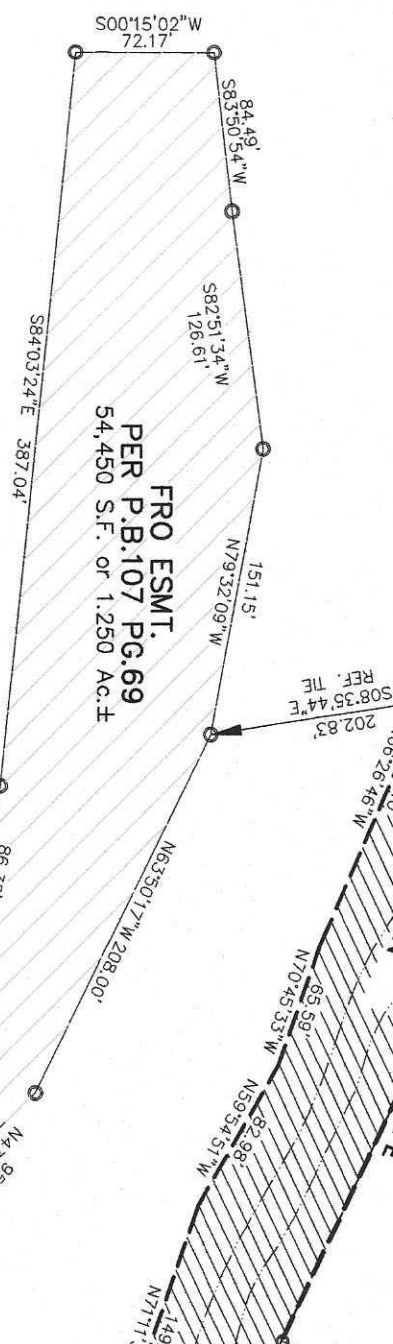
Town of Emmitsburg  
300A South Seton Avenue  
Emmitsburg, Maryland 21727

**EXHIBIT A**

T.M.9A P.8  
M & G REALTY, INC.  
L.15020 F.16  
RECORD PLAT - SECTION 3  
"EMMIT GARDENS"  
P.B.4 PG.32



**STREAM BUFFER EASEMENT**  
9,526 Sq. Ft. or 0.2187 Ac.±



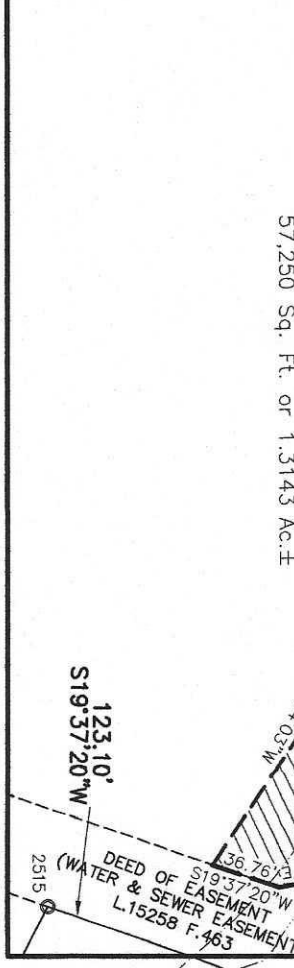
**REMAINDER**  
26,8858 Ac.

**STREAM BUFFER EASEMENT CROSSING REMAINDER**

**EMMITSBURG INDUSTRIAL PARK II**

PREVIOUSLY RECORDED AT P.B.107 PG.69  
SITUATED ALONG CREAMERY COURT  
EMMITSBURG ELECTION DISTRICT NO. 5  
FREDERICK COUNTY, MARYLAND  
SCALE 1"=100'  
MARCH, 2022

**STREAM BUFFER EASEMENT**  
57,250 Sq. Ft. or 1.3143 Ac.±



*5/5/22 Karl Gordon Pryor*

T.M.9D P.45  
STATE HIGHWAY ADMIN.  
L.9992 F.16

RECORDED 04/25/22: ADD FRO RECORDING REF. & S.F.  
FILED 05/05/22: ADD ADD AGRES

**CATOCCTIN MOUNTAIN SURVEYS, INC.**  
11802 RENNERS ROAD  
KEYMAR, MD 21757  
(301) 447-3344



**CATOCTIN MOUNTAIN SURVEYS, INC**

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

**STREAM BUFFER  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated North of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point being point#2518 as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with the outlines of the Remainder parcel as shown on said plat recorded at Plat Book 107 Page 69 the following course and distance

1. S 64° 38' 52" E 844.44' to a point, thence running with the outlines of a Deed of Easement (Water & Sewer Easement) recorded at Liber 15258 Folio 463, the two (2) following courses and distances, the first being
2. S 09° 37' 02" E 59.21' to a point, thence
3. S 19° 37' 20" W 36.76' to a point, thence thence crossing the Remainder parcel as shown on Plat Book 107 Page 69 the six (6) following courses and distances, the first being
4. N 57° 34' 03" W 181.24' to a point, thence
5. N 61° 57' 43" W 217.25' to a point, thence
6. N 71° 11' 37" W 149.11' to a point, thence
7. N 59° 54' 51" W 82.98' to a point, thence
8. N 70° 45' 33" W 65.59' to a point, thence
9. N 66° 26' 46" W 187.40' to a point on the outlines of a FRO easement as shown on Plat Book 107 page 69, thence running with said FRO easement
10. N 23° 58' 33" E 75.61' to the point of beginning

Containing 57,255 square feet or 1.3144 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/19/22 *Karl Gordon Pryor*



# CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

## STREAM BUFFER EASEMENT ACROSS THE LANDS OF FS CREAMERY, LLC LIBER 15505 FOLIO 376

Situated North of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No. 15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point being point#2519 as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with the outlines of the Remainder parcel as shown on said plat recorded at Plat Book 107 Page 69 the following course and distance

1. S 64° 40' 26" E 50.52' to a point, thence crossing the Remainder parcel the two (2) following courses and distances, the first being
2. S 20° 20' 19" W 109.65' to a point, thence
3. N 82° 13' 50" W 179.50' to a point on the right-of-way line of U.S. Route#15, thence running with said right-of-way line with a curve to the left having a radius of 3979.72' an arc length of 25.75' and a chord bearing and distance of
4. N 21° 38' 20" E 25.75' to a point, thence running with and binding on a Perpetual Easement for Stream Change as shown on SRC Plat#46427, the three (3) following courses and distances, the first being
5. S 82° 13' 50" E 139.23' to a point, thence
6. N 26° 58' 21" E 53.17' to a point, thence
7. N 53° 31' 29" W 85.59' to a point on the outline of the aforesaid Remainder parcel, thence running with said outline
8. S 87° 16' 24" E 67.63' to the point of beginning

Containing 9,526 square feet or 0.2187 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/9/22 Karl Gordon Prior

**NO TITLE SEARCH  
TAX ID: 05-604404**

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT  
(STORMWATER MANAGEMENT)**

**This Deed of Easement/Maintenance Covenants and Agreement** (the “Deed of Easement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2022 by and among, **FS CREAMERY, LLC**, a Maryland limited liability company (hereinafter referred to collectively as "Grantor"), the owners of property situated in Frederick County, Maryland, described and conveyed unto Grantor by Deed dated November 16, 2021 and recorded among the Land Records for Frederick County, Maryland in Liber 15505, folio 376, and shown on a plat recorded at Plat Book 107, Pages 69, among the Land Records of Frederick County, Maryland (the "Property"), and the **TOWN OF EMMITSBURG**, a body politic and municipal corporation of the State of Maryland (hereinafter referred to as "Grantee").

**WHEREAS**, the Grantor is the owner of the Property, as described above, located in the Town of Emmitsburg in Frederick County, Maryland, 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 rain gardens, (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

**WHEREAS**, it is necessary to provide notice to future owners of all or a portion of the Property of the existence of the Facilities on the Property.

**NOW, THEREFORE, WITNESSETH** that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Town of Emmitsburg, a body politic and municipal corporation of the State of Maryland, its successors and assigns, the following described perpetual stormwater drainage, and stormwater management easement and right of way in the area described in **Exhibit A-1** attached hereto and shown on the drawing attached hereto as **Exhibit A-2**, which exhibits are incorporated by reference herein.

TO HAVE AND TO HOLD the easement and right of way granted herein 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, covenants and agrees with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will not make or permit any modifications to the easement and right of way granted herein, including but not limited to, the erection of any building or structure of any nature whatsoever, and any work that disturbs the earth, such as grading, filling, excavating, or planting, without the Grantee's prior written consent;

SECOND: That the Grantor, its successors and assigns, shall at all times operate, maintain and repair the Facilities, at its sole cost and expense;

THIRD: That the Grantee and its agents shall have a right to enter the easement and right of way for the purpose of inspecting, maintaining, repairing and operating the Facilities within the easement and right of way, the right of entry to be within the easement and right of way herein granted 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;

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

FIFTH: The Grantor further covenants and agrees that the easement(s), right(s) of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the Property identified herein;

SIXTH: 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

SEVENTH: The Grantor warrants specially said easement and right of way and will execute such further assurances thereof as may be requisite.

EIGHTH: The Grantor agrees that the Town will receive all MS4 credit for the Facilities.

**[Signatures Appear on Following Pages]**

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT  
(GRANTOR SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

Witness:

**FS CREAMERY, LLC, GRANTOR**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer,  
Managing Member

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing DEED OF EASEMENT to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

**DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT  
(GRANTEE SIGNATURE PAGE)**

WITNESS the hands and seals of the undersigned party.

Witness/Attest:

**TOWN OF EMMITSBURG,  
MARYLAND, GRANTEE**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this    day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Deed of Easement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Deed of Easement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK  
STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## **CERTIFICATION**

I, the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland, do hereby certify that the foregoing document was prepared by me or under my supervision.

---

Leslie A. Powell



CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

**STORMWATER MANAGEMENT  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated East of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point being 11.10' from the beginning of the N 51° 28' 31" E 521.61' line as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence crossing Combined Lots 7 & 8 as shown on said plat the three (3) following courses and distances, the first being

1. N 38° 31' 29" W 76.53' to a point, thence
2. N 40° 59' 24" E 316.33' to a point, thence
3. S 40° 35' 33" E 134.19' to a point, thence running with said N 51° 28' 31" E 521.61' line, reversed
4. S 51° 28' 31" W 315.89' to the point of beginning

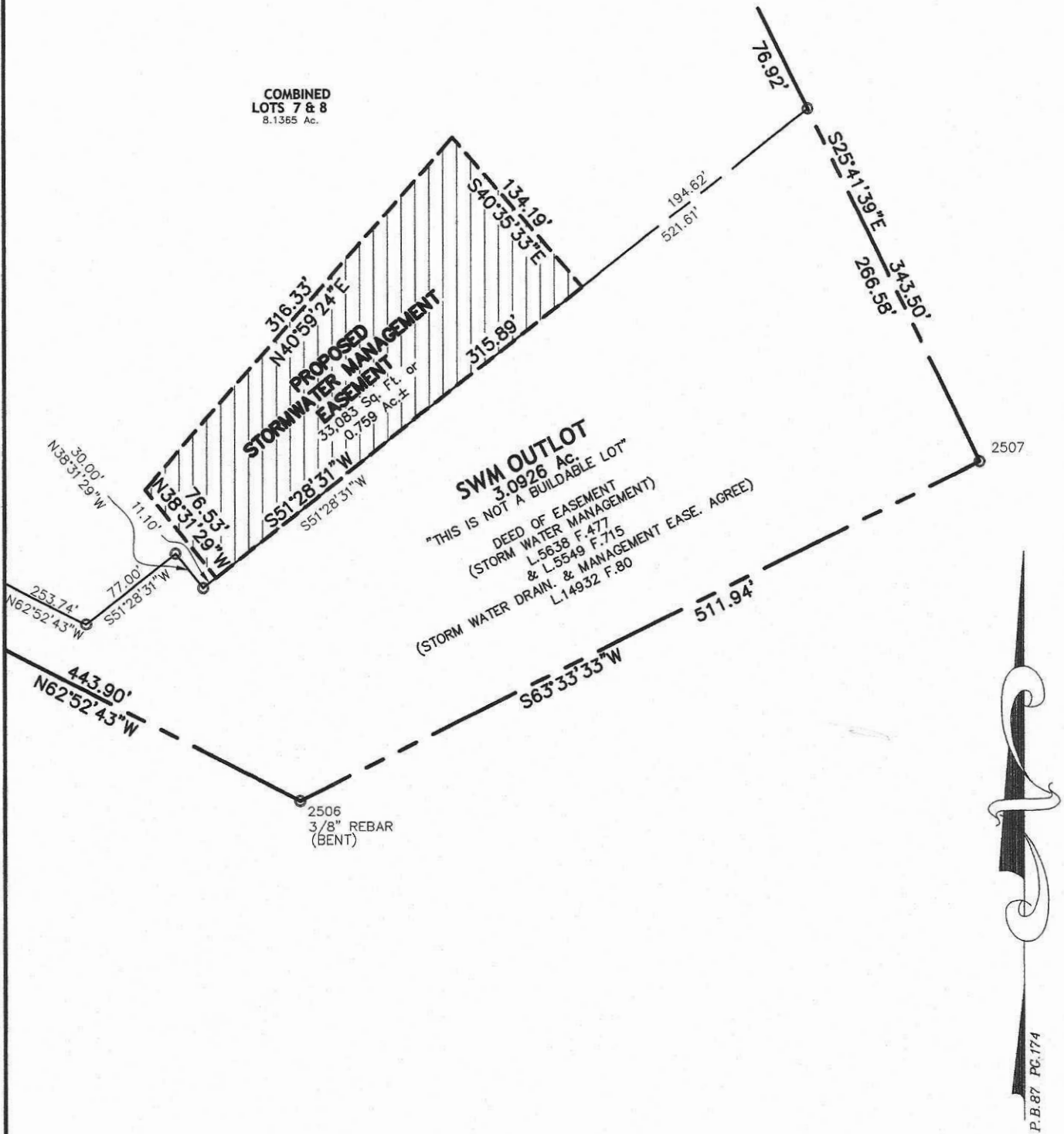
Containing 33,084 square feet or 0.759 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/9/22 Karl Gordon Pryor

### EXHIBIT A-2



STORMWATER MANAGEMENT EASEMENT  
CROSSING  
**COMBINED LOTS 7 & 8**  
**EMMITSBURG INDUSTRIAL PARK II**  
PREVIOUSLY RECORDED AT P.B.107 PG.69  
SITUATED ALONG CREAMERY COURT  
EMMITSBURG ELECTION DISTRICT No. 5  
FREDERICK COUNTY, MARYLAND  
SCALE 1"=100' MARCH, 2022

**CATOCTIN MOUNTAIN SURVEYS, INC.**  
11802 RENNER ROAD  
KEYMAR, MD 21757  
(301) 447-3344

## **EXHIBITB**

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

1. The Grantor, its successors 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 design Plan No. \_\_\_\_\_ on file with the Town of Emmitsburg ("Grantee") and Permit No. \_\_\_ on file with Frederick County, Maryland (the "County"), and 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 or entity having legal title to the particular section of property where any facility is located is responsible for maintenance of that facility. In the event a 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 successors and assigns, shall levy regular or special assessment against all present or subsequent owners of property served by facility to ensure that the facility is properly maintained.
4. Upon receipt of notice from the Grantee or County of any problems or deficiencies in the stormwater management facilities, the Grantor or other responsible party will correct the problems as directed by the Grantee or County. If the requested corrections are not made within thirty (30) days, the Grantee or County may, at its discretion, perform all the necessary work to bring the facility into compliance with statutory requirements, and the Owner of the land 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 Grantee or County.

5. The Grantor shall indemnify and save the Grantee and County 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 agents, successors and assigns, and shall bind all present and subsequent owners of the property served by the facilities, and on which any facility is located.
7. The Grantor shall promptly notify the Grantee and County if the Grantor transfers the maintenance responsibility for the facilities by providing a copy of the document of transfer signed by all parties.

Tax ID No: 05- 604404

NO TITLE EXAMINATION

**DEED OF EASEMENT  
(LANDSCAPE)**

THIS DEED OF EASEMENT (LANDSCAPE), is made this \_\_\_\_ day of \_\_\_\_\_ 2022, by FS CREAMERY, LLC, a Maryland limited liability company (“Grantor”), unto the Board of Commissioners of the Town of Emmitsburg, a municipal corporation of the State of Maryland (“Grantee”).

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real property known as “Combined Lots 7 & 8,” containing 8.1365 Ac.±,” as shown on a plat entitled “Final Plat, Combined Lots 7 & 8, Remainder, and SWM Outlot, Emmitsburg Industrial Park II,” and recorded among the Land Records of Frederick County, Maryland (“Land Records”) in Plat Book 107, Page 69 (the “Property”); and,

**WHEREAS**, Grantor, as part of its development of the Property, intends to plant street trees and other landscaping material along the the eastern side of the public roadway known as “Creamery Court” (the “Roadway”), and wishes to grant Grantee an easement for the purpose of maintaining and replacing the street trees and landscaping installed by Grantor along the Roadway.

**WITNESSETH**

That for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, conditions herein recited, the said Grantor does hereby grant and convey unto the Town of Emmitsburg, Maryland, Grantee, all those certain perpetual landscape easements, which are identified as “Landscape Easements” on **Exhibit A**, and contain, in the aggregate, 5,307 square feet, more or less, as more particularly described by metes and bounds description on **Exhibit B**, said exhibits being attached hereto and incorporated by reference herein (the “Easement Areas”) for the purpose of planting, re-planting and maintaining street trees and other live landscaping material (the “Landscaping Material”) planted within the Easement Areas. The herein described Easement Areas being in, through, over and across a portion of the real estate described and conveyed unto Grantor by Emmitsburg East Industrial Park, LLC, a Maryland limited liability company, by a deed dated November 16, 2021 and recorded among the Land Records in Liber 15505, Folio 376, and specifically in through, over and across “Combined Lots 7 & 8,” as recorded among the Land Records in Plat Book 107, Page 69.

The Grantor and Grantee for themselves, their representatives, successors and assigns, hereby further covenant and agree as follows:

a. The Landscaping Material, after installation within the Easement Areas by the Grantor and subsequent acceptance by the Grantee, shall remain the property of the Grantee, and Grantee and/or its successors and assigns shall be responsible for the maintenance and replacement of the Landscaping Material thereafter. The Grantee shall have the right to plant, trim, cut, maintain and Landscaping Material in the Easement Areas reasonably deemed by the Grantee to require such maintenance.

b. Grantee, and its agents, shall have the right of ingress and egress to and from the Easement Areas, on and across Grantor's Property; provided, however, that Grantee shall use existing roadways and other paved areas where possible, and shall try to prevent or minimize damage to lawns, green areas, landscaping, fences, signs, amenity features, roads and other paved surfaces, and other structures.

c. Grantee, and its agents, shall have the right to remove any obstructions or facilities in the Easement Areas deemed by Grantee to interfere with the proper and efficient use of the Easement Areas for the purposes herein named; provided, however, the Grantee, at its own expense, shall restore, as nearly as possible, the Easement Areas and the property(ies) adjacent to the Easement Areas to their original conditions, including reseeding and/or sodding of lawns and green areas, repairs to pavements, curbs sidewalks, other landscaping features, fences, signs, or structures disturbed during future maintenance or replacement of Landscaping Material. These provisions regarding the restoration, replacement, reseeding and sodding shall be applicable during future maintenance, replacement or removal of any Landscaping Material by Grantee.

d. The Grantor reserves the right to make any use of the Easement Areas not inconsistent with the rights herein conveyed or with the use of the easements herein granted by the Grantor for the purposes named herein.

e. The Grantor warrants specially the easement(s) conveyed herein and will execute such other assurances thereof as Grantee may request.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, as of the day and year first hereinabove set forth.

Witness:

**FS CREAMERY, LLC**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer, Managing Member

**GRANTOR**

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing DEED OF EASEMENT (LANDSCAPE) to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Witness/Attest:

**TOWN OF EMMITSBURG, MARYLAND,**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Donald N. Briggs,  
Mayor of the Town of Emmitsburg

**GRANTEE**

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this    day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

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



### CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Deed of Easement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Deed of Easement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK

STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

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

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

## CERTIFICATION

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

---

Lisa Lawler Graditor, Esq.

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg  
300A South Seton Avenue  
Emmitsburg, Maryland 21727



4/25/22 Karl Gordon Pryor

**SNOW STORAGE  
EASEMENT**  
201 Sq. Ft.

**REMAINDER**  
26.8858 Ac.

L=229.35'  
R=50.00'  
DELTA=262°48'55"  
BEAR=S65°59'45"E  
CHORD=75.00'

L=36.57'  
R=50.00'  
DELTA=41°54'03"  
BEAR=N03°32'49"E  
CHORD=35.76'

L=20.09'  
R=60.00'  
DELTA=19°11'17"  
BEAR=S70°25'40"E  
CHORD=20.00'

L=10.17'  
R=60.00'  
DELTA=19°11'17"  
BEAR=S70°25'40"E  
CHORD=20.00'

L=35.78'  
R=50.00'  
DELTA=41°00'13"  
BEAR=S44°54'36"W  
CHORD=35.02'

EXISTING  
SEWER LINE EASEMENT  
PER "SECOND PARCEL"  
L 603 F.43

L=198.37'  
R=730.00'  
DELTA=15°34'11"  
BEAR=N32°16'56"E  
CHORD=197.76'

L=213.17'  
R=780.00'  
DELTA=15°39'32"  
BEAR=S32°14'16"W  
CHORD=212.51'

**REMAINDER**  
26.8858 Ac.

UTILITY EASEMENT "D"  
PER  
UTILITY EASEMENT PLAT  
FOR  
TOWN OF EMMITSBURG  
AS SHOWN ON PLAT PREPARED  
BY BEAVIN COMPANY  
DATED 1/8/86

2,230 Sq. Ft.

**CREAMERY COURT**  
50' R/W  
DEDICATED TO  
PUBLIC USE  
D.9086 Ac.

\*\*\* INDICATES  
LANDSCAPE  
EASEMENTS

**COMBINED  
LOTS 7 & 8**  
8.1365 Ac.

2,175 Sq. Ft.

L=24.97'  
R=29.33'  
DELTA=48°46'21"  
BEAR=N64°27'56"E  
CHORD=24.22'

**DETAIL**  
1"=50'  
326 Sq. Ft.

L=24.97'  
R=29.33'  
DELTA=48°46'21"  
BEAR=N15°41'36"E  
CHORD=24.22'

576 Sq. Ft.

L=53.90'  
R=785.00'  
DELTA=03°56'02"  
BEAR=N43°56'00"E  
CHORD=53.89'

L=61.38'  
R=795.00'  
DELTA=04°25'26"  
BEAR=S43°43'30"W  
CHORD=61.37'

2505  
3/8" REBAR  
DISTURBED

LANDSCAPE & SNOW STORAGE EASEMENT  
CROSSING  
**COMBINED LOTS 7 & 8, REMAINDER  
EMMITSBURG INDUSTRIAL PARK II**  
PREVIOUSLY RECORDED AT P.B.107 PG.69  
SITUATED ALONG CREAMERY COURT  
EMMITSBURG ELECTION DISTRICT No. 5  
FREDERICK COUNTY, MARYLAND  
SCALE 1"=100'  
MARCH, 2022

REVISED 4/25/22: ADD AREAS

**CATOCTIN MOUNTAIN  
SURVEYS, INC.**

CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

**LANDSCAPE  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated East of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point on the right-of-way line for Creamery Court at the beginning of the S 40° 04' 02" W 351.28' line as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with and binding on said right-of-way line with a curve to the left having a radius of 780.00 and arc length of 190.89' and a chord bearing and distance of

1. N 33° 03' 33" E 190.33' to a point, thence crossing Combined Lots 7 & 8 as shown on said plat recorded at Plat Book 107 Page 69 the four (4) following courses and distances, the first being
2. S 69° 17' 50" E 10.04' to a point, thence with a curve to the right having a radius of 790.00' and arc length of 194.28' and a chord bearing and distance of
3. S 33° 01' 30" W 193.71' to a point, thence
4. S 40° 04' 02" W 33.25' to a point, thence
5. N 20° 12' 52" W 11.51' to a point on the aforesaid right-of-way line, thence running with said right-of-way line
6. N 40° 04' 02" E 27.55' to the point of beginning

Containing 2,230 square feet of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/19/22 *Karl Gordon Prior*



# CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

## LANDSCAPE EASEMENT ACROSS THE LANDS OF FS CREAMERY, LLC LIBER 15505 FOLIO 376

Situated East of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point on the right-of-way line for Creamery Court at the end of 62.61 from the end of the S 40° 04' 02" W 351.28' line as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with and binding on said right-of-way line

1. N 40° 04' 02" E 220.15' to a point, thence crossing Combined Lots 7 & 8 as shown on said plat recorded at Plat Book 107 Page 69 the three (3) following courses and distances, the first being
2. S 34° 51' 29" E 10.36' to a point, thence
3. S 40° 04' 02" W 214.76' to a point, thence
4. N 65° 00' 28" W 10.36' to the point of beginning

Containing 2,175 square feet of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/9/22 Karl Gordon Pryor

# CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

## LANDSCAPE EASEMENT ACROSS THE LANDS OF FS CREAMERY, LLC LIBER 15505 FOLIO 376

Situated East of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point being S 33° 35' 59" E 16.27' from the end of the S 40° 04' 02" W 351.28' line being found on the right-of-way line for Creamery Court as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence crossing Combined Lots 7 & 8 as shown on said plat recorded at Plat Book 107 Page 69 the four (4) following courses and distances, the first being

1. S 40° 04' 46" W 46.09' to a point, thence with a curve to the right having a radius of 29.33' and arc length of 24.97' and chord bearing and distance of
2. N 15° 41' 36" E 24.22' to a point, thence
3. N 40° 04' 46" E 1.98' to a point, thence with a curve to the right having a radius of 29.33' and arc length of 24.97' and chord bearing and distance of
4. N 64° 27' 56" E 24.22' to the point of beginning

Containing 326 square feet of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/10/22 *Karel Gordon Pryor*

# CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301.447.3344

## LANDSCAPE EASEMENT ACROSS THE LANDS OF FS CREAMERY, LLC LIBER 15505 FOLIO 376

Situated East of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at point on the right-of-way line for Creamery Court being the beginning of the S 41° 10' 43" E 123.90' line as shown on a plat entitled, "Final Plat, Combined Lots 7 & 8 and Remainder, Emmitsburg East Industrial Park II" recorded at Plat Book 107 Page 69, thence running with said right-of-way line with a curve to the left having a radius of 785.00' and arc length of 53.90' and chord bearing and distance of

1. N 43° 56' 00" E 53.89' to a point, thence crossing Combined Lots 7 & 8 as shown on said plat recorded at Plat Book 107 Page 69 the three (3) following courses and distances, the first being
2. S 80° 15' 46" E 11.79' to a point, thence with a curve to the right having a radius of 795.00' and arc length of 61.38' and chord bearing and distance of
3. S 43° 43' 30" W 61.37' to a point on the aforesaid S 41° 10' 43" E 123.90' line, thence running with said line
4. N 41° 10' 43" W 10.01' to the point of beginning

Containing 576 square feet of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



5/9/22 Karl Gordon Pryor

Parcel ID No.: 05-173574  
NO TITLE EXAMINATION

**AFFORESTATION/FOREST CONSERVATION**  
**DEED OF EASEMENT / MAINTENANCE**  
**COVENANTS AND AGREEMENT**

This Afforestation/Forest Conservation Deed of Easement / Maintenance Covenants and Agreement, (“Easement Agreement”) made this \_\_\_\_ of \_\_\_\_\_, 2022, by and between **FS CREAMERY, LLC**, a Maryland limited liability company (hereinafter, the “**Grantor**”) and the **Town of Emmitsburg, Maryland**, a body corporate and politic of the State of Maryland (hereinafter, the “**Town**”).

**WHEREAS**, Grantor is the owner of certain real property shown and described as “Remainder” containing 26.8858 Ac.±,” on that certain plat entitled “Final Plat, Combined Lots 7 & 8, Remainder, and SWM Outlot, Emmitsburg Industrial Park II,” and recorded among the Land Records of Frederick County, Maryland in Plat Book 107, Page 69 (the “Property”);  
and

**WHEREAS**, on February 28, 2022, the Town approved the Final Forest Conservation Plan for the Property; and

**WHEREAS**, on \_\_\_\_\_, 2022 the parties entered into a Forest Conservation Long Term Protective Agreement Perpetual Restrictions for Reforested/Afforested Areas; and

**WHEREAS**, the parties have agreed to enter into this Easement Agreement to provide for the future protection, maintenance, and inspection of the easement areas created herein, and



**NOW THEREFORE, WITNESSETH THAT,** for and in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Town, its successors and assigns, the Afforestation Easement and Forest Conservation Easement containing a total of 2.100 acres, more or less, being more particularly described in Exhibit A and B and shown on the drawing attached hereto as Exhibit C, and incorporated herein by reference.

The herein described Afforestation Easement and Forest Conservation Easement being in, through, over and across a portion of the real estate described and conveyed unto Grantor by Emmitsburg East Industrial Park, LLC, a Maryland limited liability company, by a deed dated November 16, 2021 and recorded among said Land Records in Liber 15505, folio 376, and specifically in through, over and across “Remainder” containing 26.8858 Ac.±” of Plat Book 107, Pages 69 of the land records for Frederick County, Maryland.

To have and to hold the Afforestation Easement and Forest Conservation Easement, together with the rights and privileges appurtenant to their proper use and benefits by the Town, their successors and assigns, in accordance with the terms set forth herein, as follows:

**FIRST:** That the Town, its successors, agents and assigns, shall at all times have a right of ingress to and egress from the Afforestation Easement and Forest Conservation Easement for the purpose of inspection and maintenance. The right of access shall be in, though, over and across the land of the Grantor; provided, however, that the Town shall use existing roadways and driveways where possible and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures, and structures;

**SECOND:** The responsibilities for restrictions on the activities within the Afforestation Easement and Forest Conservation Easement are set forth in the Forest Conservation Long Term Protective Agreement Perpetual Restrictions for Reforested/Afforested Areas attached hereto as “Exhibit D” and incorporated by reference as if fully set forth herein;

**THIRD:** The term of the easements created by this Easement Agreement is perpetual.

**FOURTH:** The Grantor further covenants and agrees that the easements, rights 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;

**FIFTH:** The Grantor covenants and agrees that all parties having an interest in the Property which is subject to this Easement Agreement have executed this document and agreed to the terms hereof;

**SIXTH:** The Grantor agrees that no other easements may be imposed or placed in, on, or through the Afforestation Easement and Forest Conservation Easement without the prior written consent of the Town; and

**SEVENTH:** The Grantor will warrant specially the Easements and shall execute such further assurances thereof as may be requisite.

Witness:

**FS CREAMERY, LLC, GRANTOR**  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_(SEAL),  
Brandon G. Rethemeyer,  
Managing Member

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Brandon G. Rethemeyer, Managing Member of FS Creamery, LLC, a Maryland limited liability company, and he, in such capacity, acknowledged the foregoing DEED OF EASEMENT to be the act and deed of FS Creamery, LLC; and he did further certify that he is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Witness/Attest:

**TOWN OF EMMITSBURG,  
MARYLAND, GRANTEE**  
a body corporate and politic of the  
State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Donald N. Briggs, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this    day of \_\_\_\_\_ 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Donald N. Briggs, the Mayor of the Town of Emmitsburg, a municipal corporation of the State of Maryland, and acknowledged the foregoing Deed of Easement 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 acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## CONSENT AND SUBORDINATION

Woodsboro Bank, a banking corporation chartered under the laws of the State of Maryland (the "Lienholder") does hereby agree and consent to this Deed of Easement, and by the signature of its authorized officer does hereby express its consent thereto as legal title holder of the herein described property, and does hereby further agree that it shall bind, subject, and subordinate that certain Deed of Trust made by FS Creamery LLC, a Maryland limited liability company, to Linda Warehime and Patricia C. Muldoon, Trustees, dated November 16, 2021 and recorded among the Land Records of Frederick County, Maryland in Liber 15505, folio 382, securing Lienholder in an original principal amount of \$750,000 and the interests of the secured party therein in any portion of the herein described property, to the terms of the aforesaid Deed of Easement.

Woodsboro Bank,  
a banking corporation chartered under  
the laws of the State of Maryland

By: \_\_\_\_\_  
Christopher R. Clemons, Senior Vice President

COUNTY OF FREDERICK  
STATE OF MARYLAND TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the Subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Christopher R. Clemons, who acknowledged that he is a Senior Vice President of the Lienholder, Woodsboro Bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lienholder by himself as such officer.

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

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATION**

I certify that this instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

---

Leslie A. Powell, Esquire

AFTER RECORDING, PLEASE RETURN TO:

Town of Emmitsburg  
300A South Seton Avenue  
Emmitsburg, Maryland 21727

CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

**FOREST RESOURCE CONSERVATION  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated Northeast of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at an iron pipe found at the beginning of the N 64° 40' 26" W 402.54' line as shown on a plat entitled, "Addition Plat, Emmitsburg East Industrial Park, LLC, Additions to, Emmitsburg East Industrial Park, LLC" recorded at Plat Book 87 Page 174, thence running with part of the S 23° 58' 33" W 231.00' line shown on aforesaid plat, and crossing Flat Run

1. S 23° 58' 33" W 91.19' to point, thence crossing the lands of FS Creamery, LLC recorded at Liber 15505 Folio 376 the three (3) following courses and distances, the first being
2. N 68° 30' 51" W 178.52' to a point, thence
3. N 73° 27' 54" W 166.79' to a point, thence
4. N 20° 20' 19" E 129.10' to a point on the aforesaid N 64° 40' 26" W 402.54' line, thence with said N 64° 40' 26" W 402.54' line, reversed
5. S 64° 40' 26" E 352.02' to the point of beginning

Containing 0.8500 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



2/23/22 *Karl G. Pryor*

CATOCTIN MOUNTAIN SURVEYS, INC

11802 RENNER ROAD

KEYMAR, MD 21757

PHONE: 301-447-3344

**FOREST RESOURCE CONSERVATION  
EASEMENT  
ACROSS THE LANDS OF  
FS CREAMERY, LLC  
LIBER 15505 FOLIO 376**

Situated Northeast of Creamery Court, East of U.S. Route#15, and South of U.S. Route#40, in Emmitsburg Election District No.15, Frederick County, Maryland, and being more particularly described as follows:

Beginning at a point being S 08° 35' 44" E 202.83' from an iron pipe found at the beginning of the N 64° 40' 26" W 402.54' line as shown on a plat entitled, "Addition Plat, Emmitsburg East Industrial Park, LLC, Additions to, Emmitsburg East Industrial Park, LLC" recorded at Plat Book 87 Page 174, thence running across the land of FS Creamery, LLC Liber 15505 Folio 376, the eleven (11) following courses and distances, the first being

1. S 63° 50' 17" E 208.00' to point, thence
2. S 43° 42' 58" E 95.52' to point, thence
3. S 45° 04' 31" W 12.19' to a point, thence
4. N 78° 54' 59" W 63.16' to a point, thence
5. N 68° 04' 22" W 77.02' to a point, thence
6. N 77° 22' 51" W 86.35' to a point, thence
7. N 84° 03' 24" W 387.04' to a point, thence
8. N 00° 15' 02" E 72.17' to a point, thence
9. N 83° 50' 54" E 84.49' to a point, thence
10. N 82° 51' 34" E 126.61' to a point, thence
11. S 79° 32' 09" E 151.15' to the point of beginning

Containing 1.2500 acres of land more or less

Being part of the lands conveyed by Emmitsburg East Industrial Park, LLC unto FS Creamery, LLC by deed dated November 16, 2021 and recorded November 18, 2021 in Liber 15505 Folio 376 among the land records of Frederick County, Maryland



2/23/22 Karl G. Pryor



RECORDED 04/25/22: ADD FRO RECORDING REF. & S.F.  
FILED 05/05/22: ADD ADD AGRES

**CATOCCTIN MOUNTAIN  
SURVEYS, INC.**  
11802 RENNER ROAD  
KEYMAR, MD 21757  
(301) 447-3344

**EMMTSBURG INDUSTRIAL PARK II**  
PREVIOUSLY RECORDED AT P.B.107 PG.69  
SITUATED ALONG CREAMERY COURT  
EMMTSBURG ELECTION DISTRICT No. 5  
FREDERICK COUNTY, MARYLAND  
SCALE 1"=100'  
MARCH, 2022

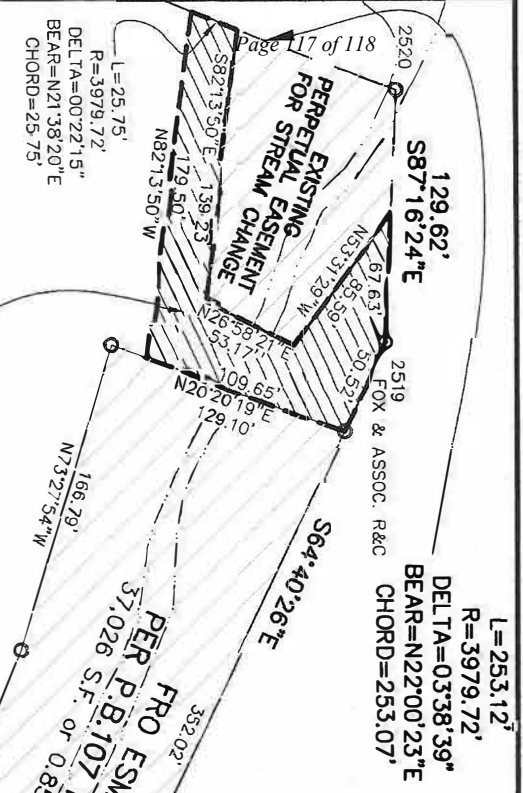
**REMAINDER**  
26,8858 AC.

**FRO & STREAM BUFFER  
EASEMENT CROSSING  
REMAINDER**

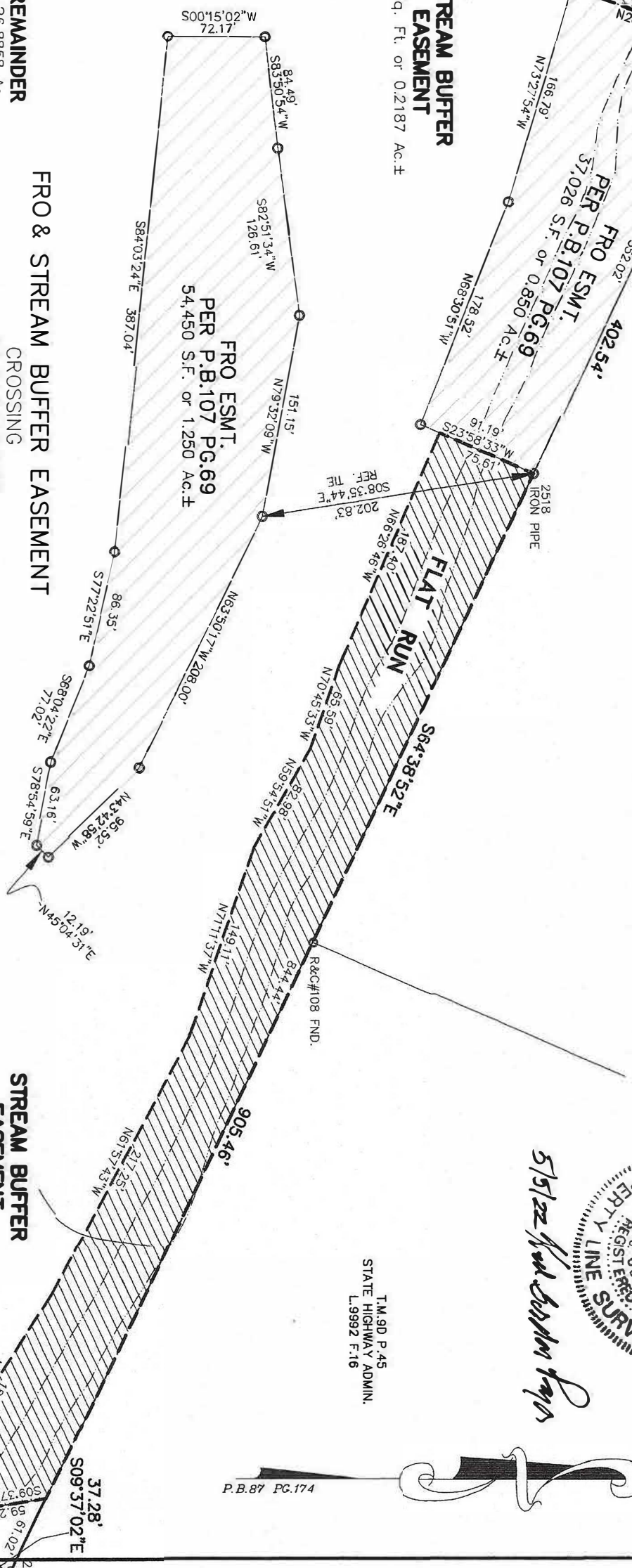
**STREAM BUFFER  
EASEMENT**  
57,250 Sq. Ft. or 1.3143 Ac.±

**STREAM BUFFER  
EASEMENT**  
9,526 Sq. Ft. or 0.2187 Ac.±

**FRO ESMT.  
PER P.B.107 PG.69**  
54,450 S.F. or 1.250 Ac.±



T.M.9A P.8  
M & G REALTY, INC.  
L15020 F.16  
RECORD PLAT - SECTION 3  
"EMMIT GARDENS"  
P.B.4 PG.32



T.M.9D P.45  
STATE HIGHWAY ADMIN.  
L.9992 F.16



*5/5/22 Karl Gordon Pryor*

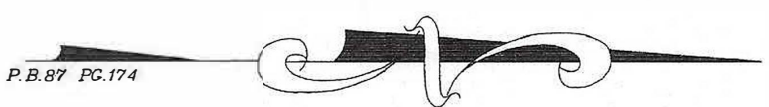


Exhibit C

**M. SET AGENDA FOR NEXT MEETING: AUGUST 1, 2022 AT 7:30 PM**

1.

2.

3.

4.

5.

***Administrative Business:***

A.

B.

C.