01420 00575

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Reviewed by
William Wantz
1/16/2007 ok.
D&S

Mail to:
Day and Schneider, P.A.
PO Box 889
Hagerstown, MD 21741-0889
Tax ID No. 06-015735
D&S No. 11880.117

RECORD FEE 30 30.00
IMP FD SURE 5 2.00
TOTAL 32.00
Rect # 47316
BOK LH Blk # 1604
JUN 25, 1998 09:33 am

THIS MAINTENANCE EASEMENT, made this 3RD day of JUNE, 1998, by and between William L. Tritapoe, hereinafter "Grantor", and the Mayor and Council of Boonsboro, hereinafter "Grantee", both of Washington County, Maryland.

W I T N E S S E T H:

THAT WHEREAS the Grantor owns an improved tract of land on the East side of Main Street in the Town of Boonsboro, Maryland known as 27 South Main Street, Boonsboro, MD 21713, said tract being more particularly described in a deed dated March 3, 1997 and recorded in Liber 1322, folio 846, one of the Land Records of Washington County, Maryland ("the premises"); and

WHEREAS the Town Clock of the Town of Boonsboro is contained within the steeple which is part of the premises; and

WHEREAS the parties have agreed upon a maintenance easement and desire to reduce said agreement to a writing.

NOW THEREFORE, for and in consideration of the premises and other good and valuable considerations and the agreements hereinafter set forth (no monetary consideration,) the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants and conveys unto Grantee, its successors and assigns, a maintenance easement in and to all that parcel of land, together with the improvements thereon, described above; the Grantor further agrees to permit the Town Clock to remain where it is presently located until such time as this easement may be terminated by the Grantee.

2. The Grantee, by and through its agents and/or employees, shall have a right of access over, across, onto and into the premises and improvements thereon for the purpose of repairing, maintaining, improving, and/or replacing, at its cost and expense, said Town Clock, and for purposes incidental thereto.

3. In consideration therefore, the Grantee agrees to maintain, at its cost and expense, the steeple within which said Town Clock is housed, and has a similar right of access over, across, onto and into the premises and improvements thereon for said purpose and for purposes incidental thereto.

4. The parties agree that the clock housing shall transfer with any transfer of the premises, and that any transfer is subject to within easement, which shall run with the land;

TO HAVE AND TO HOLD the maintenance easement herein granted unto the Grantee, its successors and assigns, as appurtenant

01420 00576

WITNESS:

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Eldon A. Jones

William L. Tritapoe (SEAL)
William L. Tritapoe GRANTOR

MAYOR AND COUNCIL OF BOONSBORO

Eldon A. Jones

BY Charles F. Kauffman, Jr. Mayor (SEAL)
Charles F. Kauffman, Jr. Mayor
GRANTEE

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William L. Tritapoe, known or satisfactorily proven to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he signed the foregoing instrument as his voluntary act and deed.

WITNESS my hand and Official Notarial Seal as of this 3RD day of JUNE, 1998.

Barbara J. Rodenhiser
Notary Public

My Commission Expires: 08/01/98

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kauffman, to me known and known to me to be the Mayor of the Mayor and Council of Boonsboro, and acknowledged that as Mayor he had the authority and was duly authorized to execute the within maintenance easement for and on behalf of the Town, and further acknowledged that he signed the foregoing instrument as Mayor as his voluntary act and deed for the purposes recited herein.

WITNESS my hand and Official Notarial Seal as of this 5TH day of JUNE, 1998.

Barbara J. Rodenhiser
Notary Public

My Commission Expires: 08/01/98

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Michael G. Day

Mail to: Day & Schneider, P.A.
P.O. Box 889
Hagerstown MD 21741
(file 11880.117)

Law Offices
DAY AND SCHNEIDER, P.A.
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920 W. Washington Street, Suite 209
P. O. Box 889
HAGERSTOWN, MD 21741-0889

MICHAEL G. DAY
ARTHUR SCHNEIDER

TELEPHONE: (301) 739-6820
FACSIMILE: (301) 739-4194
OR (301) 739-8601

July 24, 1998

Mr. Eldon Jones
Town of Boonsboro
21 N. Main Street
Boonsboro, MD 21713

Re: Town Clock
Our File No. 11880.117

Dear Jake

I enclose the original easement agreement which was recorded on June 25, 1998 in Liber 1420, folio 575.

Thank you very much.

Very truly yours,

DAY AND SCHNEIDER, P.A.

BY: _____
Arthur Schneider

AS:slb
enc:(1)
g:\wp_files\clients\11880.117\jake.102