

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), executed and made effective this ____ day of _____, 2025, by and between Board of Education of Washington County, Washington County Maryland, a body corporate and politic of the State of Maryland, hereinafter called “BOE,” and Board of County Commissioners of Washington County, Washington County Maryland, a body corporate and politic of the State of Maryland, hereinafter called “County,” and the Mayor and Council of the Town of Boonsboro, a municipal corporation of the State of Maryland, hereinafter called “Town.” Together, hereinafter called the “parties.”

WHEREAS, the parties believe that a realignment of Campus Avenue in Boonsboro will be in the best interests of the community and will promote public health, safety and welfare; and

WHEREAS, the BOE is the owner of a certain parcel of real properties along Maple Avenue and Campus Avenue identified as Parcels E and Y, Outlot X and Lot 1 on the attached “Exhibit A,” Boonsboro, Maryland (Tax Map 0600, Parcel 1381, Tax Id. No. 06-023274); and

WHEREAS, the BOE has determined that Parcels E and Y, Outlot X and Lot 1 as depicted on Exhibit A are not suitable for future school construction and, subject to approval by the State of Maryland, intends to and shall deem Parcels E and Y, Outlot X and Lot 1 of Exhibit A as surplus property; and

WHEREAS, upon receiving State of Maryland approval and deeming Parcels E and Y, Outlot X and Lot 1 surplus, the BOE intends to and shall transfer Parcels E and Y, Outlot X and Lot 1 to the County for no consideration subject to a condition that the County will immediately transfer Parcels E and Y, Outlot X and Lot 1 to the Town for no consideration; and

WHEREAS Parcels E and Y, Outlot X and Lot 1 hereinafter jointly will be referred to as “Proposed Surplus Property”; and

WHEREAS, the town is the owner of certain parcels of real properties identified as Parcels B and D on Exhibit A, Boonsboro, Maryland (Tax Map 0600, Parcel 1381, Tax Id. No. 06-023274), and

WHEREAS, the Town intends to and shall transfer Parcels B and D for no consideration to the BOE; and

WHEREAS, the parties wish to confirm and document their agreement as to the steps to be taken to effect the ultimate transfer to the Town and the realignment of Campus Avenue.

NOW, THEREFORE, that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the parties have agreed as follows:

1. The parties understand and acknowledge that the County’s sole purpose and intent in accepting the transfer of the Proposed Surplus Property is to act as a pass-through intermediary entity to facilitate transfer of Proposed Surplus Property to the Town. The County has no and shall not retain any interest in Proposed Surplus Property other than to effect their transfer to Town in accordance with this MOU.

2. The BOE agrees to take the following actions to facilitate the transfer of Proposed Surplus Property as provided herein:
 - a. By formal Board action, approve and designate Proposed Surplus Property surplus property subject to approval by the State of Maryland; and
 - b. By formal Board action, approve the transfer of Proposed Surplus Property for no consideration to the County in fee simple.
3. The County agrees to take the following actions to facilitate the transfer of Proposed Surplus Property as provided herein:
 - a. Draft a special warranty deed for the transfer of Proposed Surplus Property, in fee simple, from the BOE to the County (the "Deed");
 - b. After receiving and recording the executed deed granting Proposed Surplus Property from BOE to the County, County will execute the Deed, transferring the Proposed Surplus Property, in fee simple, from the County to the Town;
 - c. Record deeds mentioned in paragraph 3.b, above, and provide notice to the Town of such recordation; and
 - d. Provide to the Town a copy of the recorded Deed.
4. The Town agrees to take the following actions to facilitate the transfer of Proposed Surplus Property as provided herein:
 - a. Complete a survey of Proposed Surplus Property based on final road construction plans including a legal description with all exact metes and bounds for each respective parcel within Proposed Surplus Property; and
 - b. Comply with all requirements of local statutes and ordinances with respect to the real estate transaction.
5. The Town agrees to the following actions to facilitate the realignment of Campus Avenue:
 - a. That per Town ordinance, screening will be required along the Lot 1 property lines that are adjacent to and abut BOE property to the North and East;
 - b. Town and other entities as identified by the Town will be financially responsible to provide all necessary funding to pay for the construction of the relocated Campus Avenue and all necessary improvements; and
 - c. Prior to the project being bid and the commencement of construction, the BOE will be allowed to review, offer comments, and approve all plans for the relocated Campus Avenue. The BOE will also be allowed to review and offer comment for improvements to Maple Avenue and the new intersection with Chase Six Boulevard. Appropriate sidewalks, signage and pedestrian signals are to be included as part of the project to ensure and encourage safe pedestrian routes to and from the school campus.
 - d. Draft a deed and execute for the transfer of Parcels B and D, in fee simple, from the Town to the BOE (the "Town Deed");
6. Town shall, to the limits of applicable law and subject to available appropriations, indemnify and hold harmless the County, its directors, employers, agents and servants from and against any and all claims, losses, costs, damages, demands and suits of any kind arising out of or resulting from the County's temporary ownership of Proposed Surplus Property.
7. Town understands, acknowledges, and agrees that the County makes no representation or warranty as to the condition of Proposed Surplus Property upon transfer to Town and that the County shall not be responsible for any damage, injury or loss occurring to or on Proposed

Surplus Land during the County's temporary ownership thereof. Town agrees to accept Proposed Surplus Property in "as-is" condition.

8. The laws of the State of Maryland shall govern the interpretation and enforcement of this MOU.
9. Neither the failure of the Parties to exercise any rights under this MOU, nor any delay in the exercise of any such rights, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the Parties from further exercising that or any other right. The remedies provided under this MOU are cumulative and not exclusive of any remedies provided by law.
10. This MOU and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations referring to the subject matter, other than those contained herein or incorporated by reference.
11. This MOU may not be assigned by the parties.
12. If any provision hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this MOU shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.
13. This MOU may only be amended by written agreement duly authorized and executed by authorized representatives of the respective parties.
14. All notices and correspondence required hereunder shall be in writing and shall be deemed to have been duly given if: (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail and confirmed orally, in writing or by return receipt, or (D) sent via facsimile, and shall be addressed as follows:

BOE: Dr. David T. Sovine, Superintendent
10435 Downsville Pike
Hagerstown, Maryland 21740

County: Ms. Michelle Gordon, County Administrator
100 West Washington Street, Ste. 1101
Hagerstown, Maryland 21740

Town: Ms. Rachel Souders, Town Manager
21 North Main Street
Boonsboro, Maryland 21713

15. This MOU may be executed in one or more counterparts and shall be deemed valid if delivered electronically, each of which will be considered an original instrument, but all of which will be considered one and the same MOU and will become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

WITNESS the signature of the authorized officials of the parties herein as of the day and date written above.

BOARD OF EDUCATION OF WASHINGTON
COUNTY, MARYLAND

Dr. April Zentmeyer, President

Witness

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

John F. Barr, President

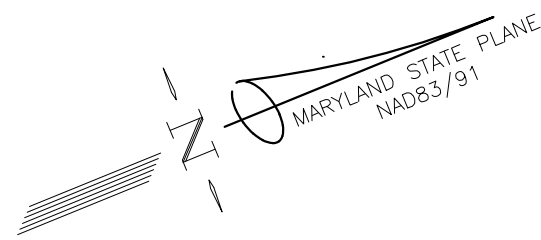
Witness

TOWN OF BOONSBORO

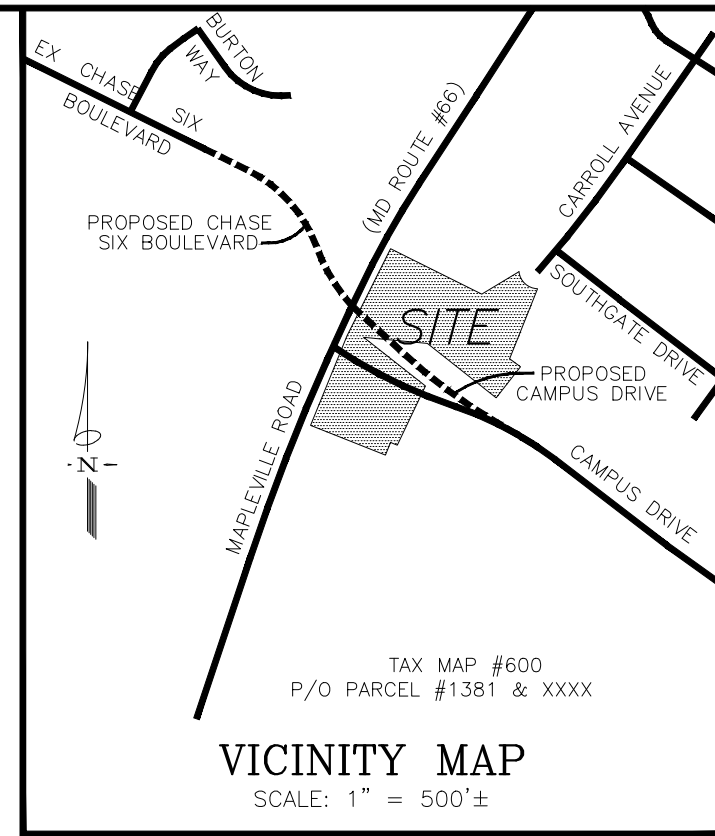
Howard W. Long, Mayor

Witness

DRAFT



CURVE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING	DELTA
C1	3,459.515'	22.41'	11.21'	22.41'	N22°30'56"E	00°22'16"
C2	3,459.515'	24.11'	12.06'	24.11'	N22°54'03"E	00°23'58"
C3	3,459.515'	123.17'	61.59'	123.16'	S25°42'17"W	02°02'24"
C4	50.00'	72.08'	43.92'	66.00'	S46°55'12"E	82°35'56"



TAX ID #06-023274 (WASHINGTON COUNTY BoE)
TAX ID #06-008321 (TOWN OF BOONSBORO)
TAX ID #06-018688 (McILWEE PROPERTY)

ADDITION PLAT

THE TOWN OF BOONSBORO
LIBER XXXX FOLIO XXX

(PARCEL 'A')

ADDITION TO

THE TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1

AND

THE TOWN OF BOONSBORO
LIBER XXXXX FOLIO XXXX

(PARCEL 'B')

ADDITION TO

WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413

AND

THE TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1

(PARCEL 'D')

ADDITION TO

WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413

AND

WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413

(PARCEL 'E')

ADDITION TO

TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1

FINAL PLAT

LOT 1 & OUTLOT 'X', SECTION ONE

WASHINGTON COUNTY
BOARD OF EDUCATION
PROPERTY

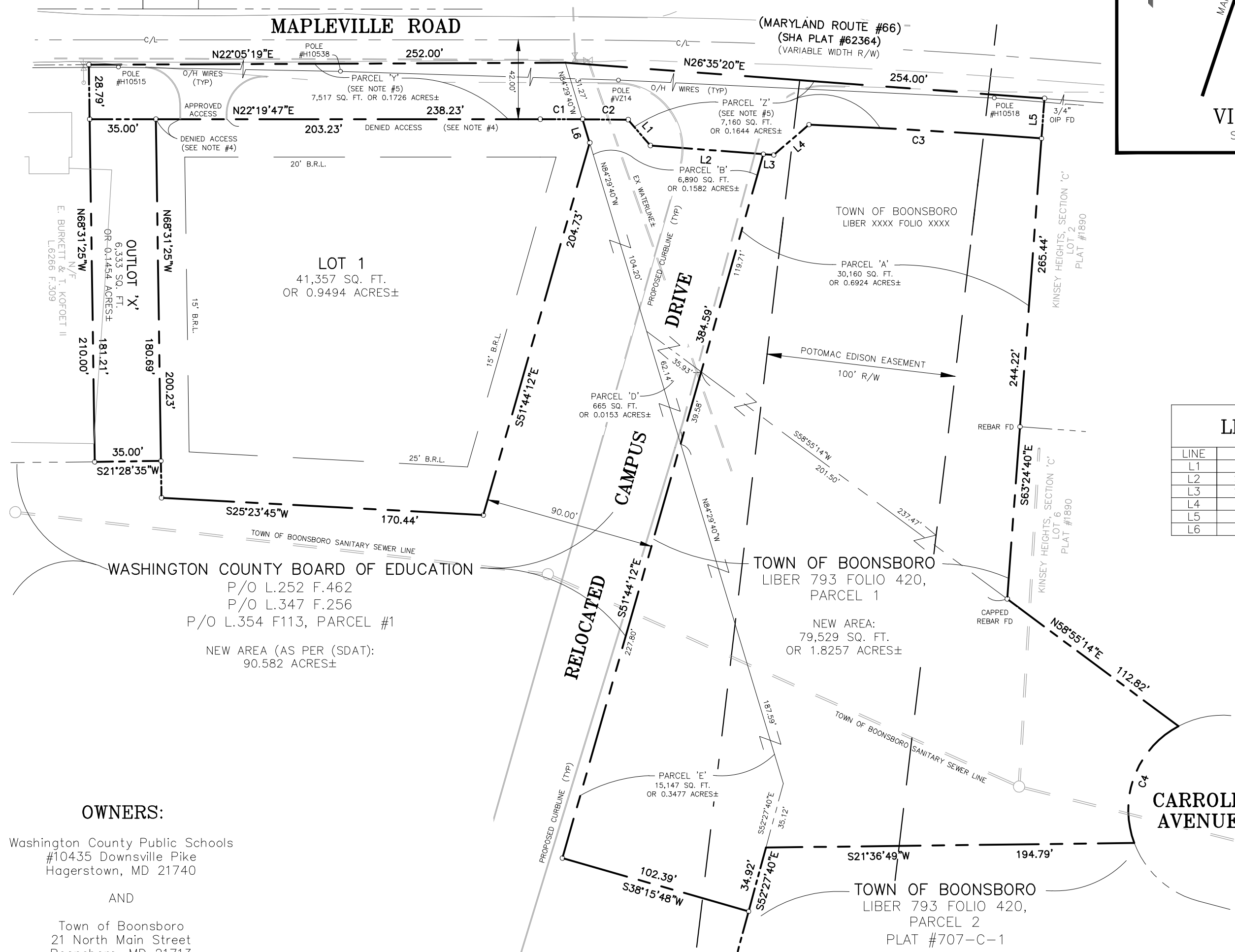
SITUATED ON MAPLEVILLE ROAD (MARYLAND ROUTE #66)
TOWN OF BOONSBORO
BOONSBORO ELECTION DISTRICT #6
WASHINGTON COUNTY, MARYLAND

SCALE: 1" = 50'

APRIL 2025

JOB No. 00-081

RECORDED _____ PLAT NUMBER _____



LINE	BEARING	DISTANCE
L1	N71°41'11"E	17.96'
L2	S26°41'10"W	59.98'
L3	S26°41'10"W	5.50'
L4	S18°18'50"E	24.56'
L5	S63°24'40"E	21.22'
L6	S84°29'40"E	12.94'

SHEET 1 OF 2
SEE PAGE 2 FOR AREA TABULATIONS,
CERTIFICATIONS & SIGNATURES

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NOTES:

- Current zoning: Town Residential 1 (subject to SR use requirements).
- A 10' wide drainage and utility easement is hereby reserved along all lot lines unless otherwise noted.
- Public water and sewer are available.
- Access is denied to Mapleville Road, except as noted.
- Parcels 'Y' & 'Z' are to be conveyed to the State Highway Administration as per SHA Plat #62364. SHA will prepare the deeds once the required title information has been provided to them from the current owners.
- Outlot 'X' is to be transferred to the Town in fee simple.

TOWN OF BOONSBORO, MARYLAND

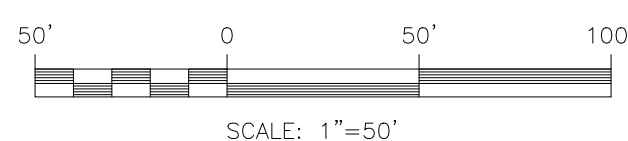
DATE _____ MAYOR

TOWN OF BOONSBORO, MARYLAND

DATE _____ PLANNING CHAIR

TOWN OF BOONSBORO, MARYLAND

DATE _____ BMUC CHAIR



SURVEYOR'S CERTIFICATION

I hereby certify to the best of my professional knowledge and belief that the plat shown hereon is correct; that it is part the lands conveyed by Charles G. K. Harris and Ruth N. Harris, his wife, and May Hagan Bentz, unto The Board of Education of Washington County, by deed dated December 21, 1959 and recorded in Liber 354 Folio 113, Parcel 1; also being being part the lands conveyed by Herschel C. Dean and Rachel E. Dean, his wife, unto The Board of Education of Washington County, by deed dated May 14, 1959 and recorded in Liber 347 Folio 256; also being being part the lands conveyed by Webster Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949 and recorded in Liber 252 Folio 462; also being being all the lands conveyed by Scott B. McIlwee and Theresa M. McIlwee, as tenants by the entirety, unto The Mayor and Council of Boonsboro, a Body Politic and Coporate of the State of Maryland, by deed dated XXXXXX, 2025 and recorded in Liber XXXX Folio XXXX; also being being part of the lands conveyed by Michael G. Day, Trustee, unto Mayor and Council of Boonsboro, Maryland, by deed dated September 10, 1985 and recorded in Liber 793 Folio 420; all being among the Land Records of Washington County, Maryland, and that the requirements of the Annotated Code of Maryland, Real Property Book, Title 3, Subtitle 1, Section 3-10B, 1974 Edition, and the requirements of the Town of Boonsboro Subdivision Ordinance as enacted or amended so far as it may concern the making of this plat and the setting of monuments and markers have been complied with.

I hereby certify that I personally prepared, or was in responsible charge, over the preparation of this plat and the survey work reflected in it and it is in compliance with COMAR, Section 09.13.06.03 of the Minimum Standards of Practice as adopted by the Maryland Board of Professional Land Surveyors.

Date	For B&R Design Group, Inc. Carl F. Thomas Property Line Surveyor MD Reg. #411 License Expires: 11/16/2026
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AREA TABULATIONS

Original area L.XXXXX F.XXXX	44,212 S.F.	or	1.0150 Acres±
- Parcel 'A'	30,160 S.F.	or	0.6924 Acres±
- Parcel 'B'	6,890 S.F.	or	0.1582 Acres±
- Parcel 'Z' (See Note #5)	7,160 S.F.	or	0.1644 Acres±
New area L.XXXXX F.XXXX	000 S.F.	or	0.0000 Acres±

Original area Town of Boonsboro	34,887 S.F.	or	0.8009 Acres±
+ Parcel 'A'	30,160 S.F.	or	0.6924 Acres±
+ Parcel 'E'	15,147 S.F.	or	0.3477 Acres±
- Parcel 'D'	665 S.F.	or	0.0153 Acres±
New area Town of Boonsboro	79,529 S.F.	or	1.8257 Acres±

Original area Board of Education	(by SDAT)	92.025 Acres±
+ Parcel 'B'	6,890 S.F.	or 0.1582 Acres±
+ Parcel 'D'	665 S.F.	or 0.0153 Acres±
- Parcel 'E'	15,147 S.F.	or 0.3477 Acres±
- Lot 1	41,402 S.F.	or 0.9505 Acres±
- Outlot 'X'	6,333 S.F.	or 0.1454 Acres±
- Parcel 'Y' (See Note #5)	7,517 S.F.	or 0.1726 Acres±
New area Board of Education	(by SDAT)	90.582 Acres±

AREA TABULATION

Area of dedication (See Note #5)	14,677 S.F.	or	0.3369 Acres±
Area of additions	52,862 S.F.	or	1.2135 Acres±
Area of lot	41,357 S.F.	or	0.9494 Acres±
Area of outlot	6,333 S.F.	or	0.1454 Acres±
Total area of plat	115,274 S.F.	or	2.6463 Acres±

OWNER'S CERTIFICATION AND DEDICATION

We, Washington County Public Schools, a body corporate, do hereby certify, for ourselves and our personal representatives, heirs, and assigns, that we are the legal and true owners of the property shown and described on this plat and that we hereby adopt this plat of subdivision shown hereon, hereby dedicate to public use all utility and drainage easement areas and all alley, street, and road rights-of-way, if any, designated on these plats, hereby agree to keep open all spaces and shall not impose any responsibility on the Mayor and Council of Boonsboro regarding the subjects of such dedications until legal title to the land underlying said easements, rights-of-way, open spaces and recreation areas, and with regard to said easements and rights-of-way, hereby agree to convey the same to said Board for the use of said Mayor and Council, without consideration, upon the legal acceptance of said easements and/or rights-of-way by said Mayor and Council.

This deed and agreement of dedication shall be binding upon our grantees, assigns, successors, heirs and personal representatives.

There are no suits, actions at law, leases, liens, mortgages, trusts, easements, or rights-of-way affecting the property included in this plat of subdivision, unless otherwise noted hereon.

We also certify that the community water and/or community sewerage system proposed for this subdivision will be available to this lot offered for sale. We also certify that plans for the community water supply and/or community sewerage system facilities, including any necessary point of discharge, have been approved by the Department of Health and Mental Hygiene.

And all parties having an interest therein have hereunto affixed their signatures indicating their assent to this plan of subdivision.

We do hereby assent to this plan of subdivision.

Witness our hands and seals this ____ day of _____, 2025

Date	Dr. David T. Sovine, Superintendent of Schools Washington County Public Schools
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The owner has sworn and subscribed before me, in my presence, this ____ day of _____, 2025. A notary public in and for the State of Maryland.

_____, Notary Public
My commission expires _____

OWNER'S CERTIFICATION AND DEDICATION

We, The Mayor and Council of Boonsboro, a Body Politic and Corporate of the State of Maryland, do hereby certify, for ourselves and our personal representatives, heirs, and assigns, that we are the legal and true owners of the property shown and described on this plat and that we hereby adopt this plat of subdivision shown hereon, hereby dedicate to public use all utility and drainage easement areas and all alley, street, and road rights-of-way, if any, designated on these plats, hereby agree to keep open all spaces and shall not impose any responsibility on the Mayor and Council of Boonsboro regarding the subjects of such dedications until legal title to the land underlying said easements, rights-of-way, open spaces and recreation areas, and with regard to said easements and rights-of-way, hereby agree to convey the same to said Board for the use of said Mayor and Council, without consideration, upon the legal acceptance of said easements and/or rights-of-way by said Mayor and Council.

This deed and agreement of dedication shall be binding upon our grantees, assigns, successors, heirs and personal representatives.

There are no suits, actions at law, leases, liens, mortgages, trusts, easements, or rights-of-way affecting the property included in this plat of subdivision, unless otherwise noted hereon.

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And all parties having an interest therein have hereunto affixed their signatures indicating their assent to this plan of subdivision.

We do hereby assent to this plan of subdivision.

Witness our hands and seals this ____ day of _____, 2025

Date	Mayor Mayor and Council of Boonsboro, a Body Politic and Corporate of the State of Maryland
------	---

The owners have sworn and subscribed before me, in my presence, this ____ day of _____, 2025. A notary public in and for the State of Maryland.

_____, Notary Public
My commission expires _____

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TAX ID #06-023274 (WASHINGTON COUNTY BoE)
TAX ID #06-008321 (TOWN OF BOONSBORO)
TAX ID #06-018688 (TOWN OF BOONSBORO)



ADDITION PLAT

**THE TOWN OF BOONSBORO
LIBER XXXX FOLIO XXX**

(PARCEL 'A')

ADDITION TO

**THE TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1**

AND

**THE TOWN OF BOONSBORO
LIBER XXXXX FOLIO XXXX**

(PARCEL 'B')

ADDITION TO

**WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413**

AND

**THE TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1**

(PARCEL 'D')

ADDITION TO

**WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413**

AND

**WASHINGTON COUNTY
BOARD OF EDUCATION
LIBER 354 FOLIO 413**

(PARCEL 'E')

ADDITION TO

**TOWN OF BOONSBORO
LIBER 793 FOLIO 420, PARCEL 1**

FINAL PLAT

**LOT 1 & OUTLOT 'X', SECTION ONE
WASHINGTON COUNTY
BOARD OF EDUCATION
PROPERTY**

SITUATED ON MAPLEVILLE ROAD (MARYLAND ROUTE #66)
TOWN OF BOONSBORO
BOONSBORO ELECTION DISTRICT #6
WASHINGTON COUNTY, MARYLAND

**CERTIFICATE OF APPROVAL
OF COMMUNITY WATER SYSTEM & SEWAGE SYSTEM**

I hereby certify that the use of the community water and/or community sewerage system for this subdivision is in conformance with the County Water and Sewerage Plan.

DATE _____ COUNTY HEALTH OFFICER _____

**CERTIFICATE OF APPROVAL
TOWN OF BOONSBORO, PLANNING COMMISSION
FINAL APPROVAL GRANTED:**

DATE _____ CHAIRMAN, BOONSBORO PLANNING COMMISSION _____

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