

# *Caroline County*

## *Department of Planning & Codes*



Katheleen Freeman, Director  
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Joseph Miller, Development Review Coordinator

**Health & Public Services Bldg.**  
**403 South 7<sup>th</sup> Street, Suite 210**  
**Denton, Maryland 21629-1335**  
**Telephone: 410-479-8100**  
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### **County Commission Staff Report, March 3, 2015**

**Staff Contact:** Joseph Miller, Development Review Coordinator

**Item:** Right-of-Way Easement Agreement for Korell property (Liber 293 Folio 938 and Liber 252 Folio 433) Map 8 Grid 9 Parcel 16 and 117

**Recommended Action:** Commissioner Signature

### **Background:**

Mr. and Mrs. Korell are completing a lot line revision on their property at 26964 River Bridge Road, Henderson, MD. A Right-of-Way widening for road maintenance is required at that location on River Bridge Road.

# COUNTY ROAD RIGHT-OF-WAY EASEMENT AGREEMENT

THIS ROAD RIGHT-OF-WAY DEED OF EASEMENT AND AGREEMENT (this "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between, **James Korrell III and Debra A. Korell**, hereinafter called the "Grantor(s)", and COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, hereinafter called "Grantee" or the "County."

WHEREAS, Grantor(s) are the owners of a certain parcel of land situate in the 1st Election District of Caroline County, Maryland, which was conveyed to Grantors by **James Korrell III** by deed dated **February 14, 1996** and recorded among the Land Records of Caroline County, Maryland in Liber **293 Folio 938 et seq.** (the "Property"); and

WHEREAS, the Grantor's Property adjoins, in whole or in part, one or more County roads, streets, alleys or other public rights-of-way (collectively, the "Road" or "Roads") as further described herein; and

WHEREAS, the design, construction, installation, improvement, inspection, operation, use, maintenance, repair and replacement of the County Road, and related public works, are of material benefit to the Grantor;

NOW, THEREFORE, for and in consideration of the foregoing recitals, which recitals are incorporated into this Agreement, and the mutual covenants and promises contained herein, and the sum of One Dollar and no cents (\$1.00), and for and in consideration of other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Grantor does hereby grant and convey unto the County, its successors and assigns, an easement for the purpose of access to and ingress/egress on the Easement Area described in **Exhibit A**, attached hereto and incorporated herein by reference, subject to the following terms and conditions:

1. Grantor hereby grants and conveys to County a perpetual easement in and to all of that portion of a twenty-five (25) foot wide strip of land, parallel and immediately adjacent to, and measuring from the center line of, the public Road or Roads adjoining the Property, as such Road or Roads currently exists, as shown or described on **Exhibit A**, attached hereto and made a part of hereof (the "Easement Area"), to the extent of Grantor's right, title, and interest in and to said portion of the Easement Area, for the purpose of design, construction, installation, improvement, inspection, operation, use, maintenance, repair and replacement of the County Road, and related public works, which have been or may be hereafter constructed on the Property.

2. All work performed by the County or agents of the County shall be performed in a workmanlike manner, and Grantee expressly covenants that any and all disturbances to the surface of the Property and Easement Area will be promptly repaired and, to the extent possible, the Property and Easement Area shall be restored to its pre-existing condition; provided however, that Grantee shall not be responsible for repair or replacement of permanent obstructions or landscaping installed in the Easement Area which impedes reasonable access by the County.

3. Grantor shall maintain the Easement Area so that it is accessible to County equipment and personnel. Slopes, vegetation, structures, landscaping and the like shall not hinder or obstruct access to or maintenance of the Road, Easement Area and associated public works.

4. The easement set forth in this Agreement shall be perpetual and shall run with the land. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:

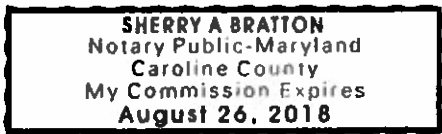
Signature James Korrell III HH  
Printed Name: James Korrell III  
Signature Debra A Korrell  
Printed Name: Debra A. Korrell

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on this 16 day of February, 2014, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared James Korrell III and Debra A Korrell known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Signature Sherry A Bratton  
Notary Public  
My Commission Expires: 8/26/2018



GRANTEE:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_, President  
County Commissioners of  
Caroline County

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared, \_\_\_\_\_, who acknowledged himself to be the President of the County Commissioners of Caroline County, Maryland (the "County") and that he, as such County official being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the County by himself as such President.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Document was prepared by an attorney duly admitted by, and qualified to practice law before, the Court of Appeals of Maryland.

Signature Heather L Price  
Heather L. Price

Upon recording, please return the original hereof to:

Caroline County Department of Planning & Codes  
Health & Public Services Building  
403 South 7<sup>th</sup> Street, Suite 210  
Denton, Maryland 21629-1335



LANDS OF  
HAZEL K. KORELL  
252/433

LANDS OF  
JAMES KORELL, III  
& DEBORA A. KORELL  
293/938

LANDS OF  
EUN SANG HWANG, et al.  
852/359

40' WIDE (REF. 237/582)

"EXHIBIT A"  
5' WIDE ROAD WIDENING AND  
UTILITY/MAINTENANCE EASEMENT

RIVER BRIDGE ROAD

"EXHIBIT A"

SKETCH PLAN OF EASEMENT ON THE LANDS OF

**JAMES KORELL, III, et ux.**

FIRST ELECTION DISTRICT, CAROLINE COUNTY, MD

TAX MAP 8, GRID 9, PARCEL 117

**R. K. SCHRADER**  
**Land Surveys, LLC**

120 EVELYN LANE  
CHESTERTOWN, MARYLAND 21620  
FAX & PHONE No. 1-410-778-0364  
E-MAIL: rkssurveys@live.com

DRAWN BY RKS

SCALE 1"=40'

DATE 1/29/15

JOB No. TMB-P117ex

FOLDER Korell-James