

**TOWN COUNCIL OF CENTREVILLE
RESOLUTION 02-2022**

**A RESOLUTION OF THE TOWN COUNCIL OF CENTREVILLE TO AUTHORIZE THE
EXECUTION OF A LICENSE AGREEMENT TO ALLOW A FENCE TO BE REPLACED
AND EXPANDED IN THE UNIMPROVED PORTION OF BROOKFIELD DRIVE NEAR
ITS INTERSECTION WITH MARYLAND ROUTE 213**

WHEREAS, the Town is the owner of Brookfield Drive in North Brook Phase II as shown as “Brookfield Drive” on the Plat entitled “Final Subdivision Plat of Phase Two of NORTH BROOK”, which plat is recorded among the Plat Records of Queen Anne’s County, Maryland in Plat Book SM 32 folio 86-E (the “Plat”), by virtue of a deed dated December 26, 2012, and recorded in the Land Records for Queen Anne’s County, Maryland in Liber 2160, folio 001 (“Brookfield Drive”);

WHEREAS, the North Brook Phase II Homeowners Association, Inc. proposes to replace and expand an existing fence on the unimproved portion of Brookfield Drive near its intersection with Maryland Route 213 and partially within a 20-foot-wide emergency fire lane;

WHEREAS, the Town is willing to allow the replacement and expansion of the fence subject to the terms and conditions as set forth in the Revocable License Agreement, attached hereto as Exhibit A.

NOW THEREFORE, the Town Council of Centreville hereby resolves as follows:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Resolution;

Section 2. The Town Manager is hereby authorized to execute and deliver the Revocable License Agreement, a true and correct copy of which (save for executing and dating) are attached to this Resolution as Exhibit “A”;

Section 3. The Town Manager may make any non-substantive changes to the attached documents necessary to effectuate the purpose of this Resolution;

Section 4. The Town Manager is hereby authorized to take whatever additional actions are reasonably necessary to effectuate the terms of this Resolution;

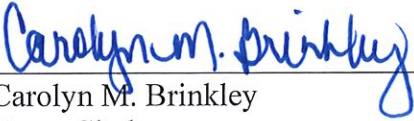
Section 5. This Resolution shall be effective immediately.

READ AND PASSED THIS 7th day of April, 2022.


BY ORDER: We hereby certify that Resolution Number 02-2022 is true and correct and duly adopted by the Town Council of Centreville, Maryland.

ATTEST:

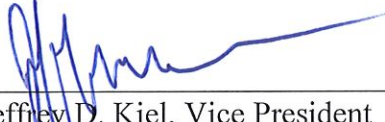
THE TOWN COUNCIL OF CENTREVILLE



Carolyn M. Brinkley
Town Clerk



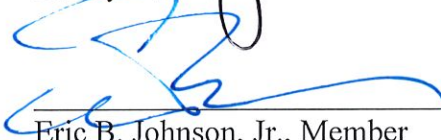
Steven K. Kline, President



Jeffrey D. Kiel, Vice President



Shelby C. Anania, Member



Eric B. Johnson, Jr., Member



Ashley H. Kaiser, Esq., Member

THIS REVOCABLE LICENSE AGREEMENT, made this 27th day of April, 2022, by and between THE TOWN COUNCIL OF CENTREVILLE, a municipal corporation of the State of Maryland, (“Grantor” and/or “Town”) and NORTH BROOK PHASE II HOMEOWNERS ASSOCIATION, INC. (“Grantee”).

WHEREAS, Grantor is the owner of Brookfield Drive in North Brook Phase II as shown as “Brookfield Drive” on the Plat entitled “Final Subdivision Plat of Phase Two of NORTH BROOK”, which plat is recorded among the Plat Records of Queen Anne’s County, Maryland in Plat Book SM 32 folio 86-E (the “Plat”), by virtue of a deed dated December 26, 2012, and recorded in the Land Records for Queen Anne’s County, Maryland in Liber 2160, folio 001 (“Brookfield Drive”);

WHEREAS, Grantee proposes to replace and expand an existing fence on the unimproved portion of Brookfield Drive near its intersection with Maryland Route 213 and partially within a 20-foot-wide emergency fire lane;

WHEREAS, Grantee has requested a license to permit replacement and expansion of the fence in the areas as shown on the attached Exhibit A; and

WHEREAS, Grantor is willing to grant this revocable license agreement to allow the replacement and expansion of the fence, subject to the terms hereof.

WITNESSETH, that for no monetary consideration, the parties covenant as follows:

1. Grant of License. The said Grantor does hereby grant and convey unto Grantee, a revocable license, to allow the replacement and expansion of a fence within the Brookfield Drive right of way within the cross-hatched area as shown on the attached Exhibit A (the “License Area”). Grantee may replace the existing split rail fence with a 6-foot vinyl fence. Grantee shall install a 12-foot gate that will open in the easterly direction. The pins used to secure the bottom of each side of the gate and any latch higher on the gate to keep the gate from blowing in the wind shall be mounted without any lock on the westerly Rt. 213 side to allow emergency vehicles to maneuver through the

gate. The center of the gate should align with the center of the concrete pipes in the ditch so that an emergency vehicle crossing over the ditch will be centered with the gate access. The fence in the southerly direction will connect with the existing vinyl fence of Lot 190, and the fence in the northerly direction can either end where the existing split rail fence ends or may extend no more than eight (8) additional feet.

2. Repair and Maintenance. It shall be the responsibility of the Grantee, at its sole cost and expense, to keep the License Area in a state of good repair and maintenance at all times, consistent with its use. The Grantee's obligation to maintain the license area shall remain in effect as long as this license agreement is in effect.

3. Expansion. No expansion of the License Area shall be permitted without the written consent of the Grantor.

4. Revocability. In the event the Town ever decides to extend Brookfield Drive or ever decides that it needs the License Area for some other purpose, the Town may revoke this License Agreement. If the License Agreement is revoked pursuant to this section, the Grantee shall remove the fence at its cost and expense within ninety (90) days of such revocation.

5. Indemnification. The Grantee shall indemnify and hold the Town harmless with respect to any claims, liabilities, or expenses incurred by the Town as a result of it granting the license pursuant to this License Agreement.

6. Fees. Grantee agrees to pay all fees and expenses including attorney's fees incurred in preparing this License Agreement and maintaining the License Area.

7. Attorneys' Fees Upon Breach. If the Grantee breaches any part of this Agreement, Grantee shall pay the reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Grantor in enforcing the provisions of this License Agreement with respect to said breach or in obtaining damages therefore.

8. Recitals. The provisions stated and contained in the recitals above are intended to be a material part of this agreement and are not merely prefatory in nature.

9. Binding Effect. This License Agreement shall be binding and shall inure to the benefit of the parties hereto, their successors, and assigns.

10. Recordation. This License Agreement shall be recorded in the Land Records for Queen Anne's County, Maryland.

ATTEST:

THE TOWN COUNCIL OF CENTREVILLE

Carolyn M. Brinkley

By: [Signature]
Charles M. Koogle, Town Manager

NORTH BROOK PHASE II HOMEOWNERS ASSOCIATION, INC.

Betty Jean Hall

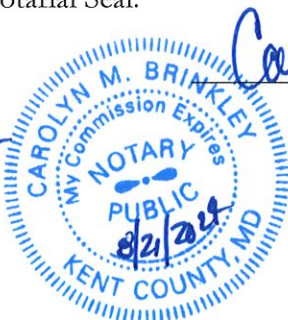
By: [Signature]

STATE OF MARYLAND, COUNTY OF KENT, TO WIT:

I HEREBY CERTIFY, that on this 27th day of April, 2022, before me, the subscriber, a Notary Public of the State of Maryland, County of Kent, personally appeared Charles M. Koogle, known to me (or satisfactorily proven) to be the Town Manager of the Town Council of Centreville and that he, being authorized to do so, acknowledged he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires: 8/21/2024

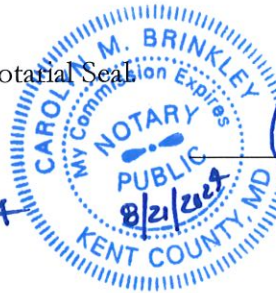


Carolyn M. Brinkley
Notary Public

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

I HEREBY CERTIFY, that on this 26th day of April, 2022, before me, the subscriber, a Notary Public of the State of Maryland, County of Kent, personally appeared David Levasseur known to me (or satisfactorily proven) to be the President of the North Brook Phase II Homeowners Association, Inc. and that he/she being authorized to do so, acknowledged he/she has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal



Carolyn M. Brinkley
Notary Public

My Commission expires: 8/21/2024

CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Sharon M. VanEmburch

Sharon M. VanEmburch, Attorney at Law



DISCLAIMER: Property information contained on this map is for reference purposes only and is NOT to be construed as a "legal description". The map scale displayed is not accurate and serves as a general representation only.

