

**TOWN COUNCIL OF CENTREVILLE
RESOLUTION 12-2016**

**A RESOLUTION OF THE TOWN COUNCIL OF CENTREVILLE TO AUTHORIZE THE
EXECUTION OF A LICENSE AGREEMENT TO ALLOW THE ENCROACHMENT INTO A
LANDSCAPE AND DRAINAGE EASEMENT FOR A DECK**

WHEREAS, Michelle Oles (formerly Michelle L. Eveses) has requested permission to build a deck on her property located at 203 Brookfield Drive which will encroach into a 25 foot landscape and drainage easement on the property;

WHEREAS, the Town wishes to consent to the granting of a license to allow the construction of the proposed deck, subject to the terms and conditions as set for in the 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 be, and is hereby authorized to execute and deliver the 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 5th day of January, 2017.

BY ORDER: We hereby certify that Resolution Number 12-2016 is true and correct and duly adopted by the Town Council of Centreville, Maryland.

ATTEST:



Carolyn M. Brinkley, Town Clerk

THE TOWN COUNCIL OF CENTREVILLE



George G. Sigler, President



Timothy E. McCluskey, Vice President



Jim A. Beauchamp, Member

THIS EASEMENT, made this 23rd day of January, 2017, by and between THE TOWN COUNCIL OF CENTREVILLE, a municipal corporation of the State of Maryland, ("Town") and MICHELLE OLES (FORMERLY MICHELLE L. EVEGES) ("Owner") and NORTHBROOK PHASE II & III COMMUNITY ASSOCIATIONS, ("Association").

WHEREAS, Owner is the owner of 203 Brookfield Drive, in Centreville, Maryland, which is Lot 193 as shown on the plat entitled "Final Subdivision Plat of Phase Two of NORTHBROOK", which plat is recorded among the Land Records of Queen Anne's County, Maryland in Plat Book SM 32 folio 86-E (the "Plat"), by virtue of a deed dated March 18, 2011, and Recorded in the Land and Records for Queen Anne's County, Maryland in Liber 2016, folio 686 (the "Property");

WHEREAS, the plat creates a "25' WIDE LANDSCAPE BUFFER & PRIVATE DRAINAGE EASEMENT" in favor of the Association (the "Easement");

WHEREAS, the drainage from the easement area runs into the Town's system;

WHEREAS, the Town has an interest in making sure the drainage within the easement area is not blocked;

WHEREAS, Owner proposes to construct a 14 foot by 28 foot deck that encroaches into the easement area 12.6 feet;

WHEREAS, Owner was granted a variance from the Centreville Board of Zoning Appeals from the setback requirements to permit construction of the deck within the Easement;

WHEREAS, one of the conditions of the variance was that Owner enter into this Agreement; and

WHEREAS, Town & Association are willing to allow such encroachment into the

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WHEREAS, the Town has an interest in making sure the drainage within the easement area is not blocked;

WHEREAS, Owner proposes to construct a 14 foot by 28 foot deck that encroaches into the easement area 12.6 feet;

WHEREAS, Owner was granted a variance from the Centreville Board of Zoning Appeals from the setback requirements to permit construction of the deck within the Easement;

WHEREAS, one of the conditions of the variance was that Owner enter into this Agreement; and

WHEREAS, Town & Association are willing to allow such encroachment into the

Easement, subject to the terms hereof.

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

1. Permission. Town and Association give permission to allow the construction of a 14 foot by 28 foot deck that encroaches into the Easement 12.6 feet as was approved by the Centreville Board of Zoning Appeals in case number V-2-16 (the "Variance Area").

2. Repair and Maintenance. It shall be the responsibility of the Owner, at its sole cost and expense, to keep the Variance Area in a state of good repair and maintenance at all times, consistent with its use and to not obstruct the drainage. The Owner's obligation to maintain the Variance Area shall remain in effect as long as this agreement is in effect.

3. Expansion. No expansion of the Variance Area shall be permitted without the written consent of the Town and Association.

4. Interference with Easement. In the event the deck interferes with the drainage or landscaping within the Easement, then either the Town or the Association shall notify the Owner, in writing. Owner shall promptly correct the interference. In the event that it is not possible to correct the interference, the Town or Association may require Owner to remove the encroachment at her cost and expense within ninety (90) days of the date of the written notice. In the event that Owner fails to take any action to remove any interference after receiving notice from the Town and/or Association and the expiration of the time for action has elapsed, the Town and/or Association may take the action to remove the interference and assess the cost therefore as a lien against the Property.

5. Indemnification. The Owner shall indemnify and hold the Town and Association harmless with respect to any claims, liabilities, or expenses incurred by the Town and

Association as a result of it giving permission for the encroachment pursuant to this Agreement.

6. Fees. Owner agrees to pay all fees, expenses and maintaining the Variance Area.

7. Attorneys Fees Upon Breach. If any party breaches any part of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the non breaching party in enforcing the provisions of this 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 Agreement with the land shall be binding and shall inure to the benefit of the parties hereto, their successors, and assigns.

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

11. Modification of Easement. The Association modifies the Easement to the minimum extent necessary to effectuate the construction and maintenance of the herein described deck.

ATTEST:

THE TOWN COUNCIL OF CENTREVILLE

Carolyn M. Brinkley

By: Steve Walls
Steve Walls, Town Manager

SC [Signature]

Michelle Oles
Michelle Oles, formerly Michelle L. Eveses

NORTHBROOK PHASE II & III COMMUNITY ASSOCIATION

By: [Signature]
DAVID E. LEVASSEUR Northbrook HOA Board Member

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY, that on this 9th day of January, 2017, before me, the subscriber, a Notary Public of the State of Maryland, County of Queen Anne's, personally appeared David Levasseur, known to me (or satisfactorily proven) to be the Board member 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.



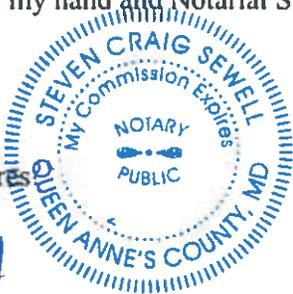
[Signature]
Notary Public

My Commission expires: 6/19/17

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY, that on this 11th day of June, 2017, before me, the subscriber, a Notary Public of the State of Maryland, County of Queen Anne's, personally appeared Michelle Oles, formerly Michelle L. Evesges, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purposes therein contained and she further acknowledged said instrument to be her act.

AS WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

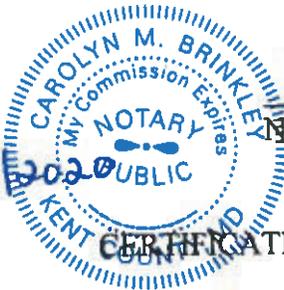
My Commission expires: 6/19/17

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of January, 2017, before me, the subscriber, a Notary Public of the State of Maryland, County of Kent, personally appeared Steve Walls, 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: 8/21/2020



Carolyn M. Brinkley
Notary Public

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.

S. Craig Sewell
S. Craig Sewell, Attorney at Law

Receipt Validation

Register 02
LR - Easement
(No-Taxes) Recording
Fee 20.00
Name: OLES
Ref:
LR - Easement
(No-Taxes) Surcharge 40.00
=====
SubTotal: 60.00
=====
Total: 60.00
01/26/2017 02:54
CC17-J0
#7683538 CC0204 -
Queen Anne's
County/CC02.04.02 -
Register 02



DOCUMENT VALIDATION
(excluded from page count for copies)

The Circuit Court for Queen Anne's County

Scott MacGlashan, Clerk
100 Court House Square
Centreville, Maryland 21617
410-758-1773
1-800-987-7591