

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council
Matthew Hull, Council
Sarah Baker, Council

Mayor & Council Minutes August 4, 2021

Approved

The monthly meeting of the Keedysville Mayor and Town Council was called to order at 7:00pm with the following present: Mayor Ken Lord, Assistant Mayor Brandon Sweeney, Council Members Judy Kerns and Matt Hull, Town Attorney Ed Kuczynski, Town Administrator Rick Bishop, Assistant Town Administrator Lisa Riner, and Deputy Tracey Peyton.

The minutes for the July 7, 2021 meeting were approved.

General Fund report was \$295,309.97.

Mayor Lord read the announcements from the agenda.

Community Deputy Report: Deputy Peyton said he completed 65 dedicated patrol checks, including the subdivisions and cemetery. He also completed 4 hours of foot patrol and 3 traffic assignments, where he issued 6 warnings and 4 citations. There was only one call for service in Town, which was a minor thing.

Ms. Riner said Keedysville will host the MML Dinner at the Gun Club on September 27, 2021.

Ms. Riner also said that in November, the Council will need to do some kind of Municipal Works Activity to receive the Banner Town Designation.

Ms. Riner noted that the first Sustainable Maryland meeting occurred last week, and training for the Green Team will take place Tuesday, August 24 at 7pm in Town Hall.

Road paving was not discussed since Ms. Baker was not present.

Mr. Sweeney said he had Glessner come out to look at installing cameras and a security system at Town Hall. The price to install two cameras is \$2,485.00, and the price for a touchscreen panel, motion detector, sounder, etc. with monitoring is \$1,420.00. This gives the Town a rough idea of how much it would cost to do something like this. Mayor Lord noted that this is not the company that does security in Taylor Park. Tele-Plus is the Park security company. The total from Glessner would be \$3,905 including one year of service. This does not include capability to buzz people in. Mr. Hull would like to get a quote from Tele-Plus as well. Mr. Sweeney will contact them.

Mr. Bishop said that he, Mr. Sweeney, and Ms. Riner went to the County Commissioners Meeting on July 20 to request that the County begin handling the Town's building permit process. The Commissioners approved entering into an MOU with the Town to begin processing Keedysville's permits. Now the Town just has to wait for the MOU to be drafted and for the County to complete work on their end before the they can begin issuing permits for Keedysville.

Ms. Riner noted that Pam Edwards completed the initial gardening work at Taylor Park and the Library, and Ms. Edwards has recommended that some other maintenance work be performed. Mr. Hull has received positive responses to her work so far. Ms. Riner is going to call an exterminator to get rid of the yellow jacket nests at the Park and by the Library. Mr. Hull recommended that the exterminator also do maintenance work on the Library. Mr. Bishop noted that she has given the Town a great deal on her work so far. Ms. Kerns noted that branches pile up in the Park by the pavilion and by the entrance to the North side. Mr. Bishop said Bryan Babbington can pick those up if we ask him to. Mr. Hull motioned to go along with Ms. Edwards at the rate for continued work on Park maintenance until the end of summer. Ms. Kerns seconded the motion. All voted in favor.

Mayor Lord announced that Town Administrator Rick Bishop will be leaving his position effective August 27. His last day will be August 13. Lisa Riner will be appointed as Acting Town Manager to carry on the functions until the Town officially appoints a new Town Manager. He and the Town all wish Rick the best in the future.

Mr. Bishop said the Town makes a \$100 donation to National Night Out every year. Last week Ms. Kerns urged the Town to go ahead and make the donation since the Town hadn't received the request yet and the event was yesterday. The donation has already been made.

Resident Tad proposed building a road between the Red Byrd and Taylor Drive because it can be dangerous to make that turn onto 34 between the two. He said people drive across it anyway because it's safer. Mr. Hull said the Town doesn't own that land. Tad would need to speak to the property owner, Fred George, and then put together a proposal to bring to the Town.

Justin Holder sent an email to the Town regarding a property dispute with the MD Department of Natural Resources. That email and its attachment will be made part of the minutes of this meeting. He also sent an email regarding a letter that he sent to the state's attorney regarding charges against him that were dropped. That will also be made part of the minutes of this meeting.

Ms. Kerns said she thinks we need to get someone to clean up 15 South Main Street because our weeds are bad there. Mr. Bishop will ask Randy Heavner to clean that up.

Meeting adjourned at 7:22pm.

Respectfully Submitted,
Lisa Riner
Assistant Town Administrator

Justin Holder sent an email to the Town regarding a property dispute with the MD Department of Natural Resources. That email and it's attachment will be made part of the minutes of this meeting.

From: Justin Holder <jholder2004@gmail.com>
Sent: Thursday, July 15, 2021 3:55 PM
To: Town Hall
Cc: Iriner@keedysvillemd.com; Town of Keedysville
Subject: August M and C comments
Attachments: DNR charges.pdf

To whom it may concern:

The Town was kind enough to post letter to Deputy States Attorney Joseph Michael a few monthes ago.

The State's Attorney declined to prosecute the case.

I am disappointed the State would involve itself at all in Private Property Disputes.

"To permit a prosecuting attorney to have an interest of any nature whatsoever in any civil proceedings, directly or indirectly, and which proceedings involve similar facts or the same subject matter as a criminal prosecution then pending or thereafter initiated, can only give rise to suspicion concerning and relating to the motives of the prosecuting attorney involved, **and bring such office into disrepute with the public.**" [Emphasis Added] [163 A.2d at 229-31](#)

Please post my comments as part of the record.

That State recognized it can not prove the goodness of its title beyond a reasonable doubt.!

Respectfully,

Justin Holder



DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN HOLDER

308 W. CHAPLINE ST.
SHARPSBURG, MD, 21782-0000

Case Number: D-112-CR-20-004016
CC#: SID: LocID:
Eyes: Blue Hair: Height: 6 Ft. 0 In. Weight:
Race: White Sex: M DOB: 07/05/1977 DL #:

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. TRESPASS-POSTED PROPERTY

Plea - Other Plea Verdict - Nolle Prosequi

2. TRESPASS: PRIVATE PROPERTY

Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: \$0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult

http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at <http://www.mdcourts.gov/district>.

Tracking Number: 181001697800,181001697800

07/15/2021

Defendant

JUSTIN HOLDER



DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number: NR00F0M0T
CC#: SID: LocID:
Eyes: Hair: Height: 6 Ft. 1 In. Weight: 202 Lbs.
Race: White Sex: M DOB: 07/05/1977 DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

I. DISTURB A PLANT, ROCK, MINERAL
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: \$0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

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Tracking Number:

07/15/2021

Defendant

JUSTIN KYLE HOLDER



DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number: NR00H0M0T
CC#: SID:
Eyes: Hair: Height: 6 Ft. 1 In.
Race: White Sex: M DOB: 07/05/1977
LocID: Weight: 202 Lbs.
DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. DRIVING IN A NON-DESIGNATED AREA
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: \$0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult

[http://www.marylandattorneygeneral.gov/Forms/Form 77R gun questions.pdf](http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf) or contact Maryland State Police Licensing Division at: 410-653-4500.

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Tracking Number:

07/15/2021

Defendant

JUSTIN KYLE HOLDER



DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number: NR00G0M0T
CC#: SID: LocID:
Eyes: Hair: Height: 6 Ft. 1 In. Weight: 202 Lbs.
Race: White Sex: M DOB: 07/05/1977 DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. DESTROY A TREE

Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: \$0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

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Tracking Number:

07/15/2021

Defendant

JUSTIN KYLE HOLDER



DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number:	NR00J0M0T	LocID:	
CC#:	SID:	Weight:	202 Lbs.
Eyes:	Hair:	Height:	6 Ft. 1 In.
Race: White	Sex: M	DOB:	07/05/1977
		DL #:	H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. PRIVATE CLEARING ON STATE PARK LANDS
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: \$0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

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Tracking Number:

07/15/2021

Defendant

JUSTIN KYLE HOLDER

Lisa Riner

From: Justin Holder <jholder2004@gmail.com>
Sent: Tuesday, August 3, 2021 8:27 AM
To: Town Hall
Cc: Iriner@keedysvillemd.com; Town of Keedysville
Subject: Fwd: Your Very Good Advice - Lillie White
Attachments: JBRRQC Fully Executed.pdf

Please add this letter to the states attorney to the package of dropped charges I sent earlier explaining my frustration and problems caused by the prosecutor interfering in 3rd party civil matters.

Thanks,

Justin

----- Forwarded message -----

From: Justin Holder <jholder2004@gmail.com>
Date: Fri, Jul 23, 2021, 1:48 PM
Subject: Your Very Good Advice - Lillie White
To: <jmichael@washco-md.net>

Dear Mr. Michael,

I write to you to thank you for your advice. I realize the benefit of wearing the white hat in a property dispute if you require the Chancellor in Equity. I respect your knowledge and your "school of hard knocks" has been well taught.

I know you are a busy man, and I appreciate your service to the community. I also understand the broad use of "Prosecutorial Discretion", and that my objections to how the Honorable Prosecutor uses his discretion is at the ballot box. I also have enjoyed the expedient results of a man's confidence. There is a Public benefit to transparency that can weigh heavily on the burden of the government to expedite. I am writing to you to conserve as many resources as possible.

In an email last fall to Mr. Grievell you called me "a fraud, bootstrapping up a colorable claim". I used those exact words yesterday to describe the DNR quoting you Mr. Michael, and I will explain why. I included the entire response to "number 9" from DNR below my signature, as well as case law in which the Honorable Judge CHASANOW used the exact term as the Honorable Prosecutor.

The nature of property the DNR has acquired in the Railroad we were discussing in the aforesaid fall 2020 email, was the subject of Interrogatory "number 9". In the DNR response to "number 9" the DNR craftily avoided claiming fee simple ownership to the railroad. The DNR stated "in the vicinity" they had a "fee simple interest"; which is true, on Main Street the Deed in question had rights to fee simple land at the train station. Furthermore the DNR creatively tried to use a "parcel of land" to create a fee simple estate. Even in the granting clause, such as in *DC TRANSIT v. State Rds. Comm'n*, 290 A. 2d 807 - Md: Court of Appeals 1972, the term "parcel of land" was just unconvincing to prove intent of the Grantor's intent to grant fee simple estate to the wise Jurors in red robes.

I have attached my fully executed deed to the Railroad as you have requested to see. I have held an equitable title for more than a year. I am seisen in the entirety of my freehold estate and Equity will entertain jurisdiction when a party is in possession. I shall appear before the Chancellor with clean hands if I so require equity. However I hold the Record and recorded title is the LAW, as harsh as it may be see *Beins v. Oden*, Md: Court of Special Appeals 2004(below). This is our system of Real Property, born from the common man, that has fared us well for centuries.

I am not satisfied with the Justice being done right now. I see long term harm to the constitution and society when the Prosecutor interferes in 3rd party civil disputes. Just like any citizen I appreciate the service of my elected officials, but also demand accountability. I am writing to you humbly as a man who has paid a debt to society for a mistake in my past. I understand men are imperfect by the design of our creator; and we must work together to create a more perfect union.

I appreciated the advice last fall, and took it for what it was worth. I hope my letter is valued by the Honorable Prosecutor the same.

Respectfully,

Justin Holder

"Number 9"

"The Quitclaim Deed dated September 6, 1991 recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796, conveyed to DNR a **fee simple interest** in the properties described in the Deed. **Specifically in the vicinity** of the properties at issue in this case, a deed by Samuel Cost to the Washington County Rail Road Company recorded in the Land Records of Washington County, Maryland at IN 18-488 dated 1866 conveyed '**all that part and parcel of ground**' and contained the following description 'Begin at the center line of the road bed...on the boundary line of the land of Samuel Cost...and extending 33 feet in each direction at right angles to the center line...and extending in addition thereto one foot and a half horizontally for every one vertical foot of any embankment... and one foot horizontally for any cut ... through the said land.'" [Emphasis Added] *DNR Answer to Interrogatory 9 from Plaintiff Estes* case c-21-cv-20-000430.

"Bootstrap"

"[DNR]further attempt to **bootstrap the description of [IN-18 488] as a 'parcel of land'** into the granting clause to show that an estate in fee of the right-of-way was intended to be conveyed. As noted above, the description of [IN-18 488] is found in a separate paragraph of the deed, which summarizes [IN-18 488] as a 'parcel of land... being a strip of land fifty [33] feet wide on each side of the center line of the [Washington County Railroad] through the land of [Sam Cost]'......Finally, that the [1866] deed conveyed an easement seems compelled by our holding in *D.C. Transit I*, where the granting clause conveyed 'all the piece or parcel of land' and the only reference to a right-of-way was in the deed's habendum clause. The deed in the instant case contains nearly identical language as in *D.C. Transit I* ('right of way' and 'parcel of land'), but it more clearly indicates an easement was granted than *D.C. Transit I* since the granting clause directly conveys a right-of-way and the only reference to a 'parcel of land' is in the descriptive clause—the opposite locations in which the phrases were used in the deed at issue in *D.C. Transit I*. **Therefore we find unconvincing [DNR's] creative attempt to argue that, given the definition of [IN-18 488] as a "parcel of land" in the descriptive clause, the 'right of way' in the granting clause refers not to the legal right to use the land but rather to the strip of land itself.**" [Emphasis Added] *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md: Court of Appeals 1999

"The LAW as Harsh As it May Be"

"The issue of the ramifications of the failure to record an encumbrance in the direct chain of title to a property was discussed by the Court of Appeals in *Lowes v. Carter*, 124 Md. 678 (1914). The Court held that the subsequent purchaser of the burdened property obtained title after the easement had become part of the public record and was therefore charged with implied notice of the existence of the easement and bound by it. *Id.* at 685-86. The practical effect of *Lowes* is that "in Maryland one is bound by every express encumbrance on his property which he could have found in the records." *Steuart Transportation Company v. Ashe*, 269 Md. 74, 95 (1973) (quoting Roger D. Redden, *Equitable Enforcement of Implied Restrictions on the Use of Land*, 16 Md. L. Rev. 51, 59 (1956)). The Court in *Steuart* recognized that the rule that a person is bound by what could be found using the grantor-grantee index is a harsh one but is nevertheless 'well established in this State.' *Id.* at 96. *Beins v. Oden*, Md: Court of Special Appeals 2004

Quitclaim Deed

This Quitclaim Deed, made this 22nd day of June, 2021, by **Jennifer Butts Baker (formerly, Jennifer Dorsey Butts; formerly, Jenifer Susan Dorsey)** ("Grantor") and **Justin Holder** ("Grantee"):

Whereas, Grantor acquired a parcel of land by virtue of a Deed dated August 31, 1984, and recorded among the Land Records for Washington County, Maryland at Liber 772, folio 1069; and

Whereas, by virtue of said Deed recorded at Liber 772, folio 1069, Grantor acquired fee simple title to the lands described as Tract No. 1 of Parcel No. 3 in that Deed dated April 14, 1978, and recorded among the Land Records for Washington County, Maryland at Liber 659, folio 580 (said Tract No. 1 of Parcel No. 3 of said Deed recorded at Liber 659, folio 580 is hereinafter referred to as "**Grantor's Lands**"); and

Whereas, on November 3, 2020, Grantor quitclaimed to Grantee Justin Holder of Washington County, Maryland all rights, title and interest in and to such portions of the aforesaid Grantor's Lands that remained in Grantor's title, by Deed recorded at Liber 6414 Folio 219 among the Land Records of Washington County ; and

Whereas, Samuel Cost of Washington County Maryland, Predecessor in Title to Grantor, by Deed dated October 30, 1866 and recorded at Liber I.N. 18, folio 488 among the Land Records of Washington County, granted to the Washington County Railroad Company, a *quasi*-public corporation incorporated by chapter 334 of the Acts of Assembly of 1864, some rights and interest "through the land of the said Samuel Cost," as more particularly described in said Deed ; and

Whereas, Grantor is heir to both Samuel Cost of Washington County, Maryland and his son, Aaron Cost (also a predecessor in title to the Grantor), and, therefore, to the extent that any

JBB

prior land instrument failed to convey all of Samuel Cost's or Aaron Cost's Fee Simple or other remaining right, title, interest, and estate in and to any rights in any lands lying within the bounds of the former Washington County Railroad Company Right-of-Way, title to any of said lands remains in the Grantor; and

Whereas, the Deed recorded at Liber I.N. 18, folio 488 of the Land Records of Washington County expressly describes the metes and bounds of the grant therein of rights through the land of Samuel Cost as beginning "at a point on the center line of the road bed of the Washington County Rail Road Company as the same would be when built"... "and extending from said point on the center line of said road bed as the same would be as aforesaid," i.e., "when built;" and

Whereas, to the extent that the extent and definition of the rights granted to the Washington County Rail Road Company were dependent upon the "center line of the road bed of the Washington County Rail Road Company as the same would be when built," and to the extent that the rights were granted by Samuel Cost to the Washington County Rail Road Company as a *quasi*-public company incorporated by Chapter 334 of the Acts of Assembly of 1864, which said company was granted, by the said Act, only a limited right "to construct a road or roads from Hagerstown to any point on the line of the Baltimore and Ohio Railroad east of Harper's Ferry ... not exceeding sixty-six feet wide," and "after the purchase and condemnation thereof ... may enter upon and use and excavate any land that may be wanted for the site of the said railroad," then, the rights acquired by the said Washington County Rail Road Company were limited to the purpose of operating a Railroad; and

Whereas, CSX Transportation was Successor in Interest to Baltimore and Ohio Railroad, and Baltimore and Ohio Railroad was Successor in Interest to Washington County Rail Road Company; and

Whereas, Baltimore and Ohio Railroad as Successor in Interest to Washington County Railroad Company, expressed its decisive intent and objective manifestation of the same in Interstate Commerce Commission Docket AB 19 SUB 20 on March 18th, 1975, and in all related proceedings following thereafter, **ABANDONING** the **RIGHT OF WAY** commonly known as the "Washington County Branch of the Baltimore and Ohio Railroad;" and

Whereas, Baltimore and Ohio Railroad as Successor in Interest to Washington County Rail Road Company, did notoriously and overtly remove all tracks, rails and bridges within the

JBB

Metes and Bounds of aforesaid **ABANDONED RAILROAD RIGHT OF WAY** as it crossed **THROUGH THE LANDS** of Samuel Cost; and

Whereas, the Roadbed of aforesaid Washington County Rail Road Company, is and was, as of the time the tracks and bridges were removed, **NO LONGER BUILT** and the **ABANDONED RAILROAD RIGHT OF WAY** as it crossed **THROUGH THE LANDS** of Samuel Cost is and was no longer in service as a railroad; and

Whereas, "[t]he general rule is that the right and title to a mere easement in land acquired by a *quasi*-public corporation, either by purchase, condemnation or prescription, for a public purpose is dependent upon the continued use of the property for that purpose, and when such public use is abandoned the right to hold the land ceases, and the property reverts to its original owner or his successors in title." *Maryland & Pa. R. Co. v. Mercantile-Safe Deposit & Trust Co.*, 224 Md. 34 (1960); and

Whereas, to the extent that Samuel Cost, Aaron Cost, or their heirs, retained any right, title, interest, or estate in and to any of the lands within the metes and bounds of the grant of the railroad right of way by Samuel Cost by the Deed recorded at Liber I.N. 18, folio 488, and to the extent that said rights did not convey unto the Grantor solely by virtue of that Deed recorded at Liber 772, folio 1069, and to the further extent that the Grantor has inherited any or all of said rights, title, interest or estate in and to the said lands, the Grantor, heir to Samuel Cost and Aaron Cost, desires to quitclaim unto the Grantee any and all of her remaining rights, title and interest, estate and appurtenances thereto, in and to any and all of the lands as contained in the Metes and Bounds description of Indenture dated September 10th, 1832 to Samuel Cost of Washington County, Maryland by David Hess of Montgomery County, Ohio, *et al.*, recorded among Land Records of Washington County at Liber N. N., folio 520, to include specifically, and without limitation, any rights, title, interest and estate in any portion of land through the said lands of Samuel Cost, commonly known as the "Abandoned Railroad". Said lands and all rights, title, interest and estate in said lands as described in this paragraph shall be referred to hereafter as the "Lands Remaining in Cost."


Now Therefore Witnesseth: That, for and in consideration of the sum of **\$500.00**, the receipt and sufficiency of which by the Grantor is hereby acknowledged, said Grantor does hereby grant, convey, release, assign and quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the Grantor's rights, title, interest, and estate in any and all of the Lands Remaining in Cost as the title to the same shall remain in the Grantor as of the date of this

JBB

Quitclaim Deed, and all rights and appurtenances thereto, including but not limited to: (a) such of those lands as are more specifically described in that certain DESCRIPTION OF REMAINING LANDS OF PARCEL No. 3, Liber 659, folio 580 dated August 7, 2020, prepared by George E. Nagel, Professional Land Surveyor of Fox & Associates, Inc., a true and accurate copy of which is annexed hereto and incorporated herein by reference; (b) the Lands Remaining in Cost, and (c) any and all of Grantor's Lands lying clear of any previous conveyance of Grantor out of the aforesaid Grantor's Lands.

Together With and Subject To all of the covenants, easements, rights of way, appurtenances, advantages and restrictions of record applicable thereto, including, specifically that Right of Way that was granted by that deed dated March 22, 1872 and recorded in W.McK.K. 6, folio 363 among the land records for Washington County, more specifically described therein as a Right of Way granted "unto the said David Kretzer his heirs and assigns forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of the said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thence along the Western boundaries of said road, South 30 3/4 degrees East 14 perches to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until — intersect the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill."

In Witness Whereof, the Grantor has executed this Quitclaim Deed on the date, month and year heretofore written.

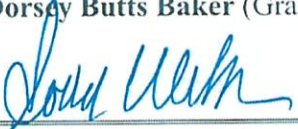

Grantor, Jennifer Butts Baker 6/22/2021
Grantor, Jennifer Dorsey Butts
Grantor, Jennifer Susan Dorsey

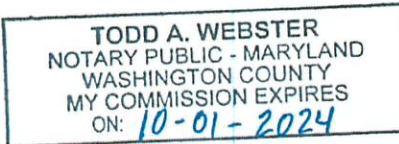

Witness 6/22/2021



STATE OF MARYLAND COUNTY OF WASHINGTON

This document was acknowledged before me on June 22nd, 2021 by **Jennifer Susan Dorsey Butts Baker** (Grantor) to be her act.

 (SEAL)
Signature of Notary



My Commission Expires: 10-01-2024

I hereby certify that the foregoing instrument was prepared by or under the supervision of the undersigned Adam D. Greivell, Esq., an attorney duly admitted to practice before the Court of Appeals of Maryland to the instrument.


Adam D. Greivell, Esq.

Mail to:

Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782





ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

981 Mt. Aetna Road
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853
Email: foxhagerstown@foxassociatesinc.com

August 7, 2020

DESCRIPTION OF
REMAINING LANDS OF
PARCEL No. 3
Liber 659, folio 580

Situate southeast of Stonecrest Circle and northeast of Dogstreet Road in District Number 19, Washington County, Maryland.

Beginning at a stone found, said stone being at the beginning of the 12th or South 24° West 27 ½ perch line of Parcel No. 4 in a deed from J. Albert Shank and Frances S. Harp, Attorneys in fact for Sarah E. Shank, and Sarah E. Shank to Roy G. Reeder and Mae M. Reeder, dated April 30, 1945 and recorded in Liber 230 at folio 139 among the Land Records of Washington County, Maryland, thence with the 12th or South 24° West 27 ½ perch line

- 1) South 24° 17' 24" West 451.29 feet to the beginning of the 13th or South 71° 45' West 31 7/10 perch line of Parcel No. 4 in the aforesaid deed, thence with a portion of said 13th line
- 2) South 71° 38' 43" West 23.68 feet to a rear corner of Lot 14 in the Stonecrest subdivision, said point being designated as "SBC FD" on Sheet 1 of 4 of a plat entitled "Final Plat - Stonecrest" and recorded as Plat No. 8292 -8295 among the Land Records of Washington County, Maryland, thence with the rear boundaries of Lots 10 - 14, as shown on Sheet 1 of 4 and Sheet 2 of 4 of said plat
- 3) North 24° 17' 24" East 484.83 feet to a mag nail found set in a large rock along the southwestern boundary of a parcel of land convey from CSX Transportation, Inc. to the State of Maryland, to the use of the Department of Natural Resources, by deed dated September 6, 1991 and recorded in Liber 1015 at folio 796 among the Land Records of Washington County, Maryland, thence with said southwestern boundary the following two (2) courses;
- 4) South 42° 40' 53" East 25.71 feet, thence
- 5) South 23° 53' 59" East 2.57 feet to point along the 11th or South 79° West 7 9/10 perch line of Parcel No. 4, thence with a portion of said 11th line
- 6) South 79° 17' 24" West 9.96 feet to the Point of Beginning.

Containing 8,286 square feet or 0.19 acres of land more or less.

JB

Remainder of Parcel No. 3
Liber 659, folio 580
Page 2 of 2

Being part of Parcel No. 3 described in a deed from Vincent R. Groh, Personal Representative of the Estate of Charles Dudley Pry to Leonard Leroy Dorsey and Susan P. Dorsey, Guardian of the property of Jennifer Susan Dorsey, dated April 14, 1978 and recorded in Liber 659 at folio 580 among the Land Records of Washington County, Maryland.

The bearings described above are in the datum of the Maryland Coordinate System NAD 83(2011).

This description was either personally prepared by me or I was in responsible charge of the preparation and the surveying work reflected in it, all in compliance with the requirements set forth in COMAR 09.13.06.12 in effect at the time of this work.



George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2020



INTERSTATE COMMERCE COMMISSION

CERTIFICATE AND DECISION

Docket No. AB-19 (Sub-No. 20)

SERVICE DATE

JUN 22 1978

WASHINGTON COUNTY RAILROAD COMPANY AND THE BALTIMORE AND OHIO RAILROAD COMPANY ABANDONMENT PORTION HAGERSTOWN BRANCH BETWEEN WEVERTON AND HAGERSTOWN, ALSO PORTION OF THE ANTIETAM BRANCH NEAR SECURITY, ALL IN WASHINGTON COUNTY, MD

Decided June 19, 1978

I have considered the record in this proceeding, including the administratively final decision served April 27, 1978, in which the Commission, Division 2, acting as an Appellate Division, affirmed the decision of the Administrative Law Judge served November 8, 1977, which authorized the abandonment by the Washington County Railroad Company of the portion of its Hagerstown Branch between Valuation Station 0+00 at Weverton, MD, and Valuation Station 980+00 at or near Roxbury, MD, and the portion of its Security Branch between Valuation Stations 65+71 and 130+00 at or near Security, MD, and that the present and future public convenience and necessity permit the abandonment by The Baltimore and Ohio Railroad Company of operations over said lines of railroad. The decision served November 8, 1977, also provided that any person, including a government entity, would be given the opportunity to make an offer of financial assistance to the carrier applicant, within 15 days of date of publication of the Commission's findings in the Federal Register, by filing with the Commission an offer containing the evidence specified in Procedures for Pending Rail Abandonment Cases, 41 Fed. Reg. 13691 (1976).

The notice of findings was published in the Federal Register on May 23, 1978. The time for the filing of offers of financial assistance has expired without a bona fide offer. In the absence of such an offer, an appropriate certificate and decision should be entered.

It is certified that the present and future public convenience and necessity permit abandonment of the above-described line, subject to the appropriate conditions for the protection of railway employees as specified in the prior decision and further that (1) Washington County Railroad Company and The Baltimore and Ohio Railroad Company shall not sell, lease, exchange, or otherwise dispose of the right-of-way underlying the track, all bridges, and all culverts on the line for a period of 120 days from the service date of this certificate and decision unless said property has first been offered upon reasonable terms, to responsible persons interested in acquiring the property for public use and (2) in the event that a public or private organization interested in acquisition of the right-of-way does not come forward within the above-specified 120 day period, then applicants shall include in any contract for sale of the abandonment property the following: (a) that the subsequent purchaser of said property submit plans for future use of the property, including bridge structures, to the Commission and the Historic Preservation Council for review; and (b) that in the event the bridge is eventually demolished, the subsequent purchaser will, prior to demolition, ensure

that appropriate measures are taken to adequately record the structure according to standards prescribed by the Historic American Engineering Record.

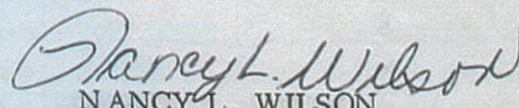
It is ordered:

(1) This certificate and decision shall take effect and be in force on the date it is served. Tariffs applicable to the line permitted to be abandoned may be canceled upon not less than 10 days' notice to this Commission and to the general public by filing and posting in the manner prescribed by the Commission under Section 6 of the Interstate Commerce Act. When filing schedules cancelling tariffs applicable to such line, the applicants shall, in such schedules, refer to this certificate and decision date and docket number.

(2) If the authority granted by this certificate and decision is exercised, applicants shall submit two copies of the journal entries showing the retirement of the line from service, and shall advise this Commission in writing, immediately after abandonment of the line of railroad, of the date on which the abandonment actually took place.

(3) If the authority granted in this certificate and decision is not exercised within one year from its effective date, it shall be of no further force and effect.

By the Commission, Robert J. Brooks, Director, Office of Proceedings.


NANCY L. WILSON
Acting Secretary

(SEAL)

René J. Gunning
General Attorney
Law Department

 Chessie System

2 North Charles Street
Baltimore, Maryland 21201
301 237 3811

December 6, 1978
File MD-6

FILE IN DOCKET

FILE IN DOCKET

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Constitution Avenue & 12th Street, N.W.
Washington, D.C. 20423

Re: Washington County Railroad Company and
Baltimore and Ohio Railroad Company-
Abandonment portion Hagerstown Branch
between Weverton and Hagerstown, also
portion of the Antietam Branch near
Security, all in Washington County,
Maryland -
Docket No. AB-19 (Sub No. 20)

Dear Mr. Homme:

By certificate and decision dated June 19, 1978
(served June 22, 1978), the Commission authorized the captioned
abandonment.

Please be advised that the abandonment authority was
exercised at 12:01 AM, November 15, 1978.

Copies of the journal entries in this regard will be
forwarded to the Commission in due course.

Very truly yours,

René J. Gunning

RJG:awc

INTERSTATE
COMMERCE COMMISSION
WASHINGTON

DEC 10 1978

ADMINISTRATIVE SERVICES
MAIL UNIT

RECEIVED
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WASHINGTON
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The Chesapeake and Ohio Railroad

The Baltimore and Ohio Railroad Company

APR 10 1979

ACAR/MJ


Mr. B. G. Lawler
Assistant Vice-President
& Comptroller
Chessie System
2 North Charles Street
Baltimore, Maryland 21201

Dear Mr. Lawler:

Thank you for your letter of April 4, 1979, submitting the accounting for the authorized abandonments of the Hagerstown and Antietam branches that had been inadvertently omitted from your original submission to us of February 2, 1979.

The accounting is acceptable and our file on this matter will be closed.

Sincerely yours,


Aubrey H. Herndon, Jr.
Chief, Interpretations Branch

bc: Regional Auditor - Philadelphia
✓ Room 1221 for insertion in AB 19 (Sub. 20)

On this first day of June, in the year eighteen hundred and sixty six, before the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, aforesaid, personally appeared Jacobariah B. Claggett, and acknowledged the foregoing deed to be his act.

Wm. M. Fries, J. P.

Stamp 100

At the request of the Wash. Co. Rail Road Co. the following deed was recorded Oct. 30th 1866

This Deed, made this twenty third day of April, in the year one thousand eight hundred and sixty six, between James H. Claggett and Elizabeth Ann Claggett his wife, of Washington County in the State of Maryland, of the one part and the Washington County Rail Road Company, a Corporation duly incorporated under the laws of Maryland of the other parts, Witnesseth, that the said parties of the first part herefor, for and in consideration of the sum of eight hundred and seventy five dollars do grant unto the said party of the second part herefor, all that piece or parcel of ground, in Washington County of the State of Maryland, which is contained within the meters and bounds following, that is to say: Beginning for the same, at a point on the centre line of the road bed of the Washington County Rail Road Company, as the same would be when built, upon the line of the said Washington County Rail Road Company, or now located through the land of the said James H. Claggett and on the boundary line of the land of the said James H. Claggett, and extending from said point on the centre line of said road bed, as the same would be as aforesaid, thirty three feet in each direction, at right angles to the said centre line, and extending in addition therefor, one foot and a half horizontally for every one foot vertical foot of any embankment, and one foot horizontally for every vertical foot of any cut through the said lands, the said distance to be calculated from a slope drawn on each side of said centre line, at a point thirty three feet from the centre line, and running from each end of said line of sixty six feet wide, with the addition herebefore referred to by parallel or baring lines, on a level with the road bed, and sixty six feet apart, with the necessary additions for slopes of excavations and embankments, through the land of the said James H. Claggett, it being the intention of this deed, to grant to the said Washington County Rail Road Company, land to the width of thirty three feet on each side of the centre line of the said road bed, as the same would be when built, with the necessary additions aforesaid, through the entire land of the said James H. Claggett, in Washington County aforesaid. Witness our hands and seals.

Amanda Garrett
John H. Lindsay

James H. Claggett
Elizabeth Ann Claggett

State of Maryland Washington County, to wit;

On this twenty third day of April, in the year eighteen hundred and sixty six, before the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, aforesaid, personally appeared James H. Claggett and Elizabeth Ann Claggett his wife and each acknowledged the foregoing deed to be their act.

G. G. Potter, J. P.

Stamp 50

At the request of the Wash. Co. Rail Road Co. the following deed was recorded Oct. 30th 1866

This Deed, made this seventh day of April, in the year one thousand eight hundred and sixty six, between Samuel Scott of Washington County, in the State of Maryland, of the one part and the Washington County Rail Road Company, a

Corporation, duly incorporated under the laws of Maryland of the other part: Witness that the said party of the first part here, for and in consideration of the sum of one hundred and twenty five dollars, doth grant unto the said party of the second part here all that piece or parcel of ground, in Washington County of the State of Maryland, which is contained within the metes and bounds following, that is to say, beginning for the same at a point on the centre line of the road bed of the Washington County Rail Road Company, as the same would be when built, upon the line of the Washington County Rail Road Company, as now located, through the land of the said Samuel Cort, and on the boundary line of the land of the said Samuel Cort, and extending from said point on the centre line of said road bed, as the same would be as aforesaid, thirty three feet in each direction at right angles, to the said centre line, and extending, in addition, thereto one foot and a half horizontally for every one vertical foot of any embankment, and one foot horizontally for every vertical foot of any cut, through the said land, the said distance to be calculated from a slope drawn on each side of said centre line, at a point thirty three feet from the centre line and running from each end of said line of sixty six feet wide, with the additions hereinbefore referred to, by parallel or varying lines, on a level with the road bed, and sixty six feet apart with the necessary additions, for slopes of excavations and embankments, through the land of the said Samuel Cort, it being the intention of this deed, to grant to the said Washington County Rail Road Company, land to the width of thirty three feet, on each side of the centre line of the said road bed, as the same would be when built, with the necessary additions aforesaid, through the entire land of the said Samuel Cort, in Washington County aforesaid. Witness my hand and seal,

Witness B. G. Potter

J. G. Criswell &

Samuel Cort, *Sub*

State of Maryland, Washington County, to wit:
On this seventh day of April, in the year eighteen hundred and sixty six, before the Subscriber a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid personally appeared Samuel Cort and acknowledged the foregoing deed to be his act.

B. G. Potter, J. P.

Stamp 250
Emitted

Exhibited
PB Small
13, 1866

At the request of the Wash. Co. Rail Road Co. the following deed, was recorded Oct. 30th 1866.
This Deed, made this tenth day of February, in the year one thousand eight hundred and sixty six, between John Emmert, Mary C. Emmert and Ann C. Emmert of Washington County, in the State of Maryland, of the one part, and the Washington County Rail Road Company, a Corporation duly incorporated under the laws of Maryland of the other part: Witness, that the said parties of the first part here, for and in consideration of the sum of twenty four hundred dollars, do grant unto the said party of the second part here, all that piece or parcel of ground, in Washington County of the State of Maryland, which is contained within the metes and bounds following, that is to say, Beginning for the same at a point on the centre line of the road bed of the Washington County Rail Road Company, as the same would be when built, upon the line of the Washington County Rail Road Company, as now located, through the land of the said John, Mary C. and Ann C. Emmert, and on the boundary line of the land of the said John, Mary C. and Ann C. Emmert, and extending from said point on the centre line of said road bed, as the same would be as aforesaid, thirty three feet, in each direction at right angles, to the said centre line, and extending, in addition, thereto one foot and a half horizontally, for every vertical foot of,

CHAPTER 333.

AN ACT to amend the first section of Article seventy-one of the Code of Public General Laws, relating to Oysters. Passed Mar. 10, 1864.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* Amended and re-enacted. That section first of Article seventy-one, of the Code of Public General Laws of this State, entitled "Oysters," be amended and re-enacted so as to read as follows:

That it shall be lawful for any person or persons to use such tongs and rakes as may suit their convenience in taking or catching oysters within the waters of this State. Mode of catching.

Sec. 2. *And be it enacted,* In force. That this act shall take effect from the date of its passage.

CHAPTER 334.

AN ACT to incorporate the Washington County Railroad. Passed Mar. 10, 1864.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* Incorporated That Isaac Nesbitt, George S. Kennedy, Jacob A. Miller, Johns Hopkins, Galloway Chester, Peter B. Small and Robert Fowler be and they are hereby appointed Commissioners, under the direction of a majority of whom subscriptions may be received to the capital stock of the Washington County Railroad Company, which is hereinafter incorporated; and that the said Commissioners, or a majority of them, may cause books to be opened at such times and places as they may direct, for the purpose of receiving subscriptions to the said capital stock of said company, after having given such notice of the time and places of opening the same as they may deem proper; and if such subscription to the capital

stock of said company, as is necessary for its incorporation, be not previously obtained, the said books may be opened from time to time, at the discretion of said commissioners, or a majority of them; and if any of said Commissioners shall die, resign or refuse to act, another may be appointed in his stead by the remaining Commissioners, or a majority of them; and the said Commissioners shall be the first Directors of said company, and shall continue such until their successors are duly elected and qualified as hereinafter mentioned.

May subscribe Sec. 2. *And be it enacted*, That any individuals or any corporations incorporated by the laws of this State, may subscribe for such portion of the stock of the said company as to the said individual corporation or corporations may seem proper.

Capital stock. Sec. 3. *And be it enacted*, That the capital stock of the Washington County Railroad Company shall be one million of dollars, in shares of twenty dollars each, which said capital may be increased at the discretion of the Directors to be appointed as hereinafter provided for, to an amount not exceeding one and a-half millions of dollars; and as soon as five thousand shares of the capital stock shall be subscribed, the subscribers to the said stock and their successors shall be and they are hereby declared to be incorporated into a company, by the name of the Washington County Railroad Company, and by that name shall be capable in law of purchasing, holding, selling, leasing and conveying estates, real, personal and mixed, so far as shall be necessary for the purpose hereinafter mentioned, and no further, and shall have perpetual succession by said corporate name, may sue and be sued, and may have and use a common seal, which they shall have power to alter or renew at their pleasure, and shall have, enjoy, and may exercise all the powers, rights and privileges which are necessary for the purposes mentioned in this act.

Sec. 4. *And be it enacted*, That upon every subscription there shall be paid, at the time of subscribing to the said Commissioners or their agents, appointed to receive such subscriptions, the sum of one dollar on every share subscribed, and the residue thereof shall be paid in such instalments

as the President and Directors of the said railroad, hereinafter directed to be appointed, shall require; *provided*, that no payment shall be demanded until at least thirty days public notice shall be given in at least two newspapers published in Washington county, and one in the city of Baltimore; and if any subscriber shall fail or neglect to pay any instalment or part of said subscription thus demanded, for the space of sixty days next after the time the said shall be due and payable, the stock on which it is demanded shall be forfeited to the Company, but the President and Directors may remit any such forfeitures on such terms as they shall deem proper; *provided, always*, that in addition to the forfeitures aforesaid, the said company shall be entitled to receive, sue for and recover the said instalment and subscription due as aforesaid in such manner as other debts and claims are now recoverable by law.

Provisos.

Sec. 5. *And be it enacted*, That if the subscription herein deemed necessary to the incorporation of said company shall not be obtained within two years after the first opening of subscription books by the said Commissioners, this act and all the subscriptions under it shall be null and void, and the said Commissioners, after discharging the expenses of opening the books, shall return the residue of the money to the several subscribers in due proportion to the sums respectively paid in by them.

Money returned on condition.

Sec. 6. *And be it enacted*, That immediately upon the incorporation of said company as hereinbefore provided for, the said Commissioners being Directors, as hereinbefore declared, or a majority of them, shall elect one of their number to be President of said Board of Directors; and on the same day annually thereafter, there shall be elected seven Directors of said company, who shall thereafter elect one of their number for President, and hold their office until their successors are duly elected and qualified, and four Directors shall be a quorum for the transaction of business, it being the duty of the President, for the time being, to cause thirty days notice of the time and place of holding each annual election, to be given by one or more advertisements in a newspaper published in Hagerstown and in Baltimore, and in all elec-

Elections.

tions the stockholders may vote in person or by written proxy, according to the number of shares held, each share of stock being entitled to one vote, and a quorum of the Directors, for the time being, shall be Judges of the Election, and no one shall be a Director who is not a stockholder, and in case of vacancy in said Board by death or resignation of the President or a Director, a quorum may fill said vacancy by electing some stockholder to such vacancy.

Meetings.

Proviso.

Sec. 7. *And be it enacted*, That a general meeting of the stockholders may be called at any time upon giving thirty days notice; *provided*, that a majority of the stockholders holding a majority of the capital stock of said company shall be required to transact business in such meeting of the stockholders, and at all such meetings the vote shall be taken by stock.

Duty of President and Directors.

Proviso.

Sec. 8. *And be it enacted*, That the said President and Directors, or a majority of them, may appoint all such officers, engineers, agents or servants whatsoever as they may deem necessary for the transaction of the business of the company, and may remove them at their pleasure, and they, or a majority of them, shall have power to determine by contract the compensation of all such officers in the employ of said company, and to determine the manner of adjusting and settling all accounts against said company, and also the manner and evidence of the transfer of stock in said company, and they, or a majority of them, shall have power to pass all by-laws which they may deem necessary or proper for exercising all the powers vested in the company hereby incorporated, and for carrying the object of this act into effect; *provided, only*, that such by-laws shall not be contrary to the laws of the United States or the laws of this State or any of the provisions of this act.

Capital stock may be increased.

Sec. 9. *And be it enacted*, That if the capital stock of said company shall be deemed insufficient for the purposes of this act, then and in that case it shall and may be lawful for the President and Directors of said company, or a majority of them, from time to time to increase the said capital stock by the addition of as many shares as they may deem necessary, for which they may, at their op-

tion, cause subscriptions to be received in the manner prescribed by them, or may sell the same for the benefit of the company, to any individuals or any incorporated company, by the laws of this State, which are hereby authorized to buy the same, and that they, or a majority of them, shall have power to borrow money for the objects of this act from any individuals or corporations incorporated by this State, which are hereby authorized to lend the same, to issue certificates or other evidence of such loans, and to mortgage or pledge the property of the company for the payment of the same and its interest to such individuals, corporation or corporations, or for their use and benefit.

Sec. 10. *And be it enacted*, That the President and Directors of said company shall be and they are hereby invested with all the rights and powers necessary to construct a road or roads from Hagerstown to any point on the line of the Baltimore and Ohio Railroad east of Harper's Ferry, within the limits of Frederick or Washington counties, in the State of Maryland, not exceeding sixty-six feet wide, with as many sets of tracks as the said President and Directors may deem necessary, and they may cause to be made or contract with others for making any part of said railroad, and they, their agents, or those with whom they may contract for making any part of the same, or their agents, after the purchase and condemnation thereof in the manner hereinafter prescribed, may enter upon and use and excavate any land that may be wanted for the site of the said railroad or the erection of the warehouses or other works necessary for said railroad, or for any other purposes necessary for the construction or repair of said road or its works, and that they may build bridges, fix scales and weights, lay rails, and may take and use any earth, timber, gravel, stone and other materials which may be wanted for the construction or repair of any part of said road or any of its works, and may make and construct all works whatsoever necessary or expedient in order to the proper completion of said road.

Power to construct a road.

Sec. 11. *And be it enacted*, That the President and Directors of said company or a majority of them, or their agents may agree with the owner

Warrant may be issued.

Sheriff re-
quired to sum-
mon jury.

or owners of any land, earth, timber, gravel or other materials, or any improvement for the construction or repair of said road or its works, for the purchase or use, and occupation of the same, and in case they cannot agree, or if the owner or owners or any of them, be a "*feme covert*," under age, "*non compos mentis*," or out of the county in which the property wanted may lie, when such land or material may be needed, on application to a Justice of the Peace of such county, he shall issue his warrant under his hand and seal to the Sheriff of said county, requiring him to summon a jury of twenty inhabitants of said county, not related or in anywise interested in the premises to meet on the land, or the other property or materials to be valued, on a day to be specified in said warrant, not less than ten or more than twenty days after issuing the same, and if at such time and place in case any of the Jurors summoned do not attend, the said Sheriff shall summon immediately as many Jurors as may be necessary with the Jurors in attendance, to furnish a panel of twenty Jurors in attendance, and from them each party, it, his, her or their agents, and if either be not present in person or by agent, the Sheriff may strike off four Jurors for each of the absent parties, and the remaining twelve shall act as the Jury of interest of damages, and before they act as such the Sheriff shall administer to each of them an oath or affirmation as the case may be, that he will justly and impartially value the damages which the owner or owners of said lands and materials will sustain by the use or occupation of the same required by the company, if required by the party or parties whose lands are to be affected by their proceedings, the Jury shall cause to be summoned such witnesses as the parties may require, and shall examine them on oath in relation to the value of the property to be condemned, and the damages to that adjoining, and they shall reduce the testimony if any is taken by them to writing and after the testimony is closed in each case, and without any unnecessary delay, and before proceeding to the examination of any other claim, they shall ascertain and determine the compensation which ought justly to be made by the said company to the party or parties owning or inter-

ested in the real estate appraised by them, and the said company shall give written notice to all persons whose interest are to be effected by the condemnation of any lands of the time and place of holding the inquisition at least ten days prior to the holding of such inquisition and the said Jury, shall reduce their inquisition to writing, and shall sign and seal the same, and it shall then be returned by the said Sheriff to the Clerk of the Circuit Court for his county, and by such Clerk filed in this court, and shall be confirmed by said court at its next session, if no sufficient cause to the contrary be shown, and when confirmed, shall be recorded by said Clerk at the expense of said company, but if set aside, the said court may direct another inquisition to take place in the mode before described, and such inquisition, shall describe the property taken or the bounds of the lands condemned, and the quantity or duration of the interest in the same, valued for the company, and such valuation when paid or tendered to the owner or owners of said property or his, her or their legal representatives, shall entitle the said company to the estate and interest in the same, thus valued as fully as if it had been conveyed by the the owner or owners of the same, and the said valuation if not received when tendered, may at any time thereafter be received from the company, without cost by the said owner or owners, his, her, or their legal representatives; *provided*, that no private property shall be taken by said company for the use of said road, without just compensation as agreed upon between the parties, or awarded by the jury, being first paid or tendered to the party entitled to such compensation; *and provided*, that no timber of any kind shall be cut on any land other than the bed of the rail road by the company, or taken by them or any of their agents or employees, for the use of said rail road, without the consent of the owners; *and provided further*, that all the costs and expenses that accrue in consequence of the condemnation of any lands or material for the use of the said rail road, shall be paid by the said rail road company.

Provisos:

Sec. 12. *And be it enacted*, That whenever in the construction of said road or roads it shall be necessary to cross or intersect any established road or

ways, either public or private, it shall be the duty of the said President and Directors of said company so to construct the said road across such established road or way, as not to impede the passage or transportation of persons or property along the same, or when it shall be necessary to pass through the lands of any individual it shall also be their duty to provide for such individuals proper wagon ways across said road or roads, from one part of his lands to the other, and whenever any road or roads may hereafter be authorized to be made by the Legislature, when it may be necessary to cross said railroad, the company shall make or cause to be made a proper and convenient way for said road to cross, the expenses of which shall be paid as the Legislature may direct.

Entitled to
damages.

Sec. 13. *And be it enacted*, That if the said company should neglect to provide wagon ways across said road as required by the eleventh section of this act, it shall and may be lawful for any individual to sue said company, and be entitled to such damages as a jury may think him or her entitled to for such neglect or refusal on the part of said company.

Cars to run
at regular
times.

Sec. 14. *And be it enacted*, That said company shall start and run their cars for the transportation of passengers and property at regular times, to be fixed by public notice, and shall furnish sufficient and full accommodation for the transportation of all such passengers and property as shall within a reasonable time previous thereto be offered for transportation at the place of starting, and at the usual stopping places for receiving and discharging way passengers and freight for that train, and shall take, transport and discharge such passengers and property at, from and to such places on the due payment of the freight or fare legally authorized therefor, and shall be liable to the party aggrieved in action for damages for any neglect or refusal in the premises.

Whistle to be
sounded.

Sec. 15. *And be it enacted*, That a steam whistle shall be attached to each locomotive engine and be sounded at least one hundred rods from the place where the railroad shall cross any road or street, except in cities, and be sounded at intervals until

it shall have crossed such road or street, under the penalty of thirty dollars for the neglect of the provisions of this section, to be sued for before any Justice of the Peace of the Election District in which such neglect may happen in ten days after such penalty was incurred, one-half thereof to go to the informer, and the other half to the county in which such neglect may happen, and said company shall also be liable for all damages which may be sustained by any person by reason of such neglect, and all penalties imposed by this act may be sued for in the name of the State, and if such penalty shall be for a sum not exceeding one hundred dollars, then such suit may be brought before a Justice of the Peace, and may be commenced by serving a summons on any Director or Engineer of said company.

Sec. 16. *And be it enacted*, That the said company shall be entitled to charge as tolls a sum not exceeding four cents per ton per mile, on all goods, merchandize or property of any description whatsoever transported on said railroad, and also a sum not exceeding four cents per mile for each passenger whom they may transport on said road authorized to be built by this act. Tolls.

Sec. 17. *And be it enacted*, That the said President and Directors shall, annually or semi-annually, declare and make such dividends as they may deem proper of the net profits of the company, after deducting the necessary current and probable contingent expenses, and that they shall divide the same among the stockholders of said company in proportion to their respective shares. Dividends.

Sec. 18. *And be it enacted*, That if any person or persons shall wilfully, by any means whatsoever, injure, impair or destroy any part of any railroad constructed by said company under this act, or any of the necessary works, buildings, carriages, vehicles or machinery of said company, such person or persons so offending shall each of them for every such offence forfeit and pay to said company the actual damages sustained, which may be recovered in the name of said company by an action of debt before any Justice of the Peace, or the Circuit Court of the county in which such dam- Penalty for destroying the property of company.

ages shall be sustained, and also be subject to an indictment in the Circuit Court for the county where such offence may be committed; and upon conviction of such offence shall be punished by fine and imprisonment in the discretion of said court.

Road to be commenced and finished.

Sec. 19. *And be it enacted*, That if this road shall not be commenced in two years from the passage of this act, and shall not be finished in ten years from the time of its commencement, then this act shall be null and void.

Banking privileges prohibited.

Sec. 20. *And be it enacted*, That nothing in this act shall be so construed as to authorize the said company to issue any note, token, script or other evidence of debt, to be used as currency, and the Legislature hereby reserves the right to alter, amend or repeal this act at pleasure.

Empowered to subscribe.

Sec. 21. *And be it enacted*, That a majority of the Commissioners of Washington county, and the Mayor and City Council of Baltimore, be and they are hereby each authorized and empowered to subscribe in behalf of said county or said city, respectively, to the capital stock of the said Washington County Railroad Company, such amount not exceeding two hundred and fifty thousand dollars, for said county or the said city, as they may think proper in their discretion; and in payment of said subscription to issue bonds in the name of said county or said city, and to sell the same for the payment of the amount so respectively subscribed, at such times and in such instalments as may be approved by a majority of the said Commissioners or said Mayor and City Council for the time being, each of said bonds to be accompanied by coupons for the interest thereon, at the rate of six per cent. per annum, payable half-yearly.

Authorized to levy.

Sec. 22. *And be it enacted*, That a majority of the Commissioners of said county and the Mayor and City Council of Baltimore, be and they are hereby respectively authorized and directed to levy upon the real and personal estate of said county or city such amount as may be necessary for the payment of the debts and interest, evidenced by the bonds of said county or city, respectively, at the times therein stipulated for the payment thereof, the said taxes to be levied and collected as other taxes in said county or city are levied and collected.

Sec. 23. *And be it enacted*, That a majority of the Commissioners of said county, or the Mayor or City Council of Baltimore, subscribing as aforesaid, be and they are hereby authorized, at any time or times, to sell or pledge the shares of capital stock so subscribed by said county or city, respectively, or any part thereof, and to apply the proceeds of said sales or pledges together, with the dividends accruing on said shares of stock to the payment of said bonds or coupons, and in exoneration of the liability of said county or city respectively, thereon. May sell or
pledge stock.

CHAPTER 335.

AN ACT to amend the charter of the Philadelphia, Wilmington and Baltimore Railroad Company, by repealing so much of the act passed at January session, eighteen hundred and fifty-three; chapter one hundred and thirty-eight, as requires said company, in building a bridge over the Susquehanna river, to provide for the general travel and transportation other than that by the railway. Passed March
9, 1864.

SECTION 1. *Be it enacted by the General Assembly of Maryland*, That so much of the act of January session, eighteen hundred and fifty-three, chapter one hundred and thirty-eight, as requires the Philadelphia, Wilmington and Baltimore Railroad Company, in the construction of their bridge over the Susquehanna river, to make provision for the passage over said bridge of the general travel and transportation other than by the railway, be and the same is hereby repealed. Repealed.

Sec. 2. *Be it enacted*, That the said company shall be and they are hereby required to stop every regular train of cars passing over said bridge at each end thereof, long enough for passengers to Trains shall
be stopped.

TOWN OF KEEDYSVILLE, MARYLAND

"Where Northern Thrift and Personality Blend with Southern Charm and Hospitality"

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Keedysville, MD 21756
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www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Judy Kerns, Council
Matthew Hull, Council
Sarah Baker, Council

Mayor & Council Agenda August 4, 2021

Call to Order

Pledge of Allegiance

Approval of Minutes: July 7, 2021

General Fund Report: \$295,309.97

Announcements: Town Hall will be closed Monday, August 16 - Friday, August 20 and Friday, August 27 for staff vacations

Community Deputy Report

Old Business: Banner Town; Sustainable Maryland; Road Paving; Town Hall Alarm; Permits; Gardening at Park and Library

New Business: Town Administrator Position; National Night Out Donation

Comments by Residents

Comments by Council

Adjournment

