

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1216 concerning Granting Easements to Amtrak
for the Railway Bridge Project**

(Public Hearing)

Date: **1/21/2026**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

☐

FYI

☒

Read and Comment as Needed

☒

Action Required by February 2, 2026

☐

In Confidential File Drawer

Approve:

Johnny Boker

☐ Yes

☐ No

☐ No Comment

Comment: _____

Casi Boyer

☐ Yes

☐ No

☐ No Comment

Comment: _____

Matthew Ellis

☐ Yes

☐ No

☐ No Comment

Comment: _____

Vicki Jones

☐ Yes

☐ No

☐ No Comment

Comment: _____

Jim Ringsaker

☐ Yes

☐ No

☐ No Comment

Comment: _____

Tammy Lynn

Schneegas

☐ Yes

☐ No

☐ No Comment

Comment: _____

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1216

Introduced by _____ Council Member Jones _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65 AND 75 OF THE HAVRE DE GRACE CITY CHARTER TO GRANT CERTAIN EASEMENTS TO AMTRAK IN CONNECTION WITH THE AMTRAK RAILWAY BRIDGE PROJECT

On: January 20, 2026
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for February 2, 2026 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

33 **WHEREAS**, under Charter Section 65 the City has the right to control public ways; and

34
35 **WHEREAS**, under City Charter Section 34 the City Council has the authority to pass ordinances
36 related to a right of way; and

37
38 **WHEREAS**, under City Charter Section 75, a referendum is not required if the transfer of an
39 interest in land is related to a right of way; and

40
41 **WHEREAS**, Amtrak seeks City Council approval for temporary construction easements and
42 permanent easements (“Easements”) as well as certain fee simple transfers of public rights of way
43 in furtherance of the Amtrak Railway Bridge Project (“Amtrak Bridge Project”); and

44
45 **WHEREAS**, the Director of Administration, the Director of the Department of Public Works, and
46 the City Attorney have reviewed the documents attached to this ordinance for conformance with
47 City policies and procedures, the City Code and City Charter, and have determined that such
48 documents are in proper form; and

49
50 **WHEREAS**, the properties or interests in real property identified by Amtrak are no longer needed
51 by the City for public use;

52
53 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that:

54
55 1. The properties identified in the exhibits to the Master Agreement are no longer
56 needed for public use.

57
58 2. Master Agreement attached as Exhibit 1 is hereby approved and the Mayor is
59 authorized to execute the Master Agreement in substantially similar form as attached hereto.

60
61 3. The list of City properties to be transferred to Amtrak in fee simple as identified on
62 Exhibit A is hereby approved.

63
64 4. The proposed form of deed effectuating the fee simple transfers to Amtrak and
65 attached as Exhibit B to the Master Agreement is hereby approved and the Mayor is authorized to
66 execute the proposed form of deed in substantially similar form as attached hereto

67
68 5. The list of City properties to be transferred as permanent easements to Amtrak will
69 be identified in Exhibit C to the Master Agreement. Once Amtrak has identified the permanent
70 easement locations, Amtrak will request an amendment to this ordinance for Council approval of
71 the specified locations.

72
73 6. The proposed form of permanent easement agreement attached as Exhibit D to the
74 Master Agreement is hereby approved and the Mayor is authorized to execute proposed form of
75 permanent easement agreements in substantially similar form as attached hereto.

76
77 7. The list of City properties to be encumbered with temporary construction easements
78 as identified in Exhibit E to the Master Agreement is hereby approved.

8. The proposed form of temporary easement agreement attached as Exhibit F to the Master Agreement is hereby approved and the Mayor is authorized to execute temporary easement agreements in substantially similar form as attached hereto.

9. The closing on the transfer of any property or interest therein identified in the exhibits to the Master Agreement need not occur within twelve months of this approval as permitted by City Charter 75E.

ADOPTED by the City Council of Havre de Grace, Maryland this __ day of ____, 2026.

SIGNED by the Mayor and attested by the Director of Administration this __ day of ____, 2026.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Christopher Ricci
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 1/20/2026
Public Hearing:
Second Reading/Adopted:
Effective Date:

Exhibit 1

MASTER PROPERTY ACQUISITION AGREEMENT FOR SUSQUEHANNA RIVER RAIL BRIDGE PROJECT

THIS MASTER PROPERTY ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into this _____ day of February 2026 (“**Effective Date**”), by and between the **Mayor and City Council of Havre de Grace (“City”)** and **National Railroad Passenger Corporation (“Amtrak”)**. The City and Amtrak may each be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

BACKGROUND

- A. Amtrak provides intercity passenger rail service on the Amtrak owned Northeast Corridor (“**Amtrak ROW**”) and is in the process of undertaking a project to replace and expand Amtrak’s Susquehanna River Rail Bridge (“**Project**”).
- B. Amtrak desires to acquire certain temporary and permanent property interests from the City to support the construction and operation of the Project.
- C. City is willing to grant the aforementioned property rights pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Properties to be Transferred.

- a. **Fee Simple.** On and subject to the terms and conditions set forth in this Agreement, City shall sell, convey, transfer, and deliver to Amtrak, and Amtrak shall purchase from City, all that certain lot, tract, or parcel of land together with the improvements constructed thereon at the locations described in Exhibit A, A-1 and A-2, attached hereto and made part hereof (“**Fee Properties**”). The transfer of each of the Fee Properties shall be pursuant to a deed form substantially similar to the form of deed attached hereto, and incorporated herein, as Exhibit B. The transfer of Fee properties shall be made pursuant to the closing procedure described in Section 6(b) below.
- b. **Permanent Easement.** On and subject to the terms and conditions set forth in this Agreement, City shall grant, bargain, and convey to Amtrak a permanent easement to access and use certain properties owned by the City, at the locations described in Exhibit C, attached hereto and made part hereof (“**Permanent Easement Properties**”). The transfer of each of the Permanent Easement Properties shall be pursuant to an

easement agreement form substantially similar to the form of easement agreement attached hereto, and incorporated herein, as Exhibit D.

- c. **Temporary Construction Easement.** On and subject to the terms and conditions set forth in this Agreement, City shall grant, bargain, and convey to Amtrak a temporary easement right to access and use certain properties owned by the City, at the locations described in Exhibit E, attached hereto and made part hereof (“**Temporary Easement Properties**”). The transfer of each of the Temporary Easement Properties shall be pursuant to an easement agreement form substantially similar to the form of easement agreement attached hereto, and incorporated herein, as Exhibit F.

The Fee Properties, Permanent Easement Properties, and Temporary Easement Properties may collectively be referred to herein as the “**City Properties**.”

2. **Condition of the City Properties.** Amtrak shall accept the City Properties in their existing condition as of the Effective Date, “AS IS”, “WHERE IS” and “WITH ALL FAULTS.” Except as expressly stated herein, the City has not made any express or implied representation or warranty with respect to the condition or suitability of the City Properties.

3. **Amtrak Due Diligence.**

- a. *Right To Enter.* Subject to the terms herein, City hereby grants Amtrak and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors the right to enter the City Properties at any time during the term of this Agreement. Amtrak’s entry on the City Properties shall be for the purpose of (i) making an accurate survey and legal description of the boundaries of the City Properties showing the exact location of any encroachments, easements, rights-of-way, covenants or restrictions burdening and appurtenant to the City Properties, any improvements thereon and any streets, alleys, ways and highways bordering the City Properties; (ii) performing environmental analyses; and (iii) conducting any other inspections or tests that Amtrak shall deem necessary or desirable.
- b. *City to Provide Records.* Within ten (10) days of the Effective Date, City shall provide Amtrak copies of any existing service contracts, operating statements, leases, government permits, and environmental reports related to the Fee Properties.

4. **Conditions to Transfer.**

- a. *City Council Approval.* Prior to the Effective Date, the City submitted to the Havre de Grace City Council for approval by Ordinance a copy of this Agreement, together with all exhibits identifying the City Properties which will be transferred to Amtrak and all forms of agreements necessary to effectuate such transfer. If the Havre de Grace City Council’s approval of the transfers is not obtained within sixty (60) of first being introduced to City Council for approval, then either Party may terminate this Agreement by written notice to the other Party.

b. *Project feasibility.* If, at any time, Amtrak determines that obtaining any of the City Properties is not feasible, as determined by Amtrak in its sole discretion, Amtrak may terminate this Agreement either in whole or in part (as to any of the City Properties) by written notice to the City. Such written notice shall specify which of the City Properties are subject to the termination.

c. *Quality of Title.* Amtrak shall, if desired in Amtrak's sole discretion, order a preliminary title report with respect to some or all of the City Properties ("**Title Report**"). Amtrak shall, if desired in Amtrak's sole discretion, order a survey of some or all City Properties ("**Surveys**"). Following Amtrak's receipt of the Title Report and Survey (or any subsequent update thereof), Amtrak shall give City notice ("**Title Objection Notice**") of any matters affecting title to the City Properties contained in the (i) the Title Report and/or (ii) the Survey to which Amtrak objects ("**Title Objections**"). Any exceptions to the Title Report to which Amtrak does not object shall be considered to be accepted by Amtrak and Amtrak shall take subject thereto ("**Permitted Exceptions**"). Within ten (10) days after receipt of the Title Objection Notice ("**Title Response Period**") the City shall notify Amtrak as to any of the Title Objections that City elects (in its sole discretion) to cure; provided, however, City shall have no obligation to cure any of the Title Objections. In the event City fails to deliver such notice to Amtrak, then City shall be deemed to have elected to not cure the Title Objections. Any Title Objections with respect to which City does not elect (or is deemed to have not elected) to cure, shall be referred to herein as "**Uncured Title Objections.**" If, as of the expiration of the Title Response Period, there remain any Uncured Title Objections, then Amtrak shall notify City of Amtrak's election (in its sole discretion) to either (A) waive any such Uncured Title Objections and proceed to the transfer of such properties, or (B) terminate this Agreement in which event City and Amtrak shall be released from all obligations under this Agreement, and neither City, nor Amtrak shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination. If Amtrak fails to timely make the election under Clause (A) or Clause (B), then Amtrak shall be deemed to have elected to waive the Uncured Title Objections. Any Uncured Title Objections which Amtrak waives under Clause (A) above shall be deemed to be approved by Amtrak as Permitted Exceptions.

5. **Price.** The purchase price for the transfer of the rights to the City Properties described herein shall be One Dollar (\$1.00), together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City.

6. **Consummation of Transfers.**

a. *Amtrak Notice.* Provided the Harve de Grace City Council has approved the transfer of the relevant City Properties, Amtrak may send notice to the City to trigger the transfer of the City Properties ("**Amtrak Transfer Notice**"). Each such Amtrak Transfer Notice shall specify which of the City Properties are to be transferred. Upon delivery of an Amtrak Transfer Notice, the Parties shall consummate the transfer in accordance with the below.

- b. *Fee Properties.* Closing for the transfer of any Fee Properties will take place at the offices of Liberty Title Services or at such other settlement agent as Amtrak may designate by written notice to the City ("**Settlement Agent**"). The Amtrak Transfer Notice for Fee Properties will notify the City of the date and time for closing ("**Closing Date**").
- i. On or before the Closing Date, the City shall deliver the fully executed Deed for each of the Fee Properties noticed in the Amtrak Transfer Notice to the Settlement Agent.
 - ii. On or before the Closing Date, City and Amtrak shall deliver such other documents and instruments as shall be reasonably required of each in order for City to consummate the transfer of the Fee Properties in accordance with the terms and conditions of this Agreement.
 - iii. At closing, City shall provide marketable title of the Fee Properties, free of any mortgages, leases, or other liens. Marketable title as used herein shall mean title that a title insurance company licensed to do business in the State of Maryland will insure at its regular rates subject only to standard exceptions and with all endorsements required by Amtrak.
 - iv. At closing, all real estate and personal property taxes and assessments and all water and sewer charges and assessments shall be adjusted and apportioned pro rata between City and Amtrak as of 12:00 a.m. on the Closing Date. If applicable, effective on the date of Closing (a) City shall cause all accounts for insurance, gas, electric, and other public utilities servicing or related to the Fee Properties to be terminated and shall cause to be paid all billings owed by City for the period of City's ownership of the City Properties thereon; and (b) Amtrak shall establish in its own name accounts for insurance, gas, electric and other public utilities servicing the Fee Properties and shall be responsible for all billings thereon.
 - v. Amtrak shall pay all costs due to the Settlement Agent, transfer taxes, and recording fees.
- c. *Permanent Easement Properties and Temporary Easement Properties.* Within five (5) days of delivery of an Amtrak Transfer Notice, the Parties shall mutually execute the easements for the Permanent Easement Properties and/or Temporary Easement Properties identified in such Amtrak Transfer Notice.
- d. *Recording.* Amtrak shall be responsible for recording all deeds and easements executed hereunder.

7. Representations and Warranties.

- a. City hereby covenants, represents, and warrants that:
 - i. City is not subject to any law, order, decree, restriction, or agreement that prohibits or would be violated by this Agreement, or the consummation of the

182 transactions contemplated hereby. The execution and delivery of this
183 Agreement and the consummation of the transaction contemplated hereby have
184 been duly authorized by all requisite action of City.

- 185 ii. There are no judgments presently outstanding and unsatisfied against the City
186 Properties. The City Properties are not involved in any litigation, or any other
187 proceeding, or by or before any governmental or administrative agency, and no
188 such litigation or proceeding is threatened or pending but not yet served against
189 the City or the City Properties.
- 190 iii. City is unaware of any violation of any environmental law or any action, either
191 threatened or commenced, by any governmental agency arising out of an
192 alleged violation of any environmental law or regulation on the City Properties.
- 193 iv. There are no Hazardous Materials or Hazardous Substances (as such terms are
194 defined below) on or about the City Properties. For the purposes of this
195 Agreement, the terms “Hazardous Materials” and “Hazardous Substances”
196 shall include but shall not be limited to any of the following: (i) asbestos; (ii)
197 urea formaldehyde foam insulation; (iii) transformers or other equipment which
198 contain dielectric fluid containing levels of polychlorinated biphenyls in excess
199 of fifty (50) parts per million; (iv) any mold, fungus, or similar growth or (v)
200 any other chemical, material, substance, or other matter of any kind whatsoever
201 which is prohibited, limited, or regulated by any federal, state, county, regional,
202 or local authority or legislation. The provisions of this subparagraph shall
203 survive Closing, irrespective of any presumption of law or other provision of
204 this Agreement to the contrary.
- 205 v. The City has not encumbered or transferred, and will not transfer, any
206 ownership, use, or development rights applicable to the City Properties during
207 the term of this Agreement.
- 208 vi. There are no service, maintenance, supply, leasing, brokerage, listing and or
209 other contracts affecting the City Properties.
- 210 vii. The representations and warranties set forth in this Section 7(a) are true,
211 complete, and correct, as of the date hereof, and shall be true, complete, and
212 correct as of the date each of the City Properties is transferred.

213
214 b. Amtrak hereby covenants, represents, and warrants that:

- 215
216 i. Amtrak is a corporation organized under 49 U.S.C. §24101, *et seq.* and the laws
217 of the District of Columbia. Amtrak is qualified to conduct business in the State
218 of Maryland and has the requisite power and authority to enter into and to
219 perform the terms of this Agreement.
 - 220 ii. The execution and delivery of this Agreement and the consummation of the
221 transaction contemplated hereby have been duly authorized by all requisite
222 action of Amtrak.
 - 223 iii. The representations and warranties set forth in this Section 7(b) are true,
224 complete, and correct, as of the date hereof, and shall be true, complete, and
225 correct as of the date each of the City Properties is transferred.
- 226

- 227 **8. Risk of Loss.** City is responsible for any damage that may occur to the City Properties, and
 228 for the results of any incident or accident that may affect anyone in relation to the City
 229 Properties, until the City Properties are transferred to Amtrak hereunder.
 230
- 231 **9. Brokerage.** Amtrak and City each represent and warrant to each other that they dealt with no
 232 broker in connection with, nor has any broker had any part in bringing about, this transaction.
 233
- 234 **10. Assignment.** This Agreement may not be assigned by either Party, in whole or in part, without
 235 the prior written consent of the other Party.
 236
- 237 **11. Notice.** Any notice required or permitted to be delivered under this Agreement shall be
 238 deemed to be delivered, whether or not actually received, when deposited in the United States
 239 Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed
 240 to Seller or Purchaser, as the case may be, at the address set forth below.
 241
 242

City:

Director of Administration
 711 Pennington Avenue
 Havre de Grace, MD 21078

With a copy to:

City Attorney
 711 Pennington Avenue
 Havre de Grace, MD 21078

Amtrak:

With a copy to:

243
 244 **12. Miscellaneous Provisions.**
 245

- 246 a. This Agreement (including the Exhibits attached hereto, which are by this reference
 247 made a part hereof) embodies the entire agreement between the Parties with respect to
 248 the subject matter hereof and supersedes any prior understandings or written or oral
 249 agreements between the parties respecting the subject matter of this Agreement. This
 250 Agreement shall not be modified except by the written agreement executed by both
 251 parties.
 252
- 253 b. All terms and conditions of this Agreement are hereby made binding on the
 254 successors and permitted assigns of both parties hereto.
 255
- 256 c. This Agreement shall be governed by and construed in accordance with the laws of
 257 the State of Maryland without regard to principles of conflict of laws. All litigation
 258 concerning, relating to, or arising under this Agreement shall be filed in the United
 259 States District Court for the District of Maryland.
 260

- d. This Agreement shall not be effective or binding until fully executed by the Parties hereto. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties notwithstanding the fact that all parties are not signatory to the original or the same counterpart.
- e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- f. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- g. Unless expressly provided for in this Agreement, no representations, warranties, terms, or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.
- h. Each Party shall maintain in confidence the dealings, negotiations and agreements of the parties with respect to the City Properties and this Agreement, and neither Party will make any public release of information regarding those matters, unless both Parties otherwise agree in writing. Each party's obligations under this provision shall survive termination of this Agreement.
- i. The Parties acknowledge and agree that Amtrak shall have no obligation to execute any agreement to acquire the City Properties unless and until either: (i) Amtrak has received all required approvals under the National Environmental Policy Act (NEPA) from the Federal Railroad Administration with respect to the relevant property or (ii) Amtrak expressly waives this condition in writing for that specific property.

[The remainder of this page is intentionally left blank]

295 **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year
296 first above written.
297

Mayor and City Council of Havre de Grace

Witness

By: _____
William T. Martin, Mayor

National Railroad Passenger Corporation
(Amtrak)

Witness

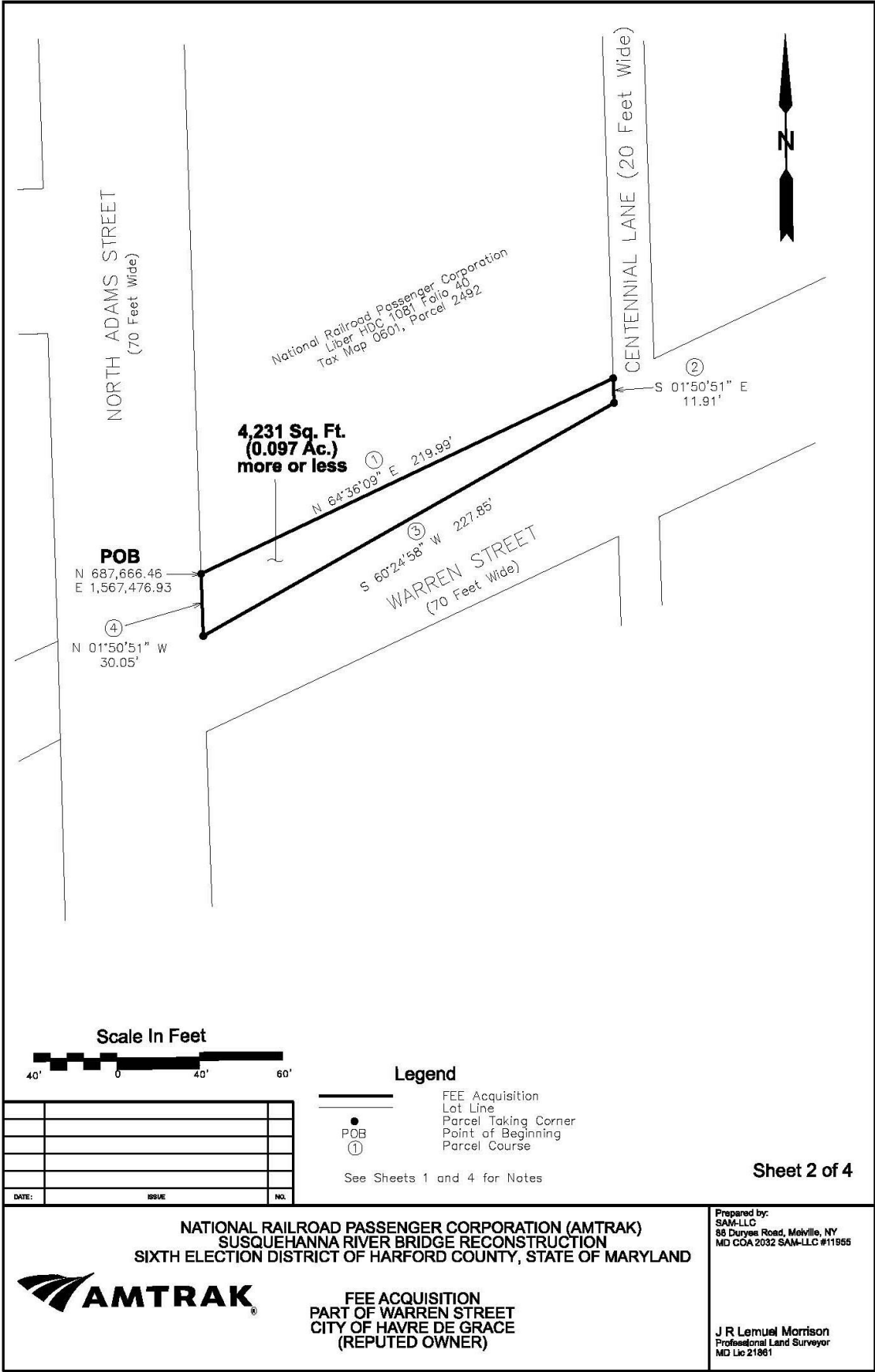
By: _____
Name: _____
Title: _____

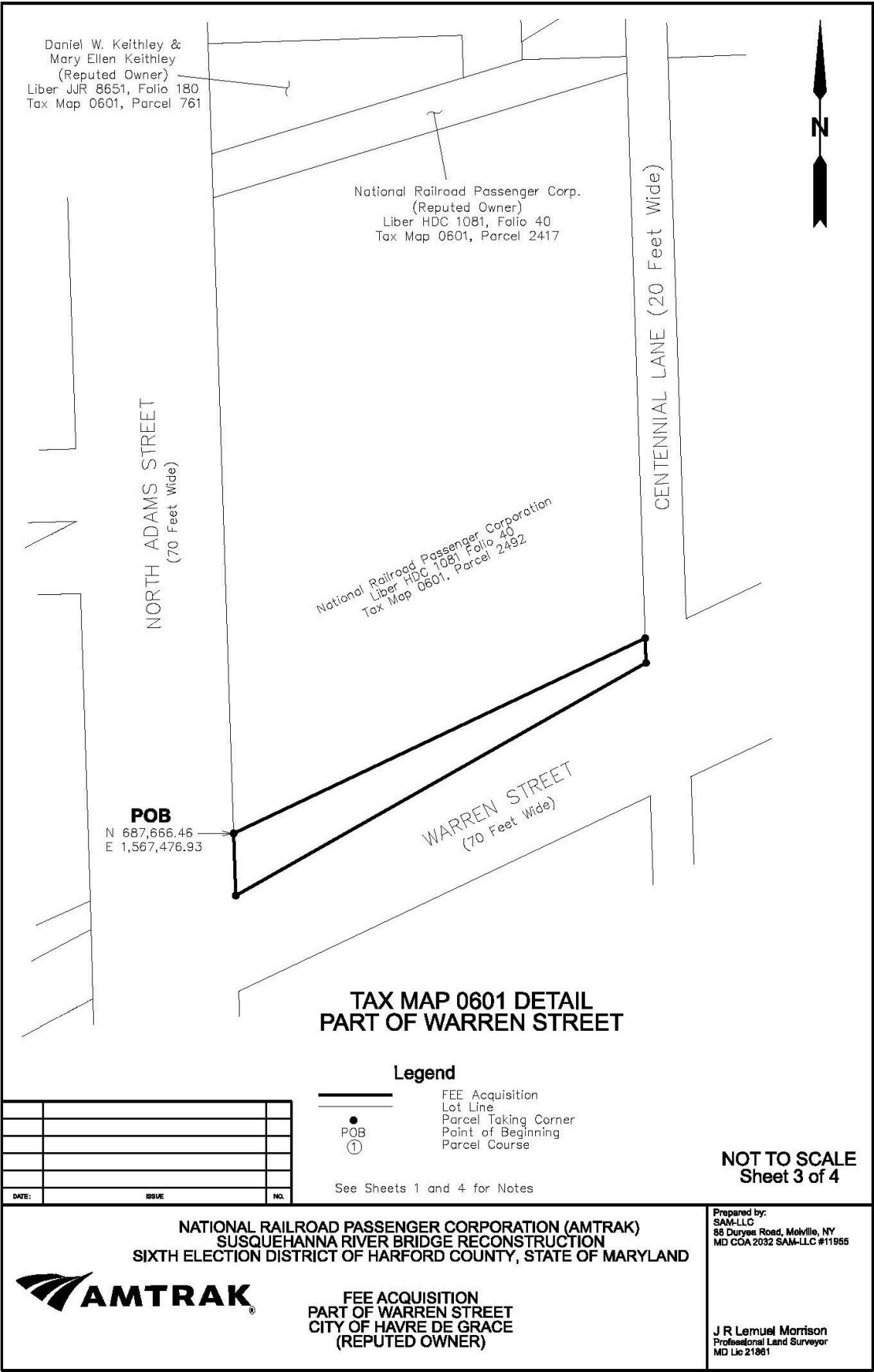
298

Exhibit A – Fee Simple Transfer Locations

Address/Location	Property Right	Plan ID
Warren Street ROW between N. Adams St. and Centennial Ln.	Fee Simple	210A
Warren Street ROW between Centennial Ln. and N. Stokes St.	Fee Simple	210B







DESCRIPTION -- FEE ACQUISITION
Part of Warren Street, City of Havre de Grace
Harford County, Maryland

All that certain lot, piece or parcel of land situated, lying and being in the Sixth Election District of Harford County, State of Maryland, bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of Warren Street (70 Feet Wide), with the easterly side of North Adams Street (70 Feet Wide), as depicted on Tax Map 0601, said point also being a southwesterly corner of Tax Map 0601, Parcel 2492, as depicted to National Railroad Passenger Corporation, as described in Deed Liber HDC 1081, Folio 40, having coordinates N: 687,666.46, E: 1,567,476.93, and running thence;

- 1. Along the line common to said Warren Street and said Tax Map 0601, Parcel 2492, North 64° 36' 09" East, a distance of 219.99 feet, to a point, said point being formed by the intersection of the westerly side of Centennial Lane (20 Feet Wide) with the northerly side of said Warren Street, same being a southeasterly corner of said Tax Map 0601, Parcel 2492, thence;
- 2. Leaving said common line, crossing said Warren Street, South 01° 50' 51" East, a distance of 11.91 feet to a point, thence;
- 3. Continuing across said Warren Street, South 60° 24' 58" West, a distance of 227.85 feet, to a point, thence;
- 4. Continuing across said Warren Street, North 01° 50' 51" West, a distance of 30.05 feet to the Point or Place of BEGINNING.

Said easement containing 4,231 Sq. Ft. / 0.097 Acres more or less.

Notes & References

- 1. The property lines shown on this plan are based upon an actual field survey completed by GdB Geospatial LS, P.C. in August 2022 and from deeds and maps of record.
- 2. The Right-of-Way lines of Warren Street are shown as per the plats and deeds of record on file with Harford County.
- 3. Bearings and Distances are based on the Maryland State Plane Coordinate System, Zone MD-1900 (NAD83/2011). All units expressed in US Survey Feet.
- 4. This survey was prepared in compliance with Section 3-108, Real Property Article of the Annotated Code of Maryland and subsequent amendments.
- 5. Absence of utility information does not deny existence of same. Test pits may be required in areas of construction.
- 6. Unauthorized alteration or addition to this survey is a violation of Section 3-108, Real Property Article of the Annotated Code of Maryland. Copies of this survey map not bearing the land surveyor's inked seal or embossed seal shall not be considered valid true copies. Certifications indicated herein shall run only to the person for whom the survey map is prepared, and on his/her behalf to the title company, governmental agency and lending institution. Certifications are not transferrable to additional institutions or subsequent owners.

DATE:	ISSUE	NO.

Sheet 4 of 4

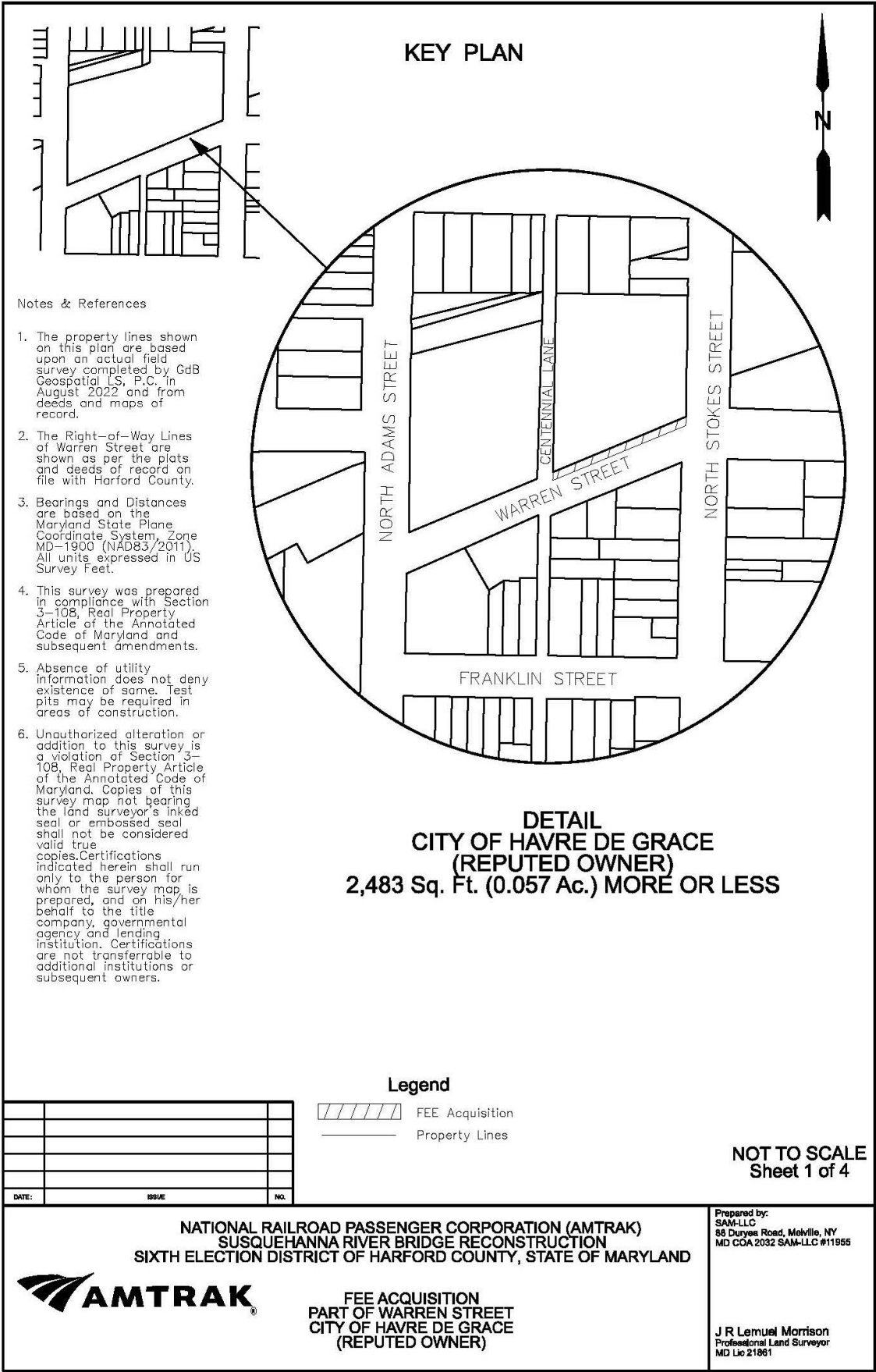


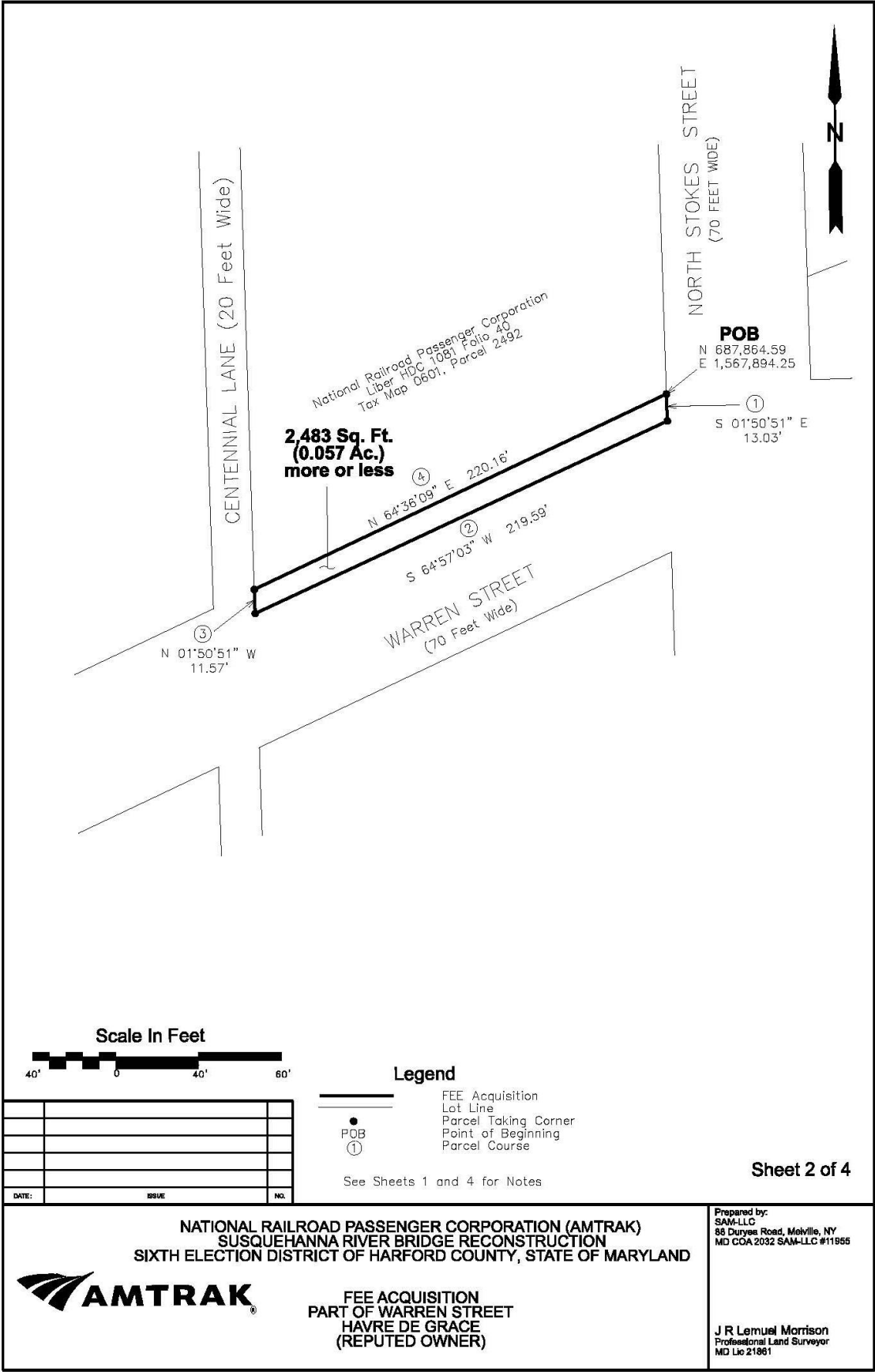
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SUSQUEHANNA RIVER BRIDGE RECONSTRUCTION
SIXTH ELECTION DISTRICT OF HARFORD COUNTY, STATE OF MARYLAND

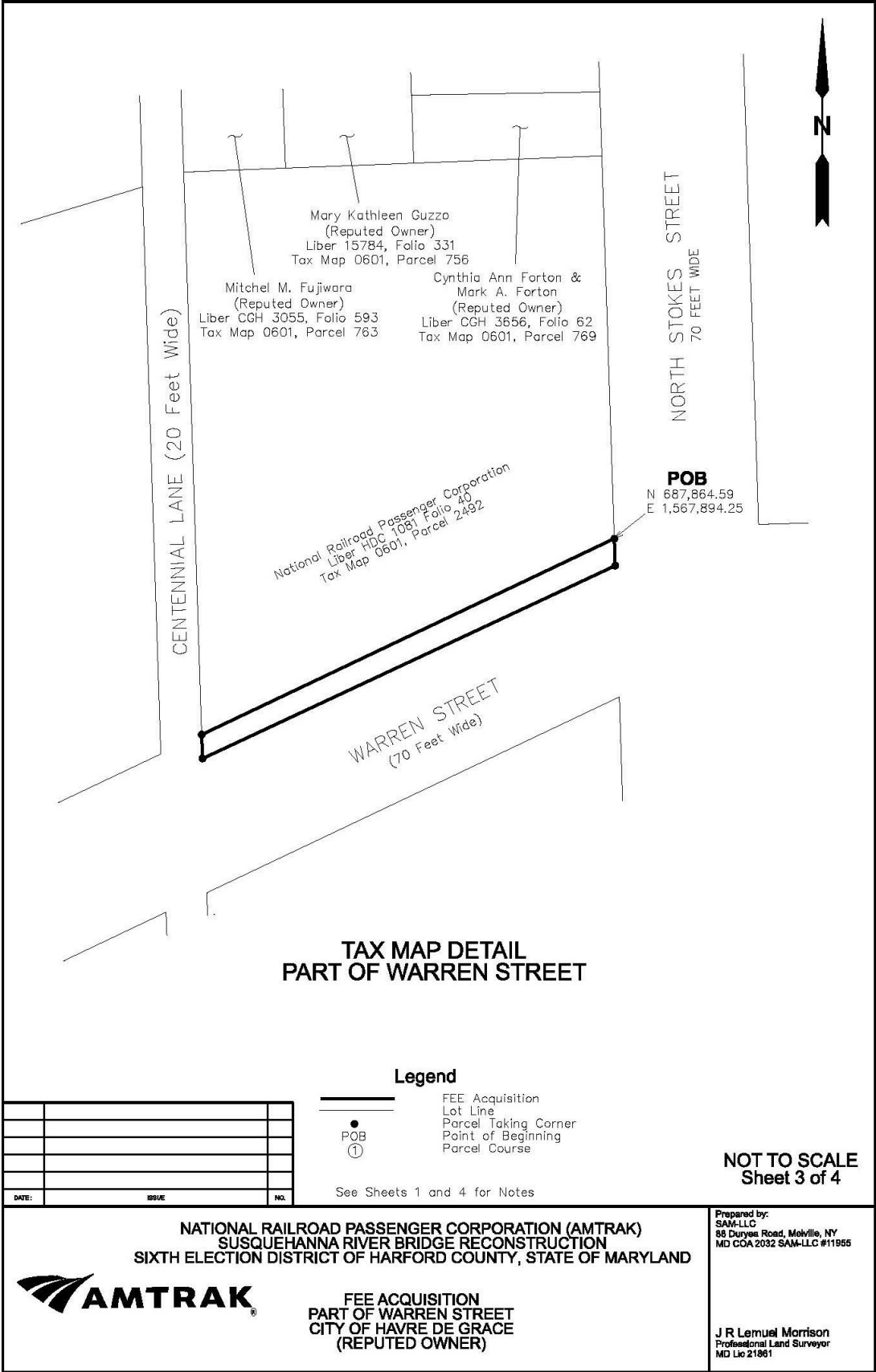
FEE ACQUISITION
PART OF WARREN STREET
CITY OF HAVRE DE GRACE
(REPUTED OWNER)

Prepared by:
SAM-LLC
88 Duryea Road, Mohville, NY
MD COA 2032 SAM-LLC #11955

J R Lemuel Morrison
Professional Land Surveyor
MD Lic 21861







DESCRIPTION -- FEE ACQUISITION
Part of Warren Street, City of Havre de Grace
Harford County, Maryland

All that certain lot, piece or parcel of land situated, lying and being in the Sixth Election District of Harford County, State of Maryland, bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of Warren Street (70 Feet Wide), with the westerly side of North Stokes Street (70 Feet Wide), as depicted on Tax Map 0601, said point also being a southeasterly corner of Tax Map 0601, Parcel 2492, as depicted to National Railroad Passenger Corporation, as described in Deed Liber HDC 1081, Folio 40, having coordinates N: 687,864.59, E: 1,567,894.25, and running thence;

- 1. Leaving said northerly side, crossing said Warren Street, South 01° 50' 51" East, a distance of 13.03 feet, to a point, thence;
- 2. Continuing across said Warren Street, South 64° 57' 03" West, a distance of 219.59 feet to a point, thence;
- 3. Continuing across said Warren Street, North 01° 50' 51" West, a distance of 11.57 feet, to a point, said point being the intersection of the said northerly side of Warren Street with the easterly side of Centennial Lane (20 Feet Wide), same being a southwesterly corner said Tax Map 0601, Parcel 2492, thence;
- 4. Along the line common to said Tax Map 0601, Parcel 2492 and said northerly side Warren Street, North 64° 36' 09" East, a distance of 220.16 feet to the Point or Place of BEGINNING.

Said easement containing 2,483 Sq. Ft. / 0.057 Acres more or less.

Notes & References

- 1. The property lines shown on this plan are based upon an actual field survey completed by GdB Geospatial LS, P.C. in August 2022 and from deeds and maps of record.
- 2. The Right-of-Way Lines of Warren Street are shown as per the plats and deeds of record on file with Harford County.
- 3. Bearings and Distances are based on the Maryland State Plane Coordinate System, Zone MD-1900 (NAD83/2011). All units expressed in US Survey Feet.
- 4. This survey was prepared in compliance with Section 3-108, Real Property Article of the Annotated Code of Maryland and subsequent amendments.
- 5. Absence of utility information does not deny existence of same. Test pits may be required in areas of construction.
- 6. Unauthorized alteration or addition to this survey is a violation of Section 3-108, Real Property Article of the Annotated Code of Maryland. Copies of this survey map not bearing the land surveyor's inked seal or embossed seal shall not be considered valid true copies. Certifications indicated herein shall run only to the person for whom the survey map is prepared, and on his/her behalf to the title company, governmental agency and lending institution. Certifications are not transferrable to additional institutions or subsequent owners.

DATE:	ISSUE	NO.

Sheet 4 of 4

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SUSQUEHANNA RIVER BRIDGE RECONSTRUCTION
SIXTH ELECTION DISTRICT OF HARFORD COUNTY, STATE OF MARYLAND



FEE ACQUISITION
PART OF WARREN STREET
CITY OF HAVRE DE GRACE
(REPUTED OWNER)

Prepared by:
SAM-LLC
86 Duryea Road, Melville, NY
MD COA 2032 SAM-LLC #11955

J R Lemuel Morrison
Professional Land Surveyor
MD Lic 21861

1 **Exhibit B – Form of Deed for Fee Simple Transfers**

2
3 **NOTE TO CLERK:** This Special Warranty Deed is not subject to recordation and transfer tax
4 pursuant to 49 U.S.C. §24908. The conveyance of the property described below is not subject to any
5 State or local subdivision or similar or related law pursuant to 49 U.S.C. §24902(j).
6

7
8 Tax #: _____
9

10
11
12 **SPECIAL WARRANTY DEED**
13

14
15 **THIS SPECIAL WARRANTY DEED**, made this ____ day of _____, 2026, by
16 the Mayor and City Council of Havre de Grace (“**Grantor**”), having an address at 711 Pennington
17 Ave., Havre de Grace, MD 21078, to **NATIONAL RAILROAD PASSENGER**
18 **CORPORATION**, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the
19 District of Columbia (“**Grantee**”), having an address at One Massachusetts Avenue, NW,
20 Washington, DC 20001.
21

22 **WITNESSETH**, that in consideration of the sum of One Dollar (\$1.00), the actual
23 consideration paid and other good and valuable consideration, the receipt and legal sufficiency of
24 which are hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors
25 and/or assigns, in fee simple, all that parcel of ground situate in the Sixth Election District, County
26 of Harford, City of Havre de Grace, State of Maryland, and described as follows:
27

28 **SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION**
29

30 The improvements thereon being known as [*street address*], Havre de Grace, MD 21078.
31

32 Being all of the property, which by [*type of deed*] dated _____, and recorded
33 _____ among the Land Records of Harford County, Maryland in Book _____, page _____,
34 was granted and conveyed to Grantor.
35

36 **TOGETHER WITH** all of the buildings, structures, facilities, installations and other
37 improvements of every kind and description now or hereafter in, on, over and under the above
38 described property;
39

40 **AND TOGETHER WITH** all easements, covenants, rights, waters, privileges,
41 appurtenances and other rights and benefits associated with the above-described property and to
42 all public or private streets, roads, avenues, alleys or passways, open or proposed, in front of, on
43 or abutting the above-described property and any other rights-of-way, strips and gores of land to
44 the extent such land is appurtenant to the above-described property.
45

AND Grantor covenants that Grantor has not done or suffered anything whereby the above-described property has been encumbered in any way except for any prior liens or encumbrances which have previously been released.

AND Grantor does hereby covenant that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

TO HAVE AND TO HOLD the tract of land and premises above described to Grantee, its successors and/or assigns, in fee simple, forever.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed under seal on the day and year herein first written.

GRANTOR:

Mayor and City Council of Havre de Grace

By: _____ (SEAL)
William T. Martin, Mayor

STATE OF MARYLAND _____)
)
COUNTY/CITY OF HARFORD)

I HEREBY CERTIFY that on the _____ day of _____, 2026, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William T. Martin, known to me or satisfactorily proven to be the person whose name is set forth in the within Special Warranty Deed, who acknowledged himself to be Mayor of the City of Havre de Grace, the Grantor, and that he, being authorized to do so on behalf of the Mayor and City Council of Havre de Grace, executed the foregoing Special Warranty Deed for the purposes therein contained by signing the name of Grantor in such capacity.

WITNESS my hand and official seal this _____ day of _____, 2026.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Approved for legal sufficiency:

Recommended for approval:

April C. Ishak, City Attorney

Joseph Conaway,
Acting Director of the Department of Public Works

After recording return to:

Insurer:

Liberty Title Services
Attn: Kristie Van Den Heuvel
111 South Main Street
North East, Maryland 21901

Grantor Address:

Grantee Address:

National Railroad Passenger Corporation
2955 Market Street, 5 South
Philadelphia, PA 19104
Attn: _____

Mailing Address of Grantee for Water Bills:

EXHIBIT A
TO DEED

Legal Description

All of that certain parcel of real property, situate, lying, and being in Havre de Grace, Maryland,
more particularly described as follows:

Tax ID #:

For information only: Having an address of _____.

ATTORNEY'S CERTIFICATE

In accordance with Section 3-104(f) of the Real Property Article of the Annotated Code of Maryland, I hereby certify that I am an attorney admitted to practice in the State of Maryland and that the attached Instrument was prepared either by me or under my supervision.

Exhibit C – Permanent Easement Transfer Locations

TBD

1 **Exhibit D – Form of Permanent Easement Agreement**
2

3 **EASEMENT AGREEMENT**

4
5 BETWEEN

6
7 **NATIONAL RAILROAD PASSENGER CORPORATION**

8
9 AND

10
11 **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE**

12
13 **(HAVRE DE GRACE, MARYLAND)**
14

15 THIS EASEMENT AGREEMENT (“**Agreement**”), dated this _____ day of _____, 2026
16 (“**Effective Date**”), is made by and among National Railroad Passenger Corporation, a corporation
17 organized under 49 U.S.C. §24101 *et seq* and the laws of the District of Columbia (“**Amtrak**”)
18 and Mayor and City Council of Havre de Grace (“**Owner**”). Amtrak and Owner shall be referred
19 to herein individually as a “**Party**” or collectively as the “**Parties**.”
20

21 **BACKGROUND**

- 22
23 A. Owner is the owner of certain real property located at _____ in Havre de
24 Grace, Maryland (the “**Property**”), as show on Exhibit A attached hereto and incorporated
25 herein by this reference;
26
27 B. Amtrak provides intercity passenger rail service to on the Amtrak owned Northeast
28 Corridor (“**Amtrak ROW**”), and is the process of undertaking a project to replace and
29 expand Amtrak’s Susquehanna River Rail Bridge (“**Project**”);
30
31 C. Amtrak desires to permanently use a portion of the Property (“**Permanent Easement**
32 **Property**”) identified on Exhibit B to access _____ to perform repairs and
33 maintenance on _____;
34
35 D. Amtrak hereby requests that Owner grant certain permanent rights on, over, across, above
36 and under the Permanent Easement Property as described herein.
37
38 E. Owner is willing to grant the aforementioned easement rights pursuant to the terms and
39 conditions of this Agreement.
40

41 **NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other
42 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
43 Parties, intending to be legally bound, hereby agree as follows:
44

45 1. **GRANT AND ACCEPTANCE OF EASEMENTS.**

- 46
- 47 a. **Permanent Easement:** Owner does hereby grant, bargain and convey to Amtrak, a
- 48 permanent and perpetual easement right to access and enter in, on, over, across, above
- 49 and under and use the Permanent Easement Property to access []
- 50 (**"Permanent Easement"**). The Permanent Easement shall commence on the Effective
- 51 Date and shall continue in perpetuity as long as Amtrak provides intercity passenger
- 52 rail service on the Amtrak ROW.
- 53
- 54 b. Amtrak has inspected and accepts the Permanent Easement Property in its present *AS-*
- 55 *IS, WHERE-IS* condition. Amtrak represents that no statements, guarantees,
- 56 representations or warranties, either express or implied, with regard to the condition,
- 57 fitness for use, zoning, or as to any matter or thing affecting or related to the Permanent
- 58 Easement Property have been made that are not specifically expressed herein.
- 59
- 60 c. Owner covenants and agrees that it shall in no way interfere with Amtrak's use and
- 61 occupancy of the Permanent Easement Property as contemplated by this Agreement,
- 62 and shall not permit any tenants, subtenants, occupiers, invitees, or guests of the
- 63 Property to interfere with Amtrak's use and occupancy of the Permanent Easement
- 64 Property as contemplated by this Agreement.
- 65

66 2. **EASEMENT FEE.** Amtrak shall pay Owner the amount of One Dollar (\$1.00) for the rights

67 granted in this Agreement (the **"Easement Fee"**).

68

69 3. **PROPERTY MAINTENANCE AND OBLIGATIONS.**

70

- 71 a. Amtrak, at its sole cost and expense, shall comply with all applicable laws, ordinances,
- 72 rules, orders and regulations and requirements of all Federal, state, local or other
- 73 governmental authorities and the various departments and quasi-governmental
- 74 agencies thereof now existing or hereafter created, so far as the same may affect
- 75 Amtrak's obligations under this Agreement.
- 76
- 77 b. Owner, at its sole cost and expense, shall comply with all laws, ordinances, rules, orders
- 78 and regulations and requirements of all Federal, state, local or other governmental
- 79 authorities and the various departments and quasi-governmental agencies thereof now
- 80 existing or hereafter created, so far as the same may affect Owner's obligations under
- 81 this Agreement.
- 82
- 83 c. Owner shall be responsible for all of the maintenance of the Property (including the
- 84 Permanent Easement Property).
- 85

86 4. **SURRENDER ON TERMINATION OR EXPIRATION**

- 87
- 88 a. In the event of the termination of the Permanent Easement for any reason, Amtrak,
- 89 subject to the terms of this Section, will peaceably quit and deliver possession of the
- 90 Permanent Easement Property to Owner effective as of the date of such termination in
- 91 substantially the condition the Permanent Easement Property was in as of the Effective
- 92 Date, reasonable wear and tear, condemnation, and casualty excepted.
- 93

94 5. **INSURANCE.**

- 95
- 96 a. Amtrak shall, and shall require any Amtrak Contractors while working on the
- 97 Permanent Easement Property, maintain general liability insurance, subject to standard
- 98 policy, terms, conditions and exclusions. Said insurance shall have limits of not less
- 99 than Two Million Dollars (\$2,000,000) per occurrence for personal injury, bodily
- 100 injury, including death, and/or property damage directly caused by Amtrak. Amtrak
- 101 may cover its insurance and indemnity obligations under this Agreement under its
- 102 corporate-wide self-insurance program. Amtrak and such Amtrak Contractors, as the
- 103 case may be, shall provide Owner with certificates of insurance including Owner as an
- 104 additional insured, or if Amtrak uses its corporate-wide self-insurance program,
- 105 Amtrak shall provide a letter of self-insurance including Owner as an additional
- 106 insured.
- 107
- 108 b. Amtrak shall cause all the Amtrak Contractors who perform work as contemplated
- 109 under this Agreement to add the Owner as additional insureds on its general and auto
- 110 liability insurance policies.
- 111

112 6. **INDEMNIFICATION.**

- 113
- 114 a. Amtrak shall indemnify, defend, and hold harmless the Owner from and against any
- 115 and all liability, loss, damage, expense, costs (including without limitation costs and
- 116 fees of litigation) due to bodily injury, including death, to any person, or loss or damage
- 117 (including loss of use) to any property, caused by the sole and direct willful misconduct
- 118 of Amtrak, its employees or agents, in connection with Amtrak's use of the Permanent
- 119 Easement Property or Amtrak's failure to comply with any of its obligations under this
- 120 Agreement.
- 121
- 122 b. Amtrak shall cover its indemnity obligations hereto under its corporate-wide self-
- 123 insurance program.
- 124
- 125 c. Owner shall indemnify, defend and hold harmless Amtrak, its officers, officials,
- 126 employees and agents from and against any and all liability, loss, damage, expense,
- 127 costs (including without limitation, costs and fees of litigation) due to bodily injury,
- 128 including death, to any person, or loss or damage (including loss of use) to any property,
- 129 caused by the sole and direct willful misconduct of Owner, its officers, officials,

130 directors, its employees or agents in connection with this Agreement, or the Owner's
131 failure to comply with any of its obligations contained in this Agreement.
132

- 133 d. The provisions of this Section 6 shall survive the expiration or earlier termination of
134 this Agreement.
135

- 136 7. **ASSIGNMENT.** Owner may not assign this Agreement or any of the rights hereunder
137 without the prior written consent of Amtrak, which consent Amtrak may grant, deny or
138 condition in Amtrak's sole and absolute discretion. Notwithstanding the foregoing, Owner
139 may assign this Agreement without the prior written consent of Amtrak, to any subsequent
140 owner of the Property. Owner shall provide Amtrak with written notice of such assignment
141 within ten (10) business days of such assignment.
142
- 143 8. **NOTICES.** Any notice or communication required to be given hereunder shall be deemed
144 sufficiently served or rendered if in writing, delivered or sent by registered or certified mail,
145 or by nationally recognized overnight delivery service, addressed to:
146

147 **Amtrak:**

148 National Railroad Passenger Corporation
149
150
151

152 **Owner:**

153 Director of Administration
154 711 Pennington Avenue
155 Havre de Grace, MD 21078
156

157 **With a copy to:**

158 City Attorney
159 711 Pennington Ave.
160 Havre de Grace, MD 21078
161

162 or at such address as the parties may designate by written notice. Either Party may, any
163 time, change its address for the above purposes by sending written notice to the other
164 Party stating the change and setting forth the new address. Any notice that may or is
165 required to be given to the other party in connection with this Agreement may be given
166 by such Party's attorney.
167

168 9. **MISCELLANEOUS.**
169

- 170 a. Time is of the essence in this Agreement.
171
- 172 b. No change or modification of any of the covenants, terms or provisions hereof will be
173 valid unless in writing and signed by all the Parties.

- 174 c. The agreements and covenants contained herein will run with the land and this
175 Agreement will be binding upon and inure to the benefit of the Parties and their
176 respective heirs, executors, administrators, and permitted successors and assigns.
177
- 178 d. This Agreement shall be construed in accordance with the laws of the State of
179 Maryland. All adjudication shall have the federal courts as its venue.
180
- 181 e. This Agreement encompasses the entire agreement of the Parties as it relates to the
182 matters described herein and supersedes all previous understandings and agreements
183 between the Parties, whether oral or written. The Parties hereby acknowledge and
184 represent that said Parties have not relied on any representation, assertion, guarantee,
185 warranty, collateral contract or other assurance, except those set out in this Agreement,
186 made by or on behalf of any other Party or any other person or entity whatsoever, prior
187 to the execution of this Agreement. The Parties hereby waive all rights and remedies,
188 at law or in equity, arising or which may arise as the result of a Party's reliance on such
189 representation, assertion, guarantee, warranty, collateral contract or other assurance.
190
- 191 f. The provisions of this Agreement are severable and it is the intention of the Parties
192 hereto that if this Agreement cannot take effect in its entirety because of the final
193 judgment of any court of competent jurisdiction holding invalid any part or parts
194 thereof, the remaining provisions of the Agreement will be given full force and effect
195 as completely as if the part or parts held invalid had not been included therein.
196
- 197 g. Neither this Agreement nor the agreements herein contained are intended, nor are the
198 same ever to be construed, so as to create a partnership by and between the Parties, or
199 to make the Parties joint venturers, landlord and tenant, or to make the Owner in any
200 way liable or responsible for the debts or losses of Amtrak.
201
- 202 h. Each party hereby covenants that it has full power and authority to enter into this
203 Agreement upon the terms and conditions set forth herein. Each of the persons
204 executing this Agreement on behalf of each party does hereby covenant and warrant
205 that each person signing on behalf of Parties, as applicable, is authorized to do so and
206 that no other actions are needed by such party to make this Agreement valid and binding
207 on such Party other than the execution and delivery by the person(s) executing this
208 Agreement.
209
- 210 i. This Agreement may be executed in multiple counterparts, each of which shall be
211 deemed an original agreement and both of which shall constitute one and the same
212 agreement. The counterparts of this Agreement may be executed and delivered by PDF,
213 facsimile or other electronic signature by email transmission by the parties. Receiving
214 Parties may rely on the receipt of such document so executed and delivered
215 electronically or by facsimile as if the original has been received. No Party shall contest
216 the admissibility or enforceability of the electronically signed copy of the Agreement
217 in any proceeding arising out of the terms and conditions of this Agreement.
218

219 *[SIGNATURE PAGE FOLLOWS]*

220 **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year
221 first above written.
222
223
224

GRANTOR:

Mayor and City Council of Havre de Grace

By: _____ (SEAL)
William T. Martin, Mayor

225
226 STATE OF MARYLAND _____)
227)
228 COUNTY/CITY OF HARFORD _____)
229

230 I HEREBY CERTIFY that on the _____ day of _____, 2026, before me, the subscriber, a
231 Notary Public of the State of Maryland, personally appeared William T. Martin, known to me or
232 satisfactorily proven to be the person whose name is set forth in the within Special Warranty Deed,
233 who acknowledged himself to be Mayor of the City of Havre de Grace, the Grantor, and that he,
234 being authorized to do so on behalf of the Mayor and City Council of Havre de Grace, executed
235 the foregoing Special Warranty Deed for the purposes therein contained by signing the name of
236 Grantor in such capacity.
237

238 WITNESS my hand and official seal this ____ day of _____, 2026.
239
240
241

242 _____
243 Notary Public [Notarial Seal]
244

245 My Commission Expires: _____
246

247 Approved for legal sufficiency: Recommended for approval:
248
249

250 _____
251 April C. Ishak, City Attorney
252
253

Joseph Conaway, Acting Director of the
Department of Public Works
254
255
256
257
258

259

WITNESS:

AMTRAK

By: _____
Name: _____
Title: _____

260

261

262

263

264 **STATE OF MARYLAND**

265 **COUNTY OF _____ (or City of Baltimore)**

266 On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared
267 _____, known to me (or satisfactorily proven) to be the person(s) whose name(s)
268 is/are subscribed to within the instrument and acknowledged that he/she/they executed the same
269 for the purpose therein contained.

270 In witness hereof I hereunto set my hand and official seal.

(Notary Seal)

Signature of Notary Public
Notary Public
My commission expires: _____

271

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT B

DESCRIPTION OF THE PERMANENT EASEMENT PROPERTY

Exhibit E – Temporary Construction Easement Transfer Locations

Address/Location	Property Right	Plan ID
649 Water Street, Havre de Grace, MD	Temporary Construction Easement	32
Water Street and Otsego Street, Havre de Grace, MD	Temporary Construction Easement	33
N. Union Avenue, Havre de Grace, MD	Temporary Construction Easement	34
627 Water Street, Havre de Grace, MD	Temporary Construction Easement	170

1 **Exhibit F – Form of Temporary Construction Easement Agreement**

2
3 **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

4
5 BETWEEN

6
7 **NATIONAL RAILROAD PASSENGER CORPORATION**

8
9 AND

10
11 **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE**

12
13 **(HAVRE DE GRACE, MARYLAND)**

14
15 THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”), dated
16 this ____ day of _____, 2026 (“**Effective Date**”), is made by and among National Railroad
17 Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq* and the laws of the
18 District of Columbia (“**Amtrak**”) and the Mayor and City Council of Havre de Grace (“**Owner**”).
19 Amtrak and Owner may sometimes be referred to herein individually as a “**Party**” or collectively
20 as the “**Parties**.”

21
22 **BACKGROUND**

- 23
24 A. The Owner owns certain real property located at _____ in Havre de
25 Grace, Maryland (the “**Property**”), as further described on Exhibit A attached hereto and
26 incorporated herein by this reference.
27
28 B. Amtrak provides intercity passenger rail service on the Amtrak owned Northeast Corridor
29 (“**Amtrak ROW**”) and is in the process of undertaking a project to replace and expand the
30 Amtrak-owned Susquehanna River Rail Bridge (“**Project**”).
31
32 C. Amtrak desires to temporarily use the portion of the Property identified on Exhibit B
33 (“**TCE Property**”) to access and stage construction equipment and materials during the
34 Project.
35
36 D. Amtrak hereby requests that Owner grant certain temporary rights on, over, across, above
37 and under the Property as described herein.
38
39 E. Owner is willing to grant the aforementioned easement rights pursuant to the terms and
40 conditions of this Agreement.
41

42 **NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other
43 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
44 Parties, intending to be legally bound, hereby agree as follows:
45

46 1. **GRANT AND ACCEPTANCE OF EASEMENTS.**

- 47
- 48 a. **Temporary Easement:** Owner does hereby grant, bargain and convey to Amtrak and
- 49 its contractors, subcontractors, consultants, suppliers, and workers (collectively, the
- 50 “**Amtrak Contractors**”), a[n exclusive] temporary easement right to access and enter
- 51 in, on, over, across, above and under and use all of the TCE Property for the purpose
- 52 of constructing the Project, including but not limited to the staging of construction
- 53 equipment and materials (“**Temporary Easement**”).
- 54
- 55 b. **Property Condition.** Amtrak has inspected and accepts the TCE Property in its
- 56 present *AS-IS, WHERE-IS* condition as of the Effective Date.
- 57
- 58 c. **No Owner Interference.** Owner covenants and agrees that it shall in no way interfere
- 59 with Amtrak’s use and occupancy of the Property as contemplated by this Agreement,
- 60 and shall not permit any tenants, subtenants, occupiers, invitees, or guests of the
- 61 Property to interfere with Amtrak’s use and occupancy of the TCE Property as
- 62 contemplated by this Agreement. The Owner shall not make any additions or other
- 63 changes to the Property that could impede Amtrak’s use of the TCE Property.
- 64
- 65 d. **Term of Amtrak Use.** The term of Amtrak’s use of the Temporary Easement shall
- 66 commence thirty (30) days after Amtrak provides notice to the Owners of Amtrak’s
- 67 intent to start using the TCE Property (“**Commencement Date**”). The Agreement will
- 68 terminate five years from the Commencement Date (“**Temporary Easement Term**”).
- 69 Amtrak may extend the Temporary Easement Term, under these same terms and
- 70 conditions, for an additional five (5) years by providing Owner written notice that
- 71 Amtrak is exercising this renewal option at least thirty (30) days prior to the date this
- 72 Agreement would otherwise expire.
- 73
- 74 e. **Termination of Amtrak Use.** Amtrak may terminate this Agreement at any time upon
- 75 thirty (30) days’ written notice to Owner.
- 76
- 77

78 2. **EASEMENT FEE.** Amtrak shall pay Owner the amount of One Dollar (\$1.00) for the rights

79 granted in this Agreement (the “**Easement Fee**”).

80

81

82 3. **TCE PROPERTY MAINTENANCE AND OBLIGATIONS.**

83

- 84 a. Amtrak, at its sole cost and expense, shall comply with all applicable laws, ordinances,
- 85 rules, orders and regulations and requirements of all Federal, state, local or other
- 86 governmental authorities and the various departments and quasi-governmental
- 87 agencies thereof now existing or hereafter created, so far as the same may affect
- 88 Amtrak’s obligations under this Agreement.
- 89

b. Owner, at its sole cost and expense, shall comply with all laws, ordinances, rules, orders and regulations and requirements of all Federal, state, local or other governmental authorities and the various departments and quasi-governmental agencies thereof now existing or hereafter created, so far as the same may affect Owner's obligations under this Agreement.

c. During the Temporary Easement Term, Amtrak shall be responsible for the maintenance of the TCE Property. Owner shall be responsible for the maintenance of the remainder of the Property. Upon the expiration or earlier termination of the Temporary Easement Term, Owner shall be responsible for all of the maintenance of the Property (including the TCE Property).

4. SURRENDER ON TERMINATION OR EXPIRATION

a. Upon the expiration or earlier termination of the Temporary Easement Term, Amtrak, subject to the terms of this Section, will peaceably quit and deliver possession of the TCE Property to Owner in substantially the condition the TCE Property was in as of the Effective Date, reasonable wear and tear, condemnation, and casualty excepted.

5. INSURANCE.

a. Amtrak shall and shall require any Amtrak Contractors while working on the Property, maintain general liability insurance, subject to standard policy, terms, conditions and exclusions. Said insurance shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury, bodily injury, including death, and/or property damage directly caused by Amtrak. Amtrak may cover its insurance and indemnity obligations under this Agreement under its corporate-wide self-insurance program. Amtrak and such Amtrak Contractors, as the case may be, shall provide Owner with certificates of insurance including Owner as an additional insured, or if Amtrak uses its corporate-wide self-insurance program, Amtrak shall provide a letter of self-insurance including Owner as an additional insured.

b. Amtrak shall cause all the Amtrak Contractors who perform work as contemplated under this Agreement to add the Owner as additional insureds on its general and auto liability insurance policies.

6. INDEMNIFICATION.

a. Amtrak shall indemnify, defend, and hold harmless the Owner from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of Amtrak, its employees or agents, in connection with Amtrak's use of the TCE Property or Amtrak's failure to comply with any of its obligations under this Agreement.

b. Amtrak shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. Owner shall indemnify, defend and hold harmless Amtrak, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct willful misconduct of Owner, its officers, officials, directors, its employees or agents in connection with this Agreement, or the Owner's failure to comply with any of its obligations contained in this Agreement.

d. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. **ASSIGNMENT.** Owner may not assign this Agreement or any of the rights hereunder without the prior written consent of Amtrak, which consent Amtrak may grant, deny or condition in Amtrak's sole and absolute discretion. Notwithstanding the foregoing, Owner may assign this Agreement without the prior written consent of Amtrak, to any subsequent owner of the Property. Owner shall provide Amtrak with written notice of such assignment within ten (10) business days of such assignment.

8. **NOTICES.** Any notice or communication required to be given hereunder shall be deemed sufficiently served or rendered if in writing, delivered or sent by registered or certified mail, or by nationally recognized overnight delivery service, addressed to:

Amtrak:

National Railroad Passenger Corporation
1 Massachusetts Ave NW
Washington, DC 20001

Owner:

Director of Administration
711 Pennington Avenue
Havre de Grace, MD 21078

With a copy to:

City Attorney
711 Pennington Ave.
Havre de Grace, MD 21078

or at such address as the parties may designate by written notice. Either Party may, any time, change its address for the above purposes by sending written notice to the other Party stating the change and setting forth the new address. Any notice that may or is required to be given to the other party in connection with this Agreement may be given by such Party's attorney.

181 9. MISCELLANEOUS.
182

- 183 a. Time is of the essence in this Agreement.
184
- 185 b. No change or modification of any of the covenants, terms or provisions hereof will be
186 valid unless in writing and signed by all the Parties.
187
- 188 c. The agreements and covenants contained herein will run with the land and this
189 Agreement will be binding upon and inure to the benefit of the Parties and their
190 respective heirs, executors, administrators, and permitted successors and assigns.
191
- 192 d. This Agreement shall be construed in accordance with the laws of the State of
193 Maryland. All adjudication shall have the federal courts as its venue.
194
- 195 e. This Agreement encompasses the entire agreement of the Parties as it relates to the
196 matters described herein and supersedes all previous understandings and agreements
197 between the Parties, whether oral or written. The Parties hereby acknowledge and
198 represent that said Parties have not relied on any representation, assertion, guarantee,
199 warranty, collateral contract or other assurance, except those set out in this Agreement,
200 made by or on behalf of any other Party or any other person or entity whatsoever, prior
201 to the execution of this Agreement. The Parties hereby waive all rights and remedies,
202 at law or in equity, arising or which may arise as the result of a Party's reliance on such
203 representation, assertion, guarantee, warranty, collateral contract or other assurance.
204
- 205 f. The provisions of this Agreement are severable and it is the intention of the Parties
206 hereto that if this Agreement cannot take effect in its entirety because of the final
207 judgment of any court of competent jurisdiction holding invalid any part or parts
208 thereof, the remaining provisions of the Agreement will be given full force and effect
209 as completely as if the part or parts held invalid had not been included therein.
210
- 211 g. Neither this Agreement nor the agreements herein contained are intended, nor are the
212 same ever to be construed, so as to create a partnership by and between the Parties, or
213 to make the Parties joint venturers, landlord and tenant, or to make the Owner in any
214 way liable or responsible for the debts or losses of Amtrak.
215
- 216 h. Each party hereby covenants that it has full power and authority to enter into this
217 Agreement upon the terms and conditions set forth herein. Each of the persons
218 executing this Agreement on behalf of each party does hereby covenant and warrant
219 that each person signing on behalf of Parties, as applicable, is authorized to do so and
220 that no other actions are needed by such party to make this Agreement valid and binding
221 on such Party other than the execution and delivery by the person(s) executing this
222 Agreement.
223

- 224 i. This Agreement may be executed in multiple counterparts, each of which shall be
225 deemed an original agreement and both of which shall constitute one and the same
226 agreement. The counterparts of this Agreement may be executed and delivered by PDF,
227 facsimile or other electronic signature by email transmission by the parties. Receiving
228 Parties may rely on the receipt of such document so executed and delivered
229 electronically or by facsimile as if the original has been received. No Party shall contest
230 the admissibility or enforceability of the electronically signed copy of the Agreement
231 in any proceeding arising out of the terms and conditions of this Agreement.
232
233
234

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

OWNER

Mayor and City Council of Havre de Grace

By: _____ (SEAL)
William T. Martin, Mayor

WITNESS:

AMTRAK

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
)
COUNTY/CITY OF HARFORD)

I HEREBY CERTIFY that on the _____ day of _____, 2026, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared William T. Martin, known to me or satisfactorily proven to be the person whose name is set forth in the within Special Warranty Deed, who acknowledged himself to be Mayor of the City of Havre de Grace, the Grantor, and that he, being authorized to do so on behalf of the Mayor and City Council of Havre de Grace, executed the foregoing Special Warranty Deed for the purposes therein contained by signing the name of Grantor in such capacity.

WITNESS my hand and official seal this ____ day of _____, 2026.

STATE OF MARYLAND

COUNTY OF _____ (or City of Baltimore)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness hereof I hereunto set my hand and official seal.

(Notary Seal)

Signature of Notary Public

Notary Public

My commission expires: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT B

DESCRIPTION OF THE TCE PROPERTY