

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 Yes No No Comment

Schneegas Yes No No Comment

Comment: _____

Note: N/A

1 CITY COUNCIL
2 OF
3 HAVRE DE GRACE, MARYLAND
4
5 ORDINANCE NO. 1216
6
7

8 Introduced by Council Member Jones
9
10

11 **AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE**
12 **DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE**
13 **AUTHORITY OF ARTICLE XI-E OF THE MARYLAND**
14 **CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE**
15 **ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65 AND**
16 **75 OF THE HAVRE DE GRACE CITY CHARTER TO GRANT**
17 **CERTAIN EASEMENTS TO AMTRAK IN CONNECTION WITH THE**
18 **AMTRAK RAILWAY BRIDGE PROJECT**
19
20

21 On: January 20, 2026
22 at: 7:00 p.m.
23
24

25 Ordinance introduced, read first time, ordered posted and public hearing scheduled.
26
27

28 **PUBLIC HEARING**
29
30

31 A Public Hearing is scheduled for February 2, 2026 at 7:00 p.m.
32

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.

79

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

83

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

87

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

89

90 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
91 2026.

92

93

94 ATTEST:

95

96

97

98 Christopher Ricci
99 Director of Administration

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

William T. Martin
Mayor

100

101 Introduced/First Reading: 1/20/2026

102 Public Hearing:

103 Second Reading/Adopted:

104

105 Effective Date:

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**

6 THIS MASTER PROPERTY ACQUISITION AGREEMENT (“**Agreement**”) is made and
7 entered into this _____ day of February 2026 (“**Effective Date**”), by and between the **Mayor**
8 and **City Council of Havre de Grace** (“**City**”) and **National Railroad Passenger Corporation**
9 (“**Amtrak**”). The City and Amtrak may each be referred to herein individually as a “**Party**” or
10 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.

24 **NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other
25 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
26 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

44 easement agreement form substantially similar to the form of easement agreement
45 attached hereto, and incorporated herein, as Exhibit D.
46

47 c. **Temporary Construction Easement.** On and subject to the terms and conditions set
48 forth in this Agreement, City shall grant, bargain, and convey to Amtrak a temporary
49 easement right to access and use certain properties owned by the City, at the locations
50 described in Exhibit E, attached hereto and made part hereof (“**Temporary Easement**
51 **Properties**”). The transfer of each of the Temporary Easement Properties shall be
52 pursuant to an easement agreement form substantially similar to the form of easement
53 agreement attached hereto, and incorporated herein, as Exhibit F.
54

55 The Fee Properties, Permanent Easement Properties, and Temporary Easement Properties may
56 collectively be referred to herein as the “**City Properties**.”
57

58 2. **Condition of the City Properties.** Amtrak shall accept the City Properties in their existing
59 condition as of the Effective Date, “AS IS”, “WHERE IS” and “WITH ALL FAULTS.”
60 Except as expressly stated herein, the City has not made any express or implied representation
61 or warranty with respect to the condition or suitability of the City Properties.
62

63 3. **Amtrak Due Diligence.**
64

65 a. *Right To Enter.* Subject to the terms herein, City hereby grants Amtrak and its agents,
66 employees, consultants, inspectors, appraisers, engineers, and contractors the right to
67 enter the City Properties at any time during the term of this Agreement. Amtrak’s entry
68 on the City Properties shall be for the purpose of (i) making an accurate survey and
69 legal description of the boundaries of the City Properties showing the exact location of
70 any encroachments, easements, rights-of-way, covenants or restrictions burdening and
71 appurtenant to the City Properties, any improvements thereon and any streets, alleys,
72 ways and highways bordering the City Properties; (ii) performing environmental
73 analyses; and (iii) conducting any other inspections or tests that Amtrak shall deem
74 necessary or desirable.
75

76 b. *City to Provide Records.* Within ten (10) days of the Effective Date, City shall provide
77 Amtrak copies of any existing service contracts, operating statements, leases,
78 government permits, and environmental reports related to the Fee Properties.
79

80 4. **Conditions to Transfer.**
81

82 a. *City Council Approval.* Prior to the Effective Date, the City submitted to the Havre de
83 Grace City Council for approval by Ordinance a copy of this Agreement, together with
84 all exhibits identifying the City Properties which will be transferred to Amtrak and all
85 forms of agreements necessary to effectuate such transfer. If the Havre de Grace City
86 Council’s approval of the transfers is not obtained within sixty (60) of first being
87 introduced to City Council for approval, then either Party may terminate this
88 Agreement by written notice to the other Party.
89

- 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.

136
137 b. *Fee Properties.* Closing for the transfer of any Fee Properties will take place at the
138 offices of Liberty Title Services or at such other settlement agent as Amtrak may
139 designate by written notice to the City (“**Settlement Agent**”). The Amtrak Transfer
140 Notice for Fee Properties will notify the City of the date and time for closing (“**Closing**
141 **Date**”).
142
143 i. On or before the Closing Date, the City shall deliver the fully executed Deed
144 for each of the Fee Properties noticed in the Amtrak Transfer Notice to the
145 Settlement Agent.
146 ii. On or before the Closing Date, City and Amtrak shall deliver such other
147 documents and instruments as shall be reasonably required of each in order for
148 City to consummate the transfer of the Fee Properties in accordance with the
149 terms and conditions of this Agreement.
150 iii. At closing, City shall provide marketable title of the Fee Properties, free of any
151 mortgages, leases, or other liens. Marketable title as used herein shall mean
152 title that a title insurance company licensed to do business in the State
153 of Maryland will insure at its regular rates subject only to standard exceptions
154 and with all endorsements required by Amtrak.
155 iv. At closing, all real estate and personal property taxes and assessments and all
156 water and sewer charges and assessments shall be adjusted and apportioned pro
157 rata between City and Amtrak as of 12:00 a.m. on the Closing Date. If
158 applicable, effective on the date of Closing (a) City shall cause all accounts for
159 insurance, gas, electric, and other public utilities servicing or related to the Fee
160 Properties to be terminated and shall cause to be paid all billings owed by City
161 for the period of City's ownership of the City Properties thereon; and (b) Amtrak
162 shall establish in its own name accounts for insurance, gas, electric and other
163 public utilities servicing the Fee Properties and shall be responsible for all
164 billings thereon.
165 v. Amtrak shall pay all costs due to the Settlement Agent, transfer taxes, and
166 recording fees.
167
168 c. *Permanent Easement Properties and Temporary Easement Properties.* Within five (5)
169 days of delivery of an Amtrak Transfer Notice, the Parties shall mutually execute the
170 easements for the Permanent Easement Properties and/or Temporary Easement
171 Properties identified in such Amtrak Transfer Notice.
172
173 d. *Recording.* Amtrak shall be responsible for recording all deeds and easements executed
174 hereunder.

175 7. **Representations and Warranties.**

176
177 a. City hereby covenants, represents, and warrants that:
178
179 i. City is not subject to any law, order, decree, restriction, or agreement that
180 prohibits or would be violated by this Agreement, or the consummation of the
181

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

214 i. Amtrak is a corporation organized under 49 U.S.C. §24101, *et seq.* and the laws
215 of the District of Columbia. Amtrak is qualified to conduct business in the State
216 of Maryland and has the requisite power and authority to enter into and to
217 perform the terms of this Agreement.

218 ii. The execution and delivery of this Agreement and the consummation of the
219 transaction contemplated hereby have been duly authorized by all requisite
220 action of Amtrak.

221 iii. The representations and warranties set forth in this Section 7(b) are true,
222 complete, and correct, as of the date hereof, and shall be true, complete, and
223 correct as of the date each of the City Properties is transferred.

224

225

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

261 d. This Agreement shall not be effective or binding until fully executed by the Parties
262 hereto. This Agreement may be executed in any number of counterparts, each of
263 which when executed and delivered, shall be deemed to be an original and all of
264 which together shall be deemed to be one and the same instrument binding upon all of
265 the parties notwithstanding the fact that all parties are not signatory to the original or
266 the same counterpart.

267 e. If any provision of this Agreement is held by a court of competent jurisdiction to be
268 invalid, void or unenforceable, the remainder of the provisions of this Agreement
269 shall remain in full force and effect and shall in no way be affected, impaired or
270 invalidated.

271 f. Words of any gender used in this Agreement shall be held and construed to include
272 any other gender, and words in the singular number shall be held to include the plural,
273 and vice versa, unless the context requires otherwise.

274 g. Unless expressly provided for in this Agreement, no representations, warranties,
275 terms, or provisions contained in this Agreement shall survive the Closing and
276 delivery of the Deed, or any termination of this Agreement.

277 h. Each Party shall maintain in confidence the dealings, negotiations and agreements of
278 the parties with respect to the City Properties and this Agreement, and neither Party
279 will make any public release of information regarding those matters, unless both
280 Parties otherwise agree in writing. Each party's obligations under this provision shall
281 survive termination of this Agreement.

282 i. The Parties acknowledge and agree that Amtrak shall have no obligation to execute
283 any agreement to acquire the City Properties unless and until either: (i) Amtrak has
284 received all required approvals under the National Environmental Policy Act (NEPA)
285 from the Federal Railroad Administration with respect to the relevant property or (ii)
286 Amtrak expressly waives this condition in writing for that specific property.

287 [The remainder of this page is intentionally left blank]
288
289
290
291
292
293
294

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

298

By:

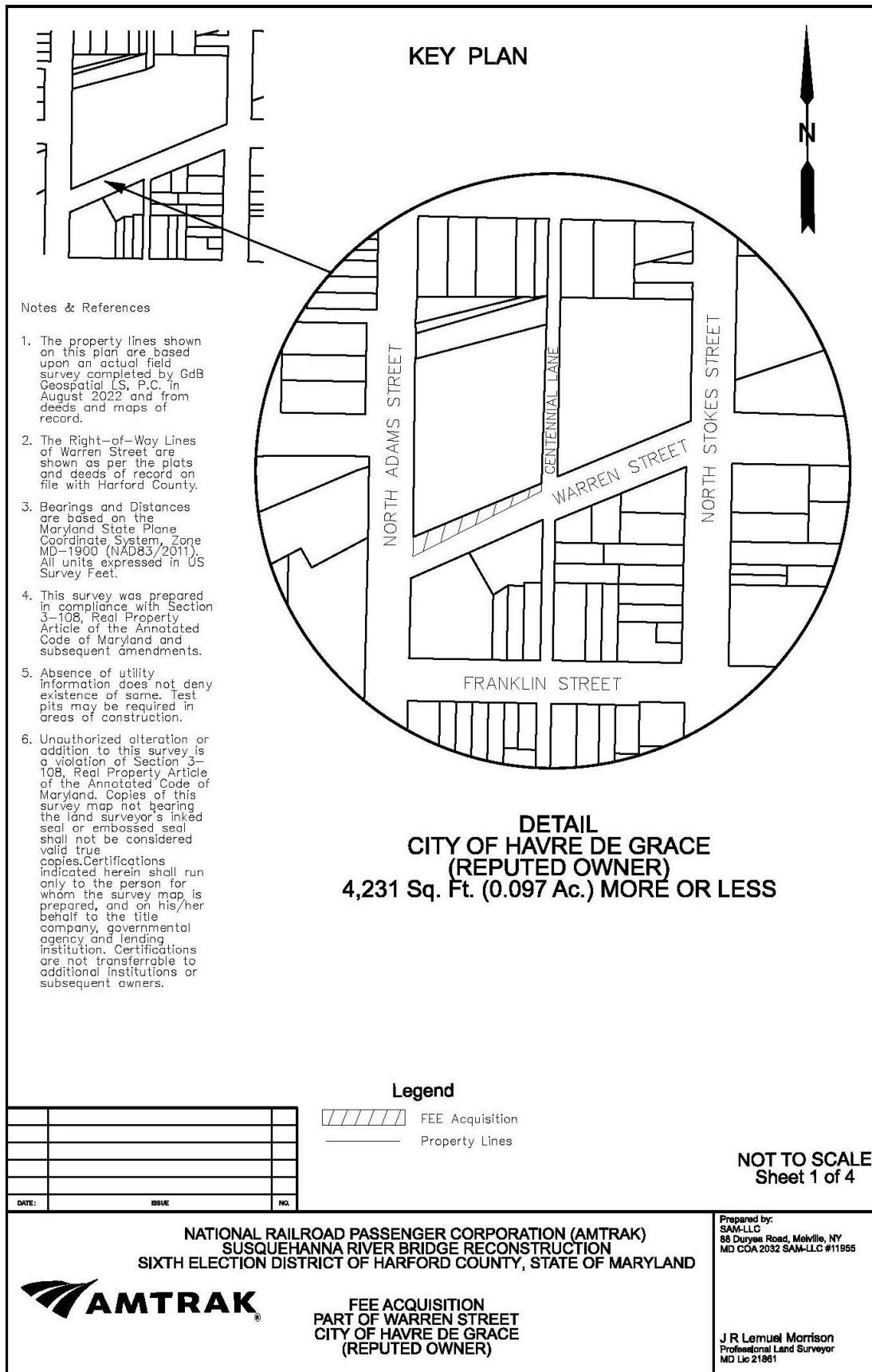
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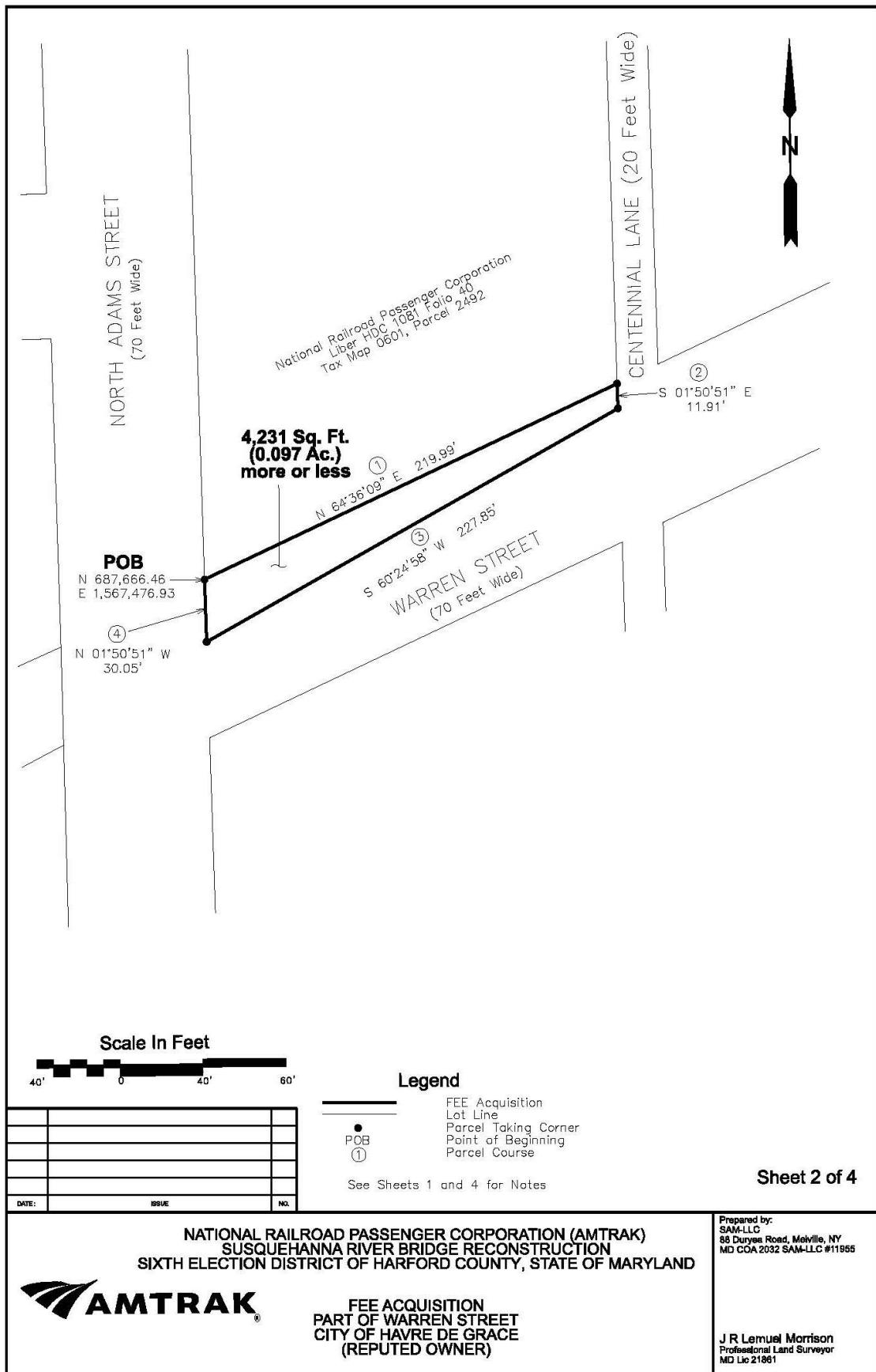
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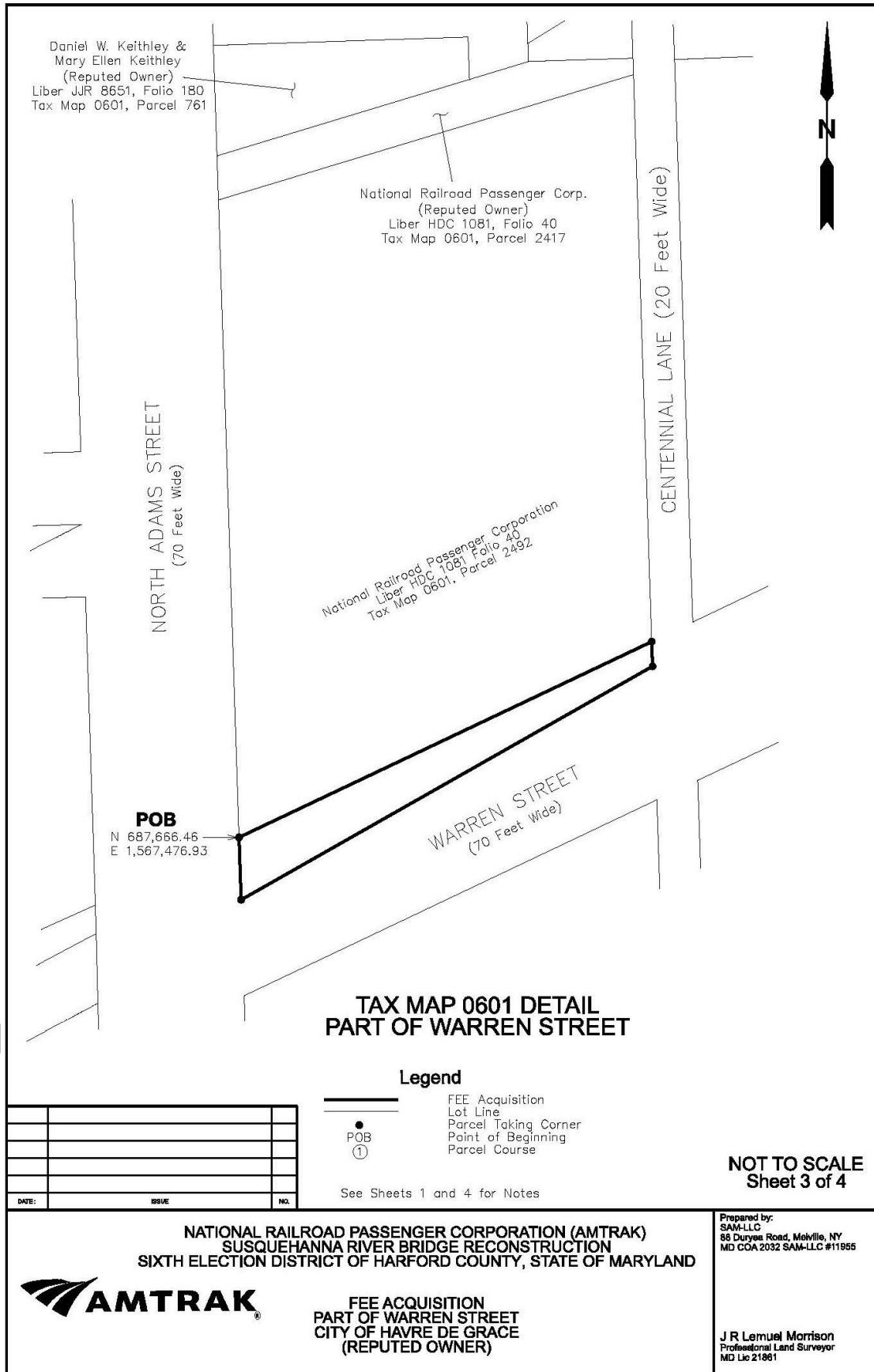
Public Hearing

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' 05" 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

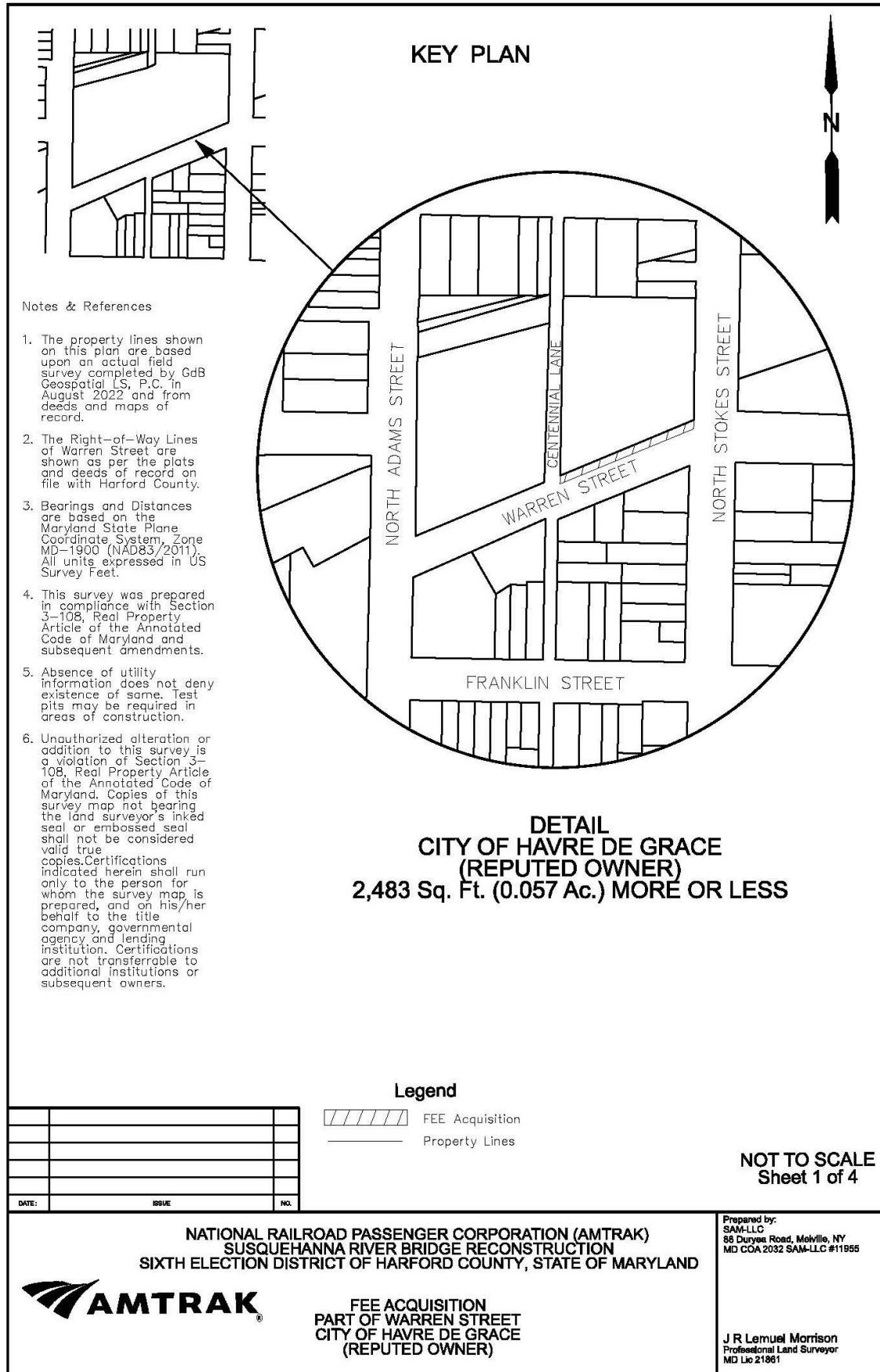
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
SUSQUEHANNA RIVER BRIDGE RECONSTRUCTION
SIXTH ELECTION DISTRICT OF HARFORD COUNTY, STATE OF MARYLAND

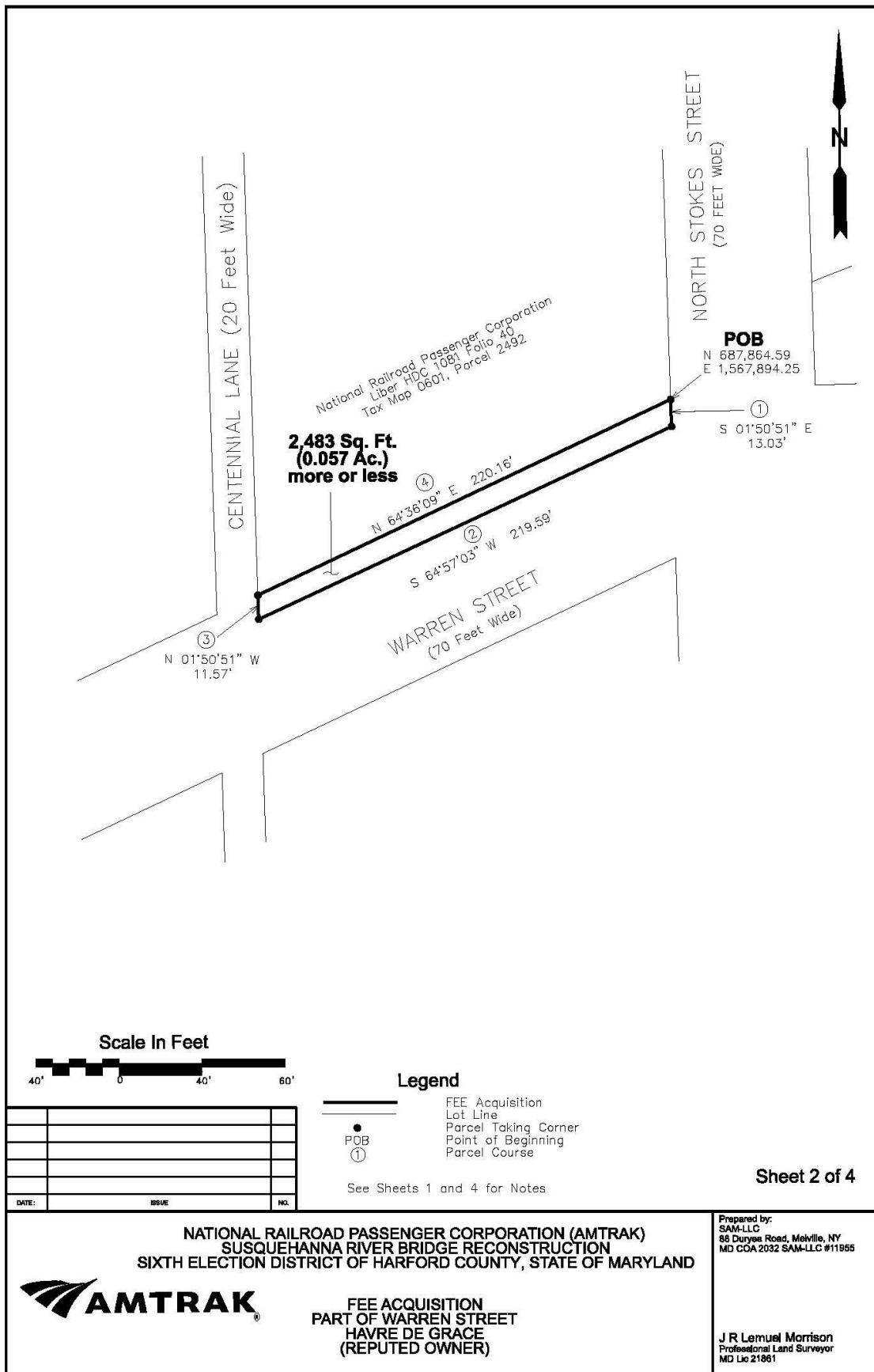


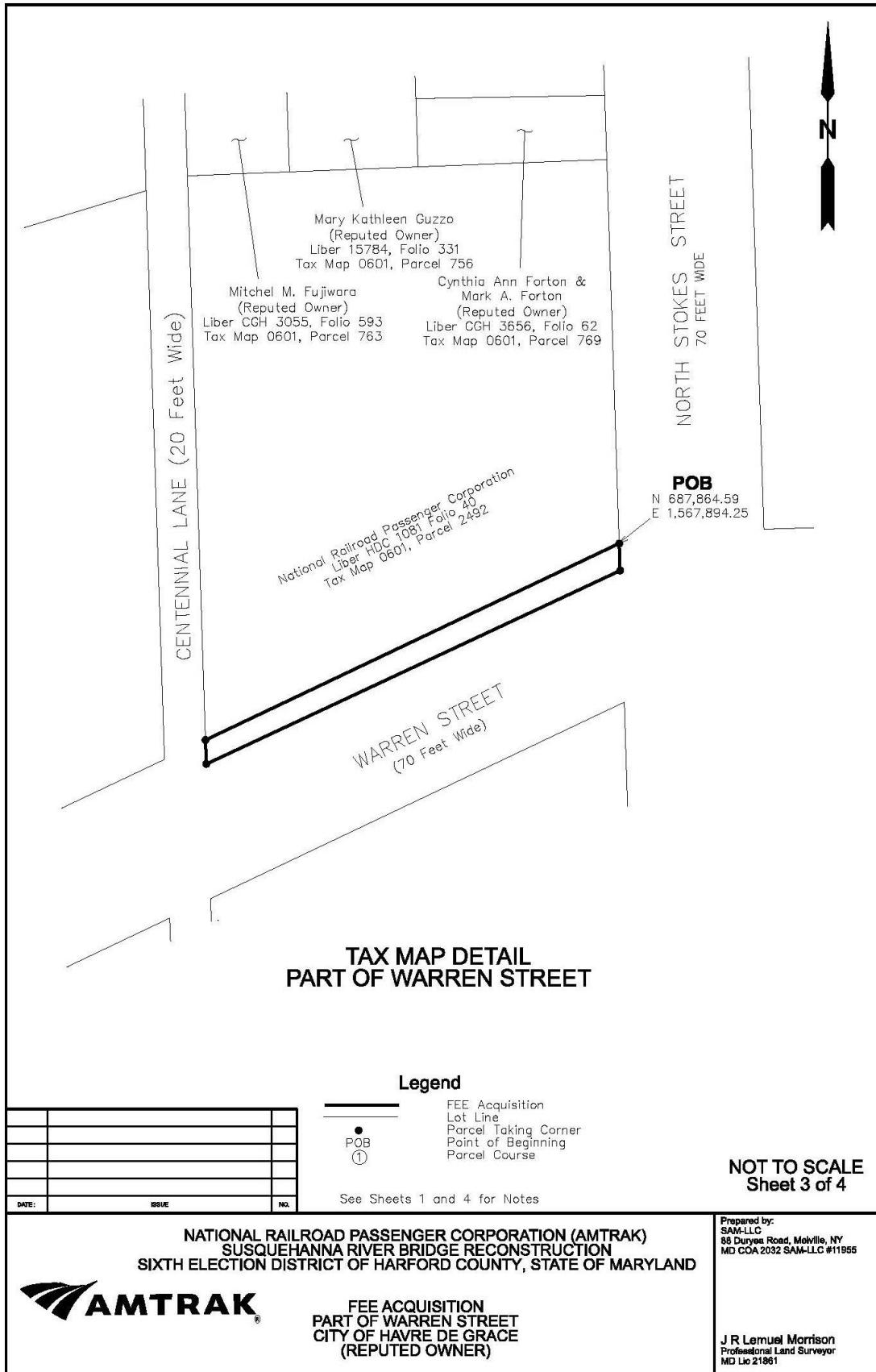
**FEE ACQUISITION
PART OF WARREN STREET
CITY OF HAVRE DE GRACE
(REPUTED OWNER)**

Prepared by:
SAM-LLC
88 Duryea Road, Melville, 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		<i>Prepared by:</i> SAM-LLC 88 Durfee Road, Molyville, NY MD COA 2032 SAM-LLC #11955
 FEE ACQUISITION PART OF WARREN STREET CITY OF HAVRE DE GRACE (REPUTED OWNER)		J R Lemuel Morrison Professional Land Surveyor MD Lic 21861

Exhibit B – Form of Deed for Fee Simple Transfers

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

Tax #: _____

SPECIAL WARRANTY DEED

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

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

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

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

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

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

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

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

49
50 **AND** Grantor does hereby covenant that it will warrant specially the property hereby
51 granted; and that it will execute such further assurances of the same as may be requisite.

52
53 **TO HAVE AND TO HOLD** the tract of land and premises above described to Grantee,
54 its successors and/or assigns, in fee simple, forever.

55
56
57 [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:

1
2 **EXHIBIT A**
3 **TO DEED**

4 **Legal Description**
5
6

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

9
10
11
12
13
14
15
16 Tax ID #:

17
18 For information only: Having an address of _____.

19

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

Exhibit D – Form of Permanent Easement Agreement

EASEMENT AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

**MAYOR AND CITY COUNCIL OF HAVRE DE GRACE
(HARVE DE GRACE, MARYLAND)**

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

BACKGROUND

- A. Owner is the owner of certain real property located at _____ in Havre de Grace, Maryland (the “**Property**”), as show on Exhibit A attached hereto and incorporated herein by this reference;
- B. Amtrak provides intercity passenger rail service to 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**”);
- C. Amtrak desires to permanently use a portion of the Property (“**Permanent Easement Property**”) identified on Exhibit B to access _____ to perform repairs and maintenance on _____;
- D. Amtrak hereby requests that Owner grant certain permanent rights on, over, across, above and under the Permanent Easement Property as described herein.
- E. Owner is willing to grant the aforementioned easement 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:

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-IS*, *WHERE-IS* condition. Amtrak represents that no statements, guarantees,
55 representations or warranties, either express or implied, with regard to the condition,
56 fitness for use, zoning, or as to any matter or thing affecting or related to the Permanent
57 Easement Property have been made that are not specifically expressed herein.

58

59 c. Owner covenants and agrees that it shall in no way interfere with Amtrak’s use and
60 occupancy of the Permanent Easement Property as contemplated by this Agreement,
61 and shall not permit any tenants, subtenants, occupiers, invitees, or guests of the
62 Property to interfere with Amtrak’s use and occupancy of the Permanent Easement
63 Property as contemplated by this Agreement.

64

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

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

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

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

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,

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

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.

9. MISCELLANEOUS.

a. Time is of the essence in this Agreement.

b. No change or modification of any of the covenants, terms or provisions hereof will be 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 _____ Joseph Conaway, Acting Director of the _____
252 Department of Public Works

253
254
255
256
257
258

WITNESS:**AMTRAK**

By: _____
Name: _____
Title: _____

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: _____

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

Exhibit F – Form of Temporary Construction Easement Agreement

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

(HAVRE DE GRACE, MARYLAND)

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

BACKGROUND

- A. The Owner owns certain real property located at _____ in Havre de Grace, Maryland (the “**Property**”), as further described on Exhibit A attached hereto and incorporated herein by this reference.
- B. 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 the Amtrak-owned Susquehanna River Rail Bridge (“**Project**”).
- C. Amtrak desires to temporarily use the portion of the Property identified on Exhibit B (“**TCE Property**”) to access and stage construction equipment and materials during the Project.
- D. Amtrak hereby requests that Owner grant certain temporary rights on, over, across, above and under the Property as described herein.
- E. Owner is willing to grant the aforementioned easement 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:

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 2. **EASEMENT FEE.** Amtrak shall pay Owner the amount of One Dollar (\$1.00) for the rights
78 granted in this Agreement (the “**Easement Fee**”).

80

81 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.

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

138
139 c. Owner shall indemnify, defend and hold harmless Amtrak, its officers, officials,
140 employees and agents from and against any and all liability, loss, damage, expense,
141 costs (including without limitation, costs and fees of litigation) due to bodily injury,
142 including death, to any person, or loss or damage (including loss of use) to any property,
143 caused by the sole and direct willful misconduct of Owner, its officers, officials,
144 directors, its employees or agents in connection with this Agreement, or the Owner's
145 failure to comply with any of its obligations contained in this Agreement.

146
147 d. The provisions of this Section 6 shall survive the expiration or earlier termination of
148 this Agreement.

149
150 7. **ASSIGNMENT.** Owner may not assign this Agreement or any of the rights hereunder
151 without the prior written consent of Amtrak, which consent Amtrak may grant, deny or
152 condition in Amtrak's sole and absolute discretion. Notwithstanding the foregoing, Owner
153 may assign this Agreement without the prior written consent of Amtrak, to any subsequent
154 owner of the Property. Owner shall provide Amtrak with written notice of such assignment
155 within ten (10) business days of such assignment.

156
157 8. **NOTICES.** Any notice or communication required to be given hereunder shall be deemed
158 sufficiently served or rendered if in writing, delivered or sent by registered or certified mail,
159 or by nationally recognized overnight delivery service, addressed to:

160
161 **Amtrak:**

162 National Railroad Passenger Corporation
163 1 Massachusetts Ave NW
164 Washington, DC 20001

165
166 **Owner:**

167 Director of Administration
168 711 Pennington Avenue
169 Havre de Grace, MD 21078

170
171 **With a copy to:**

172 City Attorney
173 711 Pennington Ave.
174 Havre de Grace, MD 21078

175
176 or at such address as the parties may designate by written notice. Either Party may, any
177 time, change its address for the above purposes by sending written notice to the other
178 Party stating the change and setting forth the new address. Any notice that may or is
179 required to be given to the other party in connection with this Agreement may be given
180 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