



**TOWN COUNCIL  
SPECIAL MEETING AGENDA  
Starting at 5:40 PM  
May 10, 2022**

- I. Call to Order and roll call**
- II. Pledge of Allegiance**
- III. Fishing Creek Dredge Maintenance Easement and Authorization to the Army Corp of Engineers**
- IV. Adjournment**

**8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732**

**(410) 257-2230      (301) 855-8398**



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator

Subject: Fishing Creek Dredge Maintenance Easement and Authorization to the Army Corp of Engineers

Date: May 6, 2022

## I. BACKGROUND:

The Army Corps of Engineers requires authorization from the Town of Chesapeake Beach to access the Town of Chesapeake Beach Dredge Material Placement (DMP) site located at 3940 Gordon Stinnett Avenue. The legal description is Parcel L CHES BEACH Map 0101 Grid 0019 Parcel 0058. Property Land Area 7.88 AC.



The Army Corps of Engineers utilizes the Town's DMP site to place the dredge yield at the site through hydraulic dredging of the channel and the dredging required to make the necessary repairs to the jetty wall.

The Army Corp. of Engineers will pay all costs associated with dredging and Fishing Creek Channel and all activities related to placement in the DMP site.

## II. RECOMMENDATIONS:

It is recommended that Town Council authorize the Mayor to execute the easement allowing the Army Corp of Engineers to utilize the DMP site for dredged material placement.



**FISHING CREEK  
CALVERT COUNTY,  
MARYLAND**

**Existing Project:** The project provides for a channel 7 feet deep with widths of 100 feet and 60 feet from deep water in Chesapeake Bay to an anchorage of the same depth, 120 feet wide and 400 feet long, located in the marsh 500 feet above the mouth or the creek and for twin stone jetties at the entrance. The north jetty is about 1,050 long and the south jetty is about 1,100 feet long. The project length is 4,200 feet.

**Range of Tide:** 1.0 feet.

**NAVD 88 (Adjustment to MLLW for the '83-'01 Tidal Epoch = 0.78' approximately. Adjustment obtained using VDATUM.)**

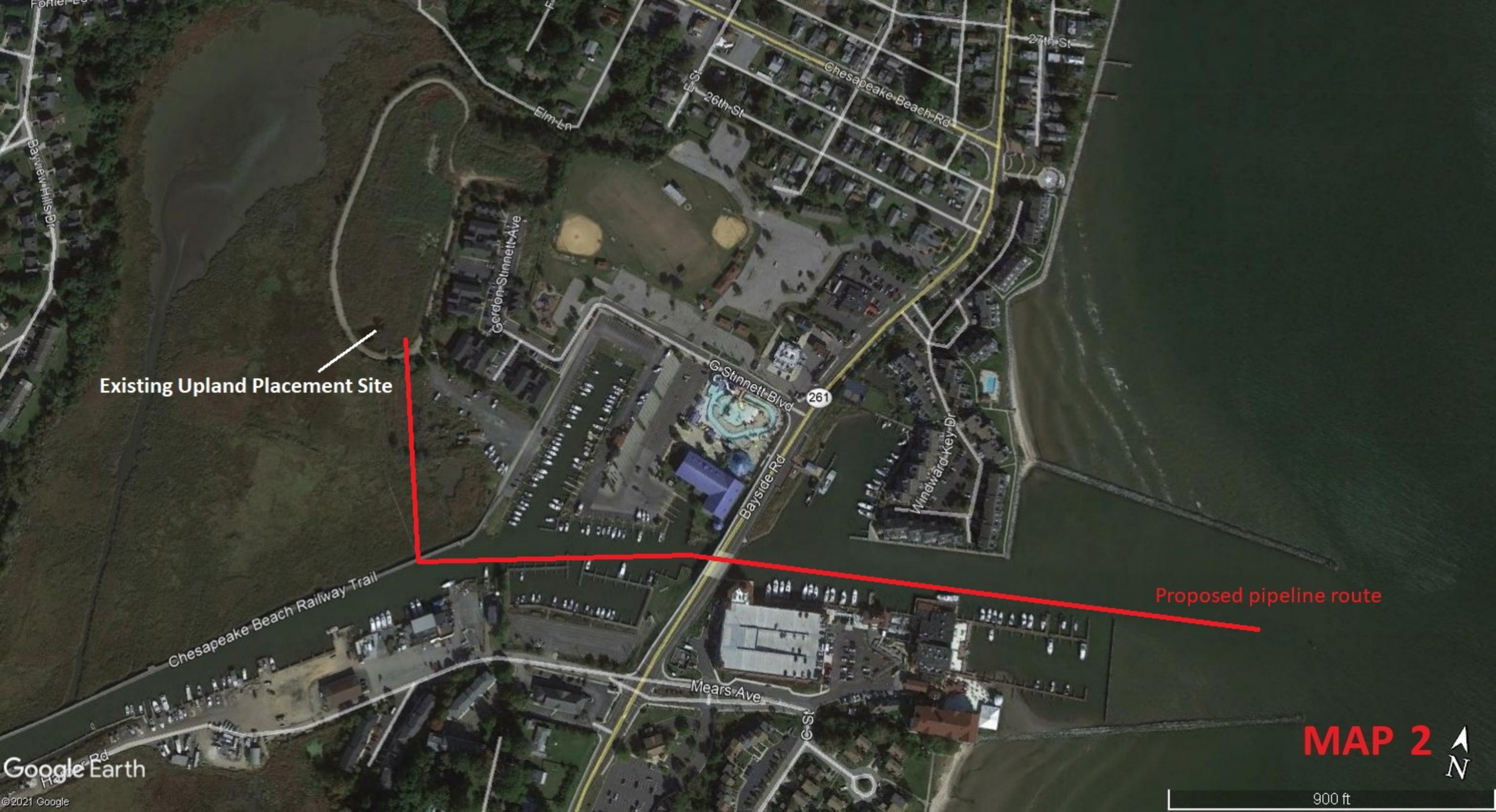
**Soundings are in feet  
Datum Plane is Local M.L.L.W.**



BALTIMORE DISTRICT, BALTIMORE, MD

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS user community





Existing Upland Placement Site

Proposed pipeline route





AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

Mr. Craig R. Homesley  
Chief, Civil Projects Support Branch  
Real Estate Division  
U.S. Army Engineer District, Baltimore  
ATTN: CENAB-REC  
2 Hopkins Plaza  
Baltimore, Maryland 21201

Dear Mr. Mr. Homesley:

I, Patrick J. Mahoney, Mayor, of the Town of Chesapeake Beach, do hereby certify that Town of Chesapeake Beach has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support maintenance dredging of the Fishing Creek Navigation Maintenance Dredging Project. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon the property to support maintenance dredging of the Fishing Creek Navigation Maintenance Dredging Project, as set forth in the plans and specifications held in the U.S. Army Corps of Engineers' Baltimore District Office, Baltimore, Maryland.

WITNESS my signature as the Mayor of the Town of Chesapeake Beach this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

Mayor

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Todd K. Pounds, Esq. Town Attorney, certify that Chesapeake Beach, Maryland has authority to grant the above Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as Town Attorney for Chesapeake Beach, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

BY: \_\_\_\_\_

Town Attorney  
Chesapeake Beach, Maryland

## DREDGED MATERIAL EASEMENT DEED

**THIS EASEMENT DEED** made this      day of                      , 20    , between                      , hereinafter called Grantor, and CHESAPEAKE BEACH, a political subdivision in CALVERT COUNTY of the State of Maryland, hereinafter called Grantee,

Witnesseth:

**WHEREAS**, construction and maintenance of the [Fishing Creek, Maryland River and Harbor Project](#) (hereinafter called the "Project"), was authorized by the River and Harbor Act approved 26 August 1937, (Public Law 75-392, 75<sup>th</sup> Congress, 1<sup>st</sup> Session, Chapter 832, 50 Stat. 844 and 846), in accordance with plans recommended in the Senate Commerce Committee Document, Seventy-fifth Congress; and

**WHEREAS**, such authorization is subject to the condition that local interests furnish free of cost to the United States all lands, easements, rights-of-way and suitable dredged material disposal areas for the improvement and maintenance of the Project, and hold and save the United States free from all claims for damages incidental thereto, except damages due to the fault or negligence of the Government or its contractors; and

**WHEREAS**, by Agreement dated 22 November 1976, the Town of Chesapeake Beach agreed to furnish, without cost to the United States, all lands, easements, rights-of-way and suitable dredged material disposal areas necessary for the construction and maintenance of the Project, as and when required; and

**WHEREAS**, the Grantor is the owner in fee simple of a tract of land situate in the                      Election District, Calvert County, State of Maryland, BEING all that tract or parcel of land which by Deed dated                      and recorded among the land records of the Calvert County, Maryland at Liber                      , Folio                      , was conveyed by                      to the said Grantor.

**AND WHEREAS**, the Grantee desires to acquire an interest in the said tract of land so the United States might use a portion of it for the purpose of depositing from dredging operations dredged material and other uses incidental thereto, which said portion of said above described parcel of land is delineated on Exhibit "A" attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the benefits to the Grantor from the improvement and maintenance of the Project, sufficiency of which is hereby expressly acknowledged, the Grantor does hereby give, grant, and convey unto the said Grantee, its successors and assigns, a right and privilege, for a period of two years beginning with the date hereof, for use by the United States, to enter upon, occupy, and use the part of the land designated above which is delineated in Exhibit "A", or any portion thereof, for the purpose of depositing dredged material excavated as a result of the maintenance and improvement of the Project.

**RESERVING HOWEVER**, to the Grantor all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby conveyed to the Grantee; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantee shall have the right to clear and keep clear all trees, or undergrowth and other obstruction from the herein granted easement, and the Grantor agrees not to do any filling, grading, or other activity during stated period on the herein granted easement that will interfere with the normal operation and maintenance of said dredged material disposal area. It is agreed that the within named consideration is in full payment for any timber cut or to be cut in the deposit of dredged material and earth, or in the operation and/or maintenance of said dredged material disposal area.

**TO HAVE AND TO HOLD FOR PERIOD OF TWO (2) YEARS**, as above provided, unto said Grantee, its successors and assigns, the rights herein granted.

**THE GRANTOR** does hereby expressly and fully release the United States of America, its officers, agents, servants and contractors, from liability for any and all damages done or caused to be done and from any claim or demand whatsoever for injuries suffered by or done to the said premises by reason of the deposit of such spoil or other materials, excepting damages or injuries due to the fault or negligence of the United States or its contractors.

**AND THE SAID** Grantor will warrant and defend, for the period of the easement, the right and title to the property described above and delineated in Exhibit "A" unto the said Grantee against the claims of all persons whomsoever.

This easement is being acquired for use by the United States Army Corps of Engineers, Baltimore District, Baltimore, Maryland.

**IN WITNESS WHEREOF**, the Grantor has hereunto set their hand and seal, this  
day of \_\_\_\_\_, 20 .

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
WITNESS

Town of Chesapeake Beach )

STATE OF MARYLAND )  
 )ss:

I hereby certify, that on this       day of       in the year 20   , before the  
subscribed       personally appeared       , and  
acknowledged the foregoing deed to be his act.

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NOTARY PUBLIC

(NOTARY)  
(SEAL)

My Commission Expires: \_\_\_\_\_





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT  
2 HOPKINS PLAZA  
BALTIMORE, MD 21201

April 19, 2022

Real Estate Division  
Civil Projects Support Branch

Ms. Holly Wahl  
[hwahl@chesapeakebeachmd.gov](mailto:hwahl@chesapeakebeachmd.gov)

Dear Ms. Wahl:

This office proposes to perform maintenance dredging of the Federal Navigation Project in Fishing Creek, Calvert County, Maryland in 2022. In accordance with a Local Cooperation Agreement dated 22 November 1976, the County of Calvert agreed to furnish without cost to the United States all lands, easements, right-of-ways and suitable disposal areas necessary for the construction and maintenance of the Project as and when required.

Please provide this office with the necessary placement site easements and pipeline right-of-way deeds for the planned dredging of the project. A map of the proposed project dredged material placement site and pipeline route is enclosed. Copies of sample easements are enclosed for your information. The easements are required as soon as possible. We will also need a right-of-entry letter granting the Government permission to use the areas, after they are obtained by the County. A sample of the Authorization to Enter letter, is also enclosed, which should be reproduced on County letterhead and returned to this office along with the easements.

If you have any questions or concerns about this matter, please do not hesitate to contact Mr. Craig Homesley of this office, at (410) 962-4944, or at [craig.r.homesley@usace.army.mil](mailto:craig.r.homesley@usace.army.mil).

Your cooperation is appreciated.

Sincerely,

Craig R. Homesley  
Chief, Civil Project Support Branch  
Real Estate Division

Enclosures

## **DREDGED DISPOSAL PIPELINE EASEMENT DEED**

**THIS EASEMENT DEED** made this \_\_\_\_ day of \_\_\_\_\_, 2022, between \_\_\_\_\_, hereinafter called Grantor, and the Town of Chesapeake Beach, political subdivision of the State of Maryland, Grantee,

Witnesseth:

**WHEREAS**, construction and maintenance of the [Fishing Creek, Maryland River and Harbor Project](#) (hereinafter called the "Project"), was authorized by the River and Harbor Act approved 26 August 1937, (Public Law 75-392, 75<sup>th</sup> Congress, 1<sup>st</sup> Session, Chapter 832, 50 Stat. 844 and 846), in accordance with plans recommended in the Senate Commerce Committee Document, Seventy-fifth Congress; and

**WHEREAS**, such authorization is subject to the condition that local interests furnish free of cost to the United States all rights-of-way and dredged material disposal areas necessary for the construction and subsequent maintenance of the Project, and hold and save the United States free from damages due to the construction and maintenance of the Project, except damages due to the fault or negligence of the Government or its contractors; and

**WHEREAS**, by agreement dated 22 November 1976, the Town of Chesapeake Beach agreed to furnish, without cost to the United States, all lands, easements, rights-of-way and suitable dredged disposal areas necessary for the construction and maintenance of the Project, as and when required; and

**WHEREAS**, the Grantor is the owner in fee simple of a tract of land identified as Parcel \_\_\_\_\_, Map NO. \_\_\_\_, Grid \_\_\_\_\_, situate in the \_\_\_\_\_ Election District, Somerset County, State of Maryland, BEING all that tract or parcel of land which by Deed dated \_\_\_\_\_ and recorded among the land records of Somerset County, Maryland at Liber \_\_\_\_\_, Folio \_\_\_\_\_, was conveyed by \_\_\_\_\_ to the said Grantor.

**AND WHEREAS**, the Grantee desires to acquire an interest in the said tract of land so the United States might use a portion of it for the purpose of placing dredged material disposal pipelines and other uses incidental thereto, which said portion of said above described parcel of land is delineated on Exhibit "A" attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the benefits to the Grantor from the maintenance of the improvement of the Project, the sufficiency of which is hereby expressly acknowledged, the Grantor does hereby give, grant, and convey unto the said Grantee, its successors and assigns, the following estate: An assignable easement and right-of-way in, on, over and across the land delineated on Exhibit "A", for the period of two (2) years, for the location, construction, operation, maintenance, alteration, repair and patrol of dredged material disposal pipelines and related pipelines; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstruction and other vegetation, structures or obstacles within the limits of the right-of-way.

**RESERVING HOWEVER**, to the Grantor all such rights and privileges as may be used

without interfering with or abridging the rights and easement hereby conveyed to the Grantee; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantee shall have the right to clear and keep clear all trees, or undergrowth and other obstruction from the herein granted easement, the said Grantor agrees not to do any filling, grading, or other activity during stated period on the herein granted easement that will interfere with normal operation and maintenance of said pipeline area. It is agreed that the within named consideration is in full payment for any timber cut or to be cut in the placement of dredged material disposal pipelines or related pipelines, or in the operation and/or maintenance of said dredged material disposal pipeline area.

**TO HAVE AND TO HOLD FOR PERIOD OF TWO (2) YEARS**, unto said Grantee, its successors and assigns, the rights herein granted.

**THE GRANTOR** does hereby expressly and fully release the United States of America, its officers, agents, servants and contractors, from liability for any and all damages done or caused to be done and from any claim or demand whatsoever for injuries suffered by or done to the said premises by reason of the placement of such spoil disposal pipelines, excepting damages or injuries due to the fault or negligence of the Government or its contractors.

**AND THE SAID** Grantor will warrant and defend, for the period of the easement, the right and title to the portion of the above described property which is delineated in Exhibit "A" unto the said Grantee against the claims of all persons whomsoever.

This easement is being acquired for use by the United States Army Corps of Engineers, Baltimore District, Baltimore, Maryland.

**IN WITNESS WHEREOF**, the Grantor has hereunto set their hand and seal, this day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Signed, sealed and delivered  
in the presence of:



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WITNESS

Town of Chesapeake Beach CALVERT COUNTY, STATE OF MARYLAND

I hereby certify, that on this \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before the subscribed personally appeared \_\_\_\_\_, and acknowledged the foregoing deed to be his act.

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NOTARY PUBLIC

(NOTARY)  
(SEAL)

My Commission Expires: \_\_\_\_\_