

COURT OF APPEALS OF MARYLAND

Joseph Sheppard Rogers, Trustee v. P-M Hunter's Ridge, LLC, et al.,
407 Md. 712

967 A.2d 807 (2009) · No. No. 76, September Term, 2008 · Decided March 18, 2009

SUMMARY

The Maryland Court of Appeals considered whether a servient tenant could unilaterally relocate or extinguish roadway and utility easements benefiting the Rogers property. The court analyzed the language of the 1963 deeds and subsequent easement declarations, including whether the construction of an existing roadway foreclosed alternative access options. The excerpt addresses the nature, location, and enforceability of express easements.

CASE DETAILS

COURT	Court of Appeals of Maryland
WRITING FOR THE COURT	Battaglia; Bell, C.J.; Greene; Murphy; Barbera; Lawrence F. Rodowsky, Retired, specially assigned; Raymond G. ThiemE, Jr., Retired, specially assigned
JURISDICTION	Maryland
DECIDED	March 18, 2009
DOCKET	No. 76, September Term, 2008
DISPOSITION	vacated
PROCEDURAL POSTURE	Hunter's Ridge filed an action for declaratory relief in the Circuit Court for Prince George's County concerning the relocation or extinguishment of roadway and utility easements. After a bench trial, the circuit court ruled for Hunter's Ridge. The Court of Special Appeals affirmed in an unreported opinion. The Court of Appeals of Maryland granted certiorari, vacated the appellate judgment, and remanded for further proceedings.
STANDARD OF REVIEW	Interpretation of deeds and easement instruments; where an easement is specifically located, interpretation is confined to the four corners of the instrument, but where the easement is granted in general terms and its location is ambiguous, surrounding circumstances, subsequent agreements, and subsequent conduct may be considered. The court reviewed the legal conclusions concerning deed interpretation de novo

	and remanded for factual development concerning subsequent use and acquiescence.
PRECEDENTIAL VALUE	published precedential opinion of the Court of Appeals of Maryland
PARTIES	Joseph Sheppard Rogers, Trustee, Rogers v. P-M Hunter's Ridge, LLC, Hunter's Ridge, et al.

TOPICS

easements real estate declaratory judgment equitable relief

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the 1963 deeds permitted Hunter's Ridge, without the Rogers' consent, to destroy or relocate the existing roadway easements and substitute access through a public roadway connecting to 75th Avenue.
2. Whether the deed provisions authorizing relocation of a roadway applied to the existing roadway easements or only to a roadway constructed by the Rogers after the servient owners failed to provide the required access.
3. Whether the utility easements were created for the benefit of the Rogers property and therefore could not be unilaterally relocated or extinguished by Hunter's Ridge.

HOLDINGS

1. The roadway easements were reserved in general terms and their locations were ambiguous because the deeds offered alternative access options and referenced an unavailable site plan. The parties' subsequent agreements and conduct, including use by the dominant tenant and acquiescence by the servient tenant, must be considered to determine whether the roadway locations became fixed and whether any easement or relocation option was abandoned or extinguished.
2. The provisions allowing the servient owner to relocate a roadway at comparable quality and construction applied to a roadway constructed by the Rogers after the servient owner failed to construct the required roadway within the specified period. They did not give Hunter's Ridge a unilateral right to relocate or extinguish the existing roadway easements.
3. The utility easements at issue were not created for the benefit of the Rogers property and could be moved or extinguished by Hunter's Ridge. The Rogers never exercised the right to connect to the utility systems, and the later declarations stated that the easements were intended to serve apartments constructed on the Hunter's Ridge property.

KEY QUOTATIONS

“after the location of the right of way which has been granted in general terms has been defined and fixed by the owners of the dominant and servient tenements by user in a particular location over a long period of time, it becomes as definitely established as if the grant or reservation had so located it by metes and bounds and the location of the right of way as thus defined can only be changed by agreement of the owners of the dominant and servient tenements.” (407 Md. at 822-23)

“When a right of way reserved in general terms has been definitely located and the owner of the dominant tenement has acquired vested right in the way as located, the general rule is that the location of the way can be changed only by agreement of the owners of the dominant and servient tenements.” (407 Md. at 823)

FACTUAL BACKGROUND

In 1963, the Rogers family conveyed portions of a Prince George's County tract while reserving roadway and utility access benefiting the retained parcel. The deeds provided alternative mechanisms for roadway access and referenced a site plan that could not be located; later declarations described several roadway and utility easements, and a 1969 court order permitted construction of a road connecting the Rogers parcel to Mathias Road. Rogers used that roadway for more than thirty-five years, while the servient owners acquiesced in the use. After Hunter's Ridge acquired the surrounding properties in 2004, it proposed destroying the existing roads and utility lines and providing access through new roads connecting to 75th Avenue.

PROCEDURAL HISTORY

The circuit court held that Hunter's Ridge could construct a public roadway connecting the Rogers property to 75th Avenue and could move or extinguish utility easements located on Hunter's Ridge's property. The Court of Special Appeals affirmed. The Court of Appeals held that the roadway easements were general and ambiguous as to location, making subsequent agreements and conduct relevant to determining the parties' intent; it also rejected Hunter's interpretation of the deed's relocation clause. The court agreed with the lower courts that the utility easements were not intended to benefit the Rogers property and remanded for a declaratory judgment consistent with the opinion.

DISPOSITION

vacated

REMAND INSTRUCTIONS

The judgment of the Court of Special Appeals was vacated, and that court was directed to vacate the judgment of the Circuit Court for Prince George's County and remand the case to the circuit court for the filing of a declaratory judgment consistent with the opinion. On remand, evidence of subsequent use, acquiescence, and other conduct was to be considered in determining the location and possible extinguishment of the roadway easements or relocation option.

CASES CITED

- Rogers v. Hunter's Ridge, 405 Md. 506, 954 A.2d 467 (2008)
- Boucher v. Boyer, 301 Md. 679, 484 A.2d 630 (1984)

- Miller v. Kirkpatrick, 377 Md. 335, 833 A.2d 536 (2003)
- Knotts v. Summit Park Co., 146 Md. 234, 126 A. 280 (1924)
- Atlantic Construction Corp. v. Shadburn, 216 Md. 44, 139 A.2d 339 (1958)
- Slear v. Jankiewicz, 189 Md. 18, 54 A.2d 137 (1947), cert. denied, 333 U.S. 827 (1948)
- Greenwalt v. McCardell, 178 Md. 132, 12 A.2d 522 (1940)
- Board of County Commissioners of Garrett County v. Bell Atlantic-Maryland, Inc., 346 Md. 160, 695 A.2d 171 (1997)
- Consolidated Gas Co. v. Mayor and City Council of Baltimore, 101 Md. 541, 61 A. 532 (1905)
- Millson v. Laughlin, 217 Md. 576, 142 A.2d 810 (1958)
- Maddran v. Mullendore, 206 Md. 291, 111 A.2d 608 (1955)
- Weems v. County Commissioners of Calvert County, 397 Md. 606, 919 A.2d 77 (2007)
- Glenn v. Davis, 35 Md. 208 (1872)
- Chevy Chase Land Co. v. United States, 355 Md. 110, 733 A.2d 1055 (1999)
- United Finance Corp. v. Royal Realty Corp., 172 Md. 138, 191 A. 81 (1937)
- Taylor v. Solter, 247 Md. 446, 231 A.2d 697 (1967)
- Sibbel v. Fitch, 182 Md. 323, 34 A.2d 773 (1943)
- Stevens v. Powell, 152 Md. 604, 137 A. 312 (1927)
- Weeks v. Lewis, 189 Md. 424, 56 A.2d 46 (1947)