LIBER 001 PAGE 01

RECEIPT 10739

THIS DEED OF EASEMENT AND AGREEMENT, Made this 30th day of April, 1971, between the COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body corporate and politic, and the SOUTHERN MARYLAND-ELECTRIC COOPERATIVE, A Cooperative duly incorporated under the laws of Maryland, Parties of the First Part, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, Party of the Second Part.

WHEREAS, the Party of the Second Part desires to construct, maintain and operate sewers, drains, water pipes and related appurtenances, in and across the land and easement granted to the Southern Maryland Electric Cooperative hereinafter described, and the Parties of the First Part are willing to grant such right, subject to the conditions set forth below.

NOW THEREFORE, in consideration of the premises and the sum of Four Thousand, Nine Hundred Fifty and 00/100 Dollars ($4,950.00), the receipt of which is hereby acknowledged, the said parties of the first part hereby grant and convey unto the St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct, operate and maintain sewers, drains, water pipes and related appurtenances in and through the land and easement of the parties of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland; said sewers, drains, water pipes and related appurtenances to be laid in the right-of-way which is described as follows:

PART I

BEGINNING for the centerline of a thirteen (13) foot permanent easement for said utilities at a point in the center of Maryland Route No. 235; said point of beginning being distant 21.5 feet southwesterly from the northeast side of a 66 foot strip of land (formerly known as the U.S. Government Railroad) heretofore conveyed by the U.S. Government to the County Commissioners of St. Mary's County, and running thence parallel to and 21.5 feet southwesterly from said northeast side of said strip North 58°27' 37" West 16,320 feet, more or less, to a point of ending in the northwestern boundary of the Mattapany Sanitary District.

Received this 17th day of May 1972 at 4:20 o'clock P M., for RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

LIBER 001 PAGE 01

Ridge MC

Together with a construction easement 15 feet wide, lying between the northeast side of said 66 foot strip of land and the northeast side of a 13 foot permanent easement herein described; and extending the full length of the aforesaid 13 foot permanent easement.

Together with a construction easement 23 feet wide, lying adjacent to the southwest side of said 13 foot permanent easement and within the 66 foot easement reserved for the use of the Southern Maryland Electric Cooperative, Inc.; and extending the full length of the aforesaid 13 foot permanent easement. Together with the right to use the existing railroad tract contained within this 23 foot easement for construction purposes during the sewer and water construction period.

Together with the right to construct, maintain and operate said utilities across the remainder of the 66 foot wide Southern Maryland Electric Cooperative easement strip with sewer and water lines as may be required to connect to those parts of the Mattapany Sanitary District lying southwest and northeast of said 66 foot strip; also including the use of any slope easement that may be held by the County Commissioners of St. Mary's County lying outside of said 66 foot wide strip. This right to cross is subject to prior written notification, mutually acceptable engineering plans, and written approval by both parties.

PART II

BEGINNING for the centerline of a permanent 20 foot easement at a point on the northeast side of a strip of land (formerly known as the U.S. Government Railroad) heretofore conveyed by the U. S. Government to the County Commissioners of St. Mary's County, said point being distant North 58° 27' 32" West 144.91 feet from an iron pipe found on the northeast side of said strip of land and at the southeast corner of the J. Ogden Thomas land; and running thence South 21° 46' 18" East 110.48 feet to a point of ending on the southwest side of said strip of land.

Together with a construction easement, being an 80 foot strip of land, 40 feet to the northeast and 40 feet to the southwest of the above described South 21° 46' 18" East 110.48 foot centerline.

AND, the parties of the first part for themselves, their successors and/or assigns, do hereby agree that the St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct, maintain and operate said public utilities and appurtenances, provided, however, that the ground throughout these easements shall be restored and left in good condition; that reasonable care be given to protect any facilities located within these easements belonging to the parties of this agreement, and that payment will be made

for damages occurring to, and relocation or removal of such facilities as may be mutually agreed to, by the party causing such action. The Southern Maryland Electric Cooperative shall retain all rights for its transmission lines as contained in the original agreement except as modified herein.

AND the parties of the first part do hereby agree to permit continued access to this permanent easement by the party of the second part, for the purpose of making openings and excavations and to cross, lay, construct, maintain and operate its utilities and appurtenances under mutually agreeable operating arrangements between both parties.

THE party of the second part agrees to save the parties of the first part harmless from any and all liability caused by the party of the second part in the exercise of the rights granted herein.

AS WITNESS the due execution hereof.

ATTEST:

Paul R. Raley
Paul R. Raley, Adm. Officer

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND

By George R. Aud
George R. Aud, President

John W. Williams
John W. Williams, Secretary

SOUTHERN MARYLAND ELECTRIC COOPERATIVE, INC.

By James P Bowling
James Bowling, President

T. B. Clark
Thurston B. Clark, Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Lewis C Merchant
Lewis C. Merchant, Chairman

APPROVED AND CONSENTED TO:

General Services Administration

By L. E. Oswalt 5-25-71

Regional Director, PMDS

LIBER 001 PAGE 03

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 30th day of April, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George R. Aud, President, ~~and Helen M. Bailey, Secretary~~ of the County Commissioners of St. Mary's County, Maryland, and acknowledged the foregoing Deed of Easement and Agreement to be their respective act on behalf of the said County Commissioners of St. Mary's County, Maryland.

As Witness, my hand and Notarial Seal.

Jean S Joyce
Notary Public

STATE OF MARYLAND, COUNTY OF ~~ST. MARY'S~~ CHARLES, to wit:

I Hereby Certify that on this 30th day of April, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James Bowling, President, and John W. Williams, Secretary of the Southern Maryland Electric Cooperative, Inc., and acknowledged the foregoing Deed of Easement and Agreement to be their respective act on behalf of the said Southern Maryland Electric Cooperative, Inc.

As Witness, my hand and Notarial Seal.

My Commission Expires July 1, 1974. Elizabeth L. Roach
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 19th day of April, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lewis C. Merchant, Chairman, and Thurston B. Clark, Secretary of the St. Mary's County Metropolitan Commission, and acknowledged the foregoing Deed of Easement and Agreement to be their respective act on behalf of the said St. Mary's County Metropolitan Commission.

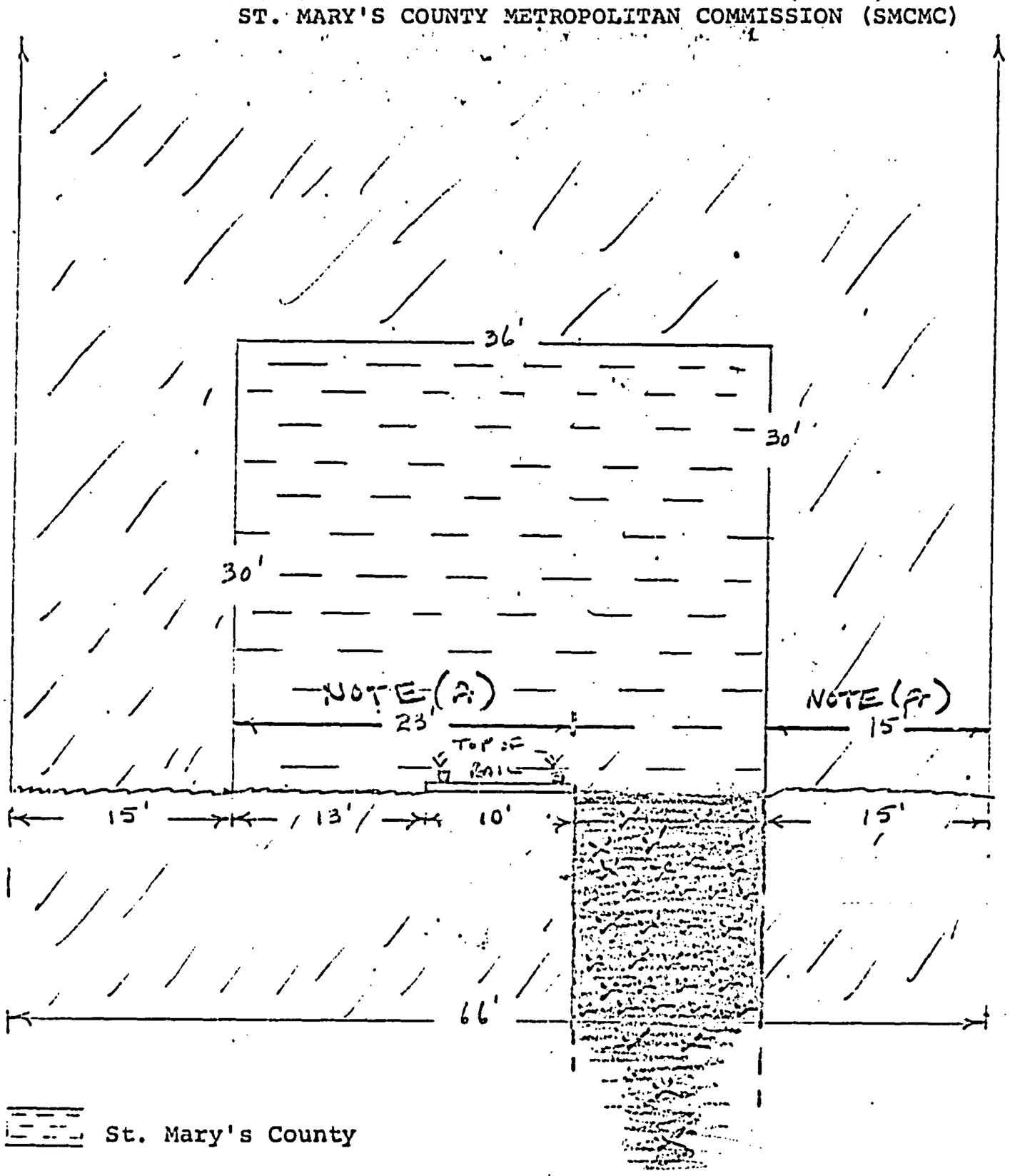
As Witness, my hand and Notarial Seal.

Ruley M Henderson
Notary Public

LIBER 001 PAGE 04

EASEMENT DIAGRAM
PART I

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND
SOUTHERN MARYLAND ELECTRIC COOPERATIVE (SMECO)
ST. MARY'S COUNTY METROPOLITAN COMMISSION (SMCMC)



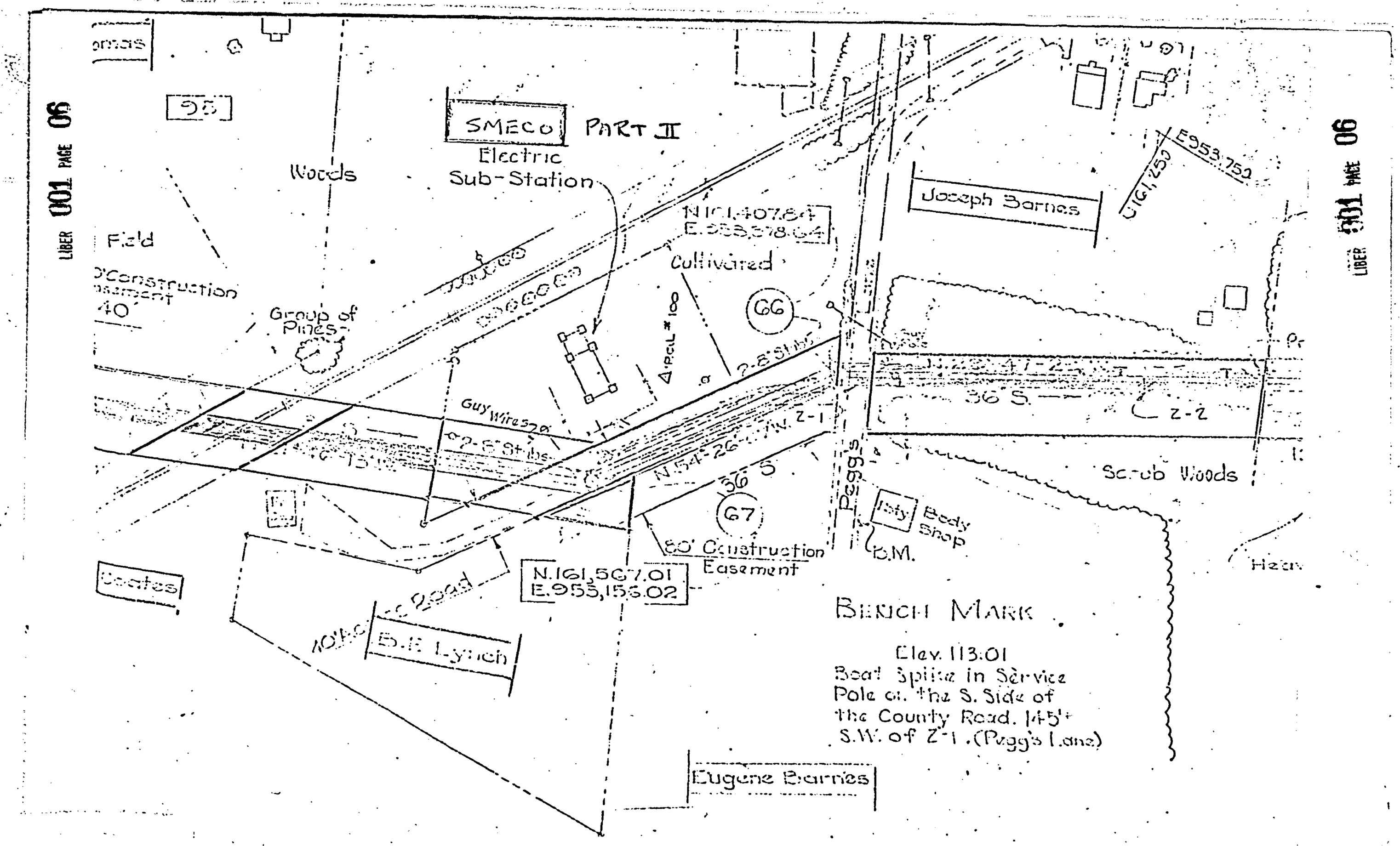
St. Mary's County

SMECO Easement

SMCMC Permanent Easement (Proposed)

A SMCMC Temporary Construction Easement (Proposed)

LIBER 001 PAGE 06



LIBER 001 PAGE 06

RECEIPT 10740

THIS DEED OF EASEMENT AND AGREEMENT made this 14 day of JANUARY, in the year Nineteen Hundred and Seventy-TWO, between Patuxent Development Company, Inc. and J. Laurence Millison, parties of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the parties of the first part are willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said parties of the first part hereby grant and convey all of their right, title and interest into the hereinbelow described property unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the parties of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

PART I

BEGINNING for a centerline of a twenty-foot permanent easement at a point on the northwest side of Great Mills Road, Maryland Route #246, 80 feet wide, as shown on S.R.C. right-of-way plat #11042, said point being distance South 63 deg. 36' 42" West 22.66 feet from the southwest corner of a tract of land conveyed to J. Laurence Millison by deed dated August 23, 1968, and recorded among the Land Records for St. Mary's County in Liber MRF 144, Folio 1, running thence North 21 deg. 15' 59" West 132.07 feet to a point of ending on the North 31 deg. 16' 18" West 284.50 foot line of a tract of land conveyed to Patuxent Development

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

Received this 18th
day of May 19 72
at 8:30 o'clock A M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Consideration $30.50

Rcdg NC

EASEMENT #2

LIBER 001 PAGE 07

Company, Inc., deed dated February 1, 1950, and recorded among the aforesaid land records in Liber 24, Folio 315, said point of ending being distance South 31 deg. 30' 49" East 214.20 feet from the end of said line. Containing 2,640 square feet of land more or less.

The permanent easement being a strip of land 10' to the northeast and 10' to the southwest of the above mentioned North 21 deg. 15' 59" West 132.07 foot line.

PART II

BEGINNING for a construction easement at a point at the end of the South 24 deg. 31 ' 18" East 816.40 foot line as shown on a plat of Patuxent Park, Section 1, and recorded among the Land Records for St. Mary's County in Liber C.B.G. 18, Folio 245 said point being at the end of the North 31 deg. 16' 18" West 284.50 foot line of a tract of land conveyed to Patuxent Development Company, Inc. by deed dated February 1, 1950, and recorded among the aforesaid Land Records in Liber 24, Folio 315, running thence reversely on said line South 31 deg. 30' 49" East 285.36 feet; thence South 30 deg. 38' 40" East 60.84 feet to a point on the northwest side of Great Mills Road (Md. Rt. #246) as now laid out 80 feet wide; thence on the northwest side of said road South 63 deg. 36' 42" West 39.79 feet, thence leaving said road North 24 deg. 45' 49" West 345.03 feet to the place of beginning. Containing 0.161 acres of land more or less.

THE said parties of the first part do hereby grant unto the St. Mary's County Metropolitan Commission the right to use the above described parcel referred to as Part II during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent thereto.

AND the parties of the first part do hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain public utilities and appurtenances, provided, however, that all land and any roadways shall be restored to their original condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

LIBER 001 PAGE 08

AS WITNESS the due execution hereof.

WITNESS:

(SEAL)

Sue E. Murray
Secretary

PATUXENT DEVELOPMENT COMPANY, INC.

BY: J. Laurence Millison
President

Sue E. Murray

J. Laurence Millison

ATTEST:

T. B. Clark
Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

BY: Lewis C. Merchant
Chairman

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 14th day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared J. Laurence Millison as President of Patuxent Development Company, Inc. and ~~William V. Dubrow~~ Sue E. Murray as Secretary and they the parties to the within Deed of Easement and Agreement, and they acknowledged the foregoing Deed of Easement and Agreement to be a corporate act. At the same time, J. Laurence Millison personally acknowledged the foregoing Deed of Easement and Agreement to be his individual act.

AS WITNESS my hand and Notarial Seal.

Shirley M. Goldman
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 17 day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, and they acknowledged same to be the act of said Commission.

AS WITNESS my hand and Notarial Seal.

Amanda A. Breglio
Notary Public

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

RECEIPT 10741

THIS DEED OF EASEMENT AND AGREEMENT made this 5 day of January, in the year Nineteen Hundred and Seventy-~~one~~ two, between J. OGDEN THOMAS, Route 4, Box 12, Lexington Park, Maryland; MRS. VIRGA SUMMERVILLE, 1616 Hamlin Street, N.E., Washington, D.C.; MRS. EVELYN CLARK, 1702 Irving Street, N.E., Washington, D. C.; MRS. HAZEL BISCOE, 1702 Irving Street, N.E., Washington, D. C.; MISS CLARA THOMAS, 1820 Irving Street, N.E., Washington, D. C.; MR. JAMES G. THOMAS, 3118 Newton Street, N. E., Washington, D. C.; MRS. GERALDINE CHASE ~~and MR. LAWRENCE CHASE, her husband~~, Route 4, Box 17, Lexington Park, Maryland; and MR. MCDOWELL THOMAS, California, Maryland, party of the first part; and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

Received this 18th day of May 1972 at 8:32 o'clock A M., for Recdg NC
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

Consideration #150.00

BEGINNING for the same at a point on the northwest side of a 30-foot county road (Peggs Lane), said point being distant South 65° 56' 41" West 81.92 feet from the southwest side of the former U. S. Government Railroad (66 feet wide) and the eastmost corner of the J. Ogden Thomas property and running thence North 09° 10' 08" East 68.69 feet to a point of ending on the southwest side of said former railroad; said point of ending being distant South 57° 27' 32" East 148.00 feet from an iron pipe found at the northeast corner of the Southern Maryland Electric Company tract of land as shown on a plat of survey dated May 6, 1966.

The permanent easement being a 20-foot strip of land, 10 feet to the east and 10 feet to the west of the above described North 09° 10' 08" East 68.69 foot line. Containing 0.032 acres of land more or less.

The construction easement being a triangular parcel of land 60 feet to the east and 20 feet to the west of the above described North 09° 10' 08" East 68.69 foot line.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof by the aforenamed party of the first part:

WITNESS:

	J. OGDEN THOMAS
	MRS. VIRGA SUMMERVILLE
	MRS. EVELYN CLARK
	MRS. HAZEL BISCOE

LIBER 001 PAGE 11

WITNESS:

Clara Thomas
MISS CLARA THOMAS

James G. Thomas
MR. JAMES G. THOMAS

Geraldine Chase
MRS. GERALDINE CHASE

xxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
MRS. LAWRENCE CHASE

McDowell Thomas
MR. MCDOWELL THOMAS

Parties of the First Part

ATTEST:

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

T. B. Clark
THURSTON B. CLARK, DIRECTOR

By: Lewis C. Merchant
LEWIS C. MERCHANT, CHAIRMAN

Party of the Second Part

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

~~1972~~ I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the County and State aforesaid, personally appeared J. OGDEN THOMAS, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Amanda A. Dreisbach
Notary Public

NOTARY PUBLIC ST. MARY'S COUNTY

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, 1971, before me the Subscriber a Notary Public for the district aforesaid, personally appeared MRS. VIRGA SUMMERVILLE, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Amanda A. Dreisbach
Notary Public

NOTARY PUBLIC ST. MARY'S COUNTY

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the district aforesaid, personally appeared MRS. EVELYN CLARK, party to the within Deed of Easement and Agreement and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the district aforesaid, personally appeared MRS. HAZEL BISCOE, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the district aforesaid, personally appeared MISS CLARA THOMAS, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the district aforesaid, personally appeared JAMES G. THOMAS, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

LIBER 001 PAGE 13

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the county and state aforesaid, personally appeared GERALDINE CHASE ~~and CHASE~~, ~~her husband~~, parties to the within Deed of Easement and Agreement, and they acknowledged the same to be their act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

1972 I HEREBY CERTIFY that on this 5 day of January, ~~1971~~, before me the Subscriber a Notary Public for the county and state aforesaid, personally appeared MR. MCDOWELL THOMAS, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

1972 I HEREBY CERTIFY that on this 6 day of January, ~~1971~~, before me the Subscriber a Notary Public for the county and state aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, parties to the within Deed of Easement and Agreement, and they acknowledged same to be the act of said Commission.

WITNESS my hand and Notarial Seal.

Amanda A. Briggs
Notary Public

LIBER 001 PAGE 15

RECEIPT 10742

CONSTRUCTION EASEMENT

THIS DEED OF CONSTRUCTION EASEMENT AND AGREEMENT, Made this 14 day of January, in the year Nineteen hundred and seventy two, between Patuxent Dev. Co. Inc.,

party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One dollar ($1.00) receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, for a period of eighteen (18) months from the date of these presents, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right of way which is described as follows:

BEGINNING for a construction easement at a point on the northwest side of Great Mills Road (Md. Rt. 246) as now laid out 80 feet wide; said point being distant South 63° 36' 42" West 582.84 feet from an iron pipe found on the northwest side of Great Mills Road as shown on a plat of survey by J.R. McCrone, Jr., Inc., for J. Laurence Millison dated Oct. 25, 1967, and running thence along the boundary North 30° 38' 40" West 60.84 feet to a point at the end of the South 63° 00' 43" West 640.05 foot line of a tract of land conveyed to Patuxent Development Company, Inc., by deed dated February 1, 1950, and recorded among the land records for St. Mary's County, Maryland, in Liber 24, folio 315, thence binding on said line reversely North 62° 46' 12" East 46.50 feet; thence leaving said line South 24° 45' 49" East 61.38 feet to the northwest side of Great Mills Road; thence on the northwest side of said road South 63° 36' 42" West 40.23 feet to the place of beginning; all of which is shown on a plat of same as attached hereto titled "St. Mary's County Metropolitan Commission, Easement Plat."

Consideration $1

Received this 18th day of May 1972 at 8:34 o'clock A M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

LIBER 001 PAGE 15

Rcdg NC

EASEMENT #1

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon and using the aforesaid construction easement, whenever it may be necessary during the original construction of said utilities and appurtenances, and for any and all purposes pertinent thereto, provided, however, that the ground shall be restored and left in as good condition as the same is when construction commences.

AS WITNESS the due execution hereof.

WITNESS:

Alice E. Murray

Patuxent Dev. Co. (SEAL)

R. Millison, Pres. (SEAL)

ATTEST:

T. B. Clark

Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By: Lewis C. Merchant (SEAL)
Chairman

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify, that on this 14th day of January, 1972, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared L Millison, Pres. Patuxent Devel Co. Inc. party to the within Deed of Construction Easement and Agreement, and he acknowledged the foregoing Deed of Easement and Agreement to be his act.

AS WITNESS my hand and Notarial seal:

Shirley M. Friedman
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify, that on this 17th day of January, 1972, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lewis C. Merchant, Chairman of the St. Mary's County Metropolitan Commission, and Thurston B. Clark, Director of said Commission, and they acknowledged same to be the act of said Commission.

WITNESS my hand and Notarial seal:

Amanda A. Greig
Notary Public

10743

RECEIPT

THIS DEED OF EASEMENT AND AGREEMENT made this 14 day of January, in the year Nineteen Hundred and Seventy-Two, between Patuxent Development Company, Inc., party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveyes unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

PART I

BEGINNING for the centerline of a 20-foot permanent easement at a point on the North 01 deg. 46' 18" West 485.45 foot line of a tract of land conveyed to Patuxent Development Company, Inc., by deed dated February 1, 1950, and recorded among the Land Records for St. Mary's County in Liber 24, Folio 315, said line being in tract No. Two of the above mentioned deed, said point also being on the South 01 deg. 46' 18" East 485.45 foot line as shown on a plat of Patuxent Park, Section 1 and recorded among the aforesaid Land Records in Liber C.B.G. 18, Folio 245; said point having Maryland Coordinates North 158,347.05 feet, East 955,107.95 feet; said point also being distance North 02 deg. 00' 49" West 89.43 feet from an iron pipe found at the beginning of the above mentioned North 01 deg. 46' 18" West 485.45 foot line and running thence South 28 deg. 25' 59" East 35.93 feet; thence South 24 deg. 31' 18" East 950.00 feet; thence South 21 deg. 15' 59"

L.M.

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

Consideration
#8,904.60

Received this 18th
day of May 1972 Page 1 of 3
at 8:36 o'clock A M., for Redg NC
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

EASEMENT #3

East 125.98 feet to a point of ending on the North 31 deg. 16' 18" West 284.50 foot line of the above-mentioned Patuxent Development Company, Inc. deed. Containing 0.511 acres of land more or less.

PART II

BEGINNING for an 80-foot construction easement, said point being the beginning point of the above mentioned permanent easement, and running thence North 02 deg. 00' 49" West 117.44 feet; thence South 24 deg. 45' 49" East 1288.56 feet; thence South 62 deg. 46' 12" West 46.50 feet; thence North 31 deg. 30' 49" West 285.36 feet; thence North 24 deg. 45' 49" West 816.40 feet; thence North 02 deg. 00' 49" West 89.43 feet to the place of beginning.

THE said party of the first part does hereby grant unto the St. Mary's County Metropolitan Commission the right to use the above described parcel referred to as Part II during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent thereto.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain public utilities and appurtenances, provided, however, that all land and any roadways shall be restored to their original condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

(SEAL)

PATUXENT DEVELOPMENT COMPANY, INC.

Sue E. Murray
Secretary

BY: L. Willin
President

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

L. Bell
Secretary

BY: Louis C Muskins
Chairman

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD. 20650
AREA CODE 301
475-9137

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 14th day of JANUARY, 1972, before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared J. Laurence Millison, President and ~~William V. Darrow~~ Secretary of Patuxent Development Company, Inc. parties to the within Deed of Easement and Agreement, and they acknowledged the foregoing Deed of Easement and Agreement to be a corporate act.

AS WITNESS my hand and Notarial Seal.

Shirley M. Gardner
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 17 day of JANUARY, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, and they acknowledged same to be the act of said Commission.

WITNESS my Hand and Notarial Seal.

Amanda A. Gregg
Notary Public

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

LIBER 001 PAGE 19

RECEIPT 10746

THIS DEED OF EASEMENT AND AGREEMENT made this 14 day of January, in the year Nineteen Hundred and Seventy-Two, between J. Laurence Millison, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

PART I

BEGINNING for a permanent easement at a point on the south side of a twenty-foot right-of-way leading to Maryland Route 235 as called for on a plat prepared by J. R. McCrone, Jr., Inc. for J. Laurance Millison dated November 15, 1967; said point being on the North 88 degrees 30' East 109.5 foot line of a tract of land conveyed to Willie W. Hutcherson by deed dated September 6, 1952, and recorded among the Land Records for St. Mary's County in Liber 39, Folio 246, and being South 81 degrees 19' 12" West 102.38 feet from a concrete monument found at the end of the above-mentioned line; running thence across the said 20-foot right-of-way with a line curving to the right with a radius of 1296.00 feet and an arc

Received this 18th
day of May 1972
at 8:38 o'clock A M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK Rcdg NC

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

Consideration
#1,000.00

EASEMENT #4

length of 93.70 feet; said curve having a chord of North 26 deg. 34' 34" West 93.57 feet; thence North 24 deg. 30' 22" West 210.18 feet; thence North 29 deg. 30' 22" West 480.50 feet; thence North 29 deg. 47' 29" West 57.99 feet to a point of ending on the North 33 deg. 46' 06" East 279.67 foot line as shown on the above-mentioned plat; said point of ending being distance South 33 deg. 43' 38" West 33.30 feet from an iron pipe found at the northwest corner of a tract of land conveyed to Willie S. Hutcherson by deed dated October 1, 1962, and recorded among the aforesaid Land Records in Liber C.B.G. 107, Folio 186. Containing 0.387 acres of land more or less..

The permanent easement being a 20-foot strip of land, 10 feet to the northeast and 10 feet to the southwest of the above-mentioned North 26 deg. 34' 34" West 93.57 feet, North 24 deg. 30' 22" West 210.18 feet, and North 29 deg. 30' 22" West 480.50 feet, North 29 deg. 47' 29" West 57.99 foot lines.

PART II

BEGINNING for an 80-foot construction easement, said point being the beginning point of the above-mentioned 20-foot permanent easement, running thence on the south side of a twenty-foot right-of-way South 81 deg. 19' 12" West 42.5 feet more or less, thence across said 20-foot right-of-way with a line curving to the right with a radius of 1336.0 feet and an arc length of 85 feet more or less, thence North 24 deg. 27' 32" West 206.50 feet, thence North 31 deg. 46' 26" West 508.90 feet to a point on the North 33 deg. 46' 06" East 279.67 foot line as shown on the above-mentioned plat; thence on said line North 33 deg. 43 ' 38" East 89.38 feet; thence leaving said line South 31 deg. 37' 48" East 548.73 feet; thence South 24 deg. 33' 05" East 213.86 feet, thence with a line curving to the left with a radius of 1256 feet and an arc length of 105 feet to apoint on the south side of the above-mentioned 20-foot right-of-way, thence on said south side South 81 deg. 19' 12" West 42.5 feet more or less to the point of beginning.

THE said party of the first part does hereby grant unto the St. Mary's County Metropolitan Commission the right to use the above described parcel referred to as Part II during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent thereto.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain public utilities and appurtenances, provided, however,

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

LIBER 001 PAGE 21

that all land and any roadways shall be restored to their original condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

Sue E. Murray

J. Laurence Millison

ATTEST:

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

T. Brent Clark
Secretary

Lewis C. Merchant
Chariman

STATE OF MARYLAND, COUNTY OF ST. MARY'S: to wit:

I HEREBY CERTIFY that on this 14th day of JANUARY, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared J. Laurence Millison party to the within Deed of Easement and Agreement, and he acknowledged the foregoing Deed of Easement and Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Shirley M. Blackmon
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 17 day of JANUARY, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, jpersonally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, and they acknowledged same to be the act of said Commission.

Amanda A. Greig
Notary Public

CHARLES A. NORRIS
ATTORNEY AT LAW
P.O. BOX 334
LEONARDTOWN, MD.
20650
AREA CODE 301
475-9137

RECEIPT 10147

THIS DEED OF EASEMENT AND AGREEMENT made this 13 day of April, in the year Nineteen Hundred and Seventy-Two between MAYJACK, INC., party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right of way which is described as follows:

PART I

BEGINNING for the same at a point on the South 40 degrees 30' West 286.20 foot line of a tract of land conveyed to Mayjack, Inc. by deed dated December 10, 1963, and recorded among the Land Records for St. Mary's County in Liber 111, Folio 147; said point being distant South 33 degrees 43' 38" West 33.30 feet from an iron pipe found at the northwest corner of a tract of land conveyed to Willie S. Hutcherson by deed dated October 1, 1962, and recorded among the aforesaid Land Records in Liber C.B.S. 107, Folio 186, running thence North 29 degrees 47' 29" West 1347.77 feet to a point of ending on the North 73 degrees East 357 foot line of the abovementioned Mayjack tract; said point

Received this 18th day of May 1972 at 8:40 o'clock A M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Redg NC

Consideration #5,400.00

also being on the South 78 degrees 30' West 475.9 foot line of a tract of land conveyed to Joseph S. Barnes by deed dated May 16, 1944, and recorded among the aforesaid Land Records in Liber 16, Folio 149. Containing 0.619 acres of land, more or less.

The permanent easement being a 20-foot strip of land, 10 feet to the northeast and 10 feet to the southwest of the above described North 29 degrees 46' 29" West 1347.77 foot line.

THE said party of the first part does hereby further grant unto the St. Mary's County Metropolitan Commission the right to use an 80-foot strip of land, 20 feet to the northeast and 60 feet to the southwest of the above described North 29 degrees 46' 29" West 1347.77 foot line.

IF at a time, not to interfere with the progress of construction, the party of the first part should request a deviation in this described easement to meet the needs of proposed development, the party of the second part agrees to alter the course of the sewer line, by change order to the existing contract, to conform with such deviation, provided such change in course is found by the Consulting Engineer to be engineeringly feasible and further provided that all costs of new easement survey and description; all additional engineering, construction, and all other costs attending such change order, be borne by the party of the first part or the developer.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said right-of-way by any of the parties hereto, their heirs, personal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto, this 13 day of April, 1972.

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

T. B. Clark — By Louis C Merchant
Secretary — Chairman

ATTEST:

[illegible] — By John J Daugherty
Secretary (Corp.Seal)

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY that on this 13th day of April, 1972, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Louis C. Merchant, Chairman of St. Mary's County Metropolitan Commission, and Thurston B Clark, Secretary of said Commission, and on behalf of said Commission did acknowledge the aforegoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

Amanda C. Brey
Notary Public

STATE OF Maryland, COUNTY OF St Marys, to wit:

I HEREBY CERTIFY that on this 5th day of April, 1972, before the subscriber, a Notary Public in and for the County of St Marys aforesaid, personally appeared John J Daugherty, who acknowledged himself to be the President of Maycock Inc, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that the foregoing instrument is the act and deed of said Corporation.

Witness my hand and Notarial Seal.

Beverly C. Baker
Notary Public

RECEIPT 10748

ARTICLES OF AGREEMENT

THESE Articles of Agreement by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter referred to as "Commission", and JOHN C. L. RITTER, hereinafter referred to as "Ritter".

WHEREAS, the Commission is a municipal Corporation located at 17 Shangri-La Drive, South, Lexington Park, Maryland, created by Public Local Laws of 1957, Chapter 816, Section 175, et. seq., and charged with the responsibility of water and sewage facilities within the Mattapany Sanitary District of St. Mary's County, Maryland; and

WHEREAS, the Commission is desirous of procuring an adequate site for the installation of water storage and supply facilities; and

WHEREAS, Ritter is desirous of acquiring access from Pegg's Lane, Lexington Park, Maryland, to his property adjoining the Allie Clyburn property and the Joseph I. Thomas property; and

WHEREAS, the parties hereto have deemed these Articles of Agreement to be in their respective best interests; and

WHEREAS, these Articles of Agreement were duly advised and approved by the Commission in accordance with applicable law.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. That Ritter agrees without cost to convey to the Commission in fee simple one acre of land, more or less, located in the Eighth Election District of St. Mary's County, Maryland, and described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

Received this 18th
day of May 1972
at 8:42 o'clock A M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK Ridg. MC

Consideration
$-0-

2. That Ritter also agrees without cost to convey to the Commission in fee simple a strip or parcel of land located in the Eighth Election District of St. Mary's County, Maryland, located adjacent to the land described hereinabove in item 1 and more particularly described in Exhibit "B" which is attached hereto and made a part hereof; reserving, however, for himself, his heirs and assigns, an easement for ingress and egress through said strip or parcel of land for the use and benefit of the rest, residue and remainder of his property.

3. That the Commission agrees to acquire a fifty (50) foot right-of-way strip through the property now-or-formerly of Allie Clyburn, located on Pegg's Lane, Lexington Park, Eighth Election District, St. Mary's County, Maryland, as shown on Exhibit "C" attached hereto and made a part hereof and agrees to construct a macadamized road over said fifty (50) foot right-of-way from Pegg's Lane through the Clyburn property and extending to the back line, that is the S 86 deg. 1 min. E 63.53 foot course, of the property described in Exhibit "B". That the Commission further agrees to construct said road in conformity with all St. Mary's County regulations and ordinances applicable to an access road for a subdivision or residential area. In the event that the Commission is unable to acquire said fifty (50) foot right-of-way and construct said road on or before June 1, 1974, then the Commission shall reconvey, at its own expense, the property described in Exhibits "A and B" to Ritter, by Special Warranty Deed.

4. That upon the completion of the construction of the said road described in item 3 hereinabove, the Commission agrees to take any and all reasonable steps to dedicate said road for public use.

5. Settlement shall take place within ninety (90) days of the date of these presents at the office of the St. Mary's County Metropolitan Commission, 17 Shangri-La Drive, South, Lexington Park, Maryland 20653.

6. At settlement, instruments or documents of title to the property agreed to be conveyed hereunder shall be delivered to the Commission. Ritter shall convey the property by a good and merchantable title to the Commission, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, laws, ordinances, regulations, charges, taxes and assessments, if any, and all taxes, public charges, and utility bills shall be pro-rated to the date of settlement. The doing of the said act shall constitute settlement on the part of Ritter. Upon the occurrence or fulfillment of all of the terms and agreements on the part of the Commission, the said Commission shall deliver all instruments and documents of title to the Clerk of the Court for recording among the appropriate public records of St. Mary's County, Maryland.

7. The said parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns, for the faithful performance of these Articles of Agreement.

8. All terms, covenants and conditions of these Articles of Agreement are set forth herein and there are no warranties, agreements or understandings, express or implied, except as such are expressly set forth herein.

WITNESS

Jane Sullivan
as to John C. L. Ritter

John C. L. Ritter (SEAL)
JOHN C. L. RITTER

ATTEST:

Thurston B. Clark, Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Lewis C. Merchant, Chairman

STATE OF Florida, COUNTY OF Dade, to wit:

I HEREBY CERTIFY that on this 23rd day of February, 1972, before me, the subscriber, a Notary Public of the State of Florida, in and for the county aforesaid, personally appeared John C. L. Ritter, party to the within Articles of Agreement and he acknowledged the same to be his act.

AS WITNESS my Hand and Notary Seal.

Jane Fullerton
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 20 day of April, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Secretary of the St. Mary's County Metropolitan Commission, parties to the within Articles of Agreement, and they acknowledged the same to be the act of the said Commission.

AS WITNESS my Hand and Notary Seal.

Amanda A. Berry
Notary Public

LIBER 001 PAGE 29

EXHIBIT "A"

Water Tank Site
PEGGS LANE, 8th ELECTION DISTRICT
St. Mary's County, Md.

BEGINNING for the same at a point set on the dividing line of property now-or-formerly of Allie Clyburn and property of the grantor herein, said point being further located N 86°15' W, a distance of 53.50 feet from the common corner of property now-or formerly of the aforesaid Allie Clyburn, property now-or-formerly of Joseph I. Thomas, and property of the grantor herein; thence, from said point of beginning by the dividing line of the aforesaid Allie Clyburn and the grantor herein N 86°15'W for a distance of 208.71 feet to a point; thence, thru lands of the grantor:

1. N 03°45' E for a distance of 208.71 feet to a point;
2. S 86°15' E for a distance of 208.71 feet to a point;
3. S 03°45' W for a distance of 208.71 feet to a point at the place of beginning.

Containing an area of 43,560 Square Feet or 1 Acre more or less.

LIBER 001 PAGE 30

EXHIBIT "B"

Strip of Land Subject
To Easement
8th Election District
St. Mary's County, Maryland

BEGINNING at the common corner of property now-or-formerly of Allie Clyburn, property now-or-formerly of Joseph I. Thomas, and property of the grantor herein; thence, along line of said Clyburn N 86° 15' W, a distance of 53.50 feet to a point, being the point of beginning of the one-acre parcel described above; thence, along line of said parcel N 03° 45' E, a distance of 208.71 feet to a point; thence; S 86° 15' E, a distance of 63.53 feet more or less to a point on line of the aforesaid Thomas; and thence along said line of Thomas S 06° 30' W, a distance of 208.95 feet to a point of beginning, said easement to be for the joint use of grantor and grantee herein, and their successors, for ingress and egress.

EXHIBIT "C"

50 Foot Access Right-of-Way
Peggs Lane, 8th Election District
St. Mary's County, Maryland

Beginning for the same at a point set on the northerly right-of-way line of Pegg's Lane (40 feet in width) said point marking the common corner of property now-or-formerly of Joseph I. Thomas and property of the grantor herein; thence, by the said northerly right-of-way line of the aforesaid Pegg's Lane S 72°54' 30" W for a distance of 50 feet to a point; thence, leaving said right-of-way by a line thru property of the grantor herein N 15° 30'00" W for a distance of 98.53 feet to a point on the southerly line of property now-or-formerly of John C. L. Ritter; thence, by the southerly line of the aforesaid Ritter S 86° 15'00" E for a distance of 53.50 feet to a point; said point marking the common corner of property now-or-formerly of John C. L. Ritter, Joseph I. Thomas and property of the grantor herein; thence, by the dividing line of property of the aforesaid Thomas and the grantor herein S 15°30' E for a distance of 79.5 feet to a point at the place of beginning.

Containing an Area of 4450 square feet more or less.

LIBER 001 PAGE 33

RECEIPT 10749

THIS DEED OF EASEMENT AND AGREEMENT made this 19 day of November, in the year Nineteen Hundred and Seventy-one, between the Estate of Willie S. Hutcherson, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct, and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

PART I

BEGINNING for a permanent easement at an iron pipe found at the end of the South 03° 45" East 255 foot line of a tract of land conveyed to Willie W. Hutcherson by Willie S. Hutcherson by deed dated September 6, 1952, and recorded among the Land Records of St. Mary's County in Liber 39, Folio 246, running thence reversely on said line North 10° 55' 48" West 38.37 feet; thence leaving said line South 36° 00' 22" East 37.33 feet to a point on the South 53° 30' West 132 foot line of a tract of land conveyed to Willie S. Hutcherson by deed dated May 15, 1945, and recorded among the aforesaid Land Records in Liber 17, Folio 452; running thence on said line South 46° 19' 12" West 6.40 feet; thence leaving said line South 73° 04' 12" West 10.50 feet to the place of beginning. Containing 0.007 acres of land more or less.

Received this 18th
day of May 1972
at 8:44 o'clock A M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Consideration
200.00

LIBER 001 PAGE 33

PART II

BEGINNING for a construction easement at the above mentioned beginning point in Part I, running thence North 10° 55' 48" West 109.15 feet; thence South 36° 00' 22" East 97.40 feet; thence South 46° 19' 12" West 30.27 feet; thence South 73° 04' 12" West 10.50 feet to the place of beginning.

THE said party of the first part does hereby grant unto the St. Mary's County Metropolitan Commission the right to use the above described parcel referred to as Part II during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent thereto.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

Edna Hutcherson
Personal Representative

ATTEST:

Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By
Chairman

STATE OF Maryland, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 19 day of November, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Edna E. Hutcherson party to the within Deed of Easement and Agreement, and she acknowledged the foregoing Deed of Easement and Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Amanda A. Brett
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 19 day of November, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Secretary of said Commission, and they acknowledged same to be the act of said Commission.

AS WITNESS my hand and Notarial Seal.

Amanda A. Brett
Notary Public

BRIEF 10750

THIS DEED OF EASEMENT AND AGREEMENT made this 12th day of November, in the year Nineteen Hundred and Seventy-One, between SMPI, Inc., party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right of way which is described as follows:

BEGINNING for the same at a point on the South 01° 46' 18" East 485.45 foot line as shown on a plat of Patuxent Park, Section 1 and recorded among the Land Records for St. Mary's County in Liber C.B.G. 18, Folio 245, said point being North 02° 00' 49" West 89.43 feet from an iron pipe found at the end of said line; said point also being on the North 01° 46' 18" West 485.45 foot line of a tract of land conveyed to Patuxent Development Company, Inc. by deed dated February 1, 1950, and recorded among the aforesaid Land Records in Liber 24, Folio 315, said line being in tract No. Two of the above-mentioned deed; and running thence North 28° 25' 59" West 615.15 feet; thence North 36° 00' 22" West 18.06 feet to a point of ending on the North 66° 03' 44" East 84.29 foot line of the above-mentioned plat; said point of ending being distance North 73° 04' 12" East 6.64 feet from an iron pipe found at the northeast corner of the Willie W. Hutcherson property. Containing 0.291 acres of land more or less.

Consideration
3,100.00

Received this 18th
day of May 1972
at 8:46 o'clock A M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

Rcdg
NC

The permanent easement being a 20-foot strip of land, 10 feet to the northeast and 10 feet to the southwest of the above-described North 28° 25' 59" West 615.15 feet and North 36° 00' 22" West 18.06 foot lines.

The construction easement being an 80-foot strip of land, 40 feet to the northeast and 40 feet to the southwest of the above-described North 28° 25' 59" West 615.15 feet and North 36° 00' 22" West 18.06 foot lines.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

Secretary

SMPI, INC.

by President

STATE OF MARYLAND COUNTY OF *Prince George's*, to wit:

I HEREBY CERTIFY that on this *12th* day of *November* 1971, before me the subscriber, a Notary Public for the County and State aforesaid, personally appeared Leonard Snyder, President of SMPI, Inc., party to the within Deed of Easement and Agreement and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

LIBER 001 PAGE 37

My commission expires July 1, 1974

June A. Linkous
Notary Public

RECEIPT 10751

THIS DEED OF EASEMENT AND AGREEMENT, made this 21st day of DECEMBER, ~~1968~~ 1971, between JOHN T. DAUGHERTY and KATHERINE W. DAUGHERTY, his wife, parties of the first part, and ROBERT F. GABRELCIK and JOYCE GABRELCIK, his wife, parties of the second part, ~~and RICHARD C. ZANTZINGER and LANSDALE G. SASSCER, JR., parties of the third part~~ and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, party of the fourth part; and

WHEREAS, the party of the fourth part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the parties of the first part are willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt whereof is hereby acknowledged, the said parties of the first part hereby grant and convey unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the parties of the first part, situate in the Eighth Election District of St. Mary's County, Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right of way which is described as follows:

PART ONE

BEGINNING for the center line of a twenty foot permanent easement at a point in or near the centerline of the Willows Road, said point being distant 387 feet more or less from the intersection of Chinlee Drive and Willows Road as now paved, and running through the lands of John T. Daugherty North 54° 10' 01" West 31 feet more or less to the west side of Willows Road, continuing thence North 54° 10' 01" West 421 feet more or less to a point of ending on the west side of a 60 foot road called Essex Drive, said point of ending being on a curve with a radius of 920.00 feet and 288 feet more or less northeasterly from the east side of a 100 foot road called Franklin D. Roosevelt Boulevard. Together with a 40 foot wide construction easement, 20 feet on each side of the above described center line.

Received this 18th
day of May 1972
at 8:48 o'clock A M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

Rcdy NC

Consideration
#0.

The said parties of the first part do hereby further grant unto the St. Mary's County Metropolitan Commission, the right to use two additional strips of land ten foot wide, on each side of the above described easement and adjacent, contiguous and parallel thereto, during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent hereto.

PART TWO

BEGINNING for the center line of a twenty foot permanent easement at a point on east side of a 100 foot road called Franklin D. Roosevelt Boulevard, said point being distant North 13° 03' 02" West 405 feet more or less from the west side of a 60 foot road called Essex Drive, and running thence North 54° 10' 01" West 120 feet more or less to a point, said point having Maryland Coordinates North 155637.59 feet, East 956230.76 feet, thence with Franklin D. Roosevelt Boulevard North 13° 03' 02" West 585 feet more or less to a point of ending in the center line of Shangri La Drive. Together with a 40 foot wide construction easement, 20 feet on each side of the above described center line. Coordinates are referred to the origin of the Maryland Coordinate System, bearings are referred to the meridian of the same system.

The said parties of the first part do hereby further grant unto the St. Mary's County Metropolitan Commission, the right to use two additional strips of land ten foot wide, on each side of the above described easement and adjacent, contiguous and parallel thereto, during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent hereto.

AND, the parties of the first part do hereby agree that the St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said right-of-way by any of the parties hereto, their heirs, personal representatives, successors and/or assigns.

The said parties of the second part and the parties of the third part join in the conveyance solely for the purpose of

Gor

of consenting to and subordinating their lien of mortgage on the hereinbefore described right of way for that purpose only, fully retaining lien on the property described in said mortgage.

AS WITNESS the due execution hereof.

WITNESS:

Beverly A. Laker — JOHN T. DAUGHERTY (SEAL)

Beverly A. Laker — KATHERINE W. DAUGHERTY (SEAL)

Beverly A. Laker — ROBERT F. GABRELCIK (SEAL)

Beverly A. Laker — JOYCE GABRELCIK (SEAL)

(SEAL)

_____ RICHARD C. ZANTZINGER (SEAL)

_____ LANSDALE G. SASSCER, JR. (SEAL)

STATE OF MARYLAND, COUNTY OF ST. MARY'S

I HEREBY CERTIFY, that on this 21st day of December, ~~1968~~ 1971, before me, a Notary Public of the aforesaid County and State, personally appeared JOHN T. DAUGHERTY and KATHERINE W. DAUGHERTY, his wife, parties of the first part to the within Deed of Easement and Agreement, and they acknowledged the same to be their act.

As Witness my Hand and Notary Seal.

Beverly A. Laker
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S

I HEREBY CERTIFY, that on this 21st day of December, ~~1968~~ 1971, before me, a Notary Public of the aforesaid County and State, personally appeared ROBERT F. GABRELCIK and JOYCE GABRELCIK, his wife, parties of the second part to the within Deed of Easement and Agreement, and they acknowledged the same to be their act.

As Witness my Hand and Notary Seal.

Beverly A. Laker
Notary Public

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S

I HEREBY CERTIFY, that on this __ day of _____, 1968, before me, a Notary Public of the aforesaid County and State, personally appeared RICHARD C. ZANTZINGER and LANSDALE G. SASSCER, JR., parties of the third part to the within Deed of Easement and Agreement, and they acknowledged the same to be their act.

As Witness my Hand and Notary Seal.

_____
Notary Public

RECEIPT 10752

THIS DEED OF EASEMENT AND AGREEMENT made this 24 day of November, in the year Nineteen Hundred and Seventy-one, between WILLIE W. HUTCHERSON and MARTHA C. HUTCHERSON, his wife, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right of way which is described as follows:

BEGINNING for the centerline of a 20-foot permanent easement at a point on the South 03° 45' East 255 foot line of a tract of land conveyed to Willie W. Hutcherson by deed dated September 6, 1952, and recorded among the Land Records of St. Mary's County in Liber 39, Folio 246, said point being distant North 10° 55' 48" West 14.78 feet from an iron pipe found at the end of the above mentioned line; running thence North 36° 00' 22" West 98.14 feet; thence with a curve to the right with a radius of 1296.00 feet and an arc length of 166.54 feet; said curve having a chord of North 32° 19' 28" West 166.42 feet to a point of ending on the North 88° 30' 109.5 foot line of the above mentioned deed; said point also being on the south side of a twenty-foot right-of-way leading easterly to Maryland Route 235. Containing 0.122 acres of land more or less.

Received this 18th
day of May 1972
at 8:59 o'clock A M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

Rcdg NC.

Consideration
#1,423.80

LIBER 001 PAGE 41

The permanent easement being a 20-foot strip of land, 10 feet to the northeast and 10 feet to the southwest of the above described North 36° 00' 22" West 98.14 foot line and the North 32° 19' 28" West 166.42 foot line.

The said party of the first part does hereby further grant unto the St. Mary's County Metropolitan Commission the right to use a 60-foot strip of land, 20 feet to the northeast and 40 feet to the southwest of the above described North 36° 00' 22" West 98.14 foot line and the North 32° 19' 28" West 166.42 foot line, during the original construction of said utilities and appurtenances within the above described easement for any and all purposes pertinent thereto.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

Jay S. Farrell — Millie M Hutchison

Jay S Farrell — Martha C. Hutchison

ATTEST:

T. V. Bellamy
Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

BY: Francis O Mansfield
Chairman

ST. MARY'S CO. METROPOLITAN COMMISSION ST. MARY'S CO. MARYLAND

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 2nd day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared WILLIE W. HUTCHERSON and MARTHA C. HUTCHERSON, his wife, party to the within Deed of Easement and Agreement, and they acknowledged the same to be their act.

AS WITNESS my Hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 3 day of December, 1971, before me the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, and they acknowledged the same to be the act of the Commission.

AS WITNESS my Hand and Notarial Seal.

Notary Public

LIBER 001 PAGE 43

LIBER 1 PAGE 44

RECEIPT 12879

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Leonard S. Fulcher, Routel, Box 33, Lexington Park, Md.

---

hereinafter the "Developer"

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as Forest Park, Subdivision, Lexington Park, Maryland.

, and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water and sewer facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, In consideration of said premises, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with

Received this 15th
day of Sept 1972
at 1:00 o'clock P M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

LIBER 1 PAGE 45

the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for the purpose of the inspection and approval of said facilities as provided in the specifications for said construction.

FOURTH: That the Developer will guarantee payment of annual front foot benefit charges to the Commission for sewerage to the total annual amount of Five Hundred Twenty-Two and00/100---($ 522.00) Dollars, and for the purpose of carrying out and implementing said guarantee shall immediately upon notice that the system is "ready to serve", deposit in the name of the Commission in an interest-bearing savings account in First National Bank of St. Mary's Leonardtown, Maryland Bank, the sum of Five Hundred Twenty-Two and 00/100--------Dollars, which will be held in escrow by the Commission for a period of five years from the date of completion of the (Contract 8A-S Bay Interceptor) hereinafter "Contract" under the following terms and provisions:

(1) The escrow account above referred to may be drawn upon by the Commission on an annual basis at such time and in such amount as determined by it whenever the front foot benefit charges for sewerage derived from the subject property do not equal in any year of the five-year escrow period the aforesaid escrowed amount.

(2) The Commission shall give notice to the Developer of its intention to withdraw funds from the aforesaid escrow account, the amount thereof and the date withdrawal is to be made.

(3) The Developer agrees that the aforesaid escrow account shall be maintained at the sum of ($522.00) Five Hundred Twenty-Two 00/100 Dollars at all times during the aforesaid five-year period, which the Developer may do by either paying to the Commission the sum named in said withdrawal notices prior to the date named therein, thus making it unnecessary for the Commission to draw on the account, or, by reimbursing the account immediately upon any withdrawal therefrom by the Commission.

(4) Upon termination of the five (5) year escrow period, the remaining funds so escrowed shall be returned to the Developer including any interest accrued thereon.

FIFTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SIXTH: That the Developer pay to the Commission such a reasonable fee for review of the aforesaid plans and for such inspections as may from time to time be determined by the Commission, including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

SEVENTH: That, since the aforesaid sewerage and water facilities are a part of and dependent upon construction of the Contract by the Commission, as a condition precedent to performance pursuant to this agreement the Commission will enter into comparable agreements with other property owners and/or

developers in the area to be served by the Contract, if such agreements are deemed necessary by the Commission.

EIGHTH: If through unforeseen circumstances the Commission is unable to extend sewer facilities into the area the Developer seeks to sewer, this Agreement shall become null and void.

NINTH: It is further understood and agreed by and between the parties hereto that in any year in which the actual front foot benefit charges collected by the Commission from properties served by the Contract shall exceed the sum of Six Thousand ($6,000.00) Dollars or the actual yearly debt service requirements of the Contract, whichever is greater, the payments made by the Developer pursuant to withdrawal notices of the Commission under Paragraph FOURTH hereof shall, as determined by the Commission, and to the extent of the total thereof, become available as credits toward the payment from time to time of then current front foot benefit charges assessed against the Developer.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

ELEVENTH: That this Agreement shall be binding on the successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 8th day of June , 19 72

LIBER 1 PAGE 48

ATTEST:

T. B. Clark
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Lewis C. Merchant
Chairman

ATTEST:

Wm. Bramley

By Leonard S. Fulcher
Leonard S. Fulcher

By _____

By _____

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 8 day of June, 1972 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant (AS) Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Amanda A. Breeg
Notary Public

STATE OF MARYLAND
COUNTY OF ST. MARY'S TO WIT:

I HEREBY CERTIFY that on this 8th day of June, 1972 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Leonard S. Fulcher

, and that he/~~they~~ acknowledged the aforegoing Public Works Agreement to be his/~~their~~ act.

WITNESS my hand and Notarial Seal.

Amanda A. Breeg
Notary Public

LIBER 1 PAGE 49

PUBLIC WORKS AGREEMENT

RECEIPT 12829

This Public Works Agreement by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission", and Lexington Park Associates, a general partnership, of the State of Maryland, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said sanitary district described as the Saint Mary's Square Shopping Center, and,

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewerage facilities on and serving said property.

NOW, THEREFORE, IN CONSIDERATION of said premises, it is agreed by the parties as follows:

ONE: That plans and specifications for water and sewerage facilities, as applicable, shall be submitted by the Developer to the Commission for its review and approval, but that no work in the construction of such facilities shall be commenced until the Commission has notified the Developer of its acceptance and approval of said plans and specifications, and, further, has issued to the Developer a construction permit for such work, which permit shall contain such conditions and restrictions as may be prescribed by the Commission.

TWO: That the Developer agrees to build and construct said water and sewerage facilities, as applicable, in the manner prescribed by and in accordance with the plans and specifications accepted and approved by the Commission and in accordance with the aforesaid construction permit issued by the Commission.

THREE: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for their inspection and any necessary testing of

said facilities in order to assure that construction, installation and operation of said facilities is in accordance with the requirements of approved plans, specifications and the construction permit.

FOUR: That the Developer will not permit occupancy of any building or space within said shopping center until such time as acceptable water and sewerage facilities are constructed in accordance with approved site plans and specifications of the Commission.

FIVE: That the Developer pay to the Commission such a reasonable fee for review of the aforesaid plans and for inspections, as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including but not limited to connection charges, tap fees, front foot assessments and service fees, as applicable.

SIX: That the Developer will guarantee payment of annual front foot benefit charges for water and sewer to the Commission equal to forty (40) equivalent dwelling units for a period of ten (10) years from the date of completion of the water and sewerage facilities to the property line. (Ready to serve.)

SEVEN: That the Developer will pay to the Commission two-thirds (2/3) of the Commission's total cost of extending and improving its water facilities to adequately serve the property being developed, including but not limited to design, construction inspection, administrative overhead, easement acquisitions if necessary, and permits. Such extensions and improvements will consist of the following:

Installation of approximately 1,590 lineal feet of 8" water main,

Installation of approximately 1,890 lineal feet of 12" water main,

Installation of approximately 980 lineal feet of 16" water main,

Received this 15th day of Sept 1972 at 1:00 o'clock P M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

as indicated on the general plan of Beavin Company's Project Number 6523XX44 dated April 11, 1972, and revised April 18, 1972, attached hereto as Appendix A, including valves, fittings, fire hydrants and appurtenances; all of the above to be designed and constructed in accordance with the Commission's specifications and to conform to the Master Plan for Sewer and Water for St. Mary's County.

EIGHT: That the Developer will pay to the Commission the monies provided for in the Seventh Paragraph above as follows:

A. Twenty-five (25) percent thereof upon execution of this agreement.

B. Any difference between the sum in sub-paragraph A, and any bid finally accepted by the Commission prior to awarding of the Contract.

C. Any additional costs resulting from change orders or other unprovided for charges shall be paid promptly by the Developer upon notice from the Commission and no water or sewer service shall be provided to the Developer's project until such monies are received.

NINE: Any thing in this Agreement to the contrary notwithstanding, should this Agreement be terminated for any reason prior to the awarding of the contract referred to in Paragraph Eight "B" above, the Commission shall retain that portion of the payment made by the Developer under Paragraph Eight "A" above as shall be necessary to defray its engineering, architectural, administrative and other necessary expenses or monetary liabilities, paid, incurred or contracted for by the Commission as of the date of such termination pursuant to this Agreement.

TEN: Whereas the Developer has agreed to construct sewerage facilities within and serving said St. Mary's Square Shopping Center in accordance with Paragraph Two hereof, and whereas a certain portion of said sewerage facilities will be deeded to the Commission as hereinafter set forth, the Commission hereby agrees

to pay to the Developer the sum of

---Seven Thousand and 00/100---------($ 7,000.00) Dollars as its share of the cost of constructing said facilities. Such payment shall be made upon completion of the work and after inspection and acceptance by the Commission as provided herein.

ELEVEN: Developer agrees that it will secure the dedication of or dedicate for public use the extension of Saratoga Drive and Shangri-La Drive as indicated on approved Site Plans of said St. Mary's Square Shopping Center and that such dedication will be a condition precedent to the signing of this agreement.

TWELVE: Developer agrees that upon completion and acceptance by the Commission, it will convey, with appropriate easements and rights-of-way, the water and sewerage facilities as set forth on approved Site Plans of said property, and will provide all documentation and assurances of title as are necessary and requested in connection with such transfers.

THIRTEEN: In the event of a dispute between the parties as to the subject matter of this agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

FOURTEEN: That this agreement shall be binding on the successors and assigns of the parties hereto.

~~FIFTEENTH: The liability of Lexington Park Associates, a~~ general partnership, shall be limited to the assets of the partnership and shall not include the assets of the individual partners, except as to their respective equity investments in Lexington Park Associates.

WITNESS the hands and seals of the parties hereto, this 22 day of August, 1972.

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

I. Bell
Secretary

By Lewis C Merchant
Chairman

LEXINGTON PARK ASSOCIATES,
a general partnership

By Henry A. Shook (SEAL)
General Partner

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY that on this 22 day of August, 1972, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant, Chairman of St. Mary's County Metropolitan Commission, and Thurston B. Clark, Secretary of said Commission, and on behalf of said Commission did acknowledge the aforegoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

Amanda A. O'Brien
Notary Public
Comm. Exp. 7-1-73

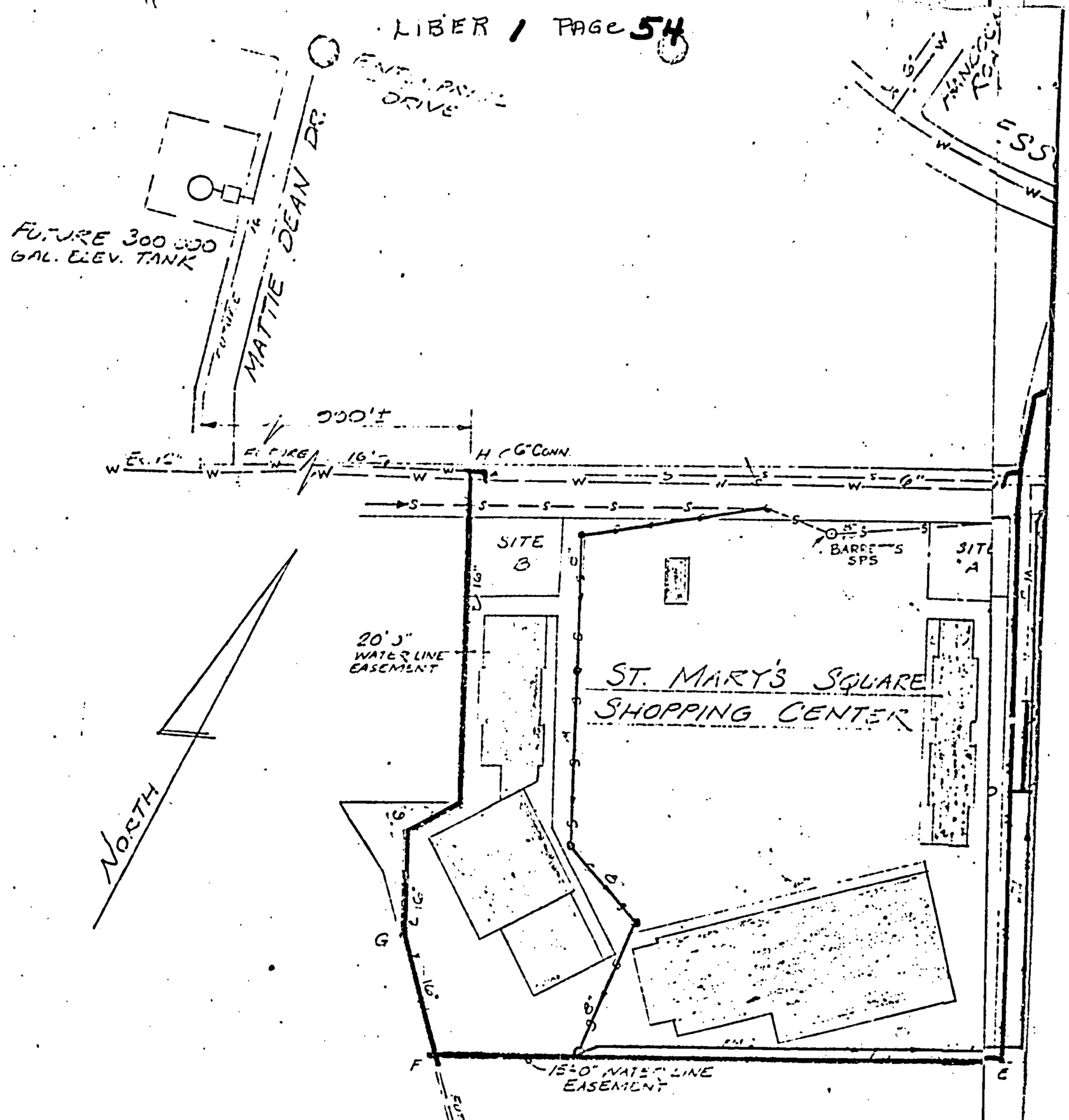
STATE OF VIRGINIA, CITY OF NORFOLK, to wit:

I HEREBY CERTIFY that on this 29th day of June, 1972, before the subscriber, a Notary Public in and for the City of Norfolk aforesaid, personally appeared Henry A. Shook, who acknowledged himself to be a general partner of Lexington Park Associates, a general partnership, and that he, as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained and that the foregoing instrument is the act and deed of Lexington Park Associates.

Witness my hand and Notarial Seal.

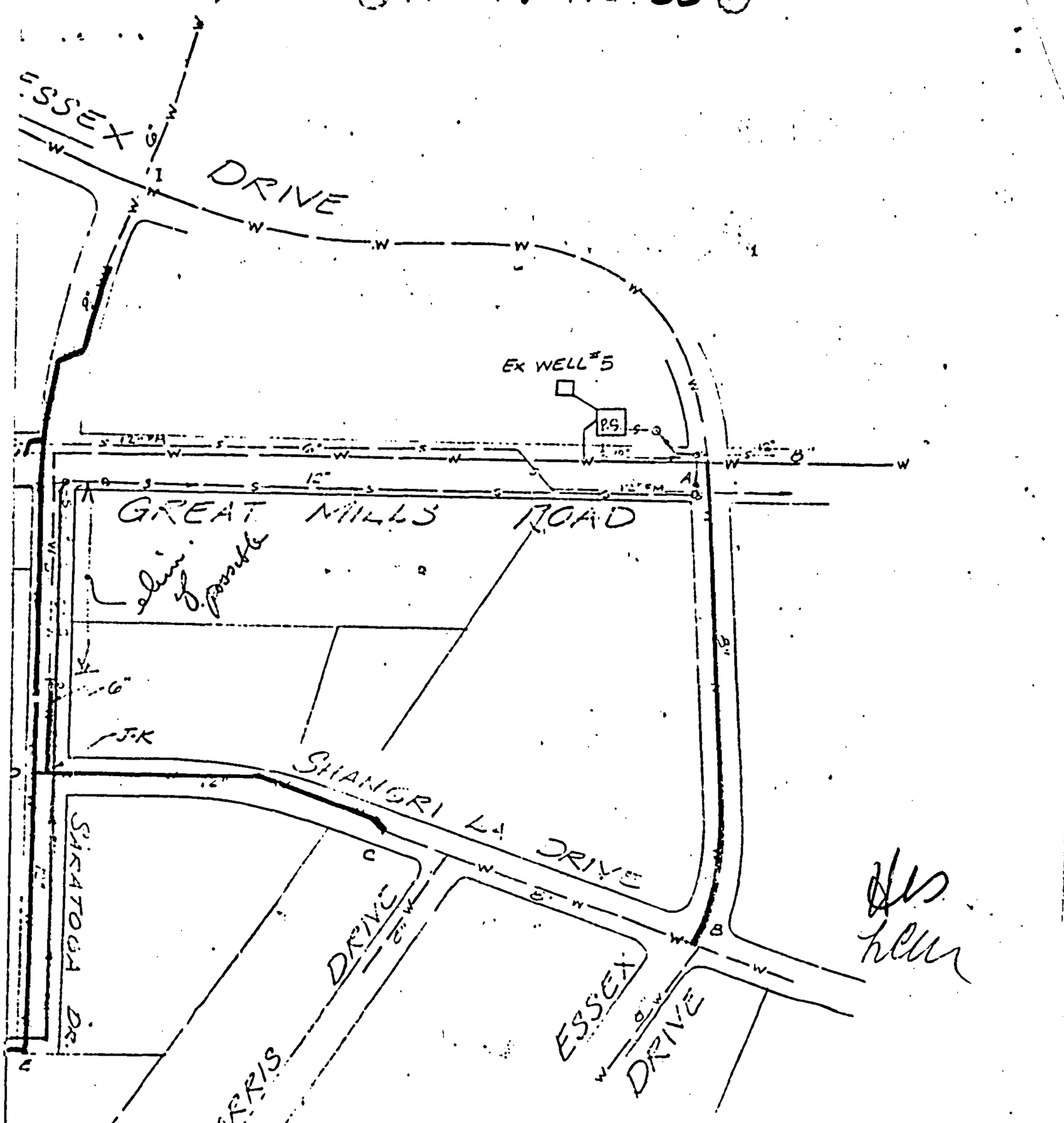
Jane P. Lewis
Notary Public

LIBER / PAGE 54



BEAVIN COMPANY
ENGINEERS — SURVEYORS
104 E. 25th ST. BALTIMORE, MD. 21218

EXIST. WTR
NEW OR RC
EXIST. SW
PROP. SEWE
*AS AGREED
SCALE: 1"



ST. MARY'S CO. METROPOLITAN COMM.
WATER AND SEWERAGE FACILITIES
FOR
ST. MARY'S SQUARE SHOPPING CENTER

LEGEND:

WATER —— W —— W

PROPOSED WATER ————————

SEWER —— S —— S —— S

SEWER —— S —— S —— S

AS OF 4-12-72 MEETING

1" = 200'

APRIL 11, 1972
REVISED 4-18-1972

APPENDIX A to
PUBLIC WORKS AGREEMENT between
ST. MARY'S COUNTY METROPOLITAN COMMISSION
and
NUSBAUM & COMPANY

PROJECT NO. 6613.N.

APR 1 5 1972

LIBER 1- FOLIO 56

RECEIPT 12879 -

THIS DEED OF EASEMENT AND AGREEMENT made this 10th day of JUNE, 1972, between JAMES R. BARNES, Box 313C, Lexington Park, Maryland, ROSALIE THOMAS, 74 Webster Street, N.E., Washington, D.C., AGNES MARNETTE BARNES, unmarried, Lexington Park, Maryland, FLORENCE C. BRYAN, Box 185, Lexington Park, Maryland, RUTH B. PORTEE, Box 134, Lexington Park, Maryland, LOUISE FLEMING, Box 313C, Lexington Park, Maryland, JOHN W. BARNES, 4103 Springdale Avenue, Baltimore, Maryland, THOMAS P. BARNES, Lexington Park, Maryland, and ERNEST BARNES, unmarried, Lexington Park, Maryland, parties of the first part; and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the parties of the first part are willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said parties of the first part hereby grant and convey unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the parties of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

Received this 15th
day of Sept 1972
at 1:00 o'clock P M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK

BEGINNING for the same at a point on the South 78° 30' West (deed bearing) 475.9 foot line of a tract of land conveyed to Joseph S. and Mary R. Barnes by deed dated May 19, 1944, and recorded among the Land Records for St. Mary's County in Liber 16, Folio 149; said point also being on the North 73° East (deed bearing) 357 foot line of a tract of land conveyed to Mayjack, Inc. by deed dated December 10, 1963, and recorded among the aforesaid Land Records in Liber 111, Folio 247; running thence on the center-line of the aforementioned 20-foot permanent easement North 31° 17' 29" West 208 feet more or less; thence North 09° 10' 08" East 222.10 feet to a point of ending on the southeast side of a county road (Peggs Lane) 30 feet wide, said point of ending being distant South 65° 56' 41" West 121.35 feet from the southeast side of the former U. S. Government Railroad (66 feet wide) and the northmost corner of the Mary R. Barnes property.

The permanent easement being a 20-foot strip of land, 10 feet to the northeast and 10 feet to the southwest of the above described North 31° 17' 29" West 208 feet and the North 09° 10' 08" East 222.10 foot lines. Containing 0.197 acres of land more or less.

The construction easement being an 80-foot strip of land 20 feet to the northeast and 60 feet to the southwest of the above described North 31° 17' 29" West 208 feet and North 09° 10' 08" East 222.10 foot lines.

THE said parties of the first part do hereby grant unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION the right to use the above-described parcel referred to as the Construction Easement during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

AND the parties of the first part do hereby agree the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition, and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said

right-of-way by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof by the aforenamed parties of the first part.

WITNESS:

Richard G. Portee
" "
" "
" "
Owen W. Baldwin
Richard G. Portee
" "
" "
" "

James R. Barnes
JAMES R. BARNES
Rosalie Thomas
ROSALIE THOMAS
Agnes Marnette Barnes
AGNES MARNETTE BARNES
Florence C. Bryan
FLORENCE C. BRYAN
Ruth B. Portee
RUTH B. PORTEE
Louise Fleming
LOUISE FLEMING
John W Barnes
JOHN W. BARNES
Thomas P. Barnes
THOMAS P. BARNES
Ernest Barnes
ERNEST BARNES

PARTIES OF THE FIRST PART

ATTEST:

I. B Clark

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Lewis C Merchant
LEWIS C. MERCHANT, CHAIRMAN

PARTY OF THE SECOND PART

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of June 1972 before me the Subscriber a Notary Public for the County and State aforesaid, personally appeared JAMES R. BARNES, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Richard G. Portee
Notary Public
My Commission expires July 1974

RICHARD G. PORTEE NOTARY PUBLIC ST. MARY'S COUNTY

LIBER 1- FOLIO 59

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 10th day of June, 1972, before me, the Subscriber a Notary Public for the district aforesaid, personally appeared ROSALIE THOMAS, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Richard G. Portee
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 10th day of June, 1972, before me, the Subscriber a Notary Public for the county and state foresaid, personally appeared AGNES MARNETTE BARNES, unmarried, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Richard G. Portee
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 10th day of June, 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared FLORENCE C. BRYAN, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Richard G. Portee
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 10 day of June, 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared RUTH B. PORTEE, party to the within Deed of Easement and Agreement, and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

OWEN W. BALDWIN — Owen W. Baldwin
Notary Public

My commission expires July 1, 1974

STATE OF MARYLAND, COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 10th day of June 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared LOUISE FLEMING, party to the within Deed of Easement and Agreement and she acknowledged the same to be her act.

WITNESS my hand and Notarial Seal.

Richard G. Porter
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 10th day of June 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared JOHN W. BARNES, party to the within Deed of Easement and Agreement and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Richard G. Porter
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 10th day of June 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared THOMAS P. BARNES, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Richard G. Porter
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of June 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared ERNEST BARNES, unmarried, party to the within Deed of Easement and Agreement, and he acknowledged the same to be his act.

WITNESS my hand and Notarial Seal.

Richard G. Porter
Notary Public

LIBER 1- FOLIO 61

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 12th day of June, 1972, before me, the Subscriber a Notary Public for the county and state aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director, of said Commission, and parties to the within Deed of Easement and Agreement, and they acknowledged same to be the act of said Commission.

WITNESS my hand and Notary Seal.

Richard G. Porter
Notary Public
My Commission expires July 1, 1974

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 12 day of June, 1972, before me, the Subscriber, a Notary Public for the county and state aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and THURSTON B. CLARK, Director of said Commission, and parties to the within Deed of Easement and Agreement, and they acknowledged same to be the act of said Commission.

WITNESS my hand and Notary Seal.

Amanda A. Briggs
Notary Public
Commission Exp. 7-1-74

RECEIPT 3978

BOOK 061 PAGE 62

THIS DEED OF EASEMENT AND AGREEMENT made this 19th day of September, in the year Nineteen Hundred and Seventy-two, between US-A Partnership, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

BEGINNING for the same at a point on the North 57° 45' 00" East 1408.69 foot line of a 50-foot right-of-way granted to the St. Mary's County Metropolitan Commission as shown on a plan prepared by Lorenzi, Dodds and Gunnili, dated June 1972, of the U.S.-A a Partnership, property acquired by deed dated June 13, 1972 and recorded among the Land Records of St. Mary's County, Maryland in Liber 178 Folios 467 and 474, said point being distant South 57° 45' 00" West 622.50 feet from the end of said line; and running thence with the center line of a 20-foot permanent easement and a 33" sewer the following five courses and distances Viz. South 22° 02' 30" West 76.94 feet, South 31° 10' 31" East 362.00 feet, South 9° 39' 57" East 371.29 feet, South 08° 46' 22" East 909.86 feet, South 50° 25' 04" West 236.23 feet, to a point of ending on the North 76° 53' 12" East 1531.58 foot line of the above mentioned plan of property; said point being distant South 76° 53' 12" West 671.63 feet from the end of said line; said point of ending also being on the north side of a 100-foot right-of-way to the Shannon Farm.

Received this 13th day of Nov. 1972 at 4:05 o'clock P M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Kelly H.C

BOOK 061 PAGE 62

BEING a 20-foot permanent easement for the installation of public utilities.

SUBJECT to the temporary use of a 60-foot wide strip of land lying 30 feet either side of and parallel to the center line of the above described permanent easement.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property through which this easement is granted.

AND the party of the first part for itself, its successors and/or assigns, does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, US-A Partnership, party of the first part, a general partnership composed of Urban Systems Development Corporation, a Delaware corporation, and Aries Corporation, a Minnesota corporation, hereby executes this Easement and Agreement by having its general partners set their corporate hands and seals on the day and year first above written.

US-A PARTNERSHIP

By URBAN SYSTEMS DEVELOPMENT CORPORATION, General Partner

By: _____
L. E. Larsen, Vice President

ATTEST:

_____
Assistant Secretary

By ARIES CORPORATION

By: _____
C. M. Downing, Jr., Chairman

ATTEST:

_____
Secretary

STATE OF VIRGINIA, COUNTY OF ARLINGTON, to wit:

I HEREBY CERTIFY, that on this 19th day of September in the year one thousand nine hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Virginia, in and for Arlington County, aforesaid, personally appeared L. E. Larsen, Vice President of Urban Systems Development Corporation, a body corporate of the State of Delaware, and he acknowledged the foregoing Deed of Easement and Agreement to be his act and the act and deed of said corporation for and on behalf of the Us-A Partnership.

AS WITNESS my hand and Notarial Seal.

Shirley L. Gilstrap
Notary Public
My Commission Expires April 21, 1975

~~STATE OF~~ DISTRICT, ~~COUNTY~~ OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this 25th day of September, in the year one thousand nine hundred and seventy-two, before me, the subscriber, a Notary Public of the ~~State of~~ District of Columbia, in and for the District, aforesaid, personally appeared C. M. Downing, Jr., Chairman of Aries Corporation, a body corporate of the State of Minnesota, and he acknowledged the foregoing Deed of Easement and Agreement to be his act and the act and deed of said corporation for and on behalf of the US-A Partnership.

AS WITNESS my hand and Notarial seal.

Clara M. Watt
Notary Public
My Commission Expires Sept. 14, 1973

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

ATTEST:

T. B. Clark
Thurston B. Clark, Director

By: Lewis C. Merchant
Lewis C. Merchant, Chairman

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 29 day of September 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lewis C. Merchant, Chairman of the St. Mary's County Metropolitan Commission, and Thurston B. Clark, Director of said Commission, and they acknowledged same to be the act of said Commission.

WITNESS my hand and Notarial seal.

Amanda A. Lyons
Notary Public
Commission Expires

RECEIPT 13978

THIS DEED OF EASEMENT AND AGREEMENT made this 10 day of November, in the year Nineteen Hundred and Seventy-Two, between Herman W. Hewitt and Regina R. Hewitt, his wife, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

BEGINNING for the same at a point, said point being the most northwesterly intersection of the westerly right-of-way line of Saratoga Drive (60 feet in width) as proposed by a plat prepared by W. L. Bowman dated February 15, 1955, and known as a Plat of Subdivision, Part of "Forrest Hall", made for Herman W. Hewitt; thence, by the northerly right-of-way line of the aforesaid Shangri-La Drive by a line across the aforesaid Saratoga Drive N. 63° 14" 20" E for a distance of 60.00 feet to a point, said point marking the most northeasterly intersection of the easterly right-of-way line of the aforesaid Sartoga Drive with the northerly right-of-way line of the aforesaid Shangri-La Drive, N 63° 14' 20" E for a distance of 190.24' feet to a point, said line also being the southern most line of property now or formerly of Robert Miedzinski; thence, still by the same N 69° 50' 08" E for a distance of 106.29 feet to a point of curve; thence, by the northerly right-of-way line of the aforesiad Shangri-La Drive, said line leaving

BOOK 001 PAGE 65

the line of the aforesaid Robert Miedzinski property by a line through lands of the grantor herein; by an arc of a circle, curving to the right and having a radius of 248.37 feet for an arc distance of 38.46 feet to a point of tangent; thence still by the same, N 78° 42' 27" E for a distance of 64.76 feet to a point of curve; thence still by the northerly right-of-way line of the aforesaid Shangri-La Drive and the southerly line of lands of the grantor herein by an arc of a circle curving to the right, having a radius of 144.79 feet for an arc distance of 28.89 feet to a point on the westerly line of lands of property now or formerly of William A. Chapman; thence, by the aforesaid line S 05° 03' 45" W for a distance of 60.38 feet to a point on said line; thence by the following five (5) courses and distances through lands of the grantor herein, said line being the southerly right-of-way line of the aforesaid Shangri-La Drive.

1. By an arc of a circle curving to the left having a radius of 84.79 feet for an arc distance of 11.73 feet;
2. S 78° 42' 27" W for a distance of 64.76 feet to a point;
3. By an arc of a circle curving to the left having a radius of 188.37 feet for an arc distance of 29.17 feet;
4. S 69° 50' 08" W for a distance of 103.55 feet to a point;
5. S 63° 14' 20" W for a distance of 249.21 feet to a point; said point being the intersection of the southerly line of the aforesaid Shangri-La Drive with the westerly line of the aforesaid Saratoga Drive; thence by the westerly line of Saratoga Drive N 26° 45' 40" W for a distance of 60.00 feet to a place at the point of beginning.

Containing and area of 28,390 Square Feet more or less.

Received this 13th
day of Nov. 1972
at 4:05 o'clock P. M., for
RECORD AND RECORDED
DOROTHY BAILEY FISHER, CLERK
Rocky N. C.

BOOK 001 PAGE 66

BEING a 60-foot permanent easement for the installation of public utilities.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property through which this easement is granted.

AND the party of the first part for itself, its successors and/or assigns, does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto, this day of , 1972.

ATTEST:

By Herman W. Hewitt
Herman W. Hewitt

By Regina R. Hewitt
Regina R. Hewitt

By

ATTEST:

M. G. Marlay
~~Secretary~~ Executive Assistant

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Lewis C. Merchant
Lewis C. Merchant
Chairman

STATE OF St. Mary's
COUNTY OF Maryland , to wit:

I HEREBY CERTIFY that on this 6th day of November, 1972 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared

Herman W. Hewitt and Regina R. Hewitt, his wife,

, and that ~~he~~they, , acknowledged the aforegoing Public Works Agreement to be ~~his~~their act.

WITNESS my hand and Notarial Seal.

Shirley M. Goodmanson
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of November, 1972 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Amanda A. Bee
Notary Public

RECEIPT 13978

THIS DEED OF EASEMENT AND AGREEMENT made this 10 day of November, in the year Nineteen Hundred and Seventy-two, between Herman W. Hewitt and Regina R. Hewitt, his wife, party of the first part; and St. Mary's County Metropolitan Commission, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

BEGINNING for the same at a point set on the southeasterly right-of-way line of Maryland State Route #246, also known as Great Mills Road (80feet in width), said point also being further located as the intersection of the southeasterly line of Great Mills Road with the northwesterly line of Saratoga Drive herein described; thence, from said point of beginning by the southeasterly right-of-way line of Great Mills Road N 63° 27' 19" E for a distance of 60.00 feet to a point, said point being the intersection of the southeasterly right-of-way line of Great Mills Road with the northeasterly line of Saratoga Drive herein described; thence, by the northeasterly line of the herein described parcel S 26° 32' 41" E for a distance of 846.69 feet to a point on the northerly line of property now or formerly of Herman W. Hewitt, Sr. and Herman Hewitt, Jr.; thence, by the aforesaid northerly line of the Hewitt property S 63° 27' 19" W for a distance of 60.00 feet to a point; thence, by the northwesterly line of the herein described parcel N 26° 32' 41" W for a distance of 846.69 feet to a point at the place of beginning.

Containing an area of 50,801 Square Feet more or less.

Received this 13th day of Nov. 1972 at 4:05 o'clock P M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Rec'd N.C.

BEING a 60-foot permanent easement for the installation of public utilities.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property through which this easement is granted.

AND the party of the first part for itself, its successors and/or assigns, does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement by any of the parties hereto, their heirs, personal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto, this day of , 197 .

ATTEST:

By _____
Herman W. Hewitt

By _____
Regina R. Hewitt

By _____

ATTEST:

M. G. Marlay
Secretary Executive Assistant

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By _____
Lewis C. Merchant
Chairman

STATE OF Maryland
COUNTY OF St. Mary's County , to wit:

I HEREBY CERTIFY that on this 6th day of November, 1972 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared

Herman W. Hewitt and Regina R. Hewitt, his wife, , and that he/they , acknowledged the aforegoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Shirley M. Blackwell
Notary Public

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 10th day of November, 1972 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Amanda A. [illegible]
Notary Public

RECEIPT 14251 BOOK 001 PAGE 72

USDC #MD01

THIS PUBLIC WORKS AGREEMENT by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission," and US-A Partnership, a general partnership having as general partners Aries Corporation, a Minnesota corporation, and Urban Systems Development Corporation, a Delaware corporation, hereinafter the "Developer."

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as

CEDAR COVE DEVELOPMENT
LEXINGTON PARK, MARYLAND , and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water and sewer facilities have been submitted to the Commission by the Developer, and

WHEREAS, the Commission warrants that it presently has adequate sanitary capacity to service the proposed development.

NOW, THEREFORE, In consideration of said premises, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with the approved plans and specifications, and any amendments thereto, sub-

mitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey, for the nominal consideration of ONE ($1.00) DOLLAR, all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

Water and Sewer mains and laterals

Manholes

Water and wastewater pumping stations, including the land upon which they are situate.

A 100,000 gallon elevated water storage tank

Water wells serving the public water system

All public water and wastewater facilities serving said property.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to Paragraph FOURTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot or dwelling unit or commercial unit to be served by said facilities is connected to the water and/or sewerage system, as applicable, the connection charges and tap fees therefor may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That, in addition to all applicable fees, assessments and charges of said Commission, the Developer shall pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may be determined by the Commission from time to time.

EIGHTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

NINTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 27 day of December, 1972.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

T. V. Brent
Secretary

By: Louis C. Dreyfuss
Chairman

US-A PARTNERSHIP

BY ARIES CORPORATION, General Partner

ATTEST:

Secretary

By: _____
C. M. Downing, Jr., Chairman

BY URBAN SYSTEMS DEVELOPMENT CORPORATION, General Partner

ATTEST:

Assistant Secretary

By: _____
L. E. Larsen, Vice President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 27 day of November, 1972, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Notary Public
Commission Expires 7-1-74

STATE OF VIRGINIA, COUNTY OF ARLINGTON, to wit:

I HEREBY CERTIFY that on this 9th day of November, 1972, before me, the subscriber, a Notary Public of the State of Virginia in and for Arlington Co. aforesaid, personally appeared C. M. Downing, Jr., Chairman of Aries Corporation, a body corporate of the State of Minnesota, and he acknowledged the foregoing Public Works Agreement to be his act and the act and deed of said Corporation for and on behalf of the US-A Partnership.

AS WITNESS my hand and Notarial seal.

Notary Public
My Commission Expires April 21, 1975

STATE OF VIRGINIA, COUNTY OF ARLINGTON, to wit:

I HEREBY CERTIFY, that on this 9th day of November, 1972 before me, the subscriber, a Notary Public of the State of Virginia, in and for Arlington County, aforesaid, personally appeared L. E. Larsen, Vice President of Urban Systems Development Corporation, a body corporate of the State of Delaware, and he acknowledged the foregoing Public Works Agreement to be his act and the act and deed of said Corporation for and on behalf of the US-A Partnership.

AS WITNESS my hand and Notarial seal.

Shirley L. Lacrosse
Notary Public
My Commission Expires April 21, 1975

Received this 29th
day of Nov. 1972
at 4:10 o'clock P.M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK
Rec'd. N.C.

BOOK 061 PAGE 77

14505

PUBLIC WORKS AGREEMENT

This Public Works Agreement by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission", and Riley Bros, Inc., a body corporate of the State of Maryland, hereinafter the Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany sanitary district, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as Spring Valley and

WHEREAS, the Developer seeks the approval of said Commission for the construction of said facilities,

NOW, THEREFORE, IN CONSIDERATION of said premises, it is agreed by the parties as follows:

FIRST: That preliminary plans for water and/or sewerage facilities, as applicable, have been reviewed and accepted by the Commission, but that no work in the construction of such facilities shall be done prior to the time the Developer secures from the Commission a building permit for such work: said permit shall contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer agrees to build and construct said ~~said~~ water and/or sewerage facilities as applicable in accordance with the plans submitted to and by specifications approved by the Commission.

THIRD: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities as may be requested by the Commission with the appropriate easements and rights-or-way to the Commission and to provide all documentation and assurances of title as are requested in connection with said proposed transfer.

Received this 13Th
day of Dec 19 72
at 4:12 o'clock P M., for
RECORD AND RECORDED Rcdy NC
DOROTHY BAILEY KUCHER, CLERK

BOOK 061 PAGE 77

FOURTH: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for the purposes of the inspection of said facilities.

FIFTH: That the Developer will sell no property to any individual homeowner until such time as acceptable water and sewerage facilities are constructed, under the plans and specifications of the Commission, and as have been approved and accepted by the Commission.

SIXTH: That the Developer pay to the Commission such a reasonable fee for review and inspection of the aforesaid plans and inspections, as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including but not limited to connection charges, tap fees, front foot assessments and service fees, as applicable.

SEVENTH: In the event of a dispute between the parties as to the subject matter of this agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

EIGHT: That this agreement shall be binding on the successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 19 day of September, 1969.

ATTEST:

I. B. Clark
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Louis C. Dorsey
Chairman

Commission

RILEY BROS. INC.

By: Louis Dicken
Louis Dicken, President

Developer

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RECEIPT 14505

BOOK 001 PAGE 79

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and LEX - PARK INC. a Maryland corperation

hereinafter the "Developer"

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as

Essex South subdivision Section 3
Eight Election District
St. Mary's County Maryland
Lots 1 thru 50, Lot 52, Lots 57 thru 62, Lots 64 thru 70, Lots 90 thru 94:
or a total of 69 Lots , and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water and sewer facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, In consideration of said premises, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with

Received this 13th
day of Dec. 1972
at 4:12 o'clock P. M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK
Rcdg. N/C

the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FOURTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water and/or sewerage system, as applicable, the connection charge therefor may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for

inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

EIGHTH: If through unforeseen circumstances the Commission is unable to extend sewer facilities into the area the Developer seeks to sewer, this Agreement shall become null and void.

NINTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

TENTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 15th day of June , 19 72.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Secretary

By
Chairman

ATTEST:

Lex Park, Inc.

Sec't.

By
President

By

By

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 15th day of June, 1972 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Notary Public

MY COMMISSION EXPIRES JULY 1, 1974

STATE OF Maryland:
COUNTY OF Montgomery: TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 1972 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Oscar D. Nakamura

, and that he/they acknowledged the aforegoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Exp. 7/1/74

BOOK 001 PAGE 83

RECEIPT 14576

OPTION TO PURCHASE

THIS OPTION, Made this 15 day of December, 1971, by and between Piney Point Water Company, Inc., hereinafter called the Seller, and the St. Mary's County Metropolitan Commission, hereinafter called the Buyer and County Commissioners of St. Mary's County, Maryland,

WITNESSETH, that for and in consideration of $1.00, in hand paid, the receipt of which is hereby acknowledged, the said Seller does hereby grant unto the Buyer the option to purchase all of the assets of the Piney Point Water Company, Inc., consisting of the following described real estate, including all appurtenances connected thereto, all as set forth in the deed to Piney Point Water Company, Inc., dated August 16, 1969, and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK No. 153, folio 102, as follows:

ALL THAT LOT, tract or parcel of land situate, lying and being in the Second Election District of St. Mary's County, Maryland, and being all that land lying to the Southward of Lots 6 through 10 of the subdivision known as Piney Point Homes, including a 10 foot strip of land lying between lots 6 and 7 and lot 11, and to the westward of lots 11 through 16 and the unnumbered lot 50 feet x 100 feet owned by Ullrich, as described in deed recorded in CBG No. 110, folio 210, and westward of the end of Block Avenue and Lot 21 and the unnumbered lot 50 feet x 80 feet owned by Noack by deed recorded in CBG No. 125, folio 183, and continuing for the easterly line of the property hereby conveyed across the extreme end of Stark Avenue and continuing on to the Potomac River, and bounded on the westerly side of the property hereby conveyed by the land of M. M. Bradburn and W. H. Cobbs, all as shown on the Plat of Subdivision of Piney Point Homes, recorded in Liber CBG No. 4, folio 42. Included also is the well pump house, the 25,000 gallon water tank and the sewage treatment plant, including outfall appurtenant thereto, and including also all water mains, valves and hydrants connected to the water system now maintained and operated by the Grantee herein.

At and for the price of $20,000.00 of which the consideration paid for this option shall be a part.

Received this 18th
day of Dec 1972
at 4:02 o'clock P M., for
RECORD AND RECORDED

DOROTHY BAILEY KOCHER, CLERK

Rcdy. NC

BOOK 001 PAGE 83

It is understood and agreed that Buyer may exercise this option at any time within two (2) years upon giving notice in writing to Seller of its option to purchase at P.O. Box 322, Leonardtown, Md. 20650, c/o Robert E. Wigginton.

Buyer shall have the option of paying for the water company either in cash or in bonds which will pledge the full faith and credit of the County and said financing is hereby approved by the County Commissioners of St. Mary's County.

It is further understood that Buyer will first have to establish the area in which Seller is located as a Sanitary District or otherwise be brought within the jurisdiction of the St. Mary's County Metropolitan Commission or its successor in accordance with the Public Local Laws of Maryland as they pertain to St. Mary's County. If the Buyer cannot or fails to establish such a Sanitary District then the option shall be void.

It is further understood that this Option is contingent on the Seller obtaining approval of the Public Service Commission of Maryland of the sale and the abandonment of the franchise. If such approval is not forthcoming, this option shall be void.

Seller agrees to take immediate steps to obtain the approval of the Public Service Commission after this Option has been exercised, and in the event the approval is delayed beyond the 60 days settlement date, then the time for settlement shall be automatically extended to the extent necessary to secure approval.

At settlement Seller will convey the property by a special warranty deed free and clear of any and all liens or

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encumbrances. Taxes to be adjusted to date of settlement.

WITNESS the hands and seals of the parties hereto.

ATTEST:

Secretary

PINEY POINT WATER COMPANY, INC.

By: Vincent A. Sheehy, Jr.
President

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Lewis C. Merchant
Chairman

APPROVED:

Paul R. Raley, Administrative Officer

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND

By: George R. Aud, President

STATE OF ~~MARYLAND~~ District of Columbia, ~~COUNTY OF ST. MARY'S~~, to wit:

I HEREBY CERTIFY that on this 15 day of December, 1971, before me the Subscriber, a Notary Public of the State of ~~Maryland~~ District of Columbia ~~in and for St. Mary's County~~, personally appeared Vincent A. Sheehy, Jr., President, Piney Point Water Company, Inc., and he acknowledged the foregoing Option to Purchase to be his act.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 8/31/76

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 13th day of December, 1971 before me the Subscriber, a Notary Public of the State of Maryland in and for St. Mary's County, personally appeared Lewis C. Merchant, Chairman, St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Option to Purchase to be his act.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

MY COMMISSION EXPIRES JULY 1, 1974

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 20 day of December, 1971 before me the Subscriber, a Notary Public of the State of Maryland in anf for St. Mary's County, personally appeared George R. Aud, President, County Commissioners of St. Mary's County, and he acknowledged the foregoing option to Purchase to be his act.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/74

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RECORD 18403

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Louis E. Shomette and William H. Stanhagen hereinafter the "Developers",

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County, and

WHEREAS, the Developers are developing certain real property within the Mattapany Sanitary District known and described as Motor Hotel and Related Facilities, and more specifically described as that land set forth in the Deed recorded among the Land Records of St. Mary's County at Liber 175, Folio 13 , and the plat attached hereto and made a part hereof.

WHEREAS, the Developers seek the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, the Developers seek to develop the said property prior to the time which the Commission will have sewer service available to the said property in accordance with current projections and schedules and in order for the Commission to provide such service in accordance with the needs of the developer it would be necessary for the Commission to extend by Change Order Number Three existing Contract 4A-S from MH 79 to MH 80. It is hereby recognized by both parties that the extension of Contract 4A-S by Change Order Number Three would increase the contract cost by approximately $50,000. It is further recognized by both parties that Federal and State funding to be received under a change order or extension of an existing contract would be equal to 75% of the contract cost opposed to 87.5% combined Federal and State funding available for new projects.

Received this 10th
day of July 1973
at 2:50 o'clock P M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Ready M.C.

NOW, THEREFORE, In consideration of said premises, it is agreed by the parties as follows:

FIRST: The Developers hereby recognize that the Commission by extending Contract 4A-S from MH 79 to MH 80 by Change Order Number Three to meet the needs of the Developer will receive 12.5% less of the cost of the extension from Federal and State sources. The Developers therefore agree to pay to the Commission, in addition to all other costs, fees and permit charges which would result from their development of the above project; the 12.5% of the cost of the extension as represented by Change Order Number Three to Contract 4A-S. It is further agreed that such sum of money shall be paid to the Commission on or before February 1, 1974; (the Developers being given five days notice in the event payment is to be made prior to February 1, 1974) at which time the Commission will request from the Environmental Protection Agency (EPA) an audit of EPA Project No. WPC-Md.-137.

In the event EPA and the State of Maryland grant and approve combined Federal and State funding of 87.5% of the cost of such change order the Commission will reimburse to the Developer any funds advanced by them to the Commission.

SECOND: That no work in connection with construction of Developers on-site water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

THIRD: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with

the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

FOURTH: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FIFTH: In the event the Developers proceed with Development of the property other than as a Motor Hotel and Related Facilities, such further development shall be subject to future public works agreements to be entered into by and between the parties hereto.

SIXTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

SEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

EIGHTH: On or before the signing of this Agreement by the parties, Louis E. Shomette and William H. Stanhagen shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum equal to the engineering estimate plus 10% for contingencies, or the amount of the contract prices whichever is higher; conditioned that Louis E. Shomette and William H. Stanhagen shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond (s) to be and remain in force until such time as the aforesaid facilities have been constructed and inspected by this Commission and are ready for public use.

NINTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this day of May 8 , 1973.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

T. B. Clark
Secretary

By Lewis C. Merchant
Chairman

ATTEST:

Irene B. Graves
Witness as to both

By Louis E. Shomette Jr.

By William H. Stanhagen

By _____

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 8 day of May , 1973 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Lewis C. Merchant, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Irene B. Graves
Notary Public

STATE OF Maryland
COUNTY OF St. Mary's , to wit:

I HEREBY CERTIFY that on this 8 day of May, 1973 before me, the subscriber, a Notary Public in the County aforesaid, personally appeared Louis E. Shomette and William H. Stanhagen, and that they acknowledged the aforegoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

Irene B. Graves
Notary Public

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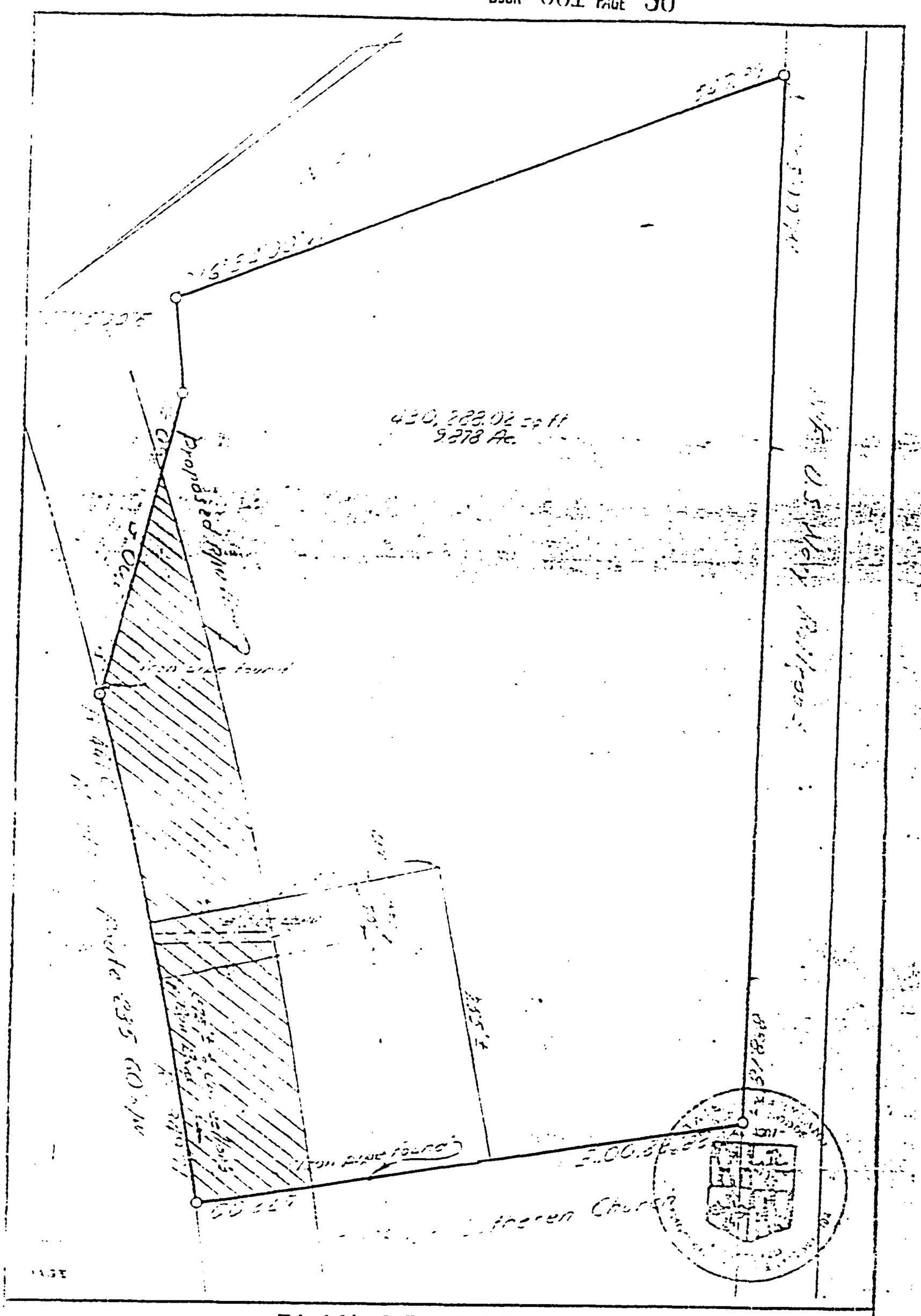


PLAN OF PROPERTY

SITUATE IN

"Part of Asquith Defense"
8th Election District
St. Mary's County, Md.

SURVEYED FOR

SCALE: 1" = 100' DR. FAB N. B. No. 001-90 SURVEY No. 71672 DATE: 11-22-71

LORENZI, DODDS AND GUNNILL

CONSULTING ENGINEERS
& LAND SURVEYORS

BOOK 001 PAGE 90

RECEIPT 18403

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT by and between THE ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and ST. MARY'S LEASED HOUSING CORPORATION, MARYLAND, hereinafter the "Developer", and F.M. O'NEAL, INC., hereinafter called "Owner"; and

WHEREAS, the Commission is responsible for all water and sewerage projects in the Mattapany Sanitary District; and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as Willow Run Farm, Section 1, Eighth Election District, adjacent to south side of Norris Road; and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water facilities necessary to the development of the aforesaid property; and

WHEREAS, the Developer seeks to develop the said property prior to the time which the Commission will have sewer service available to the said property in accordance with current projections and schedules; and

WHEREAS, it is the policy of the Commission that where approval of a water system is sought by a Developer, such approval of the Commission is conditioned on an agreement of the Developer to install ~~lateral sewerage mains~~ a sewerage collection system at no expense to the Commission; and

WHEREAS, it is the policy of the Commission to secure from the Developer guarantees that said Developer shall connect to the Commission facilities when and if said Commission extends its facilities to the property of the Developer; and

WHEREAS, Owner owns twenty-five (25) acres of land adjacent to the land of Developer, and the Owner is desirous of pledging this land as security for the installation of a sewerage collection system on the land of Developer; and

BOOK 001 PAGE 91

WHEREAS, the Commission has examined and approved Developer's plans for a water facility to service the property of Developer; and

NOW THEREFORE, in consideration of the aforesaid premises, the parties to this Agreement, each in consideration of the mutual promises, covenants, and stipulations, set out herein, agree as follows:

FIRST: That no work in connection with construction of said water facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water facilities as applicable in accordance with the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: At such time as the Commission may so desire, the Developer hereby agrees to convey all of said water facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

All lines, mains, connections and the well shown on a plan of said water system submitted and approved by this Commission.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FOURTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water system, the connection charge therefore may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no dwelling unit within the project to be served by said water facilities shall be occupied or used for residential purposes, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but no limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

EIGHTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

NINTH: To secure the performance of Developer of this Agreement, Developer and Owner states and pledges as follows:

A) That Developer is the obligee of a certain Agreement to Lease, dated March 5, 1973, wherein the St. Mary's Housing Authority has agreed to lease from it fifty (50) dwelling units, consisting of thirty (30) four bedroom units and twenty (20) five bedroom units at an annual total rental of $115,020.00, and

said lease shall be for a period of ten (10) years, and which is automatically renewable for an additional period of ten (10) years in absence of notice, and wherein (Section 7, Paragraph G) Developer shall allocate $8.00 per dwelling unit per month plus accrued interest to a Non-Routine Maintenance Trust Fund created by the Trust Indenture to be held in escrow for the use and benefit of the St. Mary's Housing Authority and to be disbursed as requested by the Authority with the concurrence of the Department of Housing and Urban Development.

B) Developer is Trustor and Commerce Union Bank is Trustee in a certain trust agreement executed on March 5, 1973, and recorded among the land records of St. Mary's County on March 16, 1973, securing $1,355,000.00 St. Mary's Leased Housing Corporation, Maryland, First Mortgage Leased Housing Revenue Bonds, dated February 1, 1973.

C) Pursuant to said Trust, Developer and the St. Mary's Housing Authority hereby pledge the balances of the Annual Special Maintenance Reserve ($8.00 per unit per month) for the purpose of the installation of collecting sewers and house connections if and when the Commission extends its facilities to the property of Developer. (Art. III, 3.06).

D) Developer fully incorporates herein Art. VI Covenants of Corporation, 6.05 Further Covenants, First through and including Thirteenth (pp. 22-24 of Trust), and in particular Second and Fourth.

E) Developer and St. Mary's Housing Authority hereby covenant, to further secure the installation of collecting sewers and house connections to proceed upon notice from the Commission that it expects to extend its facilities to Developer's property, which notice shall be delivered to Developer or St. Mary's Housing Authority not earlier than twenty (20) months nor later than twelve (12) months, the Developer and St. Mary's Housing Authority will proceed pursuant to Art. XII Amendments of Indenture and Lease Agreement, Section 12.03 Supplemental Indentures with Holder's

Consent to obtain the necessary approval to float a further bond issue of St. Mary's Leased Housing Corporation, Maryland, First Mortgage Leased Housing Sewer Construction Bonds. Such Bond issue shall be in such amount as to insure the construction of said sewer lines and appurtenances in complete accord with the specifications of the Commission.

F) To further insure and guarantee the performance of this Agreement, if necessary, Developer and St. Mary's Housing Authority shall take appropriate action pursuant to Section 4, Re-examination of Rents, of the Lease Agreement to obtain an increase in rental contributions of the Annual Contributions Contract and an increase also of the subtenants increment to said contributions.

G) To further assure and guarantee the performance of this Agreement, the Owner does hereby pledge that land contained in parcel two of a certain deed recorded among the land records of St. Mary's County at Liber DBK 187 folio 233 containing 26.814 acres more or less (saving and excepting Lot No. 80), and the Owner does hereby bind itself, its successors and assigns to pledge its land hereinbefore described for the purpose of guaranteeing the engineering, construction, connecting and installing by the Developer in accordance with St. Mary's County Metropolitan Commission Standard Specifications for Water and Sewerage Construction, a sewerage collection system, including collecting sewers and house connections in the project owned by the Developer as set forth and described in a deed recorded among the land records of St. Mary's County at Liber DBK 187 folio 235, and in the event of default of this bond, the Owner shall convey said twenty-six and eight tenths acres more or less to the Commission.

The pledge of this land by the Owner shall constitute a first lien on the said twenty-six and eight tenths acres more or less. It is mutually agreed and understood that this pledge and bond shall remain in force following the execution of this

BOOK 001 PAGE 95

Agreement and shall automatically terminate at the earliest of the following dates:

1) The completion of the installation of the collecting sewers and house connections as hereinbefore specified, or

2) Five (5) years from the date of this Agreement.

In the event Owner shall pursue development of the said twenty-six and eight tenths acres (26.8), (saving and excepting Lot No. 80) as shown on a certain plat containing forty-one lots, designated Willow Run Farm, drawing marked "Exhibit A" prepared by Lorenzi, Dodds and Gunnill and dated April 22, 1973, which is hereby incorporated herein, the Commission will upon the placing by the Owner of $1,000 per lot in an escrow account, release any or all of such lots for development. In the event this parcel of land should be developed in any manner other than that shown on said drawing, the Commission will, upon the placing by the Owner of $1,000 per 20,000 square feet of land in an escrow account release each 20,000 square feet for such development.

TENTH: This Agreement shall be binding on all successors and assigns of the parties hereto and parties hereto further agree to execute any and all documents necessary to carry out the terms contained in this Agreement.

WITNESS the hands and seals of the parties hereto this 22nd day of May, 1973.

Witness:

St. Mary's County Metropolitan Commission

Thurston B. Clark, Sec-Treas.

By _____ (SEAL)
Lewis C. Merchant, Chairman

St. Mary's Housing Authority

_____

By _____ (SEAL)
J. Patrick Jarboe, Chairman

St. Mary's Leased Housing Corporation, Maryland

J. Michael McCauley, Secy.

By _____ (SEAL)
Joseph D. Carter, President

F.M. O'Neal, Inc.

Charles J. Hayes, V. Pres.

By _____ (SEAL)
F.M. O'Neal, President

Received this 10th
day of July 1973
at 2:50 o'clock P M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Reidsville N.C.

RECEIPT 15403

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and the SATAV Corporation, hereinafter the "Developer"

WHEREAS, the Commission is responsible for all water and sewerage projects in the Leonardtown, Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as King-Kennedy Estates, Sections 1, 2 & 3, and located in the Sixth Election District of St. Mary's County, and as set forth in a deed (s) recorded among the Land Records of St. Mary's County at Liber DBK 160, Folio 104, and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, in consideration of the aforesaid premises, and in consideration of the promises, covenants and stipulations set out herein the parties agree as follows:

FIRST: That no work in connection with construction of said water facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water facilities as applicable in accordance with the St. Mary's County Metropolitan Commission Standard Specifications for Water and Sewerage Construction, and the approved plans and specifications and any amendments thereto, submitted to and approved by the

Received this 10th
day of July 1973
at 2:54 o'clock P. M. for Recd N.C.
RECORD AND RECORDED
DOROTHY BOYLE, KUCHER, CLERK

Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That upon completion and at such time as the Commission may so desire, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

Present and existing facilities:

One 4" well pumping 14 GPM

One 10,000 gallon hydropneumatic storage tank

Duratrol automatic controls, compressor, & chlorinator

One cinderblock pumphouse

One wooden pumphouse

2175 ft. of 4" PVC water main

110 ft. of 6" PVC water main

Valves, fittings, fire hydrants and appurtenances connected to and made a part of the above system.

Facilities (to be developed) in the future:

One 6" well pumping 80 GPM and controls

Chlorinator

Cinderblock pumphouse

350' 4" AC water main

1840' 6" AC water main

700' 8" AC water main

Valves, fittings, fire hydrants and appurtenances connected to and made a part of the above system.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FOURTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water, as applicable, the connection charge therefor may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no lot or tract within the project to be served by said water facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

EIGHTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

NINTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto, and the parties further agree to execute any and all further documents or instruments necessary to carry out the terms and intent of this Agreement.

WITNESS the hands and seals of the parties hereto, this day of , 1973.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Secretary

By Louis C. Merchant (SEAL)
Chairman

ATTEST:

By Stephen R. L. Young, Jr. (SEAL)

By Mary N. Woodland (SEAL)

By (SEAL)

RESOLUTION

RECEIPT 18405

WHEREAS, the St. Mary's County Metropolitan Commissicn established under the Code of Public Local Laws of St. Mary's County, subtitle, Sanitary Districts, is empowered to do any and all corporate acts for the purpose of carrying out the provisions of the subtitle, and;

WHEREAS, the St. Mary's County Metropolitan Commission entered into a contract with the United States Navy, Contract Number N62477-70-C-0105, wherein the Navy would deliver to the Metropolitan Commission sewage for the purpose of treatment and disposal for which the Navy would compensate the Metropolitan Commission at the rate of 40¢ per 1000 gallons on the first 403,864 M/Gallons per year, and at the rate of 21¢ per 1000 gallons for any excess above 403,864 M/Gallons per year, and;

WHEREAS, the aforementioned rates per 1000 gallons of sewage to be treated were calculated, negotiated, and based on information submitted by the Navy with respect to a base period flow of sewage in 1968, as such information and figures were not available to St. Mary's County Metropolitan Commission, and;

WHEREAS, the Metropolitan Commission has received evidence which indicates the information submitted by the Navy as to the base period flow of sewage to be processed was higher than the true flow, and since this base period flow was used in determining the per 1000 gallon rate for Contract Number N62477-70-C-0105, and that a higher base period flow would and has resulted in a lower per 1000 gallon rate than would have resulted had the Navy provided accurate base flow information, and;

WHEREAS, the St. Mary's County Metropolitan Commission staff has made every effort for a period of approximately two years to renegotiate this contract in order to adjust the per 1000 gallon

rate in accordance with accurate and true base flow information in order that the Navy would be paying at a rate comparable to that being paid throughout the Mattapany Sanitary District, and;

WHEREAS, the St. Mary's County Metropolitan Commission staff has recently been informed by the U. S. Naval Facilities Engineering Command, Chesapeake Division, that the U. S. Navy is not inclined to renegotiate or adjust the per 1000 gallon rate set forth in Contract Number N62477-70-C-0105;

NOW, THEREFORE, BE IT RESOLVED, that the staff of St. Mary's County Metropolitan Commission is hereby authorized to have prepared and submit a claim for the amount that would be due the St. Mary's County Metropolitan Commission for the entire Contract period, if the per 1000 gallon rate had been determined on the basis of an accurate or properly adjusted base flow rate in 1968;

BE IT FURTHER RESOLVED, that if such claim is not honored, the Commission staff are hereby authorized to file such appeals with the U. S. Navy Contract Officer and such other appeals as are available to the Metropolitan Commission as provided in Armed Services Procurement Regulations in order to recoup and recover any amounts due and owing as a result of improper rates set forth in Contract Number N62477-70-C-0105.

Attest:

Thurston B. Clark
Director

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Lewis C. Merchant, Chairman

Paul F. Ludwig

John K. Parlett

George McWilliams, III

J. J. Finnacom

Chauncey W. Karstens

Francis E. Taylor

Received this 10th
day of July 1973
at 2:36 o'clock P M. for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

BOOK 001 PAGE 104

1 - PAGE 105

RECEIPT 18485

ST. MARY'S COUNTY METROPOLITAN COMMISSION

RESOLUTION

WHEREAS, the St. Mary's County Metropolitan Commission established under Code of Public Local Laws of St. Mary's County Sub-title, Sanitary Districts, hereinafter referred to as "Commission", is impowered to any and all corporate acts for the purpose of carrying out provisions of the Subtitle, and;

WHEREAS, the Commission has received projected financial statements for fiscal year 1974; and based on the projected revenues and expenditures the Commission will incur an operating deficit in both the sewer division and the water division, and;

WHEREAS, the Commission is impowered pursuant to Section 427A of Article 43 of the Annotated Code of Maryland (1971 replacement volume and 1972 Cummulative Supplement) for the purpose of providing funds for maintaining, repairing and operating its water and sewerage systems, it may impose rates for water service, a charge for the upkeep of sewers and a sewer service charge, all of these charges being chargeable against all properties having a connection with any water pipe or sewer pipe under its supervision or owned by it, and;

WHEREAS, the Commission has determined that it is necessary and desirable to exercise its powers under Section 427A of Article 43 to establish rates, charges and assessments for its services and to modify existing rates and charges and assessments previously established in order to avoid a financial deficit, and;

WHEREAS, the Commission made a decision and has given notice of the proposed rates, charges, or assessments in two (2) newspapers of general circulation in St. Mary's County for two (2) consecutive weeks, and;

WHEREAS, the Commission thereafter conducted a public hearing on the necessity and advisability of the proposed rates, charges or assessments;

NOW, THEREFORE, BE IT RESOLVED, on this 29th day of June, 1973, that the St. Mary's County Metropolitan Commission hereby establishes and adopts the rates, charges, or assessments as set forth on Exhibits A, B, & C, attached hereto and made a part hereof to be effective beginning on July 1, 1973, and continuing thereafter, except, however, these rates, charges, or assessments shall be subject to any and all provisions, rules, and regulations set forth by the President of the United States in his price freeze effective June 8, 1973, and further, these rates, charges or assessments shall be subject to any and all provisions, rules, and regulations as set forth by the Cost of Living Council and/or the President's Special Freeze Group.

Attest:

Thurston B. Clark, Director

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Lewis C. Merchant, Chairman

Francis E. Taylor

J. J. Finnagom

Paul F. Ludwig

John K. Parlett

George McWilliams, III

Chauncey W. Karstens

Received this 13th
day of June 1973
at 3:50 o'clock P.M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Recd 7.2

18997 Liber 1 Page 107

RESOLUTION NO. 73-22

RESOLUTION of the Board of County Commissioners of St. Mary's County, Maryland, concurring in the passage and adoption of a resolution heretofore passed by the St. Mary's County Metropolitan Commission authorizing the issuance and sale of $650,000 St. Mary's County Metropolitan Commission Bonds (Second Issue), said bonds to be issued on the full faith and credit of St. Mary's County, Maryland; covenanting to impose ad valorem taxes in rate and amount sufficient to pay the principal and interest of said bonds, when due, if such principal and interest is not paid from assessments and charges, all as more particularly provided in the aforesaid resolution passed by the St. Mary's County Metropolitan Commission; and pledging the full faith and credit and unlimited taxing power of St. Mary's County, Maryland, as the security for the payment of said bonds.

WHEREAS, the St. Mary's County Metropolitan Commission has heretofore passed a resolution authorizing the issuance and sale of $650,000 St. Mary's County Metropolitan Commission Bonds (Second Issue) providing funds for the design, construction, establishment, purchase or condemnation of a water system to be located in Mattapany Sanitary District, as defined by law, in St. Mary's County, Maryland, particularly for the purchase of the property, assets and chattels of Patuxent Water Company, Inc., said resolution having been duly adopted on July 3, 1973.

WHEREAS, Chapter 816 of the Laws of Maryland of 1957, as amended, now codified as Sections 157 to 180, inclusive, of the Code of Public Local Laws of St. Mary's County (1965 Edition, as

Adv 1 Folio 108

amended, being Article 19 of the Code of Public Local Laws of Maryland) (hereinafter sometimes referred to as the "Act"), authorizes the issuance of bonds for the purposes set forth in the resolution referred to in the preceding paragraph of this resolution; and

WHEREAS, the Act further provides that such bonds shall be issued upon the full faith and credit of St. Mary's County, Maryland, upon the approval of the County Commissioners of St. Mary's County, Maryland; and

WHEREAS, the Act further provides the form of guarantee to be executed on such bonds by the County Commissioners of St. Mary's County, Maryland; and

WHEREAS, this Board concurs in the judgment of the St. Mary's County Metropolitan Commission as set forth in its resolution described above and deems it desirable to provide formally for the authority to St. Mary's County Metropolitan Commission to issue and sell bonds in the aforesaid amount of $650,000, all as authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND:

Section 1: That it concurs in the judgment of the St. Mary's County Metropolitan Commission as set forth by the terms of its resolution duly adopted on July 3, 1973, and entitled:

> "RESOLUTION OF THE ST. MARY'S COUNTY METROPOLITAN COMMISSION providing for the issuance and sale upon the full faith and credit of St. Mary's County, Maryland, of Six Hundred Fifty Thousand Dollars ($650,000) aggregate par amount of serial maturity, registered bonds under the provisions of Chapter 816 of the Laws of Maryland of 1957, as amended, now codified as Sections 157 to 180, inclusive, of the Code of Public Local Laws of St. Mary's County (1965 Edition, as amended, being Article 19 of the Code of Public Local Laws of Maryland),

said bonds to be designated 'St. Mary's County Metropolitan Commission Bonds (Second Issue),' said bonds to be issued and sold for the purpose of financing the acquisition of a water system in St. Mary's County, particularly the property, assets and chattels of Patuxent Water Company, Inc. pursuant to Articles of Sale approved by the County Commissioners of St. Mary's County on May 28, 1970; prescribing the form, tenor and all other matters relating to the issuance of said bonds; providing for the sale and delivery of said bonds at private sale; determining all other details in connection with said private sale; providing for the disbursement of the cash proceeds of said bonds; providing for the levy and collection of assessments and charges to provide for the payment of the interest on said bonds and to redeem and pay off said bonds as they mature; and providing for any necessary action by the Commission in connection with the levy and collection of taxes by the County Commissioners of St. Mary's County in accordance with the guarantee of St. Mary's County to be endorsed on the bonds."

This Board accordingly approves the issuance and sale of the registered bonds in an amount not to exceed $650,000 by the St. Mary's County Metropolitan Commission upon the terms and conditions set forth in such Commission's resolution referred to in this section of this resolution, all of said terms and conditions being hereby adopted and approved by this Board.

Section 2: That the full faith and credit of St. Mary's County, Maryland, are hereby irrevocably pledged to the levy and collection of ad valorem taxes upon all the assessable property within the corporate limits of St. Mary's County in rate and amount sufficient to provide for the payment of the principal of and interest on the above-described bonds as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements on the $650,000 St. Mary's County Metropolitan Commission Bonds (Second Issue) authorized to be issued by the resolution of the St. Mary's County Metropolitan Commission described in Section 1 hereof. In the event that the ad valorem taxes prescribed by Section 162 of the Code of Public Local Laws of St. Mary's County

Liber 1 Folio 110

(1965 Edition, as amended, being Article 19 of the Code of Public Local Laws of Maryland) are insufficient to pay the principal and interest, when due, on St. Mary's County Metropolitan Commission Bonds (Second Issue), the County Commissioners of St. Mary's County hereby covenant and agree with each of the holders, from time to time, of St. Mary's County Metropolitan Commission Bonds (Second Issue), in each and every fiscal year in which any St. Mary's County Metropolitan Commission Bonds (Second Issue) are outstanding, to levy and collect ad valorem taxes upon all the assessable property within the corporate limits of St. Mary's County in rate and amount sufficient to provide for the payment of such principal and interest, when due, together with accrued interest to the date of payment.

Section 3: That the form of endorsement that evidences the guarantee as to the payment of principal and interest on the above-described bonds by St. Mary's County, Maryland, shall be as follows:

Liber 1 Folio 111

(Form of Endorsement)

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND

County Commissioners of St. Mary's County, a body politic and corporate organized and existing under the laws of the State of Maryland, hereby endorses, ratifies, confirms and adopts the within bond and the respective obligations extended thereby. The payment of interest when due and the principal at maturity is guaranteed by County Commissioners of St. Mary's County, Maryland. The full faith and credit and unlimited taxing power of St. Mary's County, Maryland, are hereby irrevocably pledged to such payment. This endorsement is made pursuant to the authority of and in compliance with Chapter 816 of the Laws of Maryland of 1957, as amended, now codified as Sections 157-180, inclusive, of the Code of Public Local Laws of St. Mary's County (1965 Edition, as amended, being Article 19 of the Code of Public Local Laws of Maryland), and the within bond, so endorsed, shall constitute an unconditional obligation of St. Mary's County.

IN WITNESS WHEREOF, County Commissioners of St. Mary's County, Maryland, has caused these presents to be executed in its name by the manual or facsimile signature of its President and manually countersigned by the Clerk to the County Commissioners of St. Mary's County, and it has also caused its corporate seal (or a facsimile thereof) to be affixed hereto, all as of the first day of October, 1970.

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY

By _____
President

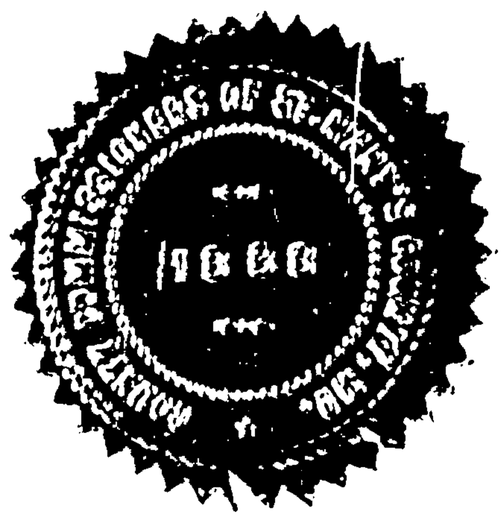
_____
Clerk

Book 1 Page 112.

Such endorsement shall be signed and executed on each of said bonds by the manual or facsimile signature of the President of this Board and countersigned by the manual signature of the Clerk to the County Commissioners of St. Mary's County.

Section 4: That this resolution shall take effect on the date of its passage.

PASSED AND APPROVED: ~~July~~ August 1, 1973



J. Wilmer Bowles

J. S. Dunstan

George P. Aud

Received this 10th
day of August, 73
at 2:10 o'clock P.M. for
RECORD AND RECORDED
BY THY BAILEY KUCHER, CLERK

Redy NC

RECEIPT 19911

BOOK 0 1 PAGE 113

PUBLIC WORKS AGREEMENT

This Public Works Agreement by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission", and Imbres-Burnette Corporation, a body corporate of the State of Maryland, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all public water and sewerage projects in St. Mary's County, Maryland, and

WHEREAS, the Developer is developing certain real property within the Pine Hill Run Sanitary District known and described as the Southgate Park, and

WHEREAS, the Developer seeks the approval of said Commission for the construction of said facilities.

NOW, THEREFORE, IN CONSIDERATION of said premises, it is agreed by the parties as follows:

FIRST: That preliminary plans for water and sewerage facilities, as applicable, have been reviewed and accepted by the Commission, but that no work in the construction of such facilities shall be done prior to the time the Developer enters into a Public Works agreement with the Commission regarding the transfer of these facilities to the Commission and secures from the Commission a building permit for such work; said Public Works agreement and permit shall contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer agrees to build and construct said water and sewerage facilities as applicable in accordance with the plans submitted to and specifications approved by the Commission.

THIRD: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for the purposes of the inspection of said facilities.

FOURTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

BOOK 0 1 PAGE 113

FIFTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission, including but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

SIXTH: The Developer hereby recognizes that the Commission, by extending water service by the Pine Hill Water Extension(Contract 8-W)to meet the needs of the Developer, will incur an estimated cost of $36,238.40 of which 66-2-3% or $ 24,160.13 is the pro-rata cost attributable to the total estimated cost in order to provide water service to the Southgate Park property.

SEVENTH: That the Developer will pay to the Commission 68% of the 66-2/3 percent of the pro-rata share or $16,428.88 for the extension of the present St. Mary's County Metropolitan Commission water lines from Cedar Cove to Southgate Park It is further recognized that in order to provide water service for the Southgate Park property it will require the extension of the Pine Hill water lines 1706+ feet, which represents 68% of the project work.

EIGHTH: That the Developer will pay to the Commission the monies provided for in the SEVENTH Paragraph above as follows:

A. Sixteen thousand, four hundred twenty-eight & 88/100 Dollars ($16,428.88) upon execution of this agreement which represent monies amounting to 68% of 66-2/3% of the Developers pro-rata share as set forth above.

B. The ratio as stipulated in Paragraph EIGHTH A above shall be applied to any additional costs resulting from change orders or other unprovided-for charges and shall be paid promptly by the Developer upon notice from the Commission and no water or sewer service shall be provided to the Developer's project until such monies are received.

NINTH: That the Developer will guarantee payment of annual front foot benefit charges for water to the Commission for 5,390 feet for a period of five (5) years from the date of completion of the water main to the property line. (Ready To Serve)

BOOK 0 1 PAGE 114

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association/

ELEVENTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 27th day of July , 19 73.

ATTEST:

T. S. Clark
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Louis C. Mitchell (Seal)
Chairman

ATTEST:

Howard S. Bohanan

By John S. Embrey (Seal)
President

By H E Burnett (Seal)
Sec- Treasury

By W. C. Sievert (Seal)
Vice President

Received this 2nd
day of Oct. 19 73
at 10:40 o'clock A M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Rcdg. N/C

BOOK 0 1 PAGE 115

BOOK 0 1 PAGE 116

$16,428.88

July 27, 1973
Date

FOR VALUE RECEIVED, Imbres-Burnette Corporation, a body corporate of the State of Maryland, promises to pay to the order of St. Mary's County Metropolitan Commission, the sum of Sixteen Thousand Four Hundred Twenty-eight and 88/100 Dollars, on the 15th day of September, 1973, without interest.

IMBRES-BURNETTE CORPORATION

By John S. Imbres
John S. Imbres, President

The above note received and compliance with provisions of paragraph Eighth A of Public Works Agreement between St. Mary's County Metropolitan Commission and Imbres - Burnette Corporation dated the 8th day of August, 1973.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Thurston B. Clark
Secretary

Louis C. Merchant
Chairman

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RECEIPT 19911

BOOK 0 1 PAGE 117

PUBLIC WORKS AGREEMENT

This Public Works Agreement by and between the St. Mary's County Metropolitan Commission, hereinafter the "Commission", and Ray Runco

hereinafter the "Developer".

WHEREAS, the Commission is responsible for all public water and sewerage projects in St. Mary's County, Maryland, and

WHEREAS, the Developer is developing certain real property within the Pine Hill Run Sanitary District known and described as the Forest Park Subdivision , and

WHEREAS, the Developer seeks the approval of said Commission for the construction of said facilities.

NOW, THEREFORE, IN CONSIDERATION of said premises, it is agreed by the parties as follows:

FIRST: That preliminary plans for water and sewerage facilities, as applicable, have been reviewed and accepted by the Commission, but that no work in the construction of such facilities shall be done prior to the time the Developer enters into a Public Works agreement with the Commission regarding the transfer of these facilities to the Commission and secures from the Commission a building permit for such work; said Public Works agreement and permit shall contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer agrees to build and construct said water and sewerage facilities as applicable in accordance with the plans submitted to and specifications approved by the Commission.

THIRD: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for the purposes of the inspection of said facilities.

FOURTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

BOOK 0 1 PAGE 117

FIFTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission, including but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

SIXTH: The Developer hereby recognizes that the Commission, by extending water service by the Pine Hill Water Extension (Contract 8-W)to meet the needs of the Developer, will incur an estimated cost of $36,238.40 of which 66-2/3% or $ 24,160.13 is the pro-rata cost attributable to the total estimated cost in order to provide water service to the Forest Park property.

SEVENTH: That the Developer will pay to the Commission 32% of the 66-2/3 percent of the pro-rata share or $7,731.24 for the extension of the present St. Mary's County Metropolitan Commission water lines from Cedar Cove to Forest Park . It is further recognized that in order to provide water service for the Forest Park property it will require the extension of the Pine Hill water lines 798 ± feet, which represents 32% of the project work.

EIGHTH: That the Developer will pay to the Commission the monies provided for in the SEVENTH Paragraph above as follows:

A. Seven thousand, seven hundred, thirty-one and 24/100 Dollars ($7,731.24) upon execution of this agreement which represent monies amounting to 32% of 66-2/3% of the Developers pro-rata share as set forth above.

B. The ratio as stipulated in Paragraph EIGHTH A above shall be applied to any additional costs resulting from change orders or other unprovided-for charges and shall be paid promptly by the Developer upon notice from the Commission and no water or sewer service shall be provided to the Developer's project until such monies are received.

NINTH: That the Developer will guarantee payment of annual front foot benefit charges for water to the Commission for 1,100 feet for a period of five (5) years from the date of completion of the water main to the property line. (Ready To Serve)

BOOK 0 1 PAGE 118

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association/

ELEVENTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 6th day of August, 19 73.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By _____ (Seal)
Chairman

ATTEST:

_____

By _____ (Seal)

By _____ (Seal)

By _____ (Seal)

Received this 2nd
day of Oct. 19 73
at 10:42 o'clock A M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Rcdg. N/C

BOOK 0 1 PAGE 119

RECEIPT 19911

BOOK 0 1 PAGE 120

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Ray Runco hereinafter the "Developer"

WHEREAS, the Commission is responsible for all water and sewerage projects in the Pine Hill Run Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as

Forest Park Subdivision

, and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water and sewer facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, In consideration of said premises, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with

the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

2473 feet ± of 8" sewer laterals

8 manholes

2243 feet ± of 8" water mains

1288 feet ± of 6" water mains

plus assorted valves, fittings and appurtenances lying within the rights-of-way of Janet Lane, Amy Road, Mary Lynn Drive and Maryland S/R 712 as indicated on Lorenzi, Dodds and Gunnill drawings, Contract #73252 entitled "Forest Park" and dated 6-25-73, with revisions dated 7-25-73 and 7-31-73, and approved by the Commission on 7-31-73.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FOURTH above. That when

such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water and/or sewerage system, as applicable, the connection charge therefor may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

EIGHTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

NINTH: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum equal to the engineering estimate plus 10% for

contingencies, or the amount of the contract prices whichever is higher; conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond (s) to be and remain in force until such time as the aforesaid facilities have been constructed and inspected by this Commission and are ready for public use.

TENTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 6th day of August , 1973.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Thurston B. Clark
Secretary

By Louis C Merchant
Chairman

ATTEST:

Ford Thomas

By Ray Runco

By _____

By _____

BOOK 0 1 PAGE 123

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 6 day of August, 1973 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Louis C Marchant Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Amanda A Breig
Notary Public
Commission Expire 7-1-74

STATE OF MARYLAND
COUNTY OF ST.MARY , to wit:

I HEREBY CERTIFY that on this 6thday of August, 19 73 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared

Ray Runco , and that he/~~xhey~~ acknowledged the aforegoing Public Works Agreement to be his/~~xheir~~ act.

WITNESS my hand and Notarial Seal.

Amanda A Breig
Notary Public
Commission Expire 7-1-74

Received this 2nd
day of Oct 19 73
at 12:44 o'clock P M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Rcdg N/C

RECORD 20584 BOOK 0'1 PAGE 125

ST. MARY'S COUNTY METROPOLITAN COMMISSION

RESOLUTION

WHEREAS, the St. Mary's County Metropolitan Commission, established under the Code of Public Local Laws of St. Mary's County, subtitle, Sanitary Districts, Section 158 is empowered to do any and all corporate acts for the purpose of carrying out the provisions of this subtitle;

WHEREAS, the St. Mary's County Metropolitan Commission has recently acquired expanded authority in that the Commission now is responsible for water and sanitary development throughout St. Mary's County pursuant to Section 159A of the Public Local Laws of St. Mary's County;

WHEREAS, the St. Mary's County Metropolitan Commission hereinafter referred to as "Commission" entered into an agreement with Piney Point Water Company, Inc., hereinafter referred to as "Piney Point" entitled "Option to Purchase"on the 15th day of December, 1971. Said "Option to Purchase" included an agreement that Piney Point would, upon the exercise of the "Option to Purchase" by the Commission, transfer all of the assets of the Piney Point Water Company, Inc. to said Commission;

WHEREAS, the "Option to Purchase" agreement was entered into on the 15th day of December, 1971 with a period of two years for the exercise of said Option;

WHEREAS, it has been determined that Piney Point Water Company, Inc. owns and has a franchise right for water service in the Piney Point area approved by the Maryland State Health Department and granted by the Public Service Commission of the State of Maryland and;

WHEREAS, it has been determined by the Commission that it would be in the best interest of the Commission and St. Mary's County for the Commission to exercise the "Option to Purchase" and purchase said Piney Point Water Company, Inc.

WHEREAS, the "Option to Purchase" set forth that the purchase of Piney Point could be paid by either cash or bonds which pledge the full

faith and credit of St. Mary's County and said financing was approved by and the Option signed and approved by George R. Aud, President of the St. Mary's County Commissioners, a copy of which is attached hereto and made a part hereof.

WHEREAS, under the Public Local Laws of St. Mary's County, Sanitary Districts, Section 161, the St. Mary's County Commissioners are authorized and directed to advance money up to the sum of $100,000 for the purpose of design, construction, establishment, purchase or condemnation of water supply, sewerage and drainage systems in any of the sanitary districts, and said advance of monies to be repaid to the St. Mary's County Commissioners out of the first bond issue in any said Sanitary District and;

WHEREAS, the St. Mary's County Metropolitan Commission does not have necessary or adequate funds in its general account for the capital expenditure for purchase of a water system such as said Piney Point;

NOW THEREFORE, BE IT RESOLVED that it is in the best interest of the St. Mary's County Metropolitan Commission and St. Mary's County for the Commission to exercise its "Option to Purchase" Piney Point Water Company Inc. and

BE IT FURTHER RESOLVED, that in view of the financial structure of St. Mary's County Metropolitan Commission and under the Public Local Laws of St. Mary's County, the St. Mary's County Metropolitan Commission hereby resolves that it shall request the sum of TWENTY THOUSAND DOLLARS, ($20,000.00) to be advanced by the St. Mary's County Commissioners pursuant to Section 161 of the Public Local Laws of St. Mary's County for the purpose of exercising its "Option to Purchase" Piney Point Water Company, Inc. and;

BE IT FURTHER RESOLVED, that in the event the St. Mary's County Commissioners do not provide the necessary funds in the form of cash for purchase of Piney Point the Commission shall in that event exercise its "Option to Purchase" and fund said purchase of Piney Point by payment in funds as set forth in the "Option to Purchase".

BE IT FURTHER RESOLVED, that the said St. Mary's County Metropolitan

Commission shall therefore exercise its "Option to Purchase" Piney Point Water Company, Inc. and shall take all necessary steps to expedite, complete and conclude settlement and transfer of Piney Point Water Company, Inc. to St. Mary's County Metropolitan Commission, and,

BE IT FURTHER RESOLVED, that the above resolution of St. Mary's County Metropolitan Commission which is hereby approved shall be presented to the St. Mary's County Commissioners and shall also be filed among the land records of the Clerk of the Court in the St. Mary's County Metropolitan Commission Liber.

ATTEST:

Thurston B. Clark
Thurston B. Clark, Director

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Lewis C. Merchant
Lewis C. Merchant, Chairman

Francis E. Taylor
Francis E. Taylor

J. J. Finnacom
J. J. Finnacom

Paul R. Ludwig

John K Parlett
John K. Parlett

George McWilliams, III

Chauncey W. Karstens
Chauncey W. Karstens

Received this 3rd
day of Dec 19 23
at 9:53 o'clock A M., for
RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

Rcdg N/C

LIBER 1 FOLIO 128

19 44

21138

Dec. 1973

Redg n/c

INDENTURE

THIS INDENTURE, made this 4th day of DECEMBER, 1973 by Raymond S. Runco and Patricia A. Runco, his wife.

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Raymond S. Runco and Patricia A. Runco his wife, do grant and convey unto the St. Mary's County Metropolitan Commission, a body corporate of the State of Maryland, its successors and assigns, in fee simple, all of the water mains, sewer mains, hydrants, gate valves and the equipment, fittings, and appurtenances thereto belonging or in anywise appertaining, located in the streets, alleys and ways of the Subdivision situate lying and being in the Eighth Election District of St. Mary's County, Maryland and called and designated as Forest Park as per plat thereof dated February 6, 1967, and recorded among the land records of St. Mary's County at Plat Liber CBG 3, Folio 31, and as per utilities plan, Forest Park, dated June 25, 1973 with revisions July 25, 1973, and July 31, 1973, and approved by the Commission on July 31, 1973, and prepared by Lorenzi, Dodds, and Gunnill, Inc. designated drawing 2 of 8 and recorded in the St. Mary's County Metropolitan Commission Plat Liber DBK 11 Folio 19 .

TOGETHER, with a Ten (10) foot right-of-way or easement over, through and across the said streets, alleys and ways for the purpose of servicing, repairing and maintaining the water mains, sewer mains, and appurtenances hereby granted and conveyed.

WITNESS the hands and seals of Raymond S. Runco and Patricia R. Runco,

the day and year first above written:

WITNESS:

Pamela J Mueckna — Raymond S Runco
RAYMOND S. RUNCO

Pamela J Mueckna — Patricia A. Runco
PATRICIA A. RUNCO

STATE OF MARYLAND

COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 4th day of December, 1973 before me, the subscriber, a Notary Public in the county and state aforesaid, personally appeared RAYMOND S. RUNCO AND PATRICIA A. RUNCO, and that they acknowledged the aforegoing Indenture to be their act.

WITNESS MY hand and Notarial Seal.

Irene S. Graves
Notary Public
My Commission Expires 7/1/74

Rec. 32. mayo Metropolitan Comm. 1-11-74 M.B. Rueckert - clerk

Liber 1. Folio 130

RECEIPT 21721

MEMORANDUM OF AGREEMENT

WHEREAS, Maryland Capital Corporation has indicated to the St. Mary's County Metropolitan Commission that it desires to pursue development within the area known as the Green Holly Pond Area and has further indicated that it seeks permission to build the Green Holly Pond Pumping Station and force main to the specifications set forth by the Commisison.

WHEREAS, the St. Mary's County Metropolitan Commission has planned that the Green Holly Pond Area shall at some time in the future be served by a waste water pumping system, and whereas it is not economically feasible for the Commission to develop this system at the present time.

It is therefore agreed this 30 day of August, 1973 that Maryland Capital Corporation will advance the sum of Thirty-six hundred and fifty Dollars ($3,650) to the St. Mary's County Metropolitan Commission for an engineering study of the area known as Green Holly Pond Area to determine the feasibility of the development of a waste water pumping system for this area.

It is further agreed that at such time as Maryland Capital Corporation advances the sum of $3,650 to St. Mary's County Metropolitan Commission that these funds will be deposited in an interest bearing escrow account in the name of St. Mary's County Metropolitan Commission with Maryland Capital Savings and Loan Association of Lexington Park, Maryland. These funds will then be available for the Commission to draw upon the principal amount deposited for payment of the Engineering Study of the Green Holly Pond Area and the interest which accrues on the principal deposited will be for the benefit of and to be paid to Maryland Capital Corporation.

It is further agreed that at such time as the Commission has determined that it is economically feasible for the Commission to fund development of this system and has in fact issued bonds to finance this development, Maryland Capital Corporation will be reimbursed on a pro rata basis for the

Liber J. G. No 121

portion of the engineering study which does not apply to development by Maryland Capital Corporation.

Maryland Capital Corporation

BY: _____ (SEAL) _____
John P. Rue, President Date

BY: _____ (SEAL) _____
Lewis C. Merchant, Chairman Date
St. Mary's County
Metropolitan Commission

Received this 1st
day of Feb 1974
at 12:20 o'clock P. M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK Rcdg - N/C

Del- St.Mary's Metropolitan Commission-- 2-27-74.. Dorothy B. Kuchor-Clk

RECEIPT 22370

Received this 19th day of March 19 74 at 3:56 o'clock P M., for RECORD AND RECORDED

DOROTHY BAILEY KUCHER, CLERK

PUBLIC WORKS AGREEMENT

Ridge MD

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and J & T HOMES, INC., a Maryland corporation, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the Pine Hill Sanitary District, and

WHEREAS, the Developer has options to purchase in groups of 5 lots over a period of two years a part or all of certain real property within the said Sanitary District known and described as PATUXENT HEIGHTS, and

WHEREAS, the Developer intends to build upon said real property when, but only if, Developer exercises the aforementioned options, and

WHEREAS, St. Mary's Realty Co., Inc., a Maryland corporation, the present owner of said property has reached an agreement with the Commission regarding the payment of charges and assessments due the Commission prior to the transfer of title to individual lots in said property to the Developer, and

WHEREAS, the Developer is seeking the approval of the Commission necessary to obtain building permits for the first group of lots Developer intends to purchase under the aforementioned options and to agree upon a plan for improvement of and construction with the sewer and water facilities provided by the Commission, and

WHEREAS, Subdivision plans showing the property involved in said options have been prepared and submitted by the Developer to the Commission and plans for improvement of sewer and water facilities (attached hereto as Exhibit A) within said property have been prepared by the Commission.

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed by the parties as follows:

FIRST: That the Developer shall provide the Commission with plans

and documents showing the proposed development and explaining the build out timetable envisioned by the Developer, if the Developer elects to exercise its options to purchase lots in said property. The Developer agrees to work with the Commission staff to determine the location of lots to be purchased upon the exercise of Developer's options, if said options are exercised, and coordinate its plans with the Commission to facilitate the repair, replacement or refurbishment of existing sewer and water facilities within and serving Patuxent Heights. Developer shall provide adequate notice of changes in the plan or the exercise of an option in order that necessary engineering, planning and administrative functions can be performed on a timely basis to coordinate this project.

SECOND: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for their inspection and any necessary testing of said facilities in order to assure that construction, installation and operation of said facilities are in accordance with the requirements of approved plans, specifications and the construction permit.

THIRD: The Developer agrees to convey all appropriate easements and rights-of-way to the Commission as may be required by the Commission for the replacement, reconstruction or refurbishment of the water and sewer facilities in accordance with the plan shown in Exhibit A hereof.

FOURTH: The Developer agrees to backfill and restore the yards within the Development which may be disturbed during repair, replacement or refurbishment of water and sewer lines on or about the existing Commission easement and rights-of-way. In consideration of Developers promise to backfill and restore the yards within the Development, the Commission agrees to pay to the Developer a fee of $36.00 per lot in the Development, as each lot is connected for water and sewerage service.

FIFTH: That no lot within a group of 5 lots which the Developer has elected to purchase under the aforementioned options shall be occupied

or used for residential purposes, whether or not owned by the Developer or sold to others, unless and until such time as said new or improved and refurbished sewer facilities to serve the said group of lots have been completed and approved in accordance with the aforementioned plans and specifications and both sewer and water facilities have been inspected, approved by the Commission, and the Developer so notified in writing by the Commission. The Developer and the Commission shall work together so that the repair, replacement or refurbishment of water and sewer lines in said property shall follow the build out pattern within the property as agreed upon by both parties. To assist the Commission in its repairs, replacement or refurbishment of water and sewer lines on said property, the Developer agrees, to build with a thirty foot setback. The Developer agrees to make the utility connections for each lot at that point on each lot where the utility lines furnished by the Commission meets the lot lines furnished by the Developer, as shown on Exhibit A hereto.

SIXTH: That the Developer shall pay to the Commission a reasonable review fee of the aforesaid plan when a plat of said property is presented to the Commission and a reasonable inspection fee as the Commission inspects particular connections. In addition, the Developer agrees to pay all applicable fees and charges of the said Commission from the time Developer aguires title to a given lot until said lot is sold by Developer, including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

Specifically:

The Developer agrees and guarantees payment of front foot benefit charges for both water and sewer while the Developer holds title to a given lot at a rate of $3.67 per ft. sewer and $3.40 per ft. water based upon a minimum 14 ft lot width of 50 front feet. Further, it is agreed that front foot benefit charges shall not abate or discontinue during any repair, replacement, reconstruction or refurbishment of the water and sewer facilities in said development even in the event said services may discontinue or be

interrupted for a period of time during said repair, replacement, reconstruction and refurbishment, provided said work is completed in a workmanlike manner and within a reasonable time.

SEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

EIGHTH: That on or before such time as building permits are issued or the aforementioned plans for development of said property is approved by the Commission, and prior to any replacement, reconstruction or refurbishment of the water and sewer facilities by the Commission, the Developer shall provide the Commission such assurances as are necessary that the building plan is approved by such Governmental Agencies or officers as required, that all development is and will be approved and that the Health, P & Z, and other requirements have been fulfilled.

NINTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 13th day of March, 1974.

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Amanda A Greig By Louis C Murchison
Chairman

ATTEST: J & T HOMES INC.

James Waring By Hugh Allston
James Waring Secretary Hugh Allston, Jr. President

Received this 19th
day of March 1974
at 3:58 o'clock P M., for
RECORD AND RECORDED
DOROTHY BAILEY KUCHER, CLERK
Recdg 10c

RECEIPT 22370

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S METROPOLITAN COMMISSION, hereinafter the "Commission", and ST. MARY'S REALTY CO., INC., a Maryland corporation, hereinafter the "Owner".

WHEREAS the Commission is responsible for all water and sewerage projects in the Pine Hill Sanitary District, and

WHEREAS, the Owner is the owner of certain real property within the said Sanitary District known and described as PATUXENT HEIGHTS, and

WHEREAS, the Commission intends to replace, reconstruct or refurbish the existing water and sewer lines within said property in accordance with a plan prepared by the Commission (a copy of which is attached hereto as Exhibit A).

NOW, THEREFORE, in consideration of the payment of One Dollar ($1.00) from the Commission to the Owner, receipt of which is hereby acknowledged, it is agreed by the parties as follows:

FIRST: The Owner agrees to convey all appropriate easements and rights-of-way to the Commission as may be required by the Commission for the replacement, reconstruction or refurbishment of the water and sewer facilities in accordance with the plan shown in Exhibit A hereto.

SECOND: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

THIRD: That this Agreement shall be binding on the heirs, success-

BOOK 001 PAGE 136

ors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 13th day of March, 1974.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Amanda A. Berg
Secretary

By Louis C. Merchant
Chairman

ATTEST:

_____

By _____

By _____

By _____

ATTEST

Walter R. Raleigh

ST. MARY'S REALTY CO., INC.

By Joseph D. Weiner
Joseph D. Weiner, President

BOOK 001 PAGE 137

BOOK 001 PAGE 138

TIME 1:43 P.M.
DOROTHY BAILEY KUCHER, CLERK

APR.-4-74 * 2 231 *******.00
APR-4-74 A 2 231 *******.00

D E E D

THIS DEED OF EASEMENT AND AGREEMENT made this 2nd day of April, in the year Nineteen Hundred Seventy-four, between George C. Hopkins, Jr., sole heir of Eva M. Hopkins, party of the first part; and St. Mary's County Metropolitan Commission a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10.00) the receipt whereof is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other public utilities and services in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, water pipes and other public utilities and services to be laid in the right-of-way which is described as follows:

BEGINNING for the same at a point in the N. 50° 30' W. 745.2 foot line described in the second parcel of a deed conveyed by John Robert Ozment and Wife to Eva M. Hopkins dated January 27, 1951 and recorded among the Land Records of St. Mary's County in Liber 28, Page 492, said point being, as now surveyed N. 58° 27' 32" W. 392.36 feet from the beginning of said line; said point also being in the northeast right-of-way line of the abandoned U. S. Navy Railroad; and running thence, leaving the said right-of-way and running across the lands of the herein grantors

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N. 32° 13' 30" East 249.36 feet; thence running N. 78° 05' 04" East 208.39 feet to intersect the first or S. 08° West 988.7 foot line in the above-mentioned deed and thence with part of the said first line, reversely, N. 01° 41' 00" East 52.67 feet, passing over a concrete monument found at a point 0.77 feet from the beginning thereof, thence leaving the outline and running across the land of the herein grantor the following five courses and distances Viz; N. 11° 57' 47" West 250.07 feet; S. 78° 02' 13" West 20.00 feet; S. 11° 57' 47" East 281.25 feet; S. 78° 05' 04" West 209.26 feet; S. 32° 13' 30" West 258.06 feet to the northeast right-of-way line of the above-mentioned railroad thence with the northeast side of said right-of-way S. 58° 27' 32" East 20.00 feet to the place of beginning. Bearings are referred to the Maryland State Grid System. Containing 0.341 acres of land more or less as set forth on Plat prepared by Beavin Company on 9/13/73, revised 1/22/74 and recorded in the St. Mary's County Metropolitan Commission Plat Liber _____ Folio _____.

AND the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of

BOOK 001 PAGE 139

any kind shall be erected in, on or over the said right-of-way by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 2nd day of April, in the year 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George C. Hopkins, Jr., grantor to the within Deed of Easement and Agreement, and acknowledged the same to be his act.

AS WITNESS my Hand and Notary Seal.

Shirley M. Hardmen
Notary Public

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

John E Plessa
ATTORNEY AT LAW

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BOOK 001 PAGE 141

TIME 9:48 A. M.
DOROTHY BAILEY RUCKER, CLERK
JUN 28-74 * 24378 *******.00
JUN 28-74 A 24378 *******.00

AGREEMENT

THIS PUBLIC WORKS AGREEMENT, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter referred to as the "Commission", and R.R.R. & G., INC., a Maryland corporation, hereinafter referred to as the "Developer"

WHEREAS, the Commission is responsible for all water and sewerage projects in the Luckland Run Sanitary District, and

WHEREAS, the Developer has been, and is, developing certain real property within the said sanitary district known and described as Wicomico Shores Yacht and Country Club; and

WHEREAS, the Developer seeks the approval of said Commission for construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, preliminary plans for said water and sewer facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, in consideration of one dollar ($1.00) paid by the Commission to Developer, receipt of which is hereby acknowledged, and of the mutual premises set forth herein, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with the approved plans and specifications, accepted and approved by the Commission, and shall comply with the provisions of the permit referred to above.

BOOK 001 PAGE 141

THIRD: That the Developer will make available said premises to be improved to the representatives of the Commission at all reasonable times for their inspection and any necessary testing of said facilities in order to insure that construction, installation and operation of said facilities are in accordance with the requirements of approved plans, specifications and the construction permit aforementioned.

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to those set forth on Lorenzi, Dodds, and Gunnill Water and Sewer Plans for Wicomico Shores Yacht and Country Club as approved by the Commission and made a part hereto as Exhibit A and the following:

a. Water and sewer mains and laterals and appurtenances hereto with 20-foot rights-of-way and easements,

b. Water and waste water pumping stations including the land upon which they are situate with appropriate rights-of-way and easements for the purpose of access,

c. Two water wellsand water well site to be located in Section 3 on one (1) acre near Executive Blvd. and Federal Drive together with a twenty (20) foot right-of-way for access.

d. A two hundred thousand (200,000) gallon elevated storage tank or other approved facility with an overflow at elevation two hundred fifty-five feet (255') mean sea level (MSL),

e. Storage tank site/location of approximately one-quarter (.25) acre northwest of main entrance road and southwest of State Route 234 together with a twenty (20) foot right-of-way for access,

f. Wastewater Treatment Plant and site, fourteen (14) additional acres situate and adjacent to said plant site for future expansion of sewage treatment facilities as set forth in Exhibit A, and the existing polishing pond of four (4) acres as shown on Exhibit A,

g. Twenty (20) foot wide easements into said development for future use of the Commission in Luckland Run Sanitary District as follows: three (3) to be located on the South boundary of said development and three (3) to be located on the North boundary of said development.

h. A twenty-one and eighteen (21 & 18) inch diameter sewerage interceptor line of approximately four thousand and four hundred feet (4400') in length, as set forth on Exhibit A.

FIFTH: That no lot or tract, other than those approved prior to date hereof, within the project to be served by said water and sewerage facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed to such lot, in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SIXTH: That the Developer pay to the Commission such a reasonable fee or fees for review of aforesaid plans and for inspections as may from time to time be determined by the Commission in addition to all applicable fees and charges of said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable except as modified by subsequent paragraphs.

SEVENTH: That upon completion and acceptance by the Commission, the Developer hereby agrees to execute and record an Agreement to Convey all of the said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all the documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Said facilities are to include, but are not limited to those facilities as set forth in paragraph Fourth above and shall be conveyed to the Commission in consideration for the sum of One Dollar ($1.00). It is further agreed that conveyancing documentation or deeds of

transfer and/or deed of easements and rights-of-way shall be executed seven (7) years from the date of entering into this agreement or at such time as the Commission issues bonds for the development of sewerage and water facilities in the Luckland Run Sanitary District but not sooner than seven (7) years from the date of this agreement; except however, it is specifically understood and agreed by the parties hereto that prior to the expiration of the aforementioned seven (7) year period and at such time as the Commission deems it necessary to exercise its authority and responsibility in the Luckland Run Sanitary District, said parcels, rights-of-way, and facilities as are necessary and needed by the Commission to serve other development in said Sanitary District, shall be conveyed immediately and outright by the Developer to the Commission.

EIGHTH: That the Developer shall be permitted to, and has the right to collect and retain all water and sewer service and inspection fees charged to lot owners within said subdivision known as Aviation Yacht and Country Club and Wicomico Shores Yacht and Country Club until such time as the Commission has formally taken over consistent with the terms of paragraph SEVENTH herein and above. Developer agrees to cooperate with the Commission in the establishment of said rates.

NINTH: That the Developer hereby agrees that during the period between the date on which this agreement is entered into and at such time as the Commission takes over said facilities and operation thereof, the Developer, its successors and assigns, hereby agree that they shall maintain said facilities in accordance with the standards, regulations, and specifications of the Commission and that the Developer will make available the property being improved to representatives of the Commission at all reasonable times for the purpose of inspection of said facilities.

TENTH: That the parties hereto agree that the Developer shall construct and install a twenty-one and eighteen (21 & 18)

inch diameter sewerage interceptor as set forth on Lorenzi, Dodds and Gunnill Water and Sewer Plans for Wicomico Shores Yacht and Country Club as set forth in Item h in paragraph Fourth above, and it is hereby further recognized by the parties that the needs of the Developer would adequately be met by the installation of a less extensive system, and that the increase of size and capacity is for the purpose of future service to the Luckland Run Sanitary District.

That in consideration for the Developer planning and installing said eighteen and twenty-one (18 & 21) inch diameter interceptor and related system, for the purpose of providing service to the Luckland Run Sanitary District; the Commission shall at such time as it takes over said facility pay to the Developer a sum of One Dollar ($1.00).

ELEVENTH: In the event of a dispute between the parties as to the subject matter of this agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the Construction Industry rules of the American Arbitration Association.

TWELFTH: On or before the signing of this agreement by the parties, R.R.R. & G., Inc., or its contractor installing said facilities, shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission or irrevocable letters of credit from a Bank which is a member of F.D.I.C., and payable to the Commission, its successors and assigns in a sum equal to the engineering estimate plus 10% for contingencies, or the amount of the contract prices, whichever is higher; conditioned that R.R.R. & G., Inc., or aforementioned contractor, shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this agreement, such bond, letters of credit, to be and remain in force until such time as the aforesaid facilities have been constructed and are inspected

BOOK 001 PAGE 145

by this Commission and are ready for use.

THIRTEENTH: That this agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto this 13 day of June, 1974.

ATTEST:

Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By: Chairman

R.R.R. & G., INC.

Secretary

By: Robert R. Rodenberg

BOOK 001 PAGE 147

TIME 2:50 P. M.
DOROTHY BAILEY KUCHER, CLERK

JUL -5-74 * 24861 *******.00
JUL -5-74 A 24861 *******.00

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", party of the first part, and Riley Bros., Inc., party of the second part, and Washington Development Corporation, a body corporate, party of the third part, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the Pine Hill Run Sanitary District, and

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as Spring Valley Subdivision, and

WHEREAS, the Developer seeks the approval of said Commission for the completion of construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, revised plans for the completion of said water and newer facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, in consideration of said premises, it is agreed by the parties as follows:

FIRST: That the part of the second part agrees:

A. To grant rights-of-way for all water and sewer lines completed or to be completed within the subdivision.

B. To notify the Commission in writing that the existing water and sewer lines have been completed and are ready for inspection.

C. To correct any deficiencies that may be found by the Commission during inspection.

D. To convey all title and interest in all existing water and sewer lines and facilities to the Commission after acceptance by the Commission in accordance with the existing Public Works Agreement recorded in St. Mary's County Metropolitan Commission Liber 001, Page 77 of the Land records of St. Mary's County, Maryland.

E. To grant an easement and right-of-way to the Commission from a point at the end of the existing 12" water line and 8" wastewater line in Spring Valley Drive to the southerly right-of-way line of Pegg Road Fifty feet (50') wide for the purpose of extension of water and sewer utilities to Pegg Road for the purpose of strengthening said water and sewerage systems.

SECOND: That no additional work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

THIRD: That all water and sewerage facilities to be built and constructed pursuant to this Public Works Agreement by the Developer shall be as applicable and in accordance with the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

FOURTH: That the Developer will make available the property being improved to the representatives to the Commission at all reasonable times for the purpose of inspecting said facilities.

FIFTH: That upon completion in accordance with the aforesaid plans and specifications, and inspection, approval and acceptance by the Commission, Riley Bros., Inc. and/or the Developer agree to convey all of said facilities or any part

thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission, as indicated on approved plans, and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

Wastewater pumping station and site and 15-foot wide easement and right-of-way for an access road to said pumping station site between lots #62 and 63.

Force Main - 6" diameter - 1400' ±

Lateral Sewers - 8" diameter - 3700' ±

Water Mains - 4" diameter - 1150' ±

6" diameter - 600' ±

8" diameter - 1500' ±

including motors, pumps, valves, fittings, fire hydrants and appurtenances designed and constructed in accordance with the Commission's specifications and conforming to the Comprehensive Water and Sewerage Plan for St. Mary's County. All the above as described and indicated on Lorenzi, Dodds and Gunnill's drawings entitled "Spring Valley" with revisions and as approved by the Commission.

SIXTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FIFTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water and/or sewerage system, as applicable, the connection charge therefor may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

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SEVENTH: That no lot or tract within the project to be served by said water and sewer facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

EIGHTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

NINTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

TENTH: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum equal to the engineering estimate plus 10% for contingencies, or the amount of the contract prices, whichever is higher; conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond (s) to be and remain in force until such time as the aforesaid facilities have been constructed, and inspected by this Commission, and are ready for public use.

ELEVENTH: It must be understood that no hookup to the existing water and sewer systems will be allowed until such systems have been inspected and approved for additional use by the Commission and have been deeded to the Commission.

TWELFTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 28th day of JUNE, 1974.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Chairman

ATTEST:

RILEY BROS., INC.

By: President (SEAL)

WITNESS

Timothy J. Carey, Jr. (SEAL)

WITNESS:

B. B. Wills (SEAL)

BOOK 001 PAGE 151

Bd. St. Marys Metropolitan Commission mail 7-22-74 Dorothy Bailey Recorded-Clerk

LIBER 1 Folio 152

TIME 4:25 P. M.
DOROTHY BAILEY KUCHER, CLERK

AUG -5-74 * 26404 *******.00
AUG -5-74 A 26404 *******.00

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Mayjack, Incorporated, hereinafter the "Developer",

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County, and

WHEREAS, the Developer is developing certain real property within the Pine Hill Run Sanitary District known and described as the "Tackle Box", owned and operated by Howard Lamb, located on Route #235, Lexington Park, Maryland, and

WHEREAS, the Developer seeks the approval of said Commission for the construction of water and sewer facilities necessary to the development of the aforesaid property, and

WHEREAS, the Developer seeks to develop the said property prior to the time when the Commission will have water and sewerage services available to the said property in accordance with current projections and schedules and in order for the Commission to provide such service in accordance with the needs of the Developer it would be necessary for the Commission to extend the water line known as Contract 6-W and the sewerage line known as Contract 4-AS (a).

NOW THEREFORE, in consideration of aforementioned premises, and the mutual promises, covenants and stipulations set forth herein, it is agreed by the parties as follows:

FIRST: That no work in connection with construction of said water and sewerage facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water and sewerage facilities as applicable in accordance with the St. Mary's County Metropolitan Commission Specifications for Water and Sewer Construction and the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

Contract 6-W: approximately 670 feet of 8" water main, and

Contract 4-AS (a): approximately 550 feet of 8" lateral sewer

including valves, fittings, fire hydrants, manholes and appurtenances.

FIFTH: That the Developer pay to the Commission such a reasonable fee or fees ~~for review of the aforesaid plans and~~ for inspection as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable. It is agreed that the said fees shall be $390.50 Connection charges and $24.00 inspection fees

SIXTH: That the Developer will guarantee payment of annual front foot benefit charges for water and sewer to the Commission for subject site for a period of ten (10) years from the date of completion of the water main to the property line. (Ready to Serve)

SEVENTH: It is hereby agreed between the parties that the Commission shall provide all of the necessary materials with respect to completion of said water extension, Contract 6-W, and it is further agreed that the Developer shall provide all labor and equipment that is necessary to complete the said water extension at no cost to the Commission.

EIGHTH: It is hereby agreed between the parties that the Commission shall provide all the necessary materials with respect to completion of said sewer lines, Contract 4-AS (a), and it is further agreed that the Developer shall provide all labor and equipment that is necessary to complete the sewer lines at no cost to the Commission.

NINTH: It is hereby agreed by the parties that the Developer will commence construction and installation of said water and sewer extensions as set forth in paragraphs Seven and Eight, respectively, within 10 days after notification in writing by the Commission that said materials have been obtained and are available for installation and construction. It is further agreed by the parties hereto that the Developer, after commencing said installation of water and sewer facilities, shall complete said construction and installation of said water and sewer facilities within 30 days after commencement of construction and installation.

TENTH: It is hereby agreed between the parties hereto that the Developer shall at his own cost and expense and at all times maintain and keep in force during the period of construction of these projects all appropriate insurance including but not limited to Workmen's Compensation and Employer's Liability Insurance for

all of his employees and/or any other persons engaged in work on these projects. And in case any work is sublet, the Developer shall require that subcontractors similarly engaged in work on this project excepting employees of the St. Mary's County Metropolitan Commission. Further, that in the event said Developer does not carry appropriate insurance coverages, or in the event any injury or loss shall occur during the construction of said water and sewer facilities, the Developer hereby agrees to indemnify and hold harmless the St. Mary's County Metropolitan Commission for any and all claims and/or judgements which might arise from any said injury or loss occurring during the period of construction.

ELEVENTH: It is hereby agreed by the parties that the Developer will transfer to the Commission the appropriate rights-of-way and easements, provide all documentation and assurances of title with respect to rights-of-way for the above described water and sewer line extensions. In addition thereto, the Developer hereby agrees to provide a 20-foot right-of-way across and for the length of the land owned by the Developer which fronts and abuts on the westerly side of Maryland State Route 235 being a part of the land which was conveyed to the Developer by deeds from Theodore Tapp et ux dated December 10, 1963 received at Liber 111, folio 247, and from Agnes Marie Barksdale et vir, dated August 3, 1957, recorded at Liber 70, folio 351; excepting and excluding those parcels transferred to Southern Maryland Oil, Incorporated, by deed dated October 5, 1970, recorded at Liber 163, folio 364, and to Howard O. Lamb and Lena M. Lamb as Tenants by the entireties by a deed dated December 14, 1973 recorded at Liber 202, folio 209.

TWELFTH: It is hereby agreed that all work performed in the construction of said water and sewerage extensions shall be done in accordance with the St. Mary's County Metropolitan Commission's Standard Specifications for Water and Sewerage Construction and in

accordance with any State or County health or building regulations or codes, and in the event of any ambiguity or conflict with any such regulations or code, the more stringent requirement shall be adherred to by the Developer.

THIRTEENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

FOURTEENTH: On or before the signing of this Agreement by the parties, Mayjack, Incorporated, shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum equal to the engineering estimates plus 10% for contingencies, or the amount of the contract prices, whichever is higher; for labor for labor conditioned that Mayjack, Incorporated, shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond (s) to be and remain in force until such time as the aforesaid facilities have been constructed and inspected by this Commission and are ready for public use.

FIFTEENTH: That this Agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 26 day of June, 1974.

ATTEST:

Amanda A Bruce

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By Louis C Merchant
Chairman

ATTEST:

Robert C Mayo
Secretary of Mayjack, Inc.

By John J Daugherty
President, Mayjack, Inc.

By _____

By _____

LIBER 1. Folio 157

TIME 4:26 P. M.
DOROTHY BAILEY KLICHER, CLERK
AUG -5-74 * 26405 ********.00
AUG -5-74 A 26405 ********.00

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and HOWARD O. AND LENA M. LAMB, hereinafter the "Owner",

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County, Maryland, and,

WHEREAS, the Owner is developing certain real property within the Pine Hill Run Sanitary District known and described as the "Tackle Box" located on Route # 235, Lexington Park, Maryland and,

WHEREAS, the Owner will be provided sewerage and water services to said property by the St. Mary's County Metropolitan Commission in conjunction with the Developer of said property, Majack, Inc.

NOW THEREFORE, in consideration of the aforementioned premises, and in consideration of the payment of One ($1.00) Dollar from the Commission to the Owner, receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants and stipulations set forth herein, it is agreed by the parties as follows:

FIRST: That the Owner agrees to convey all appropriate easements and rights-of-way to the Commission as may be required by the Commission for the installation of sewer and water facilities to said property in accordance with the plan shown in Exhibit A, hereto.

SECOND: That the Owner hereby agrees to grant to the St. Mary's County Metropolitan Commission, in addition to any rights-of-way and easements set forth in paragraph FIRST above, a right-of-way TEN feet (10') in width, along the boundary of the property of the owner which fronts and abuts on Maryland State Route 235.

THIRD: The parties hereto further agree that at such time as the Commission constructs and installs water and/or sewerage service lines in the right of way set forth in Paragraph "Second", above, that any connection fees, tap fees or other fees to be levied for re-connection of Owner's existing water and/or sewerage service shall and are hereby waived by the Commission.

FOURTH: In the event of a dispute between the parties as to the subject matter of this agreement, it is agreed the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

FIFTH: That this agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 28th day of June, 1974.

ATTEST:

John E. Fortunato

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Lewis C Merchant
Lewis C. Merchant, Chairman

ATTEST:

By Howard O. Lamb
Howard O. Lamb

ATTEST:

By Lena M. Lamb
Lena M. Lamb

LIBER 1- FOLIO 159

TIME 4:20 P. M.
DOROTHY BAILEY KUCHER, CLERK

AUG -6-74 * 26580 *******.00
AUG -6-74 A 26580 *******.00

RESOLUTION

RESOLUTION of the St. Mary's County Metropolitan Commission providing for the expenditure of not exceeding $100,000 from the St. Mary's Metropolitan Commission District Fund (the "Fund") to provide funds for the design, construction, establishment, purchase or condemnation of the water supply system in the Pine Hill Run Sanitary District in order to meet an emergency water supply situation existing in the water system supplying the Pine Hill Run Sanitary District; providing that the said amount shall be used only to provide funds for capital expenditures for which bonds of the St. Mary's County Metropolitan Commission may be issued; and generally relating to the transfer of such funds and related procedures.

BE IT RESOLVED BY THE ST. MARY'S COUNTY METROPOLITAN COMMISSION THAT:

Section 1. It is hereby found and determined as follows:

1. The St. Mary's County Metropolitan Commission ("Commission") was created by, and acts pursuant to, the provisions of Sections 157 to 180, inclusive, of the Code of Public Local Laws of St. Mary's County (1965 Edition and 1973 Supplement, as amended, being Article 19 of the Code of Public Local Laws of Maryland); (the "Act")

2. Section 161 of the Act authorizes the Commission to issue bonds, from time to time upon the full faith and credit of St. Mary's County, for the purpose of providing funds for the design, construction, establishment, purchase or condemnation of water supply, sewerage, and drainage systems in any of the sanitary districts under the jurisdiction of the Commission;

3. Sections 164, 167 and 169 of the Act provide

for the imposition of connection charges, annual assessments, and service charges to provide funds to pay the interest and principal of the bonds issued by said Commission and, in the case of service charges, to provide funds for maintenance, repairing and operating the Commission's water supply, sewerage and drainage systems, and for the Commission's operation and other expenses, including proper depreciation allowances, and for interest on, and the retirement of, the Commission's bonds;

4. An urgent and immediate need exists in the Pine Hill Run Sanitary District to correct an existing inadequate water supply situation which will be aggravated during the peak usage, Summer months;

5. The existence of pending litigation in various courts involving the Commission has interfered with the marketing of the Commission's bonds in the public securities markets and, consequently, the existing water supply system needs have been aggravated and are continuing to worsen;

6. The Commission, in compliance with the Act, has collected annual benefit assessments and deposited them in the Fund in order to pay the interest and principal of bonds issued by the Commission;

7. The amounts deposited in such Fund anticipated the issuance of bonds which, owing to the pending litigation, were not issued;

8. The Commission has an excess of monies in the Fund over and above that which is necessary to provide for the payment of the principal and interest on outstanding bonds and, if bonds had been issued as originally planned (which bonds could not be issued because of the pending litigation aforesaid), the monies in the Fund would have

been used to pay the principal and interest on such bonds;

9. In order to finance these capital projects, the Commission must either (1) issue its bonds to a bank or other purchaser, apply the proceeds from such bond issue to costs of such capital projects and thereupon apply the amounts available in the Fund to the prompt repayment of the principal of such bonds; or (2) apply not exceeding $100,000 in the Fund directly to the payment of costs of such capital projects which could otherwise be financed under the Act by the issuance of the Commission's bonds;

10. In order to avoid the payment of unnecessary expenses in connection with the issuance of a bond and the prompt repayment of such bond from the amounts in the Fund, the public interest requires that the Commission withdraw the necessary amounts from the excess monies in the Fund and apply such amounts directly to the emergency projects required in the Pine Hill Run Sanitary District.

Section 2. In order to meet the emergency situation existing in the Pine Hill Run Sanitary District, the Treasurer of the Commission be and he hereby is authorized to withdraw from the Fund an amount not exceeding $100,000 to meet the cost of developing and connecting the existing Peggs Road Well to the Pine Hill Run Sanitary District water system, thus preventing drastic decreases in water pressure, insuring initial fire protection capability and providing emergency standby power during electrical power outages.

Section 3. The Fund contains $137,197.71 as of May 17, 1974 for the payment of the principal and interest of bonds to finance the construction costs of water supply projects in the Pine Hill Run Sanitary District, but which bonds were not issued and are not now outstanding because of the litigation mentioned hereinabove. Accordingly, the transfer of not

exceeding $100,000 from the Fund for direct application to the payment of the costs of the capital projects aforesaid will not in any way affect or jeopardize provision for debt service on the Commission's outstanding bonds as required by the Act.

Section 4. This resolution shall take effect immediately.

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Amanda A. Brey
Secretary

Lewis C. Merchant
Lewis C. Merchant, Chairman

Francis E. Taylor
Francis E. Taylor

J. J. Finnacom
J. J. Finnacom

Paul F. Lydwig
Paul F. Lydwig

John Knight Parlett
John Knight Parlett

Chauncey W. Karstens
Chauncey W. Karstens

June 13, 1974

George McWilliams, III
George McWilliams, III

APPROVED: COUNTY COMMISSIONERS OF ST. MARY'S COUNTY

J. Wilmer Bowles
J. Wilmer Bowles, President

June 13, 1974
6-5-74
Date

APPROVED BY
COUNTY ATTORNEY
DATE

BOOK 001 PAGE 163

TIME 2:40 P. M.
DOROTHY BAILEY KUCHER, CLERK
NOV -6-74 * 21060 *******.00
NOV -6-74 A 21060 *******.00

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Benjamin H. Burroughs, Jr. and F. Elliott Burch, Jr., a partnership, hereinafter the "Developer",

WHEREAS, the Commission is responsible for all water and sewerage projects in the Indian Creek Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said sanitary district known and described as Rolling Acres, Section III, and,

WHEREAS, the Developer seeks the approval of said Commission for the construction of water facilities necessary to the development of the aforesaid property, and,

WHEREAS, preliminary plans for said water facilities have been submitted to the Commission by the Developer.

NOW, THEREFORE, in consideration of one dollar ($1.00) paid by the Commission to Developer, receipt of which is hereby acknowledged, and of the mutual premises set forth herein, it is agreed by the parties as follows:

FIRST; That no work in connection with construction of said water facilities shall be commenced prior to the time the Commission has approved final plans and specifications for construction of said facilities or any part thereof, and further that no work shall be commenced on said construction until and unless the Developer applies for and secures from the Commission a permit authorizing such construction; said permit to contain such conditions or restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said water facilities as applicable in accordance with the approved plans and specifications, and any amendments thereto, submitted to and approved by the Commission, and shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property being improved to the representatives of the Commission at all reasonable times for the purpose of inspecting said facilities.

FOURTH: That the Developer will give to the Commission a Grant-In-Aid of Construction consisting of the following materials to be used in the completion of Commission Contract 10-1-W, Golden Beach Road Water Extension and

BOOK 001 PAGE 163

guarantee payment of debt incurred by the Commission for installing same:

1287+ lineal feet of twelve-ince (12") water main including valves, fittings and appurtenances.

Two (2) Kennedy K-11, Drytop fire hydrants, including leads, valves and fittings.

Material for six (6) 3/4" house connections including corporation stops, copper pipe, curb stops and curb stop boxes.

and any other building materials which may be necessary to complete said Contract.

FIFTH: That upon completion and acceptance by the Commission, the Developer agrees to convey all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of way to the Commission for ownership, operation and maintenance, and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

a. A water well complex to eventually include 2 wells, 2 pumps and pumphouse; a 10,000 gallon pressure tank, a 15,000 gallon ground storage tank; a water treatment system; and a site upon which these facilities will be situated, including a twenty-foot (20') right-of-way for access,
b. All water mains with ten-foot (10') rights-of-ways and easements,

as set forth on plans called Central Water System, Sheets 1 through 9, dated August, 1974, and titled Part - Rolling Acres Subdivision, St. Mary's County, Maryland, prepared by Charles R. Dillon, P.E. including valves, fittings, fire hydrants and appurtenances designed and constructed in accordance with the Commission's specifications and conforming to the Comprehensive Water and Sewerage Plan of St. Mary's County.

SIXTH: That the Developer submit a statement to the Commission indicating his total costs to construct the facilities deeded to the Commission pursuant to paragraph FIFTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by said facilities is connected to the water and/or sewerage system, as applicable, the connection charge therefore may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SEVENTH: That no lot or tract within the project to be served by said water facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

EIGHTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from time to time be determined by the Commission, in addition to all applicable fees and charges of the said Commission including, but not limited to, connection charges, tap fees, front foot assessments, and service fees, as applicable.

NINTH: In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

TENTH: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds in the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum equal to the engineering estimate plus 10% for contingencies, or the amount of the contract prices whichever is higher; conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond (s) to be and remain in force until such time as the aforesaid facilities have been constructed and inspected by this Commission and are ready for public use.

ELEVENTH: That the Developer will guarantee payment of annual front foot benefit charges for water to the Commission for 5,000 feet for a period of three (3) years from the date of completion of the water main to the property line (Ready-to-serve).

TWELFTH: That this Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

WITNESS and hands and seals of the parties hereto, the 28 day of October, 1974.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 27 day of October, 19 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared LEWIS C. MERCHANT Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Amanda A. Greig
Notary Public

NOTARY PUBLIC ST. MARY'S COUNTY, MD.

STATE OF Maryland
COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY that on this 27th day of October, 1974 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Benjamin H. Burroughs, Jr, and F. Elliott Burch, Jr. a partnership, and that he/they acknowledged the aforegoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Margaret G. Hambach
Notary Public

ST. MARGARET G. HAMBACH NOTARY PUBLIC ST. MARY'S CO., MD.

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the name of J. Laurence Mill
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0: Beginning for the same at a point bearing, North 54
East 10 feet from a point bearing, North 33 degrees
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to on a Sewer Profile Plan prepared by J. R.
/27/74, as Manhole Number 61-A thence; leaving
54 degrees 52 minutes 50 seconds East 198.00
said Manhole set in the Westerly division line
anding in the name of Nick Manos as recorded in
, of the Land Records of St. Mary's County,

of a larger tract or parcel of land standing in
n as recorded in Liber M.R.F. No. 137, folio 220,
's County, Maryland as described by J. R. McCrone,
nal Engineers and Land Surveyors, 8/12/74.

sement being a 20-foot strip of land, 10 feet to

eft of the above-described North 54 degrees 52
foot line.

of the first part does hereby further grant unto
litan Commission the right to use an 80-foot strip
t and 40 feet to the left of the above-described
50 seconds East 198.00 foot line, during the original
les and appurtenances within the above-described
rposes pertinent thereto.

ty of the first part does hereby agree that St. Mary's
sion, a body corporate and public, its successors and
ight and privilege of entering upon the aforesaid lands,
sary, to make openings and excavations, and to lay,
said public utilities and appurtenances, provided, how-
hall be restored to the condition it was in anytime entry
it is further agreed that no buildings or similar structures
rected in, on or over the said right-of-ways by any of the
heirs, personal representatives, successors and assigns.

NESS the due execution hereof.

J. Laurence Millison
J. Laurence Millison

ST. MARY'S COUNTY, to-wit:

REBY CERTIFY, That on this 15 day of October, 1974, before
a notary public for the State of Maryland, in and for St.
nally appeared J. Laurence Millison, and He acknowledged
of Easement and Agreement to be his act.

ITNESS my hand and Notarial Seal.

-78 BOOK 001 PAGE 169 Notary Public

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Secretary

By: Chairman

ATTEST:

By:

By:

By:

TIME 2:30 P. M.
DOROTHY BAILEY KUCHER, CLERK

AGREEMENT

DEC -3-74 * 22306 *******.00
DEC -3-74 A 22306 *******.00

THIS AGREEMENT, made and entered into this the 20 day of November, Nineteen Hundred and Seventy-Four, by and between the Town of Leonardtown, hereinafter the Town, and St. Mary's County Metropolitan Commission, hereinafter the Commission.

WITNESSETH:

WHEREAS, the Commission is responsible for all water and sewerage development in St. Mary's County and in the Leonardtown Sanitary District, hereinafter defined, and,

WHEREAS, the Town is responsible for all water and sewerage development in the Town of Leonardtown, and,

WHEREAS, the Commission does desire the collection and treatment of sewage as specified in this agreement, and the Commission, by signature of the Chairman of the St. Mary's County Metropolitan Commission, does ratify this agreement and guarantee performance thereof, and,

WHEREAS, the Town owns and operates within the corporate limits of the Town a Sewage Treatment Plant facility, hereinafter the Plant, and a sewerage system leading therefrom to portions of the Town, which said Plant and system are capable of treating wastes which otherwise would be discharged into the waters of Breton Bay, and,

WHEREAS, the Town is agreeable that said Plant and sewerage system serve the proposed Leonardtown High School, hereinafter the School, located in that portion of the Leonardtown Sanitary District called the Technical Center Site, and is willing to obligate itself by equitable contracts entered into with the Commission to accept at a Town Connection Point, hereinafter defined, through the 3-1-S Facilities hereinafter defined, and treat the sewage and wastewater originating at said School. Further, this Agreement shall be rendered void if the appropriate State Regulatory Agencies do not permit the accommodation of the additional sewage flows to the Town's treatment plant that will result because of this Agreement, or if it is found that the increased treatment plant capacity, with the use of chemicals prescribed by the State and paid for by the Commission are not satisfactory to State Regulatory Agencies to enable the Town to accept these additional flows.

BOOK 001 PAGE 168

TIME 2:29 P. M.
DOROTHY MARIE SCHEIB, CLERK
DEC -3-74 A 22305 *******.00
DEC -3-74 A 22305 *******.00

THIS DEED OF EASEMENT AND AGREEMENT made this 16th day of OCTOBER, in the year Nineteen Hundred and Seventy-four, between J. LAURENCE MILLISON, party of the first part; and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain sewers, drains, water pipes and other public utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10.00) receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body corporate and public, it successors and assigns, the right to lay, construct and maintain sewers, drains and water pipes in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, State of Maryland, said sewers, drains, and water pipes to be laid in the right-of-ways which are described as follows:

PARCEL ONE: Beginning for the same at a point bearing South 41 degrees 44 minutes 10 seconds East 108.00 feet from Manhole 61-B as shown on a Sewer Profile Plan prepared by J. R. McCrone, Jr., Inc. dated 3/27/74, said beginning point being on the division line between a tract or parcel of land standing in the name of Nick Manos as recorded in Liber D.B.K. No. 164, folio 116 of the Land Records of St. Mary's County, Maryland and a tract or parcel of land standing in the name of J. Laurence Millison as recorded in Liber M.R.F. No. 139, folio 492, of the above-mentioned Land Records; thence leaving the beginning point so fixed and running South 41 degrees 44 minutes 10 seconds East 167.80 feet to Manhole 61-C; thence running South 55 degrees 42minutes 26 seconds East 197.00 feet to limit of construction, passing through Manhole 61-D at 187.00 feet along the course.

BEING a portion of a larger tract or parcel of land standing in the name of J. Laurence Millison as recorded in Liber M.R.F. No. 139, folio 492, of the Land Records of St. Mary's County, Maryland.

BEING also a portion of Lots 42, 41, and 40 of Section 1, Block A, Patuxent Park, conveyed unto J. Laurence Millison from S.M.P.I., Inc., by Deed dated 10/5/71, and recorded in Liber D.B.K. No. 171, folio 466, of the Land Records of St. Mary's County, Maryland, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, 8/12/74.

THE permanent easement being a 20-foot strip of land, 10 feet to the right and 10 feet to the left of the above-described South 41 degrees 44 minutes 10 seconds East 167.80 feet line and South 55 degrees 42 minutes 26 seconds East 197.00 foot line.

THE said party of the first part does hereby grant and convey unto the St. Mary's County Metropolitan Commission the right to use an 80-foot strip of land, 40 feet to the right and 40 feet to the left of the above-described South 41 degrees 44 minutes 10 seconds East 167.80 foot line and South

BOOK 001 PAGE 168

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E. District:

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Commission desires to transport the normal wastewater

School to the Town Connection Point and the Town agrees

t such wastewater at its Plant, to the end that no untreated

ed wastewater from said School be discharged into the streams

the Leonardtown Sanitary District, and,

y become necessary to increase the degree or method of

stewater, and,

judgment of the parties to this Agreement, the transporta-

tment of said wastewater will be to the advantage of the

CONSIDERATION OF the premises and of the covenants and

ntained, the parties hereto covenant and agree, one with

The parties hereto agree that the following words,

s as used in this Agreement shall have the following de-

content: The quantity of oxygen used in the biochemical

ation under standard laboratory procedure in five days

parts per million by weight.

The St. Mary's County Metropolitan Commission, as

157 of the Code of Public Local Laws of St. Mary's

Code of Public Local Laws of Maryland).

County of St. Mary's, Maryland.

Formula: $(1 - \frac{x}{n}) A=Cv$. Where: x = age of the 3-1-8

n design life of the 3-1-8 Facilities in this case

ars, such design life to be agreed upon by the

atories in the event of a disagreement, in

ation as provided for in Article VIII hereof,

3-1-8 Facilities, less all Federal and State grant

al capital expenditures pertaining thereto, Cv =

ed incorporated area of St. Mary's County referred

ein and as shown on a plat of County Sani-

, 1971, in Liber 10, Folio 43 at the Courthouse

in Leonardtown, Maryland, less and except the Incorporated Town of Leonardtown, as shown on the copy of the plat attached hereto and made a part hereof.

F. Industrial Wastewater: Wastewater, other than that defined as normal domestic sewage and which exceeds 300 p.p.m. BOD or 300 p.p.m. suspended solids.

G. Leonardtown Sanitary District: Sam District.

H. Normal wastewater or normal sewage: Wastewater with a strength content not exceeding 300 p.p.m. BOD or 300 p.p.m. suspended solids and with characteristics reasonably conforming to the following:

1. It shall contain no more fats, oils or greases than 100 mg/l (Milligrams per liter) by weight.

2. It shall contain no gasoline, benzene, naptha, fuel oil or other petroleum distillates.

3. It shall have a pH between the range of 6.5 - 9.5.

4. It shall not contain any toxic or poisonous substance which will interfere with any sewage treatment process.

5. It shall not constitute a hazard or potential hazard to humans or animals; nor shall it contain any noxious or malodorous gases or substances capable of creating a public nuisance, other than may be present in normal domestic sewage.

I. pH: The logaritim of the reciprocal of the concentrations of hydrogen ions in grams per liter of solution; a stabilization pH will be considered as one which does not change beyond the specified limits when the waste is subjected to aeration.

J. P.P.M.: Parts per million. The number of weight or volume units of a minor constituent present with each one million units of the major constituent of a solution or mixture.

K. Person: Any individual, firm, company, association, or corporation including public agencies.

L. Plant: Any facilities which involve treating, purifying, suttling, etc. wastewater from the point of entry of influent up to and including the point of discharge of effluent, which are located at Town Run, within the corporate limits of the Town of Leonardtown.

M. Project 3-1-S: A proposed project to construct an interceptor sewer, force main, and pumping station and other sewerage facilities to serve

the School. The pl[illegible]s and specifications for Project 3-1-S shall be reviewed and approved by the T[illegible]own prior to construction.

N. Suspend[illegible] solids: Solids that either float on the surface of, or are in suspensio[illegible]n water, sewage or other liquids, and which are largely removable by laborat[illegible]y filtering.

O. Town: [illegible]e corporation of Leonardtown, located in St. Mary's County Maryland.

P. Town Co[illegible]ection Point: The point at which the sewage from the School will enter the [illegible]Town's sewerage system will be at the manhole on Route 5 at the junction of.th[illegible] sewer line leading to Ryken High School provided an engineering determina[illegible]on at the expense of the Commission has been made by the Town that this sewer [illegible]he has adequate capacity and is in satisfactory condition to receive the a[illegible]cipated sewage from the School. Any rehabilitation or replacement of existir[illegible]lines shall be accomplished by the Town at the Commission's expense. Any c[illegible]struction of parallel lines needed to transport said sewage to the Plant sh[illegible]l be accomplished by the Commission at the Commission's expense. The 3-1-S Fa[illegible]ilities and all plumbing facilities connected thereto shall reasonably prohib[illegible] entry of ground water, storm water, or non-sanitary flows to the Town's tre[illegible]ment plant and/or sewerage system.

II. WASTEWATER:

A. Delivery by [illegible]he Commission: The Commission agrees to deliver all of the normal waste[illegible]r originating at the School through the 3-1-S Facilities to the Town C[illegible]nection Point. However, the Commission agrees that it will not discharge an[illegible]sewage flows into the 3-1-S Facilities until said Facilities have been comp[illegible]ted and written approval for operation has been received from the Town an[illegible]applicable State and Federal agencies.

B. Character of [illegible]astewater: The character of wastewater delivered by the Commission and acc[illegible]ted by the Town under this Agreement shall consist only of normal sewage. T[illegible]Commission, therefore, especially covenants and agrees that the School's [illegible]stewater, as delivered to the Town Connection Point, shall not contain those u[illegible]esirable substances described above in the definition of normal wastewater, [illegible]nd shall not contain oils, hairs from tanneries, feathers, paunch contents, [illegible]rit from packing plants, chrome, plating wastes, petroleum distillates, rad[illegible]active materials, or other substances not normally

regarded as sewage or which are or may be detrimental to the sewage treatment facilities or process, nor shall such wastes contain introduced storm or surface waters. The Commission covenants and agrees that it will neither permit nor allow to exist any connection for rain or foundation drains or for storm or surface water disposal to be made to the sanitary sewer system, nor any other connection to said sanitary sewer system which allows rain, storm and surface waters to be introduced into said system within the School or into the Facilities leading therefrom to the Plant. Should it become evident that the Commission is delivering to the Town Connection Point materials excluded by the Agreement, the Town, through its Commissioners, shall notify the Commission of such fact and, upon being so notified, the Commission covenants and agrees to eliminate forthwith delivery of such objectionable materials.

C. Strength of Wastwater: The strength of normal wastewater, delivered by the Commission for treatment by the Town at the base rate of charges set out in Section IV hereinafter, shall at no time have a BOD that exceeds 300 p.p.m., or a suspended solids content that exceeds 300 p.p.m.,at the point of delivery to the Town Connection Point. The parties hereto expressly agree that the limitations may be extended or enlarged should the Town, as the owner and operator of the Plant, be required to upgrade the sewage treatment process or be hereafter ordered or compelled by higher authority to increase the quality of effluent discharged by its Plant into the waters of Breton Bay.

D. Regulation of Wastewater: The Commission expressly covenants and agrees to adopt, maintain and enforce within the School and along the other 3-1-S Facilities, regulations no less regulatory or restrictive than ordinances effective within the Town, regulating, limiting or prohibiting the introduction into the sewer distribution or collector lines of excluded objectionable substances, matter or materials, either as to quality or quanity thereof.

E. Acceptance by the Town: The Town agrees to accept at the Plant all of the normal wastewater from the School and to treat said wastes at the Plant to the same extent and degree that it shall treat wastewater originating within the Town, and such treatment shall be the exclusive responsibility of the Town. No sewage or wastewater discharges shall be made from the School directly or indirectly to a stream or body of water. All wastewater treated

at the Plant shall e the property of the Town.

III. FACILITIE

A. Gener : The sewerage system and all facilities necessary for the collection of stewater within the School and delivery to the Town Connection Point s ll be provided by the Commission without cost to the Town. That portion of th -1-S Facilities located outside the corporate limits of the Town shall be intained and operated by the Commission without cost to the Town. The sew treatment facilities shall be provided and maintained by the Town subject t provisions for the Commission paying its proportionate share of (i) maint nce and operational costs, and (ii) costs for additional capacity and/or ad tional treatment refinements which may be required to treat properly the waste er from the School as required by County, State or Federal regulatory authorit s.

B. Meters

1. Pr ision of Meters: The Commission agrees to purchase, install, operate and intain a Running Time Meter at the Sewage Pumping Station of Project 3-1-S, r ording sewage flow in the 3-1-S Facilities. The Town agrees to purchase, nstall, operate and maintain a meter recording sewage flow at the total i low point at the Plant. The design and specifications of said meters shall m with the approval of the Town and the Commission. In the event of discon nuance of the use of the 3-1-S Facilities or the termination of this Agreem , the meters shall be the property of the agency which purchased them.

2. Re ng of Meters: As of the first day of the month immediately following the da on which the Plant begins processing the School's sewage and daily thereafte the Town shall read the Running Time Meter at the Sewage Pumping Station in t 3-1-S Facilities as well as the meter recording the total inflow to the nt. Such meter readings shall be the basis of charges made to the Commissi under Paragraph IV.C.2 of this Agreement. In the event a meter fails to reg ter or registers incorrectly due to weather conditions, malfunctioning of th eter, or other circumstances beyond immediate remedy by the Town and reas bly prohibits the Town from an accurate reading of the meter, then the part s shall agree upon the length of time during which such meter failed to regis r or registered incorrectly and the quantity of sewage passing through duri such period, and, upon agreement, an appropriate adjust-

ment based thereon shall be made by the Town in the charges to the Commission.

3. Controls:

a. Calibration: A meter shall be deemed accurate if it registers within the percentage of accuracy established by the manufacturer for such meter. To insure the accuracy of the meters, the Town and the Commission shall enter into calibration contracts with the manufacturers of their meters who will test and certify quarterly to the accuracy of the meters.

b. Records: Records of metered and calculated sewage flows, obtained and maintained by the Town, shall be reported to the Commission and such records shall be available for inspection by the Commission during all normal business hours.

c. Concurrence: The Town agrees to allow an appointed representative of the Commission to observe and concur in all of the meter readings before the data become binding upon either party.

C. The Sewage Treatment Plant:

1. Provision of the Plant: The parties agree that the Plant shall serve the School as set forth above, subject to any equitable limitations imposed by the Town and by Federal or state regulatory agencies. The Town agrees to provide whatever improvements to the Plant as may be necessary to provide sufficient capacity for the Town and the School, subject to reasonable and prudent financial capacity.

a. The Commission agrees to pay to the Town service charges for the use of the existing sewage treatment plant as more fully defined under Section IV, Financial Considerations, paragraph C.2.

b. The Commission agrees to make a capital contribution covering the entire costs as determined by the Town, for the installation of any new treatment units and/or appurtenances which are found to be required by County, State or Federal regulatory agencies to meet discharge requirements pertinent to the discharge of the combined flows from the School and the Town up to 300,000 gallons per day.

c. The Commission agrees to reimburse the Town on a direct cost basis for the use of any chemicals or other constituents deemed necessary to render the merged flow acceptable for discharge.

2. Reservation of Capacity: To assure that the Town continues to have the sewage treatment capacity it has provided for its citizens, the

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250,000 gallons per day of the capacity of the Plant shall
e use of the Town. The remaining 50,000 gallons per day of
e Plant shall be reserved for the School, unless the waste-
e School at full capacity is less than 50,000 gallons per day,
ference in reserved capacity shall revert back to the Town.
ot be permitted to exceed the capacity reserved for itself
re made to increase the total capacity of the Plant and the
tional sewage from the School is agreed to be both parties.

Facilities:

neral:

. The intent of this section of this Agreement is to esta-
and functional basis for the provision of the Facilities
transportation of sewage wastes from the School to the point

. An overall objective of the provisions of this section
cation is that the design, construction and location of the
hall be such as to anticipate, to the extent that can be
ned, the maximum or ultimate volume based on existing and
ent of sewage wastes that will be required to be transported
ities from the School.

. A basic principle of these provisions is that the Town
and maintain all sewer lines within the Town including, for
is Agreement only, those portions of their sewerage system
the date of this Agreement, beyond the corporate limits of
maintain and operate the 3-1-S Facilities within the Town,
sion shall own, operate and maintain all sewer lines outside
the Town, but excluding for the purposes of this Agree-
aforesaid portion of the Town's sewerage system extending beyond
ea of the Town.

ect 3-1-S: The Commission shall be responsible for the design
of the proposed Project 3-1-S, subject to review and approval
pecifications for the 3-1-S Facilities by the Town prior
One hundred percent (100%) of the capacity of this line shall
he use of the Commission.

cation of a Portion of the 3-1-S Facilities:

Should any portion of the 3-1-S Facilities be in an area an-
, that portion of the Facilities in the annexed area shall

become the property of the Town.

b. The Town shall own, operate and maintain the portion of the Facilities joined to the Town by annexation.

c. The Town shall pay the Commission the value of these Facilities as set forth in IV.B.1.c. of this Agreement.

IV. FINANCIAL CONSIDERATIONS

A. Connection Charge: It is covenanted and agreed to that the Commission shall pay to the Town a connection charge of Three Thousand Dollars ($3,000.00) for connecting the 3-1-S Facilities to the Town's sewerage facilities, such connection charge being equal to that charged for non-residential connections outside the Town limits as required by existing Town Ordinance.

B. Debt and Interest:

1. Treatment Plant and 3-1-S Facilities:

a. General: For any debt and interest thereon which is incurred in the improvements to the Plant to treat properly the existing capacity of the Plant as may be required by higher authority, each party to this Agreement shall assume a proportion of this debt service according to the percentage of capacity reserved for themselves in the Plant as delineated in Paragraph III.C.2. above. However, any debt, interest or cost which is incurred in improvements to the Plant in order to accommodate the wastewater flows from the School shall be borne by the Commission without cost to the Town.

b. Calculation of Debt Service: First, the total debt service referred to in the first sentence of IV.B.1.a. will be calculated. Then, the total debt service will be multiplied by the percentage of the Plant reserved for each party to this Agreement, to determine the burden of debt service to be assumed by each. All costs of design, construction and maintenance of the 3-1-S Facilities shall be borne by the Commission except for maintenance of any portion within the Town's corporate limits.

c. Acquisition or Annexation of a Portion of the 3-1-S Facilities: Should the Town annex any portion of the 3-1-S Facilities, the cost, less applicable grants, incurred by the Commission in the design and construction of the portion of the Facilities involved in the annexation, or acquisition, minus depreciation as calculated using the Depreciation Formula hereinbefore defined, shall be paid by the Town to the Commission within two

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ng such acquisition or formal annexation. Apart from annexa-
Town and Commission agree to the acquisition by the Town of
e 3-1-S Facilities, such acquisition shall be on mutually

d. Properties located both within the existing Town bounda-
operties lying without said boundaries that are now serviced
age treatment plant shall be exempt from any front foot benefit
ge assessment that might be levied by the Commission for the
he 3-1-S Facilities.

ice Costs and Charges:

General: The Commission agrees to pay the Town for accepting
normal wastewater of the kind, strength, BOD and suspended
rain contemplated, delivered to the Town Connection Point by
om the School, such charges to be computed from flows recorded
ping Station Facility; no part of which charges shall consti-
equity of the Commission in the value of the Plant.

Computing Annual Service Cost: The actual Service Cost to
ommission will be determined as follows:

a. The "Total Cost" to the Town for the operation and main-
acilities shall be determined. The said "Total Cost" shall,
only ordinary and necessary expenses of the Town for opera-
nce including, but not limited to, the following: routine and
l testing of wastewater, personnel services, stationery and
postage, telephone and telegraph, insurance and bond premiums,
, supplies, fuel, chemicals, electricity, water, routine
s compensation insurance, management, depreciation, accounting
ling, employees' retirement, hospitalization, and Social
by the Town. Payment of debt and interest thereon, and all
placements, extensions, reconstructions and alterations to
ties jointly used by the Town and the Commission are hereby
ded from the items of expense listed above in arriving at

b. This total cost shall be divided by the total sewage flow
llions of all sewage or wastewater having flowed into the

BOOK 001 PAGE 179

Plant, as recorded at said Plant.

c. This cost per thousand gallons shall be multiplied by the total sewage flow in thousands of gallons of all sewage and wastewater flowing through the 3-1-S Facilities as determined by meter readings provided hereinbefore, to determine the service cost to be borne by the Commission.

D. Billing: The method of billing, the periods of time to be used for calculations and the charges as established by 2.a. above shall be the subject of a Contract separate from this Agreement between the Town and the Commission to be concluded within one month after the Plant and the 3-1-S Facilities have been made capable of treating and conveying sewage from the School. However, to avoid continual changes in Service Charges to the Commission due to fluctuations in costs, a provisional per 1,000 gallon rate will be established at the beginning of each fiscal year. This rate times the quarterly flow will be billed to the Commission at the end of each quarter. Upon determination of the actual per 1,000 gallon costs for that fiscal year, an appropriate adjustment will be made.

E. Controls:

1. Audit: An independent Certified Public Accounting firm will be retained by the Town to audit the operating and maintenance costs of the Plant and to determine proportionate shares of debt service charges. The cost of this audit is to be considered as an accounting and auditing expense as hereinbefore mentioned in Paragraph IV.C.2.a. as one of the ordinary and necessary expenses to be used in arriving at Total Cost.

2. Records: The Town agrees to keep accurately and to make available to the Commission during all normal business hours, all financial records pertaining to this Agreement.

3. Exclusivity: It is agreed that the methods by which the Town and the Commission choose to charge their respective customers for their respective portions of Service and Debt Service are the sole and exclusive responsibility of each of the above governmental bodies; and that no requirement shall be made to achieve uniformity between Town and the Commission rates or methods of computation of rates.

V. MISCELLANEOUS PROVISIONS:

A. Area Limitations: It is expressly understood and agreed that the Town, by this Agreement, undertakes and obligates itself to treat wastes

originating th: School, only, and that charges hereinbefore provided for
are charges c.:led to be made to the Commission for services rendered the
School as a t. Accordingly, the Commission hereby covenants and agrees
that it will t without the prior consent of the Town in the form of a
resolution o esolutions of its governing body, deliver to the Town under the
terms and at e charges provided for in this Agreement, any wastewater ori-
ginating out: e the limits of the School.

B. nstruction Standards: It is agreed and covenanted that the
engineering a construction of any facilities as defined herein, either within
the Town or a he School, shall meet or exceed State regulations, the St. Mary's
County Standa Specifications for Water and Sewerage Construction, and the
Leonardtown O nance, as applicable.

C. g-Range Study: It is agreed and covenanted that the Town shall
select an eng: er other than its own Consulting Engineer or any Consulting
Engineer of th Commission or the County to prepare a long-range facilities
plan in accord e with Section 201 of the Water Pollution Control Act Amend-
ments of 1972, reinafter referred to as the "201 Study" for the designated
Leonardtown Sa ary District. It is understood that this pertains only to
Step 1 grants planning and not Step 2 or 3 for design and engineering.

VI. TERM F AGREEMENT: This Agreement shall continue in full force and
effect until s rseded by a more comprehensive Agreement pertaining to the
Town and the e re Leonardtown Sanitary District to be concluded prior to
the constructi of a new treatment plant intended to serve said areas.

VII. TERM TION: No termination of this Agreement, other than by expir-
ation of the t provided in Paragraph VI. hereinbefore shall occur except
after notice i citing of such intent to terminate, perfected by declaratory
judgment actio or other appropriate legal proceeding brought and conducted
by either part: a court of competent jurisdiction in the State of Maryland,
provided, howe hat this Agreement shall be rendered void if the appropriate
State Regulato: ncies do not permit acceptance of the additional sewage
flows at the T treatment plant from the School.

VIII. DISP In the event of a dispute between the parties as to the
subject matter t is Agreement, it is agreed that the dispute can be submitted
to arbitration st nt to the rules of the American Arbitration Association.

IX. CONTINGENCIES: Anything to the contrary in this Agreement notwithstanding, it is understood and agreed between the parties hereto that this Agreement shall not become effective and binding upon the parties unless and until the St. Mary's County Board of Education and the Commission agree upon a rate structure resulting from this Agreement, and, further, that upon the execution of these presents, the Town shall forthwith provide to the Commission whatever financial information is necessary for the latter to determine said rate structure.

X. SUCCESSION: It is mutually agreed that the terms of this agreement shall be binding not only upon the parties but also upon their respective successors and assigns.

WITNESS the following signatures and seals:

ATTEST: COMMISSIONERS OF LEONARDTOWN

Sarah Lyons Guy BY Raymond A Hall
President

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Brenda A Berry BY Francis E. Taylor
Secretary Chairman (Acting)

State of Maryland, County of St. Mary's, to wit:

I hereby certify that on this 22nd day of Nov., 1974 before me, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid personally appeared Raymond Hall, Mayor of Leonardtown, State of Maryland, whose name is signed to the foregoing Agreement, and acknowledged the foregoing Agreement to be his act and deed and the act and deed of the Town of Leonardtown by virtue of the powers duly vested in him to make and execute said Agreement.

Witness my hand and notarial seal:

Sarah Lyons Guy
Notary Public

My Commission expires: July 1, 1978

State of Mary d, County of St. Mary's, to wit:

I hereby rtify that on this 20th day of November 1974, before me, a Notary P lic of the State of Maryland, in and for St. Mary's County aforesaid, per ally appeared Francis E. Taylor, Acting Chairman of St. Mary's County Metropol an Commission, whose name is signed to the foregoing Agree- ment, and ackno edged the foregoing Agreement to be his act and deed and the act and deed of the . Mary's County Metropolitan Commission by virtue of the powers duly vested in h to make and execute said Agreement.

Witness my h d and notarial seal:

Claire) A. DeKoven
Notary Public

My commission expires: 7/1/78

JAN -2-75 * 23449 ******* 00
JAN -2-75 A 23449 ******* 00

TIME 4:02 P. M.
DOROTHY DARLEY MUCHER, CLERK

THIS DEED OF EASEMENT AND AGREEMENT, Made this 24th day of December, 1974, between FRANK A. HAYDEN, party of the first part, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, party of the second part.

WHEREAS, the party of the second part desires to construct a public water storage facility on property to the west of and immediately adjacent to and binding on property of the said FRANK A. HAYDEN, and requires a right-of-way in and across said Hayden property, hereinafter described, as a temporary construction easement for and during the construction of said public water storage facility, which right the party of the first part is willing to grant.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said FRANK A. HAYDEN does hereby grant and convey unto St. Mary's County Metropolitan Commission, a body corporate and public, its successors and assigns, its or their agents, servants and licensees, in common with any others having the like right, with or without vehicles, a right-of-way in, over and across the land of the said FRANK A. HAYDEN, as described in a Deed to him from Elwood W. Kessler, et ux., dated June 16, 1972, and recorded in Liber DBK No. 179, folio 49, one of the Land Records of St. Mary's County, Maryland., for all purposes in connection with site preparation for and construction of the aforesaid public water storage facility for ingress and egress over said right-of-way for the entire construction period beginning with preparation of the site and continuing to completion of construction of said facility, and with the further right to remove trees, bushes, undergrowth and other obstructions in said right of way, and to fill, level, and otherwise landscape as needed to prepare the right-of-way for use by vehicles and personnel, which right-of-way is described as follows:

> Beginning for the same at a point on the northwesterly right-of-way line of Maryland State Route 246, said point being further described as the southwesterly corner of property now or formerly Frank A. Hayden as described in Deed recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK No. 179, folio 49, and running along the westerly Hayden property line North 23° 57' 00" West 200 feet to the northwesterly corner of the aforesaid Hayden property; thence along the northern Hayden property line North 63° 19' 00" East 20 feet to a point; thence through the lands of Hayden South 23° 57' 00" East 200 feet to the northwesterly right-of-way line of Maryland State Route 246; thence along said right-ofway line, South 63° 19' 00" West 20 feet to the point of beginning, containing 4,000 square feet of land more or less, including in addition thereto and as a part of the right-of-way herein granted the present access

to same th
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Auto Parts
which is a
the Plat R
St. Mary's
DBK No. 1,

AND the sa
assigns, does h
METROPOLITAN CO
servants and li
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County Metropoli
water drainage s
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and the adjoinin
FRANK A. HAYDEN
by its exercise
Provided, furthe
lot and roadway
they were in pri
Commission, reas
hereto agree tha
in place after cc
fication thereof
least 30 days pri
thereof.

THIS AGREEME
years from the da
COUNTY METROPOLIT
for a period not
FRANK A. HAYDEN d

WITNESS the
above written.

ATTEST:

Secret

ugh the existing westerly entrance,
ing lot and gravel drive of the Hayden
tore located on said property, all of
shown on a Plat of same recor
ords of St. Mary's County, Mary
unty Metropolitan Commission Pla
olio _____.

FRANK A. HAYDEN, for himself, his heirs and
eby agree that the said ST. MARY'S COUNTY
SSION, its successors and assigns, agents,
sees, shall have the right and privilege of
and over said right-of-way for the purposes
it may be necessary during the period of
nstruction above-mentioned; Provided, however,
such right and privilege the said St. Mary's
n Commission shall not interfere with surface
oss said right-of-way into and through the
existing at the boundary of said right-of-way
property, and agrees to save harmless the said
om any water flooding damage proximately caused
the right-of-way and privileges granted herein.
that the existing entrance, asphalt parking
itioned above shall be left in the condition
to use by St. Mary's County Metropolitan
ble wear and tear excepted, and the parties
ny new roadway or other structure may be left
truction is completed unless removal or modi-
requested by FRANK A. HAYDEN, in writing, at
to expiration of this agreement or extension

shall terminate upon the expiration of two (2)
hereof; provided, however, that ST. MARY'S
COMMISSION may extend said termination date
exceed one year by notice in writing to
vered 30 days prior to termination.
e execution hereof on the day and year first

Frank A. Hayden (SEAL)
Frank A. Hayden.

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: Lewis C. Merchant (SEAL)
Lewis C. Merchant, Chairman.

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY That on this 24th day of December, 1974, before me, the subscriber, a Notary Public for the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Frank A. Hayden, and he acknowledged the aforegoing Deed of Easement and Agreement to be his act.

AS WITNESS my hand and notarial seal.

Judith A. Jordan
Notary Public.

My comm. expires: 7-1-78

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY That on this 30th day of December, 1974, before me, the subscriber, a Notary Public for the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Lewis C. Merchant, Chairman of St. Mary's County Metropolitan Commission, a body corporate and public, and on behalf of said corporation did acknowledge the aforegoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Claire A. DeLoyer
Notary Public.

My comm. expires: 7/1/78

BOOK 001 PAGE 187

TIME 12:01 P. M.
DOROTHY BAILEY KUCMER, CLERK

JUN 26-75 * 21433 *******.00
JUN 26-75 A 214.33 *******.00

I N D E N T

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Mary's County
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TOGETHER WITH
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6-inch diamete
of Shangri La
and other port
containing.
TO HAVE AND TO
with all the r
said ST. MARY'
and assigns, b
IN WITNESS WHE
hereunto set t

ATTEST:

Secretary.

R E, Made this 24th day of June, nineteen hundred
ve, by and between PATUXENT DEVELOPMENT COMPANY, INC.,
te, and J. LAURENCE MILLISON, parties of the first
MARY'S COUNTY METROPOLITAN COMMISSION, a body public
party of the second part.
at in consideration of the sum of Ten ($10.00)
her good and valuable consideration, receipt of
y acknowledged, the said PATUXENT DEVELOPMENT
and J. LAURENCE MILLISON do by these presents
o and forever quitclaim unto the aforesaid ST.
METROPOLITAN COMMISSION, a body public and corporate,
and assigns, all that portion of Shangri La Drive
Eighth Election District of St. Mary's County,
particularly described in a Deed from PATUXENT
PANY, INC. to The County Commissioners of St.
Maryland, dated April 9, 1954 and recorded among
s of St. Mary's County, Maryland, in Liber C.B.G.
52, which said description is incorporated herein
ed in terms.
l the right, title and interest of the said
irst part in and to approximately 486 feet of
sewer lateral and approximately 486 feet of
water main laid in and within the aforesaid portion
ive, including all manholes, fittings, connections,
and appurtenances thereunto belonging or apper-

OLD the said land and sewer and water facilities,
hts and appurtenances thereunto belonging, to the
COUNTY METROPOLITAN COMMISSION, its successors
ts and their own use and behoof forever.
OF, the said parties of the first part have
r corporate and individual hands and seals.

PATUXENT DEVELOPMENT COMPANY, INC.

By: J. Laurence Millison (SEAL)

J. Laurence Millison (SEAL)
J. Laurence Millison.

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STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY That on this 24th day of June, 1975, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County of St. Mary's, personally appeared Oak Laurence Shilstone, President of Patuxent Development Company, Inc., a body corporate, grantor in the foregoing quitclaim deed, and he being thereunto duly authorized did acknowledge the foregoing deed to be the act and deed of said Patuxent Development Company, Inc.

Witness my hand and Notarial Seal.

Barbara S. Shaw
Notary Public.

My comm. expires: 7-1-78

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 24th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of St. Mary's, personally appeared J. Laurence Millison, a grantor in the foregoing quitclaim deed, and he acknowledged the foregoing deed to be his act.

Barbara S. Shaw
Notary Public.

My comm. expires: 7-1-78

BOOK 001 PAGE 189

TIME 12:02 P. M.
DOROTHY BAILEY BUCHER, CLERK
JUN 26-75 * 21434 *******.00
JUN 26-75-A #21434 *******.00

THIS DEED

Dollie

between NICK MANOS

METROPOLITAN COMMI

part, GRANTEE.

WHEREAS, t

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and nervicon, in ar

GRANTOR in writing

NOW, THERE

Dollar ($1.00), rec

first part, GRANTOR

METROPOLITAN COMMIS

the right to lay, c

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Beginning

tract or parcel of

Liber DBK 164, fol

land, said beginni

less, from Manhole

by J. R. McCrone,

veyors, and dated

running South 45°

outline of a tract

Millison, as recor

mentioned Land Rec

BEING a pc

NICK MANOS from Ri

recorded among the

No. 164, folio 116

Registered Profess

THE PERMAN

right and 10 feet t

76.0 feet, more or

FURTHER, th

BOOK 001 PAGE 189 -

EASEMENT AND AGREEMENT, Made this 17 day of

, in the year Nineteen Hundred and Seventy-Five, by and

arty of the first part, GRANTOR, and ST. MARY'S COUNTY

ON, a body corporate and public, party of the second

party of the second part, GRANTEE herein, desires to

n sewers, drains, water pipes and other public utilities

across the land hereinafter described, and the said

grant such rights

S, In consideration of the premises and the sum of One

t of which is hereby acknowledged, the said party of the

hereby grants and conveys unto ST. MARY'S COUNTY

ON, a body corporate and public, its successors and assigns,

struct and maintain sewers, drains, water pipes and other

ervices in and through the land of the GRANTOR situate,

e Eighth Election District of St. Mary's County, State

ers, drains, water pipes and other public utilities and

n the right-of-way which is described as follows:

the same at a point in the Westerly outline of a

nd standing in the name of Nick Manos, as recorded in

116, one of the Land Records of St. Mary's County, Mary-

point bearing South 45° 21' 48" East 35.0 feet, more or

mber 61-B as shown on a Sewer Profile Plan, prepared

, Inc., Registered Professional Engineers and Land Sur-

7/74; thence, leaving the beginning point so fixed and

48" East 76.0 feet, more or less, to the Northwesterly

parcel of land standing in the name of J. Laurence

in Liber MRF No. 139, folio 492, one of the above-

ds.

ion of a larger tract or parcel of land conveyed unto

rd C. Zantzinger and Lansdale G. Sasscer, Jr., and

nd Records of St. Mary's County, Maryland, in Liber DBK

11 of the above as described by J. R. McCrone, Jr., Inc.,

al Engineers and Land Surveyors, February 24, 1975.

EASEMENT being a 20-foot strip of land, 10 feet to the

the left of the above-described South 45° 21' 48" East

ss, line.

said GRANTOR does hereby grant unto the ST. MARY'S

BOOK 001 PAGE 189

COUNTY METROPOLITAN COMMISSION, the right to use a 60-foot wide strip of land, 30 feet to the right and 30 feet to the left of the above-described South 45° 21' 48" East 76.0 footline during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

AND the GRANTOR herein does hereby agree that ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances; provided, however, that the ground so entered upon shall be restored and left in good condition; and, it is further agreed, that no buildings or similar structures of any kind shall be erected in, on or over the said permanent easement and right-of-way as above-described by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

WITNESS:

Charles H. Marsden — Nick Manos (SEAL)
NICK MANOS

STATE OF MARYLAND, County of St. Mary's: ss:

I HEREBY CERTIFY, That on this 19th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of St. Mary's, personally appeared NICK MANOS, the Grantor named in the foregoing Deed of Easement and Agreement, and he acknowledged the said instrument to be his act.

E. S. Lance
Notary Public

My Comm. Expires: 7-1-78

LIBER 1 FOLIO 191

TIME 3:05 P. M.

JUL -8-75 * 22022 *******.00
JUL -8-75 A 22022 *******.00

THIS CONF
2nd day of
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WHEREAS,
1974, and recor
Maryland, in Me
party of the fi
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WHEREAS,
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of said easement
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across the land
to such change ar

NOW, THEREF
sum of One Dollar
the said party of
St. Mary's County
corporate, its su
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land of the party
District of St. Ma
water pipes to be
follows:

PARCEL ONE:
Northwesterly outl
name of J. Laurenc
St. Mary's County,
beginning point be
less, from Manhole
prepared by J. R. M
Engineers and Land
beginning point so
feet to Manhole Num
182.32 feet to the
Numbered 61-D at 17

BEING a port
in the name of J.
139, folio 492, on
Maryland.

BEING also a
Block A, Patuxent
S.M.P.I., Inc., by
No. 171, folio 466
Maryland, as descr
Professional Engin

RMATORY DEED OF EASEMENT AND AGREEMENT, Made this
July, in the year Nineteen Hundred and
ween J. LAURENCE MILLISON, party of the first
RY'S COUNTY METROPOLITAN COMMISSION, a body public
the State of Maryland, party of the second part.
Deed of Easement and Agreement dated October 18,
d among the Land Records of St. Mary's County,
opolitan Commission Liber No. 1, folio 168, the
t part granted and conveyed to the party of the
in permanent and temporary construction easements
bed, and
bsequent to the execution of and the recording of
l of Easement and Agreement it has become
certain courses and distances in the description
for the construction and maintenance of sewers,
s and other public utilities and services in and
the party of the first part, who is agreeable
alteration.
RE, in consideration of the premises and of the
$1.00), receipt of which is hereby acknowledged,
he first part hereby grants and conveys unto
etropolitan Commission, a body public and
essors and assigns, the right to lay, construct,
, drains and water pipes in and through the
the first part, situate in the Eighth Election
's County, Maryland, said sewers, drains and
id in the rights-of-way which are described as

eginning for the same at a point in the
e of a tract or parcel of land standing in the
Millison as recorded among the Land Records of
aryland, in Liber MRF No. 139, folio 492, said
ing South 45° 21' 48" East 111.0 feet, more or
umbered 61-B as shown on a Sewer Profile Plan
Crone, Jr., Inc., Registered Professional
urveyors, dated 3/27/74; thence leaving the
ixed and running South 45° 21' 48" East 181.36
er 61-C; thence running South 55° 42' 26" East
imit of construction, passing through Manhole
.32 feet along this course.

n of a larger tract or parcel of land standing
urence Millison as recorded in Liber MRF No.
of the Land Records of St. Mary's County,

ortion of Lots 42, 41, and 40 of Section 1,
rk, conveyed unto J. Laurence Millison from
eed dated 10/5/71, and recorded in Liber DBK
one of the Land Records of St. Mary's County,
ed by J.R.McCrone, Jr., Inc., Registered
rs and Land Surveyors, 2/24/75.

191

THE PERMANENT EASEMENT being a 20-foot wide strip of land, 10 feet to the right and 10 feet to the left of the above-described South 45° 21' 48" east 181.36 foot line and South 55° 42' 26" East 182.32 foot line.

FURTHER, the said party of the first part does hereby grant and convey unto the St. Mary's County Metropolitan Commission the right to use an 80-foot wide strip of land, 40 feet to the right and 40 feet to the left of the above-described South 45° 21' 48" East 181.36 foot line and South 55° 42' 26" East 182.32 foot line during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

PARCEL TWO: Beginning for the same at a point bearing, North 54° 52' 50" East 10 feet from a point bearing, North 33° 37' 10" West 299.72 feet from existing Manhole Number 61, said beginning point being referred to on a Sewer Profile Plan, prepared by J. R. McCrone, Jr., Inc., and dated 3/27/74, as Manhole Number 61-A; thence, leaving Manhole 61-A and passing through the lands of J. Laurence Millison as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRF No. 137, folio 220, North 54° 52' 50" East 182.64 feet to Manhole Number 61-B; thence, leaving said Manhole and running South 45° 21' 48" East 35.0 feet, more or less, to the Westerly outline of a tract or parcel of land standing in the name of Nick Manos as recorded among the above-mentioned Land Records in Liber DBK No. 164, folio 116.

BEING a portion of a larger tract or parcel of land standing in the name of J. Laurence Millison as recorded in Liber MRF No. 137, folio 220, one of the Land Records of St. Mary's County, Maryland, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, 2/24/75.

THE PERMANENT EASEMENT being a 20-foot wide strip of land, 10 feet to the right and 10 feet to the left of the above-described North 54° 52' 50" East 182.64 foot line and South 45° 21' 48" East 35.0 foot line.

FURTHER, the said party of the first part does hereby grant and convey unto the St. Mary's County Metropolitan Commission the right to use an 80-foot wide strip of land, 40 feet to the right and 40 feet to the left of the above described North 54° 52' 50" East 182.64 foot line and South 45° 21' 48" East 35.0 foot line, during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

AND, the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body public and corporate, its successors and assigns, shall have the right and privilege of entering upon the aforesaid lands, whenever it may be nedessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances thereto; provided,

however, that the groun shall be restored to the condition it was in anytime entry he under is made; and it is further agreed that no buildings or sil lar structures of any kind shall be erected in, on or over t said rights-of-way and permanent easements by any of the arties hereto, their heirs, personal representatives, success and assigns.

AS WITNESS the due execution hereof.

Witness:

(SEAL)
J. LAURENCE MILLISON

STATE OF MARYLAND, Count of St. Mary's, to-wit:

I HEREBY CERTIFY, hat on this 2 day of , 1975, before me, the sul scriber, a Notary Public for the State of Maryland in and for St. ary's County, personally appeared J. Laurence Millison, a he acknowledged the foregoing Deed of Easement and Agreement be his act.

AS WITNESS my han and Notarial Seal.

Notary Public.

My comm. expires: 7-1-77

BOOK 001 PAGE 194 TIME 11:00 A M.
DOROTHY BAILEY KUCHER, CLERK

JUL 14-75 * 22
JUL 14-75 A 22

THIS AGREEMENT, Made this 2nd day of July, 1975, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body public and corporate, hereinafter called "Commission", and J. LAURENCE MILLISON, hereinafter called "Developer".

WHEREAS, Commission is responsible for all water and sewer projects within the Pine Hill Run Sanitary District, and

WHEREAS, Developer is the owner of certain real property within said sanitary district requiring sewer service, which property is part of a tract or parcel of land as described in certain Deeds to the Developer which are recorded among the Land Records of St. Mary's County, Maryland, at Liber MRF No. 137, Folio 220, Liber MRF No. 139, Folio 492, and Liber DBK 171, Folio 466.

WHEREAS, in order to comply with regulations and requirements of the Maryland Department of Health and to implement the Comprehensive Water & Sewer Plan for St. Mary's County it is desirable to construct public sewer facilities to serve the property of Developer and others, and

WHEREAS, the Developer is willing to make a grant in aid of construction to the Commission in an amount equal to the toal cost of such construction, including the cost of plans, specifications, inspection and other administrative and engineering services,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Commission and the Developer agree as follows:

1. The Commission shall prepare bid documents, plans, specifications and shall advertise and secure bids on said project, and shall award a contract for the construction thereof to the lowest qualified bidder in accordance with its usual bid procedures.

2. Developer, upon the signing of this agreement, will pay to the Commission a sum equal to Ten Per Cent (10%) of the Engineer's estimate of the total cost of the project.

3. Upon awarding of the contract as aforesaid, the Developer will pay to the Commission the total cost of the project less the amount paid under Paragraph 2 above.

BOOK 001 PAGE 194

BOOK 001 PAGE 194

4. The Commission, upon acceptan
shall proceed immediately to have const
all reasonable speed, and will furnish
to insure timely completion of the work

5. Developer will furnish to th
the construction, a permanent and a cor
sewer facilities are to be laid.

6. All sewer lines and appurte
easement shall be the sole property of

7. The total cost of the consi
Commission shall be used as the "base
the Developer, such reimbursement to
monies are received by the Commissior
under the Health Hazard Abatement pro
for the construction of a larger sew
The specific construction covered by
application, and grants are normally
the actual cost of construction, an
made by the Commission on the same
Commission at a lower percentage of
will reimburse Developer at the lo
being applied to the "base figure"

8. Should the application
in Paragraph 7 above not result in
"Base figure" aforesaid, then and
figure" not reimbursed under Para
Developer for the following purpo
the sewer lateral lying within th
by Developer, as referred to in
hereto for reference), the Commi
may be paid by deducting same fr
be terminated should Developer
the aforesaid Liber MRF 137 Fol
DBK 171, Folio 466, and/or when

e of a qualified low bid as aforesaid,
ction commenced and completed with
l necessary supervision and inspection
n accordance with specifications.
Commission, prior to commencement of
truction easement within which said

nces thereto laid within said permanent
the Commission.
uction paid by the Developer to the
igure" for computing reimbursement to
made if, as and when certain grant
pursuant to its application for a grant
cam of the Maryland Department of Health
project known as "Project 11AS-(B)".
this agreement was included in said
ade on the basis of 87-1/2 per cent of
reimbursement to the Developer will be
sis; or, should the grant be made to the
construction cost, then the Commission
r percentage rate; all such percentages
foresaid.
the reimbursement provisions contained
return to the Developer of 100% of the
n that event any portion of said "base
aph 7 shall constitute a credit to the
only: - As each connection is made to
permanent easement granted to the Commission
ragraph 5 hereof, (copy of which is attached
ion's regular connection charges therefor
said credit. The use of said credit shall
ll or transfer the property described in
220, Liber MRF 139, Folio 492 and Liber
ll connections within the permanent easement

aforesaid have been made.

9. Upon completion of the project and commencement of the service to said property, Developer will pay to the Commission all applicable fees and charges of said Commission, including, but not limited to, connection charges, debt service assessments and service fees, as applicable.

10. In the event of a dispute between the parties as to the subject matter of this Agreement, it is mutually agreed that any such dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association upon the request of either party.

11. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

AS WITNESS the due execution hereof.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

John E. Fortenato

By: Francis E. Taylor

Witness:
Charles G. Moore

J. Laurence Millison (SEAL)
J. LAURENCE MILLISON, DEVELOPER

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared Francis E. Taylor, Acting Chairman of the ST. MARY'S COUNTY METROPOLITAN COMMISSION, whose name is signed to the foregoing to be his act and deed and the act and deed of the ST. MARY'S COUNTY METROPOLITAN COMMISSION by virtue of the powers duly vested in him to make and execute said Agreement.

AS WITNESS my hand and Notarial Seal.

Shirley M. Hardman
Notary Public

My Commission expires: 7-1-78

BOOK 001 PAGE 196

STATE OF MARYLAND, COUNTY OF ST. MA[illegible]S, to wit:

I HEREBY CERTIFY, that on this [illegible] 2 day of July, 1975, before me, a Notary Public of the afo[illegible]said County and State, personally appeared J. LAURENCE MILLISON, and he a[illegible]cnolwdged the aforesaid Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

[illegible] Marie Combs
Notar[illegible] Public

My Co[illegible]ission expires: 7-1-78

BOOK 001 PAG[illegible]97

BOOK 001 PAGE 197

THIS CONFIRMATORY DEED OF EASEMENT AND AGREEMENT, Made this 2nd day of April, in the year Nineteen Hundred and Seventy-five, between J. LAURENCE MILLISON, party of the first part, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, party of the second part.

WHEREAS, by Deed of Easement and Agreement dated October 18, 1974, and recorded among the Land Records of St. Mary's County, Maryland, in Metropolitan Commission Liber No. 1, folio 168, the party of the first part granted and conveyed to the party of the second part certain permanent and temporary construction easements as therein described, and

WHEREAS, subsequent to the execution of and the recording of the aforesaid Deed of Easement and Agreement it has become necessary to alter certain courses and distances in the description of said easements for the construction and maintenance of sewers, drains, water pipes and other public utilities and services in and across the land of the party of the first part, who is agreeable to such change and alteration.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys unto St. Mary's County Metropolitan Commission, a body public and corporate, its successors and assigns, the right to lay, construct, and maintain sewers, drains and water pipes in and through the land of the party of the first part, situate in the Eighth Election District of St. Mary's County, Maryland, said sewers, drains and water pipes to be laid in the rights-of-way which are described as follows:

PARCEL ONE: Beginning for the same at a point in the Northwesterly outline of a tract or parcel of land standing in the name of J. Laurence Millison as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRF No. 139, folio 492, said beginning point bearing South 45° 21' 48" East 111.0 feet, more or less, from Manhole Numbered 61-B as shown on a Sewer Profile Plan prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, dated 3/27/74; thence leaving the beginning point so fixed and running South 45° 21' 48" East 181.36 feet to Manhole Number 61-C; thence running South 55° 42' 26" East 182.32 feet to the limit of construction, passing through Manhole Numbered 61-D at 172.32 feet along this course.

BEING a portion of a larger tract or parcel of land standing in the name of J. Laurence Millison as recorded in Liber MRF No. 139, folio 492, one of the Land Records of St. Mary's County, Maryland.

BEING also a portion of Lots 42, 41, and 40 of Section 1, Block A, Patuxent Park, conveyed unto J. Laurence Millison from S.M.P.I., Inc., by Deed dated 10/5/71, and recorded in Liber DBK No. 171, folio 466, one of the Land Records of St. Mary's County, Maryland, as described by J.R.McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, 2/24/75.

THE PERMANENT EASEMENT being a 20-foot wide strip of land, 10 feet to the right and 10 feet to the left of the above-described South 45° 21' 48" east 181.36 foot line and South 55° 42' 26" East 182.32 foot line.

FURTHER, the said party of the first part does hereby grant and convey unto the St. Mary's County Metropolitan Commission the right to use an 80-foot wide strip of land, 40 feet to the right and 40 feet to the left of the above-described South 45° 21' 48" East 181.36 foot line and South 55° 42' 26" East 182.32 foot line during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

PARCEL TWO: Beginning for the same at a point bearing, North 54° 52' 50" East 10 feet from a point bearing, North 33° 37' 10" West 9.72 feet from existing Manhole Number 61, said beginning point being referred to on a Sewer Profile Plan, prepared by J. R. McCrone, Jr., Inc., and dated 3/27/74, as Manhole Number 61-A; thence, leaving Manhole 61-A and passing through the lands of J. Lawrence Millison as recorded among the Land Records of St. Mary's County, Maryland, in Liber MRF No. 137, folio 220, North 54° 52' 50" East 182.64 feet to Manhole Number 61-B; thence, leaving said Manhole and running South 45° 21' 48" East 35.0 feet, more or less, to the Westerly outline of a tract or parcel of land standing in the name of Nick Manos as recorded among the above-mentioned Land Records in Liber DBK No. 164, folio 116.

BEING a portion of a larger tract or parcel of land standing in the name of J. Lawrence Millison as recorded in Liber MRF No. 137, folio 220, one of the Land Records of St. Mary's County, Maryland, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, 2/24/75.

THE PERMANENT EASEMENT being a 20-foot wide strip of land, 10 feet to the right and 10 feet to the left of the above-described North 54° 52' 50" East 182.64 foot line and South 45° 21' 48" East 35.0 foot line.

FURTHER, the said party of the first part does hereby grant and convey unto the St. Mary's County Metropolitan Commission the right to use an 80-foot wide strip of land, 40 feet to the right and 40 feet to the left of the above described North 54° 52' 50" East 182.64 foot line and South 45° 21' 48" East 35.0 foot line, during the original construction of said utilities and appurtenances within the above-described easement for any and all purposes pertinent thereto.

AND, the party of the first part does hereby agree that St. Mary's County Metropolitan Commission, a body public and corporate, its successors and assigns, shall have the right and privilege of entering upon the aforesaid lands, whenever it may be nedessary, to make openings and excavations, and to lay, construct and maintain said public utilities and appurtenances thereto; provided,

however, that the ground shall be restored to the condition it was in anytime entry hereunder is made; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said rights-of-way and permanent easements by any of the parties hereto, their heirs, personal representatives, successors and assigns.

AS WITNESS the due execution hereof.

Witness:

J. LAURENCE MILLISON (SEAL)

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 2 day of July, 1975, before me, the subscriber, a Notary Public for the State of Maryland in and for St. Mary's County, personally appeared J. Laurence Millison, and he acknowledged the foregoing Deed of Easement and Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My comm. expires: 7-1-77

BOOK 001 PAGE 200

BOOK 001 PAGE 201 TIME 11:08A. M.

CLERK'S FEES RICHER, CLERK

JUL 14-75 * 22197 *******00
JUL 14-75 A 22197 *******00

A G R E E M E N T

THIS AGREEMENT, made this 4th day of June, 1975, by and between Charles F. Rausch, hereinafter referred to as Seller and St. Mary's County Metropolitan Commission, hereinafter referred to as Commission,

WITNESSETH:

Whereas Seller is the owner in fee of the property shown on the attached plat entitled "Easement Plat, Rausch Property", which property is in the Eighth Election District of St. Mary's County, Maryland, as described in a deed to the Seller from John F. Rue and Elizabeth D. Rue, his wife, dated December 1, 1970, and recorded among the Land Records of said County in Liber DBK No. 164, folio 298, and

Whereas the Commission desires to lay, construct and maintain a force (sewer) main in, under and across the land of the Seller aforesaid, and the Seller is willing to grant easements or rights-of-way to the Commission for such purpose;

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, Seller hereby covenants and agrees to convey by appropriate deed of easement to the Commission, its successors and assigns permanent and temporary construction easements, for the purposes aforesaid, within thirty (30) days after receipt of a written request therefor from the Commission, its successors or assigns, which easements are described as follows:

BEGINNING from the centerline of a at a point on the southwesterly boundary of a tract of land now or formerly belonging to Charles F. Rausch, recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK No. 164, folio 298, said point being distant South 21° 32' 54" East 298 feet from the end of the North 21° 32' 54" West 605.99 foot line of the aforesaid tract and running thence North 19° East 475 feet to the point of ending, said point being on the Southerly right-of-way line of Rue Purchase Road.

CFR 702

THE TEMPORARY CONSTRUCTION EASEMENT being a 60-foot wide strip of land located 30-feet to the right and 30-feet to the left of the above-described North 19° East 475-foot line, and

THE PERMANENT EASEMENT being a 20-foot wide strip of land located anywhere within the above described Temporary Construction Easement boundaries as shown on the attached plat and running from the be-

See Correction Liber #1

ginning of said easement on the southwesterly boundary of the aforesaid Charles F. Rausch land to a point of ending on the southerly right-of-way of Rue Purchase Road.

FURTHER, the Seller and Commission covenant and agree as follows·

1. That this agreement shall expire and become null and void upon the expiration of ~~twenty (20)~~ ten (10) CFR 7E2 years from the date hereof unless prior to such expiration the Commission shall request conveyance of the easements as above provided.

2. That the purchase price of the above-described easements to be paid by the Commission to the Seller shall be determined at the time of conveyance of such easements; shall be based upon the number of square feet in each of said easements and the temporary or permanent nature thereof, and upon appraisals by one or more certified real estate appraisers to be selected by agreement of the parties.

3. Seller shall retain ownership of all timber and other natural resources removed during construction of the aforesaid sewer main, and shall have the right to identify trees growing within the said easements which may not be removed during construction; provided, however, that this right shall not be used by the Seller to prevent construction of the sewer main nor to inhibit or interfere with the proper use at all times of the permanent easement.

4. The Commission agrees that after any entry upon the said land to construct, maintain or repair said force (sewer) main, it shall return the land to its original grade and shall leave the same in good condition and shall remove all construction and maintenance trash. The Commission agrees that during construction or maintenance of the sewer main it will not pollute the ground by any discharge of substances such as oil, grease, gasoline, mineral oil based materials, pesticides, defoliation and plant destroying chemicals, or sewage.

5. The Commission agrees that it or its agents, by insurance coverage or otherwise, shall protect the property and improvements thereon from damage by fire originating as the proximate cause of the negligence of it or workmen employed by it or its agents, including damages or legal costs incurred as a result of claim or claims by adjacent property owners against the Seller for damage by a fire or fires originating as aforesaid.

6. Seller shall not erect or construct a permanent structure or facilities, or any paved roadway, in, over or across the land included in said easements during the term of this agreement

7. This agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns and successors.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals the day and year first above written.

Charles F. Rausch
CHARLES F. RAUSCH

ST. MARY'S COUNTY METROPOLITAN COMMISSION

ATTEST:

John E. Fortunato
JOHN E. FORTUNATO
Secretary/Treasurer

BY: F. E. Taylor
F. E. TAYLOR
Acting Chairman

State of Maryland, County of St. Mary's, to wit:

I hereby certify that on this 10th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland, and in and for St. Mary's County, personally appeared Charles F. Rausch and acknowledged the above agreement to be his act and deed.

Witness my hand and notarial seal:

Shirley M. Hardman
NOTARY PUBLIC

My Commission Expires: 7-1-78

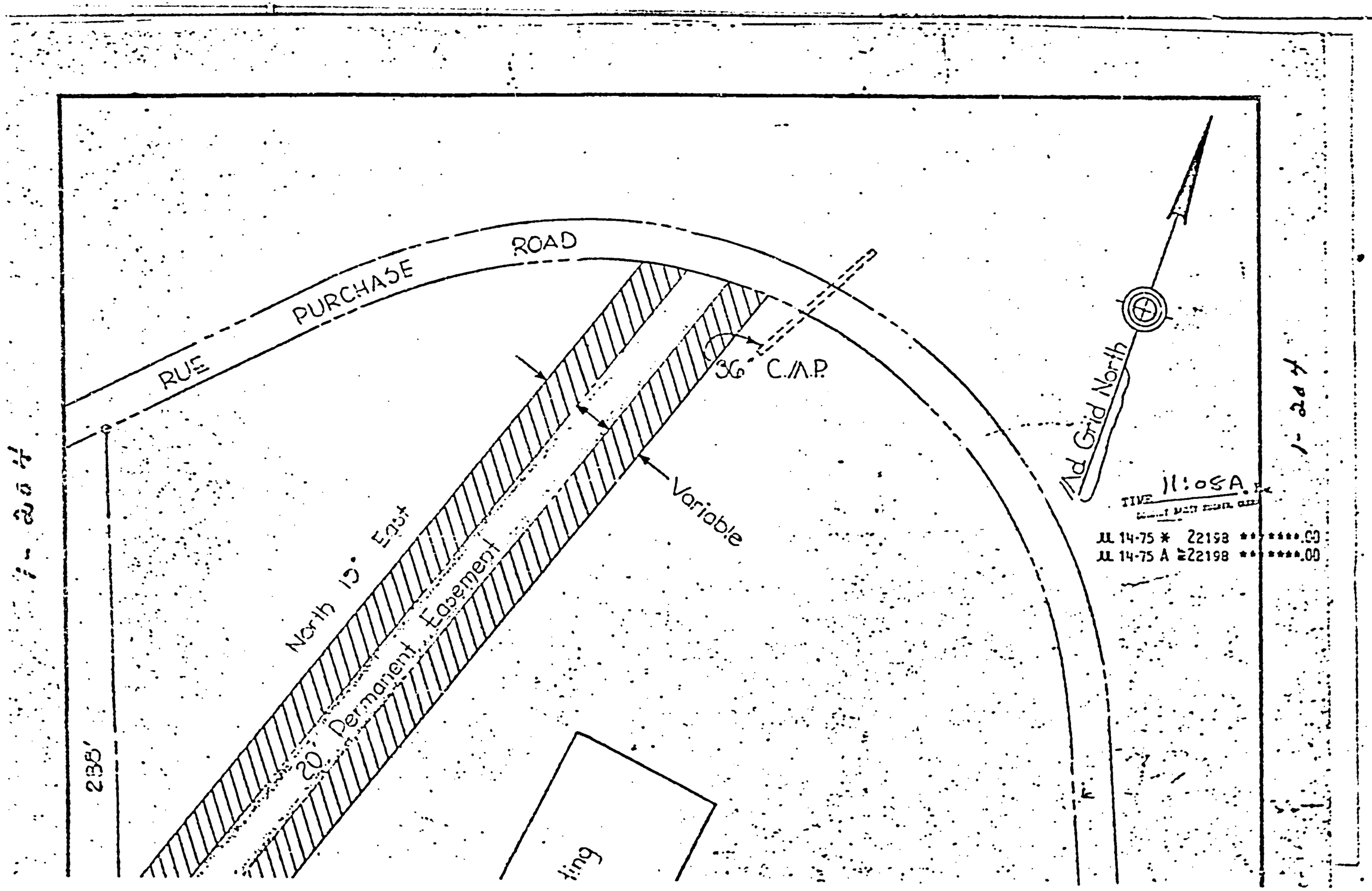
State of Maryland, County of St. Mary's, to wit:

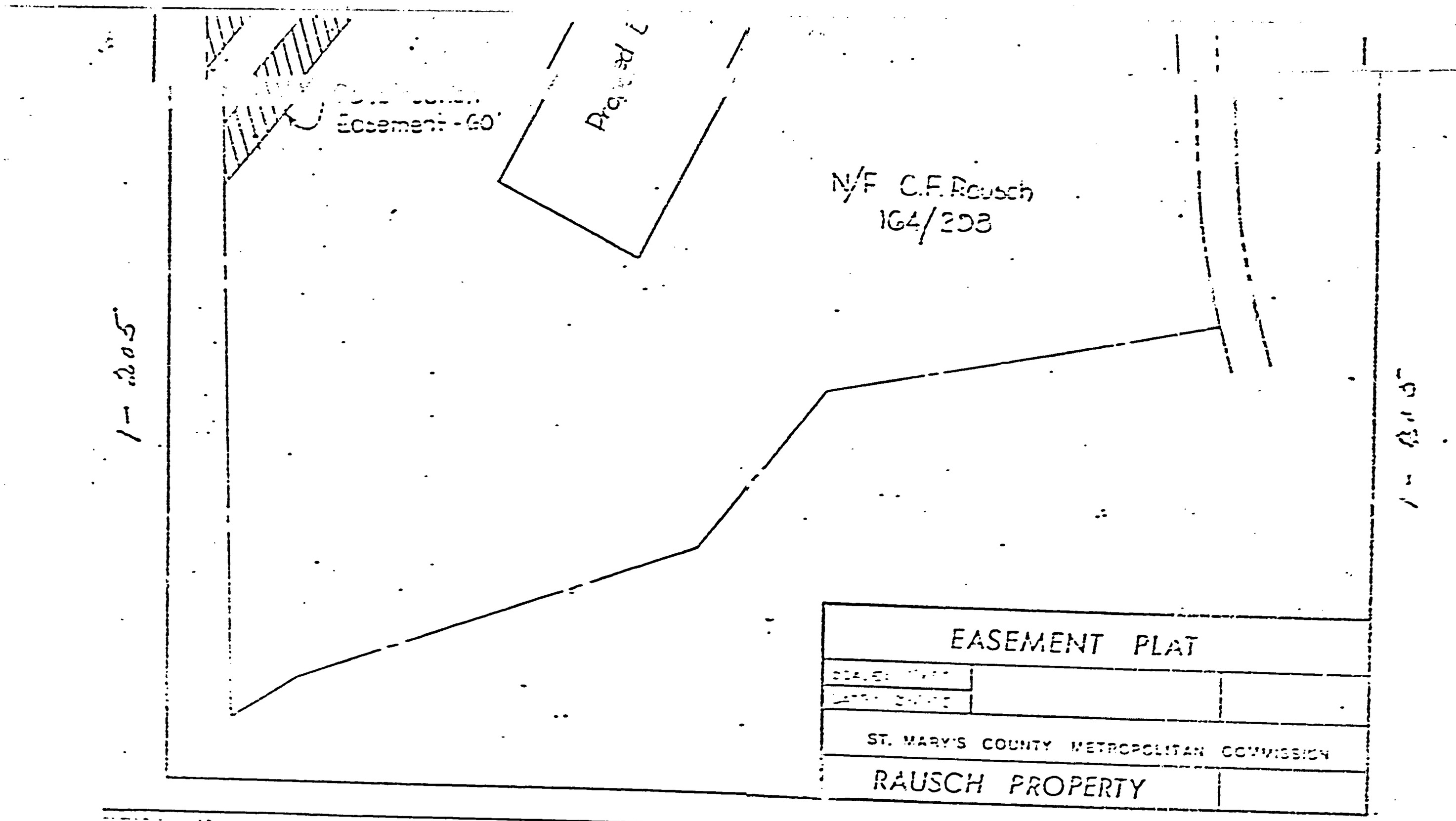
I hereby certify that on this 10th day of June, 1975, before me, the subscriber, a Notary Public of the State of Maryland in and for St. Mary's County, personally appeared F.E. Taylor, Acting Chairman of the St. Mary's County Metropolitan Commission, whose name is signed to the foregoing to be his act and deed and the act and deed of the St. Mary's County Metropolitan Commission and did execute said Agreement. by virtue of the powers duly vested in him to make and execute said Agreement.

Witness my hand and notarial seal:

Shirley M. Hardman
NOTARY PUBLIC

My Commission Expires 7-1-78


RUE PURCHASE ROAD
36" C.M.P.
Variable
North 15° East
20' Permanent Easement
Ad Grid North
TIME 11:05A
JL 14-75 * 22198 ********.00
JL 14-75 A 22198 ********.00
238'
1-204


Easement - 60'
N/F C.F. Rausch
164/208
1 - 205
EASEMENT PLAT
ST. MARY'S COUNTY METROPOLITAN COMMISSION
RAUSCH PROPERTY

LIBER 1 - FOLIO 206

TIME 2:26 P. M.
DOROTHY BAILEY, CLERK
NOV 18-75 * 28910 *******.00
NOV 18-75 A 28910 *******.00

THIS DEED OF EASEMENT AND AGREEMENT, Made this 9TH day of SEPTEMBER, 1975, by and between MAYJACK, INC., a body corporate of the State of Maryland, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, hereafter GRANTEE.

WHEREAS, the GRANTEE desires to construct and maintain public sewers, drains, water pipes and other public utilities and services in and across the land of the GRANTOR, hereinafter described, and GRANTOR is willing to grant such right;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said MAYJACK, INC. hereby grants and conveys unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns, easements or rights-of-way for the laying, construction, maintenance and repair or replacement of public sewers, drains, water pipes and other public utilities and services in, under, over, into and across the land of said GRANTOR, which land is described in a Deed from Willard B. Long, et ux., to MAYJACK, INC., dated March 20, 1974, and recorded among the Land Records of St. Mary's County, Maryland, in Liber D.B.K. No. 209, folio 119, which description is incorporated herein by reference as though recited in terms. Said easements or rights-of-way granted herein are particularly described as follows, that is to say:-

BEGINNING for the center line of a 20-foot permanent easement at a point in the northernmost right-of-way line (66' wide) of the former U. S. Government Railroad, said point being distant North 58 deg. 27 min. 37 sec. West 176.23 feet as now surveyed from the beginning of the North 53 deg. East 331.9-foot line as described in a deed between Ollen D. Barefoot and Willard B. Long, dated April 30, 1944, and recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG No. 19, folio 19, running thence North 27 deg. 27 min. 20 sec. East 216.13 feet, thence North 14 deg. 35 min. 44 sec. East 16.05 feet to a point of ending in the southernmost right-of-way line of Maryland State Route No. 235 as shown on State Roads Commission Right-of-way Plat No. 34249, said point of ending being Northwest 255 feet more or less from the point of intersection of said right-of-way line and the aforementioned North 53 deg. East 331.9-foot line.

The permanent easement being a 20-foot strip of land, 10 feet to the northwest and 10 feet to the southeast of the above-described North 27 deg. 27 min. 20 sec. East 216.16-foot and the North 14 deg. 35 min. 44 sec. East 16.05-foot lines. Containing 0.11 acres of land, more or less.

Bearings are referred to the meridian of the Maryland Coordinate System.

AND the said MAYJACK, INC. hereby grants unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, its successors and assigns the right and privilege of entering upon the aforesaid land whenever it may be necessary to make openings and excavations, and to lay, construct and thereafter to maintain and repair the aforesaid public utilities and appurtenances thereto; provided, however, that all land shall be restored to its original grade, and any openings in paved surfaces shall be suitably filled and resurfaced and all property so entered upon left in good condition;

and it is agreed that no building or structure of any kind shall be erected in, on or over the aforesaid permanent easement, nor any other use thereof shall be made by the within GRANTOR which interferes with the proper and continued use of said easement by the GRANTEE.

FURTHER, the said MAYJACK, INC. does hereby grant unto ST. MARY'S COUNT METROPOLITAN COMMISSION, a body corporate and public, in addition to the above permanent easement, the right to use a ten foot (10') wide strip of land southeast of, adjacent to, binding upon and paralleling the aforesaid permanent easement along its entire course, and a fifty foot (50') wide stri of land northwest of, adjacent to, binding upon and paralleling the aforesai permanent easement along its entire course, during the original laying and construction of said public utilities and appurtenances within said permanent easement for any and all purposes necessary, desirable and pertinent to said original construction.

WITNESS the corporate name of MAYJACK, INC., duly signed by John J. Daugherty, its President, and its corporate seal hereunto affixed, duly attested by Robert E. Dwyer, its Secretary, the day and year first above written.

ATTEST:

Secretary.

MAYJACK, INC.

By: John J. Daugherty

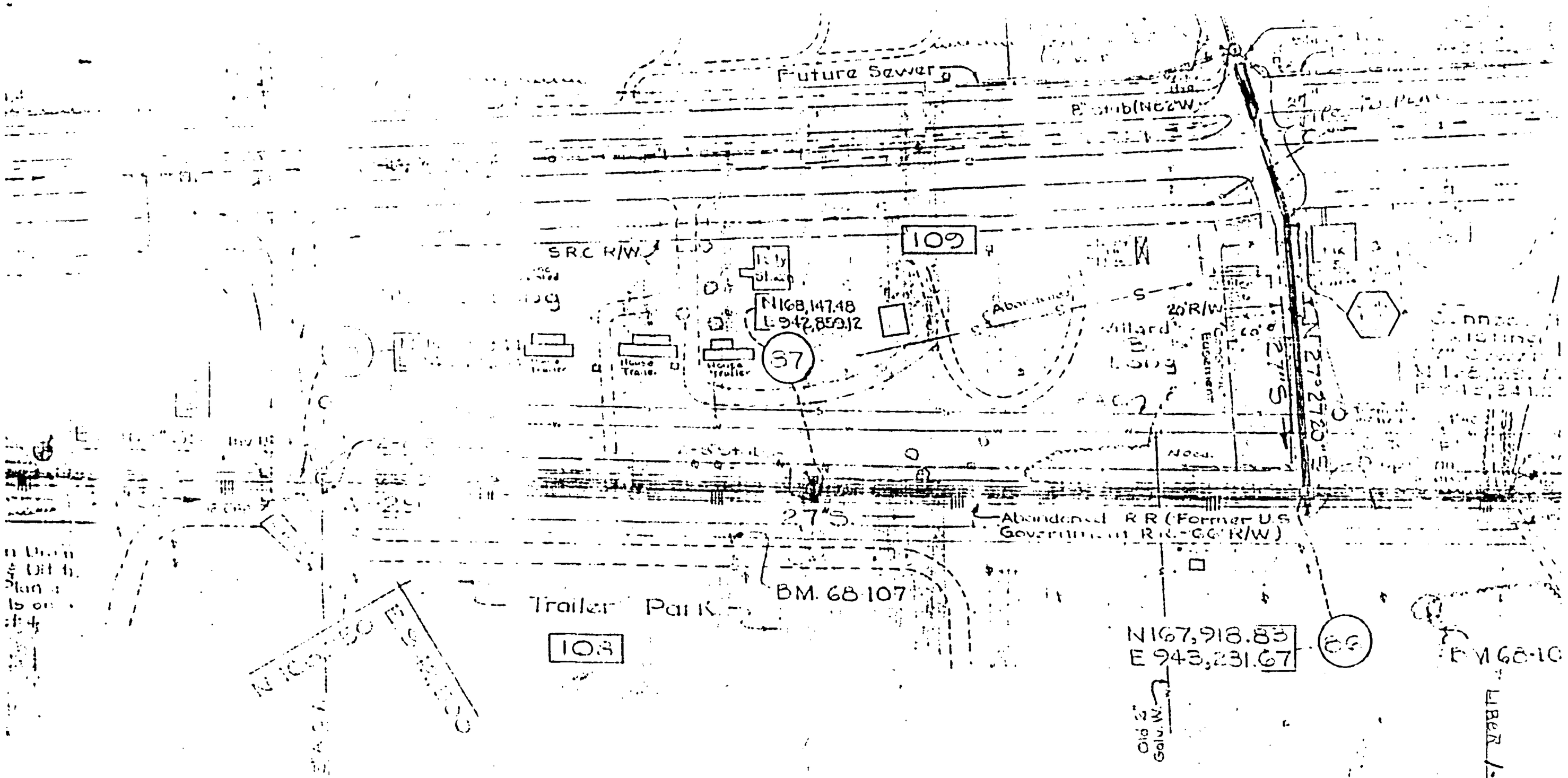
STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY That on this 4th day of September, 1975, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John J. Daugherty, who acknowledged himself to be President of MAYJACK, INC., a Maryland corporatio and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

WITNESS my hand and Notarial Seal.

Notary Public.

My commission expires: 7-1-75



Contractor will exercise caution in the work from Sta. 346+60 to 3[illegible] since underg[illegible] utilities may be present. (Ref. para 4-02)

BOOK 601 PAGE 209

14 A - M.

TIME

21169 *******.00

JAN -8-76 ➔ 21169 *******.00

JAN -8-76 A

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT by and between the ST. MARY'S [illegible]UNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and HUGH [illegible]TON, JR. and HENRY T. WARING and J & T HOMES, INC. hereinafter the "Develc[illegible]"

WHEREAS, the Commission is responsible for all water and s[illegible]rage projects in the Luckland Run Sanitary District, and

WHEREAS, the Developer is developing certain real property [illegible]hin the said sanitary district known and described as Birch Manor Subdivis[illegible], Mechanicsville, St. Mary's County, Maryland, Luckland Run Sanitary District [illegible] and

WHEREAS, the Developer seeks the approval of said Commissior [illegible]r the construction of water facilities necessary to the development of th[illegible] foresaid property, and

WHEREAS, preliminary plans for said water facilities have be[illegible] submitted to the Commission by the Developer.

NOW, THEREFORE, In consideration of said premises, it is agre[illegible] by the parties as follows:

FIRST: That no work in connection with construction of said [illegible]er facilities shall be commenced prior to the time the Commission has a[illegible]oved final plans and specifications for construction of said facilities o[illegible]y part thereof, and further that no work shall be commenced on said construc[illegible]n until and unless the Developer applies for and secures from the Commission [illegible]ermit authorizing such construction; said permit to contain such conditions [illegible] restrictions as may be imposed by the Commission.

SECOND: That the Developer shall build and construct said wat[illegible]facilities as applicable in accordance with the approved plans and specifica[illegible]ns, and any amendments thereto,submitted to and approved by the Commissior[illegible]nd shall comply with the provisions of the permit referred to above.

THIRD: That the Developer will make available the property bei[illegible]im-proved to the representatives of the Commission at all reasonable time[illegible]or the purpose of inspecting said facilities.

BOOK 601 PAGE 209

FOURTH: That upon completion and acceptance by the Commission, the Developer agrees to convey for the sum of One Dollar ($1.00) all of said facilities or any part thereof as may be requested by the Commission with the appropriate easements and rights-of-way to the Commission and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed transfer. Such facilities include but are not limited to the following:

1 - 10,000 gallon hydropneumatic tank
1 - 6" diameter well (#1) with submersible turbine pump
1 - 6" diameter well (#2) to be installed after 25 homes are connected to the water system.
1 - Pump house and related equipment, as shown on Lorenzi, Dodds & Gunnill drawings entitled "Birch Manor Well-Site" dated 4/11 and 4/18/74, revised 5/9/75, pages 2 and 3 inclusive.

including water mains, valves, fittings, fire hydrants, blow-offs, curb stops and appurtenances designed and constructed in accordance with the Commission's specifications, and as shown on Lorenzi, Dodds & Gunnill drawings entitled "Birch Manor" dated 11/24/73, latest revision 5/9/75, pages 1 - 9 , and conforming to the Comprehensive Water and Sewerage Plan of St. Mary's County.

FIFTH: That the Developer submit a statement to the Commission indicating his total costs to construct such facilities as have been approved and are to be deeded to the Commission pursuant to paragraph FOURTH above. That when such cost statement has been approved by the Commission, the approved amount shall constitute a credit to the Developer for the following purpose only: As each lot to be served by completed and approved facilities is connected to the water system, as applicable, the connection charge therefore may be paid by deducting same from the aforesaid credit. When all such lots have been connected, this arrangement shall terminate.

SIXTH: That no lot or tract within the project to be served by said water facilities shall be occupied or used for residential purposes, whether or not sold by the Developer to others, unless and until such time as said facilities have been completed in accordance with the aforesaid plans and specifications and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: That the Developer pay to the Commission such a reasonable fee or fees for review of the aforesaid plans and for inspections as may from

time to time be determined by the Commission, in addition to all applicab fees and charges of the said Commission including, but not limited to, connect charges, tap fees, front foot assessments, and service fees, as applicabl.

EIGHTH: In the event of a dispute between the parties as to the su ject matter of this Agreement, it is agreed that the dispute can be submi to arbitration pursuant to the rules of the American Arbitration Associat

NINTH: On or before the signing of this Agreement by the parties, Developer shall furnish a bond, bonds or other guarantees of performance, the form and with surety or sureties to be approved by the Commission and payable to the Commission, its successors and assigns in a sum or sums equ to the engineering estimate or estimates plus 10% for contingencies, or th amount of the contract prices whichever is higher; conditioned that the De pper shall well and truly perform and fulfill the covenants, conditions, stipul ons and terms of this Agreement, such bond or bonds to be and remain in force until such time as the aforesaid facilities have been constructed and inspe d by this Commission and are ready for public use.

TENTH: That this Agreement shall be binding on the heirs, successor and assigns of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 14th day of August, 1975.

ATTEST:

John E. Tolliver
Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

BY: Louis C. Bruchey
Chairman

ATTEST:

BY: Hugh A. Christy
Asst. Secretary

BY: Hugh A. Christy

BY:

BOOK "0" PAGE 212

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this [illegible] day of [illegible], 1975 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared LEWIS C. MERCHANT, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal:

[illegible]
Notary Public

My Commission expires: [illegible]

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1975 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared HUGH ALLSTON, JR. and HENRY T. WARING and HUGH ALLSTON, JR., President of J & T Homes, Inc., and that they acknowledged the aforegoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal:

Notary Public

My Commission expires: 7-1-78

BOOK "0" PAGE 212

FEB-9-76-A--22666

PUBLIC WORKS AGREEMENT

FEB-9-76 * 22666
FEB-9-76 A 22666

This Public Works Agreement, by and between the St. Mary's Sanitary Metropolitan Commission, hereinafter "Commission", and Lundeberg Maryland Seamanship School, Inc., hereinafter "Lundeberg", a non-profit Institution under the laws of the State of Maryland.

WHEREAS, the Commission is responsible for all water and sewer projects in St. Mary's County and in the Piney Point Sanitary District,

WHEREAS, Piney Point Water Company, Inc., Piney Point, Maryland hereinafter "Company", provided all water and sewage services to Lundeberg until such time as the Company was purchased and all authority and responsibility for water and sewage services were transferred to the Commission by Articles of Sale filed with the Maryland State Department of Assessment and Taxation on June 24, 1974, by authority of the Public Service Commission of the State of Maryland's ORDER NO.6762 dated July 24, 1974, recorded by Deed of transfer dated August 5, 1974and recorded among the land records of St Mary's County at Liber DBK 218 Folio 176 , and,

WHEREAS, Lundeberg has provided water which the Company has used to serve its customers,said water being derived from wells owned and maintained by Lundeberg on their own property, for the amount of $145.00 per month paid by the Company to Lundeberg, and,

WHEREAS, the Company in the past has billed Lundeberg for water and sewage services, in the amounts set forth in Exhibit A attached hereto and made a part hereof, and,

WHEREAS, Lundeberg has provided to the Company the services of their public works engineer, Mr. John Dotterer, in the approximate amount

LIBER 1- FOLIO 214

of one hour per day to maintain, service, and operate the water and sewerage systems of the Company, said services being billed directly, by monthly invoice to the Company, and,

WHEREAS, Lundeberg has provided chlorine and all other chemicals necessary for the proper operation and maintenance of the Company's water and sewerage systems, the cost of said chemicals for sewage service being billed directly, by monthly invoice, to the Company by Lundeberg, and, Lundeberg bearing the expense of chemicals for operation and maintenance of the water provided from Lundeberg wells, and,

WHEREAS, the parties hereto desire to enter into an interim agreement for the mutual benefit of both the Corporation and Lundeberg, to enable the Corporation to provide water and sewage services to the Place Point Sanitary District,

NOW, THEREFORE, [illegible] herein and in consideration of $1.00, paid by the Corporation to Lundeberg, receipt of which is hereby acknowledged, the parties agree as follows:

ONE: That Lundeberg hereby agrees to provide the Corporation with the water from the existing wells owned, operated and maintained by Lundeberg to enable the Corporation to serve the customers in the Place Point Sanitary District, said water to be provided by Lundeberg for use by the Corporation for customers in the area who were previously served by the wells, provided, however, that Lundeberg shall not be responsible or liable to the Corporation to provide said water in the event the wells, pumps, and other related facilities of Lundeberg should fail, be in disrepair, or incapacitated requiring and necessitating such short shut off in maintenance as distinguished from normal regular or scheduled Lundeberg shall not be obligated to make use of any [illegible] costing in excess of $200.00 in any one event.

Page 2 of 3

LIBER 1 FOLIO 215

In the event any new customers are connected to the water system the Commission shall pay to Lundeberg an additional $2.25 per mon for each additional unit served, provided, however, that no more than ten (10) units in excess of those now being served shall be connected or served under this agreement. A dwelling unit is defined as a single family residence comparable to those presently being served by the water system. Service to additional customers by the Commission shall be conditioned upon the fact tha said additional service may not exceed the capacity of the wells owned and operated by Lundeberg.

TWO That the Commission shall pay, on a monthly basis, a flat rate of $145.00 to Lundeberg for all water supplied to the Commission to serve present customers in the Piney Point Sanitary District. The Commission, in return, will provide all water service necessary for the use of Lundeberg and will provide all sewage service to Lundeberg based on the existing number of units as set forth in Exhibit A, attached hereto, to a rate of twelve ($12.00) dollars per unit, totaling three hundred and ninety-six dollars ($396.00) per month, said water and sewage services to be paid for monthly by Lundeberg to the Commission.

THREE Subject to the terms of Paragraph ONE of the agreement, Lundeberg shall hereafter operate and maintain all water wells, water lines, meters, chlorination facilities, pumps, valves, sewer lines, mains and pumping stations owned by and located on the property of Lundeberg. The Commission shall hereafter operate and maintain all water lines, meters, valves, fittings, wells, pumps, storage tanks, sewer lines, mains, manholes, pumping stations and sewage treatment facilities now owned and under the jurisdiction of the Commission in the Piney Point Sanitary District.

FOUR That Lundeberg shall continue to provide and bear the expense for chemicals used to treat water supplied by Lundeberg to the Commission under the terms of this agreement. That the Commission shall provide and bear the expense for chemicals used to treat sewage at Commission facilities.

FIVE That Lundeberg will make available the premises of Lundeberg Maryland Seamanship School, Inc. to representatives of the Commission at all reasonable times for their inspection and any necessary testing of Lundeberg's water and sewerage facilities in order to assure that the operation and maintenance of said facilities are in accordance with the regulations and specifications of the Commission. Lundeberg hereby agrees to conform and abide by all regulations and specifications of the Commission with respect to water and sewerage facilities, provided that Lundeberg cannot be compelled to spend in excess of $200.00 per year for any repairs, replacements, modifications or changes to its existing facilities.

SIX That in the event of a dispute between the parties as to the subject of this agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association.

SEVEN That this agreement shall be binding on the successors and assigns of the parties hereto.

EIGHT That this agreement shall take effect and begin October 1, 1974 and shall remain in force and active until such time as the Commission develops and/or secures its own independent primary source of water within the Piney Point Sanitary District to the extent that the Commission will then be able to provide an adequate supply of water for both Lundeberg and other customers of the Commission then being served within said Piney Point Sanitary District. At such

time as the Commission secures or develops its own, independent supply of water, the Commission shall give thirty (30) days notice to Lundeberg of its intent to terminate this agreement and at such time as notice is given and the appropriate time of notice has expired, this agreement shall cease to be in force and no longer be effective as to any one all terms of the agreement.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO, THIS 21st DAY OF January, 1976.

ATTEST:

Harry H. Hurst

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: (SEAL)
Chairman

ATTEST:

(Witness)

LUNDEBERG MARYLAND SEAMANSHIP SCHOOL, INC.

By. (SEAL)

EXHIBIT A

DESCRIPTION OF UNIT SERVED	EQUIVALANT UNITS	NO. OF UNITS SERVED	MO. SEWER & WATER CHARGES
Barracks	2	8	$192.00
Barracks	1	1	12.00
Motel	2	2	48.00
One Unit Anchor Room, Galley and Motel Lobby	2	1	24.00
Recretion Bldg.	1	1	12.00
Cafeteria	1	1	12.00
[illegible] and Barge	1	[illegible]	12.00
Barge (Campus Shop)	1	1	12.00
Barge (Dormitory)	1	1	12.00
Town Hall	1	1	12.00
Big Red	1	1	12.00
Vessel (Dontius)	1	1	12.00
Classroom Vessel (Zimmerman)	2		24.00
			$396.00 TOTAL

LIBER 1 FOLIO 219

TIME 3:47 P. M.
DOROTHY BAILEY KUCHER, CLERK
MAY 25-76 * 27602 ********.00
MAY 25-76 A 27602 ********.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, hereinafter the "Commission" and PARAGON BUILDERS, INC., a body corporate of the State of Maryland, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Pine Hill Run Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as "WILDEWOOD SUBDIVISION" and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County, or their duly appointed agent, and,

WHEREAS, plans for the facilities in Phase I of the said real property development, as set forth in Schedule "A" of this agreement hereinafter referred to, which plans have been reviewed by the Commission and will be approved formally upon the signing of this Public Works Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

1. The Commission shall, within a reasonable time subsequent to the execution of this agreement, formally approve the plans submitted to it by the Developer covering Phase I of the facilities as referred to in Schedule "A" which is attached hereto and made a part hereof, and shall issue to the Developer a permit for the said Phase I construction, upon receipt of which permit the Developer may thereupon begin construction of the said facilities designated as Phase I in the aforesaid Schedule "A".

2. Developer shall design and submit to the Commission plans and specifications of facilities for Phase II and Phases III, IV and V, as set forth on Schedule "A", for which Developer may hereafter seek a construction permit, all in accordance with then applicable St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other rules, regulations, directives or special instructions issued by the Commission or by State and Federal Governments through their respective agencies.

3. The approval of the water schematic set forth in the above-mentioned Concept Plan shall govern all Phases of the development as to location, pipe sizes and capacities of the various system components; provided,however, that should Developer increase requirements for water service in any Phase, then such increased requirements shall govern and all plans, specification and construction must accommodate the changed requirements, if approved by the Commission, all at the sole expense of the Developer. If the Commission requires changes in the size of lines or the capacities of various components of the system over and above those indicated in the water schematic as now approved, then it is understood and agreed that the Commission shall bear any increased cost of such changes insofar as the changes result in any demonstrable increase over and above the costs of the originally approved facilities. Developer agrees to make available,upon request, to the Commission all cost information relating to any such changes which may result in increased costs.

4. The Developer shall submit a statement to be included as exhibit "A" of this document, heretofore referred to, setting forth the facilities to be constructed, a proposed phasing for the construction of said facilities, and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

5. On or before the signing of this agreement, or prior to the issuance of a permit by the Commission authorizing construction of facilities, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns, in a sum equal to the aforesaid engineering estimate for the cost of construction of the facilities covered by the permit aforesaid, plus ten per cent for contingencies, or the amount of the contract price, whichever is higher, conditioned that the developer shall well and truly complete the construction of the facilities in any designated phase or phases covered by the Commission's construction permit, in accordance with the terms and conditions of this agreement. Said bond or bonds shall remain in force until the facilities for the phase or phases of construction covered by said permit have been completed, inspected, approved and accepted by the Commission. It is understood and agreed that no permit will be issued by the Commission for any designated phase or phases of construction unless and until a proper bond is furnished in accordance with this Agreement. It is further understood between the parties hereto that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds, may be approved by the Commission to carry out the purposes of this paragraph.

6. The Developer shall pay to the Commission the applicable fees, charges and assessments currently in effect and established by the Commission on the due date or dates thereof, including review fees, connection charges, tap fees, ready to serve charges and service charges as and when incurred.

7. The Developer shall construct all of the facilities set forth in Exhibit "A" of this document according to the schedule and in the phase or phases of construction indicated therein, and that in the case of a multi-phased project, no phase beyond the first shall be commenced unless the facilities being constructed under all previous phases have been inspected by the Commission and found by it to be in full compliance with approved plans and specifications.

8. The Developer shall construct the facilities for each phase in accordance with final approved plans and specifications and any amendments thereto submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission shall have approved said final plans and specifications and the Developer has applied for and received from the Commission a permit authorizing such construction.

9. The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

10. Upon completion and approval by the Commission of the facilities as set forth in Paragraph 2 above, the Developer, as and when requested so to do by the Commission and pursuant to Resolutions adopted by the County Commissioners of St. Mary's County, agrees to convey all of the facilities, with appropriate sites, easements and rights-of-way, to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyance. It is agreed that, irrespective of completion of the transfer of facilities as required above, the Commission will commence operation of the facilities within thirty days of their approval.

11. The Developer shall submit a statement to the Commission upon completion of each phase of the facilities as established in Paragraph 2 hereof, indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to Paragraph 10 above. When such cost statement has been reviewed and approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

12. No premises within the project to be connected to the facilities shall be occupied or used for any purposes, whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected and approved by the Commission and the Developer so notified in writing by the Commission. It is understood and agreed that the Developer shall, in writing, notify the Commission when all facilities covered by a construction permit have been completed; that the Commission, within thirty (30) days from the receipt of said notice shall, likewise in writing, either approve said facilities or reject the same, specifying the reasons for said rejection. If, at the end of said thirty (30) day period, the Commission has neither approved or rejected the said facilities and so notified the Developer, then the foregoing restriction on occupancy and use shall not apply. Upon a rejection of said facilities, the Developer shall immediately proceed to correct any deficiencies, again notify the Commission and the foregoing provisions shall again be followed by the parties.

13. This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

14. In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

WITNESS the hands and seals of the parties hereto this 18 day of May, 1976.

ATTEST:

Harry G. Keist
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Dayhoff
Acting Chairman.

ATTEST:

Edward A. Watts, Jr.
Secretary

PARAGON BUILDERS, INC.

By: Leland H. Beck
President.

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY That on this 18 day of May, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis C. Taylor Acting Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act of the said Commission.

WITNESS my hand and Notarial Seal.

Susan S. Greene
Notary Public.

My commission expires July 1, 1978.

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY That on this 14 day of May, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard H. Breck, who acknowledged himself to be President of Paragon Builders, Inc., a Maryland corporation, and that he, as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

WITNESS my hand and Notarial Seal.

Susan S. Greene
Notary Public.

My commission expires July 1, 1978.

WITNESS my hand and Notarial Seal.

Susan S. Greene
Notary Public.

My commission expires July 1, 1978.

LIBER 1 FOLIO 229

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Wildewood Total No. of Phases: 5

Developer: Paragon Builders, Inc.

PHASE I

PLAT REF.: Section I, Plat I NO. OF LOTS TO BE SERVED: 22

PROJECTED CONST. START DATE: May 15, 1976

PROJECTED CONST. COMPLETION DATE: July, 1977

FACILITIES TO BE CONSTRUCTED:* Well #1 (8") pump house, hydropneumatic tank and distribution system for 22 units as approved (excepting the tie main in Wildewood Parkway 460' (approximately) to the future planned County mains on St. Andrews Church Road. See Phase V below.)

PHASE II

PLAT REF.: NO. OF LOTS TO BE SERVED: 28

PROJECTED CONST. START DATE: June, 1977

PROJECT CONST. COMPLETION DATE: July, 1978

FACILITIES TO BE CONSTRUCTED:* Distribution system for 28 units.

PHASE III

PLAT REF.: NO. OF LOTS TO BE SERVED: 22

PROJECTED CONST. START DATE: June, 1978

PROJECTED CONST. COMPLETION DATE: July, 1979

FACILITIES TO BE CONSTRUCTED:* Well #2 and distribution systems for 22 units.

PHASE IV

PLAT REF.: NO. OF LOTS TO BE SERVED: 22

PROJECTED CONST. START DATE: June, 1979

PROJECTED CONST. COMPLETION DATE: July, 1980

FACILITIES TO BE CONSTRUCTED:* Distribution system for 22 units.

Libra 1 Folio 224

PHASE V

PLAT REF.:

NO OF LOTS TO BE SERVED: 20

PROJECTED CONST. START DATE: June, 1980

PROJECTED CONST. COMPLETION DATE: July, 1981

FACILITIES TO BE CONSTRUCTED: Distribution for 20 units, and the foregoing 460' tie main to the proposed water main in St. Andrews Church Road; provided, however, that this tie main shall be constructed by Developer during any one of the above earlier Phases if requested so to do by the Commission upon the decision to construct a main water line in St Andrews Church Road. JEJ 6/15

* The facilities listed also include FOR WATER PUMPING STATIONS; wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, stand-pipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to those facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission JEJ
(Initials)

Fairacre Builders, Inc

Develop : By PHC
(Initials)

Del to St Mary's County Metropolitan Comm. 6-15-76 DOROTHY BAILEY, KROGER, CLERK

LIBER 001 PAGE 224-A

REVISED PHASE II - WILDEWOOD SUBDIVISION
Amendment to Public Works Agreement dated May 18, 1976

PLAT REF.: Section 1, Plats 2 & 3
Section 2

NO. OF LOTS TO BE SERVED: 35

PROJECTED CONST. START DATE: June 1977

PROJECTED CONST. COMPLETION DATE: July, 1978

FACILITIES TO BE CONSTRUCTED: Distribution system for 35 units.

TIME 1:01 P. M.
MARY R. DELL, CLERK
ST. MARY'S CO.
JUL -6-77 * 26604 *******.00
JUL -6-77 A 26604 *******.00

Commission: E.C.J
(Initials)

Developer: Edward Gillett
(Initials)

Page 224

Met Comm original

LIBER 001 PAGE 225

12:14 P. M.
DOROTHY BAILEY MUCHER, CLERK

JUN 10-76 * 28358 *******.00
JUN 10-76 A 28358 *******.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and COUNTRY LAKES, a Maryland Partnership, Benjamin H. Burroughs, Jr., General Partner, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Luckland Run Sanitary District No. 1 ~~Sanitary District~~, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Country Lakes Subdivision, located upon property described in a deed dated Jan. 18, 1956 and recorded in Liber CBG No. 61, folio 201, and in a deed dated March 24, 1958, recorded in Liber CBG No. 73, folio 469, conveying ~~xxxx~~ said property to Southern Maryland Industries, Inc. (Recording references are to the Land Records of St. Mary's County), and

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being under-

stood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission such fees, charges and assessments as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges and service charges, as applicable.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: The Developer shall submit a statement to the Commission, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to paragraph EIGHTH above. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

ELEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

TWELFTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

THIRTEENTH: SPECIAL CONDITIONS: (1) Inspection fees referred to in Par. Fourth, are agreed to be 3% of developers engineers costs which are $185,000.00 for phase I, $110,000.00 for phase II, and $100,000.00 for phase III; it being understood and agreed that the water storage tank (elevated tank) costs are not subject to said inspection fees. (2) The Commission agrees to accept each portion of the facilities as they are completed by the developer, and to accept title for each portion within five days after the Commission has finally approved each portion.

WITNESS the hands and seals of the parties hereto, this 4th day of June, 1976.

ATTEST:

Harry G. Kirk
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Francis E. Taylor
Acting Chairman

ATTEST:

COUNTRY LAKES, A MARYLAND PARTNERSHIP

By Benjamin H. Burroughs Jr.
Benjamin H. Burroughs, Jr.,
General Partner

By E. Elliott Bennett Jr.

By Benjamin F Gilbert

LIBER 031 PAGE 228

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Country Lakes TOTAL NO. OF PHASES: 3

DEVELOPER: Country Lakes, a Maryland Partnership, Benjamin H. Burroughs, Jr., General Partner

PHASE I

PLAT REF.: # OF LOTS TO BE SERVED: 100

PROJECTED CONST. START DATE: 6/15/76 PROJECTED CONST. COMPLETION DATE: 6/15/78

FACILITIES TO BE CONSTRUCTED*: Water system for subdivision per developers engineers plans heretofore submitted by Greenhorne & O'Mara, 2 wells at 120 gpm (total) & water pumping station with 6000 gal. hydropneumatic tank & adequate ground storage tank, transfer pumps at 450 gpm and distribution system for 100 lots.

PHASE II

PLAT REF.: # OF LOTS TO BE SERVED: 100

PROJECTED CONST. START DATE: 6/15/78 PROJECTED CONST. COMPLETION DATE: 6/15/80

FACILITIES TO BE CONSTRUCTED*: General ground storage and transferpumps at 200 gpm with distribution system serving the additional 100 lots in phase 2 per plans submitted by developers engineer, Greenhorne & O'Mara.

PHASE III

PLAT REF.: # OF LOTS TO BE SERVED: 90

PROJECTED CONST. START DATE: 6/15/80 PROJECTED CONST. COMPLETION DATE: 6/15/82

FACILITIES TO BE CONSTRUCTED*: Ground storage and transfer pumps at 200 gpm with distribution system serving the remaining lots of section 1 of Country Lakes, as per plans submitted by developers engineers, Greenhorne & O'Mara.

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: JEO
(Initials)

Developer: BHB
(Initials)

LIBER 001 FOLIO 229

FILED 11:01 A.M.
JUL 13-76 * 29849 ********.00
JUL 13-76 A 29849 ********.00

ST. MARY'S COUNTY METROPOLITAN COMMISSION

RESOLUTION

WHEREAS, the St. Mary's County Metropolitan Commission, hereinafter referred to as "Commission", a body politic and corporate, was established under and is governed by the Public Local Laws of St. Mary's County (being Article 19 of the Public Local Laws of Maryland), Sections 157, et seq., as amended, and is empowered to do any and all corporate acts for the purpose of carrying out the applicable provisions of said Public Local Laws, and;

WHEREAS, the Commission has received projected financial statements for Fiscal Year 1977; and, based on projected revenues and expenditures, the Commission will incur an operating deficit in both the Sewer Division and the Water Division, in its Pine Hill Run Sanitary District, and;

WHEREAS, the Commission, for the purpose of providing funds for maintaining, repairing and operating its water supply and sewerage systems, for line extensions of them, for its administrative and other expenses, and for interest on and the retirement of bonds, is empowered pursuant to Section 169 of the aforesaid Public Local Laws, as amended, to make service rates as it deems necessary on water lines and sewers, chargeable against all properties having a connection with any water pipe or sewer pipe under its supervision or ownership, and;

WHEREAS, the Commission has determined that it is necessary and desirable to exercise its powers under the aforesaid Public Local Laws, as amended, to modify its existing service rates in order to avoid a financial deficit, and;

WHEREAS, the Commission has made a decision and has given notice of the proposed service rates and charges in one (1) newspaper of general circulation in St. Mary's County for one (1) week, and;

WHEREAS, the Commission thereafter on June 17, 1976 conducted a public hearing on the necessity and advisability of the proposed service rates and charges;

NOW, THEREFORE, BE IT RESOLVED, on this 8 day of July, 1976, that the St. Mary's County Metropolitan Commission hereby establishes and adopts the following service rates and charges for its Pine Hill Run Sanitary District to be effective beginning on July 1, 1976 and continuing thereafter:

Water: Non-Metered	Per Quarter
Trailer	$10.80 Per EDU
Apartment	12.60 Per EDU
Individual Home	14.40 Per EDU
Other	14.40 Per EDU

Water: Metered	Per Quarter
Per Thousand Gal. for first 18,000 Gal.	.60
Per Thousand Gal. for excess of 18,000 Gal.	.57
Minimum Water Service Charge on less than 1-1/2 meter	10.80

Sewer	Per Quarter
Trailer	10.00 Per EDU
All Others	12.50 Per EDU

Attest:

Mary G. Krist
Secretary-Treasurer

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Francis E. Taylor

Edward M. LeFaivre

Francis E. Taylor

Attorney W. Snowden

Leonard McAllister

Examined for Legal Sufficiency

By: Charles W. Mander
Charles W. Mander, Esq.
Commission Attorney

LIBER 001 PAGE 231

RECORDED - 11:08A. M.
[illegible] KNOTTS, CLERK
JUL 13-76 * 29850 *******.00
JUL 13-76 A 29850 *******.00

ST. MARY'S COUNTY METROPOLITAN COMMISSION

RESOLUTION

WHEREAS, the St. Mary's County Metropolitan Commission, hereinafter referred to as "Commission", a body politic and corporate, was established under and is governed by the Public Local Laws of St. Mary's County (being Article 19 of the Public Local Laws of Maryland), Sections 157, et seq., as amended, and is empowered to do any and all corporate acts for the purpose of carrying out the applicable provisions of said Public Local Laws, and;

WHEREAS, the Commission has received projected financial statements for Fiscal Year 1977; and, based on projected revenues and expenditures, the Commission will incur an operating deficit in both the Sewer Division and the Water Division, in its Piney Point Sanitary District, and;

WHEREAS, the Commission, for the purpose of providing funds for maintaining, repairing and operating its water supply and sewerage systems, for line extensions of them, for its administrative and other expenses, and for interest on and the retirement of bonds, is empowered pursuant to Section 169 of the aforesaid Public Local Laws, as amended, to make service rates as it deems necessary on water lines and sewers, chargeable against all properties having a connection with any water pipe or sewer pipe under its supervision or ownership, and;

WHEREAS, the Commission has determined that it is necessary and desirable to exercise its powers under the aforesaid Public Local Laws, as amended, to modify its existing service rates in order to avoid a financial deficit, and;

WHEREAS, the Commission has made a decision and has given notice of the proposed service rates and charges in one (1)

newspaper of general circulation in St. Mary's County for one (1) week, and;

WHEREAS, the Commission thereafter on June 21, 1976 conducted a public hearing on the necessity and advisability of the proposed service rates and charges;

NOW THERFORE, BE IT RESOLVED, on this 8th day of July, 1976, that the St. Mary's County Metropolitan Commission hereby establishes and adopts the following service rates and charges for its Piney Point Sanitary District to be effective beginning on July 1, 1976 and continuing thereafter:

Water Service Charges: Per Quarter:	$24.00 Per EDU
Sewer Service Charges: Per Quarter:	$24.00 Per EDU

Attest:

Mary G. Keir

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Edward N. Fenwick

Edward N. Fabrizio

Francis E. Taylor

Clarence C. Dunbar

Examined for Legal Sufficiency

By: Charles W. Mander
Charles W. Mander, Esq.
Commission Attorney

LIBER 001 PAGE 233

AUG 19-76 * 21715 *******.00
AUG 19-76 A 21715 *******.00

TIME 12:48 P. M.
[illegible] CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and ST. MARY'S INDUSTRIAL PARK, INC., Joseph S. Mattingly, President, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Pine Hill Run Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as St. Mary's Industrial Park, Inc., and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission such applicable fees, charges and assessments as may be established by the Commission from time to time within said Sanitary District; provided, however, that no connection charges or tap fees shall be assessed against the Developer or any succeeding individual lot owner as to any lot or lots to which the Developer has installed the main pipeline and the lateral connection, without cost to the Commission and in accordance with this Agreement; provided further, that

benefit (debt service) charges shall not be assessed by the Commission against the Developer against any lot or lots within the said St. Mary's Industrial Park until either of the following occurs, that is:

1. The water system and appurtenances constructed by Developer to serve St. Mary's Industrial Park is connected to and becomes, therefore, an integral part of the Commission's water facilities serving Pine Hill Run Sanitary District, or,

2. Any such individual lot or lots have been developed; that is, the ultimate use of said lot or lots has been established either by the Developer or its successors and assigns and the Commission, based on the use of the same has formally classified the lot or lots in accordance with the Code of Public Local Laws of St. Mary's County, Maryland, Secs. 157, et seq., as amended.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: The Developer shall submit a statement to the Commission, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to paragraph EIGHTH above. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

ELEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

TWELFTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

THIRTEENTH: SPECIAL CONDITIONS: None

WITNESS the hands and seals of the parties hereto, this 16th day of August, 1976.

ATTEST:

Steven T. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Francis E. Taylor
Chairman

ATTEST:

ST. MARY'S INDUSTRIAL PARK, INC.,

Joseph S. Mattingly
Joseph S. Mattingly, President

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 16th day of August, 1976 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared
Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's county Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Jacqueline M. Gonzalez
Notary Public

My Comm. expires: 7-1-78

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, that on this 27th day of July, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH S. MATTINGLY, President of ST. MARY'S INDUSTRIAL PARK, INC., and he acknowledged the foregoing Public Works Agreement to be his act as President of St. Mary's Industrial Park, Inc.

WITNESS my hand and Notarial Seal.

Susan E. Keene
Notary Public

My Comm. expires: 7-1-78

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: ST. MARY'S INDUSTRIAL PARK, INC. TOTAL NO. OF PHASES: 4

DEVELOPER: Josehp S. Mattingly

PHASE I

PLAT REF.: Larry Day & Associates, Sec. 1 # OF LOTS TO BE SERVED: 25

PROJECTED CONST. START DATE: Aug. 1976 PROJECTED CONST. COMPLETION DATE:Nov.1976

FACILITIES TO BE CONSTRUCTED*: 25 connections, well, wellsite, pumphouse,

PHASE II

PLAT REF.: Larry Day & Associates, Sec. 2 # OF LOTS TO BE SERVED: 10 to 12

PROJECTED CONST. START DATE:Nov. 1976 PROJECTED CONST. COMPLETION DATE:Feb.1977

FACILITIES TO BE CONSTRUCTED*: Lines and hydrants also 10 connections, storage (100,000 gal.) tank should be completed under this Phase.

PHASE III

PLAT REF.: Larry Day & Associates, Sec. 2 # OF LOTS TO BE SERVED:

PROJECTED CONST. START DATE: Feb. 1977 PROJECTED CONST. COMPLETION DATE:Aug.1977

FACILITIES TO BE CONSTRUCTED*: Lines and hydrants, also 10 connections

INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY

* The facilities listed also include for Water Pumping Stations: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; For Water Storage Tanks: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; For Distribution Systems: mains, fire hydrants, valves and valve boxes, fittings, blow offs. water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: _____ (Initials)

Developer: _____ (Initials)

LIBER 001 FACE 237

AUG 19-76 * 21716 *******.00
AUG 19-76 A 21716 *******.00

AGREEMENT TO AMDEND PUBLIC WORKS AGREEMENT
AND TO SUBSTITUTE A PARTY

A G R E E M E N T, Made this 16th day of August, 1976, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and public, hereinafter COMMISSION; IMBRES-BURNETTE CORPORATION, a Maryland corporation, hereinafter IMBRES, and F. D. F., INC., a Maryland corporation, hereinafter FDF.

WHEREAS, a Public Works Agreement was entered into between COMMISSION and IMBRES on July 27, 1973, which Public Works Agreement is recorded among the Land Records of St. Mary's County, Maryland, in Metropolitan Commission Liber No. 1, folio 113, and

WHEREAS, for reasons beyond the control of IMBRES, none of the development of the real property referred to in the aforesaid Agreement as "Southgate Park" has been commenced as planned and as contemplated by the said Agreement, and said real property is now unimproved real estate, and

WHEREAS, the parties hereto desire that IMBRES be released from the contract contained in said Public Works Agreement and COMMISSION has agreed to release and discharge IMBRES therefrom upon the terms that FDF hereby undertakes to perform said contract and to be bound by its terms as amended hereinafter;

IT IS AGREED AS FOLLOWS:

1. Paragraph Ninth of the aforesaid Public Works Agreement is hereby deleted and the following language substituted therefor:

> NINTH: That the Developer, F.D.F., Inc., agrees to pay to COMMISSION, as billed, the annual front foot benefit charges established for the Pine Hill Run Sanitary District pursuant to Section 427A of Article 43 of the Annotated Code of Maryland, or the Code of Public Local Laws of St. Mary's County, as the case may be, or any additions or amendments thereto.

2. Said front foot benefit charges for water shall be based on 1166 feet of frontage at 40¢ per foot per year, or $466.40, and shall be first levied for the quarter beginning April 1, 1976, and quarterly thereafter as provided by the laws

and regulations governing the COMMISSION. It is understood and agreed between the COMMISSION and the Developer that if and when development occurs in accordance with this Public Works Agreement, which development results in billings by Commission to others for water front footage within Southgate Park, then and in that event the Developer's front foot obligation for water shall be decreased by the amount of such billings to others.

3. FDF undertakes to perform under said Public Works Agreement and to be bound by the terms thereof in all respects as if the said FDF were a party to same in lieu of IMBRES.

4. The COMMISSION releases and discharges IMBRES from all claims and demands in respect to said Public Works Agreement and accepts the liability of FDF upon said Agreement in lieu of the liability of IMBRES.

Executed in triplicate by the parties hereto on the day and year first above written.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By (SEAL)

ATTEST:

Secretary

IMBRES-BURNETTE CORPORATION

BY: (SEAL)
President

ATTEST:

Secretary

F. D. F., INC.

(SEAL)
President

LIBER 1811 PAGE 239

TIME 2:36 p. M.
DOROTHY BAILEY KOCHER, CLERK

THIS AGREEMENT, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, hereinafter COMMISSION and TOWN CREEK WATER COMPANY, a body corporate of the State of Maryland, hereinafter COMPANY,

W I T N E S S E T H:

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County, including the Pine Hill Run Sanitary District, and

WHEREAS, COMPANY desires to extend, expand and improve its existing water supply system from time to time to serve additional buildings or to meet higher standards of domestic water supply and/or fire protection, and

WHEREAS, COMPANY seeks the approval of COMMISSION for the construction of such facilities, and

WHEREAS, COMMISSION, at such time as it deems it desirable so to do, may wish to acquire the existing water supply facilities owned and operated by COMPANY for the purpose of thereafter incorporating said facilities into the public water system of COMMISSION in its Pine Hill Run Sanitary District, and

WHEREAS, Section 166(c) of the Code of Public Local Laws of St. Mary's County, as amended, provides that private water or sewer systems, or additions thereto, constructed after May 31, 1976, as a condition of the permit issued by COMMISSION for such construction, may be required to be dedicated to COMMISSION at such time as the COMMISSION deems public ownership of any such system or addition to be in the best interest of the County.

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein, and in order to carry out the intent and purpose of the statutes under which COMMISSION operates, it is agreed by the parties as follows:

FIRST: COMPANY agrees to convey, when requested to do so by COMMISSION, any water supply facilities constructed after May 31, 1976, with appropriate sites, easements and rights-of-way to COMMISSION for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyance, and this agreement to convey is hereby made a part of any permit issued by COMMISSION for said construction.

SECOND: The parties hereto agree that any newly constructed facilities as aforesaid shall not be included in any appraisal of COMPANY'S water supply facilities constructed prior to May 31, 1976 made in connection with future acquisition or purchase, if any, of COMPANY'S water supply facilities by COMMISSION.

THIRD: COMPANY agrees and it shall design any new water supply facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other rules, regulations, directives or special instructions issued by COMMISSION or by the State and Federal Governments.

FOURTH: Further, COMPANY agrees to construct any new water supply facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by COMMISSION. Further, no work in connection with the construction of such facilities shall be commenced prior to the time the COMMISSION has approved said final plans and specifications and COMPANY has applied for and secured from COMMISSION a permit authorizing the construction.

FIFTH: COMPANY shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by COMMISSION related to the newly constructed water supply facilities, if applicable, including but not limited to review fees and inspection fees.

SIXTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof this 29th day of September, 1976.

ATTEST:

Steven T. King
Secretary.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Frances E. Lyles (SEAL)
Chairman.

ATTEST:

Secretary.

TOWN CREEK WATER COMPANY

By: A. Leslie Dean (SEAL)
President.

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY That on this 29th day of September, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

Chairman of St. Mary's County Metropolitan Commission, and he being authorized so to do and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Jacqueline M. Arnold
Notary Public.

My Commission expires: July 1, 1977

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 27th day of September, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

who acknowledged himself to be President of TOWN CREEK WATER COMPANY, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

WITNESS my hand and Notarial Seal.

Notary Public.

My Commission expires: July 1, 1978.

LIBER 006 PAGE 242

NOV 29-76 * 26508 *******.00
NOV 29-76 A #26508 *******.00

12:50 P. M.
EDWARD EARLY MOTHER, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and LEMON HILL LAND COMPANY, a Maryland Partnership, William S. Lawrence & Warren E. Barley, General Partners, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Luckland Run Sanitary District No. 1 Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Beverly Estates Subdivision, Section 3, located upon property described in a deed dated July 28, 1955, recorded in Liber 58, folio 243. (Recording ~~xxx~~, references are to the Land Records of St. Mary's County), and

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: The Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond or bonds shall be secured and submitted to the Commission by the Developer prior to the issuance by the Commission of written notice to proceed with the construction of the facilities covered thereby. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities; plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this

Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under Paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission such fees, charges, and assessments as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges and service charges, as applicable.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and received from the Commission its written notice to proceed with construction of said facilities.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: The Developer shall submit a statement to the Commission, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to paragraph EIGHTH above. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

ELEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

TWELFTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

THIRTEENTH: SPECIAL CONDITIONS: (1) Inspection fees referred to in Par. Fourth, are agreed to 3% of developers engineers costs which are $60,000.00 for phase I. (2) The Commission agrees to accept each portion of the facilities as they are completed by the developer and to accept title within five (5) days after the Commission has finally approved the distribution lines.

WITNESS the hands and seals of the parties hereto, this day of

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By
Chairman

ATTEST:

LEMON HILL LAND COMPANY, A MARYLAND PARTNERSHIP

By
William S. Lawrence

By
Ann F. Lawrence

By
Warren E. Barley

Sarah L. Barley

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 18 day of November, 1976 before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Notary Public

STATE OF Maryland
COUNTY OF Charles, to wit:

I HEREBY CERTIFY that on this 7th day of October, 1976 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared WILLIAM S. LAWRENCE, ANN F LAWRENCE, WARREN E. BARLEY and SARAH L. BARLEY, and that ~~he~~/they acknowledged the aforegoing Public Works Agreement to be ~~his~~/their act.

WITNESS my hand and Notarial Seal.

Notary Public

LIBER 006 PAGE 245

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME:_____ TOTAL NO. OF PHASES:_____

DEVELOPER:_____

PHASE I

PLAT REF.:_____ # OF LOTS TO BE SERVED: 43

PROJECTED CONST. START DATE: 11/01/76 PROJECTED CONST. COMPLETION DATE: 11/01/79

FACILITIES TO BE CONSTRUCTED*: water distribution system for subdivision per developers engineers plans heretofore submitted by Greenhorne and O'Mara for forty-three (43) lots.

PHASE II

PLAT REF.:_____ # OF LOTS TO BE SERVED:_____

PROJECTED CONST. START DATE:_____ PROJECTED CONST. COMPLETION DATE:_____

FACILITIES TO BE CONSTRUCTED*:_____

PHASE III

PLAT REF.:_____ # OF LOTS TO BE SERVED:_____

PROJECTED CONST. START DATE:_____ PROJECTED CONST. COMPLETION DATE:_____

FACILITIES TO BE CONSTRUCTED*:_____

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; *FOR WATER STORAGE TANKS: Elevated storage tanks, stand-*pipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: FEJ
(Initials)

Developer: [signature]
(Initials)

LIBER 081 PAGE 246

NO: 76-52
SUBJ: Metropolitan Commission
Approval and Sale of Bonds

Resolution of the Board of County Commissioners of St. Mary's County, Maryland, approving the passage and the adoption of a Resolution adopted on November 18, 1976 by the St. Mary's County Metropolitan Commission, which Resolution authorized and provided for the issuance and sale of One Million Seven Hundred Thousand Dollars ($1,700,000) "St. Mary's County Metropolitan Commission Bonds (Third Issue)"; approving and concurring in the form of the bonds; authorizing the County Commissioners to execute the form of endorsement which evidences the guarantee of the bonds; pledging the full faith and credit of St. Mary's County, Maryland to the payment of the principal of and interest on such bonds, when due; and generally relating to the issuance of such bonds and the form thereof.

RECITALS

On November 18, 1976, St. Mary's County Metropolitan Commission (the "Commission") adopted the foregoing resolution. The Commission's resolution of November 18, 1976 (the "Commission Resolution") was entitled as follows:

> RESOLUTION OF THE ST. MARY'S COUNTY METROPOLITAN COMMISSION providing for the issuance and sale, at public sale, upon the full faith and credit of St. Mary's County, Maryland, of One Million Seven Hundred Thousand Dollars ($1,700,000) aggregate principal amount of bonds to be designated "St. Mary's County Metropolitan Commission Bonds (Third Issue)"; authorizing and providing for the issuance of bonds of such issue in coupon form; providing for the levy and collection of assessments and

10:23 A.

DEC -2-76 * 26696 *******.00
DEC -2-76 A 26696 *******.00

charges to provide for the payment of the interest on such bonds and to redeem and pay off such bonds as they mature; providing for, and covenanting to take, any necessary action by the Commission in connection with the levy and collection of taxes by the County Commissioners of St. Mary's County in accordance with the guarantee of St. Mary's County endorsed on such bonds, and generally relating to the issuance, sale and delivery of such bonds and the form thereof.

The Commission Resolution authorized and provided for the issuance and sale, at public sale, of bonds in coupon form of the series of bonds of the Commission designated St. Mary's County Metropolitan Commission Bonds (Third Issue) in the aggregate principal amount of $1,700,000.

The Board of County Commissioners of St. Mary's County, Maryland has considered the Commission Resolution and has determined that this Board approves and concurs in the passage of the Commission Resolution.

The Board of County Commissioners desires to authorize its officers to execute the form of endorsement which evidences the guarantee of St. Mary's County to pay the principal of and interest on the bonds.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND:

Section 1: That, it concurs in the judgment of the St. Mary's County Metropolitan Commission as set forth by the terms of the foregoing Commission Resolution.

This Board accordingly approves the issuance and sale of bonds of the Commission designated St. Mary's County Metropolitan Commission Bonds (Third Issue) in an aggregate principal amount of $1,700,000 upon the terms and conditions, set forth in the Commission Resolution, all of which terms, conditions, covenants and undertakings are hereby approved by County Commissioners of St. Mary's County and are adopted by County Commissioners of St. Mary's County as and for its own.

Section 2: That, the form of endorsement which evidences the guarantee by County Commissioners of St. Mary's County, Maryland, on the full faith and credit of St. Mary's County, of the payment of the principal of and interest on the St. Mary's County Metropolitan Commission Bonds (Third Issue) shall be as set forth in Section 6 of the Commission Resolution.

Section 3: That, the Board of County Commissioners of St. Mary's County hereby authorizes its President to execute the above mentioned form of endorsement on the bonds to be delivered in accordance with the Commission Resolution.

Section 4: That, the full faith and credit and unlimited taxing power of County Commissioners of St. Mary's County, Maryland, are hereby irrevocably pledged to the levy and collection of ad valorem taxes upon all the assessable property within the corporate limits of St. Mary's County in rate and amount sufficient to provide for the payment of the principal of and interest on the St. Mary's County Metropolitan Commis-

sion Bonds (Third Issue) issued in the aggregate principal amount of $1,700,000 as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements on the said bonds. If the ad valorem taxes prescribed in Section 162 of the Commission Enabling Laws described in the Commission Resolution are insufficient to pay the principal of and interest on the bonds, when due, County Commissioners of St. Mary's County hereby covenant and agree with each of the owners or holders, from time to time, of the bonds, in each and every fiscal year in which any such bonds are outstanding, to levy and collect ad valorem taxes upon all the assessable property within the corporate limits of St. Mary's County in rate and amount sufficient to provide for the payment of such principal and interest, when due, together with accrued interest to the date of payment.

Nothing contained in this or any resolution of the County Commissioners of St. Mary's County is intended, or shall be deemed, to affect adversely in any way the validity of St. Mary's County Metropolitan Commission Bonds (Third Issue) which are hereby confirmed, ratified, approved and validated.

LIBER 0651 PAGE 250

Section 5: That, this Resolution shall take effect on the date of its adoption:

Adopted: November 24, 1976

Lenor De Pacheco

Agnes Pruett

Ford Dean

Frances Whited

Larry Wilkerson

LIBER 0011 PAGE 251

1:18 P. M.

AMENDMENT OF PUBLIC WORKS AGREEMENT

DEC -2-76 * 26703 *******.00
DEC -2-76 A 26703 *******.00

A G R E E M E N T, Made this 16th day of September, 1976, by and between St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter "Commission", and Lundeberg Maryland Seamanship School, Inc., hereinafter "Lundeberg", a non-profit institution under the laws of the State of Maryland.

WHEREAS, on January 21, 1976, the parties hereto entered into a Public Works Agreement which is recorded among the Land Records of St. Mary's County, Maryland, in Metropolitan Commission Liber No. 1, folio 213, and

WHEREAS, said Public Works Agreement, among other things, provided for certain payments for water and sewage service by Lundeberg to the Commission and by Commission to Lundeberg for water, and

WHEREAS, the parties hereto desire to adjust said payments one to the other because of increased costs and to clarify the basis for certain charges, leaving all other terms and conditions unchanged;

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein, IT IS AGREED:

1. That the $2.25 per month for each additional unit served as provided in Paragraph One of the aforesaid Public Works Agreement shall be increased to $3.00 per month per unit.

2. That the flat rate of $145.00 per month for water supplied to the Commission by Lundeberg, set forth in Paragraph Two of the aforesaid Public Works Agreement, shall be increased to a flat rate of $200.00 per month; that the increased rate shall cover ninety (90) dwelling units for the purposes of the agreement, they being the number of units served at the time when the original $145.00 rate was established.

3. That Exhibit A-1, attached hereto, shall be substituted for Exhibit A as part of the aforesaid Public Works Agreement, and all references to Exhibit A therein shall apply to Exhibit A-1, which shows the number of units, the new rate of Sixteen ($16.00) Dollars per unit and a total of Five Hundred Sixty ($560.00) Dollars per month for water and sewage services furnished by the Commission, to be paid for monthly by Lundeberg to the Commission, which new rate and monthly payment shall replace the rate and monthly payment specified in Paragraph Two of the Public Works Agreement aforesaid.

LIBER 0611 PAGE 253

4. That the rate change and increased payments hereby agreed upon by the parties hereto shall become effective as of July 1, 1976 for water and sewage services rendered thereafter.

WITNESS the hands and seals of the parties hereto on the day and year first above written.

ATTEST:

Steven J. King
Secretary.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: James E. Taylor (SEAL)
Chairmen.

ATTEST:

LUNDEBERG MARYLAND SEAMANSHIP SCHOOL, INC.

By: Hazel P. Brown (SEAL)
Director.

EXHIBIT A-1

(Effective as of July 1, 1976)

Description of Unit Served	Equivalent Units	Mo. Sewer & Water Charges
Barracks	16	$ 256.00
Barracks	1	16.00
Motel	4	64.00
One Unit, Anchor Room, Galley and Motel Lobby	2	32.00
Recreation Building	1	16.00
Cafeteria	1	16.00
Motel Pool and Barge	1	16.00
Barge (Campus Shop)	1	16.00
Barge (Dormitory)	1	16.00
Town Hall	1	16.00
Big Red	1	16.00
Vessel (Dontius)	1	16.00
Classroom Vessel (Zimmerman)	2	32.00
BOQ	2	32.00
TOTAL MONTHLY PAYMENT:		$560.00

LIBER 501 PAGE 254

NO. 76-54
SUBJ: METROPOLITAN COMMISSION OFFICIAL STATEMENT IN CONNECTION WITH BOND SALE

Resolution of the Board of County Commissioners of St. Mary's County, Maryland, approving the use ard distribution of the Official Statement of the St. Mary's County Metropolitan Commission and St. Mary's County in connection with the sale of $1,700,000 St. Mary's County Metropolitan Commission Bonds (Third Issue) dated December 15, 1976; approving the form of the Official Statement with appropriate insertions, deletions, and changes; authorizing the President of the Board of County Commissioners and the Budget Officer of St. Mary's County to execute the Official Statement on behalf of the County; and approving and ratifying the distribution of the Preliminary Official Statement dated November 29, 1976.

TIME 3:24 P. M.
DOROTHY BAILEY HUGHES, CLERK
DEC -9-76 * 26986 *******.00
DEC -9-76 A 26986 *******.00

RECITALS

On November 18, 1976, the St. Mary's County Metropolitan Commission (the "Commission") passed and approved a Resolution entitled as follows:

> RESOLUTION OF THE ST. MARY'S COUNTY METROPOLITAN COMMISSION providing for the issuance and sale, at public sale, upon the full faith and credit of St. Mary's County, Maryland, of One Million Seven Hundred Thousand Dollars ($1,700,000) aggregate principal amount of bonds to be designated "St. Mary's County Metropolitan Commission Bonds (Third Issue)"; authorizing and providing for the issuance of bonds of such issue in coupon form; providing for the levy and collection of assessments and charges to provide for the payment of the interest on such bonds and to redeem and pay off such bonds as they mature; providing for, and covenanting to take, any necessary action by the Commission in connection with the levy and collection of taxes by the County

Commissioners of St. Mary's County in accordance with the guarantee of St. Mary's County endorsed on such bonds, and generally relating to the issuance, sale and delivery of such bonds and the form thereof.

On November 24, 1976, the Board of County Commissioners of St. Mary's County, Maryland adopted a Resolution entitled as follows:

Resolution of the Board of County Commissioners of St. Mary's County, Maryland, approving the passage and the adoption of a Resolution adopted on November 18, 1976 by the St. Mary's County Metropolitan Commission, which Resolution authorized and provided for the issuance and sale of One Million Seven Hundred Thousand Dollars ($1,700,000) "St. Mary's County Metropolitan Commission Bonds (Third Issue)"; approving and concurring in the form of the bonds; authorizing the County Commissioners to execute the form of endorsement which evidences the guarantee of the bonds; pledging the full faith and credit of St. Mary's County, Maryland to the payment of the principal of and interest on such bonds, when due; and generally relating to the issuance of such bonds and the form thereof.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Mary's County, Maryland:

Section 1. That, it approves the use and distribution of the Official Statement of the St. Mary's County Metropolitan Commission and St. Mary's County in connection with the sale of $1,700,000 St. Mary's County Metropolitan Commission Bonds (Third Issue) dated December 15, 1976 (the "Bonds"), in substantially the form of the

Official Statement as presented to the Board of County Commissioners, with appropriate insertions, deletions, and changes, such as the ratings on the Bonds, the interest rates on the Bonds, changes in facts, or such other insertions, deletions or changes as deemed appropriate by Bond Counsel.

Section 2. That, it authorizes the President of the Board of County Commissioners and the Budget Officer of St. Mary's County to execute the Official Statement on behalf of the County.

Section 3. That, it approves and ratifies the distribution of the Preliminary Official Statement dated November 29, 1976.

Section 4. That, this Resolution shall take effect on the date of its adoption.

Adopted: December 8, 1976

ATTEST:

Edward V. Cox 12/8/76
Edward V. Cox
County Administrator

Approved as to Legal Sufficiency:

Joseph Ernest Bell II
Joseph Ernest Bell, II
County Attorney

James M. McKay
James M. McKay, President

Ford L. Dean
Ford L. Dean, Commissioner

J. Patrick Jarboe
J. Patrick Jarboe, Commissioner

Larry Millison
Larry Millison, Commissioner

John K. Parlett
John K. Parlett, Commissioner

LIBER 001 PAGE 257

1:25 P

JAN -3-77 * 27849 *******.00
JAN -3-77 A 27849 *******.00

R E S O L U T I O N

WHEREAS, the St. Mary's County Metropolitan Commission has constructed a 3,000 foot gravity interceptor sewer line extension along Town Creek Drive in the Pine Hill Run Sanitary District No. 8;

WHEREAS, this sewer extension is part of a future sewering of the entire Town Creek area, which will not take place for several years, but has been constructed in order to cross State Route No. 235 prior to completion of its dualization, and also because Town Creek Drive had been designated for resurfacing by St. Mary's County;

WHEREAS, the residents along Town Creek Drive were not timely notified of the sewering to be undertaken and also because some of the properties, because of the topography of the area, have unique sewering problems which can be solved only at considerable expense to the owner;

THEREFORE, the St. Mary's County Metropolitan Commission adopts the following Resolution, the provisions of which shall be applicable only to those improved properties abutting upon the Town Creek Drive Gravity Interceptor Sewer Extension, with existing approved septic systems installed and functioning properly:

RESOLVED, That, FIRST

A. Pursuant to Section 165 of the Public Local Laws of St. Mary's County, as amended, and subject to the following conditions and restrictions,properties with private septic systems installed and in use on the date the Town Creek Gravity Interceptor Sewer Extension upon which the said properties abut is declared by the Commission to be ready for service, shall be required to connect to the public sewer on or before the expiration of two years from and after the "ready for service" date, except as hereinafter otherwise provided.

B. The annual benefit assessment as levied against all these properties pursuant to Section 164 of the Code of Public Local Laws of St. Mary's County shall be paid by the owners of all properties to which this Resolution applies.

C. Whenever the Commission has installed a sewer connection at the property line, the property shall be assessed the regular connection charge as established by the Commission, with method of payment to be as prescribed by the Commission.

D. Whenever any private septic system on said properties shall fail prior to the aforesaid expiration date, the property owner shall, upon receipt of official notice so to do, connect to the public sewer within sixty days of the receipt of such notice. Determination of failure shall be by certification of the County Health Department.

E. At any time prior to the expiration of two years as aforesaid, a property owner may voluntarily apply for and be given permission to connect to the public sewer, provided the established connection charge therefor has been paid prior to connection.

SECOND

WHEREAS, anything in this Resolution to the contrary notwithstanding, the Commission may, pursuant to Section 164(e) of the Public Local Laws of St. Mary's County, as amended, provide for a hiatus in the imposition and collection of a benefit assessment for any property, otherwise assessable with respect to the Town Creek Gravity Interceptor Sewer Extension, which in the judgment of the Commission cannot obtain gravity service from the extension, to be governed by the following conditions and restrictions:

A. On any property in which a sanitary building drain is too low to permit gravity flow from the building to the public

sewer on which the property abuts, the Commission may declare a hiatus in the imposition and collection of a benefit assessment, and may similarly abate the connection charge until connection with said sewer is actually made. Determination of the facts with regard to whether or not the gravity flow above mentioned can be obtained from any building drain or building shall be made by the Engineering staff of the Commission.

B. At any time after a hiatus and abatement as aforesaid has been declared by the Commission for any property, the then owner may elect to install pumping equipment and appurtenances at his expense for the purpose of pumping sewage to the public sewer. Connection with the sewer will be permitted upon application therefor, provided established connection charges are paid with said application. The benefit assessment applicable to the property shall then commence and thereafter shall be paid to the Commission as provided by law.

C. Should the private septic system fail on any such property for which a hiatus and an abatement has been declared by the Commission, and the County Health Department rules that repair or reconstruction of the said system is not approved, the then owner of said property shall install at his expense suitable pumping equipment and appurtenances and shall connect to the public sewer within sixty days after notice by the Commission. Applicable benefit assessment and connection charges shall be paid as in subparagraph (b) above, including any cost overruns incurred in providing the Commission's connecting line from the sewer line to the property line.

THIRD

Before any of the provisions of this Resolution relating to a hiatus, abatement or payment of charges, or a deferment of the requirement for making a connection, and as a condition

LIBER 061 PAGE 260

precedent therefor, each property owner of record affected shall enter into a Utilities Agreement with the Commission, binding upon heirs, successors and assigns, to be recorded among the Land Records of St. Mary's County.

Effective Date: October 25, 1976

ATTEST:

Secretary (SEAL)

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Francis E. Taylor, Chairman

J. J. Finnacom, Commissioner

Fred B. Pumphrey, Commissioner

Edward N. LeFaivre, Commissioner

Examined for legal sufficiency:

By
CHARLES W. MANDER, ESQ.
Commission Attorney

LIBER 001 PAGE 261

TIME 1:30 P. M.

PUBLIC WORKS AGREEMENT

FEB -3-77 * 29029 *******.00
FEB -3-77 A 29029 *******.00

THIS AGREEMENT, Made this 2nd day of February, 1977, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and THE WINSTON CORPORATION, a Maryland Corporation, and ORVAL B. UPOLE, hereinafter sometime collectively referred to as "Developer", otherwise as "Winston" and "Upole" respectively, where necessary.

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Indian Creek Sanitary District No. 10, and

WHEREAS, Winston is the owner of and is developing certain real property within the said Sanitary District known and described as Indian River Estates, Section One, further described in a Deed from Upole to Winston, dated November 12, 1976, and recorded in Liber DBK No. 262, folio 167, one of the County Land Records, and

WHEREAS, Upole is the owner of the remaining land in said Indian River Estates, the original tract prior to the above mentioned deed out to Winston being described in a certain Deed to Upole, dated September 25, 1972, and recorded in Liber DBK No. 182, folio 13, one of the above-mentioned Land Records, and

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water facilities, hereinafter the "facilities", to serve the aforementioned property, and

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and,

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

312-6700

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: On or before the signing of this Agreement by the parties, Winston and Upole shall furnish bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bonds shall be payable to the Commission, its successors and assigns, in a sum equal to the aforesaid engineering estimate or estimates for the cost of constructing the facilities for which each is responsible, plus ten percent of the estimate for contingencies; or, in the amount of the contract prices, whichever is higher, conditioned that the Obligors shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being under-

stood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission.

FOURTH: The Developer shall pay to the Commission such fees, charges and assessments as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges, as applicable.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phased projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and secured from the Commission a permit authorizing such construction.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities. Commission for the sole purpose of this Agreement, hereby grants to Upole, his heirs, assigns, agents and servants, the right to enter upon the Commission's present well site, being part of lot 41, Rolling

Acres Subdivision, for and during the original construction of facilities to be constructed on said tract by Upole in accordance with this Agreement.

EIGHTH: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Developer when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: The Developer shall submit a statement to the Commission, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to paragraph EIGHTH above. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

ELEVENTH: Upole hereby covenants and agrees to pay to the Commission, as and when billed therefor by the Commission, a sum equal to the total delivered cost of all material and supplies necessary to construct the extension of a 12" water main along Golden Beach Road from Curtis Road to Pocahontas Drive at the entrance to Indian River Estates, a distance of approximately 1,550 feet. Said material and supplies, without limiting the generality of the foregoing, include pipes, valves, fittings. fire

hydrants and sleeves, and all appurtenances necessary to proper construction of the extension by the Commission. The material and supplies shall be ordered by the Commission upon receipt of the said payment and commencement of the construction of well site facilities by Upole as set forth in the following Paragraph Twelfth, and the Commission shall commence construction of the water main extension as soon as practicable after delivery of the material and supplies.

TWELFTH: Upole covenants and agrees to provide at his sole expense a 6" well and pump, including all necessary pipes, valves, fittings, connections and appurtenances to connect said 6" well to the present well and pump on the site, and 15,000 gallongs of water storage as set forth in Phase I, Exhibit A hereof. The well and appurtenances to be on the aforementioned tract in Rolling Acres Subdivision, and the design, construction work and performance characteristics to be governed by the terms of this Agreement. Work shall be performed only by a duly licensed well driller approved by the Commission.

THIRTEENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

FOURTEENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof.

ATTEST:

Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By (SEAL)
Francis E. Taylor, Chairman

ATTEST:

THE WINSTON CORPORATION

By (SEAL)
President

WITNESS:

_____ (SEAL)
Orval B. Upole

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, That on this 24 day of February, 1977, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7-1-78

STATE OF MARYLAND, COUNTY OF St Marys, to wit:

I HEREBY CERTIFY, That on this 28th day of January, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harold J. Cooper, who acknowledged himself to be President of the Winston Corporation, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7-1-78

STATE OF MARYLAND, COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY, That on this day of , 1977, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Orval B. Upole, and that he acknow-

ledged the aforegoing Public Works Agreement to be his act.

WITNESS my hand and Notarial Seal.

Linda C. Thompson
Notary Public

My Commission expires: July 1, 1978.

LIBER 001 PAGE 268

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Indian River Estates TOTAL NO. OF PHASES: 2

DEVELOPER: The Winston Corporation and Orval B. Upole

PHASE I

PLAT REF.: Indian River Estates, Sec. 1 # OF LOTS TO BE SERVED: 20

PROJECTED CONST. START DATE:

PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED BY UPOLE:* A 6" well and pump, and 15,000 gallons of water storage, including necessary controls, valves, meters, piping, and all connections and appurtenances necessary to incorporate and connect this system with the existing water pumping station on the site.

PHASE II

PLAT REF.: Indian River Estates, Sec. 1 # OF LOTS TO BE SERVED: 20

PROJECTED CONST. START DATE:

PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED BY WINSTON:* 1685 feet of 8" water mains, 861 feet of 9" water mains, 3 fire hydrants with 6" leads, 3/4 inch copper water services for 20 lots.

* All facilities covered by this Agreement and the above schedule shall be designed, constructed and have performance specifications and characteristics as required by the Commission under Paragraph FIRST, FIFTH and SIXTH of this Agreement.

Commission: TED
Initials

Developer: _____

_____
Initials

C12-6100

LIBER 001 PAGE 269

APR 15-77 * 22127 *******.00
APR 15-77 A 22127 *******.00

PUBLIC WORKS AGREEMENT

TIME 4:05 P.M.

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter "Commission" and JIMMY N. AYSCUE, of Mechanicsville, St. Mary's County, Maryland, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Indian Creek Sanitary District No. 10, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District as more particularly described in a Deed to the said Jimmy N. Ayscue from Benjamin F. Asher, et ux , dated August 6 , 1973, and recorded in Liber 195, folio 196, one of the Land Records of St. Mary's County, Maryland, and.

WHEREAS, the Developer, whether by requirement of the County or by choice desires to provide for central water facilities hereinafter the "facilities", to serve the aforementioned property, and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the facilities which may, at a future date become the nucleus of a community water system to provide service when additional growth requires it.

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The Developer shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, di-

rectives or special instructions issued by the Commission or the State and Federal Governments.

SECOND: The Developer shall pay to the Commission such fees, charges, and assessments, if any, as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges and service charges, as applicable.

THIRD: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and received from the Commission its written notice to proceed with construction of said facilities.

FOURTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

FIFTH: Upon completion and approval by the Commission of the facilities, the Developer when requested so to do by the Commission, agrees to convey all of the facilities, or any part thereof, with the appropriate sites, easements, and right-of-way to the Commission for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

SIXTH: No premises within the project to be connected to the expanded facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and

have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

SEVENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

EIGHTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

NINTH: SPECIAL CONDITIONS: The facilities to be constructed under Phase II of the attached Exhibit A shall be installed by developers of adjacent properties, such construction to commence as and when a site plan for the development of either or both parcels of land now or formerly Mattingly and now or formerly Copsey, adjacent and binding upon the property of the Developer has been approved by the County agency responsible for such approval. Upon completion of Phase II construction, Developer agrees to allow the adjacent property owners to obtain domestic water service from Developer's existing well on a mutually agreeable shared expense basis; provided, however, that any facilities in addition to the requirements of Developer's two warehouses shall not exceed the equivalent of six (6) standard restrooms.

The St. Mary's County Metropolitan Commission shall monitor the operation of the system after the Phase II construction and perform necessary maintenance on the facilities all at the expense of the Developer and adjacent property owners using the system, under a service contract to be entered into with the Commission, at rates to be fixed by the Commission.

Developer agrees that the 50,000 gallon water storage pond shall be at all times available for fire department use in protecting Developer's buildings and those on the immediately adjacent properties referred to above, and none other.

It is understood and agreed that Developer shall not be required to furnish a bond to cover completion of the construction covered by Phase I of Exhibit A;

It is further understood and agreed that any development taking place beyond the above limits must be served by a new well, pumphouse, water system and water storage pond or other fire protection facility, all to be of adequate capacity and connected to Developer's system. Upon completion of any such construction beyond the above limits and its connection as aforesaid, the Commission, if it approves the facilities, may exercise its rights under Paragraph FIFTH hereof and request the transfer to it of the entire system or any part thereof from Developer and the owners of all properties connected to same.

WITNESS the hands and seals of the parties hereto, this 14th day of April, 1977.

ATTEST:

Secretary

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By _____ (SEAL)
Francis E. Taylor, Chairman

WITNESS:

_____

_____ (SEAL)
Jimmy N. Ayscue

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: _____ TOTAL NO. OF PHASES: _____

DEVELOPER: _____

PHASE I

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water service line connecting proposed building to water service line in existing building; water service line from the building lines to the right-of-way line of Maryland Route #5; a 50,000 gallon water storage pond for fire protection. The maintenance of these facilities will be the responsibility of the Developer.

PHASE II

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: 8" Water main along the right-of-way line of Maryland Route #5 for the entire frontage of Developer's property; a distance of approximately 327 feet, with provision for necessary connections as required, to be installed by the owners of the adjacent properties referred to in Paragraph Ninth of this Agreement, in order to obtain water service from Developer's well. (*) Const. Start date to be as specified in Paragraph Thirteenth of the Public Works Agreement of which this is an Exhibit.

PHASE III

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: _____

_____

_____

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, stand-

pipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: JEQ
(Initials)

Developer: J.K.A.
(Initials)

AUG 10-77 * 28751 *******.00
AUG 10-77 A 28751 *******.00
TIME 4.00 P . M.

THIS AGREEMENT, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, hereinafter COMMISSION and Easy Wash Inc. a body corporate of the State of Maryland, hereinafter COMPANY,

W I T N E S S E T H:

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County, including the Indian Creek Sanitary District, and

WHEREAS, COMPANY desires to extend, expand and improve its existing water supply system from time to time to serve additional buildings or to meet higher standards of domestic water supply and/or fire protection, and

WHEREAS, COMPANY seeks the approval of COMMISSION for the construction of such facilities, and

WHEREAS, COMMISSION, at such time as it deems it desirable so to do, may wish to acquire the existing water supply facilities owned and operated by COMPANY for the purpose of thereafter incorporating said facilities into the public water system of COMMISSION in its Indian Creek Sanitary District, and

WHEREAS, Section 166(c) of the Code of Public Local Laws of St. Mary's County, as amended, provides that private water or sewer systems, or additions thereto, constructed after May 31, 1976, as a condition of the permit issued by COMMISSION for such construction, may be required to be dedicated to COMMISSION at such time as the COMMISSION deems public ownership of any such system or addition to be in the best interest of the County.

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein, and in order to carry out the intent and purpose of the statutes under which COMMISSION operates, it is agreed by the parties as follows:

FIRST: COMPANY agrees to convey, when requested to do so by COMMISSION, any water supply facilities constructed after May 31, 1976, with appropriate sites, easements and rights-of-way to COMMISSION for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyance, and this agreement to convey is hereby made a part of any permit issued by COMMISSION for said construction.

SECOND: The parties hereto agree that any newly constructed facilities as aforesaid shall not be included in any appraisal of COMPANY'S water supply facilities constructed prior to May 31, 1976 made in connection with future acquisition or purchase, if any, of COMPANY'S water supply facilities by COMMISSION.

THIRD: COMPANY agrees and it shall design any new water supply facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other rules, regulations, directives or special instructions issued by COMMISSION or by the State and Federal Governments.

FOURTH: Further, COMPANY agrees to construct any new water supply facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by COMMISSION. Further, no work in connection with the construction of such facilities shall be commenced prior to the time the COMMISSION has approved said final plans and specifications and COMPANY has applied for and secured from COMMISSION a permit authorizing the construction.

FIFTH: COMPANY shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by COMMISSION related to the newly constructed water supply facilities, if applicable, including but not limited to review fees and inspection fees.

SIXTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof this 20th day of June, 1977.

Leila R. Rogers, Notary Public

My Commission expires 7/1/78.

Easy Water Inc.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By
Francis E. Taylor, Chairman

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY, That on this 22nd day of July, 1977, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, Chairman of the St. Mary's County Metropolitan Commission, and he being authorized so to do and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 7-1-78

Liber #1 Folio 277

TIME 2:05 P. M.
MARY R. BELL, CLERK
ST. MARY'S CO.
CCI 19-77 * 22618 *******.00
CCI 19-77 A 22618 *******.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, by and between the St. Mary's County Metropolitan Commission, hereinafter called Commission, and The First National Bank of St. Mary's, hereinafter called Bank.

WHEREAS, Commission is responsible for all water and sewer projects in St. Mary's County and in the Indian Creek Sanitary District No. 10 thereof, and

WHEREAS, the Bank is developing certain real estate within said Sanitary District which is part of the parcel of land described in a Deed to Patuxent Development Company from Bragg, Inc., dated 18 July 1977, and recorded among the Land Records of St. Mary's County, and

WHEREAS, the Bank by requirement of the County and by choice desires to participate in providing central water facilities to serve its property and the Patuxent Development Company parcel above-mentioned:

NOW, THEREFORE, in consideration of the premises and this agreement:

1. Bank agrees that it will join with and connect to such a central water system whenever such a system is built and operating on the aforementioned Patuxent Development Company property.

2. Bank agrees to build such water mains on its property as may be necessary to (a) convey water across its property as part of the central system and (b) connect the bank building to be located on its property to such central water system.

3. Bank agrees that if and when such central water system is built and operating on the aforementioned Patuxent Development Company property, and Bank has connected to such water system, the Bank at that time agrees to utilize the individual well to be drilled on Bank's property for its interim use in whatever manner the Commission may direct, at no cost to Commission.

WITNESS the hands and seals of the parties hereto, this 26th day of Sept, 1977.

ATTEST:
Secretary.

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By (SEAL)
Francis E. Taylor, Chairman

ATTEST:

THE FIRST NATIONAL BANK of ST. MARY'S at Leonardtown
By (SEAL)
Joseph M. Gough, President.

LIBER 001 FOLIO 278

TIME 10:16 A. M.
MARY A. HILL, CLERK

AUG -4-78 A 27308 ******10.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, Made this 3rd day of August 1978, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter COMMISSION, and THE WINSTON CORPORATION, a Maryland corporation, hereinafter DEVELOPER

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County and in Indian Creek Sanitary District No. 10, and

WHEREAS, certain water facilities in Indian River Estates Section I have now been completed pursuant to a Public Works Agreement between COMMISSION and The Winston Corporation and Orval B. Upole, dated February 2, 1977, and

WHEREAS, DEVELOPER holds legal title to Section Two (2) of said Indian River Estates, being part of the land described in a deed to Orval B. Upole dated September 25, 1972, and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK No. 182, folio 13, and

WHEREAS, the DEVELOPER desires to continue construction of central water facilities, hereinafter "facilities", to serve said additional section of Indian River Estates, and

WHEREAS, the Concept Plan for the aforementioned development (Indian River Estates) has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent, and DEVELOPER seeks the approval of the COMMISSION for the construction of such facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The DEVELOPER shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the COMMISSION or the State and Federal Governments.

SECOND: The DEVELOPER shall submit a statement, to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities now being planned and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the COMMISSION. The DEVELOPER shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the COMMISSION.

THIRD: On or before the signing of this Agreement by the parties, the DEVELOPER shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the COMMISSION. Said bonds shall be payable to the COMMISSION, its successors and assigns, in a sum equal to the aforesaid engineering estimate or estimates for the cost of constructing the facilities for which DEVELOPER is responsible, plus ten percent of the estimate for contingencies; or, in the amount of the contract prices, whichever is higher, conditioned that the Obligors shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it

being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds, may be approved by the COMMISSION.

FOURTH: The DEVELOPER shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by the COMMISSION, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, read-to-serve charges, as applicable.

FIFTH: The DEVELOPER shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phase projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the COMMISSION.

SIXTH: The DEVELOPER shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the COMMISSION. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the COMMISSION has approved said final plans and specifications and the DEVELOPER has applied for and secured from the COMMISSION a permit authorizing such construction.

SEVENTH: Upon completion and final acceptance by the COMMISSION of the facilities referred to in Paragraph SECOND above, or facilities constructed in future sections of Indian River Estates pursuant to this Agreement, the DEVELOPER, when requested so to do by the COMMISSION, agrees to convey all of the completed and accepted facilities with appropriate sites, easements and rights-of-way to COMMISSION for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyances.

EIGHTH: The DEVELOPER shall submit a statement to the COMMISSION, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to COMMISSION pursuant to paragraph EIGHTH above. When such cost statement has been approved by COMMISSION, the approved amount shall be used to adjust the inspection fees originally paid by DEVELOPER.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose, whether or not sold by the DEVELOPER to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the COMMISSION and the DEVELOPER so notified in writing by the COMMISSION.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: (SEAL)
Francis E. Taylor, Chairman

(Title)

THE WINSTON CORPORATION

By: (SEAL)
Edward J. Cook, President

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3RD day of AUGUST 19 78, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

Witness my hand and official Notarial Seal.

Notary Public

My Commission

Expires: 7/1/82

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3RD day of AUGUST 19 78, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD J. COOK

who acknowledged himself to be President of The Winston Corporation and as such, being authorized so to do, that he has executed the aforegoing instrument as President for the purposes therein contained.

Notary Public

My Commission

Expires: 7/1/82

EXHIBIT A

USCA 001 □281

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Indian River Estates Total No. of Phases: 2

Developer:

Phase I.

Plat Ref.: Indian River Estates, Section 2 No. of Lots to be Served: 30

Projected Constr. Start Date: 9/1/78.

Projected Constr. Completion Date: 3/1/80.

Facilities to be Constructed (*)
by DEVELOPERS:

Distribution system and services for 30 lots

Phase II.

Plat Ref.: No. of Lots to be served:

Projected Constr. Start Date:_____.

Projected Constr. Completion Date:_____.

Facilities to be Constructed (*)
by DEVELOPERS:

Phase III.

Plat Ref.: No. of Lots to be served:

Projected Constr. Start Date:_____.

Projected Constr. Completion Date:_____.

Facilities to be Constructed (*)
by DEVELOPERS:

(*) All facilities covered by this Agreement and the above schedule shall be designed, constructed and have performance specifications and characteristics as required by the COMMISSION under Paragraph FIRST, FIFTH and SIXTH of this Agreement.

Commission: L.F.R.
Initials.

Developers: [illegible]
Initials.

Mbl: Co Comm's 9-8-78

MARY R. BELL, CLERK

LIBER 001 PAGE 282

TIME 10:19 A. M.

AUG -9-78 * 27801 ******** 00
AUG -9-78 A 27801 ******** 00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, Made this 3rd day of August 19 78, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter COMMISSION, and THE WINSTON CORPORATION, a Maryland corporation, hereinafter DEVELOPER.

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County and in Indian Creek Sanitary District No. 10, and

WHEREAS, certain water facilities in Indian River Estates Section I have now been completed pursuant to a Public Works Agreement between COMMISSION and The Winston Corporation and Orval B. Upole, dated February 2, 1977, and

WHEREAS, DEVELOPER holds legal title to Section Two (2) of said Indian River Estates, being part of the land described in a deed to Orval B. Upole dated September 25, 1972, and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK No. 182, folio 13, and

WHEREAS, the DEVELOPER desires to continue construction of central water facilities, hereinafter "facilities", to serve said additional section of Indian River Estates, and

WHEREAS, the Concept Plan for the aforementioned development (Indian River Estates) has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent, and DEVELOPER seeks the approval of the COMMISSION for the construction of such facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The DEVELOPER shall design the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the COMMISSION or the State and Federal Governments.

SECOND: The DEVELOPER shall submit a statement, to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities now being planned and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the COMMISSION. The DEVELOPER shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the COMMISSION.

THIRD: On or before the signing of this Agreement by the parties, the DEVELOPER shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the COMMISSION. Said bonds shall be payable to the COMMISSION, its successors and assigns, in a sum equal to the aforesaid engineering estimate or estimates for the cost of constructing the facilities for which DEVELOPER is responsible, plus ten percent of the estimate for contingencies; or, in the amount of the contract prices, whichever is higher, conditioned that the Obligors shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed facilities have been inspected, approved and accepted by the Commission; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it

being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds, may be approved by the COMMISSION.

FOURTH: The DEVELOPER shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by the COMMISSION, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, read-to-serve charges, as applicable.

FIFTH: The DEVELOPER shall construct all of the facilities set forth in Exhibit A of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phase projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the COMMISSION.

SIXTH: The DEVELOPER shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the COMMISSION. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the COMMISSION has approved said final plans and specifications and the DEVELOPER has applied for and secured from the COMMISSION a permit authorizing such construction.

SEVENTH: Upon completion and final acceptance by the COMMISSION of the facilities referred to in Paragraph SECOND above, or facilities constructed in future sections of Indian River Estates pursuant to this Agreement, the DEVELOPER, when requested so to do by the COMMISSION, agrees to convey all of the completed and accepted facilities with appropriate sites, easements and rights-of-way to COMMISSION for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyances.

EIGHTH: The DEVELOPER shall submit a statement to the COMMISSION, upon completion of each phase of the facilities as established in paragraph SECOND above, indicating his actual cost to construct the facilities to be deeded to COMMISSION pursuant to paragraph EIGHTH above. When such cost statement has been approved by COMMISSION. the approved amount shall be used to adjust the inspection fees originally paid by DEVELOPER.

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose, whether or not sold by the DEVELOPER to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the COMMISSION and the DEVELOPER so notified in writing by the COMMISSION.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof.

ATTEST:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

(Title)

THE WINSTON CORPORATION

By: Edward J. Cook (SEAL)
Edward J. Cook, President

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3rd day of AUGUST 19 78, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

Witness my hand and official Notarial Seal.

Jacquelyn Gonzalez
Notary Public

My Commission

Expires: 7/1/82

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3rd day of AUGUST 19 78, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD J. COOK

who acknowledged himself to be President of The Winston Corporation and as such, being authorized so to do, that he has executed the aforegoing instrument as President for the purposes therein contained.

Jacquelyn Gonzalez
Notary Public

My Commission

Expires: 7/1/82

EXHIBIT A

ORB 031 PAGE 285

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Indian River Estates Total No. of Phases: 2

Developer:

Phase I.

Plat Ref.: Indian River Estates, Section 2 No. of Lots to be Served: 30

Projected Constr. Start Date: 9/1/78.

Projected Constr. Completion Date: 3/1/80.

Facilities to be Constructed (*)
by DEVELOPERS:

Distribution system and services for 30 lots

Phase II.

Plat Ref.: No. of Lots to be served:

Projected Constr. Start Date:_____.

Projected Constr. Completion Date:_____.

Facilities to be Constructed (*)
by DEVELOPERS:

Phase III.

Plat Ref.: No. of Lots to be served:

Projected Constr. Start Date:_____.

Projected Constr. Completion Date:_____.

Facilities to be Constructed (*)
by DEVELOPERS:

(*) All facilities covered by this Agreement and the above schedule shall be designed, constructed and have performance spdcifications and characteristics as required by the COMMISSION under Paragraph FIRST, FIFTH and SIXTH of this Agreement.

Commission: _____
Initials

Developers: _____
Initials

79-05-6

LIBER 001 PAGE 286 TIME 10:46 A. M. DEC 12-78 # 24942 .00
JOHN R. DELL, CLERK ST. MARY'S CO. DEC 12-78 A 24942 .00

INTER-JURISDICTIONAL AGREEMENT

THIS AGREEMENT, Made this 29th day of November 1978, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of St. Mary's County, Maryland, hereafter called the Commission, and MARYLAND ENVIRONMENTAL SERVICE, a body politic and corporate constituting an instrumentality of the State of Maryland, hereafter called the Service.

WHEREAS, Commission is by statute charged with the responsibility for water and sewage facilities in St. Mary's County, Maryland, and in the Lake Conoy Sanitary District No. 6 within said County which Sanitary District is shown on a plat recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber DBK No. 10, folio 43, and

WHEREAS, the Service is charged with the responsibility of operating, maintaining, improving and repairing the Point Lookout State Park Wastewater Treatment Plant, which is located within the Lake Conoy Sanitary District, and is required to upgrade the degree of treatment provided at said treatment plant to meet Federal and State Final Effluent Quality Standards, and

WHEREAS, there are certain properties located within the said Sanitary District which are in need of improved sewer service and could be served by the Point Lookout State Park Wastewater Treatment Plant, and

WHEREAS, the Service applied for and will receive Federal grant assistance under the Water Pollution Control Act Amendments of 1972 to partially finance a feasibility study of said improvements, hereafter referred to as the "Step I Facility Plan, and

WHEREAS, the Grantor agencies for the Step I Facility Plan are the Environmental Health Administration and the Environmental Protection Agency.

WHEREAS, the Commission's share in the cost of the total Step I Facility Plan is not anticipated to exceed the sum of two thousand dollars ($2,000).

WHEREAS, the Commission and the Service agree that in connection with the Federal grant application mentioned above, the planning area for the required Step I Facility Plan Study shall be the Lake Conoy Sanitary District No. 6.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Service shall serve as applicant, or lead agency, for the Step I Federal Grant Application, and shall continue in that capacity until or unless regulatory constraints, in the judgement of both parties to this agreement, make it more desirable for the Commission to assume the role of applicant.

2. The Service and the Commission shall each appoint one person to a Study Management Group (SMG). The SMG shall be responsible for the day-to-day management of the study, including meeting with the Consultant Engineer selected by the Service and Commission to perform the Facility Planning, and to review and manage all aspects of the study so as to insure compliance with all applicable State and Federal requirements.

3. The Service shall, by agreement, engage the selected consultant engineer to perform the Step I facility plan.

4. The Commission and the Service will relay all inquiries, instructions, information and other matters to the Consultant Engineer through the Study Management Group in order to facilitate proper coordination of the project.

5. Within sixty (60) days from the development and evaluation of alternatives by the consultant engineer, the Study Management Group shall by unanimous vote select the most cost effective alternative(s) for implementation. However, decisions on those aspects of the alternative(s) primarily affecting only one of the parties of the SMG shall be made by that party. In the event that the SMG does not, within sixty days after presentation of said alternatives, agree upon an alternative for implementation, or if

a unilateral decision by one party adversely affects the other party, then the Grantor agency, Environmental Health Administration, shall be called upon to determine cost effectiveness or otherwise assist in resolution of the dispute.

FURTHER, the parties hereto agree that each will finance fifty percent of the 12-1/2% local share of the total Facility Plan cost.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

Witness:

Leonard J. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Francis E. Taylor (Seal)
Chairman

Witness:

Michael Long

MARYLAND ENVIRONMENTAL SERVICE

By Thomas O. McNiece (Seal)
Director

Approved as to Legal Sufficiency this 28th day of November 1978.

Ben Bialek

Ben Bialek
Assistant Attorney Geheral

Mail to C. W. Marder JAN 8 1979 MARY R. BELL, CLERK

THIS AGREEMENT, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, hereinafter COMMISSION and CHERRY COVE WATER COMPANY, a body corporate of the State of Maryland, hereinafter COMPANY,

W I T N E S S E T H :

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County, including the Dukehart's Creek/ Leonardtown Sanitary Districts, and

WHEREAS, COMPANY desires to extend, expand and improve its existing water supply system from time to time to serve additional buildings or to meet higher standards of domestic water supply and/or fire protection, and

WHEREAS, COMPANY seeks the approval of COMMISSION for the construction of such facilities, and

WHEREAS, COMMISSION, at such time as it deems it desirable so to do, may wish to acquire the existing water supply facilities owned and operated by COMPANY for the purpose of thereafter incorporating said facilities into the public water systems of COMMISSION in the Dukehart's Creek/Leonardtown Sanitary Districts, and

WHEREAS, Section 166(c) of the Code of Public Local Laws of St. Mary's County, as amended, provided that private water or sewer systems, or additions thereto, constructed after May 13, 1976, as a condition of the permit issued by COMMISSION for such construction, may be required to be dedicated to COMMISSION at such time as the COMMISSION deems public ownership of any such system or addition to be in the best interest of the County.

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein, and in order to carry out the intent and purpose of the statutes under which COMMISSION operates, it is agreed by the parties as follows:

FIRST: COMPANY agrees to convey, when requested to do so by COMMISSION, any water supply facilities constructed after May 31, 1976, with appropriate sites, easements and right-of-way to COMMISSION for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyance, and this agreement to convey is hereby made a part of any permit issued by COMMISSION for said construction.

SECOND: The parties hereto agree that any newly constructed facilities as aforesaid shall not be included in any appraisal of COMPANY'S water supply facilities constructed prior to May 31, 1976 made in connection with future acquisition or purchase, if any, of COMPANY'S water supply facilities by COMMISSION.

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CLERK, CIRCUIT CT.
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THIRD: COMPANY agrees and it shall design any new water supply facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other rules, regulations, directives or special instructions issued by COMMISSION or by the State and Federal Governments.

FOURTH: Further, COMPANY agrees to construct any new water supply facilites in accordance with final plans and specifications and any amendments thereto, submitted to and approved by COMMISSION. Further, no work in connection with the construction of such facilities shall be commenced prior to the time the COMPANY has applied for and secured from COMMISSION a permit authorizing the construction.

FIFTH: COMPANY shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by COMMISSION related to the newly constructed water supply facilities if applicable, including but not limited to review fees and inspection fees.

SIXTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof this 7th day of June 1979.

ATTEST:

Steven T. King
Secretary

ST. MARY'S COUNTY METRPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

ATTEST:

Phyllis H. Mayor
Secretary

CHERRY COVE WATER COMPANY

By: H. T. Waring (SEAL)
H. T. Waring President

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY That on this 7th day of June, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, Chairman of St. Mary's County Metropolitan Commission, and he being authorized so to do and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Notary Public.

My Commission expires: 7-1-82.

LIBER 002 FOLIO 291

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 7th day of June, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

----H. T. WARING----

who acknowledged himself to be President of Cherry Cove Water Company, a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

WITNESS my hand and Notarial Seal.

Notary Public.

My Commission expires: 7-1-82.

STATE OF MARYLAND, County of St. Mary's to wit:

I HEREBY CERTIFY That on this 8th day of June, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, Chairman of St. Mary's County Metropolitan Commission, and he being authorized so to do and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission for the purposes therein stated.

WITNESS my hand and Notarial Seal.

Notary Public.

My Commission expires: 7-1-82.

Held C.W. Saunders

JUL 5 1979

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

AUG-6-79 * 26373 *******.00
AUG-6-79 A 26373 *******.00

THIS AGREEMENT by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and PHILIP E. GRAY, of Waldorf, Maryland, hereinafter the " Developer".

WHEREAS, Commission is responsible for all water and sewerage projects in St. Mary's County and in Pine Hill Run Sanitary District No. 8, and

WHEREAS, Developer is developing certain real property within the said Sanitary District known and described as Part of Hickory Hills Section One, an 8-Lot Minor Subdivision as shown on a Plat prepared by Larry Day & Associates, Inc., dated January 26, 1979, and designated as Plat A-Sec. One, Part of Hickory Hills, and, further, at a future date Developer intends to extend the development of Hickory Hills beyond the aforesaid 8-Lot Minor Subdivision, and

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct water and sewerage facilities, hereinafter the "Facilities", to serve the aforementioned property, and,

WHEREAS, the Developer has entered into an agreement for the furnishing of water on an interim basis to the aforesaid minor subdivision with Mayjack, Inc., an adjoining property owner, said service to be without charge, and

WHEREAS, said interim water service is intended to be utilized by dwellings which may be built upon lots in said minor subdivision only until such time as the Commission is in a position to connect such dwellings to a water supply owned or operated by it, and

WHEREAS, the Developer seeks the approval of the Commission for the construction of such Facilities, and,

WHEREAS, the Concept Plan for all of the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set out, it is agreed by the parties as follows:

FIRST: The Developer shall design the Facilities in accordance with the St. Mary's County Standard Specification for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other rules, regulations, directives or special instructions issued by the Commission or by the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the Facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: The Developer shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the Commission. Said bond or bonds shall be secured and submitted to the Commission by the Developer prior to the issuance by the Commission of written notice to proceed with the construction of the Facilities covered thereby. Said bond shall be payable to the Commission, its successors and assigns, in a sum equal to the aforesaid engineering estimate for the cost of constructing the Facilities; plus ten percent for contingencies, or the amount of the contract price, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed Facilities have been inspected and given final approval in writing by the Commission. It is understood that bonding may be accomplished in accordance with the phase and schedule established under Paragraph SECOND above. It being further understood that alternatives to bonding, such as irrevocable letters of credit

or irrevocable commitments of funds may be approved by the Commission at its discretion.

FOURTH: The Developer shall pay to the Commission such fees, charges and assessments as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges and service charges, as applicable.

FIFTH: The Developer shall construct all of the Facilities set forth in Exhibit A of this document according to the schedule and in the phase or phases of construction indicated therein, and that in case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

SIXTH: The Developer shall construct the Facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the Facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and received from the Commission its written notice to proceed with construction of said Facilities.

SEVENTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the Facilities.

EIGHTH: Upon completion, and final approval by the Commission of the Facilities as set forth in Paragraph SECOND above, the Developer when requested to do so by the Commission, agrees to convey the Facilities with appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One ($1.00) Dollar , and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyances.

NINTH: The Developer shall submit a statement to the Commission upon completion of each phase of the Facilities as established in Paragraph SECOND above, indicating his actual cost to construct the Facilities to be deeded to the Commission pursuant to Paragraph EIGHTH above. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the Facilities shall be occupied or used for any purposes whether or not sold by the Developer to others, unless and until such time as the Facilities have been inspected and given final approval by the Commission and the Developer has been notified in writing by the Commission.

ELEVENTH: The Developer, in consideration of the premises and of the approval by the Commission of the construction of the Facilities by Developer referred to above, covenants and agrees to convey to the Commission by fee simple deed, free and clear of all encumbrances and without cost to the Commission, the well site containing 24,050 square feet of land, and, in perpetuity, an easement or right-of-way, 20-feet wide, as particularly described in Exhibit B, attached hereto and made a part hereof, and as shown upon a drawing thereof which is attached hereto, made a part hereof and marked Exhibit C. The well site and the easement are to be conveyed by the Developer to the Commission upon written request therefor by the Commission to the Developer; provided, however, that it is understood and agreed by the Commission that no such request shall be made prior to (1) the receipt by Developer of approval from the Planning Commission of subdivision plat for Hickory Hills Section I, or, (2) any other commercial or residential development in the surrounding area which, in the discretion of the Commission, requires public water service which can be supplied from said well site, whichever shall first occur.

TWELFTH: Developer convenants and agrees that upon the sale of lots in the minor subdivision he will furnish the Commission with the name and address of buyers in order that the Commission may timely notify such property owners of possible sewer assessments and charges and of the fact that water will be provided from the aforesaid well site at a future date by the Commission, at water service rates applicable at that time.

THIRTEENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute may be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

FOURTEENTH: This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Dated at Lexington Park, Maryland this 2nd day of August , 1979.

ATTEST:

Eleanor L. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor
Francis E. Taylor, Chairman

WITNESS:

D. Jean Buckler

Philip E. Gray

STATE OF MARYLAND, County of , to-wit:

I HEREBY CERTIFY, That on this 20th day of July , 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip E. Gray and did acknowledge the aforegoing instrument to be his act and deed.

Witness my hand and Notorial Seal.

Dorothy Jean Buckler
Notary Public

My Commission expires: 7/1/82 .

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 2nd day of August , 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notorial Seal.

Jacquelyn M. Yonguing
Notary Public

My Commission expires: 7/1/82 .

RECORDED
MARY R. BELL
CLERK, CIRCUIT COURT
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EXHIBIT A.

STATEMENT OF
PROPOSED WATER/SEWER FACILITIES
AND PHASING

PROJECT NAME: Hickory Hills, Section I.

DEVELOPER: Philip E. Gray. NO. OF PHASES: 2

PHASE I

PLAT REF.: Plat A, Sec. I, Part of Hickory Hills, an 8-Lot Minor Subdivision, prepared by Larry Day & Assoc.

NO. OF LOTS TO BE SERVED: Seven (7)

PROJECTED CONST. START DATE: October 1, 1979.

PROJECTED CONST. COMPLETION DATE: June 1, 1980.

FACILITIES TO BE CONSTRUCTED:* Water Distribution System and Sewage Collection System for seven (7) lots.

PHASE II

PLAT REF.: Hickory Hills, Section I.

No. of Lots to be served: Thirty-nine(39) total.

PROJECTED CONST. START DATE: To Be Determined.

PROJECTED CONST. COMPLETION DATE: To Be Determined.

FACILITIES TO BE CONSTRUCTED:* Water pumping station and distribution system for a total of thirty-nine (39) lots, and water storage tank wastewater pumping station and collection system for a total of thirty-nine (39) lots.

* As required by the Commission, depending upon the specific project being constructed, the facilities listed may also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, stand pipes, ground storage tanks, hydropneumatic tanks and surge tanks, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system; and -

FOR WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same; FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants, influent and effluent lines, lift stations, generators, together with all sites on which they are situate and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Initialed on behalf of:

Commission: JEG.

Developer :

LIBER 001 PAGE 296

EXHIBIT B

DESCRIPTION OF WELL SITE AND EASEMENT

BEGINNING for the same at a point on the southwesterly side of a 66-foot wide right-of-way formerly known as the U.S. Navy Railroad R/W; said point being N 50° 21' 04" W a distance of 564.30 feet from the northwesterly side of Chancellors Run Road; thence from said point of beginning and leaving said 66-foot wide right-of-way and running through the lands of Philip E. Gray the following three courses:

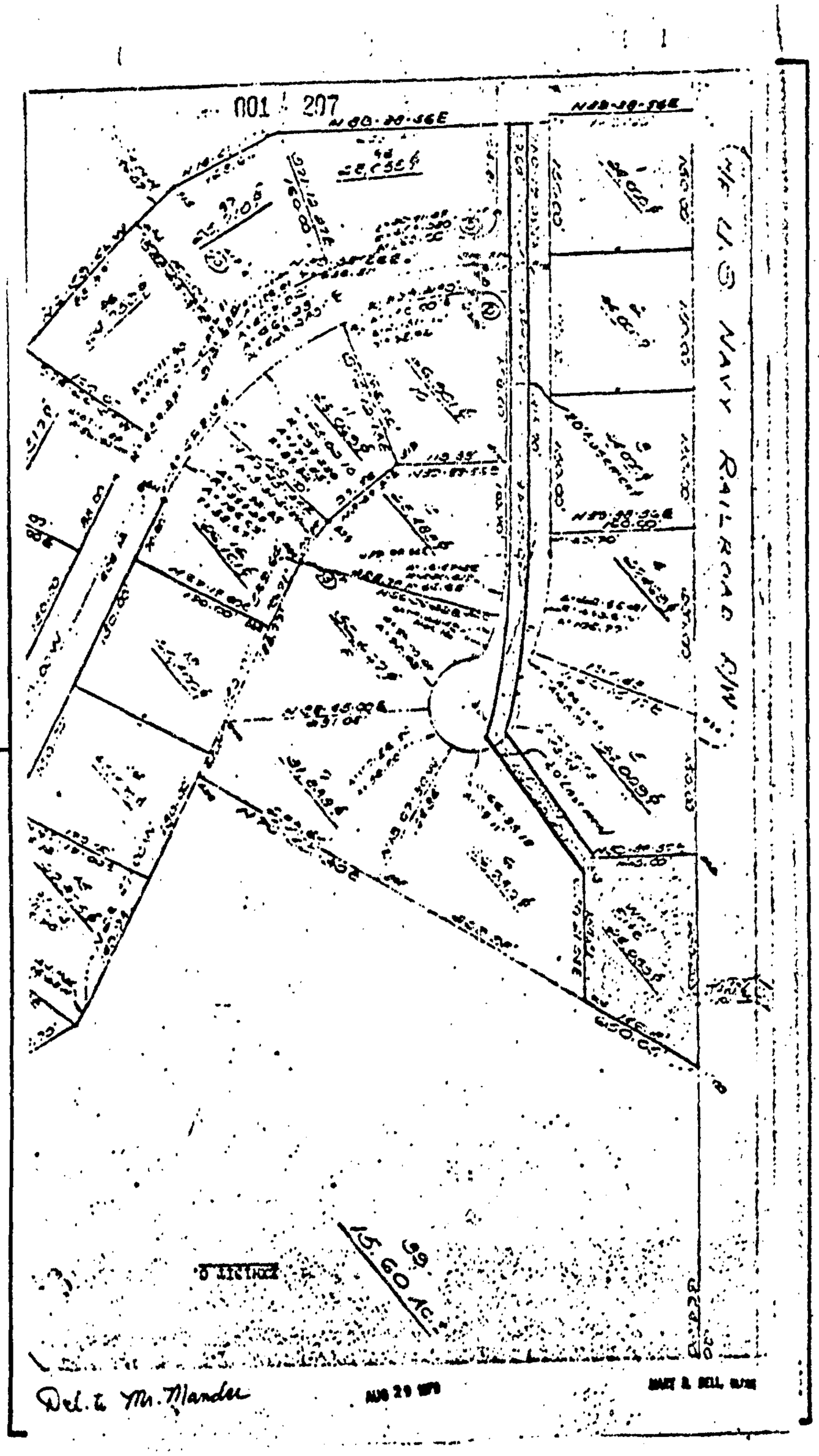
1. S 70° 52' 30" W a distance of 146.18 feet to a point;
2. N 50° 21' 04" W a distance of 154.51 feet to a point;
3. N 39° 38' 56" E a distance of 125.00 feet to a point on the southwesterly side of the aforesaid 66-foot wide right-of-way; thence, with said 66-foot right-of-way,
4. S 50° 21' 04" E a distance of 230.29 feet to a point at the place of beginning, containing 24,050 square feet of land. SUBJECT to any and all rights-of-way and/or easements of record.

TOGETHER WITH an easement, twenty-feet (20') wide, over and across the land of Philip E. Gray, for public water and/or sewer utilities and their appurtenances, the centerline of said twenty-foot (20') wide easement being described as follows:

BEGINNING for the centerline of same at the extreme southwesterly corner of the 24,050 square foot parcel described by metes and bounds above; thence, from said point of beginning N 85° 42' 48" W a distance of 166.91 feet to a point; thence, by said centerline, by an arc of a circle curving to the left, having a radius of 670 feet with an arc distance of 195 feet, to a point of tangent; thence, by the same N 50° 21' 04" W a distance of 463.51 feet to a point at the terminus of said twenty-foot (20') wide easement on the line of Hickory Hills Plat A Section One.

The above described 24,050 square foot parcel and the easement being a part of that property coveyed to Philip E. Gray by Deed from Beatrice A. Combs, et al, dated October 10, 1973, and recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK No. 199, folio 63.

Hultman C. Edwin Hultman Co



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PUBLIC WORKS AGREEMENT

A G R E E M E N T, Made this day of November, 1979, by and between Mayjack, Inc., a Maryland corporation, hereinafter "Developer", and St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter "Commission."

WHEREAS, all Sanitary Districts in St. Mary's County are under the jurisdiction of the Commission, including Pine Hill Run Sanitary District No. 8, and

WHEREAS, Developer is the owner of and is developing commercially a certain parcel of real property, zoned C-1, and consisting of 4.057 acres situated on the northwesterly corner of the intersection of Maryland State Route 235 and Chancellors Run Road within the said Sanitary District, and

WHEREAS, Developer, whether by requirement of the County or by choice, desires to construct sewerage and water supply facilities, hereinafter "facilities", to serve the aforementioned development, and

WHEREAS, the Developer seeks approval of the Commission for the construction of the facilities, and a Concept Plan for development of the entire site has been submitted to and approved by the Board of County Commissioners of St. Mary's County or its duly appointed agent, and

WHEREAS, Developer has now submitted a site plan for the first phase of construction of the projected development.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed between the parties as follows:

FIRST: The facilities shall be designed and constructed in accordance with the "St. Mary's County Standard Specifications for Water and Sewerage Construction", the "Comprehensive Water and Sewerage Plan for St. Mary's County", and any other rules, regulations, directives or special instructions issued by the Commission, County, or the State or Federal governments.

SECOND: Developer shall submit statements to be included as Exhibits A and B of this document, and made a part hereof, setting forth a proposed phasing for the construction of the facilities listed on said exhibits, and a proposed schedule of completion for said phase or phases, said statements to be subject to the approval of the Commission. The Developer shall also submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the Commission.

THIRD: It is understood that Commission is negotiating for the acquisition of a 24,050 square-foot tract of land on adjacent Hickory Hill Subdivision, Section One (Plat One), as referred to on the Site Plan above-mentioned, prepared by Larry Dey & Associates, Professional Land Surveyors, No. 77-076, dated 3-29-78, as revised 10-18-79, and made a part hereof by reference. Developer agrees that the drilled well which is part of the facilities shall be constructed by Developer upon the aforesaid tract in Hickory Hill Subdivision; provided, however, that in the event Developer has proceeded with construction of the first phase of the development (a 3,120 square foot office structure and its appurtenances) to a point where on-site water is necessary

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MARY G. BELL
CIRCUIT COURT CLERK
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prior to the time the Commission has acquired title to the Hickory Hill tract, then and in that event Developer may proceed to construct the well on Developer's property at the location noted as an alternate location on the Site Plan. Commission agrees to keep Developer informed of its progress in negotiations for the Hickory Hill well site.

FOURTH: Developer, as part of the facilities as listed on Exhibit A, is to construct a twelve-inch (12") water main and its appurtenances in and along the 20-foot wide easement shown on the Site Plan, and the Commission hereby agrees to reimburse Developer for one-third (1/3) of the actual cost of the water main, to be paid to the Developer after a statement of such actual cost has been submitted to and approved by the Commission as required by Paragraph Eleventh of this Agreement.

FIFTH: Except as to the construction of facilities listed in Phase One of Exhibits A & B, Developer shall furnish a bond or bonds, the form and surety or sureties thereof to be as approved by the Commission. Said bond or bonds shall be secured and submitted to the Commission by the Developer prior to the issuance by the Commission of written notice to proceed with the construction of facilities in Phase Two of the exhibits, or any amendments thereof. Said bond or bonds shall be payable to the Commission, its successors and assigns, in a sum equal to the aforesaid engineering estimate of cost of constructing the facilities, plus ten per cent (10%) for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as completed facilities have been inspected, approved and accepted by the Commission; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under Paragraph Second above; it being further understood that alternatives to bonding, such as irrevocable letters of credit or irrevocable commitments of funds may be approved by the Commission in its discretion.

SIXTH: The Developer shall pay to the Commission such fees, charges, and assessments as may from time to time be established by the Commission, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges and service charges as applicable.

SEVENTH: The Developer shall construct all of the facilities set forth in Exhibits A & B of this document according to the schedule and in the phase or phases of construction indicated therein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the facilities constructed under all previous phases have been inspected, approved and accepted by the Commission.

EIGHTH: The Developer shall construct the facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the Commission. Further, no work in connection with the construction of the facilities shall be commenced prior to the time the Commission has approved said final plans and specifications and the Developer has applied for and received from the Commission its written notice to proceed with construction of said facilities.

NINTH: The Developer shall make available the property being improved to any duly authorized representative of the Commission at all reasonable times for the purpose of inspection the construction of the facilities.

TENTH: Upon completion and the approval by the Commission of the facilities as set forth in Paragraph Second above, the Developer, if, as and when requested so to do by the Commission, agrees to convey all of the facilities, or any part thereof, with the appropriate sites, easements, and rights-of-way to the Commission for the nominal sum of One Dollar ($1.00), and to provide all documentation and assurances of title as are requested by the Commission in connection with the proposed conveyances.

ELEVENTH: The Developer shall submit a statement to the Commission, upon completion of each phase of the facilities as established in Paragraph Second above, indicating his actual cost to construct the facilities. When such cost statement has been approved by the Commission, the approved amount shall be used to adjust inspection fees originally paid by the Developer and to calculate the amount of reimbursement to Developer for its cost to construct the twelve-inch (12") water mainreferred to in Paragraph Fourth above.

TWELFTH: No premises within the project to be constructed and to be connected to the facilities shall be occupied or used for any purpose, whether or not sold by the Developer to others, unless and until such time as the facilities have been completed, inspected and approved by the Commission and the Developer so notified in writing by the Commission.

THIRTEENTH: In the event of a dispute between the parties as to the subject matter of this agreement, the dispute can be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

FOURTEENTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS the due execution hereof by the parties.

ATTEST:

Secretary.

MAYJACK, INC.

By: (SEAL)
President.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: (SEAL)
Chairman.

STATE OF MARYLAND, County of St. Mary's, to-wit:

On this 16th day of November, 1979, before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared JOHN T. DAUGHERTY, who acknowledged himself to be the President of Mayjack, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Notary Public.

My Commission expires: 7-1-82

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LIBER 001 FOLIO 301

STATE OF MARYLAND, County of St. Mary's, to-wit:

On this 4th day of November, 1979, before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared FRANCIS E. TAYLOR, who acknowledged himself to be the Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said Commission by himself as Chairman.

WITNESS my hand and Notarial Seal.

Judith A. Parker
Notary Public.

My Commission expires: 7-1-82.

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Rte 935 at Chancellors Run Rd. Neighborhood Shopping Center TOTAL NO. OF PHASES: Two

DEVELOPER: MAYJACK, INC.

PHASE I

PLAT REF.: Legacy Dev & Associates-Plat #77-076 as revised 10/18/79 # OF LOTS TO BE SERVED: 3120 sq. ft. Office Building

PROJECTED CONST. START DATE: Immediately PROJECTED CONST. COMPLETION DATE: 120 days

FACILITIES TO BE CONSTRUCTED*: Four-inch well drilled to the Aquia aquifer, and appurtenances necessary to adequately serve the said 3120 sq. ft. office building, constructed on Hickory Hill Subdivision well site or as provided in this Agreement on the alternate site specified in the above Site Plan.

PHASE II

PLAT REF.: Plat or plats covering remainder of approximately 30,000 sq. ft. shopping center. # OF LOTS TO BE SERVED:

PROJECTED CONST. START DATE: As determined PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*: Additional water supply, mains, fire hydrants, and services required to serve the additional uses and structures in accordance with County regulations and specifications.

PHASE III

PLAT REF.: # OF LOTS TO BE SERVED:

PROJECTED CONST. START DATE: PROJECTED CONST. COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: _____ (Initials)

Developer: _____ (Initials)

LIBER 001 PAGE 303

EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Neighborhood Shopping Center Rte. 235 at Chancellors Run Road. TOTAL NO. OF PHASES: Two

DEVELOPER: MAYJACK, INC.

PHASE I

PLAT REF.: Larry Day & Associates - Plat #77-076 - Rev. 10/18/79 # OF LOTS TO BE SERVED: 3120 sq. ft. Office Bldg.

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Sewer lateral with connection for said 3120 sq. ft. Office Building

PHASE II

PLAT REF.: Plat or plats covering remainder of approx. 30,000 sq. foot shopping center # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Sewer lateral or laterals with connections for remainder of stores and offices in accordance with approved concept plan and site plans to be submitted for approval covering said future construction as it occurs.

PHASE III

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: _____

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants, influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the

same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of an connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____ (Initials)

Developer: _____ (Initials)

MARY R. BELL, CLERK

JAN 04 1980

Mail to: Metro. Comm.

LIBER 001 PAGE 305

PUBLIC WORKS AGREEMENT

DEC 18 '79 # 23958 *******.00
DEC 18 '79 $ 23958 *******.00

AGREEMENT, Made this 14th day of December, 1979, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter COMMISSION, and Harry H. Leonard and Ruth E. Leonard, his wife, and Ronald L. Leonard and Theresa W. Leonard, his wife, hereinafter OWNERS.

WHEREAS, COMMISSION is responsible for all water and sewer projects in St. Mary's County, Maryland, and in the Indian Creek Sanitary District No. 10 of said County, and

WHEREAS, OWNERS are converting to office building use a structure located on a tract of land situated in said Sanitary District and binding upon the southbound lane of Maryland Route #5 as described in a Deed to the OWNERS from J. Whitson Rogers, Inc., dated June 29, 1979, and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. MRB 048, folio 87, and

WHEREAS, in order to provide adequate sewer and water service to the property, the OWNERS are ready, willing and able to lay and construct an eight-inch (8") steel utility casing with necessary sewer and water pipes therein (hereinafter Facility), across and under the southbound lane of Maryland Route #5, at their sole expense, from the aforesaid property of OWNERS to a tract of land owned by said Harry H. Leonard and Ronald L. Leonard, and

WHEREAS, the Highway Administration of the Maryland Department of Transportation, as a condition of any permit for construction work affecting highways, requires that the COMMISSION after completion of the work shall assume responsibility for the maintenance and repair of the Facility lying under the road right-of-way, and

WHEREAS, COMMISSION is willing to accept such primary responsibility, provided that OWNERS shall design and construct the Facility in accordance with the terms of this agreement and shall agree to pay the cost of any such maintenance and repair when and as billed therefor by the COMMISSION.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. OWNERS shall, at their own expense, design and construct the Facility in accordance with plans, specifications and procedures submitted to and reviewed and approved by the COMMISSION, and in accordance with all applicable rules, regulations, directives or special instructions, whether of the COMMISSION or agencies of the County, State and Federal governments.

RECORDED
[illegible]

'79 DEC 18 AM 9 14

2. No construction work on the Facility shall be commenced by OWNERS prior to the following requirements and approvals, each and all of which shall be conditions precedent to such commencement:

(a) Receipt by the COMMISSION of the required permit from the State Highway Administration.

(b) Submission to and approval by the COMMISSION of plans and specifications for the construction of the Facility and of the materials for same.

(c) Approval by the COMMISSION of the Contractor selected by OWNERS to perform the work, and of bid and contract documents, in order to assure that the work contracted for will meet COMMISSION standards and requirements.

(d) Submission by OWNERS to the COMMISSION of an itemized engineer's estimate of the cost of the Facility, unless the contract referred to above contains adequate cost information on the Facility; such estimate or cost figure to be used by the COMMISSION to calculate review and inspection fees referred to below.

(e) Application by OWNERS to the COMMISSION for a permit authorizing the work, as approved, to proceed, and the issuance of such permit by the COMMISSION.

3. All construction shall be subject to inspection by the COMMISSION and OWNERS shall grant access to representatives of the COMMISSION at all reasonable hours for such purpose, and shall notify the Contractor that work on the Facility is subject to inspection as aforesaid and that the COMMISSION may halt any work not being performed in accordance with the approvals given. OWNERS shall notify the COMMISSION, in writing, at least five (5) days in advance of the date on which work on the Facility is scheduled to commence.

4. Upon completion of all work on the Facility and final approval by the COMMISSION of the Facility as built, COMMISSION agrees to thereafter maintain and repair when necessary the Facility lying within the aforesaid Maryland Route #5 right-of-way; provided, however, that when any such maintenance or repair has been made by the COMMISSION, OWNERS agree to promptly reimburse the COMMISSION for the cost thereof, including administrative overhead, when and as billed to OWNERS by the COMMISSION.

NY • 412/921-6000

5. OWNERS further agree to pay in advance all applicable review and inspection fees as established by the COMMISSION for the review of plans and specifications and for on-site inspections.

6. Upon completion and approval as established in Paragraph 4 above, OWNERS shall submit to the COMMISSION an itemized statement indicating the actual cost of the Facility, and when such cost statement has been approved by the COMMISSION, the approved amount shall be used to adjust the review and inspection fees originally paid by the OWNERS.

7. OWNERS and the COMMISSION further agree that whenever the COMMISSION deems it feasible to make use of the Facility by incorporating it into a public water/sewer system, it shall notify the OWNERS, who shall thereupon convey and transfer any right, title and interest they may have in the Facility to the COMMISSION, and shall execute all documentation necessary to the transfer, including appropriate sites, easements and rights-of-way necessary to use of the Facility by the COMMISSION. OWNERS shall thereafter have no further obligation to reimburse the COMMISSION for maintenance and repair costs subsequently incurred, and with reference to public water and/or sewer service to OWNERS by the COMMISSION shall stand in the same relation, bear the same assessments and charges and be subject to the same rules and regulations of the COMMISSION as other users of the public system or systems within the Indian Creek Sanitary District No. 10.

8. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

WITNESS the due execution hereof.

ATTEST:

Secretary.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: (SEAL)
Francis E. Taylor, Chairman.

WITNESS:

Juliana M. Knott

(SEAL)
Mary N. Leonard

Juliana M. Knott

(SEAL)
Ruth E. Leonard

Juliana M. Knott

(SEAL)
Ronald L. Leonard

Juliana M. Knott

(SEAL)
Theresa J. Leonard

STATE OF MARYLAND, County of St. Mary's, to-wit:

I hereby certify that on this 13th day of December, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry M. Leonard, Ruth E. Leonard, Ronald L. Leonard and Theresa W. Leonard, and did each acknowledge the aforegoing instrument to be his or her respective act and deed.

Witness my hand and Notarial Seal.

Notary Public.

My commission expires: 7/1/82.

STATE OF MARYLAND, County of St. Mary's, to-wit:

I hereby certify that on this 21st day of December, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Notary Public.

My commission expires: 7-1-82

Mail to: Chas W. Mendes

JAN 04 1980

MARY R. BELL, CLERK

Audio • 412/921-6000

BOOK 001 PAGE 309

FEB 22-80 * 26314 ********.00
FEB 22-80 A #26314 ********.00

PUBLIC WORKS AGREEMENT

This Public Works Agreement by and between St. Mary's County Metropolitan Commission, hereinafter "COMMISSION", and A.L.E.R., Inc., a body corporate of St. Mary's County, Maryland, hereinafter "DEVELOPER".

WHEREAS, the COMMISSION is responsible for all public water and sewerage projects in St. Mary's County and in the Pine Hill Run Sanitary District No. 9, and

WHEREAS, the DEVELOPER is the owner of and is developing certain real property within said County and Sanitary District known as Lot #1, Southampton Industrial Park, more particularly described in a Deed from St. Mary's Realty Company, Inc. to A.L.E.R., Inc., dated July 31, 1979, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 049, folio 406, and

WHEREAS, said Lot #1 abuts upon a COMMISSION interceptor sewer but is located beyond a COMMISSION water line which would require an extension thereof in order to serve said property, and

WHEREAS, the DEVELOPER, whether by requirement of the County or by choice, desires to construct an extension of said water line in order to provide water service on the property, and

WHEREAS, the Site Plan for the aforementioned development, bearing the designation Southampton Industrial Park, Site Plan Lot #1, has been submitted to and approved by the County Commissioners of St. Mary's County or their duly appointed agent, and DEVELOPER now seeks the approval of the COMMISSION for the construction of said water line extension.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: That plans and specification for said water line extension and all appurtenances thereto (hereafter Facilities) shall be submitted by the DEVELOPER to the COMMISSION for its review and approval; that no construction of such Facilities by DEVELOPER shall be commenced until the COMMISSION has approved the plans and specifications and has notified the DEVELOPER of such approval and, further, has issued to DEVELOPER a construction permit for the project, which permit may contain such conditions and restrictions as may be prescribed by the COMMISSION. If plans and specifications are disapproved by the COMMISSION, reasons therefor will be made known to the DEVELOPER.

SECOND: That DEVELOPER shall construct the Facilities in the manner prescribed by the approved plans and specifications, or any approved amendment thereof, and in accordance with the terms and conditions, if any, of the aforesaid construction permit.

THIRD: That the aforesaid property and the construction site shall be made available at all reasonable times to representatives of the COMMISSION for inspection, testing and overseeing generally in order to assure that all construction work and materials are in accordance with the approved plans, specifications and the construction permit.

RECORDED
MARY R. BELL
CLERK, CIRCUIT COURT
'80 FEB 22 AM 10 52

FOURTH: That DEVELOPER will not rent or sell space in said development, and no premises shall be occupied by any person, firm or corporation, until the Facilities have been constructed by DEVELOPER, approved by the COMMISSION, and the DEVELOPER notified that the line as built is ready to serve the premises.

FIFTH: That DEVELOPER shall submit to the COMMISSION, along with the plans and specifications required in Paragraph First hereof, an itemized engineer's estimate of the cost of constructing the Facilities for the COMMISSION'S water line to the boundary of DEVELOPER'S property, which estimate is also subject to approval by the COMMISSION. The approved engineer's estimate will be the basis for assessing inspection fees by the COMMISSION as required by its rules and regulations.

SIXTH: That DEVELOPER shall pay to the COMMISSION all applicable fees for the review of plans and specifications and for inspection by the COMMISSION thereafter applicable to DEVELOPER'S property and the use of water and sewer services, including, without limiting the generality of the foregoing, connection charges, tap fees, benefit assessments and service charges.

SEVENTH: That COMMISSION and DEVELOPER shall share the cost of construction of said Facilities from the COMMISSION'S water line to the boundary of DEVELOPER'S property, a distance of 180 feet more or less, in consideration of the fact that the COMMISSION will require installation of a 12-inch water line, whereas DEVELOPER will require only a 10-inch water line for service to DEVELOPER'S property, including adequate fire protection, on a ratio of five-sixths (5/6ths) of the costs to be borne by the DEVELOPER and one-sixth (1/6th) of the costs by the COMMISSION.

EIGHTH: That upon completion, and acceptance by the COMMISSION of the Facilities aforesaid, the DEVELOPER shall convey all of said Facilities to the Commission as and when requested so to do by the COMMISSION, together with the appropriate easements and right-of-way, and shall provide all documentation and assurances of title as may be requisite in accordance with the transfer.

NINTH: That after such completion and acceptance, the COMMISSION agrees to reimburse the DEVELOPER for one-sixth (1/6th) of the cost of construction of the Facilities; provided, however, that DEVELOPER shall first submit an itemized statement of the actual costs incurred together with such other supporting information as the COMMISSION may request, and payment by the COMMISSION to the DEVELOPER shall be subject to prior approval by the Engineer of the COMMISSION of the items of cost making up the total. When such cost statement has been approved, the approved amount shall be used in adjusting review fees and any other charges paid by DEVELOPER and arrived at by using a percentage of the engineer's estimate required by Paragraph Fifth hereof.

TENTH: This Agreement shall be binding upon and inure to the benefit of the personal representative heirs, successors and assigns of the parties hereto.

Attest:

A.L.E.R., Inc.

By: _____ President

Attest:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: _____ Secretary

Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 30th day of January, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared [illegible] who acknowledged himself to be President of A.L.E.R., Inc., a body corporate of St. Mary's County, Maryland, and that he as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of said corporation by himself as President.

Witness my hand and Notarial Seal.

_____ Notary Public.

My Commission expires: 7-1-82

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 14th day of February, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Brenda E. Bassford
Notary Public.

My Commission expires: 7-1-82

[illegible]

ELMER R. DELL, CLERK

BOOK 001 312

MAR-4-80 * 26705 *******(1)
MAR-4-80 A #26705 *******(2)

PUBLIC WORKS AGREEMENT

This Public Works Agreement by and between St. Mary's County Metropolitan Commission, hereinafter "Commission", and Martha Griffin, of St. Mary's County, Maryland, hereinafter "Developer".

WHEREAS, the Commission is responsible for all public water and sewerage projects in St. Mary's County and in the Pine Hill Run Sanitary District No. 8, and

WHEREAS, the Developer is the owner of and is developing certain real property within said County and Sanitary District described in a Deed from Mayjack, Inc. a body corporate, to the said Martha Griffin, dated September 14, 1979, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB No. 053, folio 376, and

WHEREAS, the Developer, whether by requirement of the County or by choice, desires to construct an extension of certain water and sewer lines in order to provide water and sewer service on the property, and

WHEREAS, the Site Plan for the aforementioned development, bearing the designation Site Plan as done by Lorenzi Dodd & Gunnill, Inc. Contract No. 783376 dated 9-30-78 and revised 3-22-79 has been submitted to and approved by the County Commissioners of St. Mary's County or their duly appointed agent, and Developer now seeks the approval of the Commission for the construction of said water and sewer line extensions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: That plans and specifications for said water and sewer line extensions and all appurtenances thereto (hereafter Facilities) shall be submitted by the Developer to the Commission for its review and approval; that no construction of such Facilities by Developer shall be commenced until the Commission has approved the plans and specifications and has notified the Developer of such approval and, further, has issued to Developer a construction permit for the project, which permit may contain such conditions and restrictions as may be prescribed by the Commission. If plans and specifications are disapproved by the Commission, reasons therefore will be made known to the Developer.

RECORDED
MARY R. BELL
CLERK, CIRCUIT COURT
'80 MAR 4 AM 11 17

SECOND: That Developer shall, at her expense, obtain necessary easements and construct the sewer Facilities in the manner prescribed by the approved plans and specifications, or any approved amendment thereof, and in accordance with the terms and conditions, if any, of the aforesaid construction permit.

THIRD: That the aforesaid property and the construction site shall be made available at all reasonable times to representatives of the Commission for inspection, testing and overseeing generally in order to assure that all construction work and materials are in accordance with the approved plans, specifications and the construction permit.

FOURTH: That Developer will not rent or sell space in said development, and no premises shall be occupied by any person, firm or corporation, until the sewer Facilities have been constructed, by Developer, approved by the Commission, and the Developer notified that the line as built is ready to serve the premises.

FIFTH: That Developer shall submit to the Commission, along with the plans and specifications required in Paragraph First hereof, an itemized engineer's estimate of the cost of constructing the sewer Facilities from the Commission's sewer line to the boundary of Developer"s property, which estimate is also subject to approval by the Commission. The approved engineer's estimate will be the basis for assessing the sewer Facilities inspection fee by the Commission as required by its rules and regulations.

SIXTH: That the Commission will extend the water Facilities from the Commission's water line to the boundary of the Developer's property.

SEVENTH: That the aforesaid property owner shall immediately grant a 20-foot construction easement running and binding along the Route 235 right-of-way line the entire length of said property for construction of the water Facilities.

EIGHTH: That the Developer may rent or sell space in said Development, and premises may be occupied by persons, firms or corporations prior to completion of the water Facilities by the Commission only when Developer submits a plan to the Commission to supply potable water to the Development and the Commission approves said plan.

NINTH: That water service will be obtained by extension of the water main from Valley Drive, north along the westerly side of Maryland Route 235 to the Developer's property. The Commission and the Developer shall share the cost of construction of said water Facilities from the Commission's water line to the boundary of the Developer's property, a distance of 400 feet more or less, in consideration of the fact that the Commission will require installation of a 12-inch water line, whereas the Developer will require only an 8-inch water line for service to Developer's property, including adequate fire protection, payment of the Developer's share of the 400 feet of the 12-inch water main shall be based on the Contract 8-2D-W bid price for 400 feet of 8-inch water main installation for the Metropolitan Commission's Contract 8-2D-W and shall be installed under said Contract 8-2D-W.

TENTH: That the actual Developer's share of the construction cost shall be the basis for assessing the water Facilities inspection fee by the Commission as required by its rules and regulations.

ELEVENTH: That Developer shall pay to the Commission all applicable fees for the review of plans and specifications and for inspection by the Commission of the Facilities, as well as all applicable fees and charges of the Commission thereafter applicable to Developer's property and the use of water and sewer services, including, without limiting the generality of the foregoing, connection charges, tap fees, benefit assessments and service charges.

TWELVETH: That upon completion, and acceptance by the Commission, of the Facilities aforesaid, the Developer shall convey all of said Facilities to the Commission as and when requested so to do by the Commission, together with the appropriate easements and rights-of-way, and shall provide all documentation and assurances of title as may be requisite in connection with the transfer.

THIRTEENTH: This Agreement shall be binding upon and inure to the benefit of the personal representative heirs, successors and assigns of the parties hereto.

BOOK 001- 315

WITNESS the hands and seals of the parties hereto, this 29th day of February, 1980.

Attest:

Mary T. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

Witness:

Nora B. Gibson

Martha Griffin (SEAL)
MARTHA GRIFFIN

ST. OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 12th day of February, 1980, before me, the subscriber, personally appeared Francis E. Taylor who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Nora B. Gibson
Notary Public.

ST. OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 12th day of February, 1980, before me, the subscriber, personnaly appeared Martha Griffin and did acknowledge the aforegoing instrument to be her act and deed.

Witness my hand and Notarial Seal.

Nora B. Gibson
Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3rd day of March, 1980, before me, the subscriber, personnaly appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Brenda Norris
Notary Public

My Commission expires: July 1, 1982

APR 3 1980

MARY R. BELL, CLERK

BOOK 001 316

PUBLIC WORKS AGREEMENT WA 11-80 # 26955 ******.00
WA 11-80 B 26955 ******.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter the "Commission", PATUXENT DEVELOPMENT COMPANY, INC., and MARTHA M. MILLISON, hereinafter the "Parcel Owner", and McDONALD'S CORPORATION, a body corporate, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in Indian Creek Sanitary District No. 10, and

WHEREAS, the Developer is developing certain real property within the said Sanitary District consisting of one acre, more or less, as described in a Contract of Sale dated April 23, 1979 between Patuxent Development Company, Inc., and Martha M. Millison, Sellers, and McDonald's Corporation, Purchaser, and

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct water facilities, hereinafter the "facilities", to serve the aforementioned property on which the Developer will construct a restaurant, and

WHEREAS, the "Parcel Owner" has agreed to convey to the "Commission" by separate Deed a 100' x 100' parcel adjoining "Developer's" land, on which the said "facilities" will be constructed, and

WHEREAS, the Developer seeks the approval of the Commission for the construction of such facilities, and

WHEREAS, the Concept Plan for the aforementioned development has been submitted to and approved by the Board of County Commissioners of St. Mary's County or their duly appointed agent.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: At the Request of the "Commission" the "Parcel Owner" agrees to execute and deliver a Deed conveying the 100' x 100' parcel per description attached hereto labelled Exhibit "B", to the "Commission".

SECOND: The Developer has designed the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission or the State and Federal Governments. A copy of said design specifications is attached hereto as Exhibit "C", and has been approved by the Commission and complies with all applicable standards.

Grading/Erosion Control Plan, Sheet 2 of 5 [illegible] dated 9/30/79 as revised 10/24/79, 12/14/79, 1/7/80 and 2/4/80 by J.R. McCrone Jr., Inc. of Annapolis, Md. and well system and details plan sheet 5 of 5 dated 9/30/79.

INITIAL & DATE

RECORDED
MARY R. BELL
CLERK CIRCUIT COURT
80 MAR 11 AM 10 15

THIRD: The Developer has submitted a statement to be included as Exhibit "A" of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, and said statement has been approved by the Commission. The Developer has also submitted an itemized engineer's estimate of the total cost to complete the facilities, said estimate being attached hereto as Exhibit "B" and such estimate has also been approved by the Commission.

FOURTH: The Developer shall pay to the Commission review fees and inspection fees, as applicable.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit "A" of this document on the said 100' x 100' parcel according to the schedule and in the phase or phases of construction indicated therein.

AND the Commission, for all purposes pertinent to the construction of the facilities and appurtenances thereto, hereby grants to Developer, its agents and servants, the right and privilege to enter upon and use the above described premises. Upon completion of construction of said facilities, Developer shall have the right and privilege to enter upon said premises for maintenance and operation of the facilities until such time as the facilities are conveyed to the Commission as hereinafter provided. Cost of such maintenance and operation shall be borne by Developer until the transfer is effected.

SIXTH: The Developer shall construct the facilities in accordance with the attached final plans and specifications.

SEVENTH: The Developer shall make available the facilities being constructed to any duly authorized representative of the Commission at all reasonable times for the purpose of inspecting the construction of the facilities.

EIGHTH: Upon completion and approval by the Commission of the facilities described in Paragraphs Third and Sixth above, the Developer when requested so to do by the Commission, agrees to convey all of the Facilities constructed on the site for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by the Commission in connection with said proposed conveyance. Upon the transfer of the facilities, the maintenance and operation of the facilities, and the cost thereof, shall be undertaken by the Commission. After such transfer, and until the Commission shall elect to construct a self-contained well together with on-site pump house, chlorinator, pressure tank and mixing tank , the Commission shall maintain the on-site well facilities, and the Developer shall continue to maintain the chlorinator, pressure tank and mixing tank contained in its building. The

Commission may make a monthly charge to the Developer for the maintenance of said on-site facilities. It is understood and agreed that no charges based on the quantity of water used shall be made unless and until the Commission has constructed an additional water supply on the well site to serve the area, at which time all customers being served from said well site, including McDonald's Corporation, shall pay the uniform assessments and charges duly established for the Sanitary District.

In the event the Commission permits another or other water users to tap into the original well supply, or in the event said well is expanded to accommodate other users, the Developer shall be entitled to a pro-rated rebate from such other users (and the Commission shall require and enforce such rebates) for the Developer's reasonable maintenance, repair and replacement costs of the said facilities inside its building. Such rebate shall be based* upon the respective gallon usage of water by each user.

NINTH: The Developer shall submit a statement to the Commission, upon completion of construction of the facilities indicating his actual cost to construct the facilities to be deeded to the Commission pursuant to Paragraph EIGHTH above. Such cost statement shall be used to adjust the inspection fees originally paid by the Developer.

TENTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, and approved by the Commission and the Developer so notified in writing by the Commission.

ELEVENTH: This Agreement shall be recorded among the land records of St. Mary's County and be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

INITIAL DATE

WITNESS the hands and seals of the parties hereto, this 29 day of FEBRUARY, 1980.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

ATTEST:

Secretary

By Francis E. Taylor, Chairman (SEAL)

WITNESS:

McDONALD'S CORPORATION

ATTEST:

Assistant Secretary

By Vice President (SEAL)

WITNESS:

PATUXENT DEVELOPMENT COMPANY, INC.

ATTEST:

By (SEAL)

WITNESS:

MARTHA H. MILLISON

WITNESS:

(APPEND ACKNOWLEDGEMENTS OF SIGNATURES)

(ACKNOWLEDGMENT)

STATE OF ILLINOIS
COUNTY OF DUPAGE SS:

I, Pam Iuro, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that W. H. Sutherland, Vice President, and [illegible] Assistant Secretary, of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such W. H. Sutherland, Vice President, and [illegible] Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of February 1980.

Pam Iuro
Notary Public

My Commission Expires L... 2, 1983

(ACKNOWLEDGMENT-INDIVIDUAL)

STATE OF Maryland
COUNTY OF St. Mary's SS:

I, Barbara S Brandy, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that [illegible] and [illegible] of [illegible] who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (his) (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of February 1980.

My Comm Expires 7.1.82.

Barbara S Brandy
Notary Public

(ACKNOWLEDGMENT-CORPORATE)

STATE OF Maryland
COUNTY OF St. Mary's SS:

I, Barbara S Brandy, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that [illegible] Vice President, and [illegible] Assistant Secretary of [illegible] an [illegible] corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such [illegible] Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such [illegible] Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of February 19 80.

My Comm Expires 7.1.82

Barbara S Brandy
Notary Public

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 14th day of February, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Brenda Cassagnol
Notary Public

My Commission expires: 7/1/82

BOOK 001 321

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: McDONALD'S RESTAURANT TOTAL NO. OF PHASES: 1

DEVELOPER: McDONALD'S CORPORATION

PHASE I

PLAT REF.: McDONALD'S SITE PLAN # 176-19 # OF LOTS TO BE SERVED: 1

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: 4 inch well; Chlorinator, mixing tank and pressure tank to be located inside restaurant building per attached plans, (Exhibit C)

PHASE II

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: _____

PHASE III

PLAT REF.: _____ # OF LOTS TO BE SERVED: _____

PROJECTED CONST. START DATE: _____

PROJECTED CONST. COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: _____

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* ~~The facilities listed also include FOR WATER PUMPING STATIONS:~~ wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior ~~and exterior~~ piping and appurtenances, together with all sites on which they are situate and 20' access to ~~the same; FOR WATER STORAGE TANKS: Elevated storage tanks, stand~~

Exhibit "A"
Page 1 of 2

~~pipes, ground storage tanks, hydropneumatic tanks and surge tanks~~ as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any ~~way could be construed as part of the water system.~~

Commission: _____ (Initials)

Developer: _____ (Initials)

Exhibit "A"

Page 2 of 2

BOOK 001 323

J. R. McCarthy, Jr., Inc.

Engineers • Land Planners • Land Surveyors
20 RIDGELY AVENUE
P.O. BOX 1789 ANNAPOLIS, MARYLAND 21404
Annapolis - 267-8621 — Baltimore - 269-0331 — Washington - 261-2405

REPLY TO: Annapolis

January 23, 1980

DESCRIPTION OF A PROPOSED WELL SITE
CONTAINING 0.25 ACRES OF LAND, MORE OR LESS,
SITUATED IN
5TH ELECTION DISTRICT, ST. MARY'S COUNTY, MARYLAND
FOR
LARRY MILLISON

BEGINNING for the same at a pipe set in the southerly right of way line of a proposed 30 foot right of way leading from Maryland State Route #5 through the lands of the Grantor herein; said beginning point being further described as bearing North 81° 15' 00" West, 325 feet along right of way line from a nail in the westerly right of way line of Maryland State Route #5; said beginning point being further described as being the northwesterly corner of a 1.22 acre parcel of land intended to be conveyed unto McDonalds; said beginning point being even further described as being the most easterly corner of the herein described;

THENCE leaving beginning point so fixed and running and binding on said lot intended to be conveyed to McDonalds; (1) South 08° 45' 00" West, 104.36 feet to a pipe set;

THENCE leaving the outline of said McDonald lot and running through the lands of the Grantor herein the following two (2) courses and distances; (2) North 81° 15' 00" West, 104.36 feet to a pipe set;

THENCE (3) North 08° 45' 00" East, 104.36 feet to a pipe set in the aforementioned southerly right of way line of said proposed 30 foot right of way;

THENCE running and binding on said right of way line South 81° 15' 00" East,

Exhibit "B"

DESC. OF A PROPOSED WELL SITE

Page 2

104.36 feet to the point and place of beginning;

CONTAINING a total of 0.25 acres of land, more or less;

BEING a portion of a larger tract or parcel of land conveyed unto Martha Millison, et al., by deed dated July 18, 1977 from Bragg, Incorporated and J. Frank Abell as recorded among the Land Records of St. Mary's County, Maryland in Liber M.R.B. 041, at folio 294 as surveyed by J.R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors.

Mail to C Manders

MAR 20 1980

MARY R. BELL, CLERK

MSR 13-00 * 27076 *******.00
MSR 13-00 A *27076 *******.00

BER 001 325

THIS AGREEMENT, Made this 5th day of March, 1980, by and between St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter COMMISSION, and Hugh Allston, Jr., Robert T. Erickson and A.L.E.R., Inc., a body corporate, referred to collectively hereinafter as DEVELOPERS.

WHEREAS, the COMMISSION is responsible for all public water and sewerage projects in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, and

WHEREAS, Hugh Allston, Jr., and Robert T. Erickson are owners of a 17.063 acre parcel of land described in a Deed from Jack E. Greer, et ux., dated August 1, 1979 and recorded among the Land Records of St. Mary's County in Liber MRB No. 049, folio 415, which DEVELOPERS desire to subdivide into 52 lots with a water distribution and service system and gravity sewer and service system for each lot of the subdivision which is to be known as "DISCOVERY", and

WHEREAS, the Concept Plan for the aforementioned subdivision, Discovery, has been submitted to and approved by the Board of County Commissioners of St. Mary's County, or their duly appointed agent, and DEVELOPERS now seek the approval of the COMMISSION for the construction by them of the necessary water and sewer systems, hereinafter "Facilities".

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

FIRST: The DEVELOPERS shall design the Facilities in accordance with the St. Mary's County Standard Specification for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives or special instructions issued by the COMMISSION or the State and Federal Governments.

SECOND: The DEVELOPERS shall submit a statement, to be included as Exhibit A&B of this document, setting forth a proposed phasing for the construction of the Facilities now being planned and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the COMMISSION. The DEVELOPERS shall also submit an itemized engineer's estimate of the total cost to complete the Facilities for each phase of the development as it occurs, such estimates also being subject to the approval of the COMMISSION.

RECORDED
MAR [illegible]
CLERK [illegible]
'80 MAR 13 AM 8 54

BOOK 004 326

THIRD: On or before the signing of this Agreement by the parties, the DEVELOPERS shall furnish a bond or bonds, the form and the surety or sureties thereof to be as approved by the COMMISSION. Said bonds shall be payable to the COMMISSION, its successors and assigns, in a sum equal to the aforesaid engineering estimate or estimates for the cost of constructing the Facilities for which DEVELOPERS are responsible, plus ten percent of the estimate for contingencies; or, in the amount of the contract prices, whichever is higher, conditioned that the Obligors shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the completed Facilities have been inspected, approved and accepted by the COMMISSION; it being understood that bonding may be accomplished incrementally in accordance with the phases and schedule established under paragraph SECOND above; it being further understood that alternatives to bonding, such as irrevocable letter of credit or irrevocable commitments of funds, may be approved by the COMMISSION.

FOURTH: The DEVELOPERS shall pay to the COMMISSION such fees, charges and assessments as may from time to time be established by the COMMISSION, including, but not limited to, review fees, inspection fees, connection charges, tap fees, debt service charges, ready-to-serve charges, as applicable.

FIFTH: The DEVELOPERS shall construct all of the Facilities set forth in Exhibit A&B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multi-phase projects, no phase beyond the first shall be commenced until the Facilities constructed under all previous phases have been inspected, approved and accepted by the COMMISSION.

SIXTH: The DEVELOPERS shall construct the Facilities in accordance with final plans and specifications, and any amendments thereto, submitted to and approved by the COMMISSION. Further, no work in connection with the construction of the Facilities shall be commended prior to the time the COMMISSION has approved said final plans and specifications and the DEVELOPERS have applied for and secured from the COMMISSION a permit authorizing such construction.

SEVENTH: Upon completion and final acceptance by the COMMISSION of the Facilities referred to in Paragraph SECOND above, or of Facilities constructed in future section or phases, if any, the DEVELOPERS, when requested so to do by the COMMISSION, agree to convey all of the completed and accepted Facilities

with appropriate site and easements and rights-of-way to COMMISSION, for the nominal sum of One Dollar ($1.00) and to provide all documentation and assurances of title as are requested by COMMISSION in connection with said proposed conveyances.

EIGHTH: The DEVELOPERS shall submit a statement to the COMMISSION, upon completion of each phase of the Facilities as established in paragraph SECOND above, indicating the actual cost to construct the Facilities to be deeded to the COMMISSION pursuant to paragraph SEVENTH above. When such cost statement has been approved by COMMISSION, the approved amount shall be used to adjust the inspection fees originally paid by DEVELOPERS.

NINTH: No premises within the project to be connected to the Facilities shall be occupied or used for any purpose, whether or not sold by the DEVELOPERS to others, unless and until such time as the Facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the COMMISSION and the DEVELOPERS so notified in writing by the COMMISSION.

TENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto:

WITNESS the due execution hereof.

Attest:

Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By:

(Seal)
Francis E. Taylor, Chairman

Witness:

(Seal)
HUGH ALISTON, JR.

Witness:

(Seal)
ROBERT T. ERICKSON

Attest:

Secretary

A.L.E.X., INC.

By:

(Seal)
President

001 328

STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 6th day of March, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

Brenda C. Cooksey
Notary Public.

My Commission Expires: 7/1/83

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Hugh Allston, Jr., and did acknowledge the aforegoing instrument to be his act and deed.

Witness my hand and Notarial Seal.

Clara M. Close
Notary Public.

My Commission Expires: 7/1/82

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert T. Erickson, and did acknowledge the aforegoing instrument to be his act and deed.

Witness my hand and Notarial Seal.

Clara M. Close
Notary Public.

My Commission Expires: 7/1/82

STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Hugh Allston, Jr. who acknowledged his self to be President of A.L.E.R., Inc., a body politic, and that he, as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of said corporation by his self as President.

Witness my hand and Notarial Seal.

Clara M. Close
Notary Public.

My Commission Expires: 7/1/82

EXHIBIT A

BOOK 001 329

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: "Discovery" Total No. of Phases: 1

Developer:

Phase I

Plat Ref.: Plat of "Discovery" prepared by Lorenzi, Dodds & Gunnill, Inc., Revised 18 Dec. 1979, Contract #783400 # of Lots to be Served: 52

Projected Const. Start Date:

Projected Const. Completion Date:

Facilities to be Constructed*: Water Distribution system and services for 52 lots

Phase II

Plat Ref.: N/A # of Lots to be Served:

Projected Const. Start Date:

Projected Const. Completion Date:

Facilities to be Constructed*:

Phase III

Plat Ref.: N/A # of Lots to be Served:

Projected Const. Start Date:

Projected Const. Completion Date:

Facilities to be Constructed*:

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities listed also include FOR WATER PUMPING STATIONS: wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situate and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and 20' access to the same; FOR DISTRIBUTION SYSTEMS: mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modification of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: JEV (Initials)

Developer: RTE (Initials)

EXHIBIT B

BOOK 001 330

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: "Discovery" Total No. of Phases: 1

Developer: _____

Phase I

Plat Ref.: Plat of "Discovery", prepared by Lorenz, Dodds, & Gunill, Inc., Revised 18 Dec. 1979, Contract #783400 # of Lots to be Served: 52

Projected Const. Start Date: _____

Projected Const. Completion Date: _____

Facilities to be Constructed*: Gravity sewer system and services for 52 lots.

Phase II

Plat Ref.: N/A # of Lots to be Served: _____

Projected Const. Start Date: _____

Projected Const. Completion Date: _____

Facilities to be Constructed*: _____

Phase III

Plat Ref.: N/A # of Lots to be Served: _____

Projected Const. Start Date: _____

Projected Const. Completion Date: _____

Facilities to be Constructed*: _____

(INDICATE ADDITIONAL PHASES ON SEPARATE SHEETS AS NECESSARY)

* The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants, influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: collector and lateral sewers, interceptor sewers, forcemains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of a connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: JEJ (Initial)

Developer: RTE (Initial)

APR 3 1980

MARY R. HELL, CLERK

AGREEMENT BUCK 001 331

THIS AGREEMENT, made and entered into this 28th day of April, Nineteen Hundred and Eighty, by and between the Commissioners of Leonardtown, Maryland, hereinafter the Town, and St. Mary's County Metropolitan Commission, hereinafter the Commission.

WITNESSETH:

WHEREAS, the Commission is responsible for all water and sewerage development in St. Mary's County and in the Leonardtown Sanitary District No. 3, hereinafter defined, and,

WHEREAS, the Town is responsible for all water and sewerage development in the Town of Leonardtown, and,

WHEREAS, the Town has undertaken and completed a Wastewater Facilities Plan, hereinafter the Plan, for Leonardtown and the Leonardtown Sanitary District No. 3 and said Plan has been approved by the United States Environmental Protection Agency (EPA) and the State of Maryland Department of Health and Mental Hygiene and,

WHEREAS, the Town and Commission signed on September 27, 1977 a Declaration of Intent to participate in the implementation of the Plan, or any modification thereof, and to negotiate and enter into a service agreement pertaining to the use of and the method of sharing the cost of facilities to be jointly shared; and

WHEREAS, the federal government is empowered under Public Law 92-500, as amended, to make grants for the construction of public treatment works, and to impose conditions on the award of said grants; and,

WHEREAS, the Town has accepted a Step I and Step II federal grant and will apply for a Step III grant for the construction of public treatment works, and must abide by the applicable federal laws, rules and regulations; and,

WHEREAS, the Town and Commission both intend to comply with the applicable federal laws, rules and regulations, including but not limited to user charge, industrial cost recovery, and sewer use ordinance requirements; and,

WHEREAS, the provision of wastewater treatment and disposal services is necessary to protect the public health, safety, and welfare; and,

WHEREAS, the Town and Commission have determined to enter into this Agreement for aforesaid reasons,

NOW THEREFORE THIS AGREEMENT WITNESSETH

That in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

APR 28-80 * 29038 *******.00
APR 28-80 A 29038 *******.00

RECORDED
MARY R. BELL
CIRCUIT COURT
'80 APR 28 PM 1 36

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

BOOK 001 PAGE 332

Section 101 Meanings and Construction.

A. Definitions - Unless the context specifically indicates otherwise, for all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

1. "Average Daily Flow" shall mean the total annual flow measured at the treatment plant divided by the number of days in the year.

2. "Biochemical Oxygen Demand" (denoted "BOD") shall mean the quantity of oxygen expressed in Mg/l (milligrams per liter) utilized in the biochemical oxidation of organic matter during incubation of 20°C for a period of five (5) days. The tests shall be made in accordance with Standard Methods.

3. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from the soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning three (3) feet outside the building wall.

4. "Building Sewer" shall mean that portion of pipe which begins at Drain, and ends at the cleanout installed at the property line, and is used or intended to be used for conveying sewage from said Building Drain to the Sewer House Service Line.

5. "Combined Sewer" shall mean a public sewer receiving both surface water and wastewater.

6. Commission - The St. Mary's County Metropolitan Commission, as defined by Paragraph 113 of the Code of Public Local Laws of St. Mary's County (Article 19 of the Code of Public Local Laws of Maryland).

7. County - The County Commissioners of St. Mary's County, Maryland.

8. "Disposal" shall mean the disposition of wastewater after treatment by the wastewater treatment plant.

9. District - That unincorporated area of St. Mary's County referred to as the Leonardtown Sanitary District No. 3 and as shown on a plat of County Sanitary Districts recorded April 26, 1973, in Liber 10, Folio 42A, among the land records of St. Mary's County, Maryland, which does not include the incorporated Town of Leonardtown.

10. "Easement" shall mean an acquired legal right for the specific use of land owned by others.

11. "Equivalent Dwelling Unit" shall mean the standard unit of comparison that shall be used to equate the wastewater flows generated by the various users of the facilities with the volume of wastewater produced by a single family house. (An EDU schedule acceptable to both the Town and the Commission will

be developed and is attached as Exhibit A. For the purposes of this agreement the term shall not apply to those improvements located in the Town or the District, which in the judgement of the Town and the Commission cannot obtain service from the facilities upon which the assessments shall be based.

12. "Facilities" as used in the Agreement shall mean (1) the "Plant" as defined herein, and (2) the McIntosh Run Conveyance System, as they are to be upgraded and/or as constructed pursuant to the Plan as defined herein.

13. "Industrial Cost Recovery" shall mean the requirement, imposed by Section 204(b) (1) (B) of Public Law 92-500, as amended, that federal grant recipients make provision for the repayment by industrial users of public treatment works constructed in part with federal grant funds of that portion of the federal grant allocable to the treatment of wastewater from said industrial users.

14. "Industrial Users" shall mean industrial users as they are defined by federal regulations.

15. "Industrial Wastewater" shall mean the liquid wastes from industrial manufacturing, processing, trade, or business, as distinct from sanitary waste.

16. "Infiltration" shall mean water entering a sewer system including sewer service connections, from the ground through such means as but not limited to defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.

17. "Inflow" shall mean water discharged into a sewer system, including service connection, from such sources as but not limited to roof leaders, cellar, yard, and area drains, foundation drains, cooling water discharges; drains from springs and swampy areas; manhole covers; cross-connection from sewers and combined sewers; catch basins; stormwaters, surface run-off; street wash waters; and drainage in general.

18. "Infiltration/Inflow" is the total quantity of water entering a sewer system from both infiltration and inflow, without distinguishing the source.

19. "Net Operating Costs" shall mean the total operation and maintenance cost incurred for the operation and maintenance of Facilities to be jointly shared less payments received from: (1) any grants from other sources; and (2) miscellaneous payments from other sources.

20. "Net Yearly Capital Cost" shall mean the total yearly principal and interest payments on debt instruments used to finance the Facilities to be jointly shared.

21. "Normal Sanitary Wastes or Normal Sewage" shall mean sewage with a strength content not exceeding 300 p.p.m. BOD or 300 p.p.m. suspended solids and with characteristics reasonably conforming to the following:

1. It shall not contain fats, oils or greases greater than 100 mg/l (Milligrams per liter) by weight.
2. It shall contain no gasoline, benzene, naptha, fuel oil or other petroleum distillates.
3. It shall have a pH between the range of 6.5 - 9.5.
4. It shall not contain any toxic or poisonous substance which will interfere with any sewage treatment process.
5. It shall not constitute a hazard or potential hazard to humans or animals; nor shall it contain any noxious or malodorous gases or substances capable of creating a public nuisance.

22. "Person" shall mean any individual, firm, company, association, society, corporation or group.

23. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

24. "Plan" shall mean the report, "Wastewater Facilities Plan for Leonardtown, Maryland and the Leonardtown Sanitary District", dated March 31, 1977 and prepared by Water Resources Engineers, Inc. for the Town of Leonardtown.

25. "Plant" - any arrangement of devices and structures used for treating sewage from the point of entry of influent up to and including the point of discharge of effluent, which are located at Town Run, within the corporate limits of the Town of Leonardtown.

26. "Public Sewer" shall mean a pipe or conduit for carrying wastes which is owned, maintained, and directly controlled by public authority.

27. "Allocation of Final Capacity" shall mean the capacity in the specified sewage works that has been contracted for through this agreement by the Commission for the exclusive use by the Commission.

28. "Sanitary Sewer" shall mean a public sewer which carries sanitary wastes and/or industrial wastewaters.

29. "Sanitary Waste" shall mean a combination of water-carried wastes discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), business buildings, institutions and industrial establishments, and free from storm water, surface water and industrial wastes.

30. "Septage" shall mean the wastes from holding tanks, such as chemical toilets, campers, or trailers, and wastes from septic tanks and cesspools.

31. "Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of wastewater.

32. "Standard Methods" shall mean the laboratory procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

33. "Storm Drain" (sometimes termed "Storm Sewer") shall mean a public sewer which carries storm and surface water and drainage, but excludes wastewater, other than unpolluted cooling water.

34. "Suspended Solids" (denoted as "SS") shall mean the laboratory determination of dry weight expressed in mg/l of solids that either float on the surface or are in suspension and which can be removed in accordance with "Standard Methods".

35. "Treatment" shall mean the processing by the Town at its wastewater treatment plant of wastewater so that it is suitable for disposal.

36. "User Charges" shall mean charges levied in proportion to the use of a sewage works, as required by Section 204(b) (1) (A) of Public Law 92-500, as amended, and by regulations promulgated by the U.S. Environmental Protection Agency, where construction of such works has been financed in part by a federal grant.

37. "Wastewater" shall mean spent water and may be a combination of the liquid and and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

B. Construction - This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1. Definitions include both singular and plural; and
2. Pronouns include both singular and plural and include both genders.
3. "Shall" is mandatory: "May" is permissive.

ARTICLE II

GENERAL PROVISIONS

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Section 201. Obligations of the Commission. The Commission understands and agrees to the following obligations, limitations, and commitments, made in return for the Town's agreement to permit connection by the Commission to the Town's sewage works.

A. Limitation of Rights: The grant of exclusive rights or privileges by the Town in the Agreement shall be strictly construed.

B. Charges and Fees: The Commission agrees to make prompt payment of all charges as required by this Agreement.

C. Sewer Use Ordinance: The Commission has adopted and covenants and agrees to maintain and enforce within the District a Sewer Use Ordinance approved by the U.S. Environmental Protection Agency on November 19, 1976, and enacted by the County on May 25, 1977, regulating, limiting or prohibiting the introduction into the sewer distribution or collector lines of excluded objectionable substances, matter or materials, either as to quality or quantity thereof. Said rules shall be acceptable to Federal and State Authorities.

D. Capacity and Wastewater Strength Limitations: The Commission agrees that the following limitations shall apply to all Commission customers for their use of the Town's sewage works, unless through written amendments to this Agreement, other limits are mutually agreed upon.

1. Strength of Wastewater: The strength of normal wastewater, delivered by a Commission customer, shall at no time have a B.O.D. content that exceeds 300 p.p.m. or a suspended solids content that exceeds 300 p.p.m. Upon determining that these limits may be exceeded by a Commission customer, the Commission shall require the customer to install facilities for measuring the flow and concentration of the discharge. Data obtained from these measurements shall be furnished to the Town by the Commission prior to July 1 of each year. If the B.O.D. or suspended solids concentrations exceed 300 p.p.m., the Town shall assess the Commission a surcharge equivalent to the additional unit costs of treating the abnormal waste. The said surcharge shall be calculated in accordance with the formula described in Section 303A. In no case shall the concentrations exceed the maximum limits of 600 p.p.m. for B.O.D. and suspended solids established by the St. Mary's County Sewer Use Ordinance. The parties hereto expressly agree that the limitations may be extended or enlarged should the Town, as the owner and operator of the Plant, be required to upgrade the sewage treatment process or be hereafter ordered or compelled by higher authority to increase the quality of effluent discharged by the Plant into the waters of Breton Bay.

2. Allocation of Final Capacity: The Town agrees to serve all new Commission customers until the average daily flow at the Plant reaches 500,000 gallons per day. The Town shall receive 50,000 gallons per day of the 180,000 gallons per day balance of the Plant capacity, and the remaining 130,000 gallons per day shall be distributed to the Town and the Commission according to the ratio of the number of Equivalent Dwelling Units located within the District and within the Town at the time the Plant flow reaches 500,000 gallons per day.

E. Provision of Future Sewage Works Capacity: The Town agrees to make its best efforts to provide additional treatment capacity for the Commission, beyond that provided for in this Agreement, subject to the following conditions:

1. Timely notification of need, and a binding commitment to bear all local costs associated with meeting that need, is received from the Commission.

2. All provisions of federal and state law, rules and regulations are complied with, and the costs of compliance and any legal actions brought against the Town as a result of its efforts to provide additional capacity for the Commission are borne by the Commission; provided that where the request is made by both parties, these costs shall be shared in proportion to the respective amounts of their requested capacity.

F. User Charges and Industrial Cost Recovery: The Commission agrees to maintain the User Charge system contained in the St. Mary's County Sewer Use Ordinance, and to develop an Industrial Cost Recovery system at such time as federal regulations prescribe that such a system be in effect. It is understood and agreed that if the failure of either the Commission or the Town to meet the applicable federal requirements pertaining to User Charges or Industrial Cost Recovery results in the loss of grant funds for this project then the party so failing shall assume the financial responsibility of providing a sum equal to the amount of grant funds lost, for the purpose of completing the project.

G. Control of Infiltration and Inflow: The Commission agrees that it will operate and maintain its sewage works located in the Leonardtown Sanitary District No. 3 in accordance with customary engineering practices and applicable Federal, State, and County regulations regarding infiltration and inflow.

H. Conformance to Law: The Commission agrees to abide by, and conform to, all applicable laws of the United States and the State of Maryland, together with such lawful, pertinent, and reasonable rules and regulations as the Town may promulgate from time to time with regard to the Facilities.

I. Sewerage Works in the District: All sewerage works necessary for the collection of wastewater within the District shall be constructed, owned, maintained, and

operated by the Commission without cost to the Town.

J. Annexation Clause

1. The Town and Commission agree that upon the annexation by the Town of any area or areas lying within the Leonardtown Sanitary District No. 3, the Town shall reduce the number of Equivalent Dwelling Units billed to the Commission by the number of Equivalent Dwelling Units served by the Commission in the area annexed. The aforementioned adjustment shall be effective on the first day of the billing period (see Section 307) immediately following the date of annexation. At that time, all customers within the annexed areas shall be serviced and charged by the Town.

2. Upon annexation by the Town of any area or areas lying within the District, the Town shall reimburse the Commission for any sewage works owned and operated within the annexed areas on a depreciated basis according to the following formula, such reimbursement to be paid by the Town to the Commission at the beginning of the billing period (see Section 307) immediately following the annexation.

Depreciation Formula: $\left(1 - \frac{x}{n}\right) A = CV$ where

x = age of the annexed sewage works in years,

n = the design life of the annexed sewage works, such as design life to be agreed upon by the Town and the Commission

A = the original cost to the Commission of the sewage works, less the proportionate share of Federal and State grant funds used to defray initial capital expenditures pertaining thereto,

CV = Current Value

Section 202. Obligations of the Town. The Town agrees to the following obligations, limitations and commitments, in return for the timely payment by the Commission of the charges specified in this Agreement.

A. Contract Service Area: The Town agrees to accept, treat, and dispose of wastewater from the District, subject to the volumetric and strength limitations agreed to in Section 201D of this Agreement.

B. Septage Disposal: The Town agrees to accept septage from scavenger haulers at a dumping facility to be located at the Plant. Said dumping facility shall be constructed, owned, and maintained by the Town. As compensation for this service, the Town reserves the right to levy a charge on scavenger haulers who wish to use the Town's dumping facilities. This charge will reflect the approximate cost of treating the septage and shall be used to reduce the net operating costs of the facilities. The Town agrees to accept septage only from haulers licensed by the Commission.

C. Records, Accounts and Audits: The Town shall keep books of record and account, in which complete and correct entries shall be made of all its transactions with the Commission, involving the subject Facilities which, together with all other books and papers dealing with the Town's sewage works, shall at all reasonable times be subject to the inspection of any officer or agent of the Commission. The Town's aforesaid books of record and accounts shall be audited annually by an independent certified public accountant selected by the Town and a copy of the audit report shall be furnished to the Commission. Each such audit, in addition to customary matters, shall show the income and expenditures related to the costs of providing sewerage services to the Commission. The Commission at its own expense shall also have the right to audit such books of record. The Town shall have an equal and identical right to audit and inspect the books of record and account of the Commission as they pertain to this agreement.

Section 203. Obligations of Both Parties: The Town and the Commission both agree to the following obligations, limitations and commitments.

A. Assignment of Users: In general, all users of sewage works in the District shall be served by collector sewers owned, operated and maintained by the Commission, unless there is written agreement to the contrary, included as an amendment to this Agreement executed with the same formality. The transfer to the Commission of Town customers located outside the corporate limits shall take place on the first day of the billing period (see Section 307) immediately following the date the Plant is placed in operation.

B. Responsibility for System Operation and Maintenance: The Town assumes no responsibility for operation and maintenance of sewage works constructed and owned

by the Commission, and operation and maintenance of the Town's sewage works shall be the responsibility of the Town. The Town shall not be responsible or liable in any way for the acts of God, or any other act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement.

C. Insurance: The Town agrees that it shall obtain property damage and liability insurance sufficient to provide adequate protection for the Facilities against losses and claims for damages.

Section 301. Engineering Payments. The Commission shall pay to the Town fifty (50) percent of all local costs incurred by the Town in connection with the preparation of the Plan. Payment for the Commission's share of the cost of the Wastewater Facilities Plan is due within thirty (30) days after the signing of this Agreement.

Payment by the Commission to the Town for its share of the local costs associated with the Step II design of the Facilities shall be based upon the Commission's percentage (23.1%) of the total number of Equivalent Dwelling Units located within the Town and the District on the date this Agreement is signed. Payment for the Commission's share of the Step II costs shall be due within thirty (30) days after the signing of this Agreement, and subject to final audit approval by the Environmental Protection Agency.

Section 302. Capital Cost Payments: The Commission shall make quarterly payments to the Town equal to the Commission's share of the net yearly capital cost for the subject facilities, based on an amortization period of thirty (30) years. The Town shall furnish to the Commission an amortization schedule showing due dates and amounts of principal and interest payments. Payments shall be made by the Commission to the Town in accordance with Section 307 in order to permit the Town to timely meet its principal and interest payments.

The net yearly capital cost shall be divided by the total number of Equivalent Dwelling Units served by the facilities to determine the net yearly capital cost per Equivalent Dwelling Unit. The Commission's share of the net yearly capital cost shall be determined by multiplying the net yearly capital cost per Equivalent Dwelling Unit by the number of Equivalent Dwelling Units located in the District.

A. Surcharge for Existing Facilities - In addition to the basic yearly capital cost to be paid by the Commission, a surcharge shall be assessed to the Commission during the amortization period (30 years) referred to in Section 302 to compensate the Town for the value of the existing Plant and property contributed by the Town towards the new Plant. The Commission and the Town agree that the value of the existing Plant and property shall be established as $158,664. Said surcharge shall be determined by: 1.) multiplying the value stated above by the Commission's percentage of the total number of Equivalent Dwelling Units located within the Town and the District at the time of the calculation, and 2.) multiplying the product by the amortization factor applicable to the debt service incurred by the Town for the facilities. On an annual basis the surcharge will be reviewed, however, the surcharge shall not be changed unless the Commission's percentage of the total number of Equivalent Dwelling Units located within the Town and the District changes by at least one percent. When adjustment of the surcharge is necessary, it will become effective at the beginning of the first billing period (see Section 307) of the fiscal year.

Section 303. Operation and Maintenance Cost Payments: The Commission shall make quarterly payments to the Town equal to the Commission's proportionate share of the budgeted net yearly operating cost of the Facilities. Payments shall be made to the Town in accordance with Section 307. These net yearly operating costs shall be divided by the total number of Equivalent Dwelling Units served by the Facilities to determine the net yearly operating cost per Equivalent Dwelling Unit. The Commission's share of the net yearly operating cost shall be determined by multiplying the net yearly operating cost per Equivalent Dwelling Unit by the total number of Equivalent Dwelling Units in the District which are served by the Facilities. Any deficit or credit balance of actual net operating costs shall be carried forward to the following fiscal year.

A. Computation of Surcharge for Abnormal Wastewater: In accordance with Section 201D1, a surcharge shall be assessed to the Commission if the average annual B.O.D. or suspended solids concentrations of a Commission customer's discharge exceeds 300 p.p.m. Said surcharge shall be in addition to the basic operation and maintenance cost payment described above, and shall be paid by the Commission to the Town prior to August 1 of each year.

Said surcharge shall be based upon the total Actual Annual Volume and the Average Annual Concentration of the wastewater contributed by the Commission customer multiplied by factors expressing the cost for treating the excessive constituents. The amount of the surcharge will be determined by the following formula:

$C_s = 8.34\ Vu\ [B\ (B_c - 300) + S\ (S_c - 300)]$

C_s = A surcharge for wastewaters of excessive strength for an annual period

Vu = Total Actual Annual Volume contributed by the Commission customer expressed in millions of gallons.

B_c = Operation and maintenance cost per pound (in dollars) to remove B.O.D. constituents from the sewage, expressed to the nearest tenth of a cent.

B = Average Annual Concentration of B.O.D. from the Commission when such concentration is greater than 300 p.p.m.

S_c = Operation and Maintenance cost per pound (in dollars) to remove suspended solids from the sewage, expressed to the nearest tenth of a cent.

S = Average Annual Concentration of suspended solids from the Commission when such concentration is greater than 300 p.p.m.

Until a reliable cost can be established for treating each constituent at the Plant, the cost factor may be based upon the average cost of treating those constituents at other plants in the country having like or similar treatment processes and effluent requirements.

Section 304. Purchase of Lines Outside Town Limits: The Commission agrees to pay to the Town, a total of $15,000 for the purchase of the gravity sewers owned by the Town beyond the corporate limits at Town Run. Payment shall be made by the Commission prior to the first day of the billing period immediately following the date the Plant is placed in operation.

Section 305. Industrial Cost Recovery Payments. The Commission shall identify industries located within the District which are subject to the industrial cost recovery and shall collect industrial cost recovery payments from those industries. Such payments shall be turned over to the Town by the Commission prior to August 1 of each year. All payments to the Town under this Section shall be in conformance with U.S. Environmental Protection Agency requirements for industrial cost recovery, as said requirements pertain to any and all federal grants received by the Town for the Facilities to be jointly shared, and as said requirements may be amended or otherwise changed.

The Commission shall require sampling of industrial wastewater from industries within the District in accordance with the St. Mary's County Sewer Use Ordinance. The industrial users will bear the costs of all such sampling and the Commission will forward the results to the Town prior to July 10 of each year.

The Town shall maintain all industrial cost recovery records pursuant to federal regulation. Such records shall include:

1. Documentation of final grant amount;
2. The originally approved industrial cost recovery system and all documentation related thereto;
3. All subsequent revisions to the industrial cost recovery system and all documentation related thereto;
4. A list of contributing industries and their wastewater loads to the system;
5. Information on the total wastewater loading of the system;
6. The District's notification to the United States Environmental Protection Agency (EPA) of initiation of operation of the industrial cost recovery system;
7. All approval(s) of the use of retained funds;
8. The record of the Town's annual payments to EPA and documentation related thereto;
9. Records relating to retention and investment of those funds set aside for future expansion and reconstruction.

Section 306. Budget Preparation: The Town shall prepare and adopt a budget for the upcoming fiscal year (July 1 - June 30), which shall be based upon previously experienced costs of operating and maintaining the Facilities, modified by estimates of projected operation and maintenance costs. Said budget shall also include projected contributions by the Commission and the Town. Copies of the budget shall be distributed to the Commission no later than April 1 of each year in order for it to appropriate sufficient funds to meet its payments to the Town.

Section 307. Billing Cycle: The Town shall bill the Commission for its share of the net yearly capital cost and of the net operating costs on a quarterly basis. The billing periods shall be: (1) July 1 through September 30; (2) October 1 through December 31; (3) January 1 through March 31; and (4) April 1 through June 30. For each billing period the Commission shall make payments to the Town no later than ten (10) days after the commencement of the billing period.

Section 308. Expansion and/or Upgrading of the Town's Sewage Works: Should the Town expand the capacity of any of its sewage works solely to accommodate a user other than the Commission, the Commission shall not be liable for the capital costs incurred by the Town for said expansion. Should the Town upgrade or otherwise modify the Facilities works to provide improvements not related to capacity, either in response to federal, state, or local requirements or other justifiable cause, the Commission shall make payments to the Town to offset the capital costs incurred by the Town in accordance with the formula described in Section 302.

ARTICLE IV

MISCELLANEOUS PROVISIONS

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Section 401. Status of Former Agreements. The Town and Commission hereby covenant and agree that the Agreement theretofore entered into by and between them on November 20, 1974 shall terminate and be fully superceded by this Agreement upon completion of the Facilities and final inspection, and approval by Federal and State agencies and that this termination is in accordance with paragraph VI of the November 20, 1974 Agreement. The Town retains full rights and authority to enforce the provisions of the November 20, 1974 Agreement as they pertain to any outstanding indebtedness to the Town.

Section 402. Incurring of Debt. Nothing in this Agreement shall be construed as to prevent either party thereto from incurring any debt deemed necessary to ensure the sufficiency of funds required to construct, maintain and operate their respective sewerage systems.

Section 403. Severability. If any clause or provision of this Agreement or their application shall be held unlawful or invalid, no other clause or provision of this Agreement or their application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 404. Disputes. In the event of a dispute between the parties as to the subject matter of this Agreement, it is agreed that the dispute can be submitted to arbitration pursuant to the rules of the American Arbitration Association upon concurrence of both parties.

Section 405. Status of Legal Representatives, Successors and Assigns. The Town and the Commission agree that each one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors, and assigns of the parties hereto.

Section 406. Amendment. The provisions, terms and conditions of this Agreement shall be modified only by written amendments to this Agreement, executed with the same formality as this Agreement.

Section 407. Third Parties. The Town assumes no responsibility for any facility not included in its sewerage works and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from the Commission, the Commission agrees to look solely to such third party for services. It is understood and agreed that the Commission assumes sole responsibility for compliance with this Agreement by those users of its sewage works whose wastewater enters the Town's system. The Town shall deal directly with the Commission which shall, in turn, make certain that

all users and customers within the District comply with the terms of this Agreement.

Section 408. Assignment. No assignment by the Commission of its rights or duties under this Agreement shall be binding on the Town, unless the Town shall have assented to such an assignment with the same formality as employed in the execution of this Agreement.

Section 409. Waiver. Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not effect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

Section 410. Effective Date, Cancellation, and Duration. This Agreement shall be effective as of the date first above written; provided however, that should the Step III Grant Award be denied by the United States Environmental Protection Agency, then this Agreement shall be null and void and the November 20, 1974 Agreement between the parties hereto shall remain in force and effect. This Agreement shall otherwise be in full force and effect and shall be binding on the Commission and the Town for so long as the Facilities remain operable unless or until superceded by a mutually acceptable subsequent agreement.

IN WITNESS WHEREOF, The Town has caused these presents to be executed by its President and its corporate seal to be hereunto affixed, and the Commission has caused these presents to be executed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary.

COMMISSIONERS OF LEONARDTOWN, MARYLAND

(Seal)
ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

(Seal)
ATTEST:

EXHIBIT "A" to Leonardtown/
Metropolitan Commission
Agreement of 25 April 1990.

TOWN OF LEONARDTOWN

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AND

THE LEONARDTOWN SANITARY DISTRICT #3

TABLE OF EQUIVALENT DWELLING UNITS*

CLASSIFICATION

INSTITUTIONAL		
Elementary School-no kitchen facilities, ea 60 or fraction	=	1
Elementary School-each 40 people or fraction thereof	=	1
Middle & High School-each 20 people or fraction thereof	=	1
Middle & High School - no kitchen facilities, ea 30 or fraction	=	1
MULTI UNIT RESIDENTIAL		
1 Trailer Space	=	0.8
1 Apartment	=	1
INDUSTRIAL OR BUSINESS		
4 Motel/Hotel Units	=	1
2 Motel/Hotel Efficiences (with Kitchen Facilities)	=	1
1 Grocery Store-up to 5 employees	=	1
1 Grocery Store-over 5 employees	=	3
1 Barber Shop	=	1
1 Beauty Shop	=	1
1 Department Store-each 20 people or fraction thereof	=	1
1 Retail Store-each 10 people or fraction thereof	=	1
with prepared food service	=	1
1 Gas Station	=	1
Car Wash-each self service bay	=	4
each tunnel bay or full service bay	=	1
1 Flower Shop	=	1
Restaurants, Bars, and/or Cocktail Lounges-each 20 seats or fraction thereof	=	3
Veterinary	=	1
Laundromat-each washer	=	3
Dental Office	=	1
Office Building-each 20 people or fraction thereof	=	1
Theatres-each 100 seats or fraction thereof	=	1
Recreational Facilities-each 20 people or fraction thereof	=	1
SUBDIVISION RESIDENTIAL One dwelling unit	=	1

MULTI UNIT BUSINESS - A combination of uses of the same property = Total number of EDU's for each business

*Equivalent Dwelling Unit (EDU) is based on the average daily usage of water by a housing unit consisting of 3.5 people. The total has been determined to be 250 gallons per day per unit.

Hek: CWM

MAY 16 1990

MARY R. BELL, CLERK