

TIME 2:14 P. M. JUN 17-82 * 23381 *****00
MARY S. BELL, CLERK JUN 17-82 A 23381 *****00
ST. MARY'S CO.

LIBER 003 PAGE 01

THIS EASEMENT AGREEMENT, Made this 4th day of June, 1982,
by and between Ruth A. Stewart

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 9 and 10, Block 18, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Barbara B. Dowd _____ Ruth A. Stewart (SEAL)
RUTH A. STEWART

GRANTOR(S)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION.

Steven L. King _____ By: Francis E. Taylor (SEAL)
Steven L. King, Secretary. Francis E. Taylor, Chairman.

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

I HEREBY CERTIFY, That on this 4th day of June, 1982

before me, the subscriber, a Notary Public in and for the State and County

aforesaid, personally appeared Ruth A. Stewart

_____, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1982 Nancy C. Hayden
NOTARY PUBLIC STATE OF MARYLAND Notary Public
My Commission Expires July 1, 1982

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 1981.

before me, the subscriber, a Notary Public in and for the State and County

aforesaid, personally appeared _____

_____, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 10 day of June, 1982,

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 aforesaid 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.

My Commission Expires: 7-1-82 Mary B. Dillow
Notary Public.

John & Elizabeth
Hahn

LIBER 003 PAGE 03

BAY

CLEMENT

ST.

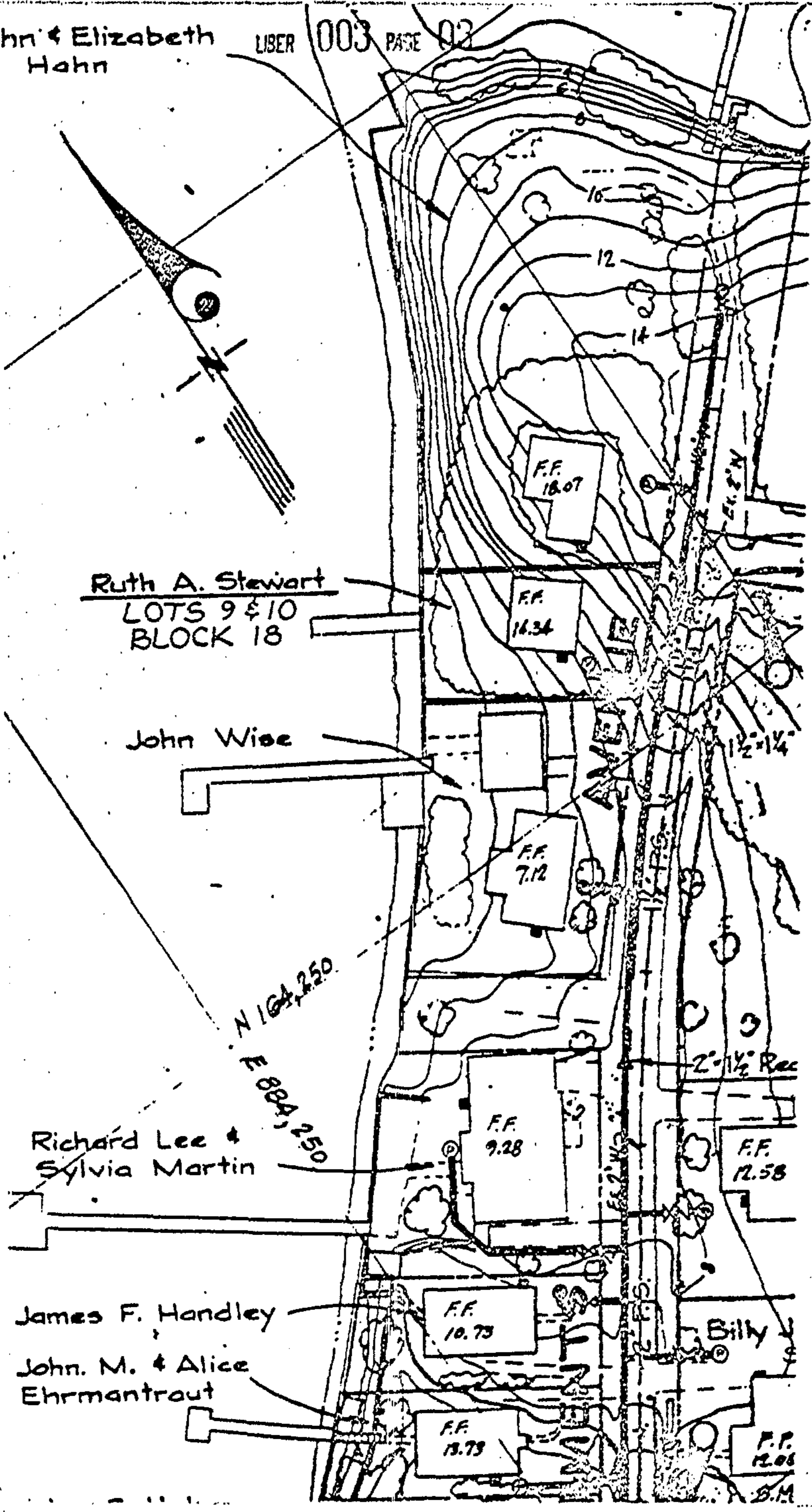
Ruth A. Stewart
LOTS 9 & 10
BLOCK 18

John Wise

Richard Lee &
Sylvia Martin

James F. Handley

John. M. & Alice
Ehrmantraut



Ret. to: Mr. Charles Mander

JUN 17 1962

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 1st day of June, 1982,
by and between _____ Joyce A. Sterling _____

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 23 and 24, Block 22, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Karen E. Duncan
Karen E. Duncan

Joyce Ann Sterling (SEAL)
JOYCE ANN-STERLING

GRANTOR(S)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION.

Steven L. King
Steven L. King, Secretary.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

STATE OF MARYLAND, County of MONTGOMERY, to-wit:

I HEREBY CERTIFY, That on this 1st day of June, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joyce Ann Sterling

the Grantor(s) named in the foregoing instrument and acknowledged it to be ~~(his)~~(her)~~(their)~~ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1982

Karen E. Duncan
Notary Public. Karen E. Duncan

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

the Grantor(s) named in the foregoing instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

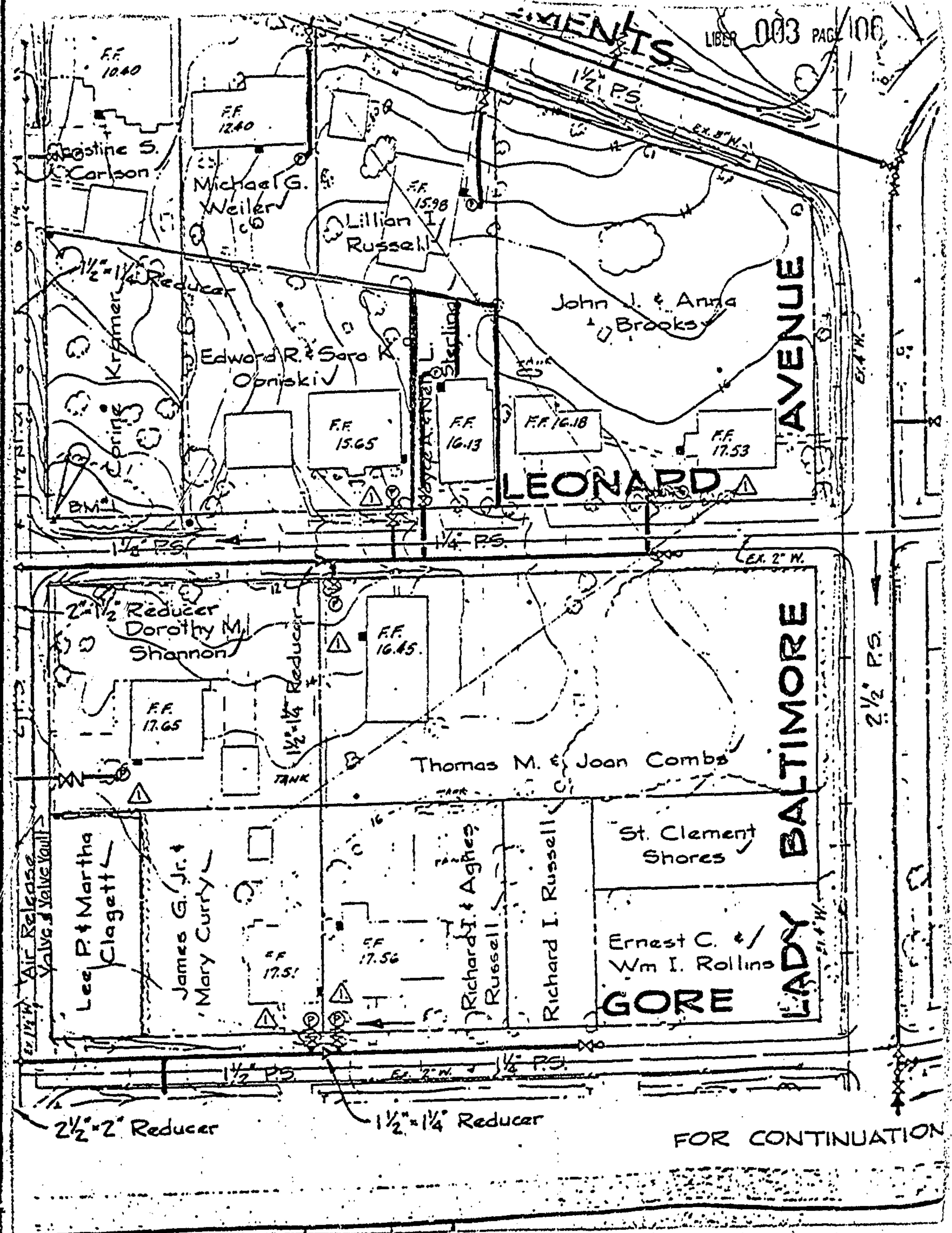
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 10 day of June, 1982, 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 foregoing 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.

My Commission Expires: 7-1-82

Mary B. Dillow
Notary Public.



FOR CONTINUATION

Ret. to Charles W. Mandes

JUN 17 1982

MARY R. BELL, CLERK

TIME 1:03 P. M.

MARY R. DELL, CLERK
ST. MARY'S CO.

JUN 18-82 * 23458 *****00

JUN 18-82 A 23458 *****00

THIS EASEMENT AGREEMENT, Made this 15th day of June, 1982,
by and between Lawrence and Monalea Potter

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 19, 20, 21, & 22, Block 8, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S(S') expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Lawrence D. Potter (SEAL)
Lawrence D. Potter

Monalea Potter (SEAL)
GRANTOR(S)
Monalea Potter

ATTEST:

ST. MARY'S COUNTY METROPOLITAN
COMMISSION:

Steven L. King
Steven L. King, Secretary.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 14th day of June, 1981,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Lawrence D. Potter and
Monalea Potter, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

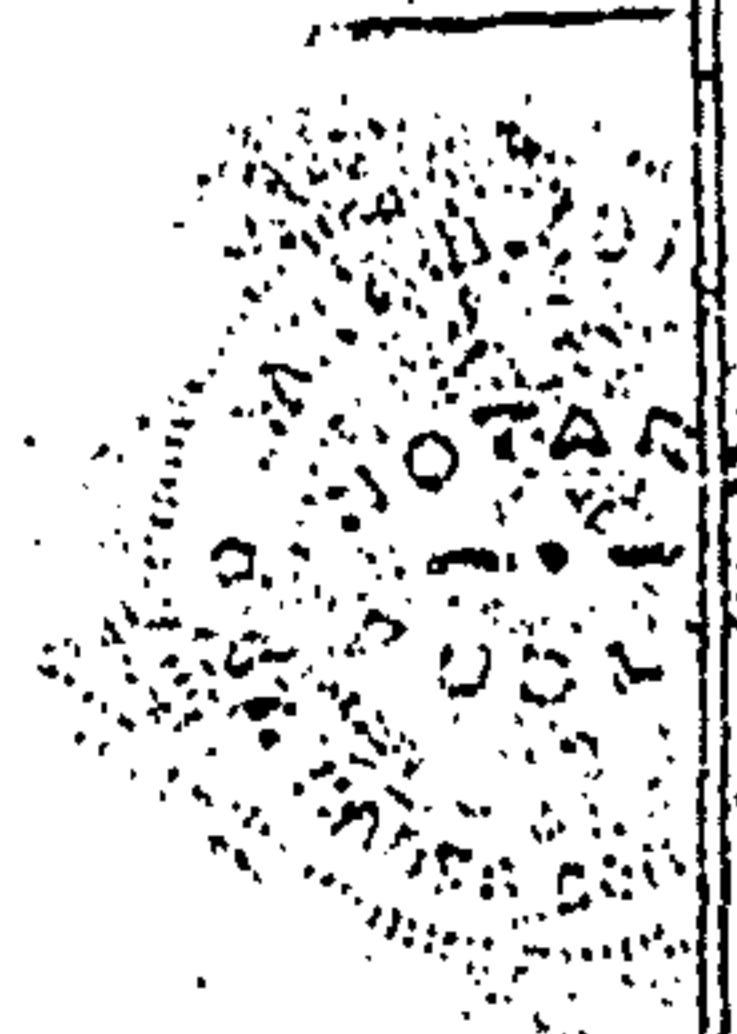
My Commission Expires: June 30, 1982. Francis E. Taylor
Notary Public.

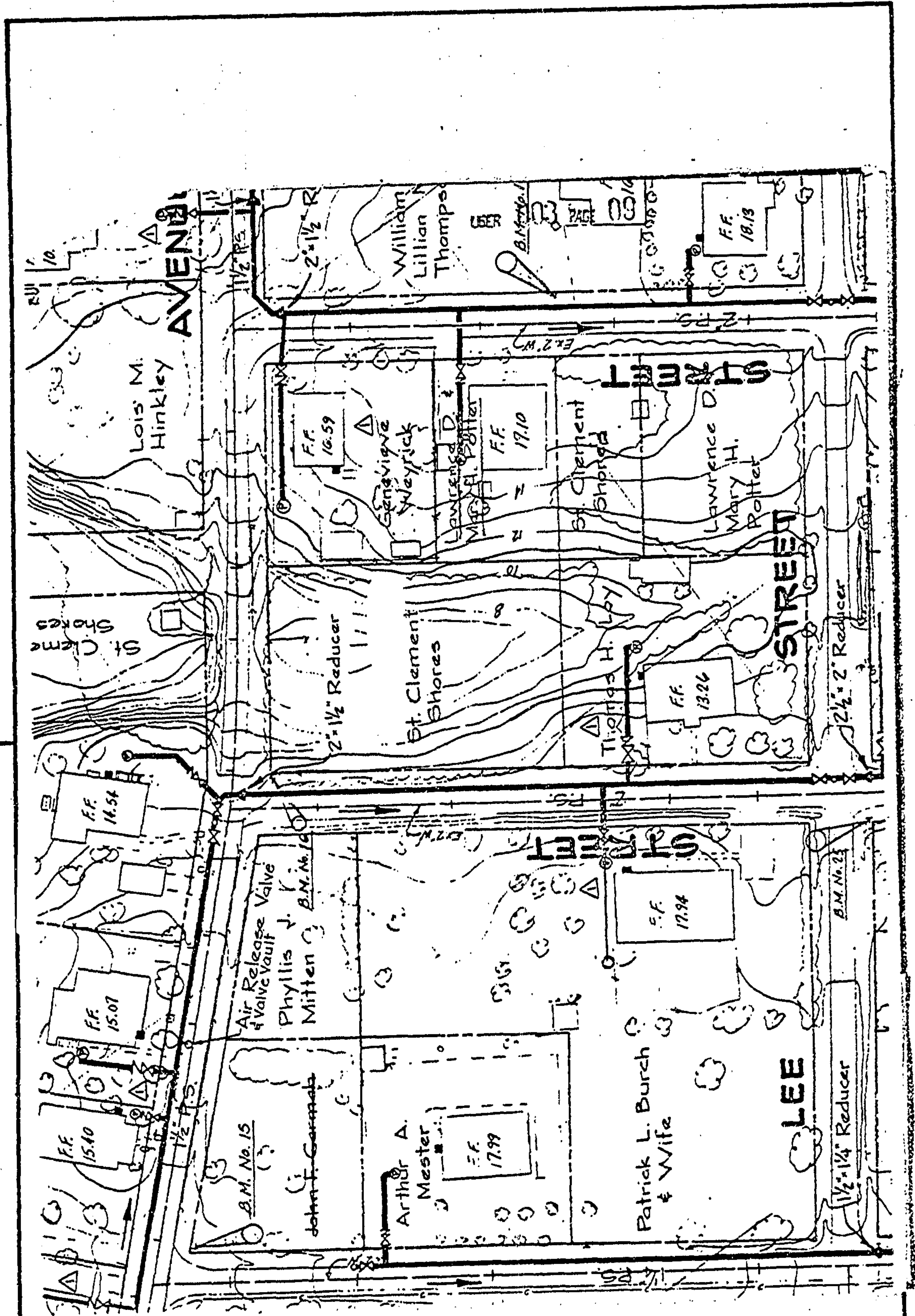
STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1981,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
_____, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 15 day of June, 1981,
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 foregoing 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.

My Commission Expires: 7-1-82. Mary B. Dellow
Notary Public.





Ret. to: Charles W. Mander

JUN 18 1982

MARY R. BELL, CLERK

Meter Libe

LIBER 003 PAGE 10

TIME 1:09 P
MARY R. BELL CLERK
ST. MARY'S CO.
JUL 12-82 * 24605 *****00
JUL 12-82 A 24605 *****00

THIS EASEMENT AGREEMENT, Made this 24th day of JUNE, 1982,
by and between Walter R. Arnstrom and Molly L. Arnstrom, his wife,

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 9 through 16, Block 13, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Margaret E. Leacy
Heike S. Schultz

Walter R. Arnstrom (SEAL)
WALTER R. ARNSTROM
Molly L. Arnstrom (SEAL)
MOLLY L. ARNSTROM
GRANTOR(S)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION.

Steven L. King
Steven L. King, Secretary.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 24th day of June, 1982
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Walter R + Molly L. Arnstrom,
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

Margaret E. Leacy
Notary Public

My Commission Expires: 1 July 86

Margaret E. Leacy
Notary Public
My Commission expires
July 18

STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1981,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____,
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

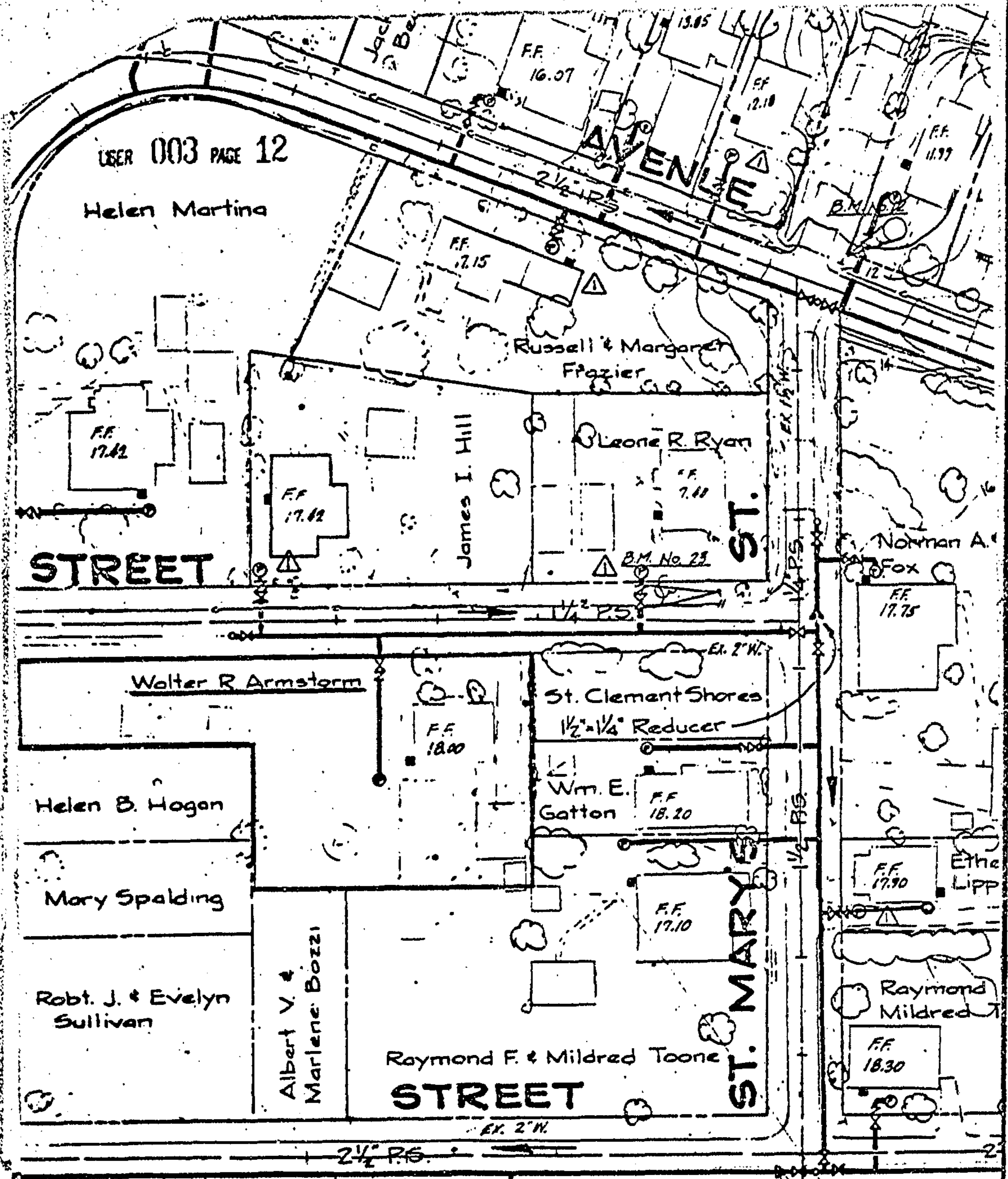
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 6 day of July, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to
be Chairman of St. Mary's County Metropolitan Commission, a body politic and
corporate, and that he, as such Chairman, being authorized so to do, executed
the foregoing 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.

My Commission Expires: 7-1-86

Mary B. Dillow
Notary Public.

USER 003 PAGE 12

Helen Martina



STREET

AVENUE

ST. MARY'S STREET

STREET

Walter R. Armstrong

St. Clement Shores
1 1/2" x 1/4" Reducer

Helen B. Hogan

Wm. E. Gotton

Mary Spalding

Robt. J. & Evelyn Sullivan

Albert V. & Marlene Bozzi

Raymond F. & Mildred Toone

Norman A. Fox

Ethel Lipp

Raymond Mildred

3" x 2 1/2" Reducer

2 1/2" x 2" Reducer

SEE SHEET: 3

Ret. to Mrs. Madden

JUL 12 1982

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

JUL 28 82 * 25357 *****00
JUL 28-82 A #25357 *****00

THIS AGREEMENT, Made this 2nd day of July, 1982, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter "Commission", and SMO, Incorporated, a body corporate, hereinafter "Developer".

WHEREAS, Commission is responsible for all water and sewer projects within the Pine Hill Run Sanitary District No. 8, and

WHEREAS, Developer is the owner of certain real property situated in the Sanitary District, which property is described in a Deed to the Developer from James R. Bass, dated May 24, 1982, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB No. 118, folio 435, and

WHEREAS, Developer requires and has requested public sewer service to the property which, however, does not abut upon any street, road, lane, alley, right-of-way or easement in which a public sewer has been built and, therefore, a sewer extension must be constructed in order to provide service, and

WHEREAS, Developer is ready, willing and able to construct said sewer and appurtenances thereto from Manhole No. 61-B as shown on a Plat recorded in Metropolitan Commission Plat Liber No. 1, folio 21, in the Land Records of St. Mary's County, Maryland, within a 20-foot easement depicted thereon, which easement must first be obtained by Commission from adjoining property owner or owners and the Developer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

1. Owners shall, at their sole expense, design and construct the sewer in accordance with plans, specifications, and procedures submitted to and reviewed and approved by the Commission, and also in accordance with applicable rules, regulations, directives, or special instructions, whether of the Commission or agencies of the County, State, or Federal governments.

2. No sewer construction work shall be commenced by Developer prior to applying for and obtaining from the Commission a permit authorizing the work in accordance with the approved plans and specifications.

3. All sewer construction shall be subject to inspection by representatives of the Commission who shall have access to the work at all reasonable hours for such purpose. Developer shall notify any Contractor or Contractors doing the work of sewer construction that the project is subject to inspection as aforesaid, and that the Commission may halt any work not being performed in accordance with plans and specifications approved by the Commission.

4. Upon completion of the construction and final inspection and approval thereof by the Commission, Developer shall submit to the Commission an itemized statement of the cost of said construction, which statement after its review and approval by the Chief Engineer of the Commission shall be used for the following purpose only:

(a) The total approved cost of construction shall be used by the Commission as the figure upon which to base future reimbursement of said cost, or any part thereof, which reimbursement shall be made if, as, and when certain grant monies are received by the Commission pursuant

to its application under the Health Hazard Abatement Program of the Maryland Department of Health on a sewer project known as "Project 11AS-(B)" of which the aforesaid construction may be considered a part. If said construction qualifies for grant assistance, such assistance is normally made on the basis of 87-½ per cent of actual approved costs, and the possible reimbursement referred to above will be made by the Commission on the same basis. Should grant assistance, if any, be obtained on a higher or lower percentage of the cost figure aforesaid, then reimbursement will be governed by such higher or lower percentage. Developer hereby understands and agrees that the reimbursement depends entirely upon receipt of grant monies pursuant to the application for grant funds.

(b) If no grant assistance is received by the Commission, or, if less than 100 per cent of the said cost figure is reimbursable under paragraph (a) above, then the Commission's regular connection charge to the Developer shall be used as a credit against the cost figure or portion thereof as the case may be, but in no event may the cost figure be exceeded.

5. Upon completion of all work and final approval and acceptance by the Commission, Developer shall furnish to the Commission a set of "as-built" drawings of the project, unless the sewer and its appurtenances have been constructed without deviation from the construction drawings for the project, in which event the latter may be furnished to the Commission. The Commission's Chief Engineer shall determine the necessity for an "as-built" drawing.

6. When connection is made to the public sewer system, the property being served shall be classified and a benefit charge determined as though said property abuts upon the public sewer, and the Owners and the property, for all charges, rates, and benefits, shall stand in every respect in the same position as if the property did so abut.

7. The sewer, and all appurtenances thereto, constructed within the Commission's easements across Developer's property and any adjoining property shall be and remain the property of the Commission, and Developer agrees to provide any further documentation thereof that may be required by the Commission. Upon completion of the project and final approval and acceptance by the Commission, the maintenance, operation, and repair thereof shall be the responsibility of the Commission. The Developer shall be solely responsible for the maintenance and repair of the building service line leading from the building to be constructed on the premises to the connection point with the main sewer.

8. Developer covenants and agrees to hold the Commission harmless from all injuries, damages, claims, causes of action, cost or expense that may arise out of the performance of the construction work whether on or off of the Developer's property, and Developer shall assume full responsibility for the defense of any action therefor brought against the Commission and should Developer fail to do so on proper notice, Commission reserves the right to defend such action and charge all costs thereof to the Developer.

9. 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: J. E. Adams

SMO, Incorporated
By: J. Blacklock D.D. (SEAL)
J. Blacklock Hills, Jr. Vice-President

ATTEST: Steven L. King
Steven L. King, Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of ^{Charles} ~~St. Mary's~~, to-wit:
I HEREBY CERTIFY That on this 2nd day of July, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared J. Blacklock Hills Jr
who acknowledged himself to be Vice President of SMO Inc.
Vice President, a body corporate, and that he, as such
Vice President being authorized so to do, executed the foregoing
instrument for the purposes therein contained by signing the name of
SMO Inc by himself as such Vice President.

AS WITNESS my hand and Notarial Seal.
J. H. [Signature]
Notary Public.
My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 23 day of July, 1982,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.
Mary B. Dallow
Notary Public.
My Commission Expires: 7-1-86

Ret. to: CY Warden July 28, 1982

LIBER 003 16

TIME 10:53 A . M.
MARY L. BILL CLERK
ST. MARY'S CO.

SEP 28-82 * 28115 *****.00
SEP 28-82 A #28115 *****.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, Made this 22 day of Aug, 1982,
by and between James L. Hills

GRANTOR and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTOR seised in fee simple of lots, tracts, and parcels of land situate in the 8th Election District of St. Mary's County, Maryland, and fully described in a Deed to said GRANTOR from Mary Carol Hills, dated June 17, 1974, and recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK, No. 212, Folio 284, and

WHEREAS, the GRANTEE desires and intends to construct a sewer force main and appurtenances in, over, and along Maryland Rte #246 and desires to use the hereinafter described strip of land of the GRANTOR for the period of time during which the said force main is under construction adjacent to GRANTOR'S property, and the said GRANTOR is willing to grant such right.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the said GRANTOR does hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, the right, privilege, and easement to use and occupy temporarily, during the initial construction of the forcemain in, over, and along Maryland Rte #246 upon which the aforesaid property abuts, the hereinafter described strip of land for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

Beginning for the same a point approximately 165 feet along the easterly side of Maryland Route 246, an eighty-foot (80') right-of-way from the common boundary of the Church of Christ as described in Liber 93, folio 73, and James Laurence Hills as described in Liber 212, folio 284, said point being the most westerly point of the herein described easement and forming a square with 35-foot sides one of which abuts the easterly side of Maryland Route 246 and containing 1,225 square feet.

GRANTOR hereby authorizes and permits the GRANTEE, its agents, servants, successors and assigns, to enter upon, to clear of obstruction wherever necessary to its purposes and to use as aforesaid the strip of land described above; provided, however, that following the initial construction above referred to GRANTEE hereby agrees that it will cause to be removed from the property described, all debris, surplus material and construction equipment and will leave the premises in a neat and presentable condition.

GRANTOR hereby agrees not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and approval by the GRANTEE of the removal work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

AS WITNESS the due execution hereof.

Walter A. Miles James L. Hills (SEAL)
James L. Hills (SEAL)
Grantor

ATTEST: Steven J. King By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman
ST. MARY'S COUNTY METROPOLITAN COMMISSION

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of August, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared James L. Hills, the
GRANTOR named in the foregoing instrument and acknowledged it to be his Act.
AS WITNESS my hand and Notarial Seal.



Elizabeth W. Miles
Notary Public
My Commission expires: 7-1-86

STATE OF _____, County of _____, to wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____, the
GRANTOR named in the foregoing instrument and acknowledged it to be _____ Act.
AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 24 day of September, 1982,
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 foregoing 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.

Mary B. Dillow
Notary Public

My Commission expires: 7-1-86

LIBER 003 18

DEFERRED PAYMENT CONTRACT LIEN
FOR
SEWER CONNECTION CHARGE

TIME 11:45 a. m.

MARY R. HILL, CLERK
ST. MARY'S CO.
NOV 12-82 * 2 038 *****00
NOV 12-82 B 2 038 *****00

AGREEMENT, Made this 1st day of November, 1982, between Julia A. Green, Route 1, Box 296, Lexington Park, Maryland, hereinafter "Customer", and St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter "Commission".

The undersigned hereby agree:

1. That a public sewer has been installed by the Commission abutting property owned by Customer on the west side of the road leading from St. James to St. Mary's City, said property being Parcel 122, Block 22 on Tax Map 59, and being a portion of property described in a deed to Customer from Joseph A. Green dated September 24, 1957, and recorded in Liber CBG No. 71, folio 524, a Land Record of St. Mary's County.

2. That a connection charge in the amount of \$508.50 is due and owing to the Commission by Customer, and of that amount, the sum of \$150.00 has been paid, leaving a balance due of \$358.50, plus interest at the rate of 1½% per month on unpaid balances. The balance due is to be paid in accordance with the following schedule, which includes interest as aforesaid:

November 1, 1982	\$29.88	May 1, 1983	\$32.56
December 1, 1982	\$34.81	June 1, 1983	\$32.11
January 1, 1983	\$34.36	July 1, 1983	\$31.66
February 1, 1983	\$33.91	August 1, 1983	\$31.21
March 1, 1983	\$33.46	September 1, 1983	\$30.77
April 1, 1983	\$33.02	October 1, 1983	\$30.32

3. As provided by Commission rules and Chapter 113 of the Code of Public Local Laws of St. Mary's County, Maryland, the unpaid balance is a charge upon, and shall be a lien against the above-described property of Customer. In consideration whereof, the undersigned Customer hereby grants and conveys to St. Mary's County Metropolitan Commission a lien upon the said property in the amount of \$358.50, plus interest as above set forth, said lien to be binding upon her and her heirs, successors, or assigns until paid.

4. Upon default in making any payment due hereunder, the entire balance shall immediately become due and payable at the option of the Commission, and it may proceed to enforce the lien in equity by foreclosure and sale of the property; or, at its option, may discontinue service until payment is made, or it may resort to an action at law. Failure, or delay, in the enforcement of the deferred payments shall not be a waiver of any of the options.

Witness:

Louise B. Loring

Julia A. Green (SEAL)
Julia A. Green, Customer

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

LIBER 003 19

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

I HEREBY CERTIFY, That on this 1st day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Julia A. Green, the Customer named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Susan A. Water
Notary Public.

My Commission Expires: 7/1/86

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

I HEREBY CERTIFY, That on this 8th day of November, 1982, before, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Water
Notary Public.

My Commission Expires: 7/1/86

Ret. Mc. Mander

11-12-82

MARY R. BELE, CLERK

TIME 5:19 P . M.

MARY E. BELL, CLERK
ST. MARY'S CO.
DEC -3-82 * 2 966 *****00
DEC -3-82 A 2 966 *****00

THIS AGREEMENT, Made this 2nd day of July, 1982, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter "Commission", and SMO, Incorporated, a body corporate, hereinafter "Developer".

WHEREAS, Commission is responsible for all water and sewer projects within the Pine Hill Run Sanitary District No. 8, and

WHEREAS, Developer is the owner of certain real property situated in the Sanitary District, which property is described in a Deed to the Developer from James R. Bass, dated May 24, 1982, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB No. 118, folio 435, and

WHEREAS, Developer requires and has requested public sewer service to the property which, however, does not abut upon any street, road, lane, alley, right-of-way or easement in which a public sewer has been built and, therefore, a sewer extension must be constructed in order to provide service, and

WHEREAS, Developer is ready, willing and able to construct said sewer and appurtenances thereto from Manhole No. 61-8 as shown on a Plat recorded in Metropolitan Commission Plat Liber No. 1, folio 21, in the Land Records of St. Mary's County, Maryland, within a 20-foot easement depicted thereon, which easement must first be obtained by Commission from adjoining property owner or owners and the Developer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the parties as follows:

1. Owners shall, at their sole expense, design and construct the sewer in accordance with plans, specifications, and procedures submitted to and reviewed and approved by the Commission, and also in accordance with applicable rules, regulations, directives, or special instructions, whether of the Commission or agencies of the County, State, or Federal governments.

2. No sewer construction work shall be commenced by Developer prior to applying for and obtaining from the Commission a permit authorizing the work in accordance with the approved plans and specifications.

3. All sewer construction shall be subject to inspection by representatives of the Commission who shall have access to the work at all reasonable hours for such purpose. Developer shall notify any Contractor or Contractors doing the work of sewer construction that the project is subject to inspection as aforesaid, and that the Commission may halt any work not being performed in accordance with plans and specifications approved by the Commission.

4. Upon completion of the construction and final inspection and approval thereof by the Commission, Developer shall submit to the Commission an itemized statement of the cost of said construction, which statement after its review and approval by the Chief Engineer of the Commission shall be used for the following purpose only:

(a) The total approved cost of construction shall be used by the Commission as the figure upon which to base future reimbursement of said cost, or any part thereof, which reimbursement shall be made if, as, and when certain grant monies are received by the Commission pursuant

to its application under the Health Hazard Abatement Program of the Maryland Department of Health on a sewer project known as "Project 11AS-(B)" of which the aforesaid construction may be considered a part. If said construction qualifies for grant assistance, such assistance is normally made on the basis of 87-½ per cent of actual approved costs, and the possible reimbursement referred to above will be made by the Commission on the same basis. Should grant assistance, if any, be obtained on a higher or lower percentage of the cost figure aforesaid, then reimbursement will be governed by such higher or lower percentage. Developer hereby understands and agrees that the reimbursement depends entirely upon receipt of grant monies pursuant to the application for grant funds.

(b) If no grant assistance is received by the Commission, or, if less than 100 per cent of the said cost figure is reimbursable under paragraph (a) above, then the Commission's regular connection charge to the Developer shall be used as a credit against the cost figure or portion thereof as the case may be, but in no event may the cost figure be exceeded.

5. Upon completion of all work and final approval and acceptance by the Commission, Developer shall furnish to the Commission a set of "as-built" drawings of the project, unless the sewer and its appurtenances have been constructed without deviation from the construction drawings for the project, in which event the latter may be furnished to the Commission. The Commission's Chief Engineer shall determine the necessity for an "as-built" drawing.

6. When connection is made to the public sewer system, the property being served shall be classified and a benefit charge determined as though said property abuts upon the public sewer, and the Owners and the property, for all charges, rates, and benefits, shall stand in every respect in the same position as if the property did so abut.

7. The sewer, and all appurtenances thereto, constructed within the Commission's easements across Developer's property and any adjoining property shall be and remain the property of the Commission, and Developer agrees to provide any further documentation thereof that may be required by the Commission. Upon completion of the project and final approval and acceptance by the Commission, the maintenance, operation, and repair thereof shall be the responsibility of the Commission. The Developer shall be solely responsible for the maintenance and repair of the building service line leading from the building to be constructed on the premises to the connection point with the main sewer.

8. Developer covenants and agrees to hold the Commission harmless from all injuries, damages, claims, causes of action, cost or expense that may arise out of the performance of the construction work whether on or off of the Developer's property, and Developer shall assume full responsibility for the defense of any action therefor brought against the Commission and should Developer fail to do so on proper notice, Commission reserves the right to defend such action and charge all costs thereof to the Developer.

9. 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: J. E. Harris

SNO, Incorporated

By: J. Blacklock Wills, Jr. (SEAL)
J. Blacklock Wills, Jr. Vice-President

ATTEST: Steven L. King
Steven L. King, Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of Charles St. Mary's, to-wit:
I HEREBY CERTIFY That on this 2nd day of July, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared J. Blacklock Wills, Jr.
who acknowledged himself to be Vice President of SNO Inc
Inc, a body corporate, and that he, as such
Vice President being authorized so to do, executed the foregoing
instrument for the purposes therein contained by signing the name of
SNO Inc by himself as such Vice President
AS WITNESS my hand and Notarial Seal.

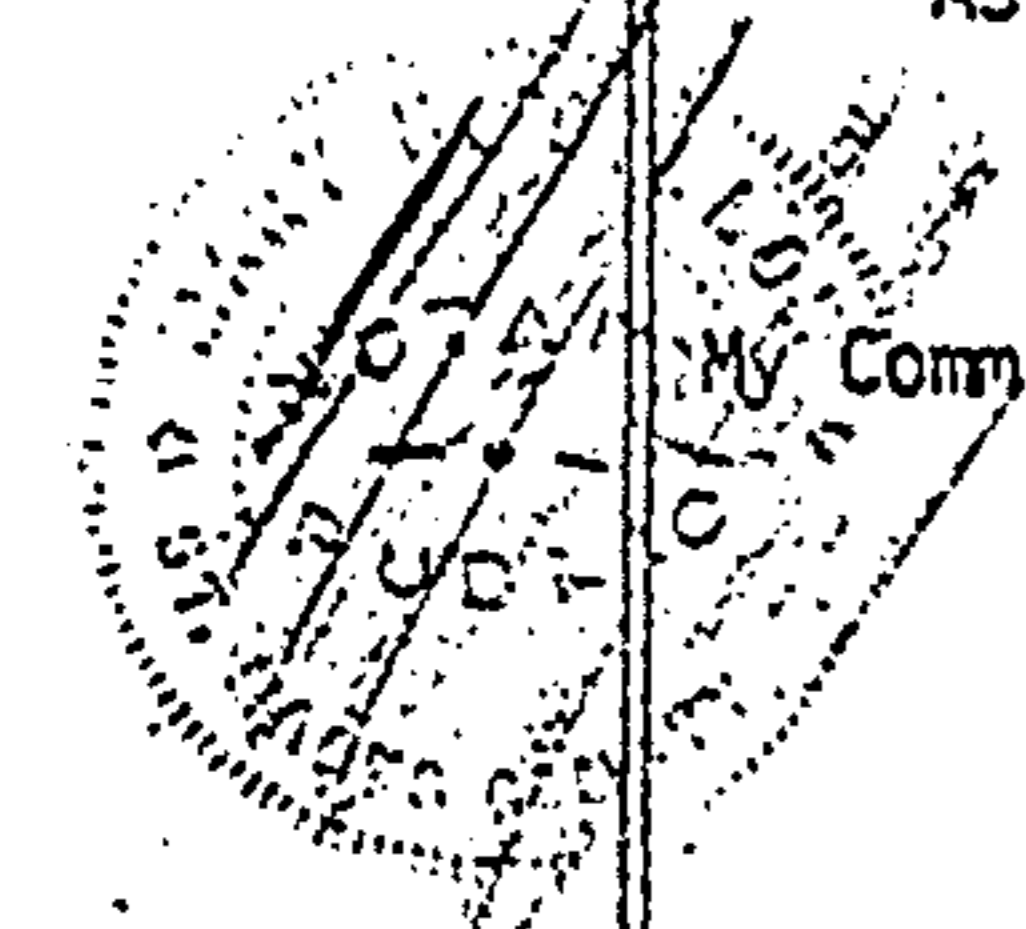
J. H. Matthews
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 23 day of July, 1982,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Mary B. Dillow
Notary Public.

My Commission Expires: 7-1-86



Del. Ma Mander

12-3-82

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission", and Woodrow M. Conner and Amelia H. Conner, referred to collectively hereinafter as "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 No. 8, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District described in a Deed to Developer dated August 1, 1982, from Michael J. Aiello, et al, and recorded in Liber MRB No. 123, Folio 373, a Land Record of the aforesaid County, and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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 instruction 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 Exhibits 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-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 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: 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 hands and seals of the parties hereto, this 7 day of OCTOBER, 1982.

Witness:

William Samp

Woodrow M. Conner (SEAL)
Woodrow M. Conner

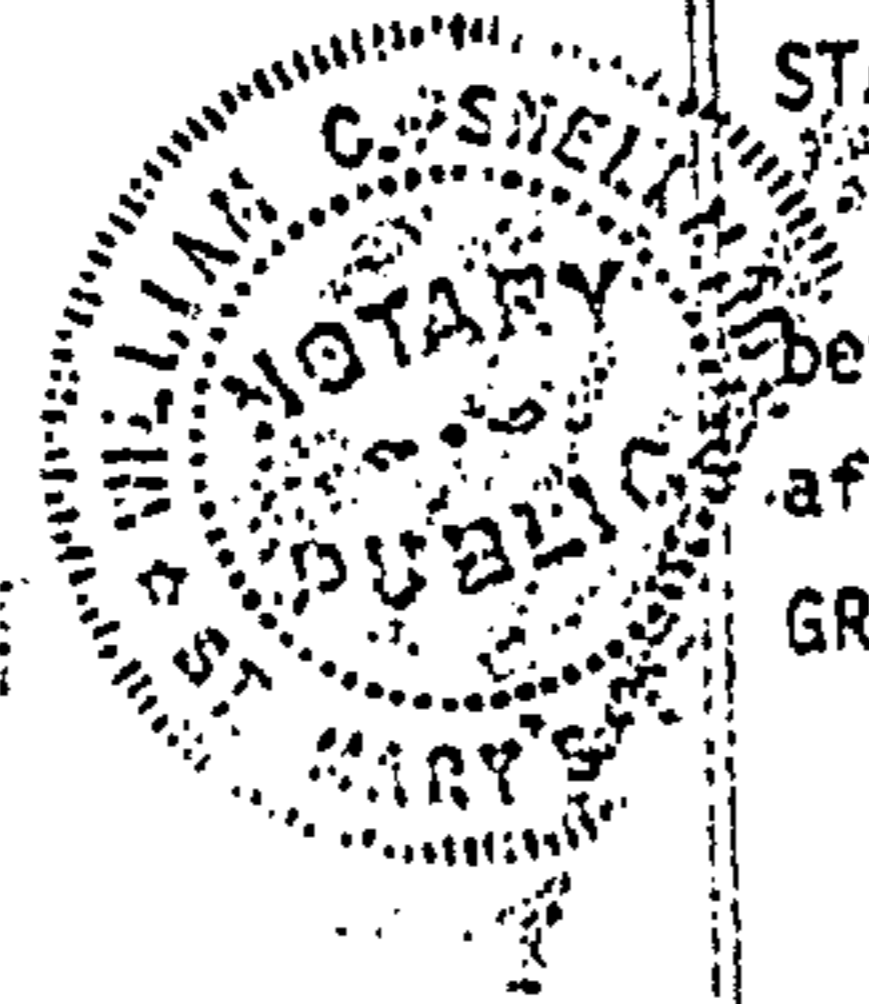
Amelia H. Conner (SEAL)
Amelia H. Conner

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven L. King
Steven L. King, Secretary

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman



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

I HEREBY CERTIFY, That on this 7 day of OCT, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Woodrow M. Conner and Amelia H. Conner, the GRANTORS named in the foregoing instrument and acknowledged it to be their Act. AS WITNESS my hand and Notarial Seal.

W. C. Snell
Notary Public

My Commission expires: 7-1-86

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

I HEREBY CERTIFY, That on this 21st day of October, 1982, 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 foregoing 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.

Susan A. Wathen
Notary Public

My Commission expires: 7/1/86

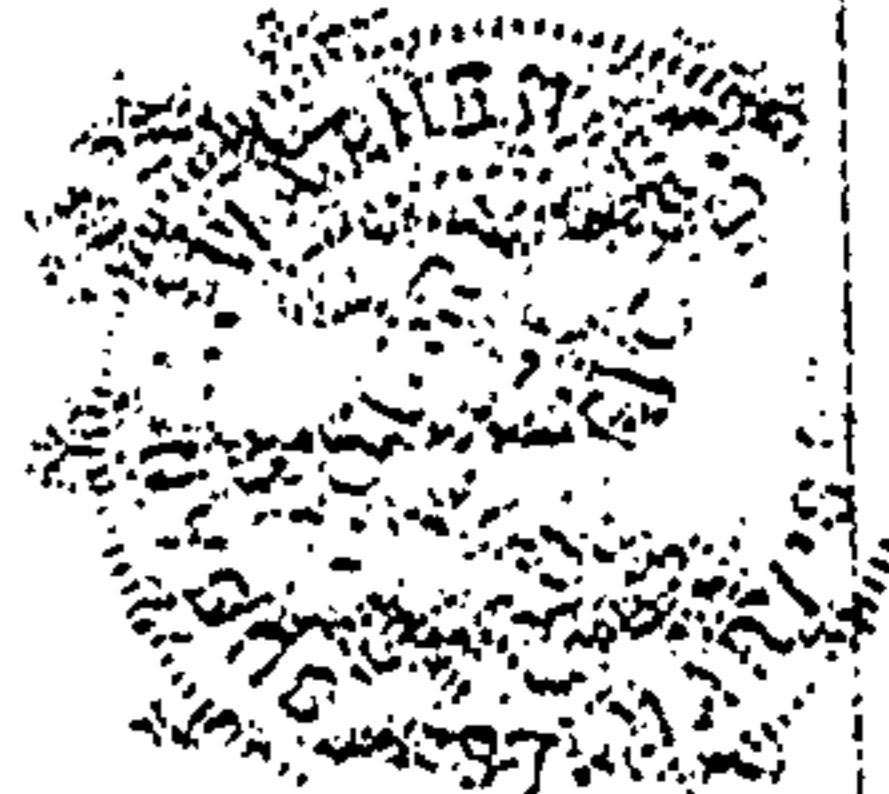


EXHIBIT A

LIBER 003 PAGE 26

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Auto Service Center Total No. of Phases: 1
Developer: Woodrow Conner

Phase I

Plat Ref.: Same # of Lots to be Served: 1
Projected Const. Start Date: October, 1982
Projected Const. Completion Date: November, 1982
Facilities to be Constructed*: 300 feet of 6-inch water main, one fire hydrant,
3/4-inch water service line

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: _____
(Initials)

Developer: _____
(Initials)

EXHIBIT B
STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

LIBER 003 PAGE 27

Project Name: Auto Service Center Total No. of Phases: 1

Developer: Woodrwo Conner

Phase I

Plat Ref.: Same # of Lots to be Served: 1

Projected Const. Start Date: October, 1982

Projected Const. Completion Date: November, 1982

Facilities to be Constructed*: 350 feet of 8-inch sanitary sewer, 30 feet of 6-inch sewer service, 2 manholes

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 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: _____
(Initial)

Developer: _____
(Initial)

Del. to Mr. Monden

12-3-82

MARY R. BELL, CLERK

FUNDING AGREEMENT

A G R E E M E N T, Made this 18th day of November, 1982, by and between St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter "Commission", and Londontowne Development Corp., a Maryland corporation, hereinafter "Developer."

WHEREAS, Commission is responsible for all public sewer and water projects in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and

WHEREAS, Developer is proposing the development of a tract of land within said Sanitary District consisting of two parcels more particularly described in a Deed to Daniel J. Guenther, et ux., et al, from J. Wilmer Bowles, et ux., dated January 23, 1979, and recorded among the land records of St. Mary's County, Maryland, in Liber MRB No. 035, folio 55, and

WHEREAS, said tract does not abut upon the Commission's water supply and sewer systems and Developer has requested that a water line extension be constructed from Commission's water supply system to a point at or near the said property by means of which it may be served, and Commission is willing to undertake such construction or make suitable arrangements for the same, providing a substantial contribution is made by the Developer toward the cost of such water line construction as provided in Section 113-9.J. of the Code of Public Local Laws of St. Mary's County, and

WHEREAS, Commission will provide engineering service, including design, preparation of plans, specifications, advertisements, award, and inspection of construction, all work necessary for an operational water extension, and the cost of same shall become part of the total project cost.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and the mutual covenants and agreements herein expressed, Commission and Developer agree as follows:

FIRST: Upon the execution of this Agreement by the parties, Commission shall undertake the engineering services described above and shall prepare an Engineer's estimate of the total cost of construction of the water extension, including said engineering services and administrative overhead. Commission shall notify Developer of the amount of this cost estimate, and should Developer at this point choose not to proceed further with development of the tract as described above and so notifies the Commission, then Developer shall reimburse Commission for all engineering and administrative costs up to receipt of the notice. Said reimbursement payment may be used as a credit against any future

resumption of this project subject to any changes causing additional costs for such engineering and administration.

SECOND: Developer, upon receipt of the cost estimate, shall thereupon pay to Commission a sum equal to two-thirds (2/3rds) of said estimate, upon receipt of which Commission shall proceed to advertise for bids and take all other necessary steps leading to final award and commencement of construction of the water line extension.

THIRD: Upon completion of construction, Developer's two-thirds (2/3rds) contribution shall be adjusted to reflect the actual costs incurred, including engineering, overhead, inspection and any other applicable costs. Commission will refund any overpayment. Developer will pay any excess contribution made necessary if actual costs exceed the Engineer's estimate on which its original contribution was based.

FOURTH: Developer shall be responsible for the construction of all water and sewer facilities within the boundaries of the aforesaid property being developed, and for the construction of a sewer extension, or extensions, to the Commission's existing sewer system. Developer shall obtain adequate easement or easements for the same over surrounding properties, said easements to be conveyed to Commission. Developer shall not, however, commence any such construction prior to (1) entering into a Public Works Agreement with the Commission, (2) review and approval of plans and specifications for all such facilities by Commission, and (3) issuance by Commission of a permit or permits for said construction.

FIFTH: Commission agrees that the total actual cost of the water line extension, for the purpose of computing Developer's adjusted contribution, shall be reduced by the cost of fire hydrant and service connection installations, if any, along the route of the water line extension.

SIXTH: Commission shall proceed with this project as provided herein; however, in the event that building permits and permits for water and sewer construction on Developer's property are issued prior to completion of the water line extension by Commission,

Developer agrees to assume all responsibility and covenants and agrees to hold Commission harmless from any actions or claims for damages in the event Occupancy Permits cannot be issued for completed structures because the structures are not then served with water and/or sewer facilities.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

WITNESS the due execution hereof.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven L. King
Steven L. King, Secretary.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

ATTEST:

LONDONTOWNE DEVELOPMENT CORP.

Daniel J. Guenther
Daniel J. Guenther, Secretary.

By: Ralph H. Guenther, Pres. (SEAL)
Ralph H. Guenther, President.

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

I HEREBY CERTIFY That on this 15 day of November, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Watrous
Notary Public

My Commission expires: 7-1-86.

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

I HEREBY CERTIFY That on this 16 day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ralph H. Guenther, who acknowledged himself to be President of Londontowne Development Corp., a body corporate, 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.

Ralph H. Guenther
Notary Public.

My Commission expires: 7-1-86.

Ret. to: Mr. Mander

DEC 15 1982

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

TIME 2:50P . M.

MARY H. BELL, CLERK
ST. MARY'S CO.

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and

Londontowne Development

Corporation
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

No. 8 and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described in a deed dated January 23, 1979, and recorded among the Land Records of St. Mary's County, Maryland in Liber MRB No. 035, folio 55 to Daniel J. Guenther, et ux., et. al., and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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

-2-

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 Exhibits 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-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.

WITNESS the hands and seals of the parties hereto, this 18th day of November, 1982.

ATTEST:

Daniel J. Guenther, Secy.
Secretary, Londontowne Development Corporation

Londontowne Development Corporation
By Ralph H. Guenther, Pres.
Ralph H. Guenther, President.

ATTEST:

Sharon J. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY that on this 16th day of November, 1982, before the subscriber, a Notary Public in and for the County of St. Mary's State aforesaid, personally appeared Ralph H. Guenther who acknowledged himself to be the President of Londontowne Development Corp., 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 Londontowne Development Corporation.

Witness my hand and Notarial Seal.

James A. Smith
Notary Public. 7-1-86

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

I HEREBY CERTIFY that on this 18th day of November, 1982, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor, Chairman of St. Mary's County Metropolitan Commission, and as Chairman of said Commission, and on behalf of said Commission, did acknowledge the foregoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

Susan A. Wathen
Notary Public. 7-1-86

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

I HEREBY CERTIFY that on this 16th day of November, 1982, before me, the subscriber, a Notary Public for the County aforesaid, personally appeared Ralph H. Guenther, President of Londontowne Development Corporation, a body corporate, and that he, on behalf of said corporation acknowledged the foregoing Public Works Agreement to be the act and deed of said corporation.

WITNESS my hand Notarial Seal.

James A. Smith
Notary Public.

My Commission Expires: 7-1-86

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Londontowne Total No. of Phases: 2
Developer: LONDONTOWNE DEVELOPMENT CORP.

Phase I
Plat Ref.: Londontowne # of Lots to be Served: 60
Projected Const. Start Date: April, 1983
Projected Const. Completion Date: April, 1984
Facilities to be Constructed*: Water mains and house service lines for 60 apartment
condominium units

Phase II
Plat Ref.: Londontowne # of Lots to be Served: 170
Projected Const. Start Date: February, 1984
Projected Const. Completion Date: March, 1985
Facilities to be Constructed*: Water mains and house service lines for 170 condominium
units

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: J E J
(Initials)

Developer: by: David W. [Signature]
(Initials)
for Londontowne Development Corp.

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASINGProject Name: Londontowne Total No. of Phases: 2Developer: LONDONTOWNE DEVELOPMENT CORP., 322 Port Place, Leonardtown, Md. 20650Phase IPlat Ref.: Londontowne # of Lots to be Served: 60Projected Const. Start Date: April, 1983Projected Const. Completion Date: April, 1984Facilities to be Constructed*: Sewer mains and house service lines for 60 apartment
condominium unitsPhase IIPlat Ref.: Londontowne # of Lots to be Served: 170Projected Const. Start Date: February, 1984Projected Const. Completion Date: March, 1985Facilities to be Constructed*: Sewer Mains and house service lines for 170 condominium
units.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 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: J E Z
(Initial)Developer: by: Jean M. Martin
(Initial)
for Londontowne Development Corp.Dist. M. Martin12-15-82

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 15th day of December, 1982,
by and between David B. Kennedy and Jenny R. Kennedy, his wife,
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-6, in
Section 3-A of Greenview Knolls Subdivision as per Plat of re-subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 62, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to Belvoir
Road, a 40-foot right-of-way, and being a part of Lot 500-6, Section 3-A
as recorded in Plat Book CBG No. 6, folio 62.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

David B. Kennedy (SEAL)

David B. Kennedy, Grantor

Jenny R. Kennedy (SEAL)

Jenny R. Kennedy, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)

Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 15th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David B. + Jenny R. Kennedy, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Wathen
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 22nd day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



Del. Mr. Mondes

12-30-82

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 9 day of December, 1982
by and between Jack Thomas and Sandra K. Thomas
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 31, in
Section 6 of Greenview Knolls Subdivision as per Plat of Greenview Knolls
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive,
a 40-foot right-of-way, and being a part of Lot 31, Section 6,
Greenview Knolls, as recorded in Plat Book CBG No. 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of construc-
tion, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Jack Thomas (SEAL)

Jack Thomas, Grantor

Sandra K. Thomas (SEAL)

Sandra K. Thomas, Grantor

Attest:

Steven T. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

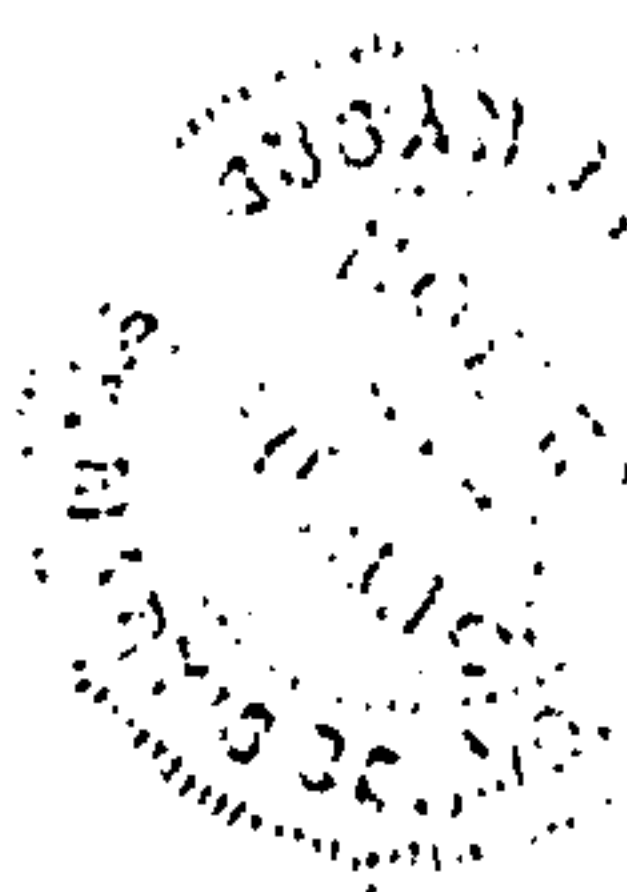
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 8th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jack & Sandra K. Thomas, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 22nd day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen Notary Public.



Del: Mr. Mander

12-30-82

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 22nd day of December, 1982
 by and between James Crooks and Betty Crooks
 GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
 corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
 located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
 which land is described as follows: Lot numbered 5, in
 Block D Section 3 of Greenview Knolls Subdivision as per Plat of
 thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
 County in Plat Liber CBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
 of public sanitary sewers and/or sewer force mains and appurtenances thereto,
 hereafter "Facilities", in the Sanitary District, and the construction of such
 Facilities makes it necessary to temporarily use the hereinafter described strip
 of land during the construction of the Facilities and the restoration work
 thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
 mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
 and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
 and corporate, the right, privilege, and easement to enter upon and use the land
 of the GRANTORS hereinafter described, for the accommodation of construction
 equipment, materials, excavated earth, and for other purposes pertinent to the
 construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
 Filmore Drive, a 40-foot right-of-way, and being part of Lot 5
 Block D, Section 3, Greenview Knolls as recorded in Plat Book CBG
 No. 5, folio 23.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
 employees, and representatives, to enter upon said land, to clear and remove
 obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
 agrees that it will cause to be removed from said property all debris, surplus
 materials, and construction equipment and will, to the extent reasonably possible
 restore the area used to a condition not inferior to that existing prior to
 such entry and use, including, as the case may be, reseeding of lawn areas,
 replacement of shrubs, fences, mail box posts, and repair of any paving damaged
 by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
 the aforesaid strip of land in any manner or for any purposes which will
 obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
 is hereby agreed that the right, privilege, and easement for temporary construc-
 tion use granted herein shall cease and terminate upon the completion of construc-
 tion, final inspection, and the approval by the GRANTEE of the removal and
 restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

J. Alfred Bell

James Crooks (SEAL)
James Crooks, Grantor

Betty Crooks (SEAL)
Betty Crooks, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 11th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Crooks the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Julius B. Ambler
Notary Public.

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

I HEREBY CERTIFY, that on this 11th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Betty Crooks the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Julius B. Ambler
Notary Public.

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

I HEREBY CERTIFY, That on this 22nd day of December, 1982, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Mathers
Notary Public.

EASEMENT AGREEMENT

TIME 1:43 P. M.

MARY R. BELL CLEAR
ST. MARY'S CO.

THIS EASEMENT AGREEMENT, Made this 20th day of December, 1982,
by and between Robert A. Nash and Carroll A. Nash
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 4, in
Block D Section 3 of Greenview Knolls Subdivision as per Plat of , in
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Fillmore Drive, a 40-foot right-of-way, and being part of Lot 4,
Block D, Section 3, Greenview Knolls as recorded in Plat Book
CBG No. 5, folio 23.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Robert A. Nash (SEAL)
Robert A. Nash, Grantor

Carroll A. Nash (SEAL)
Carroll A. Nash, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

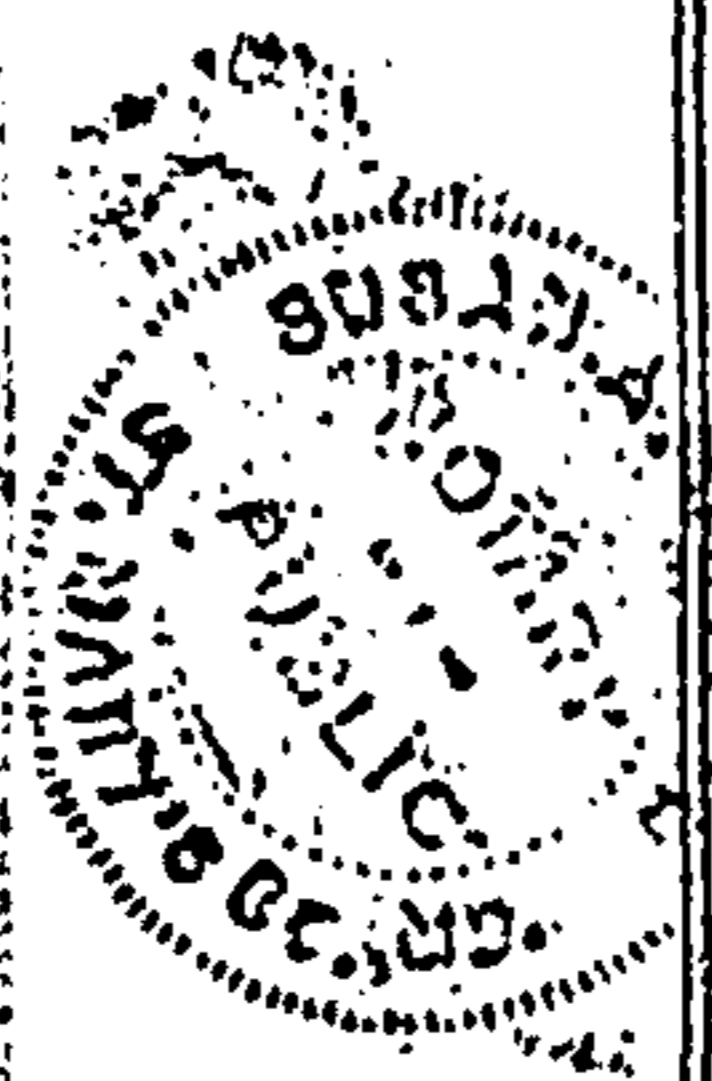
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, that on this 20th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert A. & Carroll A. Nash, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

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

I HEREBY CERTIFY, That on this 22nd day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



Rel: to: CW Menden

12-30-82

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 24th day of November, 1983,
by and between Port Miller and Ellen Miller
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 9, Block A, in
Section 1 of Buck Park Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 27, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Hewitt Road, a 40-foot right-of-way, and being part of Lot 9,
Block A, Section 1, Buck Park as recorded in Plat Book CBG, No 4,
folio 27.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeded of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Steven J. King

Port Miller (SEAL)

Port Miller, Grantor

Port Miller

Ellen Miller (SEAL)

Ellen Miller, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 24th day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Port and Ellen Miller the GRANTOR named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Wether Notary Public.

STATE OF _____ County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

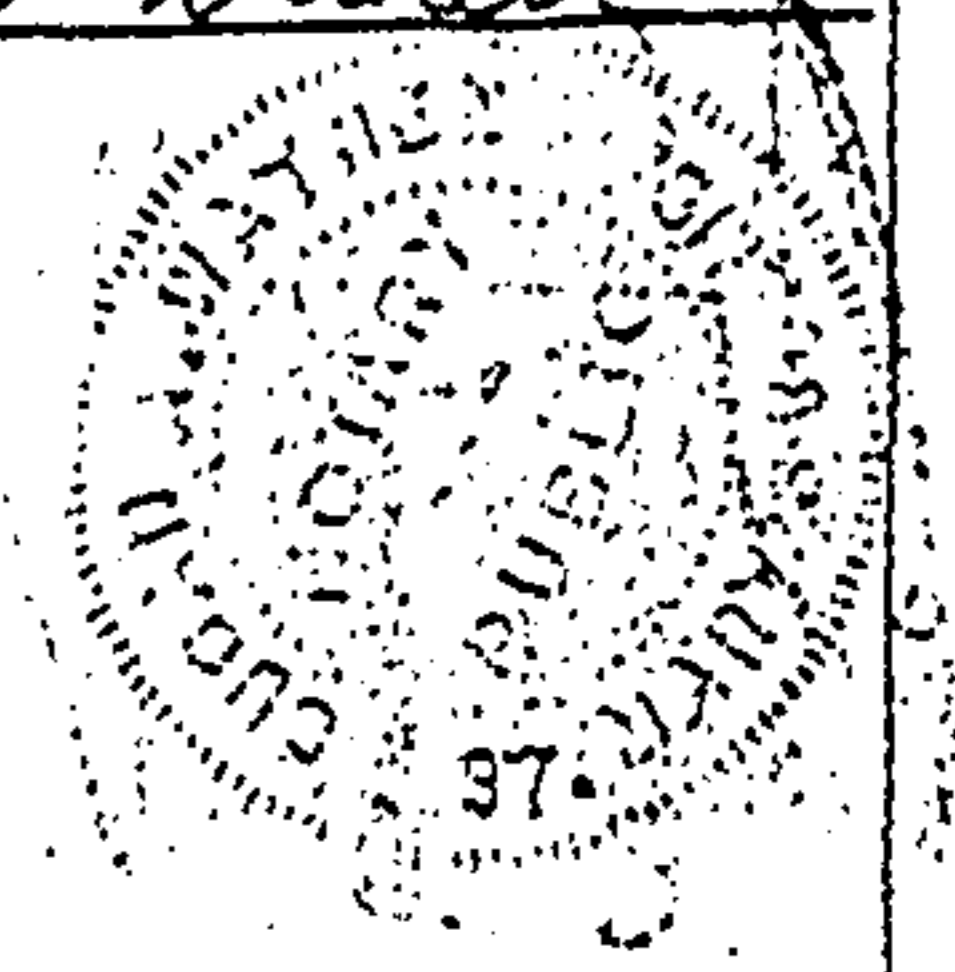
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 9th day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Wether Notary Public.



THIS EASEMENT AGREEMENT, Made this 5 day of December, 1982,
by and between William A. Riddell and Marie A. Riddell
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 12, Block A _____, in
Section 1 of Buck Park Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 27, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Hewitt Road, a 40-foot right-of-way, and being part of Lot 12,
Block A, Section 1, Buck Park as recorded in Plat Book CBG No. 4,
folio 27.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

William A. Riddell (SEAL)
William A. Riddell, Grantor

Marie A. Riddell (SEAL)
Marie A. Riddell, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 5th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William A. + Marie A. Riddell, the GRANTOR named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Nathan
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

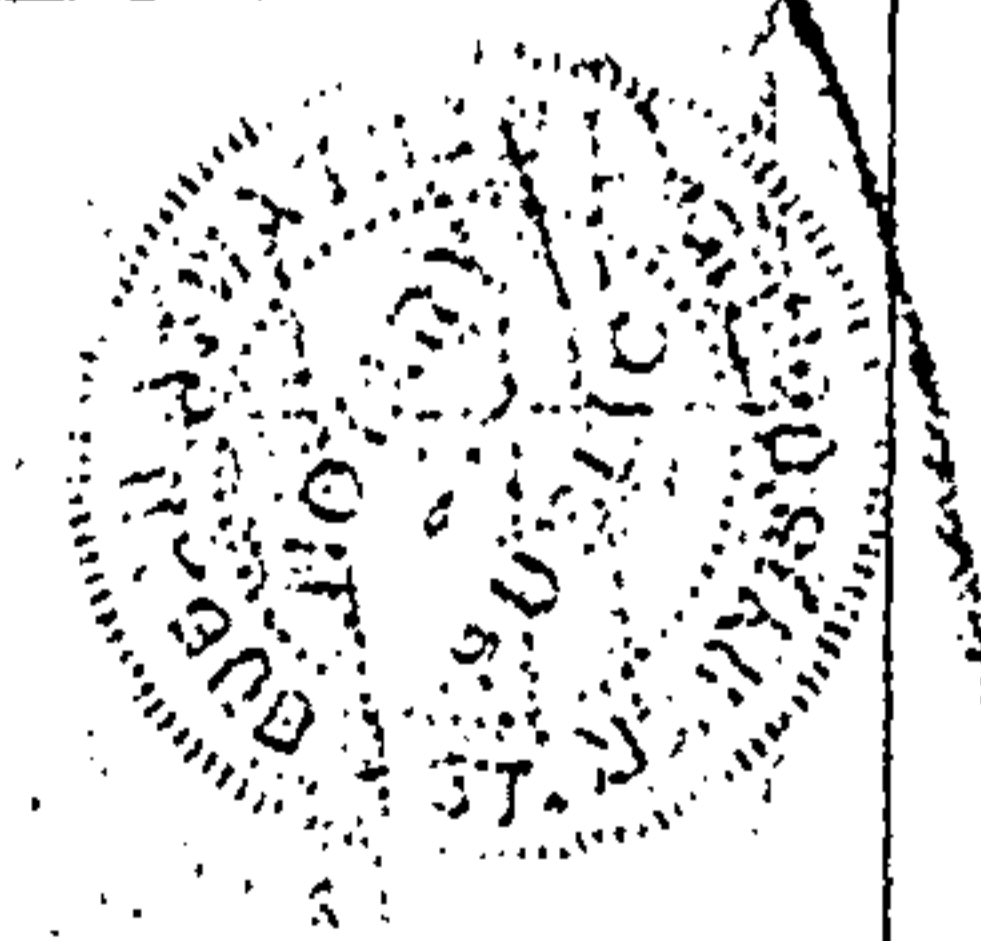
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 9th day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Nathan
Notary Public.



Del. to C. N. Fremder

JAN 10 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 24 day of November, 1982,
by and between Carrol R. O'Neill and Rosana O'Neill
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 11, Block A _____, in
Section 1 of Buck Park Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 27, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Hewitt Road, a 40-foot right-of-way, and being part of Lot 11,
Block A, Section, Buck Park as recorded in Plat Book CBG No. 4,
folio 27.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated; -
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn-areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall thure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Carrol R. O'Neill (SEAL)
Carrol R. O'Neill, Grantor

X Rosana O'Neill (SEAL)
Rosana O'Neill, Grantor

Attest:

Stewart J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 24 day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carrol R. O'Neill + Rosana O'Neill, the GRANTOR named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1986 Robert J. Harrison Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

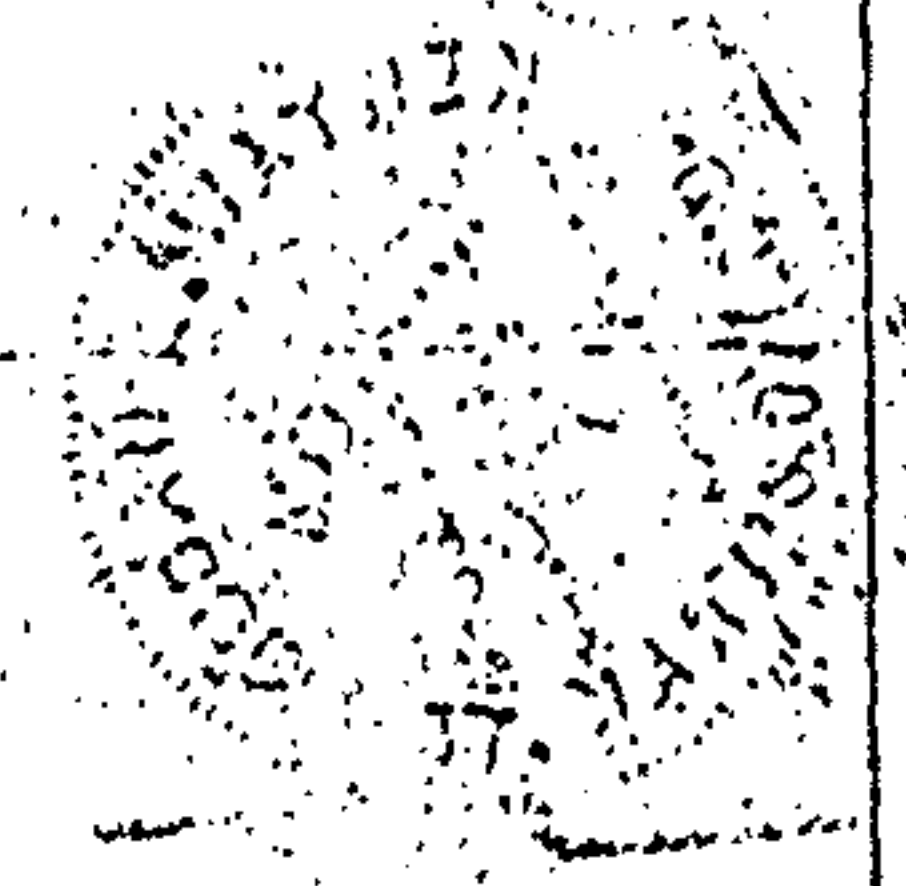
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 9th day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86 Susan A. Nathan Notary Public.



Ret. to: C.M. Mander

JAN 10 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 24th day of November, 1988,
by and between Linda B. Donovan
GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-25, in
Block C
Section 3 of Greenview Knolls Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTOR hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Belvoir Road, a 40-foot right-of-way, and being part of Lot 500-25,
Block C, Section 3, Greenview Knolls as recorded in Plat Book CBG,
No. 5, folio 23.

GRANTOR does hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTOR hereby agrees not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Shuley M. Hardman

Linda B. Donovan (SEAL)

Linda B. Donovan, Grantor

(SEAL)

Attest:

Stena L. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 24th day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Linda B. Donovan the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Shuley M. Hardman
Notary Public.

STATE OF _____ County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

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

I HEREBY CERTIFY, That on this 9th day of December, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

Susan A. Nathan
Notary Public.



Ret. to: CN Records

JAN 10 1983

MARY R. BELL, CLERK

TIME 1:28 P . M.
MARY B. BELL, CLERK
ST. MARY'S CO.
JAN 10-83 * 22409 *****00
JAN 10-83 A #22409 *****00

THIS EASEMENT AGREEMENT, Made this 4 day of January, 1983,
by and between Thomas J. Slackter
GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 1, Block A _____, in
Section 1 of Buck Park Subdivision as per Plat of Subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 27, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTOR hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Chancellors Run Road, a 40-foot right-of-way, and being part of
Lot 1, Block A, Section 1, Buck Park Subdivision as recorded in
Plat Liber CBG No. 4, folio 27.

GRANTOR hereby authorizes and permits the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTOR hereby agrees not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Jessie A. Jubee

+ Thomas J. Slackter (SEAL)
Thomas J. Slackter, Grantor
(SEAL)

Attest:

Stewart J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 4th day of January, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Slackter, the GRANTOR, named in the foregoing instrument and acknowledged it to be His act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Jessie A. Jubee
Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR, named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

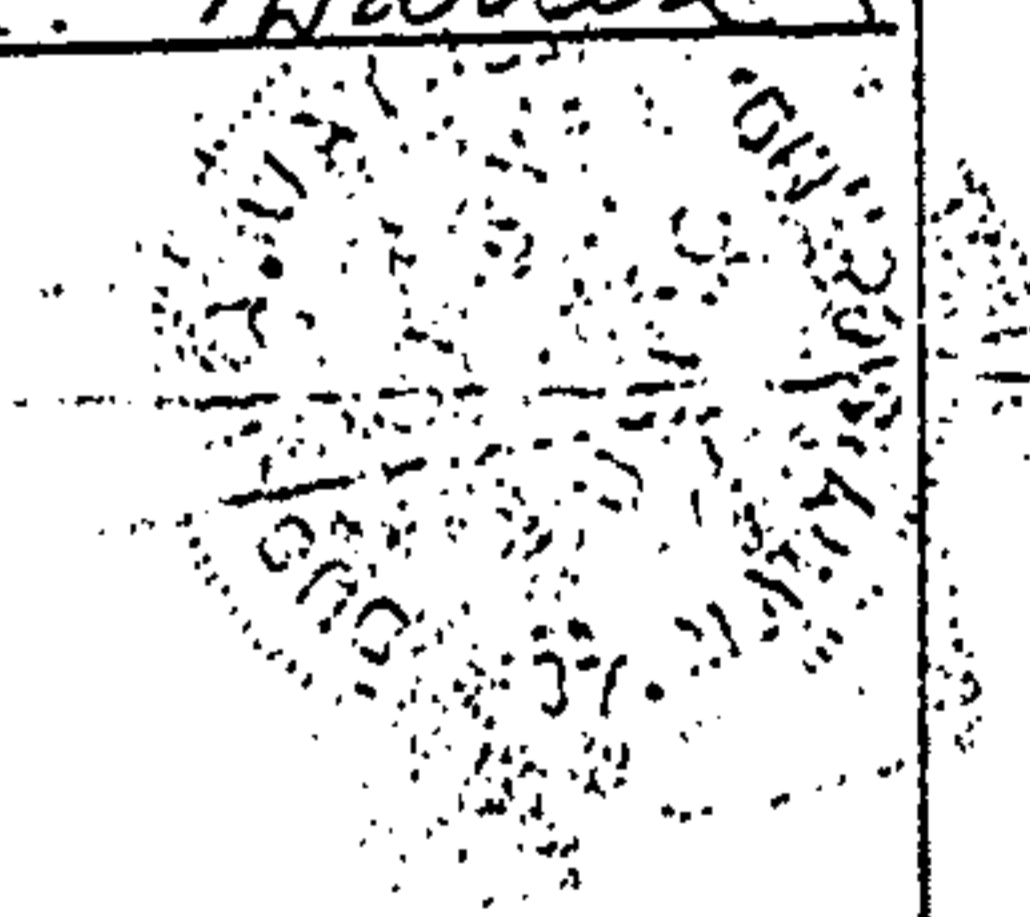
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 6th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Jessie A. Jubee
Notary Public.



Ret. to: CH Mander

JAN 10 1983

MARY R. BELL, CLERK

TIME 1:29 P . M.

MARY E. BILL, CLERK
ST. MARY'S CO.JAN 10-83 * 22410 *****00
JAN 10-83 A 22410 *****00THIS EASEMENT AGREEMENT, Made this 3rd day of January, 1987.

by and between Joseph E. Comer and Mary J. Comer
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, which land is described as follows: Lot numbered 500-26, Block C, in Section 3 of Greenview Knolls Subdivision as per Plat of subdivision thereof recorded among the Land Records of St. Mary's County in Plat Liber CBG No. 5, folio 23, and (subdiv. or re-subdiv.)

WHEREAS, GRANTEE has planned for and will construction certain extensions of public sanitary sewers and/or sewer force mains and appurtenances thereto, hereafter "Facilities", in the Sanitary District, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the construction of the Facilities and the restoration work thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use the land of the GRANTORS hereinafter described, for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to the construction of the Facilities, that is to say:

A 12-foot wide easement beginning at the common property line of Lots 500-25 and 500-26, Block C, Section 3, Greenview Knolls Subdivision, as recorded in Plat Book CBG No. 5, folio 23, thence running across said Lot No. 500-26 parallel to and running and binding upon the right-of-way line of Belvoir Road, 40-foot wide, a distance of 60 feet.

GRANTORS do hereby authorize and permit the GRANTEE, its agents, employees, and representatives, to enter upon said land, to clear and remove obstructions wherever necessary and to use the same for the purposes stated; provided, however, that following completion of construction, GRANTEE hereby agrees that it will cause to be removed from said property all debris, surplus materials, and construction equipment and will, to the extent reasonably possible restore the area used to a condition not inferior to that existing prior to such entry and use, including, as the case may be, reseeding of lawn areas, replacement of shrubs, fences, mail box posts, and repair of any paving damaged by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Vicki L. Vail

Vicki L. Vail

Joseph E. Comer (SEAL)
Joseph E. Comer, Grantor

Mary J. Comer (SEAL)
Mary J. Comer, Grantor

Attest:

Stanton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 3rd day of January, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph E. and Mary J. Comer, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1st, 1986 Vicki L. Vail Notary Public.

STATE OF _____ County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

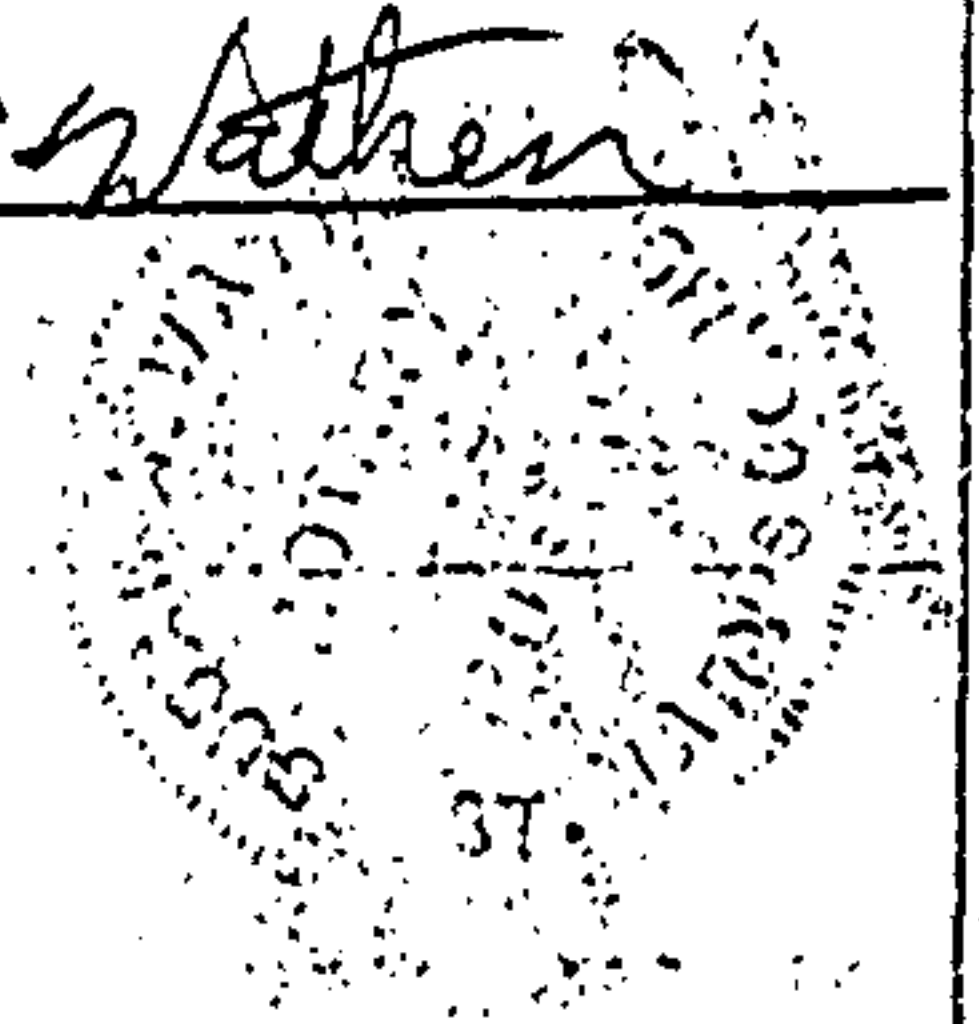
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 6th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan W. Vathen Notary Public.



Del. to: CN Mandu

JAN 10 1983

MARY R. BELL, CLERK

TIME 1:30 P M.

MARY R. BYLL, CLERK
ST. MARY'S CO.JAN 10-83 * 22411 *****00
JAN 10-83 A 22411 *****00E A S E M E N T

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of

, 19 _____, by and between

John Clifford and Irvin K. Jones, as tenants in partnership,

GRANTORS, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE,

W I T N E S S E T H

THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing and replacing of public sewer and/or water pipe facilities and their appurtenances ("Facilities") in, through, across and under a certain tract or parcel of real property situate in the Eighth Election District of St. Mary's County, Maryland, and in the Pine Hill Run Sanitary District No. 8 of said County, said parcel being owned by the GRANTORS herein by virtue of a Deed from

John Clifford

dated

November 21

, 1980, and recorded among the Land Records of St.

Mary's County in Liber MRB No. 085, folio 124, the said Easement being

described as follows:

All that strip or parcel of land being and comprising a utility easement twenty-feet wide located South of, adjacent, contiguous and parallel to the Southernmost right-of-way line of Norris Road, 40 feet wide, with said easement extending from the fourth or South 01° 22' 40" East, 425.00 foot line of a confirmatory deed from F. M. O'Neal, Inc. to John Clifford, dated October 30, 1973, and recorded among the Land Records of St. Mary's County in Liber D.B.K. 207, Folio 223; thence running South of and binding on a portion of the fourteenth or North 58° 41' 20" East, 307.99 foot line of a deed from F. M. O'Neal, Inc. to John Clifford dated June 19, 1978 and recorded among the Land Records of St. Mary's County in Liber M.R.B. 35, Folio 2 a distance of 255.38 feet; thence extending South of and binding on a portion of the fifteenth line of the aforesaid deed being a curve to the right having a radius of 648.45 feet and total arc length of 148.08, a length of 94.77 feet to end the easement at the North 00° 46' 10" East, 586.66 foot line of parcel two as shown on a "Plat of Survey" for John Clifford, as recorded among the Land Records of St. Mary's County in Plat Book 13, Folio 70.

Containing 7,003± square feet or 0.16 acres of land.

TO HAVE AND TO HOLD the Easement hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement, and shall have the right to remove trees, shrubbery, fences, structures or other obstructions in the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry upon and use of the Easement, at its own expense, shall restore the property as nearly as is possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among other uses inconsistent with the Easement hereby conveyed, the GRANTOR shall not erect any building or other structure within the Easement nor make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A ten-foot wide temporary construction strip running South of, adjacent, contiguous and parallel to the above described easement for the entire length thereof.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to GRANTORS' property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

~~LIENOR above-mentioned, joins in the execution of these presents for the sole purpose of releasing the Easement hereby conveyed from the operation and effect of that certain _____ on the land of the GRANTOR herein, dated 19 _____, and recorded among the Land Records of St. Mary's County, Maryland, in Liber _____, No. _____, folio _____, retaining, however, its rights under the said _____ to the remainder of the land of the GRANTOR described therein and not affected by the conveyance of the Easement.~~

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties thereto.
WITNESS the due execution hereof.

Witness:

Juliana M. Knott

John Clifford (SEAL)
John Clifford

Juliana M. Knott

Irvin K. Jones (SEAL)
Irvin K. Jones
ST. MARY'S COUNTY METROPOLITAN COMMISSION

Attest:

Stanton J. King

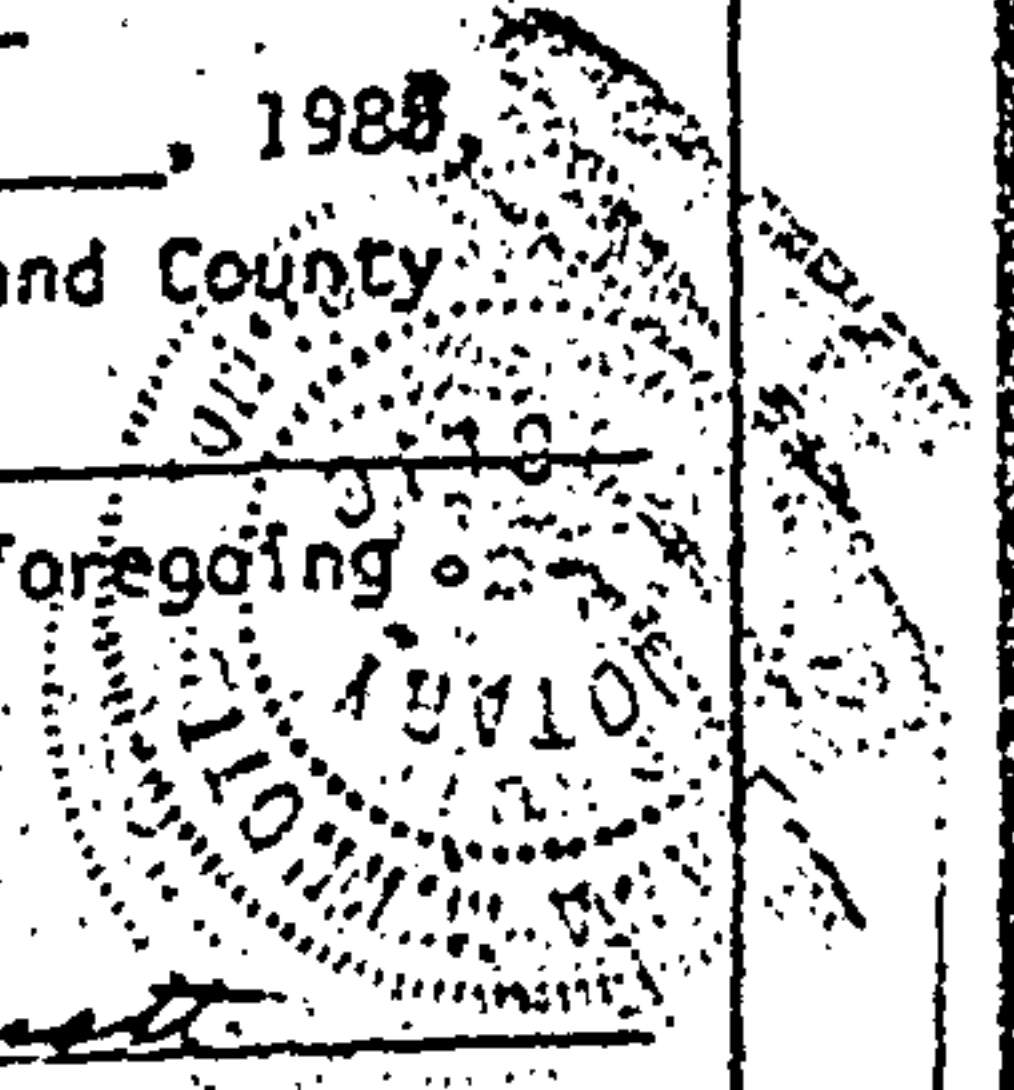
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 5th day of January, 1988,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared John Clifford
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Juliana M. Knott
Notary Public.

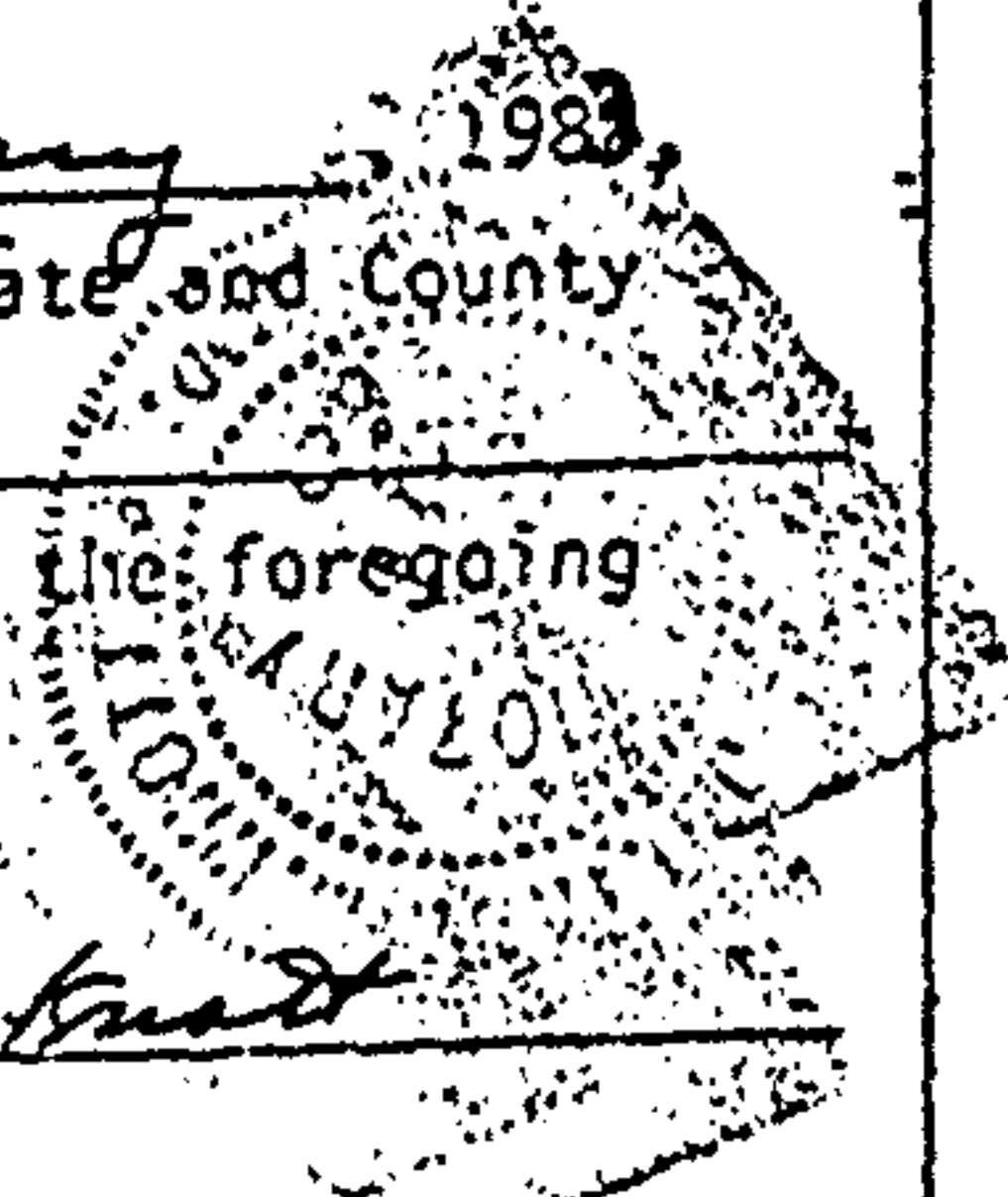


STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 5th day of January, 1988,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared James K. Jones
the Grantor named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Juliana M. Knott
Notary Public.

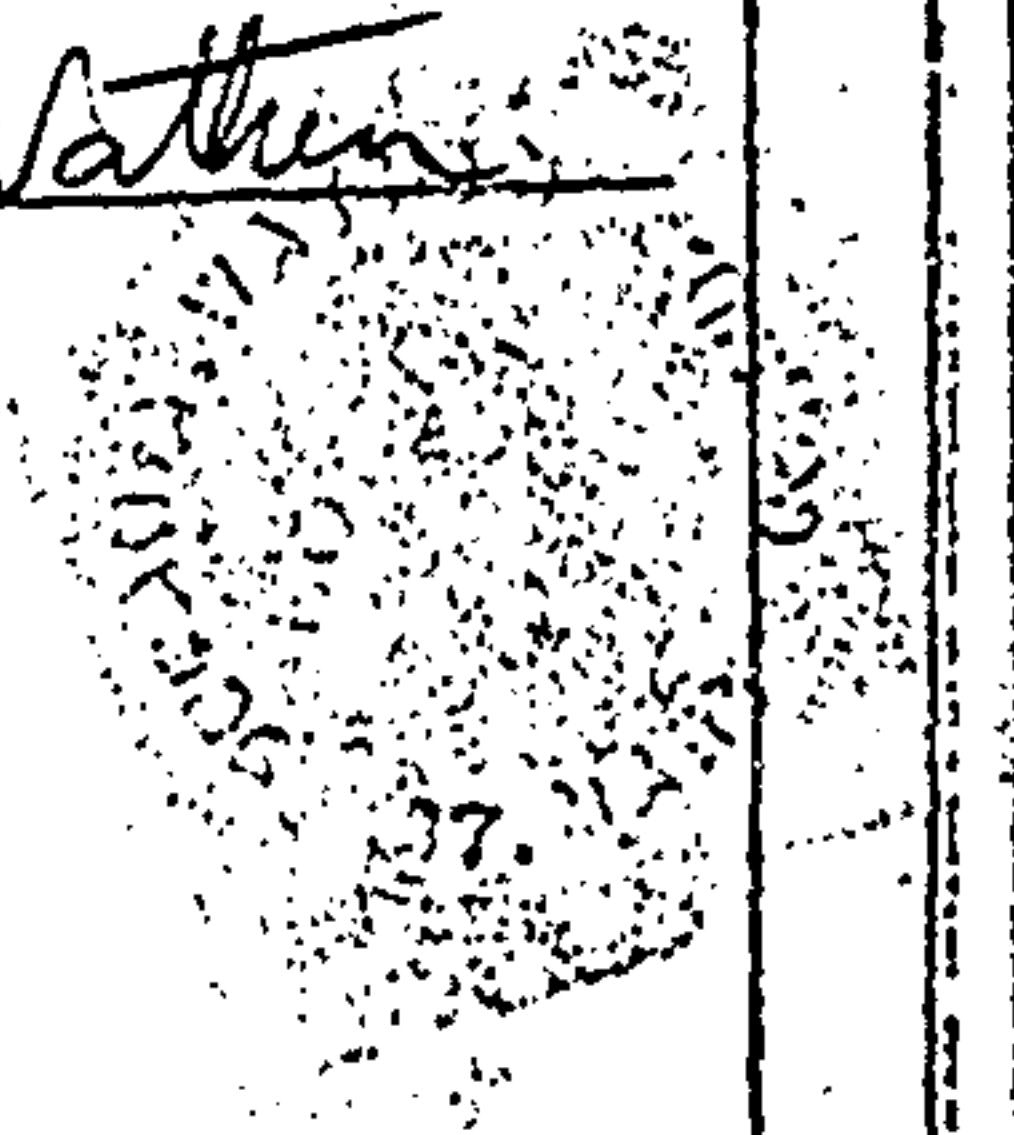


STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 6th day of January, 1988^{SAU},
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to
be Chairman of St. Mary's County Metropolitan Commission, a body politic and
corporate, and that he, as such Chairman, being authorized so to do, executed
the foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



THIS EASEMENT AGREEMENT, Made this 20th day of December, 1982,
by and between Zolton J. Adam and Lorraine Adam
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 41, in
Section 6 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive, a
40-foot right-of-way, and being a part of Lot 41, Section 6,
Greenview Knolls as recorded in Plat Book CBG 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Zolton J. Adam (SEAL)
Zolton J. Adam, Grantor
Lorraine Adam (SEAL)
Lorraine Adam, Grantor

Attest: Alvan J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 20th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Zolton J. & Lorraine Adam, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

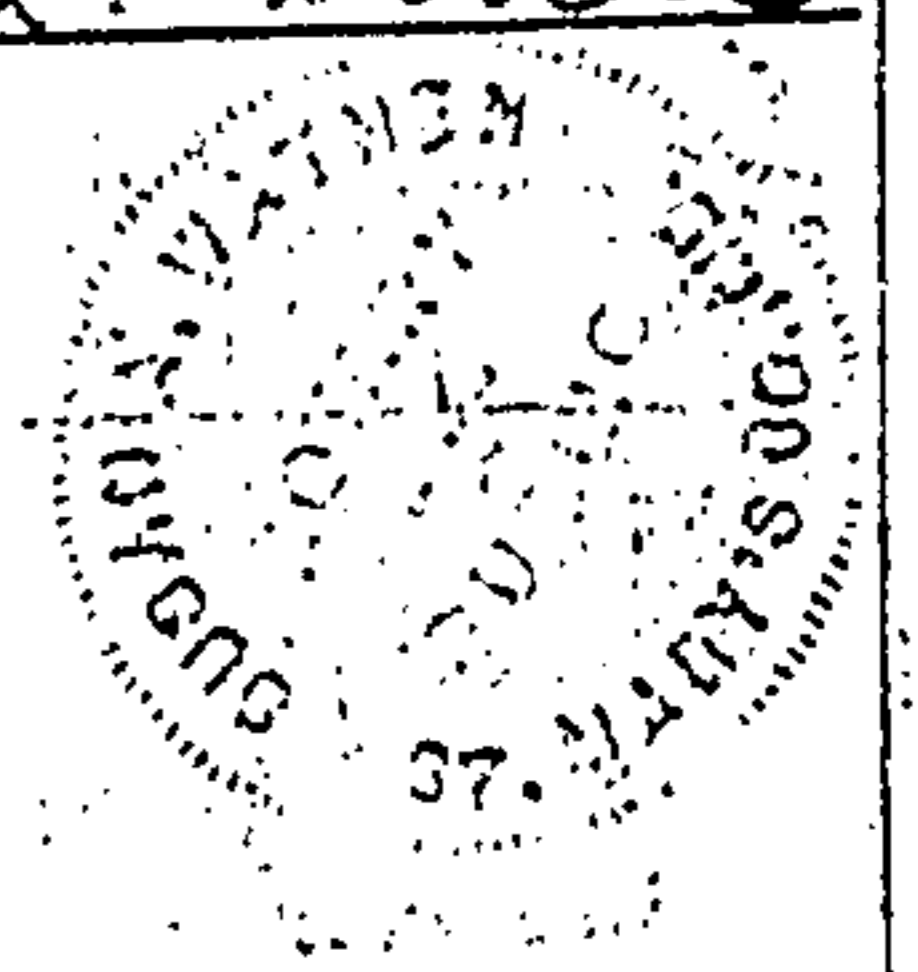
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 3rd day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



Del. to: C. W. Menden

THIS EASEMENT AGREEMENT, Made this 27th day of December, 1982,
by and between Alden F. Crecelius and Sarah Crecelius
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 2, Block D, in
Section 3 of Greenview Knolls Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to Filmore
Drive, a 40-foot right-of-way and being part of Lot 2, Block D, Section 3,
Greenview Knolls as recorded in Plat Book CBG No. 5, folio 23.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Alden F. Crecelius (SEAL)
Alden F. Crecelius, Grantor

Sarah Crecelius (SEAL)
Sarah Crecelius, Grantor

Attest:

Stanton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

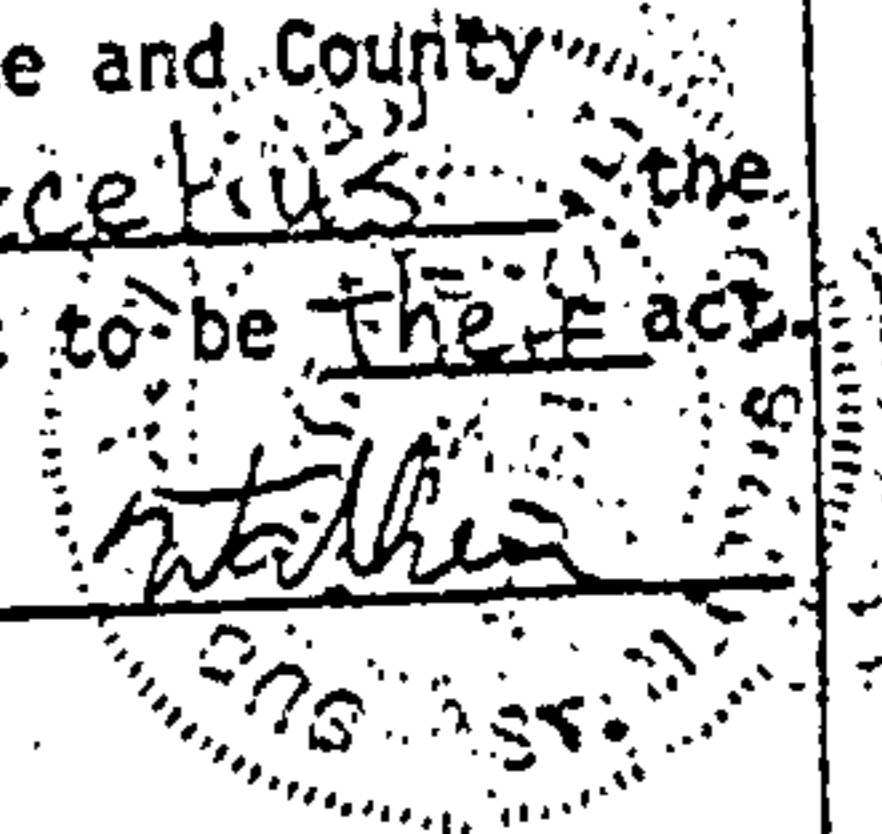
I HEREBY CERTIFY, that on this 27th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alden F. + Sarah Crecelius, the

GRANTOR named in the foregoing instrument and acknowledged it to be the act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the

GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

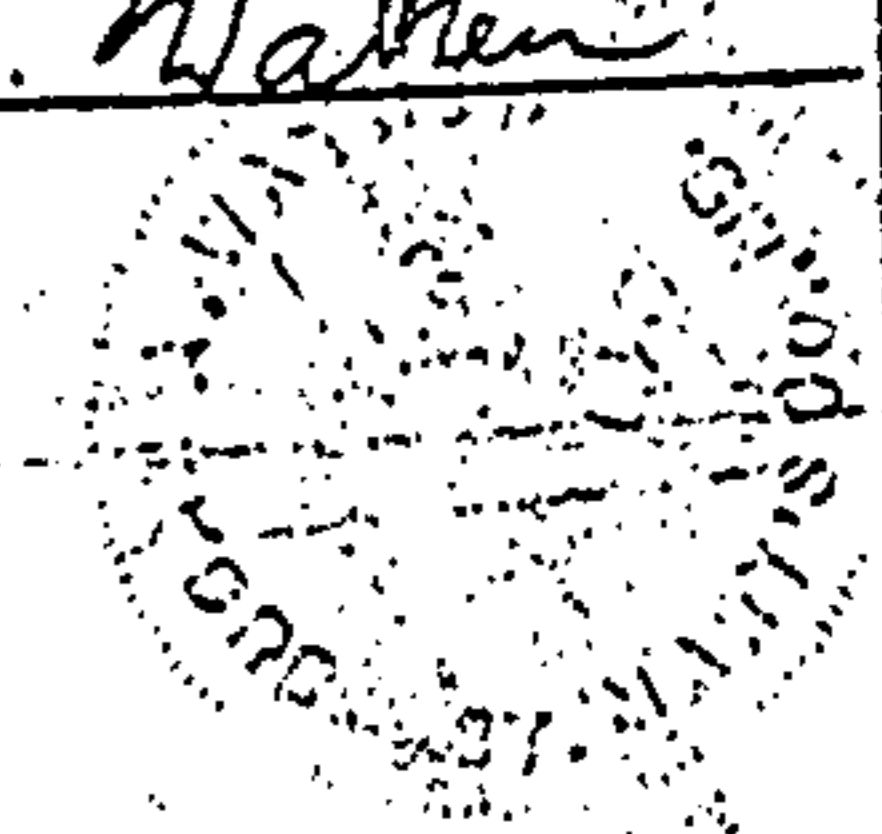
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3rd day of January, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



Del. to: CN Mander

JAN 10 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 20 day of DECEMBER, 1982,
by and between George A. Merchant and Marsha Merchant
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-1, 2, in
Block A. Section 2 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 69, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Chancellor's Run Road a 40-foot right-of-way, and being a part
of Lot 500-1, 2, Block A. Section 2, Greenview Knolls as recorded
in Plat Book CBG 5, folio 69.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

George A. Merchant (SEAL)
George A. Merchant, Grantor

Marsha Merchant (SEAL)
Marsha Merchant, Grantor

Attest:

Stanton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 20th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George A. + Marsha Merchant, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.

STATE OF _____ County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 3rd day of January, 1983, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.

Rel. to: CW Mandus

JAN 10 1983

MARY R. BELL, CLP

EASEMENT AGREEMENT

JAN 10-83 * 22415 *****.00
JAN 10-83 A 22415 *****.00

THIS EASEMENT AGREEMENT, Made this 27 day of December, 1982,
by and between Steven A. Bosshard and Janet K. Bosshard
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 3, in
Block D, Section 3 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Filmore Drive, a 40-foot right-of-way, and being part of Lot 3,
Block D, Section 3, Greenview Knolls as recorded in Plat Book CBG,
No. 5, folio 23.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

[Handwritten signatures of witnesses]

Steven A. Bosshard (SEAL)
Steven A. Bosshard, Grantor

Janet K. Bosshard (SEAL)
Janet K. Bosshard, Grantor

Attest:

Francis E. Taylor

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act. AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

STATE OF ~~New Jersey~~ County of Morristown, to-wit:

I HEREBY CERTIFY, that on this 23rd day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steven A. Bosshard & Janet K. Bosshard the GRANTORS named in the foregoing instrument and acknowledged it to be their act. AS WITNESS my hand and Notarial Seal.

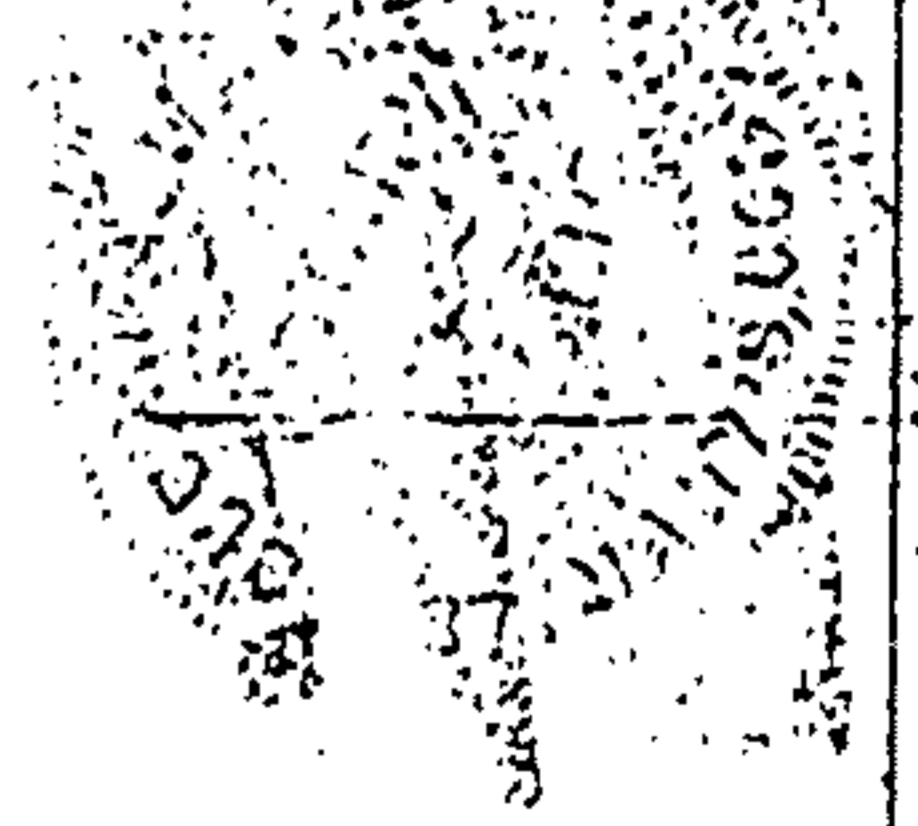
My Commission Expires: SUSAN M. FALLS Notary Public.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 18, 1988



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

I HEREBY CERTIFY, That on this 3rd day of January, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman. AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Susan A. Wathen* Notary Public.



EASEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 4th day of
January, 1953, by and between

Joseph M. Heard and Agnes Pearl Heard, his wife

GRANTORS, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WITNESSETH

THAT for and in consideration of the sum of One Dollar (\$1.00) and other
good and valuable considerations, the receipt of which is hereby acknowledged,
the GRANTORS do hereby grant and convey to the GRANTEE, its successors and
assigns, a perpetual easement and right-of-way ("Easement") for the purposes
of laying, constructing, operating, maintaining, inspecting, repairing and
replacing of public sewer and/or water pipe facilities and their appurtenances
("Facilities") in, through, across and under a certain tract or parcel of real
property situate in the Eighth Election District of St. Mary's County, Mary-
land, and in the Pine Hill Run Sanitary District No. 8 of said County, said
parcel being owned by the GRANTORS herein by virtue of a Deed from

John Abell Armsworthy dated

January 16, 1951, and recorded among the Land Records of St.

Mary's County in Liber CBG No. 28, folio 374, the said Easement being

described as follows:

All that strip or parcel of land being and comprising a
utility easement twenty-feet wide located South of, adjacent,
contiguous and parallel to the southernmost right-of-way line
of Norris Road, 40 feet wide, with said easement extending from
the South 00° 46' 10" West, 595.46 foot-line of lot One shown
on a "Plat of Survey for John Clifford" and recorded among the
Land Records of St. Mary's County in Plat Book M.R.B. 13, Folio
70; thence running South of and binding on the Southernmost
right-of-way line of Norris Road in a Northeasterly direction at
a distance of 440 feet, more or less, to the end of said easement
at the third or due North 210.0 foot line described in a deed
from Joseph M. Heard and Agnes P. Heard, his wife, to William J.
Bozes and Elizabeth L. Bozes, his wife, dated November 3, 1960,
and recorded among the Land Records of St. Mary's County in
Liber C.B.G. 91, Folio 356.

Containing 8,800± square feet or 0.20 acres of land.

TO HAVE AND TO HOLD the Easement hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement, and shall have the right to remove trees, shrubbery, fences, structures or other obstructions in the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry upon and use of the Easement, at its own expense, shall restore the property as nearly as is possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among other uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not erect any building or other structure within the Easement nor make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

~~FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the facilities within the Easement:~~

~~GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same to a condition not inferior to that existing prior to the use thereof.~~

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to GRANTORS' property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

~~the LIENOR above mentioned, joins in the execution of these presents for the sole purpose of releasing the Easement hereby conveyed from the operation and effect of that certain _____ on the land of the GRANTOR herein, dated _____ 19____, and recorded among the Land Records of St. Mary's County, Maryland, in Liber _____, No. _____, folio _____, retaining, however, its rights under the said _____ to the remainder of the land of the GRANTOR described therein and not affected by the conveyance of the Easement.~~

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties thereto
WITNESS the due execution hereof.

Witness:

Savoy Knight
Savoy Knight

Joseph M. Heard (SEAL)
Joseph M. Heard, Grantor
Agnes P. Heard (SEAL)
Agnes P. Heard, Grantor
ST. MARY'S COUNTY METROPOLITAN COMMISSION

Attest:

Stewart A. King

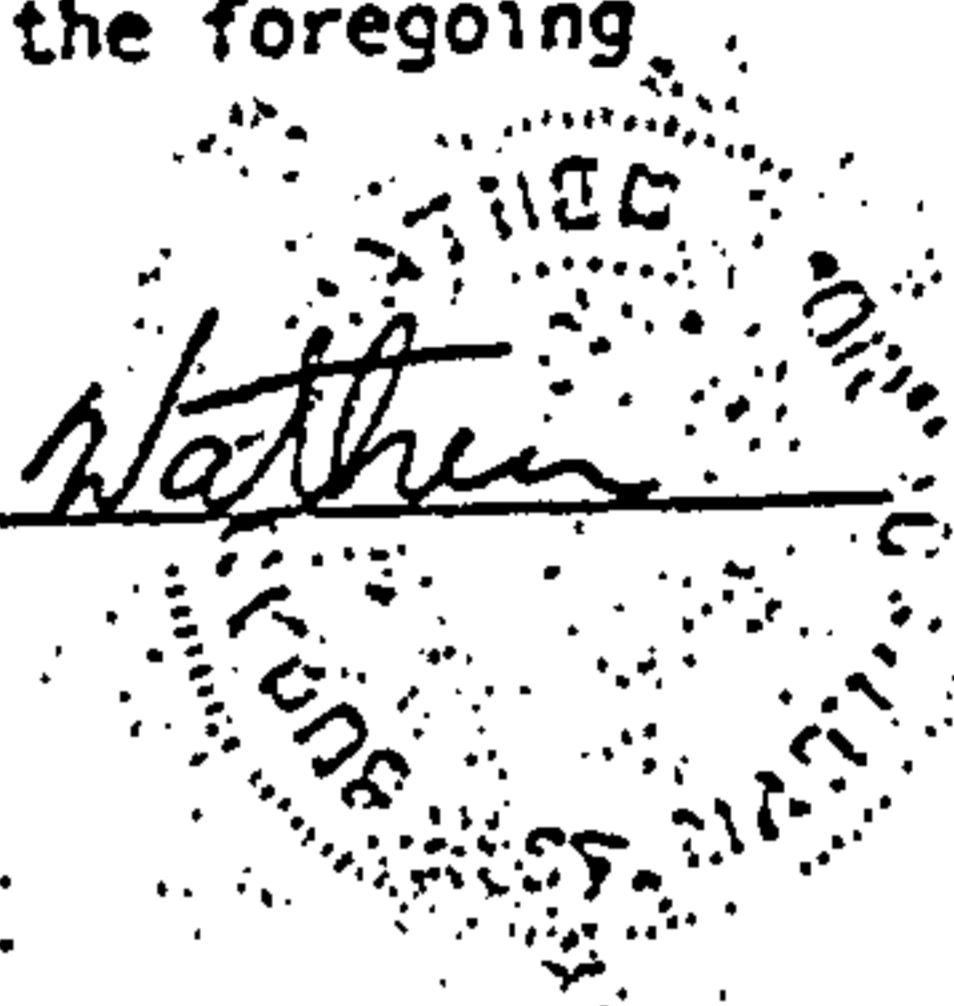
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 4th day of January, 1982^{SAW}
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Joseph M. & Agnes P. Heard
_____, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY That on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
_____, the _____ named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

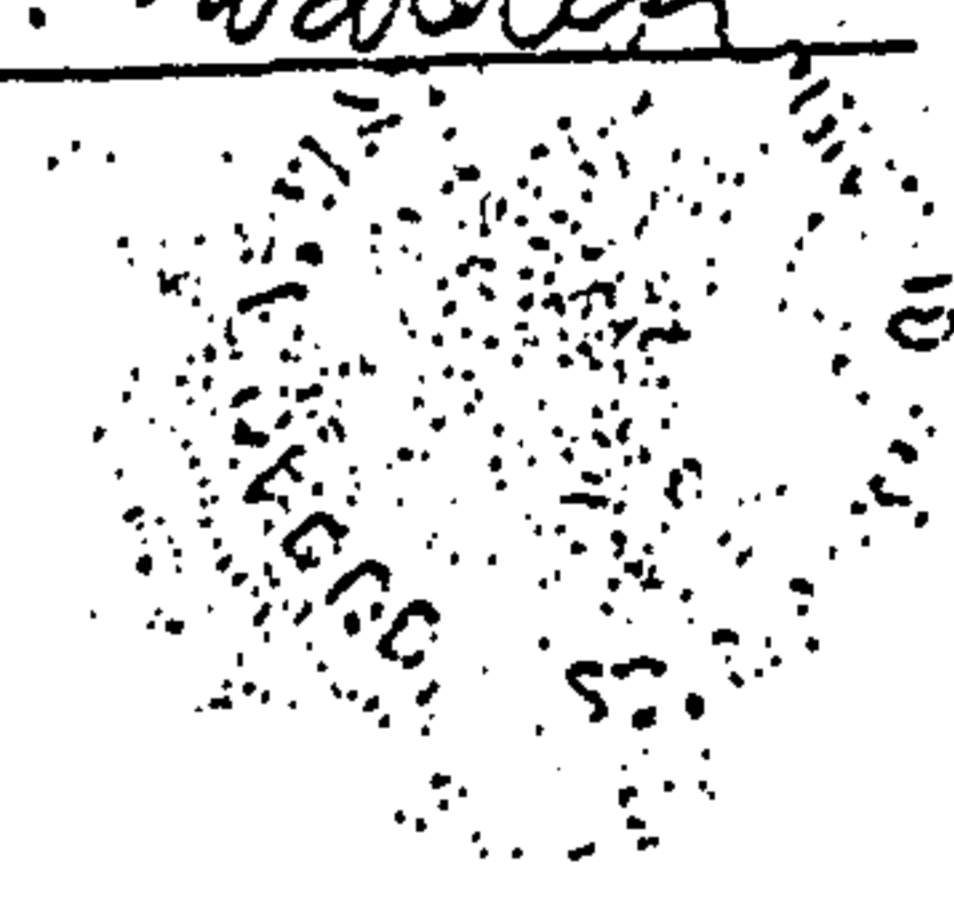
My Commission Expires: _____
Notary Public.

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

I HEREBY CERTIFY, That on this 6th day of January, 1982^{SAW}
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



Del to: CW Mander

1-10-83

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 8th day of December, 1982
by and between John W. Morgan and Shirley Louise Morgan, his wife,
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-16, in
Block B, Section 2 of Greenview Knolls Subdivision as per Plat of re-subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 11, and

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Colmar Lane, a 40-foot right-of-way, and being part of Lot 500-16
Block B, Section 2, Greenview Knolls as recorded in Plat Book 5,
folio 69.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

John W. Morgan (SEAL)

John W. Morgan, Grantor

Shirley Louise Morgan (SEAL)
Shirley Louise Morgan, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 5th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John W. Morgan, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

Susan A. Wathen
Notary Public.

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

I HEREBY CERTIFY, that on this 13th day of January, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Shirley Louise Morgan, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan Ann Wathen
Notary Public.

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

I HEREBY CERTIFY, That on this 19th day of January, 1983, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.

Red to: Mrs. Mandev

JAN 21 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 16th day of January, 1983
by and between Alfred A. Lacer and Kathleen Visser Lacer
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 32, in
Section 6 of Greenview Knolls Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Boatner Drive and Church Drive, both 40-foot right-of-ways, and
being part of Lot 32, Section 6, Greenview Knolls as recorded in
Plat Book CBG No. 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

[Signature]

[Signature]

Alfred A. Lacer

(SEAL)

Alfred A. Lacer, Grantor

Kathleen Visser Lacer

(SEAL)

Kathleen Visser, Grantor

Attest:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 17th day of January, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Alfred A. Lacer & Kathleen Visser Lacer the
GRANTOR named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1986 Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____, the
GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.
AS WITNESS my hand and Notarial Seal.

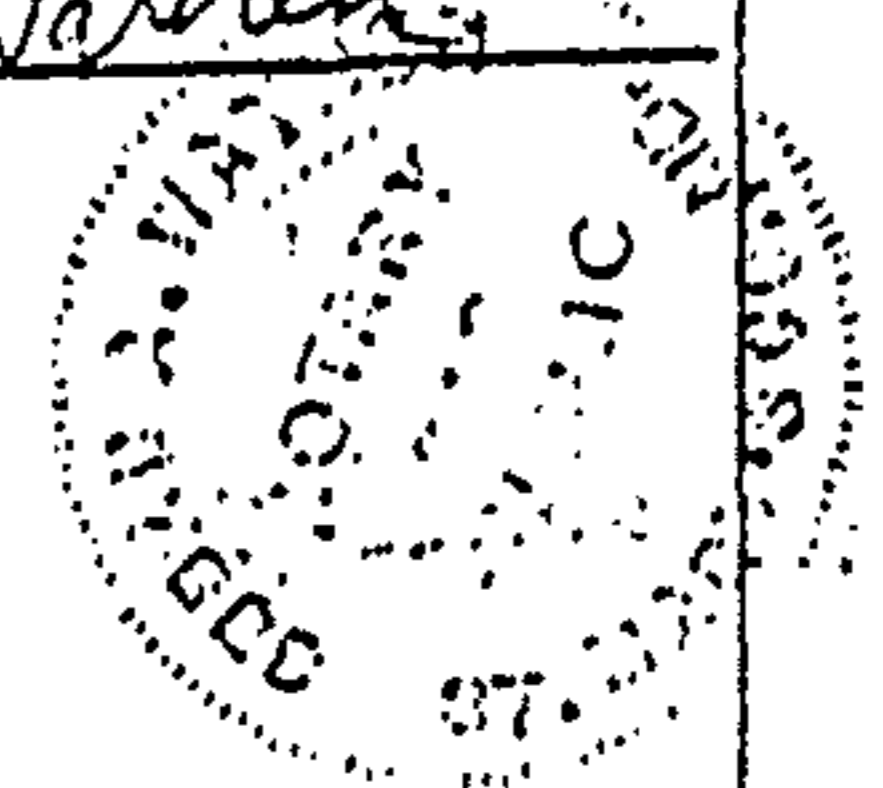
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 19th day of January, 1982,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 7-1-86 Notary Public.

Susan A. Watter



Ret: Mrs. Mander

1-21-83

MARY R. BELL, CLERK

LIBER 003 PAGE 76
EASEMENT AGREEMENT

TIME 11:00 A. M.

MARY R. BELL CLERK
ST. MARY'S CO.

JAN 26-83 * 23129 *****00
JAN 26-83 A #23129 *****00

THIS EASEMENT AGREEMENT, Made this 20th day of December, 1982,
by and between Wendell D. Metcalf and Bonnie G. Metcalf, his wife,
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 16, in
Section 6 of Greenview Knolls Subdivision as per Plat of subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Adams Court, a 40-foot right-of-way, and being part of Lot 16,
Section 6, Greenview Knolls as recorded in Plat Book CBG No. 6,
folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeded of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the mutual approval by the GRANTEE/GRANTOR of
the removal and restoration work hereinabove referred to.

157-003 PGE 77

This instrument shall be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Wendell D. Metcalf (SEAL)
Wendell D. Metcalf, Grantor

Bonnie G. Metcalf (SEAL)
Bonnie G. Metcalf, Grantor

Attest:

Francis E. Taylor

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 20th day of December, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Wendell D. + Bonnie G. Metcalf, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

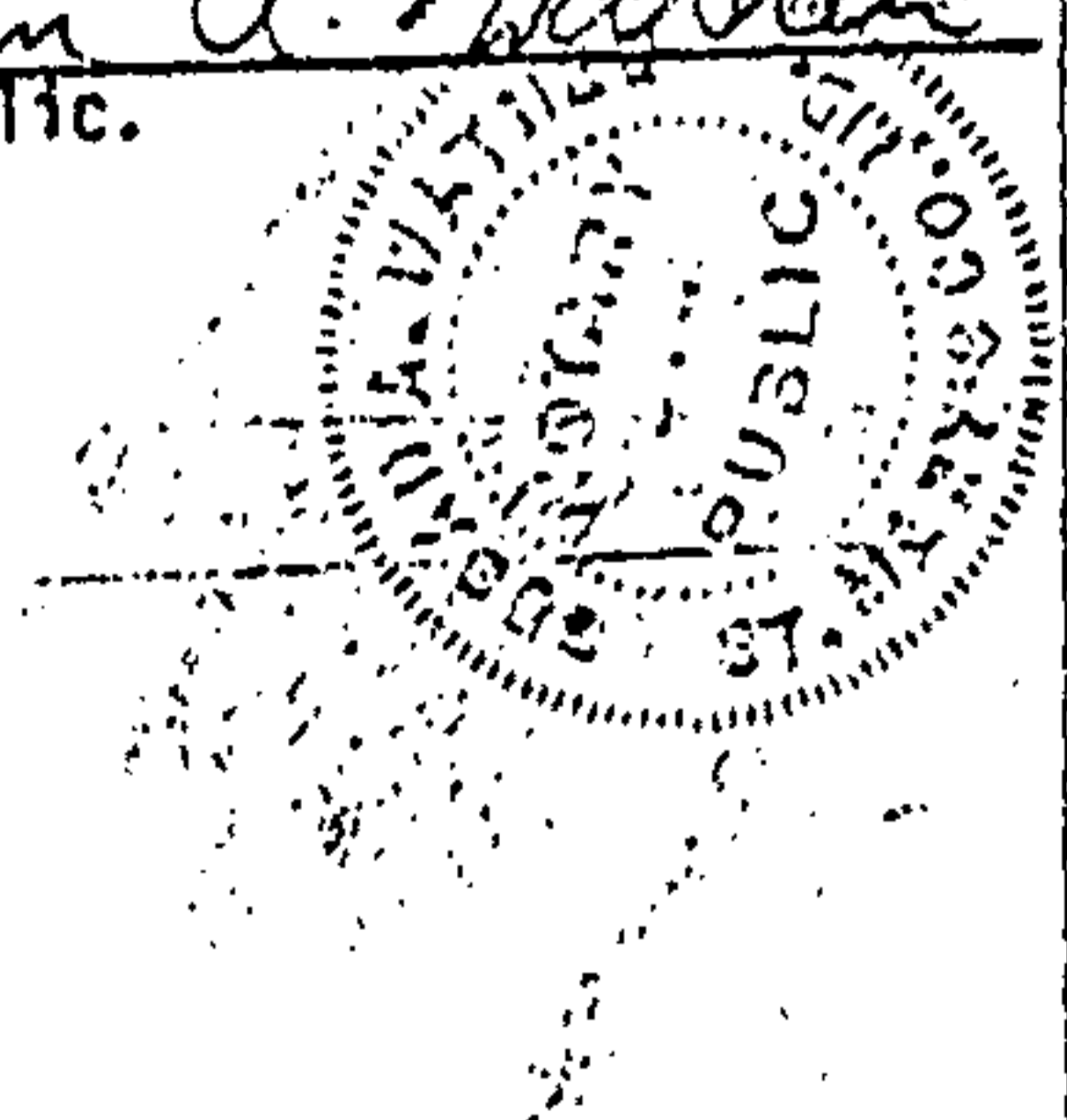
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 20th day of January, 1982, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.



Del. Mr. Mandev 1-26-83 MARY R. BELL, CLERK

JAN 26-83 * 23130 *****.00
JAN 26-83 A #23130 *****.00

THIS EASEMENT AGREEMENT, Made this 20th day of January, 1983,
by and between Audrey L. Vining

GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot, tract, or parcel of land located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, which land is described as follows: Lot numbered 4, in Block E, Section 3 of Greenview Knolls Subdivision as per Plat of thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.) County in Plat LiberCBG No. 5, folio 23, and

WHEREAS, GRANTEE has planned for and will construction certain extensions of public sanitary sewers and/or sewer force mains and appurtenances thereto, hereafter "Facilities", in the Sanitary District, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the construction of the Facilities and the restoration work thereafter, and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTOR does hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use the land of the GRANTOR hereinafter described, for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to the construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to Belvoir Road, a 40-foot right-of-way and being part of Lot 4 Block E, Section 3, Greenview Knolls as recorded in Plat Book Liber CBG No. 5, folio 23.

GRANTOR does hereby authorize and permit the GRANTEE, its agents, employees, and representatives, to enter upon said land, to clear and remove obstructions wherever necessary and to use the same for the purposes stated; provided, however, that following completion of construction, GRANTEE hereby agrees that it will cause to be removed from said property all debris, surplus materials, and construction equipment and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use, including, as the case may be, reseeding of lawn areas, replacement of shrubs, fences, mail box posts, and repair of any paving damaged by the construction.

GRANTOR hereby agrees not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Audrey L. Vining (SEAL)
Audrey V. Vining, Grantor

(SEAL)

Attest:

Steven P. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 20th day of January, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Audrey L. Vining, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
My Commission Expires: 7-1-86 Notary Public.

STATE OF _____, County of _____, to-wit:

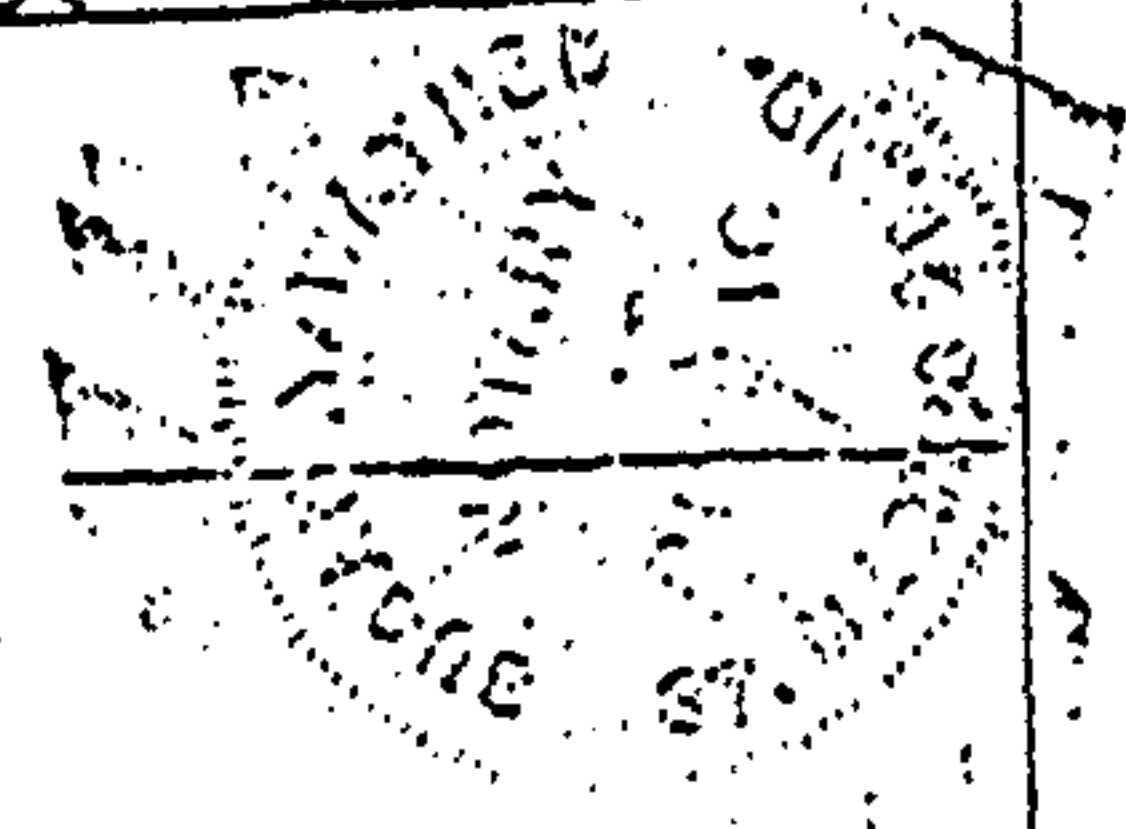
I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 25th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
My Commission Expires: 7-1-86 Notary Public.



Doc: C.W. Mander

1-26-83

MARY B. BELL, CLERK

LIBER 003 = 80

TIME 3:45 P . M.

EASEMENT AGREEMENT

MARY A. BELL, CLERK
ST. MARY'S CO.
JAN 28-83 * 23276 *****.00
JAN 28-83 A 23276 *****.00

THIS EASEMENT AGREEMENT, Made this 25th day of January, 1983
by and between Arthur M. Lohwater and Beverly J. Lohwater
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 20, in
Section 6 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive, a
40-foot right-of-way, and being a part of Lot 20, Section 6,
Greenview Knolls as recorded in Plat Book CBG 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

[Signature]
[Signature]

[Signature] (SEAL)
Arthur M. Lohwater, Grantor

[Signature] (SEAL)
Beverly J. Lohwater, Grantor

Attest:

[Signature]

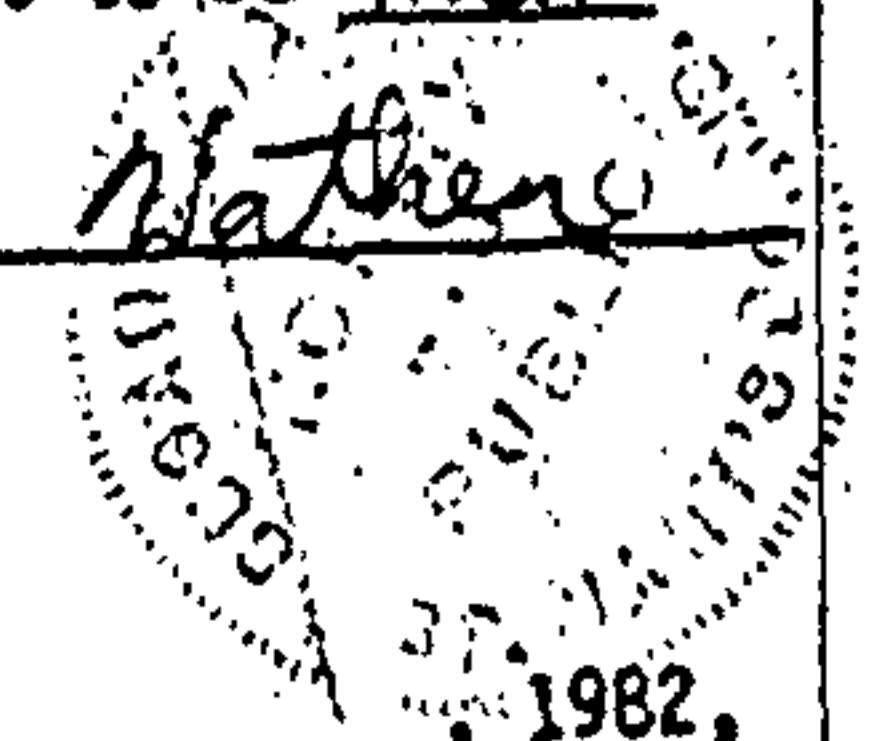
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: [Signature] (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 25th day of January, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur M. + Beverly J. Lohwater, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Nathan Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

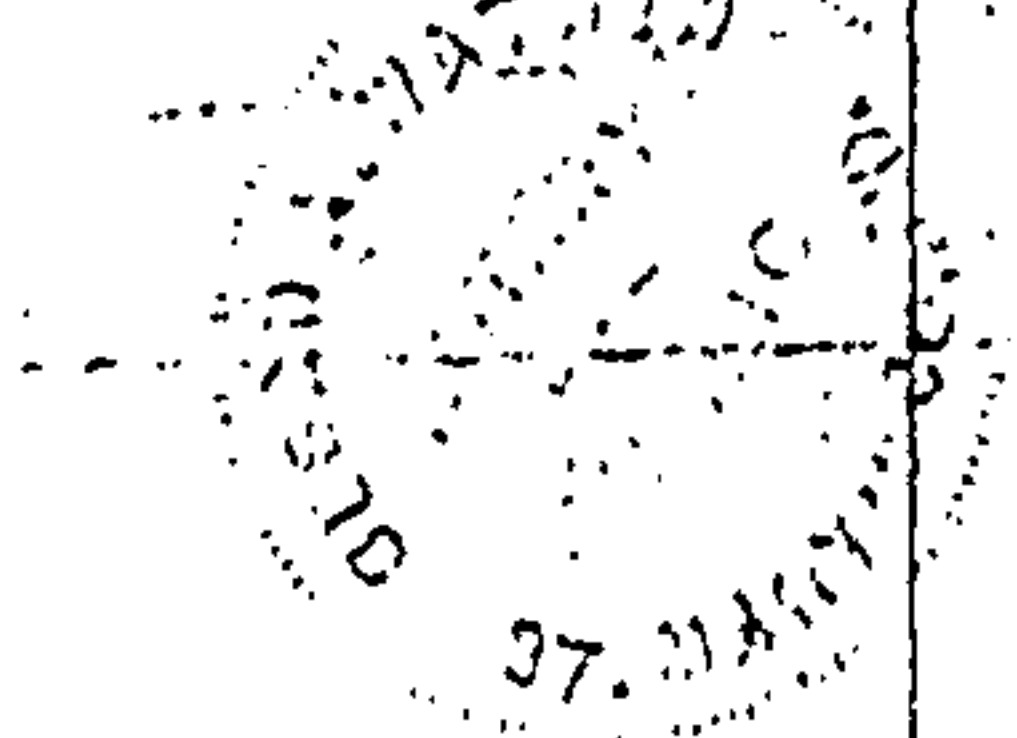
My Commission Expires: _____ Notary Public.

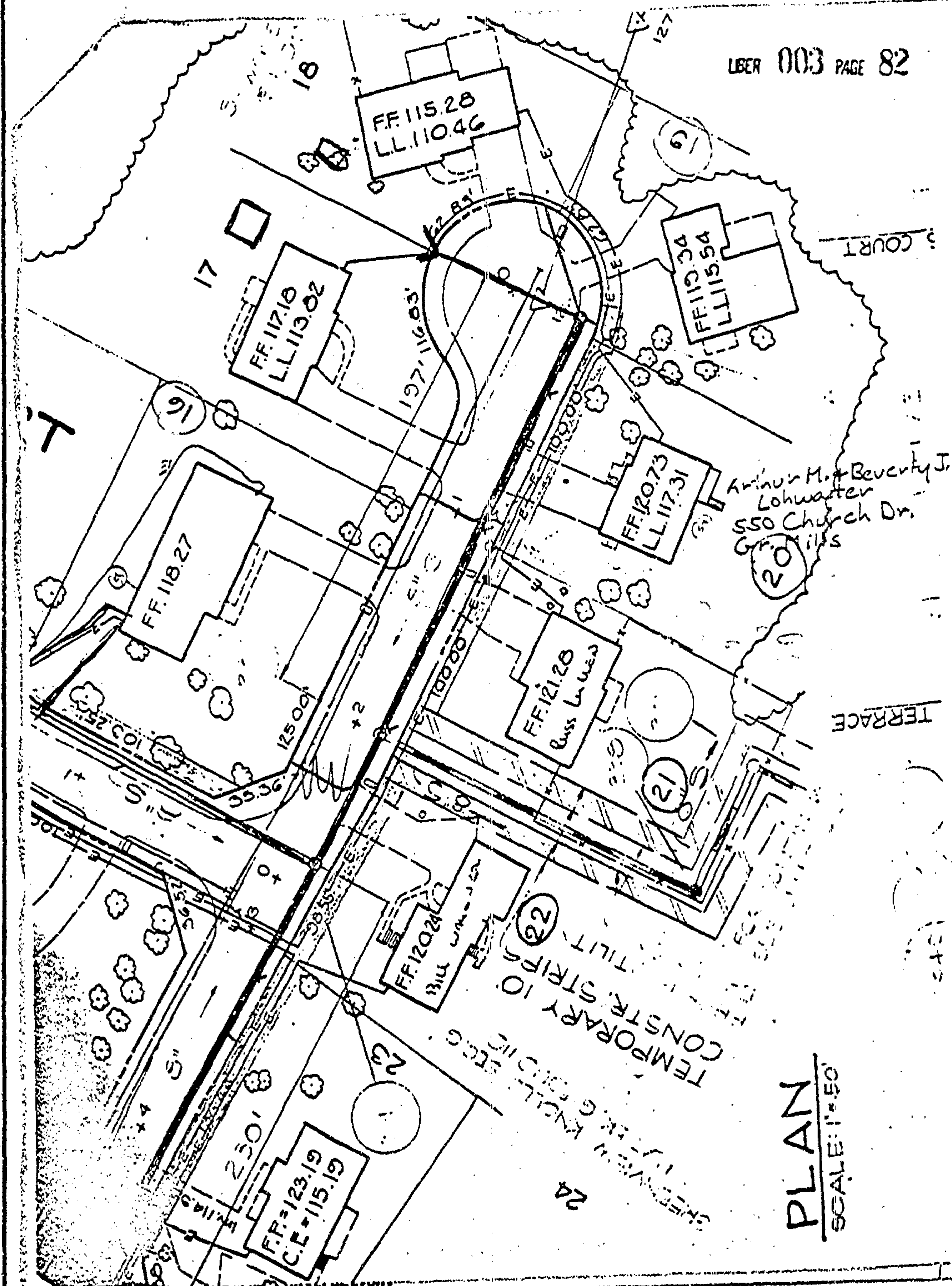
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 27th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Nathan Notary Public.





PLAN
SCALE: 1"=50'

Dil. C.W. Mander

1-28-83

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 25th day of January, 1983,
by and between Alphonso Hewitt and Hiltrude V. Hewitt, his wife,
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, piece, or parcel of
land located in the Pine Hill Run Sanitary District No. 8, of St. Mary's
County, Maryland, which land is described in a deed to the GRANTORS from
J. Frank Combs, widower, dated November 15, 1943, and recorded among the
Land Records of said County in Liber CBG No. 15, folio 434, and 2:46P . M.

MARY R. BELL, CLERK
ST. MARY'S CO.

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A strip of land twelve feet (12') wide beginning at the common
property line of Lot No. 7, Block A, Section 1, Buck Park, as recorded
among the Plat Records of St. Mary's County, Maryland, in Plat Liber
CBG No. 4, folio 27, and the property of the within GRANTORS, which
property is described in a Deed dated November 15, 1943, and recorded
in Liber CBG No. 15, folio 434, one of the Land Records of St. Mary's
County, thence running into and across the land of the Grantors and
binding upon, adjacent and parallel to Hewitt Road, a 40-foot right-
of-way, for a distance of twenty-five (25) feet.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

Witness:

Alphonso Hewitt (SEAL)
Alphonso Hewitt, Grantor

Hiltrude V. Hewitt (SEAL)
Hiltrude V. Hewitt, Grantor

Attest:

Susan A. Wathen

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 25th day of January, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alphonso & Hiltrude V. Hewitt, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal:

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____ before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

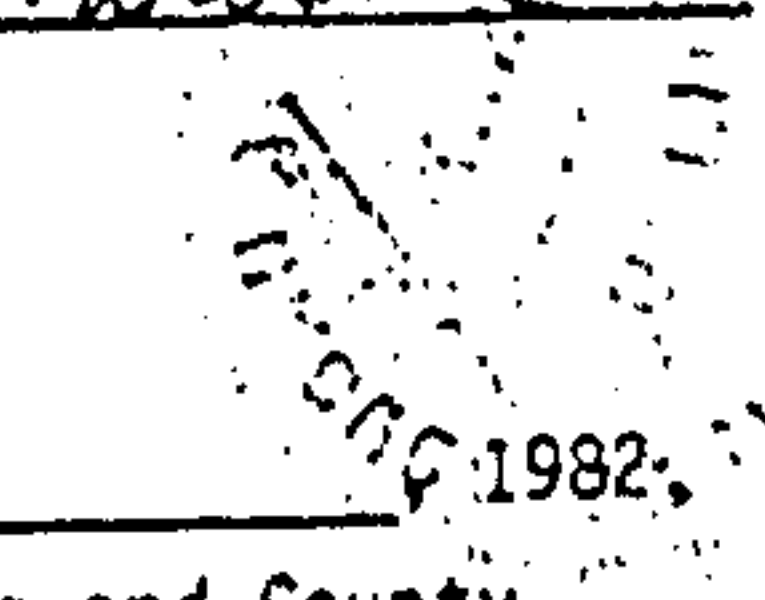
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 27th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.



Del: C.W. Mander

1-28-83 MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 27th day of January, 1983,
by and between Robert L. Barry and Marion C. Barry
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 21, in
Section 6 of Greenview Knolls Subdivision as per Plat of , in
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive, a
40-foot right-of-way, and being a part of Lot 21, Section 6, Greenview
Knolls as recorded in Plat Book CBG No. 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness: [Signature]
[Signature]

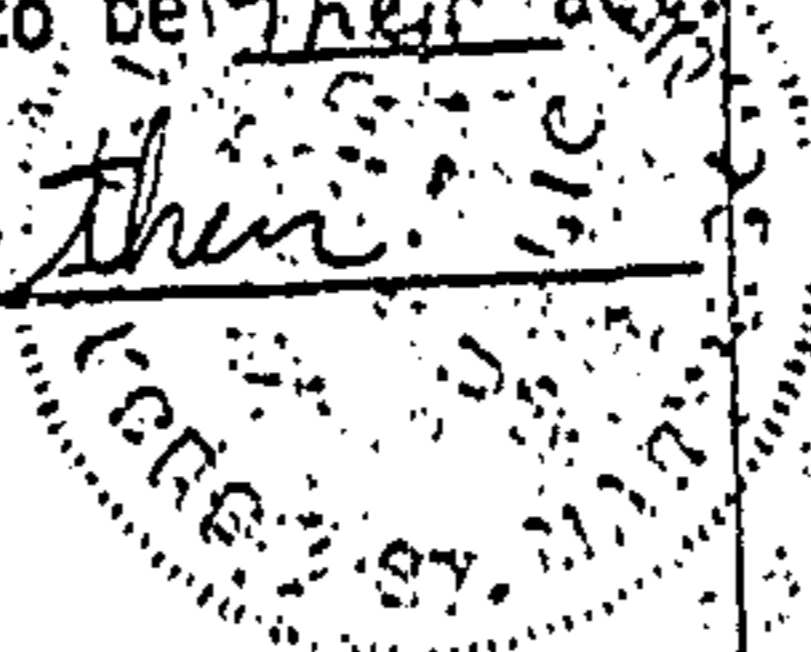
Robert L. Barry (SEAL)
Robert L. Barry, Grantor

Marion C. Barry (SEAL)
Marion C. Barry, Grantor

Attest: Stewart J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

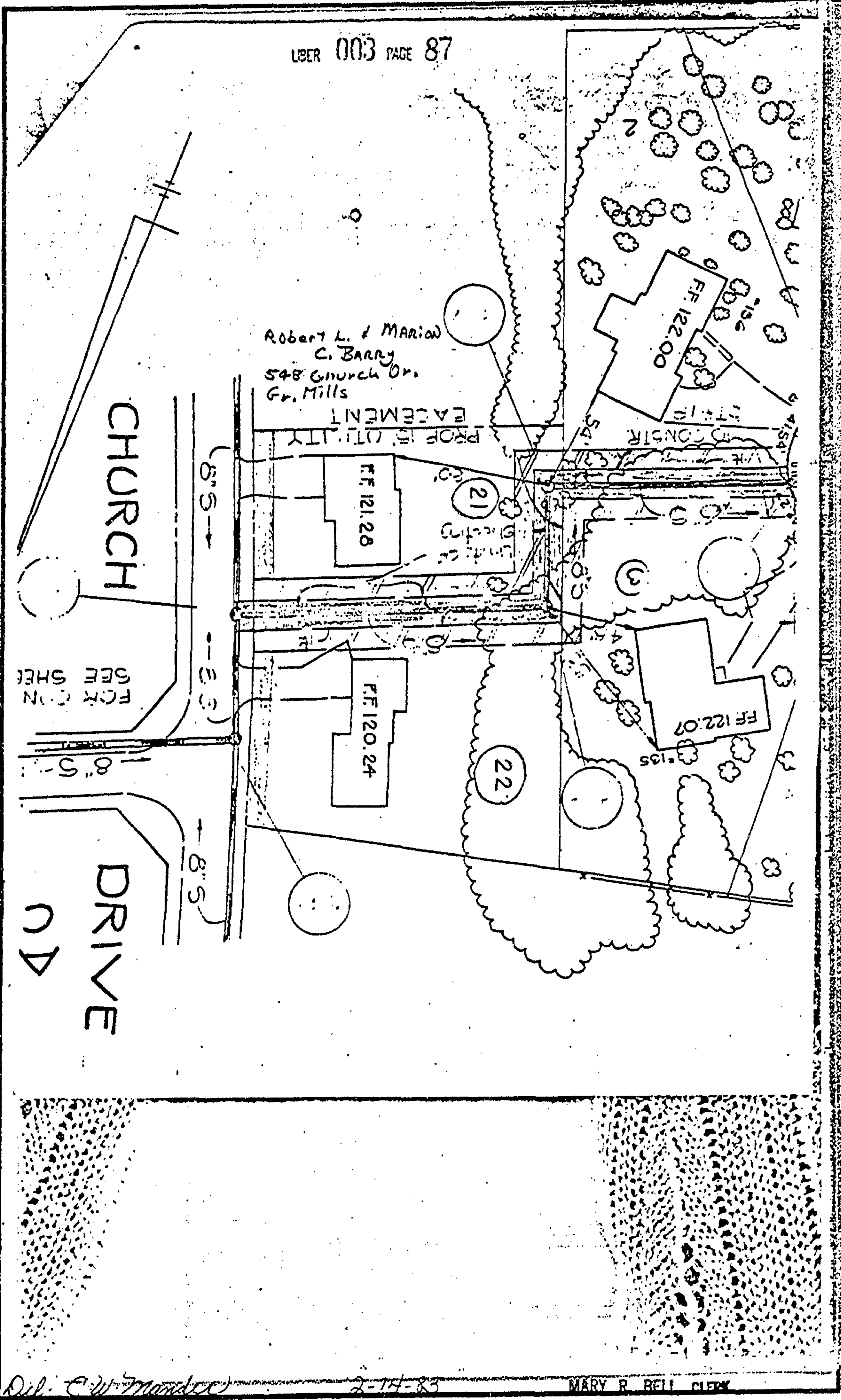
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, that on this 27th day of January, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert L. + Marion C. Barry, the
GRANTORS named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal. Susan A. Wathen
My Commission Expires: 7-1-86 Notary Public.



STATE OF _____ County of _____, to-wit:
I HEREBY CERTIFY, that on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____, the
GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.
AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 9th day of February, 1982,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal. Susan A. Wathen
My Commission Expires: 7-1-86 Notary Public.





Dib. C.W. Mardox

2-14-83

MARY R. BELL CLERK

THIS EASEMENT AGREEMENT, Made this 14th day of February, 1983
by and between Wayne A. Putnam and Beverly J. Putnam
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 19, in
Section 6 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement beginning at the common property lines of
Lots 19 and 20, Section 6, Greenview Knolls as recorded in Plat
Book CBG No. 6, folio 110, and running through said Lot 19 binding
on, adjacent, and contiguous to Church Drive, a 40-foot right-of-way,
a distance of 20 feet.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

[Handwritten signatures of witnesses]

Wayne A. Putnam (SEAL)
Wayne A. Putnam, Grantor

Beverly J. Putnam (SEAL)
Beverly J. Putnam, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 14th day of February, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Wayne A. + Beverly J. Putnam, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Susan A. Wathen* Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

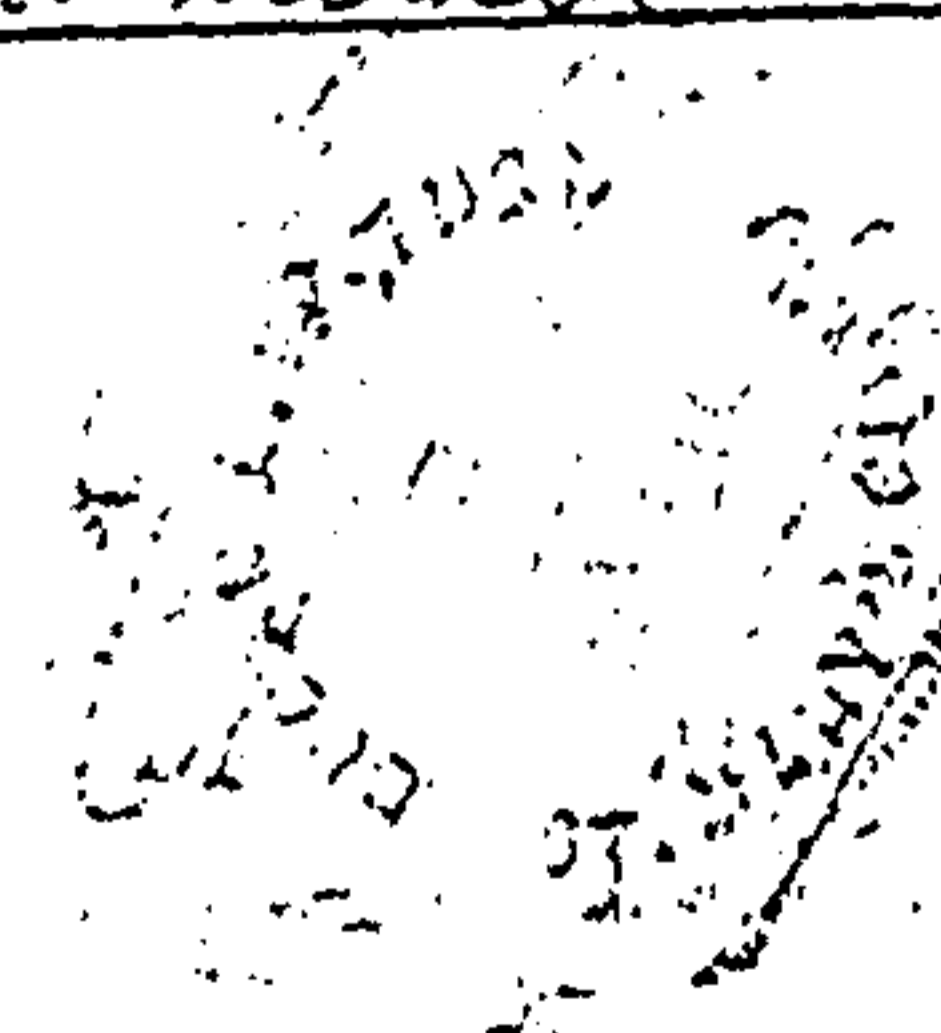
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 15th day of February, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Susan A. Wathen* Notary Public.



Del. CW Mander

2-16-83

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 6 day of January, 1983
by and between Weldon A. Yannoyon and Regina Yannoyon
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-10, in
Block B, Section 2 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 69, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Chancellor's Run Road and Belvoir Road, both 40-foot right-of-ways,
and being part of Lot 500-10, Block B, Section 2, Greenview Knolls
as recorded in Plat Book CBG No. 5, folio 69.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

J. Anne Klear

Weldon A. Yannoyon (SEAL)
Weldon A. Yannoyon, Grantor

Regina C. Yannoyon (SEAL)
Regina Yannoyon, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 6th day of January, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Weldon A. Yannoyon, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

J. Anne Klear
Notary Public.

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

I HEREBY CERTIFY, that on this 6th day of January, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Regina Yannoyon, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

J. Anne Klear
Notary Public.

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

I HEREBY CERTIFY, That on this 15th day of February, 1987, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

J. Anne Klear
Notary Public.

TIME 12:21 P. M.

MARY B. BELL, CLERK
ST. MARY'S CO.
FEB 24-83 * 24475 *****.00
FEB 24-83 B 24475 *****.00

THIS EASEMENT AGREEMENT, Made this 18 day of January, 1983,
by and between Ho N. Nguyen and Phuong-Loan Nguyen, his wife,
GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 23, in
Section 6 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTOR hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive, a
40-foot right-of-way, and being a part of Lot 23, Section 6, Greenview
Knolls, as recorded in Plat Book CBG 6, folio 110.

GRANTOR does hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTOR hereby agrees not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Gail Ann Pucell

Bernard J. Barnes

Attest:

Steven J. King

HN Nguyen (SEAL)
Ho N. Nguyen, Grantor

Phuong Loan Nguyen (SEAL)
Phuong Loan Nguyen, Grantor

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 15th day of January, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ho N. Nguyen, the

GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1986 Mildred B. Snyder
Notary Public.

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

I HEREBY CERTIFY, that on this 22nd day of February, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Phuong-Loan Nguyen, the

GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

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

I HEREBY CERTIFY, That on this 20th day of January, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

Del. C.W. Manders

2-24-83

MARY B. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 28th day of February, 1983,
by and between Gerald R. Maroney and Janet Maroney
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 12, in
Block B, Section 2 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 69, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Chancellor's Run Road, a 40-foot right-of-way, and being part of
Lot 12, Block B, Section 2, Greenview Knolls as recorded in Plat
Book CBG 5, folio 69.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

LIBER 003 PAGE 35

AS WITNESS the due execution hereof.

Witness:

Harry Knight

Gerald R. Maroney (SEAL)
Gerald R. Maroney, Grantor

Janet Maroney (SEAL)
Janet Maroney, Grantor

Attest:

Stuart J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

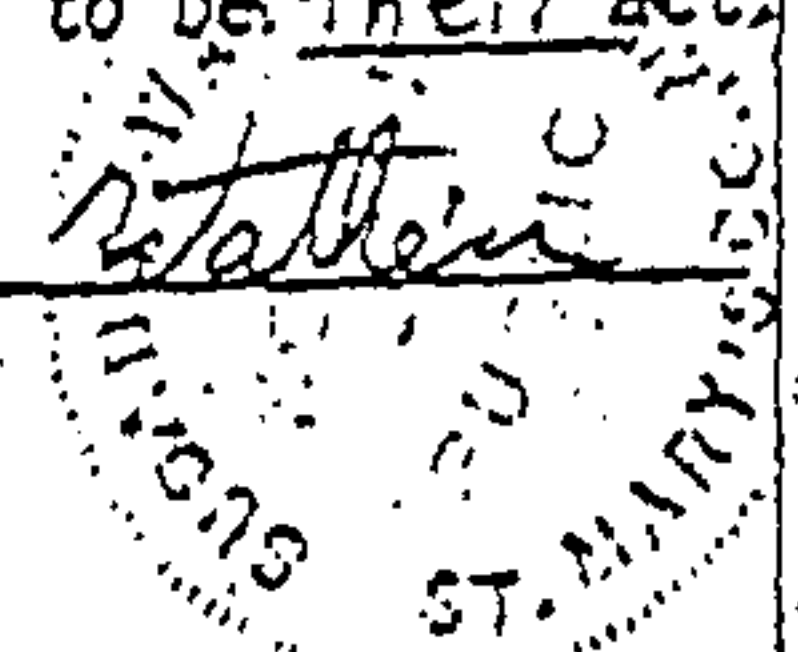
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 28th day of February, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gerald R. & Janet Maroney, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Vathen Notary Public.



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

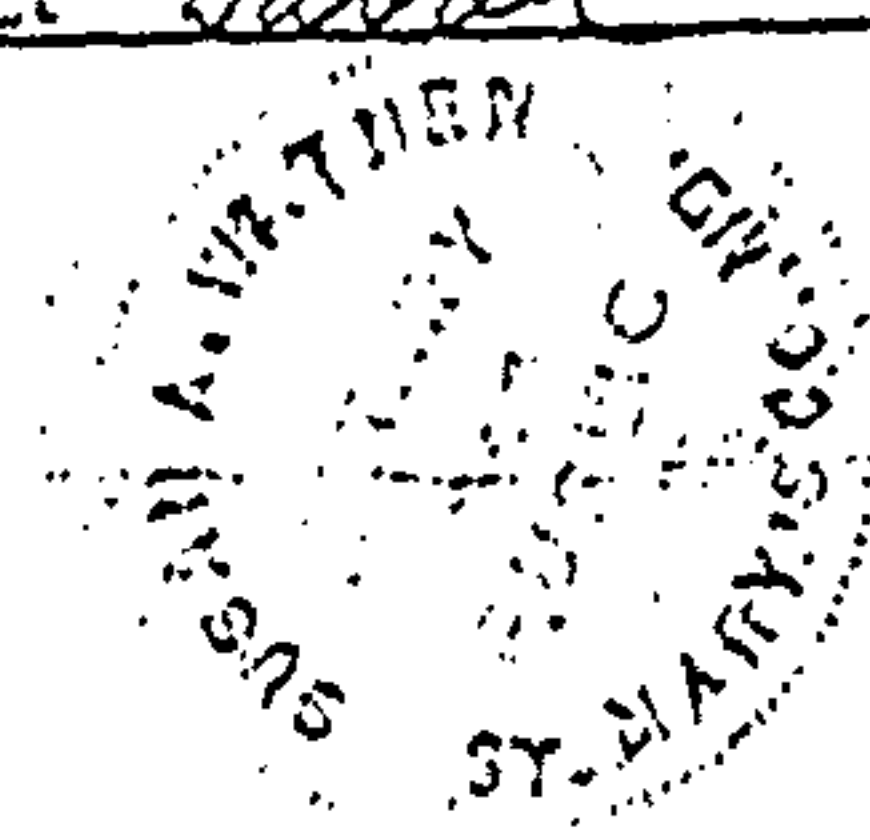
My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 1st day of March, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Vathen Notary Public.



Del: Mr. Mander

3-2-83

MARY R. BELL, CLERK

EASEMENT AGREEMENT

TIME 10:26 P. M.

MARY A. BELL, CLERK
ST. MARY'S CO.

MAR -2-83 * 24740 *****00
MAR -2-83 L. 24740 *****00

THIS EASEMENT AGREEMENT, Made this 23rd day of February, 1983
by and between William B. Wagoner and M. Alice Wagoner
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 22, in
Section 6 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 6, folio 110, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on and adjacent to Church Drive, a
40-foot right-of-way, and being a part of Lot 22, Section 6, Greenview
Knolls as recorded in Plat Book CBG No. 6, folio 110.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

LIBER 003 PAGE 97

AS WITNESS the due execution hereof.

Witness:

William B. Wagoner (SEAL)
William B. Wagoner, Grantor

M. Alice Wagoner (SEAL)
M. Alice Wagoner, Grantor

Attest:

Steven S. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 24th day of February, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B. Wagoner the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-83

Steven S. King
Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR, named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

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

I HEREBY CERTIFY, That on this 24th day of February, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Wathen
Notary Public.

Del. to: Mr. Mander

3-2-83

MARY R. BELL, CLERK

TIME 11:00 P. M.

MARY K. BELL, CLERK
ST. MARY'S CO.
MAR -7-83 * 24939 *****00
MAR -7-83 A 24939 *****00

THIS EASEMENT AGREEMENT, Made this 1ST day of March, 1983
by and between Larry Elwood Salyards and Carol S. Salyards, his wife,
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 8, Block "A", in
Section 1 of Buck Park Subdivision as per Plat of _____
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 4, folio 27, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Hewitt Road, a 40-foot right-of-way, and being part of Lot 8,
Block A, Section 1, Buck Park Subdivision as recorded in Plat Book
CBG No. 4, folio 27.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Larry Elwood Salyards (SEAL)
Larry Elwood Salyards, Grantor

Carol S. Salyards (SEAL)
Carol S. Salyards, Grantor

Attest:

Alton J. Long

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 1st day of March, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry Elwood Salyards, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

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

I HEREBY CERTIFY, that on this 1st day of March, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carol S. Salyards, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

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

I HEREBY CERTIFY, That on this 3rd day of March, 1983 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Wathen
Notary Public.

Ret. to: CW Mander

3-7-83

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 1st day of March, 1983,
 by and between Larry M. Brabec and Margaret A. Brabec
 GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
 corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land
 located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
 which land is described as follows: Lot numbered 500-14, in
 Block B, Section 2 of Greenview Knolls Subdivision as per Plat of
 thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
 County in Plat Liber CBG No. 5, folio 69, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
 of public sanitary sewers and/or sewer force mains and appurtenances thereto,
 hereafter "Facilities", in the Sanitary District, and the construction of such
 Facilities makes it necessary to temporarily use the hereinafter described strip
 of land during the construction of the Facilities and the restoration work
 thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
 mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
 and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
 and corporate, the right, privilege, and easement to enter upon and use the land
 of the GRANTORS hereinafter described, for the accommodation of construction
 equipment, materials, excavated earth, and for other purposes pertinent to the
 construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
 Colmar Lane, a 40-foot right-of-way, and being part of Lot 500-14
 Block B, Section 2, Greenview Knolls as recorded in Plat Book 5,
 folio 69.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
 employees, and representatives, to enter upon said land, to clear and remove
 obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
 agrees that it will cause to be removed from said property all debris, surplus
 materials, and construction equipment and will, to the extent reasonably possible,
 restore the area used to a condition not inferior to that existing prior to
 such entry and use, including, as the case may be, reseeding of lawn areas,
 replacement of shrubs, fences, mail box posts, and repair of any paving damaged
 by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
 the aforesaid strip of land in any manner or for any purposes which will
 obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
 is hereby agreed that the right, privilege, and easement for temporary construc-
 tion use granted herein shall cease and terminate upon the completion of con-
 struction, final inspection, and the approval by the GRANTEE of the removal and
 restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

LBOT 003 101

Witness: [Signature] (SEAL)
[Signature] (SEAL)
Attest: [Signature]
By: [Signature] (SEAL)
Francis E. Taylor, Chairman

Larry M. Grabec, Grantor
Margaret A. Grabec, Grantor
ST. MARY'S COUNTY METROPOLITAN COMMISSION
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, that on this 1st day of March, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Larry M. & Margaret A. Grabec, the
GRANTOR named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal. [Signature]
My Commission Expires: 7-1-86 Notary Public.



STATE OF _____ County of _____, to-wit:
I HEREBY CERTIFY, that on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____, the
GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.
AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, that on this 15th day of March, 1982,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal. [Signature]
My Commission Expires: 7-1-86 Notary Public.



Ret. to: Mr. Mondu MAR 22 1983 MARY R. BELL, CLERK

LIBER 003 PAGE 102

EASEMENT AGREEMENT

APR 21-83 * 27243 *****00

APR 21-83 A 27243 *****00

TIME 1:25P

MARY E. BELL, CLERK
ST. MARY'S CO.

THIS EASEMENT AGREEMENT, Made this 24th day of March, 1983, by and between Jack M. Ollom and E. Virginia Ollom, his wife,

GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS: from Richard Neal Fairbanks, et. ux, dated August 28, 1981, and recorded in the Land Records of St. Mary's County in Liber MRB No. 104, folio 72.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS described as Lot No. 6, in the subdivision known as Barefoot Acres, Section 1, per Plat thereof recorded among the Land Records of St. Mary's County, Maryland in Plat Liber No. 6, folio 86, said strip running parallel to and binding upon the front property line of Lot No. 5 for the entire length thereof, said front property line being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials and construction equipment and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

Betty J. Fugua
Betty J. Fugua

Jack M. Ollom (SEAL)
Jack M. Ollom, Grantor
E. Virginia Ollom (SEAL)
E. Virginia Ollom, Grantor

Attest: Francis E. Taylor

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 24th day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jack M. Ollom & E. Virginia Ollom, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.
MARGARET E. LACEY
Notary Public
My Commission Expires: St. Mary's County, Md.
My Commission expires
1 July 1986

Margaret E. Lacey
Notary Public.

STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

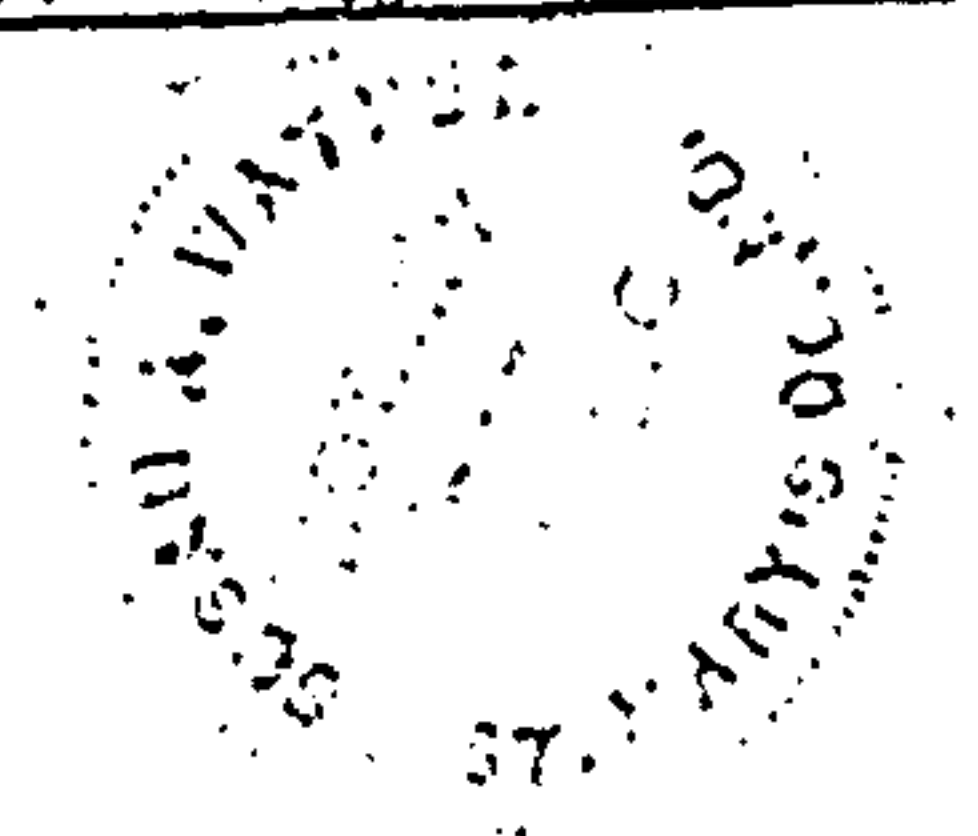
AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____

Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of April, 1983,
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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 7-1-86

Susan A. Nathan
Notary Public.



Ret. to: Phil Jones

APR 21 1983

MARY R. BELL, CLERK

TIME 1:26 P . M.

MARY S. BELL, CLERK
ST. MARY'S CO.
APR 21-83 * 27244 *****00
APR 21-83 A 27244 *****00

THIS EASEMENT AGREEMENT, Made this 21st day of March,
1983, by and between Barry Anthony Bernard and Jacqueline E.
Bernard, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located
within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and
described in the following Deed or Deeds to the said GRANTORS; from Stephen L.
Haff, et. ux., dated August 17, 1978, and recorded in the Land Records of St.
Mary's County, in Liber MRB No. 020, folio 147.

WHEREAS, GRANTEE has planned and intends to construct extensions of
public sanitary sewers and/or force mains and appurtenances thereto, hereafter
"Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the
construction of such Facilities makes it necessary to temporarily use the here-
inafter described strip of land during the time in which the Facilities are
under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use tempo-
rarily the hereafter described land of the GRANTOR for the accommodation of
construction equipment, materials, excavated earth, and for other purposes
pertinent to said construction:

A strip of land ten feet (10') wide across the land of the
GRANTORS described as Lot No. 10, in the subdivision known as
Barefoot Acres, Section 1, per Plat thereof recorded among the
Land Records of St. Mary's County, Maryland, in Plat Liber No. 6,
folio 86, said strip running parallel to and binding upon the
front property line of Lot No. 10 for the entire length thereof,
said front property line being also the westerly right-of-way line
of Garrison Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees,
and servants, to enter upon said land, to clear obstructions wherever necessary
to its purposes and to use the same for purposes stated above; provided, however,
that following completion of the construction, GRANTEE hereby agrees that it
will cause to be removed from the said property all debris, surplus materials,
and construction equipment, and will, to the extent reasonably possible, restore
the area used to a condition not inferior to that existing prior to such entry
and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

Barry Anthony Bernard (SEAL)
Barry Anthony Bernard
Jacqueline E. Bernard (SEAL)
Jacqueline E. Bernard

Attest: Stouven J. King

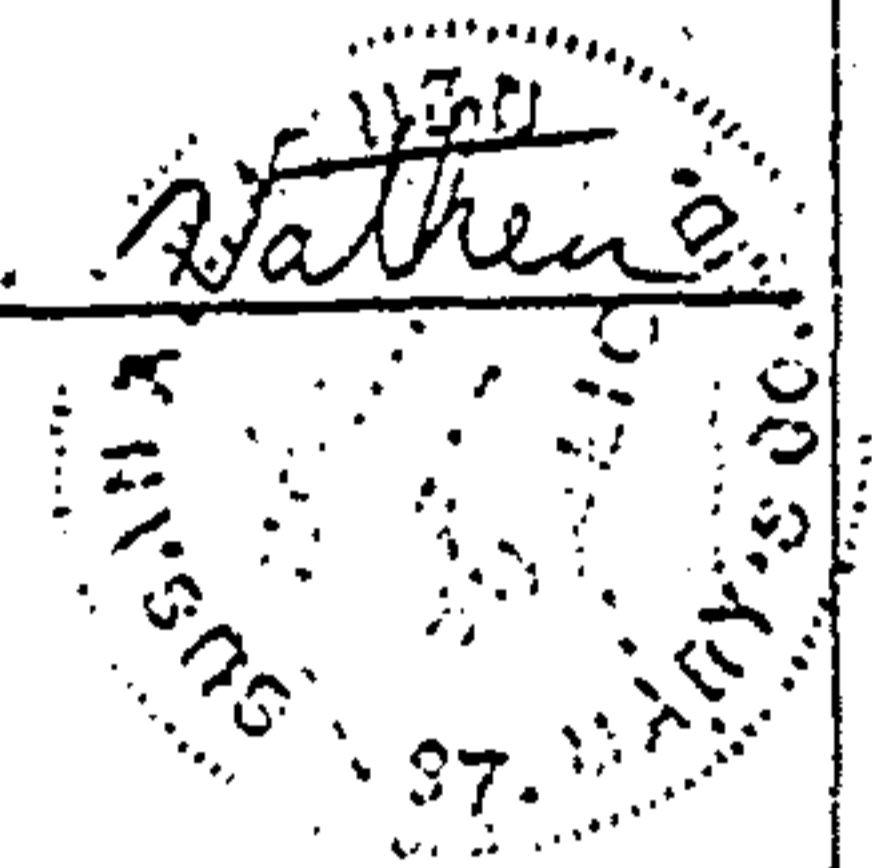
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 21st day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barry Anthony & Jacqueline E. Bernard, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

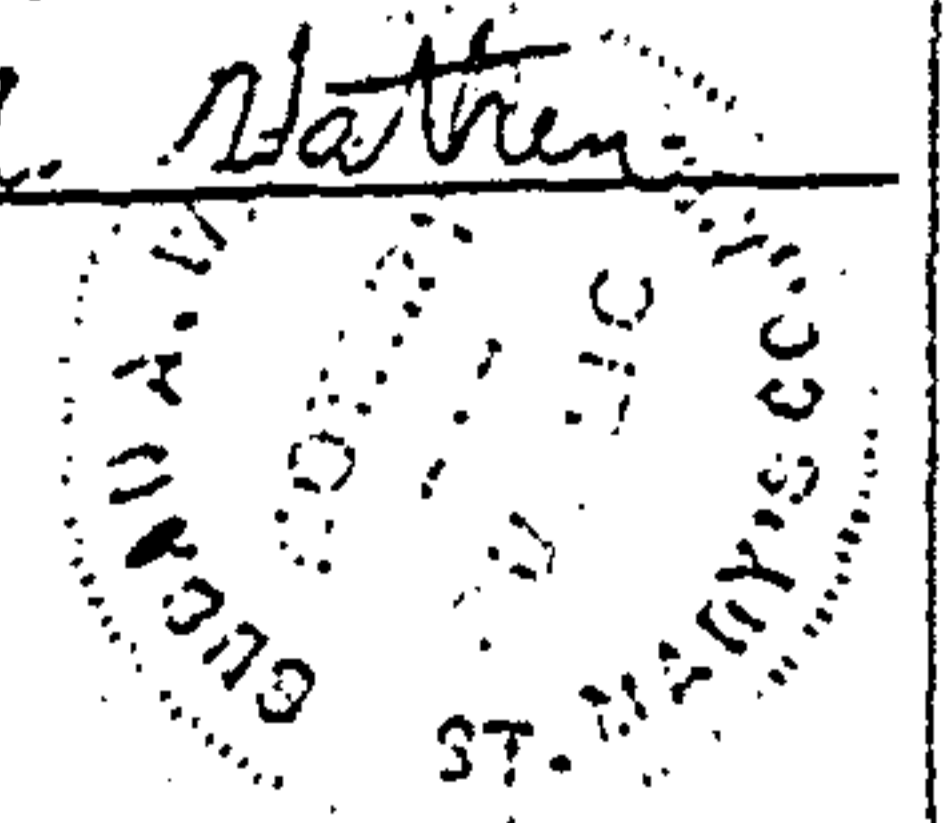
Notary Public.

My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of April, 1983,
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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



Ret. to Phil Gorbels

APR 21 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 22 day of March, 1983, by and between Robert N. Maneely and Donna S. Maneely, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Gary Woodrow Miller, et. ux., dated September 28, 1978, and recorded in the Land Record of St. Mary's County, Maryland in Liber MRB No. 024, folio 283.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS described as Lot No. 9, in the subdivision known as Barefoot Acres, Section 1, per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber No. 5, folio 86, said strip running parallel to and binding upon the front property line of Lot No. 9 for the entire length thereof, said front property line being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents; employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Robert N. Maneely (SEAL)
Robert N. Maneely

Donna S. Maneely (SEAL)
Donna S. Maneely

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor
Francis E. Taylor, Chairman

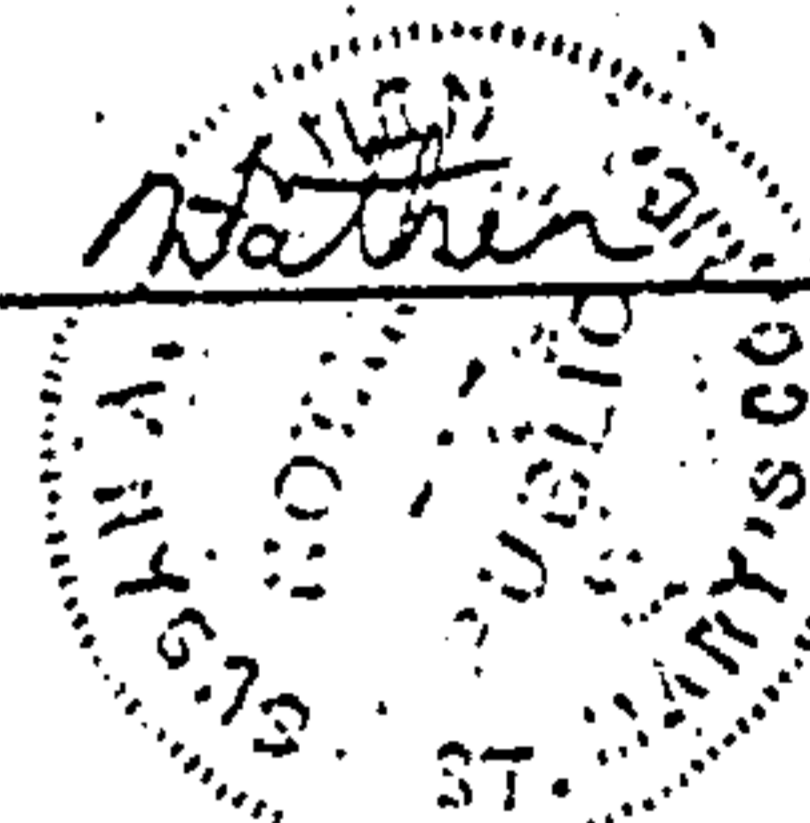
STATE OF Maryland, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 22nd day of March, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert N. & Donna S. Maneely, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

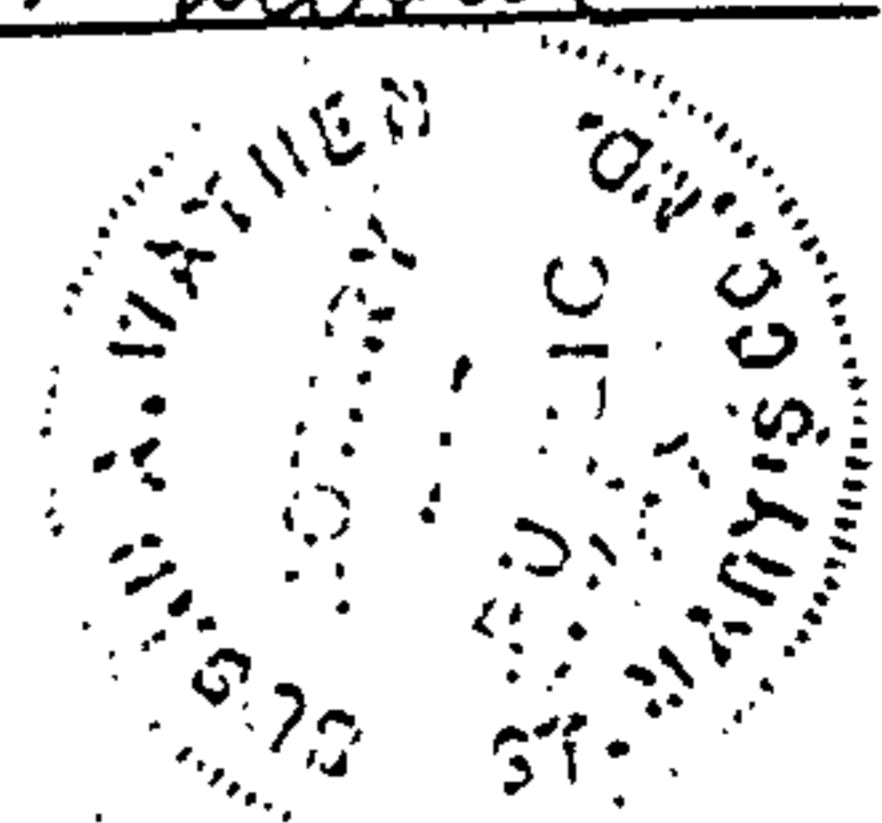
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 4th day of April, 1983, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

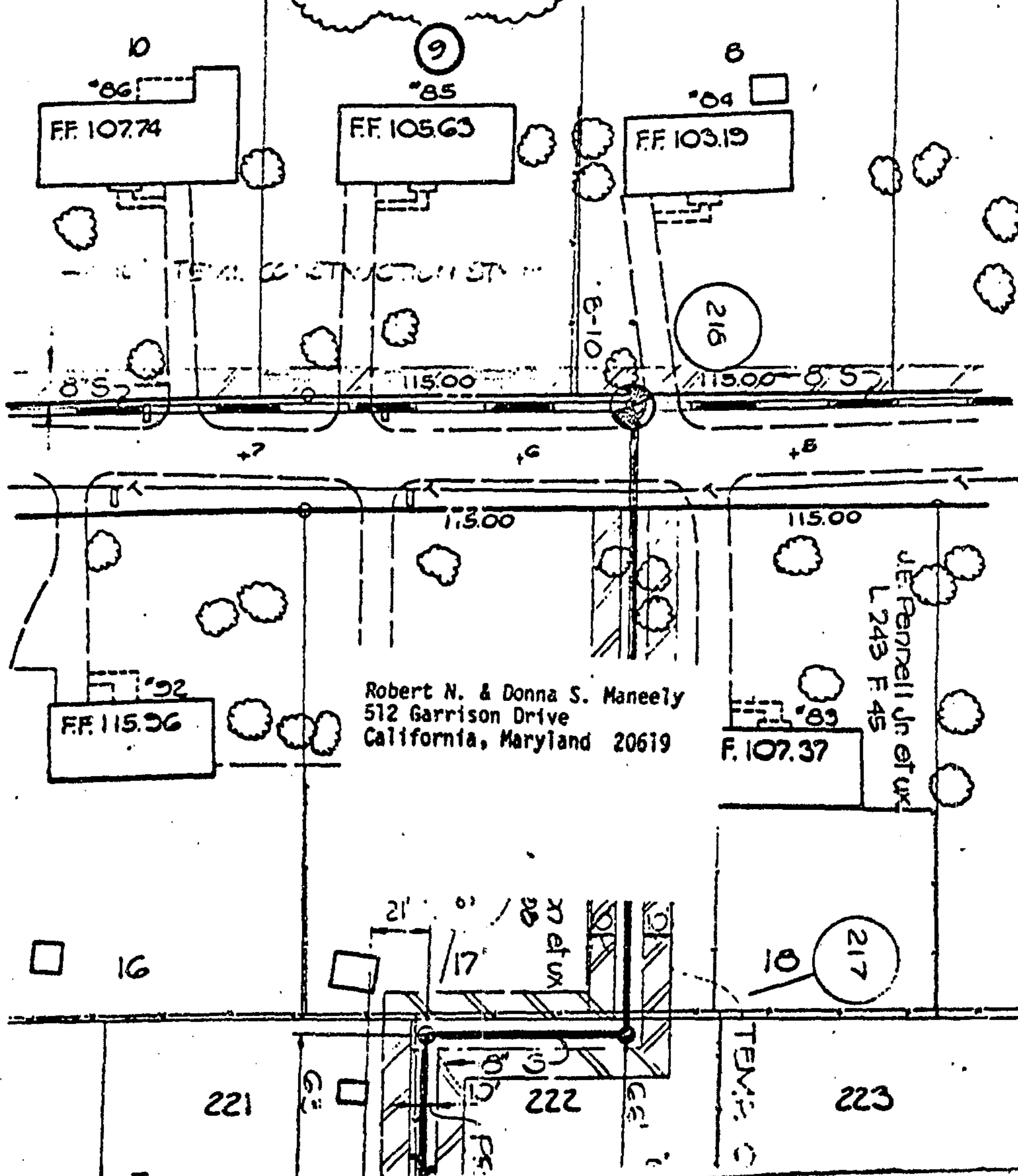
AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



BAREFOOT ACRES
SECTION 1
P.B. 6 P. 06



Robert N. & Donna S. Maneely
512 Garrison Drive
California, Maryland 20619

Jeffrenell Jr et ux
L 243 F 45

FOR CONTINUATION
SEE SHEET 7 OF 12

Ret. to: Phil Dorsey

APR 21 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 14 day of March, 1983, by and between James N. Townsend and Marica K. Townsend, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Tamy Lou Howdysell dated November 11, 1977, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRB 005, folio 134.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10;) wide across the property of the GRANTORS described as Lot No. 9 in the subdivision known as Woodland, Section 1, as per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber CBG, No. 6, folio 7, said strip running parallel to and binding upon the side property line of Lot No. 9 for the entire length thereof, said side property line being also the right-of-way line of Norris Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions whenever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

James N. Townsend (SEAL)
James N. Townsend

Marica K. Townsend (SEAL)
Marica K. Townsend

Attest: Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 16th day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared James N. + Marica K. Townsend,
the GRANTORs named in the foregoing instrument and acknowledged it to be Their
act.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
_____, the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

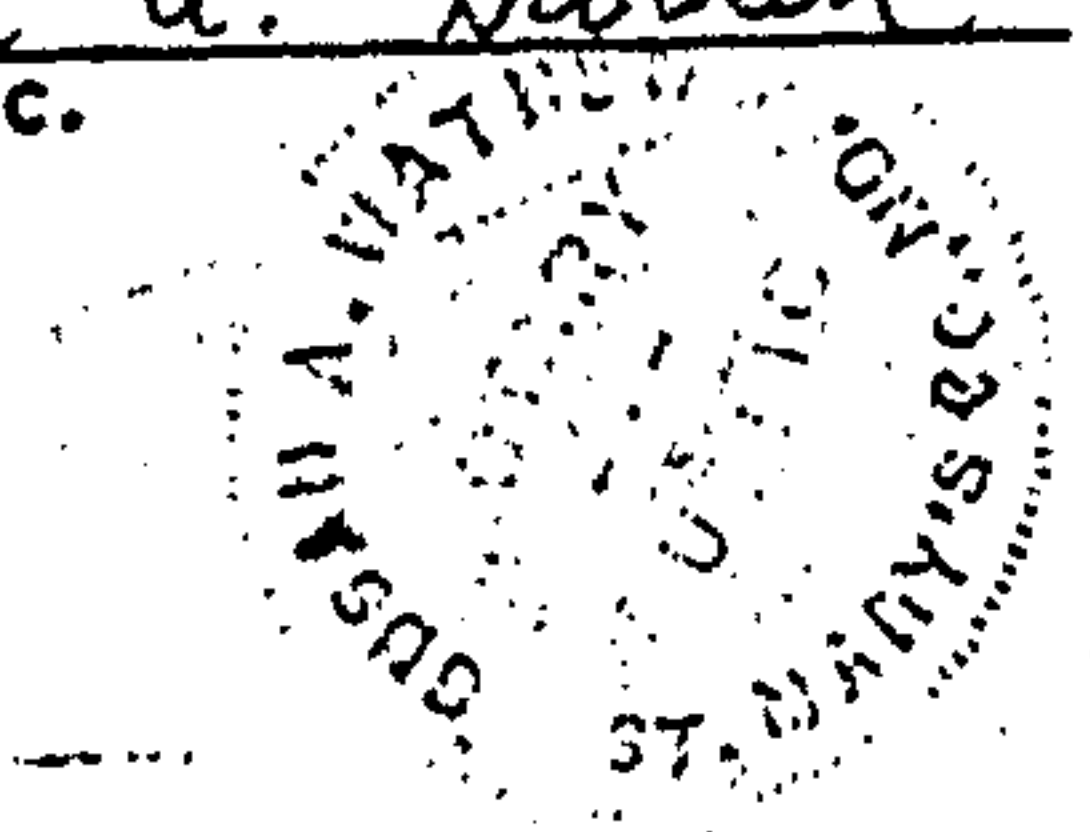
My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of April, 1983,
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 aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



Ret. to: Phil Dousey

APR 21 1983

MARY R. BELL, CLERK

TIME 1:29P

MARY K. BELL, CLERK
ST. MARY'S CO.

THIS EASEMENT AGREEMENT, Made this 17th day of March,
1983 by and between Bruno Capparilli and Susan N. Capparilli, his wife

, GRANTORS and ST. MARY'S COUNTY METRO-
POLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from John Robert Bennett, et. ux., dated April 30, 1975, and recorded in the Land Records of St. Mary's County, Maryland, in Liber DBK, No. 228, folio 117.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS described as Lot 7 in the subdivision known as Barefoot Acres, Section 1, per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber No. 6, folio 86, said strip running parallel to and binding upon the front property line of Lots No. 7 for the entire length thereof, said front property line being also the westerly right-of-way line of Garrison Drive (40') wide as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials and construction equipment and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Judith A. Hunt
Donald D. Scott

Bruno Capparilli (SEAL)
Bruno Capparilli
Susan N. Capparilli
Susan N. Capparilli

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

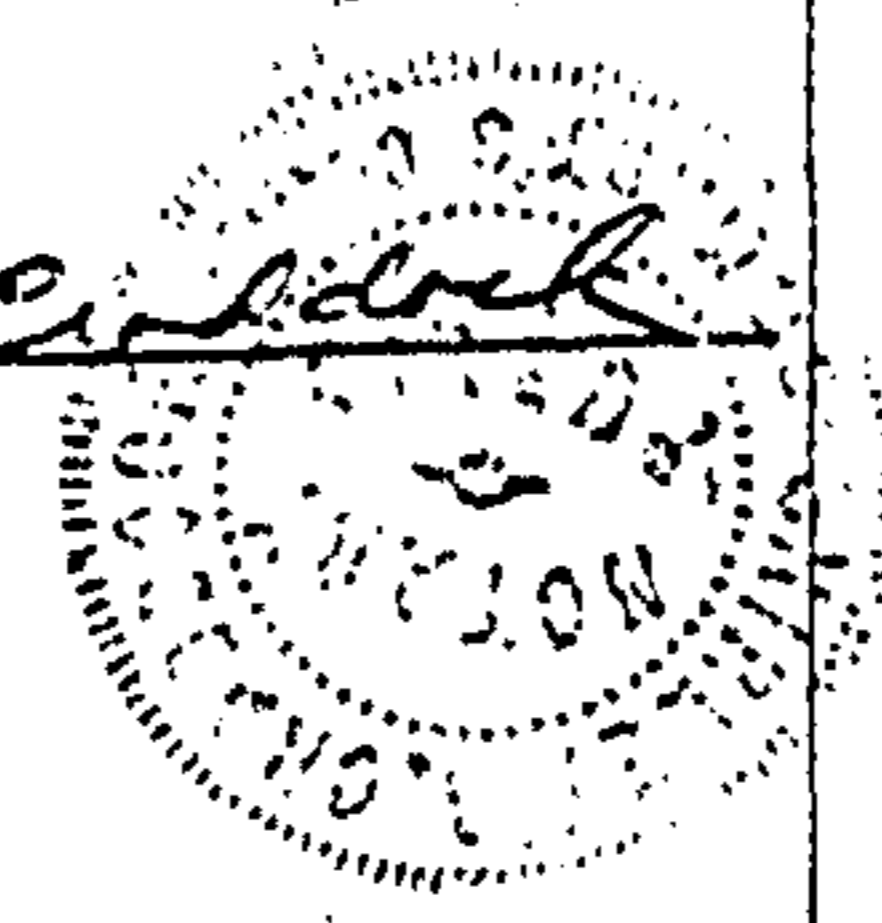
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 17 day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared Bruno Capparilli and Susan Capparilli,
the GRANTOR named in the foregoing instrument and acknowledged it to be
act.

AS WITNESS my hand and Notarial Seal.

Francis E. Taylor
Notary Public.

My Commission Expires: July 1, 1986



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

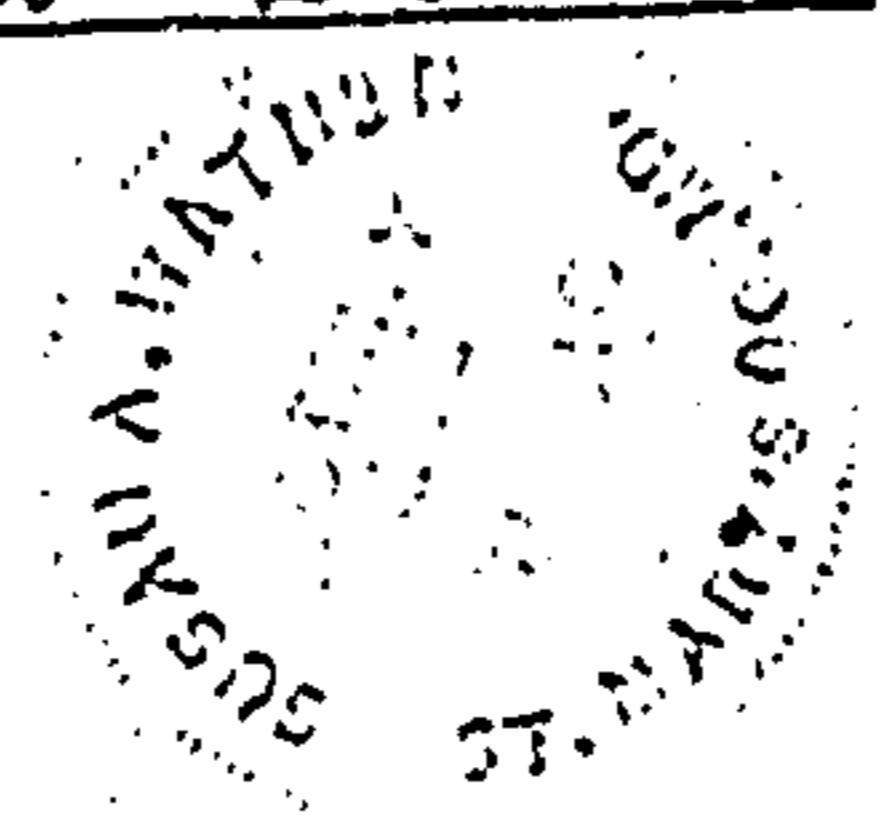
My Commission Expires: _____

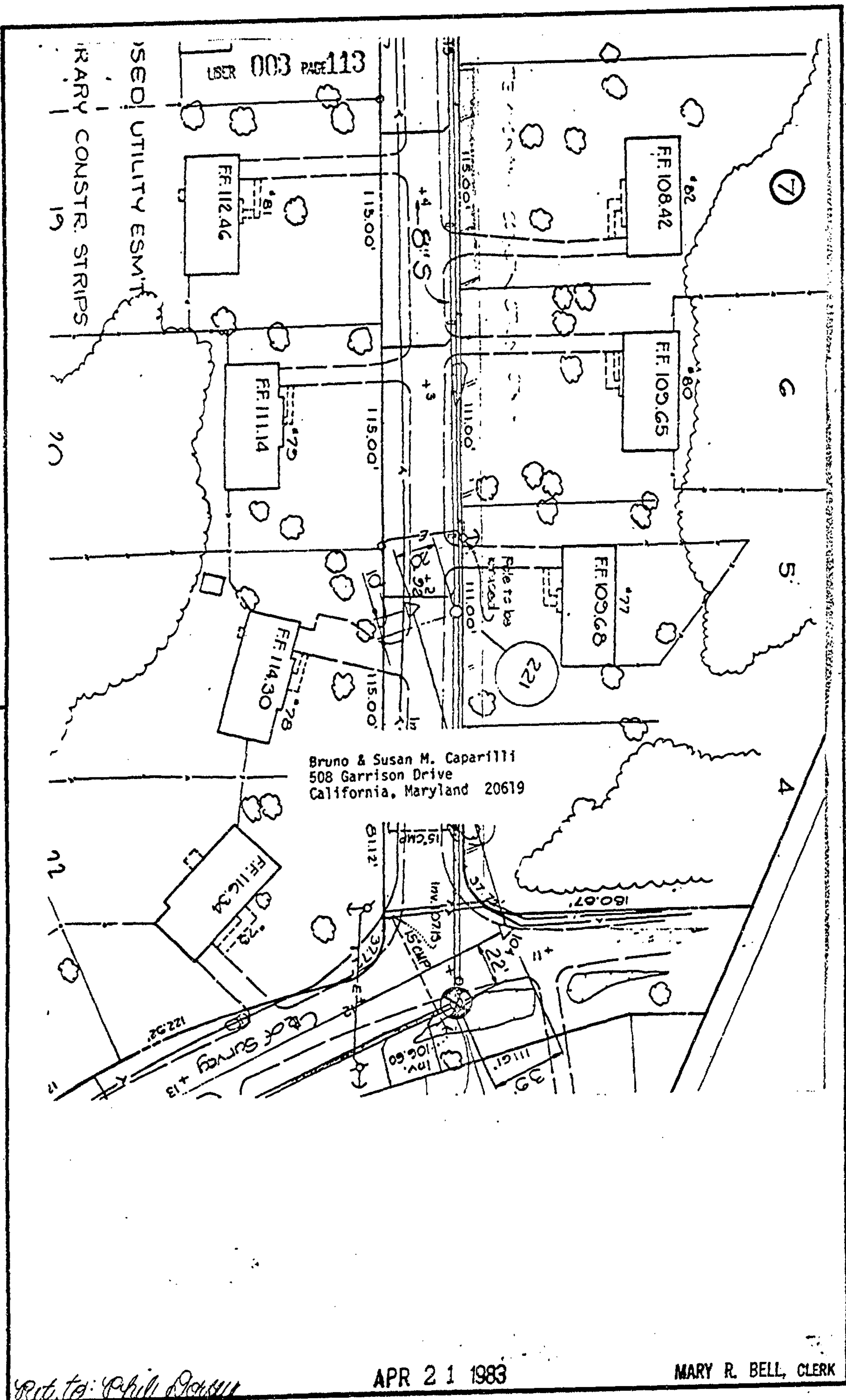
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of April, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be
Chairman of St. Mary's County Metropolitan Commission, a body politic and
corporate, and that he, as such Chairman, being authorized so to do, executed
the aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Nathan
Notary Public.

My Commission Expires: 7-1-86





Ret. to: Phil [unclear]

APR 21 1983

MARY R. BELL, CLERK

LIBER 003 DIG 114
EASEMENT AGREEMENT

TIME 1:30 P . M.

MARY A. BELL, CLERK
APR 21-83 * 27248 *****.00
APR 21-83 A 27248 *****.00

THIS EASEMENT AGREEMENT, Made this 1st day of April, 1983, by and between L. C. Fox and Barbara I. Fox

GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Containerization, Inc., a body corporate, dated December 29, 1970, and recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK No. 164, folio 449.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTORS described as Lot No. 219 in the subdivision known as Barefoot Acres, Section 2, per a Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber 7, folio 60, said strip running parallel to and binding upon the front property line of Lot No. 219 for the entire length thereof, said front property line being also the right-of-way line of Joan Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

L. C. Fox (SEAL)
Barbara I. Fox (SEAL)
Barbara I. Fox

Attest: Francis E. Taylor
By: Francis E. Taylor
Francis E. Taylor, Chairman
ST. MARY'S COUNTY METROPOLITAN COMMISSION

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 1st day of April, 1983,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared L. C. and Barbara I. Fox,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

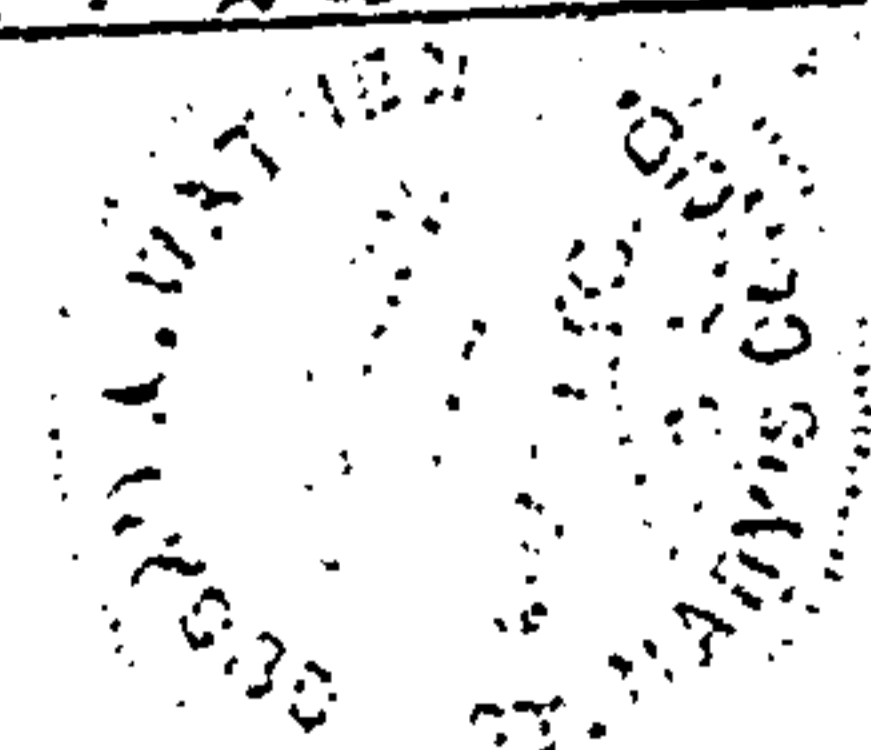
Notary Public.

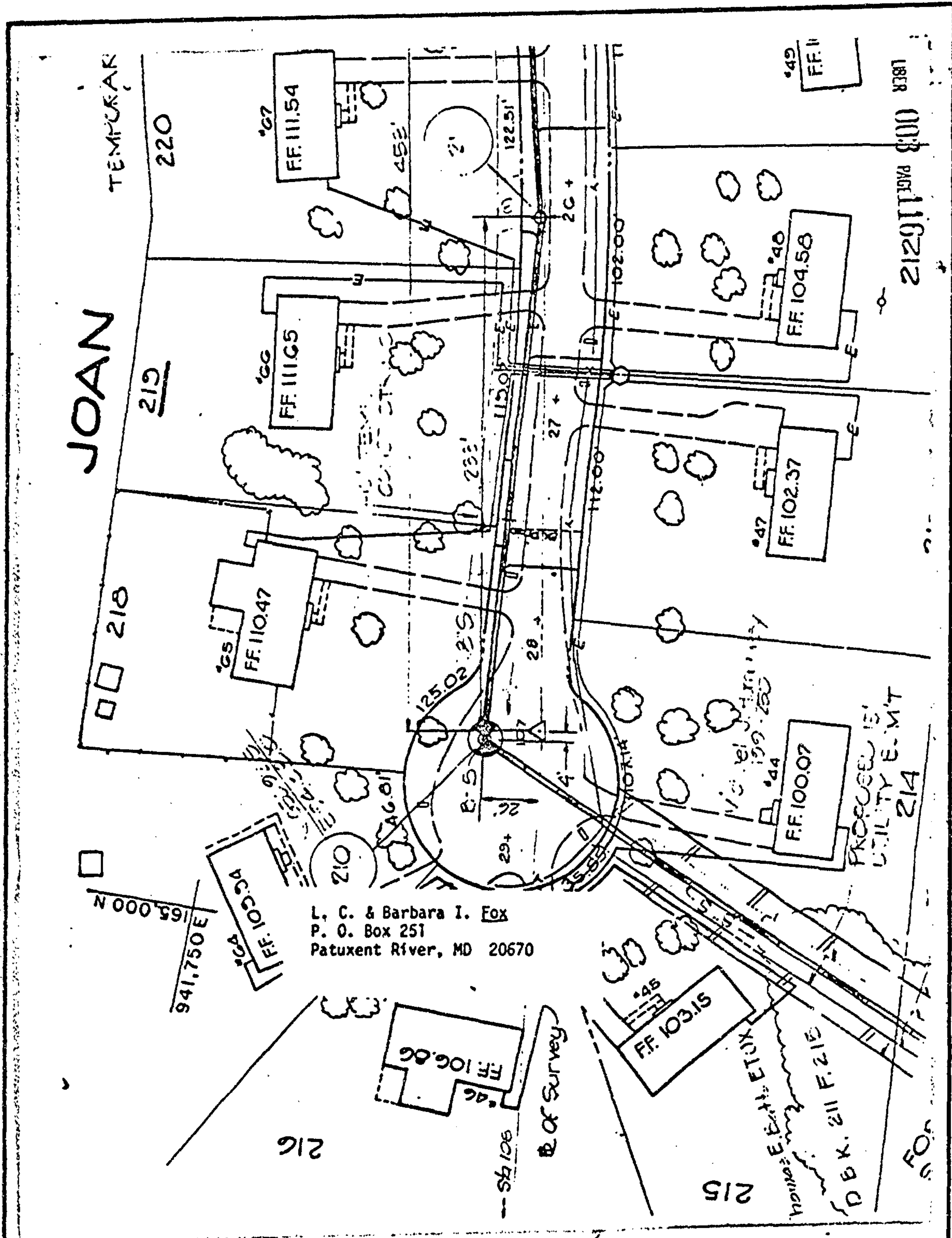
My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of April, 1983,
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 aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86





L. C. & Barbara I. Fox
P. O. Box 251
Patuxent River, MD 20670

Ret. to: Phil Dorsey

APR 21 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 21st day of March, 1983, by and between James S. Jones and Graciela O. Jones, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS: from Tracy Dean Brown, et ux., dated January 11, 1980, and recorded in the Land Records of St. Mary's County in Liber MRB No. 062, folio 455.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS described as Lot No. 8, in the Subdivision known as Barefoot Acres, Section 1, per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber No. 6 folio 86, said strip running parallel to and binding upon the front property line of Lot No. 8 for the entire length thereof, said front property line being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

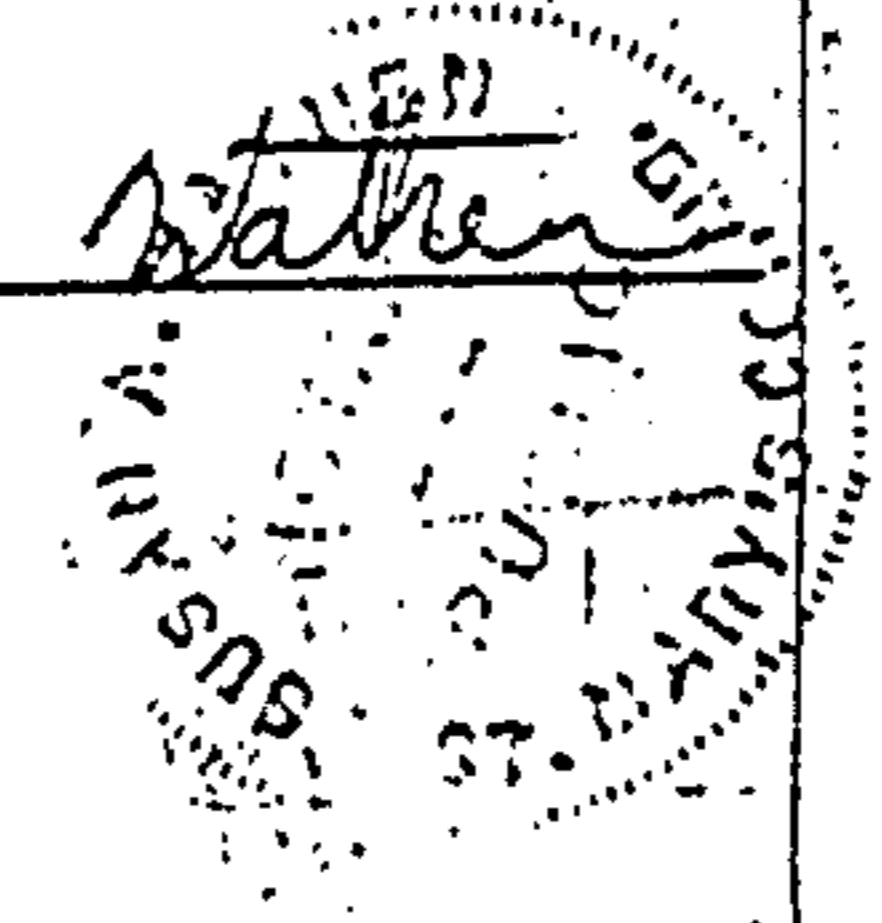
James S. Jones (SEAL)
James S. Jones
Graciela Q. Jones (SEAL)
Graciela Q. Jones

Attest: [Signature]
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: [Signature]
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 21st day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James S. & Graciela Q. Jones, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

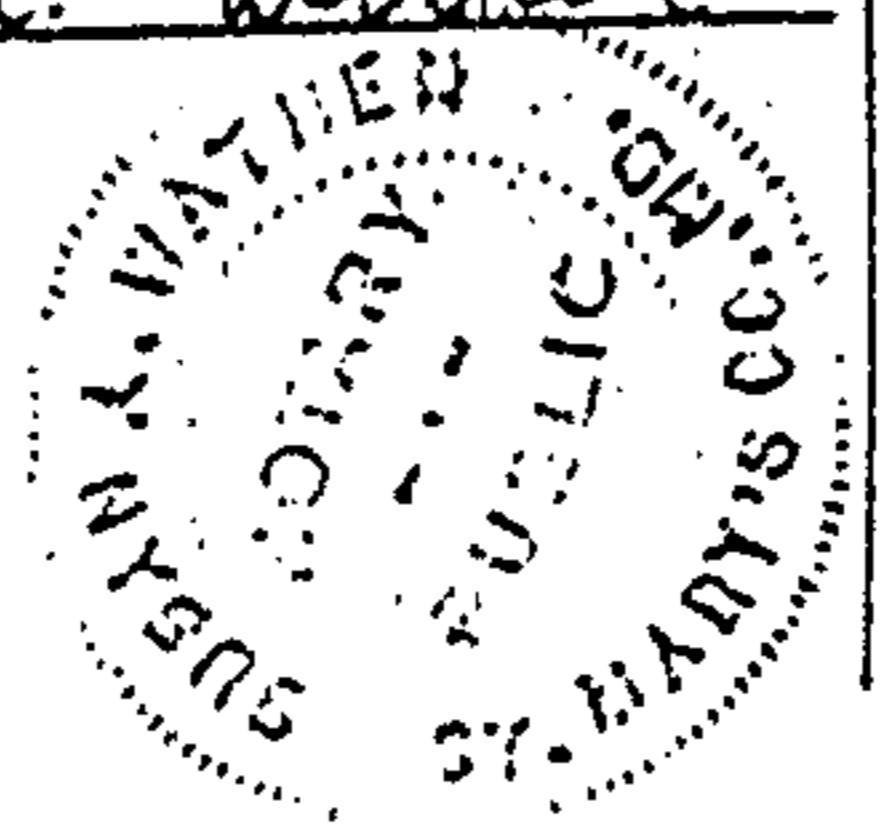
AS WITNESS my hand and Notarial Seal. _____
Notary Public.

My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit: -
I HEREBY CERTIFY, That on this 4th day of April, 1983
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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.

My Commission Expires: 7-1-86



Ret. to: Phil Jones

APR 21 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 21 day of March, 1983,
by and between Margaret R. Carroll
GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lot numbered 500-23, Block C, in
Section 2 of Greenview Knolls Subdivision as per Plat of re-subdivision
thereof recorded among the Land Records of St. Mary's (subdiv. or re-subdiv.)
County in Plat Liber CBG No. 5, folio 69, and

WHEREAS, GRANTEE has planned for and will construction certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTOR hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

A 12-foot easement binding on, adjacent, and contiguous to
Belvoir Road, a 40-foot right-of-way, and being part of Lot 500-23
Block C, Section 2, Greenview Knolls as recorded in Plat Book CBG
No. 5, folio 69.

GRANTOR does hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible,
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTOR hereby agrees not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Margaret R. Carroll (SEAL)
Margaret R. Carroll, Grantor

(SEAL)

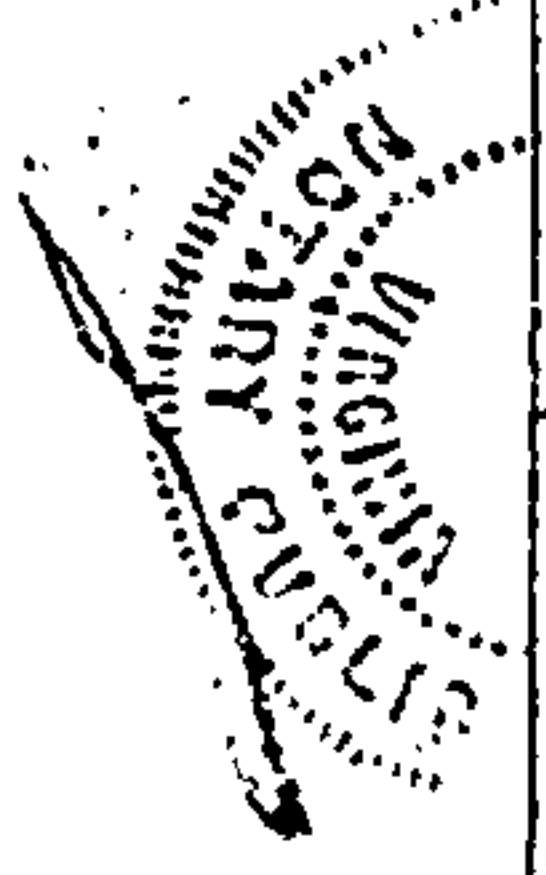
Attest:

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF Virginia Admission County of St. Mary's, to-wit:

I HEREBY CERTIFY, that on this 21 day of March, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARGARET R. CARROLL, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: June 30, 1984 Notary Public. Josie M. Wyga



STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 198____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

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

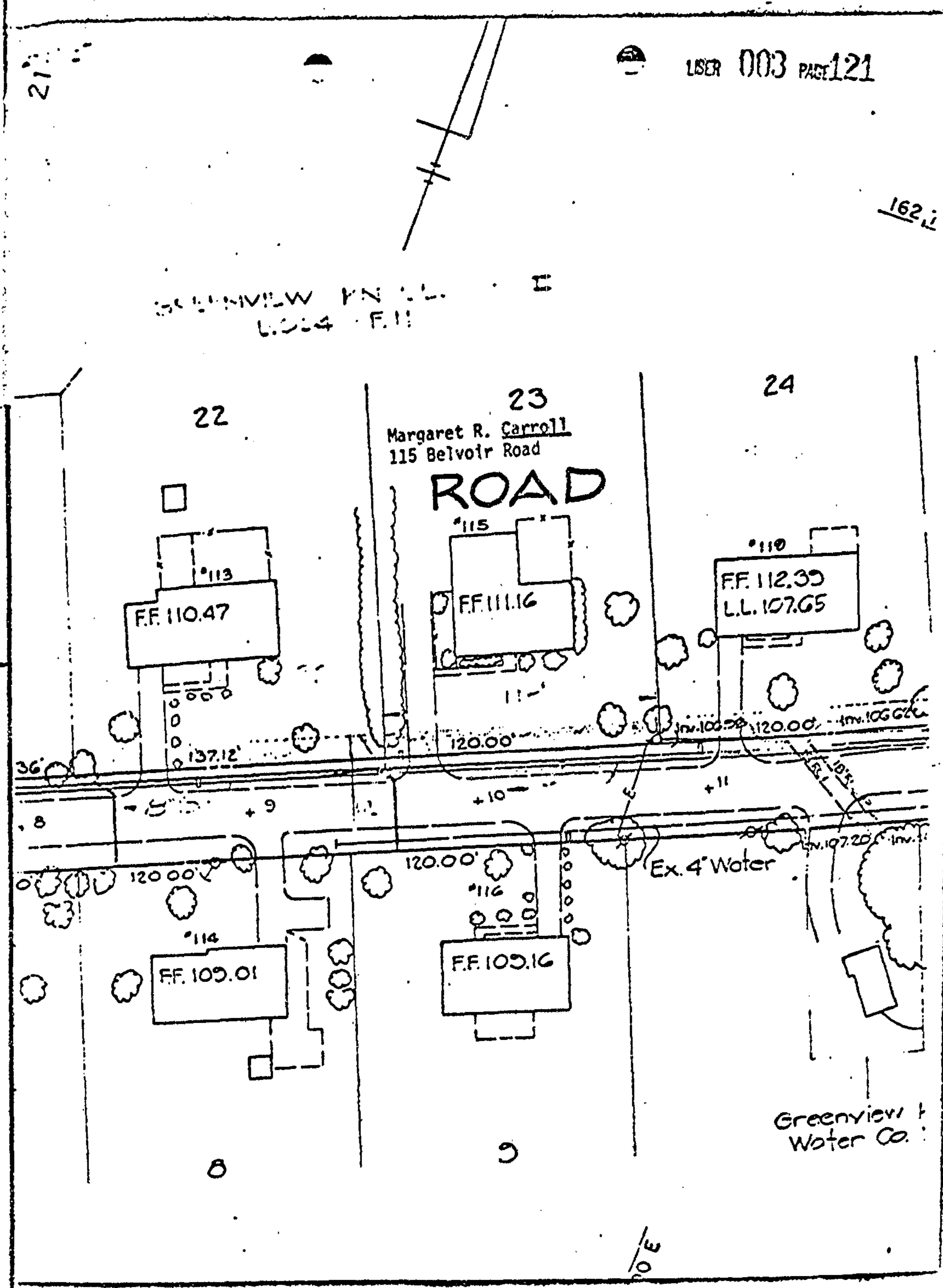
I HEREBY CERTIFY, That on this 4th day of April, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 7-1-86 Notary Public. Susan A. Watten



162.2

GREENVIEW KNOLL
L. 024 F. 11



Ret. to Phil Dorsey April 21, 1983

MARY R. BELL, CLERK

LIBER 003 PAGE 122
EASEMENT AGREEMENT

TIME 1:05 P . M.
MARY E. BELL, CLERK
ST. MARY'S CO.

MAY 10-83 * 28114 *****00
MAY 10-83 B #28114 *****00

THIS EASEMENT AGREEMENT, Made this 19 day of April, 1983,
by and between J. Melvin & Judith Marie Tennyson, his wife
GRANTORS and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS seised in fee simple of lots, tracts, and parcels of
land situate in the 8th Election District of St. Mary's County, Maryland, and
fully described in a Deed to said GRANTORS from J. Melvin Tennyson
dated October 14, 1976, and recorded among the Land Records of St.
Mary's County, Maryland, in Liber DBK, No. 260, Folio 210, and

WHEREAS, the GRANTEE desires and intends to construct public sewers
and appurtenances in, over, and along Great Mills Road and
desires to use the hereinafter described strip of land of the GRANTOR for the
period of time during which the said sewer line is under construction adjacent
to GRANTOR'S property, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and
valuable consideration, the receipt of which is hereby acknowledged, the said
GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY
METROPOLITAN COMMISSION, a body politic and corporate, its successors and
assigns, the right, privilege, and easement to use and occupy temporarily,
during the initial construction of the sewer line in, over, and along Great
Mills Road upon which the aforesaid property abuts, the here-
inafter described strip of land for the accommodation of construction equipment,
materials, excavated earth, and for other purposes pertinent to said con-
struction:

A ten-foot (10') wide strip of land binding on and adjacent
to Maryland Route 246, a fifty-foot (50') right-of-way.

GRANTORS hereby authorizes and permits the GRANTEE, its agents, servants,
successors and assigns, to enter upon, to clear of obstruction wherever
necessary to its purposes and to use as aforesaid the strip of land described
above; provided, however, that following the initial construction above
referred to GRANTEE hereby agrees that it will cause to be removed from the
property described, all debris, surplus material and construction equipment
and will leave the premises in a neat and presentable condition.

GRANTORS hereby agrees not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE.
It is hereby agreed that the right, privilege, and easement for temporary
construction use granted herein shall cease and terminate upon the completion
of construction, final inspection and approval by the GRANTEE of the removal
work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

AS WITNESS the due execution hereof.

Robert E. Tennyson
Robert E. Tennyson

J. Melvin Tennyson (SEAL)
J. Melvin Tennyson
Judith M. Tennyson (SEAL)
Grantors Judith Marie Tennyson


ATTEST:

Stanton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 19th day of April, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. Melvin & Judith M. Tennyson, the GRANTORS named in the foregoing instrument and acknowledged it to be their Act.
AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public


My Commission expires: 7-1-86

STATE OF _____, County of _____, to wit:

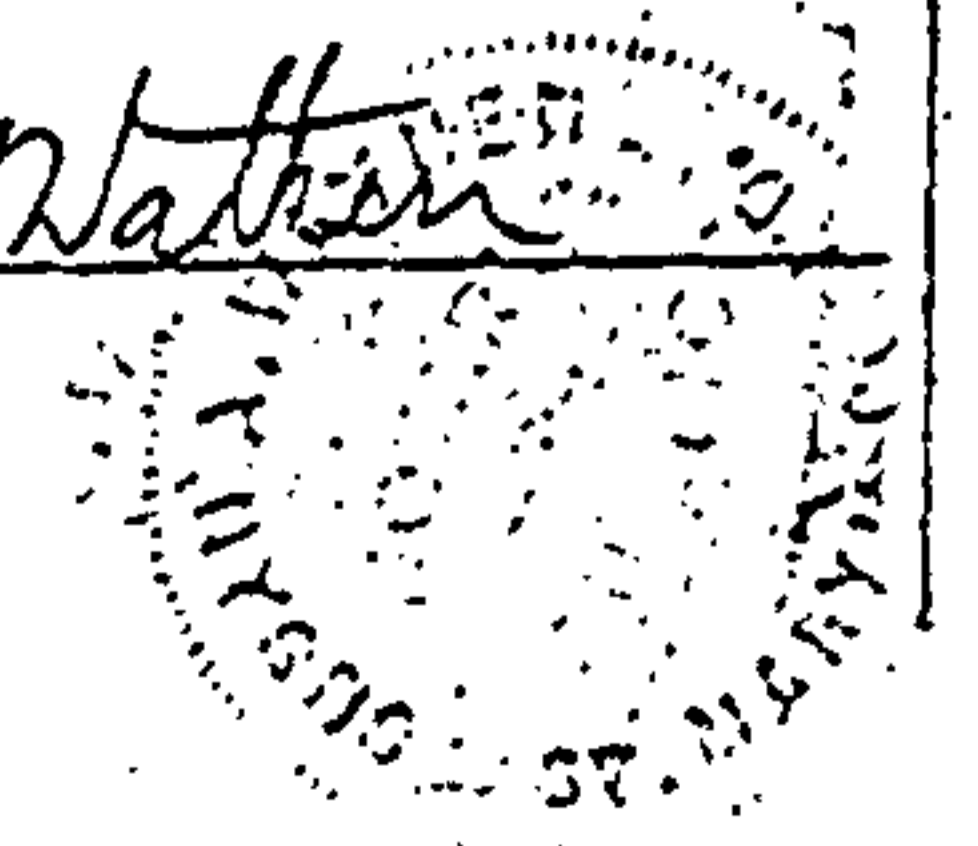
I HEREBY CERTIFY, That on this _____ day of _____, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ Act.
AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

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

I HEREBY CERTIFY, That on this 29th day of April, 1983, 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 foregoing 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.

Susan A. Wathen
Notary Public


My Commission expires: 7-1-86

cert. to: P. Hill & P. Hill

MAY 10 1983

MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 12th day of April, 1983, by and between Lance D. Kebaugh and Betsy J. Kebaugh, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Allen M. Cherkis, et ux., dated January 11, 1977, and recorded among the Land Records of St. Mary's County, in Liber DBK No. 265, folio 07.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS described as Lot No. 11, in the subdivision known as Barefoot Acres, Section 1, per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber No. 6, folio 86, said strip running parallel to and binding upon the front property line of Lot No. 11 for the entire length thereof, said front property line being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Lance D. Kebaugh (SEAL)
Lance D. Kebaugh

Betsy J. Kebaugh (SEAL)
Betsy J. Kebaugh

Attest:

Thomas J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

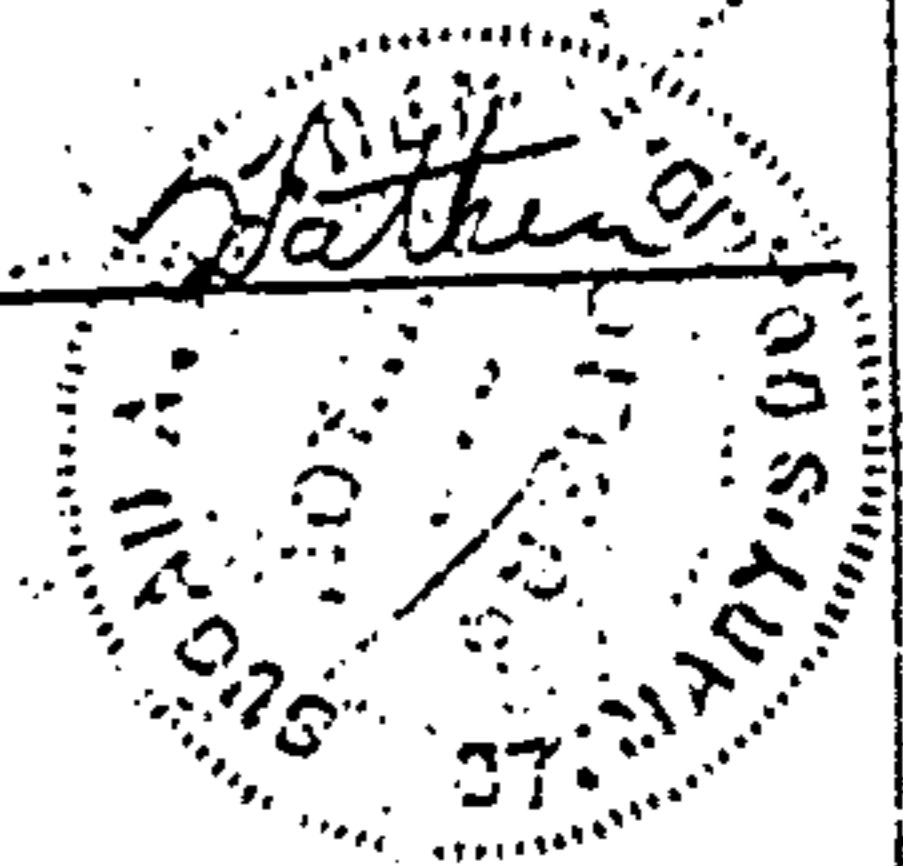
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 12th day of April, 1983,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared Lance D. + Betsy J. Kebaugh,
the GRANTOR named in the foregoing instrument and acknowledged it to be
act.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____,
the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

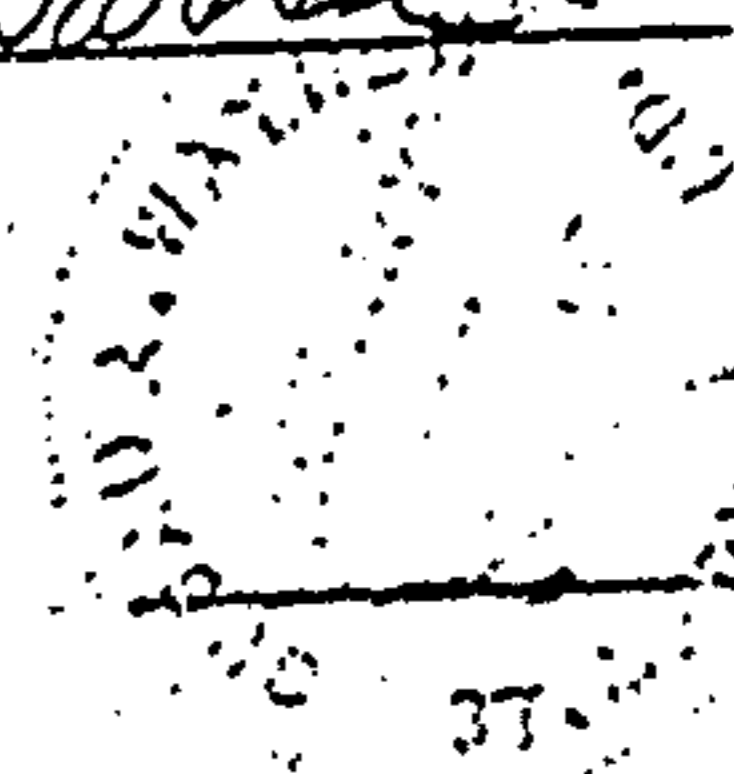
My Commission Expires: _____

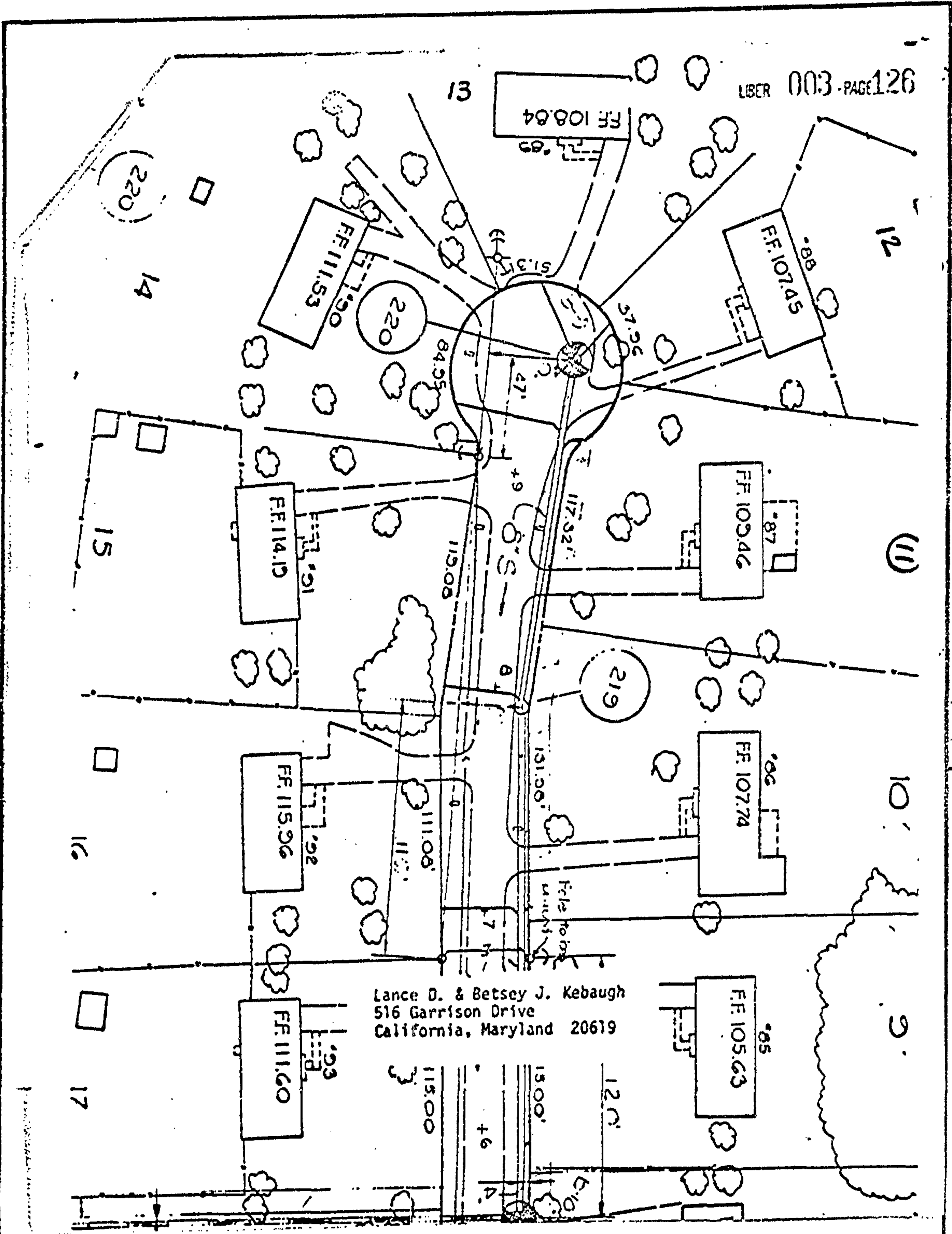
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 29th day of April, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be
Chairman of St. Mary's County Metropolitan Commission, a body politic and
corporate, and that he, as such Chairman, being authorized so to do, executed
the aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86





Lance D. & Betsey J. Kebaugh
 516 Garrison Drive
 California, Maryland 20619

Red to: Phil Perry

MAY 10 1983

MARY R. BELL, CLERK

127 P
MARY R. HILL CLERK
ST. MARY'S COUNTY

THIS EASEMENT AGREEMENT, Made this 16th day of April, 1983, by and between John P. Nelson and Rose A. Nelson, his wife,, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS: from Joseph A. Myers, et ux., dated July 17, 1975, and recorded among the Land Records of St. Mary's County, Maryland in Liber DBK No. 233, folio 92.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTORS described as Lot No. 14-A and a 10' wide strip of Lot 13, in the subdivision known as Woodland, Section 1, as per Plat of resubdivision thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber DBK No. 8, folio 40, said strip running parallel to and binding upon the front property line of Lot No. 14-A for the entire length thereof and including 10' of said Lot 13, the front property lines aforesaid being also the right-of-way line of Norris Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

John P. Nelson (SEAL)
John P. Nelson
Rose A. Nelson (SEAL)
Rose A. Nelson

Attest:

Stewart J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

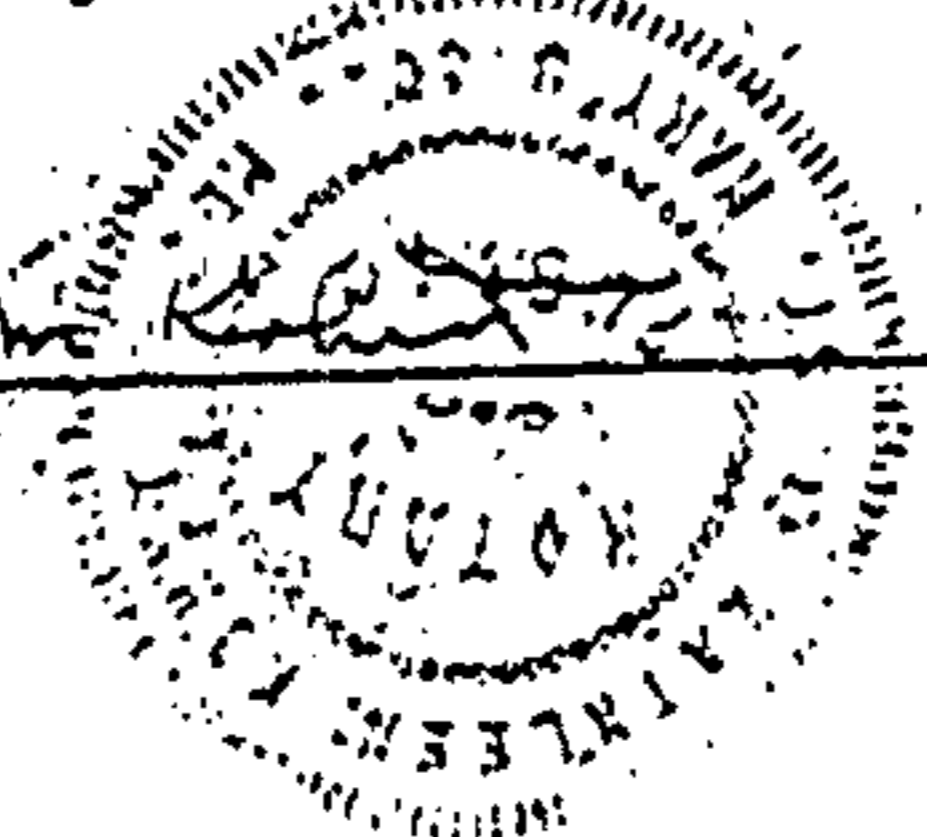
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 16 day of April, 1983,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared John P. Nelson, Rose A. Nelson
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Kathleen M. Roberts
Notary Public.

My Commission Expires: July, 1985



STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1982,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

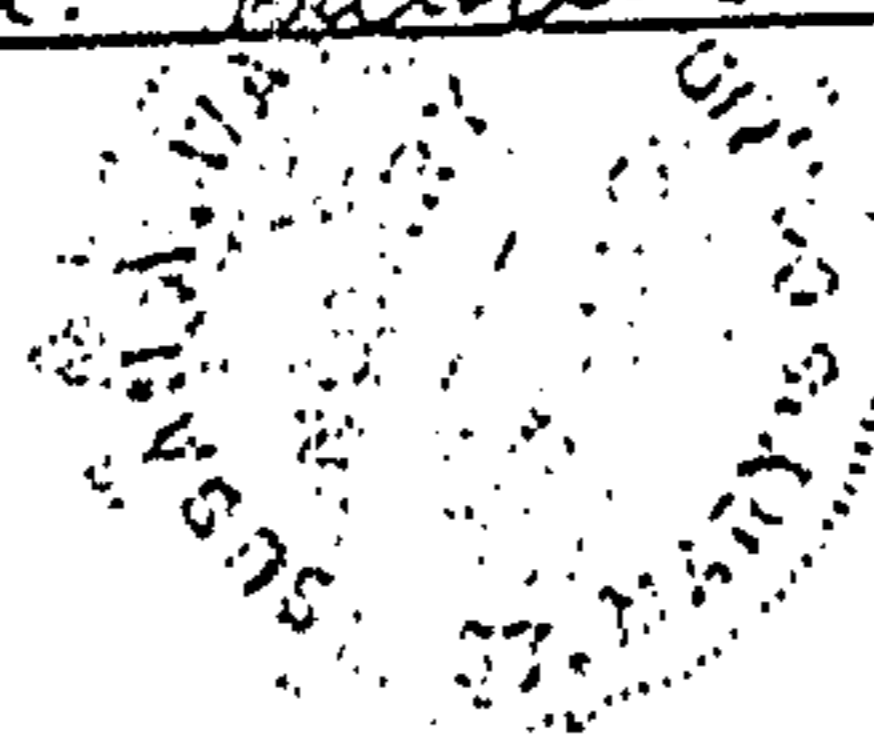
Notary Public.

My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 29th day of April, 1983
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 aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Watter
Notary Public.

My Commission Expires: 7-1-86



Ret. to Phil Dobby

MAY 10 1983

MARY R. BELL CLERK

THIS EASEMENT AGREEMENT, Made this 14th day of April 1983, by and between Containerization, Inc., a body corporate, GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTOR is the owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTOR; from Hall Properties, Inc., a body corporate, dated April 17, 1976, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRF No. 133, folio 80.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTOR is willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTOR does hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTOR for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTOR described as Lot No. 13, in the subdivision known as Woodland, Section 1, as per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber CBG No. 6, folio 7, said strip running parallel to and binding upon the front property line of Lot No. 13, for the entire length thereof, said front property line being also the right-of-way line of Norris Drive (40' wide) as shown on said Plat.

GRANTOR hereby authorizes and permits the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTOR hereby agrees not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

ATTEST:

[Handwritten signature]

CONTAINERIZATION, INC.
By John T. Daugherty (SEAL)
John T. Daugherty, President

ATTEST:

[Handwritten signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 14th day of April, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John T. Daugherty, who acknowledged himself to be President of Containerization, Inc., a body corporate, 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 Containerization, Inc. by himself as President.

AS WITNESS my hand and Notarial Seal.

[Handwritten signature]
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, that on this 29th day of April, 1983, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

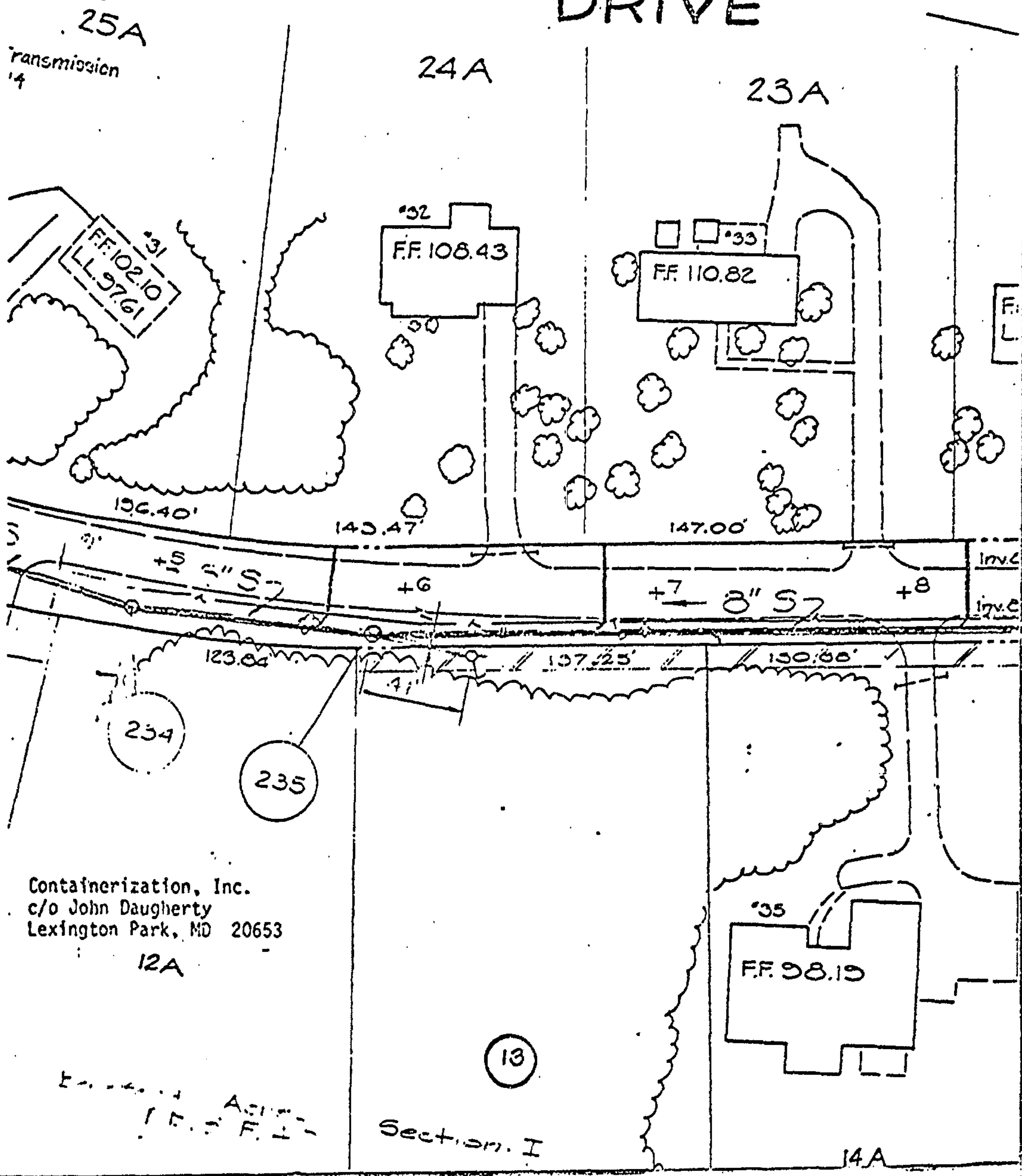
AS WITNESS my hand and Notarial Seal.

[Handwritten signature]
Notary Public.

My Commission Expires: 7-1-86



DRIVE



Containerization, Inc.
 c/o John Daugherty
 Lexington Park, MD 20653
 12A

Section I

Let. Phil Dorsey

5-10-83

MARY R. BELE, CLERK

201374 800
BOOK 143 PAGE 328

JUN -1-83 * 29352 *****.00
JUN -1-83 A 229352 *****.00

EASEMENT

TIME 2:59 P. M.

MARY R. BELL, CLERK
ST. MARY'S CO.

THIS EASEMENT, Made this 19th day of May, 1983, by and between JAMES DOBRY and GREENVIEW KNOLLS WATER COMPANY, a body corporate, hereinafter GRANTORS, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter GRANTEE.

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") in, over, across, and under the land of the GRANTORS, said land being the fifty-foot (50') wide private road known as Church Drive, shown upon the Plat of Resubdivision of Lots, 10, 11, and 12, in Greenview Knolls, Section 5, and Lots 37, 48, and 49 in Greenview Knolls, Section 6, recorded among the Land Records of St. Mary's County, Maryland in Plat Liber DBK No. 7, folio 84, for the purposes of constructing, maintaining, operating, repairing, inspecting, and replacing a sewer line and appurtenances thereto, beginning at an existing sewer manhole in said Church Drive to a point abutting Lot 49-A, said Lot being as shown on said plat; which permanent easement and right-of-way is described as follows:

BEGINNING for the same at the common front property corners of Lots 48-A and 49-A, Section 6, Greenview Knolls Subdivision, as shown on Plat of Resubdivision recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber DBK No. 7, folio 84, thence

1. Running with the front property line of said Lot 49-A N 74° 16' 03" West 147.95 feet; thence,
2. Running with the side property line of said Lot 49-A S 00° 49' 05" West 5.40 feet; thence, leaving said Lot 49-A
3. South 77° 16' 05" West, 64.88 feet more or less to the existing St. Mary's County Metropolitan Commission easement as recorded in Liber DBK No. 281, folio 92, one of the aforementioned Land Records, thence, running with, binding on, and parallel to said easement.
4. North 06° 32' 45" East, 21.19 feet thence, leaving said existing easement, and continuing through the GRANTORS' property (Church Drive),
5. North 77° 16' 05" East, 67.14 feet, more or less, thence,
6. North 15° 43' 57" East, 3.22 feet, thence,
7. South 74° 16' 03" East, 147.95 feet, thence,
8. South 15° 43' 57" West, 20.00 feet to the point of beginning and containing 4,267 square feet more or less.

Being part of the property conveyed to James Dobry, a GRANTOR herein, by Deed dated May 1, 1956, from Frank D. Hayden, et ux., and recorded in Liber CBG No. 63, folio 20, one of the Land Records of St. Mary's County.

FURTHER, GRANTORS do hereby grant unto the GRANTEE herein, its agents and employees, the right and privilege to enter upon and use temporarily a twelve-foot (12') wide strip of land lying south of, parallel to, and binding upon the S77° 16' 05" West 64.88-foot line of the above-described permanent easement for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to and during the initial construction of the said sewer line and appurtenances within the permanent easement. This right and privilege for temporary use shall terminate upon completion and final acceptance of the sewer construction by GRANTEE.

GRANTORS hereby covenant that they will warrant specially the said permanent easements and will execute such other and further assurances thereof as the GRANTEE may request.

WITNESS the due execution hereof.

WITNESS:

F. Michael Harris

James Dobry (SEAL)
James Dobry

ATTEST:

Mary Ann Johnson

GREENVIEW KNOLLS WATER COMPANY
By: James Dobry (SEAL)
James Dobry, President

ATTEST:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 19th day of June, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared James Dobry, a Grantor named in the foregoing
instrument and acknowledged it to be his act.
AS WITNESS my hand and Notarial Seal.

Rowan H. Lewis
Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 19th day of June, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared James Dobry, who acknowledged himself to be
President of Greenview Knolls Water Company, Inc., 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.

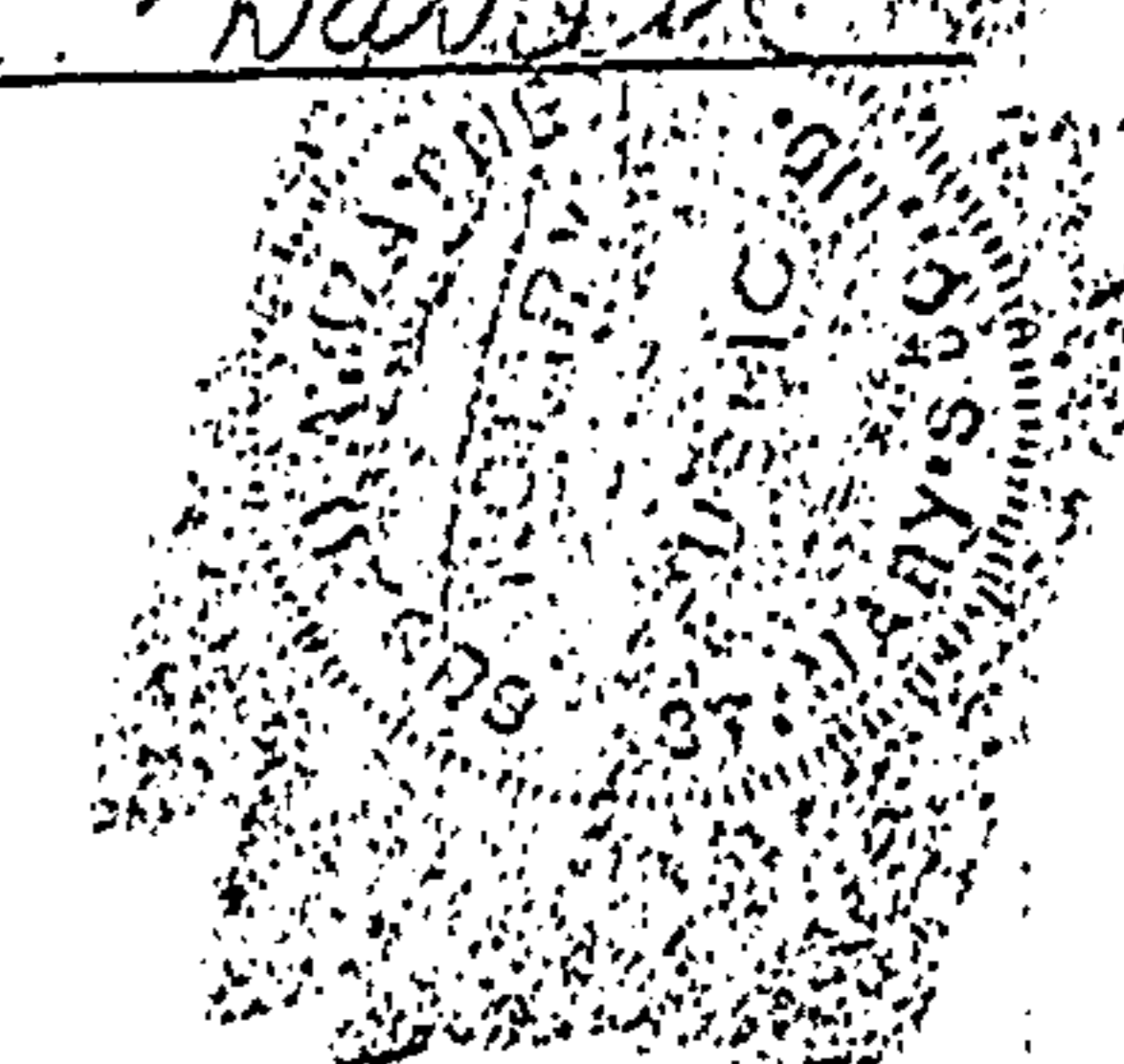
Rowan H. Lewis
Notary Public

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of May, 1983,
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 foregoing 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.

Laura A. Watten
Notary Public

My Commission Expires: 7-1-86



Del. Phil Dorsey 6-1-83

MARY R. BELL, CLERK

TIME 3:30 P.M.
MARY E. BELL CLERK
ST. MARY'S CO.

MJL 13-83 * 21673 *****00
MJL 13-83 B 21673 *****00

WATER AND SEWER LINE EASEMENT

THIS WATER AND SEWER LINE EASEMENT, Made this 5 day of May, 1983, by JOSEPH P. BAKER and GREAT MILLS COURT ASSOCIATES LIMITED PARTNERSHIP, hereinafter referred to as GRANTORS, and THE ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter referred to as GRANTEE.

WITNESSETH, in consideration of the sum of one dollar, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Joseph P. Baker and Great Mills Court Associates Limited Partnership do hereby grant and convey unto the St. Mary's County Metropolitan Commission, water and sewer line easements through and across the 3.62 acre parcel, and the adjoining lands, in St. Mary's County, Eighth Election District, as are shown and described on the plans prepared by Penkuinas & Associates, Engineers, of Lanham, Maryland 20706, titled "Site plan, Great Mills Court, Eighth Election District, St. Mary's County, Maryland", which plans were certified and dated by the Engineers on Nov. 23, 1982, and by Great Mills Court Associates Limited Partnership, by Tevis Margolis, on Nov. 23, 1982; the site plan aforementioned and described, being shown in detail on page S-1.

AS WITNESS the hands and seals of the parties hereto the day and year first above written:

Witness as to Baker:

Jeannette C. Dakin

Joseph P. Baker (SEAL)
JOSEPH P. BAKER

Witness:

Peter B. Crouch By

GREAT MILLS COURT ASSOCIATES LIMITED PARTNERSHIP
[Signature] (SEAL)

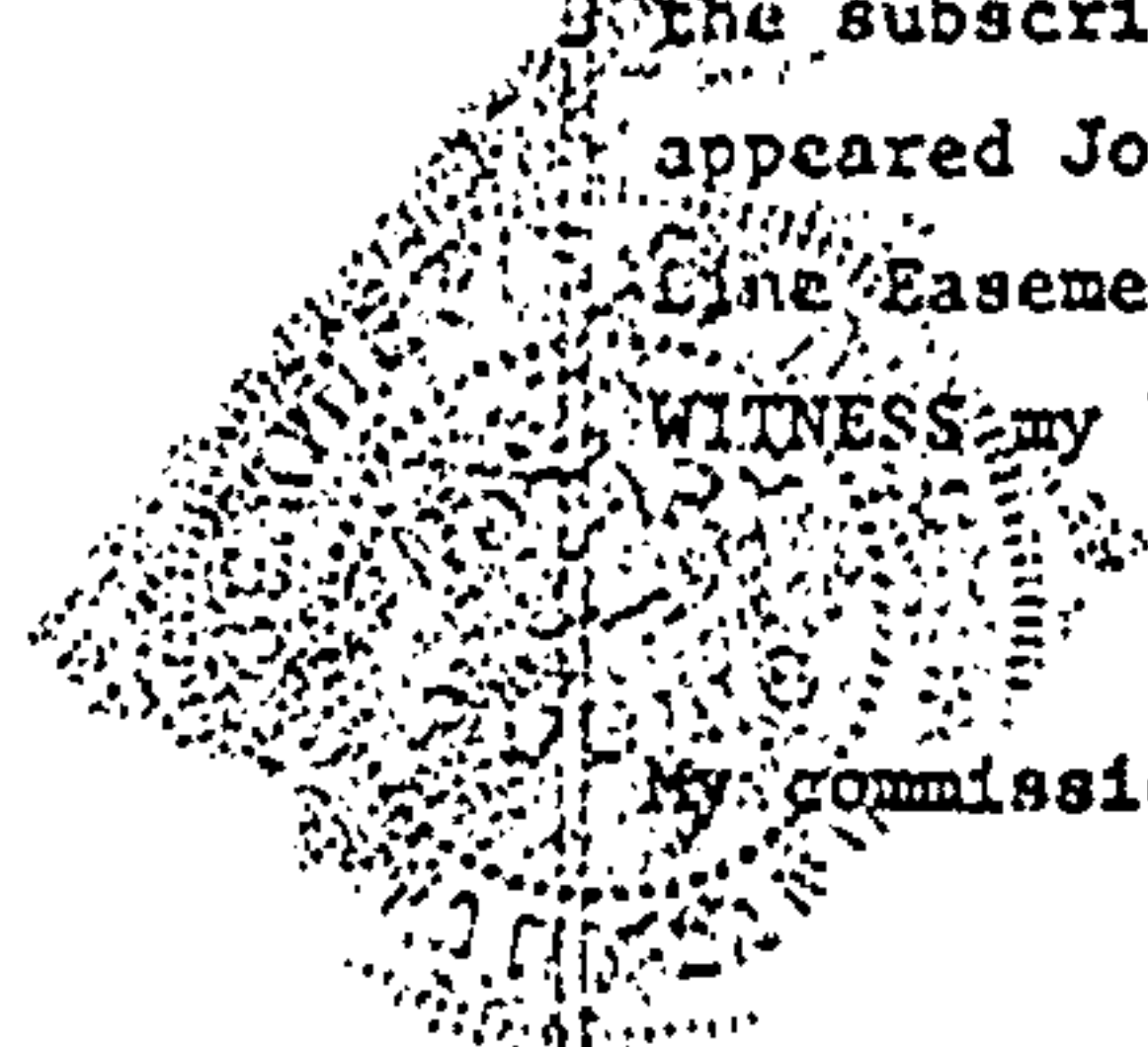
STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I Hereby Certify, that on this 5 day of May, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph P. Baker, and he acknowledged the foregoing Water and Sewer Line Easement to be his act.

WITNESS my hand and Notarial seal:

Jeannette C. Dakin
Notary Public

My commission expires: 7/1/86



STATE OF MARYLAND, P.G. County, TO WIT:

I Hereby Certify, that on this 10th day of June, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James T. Humphrey, Jr. of Great Mills Court Associates Limited Partnership, and he acknowledged the foregoing Water and Sewer Line Easement to be his act.

WITNESS my hand and Notarial seal:

Gladys M. Murrell
Notary Public

My commission expires: 7-1-86

Ret. Phil Darrow JUL 13, 1983

MARY R. BELL, CLERK

EASEMENT AGREEMENT

JUL 13-83 * 21674 *****00
JUL 13-83 B #21674 *****00
TIME 3:24 P.M.
MARY R. BELL, CLERK
ST. MARY'S CO.

THIS EASEMENT AGREEMENT, Made this 21ST day of JUNE, 1983, by and between John C. Gana and Susan E. Gana, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Peter P. Pappas, et ux., dated December 15, 1976, and recorded among the Land Records of St. Mary's County in Liber DBK No. 265, folio 139.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTORS described as Lot 19 and the easterly 50' of Lot 20 in the subdivision known as Woodland, Section 1, as per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber CBG 6, folio 7, said strip running parallel to and binding upon the front property line of Lot 19 and the easterly 50' of Lot 20 for the entire length thereof, said front property line being also the right-of-way line of Barefoot Drive (60' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

LBER 003 PAGE 137

[Signature]

John C. Gana (SEAL)
John C. Gana
Susan E. Gana (SEAL)
Susan E. Gana

Attest: Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF CALIFORNIA, County of SAN DIEGO, to-wit:
I HEREBY CERTIFY, That on this 21ST day of JUNE, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN C. AND SUSAN E. GANA,
the GRANTOR named in the foregoing instrument and acknowledged it to be
act.

AS WITNESS my hand and Notarial Seal.

George A. Powell
Notary Public
LCDR USN

My Commission Expires: INDEFINITE

STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1983,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____,
the GRANTOR named in the foregoing instrument
and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

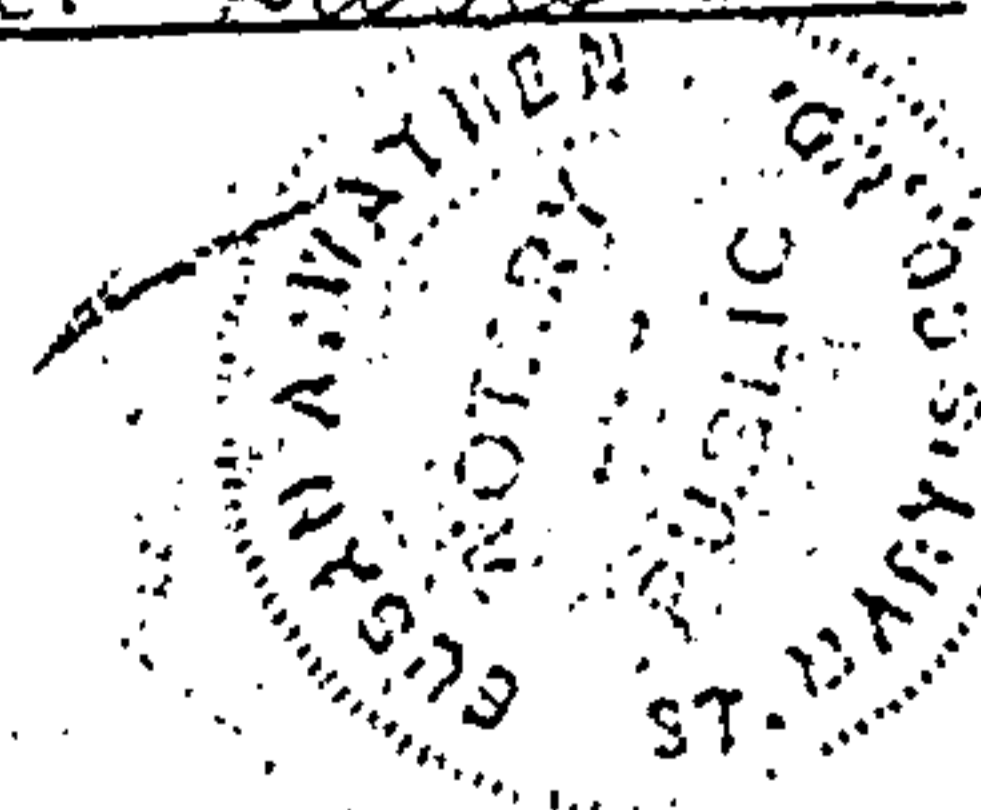
Notary Public.

My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 7th day of July, 1983
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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



MARY B. BELL, CLERK

Ret. Phil Darsney JUL 13 1983

TIME 3:27 P. M.
MARY R. BELL CLEAR
ST. MARY'S CO.
JUL 13-83 * 21675 *****.00
JUL 13-83 B #21675 *****.00

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and
Great Mills Court

Associates, Limited Partnership,
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 No. 8 and
Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Lot Numbered 3, containing 3.624 acres, as shown on a Composite Plat, prepared by Lorenzi, Dodds, & Cunnill, Inc., Engineers, dated December 14, 1982, bearing Contract No. 823115-B, and and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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 statements to be included as Exhibits A & B 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 Exhibits ASB 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 deemed 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: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

(*) or any part thereof,

WITNESS the hands and seals of the parties hereto, this _____ day of _____, 1983.

ATTEST:

Antioch Crowl
Secretary
ATTEST: Chancy Wilson

GREAT MILLS COURT ASSOCIATES LIMITED
PARTNERSHIP
By: John F. Weatherby, Inc.
By: John F. Weatherby, Executive Vice-President, General Partner.

ATTEST:

Steven L. King
Secretary, Steven L. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor
Chairman, Francis E. Taylor

STATE OF Maryland, COUNTY OF County, to-wit:

I HEREBY CERTIFY that on this 12th day of April, 1983, before the subscriber, a Notary Public in and for the County of Howard aforesaid, personally appeared JOHN F. WEATHERBY who acknowledged himself to be the Executive Vice-President of Great Mills Court Associates, Inc., a corporation, and that he, as such Executive Vice-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 Great Mills Court Associates, Inc.

Witness my hand and Notarial Seal.

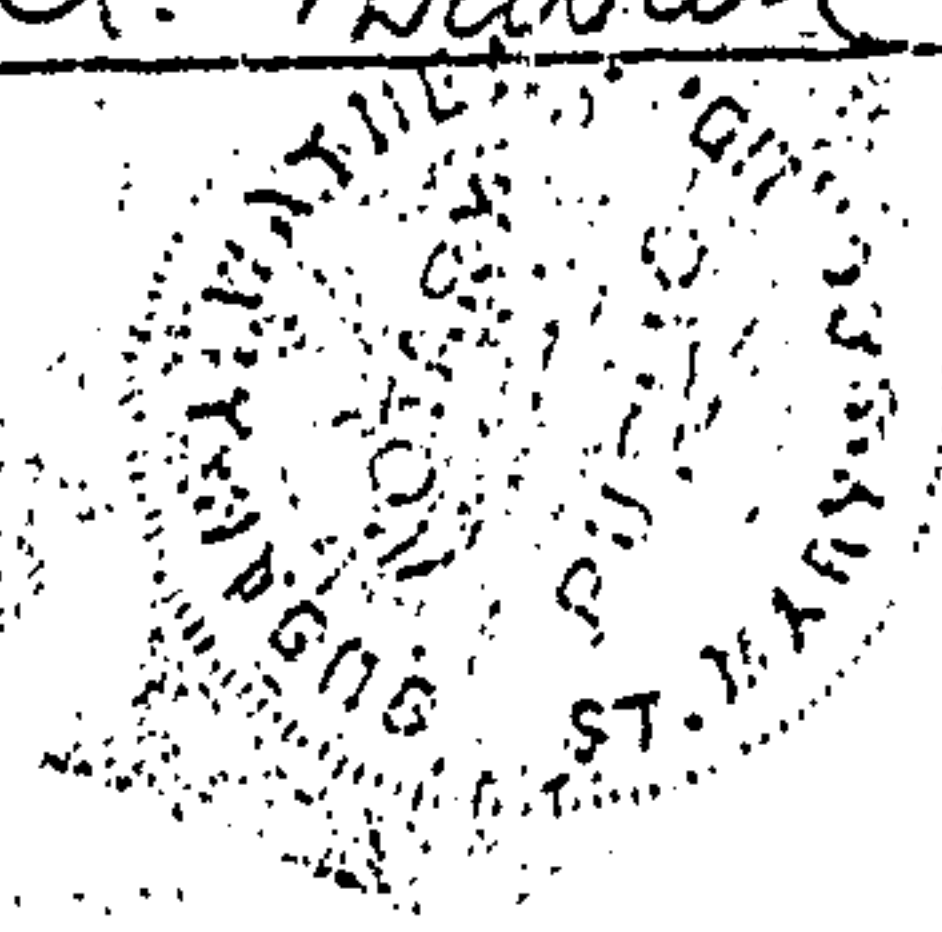
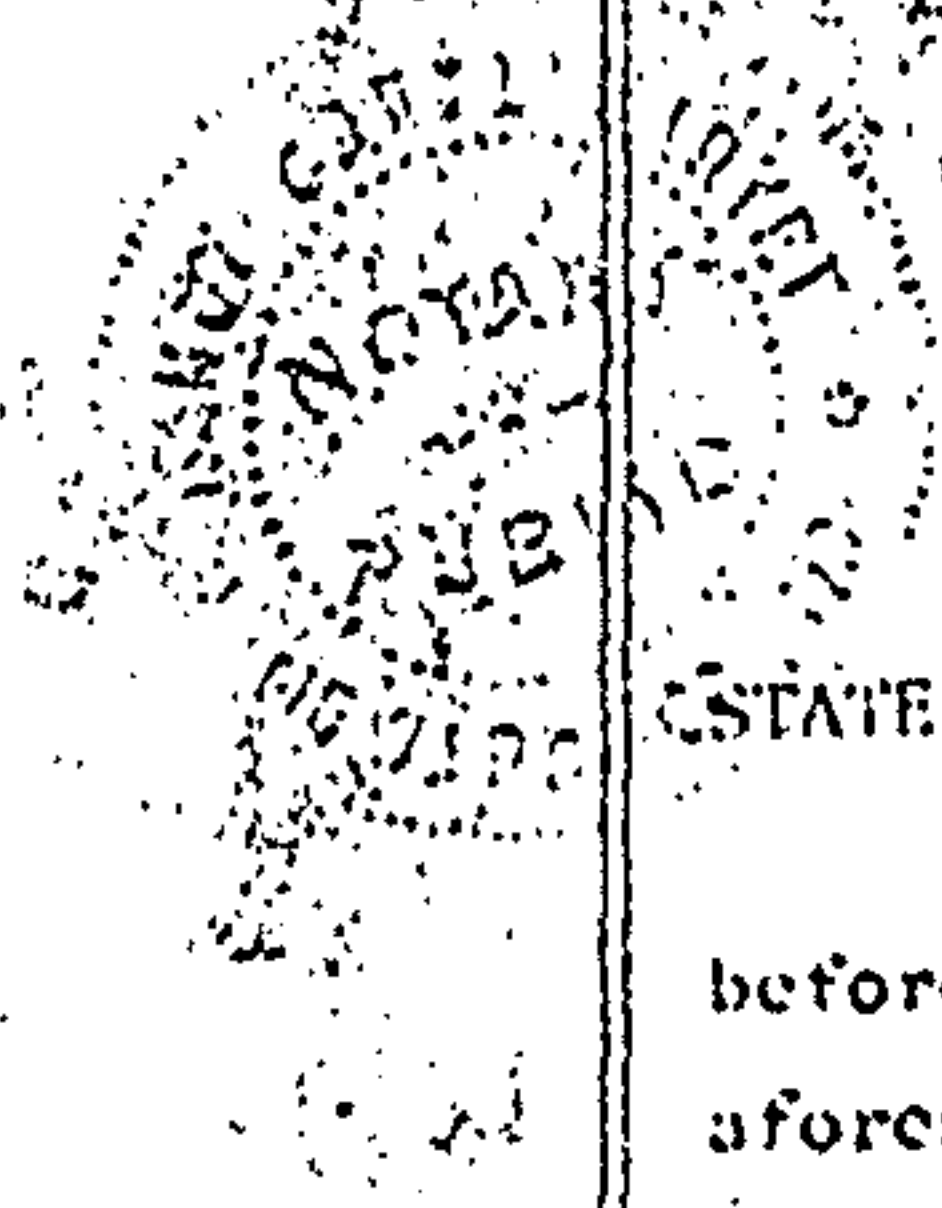
Francis E. Taylor
Notary Public

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

I HEREBY CERTIFY that on this 7th day of July, 1983, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor, Chairman, of St. Mary's County Metropolitan Commission, and as such Chairman and and on behalf of said Commission, did acknowledge the foregoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

Susan A. Nathan
Notary Public.



STATEMENT OF PROPOSED WATER FACILITIES AND PHASING

Project Name: Great Mills Court Total No. of Phases: 1
Developer: Great Mills Court Associates Limited Partnership

Phase I

Plat Ref.: Great Mills Court # of Lots to be Served: 44 apartments

Projected Const. Start Date:

Projected Const. Completion Date:

Facilities to be Constructed*: 700 feet of 8-inch water in Lexwoods Drive, 420 feet of 8-inch water main on site, 2-inch services with meter settings for four apartment building groups

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: JEJ (Initials)

Developer: JQ TA (Initials)

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: Great Mills Court Total No. of Phases: 1

Developer: Great Mills Court Associates Limited Partnership

Phase I

Plat Ref.: Great Mills Court # of Lots to be Served: 44
apartments

Projected Const. Start Date: _____

Projected Const. Completion Date: _____

Facilities to be Constructed*: 850 feet of 8-inch sewer in Lexwoods Drive, 600 feet of
8-inch sewer on site, 6-inch services for four apartment building groups.

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 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: JE
(Initial)

Developer: JD TM
(Initial)

Ret. Phil Dawsey

JUL 1983

MARY B. BELL, CLERK

EASEMENT AGREEMENT

AUG -5-83 * 23105 *****00
AUG -5-83 A 23105 *****00

THIS EASEMENT AGREEMENT, Made this 7th day of July, 1983,
by and between Robert S. Mayer, Jr. and Mary Louise Mayer, his wife
GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTORS are the owner of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described as follows: Lots numbered 2 and 3, in
Section 1 of Greenview Knolls Subdivision as per Plat of
thereof recorded among the Land Records of St. Mary's County in (subdiv. or re-subdiv.)
Plat Liber CBG No. 3, folio 81, and Plat Liber CBG.No. 4, folio 10.

WHEREAS, GRANTEE has planned for and will construct certain extensions
of public sanitary sewers and/or sewer force mains and appurtenances thereto,
hereafter "Facilities", in the Sanitary District, and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during the construction of the Facilities and the restoration work
thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTORS do hereby grant, remise,
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTORS hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to the
construction of the Facilities, that is to say:

All that strip of land ten feet (10') wide lying west of, parallel
to, and running and binding upon the westerly right-of-way line of
Chancellors Run Road (formerly Horsehead Road) and across Lot 2 and part
of Lot 3, and Lot 3, Greenview Knolls Subdivision, Section No. 1, which
lots are shown on Plats of the Subdivision recorded in the Plat Records
of St. Mary's County in Plat Liber CBG No. 3, folio 81, and Plat Liber
CBG No. 4, folio 10, and

A parcel of land 25 feet by 25 feet on the aforesaid Lot 2 adjacent
to the common line of Lot 3 and binding on the westerly right-of-way
line of Chancellors Run Road.

GRANTORS do hereby authorize and permit the GRANTEE, its agents,
employees, and representatives, to enter upon said land, to clear and remove
obstructions wherever necessary and to use the same for the purposes stated;
provided, however, that following completion of construction, GRANTEE hereby
agrees that it will cause to be removed from said property all debris, surplus
materials, and construction equipment and will, to the extent reasonably possible
restore the area used to a condition not inferior to that existing prior to
such entry and use, including, as the case may be, reseeding of lawn areas,
replacement of shrubs, fences, mail box posts, and repair of any paving damaged
by the construction.

GRANTORS hereby agree not to erect any structure upon or otherwise use
the aforesaid strip of land in any manner or for any purposes which will
obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It
is hereby agreed that the right, privilege, and easement for temporary construc-
tion use granted herein shall cease and terminate upon the completion of con-
struction, final inspection, and the approval by the GRANTEE of the removal and
restoration work hereinabove referred to.

LIBER 003 PAGE 144

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Mary Lou Mayer

Robert S. Mayer, Jr. (SEAL)
Robert S. Mayer, Jr.

Mary Lou Mayer

Mary Louise Mayer (SEAL)
Mary Louise Mayer

Attest:

Francis E. Taylor

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 7th day of July, 1982 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert S. Mayer, Jr. Mary Louise Mayer the GRANTOR named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Sharon G. Anderson
Notary Public.

My Commission Expires: _____

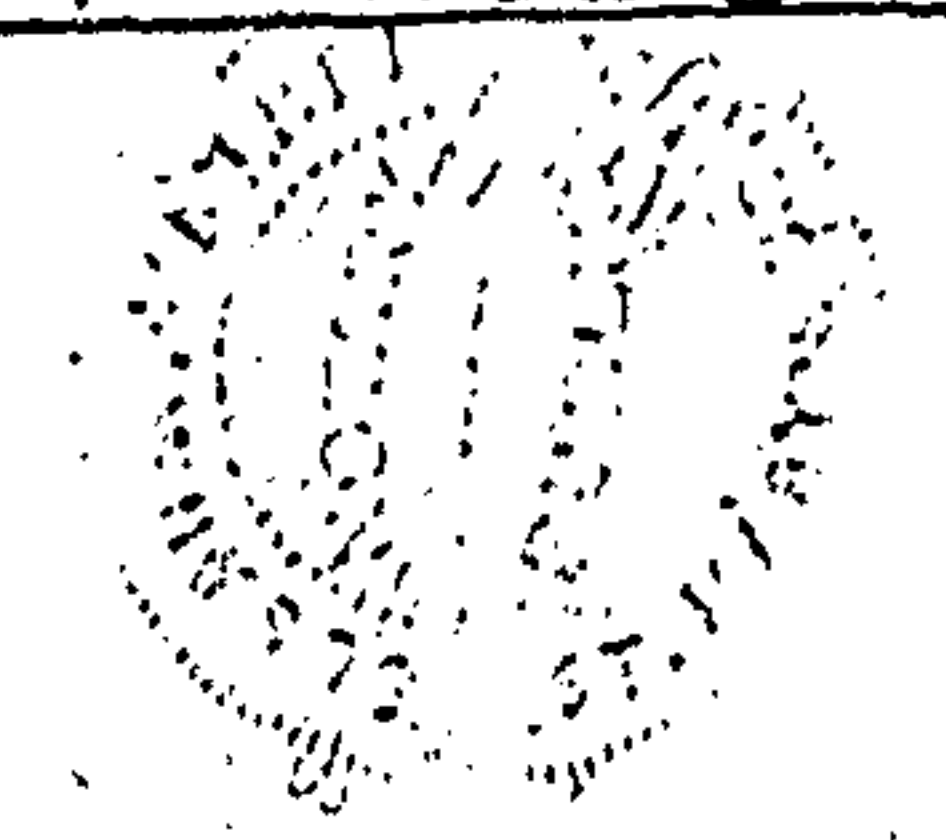
STATE OF Maryland, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 14th day of July, 1982 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, Chairman, the ~~GRANTOR~~ named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86



Let: Phil Dorsey

8-5-83

MARY R. BELL, CLERK

LIBER 003 PAGE 145

TIME 11:12 A. M.
MARY E. BELL CLINE
ST. MARY'S CO.

AUG -5-83 * 23106 *****00
AUG -5-83 A #23106 *****00

PUBLIC WORKS AGREEMENT

AGREEMENT, Made this 29th day of July, 1983, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter COMMISSION, and CHARLES E. WISE, SR. and SUSAN E. WISE, his wife, hereinafter OWNERS.

WHEREAS, COMMISSION is responsible for all water and sewerage projects in St. Mary's County and in the Pine Hill Run Sanitary District No. 8 of said County, and

WHEREAS, OWNERS have established and intend to operate a multi-use water system for a minor subdivision within said Sanitary District, being located upon real property of which they are seised; namely, Lots Nos. 1 thru 7 in the Subdivision called and known as "Knotts Landing" as per Plat thereof to be recorded among the Land Records of St. Mary's County, Maryland, and is all and the same property referred to in Deed from J. Irving Knott and Hazel T. Knott to the OWNERS herein, and recorded in the aforementioned Land Records in Liber MRB No. 114, folio 240, and

WHEREAS, the OWNERS and the COMMISSION desire to ensure a continuing adequate and safe supply of potable water to the users of the OWNERS multi-use water system, and

WHEREAS, the OWNERS recognize their obligation to provide this water supply,

NOW, THEREFORE, In consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The COMMISSION will perform laboratory testing on samples of potable water brought by the OWNERS to the Commission's laboratory at the Pine Hill Run Wastewater Treatment Plant, said sampling and testing to be done once each month or at such other frequency as required by the St. Mary's County Health Department. Samples will be tested for the presence of coliform bacteria and a report thereon rendered to the OWNERS.

2. For said laboratory service furnished by the COMMISSION, the OWNERS shall pay to the COMMISSION the sum of Twenty Dollars (\$20.00) for each test performed. A statement will be rendered to the OWNERS with each report of a completed test.

3. The OWNERS shall, at their expense, maintain and operate all water supply facilities located upon their property in accordance with all applicable State and local regulations.

4. The OWNERS agree that should the St. Mary's County Health Department determine at any time that the water system is not being maintained and operated in a manner that will ensure a healthful water supply and that corrections when and if directed by the St. Mary's County Health Department are not promptly and satisfactorily made, that the St. Mary's County Health Department may request the COMMISSION to make the necessary corrections at the expense of the OWNERS. Such corrective work, if needed, would be performed by the COMMISSION's forces or by a registered plumber or other contractor as deemed appropriate by the COMMISSION and the OWNERS expressly agree that the COMMISSION shall have access to the OWNERS' property to make the necessary corrections.

5. The OWNERS agree that they will pay the COMMISSION promptly for any such corrective work upon receipt of a statement from the COMMISSION.

WITNESS the hands and seals of the parties hereto:

Charles E. Wise, Sr. (SEAL)
Charles E. Wise, Sr., Owner

Susan E. Wise (SEAL)
Susan E. Wise, Owner

Attest: Steven J. King
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor
Francis E. Taylor, Chairman

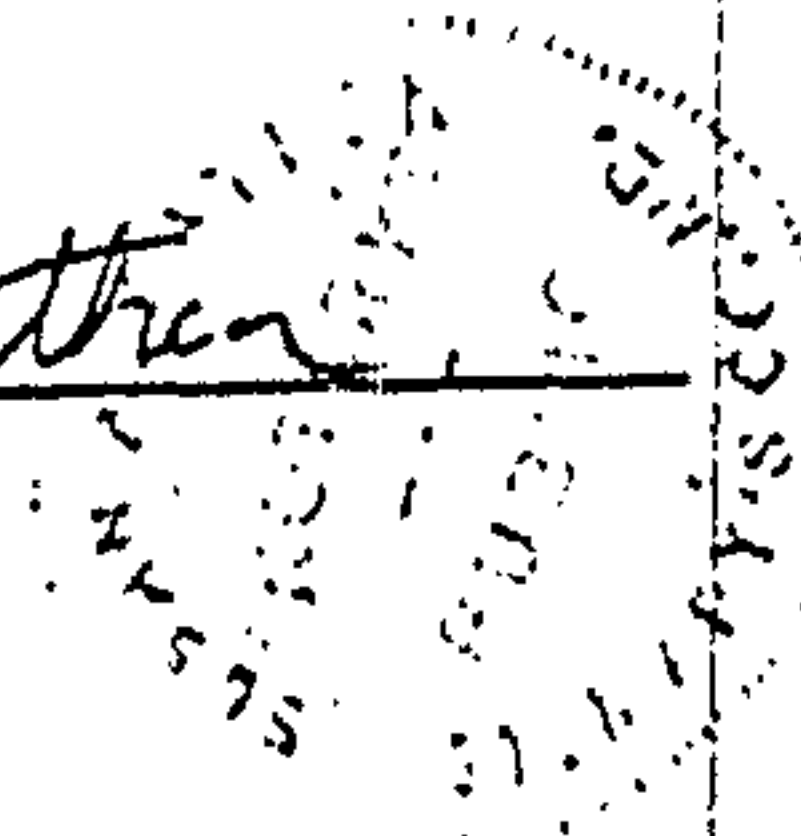
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 29th day of July, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES E. WISE, SR., and SUSAN E. WISE, the OWNERS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Susan A. Watten
Notary Public

My Commission Expires: 7-1-86



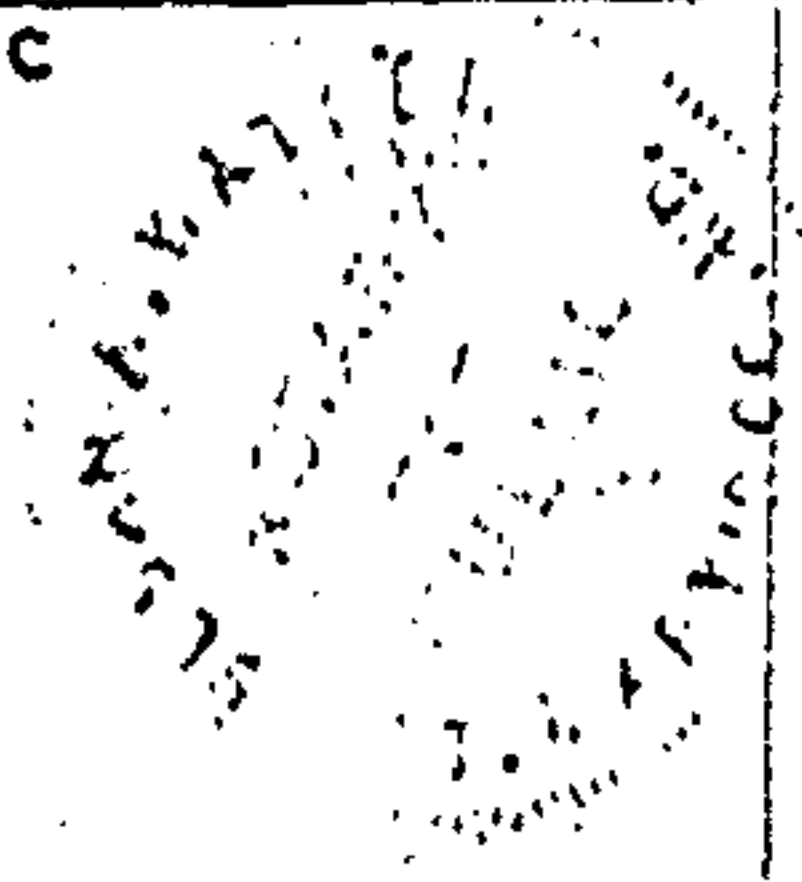
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 29th day of July, 1983, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Watten
Notary Public

My Commission Expires: 7-1-86



Ret. Phil Dorsey

8-5-83

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

10:51AM09/31/83A METCOM \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission, and OLIVER R. GUYTHER, 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 known and described as Parcels B-1 and B-2 and as shown on a preliminary unrecorded Plat entitled "Resubdivision North Indian Creek Estates, Parcel B and Lot 19", dated April, 1981 and prepared by Lorenzi, Dodds & Gunnill under their contract number 803369, 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 approval 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, leased, or rented 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 binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

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

June, 1983.

Attest:

Steven I. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By:

Francis E. Taylor
Francis E. Taylor, Chairman

Witness:

Alice Mason

Oliver R. Guyther
Oliver R. Guyther

EXHIBIT A

USD 003 149

WATER INDIAN CREEK CENTRAL WATER

Phase I: To be completed by 9/15/83

- a) Drilling of one (1) 4" artesian well and installation of pump as recommended by well driller; said well and pump to be located on northern boundary of Lot # 6 (Parcel B-2) as shown on survey of recorded plat prepared by Lorenz, Dodds and Gemmill, Inc., titled "Resubdivision North Indian Creek Estates, Parcel B and Lot 19" dated April 3, 1981, Fifth Election District of St. Mary's County, Maryland.
- b) Construction of 8" P.V.C. water line to serve Lots 1, 2, 3, 4, 5, 7, 8, 9, 10 and 11, which line shall be placed within the fifty (50) foot right of way which runs from Mohawk Drive to (Parcel B) Lot #6, and which line shall run approximately 700 feet from the northern boundary of Lot #6 to the southern side of Mohawk Drive; said line to have feeder lines into each lot.
- c) Install 2/ ^{Model 252} pressure tanks to be tied into well.

Phase II: To be completed within 180 days after the St. Mary's County Health Dept. approves of "on site" sewerage disposal for 36 multi-family units to be constructed on Lot #6 (Parcel B-2); which Lot #6 contains approximately 8 acres, and which Lot 500-19A, has an additional 2 acres for supplementary sewerage disposal.

In the event Developer is unable to tie the facilities constructed under Phase I into the McKay existing water system, then, and in that event:

- a) Construct a 6" artesian well on Lot #6, and installation of pump as recommended by well driller; said second well is to be tied to the first well as constructed in Phase I hereinabove.
- b) Said second well is to serve as a back-up well, and the two wells are to serve the ten commercial lots and the 36 multi-family units.
- c) To provide above ground water storage of 10,000 gallons to feed a 3000 gallon hydromatic pressure tank.
- d) To construct a well house on a parcel of land containing a minimum of thirty by forty feet to house the pressure tank, pumps, and necessary controls for said system, agreeing to deed said parcel of land to the Metropolitan Commission and to provide a reasonable access to and from said parcel.

June 27, 1983

Oliver E. Guyther
Oliver E. Guyther
P.O. Box 272, Leonardtown, Md. 20638
(301) 475-5581

Ret: Phil Dorsey 8-31-83 Mary Bell
Clerk

AGREEMENT FOR FUNDING CONSTRUCTION

of a

SEWER SERVICE LINE TO NON-ABUTTING PROPERTIES 12-25-11702/83A METCIN \$0.00

AGREEMENT, Made this 21st day of October, 1983, by and between Roger L. Edmondson and Sallie A. Edmondson, Harry Donald McCarthy and Frances B. McCarthy, his wife, Robert W. Paul, Jr. and Susan Geeson Paul, his wife, Robert W. Paul Sr. and Grace D. Paul, his wife, and Edward T. Weiland and Lucy K. Weiland, his wife, hereinafter referred to collectively as OWNERS unless the context requires naming any one or more of them individually, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter referred to as COMMISSION.

WHEREAS, COMMISSION is a public agency with jurisdiction over water supply and sewerage systems in Pine Hill Run Sanitary District No. 8 of St. Mary's County, and

WHEREAS, OWNERS are seised and possessed of certain parcels of land, with improvements, located in said Sanitary District, but which do not abut upon a public sewer owned and operated by the Commission, all of said parcels being in need of public sewer service due either to failure, or incipient failure, of existing septic systems, and

WHEREAS, COMMISSION finds it feasible to construct a sewer service line from the public sewer in Town Creek Drive in order to provide service to the several properties, and is willing to undertake this construction, provided the covenants and agreements herein are complied with by the OWNERS and by each of them individually.

NOW, THEREFORE, in consideration of the sum of Four Thousand Eight Hundred (\$4,800.00) Dollars to be paid by OWNERS to COMMISSION as hereinafter set forth, it is agreed between the parties as follows:

1. On or before the execution of these presents by OWNERS, a minimum of twenty-five percent (25%) of Four Thousand Eight Hundred (\$4,800.00) Dollars shall be paid by OWNERS to COMMISSION as per the following schedule and in the amounts set opposite their several names.

(a) Roger L. and Sallie A. Edmondson	\$ 300.00
(b) Harry D. and Frances B. McCarthy	300.00
(c) Robert W., Jr., and Susan G. Paul, and Robert W., Sr., and Grace D. Paul	300.00
(d) Edward T. and Lucy K. Weiland	300.00
	<hr/>
	\$1,200.00

2. Owners (a)(b)(c) and (d) above will each have a balance due the COMMISSION of Nine Hundred (\$900.00) Dollars, which shall be paid by said OWNERS (a)(b)(c) and (d) in equal monthly principal installments of Seventy-five (\$75.00) Dollars each, plus interest at one and one-half percent (1½%) per month. COMMISSION shall bill said OWNERS for each monthly installment, including interest, and said bills shall be due and payable when rendered.

3. Any of the OWNERS named above may pay off their respective balance, or part thereof, plus accumulated interest to date of payment. Partial payments in advance by any OWNER named in (a), (b), (c), and (d) shall not be less than Seventy-five Dollars (\$75.00).

4. Upon receipt of the total \$1,200.00 payment from OWNERS set forth in Paragraph Numbered 1 above, the COMMISSION shall execute this agreement and thereafter proceed to the design and construction of a six-inch (6") sewer service line from the existing public sewer in Town Creek Drive to a point on the property of ^{Roger L. Edmondson and} Sallie A. Edmondson approximately five feet (5') west of its common boundary with the property of the Weilands.

5. OWNERS agree to convey to COMMISSION a fifteen-foot (15') wide perpetual easement across as many of their respective properties as is necessary to provide sewer service to all, plus a temporary construction easement adjacent to the permanent easement. OWNERS covenant and agree that unless all necessary permanent and temporary easements necessary to the construction of the six-inch (6") sewer service line are obtained by COMMISSION within a reasonable time after execution of these presents, whether from any named OWNER, or from any person or entity on the route of the sewer service line, then this agreement shall be null and void at the option of COMMISSION. In that event, monies paid by OWNERS shall be returned, less administrative and engineering costs incurred by the COMMISSION up to its exercise of the option.

6. The sewer service line shall be designed to adequately serve the existing properties of the OWNERS and OWNERS hereby agree that all properties shall be classified, and when the final connection is made, the property owner and the property, for all rates, charges, and benefits shall stand in every respect in the same position as if the property abutted upon the said public sewer now existing in Town Creek Drive.

7. All OWNERS shall construct a building service line from the residence to be served to the tap-in point on the Sewer Service Line constructed by the COMMISSION within the perpetual easement on their respective properties.

8. COMMISSION and the OWNERS understand and agree that the consideration recited herein is based upon an engineering estimate of the cost of construction, including design costs and administrative overhead. Upon completion of construction, the actual cost, including design and overhead, shall be computed. Should actual cost exceed or be less than the consideration named herein, then a pro-rata adjustment for each of the named OWNERS shall be made accordingly.

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.

Witness:

Francis B. McCarthy
Mary Lee Hayden
Harry E. Knight
Harry E. Knight

Harry O. McCarthy (SEAL)
Harry O. McCarthy
Francis B. McCarthy (SEAL)
Francis B. McCarthy
Robert W. Paul, Jr. (SEAL)
Robert W. Paul, Jr.
Susan Geeson Paul (SEAL)
Susan Geeson Paul

LIBER 003 PAGE 152

Witness: Edward T. Weiland
Lucy K. Weiland
Deborah D. Gayer
Deborah D. Gayer
Harry E. Knight
Harry E. Knight

Roger L. Edmondson (SEAL)
Roger L. Edmondson
Sallie A. Edmondson (SEAL)
Sallie A. Edmondson
Robert W. Paul, Sr. (SEAL)
Robert W. Paul, Sr.
Grace D. Paul (SEAL)
Grace D. Paul
Edward T. Weiland (SEAL)
Edward T. Weiland
Lucy K. Weiland (SEAL)
Lucy K. Weiland

Attest:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. King

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 13th day of September, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Roger L. Edmondson and Sallie A. Edmondson OWNERS, named in the foregoing
instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY That on this 13th day of September, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Harry D. McCarthy and Frances B. McCarthy, his
wife, OWNERS, named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
Notary Public.

My Commission Expires: 7-1-86

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

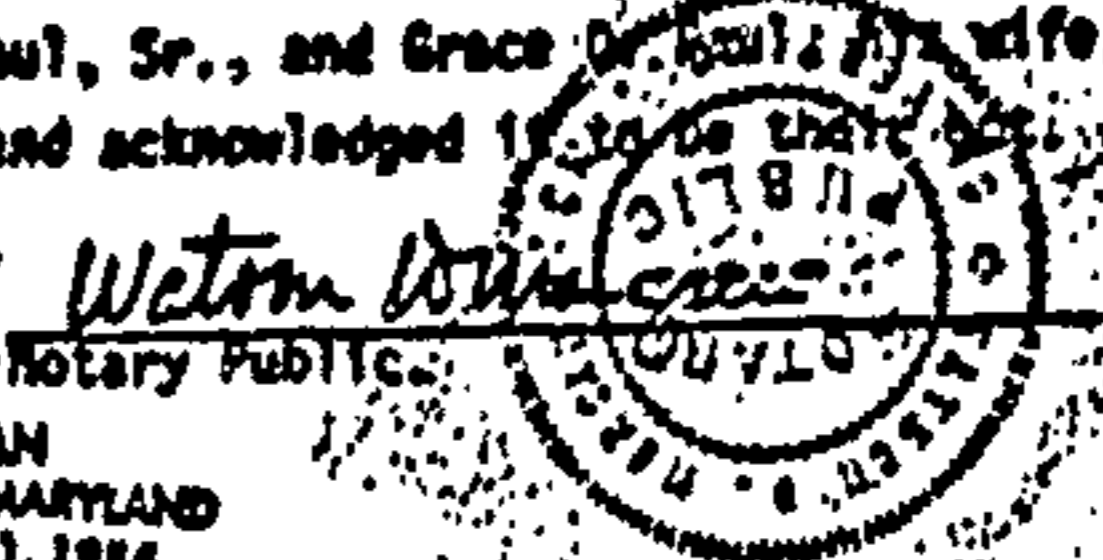
I HEREBY CERTIFY That on this 3rd day of January, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert W. Paul, Jr., and Susan Geeson Paul, his
wife, OWNERS, named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. Susan A. Wathen
Notary Public.

My Commission Expires 7-1-86

LIB 003 No. 153

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 1st day of October, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert W. Paul, Sr., and Grace D. Paul, his wife,
OWNERS, named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal.



My Commission Expires: WATSON D. MORGAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 2, 1986

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 15th day of March, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Edward T. Welland and Lucy K. Welland, his wife
OWNERS, named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal.

Susan A. Nathan
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 21st day of October, 1983,
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Nathan
Notary Public.

My Commission Expires: 7-1-86



Del: Phil Dwyer 11-2-83 Mary B. Bell
Clerk

888

PUBLIC WORKS AGREEMENT

11:25AM 12/16/83A METCOM \$0.00

AGREEMENT, MADE THIS 17th, day of November, 1983, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (the "Commission"), and Patuxent Associates Limited Partnership, a Maryland limited partnership (the "Owners").

WHEREAS, Commission is responsible for all water and sewer projects in St. Mary's County, Maryland, (the "County") and in the Pine Hill Run Sanitary District No. 8 of the County, and

WHEREAS, Owners are constructing an office building on a tract of land situated in said Sanitary District and binding upon the northbound lane of Maryland Route 235 as described in a Deed to the Owners from Leighton E. Johnson and Marvin C. Franzen, and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. MRB 145, at Folio 132.

WHEREAS, in order to provide adequate sewer 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 pipes therein (hereinafter Facility), across and under the lanes of Maryland Route 235, at their sole expense, from the aforesaid property of Owners to the Commissions Three Notch Road Interceptor.

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 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 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.

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.

LAW OFFICES-REICHEL, RUSSEBAUM & BROWN

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(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 235 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.

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 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 Pine Hill Run Sanitary District No. 8.

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:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Stuart J. King
Secretary

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

PATUXENT ASSOCIATES LIMITED PARTNERSHIP

[Signature]
Witness

By: [Signature] (SEAL)
Richard Rubin,
General Partner

STATE OF MARYLAND, County of Montgomery County, to-wit:

I hereby certify that on this 17th day of November, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard Rubin, and did acknowledge the foregoing instrument to be his respective act and deed.

Witness my hand and Notarial Seal.



Patricia L. Stogan
Notary Public

My commission expires: 7/1/86

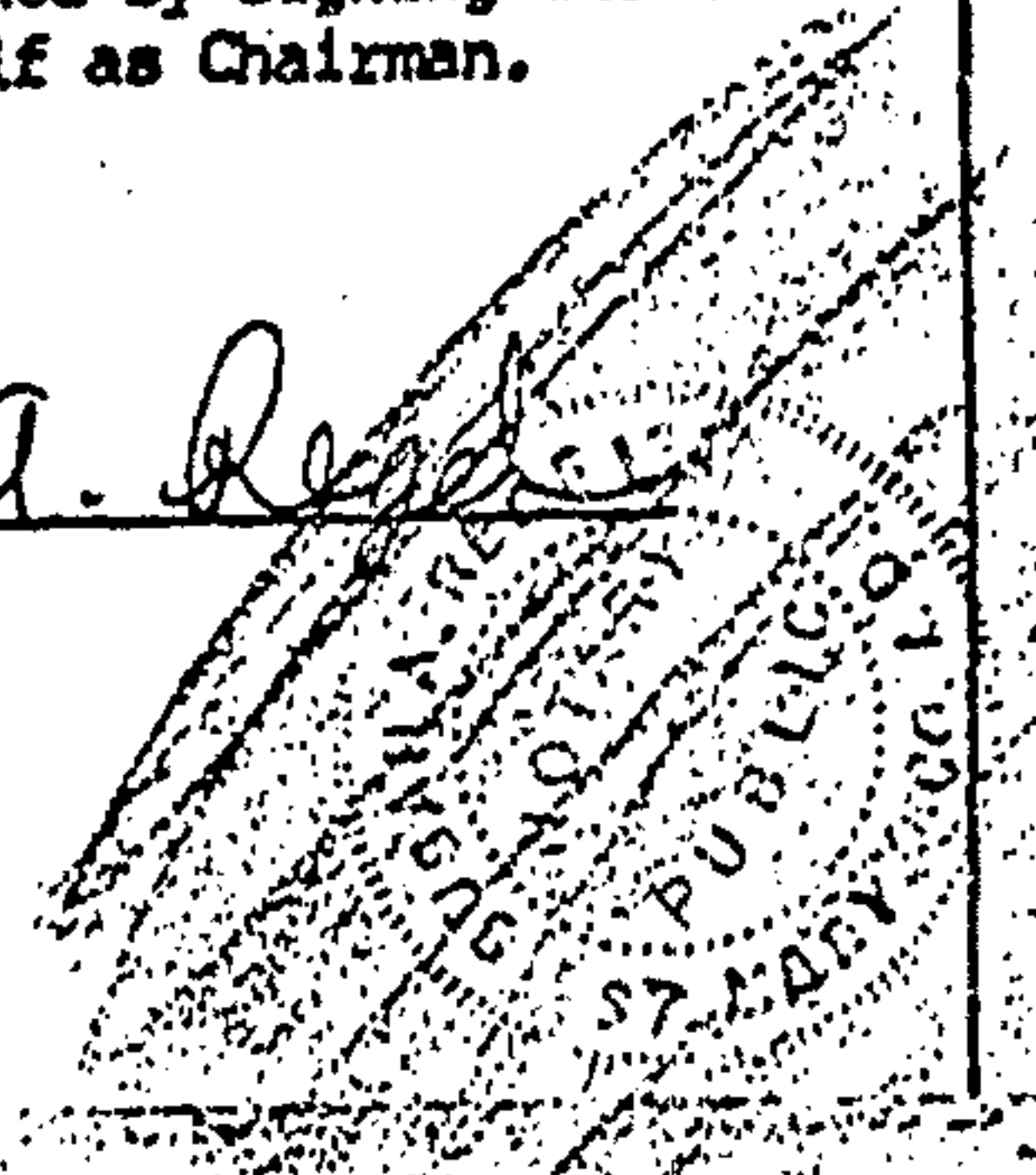
STATE OF MARYLAND, County of St. Mary's, to-wit:

I hereby certify that on this 6th day of December, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis C. 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 foregoing 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.

Susan A. Bell
Notary Public

My commission expires: 7-1-86



Del's Phil Dorsey

DEC 16 1983

MARY B. BELL CLERK

PUBLIC WORKS AGREEMENT

889

AGREEMENT, MADE THIS 17th, day of November, 1983, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (the "Commission"), and Patuxent Associates Limited Partnership, a Maryland limited partnership (the "Owners").

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WHEREAS, Owners are constructing an office building on a tract of land situated in said Sanitary District and binding upon the northbound lane of Maryland Route 235 as described in a Deed to the Owners from Leighton E. Johnson and Marvin C. Franzen, and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. MRB 145, at Folio 132.

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(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.

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ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven T. King
Secretary

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

PATUXENT ASSOCIATES LIMITED PARTNERSHIP

Richard Rubin
Witness

By: Richard Rubin (SEAL)
Richard Rubin,
General Partner

STATE OF MARYLAND, County of Montgomery County, to-wit:
I hereby certify that on this 17th day of November, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard Rubin, and did acknowledge the foregoing instrument to be his respective act and deed.
Witness my hand and Notarial Seal.

Monica L. Stegas
Notary Public

My commission expires: 7/1/86.

STATE OF MARYLAND, County of St. Mary's, to wit:
I hereby certify that on this 6th day of December, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis C. 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 foregoing 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.

Susan A. Regel
Notary Public

My commission expires: 7-1-86.

LAW OFFICES REICHEL, NUSSBAUM & BROWN

DEC 16 1983 MARY B. BELL

890

AGREEMENT, MADE THIS 17th, day of November, 1983, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (the "Commission"), and Patuxent Associates Limited Partnership, a Maryland limited partnership (the "Owners").

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LAW OFFICES-REICHEL, NUSSBAUM & BROWNE

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WITNESS THE DUE EXECUTION HEREOF.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Stewart S. King
Secretary

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

PATUXENT ASSOCIATES LIMITED PARTNERSHIP

[Signature]
Witness

By: [Signature] (SEAL)
Richard Rubin,
General Partner

STATE OF MARYLAND, County of Montgomery County, to-wit:

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Witness my hand and Notarial Seal.

Monica Steyer
Notary Public

My commission expires: 7/1/86.

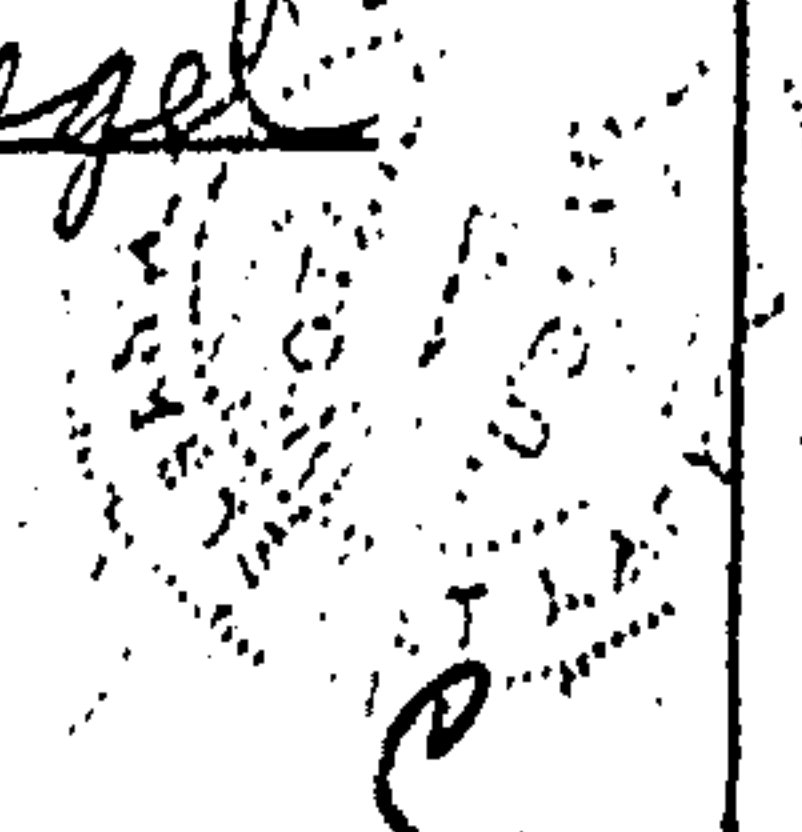
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Witness my hand and Notarial Seal.

Susan A. Regel
Notary Public

My commission expires: 7-1-86.



Act: Phil Anable

DEC 16 1983

MARY R. BELL CLERK

LAW OFFICES REICHEL, MUEBBAUM & BROWN

891

PUBLIC WORKS AGREEMENT

AGREEMENT, MADE THIS 17th day of NOVEMBER, 1983, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (the "Commission"), and Patuxent Associates Limited Partnership, a Maryland limited partnership (the "Owners").

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LAW OFFICES REICHEL, NUSSBAUM & BROWN

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LAW OFFICES-REICHELT, NUSSBAUM & BROWN

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ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. King
Secretary

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

PATUXENT ASSOCIATES LIMITED PARTNERSHIP

[Signature]
Witness

By: [Signature] (SEAL)
Richard Rubin,
General Partner

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Witness my hand and Notarial Seal.

Monica L. Steger
Notary Public

My commission expires: 7-1-86.

LAW OFFICES-REICHEL, NUSSBAUM & BROWN

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Witness my hand and Notarial Seal.

Susan A. Regel
Notary Public

My commission expires: 7-1-86.

Del: Phil Dorsey

DEC 16 1983 MARY R. BELL, CLERK

892

EASEMENT AGREEMENT LIBER 003 PAGE 166

THIS DEED OF EASEMENT AND AGREEMENT, Made this 5th day of December 1983, by and between Robert Carroll Dyson

_____ , and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Eleanor G. Vallandingham _____ , dated May 1, 1970 _____ , and recorded among the Land Records of St. Mary's County in Liber DBK No. 163 , folio 473 , the Easement granted hereby being described as follows:

A 15-foot wide permanent easement, the centerline of said easement beginning for the same at a point North 11°30'40" East, 183 feet approximately from the common front property corner of John R. Ivancik, Jr., as recorded in Deed Liber 141, Folio 358 and Robert C. Dyson as recorded in Deed Liber 163, Folio 473, and running through and binding on said Dyson property,

1. South 74°50'52" East, 40.00 feet, thence;
2. North 71°18'53" East, 81 feet approximately to the common property line of said Dyson property and Lot 500-1, Cedar Cove, Section One as recorded in Plat Liber DBK 7, Folio 19, and containing 1815 square approximately.

11:25AM 12/16/83A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Laura B. ...

Robert Carroll Dyson
Robert Carroll Dyson, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 5th day of December, 1983
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert Carroll Dyson
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY That on this ___ day of _____, 198 ,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 6th day of December, 1983,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

Albi Phil Dwyer

ALBI G. GELL, CLERK

893

THIS EASEMENT AGREEMENT, Made this 7th day of December, 1983,
by and between Lois M. Hinkley and Wanda J. Smith

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 8 through 12, Block 2, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.

2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.

3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.

4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Lois M. Hinkley (SEAL)
Lois M. Hinkley, GRANTOR

Wanda J. Smith (SEAL)
Wanda J. Smith, GRANTOR

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

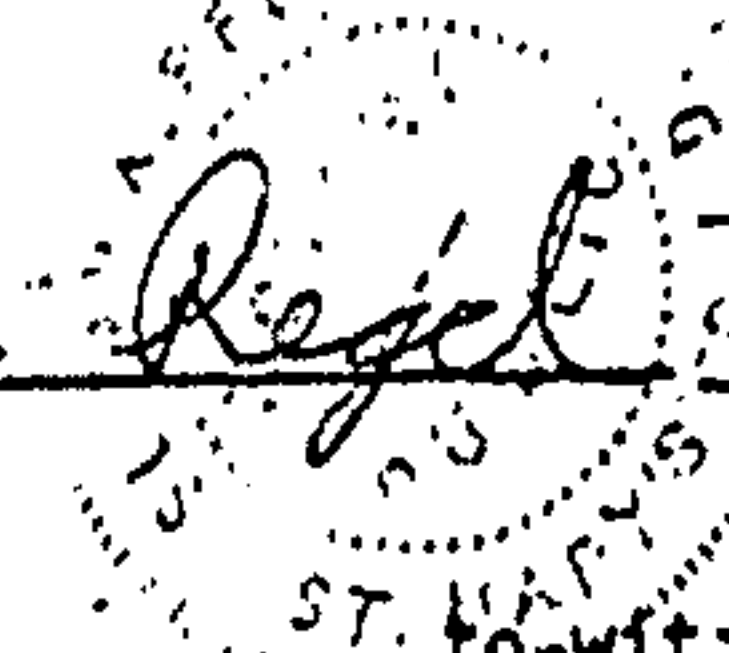
Steven L. King
Steven L. King, Secretary.

By: Larry K. Petty (SEAL)
Larry K. Petty, Director

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 7th day of December, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Lois M. Hinkley and
Wanda J. Smith, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Rejcek
Notary Public.



~~STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 198
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
_____, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.~~

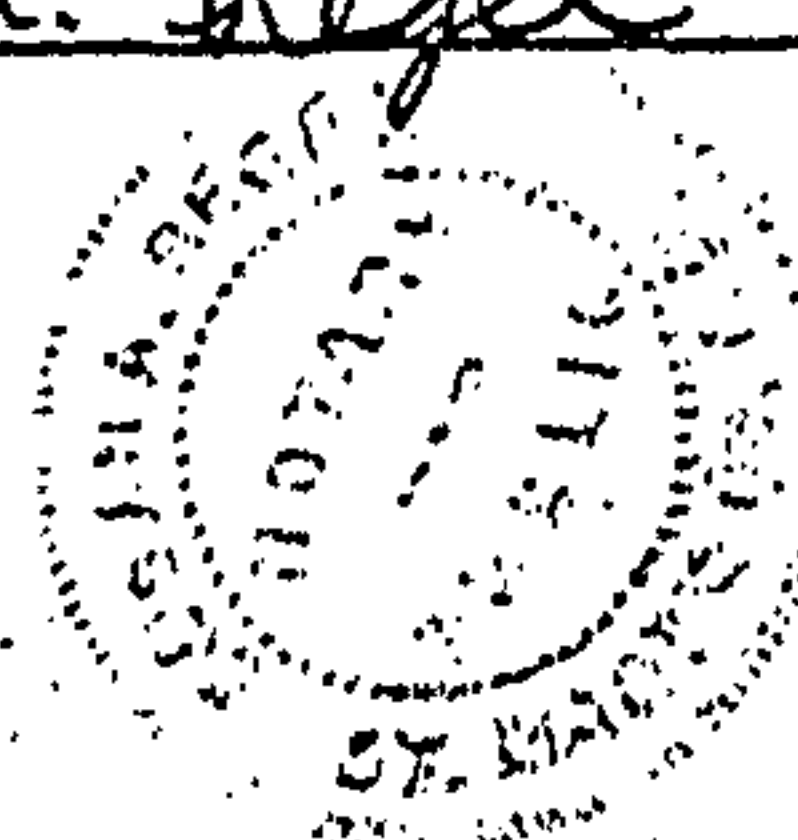
~~AS WITNESS my hand and Notarial Seal.~~

~~My Commission Expires: _____ Notary Public.~~

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 12th day of December, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Larry K. Petty, who acknowledged himself to
be Director 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 St. Mary's County Metropolitan Commission by himself as Chairman.

Witness my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Rejcek
Notary Public.



Del: Phil Dorsey

DEC 16 1983

MARY R. BELL, CLERK

167
AGREEMENT, Made this 29th day of December, 1983,
by and between St. Mary's County Metropolitan Commission, a body politic and
and Irving K. Jones,
corporate, hereinafter "Commission", and John Clifford, hereinafter "Developers".

WHEREAS, Commission is responsible for all public sewer and water projects
in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and

WHEREAS, Developer is proposing the development of a tract of land within
said Sanitary District, said tract being the remainder of the land particularly
described in a Deed to John Clifford from F. M. O'Neal, Inc. a body corporate,
dated June 19, 1978, and recorded among the land records of St. Mary's County,
Maryland in Liber MRB No. 035, folio 02, and

WHEREAS, said tract does not abut upon the Commission's water supply and
Developer has requested that a water line extension be constructed from Commis-
sion's water supply system to a point at or near the said property by means of
which it may be served, and Commission is willing to undertake such construction
or make suitable arrangements for the same, providing a substantial contribution
is made by the Developer toward the cost of such water line construction as pro-
vided in Section 113-9.J. of the Code of Public Local Laws of St. Mary's County,
and,

WHEREAS, Commission will provide engineering service, including design,
preparation of plans, specifications, advertisements, award, and inspection of
construction, all work necessary for an operational water extension, and the
cost of same shall become part of the total project cost.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the
premises and the mutual covenants and agreements herein expressed, Commission
and Developer agree as follows:

FIRST: Upon the execution of this Agreement by the parties, Commission
shall undertake the engineering services described above and shall prepare an
Engineer's estimate of the total cost of construction of the water extension,
including said engineering services and administrative overhead. Commission
shall notify Developer of the amount of this cost estimate, and should Developer
at this point choose not to proceed further with development of the tract as
described above and so notifies the Commission, then Developer shall reimburse
Commission for all engineering and administrative costs up to receipt of the
notice. Said reimbursement payment may be used as a credit against any future
resumption of the project, subject to any changes causing additional costs for
such engineering and administration.

SECOND: Developer, upon receipt of the cost estimate, shall thereupon
pay to Commission a sum equal to one-third (1/3) of said estimate, upon receipt of
which Commission shall proceed to advertise for bids and take all other neces-
sary steps leading to final award and commencement of construction of the water
line extension.

THIRD: Upon completion of construction, Developer's one-third (1/3) contribution shall be adjusted to reflect the actual costs incurred, including engineering, overhead, inspection, and any other applicable costs. Commission will refund any overpayment. Developer will pay any excess contribution made necessary if actual costs exceed the Engineer's estimate on which its original contribution was based.

FOURTH: Developer shall be responsible for the construction of all water and sewer facilities within the boundaries of the aforesaid property being developed. Developer shall not, however, commence any such construction prior to (1) entering into a Public Works Agreement with the Commission, and (2) issuance by Commission of a permit or permits for said construction.

FIFTH: Commission agrees that the total actual cost of the water line extension, for the purpose of computing Developer's adjusted contribution, shall be reduced by the cost of fire hydrant along the route of the water line extension.

SIXTH: Commission shall proceed with this project as provided herein; however, in the event that building permits and permits for water and sewer construction on Developer's property are issued prior to completion of the water line extension by Commission, Developer agrees to assume all responsibility and covenants and agrees to hold Commission harmless from any actions or claims for damages in the event Occupancy Permits cannot be issued for completed structures because the structures are not then served with water and/or sewer facilities.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

WITNESS the due execution hereof.

WITNESS:

Juliana M. Truitt

Irving K. Jones (SEAL)
John Clifford (SEAL)

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Marys, to-wit:

I HEREBY CERTIFY That on this 28th day of November, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Clifford and Irving K. Jones, Developers named in the foregoing instrument, and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Marys, to-wit:

I HEREBY CERTIFY That on this 29th day of December, 1983, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Del: Phil Dasey

JAN 2 1984 MARY R. BELL, CLERK

THIS DEED OF EASEMENT AND AGREEMENT, Made this 23rd day of December, 1983 by and between Frank Turner, Jr. and Mary H. Turner, his wife, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Curtis Payne and Dorothy Payne, his wife, dated December 11, 1962, and recorded among the Land Records of St. Mary's County in Liber No. 104, folio 181, the Easement granted hereby being described as follows:

Beginning for the same at a point North 31°09'57" East, 174. feet approximately from the common front property corner of Frank Turner, Jr., as recorded in Deed Liber 104, Folio 481 and Clyde R. Sharrock as recorded in Deed Liber 31, Folio 402 and running through and binding on said Turner property.

1. North 74°50'52" West 7.82 feet thence;
2. North 15°09'08" East 15.00 feet thence;
3. South 74°50'52" East, 12.18 feet to the property line of the said Sharrock property and running with binding on and adjacent to the said Sharrock property
4. South 31°19'57" West, 15.62 feet to the point of beginning and containing 150 square feet, more or less.

10:49AM01/12/84A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Norther, Southerly, and Westerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Lanier B. Lindsey

Frank Turner, Jr.
Frank Turner, Jr., Grantor

Lanier B. Lindsey

Mary H. Turner
Mary H. Turner, Grantor

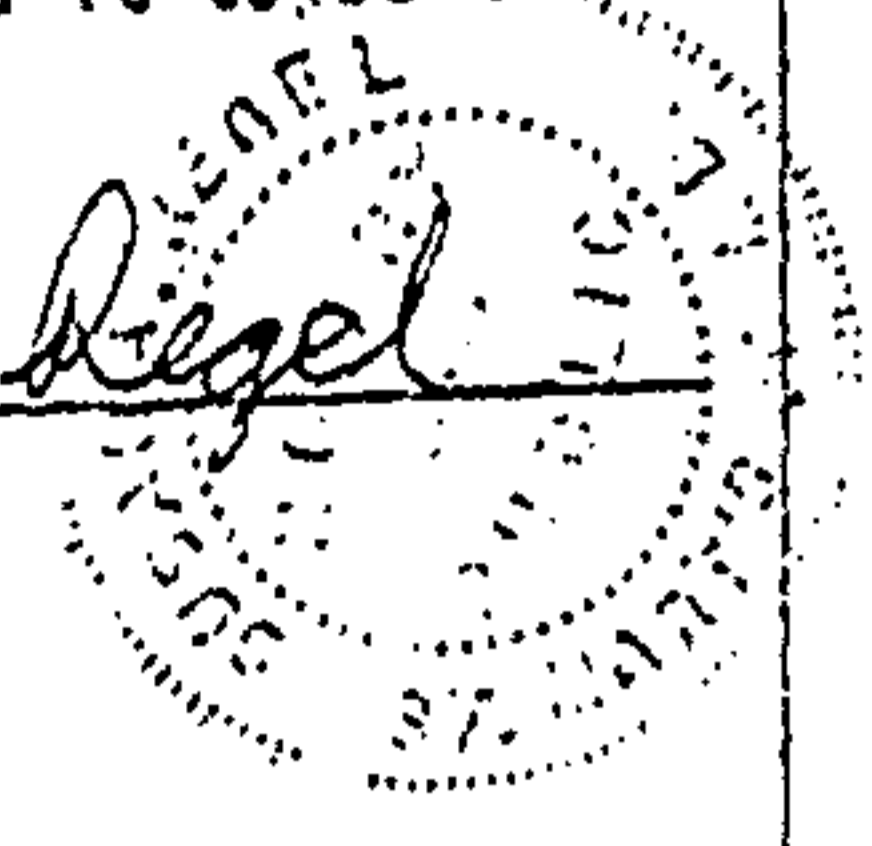
Attest: *Alton J. King*

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 23rd day of December, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Frank Turner, Jr. and Mary H. Turner, his wife,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86



STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this _____ day of _____, 198 .
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

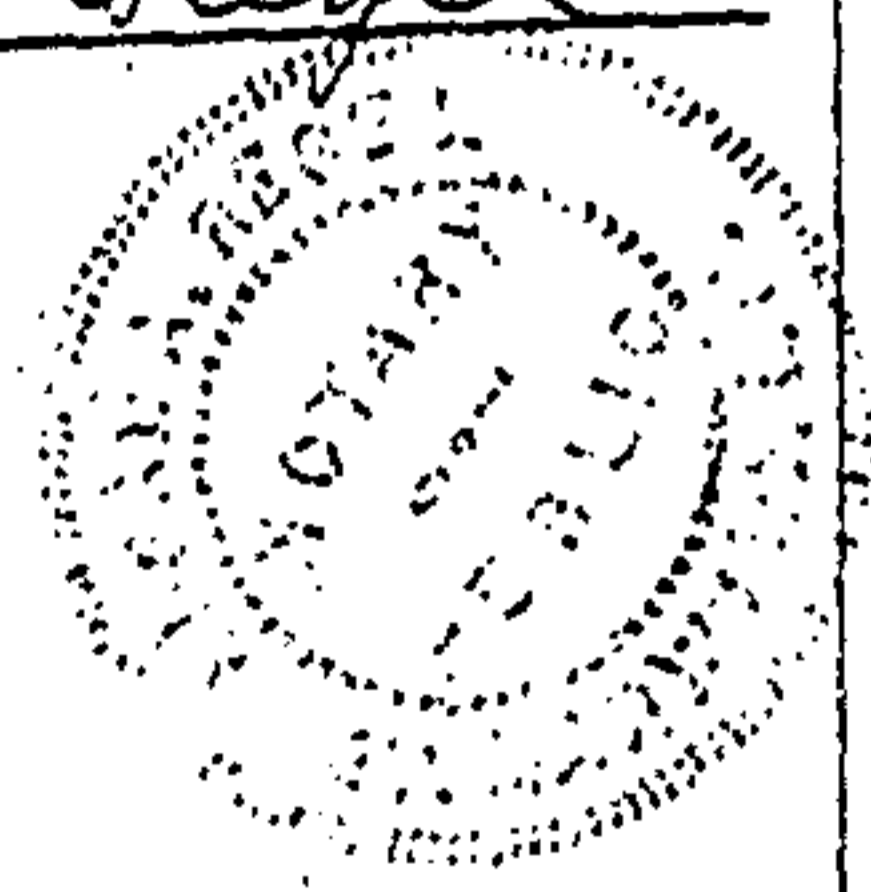
AS WITNESS my hand and Notarial Seal. _____
Notary Public.

My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 29th day of December, 1983,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86



del: Phil Barsey

JAN 12 1984

MARY R. BELL, CLERK

LIBER 003 PAGE 176
EASEMENT AGREEMENT

169

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of _____
198 , by and between Clyde R. Sharrock and Frances M. Sharrock, his wife,
_____, and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00)
and other good and valuable consideration, the receipt of which is hereby
acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its suc-
cessors and assigns, a perpetual easement and right-of-way ("Easement") for the
purposes of laying, constructing, operating, maintaining, inspecting, repairing,
and replacing public sewer pipe and appurtenances thereto ("Facilities") in,
through, across, and under a certain tract, lot or parcel of real property
situate in the Eighth Election District and in the Pine Hill Run Sanitary
District No. 8 of St. Mary's County, Maryland, the said tract of real estate
being owned by the Grantors herein by virtue of a Deed to the Grantors from
B.B. McGinnis and Hildegard M. McGinnis, his wife _____, dated
June 7, 1951 _____, and recorded among the Land Records of St.
Mary's County in Liber No. 31, folio 402, the Easement granted hereby
being described as follows:

A 15-foot wide permanent easement, the centerline of said easement
beginning for the same at a point North 31° 19' 57" East 182 feet
approximately from the common front property corner of Clyde R. Sharrock
as recorded in Deed Liber 31, Folio 402 and Frank Turner, Jr., as
recorded in Deed Liber 104, Folio 481 and running through and binding
on said Sharrock property, South 74°50'52" East, 96.66 feet to the
common property line of said Sharrock property and John R. Ivancik, Jr.,
as recorded in Deed Liber 141, Folio 358 and containing 1450 square feet,
more or less.

10:49AM01/12/84A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the
ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its
successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free
use of the Easement for the purposes named, including the right of access to
and egress from the Easement, and shall have the right to remove trees, shrub-
bery, fences, structures, or other obstructions lying within the Easement
deemed by GRANTEE to interfere with the proper and efficient use of the Ease-
ment for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

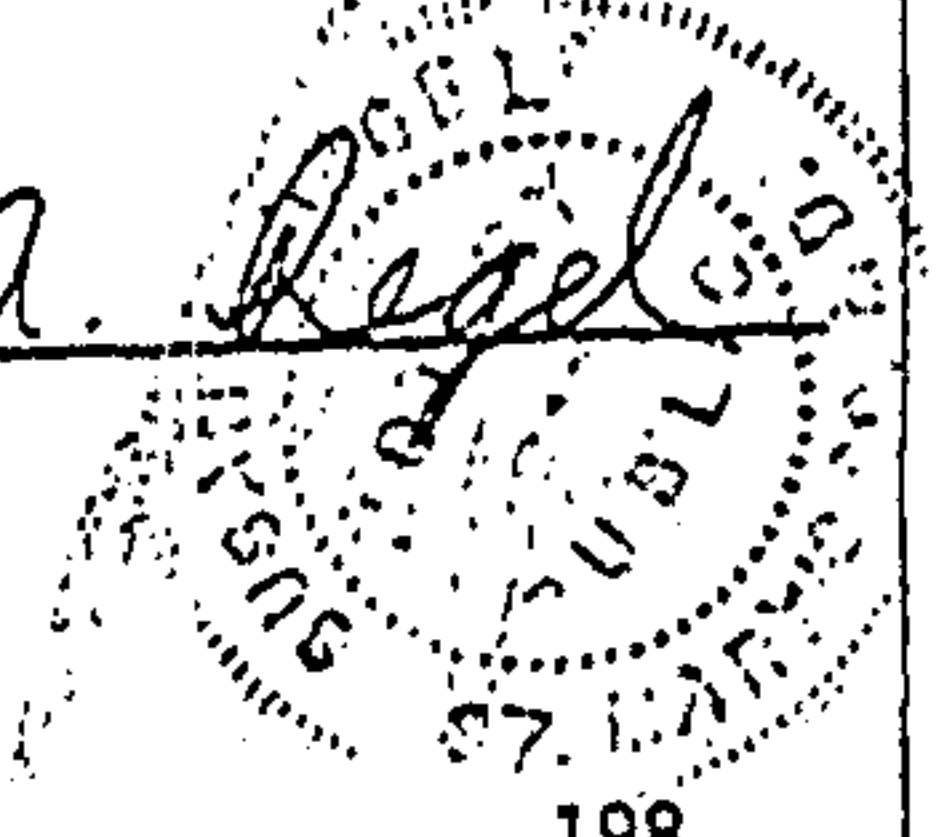
Laura B. Ludwig
Laura B. Ludwig

Clyde R. Sharrock
Clyde R. Sharrock, Grantor
Frances M. Sharrock
Frances M. Sharrock, Grantor

LIBER 003 PAGE 178
Attest: *Alvin J. King*
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 3rd day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Clyde R. Sharrock and Frances M. Sharrock, his wife,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
My Commission Expires: 7-1-86 Notary Public.

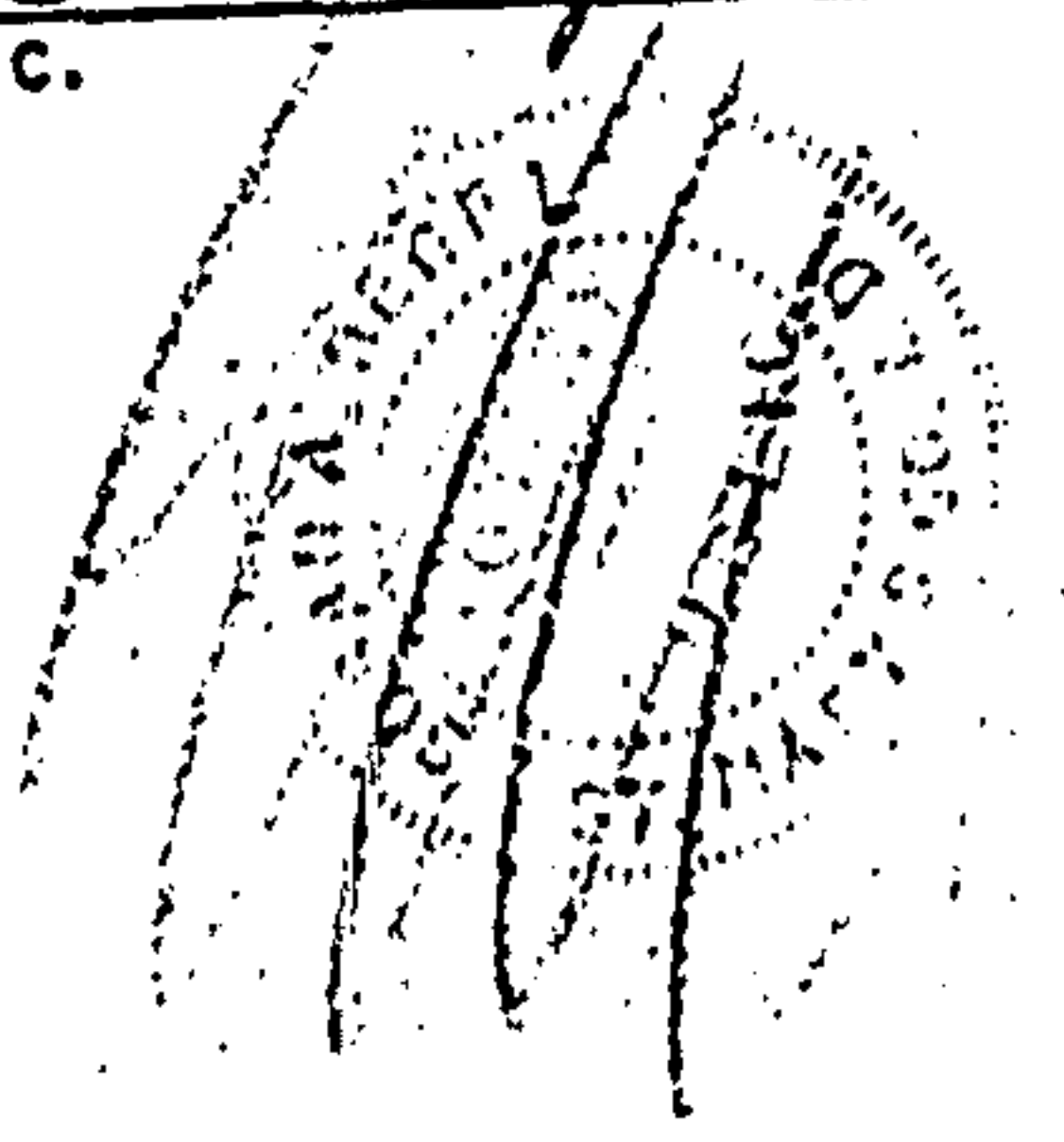


STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this ___ day of _____, 198 ,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. _____
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 5th day of January, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
My Commission Expires: 7-1-86 Notary Public.



Del: Phil Darsley

JAN 12 1984

MARY B. BELL CLERK

THIS EASEMENT AGREEMENT, Made this 7th day of Feb, 1984
 by and between Leonard B. and Elsie M. Thomas

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 13 through 15, Block 10, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do(es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions: \$0.00

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Leonard B. Thomas (SEAL)
Leonard B. Thomas, GRANTOR

Elsie M. Thomas (SEAL)
Elsie M. Thomas, GRANTOR

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION.

Steven L. King
Steven L. King, Secretary.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

STATE OF DISTRICT OF COLUMBIA, County of _____, to-wit:

I HEREBY CERTIFY, That on this 1st day of FEBRUARY, 1984 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LEONARD B. THOMAS AND ELSIE M. THOMAS, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 6/30/86 Allan J. Boushelle Notary Public.

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 198 _____ before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the Grantor(s) named in the foregoing instrument and acknowledged it to be (his)(her)(their) act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 9th day of February, 1984, 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 foregoing 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.

My Commission Expires: 7-1-86 Susan A. Regel Notary Public.



Meli Phil Dowsley 2-16-84

MARY B. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 30 day of JAN., 1984,
by and between John G. Mattingly

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 6 thru 15 & 155 thru 164, Block 24, Section 2, of St. Clements Woods Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 7, folio 310, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon, under and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions: 1-31 PM 02/16/84A METCOM \$0.00

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S' expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Zack M. Mattingly
Dudu J. Mattingly

John G. Mattingly (SEAL)
John G. Mattingly, GRANTOR
Zack M. Mattingly (SEAL)
GRANTOR(S)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN
COMMISSION.

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman.

Steven L. King, Secretary.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 30 day of Jan, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared John G. Mattingly
John G. Mattingly, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 1/July/86. Francis J. Mattingly
Notary Public.

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 30 day of Jan, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared John G. Mattingly
Zack M. Mattingly, the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 1/July/84. Francis J. Mattingly
Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 30 day of Jan, 1984,
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 foregoing 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.

My Commission Expires: 1/July/86. Francis J. Mattingly
Notary Public.

Del: Phil Dorsey 2-16-84

MARY R. BELL, CLERK

THIS DEED OF EASEMENT AND AGREEMENT, Made this 16th day of January, 1984, by and between John R. Ivancik, Jr. and Janice R. Ivancik, his wife, _____, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Lawyers Title Company of St. Mary's County, Inc., a body corporate, dated May 31, 1968, and recorded among the Land Records of St. Mary's County in Liber MRD No. 141, folio 358, the Easement granted hereby being described as follows:

A 15-foot wide permanent easement, the centerline of said easement beginning for the same at a point North 11°30'40" East, 191 feet approximately from the common front property corner of Clyde R. Sharrock as recorded in Deed Liber 31, folio 402, and John R. Ivancik, Jr. as recorded in Deed Liber 141 Folio 358, and running South 74°50'52" East, 122.25 feet through a point on the common property line of said Ivancik property and Robert C. Dyson as recorded in Deed Liber 163, Folio 473 and containing 1834 square feet, more or less.

1:31PM02/16/84A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Laurence B. Ladner

John R. Ivancik

John R. Ivancik, Jr.
John R. Ivancik, Jr., Grantor

Janice T. Ivancik
Janice R. Ivancik, Grantor

LIBR 003 185

Attest: *[Signature]*

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *[Signature]* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 16th day of JANUARY, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared John R. Ivancik, Jr. and Janice R. Ivancik, his
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal, *[Signature]*
My Commission Expires: 7-1-86 Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this ___ day of _____, 198
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal, _____
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 2nd day of February, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal, *[Signature]*
My Commission Expires: 7-1-86 Notary Public.

Del: Phil Boney 2-16-84 **MARY B. BELL, CLERK**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, Made this 27th day of January, 1984, by and between Louis R. Benson and Lillian H. Benson, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Containerization, Inc., dated May 15, 1969, and recorded in the Land Records of St. Mary's County, Maryland in Liber DBK No. 150, folio 411.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS herein running and binding upon the S 70° 54' 30" E. 71.43-foot line described in a Deed to the within GRANTORS from Containerization, Inc., dated May 15, 1969, and recorded in Liber BDK No. 150, folio 411, one of the Land Records of St. Mary's County, Maryland being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on Plat of Resubdivision of Part of Woodland, Section 1, recorded in Plat Liber DBK No. 8, folio 40, of said Land Records.

B:SBAM03/12/84A METCOM \$0.00

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Gary Benson

Louis R. Benson (SEAL)
Louis R. Benson

Lillian H. Benson (SEAL)
Lillian H. Benson

Attest: [Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: [Signature]
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared Louis R. Benson,
the GRANTOR named in the foregoing instrument and acknowledged it to be his
act.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.

My Commission Expires: 7-1-86

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Lillian H. Benson
the GRANTOR named in the foregoing instrument
and acknowledged it to be her act.

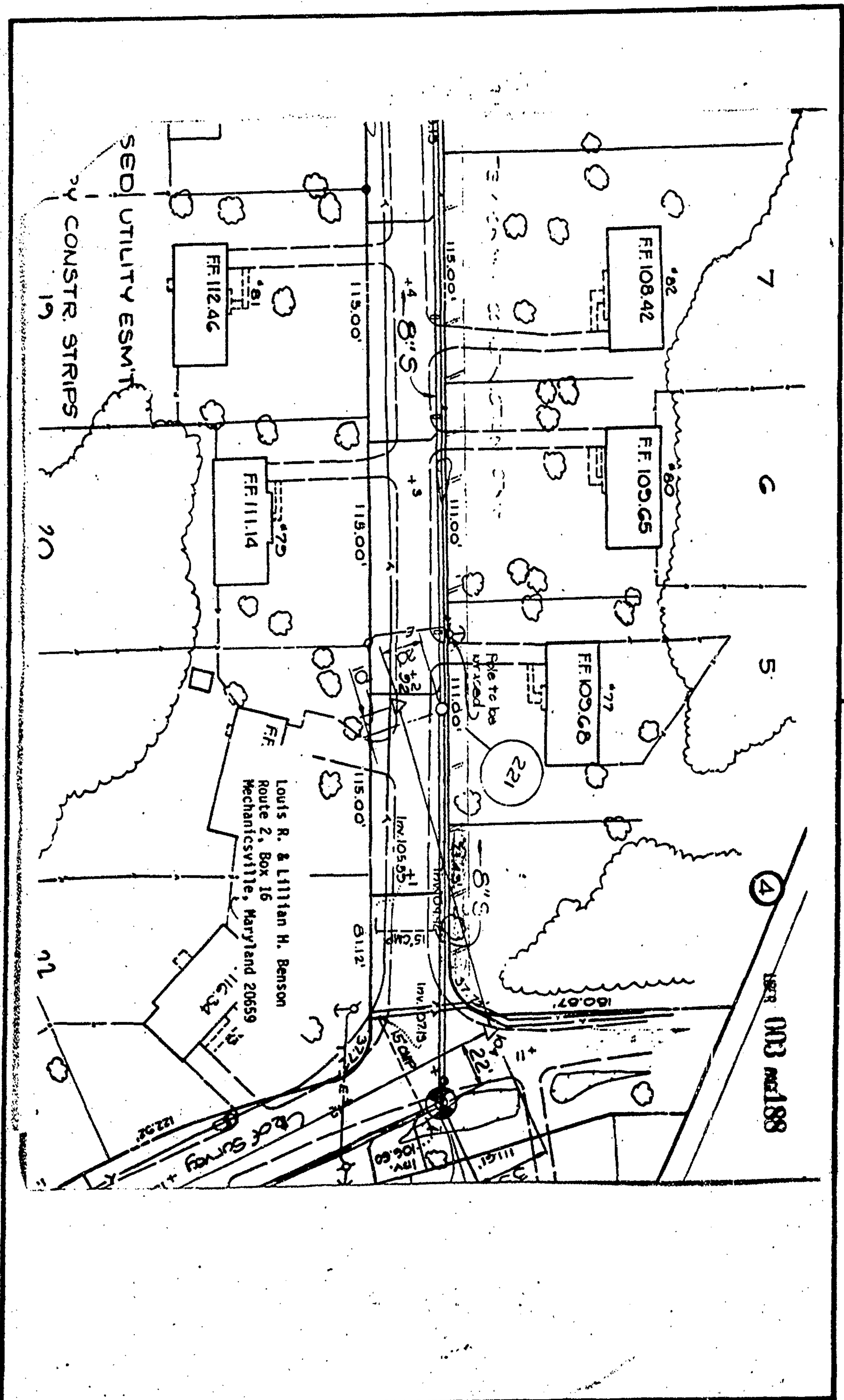
AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 2nd day of February, 1984
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 aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.

My Commission Expires: 7-1-86



Del. Phil Harsley 3-12-84

PART B. ESM'T

THIS EASEMENT AGREEMENT, Made this 27th day of January, 1984, by and between Louis R. Benson and Lillian H. Benson,
his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Containerrization, Inc., dated September 27, 1967, and recorded among the Land Records of St. Mary's County, Maryland, in Liber MRF No. 136, folio 471.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTORS described as Lot No. 16-A in the subdivision known as Woodland, Section 1, as per Plat of Resubdivision thereof recorded among the Land Records of St. Mary's County, Maryland in Plat Liber DBK No. 8, folio 40, said strip running parallel to and binding upon the front property line of Lot No. 16-A for the entire length thereof, said front property line being also the right-of-way line of Norris Drive (40' wide) as shown on said Plat.

B:58AM03/12/84A METCOM \$0.00

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

Kay Benson
[Signature]

Louis R. Benson (SEAL)
Louis R. Benson
Lillian H. Benson (SEAL)
Lillian H. Benson

Attest: [Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By [Signature]
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County afore-
said, personally appeared Louis R. Benson,
the GRANTOR named in the foregoing instrument and acknowledged it to be his
act.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.
My Commission Expires: 7-1-86

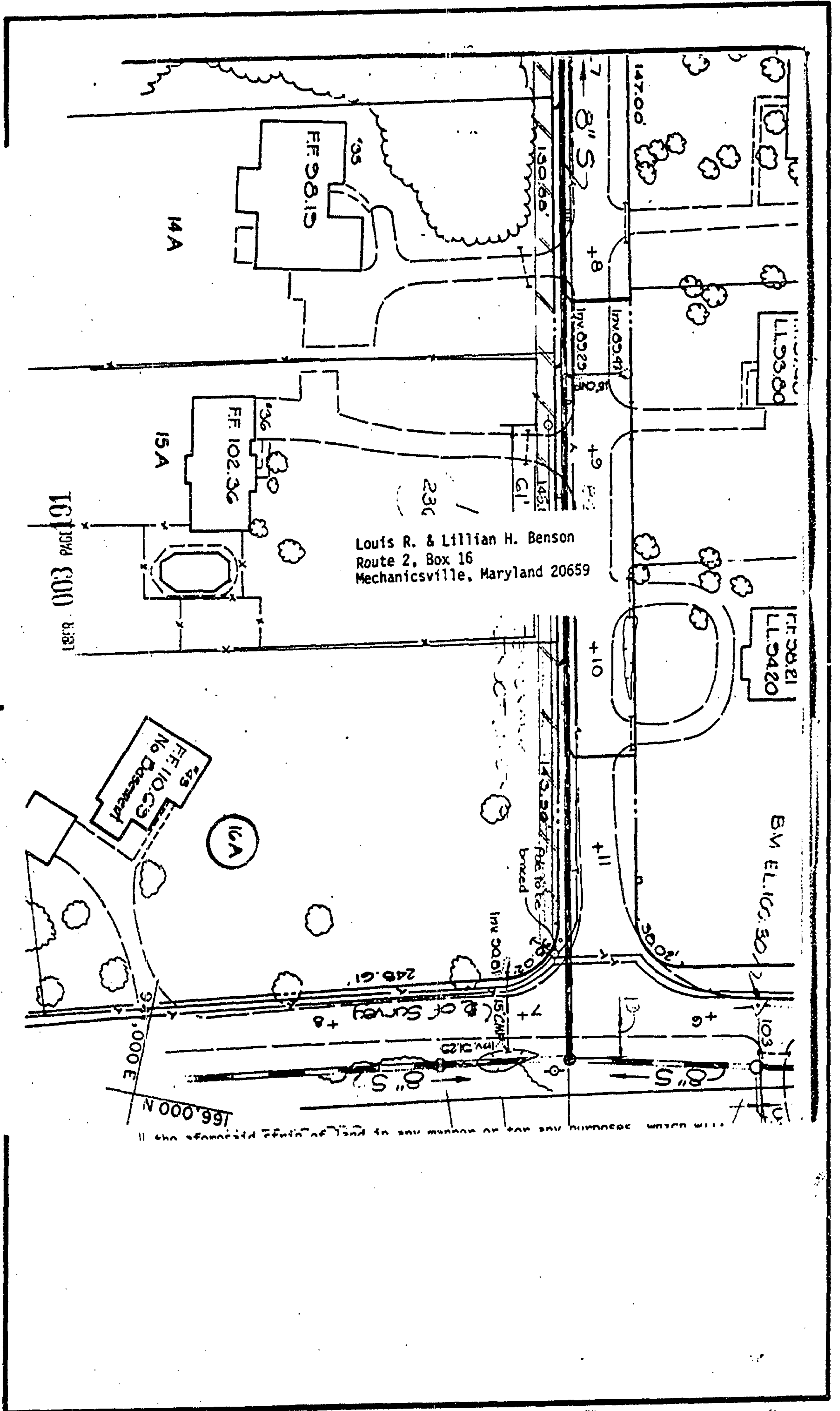
STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Lillian H. Benson
the GRANTOR named in the foregoing instrument
and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal. [Signature]
Notary Public.
My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 2nd day of February, 1984,
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 aforesaid instrument for the purposes therein contained by signing the name
of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public.
My Commission Expires: 7-1-86





Louis R. & Lillian H. Benson
 Route 2, Box 16
 Mechanicsville, Maryland 20659

REFR. 003 PAGE 191

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Delia Phil Dorsey 3-12-84

AGREEMENT FOR FUNDING CONSTRUCTION

of a 8:58AM03/12/84A METCOM \$0.00

SEWER SERVICE LINE TO NON-ABUTTING PROPERTIES

AGREEMENT, Made this 5th day of March, 1984, by and between Frank Turner, Jr. and Mary H. Turner, his wife, John R. Ivancik, Jr. and Janice R. Ivancik, his wife, and Clyde R. Sharrock and Frances M. Sharrock, his wife, hereinafter referred to collectively as OWNERS unless the context requires naming any one or more of them individually, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter referred to as COMMISSION.

WHEREAS, COMMISSION is a public agency with jurisdiction over water supply and sewerage systems in Pine Hill Run Sanitary District No. 8 of St. Mary's County, and

WHEREAS, OWNERS are seised and possessed of certain parcels of land, with improvements, located in said Sanitary District, but which do not abut upon a public sewer owned and operated by the Commission, all of said parcels being in need of public sewer service due either to failure, or incipient failure, of existing septic systems, and

WHEREAS, COMMISSION finds it feasible to construct a sewer service line from the public sewer in America Street in order to provide service to the several properties, and is willing to undertake this construction, provided the covenants and agreements herein are complied with by the OWNERS and by each of them individually.

NOW, THEREFORE, in consideration of the sum of Four Thousand Eight Hundred (\$4,800.00) Dollars, to be paid by OWNERS to COMMISSION as hereinafter set forth, it is agreed between the parties as follows:

1. On or before the execution of these presents by OWNERS, a minimum of twenty-five percent (25%) of Four Thousand Eight Hundred (\$4,800.00) Dollars shall be paid by OWNERS to COMMISSION as per the following schedule and in the amounts set opposite their several names.

- | | |
|--|----------|
| (a) Frank and Mary H. Turner, (Jr.) | \$400.00 |
| (b) John R. and Janice T. Ivancik, (Jr.) | \$400.00 |
| (c) Clyde R. and Frances M. Sharrock | \$400.00 |

2. Owners (a)(b) and (c) above will each have a balance due the COMMISSION of One Thousand Two Hundred (\$1,200.00) Dollars, which shall be paid by said OWNERS (a)(b) and (c) in equal monthly principal installments of One Hundred Ten Dollars and Two Cents (\$110.02) each, which includes interest at one and one-half percent (1½%) per month on the unpaid balance. COMMISSION shall bill said OWNERS for each monthly installment, including interest, and said bills shall be due and payable when rendered.

3. Any of the OWNERS named above may pay off their respective balance, or part thereof, plus accumulated interest to date of payment. Partial payments in advance by any OWNER named in (a)(b) and (c) shall not be less than One Hundred Ten Dollars and Two Cents (\$110.02).

4. Upon receipt of the total \$1,200.00 payment from OWNERS set forth in Paragraph Numbered 1 above, the COMMISSION shall execute this agreement and thereafter proceed to the design and construction of a six-inch (6") sewer service line from the existing public sewer in America Street to a point on the property of Frank Turner, Jr. and Mary H. Turner, approximately five (5) feet west of its common boundary with the property of the Sharrock's.

5. OWNERS agree to convey to COMMISSION a fifteen-foot (15') wide perpetual easement across as many of their respective properties as is necessary to provide sewer service to all, plus a temporary construction easement adjacent to the permanent easement. OWNERS covenant and agree that unless all necessary permanent and temporary easements necessary to the construction of the six-inch (6") sewer service line are obtained by COMMISSION within a reasonable time after execution of these presents, whether from any named OWNER, or from any person or entity on the route of the sewer service line, then this agreement shall be null and void at the option of COMMISSION. In that event, monies paid by OWNERS shall be returned, less administrative and engineering costs incurred by the COMMISSION up to its exercise of the option.

6. The sewer service line shall be designed to adequately serve the existing properties of the OWNERS and OWNERS hereby agree that all properties shall be classified, and when the final connection is made, the property owner and the property, for all rates, charges, and benefits, shall stand in every respect in the same position as if the property abutted upon the said public sewer now existing in America Street.

7. All OWNERS shall construct a building service line from the residence to be served to the tap-in point on the Sewer Service Line constructed by the COMMISSION within the perpetual easement on their respective properties.

8. COMMISSION and the OWNERS understand and agree that the consideration recited herein is based upon an engineering estimate of the cost of construction, including design costs and administrative overhead. Upon completion of construction, the actual cost, including design and overhead, shall be computed. Should actual cost exceed or be less than the consideration named herein, then a pro-rata adjustment for each of the named OWNERS shall be made accordingly.

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.

Witness:

Laura B. Ludwig

Laura B. Ludwig

Susan A. Regal

Susan A. Regal

Frank Turner, Jr. (SEAL)
Frank Turner, Jr., Owner

Mary H. Turner (SEAL)
Mary H. Turner, Owner

John R. Ivancik, Jr. (SEAL)
John R. Ivancik, Jr., Owner

Janice T. Ivancik (SEAL)
Janice T. Ivancik, Owner

Laura B. Ludwig
Laura B. Ludwig

Clyde R. Sharrock (SEAL)
Clyde R. Sharrock, Owner

Frances M. Sharrock (SEAL)
Frances M. Sharrock, Owner

Attest:

Steven L. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 23rd day of December, 1983,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Frank Turner, Jr. and Mary H. Turner, his wife,
Owners named in the foregoing instrument and acknowledged it to be their act.
AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 22nd day of February, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared John R. Ivancik, Jr., and Janice T. Ivancik, his
wife, Owners named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 3rd day of January, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Clyde R. Sharrock and Frances M. Sharrock, his
wife, Owners named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 5th day of March, 1984,
before me the subscriber, a Notary Public in and for the State and County afore-
said, 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 foregoing instrument for the purposes therein contained by signing the name
of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86



del: Phil Dawsey 3-12-84

PHIL R. DAWSEY CLERK

EASEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 31 day of January, 1984, by and between William James Marek and Jo Ellen Ann Marek, his wife GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, and Annapolis Federal Savings and Loan Association,

LIENOR, said LIENOR joining in the execution of these presents for the sole purpose of releasing the hereinafter described Easement and right-of-way from the operation and effect of that certain Mortgage on the land of the GRANTORS herein, dated April 10, 1973 and recorded April 16, 1973 among the Land Records of St. Mary's County, Maryland in Liber No. 155, folio 278 retaining, however, the lien of said Mortgage to the remainder of the land of the GRANTORS described therein and not affected by the conveyance of the Easement.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said easement and right-of-way being more particularly described as follows:

All that strip or parcel of land being and comprising a utility easement twenty-feet wide and situated west of Chancellors Run Road and north of Norris Road with the centerline of said easement being described as follows:

Beginning for the same at a point located on and 14.0 feet from the beginning of the fifteenth or South $85^{\circ} 39' 03''$ West 111.27-foot line described in a deed from James Dobry to William J. Marek and Jo Ellen Ann Marek, his wife, dated April 10, 1973, and recorded among the Land Records of St. Mary's County in Liber DBK No. 189, folio 82; thence running the following four courses and distances:

1. North $18^{\circ} 17' 28''$ West 97.0 feet, thence
2. North $46^{\circ} 27' 07''$ West 795.0 feet, thence
3. North $62^{\circ} 53' 43''$ West 175.0 feet, thence
4. North $37^{\circ} 14' 41''$ West 10.27 feet to end the easement at a point located on and 16.25 feet from the beginning of the Ninth or South $85^{\circ} 34' 22''$ East 1218.52-foot line described in the above-mentioned deed, containing 21,545.4 $\frac{1}{2}$ square feet or 0.495 acres of land.

Being part of a conveyance in the aforementioned deed.

B:58AM03/12/84A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including back-filling of trenches, replacement of fences, repair of damaged paving, and reseed-ing of damaged lawn areas, but not including the replacement of trees, structures or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsis-tent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Ease-ment and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommo-dation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construc-tion of the Facilities within the Easement:

A thirty-foot (30') wide temporary construction strip running east of, adjacent, contiguous, and parallel to the above-described easement for the entire length thereof, saving and excepting therefrom a portion which leaves the grantors' parcel; and a ten-foot (10') wide temporary construction strip running west of, adjacent, contiguous, and parallel to the above-described easement for the entire length thereof.

GRANTEE hereby agrees that, following completion of the initial construc-tion of the Facilities, and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a con-dition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

FURTHER, the Grantors do hereby grant unto the Grantee herein, the right and privilege to enter upon and use a strip of land as hereinafter described for the purpose of laying, constructing, operating, maintaining, inspecting, and repairing a temporary sewage forcemain across the property of the Grantors.

A thirty-foot wide temporary easement beginning at the end of the first or North 18°17'28" west 97.0-foot line of the permanent easement previously described and running thence in a northerly direction to a point as near as practicable to the existing dwelling of the Grantors, thence, in an easterly direction and south of Grantors driveway towards Chancellors Run Road, thence, in a northeasterly direction, crossing Grantors driveway to the 40-foot right-of-way of Chancellors Run Road.

LBR 003 PAGE 197

Grantee hereby agrees that following completion of the initial construction of the temporary force main and other testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus material from said strip of land and will restore the same as nearly as reasonable possible to a condition not inferior to that existing prior to the construction.

Grantee further agrees that said temporary force main will be constructed on an alignment and grade that will allow use of this line, which will run in a north-south direction between the Grantors dwelling and the point of beginning of this easement for a temporary force main, as a gravity sewer connection which may serve the dwelling of the Grantor when the temporary force main is no longer used.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.
AS WITNESS the due execution hereof.

WITNESS:

Harry Knight
Wymore MD

Wymore MD (SEAL)
William James Marek, Grantor

Jo Ellen Ann Marek (SEAL)
Jo Ellen Ann Marek, Grantor

ATTEST:

Laura Suryan

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL)
By: Anthony H. Johnson (SEAL)
S. U.P.

ATTEST:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION (SEAL)
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 11th day of August, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William James Marek the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regal
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY That on this 11th day of August, 1983 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jo Ellen Ann Marek the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regal
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of Anne Arundel to wit:

I HEREBY CERTIFY That on this 10th day of February, 1984
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Anthony H. deVeau, who
acknowledged himself to be Senior Vice President of Annapolis Federal
Savings & Loan Association a banking corporation, and that he, as such Senior Vice President
being authorized to so do, executed the foregoing instrument for the purposes
therein contained by signing the name of Anthony H. deVeau
by himself as Senior Vice President.

AS WITNESS my hand and Notarial Seal.

Angela M. Duffield
Notary Public

My Commission Expires: 7.1.86

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

I HEREBY CERTIFY That on this 5th day of March, 1984
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission Expires: 7-1-86



Del. Phil Davesy 3-12-84

MARY B. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 7th day of March, 1984,
by and between J. Jenifer Norris
GRANTOR and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and
corporate, GRANTEE.

WHEREAS, GRANTOR is the owners of a lot, tract, or parcel of land
located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland,
which land is described in the following Deed or Deeds to the said GRANTOR and
recorded in the Land Records of St. Mary's County in Liber 49, Folio 216.

WHEREAS, GRANTEE has planned for and will construct certain extensions of
public sanitary sewers and/or sewer force mains and appurtenances thereto, here-
after "Facilities," in the Sanitary District and the construction of such
Facilities makes it necessary to temporarily use the hereinafter described strip
of land during construction of the Facilities and restoration work thereafter,
and the said GRANTOR is willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the
mutual agreements herein contained, the said GRANTOR does hereby grant, remise
and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic
and corporate, the right, privilege, and easement to enter upon and use the land
of the GRANTOR hereinafter described, for the accommodation of construction
equipment, materials, excavated earth, and for other purposes pertinent to
construction of the Facilities:

A 10-foot wide temporary easement binding on and adjacent to
the property of Mr. James Dobry beginning at the common corner of
the Dobry, State of Maryland, and Norris properties and extending
southeastward a distance of approximately 450 feet.

12:06PM03/14/84A METCOM \$0.00

GRANTOR does hereby authorize and permit the GRANTEE, its agents, emplo-
yees, and servants, to enter upon said land, to clear and remove obstructions
wherever necessary and to use the same for the purposes stated; provided,
however, that following completion of construction, GRANTEE hereby agrees that
it will cause to be removed from said property all debris, surplus materials and
construction equipment and will, to the extent reasonably possible, restore the
area used to a condition not inferior to that existing prior to such entry and
use, including, as the case may be, reseedling of lawn areas, replacement of
shrubs, fences, mail box posts, and repair of damaged paving.

LEER 003 PAGE 00

GRANTOR hereby agrees not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Harry Knight

Jenifer Norris (SEAL)
J. Jenifer Norris, GRANTOR (SEAL)

Attest:

Stenan J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 7th day of March, 1984 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. Jenifer Norris the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

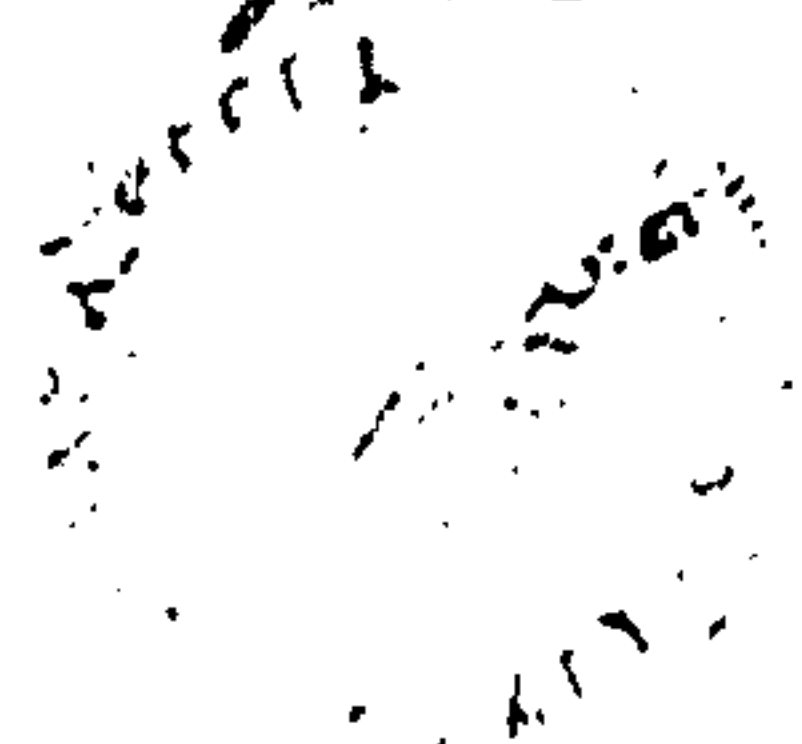
STATE OF MARYLAND, County of St. Mary's, to-wit:

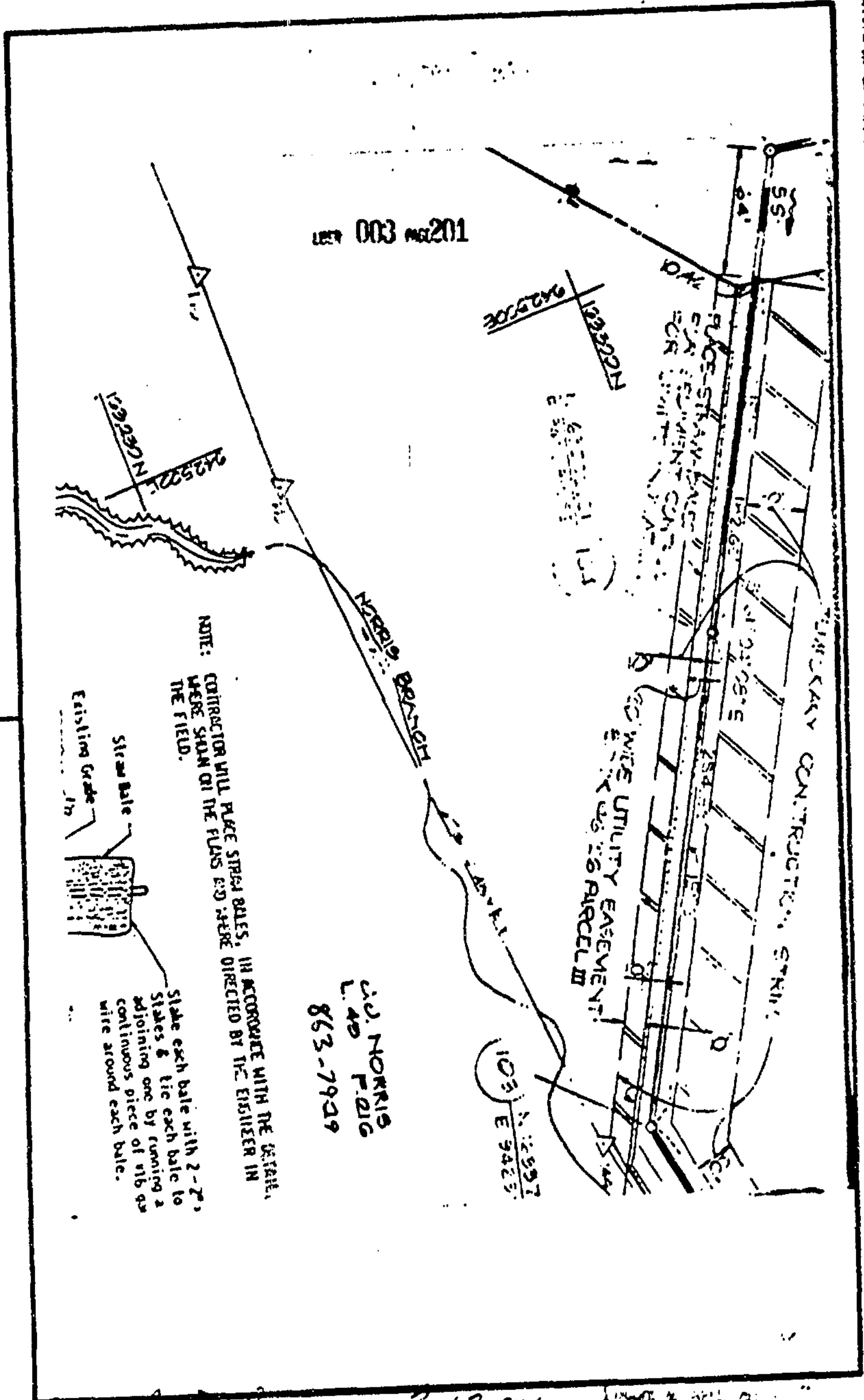
I HEREBY CERTIFY, That on this 8th day of March, 1984 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission expires: 7-1-86





LET 003 NO 201

NOTE: CONTRACTOR WILL PLACE STRAW BALES, IN ACCORDANCE WITH THE DESIGN, WHERE SHOWN ON THE PLANS AND WHERE DIRECTED BY THE ENGINEER IN THE FIELD.



Slide each bale with 2-2" slates & tie each bale to adjoining one by running a continuous piece of 1/8" gal wire around each bale.

C.D. NORRIS
L. AD P. 216
863-7929

see: Phil Harvey 3-12-84

THIS EASEMENT AGREEMENT, Made this 15th day of March, 1984,
 by and between Thomas H. Loy

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) ~~XXXX~~ the Owner~~XX~~ of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 8, Block 2 - 7, of St. Clements Shores Subdivision as per Plat of said subdivision recorded among the Land Records of St. Mary's County, Maryland in Liber J.M.M., No. 4, folio 145, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions: 9:13AM 04/03/84 METCOM \$0.00

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

Magdalen Fickel Sheu X Thomas H. 104 (SEAL)
GRANTOR(S)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION.

Steven L. King By: Francis E. Taylor (SEAL)
Steven L. King, Secretary. Francis E. Taylor, Chairman.

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 24th day of February, 1987,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Thomas H. 104
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Magdalen Fickel Sheu
Notary Public.

STATE OF _____, County of _____, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 198
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 15th day of March, 1984,
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 aforesaid 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.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.

Notary Phil H. H. H. H. 4-3-84

MARY B. BELL, CLERK

EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 12th day of April, 1984, by and between ST. CLEMENT SHORES, INC., a Maryland Corporation, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey unto the said GRANTEE, its successors and assigns, a perpetual easement and right-of-way for the construction, operation, maintenance, inspection, repair and replacement of public sewers and/or water pipes and appurtenances thereto, hereinafter "Facilities", in, through, across and under that certain tract or parcel of land owned by the GRANTOR, situate in the 7th Election District of St. Mary's County, Maryland, and in the Dukehart's Creek Sanitary District No. 2 of said County, and more particularly described in the following deed or deeds to the said GRANTOR: To St. Clement Shores, Inc., a Maryland Corporation, from J. M. Otterness, Trustee, by deed dated December 14, 1962, and recorded in Deed Liber 104, Folio 512. 12:16PM04/19/84A METCOH \$0.00

The perpetual easement granted hereby is described as follows, that is to say: A 15-foot Permanent Easement beginning for the same at a point 7.50 feet in a westerly direction from the common property corner of Lots 10 and 11, Block 24, St. Clements Woods Subdivision, Section One, and lying in an unnamed street, said point being the centerline of a permanent sewer easement and running in a southerly direction 165 feet more or less to a point on the right-of-way line of Holly Trail, said point being 7.50 feet in a westerly direction from Lot 2, Block 24, St. Clements Woods Subdivision, Section One, and running across Holly Trail in the aforesaid southerly direction 62 feet more or less to the right-of-way line of Lady Baltimore Avenue.

TO HAVE AND TO HOLD the said Easement hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement, and shall have the right to remove trees, shrubbery, fences, structures or other obstructions in the Easement area deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE, at its own expense, shall restore the property, as nearly as possible, to its original condition, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of lawn areas, but not the replacement of trees, structures, or other obstructions.

GRANTOR shall have the right to construct and/or maintain a public road over and across the Easement and to make any use of the Easement not inconsistent with rights herein conveyed or with the use of the Easement by GRANTEE for the purposes named. Without limiting the generality of the foregoing, among other uses inconsistent with the Easement, the GRANTOR shall not erect any building or other structure within the Easement area nor make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTOR hereby covenants that he will warrant specially the said Easement and will execute such other and further assurances thereof as the GRANTEE may request.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

ST. CLEMENT SHORES, INC.

[Signature] [Signature] (SEAL)
Henry T. Waring, Owner

Attest:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature] By: [Signature] (SEAL)
Francis E. Taylor, Chairman

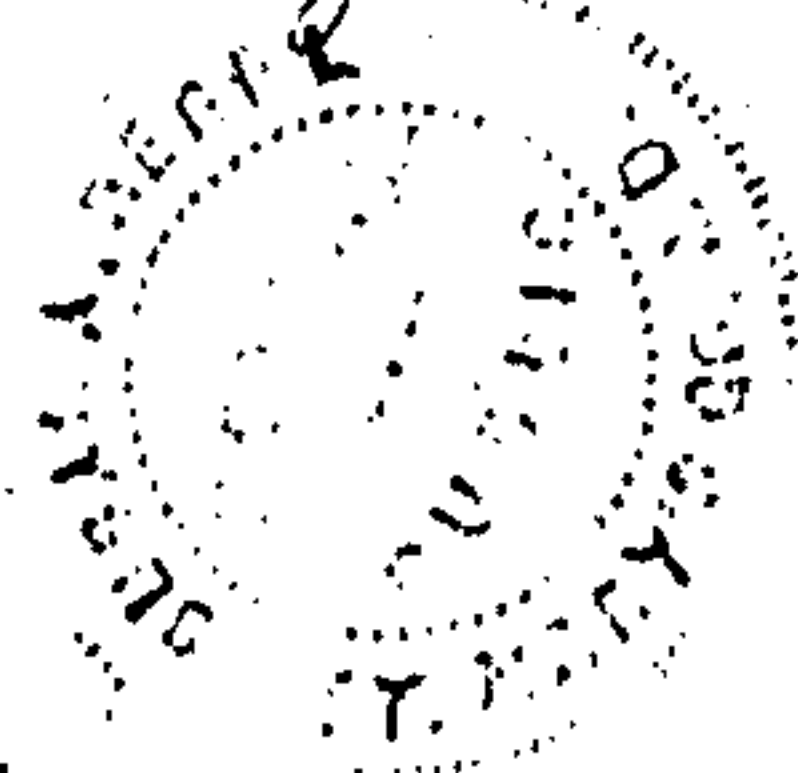
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 9th day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry T. Waring, who acknowledged himself to be Owner of St. Clement Shores, Inc., a Maryland Corporation, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission Expires: 7-1-86



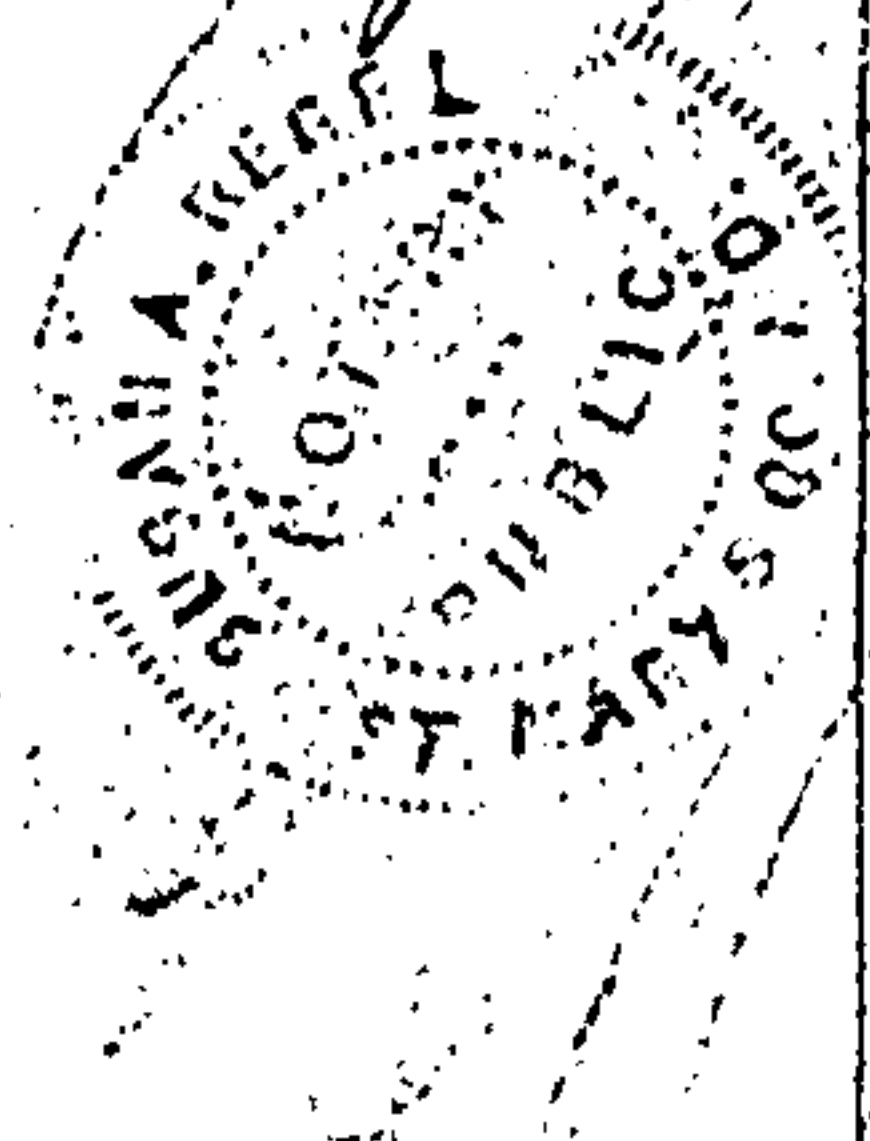
STATE OF MARYLAND, County of St. Mary's, to-wit:

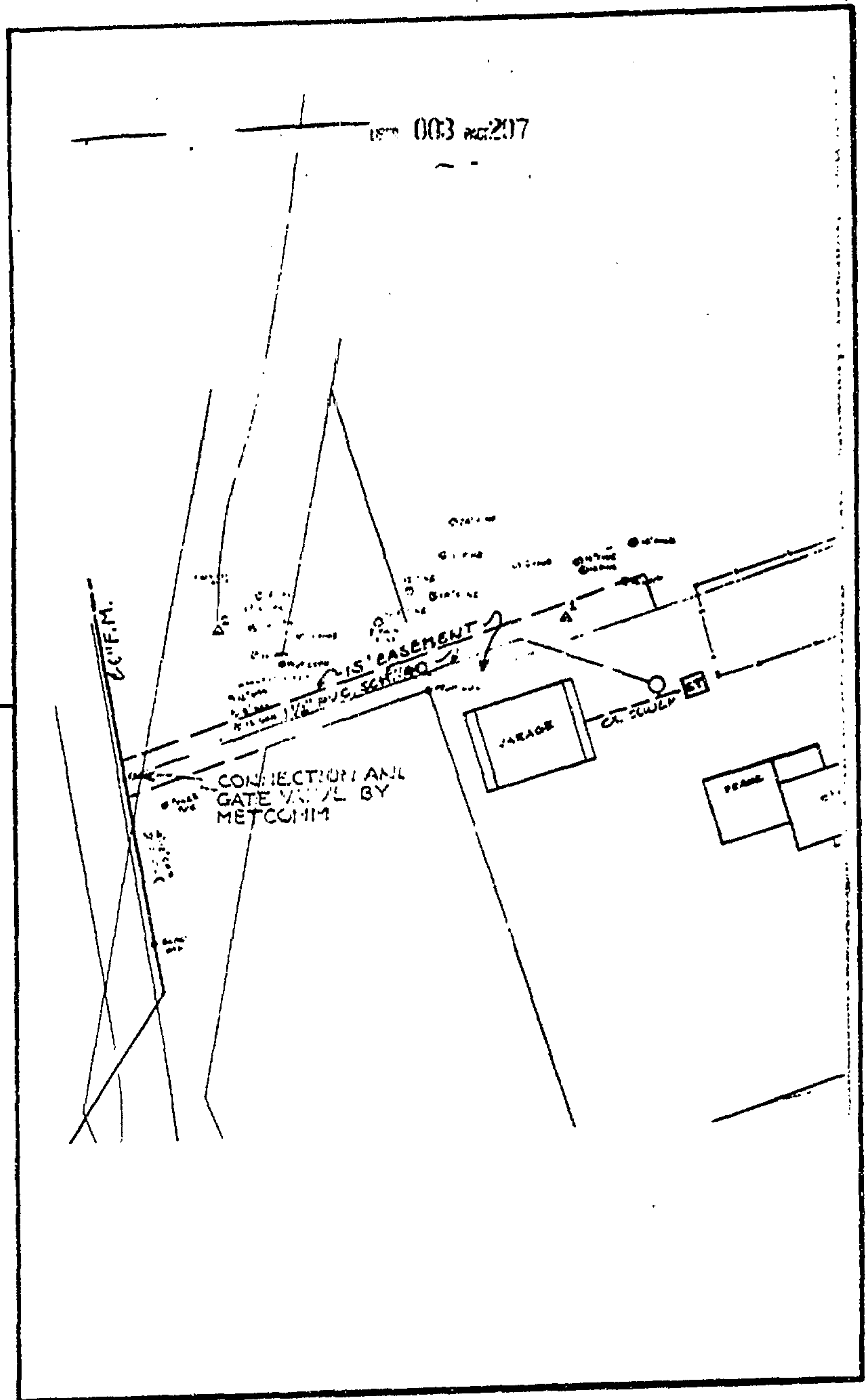
I HEREBY CERTIFY, That on this 12th day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission Expires: 7-1-86





Rel. Phil Sawey 4-19-84

EARL B. BELL, CLERK

LIBER 003 PAGE 208
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of _____
198 , by and between James Alan Stallings, GRANTOR
_____, and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00)
and other good and valuable consideration, the receipt of which is hereby
acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE, its suc-
cessors and assigns, a perpetual easement and right-of-way ("Easement") for the
purposes of laying, constructing, operating, maintaining, inspecting, repairing,
and replacing public sewer pipe and appurtenances thereto ("Facilities") in,
through, across, and under a certain tract, lot or parcel of real property
situate in the Eighth Election District and in the Pine Hill Run Sanitary
District No. 8 of St. Mary's County, Maryland, the said tract of real estate
being owned by the Grantors herein by virtue of a Deed to the Grantor from
Robert F. Chapman, Inc., a body corporate _____, dated
April 11, 1983 _____, and recorded among the Land Records of St.
Mary's County in Liber MRB No. 141, folio 69, the Easement granted hereby
being described as follows:

A 15-foot wide permanent easement, the centerline of said easement
beginning for the same at a point on America Street, a 50-foot right-
of-way and being on a curve to the left with a radius of 315.08 feet
and an arc of 69.81 feet and being situated on said curve 7.60 feet
approximately from the Northeasterly property corner of Lot 500-1,
Cedar Cove, Section 1, as recorded in Plat Liber DBK 7, folio 19 and
running through said Lot 500-1:

1. South 71°18'53" West, 20 feet approximately, to the common
property line of said Lot 500-1 and Lot 19, Long Lane Farm
as described in Plat Liber 2 folio 106 and containing
approximately 450 square feet.

1:38PM05/04/848 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the
ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its
successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free
use of the Easement for the purposes named, including the right of access to
and egress from the Easement, and shall have the right to remove trees, shrub-
bery, fences, structures, or other obstructions lying within the Easement
deemed by GRANTEE to interfere with the proper and efficient use of the Ease-
ment for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTOR shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTOR shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTOR hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTOR does hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement adjacent to and binding on said permanent easement as described herein on the northerly and southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTOR hereby agrees not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Louise B. Ludwig

James Alan Stallings
James Alan Stallings, Grantor

Attest:

Steven A. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 18th day of April, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared James Allan Stallings
the GRANTOR named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY That on this _____ day of _____, 198____,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 27th day of April, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86



Ret. Phil Dorsey 5-4-84

MARY E. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this _____ day of _____, 1984,
by and between James S. Jones and Graciela Q. Jones, his wife,

Grantors and St. Mary's County Metropolitan Commission, a
body politic and corporate, Grantee, WITNESSETH:

WHEREAS, Grantors the owner of a tract or parcel of ground situate in
the Eighth Election District of St. Mary's County, Maryland, described in a deed
to the within Grantors from Tracy Dean Brown and M. Ruth Brown, his wife,

_____, dated January 11, 1980, and
recorded among the Land Records of St. Mary's County, Maryland in Liber MRB
No. 062, folio 455, and,

WHEREAS, Grantee plans and intends to construct and operate a collector
sewer and appurtenances, hereafter "Facilities", in under, and along the bed of
the said Garrison Drive and partly upon Grantors
property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration, the receipt of which is hereby acknowledged,
the Grantors do hereby GRANT and CONVEY unto St. Mary's County Metropolitan
Commission, a body politic and corporate, a permanent easement and right-of-
way, in through, under, and across the land of the Grantors and described as
follows, that is to say:

Beginning for the same at the common front property corner of
Lots 7 and 8, Barefoot Acres Section One as recorded in Plat Liber 6
Folio 86 and running with the centerline of a 20-foot permanent ease-
ment, South 74°42'21", West, 204.04 feet, the common rear property
corner of Lots 13 and 14A, a resubdivision of part of Woodland,
Section One, as recorded in Plat Liber DBK 8, Folio 40 and containing
3,689 square feet more or less.

1:38PM 05/04/84 METCOM \$0.00

TO HAVE AND TO HOLD the permanent easement and right-of-way hereby granted
unto the St. Mary's County Metropolitan Commission, a body politic and corpo-
rate, its successors and assigns, forever.

AND the Grantors herein do hereby agree that the Grantee, its agents,
servants, successors and assigns, shall have the right to enter upon the afore-
said easement whenever it may be necessary for any or all of the purposes
aforesaid.

FURTHER, the said Grantors do hereby grant unto the Grantee herein, the
right and privilege to enter upon and to use temporarily the strip of land
hereinafter described:

A 10-foot wide temporary easement running with, binding one, and
contiguous to the northerly and southerly boundaries of the permanent
easement described herein.

for the accommodation of construction equipment, materials, excavated earth and for other purposes pertinent to and during the initial construction of the Facilities.

USFR 003 PAGE 212

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the strip of land described above and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to Grantors property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

James S. Jones (SEAL)
James S. Jones, Grantor

Graciela O. Jones (SEAL)
Graciela O. Jones, Grantor

Attest:

Stena S. King

St. Mary's County Metropolitan Commission

By Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 17th day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James S. + Graciela O. Jones, the Grantors named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, that on this _____ day of _____, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself to be _____ of _____ and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by himself as _____

Witness my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

1288 003 No. 213

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

I HEREBY CERTIFY, That on this 27th day of April, 1984, 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 foregoing 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.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Sawyer

5-4-84

MARY B. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 10th day of May, 1984, by and between Jerry W. Pharis and Geraldine M. Pharis, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Edwin Alan Platt, et ux., dated August 1972, and recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK No. 181, folio 174.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the property of the GRANTORS described as Lot No. 218 in the subdivision known as Barefoot Acres, Section 2, per a Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber 7, folio 60, said strip running parallel to and binding upon the front property line of Lot No. 218 for the entire length thereof, said front property line being also the right-of-way line of Joan Drive (40' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Jerry W. Pharis (SEAL)

Jerry W. Pharis

Geraldine M. Pharis (SEAL)

Geraldine M. Pharis

Attest:

Thomas J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 10th day of May, 1984,

before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jerry W. Pharis, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, That on this 10th day of May, 1984,

before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Geraldine M. Pharis, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

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

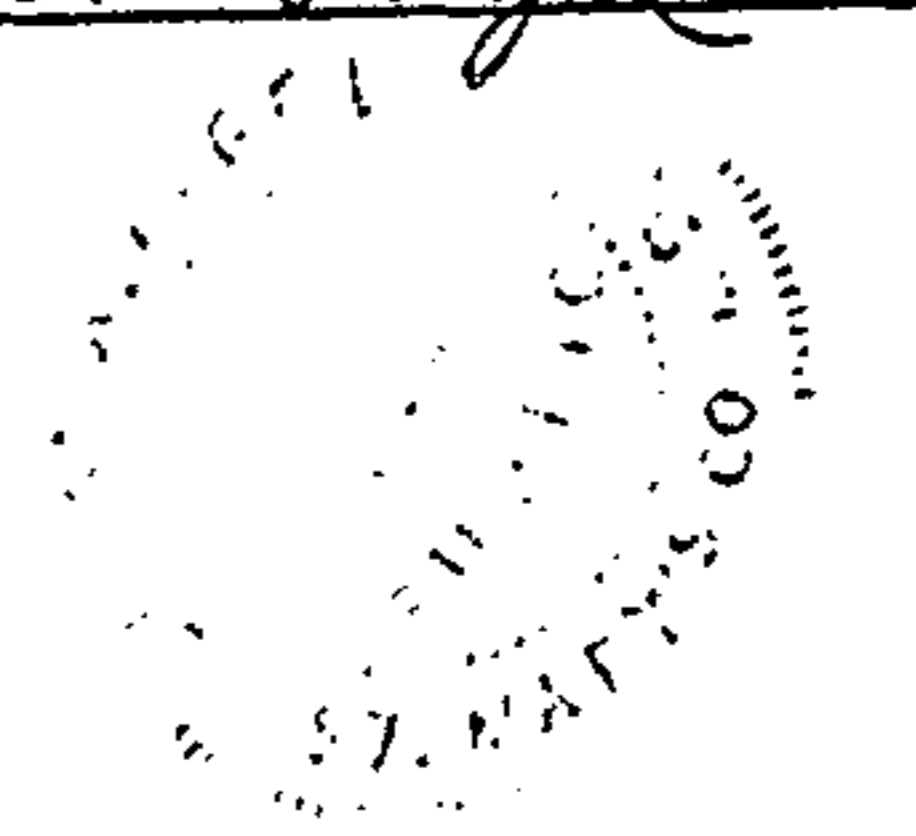
I HEREBY CERTIFY, That on this 10th day of May, 1984,

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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86



Ret: Phil Dawson

MAY 15 1984

MARY E. BELL, CLERK

LIBR 003 PAGE 210

THIS AGREEMENT, Made this 27 day of APRIL, 1984, by and between Charles Aud, OWNER, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, hereinafter Commission.

WHEREAS, the Owner desires to occupy an office/apartment building located on Tax Map 51, Parcel 228.

WHEREAS, the Department of Health, St. Mary's County will not permit occupancy of said building unless the Owner installs at his expense, a 3,000-gallon holding tank and associated appurtenances and enter into an agreement with the Commission to provide adequate pumping and maintenance of same, and NOW THEREFORE, in consideration of the promises contained herein, OWNER agrees as follows:

1. Owner shall reimburse the Commission for all costs incurred to manage the pumping of said holding tanks, including both direct and indirect costs.
2. Upon execution of this agreement, Owner shall provide to the Commission a security deposit of \$500 to insure timely reimbursement for the Commission's cost incurred for services provided herein.
3. Owner agrees that should he fail to reimburse the Commission within 30 days of the date invoiced, the \$500 security deposit referred to herein shall be forfeited and this agreement shall become null and void. The difference between the unpaid balance due the Commission and the \$500 security deposit shall be returned to the Owner. Owner agrees to pay all costs of collection in excess of the \$500 security deposit including ten percent (10%) for attorney's fees if placed in the hands of an attorney for collection, plus interest from and after the date due at the rate of eighteen percent (18%) per annum on the unpaid balance. Upon default, the Owner further authorizes any attorney of record to confess judgement against the heirs and assigns in favor of the holder hereof for the full amount due and payable, together with interest, charges, attorney's fees, and costs of suit, as provided. Demand for presentment, notice of dishonor, protest, and notice of protest are hereby waived.

FURTHER, in consideration of the promises contained herein, the Commission agrees to maintain said holding tanks in a sanitary condition and to accept any and all responsibility for the proper maintenance thereof.

FURTHER, this agreement shall be effective as of the date first written above and shall be in full force and effect and shall be binding on the Owner and the Commission and their respective representatives, successors, heirs, and assigns until terminated by the Commission in accordance with the terms of paragraph 3 or at such time the subject property is connected to the public sanitary sewer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 27th day of April, 1984.

Witness: Almon J. King

Charles E. Aud (SEAL)
Charles Aud, Owner

Attest: Almon J. King

ST. MARY'S COUNTY METROPOLITAN
COMMISSION
By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 27th day of April, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles Aud, Owner, named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal. Susan A. Hegel
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of May, 1984, 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 the 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 St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. Susan A. Hegel
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Darsney MAY 15 1984

MADE A. BELL CLERK

THIS EASEMENT AGREEMENT, Made this 21st day of May, 1984,
by and between Noema W. Abell

GRANTOR(S), and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, WITNESSETH:

WHEREAS, GRANTOR(S) (IS) (ARE) the Owner(s) of a tract or parcel of land situate in the Third Election District of St. Mary's County, known and described as Lot(s) Numbered 1 to 5 & 165 to 169, Block 24, of St. Clements Woods Subdivision as per the Deed recorded among the Land Records of St. Mary's County, Maryland in Liber No. 19, folio 386, and

WHEREAS, GRANTOR(S) desire(s) to participate in the St. Clement Shores Sewerage System Program, in Dukehart Creek Sanitary District No. 2, which participation requires the granting of an easement by the GRANTOR(S) for the construction of a pressure sewer facility to provide needed sewer service to the property of the GRANTOR(S).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein, the GRANTOR(S) do (es) hereby grant unto the said St. Mary's County Metropolitan Commission, its successors and assigns, the right to construct, operate, maintain, repair, inspect and remove and replace a sewage system consisting of a pressure sewer, sewage grinder pump and all necessary appurtenances thereto, including an underground electrical cable from the sewage grinder pump to a junction box on an exterior wall of GRANTOR(S) dwelling, upon and across the aforesaid lot or lots of the GRANTOR(S). The general location of pressure sewer, sewage grinder pump and junction box upon the property aforesaid, subject to change necessitated by conditions encountered during construction, is as shown on the drawing attached hereto and made a part hereof.

The said right and easement is granted subject to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR(S) shall be responsible, at GRANTOR(S)'S expenses, for (1) construction and maintenance of the building sewer line for the conveyance of sewage from the dwelling to the sewage grinder pump, and (2) the installation and maintenance of adequate electric service from within the dwelling to the aforesaid junction box on an outer wall of the dwelling, said building sewer line and electric service to be constructed and the connections made in accordance with all applicable specifications, regulations, permit or permits, and subject to the approval of the GRANTEE.
3. Upon completion of construction, maintenance, repair or replacement, GRANTEE shall restore the area to a condition not inferior to that existing prior to beginning the work.
4. GRANTOR(S) shall not erect any building or similar structure over the pressure sewer line, sewage grinder pump or electrical cable; otherwise, GRANTOR(S) may use said property in any manner and for any purpose which will not interfere with the rights hereby granted.

1879 003 PAGE 219

5. GRANTEE shall save the GRANTOR(S) harmless from any and all liability caused by the said GRANTEE, or its agents, in the exercise of the rights granted herein.

WITNESS the due execution hereof.

James B. King *Noema W. Abell* (SEAL)
Noema W. Abell, GRANTOR
GRANTOR(S)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION.
Steven L. King By: *Francis E. Taylor* (SEAL)
Steven L. King, Secretary. Francis E. Taylor, Chairman.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Noema W. Abell
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: 1 July 1984 *Francis J. Mattingly*
Notary Public

STATE OF Maryland, County of St. Marys, to-wit:
I HEREBY CERTIFY, That on this 19 day of June, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Noema W. Abell
the Grantor(s) named in the foregoing
instrument and acknowledged it to be (his)(her)(their) act.
AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of June, 1984,
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 foregoing 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.

My Commission Expires: 7-1-86 *Susan A. Riegel*
Notary Public.

Ret: Phil Dowsy 6-19-84 MARY B. BELL CLERK

THIS EASEMENT AGREEMENT, Made this 3rd day of July, 1984,
by and between John P. Nelson and Rose A. Nelson, his wife,
Grantors and St. Mary's County Metropolitan Commission, a
body politic and corporate, Grantee, WITNESSETH:

WHEREAS, Grantors the owner of a tract or parcel of ground situate in
the Eighth Election District of St. Mary's County, Maryland, described in a deed
to the within Grantors from Joseph A. Myers and Jean M. Myers, his wife,
dated July 17, 1975, and
recorded among the Land Records of St. Mary's County, Maryland in Liber DBK
No. 233, folio 92, and,

WHEREAS, Grantee plans and intends to construct and operate a collector
sewer and appurtenances, hereafter "Facilities", in under, and along the bed of
the said Norris Drive and partly upon Grantors
property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration, the receipt of which is hereby acknowledged,
the Grantors do hereby GRANT and CONVEY unto St. Mary's County Metropolitan
Commission, a body politic and corporate, a permanent easement and right-of-
way, in through, under, and across the land of the Grantors and described as
follows, that is to say:

Beginning for the same at the common rear property corner of
Lots 13 and 14A, a resubdivision of part of Woodland Section One
as recorded in Plat Liber DBK 8, folio 40 and running with the
common property line of the aforesaid Lots 13 and 14 A:

1. South 84°27'53" West, 60.89 feet thence leaving the
aforesaid common property line and running through
the aforesaid Lot 14A,
2. North 74°42'21" East, 61.72 feet to the rear rproperty line
of the aforesaid Lot 14A and running with said rear lot line,
3. South 05°32'07" East, 10.14 feet to the point of beginning
and containint 309 square feet, more or less.

TO HAVE AND TO HOLD the permanent easement and right-of-way hereby granted
unto the St. Mary's County Metropolitan Commission, a body politic and corpo-
rate, its successors and assigns, forever.

AND the Grantors herein do hereby agree that the Grantee, its agents,
servants, successors and assigns, shall have the right to enter upon the afore-
said easement whenever it may be necessary for any or all of the purposes
aforesaid.

FURTHER, the said Grantors hereby grant unto the Grantee herein, the
right and privilege to enter upon and to use temporarily the strip of land
hereinafter described:

A 10-foot wide temporary easement running with, binding on, and
contiguous to the northerly boundary of the permanent easement
described herein.

USER 003 PAGE 221

for the accommodation of construction equipment, materials, excavated earth and for other purposes pertinent to and during the initial construction of the Facilities.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the strip of land described above and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to Grantors property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

Rose A. Nelson

John P. Nelson (SEAL)
John P. Nelson, Grantor

John P. Nelson

Rose A. Nelson (SEAL)
Rose A. Nelson, Grantor

Attest:

St. Mary's County

St. Mary's County Metropolitan
Commission

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 29 day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John P. Nelson + Rose A. Nelson, the Grantors named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Susan A. Hegele
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, that on this _____ day of _____, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself to be _____ of _____ and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by himself as _____.

Witness my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____.

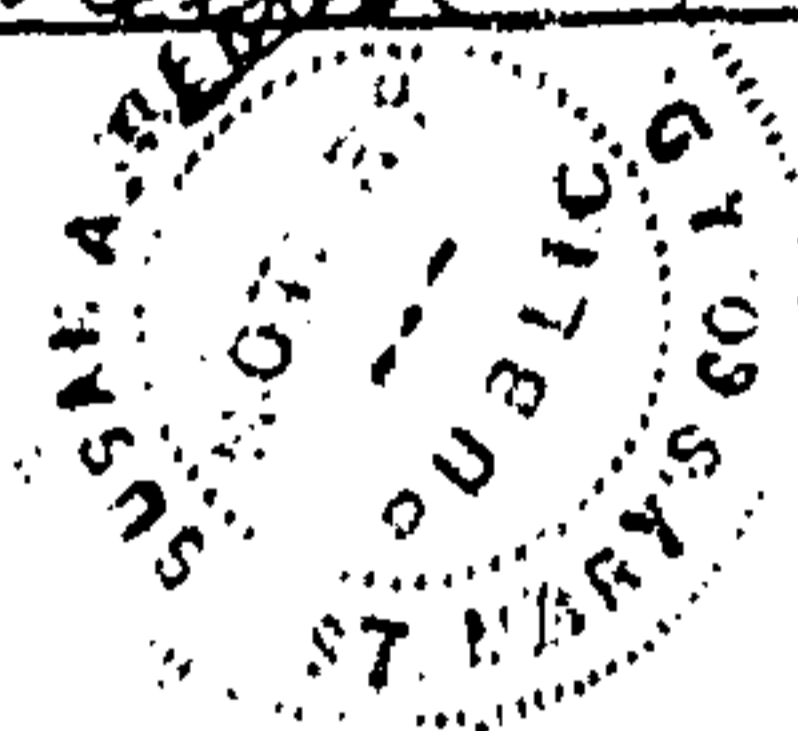
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 3rd day of July, 1984, 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 foregoing 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.

Susan A. Regal
Notary Public.

My Commission Expires: 7-1-86



MARY R. BELL, CLERK

Ret: Phil Rowley 7-16-84

AGREEMENT FOR FUNDING OF WATER LINE

11:28AM 07/16/84A METCOM \$0.00

AGREEMENT Made and entered into this 21st day of June, 1984, by and between St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter COMMISSION, and National Mobile Home Partnership, hereinafter DEVELOPER.

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, Maryland, and

WHEREAS, the Developer is developing certain real property within the said Sanitary District which is described on a Site Plan of National Mobile Home Park, Section 5, prepared by D. H. Steffens Co., dated March, 1984, and

WHEREAS, the Developer has requested that a water line extension be constructed from the Commission's existing water supply system to a point on Maryland Route 235 from which Developer's property may be served, and the Commission is willing to undertake such construction providing a substantial contribution is made by Developer toward the cost of such construction as provided in Section 113-9.J. of the Code of St. Mary's County.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein, the parties agree as follows:

FIRST: That preliminary plans for water and sewerage facilities, as applicable, to be constructed by Developer within the boundaries of Developer's property have been reviewed and accepted by the Commission, but that no work in the construction of such facilities shall be commenced by Developer prior to the time the Developer enters into a Public Works Agreement with the Commission regarding the transfer of these facilities to the Commission, or a portion thereof, and has secured from the Commission a building permit therefor; said Public Works Agreement and permit shall contain such conditions and restrictions as may be required by the Commission to assure that all construction shall be in accordance with plans submitted to and specifications approved by the Commission.

SECOND: The Commission shall proceed to prepare specifications and bid documents and to advertise for bids from qualified contractors for this construction. Upon receipt of and opening of such bids, the Commission will submit the lowest bid received from a responsible and qualified bidder to the Developer for review and approval, and the Developer agrees to act upon such submission within five (5) days of receipt thereof.

THIRD: If the Developer approves the bid submitted to it, then it shall forthwith pay to the Commission a sum equal to two-thirds (2/3rds) of the total bid price less the costs attributable to fire hydrant installations and water service connections along the route of the water line in Route 235. It is agreed by the parties hereto that an eight-inch (8") diameter water line is required to adequately serve National Mobile Home Park, Section 5, and to provide adequate fire protection within that development, whereas the Commission desires to install a twelve-inch water line as an extension of its existing system, and that the Commission will, therefore, bear the cost of such additional capacity and the cost of fire hydrants and service connections over and above the two-thirds (2/3rds) contribution by the Developer.

FOURTH: The same ratio stipulated in Paragraph Third above, namely, two-thirds (2/3rds), shall be applied as the Developer's contribution to any additional costs resulting from change orders or other unprovided charges occurring during construction, which additional costs and charges shall be paid promptly by the Developer upon notice from the Commission; otherwise no water service shall be provided to the Developer's project until all such payments have been received.

FIFTH: The DEVELOPER also agrees to pay to the Commission a sum equal to two-thirds (2/3rds) of the inspection fee on this project, said inspection fee being three per cent (3%) of the total acceptable bid price less the cost of fire hydrant installations and water service connections along the route of the water line as referred to above, plus the same percentage of any additional costs resulting from change orders or other unprovided for charges.

SIXTH: 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.

WITNESS:

[Signature]

NATIONAL MOBILE HOME PARTNERSHIP

By: Alan W. Bernstein

ATTEST:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 21st day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alan W. Bernstein, who acknowledged himself to be General Partner of National Mobile Home Partnership, and that he, as such General Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of National Mobile Home Partnership by himself as General Partner

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

Jail S. Simcox
NOTARY
ARUNDEL CO. MD.

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

I HEREBY CERTIFY, That on this 3rd day of July, 1984, 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 the St. Mary's County Metropolitan Commission, 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 said St. Mary's County Metropolitan Commission by himself as Chairman.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Regel
NOTARY
ST. MARY'S COUNTY MD.

Ret: Phil Dousey 7-16-84

MARY B. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and

Alva V. Watson

and Thomas B. Watts

hereinafter the "Developer".

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

8th

Sanitary District, and,

11:10AM07/17/84A HETCOH \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as

Hunting Quarters, as

described by boundary survey in MRB 141, Folio 252

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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 & B 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.

Liber 003 Page 225 thru Page 228 received from Hall of Records replace original film copies that were removed from this book
para 7-22-97

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, capital contributions, debt service charges, ready-to-serve charges, and service charges as applicable. At this time, the review fee is \$20 per equivalent dwelling unit (EDU), the debt service charge is \$1.94 per front foot per year (50-foot minimum assessment per EDU) and the inspection fee is 3% of the cost of central water and sewerage construction. A capital contribution of \$100 per EDU will be required to cover this development's share of the cost of augmenting the capacity of the Great Mills Wastewater Pumping Station to be paid when site plans for each phase are approved.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A & B of this document, according to the schedule and in the phase of 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 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 to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and right-of-ways 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. Maintenance of all facilities will be the responsibility of the Developer until said facilities are accepted by the Commission. The facilities will not be accepted until all paving, grading, and other site work are completed by the Developer in the opinion of the Commission.

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 added 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: Upon acceptance of the facilities, the Commission will have the option of connecting any customers it deems feasible to accept. However, the Commission guarantees the right of the Developer to complete the Hunting Quarters Subdivision, including water and sewerage connections. In the event of other connections to the sewage force main on Maryland Route 5, the Developer will be reimbursed per the following equation:

$$\text{Rebate} = \frac{\text{ACC}}{2} \times \frac{\text{No. EDU's}}{88 \text{ EDU's}}$$

ACC = Actual cost of constructing force main in Maryland Route 5 only.

EDU = Equivalent Dwelling Unit

Sum of rebates shall not exceed $\frac{\text{ACC}}{2}$

No rebates can be collected ten (10) years after the date of this agreement.

THIRTEENTH: 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 hands and seals of the parties hereto, this 3rd day of July, 1984.

ATTEST:

Alva V. Watson (SEAL)
Thomas B. Watts (SEAL)
Thomas B. Watts

ATTEST:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY that on this 2nd day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alva V. Watson & Thomas B. Watts Associates, who acknowledged themselves to be the OWNERS OF HUNTING QUARTERS Associates, a corporation, and that as such OWNERS, 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 Hunting Quarters Associates.
WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.

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

I HEREBY CERTIFY that on this 3rd day of July, 1984, 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 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 St. Mary's County Metropolitan Commission by himself as Chairman.
WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Hunting Quarters Total No. of Phases: 2
Developer: Alva V. Watson and Thomas B. Watts

Phase I

Plat Ref.: _____ # of Lots to be Served: 48
Projected Const. Start Date: September 1984
Projected Const. Completion Date: September 1985
Facilities to be Constructed*: Well, Water Storage Tank and Distribution System
and pump house.

Phase II

Plat Ref.: _____ # of Lots to be Served: 40
Projected Const. Start Date: September 1985
Projected Const. Completion Date: September 1986
Facilities to be Constructed*: Distribution System, well, ground storage tank, and
service pumps.

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: JEZ
(Initials)

Developer: AVW TBS
(Initials)

*Lib 003 Page 228 thru Page 228 received from
Hall of Records replace original film copies that
were removed from this book.
JWA
7-28-97*

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: Hunting Quarters Total No. of Phases: 2

Developer: Alva V. Watson and Thomas B. Watts

Phase I

Plat Ref.: _____ # of Lots to be Served: 48

Projected Const. Start Date: September 1984

Projected Const. Completion Date: September 1985

Facilities to be Constructed*: Wastewater pumping station and collection system,
and force main.

Phase II

Plat Ref.: _____ # of Lots to be Served: 40

Projected Const. Start Date: September 1985

Projected Const. Completion Date: September 1986

Facilities to be Constructed*: Collection system.

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 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: JG2
(Initial)

Developer: AW AW
(Initial)

Ret: Phil Dawson 7/17/84 MARY R. BELL, CLERK

LIBER 003 PAGE 230

EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 11TH day of JUNE, 1984, by and between William Bradley Chisholm and Thu T. Chisholm, his wife, GRANTORS, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE, and STATE NATIONAL BANK, TRUSTEE, pursuant to the Deed of Trust hereinafter referenced, Lienor, who joins in the execution of this Deed of Easement for the purpose of releasing the easement and rights herein conveyed from the operation and effect of a certain Deed of Trust on the land of the GRANTORS, dated August 2, 1983, and recorded among the Land Records of St. Mary's County, Maryland in Mortgage Liber MRB No. 152, folio 225, retaining, however, their rights as trustees and holders of said Deed of Trust to the remainder of the land of the GRANTORS described therein and not affected by this conveyance. 1:45 PM 7/23/84 NETCOM \$0.00

WHEREAS, the GRANTEE herein desires to construct and maintain a public sewer and its appurtenances in, over, and across the land of the GRANTORS herein, which land is particularly described in a Deed from Michael J. Humphrey to said GRANTORS, dated August 2, 1983, and recorded in Liber MRB No. 152, folio 224, one of the aforementioned Land Records, and the said GRANTORS are willing to grant such right;

WITNESSETH, that in consideration of the premises and of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said William Bradley Chisholm and Thu T. Chisholm, his wife, do hereby grant and convey, and said State National Bank, Trustee and Lienor, aforesaid, does hereby release unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, in perpetuity, an easement or right-of-way for the laying, construction, maintenance, repair, and replacement of a public sewer and its appurtenances in, over, and across the said land of the GRANTORS herein, situate, lying, and being in the 8th Election District of St. Mary's County, Maryland, said easement or right-of-way being described as follows, that is to say:

Beginning for the same at a point located at the centerline of a 15-foot permanent easement South 04°00'00" West, 7.50 feet to the common front property corner of Lots 213 and 214, Section 2, Barefoot Acres Subdivision as recorded among the Land Records of St. Mary's County in Plat Book 7, folio 60; thence running parallel to the common property line of said lots 213 and 214 South 86°00'00" East 180.00 feet to a point on the rear property line of said lot 214 and containing 2,700 square feet more or less.

Being part of a conveyance described in a deed from Michael J. Humphrey to William Bradley Chisholm and Thu T. Chisholm, his wife, dated August 2, 1983, and recorded among the Land Records of St. Mary's County in Liber MRB 152, folio 224.

TO HAVE AND TO HOLD the EASEMENT hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns forever.

GRANTEE and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions in the Easement area deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE, at its own expense, shall restore the property, as nearly as possible, to its original condition, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of lawn areas, but not the replacement of trees, structures, or other obstructions. It is further agreed that no buildings or permanent structures of any kind shall be erected within the aforesaid permanent easement at any time, by any of the parties hereto, their heirs, personal representatives, successors, and assigns.

The said GRANTORS do hereby further grant unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, the right and privilege to enter upon, and to use the additional strips of land described as follows:

Together with a 10-foot temporary easement binding on and contiguous to the southerly boundary of the 15-foot permanent easement, and binding on and contiguous to the rear property line of Lot 214, for and during the original construction of said utilities and appurtenances within the above-described permanent easement for any and all purposes pertinent thereto; provided, however, that the ground so entered upon and used shall be restored to the original grade and left in a condition not inferior to that existing prior to entry.

AND the GRANTORS covenant that they will not erect any structure in such additional strips of land or otherwise use the same in any manner which will interfere with or obstruct the original construction of said public utilities.

Anything in this Agreement to the contrary notwithstanding, GRANTEE hereby agrees that in case of the removal of, or damage to, trees located within the permanent and/or the temporary construction easements hereby conveyed as a result of the sewer construction, then the fair value of any tree removed, or the amount of the damage to any such tree, shall be paid by GRANTEE to the GRANTORS, the fair value or amount of damage to be as determined by an official State forester, or, by an independent, professional appraiser possessing suitable qualifications.

AS WITNESS the due execution hereof.

WITNESS:

William Bradley Chisholm (SEAL)
William Bradley Chisholm, Grantor

ATTEST:

Thu T. Chisholm (SEAL)
Thu T. Chisholm, Grantor

ATTEST:

Simon T. King

State National Bank (SEAL)
State National Bank, Trustee
ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 11th day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William Bradley Chisholm and Thu T. Chisholm, his wife, the Grantors named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.

STATE OF Maryland, County of Montgomery, to-wit:

I HEREBY CERTIFY, That on this 3 day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip M. Connerford for State National Bank, Trustee, Leinor named in the foregoing Easement Agreement, and acknowledged that they executed the said instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.

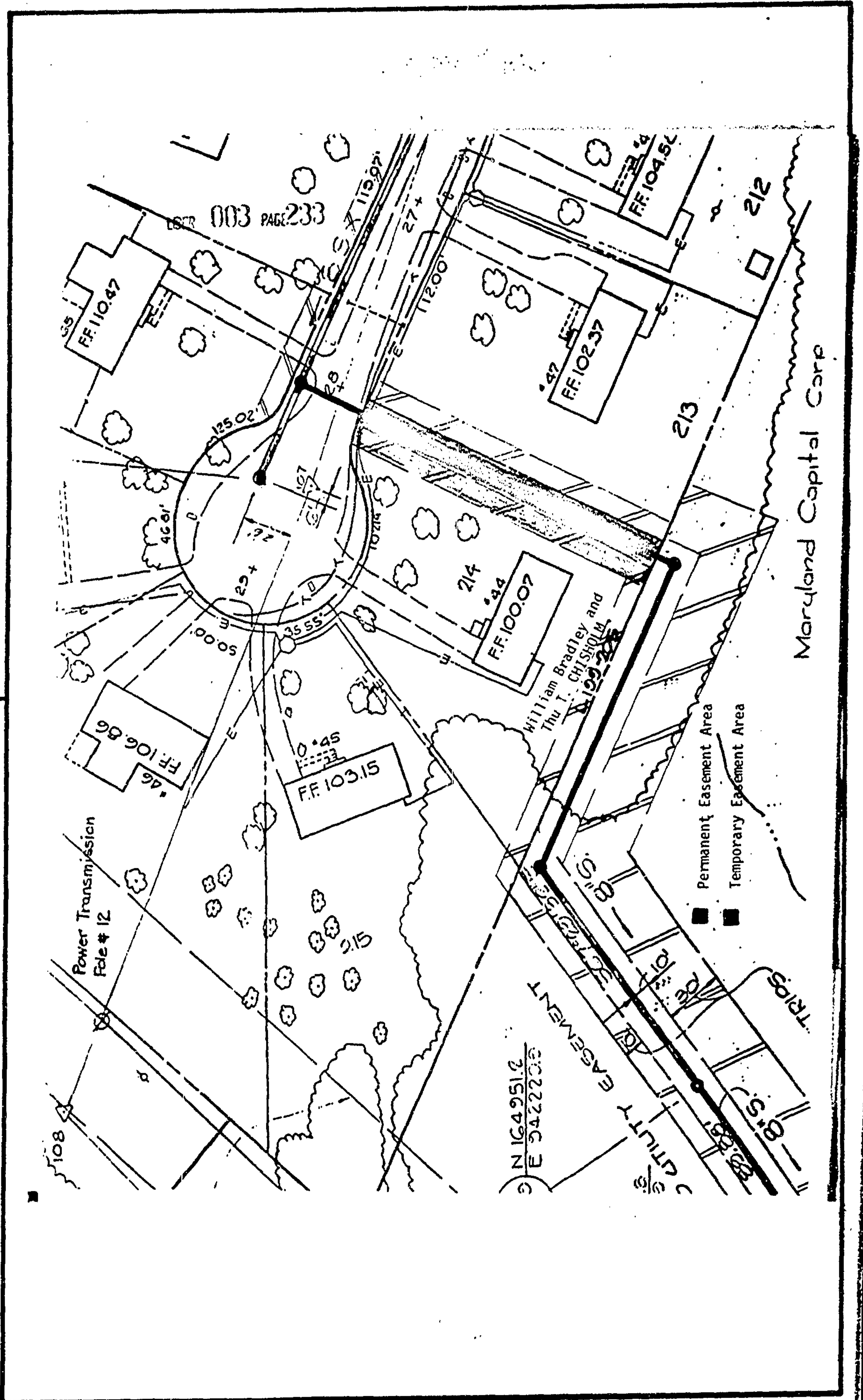
STATE OF MARYLAND, County of St. Mary's to-wit:

I HEREBY CERTIFY, That on this 12th day of July, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.





Ret: Phil Sawyer

7/23/84

MARY R. BELL, CLERK

LIBER DBK PAGE 234

EASEMENT AGREEMENT 1:45PM07/23/84A METCOM \$0.00

THIS EASEMENT AGREEMENT, Made this 12th day of July, 1984,
by and between Maryland Capital Corporation, Grantor, and St. Mary's County
Metropolitan Commission, a body politic and corporate, Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of a tract or parcel of ground situate in
the Eighth Election District of St. Mary's County, Maryland, described in a deed
to the within Grantor from Hall Properties, Inc., a body corporate, dated
December 1, 1969, and recorded among the Land Records of St. Mary's County in
Liber DBK, No. 156, Folio 88.

WHEREAS, Grantee plans and intends to construct and operate a gravity
sewer and appurtenances, hereafter "Facilities", partly upon Grantor's property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and
other good and valuable consideration, the receipt of which is hereby acknowledged,
the Grantor does hereby GRANT AND CONVEY unto St. Mary's County Metropolitan
Commission, a body politic and corporate, a permanent easement and right-of-way,
in, through, under, and across, the land of the Grantor and described as follows,
that is to say:

All that strip or parcel of land being and comprising a utility
easement twenty-feet wide and situated to the Southwest of the subdivi-
sion know as Barefoot Acres with the centerline of said easement
being described as follows:

Beginning for the same at a point located South 86°00'00" East
10.00 feet from the common rear property corner of Lots 213 and 214,
Barefoot Acres Subdivision, Section Two and recorded among the Land
Records of St. Mary's County in Plat Book 7, Folio 60; thence running
with the centerline of a proposed sanitary sewer line the following
four courses and distances:

1. South 04°00'00" West 175 feet, thence
2. South 67°29'32" East 329 feet, thence
3. South 08°32'07" West 300 feet, thence
4. South 34°53'10" East 228 feet, to a point and dividing into

two separate courses and distances; thence, from the end of the last
mentioned (third) line, running South 27°33'10" East 64.48 feet to a
point of ending being located on and 31.55 feet from the beginning of
the Twenty-first or North 62°42'52" East 250.06-foot line described in
a deed from Maryland Capital Corporation to the State of Maryland
Department of Natural Resources, dated October 29, 1976, and recorded
among the Land Records of St. Mary's County in Liber DBK 261, Folio 219;
thence with a new course and distance from the previously described
fourth line herein, running South 79°19'48" East 46.85 feet to the
second point of ending being located on and 51.36 feet reversely along
the Twentieth or South 31°17'08" East 194.90-foot line described in the
aforementioned deed.

Containing 22,680± square feet or 0.521 acres of land.

Together with a thirty-foot wide temporary construction strip
running Northeast of, adjacent, contiguous, and parallel to the above
described easement for the entire length thereto.

Being part of a conveyance described in a deed from Hall Properties,
Inc., a body corporate, to Maryland Capital Corporation, dated December 1,
1969, and recorded among the Land Records of St. Mary's County in Liber
DBK 156, Folio 88.

TO HAVE AND TO HOLD the permanent easement and right-of-way hereby granted
unto the St. Mary's County Metropolitan Commission, a body politic and corporate,
its successors and assigns, forever.

AND the Grantor herein does hereby agree that the Grantee, its agents, servants, successors, and assigns, shall have the right to enter upon the aforesaid easement whenever it may be necessary for any or all of the purposes aforesaid.

FURTHER, the said Grantor does hereby grant unto the Grantee herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described:

Together with a 30-foot temporary easement binding on and contiguous to the Northerly and Easterly sides of the 20-foot permanent easement and a 10-foot temporary easement binding on and contiguous to the Southerly and Westerly sides of said permanent easement,

for the accommodation of construction equipment, materials, excavated earth and for other purposes pertinent to and during the initial construction of the Facilities.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the strip of land described above and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to Grantor property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

Sylvia B. Tompkins

MARYLAND CAPITAL CORPORATION

John T. Daugherty (SEAL)
John T. Daugherty, President

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, that on this 11th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John T. Daugherty who acknowledged himself to be President of Maryland Capital 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 Maryland Capital Corporation by himself as President.

Witness my hand and Notarial Seal.

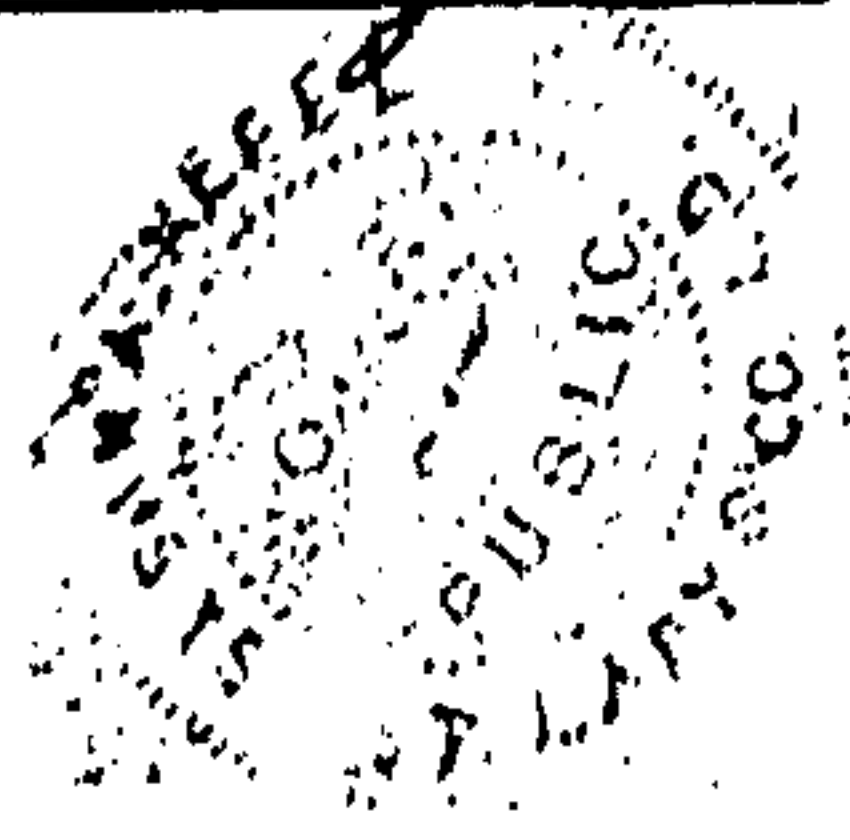
Sylvia B. Tompkins
Notary Public.

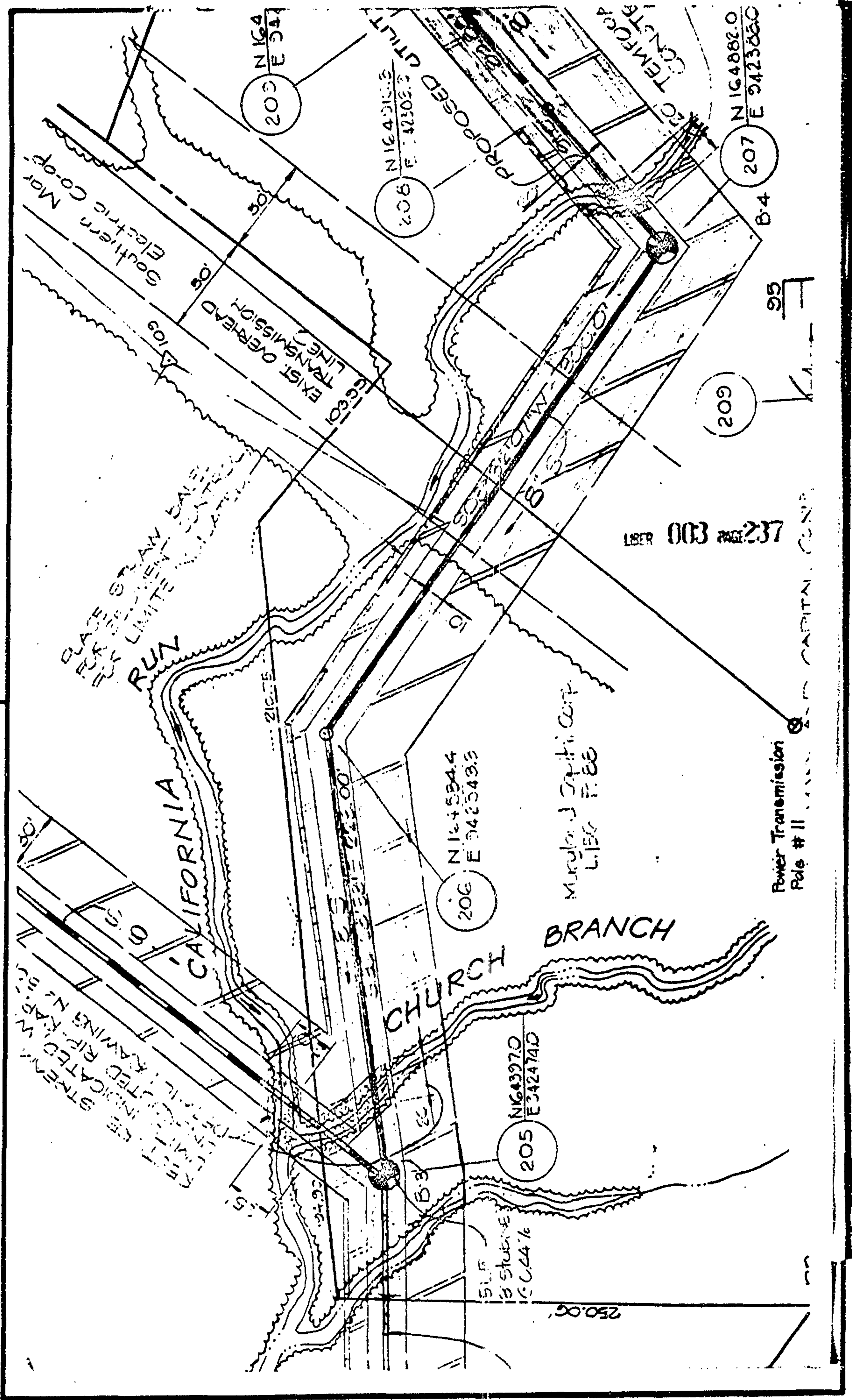
My Commission Expires: 7-1-86

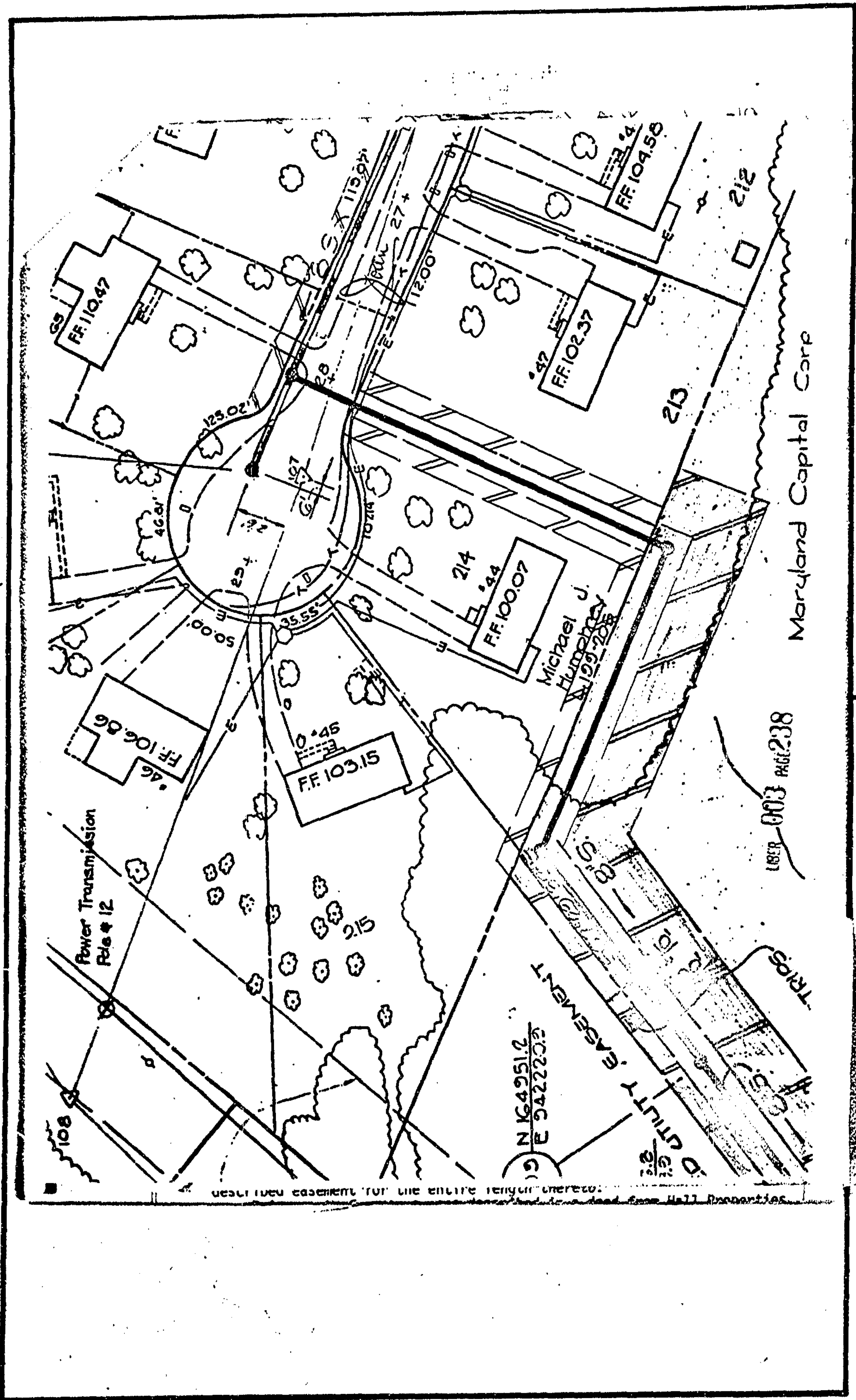
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 12th day of July, 1984, 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 foregoing 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.

My Commission Expires: 7-1-86 Susan A. Regel
Notary Public.







Reto Phil Dowdy 7/23/84

MARY B. BELL, CLERK

LIBER 003 PAGE 233
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, Made this 19th day of July, 1984,
by and between Containerization, Inc., a body corporate,

Grantor and St. Mary's County Metropolitan Commission, a
body politic and corporate, Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of a tract or parcel of ground situate in
the Eighth Election District of St. Mary's County, Maryland, described in a deed
to the within Grantor from Hall Properties, Inc., a body corporate,
dated April 17, 1967, and
recorded among the Land Records of St. Mary's County, Maryland in Liber MRF
No. 133, folio 80, and,

WHEREAS, Grantee plans and intends to construct and operate a
and appurtenances, hereafter "Facilities", in under, and along the bed of
the said Norris Drive and partly upon Grantor's
property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration, the receipt of which is hereby acknowledged,
the Grantor does hereby GRANT and CONVEY unto St. Mary's County Metropolitan
Commission, a body politic and corporate, a permanent easement and right-of-
way, in through, under, and across the land of the Grantor and described as
follows, that is to say:

Beginning for the same at a point North 05°32'07" West, 50.09 feet
from the common front property corner of Lots 13 and 14A, a re-subdivi-
sion of part of Woodland Section Once, as recorded in Plat Liber DBK No.
8, Folio 40, and running with the centerline of a 20-foot permanent ease-
ment North 74°42'21" East, 294.29 feet to the common rear property corner
of the aforesaid Lots 13 and 14A and containing 5,577 square feet, more
or less.

1:45PM07/23/84A METCOM \$0.00

TO HAVE AND TO HOLD the permanent easement and right-of-way hereby granted
unto the St. Mary's County Metropolitan Commission, a body politic and corpo-
rate, its successors and assigns, forever.

AND the Grantor herein does hereby agree that the Grantee, its agents,
servants, successors and assigns, shall have the right to enter upon the afore-
said easement whenever it may be necessary for any or all of the purposes
aforesaid.

FURTHER, the said Grantor does hereby grant unto the Grantee herein, the
right and privilege to enter upon and to use temporarily the strip of land
hereinafter described:

A 10-foot wide temporary easement running with, binding on, and
contiguous to the northerly and southerly boundaries of the permanent
easement described herein.

LIBER 003 PAGE 240

for the accommodation of construction equipment, materials, excavated earth and for other purposes pertinent to and during the initial construction of the Facilities.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the strip of land described above and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to Grantor property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

Sylvia B. Tompkins

CONTAINERIZATION, INC.

By: *John T. Daugherty* (SEAL)
John T. Daugherty, President

(SEAL)

Attest:

Francis E. Taylor

St. Mary's County Metropolitan Commission

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 11th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John T. Daugherty the Grantor named in the foregoing instrument, and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Sylvia B. Tompkins
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, that on this 11th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John T. Daugherty who acknowledged himself to be President of Containerization, Inc. 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 Containerization, Inc. by himself as President.

Witness my hand and Notarial Seal.

Sylvia B. Tompkins
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, That on this 19th day of July, 1984
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission expires: 7-1-86



Ret: Phil Dossay 7/23/84

MARY R. BELL, CLERK

EASEMENT AGREEMENT

LIBER 003 PAGE 242
THIS EASEMENT AGREEMENT, Made this 19th day of July 1984, by and between William R. Rogers and Karen Jo Rogers, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS: from Frank E. Shimko, et ux., dated July 17, 1975, and recorded among the Land Records of St. Mary's County in Liber MRB No. 095, folio 82.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide across the land of the GRANTORS, beginning for the same at a point on the easterly line of Norris Drive (40' wide) and on the westerly line of Lot 15 in Woodland, Section 1, per subdivision Plat thereof recorded in Plat Liber CBG No. 6, folio 7, a St. Mary's County Land Record, said point being S 05° 32' 07" E, a distance of 15 feet from the north-westerly corner of said Lot 15, thence running through the land of the Grantors S 05° 32' 07" E, a distance of 145.88 feet; the said 10' wide strip thus running parallel to and binding upon the front property line of GRANTORS' property for its entire length.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

_____	<u>William R. Rodgers</u> (SEAL) William R. Rodgers, Grantor
_____	<u>Karen Jo Rogers</u> (SEAL) Karen Jo Rogers, Grantor

Attest:

<u>Steven J. King</u>	ST. MARY'S COUNTY METROPOLITAN COMMISSION - By <u>Francis E. Taylor</u> (SEAL) Francis E. Taylor, Chairman
-----------------------	---

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

I HEREBY CERTIFY, That on this 16th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William R. Rodgers and Karen Jo Rogers, his wife, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: <u>7-1-86</u>	<u>Laura A. Regel</u> Notary Public.
--------------------------------------	---

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 198 _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

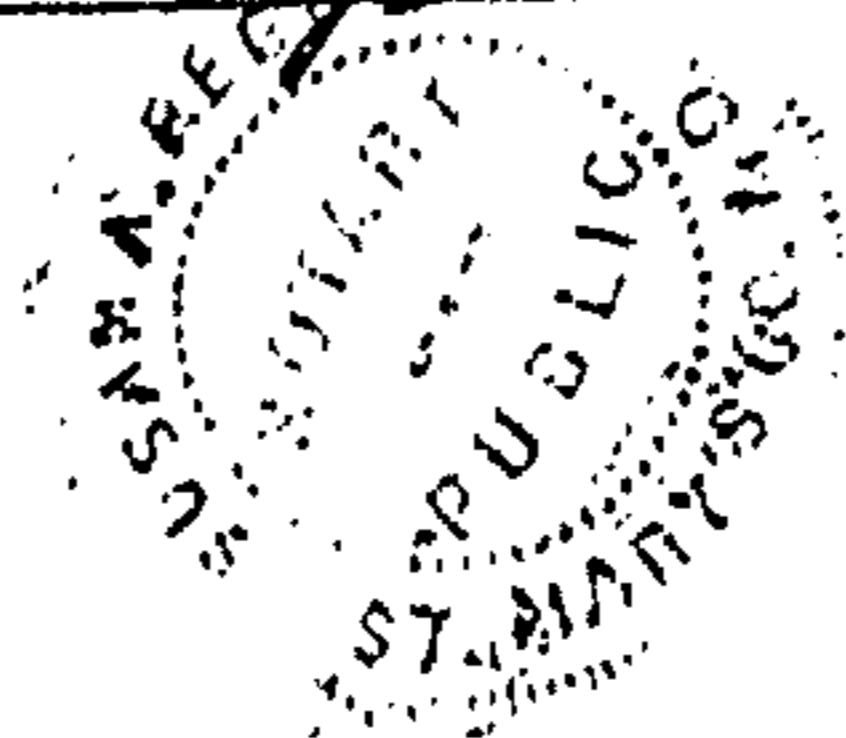
My Commission Expires: _____	_____ Notary Public.
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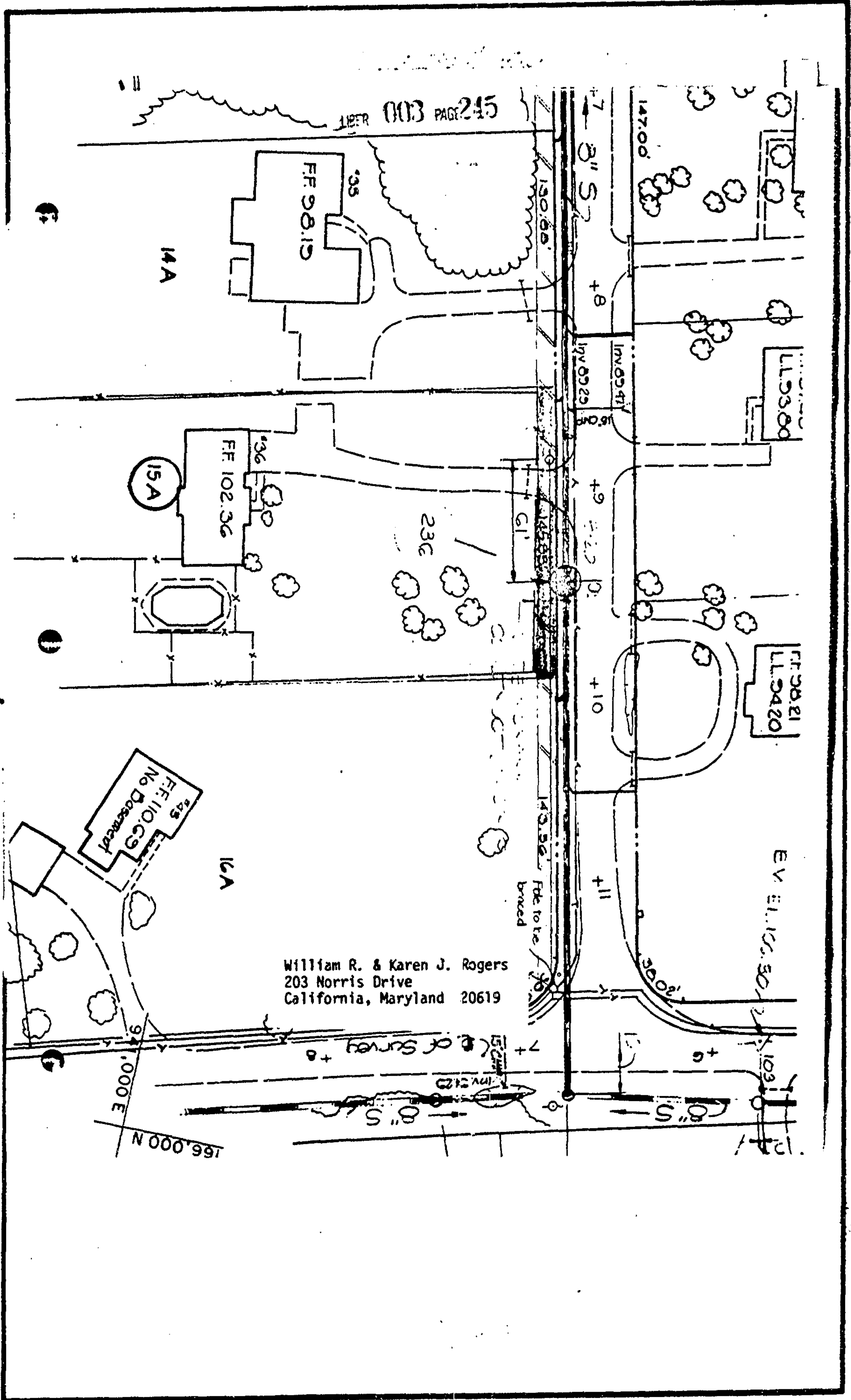
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 19th day of July, 1984
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 foregoing instrument for the purposes therein contained by signing the
name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public

My Commission expires: 7-1-86





William R. & Karen J. Rogers
 203 Norris Drive
 California, Maryland 20619

Ret: Phil Dawson 7/23/84

MARY R. BELL, CLERK.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, Made this 12th day of July, 1984, by and between Walter B. Reeves and Hope F. Reeves, his wife, GRANTORS, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are the owners of a lot, tract, or parcel of land located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, which land is described in a Deed to the said GRANTORS from Robert I. Garner, T/A Garner Construction Company, dated December 29, 1983, and recorded among the Land Records of St. Mary's County in Liber MRB, No. 167, Folio 393.

WHEREAS, GRANTEE has planned for and will construct certain extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Sanitary District and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during construction of the Facilities and restoration work thereafter, and the said GRANTORS are willing to grant such right of user.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic, and corporate, the right, privilege, and easement to enter upon and use the land of the GRANTORS hereinafter described, for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to construction of the Facilities:

A 10-foot wide strip of land comprising a temporary construction easement adjacent to, binding on, and running with the southerly side of an existing 50-foot wide drainage and utility easement and along the northerly boundary line of Lot 16, Abell Drive, as recorded among the Land Records of St. Mary's County in Plat Book 19, Folio 19 for Woodland Acres, Section 2,

GRANTORS do hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear and remove obstructions wherever necessary and to use the same for the purposes stated; provided, however, that following completion of construction, GRANTEE hereby agrees that it will cause to be removed from said property all debris, surplus materials, and construction equipment and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use, including, as the case may be, reseeding of lawn areas, replacement of shrubs, fences, mail box posts, and repair of damaged paving.

GRANTORS hereby agree not to erect any structure upon or other wise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Walter B. Reeves (SEAL)
Walter B. Reeves, Grantor

Hope F. Reeves (SEAL)
Hope F. Reeves, Grantor

ATTEST:

Francis E. Taylor

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF New Jersey, County of Ocean, to-wit:

I HEREBY CERTIFY, That on this 3rd day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter B. Reeves and Hope F. Reeves, his wife, GRANTORS, named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Eleanor Hart

ELEANOR ~~HART~~ Public.

My Commission Expires: NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 1988

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

I HEREBY CERTIFY, That on this 12th day of July, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regal
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Dowsy 7/23/84 MARY B. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 12th day of July, 1984, by and between Joseph J. Czarnecki and Doris DeLong Czarnecki, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS from Lyle H. Schaefer, et ux., dated November 25, 1970, and recorded among the Land Records of St. Mary's County, in Liber DBK No. 164, folio 71.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTOR hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

A strip of land ten feet (10') wide and 100 feet long across the property of the GRANTORS described as part of Lot 19 in the subdivision known as Woodland, Section 1, as per Plat thereof recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber CBG 6, folio 7, said strip running parallel to and binding upon the front property line of Lot 19, said front property line being also the right-of-way line of Barefoot Drive (60' wide) as shown on said Plat.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

BOOK 003 PAGE 249

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.
AS WITNESS the due execution hereof.

Joseph J. Czarnecki, Grantor (SEAL)

Doris DeLong Czarnecki, Grantor (SEAL)

Attest: _____
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 9th day of July, 1984,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph J. Czarnecki,
the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal. Susan A. Regal
Notary Public.
My Commission Expires: 7-1-86

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 9th day of July, 1984,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Doris DeLong Czarnecki,
the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal. Susan A. Regal
Notary Public.
My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 12th day of July, 1984,
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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.
AS WITNESS my hand and Notarial Seal.

AS WITNESS my hand and Notarial Seal. Susan A. Regal
Notary Public.
My Commission Expires: 7-1-86

Ret. Phil Dorsey 7/23/84 MARY B. BELL, CLERK

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

LIBER 003 PAGE 251

Sandra K. Franzen (SEAL)
Sandra K. Franzen Grantor

(SEAL)

Attest:

Steven A. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of ST. MARY'S, to-wit:

I HEREBY CERTIFY, That on this 9th day of AUGUST, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SANDRA K. FRANZEN, the GRANTOR named in the foregoing instrument and acknowledged it to be act.

AS WITNESS my hand and Notarial Seal.

Frank Spray
Notary Public.

My Commission Expires: July 1986

STATE OF _____, County of _____, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 198____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 21st day of August, 1984, 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 aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

DK

224

223

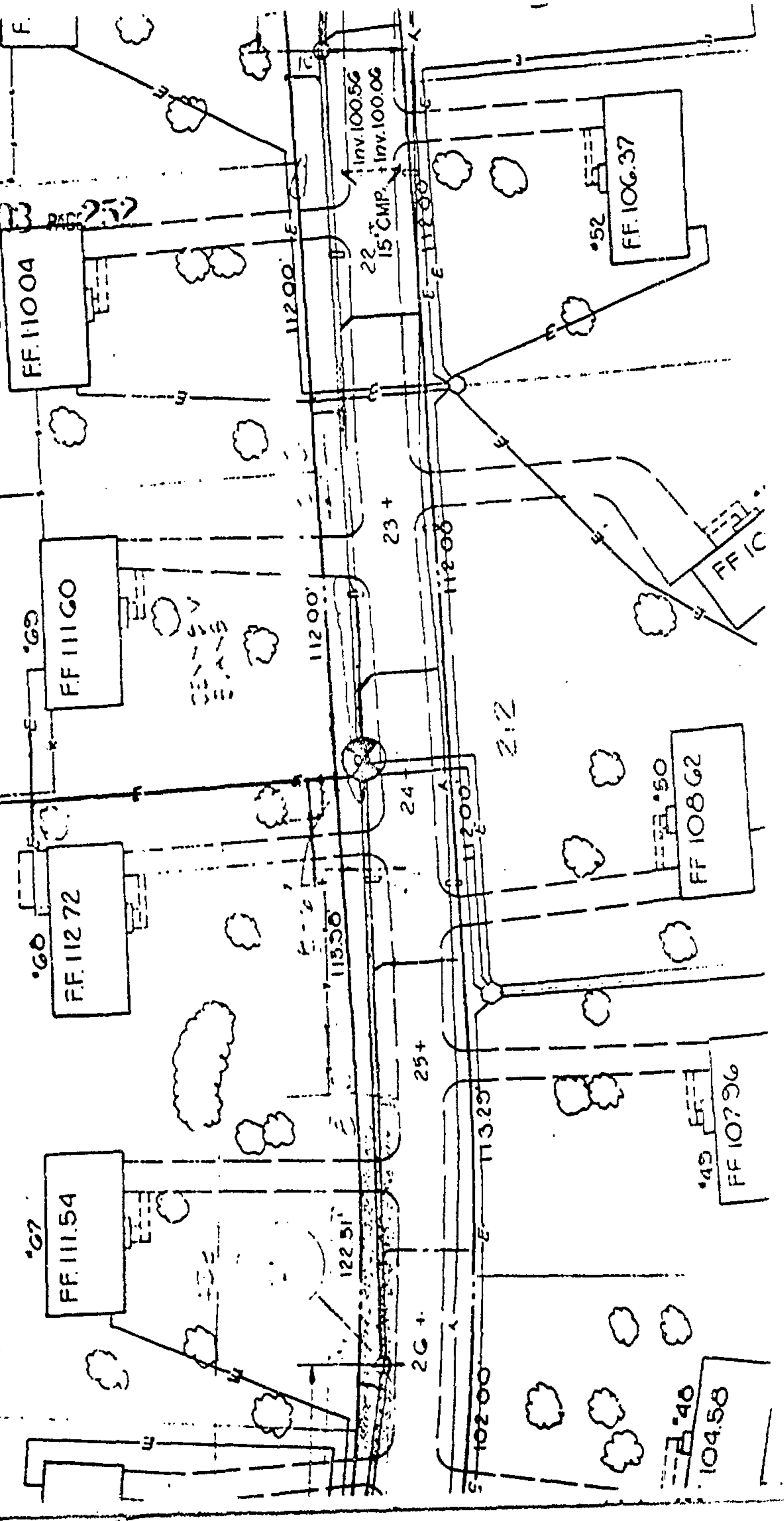
221

220

Flwy footage
= 104 till = 113 feet

SAROLA FINATED
616 Jona Drive

CATSKX
MOUNTAIN



Ret: Phil Dorsey 8/23/84

MARY R. BELL, CLERK

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, Made this 15th day of August, 1984, by and between WILLIE J. MACKLIN, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTOR is the owner of a lot tract, or parcel of land located in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, which land is described in the following Deed to the said Grantor from Philip C. Wintercorn, dated August 21, 1981, and recorded among the Land Records of St. Mary's County in Liber MRB 106, Folio 452.

WHEREAS, Grantee plans and intends to construct and operate a gravity sewer and appurtenances, hereafter "Facilities", partly upon Grantor's property, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during construction of the Facilities and restoration work thereafter, and the said GRANTOR is willing to grant such a right of user.

9:09AM08/23/84B METCOM \$0.00

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTOR does hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use the land of the GRANTOR hereinafter described, for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to construction of the Facilities:

A 10-foot temporary easement binding on and contiguous to the southerly most boundary line of Lot 213, Barefoot Acres, Section 2, as recorded among the Land Records of St. Mary's County in Plat Book 7, Folio 60.

GRANTOR does hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear and remove obstructions wherever necessary and to use the same for the purposes stated; provided, however, that following completion of construction, GRANTEE hereby agrees that it will cause to be removed from said property all debris, surplus materials and construction equipment and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use, including, as the case may be, reseeding of lawn areas, replacement of shrubs, fences, mail box posts, and repair of damaged paving.

GRANTOR hereby agrees not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction final inspection, and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Witness:

Willie J. Macklin (SEAL)
Willie J. Macklin, Grantor

Attest:

Steven J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

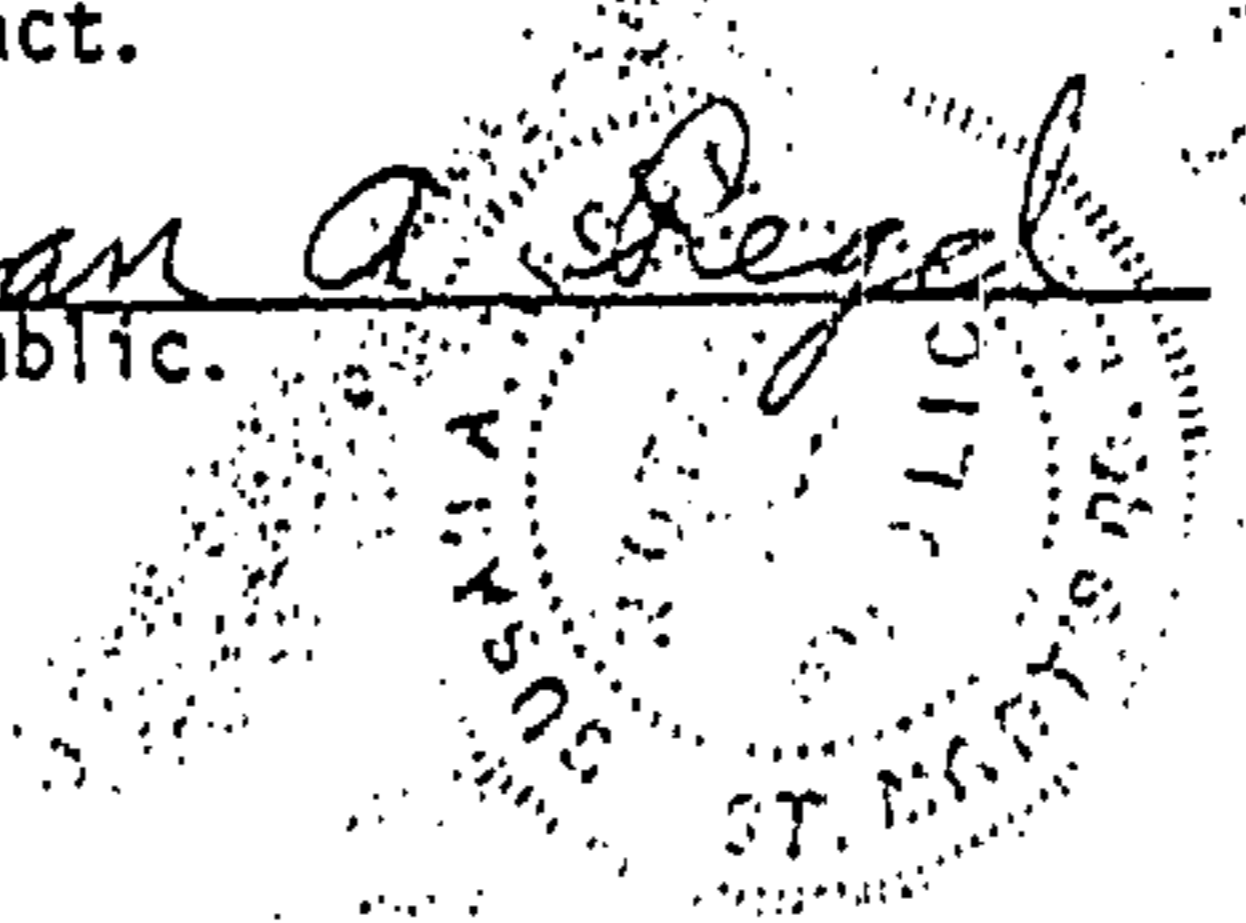
STATE OF MARYLAND, County of St. Mary's, to-wit:

I HEREBY CERTIFY, That on this 15th day of August, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Willie J. Macklin, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Regal
Notary Public.



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

I HEREBY CERTIFY, That on this 21st day of August, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Regal
Notary Public.



Ret: Phil Dosey 8/23/84

EASEMENT AGREEMENT

LIBER 003 PAGE 255

THIS EASEMENT AGREEMENT, Made this 2nd day of August, 1984, by and between Walter P. Stanley and Carole L. Stanley, his wife, GRANTORS and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WHEREAS, GRANTORS are owners of a lot, tract, or parcel of land located within Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and described in the following Deed or Deeds to the said GRANTORS; from Robert Phillip Disse, Jr., et ux., dated September 1, 1970, and recorded in the Land Records of St. Mary's County, in Liber DBK No. 162, folio 22.

WHEREAS, GRANTEE has planned and intends to construct extensions of public sanitary sewers and/or force mains and appurtenances thereto, hereafter "Facilities", in the Pine Hill Run Sanitary District No. 8 aforesaid, and the construction of such Facilities makes it necessary to temporarily use the hereinafter described strip of land during the time in which the Facilities are under construction, and the said GRANTORS are willing to grant such right.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual agreements herein contained, the said GRANTORS do hereby grant, remise, and relinquish unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, the right, privilege, and easement to enter upon and use temporarily the hereafter described land of the GRANTORS for the accommodation of construction equipment, materials, excavated earth, and for other purposes pertinent to said construction:

9:09AM08/23/84B METCOM \$0.00

A strip of land ten feet (10') wide across the land of the GRANTORS herein running and binding upon the S 70 54' 30" E 111.0-foot line described in a Deed to the within GRANTORS from Robert Phillip Disse, Jr., et ux., dated September 1, 1970, and recorded in Liber DBK No. 162, folio 22, one of the Land Records of St. Mary's County, Maryland, being also the westerly right-of-way line of Garrison Drive (40' wide) as shown on Plat of Resub-division of Part of Woodland, Section 1, recorded in Plat Liber DBK No. 8, folio 40, of said Land Records.

GRANTORS hereby authorize and permit the GRANTEE, its agents, employees, and servants, to enter upon said land, to clear obstructions wherever necessary to its purposes and to use the same for purposes stated above; provided, however, that following completion of the construction, GRANTEE hereby agrees that it will cause to be removed from the said property all debris, surplus materials, and construction equipment, and will, to the extent reasonably possible, restore the area used to a condition not inferior to that existing prior to such entry and use.

GRANTORS hereby agree not to erect any structure upon or otherwise use the aforesaid strip of land in any manner or for any purposes which will obstruct or hinder the rights and privileges hereby granted to the GRANTEE. It is hereby agreed that the right, privilege, and easement for temporary construction use granted herein shall cease and terminate upon the completion of construction, final inspection and the approval by the GRANTEE of the removal and restoration work hereinabove referred to.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties until its termination as aforesaid.

AS WITNESS the due execution hereof.

Walter P. Stanley (SEAL)
Walter P. Stanley

Carole L. Stanley (SEAL)
Carole L. Stanley

Attest:

Alton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor
Francis E. Taylor, Chairman

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 19th day of July, 1984,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter P. Stanley, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

STATE OF Maryland, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 19th day of July, 1984,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carole L. Stanley, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

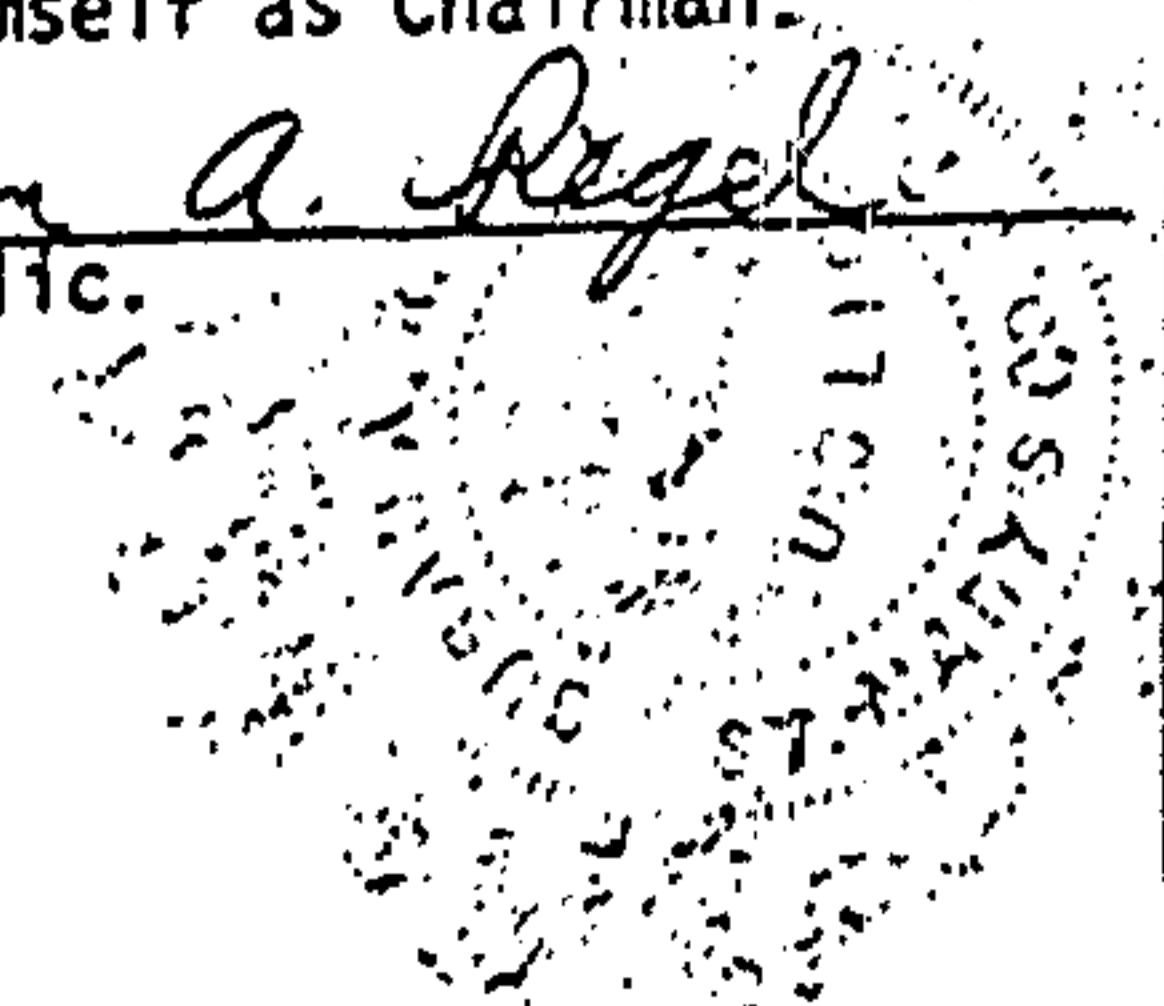
My Commission Expires: 7-1-86

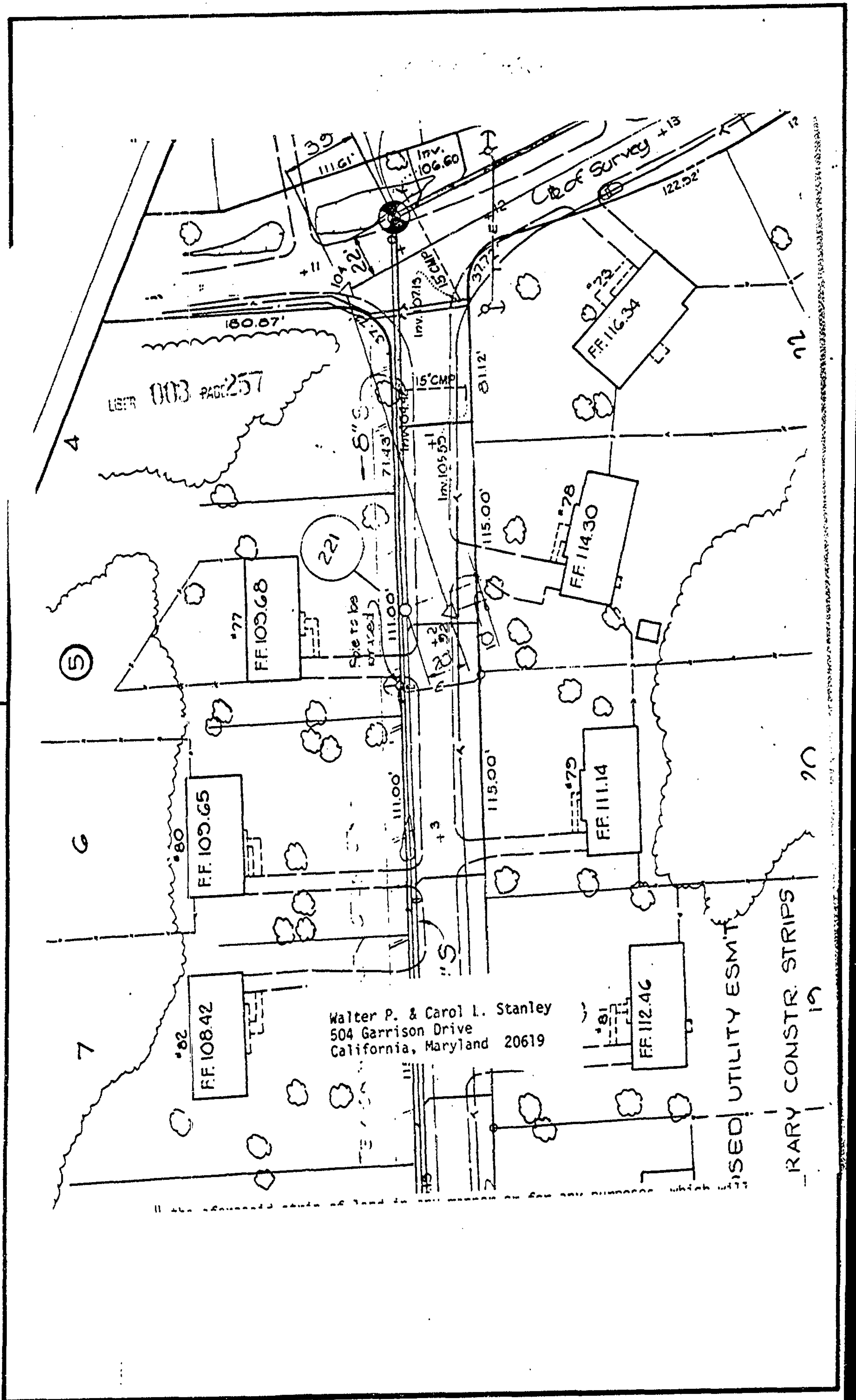
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 2nd day of August, 1984,
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis E. Taylor, who acknowledged himself to be Chairman of St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman, being authorized so to do, executed the aforesaid instrument for the purposes therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86





Ret: Phil Dousey 8/23/84 MARY R. BELL, CLERK

THIS EASEMENT AGREEMENT, Made this 2nd day of August, 1984,
by and between Michael P. Strolle and Dawn Strolle, his wife,

Grantors and St. Mary's County Metropolitan Commission, a
body politic and corporate, Grantee, WITNESSETH:

WHEREAS, Grantors are the owner of a tract or parcel of ground situate in
the Eighth Election District of St. Mary's County, Maryland, described in a deed
to the within Grantor from Bruno Capparilli and Susan N. Capparilli, his
wife,, dated May 26, 1983, and
recorded among the Land Records of St. Mary's County, Maryland in Liber MRB
No. 145, folio 107, and,

WHEREAS, Grantee plans and intends to construct and operate a collector
sewer and appurtenances, hereafter "Facilities", in under, and along the bed of
the said Garrison Drive and partly upon Grantors'
property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other
good and valuable consideration, the receipt of which is hereby acknowledged,
the Grantors do hereby GRANT and CONVEY unto St. Mary's County Metropolitan
Commission, a body politic and corporate, a permanent easement and right-of-
way, in through, under, and across the land of the Grantors and described as
follows, that is to say:

Beginning for the same at the common front property corner of
Lots 7 and 8, Barefoot Acres Section One, as recorded in Plat Liber
6, Folio 86, and running with the common property line of the afore-
said Lots 7 and 8:

1. South 82°05'30" West, 77.79 feet thence leaving said common
property line thence running through the aforesaid Lot 8;
2. North 74°42'21" East, 78.44 feet to the front property line
of the aforesaid Lot 7, thence;
3. South 07°54'30" East, 10.08 feet to the point of beginning
and containing 392 square feet, more or less.

9109AM08/23/84B METCOM \$0.00

TO HAVE AND TO HOLD the permanent easement and right-of-way hereby granted
unto the St. Mary's County Metropolitan Commission, a body politic and corpo-
rate, its successors and assigns, forever.

AND the Grantors herein do hereby agree that the Grantee, its agents,
servants, successors and assigns, shall have the right to enter upon the afore-
said easement whenever it may be necessary for any or all of the purposes
aforesaid.

FURTHER, the said Grantors do hereby grant unto the Grantee herein, the
right and privilege to enter upon and to use temporarily the strip of land
hereinafter described:

A 10-foot wide temporary easement running with, binding on, and
contiguous to the northerly boundary of the permanent easement
described herein.

for the accommodation of construction equipment, materials, excavated earth and for other purposes pertinent to and during the initial construction of the Facilities.

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GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the strip of land described above and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to Grantors property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration permit.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

Michael Strolle (SEAL)
Michael Strolle, Grantor

Dawn A. Strolle (SEAL)
Dawn Strolle, Grantor

Attest:

Thomas J. King

St. Mary's County Metropolitan
Commission

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY, That on this 26th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael Strolle + Dawn A. Strolle, the Grantors named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Eusan A. Regal
Notary Public.

My Commission Expires: 7-1-86

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

I HEREBY CERTIFY, that on this 26th day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself to be _____ of _____ and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by himself as _____.

Witness my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 2nd day of August, 1984, 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 foregoing 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.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Orsey 8/23/84

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and

National Mobile Home

Partnership

hereinafter the "Developer".

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

Eighth

Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as

National Mobile Home Park

Section 5, by plans dated March 1984 and water main extension on Maryland Route
and, 235 (no date)

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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. 9:09AM 08/23/84 METCOM \$0.00

SECOND: The Developer shall submit statements to be included as Exhibits A & B 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 an 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: At this time, the review fee is \$20 per equivalent dwelling unit (edu), the benefit assessment charge for sewer is \$1.70 per front foot per year; the benefit assessment charge for water is \$0.40 per front foot per year (50 foot minimum assessment per edu) and the inspection fee is 3% of the cost of central water and sewerage construction. There will also be a benefit assessment charge to cover this project's proportional share of water supply and storage facilities.

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 right-of-ways 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. Maintenance of all facilities will be the responsibility of the Developer until said facilities are accepted by the Commission. The facilities will not be accepted until all paving, grading and other site work are completed by the Developer in the opinion of the Commission.

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 decided 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.

WITNESS the hands and seals of the parties hereto, this _____ day of _____, 1984.

ATTEST:
[Signature]
Secretary

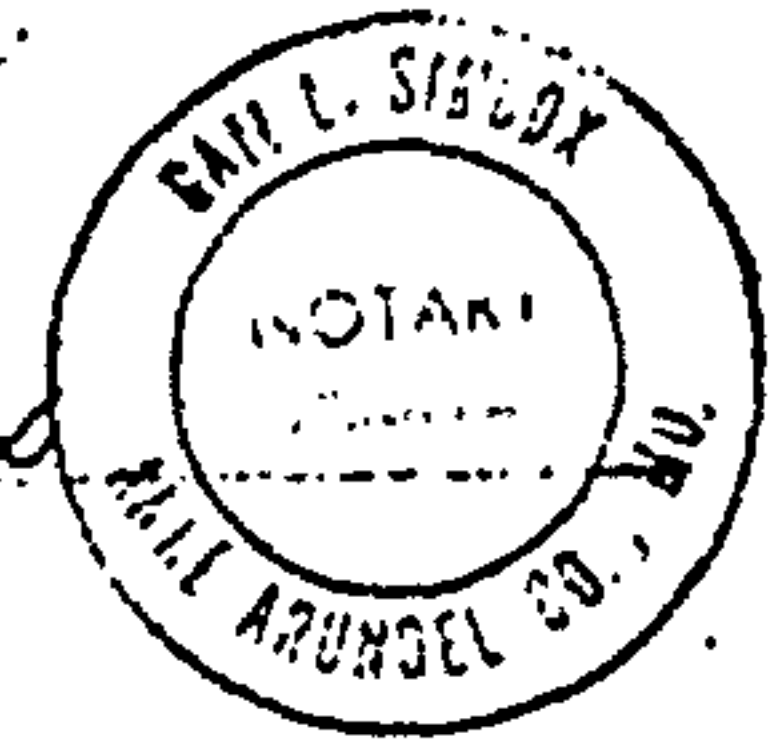
NATIONAL MOBILE HOME PARTNERSHIP
By Alan W. Bernick, Partner

ATTEST:
[Signature]
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By Francis E. Taylor
Chairman Francis E. Taylor

STATE OF Maryland, COUNTY OF Anne Arundel, to-wit:
I HEREBY CERTIFY that on this 19th day of July, 1984,
before the subscriber, a Notary Public in and for the County of Anne Arundel aforesaid, personally appeared Alan W. Bernick who acknowledged himself to be the Partner of National mobile home Partnership, a 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 the Partnership.

Witness my hand and Notarial Seal.

Gail L. Sisco
Notary Public.


My Commission Expires: 7/1/86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY that on this 2nd day of August, 1984,
before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor of St. Mary's County Metropolitan Commission, and Francis E. Taylor, Chairman of said Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

Susan A. Regel
Notary Public.
My Commission Expires: 7-1-86

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: National Mobile Home Park, Section 5 Total No. of Phases: 1

Developer: National Mobile Home Partnership

Phase I

Plat Ref.: MRB 129, Folio 160 # of Lots to be Served: 165

Projected Const. Start Date: August 1984

Projected Const. Completion Date: October 1984

Facilities to be Constructed*: 1,900 L.F.± 12-inch water line along Route 235,
2,300 L.F.± 8-inch water line and a distribution system in Section 5.

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: _____

(Initials)

Developer: AW JGQ

(Initials)

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: National Mobile Home Park, Section 5 Total No. of Phases: 1
Developer: National Mobile Home Partnership

Phase I

Plat Ref.: MRB 129, Folio 160 # of Lots to be Served: 70
Projected Const. Start Date: August 1984
Projected Const. Completion Date: October 1984
Facilities to be Constructed*: Collection system.

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 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: _____
Developer: AWJ (Initial)

Ret: Phil Dorsey 8/23/84

MARY R. BELL, CLERK

LIBER 003 PAGE 266
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of _____
198 , by and between Edward T. Weiland and Lucy K. Weiland, his wife
_____, and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Roger E. Detrick and Stephanie B. Detrick, his wife, _____, dated March 11, 1978 _____, and recorded among the Land Records of St. Mary's County in Liber MRB No. 006, folio 46 , the Easement granted hereby being described as follows:

Beginning for the same at a point in the centerline of a permanent easement, said point being 49 feet approximately from the common rear property corner of Lots 13 and 14, Town Creek Farm Section One _____ and running through said Lot 13 North 66°33'16" West, 128.17 feet to the common property line of Lots 12 and 13 of said Town Creek Farm, Section One and containing an area of 1923 square feet, more or less.

9:09AM08/23/848 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 5-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Edward T. Weiland
Edward T. Weiland, Grantor

Lucy K. Weiland
Lucy K. Weiland, Grantor

Attest:

Thomas J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 13th day of August, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Edward T. Weiland and Lucy K. Weiland, his wife,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this _____ day of _____, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 21st day of August, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. *Susan A. Regel*
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Dowsley 8/23/84

MARY B. BELL, CLERK

EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of _____ 198 , by and between Harry D. McCarthy and Frances B. McCarthy, his wife, _____, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Philip John Fenton and Lindan M. Fenton, his wife _____, dated March 2, 1976 _____, and recorded among the Land Records of St. Mary's County in Liber DBK No. 268, folio 249 , the Easement granted hereby being described as follows:

Beginning for the same at a point in the centerline of a permanent easement, said point being 21 feet approximately from the common rear property corner of Lots 14 and 15, Town Creek Farm, Section One _____ and running through said Lot 14' North 66°33'16" West, 128.17 feet to the common property line of Lots 13 and 14 of said Town Creek Farm, Section One and containing an area of 1923 square feet, more or less.

9:09AM08/23/84B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 5-foot temporary easement adjacent to and binding on said permanent easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Harry D. McCarthy
Harry D. McCarthy, Grantor

Frances B. McCarthy
Frances B. McCarthy, Grantor

LIBR 003 INC 271
Attest: Thomas J. King ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 13th day of August, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Harry D. McCarthy and Frances B. McCarthy, his wife
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. Susan A. Regal
Notary Public.
My Commission Expires: 7-1-86

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this ___ day of _____, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. _____
Notary Public.
My Commission Expires: _____

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 21st day of August, 1984,
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 aforesaid instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. Susan A. Regal
Notary Public.
My Commission Expires: 7-1-86

Ret: Phil Dorsey 8/23/84 MARY E. BELL, CLERK

Ret: Phil Dorsey 8/23/84 MARY E. BELL, CLERK

THIS DEED OF EASEMENT AND AGREEMENT, Made this 7th day of September, 1984, by and between Robert W. Paul, Jr., and Susan G. Paul, his wife, and Robert W. Paul, Sr. and Grace D. Paul, wife, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Lee R. Sunday and Nellie M. Sunday, his wife, dated October 28, 1982, and recorded among the Land Records of St. Mary's County in Liber MRB No. 128, folio 474, the Easement granted hereby being described as follows:

Beginning for the same at a common rear property corner of Lot 15, Town Creek Farms, Section One and the property of the Christian Science Society, Lexington Park, Maryland, as recorded in Deed Liber 101, Folio 423 and proceeding;

1. South 36°13' West, 20.00 feet and leaving said Society property and running through said Lot 15;
2. North 53°47' West, 88.25 feet, thence;
3. North 66°33'16" West, 37.68 feet, to the common property line of Lot 15 and 14, Town Creek Farm, Section One and running with said line;
4. North 36°13' East, 15.38 feet, thence leaving said line and running through said Lot 15;
5. South 66°33'16" East, 58.57 feet to the rear property line of said Lot 15 and running with said line;
6. South 53°47' East, 67.88 feet to the point of beginning and containing an area of 2283 square feet.

111410M09/18/84A METCEN \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 5-foot temporary easement adjacent to and binding on said permanent easement as described herein on the Northerly and Southerly boundaries and staying with the boundaries of said Lot 15.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Susan A. Regel
Susan A. Regel
Ellen E. Paul
Ellen E. Paul

Robert W. Paul, Jr.
Robert W. Paul, Jr., Grantor
Susan G. Paul
Susan G. Paul, Grantor
Robert W. Paul, Sr.
Robert W. Paul, Sr., Grantor
Grace D. Paul
Grace D. Paul, Grantor

Attest:

Almer J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 16th day of August, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert W. Paul, Jr. and Susan G. Paul, his wife,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

STATE OF Oklahoma County of Oklahoma to-wit:
I HEREBY CERTIFY That on this 21st day of August, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Robert W. Paul, Sr. and Grace D. Paul, his wife,
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

(R. Paul) & (G. Paul)
Notary Public.

My Commission Expires: January 11, 1988

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 7th day of September, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

Ret: *Phil Rowsey* 9-18-84

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and St. Mary's-Oxford Associates

Limited Partnership
hereinafter the "Developer".

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

8th

Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as

Spyglass Apartments in the Cedar Cove PDR

and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water & sewage 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: At this time, a one time review fee of \$3,040 will be due covering the construction designated in this agreement and the construction described in the public works agreement dated 8/14/84 relating to the construction of utility lines along Long Lane needed to serve the Cedar Cove PDR. In addition, the benefit assessment charge is \$1.70 per front foot per year (50 feet minimum assessment per edu) and a one-time inspection fee is 3% of the cost of central water & sewage construction.

FIFTH: 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 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 deemed 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.

WITNESS the hands and seals of the parties hereto, this 14th day of August, 1984.

ATTEST:

[Signature]
Secretary Vice President

ST. MARY'S-OXFORD ASSOCIATES
LIMITED PARTNERSHIP

By [Signature]
OXFORD EQUITIES CORPORATION,
GENERAL PARTNER

ATTEST:

[Signature]
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]
Chairman

STATE OF Maryland, COUNTY OF Anne Arundel, to-wit:

I HEREBY CERTIFY that on this 14th day of August, 1984, before the subscriber, a Notary Public in and for the County of Anne Arundel aforesaid, personally appeared Richard L. Frost who acknowledged himself to be the Asst. Secretary of Oxford Equities Corporation, a corporation, and that he, as such Asst. Secretary, 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 Oxford Equities Corporation.

Witness my hand and Notarial Seal.

[Signature]
Notary Public.

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

I HEREBY CERTIFY that on this 7th day of September, 1984, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Francis E. Taylor of St. Mary's County Metropolitan Commission, and Francis E. Taylor, Chairman of said Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

Witness my hand and Notarial Seal.

My Commission Expires: 7-1-86

[Signature]
Notary Public.

EXHIBIT A
1887 003 PAGE 278
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Spyglass Total No. of Phases: 1
Developer: St. Mary's-Oxford Associates Limited Partnership

Phase I Site plan entitled "Spyglass at Cedar Cove."
Plat Ref.: Sheet 8 of 13, dated 2-6-84 # of Lots to be Served: 152
Projected Const. Start Date: August 1984
Projected Const. Completion Date: August 1985
Facilities to be Constructed*: Distribution system to serve 152 apartment units

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: JED
(Initials)

Developer: slm
(Initials)

LIBER 003 page 279
EXHIBIT D

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: Spyglass Total No. of Phases: 1

Developer: St. Mary's-Oxford Associates Limited Partnership

Phase I Site plan entitled "Spyglass at Cedar Cove,"
Plat Ref.: Sheet 3 of 13, dated 2-6-84 # of Lots to be Served: 152

Projected Const. Start Date: August 1984

Projected Const. Completion Date: August 1985

Facilities to be Constructed*: Distribution system to serve 152 apartment units

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 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: JED
(Initial)

Developer: plm
(Initial)

Ret: Phil Rowley 9-18-84

MARY R. BELL, CLERK

(WP 06070)

LIBER 003 PAGE 280

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and ST. MARY'S-OXFORD ASSOCIATES Limited Partnership hereinafter the "Developer", and J. LAURENCE MILLISON hereinafter the "Owner."

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the 8th Sanitary District and,

WHEREAS, the Developer and Owner are developing certain real property within the said Sanitary District known and described as a planned unit development known as Cedar Cove PDR (attached is Amended Land Use Plan approved by St. Mary's County Planning Commission on January 23, 1984) and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water & sewerage 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.

11141AM09/18/84A METCOM \$0.00

L.M.
[Signature]

FOURTH: At this time a one-time review fee of \$3,040.00 will be due covering the construction designated in this agreement and the construction described in the public works agreement dated 8/13/84 relating to the on-site construction for Spyglass Apartments located in the Cedar Cove PDR. In addition, the benefit assessment charge is \$1.70 per front foot per year (50 feet minimum assessment per edu) and a one-time inspection fee is 3% of the cost of central water and sewerage construction.

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 Owner when requested so to do by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and right-of-ways 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. Maintenance of all facilities will be the responsibility of the Developer until said facilities are accepted by the Commission. The facilities will not be accepted until all paving, grading and other site work are completed by the Developer in the opinion of the Commission.

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.

h m
Lm

WITNESS the hands and seals of the parties hereto, this 14th day of August, 1984.

ATTEST:

John S. Bryant
Secretary
ATTEST:

ST. MARY'S OXFORD ASSOCIATES

Richard M. [Signature]
By: _____

OXFORD EQUITIES CORPORATION,
GENERAL PARTNER

Steven V. King
Secretary

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: Francis E. Taylor
Chairman

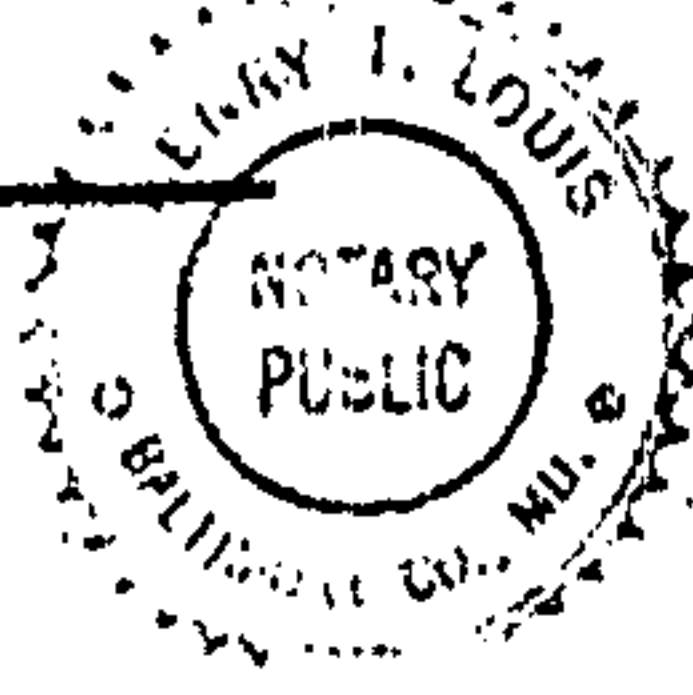
WITNESS: [Signature]

OWNER:
J. Laurence Millison
J. Laurence Millison

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

I HEREBY CERTIFY that on this 21st day of August, 1984, before the subscriber, a Notary Public in and for the County of BALTO aforesaid, personally appeared RICHARD M. [Signature] who acknowledged himself to be the ASST. SEC of OXFORD EQUITIES CORPORATION, a corporation, and that he, as such ASST. SEC, 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 ST. MARY'S OXFORD ASSOC.

Witness my hand and Notarial Seal.

[Signature]
Notary Public


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

I HEREBY CERTIFY that on this 7th day of September of 1984, before the subscriber, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared FRANCIS E. TAYLOR of St. Mary's County Metropolitan Commission, and [Signature] of said Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of St. Mary's County Metropolitan Commission.

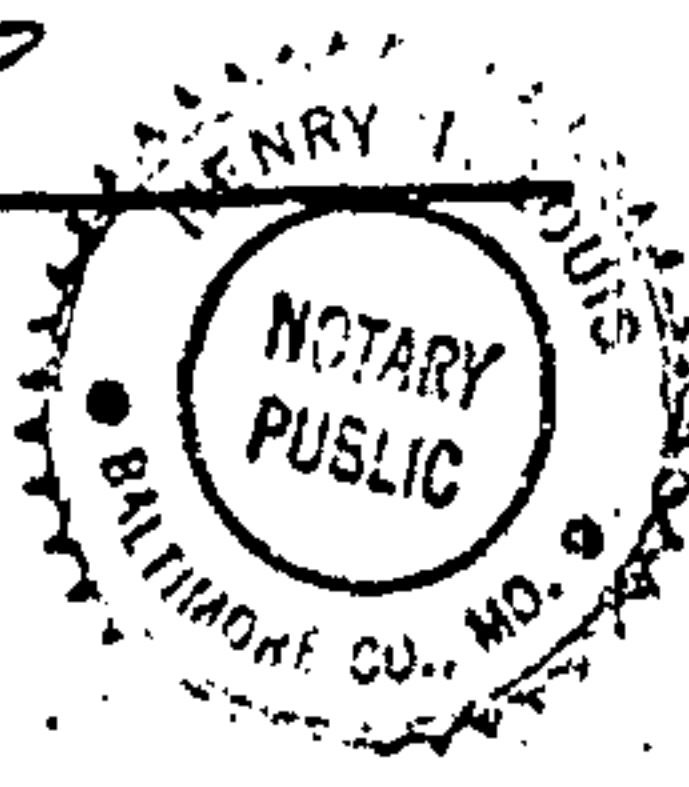
Witness my hand and Notarial Seal.

My Commission Expires: 7-1-86
Susan A. Regel
Notary Public

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

I HEREBY CERTIFY that on this 21st day of August, 1984, before the subscriber, a Notary Public in and for the County of BALTO aforesaid, personally appeared J. LAURENCE MILLISON who acknowledged himself to be the [Signature] of [Signature], and that he, as THAT HE such [Signature], 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 [Signature].

Witness my hand and Notarial Seal.

[Signature]
Notary Public


L.M. [Signature]

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

Project Name: Cedar Cove PDR Total No. of Phases _____

Developer: St. Mary's-Oxford Associates Limited Partnership

Phase I

Plat Ref.: _____ # of Lots to be Served: 728

Projected Const. Start Date: August 1984

Projected Const. Completion Date: June 1985

Facilities to be Constructed*: Distribution system sized to serve 728

dwelling units to be built in Long Lane and dedicated to the Metropolitan

Commission upon completion. (See attached drawings of infrastructure titled "Long Lane Plan and Profile" and "Sanitary and Storm Drain Profiles")

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, 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: PEA
(Initials)

Developer: _____
(Initials)

*L.M.
flm*

EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

Project Name: Cedar Cove PDR Total No. of Phases _____

Developer: St. Mary's-Oxford Associates _____

Phase I

Plat Ref.: _____ # of Lots to be Served: 728

Projected Const. Start Date: August 1984 _____

Projected Const. Completion Date: June 1985 _____

Facilities to be Constructed*: Sanitary sewer system including pump
station force main along Long Lane sufficient to serve 728 dwelling units
(See attached drawings of infrastructure titled
in the Cedar Cove PDR. "Long Lane Plan and Profile" and "Sanitary and
Storm Drain Profiles")

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 WASTEWATER PUMPING STATIONS:
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: J.E.Z.
(Initials)

Developer: _____
(Initials)

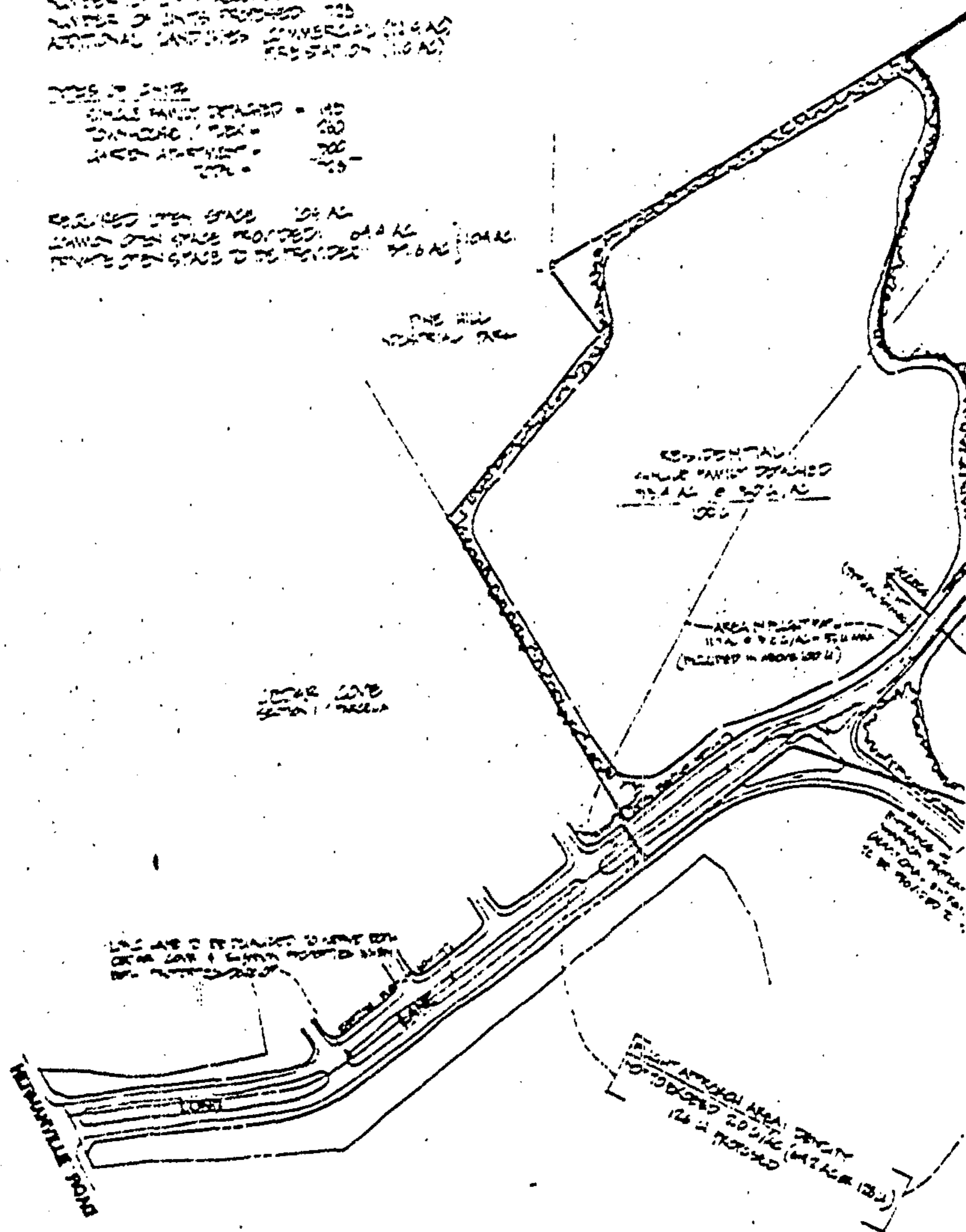
*L.M.
[Signature]*

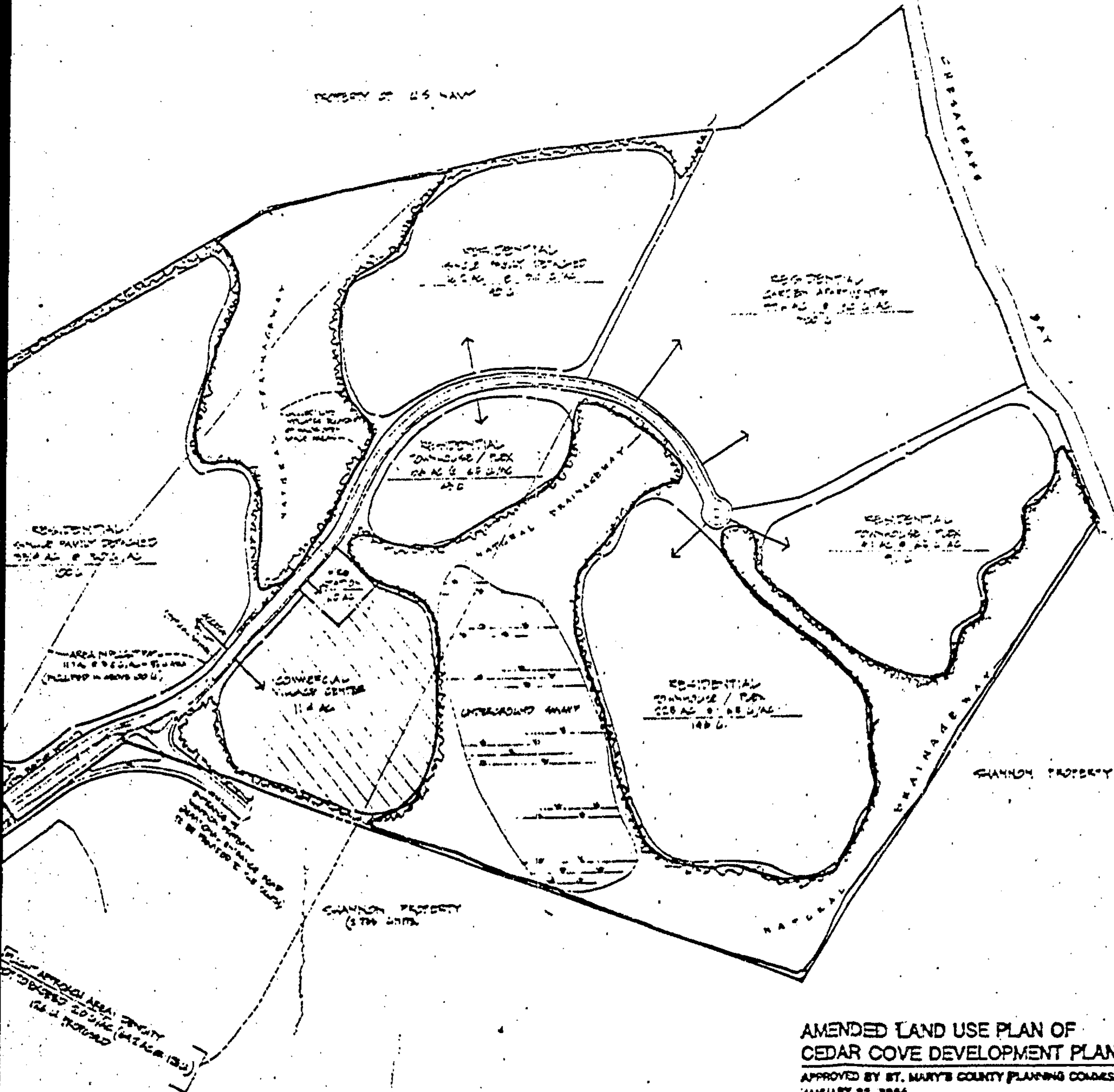
SITE DATA

TOTAL AREA OF SITE 225 AC
AREA OF LOT 25
AREA OF LOT 26
AREA OF LOT 27
AREA OF LOT 28
ADDITIONAL LANDS UNDER CONSIDERATION

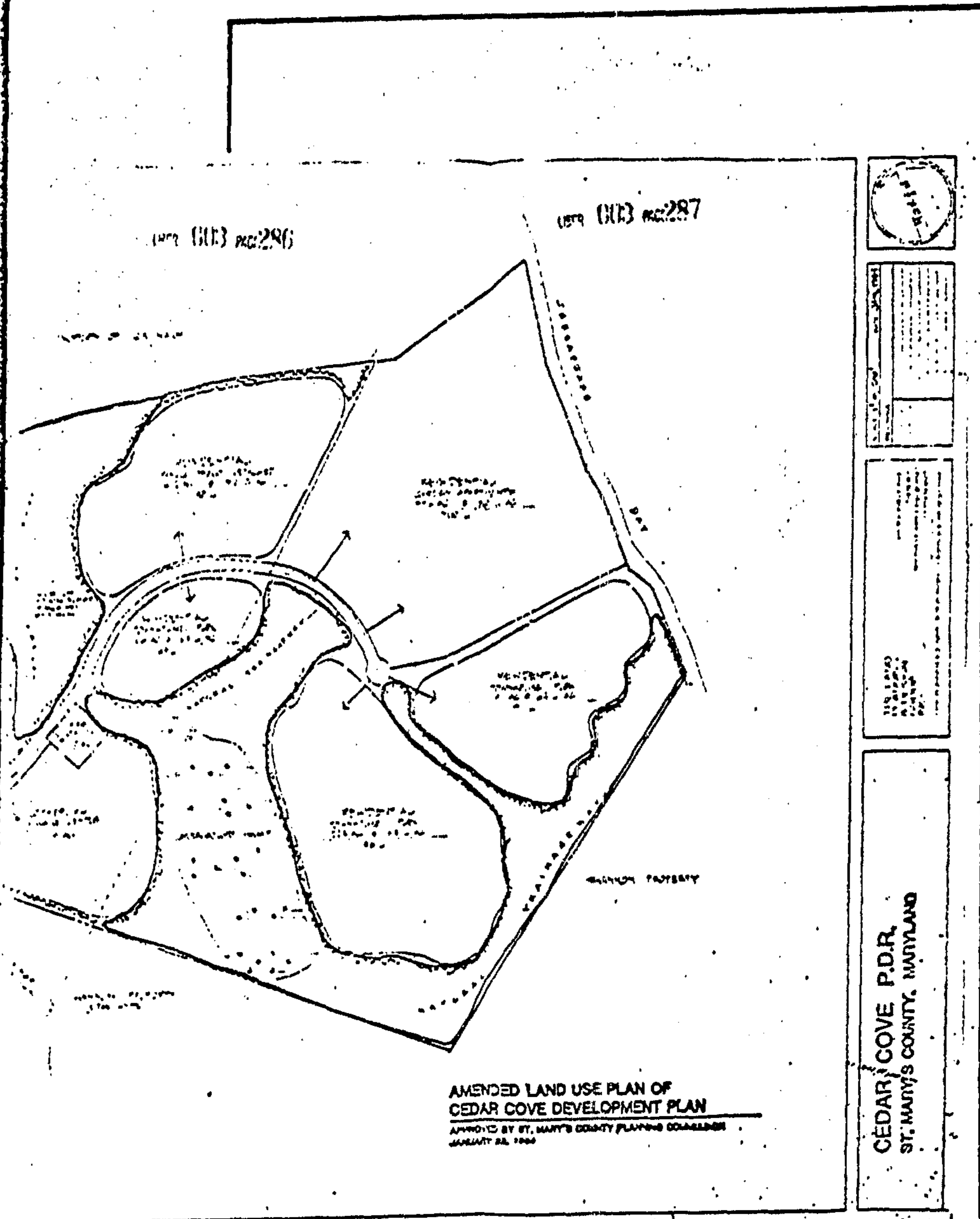
TYPE OF SITE
SINGLE FAMILY DWELLING - 45
COMMERCIAL - 100
INDUSTRIAL - 100
TOTAL - 245

REQUIRED OPEN SPACE 10% AC
MINIMUM OPEN SPACE PROVIDED 10.4% AC
PERCENTAGE OF OPEN SPACE TO BE PROVIDED 10.6%





AMENDED LAND USE PLAN OF
 CEDAR COVE DEVELOPMENT PLAN
 APPROVED BY ST. MARY'S COUNTY PLANNING COMMISSION
 JANUARY 23, 1984



AMENDED LAND USE PLAN OF
 CEDAR COVE DEVELOPMENT PLAN
 APPROVED BY ST. MARY'S COUNTY PLANNING COMMISSION
 JANUARY 24, 1984

CEDAR COVE P.D.R.
 ST. MARY'S COUNTY, MARYLAND

Ret. Phil Harvey 9-18-84 MARY R. BELL, CLERK

EASEMENT AGREEMENT

R.R. THIS DEED OF EASEMENT AND AGREEMENT, Made this 9th day of October, 1984, by and between P & R Enterprises, Inc., a body corporate, GRANTOR(S), and Deanna F. Hyde, GRANTEE.

WITNESSETH

THAT for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR(S) do(es) hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") 15 feet in width, for the purposes of laying, construction, operation, maintenance, inspection, repairing, and replacement of private sewer and/or water house connections and appurtenances thereto ("Facilities") in, through, across, and under a certain tract of real estate situate in the 8th Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, said tract of real estate being owned by the GRANTOR herein by virtue of a Deed to the GRANTOR from Raymond S. Runco & Patricia A. Runco, his wife, dated January 4, 1974, and recorded among the Land Records of St. Mary's County in Liber DBK No. 205, folio 105, the Easement granted hereby being described as follows: A 15 foot permanent easement adjacent to, binding on and contiguous to the rear property line of Lot 3, Block A Forest Park as recorded in Plat Liber CBG 3, Folio 31, said easement also adjacent to, binding on and contiguous to Lot 4, Block A, of the said Forest Park.

TO HAVE AND TO HOLD the said Easement hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement, and shall have the right to remove trees, shrubbery, fences, structures or other obstructions in the Easement area deemed by the GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE, at its own expense, shall restore the property, as nearly as possible, to its original condition, including backfilling of trenches, replacement of fences, and reseedling of lawn areas, but not the replacement of trees, structures, or other obstructions.

GRANTOR(S) shall have the right to construct and maintain a private driveway over and across the Easement and to make any use of the Easement not inconsistent with rights herein conveyed or with the use of the Easement by GRANTEE for the purposes named. Among other uses inconsistent with the Easement, the GRANTOR(S) shall not erect any building or other structure within the Easement area nor make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same to a condition not inferior to that existing prior to the use thereof.

FURTHER, wherever necessary during construction, vehicular access shall be maintained over driveway entrance or entrances to GRANTOR'S(S) property, and any entrance to State Highway Administration property shall be restored in accordance with the State Highway Administration Permit.

NOT (113) PAGE 229

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof.

Witness:

Phyllis L. Leighton Pub. Notary Public (SEAL)
By: Raymond S. Runas Pres. (SEAL)

Attest:

Alison S. King ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor Chairman (SEAL)

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

I HEREBY CERTIFY that on this 9th day of January, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Raymond S. Runas, Pres. Public Notary, the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Phyllis L. Leighton
Notary Public.

My Commission Expires: 7-1-86

STATE OF _____ County of _____, to-wit:

I HEREBY CERTIFY that on this 11th day of October, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

Ret: Phil Dorey 10-26-84

MARY B. BELL, CLERK

Ret: Phil Dorey 10-26-84

MARY B. BELL, CLERK

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LIBER 603 PAGE 230

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION hereinafter the "Commission" and ~~THE JAY LAURENCE MILLISON DEVELOPMENT COMPANY, INC.~~, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in St. Mary's County and in the Eighth (8th) Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as San Souci Subdivision, and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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.

10:03AM 12/03/84A METCOM \$0.00

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 Exhibits A and B 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 (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 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, capital contributions, debt service charges, ready-to-serve charges, and service charges as applicable. At this time, the review fee is Twenty Dollars (\$20.00) per equivalent dwelling unit (EDU), the debt service charge is One Dollar and

Seventy Cents (\$1.70) per front foot per year (50 foot minimum assessment per EDU) and the inspection fee is three percent (3%) of the cost of central water and sewerage construction.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and B of this document, according to the schedule and in the phase or phases of construction indicated therein, and that in the case of multiphased projects, no phase beyond the first shall be commenced until the facilities construction 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 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 to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and right-of-ways 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. Maintenance of all facilities will be the responsibility of the Developer until said facilities are accepted by the Commission. The facilities will not be

accepted until all paving, grading, and other site work are completed by the Developer in the opinion of the Commission.

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: Upon acceptance of the facilities the Commission will have the option of connecting any customers it deems feasible to accept. However, the Commission guarantees the right of the Developer to complete all phases of San Souci Subdivision, including water and sewerage connections. In the event of other connections to the water main, the Developer will be reimbursed a per unit cost as a tap in fee. Said fee to be determined by dividing the per unit capacity of the well built by Developer by the total cost of the well.

THIRTEENTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: San Souci TOTAL NO. OF PHASES: 1

DEVELOPER: J. Laurence Millison

PHASE I

PLAT REF.: Section One # OF LOTS TO
BE SERVED: 42

PROJECTED CONST. START DATE: 8-13-84

PROJECTED CONST. COMPLETION DATE: 9-13-84

FACILITIES TO BE CONSTRUCTED*: Water pumping station and distribution
system.

PHASE II

PLAT REF.: Section Two and Three # OF LOTS TO
BE SERVED: 61

PROJECTED CONST. START DATE: November, 1985

PROJECTED CONST. COMPLETION DATE: January, 1986

FACILITIES TO BE CONSTRUCTED*: Distribution system and
water main connecting to the Hickory Hills water system.

PHASE III

PLAT REF.: Section Four, Five and Six # OF LOTS TO
BE SERVED: 136

PROJECTED CONST. START DATE: November, 1986

PROJECTED CONST. COMPLETION DATE: March 1987

FACILITIES TO BE CONSTRUCTED*: Distribution System *second well*

(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-

J. L. M.

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: JED
(Initials)

Developer: J. L. M.
(Initials)

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: San Souci TOTAL NO. PF PHASES: 1
DEVELOPER: J. Laurence Millison

PHASE I

PLAT REF.: Section One # OF LOTS TO
BE SERVED: 42
PROJECTED CONST. START DATE: 8-13-84
PROJECTED CONST. COMPLETION DATE: 9-13-84
FACILITIES TO BE CONSTRUCTED*: Collection System

PHASE II

PLAT REF.: Section Two and Three # OF LOTS TO
BE SERVED: 61
PROJECTED CONST. START DATE: November, 1985
PROJECTED CONST. COMPLETION DATE: January, 1986
FACILITIES TO BE CONSTRUCTED*: Collection System.

PHASE III

PLAT REF.: Section Four, Five and Six # OF LOTS TO
BE SERVED: 136
PROJECTED CONST. START DATE: November, 1986
PROJECTED CONST. COMPLETION DATE: March, 1987
FACILITIES TO BE CONSTRUCTED*: Collection System

(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, inter-
ceptor 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:

JED
(Initials)

Developer:

J.L.M.
(Initials)

Ret. Phil Orsby 12/3/84

MADE & BELL CORP

PROMISSORY NOTE AGREEMENT

FOR VALUE RECEIVED, the undersigned, William B. Wright and Helen Elaine Wright, his wife, do promise to pay to the order of the St. Mary's County Metropolitan Commission, the sum of Three Hundred Dollars (\$300), being the balance of the \$1,000 connection charge less a \$700 deposit, for connection of the residence located at 11 Hewitt Road to the Greenview Knolls Sewerage Collection System. The undersigned hereby agrees that the connection charge balance of \$300 is due and owing to the Commission and shall be repaid in ten (10) monthly installments as listed below, which includes interest at the rate of 18% per annum on the unpaid balance from August 1, 1984 through February 1, 1985.

May ^{Oct.} 1, 1984	\$30.00	October ^{March} 1, 1984	\$31.83
June ^{Nov.} 1, 1984	\$30.00	November ^{April} 1, 1984	\$31.83
July ^{Dec.} 1, 1984	\$30.00	December ^{May} 1, 1984	\$31.83
August ^{Jan.} 1, 1984	\$31.83	January ^{June} 1, 1985	\$31.83
September ^{Feb.} 1, 1984	\$31.83	February ^{July} 1, 1985	\$31.83

If during this ten-(10) month period, the customer desires to satisfy the debt in its entirety, the remaining principal balance of the connection charge referred to above must be paid in full.

The MAKER, in the event of default hereof, agrees to pay all costs of collection including ten percent (10%) for attorney's fees if placed in the hands of an attorney for collection, plus interest from and after the date of maturity at the rate of eighteen percent (18%) per annum on the unpaid balance. Upon default, the MAKER further authorizes any attorney of record to confess judgement against their heirs and assigns in favor of the holder hereof for the full amount appearing due and payable hereon, together with interest, charges, attorney's fees, and costs of suit, as above provided.

Demand or presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

Dated at Lexington Park the 13th day of April, 1984.

Witness:

Stanton A. King

William B. Wright (SEAL)
William B. Wright

Anne Mary B. Cullinan

Helen Elaine Wright (SEAL)
Helen Elaine Wright

10:03AM 12/03/84A METCOM \$0.00

Ret. Phil Dossey

12/2/84

MARY B. BELL, CLERK

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LIBER 003 PAGE 300
PROMISSORY NOTE AGREEMENT

FOR VALUE RECEIVED, the undersigned John G. Mattingly, Jr. and Lynette C. Mattingly, his wife, of Route 2, Box 760, Leonardtown, Maryland 20653, promise to pay to the order of the St. Mary's County Metropolitan Commission the sum of Seven Hundred Dollars (\$700.00) for connection of the sewage grinder pump to the residence located in Block 6, Lots 17-21, St. Clement Shores Sub-division. The undersigned hereby agrees that a connection charge in the total sum of \$700 is due and owing to the Commission to be paid with interest at the rate of 18% per annum as follows:

June 1, 1984	\$34.95	June 1, 1985	\$34.95
July 1, 1984	\$34.95	July 1, 1985	\$34.95
August 1, 1984	\$34.95	August 1, 1985	\$34.95
September 1, 1984	\$34.95	September 1, 1985	\$34.95
October 1, 1984	\$34.95	October 1, 1985	\$34.95
November 1, 1984	\$34.95	November 1, 1985	\$34.95
December 1, 1984	\$34.95	December 1, 1985	\$34.95
January 1, 1985	\$34.95	January 1, 1986	\$34.95
February 1, 1985	\$34.95	February 1, 1986	\$34.95
March 1, 1985	\$34.95	March 1, 1986	\$34.95
April 1, 1985	\$34.95	April 1, 1986	\$34.95
May 1, 1985	\$34.95	May 1, 1986	\$34.95

If during this two-year period, the customer desires to satisfy the debt in its entirety, the remaining principal balance of the connection charge referred to above must be paid in full.

The Makers, in the event of default hereof, agree to pay all costs of collection including ten percent (10%) for attorney's fees if placed in the hands of an attorney for collection, plus interest from and after the date of maturity at the rate of eighteen percent (18%) per annum on the unpaid balance. Upon default, the Makers further authorize any attorney of record to confess judgement against them or their heirs and assigns in favor of the holder hereof for the full amount appearing due and payable hereon, together with interest, charges, attorney's fees, and costs of suit, as above provided.

Demand or presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

Dated at Lexington Park the 13th day of April, 1984.

Witness:

Alton J. King
Alton J. King

John G. Mattingly, Jr. (SEAL)
Lynette C. Mattingly (SEAL)

10:03AM 12/84 METCOM \$0.00

Ret. Phil Dousey

12/3/84

MARY B. BELL, CLERK

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PROMISSORY NOTE AGREEMENT

FOR VALUE RECEIVED, the undersigned, I/We JOHN F. AND LOUISE M. KRALLE, promise to pay to the order of the St. Mary's County Metropolitan Commission, the sum of One Thousand Dollars (\$1,000) for connection of the residence located at 110 BELVOIR ROAD to the Greenview Knolls Sewerage Collection System. The undersigned hereby agrees that the connection charge in the total sum of \$1,000 is due and owing to the Commission and shall be repaid in monthly installments over a one-year period at the rate of \$91.68 per month, which includes interest at the rate of 18% per annum. Said monthly payments shall begin no later than August 1, 1984.

If during this one-year period, the customer desires to satisfy the debt in its entirety, the remaining principal balance of the connection charge referred to above must be paid in full.

The MAKER, in the event of default hereof, agrees to pay all costs of collection including ten percent (10%) for attorney's fees if placed in the hands of an attorney for collection, plus interest from and after the date of maturity at the rate of eighteen percent (18%) per annum on the unpaid balance. Upon default, the MAKER further authorizes any attorney of record to confess judgement against their heirs and assigns in favor of the holder hereof for the full amount appearing due and payable hereon, together with interest, charges, attorney's fees, and costs of suit, as above provided.

Demand or presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

Dated at Lexington Park this 25th day of JULY, 1984.

Witness:

MAKER:

Steven J. King John F. Kralle
John F. Kralle Louise M. Kralle

10:03AM 12/03/84A METCOM \$0.00

Ret: Phil Dorsey 12/3/84

MARY B. BELL, CLERK

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LIBER 003 PAGE 302
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 9th day of November, 1984, by and between Marvin & Joyce Franzen

, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Fannie A. Hillow to Marvin C. & Joyce J. Franzen, dated March 15, 1970, and recorded among the Land Records of St. Mary's County in Liber No.158, folio 233, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM12/06/84B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:


Marvin Franzen


Joyce Franzen

Attest: ALPCC 003 PAGE 304
Steven S. Kelly

ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 9th day of November, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Marvin and Joyce Franzen
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Larry L. Brown
Notary Public.
My Commission Expires July 1, 1986

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

I HEREBY CERTIFY That on this _____ day of _____, 198 ,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 4th day of December, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Hesel
Notary Public.



LIBER. 003 PAGE 395

WARREN E. FRANK
47/243
MH 74

DYSON & BESCHIE
REALTY CO.
79/299

MARVIN C JOYCE
FRANZEN
158/233

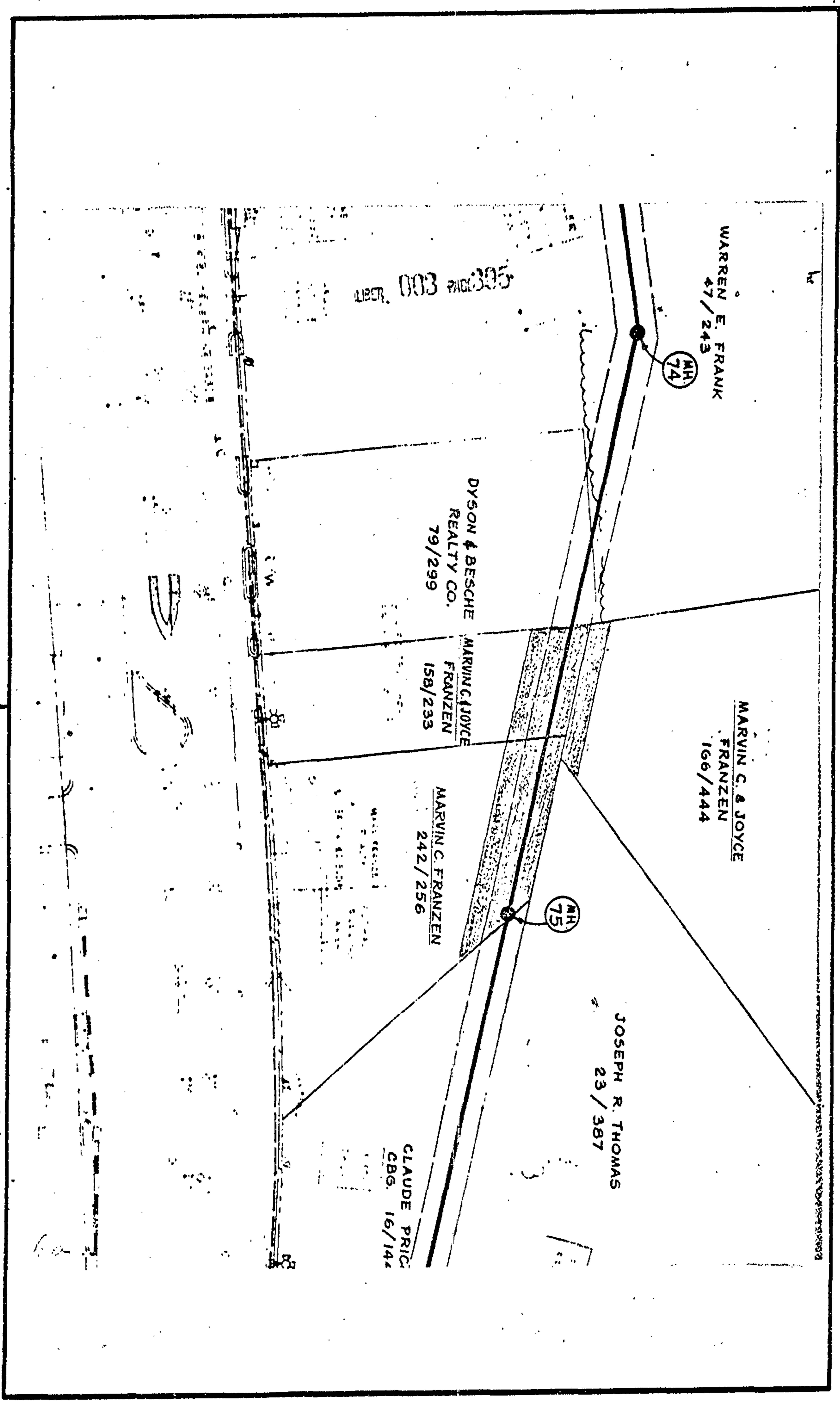
MARVIN C. & JOYCE
FRANZEN
166/444

MARVIN C. FRANZEN
242/256

MH 75

JOSEPH R. THOMAS
23/387

CLAUDE PRICE
CBG. 16/142



APPENDIX A
8-11AS-02
20' Permanent Easement

Beginning for the same at a point on the centerline of a 20 foot permanent easement, said point being on the Northeasterly boundary of Maryland Route 235 a 110 foot right of way, said point also being on the front property line of Dyson and Besche Realty Company as described in Deed Liber 79 Folio 299 and being South 52° 57' 33" East, 10.00 feet from the front corner of Lots 12 and 13, Philip E. Gray Subdivision as recorded in Liber CBG 22 Folio 104 and running through the lands of the aforesaid Dyson and Besche Realty Company and parallel to the common property line of the aforesaid Lots 12 and 13

1. North 37° 02' 27" East, 111.47 feet to the lands of Dyson and Besche Realty Company as described in Deed Liber 106 Folio 19 and recorded February 15, 1963 thence running through the lands of the said Dyson and Besche Realty Company
2. North 37° 02' 27" East, 10.00 feet to Manhole 71 thence running parallel with, and said easement binding on and contiguous to the northeasterly boundary of the aforesaid Philip E. Gray Subdivision.
3. North 54° 21' 43" West, 109.93 feet to the lands of William L. and Hilda C. Jenkins as described in Deed Liber 18 Folio 516 and recorded August 29, 1946 thence running through the lands of Jenkins
4. North 54° 21' 43" West, 212.30 feet to the lands of John T. Daugherty as described in Deed Liber 67 Folio 11 and recorded on May 14, 1956 said point also being at the end of a parallel running with the Northeasterly boundary of the above said Gray Subdivision
5. North 52° 22' 33" West, 175.61 feet to Manhole 78, thence
6. South 89° 27' 25" West, 16.18 feet to the lands of John T. and Katherine Daugherty as described in Deed Liber 119 Folio 592 and recorded on May 24, 1965, thence
7. South 89° 27' 25" West, 10.52 feet to the aforesaid lands of Daugherty as described in Deed Liber CBG 67 Folio 12 and recorded May 14, 1956, thence
8. South 89° 27' 25" West, 146.38 feet to the lands of Thomas J. Woodburn as described in Deed Liber 268 Folio 201 and recorded on March 18, 1977 and running through the lands of Woodburn and said easement binding on and contiguous to Maryland Route 235
9. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 135.00 feet to the lands of METCOMM as described in Deed Liber DBK 194 Folio 62 and parallel with, and said easement binding on and contiguous to Maryland State Route 235
10. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 40.04 feet to the lands of Thomas J. Woodburn as described in Deed Liber MRB 38 Folio 454, thence
11. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 10.00 feet to the end of leg number one, thence proceeding back to the second calling of this easement description herein described as running to Manhole 71 and proceeding more or less with the north easterly boundary line of the aforesaid Gray Subdivision and running through the lands of the aforesaid Dyson Besche Realty Company as described in Deed Liber 106 Folio 19

12. South 61° 47' 32" East, 240.95 feet to the common property corner of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 and Liber 106 Folio 19 also being the common rear property corner of Lots 7 and 8 of the aforesaid Gray Subdivision and also being the Northwesterly property line of Warren E. Frank as described in Deed Liber 47 Folio 243 and recorded July 6, 1979 and running through the lands of Frank
13. South 61° 47' 32" East, 10.00 feet to Manhole 72, thence
14. North 37° 02' 27" East, 54.00 feet to Manhole 73
15. South 52° 57' 33" East, 163.35 feet to Manhole 74, thence
16. South 36° 56' 03" East, 80.83 feet to the lands of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 also being South 52° 11' 03" East, 0.92 feet from the common rear property corner of Lots 2 and 3 of the aforesaid Gray Subdivision, thence
17. South 36° 56' 03" East, 48.18 feet to the lands of Marvin C. and Joyce Franzen as described in Deed Liber 158 Folio 233 and recorded March 15, 1970 and running parallel to the rear property line of Franzen
18. South 36° 56' 03" East, 59.26 feet to the lands of Marvin C. Franzen as described in Deed Liber 242 Folio 256 and recorded on December 31, 1975 and running parallel to the rear property line of Franzen
19. South 36° 56' 03" East, 97.94 feet to the lands of Claude Price as described in Deed Liber 16 Folio 144 and recorded May 19, 1944, thence running parallel to the rear property line of Price
20. South 36° 56' 03" East, 305.31 feet, thence
21. South 24° 22' 33" East, 99.00 feet to a point on the Northeasterly right of way line of Maryland Route 235 and containing 42,725 square feet more or less.

Ret. Phil Casey

12/6/84

MARY R. BELL, CLERK

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LSCE 003 PAGE 308
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 9th day of November 1984, by and between Marvin & Joyce Franzen _____, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Marvin C. & Joyce J. Franzen to Marvin C. Franzen _____, dated December 31, 1975 _____, and recorded among the Land Records of St. Mary's County in Liber DBK No. 242, folio 256, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM 12/06/84 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Marvin Franzen
Marvin Franzen

Joyce Franzen
Joyce Franzen

Attest:

Alma L. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 17th day of November, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Marvin and Joyce Franzen the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Sam J. Brown
Notary Public.

My Commission Expires:

My Commission Expires July 1, 1986

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

I HEREBY CERTIFY That on this _____ day of _____, 198 , before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 4th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86



Ret. Phil Dousey 12/6/84

MARY R. BELL, CLERK

EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 9th day of November 1984, by and between Marvin & Joyce Franzen

and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from L&M Van Lines a body corporate, and Alvin & Pearl J. Pomerantz to Marvin & Joyce Franzen, dated March 24, 1971, and recorded among the Land Records of St. Mary's County in Liber No. 166, folio 444, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM12/06/84 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Marvin Franzen
Marvin Franzen

Joyce Franzen
Joyce Franzen

Attest:

Alvin J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 9th day of November, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Marvin & Joyce Franzen the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Lawrence J. Brown
Notary Public.
My Commission Expires July 1, 1988

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

I HEREBY CERTIFY That on this _____ day of _____, 198 , before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

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

I HEREBY CERTIFY, That on this 4th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Regel
Notary Public.

Ret. Phil Doosey 12/6/84

MARK R. DELL, CLERK

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LIBER 003 PAGE 314
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 30th day of November
1984, by and between Thomas J. Woodburn

....., and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from L&M Van Lines, a body corporate to Thomas J. Woodburn, dated March 18, 1977, and recorded among the Land Records of St. Mary's County in Liber DBK No. 268, folio 201, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM12/06/84B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:


Thomas J. Woodburn

LIBER 003 PAGE 314
Attest: Thomas J. King ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 30th day of November, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Thomas J. Woodburn
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

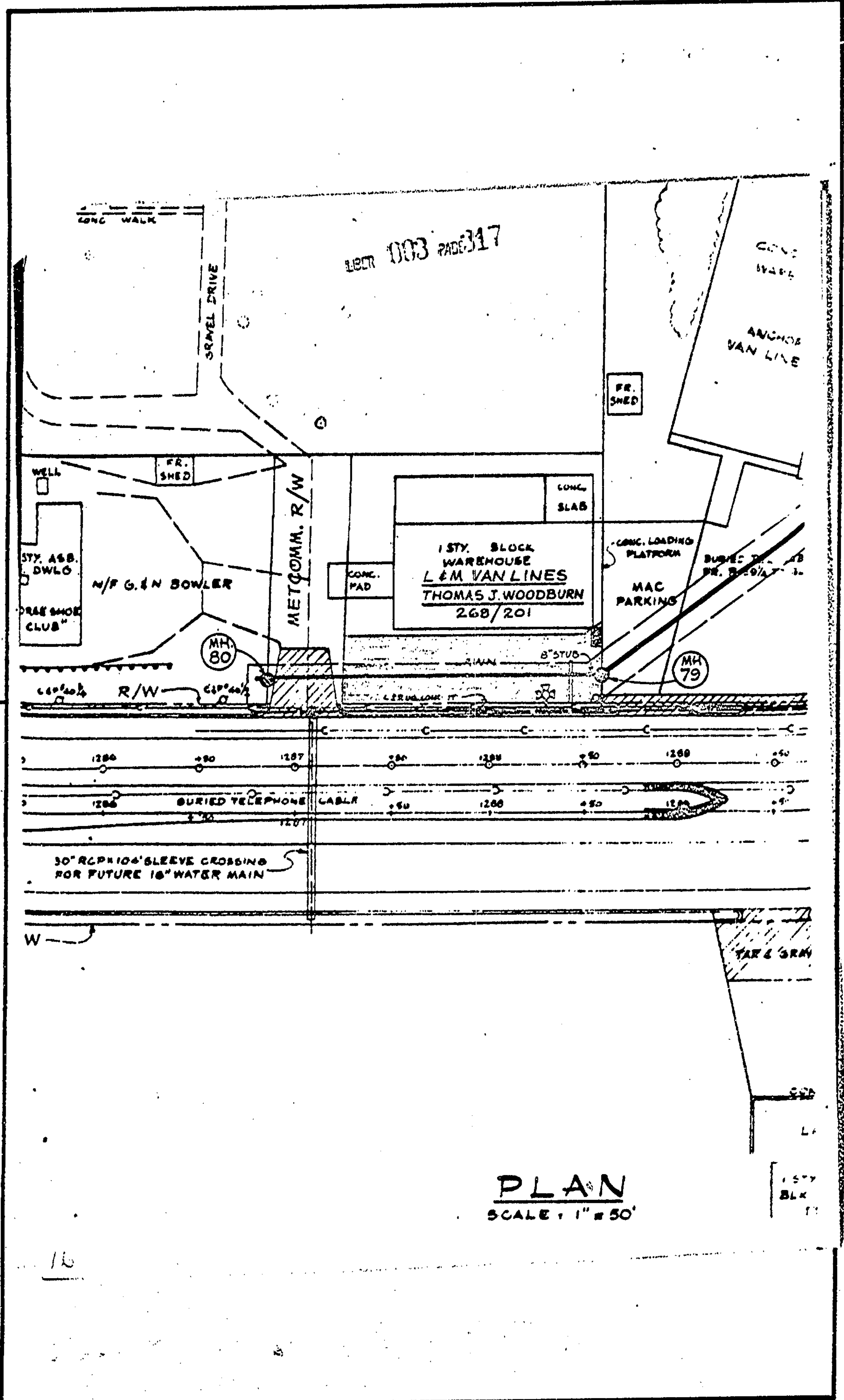
AS WITNESS my hand and Notarial Seal. Susan A. Regel
My Commission Expires: 7-1-86 Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this _____ day of _____, 198
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of December, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. Susan A. Regel
My Commission Expires: 7-1-86 Notary Public.



LECT 003 PAGE 317

1STY. BLOCK WAREHOUSE
 L & M VAN LINES
 THOMAS J. WOODBURN
 268/201

N/P G. & N BOWLER

PLAN
 SCALE: 1" = 50'

16

1577
 BLK
 11

APPENDIX A
8-11AS-02
20' Permanent Easement

Beginning for the same at a point on the centerline of a 20 foot permanent easement, said point being on the Northeasterly boundary of Maryland Route 235 a 110 foot right of way, said point also being on the front property line of Dyson and Besche Realty Company as described in Deed Liber 79 Folio 299 and being South 52° 57' 33" East, 10.00 feet from the front corner of Lots 12 and 13, Philip E. Gray Subdivision as recorded in Liber CBG 22 Folio 104 and running through the lands of the aforesaid Dyson and Besche Realty Company and parallel to the common property line of the aforesaid Lots 12 and 13

1. North 37° 02' 27" East, 111.47 feet to the lands of Dyson and Besche Realty Company as described in Deed Liber 106 Folio 19 and recorded February 15, 1963 thence running through the lands of the said Dyson and Besche Realty Company
2. North 37° 02' 27" East, 10.00 feet to Manhole 71 thence running parallel with, and said easement binding on and contiguous to the northeasterly boundary of the aforesaid Philip E. Gray Subdivision.
3. North 54° 21' 43" West, 109.93 feet to the lands of William L. and Hilda C. Jenkins as described in Deed Liber 18 Folio 516 and recorded August 29, 1946 thence running through the lands of Jenkins
4. North 54° 21' 43" West, 212.30 feet to the lands of John T. Daugherty as described in Deed Liber 67 Folio 11 and recorded on May 14, 1956 said point also being at the end of a parallel running with the Northeasterly boundary of the above said Gray Subdivision
5. North 52° 22' 33" West, 175.61 feet to Manhole 78, thence
6. South 89° 27' 25" West, 16.18 feet to the lands of John T. and Katherine Daugherty as described in Deed Liber 119 Folio 592 and recorded on May 24, 1965, thence
7. South 89° 27' 25" West, 10.52 feet to the aforesaid lands of Daugherty as described in Deed Liber CBG 67 Folio 12 and recorded May 14, 1956, thence
8. South 89° 27' 25" West, 146.38 feet to the lands of Thomas J. Woodburn as described in Deed Liber 268 Folio 201 and recorded on March 18, 1977 and running through the lands of Woodburn and said easement binding on and contiguous to Maryland Route 235
9. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 135.00 feet to the lands of METCOMM as described in Deed Liber DBK 194 Folio 62 and parallel with, and said easement binding on and contiguous to Maryland State Route 235
10. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 40.04 feet to the lands of Thomas J. Woodburn as described in Deed Liber MRB 38 Folio 454, thence
11. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 10.00 feet to the end of leg number one, thence proceeding back to the second calling of this easement description herein described as running to Manhole 71 and proceeding more or less with the north easterly boundary line of the aforesaid Gray Subdivision and running through the lands of the aforesaid Dyson Besche Realty Company as described in Deed Liber 106 Folio 19

12. South 61° 47' 32" East, 240.95 feet to the common property corner of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 and Liber 106 Folio 19 also being the common rear property corner of Lots 7 and 8 of the aforesaid Gray Subdivision and also being the Northwesterly property line of Warren E. Frank as described in Deed Liber 47 Folio 243 and recorded July 6, 1979 and running through the lands of Frank
13. South 61° 47' 32" East, 10.00 feet to Manhole 72, thence
14. North 37° 02' 27" East, 54.00 feet to Manhole 73
15. South 52° 57' 33" East, 163.35 feet to Manhole 74, thence
16. South 36° 56' 03" East, 80.83 feet to the lands of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 also being South 52° 11' 03" East, 0.92 feet from the common rear property corner of Lots 2 and 3 of the aforesaid Gray Subdivision, thence
17. South 36° 56' 03" East, 48.18 feet to the lands of Marvin C. and Joyce Franzen as described in Deed Liber 158 Folio 233 and recorded March 15, 1970 and running parallel to the rear property line of Franzen
18. South 36° 56' 03" East, 59.26 feet to the lands of Marvin C. Franzen as described in Deed Liber 242 Folio 256 and recorded on December 31, 1975 and running parallel to the rear property line of Franzen
19. South 36° 56' 03" East, 97.94 feet to the lands of Claude Price as described in Deed Liber 16 Folio 144 and recorded May 19, 1944, thence running parallel to the rear property line of Price
20. South 36° 56' 03" East, 305.31 feet, thence
21. South 24° 22' 33" East, 99.00 feet to a point on the Northeasterly right of way line of Maryland Route 235 and containing 42,725 square feet more or less.

Ret: Phil Dowsy

12/6/84

MARY B. BELL, CLERK

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LIBER 003 PAGE 320
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 30th day of November 1984, by and between Thomas J. Woodburn

_____, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Luzel M. & Gertrude Alexander to Thomas J. Woodburn, dated March 21, 1979, and recorded among the Land Records of St. Mary's County in Liber MRB No.38, folio 454, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM 12/06/84B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

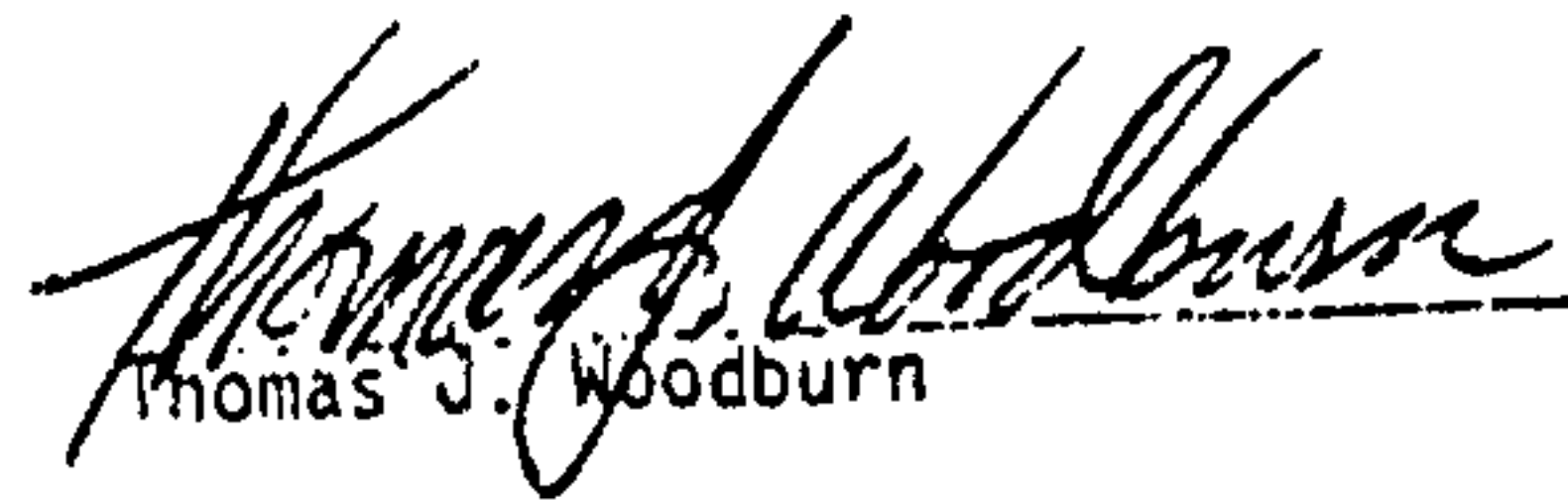
A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:


Thomas J. Woodburn

Attest:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature] (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 30th day of November, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Thomas J. Woodburn
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal. [Signature]
My Commission Expires: 7-1-86 Notary Public.

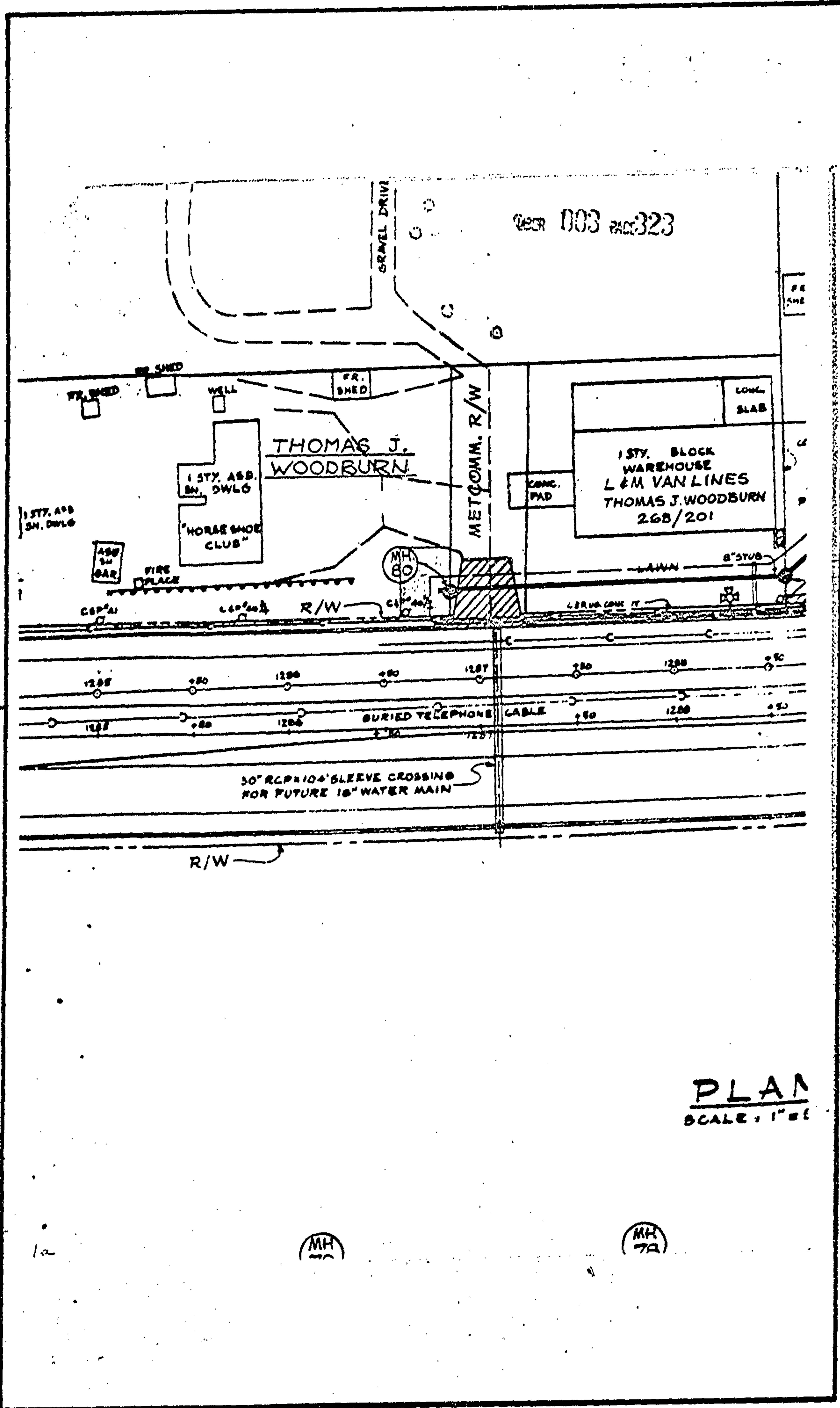
STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this _____ day of _____, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 4th day of December, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. [Signature]
My Commission Expires: 7-1-86 Notary Public.





Ret. Phil Casey 12/6/84

MARY R. BELL, CLERK

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LIBER 003 PAGE 324
EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 28th day of November 1984, by and between Besche Oil Company

and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Alvin and Pearl J. Pomerantz to Besche Oil Company, Inc., dated February 15, 1963, and recorded among the Land Records of St. Mary's County in Liber CBG No. 106, folio 19, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

9:46AM12/06/848 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

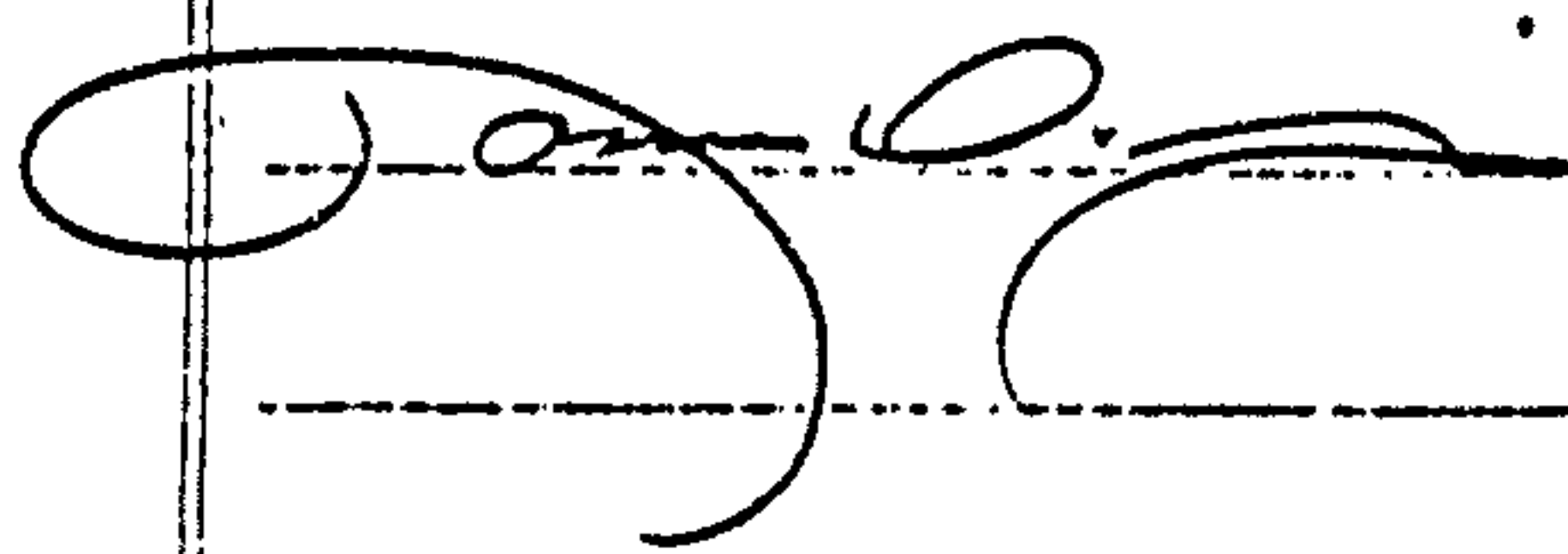
A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:




Besche Oil Company

Attest:

Alton J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of ^{Charles} ~~St. Mary's~~, to-wit:

I HEREBY CERTIFY That on this 29th day of November, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Besche Oil Company - Michael A. Besche, President the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1986

Benedict L. Long
Notary Public.

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

I HEREBY CERTIFY That on this _____ day of _____, 198____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____

Notary Public.

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

I HEREBY CERTIFY, That on this 4th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86

Susan A. Regel
Notary Public.

6
LDA C.
J.S.

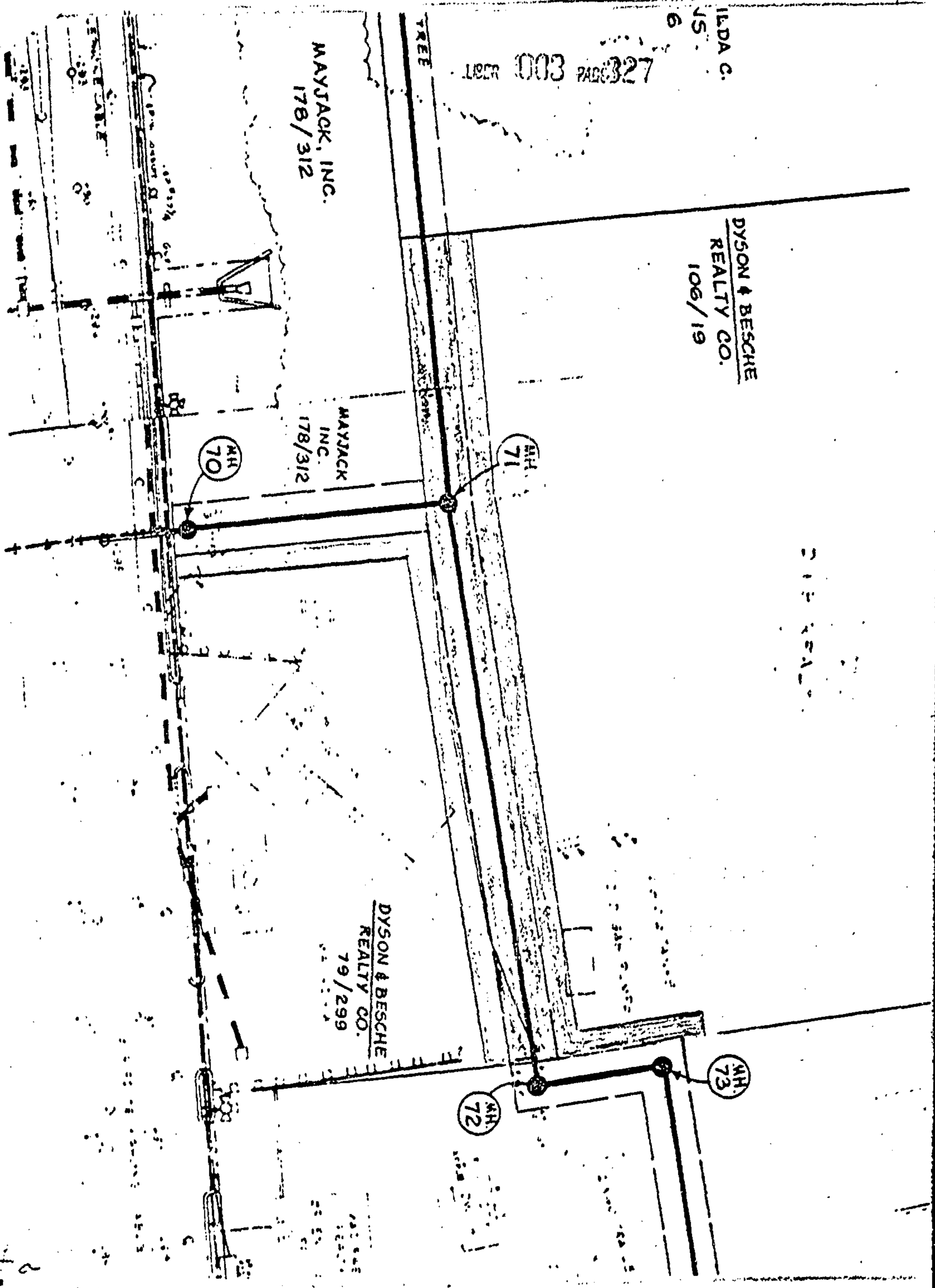
LIBR 003 PAGE 327

DYSON & BESCHE
REALTY CO.
106/19

MAYJACK, INC.
178/312

MAYJACK
INC.
178/312

DYSON & BESCHE
REALTY CO.
79/299



APPENDIX A
8-11AS-D2
20' Permanent Easement

Beginning for the same at a point on the centerline of a 20 foot permanent easement, said point being on the Northeasterly boundary of Maryland Route 235 a 110 foot right of way, said point also being on the front property line of Dyson and Besche Realty Company as described in Deed Liber 79 Folio 299 and being South 52° 57' 33" East, 10.00 feet from the front corner of Lots 12 and 13, Philip E. Gray Subdivision as recorded in Liber CBG 22 Folio 104 and running through the lands of the aforesaid Dyson and Besche Realty Company and parallel to the common property line of the aforesaid Lots 12 and 13

1. North 37° 02' 27" East, 111.47 feet to the lands of Dyson and Besche Realty Company as described in Deed Liber 106 Folio 19 and recorded February 15, 1963 thence running through the lands of the said Dyson and Besche Realty Company
2. North 37° 02' 27" East, 10.00 feet to Manhole 71 thence running parallel with, and said easement binding on and contiguous to the northeasterly boundary of the aforesaid Philip E. Gray Subdivision.
3. North 54° 21' 43" West, 109.93 feet to the lands of William L. and Hilda C. Jenkins as described in Deed Liber 18 Folio 516 and recorded August 29, 1946 thence running through the lands of Jenkins
4. North 54° 21' 43" West, 212.30 feet to the lands of John T. Daugherty as described in Deed Liber 67 Folio 11 and recorded on May 14, 1956 said point also being at the end of a parallel running with the Northeasterly boundary of the above said Gray Subdivision
5. North 52° 22' 33" West, 175.61 feet to Manhole 78, thence
6. South 89° 27' 25" West, 16.18 feet to the lands of John T. and Katherine Daugherty as described in Deed Liber 119 Folio 592 and recorded on May 24, 1965, thence
7. South 89° 27' 25" West, 10.52 feet to the aforesaid lands of Daugherty as described in Deed Liber CBG 67 Folio 12 and recorded May 14, 1956, thence
8. South 89° 27' 25" West, 146.38 feet to the lands of Thomas J. Woodburn as described in Deed Liber 268 Folio 201 and recorded on March 18, 1977 and running through the lands of Woodburn and said easement binding on and contiguous to Maryland Route 235
9. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 135.00 feet to the lands of METCOMM as described in Deed Liber DBK 194 Folio 62 and parallel with, and said easement binding on and contiguous to Maryland State Route 235
10. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 40.04 feet to the lands of Thomas J. Woodburn as described in Deed Liber MRB 38 Folio 454, thence
11. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 10.00 feet to the end of leg number one, thence proceeding back to the second calling of this easement description herein described as running to Manhole 71 and proceeding more or less with the north easterly boundary line of the aforesaid Gray Subdivision and running through the lands of the aforesaid Dyson Besche Realty Company as described in Deed Liber 106 Folio 19

12. South 61° 47' 32" East, 240.95 feet to the common property corner of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 and Liber 106 Folio 19 also being the common rear property corner of Lots 7 and 8 of the aforesaid Gray Subdivision and also being the Northwesterly property line of Warren E. Frank as described in Deed Liber 47 Folio 243 and recorded July 6, 1979 and running through the lands of Frank
13. South 61° 47' 32" East, 10.00 feet to Manhole 72, thence
14. North 37° 02' 27" East, 54.00 feet to Manhole 73
15. South 52° 57' 33" East, 163.35 feet to Manhole 74, thence
16. South 36° 56' 03" East, 80.83 feet to the lands of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 also being South 52° 11' 03" East, 0.92 feet from the common rear property corner of Lots 2 and 3 of the aforesaid Gray Subdivision, thence
17. South 36° 56' 03" East, 48.18 feet to the lands of Marvin C. and Joyce Franzen as described in Deed Liber 158 Folio 233 and recorded March 15, 1970 and running parallel to the rear property line of Franzen
18. South 36° 56' 03" East, 59.26 feet to the lands of Marvin C. Franzen as described in Deed Liber 242 Folio 256 and recorded on December 31, 1975 and running parallel to the rear property line of Franzen
19. South 36° 56' 03" East, 97.94 feet to the lands of Claude Price as described in Deed Liber 16 Folio 144 and recorded May 19, 1944, thence running parallel to the rear property line of Price
20. South 36° 56' 03" East, 305.31 feet, thence
21. South 24° 22' 33" East, 99.00 feet to a point on the Northeasterly right of way line of Maryland Route 235 and containing 42,725 square feet more or less.

Ret: Phil Dossy 12/6/84

MARY R. BELL, CLERK

PROMISSORY NOTE AGREEMENT 11:26AM 01/16/85B METCOM \$0.00

FOR VALUE RECEIVED, the undersigned, Westlex Properties, being the owners of the Lexington Park Motor Lodge, does hereby acknowledge that the sum of \$4,326.83, representing delinquent water and sewer service charges and benefit assessment charges, is due and owing to the St. Mary's County Metropolitan Commission.

The undersigned hereby agrees to satisfy said debt by paying to the order of the St. Mary's County Metropolitan Commission the sum of \$2,000 at the signing of this agreement, and in addition agrees to pay the balance of \$2,326.83 in the following monthly installments, which includes interest at the rate of 18% per annum on the unpaid balance:

February 1, 1985	\$1,198.32
March 1, 1985	1,180.86

If at any time during the period of this agreement the undersigned desires to satisfy this debt in its entirety, the remaining principal balance of the debt referred to above must be paid in full.

The undersigned agrees to pay their current monthly bills in addition to the aforesaid payments, and in the event of default hereof, agrees to pay all costs of collection including 10 percent (10%) for attorney's fees if placed in the hands of an attorney for collection, plus interest from and after the date of maturity at the rate of eighteen percent (18%) per annum on the unpaid balance. Upon default, the Maker further authorizes any attorney of record to confess judgement against their heirs and assigns in favour of the holder hereof for the full amount appearing due and payable hereon, together with interest, charges, attorney's fees, and cost of suit, as above provided.

Demand or presentment for payment, notice of dishonor, protest, and notice of protest are hereby waived.

Dated at Lexington Park, Maryland this 20th day of January 1985.

Witness:

Thomas J. Harris

Mike O'Brien
Mike O'Brien
Westlex Properties

Ret to: Phil Harsey

1-16-85

MARY R. BELL, CLERK

THIS DEED OF EASEMENT AND AGREEMENT, Made this 10th day of December 1984, by and between Warren E. Frank

and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Joseph P. & Ailene S. Mokry to Warren E. Frank, dated July 6, 1979, and recorded among the Land Records of St. Mary's County in Liber MRB No. 47, folio 243, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOMM on September, 1984.

11128401/16/858 METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Don E. Mc...

Warren E. Frank
Warren E. Frank

Attest:

Alvin J. King

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By *Francis E. Taylor* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 10th day of December, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Warren E. Frank
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Andrew W. Adams
Notary Public.

My Commission Expires: March 2, 1985

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

I HEREBY CERTIFY That on this _____ day of _____, 198
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTORS named in the foregoing instrument and acknowledged it to be their
act.

AS WITNESS my hand and Notarial Seal.

Notary Public.

My Commission Expires: _____

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

I HEREBY CERTIFY, That on this 27th day of December, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Susan A. Regel
Notary Public.

My Commission Expires: 7-1-86

DYSON & BESCHKE
REALTY CO.
79/299

(MH 72)

(MH 73)

WARREN E. FRAUK
47/243

(MH 74)

WARREN E. FRAUK
DYSON & BESCHKE
REALTY CO.
79/299

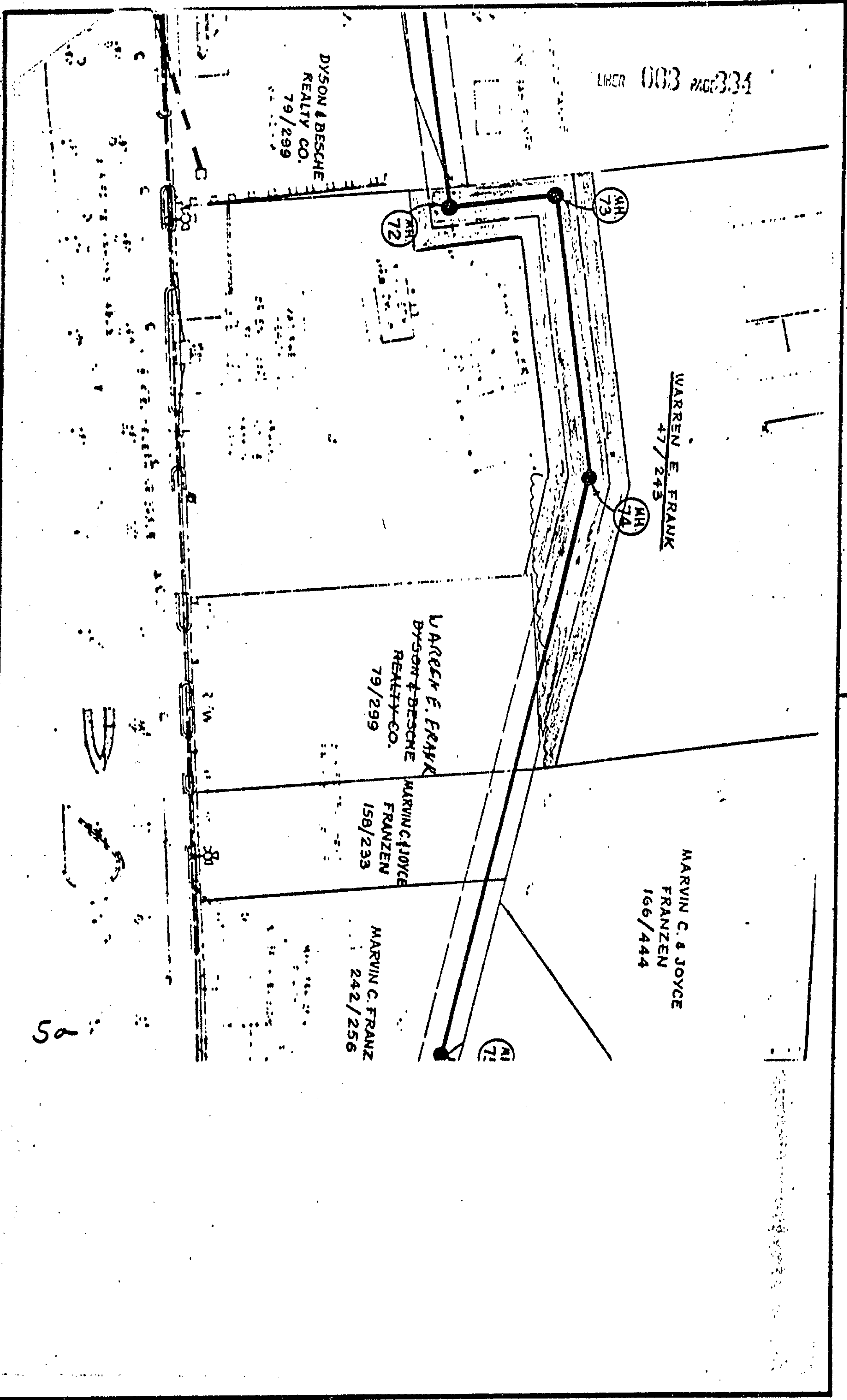
MARVIN C. & JOYCE
FRANZEN
158/233

MARVIN C. & JOYCE
FRANZEN
166/444

MARVIN C. FRANZ
242/256

(MH 71)

50



APPENDIX A
8-11AS-02
20' Permanent Easement

Beginning for the same at a point on the centerline of a 20 foot permanent easement, said point being on the Northeasterly boundary of Maryland Route 235 a 110 foot right of way, said point also being on the front property line of Dyson and Besche Realty Company as described in Deed Liber 79 Folio 299 and being South 52° 57' 33" East, 10.00 feet from the front corner of Lots 12 and 13, Philip E. Gray Subdivision as recorded in Liber CBG 22 Folio 104 and running through the lands of the aforesaid Dyson and Besche Realty Company and parallel to the common property line of the aforesaid Lots 12 and 13

1. North 37° 02' 27" East, 111.47 feet to the lands of Dyson and Besche Realty Company as described in Deed Liber 106 Folio 19 and recorded February 15, 1963 thence running through the lands of the said Dyson and Besche Realty Company
2. North 37° 02' 27" East, 10.00 feet to Manhole 71 thence running parallel with, and said easement binding on and contiguous to the northeasterly boundary of the aforesaid Philip E. Gray Subdivision.
3. North 54° 21' 43" West, 109.93 feet to the lands of William L. and Hilda C. Jenkins as described in Deed Liber 18 Folio 516 and recorded August 29, 1946 thence running through the lands of Jenkins
4. North 54° 21' 43" West, 212.30 feet to the lands of John T. Daugherty as described in Deed Liber 67 Folio 11 and recorded on May 14, 1956 said point also being at the end of a parallel running with the Northeasterly boundary of the above said Gray Subdivision
5. North 52° 22' 33" West, 175.61 feet to Manhole 78, thence
6. South 89° 27' 25" West, 16.18 feet to the lands of John T. and Katherine Daugherty as described in Deed Liber 119 Folio 592 and recorded on May 24, 1965, thence
7. South 89° 27' 25" West, 10.52 feet to the aforesaid lands of Daugherty as described in Deed Liber CBG 67 Folio 12 and recorded May 14, 1956, thence
8. South 89° 27' 25" West, 146.38 feet to the lands of Thomas J. Woodburn as described in Deed Liber 268 Folio 201 and recorded on March 18, 1977 and running through the lands of Woodburn and said easement binding on and contiguous to Maryland Route 235
9. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 135.00 feet to the lands of METCOMM as described in Deed Liber DBK 194 Folio 62 and parallel with, and said easement binding on and contiguous to Maryland State Route 235
10. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 40.04 feet to the lands of Thomas J. Woodburn as described in Deed Liber MRB 38 Folio 454, thence
11. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 10.00 feet to the end of leg number one, thence proceeding back to the second calling of this easement description herein described as running to Manhole 71 and proceeding more or less with the north easterly boundary line of the aforesaid Gray Subdivision and running through the lands of the aforesaid Dyson Besche Realty Company as described in Deed Liber 106 Folio 19

12. South 61° 47' 32" East, 240.95 feet to the common property corner of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 and Liber 106 Folio 19 also being the common rear property corner of Lots 7 and 8 of the aforesaid Gray Subdivision and also being the Northwestern property line of Warren E. Frank as described in Deed Liber 47 Folio 243 and recorded July 6, 1979 and running through the lands of Frank
13. South 61° 47' 32" East, 10.00 feet to Manhole 72, thence
14. North 37° 02' 27" East, 54.00 feet to Manhole 73
15. South 52° 57' 33" East, 163.35 feet to Manhole 74, thence
16. South 36° 56' 03" East, 80.83 feet to the lands of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 also being South 52° 11' 03" East, 0.92 feet from the common rear property corner of Lots 2 and 3 of the aforesaid Gray Subdivision, thence
17. South 36° 56' 03" East, 48.18 feet to the lands of Marvin C. and Joyce Franzen as described in Deed Liber 158 Folio 233 and recorded March 15, 1970 and running parallel to the rear property line of Franzen
18. South 36° 56' 03" East, 59.26 feet to the lands of Marvin C. Franzen as described in Deed Liber 242 Folio 256 and recorded on December 31, 1975 and running parallel to the rear property line of Franzen
19. South 36° 56' 03" East, 97.94 feet to the lands of Claude Price as described in Deed Liber 16 Folio 144 and recorded May 19, 1944, thence running parallel to the rear property line of Price
20. South 36° 56' 03" East, 305.31 feet, thence
21. South 24° 22' 33" East, 99.00 feet to a point on the Northeasterly right of way line of Maryland Route 235 and containing 42,725 square feet more or less.

Ret. to: Phil Harsey

1-16-85

MARY R. BELL, CLERK

252

THIS DEED OF EASEMENT AND AGREEMENT, Made this 13th day of December 1984, by and between Warren E. Frank

and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Henry A. Echeverio to Warren E. Frank, dated June 30, 1980, and recorded among the Land Records of St. Mary's County in Liber MRB No. 74, folio 23, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, Attached hereto and made a part hereof, which description was prepared by METCOM on September, 1984.

11:28AM01/16/85B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the facilities within the Easement:

A 10 foot temporary construction easement binding on and contiguous to the easterly and westerly sides of the 20 foot permanent easement.

GRANTEE hereby agrees that following completion of the initial construction of the facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Susan H. [Signature]

Warren E. Frank
Warren E. Frank

Attest:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *[Signature]* (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of ^{VIRGINIA} ~~St.~~ ^{FAIRFAX} Mary's, to-wit:

I HEREBY CERTIFY That on this 13th day of December, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Warren E. Frank the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: March 2, 1985 *[Signature]*
Notary Public.

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

I HEREBY CERTIFY That on this _____ day of _____, 198____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ the GRANTORS named in the foregoing instrument and acknowledged it to be their act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: _____ Notary Public.

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

I HEREBY CERTIFY, That on this 22nd day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *[Signature]*
Notary Public.

WARREN E. FRANK
47/243

(AH 74)

WARREN E. FRANK
HRB 74/23

MARVIN C. JOYCE
FRANZEN
158/233

MARVIN C. & JOYCE
FRANZEN
166/444

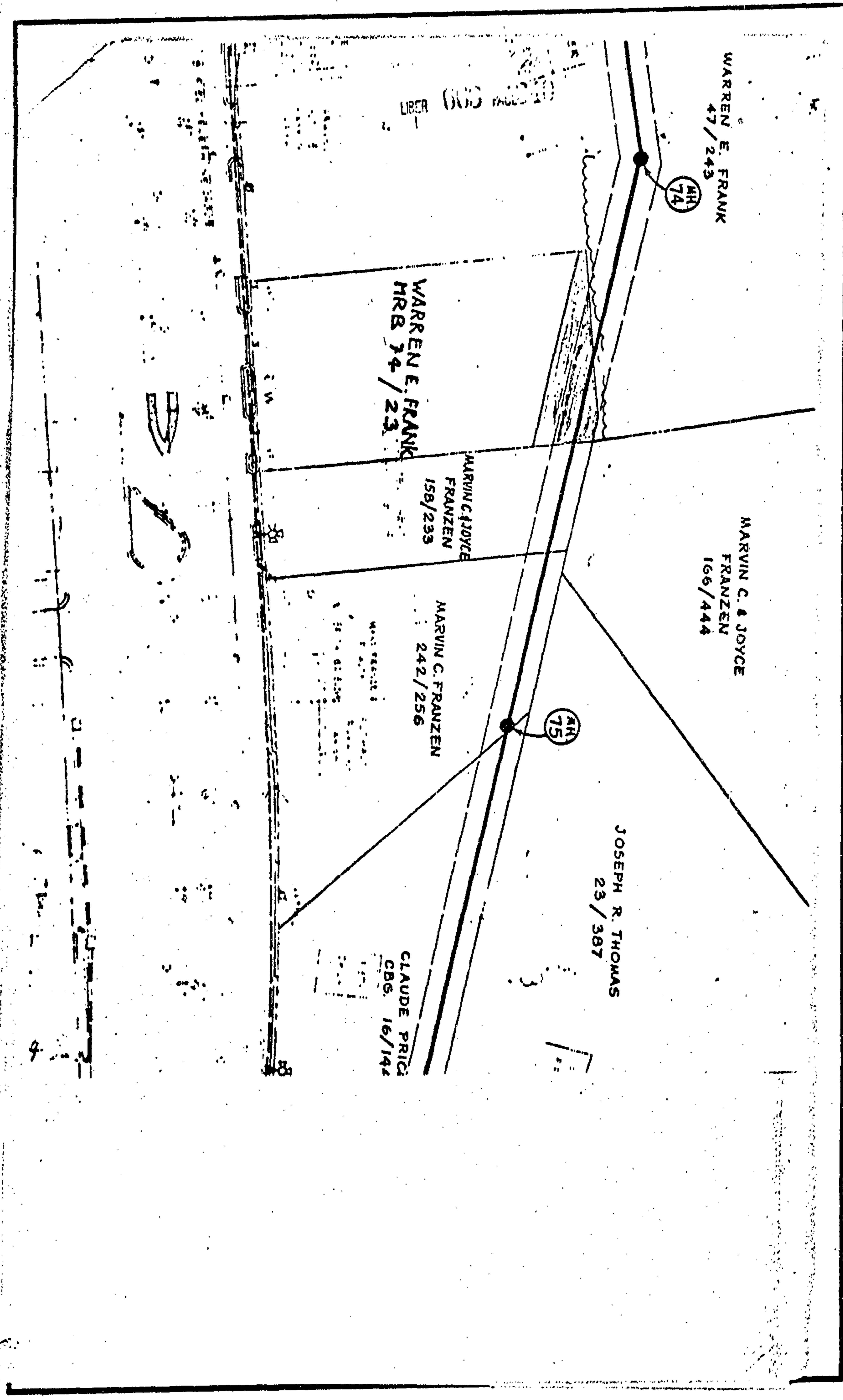
MARVIN C. FRANZEN
242/256

(AH 75)

JOSEPH R. THOMAS
23/387

CLAUDE PRICE
CBG 16/142

LIBER (S)



Beginning for the same at a point on the centerline of a 20 foot permanent easement, said point being on the Northeasterly boundary of Maryland Route 235 a 110 foot right of way, said point also being on the front property line of Dyson and Besche Realty Company as described in Deed Liber 79 Folio 299 and being South 52° 57' 33" East, 10.00 feet from the front corner of Lots 12 and 13, Philip E. Gray Subdivision as recorded in Liber CBG 22 Folio 104 and running through the lands of the aforesaid Dyson and Besche Realty Company and parallel to the common property line of the aforesaid Lots 12 and 13

1. North 37° 02' 27" East, 111.47 feet to the lands of Dyson and Besche Realty Company as described in Deed Liber 106 Folio 19 and recorded February 15, 1963 thence running through the lands of the said Dyson and Besche Realty Company
2. North 37° 02' 27" East, 10.00 feet to Manhole 71 thence running parallel with, and said easement binding on and contiguous to the northeasterly boundary of the aforesaid Philip E. Gray Subdivision.
3. North 54° 21' 43" West, 109.93 feet to the lands of William L. and Hilda C. Jenkins as described in Deed Liber 18 Folio 516 and recorded August 29, 1946 thence running through the lands of Jenkins
4. North 54° 21' 43" West, 212.30 feet to the lands of John T. Daugherty as described in Deed Liber 67 Folio 11 and recorded on May 14, 1956 said point also being at the end of a parallel running with the Northeasterly boundary of the above said Gray Subdivision
5. North 52° 22' 33" West, 175.61 feet to Manhole 78, thence
6. South 89° 27' 25" West, 16.18 feet to the lands of John T. and Katherine Daugherty as described in Deed Liber 119 Folio 592 and recorded on May 24, 1965, thence
7. South 89° 27' 25" West, 10.52 feet to the aforesaid lands of Daugherty as described in Deed Liber CBG 67 Folio 12 and recorded May 14, 1956, thence
8. South 89° 27' 25" West, 146.38 feet to the lands of Thomas J. Woodburn as described in Deed Liber 268 Folio 201 and recorded on March 18, 1977 and running through the lands of Woodburn and said easement binding on and contiguous to Maryland Route 235
9. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 135.00 feet to the lands of METCOMM as described in Deed Liber DBK 194 Folio 62 and parallel with, and said easement binding on and contiguous to Maryland State Route 235
10. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 40.04 feet to the lands of Thomas J. Woodburn as described in Deed Liber MRB 38 Folio 454, thence
11. On the arc of a curve to the right with a radius of 27,430.38 feet and an arc of 10.00 feet to the end of leg number one, thence proceeding back to the second calling of this easement description herein described as running to Manhole 71 and proceeding more or less with the north easterly boundary line of the aforesaid Gray Subdivision and running through the lands of the aforesaid Dyson Besche Realty Company as described in Deed Liber 106 Folio 19

12. South 61° 47' 32" East, 240.95 feet to the common property corner of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 and Liber 106 Folio 19 also being the common rear property corner of Lots 7 and 8 of the aforesaid Gray Subdivision and also being the Northwestern property line of Warren E. Frank as described in Deed Liber 47 Folio 243 and recorded July 6, 1979 and running through the lands of Frank
13. South 61° 47' 32" East, 10.00 feet to Manhole 72, thence
14. North 37° 02' 27" East, 54.00 feet to Manhole 73
15. South 52° 57' 33" East, 163.35 feet to Manhole 74, thence
16. South 36° 56' 03" East, 80.83 feet to the lands of Dyson & Besche Realty Company as described in Deed Liber 79 Folio 299 also being South 52° 11' 03" East, 0.92 feet from the common rear property corner of Lots 2 and 3 of the aforesaid Gray Subdivision, thence
17. South 36° 56' 03" East, 48.18 feet to the lands of Marvin C. and Joyce Franzen as described in Deed Liber 158 Folio 233 and recorded March 15, 1970 and running parallel to the rear property line of Franzen
18. South 36° 56' 03" East, 59.26 feet to the lands of Marvin C. Franzen as described in Deed Liber 242 Folio 256 and recorded on December 31, 1975 and running parallel to the rear property line of Franzen
19. South 36° 56' 03" East, 97.94 feet to the lands of Claude Price as described in Deed Liber 16 Folio 144 and recorded May 19, 1944, thence running parallel to the rear property line of Price
20. South 36° 56' 03" East, 305.31 feet, thence
21. South 24° 22' 33" East, 99.00 feet to a point on the Northeasterly right of way line of Maryland Route 235 and containing 42,725 square feet more or less.

Ret. to: Phil Morsey 1-16-85

MARY R. BELL, CLERK

EASEMENT AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, Made this 19th day of December 1984, by and between Patricia A. Runco, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Maryland Capital Corporation to Patricia A. Runco, dated March 29, 1978, and recorded among the Land Records of St. Mary's County in Liber MRB No. 007, folio 499, the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, attached hereto and made a part hereof, which description was prepared by J. R. McCrone, Jr., Inc., Engineers and Land Surveyors, and updated by METCOMM, a body politic and corporate, on September, 1984.

11128AM01/16/85B METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10-foot temporary easement on both sides of the 20-foot permanent easement wherever possible within the boundaries of the Grantor's property.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Josephine P. Nye

Patricia A. Runco
Patricia A. Runco

Attest: Stewart A. Taylor LIBER 11113 PAGE 345
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Francis E. Taylor (SEAL)
Francis E. Taylor, Chairman

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this 19th day of DECEMBER, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared Patricia A. Runco,
the GRANTOR named in the foregoing instrument and acknowledged it to be her
act.

AS WITNESS my hand and Notarial Seal. Phyllis D. Doughton
My Commission Expires: 7-1-86 Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY That on this ___ day of _____, 1984,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared _____
the GRANTOR named in the foregoing instrument and acknowledged it to be _____
act.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: _____ Notary Public.

STATE OF MARYLAND, County of St. Mary's, to-wit:
I HEREBY CERTIFY, That on this 22nd day of December, 1984,
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 foregoing instrument for the purposes therein contained by signing the
name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal. Susan A. Hegel
My Commission Expires: 7-1-86 Notary Public.

Easement Description

BEGINNING FOR THE CENTERLINE of a twenty-foot (20') wide permanent easement at an existing sanitary manhole designated as 6i-D on a plan prepared by J. R. McCrone Jr., Inc., entitled "Sewer Profile Plan from Main Line to Millison Enterprises, Eighth Election District, St. Mary's County, Maryland dated March 27, 1974." Said existing manhole found to have Maryland Grid Coordinate of North 158,832.83 and East 955,117.91. Thence leaving the beginning point so fixed and passing through the lands of Patuxent Development Corporation, as recorded among the Land Records of St. Mary's County, Maryland in Liber CBG 24 at Folio 315, (1) South 52 degrees 36 minutes 19 seconds East 230.88 feet to a point in the Northeasterly outline of the said Patuxent Development Corporation tract. Said outline also being the Southwest outline of a tract or parcel of land standing in the name of Maryland Capital Corporation, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 148 at Folio 85 thence running on said division line for a portion of and the division line between Patuxent Development Corporation and a tract or parcel of land standing in the name of John Chamberlin as recorded among the aforementioned Land Records in Liber MRB 132 and at Folio 356 and through the lands of Patuxent Development Corporation for the remainder of, (2) South 47 degrees 17 minutes 41 seconds East 200.00 feet to a point, passing over iron pipes marking common corners between the said Maryland Capital Corporation and Chamberlin tracts at 23.13 feet, passing over also an iron pipe marking a centerline point in the said Chamberlin southwesterly outline at 178.77 feet along said course; thence passing through the lands of Patuxent Development Corporation for a portion of and running and binding on the division line between a tract or parcel of land standing in the name of C. Fred Painter, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 129 at Folio 146 and the lands of the abovementioned Patuxent Development Corporation and Belevedere Motor Inn, as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 230 at Folio 119, (3) South 69 degrees 35 minutes 43 seconds East 410.00 feet to the end of said centerline easement passing over iron pipes marking common corners of the said Chamberlin and Painter, and the Patuxent Development Corporation and the Belevedere Motor Inn at 77.59 feet and 350.87 feet along said course, as shown on a plat of survey by J. R. McCrone Jr., Inc., Registered Professional Engineers and Land Surveyors, dated October 16, 1980, and the ownerships updated by METCOMM, a body politic and corporate on September, 1984.

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Easement Description

BEGINNING FOR THE CENTERLINE of a twenty-foot (20') wide permanent easement at an existing sanitary manhole designated as 61-B on a plan prepared by J. R. McCrone Jr., Inc., entitled "Sewer Profile Plan From Main Line to Millison Enterprises, Eighth Election District, St. Mary's County, Maryland" dated March 27, 1974. Said existing manhole having Maryland Grid Coordinate of North 159,185.94 and East 954,859.52. Thence leaving said beginning point so fixed and passing through the lands of J. L. Millison, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRF 137 at Folio 220 for a portion of and the lands of Southern Maryland Oil Company, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 118 at Folio 435 for the remainder of, (1) North 11 degrees 11 minutes 25 seconds West 222.42 feet to a point passing over the division line between the said tracts at 157.16 feet along said course; thence still passing through the said Southern Maryland Oil Company tract for a portion of and passing through the lands of J. L. Millison, as recorded among the aforementioned Land Records in Liber MRB 006 at Folio 414 for the remainder of, (2) North 20 degrees 00 minutes 03 seconds West 221.11 feet, passing over a point in the division line of said tracts at 70.97 feet along said course; thence still through the lands of J. L. Millison, (3) North 38 degrees 40 minutes 11 seconds West 94.34 feet to a point in the division line of Musue Trust, as recorded in the aforementioned Land Records in Liber DBK 202 at Folio 251. Thence through the said Musue Trust, (4) North 32 degrees 34 minutes 57 seconds West 10.00 feet to the end of said centerline easement, as described and shown on a plat of survey by J. R. McCrone Jr., Inc., Registered Professional Engineers and Land Surveyors and dated October 16, 1980, and the ownerships updated by METCOMM, a body politic and corporate on September, 1984.

Ret. to: Phil Marsey 1-16-85

MARY R. BELL, CLERK

252

LIBER 1173 MCC318

FUNDING AGREEMENT

AGREEMENT, Made this 13th day of December, 1984, by and between St. Mary's County Metropolitan Commission, a body politic and corporate, hereinafter "Commission", and H. T. Waring Limited Partnership, hereinafter "Developer".

WHEREAS, Commission is responsible for all public sewer and water projects in Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, and

WHEREAS, Developer is proposing the development of a tract of land within said Sanitary District consisting of two parcels more particularly described in a Deed to Waring Associates, Inc. from Carl E. Walker, dated March 2, 1974, and recorded in Deed Liber DBK 206, Folio 271 and part of a Deed to Lord Calvert Trailer Park, Inc. from A. B. C. Mobile Homes, Inc., a Delaware Corporation, dated January 29, 1965, and recorded in Deed Liber 117, Folio 458 among the land records of St. Mary's County, and

WHEREAS, said tract does not abut upon the Commission's water supply and Developer has requested that a water line extension be constructed from Commission's water supply system to a point at or near the said property by means of which it may be served, and Commission is willing to undertake such construction or make suitable arrangements for the same, providing a substantial contribution is made by the Developer toward the cost of such water line construction as provided in Section 113-9.J. of the Code of Public Local Laws of St. Mary's County, and

WHEREAS, Commission will provide engineering service, including specifications, advertisements, award, and inspection of construction, all work necessary for an operational water extension, and the cost of same shall become part of the total project cost.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and the mutual covenants and agreements herein expressed, Commission and Developer agree as follows:

FIRST: Upon the execution of this Agreement by the parties, Commission shall undertake the engineering services described above and shall prepare an Engineer's estimate of the total cost of construction of the water extension, including said engineering services and administrative overhead. Commission shall notify Developer of the amount of this cost estimate, and should Developer at this point choose not to proceed further with development of the tract as described above and so notifies the Commission, then Developer shall reimburse Commission for all engineering and administrative costs up to receipt of the notice. Said reimbursement payment may be used as a credit against any future resumption of this project subject to any changes causing additional costs for such engineering and administration.

SECOND: Developer, upon receipt of the cost estimate, shall thereupon pay to Commission a sum equal to two-thirds (2/3rds) of said estimate, upon receipt of which Commission shall proceed to advertise for bids and take all other necessary steps leading to final award and commencement of construction of the water line extension.

THIRD: Upon completion of construction, Developer's two-thirds (2/3rds) contribution shall be adjusted to reflect the actual costs incurred, including engineering, overhead, inspection and any other applicable costs. Commission will refund any overpayment. Developer will pay any excess contribution made necessary if actual costs exceed the Engineer's estimate on which its original contribution was based.

FOURTH: Developer shall be responsible for the construction of all water and sewer facilities within the boundaries of the aforesaid property being developed, and for the construction of a sewer extension, or extensions, to the Commission's existing sewer system. Developer shall obtain adequate easement or easements for the same over surrounding properties, said easements to be conveyed to Commission. Developer shall not, however, commence any such construction prior to (1) entering into a Public Works Agreement with the Commission, (2) review and approval of plans and specifications for all such facilities by Commission, and (3) issuance by Commission of a permit or permits for said construction.

FIFTH: Commission agrees that the total actual cost of the water line extension, for the purpose of computing Developer's adjusted contribution, shall be reduced by the cost of fire hydrants and service connection installations, if any, along the route of the water line extension.

SIXTH: Commission shall proceed with this project as provided herein; however, in the event that building permits and permits for water and sewer construction on Developer's property are issued prior to completion of the water line extension by Commission, Developer agrees to assume all responsibility and covenants and agrees to hold Commission harmless from any actions or claims for damages in the event Occupancy Permits cannot be issued for completed structures because the structures are not then served with water and/or sewer facilities.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

WITNESS the due execution hereof.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven L. King
Steven L. King, Secretary

By: Francis E. Taylor
Francis E. Taylor, Chairman

ATTEST:

H. T. WARING LIMITED PARTNERSHIP

Robby T. Waring

By: Robby T. Waring
Robby T. Waring, President

LIBR 0013 700250

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

I HEREBY CERTIFY That on this 13th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of the Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission expires: 7-1-86

Susan A. Hegel
Notary Public

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

I HEREBY CERTIFY That on this 30th day of November, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry T. Waring, who acknowledged himself to be President of H. T. Waring Limited Partnership, a body corporate, 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.

AS WITNESS my hand and Notarial Seal.

My Commission expires: 7/1/84

Madra A. Johnson
Notary Public

11128401/16/858 METCOM 80.00

Ret. to: Phil Morsey 1-16-85

MARY R. BELL, CLERK

PUBLIC WORKS AGREEMENT

1112PH01/17/85A METCOM \$0.00

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and H. T. WARING LIMITED PARTNERSHIP, hereinafter the "Developer".

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District know and described as Indian Bridge Section One, and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewer 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 Exhibits A and B 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, capital contributions, debt service charges, ready-to-serve charges, and service charges as applicable. At this time, the review fee is \$20 per equivalent dwelling unit (EDU), the debt service charge is \$1.94 per front foot per year (50-foot minimum assessment per EDU) and the inspection fee is 3% of the cost of central water and sewerage construction.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibits A and 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-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 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 to do so by the Commission, agrees to convey all of the facilities with the appropriate sites, easements, and right-of-ways 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. Maintenance of all facilities will be the responsibility of the Developer until said facilities are accepted by the Commission. The facilities will not be accepted until all paving, grading, and other site work are completed by the Developer in the opinion of the Commission.

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.

WITNESS the hands and seals of the parties hereto, this 13th day of December, 1984.

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

H. T. WARING LIMITED PARTNERSHIP

By: [Signature]
Henry T. Waring, President

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature]
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 30th day of November, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry T. Waring, who acknowledged himself to be President of H.T. Waring Ltd. Partnership, a body corporate, 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.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 7-1-86

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

I HEREBY CERTIFY That on this 13th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of the Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires: 7-1-86

EXHIBIT A

LRCR 003 PAGE 354

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Indian Bridge Section One TOTAL NO. OF PHASES: 1

DEVELOPER: H. T. Waring Limited Partnership

PHASE I

PLAT REF.: Plans dated September 10, 1984 # OF LOTS TO
BE SERVED: 112 apartments

PROJECTED CONST. START DATE: December, 1984

PROJECTED CONST. COMPLETION DATE: December 1985

FACILITIES TO BE CONSTRUCTED*: 1,640 L.F. Distribution System

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: JED
(Initials)

Developer: HPW
(Initials)

EXHIBIT B

LIBR 003 PAGE 350

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Indian Bridge Section One TOTAL NO. OF PHASES: 1

DEVELOPER: H. T. Waring Limited Partnership

PHASE I

PLAT REF.: Plans dated September 10, 1984 # OF LOTS TO
BE SERVED: 112 apartments

PROJECTED CONST. START DATE: December, 1984

PROJECTED CONST. COMPLETION DATE: December, 1985

FACILITIES TO BE CONSTRUCTED*: 1,480 L.F. Collection System

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 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: JEZ
(Initials)

Developer: HPW
(Initials)

EASEMENT AGREEMENT

LIBER 003 PAGE 358

THIS DEED OF EASEMENT AND AGREEMENT, Made this _____ day of _____
198 , by and between John D. Chamberlin and Patricia Harrington Chamberlin
_____, and ST. MARY'S COUNTY METROPOLITAN
COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors and assigns, a perpetual easement and right-of-way ("Easement") for the purposes of laying, constructing, operating, maintaining, inspecting, repairing, and replacing public sewer pipe and appurtenances thereto ("Facilities") in, through, across, and under a certain tract, lot or parcel of real property situate in the Eighth Election District and in the Pine Hill Run Sanitary District No. 8 of St. Mary's County, Maryland, the said tract of real estate being owned by the Grantors herein by virtue of a Deed to the Grantors from Club Properties, Inc., a body corporate _____, dated December 21, 1982 _____, and recorded among the Land Records of St. Mary's County in Liber MRB No. 132, folio 356 , the Easement granted hereby being described as follows:

A twenty-foot (20') wide easement, the centerline of which is particularly described in Appendix "A" to this Deed of Easement and Agreement, attached hereto and made a part hereof, which description was prepared by J. R. McCrone, Jr., Inc., Engineers and Land Surveyors, and updated by METCOMM, a body politic and corporate on September, 1984.

11:14AM01/28/85A METCOM \$0.00

TO HAVE AND TO HOLD the Easement and right-of-way hereby granted unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever.

GRANTEE and its agents, employees and servants shall have full and free use of the Easement for the purposes named, including the right of access to and egress from the Easement, and shall have the right to remove trees, shrubbery, fences, structures, or other obstructions lying within the Easement deemed by GRANTEE to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the GRANTEE after any entry

upon and use of the Easement, at its expense, shall restore the property as nearly as possible to a condition not inferior to that existing prior to entry, including backfilling of trenches, replacement of fences, repair of damaged paving, and reseeding of damaged lawn areas, but not including the replacement of trees, structures, or any type of obstruction which would hinder or prevent the free and proper use of the Easement for the purposes named.

GRANTORS shall have the right to make any use of the Easement not inconsistent with rights herein conveyed or any proper use of the Easement by the GRANTEE. Among uses inconsistent with the Easement hereby conveyed, the GRANTORS shall not plant trees, erect any building or similar structure within the Easement or make a fill or excavation of earth so as to change the contours of the Easement, nor inundate the land within the Easement with water.

GRANTORS hereby covenant that they will warrant specially the said Easement and will execute such other and further assurances thereof as may be requisite.

FURTHER, the said GRANTORS do hereby grant unto the GRANTEE herein, the right and privilege to enter upon and to use temporarily the strip of land hereinafter described and immediately adjacent to the Easement for the accommodation of construction equipment and vehicles, excavated earth, construction materials, and for other purposes pertinent to and during the initial construction of the Facilities within the Easement:

A 10 foot temporary easement on both sides of the 20 foot permanent easement wherever possible within the boundaries of the Grantor's property.

GRANTEE hereby agrees that following completion of the initial construction of the Facilities and the testing and acceptance thereof, it will cause to be removed all equipment, debris, and surplus materials from the said strip of land and will restore the same, as nearly as reasonably possible, to a condition not inferior to that existing prior to the temporary use thereof.

GRANTORS hereby agree not to erect any structure or otherwise use the aforesaid strip of land for any purposes which will obstruct or hinder the right, privilege, and easement for temporary construction use herein granted; and, it is agreed that said temporary right and easement for construction shall terminate upon completion of the work, final inspection, and the approval by the GRANTEE of the removal and restoration work referred to above.

This instrument shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Witness:

Melene H. Reynolds

Melene H. Reynolds

John D. Chamberlin
John D. Chamberlin
Patricia Harrington Chamberlin
Patricia Harrington Chamberlin

Attest:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *[Signature]* (SEAL)
Francis E. Taylor, Chairman

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

I HEREBY CERTIFY That on this 19th day of December, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John D. Chamberlin the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Susan A. Regel*
Notary Public.

STATE OF MARYLAND, ~~County of St. Mary's~~ ^{Montgomery County}, to-wit:

I HEREBY CERTIFY That on this 19th day of December, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patricia Harrington Chamberlin the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Helene H. Reynolds*
NOTARY PUBLIC STATE OF MARYLAND
Notary Public.

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

~~I HEREBY CERTIFY That on this 19th day of December, 1984, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.~~

~~AS WITNESS my hand and Notarial Seal.~~

~~My Commission Expires: 7-1-86 *Helene H. Reynolds*
Notary Public.~~

~~HELENE H. REYNOLDS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 7-1-86~~

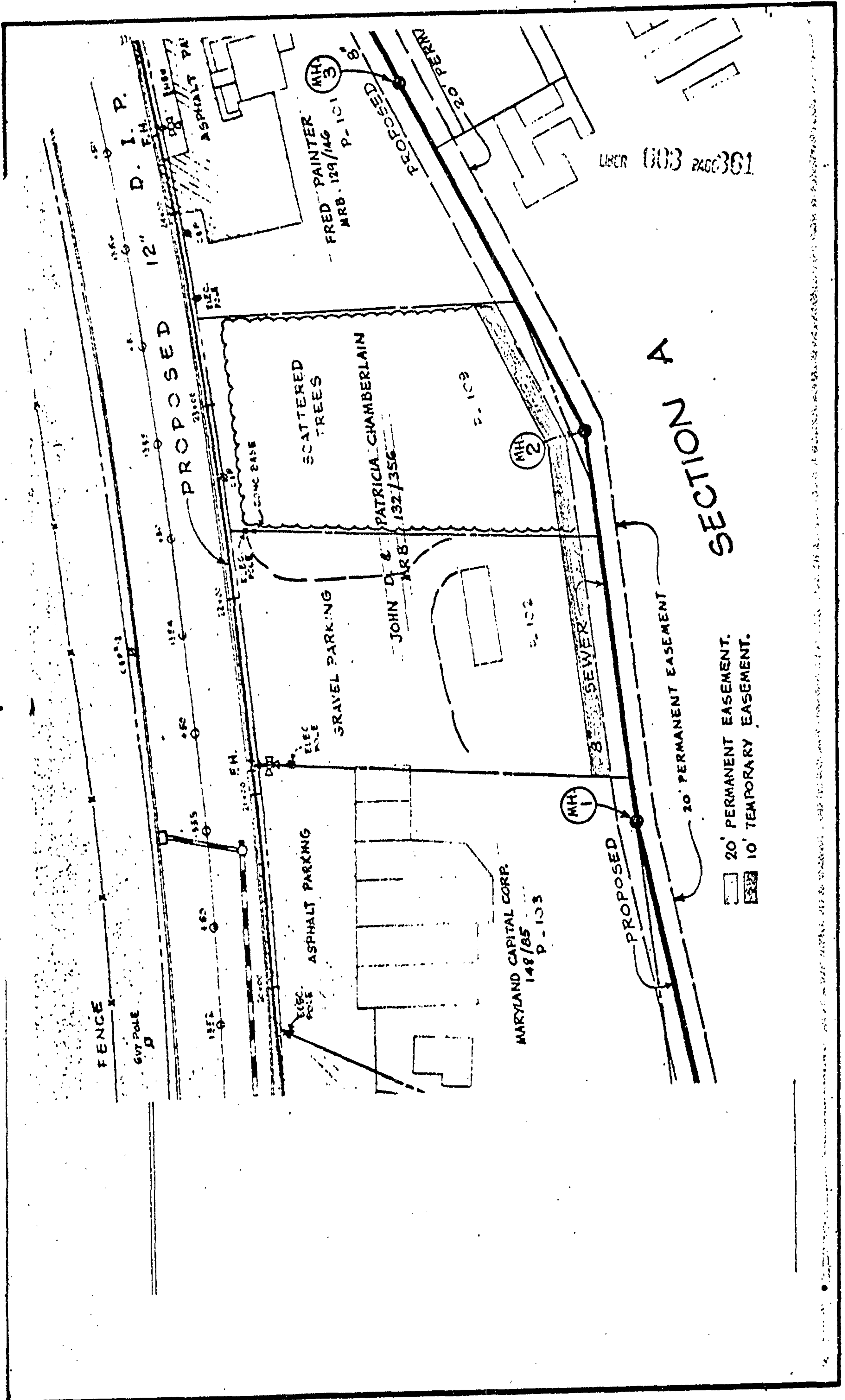
S.A.R.

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

I HEREBY CERTIFY, That on this 14th day of January, 1985, 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 foregoing instrument for the purposes therein contained by signing the name of said Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-86 *Susan A. Regel*
Notary Public



LIBR 003 PAGE 361

SECTION A

-  20' PERMANENT EASEMENT.
-  10' TEMPORARY EASEMENT.

FENCE

GUT POLE

D. I. P.

12"

PROPOSED

SCATTERED TREES

PATRICIA CHAMBERLAIN

JOHN D. & MRB 132/135C

GRAVEL PARKING

ELEC POLE

ASPHALT PARKING

MARYLAND CAPITAL CORP.
148/85
P-133

8" SEWER

PROPOSED

20' PERMANENT EASEMENT

FRED PAINTER
MRB 129/146
P-101 B

MH 3

MH 2

MH 1

PROPOSED

20' PERM

P-109

P-102

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Easement Description

BEGINNING FOR THE CENTERLINE of a twenty-foot (20') wide permanent easement at an existing sanitary manhole designated as 61-B on a plan prepared by J. R. McCrone Jr., Inc., entitled "Sewer Profile Plan From Main Line to Millison Enterprises, Eighth Election District, St. Mary's County, Maryland" dated March 27, 1974. Said existing manhole having Maryland Grid Coordinate of North 159,185.94 and East 954,859.52. Thence leaving said beginning point so fixed and passing through the lands of J. L. Millison, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRF 137 at Folio 220 for a portion of and the lands of Southern Maryland Oil Company, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 118 at Folio 435 for the remainder of, (1) North 11 degrees 11 minutes 25 seconds West 222.42 feet to a point passing over the division line between the said tracts at 157.16 feet along said course; thence still passing through the said Southern Maryland Oil Company tract for a portion of and passing through the lands of J. L. Millison, as recorded among the aforementioned Land Records in Liber MRB 006 at Folio 414 for the remainder of, (2) North 20 degrees 00 minutes 03 seconds West 221.11 feet, passing over a point in the division line of said tracts at 70.97 feet along said course; thence still through the lands of J. L. Millison, (3) North 38 degrees 40 minutes 11 seconds West 94.34 feet to a point in the division line of Musue Trust, as recorded in the aforementioned Land Records in Liber DBK 202 at Folio 251. Thence through the said Musue Trust, (4) North 32 degrees 34 minutes 57 seconds West 10.00 feet to the end of said centerline easement, as described and shown on a plat of survey by J. R. McCrone Jr., Inc., Registered Professional Engineers and Land Surveyors and dated October 16, 1980, and the ownerships updated by METCOMM, a body politic and corporate on September, 1984.

Easement Description

BEGINNING FOR THE CENTERLINE of a twenty-foot (20') wide permanent easement at an existing sanitary manhole designated as 61-D on a plan prepared by J. R. McCrone Jr., Inc., entitled "Sewer Profile Plan from Main Line to Millison Enterprises, Eighth Election District, St. Mary's County, Maryland dated March 27, 1974." Said existing manhole found to have Maryland Grid Coordinate of North 158,832.83 and East 955,117.91. Thence leaving the beginning point so fixed and passing through the lands of Patuxent Development Corporation, as recorded among the Land Records of St. Mary's County, Maryland in Liber CBG 24 at Folio 315, (1) South 52 degrees 36 minutes 19 seconds East 230.88 feet to a point in the Northeasterly outline of the said Patuxent Development Corporation tract. Said outline also being the Southwest outline of a tract or parcel of land standing in the name of Maryland Capital Corporation, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 148 at Folio 85 thence running on said division line for a portion of and the division line between Patuxent Development Corporation and a tract or parcel of land standing in the name of John Chamberlin as recorded among the aforementioned Land Records in Liber MRB 132 and at Folio 356 and through the lands of Patuxent Development Corporation for the remainder of, (2) South 47 degrees 17 minutes 41 seconds East 200.00 feet to a point, passing over iron pipes marking common corners between the said Maryland Capital Corporation and Chamberlin tracts at 23.13 feet, passing over also an iron pipe marking a centerline point in the said Chamberlin southwesterly outline at 178.77 feet along said course; thence passing through the lands of Patuxent Development Corporation for a portion of and running and binding on the division line between a tract or parcel of land standing in the name of C. Fred Painter, as recorded among the Land Records of St. Mary's County, Maryland in Liber MRB 129 at Folio 146 and the lands of the abovementioned Patuxent Development Corporation and Belvedere Motor Inn, as recorded among the Land Records of St. Mary's County, Maryland in Liber DBK 230 at Folio 119, (3) South 69 degrees 35 minutes 43 seconds East 410.00 feet to the end of said centerline easement passing over iron pipes marking common corners of the said Chamberlin and Painter, and the Patuxent Development Corporation and the Belvedere Motor Inn at 77.59 feet and 350.87 feet along said course, as shown on a plat of survey by J. R. McCrone Jr., Inc., Registered Professional Engineers and Land Surveyors, dated October 16, 1980, and the ownerships updated by METCOMM, a body politic and corporate on September, 1984.

Ret. Phil Dorsey 1/28/85 MARY R. BELL, CLERK.