

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 19th day of May, 1992, by and between LARRY D. BERG and JAMES A. MILLS, (hereinafter "Berg"), Grantors, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (hereinafter "Metcomm") and the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body politic and corporate (hereinafter the "County"),
 Grantees.

2:27PM05/20/928 AGRMNT \$0.00

WHEREAS, Berg is the owner in fee simple of certain property located on the east side of St. Andrew's Church Road in the Eighth Election District of St. Mary's County, Maryland. Being the same property conveyed to Berg from Nellie Elizabeth McLeod, widow, and Nellie Elizabeth McLeod, Personal Representative to the Estate of Harshel V. McLeod, by deed dated March 9, 1983 and recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. No. 142, Folio 183.

2:18PM05/21/928 MECOM \$0.00

WHEREAS, the County has designed and intends to construct a new watermain system along the east side of St. Andrew's Church Road.

WHEREAS, the County requires the use of a certain portion of the Berg property in order to provide a temporary easement for the construction of the watermain system as aforesaid.

WHEREAS, Metcomm intends to operate, maintain, repair, inspect and replace the new watermain system.

WHEREAS, Metcomm requires the use of a certain portion of the Berg property in order to provide a permanent easement for the operation, maintenance and repair of the watermain system as aforesaid.

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said LARRY D. BERG and JAMES A. MILLS, do hereby grant and convey unto the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, its successors and assigns, a temporary easement over, across, under and through that portion of the Berg property shown on a drawing attached hereto as Exhibit A. Said easement shall be used exclusively by the County for the purpose of constructing the aforesaid watermain system, together with all appurtenances and improvements necessary for its proper construction, including, but not limited to, the watermain, fire hydrants, valves, and valve boxes, as determined by the St. Mary's County Department of Public Works.

IN FURTHERANCE THEREOF, the said LARRY D. BERG and JAMES A. MILLS do hereby grant and convey unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, a perpetual easement over, across, under and through that portion of the Berg property shown on a drawing attached hereto as Exhibit A. Said easement shall be used exclusively by Metcomm to operate, maintain, repair, inspect and replace the new watermain system as determined by the St. Mary's County Metropolitan Commission.

AND IN FURTHERANCE THEREOF, the parties hereto agree to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the exclusive property of Metcomm.
2. St. Mary's Metropolitan Commission shall be responsible for the construction of connection of the existing dwelling to the watermain at no cost to the Grantor.
3. Upon completion of any construction, maintenance, repair or replacement, the Grantee shall restore the area to a condition not inferior to that existing prior to the commencement of such work. Grantor shall place a 10-inch thick No. 57 aggregate layer on top of compacted backfill, and then place a 4-inch thick layer of asphalt at all places except at the entrance where a 6-inch layer shall be placed.

- 4. The Grantors hereby agree not to erect any structure or otherwise use the aforesaid easement area for any purposes which will obstruct or hinder the rights, privileges and easements herein granted.
- 5. The Grantee shall save and hold harmless the Grantors from any and all liability caused by the said Grantee, or its agents, in the exercise of the rights herein granted.
- 6. The Grantors shall, upon completion of the waterline, be subject to benefit assessment charges as may be affixed by Metcomm.

TO HAVE AND TO HOLD the rights and easement described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, its successors and assigns, forever, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever.

And the said LARRY D. BERG and JAMES A. MILLS do hereby covenant that they will warrant specially the easements hereby granted and conveyed, and that they will execute such other and further assurances of said conveyance as may be requisite.

WITNESS the hands and seals of the parties hereto as of the date first written above.

WITNESS:

Jay F. McGeath

Jay F. McGeath

ATTEST:

Edward V. Cox
EDWARD V. COX
County Administrator

Larry D. Berg (SEAL)
LARRY D. BERG.

James A. Mills (SEAL)
JAMES A. MILLS

BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY, MARYLAND

By: Carl M. Loeffler, Jr. (SEAL)
CARL M. LOEFFLER, JR., President

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Betty Hinks

By:

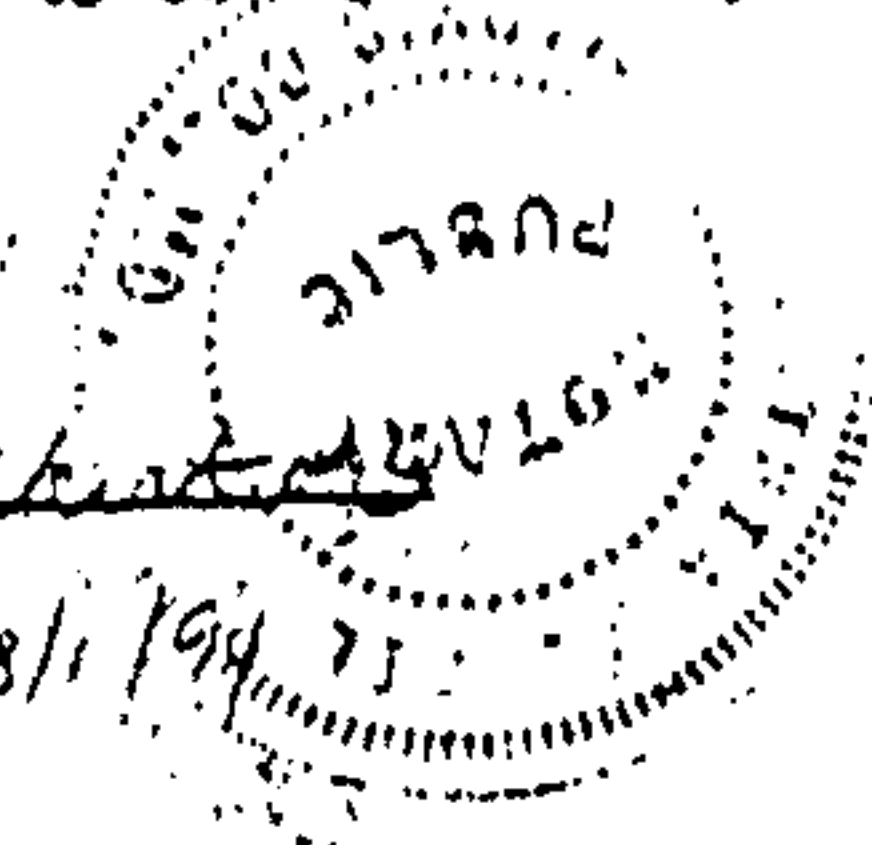
Larry K. Petty (SEAL)
LARRY K. PETTY, Director

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

I HEREBY CERTIFY that on this 27 day of March, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY D. BERG and he acknowledged the foregoing Easement Agreement to be his voluntary act.

WITNESS my hand and notarial seal.

Cynthia A. Pukert
NOTARY PUBLIC
My Commission Expires: 8/1/94

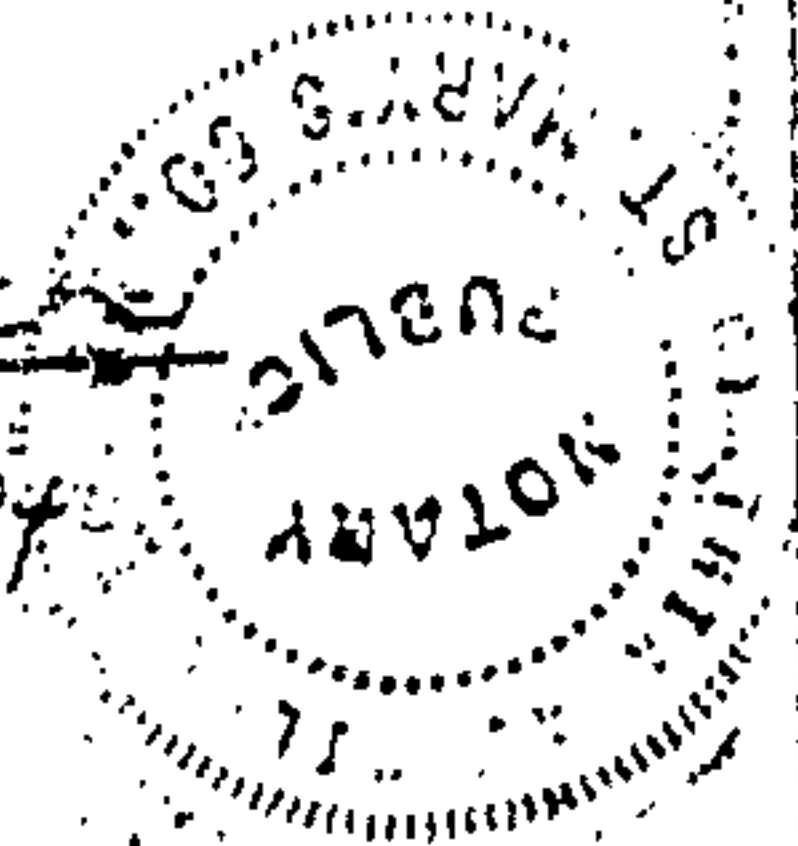


STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 27 day of March, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared JAMES A. MILLS and he acknowledged the foregoing Easement Agreement to be his voluntary act.

WITNESS my hand and notarial seal.

Cynthia A. Pukert
NOTARY PUBLIC
My Commission Expires: 8/1/94

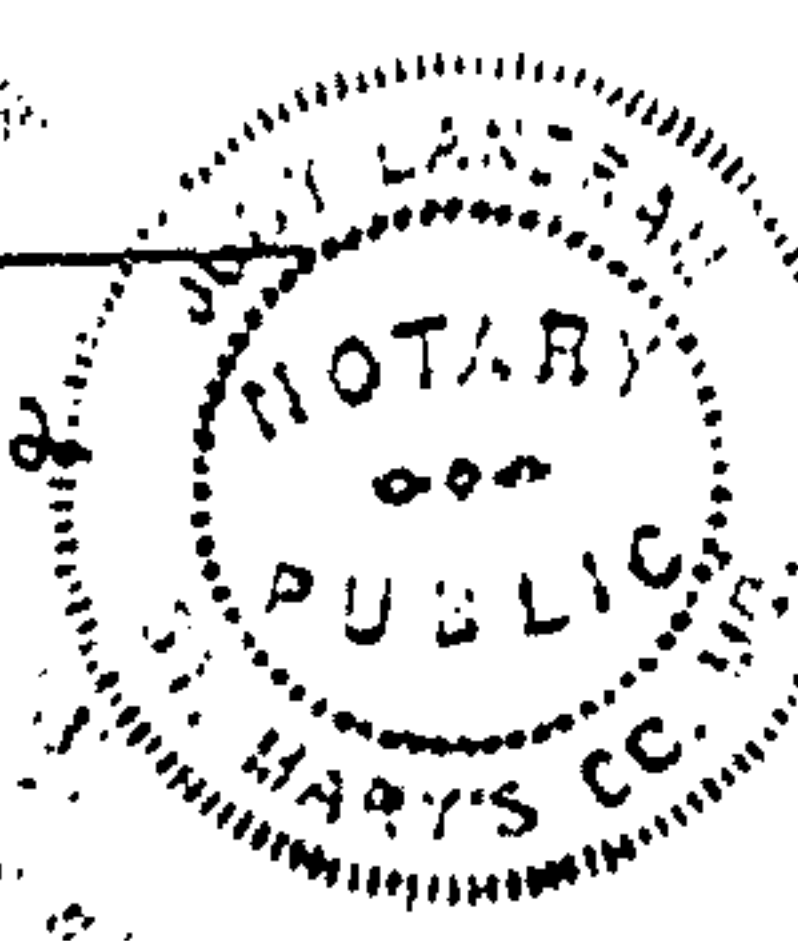


STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 19th day of MAY, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CARL M. LOFFLER, JR., President of the Board of County Commissioners of St. Mary's County, Maryland, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said Board of County Commissioners of St. Mary's County, Maryland.

WITNESS my hand and notarial seal.

Judy Jandra
NOTARY PUBLIC
My commission expires: 6/1/92

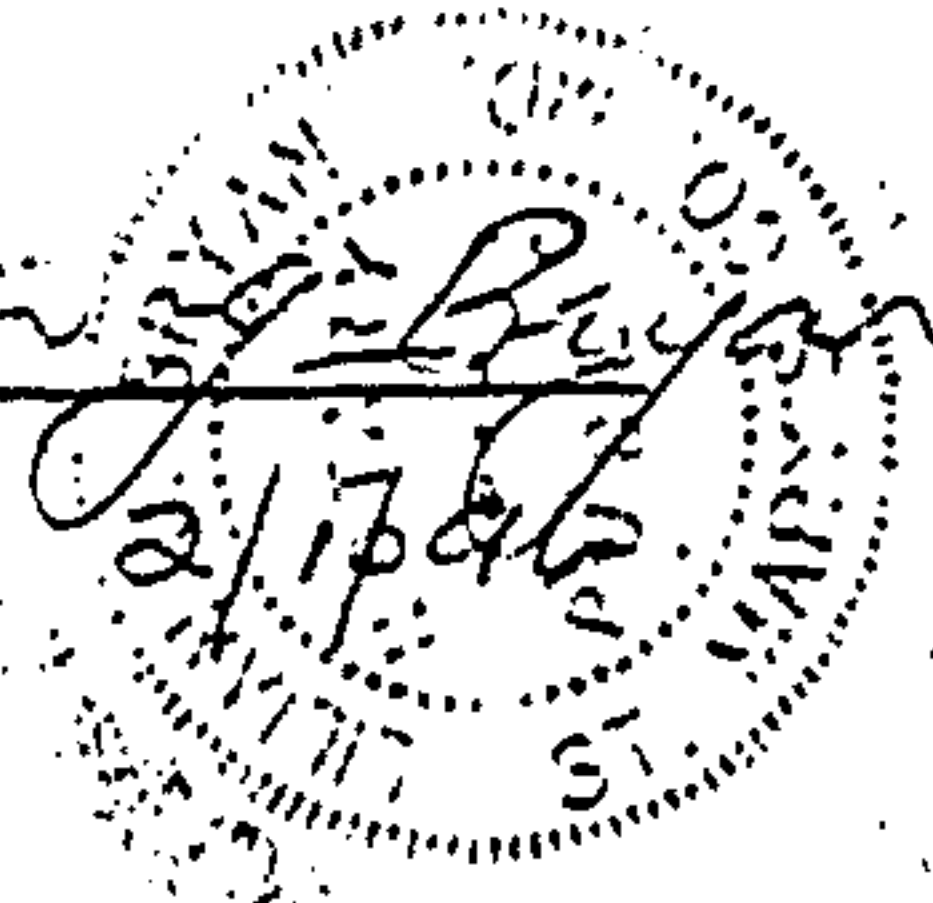


STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 22nd day of April, 1992 before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said St. Mary's County Metropolitan Commission.

WITNESS my hand and notarial seal.

Lillian G. Bryan
NOTARY PUBLIC
My commission expires: 2/17/94



APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

WILDEWOOD LIBER 680 PAGE 86

LIBER 006 PAGE 06

Aa

KeD2

E-K-E

SILT FENCE (TYPICAL)

25' LF TYPICAL JACK & BORE FOR 8" C-900 PVC WATERLINE

ST. ANDREWS CHURCH ROAD (MARYLAND ROUTE 4)

N. 51° 57' 10" E.

FIRE HYDRANT SEE NOTE 3

EXISTING WAYS

CURB STOP SEE NOTE 3

20' WIDE UTILITY EASEMENT REQUIRED

15" G.V. W/ ROADWAY VALVE BOX

END OF CURB & GUTTER

B-E-E

ENTRANCE

N/F LARRY D. BERG & JAMES A. MILLER MRB 142/183 TAX MAP 34, P. 233

IN DOROTHY SAKKISSIAN 5/96 P. 610

12" C-900 PVC WATERLINE DESIGNED BY OTHERS

LIMIT OF WORK

DPW DRIVEWAY

PLAN VIEW

SCALE: 1" = 50'

PROFILE VIEW

SCALE: HORIZONTALLY 1" = 50' VERTICALLY 1" = 5'

D. J. R. Dineford • MAY 27 1992

EVELYN W. ARNOLD, CLERK

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 19th day of May, 1992, by and between SARKIS SARKISSIAN and KATHLEEN DOROTHY SARKISSIAN, his wife, (hereinafter "Sarkissian"), Grantors, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (hereinafter "Metcomm") and the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body politic and corporate (hereinafter the "County"), Grantees.

2:27PM05/20/92B AGRMNT \$0.00

WHEREAS, Sarkissian is the owner in fee simple of certain property located on the east side of St. Andrew's Church Road in the Eighth Election District of St. Mary's County, Maryland. Being the same property conveyed to Sarkissian from Sarkis Sarkissian by deed dated September 14, 1987 and recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. No. 374, Folio 347.

2:19PM05/21/92B METCOM \$0.00

WHEREAS, the County has designed and intends to construct a new watermain system along the east side of St. Andrew's Church Road.

WHEREAS, the County requires the use of a certain portion of the Sarkissian property in order to provide a temporary easement for the construction of the watermain system as aforesaid.

WHEREAS, Metcomm intends to operate, maintain, repair, inspect and replace the new watermain system.

WHEREAS, Metcomm requires the use of a certain portion of the Sarkissian property in order to provide a permanent easement for the operation, maintenance and repair of the watermain system as aforesaid.

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the said SARKIS SARKISSIAN and KATHLEEN DOROTHY SARKISSIAN, do hereby grant and convey unto the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, its successors and assigns, a temporary easement over, across, under and through that portion of the Sarkissian property shown on a drawing attached hereto as Exhibit A. Said easement shall be used exclusively by the County for the purpose of constructing the aforesaid watermain system, together with all appurtenances and improvements necessary for its proper construction, including, but not limited to, the watermain, fire hydrants, valves, and valve boxes, as determined by the St. Mary's County Department of Public Works.

IN FURTHERANCE THEREOF, the said SARKIS SARKISSIAN and KATHLEEN DOROTHY SARKISSIAN do hereby grant and convey unto ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, a perpetual easement over, across, under and through that portion of the Sarkissian property shown on a drawing attached hereto as Exhibit A. Said easement shall be used exclusively by Metcomm to operate, maintain, repair, inspect and replace the new watermain system as determined by the St. Mary's County Metropolitan Commission.

AND IN FURTHERANCE THEREOF, the parties hereto agree to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the exclusive property of Metcomm.
2. The Grantors shall be responsible for the construction and maintenance of any connection of their dwelling to the watermain, if so desired and at their expense, in accordance with all applicable specifications, regulations and permits, subject to the approval of Metcomm.
3. Upon completion of any construction, maintenance, repair or replacement, the Grantee shall restore the area to a condition not inferior to that existing prior to the commencement of such work.

- 4. The Grantors hereby agree not to erect any structure or otherwise use the aforesaid easement area for any purposes which will obstruct or hinder the rights, privileges and easements herein granted.
- 5. The Grantee shall save and hold harmless the Grantors from any and all liability caused by the said Grantee, or its agents, in the exercise of the rights herein granted.
- 6. The Grantors shall, upon completion of the waterline, be subject to benefit assessment charges as may be affixed by Metcomm.

TO HAVE AND TO HOLD the rights and easement described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, its successors and assigns, forever, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever.

And the said SARKIS SARKISSIAN and KATHLEEN DOROTHY SARKISSIAN do hereby covenant that they will warrant specially the easements hereby granted and conveyed, and that they will execute such other and further assurances of said conveyance as may be requisite.

WITNESS the hands and seals of the parties hereto as of the date first written above.

WITNESS:

Ernest D. [Signature]

Ernest D. [Signature]

[Signature] (SEAL)
SARKIS SARKISSIAN

[Signature] (SEAL)
KATHLEEN DOROTHY SARKISSIAN

ATTEST:

Edward V. Cox
EDWARD V. COX 5/19/92
County Administrator

BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY, MARYLAND

By: [Signature] (SEAL)
CARL M. LOFFLER, JR., President

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Petty-Hicks

By:

Larry K. Petty (SEAL)
LARRY K. PETTY, Director

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

I HEREBY CERTIFY that on this 3rd day of April, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared SARKIS SARKISSIAN and he acknowledged the foregoing Easement Agreement to be his voluntary act.

WITNESS my hand and notarial seal.

Melanie Amy Johnson
NOTARY PUBLIC
My Commission Expires: 9/1/93

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

I HEREBY CERTIFY that on this 3rd day of April, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared KATHLEEN DOROTHY SARKISSIAN and she acknowledged the foregoing Easement Agreement to be her voluntary act.

WITNESS my hand and notarial seal.

Melanie Amy Johnson
NOTARY PUBLIC
My Commission Expires: 9/1/93

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

I HEREBY CERTIFY that on this 17th day of MAY, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CARL M. LOFFLER, JR., President of the Board of County Commissioners of St. Mary's County, Maryland, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said Board of County Commissioners of St. Mary's County, Maryland.

WITNESS my hand and notarial seal.

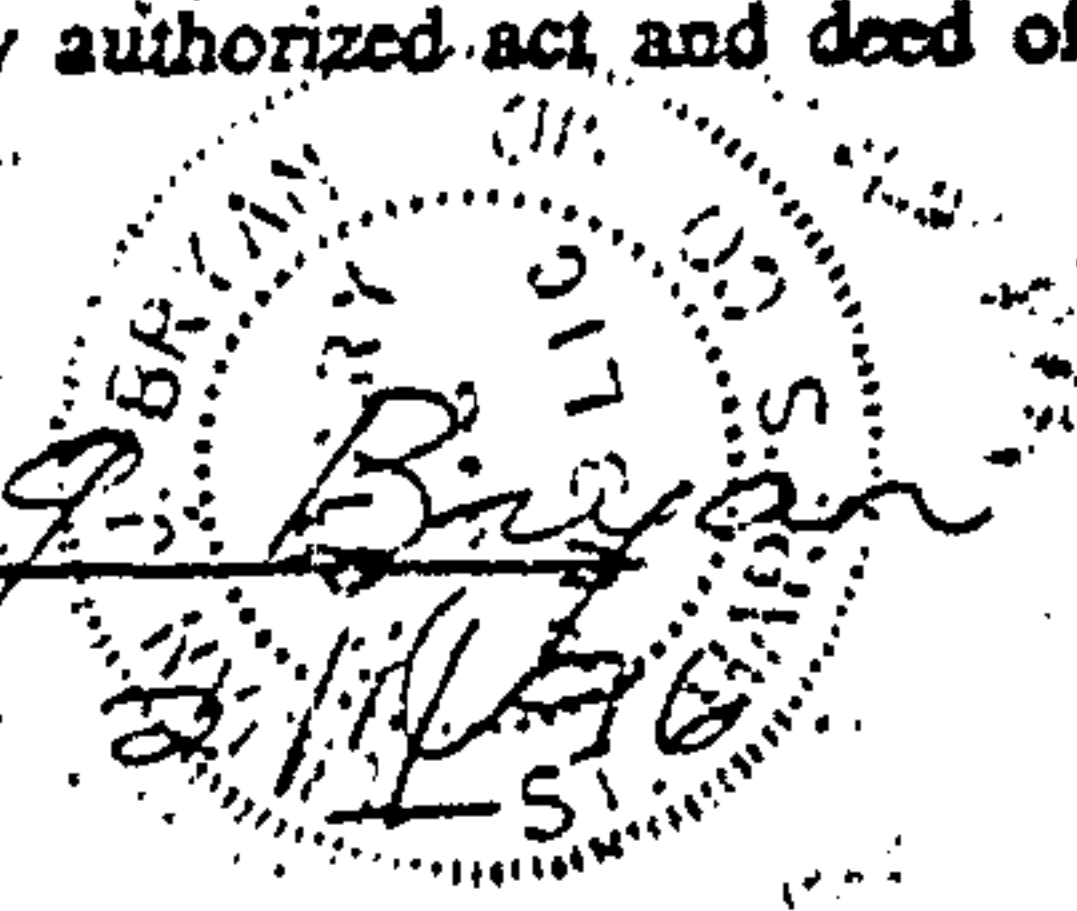
Edward V. Coy
NOTARY PUBLIC
My commission expires:

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

I HEREBY CERTIFY that on this 2nd day of April, 1992 before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said St. Mary's County Metropolitan Commission.

WITNESS my hand and notarial seal.

L. Edward J. Bryan
NOTARY PUBLIC
My commission expires: 3/11/96



APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

UTILITY EASEMENT AGREEMENT FOR UNDERGROUND WATERMAIN

THIS UTILITY EASEMENT AGREEMENT FOR UNDERGROUND WATERMAIN, made this 19th day of May, 1992, by and between CASIMIR SZLENDAK, his successors or assigns, hereinafter called "Szlendak", Grantor, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, and the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body politic and corporate, hereinafter collectively called Grantees. 2:27PM05/20/92B AGRMNT \$0.00

WHEREAS, Grantor is the owner in fee simple of certain property located on the east side of St. Andrew's Church Road in the Eighth Election District of St. Mary's County, Maryland. Being the same property conveyed to Grantor from Lottie V. Tudge by deed dated August 3, 1978 and recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. No. 019, Folio 96. 2:18PM05/21/92B MECOM \$0.00

WHEREAS, the Grantees have designed and intend to construct at its sole cost and expense a new underground watermain system along the east side of St. Andrew's Church Road which is of a size and capacity which will accommodate the future development of Grantor's property.

WHEREAS, the Grantees require the use of a certain portion of Grantor's property in order to provide a temporary easement for the construction of the underground watermain system as aforesaid which shall not exceed twelve (12) months beginning on the date of this agreement.

WHEREAS, the Grantees intend to operate, maintain, repair, inspect and replace the new underground watermain system.

WHEREAS, the Grantees require the use of a certain portion of the Grantor's property in order to provide a permanent underground watermain utility easement as described in Exhibit A for the operation, maintenance and repair of the underground watermain system as aforesaid.

NOW, THEREFORE, in consideration of the temporary easement for construction and the underground watermain utility easement and the mutual covenants made herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto Grantees, its successors and assigns, a temporary construction easement over, across, under and through that portion of the Grantor's property shown on a drawing attached hereto as Exhibit B. Said easement shall be used exclusively by the Grantees for the sole purpose of constructing the aforesaid underground watermain system, together with all appurtenances and improvements necessary for its proper construction, including, but not limited to, the watermain, fire hydrants, valves, and valve boxes, as determined by the St. Mary's County Department of Public Works. It shall be understood and agreed that the underground watermain construction plans and specifications have been designed with the knowledge and acceptance that the Grantor will eventually construct an entry to the Grantor's property similar to the "Conceptual Entrance Plan" attached hereto as Exhibit C. Grantees shall include, at no cost to Grantor, in the construction plans and specifications, as material consideration for Grantor's agreement to the temporary easement for construction and the underground watermain utility easement granted herein, a 12" x 12" tee connect with 12" valve connections to the watermain which will exclusively serve Grantor's future development (Tee connect shown in Exhibit C).

IN FURTHERANCE THEREOF, the Grantor does hereby grant and convey unto Grantees, its successors and assigns, a perpetual easement over, across, under and through that portion of the Grantor's property shown on a drawing attached hereto as Exhibit A. Said easement shall be used by the Grantees for the sole purpose of operating, maintaining, repairing, inspecting and replacing the new underground watermain system as determined by the St. Mary's County Metropolitan Commission, (hereinafter "Metcomm").

AND IN FURTHERANCE THEREOF, the parties hereto agree to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the exclusive property of Grantees.
2. The Grantor shall be responsible for the construction and maintenance of any connection of its property to the watermain, if so desired and at its expense, with the exception of the tee connection set forth herein, in accordance with all applicable specifications, regulations and permits, subject to the approval of Metcomm.
3. Upon Grantees' substantial completion of all or part of any construction, maintenance, repair or replacement, the Grantees shall restore the area to a condition substantially similar to that existing prior to the commencement of such work.
4. The Grantor and Grantees hereby agree not to erect any structure, fence, signs or otherwise use the aforesaid perpetual easement area (Exhibit A) for any purposes which will obstruct or hinder the rights, privileges and covenants of each party herein, other than as set forth herein below.
5. The Grantees shall save and hold harmless and indemnify and defend at Grantees' sole cost and expense the Grantor from any and all liability caused by the said Grantees, or its agents, in the exercise of the rights herein granted.
6. The Grantor shall not, upon completion of the watermain, be subject to any benefit assessment charges or any other similar charge for the capital recovery of the construction cost of the watermain construction as may be affixed by Metcomm or any other governmental agency. However, in the event the Metropolitan Commission performs other capital work to improve the water treatment facilities, then the Grantor may be subject to a future benefit assessment charge as may be assessed by the Metropolitan Commission provided (a) any such potential future assessment charges is established in accordance with the governmental law and (b) all residents in St. Mary's County benefitting from any such capital work are charged a similar assessment as Grantor. Grantees warrant to Grantor no additional capital work is proposed or planned at this time which may affect the Grantor's property.
7. Grantees shall be solely responsible for all the cost and expense of installing, maintaining, repairing or replacing the underground watermain system.
8. Grantor and Grantees hereby agree that they shall not be construed to be in partnership.
9. Grantor and Grantees hereby agree, for themselves and their respective successors, heirs, personal representatives or assigns, that the granting of the easements does not convey any interest in or to any mineral rights or any other rights or privileges other than to construct and maintain an underground watermain system.

- 10. Grantees shall comply with all governmental rules, ordinances and law with any and all use of Grantor's property granted herein.
- 11. Grantees shall prevent the disposition or placement of hazardous waste on the easements or surrounding property during the initial construction and any subsequent maintenance, repair or construction of the watermain system, and shall clean up and properly dispose of any such hazardous wastes that may inadvertently be discarded on said easements as a result of, or that may be attributable to, construction or maintenance of said watermain system by Grantees.

TO HAVE AND TO HOLD the rights and easements described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantees, its successors and assigns, forever, however, Grantor reserves the right to cross, pave over, or landscape within said easements.

And the said Grantor does hereby covenant that he will warrant specially the easements hereby granted and conveyed, and that he will execute such other and further assurances of said conveyance as may be reasonably required to effectuate the easement granted herein.

The Grantor's acceptance of this Utility Easement Agreement for Underground Watermain shall expire and be of no further effect unless the Grantees shall approve and execute said Agreement no later than June 1, 1992, at 5:00 p.m. EST.

WITNESS the hands and seals of the parties hereto as of the date first written above.

WITNESS:

Linda Nickerson

GRANTOR:

Castimir Szlendak (SEAL)
CASTIMIR SZLENDAK

GRANTEES:

ATTEST:

Edward V. Cox
EDWARD V. COX
County Administrator

BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY, MARYLAND
By: Carl M. Loeffler, Jr. (SEAL)
CARL M. LOEFFLER, JR., President

ATTEST:

Linda Nickerson

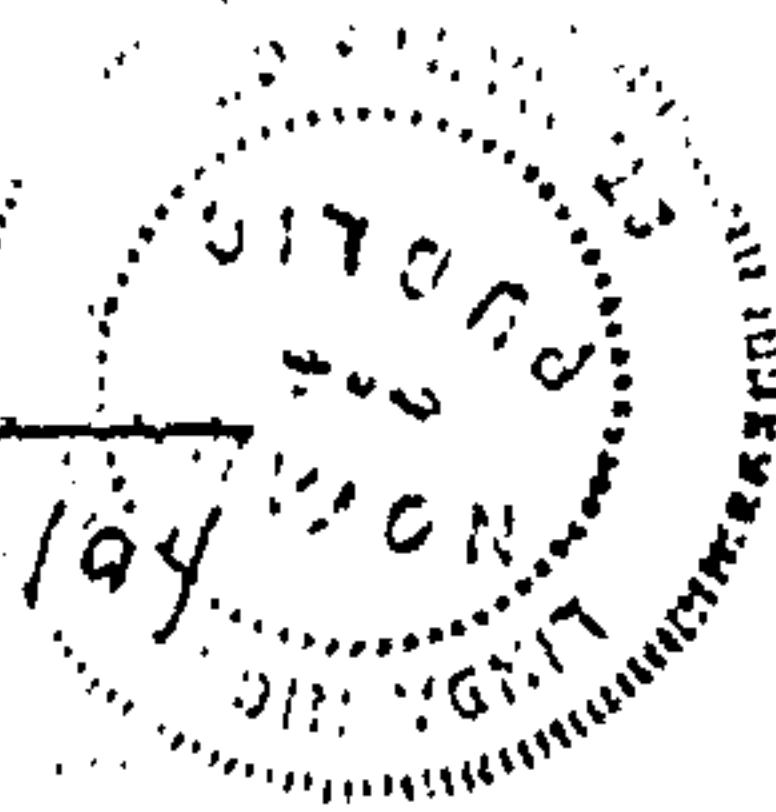
ST. MARY'S COUNTY METROPOLITAN
COMMISSION
By: Larry K. Petty (SEAL)
LARRY K. PETTY, Director

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

I HEREBY CERTIFY that on this 14th day of May, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CASIMIR SZLENDAK and he acknowledged the foregoing Utility Easement Agreement for Underground Watermain to be his voluntary act.

WITNESS my hand and notarial seal.

Linda Dickerson
NOTARY PUBLIC
My Commission Expires: 6/1/94

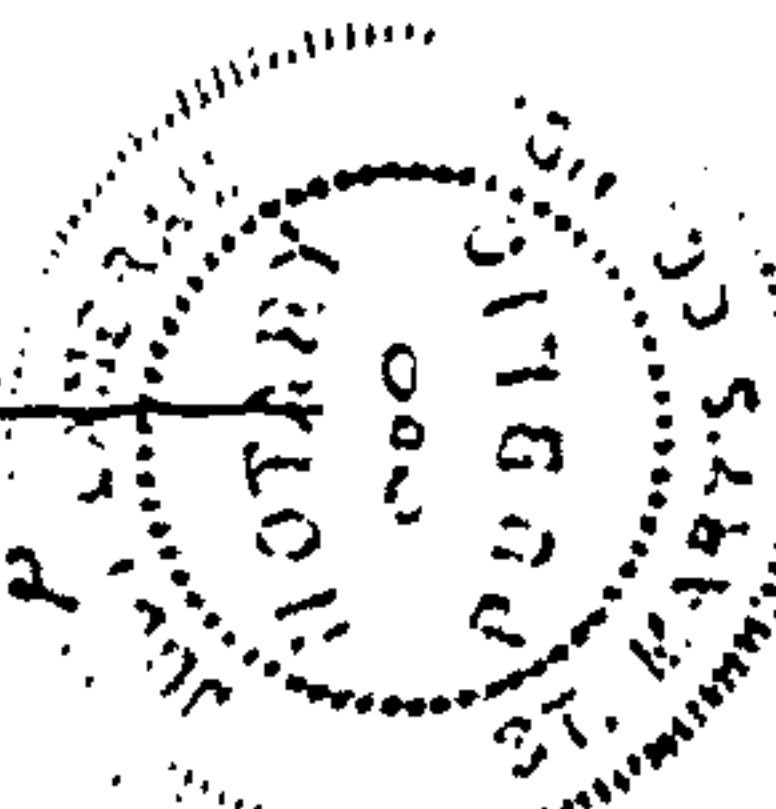


STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 19th day of May, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CARL M. LOFFLER, JR., President of the Board of County Commissioners of St. Mary's County, Maryland, and he acknowledged the foregoing Utility Easement Agreement for Underground Watermain to be the duly authorized act and deed of the said Board of County Commissioners of St. Mary's County, Maryland.

WITNESS my hand and notarial seal.

Judy Sandron
NOTARY PUBLIC
My commission expires: 6/1/92

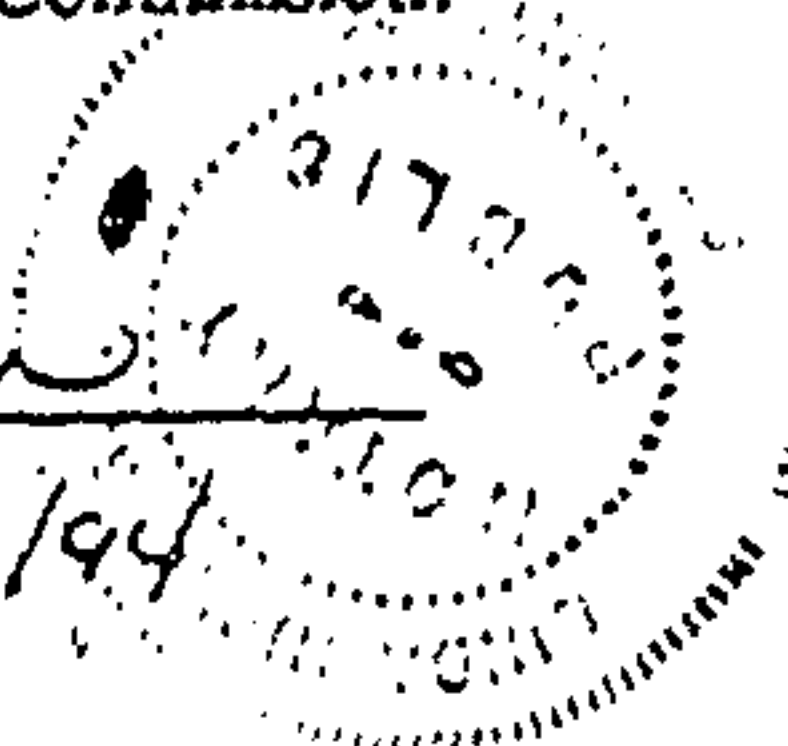


STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Utility Easement Agreement for Underground Watermain to be the duly authorized act and deed of the said St. Mary's County Metropolitan Commission.

WITNESS my hand and notarial seal.

Linda Dickerson
NOTARY PUBLIC
My commission expires: 6/1/94



APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

USER 006 PAGE 17

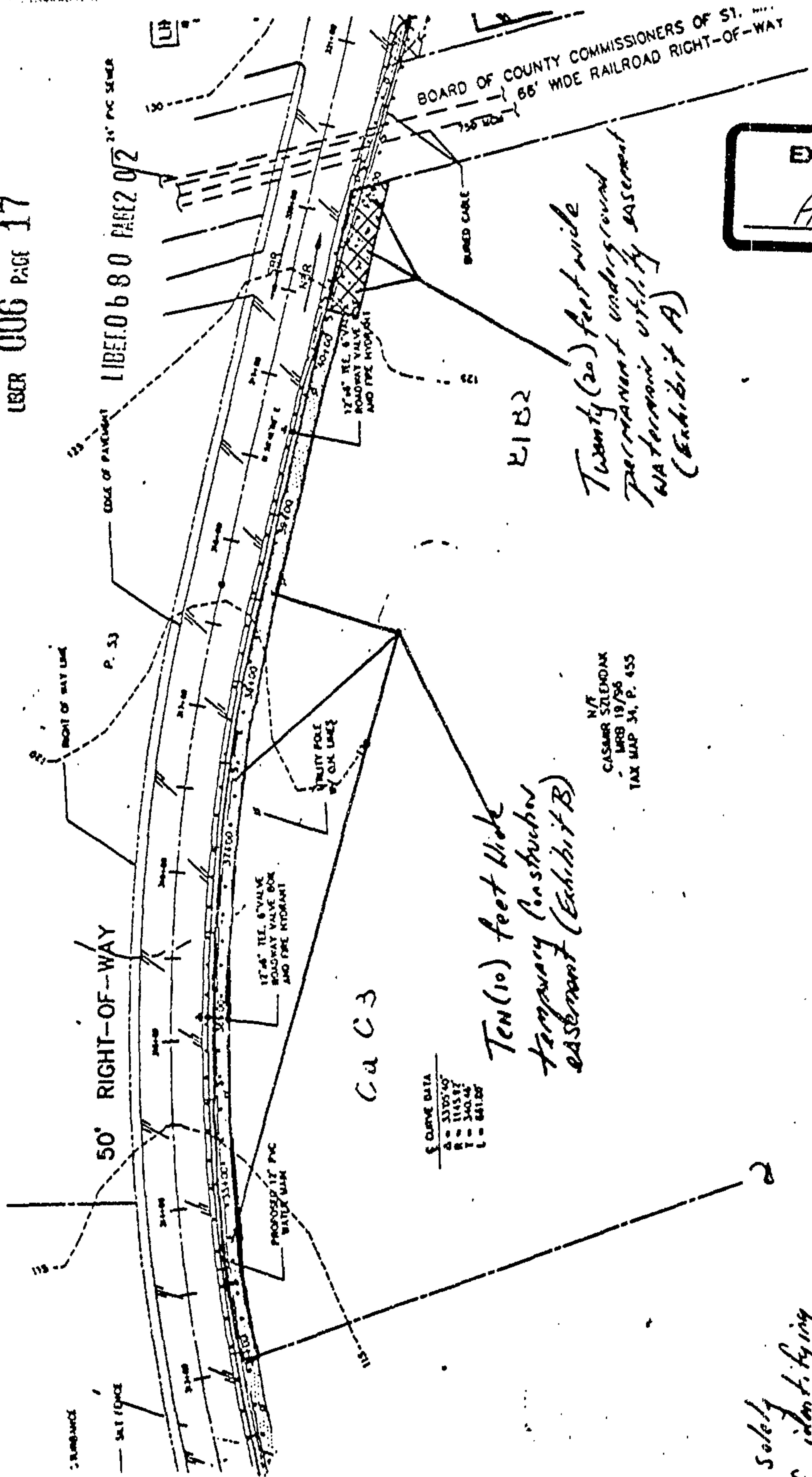


EXHIBIT
A

Ten(10) feet wide
Temporary Construction
EASEMENT (Exhibit B)

Twenty(20) feet wide
Permanent underground
Watermain utility easement
(Exhibit A)

PLAN VIEW
SCALE: 1" = 30'

This Exhibit is solely for the purpose of identifying the underground watermain, utility easement and the temporary construction easement.

Exhibits A+B
Page 1 of 2

CLUMP DATA
A = 111000
B = 111000
C = 111000
D = 111000

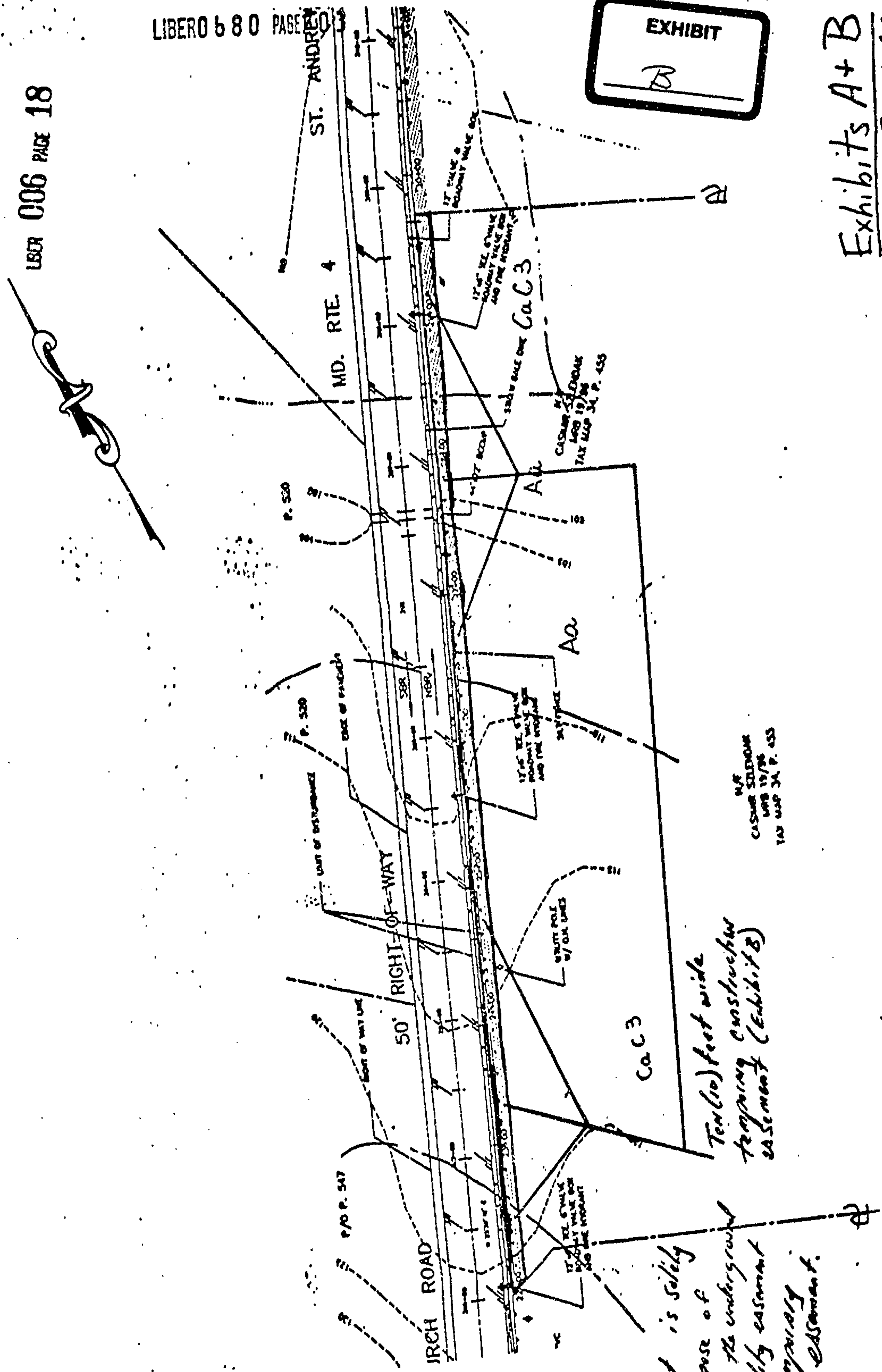
NR
CASAR ST/ENDAK
MRB 12/26/85
TAX MAP 34, P. 455

Ca C3

R1B2

EXHIBIT
B

Exhibits A+B
Rec 2 of 2



This Exhibit is solely for the purpose of identifying the underground waterman utility easement and the temporary construction easement.

Ten (10) foot wide temporary construction easement (Exhibit B)

MAP
CASUALTY SETTLEMENT
MAY 1978
TAX MAP 34, P. 455

CASUALTY SETTLEMENT
MAY 1978
TAX MAP 34, P. 455

**TEMPORARY UTILITY EASEMENT AGREEMENT FOR
THE CONSTRUCTION OF AN UNDERGROUND WATERMAIN**

THIS TEMPORARY UTILITY EASEMENT AGREEMENT FOR THE
CONSTRUCTION OF AN UNDERGROUND WATERMAIN, made this 19th day
of May, 1992, by and between CANOENECK, INC., its successors or assigns,
hereinafter called "Canoeneck", Grantor, and ST. MARY'S COUNTY
METROPOLITAN COMMISSION, a body politic and corporate, and the BOARD OF
COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body
politic and corporate, hereinafter collectively called Grantees.

2:27PM05/20/928 AGRMNT \$0.00

2:18PM05/21/928 REC'DM \$0.00

WHEREAS, Grantor is the owner in fee simple of certain property located on
the east side of St. Andrew's Church Road in the Eighth Election District of St.
Mary's County, Maryland. Being the same property conveyed to Grantor from Marvin
LeRoy Hayes and Mary Leora Hayes by deed dated March 6, 1992 and recorded
among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 660,
Folio 088.

WHEREAS, the Grantees have designed and intend to construct at its sole cost
and expense a new underground watermain system along the east side of St. Andrew's
Church Road which is of a size and capacity which will accommodate the future
development of Grantor's property.

WHEREAS, the Grantees require the use of a certain portion of Grantor's
property in order to provide a temporary easement for the construction of the
underground watermain system as aforesaid which shall not exceed twelve (12) months
beginning on the date of this agreement.

NOW, THEREFORE, in consideration of the temporary easement for construction and the mutual covenants made herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto Grantees, its successors and assigns, a temporary construction easement over, across, and through that portion of the Grantor's property shown on a drawing attached hereto as Exhibit A. Said temporary easement shall be used exclusively by the Grantees for the sole purpose of constructing the aforesaid underground watermain system, together with all appurtenances and improvements necessary for its proper construction, including, but not limited to, the watermain, fire hydrants, valves, and valve boxes, as determined by the St. Mary's County Department of Public Works.

IN FURTHERANCE THEREOF, the parties hereto agree to the following conditions:

1. All equipment, facilities and appurtenances temporarily placed on Grantor's property shall be and remain the exclusive property of Grantees.
2. The Grantor shall be responsible for the construction and maintenance of any connection of its property to the watermain, if so desired and at its expense, in accordance with all applicable specifications, regulations and permits, subject to the approval of the St. Mary's County Metropolitan Commission.
3. Upon Grantees' substantial completion of all or part of any construction, the Grantees shall restore the area to a condition substantially similar to that existing prior to the commencement of such work.
4. The Grantees hereby agree not to erect any structure, fence, signs or otherwise use the aforesaid temporary easement area for any purposes which will obstruct or hinder the rights, privileges and covenants of each party herein.

5. The Grantees shall save and hold harmless and indemnify and defend at Grantees' sole cost and expense the Grantor from any and all liability caused by the said Grantees, or its agents, in the exercise of the rights herein granted.
6. The Grantor shall not, upon completion of the watermain, be subject to any benefit assessment charges or any other similar charge for the capital recovery of the construction cost of the watermain construction as may be affixed by Metcomm or any other governmental agency. However, in the event the Metropolitan Commission performs other capital work to improve the water treatment facilities, then the Grantor may be subject to a future benefit assessment charge as may be assessed by the Metropolitan Commission provided (a) any such potential future assessment charges is established in accordance with the governmental law and (b) all residents in St. Mary's County benefitting from any such capital work are charged a similar assessment as Grantor. Grantees warrant to Grantor no additional capital work is proposed or planned at this time which may affect the Grantor's property.
7. Grantees shall be solely responsible for all the cost and expense of installing, maintaining, repairing or replacing the underground watermain system.
8. Grantor and Grantees hereby agree that they shall not be construed to be in partnership.
9. Grantor and Grantees hereby agree, for themselves and their respective successors, heirs, personal representatives or assigns, that the granting of the temporary easement does not convey any interest in or to any mineral rights or any other rights or privileges other than a temporary easement to construct an underground watermain system.
10. Grantees shall comply with all governmental rules, ordinances and law with any and all use of Grantor's property granted herein.
11. Grantees shall prevent the disposition or placement of hazardous waste on the easement or surrounding property during the initial construction and any subsequent maintenance, repair or construction of the watermain system, and shall clean up and properly dispose of any such hazardous wastes that may inadvertently be discarded on said easement as a result of, or that may be attributable to, construction or maintenance of said watermain system by Grantees.

TO HAVE AND TO HOLD the rights and temporary easement described above,
and hereby intended to be conveyed for a maximum period of time of twelve (12)

month beginning on the date of this agreement and Grantor reserves all other rights and privileges for the property including but not limited to, the right to cross, pave over, or landscape within said temporary easement.

And the said Grantor does hereby covenant that it will warrant specially the easement hereby granted and conveyed, and that it will execute such other and further assurances of said conveyance as may be reasonably required to effectuate the temporary easement granted herein.

The Grantor's acceptance of this Utility Easement Agreement for Underground Watermain shall expire and be of no further effect unless the Grantees shall approve and execute said Agreement no later than June 1, 1992, at 5:00 p.m. EST.

WITNESS the hands and seals of the parties hereto as of the date first written above.

WITNESS:

Linda Nickerson

By:

GRANTOR:

CANOENECK, INC.

[Signature] (SEAL)
CASIMIR SZLENDAK, President

GRANTEES:

ATTEST:

Edward V. Cox By: *5/19/92*
EDWARD V. COX
County Administrator

BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY, MARYLAND

[Signature] (SEAL)
CARL M. LOFFLER, JR., President

ATTEST:

Linda Nickerson By:

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

[Signature] (SEAL)
LARRY K. PETTY, Director

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

I HEREBY CERTIFY that on this 14th day of May, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared Casimir Sziendak, President of Canoeck, Inc., and he acknowledged the foregoing Temporary Utility Easement Agreement for the Construction of an Underground Watermain to be the duly authorized act and deed of the said Canoeck, Inc.

WITNESS my hand and notarial seal.

Linda Nickerson
NOTARY PUBLIC
My Commission Expires: 6/1/94

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

I HEREBY CERTIFY that on this 19th day of MAY, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CARL M. LOFFLER, JR., President of the Board of County Commissioners of St. Mary's County, Maryland, and he acknowledged the foregoing Temporary Utility Easement Agreement for the Construction of an Underground Watermain to be the duly authorized act and deed of the said Board of County Commissioners of St. Mary's County, Maryland.

WITNESS my hand and notarial seal.

Edward V. [unclear]
NOTARY PUBLIC
My commission expires:

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

I HEREBY CERTIFY that on this 18th day of May, 1992 before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Temporary Utility Easement Agreement for the Construction of an Underground Watermain to be the duly authorized act and deed of the said St. Mary's County Metropolitan Commission.

WITNESS my hand and notarial seal.

Linda Nickerson
NOTARY PUBLIC
My commission expires: 6/1/94

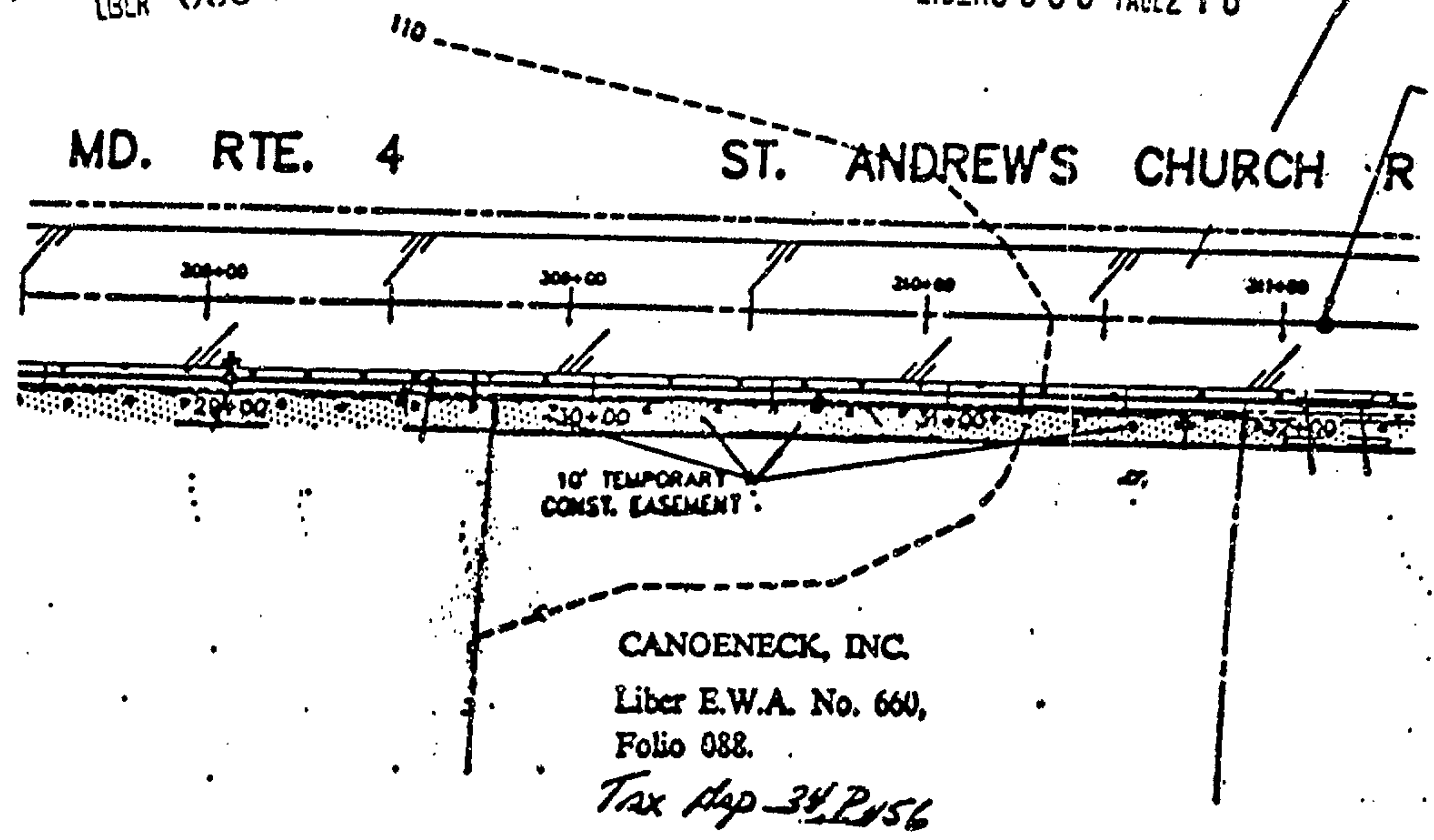
APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

Exhibit A

LIBER 006 PAGE 25

LIBER 0680 PAGE 10



This Exhibit is solely for the purpose of identifying the temporary construction easement.

7
3

PUBLIC WORKS AGREEMENT

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

11:05AM08/28/92E PW AGR \$0.00

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

11:05AM08/28/92E REC'D \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hayden's Run 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; 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 the following fees:

Review Fees: \$ 2925.00 based upon \$ 45.00 per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 1850.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 5850.00 based upon \$ 90.00 per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 461.50 per month based upon \$ 7.10 per month per meter and \$ per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LIBERO 704 PAGE 2 15

Water Supply Fees: \$ 808.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ ** per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: 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.

** Developer to pay 22.2% of the total cost of a water tank being constructed by others (purchase, construction, engineering). Metcom will invoice the Developer. The Developer will guarantee payment through a posted bond or letter of credit.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

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

ATTEST:

Steven J. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By Thomas P. Giger
Chairman

ATTEST:

Rudolph E. ...

DEVELOPER / PROPERTY OWNERS

By James B. Beavan, Jr.
James B. Beavan, Jr.
Executive Vice President

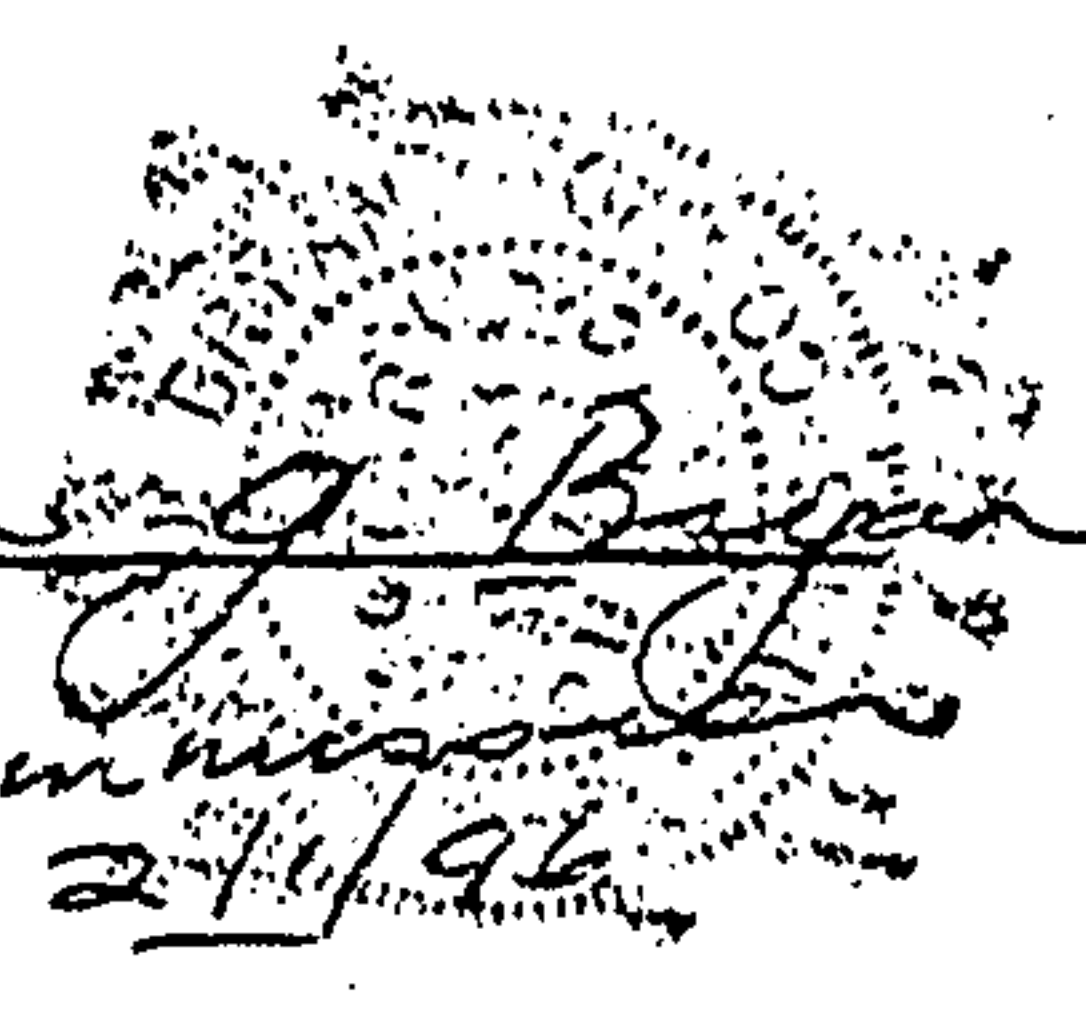
Mortgagor - Colonial Farm Credit, ACA
James B. Beavan, Jr.
Executive Vice President

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

I HEREBY CERTIFY that on this 22nd day of July, 1992 before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Babin
Notary Public
my commission expires 2/1/96

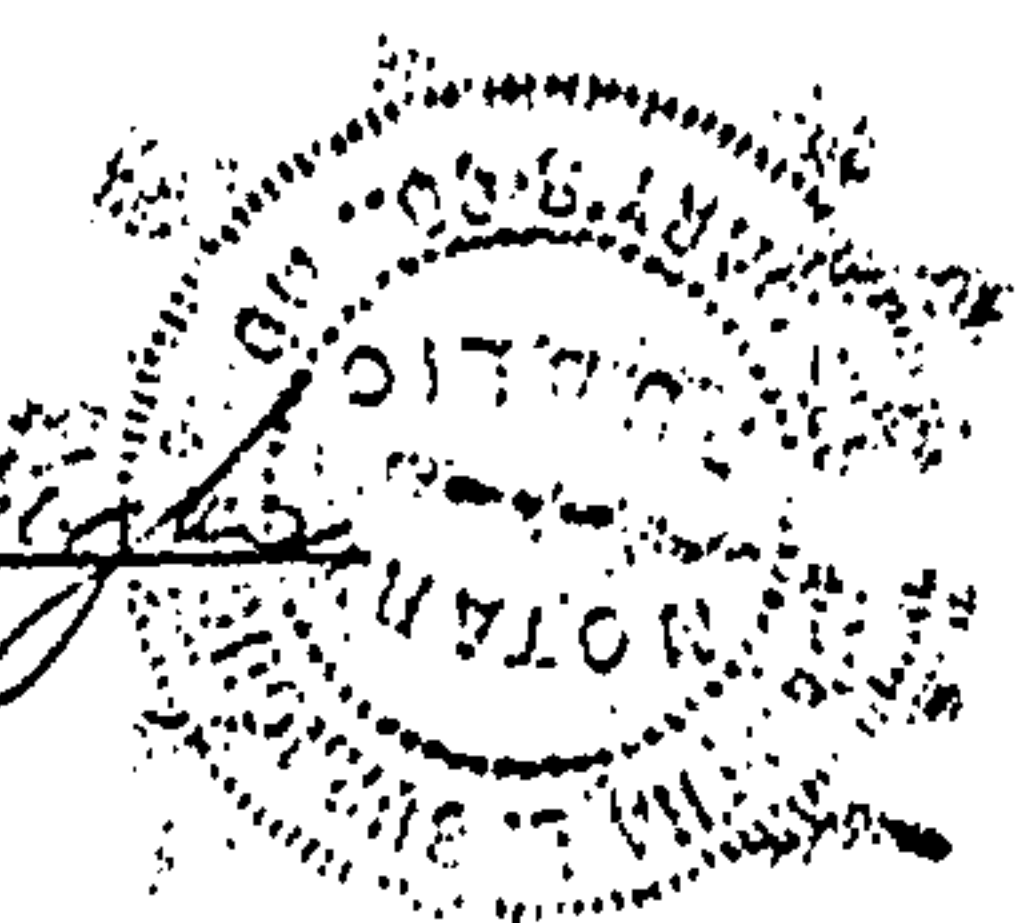


STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this 18TH day of JUNE 1992 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Israel S. Swamy and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Maitha L. Burroughs
Notary Public

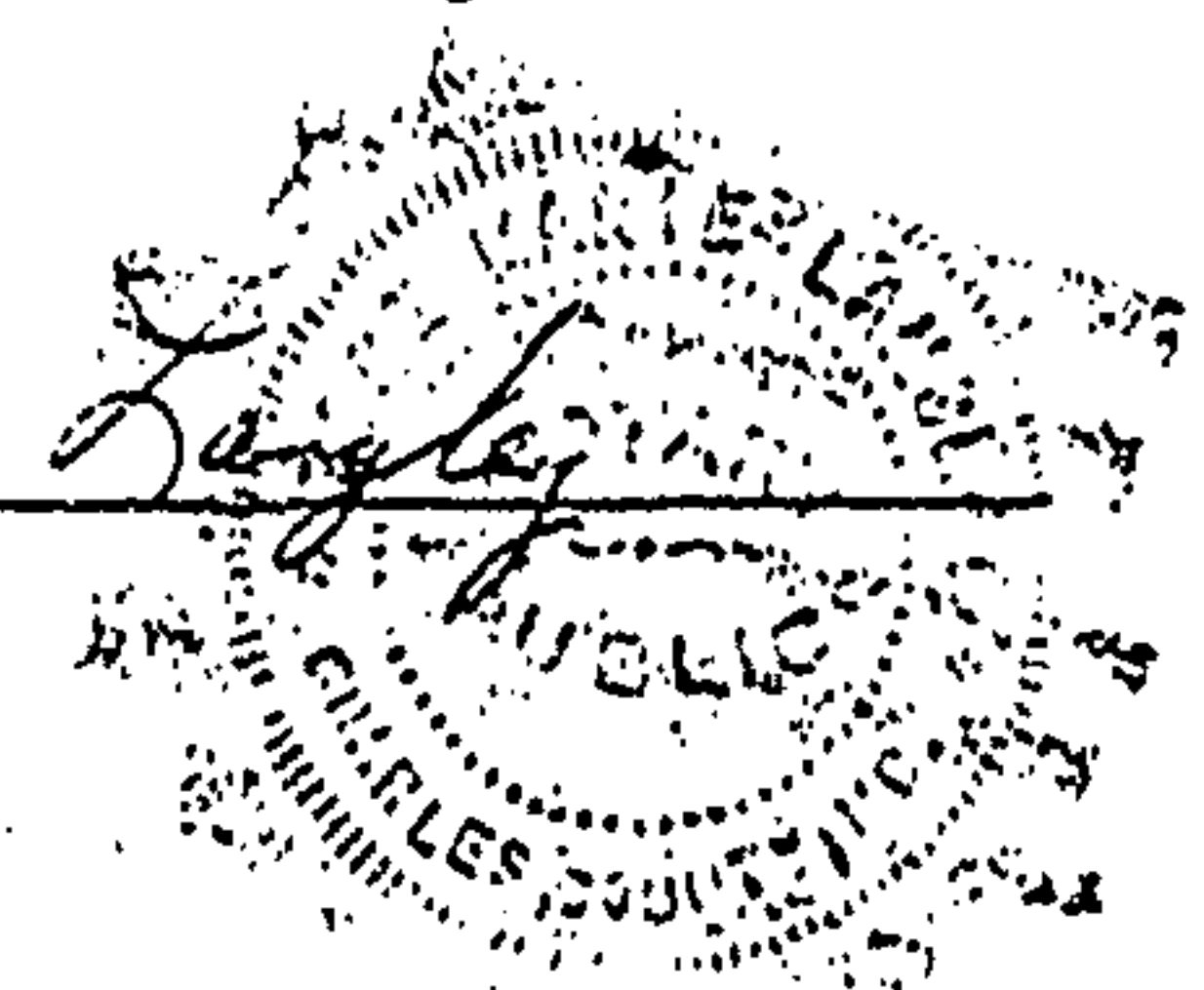


STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY that on this 19th day of June 1992 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared James B. Beavan, Jr. and that he/she/they acknowledged the foregoing instrument.

WITNESS my hand and Notarial Seal

Paul M. Langley
Notary Public



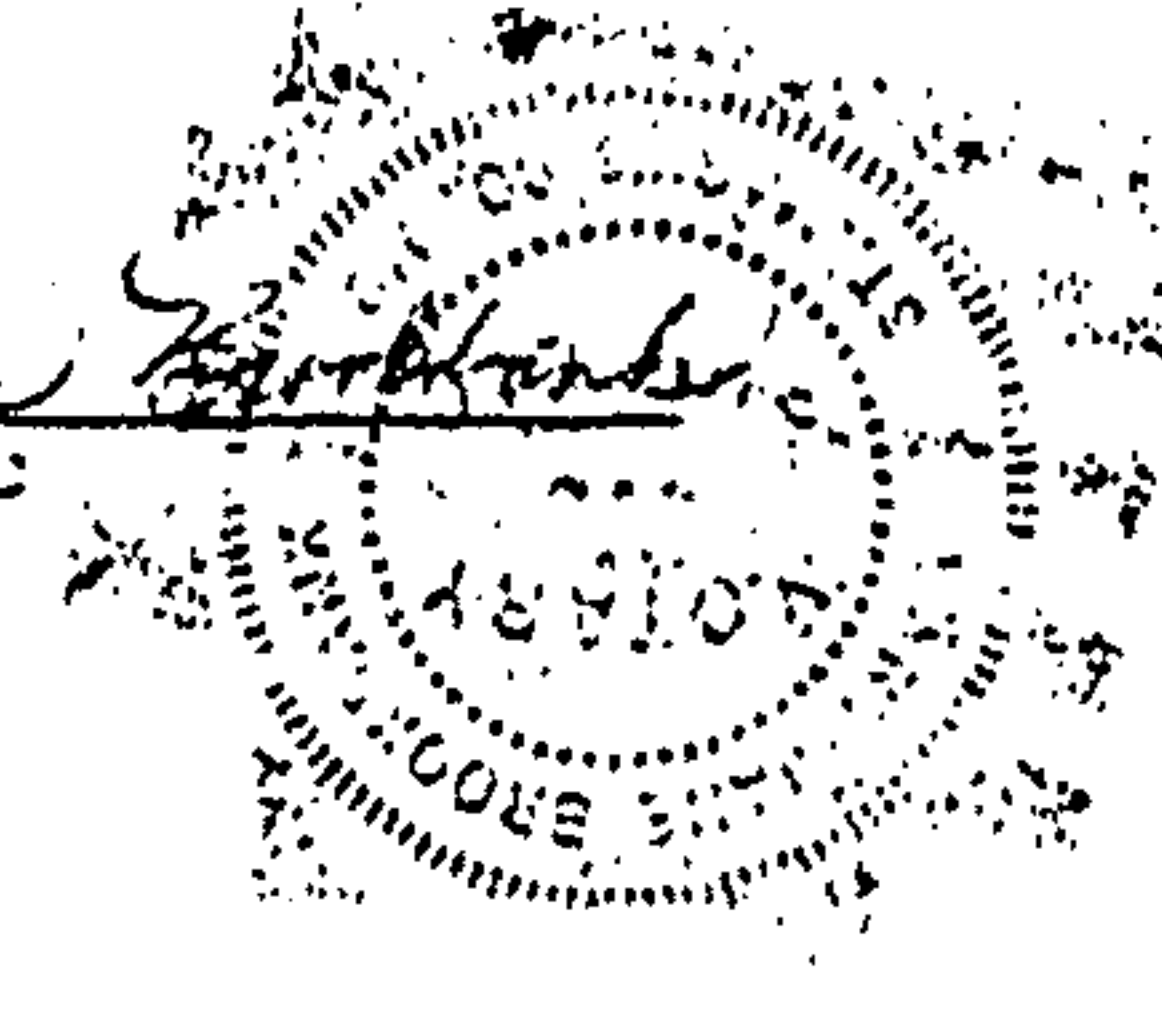
My Commission Expires: 8/1/93

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

I HEREBY CERTIFY that on 19th day of June, 1992 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Lawrence H. Adams, Cecilia W. Adams, and Mattie Marie Adams Suite and that they acknowledged the foregoing instrument.

WITNESS my hand and Notarial Seal.

Mary Jane Harshbarger
Notary Public



My commission expires 1-1-96

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Hayden's Run
DEVELOPER: Swarey Builders

TOTAL # OF PHASES: One

PHASE 1

PLAT REF: Hayden's Run

EDU'S TO BE SERVED: 65

PROJECTED CONSTRUCTION START DATE:

8/01/92

PROJECTED CONSTRUCTION COMPLETION DATE:

1/01/93

FACILITIES TO BE CONSTRUCTED*:

Water distribution system to serve 65 lots to be owned by this Commission after acceptance. A lot for a future well site is to be dedicated to Metcom (fee simple).

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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 appurtences, 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, hydroneumatic 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 modifications 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: JPC
(Initials)

Developer: JGL
(Initials)

PUBLIC WORKS AGREEMENT

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

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Meadow Woods 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; 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 the following fees:

Review Fees: \$ 2250.00 based upon \$ 45.00 per residential lot,
or EDU and, \$ N/A per commercial lot or EDU payable upon
execution of this Agreement.

Inspection Fees: \$ 3154.00** based upon 3% of the Bond or Letter of Credit
payable upon execution of this Agreement. Said amount shall be
placed in an account by the Commission and shall be drawn upon from
time to time to reimburse the Commission for the direct and indirect
cost of said inspection service, and if said cost is less than the
inspection fee initially collected, the remaining balance shall be
returned to the Developer or, if the final total inspection cost is more
than the inspection fee initially collected, the Developer shall pay to
the Commission the difference.

Connection Charges: \$ 4500.00 based upon \$ 90.00 per connection
payable upon execution of this Agreement or the time a connection permit is
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A
front feet at \$ N/A front foot per year payment beginning
at the time capacity allocation is made (Record Plat Approval)
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$
per month per EDU beginning when service is utilized. This
Service Charge reflects the currently approved rate and is
subject to change.

Water Service Charge: \$ 355.00 per month based upon \$ 7.10
per month per meter and \$ per month per meter beginning when
service is utilized. This Service Charge reflects the currently approved rate
and is subject to change.

** This figure is not intended to reflect inspection fees associated
with inspection of the elevated water tank (see Attachment A).

Water Supply Fees: \$ 547.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 730th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

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

ATTEST:

Alma King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By *James P. Egan*
Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

Howard H. Jones

By *John B. [Signature]*

By _____

Mortgagor

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

I HEREBY CERTIFY that on this 20th day of July, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Egan their men of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public
my commission expires
2/1/96

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

I HEREBY CERTIFY that on this 20th day of July, 1992, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared John B. Swaye and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public
my commission expires
2/1/96

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASINGPROJECT NAME: Meadow Woods
DEVELOPER: Harvest Homes, Inc.

TOTAL # OF PHASES: Two

PHASE 1

PLAT REF: Meadow Woods

EDU'S TO BE SERVED: 6

PROJECTED CONSTRUCTION START DATE: 7/01/92

PROJECTED CONSTRUCTION COMPLETION DATE: 1/01/93

FACILITIES TO BE CONSTRUCTED*: Water distribution system to serve 50 EDU's.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: Meadow Woods

LOTS TO BE SERVED: 44

PROJECTED CONSTRUCTION START DATE: 9/1/92

PROJECTED CONSTRUCTION COMPLETION DATE: 1/1/93

FACILITIES TO BE CONSTRUCTED*: 125,000 gallon elevated storage tank to be completed by 10/1/92 or at the time the 7th home is given a C of O, whichever occurs first.

COMMISSION PARTICIPATION: 43% of total cost to be borne by Developer, 57% by Metcom. The total cost to include engineering design, geotechnical engineering, construction, & inspection fees. Any costs over \$60,179.00 to the Developer is to be borne by the Commission.

PHASE 3

PLAT REF:

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, hydroneumatic 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 modifications 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

APC
(Initials)

Developer:

J B J
(Initials)

***The Commission is a participant in the construction of the water storage tank. The Commission is to process invoices submitted by Harvest Homes, Inc. within 10 days to allow for timely payment to the storage tank contractor.

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

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Hunting Meadows and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; 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 the following fees:

Review Fees: \$ 2400.00 based upon \$ 75.00 per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement

Inspection Fees: \$ 1287.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference. The Commission may, at its option, elect to have the responsibility for construction inspection and assurance that all work is performed in accordance with the approved plans and specifications remain with the Developer and, accordingly, no fee will be charged. In this latter case, upon the project's completion, the Developer shall provide to the Commission a Project Completion Certification, Attachment (C), signed by a professional engineer registered in the State of Maryland.

Connection Charges: \$ 1640.00 based upon \$ 410.00 per connection upon execution of this Agreement or the time a connection permit is issued

Debt Serve Charge: \$ 226.67 per month based upon 1600 front feet at \$ 1.70 front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first

Sewer Service Charge: \$ 308.48 per month based upon \$ 9.64 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change

Water Service Charge: \$ 73.00 per month based upon \$ 8.25 per month per meter and \$ 10.00 per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LIBERO 704 PAGE 2 9

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without

storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: 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.

LIBERO 704 PAGE 230

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

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

ATTEST.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

William J. Lewis
Secretary

By Frances P. Eagan
Chairman

ATTEST.

DEVELOPER / PROPERTY OWNERS

Patuxent Limited Partnership

John P. Seymour

By John P. Seymour, General Partner

By _____

By _____

Mortgagor

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

I HEREBY CERTIFY that on this 10th day of March, 1992, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared Frances P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My commission expires 2/1/96.

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit.

I HEREBY CERTIFY that on this 10th day of March 1992 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared John P. Seymour and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Brian K. H.

Notary Public

My commission expires

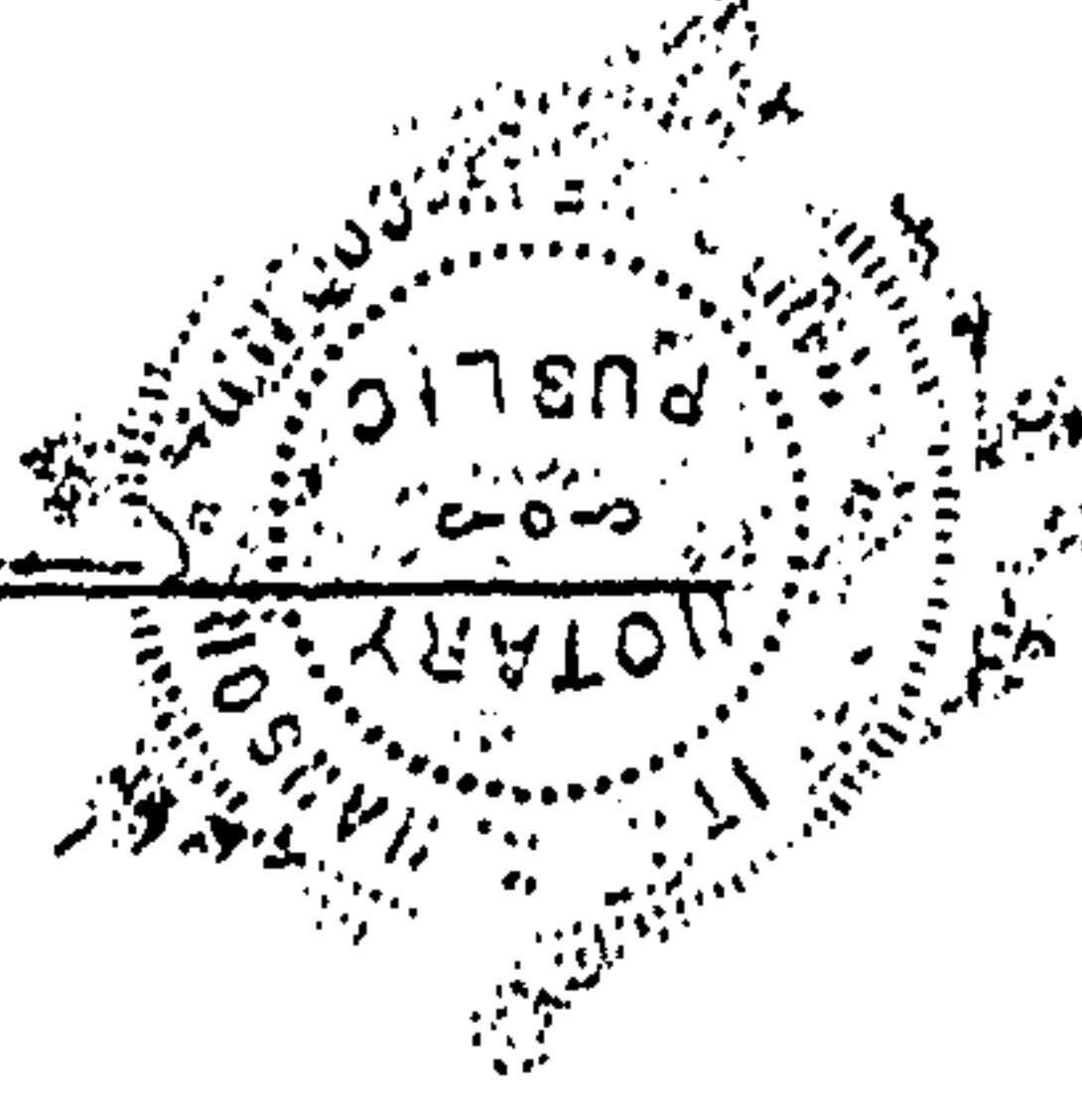


EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Hunting Meadows
DEVELOPER: Patuxent Ltd. Ptnrs.

TOTAL # OF PHASES: 1

PHASE 1:

PLAT REF: Hunting Meadows

EDU'S TO BE SERVED: 32

PROJECTED CONSTRUCTION START DATE:

12/01/91

PROJECTED CONSTRUCTION COMPLETION DATE:

5/01/92

FACILITIES TO BE CONSTRUCTED*:

Water distribution system

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Hunting Meadows
DEVELOPER: Patuxent Ltd. Ptnrs.

TOTAL # OF PHASES: 1

PHASE 1

PLAT REF: Hunting Meadows

LOTS TO BE SERVED: 32

PROJECTED CONSTRUCTION START DATE:

12/01/91

PROJECTED CONSTRUCTION COMPLETION DATE:

5/01/92

FACILITIES TO BE CONSTRUCTED*:

Wastewater collection system

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, force mains, sewer house

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *Spe*
(Initials)

Developer: *J*
(Initials)

LISE 0 7 0 4 RISEZ 3 6

LISER 006 = 49

PUBLIC WORKS AGREEMENT

11:05AM08/28/92E PW AGR \$0.00

11:05AM08/28/92E HECOM \$0.00

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

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Stallman Subdivision, Sect. 3 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; 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 the following fees.

Review Fees: \$ 2250.00 based upon \$ 45.00 per residential lot, or EDU and, \$ per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$ 1980.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 4500.00 based upon \$ 90.00 per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A front feet at \$ N/A front foot per year payment beginning at the time capacity allocation is made (Record Plat Approval) or service available, whichever occurs first

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 412.50 per month based upon \$ 8.25 per month per meter and \$ per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

LICER 704 PHE2 38

LICER 006 51

Water Supply Fees: \$ 250.00 per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

Water Storage Fees: \$ 450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or,

whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

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

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By

[Signature]

Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

[Signature]

By

[Signature]

By

By

Mortgagor

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

I HEREBY CERTIFY that on this 13th day of April, 1976 before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared *Frances P. Egan*, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Notary Public



STATE OF Md. COUNTY OF ST. MARY'S to-wit:

I HEREBY CERTIFY that on this 1st day of Nov
1991 before me, the subscriber, a Notary Public in the county aforesaid, personally
appeared HEXIA T. WAIZ and that he/she/they acknowledged
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lucy B. Wallace
Notary Public

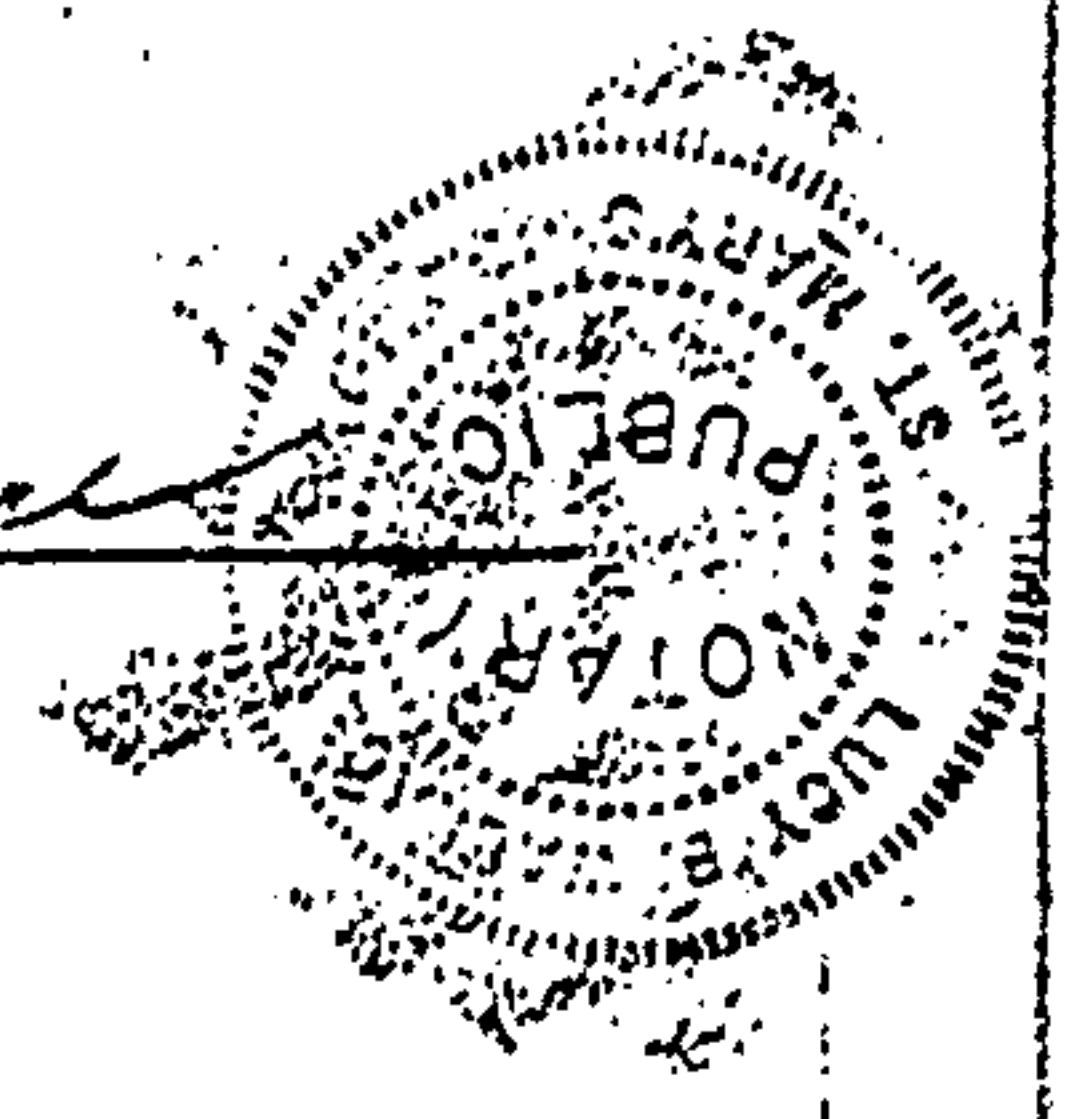


EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Stallman Subdivision, Sect. 3 TOTAL # OF PHASES: One
DEVELOPER: Thomas Waring

PHASE 1

PLAT REF: Stallman Subdivision, Sect. 3 # EDU'S TO BE SERVED: 51
PROJECTED CONSTRUCTION START DATE: 10/15/91
PROJECTED CONSTRUCTION COMPLETION DATE: 4/15/92
FACILITIES TO BE CONSTRUCTED*: Water distribution system.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

LIDERO 704 PAGE 2 4 2

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 modifications 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: SPC
(Initials)

Developer: ATW
(Initials)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 25TH day of AUGUST, 1992, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body politic and corporate, (hereinafter the "County"), Grantor, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate (hereinafter "Metcomm") Grantee.

3:02PM09/29/928 AGRANT \$0.00

3:02PM09/29/928 METCOM \$0.00

WHEREAS, the County is the owner in fee simple of certain property located on the east side of St. Andrew's Church Road in the Eighth Election District of St. Mary's County, Maryland. Being the same property conveyed to the County from Nellie and Hershel McLeod by deed dated February 29, 1984 and recorded among the Land Records of St. Mary's County, Maryland at Liber M.R.B. No. 175, Folio 330, by deed dated March 6, 1973 and recorded among the Land Records of St. Mary's County Maryland at Liber D.B.K. No. 201, Folio 49 and by deed dated June 28, 1971 and recorded among the Land Records of St. Mary's County, Maryland at Liber D.B.K. No. 169, Folio 33.

WHEREAS, Metcomm intends to operate, maintain, repair, inspect and replace the new watermain system along the east side of St. Andrew's Church Road.

WHEREAS, Metcomm requires the use of a certain portion of the County property in order to provide for the operation, maintenance and repair of the watermain system as aforesaid.

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, does hereby grant and convey unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors

and assigns, a perpetual easement over, across, under and through that portion of the County property shown on a drawing attached hereto as Exhibit A. Said easement shall be used exclusively by Metcomm to operate, maintain, repair, inspect and replace the new watermain system as determined by the St. Mary's County Metropolitan Commission.

AND IN FURTHERANCE THEREOF, the parties hereto agree to the following conditions:

1. All equipment, facilities and appurtenances installed as aforesaid shall be and remain the exclusive property of Metcomm.
2. The County shall be responsible for the construction and maintenance of any connection of its buildings to the watermain, if so desired and at their expense, in accordance with all applicable specifications, regulations and permits, subject to the approval of Metcomm.
3. Upon completion of any construction, maintenance, repair or replacement, Metcomm shall restore the area to a condition not inferior to that existing prior to the commencement of such work.
4. The County hereby agrees not to erect any structure or otherwise use the aforesaid easement area for any purposes which will obstruct or hinder the rights, privileges and easements herein granted.
5. Metcomm shall indemnify and hold harmless the County from any and all liability, loss or claims caused by Metcomm, or its agents, in the exercise of the rights herein granted.

TO HAVE AND TO HOLD the rights and easement described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever.

And the said BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND does hereby covenant that it will warrant specially the easement hereby granted and conveyed, and that it will execute such other and further assurances of said conveyance as may be requisite.

WITNESS the hands and seals of the parties hereto as of the date first written above.

ATTEST: LIBERO 713 PAGE 41

BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND

Edward V. Cox
EDWARD V. COX 8/25/92
County Administrator

By:

Carl M. Loeffler, Jr. (SEAL)
CARL M. LOEFFLER, JR., President

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By:

Larry K. Petty (SEAL)
LARRY K. PETTY, Director

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

I HEREBY CERTIFY that on this 25th day of August, 1992, before the undersigned, a Notary Public of the state and county aforesaid, personally appeared CARL M. LOEFFLER, JR., President of the Board of County Commissioners of St. Mary's County, Maryland, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said Board of County Commissioners of St. Mary's County, Maryland.

WITNESS my hand and notarial seal.

Judith A. Scalding
NOTARY PUBLIC
My commission expires: 3/19/93

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

I HEREBY CERTIFY that on this 14th day of Sept., 1992 before the undersigned, a Notary Public of the state and county aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and he acknowledged the foregoing Easement Agreement to be the duly authorized act and deed of the said St. Mary's County Metropolitan Commission.

WITNESS my hand and notarial seal.

Louisa G. Bryan
NOTARY PUBLIC
My commission expires: 2/10/96

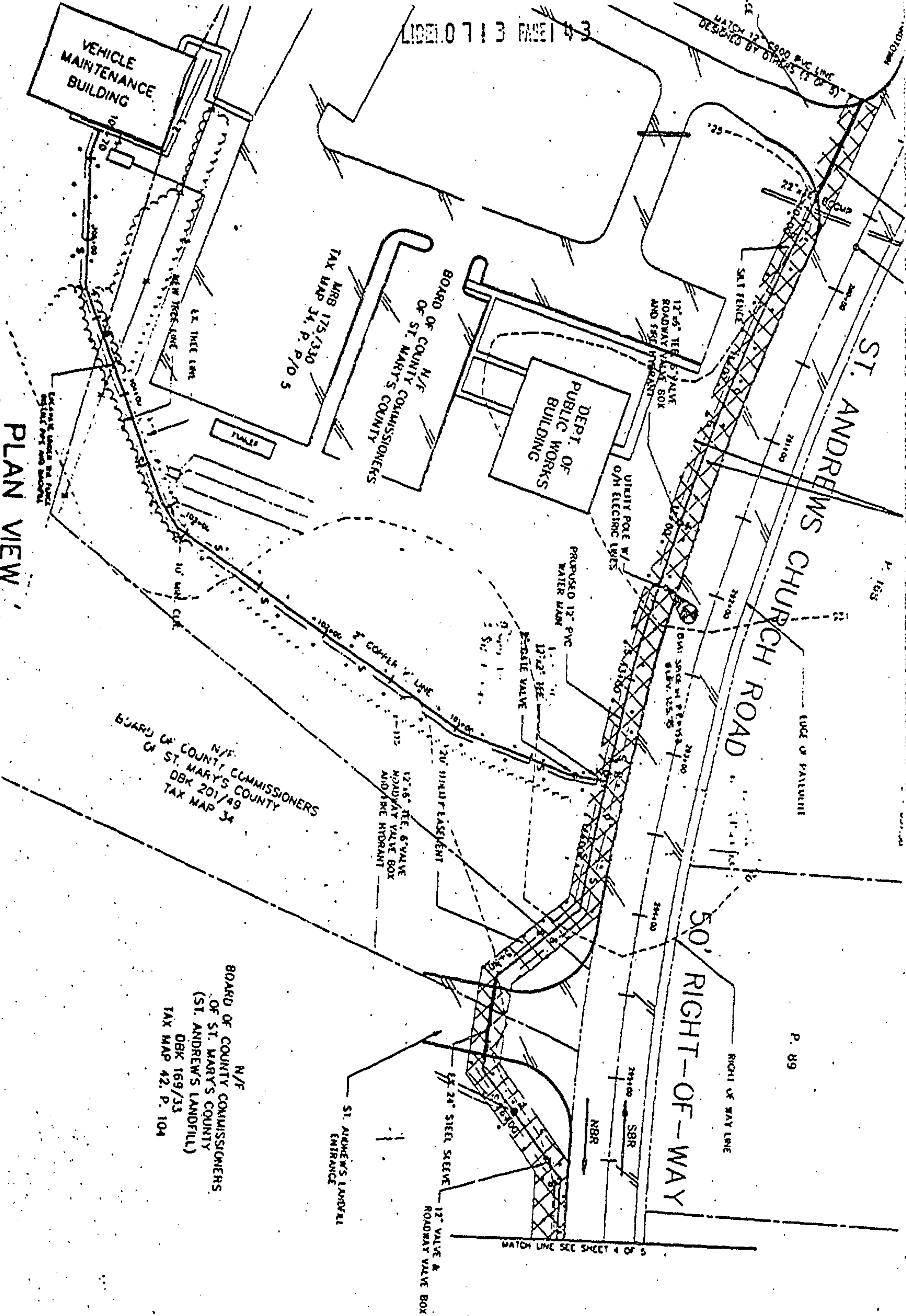
APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

EXHIBIT
A

BOOK 006 PAGE 0060

LIBEL 0713 PAGE 43



PLAN VIEW

N/F
BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY
DBK 201/49
TAX MAP 34

N/F
BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY
(ST. ANDREW'S LANDFILL)
DBK 169/33
TAX MAP 42, P. 104

ST. ANDREW'S LANDFILL
ENTRANCE

50' RIGHT-OF-WAY
RIGHT OF WAY LINE

P. 89

EDGE OF PAVEMENT

P. 168

MATCH LINE SEE SHEET 5 OF 5
DESIGNED BY OTHERS (2 OF 3)

MATCH LINE SEE SHEET 4 OF 5

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and Bay District Volunteer Fire Dept., Inc. hereinafter the "Developer".

3:02PM09/29/92B CD.COM \$0.00
 3:02PM09/29/92B MECDM \$0.00

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Bay District Volunteer Fire Dept. and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and sewerage facilities as per, plans and specifications set forth in a Site Plan for Bay District Volunteer Fire Department consisting of a five (5) sheet package prepared by D.H. Steffens Company, sealed on August 19, 1991, 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments. The Commission acknowledges that the aforementioned five sheet package designed and prepared by D.H. Steffens satisfies applicable standards and specifications required for this project.

SECOND: The Developer has submitted a statement included as Exhibit A and/or B of this document, setting forth a proposed schedule of construction and completion for the water and sewer facilities to be constructed which is hereby approved by the Commission. ~~_____~~

~~_____~~ The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

FOURTH: The Developer shall pay to the Commission the following fees:

Review Fees: \$ 0.00 based upon \$ N/A per residential lot,
or EDU and, \$ N/A per commercial lot or EDU payable upon
execution of this Agreement.

Inspection Fees: \$ 0.00 based upon 3% of the Bond or Letter of Credit
payable upon execution of this Agreement. Said amount shall be
placed in an account by the Commission and shall be drawn upon from
time to time to reimburse the Commission for the direct and indirect
cost of said inspection service, and if said cost is less than the
inspection fee initially collected, the remaining balance shall be
returned to the Developer or, if the final total inspection cost is more
than the inspection fee initially collected, the Developer shall pay to
the Commission the difference.

Connection Charges: \$ 60.00 based upon \$ 60.00 per connection
payable upon execution of this Agreement or the time a connection permit is
issued.

Debt Serve Charge: \$ 0.00 per month based upon N/A
front feet at \$ N/A front foot per year payment beginning
at the time capacity allocation is made (Record Plat Approval)
or service available, whichever occurs first.

Sewer Service Charge: \$ 0.00 per month based upon \$ N/A
per month per EDU beginning when service is utilized. This
Service Charge reflects the currently approved rate and is
subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A
per month per meter and \$ N/A per month per meter beginning when
service is utilized. This Service Charge reflects the currently approved rate
and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or B of this document, according to the schedule of construction indicated therein.

SIXTH: The Developer shall construct the facilities in accordance with final plans and specifications, as approved by the Commission consisting of the D.H. Steffen Co. plans and specifications dated August 19, 1991 referenced above. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 easements to the Commission for the nominal sum of One Dollar (\$1.00).

NINTH: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragrgh FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: The Commission represents to Developer that it has all right-of-ways, easements or other legal entitlements so that Developer or Developers designers and contractors may enter upon the lands necessary to construct the facilities as designed by D.H. Steffens and that Developer and its contractor are hereby given permission to enter upon said lands, as and when needed.

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

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

James Hendry
Secretary

By Francis P. Eagan
Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS
THE BAY DISTRICT VOLUNTEER FIRE DEPARTMENT,
INCORPORATED
By Rudolph Keith Fairfax, Jr.

Horatio D. Hendry

By _____

By _____

Mortgagor

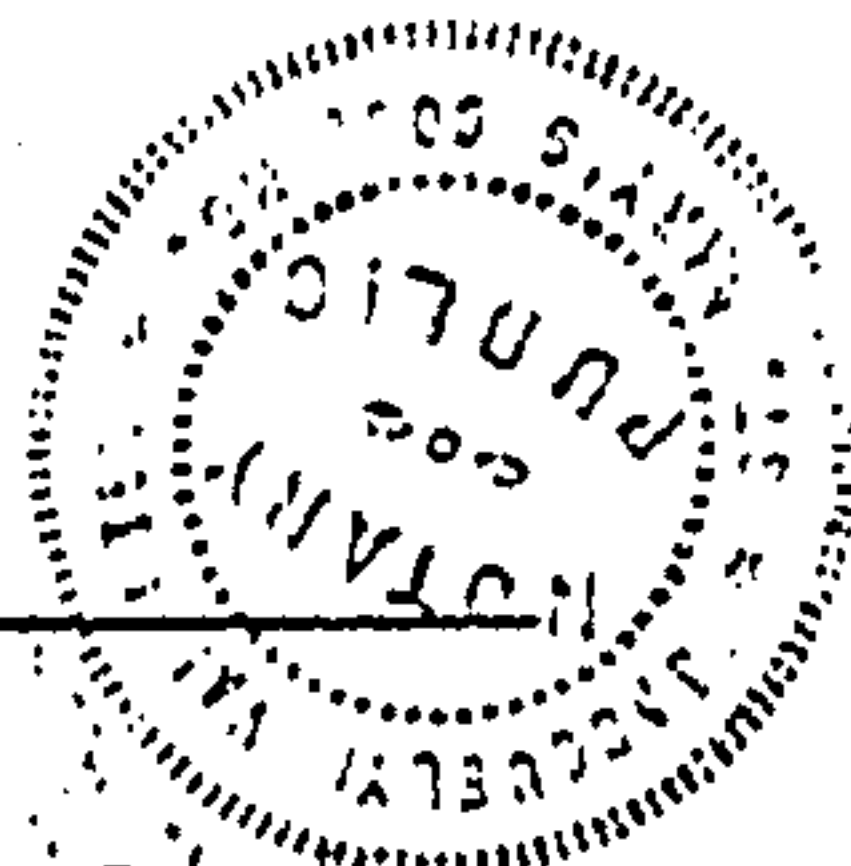
STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I HEREBY CERTIFY that on this August day of 27 1992 before me, a Notary Public in and for the County of St. Mary's aforessid personally appeared Francis P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of ssid Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Jacquelyn VanDrien
Notary Public

My commission expires 3/19/96



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

I HEREBY CERTIFY that on this 13th day of April,

19 92 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Rudolph K. Fairfax, Jr. as President of The Bay District Volunteer Department, Incorporated and that he ~~XXXXXX~~ acknowledged the foregoing Public Works Agreement to be his ~~XXXXXX~~ act as President and on behalf of The Bay District Volunteer Fire Department, Incorporated.

WITNESS my hand and Notarial Seal.

Waverley R. Medley

Waverley R. Medley
Notary Public
My Commission Expires: 3/1/94

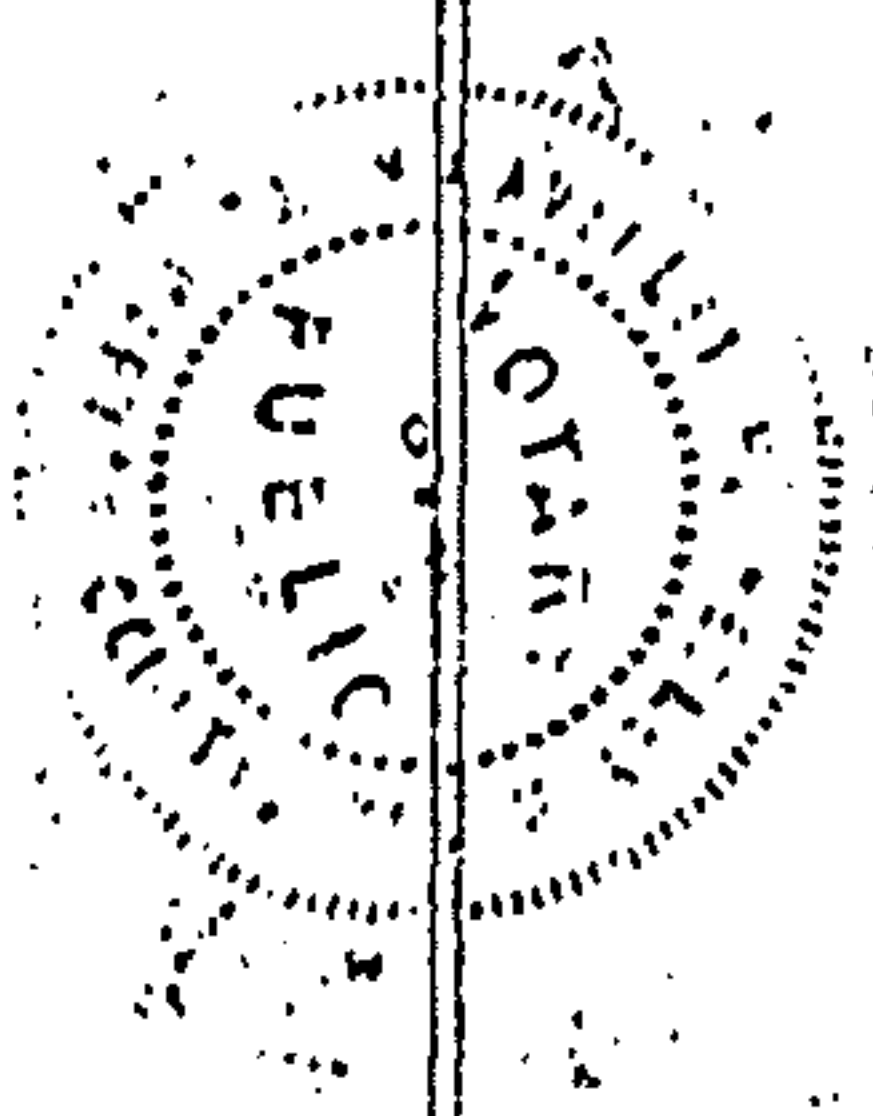


EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

LICENS. 713 PAGE 49

PROJECT NAME: Bay District Volunteer Fire Dept. TOTAL # OF PHASES: 1
DEVELOPER: Bay District Volunteer Fire Dept., Inc.

PHASE 1

PLAT REF: Bay District Fire Dept. # EDU'S TO BE SERVED: N/A
PROJECTED CONSTRUCTION START DATE: 5/1/92
PROJECTED CONSTRUCTION COMPLETION DATE: 12/30/92

FACILITIES TO BE CONSTRUCTED*: Offsite and on site water distribution systems as depicted per plans and specifications set forth in a site plan for Bay District Volunteer Fire Department consisting of a five (5) page sheet package prepared by D.H. Steffens Co. and sealed August 19, 1991.

COMMISSION PARTICIPATION: The Developer shall bid the waterline for both 8" and 12". The Commission shall pay the cost difference for the 12" portion.

PHASE 2

PLAT REF:

**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 modifications of and connections 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.

**In the event the Commission is to participate in the cost of construction, such as the added cost of the 12" main, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: APC
(Initials)

Developer: RKE
(Initials)

BOOK 006 PAGE 0068
LINES 0725 - 0801 31

4:20PM 11/13/92 DEED \$12.00
4:20PM 11/13/92 SURCHG \$5.00

TF3578

THIS DEED Made this 6th day of November, 1992, by and between SUMMITT HILL, INC., a body corporate, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, GRANTEE.

WITNESSETH, that no monetary consideration has been paid, but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said SUMMITT HILL, INC., a body corporate, does hereby grant and convey to and unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, in fee simple, all that piece or parcel of ground located in the Fifth Election District of St. Mary's County, Maryland, and more particularly described as follows:

Beginning for said parcel of land at a point on the easterly right-of-way line of Thomas Drive (50' R/W), said point also being the common corner of Lot 11-A and Metcom Lot as shown on the abovementioned plat, thence running to describe said parcel of land

1. North 62 degrees 55 minutes 08 seconds East 104.53 feet to a point, thence

2. North 71 degrees 18 minutes 34 seconds East 114.13 feet to a point, thence

3. North 12 degrees 04 minutes 28 seconds West 78.54 feet to a point, said point being the common corner of Lot 11-A, Metcom Lot and Agricultural Residue as shown on the abovementioned plat, thence

4. North 77 degrees 55 minutes 32 seconds East 120.00 feet to a point, thence

5. South 12 degrees 04 minutes 28 seconds East 140.00 feet to a point, thence

6. South 77 degrees 55 minutes 32 seconds West 78.17 feet to a point being the common corner of Lot 13-A, Metcom Lot and Agricultural Residue as shown on the abovementioned plat, thence

7. North 41 degrees 43 minutes 41 seconds West 55.28 feet to a point, thence running parallel to and 15.00 feet distant from the second and first lines of this description

8. South 71 degrees 18 minutes 34 seconds West 125.87 feet to a point, thence

9. South 62 degrees 55 minutes 08 seconds West 101.91 feet to a point on the easterly right-of-way line of Thomas Drive (50' R/W), said point also being the common corner of Lot 13-A and Metcom Lot as shown on the abovementioned plat, thence running with said right-of-way line

10. 15.13 feet along the arc of a curve to the left having a radius of 50.00 feet and a chord bearing and distance of North 32 degrees 51 minutes 45 seconds West 15.08 feet to the point of beginning.

Containing 18,693 square feet or 0.4291 of an acre of land, more or less.

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE YEAR ENDING 1992. TAX ID: Notary Public (MS-04615-7)
Daniel N. DiGirolamo
ST. MARY'S COUNTY, MD.

RECEIVED FOR TRANSFER
Bank Department of
Administration & Transition
for St. Mary's County

A. Tugill 11-13-92

BEING a part of the same land and premises acquired by Summitt Hill, Inc., a body corporate, from Sussex, Inc., a body corporate, by deed dated June 30, 1989, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 480, folio 477. Said 0.4291 of an acre being designated as METCOM LOT on a plat recorded among the Land Records of St. Mary's County, Maryland, in Liber 35, folio 47.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD said land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, in fee simple.

AND the said GRANTOR hereby covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land and premises as may be requisite.

WITNESS the hand and seal of said Grantor.

ATTEST:

SUMMITT HILL, INC., a body corporate

BY: William K. Chadwick (SEAL)
WILLIAM K. CHADWICK

GRANTOR

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY that on this 6th day of November, 1992, before the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM K. CHADWICK, President of SUMMITT HILL, INC., a body corporate, and made oath that the aforesaid deed is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all the property and assets of said corporation and further duly acknowledged the foregoing Deed to be the act of the said body corporate.

As witness my hand and Notarial Seal.

James M. Bowling
NOTARY PUBLIC



My Commission Expires: 11/1/95

The undersigned Maryland Attorney certifies that the within instrument was prepared under my supervision.

Thomas C. Hayden, Jr.
Attorney

Law Offices
Thomas C. Hayden, Jr., P. A.
Box 1039
La Plata, Maryland 20646
301-934-9531
301-870-3477

BOOK 006 PAGE 0070

EASEMENT

THIS EASEMENT, made this 26th day of March, 1993, by and between HOWARD T. BUCKLER and D. JEAN BUCKLER, his wife, Grantors, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, Grantee.

1:50PM03/26/93 EASMT \$0.00

WHEREAS, Grantors are the owners of a tract or parcel of land situate, lying and being in the Third Election District of St. Mary's County, Maryland, known and described as 2.25 acres of land, more or less, and as fully described in a deed recorded at CBG No. 79, folio 388 in the Land Records of St. Mary's County, Maryland which said property is located on a private road known as the Speith Road; and

2:09PM03/26/93 MEGCM \$0.00

WHEREAS, the Grantors desire to extend the sewage system now serving the aforesaid described property to Lot 2 of the Howard Buckler Subdivision, a plat of which is to be recorded among the Plat Records of St. Mary's County, Maryland.

NOW, THEREFORE, in consideration of none, the Grantors do hereby grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, the right to operate, maintain, repair, inspect and remove and replace a sewage system upon, under and across the private road known as the Speith Road as well as the aforementioned property. The easement being ten (10) feet on either side of the pipe or a total of twenty (20) feet.

WITNESS the hands and seals of said Grantors:

James L. Gray
AS TO BOTH

Howard T. Buckler (SEAL)
HOWARD T. BUCKLER

D. Jean Buckler (SEAL)
D. JEAN BUCKLER

RETURN TO:
NAME: James L. Gray
ADDRESS: 20000 ...

BOOK 006 PAGE 0071

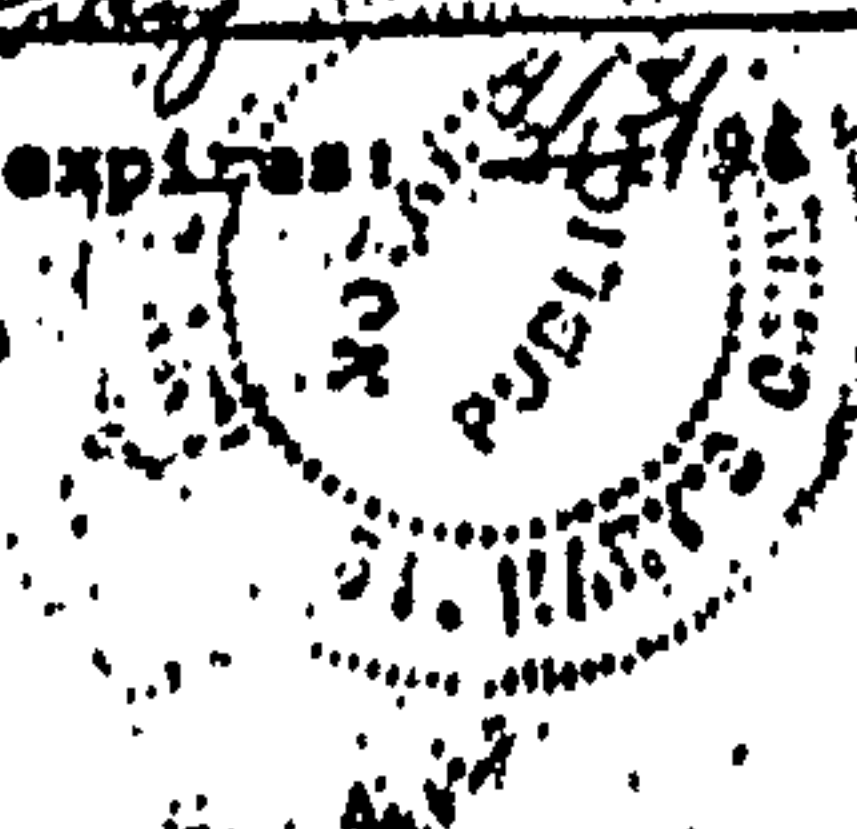
- 2 -

LIBERO 760 PAGE 17

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

I HEREBY CERTIFY, that on this 26th day of March, 1993,
before me, the subscriber, a Notary Public of the State and County
aforesaid, personally appeared Howard T. Buckler and D. Jean Buckler,
his wife, and they acknowledged the foregoing Easement to be
their act.

WITNESS my hand and Notarial Seal.

Arny L. Day
NOTARY PUBLIC
My Commission expires: 4/31/94


IN THE MATTER OF
CEDAR COVE MARINA
Tall Timber Road
Tall Timbers, MD. 20690

* MARYLAND DEPARTMENT OF
* THE ENVIRONMENT
*
* 2500 Broening Highway
* Baltimore, MD 21224
*

3:19PM06/25/93A CD.COM \$0.00

AGREEMENT

3:24PM06/25/93A MCDM \$0.00

WHEREAS, Cedar Cove Marina, Inc., ("Owner") is seized of a tract of land laying in the second election district of St. Mary's County, being further identified on Tax Map 61, Block 16, Parcel 100 and recorded among the Land Records of St. Mary's County, Maryland, in Liber EWA 703, Folio 461, hereinafter referred to as the ("Property"); and

WHEREAS, the Owner's Property is improved by a Restaurant/ Apartment, four (4) detached dwelling units and a marina office/repair facility; and

WHEREAS, the on-site sewage disposal systems serving these uses are failing; and

WHEREAS, the Maryland Department of the Environment (Department) has supervision and control over the sanitary and physical condition of the waters of this State to protect public health and comfort (Environmental Article 9.221 through 223 and 252).

WHEREAS, the Owner desires to connect these uses to the Piney Point Sewage System; and

WHEREAS, The Maryland Department of the Environment ("Department") entered into an Agreement ("State-County Agreement") with

RETURN TO
NAME: Joe Mitchell
ADDRESS: 615 Jones

LICED 0789 PAGE 27b

the St. Mary's Metropolitan Commission ("Commission") and St. Mary's County, Maryland ("County") on or about November 19, 1986, which set forth the conditions for connecting to the Piney Point Sewage System; and

WHEREAS, the connection of the Owner's Property to the Piney Point Sewage System is necessary to correct the failure of the current on-site sewage disposal system, and will not cause an adverse impact on the 100 year flood plain or wetlands; and

WHEREAS, the Owner, Department, Commission and County desire to enter into an Agreement, as herein contained, to assure that the connection of the Owner's Property is, and shall remain, in conformity with the terms and conditions of the State-County Agreement incorporated by reference herein,

NOW, THEREFORE, it is hereby agreed by the Owner, Commission, County and the Department this 9th day of June, 1993, that;

1. Direct service from the public sewer is limited to seven (7) Equivalent Dwelling Units (EDU's), which represents the EDU's necessary to serve the existing structures. For purposes of this agreement one EDU is equivalent to 300 gallons per day of sewage flow. This allocation was calculated as follows:

<u>Structure/Use</u>	<u>EDU Allocation</u>
One two-bedroom apartment over restaurant.	1
Restaurant and bar (consisting of 34 seats/ bar stools.	2
One single family house.	1
3 cottages (bungalows)	3
TOTAL	7

LIBERO 789 PAGE 277

2. The discharge of sewage collected from the holding tanks of vessels moored to the existing sixty-six (66) boat slips will be permitted only by way of a pumpout facility. If the Owner constructs an additional twenty-three (23) boat slips, the owner shall abandon two of the cottages (bungalows) within 60 days of completion of construction of the boat slips. The two (2) EDU's of treatment capacity allocated to the cottages shall be transferred to the 23 boat slips accordingly.

3. The Owner shall not change, alter or remodel any of these existing uses or structures in any manner which causes any increase in the approved flow.

4. Within thirty (30) days of the execution of this Agreement, Owner shall cause this Agreement Order to be recorded among the Land Records of St. Mary's County.

5. Within thirty (30) days of connection to the Piney Point Sewage System, Owner shall properly abandon and backfill the on-site sewage disposal system on the Property.

6. This Agreement shall terminate upon the annulment or revocation of the County-State Agreement, either by action of the parties or operation of law.

7. This Agreement shall be binding upon the Owner, his successors and assigns. Owner shall give a copy of this Agreement to the potential buyers of the property.

8. The Department may delegate any rights or powers given under this Agreement.

9. Nothing contained in this Agreement shall constitute a waiver of the rights of the Department to proceed by any

administrative or civil action for any violation of this Agreement, or for any violation of Maryland laws or regulations, which may occur during or subsequent to the effective period of this Agreement. Nothing contained in this Agreement shall be construed to be a waiver of the rights of the Department to exercise other powers, duties and responsibilities retained or delegated to it under Federal or State law.

Daniel L. Burns (SEAL)
Cedar Cove Marina, Inc.
By: Daniel Burns

Frances P. Eagan (SEAL)
St. Mary's County Metropolitan
Commission
By: Frances P. Eagan, Chairman

(corp.cedar)

Carl Loffler (SEAL)
Board of County Commissioners
St. Mary's County
By: Carl Loffler, President

J.L. Hearn 6/9/93 (SEAL)
Department of Environment
By: J.L. Hearn, Director
Water Management Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this 5 day of June 19 93
Nancy W. Young
NANCY W. YOUNG
Assistant Attorney General

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, executed this 15th day of July, 1993, by and between the ST MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter the "Commission"), CEDAR COVE MARINA, INC., a Maryland Corporation (hereinafter the "Developer") and MARYLAND BANK AND TRUST COMPANY, (hereinafter, the "Lender").

3:51PM09/03/93A PW AGR \$0.00

WITNESSETH

3:51PM09/03/93A MECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the fifth (5th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, the Developer is developing certain real property situated within the said Sanitary District of St. Mary's County, Maryland, known and further described as Cedar Cove Marina (the "Property"); and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct central sewage facilities (the "Facilities"), to serve the property; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, by Agreement dated June 9, 1993, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 0789, Folio 75, by and between the Developer, the Commission, the Board of County Commissioners of St. Mary's County and the Maryland Department of the Environment (the "Consent Agreement"), Developer agreed that among other requirements direct service from the public sewer to the Property would be limited to seven (7) Equivalent Dwelling Units (EDU's); and,

WHEREAS, on June 30, 1993, the Consent Agreement was amended to provide for the addition of one (1) additional dwelling unit to be served by the public sewer, by which amendment the total number of units to be served was increased to eight (8); and,

WHEREAS, notwithstanding the foregoing, Developer has agreed to pay Service Charges based upon use of six (6) Residential EDU's and six (6) Commercial EDU's, four of which are to be assigned to cover the discharge from sixty-six (66) boat slips at the marina on the Property; and,

WHEREAS, Lender joins in the execution of these presents to acknowledge the obligations of Developer set forth herein; and,

WHEREAS, the Site Plan for the Property has been submitted to and approved by the Board of County Commissioners of St. Mary's County, Maryland, 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 partes 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments. Including, but not limited to, the Consent Agreement between the Developer, County, Commission and Maryland Department of the Environment.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a legal opinion/certification listing the owner(s) of the property and all parties with and interest in the property, including mortgages, liens, etc.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, in the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the complete facilities expires; 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 the Commission the following fees:

Review Fees:

\$ 210.00 based upon N/A per residential lot, or EDU and, \$ 30.00 per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees:

\$ 2343.00 based upon 3% of the Bond or Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges:

N/A based upon N/A per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Service Charge:

\$ 148.02 per month based upon 6 Commercial EDU's at \$13.09 per EDU per month and 6 Residential EDU's at \$ 11.58 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission Approval or service, whichever occurs first.

Sewer Service Charge:

\$ 192.00 per month based upon \$ 16.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge:

N/A per month based upon N/A per month per meter beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: LIBERO 809 PAGE 234:

N/A per EDU for development without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

Water Storage Fees:

N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 approved and accepted by the Commission.

SIXTH: The Developer shall construct all 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. Within sixty days after the construction of any phase is completed, a completed set of "As Built" drawings shall be submitted to the Commission.

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: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

NINTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

WITNESS the hands and seals of the parties hereto, this _____ day of _____ 1993.

ATTEST:
COMMISSION


Secretary

ST. MARY'S COUNTY METROPOLITAN

By: 
Chairman

ATTEST:

LIBERO 809 PAGE 235

LECH 006 PAGE 79

CEDAR COVE MARINA, INC.

By: Daniel S. Burns

By: AS PRESIDENT

MARYLAND BANK & TRUST COMPANY

By: John J. Doughty

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of July, 1993 before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Keenan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Loilian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

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

I HEREBY CERTIFY that on this 8th day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Daniel S. Burns who acknowledged himself to be the President of Cedar Cove Marina, a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Loilian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

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

I HEREBY CERTIFY that on this 9th day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared JOHN T. DAUGHERTY who acknowledged himself to be the PRESIDENT of MARLBAND PARK TRUST Co. a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Margaret A. Adams
Notary Public

My Commission Expires: 8/1/94



LIBERO 809 PAGE 237

LEER 006 PAGE 81

EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Cedar Cove Marina

TOTAL # OF PHASES: One

DEVELOPER: Cedar Cove Marina, Inc.

PHASE I:

PLAT REF: Tax Map 61, Parcel 100

LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: 7/01/93

PROJECTED CONSTRUCTION COMPLETION DATE: 10/01/93

FACILITIES TO BE CONSTRUCTION*: 2,200 LF of 3" PVC pipe, 940 L.F. of 8" PVC, 160 L.F. of 6" PVC pipe, a jack and bore under Md. Rt. 249, 2 manholes and all appropriate appurtenances for a collection system, also a wastewater pumping station is to be built; all facilities are to be privately owned.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____

(Initials)

Developer: _____

(Initials)

CLERK OF CIRCUIT COURT
ST. MARY'S COUNTY, MD
FILED

USER 006 PAGE 82

LIBEFO 815 PAGE 172

93 SEP 27 AM 10:20

ST. MARY'S COUNTY
METROPOLITAN COMMISSION,

Plaintiff,

v.

JAMES B. JUDSON LONG, JR.,

Defendant.

* IN THE
* CIRCUIT COURT

FOR 10:42AM09/27/93E RECORD \$0.00
10:42AM09/27/93E REC'DM \$0.00

* ST. MARY'S COUNTY

* Civil Action No.: 92-937

* * * * *

CONSENT INQUISITION

This action is submitted to the Court for judgment by Plaintiff, the St. Mary's County Metropolitan Commission (the "Commission") and Defendant, James Judson Long, Jr. (the "Property Owner"), upon the consent and agreement of the parties as announced in open court on Sept. 27, 1993.

WHEREAS, the Commission filed this condemnation action against the Property Owner to acquire certain property located in the Fourth Election District of St. Mary's County and consisting of approximately 46.272 acres (as defined in Paragraph 5 hereof, the "Subject Property"). The Subject Property is part of a larger 284-acre tract which is owned in fee simple by the Property Owner.

WHEREAS, the Commission and the Property Owner agree that the terms of this Consent Inquisition were negotiated and consented to in good faith and with the intention of fully and finally compromising and settling all causes of action and all matters arising out of the facts and claims as set forth in the Condemnation Petition in an effort to ameliorate the risk of an

unfavorable judgment and to avoid further expensive and protracted litigation; and

WHEREAS, the Commission and the Property Owner have agreed to the entry of this Consent Inquisition;

NOW, THEREFORE, before the trial of this case and upon the consent of the parties annexed hereto, it is this 27th day of September, 1992 HEREBY ORDERED, ADJUDGED AND DECREED by the Circuit Court for St. Mary's County as follows:

1. This Court has jurisdiction over the subject matter herein, and over the parties consenting hereto for purposes of this Consent Inquisition.

2. This Consent Inquisition shall apply to and be binding upon the signatories to this Consent Inquisition and upon their respective assigns, transferees, heirs and successors in interest. The undersigned representatives of the Commission and the Property Owner represent and certify to the Court that they are fully authorized by the parties to enter into this Consent Inquisition and to execute and legally bind the parties to the terms and conditions hereof.

3. The Commission has the right to condemn the Subject Property.

4. The amount of the actual and consequential damages resulting from the taking of the Subject Property is \$225,000.00.

5. That upon the payment by the Commission to the Property Owner of the amount set forth in Paragraph 4 herein, the following shall be held and become vested in the Commission, clear and discharged from any claims, liens or demands of the Property Owner: a fee simple interest in the property described in Exhibit A hereto but reserving to the owner of the Remainder Tract (as defined herein) (a) a 50-foot Permanent Right of Way (as defined herein) (i) over the property designated as such in Exhibit B hereto, and (ii) over such additional property as shall be designated by the owner of the Remainder Tract and consented to by the Commission, which consent shall not be unreasonably withheld, from the terminus of the 50-foot Permanent Right of Way described in Exhibit B to the western outline of the property described in Exhibit A; (b) a 20-foot Revertible Access Easement (as defined herein) over the property designated as such in Exhibit B hereto (the property described in Exhibit A, as encumbered by the 50-foot Permanent Right of Way and the 20-foot Revertible Access Easement, is the "Subject Property" as used herein; the remainder of the tract of land from which the Subject Property is taken is the "Remainder Tract" as used herein); and (c) any right to locate a dwelling unit or units on the portion of the Subject Property that is located in the Critical Area as defined in the Chesapeake Bay Critical Area Protection Program, Natural Resources Article, §§ 8-1801-8-1816, the Commission

hereby relinquishing any right to locate a dwelling unit or units in that portion of the Subject Property located in the Critical Area so that such a right or rights may inure to the benefit of the Remainder Tract.

6. As used herein, "Permanent Right of Way" means a perpetual right of passage over such property and includes the perpetual right to construct, reconstruct, create, use and maintain a road on such property for the benefit of the Remainder Tract.

7. As used herein, "Revertible Access Easement" means a right of passage over such property and includes the right to construct, reconstruct, create, use and maintain a road on such property for the benefit of the Remainder Tract until 180 days after the date upon which the owner of the Remainder Tract designates property for an extension of the 50-foot Permanent Right of Way as set forth in paragraph 5 hereof consents to such designation (which consent shall not be unreasonably withheld), at which time such Revertible Access Easement shall terminate and be of no further force or effect.

8. This Consent Inquisition ^{and settlement agreement dated Sept 29, 1953 CR.} shall be filed among the land records of St. Mary's County.

The Property Owner waives his right to a jury trial of this action.

Charles Raley
Judge, Circuit Court for St. Mary's County

Consented to as of this 27 day of September, 1993:

JAMES JUDSON LONG, JR.
James Judson Long, Jr.

F. Michael Harris
F. Michael Harris
Attorney for
James Judson Long, Jr.

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Larry K. Petty
By Larry K. Petty
Director of the St. Mary's County
Metropolitan Commission

Kurt J. Fischer
Kurt J. Fischer
Attorney for the
St. Mary's County
Metropolitan Commission

LIBER 815 PAGE 177

EXHIBIT "A"
 PROPERTY DESCRIPTION
 LANDS OF
 JAMES JUDSON LONG, JR.

ALL THAT CERTAIN tract of land situated in the Fourth Election District of St. Mary's County, Maryland. Said tract being more particularly described as follows.

BEGINNING at a point of the northerly property line of Lot 25, Block I as shown on Plat Six, Section Two of Wicomico Shores Yacht & Country Club, dated March, 1970, and recorded in Liber D&K 8, Folio 47 among the land records of St. Mary's County, said point being South 69 degrees 01 minutes 12 seconds West, a distance of 228.10 feet from the northeast corner of Lot 27, Block I of said Plat Six, Section Two of Wicomico Shores Yacht & Country Club, thence South 69 degrees 01 minutes 12 seconds West, along the northerly line of said Plat Six, Section Two of Wicomico Shores Yacht & Country Club, a distance of 1825.00 feet to a point for corner; thence along a new line crossing lands of the Grantors, the following seven (7) courses and distances: (1) North 20 degrees 53 minutes 48 seconds West, a distance of 1300.00 feet to a point for corner; (2) North 69 degrees 01 minutes 12 seconds East, a distance of 700.00 feet to a point for corner; (3) South 20 degrees 53 minutes 48 seconds East, a distance of 175.00 feet to a point for corner; (4) North 69 degrees 01 minutes 12 seconds East, a distance of 725.00 feet to a point for corner; (5) South 20 degrees 53 minutes 48 seconds East, a distance of 400.00 feet to a point for corner; (6) North 69 degrees 01 minutes 12 seconds East, a distance of 400.00 feet to a point for corner; (7) South 20 degrees 53 minutes 48 seconds East, a distance of 725.00 feet to the point of beginning.

CONTAINING 2,015,625 square feet or 46.272 acres of land.

BEING part of a 284 acre tract of land known as "Middle Farm" as described in the deed to James Judson Long, Jr. from Alice G. Long, dated March 23, 1990 and recorded among the Land Records of St. Mary's County, Maryland in Liber NRB 526 at Folio 072.

Prepared by:
 Beavin Company
 2300 North Charles Street
 Baltimore, Maryland 21218

CONDEMNATION

8906X22-AD

DESCRIPTION OF 50' PERMANENT RIGHT OF WAY
AND 20' REVERTIBLE ACCESS EASEMENTBEVIN COMPANY
March 9, 1993PART OF THE JAMES JUDSON LONG, JR. PROPERTY
LOCATED NEAR BUDD'S CREEK, FOURTH DISTRICT,
ST. MARY'S COUNTY, MD.FOR: ST. MARY'S COUNTY METROPOLITAN
COMMISSION

Commencing for the same at an iron pipe found at the southeasternmost corner of Lot 27 as shown on Plat Six - Section Two Wicomico Shores and recorded among the plat records of St. Mary's County in Plat Book 8 at Folio 47; thence leaving the point of commencement and running with the eastern outline of said Lot 27: N 20°58'48" W - 150.00' to the northeasternmost corner of said Lot 27; thence running with the northern outlines of said Lot 27, Lot 26, and a portion of Lot 25: S 69°01'12" W - 228.10' to the southeasternmost corner of the 46.272 acre tract of land now known as Parcel "A" of the James Judson Long, Jr. Property; thence running with the eastern outline of said Parcel "A": N 20°58'48" W - 367.50' to the centerline of a fifty foot wide permanent right-of-way; thence leaving said eastern outline of Parcel "A" and running with said centerline: S 69°01'12" W - 1.115.00' to the western outline of said fifty foot wide permanent right-of-way and the true Point of Beginning for the herein described twenty foot wide revertible access easement; said twenty foot wide revertible access easement being located ten feet to either side of the herein described centerline.

Thence leaving the point of beginning and running with said centerline 129.59' along the arc of a right circular curve having a radius of 82.50' and a long chord bearing and distance of:

1. N 65°58'48" W - 116.67' to a point of tangency;

Thence leaving said right circular curve and continuing with said centerline along said tangent line;

2. N 20°58'48" W - 37.00' to a point of curvature;

Thence leaving said tangent line and continuing with said centerline 103.67' along the arc of a left circular curve having a radius of 82.50' and a long chord bearing and distance of:

3. N 56°58'48" W - 96.98' to the intersection of the herein described centerline with the approximate center of the existing road known as Coffee Hill Road;

Thence leaving said left circular curve and continuing with said centerline of the herein described twenty foot revertible access easement;

4. Westerly along the center of said existing road known as Coffee Hill Road to the western outline of said Parcel "A".

Being a twenty foot wide easement for access to the residue of the James Judson Long, Jr. property; said easement to remain in affect until 180 days after the date upon which an extension of the above-described permanent right-of-way to the western outline of Parcel "A" is established, at which time such revertible access easement shall terminate and be of no further force or effect.

Being a portion of the conveyance from Alice G. Long to James Judson Long, Jr. by deed dated March 23, 1990 and recorded among the Land Records of St. Mary's County in Liber 526 at Folio 72.

8906X22-AD

LIBERO 815 PAGE 79

BEVIN COMPANY
March 9, 1993

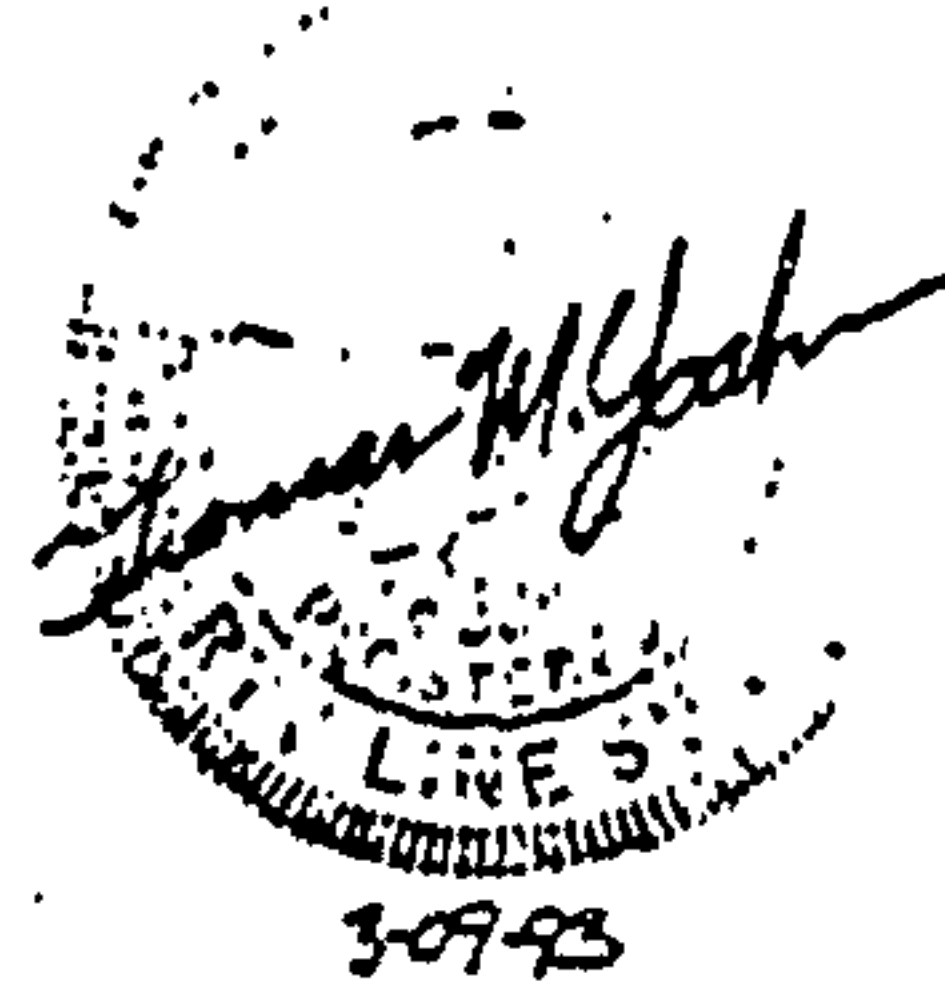
5. S 69°01'12" E - 1.115.00' to said eastern outline of Parcel "A" and said eastern outline of the herein described fifty foot right-of-way;

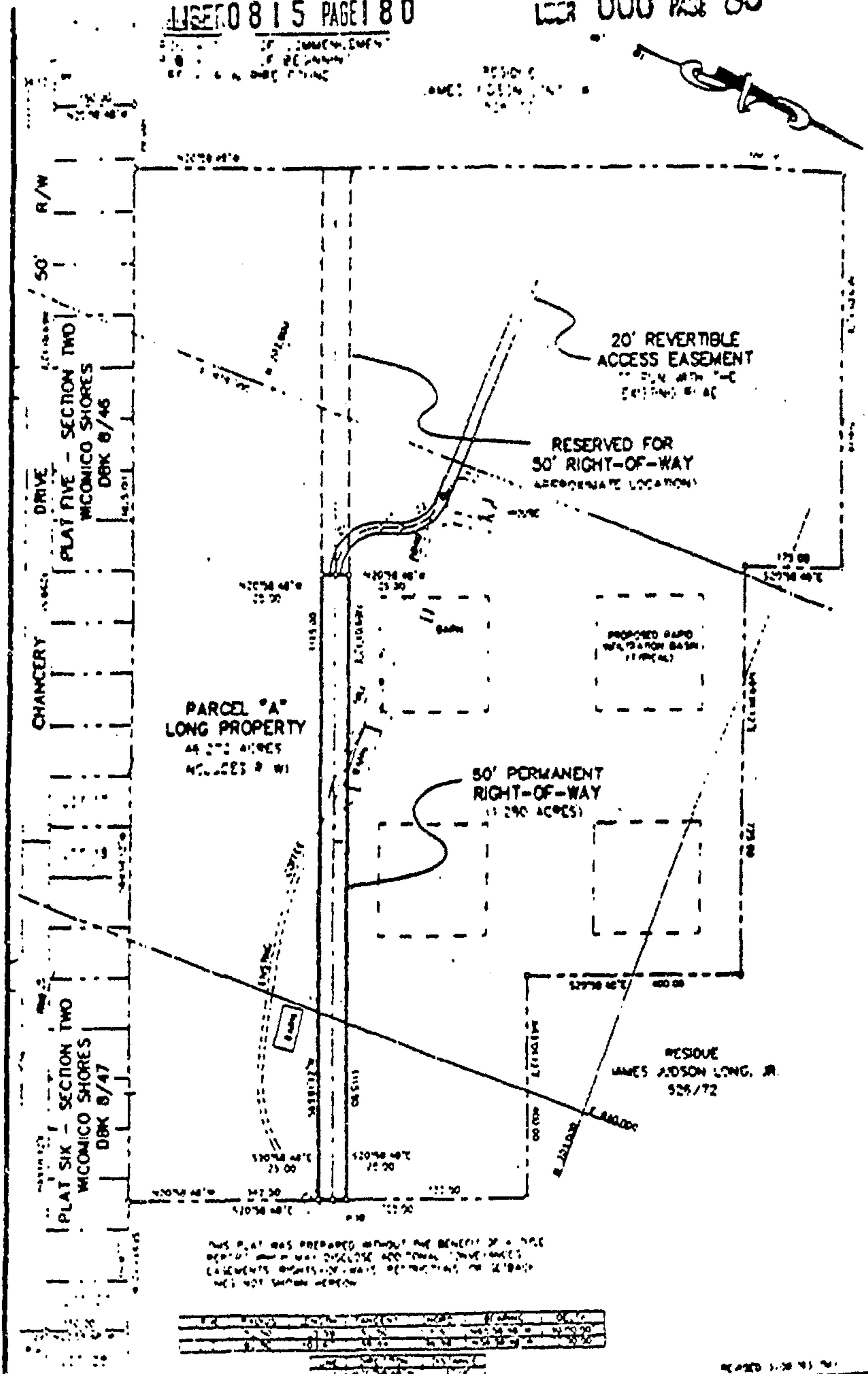
Thence leaving said northern right-of-way line and running with said eastern outline of Parcel "A" and said eastern outline of the herein described fifty foot right-of-way;

6. S 20°58'48" E - 25.00' to the point of beginning.

CONTAINING 1.280 acres, more or less, as described by Bevin Company, Engineers & Surveyors, in March of 1993.

Being a portion of the conveyance from Alice G. Long to James Judson Long, Jr. by deed dated March 23, 1990 and recorded among the Land Records of St. Mary's County in Liber 526 at Folio 72.





THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND DOES NOT DISCLOSE ANY OTHER INTERESTS. EASEMENTS, RIGHTS, OR CLAIMS PERTAINING TO THE SUBJECT ARE NOT SHOWN HEREON.

RIGHT-OF-WAY & EASEMENT PLAT	BEAVIN COMPANY	DATE: 10/11/71
PARCEL "A" - LONG PROPERTY	ENGINEERS-SURVEYORS	SCALE: 1" = 100'
WICOMICO SHORES WASTEWATER TREATMENT FAC	2300 N CHARLES STREET	DRAWN BY: J. J. J.
FOURTH DISTRICT, ST MARYS COUNTY MD	BALTIMORE, MD 21218	PROJECT NO: 815

SETTLEMENT AGREEMENT

This Settlement Agreement is by and between the St. Mary's County Metropolitan Commission (the "Commission") and James Judson Long, Jr. (the "Property Owner").

RECITALS

A. The Commission filed a condemnation action in the Circuit Court for St. Mary's County (captioned St. Mary's County Metropolitan Commission v. James B. Judson Long, Jr., Civil Action No. 92-237) against the Property Owner to acquire certain property located in the Fourth Election District of St. Mary's County and consisting of approximately 46.272 acres (as defined in Second Amended Condemnation Petition filed in such action, the "Subject Property"). The Subject Property is part of a larger 284-acre tract which is owned in fee simple by the Property Owner.

B. By a letter dated September 23, 1993 from the St. Mary's County Attorney (the "County") addressed to and received by the Property Owner, copies of which are attached hereto as Exhibits 1 and 2, the County has acknowledged certain matters regarding (1) the applicability of Section 40.10 of the St. Mary's County Zoning Ordinance to Coffee Hill Road, the public road providing access to the Subject Property, (2) the minimum number of acres in the 284-acre parcel owned by the Property Owner which are within the Critical Area, and (3) the utilization of the Subject Property by the Property Owner for

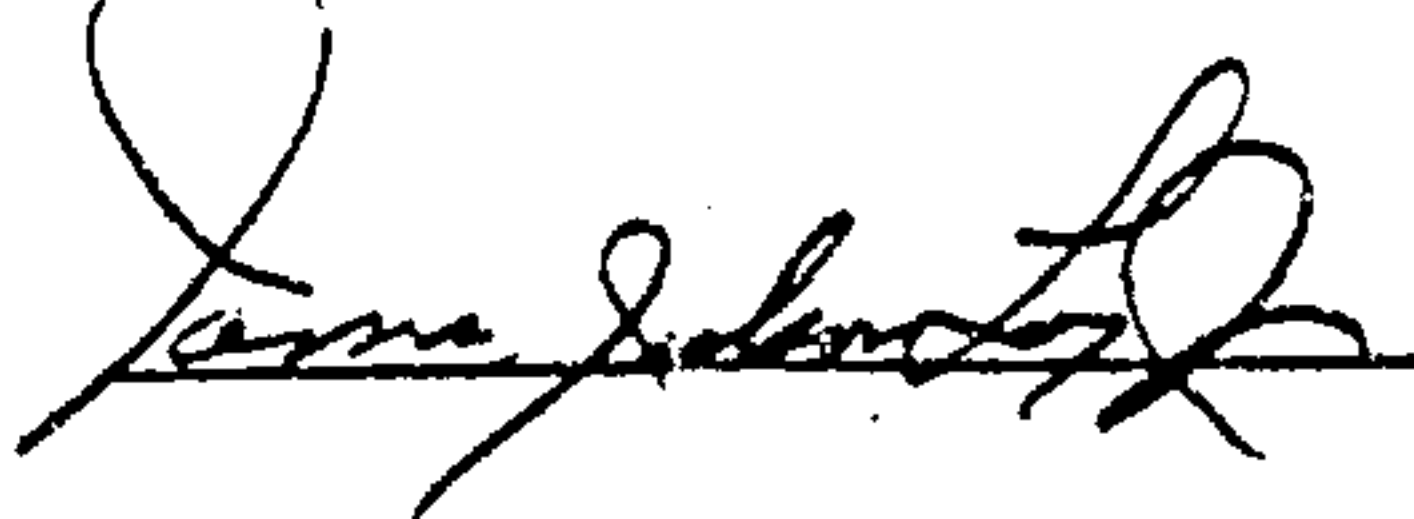
LIBERTY 815 PAGE 82

density calculation under the Critical Area law and the St. Mary's County Zoning Ordinance. Further, by a letter dated September 23, 1993 from the Commission to the Property Owner, the Commission has made certain promises in connection with, among other things, access to the remainder of the Property Owner's parcel from which the Subject Property is being acquired and sewer capacity for lots to be developed on the remainder of the property.

C. The Commission and the Property Owner desire to settle the above-described action on the terms set forth in the Consent Inquisition attached hereto as Exhibit 3.

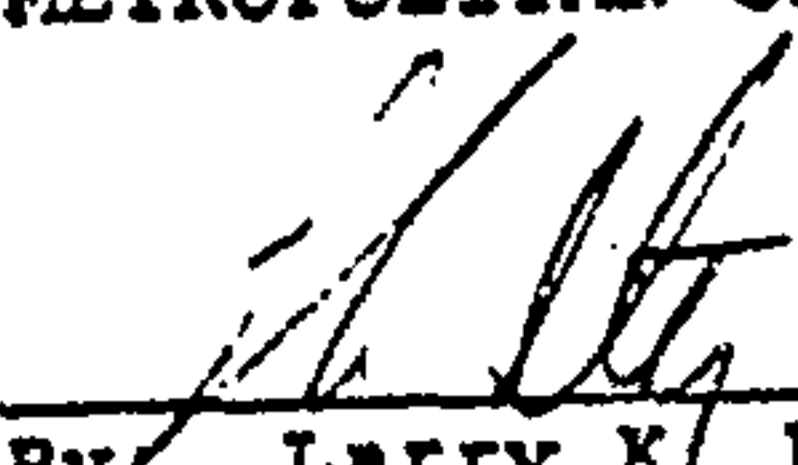
NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth in the Consent Inquisition, and other good and valuable consideration, the County and the Property Owner agree this 27th day of September, 1993 to execute the Consent Inquisition attached hereto as Exhibit 3 conveying the Subject Property to the Commission for the amount of \$225,000, and to present such Consent Inquisition to the Circuit Court for St. Mary's County for entry by the Court and recording in the Land Records of St. Mary's County.

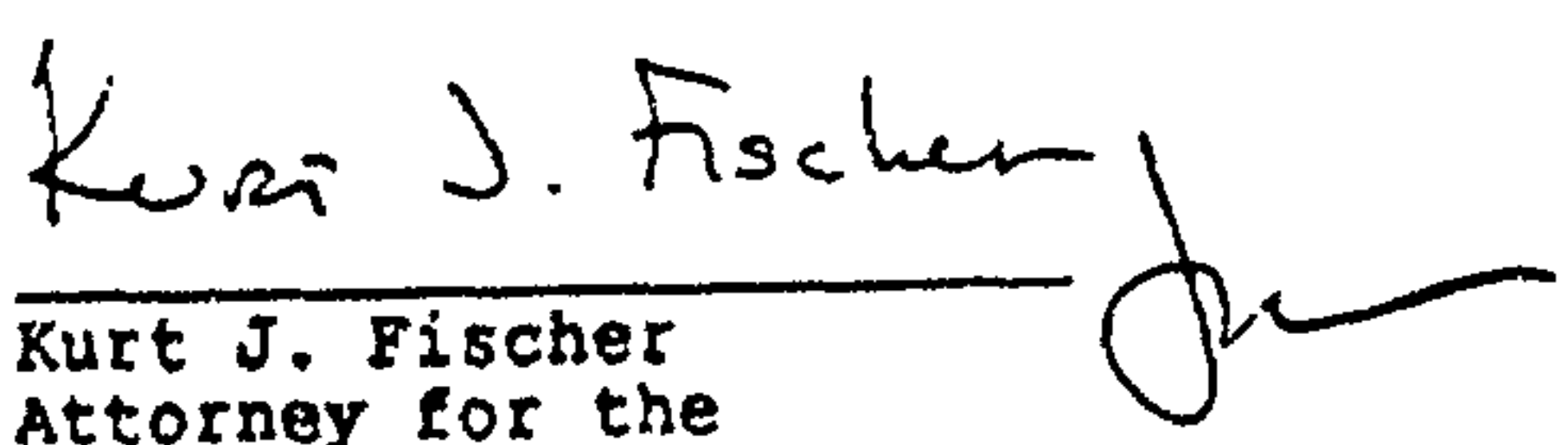
JAMES JUDSON LONG, JR.



F. Michael Harris
Attorney for
James Judson Long, Jr.

ST. MARY'S COUNTY
METROPOLITAN COMMISSION


By: Larry K. Petty
Director of the St. Mary's County
Metropolitan Commission


Kurt J. Fischer
Attorney for the
St. Mary's County
Metropolitan Commission



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ST. MARY'S COUNTY METROPOLITAN COMMISSION

1918 SHANGRI-LA DRIVE, NORTH - LEXINGTON PARK, MARYLAND, 20653 - PHONE: (301) 862-2171

September 23, 1993

Mr. F. Michael Harris, Esquire,
Route 5 - Ragan Building
Suite 1E
P.O. Box 437
Leonardtown, Maryland 20650

Re: St. Mary's County Metropolitan Commission Vs. James J. Long,
Civil Action No. 92-937, in the Circuit Court for St. Mary's
County

Dear Mr. Harris,

Consistent with our efforts to resolve the matter of the acquisition of 46.272 acres of land belonging to Mr. Judson Long, we would agree to the following:

- a. Mr. Long would be entitled to 8 EDU's of sewer capacity in the sewer system currently being constructed within Wicomico Shores provided he pays all of the costs associated with receiving such service. Payment of the debt service charge for such service will not commence until connections to the system are actually made by Mr. Long.
- b. Mr. Long will be afforded opportunity to have input as to the buffering and screening of the rapid infiltration ponds constructed by MetComm.
- c. Mr. Long will be afforded the opportunity to have input into the alignment of the fifty (50) foot right of way to be constructed across the MetComm site, and, if feasible, the alignment will be such that it benefits Mr. Long's property.

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Mr. F. Michael Harris
September 23, 1993
Page 2

- d. In the event we obtain additional access to our site other than that currently provided by a service road across property owned by Wiccmico, Inc., Mr. Long shall be entitled to share such right of access.

Should you have any questions on the above, please do not hesitate to contact me.

Sincerely,


Larry K. Pefty,
Director

**ST. MARY'S COUNTY GOVERNMENT**

DEPARTMENT OF LAW

(301) 475-4602

P.O. BOX 853 • GOVERNMENTAL CENTER • LEONARDTOWN, MARYLAND 20650

September 23, 1993

F. Michael Harris, Esq.
P.O. Box 437
Ragan Building, Suite 1E
Leonardtown, Maryland 20650

Re: St. Mary's County Metropolitan Commission v.
James J. Long, Civil Action No. 92-937, in
the Circuit Court for St. Mary's County

Dear Mr. Harris:

This is written in connection with the St. Mary's County Metropolitan Commission's acquisition of 46.272 acres from your client in this case.

Coffee Hill Road is a 40-foot wide public right-of-way serving your client's property. Section 40.10 of the St. Mary's County Zoning Ordinance is inapplicable to the subdivision of your client's property into eight farmsteads under the Zoning Ordinance as presently constituted. Accordingly, an 8-lot farmstead subdivision of your client's property would not be subject to County road design or construction standards. Further, your client shall not lose the right to subdivide the remainder of his property into a farmstead subdivision as a result of this case.

The remainder of your client's property will be approved as an 8-lot farmstead subdivision if the requirements of State and local law are met. The approval of an 8-lot farmstead subdivision shall include waterfront lots based on one lot per 20 acres within the Chesapeake Bay Critical Area. There are a minimum of 100 acres in the Critical Area on your client's property, and the determination of the total acreage in the Critical Area will ultimately be governed by an accurate survey.

The 46.272 acres being acquired by the St. Mary's County Metropolitan Commission shall be considered as part of your client's remaining property for purposes of calculating the minimum

LIBERO 815 PAGE 87

LCM 006 PAGE 96

F. Michael Harris, Esq.
September 23, 1993
Page 2

lot size for a farmstead lot under the St. Mary's County Zoning Ordinance and for purposes of calculating density under the Critical Area law. Natural Resources Article, 8-1808.1; 38.07 of the St. Mary's County Zoning Ordinance. Accordingly, a farmstead subdivision plat approved for your client's property may have lot sizes less than 15 acres.

Very truly yours,

Joseph R. Densford
JOSEPH R. DENSFORD
County Attorney

cc: Larry Petty
Joseph F. Mitchell, Esq.
Daniel F. Ichniowski, P.E.
Jon R. Grimm

LIBER 834 PAGE 53

1:02PM11/16/93E RECDNG \$0.00

PUBLIC WORKS AGREEMENT

1:02PM11/16/93E RECDEM \$0.00

THIS AGREEMENT by and between the **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, hereinafter the "Commission" and **C. Mackall Ricketts, Elizabeth L. Ricketts, husband and wife, Martel T. Ricketts, and Isobel L. Ricketts, husband and wife**, hereinafter the "Developer".

WHEREAS, the Commission is responsible for all water and sewerage projects in the 2nd Sanitary District, and,

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as **Tax Map 39, Parcels 50 & 102** and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central 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 parts as follows:

FIRST: The Developer has designed the facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer has submitted a statement to be included as Exhibit A of this document, setting forth a proposed phasing for the construction of the facilities and a proposed schedule of completion for said phase or phases, said statement to be subject to the approval of the Commission. The Developer has also submitted 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. The Developer will also submit a copy of the deed proving he/she is the sole

owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer or his Contractor shall furnish a bond or bonds, in the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, it's 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 warrantee period on the complete facilities expires; 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 the Commission the following fees:

Inspection Fees: \$3,925.00 based upon 3% of the Bond or Letter of Credit for Phase I only, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$5,640.00 based upon \$2,820.00 per grinder pump payable at the time a connection permit is issued. This charge reflects the current cost of the grinder pumps.

Debt Service Charge: \$28.02 per month based upon 502 front feet at \$0.67 front foot per year payment beginning at the time capacity allocation is made, Planning Commission Approval or service, whichever occurs first.

Sewer Service Charge: \$24.78 per month based upon \$12.39 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

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 approved and accepted by the Commission.

LITER 0 0 3 4 MICH 5 5

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. Within sixty days after the construction of any phase is completed, a completed set of "As Built" drawings shall be submitted to the Commission.

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 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: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A attached hereto does not in any

way influence or bear upon the rights of the commission as set forth elsewhere in this Agreement.

FOURTEENTH: 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 serve his two lots with sewer service. In the event of other connection to the sewage force main along Rosebank Road, that is after an allocation has been granted to the St. Clements Shores WWTP by the Planning Commission, the Developer will be reimbursed per the following equation:

Ricketts Property Rebate

Rebate per Edu/Connection = ACC/9

ACC = Actual cost of constructing force main along Rosebank Road (Including Construction Contract cost with change orders, consulting, design and inspection fees, St. Mary's County Metropolitan Commission Design Review, permitting and inspection fees, legal costs, and any other agency inspection review or permitting fees applicable to the force main construction. This is to exclude the cost grinder pumps.

9 = Total available connection in force main

No rebates can be collected ten (10) years after the date of this agreement.

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

ATTEST:

Steven King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *J. W. ...*
Chairman

ATTEST:

Margaret Ricketts
Margaret Ricketts

DEVELOPER/PROPERTY OWNERS

By: *C. Mackall Ricketts*
C. Mackall Ricketts

By: *Elizabeth I. Ricketts*
Elizabeth I. Ricketts

Margaret E. Ricketts

By: Martel T. Ricketts
Martel T. Ricketts

Isobel I. Ricketts

By: Isobel I. Ricketts
Isobel I. Ricketts

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 14th day of October, 1993 before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared, Frances P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

STATE OF MARYLAND

COUNTY OF ST. MARY'S

to wit:

I HEREBY CERTIFY that on this 20th day of Sept., 1993 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared C. Mackall Ricketts, Elizabeth I. Ricketts, Martel T. Ricketts, and Isobel I. Ricketts, and that they acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

Margaret E. Ricketts
Notary Public

My Commission Expires: June 17, 1997

006 PAGE 102

LIC270 0 3 4 PAGE 5 8

EXHIBIT A

**STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING**

PROJECT NAME: Ricketts Property Force Main **TOTAL # OF PHASES:** 1
DEVELOPER: C. Mackall Ricketts, Elizabeth I. Ricketts, Martel T. Ricketts, and
Isobel I. Ricketts

PHASE I:
PLAT REF: MRB 3/450 & MRB 3/453 **# LOTS TO BE SERVED:** 2
PROJECTED CONSTRUCTION START DATE: September, 1993
PROJECTED CONSTRUCTION COMPLETION DATE: November, 1993
FACILITIES TO BE CONSTRUCTED: Approximately 5,178 L.F. of 2" HDPE pipe, 10
flushing connections, 2 air release valves, and 190 L.F. of steel casing along with all the
other appropriate appurtenances for a low pressure collection system as shown on plans
prepared by NG&O Engineering, Inc.

COMMISSION PARTICIPATION: None

LIBEL 0 3 4 PAGE 5 9

1:02PM 11/16/93E RECDNG \$0.00

PUBLIC WORKS AGREEMENT

1:02PM 11/16/93E RECDM \$0.00

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

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Whaler's Creek Runn, Section Two and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central water and 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

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covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warranty period on the completed facilities expires; 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 the following fees:

Review Fees: \$ 4875.00 based upon \$ 75.00 per residential lot,
 or EDU and, \$ N/A per commercial lot or EDU payable upon
 execution of this Agreement.

Inspection Fees: \$ 9968.00 based upon 3% of the Bond or Letter of Credit
 payable upon execution of this Agreement. Said amount shall be
 placed in an account by the Commission and shall be drawn upon from
 time to time to reimburse the Commission for the direct and indirect
 cost of said inspection service, and if said cost is less than the
 inspection fee initially collected, the remaining balance shall be
 returned to the Developer or, if the final total inspection cost is more
 than the inspection fee initially collected, the Developer shall pay to
 the Commission the difference.

Connection Charges: \$ 5850.00 based upon \$ 90.00 per connection
 payable upon execution of this Agreement or the time a connection permit is
 issued.

Debt Serve Charge: \$ 791.35 per month based upon 5586
 front feet at \$ 1.70 front foot per year payment beginning
 at the time capacity allocation is made (Planning Commission Approval)
 or service available, whichever occurs first.

Sewer Service Charge: \$ 626.60 per month based upon \$ 9.64
 per month per EDU beginning when service is utilized. This
 Service Charge reflects the currently approved rate and is
 subject to change.

Water Service Charge: \$ 536.25 per month based upon \$ 8.25
 per month per meter and \$ N/A per month per meter beginning when
 service is utilized. This Service Charge reflects the currently approved rate
 and is subject to change.

LM

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots or,
3. The 365th day after the execution of this Agreement or, whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: 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.

LM

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

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

ATTEST:

Thomas J. King
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By [Signature]
Chairman

ATTEST:

[Signature]

DEVELOPER / PROPERTY OWNERS

By R. Millison

By _____

Mortgagor

LIBERO 834 PAGE 63

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:
I HEREBY CERTIFY that on this 13th day of April
1973 before me, a Notary Public in and for the County of St. Mary's aforesaid
personally appeared James P. Egan Chairman of the St.
Mary's County Metropolitan Commission, and on behalf of said Commission did
acknowledge the foregoing instrument to be the act and deed of the St. Mary's
County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



STATE OF Maryland, COUNTY OF St. Mary's, to wit:
I HEREBY CERTIFY that on this 8th day of April
1973 before me, the subscriber, a Notary Public in the county aforesaid, personally
appeared Freddie McLean and that he/she/they acknowledged
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Angela L. Holt
Notary Public

44-5-1-73



LM

LIBERO 834 PAGE: 64

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Whaler's Creek Runn, Section Two TOTAL # OF PHASES: One
DEVELOPER: J. Laurence Millison

PHASE 1

PLAT REF: Tax Map 52, Parcel 77 # EDU's TO BE SERVED: 65
PROJECTED CONSTRUCTION START DATE: April 1, 1993
PROJECTED CONSTRUCTION COMPLETION DATE: April 1, 1994
FACILITIES TO BE CONSTRUCTED*: See attached

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situate and

L.M

ORDER 834 PAGE 65

108 109

1. Water distribution system as shown on the Construction Plans Sheets 1 of 7 through 7 of 7.
2. water storage tank - Bond amount at this time covers only the storage requirements for 65 lots. Prior to issuance of first Connection Permit for Section 2, Phase 1, additional bonding will be required for the construction of an elevated water storage facility for the total development of the Whaler's Creek Runn project (per Agreement, a 250,000 gallon storage facility will be required). The revised Public Works Agreement and bond will be subject to the standard terms and conditions of the original Public Works Agreement for Section 2, Phase 1, Whaler's Creek Runn.

L. M.

LIDE: 0834 PAGE: 66

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 modifications 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

APC
(Initials)

Developer:

LM
(Initials)

EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Whaler's Creek Run, Section Two TOTAL # OF PHASES: One
DEVELOPER: J. Laurence Millison

PHASE 1

PLAT REF: Tax Map 52, Parcel 77 # LOTS TO BE SERVED: 65
PROJECTED CONSTRUCTION START DATE: April 1, 1993
PROJECTED CONSTRUCTION COMPLETION DATE: April 1, 1994
FACILITIES TO BE CONSTRUCTED*: Wastewater collection system as shown on the Construction Plans sheets 1 of 7 thru 7 of 7.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, force mains, sewer house

LM

LIBELD 8 3 4 PAGE 6 8

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: *APC*
(Initials)

Developer: *LM*
(Initials)

SEWER CONNECTION AGREEMENT

THIS AGREEMENT dated this 2nd day of September, 1993, by and between ARTHUR R. AMREIN AND SUSAN B. AMREIN and the ST. MARY'S COUNTY METROPOLITAN COMMISSION shall be deemed for the purpose of effecting timely hook-up and enforcement procedures between the aforementioned property owner and the Metropolitan Commission. This agreement shall become binding on the date of signature.

1:29PH02/28/94A AGRMNT \$0.00

WHEREAS, I, ARTHUR R. AMREIN AND SUSAN B. AMREIN, desire an extension of the deadline to connect to the sewage system provided by the Commission to serve the residence on this property, because of the deadline as prescribed by the Commission in accordance with Section 7 of the Public Local Laws of St. Mary's County, Maryland, and

1:29PH02/28/94A RECDM \$0.00

WHEREAS, in lieu of the Commission immediately taking action to enforce the penalty provisions of Chapter 113-21 of the Public Local Laws of St. Mary's County, Maryland, I, ARTHUR R. AMREIN AND SUSAN B. AMREIN, having all rights and title to said property at 1001 RIVER DRIVE, TALL TIMBERS, do hereby promise to connect the aforesaid residence or structure to the sewer on or before JANUARY 1, 1995. I also agree that should the property fail to be connected by the aforesaid date, without good reason in the opinion of the Commission, the Commission shall be permitted to connect the residence or structure to the public sewer at the expense of the property owner, which expense shall be reimbursed to the Commission with interest equivalent to the Commission late charge together with the accrued service charges, on a monthly basis over a period of time determined reasonable and fair by the Commission. Said debt shall become a lien against the property should the property owner fail to pay the costs as billed. If, however, the septic is in a state of failure, the connection shall be made immediately.

THIS AGREEMENT shall be considered valid and binding and subject to the final approval by the Commission. This agreement is subject to modification by the consent of the parties.

THIS AGREEMENT shall allow for reasonable ingress and egress to provide and connect the aforementioned line. The aforesaid property owner does hereby waive any action against the Metropolitan Commission with regard to employees working within the scope of their employment to construct said lines.

WITNESS:

Arthur R. Amrein
Susan B. Amrein

Arthur R. Amrein 090293
ARTHUR R. AMREIN
Susan B. Amrein
SUSAN B. AMREIN

~~Must pay~~
- Must pay \$500 connection permit
AND get MetComm sewer connection permit.
By Dec. 31st, 1993

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

I HEREBY CERTIFY, That on this 2nd day of September
1993, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared
Arthur R. Amrein and acknowledge the signing to
be his act.

AS WITNESS my hand and notarial seal

Jacquelin Van Dine
Notary Public

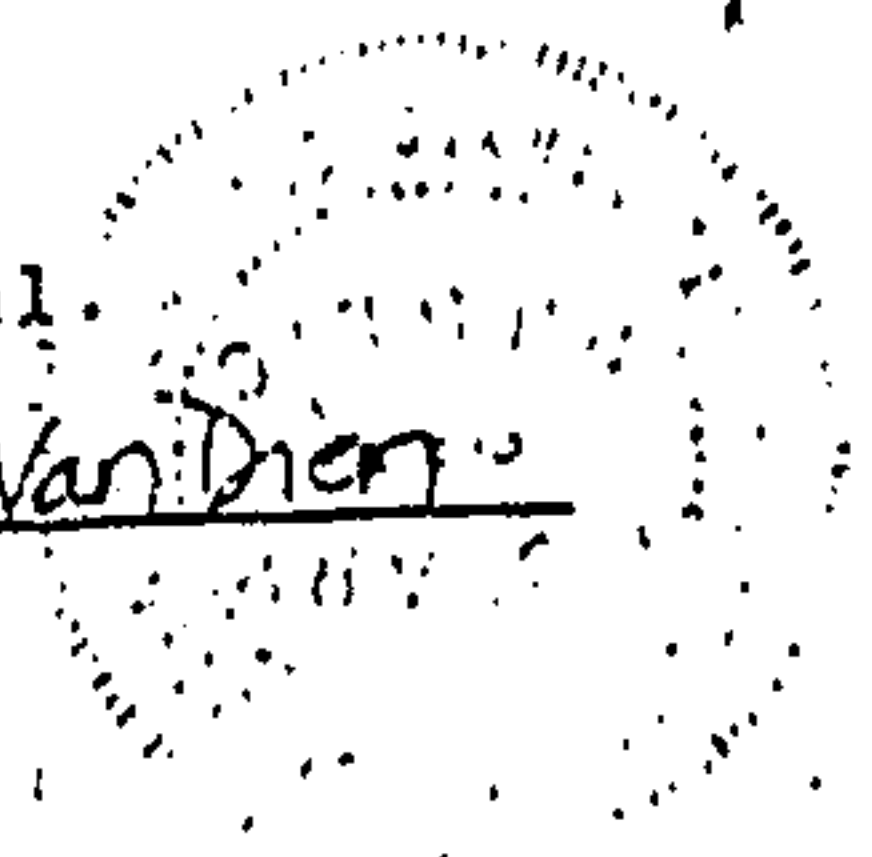
My Commission expires: 3/19/96

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

I HEREBY CERTIFY, That on this 2nd day of September 1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Susan B. Amrein and acknowledge the signing to be her act.

AS WITNESS my hand and notarial seal.

Jacquelyn Van Dierck
Notary Public



My Commission expires: 3/19/96

AMENDMENT TO AGREEMENT

THIS AMENDMENT, made this 8th day of July, 1993, by and between CEDAR COVE MARINA, INC. ("CEDAR COVE"), the ST. MARY'S COUNTY METROPOLITAN COMMISSION (the "COMMISSION"), the BOARD OF COUNTY COMMISSIONERS FOR ST. MARY'S COUNTY (the "COUNTY") and THE DEPARTMENT OF THE ENVIRONMENT (the "DEPARTMENT").

1:29PM02/28/94A AGRMNT \$0.00
1:29PM02/28/94A MECOM \$0.00

WHEREAS, the parties entered into an Agreement dated June 9, 1993 allocating seven (7) Equivalent Dwelling Units (EDU's) to real property owned by CEDAR COVE to serve existing facilities, and


WHEREAS, the parties agree that an apartment at the restaurant building was omitted from the EDU Allocation and wish to amend the Agreement to allocate an EDU for that omitted apartment.

NOW THEREFORE, it is agreed by the parties that the aforesaid Agreement is amended as follows:


- (1) Direct service from the public sewer for eight (8) EDU's shall be permitted, the additional EDU to serve the omitted apartment in the Restaurant/Apartment facility.
- (2) In all other aspects, the original Agreement of June 9, 1993 shall remain unchanged.

Daniel Burns PRESIDENT (SEAL)
CEDAR COVE MARINA, INC.
By: Daniel Burns

Frances P. Egan (SEAL)
ST. MARY'S COUNTY METROPOLITAN COMMISSION
By: Frances P. Egan, Chairman

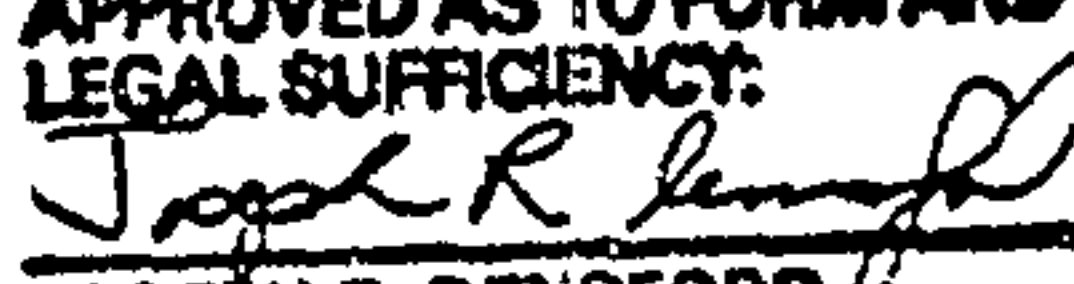


(SEAL)
BOARD OF COUNTY COMMISSIONERS,
ST. MARY'S COUNTY
By: Carl Loffler, President



(SEAL)
DEPARTMENT OF ENVIRONMENT
By: J. L. Hearn, Director
Water Management Administration

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062193 13:08

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


JOSEPH R. DENSFORD
County Attorney

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, executed this 15th day of July, 1993, by and between the ST MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter the "Commission"), CEDAR COVE MARINA, INC., a Maryland Corporation (hereinafter the "Developer") and MARYLAND BANK AND TRUST COMPANY, (hereinafter, the "Lender").

1:29PM02/28/94A PW AGR \$0.00

WITNESSETH

1:29PM02/28/94A MECOM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the fifth (5th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, the Developer is developing certain real property situated within the said Sanitary District of St. Mary's County, Maryland, known and further described as Cedar Cove Marina (the "Property"); and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct central sewage facilities (the "Facilities"), to serve the property; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, by Agreement dated June 9, 1993, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 0789, Folio 75, by and between the Developer, the Commission, the Board of County Commissioners of St. Mary's County and the Maryland Department of the Environment (the "Consent Agreement"), Developer agreed that among other requirements direct service from the public sewer to the Property would be limited to seven (7) Equivalent Dwelling Units (EDU's); and,

WHEREAS, on June 30, 1993, the Consent Agreement was amended to provide for the addition of one (1) additional dwelling unit to be served by the public sewer, by which amendment the total number of units to be served was increased to eight (8); and,

WHEREAS, notwithstanding the foregoing, Developer has agreed to pay Service Charges based upon use of six (6) Residential EDU's and six (6) Commercial EDU's, four of which are to be assigned to cover the discharge from sixty-six (66) boat slips at the marina on the Property; and,

WHEREAS, Lender joins in the execution of these presents to acknowledge the obligations of Developer set forth herein; and,

WHEREAS, the Site Plan for the Property has been submitted to and approved by the Board of County Commissioners of St. Mary's County, Maryland, 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 partes 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments. Including, but not limited to, the Consent Agreement between the Developer, County, Commission and Maryland Department of the Environment.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a legal opinion/certification listing the owner(s) of the property and all parties with and interest in the property, including mortgages, liens, etc.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, in the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the complete facilities expires; 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 the Commission the following fees:

Review Fees:

\$ 210.00 based upon N/A per residential lot, or EDU and, \$ 30.00 per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees:

\$ 2343.00 based upon 3% of the Bond or Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges:

N/A based upon N/A per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Service Charge:

\$ 148.02 per month based upon 6 Commercial EDU's at \$13.09 per EDU per month and 6 Residential EDU's at \$ 11.58 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission Approval or service, whichever occurs first.

Sewer Service Charge:

\$ 192.00 per month based upon \$ 16.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge:

N/A per month based upon N/A per month per meter beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees:

N/A per EDU for development without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

Water Storage Fees:

N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 approved and accepted by the Commission.

SIXTH: The Developer shall construct all 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. Within sixty days after the construction of any phase is completed, a completed set of "As Built" drawings shall be submitted to the Commission.

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: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

NINTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

WITNESS the hands and seals of the parties hereto, this day of 1993.

ATTEST:
COMMISSION


Secretary

ST. MARY'S COUNTY METROPOLITAN

By: 
Chairman

ATTEST:

CEDAR COVE MARINA, INC.

By: Daniel S. Burns

By: AS PRESIDENT

MARYLAND BANK & TRUST COMPANY

By: John J. Dougherty

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of July, 1993, before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Francis P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 8th day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Daniel S. Burns who acknowledged himself to be the President of Cedar Cove Marina, a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 9 day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared John J. [unclear] who acknowledged himself to be the President of Wilmington Bank & Trust Co, a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Margaret A. Adams
Notary Public

My Commission Expires: 8/1/94



EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Cedar Cove Marina

TOTAL # OF PHASES: One

DEVELOPER: Cedar Cove Marina, Inc.

PHASE 1:

PLAT REF: Tax Map 61, Parcel 100

LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: 7/01/93

PROJECTED CONSTRUCTION COMPLETION DATE: 10/01/93

FACILITIES TO BE CONSTRUCTION*: 2,200 LF of 3" PVC pipe, 940 L.F. of 8" PVC, 160 L.F. of 6" PVC pipe, a jack and bore under Md. Rt. 249, 2 manholes and all appropriate appurtenances for a collection system, also a wastewater pumping station is to be built; all facilities are to be privately owned.

COMMISSION PARTICIPATION: None

*The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meter, 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, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____

(Initials)

Developer: _____

(Initials)

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, executed this 15th day of July, 1993, by and between the ST MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter the "Commission"), CEDAR COVE MARINA, INC., a Maryland Corporation (hereinafter the "Developer") and MARYLAND BANK AND TRUST COMPANY, (hereinafter, the "Lender").

1:29PM02/28/94A PW AGR \$0.00

WITNESSETH

1:29PM02/28/94A MCDM \$0.00

WHEREAS, the Commission is responsible for all water and sewerage projects in the fifth (5th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, the Developer is developing certain real property situated within the said Sanitary District of St. Mary's County, Maryland, known and further described as Cedar Cove Marina (the "Property"); and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct central sewage facilities (the "Facilities"), to serve the property; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, by Agreement dated June 9, 1993, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 0789, Folio 75, by and between the Developer, the Commission, the Board of County Commissioners of St. Mary's County and the Maryland Department of the Environment (the "Consent Agreement"), Developer agreed that among other requirements direct service from the public sewer to the Property would be limited to seven (7) Equivalent Dwelling Units (EDU's); and,

WHEREAS, on June 30, 1993, the Consent Agreement was amended to provide for the addition of one (1) additional dwelling unit to be served by the public sewer, by which amendment the total number of units to be served was increased to eight (8); and,

WHEREAS, notwithstanding the foregoing, Developer has agreed to pay Service Charges based upon use of six (6) Residential EDU's and six (6) Commercial EDU's, four of which are to be assigned to cover the discharge from sixty-six (66) boat slips at the marina on the Property; and,

WHEREAS, Lender joins in the execution of these presents to acknowledge the obligations of Developer set forth herein; and,

WHEREAS, the Site Plan for the Property has been submitted to and approved by the Board of County Commissioners of St. Mary's County, Maryland, 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 partes 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments. Including, but not limited to, the Consent Agreement between the Developer, County, Commission and Maryland Department of the Environment.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a legal opinion/certification listing the owner(s) of the property and all parties with and interest in the property, including mortgages, liens, etc.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, in the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the complete facilities expires; 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 the Commission the following fees:

Review Fees:

\$ 210.00 based upon N/A per residential lot, or EDU and, \$ 30.00 per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees:

\$ 2343.00 based upon 3% of the Bond or Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges:

N/A based upon N/A per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Service Charge:

\$ 148.02 per month based upon 6 Commercial EDU's at \$13.09 per EDU per month and 6 Residential EDU's at \$ 11.58 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission Approval or service, whichever occurs first.

Sewer Service Charge:

\$ 192.00 per month based upon \$ 16.00 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge:

N/A per month based upon N/A per month per meter beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees:

N/A per EDU for development without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

Water Storage Fees:

N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 approved and accepted by the Commission.

SIXTH: The Developer shall construct all 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. Within sixty days after the construction of any phase is completed, a completed set of "As Built" drawings shall be submitted to the Commission.

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: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

NINTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

WITNESS the hands and seals of the parties hereto, this day of 1993.

ATTEST:
COMMISSION


Secretary

ST. MARY'S COUNTY METROPOLITAN

By: 
Chairman

ATTEST:

CEDAR COVE MARINA, INC.

By: Daniel S. Burns

By: AS PRESIDENT

MARYLAND BANK & TRUST COMPANY

By: John J. Dougherty

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of July, 1993 before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Frances P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 8th day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Daniel S. Burns who acknowledged himself to be the President of Cedar Cove Marina, a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 9th day of July, 1993 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared John T. Dougherty who acknowledged himself to be the President of Wingback Builders Fund Co, a Maryland Corporation, and that he, as such officer being authorized so to do, duly executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Margaret A Adams
Notary Public

My Commission Expires: 8/1/94



EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Cedar Cove Marina

TOTAL # OF PHASES: One

DEVELOPER: Cedar Cove Marina, Inc.

PHASE 1:

PLAT REF: Tax Map 61, Parcel 100

LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: 7/01/93

PROJECTED CONSTRUCTION COMPLETION DATE: 10/01/93

FACILITIES TO BE CONSTRUCTION*: 2,200 LF of 3" PVC pipe, 940 L.F. of 8" PVC, 160 L.F. of 6" PVC pipe, a jack and bore under Md. Rt. 249, 2 manholes and all appropriate appurtenances for a collection system, also a wastewater pumping station is to be built; all facilities are to be privately owned.

COMMISSION PARTICIPATION: None

*The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meter, 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, force mains, sewer house service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____

(Initials)

Developer: _____

(Initials)

RIGHT-OF-WAY EASEMENT

THIS DEED, made this 9th day of February 1994, by and between, St. Mary's County Metropolitan Commission, the undersigned, hereinafter called Grantor, and The Chesapeake and Potomac Telephone Company, hereinafter called Grantee.

WITNESSETH, that in consideration of the sum of \$ 1.00 and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does grant and convey unto the Grantee, its associated and allied companies, and their respective successors, assigns and licensees, a Right-Of-Way Easement to construct, operate, maintain, modify, replace and remove telecommunication and electric systems, including the necessary poles, braces, anchors and guys, conduit, manholes, cables, wires and fixtures upon, under over and through the property of the undersigned located in the Ninth Election District of St. Mary's County, Maryland, said easement area, being more specifically described as follows:

3:28PM02/28/94A RT/WAY \$16.00

3:28PM02/28/94A SURCHG \$2.00

In accordance with 'Attachment A' (description of right-of-way) and 'Attachment B' (easement plat).

Being part of a parcel of ground which by Deed dated July 1, 1992 and recorded among the Land Records of St. Mary's County, Maryland in Liber EWA 802, Folio 16 was granted and conveyed by Charles Reginald Adams to St. Mary's County Metropolitan Commission.

3:28PM02/28/94A MECOM \$16.00

Together with the right of ingress and egress to said systems at all times, and the right to trim, top, or cut trees adjacent to said lines sufficiently for the safe and proper operation and maintenance thereof. And together with the right to maintain said parcel of land at all times in such manner as in Grantee's determination appears necessary.

The Grantee shall install a minimum of 5 - 3 gallon evergreen shrubs as shown on 'Attachment B'. The Grantee shall maintain 100 percent survival of the shrubs for one year from the date which they are installed.

The Grantees agree to repair or pay for all damage to crops, lawns, fields, fences, driveways and walkways arising from the construction and maintenance of the aforesaid systems, except where such damage is not attributable to the actions of the Grantee, its employees or agents, or its successors or assigns or the employees or agents thereof.

And the Grantor and Grantee for themselves and their respective successors, assigns, and licensees, mutually agree that the granting of this easement does not convey any interest in or to any mineral rights.

IN WITNESS WHEREOF, the undersigned hereunto set their hand and seal.

WITNESS

[Signature]
[Signature]

[Signature] (SEAL)
Metropolitan Commission
[Signature] (SEAL)
C&P Telephone Company
____ (SEAL)

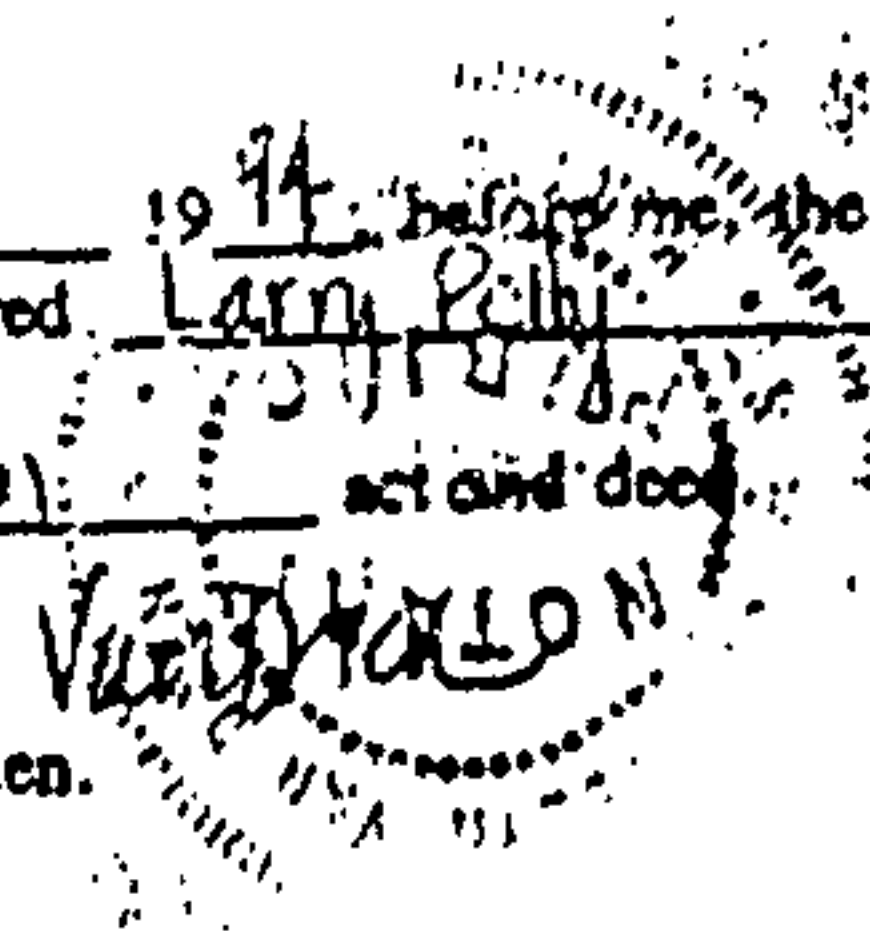
STATE OF MARYLAND
COUNTY OF

) TO WIT:
)

I HEREBY CERTIFY that on this 4th day of February 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Larni Palko

and acknowledged the above instrument to be his own act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



My Commission Expires 3/19/96 Central Office Name _____
Right-Of-Way Easement No. _____ Central Office _____
Work Order No. _____ Location Code No. _____

RETURN TO:
NAME: NCIAS ENGINEERING, INC
ADDRESS: P.O. Box 643
LEONARDTOWN, MD 20650

ATTACHMENT A

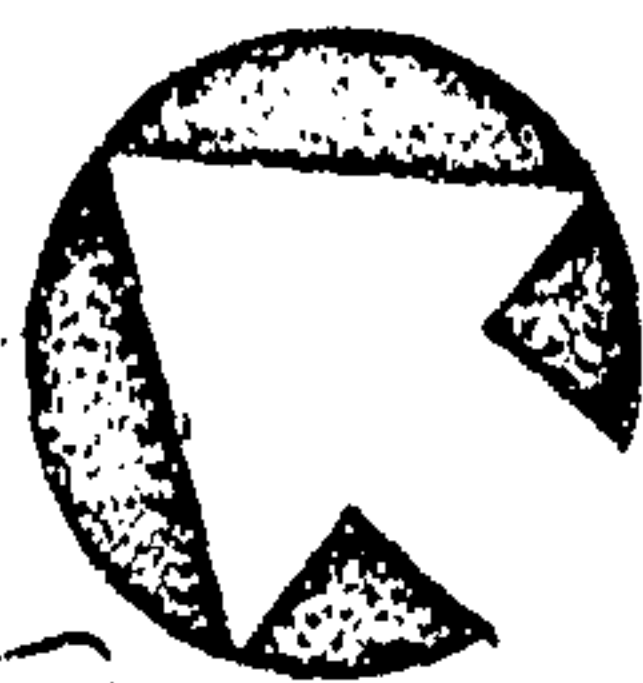
Deed Description of a 430 Square Foot Parcel of Land
Ninth Election District, St. Mary's County, Maryland
For: The Chesapeake and Potomac Telephone Company

Beginning for the same at a point on the northeasterly side of a 40 foot right-of-way of Maryland Route 249 leading from Piney Point onto St. Georges Island, said point being further described as being the southern most corner of the lands of the grantor herein, thence leaving said point so fixed and running with the aforementioned 40 foot right-of-way.

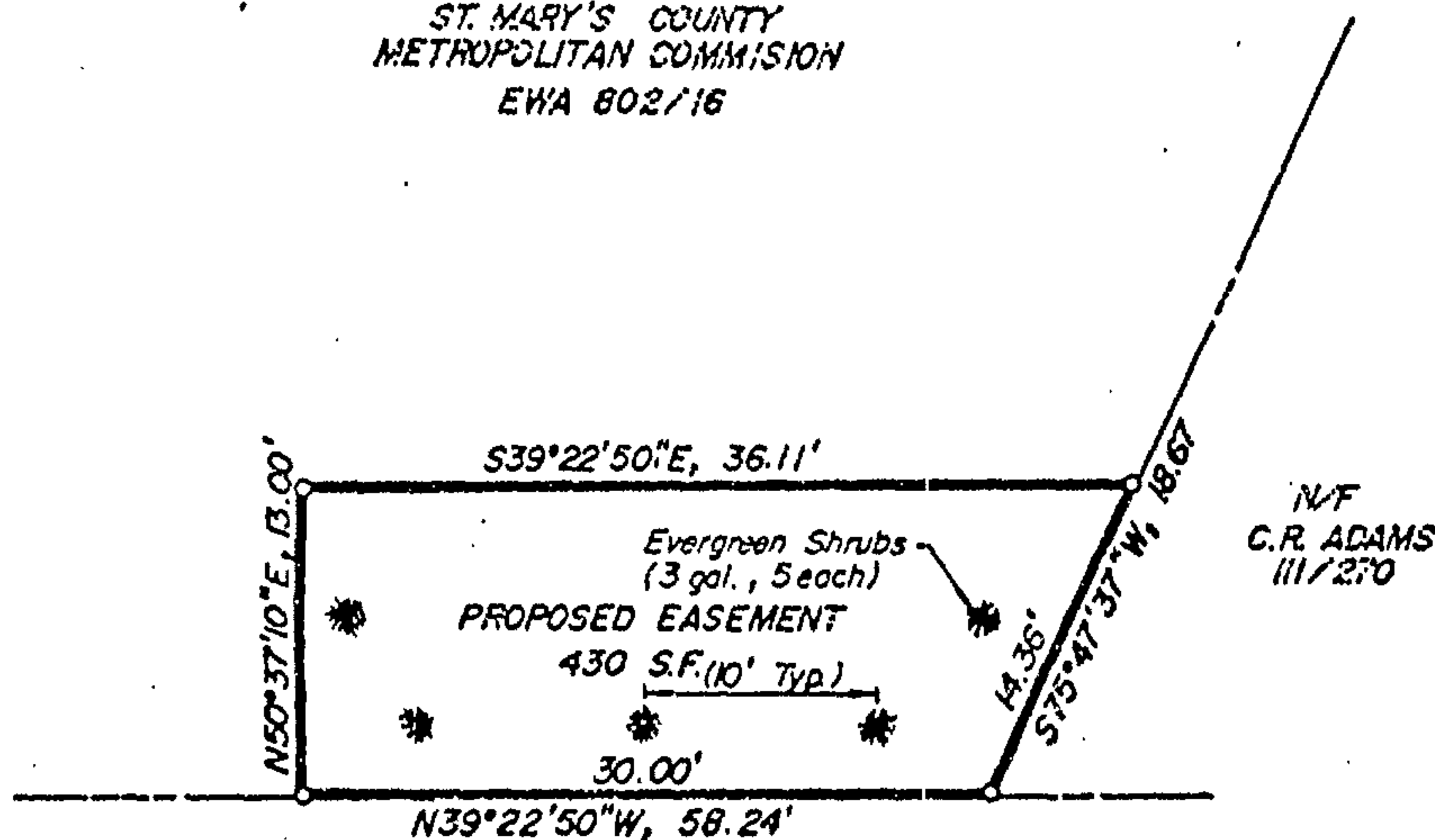
1. N 39° 22' 50" W 30.00 feet to a point; thence leaving said right-of-way and running through the lands of the grantor herein the following two courses and distances;
2. N 50° 37' 10" E 13.00 feet to a point;
3. N 39° 22' 50" E 36.11 feet to a point on the northerly side of the main private road (12 feet more or less) leading from Maryland Route 249 to the land of Reginald Adams, thence running with said private road;
4. S 75° 47' 37" W 14.36 feet to the point of beginning.

Containing 430 square feet more or less.

Subject to any and all easements and/or rights-of-ways of record.




N/F
ST. MARY'S COUNTY
METROPOLITAN COMMISSION
EWA 802/16



MARYLAND STATE ROUTE 249
(40' R/W)

T.M. 69 GR. 8 P/O PCL. 14

EASEMENT PLAT

PART OF LIBER EWA 802, FOLIO 16 NINETH ELECTION DISTRICT ST. MARY'S COUNTY, MARYLAND		
SCALE: 1" = 10'	DATE: NOVEMBER 1993	DRAWN BY: CJH
PREPARED FOR: C&P TELEPHONE CO.		CONTRACT NUMBER: 93-NSO-1352
 Norris • Gass & Ocker Engineering, Inc. 329 Washington Street, Leonardtown, Maryland 20650 (301) 475-8700 FAX: (301) 475-8705		

ATTACHMENT R

AMENDED PUBLIC WORKS AGREEMENT

3:01PM01/18/948 RECORD 50.00

WILDEWOOD DEVELOPMENT

3:01PM04/18/948 RECORD 10.00

THIS AGREEMENT, by and between ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate hereinafter "COMMISSION," and PARAGON BUILDERS, INCORPORATED, a body corporate of the State of Maryland and WILDEWOOD BUILDERS, INC., a body corporate of the State of Maryland, hereinafter "DEVELOPER."

WHEREAS, the County Commissioners by Planned Unit Development Amendment dated June 25, 1991, classified the residential property of Wildewood to accommodate a density of 4.28 dwelling units per acre or a total of 3792 dwelling units and certain Commercial uses based on a long-term build-out of this project between now and the year 2050 and at the same time approved the Development Plan for the project, which was reviewed and approved by this Commission; and

WHEREAS, in order to do the long-term planning of infrastructure including, but not limited to, roads, water and sewer, sewage treatment allocation commitments and agreements as to water requirements are necessary to insure the financial integrity of the proposed development as well as to facilitate governmental planning for and implementation of public facilities; and

WHEREAS, the Commission and Paragon Builders, Inc. on June 30, 1980 entered into a Public Works Agreement as recorded at Metropolitan Commission Book 002, page 01; and

WHEREAS, the parties, pursuant to Paragraph 15 of the aforementioned Public Works Agreement, now wish to provide for the

ongoing allocation of equivalent dwelling units for both water and sewer, including residential, commercial and industrial units within the Planned Community of Wildewood as approved by the County Commissioners of St. Mary's County on November 15, 1978 and as amended in 1986 and in 1991, all properties hereinafter conceptually referred to as "Wildewood" and for such further amendments and additions to Wildewood as may be approved by the County Commissioners on their successors in the future.

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

1. DEVELOPER shall design and submit to the COMMISSION plans and specifications of the facilities to be constructed by the DEVELOPER, all in accordance with the Development Plan and any applicable St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County, and any other applicable rules, regulations, directives, or special instructions including, but not limited to, industrial treatment standards issued by the COMMISSION or by State and Federal Governments through their respective agencies.

2. The aforesaid Development Plan shall govern construction of the facilities as to capacities of the various system components subject to approved modifications and finalized site plan approval provided, however, that should DEVELOPER increase requirements for water or sewer service, or both, then such increased requirements shall govern and all plans, specifications and construction must

accommodate the changed requirements, all at the sole expense of the DEVELOPER. If the COMMISSION requires changes in the sizes of lines or the capacities of various components of the system over and above those indicated in the schematics as approved, then it is understood and agreed that the COMMISSION shall bear any increased cost of such changes insofar as the changes result in any demonstratable increase over and above the costs of the originally approved facilities. The DEVELOPER agrees to make available, upon request by the COMMISSION, all cost information relating to any such changes which may result in increased costs.

3. The COMMISSION shall, within a reasonable time, review and act upon site development plans submitted to it by the DEVELOPER covering the facilities to be constructed from time to time under this Agreement. Upon review and approval by the COMMISSION and the applicable State agencies of final plans and specifications referred to in Paragraph 1 above, the COMMISSION shall issue a permit for the construction of the facilities covered thereby and the DEVELOPER may thereafter begin construction of the facilities as approved.

4. The DEVELOPER shall submit an itemized engineer's estimate of the total cost to complete the facilities for each phase of construction as it occurs, such estimates also being subject to the approval of the COMMISSION and, as each segment of the facilities are completed and approved, the DEVELOPER shall submit a statement of the actual cost to construct the same. The DEVELOPER will pay an inspection charge which shall be

based upon 3% of the engineer's estimate payable upon submission, said amount to be placed in an account by the COMMISSION and shall be drawn upon from time to time to reimburse the COMMISSION for the reasonable direct and indirect cost of said inspection services, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the DEVELOPER or, if the total Inspection cost is more than the Inspection Charge initially collected, the DEVELOPER shall pay to the COMMISSION the difference.

5. The DEVELOPER shall pay to the COMMISSION the applicable fees, charges and assessments currently in effect and established by the COMMISSION from time to time on the due date or dates thereof, including review fees, connection charges, tap fees, ready-to-serve charges and service charges as and when incurred.

6. The DEVELOPER shall construct the facilities in accordance with plans and specifications, and any amendments thereto, submitted to and approved by the COMMISSION from time to time. Construction of the facilities by the DEVELOPER shall not be commenced prior to the time the COMMISSION and other applicable agencies shall have approved plans and specifications for same and the DEVELOPER has applied for and received from the COMMISSION a permit authorizing such construction.

7. 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.

8. In accordance with applicable Resolutions adopted by the County Commissions of St. Mary's County and as provided in Chapter 113 of the Code of Public Local Laws of St. Mary's County, the DEVELOPER, as and when requested so to do by the COMMISSION, agrees to convey free of liens all of the facilities, or any part thereof, with appropriate site or sites, easements and right-of-way, to the COMMISSION for the nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as are requested by the COMMISSION in connection with the conveyance or conveyances. DEVELOPER will dedicate or otherwise provide the COMMISSION express easements for the benefit of the COMMISSION for access, operations, and maintenance of all COMMISSION facilities. Pumping station sites will be conveyed to the COMMISSION at the time of conveyancing plat approval of a lot or unit utilizing the facility.

9. No premises within the project to be connected to the facilities shall be occupied or used, whether or not sold by the DEVELOPER to others, unless and until such time as the facilities have been completed in accordance with the approved plans and specifications, have been inspected and approved by the COMMISSION, and the DEVELOPER so notified in writing by the COMMISSION, or by issuance of a certificate of occupancy, provided, however, that to the extent controlled by the COMMISSION, nothing herein contained shall preclude use by the DEVELOPER of any such premises for storage, sales, display, or other purposes not requiring any occupancy permit. It is understood and agreed that the DEVELOPER shall, in writing, notify the COMMISSION when all facilities

covered by a construction permit have been completed; that the COMMISSION, within thirty (30) days from the receipt of said notice shall, likewise in writing, either approve said facilities or reject the same, specifying the reasons for such rejection. Upon any rejection of said facilities, the DEVELOPER shall immediately proceed to correct any deficiencies, again notifying the COMMISSION upon completion, and the foregoing provisions shall again be followed by the parties.

10. The facilities heretofore constructed in Wildewood pursuant to all former Public Works Agreements including, but not limited to, the water storage facilities have been or are hereby approved and accepted by the COMMISSION as having been constructed in accordance with final plans and specifications. This Amended Public Works Agreement does not supersede the Public Works Agreement dated the 27th day of April, 1988, for the Wildewood Center and any other Public Works Agreement for a particular section of Wildewood.

11. It is further understood and agreed between the parties that:

(a) Subject to the provisions of Paragraph 2, the facilities to be constructed by the DEVELOPER under this Public Works Agreement, as well as those constructed under previous Public Works Agreements, have been and will be designed and constructed with capacity levels intended only to meet sewer and water supply requirements of Wildewood.

(b) Therefore, the COMMISSION, after assuming ownership

and/or operation of the facilities, or any part of them, agrees not to modify or remove the facilities (except normal maintenance and facility replacements) or to connect other users to said facilities unless and until it has enlarged or augmented the capacity of such facilities to the extent necessary to replace any water or sewer capacity that may be lost to Wildewood as a result of such modification, removal, connection or connections. Any additional capacity needed because of the connection of others by the COMMISSION shall be constructed at the sole expense of the COMMISSION.

(c) The COMMISSION will approve connection permits for water facilities designed, constructed and approved in accordance with this Agreement, previous Public Works Agreements, and Exhibit A herein, for a minimum of 1655 Equivalent Dwelling Units (E.D.U.'s). Expansion beyond 1655 E.D.U.'s shall be designed in accordance with Exhibit A or such lower figure as may be established by agreement or applicable regulation.

(d) The normal allocation of E.D.U.'s for sewer will be made throughout the development of the project by the approval of a site development plan by the Planning Commission in accordance with the approved Development Plan for Wildewood, said Development Plan being made a part hereof by reference. This approval shall not require the execution of a new Public Works Agreement, it being the intent of the parties that this Agreement shall remain in effect unless modified by mutual agreement of the parties. For the purpose of this Agreement, sewerage treatment facility allocations

and the design of the facilities related thereto shall be in accordance with Exhibit A hereto, or such lower figure as may be established by agreement or applicable regulation.

(e) DEVELOPER shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the COMMISSION. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

(f) The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

(i) Failure of DEVELOPER to construct the Facilities in accordance with the approved plans and specification approved by the COMMISSION, as set forth herein.

(ii) Failure of DEVELOPER to provide a complete set of as built drawings for completed facilities within six (6) months of completion of activities within the Development Envelope. The parties will meet semi-annually to review ongoing activities within the project.

(iii) Failure of DEVELOPER to maintain any required bond for the period of construction and warranty of the Facilities. Construction of "off-site facilities" shall be bonded at 110% of their estimated cost. "Off-site facilities" shall be construed to mean utility lines, appurtenances, and pumping stations which are needed to connect subdivisions to and/or provide service for the

main infrastructure system of Wildewood. The bond amount shall be reduced to 10% of its original value upon completion of the construction for which the bond was based. This 10% Warranty Bond shall remain in place for a period of one year after the completion and acceptance of the construction in question.

Bonding requirements shall be terminated at a point where site specific infrastructure is being constructed within the boundaries of a subdivision or development envelope where lots and/or units are being sold. The site specific infrastructure in question shall be in place, inspected, and accepted before Metcom issues a certificate of occupancy for the lots and/or units being serviced by this infrastructure.

A \$10,000 "General Floating Maintenance Bond" shall be issued to Metcom to cover maintenance and warranty issues concerning the site specific infrastructure. This bond is provided in place of full value bonding requirements of site specific infrastructure.

This bond shall remain in effect as long as infrastructure is being constructed within the boundaries of areas where lots and/or units are being sold and infrastructure construction does not remain dormant for a period exceeding one year. If infrastructure construction does desist for a period greater than one year, Wildewood may request Metcom to relinquish the "General Floating Maintenance Bond."

(iv) Failure of DEVELOPER to prosecute work according to standard specifications.

(v) Failure of DEVELOPER to respond to requests to

honor warranties within a reasonable time schedule as established by the COMMISSION.

(vi) Failure of DEVELOPER to perform any of the terms and conditions of this Agreement.

The parties hereto acknowledge and agree that in an event of Default the COMMISSION may take any or all of the following actions:

- (i) Notify DEVELOPER to Stop Work.
- (ii) Demand that DEVELOPER vacate COMMISSION Property
- (iii) Notify DEVELOPER of intention to call any applicable bond or letter of credit.

Although the COMMISSION may, in its sole discretion and for the benefit of the project, give DEVELOPER a reasonable period to cure an event of Default, the failure of DEVELOPER to cure Default during such cure period shall in itself constitute an event of Default and forbearance by the COMMISSION shall not constitute a waiver of its rights to declare a subsequent Default.

This Agreement shall be binding upon 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 8th
day of April, 1994.

LIBER 0885 PAGE 408

ATTEST:

[Signature]

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

BY: [Signature] (SEAL)

PARAGON BUILDERS, INCORPORATED

Michelle R. Devia

BY: [Signature] (SEAL)
Edmund W. Wettengel, President

WILDEWOOD BUILDERS, INC.

Michelle R. Devia

BY: [Signature] (SEAL)
Edmund W. Wettengel, President

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

I HEREBY CERTIFY, that on this 8th day of April,
1994, before me, the subscriber, a Notary Public of the State and
County aforesaid, personally appeared Frances P. Edgall who
acknowledged himself to be the 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 said COMMISSION by himself as Chairman.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public
my commission
Expires 2/1/96.

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

I HEREBY CERTIFY, that on this 22 day of March, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EDMUND W. WETTENGEL, who acknowledged himself to be the President of PARAGON BUILDERS, INCORPORATED AND President of WILDEWOOD BUILDERS, INC., Maryland Corporations, 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 said Corporations by himself as President.

WITNESS my hand and Notarial Seal.

Michelle L. Sever
Notary Public

My Commission Expires: 8.24.97

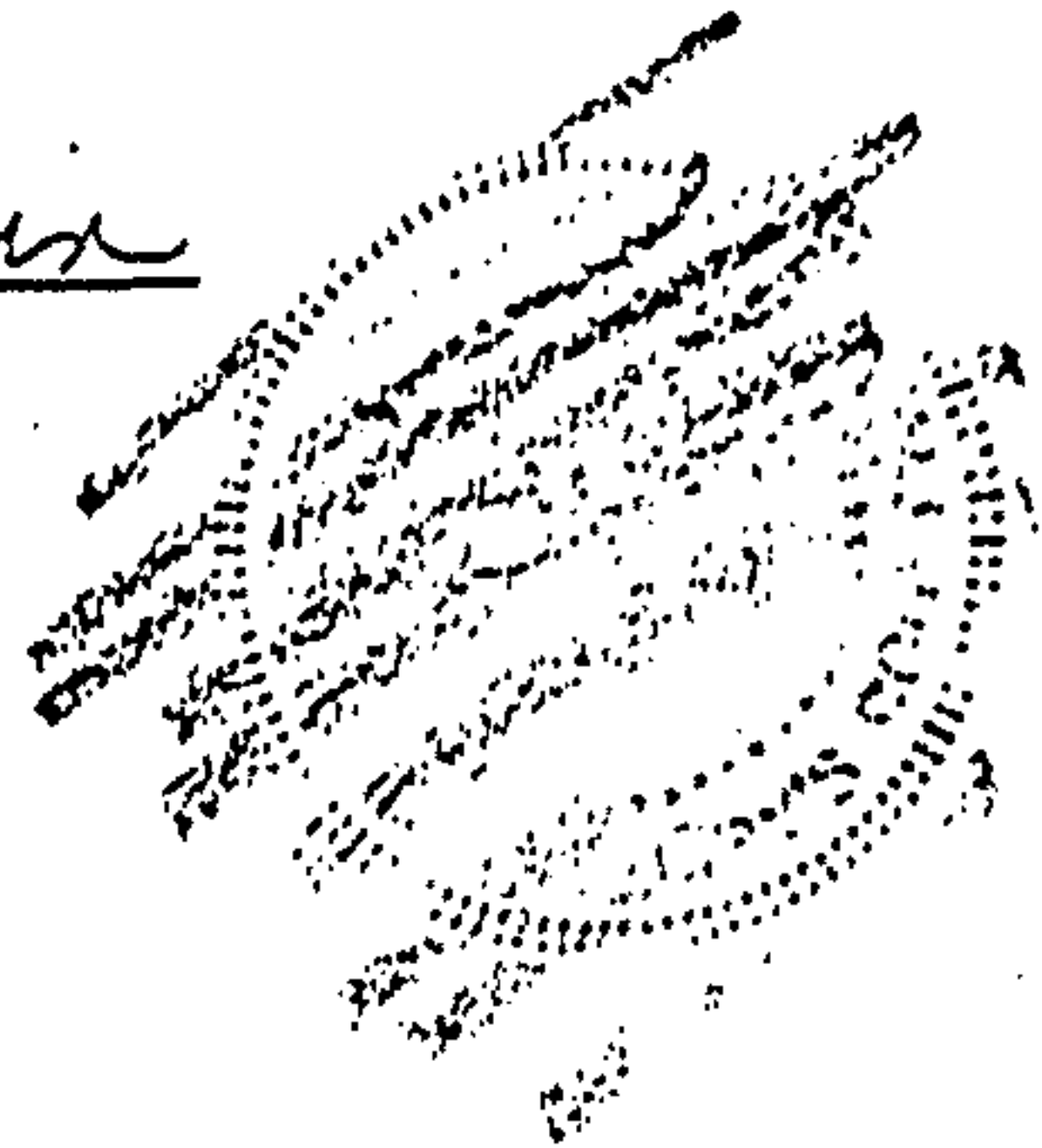


Exhibit A

WATER SYSTEM

LICERO 885 PAGE 410

Existing Infrastructure:

- 200 000 gallon elevated storage
- 30 000 gallon ground storage
- 2 - 6 000 gallon hydroneumatic tanks converted to series
- 2 - 250 gpm injection pumps
- 8" production well @ 100 gpm with pump house and all related operating equipment and appurtenances
- 6" production well @ 100 gpm with pump house and all related operating equipment and appurtenances
- all distribution system components (i.e. mains, appurtenances)

Infrastructure Under Construction:

- 8" production well @ 400 gpm with pump house and all related operating equipment, appurtenances and backup power supply
- all necessary distribution system components (i.e. mains, appurtenances)

Equivalent Dwelling Unit (EDU) allocations:

1 EDU = 1 residential unit = 20 employees or an amount of square foot commercial/industrial space to be determined at the time the specific allocation is made (current average is 5000 sf)

Design Flow Criteria:

Annual Average Day:
1 residential unit = 290 gpd
Commercial/Industrial space = 0.1 gpd/sf
Annual Maximum Day Peaking Factor (residential): = 1.8

Total EDU's supported by the existing and under construction water system infrastructure is 1655 (this is an expansion over the existing system of 655 EDU's).

SEWER SYSTEM

Existing Infrastructure:

- Lift Station #1 (@ Laurel Hill) = 704 gpm (supports 1230 single-family EDU's) with pump house, 60 KW standby generator, automatic transfer switch, and all related operating equipment
- Lift Station #2 removed from service, flow converted to gravity
- Lift Station #3 (@ Aspen Lane) = 230 gpm (supports 401 single-family EDU's) with pump house, 25 KW standby generator, automatic transfer switch, and all related operating equipment
- Lift Station #4 (@ Wildewood Parkway & Redwood Lane) = 180 gpm (supports 314 single-family EDU's) with pump house, 25 KW standby generator, automatic transfer switch, and all related operating equipment
- All force mains and collection system components (i.e. gravity trunk lines, laterals, and manholes)

Proposed Infrastructure:

- Lift Station #4, once its current capacity is reached (314 single-family units or 393 multi-family units or combination thereof), will be upgraded, potentially in two phases, to a duplexing dry pit/wet pit system with force main directly to MD Rte. 235 gravity system. Its ultimate capacity is estimated @ 2000 gpm, which will support 2625 EDU's based on single and multi-family flow criteria, a public school site, and approximately 110 acres of industrially zoned land. Provided with the station will be a backup power supply, automatic transfer switch and all necessary operating equipment.
- All necessary force mains and collection system components (i.e. gravity trunk lines, laterals, and manholes)

Equivalent Dwelling Unit (EDU) Allocations:

1 EDU = 1 residential unit = 20 employees or an amount of square foot commercial/industrial space to be determined at the time the specific allocation is made (current average is 5000 sf)

Design Flow Criteria:

Annual Average Day:

1 Single-family Unit = 320 gpd
1 Multi-family Unit = 320 gpd

Maximum Hourly Peaking Factor: 4

The following are the design peak wastewater flows, number of dwelling units, and industrial park square footage supported by the following infrastructure per existing Metcom/MDE approvals as of the execution date of this Public Works Agreement Document:

SMH #122 through #130 to #134 through #137 (@ Hickory Nut)
8" PVC @ slope = 0.40% (Qdes. = 0.90 cfs)

- 316 dwelling units
- 561,000 sf industrial space
Total Peak Flow = 383,216 gpd
= 0.59 cfs

SMH #122 to #122A to #152 through #156 (@ Wildewood Parkway)
15" PVC @ slope = 0.20% (Qdes. = 3.41 cfs)

- 2,525 dwelling units
- 2300 students
Total Peak Flow = 1,700,000 gpd
= 2.63 cfs

SMH #155 to #170 (@ Sycamore Hollow)
10" PVC @ slope = 0.25% (Qdes. = 1.29 cfs)

- 780 dwelling units
Total Peak Flow = 577,120 gpd
= 0.89 cfs

SMH #156 through #158 (@ Wildewood Parkway)
12" PVC @ slope = 0.30% (Qdes. = 2.31 cfs)

- 2,340 dwelling units
Total Peak Flow = 1,450,000 gpd
= 2.24 cfs

SMH #158 to #200 through #203 to #214 through #217

(@ Retirement Village)

12" PVC @ slope = 0.30% (Qdes. = 2.31 cfs)

- 2,215 dwelling units
 - 1,000 country club members
- Total Peak Flow = 1,400,000 gpd
= 2.17 cfs

Lift Station #4 (@ Wildewood Pkwy. & Redwood Lane)

(Qpump = 180 gpm)

- min. 314 s.f. units (if all s.f.)
- max. 393 m.f. units (if all m.f.)

As per our approvals and subsequent agreements, the above lines and lift station are sufficient for the number of units/square footage/persons they were designed for using Wildewood's actual flow parameters (single-family = 206 gpd/u; multi-family = 165 gpd/u). Any combination of user types is allowable as long as the total peak flow generated by the users, using Wildewood's flow parameters, does not exceed the total peak flow for which the lines or lift station outlined above were designed.

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 21st day of March, 1994, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),
 Potomac Land, Ltd., (hereinafter, the "Developer"),
 Potomac Land, Ltd., (hereinafter, the "Owner") and
 Washington Savings Bank, F.S.B, (hereinafter, the "Lender #1"),
 Maryland Bank and Trust Company, (hereinafter, the "Lender #2", Letter of Credit holder),

3:01PM04/18/948 RECDNG \$0.00
 3:01PM04/18/948 MECOM \$0.00

W I T N E S S E T H

WHEREAS, the Commission has entered into a Public Works Agreement with the original owners/developers, known as Piney Point Landings Partnership, dated December 23, 1988, which now needs to be amended to address, in part, new owners, developers and lender, and;

WHEREAS, the Commission is responsible for all water and sewerage projects in the fifth (5th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit E, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as The Landings at Piney Point, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County

Commissioner of St. Mary's County or their duly appointed agent;
and,

LIBERO 885 PAGE 15

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and/or Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C, payable to the Commission, its successors and assigns, in an amount satisfactory to the Commission, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit D, hereinafter referred to as "Commission Property"; and,

also
WHEREAS, Lender #1 ^{contemplates being the} is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage, Exhibit G, satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit C, for the period of construction of the Facilities, and for the period of the required warranty as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 9,900.00 based upon 3% of the estimated cost to complete the remaining sewer and water construction to cover the inspection cost for the water storage tank as performed by Mumford-Bjorkman Assoc., Inc., all payable upon ^{of settlement} ~~execution of~~ *of settlement*

At purchase of Project C.S. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 75,603.00 based upon the pro-rata share of the cost to construct a wastewater pumping station and force main payable as follows:

Developer shall pay the amount of Ten Thousand Four Hundred Dollars (\$ 10,400.00) at the time of settlement of the purchase of the project, and, thereafter, shall pay eight hundred dollars (\$800.00) per lot at the time of transfer or conveyance of each lot. Notwithstanding the above, any unpaid balance of connection charges shall be due and payable on March 20, 1995.

Debt Service Charge: A one time payment of \$ 13,687.58 to reimburse the Commission for overdue debt service charges through March 21, 1994, plus \$ 790.16 per month based upon timely payment of \$ 9.52 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Service Charges: Service charges are applied after the actual connection to the system and are in accordance with the attached Exhibit F.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all:

remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

LIBERO 885 PAGE 19

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 8TH day of APRIL 1944.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]
Secretary

By: [Signature]
Chairman

ATTEST:

DEVELOPER: Potomac Land LTD

[Signature]

By: [Signature]

[Signature]

PROPERTY OWNER: Potomac Land LTD

By: [Signature]

[Signature]

LENDER #1 THE WASHINGTON SAVINGS BANK, F.S.B.

By: [Signature]

[Signature]

LENDER #2 Maryland Bank & Trust Co.

By: [Signature]
Assistant Vice President

- EXHIBITS: A (Statement of Proposed Water Facilities and Phasing)
- B (Statement of Proposed Sewer Facilities and Phasing)
- C (Irrevocable Letter of Credit)
- D (Deeds and Easements)
- E (Record Plat of Property)
- F (Current Service Charge Application)
- G (Insurance Bonds)

(COMMISSION)

STATE OF MARYLAND

LIBERO 885 PAGE 20

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 8th day of April,
1994.

before me a Notary Public in and for the County of St. Mary's
aforesaid personally appeared Francis P. Eagan

Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said
Commission did acknowledge the foregoing instrument to be the act
and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Payne
Notary Public
My Commission expires 2/1/96

(DEVELOPER) / owner

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 21st day of March
1994 before me, the subscriber, a Notary Public in
the county aforesaid, personally appeared Charles S. Kimball

and that he/she/they acknowledged
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jacqueline Ventresca
Notary Public
My Commission Expires: 3/19/96

(OWNER) - see above -
STATE OF LIBERTY 885 PAGE 21

COUNTY OF _____ to wit:

I HEREBY CERTIFY that on this _____ day of _____
19 ____ before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared _____
and that he/she/they acknowledged the foregoing Public Works
Agreement to be his/her/their act.
WITNESS my hand and Notarial Seal.

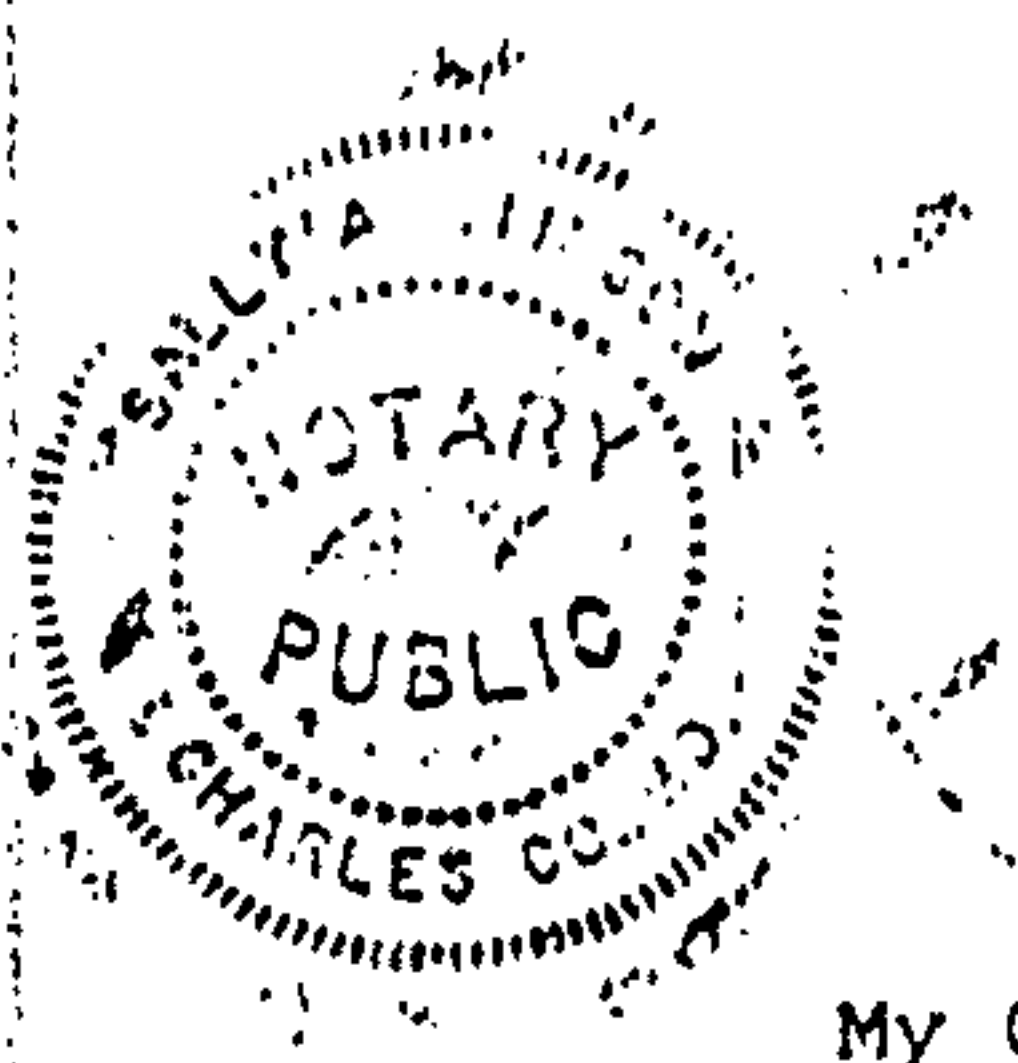
Notary Public

My Commission Expires: _____

(LENDER #1)
STATE OF Maryland
COUNTY OF Charles to wit:

I HEREBY CERTIFY that on this 22nd day of November
19 94 before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared Maric J. Kubala
and that he/she/they acknowledged the execution of the foregoing
Public Works Agreement to be his/her/their act.
WITNESS my hand and Notarial Seal.

Sally A. Steiner
Notary Public



My Commission Expires: 7-2-96

(LENDER #2)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 21st day of March

19 94 before me, the subscriber, a Notary Public in the county,

aforesaid, personally appeared Mendall Gibson, Assistant Vice President,
47 Maryland Bank & Trust Company,

and that he/she/they acknowledged the execution of the foregoing

Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Fennel L. Barge

Notary Public

My Commission Expires: 10-25-94

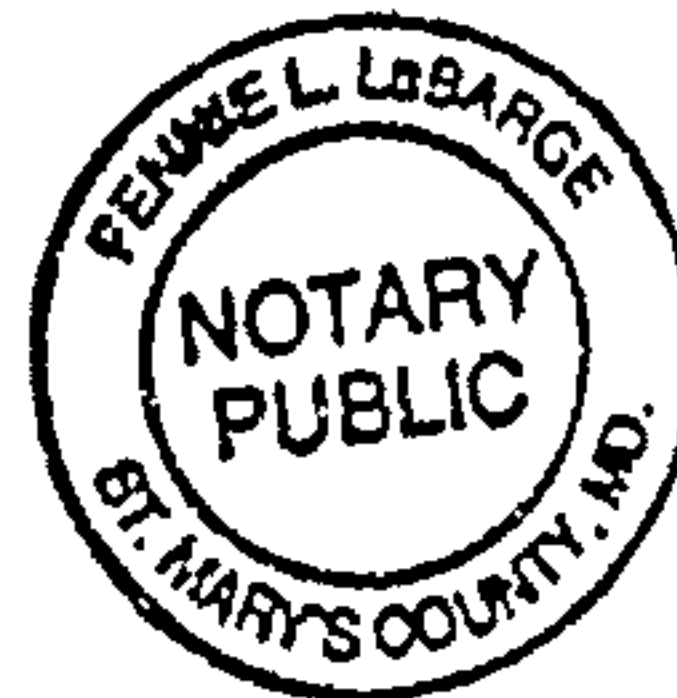


EXHIBIT B

STATEMENT OF

PROPOSED SEWER FACILITIES AND PHASING

PROJECT NAME: The Landings at Piney Point
 TOTAL # OF PHASES: One
 DEVELOPER: Potomac Land Development Co., Ltd.

PHASE I:

PLAT REF: Tax Map 65, Parcel 312 # LOTS TO BE SERVED: 83

Developer owned lots plus 12 third party owned lots.

PROJECTED CONSTRUCTION START DATE: March 21, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: June 21, 1994

FACILITIES TO BE CONSTRUCTED*: Collection system plus financial participation of a wastewater pumping station and force main.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____

(Initials)

Developer: _____

(Initials)

Exhibit C

Maryland Bank BOOK 0000 PAGE 0161
& Trust Company LIBERO 885 PAGE 25

21 SHANGRI LA DRIVE, LEXINGTON PARK, MARYLAND 20653

TELEPHONE (301) 863-7061

March 21, 1994

St. Mary's County Metropolitan Commission
191 B Shangri La Drive
Lexington Park, Maryland 20653

Re: Irrevocable Letter of Credit #550
Public Works Agreement
Water & Sewer
The Landings at Piney Point
Potomac Land, Ltd.

Dear Sir:

We hereby authorize you or your transferee, to draw on us at sight up to an aggregate amount of three hundred thirty thousand and 00/100 dollars (US\$330,000.00) to insure compliance with the terms of the subject Public Works Agreement by and between Potomac Land, Ltd., a Maryland corporation, and the St. Mary's County Metropolitan Commission.

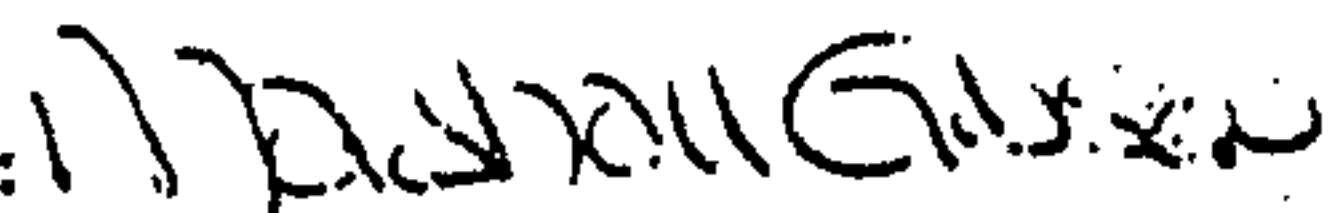
This Letter of Credit is irrevocable and transferable. It may be transferred without charge one or more times upon receipt of your written instructions. It will expire, unless renewed upon your written request, on March 21, 1995.

This Letter of Credit sets forth in full the terms of our obligation to you and such undertakings shall not in any way be modified or amplified by any agreement to which this letter relates, and any such reference shall not be deemed to incorporate herein by reference, any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

Very truly yours

MARYLAND BANK AND TRUST COMPANY

By: 
Marshall Gibson,
Assistant Vice President

MG:p11



DEPOSITS INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION

Deed of Utility Parcels
2nd Election District

THIS DEED, Made this ^{C.S.K.} 21st day of ^{C.S.K.} ~~February~~ March, 1994, by and between POTOMAC LAND LTD., Grantor, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, Grantee.

WITNESSETH

That in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does grant and convey unto the St. Mary's County Metropolitan Commission, Maryland, a body corporate and politic, its successors and assigns, forever, in fee simple, all that lot of ground situate, lying and being in the 2nd Election District of St. Mary's County, State of Maryland, and described as follows, that is to say:

All those parcels of land situate in St. Mary's County of the Grantor designated as: Parcel E, Parcel G and Parcel I, as shown on a plat of the Grantor's property, titled The Landings at Piney Point, recorded in the land records office of St. Mary's County, Maryland, in plat book No. _____, folio _____.

BEING a portion of the property granted and conveyed to The Piney Point Landing Partnership from KRK, a Maryland partnership by Deed dated December 24, 1986, recorded among the Land Records of St. Mary's County in Liber MRB No. 328, folio 100, and from Raymond V. McKay Investment Properties by Deed dated December 31, 1986, recorded among the Land Records of St. Mary's County in Liber MRB No. 329, folio 235, all of right title and interest of The

Piney Point Landing Partnership in and to the aforesaid property having been conveyed to the Grantor by Deed dated October 7, 1993 and recorded in Liber MRB No. _____, folio _____.

TOGETHER with the right of ingress and egress over and through a gravel driveway running from Driftwood Drive to Parcel "G" aforesaid; along with all appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the St. Mary's County Metropolitan Commission, a body corporate and politic, its successors and assigns, forever, in fee simple, for public utility purposes.

AND the said Grantor hereby covenants that, subject to encumbrances of record, it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

AS WITNESS the due execution hereof by the aforementioned Grantor.

TEST:

POTOMAC LAND LTD.

Mac H. Col

BY:

Charles S. Kimball, Pres.
Charles S. Kimball, President

STATE OF MARYLAND)

COUNTY OF St. Mary's)

to wit:

I HEREBY CERTIFY, that on this 21st day of March, 1994, before me, a Notary Public of the State of Maryland, personally appeared CHARLES S. KIMBALL, who acknowledged himself to be the President of Potomac Land Ltd., the within named Grantor, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing in my presence in the name of the corporation, and certified that

this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor corporation.

WITNESS my hand and notarial seal.

Jacqueline D. [Signature]
NOTARY PUBLIC

My Commission Expires: 3/19/96

APPROVED as to legal sufficiency:

~~Notary Public, St. Mary's County~~

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by an attorney duly admitted to practice before the Maryland Court of Appeals.

Marc K. Cohen
Marc K. Cohen, Esquire
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643

After recording please return to the undersigned.

Joseph F. Mitchell
Joseph F. Mitchell, Esquire
Counsel, St. Mary's County
Metropolitan Commission
191B Shangri La Drive
Lexington Park, MD 20653

BOOK 0000 PAGE 0165

LIBER 0005 PAGE 29

EXHIBIT E

Legal Description of the Properties
Known as the "Landings at Piney Point"

All those pieces or parcels of Land described on Plats One through Twelve of the property known as the "Landings at Piney Point" recorded among the Land Records of St. Mary's County in Liber M.R.B., No. 30, Page 120-131 respectively. Saving and excepting therefrom Lot Nos. 3, 12, 13, 14, 17, 27, 33, 34, 35, 47, 49, 60 and 71.

BEING those same pieces or parcels of land which by deed dated December 24, 1986, recorded among the Land Records of St. Mary's County, Maryland in Liber M.R.B. No. 328, Page 100, was granted and conveyed by KRK, a Maryland general partnership, to Piney Point Limited Partnership, and by deed dated December 31, 1986, recorded among the Land Records of St. Mary's County, Maryland in Liber M.R.B. No. 329, Page 235, was granted and conveyed by Raymond J. McKay Investment Properties to Piney Point Landing Partnership.

CK 3/21/94

EXHIBIT F

BOOK 0006 PAGE 0166

LIGERO 885 PAGE 30

ST. MARY'S COUNTY METROPOLITAN COMMISSION

SEWER SERVICE

SEWER SERVICE CHARGES:

Residential:

Non-Metered Rate-----\$ 12.39

Commercial:

Metered Rate (equivalent to 90% of metered water usage)-----\$ 8.26
Overage Rate (per 1,000 gallons in excess of 16,200 gal/qtr)--\$ 1.53

ST. MARY'S COUNTY METROPOLITAN COMMISSION

WATER SERVICE

WATER SERVICE CHARGES:

Minimum includes up to 18,000 gallons per quarter-----\$ 10.08
Overage Rate (per 1,000 gallons in excess of 18,000 gal/qtr)--\$ 1.68
Non-Metered Rate-----\$ 15.12

CSK
3/29/94

Effective 7/1/93

3:02PM05/13/940 RECDNG \$0.00

DEED

3:09PM05/13/940 RECDNG \$0.00

THIS DEED, Made this 4th day of April, 1994, by and between ST. CLEMENTS WOODS PARTNERSHIP, Party of the First Part, GRANTOR, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, Party of the Second Part, GRANTEE.

WITNESSETH, That in consideration of the premises, but without monetary consideration, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said ST. CLEMENTS WOODS PARTNERSHIP does hereby grant and convey unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, in fee simple, all that lot, tract or parcel of land situate, lying and being in the Third Election District of St. Mary's County, Maryland, and described as follows:

BEGINNING for the same at a point on the northwesterly right-of-way line of Long Leaf Lane, a variable width private right-of-way as shown on a plat entitled Resubdivision of St. Clements Woods, prepared by McCrone, Inc., dated 11-17-92, for St. Clements Woods Partnership. Said beginning point being further described as being the most southerly corner of a tract or parcel of land now or formerly standing in the name of St. Mary's County Commissioners, as recorded among the land records of St. Mary's County, Maryland in Liber DBK 162 at Folio 355. Said beginning point being even further described as being the most easterly corner of the herein described.

THENCE leaving the beginning point so fixed and running and binding on said right-of-way line of Long Leaf lane;

1) South 58 deg. 13' 00" West 260.00 feet to a point, thence, running with a new line of division through the lands of the Grantor herein;

2) North 31 deg. 47' 00" West 205.33 feet to a point on the southerly outline of the aforementioned St. Mary's County Commissioners tract. Thence, running and binding on the said commissioners outline;

3) South 83 deg. 29' 01" East 331.30 feet to the point and place of beginning containing 0.61 acres, more or less, of land, as described by McCrone, Inc., January 31, 1994.

BEING a portion of the residue areas of St. Clements Woods as conveyed unto the St. Clements Woods Partnership, by deed dated

July 6, 1989, from St. Clements Shores, Inc., a Maryland corporation, as recorded in Liber E.W.A. 484 at Folio 317.

SUBJECT TO all covenants, restrictions, rights of way, easements and other conditions contained in deeds and other instruments forming the chain of title to the above described property.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or otherwise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, its successors and assigns, forever, in fee simple.

AND THE SAID ST. CLEMENTS WOODS PARTNERSHIP hereby covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land and premises as may be requisite.

The within Grantor hereby certifies that this is a conveyance pursuant to Tax Property Article, Section 12-108(a) and is exempt from recordation taxes.

WITNESS the hand and seal of said Grantor.

ST. CLEMENTS WOODS PARTNERSHIP

Dorlene A. Guyther
Witness

By: [Signature] (SEAL)
Philip H. Dorsey, III
Partner

William J. Fitzgerald
Witness

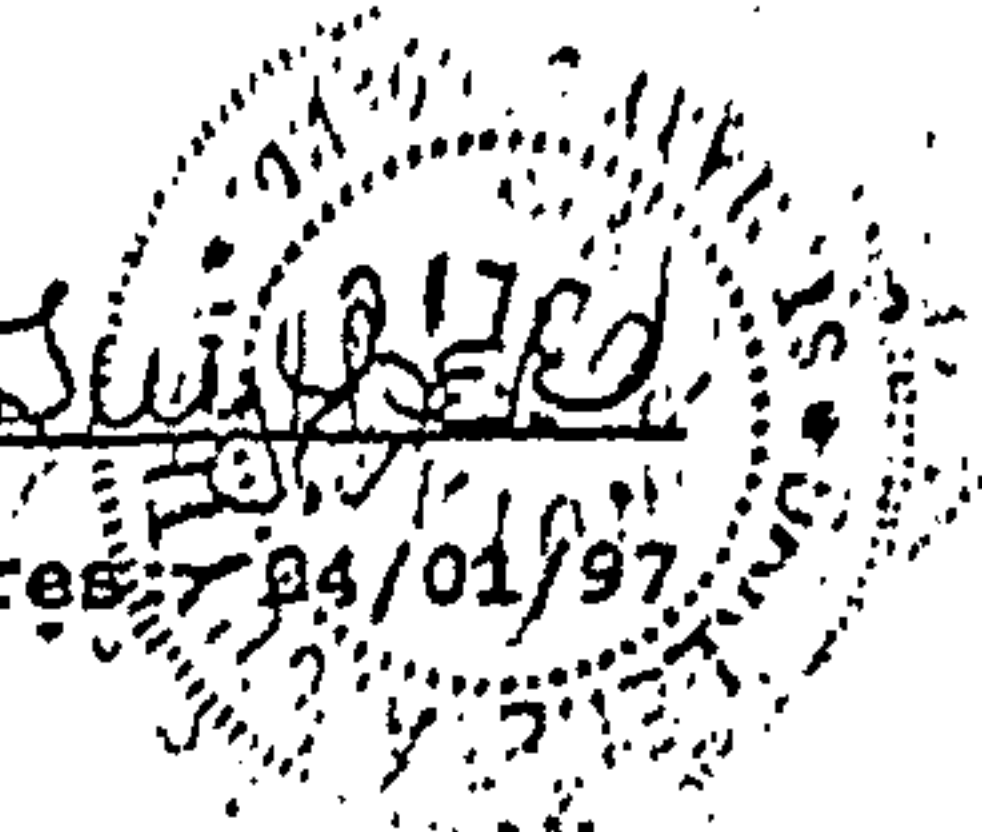
By: William J. Fitzgerald (SEAL)
William J. Fitzgerald
Partner

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

I HEREBY CERTIFY, that on this 4th day of April, 1994, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP H. DORSEY, III, and WILLIAM J. FITZGERALD, Partners in ST. CLEMENTS WOODS PARTNERSHIP, a Maryland partnership, the above named Grantor, and they acknowledged the foregoing deed to be their act on behalf of said Partnership.

WITNESS my hand and Notarial Seal.

Dorlene A. Swisher
NOTARY PUBLIC
My Commission expires 04/01/97



This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Attorney

RETURN TO:
Philip H. Dorsey, III, P.C.
P. O. Box 530
Leonardtwn, MD 20650

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 1993. TAX ID # 03-02161-0
Kathleen N. D. [Signature]
TREASURER
ST. MARY'S COUNTY, MD.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County

Jimmy B. Bell
5-11-94

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 27th day of April, 1994, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Jean Walkart, (hereinafter, the "Developer"), Warren Tolson Estate, (hereinafter, the "Owner") and N/A, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the fifth (5th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit E, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as the Tolson Estates, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Paragraph Eighth, payable to the Commission, its successors and assigns, in an amount satisfactory to the Commission, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit D, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that

Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit C, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 377.19 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time

to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 31,020.00 payable in the amount of \$ 2,820.00 per connection payable at the time a connection permit is issued.

Debt Service Charge: \$ 104.72 per month based upon \$ 9.52 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$ 136.29 per month based upon \$ 12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

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

ATTEST:

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

Secretary

By: *Frank P. Egan*

Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS

By: *Jean T. Waikart*

BY:

BY:

EXHIBITS:

ATTEST:

[Signature]

LENDER

BY: *[Signature]*
I. F. Gray, Jr.
Ass't. Vice President

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 27th day of April
1994

before me a Notary Public in and for the County of St. Mary's
aforesaid personally appeared _____

Francis P. Eagan Chairman of the St.
Mary's County Metropolitan Commission, and on behalf of said
Commission did acknowledge the foregoing instrument to be the act
and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan
Notary Public

my commission
expires 2/1/96.

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

St. Marys

to wit:

I HEREBY CERTIFY that on this 6th day of April

1994 before me, the subscriber, a Notary Public in
the county aforesaid, personally appeared Jean T. Walkert

and that he/she/they acknowledged
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

David H. [Signature]
Notary Public

My Commission Expires: 12-1-97



(OWNER)

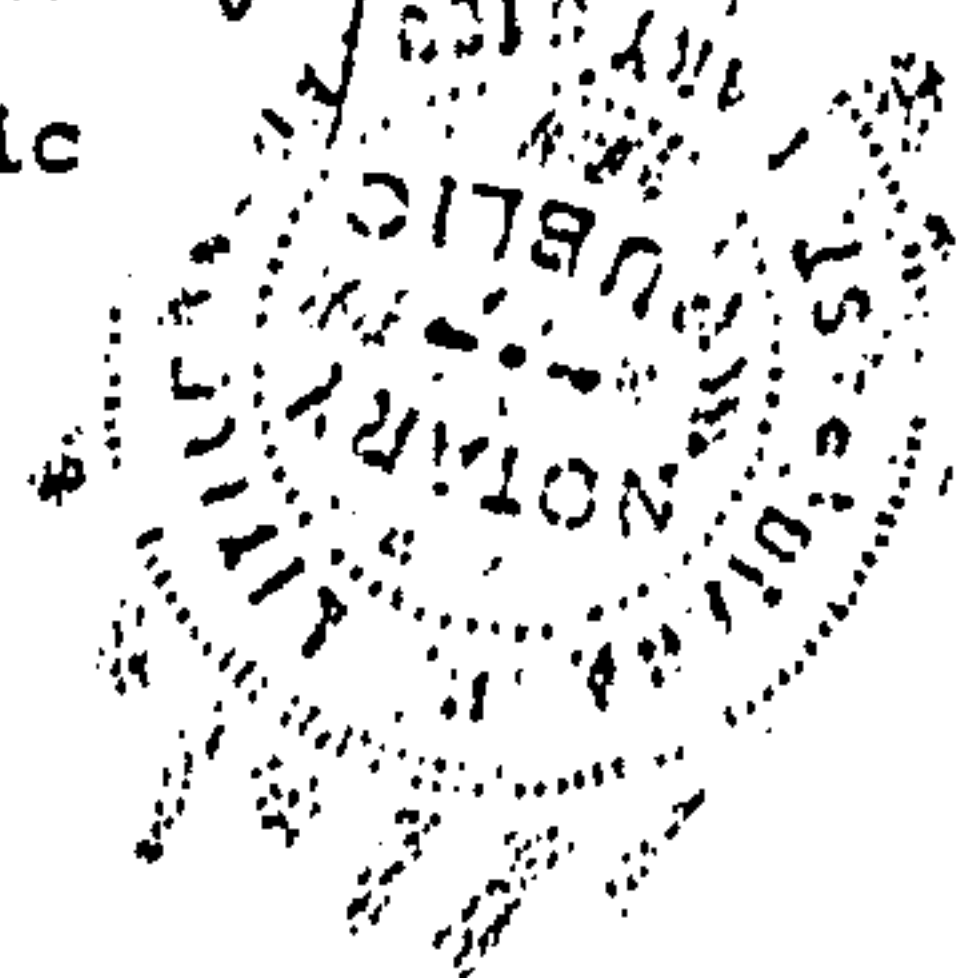
STATE OF Maryland

COUNTY OF St. Marys to wit:

I HEREBY CERTIFY that on this 6th day of April 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Jean T. Waikert and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 12-1-97

(LENDER #²)

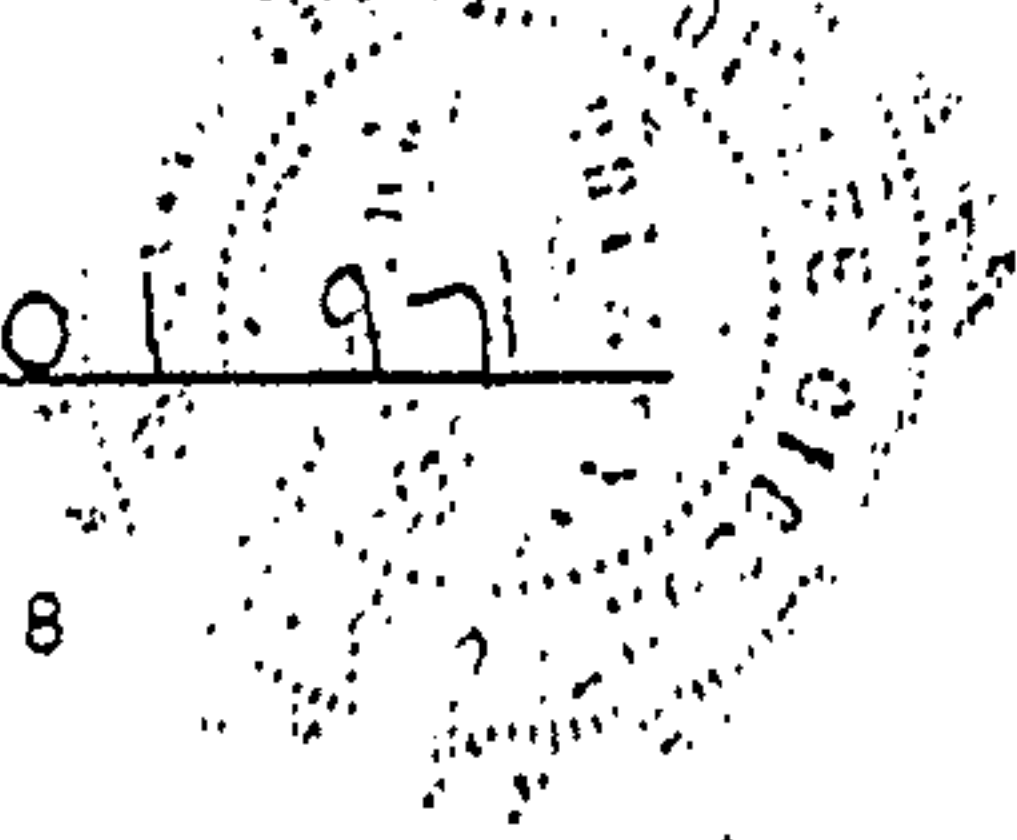
STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 1st day of April 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. Gray, Jr. and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 01-01-97

LIBERO 892 PAGE 404

BOOK 006 PAGE 178

EXHIBIT "A"

COMMISSION APPROVED PHASING

SEE EXHIBIT "B"

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Tolson Estates
TOTAL # OF PHASES: One
DEVELOPER: Warren Tolson Estate/Jean Waikart

PHASE I:

PLAT REF: EWA 686/239 # LOTS TO BE SERVED: 11

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Low pressure Wastewater collection system in accordance with definition below and the approved plans dated July 12, 1993, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: _____

(Initials)

Developer: _____

(Initials)

LIBE.0892 PAGE406

BOOK 006 PAGE 180

EXHIBIT "C"
LETTER OF CREDIT



THE FIRST NATIONAL BANK OF ST. MARY'S

LICERO 892 PAGE 4 OF 7

BOOK 006 PAGE 181

April 1, 1994

IRREVOCABLE LETTER OF CREDIT

St. Mary's County Metropolitan Commission
191-B Shangri-La Drive
Lexington Park, MD 20653

Letter of Credit Number: A1-04-01-94
Expiration Date: April 1, 1995

Gentlemen

We hereby authorize you to draw on The First National Bank of St. Mary's, P. O. Box 655, Leonardtown, MD 20650 for the account of Jean T. Waikart, Warren Tolson Estate, (the "Developer"), up to an aggregate amount, not in excess of Twelve Thousand Five Hundred Seventy Three Dollars and 00/100 (\$12,573.00) available by your drafts at sight.

Each draft must state that it is drawn under The First National Bank of St. Mary's Letter of Credit #A1-04-01-94. The amount thereof must be endorsed by us on this Letter of Credit. This Letter of Credit is irrevocable.

Each draft must be accompanied by a written statement signed by an official of St. Mary's County Metropolitan Commission (METCOMM) specifying that: The Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement dated April 1, 1994, between the Developer and METCOMM.

We hereby agree with the drawer, endorsers, and bonafide holders of all such drafts under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored, upon presentation to the drawee.

Very truly yours,

BY 
L. F. Gray, Jr.
Assistant Vice President

LIBER 0892 PAGE 08

BOOK 006 PAGE 182

EXHIBIT "D"

UTILITY EASEMENTS ARE SHOWN ON THAT PLAT ENTITLED "TOLSON ESTATES" DATED MAY 20, 1993 PREPARED BY MCCRONE ENGINEERING, JOB NO. 4024-51333 TO BE RECORDED AMONG THE PLAT RECORDS OF ST. MARY'S COUNTY, MARYLAND. GRANTING LANGUAGE SHALL BE CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TOLSON ESTATES HOMEOWNERS ASSOCIATION, INC. TO BE RECORDED AFTER THE ABOVE REFERENCED RECORD PLAT.2

LICEN 0892 PAGE 409

BOOK 006 PAGE 183

EXHIBIT "E"

DESCRIPTION OF PROPERTY

LOTS 1-11 AS SHOWN ON THAT PLAT ENTITLED "TOLSON ESTATES" DATED MAY 20, 1993 PREPARED BY MCCRONE ENGINEERING, JOB NO. 4042-61333 TO BE RECORDED AMONG THE PLAT RECORDS OF ST. MARY'S COUNTY, MARYLAND.

LIBER 0906 PAGE 44

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0134

THIS EASEMENT AND AGREEMENT, made this 31st day of January 19 94 by and between ^{deceased} ~~Joseph & Rebecca Marshall~~ Agnes R. Marshall

8:50AM06/17/94 RECDNG \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

8:50AM06/17/94 RECDM \$0.00

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated October 11, 1950 and recorded among the Land Records of St. Mary's County, at Liber 26, Folio 468; and

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacqueline V. Raley

Agnes A. Marshall (SEAL)
AGNES A. MARSHALL (SEAL)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Jacqueline V. Raley

BY: Larry R. Petty (SEAL)
LARRY R. PETTY, DIRECTOR

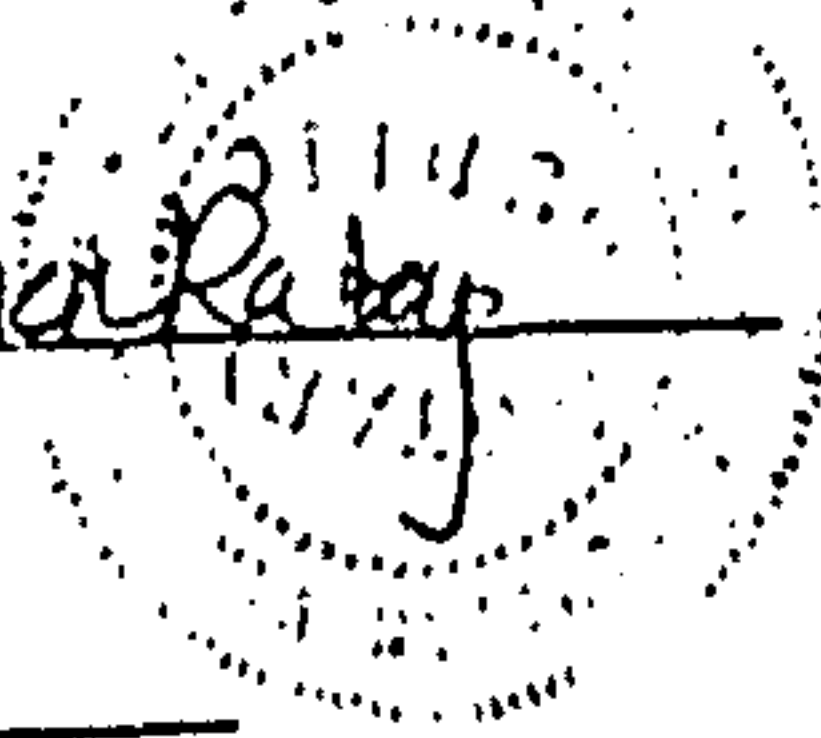
STATE OF Maryland, County of St. Mary's to-wit:

I HEREBY CERTIFY That on this 31st day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Agnes R. Marshall, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

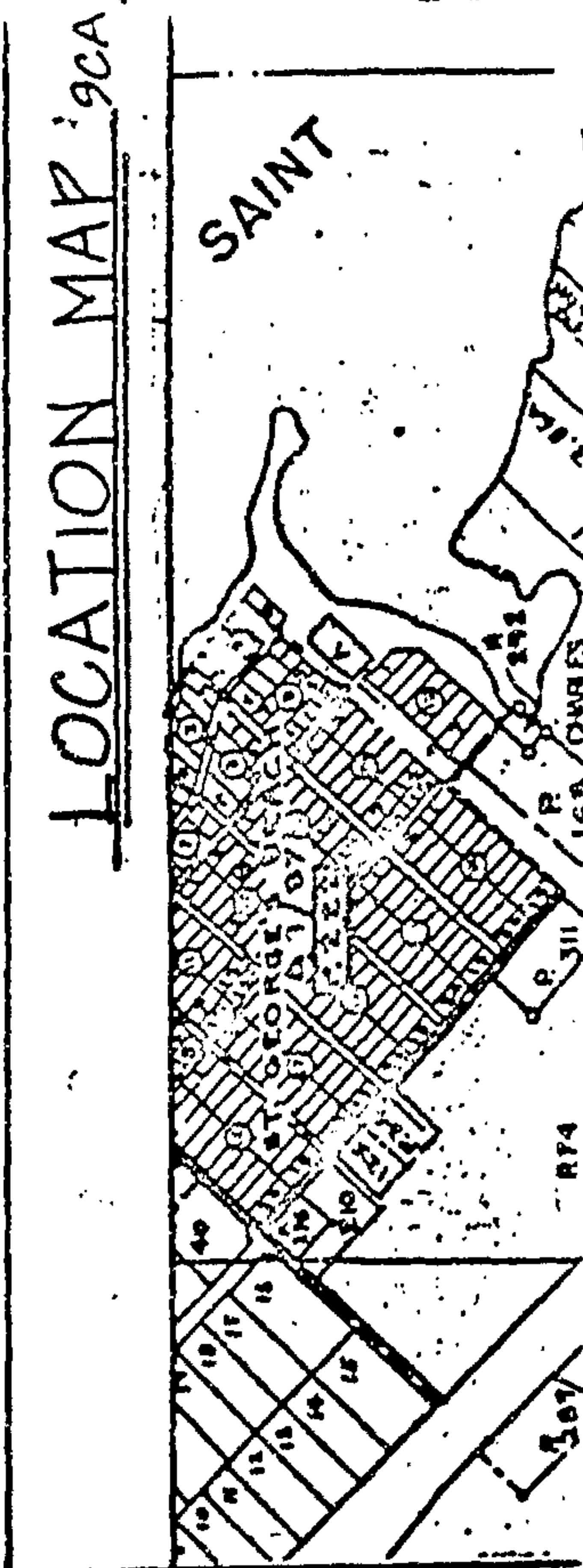
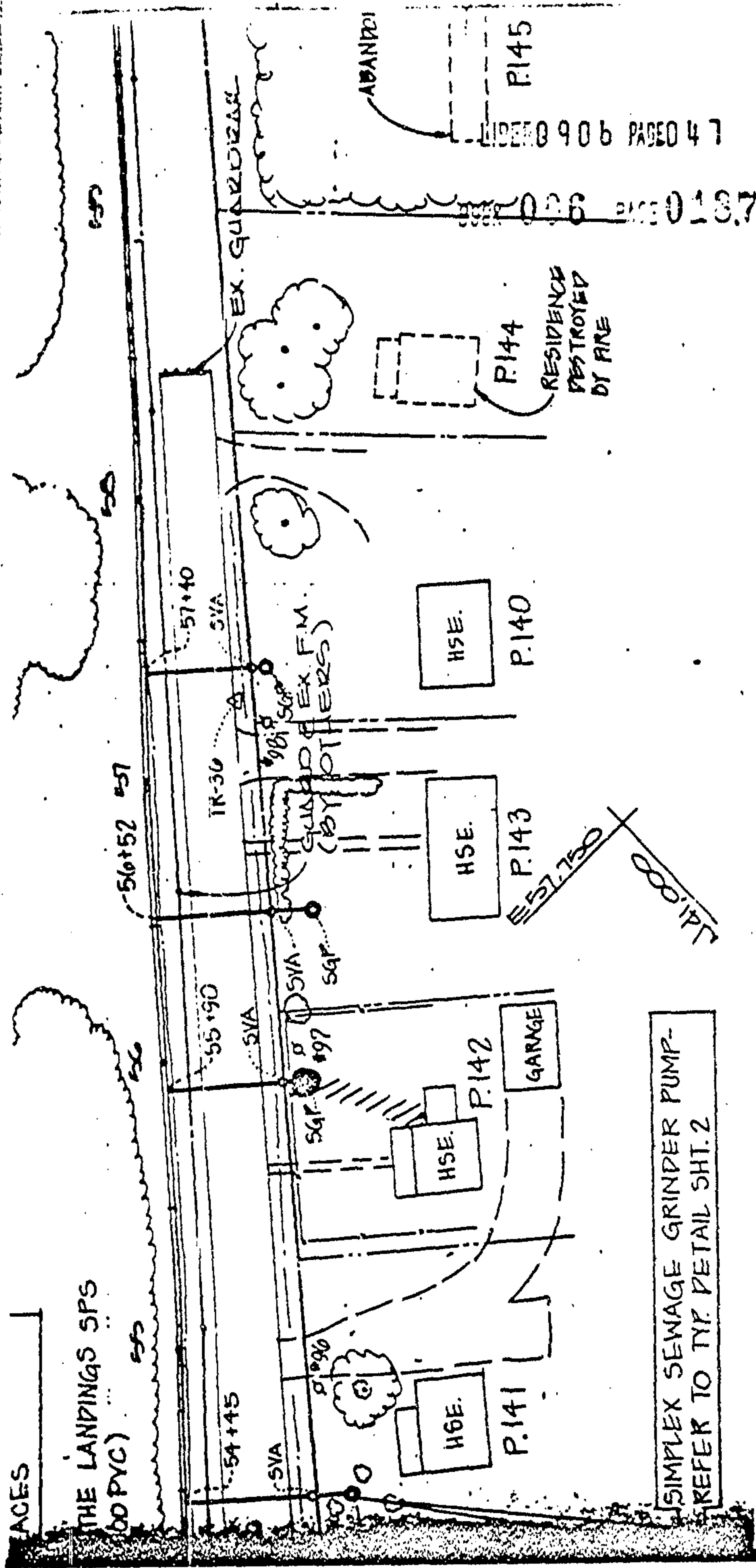
Jacqueline V. Raley
Notary Public



My Commission Expires: 3/19/96



STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____



-  = 10' Permanent Easement
-  = 5' Permanent Easement Around Grinder Pump

I, Agnes R. Marshall
 agree with this Easement as
 drawn and described.

EXHIBIT A
 1" = 50'

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993

DEC 27 1993

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.

When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,

Nancy J. Hutson
Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box 328.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: Gayle Rebecca Marshall
(Signature) Date 12/22/93

By: Jeanne Pillock
(Signature) Date 12/22/93

By: _____

By: _____

For Sale Deed—Case—City of County.

This Deed. Made this 11th day of October

in the year one thousand nine hundred and fifty by Elmore Blackwell and Mary Blackwell, his wife, parties of the first part; and Joseph G. Marshall and Rebecca A. Marshall, his wife, parties of the second part.

Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Elmore Blackwell and Mary Blackwell, his wife do grant and convey unto Joseph G. Marshall and Rebecca A. Marshall, his wife, as tenants by the entireties, their heirs and assigns in fee simple, all that lot, tract or parcel of land ^{being and being in} the second election district of St. Mary's County, State of Maryland ^{and described as follows, to-wit:}

Beginning at the same at a stake on the right side of the state road leading from Piney Point to St. George's Island and thence running with the road for a distance of 90 feet to a stake; thence running with William Blackwell's property for a distance of 95 feet to a stake; thence running with Joseph Goddard's property for a distance of 98 feet to a stake; thence running for a distance of 86 feet with Morris Blackwell's land to the place of beginning, containing 8507 square feet of land, more or less. Being a part of the land which was conveyed by Ike Weiner and wife to the within grantors by deed, duly recorded in Liber J.M.M. No. 11 Folio 228, one of the land records of St. Mary's County, Maryland.

BOOK 036-191

LINEN 906 PAGE 51

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, HOLTON R. BRISCOE, of St. Mary's County, Maryland, have made, constituted and appointed and by these presents do make, constitute and appoint ROBERT B. GROSS, my true and lawful attorney in fact for me and in my name, place and stead; to do any and every act or thing which I might do if personally present, hereby intending to give to my said attorney full power and authority in all matters of every kind and nature in which I have or may hereafter have any interest or right whatsoever, including but not limited to the power and authority to borrow money, give evidence of debt, and create contractual obligations of every kind and nature, and to execute all instruments necessary thereto; to acquire, transfer, mortgage, assign, hypothecate, pledge, dispose of, enter into contracts, manage, control, appoint agents or other attorneys in fact concerning any real, personal, or mixed properties of every kind and nature wherever situate, in which I may be or become interested in any manner whatsoever, and to execute deeds, mortgages, or other instruments necessary or convenient thereto, whether under seal or otherwise; to collect, receive, hold, possess, demand, sue for, recover, pay out, dispose of, handle and manage any and all rights properties good, debts, demands, or any other thing, all concerning any properties, rights or interest now owned by me or hereafter acquired, hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with power of revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue thereof; including the special power of receiving my government checks and the right to cash same.

Any subsequent disability of mine will not effect this Power of Attorney. This Power of Attorney is to go into effect immediately and remain in effect should I become physically or mentally incapacitated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of October, 1988.

Holt R. Briscoe (SEAL)
HOLTON R. BRISCOE

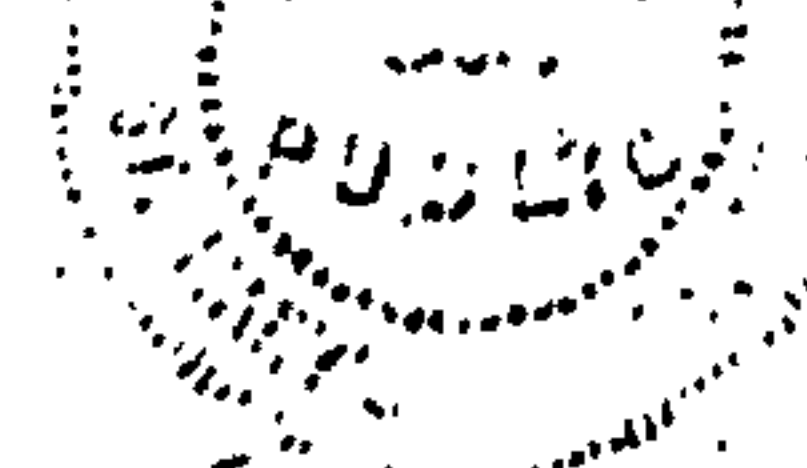
STATE OF MARYLAND, COUNTY OF ST. MARY'S TO WIT:

I hereby certify that on this 20th day of October, 1988, before me, personally appeared HOLTON R. BRISCOE, to me known and known to be the individual described in and who executed said instrument and duly acknowledged to me that he executed the same as his own free act and deed.

Witness my hand and Notarial Seal.

Kathleen A. Foley
Notary Public

My commission expires: 7/1/90



19 , 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:

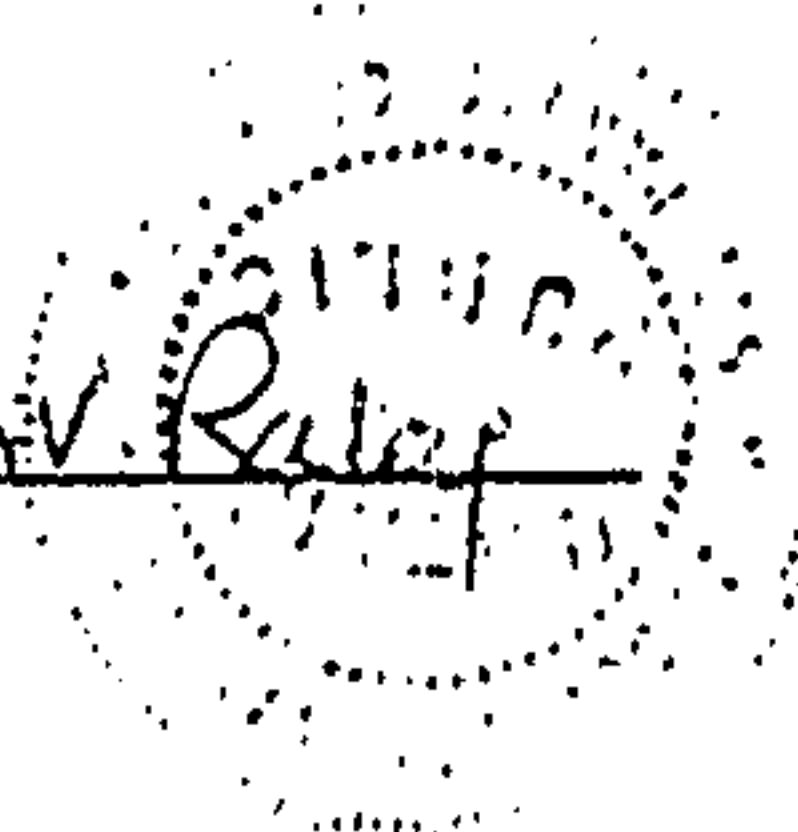
I HEREBY CERTIFY That on this 25th day of May 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Pety who acknowledged himself to be Director of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacqueline V. Rulap

Notary Public

My Commission Expires: 3/19/96



1/21 Marshall

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0193

THIS EASEMENT AND AGREEMENT, made this 2nd day of February 1994 by and between Mary R. Morgan, Life Estate
~~Elizabeth~~ 8:50AM06/17/94D RECDNG. \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated December 30, 1992 and recorded among the Land Records of St. Mary's County, at Liber 743, Folio 47; and 8:50AM06/17/94D REC'DM \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Virginia VanDrun Paley

MARY R. MORGAN (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Virginia VanDrun Paley

BY: LARRY H. PETTY (SEAL)

STATE OF Maryland, County of Prince Georges to-wit:

I HEREBY CERTIFY That on this 2ND day of February 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARY R. MORGAN, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Paul D. Hamilton

Notary Public
PAUL D. HAMILTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 28, 1996

My Commission Expires:

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

BOOK 006

PAGE 0196

LISEFO 906 PAGE 56

19 _____, 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 25th day of May 1994, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDren Raley
Notary Public

My Commission Expires: 3/19/96

BOOK 006 0198

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box General Delivery.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

1 OF PAGES 1
TO: Ms. P. Salby
CO. MAIL ROOM
DEPT.
FAX: 362-3129

OWNER(S)

WITNESS

Mary P. McGee 01/05/84
(Signature) Date

[Signature] 01/05/84
(Signature) Date

By: _____

By: _____

LIBERO 906 PAGE 59
BOOK 036 PAGE 0199

LIBERO 743 PAGE 47

4:17401/07/92 DEED 420.00

NO TITLE EXAMINATION REQUESTED - NONE PERFORMED

4:17401/07/92 S30-G 45.00

THIS DEED, made this 1st day of December, 1992, by and between MELVA ANN MORGAN HOLLOWAY and MYRA ELIZABETH MORGAN MARTIN, Co-Personal Representative of the Estate of JOSEPH A. MORGAN, Grantor, Party of the First Part, and Mary Romaine Morgan, Melva Ann Morgan Holloway, Myra Elizabeth Morgan Martin, Joseph A. Morgan, Jr., and Mary Romaine Morgan, Jr., Grantees, Parties of the Second Part.

WITNESSETH, that in consideration of the sum of Zero Dollars (\$0.00), receipt of which is hereby acknowledged, the said Melva Ann Morgan Holloway and Myra Elizabeth Morgan Martin, Co-Personal Representative of the Estate of Joseph A. Morgan, does hereby grant and convey to the said Mary Romaine Morgan a life interest in the following described property, and the remaining interest in equal shares to Melva Ann Morgan Holloway, Myra Elizabeth Morgan Martin, Joseph A. Morgan, Jr. and Mary Romaine Morgan, Jr., as Tenants in Common not as Joint Tenants, their personal representatives/successors and assigns, in fee simple, all of that tract, parcel or lot of land situate in the Second Election District of St. Mary's County, Maryland, and described as follows, that is to say:

TAX MAP 65, PARCEL 39:

BEGINNING for the same at an oak hub set on St. George's Creek and thence running with the Creek S 34 deg. 30' E 171.9 feet to an oak hub; thence for a distance of 188.2 feet to a private roadway; thence with the private roadway N 73 deg. 00' E 400.0 feet to a stake; thence leaving the private road and running N 21 deg. 40' W 613.0 feet to a locust stub; thence 18.0 feet S 15 deg. 42' W 133.6 feet to an oak hub; thence S 44 deg. 21' W 319.3 feet to an oak hub, the place of first beginning, containing 3.013 acres of land as surveyed by W. L. Bowman, Registered Land Surveyor on June 11, 1955. Together with a right of way for ingress and egress over the private roadway to be used by the grantors, their heirs and assigns and by the grantees, their heirs and assigns.

BEING all and the same land conveyed to within by deed dated August 1, 1967 and recorded in Liber 135 folio 345 among the Land Records of St. Mary's County, Maryland.

TAX MAP 65, PARCEL 159

PARCEL ONE - "John Maryland Tract" Being all and the same property which was conveyed to Daniel Morgan, Jr., by Lewis R. Springer, et ux, by deed dated November 12, 1973, and recorded among the Land Records of St. Mary's County, Maryland in Liber ERA No. 12, folio 218; EXCEPTING that parcel previously conveyed to Stewart Investment Company by Daniel Morgan, Jr., et ux, by deed dated July 8, 1963 and recorded among the Land Records of St. Mary's County, Maryland in Liber 95, folio 299. The said Daniel Morgan, Jr., now being deceased, and being survived by his wife, Eliza C. Morgan.

PARCEL TWO - Beginning at a locust post the second boundary of James H. Morgan's land and running N 41 W 12.88 Pa. to a locust post N 52 deg. 45' E 12.88 Pa. to a locust post S 41 deg.

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 7th day of February 19 94 by and between Maggie H. Gross

8:50AM06/17/94D RECDNG, \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated January 29, 1898 and recorded among the Land Records of St. Mary's County, at Liber 5, Folio 211;

and

8:50AM06/17/94D MECDM \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacquelyn VanDrun Patey

Irene L. Gross (SEAL)
IRENE L. GROSS (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Jacquelyn VanDrun Patey

BY: L. K. Petty (SEAL)
LARRY K. PETTY

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

I HEREBY CERTIFY That on this 7th day of February 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

Irene L. Gross, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDrun Patey
Notary Public

My Commission Expires: 3/19/96

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

19____, 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 25th day of May 1944, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacqueline Vandusen Raley
Notary Public



My Commission Expires: 3/19/96

2/17/96 Grass

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.

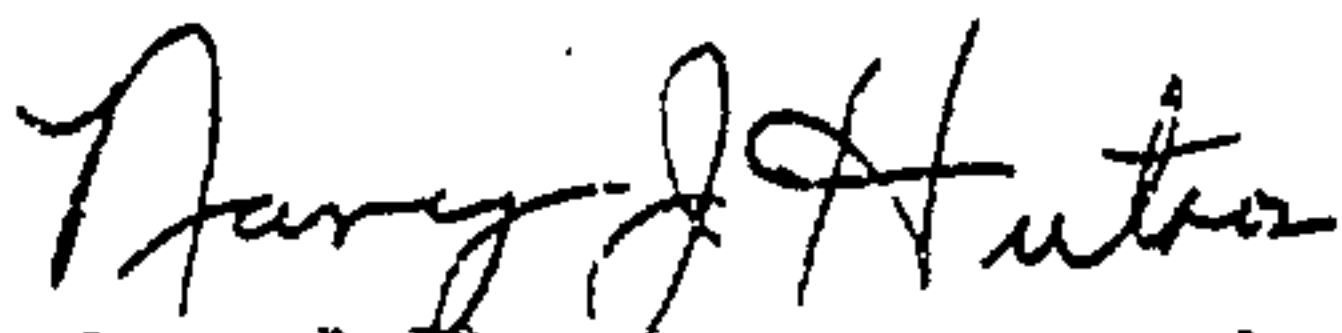
When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,

Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: *Irene L. Glass*
(Signature) Date: 12/20/73

By: *John D. ...*
(Signature) Date: 12 20, 73

By: _____

By: _____

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.


When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,


Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box 189.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(S)

WITNESS

By: Neil M. Reeves 12/20/83
(Signature) Date

By: Joseph J. Johnson 12/20/83
(Signature) Date

By: _____

By: _____

Iceland from David F. Evans & Francis W. Evans, his wife can be found recorded in Lib. of J. G. No. 1. folio 46 one of the land records of Saint Mary's County, in the State of Maryland.
 Witness our hands and seals the 29th day of January in the year 1898.
 Test: Eugene F. Price Seal
 George B. Dent Joseph C. Hobbs Seal

State of Maryland, Saint Mary's County to wit:
 I hereby certify that on the 29th day of January in the year 1898, before me the Subscribes, a Justice of the Peace of the State of Maryland, in and for Saint Mary's County, personally appeared Eugene F. Price and Joseph C. Hobbs, being as Price and Hobbs now claim George Iceland, Saint Mary's County in the State of Maryland and each did acknowledge the above deed to be their Act.
George B. Dent J. C. Seal

Read this 10th day of May 1898, at 4 O'clock P.M. for record and same day recorded and examined for me.
 Clerk B. B. Seal

John F. Smith
 This deed made this 28th day of February in the year 1898, by us, George C. Guyther and Louisa F. Guyther, his wife, of Saint Mary's County in the State of Maryland, to-wit: that in consideration of Forty Five Dollars, the said George C. Guyther and Louisa F. Guyther, his wife do grant unto William F. Gross of Saint Mary's County, in the State of Maryland, all that tract or parcel of Land called and known as "Part of Ferry Point" situated in the Second Election District of the County and State aforesaid, being part of the same land the said George C. Guyther purchased of John Schindler, beginning for the same at a post now set on a line of Frank Anderson Land near his dwelling and running S 45° 15' 21" 50 ps to a post S 59° 21' 7" 60 ps to a post set by the East side of the private road from the dwelling of Ferry Point to the public road leading from Ferry Point to Ferry Lee then running S 57° 30' 15" ps to a post set on the corner of land 71 46° 15' 15" ps to a post now set on a line of Thomas Dargatz Land and thence according with the said James Dargatz Land and the land of Frank Anderson's Land 71 39° 30' 21" 50 ps to the beginning containing 170 acres, more or less, surveyed July 28th 1895. Witness our hands and seals
 Test: Geo. C. Guyther Seal
 Louisa F. Guyther Seal
 George B. Dent.

LIBERO 906 PAGE 70

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0210

THIS EASEMENT AND AGREEMENT, made this 8th day of

February 19 94 by and between Erman T. Clay

8:50AM06/17/94D RECDNG, \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated May 22, 1984 and recorded among the Land Records of St. Mary's County, at Liber 151, Folio 405;

and 8:50AM06/17/94D RECDNG \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

the general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Joseph VanDusen Kelly Erman T. Clay Sr. (SEAL)
ERMAN T. CLAY (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION
Joseph VanDusen Kelly BY: Larry W. Petty (SEAL)
LARRY W. PETTY

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

I HEREBY CERTIFY That on this 9th day of February 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

Erman T. Clay, Sr., the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Joseph VanDusen Kelly
Notary Public

My Commission Expires: 3/19/96

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

19 _____, 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 25th day of May 1944, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

AS WITNESS my hand and Notarial Seal.

Jacqueline Vandover Kelly

Notary Public

My Commission Expires: 3/19/96



BOOK 006 PAGE 0215 LIBE: 0906 PAGE 75

RECEIVED
JAN 19 1994
METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

By: Erman T. Clay ^{11/10/93}
(Signature) Date
Vanetta H. Clay 11/10/93

WITNESS

By: Bertie H. Brown 1-11-94
(Signature) Date

By: Richard M. Forman By: _____

FOR:
ERMAN T. CLAY

BOOK 006 PAGE 0216

LISEFO 906 RISSO 76

OFFICIAL DEED-CODE - City or County

BOOK 181 PAGE 405

NO TITLE EXAMINATION REQUESTED OR PERFORMED
This Deed, Made this 22nd day of May,

in the year one thousand nine hundred and eighty-four, by and between
THOMAS R. CLAY and VIOLA CLAY, his wife, Grantors,

of St. Mary's County, in the State of Maryland, of the first part, and
ERMAN T. CLAY, Grantee,

2138405/28/848 DEED \$13.00

of the second part.

Witnesseth, That in consideration of the sum of \$-0- and other good and valuable
consideration, the receipt of which is hereby acknowledged by the parties
of the first part,

the said THOMAS R. CLAY and VIOLA CLAY, his wife

do grant and convey unto the said ERMAN T. CLAY, his personal representatives

herein and assigns, in fee simple, all that lot, tract or parcel of ground, situate, lying and being in
the Second Election District of St. Mary's County, Maryland, and described as follows, that is to say:-

Beginning for the

lying on the right hand side of the State Road leading from Tall
Timbers to Piney Point and bounded by the said State Road, by the property
of Edwin G. Ishman and by the property of Joe Coddard on the rear and by
the property of Waverly Robinson on one side, containing one-half (1/2)
acre of land, more or less.

Being all and the same land which was conveyed unto Thomas R. Clay &
Viola Clay, his wife, as tenants by the entireties, by Deed from J. Frank
Bailey, County Treasurer for St. Mary's County, Maryland and Philip J.
Medley dated June 27, 1951 and recorded among the Land Records of St.
Mary's County, Maryland in Liber C.B.G. No. 31, Folio 316.

Subject to a mortgage dated March 15, 1983 from the within Grantors
to St. Mary's Federal Credit Union, recorded at Liber M.R.B. No. 140,
Folio 108 in the original principal amount of \$7,000.00, which the within
Grantee hereby covenants to pay and assume.

Received for transfer this 28th
day of May, 1984
[Signature] Clerk
[Signature] County

1983
[Signature]

THIS IS TO CERTIFY THAT THE WITHIN
INSTRUMENT WAS PREPARED BY THE
UNDESIGNED ATTORNEY, OR BY AN
EMPLOYEE OF SUCH ATTORNEY,
OR BY AN EMPLOYEE OF SUCH ATTORNEY,
[Signature]
ATTORNEY AT LAW

BOOK 006

LIBER 0906 PAGE 77

PAGE 0217

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 4th day of

February 19 94 by and between George Clayton

8:50AM06/17/94 REC'DNG \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated August 31, 1966 and recorded among the Land Records of St. Mary's County, at Liber 128, Folio 466; and

8:50AM06/17/94 REC'DNG \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

19 _____, 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 15th day of May 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Pety who acknowledged himself to be Director of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Shequyen Van Duyn Pety
Notary Public

My Commission Expires: 3/19/96

BOOK 006 PAGE 0221

LICENS 906 PAGES 61

part of the field

Ex. ground

EX. 8' F.M. INSTALLED UNDER CONTRACT NO. S-1185.
TWICE VALVE ASSEMBLY
A) REFER TO DETAIL SHIT. 2

EX. 8' F.M. INSTALLED UNDER CONTRACT NO. S-1185.

TREE REMOVAL AND/OR TRIMMINGS SHALL BE IN ACCORDANCE WITH THE ROADSIDE TREE LAW & PERMIT ISSUED FOR THE WORK BY DIR. FORESTRY DIVISION.

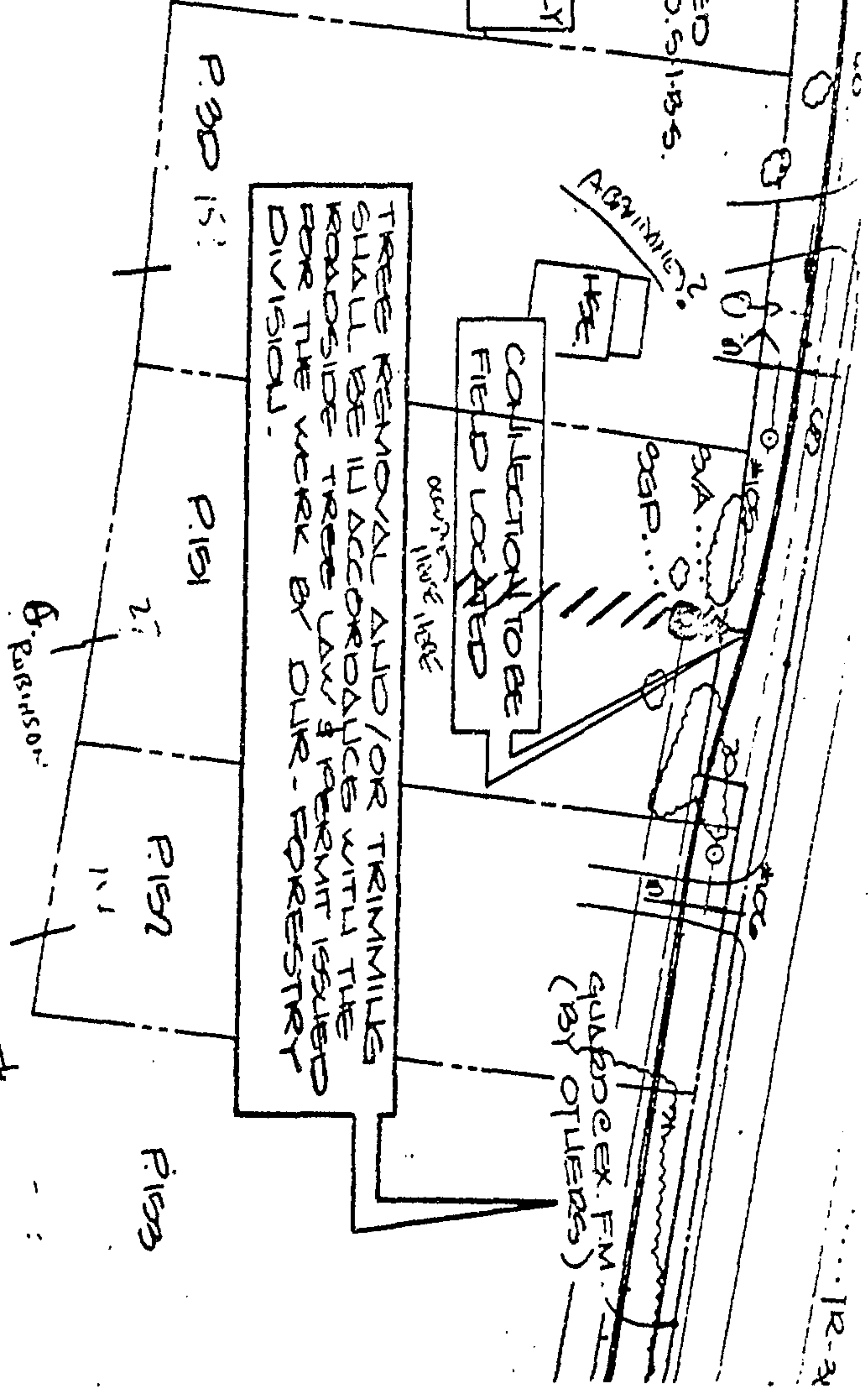
COLLECTION TO BE FIELD LOCATED

GRINDER EX. F.M. (BY OTHERS)

- ▨ = 10' Permanent Easement
- = 5' Permanent Easement Around Grinder Pump

George R. Christian, Sr.
I agree with this Easement as drawn and described.

EXHIBIT A
1" = 50'



WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: George R. Clayton Sr.
(Signature) Date

By: Marilyn V. Ruler 2/4/94
(Signature) Date

By: _____

By: _____

RECEIVED 109414

This Deed, Made this 31st day of August

In the year one thousand nine hundred and sixty-six . by and between Joseph B. Goddard and Ruby H. Goddard, his wife

of St. Mary's County in the State of Maryland, of the first part, and

George R. Clayton and Margaret R. Clayton, his wife, parties

of the second part.

Witnesseth, That in consideration of the sum of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Joseph B. Goddard and Ruby H. Goddard, his wife,

do grant and convey unto the said George R. Clayton and Margaret R. Clayton, his wife, as tenants by the entireties, their

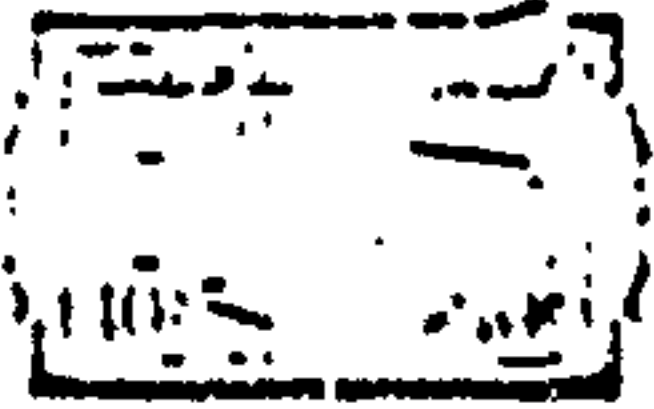
heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in the Second Election District of St. Mary's County, Maryland, aforesaid, and described as follows, that is to say:-

Beginning for the same at a point on the west side of the state road leading from Valley Lee to Piney Point, said point being marked by a stake which marks the boundary between the real estate hereby conveyed and the real estate conveyed by George Robinson, et ux., to Waverly Robinson, et ux., by deed dated June 21st, 1965, thence in a South westerly direction following the division line between the real estate hereby conveyed and the land of the said Waverly Robinson and wife, a distance of 70 yards to a stake there set, thence to a South Easterly direction parallel to said state road a distance of 35 yards to another stake there set thence in a North Easterly direction parallel to the first line in this description a distance of 70 yards to aforesaid state road, thence with said state road a distance of 25 yards to the point of beginning, containing 1/2 acre, more or less. Being all and the same land which was conveyed to Joseph B. Goddard, one of the within grantors, by George Robinson and Margaret R. Robinson, his wife, by deed dated June 21st, 1965, and recorded in Liber C.B.C. No. 120, folio 379, one of the land records of St. Mary's County, Maryland.

This is to certify that all taxes on this deed have been paid to the State of Maryland. Witness my hand and seal of office this 31st day of August 1966. Francis H. [Signature] Notary Public, St. Mary's County, Md.

Received this 31st day of August 1966 at 4:08 P.M. in the presence of the following witnesses: [Signatures] RECORDED AND INDEXED [Signature]

Recy 6.00 Ad 2.20



BOOK 006

PAGE 0224

LIBERO 906 PAGE 84

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 31st day of January 19 94 by and between (deceased) William F. Geneva Blackwell

8:50AM06/17/940 RECDNG \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated October 9, 1951 and recorded among the Land Records of St. Mary's County, at Liber 33, Folio 428; and

8:50AM06/17/940 MECDM \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacquelyn V. Raley

Agnes G. Blackwell (SEAL)
AGNES G. BLACKWELL (SEAL)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Jacquelyn V. Raley

BY: LARRY K. PETTY (SEAL)

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

I HEREBY CERTIFY That on this 31st day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

Agnes G. Blackwell, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jacquelyn Ventresca Raley

Notary Public

My Commission Expires: 3/19/96



STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

19____, 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 15th day of May 1994, 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 the St. Mary's County Metropolitan

Commission, a body politic and corporate, and that he, as

Director being authorized so to do, executed the

foregoing instrument for the purposed therein contained by

signing the name of the St. Mary's County Metropolitan Commission

by himself as Director.

AS WITNESS my hand and Notarial Seal.

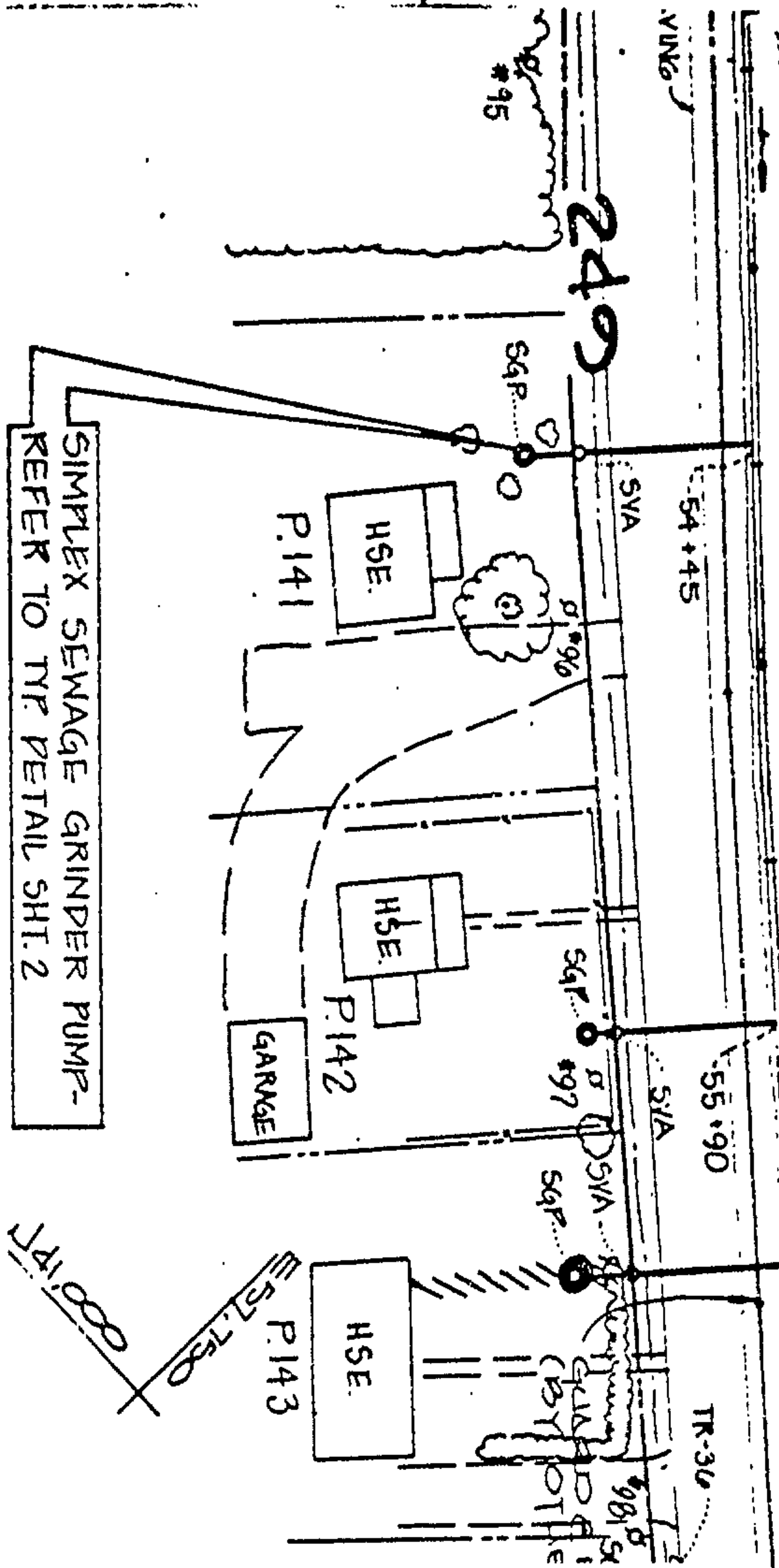
Jacqueline VanDusen Poley



Notary Public

My Commission Expires: 3/19/96.



LIDET 0906 PAGES 88
 BOOK 006 PAGE 0228



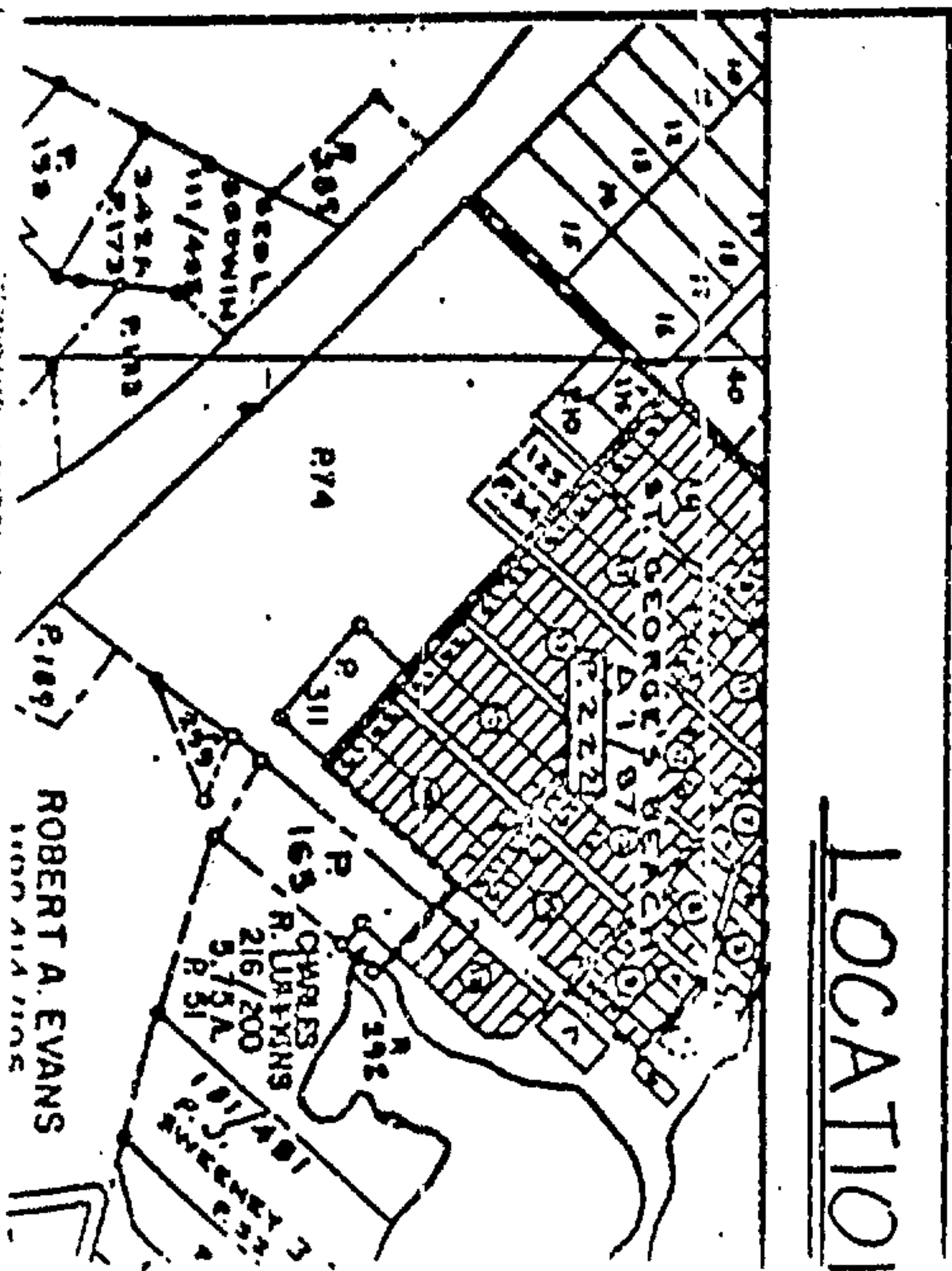
-  = 10' Permanent Easement
-  = 5' Permanent Easement Around Grinder Pump

Agnes G. Blackwell
 agrees with this Easement as drawn and described.

EXHIBIT A

1"=50'

DESTROYED BY FIRE



LOCATION

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.

When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200,000. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,

Nancy J. Hutson
Nancy J. Hutson
CD Loan Officer *ly sey*

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)

2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".

3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

By: Agnes G. Blackwell
(Signature) Date

WITNESS

By: Dorothy J. Johnson 12/20/90
(Signature) Date

By: _____

By: _____

1907 31 Feb 126

For State, District, and County.

This Deed. Made this 9th day of October

in the year one thousand nine hundred and fifty-one by Elmore Blackwell and Mary Blackwell, his wife, parties of the first part; and William J. Blackwell and Geneva A. Blackwell, his wife, parties of the second part.

Witnesseth that in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Elmore Blackwell and Mary Blackwell, his wife do hereby convey unto William J. Blackwell and Geneva A. Blackwell, his wife, as tenants by the entireties,

their ^{part and share in (to-wit), all} that lot, tract or parcel of ^{land} ^{situate, lying and being in} the Ninth Election District of St. Mary's County, State of Maryland and described as follows, that to-wit:

Beginning for the same at a stake set on the right hand side of the State Road leading from Piney Point to St. George's Island and thence running with the road for a distance of 85 feet to a stake; thence leaving the road and running for a distance of 91 feet to a stake; thence for a distance of 85 feet to a stake; thence for a distance of 96 1/2 feet to the place of beginning, containing one-fifth (1/5th) of an acre of land, more or less. Being a part of the land which was conveyed by Ike Weiner and wife to the within grantors by deed, dated August 6th, 1937 and recorded in Liber J. & R. No. 11 Folio 226, one of the land records of St. Mary's County, Maryland.

LIBERO 906 PAGE 92

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0232

THIS EASEMENT AND AGREEMENT, made this 30th day of January 1994 by and between (deceased) Morris & Grace Blackwell
8:50AM06/17/940 RECDNG \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated May 1, 1947 and recorded among the Land Records of St. Mary's County, at Liber 20, Folio 6; and
8:50AM06/17/940 MECOM \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacqueline V. Raley

Grace C. Blackwell (SEAL)
GRACE C. BLACKWELL (SEAL)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Jacqueline VanDrun Raley

BY: [Signature] (SEAL)

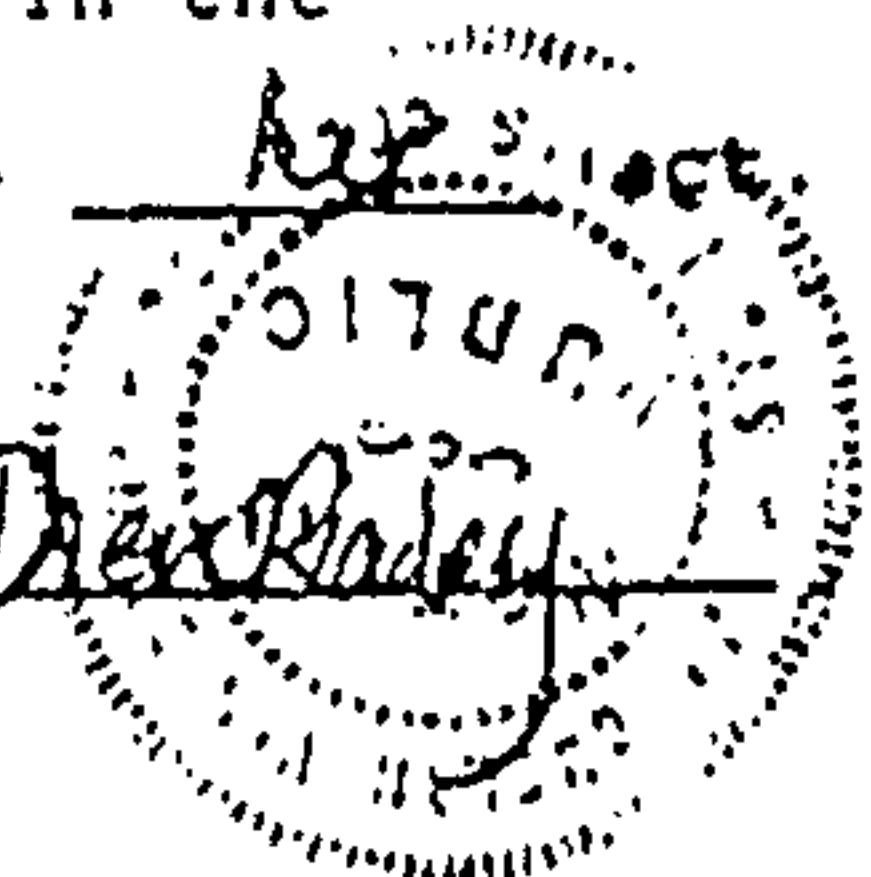
STATE OF Maryland, County of St. Mary's to-wit:

I HEREBY CERTIFY That on this 30th day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

Grace C. Blackwell, the GRANTOR named in the foregoing instrument and acknowledged it to be _____

AS WITNESS my hand and Notarial Seal.

Jacqueline VanDrun Raley
Notary Public



My Commission Expires: 3/19/96

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

BOOK 008

PAGE 0235

LIBERO 906 PAGE 95

19____, 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 25th day of May 1944, 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 the St. Mary's County Metropolitan

Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the

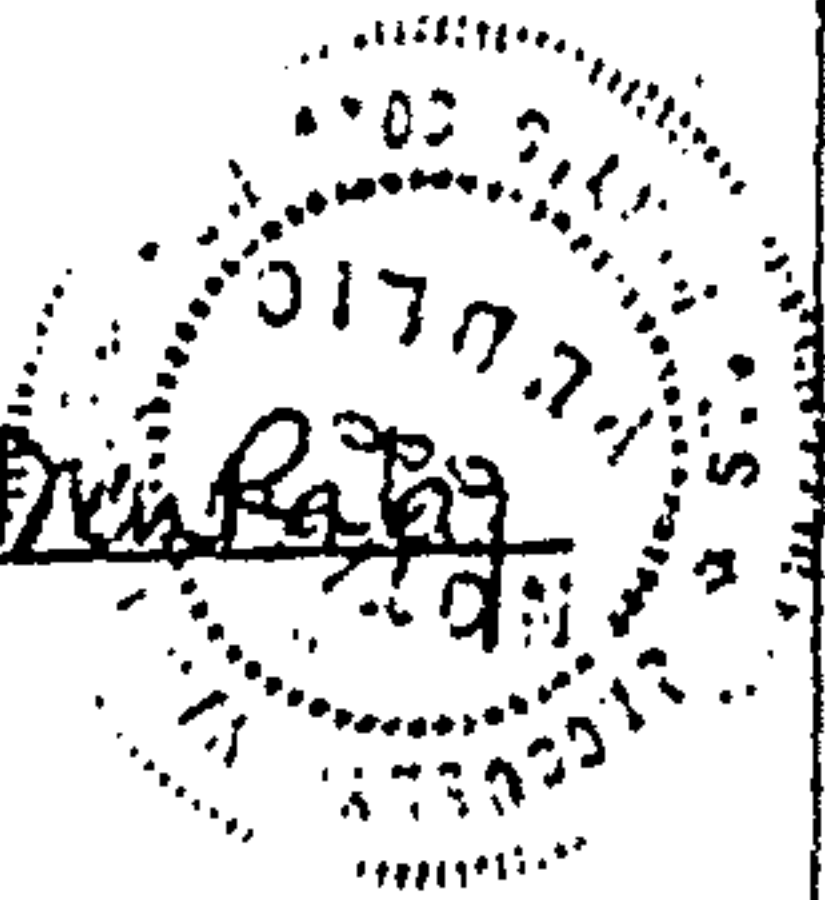
foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacqueline Van Dren Rabin

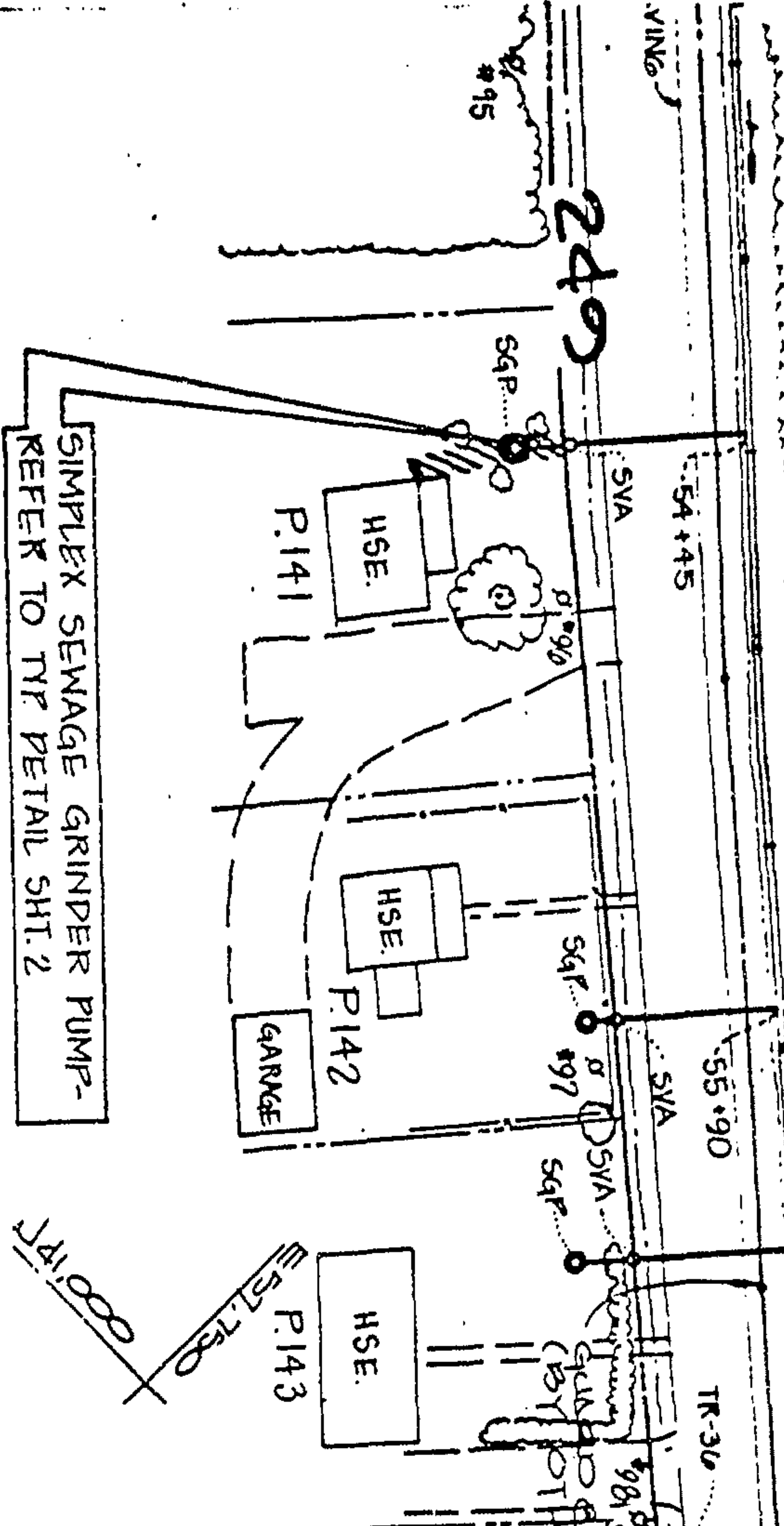
Notary Public



My Commission Expires: 3/19/96.



LIBER 0906 PAGE 96

BOOK 006 PAGE 0236

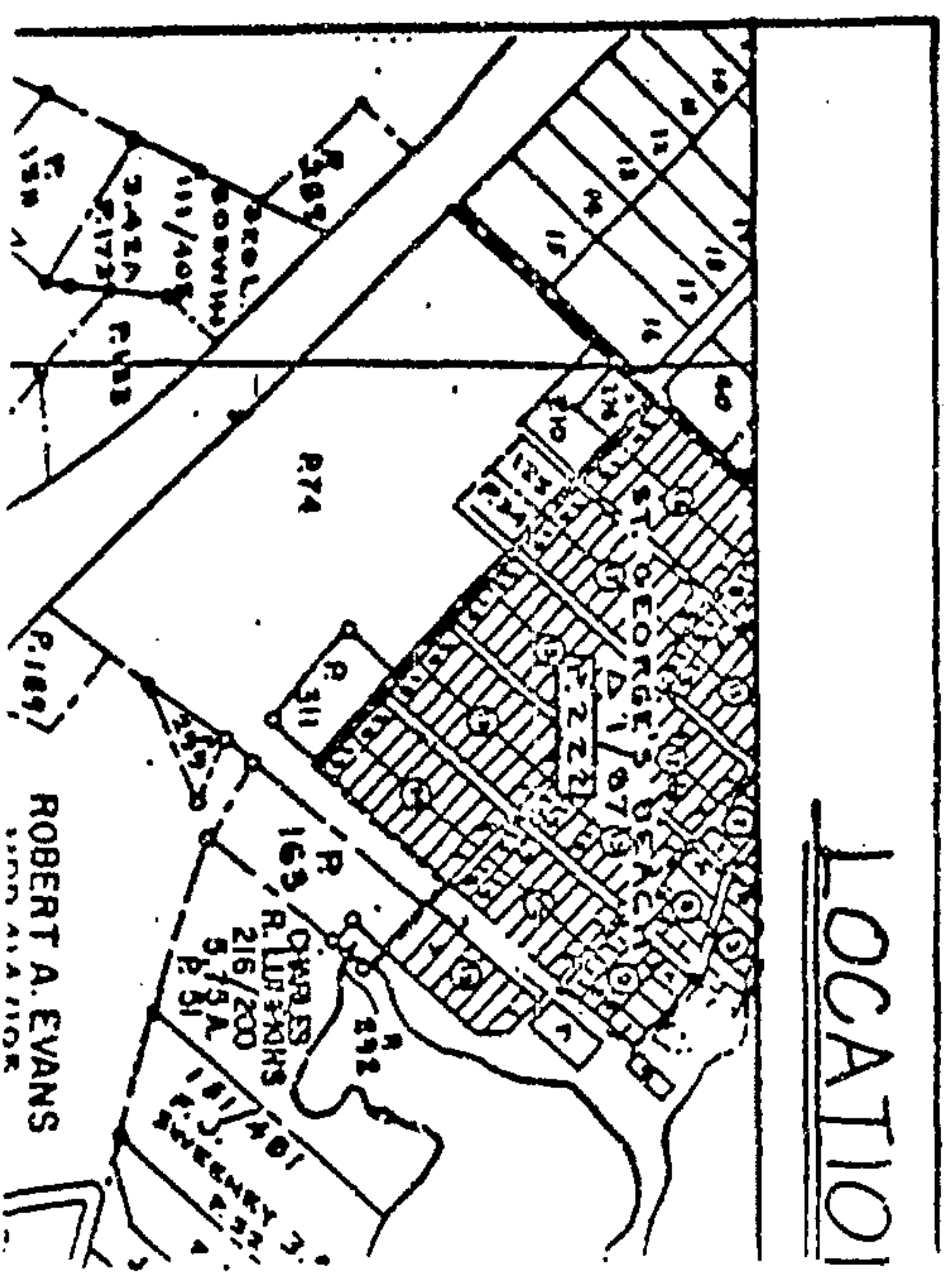


-  = 10' Permanent Easement
-  = 5' Permanent Easement Around Grinder Pump

J. O. Blackwell
 agree with this Easement as

EXHIBIT A
 1" = 50'

NEED NOT
 BE DESTROYED
 BY FIRE



LOCATION

ROBERT A. EVANS

BOOK 006 PAGE 0237

LIBERO 906 PAGE 97

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.

When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,



Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: Grace C. Blankwell ¹⁻³¹⁻⁹⁴
(Signature) Date

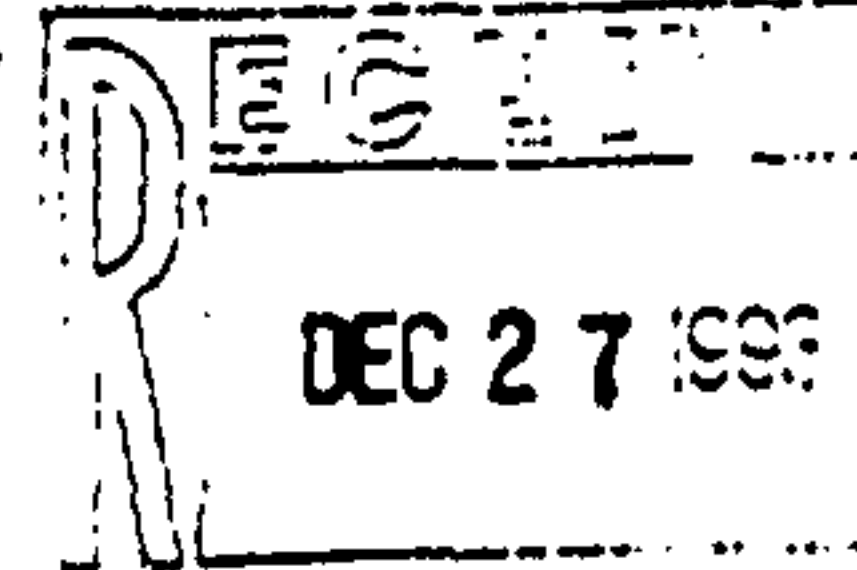
By: Victor V. Raley ¹⁻³⁰⁻⁹⁴
(Signature) Date

By: _____

By: _____

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE

December 20, 1993



Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.


When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$ 200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,


Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

- 1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
- 2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
- 3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box ⁶ 21.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: James L. Bleasdale
(Signature) Date 12-21-73

By: Harvey W. Barber 12-22-73
(Signature) Date

By: _____

By: Alan R. Barber 12-23-73

BOOK 006

PAGE 0241

THIS EASEMENT AND AGREEMENT, made this 25th day ofJanuary 19 94 by and between Thomas L. Maddox

8:50AM06/17/94D RECDNG \$0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's County, Maryland, more particularly described in a deed dated October 14, 1983 and recorded among the Land Records of St. Mary's County, at Liber 159, Folio 491; and

8:50AM06/17/94D RECDM \$0.00

WHEREAS GRANTOR is desirous of voluntarily participating in the Maryland Route 249 Sewage Project, in Sanitary District No. 5, and in furtherance thereof has agreed to grant certain easements to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

the general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacqueline VanDrun Raley Thomas L. Maddox, Sr. (SEAL)
THOMAS L. MADDOX, Sr. (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

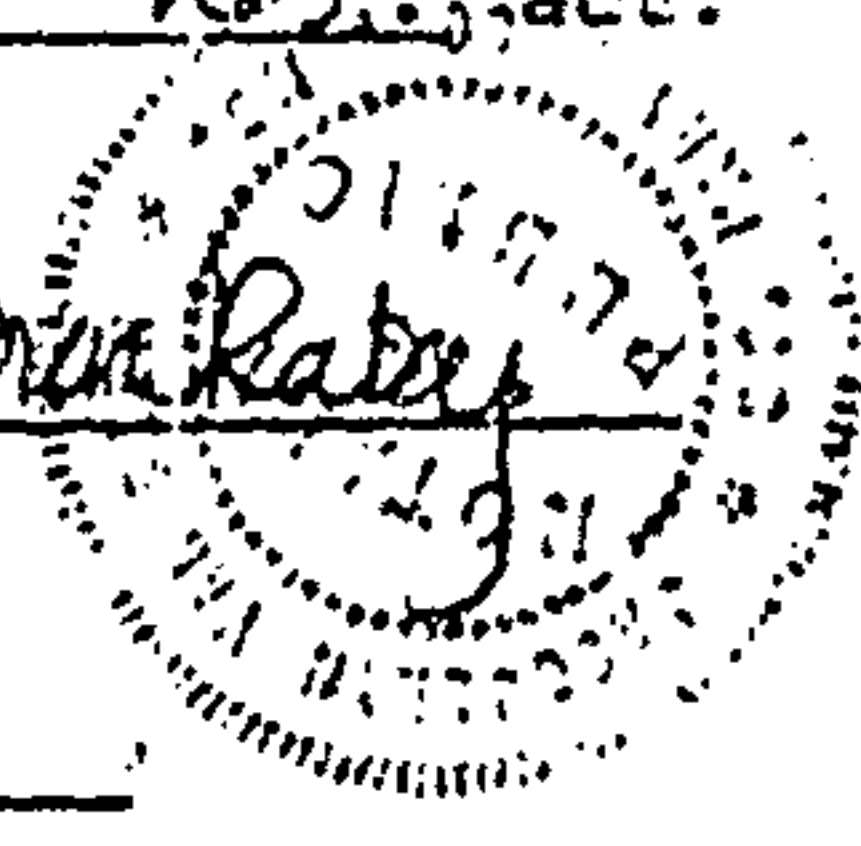
Jacqueline VanDrun Raley BY: [Signature] (SEAL)

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

I HEREBY CERTIFY That on this 20th day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas L. Maddox, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Jacqueline VanDrun Raley
Notary Public
My Commission Expires: 3/19/96



STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

19 , 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

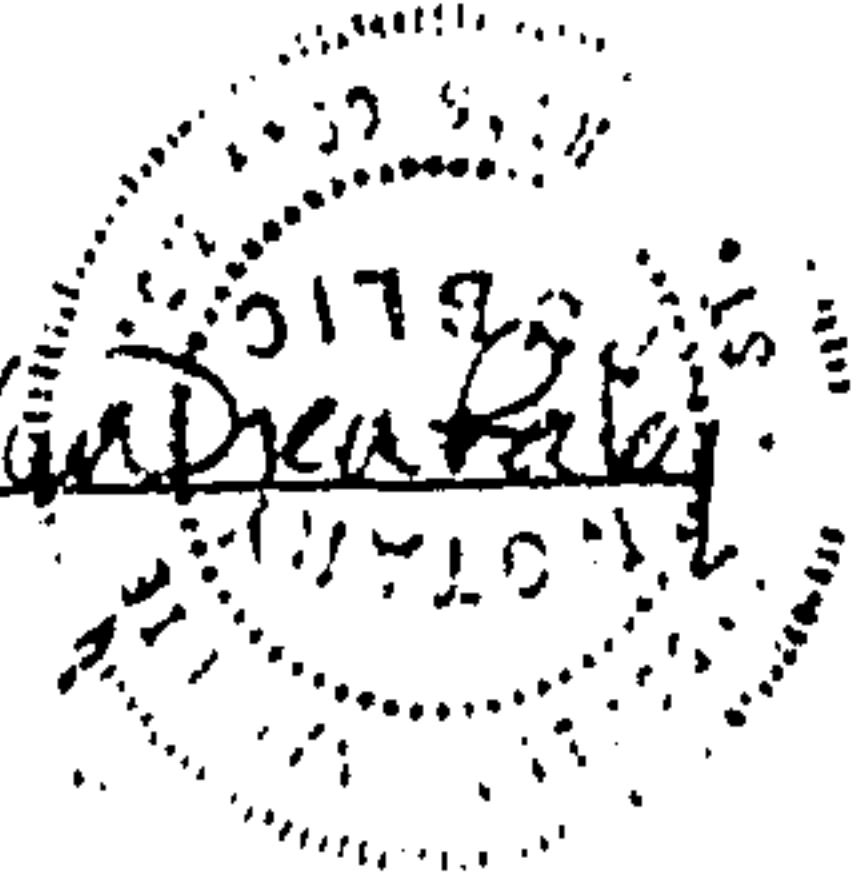
My Commission Expires: _____

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

I HEREBY CERTIFY That on this 15th day of May 1994, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Kirquell Van Dren Baley
Notary Public



My Commission Expires: 3/19/96

ACQUISITION OF EASEMENTS/FEDERAL UNIFORM ACT APPLICABILITY
RE: OLD MD RT. 249 PUBLIC SEWER LINE*December 20, 1993*

Dear Property Owner:

The St. Mary's County Department of Economic and Community Development (DECD) is required to obtain an easement on your property to install sewer facilities as part of the extension of the old Rt. 249 Sewerline project. It is requested that you consider providing the easement at no charge, since such payments were ineligible for Federal EPA and State grant funding. Payments for easements would only add to the local cost of this project, which would have become an obligation for the County to repay.

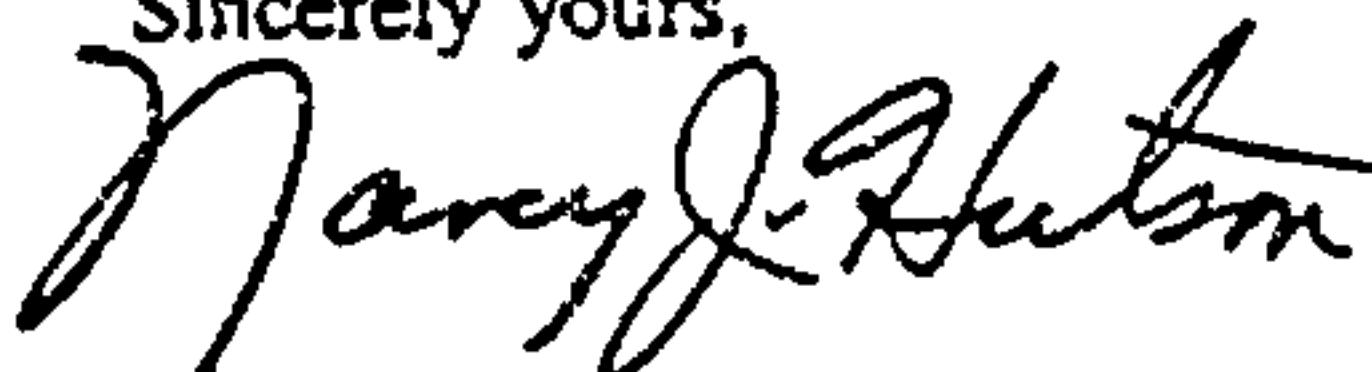
When CDBG funds are used for this type of project costs, federal regulations control the acquisition of land and easements.

The federal regulations require the County to determine the fair market value of the easements obtained. The County has determined that the fair market value of your easement is \$200.00. This determination of value was made in the following manner: Mr. James Spence, Supervisor of State Assessments Office, Leonardtown, MD 20650. It was also determined that each property is or will be benefited more by the system than adversely affected by the easement. A copy of the determination of value is available at METCOM and the Department of Economic and Community Development Offices.

Now that the project is about to begin, we must inform you of your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), and that we need to show evidence of compliance with the Uniform Act or risk loss of the CDBG grant. Please accept this letter, and the accompanying information and waiver, as notification of your rights and benefits in accordance with requirements of the Uniform Act. In order to keep the costs of this project down, DECD staff would appreciate you reading and signing the enclosed waiver as it applies to your easement, and return it in the enclosed self-addressed stamped envelope as quickly as possible.

Your cooperation is very much appreciated. Failure to respond to this request could result in loss of grant funding for the sewer project.

Sincerely yours,

Nancy J. Hutson
CD Loan Officer

cc: Steve King, Assistant Director METCOM

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (49 CFR PART 24)

This will serve to acknowledge the following:

1. St. Mary's County, Maryland (hereinafter referred to as the County) has received approval to amend its FY86 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Community Development (HUD). One of the conditions of such funding is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act.)
2. Uniform Act regulations require the County to establish fair and just compensation for property to be acquired, (the Easement for which your grinder pump will be placed and maintenance authorization when needed). Important features of the Uniform Act are described in the HUD brochure, "When a Public Agency Acquires Your Property".
3. This will also serve to verify that:

The County, must advise me of my rights and benefits prior to obtaining an easement to my property located at: Old Rt. 249, Box _____.

I have now been fully advised of my rights and benefits under the Uniform Act by the undersigned County Representative, and have been furnished with the appropriate, brochure.

After being fully advised of my/our rights and benefits under the Uniform Act by the County Representative, I/we find it to be in my/our best interest to waive any rights and benefits accruing to me/us under said Act.

THEREFORE, let it be known that by my/our signature(s) hereon, I/we free and without duress, waive any and all rights and benefits accruing to me/us under the Uniform Act.

OWNER(s)

WITNESS

By: Shirley L. Williams
(Signature) Date

By: Heavenly V. Rakey 1/28/94
(Signature) Date

By: _____

By: _____

BOOK 159 PAGE 491

3103PM/10/83 DEED \$16.00

FEES-SIMPLE DEED-CODE-CITY OR COUNTY

NO TITLE SEARCH REQUESTED

This Deed, Made this 16th day of October

In the year one thousand nine hundred and eighty three, by and between THOMAS LEROY MADDOX, Personal Representative of the Estate of ARTHUR J. MADDOX, party of the first part, Grantor, and Christine Maddox and THOMAS LEROY MADDOX, of St. Mary's County, Maryland, parties of the second part, Grantees.

WHEREAS, Arthur J. Maddox departed this life intestate on or about the 7th day of April, 1981, having been vested with the title in and to the lot of ground hereinafter described, and

WHEREAS, Thomas Leroy Maddox was duly appointed Personal Representative for the Estate of Arthur J. Maddox, by the Orphan's Court of St. Mary's County, Maryland, on April 15, 1981 and

WHEREAS, Christine Maddox was the surviving spouse of Arthur J. Maddox, and Thomas Leroy Maddox was the sole surviving issue of Arthur J. Maddox, each being entitled under the laws of intestate succession of the State of Maryland to a one-half share of any property within his Estate.

NOW, THEREFORE, THIS DEED WITNESSETH: that in consideration of the premises and in faithful performance of his duties as required by law, the party of the first part doth grant and convey unto the parties of the second part their heirs, personal representatives and assigns, in fee-simple, all that lot or parcel of land, situate, laying and being in St. Mary's County, Maryland, and described as follows, to wit:

BEGINNING for the same at a point in the Westernmost Right of Way Line of Maryland Route 249 leading from Vally Lee to Piney Point said point of beginning being the intersection of the aforesaid Westernmost Right of Way Line with the Line of Division between the property formerly owned by Edwin C. Ashman and the property of Clarence Wilson said point of intersection being situated 73 ft. measured radially to the right of Station 369 + 32 ± of the Base Line of Right of Way as said Base Line of Right of Way is delineated on the State Roads Commission's plat numbered 25732, attached hereto and made a part hereof running thence and binding along a part of the aforesaid Westernmost Right of Way Line in a Southeasterly direction by a curve to the right having a radius of 2416.81 Ft. for a distance of 277 ft. ± to intersect the Line of Division between the aforesaid property formerly owned by Edwin C. Ashman now owned by the State Roads Commission of Maryland with the property of Thomas R. Clay running thence and binding thereon in a Southwesterly direction 91 ft. ± thence in a Northwesterly direction 163 ft. ± thence continuing in a Northwesterly direction 118 ft. ± to intersect the aforesaid Line of Division between the aforesaid property formerly owned by Edwin C. Ashman now owned by the State Roads Commission of Maryland with the aforesaid property of Clarence Wilson running thence and binding thereon in a Northeasterly direction 160 ft. ± to the place of beginning. Containing 0.74 acres plus or minus.

BEING PART OF THE LAND which by deed dated July 31, 1969 and being recorded among the Land Records of St. Mary's County in Liber KBK #152, folio 362 was conveyed by Edwin C. Ashman to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed dated September 9, 1969 and being recorded among the Land Records of St. Mary's County, Maryland, in Liber DBK #156, at folio 259 was conveyed by the State Roads Commission to Arthur J. Maddox.

1983
Katherine T. D'Alagni

This is to certify that the fee for this deed was paid to the County Assessor's Office of the property on 10/14/83
Deed 14, 1983
Curt
Supervisor of Assessments
St. Mary's County, MD

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0249

THIS EASEMENT AND AGREEMENT, made this 26th day of April 1994 by and between CHARLOTTE HALL DEVELOPMENT PARTNERSHIP, party of the first part, hereinafter referred to as "GRANTOR",

and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE",
WITNESSETH,

8:50AM06/17/94D RECONG \$0.00

8:50AM06/17/94D RECONG \$0.00

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the Fifth (5th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated June 13, 1989 and recorded among the Land Records of St. Mary's County, at Liber MRB 480, Folio 351; and

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a water system, to include a water line, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the water line, and other associated equipment, hereinafter referred to as the "Facilities", as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a twenty (20) foot wide parcel of land parallel to and centered over the proposed water line and connecting pipeline (if applicable).

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall not erect any building or similar structure over, or within ten (10) feet of the water line; otherwise, GRANTOR may use said Easement

H.S.

Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

3. GRANTEE shall save the GRANTOR harmless from any and all liability caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

4. GRANTEE shall restore all areas disturbed during construction, maintenance or repair to its original conditions.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

MANAGING PARTNER OF
Charlotte Hall Development Partnership
H. Shahmirzadi (SEAL) of Charlotte Hall Development Part.

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: [Signature] (SEAL)

STATE OF Maryland, County of Charles to-wit;

I HEREBY CERTIFY That on this 26 day of April 1994 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. Shahmirzadi, 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: 3/1/98

STATE OF _____, County of _____ to-wit;

I HEREBY CERTIFY That on this _____ day of _____ 19____ 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: 3/19/96

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

I HEREBY CERTIFY That on this 31st day of May 1994;

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 the St. Mary's

County Metropolitan Commission, a body politic and corporate, and that he, as such

Director being authorized so to do, executed the foregoing instrument for the

purposed therein contained by signing the name of the St. Mary's County

by himself as Director Metropolitan Commission

AS WITNESS my hand and Notarial Seal.

Jacquelyn Vandoren
Notary Public



My Commission Expires: 3/19/96

LIBERO 906 PAGE 12

BOOK 006 PAGE 0252

20' WIDE
WATERLINE EASEMENT
138 SQ. FT.
MRB 480/351

LOT 5

NORTH INDIAN CREEK ESTATE
MRB 030/023
LOT 500-6A

MARYLAND STATE ROUTE 5
N/37.5°E
N/F
CHARLOTTE HALL DEV.
MRB 480/351

138' 37.5" W
138'



William P. McCrone
11-5-93

H.J.

FORM NO. 2	EASEMENT PLAT	McCRONE Engineers • Planners Surveyors Annapolis, Maryland Centreville • Chestertown • Easton • Elkton La Plata • Leonardtown • Prince Frederick	DRAWN BY <u>cup</u>
	20' WIDE WATER LINE EASEMENT 138ft.		SCALE <u>1" = 10'</u>
	THROUGH MRB 480/351		DATE <u>10-10-93</u>
	SUBSECTION DIST. ST. MARY'S CO., MD. FOR: METCOM		JOB NO. <u>10446344</u> FOLDER <u>T 1 916</u>

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

12:58PM08/03/94A PW AGR \$0.00

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

12:58PM08/03/94A HECCOM \$0.00

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Map 33, Parcel 64, Lot 2 and,

WHEREAS, the Developer, whether by requirement of the County or by choice desires to construct central 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the

covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the completed facilities expires; 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 the following fees:

Inspection Fees: \$ 28.00 based upon 3% of the Bond or Letter of Credit payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the final total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 4079.00 based upon \$ 4079.00 per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Serve Charge: \$ ~~10.35~~ ^{10.35 umc} ~~4 PE~~ ^{4 PE} per month based upon 1 EDU at \$ ~~10.35~~ ^{10.35 umc} ~~4 PE~~ ^{4 PE} per EDU per month payment beginning at the time time capacity allocation is made (Planning Commission Approval) or service available, whichever occurs first.

Sewer Service Charge: \$ 13.20 per month based upon \$ 13.20 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 0.00 per month based upon \$ N/A per month per meter and \$ N/A per month per meter beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ N/A per EDU for developments without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

Water Storage Fees: \$ N/A per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
 2. The time the Developer sells an individual lot or lots or,
 3. The 365th day after the execution of this Agreement or,
- whichever occurs first.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As-Built" drawings shall be submitted to the Commission.

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 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: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as to the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrantee all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the Commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

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

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Handwritten Signature]

By *[Handwritten Signature]*

Secretary

Chairman, Francis P. Eagan

ATTEST:

DEVELOPER / PROPERTY OWNERS

[Handwritten Signature]

[Handwritten Signature]

William B. Cease

By

By

Mortgagor

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

I HEREBY CERTIFY that on this 13th day of April, 1993, before me, a Notary Public in and for the County of St. Mary's aforesaid personally appeared *Frances P. Eagan* Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public



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

I HEREBY CERTIFY that on this 29th day of March, 1993 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared *William B. Cease* and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

*My Commission
Expires 2/1/96*



EXHIBIT B

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASING

PROJECT NAME: Map 33, Parcel 64, Lot 2

TOTAL # OF PHASES: One

DEVELOPER: Howard T. Buckler

PHASE 1

PLAT REF: Tax Map 33, Parcel 64, Lot 2

* LOTS TO BE SERVED: 1

PROJECTED CONSTRUCTION START DATE: April 1, 1993

PROJECTED CONSTRUCTION COMPLETION DATE: July 31, 1993

FACILITIES TO BE CONSTRUCTED*: Install 225 L.F. of 1-1/2" PYC, 1-1/2" Cleanout, 32 L.F. of 1-1/4" PYC and 1-1/4" Ball Valve.

COMMISSION PARTICIPATION: None

PHASE 2

PLAT REF:

* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF:

* LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, force mains, sewer house

service lines, air release valves, house connections, together with 20' permanent easements over the same for maintenance and modification of 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.

** In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

(Initials)

Developer:

(Initials)

I, William B. Cease, being the owner of Map 33, Parcel 64, Lot 2, certify that there is currently no lien on the said property, therefore, no signature on the Public Works Agreement is necessary for the "Mortgagor".

William B. Cease

03/29/43

William B. Cease

Date

PUBLIC WORKS AGREEMENT

THIS AGREEMENT by and between the ST MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter the "Commission" and 235 PARTNERSHIP hereinafter the "Developer".

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

WHEREAS, the Developer is developing certain real property within the said Sanitary District known and described as Laurel Glen PUD and,

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

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein, it is agreed by the partes 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 Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State and Federal Governments.

SECOND: The Developer shall submit a statement to be included as Exhibit A and/or B of this document, settling 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. The Developer shall also submit a copy of the deed proving he/she is the sole owner, or a legal opinion/certification listing all other parties with an interest in the property.

THIRD: On or before the signing of this Agreement by the parties, the Developer shall furnish a bond or bonds, in the form of surety or sureties thereof to be as approved by the Commission. Said bond shall be payable to the Commission, its successors and assigns in a sum equal to the aforesaid engineering estimate for the cost of constructing the facilities, plus ten percent for contingencies, or the amount of the contract prices, whichever is higher, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions, stipulations and terms of this Agreement, such bond or bonds to be and remain in force until such time as the warrantee period on the complete facilities expires; 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 the Commission the following fees:

Review Fees: \$18,900.00 based upon \$ 75.00 per residential lot, or EDU and, \$ N/A per commercial lot or EDU payable upon execution of this Agreement.

Inspection Fees: \$2,268.00 *based upon 3% of the Bond or Letter of Credit for Phase I only, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the inspection fee initially collected, the remaining balance shall be returned to the Developer or, if the total inspection cost is more than the inspection fee initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$2,340.00 based upon \$90.00 per connection payable upon execution of this Agreement or the time a connection permit is issued.

Debt Service Charge: \$1,935.75 per month based upon 1,410 front feet at \$1.70 front foot per year payment beginning at the time capacity allocation is made (Planning Commission Approval or service, whichever occurs first.

RECORDING FEE 0.00
TOTAL 0.00
RES#303 Rct#1999999
EWA BB BIK#969
Sep 29, 1994 09:16 am

RECORDING FEE 0.00
TOTAL 0.00
RES#303 Rct#1999999
EWA BB BIK#1049
Sep 29, 1994 10:11 am

Sewer Service Charge: \$ 2,429.26 per month based upon \$ 9.64 per month per EDU beginning when service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$2,079.00 per month based upon \$8.25 per month per meter beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$ 250.00** per EDU for development without supply (wells) that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

Water Storage Fees: \$ 600.00** per EDU for developments without storage facilities that utilize the public water system, payable upon:

1. The time the Use and Occupancy is issued or,
2. The time the Developer sells an individual lot or lots.

FIFTH: The Developer shall construct all of the facilities set forth in Exhibit A and/or 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 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. Within sixty days after the construction of any phase is completed, a completed set of "As Built" drawings shall be submitted to the Commission.

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 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: No premises within the project to be connected to the facilities shall be occupied or used for any purpose whether or not sold by the Developer to others, unless and until such time as the facilities have been completed in accordance with the aforesaid plans, specifications and schedule and have been inspected, approved and accepted by the Commission and the Developer so notified in writing by the Commission.

TENTH: In the event of a dispute between the parties as the subject matter of this Agreement, the dispute can be submitted to arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Maryland and St. Mary's County.

ELEVENTH: This Agreement shall be binding on and insure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

TWELFTH: The Developer shall warrant all mechanical, electrical and control facilities for a period of twelve months and all earthwork for a period of eighteen months after they have been conveyed to the Commission. Failure of any of the facilities to perform properly or meet the conditions of paragraph FIRST shall be corrected as soon as possible after notification by the commission. Failure of facilities to perform due to neglect or misuse by the Commission will void appropriate portion of the warranties. The warranties shall cover the cost of labor, equipment, and materials needed to correct any problems with said facilities.

THIRTEENTH: Failure of the Developer to meet the construction start date or the construction completion date as reflected in Exhibit A and B attached hereto does not in any way influence or bear upon the rights of the Commission as set forth elsewhere in this Agreement.

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

ATTEST:

[Signature]
Secretary

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature]
Chairman, Frances P. Eagan

ATTEST:

DEVELOPER / PROPERTY OWNERS

235 PARTNERSHIP

By: [Signature]
Keith A. Allston

By: [Signature]
Andrew V. Colevas

By: [Signature]
Phillip H. Dorsey, III

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 21st day of July 1974 before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared FRANCES P. EAGAN Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

[Signature]
Notary Public

My Commission Expires: 2/1/96

STATE OF Maryland

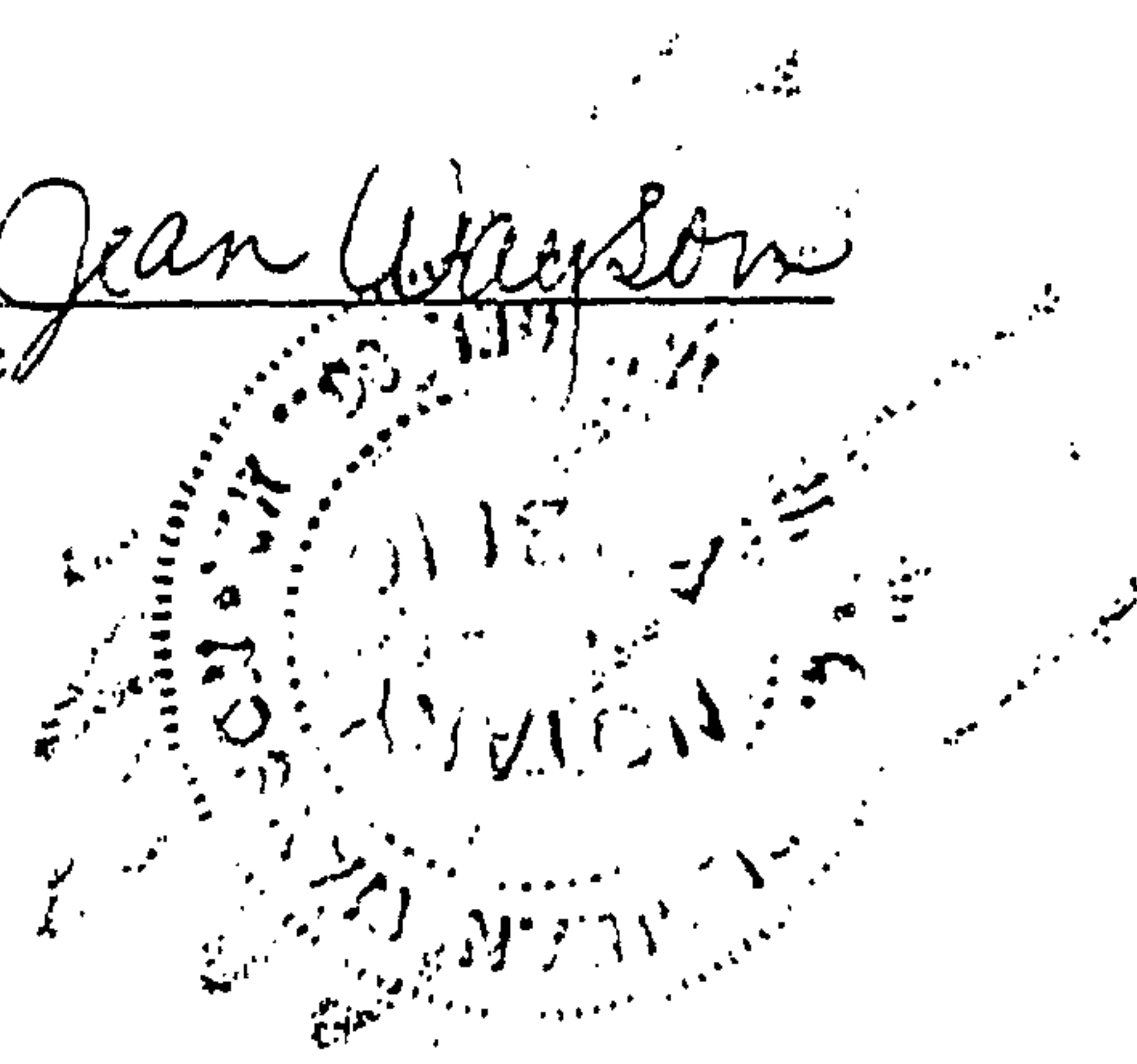
COUNTY OF Prince Georges to wit:

I HEREBY CERTIFY that on this 9 day of Feb., 1994 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Phillip H. Dorsey III and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 5/1/95



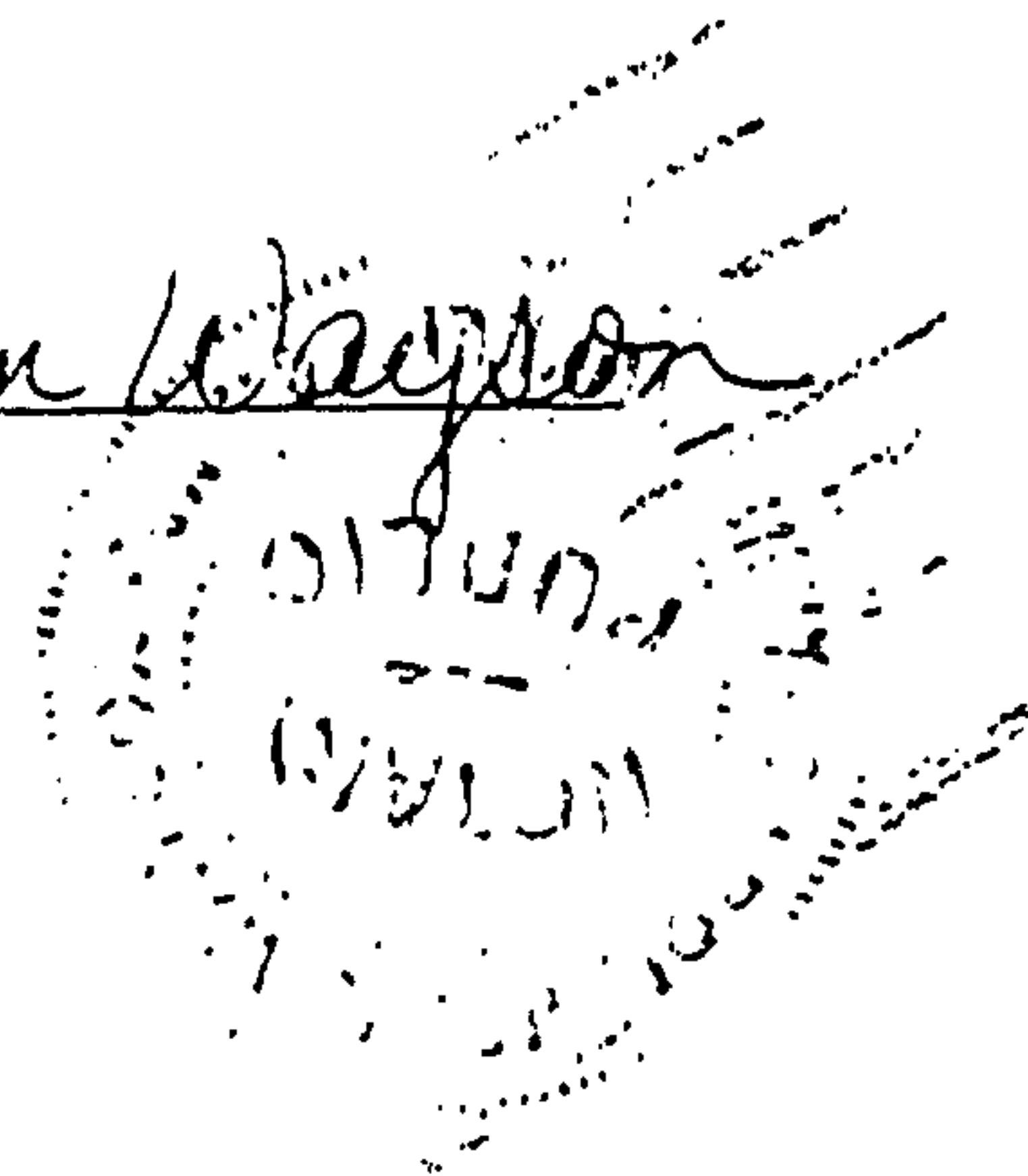
STATE OF Maryland
COUNTY OF Prince Georges to wit:

I HEREBY CERTIFY that on this 9 day of Feb., 1994 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared ANDREW V. Colevas and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Carol Jean Wayson
Notary Public

My Commission Expires: 5/1/95



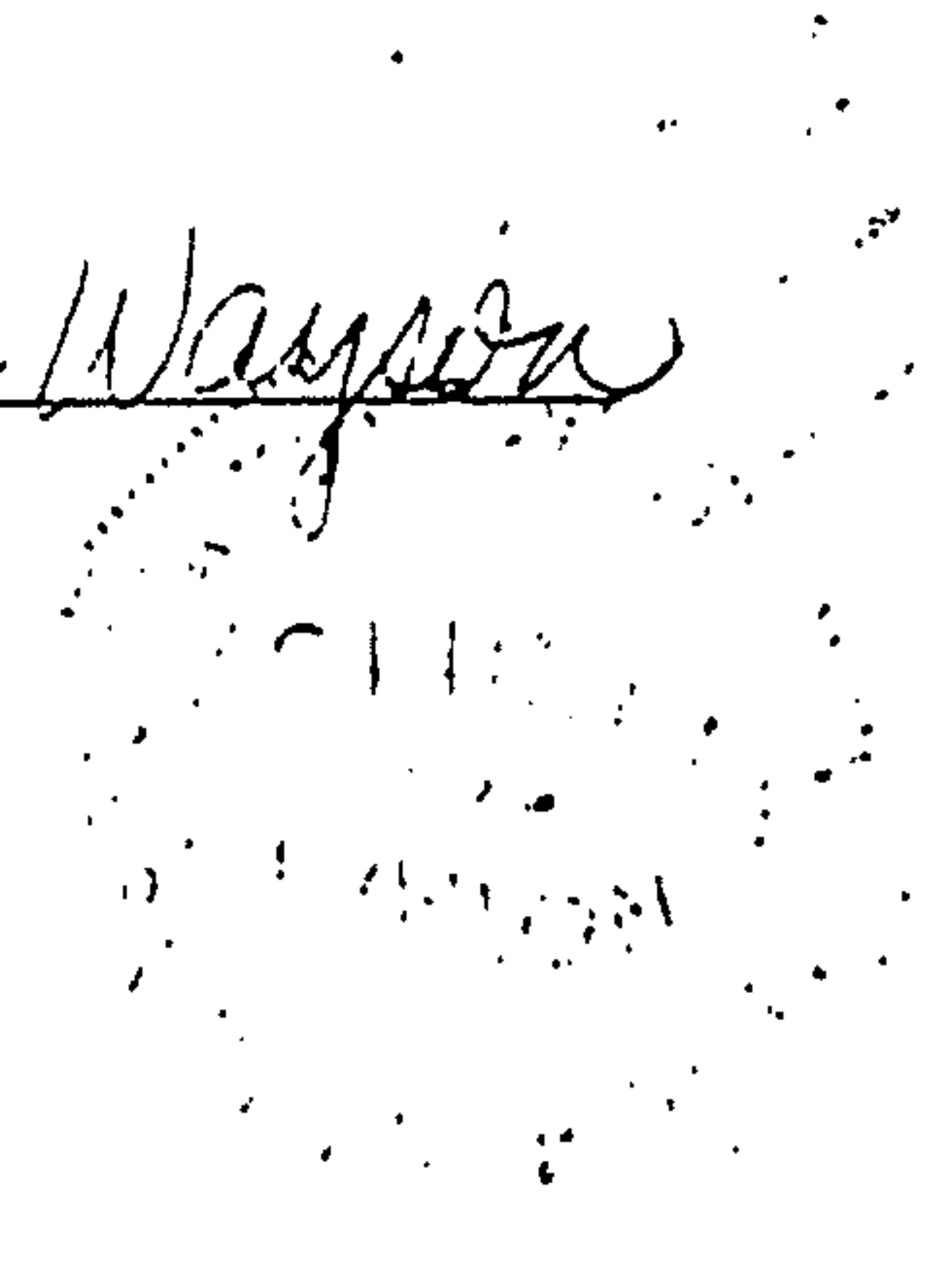
STATE OF Maryland
COUNTY OF Prince Georges to wit:

I HEREBY CERTIFY that on this 9 day of Feb., 1994 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Keith A. Allston and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Carol Jean Wayson
Notary Public

My Commission Expires: 5/1/95



- * Phase 1: \$2,340.00
- Phase 2: \$5,490.00
- Phase 3: \$3,510.00
- Phase 4: \$3,240.00
- Phase 5: \$8,100.00

** Supply and storage fees to be paid for all units in the project by the actual builder at time of use and occupancy. Well to be on line before Phase IV is occupied.

- *** Phase 1: \$2,268.00
- Phase 2: \$1,666.00
- Phase 3: \$2,422.00
- Phase 4: \$2,199.00
- Phase 5: \$2,356.00

EXHIBIT A

BOOK 006 PAGE 0265

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASINGPROJECT NAME: Laurel Glen PUD
DEVELOPER: 235 PARTNERSHIP

TOTAL # OF PHASES: 5

PHASE 1:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

LOTS TO BE SERVED: 26

May '93May '94

1,121 LF of 12" and 397 LF of 6" water line, 2 fire hydrants, and all other appropriate appurtenances for a water distribution system to be constructed to Metcom specifications. The water facilities, in all phases, to be owned and operated by the Metropolitan Commission.

COMMISSION PARTICIPATION:

None

PHASE 3:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

LOTS TO BE SERVED: 61

May '94May '95

500 LF of 12", 1327 LF of 8", and 35 LF of 6" water line. A Water pumping station is to be complete and on line before issuance of the 63 Building Permit for this phase. This well is to produce at least 250 gpm. Also 3 fire hydrants, and all other appropriate appurtenances for a water distribution system to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

None

PHASE 4:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

EDU'S TO BE SERVED: 39

May '95May '96

1293 LF of 8" and 24 LF of 6" water line. Also 4 fire hydrants and all other appropriate appurtenances for a water distribution system are to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

A \$93,956.00 credit will be applied by the Metropolitan Commission towards the water pumping station (for the 1987 Rte. 235 water line improvements). Additional funds will also be added by the Commission to serve the public interest.

The Commission is to participate in the cost of construction of the well, payment of the Commission's share will be made in increments consistent with the work in place.

PHASE 2:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

LOTS TO BE SERVED: 36

May '96May '97

420 LF of 12" and 822 LF of 8" water line, 1 fire hydrant, and all other appropriate appurtenances for a water distribution system to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

None

LIBERO 92 1 PAGE 150

PHASE 5:

PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTED*:

#EDU'S TO BE SERVED: 90

May '97May '98

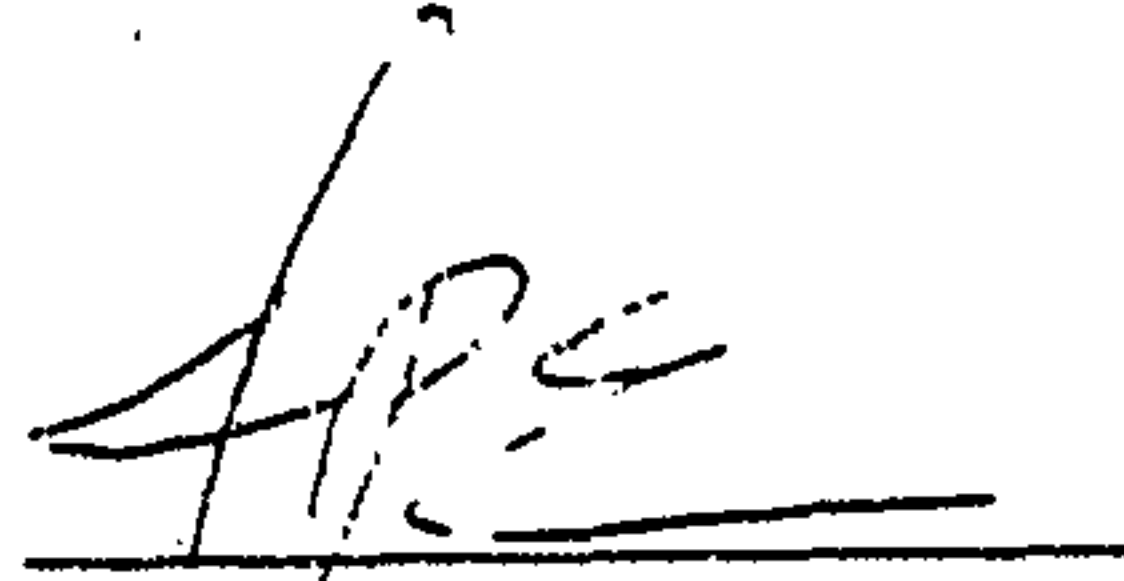
1137 LF of 8" and 23 LF of 6" water line.
Also 3 fire hydrants and all other appropriate
appurtenances for a water distribution system
are to be constructed to Metcom
specifications.

COMMISSION PARTICIPATION:

None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydroneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situated 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 modifications 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

BOOK 006 PAGE 0267

STATEMENT OF
PROPOSED SEWERAGE FACILITIES
AND PHASINGPROJECT NAME: Laurel Glen PUD
DEVELOPER: 235 Partnership

TOTAL # OF PHASES: 5

PHASE 1:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTION*:

LOTS TO BE SERVED: 26

880 LF of 10", 396 LF of 8", and 706 LF of 6" sewer line. Also, 7 manholes and all other appurtenances for a sewage collection system to be constructed to Metcom specifications. The sewerage facilities, in all phases, are to be owned and operated by the Metropolitan Commission.

COMMISSION PARTICIPATION:

None

PHASE 3:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTION*:

LOTS TO BE SERVED: 61

673 LF of 10", 1095 LF of 8", and 1516 LF of 6" sewer line. Also, 8 manholes and all other appurtenances for a sewage collection system to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

None

PHASE 4:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTION*:

LOTS TO BE SERVED: 39

298 LF of 10", 673 LF of 8", and 274 LF of 6" sewer line. Also, 8 manholes and all other appurtenances for a sewage collection system to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

None

PHASE 2:PLAT REF: Tax Map 34, Parcel 99
PROJECTED CONSTRUCTION START DATE:
PROJECTED CONSTRUCTION COMPLETION DATE:
FACILITIES TO BE CONSTRUCTION*:

LOTS TO BE SERVED: 36

421 LF of 10", 646 LF of 8", and 207 LF of 6" sewer line. Also, 5 manholes and all other appurtenances for a sewage collection system to be constructed to Metcom specifications.

COMMISSION PARTICIPATION:

None

EASEMENT

This Easement made this 4th day of October 1993, by and between SOUTHERN MARYLAND ELECTRIC COOPERATIVE, INC., Grantor, hereinafter referred to as "SMECO" and THE SAINT MARY'S COUNTY METROPOLITAN COMMISSION, Grantee, hereinafter referred to as "METCOM".

That for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, SMECO does hereby grant to METCOM, its successors and assigns, an easement for the construction, operation and maintenance of a pumping station and related underground water and sewer system, including all necessary fixtures and appurtenances in connection therewith as described on a plan and profile entitled "St. Mary's County Metropolitan Commission, St. Mary's County Airport Industrial Park Sewerage System & Water Extension Contract No. 8-22-S", prepared by Harris, Smariga, Matz, Inc. of Baltimore, Maryland and revised in part by D.H. Steffens Co. of La Plata, Maryland on the following described property:

Being a portion of that property lying and being in the 6th Election District of St. Mary's County, Maryland and also being a part of the same land and premises obtained by SMECO from Franklin W. Dean and Mary Gertrude Dean by Deed dated June 29, 1981, and recorded among the land records of St. Mary's County, Maryland at Liber 100 Folio 85; and also being part of the same land and premises obtained by Deed dated July 30, 1981, from A. Leola Dean, Franklin W. Dean, Robert G. Dean and Margaret C. Dean, and recorded among the land records of St. Mary's County, Maryland at Liber 102 Folio 49; the easement area being more particularly shown on plats prepared by Herbert N. Redmond, Jr., Registered Land Surveyor, dated May 20, 1993, entitled Exhibit "A" Force Main and Pumping Station Easement for St. Mary's County Metropolitan Commission, 6th Election District, St. Mary's County, Maryland, and "Exhibit "B" entitled Force Main and Water Line Easement for St. Mary's County Metropolitan Commission, 6th Election District, St. Mary's County, Maryland. Said easement area containing a total of 13,028 square feet, more or less, and more particularly described as follows:

Legal Description

Force Main and Water Line Easement
for St. Mary's Metropolitan Commission
on the Southern Maryland Electric Cooperative, Inc. (SMECO)
6th Election District
St. Mary's County, Maryland
as recorded among the land records of said County
in Liber MRB 102, folio 49

RECORDING FEE 0.00
TOTAL 0.00
Rest#SMECO Rec#1993999
EWA NB BIK#174
Oct 05, 1994 02:46 PM

RECORDING FEE 0.00
TOTAL 0.00
Rest#SMECO Rec#1993999
EWA NB BIK#176
Oct 05, 1994 03:05 PM

Parcel 1

BEGINNING for the same at a point, said point marking the common corner of said SMECO parcel, the land now or formerly owned by Franklin W. Dean, et al., as recorded among said land records in Liber MRB 556, folio 84, and Airport View Drive (50 foot r.o.w.); thence leaving said Dean land and running with said SMECO parcel and said Airport View Drive

North 48 degrees 46 minutes 32 seconds east - 16.09 feet to a point marking the common corner of said SMECO parcel, said Airport View Drive and Maryland State Route 235; thence leaving said Airport View Drive and running with said SMECO parcel and said Maryland Route 235 the following two courses:

South 41 degrees 13 minutes 28 seconds east - 5.00 feet to a point; thence

South 88 degrees 44 minutes 50 seconds east - 15.69 to a point; thence leaving said Maryland Route 235 and running through said SMECO parcel the following two courses:

South 45 degrees 10 minutes 51 seconds east - 380.36 feet to a point; thence

South 43 degrees 18 minutes 31 seconds west - 20.01 feet to a point in the common line between said SMECO parcel and said Dean land; thence running with said common line the following two courses:

North 45 degrees 10 minutes 51 seconds west - 336.06 feet to a point; thence

North 51 degrees 09 minutes 23 seconds west - 62.64 feet to the point of beginning.

Said easement containing 8030 square feet, more or less, as computed by the D.H. Steffens Company from the plat record in said SMECO deed and as surveyed by J. R. McCrone, Jr. Inc.

Pumping Station Easement
for St. Mary's Metropolitan Commission
on the Southern Maryland Electric Cooperative, Inc. (SMECO)
6th Election District
St. Mary's County, Maryland
as recorded among the land records of said County
in Liber MRB 102, folio 49

Parcel 2

BEGINNING for the same at a point marking the southerly corner of said SMECO parcel, said point also marking the common corner of another parcel owned by SMECO, as recorded among said land records in Liber MRB 100, folio 85, and the land now or formerly owned by Franklin W. Dean, et al., as recorded among said land records in Liber MRB 556, folio 84, and the land now or formerly owned by T & R Enterprises, as recorded among said land records in Liber MRB 329, folio 215; thence leaving said T & R Enterprises land and running with the common line of said Dean land and said SMECO parcel

North 45 degrees 10 minutes 51 seconds west - 91.80 feet to a point; thence leaving said Dean land and running through said SMECO parcel the following two courses:

North 43 degrees 18 minutes 31 seconds east - 51.40 feet to a point; thence

South 44 degrees 01 minutes 46 seconds east - 94.00 feet to a point in the common line of said SMECO parcels, said point being South 45 degrees 46 minutes 32 seconds west - 2.53 feet from the easternmost corner of said SMECO parcels and the southwestern r.o.w. line of Maryland State Route 235; thence running with said SMECO parcels common line

South 45 degrees 46 minutes 32 seconds west - 49.50 feet to the point of beginning.

Said easement containing 4,684 sq. ft., more or less, as computed by the D.H. Steffens Company from the plat record in said SMECO deed and as surveyed by J. R. McCrone, Jr. Inc.

Force Main Easement
for St. Mary's Metropolitan Commission
on the Southern Maryland Electric Cooperative, Inc. (SMECO)
6th Election District, St. Mary's County, Maryland
as recorded among the land records of said County
in Liber MRB 102, folio 49

Parcel 3

BEGINNING for the same at a point in the southwestern r.o.w. line of Maryland State Route 235, said point being 10.07 feet from the beginning of the second course of the r.o.w. acquired from A. Leola Dean as recorded on Maryland State Roads Commission Plat No. 45904, said point also being on the northeastern line of said SMECO parcel; thence leaving said Md. Rte. 235 and running through said SMECO parcel the following three courses:

South 45 degrees 58 minutes 14 seconds west - 16.03 feet to a point; thence

North 44 degrees 01 minutes 46 seconds west - 20.00 feet to a point; thence

North 45 degrees 58 minutes 14 seconds east - 15.30 feet to a point in the common line of said SMECO parcel and said Md. Rte. 235; thence running with said SMECO parcel and said Md. Rte. 235

South 46 degrees 07 minutes 41 seconds east - 20.01 feet to the point of beginning.

Said easement containing 313 square feet, more or less, as computed by the D.H. Steffens Co. from the plat recorded in said SMECO deed and as surveyed by J. R. McCrone, Jr. Inc.

Granting also to METCOM, its successors and assigns, the right of access to and egress from said property using existing roads as far as practical.

The herein easement is being granted subject to the following conditions:

1. METCOM, its successors and assigns, agrees to defend, indemnify and hold harmless SMECO, its directors and employees, from any and all claims whatsoever of any nature or kind, including those brought by employees of the contractors or subcontractors of METCOM arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of any work to be performed on the easement granted herein pursuant to this easement agreement by METCOM, its employees, agents and subcontractors.
2. SMECO retains the right of future over and underground use of the herein granted easement so long as such use does not interfere with METCOM's facilities.
3. All METCOM front footage charges to SMECO will be waived until and at such time as SMECO connects to METCOM water and or sewer facilities.

To have and to hold said easement above-described and hereby intended to be conveyed unto and to the only proper use of METCOM, its successors and assigns, forever, subject, however, to the rights reserved to SMECO, the Grantor and to the Grantor's successors in such ownership.

Witness the hands and seals of the said Grantor and Grantee.

SOUTHERN MARYLAND ELECTRIC COOPERATIVE, INC.

D. Elaine Matteringly
Witness

By: I. Wayne Swann (SEAL)
I. Wayne Swann, President

ST. MARY'S COUNTY METROPOLITAN COMMISSION

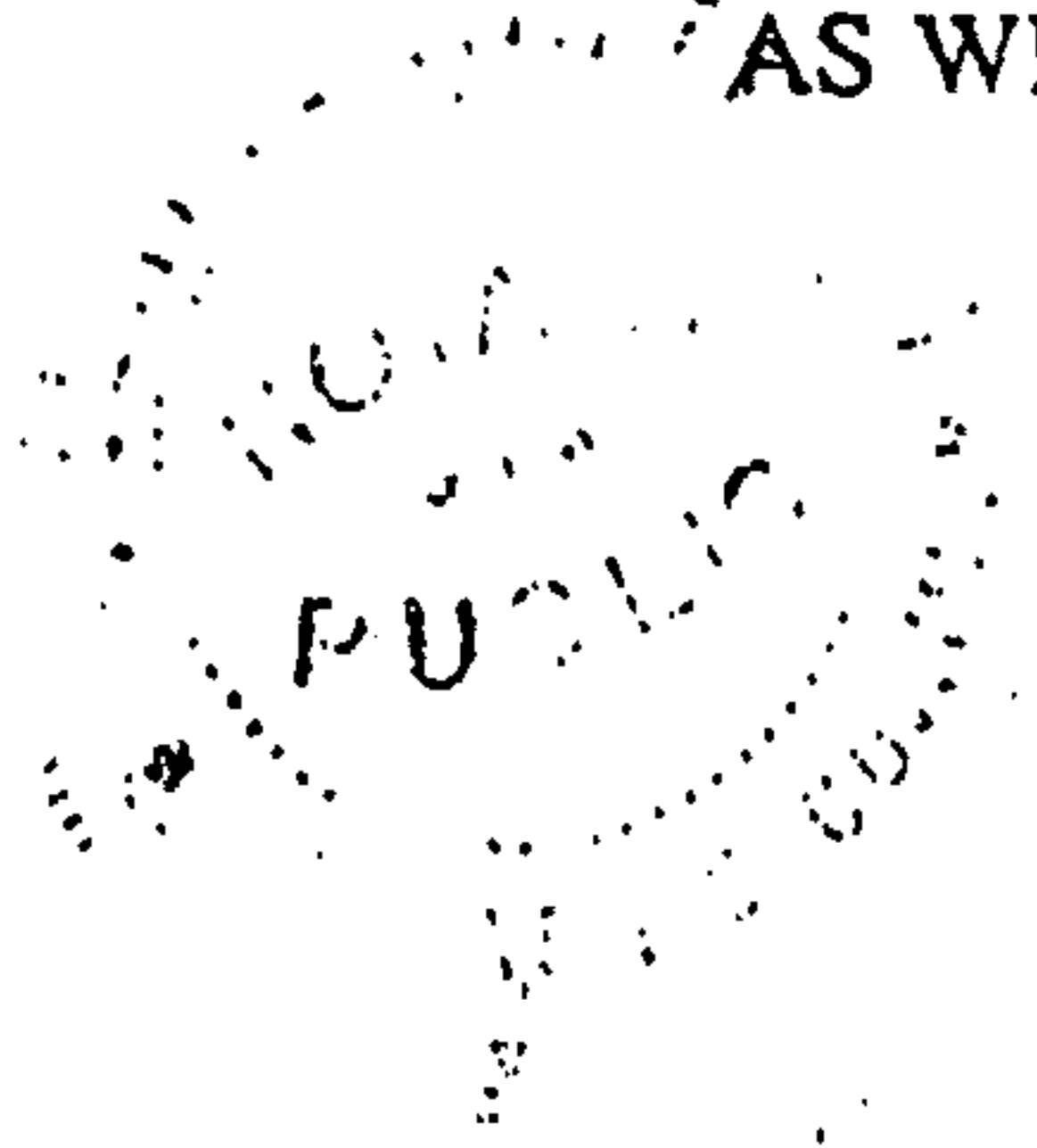
[Signature]
Witness

By: [Signature] (SEAL)
Larry K. Petty
Director

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 13th day of October, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared I. WAYNE SWANN, President of Southern Maryland Electric Cooperative, Inc., and acknowledged the foregoing Easement to be his act.

AS WITNESS, my hand and notarial seal.



D. Elaine Matteringly
Notary Public

My Commission Expires: 2-1-94

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 4th day of October, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LARRY K. PETTY, Director of St. Mary's County Metropolitan Commission, and acknowledged the foregoing Easement to be his act.

AS WITNESS, my hand and notarial seal.

Elizabeth Sherman
Notary Public

My Commission Expires: 1/1/95

Franklin W. Dean, Mary Gertrude Dean, Robert G. Dean and Margaret C. Dean join herein for the purposes of agreeing to the herein granted Easement, as they had reserved the right to install septic tank and drain fields in the property described when conveying the land to SMECO by Deed dated July 30, 1981, said Deed being recorded among the Land Records of St. Mary's County at liber 102 folio 49.

Mary Beth Reece
Witness *As to all*

By: Franklin W. Dean
Franklin W. Dean

Witness

By: Mary Gertrude Dean
Mary Gertrude Dean

Witness

By: Robert G. Dean
Robert G. Dean

Witness

By: Margaret C. Dean
Margaret C. Dean

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 21st day of September, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FRANKLIN W. DEAN who acknowledged the foregoing to be his act.

AS WITNESS, my hand and notarial seal.



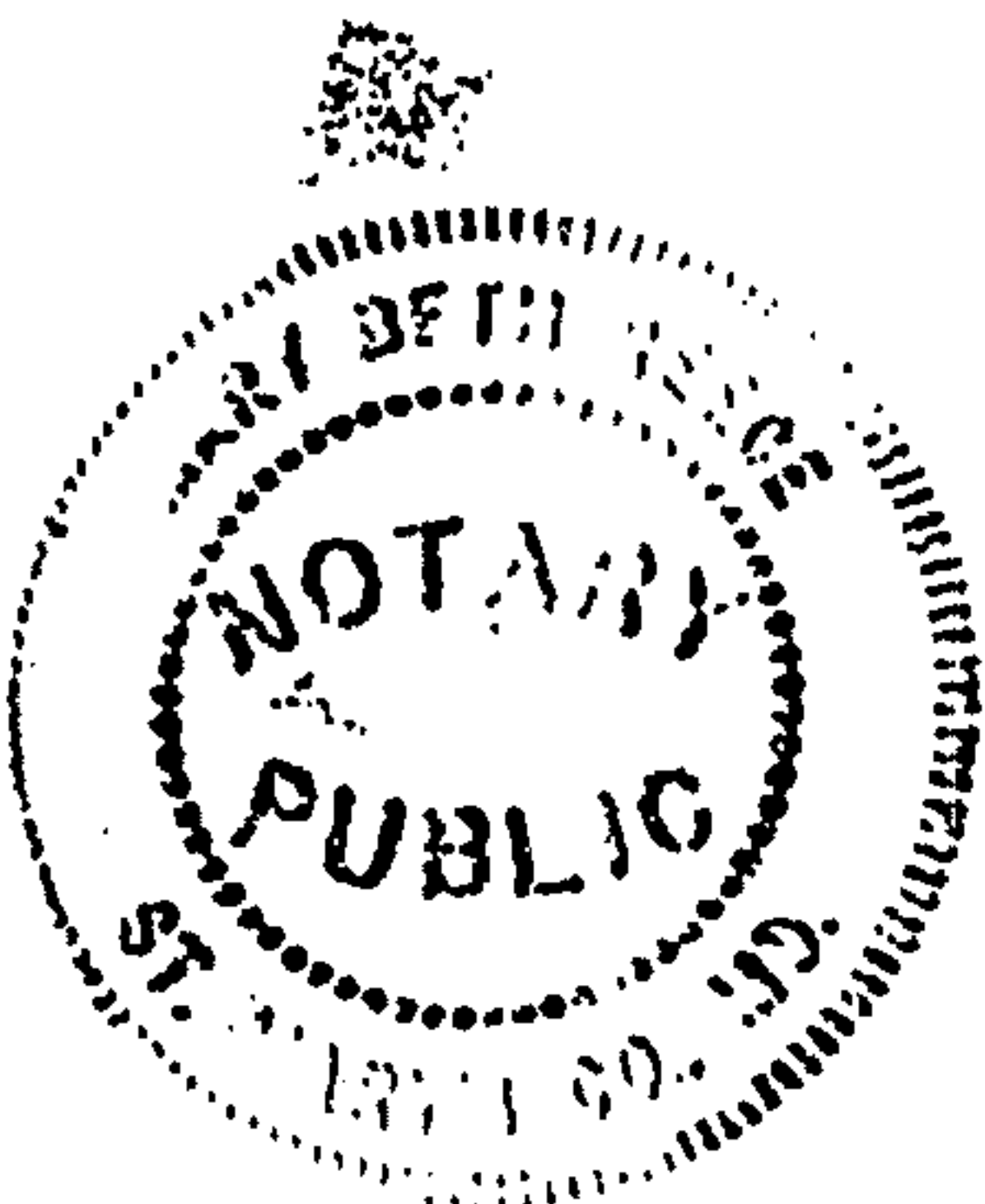
Mary Beth Reece
Notary Public

My Commission Expires: Feb. 25, 1997

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 21st day of September, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY GERTRUDE DEAN who acknowledged the foregoing to be her act.

AS WITNESS, my hand and notarial seal.



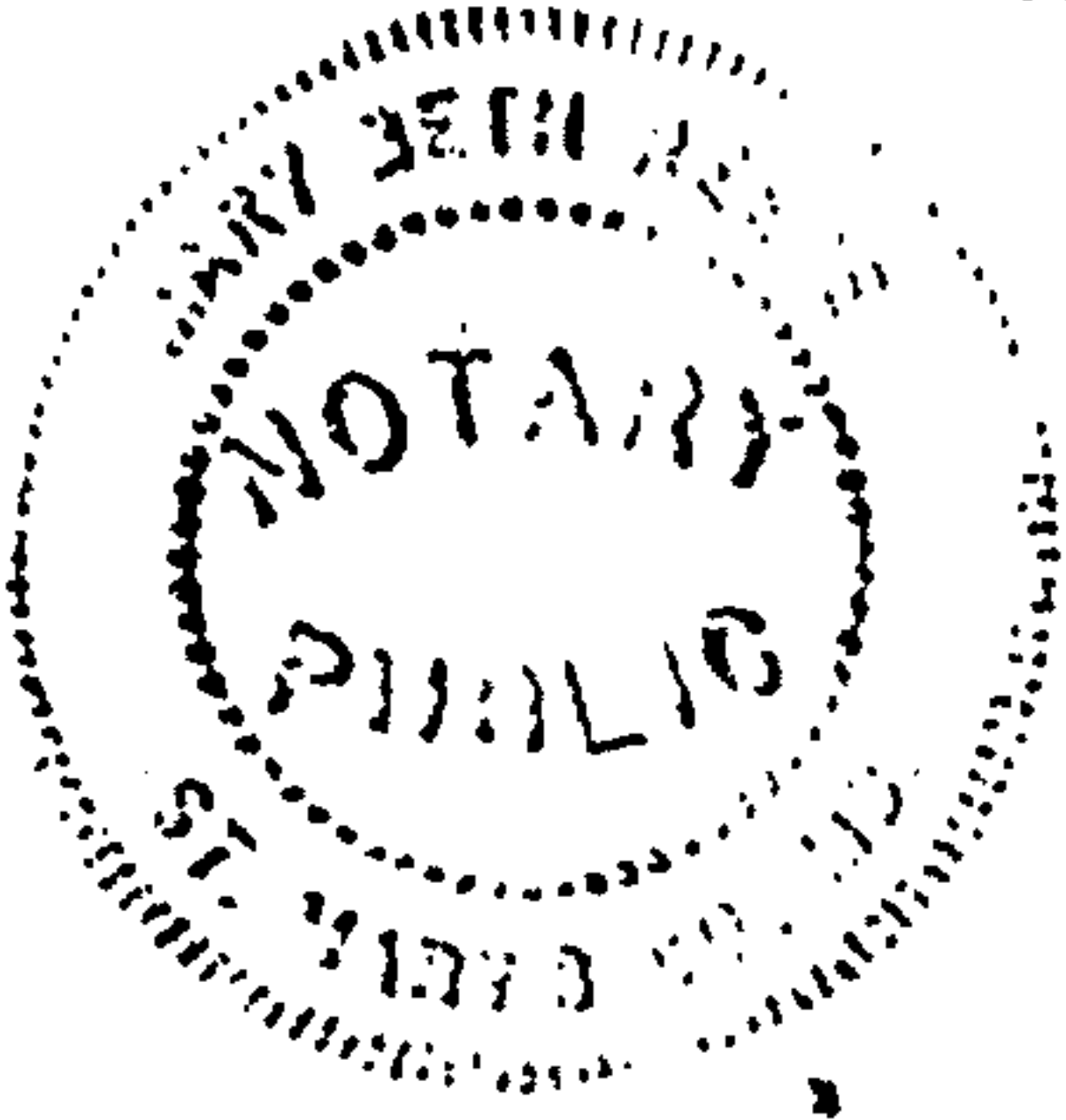
Mary Beth Reece
Notary Public

My Commission Expires: Feb. 25, 1997

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 21st day of September, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT G. DEAN who acknowledged the foregoing to be his act.

AS WITNESS, my hand and notarial seal.



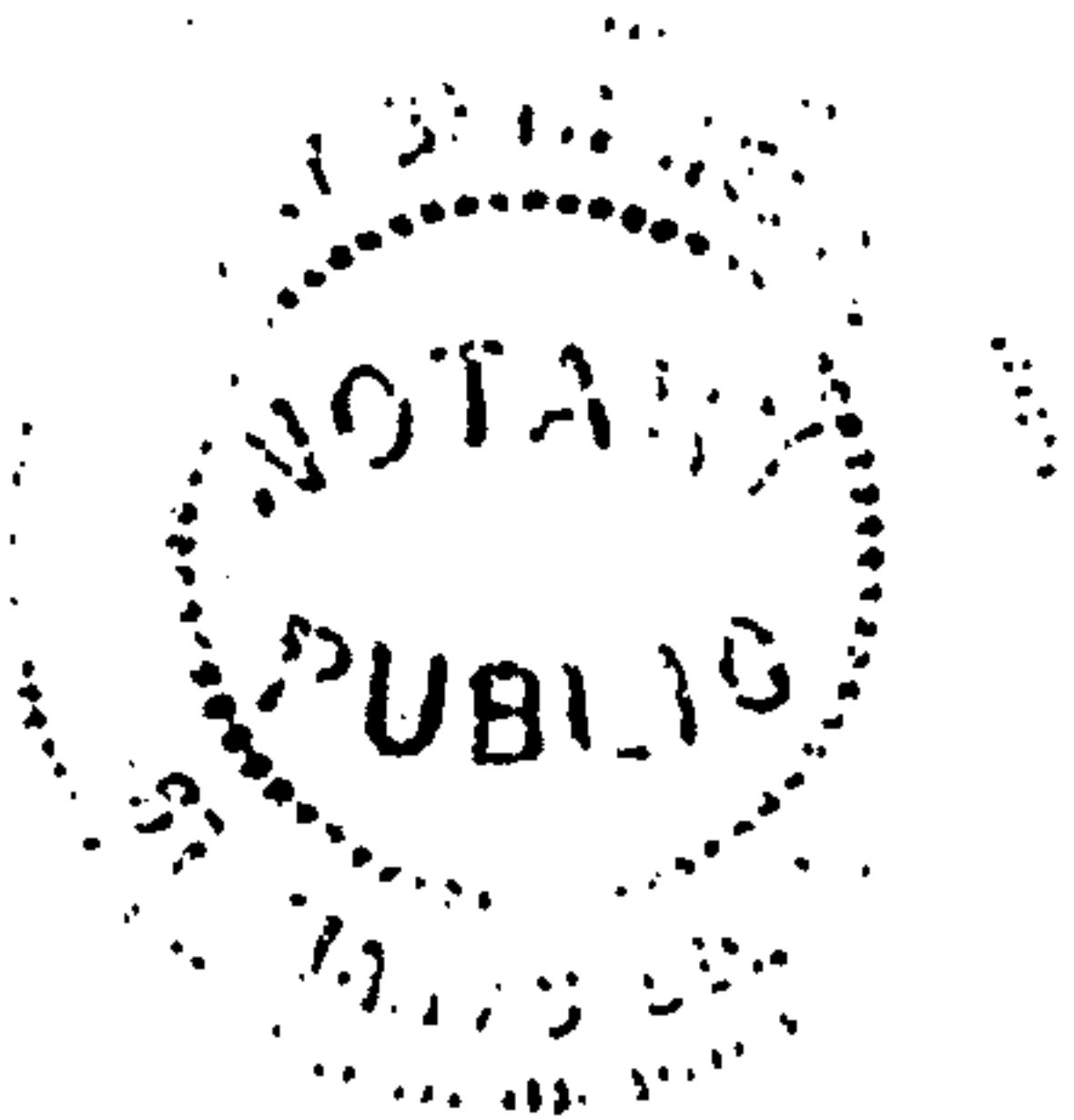
Mary Beth Reece
Notary Public

My Commission Expires: Feb. 25, 1997

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 21st day of September, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARGARET C. DEAN who acknowledged the foregoing to be her act.

AS WITNESS, my hand and notarial seal.



Mary Beth Reece
Notary Public

My Commission Expires: Feb. 25, 1997

T&R Enterprises join herein for the purposes of agreeing to the herein granted Easement as they have been granted an easement by SMECO over a portion of the herein described property by virtue of an Easement Agreement dated March 5, 1990, and recorded among the Land Records of St. Mary's County at liber MRB 528 folio 190.

Denise T. Guy
Witness

By: Joseph C. Guy
Joseph C. Guy
Partner
T&R Enterprises

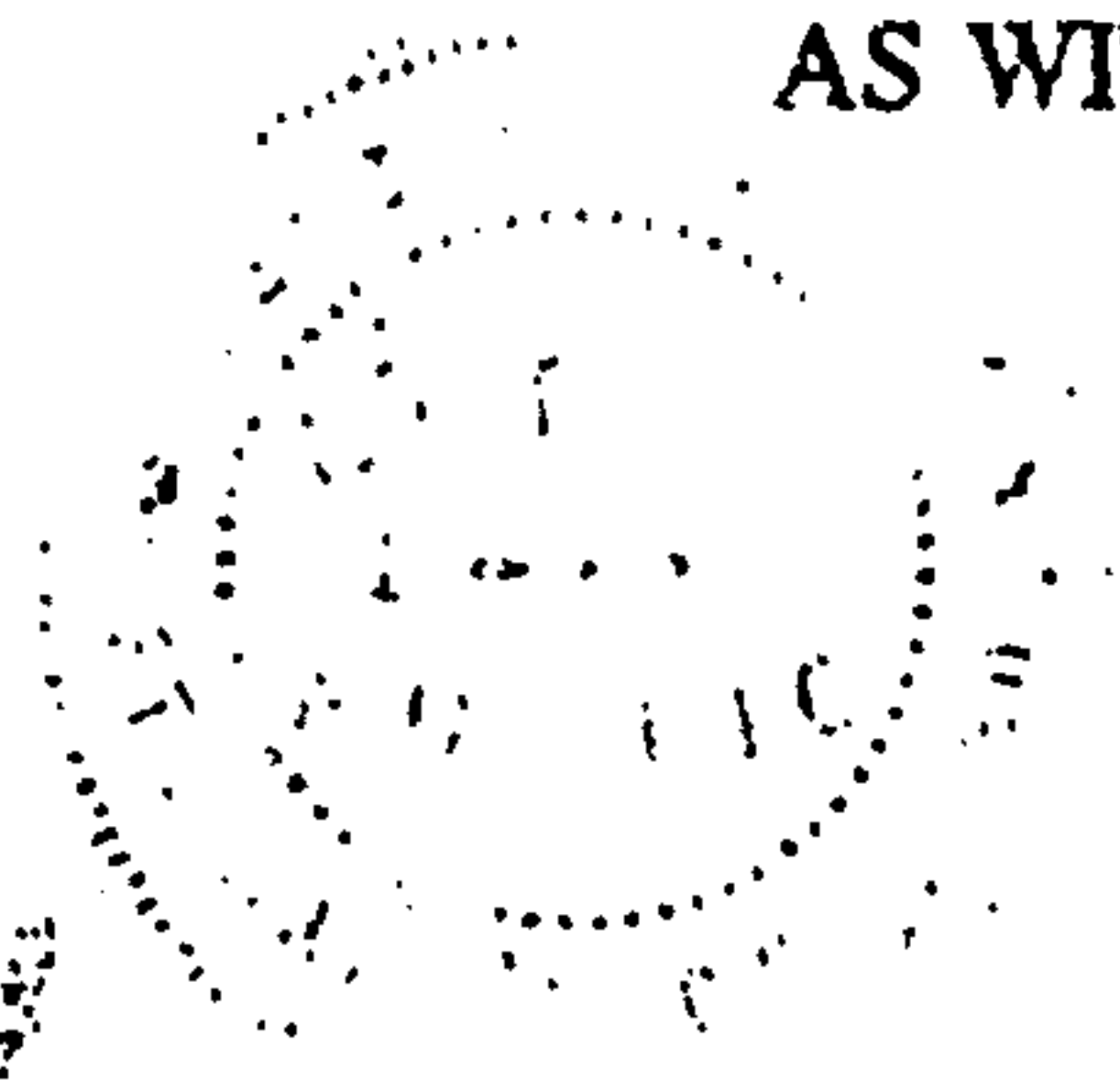
Denise T. Guy
Witness

By: Ronald N. Guy
Ronald N. Guy
Partner
T&R Enterprises

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 5th day of October, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH C. GUY, Partner of T&R Enterprises, and acknowledged the foregoing to be his act.

AS WITNESS, my hand and notarial seal.



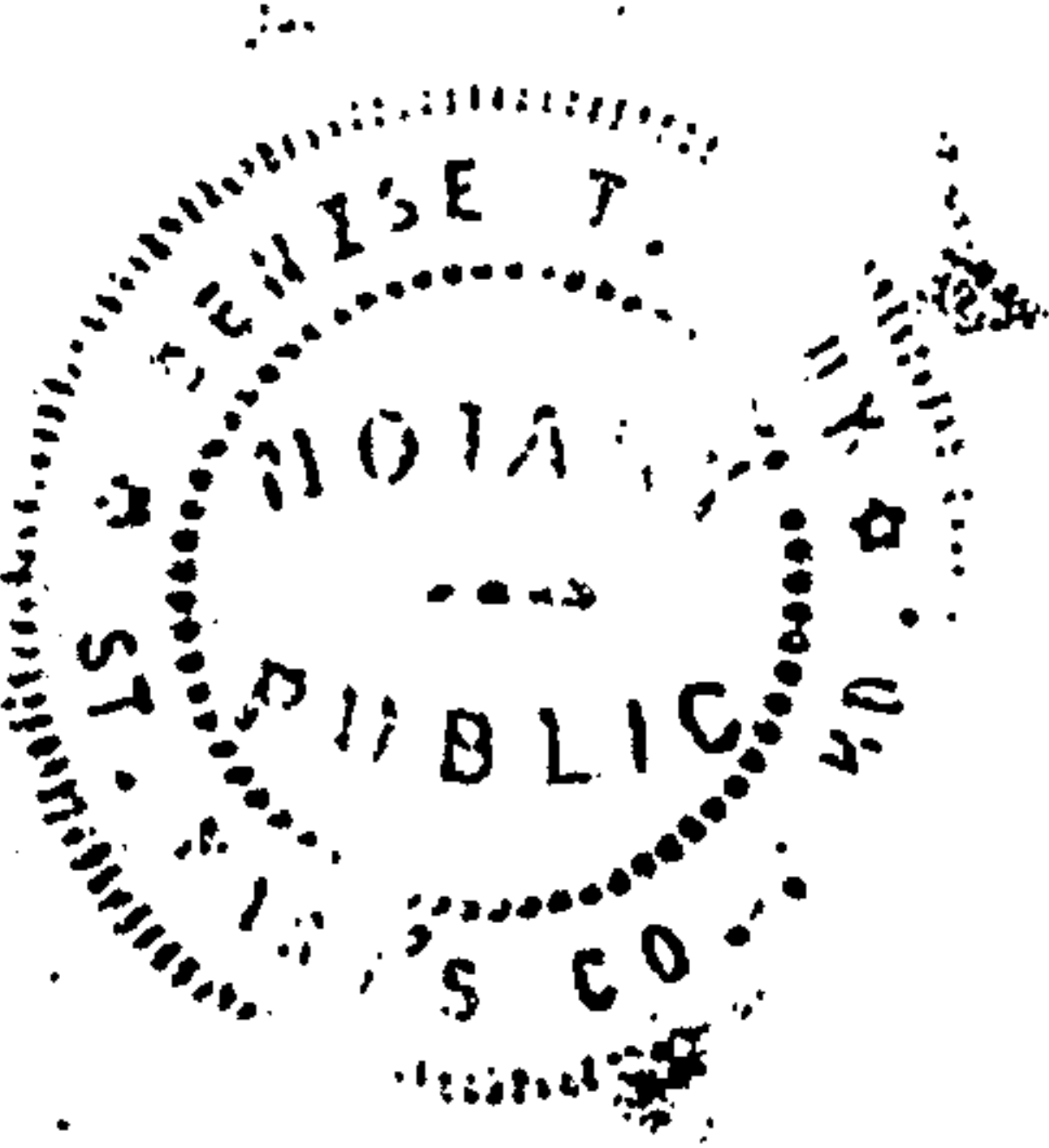
Denise T. Guy
Notary Public

My Commission Expires: March 1, 1997

STATE OF MARYLAND, COUNTY OF St. Mary's, TO WIT:

I hereby certify that on this 5th day of October, 1993, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RONALD N. GUY, Partner of T&R Enterprises, and acknowledged the foregoing to be his act.

AS WITNESS, my hand and notarial seal.



Denise T. Guy
Notary Public

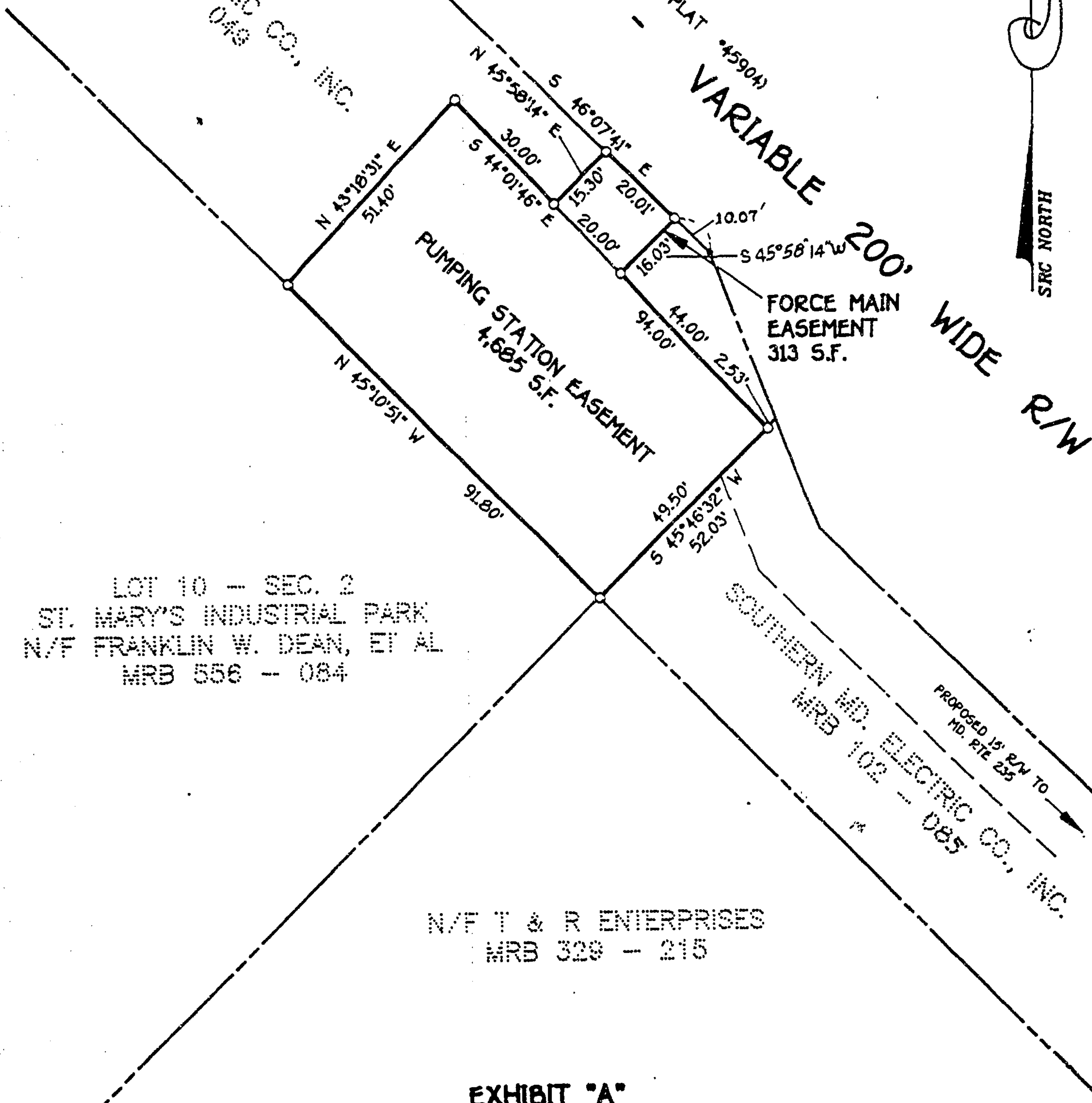
My Commission Expires: March 1, 1997

MD. STATE ROUTE

BOOK 006 PAGE 0276
LIBERTY 929 PAGE 144

SOUTHERN MD. ELECTRIC CO., INC.
MRB 102 - 048

(SEE SRC. PLAT #45904)
235 - VARIABLE



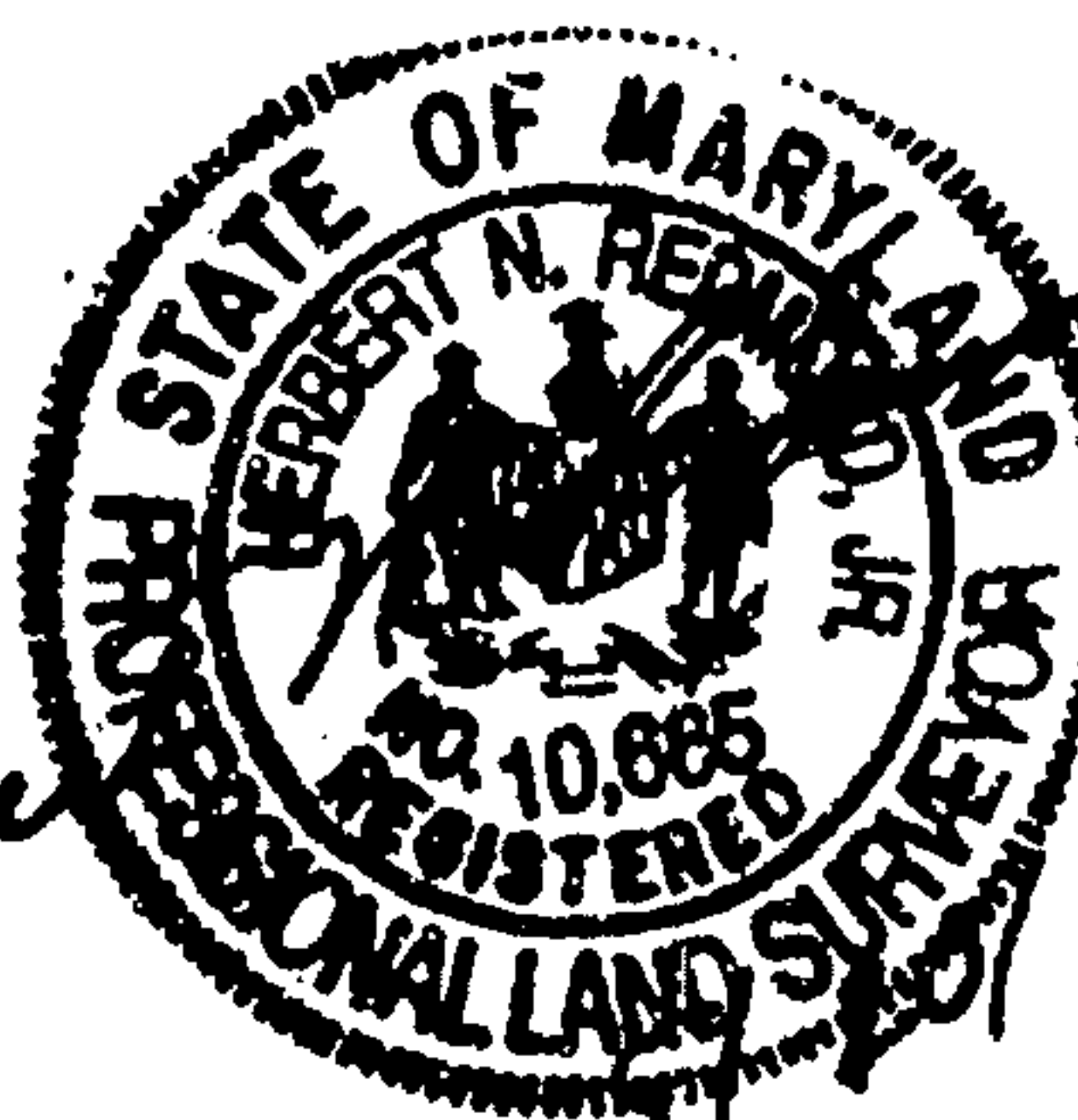
LOT 10 - SEC. 2
ST. MARY'S INDUSTRIAL PARK
N/F FRANKLIN W. DEAN, ET AL
MRB 556 - 084

N/F T & R ENTERPRISES
MRB 329 - 215

SOUTHERN MD. ELECTRIC CO., INC.
MRB 102 - 085
PROPOSED 15' R/W TO
MD. RTE 235

EXHIBIT "A"
FORCE MAIN & PUMPING STATION EASEMENT
- FOR -
ST. MARY'S COUNTY METROPOLITAN COMMISSION
6th ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

REVISION: 6/3/93 - DEED REF. OF S.M.E.CO.'S ADJOINING PROPERTY



Robert N. Reed, Jr.
05/07/93

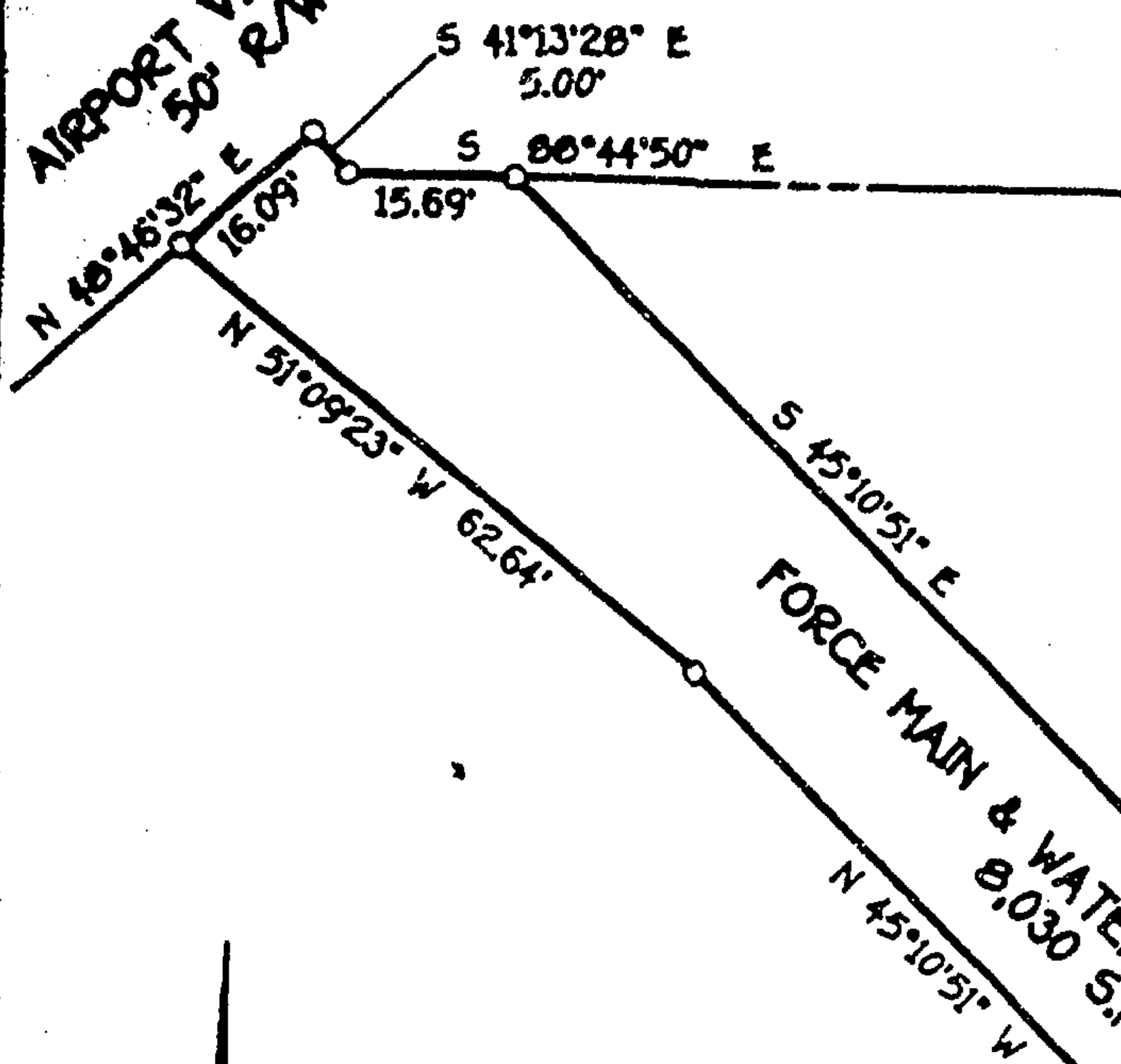
		ENGINEERS LAND SURVEYORS LAND PLANNERS
317 CHARLES STREET • LA PLATA, MD 20646 • 834-2821 • 870-3263 100 EXPLORATION DR, SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2228 • 864-4480		
DRAWN BY DSM	DATE 05/07/93	RECORD NO. SM06-3402-550
CHECKED BY	SCALE 1" = 30'	

MD. STATE ROUTE 235

BOOK 006 PAGE 0277

LIBERO 929 PAGE 145

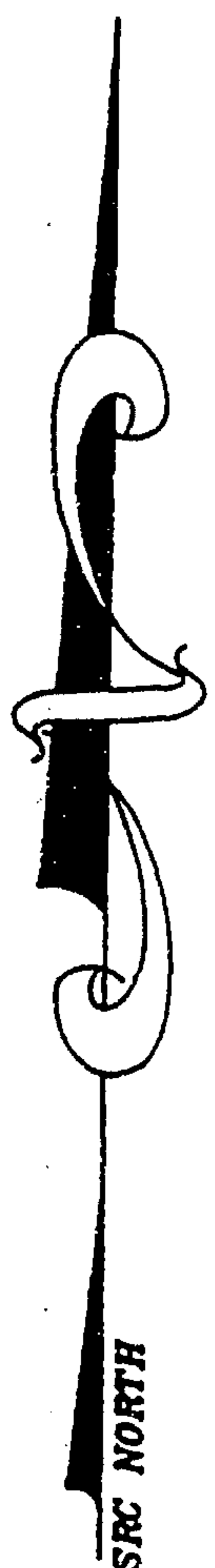
AIRPORT VIEW DRIVE
50' R/W



(SEE S.R.C. PLAT #45904)
- VARIABLE 200' WIDE R/W

SOUTHERN MD. ELECTRIC CO., INC.
MRB 102 - 048

FORCE MAIN & WATER LINE EASEMENT



LOT 10 - SEC. 2
ST. MARY'S INDUSTRIAL PARK
N/F FRANKLIN W. DEAN, ET AL
MRB 556 - 084

PROPOSED PUMPING STATION EASEMENT


EXHIBIT "B"

FORCE MAIN & WATER LINE EASEMENT
- FOR -

ST. MARY'S COUNTY METROPOLITAN COMMISSION
6th ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND



Herbert H. Redmond, Jr.
5/20/93

 DH Steffens Co		ENGINEERS LAND SURVEYORS LAND PLANNERS
317 CHARLES STREET • LA PLATA, MD 20646 • 834-2821 • 870-3253 100 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2228 • 884-4480		
DRAWN BY	DATE	RECORD NO.
DSM	05/08/93	SM06-3402-550
CHECKED BY	SCALE	
	1" = 30'	

40000117

LIBER 0930 PAGE 74

PERMANENT EASEMENT AND AGREEMENT

BOOK 006 PAGE 0278

THIS EASEMENT AND AGREEMENT, Made this 2nd day of March 1994 by and between ROBERT C. SHIRLEY A. RUSSELL

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
RECORDATION T 0.00

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Second (2nd) Election District of St. Mary's county, Maryland, more particularly described in a deed dated 8/8/70 and recorded among the Land Records of St. Mary's County, at Liber 161, Folio 157;

TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00

and WHEREAS GRANTOR is desirous of participating in the Tall Timbers Sewerage System Program, in Sanitary District No. 5, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the

Re: 13083 Rct: 999999

construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

MA 08 Bk 1292

Oct 07, 1994 02:37 PM

14:30 1994 03:41 PM
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6666661130R
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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment

(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Shirley Russell (SEAL)
Shirley Russell

Robert C Russell (SEAL)
Robert C. Russell

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

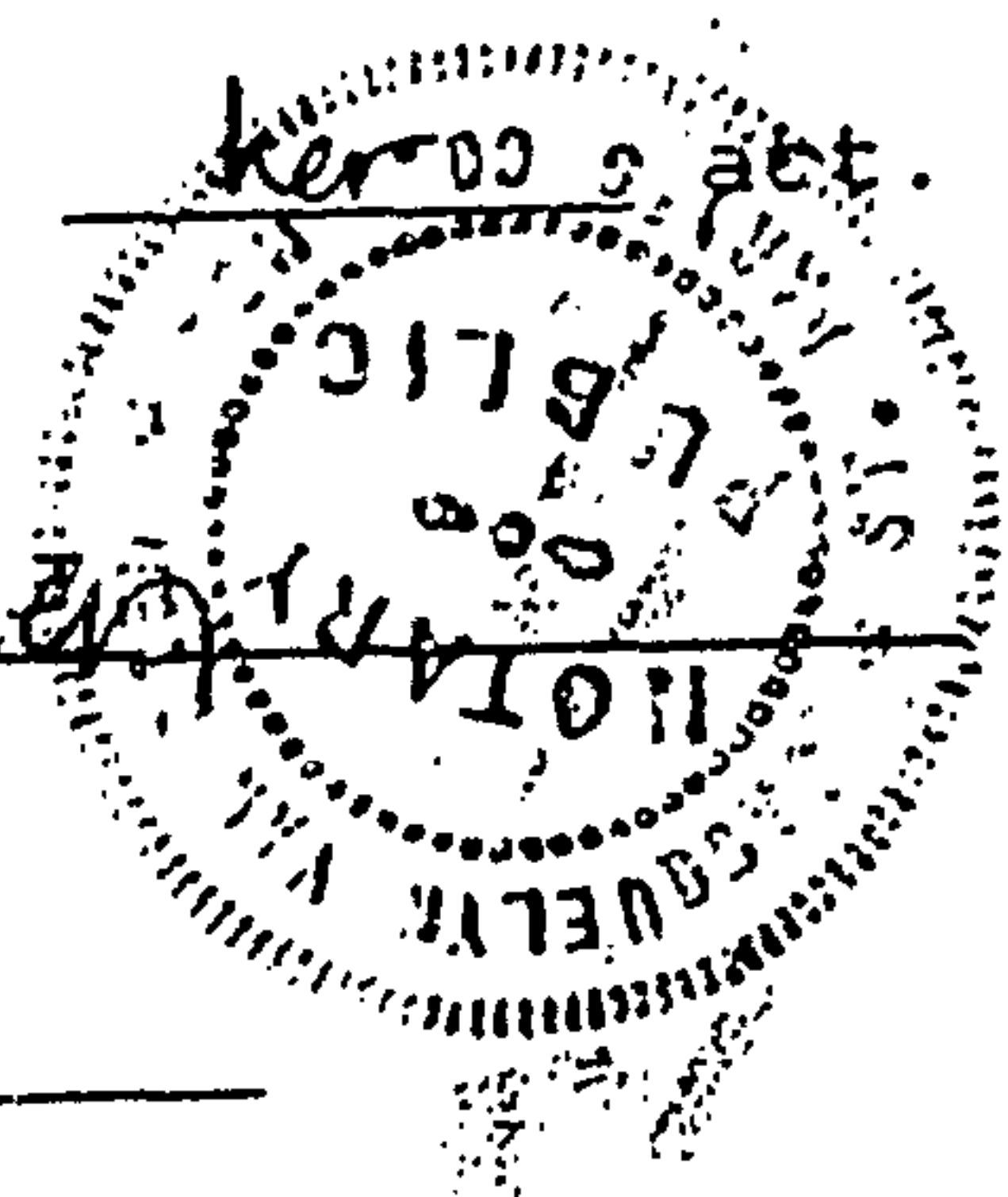
BY: Larry K. Petty (SEAL)

STATE OF Maryland, County of St. Mary's to-wit:
I HEREBY CERTIFY That on this 2 day of March
1993, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared _____
Shirley Russell the GRANTOR named in the
foregoing instrument and acknowledged it to be _____

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDyke
Notary Public

My Commission expires: 3/19/96



STATE OF Maryland, County of St. Mary's to-wit:
I HEREBY CERTIFY, That on this 2 day of March

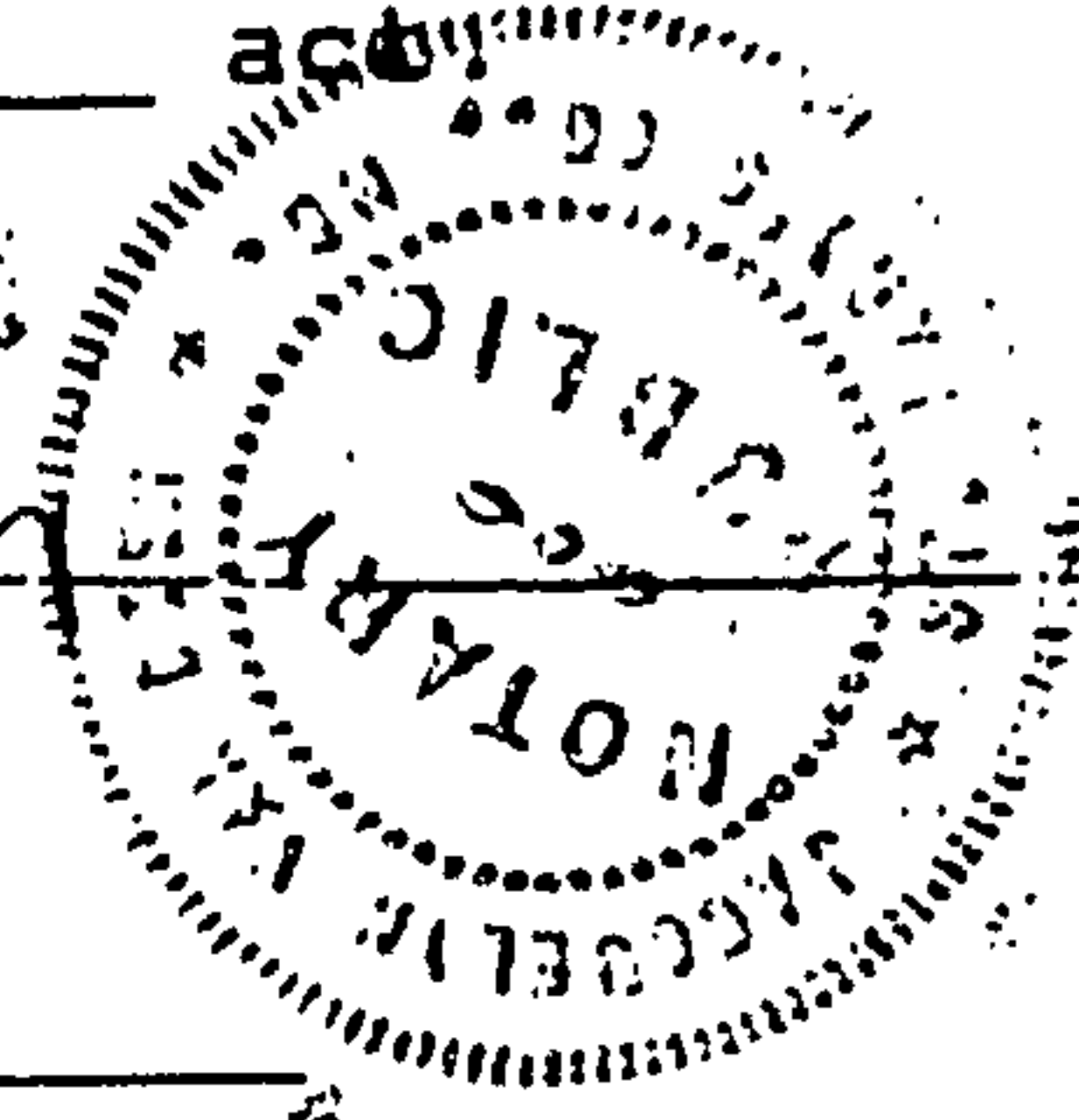
1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

Robert Russell the GRANTOR named in the foregoing instrument and acknowledged it to be his _____

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDren

Notary Public



My Commission expires: 3/19/96

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

I HEREBY CERTIFY That on this 20 day of July

1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____

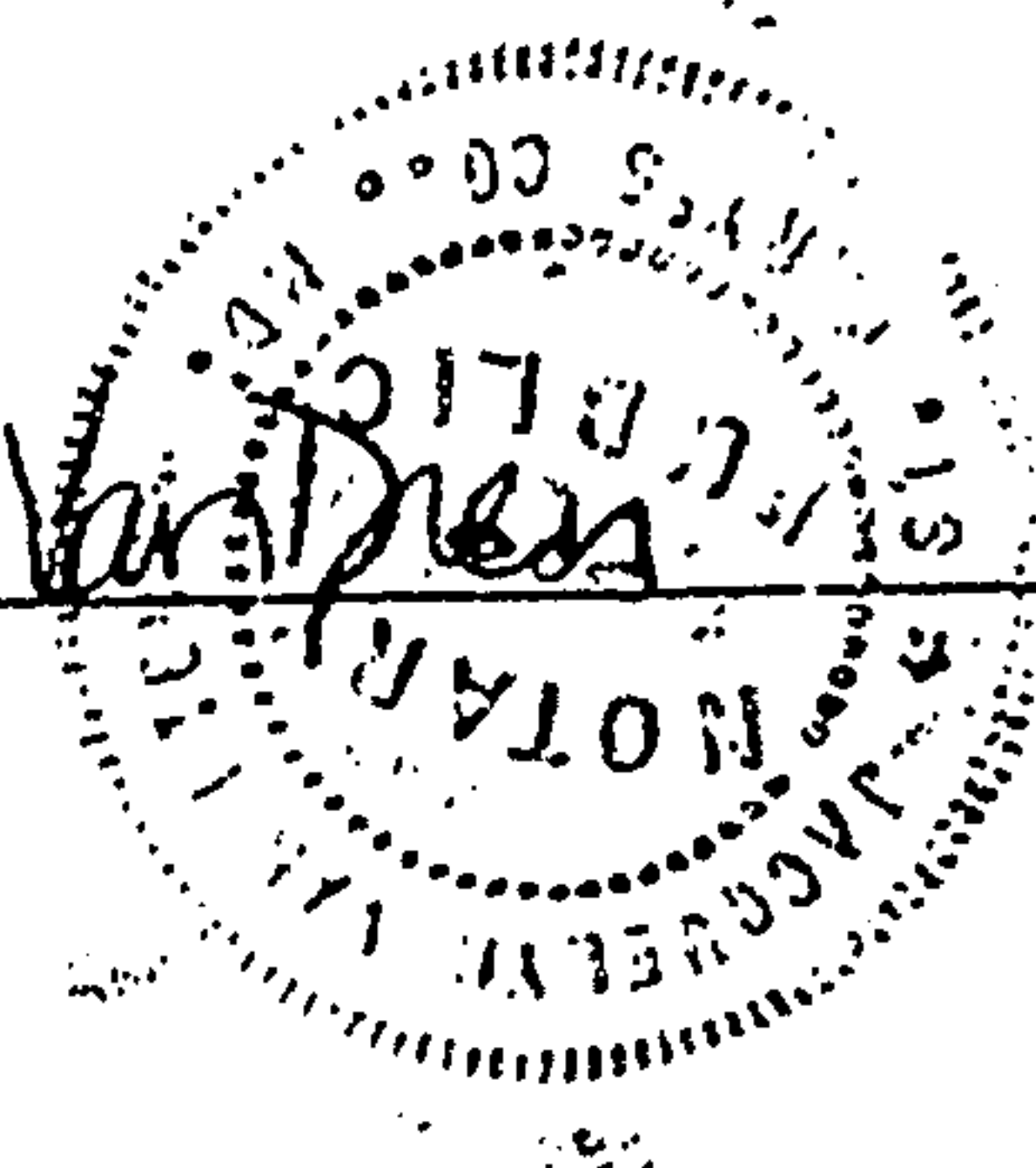
Larry K. Petty who acknowledged himself to be _____
Director of the St. Mary's County Metropolitan

Commission, a body politic and corporate, and that he, as such Director 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 Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDren

Notary Public



My Commission expires: 3/19/96

NOTE: THE PRESSURE SEWER MAIN SHALL BE INSTALLED BY DIRECTIONAL BORING. THE 1 1/2-INCH PRESSURE SEWER SERVICE TO SGP LOCATED 15- FEET OR MORE BEYOND THE RIGHT- OF-WAY LINE SHALL BE INSTALLED BY DIRECTIONAL BORING. SERVICE RUNS SHORTER THAN THAT MAY BE INSTALLED BY OPEN TRENCH METHOD.

SEE OTHER TALL PROFILES OF TALL TIMBERS ROAD BRANCH

MAR 61
P. 201

420 ft.

EX. 15" CMP

P.C. S.G.P. 85+70 = BRANCH
C.P. 135+18 INTERSECTION NO. 5
FLUSHING & CONNECTION

EX. 75 6" x 5" REDUCER

EX. 15" CMP

S.V.A. SGP
SIMP. EX. S.G.P.
335+17.71

FF. 10.92

EX. 15" CMP

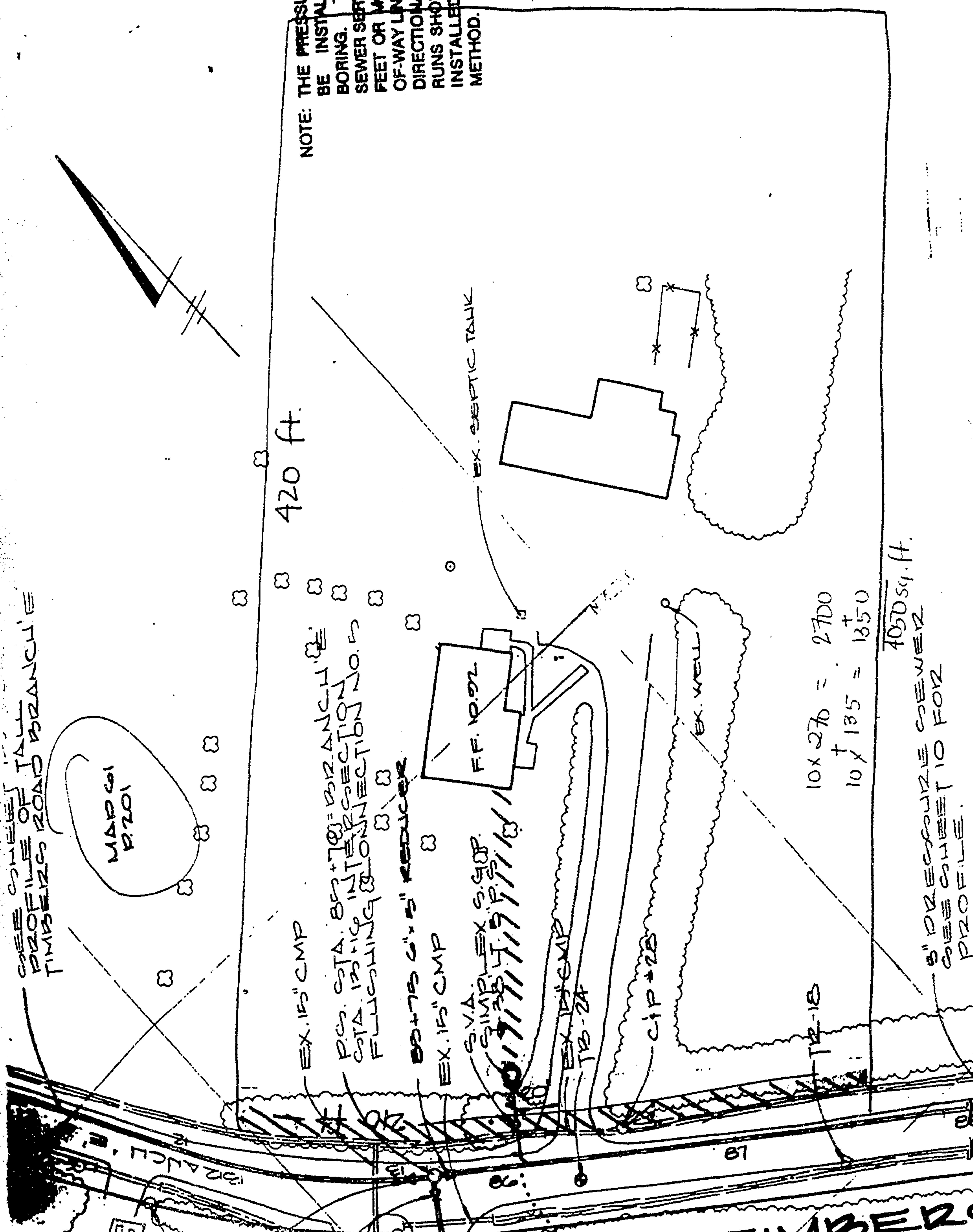
125-24

CIP 28

10 x 270 = 2700
+
10 x 135 = 1350
4050 sq. ft.

5" PRECOURSE CONCRETE SEE SHEET 10 FOR PROFILE.

TALL TIMBERS



PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 19th day of January 1994 by and between Joseph J. & Flora Norris

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the First (1st) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 11/1/56 and recorded among the Land Records of St. Mary's County, at Liber 66, Folio 140;

WHEREAS GRANTOR is desirous of participating in the Airedele Road Sewerage Project, in Sanitary District No. 1, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment,

RECORDING FEE 0.00
TOTAL 0.00
RCF 1-9399999
EMR 88 BIL 4465
OCT 07 1994 02:42 PM

RECORDING FEE 0.00
RECORDATION 1 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00
RCF 1-9399999
EMR 88 BIL 4465
OCT 07 1994 02:40 PM

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Joseph J. Norris (SEAL)
Joseph J. Norris
Flora Norris (SEAL)
Flora Norris

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

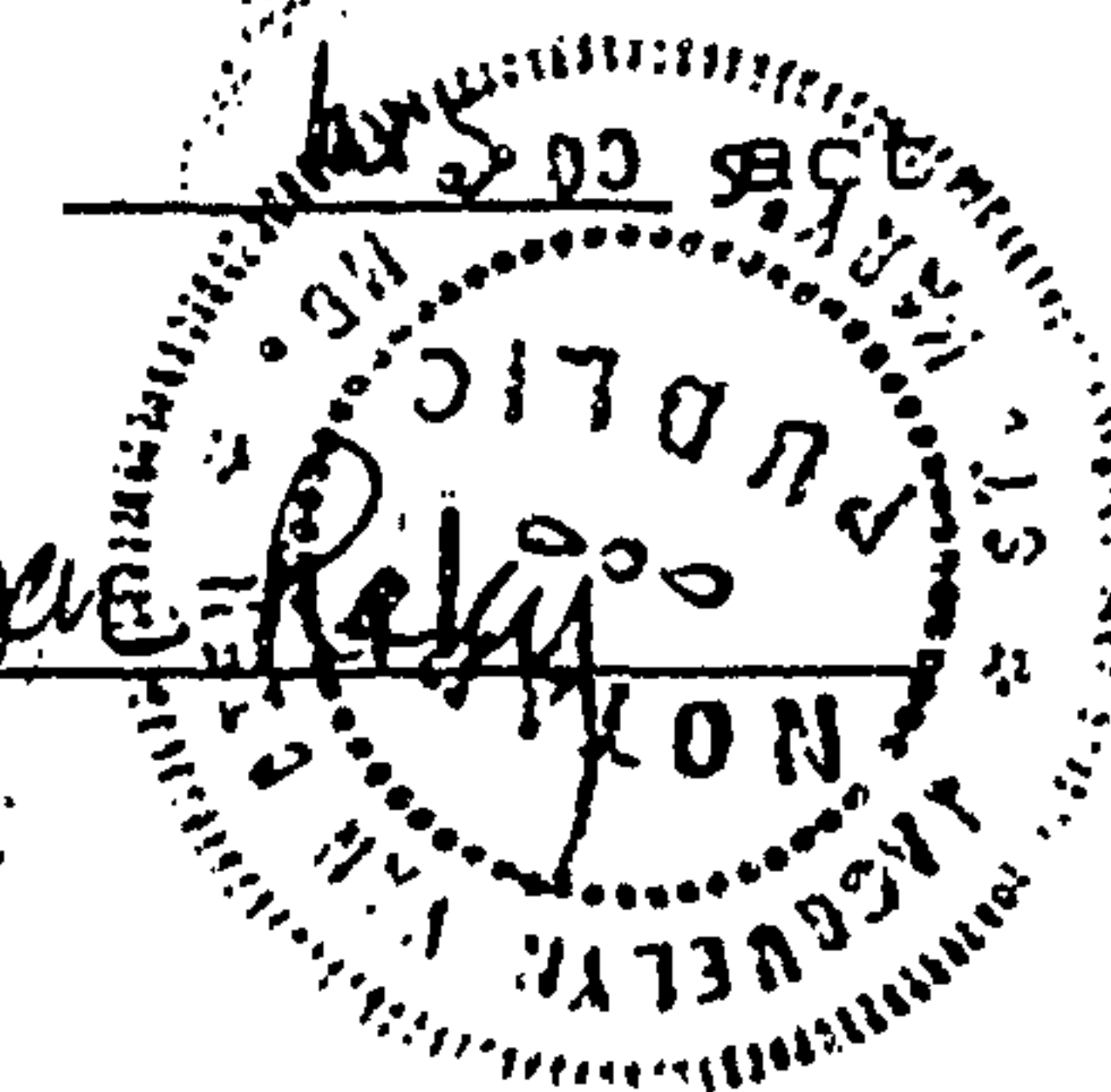
BY: [Signature] (SEAL)
Larry K. Petty, Director

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

I HEREBY CERTIFY That on this 19th day of January
19 , before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared _____
Joseph J. Norris, the GRANTOR named in the
foregoing instrument and acknowledged it to be _____

AS WITNESS my hand and Notarial Seal.

Jacquelyn Vandrom
Notary Public
My Commission Expires: 3/19/96



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

I HEREBY CERTIFY That on this 19th day of January

13 14, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Flora Norris, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jacquelyn Van Dine
Notary Public



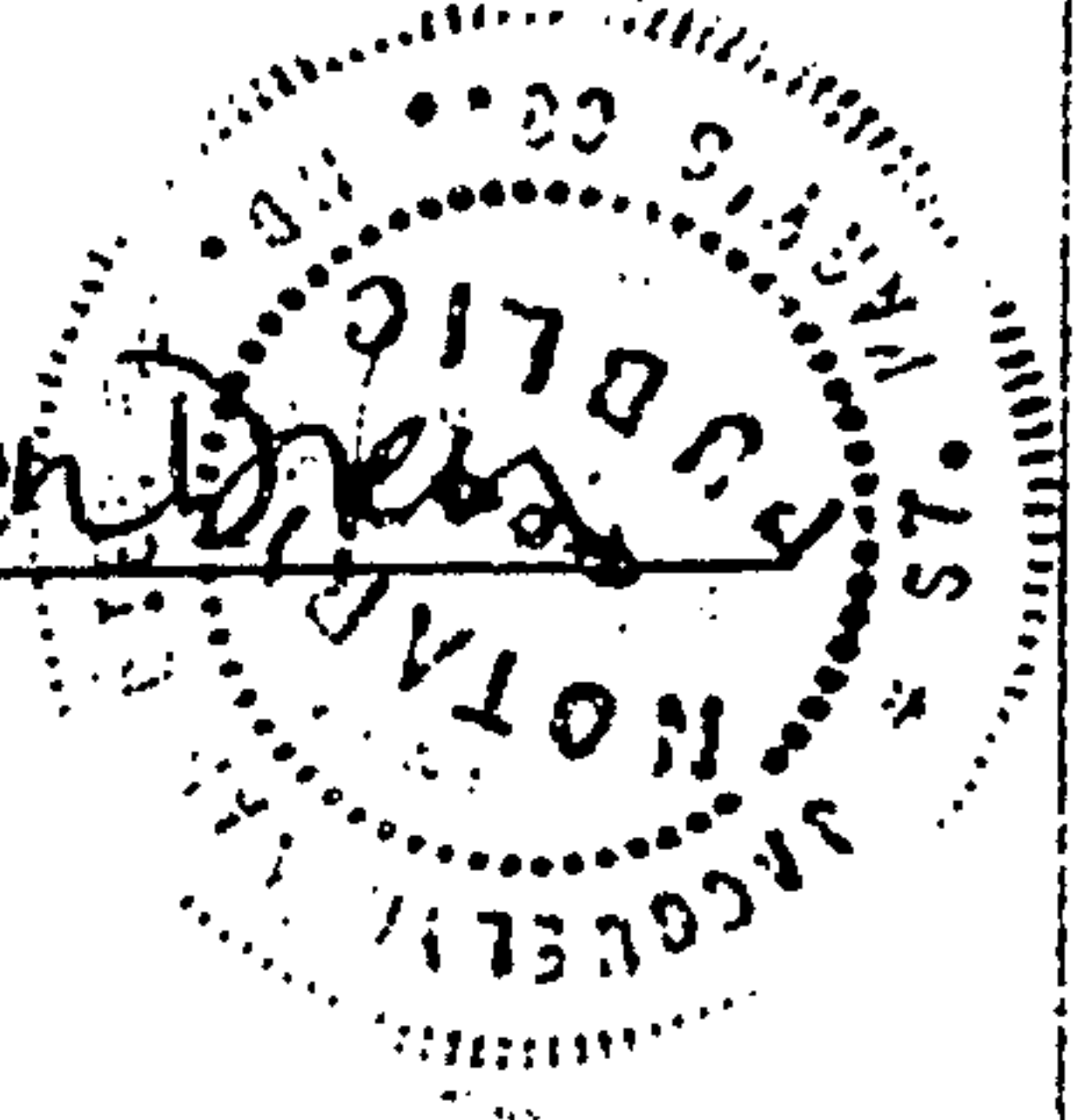
My Commission Expires: 3/19/96

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

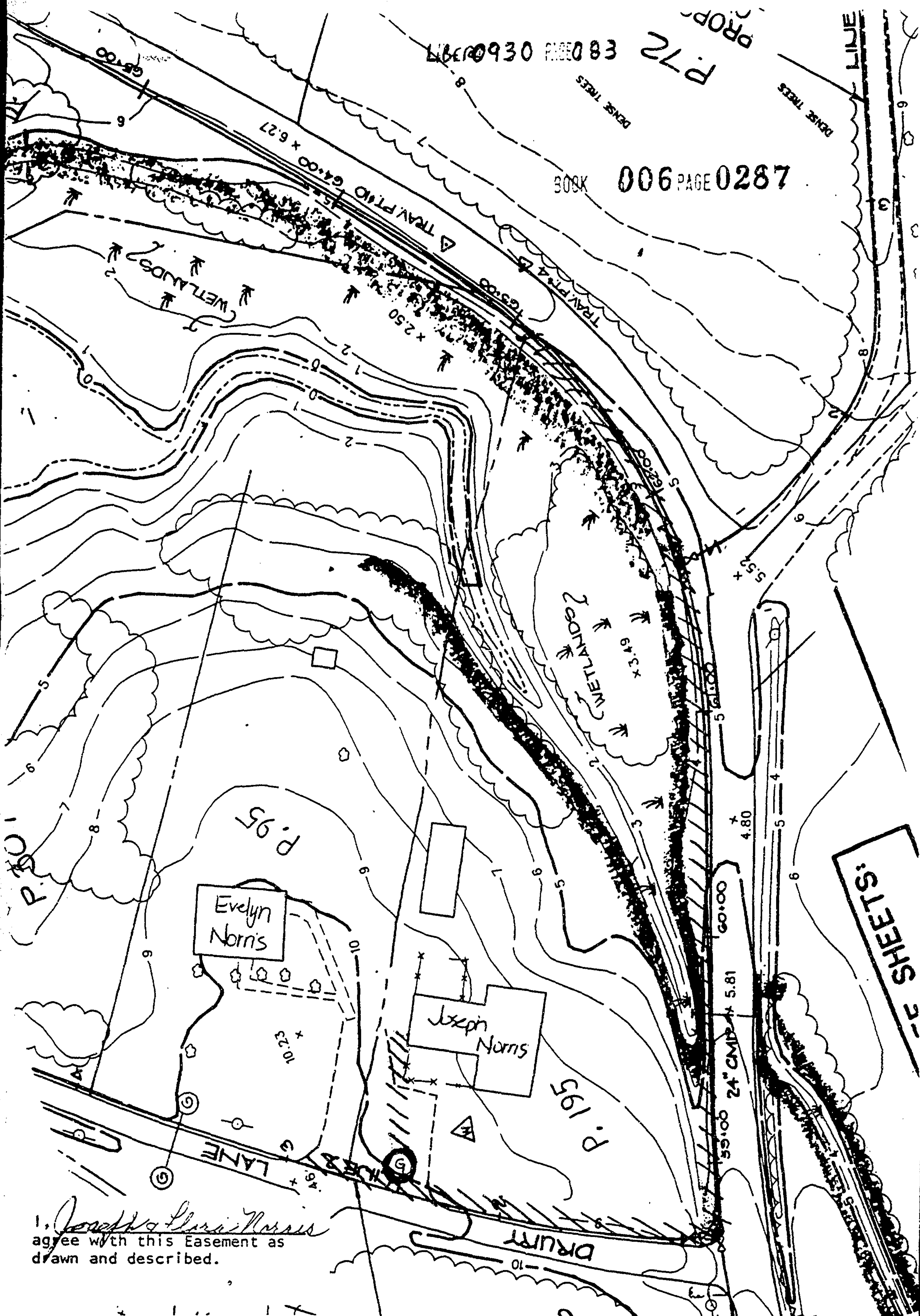
I HEREBY CERTIFY That on this 11th day of August 19 94, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty who acknowledged himself to be Director of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn Van Dine
Notary Public



My Commission Expires: 3/19/96



25 SHEETS

I, Joseph Norris agree with this Easement as drawn and described.

- = 10' Permanent Easement
- = 5' Permanent Easement Around Grinder Pump

EXHIBIT A

1" = 50'

HDPE SEWER TA. 6+90

Handwritten calculations:

$$\begin{array}{r} 200 \times 10 = 2000 \\ 70 \times 10 = 700 \\ 410 \times 10 = 4100 \\ \hline 6800 \end{array}$$

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 24th day of January 19 94 by and between Evelyn Francis Norris

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the First (1st) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 5/17/61 and recorded among the Land Records of St. Mary's County, at Liber 94, Folio 268; and

WHEREAS GRANTOR is desirous of participating in the Airedele Road Sewerage Project, in Sanitary District No. 1, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions; NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other equipment,

RECORDING FEE 0.00
TOTAL 0.00
REC-14999999
RR B114465
OCT 27, 1994 03:43 PM

LIB 0930 PAGE 084
BOOK 006 PAGE 0288
RECORDING FEE 0.00
INFORMATION 0.00
TAX COUNTY 0.00
TAX STATE 0.00
REC-14999999
RR B114465
OCT 27, 1994 02:42 PM

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacquelyn V. Raley

Evelyn F. Norris (SEAL)
Evelyn F. Norris (SEAL)

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: [Signature] (SEAL)

Larry K. Petty, Director

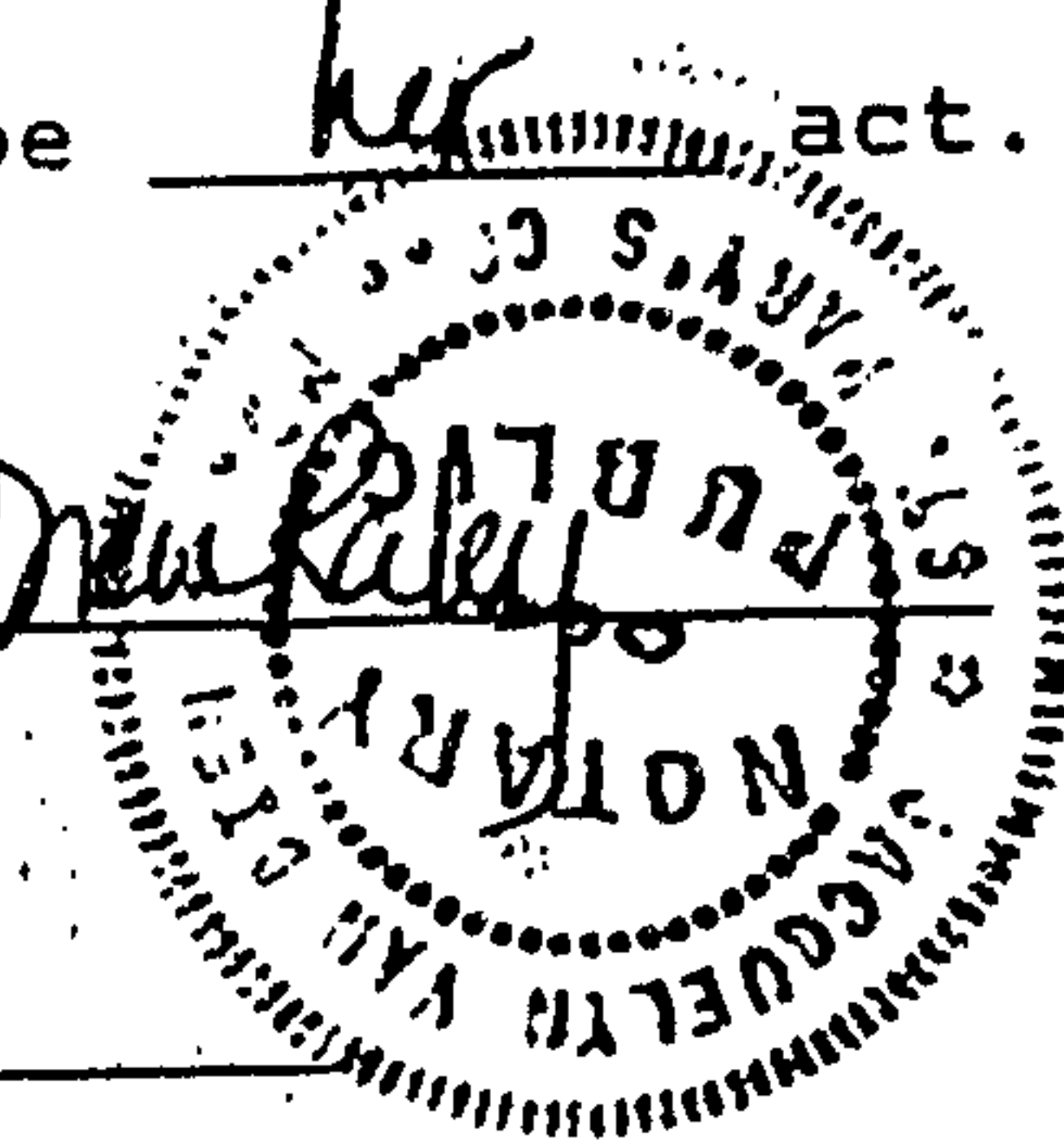
STATE OF Maryland, County of St. Mary's to-wit:

I HEREBY CERTIFY That on this 24th day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Evelyn F. Norris, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jacquelyn V. Raley
Notary Public

My Commission Expires: 3/19/96



STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

19 , 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

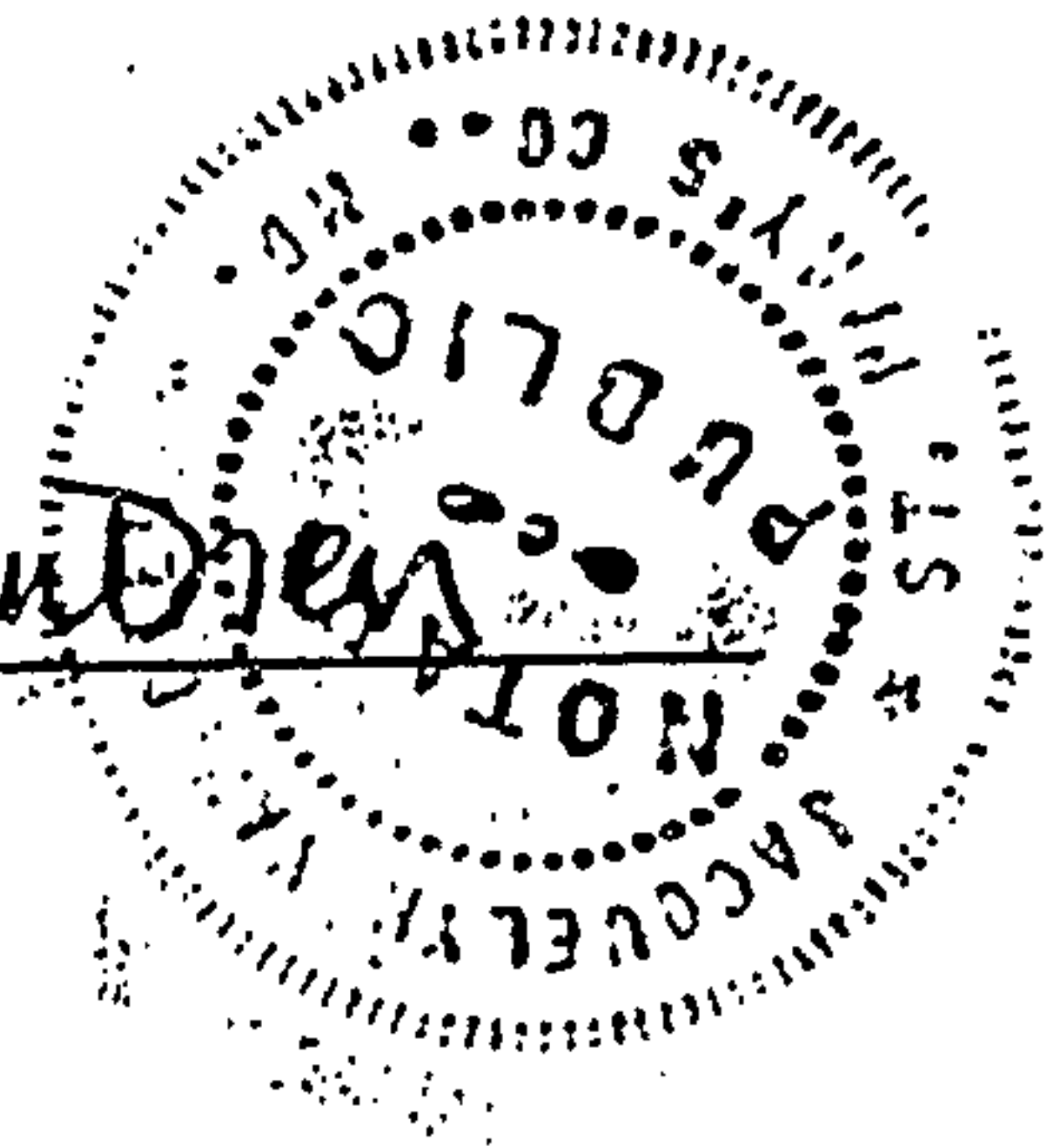
My Commission Expires: _____

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

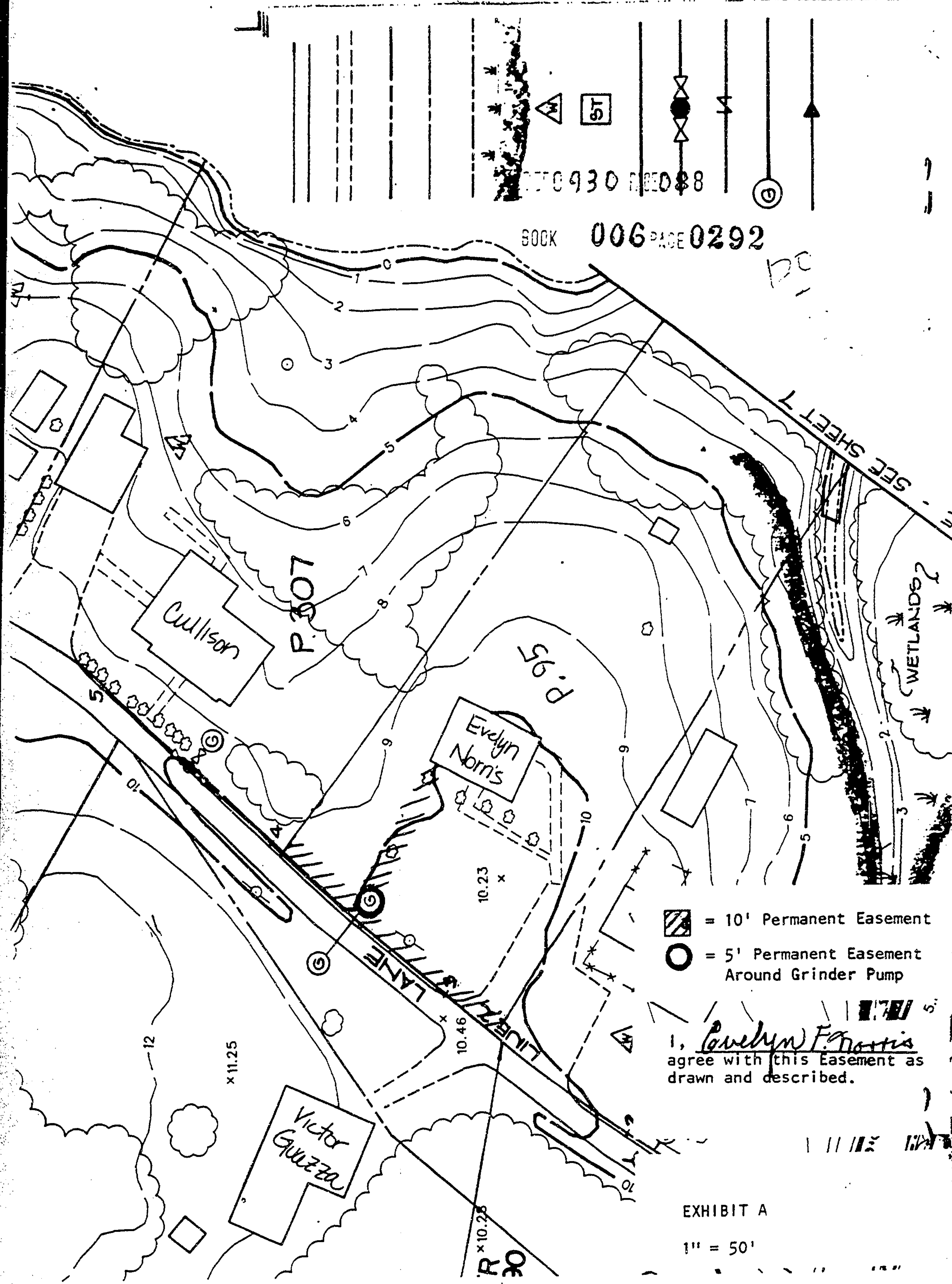
I HEREBY CERTIFY That on this 11th day of August 19 94, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty who acknowledged himself to be Director of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn Van Dusen
Notary Public





My Commission Expires: 3/19/96



930 88

BOOK 006 PAGE 0292

120
SEE SHEET 7

-  = 10' Permanent Easement
-  = 5' Permanent Easement Around Grinder Pump

1. Carelyn F. Norris
agree with this Easement as drawn and described.

EXHIBIT A

1" = 50'

R 30 x 10.25

x 11.25

10.23 x

10.46 x

P. 95

P. 307

Cullison

Evelyn Norris

Victor Guizza

LINEMENT LANE

WETLANDS

(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (22) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

David F. Sayre (SEAL)
David F. Sayre

(SEAL)

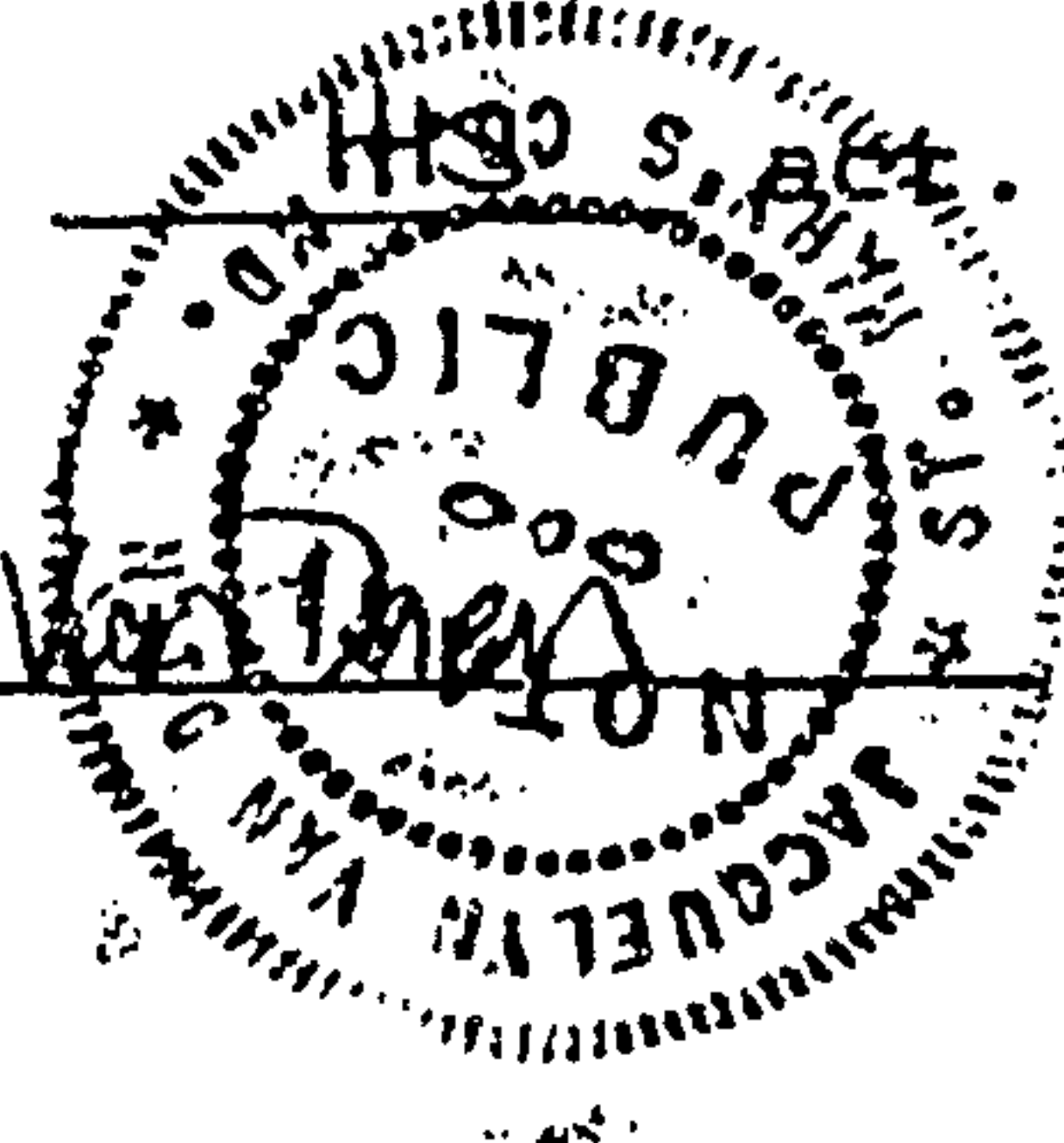
ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: Larry R. Petty, Director (SEAL)

STATE OF MARYLAND, County of ST. MARY'S to-wit:
I HEREBY CERTIFY That on this 13 day of MAY
1992, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared
DAVID F. SAYRE the GRANTOR named in the

foregoing instrument and acknowledged it to be
AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission expires: 3/19/96



STATE OF _____, County of _____ to-wit:
I HEREBY CERTIFY, That on this _____ day of _____

19 , 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 11th day of August 1994 , 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

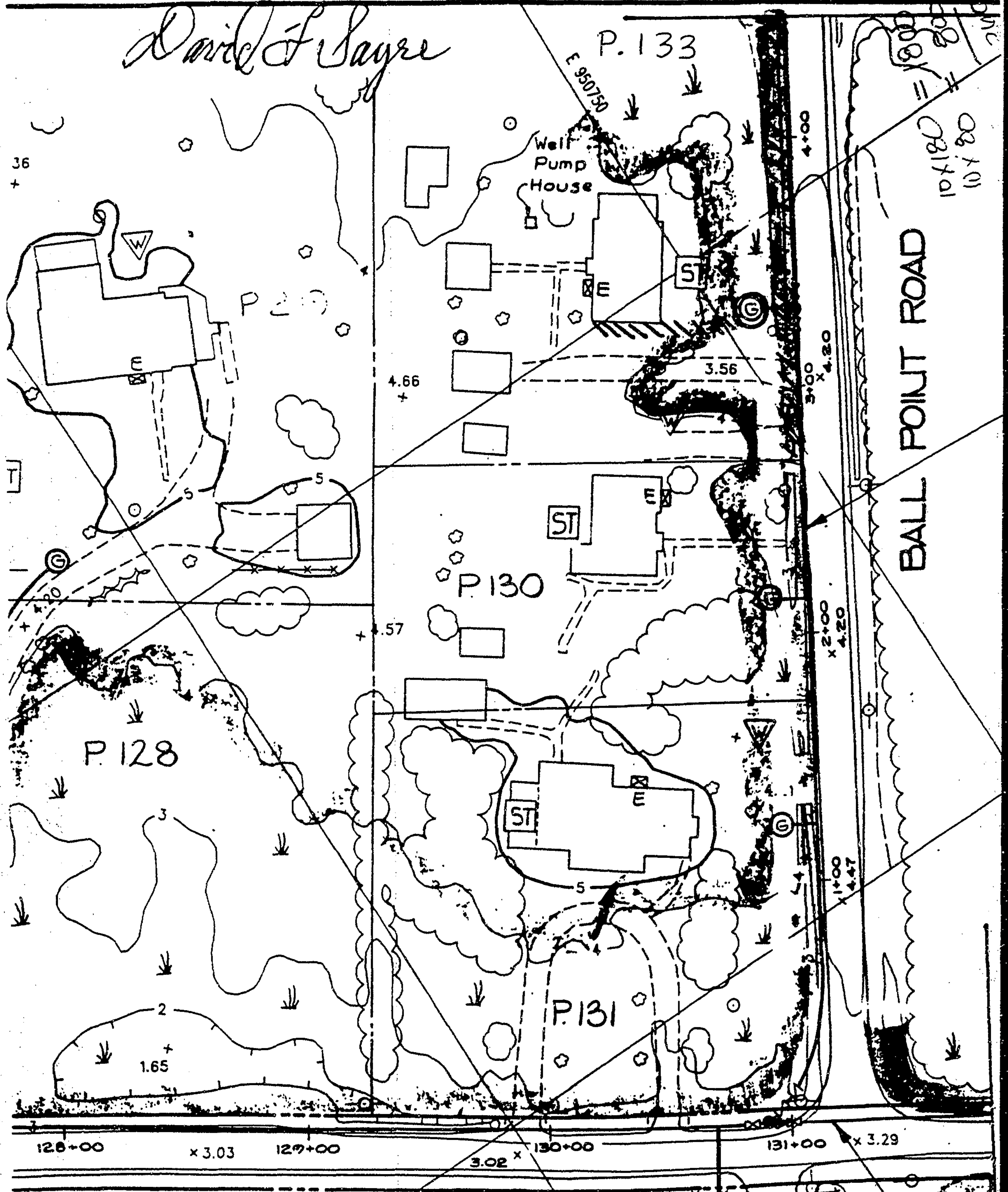
AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission expires: 3/19/96

David F. Sayre



BALL POINT ROAD

D. ROUTE 249

1081101
1081101
1081101

36
+

L

128+00 x 3.03 129+00 3.02 x 130+00 131+00 x 3.29

3+00 x 4.20

2+00 x 4.20

1+00 x 4.47

4.66
+

3.56

+.57

P.128

P.130

P.131

P.133

P.229

Well Pump House

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ST

ST

E

ST

E

1.65

2

3

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DAVID SAYRE (P. 176)

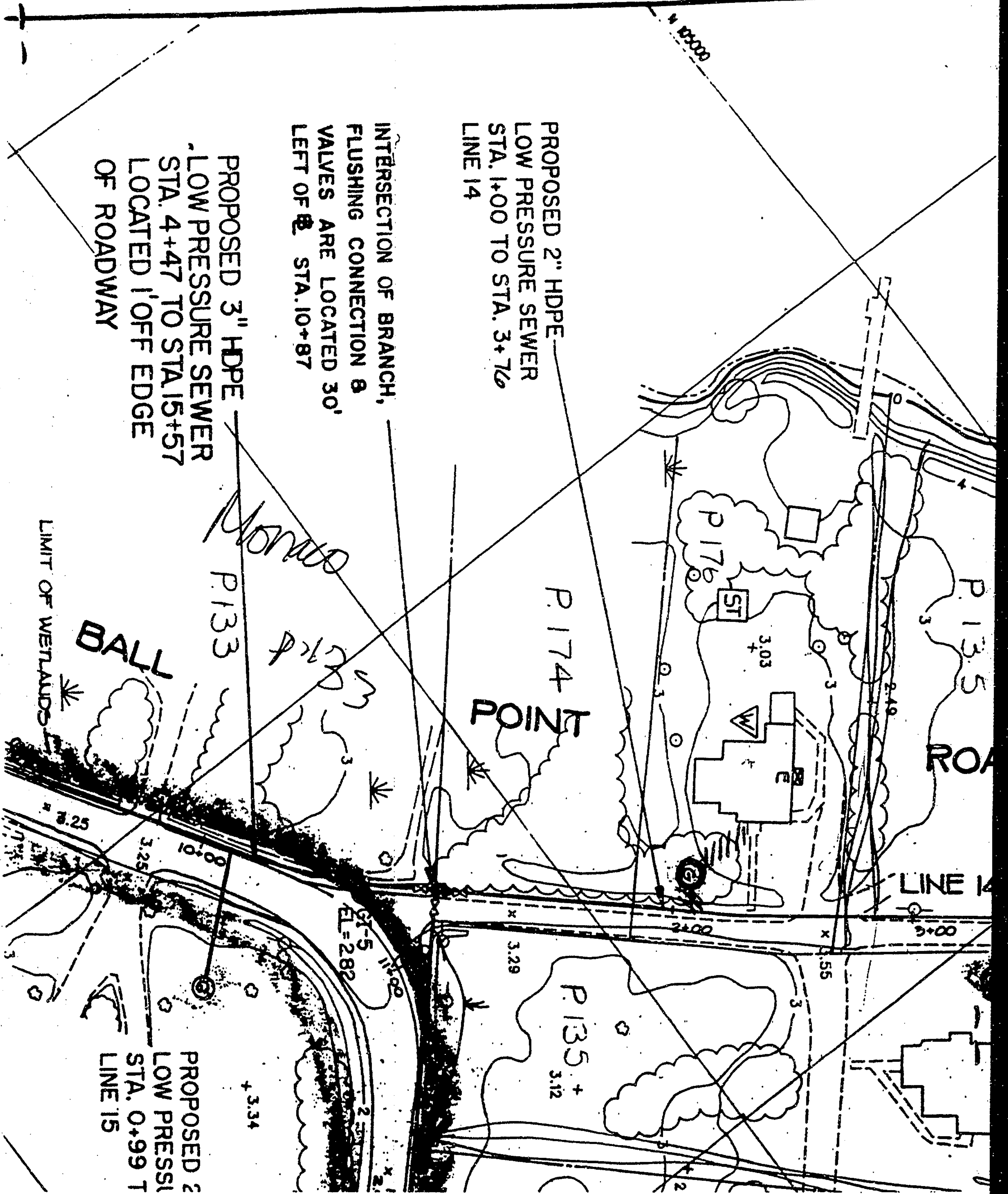
300K 006 PAGE 0298

FIGURE 930 PAGE 94

PROPOSED 2" HDPE
LOW PRESSURE SEWER
STA. 1+00 TO STA. 3+76
LINE 14

INTERSECTION OF BRANCH,
FLUSHING CONNECTION &
VALVES ARE LOCATED 30'
LEFT OF STA. 10+87

PROPOSED 3" HDPE
LOW PRESSURE SEWER
STA. 4+47 TO STA. 15+57
LOCATED 1' OFF EDGE
OF ROADWAY



(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (22) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Grace Barnes (SEAL)
Grace Barnes

(SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: [Signature] (SEAL)
Larry K. Petty, Director

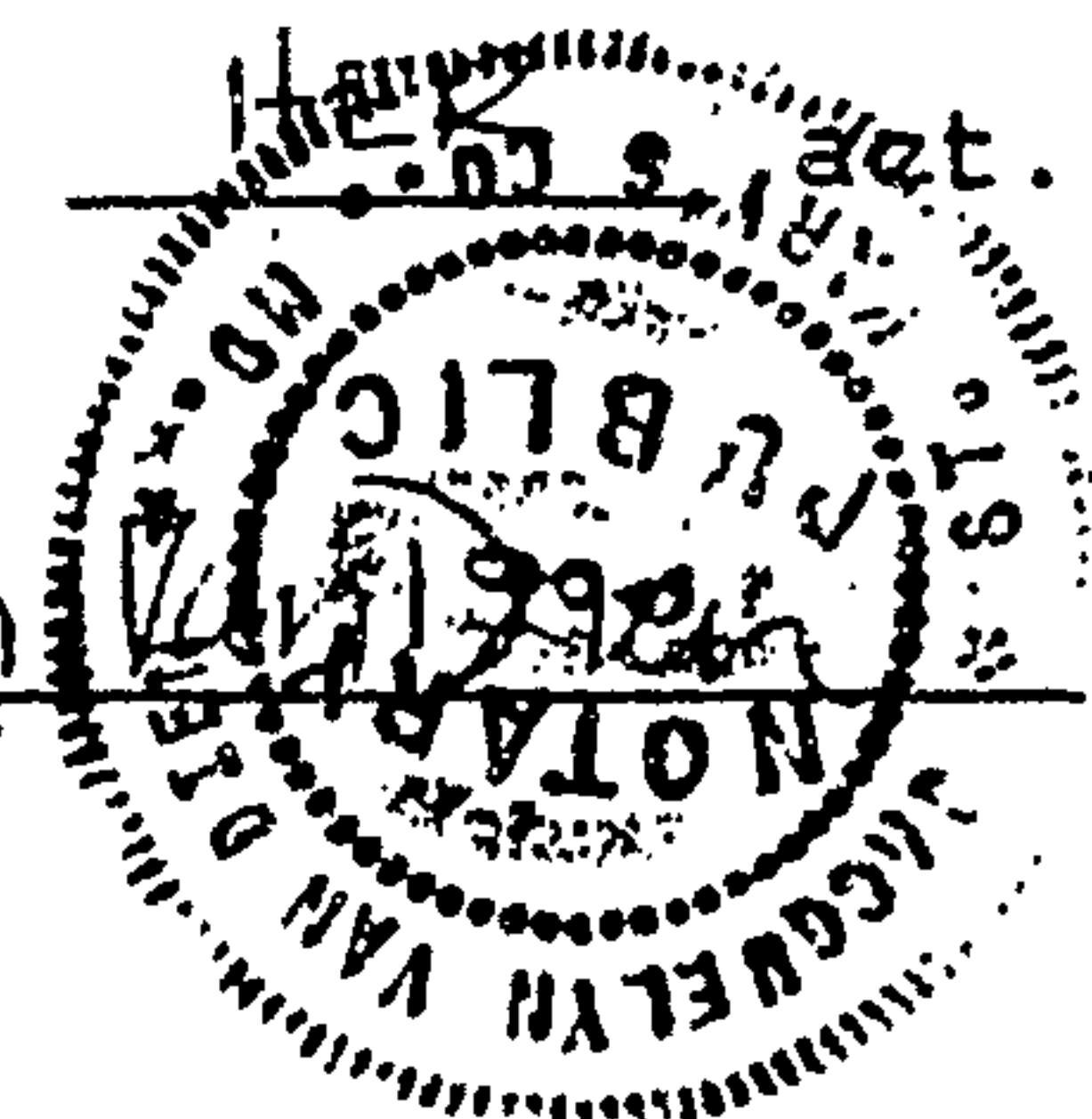
STATE OF MARYLAND, County of ST. MARY'S to-wit:

I HEREBY CERTIFY That on this 11 day of MAY 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GRACE BARNES the GRANTOR named in the foregoing instrument and acknowledged it to be

AS WITNESS my hand and Notarial Seal.

Jacquelyn Van D...
Notary Public

My Commission expires: 3/19/96



STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY, That on this _____ day of _____

19 , 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.

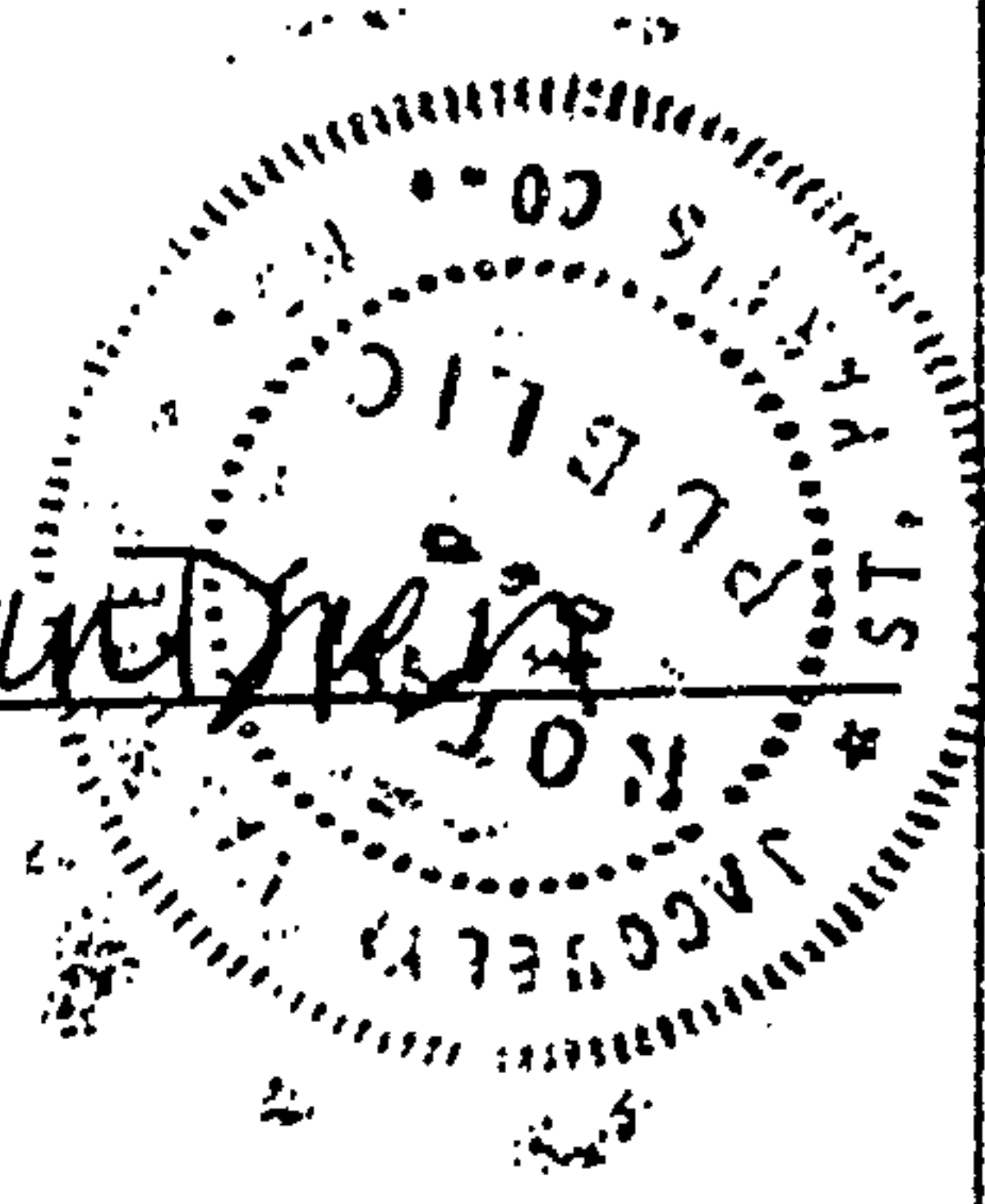
Notary Public

My Commission expires: _____

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

I HEREBY CERTIFY That on this 11th day of August
1994, 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 the St. Mary's County Metropolitan
Commission, a body politic and corporate, and that he, as
such Director being authorized so to do, executed the
aforegoing instrument for the purposes therein contained by
signing the name of the Metropolitan Commission
by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn VanDine
Notary Public


My Commission expires: 2/19/96




Barnes, Grace

BOOK

000 PAGE 0303

P 32

LINE 4

-  = 10 ft. perm. easement
-  = 5 ft. temp. easement
-  = 5 ft. perm. easement around grinder pump

I, Isaac Barnes
agree with this easement
as drawn and described.

EXHIBIT A

1" = 50'

POSED 2" HDPE
PRESSURE SEWER
0+97 TO STA. 10+91

LINE 4

DENSE TREES

DENSE TREES

LIMIT OF W

P. 21

P. 34

HDPE
SEWER
STA. 2+97

Well

P166

P200

SEWER
2+06

P22

10x100 = 10
10x80 = 8
10x50 = 5

89+00

x 3.67

90+00

91+00

x 3.79

92+00



said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

3. GRANTEE shall save the GRANTOR harmless from any and all liability caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

4. GRANTEE shall restore all areas disturbed during construction, maintenance or repair to its original conditions.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

BOARD OF EDUCATION OF ST. MARY'S COUNTY

By: Joan Kozlowsky (SEAL)
Joan Kozlowsky, Superintendent

By: Jonathan C. Nelson (SEAL)
Jonathan C. Nelson, President
Board of Education of St. Mary's County

ATTEST ST. MARY'S COUNTY METROPOLITAN COMMISSION

Larry K. Petty 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 23 day of June 1974;

before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joan Kozlowsky Superintendent of the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Sandra Weinmann
Notary Public

My Commission Expires: June 1, 1995

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

I HEREBY CERTIFY That on this 23 day of June 1974,

before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jonathan C. Nelson, ~~the GRANTOR named~~ President of the Board of Education of St. Mary's County, the Grantor named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Sandra Weinmann

My Commission Expires: June 1, 1995

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

I HEREBY CERTIFY That on this 12th day of July 1994;

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 the St. Mary's

County Metropolitan Commission, a body politic and corporate, and that he, as such

Director being authorized so to do, executed the foregoing instrument for the

purposed therein contained by signing the name of the St. Mary's County METCOM

by himself as Director.

AS WITNESS my hand and Notarial Seal.

Jacquelyn Vaitanen

Notary Public



My Commission Expires: 3/19/96

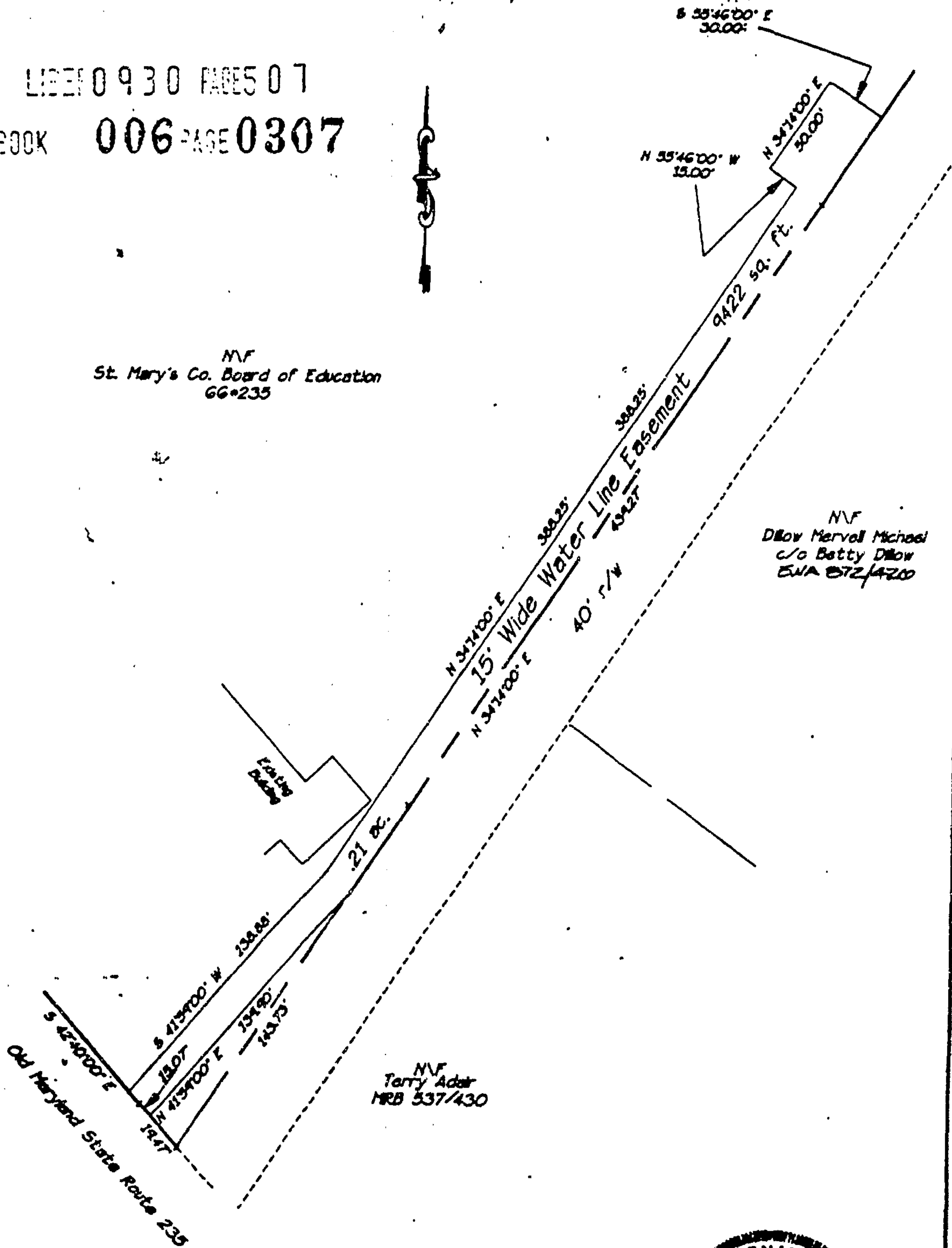
LIBER 0930 PAGES 07
 BOOK 006 PAGE 0307



N/F
 St. Mary's Co. Board of Education
 GG#235

N/F
 Dilov Mervell Michael
 c/o Betty Dilov
 BVA 872/470

N/F
 Terry Adair
 MRB 537/430



This plat does not represent a current survey by the firm. Information shown herein was taken from current deeds and surveys of record.

<p>Water Line Easement Plat</p> <p>Situated off Old Route 235 6th Election District St. Mary's Co., Maryland For: St. Mary's Co. Matcom</p>	<p>MICRONE</p> <p>ENGINEERS - PLANNERS - SURVEYORS LEONARDTOWN, MD. (301) 476-8822 ANNAPOLIS - CENTREVILLE - EASTON BELTOWN - GREENSBORO - PRINCE GEORGES</p>	<p>DRAWN BY: Barry SCALE: 1"=60' DATE: 25 May 1994 JOB NO.: 4044-67876 FOLDER: ta27. b14 Water Line Easement Plat</p>
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PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 24th day of January 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Burch Oil Company, Inc., (hereinafter, the "Developer"), Burch Oil Company, Inc., (hereinafter, the "Owner") and N.A. (hereinafter, the "Lender #1"), Nations Bank, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
 TOTAL 0.00
 Res#SM02 Rcpt#999999
 EWA MAB BIK#747

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the tenth (10th) Sanitary District of St. Mary's County, Maryland (the "County"); and, Mar 16, 1995 11:06 am

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

RECORDING FEE 0.00
 TOTAL 0.00
 Res#SM02 Rcpt#999999

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Charlotte Hall Chevron Station, hereinafter referred to as the "Project"; and,

EWA MAB BIK#747
 Mar 16, 1995 11:29 am

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$ 13,596.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2 and the Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 407.88 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and

indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 300.00 based upon \$ 270.00 for a 1-1/2" water meter and \$ 30.00 for a Final Inspection, payable upon execution of this Agreement or at the time a connection permit is issued.

Water Service Charge: \$ 16.74 per month based upon \$ 10.08 per month per meter for a Service Charge and \$ 6.66 per month per meter for a Ready-to-Serve Charge beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: N/A per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: N/A per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commis-

sion. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.

2. Demand that Developer vacate Commission Property.

3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to

the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

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

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By: Joseph Russell

Joseph Russell, Chairman

ATTEST:

DEVELOPER

James O'Neil

By: F. Elliot Burch, Jr.

Burch Oil Company, Inc.

PROPERTY OWNER

By: F. E. Elliot Burch, Jr.

F. Elliot Burch, Jr., President

LENDER #1

By: N.A.

LENDER #2

[Signature]

By: Nations Bank Nancy L. Hayden

EXHIBITS:

- A
- _____
- _____
- _____
- _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 24th day of January,
1995

before me a Notary Public in and for the County of St. Mary's
aforesaid personally appeared Joseph I. Russell

Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan
Notary Public

My commission expires 2/1/96.

(DEVELOPER)

STATE OF Maryland

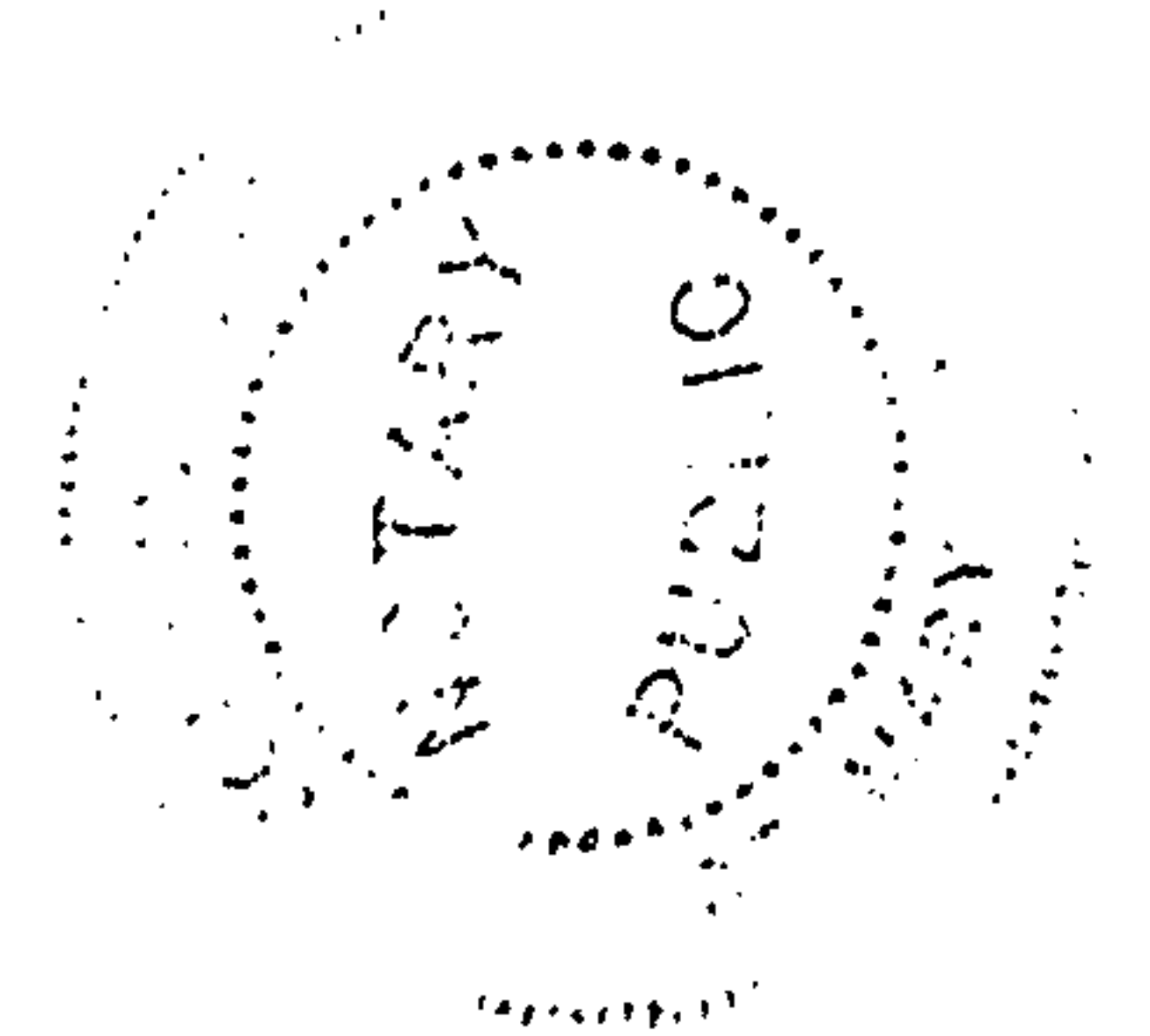
COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 6 day of January,
1995 before me, the subscriber, a Notary Public in
the county aforesaid, personally appeared F. Elliot Burch, Jr.
and that he/she/they acknowledged the foregoing Public Works
Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jean M. Pillel
Notary Public

My Commission Expires April 1, 1996



My Commission Expires: _____

BOOK 0006 PAGE 0315

(OWNER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

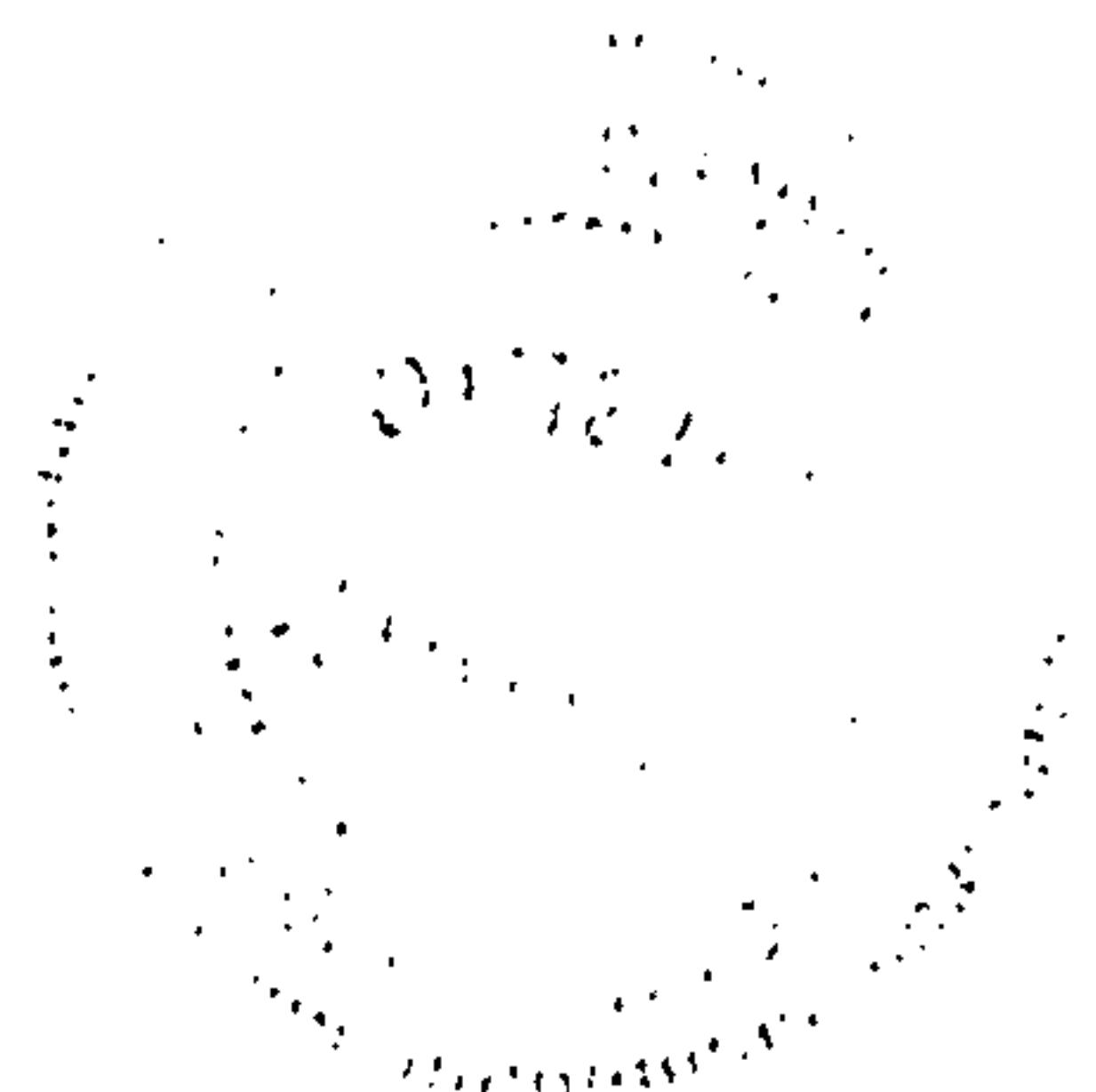
I HEREBY CERTIFY that on this 6 day of January, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared F. Elliott Burch, Jr. and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

James M. O'Rell

Notary Public

My Commission Expires: April 1, 1996



(LENDER #1)

STATE OF _____

COUNTY OF _____ to wit:

I HEREBY CERTIFY that on this _____ day of _____, 19 ____ before me, the subscriber, a Notary Public in the county aforesaid, personally appeared _____ and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____ BOOK **0006** PAGE **0316**

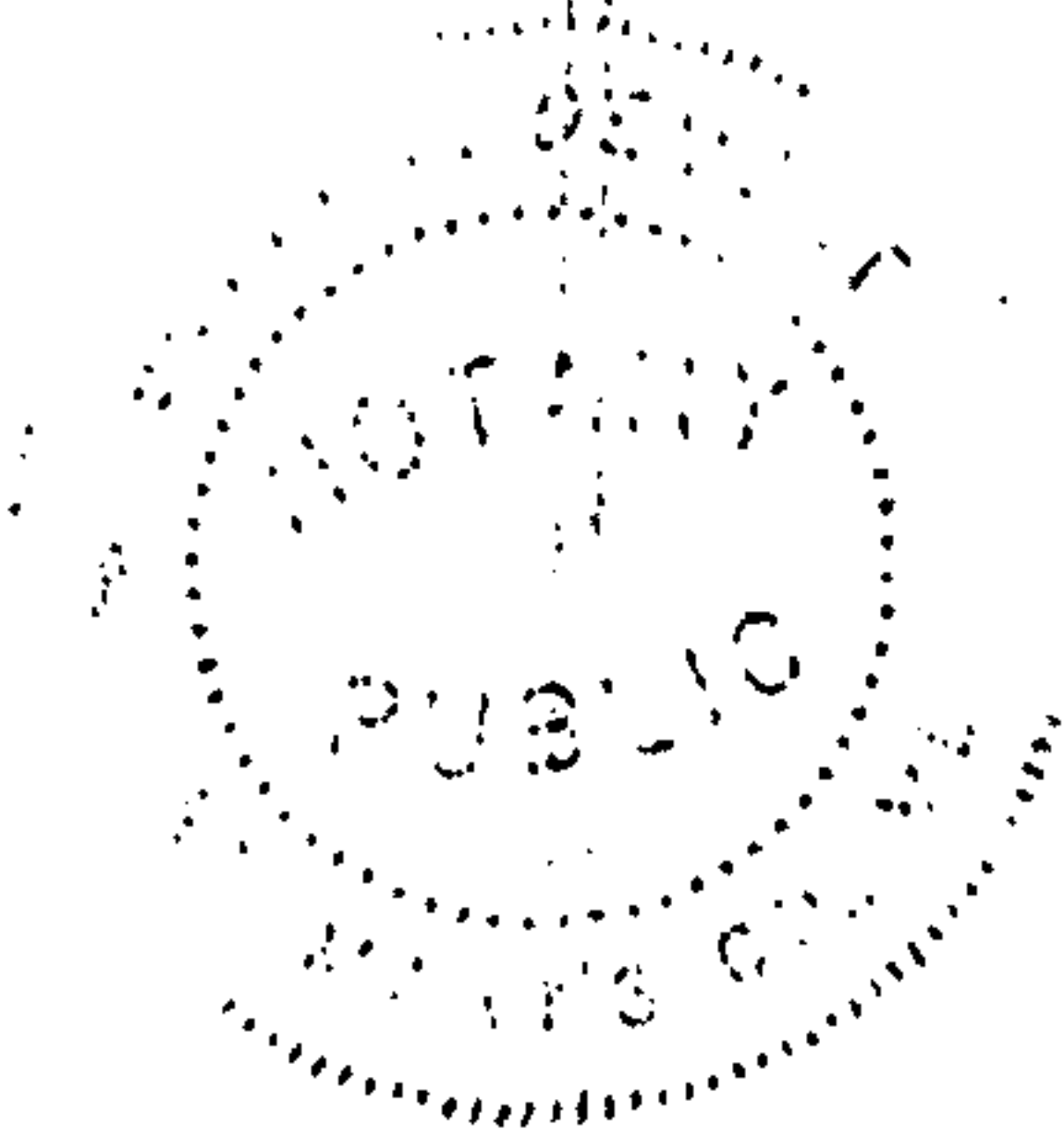
(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 12th day of JANUARY, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared NANCY C. HAYDEN and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Betty L. Sement
Notary Public

My Commission Expires: 9-1-97

PROPOSED WATER FACILITIES

AND PHASING

PROJECT NAME: Charlotte Hall Chevron Station

TOTAL # OF PHASES: One

DEVELOPER: Burch Oil Company, Inc.

PHASE I: PLAT REF: MRB 369/470 & 414/186 # LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: 12/01/94

PROJECTED CONSTRUCTION COMPLETION DATE: 11/18/95

FACILITIES TO BE CONSTRUCTED*: Approximately 383 l.f. of 8" and 243 l.f. of 4" PVC waterline, and 1 fire hydrant with all appropriate appurtenances. Facilities to be constructed as shown on plans approved by the Chief Engineer on June 27, 1994, and turned over to the Commission.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: *R*
(Initials)

Developer: *BOC*
(Initials)

PERMANENT EASEMENT AND AGREEMENT

BOOK 0006 PAGE 0318

THIS EASEMENT AND AGREEMENT, made this FIFTH day of OCTOBER, 1994 by and between MUNICIPAL AND CONTRACT SALES, INC., party of the first part, hereinafter referred to as "GRANTOR",

and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE",
WITNESSETH,

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcr#1999999

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the Fifth (5th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated December 12, 1988 and recorded among the Land Records of St. Mary's County, at Liber MRB 448, Folio 477; and

EWA MAD BIK#747
Mar 16, 1995 11:07 am

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a water system, to include a water line, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcr#1999999

The general location of the water line, and other associated equipment hereinafter referred to as the "Facilities", as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide strip of land parallel to an ten feet south of the most northerly outline of Lot 500-6A of a subdivision entitled North Indian Creek Estates as recorded among the plat records of St. Mary's County, Maryland in Liber MRB 030 at Folio 023.

EWA MAD BIK#747
Mar 16, 1995 11:30 am

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall not erect any building or similar structure over, or

within ten (10) feet of the water line; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

3. GRANTEE shall save the GRANTOR harmless from any and all liability caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:
MUNICIPAL & CONTRACTOR SALES, INC.
JOHN T. BEHM, PRES. John T. Behm (SEAL)
John T. Behm, President
_____ (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION
[Signature] BY: [Signature] (SEAL)
Larry K. Petty, Director

STATE OF Maryland, County of Baltimore to-wit;

I HEREBY CERTIFY That on this 5 day of October 1994;
before me, the subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared John T. Behm, the GRANTOR
named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

Albert A. Behm
Notary Public

My Commission Expires: 11/1/96

STATE OF _____, County of _____ to-wit;

I HEREBY CERTIFY That on this _____ day of _____ 19____,
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 20th day of October 1994,
 before me, the subscriber, a Notary Public in and for the State and County aforesaid,
 personally appeared Leamy K. Petty who
 acknowledged himself to be Director of the St. Mary's
 County Metropolitan Commission, a body politic and corporate, and that he, as such
~~Director~~ being authorized so to do, executed the foregoing instrument for the
 purposed therein contained by signing the name of the Commission
 by himself as Director.

AS WITNESS my hand and Notarial Seal.

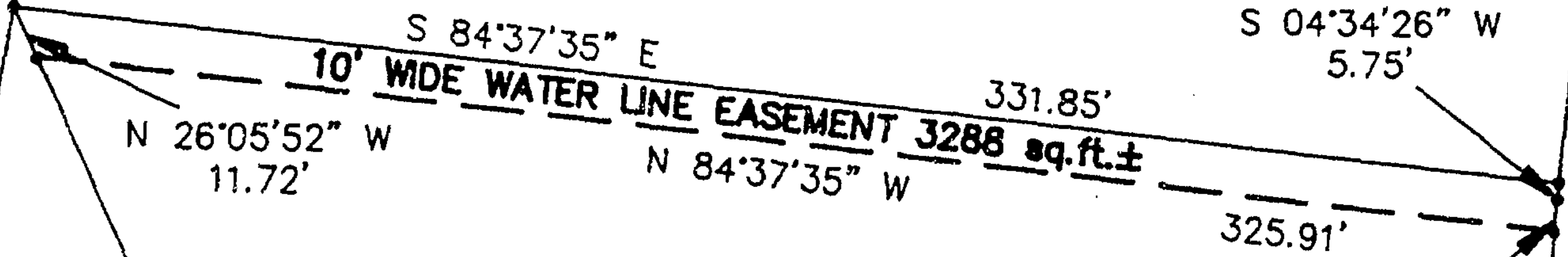

Leelanor G. Bryan
 Notary Public

My Commission Expires: 2/1/96

LOT 5
RESUBD. NORTH INDIAN
CREEK ESTATES
MRB 16/81 PLAT REF.

MD. STE. RT. 5
VARIABLE WIDTH R/W

POTOMAC WAY
50' R/W



LOT 500-6A
NORTH INDIAN CREEK ESTATES
MRB 030/023 PLAT REF.
MRB 448/477 DEED REF.

DELTA = 01°04'58"
RADIUS = 225.00'
TAN = 2.13'
ARC = 4.25'
LCH = 4.25'
S 04°01'57" W

N/F
CHARLOTTE HALL
DEVELOPMENT
MRB 480/351



Jeffrey H. Croft
9-23-94

EASEMENT PLAT

10' WIDE WATERLINE ESMT. THROUGH
LOT 500-6A NORTH INDIAN CREEK ESTATES
5TH ELECTION DIST. ST. MARY'S CO. MARYLAND
FOR : METCOM

McCRONE

ENGINEERS ~ PLANNERS ~ SURVEYORS
LEONARDTOWN, MD.
(301) 475-5522
ANNAPOLIS - CENTREVILLE - EASTON
ELKTON - ODESSA - PRINCE FREDERICK

DRAWN BY: JEFF
SCALE: 1"=50'
DATE: 9/23/94
JOB NO.: 404463414
FOLDER: TM1 G16

THIS PUBLIC WORKS AGREEMENT, executed this 9th day of August, 1994, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Center Development Group, Inc., (hereinafter, the "Developer"), Food Lion, Inc., a North Carolina Corporation, (hereinafter, the "Owner") and Not Applicable, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
 TOTAL 0.00
 Rest#3402 Rct#999999
 EWA MAB BIK#747
 Mar 16, 1995 11:08 am

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the tenth (10th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

RECORDING FEE 0.00
 TOTAL 0.00

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

Rest#3402 Rct#999999
 EWA MAB BIK#747
 Mar 16, 1995 11:33 am

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Charlotte Hall Food Lion, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$123,651.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 3,709.53 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and

indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Impact Fee: \$ 3,500.00 based upon the estimated difference between the cost of a private on-site fire suppression system and the cost of connecting to the public water system, as approved by the Commission.

Review Fees: \$ 225.00 based upon \$ 45.00 per commercial EDU, payable upon the execution of this agreement.

Connection Charges: \$ 300.00 based upon \$ 270.00 for the cost of the meter and \$ 30.00 for the Certificate of Occupancy Permit Inspection, payable at the time a connection permit is issued.

Water Service Charge: \$ 16.74 per month based upon \$ 10.08 per month per meter for service and \$ 6.66 per month per meter for Ready-to-Serve charge, beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. \$1.68/1,000 gallons will be charged over the 18,000 gallon limit.

Water Supply Fees: N/A per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: N/A per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

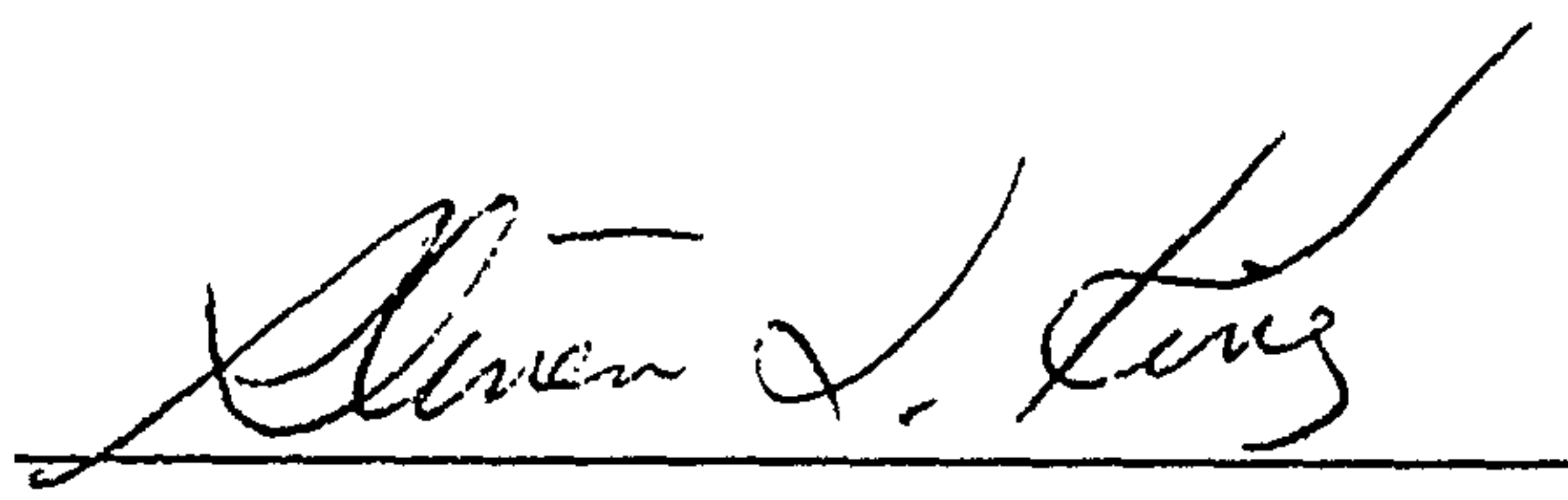
The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

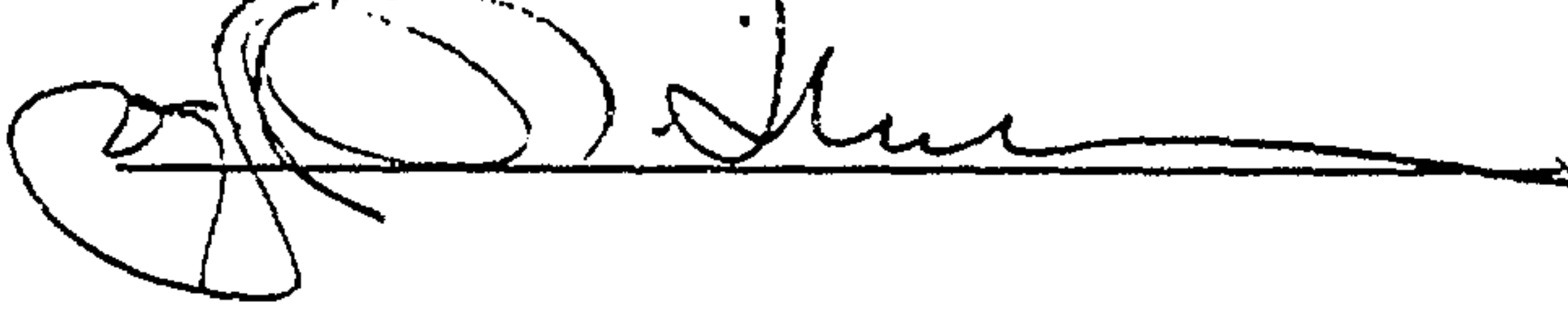
WITNESS the hands and seals of the parties hereto, this day of August 19 94 .

ATTEST:

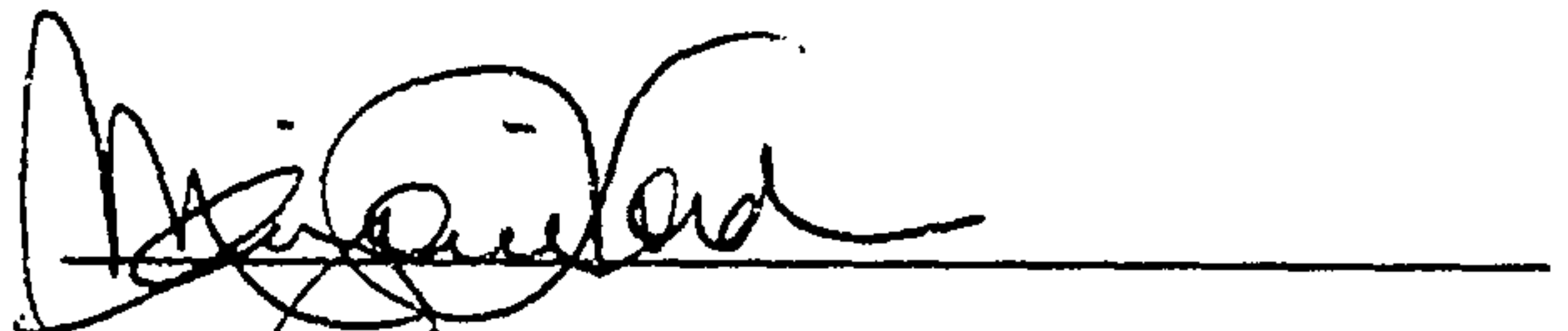


Secretary

ATTEST:




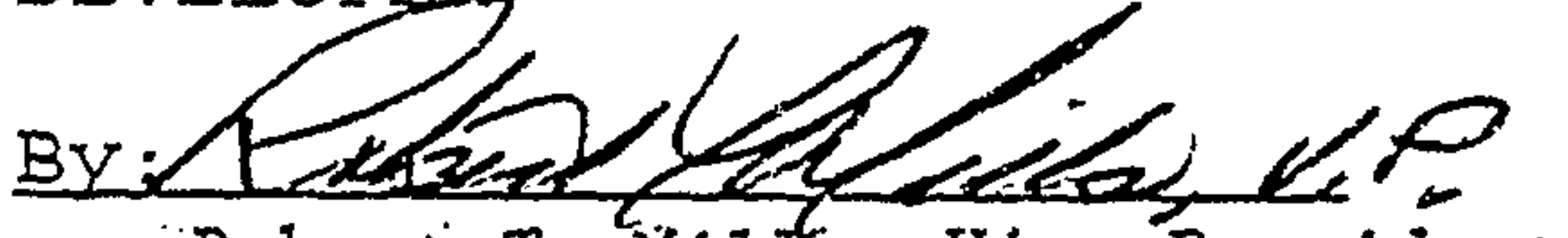
Not Applicable

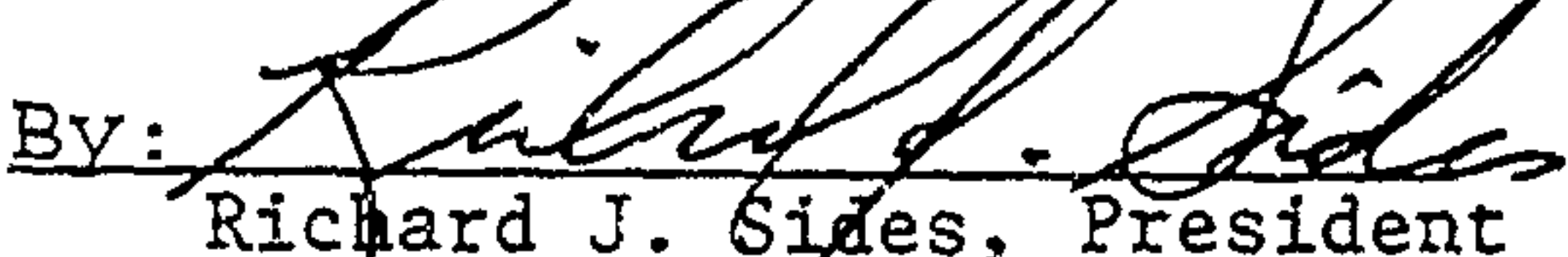


EXHIBITS: A


ST.MARY'S COUNTY METROPOLITAN COMMISSION

By: 
Francis P. Eagan, Chair
Chairman

CENTER DEVELOPMENT GROUP, INC.
DEVELOPER
By: 
Robert T. Mills, Vice President
PROPERTY OWNER, FOOD LION, INC.

By: 
Richard J. Sides, President
LENDER #1 Vice

By: Not Applicable
FIRST NATIONAL BANK OF ST. MARY'S
LENDER #2

By: 
Dan Kubican, Vice President

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 13th day of October, 1994

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared _____

Frances P. Eagan Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan
Notary Public

My Commission expires 2/1/96.

(DEVELOPER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this _____ day of August, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Robert T. Mills, Group, Inc., Vice President of Center Development/ and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Elizabeth Sherman
Notary Public

My Commission Expires: 1/1/95

(OWNER)

STATE OF North Carolina

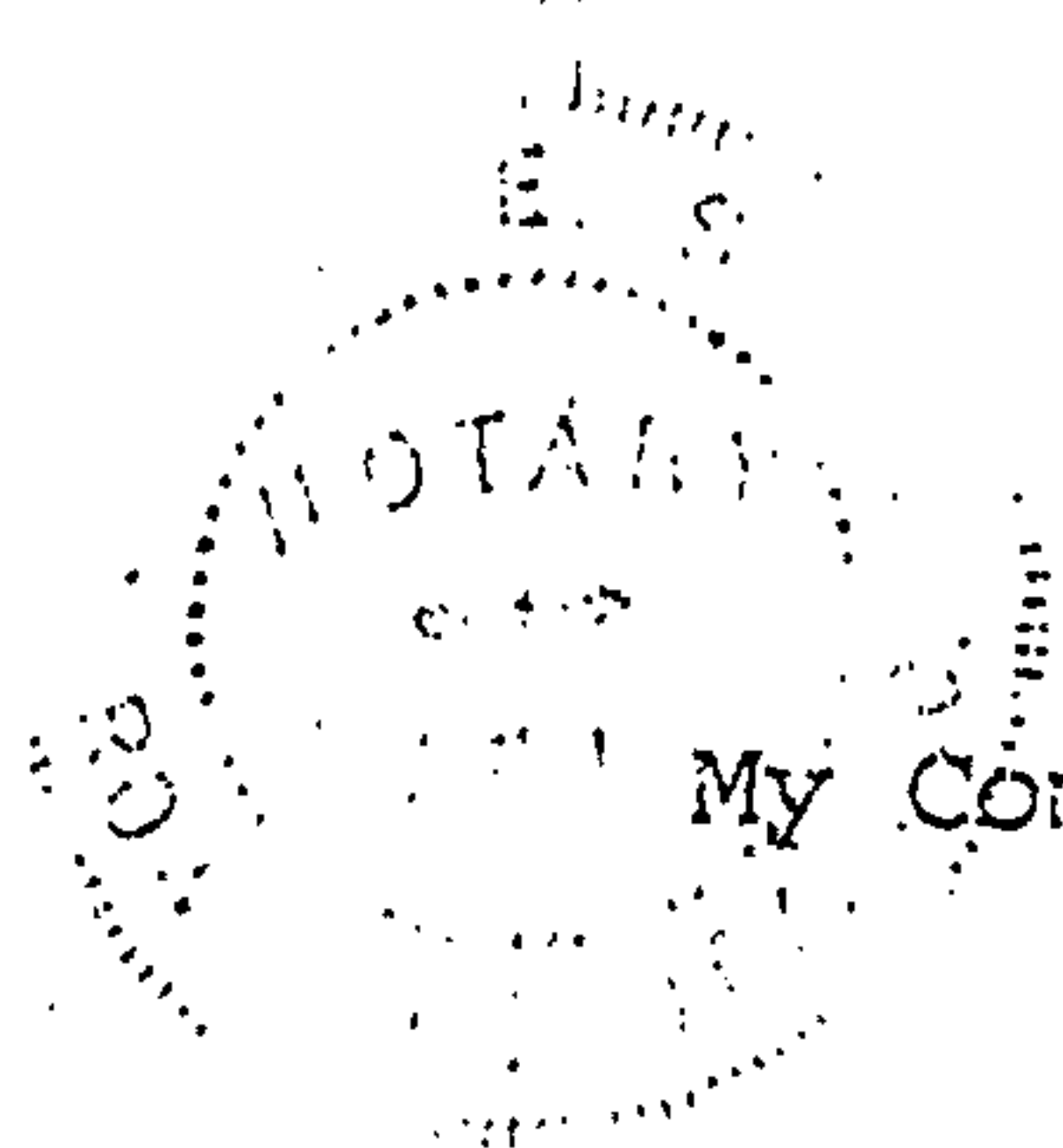
COUNTY OF Rowan to wit:

I HEREBY CERTIFY that on this 3rd day of August, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Richard J. Sides Vice President of Food Lion, Inc., and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

DeLana E. Sciurus

Notary Public



My Commission Expires: July 20, 1998

(LENDER #1)

STATE OF _____

COUNTY OF _____ to wit:

I HEREBY CERTIFY that on this _____ day of _____, 19 _____ before me, the subscriber, a Notary Public in the county aforesaid, personally appeared _____ and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

(LENDER #2)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 9th day of August,
19 94 before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared Dan Kubican, Vice President of
the First National Bank of St. Mary's,
and that he/she/they acknowledged the execution of the foregoing
Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Judy De Orlino
Notary Public

My Commission Expires: 01-01-97



EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Charlotte Hall Food Lion
TOTAL # OF PHASES: One
DEVELOPER: Center Development Group, Inc.

PHASE I:

PLAT REF: MRB 524/439 # LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: August 23, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: August 22, 1995

FACILITIES TO BE CONSTRUCTED*: Approximately 2,560 l.f. of 10" waterline, and 8 fire hydrants with all appropriate appurtenances. Facilities to be constructed as shown on the plans approved by the Chief Engineer on May 19, 1994, and shall be connected to proposed water main along Oaks Cooksey Road, running along Triangle Drive and across Golden Beach Road to be connected to existing Charlotte Hall Business Center water main. All of the above to be turned over to the Commission. On-site facilities with the exception of the water meter are to be owned and maintained by the developer.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: A.P. Egan

(Initials)

Developer: R.M.

(Initials)

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 29th day of SEPTEMBER 1994 by and between J. Calvin & Charles J. Guy

party of the first part, hereinafter referred to as "GRANTOR", and the COUNTY METROPOLITAN COMMISSION, a body politic and corporate party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the Fifth (5th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated October 21, 1976 and recorded among the Land Records of St. Mary's County, at Liber DBK 263, Folio 16; and

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a water system, to include a water line, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the water line, and other associated equipment, hereinafter referred to as the "Facilities", as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide strip of land parallel to, an 10 feet north of the most southerly outline of Lot 5 of a subdivision entitled, Resubdivision North Indian Creek Estates, as recorded among the plat records of St. Mary's County, Maryland, in MRB 16 at Folio 81.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall not erect any building or similar structure over, or within ten (10) feet of the water line; otherwise, GRANTOR may use said Easement

within ten (10) feet of the water line; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

3. GRANTEE shall save the GRANTOR harmless from any and all liability caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Joseph Calvin Guy (SEAL)
Charles J. Guy (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

John W. Castle BY: John W. Castle (SEAL)
John W. Castle, Chief Engineer

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

I HEREBY CERTIFY That on this 29th day of September 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph Calvin Guy, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY That on this 29th day of September 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles J. Guy, the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

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

I HEREBY CERTIFY That on this 29th day of September 1994;
before me, the subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared John Wylie Castle who
acknowledged himself to be Chief Engineer of the St. Mary's
County Metropolitan Commission, a body politic and corporate, and that he, as such
Engineer being authorized so to do, executed the foregoing instrument for the
purposed therein contained by signing the name of the St. Mary's County MetCom
by himself as Chief Engineer.

AS WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

MD. STE. RT. 5
VARIABLE WIDTH R/W

LOT 5
RESUBD. NORTH INDIAN
CREEK ESTATES
MRB 16/81 PLAT REF.

N 09°57'11" E
10.03'

S 84°37'34" E
10' WIDE WATER LINE EASEMENT 3313 sq. ft. ±
N 84°37'34" W
330.91'
331.86'

POTOMAC WAY
50' R/W

S 04°34'26" W
10.00'

LOT 500-6A
NORTH INDIAN CREEK ESTATES
MRB 030/023 PLAT REF.
MRB 448/477 DEED REF.

N/F
CHARLOTTE HALL
DEVELOPMENT
MRB 480/351



W.P. Higgs
9-23-94

EASEMENT PLAT

10' WIDE WATERLINE ESMT. THROUGH
LOT 5 RESUBD. NORTH INDIAN CREEK ESTATES
5TH ELECTION DIST. ST. MARY'S CO. MARYLAND
FOR : METCOM

McCRONE

ENGINEERS ~ PLANNERS ~ SURVEYORS
LEONARDTOWN, MD.
(301) 475-5522
ANNAPOLIS - CENTREVILLE - EASTON
ELKTON - ODESSA - PRINCE FREDERICK

DRAWN BY: JEFF
SCALE: 1" = 50'
DATE: 9/23/94
JOB NO.: 404463414
FOLDER: TM1 G16



MD. STE. RT. 5
VARIABLE WIDTH R/W

LOT 5
RESUBD. NORTH INDIAN
CREEK ESTATES
MRB 16/81 PLAT REF.

N 09°57'11" E
10.03'

S 84°37'34" E

10' WIDE WATER LINE EASEMENT 3313 sq. ft. ±

N 84°37'34" W

330.91'

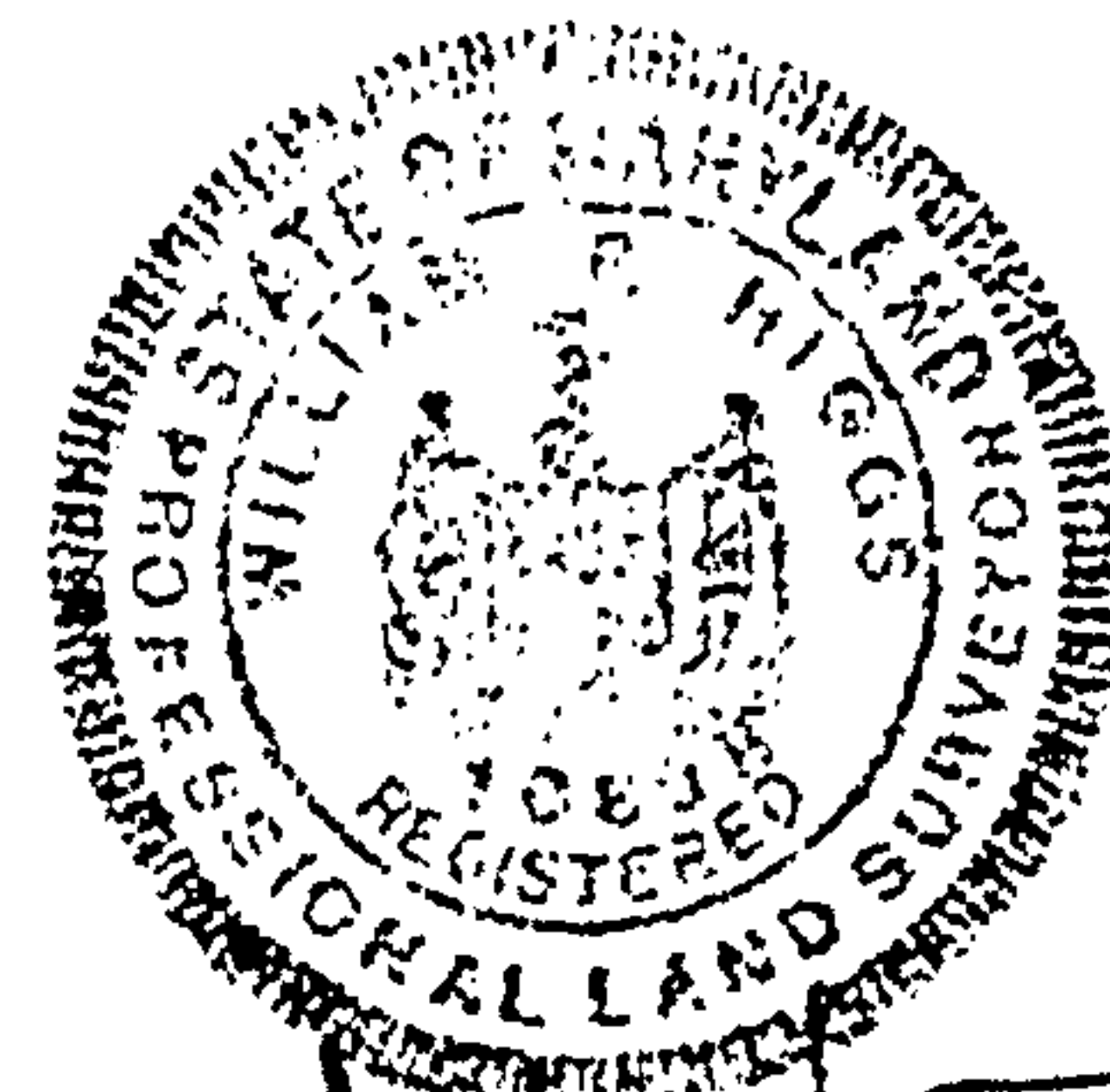
331.86'

S 04°34'26" W
10.00'

POTOMAC WAY
50' R/W

LOT 500-6A
NORTH INDIAN CREEK ESTATES
MRB 030/023 PLAT REF.
MRB 448/477 DEED REF.

N/F
CHARLOTTE HALL
DEVELOPMENT
MRB 480/351



W.P. Higgs
9.23.94

EASEMENT PLAT

10' WIDE WATERLINE ESMT. THROUGH
LOT 5 RESUBD. NORTH INDIAN CREEK ESTATES
5TH ELECTION DIST. ST. MARY'S CO. MARYLAND
FOR : METCOM

McCRONE

ENGINEERS ~ PLANNERS ~ SURVEYORS
LEONARDTOWN, MD.
(301) 475-5522
ANNAPOLIS - CENTREVILLE - EASTON
ELKTON - ODESSA - PRINCE FREDERICK

DRAWN BY: JEFF
SCALE: 1"=50'
DATE: 9/23/94
JOB NO.: 404463414
FOLDER: TM1 G16

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 30th day of September, 1994, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Quality Built Homes, Inc., (hereinafter, the "Developer"), Quality Built Homes, Inc., (hereinafter, the "Owner") and Washington Savings Bank, (hereinafter, the "Lender #1"), _____, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
 TOTAL 0.00
 Res#5402 Rcr#1999999
 EWA MAB BIK#747

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

Mar 16, 1995 11:10 am

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

RECORDING FEE 0.00
 TOTAL 0.00
 Res#5402 Rcr#1999999

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Heard's Estates, hereinafter referred to as the "Project"; and,

EWA MAB BIK#747
 Mar 16, 1995 11:36 am

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$ 37,066.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 1,112.00 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 1,710.00 based upon \$ 90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$ 251.18 per month based upon \$ 1.70 per front foot (1,773 front feet) per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Impact Fee: \$ 6.73 per EDU or lot applied for a future upgrade of the California Run Wastewater Pump Station. This fee is levied because this section of this project lies entirely out of the designed service area for the above mentioned pump station.

Sewer Service Charge: \$ 235.41 per month based upon \$ 12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 191.52 per month based upon \$ 10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: \$ 250.00 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$ 450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without

the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure

period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 30th day of September 1974 .

ATTEST:

[Handwritten Signature]

Secretary

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: *[Handwritten Signature]*

Frances P. Eagan, Chair
Chairman

ATTEST:

[Handwritten Signature]

DEVELOPER

[Handwritten Signature]
By: *[Handwritten Signature]* V.P.

Rodney N. Gertz, Vice President

PROPERTY OWNER

[Handwritten Signature]

By: *[Handwritten Signature]* V.P.

Rodney N. Gertz, Vice President

LENDER #1

[Handwritten Signature]

The Washington Savings Bank FSB

By: *[Handwritten Signature]*

J. Whittaker, Vice President

LENDER #2

[Handwritten Signature]

By: _____

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 27th day of October, 1994

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared _____

Frances P. Eagan, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan
Notary Public

my commission expires 2/1/96

(DEVELOPER)

STATE OF MARYLAND

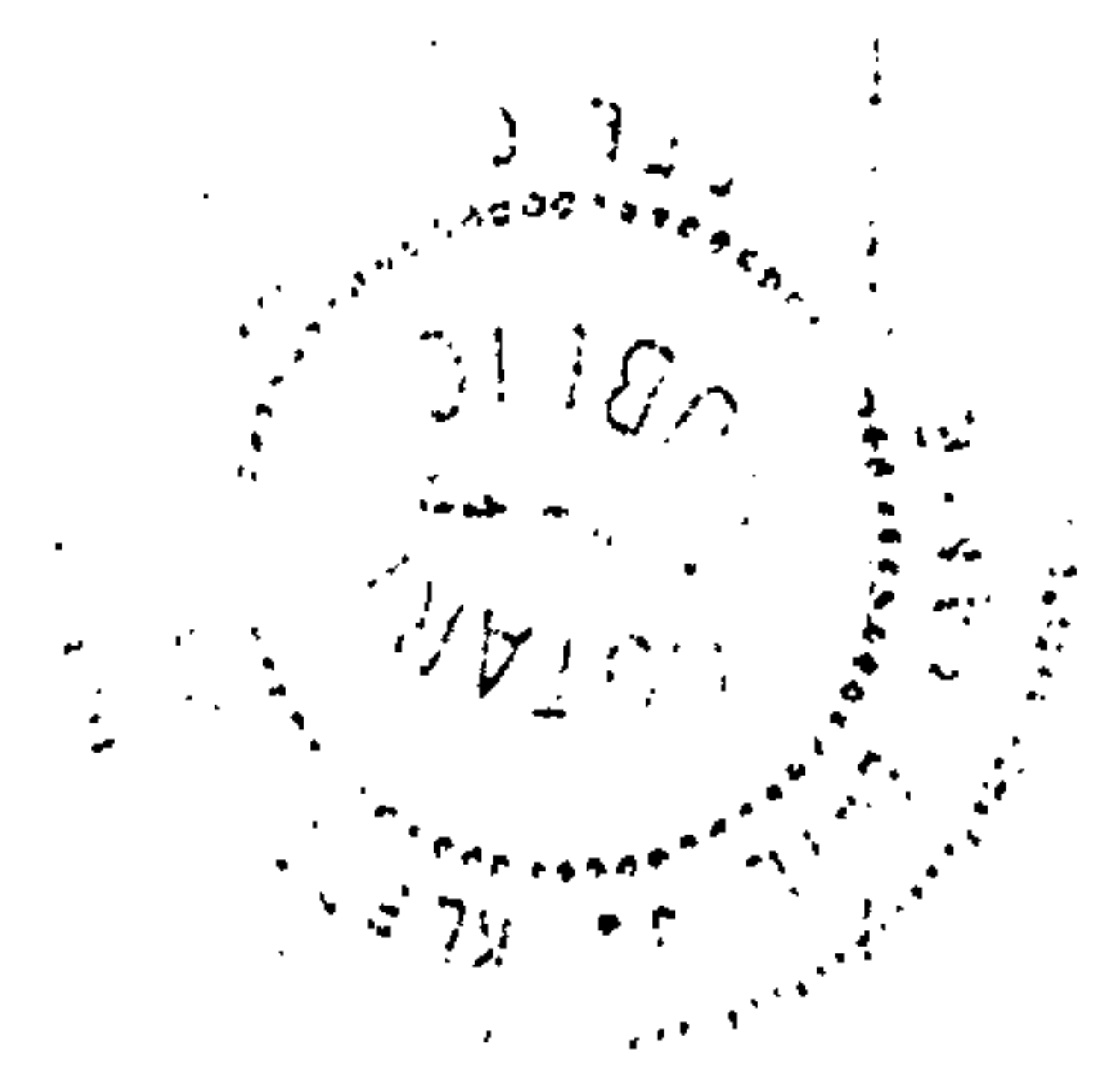
COUNTY OF CALVERT to wit:

I HEREBY CERTIFY that on this 30th day of SEPTEMBER, 1994 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared RODNEY N. GERTZ and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Earl Kleb Jr
Notary Public

My Commission Expires: 10/94



(OWNER)

STATE OF MARYLAND

COUNTY OF CALVERT to wit:

I HEREBY CERTIFY that on this 30th day of SEPTEMBER, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared RODNEY N. GERTZ and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Earl J. Holby
Notary Public

My Commission Expires: 10/94



(LENDER #1)

STATE OF Maryland

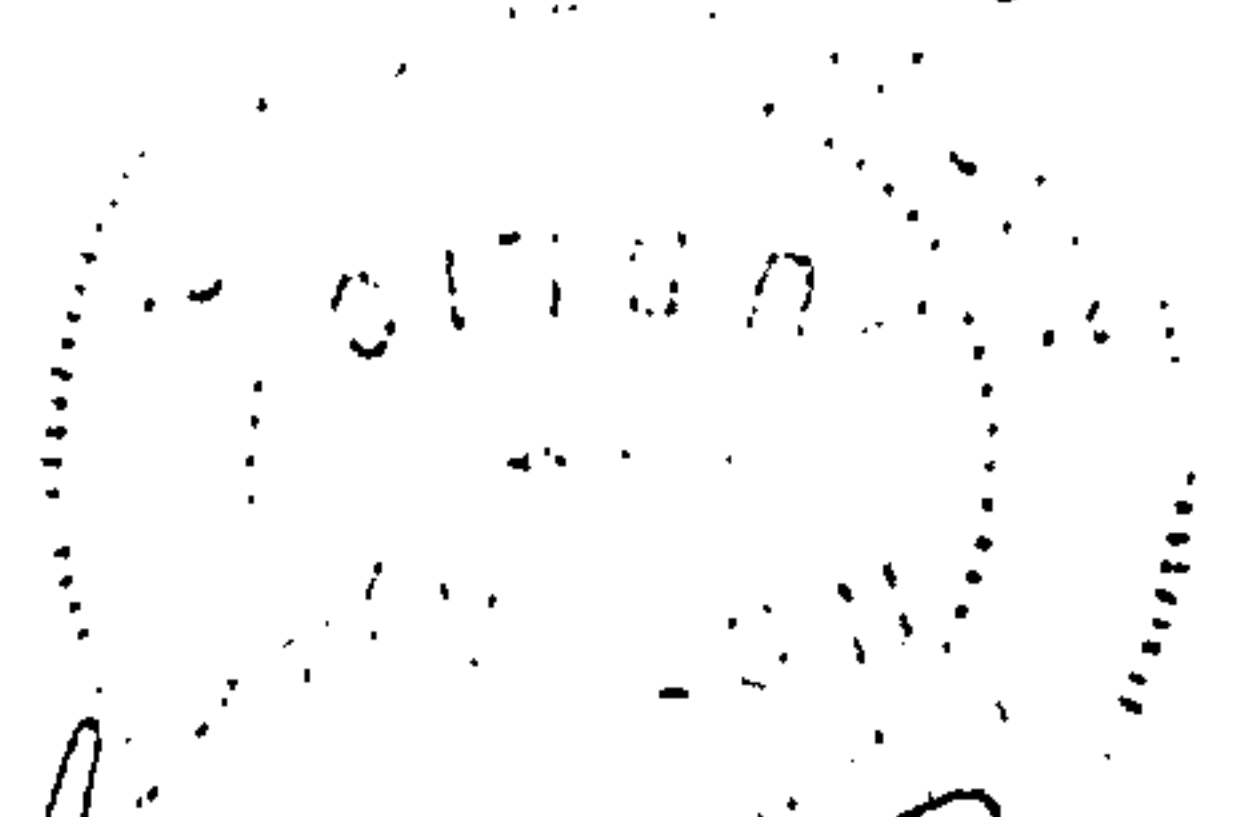
COUNTY OF Charles to wit:

I HEREBY CERTIFY that on this 14 day of October, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Jeff Whittaker and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act on behalf of The Washington Savings.

WITNESS my hand and Notarial Seal.

Alvin Lee Chea
Notary Public

My Commission Expires: 7/1/98



STATEMENT OF

PROPOSED WATER FACILITIES

AND PHASING

PROJECT NAME: Heard's Estates

TOTAL # OF PHASES: One

DEVELOPER: Quality Built Homes, Inc.

PHASE I: PLAT REF: MRB 539/537 # LOTS TO BE SERVED: 19

PROJECTED CONSTRUCTION START DATE: October 15, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: November 30, 1994

FACILITIES TO BE CONSTRUCTED*: Approximately 267 l.f. of 8" PVC and 303 l.f. of 4" PVC waterline, and 1 fire hydrant with all appropriate appurtenances. Facilities to be constructed as shown on plans approved by the Chief Engineer on June 18, 1990 and turned over to the Commission.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: JPE
(Initials)

Developer: QBHI by ENG
(Initials)

STATEMENT OF

PROPOSED SEWER FACILITIES

AND PHASING

PROJECT NAME: **Heard's Estates**

TOTAL # OF PHASES: **One**

DEVELOPER: **Quality Built Homes, Inc.**

PHASE I: PLAT REF: MRB 539/537 # LOTS TO BE SERVED: **19**

PROJECTED CONSTRUCTION START DATE: October 15, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: November 30, 1994

FACILITIES TO BE CONSTRUCTED*: **Approximately 178 l.f. of 10" and 340 l.f. of 8" PVC sewer line along with two manholes and all other appropriate appurtenances. Facilities to be constructed as shown on plans approved by the Chief Engineer on June 18, 1990 and turned over to the Commission.**

COMMISSION PARTICIPATION: **None**

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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: *JPE*
(Initials)

Developer: *QBHI, ENG*
(Initials)

UTILITY EASEMENT

RECORDING FEE 0.00
TOTAL 0.00
RECEIVED RCT#999999
EWA LP BIK#775
MAR 17 1995 09:00 am

THIS DEED OF EASEMENT AND AGREEMENT, of October 18th day of 1994, by and between WARING ASSOCIATES, INC., Grantor, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee.

WHEREAS, the Grantor is seized in fee simple of a parcel of land described in a Deed to said Grantor, Waring Associates, Inc., and recorded in Liber MRB 196, Folio 275, one of the Land Records of St. Mary's County, Maryland, and RECORDING FEE 0.00

WHEREAS, the Grantee herein desires to construct and maintain a public watermain and appurtenances thereto in, over and across the land of the Grantor referred to above, and the said Grantor is willing to grant such right; TOTAL 0.00

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the said Grantor hereby grants and conveys unto Grantee, its successors and assigns, in perpetuity, a fifteen (15') wide permanent easement or right-of-way as shown on the plat affixed hereto, and identified as shown on the plat as "Bay Ridge Estates, Route 246, Water Main Extension."

RECEIVED RCT#999999
EWA LP BIK#775
MAR 17 1995 09:33 am

AND the Grantor herein does hereby agree that the Grantee, its successors and assigns, shall have the right to enter upon the aforesaid permanent easement whenever it may be necessary to lay, construct, operate, inspect, repair, replace and maintain said watermain and appurtenances thereto in, over and across said easement, and to clear and remove any obstructions now or hereafter located within said easement wherever and whenever necessary to its purposes; provided, however, that after each such entry the Grantee will restore the surface of the ground to the extent reasonably possible, to its condition prior to entry by the Grantee or its agents; and, in addition to the recited consideration, the Grantee agrees to pay to the grantor the actual damages to Grantor's real property, if any such damage be due to the initial construction, operation, or maintenance of said watermain, and appurtenances.

FURTHER, Grantor may use the above-described easement for purposes which will not interfere or be inconsistent with Grantee's full enjoyment of the rights therein

hereby granted; provided, that Grantor shall not plant any trees or erect or construct in said permanent easement any building or other structure or drill or operate any well, or construct any reservoir or other obstruction therein; and

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

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.

ATTEST:

[Handwritten signature]

WARING ASSOCIATES, INC..

BY: *[Handwritten signature]* (SEAL)
Henry T. Waring, President

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Handwritten signature: Li Bryan]

BY: *[Handwritten signature]* (SEAL)
Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry T. Waring, President, Waring Associates, and did acknowledge the foregoing Deed of Easement and Agreement to be his voluntary act.

WITNESS my hand and Notarial Seal.

[Handwritten signature: Lillian G. Bryan]
Notary Public



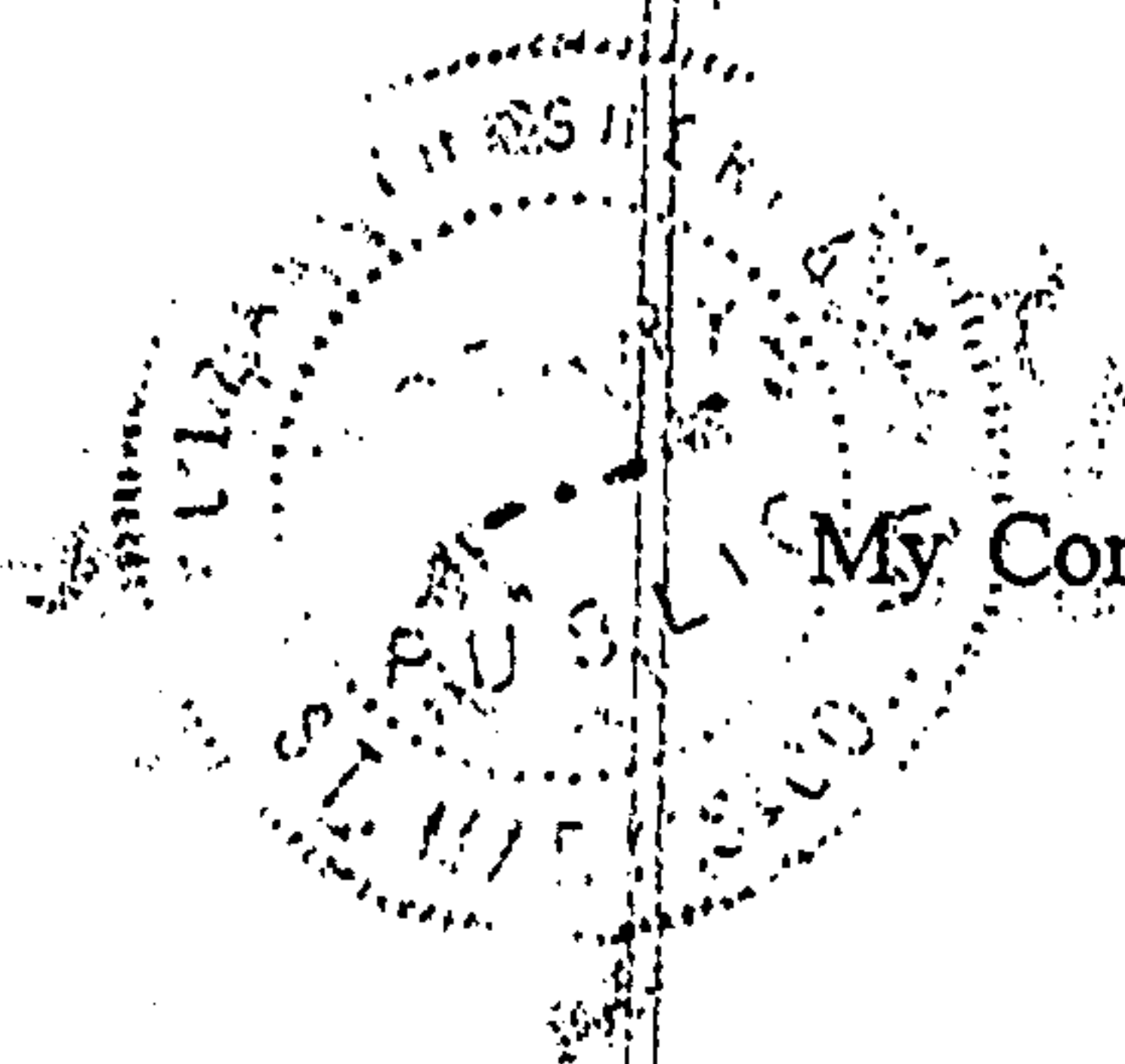
My Commission Expires: 2/1/96

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

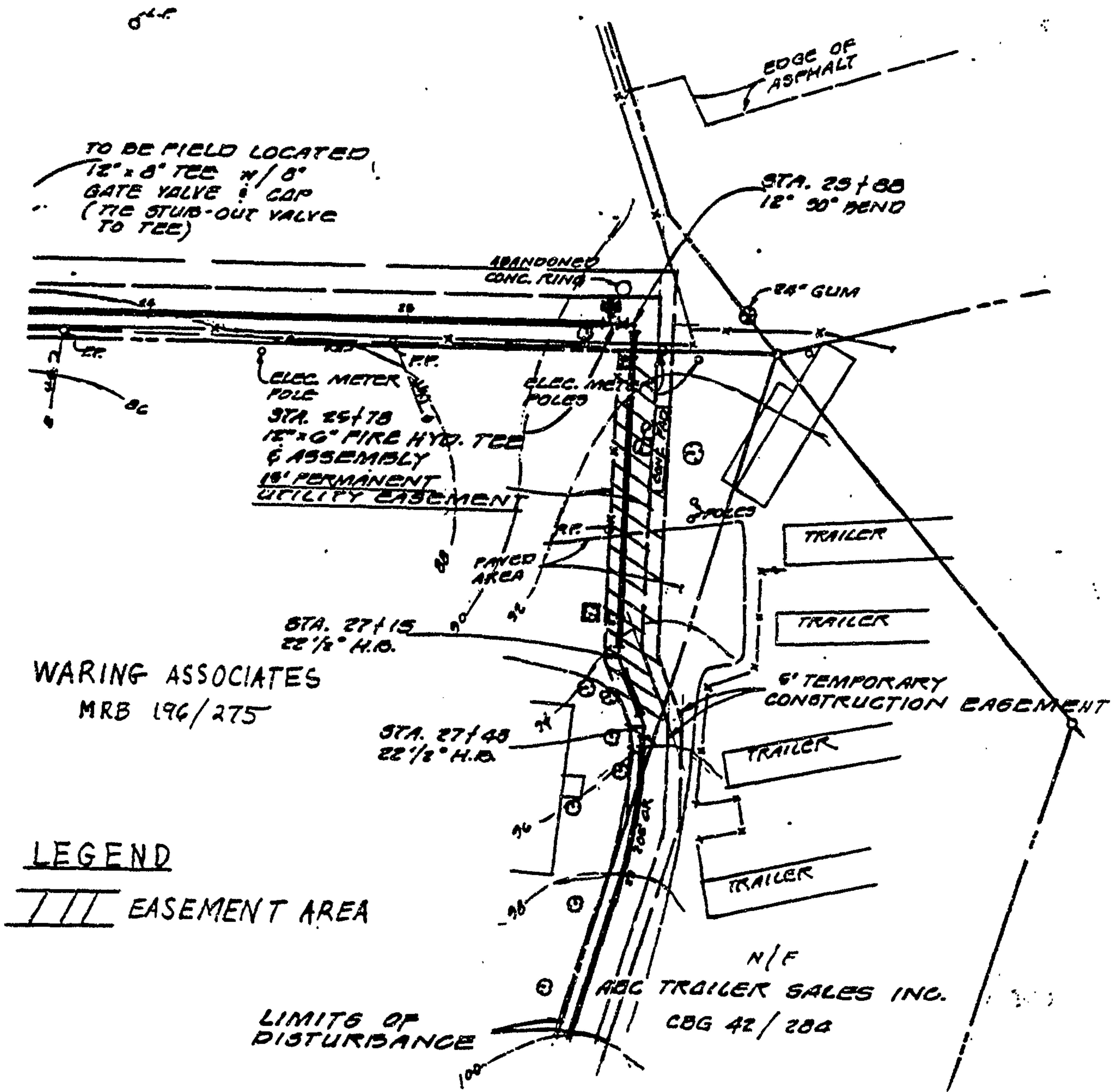
I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty, Director, and did acknowledge the foregoing Deed of Easement to be his/her voluntary act.

WITNESS my hand and Notarial Seal.

Elizabeth Sherman
Notary Public



My Commission Expires: 1/1/95



TEMPORARY EASEMENT AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
Res#5M02 Rcr#999999
EWA LP Blk#775
Mar 17 1995 09:10 AM

THIS DEED OF EASEMENT AND AGREEMENT, Made this 18th day of October, 1994, by and between WARING ASSOCIATES, INC., and ST. MARY'S COUNTY METROPOLITAN COMMISSION, GRANTEE.

RECORDING FEE 0.00
TOTAL 0.00

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar 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, the right and privilege to enter upon and to use temporarily the strip of land located upon the Grantor's property as described in a Deed and Record in Liber MRB 196, Folio 275, and hereinafter further described 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 five (5') foot wide strip of land running parallel to and ten (10') feet from the center line of the proposed water line as shown on the attached drawing.

Res#5M02 Rcr#999999
EWA LP Blk#775

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.

Mar 17 1995 09:35 AM

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.

ATTEST: [Signature]

WARING ASSOCIATES, INC.
BY: [Signature] (SEAL)
Henry T. Waring, President

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION.
BY: [Signature] (SEAL)
Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry T. Waring, the GRANTOR named in the foregoing instrument and acknowledged it to be his/her act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 2/1/96

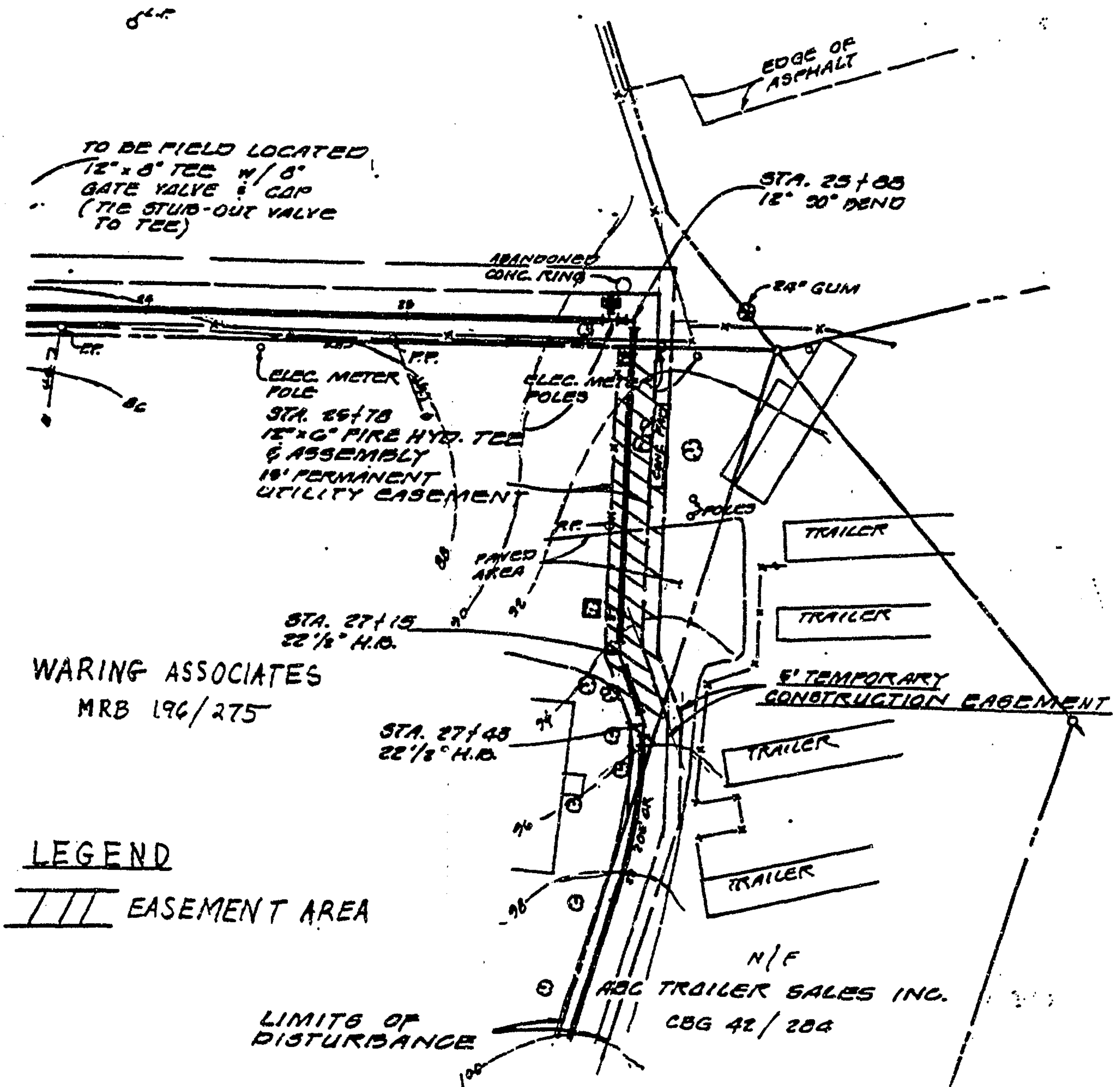
STATE OF MARYLAND, County of St. Mary's to-wit:

I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty, Director, the GRANTOR named in the foregoing instrument and acknowledged it to be his/her act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 1/1/95



LEGEND
 III EASEMENT AREA

LIMITS OF DISTURBANCE

N/F
 ABC TRAILER SALES INC.
 CBG 42/284

UTILITY EASEMENT

RECORDING FEE 0.00
Liber 0959 Page 94
RCF#1999999
EWA LP Blk#775
Mar 17, 1995 09:11 AM

THIS DEED OF EASEMENT AND AGREEMENT, ^{18TH} day of October, 1994 by and between INDIAN BRIDGE APARTMENTS LIMITED PARTNERSHIP, Grantor, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee.

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS, the Grantor is seized in fee simple of a parcel of land described in a Deed to said Grantor, INDIAN BRIDGE APARTMENTS LIMITED PARTNERSHIP and recorded in Liber MRB 206, Folio 269, one of the Land Records of St. Mary's County, Maryland, and

RCF#1999999
EWA LP Blk#775

WHEREAS, the Grantee herein desires to construct and maintain a public watermain and appurtenances thereto in, over and across the land of the Grantor referred to above, and the said Grantor is willing to grant such right; Mar 17, 1995 09:35 AM

NOW THEREFORE, in consideration of the premises and of the sum of one (\$1.00) Dollar, the receipt of which is hereby acknowledged, the said Grantor hereby grants and conveys unto Grantee, its successors and assigns, in perpetuity, a twenty (20') foot wide permanent easement or right-of-way as shown on the plat affixed hereto, and identified as shown on the plat as "Bay Ridge Estates, Route 246 Water Main Extension."

AND the Grantor herein does hereby agree that the Grantee, its successors and assigns, shall have the right to enter upon the aforesaid permanent easement whenever it may be necessary to lay, construct, operate, inspect, repair, replace and maintain said watermain and appurtenances thereto in, over and across said easement, and to clear and remove any obstructions now or hereafter located within said easement wherever and whenever necessary to its purposes; provided, however, that after each such entry the Grantee will restore the surface of the ground to the extent reasonably possible, to its condition prior to entry by the Grantee or its agents; and, in addition to the recited consideration, the Grantee agrees to pay to the Grantor the actual damages to Grantor's real property if any such damage be due to the initial construction, operation, or maintenance of said watermain, and appurtenances.

FURTHER, Grantor may use the above-described easement for purposes which will not interfere or be inconsistent with Grantee's full enjoyment of the rights therein hereby granted; provided, that Grantor shall not plant any trees or erect or construct in said permanent easement any building or other structure or drill or operate any well, or construct any reservoir or other obstruction therein; and

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

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.

ATTEST:

INDIAN BRIDGE APARTMENT, LIMITED
PARTNERSHIP

[Handwritten signature]

BY: *[Handwritten signature]* (Seal)
Henry T. Waring, General Partner

[Handwritten signature]

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

BY: *[Handwritten signature]* (Seal)
Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County

aforesaid, personally appeared Henry J. Waring and did acknowledge the foregoing Deed of Easement and Agreement to be his/her voluntary act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 18th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty, Director and did acknowledge the foregoing Deed of Easement and Agreement to be his/her voluntary act.

WITNESS my hand and Notarial Seal.

Elizabeth Surman
Notary Public



My Commission Expires: 1/1/95

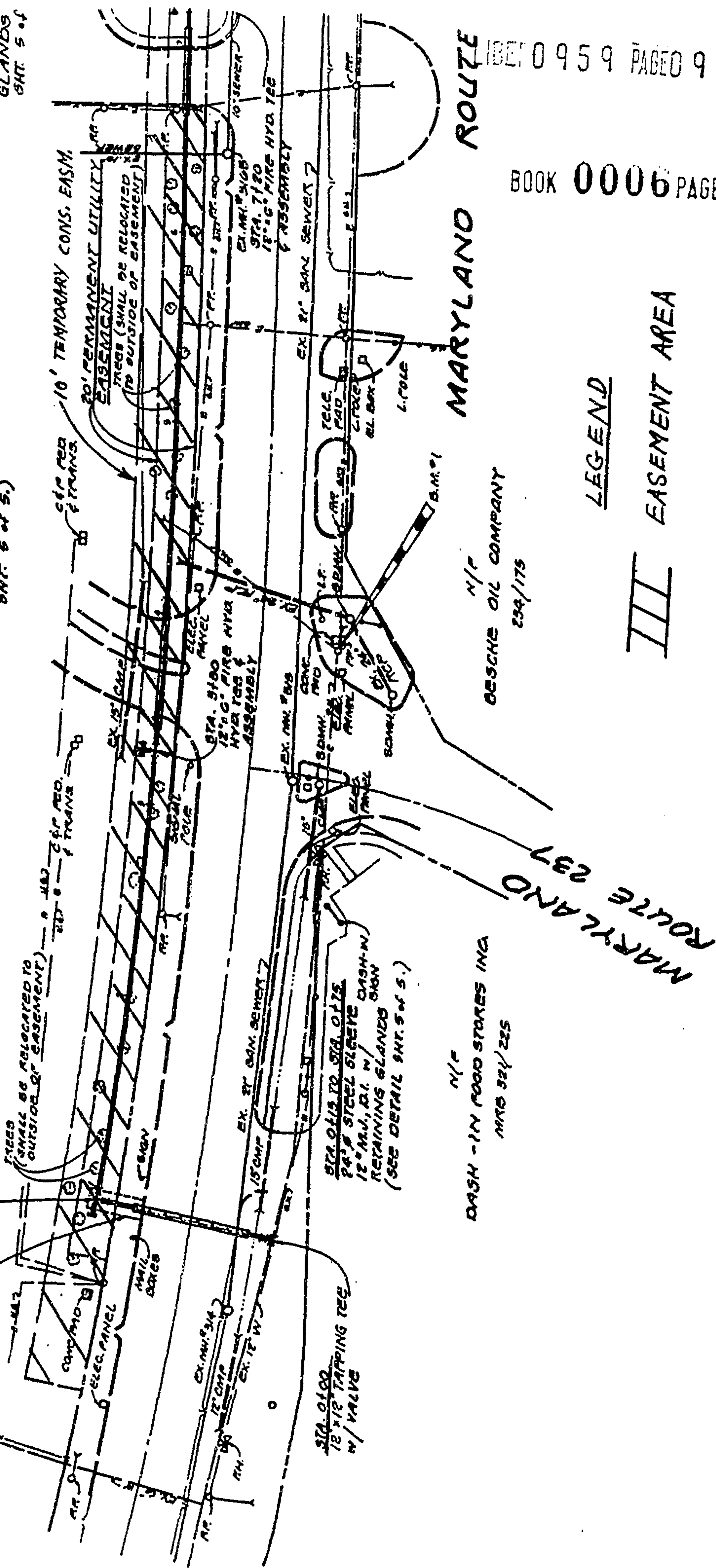
BENCHMARK No. 1
BOLT IN POWER POLE
ELEV. - 66.48

N/C
INDIAN BRIDGE APARTMENTS
LIMITED PARTNERSHIP
MRS 800/280

STA. 0125
18" 12" TEE W/
2 GATE VALVES (2)
& CAP (TIE STUP-OUT
VALVE TO TEE.)

STA. 3140 TO STA. 4108
24" 8" STEEL SLEEVE
12" M.U. DI. W/ RETAINING
GLANDS (SEE DETAIL
SHT. 5 of 5.)

STA. 0125
24" 8" STEEL
12" M.U. DI.
GLANDS
SHT. 5 of 5



N/C
DASH - IN ROAD STAKES INC.
MRS 221/225

N/C
BESCHE OIL COMPANY
234/175

MARYLAND ROUTE 237
MARYLAND ROUTE 237

BOOK 0006 PAGE 0358

IBEN 0959 PAGE 97

LEGEND
EASEMENT AREA

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
Res: 1502 Rct: 1999999
EMA LP Blk#775
Mar 17, 1995 09:12 AM

THIS DEED OF EASEMENT AND AGREEMENT, Made this 18th
day of October, 1994, by and between INDIAN BRIDGE
APARTMENTS LIMITED PARTNERSHIP, and ST. MARY'S COUNTY METRO-
POLITAN COMMISSION, GRANTEE.

RECORDING FEE 0.00
0.00

WITNESSETH, that for and in consideration of the sum of One (\$100) Dollar
and other good and valuable consideration, the receipt of which is hereby acknowl-
edged, the GRANTORS do hereby grant and convey to the GRANTEE, its successors
and assigns, the right and privilege to enter upon and to use temporarily the strip of
land located upon the Grantor's property as described in a Deed and recorded in Liber
MRB 206, Folio 269, and hereinafter further described 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:

Res: 1502 Rct: 1999999
EMA LP Blk#775

A 10 (10') foot wide strip of land running parallel to and
twenty (20') feet from the grantor's property line for the
entire width of the grantor's property as shown on the attached
drawing.

Mar 17, 1995 09:37 am

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.

ATTEST:

[Signature]

INDIAN BRIDGE APARTMENT, LIMITED PARTNERSHIP,

BY [Signature] (SEAL)
Henry T. Waring, General Partner

ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

BY [Signature] (SEAL)
Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 18th day of October 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry J. Waring, the GRANTOR named in the foregoing instrument and acknowledged it to be his/her act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 18th day of October 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty, Director, the GRANTOR named in the foregoing instrument and acknowledged it to be his/her act.

[Signature]
Notary Public

My Commission Expires: 1/1/95

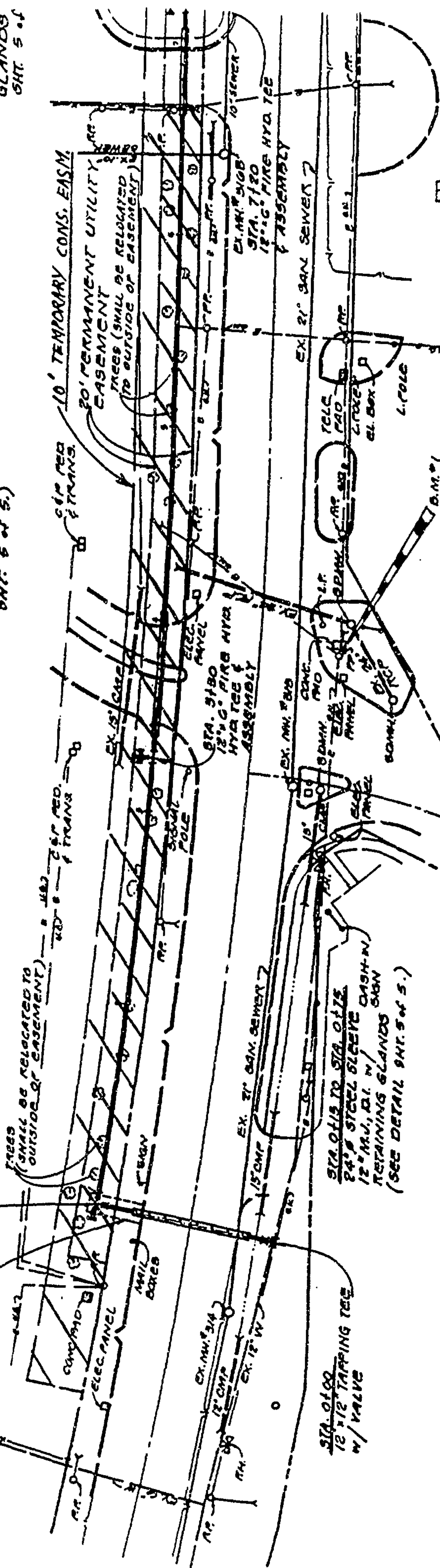
BENCHMARK No. 1
BOLT IN POWER POLE
ELEV. = 66.48

N/C
INDIAN BRIDGE APARTMENTS
LIMITED PARTNERSHIP
MRS 280/280

STA. 0125
12" 12" TEE W/
12" GATE VALVES (2)
& CAP (TIE STUP-OUT
VALVE TO TEE)

STA. 3140 TO STA. 4108
24" Ø STEEL SLEEVE
12" M.V. DI. W/ RETAINING
GLANDS (SEE DETAIL
SHT. 5 of 5.)

STA. 6165
24" Ø STEEL
12" M.V. DI.
GLANDS
SHT. 5 of 5



MARYLAND ROUTE

BOOK

0006 PAGE 0361

N/C
BESCHE OIL COMPANY
234/175

N/C
DASH - IN FOOD STORES INC.
MRS 282/225

MARYLAND
ROUTE 237

LEGEND

III EASEMENT AREA

0959 PAGE 100

LIB. 0959 PAGE 459

BOOK 0006 PAGE 0362

No consideration
No Title Search

Deed of Utility Parcels
2nd Election District

IMP FD SURE \$	0.00
RECORDING FEE	0.00
RECORDATION T	0.00
TR TAX COUNTY	0.00
TR TAX STATE	0.00
TOTAL	0.00

THIS DEED, Made this 20 day of March, 1995, by and between
POTOMAC LAND LTD., Grantor, and the ST. MARY'S COUNTY METROPOLITAN
COMMISSION, Grantee.

Rec#3403 Rpt#399999
EWA NB BIR#458
Mar 21, 1995 11:39 am

WITNESSETH

That in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does grant and convey unto the St. Mary's County Metropolitan Commission, Maryland, a body corporate and politic, its successors and assigns, forever, in fee simple, all that lot of ground situate, lying and being in the 2nd Election District of St. Mary's County, State of Maryland, and described as follows, that is to say:

RECORDING FEE	0.00
TOTAL	0.00

Rec#3403 Rpt#399999
EWA NB BIR#458
Mar 21, 1995 11:46 am

All those parcels of land situate in St. Mary's County of the Grantor designated as: Parcel E, Parcel G and Parcel I, as shown on a plat of the Grantor's property, titled The Landings at Piney Point, recorded in the land records office of St. Mary's County, Maryland, in plat book No. EWA 39, folio 101.

BEING a portion of the property granted and conveyed to The Piney Point Landing Partnership from KRK, a Maryland partnership by Deed dated December 24, 1986, recorded among the Land Records of St. Mary's County in Liber MRB No. 328, folio 100, and from Raymond V. McKay Investment Properties by Deed dated December 31, 1986, recorded among the Land Records of St. Mary's County in Liber MRB No. 329, folio 235, all of right title and interest of The

Piney Point Landing Partnership in and to the aforesaid property having been conveyed to the Grantor by Deed dated March 29, 1994 and recorded in Liber MRB No. 0880, folio 070.

TOGETHER with the right of ingress and egress over and through a gravel driveway running from Driftwood Drive to Parcel "G" aforesaid; along with all appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the St. Mary's County Metropolitan Commission, a body corporate and politic, its successors and assigns, forever, in fee simple, for public utility purposes.

AND the said Grantor hereby covenants that, subject to encumbrances of record, it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

AS WITNESS the due execution hereof by the aforesaid Grantor.

TEST:

POTOMAC LAND LTD.

Mac K. Cochran

BY: Charles S. Kimball
Charles S. Kimball, President

STATE OF MARYLAND)
COUNTY OF St. Mary's)

to wit:

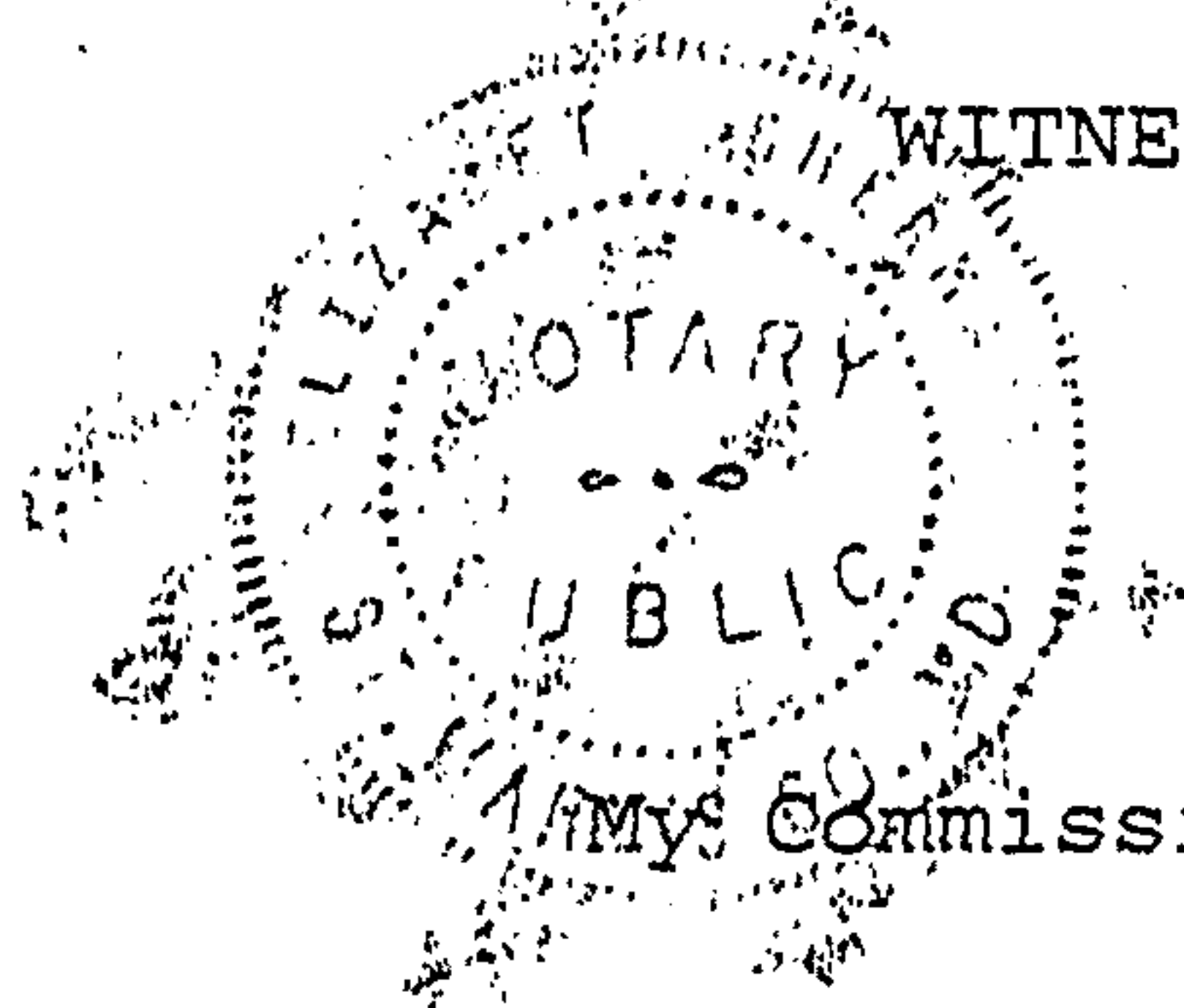
I HEREBY CERTIFY, that on this 20th day of March, 1995, before me, a Notary Public of the State of Maryland, personally appeared CHARLES S. KIMBALL, who acknowledged himself to be the President of Potomac Land Ltd., the within named Grantor, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing in my presence in the name of the corporation, and certified that

LIB: 0959 PAGE 61

BOOK 0006 PAGE 0364

this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor corporation.

WITNESS my hand and notarial seal.



Elizabeth Sherman
NOTARY PUBLIC

My Commission Expires: 1/1/99

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by an attorney duly admitted to practice before the Maryland Court of Appeals.

Marc K. Cohen

Marc K. Cohen, Esquire
Ober, Kaler, Grimes & Shriver
120 East Baltimore Street
Baltimore, Maryland 21202-1643

After recording please return to the undersigned.

Joseph F. Mitchell

Joseph F. Mitchell, Esquire
Counsel, St. Mary's County
Metropolitan Commission
191B Shangri La Drive
Lexington Park, MD 20653

THIS IS TO CERTIFY THAT ALL TAXES ON
THIS INSTRUMENT HAVE BEEN PAID TO AND
INCLUDING THE TAX FOR THE YEAR OF
1994, TAX ID # 107-100-0000000000
Jannette R. Harris, TREASURER
ST. MARY'S COUNTY, MD.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County

Edward Hayden
3-21-95

State of Maryland Land Instrument Intake Sheet

County: ST. MARY'S

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments

Multiple instruments of the same transaction should be numbered to correspond with Sections 2, 6, 7, and 8. Number documents in the order to be recorded.
 Check Box if Addendum Intake Form is Attached.

<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Lease	<input type="checkbox"/> Other
<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Contract	
<input type="checkbox"/> Mortgage	<input type="checkbox"/> Land Installment Cont.	

2 Consideration and Fees

Consideration Amount/Recordation Fees	Doc. 1	Doc. 2
Consideration, Including Assumed Indebtedness	\$ 5.00	\$
Recording Charge	\$ 0	\$
Surcharge	\$ 0	\$
State Recordation Tax	\$ 0	\$
State Transfer Tax	\$ 0	\$
County Transfer Tax (if Applicable)	\$ 0	\$
Other	\$ 0	\$
Total Fees	\$ 0	\$

3 Exemptions (if Applicable)
Cite or Explain Authority

Recordation Tax Exemption: Govt Entity Exempt

State Transfer Tax Exemption:

County Transfer Tax Exemption:

4 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Joseph F. Mitchell

Firm:

Address: P.O. Box 347
LEONARDTOWN, MD 20650

Phone: 301-475-3544

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)

Return to Contact Person as Provided Above Hold for Pick Up Address Provided on Instrument

Name:

Address:

5 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
<u>2</u>	<u>02-029065</u>	<u>328/100</u>			<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
<u>Re Landings At Piney Point</u>					<u>39/101</u>
Location/Address of Property Being Conveyed (2)					

Partial Conveyance? Yes No Description/Amt. of Sq.Ft./Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

6 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
<u>POTOMAC LAND LTD.</u>	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

7 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
<u>ST. MARY'S METROPOLITAN COMMISSION</u>	

8 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
--	--

9 Special Instructions

Special Recording Instructions (if any)

10 Conveyance Type

Check Bx Private Sale with Improvements [1] Private Sale Unimproved [2] Multiple Accounts/Property [3] All Other [9]

11 Assessment Information

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Yes No Will the property being conveyed be the grantee's principal residence?

Yes No Does transfer include personal property? If yes, identify:

Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

New Owner's (Grantee) Mailing Address: 191B SHANGRI-LA DRIVE, LEXINGTON PARK, MD 20650

Assessment Use Only - Do Not Write Below This Line

Terminal Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:
Year	19	19	
Land		Geo.	Map
Buildings		Zoning	Grid
Total		Use	Parcel
REMARKS:		Town Cd.	Ex. St.
			Ex. Cd.

Space Reserved for Circuit Court Clerk Recording Validation

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 23 day of March 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Liberty Homes Inc., (hereinafter, the "Developer"), Liberty Homes Inc., (hereinafter, the "Owner") and First National Bank of St. Mary's, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

IMP FD SURE \$ 0.00
 RECORDING FEE 0.00
 TOTAL 0.00
 Rec#13402 Rec#1599999

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

EWA HAB RIK#1182
 Apr 18, 1995 11:11 am

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

RECORDING FEE 0.00
 TOTAL 0.00

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, and further described as Hickory Hills, Parcel B, Phase IIIA & Meath Road, hereinafter referred to as the "Project"; and,

Rec#13402 Rec#1599999

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

EWA HAB RIK#1184
 Apr 18, 1995 11:57 am

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment Bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$289,373.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit C, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$8,681.00 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and

indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$4,860.00 based upon \$90.00 per connection based upon \$60.00 for the cost of the meter and \$30.00 for the Certificate of Occupancy Permit Inspection, payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$461.41 per month based upon 3,257 front feet at \$1.70 per front foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$669.06 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$544.32 per month based upon \$10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: \$250.00 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all

earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare

subsequent default.

BOOK 0006 PAGE 0371

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 23rd day of MARCH 19 95.

ATTEST:

Stevan A. King

Secretary

ATTEST:

[Signature]

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Joseph I. Russell*

Joseph I. Russell, Chairman DEVELOPER, Liberty Homes, Inc.

By: *[Signature]*

Liberty Homes, Inc.

Edward R. Curley, III, President PROPERTY OWNER, Majack, Inc.

By: *George T. Daughtery*

Mayjack, Inc.

~~John~~ ^{George} T. Daughtery, ^{vice} President

LENDER #1, First National Bank of St. Mary's

By: *L. F. Gray*

First National Bank of St. Mary's L. F. Gray, Jr., Ass't. Vice Pres.

LENDER #2, First National Bank of St. Mary's

By: *L. F. Gray*

First National Bank of St. Mary's L. F. Gray, Jr., Ass't. Vice Pres.

EXHIBITS: A B C D

(COMMISSION)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 23rd day of March, 19 95.

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan
Notary Public

My Commission expires 2/1/96.

(DEVELOPER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 2nd day of March, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Edward R. Curley, III, President of Liberty Homes Inc., and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.
WITNESS my hand and Notarial Seal.

Edward Woodard
Notary Public

My Commission Expires: 7-1-95

(OWNER)

STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 3rd day of March, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared ^{GEORGE} ~~JOHN~~ T. Daugherty, ^{VICE-} President of Mayjack, Inc. and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Theresa L. Weiland

Notary Public

My Commission Expires:

7-1-95

(LENDER #1)

STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 3rd day of March, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L.F. Gray, Jr., Agent for First National Bank of St. Mary's and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Theresa L. Weiland

Notary Public

My Commission Expires:

7-1-95

(LENDER #2)

STATE OF

Maryland

COUNTY OF

St Mary's

to wit:

I HEREBY CERTIFY that on this 3rd day of March, 19 96 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L.F. Gray, Jr., Agent for First National Bank of St. Mary's and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas J. Weiland

Notary Public

My Commission Expires: 7-1-95

STATEMENT OF

PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Hickory Hills, Parcel B

TOTAL # OF PHASES: 2

DEVELOPER: Hickory Hills Land Company

PHASE I:

PLAT REF: MRB 75/336 # LOTS TO BE SERVED: 0

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all the appropriate appurtenances in accordance with the definition below and the approved plans dated December 9, 1994, by the Metropolitan Commission's Chief Engineer. This is to be the distribution system as shown on the plans called Meath Road.

COMMISSION PARTICIPATION: None

PHASE II:

PLAT REF: MRB 75/336 # LOTS TO BE SERVED: 54

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all the appropriate appurtenances in accordance with the definition below and the approved plans dated December 9, 1994, by the Metropolitan Commission's Chief Engineer. This is to be the distribution system as shown on the plans called Phase IIIA.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated and 20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes,

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 modifications 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:

JH
(Initials)

Developer:

[Signature]
(Initials)

EXHIBIT B

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASINGPROJECT NAME: Hickory Hills, Parcel BTOTAL # OF PHASES: 2DEVELOPER: Hickory Hills Land Company

PHASE I:

PLAT REF: MRB 75/336 # LOTS TO BE SERVED: 0

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Wastewater collection system and pumping station with all the appropriate appurtenances in accordance with the definitions below and the approved plans dated December 9, 1994, by the Metropolitan Commission's Chief Engineer. This is to be the collection system as shown on the plans called Meath Road.

COMMISSION PARTICIPATION: None

PHASE II:

PLAT REF: MRB 75/336 # LOTS TO BE SERVED: 54

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Wastewater collection system and pumping station with all the appropriate appurtenances in accordance with the definitions below and the approved plans dated December 9, 1994, by the Metropolitan Commission's Chief Engineer. This is to be the collection system as shown on the plans called Phase IIIA.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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:

GR
(Initials)

Developer:

[Signature]
(Initials)



THE FIRST NATIONAL BANK OF ST. MARY'S

BOOK 0006 PAGE 0379

March 3, 1995

RECEIVED

MAR 3 1995

METCOM

IRREVOCABLE LETTER OF CREDIT

St. Mary's County Metropolitan Commission
191-B Shangri-La Drive
Lexington Park, MD 20653

Letter of Credit Number: A3-03-03-95
Expiration Date: 1/1/96

Gentlemen

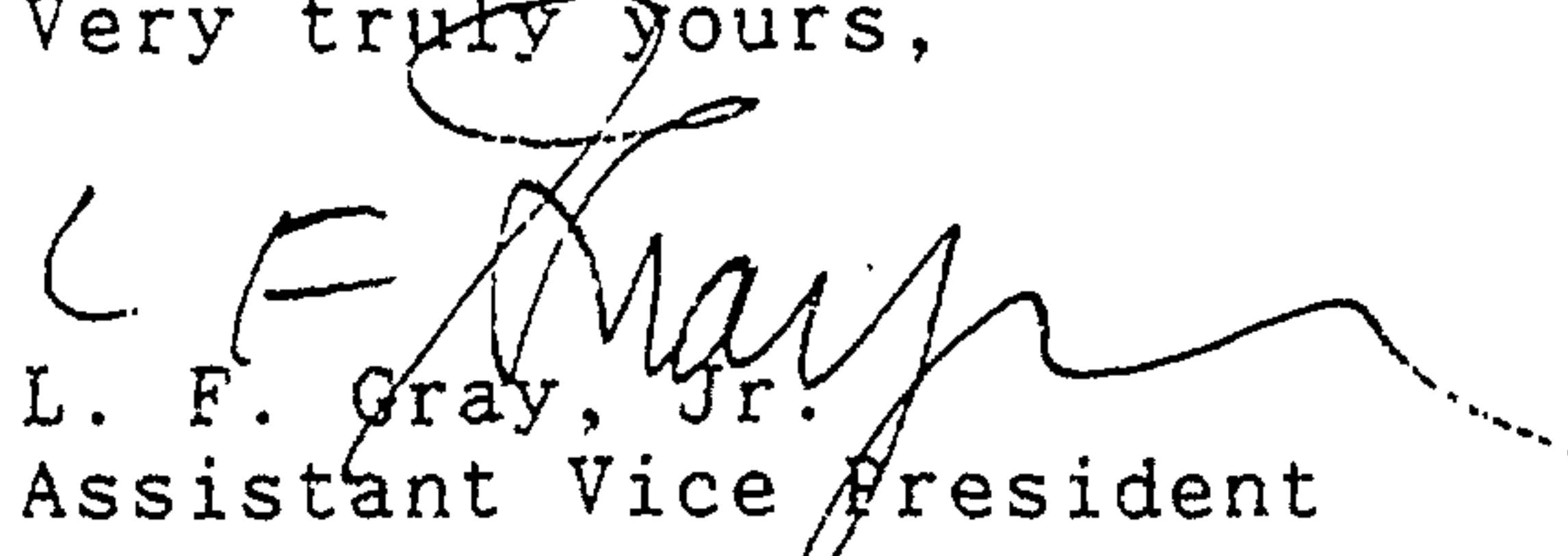
We hereby authorize you to draw on The First National Bank of St. Mary's, P. O. Box 655, Leonardtown, MD 20650 for the account of Liberty Homes Development, Inc. (the "Developer"), up to an aggregate amount, not in excess of Two Hundred Eighty Nine Thousand Three Hundred Seventy Three Dollars and 00/100 (\$289,373.00) available by your drafts at sight.

Each draft must state that it is drawn under The First National Bank of St. Mary's Letter of Credit #A3-03-03-95. The amount thereof must be endorsed by us on this Letter of Credit. This Letter of Credit is irrevocable.

Each draft must be accompanied by a written statement signed by an official of St. Mary's County Metropolitan Commission (METCOMM) specifying that: The Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement dated March 3, 1995, between the Developer and METCOMM.

We hereby agree with the drawer, endorsers, and bonafide holders of all such drafts under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored, upon presentation to the drawee.

Very truly yours,


L. F. Gray, Jr.
Assistant Vice President

LETTER 0965 PAGE 192

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 18th day of January, 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Cherry Cove Land Development Co., (hereinafter, the "Developer"), Cherry Cove Land Development Co., (hereinafter, the "Owner") and Maryland Bank and Trust, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

IMP FD SURE \$ 0.00
 RECORDING FEE 0.00
 TOTAL 0.00
 Res#3402 Rct#999999

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the Second (2nd) Sanitary District of St. Mary's County, Maryland (the "County"); and,

EMA MAP B14#1182
 Apr 18, 1995 11:12 am

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

RECORDING FEE 0.00
 TOTAL 0.00

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Breton Bay Landings - Cove End Court, hereinafter referred to as the "Project"; and,

Res#3402 Rct#999999

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

EMA MAP B14#1184
 Apr 18, 1995 11:58 am

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment Bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$ 49,500.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 1,485.00 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and

indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 810.00 based upon \$ 90.00 per connection based upon \$60.00 for the cost of the meter and \$30.00 for the Certificate of Occupancy Permit Inspection, payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$ 85.48 per month based upon 1,531 front feet at \$0.67 per front foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$ 111.51 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 90.72 per month based upon \$10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 18th day of January 1995.

ATTEST:

Steven J. King

Secretary

ATTEST:

Lucy Blawie

Brenda L. Hammett

Margie [Signature]

EXHIBITS: A
 B
 C
 D
 E

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Joseph I. Russell

Joseph I. Russell, Chairman

DEVELOPER, Cherry Cove Land Development, Co.

By: Henry T. Waring

Cherry Cove Land Development Co.

Henry T. Waring, President

PROPERTY OWNER, Cherry Cove Land Development Co.

By: Henry T. Waring

Cherry Cove Land Development Co.

Henry T. Waring, President

LENDER #1, Maryland Bank & Trust Co.

By: Michael Gibson

Maryland Bank and Trust

LENDER #2, First National Bank of St. Mary's

By: Dan Kubican

First National Bank of St. Mary's
Dan Kubican, Vice President

(COMMISSION)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 23rd day of March, 19 95.

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan
Notary Public

My Commission expires 2/1/96.

(DEVELOPER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 19 day of January, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Henry T. Waring, President of Cherry Cove Land Development Co., and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission Expires: 7-15-98

(OWNER)

STATE OF Maryland

COUNTY OF St Mary's to wit:

I HEREBY CERTIFY that on this 19 day of January, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Henry T. Waring, President of Cherry Cove Land Development Co. and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 8-15-98

(LENDER #1)

STATE OF Maryland

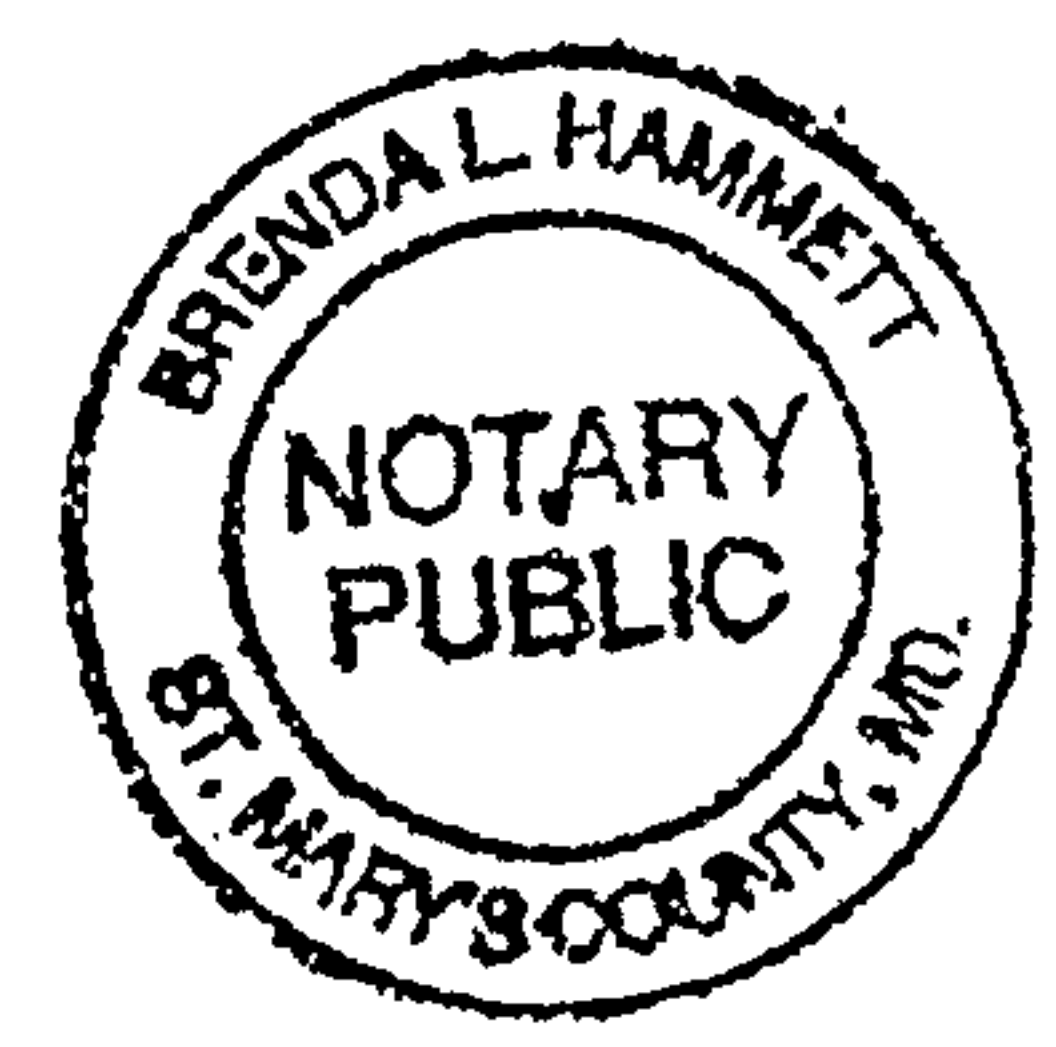
COUNTY OF St Mary's to wit:

I HEREBY CERTIFY that on this 19 day of January, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Marshall Gibson, Agent for Maryland Bank and Trust, and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Brenda L Hammett

Notary Public



My Commission Expires: 4-1-97

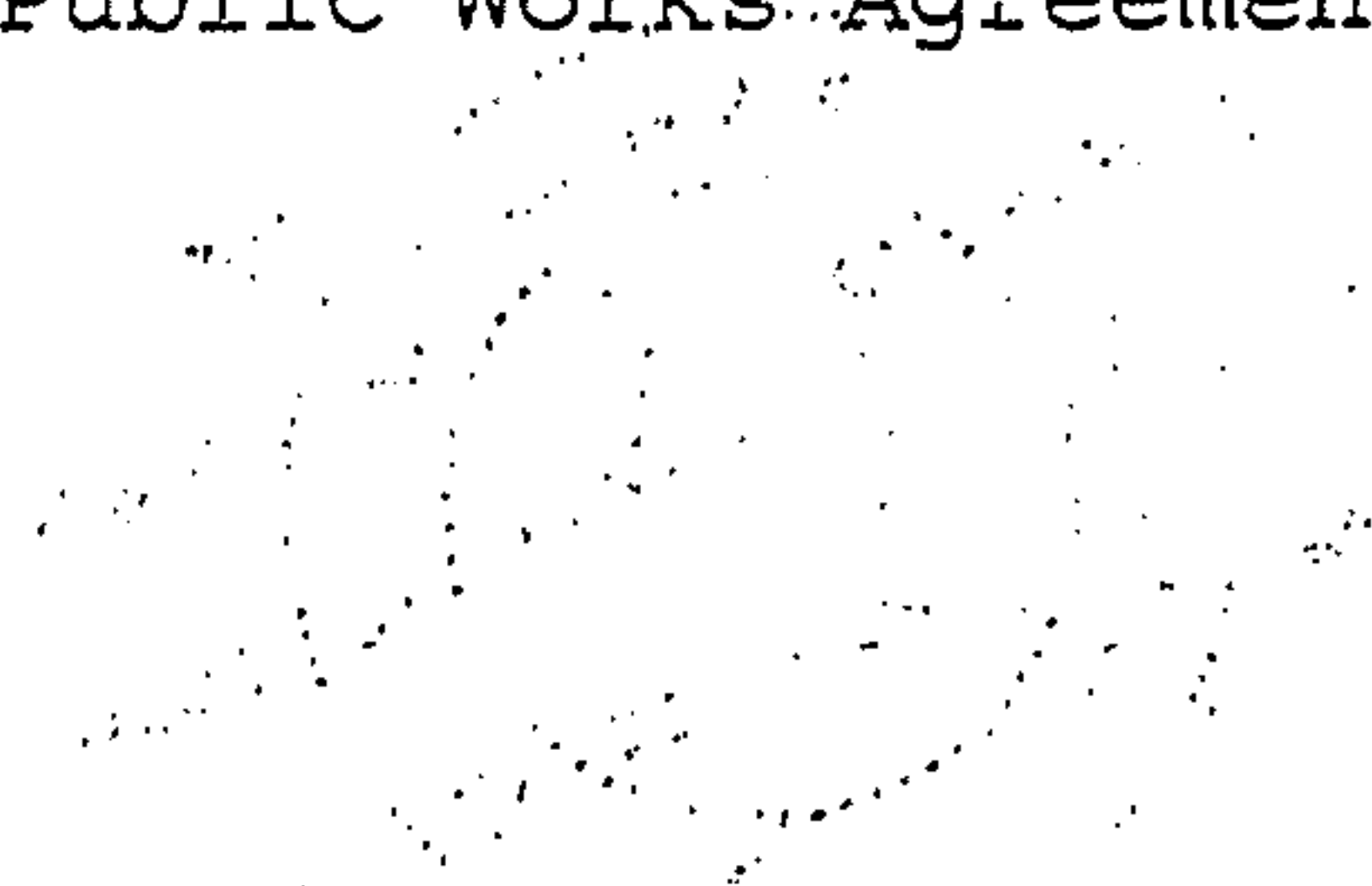
(LENDER #2)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 18th day of January,
19 95 before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared Dan Kubican,
Agent for First National Bank of St. Mary's, and that he/she/they
acknowledged the execution of the foregoing Public Works Agreement
to be his/her/their act.

WITNESS my hand and Notarial Seal.



Therese J. Weiland

Notary Public

My Commission Expires: 7-1-95

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Breton Bay Landings - Cove End Court

TOTAL # OF PHASES: 1

DEVELOPER: Cherry Cove Land Development Company

PHASE I:

PLAT REF: MRB 023/78 # LOTS TO BE SERVED: 9

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all the appropriate appurtenances in accordance with the definition below and the approved plans dated November 29, 1994, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: Joseph Russell
(Initials)

Developer: A D
(Initials)

EXHIBIT B

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Breton Bay Landings - Cove End Court

TOTAL # OF PHASES: 1

DEVELOPER: Cherry Cove Land Development Company

PHASE I:

PLAT REF: MRB 023/78

LOTS TO BE SERVED: 9

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Gravity wastewater collection system with all the appropriate appurtenances in accordance with the definitions below and the approved plans dated November 29, 1994, by the Metropolitan Commission's Chief Engineer. Any sewage pumps needed to serve these lots shall be owned and maintained by the individual property owners.

COMMISSION PARTICIPATION: None

*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, sewer house service lines, together with 20' permanent easements over the same for maintenance and modifications of 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, not to include individual sewage pumps.

Commission: JR
(Initials)

Developer: HCW
(Initials)

January 18, 1995

IRREVOCABLE LETTER OF CREDIT

St. Mary's County Metropolitan Commission
191-B Shangri-La Drive
Lexington Park, MD 20653

Letter of Credit Number: A1-01-18-95
Expiration Date: 1/18/96

Gentlemen


We hereby authorize you to draw on The First National Bank of St. Mary's, P. O. Box 655, Leonardtown, MD 20650 for the account of Cherry Cove Land Development Co., Inc. (the "Developer"), up to an aggregate amount, not in excess of Forty Nine Thousand Five Hundred Dollars and 00/100 (\$49,500.00) available by your drafts at sight.

Each draft must state that it is drawn under The First National Bank of St. Mary's Letter of Credit #A1-01-18-95. The amount thereof must be endorsed by us on this Letter of Credit. This Letter of Credit is irrevocable.

Each draft must be accompanied by a written statement signed by an official of St. Mary's County Metropolitan Commission (METCOMM) specifying that: The Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement, dated January 18, 1995, between the Developer and METCOMM.

We hereby agree with the drawer, endorsers, and bonafide holders of all such drafts under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored, upon presentation to the drawee.

Very truly yours,


Dan Kubican
Vice President

Return to: Joseph H. Mitchell

LIB 0955 PAGE 204

BOOK 0006 PAGE 0391

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 23 day of March 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

St. Mary's County Housing Authority,
(hereinafter, the "Developer"), and
St. Mary's County Housing Authority,
(hereinafter, the "Owner"),

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res#3082 Acct#999999
EMA HAB BIK#1182
Apr 18, 1995 11:16 am

W I T N E S S E T H

WHEREAS, The Commission is responsible for all water and sewerage projects in the Third (3rd) Sanitary District of St. Mary's County, Maryland (the "County"); and,

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

Res#3082 Acct#999999
EMA HAB BIK#1184

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Holland Forrest Landing, hereinafter referred to as the "Project"; and,

Apr 18, 1995 11:59 am

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central water and sewage facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Site Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within Phase One of the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit D, hereinafter referred to as "Commission Property"; and,

WHEREAS, Developer, has joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

FIFTH: Developer shall pay the following fees and charges:

Sewer Connection Charges: \$ 9,779.22 based upon \$ 296.34 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Water Connection Charges: \$ 2,970.00 based upon \$ 90.00 per water meter connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$ 662.40 per month based upon \$ 10.35 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$ 408.87 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 332.64 per month based upon \$ 10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

SIXTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without

the express written prior approval of the Commission.

SEVENTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

EIGHTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to prosecute work according to standard specifications.

5. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

6. Failure of Developer to perform any of the terms and conditions of this Agreement.

NINTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission

shall not constitute a waiver of its rights to declare subsequent default.

TENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 23rd day of MARCH 19 95 .

ATTEST:

Steven J. King

Secretary

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Joseph I. Russell*

Joseph I. Russell, Chairman

DEVELOPER & OWNER

By: *Aleck Loker*

St. Mary's County Housing Authority

Aleck Loker, Executive Director

EXHIBITS:

- A
- B
- C
- D

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 23rd day of _____

March, 1995

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lorian G. Byan
Notary Public

My Commission Expires: 2/1/96

(DEVELOPER & OWNER)

STATE OF Maryland

COUNTY OF St. Marys to wit:

I HEREBY CERTIFY that on this 23rd day of March, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Aleck Loker, Executive Director of the St. Mary's County Housing Authority and that he acknowledged the foregoing Public Works Agreement to be his/their act.

WITNESS my hand and Notarial Seal.

Elizabeth Sherman
Notary Public

My Commission Expires: 11/1/99

EXHIBIT A

STATEMENT OF

PROPOSED WATER FACILITIES AND PHASING

PROJECT NAME: Holland Forest Landings

TOTAL # OF PHASES: 2

DEVELOPER: St. Mary's County Housing Authority

PHASE I:

PLAT REF: EWA 677/459 # LOTS TO BE SERVED: 33

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water distribution system in accordance with the definition below and the approved construction plans signed and dated August 9, 1994, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: The Commission may, if mutually agreed upon, construct the water pumping station/wellhouse for the St. Mary's Community Development Corporation for a sum of money to be determined and agreed upon at a later date. This wellhouse is to be built in accordance with all standards, specifications, and regulations.

*The facilities listed also include: FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: JK

(Initials)

Developer: W

(Initials)

EXHIBIT B

STATEMENT OF

PROPOSED SEWER FACILITIES AND PHASING

PROJECT NAME: Holland Forest Landings

TOTAL # OF PHASES: 2

DEVELOPER: St. Mary's County Housing Authority

PHASE I:

PLAT REF: EWA 677/459 # LOTS TO BE SERVED: 33

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Low pressure waste water collection system in accordance with the definition below and the approved plans signed and dated August 7, 1994, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: None

*The facilities also include for WASTE WATER 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 WASTE WATER 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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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: JR
(Initials)

Developer: W
(Initials)

CHAPTICO WATER AND SEWER COMPANY

ARTICLES OF SALE AND TRANSFER

STATE DEPARTMENT OF TAXES

APR 17 1993 at 231

ARTICLES OF SALE AND TRANSFER entered into this 30th day of April, 1993, by and between CHAPTICO WATER AND SEWER COMPANY, a Maryland corporation (hereinafter sometimes referred to as the "TRANSFEROR"), and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland (hereinafter sometimes referred to as the "TRANSFeree").

RECORDING FEE 0.00
TOTAL 0.00
Res#5483 Rct#999999
EMA NB BIK#1014
May 16, 1995 03:14 PM

THIS IS TO CERTIFY:

FIRST: TRANSFEROR does hereby agree to sell, assign and transfer substantially all of its property and assets to TRANSFeree, its successors and assigns, as hereinafter set forth.

SECOND: The name, post office address and principal place of business of TRANSFeree are:

St. Mary's County Metropolitan Commission
191 B Shangri-la Drive, North
Lexington Park, 20653

RECORDING FEE 0.00
TOTAL 0.00
Res#5483 Rct#999999
EMA NB BIK#1017
May 16, 1995 03:20 PM

THIRD: The name and state of incorporation of each corporation party to these Articles of Sale and Transfer are as follows:

TRANSFEROR is Chaptico Water and Sewer Company, a corporation organized under the laws of the State of Maryland.

TRANSFeree is the St. Mary's County Metropolitan Commission, a body politic and corporate of the State of Maryland.

31598156

[Redacted]

31598155

3519 0221

FOURTH: The nature and amount of the consideration to be paid by TRANSFEREE for the property and assets hereby transferred to it as set forth in Article NINTH herein is NO Dollars (\$0.00) to be paid to TRANSFEROR in accordance with the terms and conditions set forth in the Agreement (hereinafter referred to as the "AGREEMENT") between TRANSFEREE and TRANSFEROR dated April 1993, which said AGREEMENT is incorporated by reference herein. ✓

FIFTH: The principal office of TRANSFEROR is in the Town of Chaptico, State of Maryland. The only county in which Transferor owns property, the title to which could be affected by the recording of an instrument among the land records, is St. Mary's. ?

SIXTH: The principal office of TRANSFEREE is at 191 B Shangri-la Drive, Lexington Park, Maryland 20653.

SEVENTH: The Board of Directors of TRANSFEROR, by unanimous written informal action signed by all members thereof filed with the minutes of the proceedings of the Board, duly adopted a resolution declaring that the sale, assignment and transfer of substantially all the assets of TRANSFEROR as herein set forth is advisable and directing that these Articles of Sale and Transfer be submitted for action thereon by the stockholders of TRANSFEROR by unanimous written informal action, all in the manner and by the vote required by the Corporations and Associations Article of the Annotated Code of Maryland and the Charter of TRANSFEROR.

A unanimous written informal action setting forth

approval of these Articles of Sale and Transfer was signed by all of the stockholders of TRANSFEROR entitled to vote thereon, and such unanimous written informal action if filed with the minutes of the proceedings of the stockholders of TRANSFEROR, all in the manner and by vote required by the Corporations and Associations Article of the Annotated Code of Maryland and the Charter of the TRANSFEROR.

NINTH: In consideration of the payment to TRANSFEROR of NO Dollars (\$0.00) in accordance with the terms and conditions of the AGREEMENT, TRANSFEROR does hereby bargain, sell, deed, grant, convey, transfer, set over and assign to TRANSFEREE, its successors and assigns:

[see Exhibit A. attached hereto and incorporated herein]

TENTH: These Articles of Sale and Transfer are executed, acknowledged, sealed and delivered in the State of Maryland by TRANSFEROR, a Maryland corporation, and TRANSFEREE, a body politic and corporate of the State of Maryland, and it is accordingly understood and agreed that these Articles of Sale and Transfer shall be construed in accordance with the law applicable to contracts made and entirely to be performed with the State of Maryland.

IN WITNESS WHEREOF, Chaptico Water and Sewer Company and the St. Mary's County Metropolitan Commission, parties to these Articles of Sale and Transfer, have caused these Articles of Sale and Transfer to be signed and acknowledged in the name and on behalf of each party to these Articles of Sale and Trans-

fer, by its president or director and attested by the secretary or assistant secretary, as of this 30th day of April, 1993.

ATTEST:

Doyle Farrell
Secretary

CHAPTICO WATER AND SEWER COMPANY

By: J. F. Woods

President

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature]

Director

THE UNDERSIGNED, President of Chaptico Water and Sewer Company, who executed on behalf of said corporation the foregoing Articles of Sale and Transfer, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Sale and Transfer to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

J. F. Woods
President
Chaptico Water and Sewer Company

THE UNDERSIGNED, Director of the St. Mary's County Metropolitan Commission, who executed on behalf of said Commission the foregoing Articles of Sale and Transfer, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said Commission, the foregoing Articles of Sale and Transfer to be the act of said Commission and further certifies that, to the best of his knowledge, information and belief, the matters set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

[Signature]
Director

PARCEL 1

Beginning for the same at a point and said point being described and referenced as being S 63° 14' 55" W - 159.51 feet from the common rear corners of Lots 174 and 175 as recorded on "Plat 4 - Section 1 - Aviation, Yacht and Country Club" as recorded in Plat File Liber C.B.G. 006 at Folio 67 and further more, the referenced bearing and the following description have been rotated left or west of the North Azimuth from the aforementioned plat to conform with the computer worksheet on the Wicomico Shores project and with the plat titled "Plat 1 - Section 3 - Wicomico Shores Yacht & Country Club" which is recorded in Liber D.B.K. 7 at Folio 90; thence running

S 24° 11' 37" W - 35.14 feet to a point, said point being the most northerly point of Lot 29, Section 6 Plat 2 as shown on the Master Plan of Wicomico Shores as recorded in Liber M.R.B. 126 at Folio 439 and following the outline of Parcel "A" of the Golf Course as mentioned in Liber M.R.B. 141 at Folio 469, now owned by Chaptico Recreation Corporation; thence running with the outline of Section 6 - Plat 2 on the master plan with a slight variation to ensure correctness.

S 24° 11' 37" W - 67.54 feet to a point; thence running
 S 33° 18' 01" W - 45.02 feet to a point; thence running
 S 37° 02' 40" W - 60.30 feet to a point; thence running
 S 51° 12' 50" W - 68.83 feet to a point; thence running
 S 64° 56' 33" W - 58.05 feet to a point; thence running
 S 17° 01' 05" E - 91.89 feet to a point; thence running
 S 01° 50' 34" E - 54.01 feet to a point; thence running
 S 81° 16' 05" E - 46.36 feet to a point; thence running
 S 63° 00' 41" E - 47.78 feet to a point; thence running
 S 00° 00' 49" E - 73.02 feet to a point; thence running
 S 74° 20' 06" E - 40.43 feet to a point; thence running
 S 27° 14' 02" E - 48.62 feet to a point; thence running
 S 35° 17' 35" E - 59.92 feet to a point; thence running
 S 10° 02' 32" E - 47.42 feet to a point; thence running
 S 26° 54' 30" E - 43.77 feet to a point; thence running
 S 68° 09' 32" W - 18.89 feet to a point on the outline of
 of Lot 40 - Section 6 - Plat 1 as shown on the aforementioned Master
 Plan of Wicomico Shores; thence running with the outline of said plat
 N 49° 30' 30" W - 228.38 feet to a point; thence running
 N 80° 46' 36" W - 94.35 feet to a point; thence running
 S 59° 06' 12" W - 247.62 feet to a point; thence running
 S 20° 43' 59" W - 339.52 feet to a point; thence running
 S 10° 25' 05" E - 103.77 feet to a point; thence running
 S 28° 50' 01" W - 63.55 feet to a point; thence running
 N 67° 58' 19" W - 150.78 feet to a point; thence running
 N 40° 06' 24" W - 69.53 feet to a point; thence running
 N 13° 15' 25" E - 156.66 feet to a point; thence running
 N 23° 57' 23" E - 177.48 feet to a point; thence running
 N 07° 34' 39" E - 62.57 feet to a point; thence running
 N 12° 13' 22" E - 220.89 feet to point; thence running
 N 58° 35' 22" W - 81.60 feet to a point in the east or
 S 31° 24' 50" W line of the "Environment Wastes Treatment Plant"
 parcel as shown on said Master Plan of Wicomico Shores; thence running
 reversely with said line

N 31° 24' 50" E - 318.63 feet to a point; thence leaving said
 outline and running through parcel "A" of Golf Course; the land of
 Chaptico Recreation Corporation as mentioned in Liber M.R.B. 141 at
 folio 469.

N 40° 33' 50" E - 402.42 feet to a point; thence running
 S 52° 57' 28" E - 326.78 feet to the point of beginning and
 containing (9.854 acres), more or less, as surveyed by the D. H.
 Steffens Co., Inc.

BEING all and the same land conveyed to Chaptico Water and Sewer Company by
 deed dated April 16, 1985, by Chaptico Recreation Corporation, and recorded among the
 land records of St. Mary's County, Maryland, in Liber 214, Folio 341.

PARCEL 2

Beginning for the same at a point and said point being described and referenced as being S 19° 06' 25" W - 86.26 feet from the common rear corner of Lots 3 and 4 as recorded on "Plat One - Section 3 - Wicomico Shores - Yacht & Country Club - Block A" and is recorded in plat file D.B.K. Liber 7 at Folio 90; thence running with the outline of the well and tank lot

S 09° 15' 29" W - 50.00 feet to a point; thence running
N 80° 52' 13" W - 50.00 feet to a point; thence running
N 09° 15' 29" E - 50.00 feet to a point; thence running
S 80° 52' 13" W - 50.00 feet to the point of beginning and
containing (0.057) of an acre, more or less as surveyed by the D. H. Steffens Co., Inc.

BEING all and the same land conveyed to Chaptico Water and Sewer Company by deed dated February 6, 1985, from Chaptico Recreation Corporation, and recorded among the land records of St. Mary's County, Maryland, in Liber 211, Folio 223.

TOGETHER WITH all right, title and interest in the Grant of Easement dated December 15, 1986, from Chaptico Recreation Corporation to the Chaptico Water and Sewer Company recorded among the land records of St. Mary's County, Maryland, in Liber 327, Folio 234.

TOGETHER WITH all right, title and interest in the Easement Agreement dated June 30, 1987, from the Chaptico Recreation Corporation to the Chaptico Water & Sewage Company recorded among the land records of St. Mary's County, Maryland, in Liber 372, Folio 50.

ARTICLES OF TRANSFER
OF
CHAPTICO WATER AND SEWER COMPANY
(A MD CORP.)
AND
ST. MARY'S COUNTY METROPOLITAN COMMISSION
(A MD CORP.)

TRANSFEROR

TRANSFeree

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 7, 1993 AT 2:31 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____
CERT. OF CONV.-ST. MARY'S COUNTY

\$ 20.00
4.00

\$ _____

~~\$24.00~~ TOTAL
D1501477

TO THE CLERK OF THE COURT OF

ST. MARY'S COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JOSEPH MITCHELL
24 COURTHOUSE DR
BOX 347
LEONARDTOWN

MD 20650

238C3069167

A 425008



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3519 0220

PUBLIC WORKS AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcr#1999999
EWA NB BIK#388

BOOK 3006 PAGE 0408

THIS PUBLIC WORKS AGREEMENT, executed this 28 day of April, 1995, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), J. Frank Raley Insurance, Inc. & Thomas B. Watts, (hereinafter, the "Developer"),

J. Frank Raley Insurance, Inc. & Thomas B. Watts, (hereinafter, the "Owner"), and

Maryland Bank and Trust, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcr#1999999
EWA NB BIK#388

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Hunting Quarters, Phase 2, Section 2B, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central water and sewer facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

BOOK 3306 PAGE 0409

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted statement included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$ 105,104.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$ 1,275.00 based upon \$ 75.00 per lot, or EDU, payable upon execution of this Agreement.

Inspection Charges: \$ 3,153.00 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be

BOOK 3306 PAGE 0411

placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 1,530.00 based upon \$ 90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$ 222.56 per month based upon 1,571 front feet at \$ 1.70 per front foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Impact Fee: \$ 1,700.00 based upon \$ 100.00 per lot applied for future upgrade of the Great Mills Wastewater Pump Station. This fee is levied because this subdivision is entirely out of the designed service area for the above mentioned pump station. This fee is to be paid when the site plan is approved.

Sewer Service Charge: \$ 210.63 per month based upon \$ 12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 171.36 per month based upon \$ 10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of

BOOK 3006 PAGE 0412

eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.

2. Demand that Developer vacate Commission Property.

3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

BOOK 0006 PAGE 0413

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 28 day of April 1995.

ATTEST:

Steven L. King

Secretary

ATTEST:

Fredrick A. Lopez

Fredrick A. Lopez

Fredrick A. Lopez

Fredrick A. Lopez

Fredrick A. Lopez

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Joseph I. Russell

Joseph I. Russell, Chairman

DEVELOPERS

Thomas B. Watts & J. Frank Raley Insurance, Inc.

Thomas B. Watts

Thomas B. Watts

J. Frank Raley Insurance, Inc.

By: Thomas B. Watts

Thomas B. Watts, President

PROPERTY OWNERS

Thomas B. Watts & J. Frank Raley Insurance, Inc.

Thomas B. Watts

Thomas B. Watts

J. Frank Raley Insurance, Inc.

By: Thomas B. Watts

Thomas B. Watts, President

LENDER #2

By: James R. Taylor

Agent for Maryland Bank and Trust

- A
- B
- C
- D
- E

BOOK 3006 PAGE 0414

(COMMISSION)

STATE OF MARYLAND

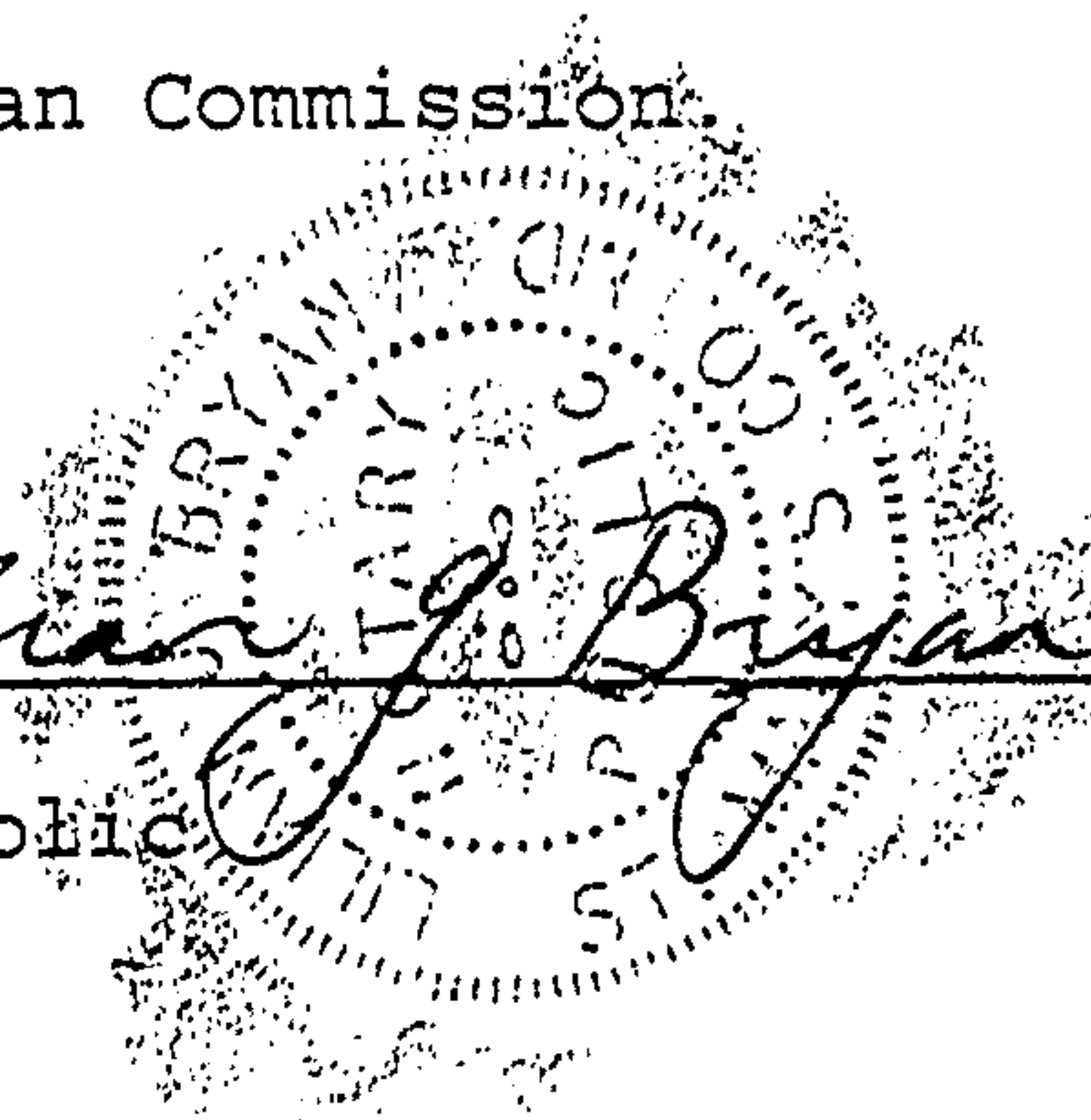
COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 12th day of May, 1995, before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan

Notary Public



My commission expires 2/1/96.

(DEVELOPERS)

STATE OF MARYLAND

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 28th day of April, 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Thomas B. Watts and J. Frank Raley and that they acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

Brenda J. Guy

Notary Public



My Commission Expires: March 1, 1997

BOOK 0006 PAGE 0415

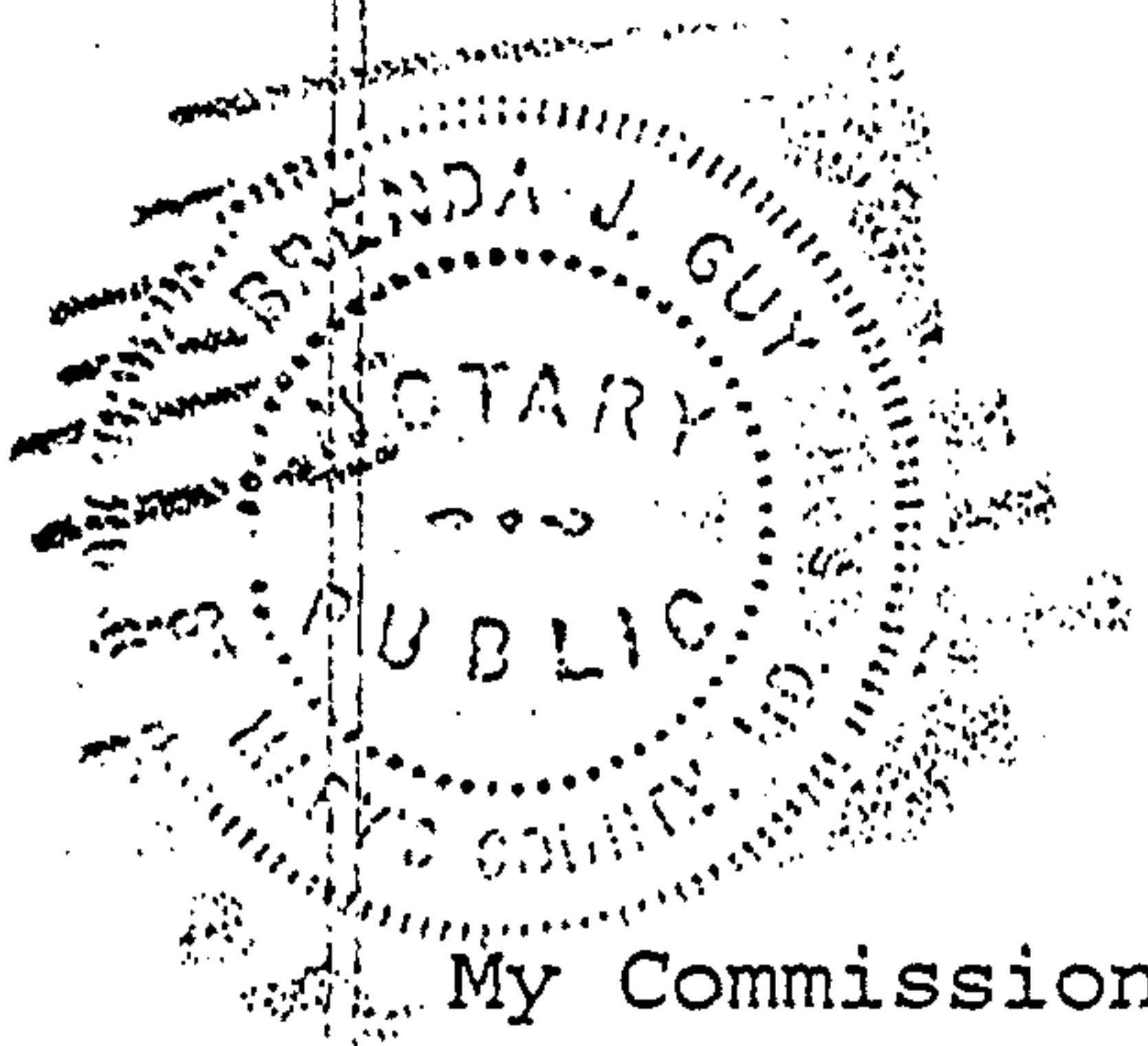
(OWNERS)

STATE OF MARYLAND

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 28th day of April 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Thomas B. Watts and J. Frank Raley and that they acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.



Brenda J. Guy
Notary Public

My Commission Expires: March 1, 1997

(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 2nd day of May 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared JAMES R. TAYLOR, Agent for Maryland Bank and Trust, and that he acknowledged the execution of the foregoing Public Works Agreement to be his act.

WITNESS my hand and Notarial Seal.



Margaret A. Adams
Notary Public

My Commission Expires: 8/1/95

BOOK 3006 PAGE 0416

EXHIBIT A

LIBER 0981 PAGES 99

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Hunting Quarters, Phase 2, Section 2B

TOTAL # OF PHASES: One

DEVELOPER: J. Frank Raley and Thomas B. Watts

PHASE I:

PLAT REF: MRB 141/252 & MRB 171/176 # LOTS TO BE SERVED: 17

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Outstanding issue from the previous Sections as follows: prepare and paint bolts and nuts on ground storage tank. Water distribution system with all the appropriate appurtenances in accordance with the definition below and the approved plans dated January 5, 1993, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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)

BOOK 3006 PAGE 0417

LIBEL 0981 PAGE 00

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Hunting Quarters, Phase 2, Section 2B
TOTAL # OF PHASES: One
DEVELOPER: J. Frank Raley and Thomas B. Watts

PHASE I:
PLAT REF: MRB 141/252 & MRB 171/176 # LOTS TO BE SERVED: 17

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Outstanding issues from previous Sections as follows: install a 7' chain link fence with three strands of barb wire and construct an asphalt service/access road at the existing sewer station. Wastewater collection system and pumping station with all the appropriate appurtenances in accordance with the definitions below and the approved plans dated January 5, 1993, by the Metropolitan Commission's Chief Engineer.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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: JK
(Initials)
Developer: JRW.
(Initials)

RECORDING FEE 0.00

TOTAL 0.00

Rest#13423 Rcp#1999999

EWA NB BIK:4353

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 11th day of

April 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

Burch Oil Company, Inc., (hereinafter, the "Developer"),

Burch Oil Company, Inc., (hereinafter, the "Owner") and

N/A, (hereinafter, the "Lender #1"),

Nations Bank, (hereinafter, the "Lender #2", Letter of Credit holder),

JUL 17, 1995 10:02 am

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the Tenth (10th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

RECORDING FEE 0.00

TOTAL 0.00

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Blair Video - Charlotte Hall hereinafter referred to as the "Project"; and,

Rest#13423 Rcp#1999999

EWA NB BIK:4353

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain Central Water Facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

JUL 17, 1995 10:18 am

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives

or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement included as Exhibit A, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized Engineer's Estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment Bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$ 14,371.50 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #2 and the Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that the Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of

insurance coverage satisfactory to the Commission, including the naming of the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representatives of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 431.15 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total

Inspection Cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 300.00 based upon \$ 270.00 for a 1-1/2" water meter and \$ 30.00 for a Certificate of Occupancy Final Inspection, payable upon execution of this Agreement or at the time a Connection Permit is issued.

Water Service Charge: \$ 16.74 per month based upon \$ 10.08 per month per meter for a Service Charge and \$ 6.66 per month per meter for a Ready-to-Serve Charge beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: \$ 250.00 per EDU or unit for developments without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$ 600.00 per EDU or unit for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment, and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the

following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO, THIS

_____ DAY OF _____ 1995.

ATTEST:

Steven L. Lewis

Secretary

ATTEST:

Donald B. Burch

Donald B. Burch

Ram H. Haynes

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: Joseph I. Russell

Joseph I. Russell, Chairman

DEVELOPER, Burch Oil Company, Inc.

By: F. Elliott Burch

Burch Oil Company, Inc.

F. Elliot Burch, Jr., President

PROPERTY OWNER, Burch Oil Company, Inc.

By: F. Elliott Burch

Burch Oil Company, Inc.

F. Elliot Burch, Jr., President

LENDER, NationsBank

By: Tancy L. Hayden

Nations Bank

Assistant Vice President

EXHIBITS: A
 C
 D
 E

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 21st day of April, 1995, before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan

Notary Public

my commission expires 2/1/96.

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF St. Mary's to wit:

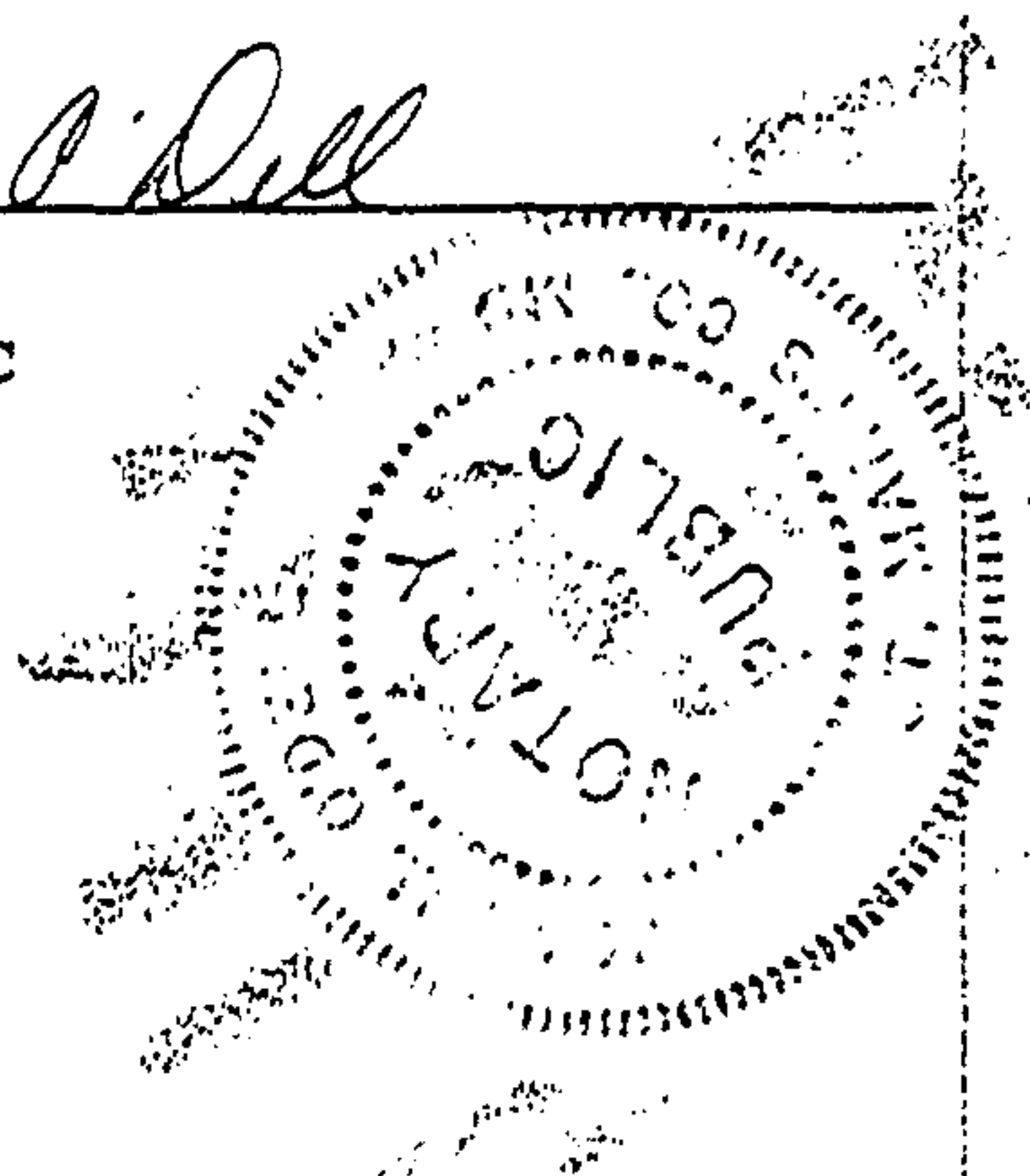
I HEREBY CERTIFY that on this 11 day of April 1995, before me, the subscriber, a Notary Public in the County aforesaid, personally appeared F. Elliot Burch, Jr., President of Burch Oil Company, Inc., and that he acknowledged the foregoing Public Works Agreement to be his act.

WITNESS my hand and Notarial Seal.

Jean M. O'Dell

Notary Public

My Commission Expires: April 1, 1996



(OWNER)

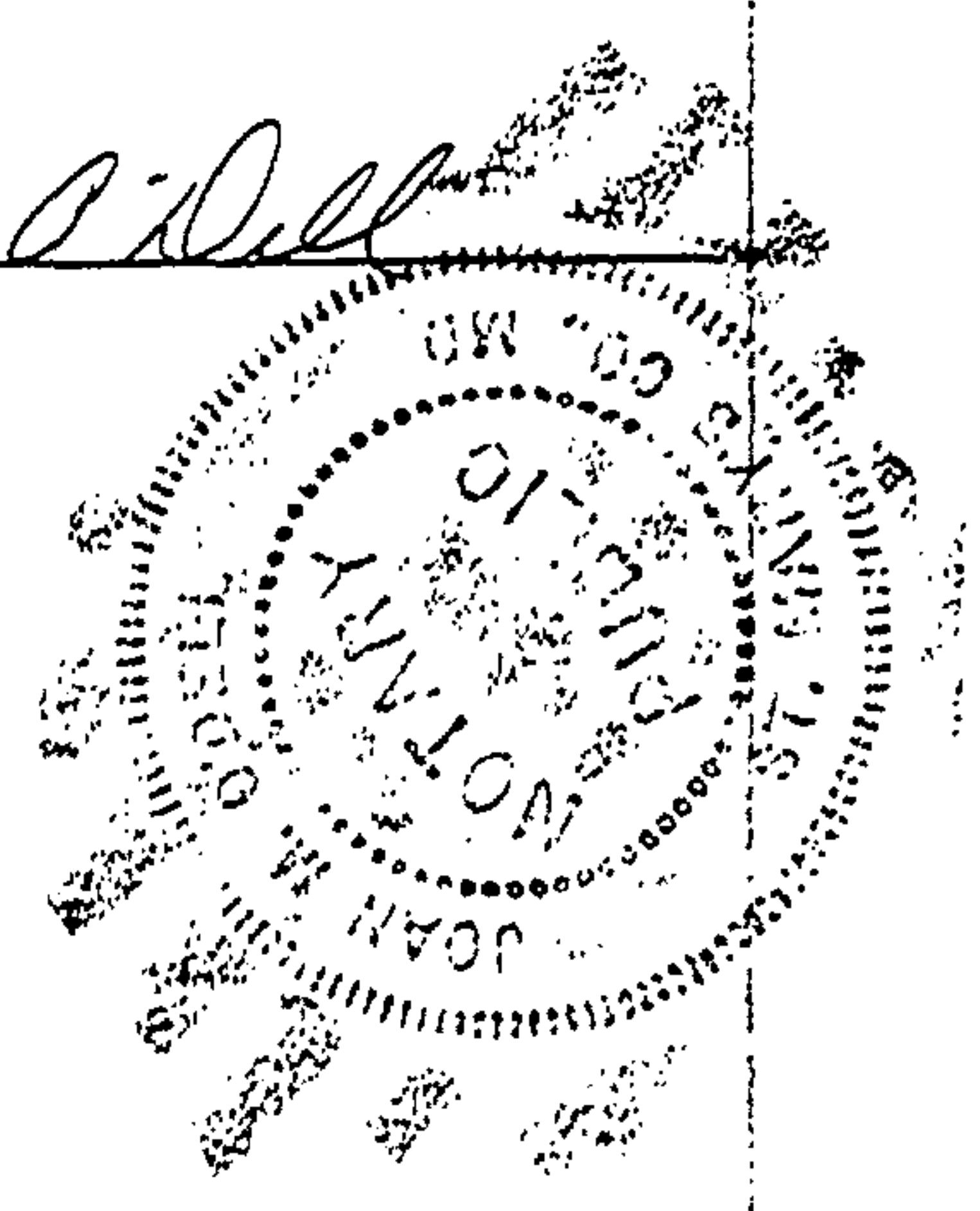
STATE OF MARYLAND

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 11 day of April, 1995, before me, the subscriber, a Notary Public in the County aforesaid, personally appeared F. Elliot Burch, Jr., President of Burch Oil Company, Inc., and that he acknowledged the foregoing Public Works Agreement to be his act.

WITNESS my hand and Notarial Seal.

Joan M. O'Dell
Notary Public



My Commission Expires: April 1, 1996

(LENDER #2)

STATE OF MARYLAND

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 13 day of April, 1995, before me, the subscriber, a Notary Public in the County aforesaid, personally appeared Nancy C. Hayden, Agent for Nations Bank, and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Renee M. Hays
Notary Public



My Commission Expires: 7/1/97

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASINGPROJECT NAME: Blair Video - Charlotte HallTOTAL # OF PHASES: OneDEVELOPER: F. Elliot Burch, Jr.

PHASE I:

PLAT REF: MRB 532/448 # LOTS TO BE SERVED: 1 Lot, 3 Units

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Approximately 233 l.f. of 8" and 80 l.f. of 6" PVC waterline, and 1 fire hydrant with all appropriate appurtenances. Facilities to be constructed as shown on plans approved by the Chief Engineer on January 26, 1995, and turned over to the Commission.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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)

PUBLIC WORKS AGREEMENT

RECORDING FEE	0.00
TOTAL	0.00
Rest#5403	Rcpt#399999
EWA NB BIK#353	
JUL 17 1995 10:00 AM	

THIS PUBLIC WORKS AGREEMENT, executed this 28th day of January, 1994, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Samperton Construction Company, (hereinafter, the "Developer"), Lacy's Run Limited Partnership, (hereinafter, the "Owner") and First National Bank of St. Mary's, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2" Letter of Credit holder),

RECORDING FEE	0.00
TOTAL	0.00
Rest#5403	Rcpt#399999
EWA NB BIK#353	

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the first (1st) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Lacy's Run Estates, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives

or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount satisfactory to the Commission, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the

Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 3,684.35 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less

than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 4,320.00 based upon \$ 90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: N/A per month based upon N/A per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: N/A per month based upon N/A per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 483.84 per month based upon \$ 10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: \$ 571.56 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$ 910.00 per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without

the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.

2. Demand that Developer vacate Commission Property.

3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure

period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

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

ATTEST:

[Handwritten Signature]

Secretary

ATTEST:

[Handwritten Signature]

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: *[Handwritten Signature]*

Frances P. Eagan, Chair
Chairman

DEVELOPER / PROPERTY OWNERS

Lacy's Run United Partnership

By: *[Handwritten Signature]*

J. Todd Sperton, Partner
& President

By: *[Handwritten Signature]*

L. F. Gray
1st National BK of St Mary's
Lender

EXHIBITS: A Water Facilities Plans
C Copy of Deed
D Letter of Credit

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 28th day of January
1994

before me a Notary Public in and for the County of St. Mary's
aforesaid personally appeared _____

Frances P. Eagan Chairman of the St.
Mary's County Metropolitan Commission, and on behalf of said
Commission did acknowledge the foregoing instrument to be the act
and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan

Notary Public

my commission expires 2/1/96.

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

Montgomery

to wit:

I HEREBY CERTIFY that on this 28th day of January

1994 before me, the subscriber, a Notary Public in

the county aforesaid, personally appeared J. Todd Samperton

President, Samperton Construction Co. and that he/she/they acknowledged

the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Sheila E. McKel

Notary Public

My Commission Expires:

12/1/97

(OWNER)

STATE OF Maryland
COUNTY OF Montgomery ~~ST. MARYS~~ to wit:

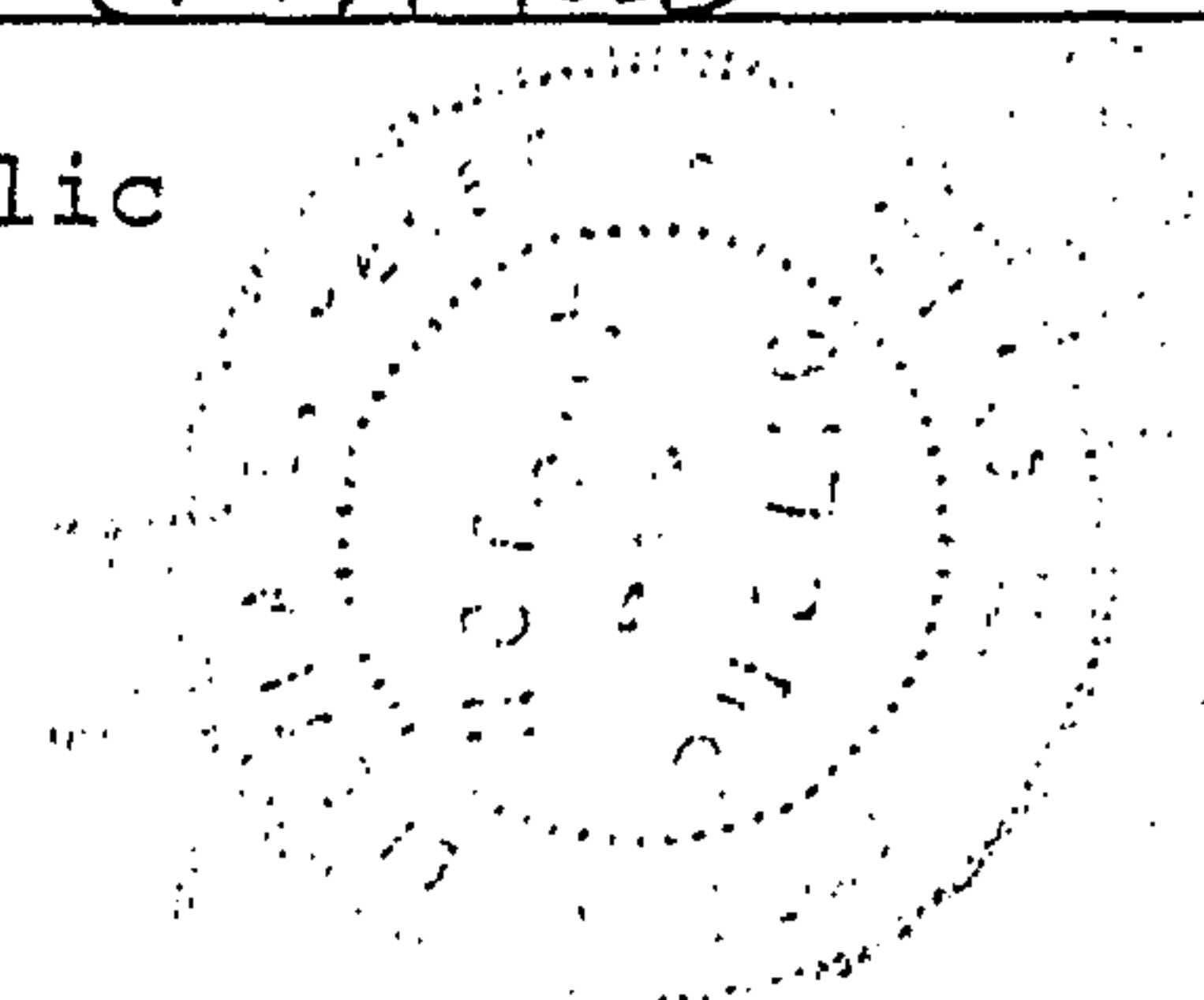
I HEREBY CERTIFY that on this 28th day of January, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared J. Todd Samperton, Partner and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Sheila E. McKee

Notary Public

My Commission Expires: 12/1/97
~~01-01-97~~



(LENDER #1)

STATE OF MARYLAND
COUNTY OF ST. MARYS to wit:

I HEREBY CERTIFY that on this 31 day of JANUARY, 19 94 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. GRAY JR. and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Judith Y. Jones

Notary Public

My Commission Expires: 01-01-97

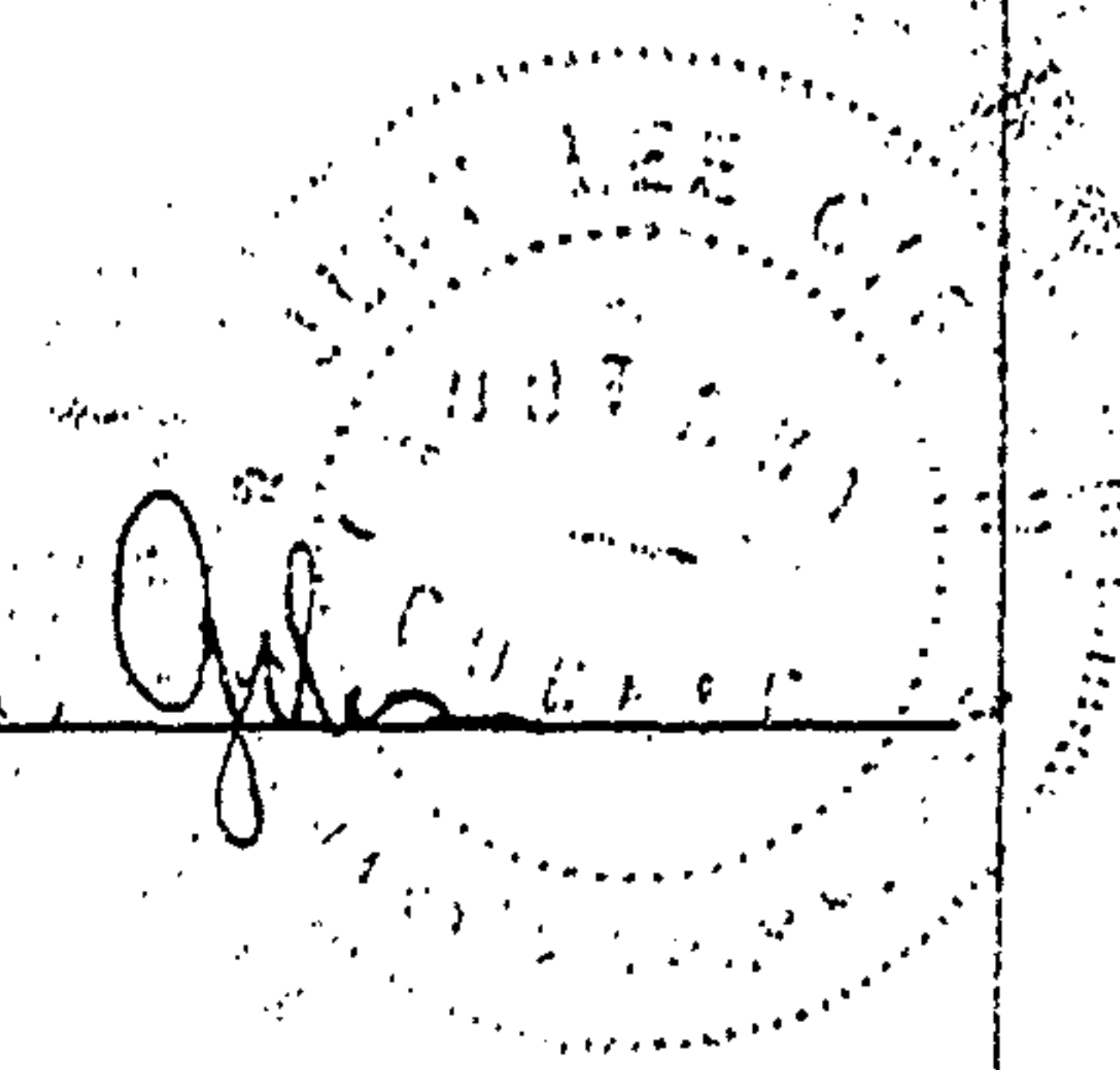


EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Lacy's Run Estates
TOTAL # OF PHASES: Two
DEVELOPER: Samperton Construction Co., Inc.

PHASE I:

PLAT REF: EWA 852/244 # LOTS TO BE SERVED: 20

PROJECTED CONSTRUCTION START DATE: February 1, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: February 1, 1995

FACILITIES TO BE CONSTRUCTED*: Water distribution system in accordance with the definition below and the approved plans dated July 20, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

PHASE II:

PLAT REF: EWA 852/244 # LOTS TO BE SERVED: 28

PROJECTED CONSTRUCTION START DATE: February 1, 1994

PROJECTED CONSTRUCTION COMPLETION DATE: February 1, 1997

FACILITIES TO BE CONSTRUCTED*: Water distribution system in accordance with the definition below and the approved plans dated July 20, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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:

SPC

(Initials)

Developer:

JTS

(Initials)

PERMANENT EASEMENT AND AGREEMENT

BOOK 0006 PAGE 0437

THIS EASEMENT AND AGREEMENT, made this 4th day of August, 1995, by and between Jacque David & Christine Alison LaValle, party of the first part, hereinafter referred to as "GRANTOR" and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of St. Mary's County, Maryland, party of the second part, hereinafter referred to as "GRANTEE",

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Rec#SMB2 Rec#1339333
EWA MAB BIK#1441
Sep 28, 1995 10:53 am

WITNESSETH

WHEREAS, GRANTOR is the owner of all of that tract, part or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 6/11/90 and recorded among the Land Records of St. Mary's County, Maryland, at Liber MRB 541, Folio 273, hereinafter referred to as the "Property"; and,

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS, GRANTOR is desirous of participating in the installation of a sewage grinder pump to serve the Property, in lieu of the existing gravity sewer, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain terms and conditions; NOW, THEREFORE, in consideration

Rec#SMB2 Rec#1339333
EWA MAB BIK#1441
Sep 28, 1995 11:21 am

of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assignees, forever, the right to enter upon the lands of the GRANTOR and to install thereupon a sewage grinder pump and associated equipment, and thereafter to operate, maintain, repair, and inspect said sewage grinder pump and associated equipment and remove and replace all necessary materials and equipment associated therewith.

The general location of the sewage grinder pump, hereinafter referred to as the

"Facilities" as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area") are as shown on the drawing attached hereto as Exhibit A, and incorporated herein.* The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of ten foot wide parcel of land parallel to and centered over a proposed underground electric cable that will connect the sewage grinder pump to the residence located on the Property, and a circular area having a radius of five (5) feet centered over the sewage grinder pump.

GRANTOR does further grant unto GRANTEE the right to enter upon the Property to construct and maintain a control panel/alarm on the side of said residence and any underground electric service line which shall connect the sewage grinder pump to the control/alarm panel, the location of which shall be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense, for maintenance of that portion of the sewer line connecting the residence to the sewage grinder pump.
3. GRANTEE shall be responsible for the installation of adequate Two Hundred Twenty (220) volt electric service from the GRANTOR'S existing electric service breaker, to a new electrical control panel/alarm to be installed by GRANTEE, to be located on the exterior of the residence pursuant to conditions set forth by GRANTEE. GRANTEE shall obtain any necessary permits and assure that the installation of said electrical service shall be done in accordance with all applicable regulations and specifications.
4. GRANTOR shall not erect any building or similar improvement over, or within, five (5) feet of the pressure sewer line or sewage grinder pump; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by GRANTEE.
5. GRANTEE shall save the GRANTOR harmless for any and all liability

* To be provided after installation, and by mutual agreement

caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and date first above written.

WITNESS the due execution hereof:

Jacque LaValle (SEAL)
Jacque David LaValle

Christine Alison LaValle (SEAL)
Christine Alison LaValle

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by _____

Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 9th day of August,

1995 before me, the subscriber, a Notary Public in the county

aforesaid, personally appeared Jacque + Christine LaValle

and that ~~he/she~~/they acknowledged the execution of the foregoing

Agreement to be ~~his/her~~/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

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

I HEREBY CERTIFY that on this 17th day of _____

August, 1995, before me, a Notary Public in and for the

LIBER 1001 FOLIO 073

BOOK 0008 PAGE 0440

County of St. Mary's aforesaid personally appeared Larry K. Petty,

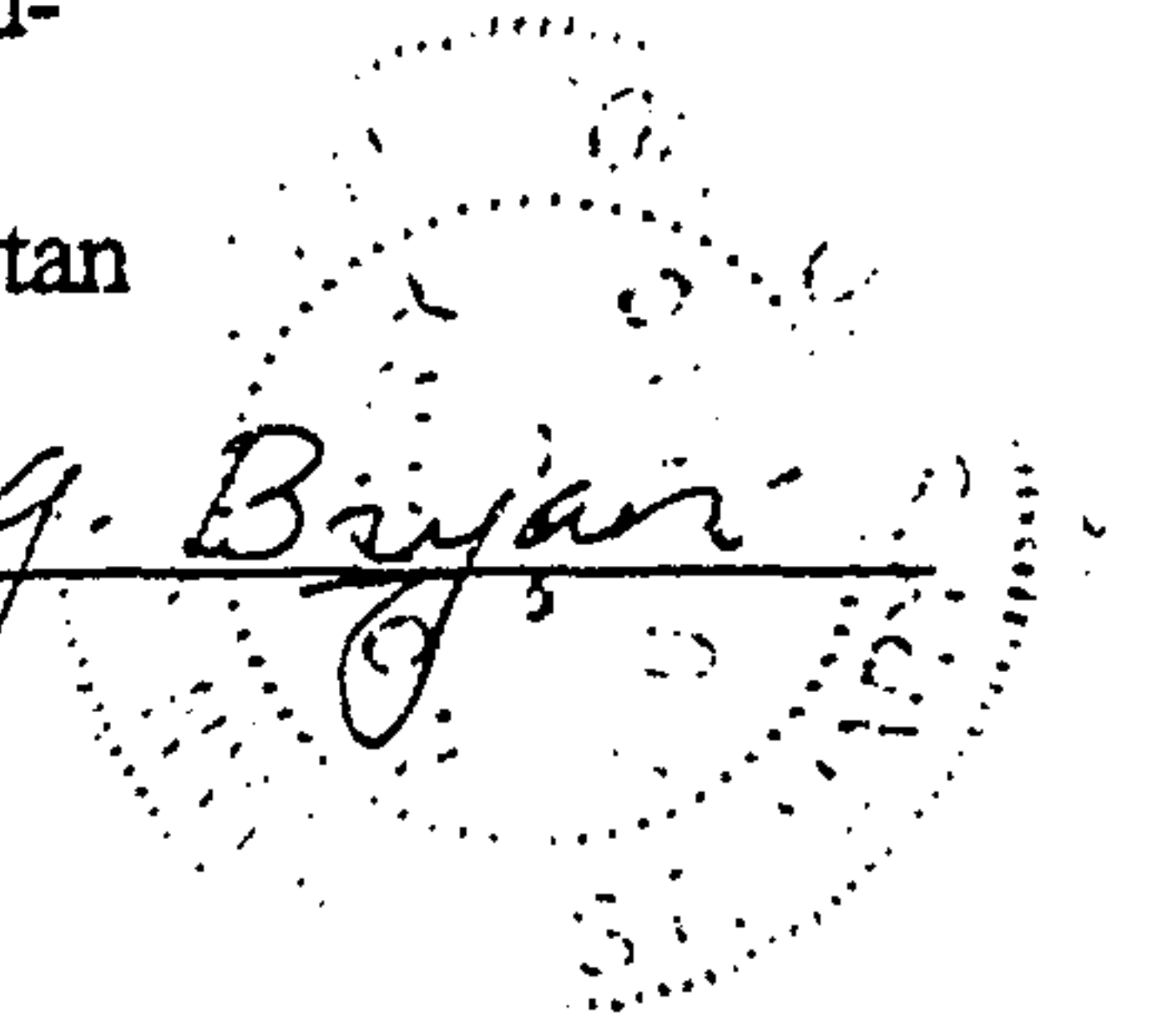
Director of the St. Mary's County Metropolitan Commission, and on

behalf of said Commission did acknowledge the foregoing instru-

ment to be the act and deed of the St. Mary's County Metropolitan
Commission.

Notary Public

Leslie G. Bryan



My Commission Expires: 2/1/96.


SPECIAL SEWER SERVICE CHARGE AGREEMENT

THE UNDERSIGNED, owner(s) of that tract, piece or parcel of improved real property located in the Eighth Election District of St. Mary's County, Maryland, known as Jacque & Christine LaValle more particularly described in a deed dated 6/11/90 and attached hereto as Exhibit A, and incorporated herein, in consideration for the installation by the St. Mary's County Metropolitan Commission [the "COMMISSION"] of certain specialized sewage collection facilities, more particularly described in Exhibit B, attached hereto and incorporated herein, hereby agrees to the imposition of a Special Sewer Service charge, in the amount of Two Thousand five hundred fifty seven and 50/100 Dollars (\$2,557.50), payable in one hundred twenty (120) monthly installments of principal and interest at the rate of Six & 13/100 per cent (6.13%) per annum, in the amount of Twenty-eight and 56/00 Dollars (\$28.56). To further ensure the payment of the Special Sewer Service Charge the undersigned has executed a Payment Agreement and Promissory Note, a copy of which is attached hereto as Exhibit C, and incorporated herein, which further sets forth additional terms and conditions of said payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED THIS 4th
DAY OF August, 1995.



Jacques LaValle (SEAL)



Christine LaValle (SEAL)

EXHIBITS:

- A. Deed
- B. Specialized Sewer Services
- C. Payment Agreement and Promissory Note

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

I HEREBY CERTIFY that on this 4th day of August,
1995 before me, the subscriber, a Notary Public in the county

aforesaid, personally appeared Jacque LaValle & Christine Labille and that he/she/they acknowledged the execution of the foregoing Special Sewer Service Charge Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 17th day of August, 1995, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Larry K. Petty, Director of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96

EXHIBIT A

LIBER: 541 PAGE 273

DEED - FEE SIMPLE - INDIVIDUAL GRANTOR - LONG FORM

BOOK 0006 PAGE 0443

2127MD6/15/900	DEED	\$16.00
2127MD6/15/900	RECTAX	\$785.40
2127MD6/15/900	TR. TAX	\$444.50

LIBER 1001 FOLIO 076

This Deed, MADE THIS 11th day of June, 1990, by and between David L. Potter and Rebecca L. Potter, parties of the first part, and Jacque David LaValle and Christine A. LaValle, parties of the second part.

WITNESSETH, That in consideration of the sum of One Hundred Eighteen Thousand Nine Hundred and 00/100 Dollars (\$118,900.00), including the amount of any Deed of Trust or Mortgage outstanding, receipt of which is hereby acknowledged,

the said parties of the first part

do hereby grant and convey to the said parties of the second part, as tenants by the entirety, their heirs,

personal representatives/successors and assigns, forever, in fee simple, all

that lot of ground situate in St. Mary's County, Maryland,

and described as follows, that is to say:

Lot numbered Thirteen (13), in a subdivision known as "Essex South, Section Two (2)", as per plat thereof duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book 7, Folio 3.

Subject to covenants, conditions and restrictions of record.

Being the same land which by deed dated October 22, 1985 and recorded among the land records of St. Mary's County, Maryland in Liber 236, Folio 331, was granted unto the Grantor(s) herein.

THIS IS TO CERTIFY THAT THIS PROPERTY HAS BEEN PAID FOR INCLUDING THE LEVY FOR THE YEAR 1990. TAX ID # 18-63374-4
Katherine T. Blum
 ST. MARY'S COUNTY, MD.

RECORDED
 INDEXED
 A
Maryanne L. Brock 6-15-90
 Date

THE UNDERSIGNED MD. ATTORNEY CERTIFIES THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION
Katherine E. Blum

BOOK 0006 PAGE 0444

LIBER 541 PAGE 275

The undersigned hereby certify under oath, that the premises hereby acquired shall be owner-occupied.

LIBER 1001 FOLIO 77

Jacque David LaValle
Jacque David LaValle
Christine A. LaValle
Christine A LaValle

Subscribed and sworn to before me, this 11th day of June, 1990.

Johnnie B. [Signature]
Notary Public
My Commission expires: 6/30/90

JUN 15 1990

MARY E. [Signature]

LIBER 1001 FOLIO 78

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and premises to the said parties of the second part, their heirs,

personal representatives/successors and assigns, forever, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

Test:

[Signature]

David L. Potter (SEAL)
David L. Potter

Rebecca L. Potter by David L. Potter (SEAL)
Rebecca L. Potter her attorney in fact

STATE OF MARYLAND, Charles County, to wit:

I HEREBY CERTIFY, That on this 11th day of June, in the year one thousand nine hundred and ninety, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

David L. Potter and Rebecca L. Potter known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires:

7/1/90

EXHIBIT C

BOOK 0006 PAGE 0446
LIBER 1001 FOLIO 079

PAYMENT AGREEMENT
AND PROMISSORY NOTE

THIS PAYMENT AGREEMENT AND PROMISSORY NOTE, executed this 4th day of August, 1995, by and between the St. Mary's County Metropolitan Commission, a body politic and corporate [the "COMMISSION"], party of the first part, and Jacque David LaValle and Christine Alison LaValle, customer of the COMMISSION, [the "CUSTOMER"], party of the second part,

W I T N E S S E T H

WHEREAS, CUSTOMER is the owner of all that tract, part or parcel of land located at 117 Lynn Drive in Essex South Subdivision, Lexington Park, St. Mary's County, Maryland [the "Property"]; and,

WHEREAS, CUSTOMER is desirous of entering into an agreement wherein the COMMISSION will install Special Sewage Collection Services to the Property for a cost to CUSTOMER of Two Thousand Five hundred Fifty-seven and 50/100 Dollars (\$2,557.50); and,

WHEREAS, CUSTOMER is desirous of deferring payment the cost of said Special Sewage Collection Services ["Special Sewer Service Charge"]; and,

WHEREAS, the COMMISSION is willing to allow CUSTOMER to defer payment of said Special Sewer Service Charge, subject to the following conditions:

- (1) Interest on the unpaid Sewer Service Charge shall accrue at an annual rate of Six and Thirteen Hundredth Per Cent (6.1300%) interest per year.
- (2) A payment equal to the outstanding principal balance of the Special Sewer Service Charge, plus all accrued but unpaid interest (the "DEBT BALANCE"), if not sooner paid, shall be due and payable, in full, upon sale, transfer

assignment of all or part of the Property.

NOW, THEREFORE, FOR VALUE RECEIVED, CUSTOMER, jointly and severally, promises to pay to the COMMISSION, its successors and assigns, at its office in Lexington Park, Maryland, or at such other place as the COMMISSION may from time to time determine, the principal sum of Two Thousand Five Hundred Fifty-seven and 50/100 Dollars (\$2,557.50) plus interest payable as hereinafter set forth. Interest and principal shall be payable in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment as follows:

- (1) Accounting from the date hereof, to pay interest thereon of Six and Thirteen Hundredth Per Cent (6.1300%) per year.
- (2) A final payment equal to the outstanding principal balance of the Special Sewer Service Charge, together with interest as set forth above (the "DEBT BALANCE") if not sooner paid, shall be due and payable, in full, upon sale, transfer or assignment of all or part of the Property.
- (3) CUSTOMER shall have the right to defer payment of all or a portion of the Special Sewer Service Charge with the written prior approval of the COMMISSION.
- (4) CUSTOMER shall have the right prior to default, to prepay the DEBT BALANCE in whole or in part without penalty.
- (5) CUSTOMER, jointly and severally, waives presentment, protest and demand, notice of protest, notice of demand and of dishonor and non-payment of this Note.
- (6) CUSTOMER acknowledges that the DEBT BALANCE shall become and remain a lien against the Property until fully satisfied, and that the COMMISSION shall have the absolute right to execute on such lien, pursuant to Maryland Law, in the event that it becomes in the best interest of the


LIBER 1001 FOLIO 81

COMMISSION to so do.

BOOK 3006 PAGE 0448

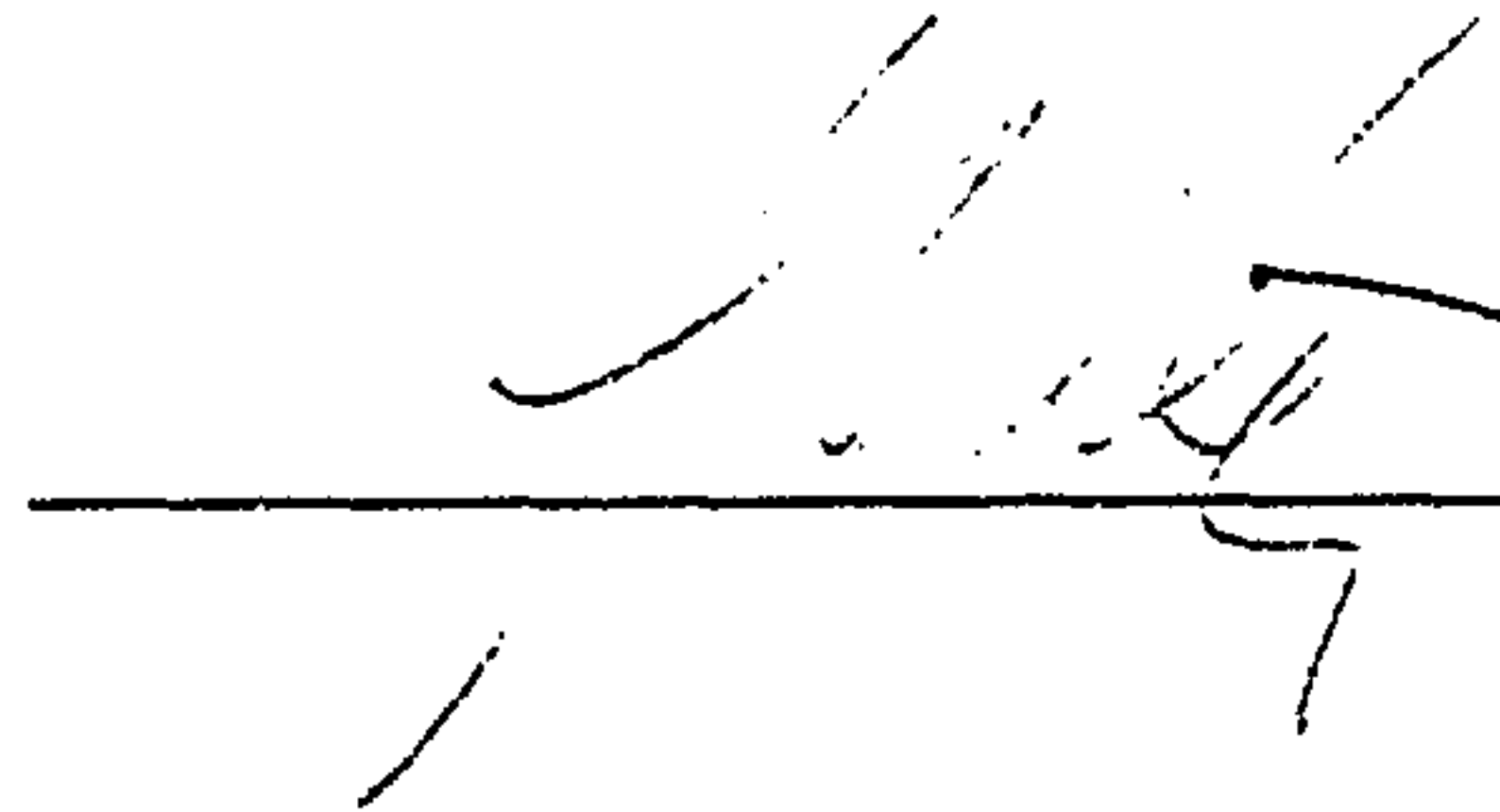
Executed in St. Mary's County, Maryland, as of the date and year first above written.

 (SEAL)
Jacques David LaValle

 (SEAL)
Christine LaValle

The St. Mary's County Metropolitan Commission joins in the execution of these presents to acknowledge acceptance of the foregoing Agreement.

St. Mary's County Metropolitan Commission



PERMANENT EASEMENT AND AGREEMENT

BOOK 0006 PAGE 0449

THIS EASEMENT AND AGREEMENT, made this 11th day of August, 1995, by and between Robert Dean Walker & Shari Walker party of the first part, hereinafter referred to as "GRANTOR" and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of St. Mary's County, Maryland, party of the second part, hereinafter referred to as "GRANTEE",

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcpt#999999
EWA MAB BLK#1441
Sep 28, 1995 10:55 am

WITNESSETH

WHEREAS, GRANTOR is the owner of all of that tract, part or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 7/22/94 and recorded among the Land Records of St. Mary's County, Maryland, at Liber EWA 916, Folio 125, hereinafter referred to as the "Property"; and,

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcpt#999999

WHEREAS, GRANTOR is desirous of participating in the installation of a sewage grinder pump to serve the Property, in lieu of the existing gravity sewer, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain terms and conditions; NOW, THEREFORE, in consideration

EWA MAB BLK#1441
Sep 28, 1995 11:22 am

of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assignees, forever, the right to enter upon the lands of the GRANTOR and to install thereupon a sewage grinder pump and associated equipment, and thereafter to operate, maintain, repair, and inspect said sewage grinder pump and associated equipment and remove and replace all necessary materials and equipment associated therewith.

The general location of the sewage grinder pump, hereinafter referred to as the

"Facilities" as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area") are as shown on the drawing attached hereto as Exhibit A, and incorporated herein.* The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of ten foot wide parcel of land parallel to and centered over a proposed underground electric cable that will connect the sewage grinder pump to the residence located on the Property, and a circular area having a radius of five (5) feet centered over the sewage grinder pump.

GRANTOR does further grant unto GRANTEE the right to enter upon the Property to construct and maintain a control panel/alarm on the side of said residence and any underground electric service line which shall connect the sewage grinder pump to the control/alarm panel, the location of which shall be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense, for maintenance of that portion of the sewer line connecting the residence to the sewage grinder pump.
3. GRANTEE shall be responsible for the installation of adequate Two Hundred Twenty (220) volt electric service from the GRANTOR'S existing electric service breaker, to a new electrical control panel/alarm to be installed by GRANTEE, to be located on the exterior of the residence pursuant to conditions set forth by GRANTEE. GRANTEE shall obtain any necessary permits and assure that the installation of said electrical service shall be done in accordance with all applicable regulations and specifications.
4. GRANTOR shall not erect any building or similar improvement over, or within, five (5) feet of the pressure sewer line or sewage grinder pump; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by GRANTEE.
5. GRANTEE shall save the GRANTOR harmless for any and all liability

* To be provided after installation, and by mutual agreement

caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and date first above written.

WITNESS the due execution hereof:

_____ Robert Dean Walker (SEAL)

Robert Dean Walker

_____ Shari Walker (SEAL)

Shari Walker

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by Larry K. Petty

Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 11th day of August,

1995 before me, the subscriber, a Notary Public in the county

aforsaid, personally appeared Robert Dean Walker & Shari Walker

and that he/she/they acknowledged the execution of the foregoing

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission Expires: 2/1/96

LIBER 1001 FOLIO 085

BOOK 0006 PAGE 0452

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

I HEREBY CERTIFY that on this 17th day of August

 , 1945 before me, a Notary Public in and for the

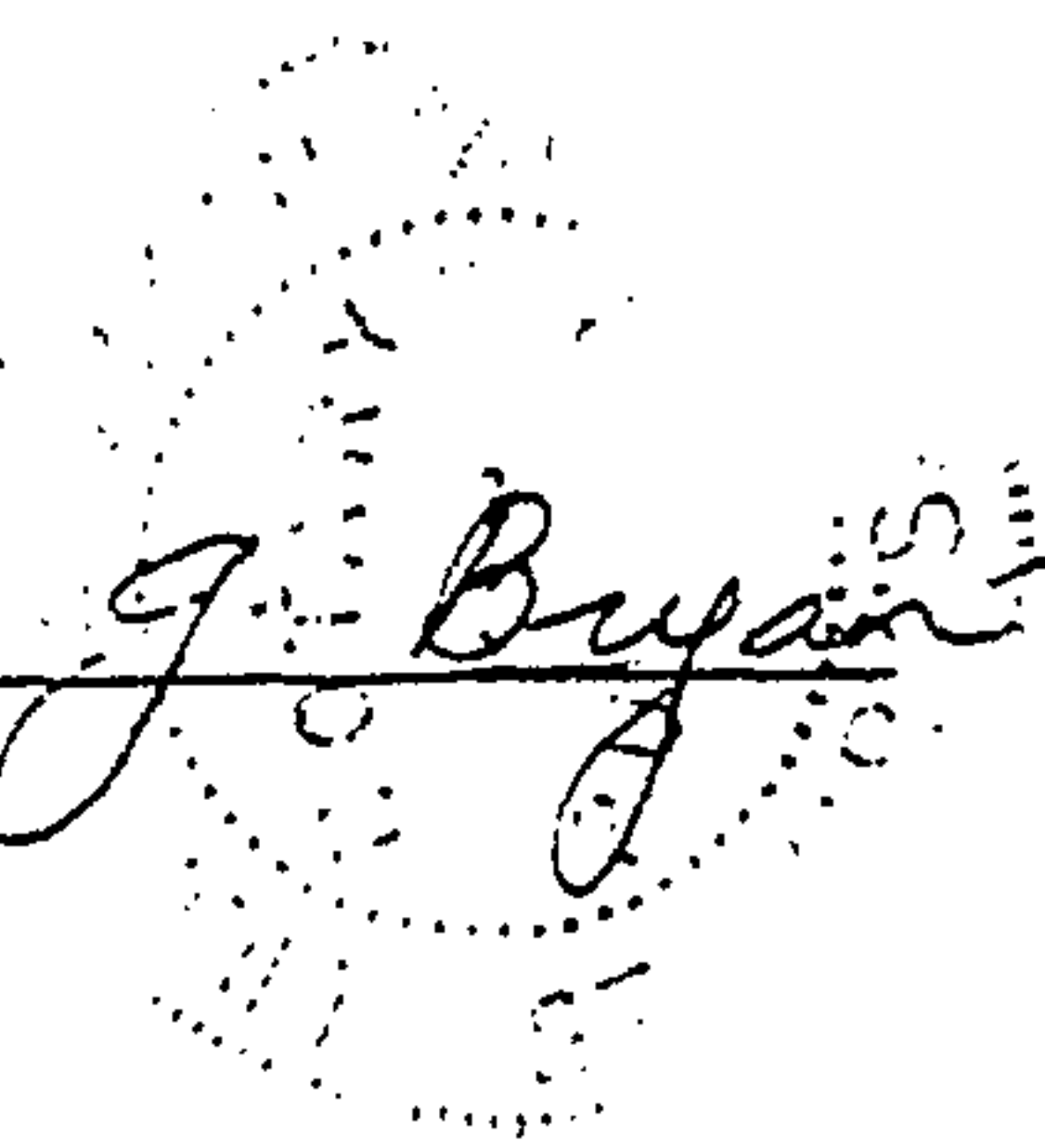
County of St. Mary's aforesaid personally appeared Larry K. Petty

Director of the St. Mary's County Metropolitan Commission, and on

behalf of said Commission did acknowledge the foregoing instru-

ment to be the act and deed of the St. Mary's County Metropolitan
Commission.

Notary Public

Lillian J. Bryan


My Commission Expires: 2/1/96

EXHIBIT B

LIBER 1001 FOLIO 086

BOOK 0006 PAGE 0453

SPECIAL SEWER SERVICE CHARGE AGREEMENT

THE UNDERSIGNED, owner(s) of that tract, piece or parcel of improved real property located in the Eighth Election District of St. Mary's County, Maryland, known as Robert & Shari Walker, more particularly described in a deed dated 7/22/94 and attached hereto as Exhibit A, and incorporated herein, in consideration for the installation by the St. Mary's County Metropolitan Commission [the "COMMISSION"] of certain specialized sewage collection facilities, more particularly described in Exhibit B, attached hereto and incorporated herein, hereby agrees to the imposition of a Special Sewer Service charge, in the amount of Two Thousand five hundred fifty seven and 50/100 Dollars (\$2,557.50), payable in one hundred twenty (120) monthly installments of principal and interest at the rate of Six & 13/100 per cent (6.13%) per annum, in the amount of Twenty-eight and 56/00 Dollars (\$28.56). To further ensure the payment of the Special Sewer Service Charge the undersigned has executed a Payment Agreement and Promissory Note, a copy of which is attached hereto as Exhibit C, and incorporated herein, which further sets forth additional terms and conditions of said payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED THIS 11th DAY OF August, 1995.

Robert Walker (SEAL)
Robert Walker

Shari Walker (SEAL)
Shari Walker

EXHIBITS:

- A. Deed
- B. Specialized Sewer Services
- C. Payment Agreement and Promissory Note

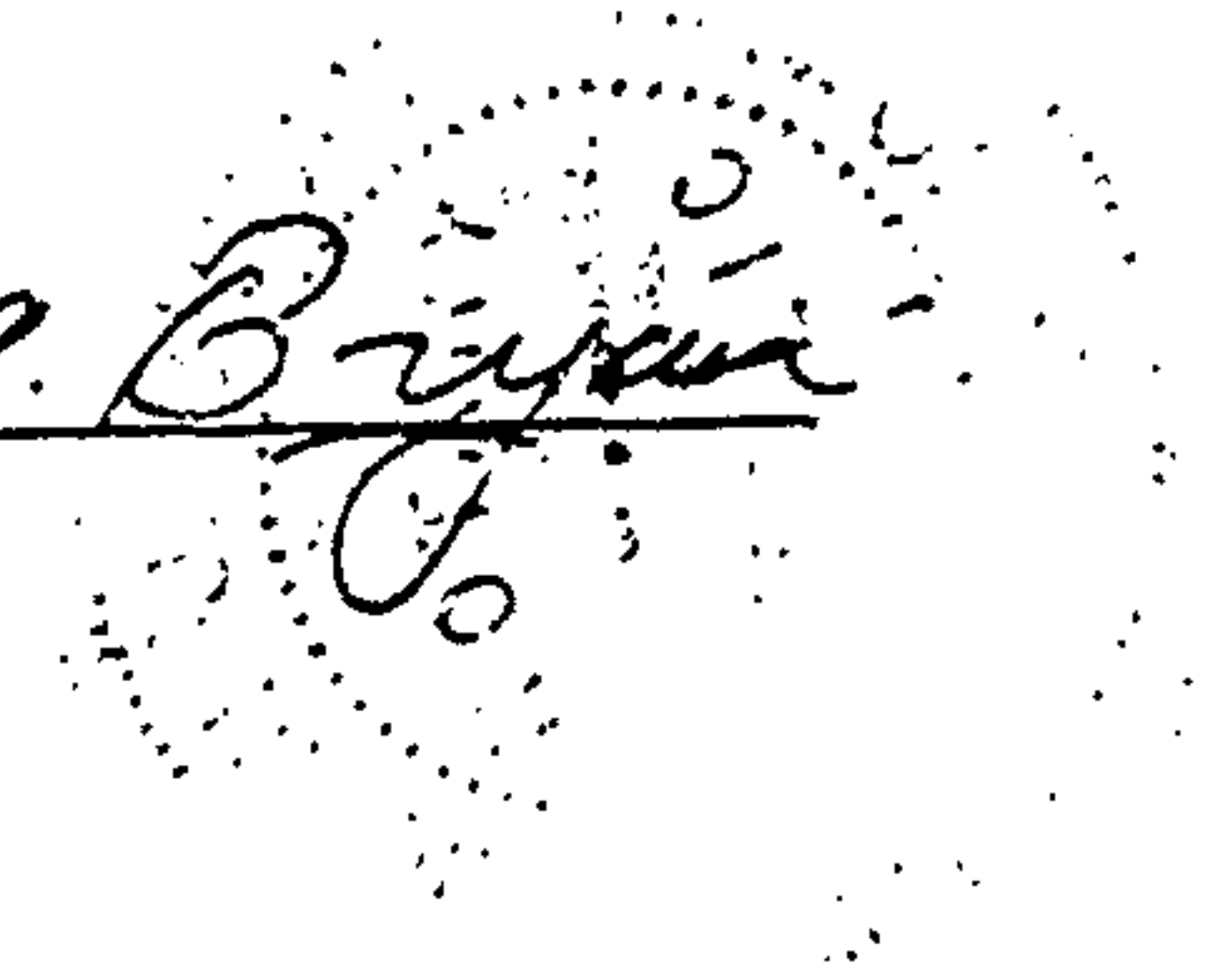
STATE OF Maryland COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 11th day of August 1995 before me, the subscriber, a Notary Public in the county

aforesaid, personally appeared Robert Walker + Shari Walker and that ~~he/she~~/they acknowledged the execution of the foregoing Special Sewer Service Charge Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



My Commission Expires: 2/1/96

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by [Signature]
Larry K. Petty, Director

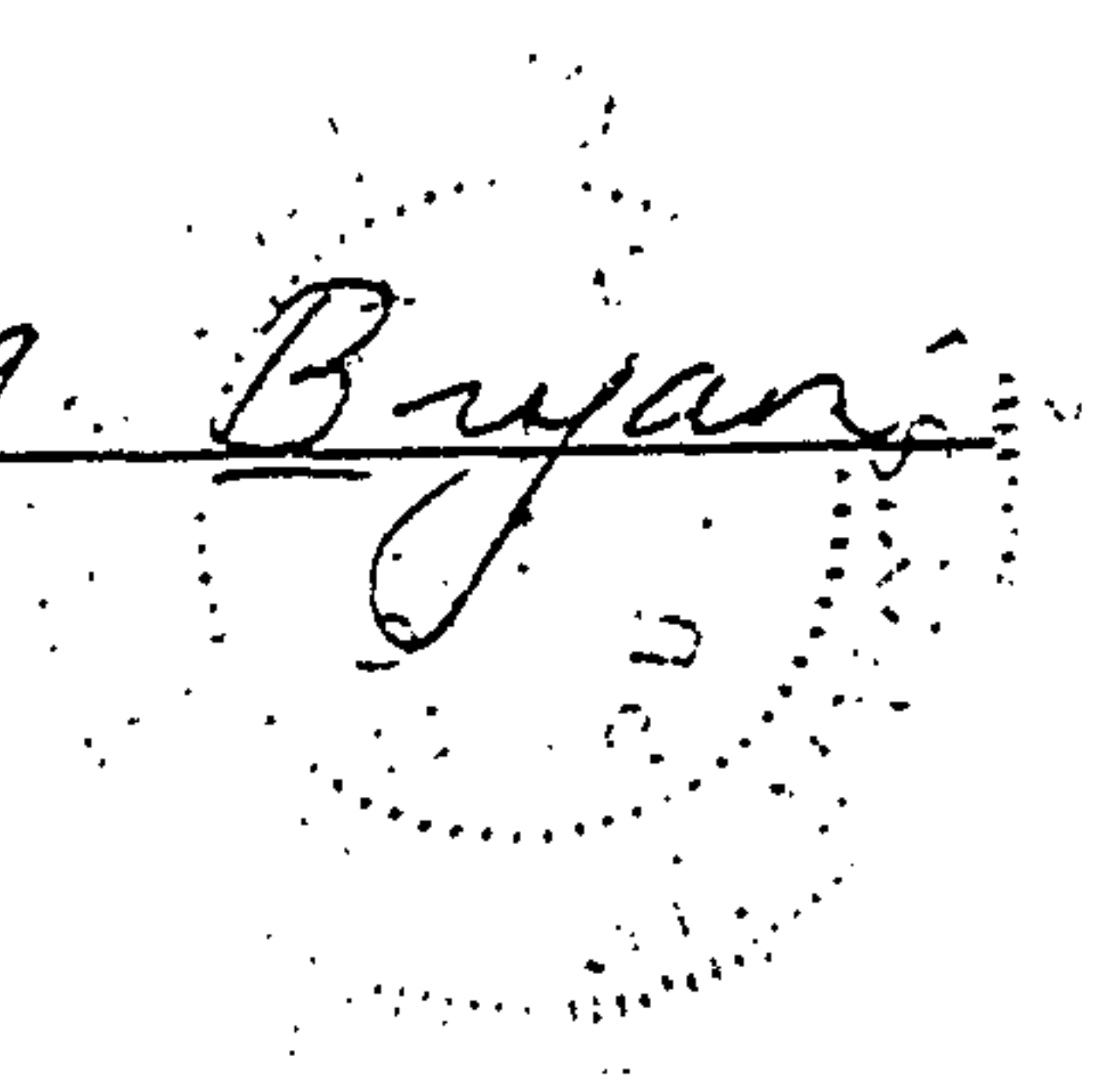
STATE OF Maryland COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 17th day of

August, 1995, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Larry K. Petty, Director of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



My Commission Expires: 2/1/96

EXHIBIT A

BOOK 0006 PAGE 0455

94-3178

DEED - FEE SIMPLE - INDIVIDUAL GRANTOR - LONG FORM

12:36PNOB/02/94A	DEED	\$20.00
12:36PNOB/02/94A	RECTRK	\$759.00
12:36PNOB/02/94A	TR. TRK	\$424.50
12:36PNOB/02/94A	CHTYTT	\$1149.00
12:36PNOB/02/94A	SURCHB	\$5.00

LIBER 0916 PAGE 25

LIBER 1001 FOLIO 88

This Deed, MADE THIS 22nd day of July,

in the year one thousand nine hundred and ninety-four, by and between

Carl T. Franzen, party

~~XXXX~~

of the first part, and

Robert Dean Walker, Jr. and Shari A. Walker, parties

of the second part.

WITNESSETH, That in consideration of the sum of One Hundred Fourteen Thousand Nine Hundred and 00/100 Dollars (\$114,900.00), including the amount of any Deed of Trust or Mortgage outstanding, receipt of which is hereby acknowledged,

the said party of the first part

do as grant and convey to the said parties of the second part, as tenants by the entirety, their heirs,

personal representatives/successors and assigns, forever, in fee simple, all

that lot of ground situate in St. Mary's County, Maryland,

and described as follows, that is to say:

Lot numbered Twenty-six (26), in a subdivision known as "Essex South, Section 1", as per plat thereof duly recorded among the Plat Records of St. Mary's County, Maryland in Plat Book 6, Folio 58.

Subject to covenants, conditions, restrictions and easements as contained in deeds and instruments forming the chain of title to the subject property.

Being the same land which by deed dated January 4, 1994 and recorded among the land records of St. Mary's County, Maryland in Liber 864, Folio 160, was conveyed unto the Grantor(s) herein.

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 94. TAX ID: 08-01840-5
Kellee N. [Signature]
ST. MARY'S COUNTY, MD.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
Box St. Mary's County
Shirley J. Hawkins 7-28-94

RETURN TO:
NAME: TRI COUNTY ABSTRACT, INC.
ADDRESS: LEONARDTOWN, MARYLAND

106 S. Essex Dr
Lex Pk, MD 20653

LIBER 1001 FOLIO 89

BOOK 0006 PAGE 0456 LIBER 0916 PAGE 26

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and premises to the said parties of the second part, their heirs,

personal representatives/successors and assigns, forever, in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

Test:

J Edwards

Carl T. Franzen (SEAL)
Carl T. Franzen

_____ (SEAL)

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

I HEREBY CERTIFY, That on this 22nd day of July, in the year one thousand nine hundred and ninety-four, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

Carl T. Franzen known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument, and acknowledged the foregoing Deed to be act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

James Edwards
Notary Public

My Commission expires:

6/19/96

This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

Patrick P. ...
(Signature of attorney admitted to practice in Maryland if the instrument has been prepared by or under the supervision of such attorney, or signature of a party to the instrument if such party has prepared the instrument)

EXHIBIT C

PAYMENT AGREEMENT
AND PROMISSORY NOTE

LIGER 1001 FOLIO 090

BOOK 0006 PAGE 456 A

THIS PAYMENT AGREEMENT AND PROMISSORY NOTE, executed this 11th day of August, 1995, by and between the St. Mary's County Metropolitan Commission, a body politic and corporate [the "COMMISSION"], party of the first part, and Robert Walker, and Shari Walker, customer of the COMMISSION, [the "CUSTOMER"], party of the second part,

W I T N E S S E T H

WHEREAS, CUSTOMER is the owner of all that tract, part or parcel of land located at 106 Essex Drive, in Essex South Subdivision, Lexington Park, St. Mary's County, Maryland [the "Property"]; and,

WHEREAS, CUSTOMER is desirous of entering into an agreement wherein the COMMISSION will install Special Sewage Collection Services to the Property for a cost to CUSTOMER of Two Thousand Five hundred Fifty-seven and 50/100 Dollars (\$2,557.50); and,

WHEREAS, CUSTOMER is desirous of deferring payment the cost of said Special Sewage Collection Services ["Special Sewer Service Charge"]; and,

WHEREAS, the COMMISSION is willing to allow CUSTOMER to defer payment of said Special Sewer Service Charge, subject to the following conditions:

- (1) Interest on the unpaid Sewer Service Charge shall accrue at an annual rate of Six and Thirteen Hundredth Per Cent (6.1300%) interest per year.
- (2) A payment equal to the outstanding principal balance of the Special Sewer Service Charge, plus all accrued but unpaid interest (the "DEBT BALANCE"), if not sooner paid, shall be due and payable, in full, upon sale, transfer

assignment of all or part of the Property.

NOW, THEREFORE, FOR VALUE RECEIVED, CUSTOMER, jointly and severally, promises to pay to the COMMISSION, its successors and assigns, at its office in Lexington Park, Maryland, or at such other place as the COMMISSION may from time to time determine, the principal sum of Two Thousand Five Hundred Fifty-seven and 50/100 Dollars (\$2,557.50) plus interest payable as hereinafter set forth. Interest and principal shall be payable in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment as follows:

- (1) Accounting from the date hereof, to pay interest thereon of Six and Thirteen Hundredth Per Cent (6.1300%) per year.
- (2) A final payment equal to the outstanding principal balance of the Special Sewer Service Charge, together with interest as set forth above (the "DEBT BALANCE") if not sooner paid, shall be due and payable, in full, upon sale, transfer or assignment of all or part of the Property.
- (3) CUSTOMER shall have the right to defer payment of all or a portion of the Special Sewer Service Charge with the written prior approval of the COMMISSION.
- (4) CUSTOMER shall have the right prior to default, to prepay the DEBT BALANCE in whole or in part without penalty.
- (5) CUSTOMER, jointly and severally, waives presentment, protest and demand, notice of protest, notice of demand and of dishonor and non-payment of this Note.
- (6) CUSTOMER acknowledges that the DEBT BALANCE shall become and remain a lien against the Property until fully satisfied, and that the COMMISSION shall have the absolute right to execute on such lien, pursuant to Maryland Law, in the event that it becomes in the best interest of the

LIBER 1001 FOLIO 092

COMMISSION to so do.

BOOK 0006 PAGE 0458

Executed in St. Mary's County, Maryland, as of the date and year first above written.



(SEAL)

Robert Walker



(SEAL)

Shari Walker

The St. Mary's County Metropolitan Commission joins in the execution of these presents to acknowledge acceptance of the foregoing Agreement.

St. Mary's County Metropolitan Commission



PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 7th day of August, 1995, by and between Dale Stanley & Carol Johnson, party of the first part, hereinafter referred to as "GRANTOR" and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of St. Mary's County, Maryland, party of the second part, hereinafter referred to as "GRANTEE",

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Rest#3902 Ropt#999999
EHA MAB BIK#1441
Sep 28, 1995 10:56

WITNESSETH

WHEREAS, GRANTOR is the owner of all of that tract, part or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 8/77 and recorded among the Land Records of St. Mary's County, Maryland, at Liber MRB 279, Folio 69, hereinafter referred to as the "Property"; and,

RECORDING FEE 0.00
TOTAL 0.00
Rest#3902 Ropt#999999

WHEREAS, GRANTOR is desirous of participating in the installation of a sewage grinder pump to serve the Property, in lieu of the existing gravity sewer, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain terms and conditions; NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assignees, forever, the right to enter upon the lands of the GRANTOR and to install thereupon a sewage grinder pump and associated equipment, and thereafter to operate, maintain, repair, and inspect said sewage grinder pump and associated equipment and remove and replace all necessary materials and equipment associated therewith.

EHA MAB BIK#1441
Sep 28, 1995 11:24

The general location of the sewage grinder pump, hereinafter referred to as the

"Facilities" as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area") are as shown on the drawing attached hereto as Exhibit A, and incorporated herein.* The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of ten foot wide parcel of land parallel to and centered over a proposed underground electric cable that will connect the sewage grinder pump to the residence located on the Property, and a circular area having a radius of five (5) feet centered over the sewage grinder pump.

GRANTOR does further grant unto GRANTEE the right to enter upon the Property to construct and maintain a control panel/alarm on the side of said residence and any underground electric service line which shall connect the sewage grinder pump to the control/alarm panel, the location of which shall be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense, for maintenance of that portion of the sewer line connecting the residence to the sewage grinder pump.
3. GRANTEE shall be responsible for the installation of adequate Two Hundred Twenty (220) volt electric service from the GRANTOR'S existing electric service breaker, to a new electrical control panel/alarm to be installed by GRANTEE, to be located on the exterior of the residence pursuant to conditions set forth by GRANTEE. GRANTEE shall obtain any necessary permits and assure that the installation of said electrical service shall be done in accordance with all applicable regulations and specifications.
4. GRANTOR shall not erect any building or similar improvement over, or within, five (5) feet of the pressure sewer line or sewage grinder pump; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by GRANTEE.
5. GRANTEE shall save the GRANTOR harmless for any and all liability

* To be provided after installation, and by mutual agreement

caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and date first above written.

WITNESS the due execution hereof:

Dale Stanley Johnson (SEAL)

Dale Stanley Johnson

Carol Johnson (SEAL)

Carol Johnson

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by _____

Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 7th day of August

1995 before me, the subscriber, a Notary Public in the county

aforsaid, personally appeared Dale Stanley & Carol Johnson

and that he/she/they acknowledged the execution of the foregoing

Agreement to be ~~his/her~~ their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96

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

I HEREBY CERTIFY that on this 17th day of _____

August, 1995 before me, a Notary Public in and for the

County of St. Mary's aforesaid personally appeared Larry K. Petty,

Director of the St. Mary's County Metropolitan Commission, and on

behalf of said Commission did acknowledge the foregoing instru-

ment to be the act and deed of the St. Mary's County Metropolitan
Commission.

Notary Public

Louisa G. Bryan

My Commission Expires: 2/1/96

THE UNDERSIGNED, owner(s) of that tract, piece or parcel of improved real property located in the Eighth Election District of St. Mary's County, Maryland, known as Dale Stanely & Carol Johnson, more particularly described in a deed dated 8/77 and attached hereto as Exhibit A, and incorporated herein, in consideration for the installation by the St. Mary's County Metropolitan Commission [the "COMMISSION"] of certain specialized sewage collection facilities, more particularly described in Exhibit B, attached hereto and incorporated herein, hereby agrees to the imposition of a Special Sewer Service charge, in the amount of Two Thousand five hundred fifty seven and 50/100 Dollars (\$2,557.50), payable at the time the installation is completed. The installation shall take no more than three working days.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED THIS 7th DAY OF August, 1995.

Dale Stanley Johnson (SEAL)
Dale Stanley Johnson

Carol Johnson (SEAL)
Carol Johnson

EXHIBITS:

- A. Deed
- B. Specialized Sewer Services

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

I HEREBY CERTIFY that on this 7th day of August, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Dale Stanley + Carol Johnson and that ~~he/she~~/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96.

LIBER 1001 FOLIO 98

BOOK 3306 PAGE 0464

ST MARY'S COUNTY METROPOLITAN COMMISSION

by *Larry K. Petty*
Larry K. Petty, Director

STATE OF Maryland COUNTY OF St. Mary's

to wit:

I HEREBY CERTIFY that on this 17th day of
August, 1995, before me, a Notary Public in and for
the County of St. Mary's aforesaid, personally appeared
Larry K. Petty, Director of the St. Mary's County
Metropolitan Commission, and on behalf of said Commission did
acknowledge the foregoing instrument to be the act and deed of
the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public

My Commission Expires: 2/1/96

EXHIBIT A

DEED - FEE SIMPLE - INDIVIDUAL GRANTEE - LONG FORM

TIME 4:16 p.m.
MAY 2, 1977
ST. MARY'S CO.

LIBER 279 PAGE 69

BOOK 0006 PAGE 0465

648.00
RT — 363.00
TT — 275.00
RT — 10.00

This Deed, MADE THIS 30th day of August

in the year one thousand nine hundred and seventy-seven _____ by and between
 Kenneth W. Kelley, Attorney in Fact for Eugene Allan Schotta and Gloriana Schotta,
 his wife, _____
 of St. Mary's County, Maryland, Party _____ of the first part, and
 Dale Stanley Johnson and Carol I. Johnson, his wife, Parties _____
 of the second part.

WITNESSETH, That in consideration of the sum of one dollar and other good and
 valuable considerations, the receipt of which is hereby acknowledged _____
 the said Kenneth W. Kelley, Attorney in Fact for Eugene Allan Schotta and Gloriana
 Schotta, his wife _____

do es grant and convey to the said Dale Stanley Johnson and Carol I. Johnson, his
 wife as tenants by the entireties, their assigns and the survivor of them, and
 the heirs and assigns of said survivor _____
 _____, in fee simple, all that
 _____ lot _____ of ground situate in the Eighth Election District of St. Mary's
 County, Maryland _____
 and described as follows, that is to say:

Lot Numbered Eleven (11) of the Subdivision called and known as Essex South,
 Section Two (2) as per Plat prepared by Lorenzi, Dodds & Gunnill, dated June 24,
 1968 and recorded among the land records of St. Mary's County, Maryland in Liber
 No. 7, folio 3.

Being all and the same land which was conveyed to the within grantors by deed
 from David Frederick Palmer et ux, dated October 1, 1973 and recorded in Liber
 D.B.K. No. 199, folio 172, one of the land records of St. Mary's County, Maryland.

Subject to all restrictions, right of way easements and other conditions contained
 in deeds forming the chain of title to the captioned property.

This is to certify that all taxes on
 this property have been paid to
 including the tax for the year of
 1977

Francis J. Cull
 St. Mary's County, Md.

This is to certify that the within
 statement was prepared by the undersigned
 ATTORNEY, duly qualified to practice law
 in the State of Maryland, and that the
 GRANTOR is the owner of said land.

Aug. 31, 1977
Carol I. Johnson

John W. Weimer
 ATTORNEY

LIBER 100 | FOLIO 99

LIBER 1001 FOLIO 100

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND To HOLD the said described lot _____ of ground and premises to the said Dale Stanley Johnson and Carol I. Johnson, his wife, as tenants by the entireties, their assigns and the survivor of them, and the heirs and assigns of said survivor

_____ , in fee simple.

AND the said part Y of the first part hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed: that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor

Test:

John I. [unclear]

Eugene Allan Schotta (SEAL)
Eugene Allan Schotta

By: Kenneth W. Kelley
Kenneth W. Kelley, Attorney in Fact

Gloriana Schotta (SEAL)
Gloriana Schotta

By: Kenneth W. Kelley
Kenneth W. Kelley, Attorney in Fact

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

I HEREBY CERTIFY, That on this 30th day of August _____, in the year one thousand nine hundred and seventy-seven _____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Kenneth W. Kelley, Attorney in Fact for Eugene Allan Schotta and Gloriana Schotta, his wife known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Ann B. [unclear]
Notary Public

My Commission expires: 7/1/78

[unclear]

9-22-77

MARY R. BELL C

BOOK 0006 PAGE 0467

LIBER 1001 FOLIO 144

PERMANENT EASEMENT AND AGREEMENT

RECORDING FEE 3.00
TOTAL 3.00
RECORDED NO. 4533333
EPA NO. 31441842
SEP 28, 1995 02:13 PM

THIS EASEMENT AND AGREEMENT, made this 16th day of August, 1995, by and between James N. McLeod, Jr., & Patricia McLeod party of the first part, hereinafter referred to as "GRANTOR" and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of St. Mary's County, Maryland, party of the second part, hereinafter referred to as "GRANTEE",

RECORDING FEE 3.00
TOTAL 3.00
RECORDED NO. 4533333
EPA NO. 31441842
SEP 28, 1995 02:13 PM

WITNESSETH

WHEREAS, GRANTOR is the owner of all of that tract, part or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated 06/30/94 and recorded among the Land Records of St. Mary's County, Maryland, at Liber EWA 910, Folio 223, hereinafter referred to as the "Property"; and,

WHEREAS, GRANTOR is desirous of participating in the installation of a sewage grinder pump to serve the Property, in lieu of the existing gravity sewer, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain terms and conditions; NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assignees, forever, the right to enter upon the lands of the GRANTOR and to install thereupon a sewage grinder pump and associated equipment, and thereafter to operate, maintain, repair, and inspect said sewage grinder pump and associated equipment and remove and replace all necessary materials and equipment associated therewith.

The general location of the sewage grinder pump, hereinafter referred to as the

"Facilities" as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area") are as shown on the drawing attached hereto as Exhibit A, and incorporated herein.* The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of ten foot wide parcel of land parallel to and centered over a proposed underground electric cable that will connect the sewage grinder pump to the residence located on the Property, and a circular area having a radius of five (5) feet centered over the sewage grinder pump.

GRANTOR does further grant unto GRANTEE the right to enter upon the Property to construct and maintain a control panel/alarm on the side of said residence and any underground electric service line which shall connect the sewage grinder pump to the control/alarm panel, the location of which shall be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense, for maintenance of that portion of the sewer line connecting the residence to the sewage grinder pump.
3. GRANTEE shall be responsible for the installation of adequate Two Hundred Twenty (220) volt electric service from the GRANTOR's existing electric service breaker, to a new electrical control panel/alarm to be installed by GRANTEE, to be located on the exterior of the residence pursuant to conditions set forth by GRANTEE. GRANTEE shall obtain any necessary permits and assure that the installation of said electrical service shall be done in accordance with all applicable regulations and specifications.
4. GRANTOR shall not erect any building or similar improvement over, or within, five (5) feet of the pressure sewer line or sewage grinder pump; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by GRANTEE.
5. GRANTEE shall save the GRANTOR harmless for any and all liability

* To be provided after installation, and by mutual agreement

BOOK 0006 PAGE 0469

LIBER 1001 FOLIO 146

caused by the GRANTEE, its agents or employees, in the exercise of the rights granted herein.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and date first above written.

WITNESS the due execution hereof.

_____ (SEAL)
 James N. McLeod, Jr.

_____ (SEAL)
 Patricia McLeod

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by _____
 Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 16th day of August,
 1995 before me, the subscriber, a Notary Public in the county
 aforesaid, personally appeared James N. McLeod, Jr. + Patricia McLeod
 and that he/she/they acknowledged the execution of the foregoing
 Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
 Notary Public

My Commission Expires: 2/1/96.

EXHIBIT A

LINE 0910 PAGE 223

11:20AM06/30/94E	DEED	\$14.00
11:20AM06/30/94E	RECTRX	\$693.00
11:20AM06/30/94E	TR. TRX	\$375.00
11:20AM06/30/94E	CHTYTT	\$900.00
11:20AM06/30/94E	SURCH	\$5.00

BOOK 0006 PAGE 0471
 LIBER 1001 FOLIO 148

THIS DEED, made this 24th day of June, 1994, by and between THOMAS J. WOODBURN and ELLEN CAROLYN WOODBURN, Grantors, Parties of the First Part, and JAMES N. MCLEOD, JR. and PATRICIA MCLEOD, Grantees, Parties of the Second Part.

WITNESSETH, that in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$105,000.00), receipt of which is hereby acknowledged, the said Thomas J. Woodburn and Ellen Carolyn Woodburn, do hereby grant and convey to the said James N. McLeod, JR. and Patricia McLeod, as Tenants by the Entireties, their personal representatives/successors and assigns, in fee simple, all of that tract, parcel or lot of land situate in the Eighth Election District of St. Mary's County, Maryland, and described as follows, that is to say:

LOT NUMBERED Twenty Five (25), (also designated as Lot Numbered Twenty Five (25), Block B), of the subdivision called and known as Essex South as per Plat thereof prepared by Lorenzi, Dodds and Gunnill, Registered Land Surveyors, on May 25, 1967 and which is recorded among the Land Records of St. Mary's County, Maryland at Plat Liber CBG No. 6 Folio 58.

BEING all and the same land conveyed to the within Grantors, by Deed dated January 22, 1994 and recorded in Liber 0858 folio 108, among the Land Records of St. Mary's County, Maryland.

Pursuant to the provisions of Article Tax Property Section 13-203(b), the undersigned Grantee hereby makes oath that the residence on the property described herein shall be occupied by the said Grantee as their principal residence, and that he is a first-time home buyers.

James N. McLeod, Jr.
 JAMES N. MCLEOD, JR.

Patricia McLeod
 PATRICIA MCLEOD

Subscribed and sworn to before me this 24th day of June, 1994

Joseph P. McLeod
 Notary Public

My Commission Expires: 7/24/94

SUBJECT TO EASEMENTS, RIGHTS OF WAY, COVENANTS AND RESTRICTIONS OF RECORD.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said James N. McLeod, Jr. and Patricia McLeod, as Tenants by the Entireties, their assigns and

BOOK 0006 PAGE 0472
LIBER 1001 FOLIO 149

the survivor of them, and the heirs and assigns of said survivor, in fee simple.

And the said Parties of the First Part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantors:

Witness:

[Signature]

[Signature]
THOMAS J. WOODBURN

[Signature]

[Signature]
ELLEN CAROLYN WOODBURN

STATE OF MARYLAND, COUNTY OF ST. MARY'S, To Wit:

I hereby certify that on this 24th day of June, 1994, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Thomas J. Woodburn and Ellen Carolyn Woodburn, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act and in my presence signed and sealed the same.

Witness my hand and Notarial Seal.

[Signature]
Notary Public



My commission expires: 7/24/94

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

[Signature]
Attorney at Law

WHEN RECORDED RETURN TO WEINER, WEINER, AND WEINER, P.A.

C:mleod-d

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 1993, TAX ID # 08-11012-9
[Signature] TREASURER
ST. MARY'S COUNTY, MD.

RECEIVED FOR TRANSFER
State Department of
Assessment and Taxation
St. Mary's County
[Signature]
6-28-94

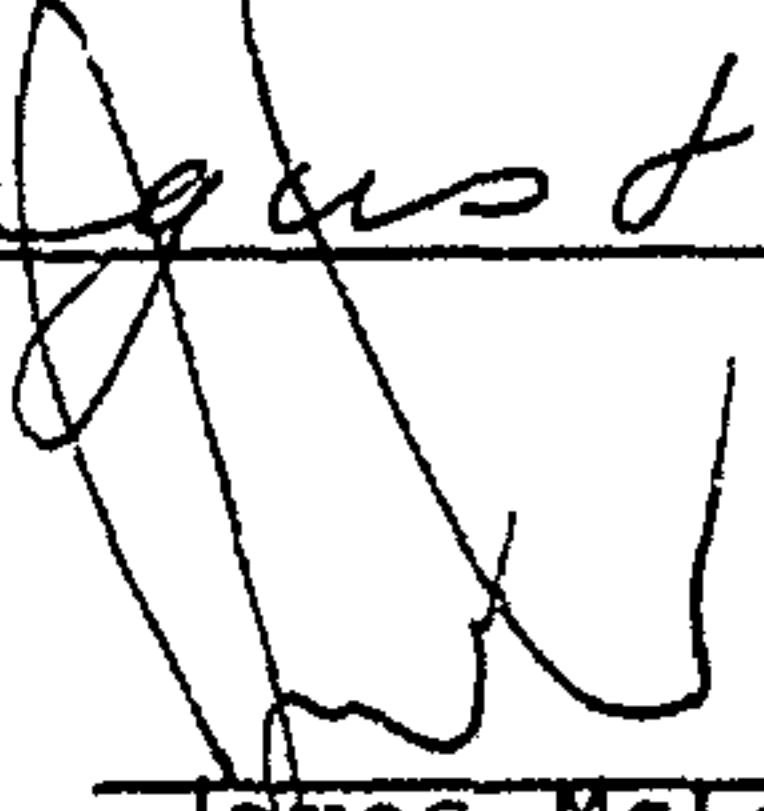
LIBER 1001 FOLIO 150

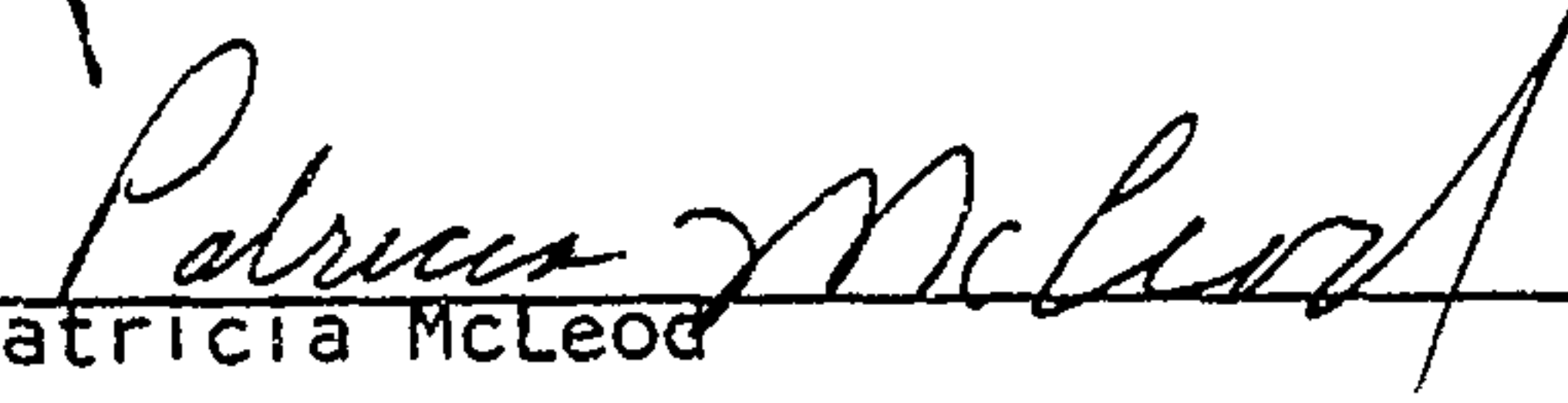
SPECIAL SEWER SERVICE CHARGE AGREEMENT

BOOK 0006 PAGE 0473

THE UNDERSIGNED, owner(s) of that tract, piece or parcel of improved real property located in the Eighth Election District of St. Mary's County, Maryland, known as James McLeod, Jr. & Patricia McLeod more particularly described in a deed dated 6/30/94 and attached hereto as Exhibit A, and incorporated herein, in consideration for the installation by the St. Mary's County Metropolitan Commission [the "COMMISSION"] of certain specialized sewage collection facilities, more particularly described in Exhibit B, attached hereto and incorporated herein, hereby agrees to the imposition of a Special Sewer Service charge, in the amount of Two Thousand five hundred fifty seven and 50/100 Dollars (\$2,557.50), payable in one hundred twenty (120) monthly installments of principal and interest at the rate of Six & 13/100 per cent (6.13%) per annum, in the amount of Twenty-eight and 56/00 Dollars (\$28.56). To further ensure the payment of the Special Sewer Service Charge the undersigned has executed a Payment Agreement and Promissory Note, a copy of which is attached hereto as Exhibit C, and incorporated herein, which further sets forth additional terms and conditions of said payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED THIS 16th DAY OF August, 1995.


 _____ (SEAL)
 James McLeod, Jr..


 _____ (SEAL)
 Patricia McLeod

EXHIBITS:

- A. Deed
- B. Specialized Sewer Services
- C. Payment Agreement and Promissory Note

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

I HEREBY CERTIFY that on this 16th day of August, 1995 before me, the subscriber, a Notary Public in the county

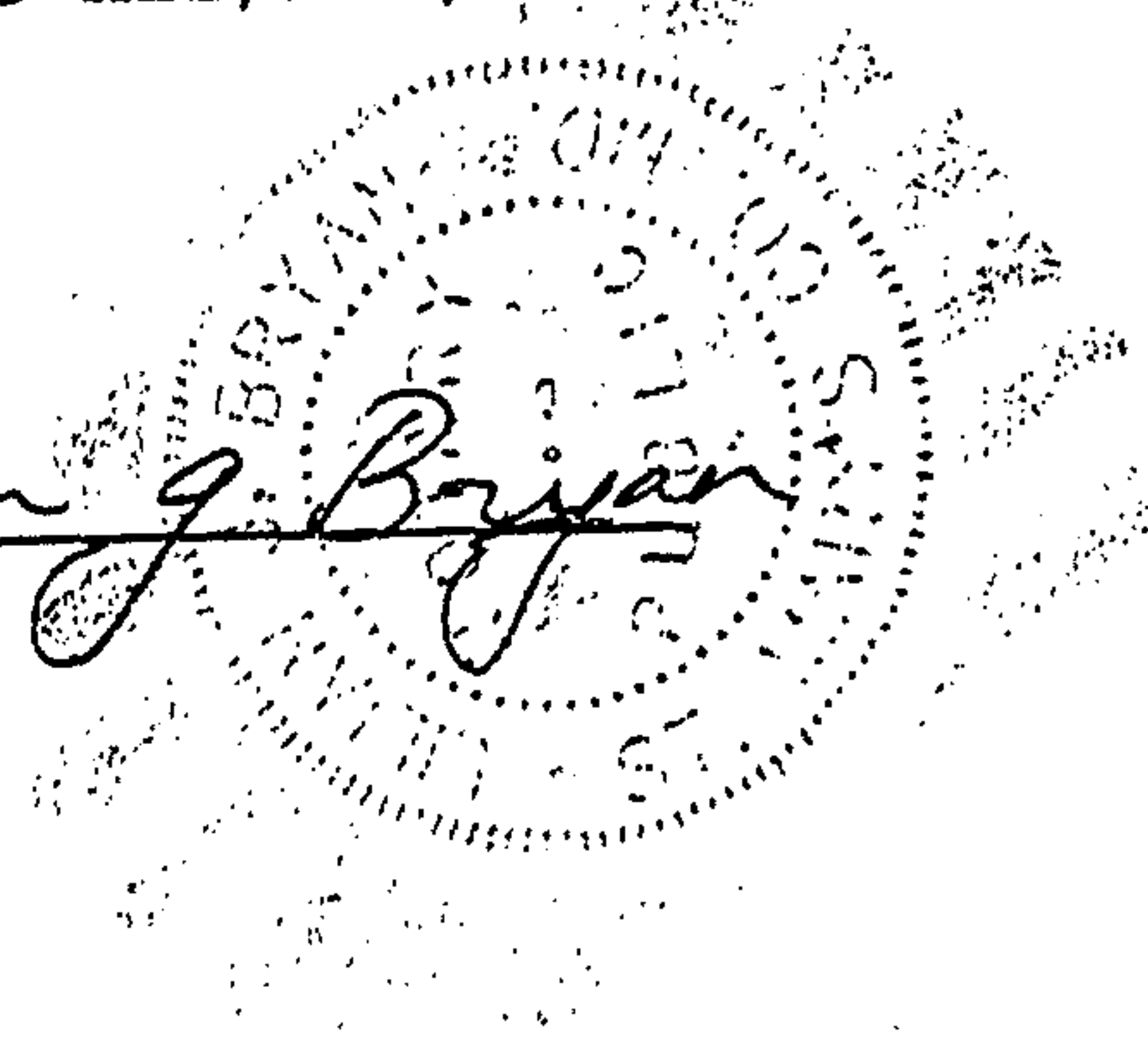
BOOK 0006 PAGE 0474

LIBER 1001 FOLIO 151

aforesaid, personally appeared James McLeod Jr. + Patricia McLeod and that he/she/they acknowledged the execution of the foregoing Special Sewer Service Charge Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



My Commission Expires: 2/1/96.

ST. MARY'S COUNTY METROPOLITAN COMMISSION

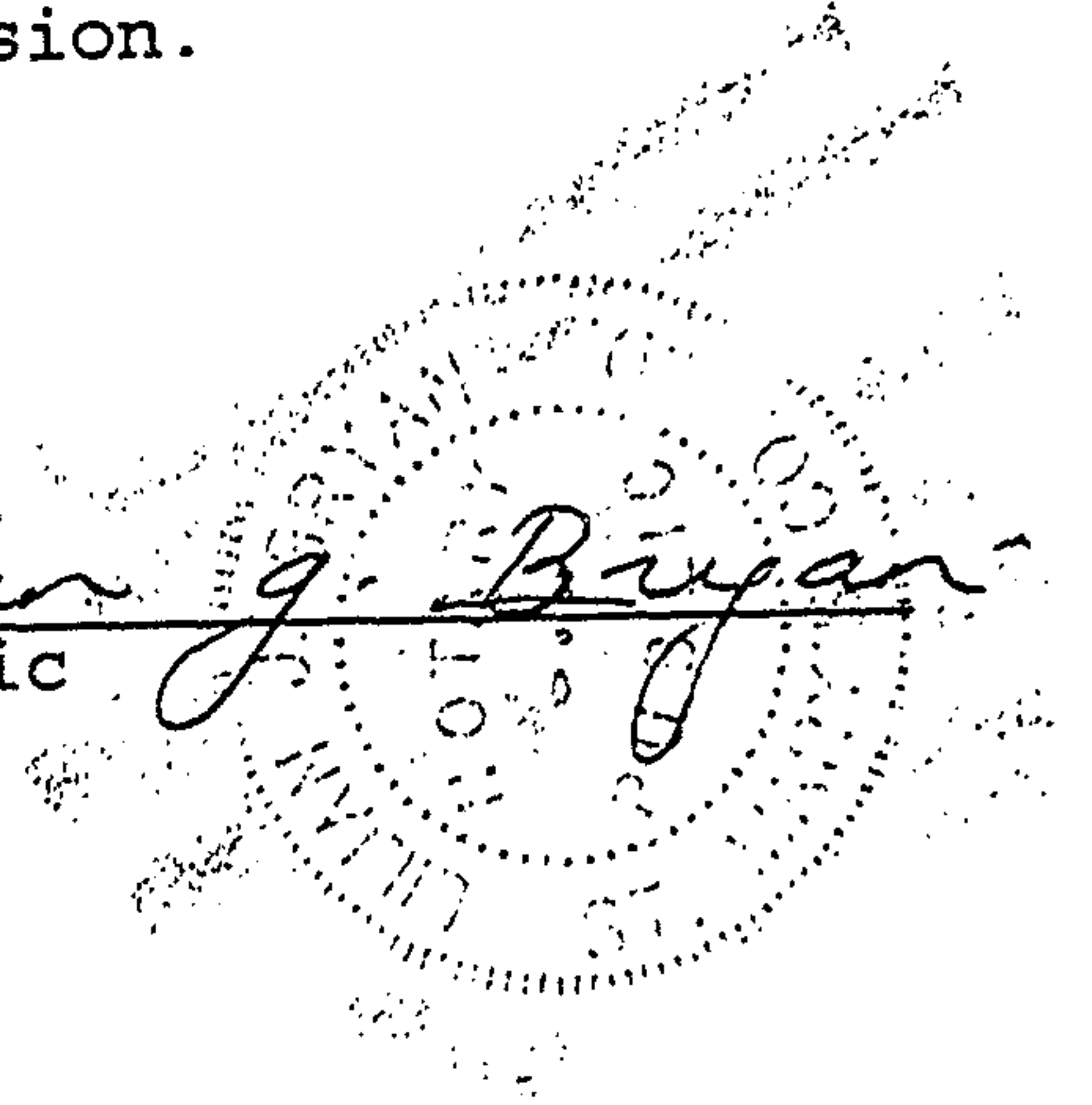
by [Signature]
Larry K. Petty, Director

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

I HEREBY CERTIFY that on this 17th day of August 1995, before me, a Notary Public in and for the County of St. Mary's aforesaid, personally appeared Larry K. Petty, Director of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian J. Bryan
Notary Public



My Commission Expires: 2/1/96.

BOOK 0006 PAGE 0475

PAYMENT AGREEMENT
AND PROMISSORY NOTE

THIS PAYMENT AGREEMENT AND PROMISSORY NOTE, executed this 16th day of August, 1995, by and between the St. Mary's County Metropolitan Commission, a body politic and corporate [the "COMMISSION"], party of the first part, and James McLeod, Jr., and Patricia McLeod, customer of the COMMISSION, [the "CUSTOMER"], party of the second part,

W I T N E S S E T H

WHEREAS, CUSTOMER is the owner of all that tract, part or parcel of land located at 108 Essex Drive in Essex South Subdivision, Lexington Park, St. Mary's County, Maryland [the "Property"]; and,

WHEREAS, CUSTOMER is desirous of entering into an agreement wherein the COMMISSION will install Special Sewage Collection Services to the Property for a cost to CUSTOMER of Two Thousand Five hundred Fifty-seven and 50/100 Dollars (\$2,557.50); and,

WHEREAS, CUSTOMER is desirous of deferring payment the cost of said Special Sewage Collection Services ["Special Sewer Service Charge"]; and,

WHEREAS, the COMMISSION is willing to allow CUSTOMER to defer payment of said Special Sewer Service Charge, subject to the following conditions:

- (1) Interest on the unpaid Sewer Service Charge shall accrue at an annual rate of Six and Thirteen Hundredth Per Cent (6.1300%) interest per year.
- (2) A payment equal to the outstanding principal balance of the Special Sewer Service Charge, plus all accrued but unpaid interest (the "DEBT BALANCE"), if not sooner paid, shall be due and payable, in full, upon sale, transfer

assignment of all or part of the Property.

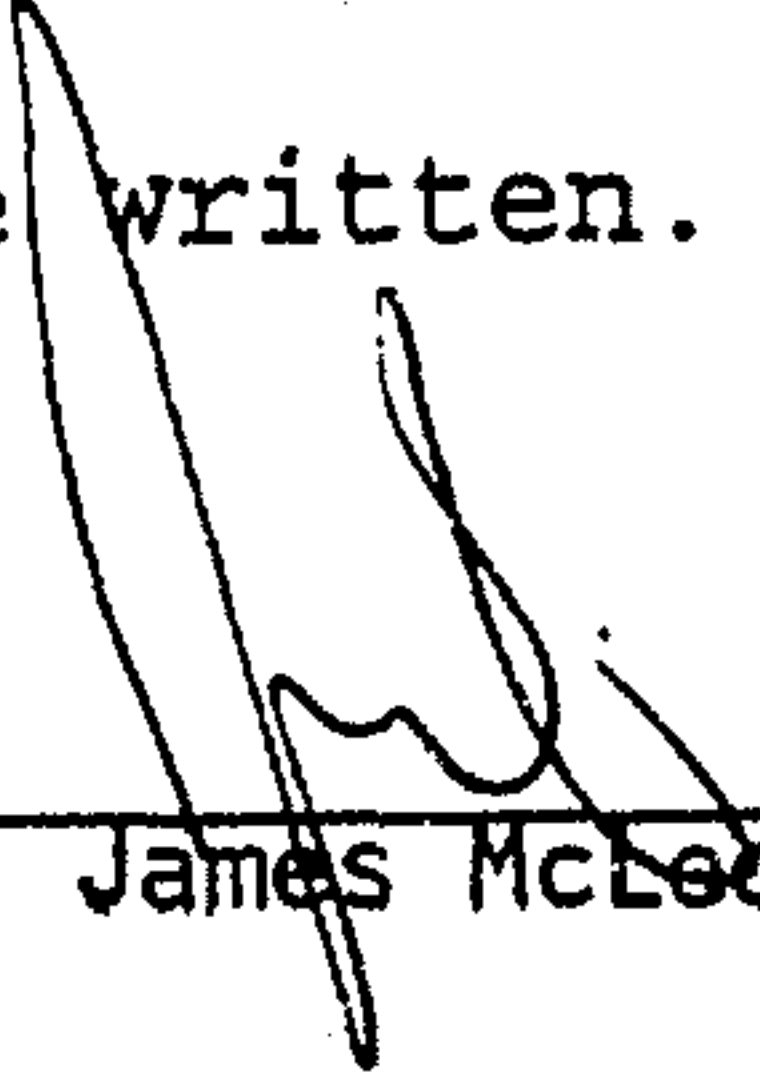
NOW, THEREFORE, FOR VALUE RECEIVED, CUSTOMER, jointly and severally, promises to pay to the COMMISSION, its successors and assigns, at its office in Lexington Park, Maryland, or at such other place as the COMMISSION may from time to time determine, the principal sum of Two Thousand Five Hundred Fifty-seven and 50/100 Dollars (\$2,557.50) plus interest payable as hereinafter set forth. Interest and principal shall be payable in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment as follows:

- (1) Accounting from the date hereof, to pay interest thereon of Six and Thirteen Hundredth Per Cent (6.1300%) per year.
- (2) A final payment equal to the outstanding principal balance of the Special Sewer Service Charge, together with interest as set forth above (the "DEBT BALANCE") if not sooner paid, shall be due and payable, in full, upon sale, transfer or assignment of all or part of the Property.
- (3) CUSTOMER shall have the right to defer payment of all or a portion of the Special Sewer Service Charge with the written prior approval of the COMMISSION.
- (4) CUSTOMER shall have the right prior to default, to prepay the DEBT BALANCE in whole or in part without penalty.
- (5) CUSTOMER, jointly and severally, waives presentment, protest and demand, notice of protest, notice of demand and of dishonor and non-payment of this Note.
- (6) CUSTOMER acknowledges that the DEBT BALANCE shall become and remain a lien against the Property until fully satisfied, and that the COMMISSION shall have the absolute right to execute on such lien, pursuant to Maryland Law, in the event that it becomes in the best interest of the

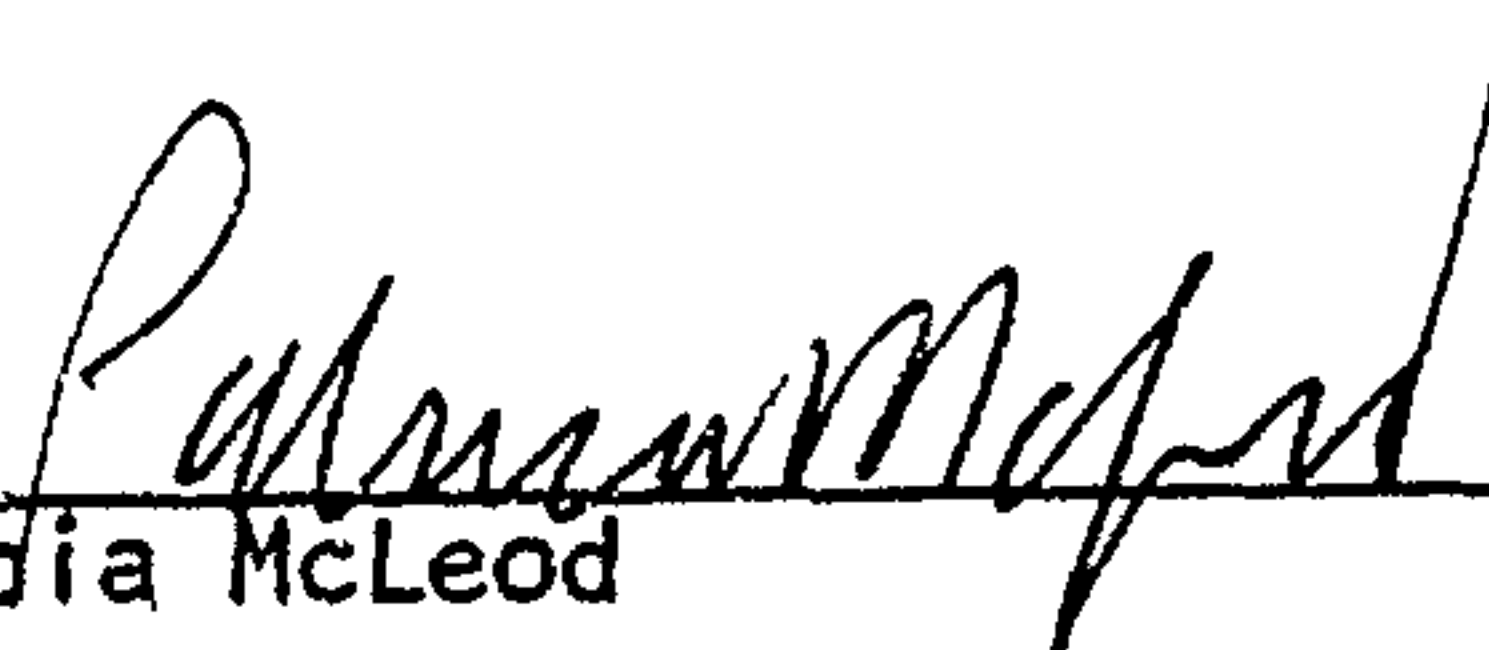
LIBER 1001 FOLIO 154

COMMISSION to so do.

Executed in St. Mary's County, Maryland, as of the date and year first above written.




James McLeod, Jr.. (SEAL)



Patricia McLeod (SEAL)

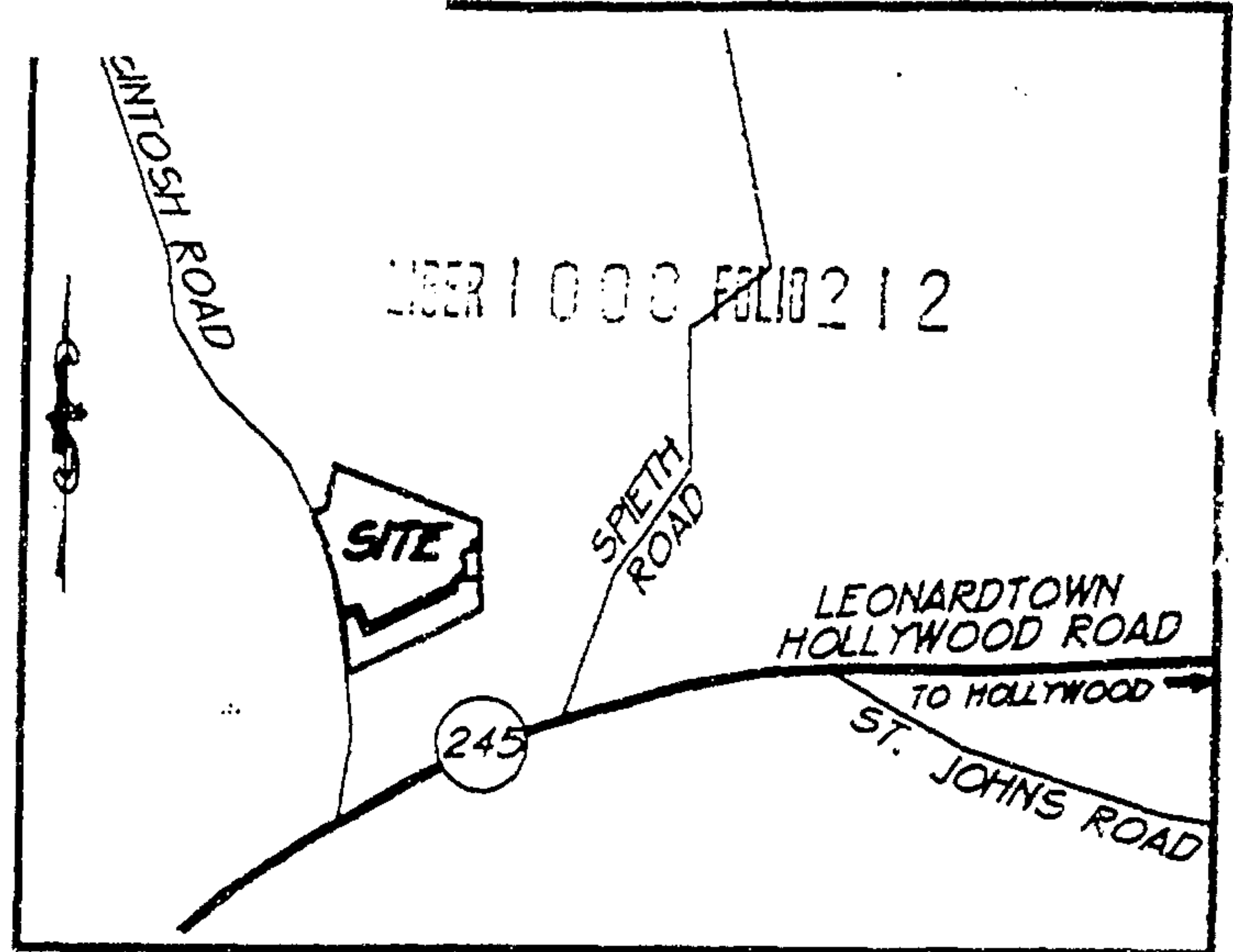
The St. Mary's County Metropolitan Commission joins in the execution of these presents to acknowledge acceptance of the foregoing Agreement.

St. Mary's County Metropolitan Commission



GENERAL NOTES:

- 1) THE PURPOSE OF THIS PLAT IS TO CREATE AN EASEMENT AROUND THE PROPOSED PUMP HOUSE, GROUND WATER STORAGE TANK, AND DRILLED WELLS AS WELL AS CREATE AN ACCESS EASEMENT FOR USE BY THE ST. MARY'S METROPOLITAN COMMISSION.
- 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY SHOW OTHER EASEMENTS, CONVEYANCES, RIGHTS-OF-WAY, COVENANTS, OR MORE STRINGENT BUILDING RESTRICTION LINES THAN SHOWN HEREON. THIS IS NOT A PROPERTY LINE SURVEY.



BOOK 0008 PAGE 0479

LOCATION MAP

SCALE: 1"=1200'

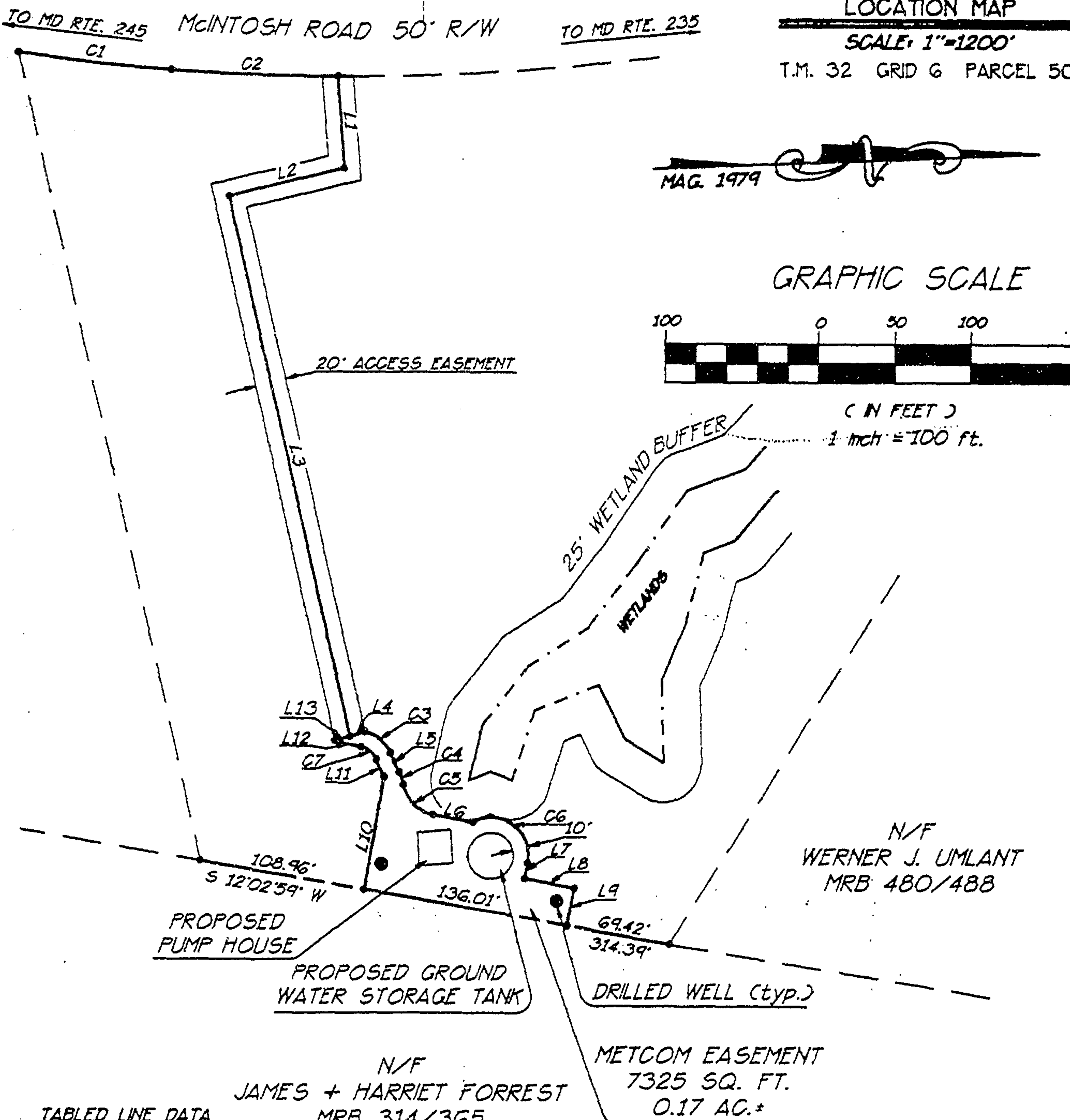
T.M. 32 GRID 6 PARCEL 50



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



TABLED LINE DATA

LINE	DIRECTION	DISTANCE
L1	N 87°40'33" E	58.39'
L2	S 117°44' E	77.07'
L3	N 78°40'16" E	356.85'
L4	N 14°36'44" W	10.02'
L5	N 66°13'30" E	13.67'
L6	N 12°49'48" E	26.62'
L7	S 77°10'12" E	10.31'
L8	N 12°49'48" E	33.93'
L9	S 77°10'12" E	24.48'
L10	N 78°22'17" W	73.65'
L11	S 66°13'30" W	12.12'
L12	S 15°20'01" W	17.36'
L13	N 14°36'44" W	10.02'

TABLED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1170.92'	99.43'	49.74'	99.40'	N 08°32'01" E	04°51'55"
C2	1662.02'	109.45'	54.74'	109.43'	N 04°12'53" E	03°46'23"
C3	25.00'	22.21'	11.90'	21.48'	N 40°46'45" E	50°53'30"
C4	35.00'	8.31'	4.17'	8.29'	N 73°01'35" E	13°36'09"
C5	25.00'	29.23'	16.55'	27.60'	N 46°19'44" E	66°59'51"
C6	25.00'	56.53'	53.07'	45.23'	N 38°03'20" E	129°32'57"
C7	15.00'	13.32'	7.14'	12.89'	S 40°46'45" W	50°53'30"

ACCESS + UTILITY EASEMENT PLAT
 HOLLAND FORREST LANDING
 LOCATED OFF McINTOSH ROAD
 IN THE THIRD ELECTION DISTRICT
 ST. MARY'S COUNTY, MARYLAND
 FOR: ST. MARY'S CO. HOUSING AUTHORITY

© COPYRIGHT LAST DATE INDICATED HEREON
McCRONE
 ENGINEERS PLANNERS SURVEYORS
 PRINCE FREDERICK, MD.
 (410) 535-4510
 ANNAPOLIS - CENTREVILLE - ELKTON
 LEONARDTOWN - ODYSSEA - SALISBURY - WALDORF

DRAWN BY: KSN
 SCALE: AS SHOWN
 DATE: 8/29/95
 JOB NO. 52-95-0069
 FOLDER: TM 32 G 6
 FILE: METCOM.DWG

AMENDMENT TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT, executed this 30th day of July, 1994, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter referred to as the "COMMISSION"), Party of the First Part, and ROSEBANK BROTHERS, INC., a Maryland Corporation (hereinafter referred to as "DEVELOPER"), Party of the Second Part,

W I T N E S S E T H

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS, the COMMISSION and DEVELOPER entered into a Public Works Agreement dated May 30, 1991, relating to the development of certain lands located in the Third Election District of St. Mary's County, Maryland known as WILDERNESS CLUSTER SUBDIVISION, Section 3 (the "Project"), and recorded among the Land Records of St. Mary's County, Maryland at Liber 647, Folio 0047 (hereinafter referred to as the "Public Works Agreement"); and, Reg#SW02 Rcpt#999999

WHEREAS, the Public Works Agreement provided that DEVELOPER construct certain water facilities for the benefit of the Project as set forth in Exhibit A thereof; and, EWA NB BIK#359

WHEREAS, DEVELOPER is in default in the full performance of the Public Works Agreement and has requested that amendment be made to Exhibit A of the Public Works Agreement to provide for a modification of the facilities to be constructed; and, Dec 14, 1995 03:58 PM

WHEREAS, the COMMISSION consents to the request of DEVELOPER to amend the said Exhibit A of the Public Works Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Exhibit A of the Public Works Agreement is hereby amended by substituting in its place AMENDED EXHIBIT A, attached hereto and incorporated into the Public Works Agreement.

2. All other terms and conditions of the Public Works Agreement not inconsistent with this Amendment remain in full force and effect.

WITNESS the hands and seals of the parties hereto the day and year first above written:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by [Signature]
Larry K. Petty, Director

ROSEBANK BROTHERS, INC.

by [Signature]
Robert C. Combs, President

RECORDING FEE 0.00
TOTAL 0.00
Reg#SW02 Rcpt#999999
EWA NB BIK#359
Dec 14, 1995 04:00 PM

LIBER 1019 FOLIO 530

BOOK 0006 PAGE 0481

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

I HEREBY CERTIFY that on this 24th day of July, 1994, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Larry K. Petty, Director of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan

Notary Public

My Commission expires: 2/1/96

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

I HEREBY CERTIFY that on this _____ day of July, 1994, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Robert C. Combs, who acknowledged that he was President of Rosebank Brothers, Inc., a Maryland Corporation, and on behalf of Rosebank Brothers, Inc., did acknowledge the foregoing instrument to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal.

Elizabeth Sherman
Notary Public

My Commission expires: 1/1/99

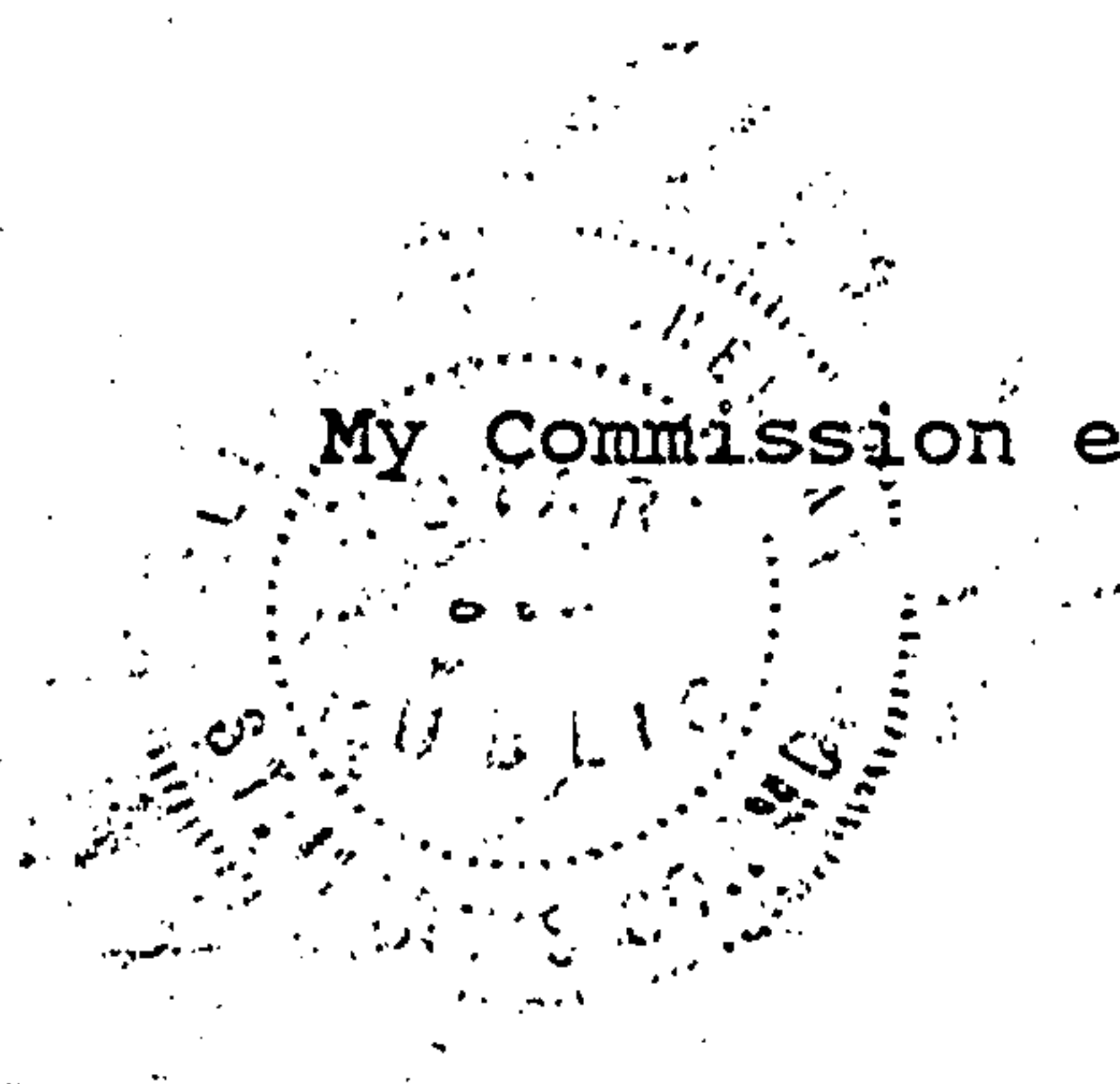


EXHIBIT A
AMENDED

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Wilderness Cluster, Sect. 3 TOTAL # OF PHASES: One

DEVELOPER: ROSEBANK BROTHERS, INC.

PHASE 1

PLAT REF: Wilderness Cluster, Sec.3 # LOTS TO BE SERVED: 32

PROJECTED CONSTRUCTION START DATE: 6/1/91

PROJECTED CONSTRUCTION COMPLETION DATE: 11/1/91

FACILITIES TO BE CONSTRUCTED*: Water distribution system installation of a developer furnished 30,000 gal. storage tank, construction and interconnection of a new 6 inch diameter well capable of 100 GPM of system pressure, all to be owned and operated by METCOMM after the projects completion.

COMMISSION PARTICIPATION: N/A

PHASE 2

PLAT REF: # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

(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, hydroneumatic 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 modifications 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.

**In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission:

JH
(Initials)

Developer:

R.L.P.
(Initials)

LIBER 1019 FOLIO 533

BOOK 0006 PAGE 0484

AMENDMENT TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT, executed this 30th day of July, 1994, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter referred to as the "COMMISSION"), Party of the First Part, and WILDERNESS RUN VENTURES, INC, a Maryland Corporation (hereinafter referred to as "DEVELOPER"), Party of the Second Part,

RECORDING FEE 0.00
TOTAL 0.00
Res#SN02 Rcp#1999999

WITNESSETH

WHEREAS, the COMMISSION and DEVELOPER entered into a Public Works Agreement dated May 30, 1991, relating to the development of certain lands located in the Third Election District of St. Mary's County, Maryland known as WILDERNESS CLUSTER SUBDIVISION, Section 2 (the "Project"), and recorded among the Land Records of St. Mary's County, Maryland at Liber 647, Folio 0025 (hereinafter referred to as the "Public Works Agreement"); and,

EWA NB BLK#359

WHEREAS, the Public Works Agreement provided that DEVELOPER construct certain water facilities for the benefit of the Project as set forth in Exhibit A thereof; and,

Dec 14, 1995 03:51 PM

WHEREAS, DEVELOPER is in default in the full performance of the Public Works Agreement and has requested that amendment be made to Exhibit A of the Public Works Agreement to provide for a modification of the facilities to be constructed; and,

WHEREAS, the COMMISSION consents to the request of DEVELOPER to amend the said Exhibit A of the Public Works Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Exhibit A of the Public Works Agreement is hereby amended by substituting in its place AMENDED EXHIBIT A, attached hereto and incorporated into the Public Works Agreement.

2. All other terms and conditions of the Public Works Agreement not inconsistent with this Amendment remain in full force and effect.

WITNESS the hands and seals of the parties hereto the day and year first above written:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

by Larry K. Petty, Director

WILDERNESS RUN VENTURES, INC.

by Robert C. Combs, President

RECORDING FEE 0.00
TOTAL 0.00
Res#SN02 Rcp#1999999
EWA NB BLK#359
Dec 14, 1995 04:01 PM

LIBER 1019 FOLIO 534

BOOK 0006 PAGE 0485

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

I HEREBY CERTIFY that on this 24th day of July, 1994, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Larry K. Petty, Director of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission expires: 2/1/96.



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

I HEREBY CERTIFY that on this 30th day of July, 1994, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Robert C. Combs, who acknowledged that he was President of Wilderness Run Ventures, Inc., a Maryland Corporation, and on behalf of Wilderness Run Ventures, Inc., did acknowledge the foregoing instrument to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal.

Elizabeth Sherman
Notary Public

My Commission expires: 1/1/99

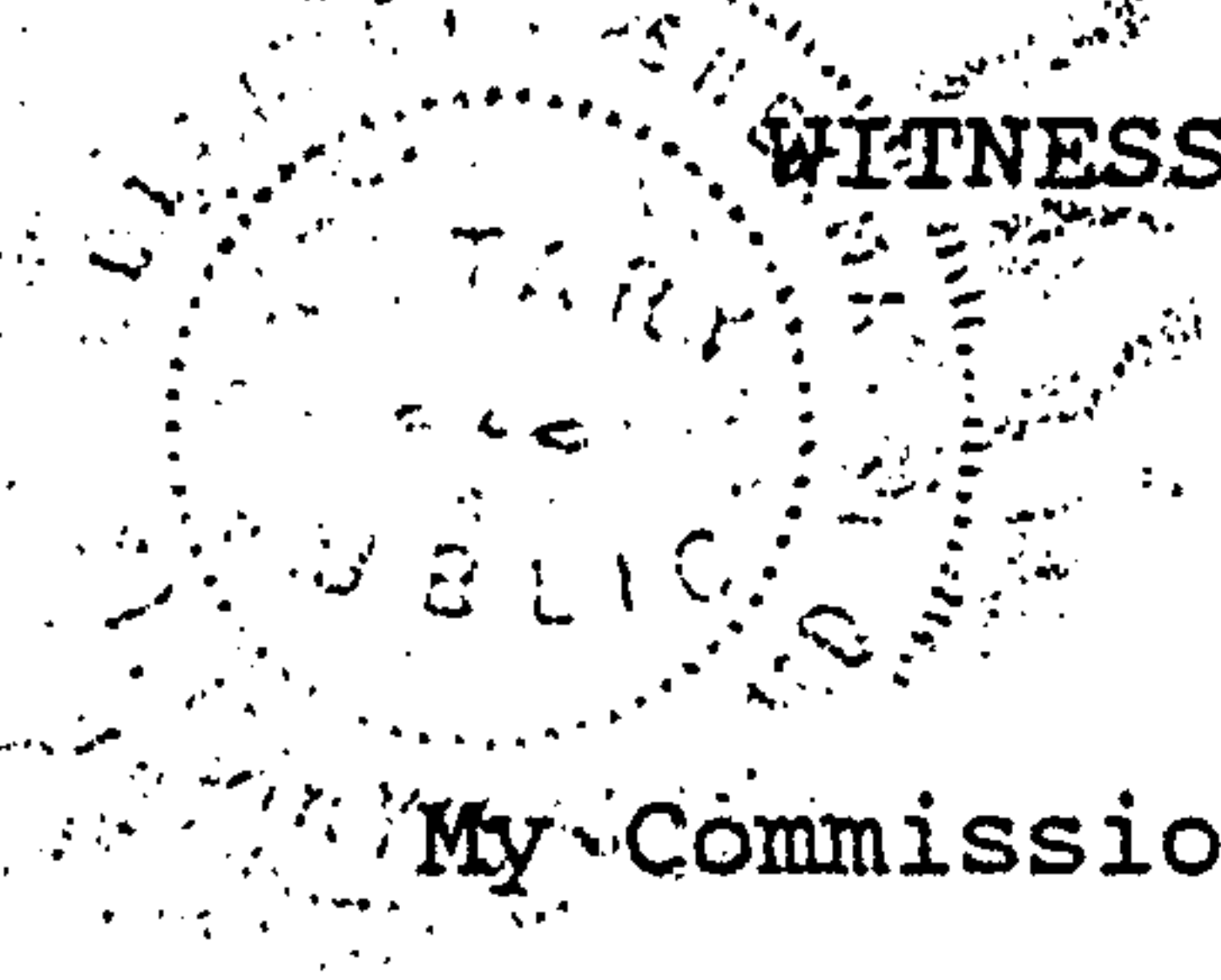


EXHIBIT A
AMENDED

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Wilderness Cluster, Sect. 2 TOTAL # OF PHASES: One

DEVELOPER: WILDERNESS RUN-VENTURES, INC.

PHASE 1

PLAT REF: Wilderness Cluster, Sec. 2 # LOTS TO BE SERVED: 29

PROJECTED CONSTRUCTION START DATE: 2/1/91

PROJECTED CONSTRUCTION COMPLETION DATE: 7/1/91

FACILITIES TO BE CONSTRUCTED*: Water distribution system, installation of a Commission furnished 30,000 gal. storage tank, fire service pumps and related piping and controls to be owned by METCOMM after the projects completion.

COMMISSION PARTICIPATION:

PHASE 2

PLAT REF: # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

COMMISSION PARTICIPATION:

PHASE 3

PLAT REF: # LOTS TO BE SERVED:

PROJECTED CONSTRUCTION START DATE:

PROJECTED CONSTRUCTION COMPLETION DATE:

FACILITIES TO BE CONSTRUCTED*:

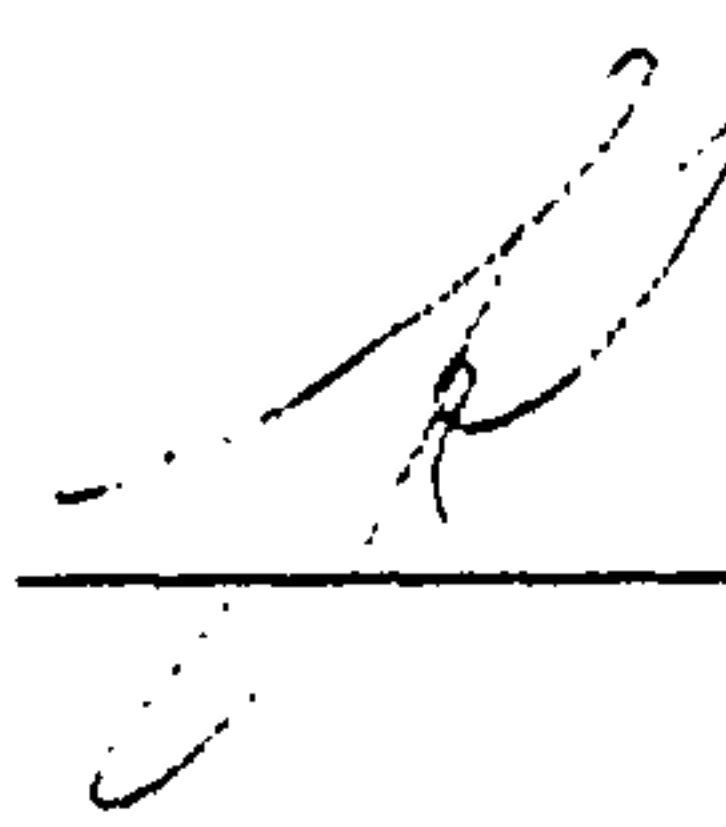
COMMISSION PARTICIPATION:

(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, hydroneumatic 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 modifications 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.

**In the event the Commission is to participate in the cost of construction, payment of the Commission's share will be made in increments consistent with the work in place.

Commission: 
(Initials)

Developer: 2.00
(Initials)

1
6

1
1

PERMANENT EASEMENT AND AGREEMENT

BOOK 0006 PAGE 0488

THIS EASEMENT AND AGREEMENT, made this 7th day of

February 1994 by and between Ella Blackwell Heirs
John R. Jordan, Life Estate ; Ellen Thompson Andrews,

party of the first part, hereinafter referred to as
"GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body
politic and corporate, party of the second part, hereinafter
referred to as "GRANTEE", WITNESSETH,

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS GRANTOR is the owner of that tract or parcel of
land situated in the Second (2nd) Election District of St.
Mary's County, Maryland, more particularly described in a
deed dated 9/3/93 and recorded among the Land
Records of St. Mary's County, at Liber 839, Folio 189
and

Reg#15403 Ref#1999999
EMA MAR 20K#1355

WHEREAS GRANTOR is desirous of voluntarily participating
in the Maryland Route 249 Sewage Project, in Sanitary
District No. 5, and in furtherance thereof has agreed to
grant certain easements to GRANTEE to provide for the
construction and maintenance of said system, and the
agreement by GRANTOR and GRANTEE to certain conditions;

Dec 20, 1995 02:56 PM

NOW, THEREFORE, in consideration of the sum of One
Dollar (\$1.00) and other good and valuable consideration, the
receipt and sufficiency of which are hereby acknowledged, and
in consideration of the mutual benefits and promises set
forth below, GRANTOR does hereby grant unto GRANTEE, its
successors and assigns, the right to enter upon the lands
owned by the GRANTOR and to construct thereupon, under or
across, a sewer system, to include a pressure sewer line and
sewage grinder pump, if applicable, and thereafter to
operate, maintain, repair, and inspect said system and remove
and replace all necessary materials and equipment associated
therewith.

The general location of the pressure sewer line, sewage
grinder pump, if applicable, and other associated equipment,

RECORDING FEE 0.00
TOTAL 0.00
Reg#15403 Ref#1999999
EMA MAR 20K#1355
Dec 20, 1995 03:23 PM

LIDER 1021 FOLD 161

BOOK 0006 PAGE 0489

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

BOOK 0006 PAGE 0490
LIBER 1021 FOLD 162

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jacqueline V. Pinsky
Jacqueline V. Pinsky

Ellen T. Andrews (SEAL)
J (SEAL)
(John R. Jordan)

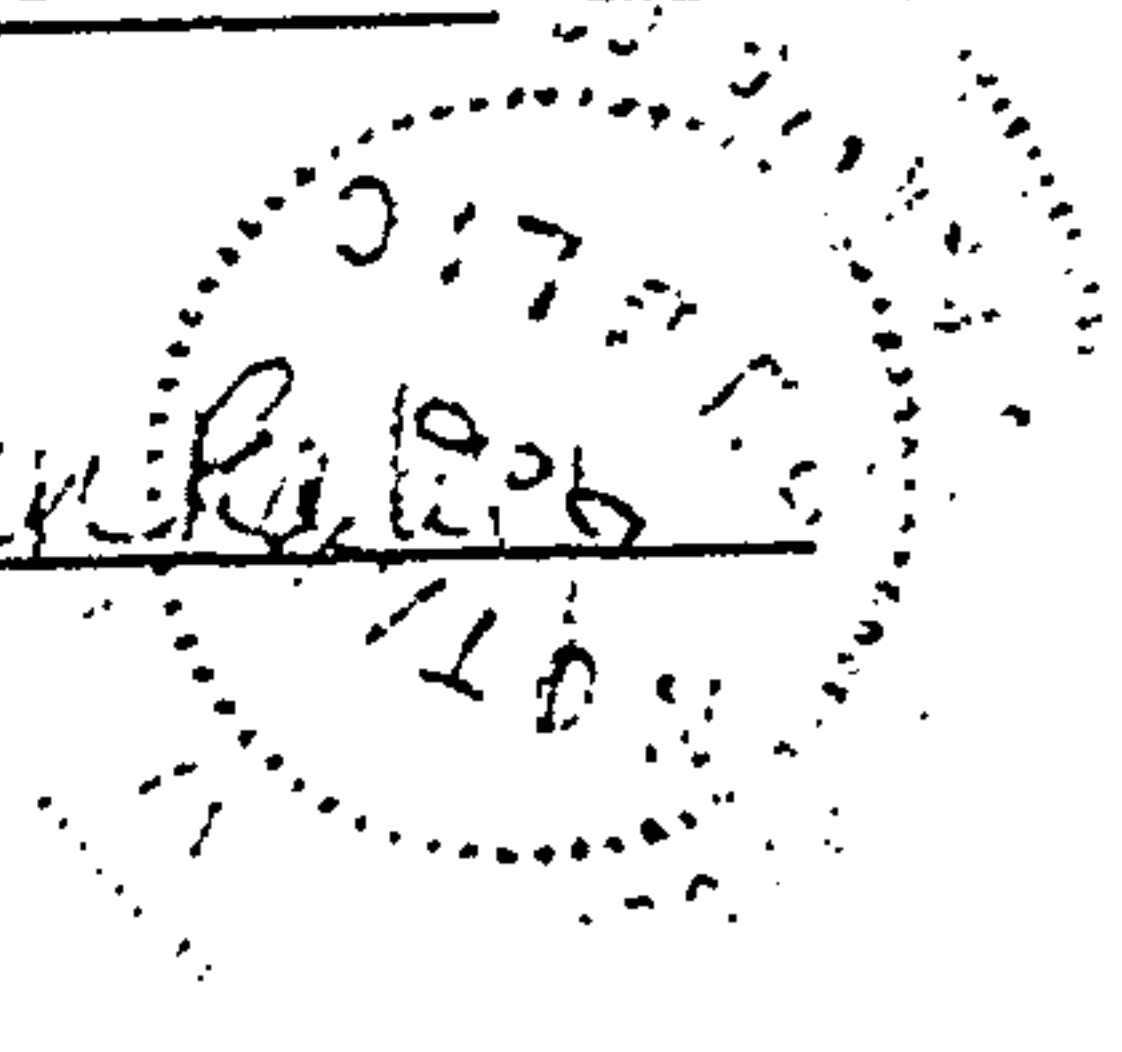
ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION
BY: [Signature] (SEAL)

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

I HEREBY CERTIFY That on this 7th day of February 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ellen T. Andrews, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jacqueline V. Pinsky
Notary Public



My Commission Expires: 3/14/96

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

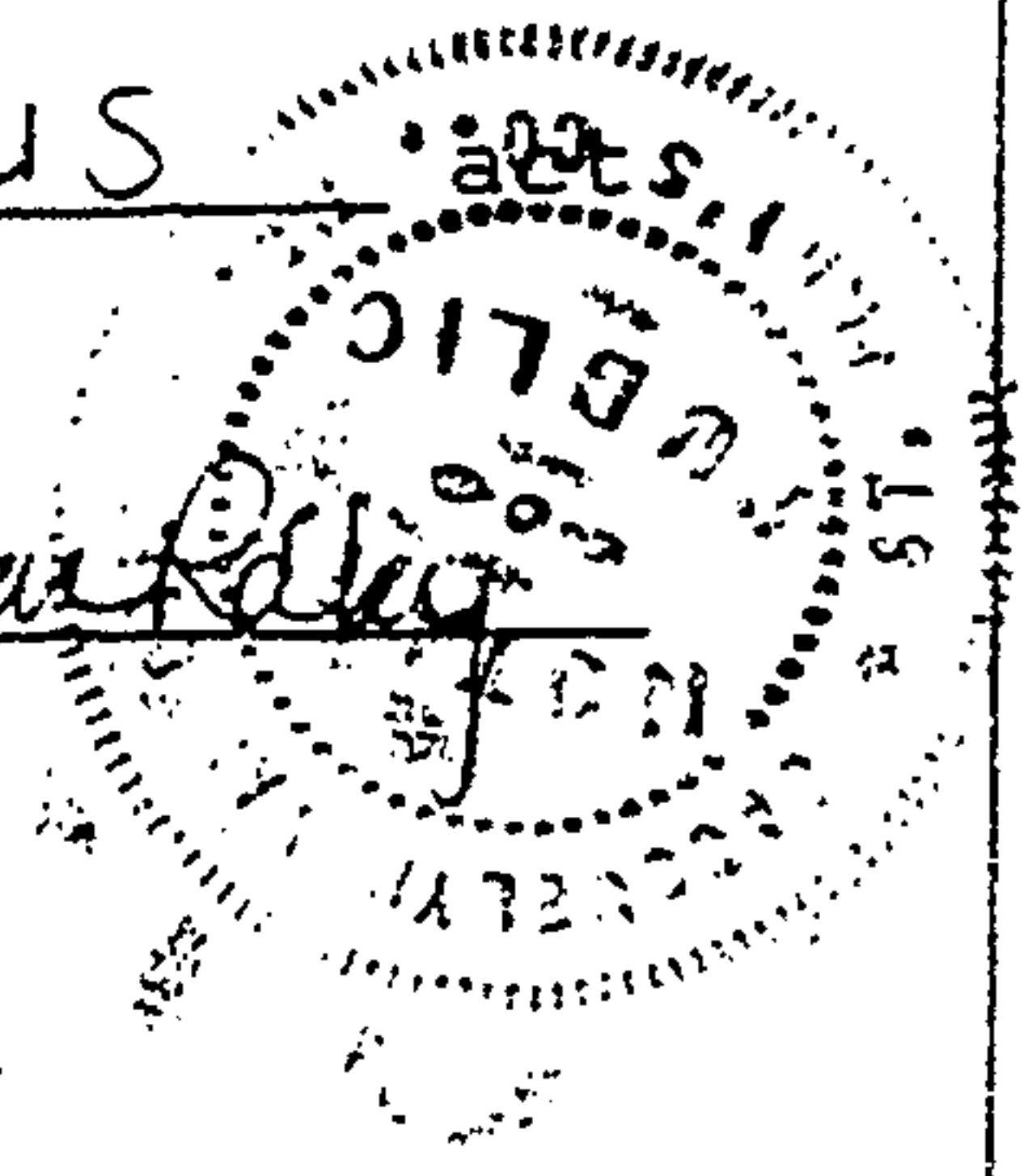
I HEREBY CERTIFY That on this 7th day of February

BOOK 0006 PAGE 0491
LIBER 1021 FOLIO 163

1994, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared _____
John R. Jordan, the GRANTOR named in the
foregoing instrument and acknowledged it to be his

AS WITNESS my hand and Notarial Seal.

Jacqueline M. D. [Signature]
Notary Public



My Commission Expires: 3/19/96

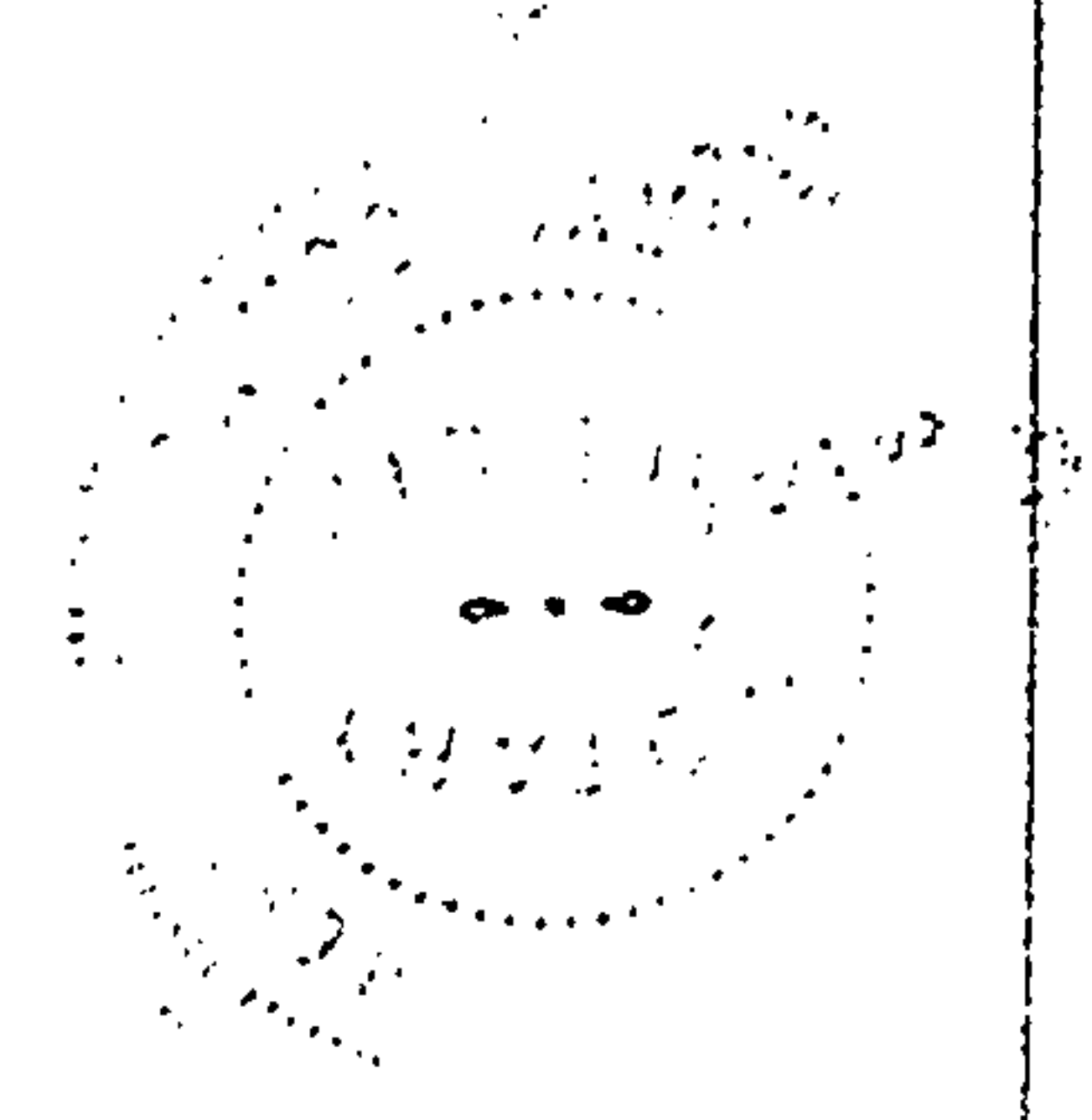
STATE OF MARYLAND, County of St. Mary's to-wit:

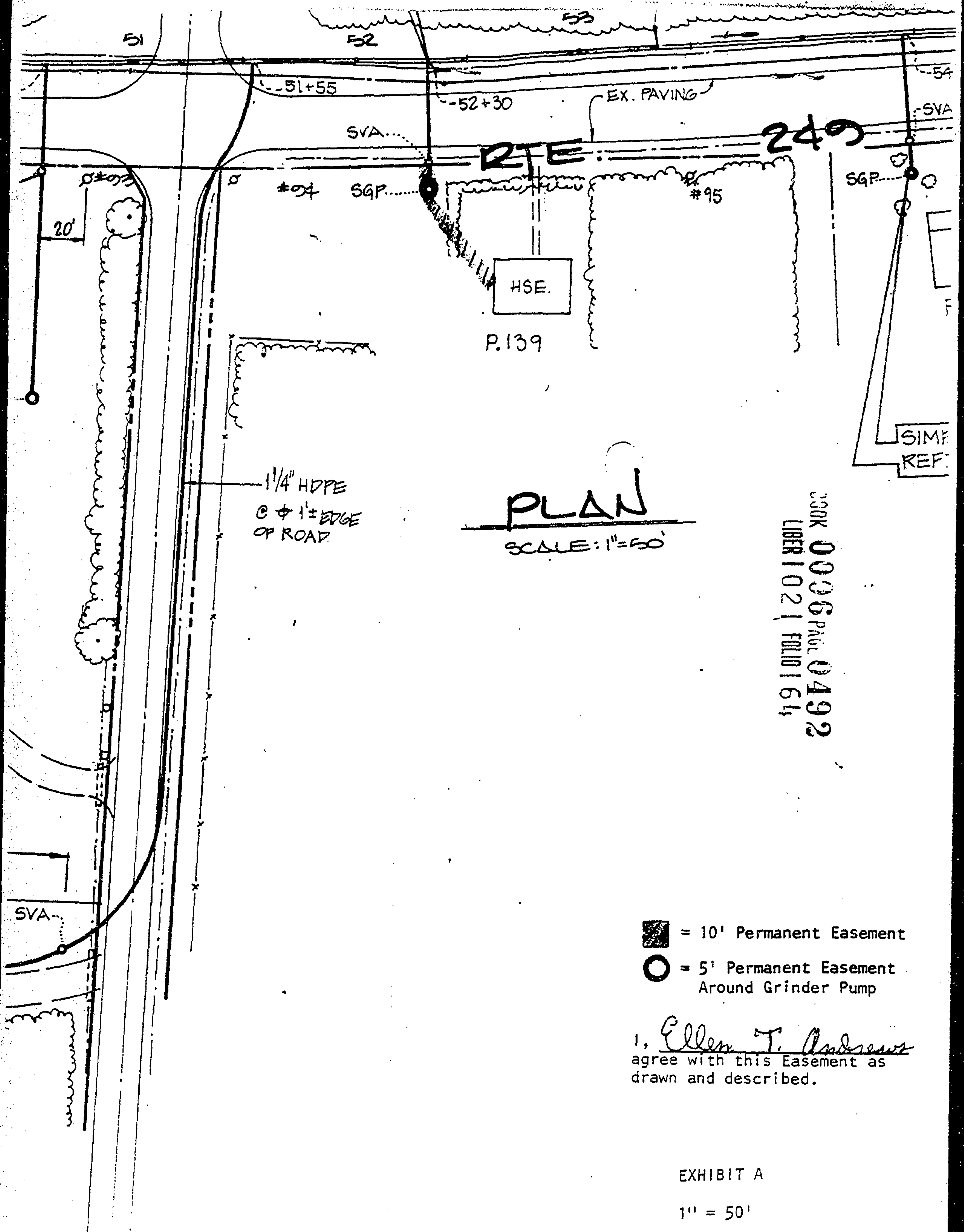
I HEREBY CERTIFY That on this 7th day of February
1994, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared _____
Larry K. Petty who acknowledged himself to be _____
Director of the St. Mary's County Metropolitan
Commission, a body politic and corporate, and that he, as
such director being authorized so to do, executed the
aforegoing instrument for the purposed therein contained by
signing the name of the St. Mary's County Metropolitan
by himself as director Commissioner

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 1/1/99





PLAN
 SCALE: 1" = 50'

BOOK 0006 PAGE 0492
 LIBER 1021 FOLIO 164

- = 10' Permanent Easement
- = 5' Permanent Easement Around Grinder Pump

I, Ellen T. Andrews
 agree with this Easement as
 drawn and described.

EXHIBIT A

1" = 50'

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 13th day of January 1994 by and between Nettie D. Murphy

RECORDING FEE 0.00
TOTAL 0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

Res:SM02 Rcf:1999999
EMA MAB BIK#436

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the First (1st) Election District of St. Mary's County, Maryland, more particularly described in a deed dated September 18, 1973 and recorded among the Land records of St. Mary's County, at Liber 198, Folio 07; and

Dec 20, 1995 04:06 PM

WHEREAS GRANTOR is desirous of participating in the Airedele Road Sewerage Project, in Sanitary District No. 1, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump,

RECORDING FEE 0.00
TOTAL 0.00
Res:SM02 Rcf:1999999
EMA MAB BIK#436
Dec 20, 1995 04:23 PM

BOOK 0006 PAGE 0493
LIBER 1021 FOLIO 202

hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change as necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (220) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

LIBER 102 | FOLIO 204 0006 PAGE 0495

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Jaquelyn VanDien Raley

Nettie D. Murphy (SEAL)
Nettie D. Murphy (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION
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 13th day of January 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nettie D. Murphy, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Jaquelyn VanDien Raley
Notary Public

My Commission Expires: 3/19/96

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY That on this _____ day of _____

BOOK 0006 PAGE 0496

LIBER 1021 FOLIO 205

19 , 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 18th day of December 1995, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Director.

AS WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

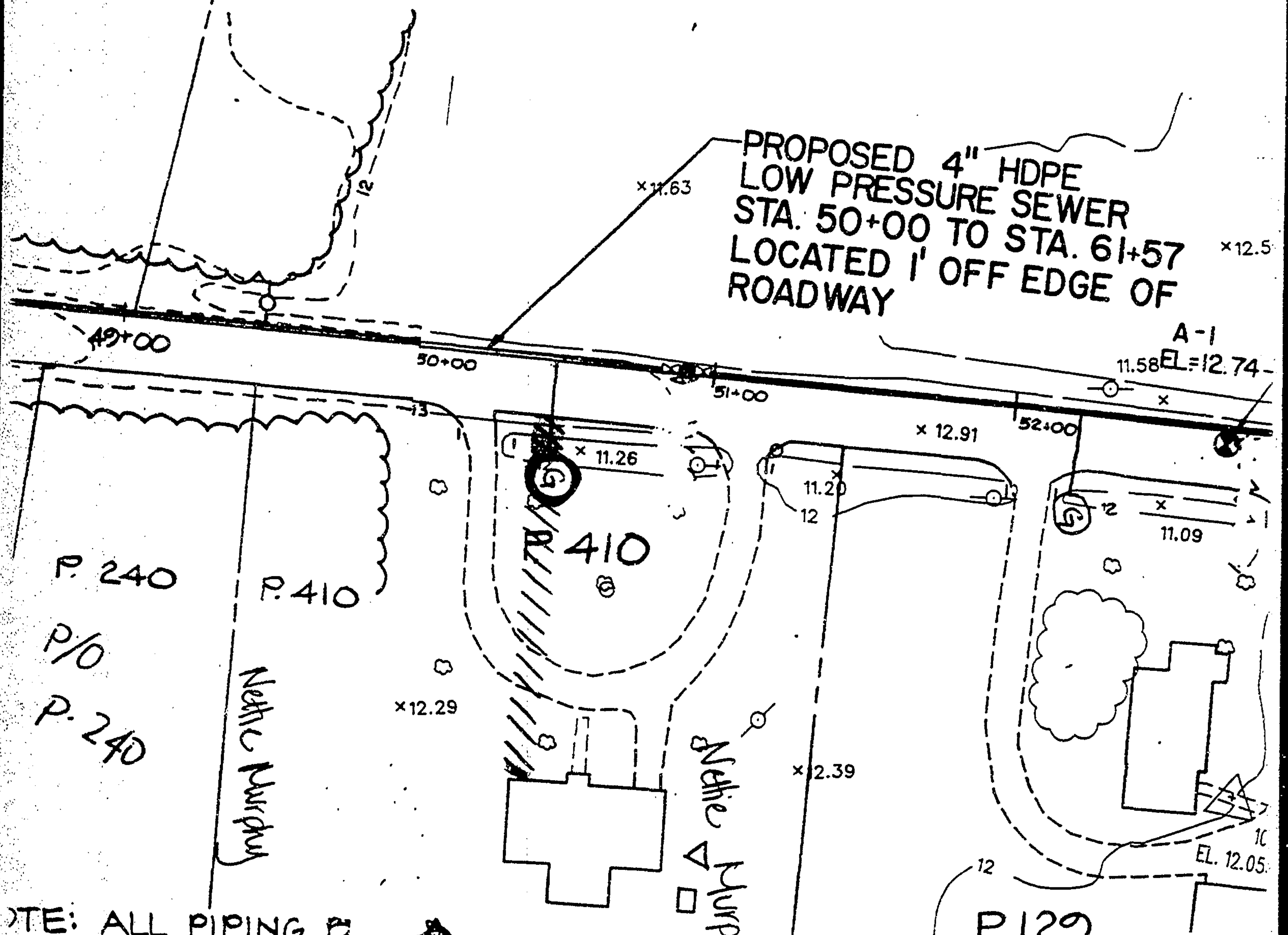
My Commission Expires: 2/1/96.

Two sq. ft.



BOOK 0006 PAGE 0497
LIBER 1021 FOLIO 206

P. 241

PROPOSED 4" HDPE
LOW PRESSURE SEWER
STA. 50+00 TO STA. 61+57
LOCATED 1' OFF EDGE OF
ROADWAY



NOTE: ALL PIPING &
PUMPS AND
SEWERS TO
UNLESS OTHERWISE
INDICATED 101250

-  = 10' Permanent Easement
-  = 5' Permanent Easement Around Grinder Pump

I, Nettie A. Murphy
agree with this Easement as
drawn and described.

NOI

EXHIBIT A

1" = 50'

PERMANENT EASEMENT AND AGREEMENT

BOOK 0006 PAGE 0498

THIS EASEMENT AND AGREEMENT, Made this 28 day of July 19 93 by and between Michael F. & Teresa Evans

RECORDING FEE 0.00

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

TOTAL 0.00
Rest 1995 Rct 1999999

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Ninth (9th) Election District of St. Mary's county, Maryland, more particularly described in a deed dated October 6, 1975 and recorded among the Land Records of St. Mary's County, at Liber 236, Folio 275; and Liber 240, Folio 119 (Confirmatory Deed)

EW MAR 21 1995
Dec 20, 1995 04:00 PM

WHEREAS GRANTOR is desirous of participating in the St. George's Island Sewerage System Program, in Sanitary District No. 5, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or

EW MAR 21 1995
Dec 20, 1995 04:00 PM
TOTAL 0.00
RECORDING FEE 0.00

across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment

BOOK 0006 PAUL 0499

(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (22) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

BOOK 3006 PAGE 0500

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Michael F. Evans Michael Evans (SEAL)
Michael F. Evans
Theresa M. Evans Theresa M. Evans (SEAL)
Theresa M. Evans

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION
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 28 day of July 1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael Evans the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.
Jacqueline VanDoren
Notary Public

My Commission expires: 3/19/96

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

I HEREBY CERTIFY, That on this 6th day of August

BOOK 0006 PAUL 0501

1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TERESA M. EVANS the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission expires: 2/1/96.

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

I HEREBY CERTIFY That on this 18th day of December 1995, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

AS WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission expires: 2/1/96.

ATCH LINE - INSET

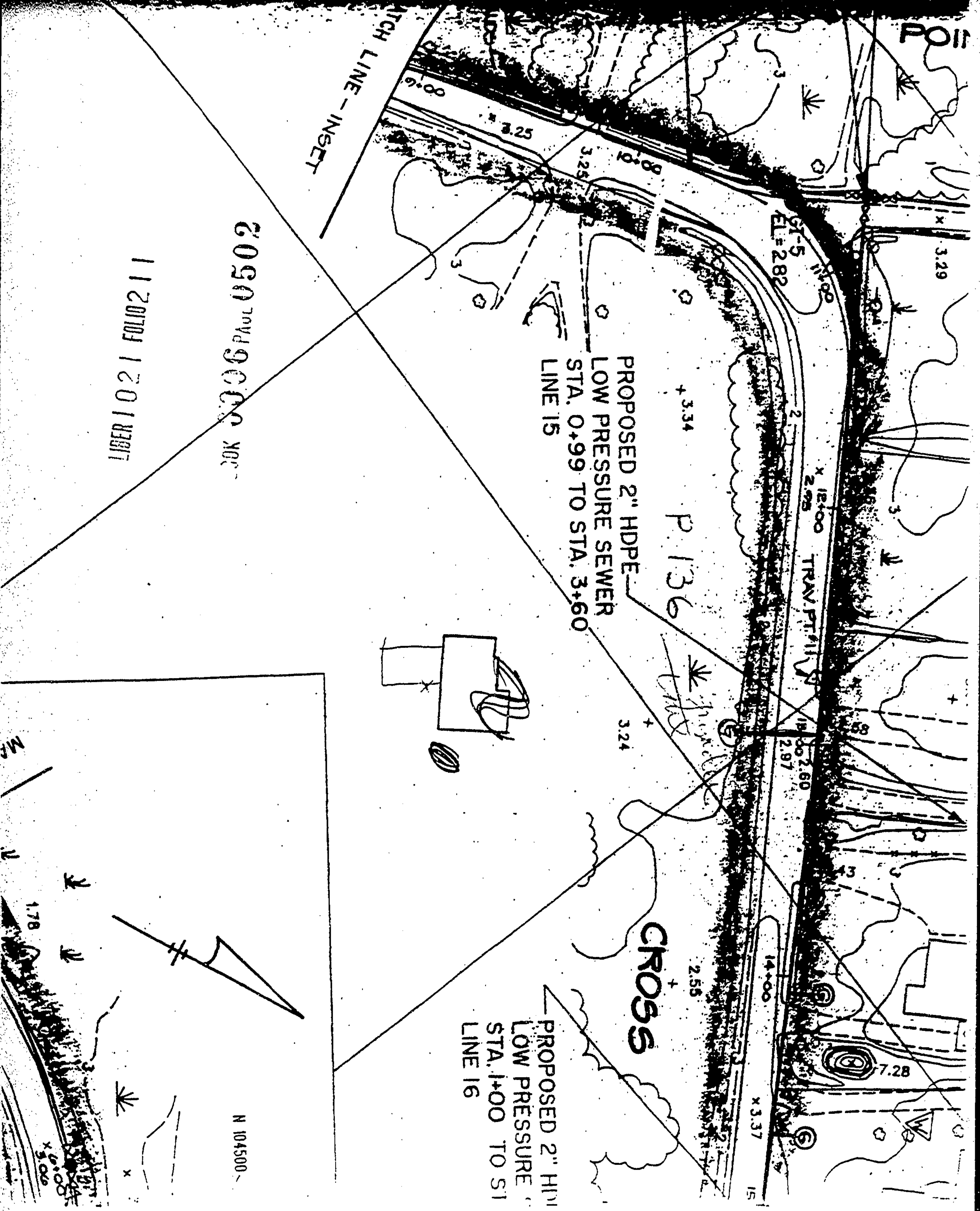
1120104 FOLIO 2
3006 PA 0502
NOV 9000 NOC

PROPOSED 2" HDPE
LOW PRESSURE SEWER
STA. 0+99 TO STA. 3+60
LINE 15

P 136

PROPOSED 2" HDPE
LOW PRESSURE
STA. 1+00 TO STA
LINE 16

CROSS



(15)

PERMANENT EASEMENT AND AGREEMENT

LIBER 1021 FOLIO 212

THIS EASEMENT AND AGREEMENT, Made this 24 day of July 1992 by and between Dennis Flemming

RECORDING FEE 0.00
TOTAL 0.00
RESTRIC NOPT#999999

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Ninth (9th) Election District of St. Mary's county, Maryland, more particularly described in a deed dated January 25, 1990 and recorded among the Land Records of St. Mary's County, at Liber 517, Folio 424; and

WHEREAS GRANTOR is desirous of participating in the St. George's Island Sewerage System Program, in Sanitary District No. 5, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment

BOOK 0006 PAGE 0503

RECORDING FEE 0.00
TOTAL 0.00
RESTRIC NOPT#999999

(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.
2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.
3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (22) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Melissa D. Coale (SEAL)
Dennis Flemming (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: Larry K. Petty (SEAL)
Larry K. Petty, Director

STATE OF Maryland, County of Charles to-wit:

I HEREBY CERTIFY That on this 24th day of July 1997, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dennis Fleming the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

MELISSA D. COALE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 1, 1993

Melissa D. Coale
Notary Public

My Commission expires: 93

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

I HEREBY CERTIFY, That on this 18th day of December

BOOK 0006 PAGE 0505

BOOK 0006 PAUL 0506

LIBER 1021 FOLIO 215

1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Larry K. Petty the GRANTOR named in the foregoing instrument and acknowledged it to be Lis act.

AS WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission expires: 2/1/96.

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

I HEREBY CERTIFY That on this 18th day of December 1995, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

AS WITNESS my hand and Notarial Seal.

Lillian G. Bryan
Notary Public

My Commission expires: 2/1/96.

TEMPORARY EASEMENT AND AGREEMENT

THIS TEMPORARY EASEMENT AND AGREEMENT, executed this 24th day of July, 1992 by and between Dennis Flemming, party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS, GRANTOR is the owner of that tract or parcel of land situated in the Ninth (9th) Election District of St. Mary's County, Maryland, more particularly described in the Land Records of St. Mary's County, Maryland at Liber 517, Folio 424; and

WHEREAS GRANTOR is desirous of participating in the St. George's Island Sewerage System Program, in Sanitary District No. Five (5), participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system. and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to utilize such lands for the accommodation of construction equipment and vehicles, excavated earth, construction materials and for such other purposes as made by necessary incident to the initial construction of a pressure sewer line, and if applicable, a sewage grinder pump, under or across, the lands of the GRANTOR.

The general location of the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The Easement Area consists of two (2)

BOOK 0006 PAGE 0508
LIBER 1021 FOLIO 217

strips of land, each five (5) feet in width, running parallel to and adjacent to each side of the Permanent Easement Area granted to GRANTEE also set forth in Exhibit A.

This Grant of EASEMENT is subject to the following conditions:

1. GRANTEE hereby agrees that following the completion of the initial construction and inspection of the sewer system, and the testing and acceptance thereof, it will cause to be removed from the Easement Area all equipment, debris and surplus material and will restore the Easement Area, to the extent practicable, to a condition existing prior to the use thereof.

2. GRANTOR hereby agrees not to erect any structure or otherwise use the Easement Area for any purposes which will obstruct or hinder GRANTEE from free use of the Easement Area for the purposes set forth above.

3. GRANTEE shall save the GRANTOR harmless from any and all liability caused by the Grantee, its agents or employees, in the exercise of the rights granted herein.

4. The parties hereto agree that the Easement granted herein for construction shall terminate upon the completion of the contemplated construction, after final inspection and approval by the Grantee of the removal and restoration set forth above.

5. The parties hereto agree that this grant of easement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the same.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

[Signature] _____ (SEAL)
[Signature] _____ (SEAL)
Dennis Fleming

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: [Signature] _____ (SEAL)
Larry K. Petty

STATE OF Maryland, County of Charles to-wit:

I HEREBY CERTIFY That on this 24th day of July 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dennis Fleming the GRANTOR named in the foregoing instrument and acknowledged it to be _____ act.

AS WITNESS my hand and Notarial Seal.

MELISSA D. COALE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 1, 1993

Melissa D. Coale
Notary Public

My Commission expires: 11/1/93

STATE OF Maryland, County of Charles to-wit:

I HEREBY CERTIFY, That on this 24th day of July 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dennis Fleming 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 18th day of December 1995, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

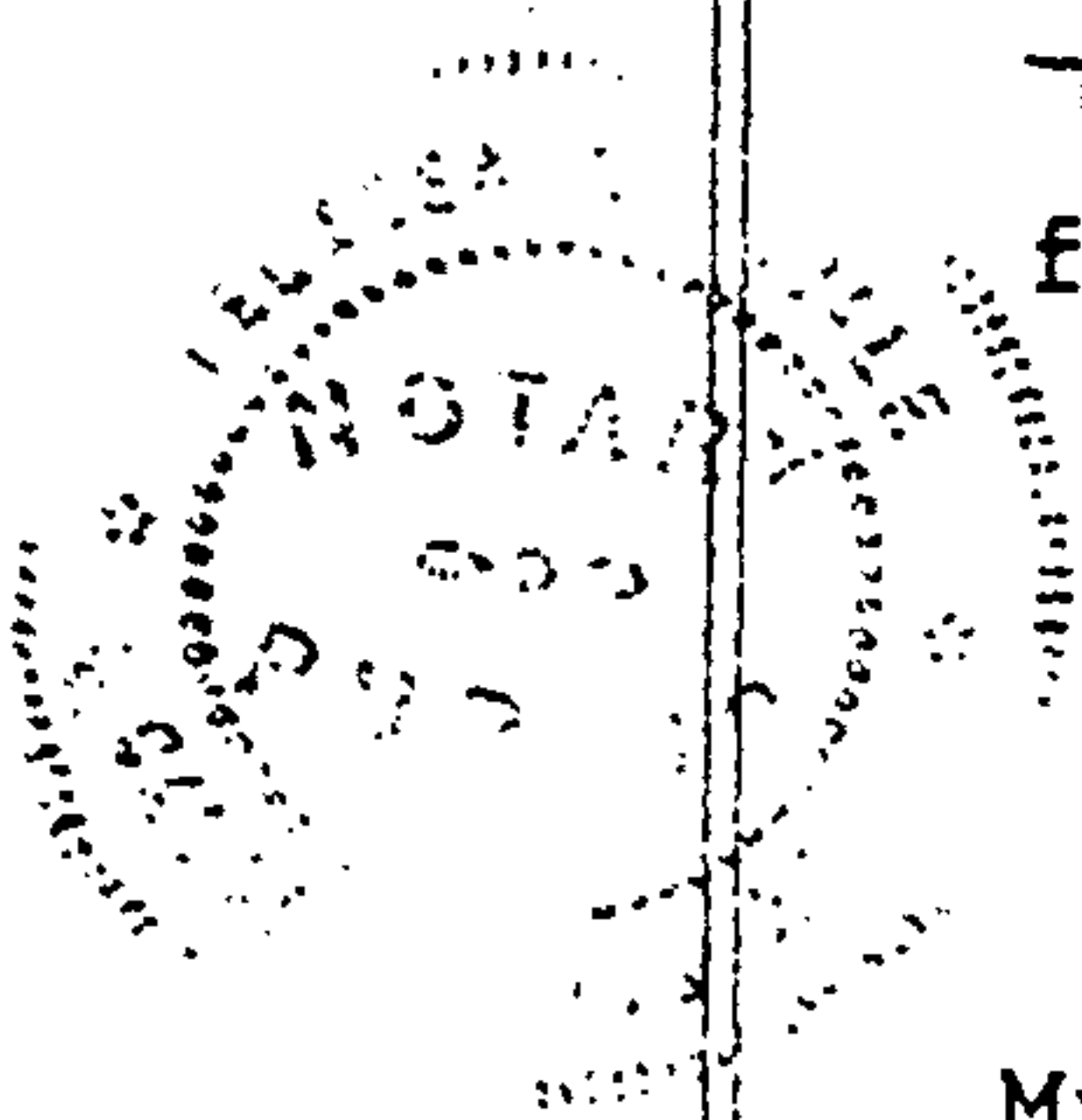
AS WITNESS my hand and Notarial Seal.

Laurie G. Bryan
Notary Public

My Commission expires: 2/1/96

LIBER 102 / FOLIO 218

BOOK 9006 PAGE 0509



PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, Made this 12th day of August 19 92 by and between Basil W. Holden, Jr.

RECORDING FEE 0.00
TOTAL 0.00
RESPONSE RCPT 999999

party of the first part, hereinafter referred to as "GRANTOR", and the ST. MARY'S METROPOLITAN COMMISSION, a body politic and corporate, party of the second part, hereinafter referred to as "GRANTEE", WITNESSETH,

WHEREAS GRANTOR is the owner of that tract or parcel of land situated in the Ninth (9th) Election District of St. Mary's county, Maryland, more particularly described in a deed dated February 13, 1988 and recorded among the Land Records of St. Mary's County, at Liber 398, Folio 361; and

WHEREAS GRANTOR is desirous of participating in the St. George's Island Sewerage System Program, in Sanitary District No. 5, participation in which requires the granting of certain easements by GRANTOR to GRANTEE to provide for the construction and maintenance of said system, and the agreement by GRANTOR and GRANTEE to certain conditions;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises set forth below, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, the right to enter upon the lands owned by the GRANTOR and to construct thereupon, under or across, a sewer system, to include a pressure sewer line and

sewage grinder pump, if applicable, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated therewith.

The general location of the pressure sewer line, sewage grinder pump, if applicable, and other associated equipment

BOOK 0006 PAGE 0511
LIBER 1021 FOLIO 220

RECORDING FEE
0.00

1021 ROAD 2436 No. 0512

(hereinafter referred to as the "Facilities"), as well as the boundaries of this Easement (hereinafter referred to as the "Easement Area"), are as shown on the drawing attached hereto as Exhibit A, and incorporated herein. The final location of the Facilities is subject to change necessitated by conditions encountered during construction. The Easement Area consists of a ten (10) foot wide parcel of land parallel to and centered over the proposed pressure line and connecting pipeline (if applicable), and, if applicable, a circular area having a radius of five (5) feet centered over the sewage grinder pump, and, if applicable, a parcel of land ten (10) feet in width parallel to and adjacent to GRANTOR'S property line for the distance of the GRANTOR'S land fronting along a public road.

GRANTOR does further grant to GRANTEE the right to enter upon that parcel of land necessary to construct and maintain an electric service line which shall be connected to the sewage grinder pump, the location of which is to be determined by mutual agreement between the parties hereto.

This grant of EASEMENT is subject to the following conditions:

1. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE.

2. GRANTOR shall be responsible, at GRANTOR'S expense for construction and maintenance of that portion of the sewer line connecting the dwelling unit to the sewage grinder pump, if applicable.

3. GRANTOR shall be responsible, at GRANTOR'S expense for the installation and maintenance of adequate Two Hundred Twenty (22) volt electric service to an electric service breaker switch, to be installed by and at the expense of the GRANTEE, to be located on the exterior of the dwelling unit pursuant to conditions set forth by GRANTEE. GRANTOR shall obtain any necessary permits and assure that the installation

BOOK 0006 PAGE 0513
LIBER 1021 FOLIO 22

of said electric service shall be done in accordance with all applicable regulations and specifications.

4. GRANTOR shall not erect any building or similar structure over, or within five (5) feet of the pressure sewer line or sewage grinder pump, if applicable; otherwise, GRANTOR may use said Easement Area in any manner and for any purpose which will not interfere with the use of the Easement Area by the GRANTEE.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution hereof:

Daniel H. Holden, Life Estate (SEAL)

(SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

BY: Larry K. Petty, Director (SEAL)

STATE OF MARYLAND, County of ST. MARY'S to-wit:

I HEREBY CERTIFY That on this 12 day of AUGUST 1997, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DANIEL H. HOLDEN the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

AS WITNESS my hand and Notarial Seal.

Jacqueline Van...
Notary Public

My Commission expires: 2/1/98

STATE OF _____, County of _____ to-wit:

I HEREBY CERTIFY, That on this _____ day of _____

BOOK 0006 PAGE 0514

LIBER 102 | FOLIO 223

19 , 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 18th day of December, 1995, 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 the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Director 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 Director.

AS WITNESS my hand and Notarial Seal.

Louisa G. Bryan
Notary Public

My Commission expires: 2/1/96

30X 0006 PAGE 0515

THIS EASEMENT AGREEMENT, made this 30th day of January, 1995, by and between the STATE OF MARYLAND to the use of the Board of Public Works, party of the first part, "Grantor" and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of the State of Maryland, party of the second part, "Grantee".

RECORDING FEE 0.00

WHEREAS, the Grantor is the owner of land located in the Fifth (5th) Election District of St. Mary's County, Maryland, by deed dated July 31, 1978 and recorded among the Land Records of aforesaid County in Liber MRS No. 018, folio 262; and

TOTAL 0.00

WHEREAS, the Grantee desires to construct and maintain a water system, including water lines, necessary accessories and appurtenances, under and across a portion of said land as hereinafter described for the purpose of connecting the St. Mary's County water system to the water supply system at the Charlotte Hall Veterans Home; and

RECORDING FEE 0.00

WHEREAS, Grantor is willing to grant an easement to Grantee upon the terms and conditions set forth below.

RECORDING FEE 0.00

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, a permanent twenty (20) foot wide easement to lay, construct, operate, repair, inspect and maintain an underground water system connecting the St. Mary's County water system to the water supply at the Charlotte Hall Veterans Home, including water lines, necessary accessories and appurtenances, under and across the land of Grantor, situate in St. Mary's County, Maryland, in the 5,133 square foot area shown on the plat revised October 17, 1994 by McCrone Engineers marked Exhibit A, attached hereto and made a part hereof.

Jan 25, 1996 02:32 PM

Grantee agrees during normal conditions not to consume or deplete the water supply system at the Charlotte Hall Veterans Home.

RECORDING FEE 0.00

The facilities and appurtenances thereto installed by Grantee within the easement area shall be and remain the property of the Grantee.

TOTAL 0.00

Grantee shall also have the right to install necessary above ground fire hydrants at such locations approved in advance by the Grantor.

RECORDING FEE 0.00

Grantee shall have the right to trim, remove and/or otherwise maintain all trees and underbrush which might interfere with Grantee's waterlines in the easement area. Furthermore, Grantee shall have the rights of ingress, egress, and regress to and over Grantor's land as reasonably required for the enjoyment of the rights granted herein.

RECORDING FEE 0.00

Grantor agrees not to place any improvement, including trees or their foliage, within ten (10) feet of the water line and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.

Jan 25, 1996 02:40 PM

After construction and/or future maintenance, the Grantee, its associated and allied companies, and their respective successors, assigns and licensees, agrees to leave the easement area in a safe condition, restore all disturbed areas to existing grade and in a condition equal to or better than the original.

Grantee further agrees to repair or pay for all damage to crops, lawns, fields, fences, driveways and walkways arising from the construction and maintenance of the aforesaid system.

The Grantee's use of the easement shall be done only in accordance with all applicable Federal, State, and local laws, ordinances, and regulations.

The Grantee, on behalf of itself, its associated and allied companies, their respective successors, assigns, and licensees, agrees to indemnify, protect and hold harmless the State of Maryland, its successors and assigns from and against any and all costs, liability, suits and expenses in respect of any and all loss of life, property, injury or damages to persons or property of any person, firm or corporation (including the parties hereto, their respective officers, agents, contractors, employees and licensees) and from and against any and all claims, demands and actions in respect to such loss, injury or damages caused by or growing out of this Easement, provided said costs, liability, suits, expenses, claims, demands and/or actions were caused by the negligence of the Grantee, its associated and allied companies, their respective successors, assigns and licensees, their respective officers, agents, employees, contractors or licensees.

The Grantor reserves for itself, its successors and assigns, the right to use the aforesaid easement for any purpose not inconsistent with the enjoyment of the rights herein granted to the Grantee.

The granting of this Easement does not convey any interest in and to any mineral rights.

Grantor and Grantee covenant and agree that this entire Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and permitted assigns.

WITNESS, the hands and seals of the said parties hereto as of the day and year first above written.

0006 PAUL 0516
BOOK

WITNESS/ATTEST:

John W. Lott

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature] (Seal)
LARRY K. PETTY, DIRECTOR

CHARLOTTE HALL VETERANS HOME

[Signature]

By: [Signature] (Seal)
THOMAS M. BAILEY, CHAIRMAN

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

ATTEST:

By: _____ (Seal)
PARRIS N. GLENDENING, Governor

[Signature]
SANDRA K. REYNOLD
Executive Secretary

By: [Signature] (Seal)
LOUIS L. GOLDSTEIN, Comptroller

By: [Signature] (Seal)
LUCILLE MAURER, Treasurer

Approved for form and legal sufficiency
this 18th day of January, 1995.

[Signature]
Sally A. Lowe

STATE OF MARYLAND, COUNTY OF, TO WIT:

I HEREBY CERTIFY, that on this 18th day of January, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Larry K. Petty, who acknowledged himself to be the Director, of the St. Mary's County Metropolitan Commission, and as such, being authorized so to do, executed the foregoing Easement Agreement for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
Commission Expires: 3/19/96

STATE OF MARYLAND, COUNTY OF , TO WIT:

PAUL 0517
0006
BOOK

I HEREBY CERTIFY, that on this 24th day of January, 1995, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas M. Bailey, Chairman of the Charlotte Hall Veterans Home, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

Sharon A. Welch
Notary Public

My Commission Expires: 5-1-95

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 30th day of January, 1995, before me the subscriber, a Notary Public of the State of Maryland, personally appeared ~~Farris N. Glendening, Governor~~, Louis L. Goldstein, Comptroller, and Lucille Maurer, Treasurer, constituting the Board of Public Works of the State of Maryland, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Easement Agreement, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

William J. Boschen
Notary Public

My Commission Expires: 11/1/95

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney or by a party to this instrument.

Sally A. Lowe
Sally A. Lowe, Attorney-at-Law

EXHIBIT A

LIBER 1024 FOLIO 521

CHARLOTTE HALL
SCHOOL ROAD

EXISTING ENTRANCE
VETERANS HOME

BOOK 0006 PAUL 0518

S 88° 57' 41" E

OLD ROUTE 5
N/E OF ST. MARY'S CO.
COMMISSIONERS
OLD RAILROAD R/W
FALL

N/E
STATE OF MARYLAND
BOARD OF PUBLIC WORKS
MRB 18/262

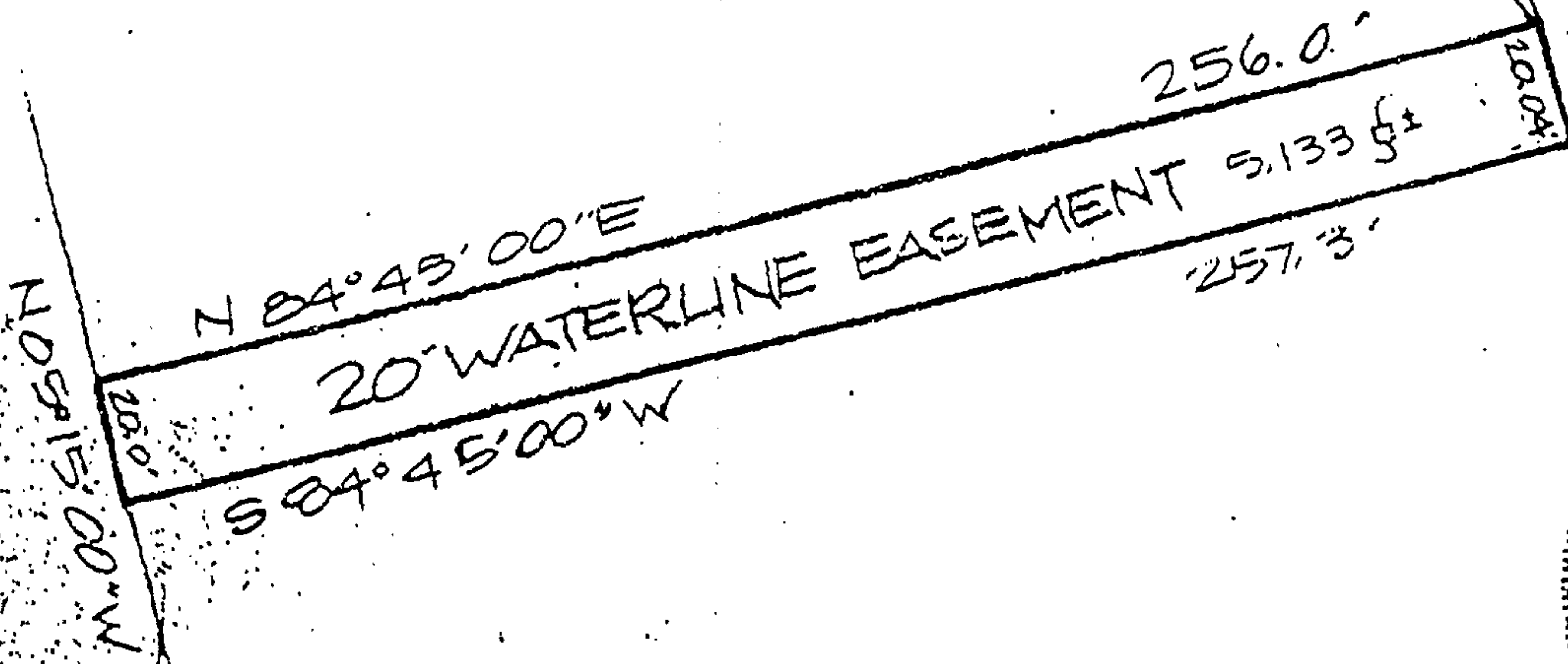


EXHIBIT "A"

REVISED 10/17/94

EASEMENT PLAT
 20' WIDE WATERLINE EASEMENT
 THROUGH PART OF PARCEL VIII MRB 18/262
 IN ELECTION DIST. ST. MARY'S CO., MD.
 FOR METCOM

McCRONE
 ENGINEERS • SURVEYORS • PLANNERS

DRAWN BY CJP
 SCALE 1" = 50'
 DATE 8-8-94
 JOB NO. 104467900
 FOLDER 1404



STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
 OFFICE OF THE SECRETARY
 301 WEST PRESTON STREET • BALTIMORE, MARYLAND 21201-2305
 (410) 225-4435 • FAX: (410) 333-5480

RECEIVED
 FEB 6 1995
 METCOM

PARRIS N. GLENDENING
 GOVERNOR

MARTIN W. WALSH, JR.
 SECRETARY

February 3, 1995

John W. Castle
 St. Mary's County Metropolitan Commission
 191B Shangri-La Drive
 North Lexington Park, Maryland 20653

Re: Our file 8030
 Easement
 Charlotte Hall Veteran's Home

Dear Mr. Castle:

Enclosed is the original executed easement agreement in connection with water supply system at the Charlotte Hall Veterans Home. Governor Glendening will not be signing any documents for transactions approved by the Board of Public Works prior to his taking office. However, the Maryland State Constitution, Article XII, §2 provides that a majority of members may act on behalf of the Board. Therefore, this document is valid and effective without the Governor's signature.

I am sorry that unforeseen circumstances prevented us from executing a right of entry as we had hoped to do. If you have any questions please give me a call.

Very truly yours,

Sally A. Lowe

Sally A. Lowe
 Counsel
 (410) 225-1825

Please refer any correspondence or questions to the following office:

Department of General Services
 Office of Real Estate
 300 W. Preston Street, Room 601
 Baltimore, Maryland 21201
 (410) 225-1825

Enc.

LIBER 1024; FOLIO 522

30K 0006 PAGE 0519

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 11 day of JANUARY 1996, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

W.M.Davis, Inc., (hereinafter, the "Developer"),

F & W Associates, LLC, (hereinafter, the "Owner") and

First National Bank of St. Mary's (hereinafter, the "Lender #1", Letter of Credit holder),

RECORDING FEE 0.00
TOTAL 0.00
RECORDED No: 4299999

EMA NO 3141233
Jan 29, 1996 10:43 am

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as F & W OFFICE COMPLEX, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive

RECORDING FEE 0.00
TOTAL 0.00
RECORDED No: 4299999
EMA NO 3141233
Jan 29, 1996 10:43 am

Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of **\$15,262.50** conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit C, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such

time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$375.00 based upon \$75.00 per EDU, payable upon execution of this Agreement.

Inspection Charges: \$534.10 based upon 3.5% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more

Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Debt Service Charge: \$28.05 per month based upon \$1.70 per front foot per year based on 198 front feet, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$61.95 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$60.40 per month based upon \$10.08 per month per meter for service and \$10.00 per month per meter for Ready-to-Serve charge, beginning when the service is utilized. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. \$1.68/1,000 gallons will be charged over the 18,000 gallon limit. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$1000.00 for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or
2. Sale of this property, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$1100.00 for development without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or
2. Sale of this property, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 11 day of Jan 19 96

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

Clement A. Long

Secretary

By: Joseph I. Russell

Chairman

ATTEST:

Shirley A. Foley

SHIRLEY A. FOLEY

DEVELOPER: W.M. Davis, Inc.

By: Wayne M. Davis

W.M. Davis, Inc. President

PROPERTY OWNER: F & W Associates, LLC

By: W.M. Davis
W.M. Davis, Partner

LENDER #1

L. F. Gray, Jr.

By: L. F. Gray, Jr.
L. F. Gray, Jr., Ass't. Vice Pres.

LENDER #2

By: _____

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 11th day of January, 1996

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared

JOSEPH I. RUSSELL Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan

Notary Public

my commission expires 2/11/96.

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF

ST. MARY'S to wit:

I HEREBY CERTIFY that on this 19TH day of DECEMBER, 1995 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared _____

WAYNE M. DAVIS PRESIDENT and that he/~~she~~/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Andrea L. Flint

ANDREA L. FLINT

Notary Public

ANDREA L. FLINT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 27, 1996

My Commission Expires: OCTOBER 27, 1996

(OWNER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 19TH day of DECEMBER, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared WAYNE M. DAVIS and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

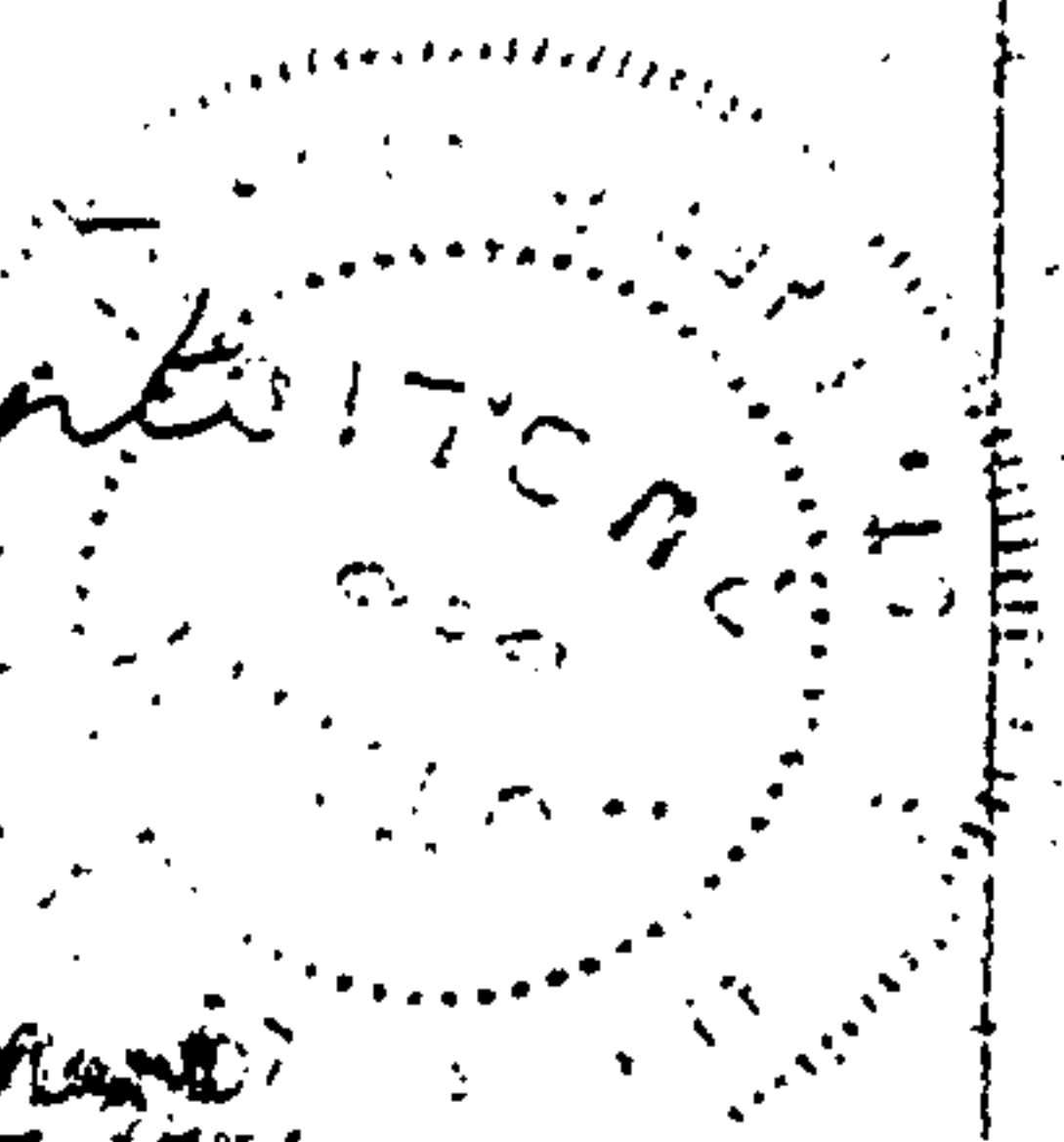
WITNESS my hand and Notarial Seal.

Andrea L. Flint

ANDREA L. FLINT

Notary Public

ANDREA L. FLINT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 27, 1996



My Commission Expires: OCTOBER 27, 1996

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 12 day of December, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. Gray, Jr., A.V.P. and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

John S. Allegood

Notary Public

My Commission Expires: 9/1/99

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: F & W OFFICE COMPLEX
TOTAL # OF PHASES: ONE
DEVELOPER: W. M. DAVIS

PHASE I:

PLAT REF: TM 35C P 19 # LOTS TO BE SERVED: -1-

PROJECTED CONSTRUCTION START DATE: OCTOBER 1995

PROJECTED CONSTRUCTION COMPLETION DATE: OCTOBER 1, 1996

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 19 DEC 95

COMMISSION PARTICIPATION: NONE

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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: JR

(Initials)

Developer: W.M. Davis

(Initials)

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: F & W OFFICE COMPLEX
TOTAL # OF PHASES: ONE
DEVELOPER: W. M. DAVIS

PHASE I:

PLAT REF: TM 35C P 19 # LOTS TO BE SERVED: -1-

PROJECTED CONSTRUCTION START DATE: OCTOBER 1995

PROJECTED CONSTRUCTION COMPLETION DATE: OCTOBER 1, 1996

FACILITIES TO BE CONSTRUCTED*: Sewerage collection system with all appropriate appurtenances in accordance with the definition below and per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 19 DEC 95

COMMISSION PARTICIPATION: NONE

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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: JR

(Initials)

Developer: Wayne M Davis

(Initials)

LIBER 1028 FOLIO 332

BOOK 0006 PAGE 0532

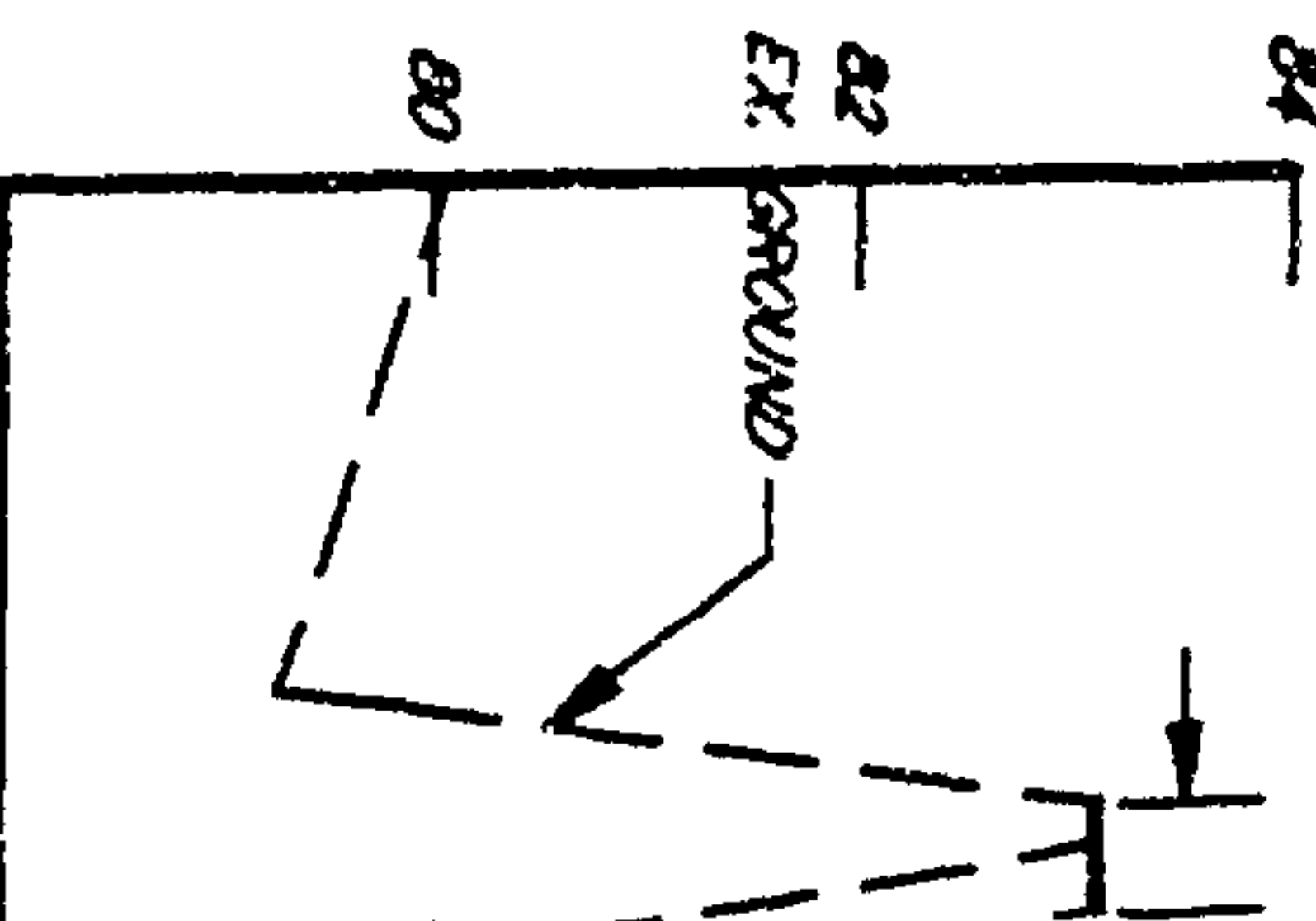


EXHIBIT C

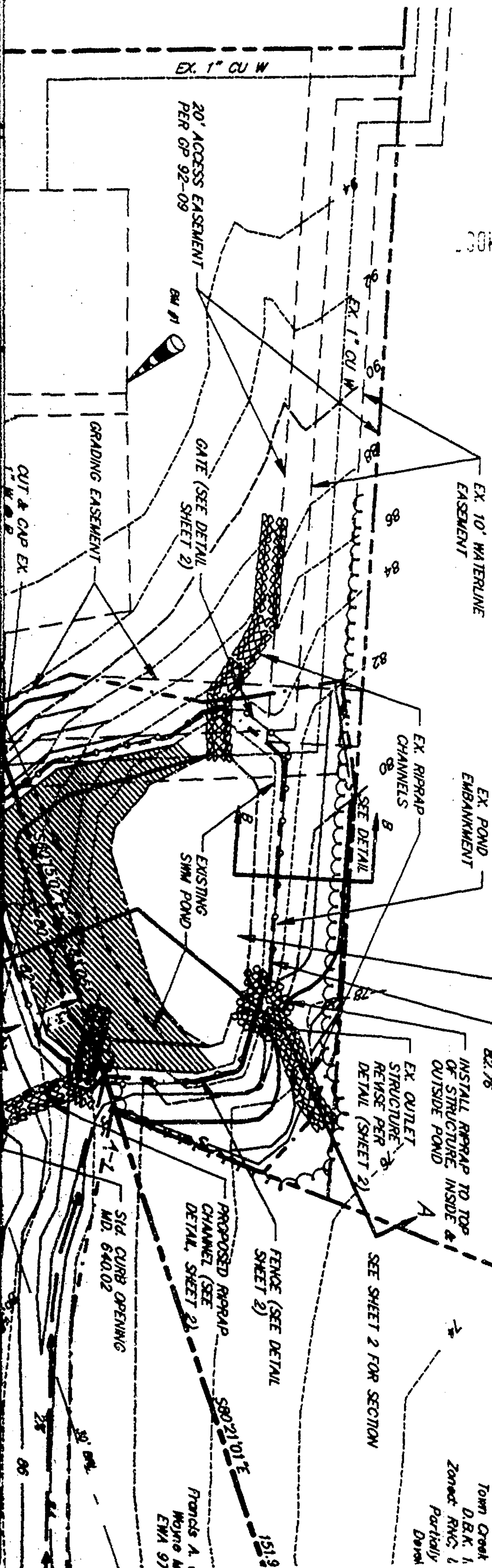
PROPOSED SWM POND DATA

FREQUENCY	2 YR	10 YR
Q_w	4.93 CFS	8.91 CFS
Q_o ALLOWABLE	1.05 CFS	3.26 CFS (4.0 CFS)
Q_{out}	1.02 CFS	4.04 CFS (4.0 CFS)
ELEV.	81.08	82.20
STORAGE VOLUME REQUIRED	0.1128 AC-FT 4,914 CF	0.1754 AC-FT 7,640 CF
STORAGE VOLUME ACTUAL	0.1323 AC-FT 5,780 CF	0.2174 AC-FT 9,468 CF

CONVERT EX. POND TO SEDIMENT TRAP
DURING CONSTRUCTION BY BLOCKING
LOW FLOW ORIFACE (2' x 2' OPENING)
Drainage Area = 1.60 ac.
Storage Required = 5,760 cf
Storage Provided (to Elev 81.90) = 7,568 cf
Water Length = 2'
Storage Depth Below Outlet = 2.39'
Outlet Elev = 80.60
Cleanout Elev = 79.31
Embankment Height = 4.40'
Embankment Elev = 82.90

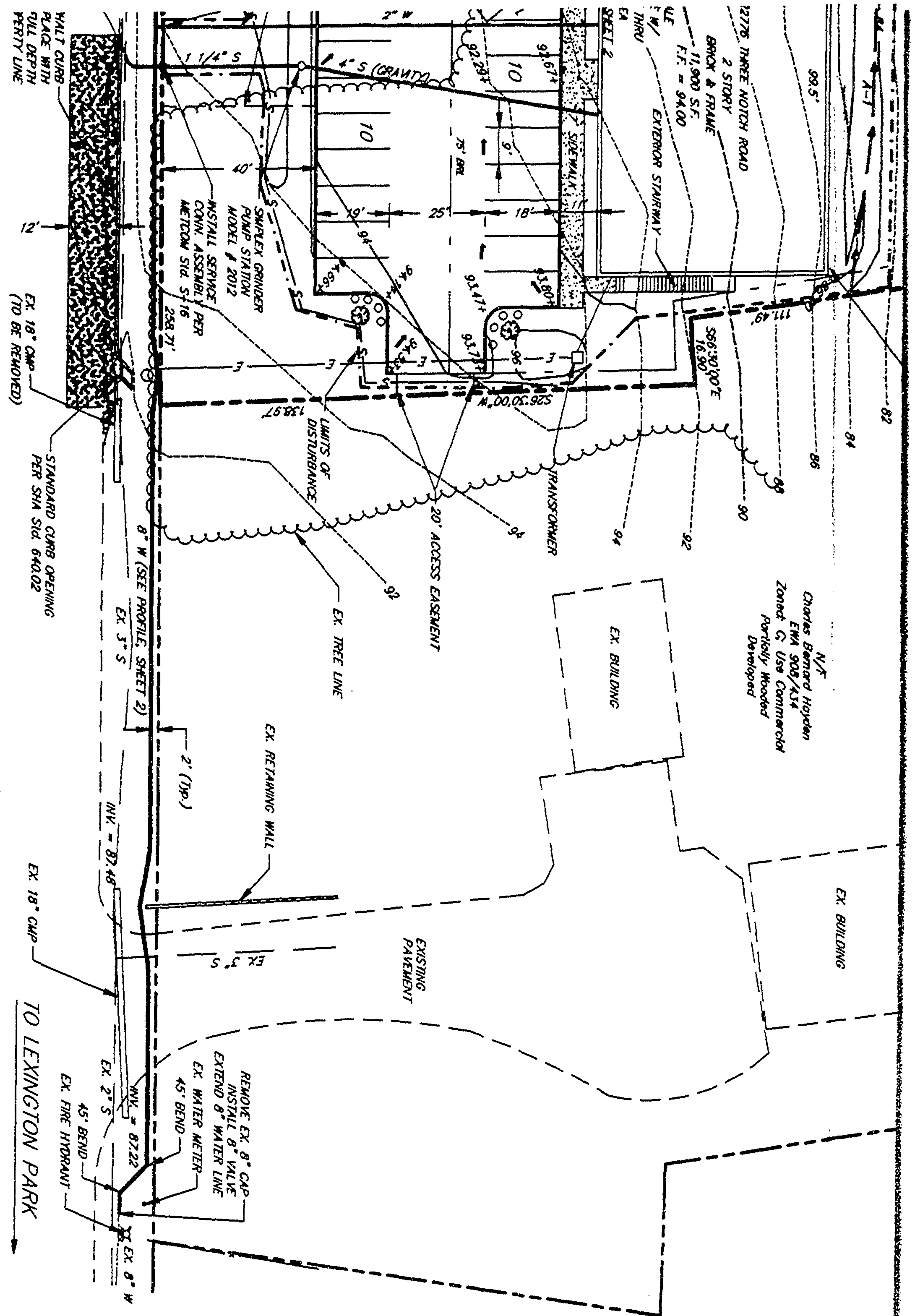


SECTION
SCALE 1" = 1'



Tomn Creek
D.B.R. 1
Zoned RHC 1
Partially
Devtd

Pronds A,
Wayne &
ENA 9)



N/A
 Charles Bernard Hayden
 EWA 908/434
 Zoned: G Use Commercial
 Partially Wooded
 Developed

HT OF WAY

LIBER 1028 FOLD 335
 BOOK 0006 PAGE 0535

NOTE: Existing 8" waterline and 2" & 3" sewer line locations were taken from the best available records per METCOM. Prior to construction, contractor shall dig shallow test pits to verify horizontal and vertical locations.

NOTE: Waterline shall be constructed so that it is backfilled and the area stabilized at the end of each work day.

P & Z CASE FILE # 95-1693

SHEET 3 of 3 SHEETS	DATE 6-20-95	<h1 style="margin: 0;">F & W OFFICE COMPLEX</h1> <h2 style="margin: 0;">STANDARD SITE PLAN</h2>	8th ELECTION DISTRICT ST. MARY'S COUNTY, MARYLAND
	DRAWN BY PHM CHECKED BY PHM DWG. NAME FHSP SCALE 1" = 20'		



THE FIRST NATIONAL BANK OF ST. MARY'S

BOOK 0006 PAGE 0536

LIBER 1028 FOLIO 336

EXHIBIT D

December 12, 1995

IRREVOCABLE LETTER OF CREDIT

St. Mary's County Metropolitan Commission
191-B Shangri-La Drive
Lexington Park, MD 20653

Letter of Credit Number: A1-12-12-95
Expiration Date: 12/12/96

Gentlemen

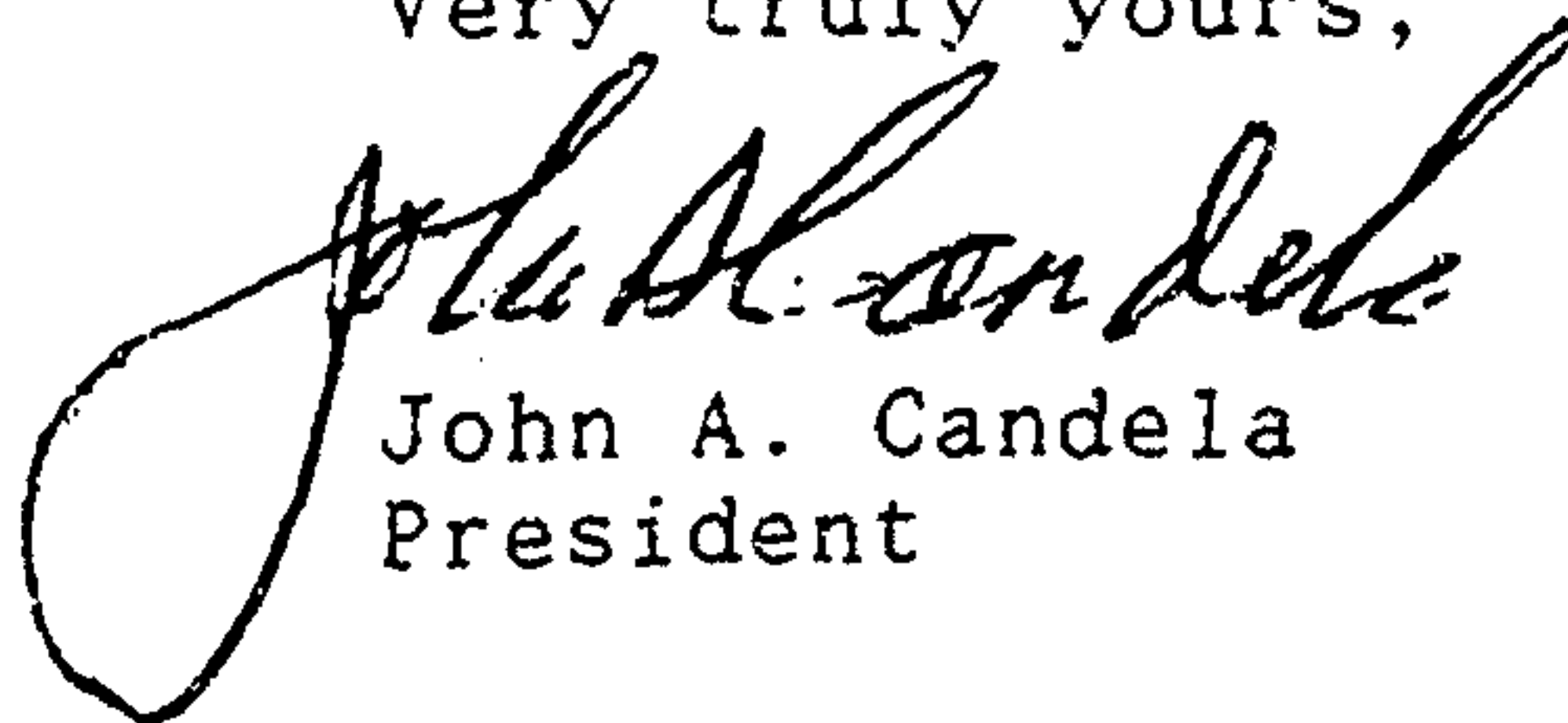
We hereby authorize you to draw on The First National Bank of St. Mary's, P. O. Box 655, Leonardtown, MD 20650 for the account of W. M. Davis, Inc. ("the Developer"), up to an aggregate amount, not in excess of Fifteen Thousand Two Hundred Sixty Two Dollars and 50/100 (\$15,262.50) available by your drafts at sight.

Each draft must state that it is drawn under The First National Bank of St. Mary's Letter of Credit #A1-12-12-95. The amount thereof must be endorsed by us on this Letter of Credit. This Letter of Credit is irrevocable.

Each draft must be accompanied by a written statement signed by an official of St. Mary's County Metropolitan Commission (METCOMM) specifying that: The Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement dated December 12, 1995 between the Developer and METCOMM.

We hereby agree with the drawer, endorsers, and bonafide holders of all such drafts under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored, upon presentation to the drawee.

Very truly yours,



John A. Candela
President

RECORDING FEE 0.00
TOTAL 0.00
Res#SMB3 Rcp#4333333
EMA LP R/L#1247
Mar 19, 1996 09:33 am

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 24th day of

October 1995

, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

St. Mary's County Housing Authority, (hereinafter, the "Developer"),

St. Mary's County Housing Authority, (hereinafter, the "Owner") and

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as **Patuxent Woods, Phase 2 and 3**, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage and water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

RECORDING FEE 0.00
TOTAL 0.00
Res#SMB3 Rcp#4333333
EMA LP R/L#1247
Mar 19, 1996 09:49 am

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit in the amount of \$45,604.56 which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount satisfactory to the Commission, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Connection Charges: \$ 1,496.00 based upon \$ 88.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Inspection Charges: \$1596.16 based upon 3.5% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Debt Service Charge: \$ 130.90 per month based upon 924 front feet times the rate of \$ 1.70 per foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$ 210.63 per month based upon \$ 12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$ 171.36 per month based upon \$ 10.08 per month per meter beginning when the service is utilized. This Service Charge reflect the currently approved rate and is subject to change.

Water Supply Fees: \$ 250.00 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$ 600.00 per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or

2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this _____ day of _____ 19____

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. King

By: *Joseph I. Russell*
Joseph I. Russell, Chairman

Secretary

Chairman

ATTEST:

DEVELOPER / PROPERTY OWNERS
St. Mary's County
Housing Authority

James J. MacMahon

By: *J. Michael McCauley*
Chair, J. Michael McCauley

By: _____

By: _____

EXHIBITS: _____

LENDER #1 & LENDER #2

FIRST NATIONAL BANK OF ST. MARY'S

ATTEST: *[Signature]*

Dan Kubican
Dan Kubican, Vice President

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 24th day of October 1995.

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared

Joseph I. Russell Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the

foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Notary Public

Lillian G. Baper
my Commission Expires 2/1/00

(DEVELOPER)

STATE OF

MARYLAND

COUNTY OF

ST. MARY'S

to wit:

I HEREBY CERTIFY that on this 23rd day of OCTOBER, 1995 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared J. Michael

McCawley and that he/she/they acknowledged the foregoing Public Works

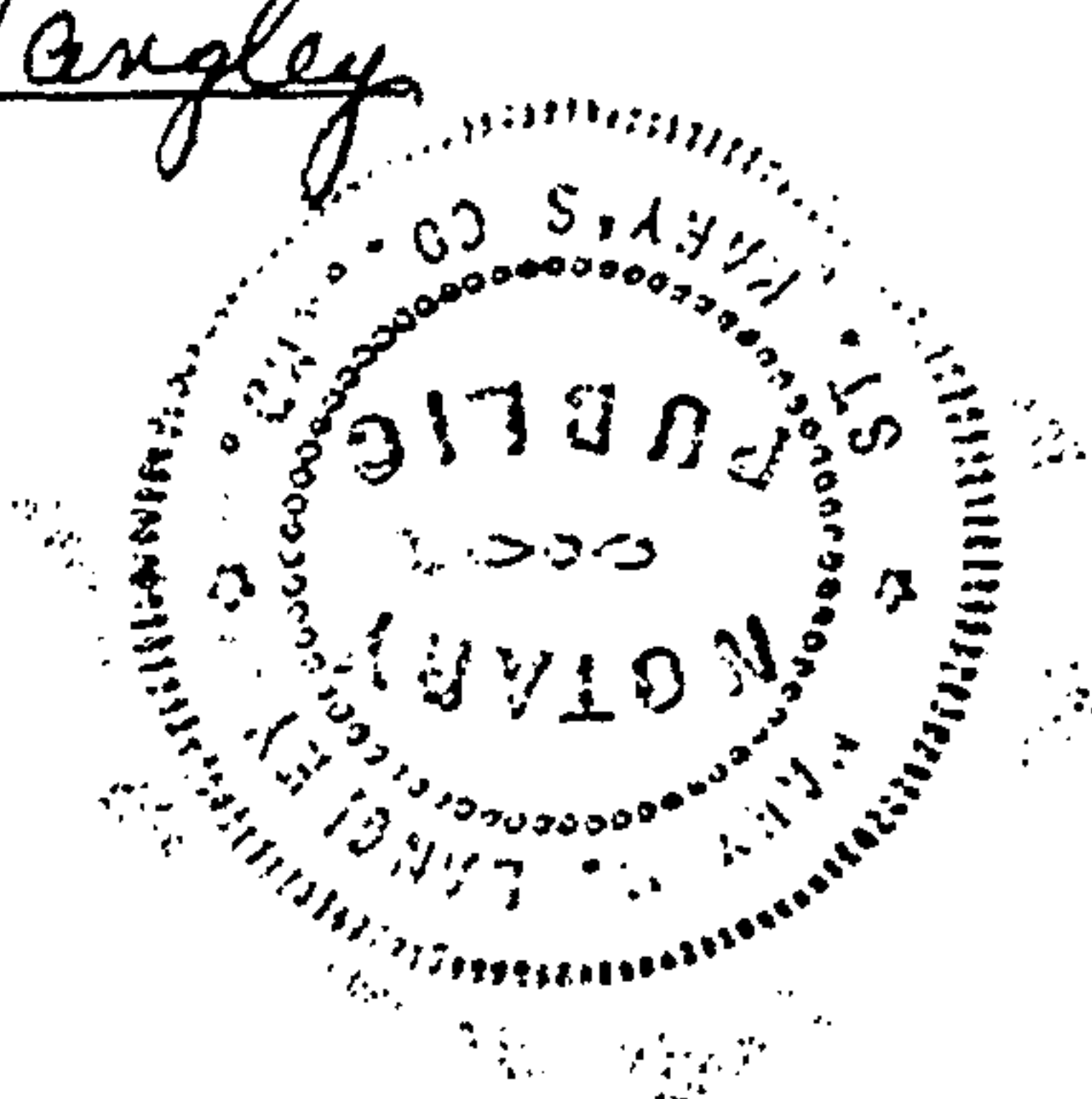
Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

Mary M. Langley

My Commission Expires: 8/25/97



(OWNER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 23rd day of October, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared J. Michael McCauley and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Mary M. Langley

Notary Public



My Commission Expires: 8/25/97

(LENDER #1)

STATE OF MARYLAND

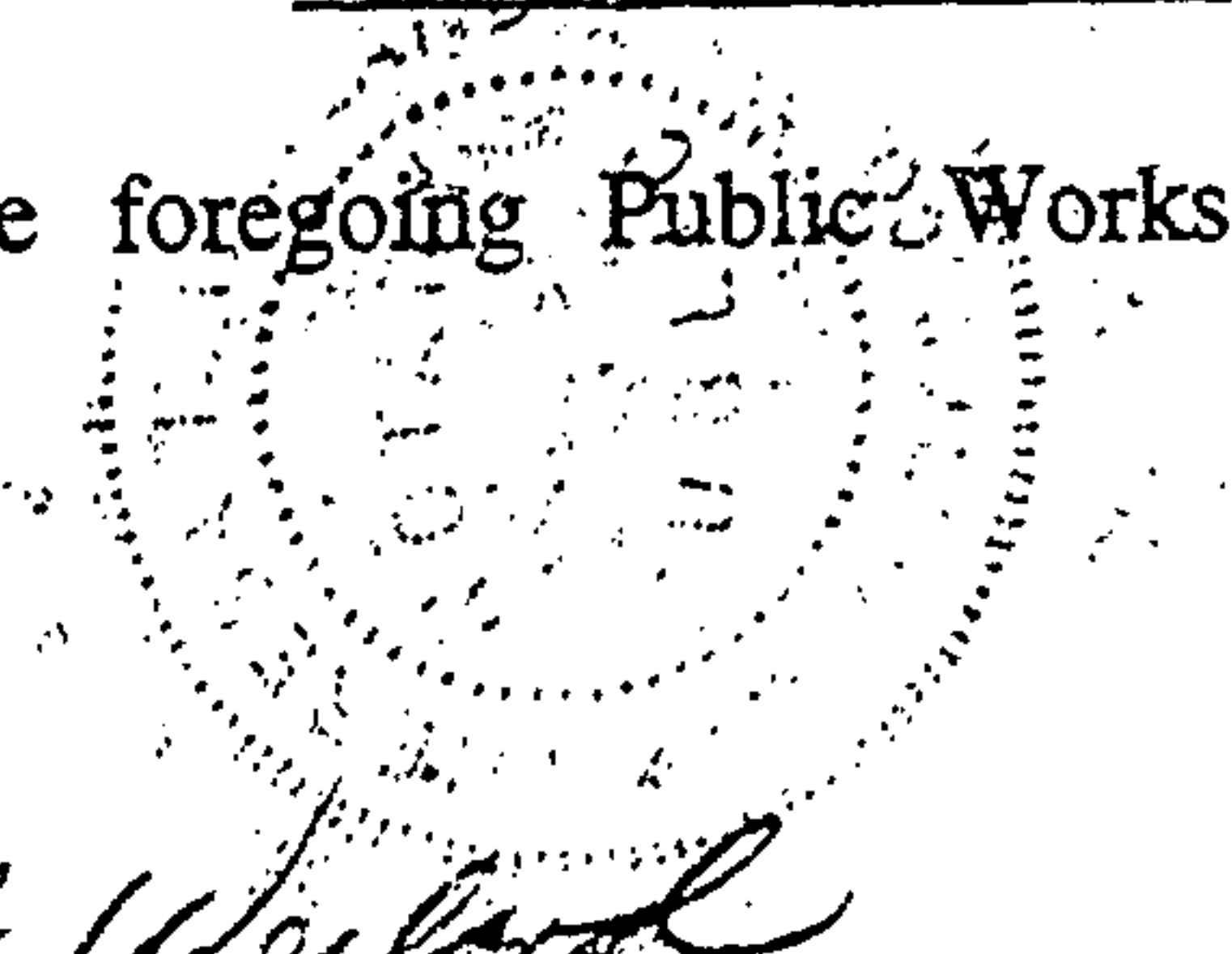
COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 24th day of October, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared DAN KUBICAN and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Henry J. Weiland

Notary Public



My Commission Expires: 7-1-99

(LENDER #2)

STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 24th day of October, 1996 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Dan Kubian and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas J. Wood

Notary Public

My Commission Expires: 7-1-99

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Patuxent Woods II & III
TOTAL # OF PHASES: Two
DEVELOPER: St. Mary's County Housing Authority

PHASE II:

PLAT REF: MRB 260\302 # LOTS TO BE SERVED: 9
PROJECTED CONSTRUCTION START DATE: October 11, 1995
PROJECTED CONSTRUCTION COMPLETION DATE: July 6, 1996

FACILITIES TO BE CONSTRUCTED*: Water distribution system in accordance with the definition below and the approved plans dated August 12, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

PHASE III:

PLAT REF: MRB 260\302 # LOTS TO BE SERVED: 8
PROJECTED CONSTRUCTION START DATE: October 11, 1995
PROJECTED CONSTRUCTION COMPLETION DATE: July 6, 1996

FACILITIES TO BE CONSTRUCTED*: Water distribution system in accordance with the definition below and the approved plans to include the Community Center dated August 12, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together will all sites on which they are situated 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 situated 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 modifications 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: JR
(Initials)

Developer: J.M.M.
(Initials)

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Patuxent Woods II & III
TOTAL # OF PHASES: Two
DEVELOPER: St. Mary's County Housing Authority

PHASE II:

PLAT REF: MRB 260\302 # LOTS TO BE SERVED: 9
PROJECTED CONSTRUCTION START DATE: October 11, 1995
PROJECTED CONSTRUCTION COMPLETION DATE: July 6, 1996

FACILITIES TO BE CONSTRUCTED*: Gravity wastewater collection system in accordance with the definition below and the approved plans dated August 12, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

PHASE III:

PLAT REF: MRB 260\302 # LOTS TO BE SERVED: 8
PROJECTED CONSTRUCTION START DATE: October 11, 1995
PROJECTED CONSTRUCTION COMPLETION DATE: July 6, 1996

FACILITIES TO BE CONSTRUCTED*: Gravity wastewater collection system in accordance with the definition below and the approved plans to include the Community Center dated August 12, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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.R.
(Initials)

Developer: J.M.M.
(Initials)

0006-0551

LIBER 1015 FOLIO 548

PUBLIC WORKS AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
Resubmit Rpt #999999
EMF LP BIK#224
Apr 88, 1996 03:24 PM

THIS PUBLIC WORKS AGREEMENT, executed this 13

July 1995

by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

Bay Country Enterprises, Inc. T/A Bay Country Contractors, (hereinafter, the "Developer"),

Robin Courtney Good & Eugene Nelson St. Clair, (hereinafter, the "Owner") and

First National Bank of St. Mary's, (hereinafter, the "Lender #1"),

First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the EIGHTH (8) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as BAY RIDGE ESTATES PHASE 2 SECTION 1, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plan for St. Mary's County and any other rules, regulations, directives

RECORDING FEE 0.00
TOTAL 0.00
Resubmit Rpt #999999
EMF LP BIK#224
Apr 88, 1996 02:48 PM

or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$111,561.47 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer

presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$1950.00 based upon \$75.00 per residential lot, or EDU , payable upon execution of this Agreement.

Inspection Charges: \$3904.65 based upon 3.5% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission

the difference.

Connection Charges: \$2340.00 based upon \$90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$380.25 per month based upon \$1.70 , per front foot per year based on 2684.03 front feet, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$322.14 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$262.08 per month based upon \$10.08 per month per meter for service , beginning when the service is utilized. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. \$1.68/1,000 gallons will be charged over the 18,000 gallon limit. This Service Charge reflects the currently approved rate and is subject to change.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

- 1. Notify Developer to Stop Work.
- 2. Demand that Developer vacate Commission Property.
- 3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this 13 day of July 1995

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Secretary

By: Joseph I. Russell
Chairman

ATTEST:

DEVELOPER

Stephen G. St. Clair

⁵
By: E. N. St. Clair V.P.
E. N. St. Clair

Steph. A. St. Clair

By: E. N. St. Clair
E. N. St. Clair
PROPERTY OWNER

By: _____

Margaret

LENDER #1
By: L. F. Gray
L. F. Gray

Margaret

LENDER #2
By: L. F. Gray
L. F. Gray

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 13 day of July 1995

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared

Joseph I Russell Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Elizabeth S. S. S. S.

Notary Public

1/1/99

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF

ST. MARY'S to wit:

I HEREBY CERTIFY that on this 13th day of July, 1995 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared _____

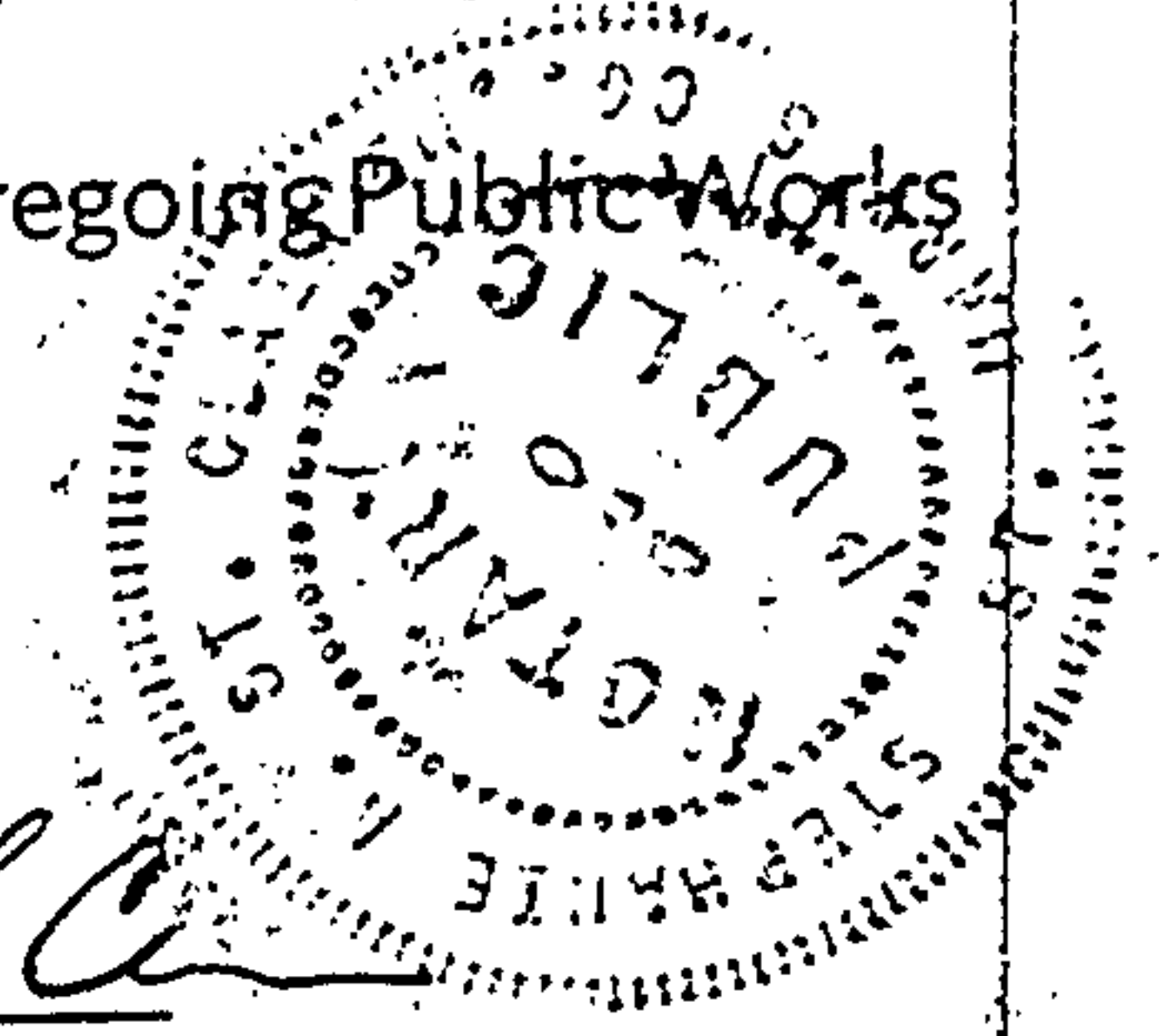
E. N. ST. CLAIR and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Steph. A. St. Clair

Notary Public



My Commission Expires: April 21, 1998

(OWNER)

STATE OF MARYLAND

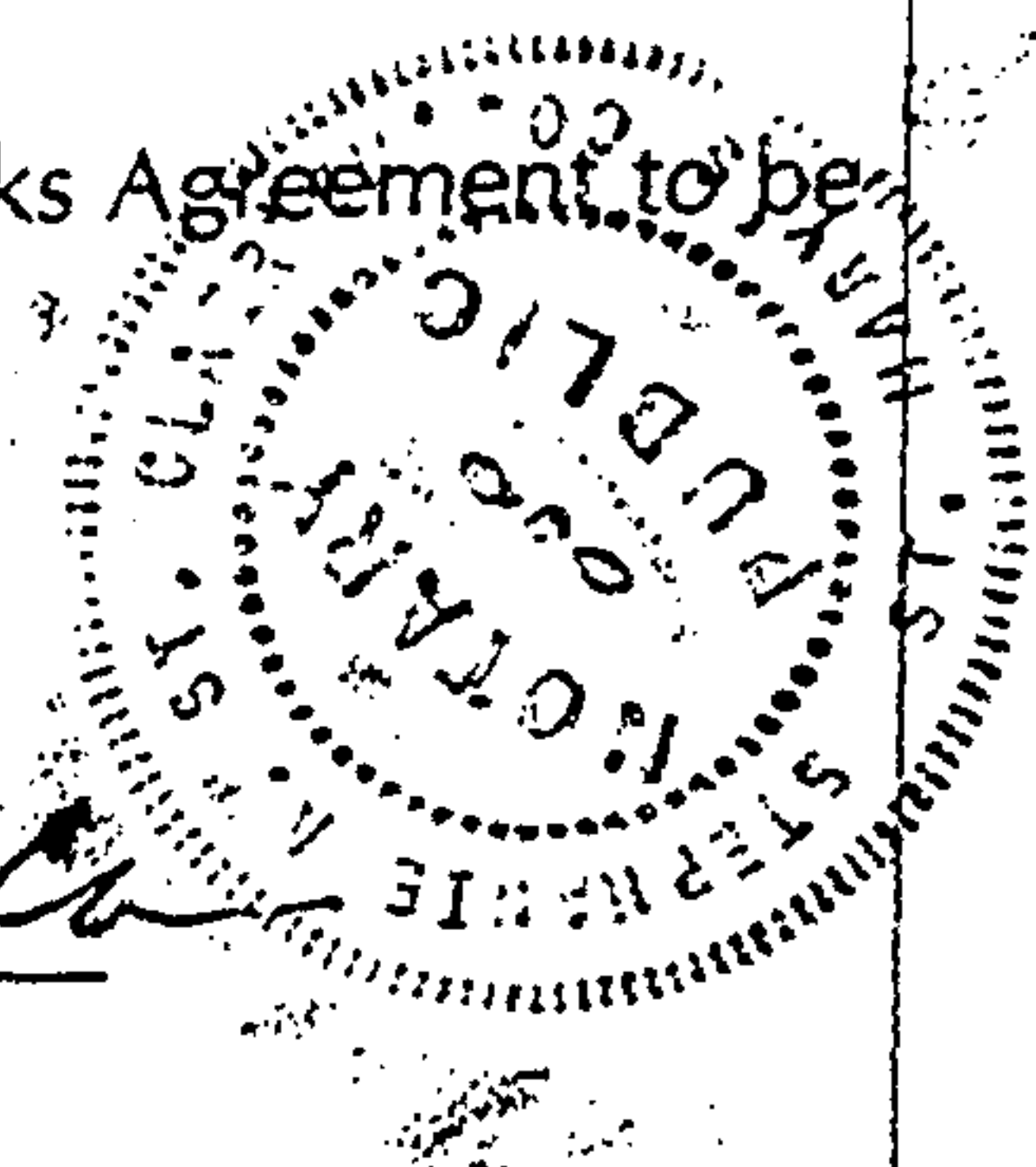
COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 13th day of JULY, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared E.N. ST. CLAIR and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Steph. G. St. Clair

Notary Public



My Commission Expires: April 21, 1998

(LENDER #1)

STATE OF MARYLAND

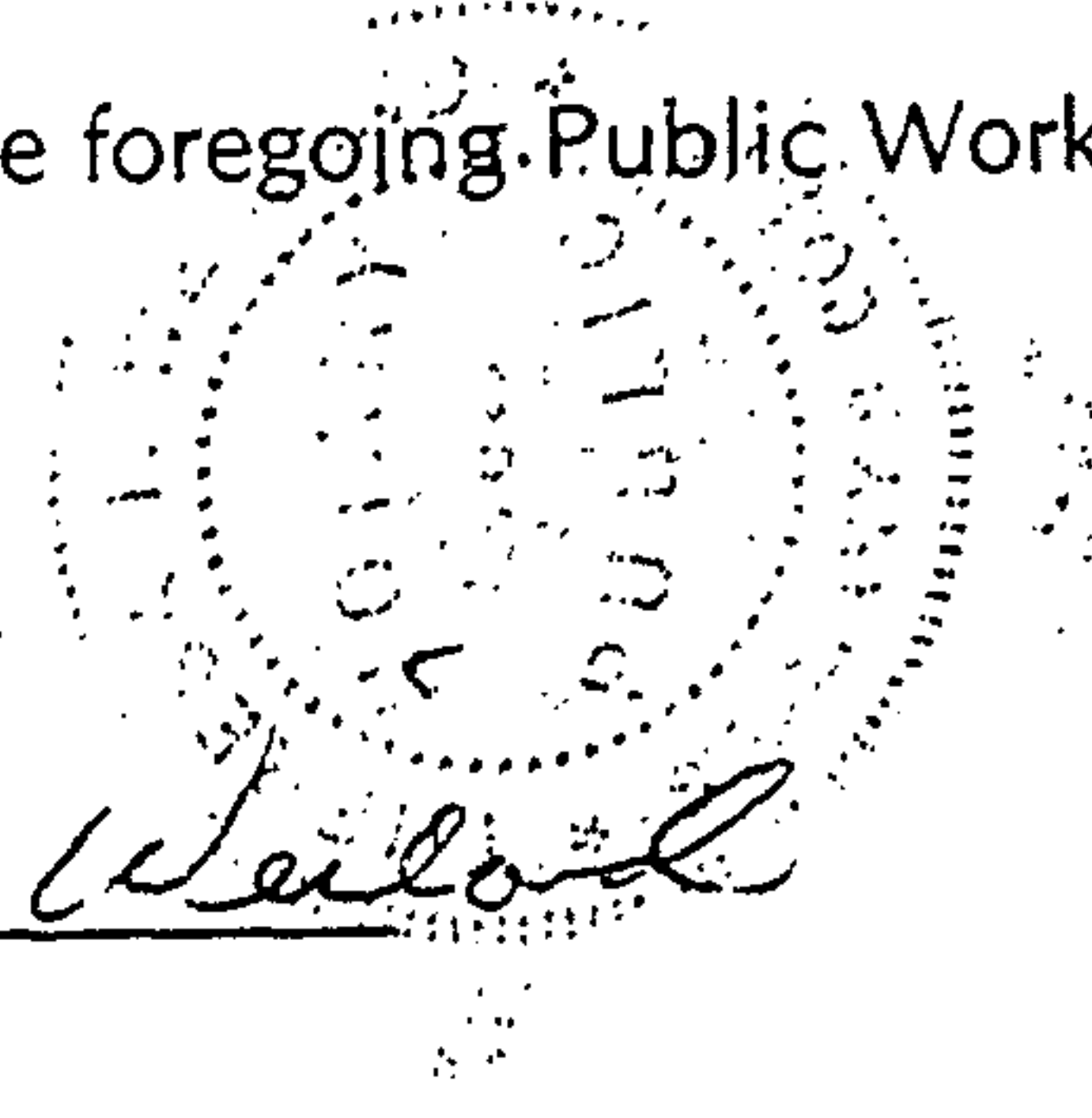
COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 13 day of JULY, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared C. E. GRAY and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Henry Weiland

Notary Public



My Commission Expires: 7-1-99

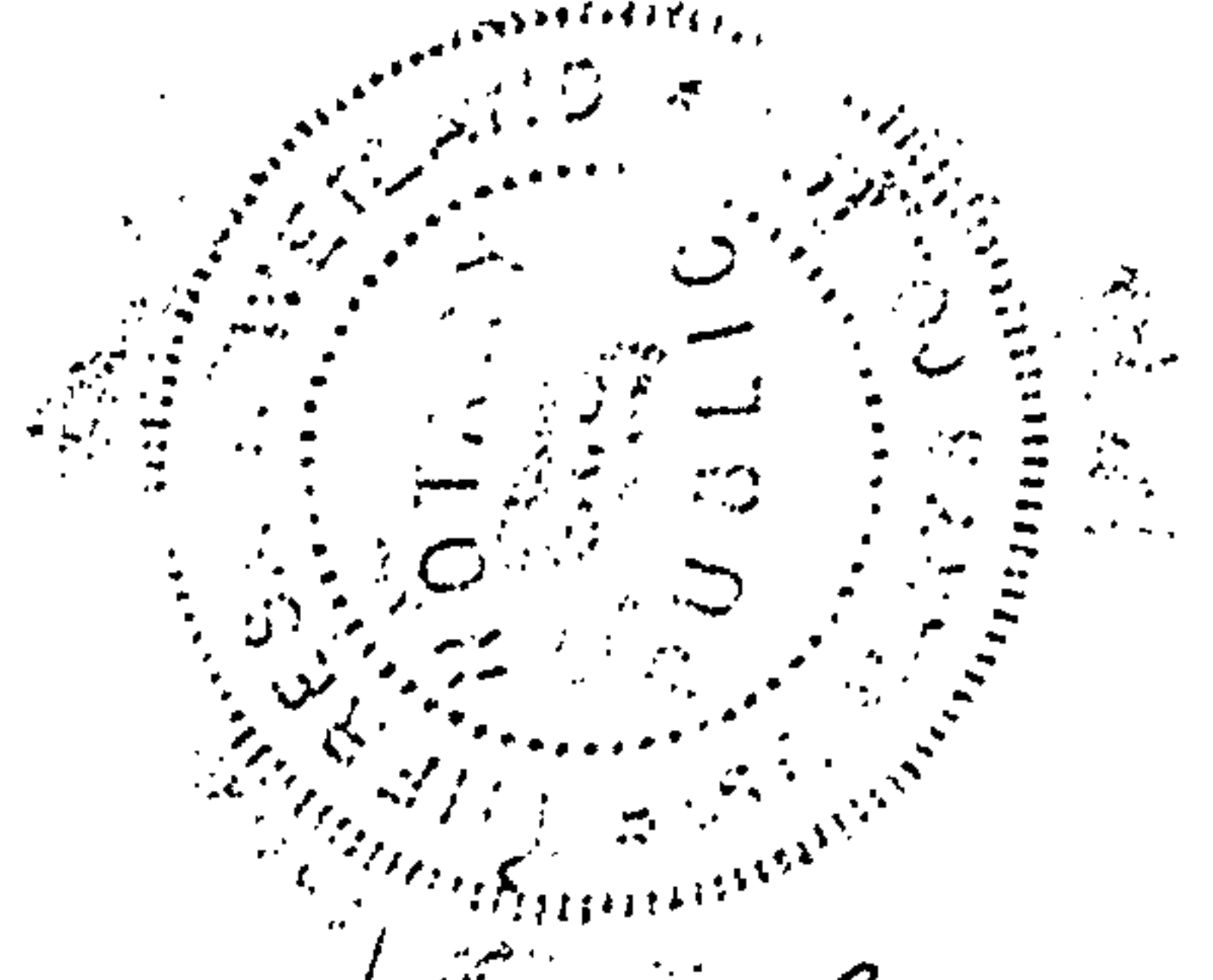
(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 13 day of JULY, 1995 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared LF GRAY M. and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Glenn A. Weiland

Notary Public

My Commission Expires: 7-1-99

EXHIBIT A

STATEMENT OF

PROPOSED WATER FACILITIES

AND PHASING

PROJECT NAME: BAY RIDGE ESTATES PHASE 2 SECTION 1

TOTAL # OF PHASES: ONE

DEVELOPER: BAY COUNTRY ENTERPRISES INC. T/A BAY COUNTRY

CONTRACTORS

PHASE I:

PLAT REF: LIBER MRB 260 AT FOLIO 371 # LOTS TO BE SERVED: 26-

PROJECTED CONSTRUCTION START DATE: JULY 1995

PROJECTED CONSTRUCTION COMPLETION DATE: 1 JULY 1998

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all appropriate appurtenances in accordance with the definition below and as per the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 4 June 1991

COMMISSION PARTICIPATION: NONE

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications 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.

LIGER 1045 FOLIO 558

Commission: HR

BOOK 0006 PAGE 0561

(Initials)

Developer: E. H. Cain

(Initials)

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: BAY RIDGE ESTATES PHASE 2 SECTION 1
TOTAL # OF PHASES: ONE
DEVELOPER: BAY COUNTRY ENTERPRISES INC. T/A BAY COUNTRY
CONTRACTORS

PHASE I:

PLAT REF: LIBER MRB 260 AT FOLIO 371 # LOTS TO BE SERVED: -26-

PROJECTED CONSTRUCTION START DATE: JULY 1995

PROJECTED CONSTRUCTION COMPLETION DATE: 1 JULY 1998

FACILITIES TO BE CONSTRUCTED*: Sewage collection system and all appropriate appurtenances in accordance with the definition below and the approved construction plans as signed by the Metropolitan Commission's Chief Engineer on 4 June 1991

COMMISSION PARTICIPATION: NONE

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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.

LIBER 1075 FOLIO 560

BOOK 0006 PAGE 0563

Commission: *J*

(Initials)

Developer: *J. M. H. C. L. L. L.*

(Initials)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 21 day of June 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Joseph D. Weiner, (hereinafter, the "Developer"), Joseph D. Weiner, (hereinafter, the "Owner") and Maryland Bank & Trust Co., (hereinafter, the "Lender #1"), N/A, (hereinafter, the "Lender #2", Letter of Credit holder),

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8) Sanitary District of St. Mary's County, Maryland (the "County"); and,

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as ESSEX SOUTH 4B & 4C, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and

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 RECEIVED RCP 4999999
 EWA LP BIK#224
 Apr 08, 1996 03:25 PM

Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$221,760.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction

and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit _____, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$3675.00 based upon \$75.00
per residential lot, or EDU payable upon execution of this Agreement.

Inspection Charges: \$6,653.00 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$4410.00 based upon \$90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$719.26 per month based upon front feet at \$1.70 per front foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$607.11 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$493.92 per month based upon \$10.08 per month per meter beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$250.00 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$450.00 per EDU for developments without storage facilities that utilize the public water system,

payable upon the first of the following to occur:

1. Issuance of a Use and Occupancy Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the

following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this day of June 21, 1996.

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

Secretary

By: Joseph I Russell
Joseph I Russell

Chairman
DEVELOPER Joseph D. Welner

ATTEST:
Jennifer A. Dean

By: Joseph D. Welner
Joseph D. Welner
PROPERTY OWNER

Jennifer A. Dean

By: Joseph D. Welner
Joseph D. Welner

LENDER #1

By: _____

LENDER #2

By: _____

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this 21 day of June

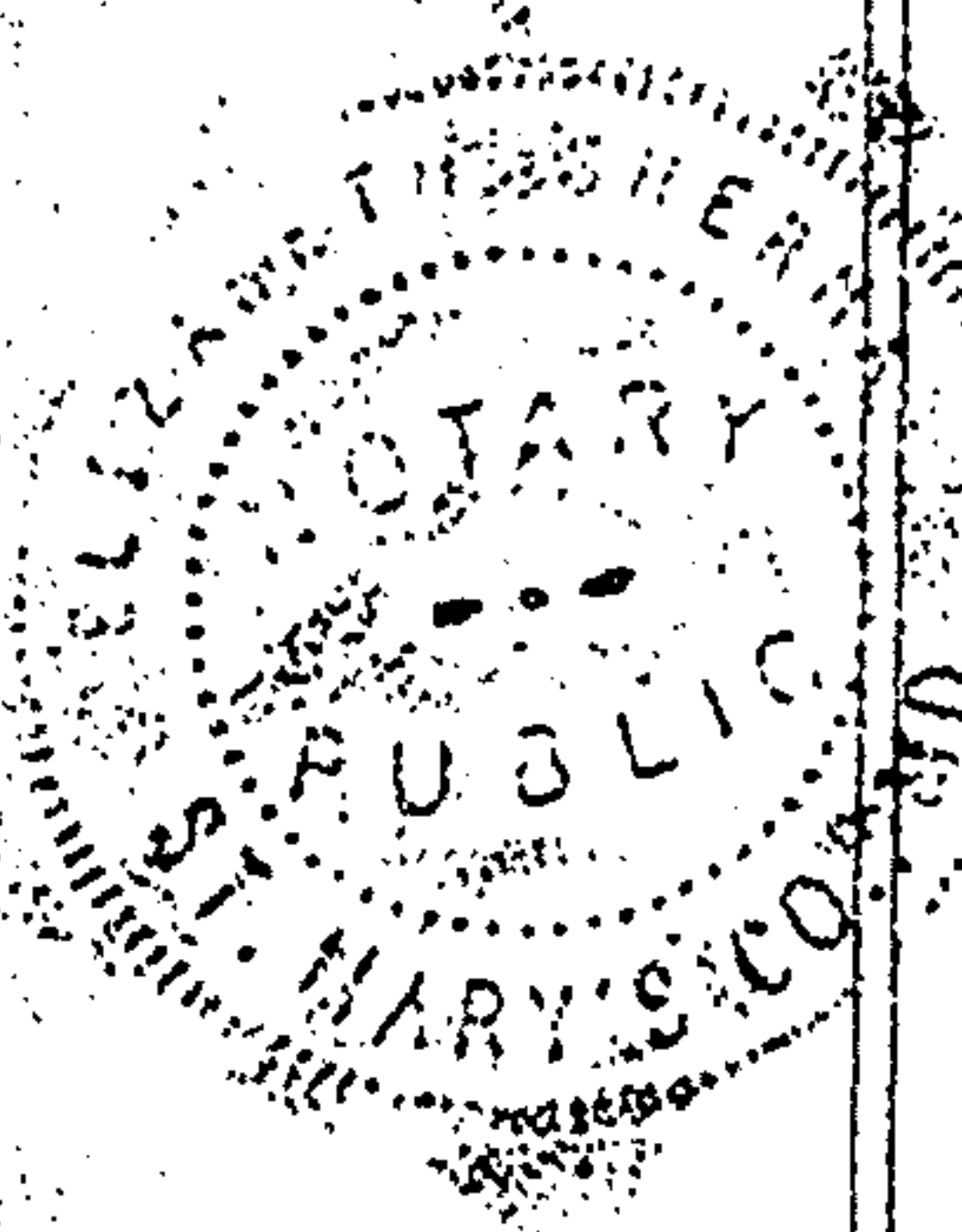
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before me a Notary Public in and for the County of St. Mary's
aforesaid personally appeared Joseph I. Russell

Chairman of the St.

Mary's County Metropolitan Commission, and on behalf of said
Commission did acknowledge the foregoing instrument to be the act
and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal



Elizabeth Sherman

Notary Public

11/1/99

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 21st day of June

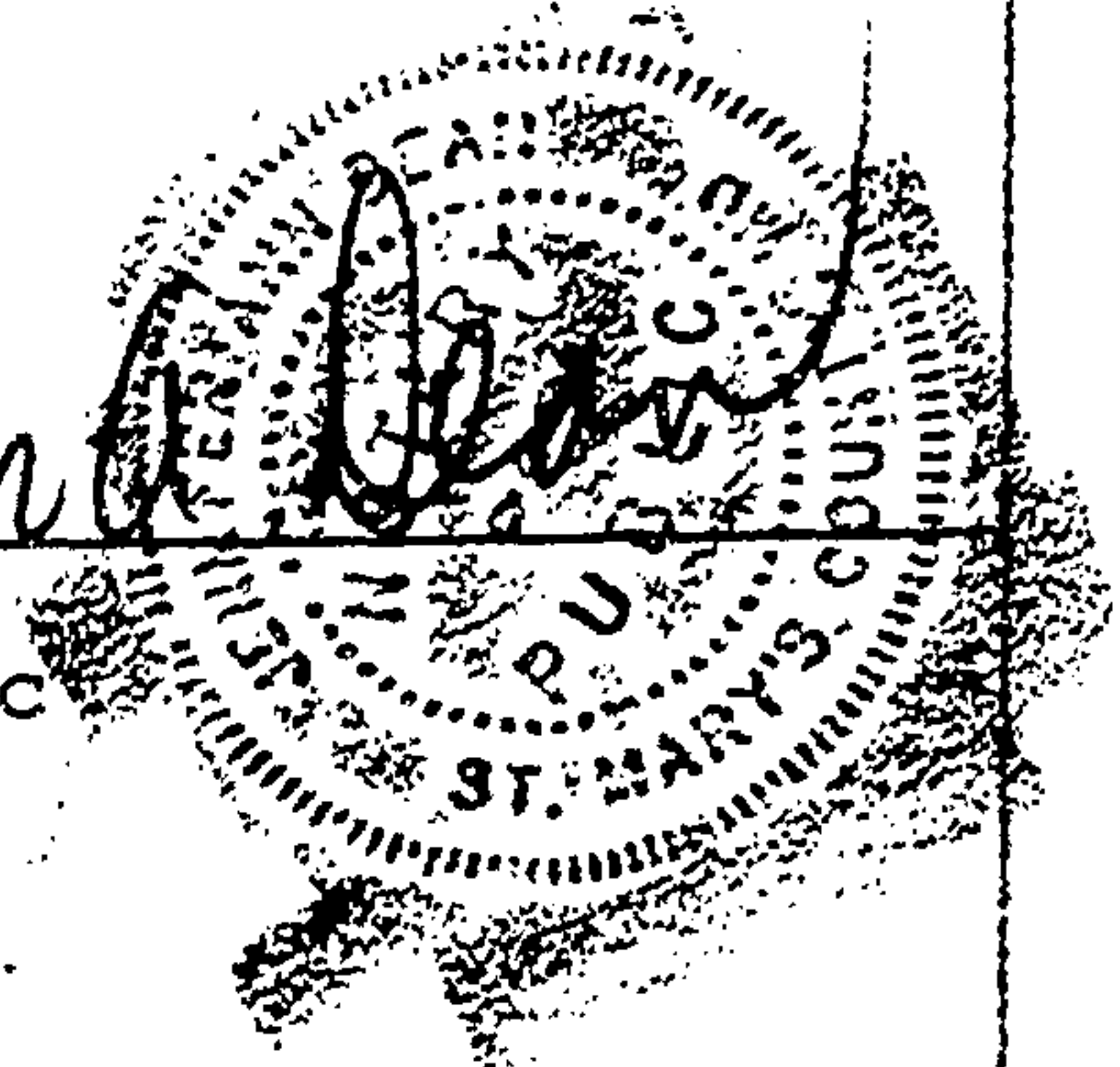
19 95 before me, the subscriber, a Notary Public in

the county aforesaid, personally appeared Joseph D. Weiner

_____ and that he/she/they acknowledged
the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jennifer A. Dean
Notary Public



My Commission Expires: 1/1/99

(OWNER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 21st day of June,
1995 before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared Joseph D. Weiner
and that he/she/they acknowledged the foregoing Public Works
Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jennifer A. Dean
Notary Public



My Commission Expires: 1/1/99

(LENDER #1)

STATE OF _____

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: ESSEX SOUTH 4B & 4C
TOTAL # OF PHASES: ONE
DEVELOPER: JOSEPH D. WEINER

PHASE I:

PLAT REF: LIBER 947 PAGE 580 # LOTS TO BE SERVED: 49

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Water distribution system with all the appropriate appurtenances in accordance with the definition below and the approved plans dated May 15, 1995, by the Metropolitan Commission's Chief Engineer.

_____ COMMISSION PARTICIPATION: NONE

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances,

COMMISSION PARTICIPATION: NONE

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of 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: JWR
(Initials) Joy W. Wilson
Developer: J. P. W. J. D. W. J. P. W.
(Initials)

PUBLIC WORKS AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
RESERVE RPT#999999
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THIS PUBLIC WORKS AGREEMENT, executed this JUNE day of 1995, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), St. Clement's Woods Partnership, (hereinafter, the "Developer"), St. Clement's Woods Partnership, (hereinafter, the "Owner") and First National Bank of St. Mary's, (hereinafter, the "Lender #1"), First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
TOTAL 0.00
RESERVE RPT#999999

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Second (2nd) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as The Woods at Bayside, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central water and sewage facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives

or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of

\$ 57,282.00, conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit E, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the

Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$ 1,718.48 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less

than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$ 83,648.00 based upon \$ 2,614.00 per connection (for a grinder pump and a Certificate of Occupancy inspection) payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$ 176.66 per month based upon 3,164 front feet at \$ 0.67 per front foot per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$ 396.48 per month based upon \$ 12.39 per month per EDU beginning when the service is connected. This Service Charge reflects the currently approved rate and is subject to change.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical, and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set

forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ THIRD above.
4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THIS

30th DAY OF June 1995.

ATTEST:

Secretary

ATTEST:

Charles A. Blythe

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

By: Joseph I. Russell

Joseph I. Russell, Chairman

DEVELOPER/OWNER (St. Clements Woods
Partnership)

By: Philip H. Dorsey, III

Philip H. Dorsey, III
St. Clement's Woods Partnership

PROPERTY OWNER

By: _____

St. Clement's Woods Partnership

LENDER #1

By: L.F. Gray
AVP L.F. Gray

First National Bank of St. Mary's

LENDER #2

By: L.F. Gray
AVP L.F. Gray

First National Bank of St. Mary's

EXHIBITS: B
C
D
E

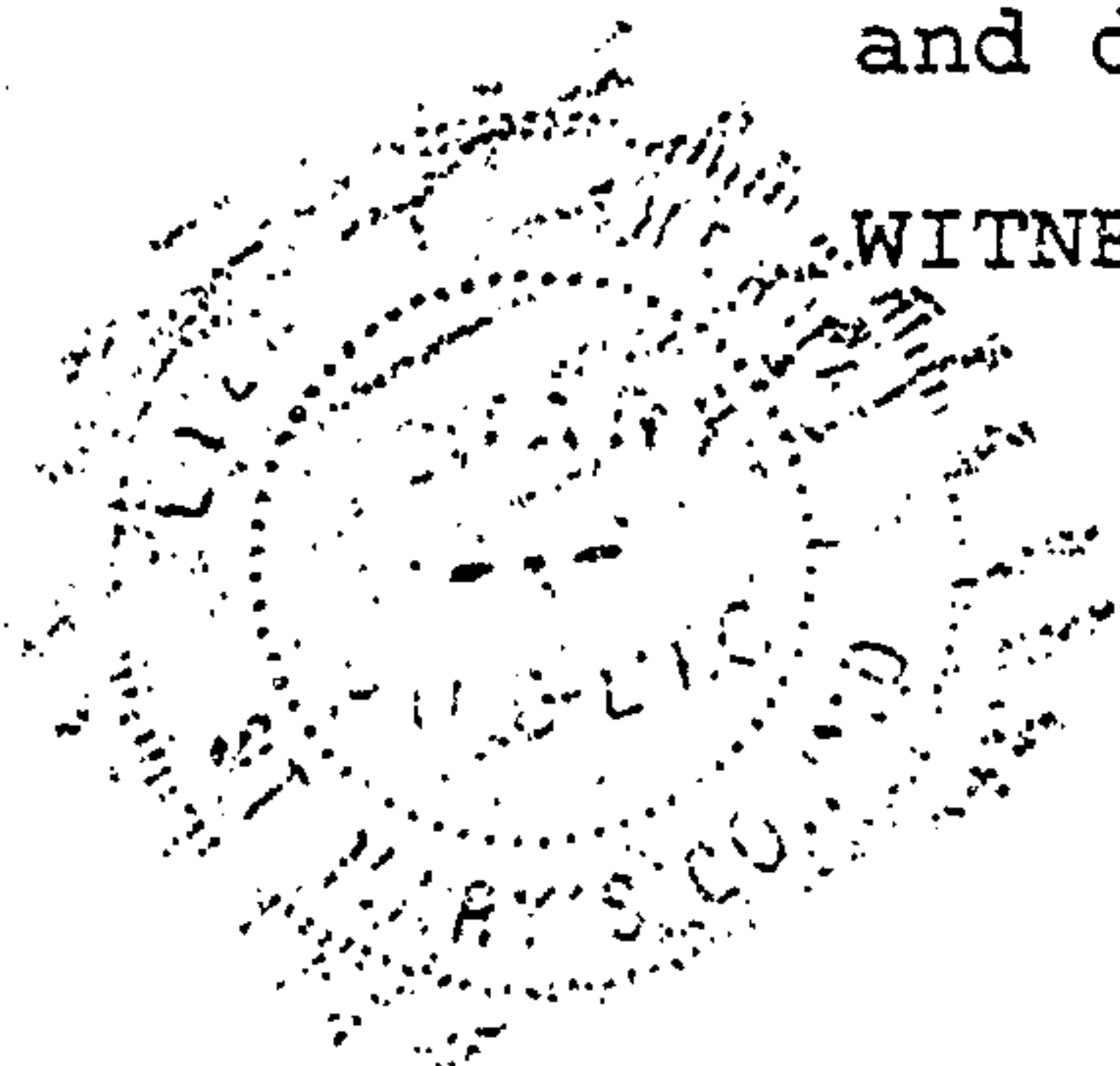
(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 30 day of June 1995, before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell, Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal



Elizabeth Sherman
Notary Public

My Commission Expires: 4/1/99

(OWNER)

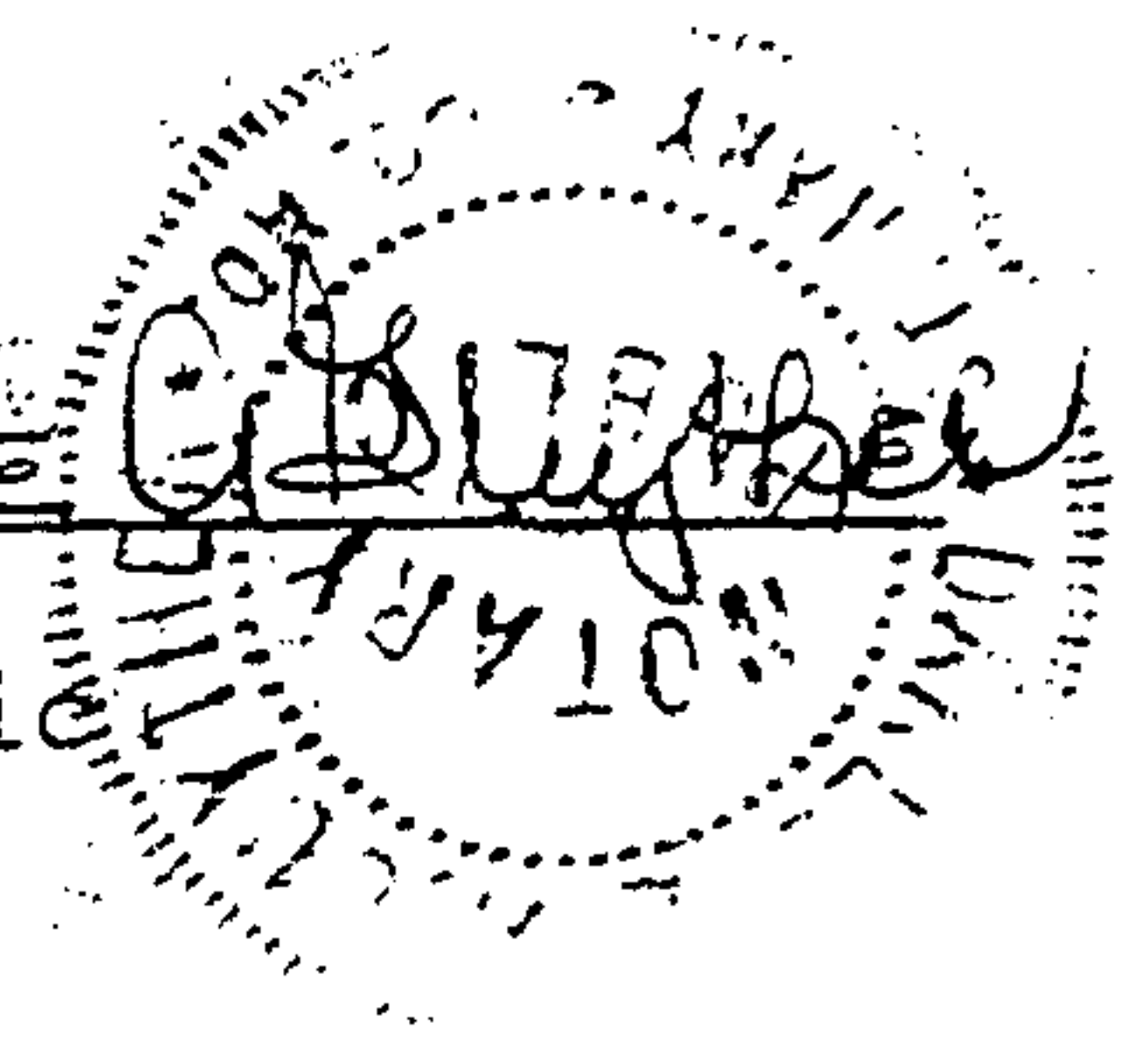
STATE OF MARYLAND

COUNTY OF St Mary's to wit:

I HEREBY CERTIFY that on this 30th day of JUNE 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Philip H Dorsey III, Agent for the St. Clement's Woods Partnership, and that he acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

Darlene G. Bluthel
Notary Public



My Commission Expires: 4-1-97

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF _____ to wit:

I HEREBY CERTIFY that on this _____ day of _____ 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared _____, Agent for St. Clement's Woods Partnership, and that he acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

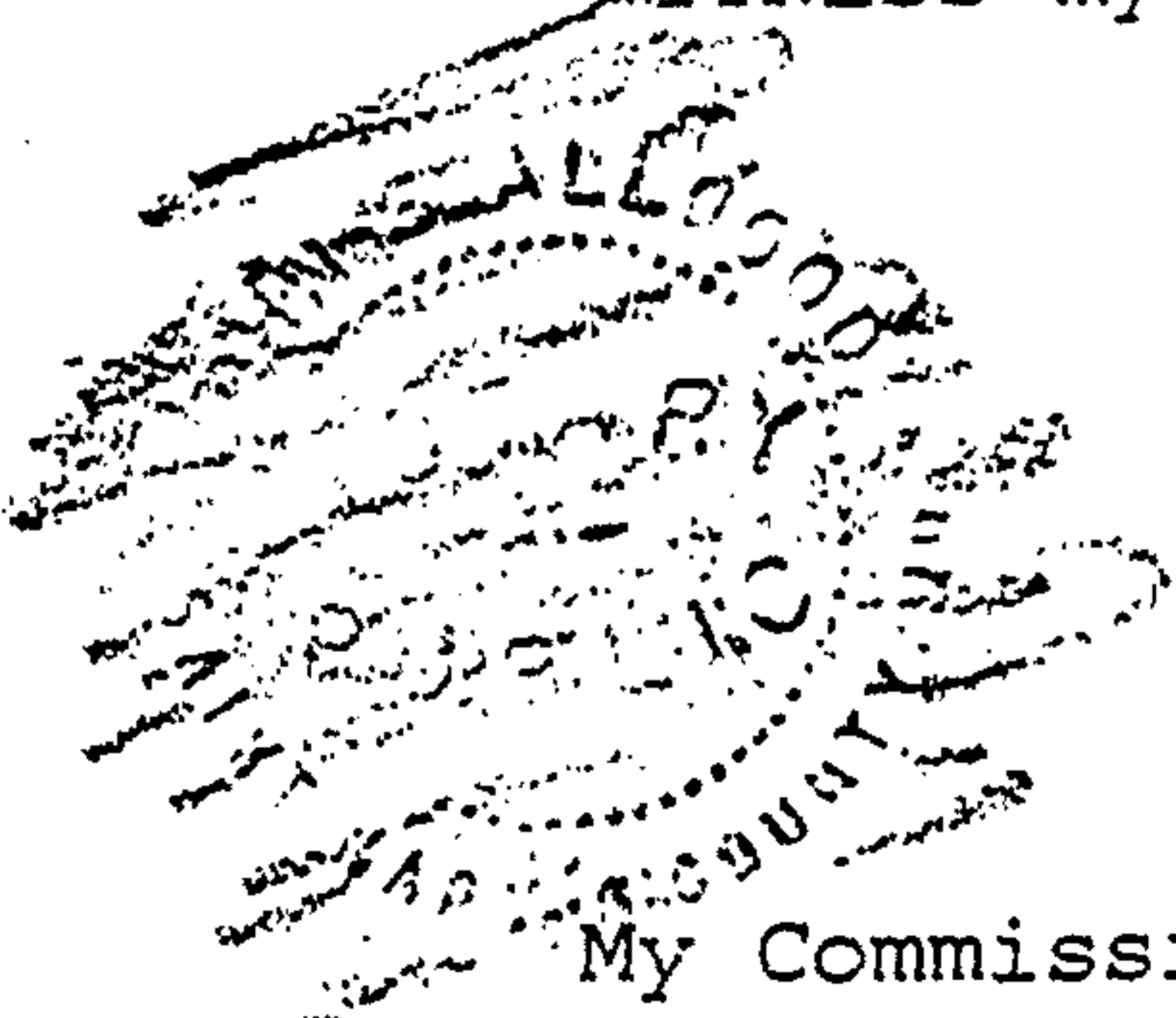
(LENDER #1)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 26th day of June 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L.F. GRAY, Jr., Agent for First National Bank of St. Mary's, and that he acknowledged the execution of the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.



Arthur S. Allegood
Notary Public

My Commission Expires: 9/1/95

(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 26th day of June 1995, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L.F. Gray Jr., Agent for First National Bank of St. Mary's, and that he acknowledged the execution of the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: 9/1/95

EXHIBIT B

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: The Woods at Bayside, Lots 500-16 thru 500-47

TOTAL # OF PHASES: One

DEVELOPER: St. Clement's Woods Partnership

PHASE I:

PLAT REF: MRB 482/90 & 484/317 # LOTS TO BE SERVED: 32

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

FACILITIES TO BE CONSTRUCTED*: Low pressure wastewater collection system in accordance with definition below and the approved plans dated July 12, 1993, by the Metropolitan Commission Chief Engineer.

COMMISSION PARTICIPATION: None

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: 

(Initials)

Developer: 

(Initials)

PUBLIC WORKS AGREEMENT

RECORDING FEE 0.00
TOTAL 0.00
RES 5282 Rcr 4999999
EWA LP BIK#224
APR 86 1996 02:58 PM

THIS PUBLIC WORKS AGREEMENT, executed this JULY, 1995 day of _____, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), DONALD LYNCH (hereinafter, the "Developer"), DONALD LYNCH (hereinafter, the "Owner") and _____ (hereinafter, the "Lender #1"), CEDAR POINT FEDERAL CREDIT UNION (hereinafter, the "Lender #2", Letter of Credit holder), ;

RECORDING FEE 0.00
TOTAL 0.00
RES 5282 Rcr 4999999

W I T N E S S E T H

WHEREAS, the Commission is responsible for all water and sewerage projects in the EIGHTH (8) Sanitary District of St. Mary's County, Maryland (the "County"); and,

EWA LP BIK#224
APR 86 1996 03:28 PM

WHEREAS, Owner is the owner in fee simple of all that lot, tract or parcel of land located in St. Mary's County, Maryland, subject to this Agreement, more particularly described at Exhibit C, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as LYNCH SUBDIVISION, hereinafter referred to as the "Project"; and,

WHEREAS, the Developer, either by requirement of St. Mary's County or by choice, desires to construct certain central sewage facilities and/or central water facilities (the "Facilities"), to serve the Project; and,

WHEREAS, the Developer seeks the approval of the Commission for the construction of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans

for St. Mary's County and any other rules, regulations, directives or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A and Exhibit B, attached hereto and incorporated herein, setting forth a proposed phasing for the construction of the Facilities and a proposed schedule of completion for said phase or phases, said statement having been approved by the Commission. The Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$25,242.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

WHEREAS, Lender #2, if any, and Owner, if different from Developer, have joined in the execution of these presents to acknowledge the obligations of the Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that

Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-phased projects, no phase beyond the first shall be commenced until the Facilities under any of the previous phases have been approved and accepted by the Commission.

THIRD: Developer shall construct the Facilities in accordance with final plans and specifications, and amendments thereto, as approved by the Commission. In the event that final plans and specifications have not been approved at the time of execution of this Agreement, no work in connection with the construction of the Facilities shall be commenced prior to the approval by the Commission of such plans and specifications. Furthermore, within sixty (60) days after the construction of any phase of the Facilities is completed and approved, a completed set of "Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit D, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

FIFTH: Developer shall make available the Property to duly authorized representative of the Commission at all reasonable times for purposes of inspecting construction of the Facilities.

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$757.25 based upon 3% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time

to reimburse the Commission for the direct and indirect cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$630.00 based upon \$90.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$87.29 per month based upon 616.15 front feet at \$1.70 per front foot per year, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$86.73 per month based upon \$12.39 per month per EDU beginning when the service is utilized. This Service Charge reflects the currently approved rate and is subject to change.

Water Service Charge: \$70.56 per month based upon \$10.08 per month per meter for service, beginning when the service is utilized. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. \$1.68/1,000 gallons will be charged over the 18,000 gallon limit. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$250.00 per EDU for development without supply (wells) that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

Water Storage Fees: \$450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon the first of the following to occur:

1. Issuance of a Connection Permit, or
2. Sale of an individual lot or lots, or
3. 365th day after the execution of this Agreement.

SEVENTH: No premises within the Project to be connected to the Facilities shall be occupied or used for any purpose whatsoever prior to the Facilities being accepted by the Commission without the express written prior approval of the Commission.

EIGHTH: Developer shall warrantee all mechanical, electrical and control Facilities for a period of twelve (12) months and all earthwork and associated underground construction for a period of eighteen (18) months after approval and acceptance by the Commission. The warranties shall cover the cost of labor, equipment and materials necessary to correct any problems with the Facilities.

NINTH: The Parties hereto expressly acknowledge that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.

3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.

5. Failure of Developer to prosecute work according to standard specifications.

6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.

7. Failure of Developer to perform any of the terms and conditions of this Agreement.

TENTH: The parties hereto acknowledge and agree that in an event of Default the Commission may take any or all of the following actions:

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

ELEVENTH: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

WITNESS the hands and seals of the parties hereto, this *KA* day of *July* 19*95*.

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *J. Russell*
Joseph I. Russell

Secretary

Chairman

ATTEST:

DEVELOPER

[Signature]

By: *Donald P. Lynch*
Donald P. Lynch
PROPERTY OWNER

By: *Donald P. Lynch*
Donald P. Lynch

LENDER #1

By: _____

Colleen S. Blumell

LENDER #2

By: *Linda Knott*
Linda Knott

EXHIBITS: A

LIBER 1045 FOLIO 588

B

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to

wit:

I HEREBY CERTIFY that on this

1st day of July

19 95

before me a Notary Public in and for the County of St. Mary's

aforsaid personally appeared Joseph L. Russell

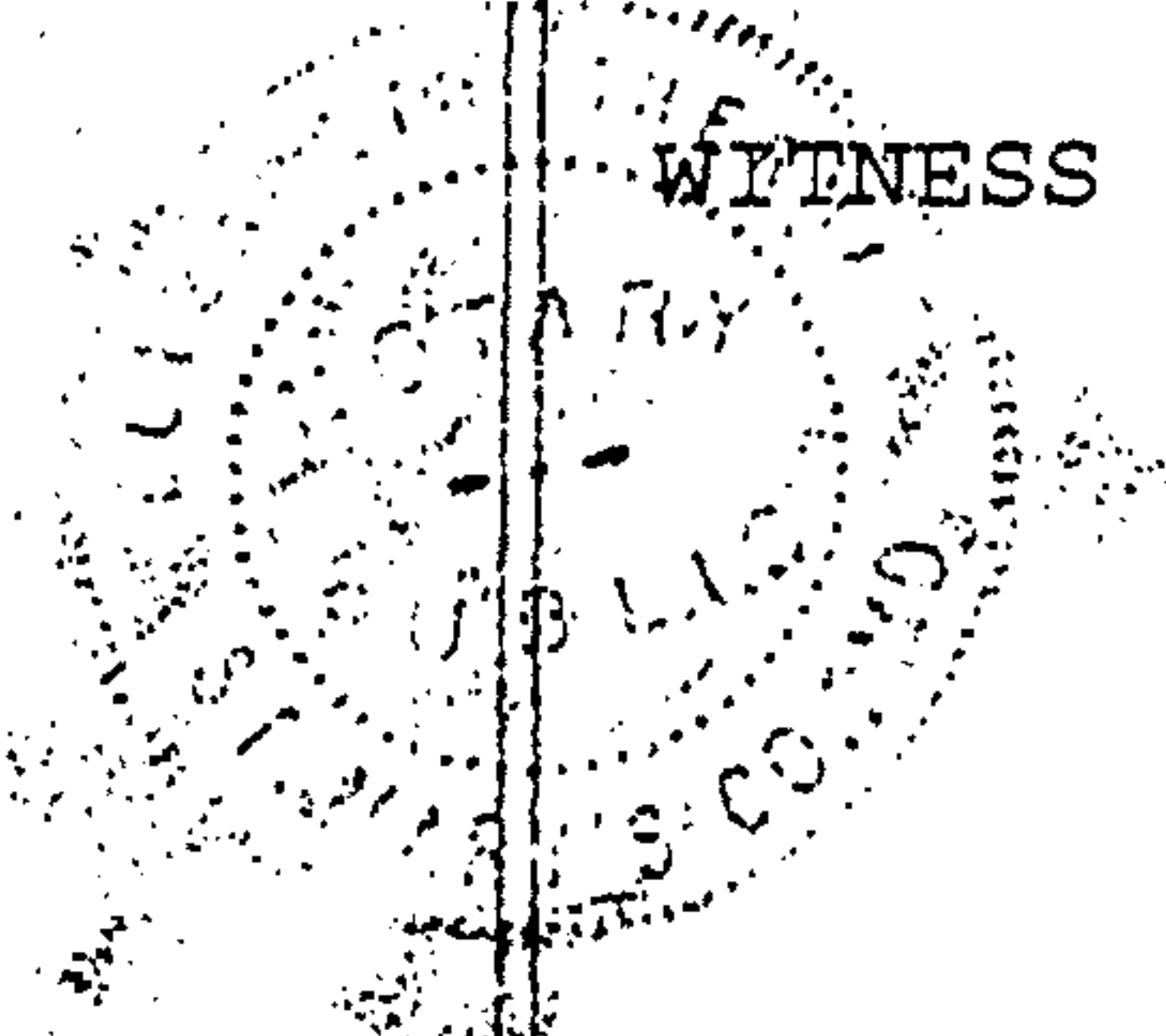
Chairman of the St.

Mary's County Metropolitan Commission, and on behalf of said

Commission did acknowledge the foregoing instrument to be the act

and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal



Elizabeth S. Palmer

Notary Public

1/1/99

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

St. Marys

to wit:

I HEREBY CERTIFY that on this

7th day of July

19 95

before me, the subscriber, a Notary Public in

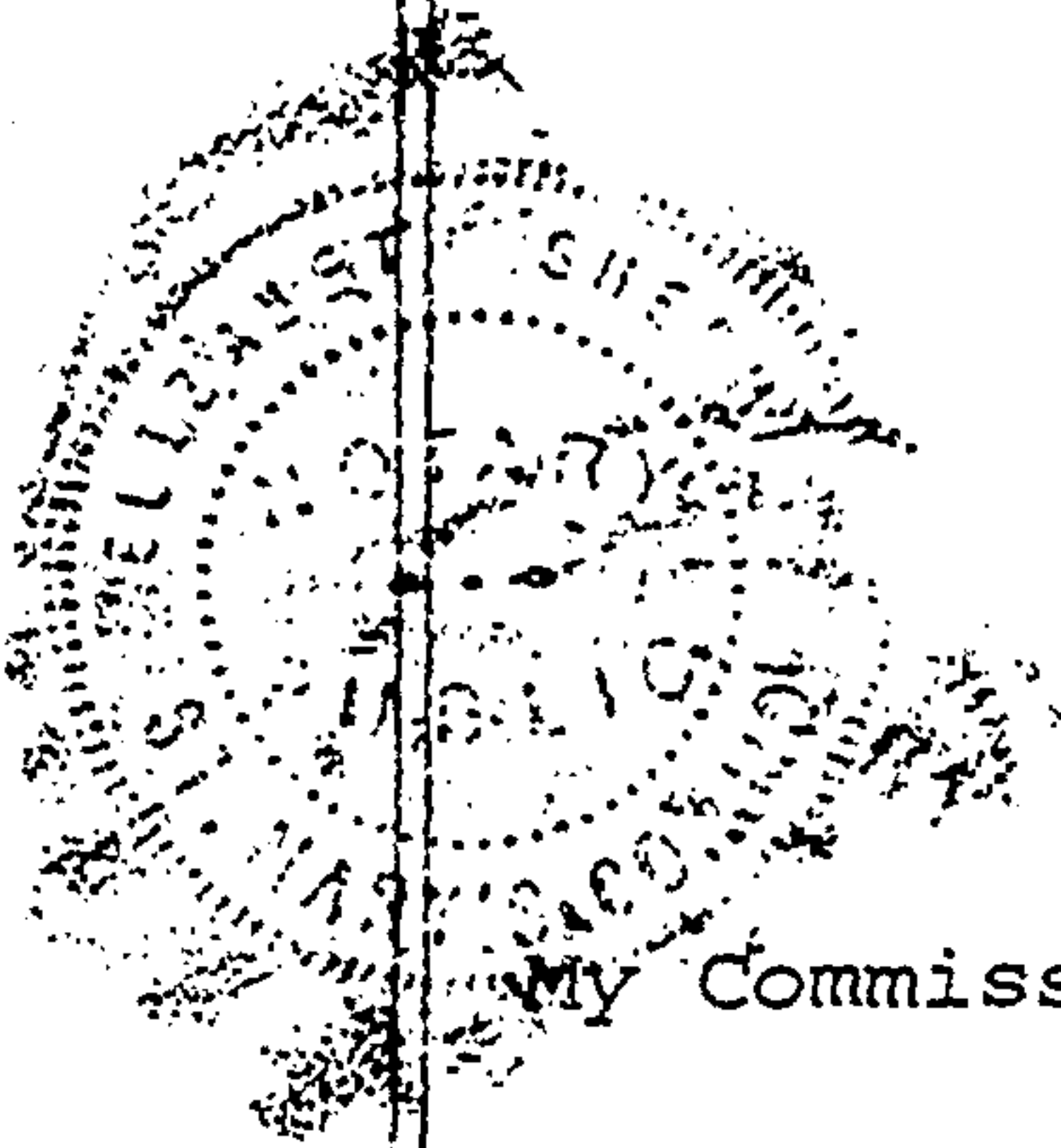
the county aforsaid, personally appeared

Donald P. Lynch

and that he/she/they acknowledged

the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Elizabeth Sherman

Notary Public

My Commission Expires: 1/1/99

(OWNER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 7th day of July, 19 95 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Ronald P. Lemley and that he/~~she~~/they acknowledged the foregoing Public Works Agreement to be his/~~her~~/their act.
WITNESS my hand and Notarial Seal.



Elizabeth Sherman

Notary Public

My Commission Expires: 1/1/99

(LENDER #1)

STATE OF _____

COUNTY OF _____ to wit:

I HEREBY CERTIFY that on this _____ day of _____, 19 _____ before me, the subscriber, a Notary Public in the county aforesaid, personally appeared _____ and that he/~~she~~/they acknowledged the execution of the foregoing

Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 11 day of JULY,
19 95 before me, the subscriber, a Notary Public in the county
aforesaid, personally appeared LINDA KNOTT
and that he/she/they acknowledged the execution of the foregoing
Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Colleen S. Blundell

Notary Public

My Commission Expires: COLLEEN S. BLUNDELL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 29, 1998

LIBER 1045 FOLIO 591

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: LYNCH SUBDIVISION
TOTAL # OF PHASES: ONE
DEVELOPER: DONALD LYNCH

PHASE I:


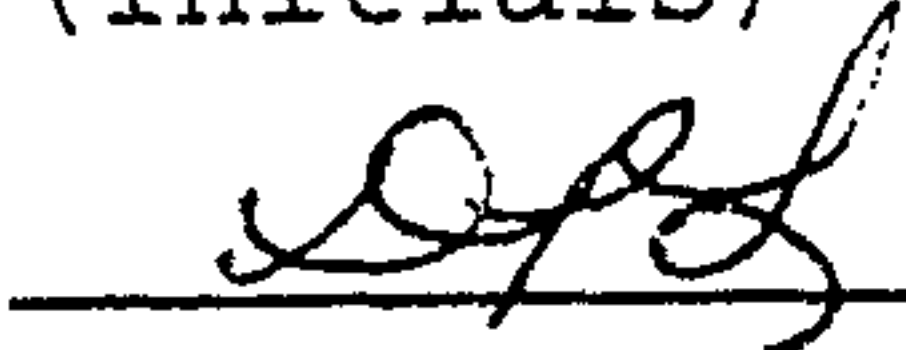
PLAT REF: M.R.B. 204/339 TM43 B15 P55 LOTS TO BE SERVED: -7-

PROJECTED CONSTRUCTION START DATE: JANUARY 1 1996

PROJECTED CONSTRUCTION COMPLETION DATE: JUNE 16, 1996

FACILITIES TO BE CONSTRUCTED*: WATER DISTRIBUTION SYSTEM WITH ALL THE APPURTENANCES IN ACCORDANCE WITH THE DEFINITION BELOW AND THE APPROVED PLANS DATED JUNE 1, 1995, BY THE METROPOLITAN COMMISSION'S CHIEF ENGINEER. COMMISSION PARTICIPATION: NONE

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, 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 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 situated 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 modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: 
(Initials)
Developer: 
(Initials)

LIBER 1045 FOLIO 592

EXHIBIT B

STATEMENT OF

PROPOSED SEWER FACILITIES

AND PHASING

PROJECT NAME: LYNCH SUBDIVISION

TOTAL # OF PHASES: ONE

DEVELOPER: DONALD LYNCH

PHASE I:

PLAT REF: M.R.B. 204/339 TM43 B15 P55 #LOTS TO BE SERVED: -7-

PROJECTED CONSTRUCTION START DATE: JANUARY 1, 1996

PROJECTED CONSTRUCTION COMPLETION DATE: JUNE 16, 1996

FACILITIES TO BE CONSTRUCTED*: SEWAGE COLLECTION SYSTEM WITH

ALL THE APPROPRIATE APPURTENANCES IN ACCORDANCE WITH THE DEFINITION

BELOW AND THE APPROVED PLANS DATED JULY 1, 1995, BY THE

METROPOLITAN COMMISSION'S CHIEF ENGINEER.

COMMISSION PARTICIPATION: NONE

*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, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: 
(Initials)

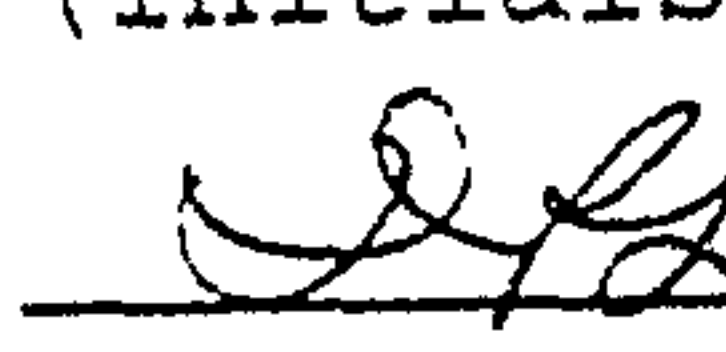
Developer: 
(Initials)

Exhibit D

Donald Lynch

LIBER 1045 FOLIO 593

CEDAR POINT FEDERAL CREDIT UNION

16-Jun-96



BUILDING 1639, NAWC
PATUXENT RIVER, MARYLAND 20670
Phone: (301) 863-7071
Base Ext. 5100

BOOK 0096 PAGE 0596

June 16, 1995

To: County Metropolitan Commission

Re: Guaranty Letter of Credit

Cedar Point Federal Credit Union guaranties up to the amount of \$25,242.00 under the account of Donald Phillip Lynch.

This Guaranty Letter of Credit will expire on June 16, 1996.

Sincerely,

Linda Knott
Operations Officer

PATRICIA A. DEAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 6, 1998

ATM
SERVICES

You Can Count On Us

NCUA

TOTAL P.02

Metropolitan

Commission

Book 6

Page 597

Not Used

—

Skipped

Land Records

RECORDING FEE 0.00
TOTAL 0.00

Res: 15403 Rpt: 1999999

EWA NB Bk: 1047

Apr 11, 1996 11:29 AM

SHA 63.00-26D 3/1/90
Mailing Address:
Records and Research Section
Room 605
707 North Calvert Street
Baltimore, Maryland 21202**STANDARD DEED**FROM THE STATE HIGHWAY
ADMINISTRATION OF THE DEPARTMENT
OF TRANSPORTATION AND THE BOARD
OF PUBLIC WORKS OF MARYLAND

Right of Way Item No.:

21368

THIS DEED OF EASEMENT, made this 22ND day of MARCH in the year 1996, by and between the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes called the "GRANTORS"; and **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, a body corporate and politic, hereinafter sometimes called the "GRANTEE."

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in St. Mary's County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, or is about to construct a certain State Highway and/or Bridge known and designated as MD Route 246 - Great Mills to St. Mary's City; and

WHEREAS, the State Highway Administration has prepared, or caused to be prepared Right of Way Plats designated as State Highway Administration Plat numbered 53547 (Rev. 6/20/95) which Plat is has been recorded or is intended to be recorded among the Land Records of the aforesaid County in the appropriate Plat Book; and

WHEREAS, the said Plat shows the land, easements, rights and controls of access which have been determined by the State Highway Administration as necessary to be retained by the State for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, or to be constructed, as aforesaid; and

WHEREAS, the State Highway Administration has agreed, for good and valuable considerations, to convey unto the GRANTEE herein the perpetual right to use the area of land, hereinafter described, for the purpose of servicing and maintaining an existing sewer line; and

WHEREAS, under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant unto **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, a body corporate and politic, its successors and assigns, the perpetual right to use the area of land, containing 0.143 of an acre of land, more or less, and identified on the aforesaid Plat as being part of the bed of the road of the former MD Route 5-A and also being described on Exhibit No. 1, which is attached hereto and made a part hereof, for a perpetual easement area for the purpose of servicing and maintaining Grantee's existing sewer line.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION, its successors and assigns forever, all of the following described land, easements, rights, privileges and controls.

Met Comm
RecordsRECORDING FEE 0.00
TOTAL 0.00

Res: 15403 Rpt: 1999999

EWA NB Bk: 1047

Apr 11, 1996 11:37 AM

3/1/90

SHA 63.00-26D

(B)

ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging or in anywise appertaining, lying between the outermost lines designated "Right of Way Line" and "Base Line of Right of Way Line," as shown and/or indicated on State Highway Administration Plat numbered 53547 (Rev. 6/20/95) all of which Plat is made a part hereof and which is duly recorded, or intended to be recorded, among the Land Records of the aforesaid County.

ANY AND ALL RIGHT WHATSOEVER of the Grantee, its successors and assigns, of vehicular ingress or egress between the herein granted perpetual easement area and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there never will be any vehicular access to or from said highway and the perpetual easement area across those portions of the said right of way lines which are so marked on the above mentioned Plat.

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

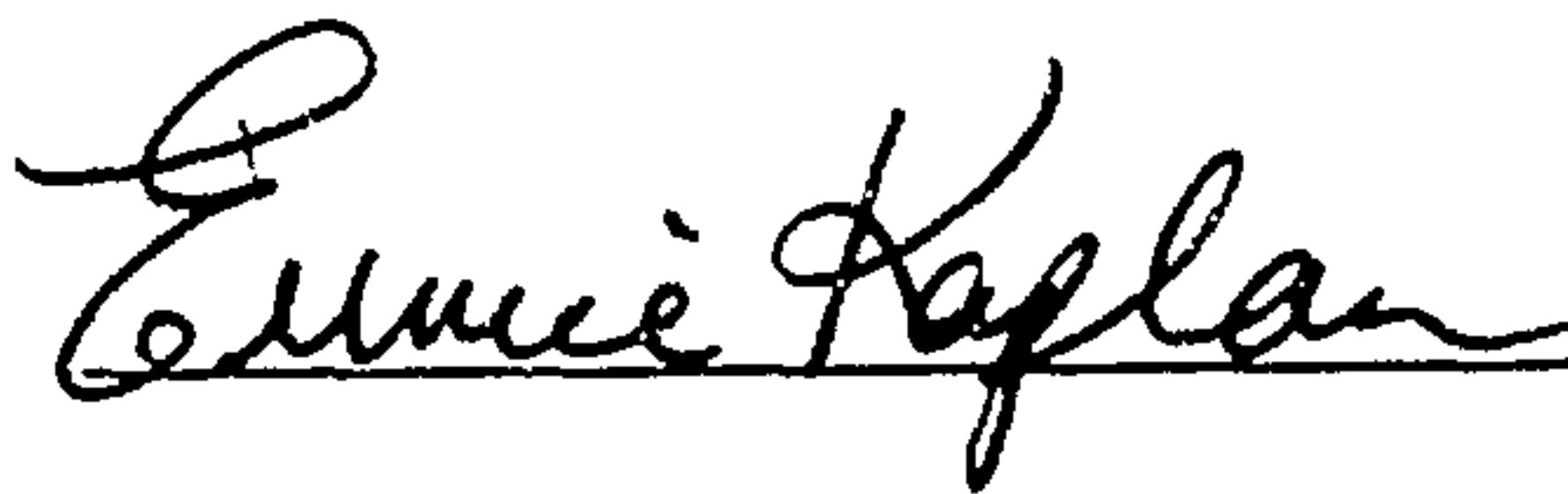
TO HAVE AND TO HOLD the perpetual easement area, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, a body corporate and politic, its successors and assigns.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of the rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the GRANTEE and shall be binding upon the GRANTEE, its successors and assigns.

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:



STATE HIGHWAY ADMINISTRATION OF THE
DEPARTMENT OF TRANSPORTATION

By: _____

Hal Kassoff
State Highway Administrator

(Seal)



3/1/90

SHA 63.00-26D

(C)

Approved as to Form and Legal Sufficiency

Libby Creamer
Assistant Attorney General

Parris N. Glendening (Seal)
Parris N. Glendening
Governor of Maryland

Concurred in by:

[Signature]
Robert J. Finck
Director, Office of Real Estate

[Signature] (Seal)
Louis L. Goldstein
Comptroller of Maryland

WITNESS:

[Signature]
Secretary

[Signature] (Seal)
Richard N. Dixon
Treasurer of Maryland

Constituting the BOARD OF
PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND - COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared Hal Kassoff, State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 30TH day of JAN in the year 1996.

James F. Mahoney (Seal)
Notary Public

My Commission Expires: OCT. 1, 1997

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared

- Parris N. Glendening - Governor of Maryland
- Louis L. Goldstein - Comptroller of Maryland
- Richard N. Dixon - Treasurer of Maryland

constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 22nd day of MARCH in the year 1996.

Marion J. Boschere (Seal)
Notary Public

My Commission Expires: 12/1/99

LIBER 10:7 FOLIO 22
33K 0006 PAUL 0601

PERPETUAL EASEMENT FOR SEWER LINES
GRANTED BY THE
STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
ST. MARY'S COUNTY METROPOLITAN COMMISSION,
A BODY POLITIC AND CORPORATE OF THE STATE OF MARYLAND

Right of Way Project No.: SM 292-001-515
Right of Way Project: Md. Rte. 246 - Great Mills to
St. Mary's City

Former Md. Rte. 5-A


.....

BEGINNING FOR THE SAME at a point in the northerly right of way line of the Cedar Point Road Connection leading from Md. Rte. 246 to Cedar Point Road, said point of beginning being the intersection of the aforementioned northerly right of way line (Cedar Point Road Connection) and a line of division hereby established as the northwesterly limit of a St. Mary's County Perpetual Easement For Sewer Lines, hereby being granted, said line of division being previously established as the northwesterly right of way line and existing right of way line of former Md. Rte. 5-A (Cedar Point Road).

SAID POINT OF BEGINNING being situate 36.10 feet measured radially to the right of station 01 + 13.68 of the base line of right of way (Cedar Point Road Connection), as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 53547 (revised 6-20-95), recorded or intended to be recorded among the Land Records of St. Mary's County; running thence and binding along the aforementioned line of division hereby established as the northwesterly limit of a St. Mary's County Perpetual Easement For Sewer Lines, hereby being granted, N 37° 07' 08" E 315.46 feet to intersect the northwesterly right of way line of Md. Rte. 246, running thence and binding thereon by a curve to the left having a radius of 1,472.39 feet for an arc length of 107.21 feet, said curve being subtended by a chord bearing S 23° 37' 53" W for a chord distance of 107.19 feet to intersect a line of division hereby established as the southeasterly limit of a St. Mary's County

LINER 1047 FOLIO 23
0006 PAGE 0602

Perpetual Easement For Sewer Lines, hereby being granted, said line of division being previously established as the centerline of former Md. Rte. 5-A (Cedar Point Road), running thence and binding on said line of division, S 37° 07' 08" W 189.89 feet to intersect the aforementioned northerly right of way line (Cedar Point Road Connection), running thence and binding thereon, S 85° 38' 06" W 32.87 feet to the place of beginning.

CONTAINING: 6,247 square feet or 0.143 of an acre plus or minus and being designated "St. Mary's County Perpetual Easement For Sewer Lines" shown shaded thus:  on the State Highway Administration-State Roads Commission of Maryland's plat numbered 53547 (revised 6-20-95), recorded or intended to be recorded among the Land Records of St. Mary's County.

BEING PART OF THE BED of the road of former Md. Rte. 5-A (Cedar Point Road).

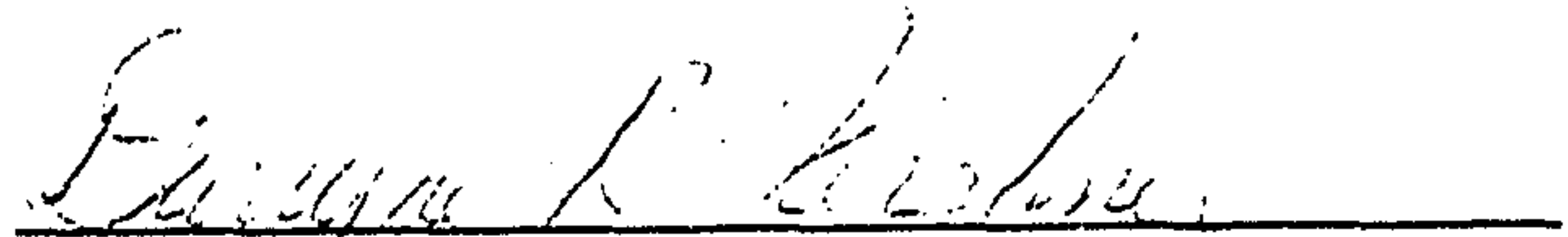
BEING PART of the right of way and land which by deed plats lettered "DTO" and "DTQ", dated April 21, 1920 and June 10, 1920, respectively, recorded or intended to be recorded among the Land Records of St. Mary's County, was conveyed by Ernest Bohanan, et al, to the State of Maryland to the use of the State Roads Commission of Maryland.

THE ABOVE DESCRIBED PARCEL OF LAND being subject to the Denial of Vehicular Access Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Highway Administration-State Roads Commission of Maryland's plat numbered 53547 (revised 6-20-95), recorded or intended to be recorded among the Land Records of St. Mary's County.


REC'D 10/17 FOLIO 24
0006 PAUL 0603

AFFIDAVIT OF CONSIDERATION

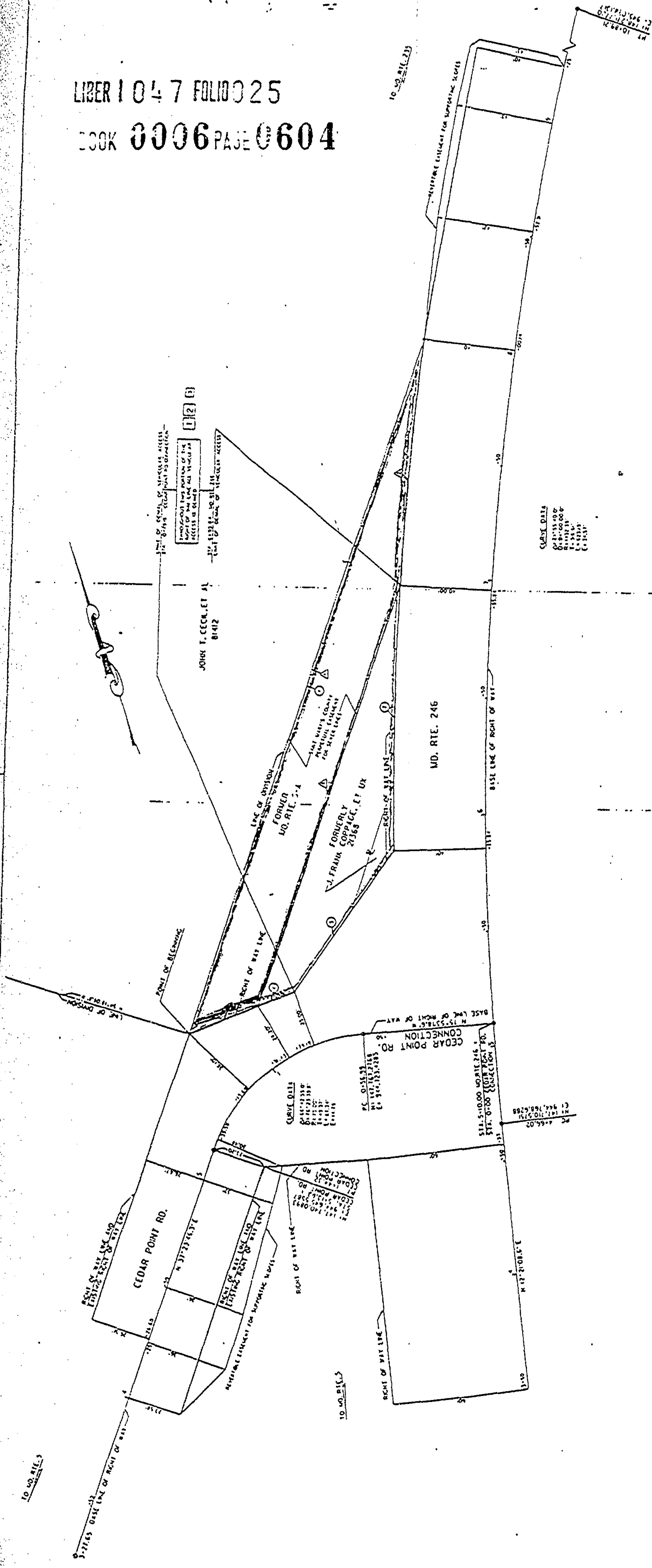
I, Dwayne R. Kershner, hereby certify under the penalties of perjury that there is no monetary consideration paid or to be paid for the foregoing conveyance.


Dwayne R. Kershner, Affiant
Real Estate Officer
Real Estate Sales

I hereby certify that this instrument has been prepared under my supervision, an attorney admitted by the Court of Appeals of Maryland.


Assistant Attorney General
State Highway Administration

12-12-95
D3:MDRTSA.DD:alh



SECT. * REC'D LIBER	FOLIO	MEASUREMENTS
1	315.46'	N 31° 07' 08" E 315.46'
2	220.28'	R= 1,472.39'
3	220.08'	CHD. S 21° 25' 52" W 220.08'
4	74.87'	S 54° 12' 30" W 74.87'
5	49.31'	S 86° 38' 06" W 49.31'

SECT. * REC'D LIBER	FOLIO	MEASUREMENTS
1	315.46'	N 31° 07' 08" E 315.46'
2	107.21'	R= 1,472.39'
3	107.19'	CHD. S 23° 37' 53" W 107.19'
4	189.89'	S 31° 07' 08" W 189.89'
5	32.87'	S 86° 38' 06" W 32.87'

AREA CONVEYED OR TO BE CONVEYED BY THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND.
 9,772 SQ. FT. OR 0.224 AC. ±
 SHOWN THUS: [Symbol]

PERPETUAL EASEMENT AREA CONVEYED OR TO BE CONVEYED TO SAINT MARY'S COUNTY METROPOLITAN COMMISSION BY THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND.
 6,247 SQ. FT. OR 0.143 AC. ±
 SHOWN THUS: [Symbol]

STATE OF MARYLAND
 DEPARTMENT OF TRANSPORTATION
 STATE HIGHWAY ADMINISTRATION
 STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: GREAT WELLS TO ST. MARY'S CITY
 FEDERAL AID PROJECT NO.: SM 232-1-515
 SCALE: 1" = 20'

PLAT NO. 53547

ST. MARY'S COUNTY METROPOLITAN COMMISSION
 SEC'D LIBER FOLIO
 1 N 31° 07' 08" E 315.46'
 2 R= 1,472.39'
 3 CHD. S 23° 37' 53" W 107.19'
 4 S 31° 07' 08" W 189.89'
 5 S 86° 38' 06" W 32.87'

PREPARED BY: SARIE MARI'S PLATS AND SURVEYS DIVISION
 CONSTRUCTION PROJECT: MD. RTE. 246 - MD. RTE. 5 TO WEST OF SARATOGA DRIVE
 CONSTRUCTION PROJECT NO.: SM 151-501-571

NEAREST EASEMENT FOR SUPPORTING ROADS.
 NEAREST EASEMENT FOR SPECIAL PURPOSE AS NOTED BY NOTATION ON PLAN.
 NEAREST EASEMENT FOR SPECIAL PURPOSE AS NOTED BY THIS PLAN.
 NEAREST EASEMENT FOR SPECIAL PURPOSE AS NOTED BY NOTATION ON THIS PLAN.
 NEAREST EASEMENT FOR SPECIAL PURPOSE AS NOTED BY NOTATION ON THIS PLAN.
 NEAREST EASEMENT TO BRIDGE RAMP OR BRIDGE FROM EXISTING ROAD.
 NEAREST EASEMENT TO BRIDGE RAMP OR BRIDGE FROM EXISTING ROAD.
 NEAREST EASEMENT TO BRIDGE RAMP OR BRIDGE FROM EXISTING ROAD.

APPROPRIATE LEGAL NOTICE FROM PLATTEE TO THE STATE HIGHWAY ADMINISTRATION.

APPROVED BY: [Signature]



LIBER 1047 FOLIO 026
 BOOK 0006 PAGE 0605
Maryland Department of Transportation
State Highway Administration

O. James Lighthizer
 Secretary
 Hal Kassoff
 Administrator

Mr Joe Mitchell
 representing the St. Marys County
 Metropolitan Commission
 24 Courthouse Drive
 LEONARDTOWN MD

DATE

Project: SM 292-1-515
 Former: MD R1e 5-A Roadbed
 Item No.: 21368

Dear Mr Mitchell

Thank you for _____ check number _____
 for _____.

Enclosed is the executed deed conveying the excess land of the
 above property. It would be appreciated if you would have this
 deed recorded among the Land records of St Marys County
 and forward to us the date of recordation, liber and folio
 numbers so that we may close our records.

Thank you for your cooperation in this matter.

Sincerely,

Dwayne R Keshner

Property Manager
 Office of Real Estate

Enclosure: Deed with plat
 cc:

Deed received *[Signature]*

Date 7 April 1971

My telephone number is _____

Teletypewriter for Impaired Hearing or Speech
 383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
 707 North Calvert St. Baltimore, Maryland 21203-0717