

Mail to: ST. MARY'S METROPOLITAN COMMISSION
21801 N. SHANGRI-LA DR, SUITE F
LEXINGTON PARK, MD 20653

LIBER 1078 FOLIO 390

This Deed, MADE THIS 2nd day of August, 1996, by and between J. D. MURRAY, party of the first part; and ST. MARY'S METROPOLITAN COMMISSION, party of the second part.

WITNESSETH, That in consideration of the sum of ONE AND 00/100 (\$1.00), the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all that lot of ground situate in ST. MARY'S County, State of Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as PARCEL A, WATER TANK SITE, CONTAINING 0.49 ACRES MORE OR LESS, in the subdivision known as "RESUBDIVISION OF LOT 82, PERSIMMON HILLS, SECTION ONE", as recorded thereof among the Plat Records of St. Mary's County, Maryland in Plat Book ABE 36, page 5. Being in the Fifth Election District of said County.

TOGETHER with a 20 foot access and water line easement.

TAX ID:

BEING part of the same property as conveyed by a Deed dated December 15, 1989 and recorded thereof among the Land Records of St. Mary's County, Maryland in Liber MRB 512, folio 340 from C. G. FOX LUMBER COMPANY unto the Grantor herein.

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 party of the second part, its successors and assigns, in fee simple.

Manor Title & Escrow
2313 Mt. Harmony Rd
Owings, MD 20736
301 855-4277
Case WATERTANK

RECORDING FEE 0.00
TOTAL 0.00
RESUBS REC-14999999
EVA PL BIL#164
AUG 02, 1996 01:24 PM

THE FID SURV \$ 0.00
RECORDING FEE 0.00
RECORDATION T 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00
RESUBS REC-14999999
EVA PL BIL#164
AUG 02, 1996 01:19 PM

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:

[Handwritten Signature]

J. D. MURRAY (SEAL)

(SEAL)

STATE OF MARYLAND
COUNTY OF CALVERT, to wit:

I HEREBY CERTIFY, That on this 2nd day of August, 1996, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared J. D. MURRAY known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten Signature]

Notary Public
My commission expires: June 23, 1997

THIS IS TO CERTIFY that the within instrument was prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

[Handwritten Signature]

(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.)

THIS IS TO CERTIFY THAT ALL
TAXES ON THIS PROPERTY HAVE
BEEN PAID THROUGH *No Tax Due - 1996*
[Handwritten Signature] TREASURER
ST. MARY'S COUNTY, MD

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County.

[Handwritten Signature] 8/2/96

MODIFICATION TO EASEMENT AGREEMENT

THIS MODIFICATION TO EASEMENT AGREEMENT, made this 6th day of August, 1996, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, a body corporate and politic, GRANTOR, and WICOMICO, INC, a Maryland Corporation, CHAPTICO LAND DEVELOPMENT COMPANY, a Maryland Corporation and ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body corporate and politic of the State of Maryland, GRANTEES.

IMP FD SURE \$ 2.00
 RECORDING FEE 75.00
 TOTAL 77.00

WHEREAS, the GRANTOR, as successor in interest to Chaptico Recreation Corporation, is the owner in fee simple of a tract or parcel of land located in the Fourth Election District of St. Mary's County, Maryland, known as the Wicomico Shores Golf Course, further described as Tract I, Parcels A and B as set forth on a plat entitled "Plat of Right of Ways, Wicomico Shores Golf Course" prepared by D.H. Steffens Co. dated December 15, 1986, and more particularly described in a Confirmatory Deed dated October 29, 1993, from CHAPTICO RECREATION CORPORATION, Grantor, to the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, Grantee, recorded among the Land Records of St. Mary's County, Maryland, at Liber 0858, Folio 303 and recorded at Book 375, Page 55 and 56; and

Rest # 5483 Rcpt # 12959
 EPA TLG Blk # 689
 AUG 08, 1996 02:28 PM

WHEREAS, by Articles of Sale and Transfer dated June 7, 1993, CHAPTICO WATER AND SEWER COMPANY conveyed all of its property and assets to ST. MARY'S COUNTY METROPOLITAN COMMISSION, Grantee herein; and,

IMP FD SURE \$ 2.00
 RECORDING FEE 75.00

WHEREAS, Grantees herein, WICOMICO, INC., and CHAPTICO LAND DEVELOPMENT COMPANY, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION as successor in interest to CHAPTICO WATER AND SEWAGE COMPANY, were granted an easement across the land of the Grantor herein from Executive Boulevard to Parcel One (d) by EASEMENT AGREEMENT dated June 30, 1987, by and between CHAPTICO RECREATION CORPORATION, Grantor, and WICOMICO, INC., CHAPTICO WATER & SEWAGE COMPANY and CHAPTICO LAND DEVELOPMENT COMPANY, Grantees, recorded among the Land Records of St. Mary's County, Maryland, at Liber 372, Folio 50; and,

TOTAL 77.00
 Rest # 5483 Rcpt # 12959
 EPA TLG Blk # 618
 AUG 08, 1996 02:35 PM

WHEREAS, Grantees herein, WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, as successor in interest to CHAPTICO WATER AND SEWER COMPANY, were granted a blanket easement upon, across, over, and under the land of the Grantor to construct, operate, replace, repair, and maintain thereon and along the roads, streets or highways abutting said land, such water, sewer, electric, and other utility lines, pipes, and distribution systems as needed from time to time by said Grantees by GRANT OF EASEMENT dated December 15, 1986, by and between CHAPTICO RECREATION CORPORATION, Grantor, and WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY and CHAPTICO WATER AND SEWER COMPANY, Grantees, and recorded among the Land Records of St. Mary's County at Liber 327, Folio 234.

WHEREAS, the Grantor and Grantees desire to modify the fifty foot easement from Executive Boulevard to Parcel One (d) set forth above to be realigned and located as set forth pursuant to a "PLAT OF EASEMENT", PARCEL "B", LAND OF "BOARD OF ST. MARY'S COUNTY COMMISSIONERS", "WICOMICO SHORES MUNICIPLE GOLF COURSE", dated 6/25/95, and signed 6/23/95 as the date of last field work, prepared by D.H. Steffens Co., attached hereto as Exhibit A and incorporated herein, and to add covenants to the GRANT OF EASEMENT dated December 15, 1986, and to the EASEMENT AGREEMENT dated June 30, 1987, with respect to said 50' easement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY, and ST. MARY'S COUNTY METROPOLITAN COMMISSION, their respective successors and assigns, in perpetuity, a fifty (50) foot easement extending from Executive Boulevard to the parcel entitled "WICOMICO, INC. PARCEL ONE (d)" as set forth on a plat entitled "PLAT OF EASEMENT, PARCEL "B", LAND OF "BOARD OF ST. MARY'S COUNTY COMMISSIONERS", "WICOMICO SHORES MUNICIPLE GOLF COURSE", dated 6/25/95, and executed 6/23/95 as the date of last field work, prepared by D.H. Steffens Co., attached hereto as Exhibit A and incorporated herein.

Grantees, WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, their respective successors and assigns, may use said easement for egress and ingress over Grantors land to the 15.275 acres parcel of land also known as PARCEL ONE (d). Any one or all of the Grantees are further hereby granted the right to grade and construct such roadway as deemed appropriate by any of said Grantees to serve the 15.275 acres parcel known as Parcel One (d) from time to time, including the right to place such pavement, curbs, gutters, drainage or other improvements necessary to construct any such road. The easement granted herein is comprehensive and shall also allow for placement of such utility services and lines including but not limited to electric, water, sewer, telephone, as deemed appropriate by any of said Grantees and their successors or assigns for the service of said PARCEL ONE (d) (15.275 acres) and any subdivision or development thereon. Prior to said roads inclusion into the County's maintenance system, it shall be constructed in accordance with current County procedures and in accordance with the County's Road Ordinance.

In addition, Grantor hereby grants Grantees, WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, their successors and assigns, a construction easement and drainage easement contiguous on both sides of the fifty (50) foot right-of-way granted herein which may be utilized during construction of any improvements within the fifty (50) foot right-of-way and for drainage off of said fifty (50) foot right-of-way. The area of said construction easement shall consist of the adjoining lands of Grantor reasonably necessary for the efficient construction of improvements within the fifty (50) foot right-of-way and drainage therefrom. Such construction shall be performed within a time and manner so as to not unreasonably interfere with operations of Grantor's property. Any area disturbed outside the fifty (50) foot easement by construction shall be restored to the condition existing prior to being disturbed. The obligation to restore shall be that of

whichever Grantee, successor or assign causes the disturbance.

The St. Mary's County Metropolitan Commission hereby agrees to construct improvements at its expense to the roadway to St. Mary's County R2 Road Standards from Executive Boulevard to the approximate location of its water tower as shown on the attached plat. Additionally, the St. Mary's County Metropolitan Commission agrees to upgrade said improvements on the designated area of the right-of-way as a completed roadway acceptable for inclusion into the County road system to the R2 Road Standard and to construct all necessary upgrades to said area of the right-of-way within nine (9) calendar months of written request to do so by Wicomico, Inc. or its successors and assigns. The stretch of road to be so improved by the St. Mary's County Metropolitan Commission extends from Executive Boulevard to the water tower as set forth on the attached Exhibit A. Grantor hereby consents to these improvements.

Additionally, the Easement as set forth herein crosses an underground water pipe constructed by the St. Mary's County Metropolitan Commission, as depicted on the attached plat. St. Mary's County Metropolitan Commission agrees to be responsible for said pipe in the event road improvements are constructed over the right-of-way by Wicomico, Inc. or Chaptico Land Development Company or their successors and assigns. Wicomico, Inc., Chaptico Land Development Company or their successors and assigns shall have no responsibility to protect or move said pipe or to repair or replace said pipe as a result of road construction. All responsibility for repair, replacement, protection, relocation or any damage or expense related to said pipe shall be solely that of the St. Mary's County Metropolitan Commission, provided that Wicomico, Inc., Chaptico Land Development Company, or their respective successors and assigns, shall notify St. Mary's County Metropolitan Commission six (6) months prior to the construction of any roadway within the fifty (50) foot right-of-way, and over said pipe. Notwithstanding the aforesaid, in the event that Wicomico, Inc., its successors and assigns shall transfer or assign its interest in the fifty (50) foot right-of-way to the Grantor, its successors or assigns, then,

and in that event, the obligations of the St. Mary's County Metropolitan Commission shall terminate.

The Fifty (50) foot realigned right-of-way runs through an existing metal shed. If improvements are constructed by Grantees, Wicomico, Inc. or Chaptico Land Development Company or their successors and assigns that require the removal of said shed, Grantees, Wicomico, Inc. or Chaptico Land Development Company, or their successors and assigns, are hereby permitted to remove said shed and foundation when and as necessary. In such event, the Grantee actually performing the construction shall relocate said shed in the immediate vicinity thereof at its expense, or, at the election of the Board of County Commissioners of St. Mary's County, Maryland, in lieu of relocating said shed shall pay to the Board of County Commissioners of St. Mary's County, Maryland, the then reasonable expense to relocate said shed to the immediate vicinity of its existing location. If the latter option is exercised the Board of County Commissioners of St. Mary's County, Maryland, may salvage the existing structure, but if it fails to do so before construction of improvements within the fifty (50) foot right-of-way, Wicomico, Inc., Chaptico Land Development Company or their successors and assigns, may remove and salvage said improvements and retain the proceeds thereof.

Grantor and Grantees hereby acknowledge that five (5) separate easements were created by the GRANT OF EASEMENT dated December 15, 1986, and by the EASEMENT AGREEMENT dated June 30, 1987. The GRANT OF EASEMENT dated December 15, 1986, creates two (2) easements, including an access easement to the 0.057 acre well lot given for the benefit of the CHAPTICO WATER AND SEWER COMPANY and a blanket utility easement for the benefit of WICOMICO INC., CHAPTICO RECREATION CORPORATION, CHAPTICO LAND DEVELOPMENT COMPANY, and the CHAPTICO WATER AND SEWER COMPANY. The EASEMENT AGREEMENT dated June 30, 1987, created three (3) easements, including a fifty (50) foot wide access easement to the 15.275 acre parcel, an access easement to a 9.446 acre parcel and another access easement to the 0.057 acre well lot, all for the benefit of WICOMICO INC., CHAPTICO

WATER & SEWAGE COMPANY, and the CHAPTICO LAND DEVELOPMENT COMPANY.

Except as expressly provided for herein, the ST. MARY'S COUNTY METROPOLITAN COMMISSION as successor to CHAPTICO WATER & SEWAGE COMPANY, WICOMICO INC., and CHAPTICO LAND DEVELOPMENT COMPANY herein expressly abandon and extinguish the fifty (50) foot wide easement through Tract 1, Parcel B, extending from Executive Boulevard to the parcel entitled "Part of Wicomico, Inc. Parcel One (d) M.R.B. 126-436 15.275 acres" as created by the EASEMENT AGREEMENT dated June 30, 1987.

Furthermore, except as expressly provided for herein and except as expressly provided for in a separate EASEMENT dated June 6, 1995, and recorded among the land records of St. Mary's County, Maryland, at Liber 974, Folio 315, the ST. MARY'S COUNTY METROPOLITAN COMMISSION, successor to CHAPTICO WATER AND SEWER COMPANY (also known as CHAPTICO WATER & SEWAGE COMPANY), WICOMICO INC., and the CHAPTICO LAND DEVELOPMENT COMPANY hereby extinguish the easement for ingress and egress over the existing road to the well lot extending from Executive Boulevard to the parcel entitled "Well Lot Chaptico Water & Sewer Co., M.R.B. 211-223 0.057 acres" as set forth on Exhibit 1 to the EASEMENT AGREEMENT dated June 30, 1987, and do further abandon and extinguish the easement for a right-of-way for egress and ingress to the 0.057 acre well lot as created by the GRANT OF EASEMENT dated December 15, 1986.

Grantor and Grantees specifically retain, reconfirm and Grantor hereby regrants the blanket utility easement, as more fully described in the GRANT OF EASEMENT dated December 15, 1986, and recorded in Liber 327, Folio 234, and the access easement to the 9.446 acre parcel as more fully described in the EASEMENT AGREEMENT dated June 30, 1987, subject only to the ninety (90) day notice provision stated in the paragraph immediately following.

Grantees WICOMICO, INC., CHAPTICO LAND DEVELOPMENT COMPANY and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereby agree that the Grantor shall be given written notice and an opportunity to comment on any utilization of the blanket easement as set forth in the GRANT OF EASEMENT, dated December 15, 1986, referenced above,

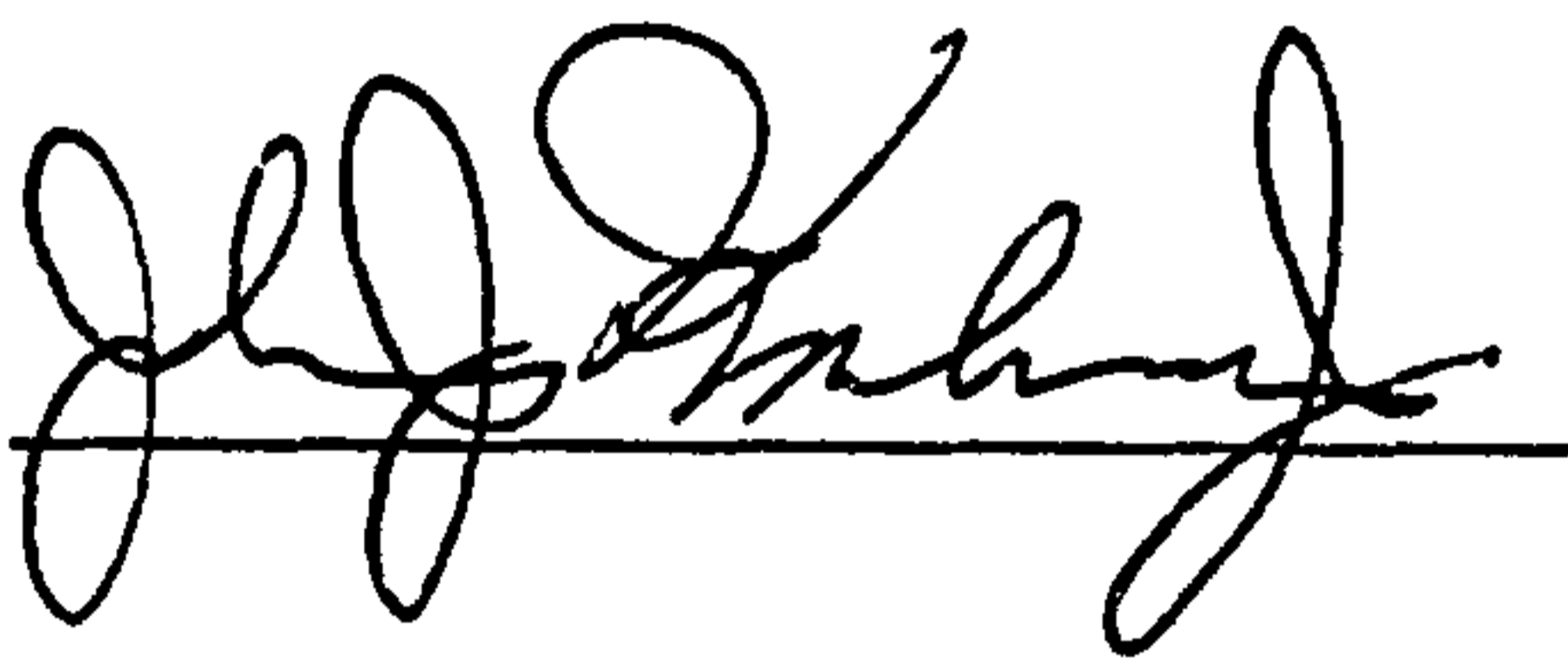
and recorded among the Land Records of St. Mary's county, Maryland, at Liber 327, Folio 234. Such notice shall be in writing and shall be given to Grantor at least ninety (90) days prior to commencement of construction.

Grantee ST. MARY'S COUNTY METROPOLITAN COMMISSION agrees with WICOMICO, INC. AND CHAPTICO LAND DEVELOPMENT COMPANY, their successors and assigns, that if ST. MARY'S COUNTY METROPOLITAN COMMISSION places any utility lines within said fifty (50) foot right of way, such lines shall be so placed and constructed as to not interfere with or impede any subsequent road construction within the fifty (50) foot right of way.

Except as expressly modified herein, Grantor and Grantees agree that all other terms and conditions and easements of the GRANT OF EASEMENT, dated December 15, 1986, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 327, Folio 234, and the EASEMENT AGREEMENT dated June 30, 1987, recorded among the Land Records of St. Mary's County, Maryland, at Liber 372, Folio 50, shall remain in full force and effect.

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

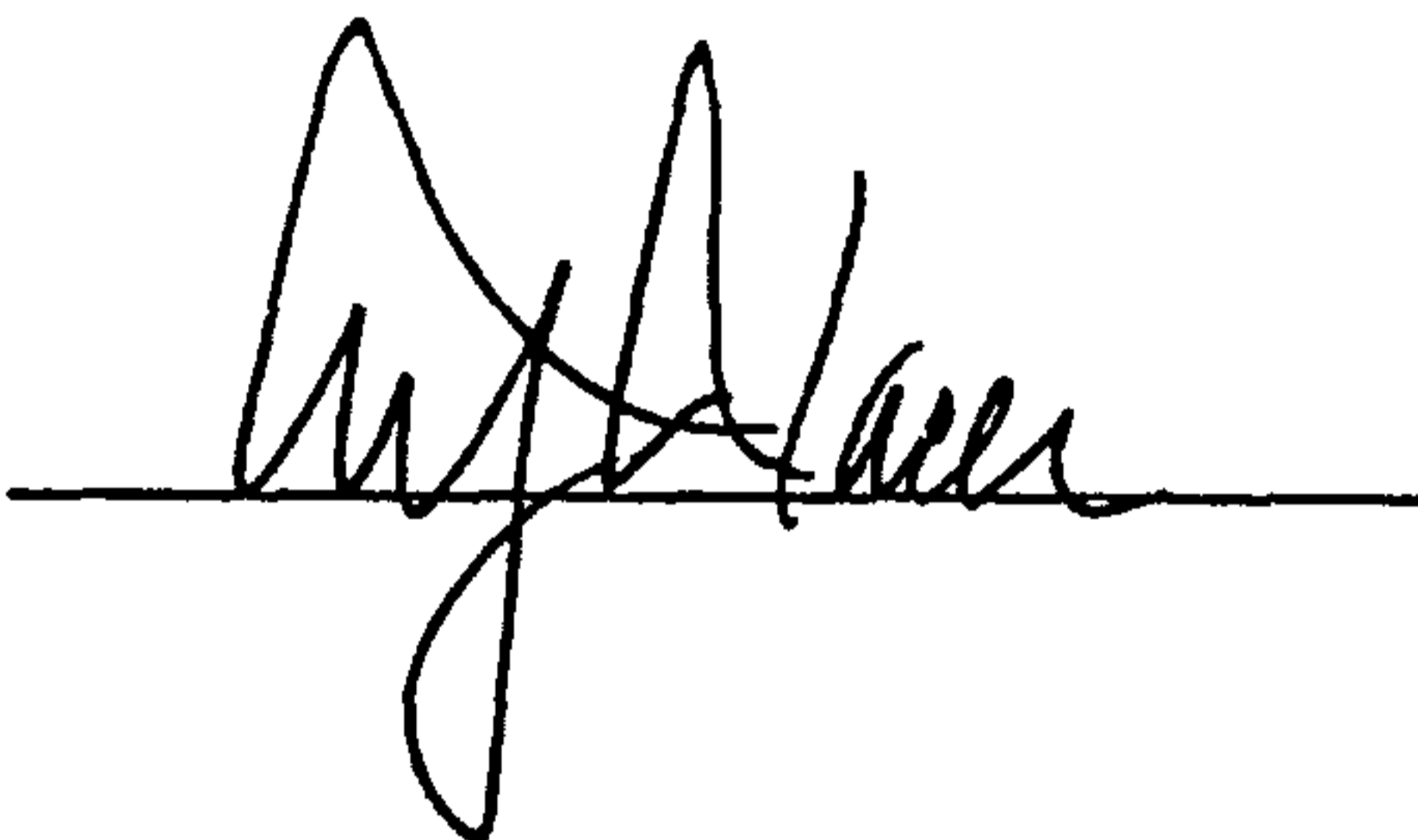
BOARD OF COUNTY COMMISSIONERS
OF ST. MARY'S COUNTY, MARYLAND



by

Barbara R. Thompson (SEAL)
Barbara Thompson, President
Grantor

WICOMICO, INC.



by

John F. Wood (SEAL)
John F. Wood, President
Grantee

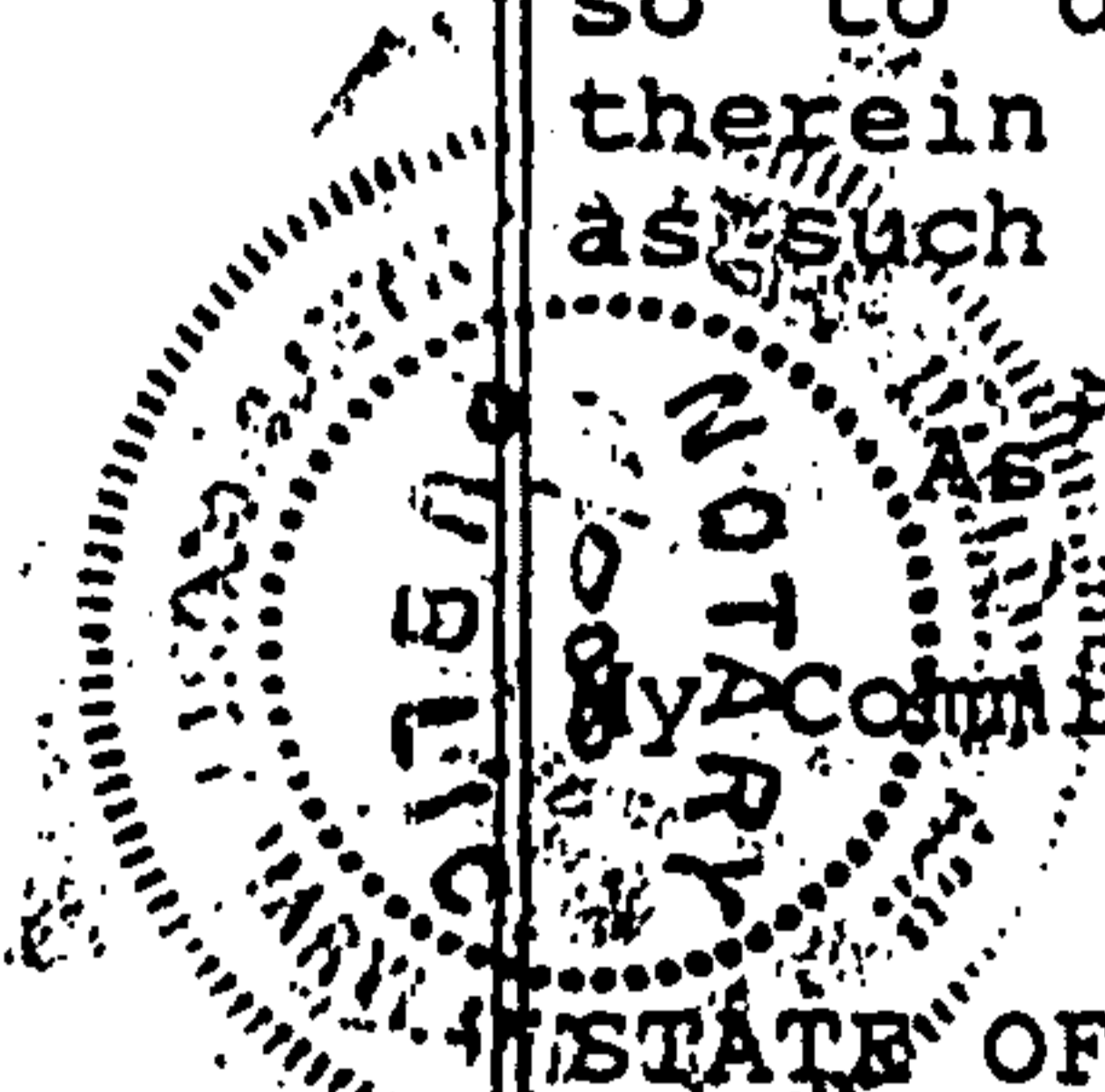
STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY, that on this 1ST day of August, in the year one thousand nine hundred and ninety-SIX, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN F. WOOD, who acknowledged himself to be the President of CHAPTICO LAND DEVELOPMENT COMPANY, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

As witness my hand and Notarial Seal.

My Commission expires: 3/3/98

Marianna Ash
NOTARY PUBLIC



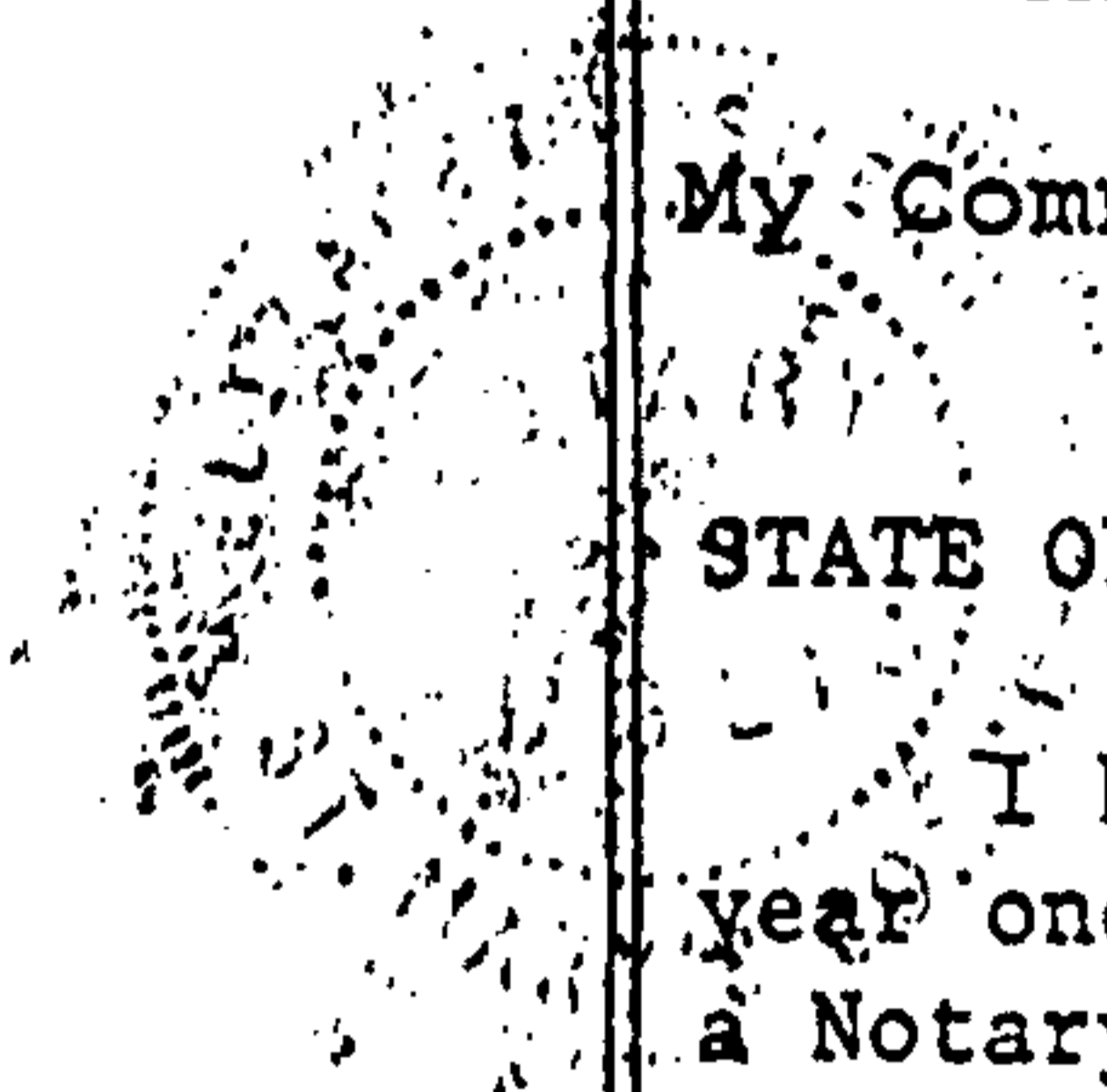
STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY, that on this 26 day of July, in the year one thousand nine hundred and ninety-SIX, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LARRY K. PETTY, who acknowledged himself to be the Director of the ST. MARY'S COUNTY METROPOLITAN COMMISSION, and that he, as such Director, being authorized so to do, executed the same in the capacity therein stated and for the purposes therein contained.

As witness my hand and Notarial Seal.

My Commission expires: 1/1/99

Elizabeth Sherman
NOTARY PUBLIC



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

I HEREBY CERTIFY, that on this 6th day of August, in the year one thousand nine hundred and ninety-Six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BARBARA THOMPSON, who acknowledged herself to be the President of the BOARD OF COUNTY COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as such officer.

As witness my hand and Notarial Seal.

My Commission expires: 6/1/98

Linda Wright
NOTARY PUBLIC



Return to:
Linda Wright
County Attorney's Office

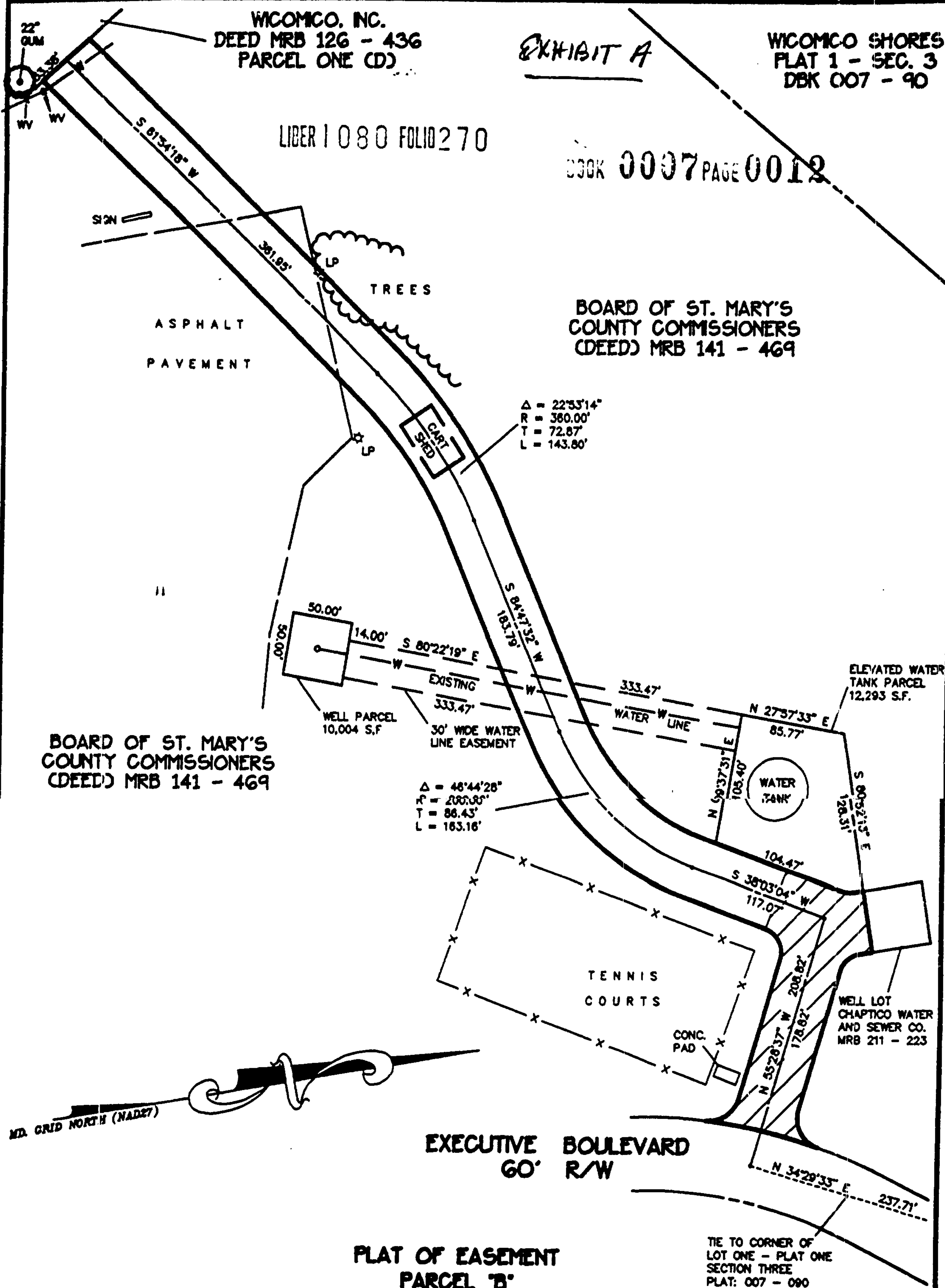
WICOMICO, INC.
DEED MRB 126 - 436
PARCEL ONE (D)

EXHIBIT A

WICOMICO SHORES
FLAT 1 - SEC. 3
DBK 007 - 90

LIBER 1080 FOLIO 270

BOOK 0007 PAGE 0012



BOARD OF ST. MARY'S
COUNTY COMMISSIONERS
(DEED) MRB 141 - 469

BOARD OF ST. MARY'S
COUNTY COMMISSIONERS
(DEED) MRB 141 - 469

PLAT OF EASEMENT
PARCEL 'B'
LAND OF

'BOARD OF ST. MARY'S COUNTY COMMISSIONERS' 'WICOMICO SHORES GOLF COURSE'

4th ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND



SECTION HAS BEEN APPROVED BY METCOM
FOR AN 8' WIDE COUNTY ROAD STANDARD

DATE OF LAST FIELD WORK 06/23/95

DH Steffens Co.
ENGINEERS
LAND SURVEYORS
LAND PLANNERS

817 CHARLES STREET • LA PLATA, MD 20646 • 894-2821 • 870-3258
100 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20658 • 862-2228 • 1-800-891-8008

PLAT BOOK	LIBER	DATE	SCALE
		06/25/95	1" = 100'
PLAT NO.	FOLIO	FILE NO.	
		SM04-1600-000	

WHEREAS Liberty Homes Development, Incorporated, through its authorized agent, Edward R. Curly, III, hereinafter referred to as "Seller", is that party selling a parcel of improved land more particularly described as Parcel B, Phase IIIA, Lot 54 of the Hickory Hills Subdivision, located in St. Mary's County, Maryland, hereinafter referred to as "the Property"; and

~~EWA~~ ~~SM03~~ ~~VOID~~
~~Jan 06, 1997 02:02 PM~~

WHEREAS Thomas E. Maurer and Virginia W. Maurer are that party purchasing the Property from the Seller; and

IMP FD SUFE \$ 0.00
 RECORDING FEE 0.00
 TOTAL 0.00

WHEREAS the St. Mary's County Metropolitan Commission, hereinafter referred to as "METCOM", is the duly organized entity responsible for the provision of water and sewer services in St. Mary's County, Maryland; and

WHEREAS Seller constructed, or caused to be constructed, a residential structure, hereinafter referred to as "the Structure", such that the Structure was erected, with all of the necessary and appropriate approvals from the St. Mary's County Office of Planning and Zoning, within the twenty-five (25) foot bufferyard, and consequently within approximately six (6) feet of an existing gravity sewer line located within and beneath the Property, hereinafter referred to as "the Sewer Line", owned, operated, repaired and maintained by METCOM; and

Rest#SM03 Rcpt#9999999
 EWA LP 11k#218

WHEREAS, during the course of normal and reasonable repair, operation, and maintenance, to include replacement, of the Sewer Line, it may become necessary for METCOM to excavate or otherwise disturb portions of the Property surrounding the Sewer Line which, due to the Structure's location within said twenty-five (25) foot bufferyard, could disrupt or otherwise adversely affect the subjacent and/or lateral support of the lands surrounding the Structure, the Structure itself, or the foundation of the Structure;

Jan 06, 1997 02:03 PM

NOW THEREFORE, we the undersigned, our heirs, assigns, successors and executors hereby agree to fully and forever release and discharge METCOM, its heirs, assigns, executors, successors, employees and servants from any and all injuries, losses and damages to person and/or property resulting from said normal and reasonable repair, operation and maintenance, to include replacement, of the Sewer Line. Execution of this Agreement in no way releases or discharges any party other than METCOM from any injury, loss or damage resulting from the Structure's existence within the twenty-five (25) foot bufferyard.

WITNESS our hands this 27th day of September, 1996.

Witness:

J. Anne Klear

(Signature) (SEAL)
 Liberty Homes Development, Inc., Seller
 by Edward R. Curly, III, Agent President

As to all

(Signature) (SEAL)
 Thomas E. Maurer, Buyer

(Signature) (SEAL)
 Virginia W. Maurer, Buyer

RECORDING FEE 0.00
 TOTAL 0.00
 Rest#SM03 Rcpt#9999999
 EWA LP 11k#218
 Jan 06, 1997 02:16 PM

C9K 0007 Page 0014

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

I HEREBY CERTIFY That on this 27th day of September, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward R. Curly, III, authorized agent for Liberty Homes Development, Inc., and executed the foregoing instrument, and I acknowledge his signature to be his act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 10/1/97

0007 PAGE 0015

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

I HEREBY CERTIFY That on this 27th day of September, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas E. Maurer, and executed the foregoing instrument, and I acknowledge his signature to be his act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 10/1/97

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

I HEREBY CERTIFY That on this 27th day of September, 1996, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Virginia W. Maurer, and executed the foregoing instrument, and I acknowledge her signature to be her act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 10/1/97

THIS PUBLIC WORKS AGREEMENT, executed this 9 day of

January 1997 by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

Clark Wellman L. and Camilla L. Clark (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#503 Rcpt#999999
EWA FL 31k#1136
Jan 17, 1997 12:15 PM

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,

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 Taylor Rental Center, hereinafter referred to as the "Project"; and,

Rest#503 Rcpt#999999
EWA FL 31k#1136

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,

Jan 17, 1997 12:22 PM

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/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 D _____, payable to the Commission, its successors and assigns, in an amount of \$ 28,619.25 _____ 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: \$1,001.67 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: \$133.00 based upon \$133.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

DEBT SERVICE CHARGE ~~\$13.00~~ \$12.00 FOLIO 28

per month based upon \$1.70 per front foot per year based on 233 front feet, payment beginning at the time capacity allocation is made (Planning Commission approval or service is made available, whichever occurs first).

Sewer Service Charge: \$13.08 per month based upon \$13.08 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: \$10.20 per month based upon \$10.20 per month per meter for service and N/A 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. \$1.70/1,000 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 _____ day of _____ 19____

.ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

By: Joseph I. Russell

Joseph I. Russell

Secretary

Chairman

ATTEST:

L F Gray

PROPERTY OWNER

By: William L. Clark

Clark
Wellman L. and Camilla L. Clark

Martin J. [Signature]

LENDER #1 First National Bank of St. Mary's

By: L F Gray
Leonard Gray

Martin J. [Signature]

LENDER #2 First National Bank of St. Mary's

By: L F Gray
Leonard Gray

EXHIBITS:

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 9th day of January 1997

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared

Joseph G. 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 2/11/00

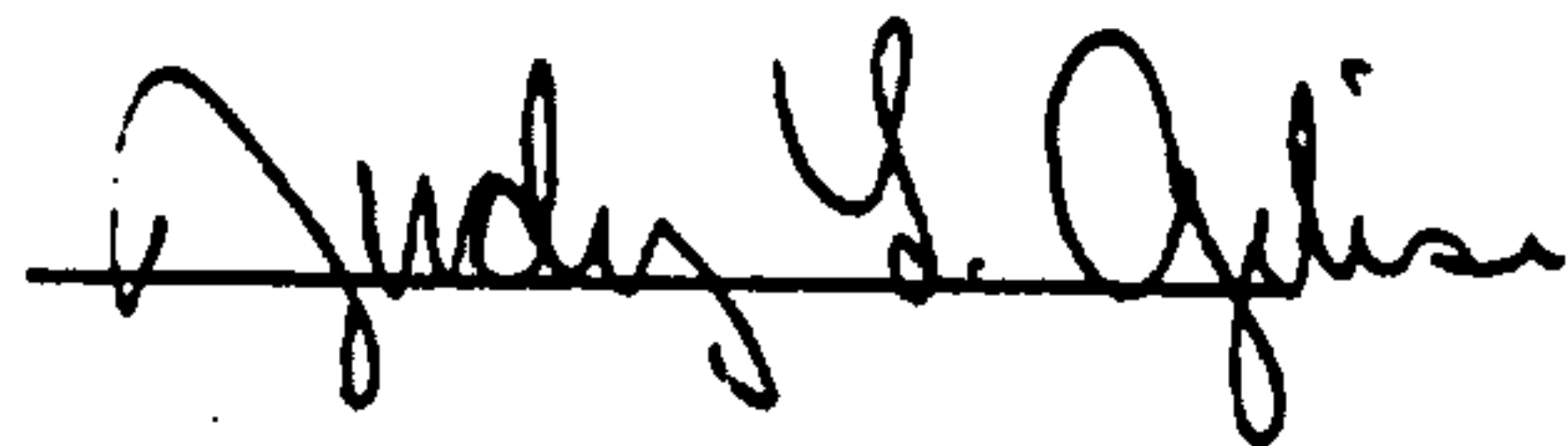
(OWNER)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

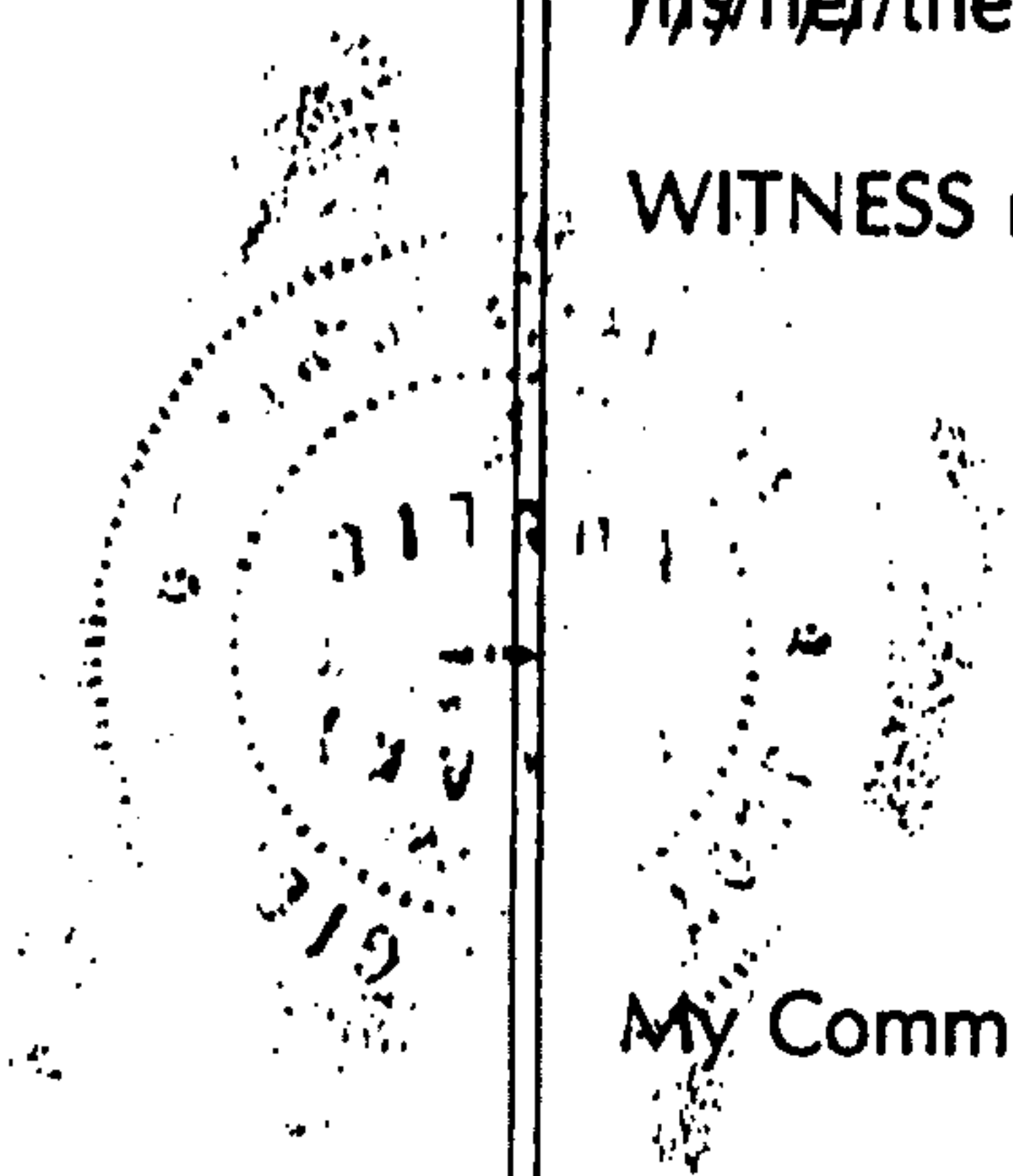
I HEREBY CERTIFY that on this 26 day of December, 1996 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Wellman L. & Camille L. Clark and that ~~he~~/~~she~~/~~they~~ acknowledged the foregoing Public Works Agreement to be ~~his~~/~~her~~/~~their~~ act.

WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: 01.01.97



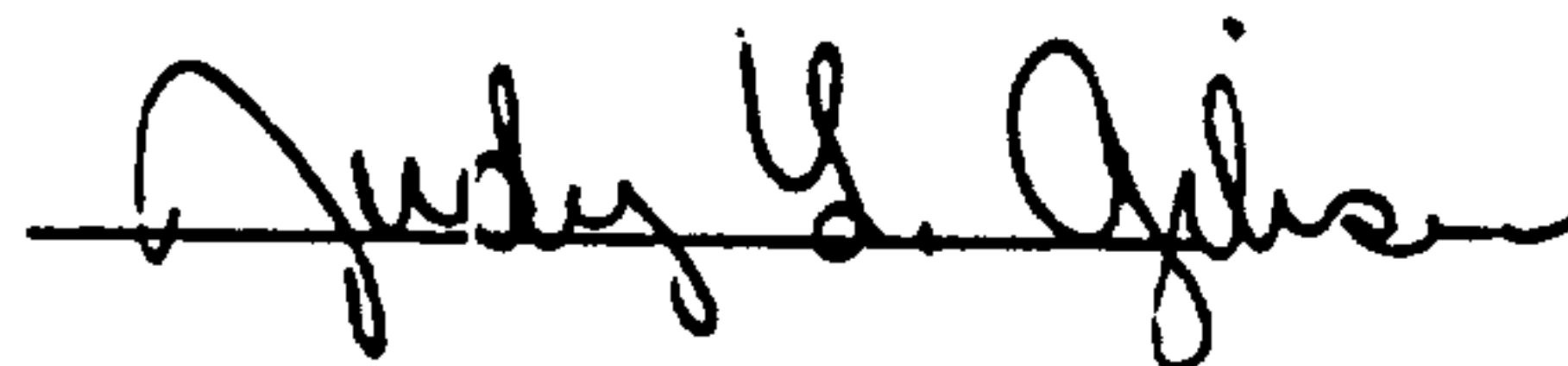
(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

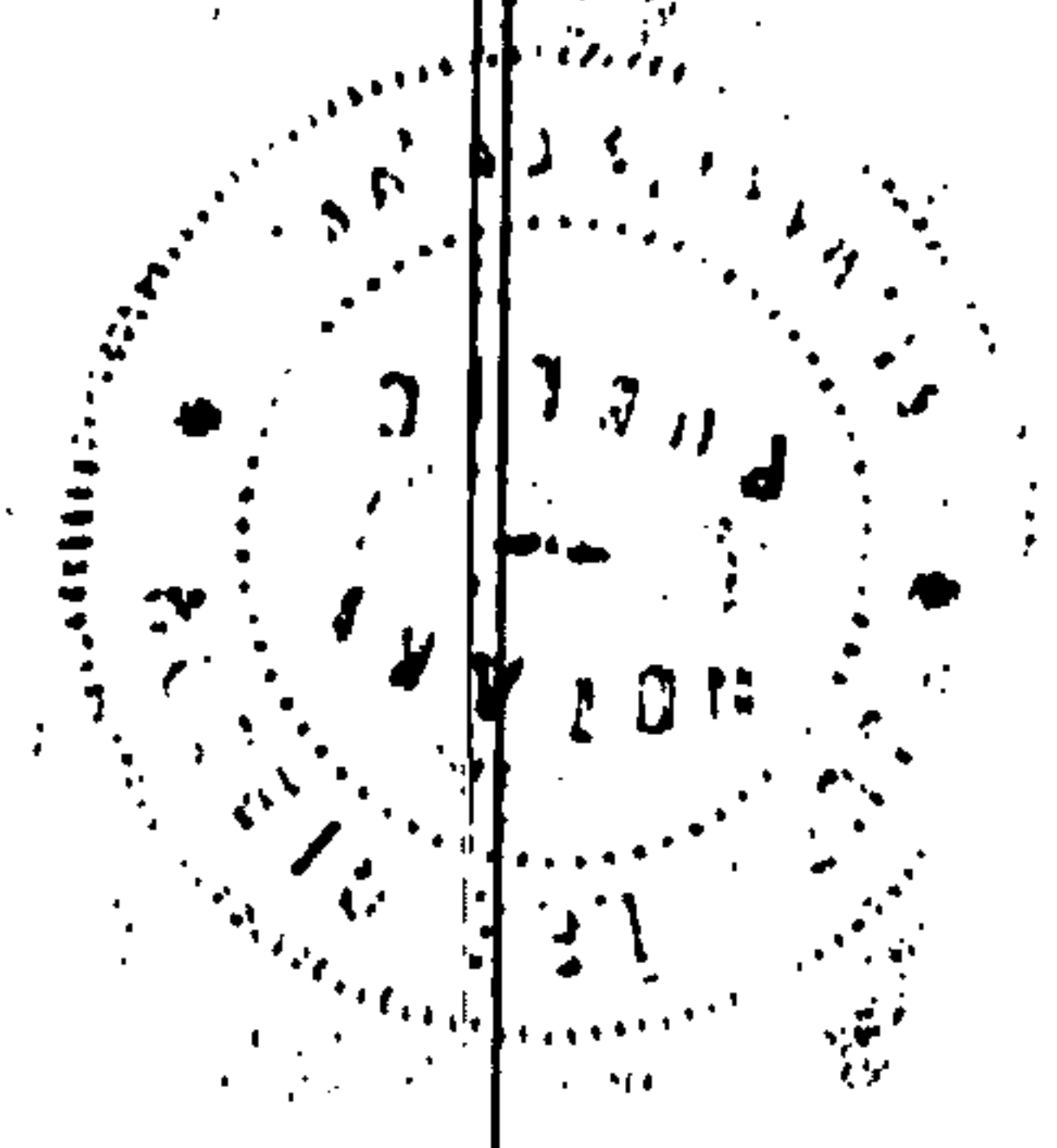
I HEREBY CERTIFY that on this 26 day of December, 1996 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. Gray, Jr. and that ~~he~~/~~she~~/~~they~~ acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: 01.01.97



(LENDER #2)

STATE OF Maryland

COUNTY OF County of St. Mary's to wit:

I HEREBY CERTIFY that on this 26 day of December, 19 96 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.

Notary Public

My Commission Expires: _____

LIBER 1123 FOLIO 434

EXHIBIT A

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Taylor Rental Center
TOTAL # OF PHASES: One
DEVELOPER: Wellman L. & Camilla L. Clark

PHASE I:

PLAT REF: EWA 1051/464 # LOTS TO BE SERVED: One
PROJECTED CONSTRUCTION START DATE: 1 January, 1997
PROJECTED CONSTRUCTION COMPLETION DATE: 1 May, 1997

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 03 Dec 1996.

COMMISSION PARTICIPATION: The Commission agrees to pay the actual difference between the cost to bring a 1" service line from Maple Road to Rt. 235 and the cost to install an 8" line. This cost difference is estimated to be \$7,277.00. The actual cost difference will be verified by examination of the contractor's invoice.

*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: *JWL*

(Initials)

LIBER 1123 FOLIO 436

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Taylor Rental Center
TOTAL # OF PHASES: One
DEVELOPER: Wellman L. & Camilla L. Clark


PHASE I:

PLAT REF: EWA 1051/464 # LOTS TO BE SERVED: One
PROJECTED CONSTRUCTION START DATE: 1 January, 1997
PROJECTED CONSTRUCTION COMPLETION DATE: 1 May, 1997

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 03 Dec. 1996.

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



THE FIRST NATIONAL BANK OF ST. MARY'S

LIBER 1123 FOLIO 437

1306 0007 0028

December 26, 1996

IRREVOCABLE LETTER OF CREDIT

St. Mary's County Metropolitan Commission
191-B Shangri-La Drive
Lexington Park, MD 20653

Letter of Credit Number: A1-12-26-96
Expiration Date: 12/26/97

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 Wellman L. and Camilla L. Clark ("the Developer"), up to an aggregate amount, not in excess of Twenty Eight Thousand Six Hundred Nineteen Dollars and 25/100 (\$28,619.25) 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 #A1-12-26-96. 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 26, 1996 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,

A handwritten signature in cursive script, appearing to read 'L. F. Gray, Jr.'
L. F. Gray, Jr.
Assistant Vice President



THE FIRST NATIONAL BANK OF ST. MARY'S

SIC CODE
R/E CODE

STANDBY NOTE FOR LETTER OF CREDIT

LIBER 1 1 2 3 FOLIO 4 3 8 **Unsecured Note**
(Commercial)

BOOK 0007 PAGE 0029

\$ 28,619.25
On demand, the undersigned, and if more than one, each of them jointly and severally ("Maker"), promises to pay to the order of THE ABOVE NAMED BANK ("Bank") Twenty Eight Thousand Six Hundred Nineteen Dollars and 25/100 * * * * * U.S. Dollars, together with interest from the date hereof on the unpaid balance until paid in full, at the rate of Mercantile Bank Prime Rate plus 2.00% % per year.
Interest shall be payable on demand; principal shall be payable on demand.

If the interest rate on this loan is based upon Bank's prime rate, the prime rate is one of several rates set by Bank from time to time as an interest rate base for borrowings. Bank may lend at rates above and below the prime rate. If the interest rate is variable, it will change with each change in the designated index unless otherwise provided herein.

If Maker fails to pay any amount within 15 days after the date on which it is due, Maker agrees to pay a late charge of the greater of n/a or n/a % of the delinquent amount. All payments shall be applied first to late charges, then to accrued interest, then to reimbursable expenses and principal.

Maker covenants to provide Bank such financial information as Bank may request from time to time, and authorizes Bank to make all inquiries it deems necessary to verify the accuracy of the information provided, to protect and maintain its assets in good condition and repair, free of all liens and incumbrances, to keep its assets insured against loss by fire, theft and other casualties as required by Bank in such amounts and by carriers satisfactory to Bank, not to dispose of any assets except in the ordinary course of business, and to pay all taxes and assessments when due.

Each of the following events shall constitute a default hereunder; (a) the breach of any representation in or the failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of any of the Liabilities) to perform any covenant or agreement under any of the Liabilities (which term shall include all obligations under this Note, and any renewals, extensions or modifications thereof, and all other obligations of any kind of Maker to Bank and to any other party to the extent of Bank's interest therein, now or hereafter existing, including liabilities to Bank of Maker as a member of any partnership or other group and whether incurred by Maker as principal or otherwise); (b) the death of any Obligor; (c) the filing of any petition under the Federal Bankruptcy Code or any similar Federal or state statute, by or against any Obligor; (d) an application or the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) commencement of any proceeding under any Federal or state statute or rule providing for the relief of debtors, composition of creditors, arrangement, reorganization, receivership liquidation or any similar event by or against any Obligor; (f) the entry of a judgment against any Obligor; (g) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (h) the suspension by any Obligor of the transaction of such Obligor's usual business; (i) the merger or consolidation of any corporate Obligor with any other corporation or the transfer, disposition or incumbrance of all or a substantial part of the assets of any Obligor; (j) if any Obligor misinformed or failed to inform Bank as to any matter which Bank deems material to a Liability; (k) the determination by an officer of Bank that an adverse change has occurred in the financial condition of any Obligor from the condition of such Obligor as heretofore most recently disclosed to Bank by a financial statement or in any other manner. If this Note is payable upon demand, demand may be made whether or not an event has occurred.

To secure payment of the Liabilities, Bank is hereby granted a lien and security interest in all property of any Obligor held now or hereafter by Bank in any capacity and upon the occurrence of any default hereunder Bank shall have the right, immediately and without further action by it, to set-off against any of the Liabilities, all such property, and Bank shall be deemed to have exercised such right of set-off and to have made a charge against such property immediately upon the occurrence of such default even though such charge is made or entered subsequently on the books of Bank.

A delay by Bank in exercising any right or remedy shall not constitute a waiver. A waiver of a default, right or remedy shall not constitute a waiver of a subsequent default, right or remedy. A single or partial exercise of a right or remedy shall not preclude or constitute a waiver of any unexercised right or remedy. Bank will not waive a default by accepting partial payment of any amount due. All rights and remedies hereunder and under applicable laws shall be cumulative. Every obligation of each Obligor is joint and several. Bank may exercise its rights against Collateral or an Obligor without first having recourse against any other collateral or Obligor.

Whenever any Obligor shall be in default hereunder, Bank at its option (1) may cure the default at Maker's expense; (2) may declare any of the Liabilities immediately due and payable; and (3) may exercise any or all rights and remedies available to it under the Liabilities and applicable law.

Maker covenants to pay on demand, with interest until paid in full at the rate imposed upon principal herein, all expenses incurred by Bank, including legal fees, to cure any default herein, to enforce any provision of the Liabilities or to exercise any right or remedy.

Each Obligor waives presentment, notice of dishonor, protest and all other demands and notices in connection with any of the Liabilities and with respect to any collateral and waives any right to trial by jury and further agrees that the courts of the State of Maryland shall have personal jurisdiction over it in any legal proceedings with respect to any of the Liabilities. Each Obligor without further notice assents to all extensions of the time of payment of any Liability or any other indulgence or modification of a Liability, to any substitution, exchange or release of collateral and to the addition or release of any Obligor, whether or not done for consideration, all without in any way affecting its obligation. Bank may unjustifiably and without reservation of rights impair any Obligor's recourse against another obligor or collateral. Except when invalid or unenforceable by statute or otherwise, each and every Obligor authorizes any attorney designated by Bank to confess judgment in any Court of Record and authorizes Bank to instruct the clerk of any Court of Record to confess judgment against such Obligor at any time after this Note is due by its terms or upon default, for the unpaid balance of this Note and interest payable thereon, together with court costs and all other amounts payable to Bank pursuant hereto, including an attorney's fees of 15% of the total sum due, provided, however, that any lien arising from such confession of judgment shall not without further proceedings, apply or attach to any real property as described in section 12-401(i) of the Maryland Secondary Mortgage Loan Law as the same may be amended from time to time unless this is a loan to a corporation or a commercial loan in excess of \$75,000.00.

This Note contains the full agreement of the parties and may be modified only by a writing executed by the party to be charged.

This Note is executed and delivered the date above written as an instrument under Seal, specifically intending it to be a speciality and shall be governed by the Laws of the State of Maryland.

CORPORATIONS OR PARTNERSHIPS SIGN BELOW

INDIVIDUALS SIGN BELOW

(SEAL)
By _____ (SEAL)
By _____ (SEAL)

Wellman N. Clark (SEAL)
Wellman N. Clark
Camille L. Clark (SEAL)
Camille L. Clark

(SEAL)

GUARANTY

In consideration of the loan or forbearance evidenced by the foregoing Note, the undersigned (jointly and severally) absolutely and unconditionally guarantees to Bank and every subsequent holder of the Note (irrespective of its genuineness, validity, regularity or enforceability or any other circumstance) the prompt payment of the Note when due, according to its terms, which are incorporated herein, and as they may be modified subsequently by any extension or renewal, in whole or in part, any change in the interest rate or other term, or the exchange, assignment, extension, waiver, modification or surrender of any related right or security; and Bank and every subsequent holder of the Note at its option may proceed in the first instance against the undersigned to collect any obligation covered by this Guaranty, without first proceeding against any Collateral or other Obligor.

Any debt of Borrower to the Undersigned, now or hereafter existing, is and shall be subordinated to the indebtedness and liability herein guaranteed. The undersigned agrees not to assert any right, directly or by subrogation, against the Borrower or any assets securing payment of the indebtedness or liability herein guaranteed, so long as this Guaranty is outstanding.

Executed and delivered on the date of the foregoing Note under Seal and specifically intending this to be a speciality, governed by the laws of the State of Maryland.

CORPORATIONS OR PARTNERSHIPS SIGN BELOW

INDIVIDUALS SIGN BELOW

Name of Corporation or Partnership
By _____ (SEAL)
By _____ (SEAL)

(SEAL)

(SEAL)

(SEAL)

INDEMNIFICATION AGREEMENT
THE FIRST NATIONAL BANK OF ST. MARY'S
December 26, 1996

LIBER 1123 FOLIO 440

In consideration of your issuance of Letters of Credit for the account of Wellman L. Clark and Camille L. Clark * * * * * and as security for any and all obligations and/or liabilities of the undersigned, we hereby pledge, assign and grant a security interest in the following property: * * * * * n/a * * * * * and all property listed on the attached schedule, which property, together with all addition substitutions and proceeds hereinafter shall be referred to as "collateral" and

721 1031

WE, JOINTLY AND SEVERALLY, HEREBY AGREE,

1. To indemnify and save you harmless from any and all loss, liability or expense arising from or in connection with the Credit;
2. To reimburse you on your demand the equivalent of any and all drafts that may be drawn under it;
3. To pay you, on demand, your commission at such rate as you determine to be proper and, in any event, a minimum commission, together with all expenses and charges (including charges for legal services) paid or incurred by you in connection with the Credit or any draft accepted by you.
4. As security for the payment, performance and discharge of any and all of our obligations and liabilities to you, direct or indirect, absolute or contingent, due or not due, now existing or hereafter arising, we hereby pledge to you, and/or give to you a lien upon, and/or right of set-off against, all deposit balances now or hereafter arising in any of our accounts, and all property and securities of every kind and nature which have been or at any time shall be delivered to or otherwise come into your possession, custody or control for any purpose whatever, whether or not for the express purpose of being used by as collateral security or for safekeeping or for any other or different purpose, or which shall be in transit to you or set apart for you, or anyone for you, in any way, by us or for our account, or in which we may have any interest, whether you shall accept the same for the purpose for which delivered or not, and any and all proceeds of said property and securities and every part thereof; with the right to you, in your discretion, to resort first to any part of said security.

The Undersigned shall pay and be jointly and severally liable to the Bank for all reasonable expenses, including attorneys' fees, incident to the enforcement of any of the provisions of the Credit and all such expenses shall be added to and be made a part of the principal amount due pursuant to this Credit.

This agreement shall be binding upon us, our successors, transferees and assigns, and shall inure to the benefit of, and be enforceable by, you and your respective successors, transferees and assigns. You may assign or transfer this agreement and give all or any of the property held as security therefor to the transferee, who shall thereupon become vested with all the powers and rights in respect thereto, given you herein, and you shall thereafter be forever released and fully discharged from any liability or responsibility with respect thereto. This Agreement shall be construed in accordance with the Laws of the State of Maryland.

A copy of said Letter of Credit is attached hereto and we hereby confirm and agree to the terms and conditions thereof.

CORPORATIONS OR PARTNERSHIPS SIGN BELOW

INDIVIDUALS SIGN BELOW

BY _____

Wellman L. Clark (SEAL)
Wellman L. Clark
Camille L. Clark (SEAL)
Camille L. Clark

THIS PUBLIC WORKS AGREEMENT, executed this 9 day of January 1997 by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

Select Homes, Inc. (hereinafter, the "Developer")

Select Homes, Inc. (hereinafter, the "Owner")

_____ (hereinafter, the "Lender #1")

Frontier Insurance Company (hereinafter, the "~~Developer's~~ Surety").

RECORDING FEE 0.00
TOTAL 0.00
Res#SM03 Rcpt#999999
EPA PL 31k#1136



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,

Jan 17, 1997 12:24 PM

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

RECORDING FEE 0.00

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,

TOTAL 0.00
Res#SM03 Rcpt#999999
EPA PL 31k#1136

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

Jan 17, 1997 12:46 PM

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 \$136,006.20 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;

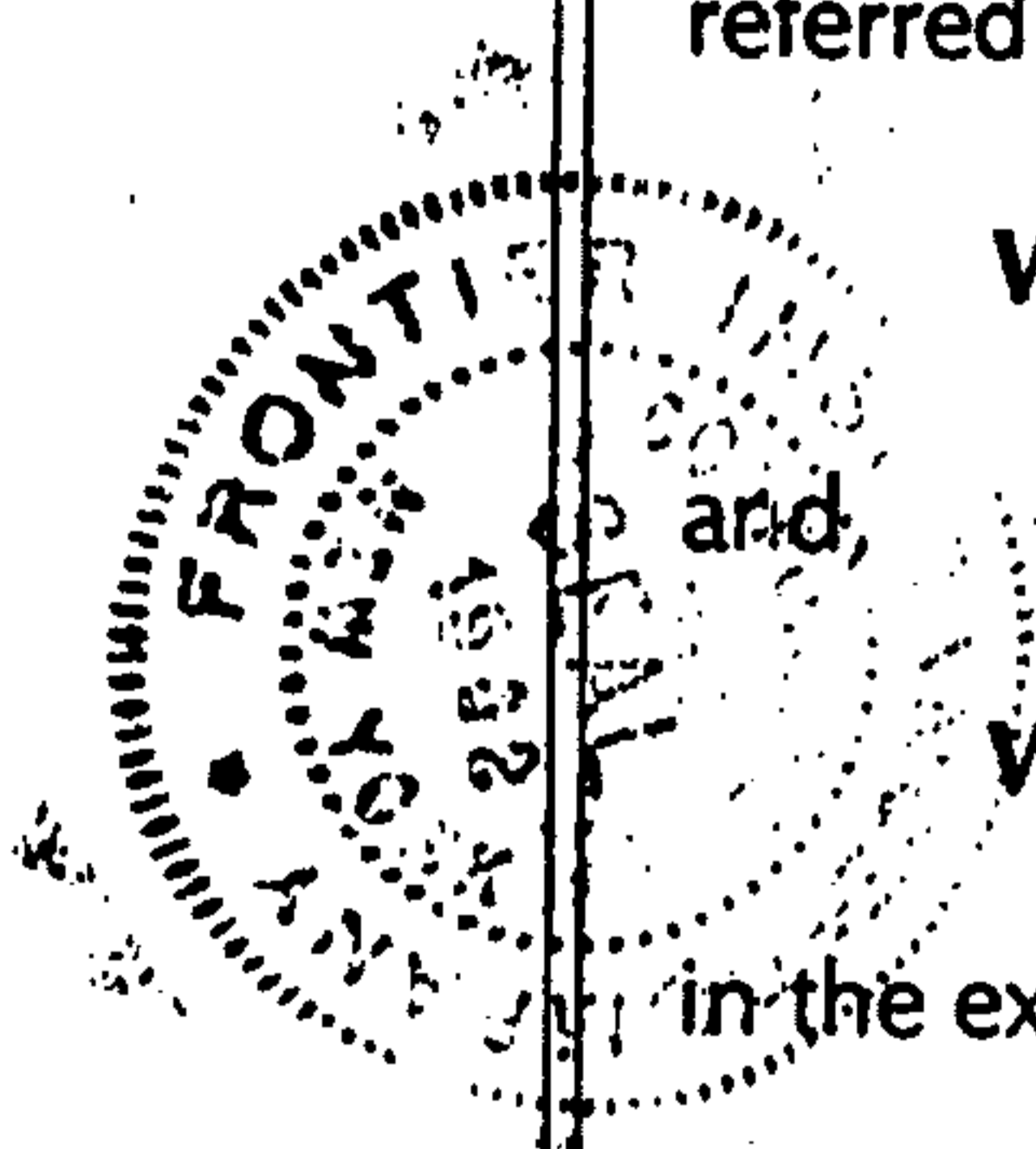
and,

WHEREAS, ^{Surety} ~~holder~~ 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: \$4760.21 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: \$839.74 per month based upon, \$1.70 per front foot per year based on 5927.60 front feet, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$640.92 per month based upon \$13.08 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: \$499.80 per month based upon \$10.20 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:

LIBER 1123 FOLIO 446
WITNESS the hands and seals of the parties hereto, this 9 day of January 1997

.ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

By: Joseph I. Russell
Joseph I. Russell
Chairman

Secretary

ATTEST

[Signature]

DEVELOPER, Select Homes, Inc.
By: _____
Joseph DeCesaris, Pres.

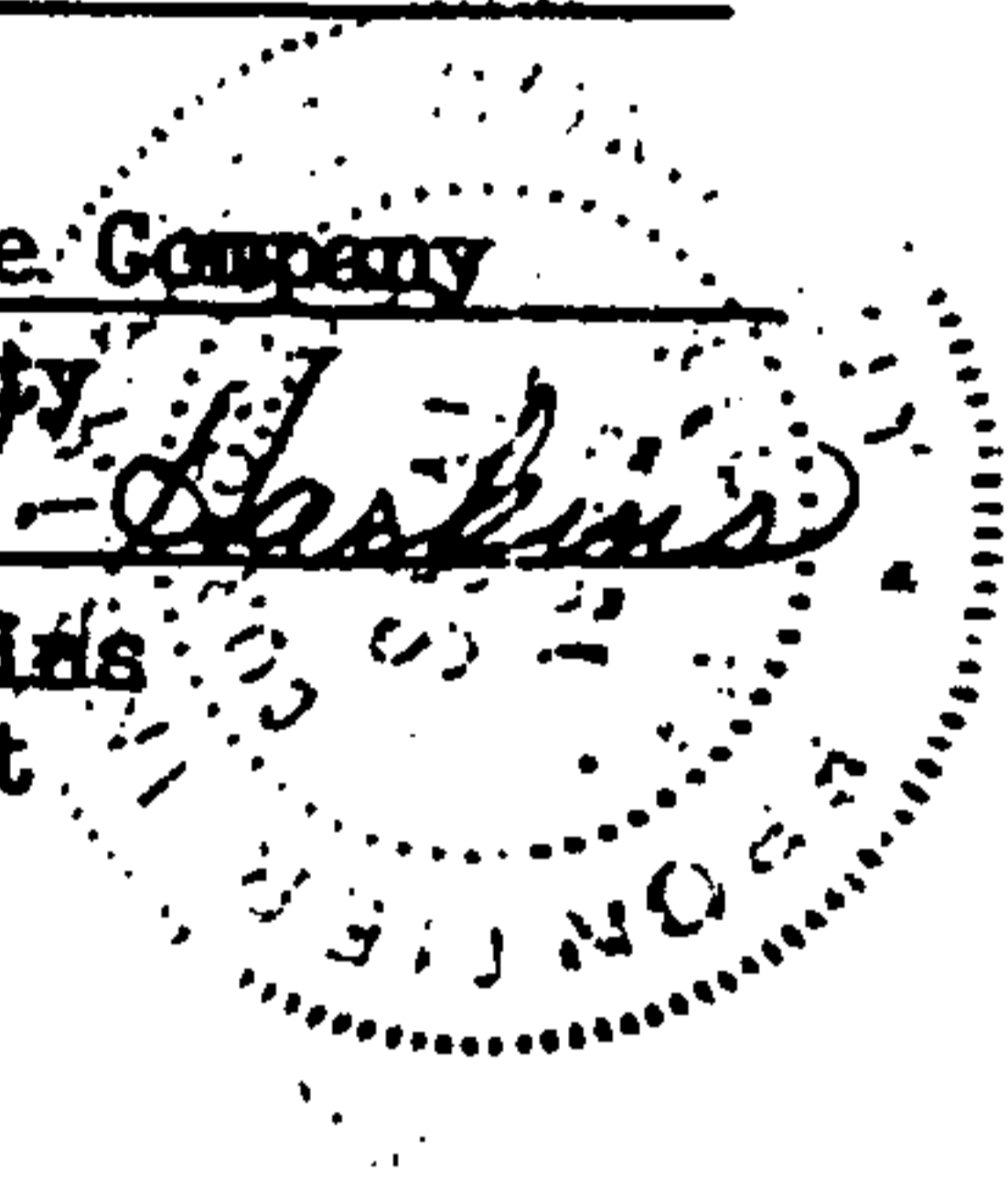
PROPERTY OWNER, Select Homes, Inc.
By: _____
Joseph Decesaris, Pres.

LENDER #1
By: _____

[Signature]

Frontier Insurance Company
~~ENDORSE~~ Surety
By: Shirley A. Harkins
Shirley A. Harkins
Attorney-In-Fact

EXHIBITS: _____



(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 9th day of January 19 97

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared

Joseph G. 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 2/1/00

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

Anne Aundel to wit:

I HEREBY CERTIFY that on this 22nd day of November, 19 96 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared

Joseph A. DeCesari and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Paula Dinsler

Notary Public PS

My Commission Expires: 4-16-97



(OWNER)

STATE OF

Massachusetts

COUNTY OF

Anne Arundel

to wit:

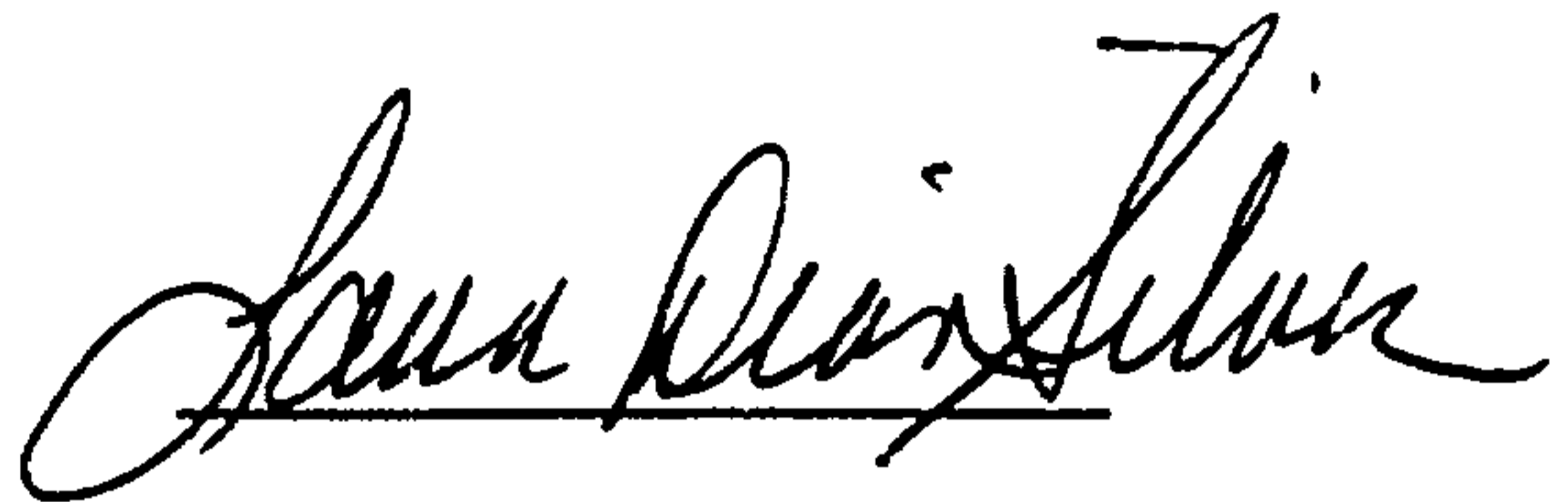
I HEREBY CERTIFY that on this 22nd day of November 19 96 before me, the

subscriber, a Notary Public in the county aforesaid, personally appeared Joseph A.

DeCesari 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: 4-16-97

(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 _____

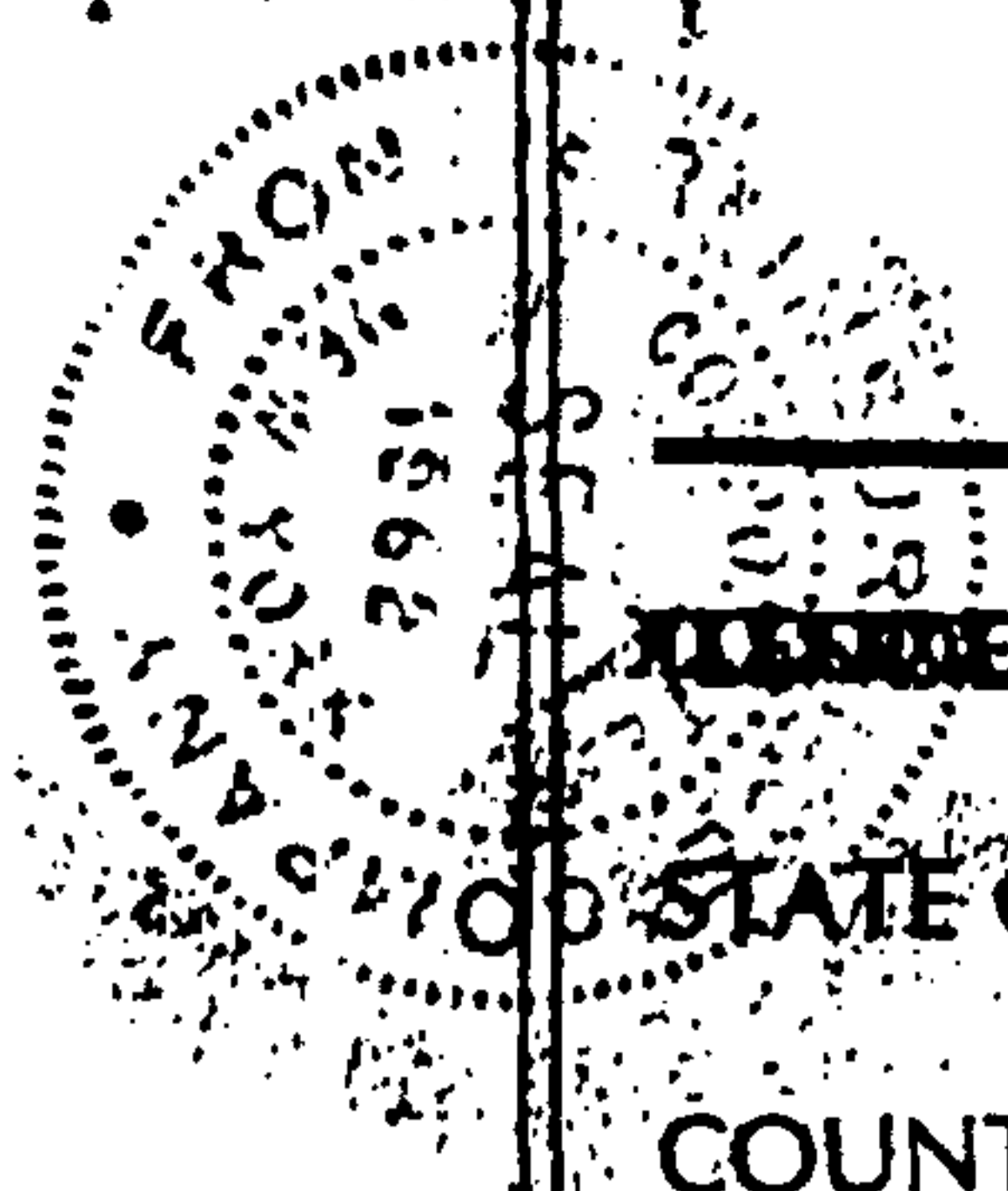
_____ and that he/she/they acknowledged the execution of the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____



[Signature]

PLANNING (SURETY)

BOOK 0007 PAGE 0040

STATE OF Maryland

COUNTY OF Prince George's to wit:

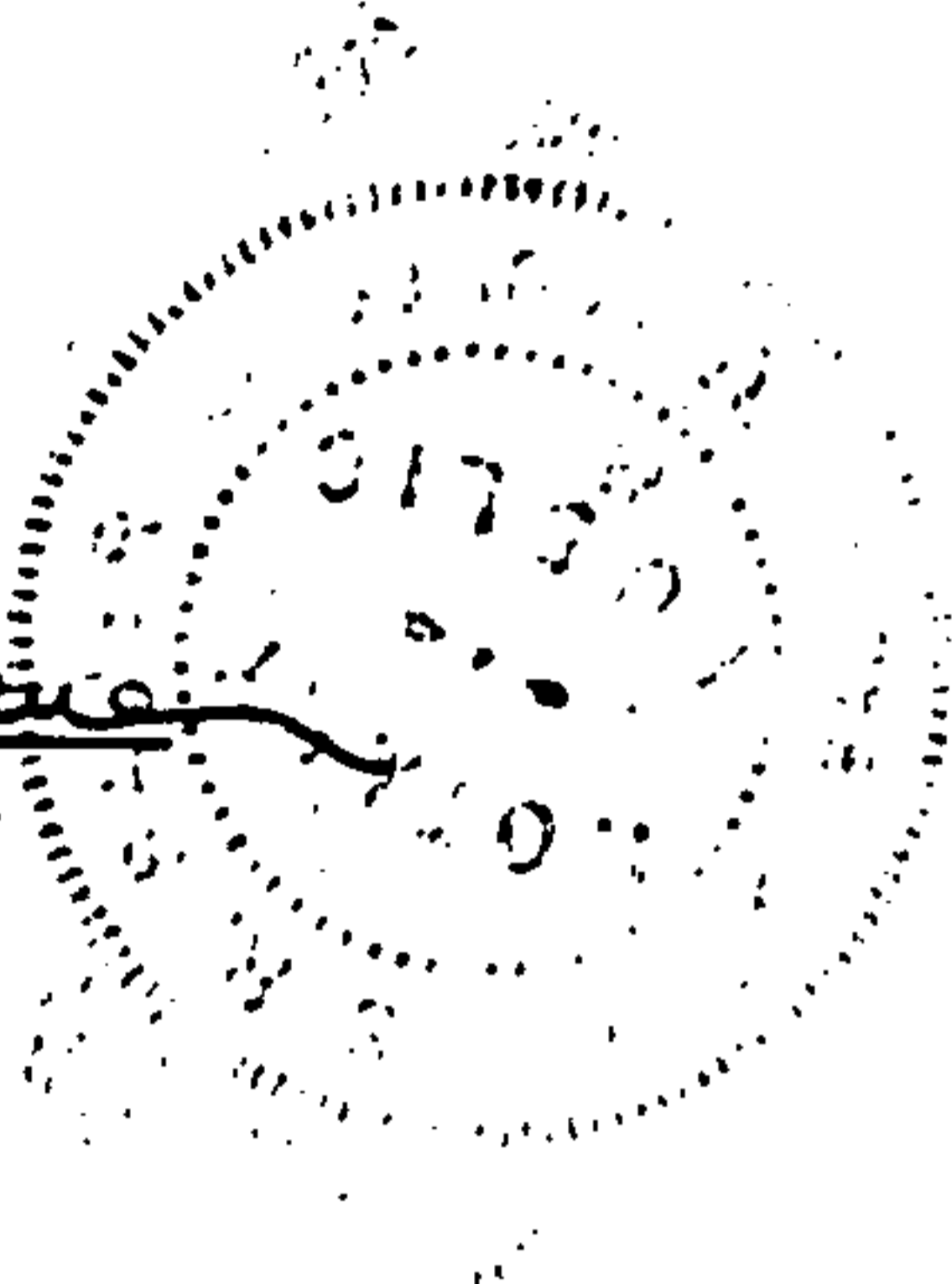
I HEREBY CERTIFY that on this ____ day of _____, 19 ____ before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Shirley A. Harkins and that ~~he~~/she/they acknowledged the execution of the foregoing Public Works Agreement to be ~~his~~/her/their act.

WITNESS my hand and Notarial Seal.

[Signature]

Douglas R. Sauer

Notary Public



My Commission Expires: 9/1/98

LIBER 1123 FOLIO 450

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: SOUTHERN PINES
TOTAL # OF PHASES: ONE
DEVELOPER: Select Homes, Inc.

PHASE I:

PLAT REF: LIBER 969 FOLIO 587 # LOTS TO BE SERVED: -49-



PROJECTED CONSTRUCTION START DATE: November 30, 1996

PROJECTED CONSTRUCTION COMPLETION DATE: November 30, 1997

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 22 May 1995.

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 1123 FOLIO 451

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: SOUTHERN PINES
TOTAL # OF PHASES: ONE
DEVELOPER: Select Homes, Inc.

PHASE I:

PLAT REF: LIBER 969 FOLIO 587 # LOTS TO BE SERVED: 49-

PROJECTED CONSTRUCTION START DATE: November 30, 1996

PROJECTED CONSTRUCTION COMPLETION DATE: November 30, 1997

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 22 May 1995.

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: [Signature]
(Initials)

Developer: [Signature]
(Initials)

FRANEY, PARR & ASSOCIATES, INC.

P. O. BOX 4310

CAPITOL HEIGHTS, MARYLAND 20791-4310

(301) 459-0055

Liber D

LIBER 1123 FOLIO 452

PERFORMANCE BOND

BOOK 0037 PAGE 0043

BOND NO. 98246

KNOW ALL MEN BY THESE PRESENTS,

THAT SELECT HOMES, INC., as Principal, and FRONTIER INSURANCE COMPANY, a corporation of the State of NEW YORK, having its executive office in ROCK HILL, NEW YORK, as Surety, are held and firmly bound unto the ST. MARY'S COUNTY METROPOLITAN COMMISSION, hereinafter referred to as Oblige, in the penal sum of ONE HUNDRED THIRTY SIX THOUSAND SIX AND 20/100 DOLLARS (\$136,006.20) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Oblige entitled SOUTHERN PINES, dated _____, 19____, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if said Principal shall fully indemnify and reimburse the Oblige for any loss it may suffer through the failure of the Principal faithfully to observe and perform each and every obligation and duty imposed upon the Principal by the said agreement, in the time and in the manner therein specified, then this obligation to be void; otherwise to remain in full force and virtue in law.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 20TH day of NOVEMBER, 1996.

WITNESS

[Handwritten signature]
NAME

[Handwritten signature]
NAME: MICHAEL OLIVE

SELECT HOMES, INC.

[Handwritten signature]
PRINCIPAL

FRONTIER INSURANCE COMPANY

[Handwritten signature]
SHIRLEY A. HARKINS, ATTORNEY-IN-FACT

LIBER 1123 FOLIO 453

9907 PAGE 0044

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: **WILLIAM G. FRANEY, KENNETH W. ROBERTS**
JOHN R. MUHA, II, BRENDA L. PATTERSON, SHIRLEY A. HARKINS, DOUGLAS R. SAUER, MICHAEL S. OLIVE
of **LANHAM**, in the State of **MARYLAND**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this **14th** day of **APRIL**, 19 **94**.

FRONTIER INSURANCE COMPANY



BY: *Walter A. Rhulen*
WALTER A. RHULEN, President

State of New York
County of Sullivan ss.:

On this **14th** day of **APRIL**, 19 **94**, before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came WALTER A. RHULEN of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.



Christine I. Lane
CHRISTINE I. LANE
Notary Public State of New York
Sullivan County Clerk's No. 1996
Commission Expires May 2, 1998

CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this **20th** day of **November**, 19 **96**.



Joseph P. Loughlin
JOSEPH P. LOUGHLIN, Secretary

0007-0045

LIBER 1195 FOLIO 060

RECORDING FEE 0.00
TOTAL 0.00
Res#SMB2 Rcpt#999999
EWA LP BIK#516
SEP 16 1997 04:34 PM

MEMORANDUM OF AGREEMENT

WHEREAS David William Bruton and Mary-Ann E. Bruton, is that party owning a parcel of improved land more particularly described as Lot 5 of the Hayden Green Subdivision, (Liber EWA 39, Folio 11) located in St. Mary's County, Maryland, hereinafter referred to as "the Property"; and

WHEREAS the St. Mary's County Metropolitan Commission, hereinafter referred to as "METCOM", is the duly organized entity responsible for the provision of water and sewer services in St. Mary's County, Maryland; and

WHEREAS Owner constructed, or caused to be constructed, an accessory structure, hereinafter referred to as "the Structure", such that the Structure was erected, with all of the necessary and appropriate approvals from the St. Mary's County Office of Planning and Zoning, within the twenty (20) foot sewer easement, and consequently within approximately six (6) feet of an existing gravity sewer line located within and beneath the Property, hereinafter referred to as "the Sewer Line", owned, operated, repaired and maintained by METCOM; and

WHEREAS, during the course of normal and reasonable repair, operation and maintenance, to include replacement, of the Sewer Line, it may become necessary for METCOM to excavate or otherwise disturb portions of the Property surrounding the Sewer Line which, due to the Structure's location within said twenty (20) foot sewer easement, could disrupt or otherwise adversely affect the subjacent and/or lateral support of the lands surrounding the Structure, the Structure itself, or the foundation of the Structure;

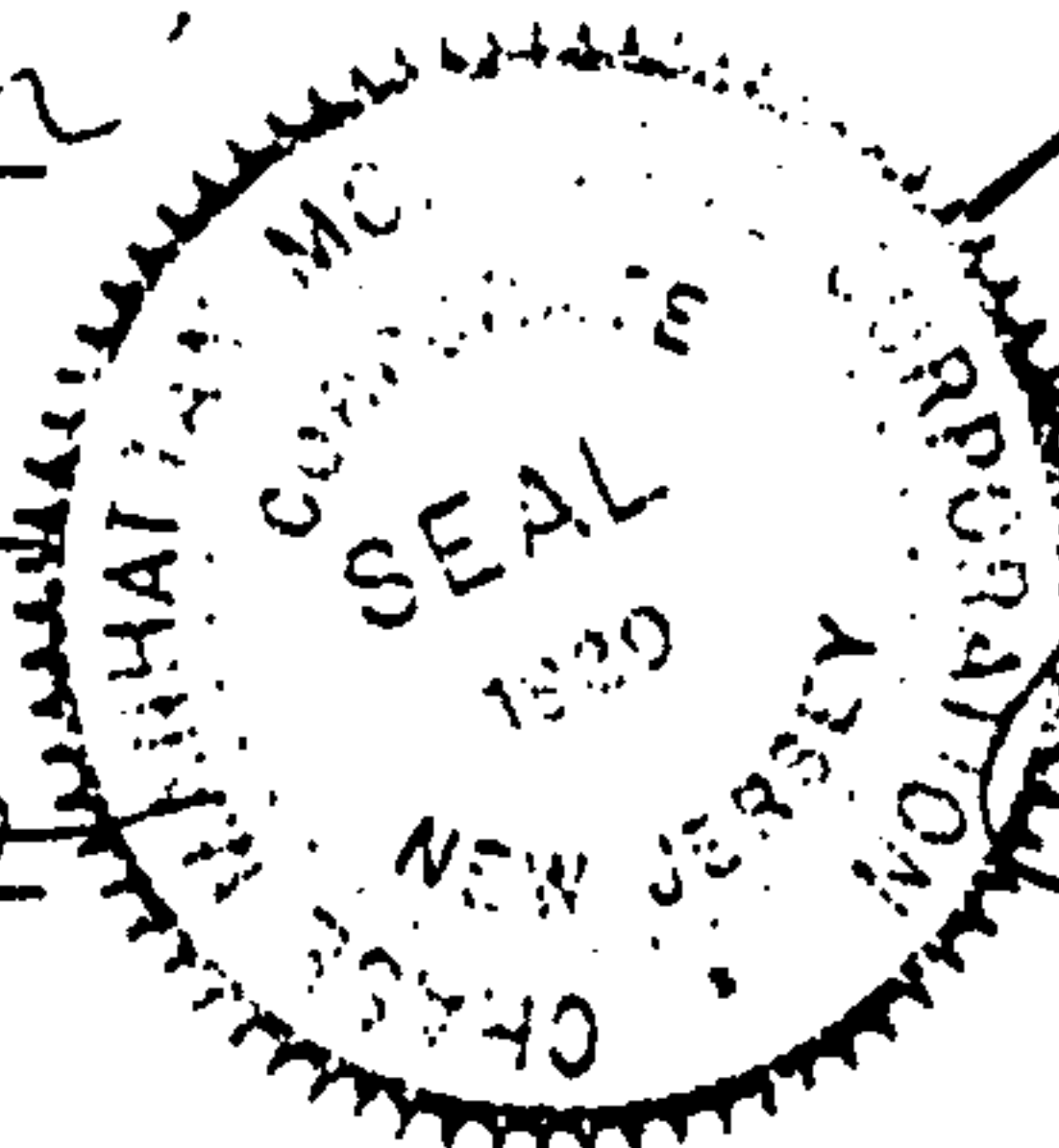
NOW THEREFORE, we the undersigned, our heirs, assign, successors and executors hereby agree to fully and forever release and discharge METCOM, its heirs, assigns, executors, successors, employees and servants from any and all injuries, losses and damages to person and/or property resulting from said normal and reasonable repair, operation and maintenance, to include replacement, of the Sewer Line. Additionally, we agree never to restrict immediate access to the clean-out in the easement, either through further construction or ornamental plantings. Execution of the Agreement in no way releases or discharges any party other than METCOM from any injury, loss or damage resulting from the Structure's existence within the twenty (20) foot sewer easement.

WITNESS our hands this 8th day of August, 1997.

Witness:

RECORDING FEE 0.00
TOTAL 0.00
Res#SMB2 Rcpt#999999
EWA LP BIK#516
SEP 16 1997 04:39 PM

[Handwritten signatures of witnesses]



[Signature of David William Bruton]
David William Bruton

[Signature of Mary-Ann E. Bruton]
Mary-Ann E. Bruton

[Signature of Jeannette Donato]
Chase Manhattan Mortgage Corp.
Mortgage Holder
Jeannette Donato, Asst. Vice President

g:\user\shared\memo.agree

RETURN TO:
NAME: Joe Montabell
ADDRESS: _____

0037 0046

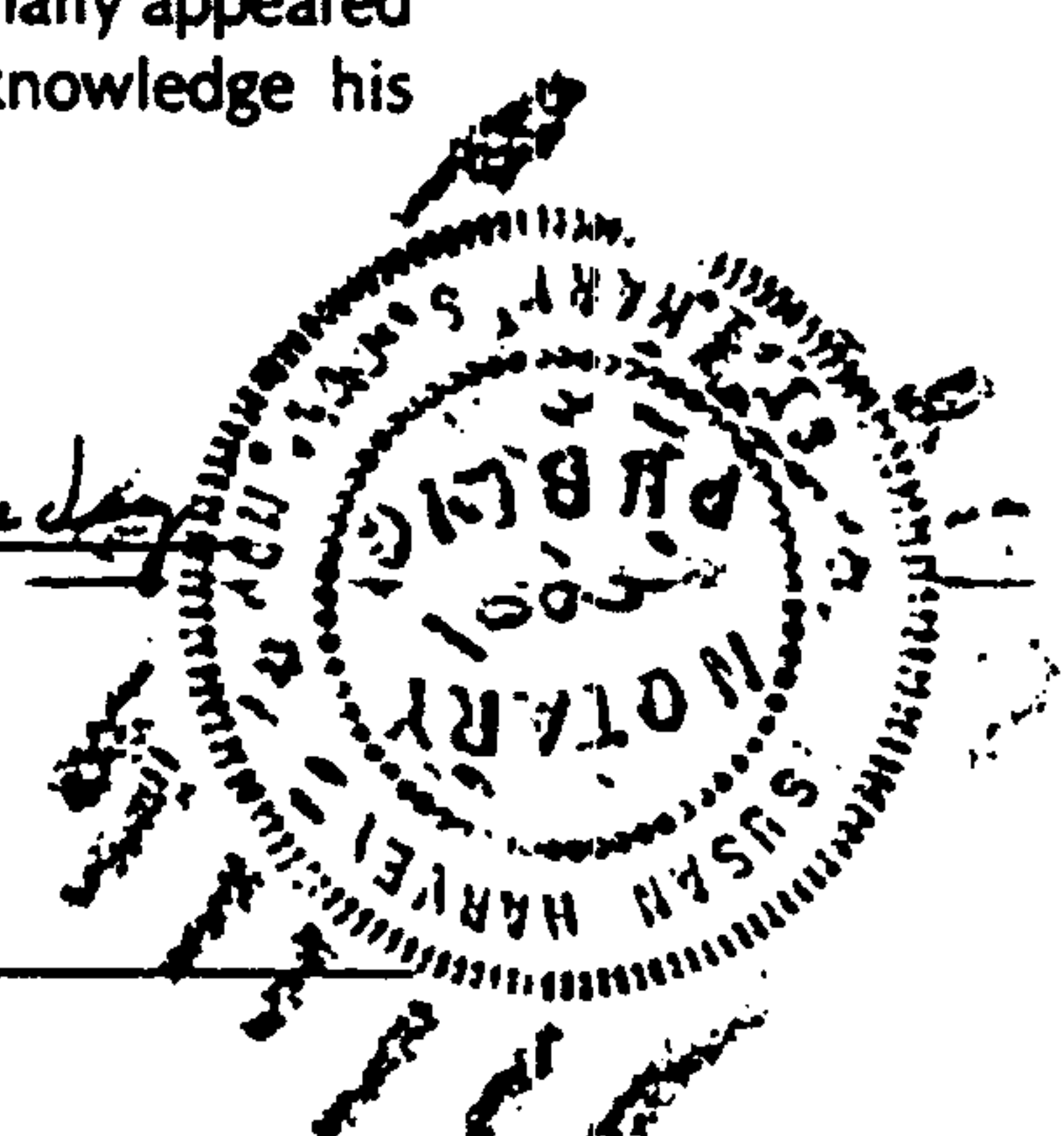
STATE OF MARYLAND, County of ST. MARY'S to-wit:

I HEREBY CERTIFY That on this 5 day of SEPTEMBER, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David William Bruton, and executed the foregoing instrument, and I acknowledge his signature to be his act.

AS WITNESS my hand and Notorial Seal.

Susan Harvey
Notary Public

My Commission Expires: MAY 8, 2000



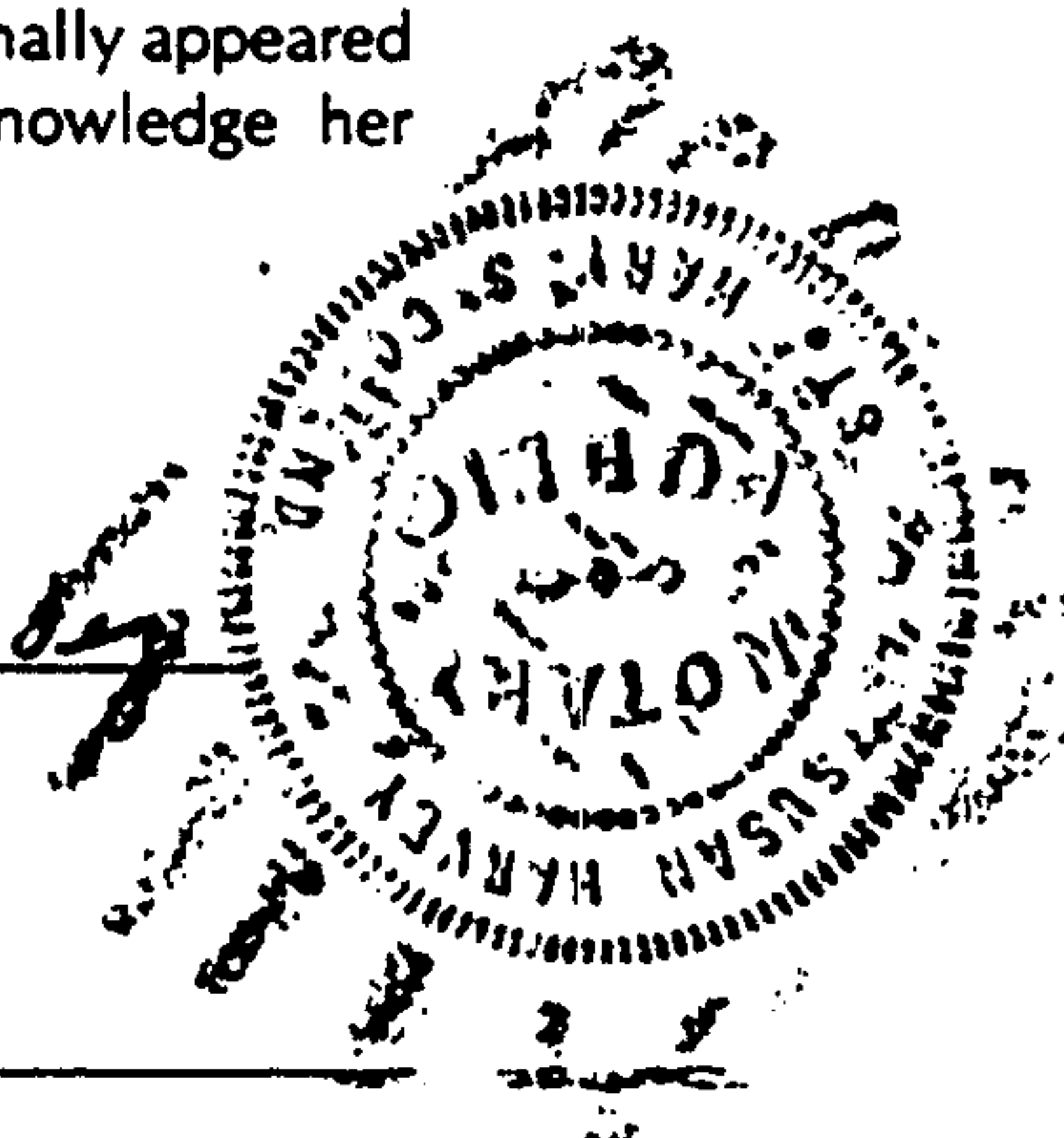
STATE OF MARYLAND, County of ST. MARY'S to-wit:

I HEREBY CERTIFY That on this 5 day of SEPTEMBER, 1998, before me, the subscriber, a notary Public in and for the State and County aforesaid, personally appeared Mary-Ann E. Bruton, and executed the foregoing instrument, and I acknowledge her signature to be her act.

AS WITNESS my hand and Notorial Seal.

Susan Harvey
Notary Public

My Commission Expires MAY 8, 2000



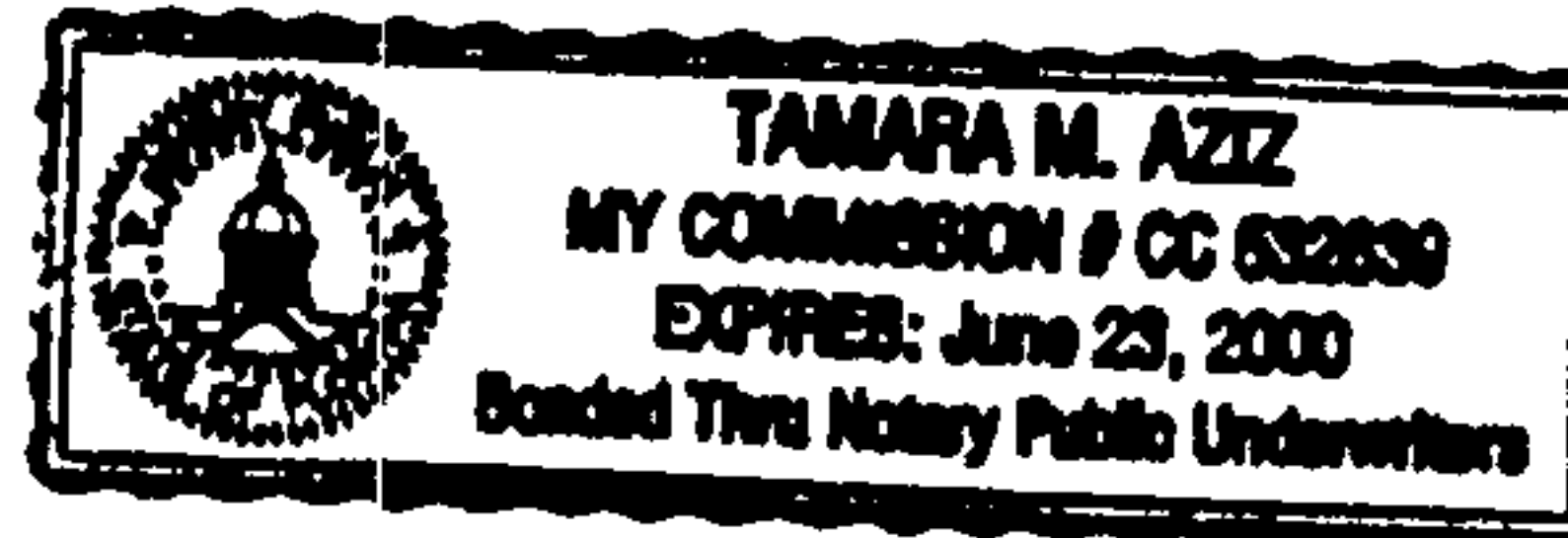
STATE OF Florida, County of Hillsborough to-wit:

I HEREBY CERTIFY That on this 8th day of August, 1996, before me, the subscriber, a notary Public in and for the State and County aforesaid, personally appeared Jeannette Donato, authorized agent for (Mortgage Company) and executed the foregoing instrument, and I acknowledge ~~his~~ her signature to be ~~his~~ her act.

AS WITNESS my hand and Notorial Seal.

Tamara M. Aziz
Notary Public Tamara M. Aziz

My Commission Expires June 23, 2000



LIBER 1245 FOLIO 180
LIBER 007 PAGE 47

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Reg#SN02 Rcpt#999999
EWA NB 31k1525
Feb 18, 1998 04:21 PM

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this twelve day of
December 19 97 by and between Barbara A. Parvin & Stephen F. Parvin, 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 the tract or parcel of land (Tax map 65,
Parcel 312 , Lot 93), situated in the Third (3rd) Election District of St. Mary's County, Maryland,

more particularly described in deed Lot numbered Ninety-three (93), as per plat entitled "Plat 1 Lots 93
thru 95, Landings at Piney Point", said plat being recorded among the plat records of St. Mary's County, Maryland at
Liber MRB 30, folio 120 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 sewer line,
grinder pump, valves etc., 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 sewer 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 Facilities.

RECORDING FEE 0.00
TOTAL 0.00
Reg#SN02 Rcpt#999999
EWA NB 31k1525
Feb 18, 1998 04:28 PM

Return To
Southern Maryland Abstracts, Inc. FCTC

LIBER 1245 FOLIO 182

LIBER 007 PAGE 49

I HEREBY CERTIFY That on this 12 day of Dec.

1997; before me, the subscriber, a Notary Public in and for the State and County aforesaid,

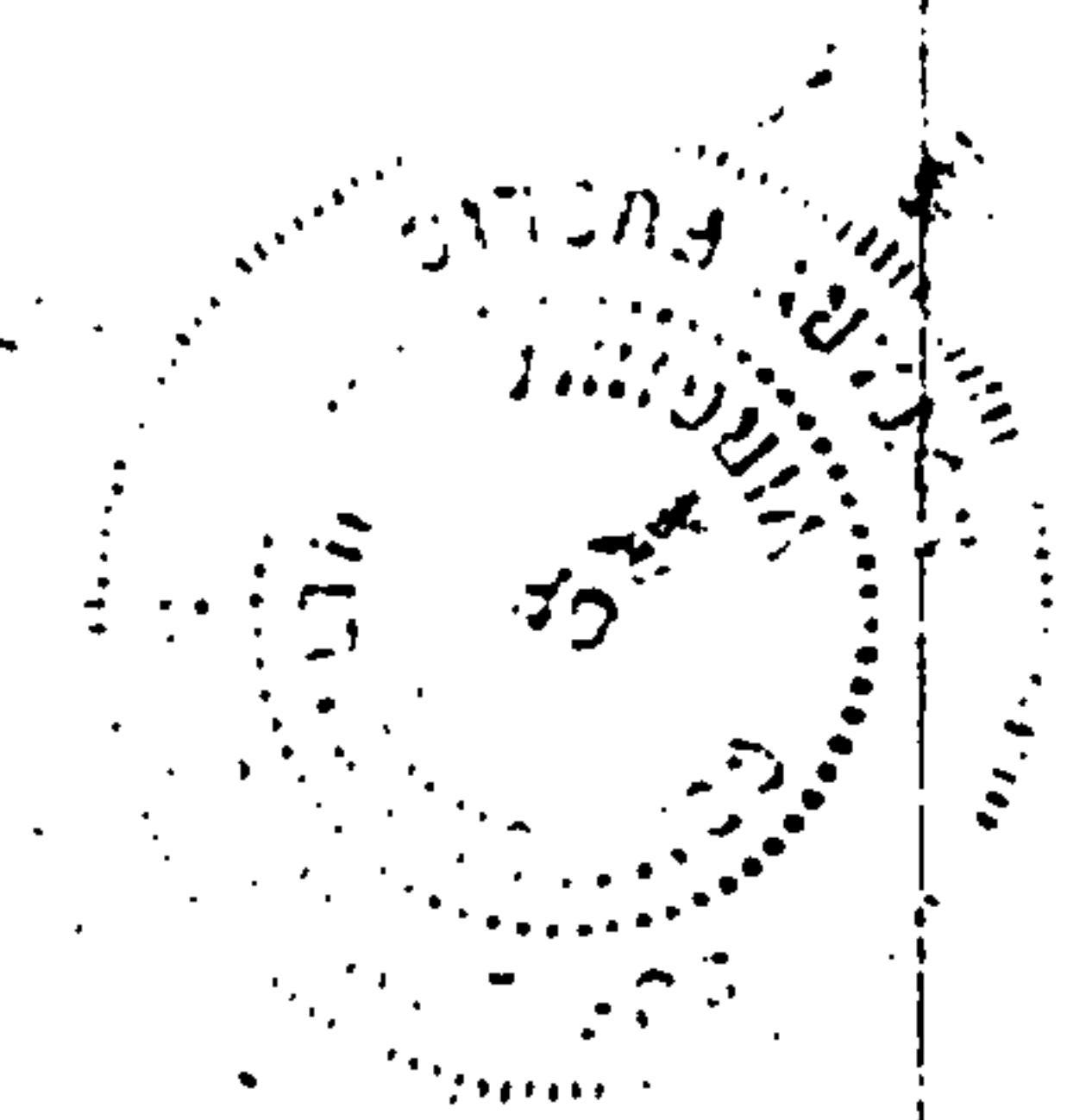
personally appeared Stephen F. Parvin the GRANTOR named in the foregoing instrument and acknowledged it to be his act.

As witness my hand and Notarial Seal.



Notary Public

My Commission Expires: My Comm. Expires 10-31-2001



I HEREBY CERTIFY That on this 12 day of Dec.

1997; before me, the subscriber, a Notary Public in and for the State and County aforesaid,

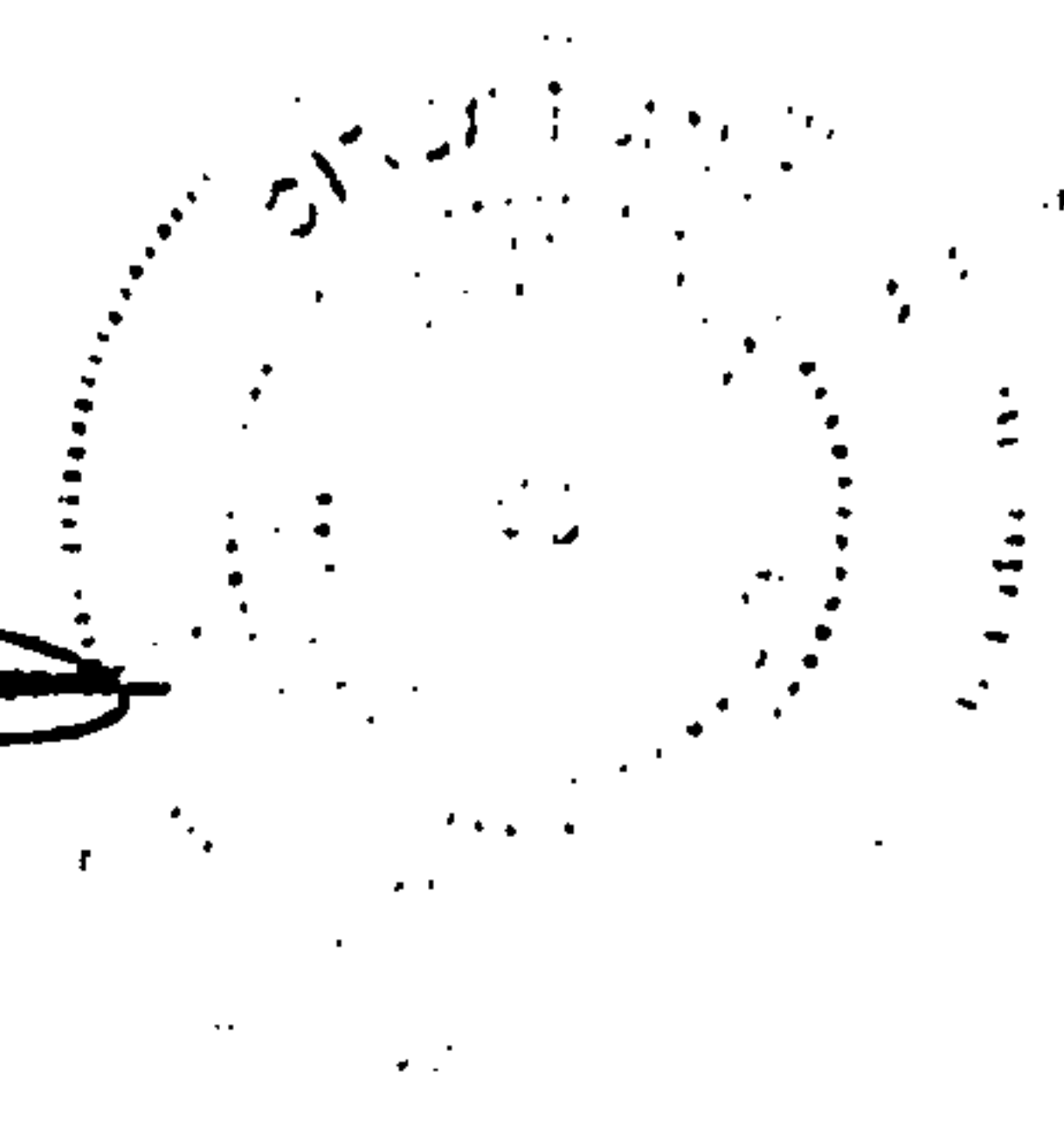
personally appeared Barbara A Parvin the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

As witness my hand and Notarial Seal.



Notary Public

My Commission Expires: My Comm. Expires 10-31-2001



LIBER 1245 FOLIO 183

LIBER 007 PAGE 50

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

I HEREBY CERTIFY That on this 6th day of Jan,

1998; before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John W. 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 IS

being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Agent.

AS WITNESS my hand and Notarial Seal.

Jacqueline Denise Vickman
Notary Public

My Commission Expires: 5/8/00

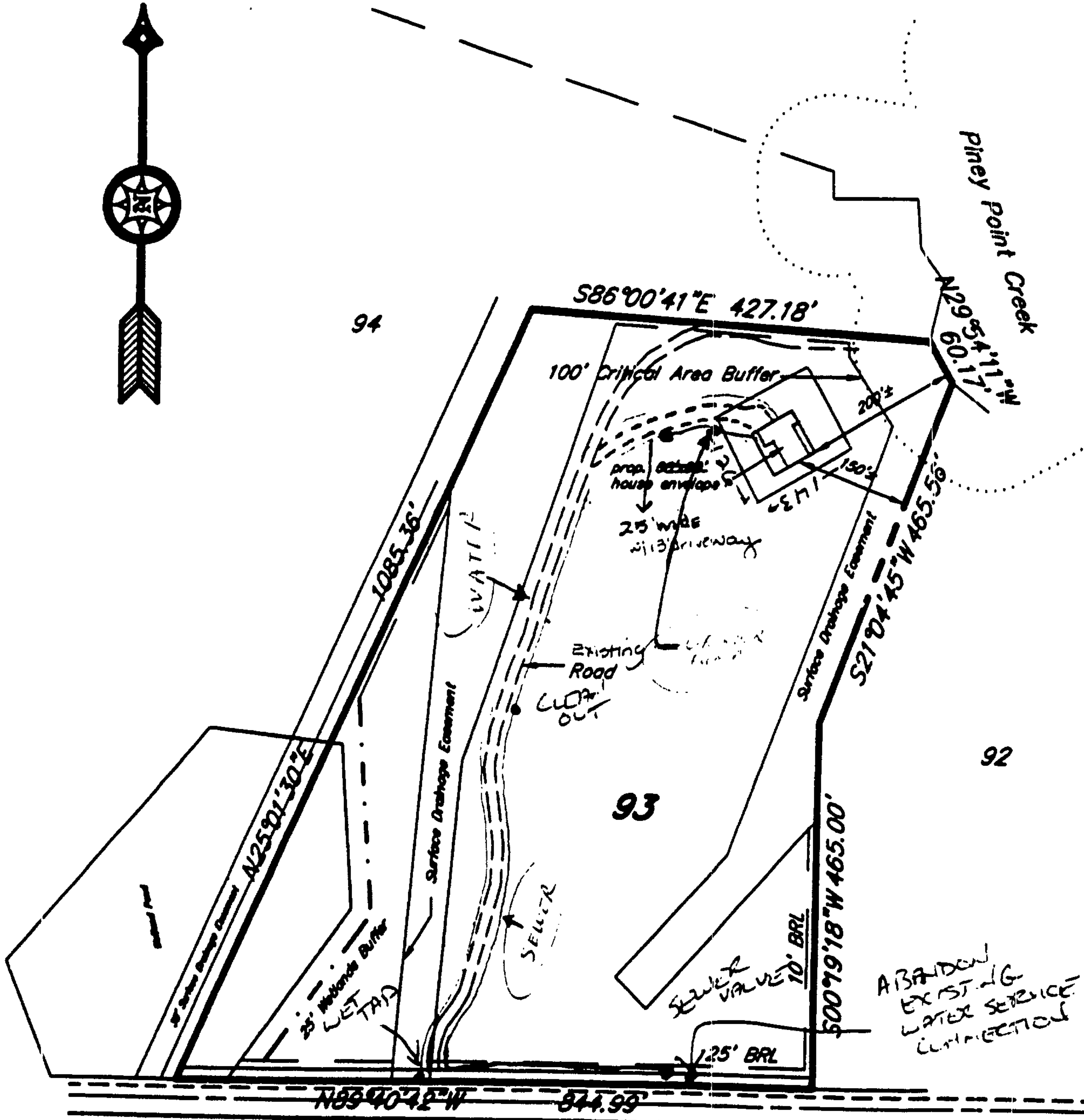
g:\user\shared\PARVIN

Exhibit A

PROPERTY 362 3129
 JIM YOUNG JR. N. H. T. A. 12

PARVA 703-604-6211, 2017

LIBER 1245 FOLIO 184
 LIBER 007 PAGE 51



Steve Parvi
 1/6/97

Driftwood Drive

DRIVEWAY CLEARING TOTAL 25 FEET
 DRIVEWAY IS 13 FEET WIDE
 WATER IS 2 FEET ON LEFT OF DRIVEWAY
 SEWER IS 2 FEET ON RIGHT OF DRIVEWAY
 SEPARATION 16 FEET

	13
	1
	2
	16 FEET

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res#SM83 Rcpt#999999
EMA NB BIK#1833
Apr 22, 1998 09:49 am

ST. MARY'S COUNTY METROPOLITAN COMMISSION
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, executed this 6th day of April, 1998, by and between Abdussamed Samadi, MD, Party of the First Part, [hereinafter referred to as "Samadi"] and the St. Mary's County Metropolitan Commission, a body politic and corporate of the State of Maryland, Party of the Second Part, [hereinafter referred to as the "Commission"],

RECORDING FEE 0.00
TOTAL 0.00
Res#SM83 Rcpt#999999

WITNESSETH

WHEREAS, Samadi is the owner of certain real property located in the Third Election District of St. Mary's County, Maryland, further described as appearing on Tax Map 40, Grid 8, Parcel 118 [hereinafter referred to as the "Property"]

EMA NB BIK#1853

WHEREAS, by letter dated February 25, 1998, a copy of which is attached hereto as Exhibit A, and incorporated herein, the Commission has notified Samadi of its intention to acquire a fee simple interest and construction and permanent easement interests in various portions of the Property [hereinafter referred to as the "Acquisition Area"], either by negotiation or by exercise of its rights of eminent domain pursuant to the local Public Laws of St. Mary's County, Maryland, to construct rapid infiltration basins to be used in conjunction with the St. Clement Shores Wastewater Treatment Plant [hereinafter, "Treatment Facilities"]; and,

Apr 22, 1998 10:14 am

WHEREAS, the Commission, prior to the actual conveyance of the fee simple interest and easement interest in the Acquisition Area from Samadi, is desirous of obtaining a right of entry onto the Property to initiate the design and construction of the Treatment Facilities; and,

WHEREAS, Samadi, in a gesture of good will and cooperation, prior to the actual conveyance of the said fee simple interest and easement interest to the Commission, is agreeable to providing the Commission with a right of entry onto the Property to allow the Commission to initiate the design and construction of the Treatment Facilities within the Acquisition Area;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Effective upon the date of execution of these presents the Commission shall undertake to file condemnation proceedings, in the Circuit Court for St. Mary's County, Maryland, to be filed on or before June 1, 1998, and Samadi grants unto the Commission, its agents, officers, employees and assigns, a right of entry onto the Property for the purposes of designing and constructing within the Acquisition Area, certain Treatment Facilities to be located as set forth in Exhibit A.
2. This right of entry shall be irrevocable and shall remain in full force and effect until such time as the fee simple interests and the easement interests are conveyed to the Commission, either by a negotiated settlement or upon completion of the condemnation proceedings in the Circuit Court for St. Mary's County, Maryland.
3. Samadi grants and conveys unto the Commission an exclusive right to utilize the Acquisition Area for the purposes described herein from the date of execution of these presents until such time as the Commission acquires fee simple title and/or construction and permanent easements thereto.

RETURN TO:
NAME: Joseph Mitchell Esquire
ADDRESS: _____

BOOK 0007 PAGE 0052

BOOK 0007 PAGE 0053

4. The Commission agrees to hold harmless and indemnify Samadi for any and all losses and damages which he may suffer as a result of granting the right of entry to the Commission or the use by the Commission of the Acquisition Area.

5. In the event that for whatever reason the Commission fails to acquire the Acquisition Area, upon written notification to Samadi the Commission shall restore the Acquisition Area and any portion of the Property disturbed by the Commission to the extent practicable, to its original condition, and thereafter this Right of Entry shall become void and of no further force or effect.

WITNESS THE HAND AND SEALS OF THE PARTIES HERETO:

Abdussamed Samadi (SEAL)
Abdussamed Samadi

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 6th day of April 1988, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Abdussamed Samadi, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Jeannette C. Davis
Notary Public

My Commission expires: 6-1-2000

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

I HEREBY CERTIFY that on this 6th day of April 1988, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Larry K. Petty, known to me to be the Director of the St. Mary's County Metropolitan Commission who acknowledged that on behalf of the St. Mary's County Metropolitan Commission he executed the within instrument for the purposes therein contained.

Elizabeth Sherman
Notary Public

My Commission expires: 1/1/99

Attachment: Exhibit A

NOTE:

THE PURPOSE OF THIS PLAT IS TO DELINEATE PROPOSED TRACTS OF LAND AND RIGHTS-OF-WAY TO BE ACQUIRED BY ST. MARY'S COUNTY METROPOLITAN COMMISSION FOR APPRAISAL.

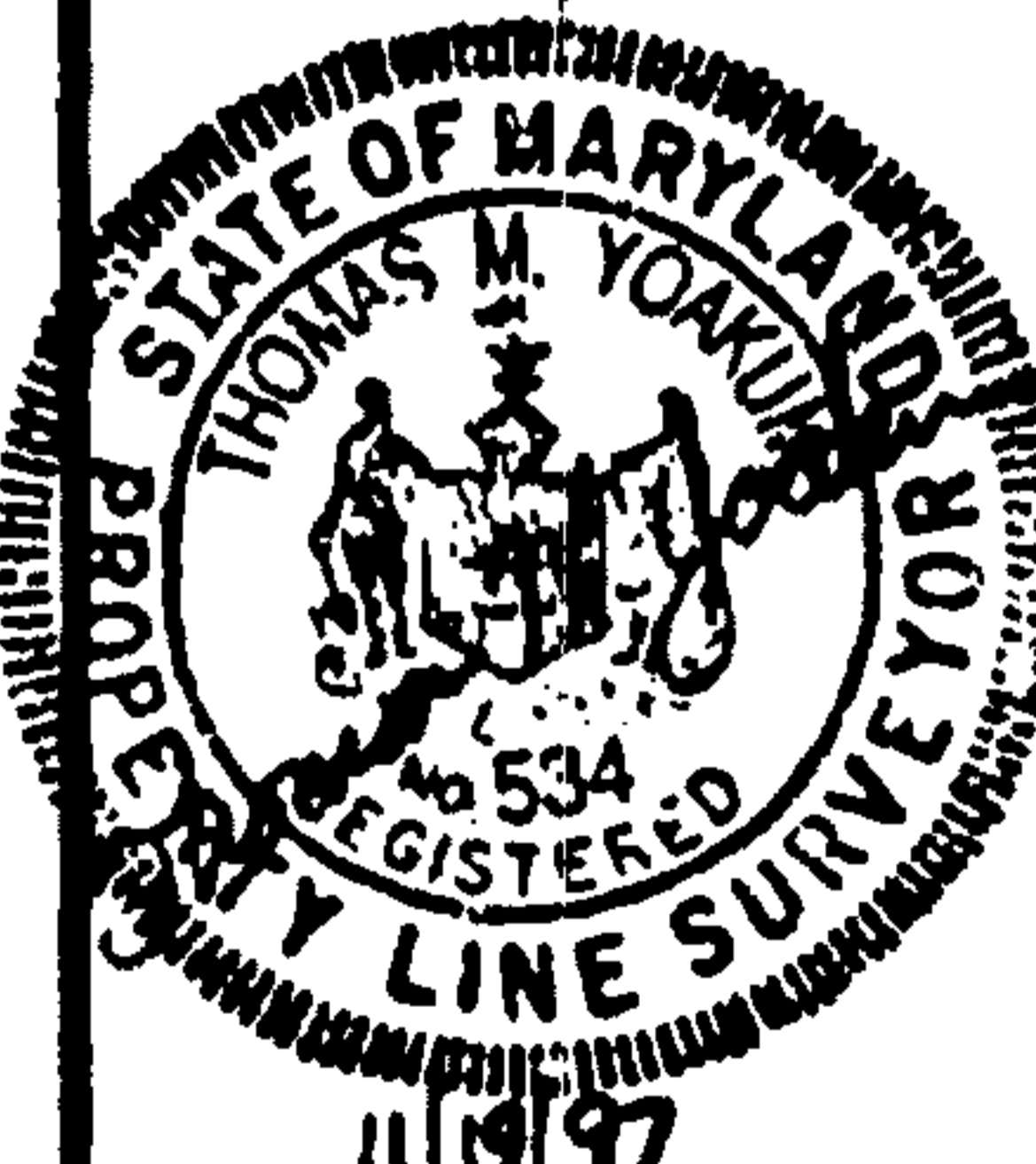
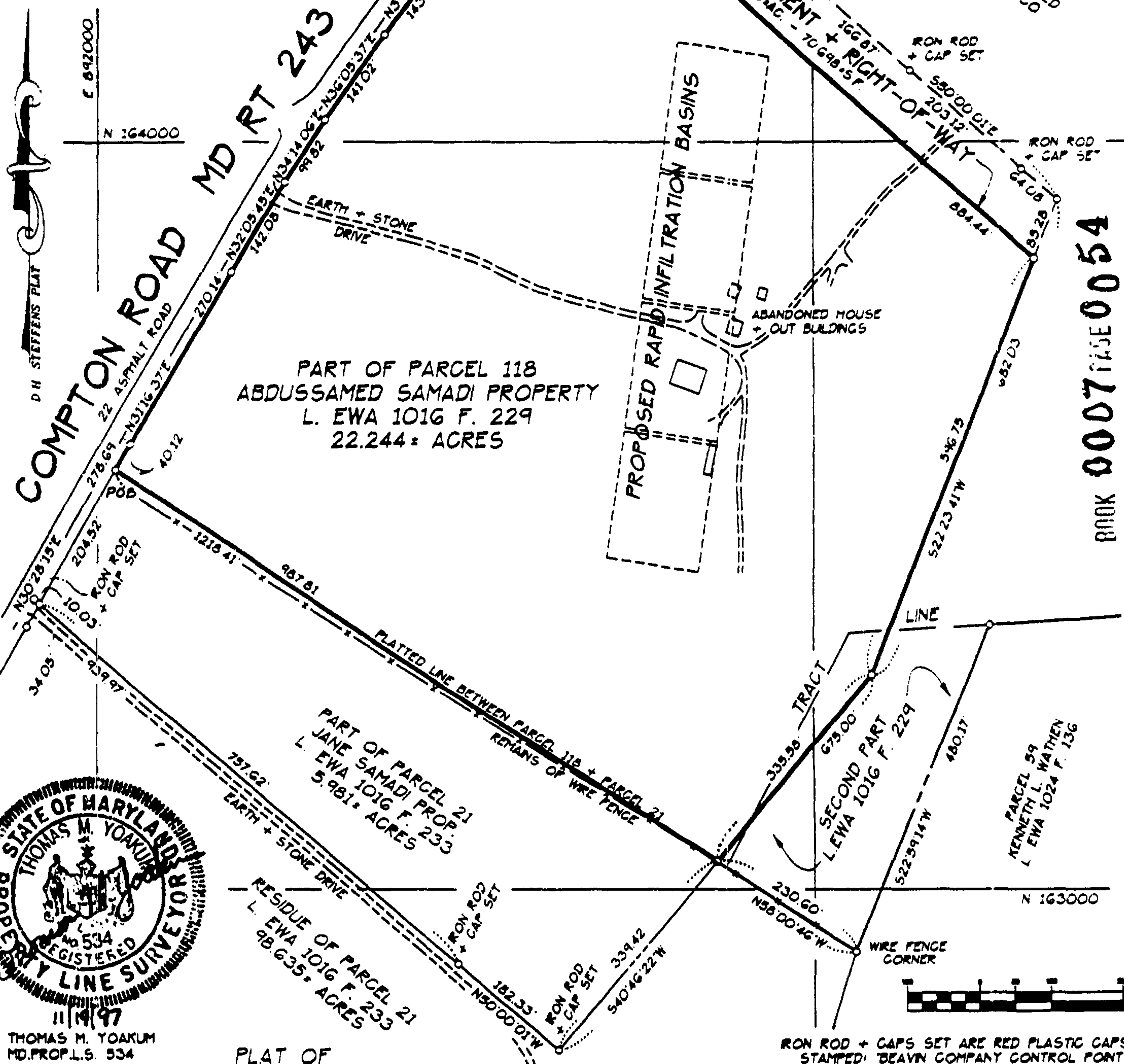
THIS SURVEY WAS PREPARED IN ACCORDANCE WITH MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS ESTABLISHED BY THE STATE OF MARYLAND.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND, AS SUCH, MAY NOT SHOW ALL CONVEYANCES OF RECORD.

BEARINGS ARE PER UNRECORDED PLAT ENTITLED 'BOUNDARY SURVEY - LAND OF ABDUSSAMED SAMADI, et ux' BY D.H. STEFFENS CO. DATED MARCH 1996, COORDINATE GRID SHOWN IS PER 'SOCIETY HILL' RECORD PLATS LISTED HEREON

FIELD WORK COMPLETED OCTOBER 16, 1997.

RESIDUE OF PARCEL 118
ABDUSSAMED SAMADI PROPERTY
L. EWA 1016 F. 229
90.000 ± AC. (STEFFENS PLAT)
SURVEY BASED ON UNRECORDED PLAT
ENTITLED BOUNDARY SURVEY - LAND
OF ABDUSSAMED SAMADI, et ux, DATED
MARCH, 1986 BY D.H. STEFFENS CO.



THOMAS M. YOAKUM
MD. PROP. L.S. 534

PLAT OF

RON ROD + CAPS SET ARE RED PLASTIC CAPS
STAMPED: 'BEAVIN COMPANY CONTROL POINT.'

PORTION OF ABDUSSAMED SAMADI PROPERTY
FEE SIMPLE TRACT + RIGHT-OF-WAY
ST. CLEMENTS SHORES RAPID INFILTRATION BASINS
THIRD DISTRICT, ST. MARY'S COUNTY, MARYLAND
FOR: ST. MARY'S COUNTY MET. COMM.

BEAVIN COMPANY
Engineers-Surveyors
BALTIMORE, MD 21218
2300 N. CHARLES ST.
(410) 235-4570

Date: 11/17/97
Scale: 1" = 200'
Drawn by: TMY\CAD
Proj. No.: 9542X3

BOOK 0007 PAGE 0054

LIBER 1269 FOLIO 088

DESCRIPTION OF
PORTION OF ABDUSSAMED SAMADI PROPERTY
TO BE ACQUIRED IN FEE BY
ST. MARY'S COUNTY METROPOLITAN COMMISSION

BOOK 00077 CASE 0055

BEING a parcel of land, hereinafter described as situated along the southeast side of Maryland Route 243, also known as Compton Road, located in the Third District, St. Mary's County, Maryland. Said fee simple area being a part of the tract of land designated as Parcel 118 of St. Mary's County Tax Map No. 40 and being more particularly described as follows:

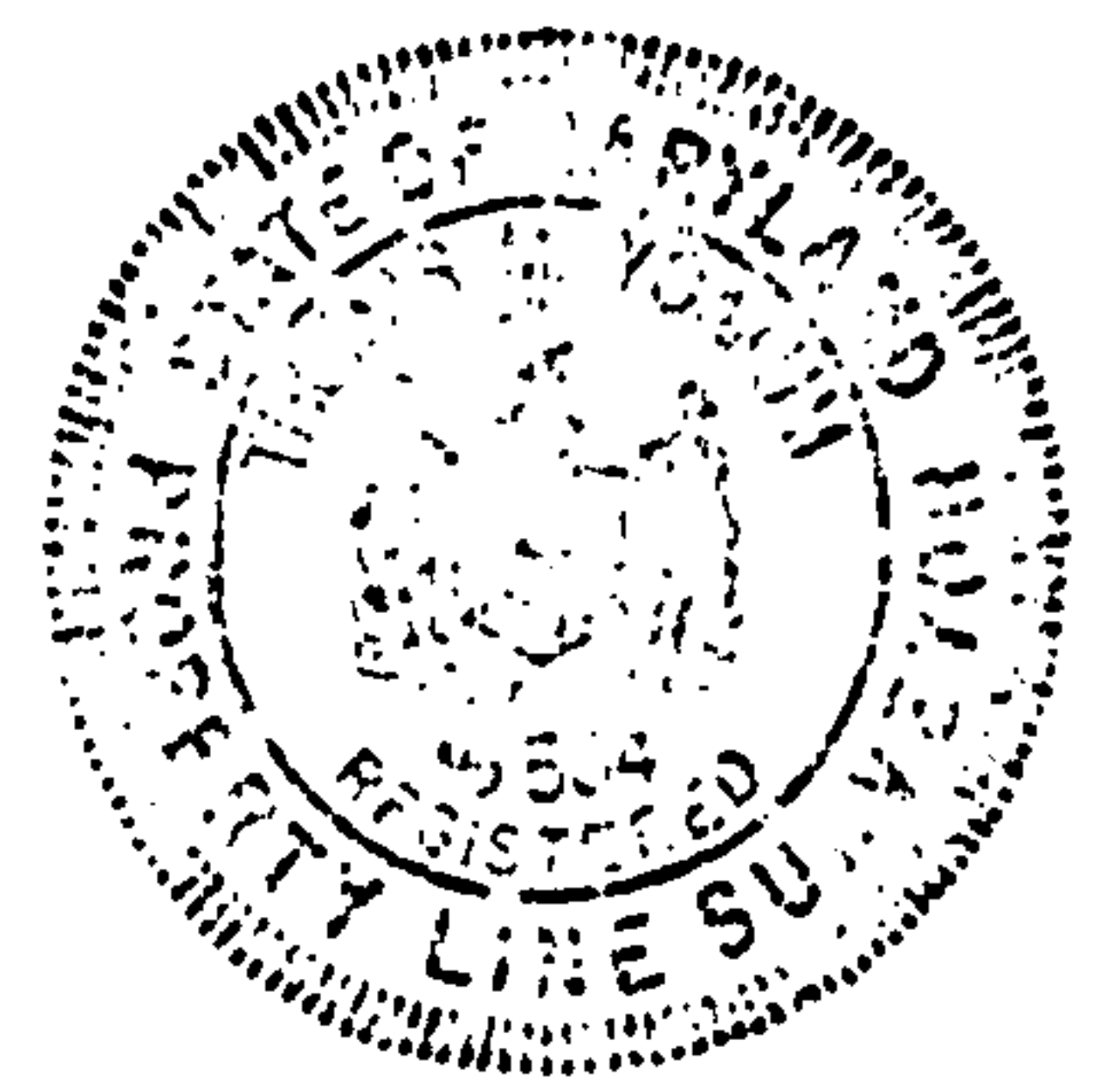
BEGINNING for the same at a point located at the end of a wire fence line on the southern right of way line Maryland Route 243, also known as Compton Road and being a 50' wide road right of way, at the westernmost corner of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Abdussamed Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 229; said beginning point being further described as located at the beginning of the first line of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Jane Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 233 and being further shown on the plat entitled "Boundary Survey - Land of Abdussamed Samadi, et ux" dated March 24, 1986 by D.H. Steffens Company; THENCE leaving the point of beginning, so fixed, and said outline of the Jane Samadi conveyance and running, with the bearings described herein referred to said Steffens Plat, with said southeastern right of way line of Compton Road, as shown on said Steffens Plat, the following eight courses and distances, to wit: (1) North 30°28'15" East - 40.12'; (2) North 31°16'37" East - 270.14'; (3) North 32°05'45" East - 142.08'; (4) North 34°14'06" East - 99.82'; (5) North 36°05'37" East - 141.02'; (6) North 39°11'48" East - 143.68'; (7) North 41°42'03" East - 174.61' (8) North 42°30'20" East - 36.56'; THENCE leaving said Compton Road right of way and running with new lines of division for the herein described property the following three courses and distances; to wit: (9) South 50°00'01" East - 884.44'; (10) South 22°23'41" West - 596.75'. (11) South 40°46'22" West - 335.58' to a point located on said first line of the Jane Samadi conveyance; THENCE leaving said new lines of division and running with the remains of a wire fence line and the division line between said Jane Samadi and Abdussamed Samadi conveyances reversely with said first line of the Jane Samadi conveyance (12) North 58°00'46" West - 987.81' to the point of beginning.

CONTAINING 22.244 acres, more or less, of land as shown on the attached "Plat of Portion of Abdussamed Samadi Property - Fee Simple Tract & Right of Way" dated November 17, 1997 by Beavin Company, Engineers & Surveyors.

BEING a part of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Abdussamed Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 229.

Thomas M. Yoakum
Thomas M. Yoakum, MD. Prop.L.S. 534
Beavin Company, Engineers and Surveyors
2300 North Charles Street
Baltimore, Maryland 21218

4/13/98
Date



Beavin/Dewberry & Davis

a branch office of

Dewberry & Davis

DESCRIPTION OF
PERMANENT EASEMENT AND RIGHT OF WAY
PORTION OF ABDUSSAMED SAMADI PROPERTY
TO BE ACQUIRED BY
ST. MARY'S COUNTY METROPOLITAN COMMISSION

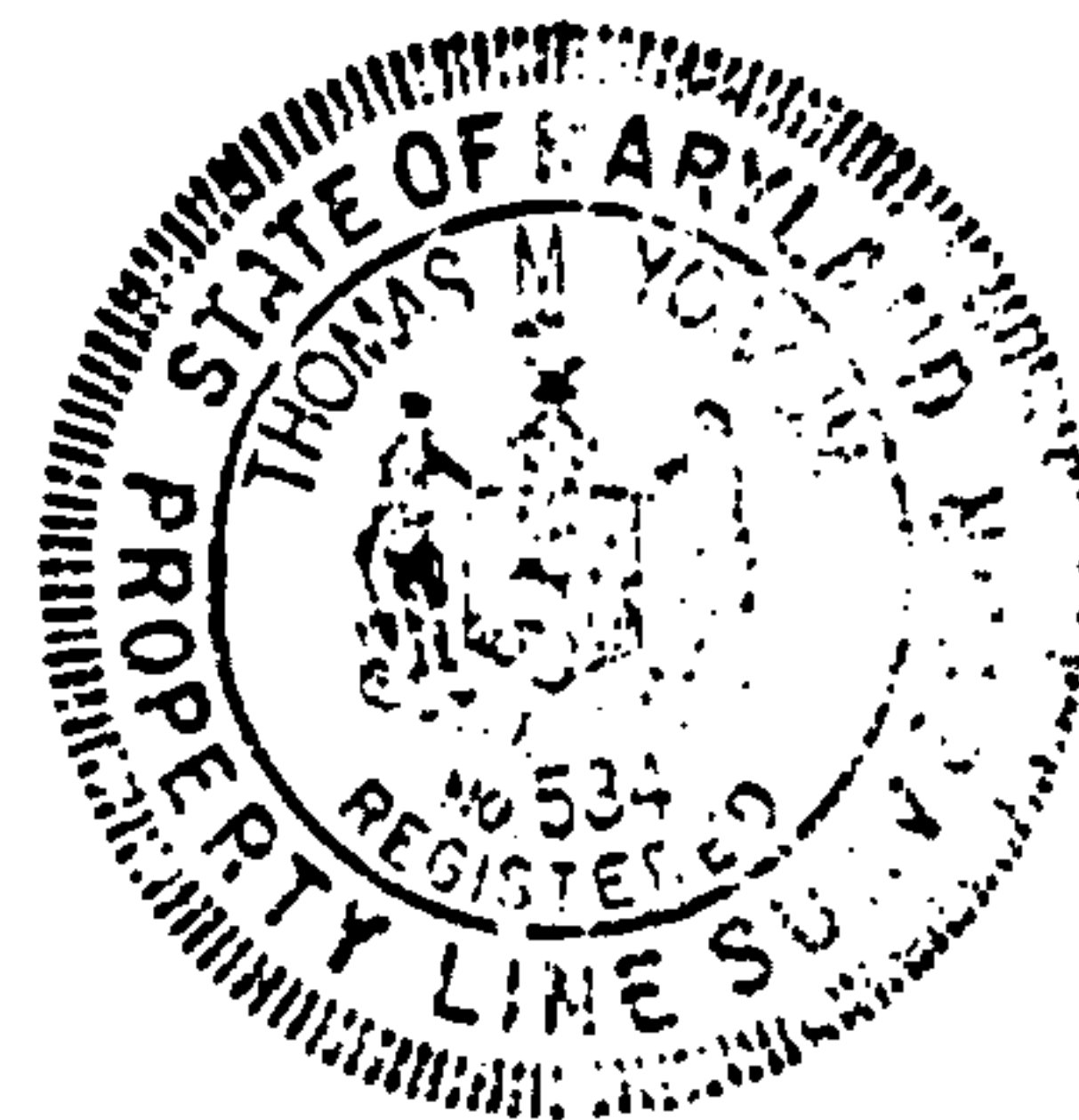
BOOK 30 PAGE 056

BEING a parcel of land, hereinafter described as situated along the southeast side of Maryland Route 243, also known as Compton Road, located in the Third District, St. Mary's County, Maryland. Said Permanent Easement and Right of Way being a part of the tract of land designated as Parcel 118 of St. Mary's County Tax Map No. 40 and being more particularly described as follows:

BEGINNING for the same at a point located on the southern right of way line Maryland Route 243, also known as Compton Road and being a 50' wide road right of way, at the end of the eighth line of the description of the Portion of Abdussamed Samadi Property to be Acquired in Fee and intended to be attached to this description; THENCE leaving said point of beginning, so fixed, and said outline of the Samadi Property to be Acquired in Fee and running with said southeastern right of way line of Compton Road (1) North 42°30'20" East - 81.36' to a point located South 50°00'01" East - 9.04' from an iron rod and cap set; THENCE leaving said Compton Road right of way and running with new lines of division for the herein described Permanent Easement and Right of Way (2) South 50°00'01" East - 855.09' passing over an iron rod and cap set at 421.02' from the beginning of this line and thence passing over another iron rod and cap set 166.87' from the last and passing over another iron rod and cap set 203.12' from the last; THENCE continuing with said new line of division (3) South 22°23'41" West - 85.28' to the end of the ninth line of said Abdussamed Samadi Property to be Acquired in Fee; THENCE leaving said new lines of division and running reversely with said ninth line North 50°00'01" West - 884.44' to the point of beginning

CONTAINING 1.623 acres, more or less, of land as shown on the attached "Plat of Portion of Abdussamed Samadi Property - Fee Simple Tract & Right of Way" dated November 17, 1997 by Beavin Company, Engineers & Surveyors.

BEING a part of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Abdussamed Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 229.



Thomas M. Yoakum
Thomas M. Yoakum, MD. Prop.L.S. 534
Beavin Company, Engineers and Surveyors
2300 North Charles Street
Baltimore, Maryland 21218

4/13/98
Date

Beavin/Dewberry & Davis

a branch office of

Dewberry & Davis

BOOK 0007 PAGE 0057

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Ref#SN03 Rcpt#999999
EWA NB B1k#1833
Apr 22, 1998 09:52 am

ST. MARY'S COUNTY METROPOLITAN COMMISSION
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, executed this 6th day of April, 1998, by and between Jane Samadi, Party of the First Part, [hereinafter referred to as "Samadi"] and the St. Mary's County Metropolitan Commission, a body politic and corporate of the State of Maryland, Party of the Second Part, [hereinafter referred to as the "Commission"],

RECORDING FEE 0.00
TOTAL 0.00
Ref#SN03 Rcpt#999999

WITNESSETH

WHEREAS, Samadi is the owner of certain real property located in the Third Election District of St. Mary's County, Maryland, further described as appearing on Tax Map 40, Grid 8, Parcel 21 [hereinafter referred to as the "Property"]

EWA NB B1k#1853

WHEREAS, by letter dated February 24, 1998, a copy of which is attached hereto as Exhibit A, and incorporated herein, the Commission has notified Samadi of its intention to acquire a fee simple interest and construction and permanent easement interests in various portions of the Property [hereinafter referred to as the "Acquisition Area"], either by negotiation or by exercise of its rights of eminent domain pursuant to the local Public Laws of St. Mary's County, Maryland, to construct rapid infiltration basins to be used in conjunction with the St. Clement Shores Wastewater Treatment Plant [hereinafter, "Treatment Facilities"]; and,

Apr 22, 1998 10:15 am

WHEREAS, the Commission, prior to the actual conveyance of the fee simple interest and easement interest in the Acquisition Area from Samadi, is desirous of obtaining a right of entry onto the Property to initiate the design and construction of the Treatment Facilities; and,

WHEREAS, Samadi, in a gesture of good will and cooperation, pr or to the actual conveyance of the said fee simple interest and easement interest to the Commission, is agreeable to providing the Commission with a right of entry onto the Property to allow the Commission to initiate the design and construction of the Treatment Facilities within the Acquisition Area;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Effective upon the date of execution of these presents the Commission shall undertake to file condemnation proceedings, in the Circuit Court for St. Mary's County, Maryland, to be filed on or before June 1, 1998, and Samadi grants unto the St. Mary's County Metropolitan Commission, its agents, officers, employees and assigns, a right of entry onto the Property for the purposes of designing and constructing within the Acquisition Area, certain Treatment Facilities to be located as set forth in Exhibit A.
2. This right of entry shall be irrevocable and shall remain in full force and effect until such time as the fee simple interests and the easement interests are conveyed to the Commission, either by a negotiated settlement or upon completion of the condemnation proceedings in the Circuit Court for St. Mary's County, Maryland.
3. Samadi grants and conveys unto the Commission an exclusive right to utilize the Acquisition Area for the purposed uses described herein from the date of execution of these presents until such time as the Commission acquires fee simple title and/or construction and permanent easements thereto.

RETURN TO:
NAME: Joseph Mitchell Esquire
ADDRESS: _____

BOOK 0007 PAGE 58

LIBER 1269 FOLIO 91

- 4. The Commission agrees to hold harmless and indemnify Samadi for any and all losses and damages which he may suffer as a result of granting the right of entry to the Commission or the use by the Commission of the Acquisition Area.
- 5. In the event that for whatever reason the Commission fails to acquire the Acquisition Area, upon written notification to Samadi the Commission shall restore the Acquisition Area and any portion of the Property disturbed by the Commission to the extent practicable, to its original condition, and thereafter this Right of Entry shall become void and of no further force or effect.

WITNESS THE HAND AND SEALS OF THE PARTIES HERETO:

Jane Samadi (SEAL)

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 6th day of April 1988, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Jane Samadi, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Jeannette C. Davis
Notary Public

My Commission expires: 6-1-2000

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

I HEREBY CERTIFY that on this 6th day of April 1988, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Larry K. Petty, known to me to be the Director of the St. Mary's County Metropolitan Commission who acknowledged that on behalf of the St. Mary's County Metropolitan Commission he executed the within instrument for the purposes therein contained.

Jeannette C. Davis
Notary Public

My Commission expires: 1/1/99

Attachment: Exhibit A

NOTE:

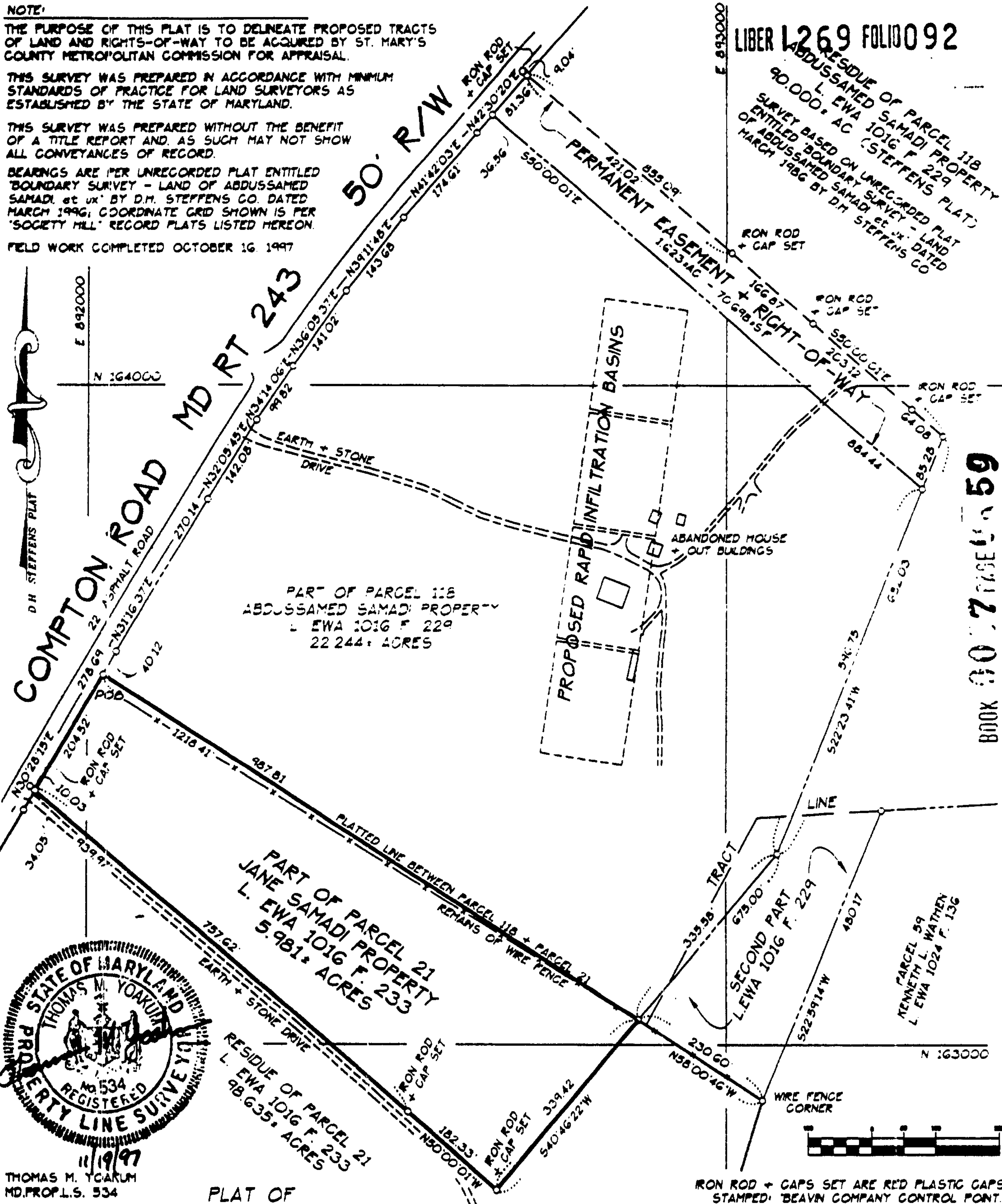
THE PURPOSE OF THIS PLAT IS TO DELINEATE PROPOSED TRACTS OF LAND AND RIGHTS-OF-WAY TO BE ACQUIRED BY ST. MARY'S COUNTY METROPOLITAN COMMISSION FOR APPRAISAL.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS ESTABLISHED BY THE STATE OF MARYLAND.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND, AS SUCH MAY NOT SHOW ALL CONVEYANCES OF RECORD.

BEARINGS ARE PER UNRECORDED PLAT ENTITLED 'BOUNDARY SURVEY - LAND OF ABDUSSAMED SAMADI, et ux' BY D.H. STEFFENS CO. DATED MARCH 1996; COORDINATE GRID SHOWN IS PER 'SOCIETY HILL' RECORD PLATS LISTED HEREON.

FIELD WORK COMPLETED OCTOBER 16, 1997



LIBER 1269 FOLIO 092

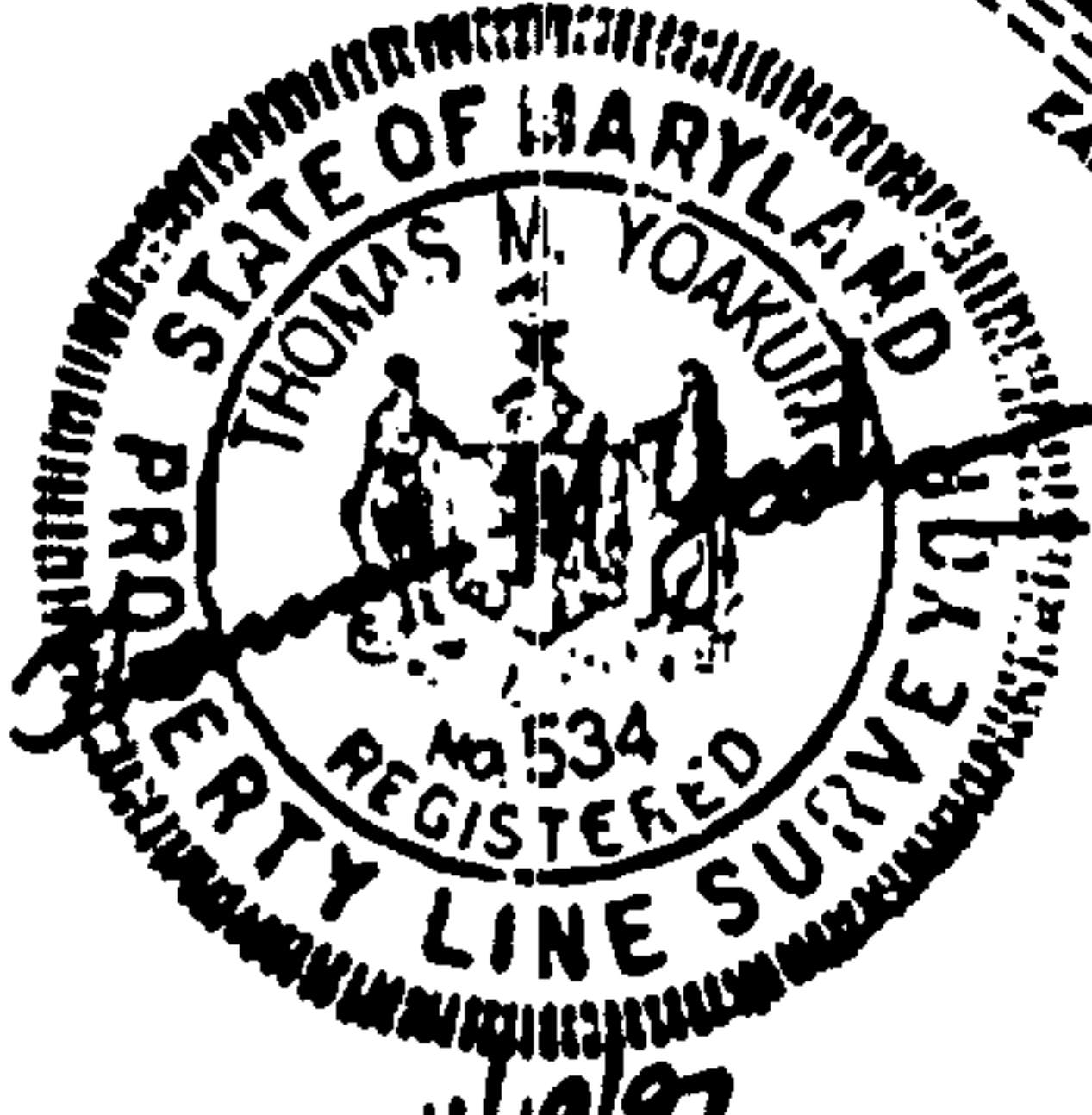
RESIDUE OF PARCEL 118
ABDUSSAMED SAMADI PROPERTY
L. EWA 1016 F. 229
90.000 AC (STEFFENS PLAT)
SURVEY BASED ON UNRECORDED PLAT
ENTITLED 'BOUNDARY SURVEY - LAND
OF ABDUSSAMED SAMADI, et ux' DATED
MARCH 1986 BY D.H. STEFFENS CO.

PART OF PARCEL 118
ABDUSSAMED SAMADI PROPERTY
L. EWA 1016 F. 229
22.244 ACRES

PART OF PARCEL 21
JANE SAMADI PROPERTY
L. EWA 1016 F. 233
5.981 ACRES

RESIDUE OF PARCEL 21
L. EWA 1016 F. 233
98.635 ACRES

BOOK 90 PAGE 59



THOMAS M. YCARUM
MD. PROP. L.S. 534

PLAT OF

IRON ROD + CAPS SET ARE RED PLASTIC CAPS
STAMPED: 'BEAVIN COMPANY CONTROL POINT'

PORION OF JANE SAMADI PROPERTY
FEE SIMPLE TRACT + EASEMENTS
ST. CLEMENTS SHORES RAPID INFILTRATION BASINS
THIRD DISTRICT, ST. MARY'S COUNTY, MARYLAND
FOR: ST. MARY'S COUNTY MET. COMM.

BEAVIN COMPANY
Engineers-Surveyors
BALTIMORE, MD 21218
2300 N. CHARLES ST.
(410) 235-4570

Date: 11/17/97
Scale: 1" = 200'
Drawn by: TMY/GAD
Proj. No.: 9542X3
SHEET 1 OF 2

LIBER 1269 FOLIO 93

DESCRIPTION OF
PORTION OF JANE SAMADI PROPERTY
TO BE ACQUIRED IN FEE BY
ST. MARY'S COUNTY METROPOLITAN COMMISSION

BOOK 90-775E0060

BEING a parcel of land, hereinafter described as situated along the southeast side of Maryland Route 243, also known as Compton Road, located in the Third District, St. Mary's County, Maryland. Said fee simple area being a part of the tract of land designated as Parcel 21 of St. Mary's County Tax Map No. 40 and being more particularly described as follows:

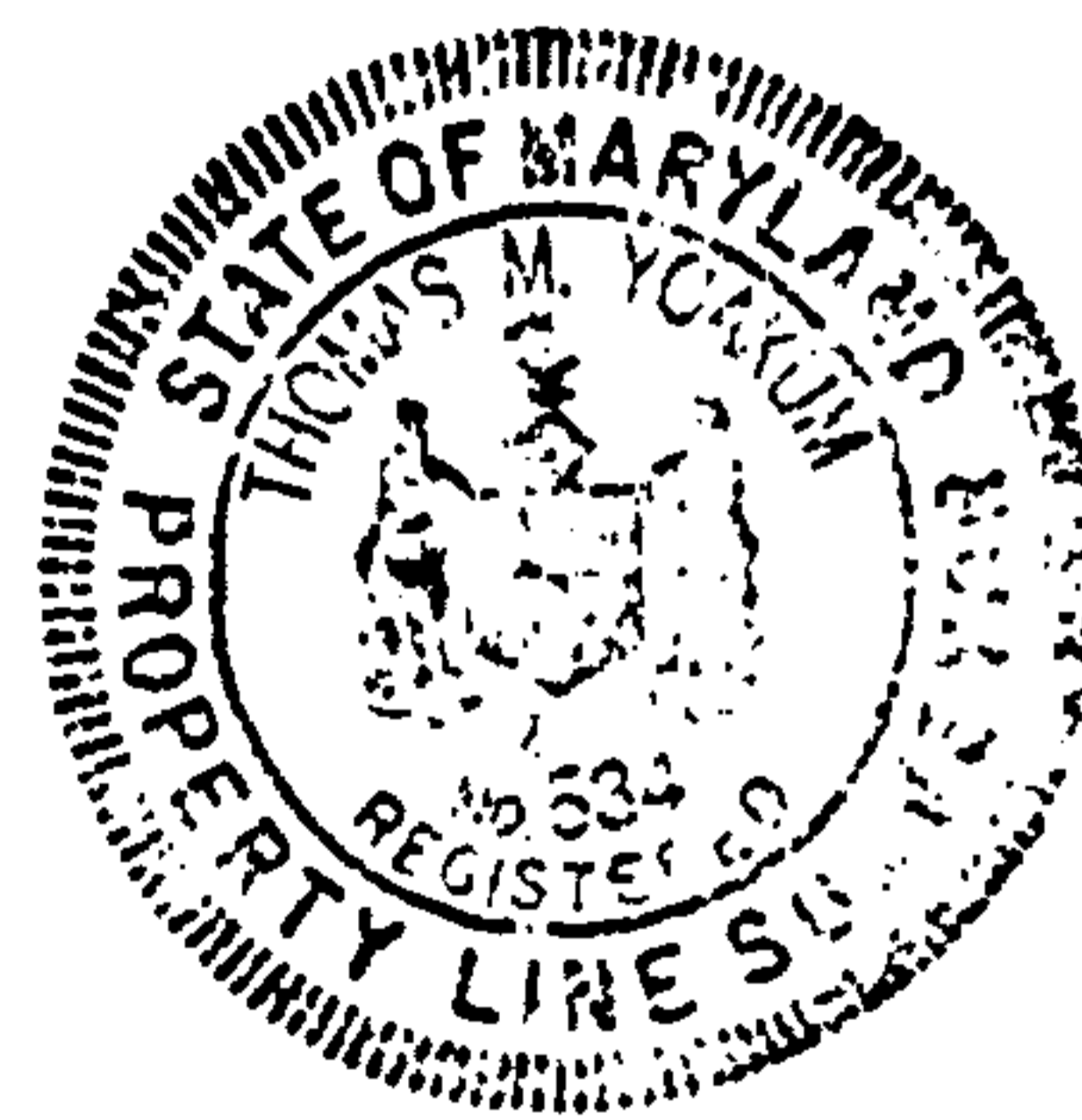
BEGINNING for the same at a point located at the end of a wire fence line on the southern right of way line Maryland Route 243, also known as Compton Road and being a 50' wide road right of way, at the beginning of the first line of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Jane Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 233; said beginning point being further described as located at the westernmost corner of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Abdussamed Samadi by deed dated November 22, 1995 and recorded among the said records in Liber E.W.A. 1016 at folio 229 and being further shown on the plat entitled "Boundary Survey - Land of Abdussamed Samadi, et ux" dated March 24, 1986 by D.H. Steffens Company; THENCE leaving the point of beginning, so fixed, and said Compton Road right of way and running, with the bearings described herein referred to said Steffens Plat, with a portion of said first line of the Jane Samadi conveyance along the line of division between said Jane Samadi conveyance and said Abdussamed Samadi conveyance (1) South 58°00'46" East - 987.81'; THENCE leaving said outline of the Abdussamed Samadi conveyance and said first line of the Jane Samadi conveyance and running through said Jane Samadi conveyance along new lines of division for the herein described property the following two courses and distances; to wit: (2) South 40°46'22" West - 339.42' to an iron rod and cap set; (3) North 50°00'01" West - 939.97' to a point located on said southeastern right of way line Compton Road South 50°00'01" East - 10.03' from an iron rod and cap set and passing over an iron rod cap set 182.33' from the beginning of this line; THENCE leaving said new lines of division and running with said southeastern right of way line of Compton Road (4) North 30°28'15" East - 204.52' to the point of beginning.

CONTAINING 5.981 acres, more or less, of land as shown on the attached "Plat of Portion of Jane Samadi Property - Fee Simple Tract & Right of Way" dated November 17, 1997 by Beavin Company, Engineers & Surveyors.

BEING a part of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Jane Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 233.

Thomas M. Yoakum
Thomas M. Yoakum, MD. Prop. L.S. 534
Beavin Company, Engineers and Surveyors
2300 North Charles Street
Baltimore, Maryland 21218

4/13/98
Date



Beavin/Dewberry & Davis

a branch office of

Dewberry & Davis

NOTE:

THE PURPOSE OF THIS PLAT IS TO DELINEATE PROPOSED TRACTS OF LAND AND RIGHTS-OF-WAY TO BE ACQUIRED BY ST. MARY'S COUNTY METROPOLITAN COMMISSION FOR APPRAISAL.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS ESTABLISHED BY THE STATE OF MARYLAND

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND, AS SUCH, MAY NOT SHOW ALL CONVEYANCES OF RECORD

BEARINGS ARE PER UNRECORDED PLAT ENTITLED 'BOUNDARY SURVEY - LAND OF ABDUSSAMED SAMADI, et ux' BY D.H. STEFFENS CO DATED MARCH 1986; COORDINATE GRID SHOWN IS PER 'SOCIETY HILL' RECORD PLATS LISTED HEREON

FIELD WORK COMPLETED OCTOBER 16, 1997.

LIBER 1269 FOLIO 094

BOOK 307 PAGE 61

RESIDUE OF PARCEL 21
JANE SAMADI PROPERTY
L. EWA 1016 F. 233
98.635 ± AC. (STEFFENS PLAT)

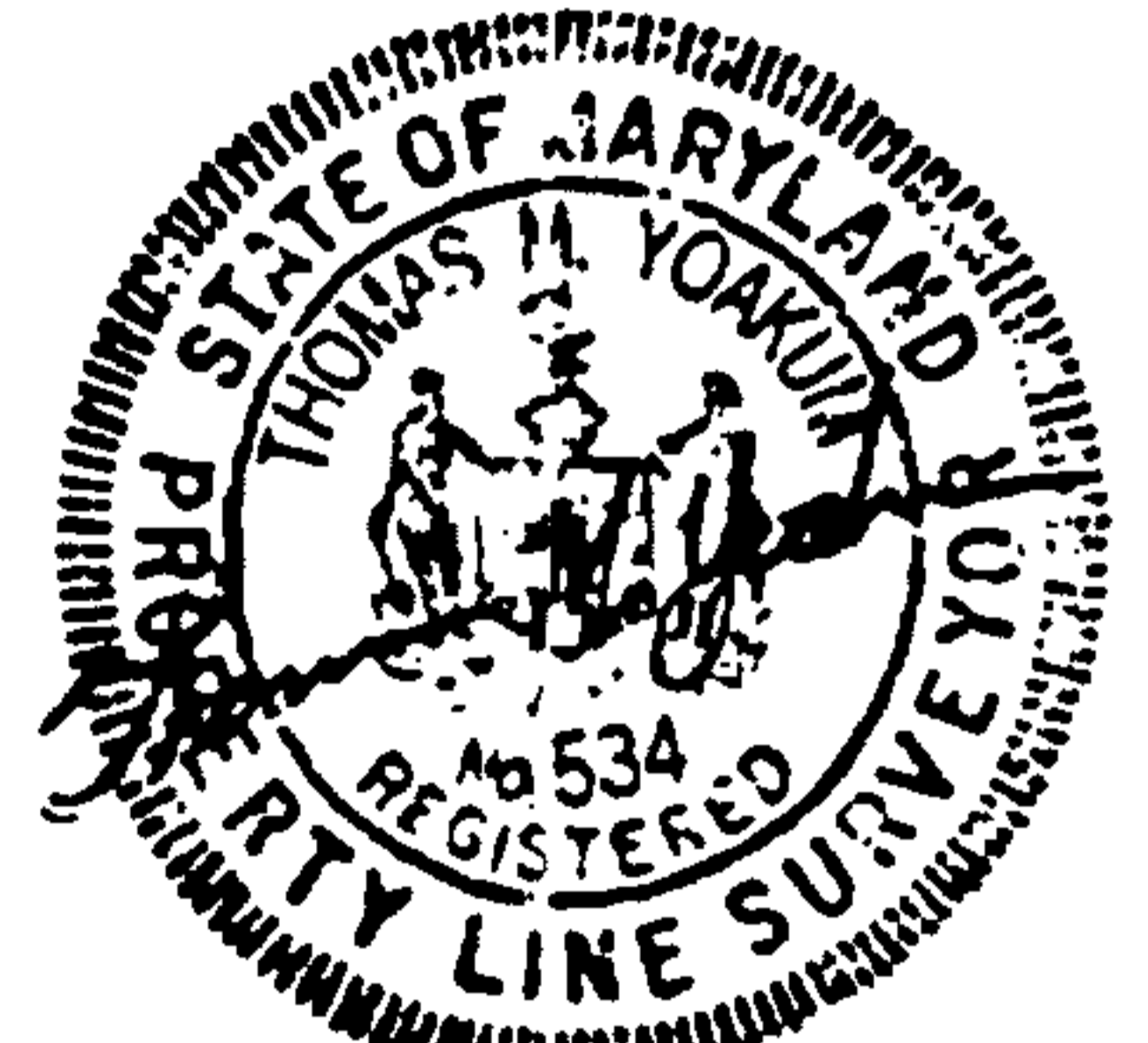
SURVEY BASED ON UNRECORDED PLAT ENTITLED 'BOUNDARY SURVEY - LAND OF ABDUSSAMED SAMADI, et ux' DATED MARCH, 1986 BY D.H. STEFFENS CO.

PROPOSED PERMANENT UTILITY ESMT.
64.823 ± S.F. - 1.488 ± ACRES

PROPOSED 10' TEMP. CONSTRUCTION ESMT.
14.286 ± S.F. - 0.328 ± ACRES

PARCEL 59
KENNETH L. WATHEN
L. EWA 1024 F. 136

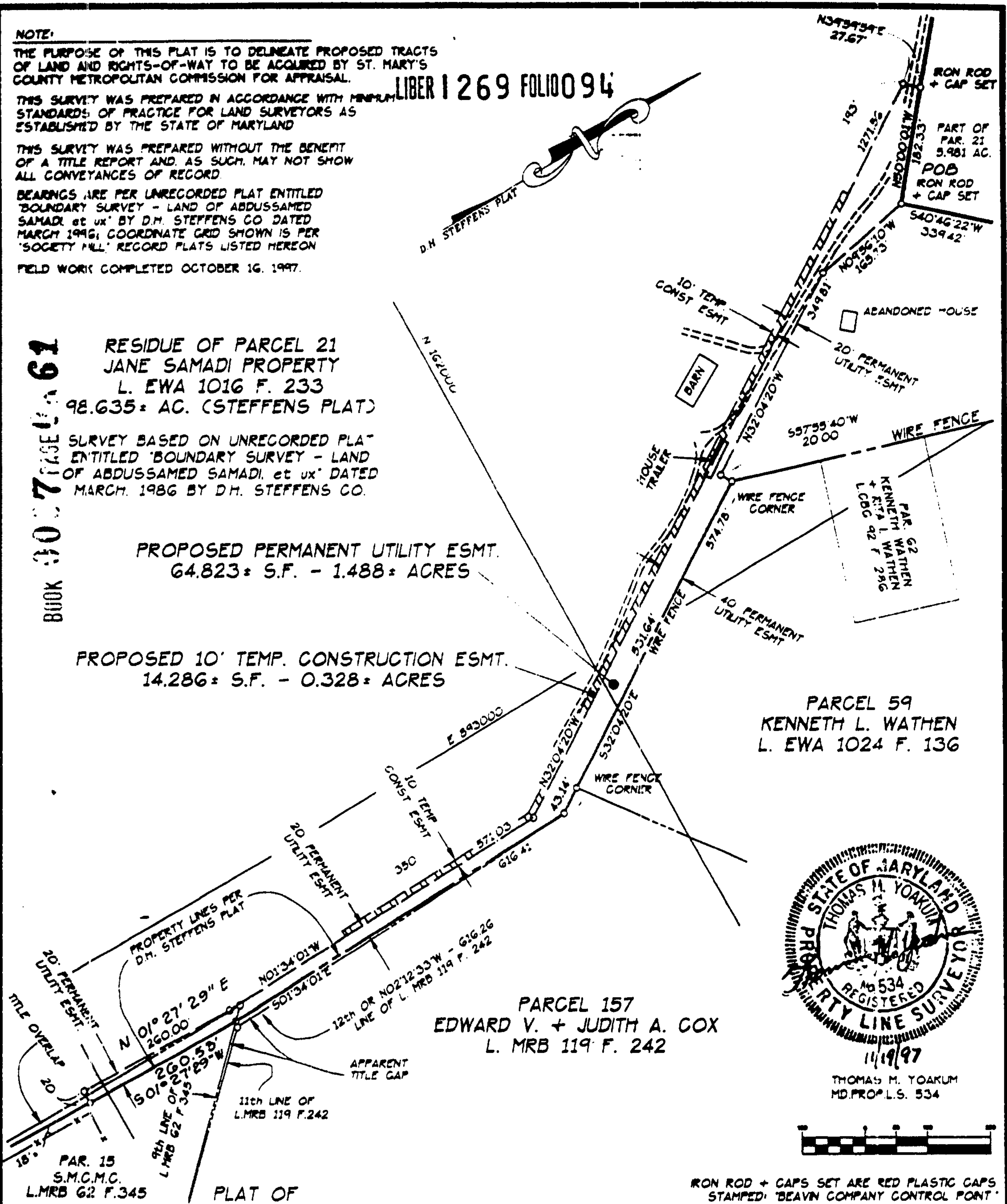
PARCEL 157
EDWARD V. + JUDITH A. COX
L. MRB 119 F. 242



THOMAS M. YOAKUM
MD. PROF. L.S. 534



IRON ROD + CAPS SET ARE RED PLASTIC CAPS
STAMPED: 'BEAVIN COMPANY CONTROL POINT'



PORTION OF JANE SAMADI PROPERTY	BEAVIN COMPANY Engineers-Surveyors BALTIMORE, MD 21218 2300 N. CHARLES ST. (410) 235-4570	Date: 11/17/97
FEE SIMPLE TRACT + EASEMENTS		Scale: 1" = 200'
ST. CLEMENTS SHORES RAPID INFILTRATION BASINS		Drawn by: TMY/CAD
THIRD DISTRICT, ST. MARY'S COUNTY, MARYLAND		Proj. No.: 9542X3
FOR: ST. MARY'S COUNTY MET. COMM.		SHEET 2 OF 2

LIBER 1269 FOLIO 095

**DESCRIPTION OF
PERMANENT UTILITY EASEMENT
PORTION OF JANE SAMADI PROPERTY
TO BE ACQUIRED BY
ST. MARY'S COUNTY METROPOLITAN COMMISSION**

BEING a parcel of land, hereinafter described as situated along the southeast side of Maryland Route 243, also known as Compton Road, located in the Third District, St. Mary's County, Maryland. Said fee simple area being a part of the tract of land designated as Parcel 21 of St. Mary's County Tax Map No. 40 and being more particularly described as follows:

BEGINNING for the same at an iron rod and cap set at the end of the second line of the description of the Portion of Jane Samadi Property to be Acquired in Fee and intended to be attached to this description; THENCE leaving the point of beginning, so fixed, and said outline the Portion of Jane Samadi Property to be Acquired in Fee and running through said Jane Samadi conveyance along new lines of division for the herein described Permanent Utility Easement the following three courses and distances; to wit: (1) South 09°56'10" East - 165.73'; (2) South 32°04'20" East - 349.81'; (3) North 57°55'40" East - 20.00' to a wire fence corner found at the beginning of the ninth or South 26°30' East 542.5' line of the conveyance from Margaret J. Pitt, Personal Representative of the Estate of James Enoch Wathen, to Kenneth L. Wathen by deed dated October 11, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1024 at folio 136 and being located at the beginning of the third or South 23-1/2° East - 8.85 chains line of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Jane Samadi by deed dated November 22, 1995 and recorded among said land records in Liber E.W.A. 1016 at folio 233; THENCE leaving said new lines of division and running with a wire fence along said ninth line of the Wathen conveyance and said third line of the Jane Samadi conveyance (4) South 32°04'20" East - 531.64' to the remains of a wire fence corner at the end of the thirteenth or North 26°54'30" West - 456.0' line of the conveyance from Cherry cove Land Development Company to Edward V. Cox and Judith A. Cox, his wife, by deed dated May 11, 1982 and recorded among said land records in Liber M.R.B. 119 at folio 32; THENCE leaving said Wathen conveyance and running with a wire fence reversely with said thirteenth course of the Cox conveyance and continuing with said third line of the Jane Samadi conveyance (5) South 32°04'20" East - 43.14' to a wood fence post at a bend in the wire fence; THENCE running with said wire fence and part of the fourth or South 8° West - 22.36 chains line of said Jane Samadi conveyance (6) South 01°34'01" East - 616.41' to the northernmost corner of the conveyance from John W. Hall, IV to St. Mary's County Metropolitan Commission by deed dated January 4, 1980 and recorded among said land records in Liber M.R.B. 62 at folio 345; THENCE continuing with the remains of said wire fence along part of said fourth line of the Jane Samadi conveyance and with the western outline of said St. Mary's County Metropolitan Commission conveyance (7) South 01°27'29" West - 260.53'; THENCE leaving said western outline of the St. Mary's County Metropolitan Commission conveyance and running through said Jane Samadi conveyance along new lines of division for the herein described Permanent Utility Easement the following five courses; to wit: (8) North 88°32'31" West - 20.00'; (9) North 01°27'29" East - 260.00'; (10) North 01°34'01" West - 571.03'; (11) North 32°04'20" West - 1271.56'; (12) North 39°59'59" East - 27.67' to an iron rod and cap set on the third line of said description of the Portion of Jane Samadi Property to be Acquired in Fee and intended to be attached to this description; THENCE leaving said new lines of division and running reversely with a part of said third line (13) South 50°00'01" East - 182.33' to the point of beginning

CONTAINING 1.488 acres, more or less, of land as shown on the attached "Plat of Portion of Jane Samadi Property - Fee Simple Tract & Right of Way" dated November 17, 1997 by Beavin Company, Engineers & Surveyors.

Beavin/Dewberry & Davis

a branch office of

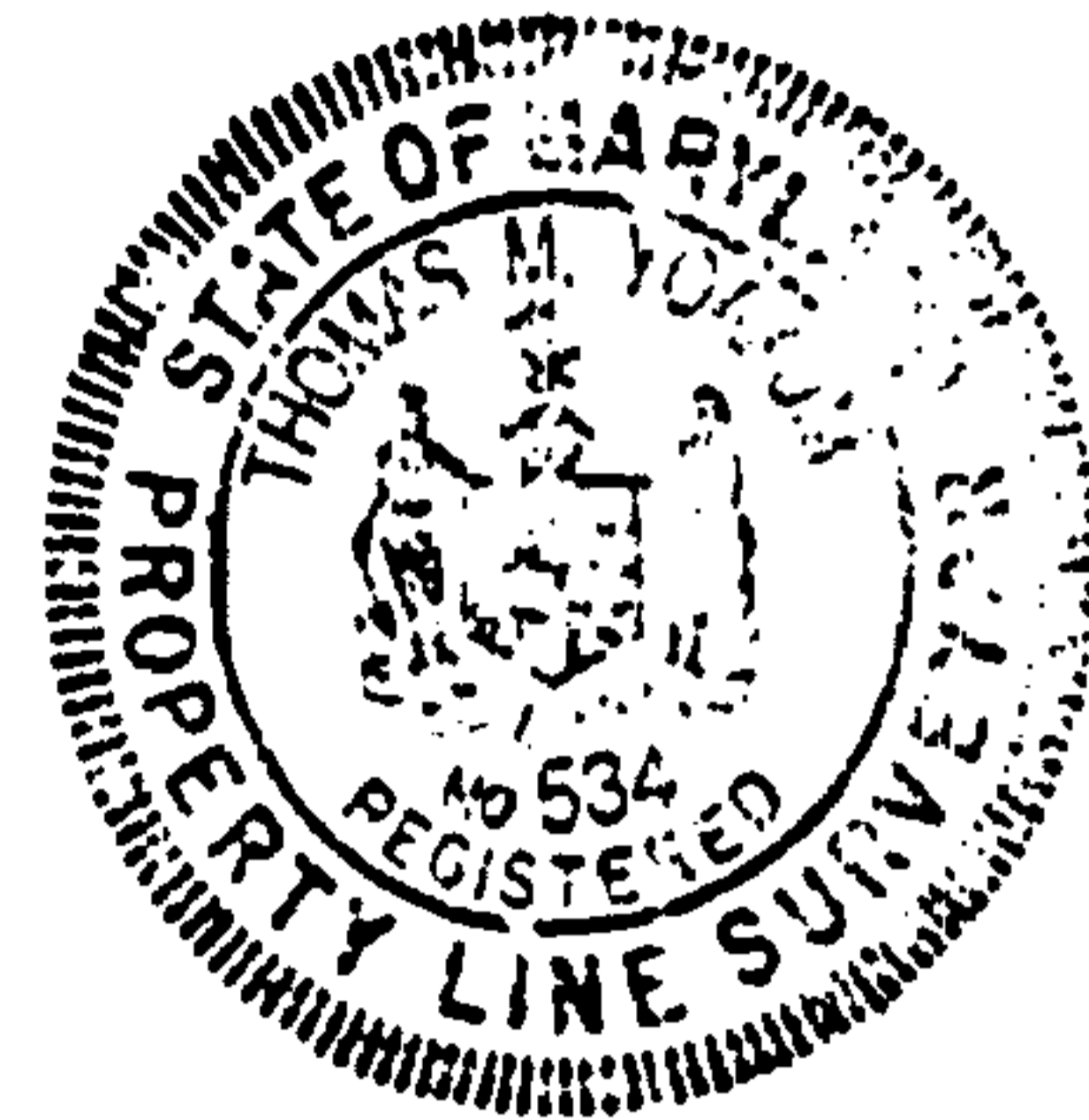
Dewberry & Davis

BOOK 007 PAGE 63

LIBER 1269 FOLIO 096

CONTAINING also 14,286 square feet, or 0.328 acres, more or less of land in a 10' Temporary Construction Easement along portions of the eleventh and twelfth line of the herein described Permanent Utility Easement and being shown and described on Sheet 2 of 2 of the attached "Plat of Portion of Jane Samadi Property - Fee Simple Tract & Right of Way" dated November 17, 1997 by Beavin Company, Engineers & Surveyors.

BEING a part of the conveyance from Abdussamed Samadi and Jane Samadi, his wife, to Jane Samadi by deed dated November 22, 1995 and recorded among the Land Records of St. Mary's County in Liber E.W.A. 1016 at folio 233.



Thomas M. Yoakum

4/13/98

Thomas M. Yoakum, MD. Prop. L.S. 534
Beavin Company, Engineers and Surveyors
2300 North Charles Street
Baltimore, Maryland 21218

Date

Beavin/Dewberry & Davis

a branch office of

Dewberry & Davis

D&M 98-254
Only RTD Title Performed

BOOK 0007 PAGE 0064

RECORDING FEE 0.00
TOTAL 0.00
Res#SMB3 Rcpt#9999999
EWA TLC B1k#249
Dec 02, 1998 01:02 PM

PERMANENT EASEMENT AND AGREEMENT

This EASEMENT AND AGREEMENT, is made this 17th day of November 1998, by and between JOHN P. COLLINS and ANN L. COLLINS, 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 a tract of land (Tax Map 34, Grid 16, Parcel 50), a portion of which is shown on Exhibit A, being that property conveyed to the GRANTOR from Bay Center Associates Limited Partnership by deed dated June 24, 1992 and recorded on July 9, 1992 among the Land Records of St. Mary's County, Maryland at Liber No. 693, Folio 347 (the "Grantor's Property"). The Grantor's Property was originally conveyed to Bay Center Associates Limited Partnership from Milton V. Stroud and Edna E. Stroud by deed dated August 31, 1989 and recorded on September 7, 1989 among the Land Records of St. Mary's County, Maryland at Liber 492, Folio 389, which deed is referenced on Schedule A;

RECORDING FEE 0.00
TOTAL 0.00

WHEREAS the Grantor's Property is encumbered by an Indemnity Deed of Trust from the Grantor to John T. Daugherty and Paul J. Bailey, as Trustees for Maryland Bank and Trust Company, a Maryland banking corporation, Beneficiary, said Indemnity Deed of Trust being recorded among the aforesaid Land Records at Liber No. 693, Folio 350. James R. Taylor and/or Robert C. Swartz were appointed as substituted trustees by instrument recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 1021, Folio 151. This document is being executed by said Trustee(s) to indicate the Trustee(s) its consent to the establishment of the easement set forth herein.;

Res#SMB3 Rcpt#9999999
EWA TLC B1k#249

WITNESSETH: That 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, the Grantor does hereby grant and convey unto GRANTEE, its successors and assigns, the right to enter upon the Grantor's Property and to construct thereupon, under or across a sewer system, to include a sewer line, and thereafter to operate, maintain, repair and inspect said system and remove and replace all necessary materials and equipment associated therewith.

Dec 02, 1998 01:06 PM

1. The general location of the sewer 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 shown on the drawing attached hereto as Exhibit A, and incorporated

Return to: J. Mitchell

herein, as "20' Wide Sanitary Sewer Easement, 1548 Sq. ft.". 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 Facilities.

2. The Grant of the easement is subject to the following conditions:

A. The Facilities and appurtenances thereto installed as aforesaid shall be and remain the property of the GRANTEE:

B. GRANTOR shall not erect any building or similar structure over, or within ten (10) feet of the sewer 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;

C. 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;

D. Grantee shall restore all area disturbed during construction, maintenance or repair to its original condition.

3. The Grantor covenants that it is seized of and has the right to convey the said easement premises, rights and privileges and that the Grantor shall execute such further assurances thereof as may be required.

4. The parties intend this Easement Agreement to run with the land and be binding on the Grantor, its successors and assigns, as the owner of the GRANTOR'S Property.

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 GRANTOR, its successors and assigns.

WITNESS the hands and seals of the Grantor grantee heretc, the day and year first above written.

WITNESS:

GRANTEE
ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: Larry K. Petty
Title: Director

GRANTOR

John P. Collins
JOHN P. COLLINS

Ann L. Collins
ANN L. COLLINS

The undersigned Beneficiary executes this Easement Agreement to indicate its consent to the terms set forth therein, as the lienholders on the aforesaid Grantor's Property.

Substitute ~~By~~
TRUSTEE(S) MARYLAND BANK & TRUST Co. NA

James R. Taylor BY: *James R. Taylor*
PRESIDENT/CEO
James R. Taylor

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

I HEREBY CERTIFY, that on this 17th day of November, 1998, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Larry K. Petty, in his/her capacity as Director of the Grantee, known to me or satisfactorily proven to the persons whose name is subscribed to within the instrument and he acknowledged that he executed the same as the act and deed of the Grantee.

Laurie G. Bryson
Notary Public
My Commission Expires: 02/01/00

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

I HEREBY CERTIFY, that on this 10 day of NOVEMBER, 1998, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared JAMES R. TAYLOR PRESIDENT & CEO MARYLAND BANK & TRUST Co NA AND substitute Trustee, known to me or satisfactorily proven to the persons whose name is subscribed to within

the instrument and he acknowledged that he executed the same as his act and deed.

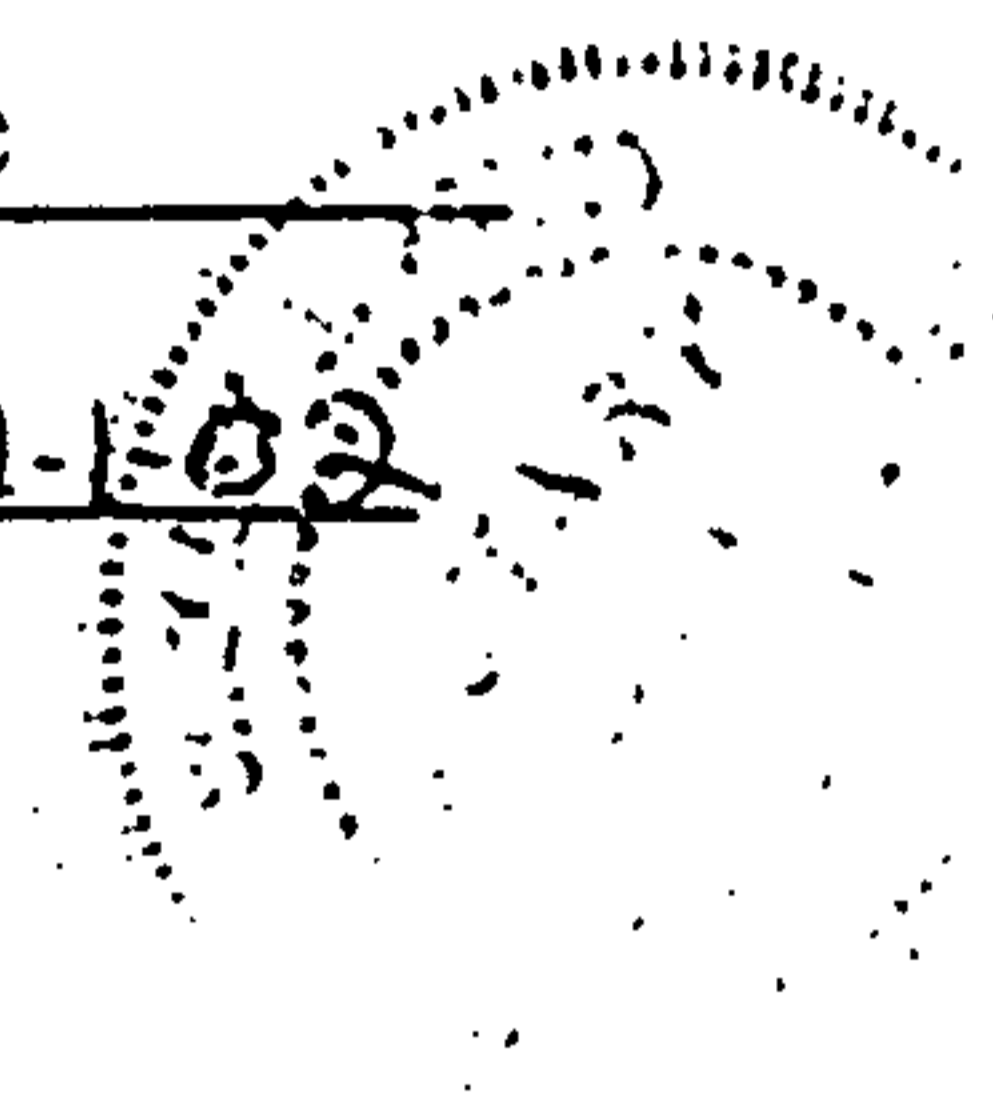
[Signature]
Notary Public
My Commission Expires: 10/1/01

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

Carver

I HEREBY CERTIFY, that on this 5 day of November, 1998, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared JOHN P. COLLINS and ANN L. COLLINS, the aforesaid Grantors, known to me or satisfactorily proven to the persons whose names are subscribed to within the instrument and they acknowledged that they executed the same as the act and deed of the Grantors.

[Signature]
Notary Public
My Commission Expires: 2-1-02

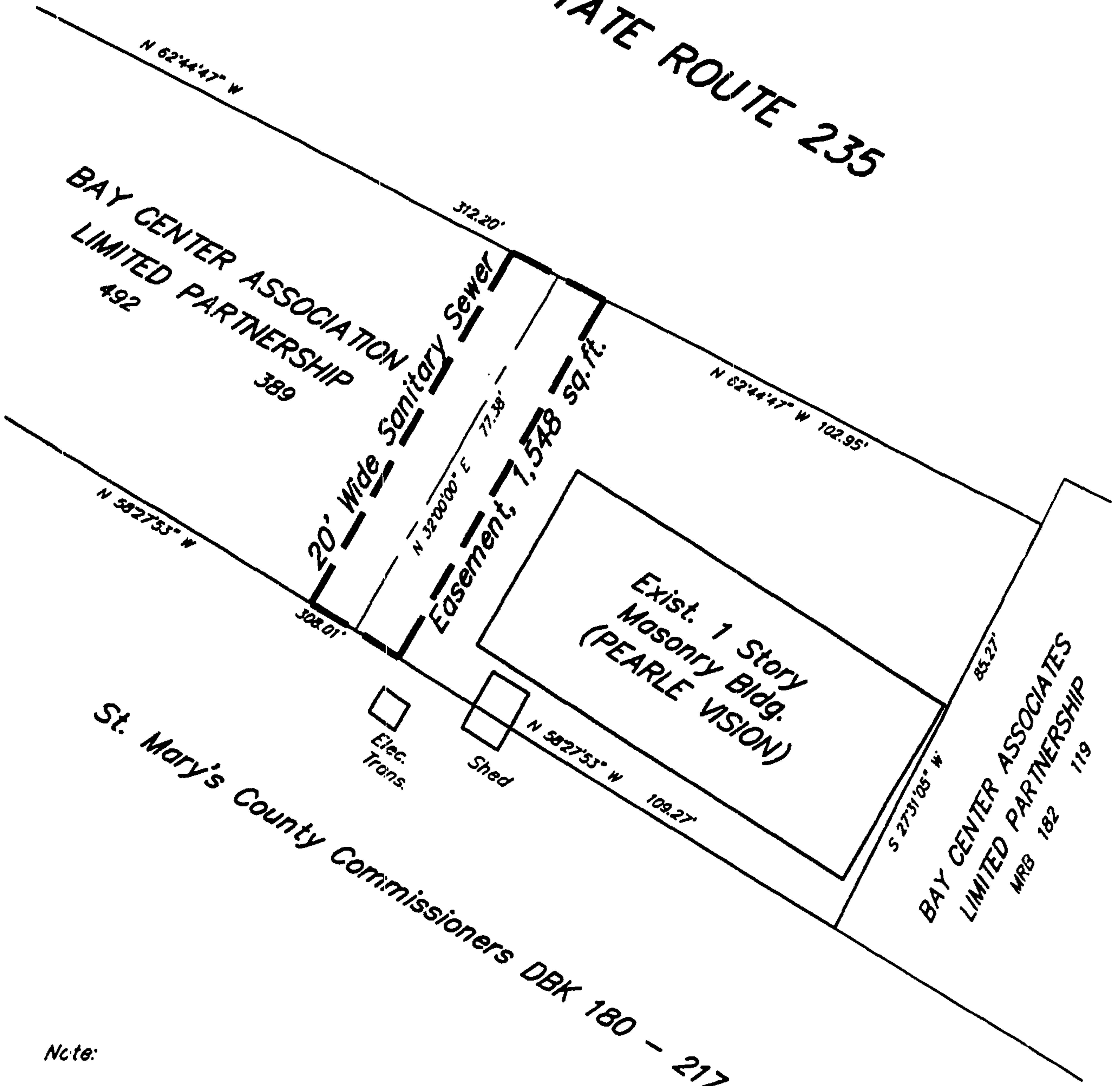


bdm \\Bryan-pc\forms\REALESTATE\EASEMENT\Metcom Easement.doc
10/28/98 2:55:00 PM

EXHIBIT "A"

492/389 DEED DATUM

MARYLAND STATE ROUTE 235



Note:

These easements have been computed from plats, surveys and deeds of record and does not represent a boundary survey by this firm.

MUD ENGINEERING, INC.
 Civil Engineering Site Plans Land Planning
 21803-A Three Notch Road P.O. Box 1022
 Lexington Park, Md. 20653
 (301) 862-5282 Fax (301) 862-1841

20' WIDE EASEMENT FOR A SANITARY SEWER
 ACROSS THE PROPERTY OF
**BAY CENTER ASSOCIATION
 LIMITED PARTNERSHIP**
 Eighth Election District
 St. Mary's County, Maryland
 LIBER 492 FOLIO 389

Date July, 1998
 Revised Oct. 98
 Scale 1" = 30'
 Drawn NO

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 20th day of November, 1998, by and between the Cedar Point Federal Credit Union, a body politic and corporate party of the first part, hereinafter referred to as "GRANTOR" and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate, second part, hereinafter referred to as "GRANTEE",

RECORDING FEE 0.00
 TOTAL of the 0.00
 Rest#SM03 Acct#999999
 EWA MAB Bk#593
 Dec 08, 1998 08:56 am

WITNESSETH,

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated November 1, 1996, and recorded among the Land Records of St. Mary's County, at Liber EWA 1104 at Folio 368

RECORDING FEE 0.00
 TOTAL 0.00
 Rest#SM03 Acct#999999

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 sewer line, and thereafter to operate, maintain, repair, and inspect said system and remove and replace all necessary materials and equipment associated herewith.

EWA MAB Bk#595
 Dec 08, 1998 09:13 am

The general location of the sewer force main, 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 "B"), are 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, provided that said location shall be within the Easement Area shown on Easement Area B. The Easement Area consists of a twenty (20) foot wide parcel of land parallel to a proposed sewer force main, it being understood that the Easement Area B shall not be relocated regardless of the final location of the Facilities.

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. Subject to the right of the GRANTOR to maintain, reconstruct, rebuild or other, keep its existing signage and associated lighting, including electric lines serving the same and driveways and curbing, and storm water management facilities currently located in the Easement Area B, GRANTOR shall not erect any building or similar structure over, or within the Easement Area B otherwise, GRANTOR may use said Easement Area B in any manner and for any purpose which will not interfere with the use of the Easement Area B 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, including all costs and attorneys fees necessitated by such liability.

4. GRANTEE shall restore all areas disturbed during construction, maintenance or repair to its original conditions.

5. GRANTEE shall not disturb or damage GRANTOR'S signage, associated lighting and electrical lines which is in the easement described herein, and GRANTEE shall promptly repair any damage to the driveways or entrance ways and storm water management facilities serving GRANTOR'S property and GRANTEE shall ensure that its construction activities do not materially interfere with the access to GRANTOR'S property by GRANTOR'S employees and/or customers.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date first set forth above.

WITNESS the due execution thereof;

CEDAR POINT FEDERAL Credit Union;

James C. Linn *Barbara Horn* (SEAL)

ATTEST:

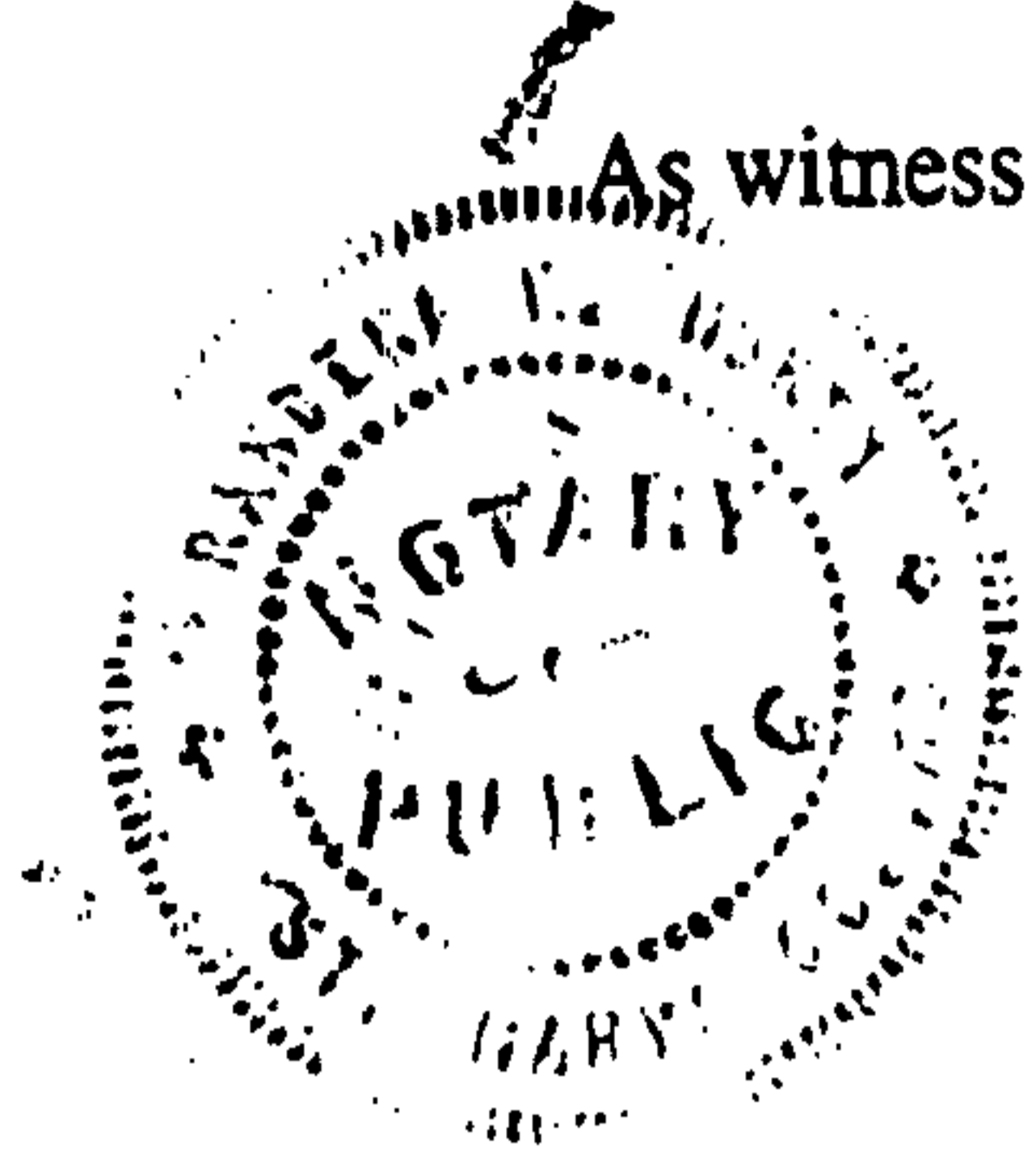
ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature] BY: *[Signature]* (SEAL)

STATE OF Maryland, County of St. Marys to-wit:

I HEREBY CERTIFY That on this 5 day of November, 1998; before me, the subscriber, Notary Public in and for the State and County aforesaid, personally appeared Barbara Horn, CEO of Cedar Point Federal Credit Union, the GRANTOR named in the foregoing instrument and acknowledged it to be her act.

As witness my hand and Notarial Seal.



Barbara K. Kurtz
Notary Public
My Commission Expires: Jan 26, 2002

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

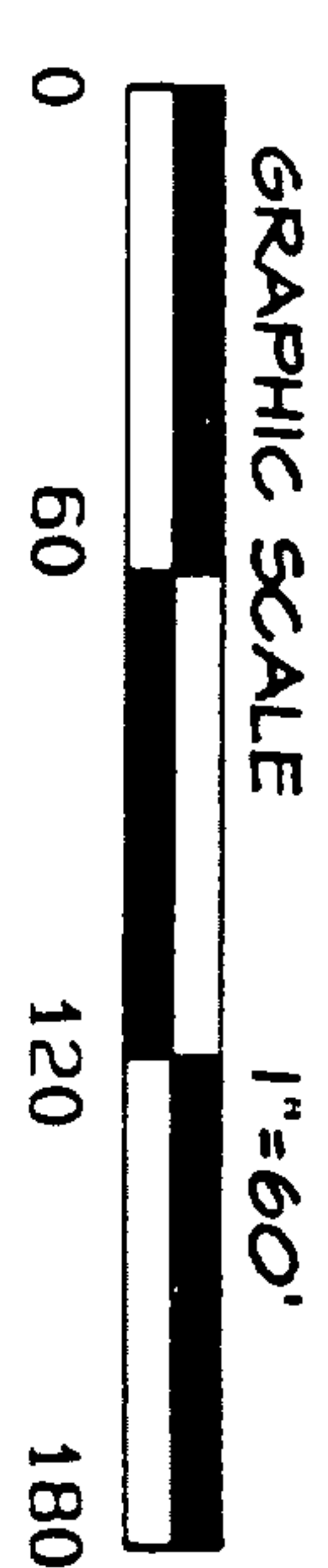
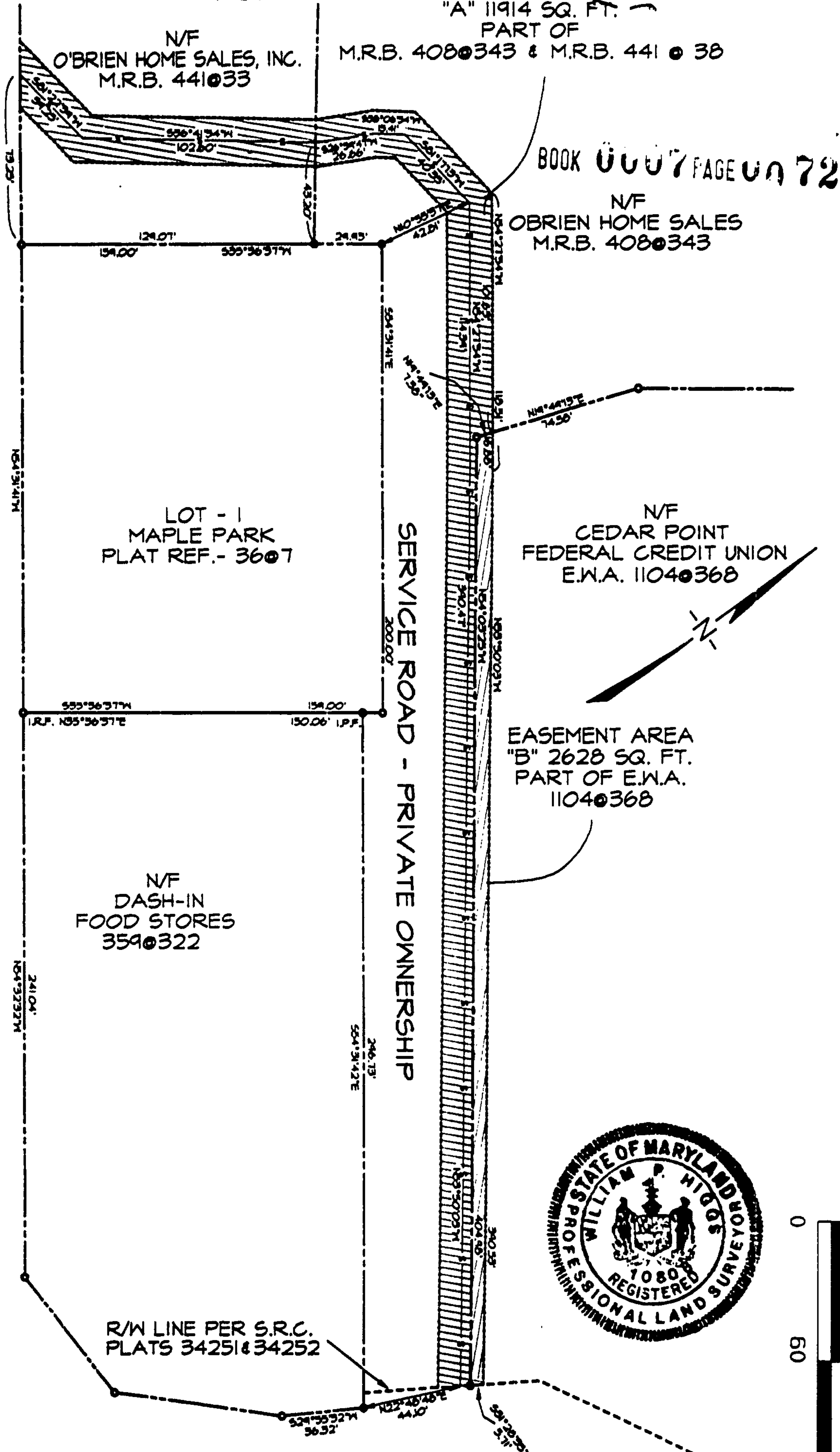
I HEREBY CERTIFY That on this 20th day of November, 1998; before me, the subscriber, Notary Public in and for the State and County aforesaid, personally appeared John W. Castle, who acknowledged himself to be Chief Engineer, of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chief Engineer being authorized so to do, executed the aforesaid instrument for the purposed therein contained by signing the name of the St. Mary's Co. MetCom by himself as Chief Engineer.

As witness my hand and Notarial Seal.

Lillian G. Bryan
Notary Public
My Commission Expires: 02/10/00

LIBER 1357 FOLIO 56

MARYLAND STATE ROUTE 235 - VARIABLE WIDTH R/W



1. BOUNDARY INFORMATION SHOWN HEREON DOES NOT REPRESENT A SURVEY BY THIS FIRM. THIS INFORMATION WAS TAKEN FROM THE MOST CURRENT DEED, PLATS AND SURVEYS OF RECORD.
 2. THIS PLAT IS SUBJECT TO A TITLE SEARCH WHICH MAY SHOW ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, COVENANTS OR BUILDING RESTRICTION LINES NOT SHOWN HEREON.
 3. THE COORDINATE, BEARING AND VERTICAL DATUM VALUES SHOWN HEREON ARE BASED ON INFORMATION FROM A C.O.A., INC. AS-BUILT SURVEY DATED 4-1-97.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY TO THE BEST OF KNOWLEDGE, INFORMATION, AND BELIEF THAT THE PLAT SHOWN HEREON IS CORRECT (SUBJECT TO TITLE SEARCH) AND CONFORMS TO THE SPECIFICATIONS THAT THIS IS AN EASEMENT PLAT OF THE OF THE PROPERTY AS SPECIFIED IN CONTRACT #0240-97, THE REQUIREMENTS OF TITLE 09.13.04, DEPARTMENT OF LABOR, LICENSING, AND REGULATION, (MINIMUM STANDARDS OF PRACTICE) AS FAR AS IT CONCERNS THE MAKING OF THE PLAT AND SETTING OF THE MARKERS REQUIRED THEREIN HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

William P. Higgs 9/14/98
 REGISTERED PROFESSIONAL LAND SURVEYOR DATE

ATTACHMENT "A"
 20' SEWERLINE EASEMENT PLAT
 EIGHTH ELECTION DISTRICT
 SAINT MARY'S COUNTY, MARYLAND
 FOR: ST. MARY'S COUNTY BOARD OF EDUCATION

LSR
 LITTLE SILENCES REST, INC.
 21797 INDIAN BRIDGE ROAD CALIFORNIA, MD 20619
 (301) 994-9512 FAX (301) 994-2417

DATE 9-14-98
 JOB # 0240-97
 FOLDER M35A, B23
 SCALE 1" = 60'
 DRAWN BY VUKMER

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this 20th Third (3rd) day of November 1998 by and between the O'Brien Home 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
 Rest#SM03 Rcpt#999999

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the Eighth (8th) Election District of St. Mary's County, Maryland, more particularly described in a deed dated October 28, 1988 and recorded among the Land Records of St. Mary's County, at Liber, MRB 441 at Folio 33 and, deed dated April 26, 1988 and recorded at Liber MRB 408 at folio 343.

EWA MAB B1k#593
 Dec 08, 1998 08:57 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 sewer system, to include a sewer 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 sewer force main, 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 "A"), 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 an existing proposed sewer force main.

RECORDING FEE 0.00
 TOTAL 0.00
 Rest#SM03 Rcpt#999999
 EWA MAB B1k#595
 Dec 08, 1998 09:14 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 sewer 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.

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 thereof;

O'BRIEN HOME SALES, INC.

[Signature] [Signature] (SEAL)

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

[Signature] BY: [Signature] (SEAL)

STATE OF MARYLAND, County of CALVERT to-wit;

I HEREBY CERTIFY That on this 3RD day of

NOVEMBER 1998; before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

MICHAEL P. O'BRIEN, the GRANTOR named in the

forgoing instrument and acknowledged it to be his act.

As witness my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 6-27-00

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

I HEREBY CERTIFY That on this 20th day of

November 1998; before me, the subscriber, a Notary Public in and for the State

and County aforesaid, personally appeared John W. 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 Chief 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

Metropolitan Commission by himself as Chief Engineer

AS WITNESS my hand and Notorial Seal.

Lillian G. Bayne
Notary Public

My Commission Expires: 02/01/00

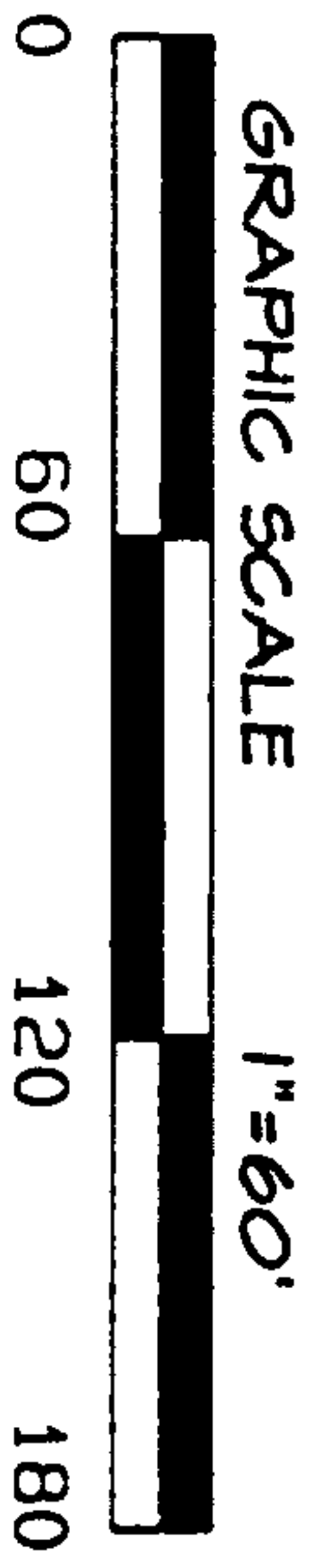
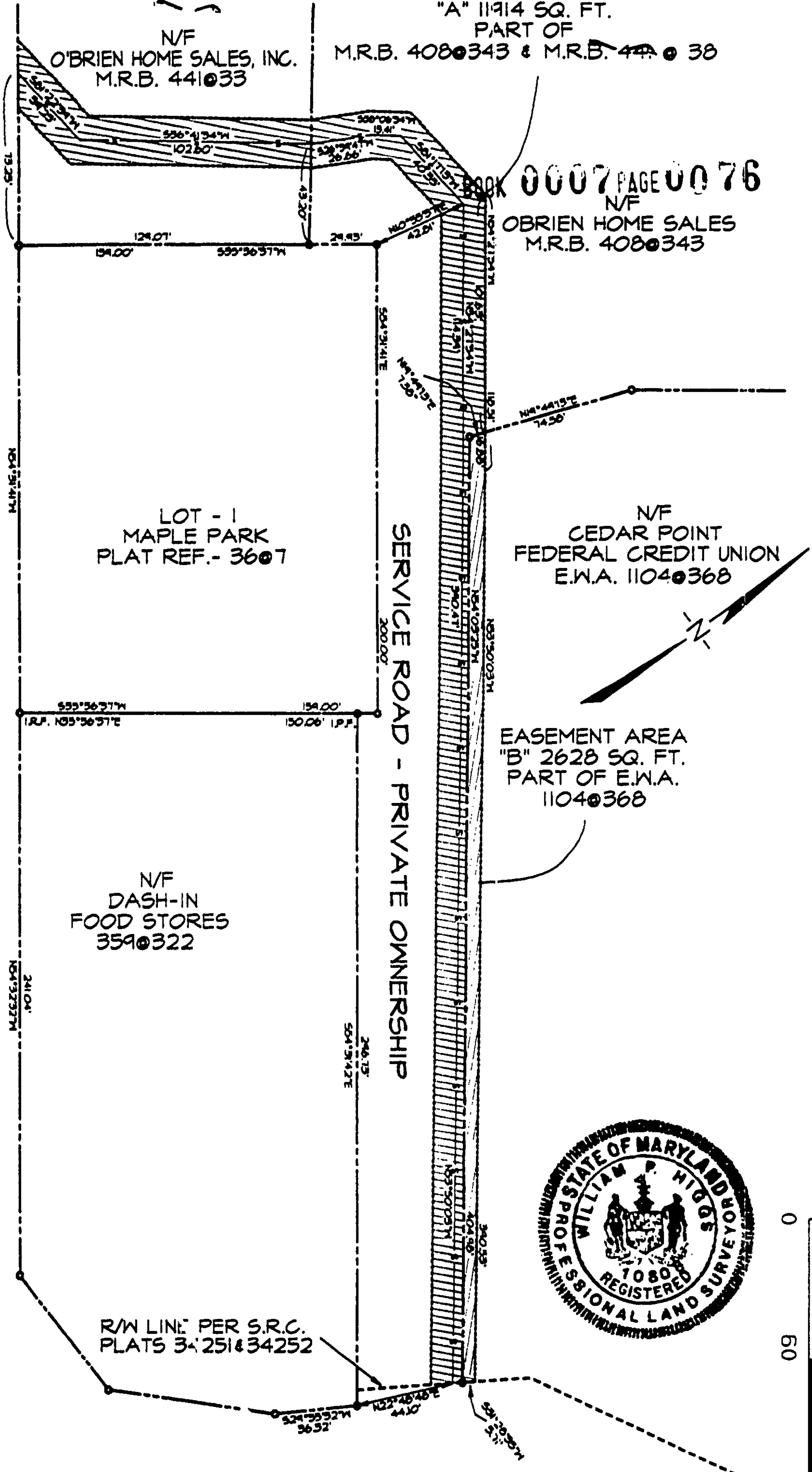
EASEMENT AREA
 "A" 11914 SQ. FT.
 PART OF
 M.R.B. 4080343 & M.R.B. 44033

N/F
 O'BRIEN HOME SALES, INC.
 M.R.B. 441033

0007 PAGE 0076
 N/F
 O'BRIEN HOME SALES
 M.R.B. 4080343

MARYLAND STATE ROUTE 235 - VARIABLE WIDTH R/W

LIBER 1357 FOLIOS 60



- BOUNDARY INFORMATION SHOWN HEREON DOES NOT REPRESENT A SURVEY BY THIS FIRM. THIS INFORMATION WAS TAKEN FROM THE MOST CURRENT DEED, PLATS AND SURVEYS OF RECORD.
- THIS PLAT IS SUBJECT TO A TITLE SEARCH WHICH MAY SHOW ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, COVENANTS OR BUILDING RESTRICTION LINES NOT SHOWN HEREON.
- THE COORDINATE, BEARING AND VERTICAL DATUM VALUES SHOWN HEREON ARE BASED ON INFORMATION FROM A C.O.A., INC. AS-BUILT SURVEY DATED 4-1-97.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY TO THE BEST OF KNOWLEDGE, INFORMATION, AND BELIEF THAT THE PLAT SHOWN HEREON IS CORRECT (SUBJECT TO TITLE SEARCH) AND CONFORMS TO THE SPECIFICATIONS; THAT THIS IS AN EASEMENT PLAT OF THE PROPERTY AS SPECIFIED IN CONTRACT #0240-97. THE REQUIREMENTS OF TITLE 09.13.04, DEPARTMENT OF LABOR, LICENSING, AND REGULATION, (MINIMUM STANDARDS OF PRACTICE) AS FAR AS IT CONCERNS THE MAKING OF THE PLAT AND SETTING OF THE MARKERS REQUIRED THEREIN HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

William P. Higgs 9/14/98
 REGISTERED PROFESSIONAL LAND SURVEYOR DATE

ATTACHMENT "A"
 20' SEWERLINE EASEMENT PLAT
 EIGHTH ELECTION DISTRICT
 SAINT MARY'S COUNTY, MARYLAND
 FOR: ST. MARY'S COUNTY BOARD OF EDUCATION



LITTLE SILENCES REST, INC.

21797 INDIAN BRIDGE ROAD CALIFORNIA, MD 20619
 (301) 994-9312 FAX(301)994-2417

DATE 9-14-98
 JOB # 0240-97
 FOLDER M35A, B23
 SCALE 1" = 60'
 DRAWN BY VUKMER

PERMANENT EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made this January 29th
~~19~~ 1998 by and between the Board of Education of St. Mary's
 County, a body politic and corporate 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,

IMP FD SURE \$ 0.00
 RECORDING FEE 0.00
 TOTAL 0.00
 Res#SM03 Rcpt#999999
 EMA LP BIK#168
 Jan 05, 1999 09:33 am

WHEREAS GRANTOR is the owner of the tract or parcel of land situated in the
 Eighth (8th) Election District of St. Mary's County, Maryland, more particularly
 described in a deed dated September 7, 1926 and recorded among the Land Records of
 St. Mary's County, at Liber, JMM 4 at Folio 23 and, deed dated September 7, 1940 and
 recorded at Liber CBG 12 at Folio 274, and deed dated September 3, 1948 and recorded
 at Liber CBG 23 at Folio 105 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.

RECORDING FEE 0.00
 TOTAL 0.00
 Res#SM03 Rcpt#999999
 EMA LP BIK#168
 Jan 05, 1999 09:45 am

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 fifteen (15) foot wide parcel of land parallel to and centered
 over an existing waterline.

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 seven and one half (7 1/2) 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.

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 thereof;

Patricia M Richardson (SEAL)
Patricia M Richardson, Superintendent of Schools

ATTEST: ST. MARY'S COUNTY METROPOLITAN COMMISSION

Francis L Williams BY Francis L Williams (SEAL)
FRANCIS L. WILLIAMS, CHAIRMAN

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 12 day of December 1997 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patricia M. Richardson the GRANTOR, named in the foregoing instrument and acknowledged it to be her act.

AS WITNESS my hand and Notarial Seal.

Joan M. Alvey
Notary Public

My Commission Expires: January 10, 2001

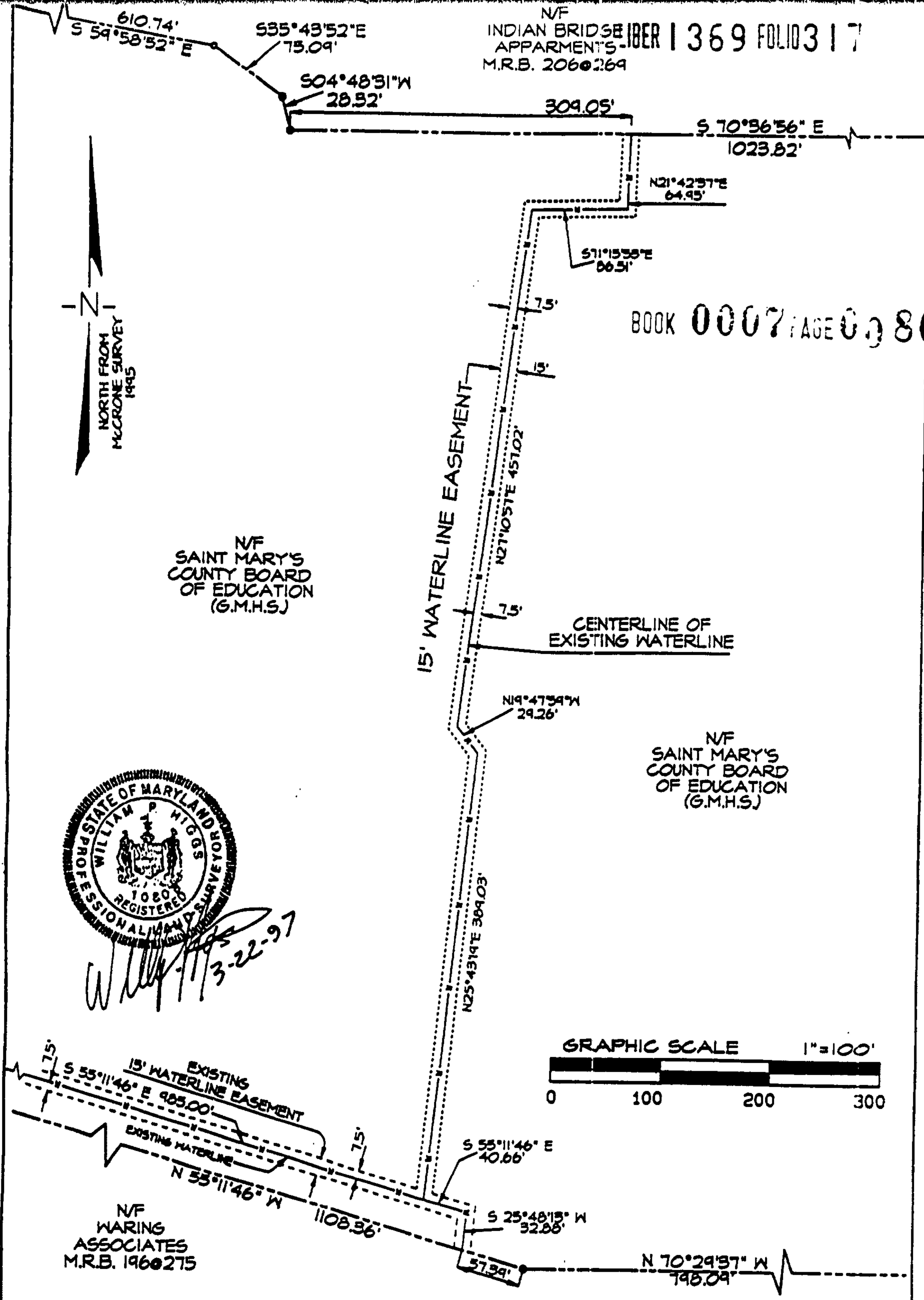
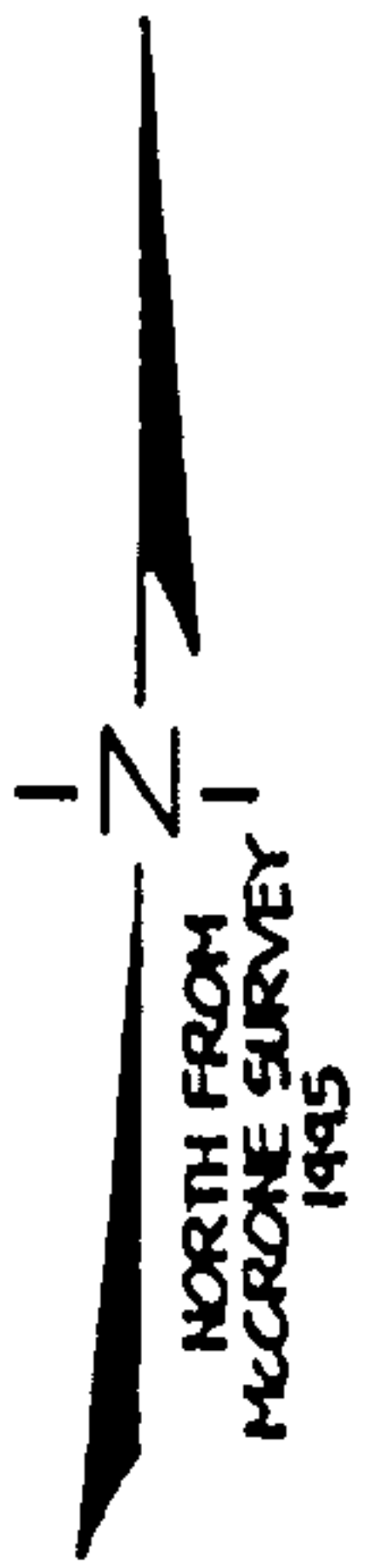
STATE OF MARYLAND, County of St. Mary's to-wit;

I HEREBY CERTIFY That on this 29th day of January 1998; before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis L. Williams who acknowledged himself to be Chairman of the St. Mary's County Metropolitan Commission, a body politic and corporate, and that he, as such Chairman being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name of the St. Mary's County Metropolitan Commission by himself as Chairman.

AS WITNESS my hand and Notarial Seal.

Louisa J. Bryan
Notary Public

My Commission Expires: 2/1/00

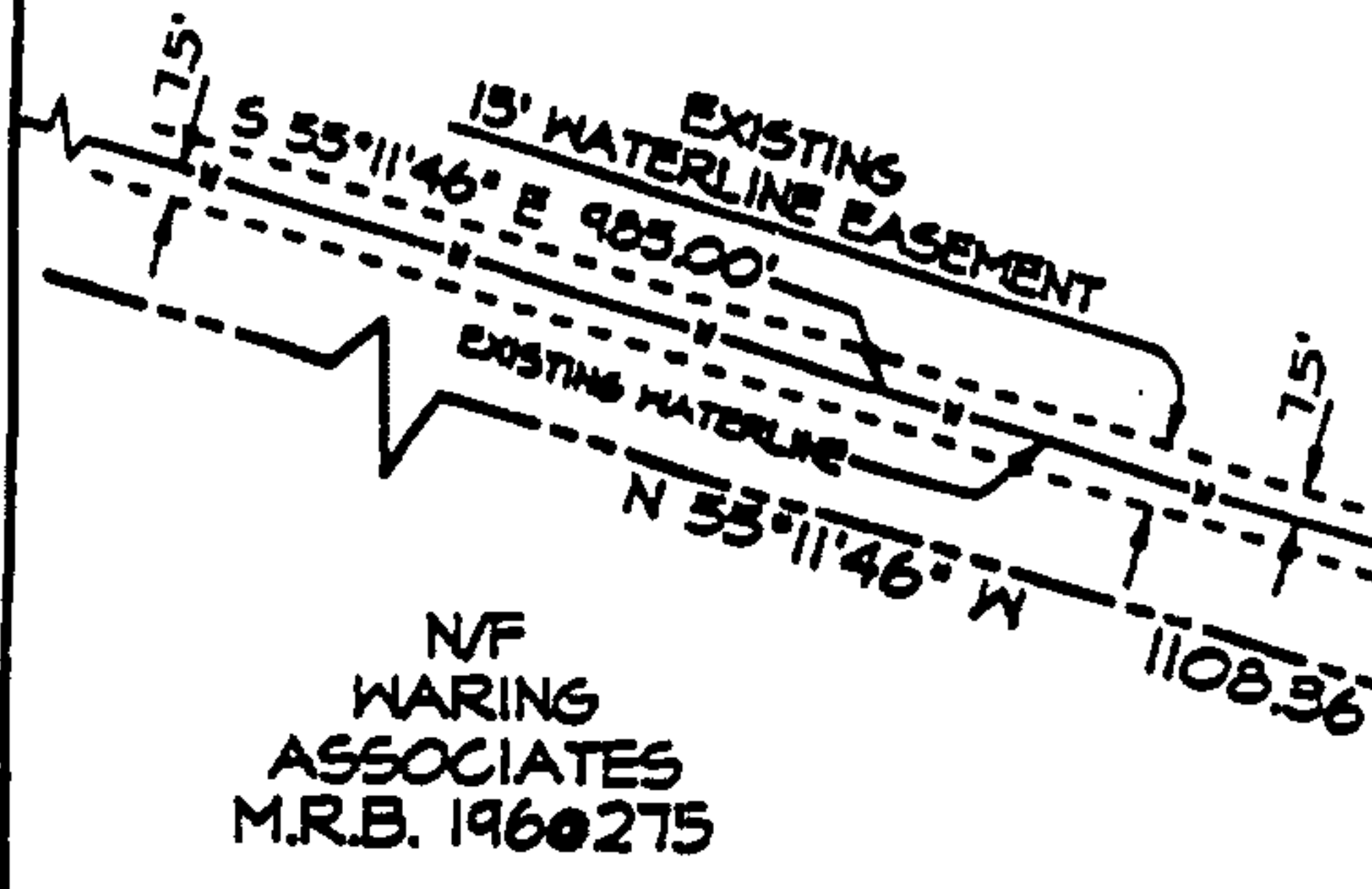
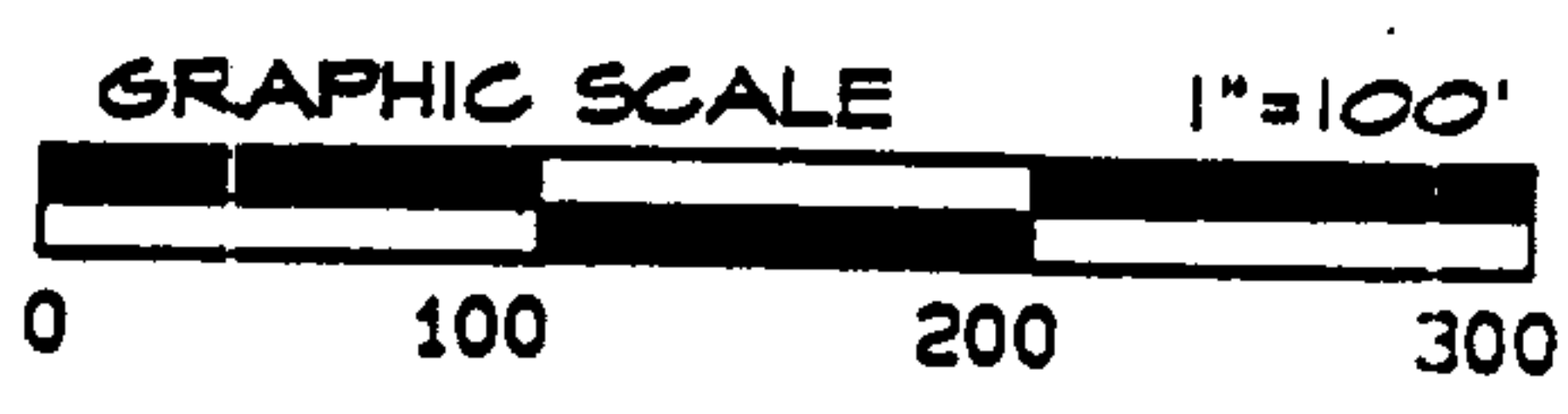


NF SAINT MARY'S COUNTY BOARD OF EDUCATION (G.M.H.S.)

NF SAINT MARY'S COUNTY BOARD OF EDUCATION (G.M.H.S.)



W. P. Higgs
 3-22-97



NF WARING ASSOCIATES M.R.B. 1960275

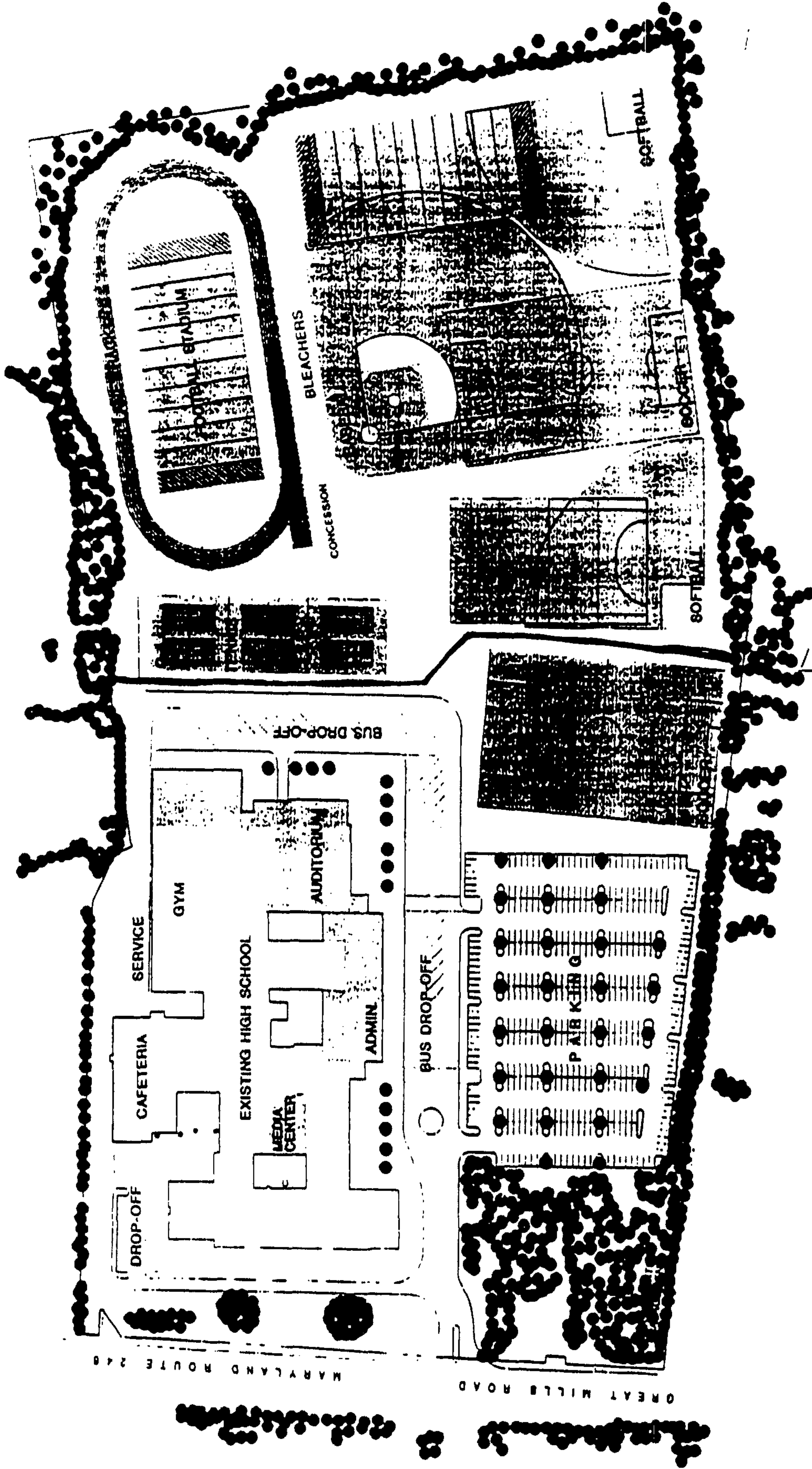
NOTE: THESE EASEMENTS WERE COMPUTED FROM EXISTING SURVEYS, DEEDS AND PLATS OF RECORD AND ABOVE GROUND LOCATION OF THE WATERLINE SHOWN IN THE FIELD BY A METCOM REPRESENTATIVE. THIS PLAT IS SUBJECT TO A TITLE SEARCH WHICH MAY SHOW ADDITIONAL CONVEYANCES, EASEMENTS, COVENANTS, RIGHTS-OF-WAY OR BUILDING RESTRICTIONS NOT SHOWN HEREON.

ATTACHMENT "A" SHEET 1
WATERLINE EASEMENT PLAT - G.M.H.S.
EIGHTH ELECTION DISTRICT
SAINT MARY'S COUNTY, MARYLAND
For: ST. MARY'S CO. BOARD OF ED.

LSR
 LITTLE SILENCES REST, INC.
 21747 INDIAN BRIDGE ROAD CALIFORNIA, MD 20614
 (301) 944-4312 FAX (301) 944-2417

DATE	22 MAR 1997
JOB #	1" = 100'
FOLDER	MS1 808
SCALE	96-2008
DRAWN BY	VUKMER

DCMM



Location of proposed easement

SITE PLAN
GREAT MILLS HIGH SCHOOL
 ST MARY'S COUNTY PUBLIC SCHOOLS

BOOK 0007 PAGE 0-82
DEED

2/17/98
Void
EWA SUPC
APR 08 1999 03:36 PM

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
RECORDATION T 0.00
IR TAX COUNTY 0.00
IR TAX STATE 0.00
TOTAL 0.00
REG#582 Rct#999999
EWA LP Bk#446
APR 08 1999 03:37 PM

THIS DEED, Made this 16th day of November, 1998, by and between ANDREW V. COLEVAS, KEITH A. ALLSTON and PHILIP H. DORSEY, III, t/a 235 PARTNERSHIP, a Maryland partnership, Parties of the First Part, GRANTORS, 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 ANDREW V. COLEVAS, KEITH A. ALLSTON and PHILIP H. DORSEY, III, t/a 235 PARTNERSHIP, a Maryland partnership, do 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 Eighth Election District of St. Mary's County, Maryland, and described as follows:

That lot designated as "OUTLOT A", containing .8811 acres, more or less, and being more fully shown and described on Record Plat of LAUREL GLEN P.U.D., Resubdivision of Lot Two, recorded among the Land Records of St. Mary's County, Maryland, in Liber E.W.A. 38, Folio 81.

BEING a part of the land conveyed unto the said Grantor Michael Harris, Substitute Trustee, by deed dated December 31st, 1990, and recorded among the land records of St. Mary's County, Maryland, in Liber E.W.A. 574, Page 263.

RECORDING FEE 0.00
TOTAL 0.00
REG#582 Rct#999999
EWA LP Bk#446
APR 08 1999 03:49 PM

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 anywise 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

Return To
Southern Maryland Abstracts, Inc

COMMISSION, a body politic and corporate, its successors and assigns, forever, in fee simple.

AND THE SAID ANDREW V. COLEVAS, KEITH A. ALLSTON and PHILIP H. DORSEY, III, t/a 235 PARTNERSHIP, a Maryland partnership, hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land and premises as may be requisite.

The within Grantors hereby certify that this is a conveyance pursuant to Tax Property Article, Section 12-108(a) and is exempt from recordation taxes.

WITNESS the hands and seals of said Grantors.

WITNESS

235 PARTNERSHIP,
a Maryland Partnership

Duane G. Gumbel
(as to all)

By: [Signature] (SEAL)
Andrew V. Colevas
Partner

By: [Signature] (SEAL)
Keith A. Allston
Partner

By: [Signature] (SEAL)
Philip H. Dorsey, III
Partner

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

I HEREBY CERTIFY, that on this 16th day of November, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ANDREW V. COLEVAS, Partner in 235 PARTNERSHIP, and he acknowledged the foregoing Deed to be his act on behalf of said partnership.

WITNESS my hand and Notarial Seal:

Duane G. Gumbel
NOTARY PUBLIC
My Commission expires 04/01/01

**THIS IS TO CERTIFY THAT ALL
TAXES ON THIS PROPERTY HAVE
BEEN PAID THROUGH June 30, 1999
Jeanette B. Harris TREASURER
ST. MARY'S COUNTY, MD
ACCT. NO. 08-11761-6**

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

I HEREBY CERTIFY, that on this 11th day of November, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KEITH A. ALLSTON, Partner in 235 PARTNERSHIP, and he acknowledged the aforesaid Deed to be his act on behalf of said partnership.

WITNESS my hand and Notarial Seal:

Darlene A. Guyther
NOTARY PUBLIC
My Commission expires: 04/01/01

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

I HEREBY CERTIFY, that on this 16th day of November, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PHILIP H. DORSEY, III, Partner in 235 PARTNERSHIP, by Darlene A. Guyther, his Attorney-In-Fact by Power of Attorney dated March 29, 1994, and recorded among the land records of St. Mary's County, Maryland, prior to the recording of these presents, and acknowledged the aforesaid Deed to be his act on behalf of said partnership.

WITNESS my hand and Notarial Seal:

Darlene A. Guyther
NOTARY PUBLIC
My Commission expires: 04/01/01

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.

Philip H. Dorsey, III
Attorney

RETURN TO:
Dorsey & Foley, P.C.
P. O. Box 530
Leonardtown, MD 20650

State of Maryland Land Instrument Intake Sheet

Baltimore City County: ST MARYS

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum Intake Form is Attached.)

1 **Type(s) of Instruments**
 Deed Mortgage Other Other
 Deed of Trust Lease

2 **Conveyance Type**
 Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale [9]
 Arms-Length [1] Arms-Length [2] Arms-Length [3]

3 **Tax Exemptions (if Applicable)**
 Recordation
 State Transfer
 County Transfer Exempt Agency

Cite or Explain Authority: _____

LIBER 1405 FOLIO 389
BOOK 00071 AVE 308

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
			Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$	0 -	Transfer Tax Consideration	\$
Any New Mortgage	\$		X () % =	\$
Balance of Existing Mortgage	\$		Less Exemption Amount -	\$
Other:	\$		Total Transfer Tax =	\$
Other:	\$		Recordation Tax Consideration	\$
Full Cash Value	\$		X () per \$500 =	\$
			TOTAL DUE	\$

5 Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
Recording Charge	\$	20.00	\$		Tax Bill:
Surcharge	\$	5.00	\$		C.B. Credit:
State Recordation Tax	\$		\$		Ag. Tax/Other:
State Transfer Tax	\$		\$		
County Transfer Tax	\$		\$		
Other	\$		\$		
Other	\$		\$		

6 127.46 **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
8	8-1176-16	574/263			(5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
Laurel Glen		Outlot A			38/81
Location/Address of Property Being Conveyed (2)					
Other Property Identifiers (if applicable)					
Water Meter Account No.					

Residential or Non-Residential Fee Simple or Ground Rent Amount: _____

Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: _____

If Partial Conveyance, List Improvements Conveyed: _____

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Andrew V. Colevas, Keith A. Allsten, Philip H. Dorsey	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 **Transferred To**

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
St Mary's County Metropolitan Commission	
New Owner's (Grantee) Mailing Address	
43990 Commerce Ave, Hollywood MD 20636	

9 **Other Names to Be Indexed**

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 **Contact/Mail Information**

Instrument Submitted By or Contact Person		Return to Contact Person
Name: JF Mitchell		<input checked="" type="checkbox"/> Hold for Pickup
Firm: PO Box 347		<input type="checkbox"/> Return Address Provided
Address: Leonardtown MD 20636	Phone: (301) 475-8544	

11 **IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

Assessment Information

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).

Assessment Use Only - Do Not Write Below This Line

Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:
Year: 19	19	Geo. Map	Sub Block
Land		Zoning Grid	Plat Lot
Buildings		Use Parcel	Section Occ. Cd.
Total		Town Cd. Ex. St.	Ex. Cd.

REMARKS:

PUBLIC WORKS AGREEMENT

BOOK 0007 PAGE 0086

THIS PUBLIC WORKS AGREEMENT, executed this 15 day of November 1999 by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

CHESAPEAKE HOSPITALITY COMPANY, INC. (hereinafter, the "Developer"),

DANIEL L. REBARCHICK and ROBYN SUE REBARCHICK (hereinafter the "Owner")

RECORDING FEE 8.00
TOTAL 8.00
Res:SM83 Rcpt:1999999
EWA MAB Bk#1238
Nov 16, 1999 02:33 PM

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 1, attached hereto and incorporated herein, (hereinafter referred to as the "Property");

and,

RECORDING FEE 8.00
TOTAL 8.00
Res:SM83 Rcpt:1999999

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as CALIFORNIA SLEEP-INN, hereinafter referred to as the "Project"; and,

EWA MAB Bk#1238
Nov 16, 1999 02:53 PM

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 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 shall furnish a Performance and Payment bond or Irrevocable Letter of Credit approved by the Commission, its successors and assigns, in an amount of \$87,210.00 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. The Owner has provided to the Commission an Indemnity Mortgage of even date herewith to secure the obligations of the Developer herein, a copy of which appears at Exhibit 2. The Commission shall release the Indemnity Mortgage upon receipt of a surety bond or letter of credit in the amount provided herein and in a form

approved by the Commission. Such surety bond or letter of credit shall be provided to the Commission contemporaneously at closing on a secured construction loan on the subject property.

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,

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 multiphased 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 "As-Built Mylar Drawings" shall be submitted to the Commission.

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided above 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:

Review Fees: \$2,175.00 based upon N/A per residential lot, or EDU and \$75.00 per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$3,052.35 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: \$ N/A based upon _____ per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Sewer Benefit Assessment Charge: \$336.25 per month based upon N/A per EDU per month, or \$ N/A per front foot per year based on N/A front feet, payment beginning at the time capacity allocation is made (Planning Commission approval or service is made available, whichever occurs first).

Water Supply Fees: \$250.00 per EDU for development without supply (wells) that utilize the public water system, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed; or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this agreement. *

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

1. Payment in full at the time this Public Works Agreement is executed; or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this Agreement. *

Treatment Capacity Charge: \$500.00 per EDU for the allocation of capacity at the Pine Hill Run Waste Water Treatment Plant, payable as set forth below:

1. Payment in full at the time this Public Works Agreement is executed; or
2. Payment in full anytime between the date of this Agreement and up to 365 days thereafter with a deferment charge of 10% per annum pro rated per diem to the date of payment. Payment date not to exceed 365 days after date of execution of this Agreement. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$ N/A) will be required.

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 the following shall constitute events of Default to 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 paragraph 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: 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.

TWELFTH: 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 15 day of November 19 99.

ATTEST:

Lillian G. Bryan
Secretary

ATTEST:

Mariana Ash

Mariana Ash

Mariana Ash

ST. MARY'S COUNTY METROPOLITAN COMMISSION

By: *Floyd B. Derby*
Floyd B. Derby
Chairman

CHESAPEAKE HOSPITALITY COMPANY, INC., DEVELOPER

By: *Daniel L. Rebarchick*
Daniel L. Rebarchick
President

PROPERTY OWNER

Daniel L. Rebarchick
Daniel L. Rebarchick

Robyn Sue Rebarchick
Robyn Sue Rebarchick

EXHIBITS:

- 1
- 2
- A
- B

(COMMISSION)

BOOK 0007 PAGE 0095

STATE OF MARYLAND

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

I HEREBY CERTIFY that on this 15th day of November 1999, before me a Notary Public in and for the County of St. Mary's aforesaid personally Floyd B. Derby, 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

My Commission Expires: 02/01/00

Lillian J. Bryan
Notary Public

(DEVELOPER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 5th day of November 1999, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Daniel L. Rebarchick, President of Chesapeake Hospitality Company, Inc., and that he acknowledged the foregoing Public Works Agreement to be the act and deed of Chesapeake Hospitality Company, Inc.

WITNESS my hand and Notarial Seal.

My Commission Expires: 3/1/02

Manorma Ish
Notary Public



(OWNER)

STATE OF MARYLAND

COUNTY OF ST. MARY'S to wit:

I HEREBY CERTIFY that on this 5th day of Nov. 1999, before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Daniel L. Rebarchick and Robyn Sue Rebarchick, and that they acknowledged the foregoing Public Works Agreement to be their act.

WITNESS my hand and Notarial Seal.

My Commission Expires: 3/1/02

Marianne [Signature]
Notary Public

THIS DEED, Made this 27 day of April, in the year one thousand nine hundred and ninety-five, by and between Daniel L. Rebarchick, Party of the First Part, and Daniel L. Rebarchick and Robyn Sue Rebarchick, his wife, Party of the Second Party.

WITNESSETH, that in consideration of \$10.00, the receipt of which is hereby acknowledged, the said Daniel L. Rebarchick, Party of the First Part, does grant and convey unto the said Daniel L. Rebarchick and Robyn Sue Rebarchick, his wife, Party of the Second Part, their heirs and assigns, forever, in fee simple, all that lot, tract, piece or parcel of land, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, called and known as HOPEWELL'S ADVENTURE OR BEVERLY HILLS, and described as follows, that is to say:

5.00
28.00

RECORDING FEE

TRACT ONE: That tract of land containing ten (10) acres, more or less, conveyed by Leonard Stanley Rebarchick and Adele Marion Rebarchick, his wife, to Daniel L. Rebarchick, by Deed dated August 16, 1983 and recorded among the Land Records of St. Mary's County, Maryland in Liber 153, Folio 372.

25.00
Rct # 512 Rct # 423

RECORDING FEE

TRACT TWO: That tract of land containing 3,750 square yards, more or less, conveyed by Leonard S. Rebarchick and Adele M. Rebarchick, his wife, to Daniel L. Rebarchick and recorded among the Land Records of St. Mary's County, Maryland in Liber 153, Folio 372.

21.31

RECORDING FEE

The land conveyed hereby was platted by J. R. McCrone, Jr., on March 10, 1978 from the deeds to same and is reportedly said to contain in total 10.10 acres, more or less. The McCrone plat skillfully drawn by F. A. Burch, III, is Job No. L-4447, 1978 Reference L-659.

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 the 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 Daniel L. Rebarchick and Robyn Sue Rebarchick, his wife, Party of the Second Part, their heirs and assigns, ~~forever~~ forever in fee-simple.

And the said Daniel L. Rebarchick, Party of the First Part, does hereby covenant that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said Land and premises as may be requisite.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for St. Mary's County

Shawn P. [Signature]
4-27-95

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF 19 94, TAX ID # 02-04068-0

Janette C. [Signature], TREASURER
ST. MARY'S COUNTY, MD.

LIBER 1483 FOLIO 532

L' 0967 1993 11

WITNESS the hands and seals of said grantor:

BOOK 0007 PAGE 0098

TEST:

Jessite B. Nevins

Daniel L. Rebarchick
Daniel L. Rebarchick

State of Maryland: County of St. Mary's:

I hereby certify that on this _____ day of April, 1995, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Daniel L. Rebarchick known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jessite B. Nevins
Notary Public



My Commission Expires on: July 1, 1998

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney. This Deed has been prepared without benefit of a title report.

Richard M. Gummere
Richard M. Gummere

INDEMNITY MORTGAGE

THIS INDEMNITY MORTGAGE, is made this 5th day of November, 1999, in favor of **St. Mary's County Metropolitan Commission** (hereinafter referred to as "Commission"), by the undersigned, **DANIEL L. REBARCHICK and ROBYN SUE REBARCHICK**, husband and wife, ("hereinafter referred to jointly and severally as "Grantor").

RECITALS

WHEREAS, **CHESAPEAKE HOSPITALITY COMPANY, INC.** (hereinafter referred to as "Obligor") is financially obligated to the Commission (hereinafter referred to as the "Obligations") as set forth in a Public Works Agreement with the Commission, dated _____, 1999 (hereinafter referred to as the "Public Works Agreement") and intended to be recorded among the Land Records of St. Mary's County, Maryland, contemporaneously herewith.

WHEREAS, the Grantor is not the Obligor and is not primarily liable for the payment of the Obligations; and

WHEREAS, by the execution of these presents, the Grantor desires to indemnify the Commission and to secure performance by the Obligor and by the Grantor of all of the terms, conditions, and provisions of this Indemnity Mortgage and the Public Works Agreement.

WHEREAS, the Commission has requested that it be indemnified against any loss caused by the non-payment by the Obligor of the Obligations or breach of the Public Works Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby agree as follows:

A. **Grant:** The Grantor does grant, convey, and assign to the Commission and its successors and assigns the property or properties and all buildings and improvements thereon (hereinafter referred to as the "Premises") described immediately below and/or described on Schedule A attached hereto and made a part hereof by reference:

The property called and known as "Hopewell's Adventure" or "Beverly Hills" containing two tracts containing 10.10 acres, more or less, described in a deed to the Grantor dated April 27, 1995, from Daniel L. Rebarchick recorded among the Land Records of St. Mary's County, Maryland, at Liber E.W.A. No. 967, Folio 310.

TOGETHER WITH all plant, equipment, apparatus, machinery, fittings, appliances, furniture, fixtures and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Grantor), owned by the Grantor and now or at any time hereafter affixed or attached to, incorporated in, or used in connection with the utilization,

enjoyment, occupation, or operation of the Premises, including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, partitions, ducts, compressors, switchboards, storm and screen windows and doors; awnings and shades and signs and shrubbery; as well as all building and construction materials which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any structure located on the premises, all of which the Grantor declares to be fixtures and permanent additions to the Premises;

AND TOGETHER WITH all easements, rights, streets, alleys, ways, waters, fixtures, privileges, appurtenances, and advantages belonging or in anywise appertaining to the Premises.

AND TOGETHER WITH all rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, agreements applicable to the Premises' adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to Grantor in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the Obligations; and (b) utilize any collection or enforcement rights or remedies to collect the same which may be available to the Grantor under law;

AND TOGETHER WITH: (a) all of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the Commission in the same; (b) all rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Premises, with the right to collect such rents, profits, and benefits at any time for application to the Obligations, but without any duty or obligation to perform on behalf of the Grantor any of Grantor's duties or obligations to any lessee; (c) all revenues and profits, accounts receivables and contract rights, including any deposit of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Premises, with the right to collect the same at any time for application to the Obligations and to utilize any collection or enforcement rights or remedies which may be available to the Grantor under law or any contract or sale, but without any duty or obligation to perform on behalf of the Grantor any of Grantor's duties or obligations of any purchaser of the Premises;

TO HAVE AND TO HOLD the Premises and appurtenances as aforesaid unto the Commission and its successors and assigns, in fee simple forever, but nevertheless to indemnify the Commission against loss caused by the non-payment of the Obligations and to secure the performance by the Grantor and by the Obligor of the terms, conditions, and provisions of the Public Works Agreement and of this Indemnity Mortgage. provided, however: (a) until the occurrence of a default hereunder, the Grantor may retain possession of the Premises; and (b) If

the Obligor shall pay, perform, complete and satisfy the Obligations in accordance with the terms, conditions, and provisions of the Public Works Agreement, then this Indemnity Mortgage shall cease and shall be void, and the Commission shall release and reconvey the Premises to the Grantor and terminate this Mortgage at the sole cost and expense of the Grantor.

B. Covenants of Grantor: The Grantor hereby covenants with the Commission, its successors and assigns, to do the following:

1. To perform, observe, and comply with the duties, obligations, requirements, terms, conditions and provisions of, and to comply exactly in all respects with the terms, covenants, conditions, representations and warranties of the Obligations and the Public Works Agreement and this Indemnity Mortgage to be performed, observed and complied with by it;
2. To keep the Premises in good condition and operating order and repair and to not abandon, commit waste, remove, demolish or materially alter all or any part of the Premises, or make any change in the use of the Premises which would in any way increase any ordinary fire or other hazard insurance risk, or remove any personalty therefrom, without the prior written consent of the Commission, which consent may be withheld by the Commission in its absolute subjective discretion;
3. To pay and discharge when due all rents, ground rents, taxes, levies, utility charges, public charges, assessments for which the Premises may become liable, and upon request of Commission from time to time deliver to Commission receipts evidencing the payment thereof;
4. To permit representatives of the Commission to inspect the Premises from time to time at any reasonable time;
5. To maintain and keep good and marketable title to the Premises and to maintain and keep the Premises free from all liens, charges, restrictions, adverse claims, security interest(s) and other encumbrances of every kind and nature other than those permitted by the Commission in writing, which consent may be withheld by the Commission in its absolute subjective discretion;
6. To not violate any statutes, rules, laws, regulations, or ordinances applicable to the Premises or any use thereof and the Grantor shall, in its use and operation of the Premises, comply fully and strictly with all said laws, rules and regulations of any federal, state and local governmental authority having jurisdiction over the Premises, including but not limited to all zoning, land use and environmental laws, rules and regulations. The Grantor shall comply fully and strictly with all restrictions, covenants, easements, setbacks and other limitations on the use of the Premises;
7. To notify the Commission immediately upon obtaining knowledge of the institution of any proceeding for condemnation of all or any portion of the Premises; to cooperate with and permit the Commission to participate in the same; and to apply to the unpaid Obligations as the Commission may direct any award or proceeds of any condemnation or eminent domain proceeding pertaining to all or any part of the Premises;
8. To keep the Premises fully insured with a responsible insurance company approved by the Commission for the benefit of the Commission against loss by fire, flood, or other hazards and casualties as may be specified by the Commission and in such amount as from time to time may be required by the Commission and/or applicable law or regulation and, as required by the Commission from time to time, to deliver to the Commission the insurance policy, certificate

thereof, and/or paid receipts evidencing the existence of said policy, and the payment of all premiums;

9. To take such further actions as the Commission may at any time reasonably request for the better assuring and confirming to the Commission the Premises, this Indemnity Mortgage and/or the conveyance and lien created hereby:

10. Take all steps and do all things necessary, convenient, or proper to establish, protect, preserve, and maintain the priority and status of the lien and security interest in the Premises established and intended to be established by this Indemnity Mortgage, except and only to the extent the Commission may have consented specifically and in writing to a senior lien or security interest;

11. To pay when due and payable any and all costs, expenses, recordation taxes and other taxes for which the Premises, the Commission and/or the Grantor may at any time be liable in connection with or as a result of the maturity, collection or enforcement, of the Obligations, of the Public Works Agreement or of this Indemnity Mortgage.

If the Grantor fails to perform, comply with or observe any of the covenants set forth above, then at the option of the Commission, the Grantor may be deemed in default of this Indemnity Mortgage, and in addition to any other remedies set forth in this instrument, or available at law or in equity, the Commission may, in its absolute subjective discretion, perform or observe any of the aforesaid obligations and make advances to perform the same on behalf Grantor, and all monies advanced and/or costs and expenses incurred by the Commission in so doing (hereinafter referred to as the "Expense Payments"), together with interest thereon at the legal rate of interest per annum, from the date of payment until repaid to the Commission in full, shall be paid to the Commission by the Grantor on demand and shall immediately upon advancement become a lien and security interest upon the Premises and shall be secured by this Indemnity Mortgage. The contrary notwithstanding, the authorization in this paragraph shall impose no duty or obligation on the Commission to perform any action or make any advancement on behalf of the Grantor and is for the sole benefit and protection of the Commission.

C. **Escrows:** Provided that escrows are not already being collected by a lender holding a superior mortgage or deed of trust on the Premises, the Commission, at any time or from time to time, may require the deposit by the Grantor with the Commission of an amount sufficient to discharge the obligations of the Grantor, when they come due for: (a) the payment of taxes, assessments, levies, fees, rent and other public charges imposed upon or assessed against the Premises; or (b) the payment of the premiums for fire, casualty, and other hazard and flood insurance. The determination of the amount so payable and of the fractional part thereof to be deposited with the Commission, so that the aggregate of such deposits shall be sufficient to assure the payment of the aforesaid expenses when and as they come due, shall be made by the Commission in its sole and absolute discretion. If the Commission determines prior to the due date of any of the aforementioned Obligations that the amount then on deposit shall be insufficient for the payment of such Obligation in full, the Grantor, within ten (10) calendar days after demand, shall deposit the amount of the deficiency with the Commission. The contrary notwithstanding the Commission shall retain the right under the provisions of this Mortgage to pay any such amount and to add the amount so paid together with interest as set forth in this Mortgage for other advances.

D. Consents of Grantor: Without notice to and further consent of the Grantor, and without in any way waiving or releasing this Indemnity Mortgage or any of its provisions, the Grantor hereby consents to:

1. Any extension of time for payment of all or any part of the Obligations granted to the Obligor by the Commission;
2. Any renewal, modification, waiver, or release of all or any part of the Obligations;
3. The addition to or release of any maker, accommodation maker, endorser, guarantor, surety, or indemnitor or all or any part of the collateral and security for the Public Works Agreement or for all or any part of the Obligations;
4. Any indulgence and/or waiver given to the Obligor or any accommodation maker, endorser, guarantor, surety, or indemnitor of all or any given part of the Obligations;

E. Events of Default: The occurrence of any one or more of the following events shall constitute a default under this Indemnity Mortgage:

1. The failure to pay the Obligations or any other obligations created by any of the Public Works Agreement as they shall become due;
2. The failure to perform, observe or comply with any of the terms, conditions, covenants, agreements, and/or provisions of this Indemnity Mortgage;
3. The occurrence of a default under the Public Works Agreement or a default under any document or instrument creating a lien or security interest in the Premises, whether senior, junior or of equal priority to the lien and security interest of this Mortgage;
4. The transfer, encumbrance or conveyance of all or any part of the Premises without the prior written consent of the Commission;
5. The filing of any petition under the Bankruptcy Code or any similar Federal or State statute by or against the Grantor or Obligor, provided, however, that if the Grantor obtains an unconditional dismissal of any such filing within sixty (60) days from the date of filing, the Grantor shall be considered to have cured the event of default, provided no other events of default have occurred;
6. The filing of any application for the appointment of a receiver for, the making of a general assignment for the benefit by, or the insolvency of the Grantor or Obligor;
7. The death of the Grantor.

F. Remedies Upon Default: Upon the occurrence of a default under this Indemnity Mortgage, the Commission may, in its sole and absolute discretion and option, accelerate and declare immediately due and payable all Obligations and/or exercise any other rights available to it and/or proceed to enforce this Indemnity Mortgage and in connection with such enforcement by the Commission, the Grantor does hereby: (i) Authorize the Commission and its successors and assigns to sell the Premises; (ii) Declare its assent to the passage of a decree by a court of proper jurisdiction for the sale of the Premises. Any such sale pursuant to (i) or (ii) above is to be made in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland and with the Maryland Rules of Procedure, and any amendments or supplements thereto. Such sale may be of the entire premises as a unit or of such parts or parcels

of the entire Premises, as the Commission, in its sole and absolute discretion, deems necessary, proper, or convenient. All costs, expenses and taxes paid or incurred in connection with any such sale (including, but not limited to, fees for legal services rendered to the Commission in connection with any contested matter with respect to the foreclosure proceeding, the status of the priority of the lien of this Mortgage or otherwise, and auctioneer's fees (hereinafter referred to as the Liquidation Costs"), together with interest thereon at the legal rate of interest per annum, from the date of payment by the Commission until repaid in full, shall be paid to the Commission by the Grantor on demand and shall be secured by this Indemnity Mortgage. The proceeds of any such sale or of any insurance policies covering all or any part of the Premises shall be applied as follows: first, to the payment of all Expense Payments (including all interest accrued thereon), Liquidation Costs (with all interest accrued thereon) and a commission to the party making the sale equal to the maximum amount permitted by rule of court; second, to the payment of the unpaid balance of the Obligations (whether then due or not) and any other amounts secured hereby; and third, the balance if any, to the Grantor or other person (including the Commission) entitled to the same, provided that one-half (1/2) of such commission and all Expense Payments and Liquidation Costs, with interest accrued thereon, shall be paid by the Grantor if the unpaid balance of the Obligations and any other amounts secured hereby are tendered after the first advertisement of such sale but before such sale.

Upon any sale made hereunder, the Commission may bid for and acquire the Premises or any part thereof and, in the event the Obligations owed are still due, in lieu of paying cash therefor, may make settlement for the purchase price by crediting the Obligations secured by this Mortgage against the net sales price after deducting therefrom the expenses and costs of the sale and any other sums which the Commission is authorized to deduct under this Mortgage.

G. Environmental Requirements: The Grantor represents and warrants to the Commission that no materials or substances previously have been or are now located in, on or near the Premises which, under federal, state, or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement (collectively, Environmental Requirements"), require special handling in collection, storage, treatment, or disposal. The Grantor shall not place or permit to be placed any such materials or substances in, on or near the Premises, and all leases affecting the Premises shall contain a covenant to that effect. If at any time it is determined that there are materials or substances located in, on or near the Premises which, under any Environmental Requirement, require special handling in collection, storage, treatment, or disposal, the Grantor shall, within thirty (30) calendar days after written notice thereof, commence or cause to be commenced and diligently pursued to completion within thirty (30) calendar days thereafter, at the Grantor's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If the Grantor fails to take such action, the Commission may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including without limitation reasonable attorney's fees, and fines or other penalty payments, shall be at once repayable by the Grantor and shall bear interest at the legal rate of interest from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the Obligations. The Grantor shall indemnify and hold harmless the Commission from all loss, liability, damage, cost and

BOOK 010 PAGE 0105
expense, including reasonable attorney's fees, for failure of the Premises to comply in all respects with all Environmental Requirements. The provisions of this Section shall survive payoff, release, or foreclosure of this Mortgage. The Grantor, promptly upon the written request of the Commission from time to time, shall provide the Commission from time to time with an environment site assessment or report, all in scope, form, and content satisfactory to the Commission. The Commission, or its designated agent, may interview any or all of the Grantor's agents and employees regarding environmental matters, including any consultants or experts retained by the Grantor, all of whom are directed to discuss environmental issues fully and openly with the Commission or its designated agent and to provide such information as may be requested. All of the costs and expenses incurred by the Commission with respect to the audits, tests, inspections, and examinations which the Commission may conduct, including the fees of the engineers, laboratories, and contractors, shall be paid by the Grantor. The Grantor shall remain liable hereunder regardless of any other provisions hereof which may limit Grantor's liability.

H. Warranties: The Grantor warrants specially the Premises, that it has good and marketable title thereto and that it will forever warrant and defend the same and the validity and priority of the lien and security interest of this Mortgage.

I. Binding Obligations: This Indemnity Mortgage shall be binding upon the Grantor and the Grantor's heirs, personal representatives, successors, heirs and assigns and shall inure to the benefit of the Commission, and its successors and assigns.

J. Terminology: As used herein, the singular shall include the plural, the plural shall include the singular and the use of the masculine, feminine or neuter gender shall include all genders as the context may require. The term "person" shall include an individual, corporation, association, partnership, limited liability company, trust and/or organization.

K. Waivers: The Commission may at any time or from time to time waive all or any rights under this Mortgage but any waiver or indulgence by Commission at any time or from time to time shall not constitute, unless specifically so expressed by the Commission in writing, a future waiver of performance or exact performance by Grantor.

L. Final Agreement: This Mortgage and the Public Works Agreement contain the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in this Mortgage or the Public Works Agreement are not a part of this Mortgage and the understanding of the parties hereto.

M. Amendment: This Mortgage may be amended or altered only In a writing signed by the party to be bound by the amendment, change or alteration, and recorded in the Land Records of the county where the Premises are situate.

N. Invalidity: If any provision or part of any provision contained in this Mortgage shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any

effective provisions of this Mortgage and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

O. **Choice of Law:** The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this Mortgage and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this Mortgage and its various provisions and the consequences and legal effect of it transactions and events which resulted in the execution of this Mortgage or which occurred or were to occur as a direct or indirect result of this Mortgage having been executed.

P. **Release:** This Mortgage shall be released by the Commission upon its receipt of a surety bond or letter of credit in the amount and in the form provided in the Public Works Agreement.

WITNESS, the hands and seals of the Grantor as of the date and year above written.

WITNESS

Marianna Ash

Daniel L. Rebarchick (SEAL)
DANIEL L. REBARCHICK, Grantor

Marianna Ash

Robyn Sue Rebarchick (SEAL)
ROBYN SUE REBARCHICK, Grantor

The Obligor is:

CHESAPEAKE HOSPITALITY COMPANY, INC.

STATE OF MARYLAND, COUNTY OF ST. MARY'S

I HEREBY CERTIFY, that on this 5th day of November, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared DANIEL L. REBARCHICK and ROBYN SUE REBARCHICK, known to me or satisfactorily proven to be the persons whose names are subscribed to the within Instrument, who acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal:

Marianne [Signature]
Notary Public
My Commission Expires: 3/1/02

RELEASE

FOR VALUE RECEIVED, the within Indemnity Mortgage is hereby released this _____ day of _____, _____.

ATTEST:

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

_____ By: _____ (SEAL)

STATEMENT OF PROPOSED WATER FACILITIES AND PHASING

PROJECT NAME: CALIFORNIA SLEEP INNTOTAL # OF PHASES: ONEDEVELOPER: CHESAPEAKE HOSPITALITY COMPANY, INC.

PHASE I:

PLAT REF: 92NGO818 # EDUs TO BE SERVED: 22

PROJECTED CONSTRUCTION START DATE: 11/99

PROJECTED CONSTRUCTION COMPLETION DATE: 11/00

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 9/14/99

COMMISSION PARTICIPATION: N/A

*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,

EXHIBIT B

STATEMENT OF PROPOSED SEWER FACILITIES AND PHASING

PROJECT NAME: CALIFORNIA SLEEP INN

TOTAL # OF PHASES: ONE

DEVELOPER: CHESAPEAKE HOSPITALITY COMPANY, INC.

PHASE I:

PLAT REF: 92NGO818 # EDUs TO BE SERVED: 22

PROJECTED CONSTRUCTION START DATE: 11/99

PROJECTED CONSTRUCTION COMPLETION DATE: 11/00

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 9/14/99

COMMISSION PARTICIPATION: N/A

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
REC'D SMCG Rcpt#999999
EWA MAB B1k#1230
Nov 16, 1999 02:34 PM

THIS PUBLIC WORKS AGREEMENT, executed this 8th day of November 1999, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

DAVNOR, LLC, a Maryland Limited Liability Company (hereinafter, the "Owner/Developer"),

OLD LINE NATIONAL BANK, (hereinafter, the "Lender #1"),

OLD LINE NATIONAL BANK, (hereinafter, the "Lender #2", Letter of Credit issuer).

WITNESSETH

RECORDING FEE 0.00
TOTAL 0.00
REC'D SMCG Rcpt#999999

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/Developer 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 in a deed recorded among the Land Records of St. Mary's County, Maryland at Liber 1106, Folio 15, attached hereto and incorporated herein, (hereinafter referred to as the "Property"); and,

EWA MAB B1k#1232
Nov 16, 1999 02:54 PM

WHEREAS, the Owner/Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as **DAVNOR INDUSTRIAL CENTER CONDOMINIUMS**, hereinafter referred to as the "Project"; and,

WHEREAS, the Owner/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 Commissioners of St. Mary's County or their duly appointed agent; and,

WHEREAS, Owner/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, Owner/Developer has submitted statements 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 Owner/Developer has also submitted an itemized engineer's estimate which has been approved by the Commission.

WHEREAS, Owner/Developer has furnished an Irrevocable Letter of Credit approved by the Commission, a copy of which appears at Exhibit C, payable to the Commission, its successors and assigns, in an amount of \$ 6,860.00, 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, Owner/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, [hereinafter, "Commission Property"] more particularly set forth in *DECLARATION OF DAVNOR CENTRE CONDOMINIUM HORIZONTAL PROPERTY REGIME*, intended to be recorded among the Land Records of St. Mary's County, Maryland, immediately after the recordation of the subdivision plat of the Property, and incorporated by reference herein. and,

WHEREAS, Lender #1, the holder of a recorded security interest in the Property; and, Lender #2, issuer of the Letter of Credit assuring performance of this Public Works Agreement, have joined in the execution of these presents to acknowledge the obligations of the Owner/Developer set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Owner/Developer a right of entry onto the Commission Property or easement areas for the purpose of construction and maintenance of the Facilities, provided, however, that Owner/Developer hold the Commission harmless for and indemnify the Commission against any and all losses or damages incurred by the Commission during such time as Owner/Developer occupies such Commission Property, and further provided that Owner/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: Owner/Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein.

THIRD: Owner/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 "As-Built Drawings", if requested, shall be submitted to the Commission.

FOURTH: Owner/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: Owner/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: Owner/Developer shall pay the following fees and charges:

Review Fees: \$ 300.00 based upon \$ 30.00 per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$ 1,500.00 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 Owner/Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Owner/Developer shall pay to the Commission the difference.

Sewer Service Charge: \$ 469.50 per quarter based upon \$15.65 per month per EDU beginning at the time of acceptance of the Facilities by the Commission. This Service Charge reflects the currently approved rate and is subject to change.

Remote Area Service Charge: \$ 43.33 per month based upon \$ 4.33 per month per EDU which reflects the additional cost of service for this remote area facility. This charge is payable upon acceptance of the Facilities by the Commission and is subject to change.

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Sewer Replacement Charge: \$ 100.00 per month, based upon \$10.00 per unit per EDU, payable monthly after acceptance of the Facilities by the Commission.

Water Service Charge: \$ 100.20 per month based upon \$10.02 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 6,750 gallons per quarter per EDU. \$10.00/1,000 gallons will be charged over the 16,750 gallon limit. This Service Charge reflects the currently approved rate, is payable upon acceptance of the Facilities by the Commission and is subject to change.

SEVENTH: No unit 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: Owner/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 other than meters supplies by the Commission.

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

1. Failure of Owner/Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Owner/Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Owner/Developer to provide a complete set of "As Built Drawings" pursuant to ¶ THIRD above, if requested by the Commission.
4. Failure of Owner/Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Owner/Developer to prosecute work according to standard specifications.
6. Failure of Owner/Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Owner/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 Owner/Developer to Stop Work.
2. Notify Owner/Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Owner/Developer a reasonable period to cure an event of Default. Failure of Owner/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: Upon completion and acceptance by the Commission of the facilities as set forth in paragraph SECOND above, the Owner/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.

TWELFTH: 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 1999

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Lillian G. Bryan
Secretary

By: Floyd B. Derby
Chairman

ATTEST:

OWNER/DEVELOPER
DAYNOR, LLC a Maryland Limited Liability Company

[Signature]

By: [Signature] member

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LENDER #1
OLD LINE NATIONAL BANK

[Signature]

By: [Signature]
WILLIAM M. HITTE, VP
LENDER #2
OLD LINE NATIONAL BANK

[Signature]

By: [Signature]
WILLIAM M. HITTE VP

EXHIBITS: A, B, C.

NOTARY PROVISIONS

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

I HEREBY CERTIFY that on this 15th day of November 19 99 before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Floyd B. Derby 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: 02/01/00

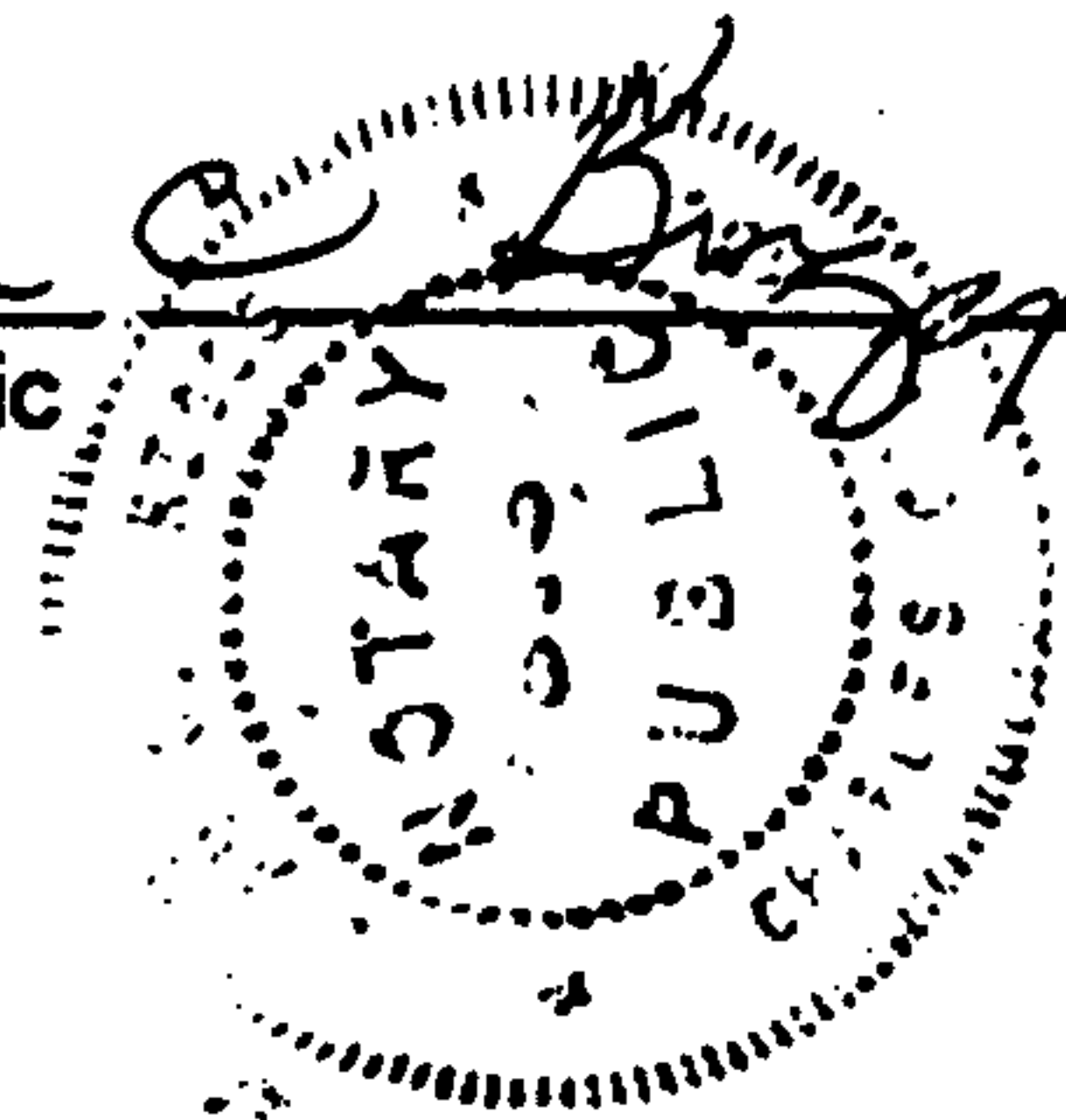
STATE OF MARYLAND, COUNTY OF CHARLES to wit:

I HEREBY CERTIFY that on this 8th day of November, 19 99 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared DAVID HERSTICK the Managing Member of DAVNOR, LLC, a Maryland Limited Liability Company, and on behalf of Davnor, LLC, a Maryland Limited Liability Company, did acknowledged the foregoing Public Works Agreement to be the act and deed of Davnor LLC, a Maryland Limited Liability Company.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires 02-01-02



NOTARY PROVISION OF LENDER

I HEREBY CERTIFY that on this 8th day of NOVEMBER, 19 99 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared WILLIAM M. HITE the VICE PRESIDENT of OLD LINE NATIONAL BANK, and on behalf of OLD LINE NATIONAL BANK, did acknowledged the execution of the foregoing Public Works Agreement to be the act and deed of OLD LINE NATIONAL BANK.

WITNESS my hand and Notarial Seal.

Juan C. Bragg
Notary Public

My Commission Expires: 02-01-02



STATEMENT OF

PROPOSED WATER FACILITIES

PROJECT NAME: DAVNOR INDUSTRIAL CENTRE CONDOMINIUMS

TOTAL # OF PHASES: ONE (1)

OWNER/DEVELOPER: DAVNOR, LLC, a Maryland Limited Liability Company

PHASE I:

PLAT REF: _____ # LOTS TO BE SERVED: 10

PROJECTED CONSTRUCTION START DATE: Date of execution of P.W.A.

PROJECTED CONSTRUCTION COMPLETION DATE: 60 days after execution of P.W.A

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 date of Public Works Agreement

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 AC: Owner/Developer DA
(Initials) (Initials)

EXHIBIT B

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STATEMENT OF

PROPOSED SEWER FACILITIES

PROJECT NAME: **DAVNOR INDUSTRIAL CENTRE CONDOMINIUMS**

TOTAL # OF PHASES: **ONE (1)**

OWNER/DEVELOPER: **DAVNOR, LLC, a Maryland Limited Liability Company**

PHASE I:

PLAT REF: _____ # LOTS TO BE SERVED: **10**


PROJECTED CONSTRUCTION START DATE: **Date of execution of P.W.A.**


PROJECTED CONSTRUCTION COMPLETION DATE: **60 days after execution of P.W.A**

FACILITIES TO BE CONSTRUCTED*: Sewer 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 date of Public Works Agreement

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)



November 8, 1999

BENEFICIARY:
St. Mary's County Metropolitan Commission
43990 Commerce Avenue
Hollywood MD 20638

AGENT: ^{BOOK 0007 PAGE 0121}
Davnor, LLC
PO Box 338
Charlotte Hall MD 20622

LIBER 1483 FOLIO 555

IRREVOCABLE LETTER OF CREDIT NUMBER 1114

AMOUNT: \$6,860.00
ISSUE DATE: November 8, 1999
EXPIRATION DATE: November 8, 2001

Re: Davnor LLC
Davnor Industrial Centre
St. Mary's County, MD

We hereby establish our Irrevocable Letter of Credit Number 1114 in your favor for the account of Davnor, LCC in the amount of \$6,860.00 effective immediately. It is understood that Davnor, LLC has been required to post a bond for sewage and water facilities per a Public Works Agreement signed and dated November 8, 1999, related to the property designated as Davnor Industrial Centre, St. Mary's County, MD, Lot 5000-2, TM 9, BK 21. Please accept this letter of credit lieu of said bond.

Funds under this Letter of Credit will be available to you after providing a 10-day written notice of default to Davnor, LLC with a copy immediately sent to Old Line National Bank. Your on-sight draft requesting payment in an amount not to exceed \$6,860.00 must be accompanied by your written statement to the effect that Davnor, LLC has failed to comply with the terms and conditions of the sewage and water facilities requirements per a Public Works Agreement signed and dated November 8, 1999, for the project known as Davnor Industrial Centre.

This Letter of Credit sets forth in full the terms of this Bank's obligation that shall not be modified, amended, or amplified. This Bank further represents that a draft not to exceed the sum of \$6,860.00 shall be honored as set forth herein if presented on or before November 8, 2001.

It is a condition of this letter of credit that it will be automatically extended for periods of one (1) year from the then relevant expiration date unless sixty (60) days prior to that relevant expiration date you receive written notice from us that we elect not to extend this letter of credit. Upon receipt of said notice, you may draw hereunder by meeting the conditions as outlined in this letter.

Except as expressly stated herein, this undertaking is not subject to any condition or qualification. The obligation of Old Line National Bank under this Letter of Credit shall be the individual obligation of Old Line National Bank, in no way contingent upon reimbursement with respect thereto.

Except so far as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit" (1983 Revision), International Chamber of Commerce publication number 400.

OLD LINE NATIONAL BANK

BY: 
William M. Hitte
Vice President

P. O. Box 1890, WALDORF, MARYLAND 20604
(301)645-0333 • (301)843-5552 • FAX (301)645-3938
Member FDIC