

DEED

This Deed, Made this 12th day of April in the year Two Thousand, by and between **CHAPTICO LAND DEVELOPMENT COMPANY**, a Maryland Corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said **CHAPTICO LAND DEVELOPMENT COMPANY** does grant and convey unto the said **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, it successors and assigns, forever, in fee simple, all the lots, tracts or parcels of ground, situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, and described as follows:

RECORDING FEE 0.00
TOTAL 0.00

PARCEL "C" - PART OF CHAPTICO LAND DEVELOPMENT CO., containing 41,405 ± S.F. more or less, as set forth on a Plat entitled **SUBDIVISION FOR WICOMICO SHORES WASTEWATER TREATMENT FACILITIES** recorded among the Land Records of St. Mary's County, Maryland, at Liber 47, Folio 124

Rest#3803 Ref#4339399
SHA TLC BIR#2283

Being part of the same land conveyed to **CHAPTICO LAND DEVELOPMENT COMPANY**, a Maryland corporation, by deed recorded among the Land Records of St. Mary's County, Maryland, at Liber 361, Folio 276.

APR 28 2000 11:35 am

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 lots of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, its successors and assigns, forever, in fee simple.

Subject to covenants, easements and restrictions of record.

TRF PD SURF 3 3.00
RECORDING FEE 0.00
RECORDATION T 0.00
TR TAX COLLECT 0.00

WITNESS the hand and seal of said Grantor:

CHAPTICO LAND DEVELOPMENT COMPANY

by [Signature] (SEAL)
John F. Wood, Jr., President

TR TAX STATE 0.00
TOTAL 0.00
Rest#3803 Ref#4339399
SHA TLC BIR#2283
APR 28 2000 11:21 am

[NOTARY PROVISION ON FOLLOWING PAGE]

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID THROUGH Notary Inc
Alvinde Thomas, TREASURER
ST. MARY'S COUNTY, MD
ACCT. NO. 04655225

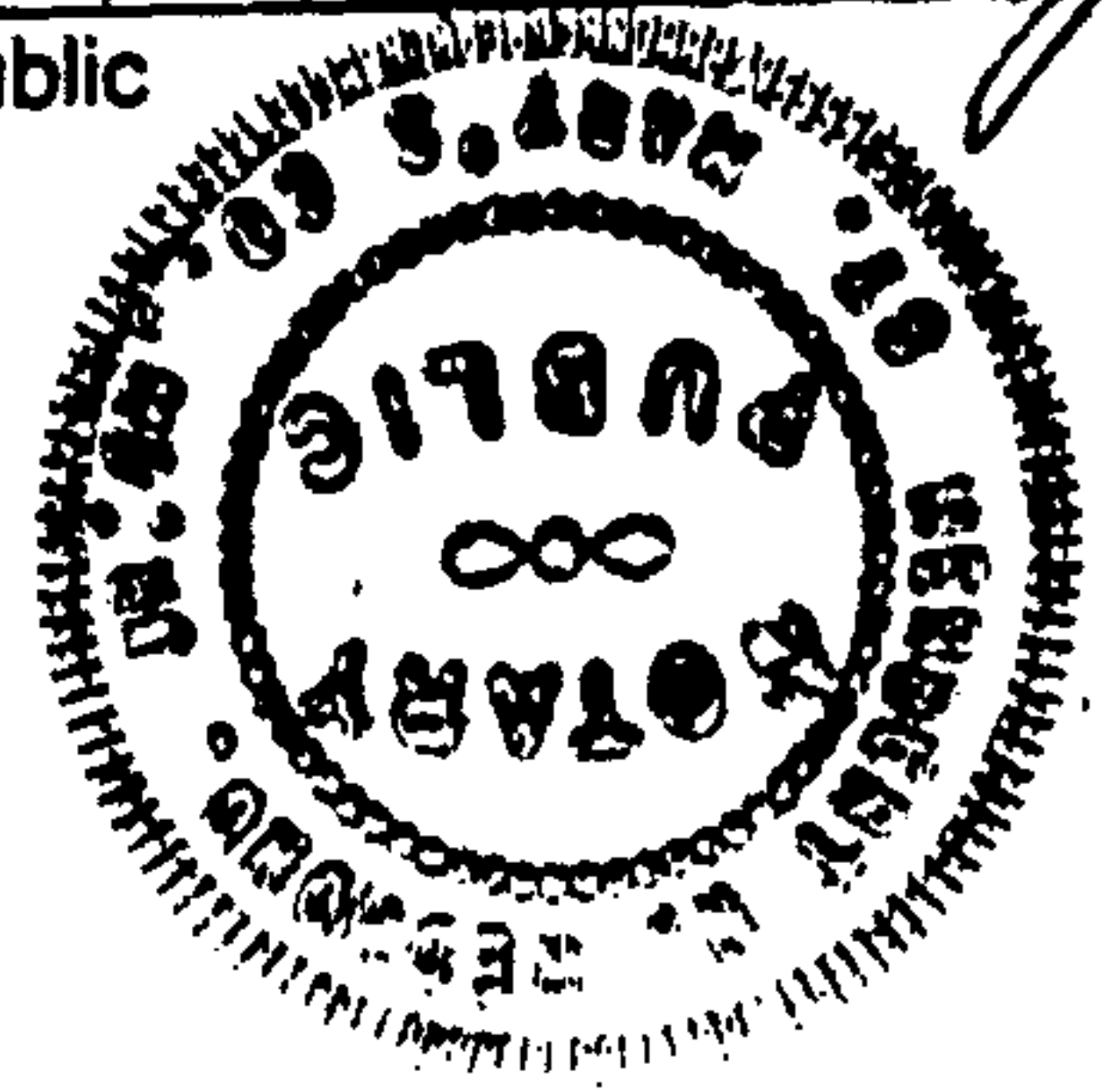
STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 12th day of April, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John F. Wood, Jr., who acknowledged himself to be the President of CHAPTICO LAND DEVELOPMENT COMPANY [the "Corporation"] 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 and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal:

Herbert N. Redmond
Notary Public

My Commission Expires: April 01, 2000



THIS IS TO CERTIFY THAT THE INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, SOLELY ADMITTED TO PRACTICE IN THE COURT OF APPEALS OF MARYLAND.

Joseph F. Mitchell
ATTORNEY AT LAW

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)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

6 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).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

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: J.F. Mitchell
Firm: P.O. Box 347
Address: Leonardtown MD 20650
Phone: (301) 475 3544

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property?
Was property surveyed?

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

LIBER 1528 FOLIOS 17

CONFIRMATORY DEED

This Confirmatory Deed, Made this 12th day of April in the year Two Thousand, by and between CHAPTICO WATER AND SEWER COMPANY, a Maryland Corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WHEREAS, the Grantor wishes to confirm the grant of a title to the below described property as per Articles of Sale and Transfer dated April 30, 1993, now, therefore,

RECORDING FEE 0.00
TOTAL 0.00

WITNESSETH, that the said CHAPTICO WATER AND SEWER COMPANY does grant and convey unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, it successors and assigns, forever, all its right, title and interest in all the lots, tracts or parcels of ground, situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, as described in Articles of Sale and Transfer between the parties hereto dated April 30th, 1993 and recorded among the Land Records of St. Mary's County, Maryland, at Liber 0970, Folio 534 and by a Certificate of Conveyance dated June 7, 1993, recorded among the Land Records of St. Mary's County, Maryland, at Liber 824, Folio 388 and by a Certificate of Transfer recorded among the Land Records of St. Mary's County, Maryland, in Liber 824, Folio 387. This Confirmatory Deed does not convey additional rights or interests not previously conveyed in the above referenced document.

RECORDED - 1067422222
EWA TLC B1K42283

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.

APR 28, 2000 11:37 am

To Have and to Hold the said lots of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever.

IMP FD SUNE \$ 0.00
RECORDING FEE 0.00
RECORDATION T 0.00

WITNESS the hand and seal of said Grantor:

CHAPTICO WATER AND SEWER COMPANY

by John F. Wood, Jr. (SEAL)
John F. Wood, Jr., President

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID THROUGH to tax due
Janita M. ... TREASURER

TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00

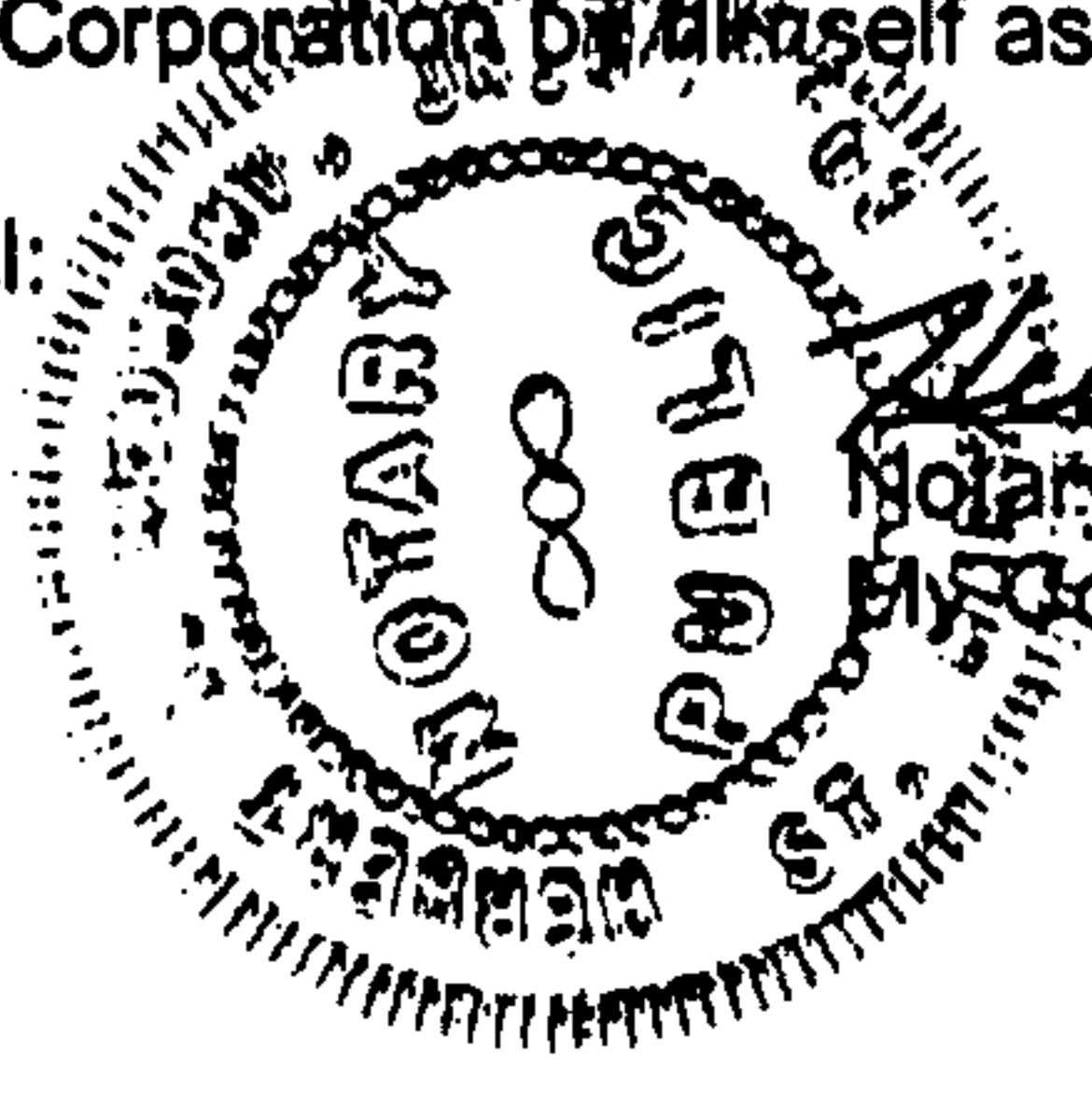
ST. MARY'S COUNTY, MD
STATE OF MARYLAND, County of St. Mary's, to wit:

ACCT. NO. 14032217
04034147 I HEREBY CERTIFY, That on this 12th day of April, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John F. Wood, Jr., who acknowledged himself to be the President of CHAPTICO WATER AND SEWER COMPANY, [the "Corporation"] 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 or himself as such officer.

RECORDED - 1067422222
EWA TLC B1K42283
APR 28, 2000 11:02 am

WITNESS my hand and Notarial Seal:

THIS IS TO CERTIFY THAT THE INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND,



Robert N. Richmond, Jr.
Notary Public
My Commission Expires: April 01, 2000

Joseph F. Mitchell
ATTORNEY AT LAW

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)

1 Type(s) of Instruments Check Box if Addendum Intake Form is Attached.
 Deed Mortgage Other _____ Other _____
 Deed of Trust Lease _____
 2 Conveyance Type Check Box 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 governmental agency
 Cite or Explain Authority County Transfer

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
			Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$	<u>0 -</u>	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	\$	<u>0 -</u>	\$		\$		Tax Bill:
Surcharge	\$		\$		\$		C.B. Credit:
State Recordation Tax	\$		\$		\$		Ag. Tax/Other
State Transfer Tax	\$		\$		\$		
County Transfer Tax	\$		\$		\$		
Other	\$		\$		\$		
Other	\$	<u>04 - \$055217</u>	\$		\$		

6 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 4 Property Tax ID No. (1) 04-034147 Grantor Liber/Folio 170/534 Map 824/388 Parcel No. _____ Var. LOG (5)
 Subdivision Name WILCONCO SHORES Lot (3a) _____ Block (3b) _____ Sect/AR(3c) _____ Plat Ref. _____ SqFt/Acreage (4) _____
 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) Chapico Water and Sewer Company
 Doc. 2 - Grantor(s) Name(s) _____
 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) St Mary's County Metropolitan Commission
 Doc. 2 - Grantee(s) Name(s) _____
 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
 Name: J.F. Mitchell Return to Contact Person
 Firm: PO. Box 347 Hold for Pickup
 Address: Leonard Town MD 20650 Return Address Provided
 Phone: () _____

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						
Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transfer Number:	Date Received:	Deed Reference:
Year	19	19	Geo. Zoning	Map Grid	Sub Plat	Block Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

LIBER 1528 FOLIOS 19

DEED

This Deed, Made this 12th day of April in the year Two Thousand, by and between WICOMICO, INC., a Maryland Corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

RECORDING FEE 9.00
TOTAL 9.00

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said WICOMICO, INC., does grant and convey unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, it successors and assigns, forever, in fee simple, all the lots, tracts or parcels of ground, situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, and described as follows:

Res#SH03 Rept#999999
EWA TLC BIR#2283
APR 28, 2009 11:37 AM

PARCEL "A" - WWTP SITE, containing 7.340 acres, more or less, as set forth on a Plat entitled SUBDIVISION FOR WICOMICO SHORES WASTEWATER TREATMENT FACILITIES recorded among the Land Records of St. Mary's County, Maryland, at Liber 47, Folio 124

PARCEL "B", PUMP STA. SITE, containing 7,500 S.F., more or less, as set forth on a Plat entitled SUBDIVISION FOR WICOMICO SHORES WASTEWATER TREATMENT FACILITIES recorded among the Land Records of St. Mary's County, Maryland, at Liber 47, Folio 124

Being part of the same land conveyed to WICOMICO INC., a Maryland corporation, by deed dated September 28, 1982, by Hyman P. Tatelbaum, Trustee in Bankruptcy, of R.R.R. & G., Inc., and recorded among the Land Records of St. Mary's County, Maryland, at Liber 126, Folio 436.

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.

RECORDING FEE 9.00
TOTAL 9.00

To Have and to Hold the said lots of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, in fee simple.

Subject to covenants, easements and restrictions of record.

RECORDATION T 3.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 3.00

WITNESS the hand and seal of said Grantor:

WICOMICO, INC.,

by John F. Wood, Jr.
John F. Wood, Jr., President

Res#SH03 Rept#999999
EWA TLC BIR#2283
APR 28, 2009 11:33 AM (SEAL)

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID THROUGH Wicomico Shores TREASURER ST. MARY'S COUNTY, MD ACCT. NO. 4455238 04055241

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

Joseph F. Mitchell
ATTORNEY AT LAW

[NOTARY PROVISION ON FOLLOWING PAGE]

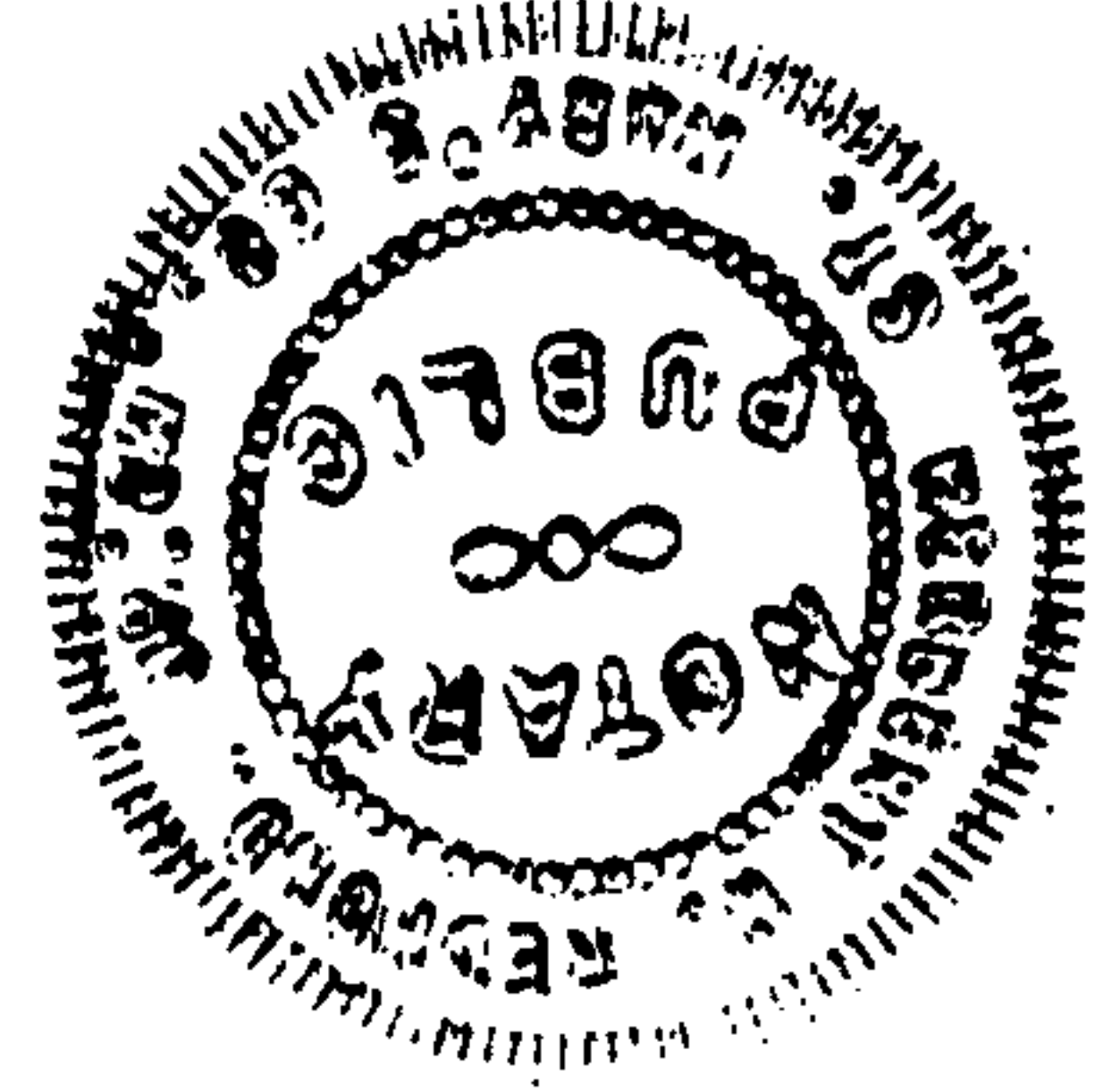
STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 12th day of April, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John F. Wood, Jr., who acknowledged himself to be the President of WICOMICO, INC., [the "Corporation"] 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 and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal:

Herbert N. Redmond
Notary Public

My Commission Expires: April 01, 2001



State of Maryland Land Instrument Intake Sheet
 Baltimore City County: ST MARY'S

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)

1 **Type(s) of Instruments** Check Box if Addendum Intake Form is Attached.
 Deed Mortgage Other
 Deed of Trust Lease
 2 **Conveyance Type Check Box** 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)** Government Agency
 Recordation
 State Transfer
 County Transfer

4 **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only	
		Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$ 1.00	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	\$

Fees

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

6 **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 <input type="checkbox"/> (5)
(4)	04055233, 05324	126/436			
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
WILCOMICO SHORES		Parcel A & B			477/24
Location/Address of Property Being Conveyed (2)					SqFt/Acreage (4)
					7,340 acs + 1500 sq ft
Other Property Identifiers (if applicable)				Water Meter Account No.	
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
If Partial Conveyance, List Improvements Conveyed: <u>none</u>					

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
WILCOMICO, INC	
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 Holly wood 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		<input type="checkbox"/> Return to Contact Person
Name:	J.F. Mitchell	<input checked="" type="checkbox"/> Hold for Pickup
Firm:	PO Box 347	<input type="checkbox"/> Return Address Provided
Address:	Leonardtown MD 20650	
Phone:	(201) 475-3544	

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

Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify:
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification		
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:

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (6/95)

LIBER 1528 FOLIO 522

EASEMENT

This Easement, Made this 12 day of April in the year one thousand nine hundred and ninety-five, by and between **CHAPTICO LAND DEVELOPMENT COMPANY**, a Maryland Corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said **CHAPTICO LAND DEVELOPMENT COMPANY**, does grant unto the said **ST. MARY'S COUNTY METROPOLITAN COMMISSION**, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to construct thereupon, under or across, a public sewer system, to include a sewer main, and a public water system, to include a water main, and thereafter to operate, maintain, repair and inspect said systems and remove and replace all necessary materials and equipment associated therewith. The easement granted herein is for the construction and maintenance of underground pipe.

The general location of the sewer system and the water system as well as the bouncaries of this Easement are designated as follows:

"PERMANENT UTILITY EASEMENT NO.1, 1.448± ACRES, and "PERMANENT UTILITY EASEMENT NO.2, 21,039± S.F. , as set forth on a Plat entitled *SUBDIVISION FOR WICOMICO SHORES WASTEWATER TREATMENT FACILITIES* recorded among the Land Records of St. Mary's County, Maryland, at Liber 47, Folio 124

Being part of the same land conveyed to **CHAPTICO LAND DEVELOPMENT COMPANY**, a Maryland Corporation, by deed dated December 15, 1986, by Chaptico Recreation Corporation, a Maryland Corporation, and recorded among the Land Records of St. Mary's County, Maryland , at Liber 361, Folio 276.

WITNESS the hand and seal of said Grantor:

CHAPTICO LAND DEVELOPMENT COMPANY

by *John F. Wood* (SEAL)
John F. Wood, President

[NOTARY PROVISION TO FOLLOW]

APR 28 2010 11:30 AM
ST. MARY'S COUNTY, MARYLAND
RECORDS & CLERK
1000 W. MARYLAND AVE.
P.O. BOX 38
ST. MARYS, MD 20688

RECORDING FEE 0.00
TOTAL 0.00
Rec#15488 Rof#1330339
EIN 1101814283
APR 28 2010 11:30 AM

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

I HEREBY CERTIFY, That on this 12th day of April, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John F. Wood who acknowledged himself to be the President of CHAPTICO LAND DEVELOPMENT COMPANY [the "Corporation"] 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 and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal:

Hubert M. Redmond
Notary Public
My Commission Expires: April 01, 2001

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

Joseph F. McLeod
ATTORNEY AT LAW



QUIT CLAIM EASEMENT

This Easement, Made this 12 day of April in the year Two Thousand, by and between WICOMICO, INC., a Maryland Corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said WICOMICO, INC., does grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon certain lands owned by the Grantor and to construct thereunder or across, an underground public sewer system, to include a sewer main, and an underground public water system, to include a water main, and thereafter to enter upon said lands to operate, maintain, repair and inspect said systems and remove and replace all necessary materials and equipment associated therewith.

The general location of the sewer system and the water system as well as the boundaries of this Easement are as follows:

1. Within those roadways, lanes, boulevards and streets as set forth on a plat entitled "MASTER PLAN, WICOMICO SHORES, YACHT & COUNTRY CLUB" recorded among the Land Records of St. Mary's County, Maryland, at Liber 126, Folio 440, more specifically described as within Lake Drive to Lake Drive North to Diplomat Drive to Channel Drive North to Chancery Road to Lot 19 more particularly described below.
2. A twenty (20) foot non-exclusive easement for underground pipe and driveway, to be located by mutual agreement of the parties hereto, across Lot 19, Section 2, Block 1, Plat 6, Wicomico Shores;
3. Within the platted and unplatted extension of Sycamore Drive, more particularly set forth on a plat entitled "PLAT 2 SECTION 1, WICOMICO SHORES YACHT & COUNTRY CLUB" recorded among the Plat Records of St. Mary's County, Maryland, at Book 7, page 51.

Being part of the same land conveyed to WICOMICO, INC., a Maryland corporation, by deed dated September 28, 1982, by Hyman P. Tatelbaum, Trustee in Bankruptcy, of R.R.R. & G., Inc., and recorded among the Land Records of St. Mary's County, Maryland, at Liber 126, Folio 436.

WITNESS the hand and seal of said Grantor:

WICOMICO, INC.,

by [Signature] (SEAL)
John F. Wood, President

[NOTARY PROVISION TO FOLLOW]

APR 28 2000 11:03 AM
 EMD LLC 11042200
 READING ROOM 11042200
 TOTAL 6.00
 TR TAX STATE 6.00
 TR TAX COUNTY 0.00
 RECORDED 3.00
 RECORDING FEE 3.00
 UP TO STATE 0.00

RECORDING FEE 3.00
 TOTAL 6.00
 RECORDED 11042200
 EMD LLC 11042200
 APR 28 2000 11:03 AM

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

I HEREBY CERTIFY, That on this 12th day of April, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John F. Wood, who acknowledged himself to be the President of WICOMICO, INC., [the "Corporation"] 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 and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

WITNESS my hand and Notarial Seal:

Herbert H. Redmond
Notary Public
My Commission Expires: April 01, 2001

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

Joseph F. Mitchell
ATTORNEY AT LAW



AMENDMENT TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT, Made this 25th day of January 2001, by and between the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and Corporate, Grantee. hereinafter referred to as the "Commission" and C. Mackall Ricketts, Elizabeth I. Ricketts, husband and wife, Martel T. Ricketts and Isobel I. Ricketts, husband and wife hereinafter referred to as the "Developer".

IMP FD SURF \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00

WITNESSETH

WHEREAS, the parties hereto entered into a Public Works Agreement, dated October 1993, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 0834, Page 453, and Liber 006 Page 97, incorporated by reference herein;

Res#SM02 Rcpt#999999
EWA NB BIK#1411
AUG 16, 2001 11:44 am

WHEREAS, the parties hereto are desirous of amending certain provisions of said Public Works Agreement, as more particularly set forth below;

NOW, THEREFORE, the Parties hereto agree as follows:

Paragraph FOURTEENTH of said Public Works Agreement is deleted in its entirety, and in its place the following is substituted:

FOURTEENTH: Upon acceptance of the facilities, the Commission will have the option of connecting any customers it deems feasible to accept. However, the Commission guarantees the right of the developer [as therein defined] to serve his two (2) lots with sewer service. In the event of other connection to the sewage force main along Rosebank Road, that is, after an allocation has been granted to the St. Clements Shores WWTP by the Planning Commission, the Developer will be reimbursed per the following equation:

RECORDING FEE 0.00
TOTAL 0.00
Res#SM02 Rcpt#999999
EWA NB BIK#1411
AUG 16, 2001 11:46 am

Ricketts Property Rebate

Rebate per Edu/Connection=ACC/9

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

9=Total available connections in force main.

Upon written notice to the commission by Developer of the intention of a proposed user to connect to the force main, the commission will collect and rebate to the Developer the aforementioned rebates, up to a total of Seven (7) rebates. The Commission will continue to honor this rebate provision until December 31, 2010.

All other terms and conditions of the original Public Works agreement not inconsistent with the foregoing shall remain in full force and effect.

WITNESS:

Elizabeth I. Ricketts

C. Mackall Ricketts

(OWNER) C. MACKALL RICKETTS

C. Mackall Ricketts

Elizabeth I. Ricketts
(OWNER) ELIZABETH I. RICKETTS

LIBER 1678 FOLIO 638

BOOK 0008 PAGE 0014

Isabel I. Ricketts

Martel T. Ricketts

Martel T. Ricketts

(OWNER) MARTEL T. RICKETTS

Isabel I. Ricketts

(OWNER) ISABEL I. RICKETTS

ATTEST:

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

Isabel I. Ricketts

BY Steven L. King

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

I HEREBY CERTIFY, That this 25th day of January 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared C. Mackall Ricketts, and Elizabeth I. Ricketts, his wife, and did acknowledge in the foregoing ~~Deed of Easement and Agreement~~ to be their voluntary act

WITNESS my hand and Notarial Seal.

*Amendment to
Public Works
Agreement. JCH*

Deborah Setts
Notary Public

My Commission expires: 12/15/02

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

I HEREBY CERTIFY, That this 25th day of January 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Martel T. Ricketts, and Isobel I. Ricketts, his wife, and did acknowledge in the foregoing ~~Deed of Easement and Agreement~~ to be their voluntary act

WITNESS my hand and Notarial Seal.

*Amendment to
Public Works
Agreement. JCH*

Deborah Setts
Notary Public

My Commission expires

12/15/02

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

I HEREBY CERTIFY, That on this 25th day of January, 2001, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. King, who acknowledged himself to be Director of the St. Mary's County Metropolitan Commission,

LIBER 1678 FOLIO 639

BOOK 0008 PAGE 0015

Grantee in the foregoing instrument, and he, being authorized so to do, acknowledged the aforesaid ~~Deed of Easement~~ and Agreement to be his act and the act and deed of the said St. Mary's County Metropolitan Commission.

*Amendment to
Public works
Agreement.
JCH*

WITNESS my hand and Notarial Seal.

Deborah Settle

Notary Public

My Commission expires:

12/15/02

LIBER 1742 FOLIO 319

BOOK 0008 PAGE 0016

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT, Made this 28TH day of DECEMBER in the year two thousand one [2001], by and between SEYMOUR, INC., a Maryland corporation, Grantor, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that for NO monetary consideration, [\$0.00] but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said SEYMOUR, INC. does grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to install, operate, maintain, repair and inspect a public water system, to include, a water main, and if necessary, a fire hydrant, and remove and replace all necessary materials and equipment associated therewith. To effectuate the aforesaid purposes, Grantors grant unto Grantee both a Temporary Construction Easement and a Permanent Easement.

The general location of the water system as well as the boundaries of these Easements are within the lands of the Grantors, being the same land conveyed to SEYMOUR, INC., by deed dated December 17, 1982, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 132. Folio 134, and as set forth on a plat entitled "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT, LAND OF SEYMOUR, INC." dated December 10, 2001, prepared by D. H. Steffens Co., attached hereto and incorporated herein.

WITNESS the hands and seals of said Grantors:

SEYMOUR, INC., a Maryland corporation

TOTAL 0.00
Rest#0002 Rept#999999

by: Seymour Marmer (SEAL)
Name: SEYMOUR MARMER
Office: PRESIDENT

EHA TLC 31K#1378
Jan 18, 2002 01:59 PM

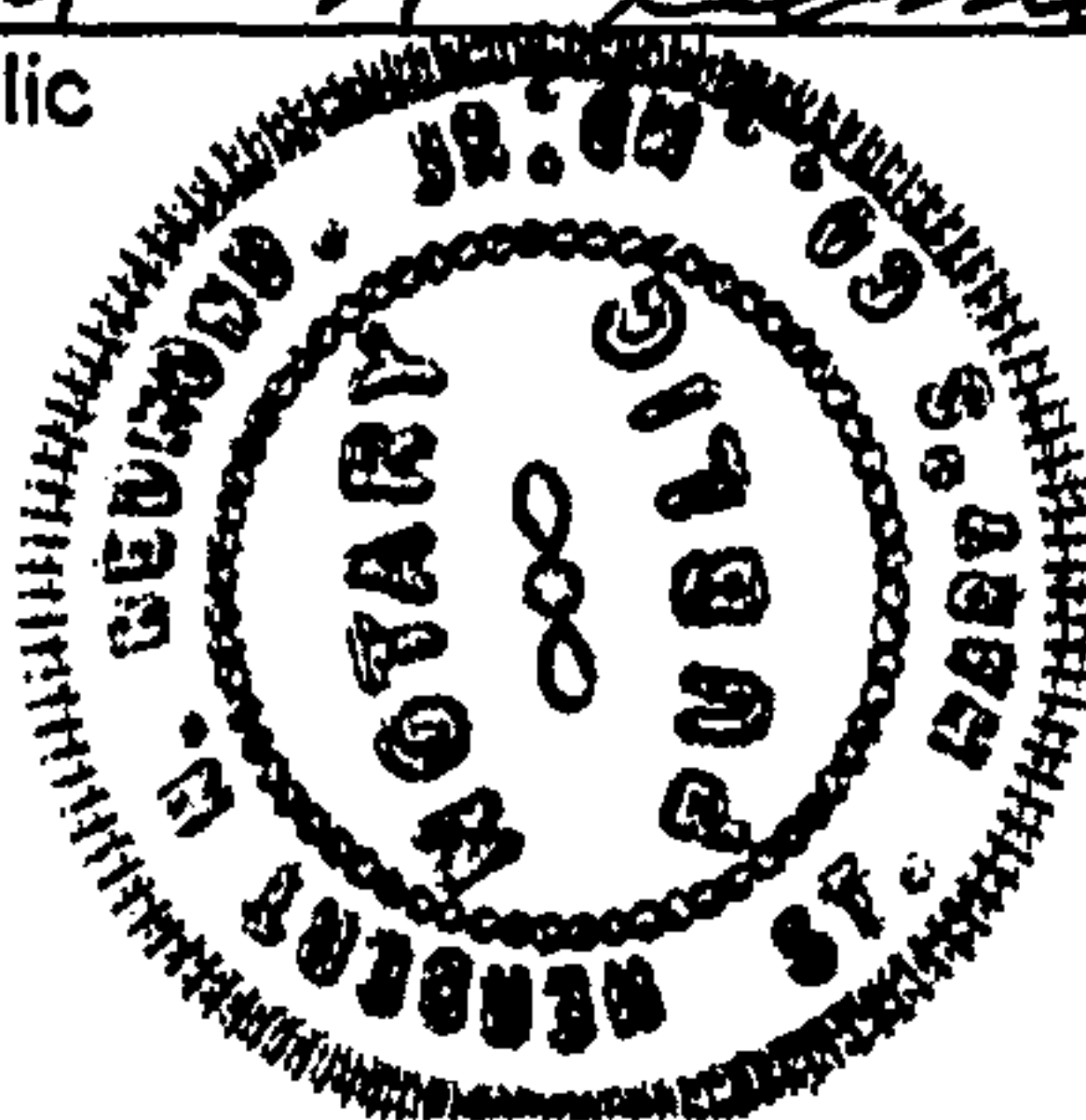
STATE OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 28th day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared SEYMOUR MARMER, who acknowledged himself to be the PRESIDENT of SEYMOUR, INC., a Maryland corporation, and acknowledged the foregoing Easements to be the act of said corporation.

WITNESS my hand and Notarial Seal:

My Commission Expires: APRIL 01, 2005

Herbert N. Redmond, Jr.
Notary Public
RECORDING FEE 0.00
RECORDATION 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00
JAN 18 2002 01:59 PM



SMA

OLD MD. STATE RTE 5 (40' R.O.W.)
N 17°00'00" E 361.52'

CANTER'S SUBDIVISION
PLAT BOOK CBG 013-456

498.85'



444.82'

SEYMOUR INC.
FIRST PARCEL
MRB 132-17
3.92 ACS*

BRINSFIELD ECHOLS LLC.
EWA 1437-032
2.4 ACS*

N 73°00'00" W

SECOND PARCEL

S 73°00'00" E

TEMPORARY 10' CONSTRUCTION EASEMENT

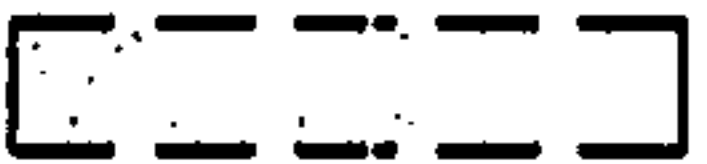
PERMANENT 10' UTILITY EASEMENT

S 08°30'00" W

365.54'

MARYLAND STATE RTE. 5

VARIABLE WIDTH R.O.W.



- TEMPORARY 10' CONSTRUCTION EASEMENT



- PERMANENT 10' UTILITY EASEMENT

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LAND OF

SEYMOUR INC.

5TH ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

PRINTED
DEC 11 2001
D.H. STEFFENS CO.



- NOTES:
- 1) Lot Corners have not been set by this survey unless otherwise indicated.
 - 2) This plan was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown, nor is it to be used to locate property lines.
 - 3) The property lines shown on this exhibit are based on an unrecorded survey by the D. H. Steffens Co. dated May 1983, which was based on deeds and plats recorded in the St. Mary's County Land Records, and does not represent a current boundary survey by this firm.
 - 4) The D. H. Steffens Company assumes no responsibility for changes which may occur to this plat after the date of the signature by the licensed Surveyor.

Herbert N. Redmond, J. Dec. 11, 2001

DH Steffens Co. ENGINEERS
LAND SURVEYORS
LAND PLANNERS

517 CHARLES STREET • LA PLATA, MD 20646 • 934-2921 • 870-8263
22335 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2226 • 1-800-931-1568

PLAT BOOK	PLAT NO.	DATE	SCALE
LIBER	FOLIO	12/10/01	1" = 60'
JOB NO.	FILE NO.	DRAFTED	CHECKED
50122-0101	SM05-0122-000	RVB	

LIBER 1742 FOLIO 321

BOOK 0008 PAGE 18

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT, Made this 19th day of DECEMBER in the year two thousand one [2001], by and between LEONARD STANLEY BUCKLER and NORMA C. BUCKLER, husband and wife, Grantors, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that for NO monetary consideration, [\$0.00] but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said LEONARD STANLEY BUCKLER and NORMA C. BUCKLER, do grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to install, operate, maintain, repair and inspect a public water system, to include, a water main, and if necessary, a fire hydrant, and remove and replace all necessary materials and equipment associated therewith. To effectuate the aforesaid purposes, Grantors grant unto Grantee both a Temporary Construction Easement and a Permanent Easement.

The general location of the water system as well as the boundaries of these Easements are within the lands of the Grantors, being the same land conveyed to Leonard Stanley Buckler and Norma C. Buckler, husband and wife, by deed dated December 18, 1959, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 85, Folio 408, and as set forth on a plat entitled "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT, LAND OF LEONARD STANLEY & NORMA N. BUCKLER" dated December 12, 2001, prepared by D. H. Steffen Corp. attached hereto and incorporated herein.

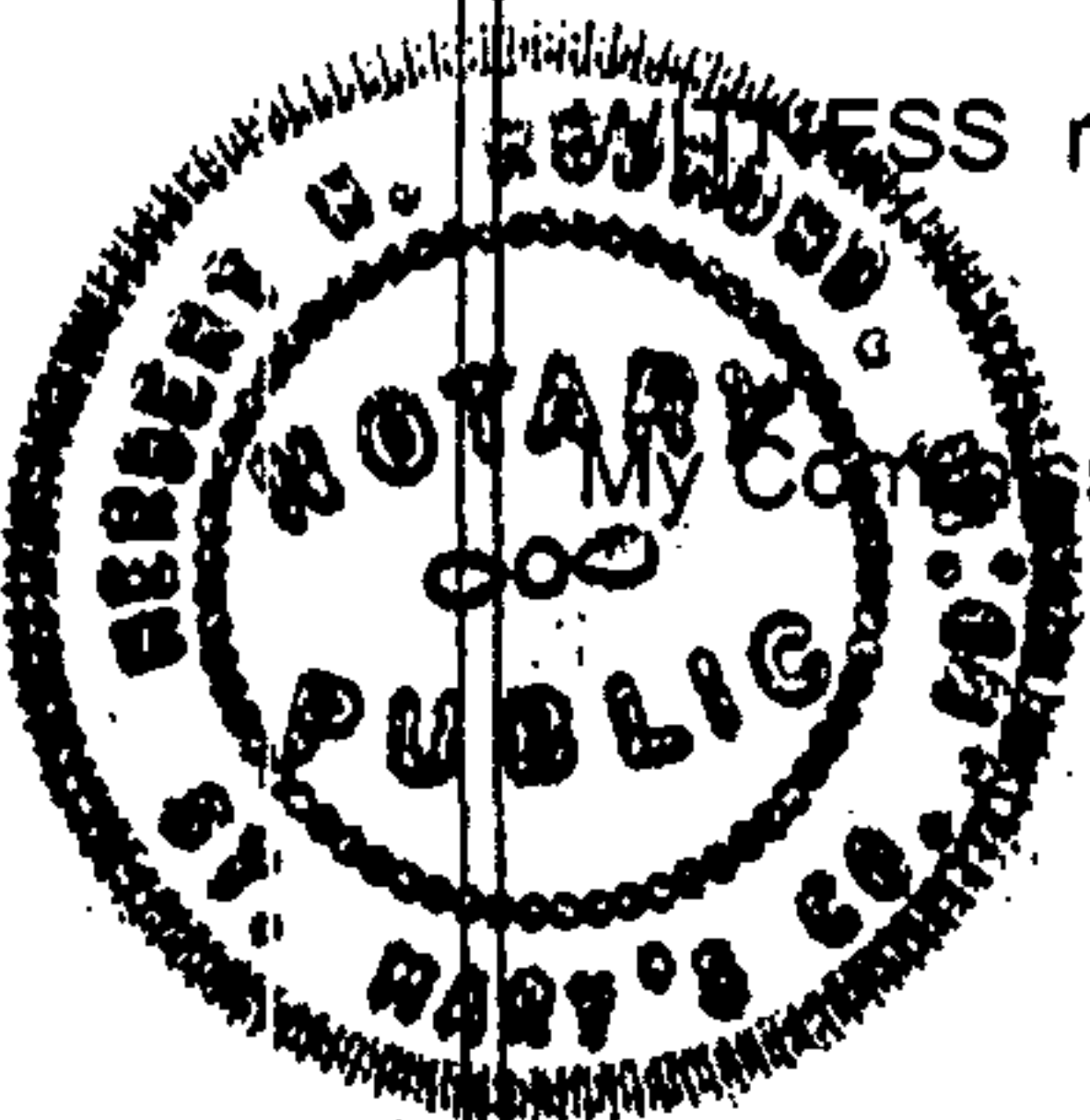
WITNESS the hands and seals of said Grantors:

Leonard Stanley Buckler (SEAL) LEONARD STANLEY BUCKLER TR TAX STATE 0.00
Norma C. Buckler (SEAL) NORMA C. BUCKLER 0.00
TOTAL 0.00
Recording Fee 0.00
Recording Tax 0.00
TR TAX COUNTY 0.00
Jan 18, 2002 02:00 PM

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

I HEREBY CERTIFY, That on this 19th day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared LEONARD STANLEY BUCKLER and NORMA C. BUCKLER who acknowledged the foregoing Easements to be their act.

WITNESS my hand and Notarial Seal:



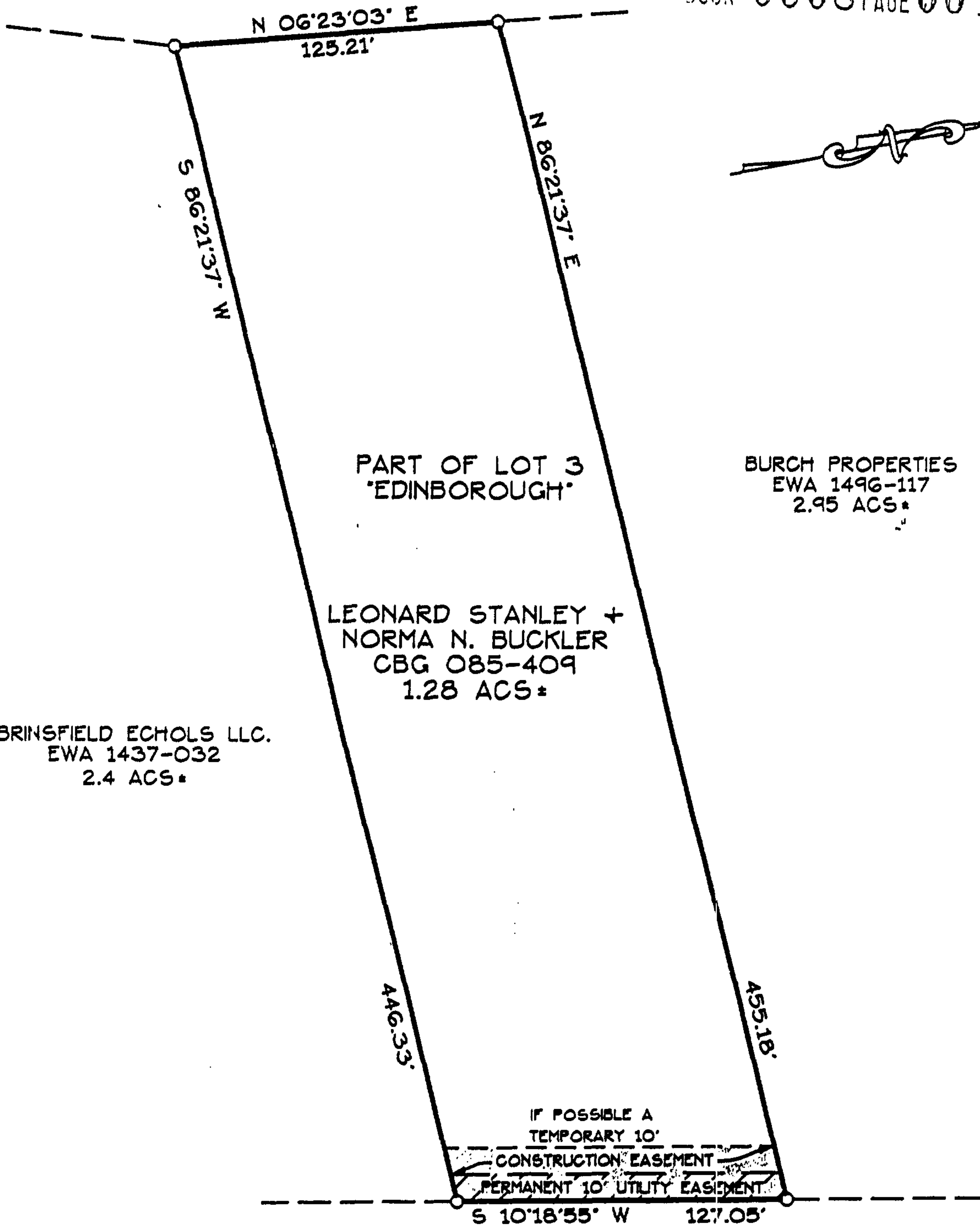
Herbert H. Redmond (Signature) Notary Public

Recording Fee 0.00
Recording Tax 0.00
TR TAX COUNTY 0.00
TOTAL 0.00
Recording Fee 0.00
Recording Tax 0.00
TR TAX COUNTY 0.00
Jan 18, 2002 02:13 PM

SMA

OLD MD. STATE RTE 5
(40' R.O.W.)

BOOK 0008 PAGE 0019



BRINSFIELD ECHOLS LLC.
EWA 1437-032
2.4 ACS*

LEONARD STANLEY +
NORMA N. BUCKLER
CBG 085-409
1.28 ACS*

BURCH PROPERTIES
EWA 1496-117
2.95 ACS*

MARYLAND STATE RTE. 5

VARIABLE WIDTH R.O.W.

--- - TEMPORARY 10' CONSTRUCTION EASEMENT

/// - PERMANENT 10' UTILITY EASEMENT

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LAND OF

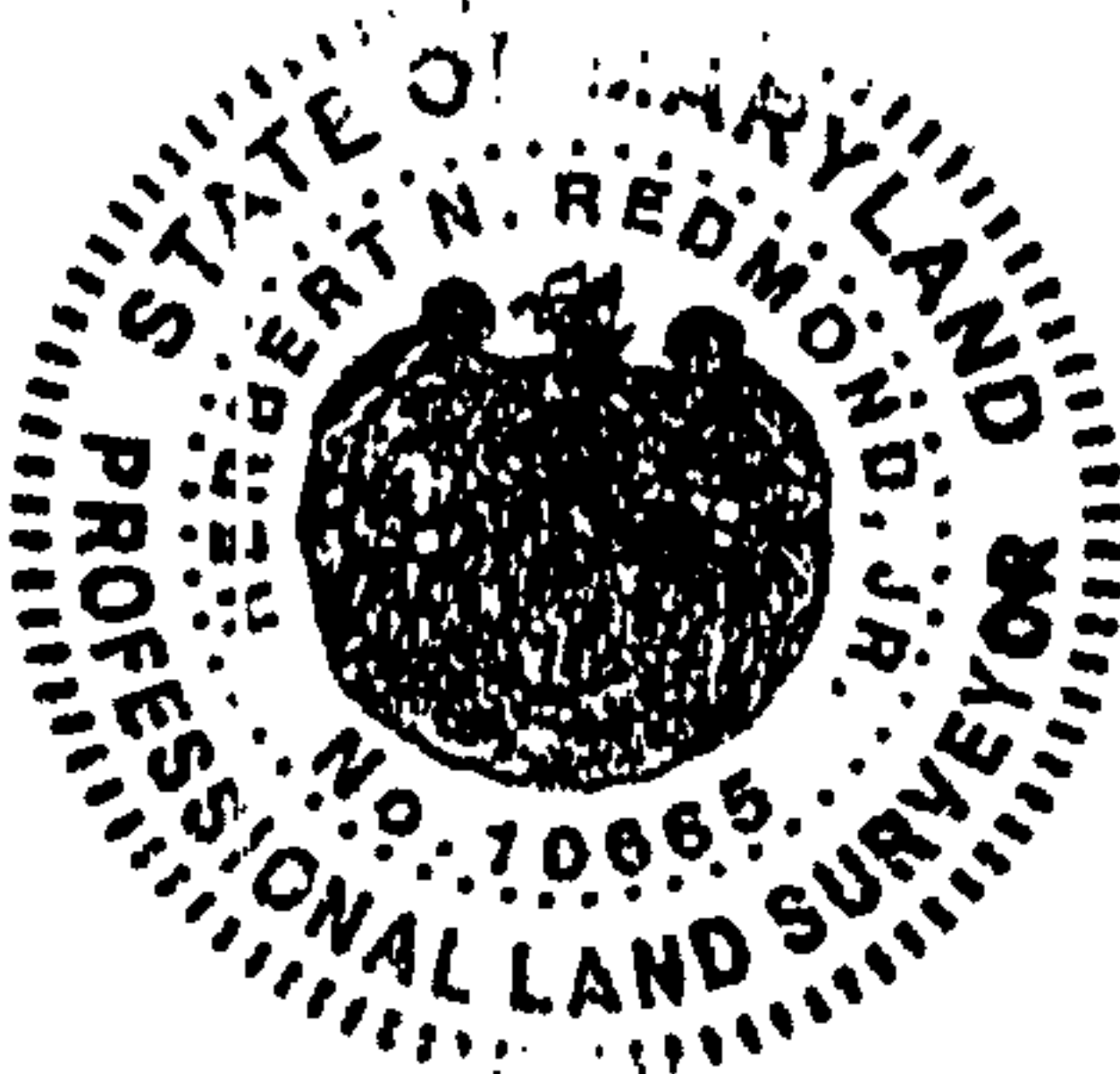
**LEONARD STANLEY &
NORMA N. BUCKLER**

5TH ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

PRINTED

DEC 11 2001

D.H. STEFFENS CO.



NOTES:

- 1) Lot Corners have not been set by this survey unless otherwise indicated.
- 2) This plan was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown, nor is it to be used to locate property lines.
- 3) The property lines shown on this exhibit are based on an unrecorded survey by the D. H. Steffens Co. dated July 1987, which was based on deeds and plats recorded in the St. Mary's County Land Records, and does not represent a current boundary survey by this firm.
- 4) The D. H. Steffens Company assumes no responsibility for changes which may occur to this plat after the date of the signature by the licensed Surveyor.

Herbert N. Redmond, Jr. Dec. 11, 2001



DH Steffens Co.

ENGINEERS
LAND SURVEYORS
LAND PLANNERS

317 CHARLES STREET • LA PLATA, MD 20646 • 984-2921 • 870-8253
22335 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2228 • 1-800-331-1568

PLAT BOOK	PLAT NO.	DATE	SCALE
LIBER	FOLIO	12/10/01	1" = 60'
JOB NO.	FILE NO.	DRAFTED RVB	CHECKED
50122-0101	SM05-0122-000		

LIBER 1742 FOLIO 323

BOOK 0008 PAGE 0020

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT, Made this 20 day of DECEMBER in the year two thousand one [2001], by and between BURCH PROPERTIES, L.L.C, a Maryland Limited Liability Company, Grantors, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

IMP. FD. SURE \$ 0.00

WITNESSETH, that for NO monetary consideration, [\$0.00] but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said BURCH PROPERTIES, L.L.C. does grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to install, operate, maintain, repair and inspect a public water system, to include, a water main, and if necessary, a fire hydrant, and remove and replace all necessary materials and equipment associated therewith. To effectuate the aforesaid purposes, Grantors grant unto Grantee both a Temporary Construction Easement and a Permanent Easement.

RECORDING FEE 0.00
RECORDATION 1 0.00

The general location of the water system as well as the boundaries of these Easements are within the lands of the Grantors, being the same land conveyed to BURCH PROPERTIES, L.L.C, by deed dated October 27, 1999, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 1496, Folio 117, and as set forth on a plat entitled "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT, LAND OF BURCH PROPERTIES LLC." dated December 10, 2001, prepared by D. H. Steffens Co., attached hereto and incorporated herein.

TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00

WITNESS the hands and seals of said Grantors:

BURCH PROPERTIES, L.L.C

Rest#5002 Acct#999999
LWA TLC Blk#1378
Jan 18, 2002 02:01 PM

by: F. Elliott Burch, Jr. (SEAL)
Managing Member
F. Elliott Burch Jr

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

I HEREBY CERTIFY, That on this 20 day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared F. Elliott Burch, Jr. who acknowledged himself to be the Managing Member of BURCH PROPERTIES, L.L.C. and acknowledged the foregoing Easements to be his act as Managing Member of the said Limited Liability Company.

WITNESS my hand and Notarial Seal:

My Commission Expires: 3/1/2005

Phillip A. Eustace
Notary Public
RECORDING FEE 0.00
RECORDATION 1 0.00
LWA TLC Blk#1378
Jan 18, 2002 02:14 PM



ShA.

N 06'23'03" E
151.57'

N 03'43'25" E
127.21'

S 86'21'37" W

N 86'21'37" E

DONALD B. BURCH ET AL
MRB 504-267
2.37 ACS*

BURCH PROPERTIES LLC.
PARCEL TWO
EWA 1496-117
2.95 ACS*

PART OF LOT 3
'EDINBOROUGH'

PART OF LOT 2
'EDINBOROUGH'

LEONARD STANLEY +
NORMA N. BUCKLER
CBG 085-409
1.28 ACS*

455.18'

480.93'

TEMPORARY 10' CONSTRUCTION EASEMENT

PERMANENT 10' UTILITY EASEMENT

S 10'18'55" W

283.79'

MARYLAND STATE RTE. 5 VARIABLE WIDTH R.O.W.

[---] - TEMPORARY 10' CONSTRUCTION EASEMENT

[//] - PERMANENT 10' UTILITY EASEMENT

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LAND OF

BURCH PROPERTIES LLC.

5TH ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

PRINTED

DEC 11 2001

D.H. STEFFENS CO.



NOTES:

- 1) Lot Corners have not been set by this survey unless otherwise indicated.
- 2) This plan was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown, nor is it to be used to locate property lines.
- 3) The property lines shown on this exhibit are based on an unrecorded survey by the D. H. Steffens Co. dated July 1987, which was based on deeds and plats recorded in the St. Mary's County Land Records, and does not represent a current boundary survey by this firm.
- 4) The D. H. Steffens Company assumes no responsibility for changes which may occur to this plat after the date of the signature by the licensed Surveyor.

Herbert N. Redmond, Jr. Dec 11, 2001



DH Steffens Co.

ENGINEERS
LAND SURVEYORS
LAND PLANNERS

317 CHARLES STREET • LA PLATA, MD 20646 • 934-2821 • 870-8259
22835 EXPLORATION DR., SUITE 1120 • LEXINGTON PARK, MD 20658 • 862-2226 • 1-800-331-1588

PLAT BOOK	PLAT NO.	DATE	SCALE
LIBER	FOLIO	12/10/01	1" = 60'
JOB NO.	FILE NO.	DRAFTED RVB	CHECKED
50122-0101	SM05-0122-000		

LIBER 1742 FOLIO 325

BOOK 0308 PAGE 0022

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT, Made this 21 day of DECEMBER in the year two thousand one [2001], by and between DONALD B. BURCH and JEROME L. MICHAEL, JR., Trustees of Burch Trust Number One and F. ELLIOTT BURCH, JR. AND JOSEPH A. FOWLER, Trustees of Burch Trust Number Two, Grantors, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

WITNESSETH, that for NO monetary consideration, [\$0.00] but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said DONALD B. BURCH and JEROME L. MICHAEL, JR., Trustees of Burch Trust Number One and F. ELLIOTT BURCH, JR. AND JOSEPH A. FOWLER, Trustees of Burch Trust Number Two, do grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to install, operate, maintain, repair and inspect a public water system to include, a water main, and if necessary, a fire hydrant, and remove and replace all necessary materials and equipment associated therewith. To effectuate the aforesaid purposes, Grantors grant unto Grantee both a Temporary Construction Easement and a Permanent Easement.

The general location of the water system as well as the boundaries of these Easements are within the lands of the Grantors, being the same land conveyed to DONALD B. BURCH and JEROME L. MICHAEL, JR., Trustees of Burch Trust Number One and F. ELLIOTT BURCH, JR. AND JOSEPH A. FOWLER, Trustees of Burch Trust Number Two, by deed dated November 10, 1989, and recorded among the Land Records of St. Mary's County, Maryland, at Liber 504, Folio 267, and as set forth on a plat entitled "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT, LAND OF DONALD B. BURCH ET AL" dated December 10, 2001, prepared by D. H. Steffens Co., attached hereto and incorporated herein.

WITNESS the hands and seals of said Grantors:

Burch Trust Number One

by: Donald B. Burch (SEAL)
DONALD B. BURCH, Trustee

Jerome L. Michael, Jr. (SEAL)
JEROME L. MICHAEL, JR. Trustee

Burch Trust Number Two

by: F. Elliott Burch, Jr. (SEAL)
F. ELLIOTT BURCH, Trustee

Joseph A. Fowler (SEAL)
JOSEPH A. FOWLER, Trustee

RECORDATION FEE 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00
Rest#002 Rcpt#999999
EMA TLC BIR#1378
Jan 18, 2002 02:01 PM

RECORDED
FEB 10 2002 10 11 AM
ST. MARY'S COUNTY
LIBRARY

[NOTARY PROVISIONS ON FOLLOWING PAGE]

Sh.A.

LIBER 1742 FOLIO 326

BOOK 0608 PAGE 0-23

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

I HEREBY CERTIFY, That on this 21 day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared DONALD B. BURCH, who acknowledged himself to be a Trustee of Burch Trust Number One and acknowledged the foregoing Easements to be his act as Trustee on behalf of the aforesaid Trust.

WITNESS my hand and Notarial Seal:

Phyllis A. Burch
Notary Public



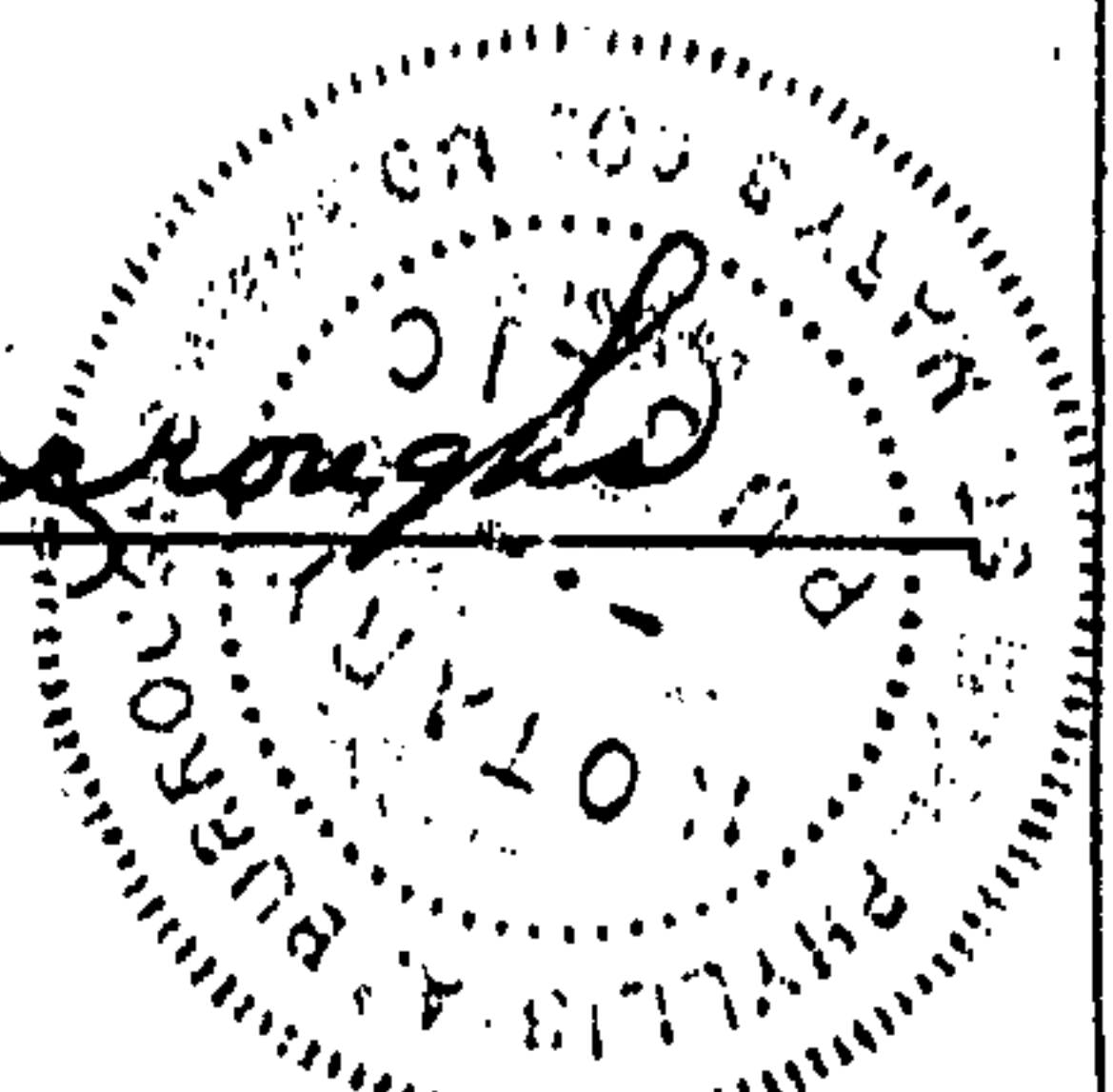
My Commission Expires: 3/1/2004

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

I HEREBY CERTIFY, That on this 21 day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared JEROME L. MICHAEL, JR., who acknowledged himself to be a Trustee of Burch Trust Number One and acknowledged the foregoing Easements to be his act as Trustee on behalf of the aforesaid Trust.

WITNESS my hand and Notarial Seal:

Phyllis A. Burch
Notary Public



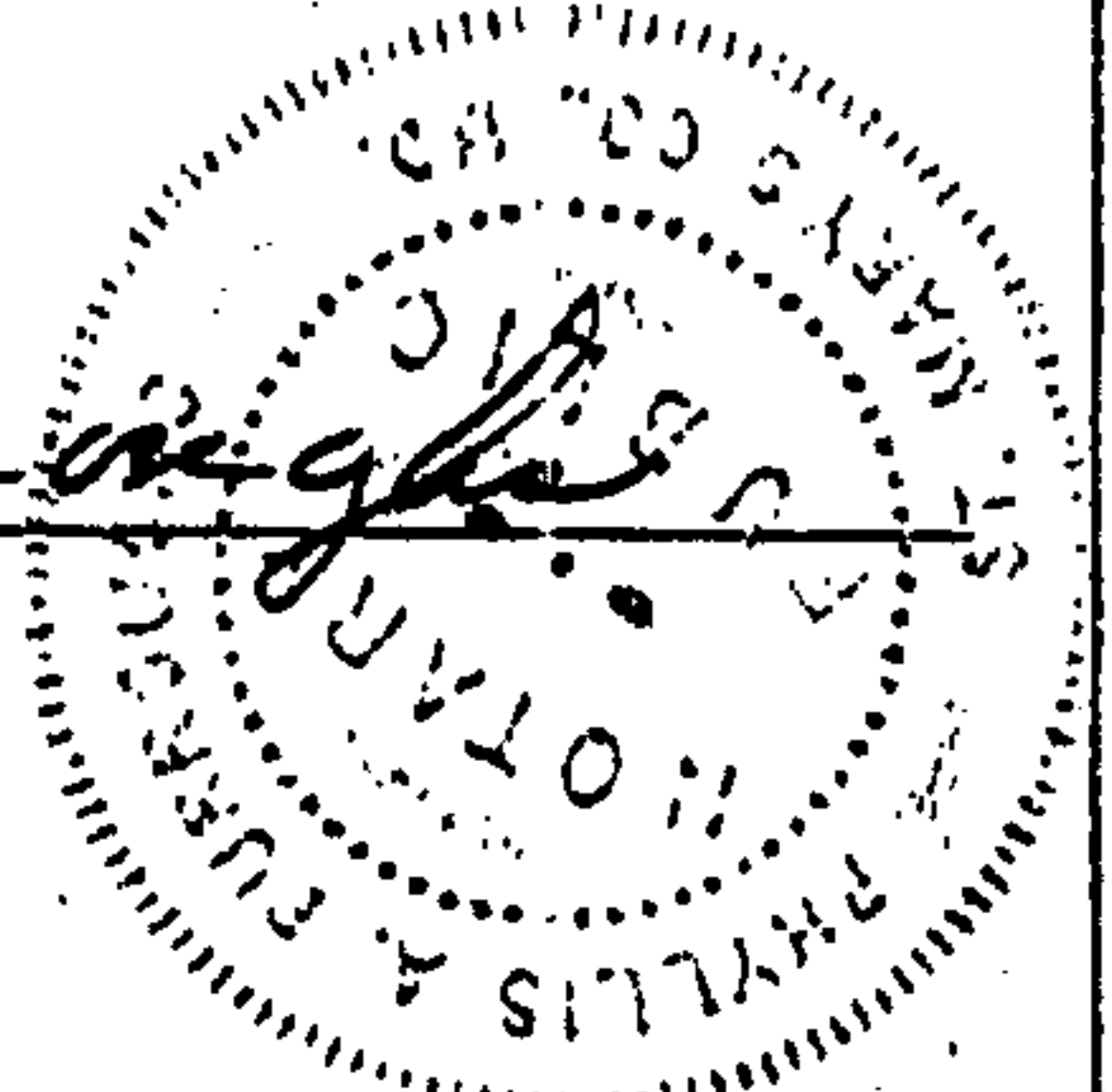
My Commission Expires: 3/1/2004

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

I HEREBY CERTIFY, That on this 21 day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared F. ELLIOTT BURCH, JR. who acknowledged himself to be a Trustee of Burch Trust Number Two and acknowledged the foregoing Easements to be his act as Trustee on behalf of the aforesaid Trust.

WITNESS my hand and Notarial Seal:

Phyllis A. Burch
Notary Public



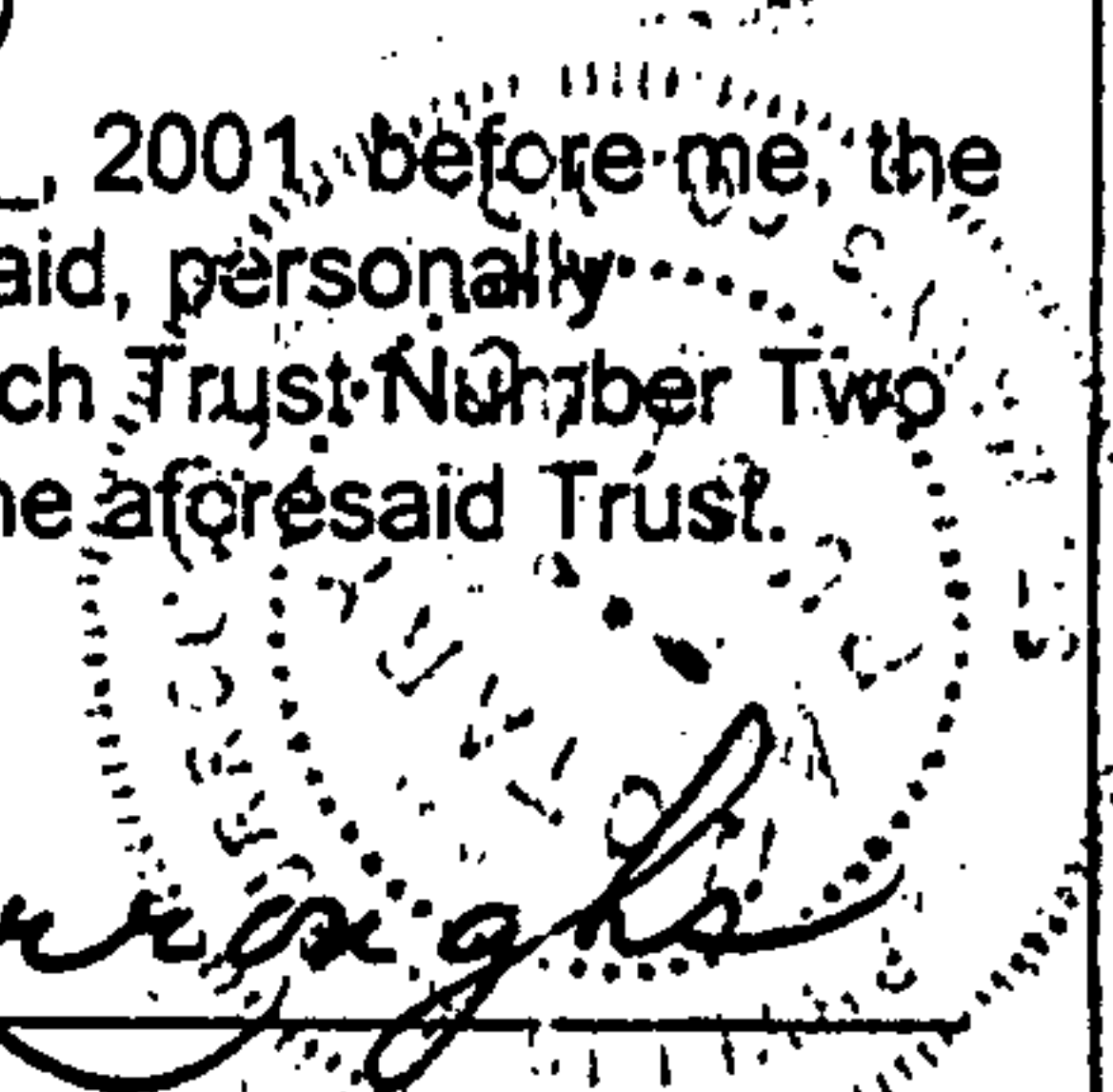
My Commission Expires: 3/1/2004

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

I HEREBY CERTIFY, That on this 21 day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared JOSEPH A. FOWLER, who acknowledged himself to be a Trustee of Burch Trust Number Two and acknowledged the foregoing Easements to be his act as Trustee on behalf of the aforesaid Trust.

WITNESS my hand and Notarial Seal:

Phyllis A. Burch
Notary Public



My Commission Expires: 3/1/2004

OLD MD. STATE RTE 5 (40' R.O.W.)
N 03°43'25" E 209.97'



S 86°21'37" W

N 86°08'04" E

PART OF LOT 2 'EDINBOROUGH'
DONALD B. BURCH ET AL
MRB 504-267

PART OF LOT 2 'EDINBOROUGH'
DONALD B. BURCH ET AL
MRB 504-267

TOTAL AREA 2.37 ACS*

THOMAS G. +
PATRICIA J. FISHER
EWA 704-60
1.04 ACS*

BURCH PROPERTIES LLC.
EWA 1496-117
2.95 ACS*



480.93'

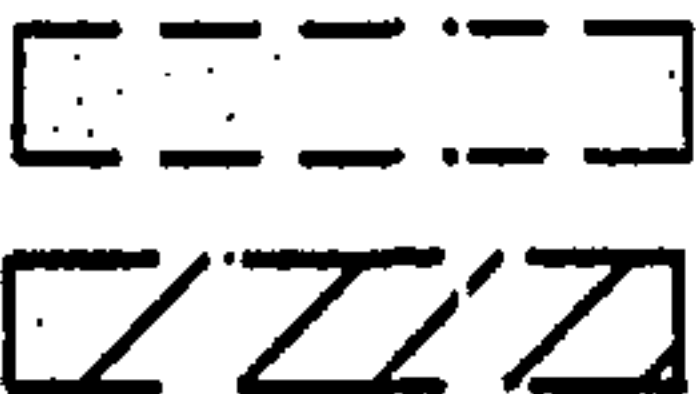
506.27'

TEMPORARY 10' CONSTRUCTION EASEMENT

PERMANENT 10' UTILITY EASEMENT

S 10°18'55" W

216.62'



- TEMPORARY 10' CONSTRUCTION EASEMENT
- PERMANENT 10' UTILITY EASEMENT

MARYLAND STATE RTE. 5
VARIABLE WIDTH R.O.W.

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LAND OF

DONALD B. BURCH ET AL
5TH ELECTION DISTRICT
ST. MARY'S COUNTY, MARYLAND

PRINTED

DEC 11 2001

D.H. STEFFENS CO.

NOTES:

- 1) Lot Corners have not been set by this survey unless otherwise indicated.
- 2) This plan was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown, nor is it to be used to locate property lines.
- 3) The property lines shown on this exhibit are based on an unrecorded survey by the D. H. Steffens Co. dated July 1987, which was based on deeds and plats recorded in the St. Mary's County Land Records, and does not represent a current boundary survey by this firm.
- 4) The D. H. Steffens Company assumes no responsibility for changes which may occur to this plat after the date of the signature by the licensed Surveyor.

Robert N. Redmond, Jr. Dec. 11, 2001



DH Steffens Co.

ENGINEERS
LAND SURVEYORS
LAND PLANNERS

317 CHARLES STREET • LA PLATA, MD 20648 • 934-2821 • 870-8283
22336 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2238 • 1-800-331-1668

PLAT BOOK	PLAT NO.	DATE	SCALE
LIBER	FOLIO	12/10/01	1" = 60'
JOB NO.	FILE NO.	DRAFTED	CHECKED
50122-0101	5M05-0122-000	RVB	

LIBER 1742 FOLIO 328

BOOK 0008 PAGE 0015

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT, Made this 19th day of DECEMBER in the year two thousand one [2001], by and between THOMAS G. FISHER and PATRICIA JEAN FISHER, husband and wife, Grantors, of St. Mary's County, Maryland, Party of the First Part, and the ST. MARY'S COUNTY METROPOLITAN COMMISSION, a body politic and corporate of the State of Maryland, Grantee, Party of the Second Part,

IMP. FD. SURE \$ 0.00

WITNESSETH, that for NO monetary consideration, [\$0.00] but for other good and valuable consideration, the receipt of which is hereby acknowledged, the said THOMAS G. FISHER and PATRICIA JEAN FISHER, do grant unto the said ST. MARY'S COUNTY METROPOLITAN COMMISSION, its successors and assigns, forever, the right to enter upon the lands owned by the Grantor and to install, operate, maintain, repair and inspect a public water system, to include, a water main, and if necessary, a fire hydrant, and remove and replace all necessary materials and equipment associated therewith. To effectuate the aforesaid purposes, Grantors grant unto Grantee both a Temporary Construction Easement and a Permanent Easement.

RECORDING FEE 0.00

The general location of the water system as well as the boundaries of these Easements are within the lands of the Grantors, being the same lands conveyed to Thomas G. Fisher and Patricia Jean Fisher, husband and wife, by deeds dated June 12, 1992, recorded among the Land Records of St. Mary's County, Maryland, at Liber 690, Folio 68, and August 26, 1992, recorded among the Land Records of St. Mary's County, Maryland, at Liber 704, Folio 60, and as set forth on a plat entitled "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT EXHIBIT, LAND OF THOMAS G. & PATRICIA J. FISHER" dated December 12, 2001, prepared by D. H. Steffens Co., attached hereto and incorporated herein.

RECORDATION 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00

WITNESS the hands and seals of said Grantors:

Thomas G. Fisher (SEAL)
THOMAS G. FISHER
Patricia J. Fisher (SEAL)
PATRICIA J. FISHER

TOTAL 0.00
Res#0002 Rcpt#999999
EWA ILC Bk#1378
Jan 18, 2002 02:02 PM

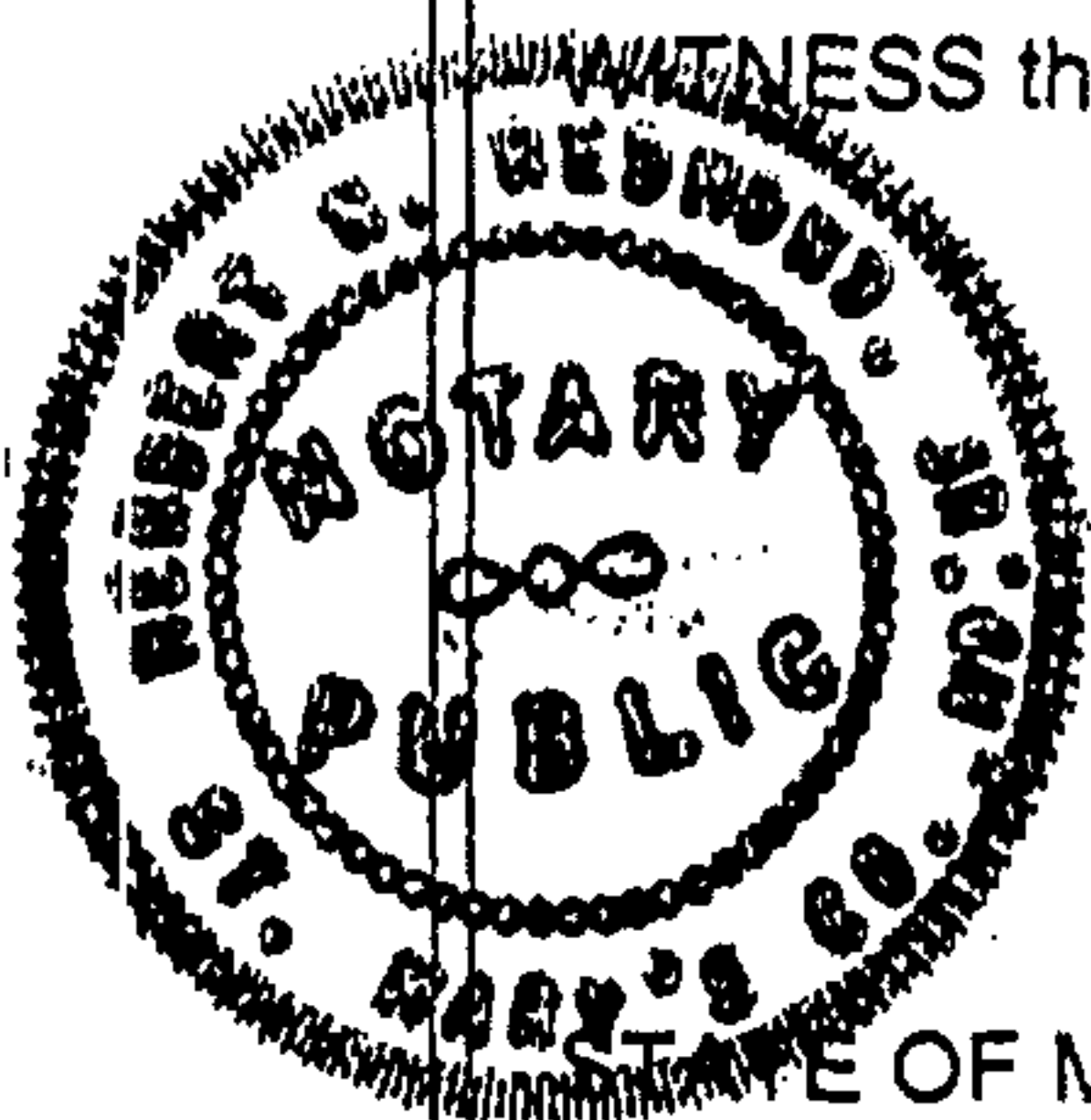
NOTARY PUBLIC OF MARYLAND, County of St. Mary's, to wit:

I HEREBY CERTIFY, That on this 19th day of December, 2001, before me, the subscriber, a Notary Public of the State of Maryland, in and fore the County aforesaid, personally appeared THOMAS G. FISHER and PATRICIA J. FISHER who acknowledged the foregoing Easements to be their act.

WITNESS my hand and Notarial Seal:

Herbert N. Redmond
Notary Public

My Commission Expires: APRIL 01, 2005



RECORDING FEE 0.00
RECORDATION 0.00
TR TAX COUNTY 0.00
TR TAX STATE 0.00
TOTAL 0.00

SMA

OLD MD. STATE RTE 5 (40' R.O.W.)
 R=1800.00 L=181.49
 L=90.40' L=91.09'

BOOK 0008 PAGE 0036



S 86°08'04" W

N 86°21'37" E

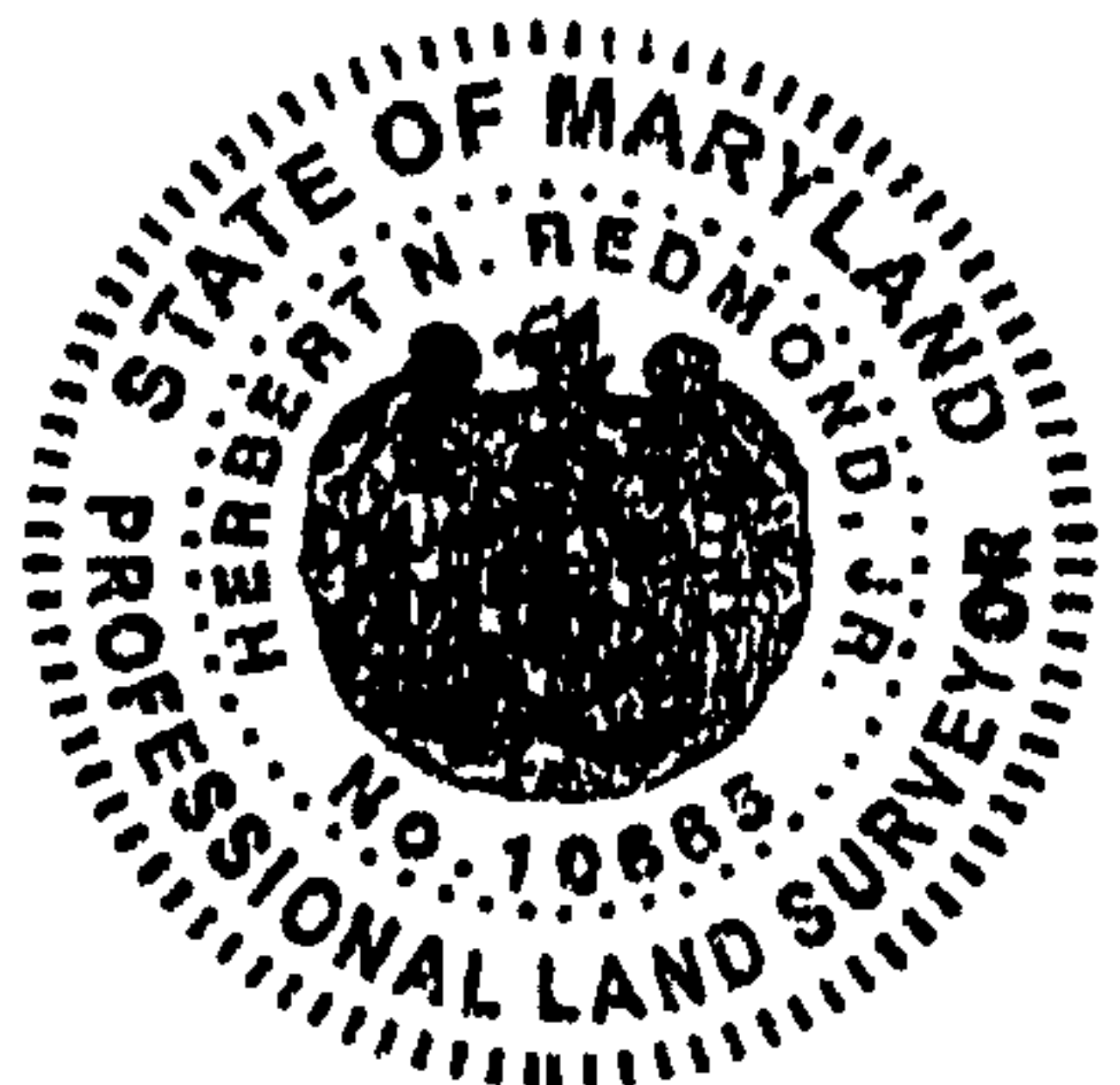
N 86°21'37" E

PART OF LOT 1 'EDINBOROUGH'
 THOMAS G. FISHER
 PATRICIA J. FISHER
 EWA 704-60
 1.04 ACS*

PART OF LOT 1 'EDINBOROUGH'
 THOMAS G. FISHER
 PATRICIA J. FISHER
 EWA 690-68
 1.02 ACS*

INGRID E. HERSHEY
 MRB 569-384

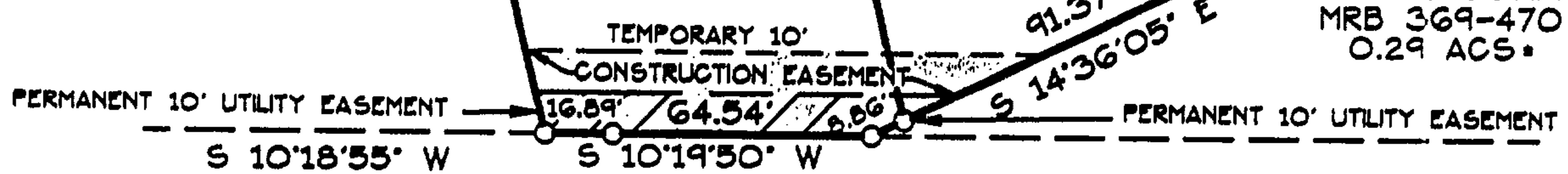
DONALD B. BURCH ET AL
 MRB 504-267
 2.37 ACS*



506.27'

513.10'

474.96'



BURCH OIL COMPANY
 MRB 369-470
 0.29 ACS*

- TEMPORARY 10' CONSTRUCTION EASEMENT
- PERMANENT 10' UTILITY EASEMENT

MARYLAND STATE RTE. 5
 VARIABLE WIDTH R.O.W.

PERMANENT UTILITY EASEMENT AND
 TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 LAND OF

**THOMAS G. &
 PATRICIA J. FISHER**
 5TH ELECTION DISTRICT
 ST. MARY'S COUNTY, MARYLAND

PRINTED
 DEC 11 2001
 D.H. STEFFENS CO.

NOTES:
 1) Lot Corners have not been set by this survey unless otherwise indicated.
 2) This plan was prepared without the benefit of a Title Report which may reveal additional conveyances, easements, rights-of-way or building restriction lines not shown, nor is it to be used to locate property lines.
 3) The property lines shown on this exhibit are based on an unrecorded survey by the D. H. Steffens Co. dated July 1987, which was based on deeds and plats recorded in the St. Mary's County Land Records, and does not represent a current boundary survey by this firm.
 4) The D. H. Steffens Company assumes no responsibility for changes which may occur to this plat after the date of the signature by the licensed Surveyor.

Herbert N. Redmond, Jr. Dec 11, 2001

DH Steffens Co.

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 22835 EXPLORATION DR., SUITE 1020 • LEXINGTON PARK, MD 20653 • 862-2228 • 1-800-331-1588

ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

PLAT BOOK	PLAT NO.	DATE	SCALE
LIBER	FOLIO	12/10/01	1" = 60'
JOB NO.	FILE NO.	DRAFTED	CHECKED
50122-0101	SM05-0122-000	RVB	

remain in force until the expiration of the warranty period as set forward in paragraph EIGHTH; and,

WHEREAS, the Owner/Developer has conveyed to the Commission any and all interests in real property subject to the 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 called the "Commission Property") more particularly set forth in the Record Plat for the Forrest Farm Subdivision, Section 3, Phases I and II and IA, intended to be recorded in the Land Records of St. Mary's County, Maryland, and incorporated herein by reference: and,

WHEREAS, the Lender, issuer of the Performance and Payment Bond or an Irrevocable Letter of Credit assuring the 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 the Owner/Developer a right of entry onto the Commission's Property or easement areas for the purpose of construction and maintenance of the Facilities, provided, however, that the 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 the Owner/Developer occupies such Commission Property, and further provided that the 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: The Owner/Developer shall construct all the Facilities according to the schedule and in the phase or phases of construction as set forth herein.

THIRD: The Owner/Developer shall construct the Facilities in accordance with the final plans and specifications, and amendments thereto, as approved by the Commission. In the event that the final plans and specifications are not approved at the time of the 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. In addition, if the actual soil conditions differ from the conditions anticipated by the perc tests, the developer will make the necessary adjustments to the drain field as directed by MDE, The Health Department and METCOM. Furthermore, with sixty days after the completion 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: METCOM is currently evaluating a new dial back system for controlling and monitoring different treatment plant systems. The developer shall incorporate a METCOM approved dialer system with the next phase of the treatment plant expansion.

FIFTH: The Owner/Developer shall maintain the Performance and Payment Bond or Irrevocable Letter of Credit provided in Exhibit C, for the period of construction of the Facility, and for the period of the required warrantee as set forth herein.

SIXTH: The Owner/Developer shall make available the Property to the duly authorized agents of the Commission at all reasonable times for the purpose of inspecting construction of the Facilities.

SEVENTH: The Owner/Developer shall pay the following fees and charges:

- A. Review Fees:** Shall be based upon a water review fee of \$45 per EDU and a sewerage review fee of \$30 per lot payable upon execution of this agreement.
- B. Inspection Charges:** \$ 38,226.46 payable upon the 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 direct and indirect costs of said inspection services, 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 the Commission the difference.
- C. Sewer Service Charge:** Each EDU connected to the sewerage treatment plant shall pay a quarterly charge of \$55.62, which is based upon a charge of \$18.54 per month per EDU. The fee shall begin at the issuance of a certificate of use and occupancy. This service charge reflects the current approved rate, and is subject to change.
- D. Remote Area Charge:** Each EDU connected to the sewerage treatment plant shall pay a quarterly charge of \$48.96, which is based upon a charge of \$16.32 per month per EDU. The fee shall begin at the issuance of a certificate of use and occupancy. This service charge reflects the current approved rate, and is subject to change.
- E. Sewer Replacement Charge:** Each EDU connected to the sewerage treatment plant shall pay a quarterly charge of \$95.22, which is based upon a charge of \$31.74 per month per EDU. The fee shall begin at the issuance of a certificate of use and occupancy. This service charge reflects the current approved rate, and is subject to change.
- F. Water Service Charge:** Each EDU shall be responsible for a quarterly charge of \$30.06, which is based upon a charge of \$10.02 per month per EDU. The fee shall begin at the issuance of a certificate of use and occupancy. This service charge reflects the current approved rate, and is subject to change.

EIGHTH: 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 expressed written prior approval of the Commission.

NINTH: The Owner/Developer shall warrant 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 costs of labor, equipment and materials necessary to correct any problems with the Facilities other than meters supplied by the Commission.

TENTH: The Parties hereto expressly acknowledge that the following shall constitute events of default of this agreement:

1. Failure of the Owner/Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.

- 2. Failure of the 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 the Owner/Developer to provide a complete set of "AS-Built Drawings" pursuant to the THIRD Paragraph above, if required by the Commission.
- 4. Failure of the Owner/Developer to maintain the required bond for the period of construction and warranty of the Facilities.
- 5. Failure of the Owner/Developer to prosecute the work in accordance to the standard specifications.
- 6. Failure of the owner to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
- 7. Failure of the Owner/Developer to perform any of the terms and conditions of this agreement.

ELEVENTH: 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 the Owner/Developer to stop work.
- 2. Notify Owner/Developer of intent 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 any event of default. Failure of the 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 defaults.

TWELFTH: 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 a nominal sum of One Dollar (\$1.00) and to provide all documentation and assurances of title as required by the Commission in connection with said proposed conveyances.

THIRTEENTH: 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 _____, 2001.

ATTEST:

Le Bryan

ST. MARY'S COUNTY
METROPOLITAN COMMISSION

By: [Signature]

ATTEST:

OWNER/DEVELOPER
QUALSHIRE LAND DEVELOPMENT,
LLC.

L. Patricia Smith

By:

Rodney N. Gertz

ATTEST:

LENDER First National Bank of St. Mary's

Louis J. Zuber

By:

Leonard F. Gray, Jr.
Leonard F. Gray, Jr., Vice President

EXHIBITS: A, B, C.

NOTARY PROVISIONS

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

I HEREBY CERTIFY that on this 14th day of February,
2002 before me a Notary Public in and for the county aforesaid, personally appeared
Bryan M. Barthelm 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 Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan
Notary Public

My Commission Expires: 02/01/04

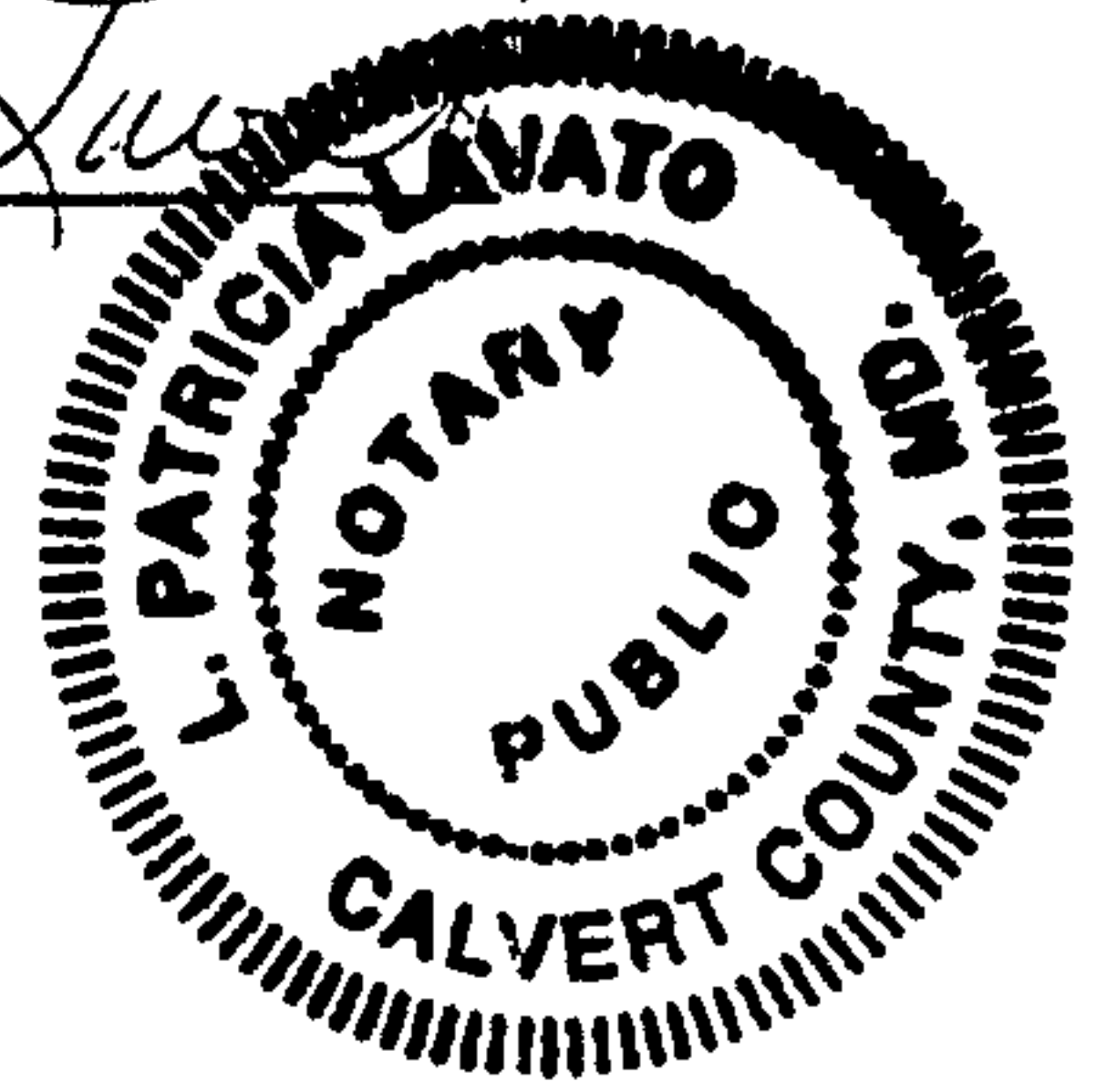
STATE OF MARYLAND, COUNTY OF Calvert to wit:

I HEREBY CERTIFY that on this 28 day of December
20 01 before me a Notary Public in and for the county aforesaid, personally appeared
Rodney N. Gertz the Managing Member of Qualshire Land Development
LLC a Maryland Limited Liability company, and on behalf of Qualshire Land

Development, LLC, did acknowledge the foregoing instrument to be the act and deed of Qualshire Land Development, LLC.

WITNESS my hand and Notarial Seal

L. Patricia Lavato
Notary Public



My Commission Expires: 09-01-02

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

I HEREBY CERTIFY that on this 17th day of JANUARY 2007 before me a Notary Public in and for the county aforesaid, personally appeared LEONARD F. GRAY the VICE PRESIDENT, and on behalf of 1ST NATIONAL BANK OF ST. MARY'S did acknowledge the foregoing instrument to be the act and deed of 1ST NATIONAL BANK OF ST. MARY'S

WITNESS my hand and Notarial Seal

Thomas S. Whitford
Notary Public

My Commission Expires: 7-1-03

EXHIBIT A

BOOK 0068 PAGE 33

STATEMENT OF
PROPOSED WATER FACILITIES

PROJECT NAME: FORREST FARM SUBDIVISION, SECTION 3.

TOTAL NUMBER OF PHASES: TEN (10)

OWNER/DEVELOPER: QUALSHIRE LAND DEVELOPMENT, LLC

PHASES: I, II, AND IA

PLAT REFERENCE: _____

NUMBER OF LOTS SERVED: 40 lots¹

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

CONSTRUCTION COMPLETION
DATE: 360 Days after the execution of the P.W.A.

FACILITIES TO BE CONSTRUCTED: Water appropriation system² and water distribution system³ with all appurtenances in accordance with the approved construction plans signed by the Metropolitan Commission Chief Engineer on the date of the Public Works Agreement.

Commission Participation: NONE

NOTES:

1. The water distribution system shall be constructed to serve the 40 lots in Phases I, II, and IA. The water appropriation system shall be constructed as shown on the approved plans to serve 100 lots in Section 3. Additional Phases will be allowed to be connected to the well and associated facilities.
2. For the water appropriation system the facilities include; well, pumps, controls, generator, chlorinator, compressor, hydro pneumatic tanks meters, valves, interior and exterior piping and appurtenances together with the site on which they sit and a 20 foot access easement to same all as shown on the approved construction plans.
3. For the water distribution system the facilities include; mains, fire hydrants, valves, valve boxes, fittings, and blow offs together with a 20 foot easement over the same for maintenance all as shown on the approved construction plans.

Commission: _____

BB
(Initials)

Owner/Developer: _____

RNG
(Initials)

EXHIBIT B

BOOK 0008 PAGE 34

STATEMENT OF
POPOSED SEWER FACILITIES

PROJECT NAME: FORREST FARM SUBDIVISION, SECTION 3

TOTAL NUMBER OF PHASES: TEN (10)

OWNER/DEVELOPER: QUALSHIRE LAND DEVELOPMENT, LLC

PHASES: I, II, AND IA

PLAT REFERENCE: _____

NUMBER OF LOTS SERVED: 40 lots ¹

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

CONSTRUCTION COMPLETION
DATE: 360 Days after the execution of the P.W.A.

FACILITIES TO BE CONSTRUCTED: Sewerage treatment plant and sewerage collection system with all appropriate appurtenances in accordance with the approved construction plans signed by the Metropolitan Commission's Chief Engineer on the date of the Public Works Agreement

Commission Participation: NONE

NOTES:

1. The sewerage collection system shall be constructed to serve the 40 lots in Phases I, II, and IA. The sewerage treatment plant shall be constructed as shown on the approved. Additional Phases will be allowed to be connected to the plant and associated facilities.
2. For the sewerage treatment plant the facilities include: tanks, pumps, treatment units, valves, generator, controls, drain fields, monitoring wells, and gages all as shown on the approved construction plans.
3. For the sewerage collection system the facilities include; mains, valves, valve boxes, fittings, and grinder pumps together with a 20 foot easement over the same for maintenance all as shown on the approved construction plans.

Commission: BB (Initials) Owner/Developer: RNG (Initials)



THE FIRST NATIONAL BANK OF ST. MARY'S

IRREVOCABLE LETTER OF CREDIT

BOOK 0008 PAGE 0535

TO: St. Mary's County Metropolitan Commission
21801N. Shangri-La Drive
Lexington Park, MD 20653

DATE: January 16, 2002

NUMBER: A1-01-16-02

EXPIRATION: January 16, 2003

Gentlemen:

We hereby authorize you to draw on THE FIRST NATIONAL BANK OF ST. MARY'S at Leonardtown, Maryland 20650 for the account of Qualshire Land Development, LLC, a Maryland Limited Liability Company ("the Owner/Developer") up to the aggregate amount, not in excess of One Million Ninety-Two Thousand One Hundred Eighty-Four and 50/100 US Dollars (\$1,092,184.50) available by your drafts at sight plus five days.

Each draft must state that it is drawn under the First National Bank of St. Mary's Letter of Credit #A1-01-16-02. 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 Owner/Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement dated December 28, 2001 between the Owner/Developer and METCOMM.

This Letter of Credit is not transferable or assignable without the written consent of the Undersigned.

This Letter of Credit is to be governed by the Laws of the State of Maryland.

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.

Sincerely,



Leonard F. Gray, Jr.,
Vice President

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 26 day of June, 1997, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

James R. Golden, (hereinafter, the "Developer"),

James R. Golden, (hereinafter, the "Owner") and

The First National Bank of St. Mary's (hereinafter, the "Lender #1"),

The First National Bank of St. Mary's (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
TOTAL 0.00
RESERVE RPT#399999
EMA KAE 31K71790
SEP 20 2002 10:28 am

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the First (1st) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C _____, payable to the Commission, its successors and assigns, in an amount of \$ ~~38,830,00~~ ^{\$85,140.00 per attached copy memorandum} 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

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

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

SECOND: Developer shall construct all of the Facilities according to the schedule and in the phase or phases of construction as set forth herein, and in the case of multi-

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 in Exhibit C, for the period of construction of the Facilities, and for the period of the required warranty as set forth herein.

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

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$1,359.00 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: \$1,794.00 based upon \$78.00
 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Water Service Charge: \$234.60 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 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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$17,710.00) 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 that the following shall constitute events of Default of this Agreement:

1. Failure of Developer to construct the Facilities according to the schedule and in the phase or phases as set forth herein.
2. Failure of Developer to construct the Facilities in accordance with the approved plans and specifications approved by the Commission, as set forth herein.
3. Failure of Developer to provide a complete set of "Mylar Drawings" pursuant to ¶ **THIRD** above.

4. Failure of Developer to maintain the required bond for the period of construction and warranty of the Facilities.
5. Failure of Developer to prosecute work according to standard specifications.
6. Failure of Developer to respond to requests to honor warranties within a reasonable time schedule, such schedule to be established by the Commission.
7. Failure of Developer to perform any of the terms and conditions of this Agreement.

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

1. Notify Developer to Stop Work.
2. Demand that Developer vacate Commission Property.
3. Notify Developer of intention to call bond.

The Commission may, in its sole discretion and for the benefit of the project, give Developer a reasonable period to cure an event of Default. Failure of Developer to cure Default during such cure period shall constitute an event of continuing Default, with all remedies available to the Commission. Forbearance by the Commission shall not constitute a waiver of its rights to declare subsequent default.

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

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN:

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

.ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By: [Signature]

Francis L. Williams
Chairman

ATTEST:

DEVELOPER

[Signature]

By: [Signature] ✓
NAME & TITLE
James R Goldsmith
PROPERTY OWNER

By: [Signature] ✗
NAME & TITLE
James R Goldsmith

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

By: [Signature] ✗
NAME & TITLE
L. F. Gray, Jr., Ass't. Vice Pres.

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

By: [Signature] ✗
NAME & TITLE
L. F. Gray, Jr., Ass't. Vice Pres.

EXHIBITS: _____

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 18th day of September 1997

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

Francis L. Williams. Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the

foregoing instrument to be the act and deed of the St. Mary's County Metropolitan

Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 26th day of June, 19 97 before me,

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

James R. Goldsmith and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Sharon S. Weir Notary Public

My Commission Expires: 7-1-99

(OWNER)STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 26th day of June, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared James R. Goldsmith and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas S. Weiland Notary Public

My Commission Expires: 7-1-99

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 26 day of June, 19 97 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.

Thomas S. Weiland Notary Public

My Commission Expires: 7-1-99

(LENDER #2)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 26 day of June, 19 97 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.

Theresa J. Webb Notary Public

My Commission Expires: 7-1-99

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Bruce Knolls Subdivision

TOTAL # OF PHASES: One

DEVELOPER: James R. Goldsmith *

PHASE I:

PLAT REF: MRB 179/377 # LOTS TO BE SERVED: 23

PROJECTED CONSTRUCTION START DATE: 7-1-97 *

PROJECTED CONSTRUCTION COMPLETION DATE: 12-1-97 *

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 04/08/97.

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: JLW
(Initials)

Developer: JRB
(Initials)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 1st day of April, 1997, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Dean Construction Company, (hereinafter, the "Developer"), Franklin W. Dean Trust, (hereinafter, the "Owner") and First National Bank of St. Mary's, (hereinafter, the "Lender" holder),

#1 RECORDS FILE of Credit
 TOTAL 0.00
 Rest 0.00
 EWA KAE 11/17/00
 Sep 20, 2002 10:30 am

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

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

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

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

of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C _____, payable to the Commission, its successors and assigns, in an amount of \$ 13,431.00 _____ conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required

interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property, and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

THIRD: Developer shall construct the Facilities in accordance with final plans and

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

FOURTH: Developer shall maintain the Performance and Payment Bond or Letter of Credit provided in Exhibit B, 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: \$470.00 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: \$390.00 based upon \$78.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Water Service Charge: \$51.00 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 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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$3850.00) 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 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 her

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 1 day of April 1997

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By: Joseph I. Russell

Joseph I. Russell
Chairman

ATTEST:

DEVELOPER: Dean Construction Co

Jaqueline Denise Tucker

By: Franklin W. Dean

Franklin W. Dean

PROPERTY OWNER: Franklin W. Dean Trust

By: Franklin W. Dean

Franklin W. Dean

[Signature]

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

By: Dan Kubican

Dan Kubican, Vice President

EXHIBITS _____

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of May 1997;

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph J. 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: 02/01/00

(DEVELOPER)STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 1 day of April 1997 before me

the subscriber, a Notary Public in the county aforesaid, personally appeared Franklin W. Dean and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jacqueline D. Turkman Notary Public

My Commission Expires: 5.8.00

(OWNER) STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 1 day of April, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Franklin W. Dean and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jacqueline Denise Tucker Notary Public

My Commission Expires: 5-8-00

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 31 day of March 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Dan Kubican and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Theresa J. Wilson Notary Public

My Commission Expires: 7-1-99

(LENDER #2)

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: _____

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Town Creek Manor Water Line Extension, Ford Drive
TOTAL # OF PHASES: One
DEVELOPER: Dean Construction Company

PHASE I:

PLAT REF: N/A # LOTS TO BE SERVED: 5

PROJECTED CONSTRUCTION START DATE: 15 March, 1997

PROJECTED CONSTRUCTION COMPLETION DATE: 15 September, 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 19 Feb 97.

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,

File # DEAN
Return after Recording to:
F. Michael Harris
23093 Three Notch Road
California, MD 20619

THIS DEED, made this 31st day of July, 1996 by and between Mervell Michael Dillow , Party of the First Part, and Franklin W. Dean, Trustee of the Franklin W. Dean Living, Trust , Party of the Second Part.

WITNESSETH: That in consideration of the sum of \$35,000.00 Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Party of the First Part do hereby grant and convey unto the Party of the Second Part, its successors and assigns, forever, in fee simple, all that lot, tract, piece or parcel of land situate, lying and being in the Eighth Election District, St. Mary's County, Maryland, and described as follows, that is to say:

Lots numbered One (1), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), ~~and Twenty (20)~~ Section Eight (8), Block A, of Town Creek Manor which plat is recorded among the land records of St. Mary's County, Maryland in Liber CBG 6 at Folio 65, and see schedule a description attached hereto.

BEING PART of the same land conveyed unto the Party of the First Part by deed recorded among the Land Records of St. Mary's County, Maryland at Liber 872, Folio 421, and Liber 872 folio 423.

SUBJECT TO all covenants, restrictions, easements, and rights of way of record contained in deeds and instruments forming the chain of title to the subject property.

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

IMP FD SURE \$	5.00
RECORDING FEE	20.00
RECORDATION 1	231.00
TR TAX COUNTY	350.00
TR TAX STATE	175.00
TOTAL	781.00
Recpt SMO3	Recpt # 10325
EHA FL	Blk # 191
Aug 02, 1996	03:17 PM

BEGINNING for the same at a point in the northwesterly right-of-way line of Ford Drive, a 40 foot right-of-way, said beginning point being further described as being the most ^{southwesterly} southwesterly corner of Lot 1, Block B, Section 8, of Town Creek Manor as shown in a record plat recorded among the land records of St. Mary's County, Maryland in Plat Book CBG 6 at Folio 65. Said beginning point being even further described as being the most easterly corner of Lot 2, Block B, and the herein described.

THENCE leaving the beginning point so fixed and running and binding on said right-of-way line of Ford Drive;

- 1) South $32^{\circ} 59' 38''$ West 68.50 feet to a point marking the most easterly corner of Part of Lot 2, now standing in the name of Alan Dean as recorded among the aforementioned land records in Liber DBK 263 at Folio 193;

THENCE running through Lot 2 and with the said Dean outline;

- 2) North $37^{\circ} 00' 22''$ West 149.75 feet to a point in the easterly outline of Lot 4;

THENCE with the said Lot 4 outline;

- 3) North $29^{\circ} 30' 59''$ East 74.68 feet to a point marking the common corner of Lots 4, 5, 1 and 2;

THENCE running and binding on the said Lot 1 outline;

- 4) South $37^{\circ} 00' 22''$ East 179.51 feet to the point and place of beginning, containing a total of 11,277 square feet, more or less.

TO HAVE AND TO HOLD the aforesaid 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 Party of the Second Part, its successors and assigns, forever, in fee simple.

AND the said Party of the First Part hereby covenant that he/she will warrant specially the property hereby granted and conveyed, and that he/she will execute such further assurances of said land and premises as may be requisite.

WITNESS the hand and seal of said grantor.

Mervell Michael Dillow (SEAL)
Mervell Michael Dillow

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

I HEREBY CERTIFY that on this 31st day of July, 1996 before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared Mervell Michael Dillow, , and he/she acknowledged the foregoing Deed to be his/her act.

AS WITNESS my hand and Notarial Seal.

My commission expires:

Anna R. Shubert (SEAL)
Notary Public

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

Michael H. ...
ATTORNEY AT LAW

THIS IS TO CERTIFY THAT ALL TAXES ON THIS PROPERTY HAVE BEEN PAID TO AND INCLUDING THE LEVY FOR THE YEAR OF

1996. TAX ID # 08-01516-3 + 08-06230-7
08-06232-3
08-06233-1
08-06235-8
08-06236-6

ST. MARY'S COUNTY, MD.

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

Pat ... 8-2-96

Exhibit C



THE FIRST NATIONAL BANK OF ST. MARY'S

March 31, 1997

0008 PAGE 65

IRREVOCABLE LETTER OF CREDIT

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

Letter of Credit Number: A1-03-31-97
Expiration Date: 3/31/98

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 Franklin W. Dean (Dean Construction Company, "the Developer"), up to an aggregate amount, not in excess of Thirteen Thousand Four Hundred Thirty One Dollars and 00/100 (\$13,431.00) available by your drafts at sight.

Each draft must state that it is drawn under The First National Bank of St. Mary's Letter of Credit #A1-03-31-97. The amount thereof must be endorsed by us on this Letter of Credit. This Letter of Credit is irrevocable.

Each draft must be accompanied by a written statement signed by an official of St. Mary's County Metropolitan Commission (METCOMM) specifying that: The Developer has failed to perform and fulfill a material covenant, condition, stipulation or term, under the Public Works Agreement dated March 31, 1997 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 that reads "Dan Kubican".

Dan Kubican
Vice President

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 2 day of June 1997, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"), Interstate General Company, L.P. _____, (hereinafter, the "Developer"), and Interstate General Company, L.P. & Westbury Community Association, Inc., (hereinafter, the "Owner")

RECORDING FEE 0.00
 RES#3102 RCP#999999
 EHA KAE 11/17/00
 SEP 20, 2002 10:30 am

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

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

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

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

WHEREAS, Developer has conveyed unto the Commission any and all required

interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

THIRD: Developer shall construct the Facilities in accordance with final plans and

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

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

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

SIXTH: Developer shall pay the following fees and charges:

Connection Charges: \$5,408.00 based upon \$104.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$368.33 per month based upon N/A per EDU per month, or \$1.70 per front foot per year based on 2600 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: \$680.17 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: \$530.40 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 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 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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$40,040.00) 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 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 supercedes all previous agreements.

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 2 day of June 1997

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

Steven J. King

Secretary

By: *Joseph I. Russell*

Joseph I. Russell
Chairman

ATTEST:

Edwin L. Kelly

DEVELOPER
INTERSTATE COMMERCIAL COMPANY LLC

By: *E. Kelly*
Edwin L Kelly

PROPERTY OWNER
INTERSTATE COMMERCIAL COMPANY LLC

By: *E. Kelly*
Edwin L Kelly

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 2 day of June 1997

before me a Notary Public in and for the County of St. Mary's aforesaid personally appeared Joseph I. Russell Chairman of the St. Mary's County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Leslian J. Bryan Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF Maryland

COUNTY OF Charles to wit:

I HEREBY CERTIFY that on this 2nd day of June, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared _____ Edwin L. Kelly and that he/~~she~~/they acknowledged the foregoing Public Works Agreement to be his/~~her~~/their act.

WITNESS my hand and Notarial Seal.

Martha Haupt Notary Public

My Commission Expires: February 1, 2001

(OWNER)STATE OF

Maryland

COUNTY OF

Charles

to wit:

I HEREBY CERTIFY that on this 2nd day of June, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Edwin L. Kelly and that he/~~she~~/they acknowledged the foregoing Public Works Agreement to be his/~~her~~/their act.

WITNESS my hand and Notarial Seal.

Martha Haupt Notary Public

My Commission Expires: February 1, 2001

THIS PUBLIC WORKS AGREEMENT, executed this 19th day of

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

RECORDING: FEE 0.00
TOTAL 0.00
Res#SM02 Rcpt#999999
ENA KAE 01k71700
SEP 20 2002 10:32 am

Makielski Saba Corporation, (hereinafter, the "Developer"),

P J Guaranty LLC, (hereinafter, the "Owner") and

Suburban Bank, (hereinafter, the "Lender #1", Letter of Credit holder),

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Saint Georges Hundred, Phase III, Section I, hereinafter referred to as the "Project"; and,

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive Water and Sewerage Plans for St. Mary's County and any other rules, regulations, directives

or special instructions issued by the Commission for the State of Maryland and the Federal Government; and,

WHEREAS, Developer has submitted a statement(s) included as Exhibit A _____ and/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 \$ 78,276.00 _____ conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

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

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the Commission against any and all losses or damages incurred by the Commission during such

time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

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

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

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

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

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$1,500.00 based upon \$75.00
 per residential lot, or EDU and N/A per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$2,739.66 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: \$1,760.00 based upon \$88.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$524.17 per month based upon N/A per EDU per month, or \$1.70 per front foot per year based on 3700 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: \$261.60 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: \$204.00 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. 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 prorated 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 upon the first of the following to occur:

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 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 (\$14,000.00) 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 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 15 day of May 1997

ATTEST:

[Signature]

Secretary

ATTEST:

[Signature]

ST.MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature]
Joseph I. Russell
Chairman

DEVELOPER: Makielski Saba Corporat

By: [Signature]
Farhad Saba, President

PROPERTY OWNER: P.J Guaranty LLC

By: [Signature]
Dennis J. Makielski, Manager

LENDER #1: Suburban Bank

By: [Signature]
Jeffery S. Wagner, V.P.

[Signature]

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of May, 1997

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

Joseph J. 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

Loulean J. Bryan

Notary Public

My Commission Expires 02/01/00

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

Charles to wit:

I HEREBY CERTIFY that on this 19th day of March, 1997 before me,

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

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

WITNESS my hand and Notarial Seal.

Cathleen M. Howell

Notary Public

CATHLEEN M. HOWELL
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires March 15, 1998

My Commission Expires: _____

(OWNER)

STATE OF

Maryland

COUNTY OF

Charles

to wit:

I HEREBY CERTIFY that on this 19th day of March, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Dennis Makidok and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Cathleen M Howell

Notary Public

My Commission Expires: **CATHLEEN M. HOWELL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 15, 1998**

(LENDER #1)

STATE OF

Maryland

COUNTY OF

Charles

to wit:

I HEREBY CERTIFY that on this 19th day of March, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Jaffrey Wagner 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.

Cathleen M Howell

Notary Public

My Commission Expires: **CATHLEEN M. HOWELL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 15, 1998**

(LENDER #2)

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: _____

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Saint Georges Hundred. Phase III
TOTAL # OF PHASES: One
DEVELOPER: Makielski Saba Coproration

PHASE I:

PLAT REF: MRB 414/352 # LOTS TO BE SERVED: 20
PROJECTED CONSTRUCTION START DATE: 01 April, 1997
PROJECTED CONSTRUCTION COMPLETION DATE: 01 October, 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 12 May 1989.

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: [Signature]
(Initials)

Developer: [Signature]
(Initials)

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Saint Georges Hundred, Phase III
TOTAL # OF PHASES: One
DEVELOPER: Makielski Saba Corporation

PHASE I:

PLAT REF: MRB 414/352 # LOTS TO BE SERVED: 20


PROJECTED CONSTRUCTION START DATE: 01 April, 1997


PROJECTED CONSTRUCTION COMPLETION DATE: 01 October, 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 12 May 1989.

COMMISSION PARTICIPATION: None

*The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: 
(Initials)

Developer: 
(Initials)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 15 day of

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

Essex South General Partnership, (hereinafter, the "Developer")

Essex South General Partnership, (hereinafter, the "Owner")

RECORDING FEE 0.00
TOTAL 0.00
REST#502 RPT#99999
LVA KAE 21k#1730
Sep 20, 2002 10:33 am

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

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

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

Government; and,

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

WHEREAS, Developer has furnished an Irrevocable Letter of Credit or cashiers check which has been approved by the Commission, a copy of which appears at Exhibit C, payable to the Commission, its successors and assigns, in an amount of \$ 41,536.55 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.

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 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 Cashiers Check or Letter of Credit provided in Exhibit C, for the period of construction of the Facilities, and for the period of the required warrantee as set forth herein.

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

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$1286.62 based upon 3.5% of the Engineer's Estimate for the construction of the facilities, 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: \$123.00 based upon \$123.00 per connection payable upon execution of this Agreement or at the time a connection permit is issued.

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 execution of this agreement.

Water Storage Fees: \$450.00 per EDU for developments without storage facilities that utilize the public water system, payable upon 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 Facilities to be owned by the Commission 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 15 day of May 1997

ATTEST:

ST. MARY'S COUNTY METROPOLITAN
COMMISSION

Sharon L. Lewis

By: *Joseph I. Russell*

Secretary

Joseph I. Russell

Chairman

DEVELOPER: *Essex South General Partnership*

Brenda J. King

By: *Thomas B. Watts*
Thomas B. Watts

ATTEST:

PROPERTY OWNER: *Essex South general Partnership*

Brenda J. King

By: *Thomas B. Watts*
Thomas B. Watts

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of May 1997.

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

Joseph J. 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

Louisa J. Beyers

Notary Public

My commission expires 02/01/00

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

St. Mary's to wit:

I HEREBY CERTIFY that on this 6th day of March 1997 before me,

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

B. Watts and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Barbara J. King

Notary Public

My Commission Expires: 03-01-01

(OWNER)

STATE OF

Maryland

COUNTY OF

St. Mary's to wit:

I HEREBY CERTIFY that on this 6th day of March, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Thomas B. Watts and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Brenda J. Guy

Notary Public

My Commission Expires: 03-01-01

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Watts Office Building
TOTAL # OF PHASES: One
DEVELOPER: Essex South General Partnership

PHASE I:

PLAT REF: EWA 988/42 # LOTS TO BE SERVED: One

PROJECTED CONSTRUCTION START DATE: 10/30/96

PROJECTED CONSTRUCTION COMPLETION DATE: 05/01/97

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 28 Oct. 1996.

FACILITIES TO BE OWNED BY THE COMMISSION: 8" waterline running under and along Rt. 235, and fire hydrant.

COMMISSION PARTICIPATION: The Commission agrees to pay the actual difference between the cost of installing a 1" water line under Rt. 235 and installing an 8" water line under Rt. 235. This cost difference is estimated at \$21,212.00. The actual cost difference will be verified by the Commission through review of certified invoices. This difference will be reduced by the amount previously agreed upon by the owner's representative and the Commission.

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situated and 20' access to the same: FOR DISTRIBUTION SYSTEMS:

Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: *R*

(Initials)

Developer: *FBW.*

(Initials)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 15 day of

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

Interstate General Company L.P., (hereinafter, the "Developer")

Interstate General Company L.P., (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
Res#502 Rcr#499999
EPA KAE 21K#1730
Sep 20, 2002 10:34 am

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Westbury, Phase 2, Section 1, hereinafter referred to as the "Project"; and,

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's County Standard Specifications for Water and Sewerage Construction, the Comprehensive

Water and Sewerage 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 \$ 299,486 _____ conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

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

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

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

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

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

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

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$4050.00 based upon \$75.00
 per residential lot, or EDU and N/A per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$10,482.00 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

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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$41,580.00) 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 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 15 day of May 1997

.ATTEST:

[Signature]

Secretary

ATTEST:

[Signature]

ST.MARY'S COUNTY METROPOLITAN COMMISSION

By: [Signature]
Joseph I. Russell
Chairman

DEVELOPER: Interstate General Company LP

By: [Signature]
Stephan Rigelsky, V.P.

PROPERTY OWNER: Interstate General Company LP

By: [Signature]
Stephan Rigelsky, V.P.

[Signature]

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

By: [Signature]
L. F. Gray, Jr. Assistant V.P.

[Signature]

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

By: [Signature]
L. F. Gray, Jr. Assistant V.P.

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 15th day of May 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 02/01/00

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

Charles to wit:

I HEREBY CERTIFY that on this 4th day of March, 1997 before me,

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

STEPHEN RIGELSKY and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Martha Haupt

Notary Public

My Commission Expires: 02-01-01

(LENDER #2)

STATE OF Maryland

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

I HEREBY CERTIFY that on this 21st day of March, 19 97 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.

Sharon S. Weiland

Notary Public

My Commission Expires: 7-1-99

(OWNER)

STATE OF Maryland

COUNTY OF Charles to wit:

I HEREBY CERTIFY that on this 4th day of March, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared STEPHEN RIGELSKY and that he/~~she~~/they acknowledged the foregoing Public Works Agreement to be his/~~her~~/their act.

WITNESS my hand and Notarial Seal.

Martha Haupt

Notary Public

My Commission Expires: 02-01-01

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 21st day of March, 19 97 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.

John J. Weiland

Notary Public

My Commission Expires: 7-1-99

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Westbury, Phase 2, Section 1
TOTAL # OF PHASES: One
DEVELOPER: Interstate General Company, L.P.

PHASE I:

PLAT REF: MRB 382/79 # LOTS TO BE SERVED: 54

PROJECTED CONSTRUCTION START DATE: 03 March, 1997

PROJECTED CONSTRUCTION COMPLETION DATE: 31 December, 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

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)

EXHIBIT B
STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Westbury, Phase 2, section 1
TOTAL # OF PHASES: One
DEVELOPER: Interstate General Company, L.P.

PHASE I:

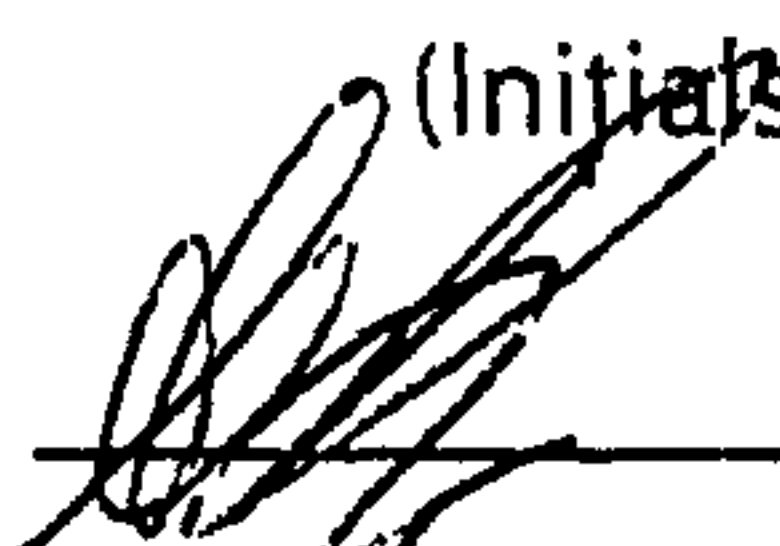
PLAT REF: MRB 382/79 # LOTS TO BE SERVED: 54
PROJECTED CONSTRUCTION START DATE: 03 March, 1997
PROJECTED CONSTRUCTION COMPLETION DATE: 31 December, 1997

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

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: _____

Developer: 
(INITIALS)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 3rd day of

JUNE 1997

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

RECORDING FEE 0.00
TOTAL 0.00
Rest#002 Rcpt#999999
EMA KAE BIK#1798
JUN 20 2002 10:35 am

J. Raymond Woodburn, (hereinafter, the "Developer")

J. Raymond Woodburn, (hereinafter, the "Owner") and

First National Bank of St. Mary's, (hereinafter, the "Lender #1"),

First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Greenview West, Section 1, Phase 2, hereinafter referred to as the "Project"; and,

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

WHEREAS, Developer has submitted a statement(s) included as Exhibit A _____ and/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 \$ 153,073.80 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration

of the warranty period as set forth in Paragraph EIGHTH.

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

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property, and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

of the previous phases have been approved and accepted by the Commission.

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

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

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$2,850.00 based upon \$75.00
 per residential lot, or EDU and N/A per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$5,357.58 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

Water Supply Fees: \$5,000.00 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: \$5,000.00 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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$11,000.00) 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 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 "As-Built 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 12 day of June 1997

ATTEST:

ST. MARY'S COUNTY METROPOLITAN COMMISSION

Stenen J. Lewis

Secretary

By: Joseph I. Russell

Joseph I. Russell
Chairman

ATTEST:

[Signature]

DEVELOPER

By: J. Raymond Woodburn
J. Raymond Woodburn

PROPERTY OWNER

By: J. Raymond Woodburn
J. Raymond Woodburn

[Signature]

LENDER #1

By: Leonard F. Gray
Leonard F. Gray, Ass't. Vice Pres.
First National Bank of St. Mary's

[Signature]

LENDER #2

By: Leonard F. Gray
Leonard F. Gray, Ass't. Vice Pres.
First National Bank of St. Mary's

EXHIBITS: _____

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Greenview West, Section 1, Phase 2
TOTAL # OF PHASES: One
DEVELOPER: J. Raymond Woodburn

PHASE I:

PLAT REF: _____ # LOTS TO BE SERVED: 33

PROJECTED CONSTRUCTION START DATE: June 30, 1997

PROJECTED CONSTRUCTION COMPLETION DATE: July 30, 1998

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 11-Oct-95

COMMISSION PARTICIPATION: none

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same;
FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks

hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situated and 20' access to the same: FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: JAR
(Initials)

Developer: J.S.M.
(Initials)

EXHIBIT B

LINE 0008 PAGE 20

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: Greenview West, Section 1, Phase 2
TOTAL # OF PHASES: One
DEVELOPER: J. Raymond Woodburn

PHASE I:

PLAT REF: _____ # LOTS TO BE SERVED: 38

PROJECTED CONSTRUCTION START DATE: June 30, 1997

PROJECTED CONSTRUCTION COMPLETION DATE: July 30, 1998

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 11-Oct-95

COMMISSION PARTICIPATION: none

*The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR

WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: J. A. M. J. R.
(Initials)

Developer: J. R. M.
(Initials)

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 12th day of June 1997

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

Joseph I. Russell Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the

foregoing instrument to be the act and deed of the St. Mary's County Metropolitan

Commission.

WITNESS my hand and Notarial Seal

Lillian G. Bryan Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF

Maryland

COUNTY OF

St. Mary's to wit:

I HEREBY CERTIFY that on this 3rd day of June, 1997 before me,

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

Raymond W. Walburn and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Cassidy May Goussard Notary Public

My Commission Expires: 6-27-00

(LENDER #2)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 3rd day of June, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. Gray and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Caroline Mary Green Notary Public

My Commission Expires: 6-27-00

(OWNER)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 foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 3rd day of June, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared L. F. Gray and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Carolee M. Gray
Notary Public

My Commission Expires: 6-27-00

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 12 day of

June 1997

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

Quality Built Homes, Inc., (hereinafter, the "Developer")

Quality Built Homes, Inc., (hereinafter, the "Owner") and

Maryland Bank and Trust, (hereinafter, the "Lender #1"),

International Fidelity, (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 0.00
TOTAL 0.00
Rest#5802 Rpt#999999
CNA KAE 811:1730
Sep 20, 2002 10:36 am

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Victoria's Grant (formerly Known as Buck Park East Subdivision), Section Two hereinafter referred to as the "Project"; and,

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

WHEREAS, Developer has designed the Facilities in accordance with the St. Mary's

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D _____, payable to the Commission, its successors and assigns, in an amount of \$ 104,482.40 _____ 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: \$3,656.88 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: \$2816.00 based upon \$88.00 per

connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$476.71 per month based upon \$1.70 per front foot per year based on 3365 front feet, payment beginning at the time capacity

Sewer Service Charge: \$418.56 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: \$326.40 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. \$1.68/1,000 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 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. *

* If This option is selected, a bond in the amount of 110% of the amount due (\$22,400.00) 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 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 12 day of June 1997

ATTEST:

ST.MARY'S COUNTY METROPOLITAN
COMMISSION

Steven L. King
Secretary

By: Joseph Russell
Joseph Russell
Chairman

ATTEST:

[Signature]

DEVELOPER: Quality Built Homes Inc

By: Rodney N. Gertz, V.P.

PROPERTY OWNER:

By: Rodney N. Gertz, V.P.

Joseph C. Sanchez, Asst. V.P.

LENDER #1: Maryland Bank & Trust
By: Marshall S. Gibson
Marshall S. Gibson, Asst. V.P.

[Signature]

LENDER #2: International Fidelity Insurance Company
By: Nancy Nigro
~~XXXXXXXXXX~~ Nancy Nigro
Attorney-in-fact

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 12th day of June 1997

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

Joseph I. Russell

Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lorian J. Bryan

Notary Public

my commission expires 02/01/00

(DEVELOPER)

STATE OF

Maryland

COUNTY OF

Calvert

to wit:

I HEREBY CERTIFY that on this 31 day of MARCH, 1997 before me,

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

Rodney N. Gertz

and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Mary F. Dixon

Notary Public

MARY F. DIXON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 16, 2000

My Commission Expires: July 16, 2000

(OWNER)

STATE OF

MARYLAND

COUNTY OF

CALVERT to wit:

I HEREBY CERTIFY that on this 31 day of MARCH, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Rodney N. Gertz and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Mary F. Dixon

Notary Public

MARY F. DIXON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 16, 2000

My Commission Expires July 16, 2000

(LENDER #1)

STATE OF

Md

COUNTY OF

St Mary's to wit:

I HEREBY CERTIFY that on this 1 day of April, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Marshall Gibson 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.

Robert D. Buehner

Notary Public

My Commission Expires: July 16, 2000

(LENDER #2)

STATE OF PENNSYLVANIA

COUNTY OF CHESTER to wit:

I HEREBY CERTIFY that on this 27th day of March, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Nancy Nigro 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.

Patricia T. Bond

Notary Public

My Commission Expires: 3/8/01

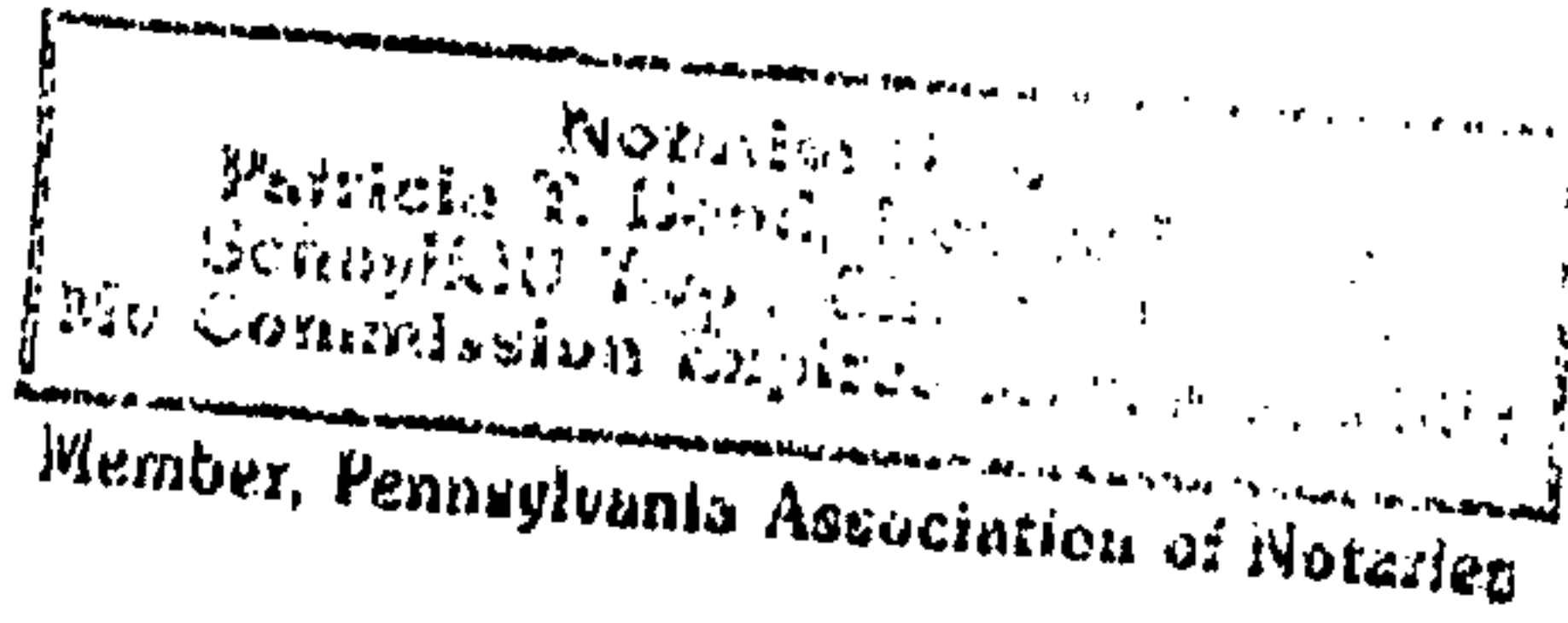


EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Victoria's Grant, Section Two
TOTAL # OF PHASES: Three
DEVELOPER: Quality Built Homes, Inc.

PHASE I:

PLAT REF: EWA 743/195 # LOTS TO BE SERVED: 32

PROJECTED CONSTRUCTION START DATE: 05/01/97

PROJECTED CONSTRUCTION COMPLETION DATE: 11/30/97

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 21 Nov 95.

COMMISSION PARTICIPATION: NONE

*The facilities listed also include FOR WATER PUMPING STATION: Wells, pumps, controls, generators, chlorinators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same; FOR WATER STORAGE TANKS: Elevated storage tanks, standpipes, ground storage tanks, hydropneumatic tanks and surge tanks as required by the Commission, together with all sites on which they are situated and 20' access to the same; FOR DISTRIBUTION SYSTEMS: Mains, fire hydrants, valves and valve boxes, fittings, blow offs, water house connections, water house service lines, curb stops, curb stop boxes, water meter settings and appurtenances, together with 20' permanent easements over the same for maintenance and modifications of and connection to these facilities; along with any and all other facilities or appurtenances which in any way could be construed as part of the water system.

Commission: JLR Developer: _____
(Initials) (Initials)

EXHIBIT B

LIDEP0008 PAGE 135

STATEMENT OF

PROPOSED SEWER FACILITIES

AND PHASING

PROJECT NAME: Victoria's Grant, Section Two

TOTAL # OF PHASES: Three

DEVELOPER: Quality Built Homes, Inc.

PHASE I:

PLAT REF: EWA 743/195 # LOTS TO BE SERVED: 32


PROJECTED CONSTRUCTION START DATE: 05/01/97

PROJECTED CONSTRUCTION COMPLETION DATE: 11/30/97

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 21 Nov 95.

COMMISSION PARTICIPATION: NONE

*The facilities also include for WASTEWATER PUMPING STATIONS: pumps, wet wells, generators, compressors, meters, valves, interior and exterior piping and appurtenances, together with all sites on which they are situated and 20' access to the same. FOR WASTEWATER TREATMENT PLANTS: Storage lagoons, physical plants influent and effluent lines, lift stations, generators, together with all sites on which they are situated and 20' access to the same; FOR COLLECTION SYSTEMS: Collector and lateral sewers, force mains, sewer house service lines, air release valves, together with 20' permanent easements over the same for maintenance and modifications of connection to these facilities, along with any and all other facilities or appurtenances which in any way could be construed as part of the sewerage system.

Commission: 
(Initials)

Developer: _____
(Initials)

Account No. 08-02240-2
FEE-SAMPLE DEED-CODE-City or County

Exhibit C

LIBER 0974 PAGE 209

PP FD SEE \$	1.00
RECORDING FEE	1.00
REGISTRATION FEE	1.00
TR TAX STATE	1.00
TOTAL	4.00
Stamp 5000	1.00
EM LP	1.00
Jan 06 1995	1.00

This Deed, as of 11th day of June, 1995

in the year one thousand nine hundred and ninety-five by and between JOSEPH A. HEWITT, Individually and Attorney-In-Fact for JOHN W. HEWITT, M. JULIA KEITH, PEARL C. ROUNDTRIE, D. ANN GRUBBER AND MARY E. DENSMORE, by virtue of a Special Power of Attorney dated 1/18/95 and intended to be recorded among the Land Records of St. Mary's County, Maryland immediately prior to these presents, Grantor(s), of St. Mary's County, in the State of Maryland, of the first part, and

QUALITY BUILT HOMES, INC.,

Grantee(s), of the second part.

Witnesseth, That in consideration of the sum of \$ 775,000.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor(s)

do(es) grant and convey unto the said QUALITY BUILT HOMES, INC., its successors

and assigns of the said Grantee, forever, in fee simple, all that (thax) lot(s), tract(s) piece(s) or parcel(s) of ground, situate, lying and being in the Eighth Election District of St. Mary's County, State of Maryland, and described as follows, that is to say: —

A parcel of land containing 50.213 acres of land, more or less, as set forth on a plat entitled "PLAT OF SURVEY FOR ALPHONSO J. HEWITT", and recorded among the Plat Records of St. Mary's County, Maryland in Plat Liber No. 34, Folio 34.

BEING all and the same land which was conveyed to the within Grantors by Deed dated 5/22/91 from Alphonso Hewitt and Miltrude V. Hewitt, his wife, and recorded among the Land Records of St. Mary's County, Maryland at Liber E.W.A. No. 585, Folio 401; and by Deed dated 1/8/92 from Alphonso Hewitt and Miltrude V. Hewitt, his wife, and recorded among the aforesaid Land Records at Liber E.W.A. No. 646, Folio 0010 and by Deed dated 1/7/93 from Alphonso Hewitt and Miltrude V. Hewitt, his wife, and recorded among the aforesaid Land Records at Liber E.W.A. No. 743, Folio 195.

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

THIS IS TO CERTIFY THAT ALL TAXES ON
THIS PROPERTY HAVE BEEN PAID TO AND
INCLUDED THE LEVY FOR THE YEAR OF
1995.
J. J. [Signature]
ST. MARY'S COUNTY, MD.

AGRI. TRANSFER TAX PAID
J. J. [Signature]
ST. MARY'S COUNTY TREASURER

Agricultural Transfer Tax in the
Amount of \$ 33,750.00 (10% of 337,500)

Signature [Signature]

Subject to covenants, restrictions, rights of way, easements and other conditions contained in Deeds and Instruments forming the chain of title to the above described property.

Together with the building 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

QUALITY BUILT HOMES, INC., its successors

0008 PAGE 137

and assigns forever, in fee simple.

And the said party(ies) of the first part hereby covenant(s) that he/she/they/it/has (have) not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he/she/they/it will warrant specially the property granted and he/she/they/it will execute such further assurances of the same as may be requisite.

Witness the hand(s) and seal(s) of said grantor(s):

TEST:

Claire A. D. Lopez
Witness As to ~~John W. Hewitt~~ Joseph A. Hewitt
Joseph A. Hewitt, Individually and Attorney-In-Fact for John W. Hewitt, M. Julia Keith, Pearl C. Roundtree, D. Ann Grubber and Mary H. Densmore
STATE OF MARYLAND, ST. MARY'S COUNTY, to wit:

John W. Hewitt by Joseph A. Hewitt, AIF
M. Julia Keith by Joseph A. Hewitt, AIF
Pearl C. Roundtree by Joseph A. Hewitt, AIF
D. Ann Grubber by Joseph A. Hewitt, AIF
Mary H. Densmore by Joseph A. Hewitt, AIF

I HEREBY CERTIFY, That on this 2nd day of June, in the year one thousand nine hundred and ninety-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Joseph A. Hewitt, Individually & as Attorney-In-Fact for John W. Hewitt, M. Julia Keith, Pearl C. Roundtree, D. Ann Grubber and Mary H. Densmore, the above named Grantors, and in pursuance of the power and authority set forth in the Power of Attorney hereinbefore referred to, acknowledged the foregoing to be his act and the acts of the said John W. Hewitt, M. Julia Keith, Pearl C. Roundtree, D. Ann Grubber and Mary H. Densmore, and also acknowledged. As Witness my hand and Notarial Seal.

*the foregoing to be his act as such Attorney-in-Fact and further made oath in due form of law that at the time of the execution of the within instrument, he did not have actual knowledge of the revocation or termination of the above mentioned Power of Attorney, or any part thereof, by any cause whatsoever.

Karen H. Abrams
ATTORNEY AT LAW
KAREN H. ABRAMS, ESQUIRE

My commission expires: 7/1/96
PUBLIC
ST. MARY'S

LIBER 0974 PAGE 211

State of Maryland Land Instrument Intake Sheet
County: ST. MARY'S

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Type(s)
of Instruments

Multiple Instruments of the same transaction should be numbered to correspond with Sections 2, 6, 7, and 8. Number documents in the order to be recorded.
() Check Box if Addendum Intake Form is Attached.

X Deed Lease Other
Deed of Trust Contract
X Mortgage Land Installment Cont.

Consideration
and Fees

Consideration Amount/Recording Fees	Doc. 1	Doc. 2
Consideration, Including Assumed Indebtedness	\$775,000.00	\$500,000.00
Recording Charge	\$ 20.00	\$ 20.00
Surcharge	\$ 5.00	\$ 5.00
State Recording Tax	\$ 5,115.00	\$
State Transfer Tax	\$ 3,875.00	\$
AG <input checked="" type="checkbox"/> State Transfer Tax (if Applicable)	\$ 38,750.00	\$
Other	\$	\$
Total Fees	\$	\$

Exemptions
(if Applicable)
City or Explain Authority

Recording Tax Exemption:
State Transfer Tax Exemption:
County Transfer Tax Exemption:

Contact/Mail
Information

Instrument Submitted By or Contact Person
Name: Claire A. DeLozier/Patricia A. Barnes
Firm: Town Title, Inc.
Address: 14 Fenwick Street, P.O. Box 516, Leonardtown,
Maryland 20650
Phone: 301-475-8038

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)

Return to Contact Person as Provided Above () Hold for Pick Up () Address Provided on Instrument

Name: Town Title, Inc.
Address: 14 Fenwick Street, P.O. Box 516, Leonardtown, Maryland 20650

Description of
Property

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
8th	08-02240-2	EWA 585/401 &	46/0010 & 743/	95	11 (5)	
Subdivision Name		Lot (3a)	Block (3b)	Sec/A/R(3c)	Plat Ref.	Sq. Ft./Acreage (4)
Land of Alphonso J. Hewitt					34/34	50.213 acres

DAT 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(d)(3)(i).

Location/Address of Property Being Conveyed (2)

Hewitt's Road, Great Mills, Maryland 20634

Partial Conveyance? () Yes (X) No Description/Am. of Sq. Ft./Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

Transferred
From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Hewitt, Joseph A., Individually & AIF for: Hewitt, John W., Keith, M. Julia, Roundtree, Pearl C., Grubber, D. Ann *	Quality Built Homes, Inc.
* and Denamore, Mary H.	Hewitt, Joseph A., Hewitt, John W.,

Transferred
To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Quality Built Homes, Inc.	* Keith, M. Julia, Roundtree, Pearl C., Grubber, D. Ann and Denamore, Mary H.

Other Names
to Be Indexed

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

Special Instructions

Special Recording Instructions (if any)

Conveyance Type
Check Box

Private Sale with Improvements (1) () Private Sale Unimproved (2) () Multiple Accounts/Property (3) () All Other (9)

Assessment
Information

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Yes (X) No Will the property being conveyed be the grantor's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
New Owner's (Grantee) Mailing Address: [REDACTED]

Transfer Number	Date Recorded	Deed Reference	Map	Sub	Block
Year 19	19	Gen. Zoning Use Town Cd.	Map Grid Parcel Ex. St.	Sub Plat Section Ex. Cd.	Block Lot Sec. Cd.

REMARKS:

Space Reserved for Circuit Court Clerk Recording Verification

LIBER 0008 PAGE 138

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 17 day of

May 1996, by and between the ST, MARY'S COUNTY METROPOLITAN COMMISSION (hereinafter, the "Commission"),

SMC Professional Center Ltd. Partnership, By: St. Mary's Professional Center, Inc.,

(hereinafter, the "Developer"),

SMC Professional Center Ltd. Partnership, By: St. Mary's Professional Center, Inc.

(hereinafter, the "Owner") and

Maryland Bank and Trust, Co., (hereinafter, the "Lender #1"),

Maryland Bank and Trust, Co., (hereinafter, the "Lender #2", Letter of Credit holder),

RECORDING FEE 16.00
TOTAL 199.00
Rest#02 Rct#999999
LWA KAE 81x#1700
Sep 20, 2002 10:36 am

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the Eighth (8th) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

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

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit D, payable to the Commission, its successors and assigns, in an amount of \$414,976.10 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

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

WHEREAS, Maryland Bank and Trust Co. is the Letter of Credit issuer, will be the institution providing permanent financing and acknowledges the obligations of the developer/owner set forth herein;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and indemnifies the

Commission against any and all losses or damages incurred by the Commission during such time as Developer occupies such Commission Property, and further provided that Developer presents evidence of insurance coverage satisfactory to the Commission, including the naming the Commission as an additional insured, protecting all interests of the Commission.

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

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

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

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

SIXTH: Developer shall pay the following fees and charges:

Review Fees: \$1950.00 based upon N/A per residential lot, or EDU and \$75.00 per commercial lot or EDU, payable upon execution of this Agreement.

Inspection Charges: \$14,524.16 based upon 3.5% of the Performance and Payment Bond or Irrevocable Letter of Credit, payable upon execution of this Agreement. Said amount shall be placed in an account by the Commission and shall be drawn upon from time to time to reimburse the Commission for the direct and indirect

cost of said Inspection service, and if said cost is less than the Inspection Charge initially collected, the remaining balance shall be returned to the Developer or, if the total Inspection cost is more than the Inspection Charge initially collected, the Developer shall pay to the Commission the difference.

Connection Charges: \$666.00 based upon N/A per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Debt Service Charge: \$444.16 per month based upon \$17.08 per EDU per month, payment beginning at the time capacity allocation is made (Planning Commission approval or service, whichever occurs first).

Sewer Service Charge: \$214.76 per month based upon \$8.26 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: \$10.08 per month based upon \$10.08 per month per meter for service and \$20.00 per month per meter for Ready-to-Serve charge, beginning when the service is utilized. The meter will be read on a quarterly basis with an allowance of 18,000 gallons per quarter. \$1.68/1,000 gallons will be charged over the 18,000 gallon limit. This Service Charge reflects the currently approved rate and is subject to change.

Water Supply Fees: \$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 17th day of May 1996

.ATTEST:

ST.MARY'S COUNTY METROPOLITAN
COMMISSION

Steven J. Long

Secretary

By: *Joseph I Russell*

Joseph I Russell
Chairman

ATTEST:

DEVELOPER and OWNER

SMC Professional Center Ltd. Partnership

By: St. Mary's Professional Center, Inc.

Vinod K. Shah

By: *Vinod K. Shah*

Vinod K. Shah, Pres.

LENDER #1 and LENDER #2

Maryland Bank and Trust, Co.

Bronda L. Hammitt

By: *Robert H. Swartz*
Robert H. Swartz

EXHIBITS: _____

(COMMISSION)

STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 16th day of May, 1996

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

Joseph T. 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 3/1/00.

(DEVELOPER)

STATE OF

MARYLAND

COUNTY OF

SAINT MARYS

to wit:

I HEREBY CERTIFY that on this 30th day of April, 1996 before me,

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

Vincent K. Shan and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jacqueline Brown

Notary Public

My Commission Expires: 3-9-99

(OWNER)

STATE OF MARYLAND

COUNTY OF SAINT MARYS to wit:

I HEREBY CERTIFY that on this 30th day of April, 19 96 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Vincent K. Gnak and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Jacqueline B. Brown

Notary Public

My Commission Expires: 03-09-99

(LENDER #1)

STATE OF Maryland

COUNTY OF S. Marys to wit:

I HEREBY CERTIFY that on this 30 day of April, 19 96 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared ROBERT C. SWARTZ and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Theresa Spurin

Notary Public

My Commission Expires: 03-01-99

(LENDER #2)

STATE OF Maryland

COUNTY OF St. Marys to wit:

I HEREBY CERTIFY that on this 30 day of April, 19 96 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared ROBERT C SWARTZ 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.

Mareen Spren

Notary Public

My Commission Expires: 04-30-96

STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: St. Mary's Medical Center
TOTAL # OF PHASES: One
DEVELOPER: _____

PHASE I:

PLAT REF: MRB 301/392 # LOTS TO BE SERVED: One (26 EDUs)

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

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 Director on 01/25/96

COMMISSION PARTICIPATION: Actual cost, not to exceed \$66,716.00 without authorization, of the difference between the construction of an 8" dia. water main and a 12" dia. water main and associated appurtenances. The Commission shall pay \$30,000.00 upon completion of 50% of the above construction, with the remainder paid upon 100% completion. Provide a copy of the contractor's bid to the Commission prior to award.

*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: AK

(Initials)

Developer: VKS

(Initials)

EXHIBIT B

STATEMENT OF
PROPOSED SEWER FACILITIES
AND PHASING

PROJECT NAME: St. Mary's Medical Center
TOTAL # OF PHASES: One
DEVELOPER: _____

PHASE I:

PLAT REF: MRB 301/392 # LOTS TO BE SERVED: One (26 EDUs)

PROJECTED CONSTRUCTION START DATE: _____

PROJECTED CONSTRUCTION COMPLETION DATE: _____

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 Director on 01/24/96

COMMISSION PARTICIPATION: Actual cost, not to exceed \$34,020.00 without authorization, of the difference between the construction of 1890 LF of 8" dia. sewer line and 1890LF of 15" dia. sewer line. The commission shall pay \$15,000.00 upon completion of 50% of the construction, with the remainder paid upon 100% completion. Provide the Commission with a copy of the contractor's bid prior to award.

*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: AC

(Initials)

Developer: X MB

(Initials)

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT, executed this 12 day of

June 1997

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

RECORDING FEE 0.00
TOTAL 0.00
RESUME RPT#999999
SMA KAE 81K#1700
SEP 20 2002 10:37 am

Michael L. Burroughs, (hereinafter, the "Developer")

Michael L. Burroughs, (hereinafter, the "Owner") and

First National Bank of St. Mary's, (hereinafter, the "Lender #1"),

First National Bank of St. Mary's, (hereinafter, the "Lender #2", Letter of Credit holder),

WITNESSETH

WHEREAS, the Commission is responsible for all water and sewerage projects in the First (1st) Sanitary District of St. Mary's County, Maryland (the "County"); and,

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

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

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

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

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C, payable to the Commission, its successors and assigns, in an amount of \$ 17,050.00 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.

0000 TABLE 54

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

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

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

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

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

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$596.75 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

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 (\$3,850.00) 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 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 12 day of June 1997

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

Oliver J. King

Secretary

By: Joseph I. Russell

Joseph I. Russell
Chairman

ATTEST:

L F Gray

DEVELOPER

By: Michael L. Burroughs
Michael L. Burroughs

PROPERTY OWNER

By: Michael L. Burroughs
Michael L. Burroughs

L F Gray

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

By: L F Gray
L. F. Gray, AVP

Thomas J. Weiland

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

By: L F Gray
L. F. Gray, AVP

EXHIBITS: _____

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 12th day of June 1997

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

Joseph I. Russell Chairman of the St. Mary's

County Metropolitan Commission, and on behalf of said Commission did acknowledge the foregoing instrument to be the act and deed of the St. Mary's County Metropolitan Commission.

WITNESS my hand and Notarial Seal

Lillian J. Bryan Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF

MARYLAND

COUNTY OF

ST MARY'S

to wit:

I HEREBY CERTIFY that on this 23 day of MAY, 1997 before me,

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

MICHAEL L. BURROUGHS and that he/she/they acknowledged the foregoing Public Works

Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas J. Weiland Notary Public

My Commission Expires: 7-1-99

(OWNER) STATE OF MARYLAND

COUNTY OF ST MARY'S to wit:

I HEREBY CERTIFY that on this 23 day of MAY, 19 97 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared MICHAEL C. BUNNOVITS and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas Weiland Notary Public

My Commission Expires: 7-1-99

(LENDER #1)

STATE OF MARYLAND

COUNTY OF ST MARY'S to wit:

I HEREBY CERTIFY that on this 23 day of MAY, 19 97 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.

Thomas Weiland Notary Public

My Commission Expires: 7-1-99

(LENDER #2)

STATE OF MARYLAND

COUNTY OF ST MARY'S to wit:

I HEREBY CERTIFY that on this 23 day of MAY, 1997 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.

Thomas D. Weiland Notary Public

My Commission Expires: 7-1-99

EXHIBIT A
STATEMENT OF
PROPOSED WATER FACILITIES
AND PHASING

PROJECT NAME: Tower Estates
TOTAL # OF PHASES: One
DEVELOPER: Michael L. Burroughs

PHASE I:

PLAT REF: _____ # LOTS TO BE SERVED: 5

PROJECTED CONSTRUCTION START DATE: 1 June 1997

PROJECTED CONSTRUCTION COMPLETION DATE: 1 June 1998

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 10 April, 1997.

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: JAR
(Initials)

Developer: MLB
(Initials)

THIS PUBLIC WORKS AGREEMENT, executed this 18 day of

September 1997

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

RECORDING FEE 0.00
TOTAL 0.00
REPT# 999999
EWA KAE JIK#1790
SEP 20 2002 10:30 am

Dillow Group, L.L.C., (hereinafter, the "Developer")

Dillow Group, L.L.C., (hereinafter, the "Owner") and

First National Bank of St. Mary's, (hereinafter, the "Lender #1", Letter of Credit holder),

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

WHEREAS, the Developer is developing the Property situated within said Sanitary District of St. Mary's County, Maryland, known and further described as Town Creek Manor Section 8, hereinafter referred to as the "Project"; and,

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

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

of the Facilities; and,

WHEREAS, the Concept Plan for the development of the Project has been submitted to and approved by the Board of County Commissioner of St. Mary's County or their duly appointed agent; and,

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

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

WHEREAS, Developer has furnished a Performance and Payment bond or Irrevocable Letter of Credit which has been approved by the Commission, a copy of which appears at Exhibit C _____, payable to the Commission, its successors and assigns, in an amount of \$ 27,093.00 conditioned that the Developer shall well and truly perform and fulfill the covenants, conditions and terms of this Agreement, and shall assure payment for all materials utilized and work performed, all of which shall remain in force until the expiration of the warranty period as set forth in Paragraph EIGHTH.

WHEREAS, Developer has conveyed unto the Commission any and all required

interest in the real property subject to development of the Facilities within the Project, including necessary interest in fee, as well as easements, rights of entry and other rights of way, as required by the Commission, more particularly set forth in Exhibit N/A, hereinafter referred to as "Commission Property"; and,

WHEREAS, Lender #1 is the holder of a recorded security interest in the Property; and,

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Commission shall grant unto Developer a right of entry onto the Commission Property for the purpose of construction and maintenance of the Facilities, provided, however, that Developer hold the Commission harmless for and incemnifies 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 "As-Built Mylar Drawings" shall be submitted to the Commission.

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

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

SIXTH: Developer shall pay the following fees and charges:

Inspection Charges: \$948.25 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: \$780.00 based upon \$78.00

_____ per connection payable upon execution of this Agreement or at the time a connection permit is issued.

Water Service Charge: \$102.00 per month based upon

\$10.20 per month per meter for service and _____ 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 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. *

* If this option is selected, a bond in the amount of 110% of the amount due (\$7,700.00) 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 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 18 day of Sept 1997

ATTEST:

ST.MARY'S COUNTY METROPOLITAN COMMISSION

[Signature]

Secretary

By: [Signature]

Francis L. Williams
Chairman

ATTEST:

DEVELOPER: Dillow group LLC

[Signature]

By: [Signature]
Mark G. Dillow, General Partner

PROPERTY OWNER: Dillow group LLC

[Signature]

By: [Signature]
Mark G. Dillow, General Partner

LENDER #1

By: [Signature]

Dan Kubican, Sr. Vice President

LENDER #2

By: _____

EXHIBITS: _____

(COMMISSION)STATE OF MARYLAND

COUNTY OF ST. MARY'S,

to wit:

I HEREBY CERTIFY that on this 18th day of September 1997

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

Lucian J. Bryan Notary Public

My Commission Expires: 02/01/00

(DEVELOPER)STATE OF

Maryland

COUNTY OF

St. Mary's

to wit:

I HEREBY CERTIFY that on this 21 day of August, 1997 before me,

the subscriber, a Notary Public in the county aforesaid, personally appeared Mark G. Dillow and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Kathleen V. Rice Notary Public

My Commission Expires: June 7, 1999

Kathleen V. Rice, Notary Public
St. Mary's County
State of Maryland
My Commission Expires June 7, 1999

(OWNER)STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 21 day of August, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Mark H. Oellan and that he/she/they acknowledged the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Kathleen V. Rice Notary Public

My Commission Expires: June 7, 1999

(LENDER #1)

STATE OF Maryland

COUNTY OF St. Mary's to wit:

I HEREBY CERTIFY that on this 21 day of August, 1997 before me, the subscriber, a Notary Public in the county aforesaid, personally appeared Dan Kubican and that he/she/they acknowledged the execution of the foregoing Public Works Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Thomas A. Weiland Notary Public

My Commission Expires: 7-1-99

(LENDER #2)

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: _____

EXHIBIT A

STATEMENT OF

PROPOSED WATER FACILITIES

AND PHASING

PROJECT NAME: Town Creek Manor, Section 8

TOTAL # OF PHASES: One

DEVELOPER: Dillow Group, L.L.C.

PHASE I:

PLAT REF: CBG 6/65 # LOTS TO BE SERVED: 10

PROJECTED CONSTRUCTION START DATE: October, 1997

PROJECTED CONSTRUCTION COMPLETION DATE: December 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 20 August, 1997.

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

CERTIFICATE OF CAMERA OPERATOR

I hereby certify that the documents represented by the micrographics appearing on this roll of film designated as Reel No. 1189 were photographed by the undersigned on this date.

Metropolitan Commission

Reel begins with EWA 7 1-121

Reel ends with EWA 8 1-177

No. of Images 298

By Perrin

Date 10/4/02

END