

COUNTY COMMISSIONERS OF ST. MARY'S COUNTY
RESOLUTION NO. R-2003-71

APPROVAL OF RESOLUTION OF ST. MARY'S COUNTY
BUILDING AUTHORITY COMMISSION

RECORDING FEE 6.00
TOTAL 9.00
RECEIVED REPT#000000
CIVIL NO# 21143786
Nov 25, 2003 02:00 PM

Resolution of the County Commissioners of St. Mary's County, approving the passage and the adoption of a Resolution adopted on November 17, 2003 by the St. Mary's County Building Authority Commission, which Resolution authorized and provided for the issuance and sale of not to exceed Seven Million Dollars (\$7,000,000.00) "St. Mary's County Building Authority Commission Refunding Bonds of 2003" (the "Bonds"); approving and concurring in the form of the Bonds; authorizing the County to execute a Second Supplement to Facility Site Lease and a Supplement to Lease Agreement with the Commission; and generally relating to the issuance of such Bonds and the form thereof.

RECITALS

On November 17, 2003, St. Mary's County Building Authority Commission (the "Commission") adopted a resolution (the "Commission Resolution") entitled as follows:

RESOLUTION OF ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION providing for the issuance and sale of not to exceed Seven Million Dollars (\$7,000,000.00) aggregate principal amount of bonds (the "Bonds") under the provisions of Section 26-18 of the Code of Public Local Laws of St. Mary's County (1978 Edition, as amended), the Bonds to be designated "St. Mary's County Building Authority Commission Refunding Bonds of 2003," and to be issued and sold for the purpose of providing funds to refund the St. Mary's County Building Authority Commission Nursing Home Project and Refunding Bonds of 1992; prescribing the form and tenor of the Bonds and the terms and conditions for the issuance and sale thereof at public sale, including the form of the notice of sale; prescribing the terms and conditions of the Bonds and all other details incident to the issuance, sale and delivery of the Bonds; providing for the disbursement of the proceeds of the Bonds; authorizing the preparation and distribution of a preliminary and final official statement in connection with the sale of the Bonds; providing for the levy and collection of assessments, taxes and charges to the extent necessary to provide for the payment of the interest on the Bonds and to pay the principal when due on the Bonds; providing for any necessary action by the Commission in connection with the levy and collection of taxes by the County in accordance with the terms of the Lease; appointing a Paying Agent, a Bond Registrar and an Escrow Deposit Agent for the Bonds; appointing a Secretary of the Commission; and generally relating to the issuance, sale, delivery and payment of the Bonds.

The Commission Resolution authorized and provided for the issuance and sale of Bonds, in fully registered form to be designated "St. Mary's County Building Authority Commission Refunding Bonds of 2003" in an aggregate principal amount not to exceed \$7,000,000.00.

The Board of County Commissioners of St. Mary's County, Maryland has considered the Commission Resolution and has determined that this Board approves and concurs in the passage of the Commission Resolution.

The County has leased the premises located at 21585 Peabody Street, Leonardtown, Maryland (the "Facility Site") to the Commission pursuant to the terms of the Facility Site Lease dated as of July 15, 1986 (the "Facility Site Lease"). The Facility Site Lease was amended and supplemented by the County and the Commission pursuant to the terms of the First Supplement to Facility Site Lease, dated as of September 15, 1992 (the "First Supplement"). The Commission has leased the Facility Site back to the County pursuant to the terms of the Lease Agreement dated as of September 15, 1992 (the "1992 Lease Agreement"). For the purpose of paying the interest on and principal of the Bonds, the Commission has requested, and the County

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BUILDING AUTHORITY
COMMISSION

has agreed, that the Commission and the County shall enter into a Second Supplement to Facility Site Lease (the "Second Supplement") and a Supplement to Lease Agreement (the "Supplement to 1992 Lease" and, together with the 1992 Lease Agreement, the "Lease"). The County's payments under the Lease shall be: (i) an obligation to which the County shall have pledged its full faith and credit and unlimited *ad valorem* taxing powers; and (ii) payable at such times and in such amounts as shall provide the Commission with sufficient funds with which to pay the maturing principal and the accrued interest on the Bonds as the same become due and payable.

The Board of County Commissioners desires to authorize and instruct its officers to execute the Second Supplement to pay the principal of and interest on the Bonds.

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

Section 1: Acting pursuant to Section 26-18 of the Code of Public Local Laws of St. Mary's County (2001 Edition, as amended), County Commissioners of St. Mary's County, a body politic and corporate and a political subdivision of the State of Maryland (the "County"), hereby concurs in the judgment of the Commission as set forth by the terms of the Commission Resolution.

The County accordingly approves the issuance and sale of Bonds of the Commission designated "St. Mary's County Building Authority Commission Refunding Bonds of 2003" in an aggregate principal amount of not to exceed \$7,000,000.00 upon the terms and conditions set forth in the Commission Resolution, all of which terms, conditions, covenants and undertakings are hereby approved by the County and are adopted by the County as and for its own.

Section 2: The County hereby authorizes and instructs the President of the Board of County Commissioners to execute and deliver the Second Supplement and the Supplement to 1992 Lease on behalf of the County, pursuant to the terms of which the County shall pledge its full faith and credit and unlimited *ad valorem* taxing powers to the payment under the Lease of moneys at such times and in such amounts as shall provide the Commission with sufficient funds with which to pay the maturing principal and the accrued interest on the Bonds as the same become due and payable.

Section 3: As provided in the Lease, the full faith and credit and unlimited taxing power of the County are hereby irrevocably pledged to the County's payments under the Lease as and when due and payable. In accordance with the provisions of the Lease, the County hereby covenants to levy and collect *ad valorem* taxes upon all the assessable property within the corporate limits of the County in rate and amount sufficient to provide for payments as and when due under the Lease.

Section 4. This Resolution shall take effect on the date of its adoption.

[signatures appear on next page]


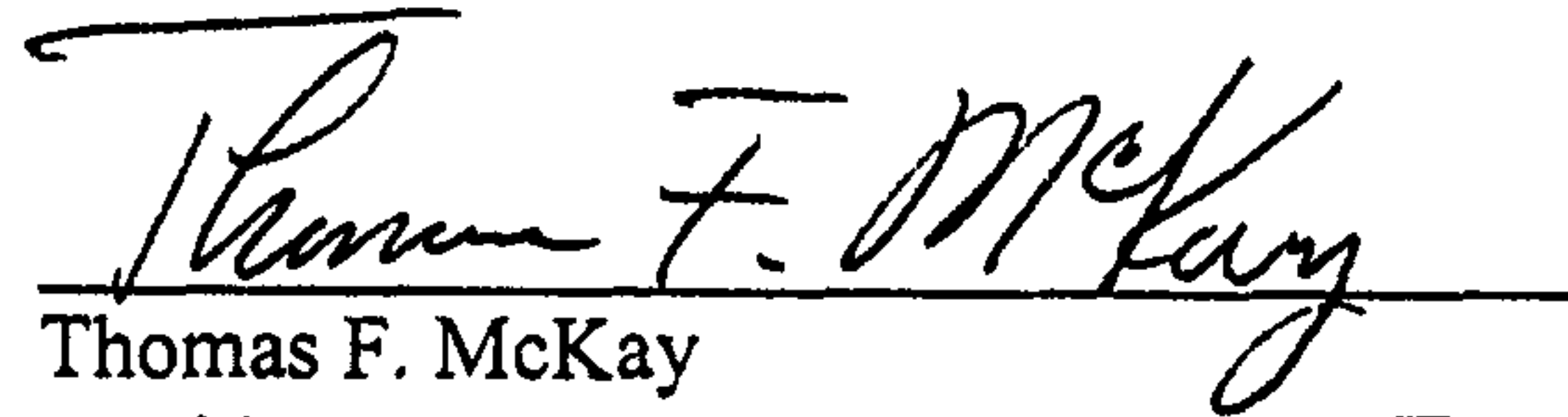
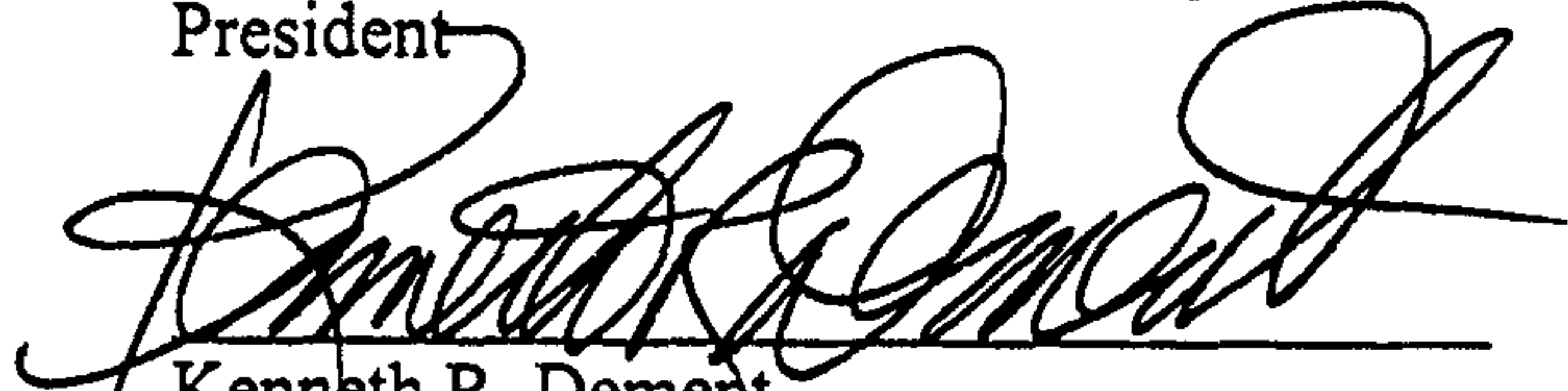
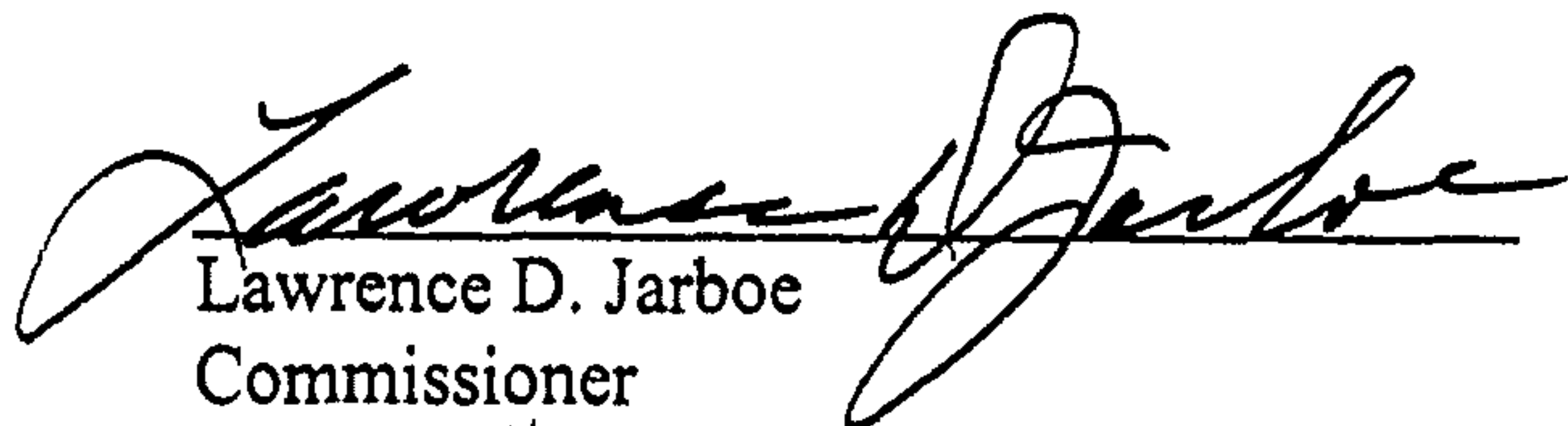
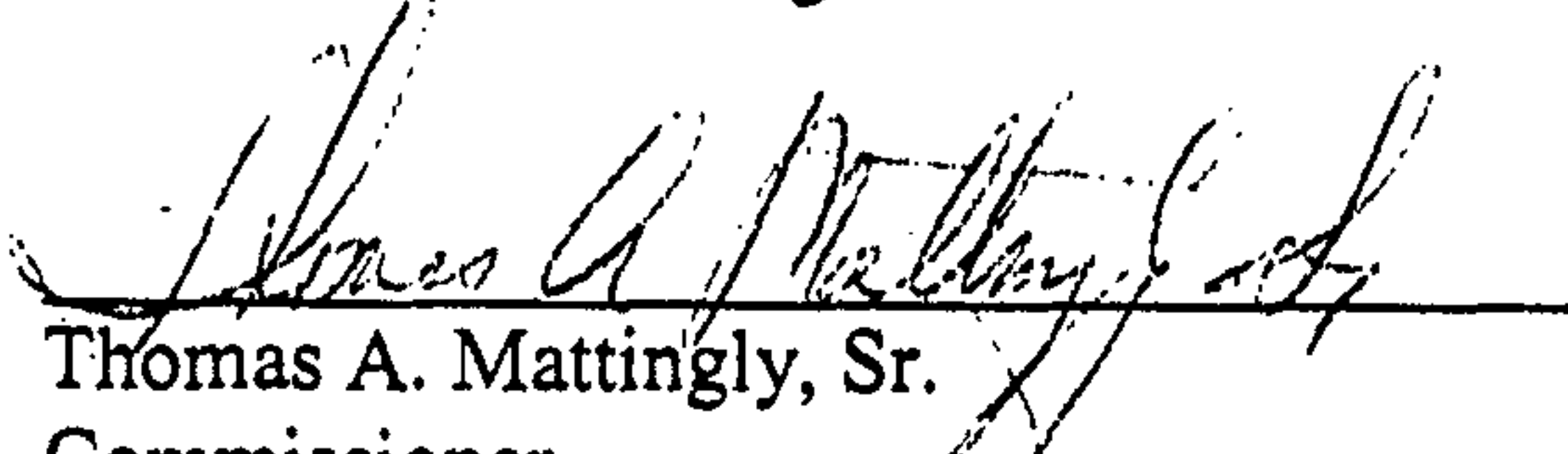
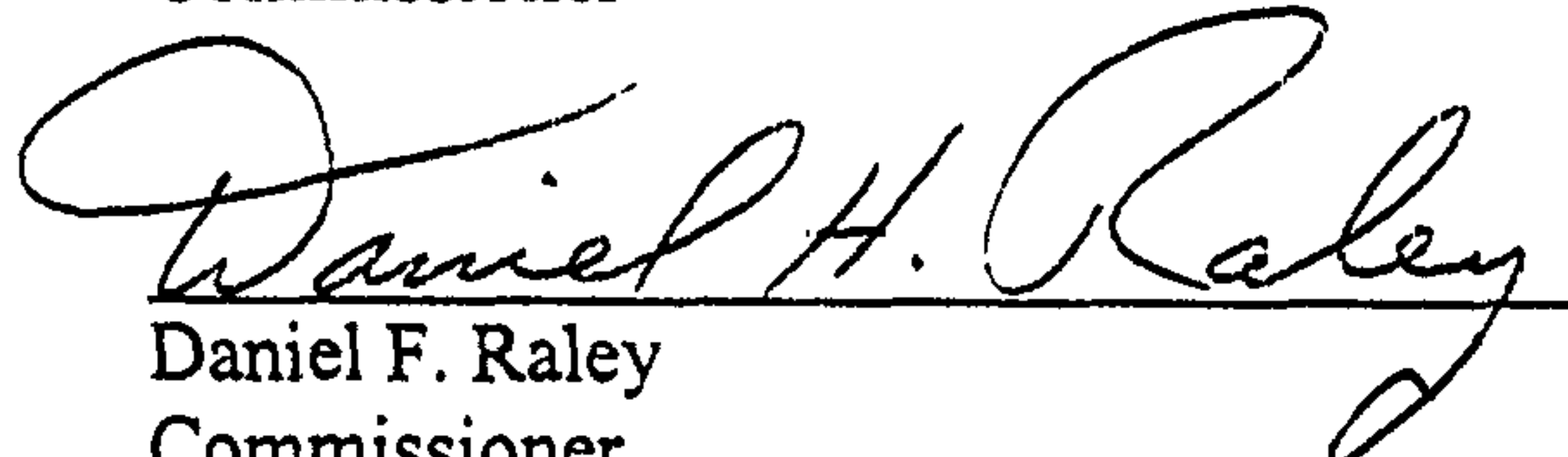
RESOLUTION NO. 2003-71
SUBJECT: APPROVAL OF RESOLUTION OF
ST. MARY'S COUNTY
BUILDING AUTHORITY
COMMISSION

Adopted: November 18, 2003

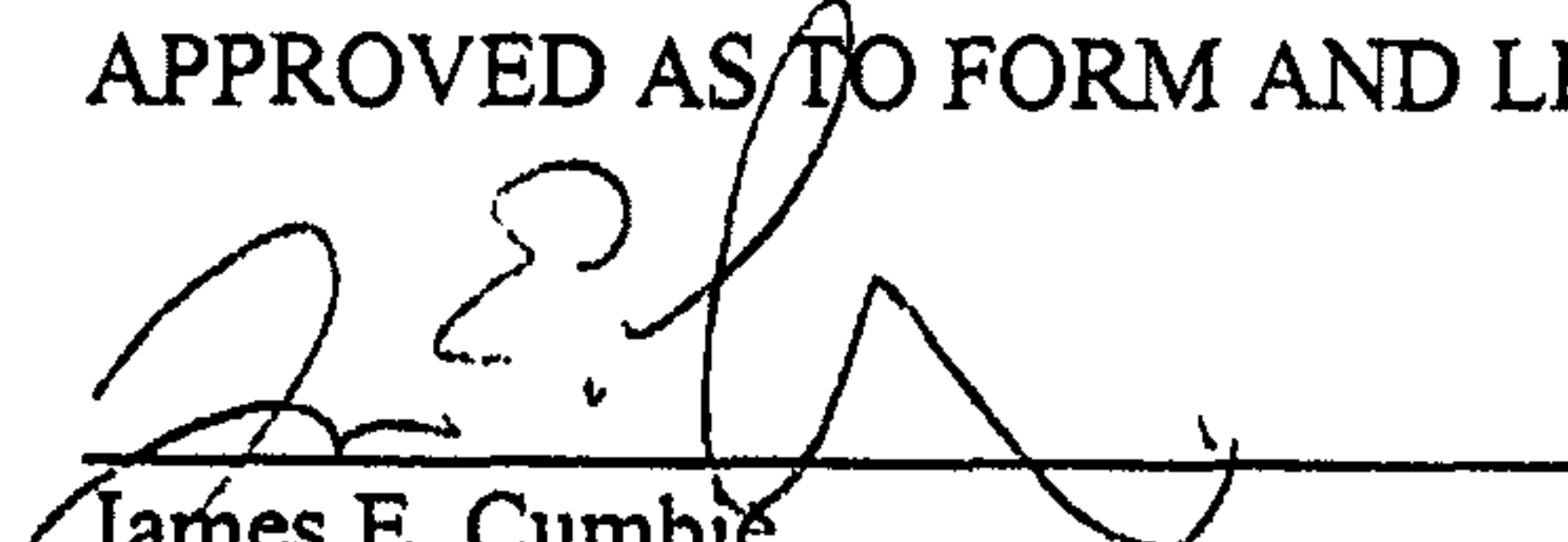
SEAL

COUNTY COMMISSIONERS OF ST. MARY'S
COUNTY

ATTEST:


George G. Forrest
County Administrator
Thomas F. McKay
President
Kenneth R. Dement
Commissioner
Lawrence D. Jarboe
Commissioner
Thomas A. Mattingly, Sr.
Commissioner
Daniel F. Raley
Commissioner

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


James E. Cumbie
Bond Counsel

ST. MARY'S COUNTY BUILDING AUTHORITY

RESOLUTION NO. 2003-72

LIBERO 028 PAGE 04

RESOLUTION OF ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION providing for the issuance and sale of not to exceed Seven Million Dollars (\$7,000,000.00) aggregate principal amount of bonds (the "Bonds") under the provisions of Section 26-18 of the Code of Public Local Laws of St. Mary's County (Edition, as amended), the Bonds to be designated "St. Mary's County Building Authority Commission Refunding Bonds of 2003," and to be issued and sold for the purpose of providing funds to refund the St. Mary's County Building Authority Commission Nursing Home Project and Refunding Bonds of 1992; prescribing the form and tenor of the Bonds and the terms and conditions for the issuance and sale thereof at public sale, including the form of the notice of sale; prescribing the terms and conditions of the Bonds and all other details incident to the issuance, sale and delivery of the Bonds; providing for the disbursement of the proceeds of the Bonds; authorizing the preparation and distribution of a preliminary and final official statement in connection with the sale of the Bonds; providing for the levy and collection of assessments, taxes and charges to the extent necessary to provide for the payment of the interest on the Bonds and to pay the principal when due on the Bonds; providing for any necessary action by the Commission in connection with the levy and collection of taxes by the County in accordance with the terms of the Lease; appointing a Paying Agent, a Bond Registrar and an Escrow Deposit Agent for the Bonds; and generally relating to the issuance, sale, delivery and payment of the Bonds.

RECORDING FEE 6.00
TOTAL 6.00
RESTORATION REPORT # 09093
EMA FILE DIRECTOR

RECITALS

Section 26-18 of the Code of Public Local Laws of St. Mary's County (Edition, as amended) (the "Commission Enabling Act"), provides for the creation of the St. Mary's County Building Authority Commission (the "Commission") and specifies the powers, duties and obligations thereof, including the power to issue bonds for the purpose of financing or refinancing the costs of acquiring, constructing, reconstructing, renovating, rehabilitating, expanding, equipping or leasing real property and improvements thereon. Section 24 of Article 31 of the Annotated Code of Maryland, as amended (the "Refunding Act") authorizes the Commission to issue bonds for the purpose of refunding outstanding Commission bonds.

In order to provide funds to refund the Commission's Nursing Home Project and Refunding Bonds of 1992 maturing on and after July 15, 2004, the Commission has determined, with the approval of the County Commissioners of St. Mary's County (the "County"), to issue bonds under the authority of the Commission Enabling Act and the Refunding Act.

NOW, THEREFORE, BE IT RESOLVED BY THE ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION:

Section 1. Acting pursuant to the Commission Enabling Act and the Refunding Act, the Commission hereby determines to issue and sell, upon the full faith and credit of the County, in the manner hereinafter provided, not to exceed Seven Million Dollars (\$7,000,000.00) aggregate principal amount of its bonds to be designated "St. Mary's County Building Authority Commission Refunding Bonds of 2003" (the "Bonds"), the net proceeds of such sale to be used:

(1) To provide funds to purchase, or deposit with an escrow deposit agent to purchase, direct obligations of, or obligations the timely payment of the principal and interest on which is unconditionally guaranteed by, the United States of America, the principal of and interest on which will be sufficient without reinvestment to effect the refunding of the Commission's bonds designated "St. Mary's County Building Authority Commission Nursing Home Project and Refunding Bonds of 1992" (the "Series 1992 Bonds"), including the payment of a one percent (1%) redemption premium on such Series 1992 Bonds and interest on such Series 1992 Bonds due on the date fixed for redemption.

(2) To provide funds to pay the costs of issuing the Bonds, including (without limitation) printing expenses, the fees of the Paying Agent with respect to the payment of the Bonds, and legal and other professional fees.

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The Commission hereby determined to be in the best interests of the Commission and consistent with its long-term financial plan to issue the Bonds in order to refund the Series 1992 Bonds. Refunding the Series 1992 Bonds is expected to achieve debt service savings for the Commission.

Section 2. The Bonds shall be dated December 1, 2003 (or such later date established by the Chairman of the Commission (the "Chairman"), with the advice of the financial advisor to the Commission as provided in Section 10, in the event the scheduled date for the sale of the Bonds of December 2, 2003 is postponed) and shall be issued only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered consecutively from one upward in the order of their maturity. The Bonds shall mature, subject to prior redemption hereinafter provided, in annual installments on July 15, in such principal amounts as shall be approved by the Chairman.

Section 3. Bonds that mature on or before July 15, 2013, shall not be subject to redemption prior to their maturities. The Bonds that mature on or after July 15, 2014, shall be subject to redemption beginning July 15, 2013, as a whole at any time or in part on any interest payment date, in any order of maturities, at the option of the Commission, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed as set forth in the table below, together with accrued interest to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption Price</u>
July 15, 2013, to July 14, 2014	101%
July 15, 2014, to July 14, 2015	100.5%
July 15, 2015, and thereafter	100%

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds from such maturity to be redeemed shall be selected by lot by the Bond Registrar for the Bonds appointed pursuant to Section 17 hereof in such manner as the Bond Registrar in its sole discretion may determine.

Not less than thirty (30) days prior to the date of redemption of any Bonds the Commission shall cause notice of such redemption to be mailed, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses as they appear on the registration books hereinafter provided for; provided, however, that the failure to mail such notice to any registered owner or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of the proceeding for the redemption of the Bonds. The Commission may, but shall not be obligated to, also publish such notice of redemption at least once not less than thirty (30) days prior to the date fixed for redemption in a financial journal or daily newspaper of general circulation in the Borough of Manhattan, New York, New York. The redemption notice shall state: (i) whether the Bonds are to be redeemed in whole or in part and, if in part, the maturities and numbers of the Bonds to be redeemed; (ii) that the interest on the Bonds shall cease to accrue on the date fixed for redemption; (iii) the date fixed for redemption and the redemption price; and (iv) that the Bonds to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the principal corporate trust office of the Paying Agent appointed pursuant to Section 17 hereof.

If less than all of a Bond in a denomination in excess of \$5,000 is redeemed, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of the registered owner, Bonds in any authorized denomination specified by the registered owner. The amount of Bonds so issued shall not exceed the unredeemed balance of the principal amount of the Bonds surrendered and the Bonds issued shall bear the same interest rate and mature on the same date as the unredeemed balance of the Bond surrendered.

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SUBJECT: AUTHORIZING ISSUANCE AND
SALE OF REFUNDING BONDS

From and after the date fixed for redemption, if notice has been duly and properly given and if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds called for redemption shall cease to bear interest and the registered owners of such Bonds so called for redemption shall have no rights in respect thereof, except to receive payment for the redemption price thereof, plus accrued interest thereon to the date fixed for redemption from such funds. Upon presentation for redemption in compliance with the redemption notice, the Bonds so called for redemption shall be paid by the Paying Agent at the redemption price, plus accrued interest to the date fixed for redemption. If any such Bond is not paid upon presentation in accordance with this Resolution, then such Bond shall continue to bear interest at the rate stated in such Bond until paid.

Section 4. The Bonds shall bear interest from December 1, 2003 at the rate or rates of interest fixed at the time of the sale of the Bonds. Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date, or unless authenticated prior to the first interest payment date, in which event it shall bear interest from the date of the Bonds; provided, however, that if at the time of authentication of any Bond interest is in default, such Bond shall bear interest from the date to which interest has been paid. The interest on all Bonds shall be paid semi-annually on January 15 and July 15, beginning July 15, 2004 (seven and one-half months), of each year in which any Bonds may be outstanding.

Section 5. The Bonds, when issued, shall be executed in the name and on behalf of the Commission by the manual or facsimile signature of the Chairman of the Commission and the seal of the Commission (or a facsimile thereof) shall be imprinted on each of the Bonds, attested by the manual or facsimile signature of the Secretary of the Commission. The facsimiles of the signatures of the Chairman and the Secretary of the Commission and the facsimiles of the seal of the Commission may be engraved, printed or lithographed on each of the Bonds in accordance with, and pursuant to the authority of, Sections 2-301 to 2-306, inclusive, of the State Finance and Procurement Article of the Annotated Code of Maryland. If any officer whose signature appears on such Bonds in manual or facsimile form shall cease to be such officer before delivery of such Bonds, such signature shall, nevertheless, be valid and sufficient for all purposes as if the officer had remained in office until such delivery. Each Bond shall be authenticated by the manual signature of an authorized officer of the Bond Registrar. No Bond issued hereunder shall be valid for any purpose or constitute an obligation of the Commission or the County unless so authenticated.

Section 6. The Bonds shall be negotiable instruments for all purposes and shall be transferable by delivery subject only to the provisions for registration and registration of transfer endorsed on the Bonds as hereinafter provided.

The Commission shall cause books for registration and the registration of transfer of Bonds to be prepared. The registration books shall be kept by the Bond Registrar for the purpose of registering the Bonds and the transfers of the Bonds. The holder of any Bond may register such Bond only upon such books.

The Bonds shall be transferable only upon the registration books kept at the principal corporate trust office of the Bond Registrar, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer in the form attached thereto and satisfactory to the Bond Registrar and duly executed by the registered owner or his duly authorized attorney. Upon surrender of any Bond at the principal corporate trust office of the Bond Registrar, together with a written instrument of transfer described above, such Bond may be exchanged for an equal aggregate principal amount of Bonds in any authorized denominations, bearing interest at the same rate and having the same stated maturity date.

In all cases in which Bonds shall be exchanged hereunder, the Commission shall execute and the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such

exchange shall forthwith be cancelled by the Bond Registrar. The Commission or the Bond Registrar may make a charge for every such exchange of Bonds sufficient to reimburse it for any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such exchange, but no other charge shall be made to any holder for the privilege of exchanging Bonds under the provisions of this Resolution.

Neither the Commission nor the Bond Registrar shall be required to register the transfer of any Bond or portion thereof or make any such exchange of any Bond after mailing of notice calling such Bond or any portion thereof for redemption; provided, however, that this limitation shall not apply to that portion of a Bond which is not being called for redemption.

The Commission and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Commission or the Bond Registrar) for the purpose of receiving payment of or on account of the principal or redemption price of such Bond, and for all other purposes and neither the Commission nor the Bond Registrar shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

Section 7. (a) So long as the Bonds are maintained in Book-Entry Form, payments of principal of the Bonds shall be made as described in this Section. At any other time, the principal of the Bonds shall be payable to the person appearing on the registration books of the Commission provided for herein as the registered owner thereof, such principal to be payable at the principal corporate trust office of the Paying Agent, upon presentation and surrender of such Bonds, on the date such principal is payable or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day. So long as Bonds are maintained in Book-Entry Form, payment of interest on the Bonds shall be made as described in this Section. At any other time, payment of the interest on the Bonds shall be made by check mailed by the Paying Agent on or before each interest payment date (or if such date is not a Business Day, on the next succeeding Business Day) to the persons in whose names such Bonds shall be registered as of the fifteenth day of the month immediately preceding the month in which each such interest payment date occurs (the "Regular Record Date") at the registered owner's address as shown on the registration books maintained by the Bond Registrar. Any interest on any Bond which is payable but is not punctually paid or provision for the payment of which has not been made shall forthwith cease to be payable to the registered owner on the relevant regular record date solely by virtue of such registered owner having been such registered owner; and such interest shall be paid by the Paying Agent to the persons in whose names such Bond is registered at the close of business on a record date for the payment of such interest to be fixed by the Bond Registrar for the payment of such interest, notice thereof to be mailed, first-class postage prepaid, to each registered owner at his address as it appears in the registration books maintained by the Bond Registrar not less than thirty (30) days prior to such special record date, or may be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds may be listed, and upon such notice as may be required by such exchange.

(b) The provisions of this Section shall apply to the Bonds so long as all of the Bonds shall be maintained in Book-Entry Form with a Depository, any other provisions of this Resolution to the contrary notwithstanding.

A system for registration of the Bonds in Book-Entry Form with a Depository, which shall initially be The Depository Trust Company, New York, New York ("DTC"), shall be in effect on the date of the issuance and sale of the Bonds.

(i) one fully registered bond for the aggregate principal amount of each maturity and interest rate, will be registered in the name of Cede & Co., as nominee for DTC and immobilized in the custody of DTC (or its designee).

(ii) Transfer of ownership interest in the Bonds will be accomplished by book entries made by DTC and, in turn, by the participants (the "DTC Participants") who act on behalf of the ultimate purchasers of the Bonds (the "Beneficiary Owners"). The Beneficial Owners will not receive certificates representing their ownership in the Bonds, except as hereafter provided.

(iii) The principal or redemption price of and interest on the Bonds shall be payable to the Depository, or registered assigns, as the registered owner of the Bonds, in next day funds on each date on which the principal or redemption price of or interest on the Bonds is due as set forth in this Resolution and in the Bonds. Such payments shall be made to the offices of the Depositor specified by the Depository to the Paying Agent in writing. Without notice to or the consent of the holders of the Bonds, the Commission, the Paying Agent and the Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. Neither the Commission nor the Paying Agent shall have any obligation with respect to the transfer or crediting of the appropriate principal and interest payments to the direct or indirect participants of the Depository (the "Participants") or the Beneficial Owners or their nominees.

(iv) The Commission may replace any Depository as the Depositor for the Bonds with another Depository or discontinue the maintenance of the Bonds with any Depository if: (a) the Commission, in its sole discretion, determines that any (A) such Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interests of the Beneficial Owners might be adversely affected by the continuation of the Book-Entry System with such Depository as the Depository for the Bonds, or (b) such Depository determines not to continue to act as a securities depository for the Bonds or it no longer permitted to act as such Depository. Notice of any determination pursuant to clause (a) shall be given to such Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Depository). Neither the Commission nor the Paying Agent will have any obligation to make any investigation to determine the occurrence of any events that would permit the Commission to make any determination described in this paragraph.

(v) If, following a determination or event specified in paragraph (iv) above, the Commission discontinues the maintenance of the Bonds in Book-Entry Form, the Commission will issue replacement bonds (the "Replacement Bonds") directly to the Participants as shown on the records of the Depository or, to the extent requested by any Participant, to the Beneficial Owners as further described in this Section. The Bond Registrar shall make provisions to notify Participants and the Beneficial Owners by mailing an appropriate notice to the Depository, or by other means deemed appropriate by the Bond Registrar in its discretion, that the Commission will issue Replacement Bonds directly to the Participants shown on the records of the Depository or, to the extent requested by any Participant, to Beneficial Owners shown on the records of such Participant, as of a date set forth in such notice, which shall be a date at least 10 days after receipt of such notice by the Depository (or such fewer number of days as shall be acceptable to the Depository).

In the event that Replacement Bonds are to be issued to Participants or to Beneficial Owners, the Paying Agent shall promptly have prepared Replacement Bonds registered in the names of such Participants as shown on the records of the Depository or, if requested by such Participants, in the names of the Beneficial Owners, as shown on the records of such Participants as of the date set forth in the notice delivered in accordance with the immediately preceding paragraph. Replacement Bonds issued to Participants or to Beneficial Owners shall be in the authorized denomination, by payable as to principal and interest on the same dates as the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the Bond Register and be in fully registered form.

Replacement Bonds issued to a Depository shall have the same terms, form and content as the Bonds initially registered in the name of the Depository to be replaced or its nominee except for the name of the record owner.

(vi) The Depository and its Participants and the Beneficial Owners, by their acceptance of the Bonds, agree that neither the Commission nor the Paying Agent shall have any liability for the failure of such Depository to perform its obligations to the Participants and the Beneficial Owners, nor shall the Commission or the Paying Agent be liable for the failure of any Participant or other nominee of the Beneficiary Owners to perform any obligation to the Beneficial Owner.

For purposes of this Section, the following words shall have the following meanings:

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which: (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry; and (ii) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as holder, with the physical bond certificates "immobilized" in the custody of the Depository.

"Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in municipal bonds, and to effect transfers of municipal bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company, New York, New York.

Section 8. Except as provided hereinafter or in resolutions of the Commission or of the County adopted prior to the issuance of the Bonds, the Bonds shall be in substantially the following form, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Commission as and for the form of obligation to be incurred by the Commission and the County, and said covenants and conditions, including the promises to pay therein contained, are hereby made binding upon the Commission and upon the County, in accordance with the endorsement on the Bonds.

RESOLUTION NO. 2003-72
SUBJECT: AUTHORIZING ISSUANCE AND
SALE OF REFUNDING BONDS

LIBERO 0 2 8 PAGE 1 0 (Form of Bond)

UNITED STATES OF AMERICA
STATE OF MARYLAND
ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION

No. R-__ \$_____

ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION

REFUNDING BONDS OF 2003

Maturity Date	Interest Rate	Original Issue Date	CUSIP
July 15, 20__		December 1, 2003	

Registered Owner:

Principal Amount: Dollars

ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION, a body politic and corporate organized and existing under the Constitution and laws of the State of Maryland (the "Commission"), hereby acknowledges itself indebted for value received, and promises to pay to the registered owner shown above or his registered assigns or legal representatives, on the date specified above (unless this bond shall be redeemable and shall have been called for prior redemption, with payment of the redemption price made or provided for) or, if such day is not a Business Day (hereinafter defined), then on the next succeeding Business Day, upon presentation and surrender of this bond at the principal corporate trust office of Manufacturers and Traders Trust Company, Baltimore, Maryland (the "Bond Registrar and Paying Agent"), the principal amount shown above in any coin or currency which, at the time of payment, is legal tender for the payment of public and private debts and to pay to the registered owner hereof by check or draft payable in like coin or currency mailed to such registered owner at his address as it appears on the bond registration books kept by the Bond Registrar and Paying Agent, interest on the principal sum at the interest rate per annum shown above until payment of such principal amount or until the prior redemption hereof, such interest being payable on January 15 and July 15 in each year, beginning July 15, 2004 (seven and one-half months), accounting from the most recent date to which interest has been paid or, if no interest has been paid, from December 1, 2003. All interest due on this bond shall be payable to the registered owner in whose name this bond is registered on such Bond registration books as of the close of business on the Regular Record Date for such interest payment, which shall be the 15th day of the month immediately preceding the month in which each such interest payment date occurs, and shall be made by check mailed by the Bond Registrar and Paying Agent on the interest payment date (or if such date is not a Business Day, on the next succeeding Business Day) to such person at his address as it appears on the Bond Register; provided, however, that if and to the extent that there is a default in the payment of the interest due on any interest payment date, such defaulted interest may be paid to the person in whose name this bond is registered as of the close of business on a date fixed by the Bond Registrar and Paying Agent for such defaulted interest payment, notice whereof being given by letter mailed first class, postage prepaid, to the registered owner not less than 30 days prior to such special record date, at the address of such registered owner appearing on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the

requirements of any securities exchange on which the bonds of this series may be listed and upon such notice as may be required by such exchange.

"Business Day" means a day other than a Saturday, Sunday or a day on which banking institutions under the laws of the state governing the Bond Registrar and Paying Agent are authorized or obligated by law or required by executive order to remain closed.

This bond is one of a duly authorized issue or series of bonds of the Commission aggregating \$_____ in principal amount, which are in denominations of \$5,000 each or any integral multiple thereof, all dated December 1, 2003, and designated as "St. Mary's County Building Authority Commission Refunding Bonds of 2003" (the "Bonds"), which mature serially in installments on the 15th day of July in each of the years 2004 to 2016, inclusive, and bear interest at the following rates per annum:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2004			2011		
2005			2012		
2006			2013		
2007			2014		
2008			2015		
2009			2016		
2010					

The Bonds are numbered from one consecutively upward within each maturity and are of like tenor and effect except as to maturity, number, interest rate, denomination and redemption provisions and are issued pursuant to and in full conformity with the provisions of Section 26-18 of the Code of Public Local Laws of St. Mary's County (Edition, as amended) (the "Commission Enabling Act"), and by virtue of due proceedings had and taken by the Board of County Commissioners of St. Mary's County, and by the St. Mary's County Building Authority Commission, particularly a resolution adopted by the Commission on November 17, 2003, and a resolution adopted by the Board of County Commissioners of St. Mary's County on November 18, 2003 (collectively, the "Resolution").

The Bonds are limited obligations of the Commission, the principal of, premium (if any) and interest on which are payable solely from rents or other revenues derived from the real property, and improvements thereon, acquired, constructed, reconstructed, renovated, rehabilitated, expanded, equipped, or leased by the Commission pursuant to the Commission Enabling Act, and from any other funds made available to the Commission for such purpose. Neither the Bonds nor the interest on them shall ever constitute an indebtedness or a charge against the general credit of the Commission or the general credit or taxing power of the County within the meaning of any constitutional or statutory limitation and neither shall ever constitute or give rise to any pecuniary liability of the Commission or the County, except to the extent that the County may be the lessee of the real property and improvements thereon with respect to which the Bonds are issued.

Bonds which mature on or after July 15, 2014, are subject to redemption beginning July 15, 2013, as a whole at any time or in part on any interest payment date in any order of maturities, at the option of the Commission, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed as set forth in the table below, together with interest accrued to the date fixed for redemption:

<u>Redemption Period</u> <u>(both dates inclusive)</u>	<u>Redemption Price</u>
July 15, 2013 to July 14, 2014	101%
July 15, 2014 to July 14, 2015	100.5%
July 15, 2015, and thereafter	100%

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If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds or portion of Bonds to be redeemed from such maturity will be selected by lot by the Bond Registrar and Paying Agent.

When less than all of a Bond in a denomination in excess of \$5,000 is so redeemed, then, upon the surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations as specified by the registered owner, the aggregate face amount of such Bonds not to exceed the unredeemed balance of the principal amount of the Bond surrendered, and to bear the same interest rate and to mature on the same date as the unredeemed balance of the Bond surrendered.

If the Commission elects to redeem all or a portion of the Bonds outstanding, it will give a redemption notice to the registered owners of the Bonds to be redeemed by letter mailed first class, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Bond Registrar; provided, however, that the failure to mail the redemption notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings; and provided further, that the Commission may, but shall not be obligated to, publish such notice of redemption at least once (not less than thirty (30) days prior to the date fixed for redemption) in a financial journal or daily newspaper of general circulation in the Borough of Manhattan, New York, New York. The redemption notice shall state (i) whether the Bonds are redeemed in whole or in part and, if in part, the maturities and numbers of the Bonds to be redeemed, (ii) that the interest on the Bonds to be redeemed shall cease on the date fixed for redemption, (iii) the date fixed for redemption and the redemption price and (iv) that the Bonds to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the principal corporate trust office of the Bond Registrar and Paying Agent. From and after the date fixed for redemption, if notice has been duly and properly given, and if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the Bonds designated for redemption shall cease to bear interest and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment for the redemption price thereof plus accrued interest thereon to the date fixed for redemption from such funds. Upon presentation and surrender for redemption in compliance with the redemption notice, the Bonds to be redeemed shall be paid by the Paying Agent at the redemption price. If they are not paid upon presentation, the Bonds designated for redemption shall continue to bear interest at the rates stated therein until paid.

The Commission has appointed Manufacturers and Traders Trust Company, Baltimore, Maryland as Bond Registrar and Paying Agent to open books for the registration and for the transfer of Bonds. This bond will be transferable only upon the registration books kept at the principal corporate trust office of the Bond Registrar and Paying Agent, by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar and Paying Agent and duly executed by the registered owner or his duly authorized attorney. The Commission and the Bond Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

This bond may be transferred or exchanged at the principal corporate trust office of the Bond Registrar and Paying Agent. Upon any transfer or exchange, the Commission shall issue and the Bond Registrar and Paying Agent shall authenticate and deliver a new registered bond or bonds of any of the authorized denominations in an aggregate principal amount equal to the principal amount of the bond exchanged or transferred and maturing on the same date and bearing interest at the same rate. In each case, the Bond Registrar and Paying Agent may require payment by the registered owner of this bond, requesting the exchange or transfer hereof, of any

tax, fee or other governmental charge shipping charges and insurance that may be required to be paid with respect thereto, but otherwise no charge shall be made to the registered owner hereof for the exchange or transfer.

The Bond Registrar and Paying Agent shall not be required to transfer or exchange this bond after the mailing of notice calling this bond or any portion hereof for redemption; provided, however, that this limitation shall not apply to that portion of this bond which is not being called for redemption.

The Commission and the Bond Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof (whether or not this bond is overdue and notwithstanding any notation hereon made by anyone other than the Commission or the Bond Registrar and Paying Agent) for the purpose of receiving payment of or on account of the principal or redemption price of this bond, and for all other purposes, and neither the Commission nor the Bond Registrar and Paying Agent shall be affected by any notice to the contrary. All payments made to the registered owner hereof, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon this bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland and the Resolution and that the issue of bonds, of which this bond is one, together with all other indebtedness of the Commission and the County, is within all debt and other limits prescribed by the Constitution and laws of the State of Maryland and that due provision has been made for the levy and collection, if and when necessary, of an annual ad valorem tax or taxes upon all of the legally assessable property within the corporate limits of the County in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

This bond shall not become obligatory for any purpose or be entitled to any benefit under the above-mentioned laws until this bond shall have been authenticated by an authorized officer of the Bond Registrar and Paying Agent.

IN WITNESS WHEREOF, St. Mary's County Building Authority Commission has caused this bond to be executed in its name by the manual or facsimile signature of the Chairman of the St. Mary's County Building Authority Commission and by its corporate seal (or a facsimile thereof) imprinted hereon, attested by the manual or facsimile signature of the Secretary of the St. Mary's County Building Authority Commission, all as of the 1st day of December, 2003.

(SEAL)

ST. MARY'S COUNTY BUILDING
AUTHORITY COMMISSION

ATTEST:

By: [Manual or Facsimile Signature]
Chairman, St. Mary's County
Building Authority Commission

 [Manual or Facsimile Signature]
Secretary, St. Mary's County
Building Authority Commission

RESOLUTION NO. 2003-72
SUBJECT: AUTHORIZING ISSUANCE AND
SALE OF REFUNDING BONDS

LIBERO 028 PAGE 1 CERTIFICATE OF AUTHENTICATION

This bond is one of the series of registered bonds designated as "St. Mary's County Building Authority Commission Refunding Bonds of 2003."

MANUFACTURERS AND TRADERS
TRUST COMPANY
Baltimore, Maryland
as Bond Registrar

Date of Authentication:

By: _____
Authorized Officer

(Form of Assignment)
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond and all rights thereunder and does hereby constitute and appoint

attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signatures must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 9. The appropriate officers of the Commission shall cause the Bonds to be suitably printed or engraved and duly executed. The Chairman of the Commission shall be and he is hereby authorized to make such changes in the form of Bond set forth in Section 8 hereof as he shall deem necessary to carry into effect the purposes of this Resolution or to comply with recommendations of legal counsel or the Commission's financial advisor. The execution of the Bonds by the Commission shall be conclusive evidence of the approval by the Commission of all changes in the form of the Bonds and of the due execution of the Bonds by the Commission.

Section 10. The Commission shall sell the Bonds by the solicitation of competitive bids at public sale as provided in this Resolution. Bids shall be received until 11:00 a.m. local Leonardtown, Maryland time on the date fixed for sale. The Chairman of the Commission (or, in his absence, any member of the Commission) shall conduct the sale of the Bonds in the name of the Commission and on its behalf for cash to the bidder or bidders therefor whose bid or bids are determined to be the best responsible bid received in compliance with the terms and conditions of the official Notice of Sale, which is attached hereto as Exhibit A and made a part hereof. The sale shall be made upon award made by order of the official of the Commission conducting such sale. The notice of sale and proposal for the Bonds shall be in substantially the form hereinafter set forth in Exhibit A. The terms and conditions stated in the notice of sale and proposal are hereby adopted and approved as the terms and conditions under which the Bonds shall be sold, issued and delivered at public sale. Appropriate variations and insertions shall be made to provide dates, numbers and amounts, and modifications not altering its substance may be made by the Chairman of the Commission to carry into effect the purposes of this Resolution or to comply with recommendations of legal counsel.

Notwithstanding any other provision hereof, the Chairman shall be and hereby is authorized to accept electronic bids for the Bonds, and to make such adjustments to the Notice of Sale as he shall deem necessary or advisable, upon the advice of legal counsel or the Commission's financial advisor, to accomplish electronic bidding procedures.

In view of the desirability of flexibility in the scheduling of the sale of the Bonds to take full advantage of market conditions to maximize debt service savings, the Commission determines that it is in the best interest of the Commission to authorize and empower the Chairman to cancel said sale at any time prior to or on December 2, 2003 and to reschedule said sale if: (i) the Commission's financial advisor has advised him that market conditions are such that it is in the best interest of the Commission to do so; and (ii) he concurs in such recommendation to cancel and/or reschedule the sale. The Chairman may cancel and reschedule any rescheduled sale in accordance with phases (i) and (ii) of the preceding sentence. If the date of sale is rescheduled as provided above, the Chairman may also postpone the expected date of delivery of the Bonds. If the sale is postponed to a date later than December 14, 2003, then the Chairman may also change the date of the Bonds (and hence the date from which interest shall accrue), the dates of the semiannual interest payments and annual principal payments, and the optional redemption dates.

Section 11. As soon as may be practicable after the sale hereinabove provided for has been held, the Bonds shall be suitably prepared in definitive form, executed and delivered to the purchaser upon receipt of the purchase price therefor, plus interest accrued to the date of delivery, less the portion of the good faith deposit accompanying the proposal allocable to the Bonds. The Chairman of the Commission is expressly authorized, empowered and directed to take any and all action necessary to complete and close the award, sale and delivery of the Bonds to the purchaser thereof.

Section 12. The distribution of an Official Statement pertaining to the Bonds is hereby authorized, the final form of such Official Statement to be approved by the Chairman of the Commission as evidenced by his signature thereon. The Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the sale of the Bonds with such changes, modifications, additions and deletions as the Chairman of

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SUBJECT: AUTHORIZING ISSUANCE AND
SALE OF REFUNDING BONDS

the Commission may approve the distribution of the Preliminary Official Statement is hereby approved.

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Section 13. The proceeds of the sale of the Bonds shall be paid to the Treasurer of the Commission, who shall deduct from the proceeds of the Bonds the amount, if any, paid on account of accrued interest on the Bonds, which amount she shall set apart for payment on account of the first interest payment due on the Bonds. The Treasurer shall use the balance of said proceeds to purchase, or shall deposit said balance with the Escrow Deposit Agent (hereinafter defined), to purchase direct obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America, the principal of and interest on which will be sufficient without reinvestment: (i) to redeem on January 15, 2004, at the redemption price of 101% of the principal amount thereof; and (ii) to pay interest when due on the aggregate principal amount of the Series 1992 Bonds stated to mature on and after July 15, 2004.

Section 14. The Chairman shall be the officer of the Commission responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). The Chairman shall also be the officer of the Commission responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Commission (the "Section 148 Certificate") which complies with the requirements of Section 148 of the Internal Revenue Code of 1986 as amended ("Section 148") and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official is hereby authorized and directed to execute the Section 148 Certificate and to deliver the same to bond counsel on the date of the issuance of the Bonds.

The Commission shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any moneys, securities or other obligations to the credit of any account of the Commission which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, the "Bond Proceeds"). The Commission covenants and agrees with the registered owners of the Bonds that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Commission's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official's knowledge, true and correct, as of that date.

In the event that the Bonds are issued pursuant to this Resolution with the expectation that interest on such Bonds will be excludable from gross income for federal income tax purposes, the Commission covenants and agrees with the registered owners of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. The Commission further solemnly covenants that it will comply with Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds as long as the Bonds remain outstanding and unpaid. The Chairman is hereby authorized and directed to prepare or cause to be prepared and to execute any certification, opinion or other document, including, without limitation, the Section 148 Certificate, which may be required to assure that the Bonds will not be deemed to be "arbitrage bonds" within the meaning of Section 148 and the regulations thereunder.

The Commission further covenants with each of the registered owners of any of the Bonds: (i) that it will not take any action or (to the extent that it exercises control or direction) permit any action to be taken that would cause the Bonds or a portion of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended; and (ii) that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the proceeds of the Bonds or a portion of such proceeds that would cause the Bonds or a portion of the Bonds to be "private loan bonds" within the meaning of Section 141(c) of the Internal Revenue Code of 1986, as amended.

In the event that the Bonds are being issued hereunder with the expectation that interest on such Bonds will be exempt from federal income taxation, the Chairman may make such covenants or agreements in connection with the issuance of such bonds as he shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes and such covenants or agreements shall be binding on the Commission so long as the observance by the Commission of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants or agreements may include such covenants or agreements on behalf of the Commission regarding compliance with the provisions of the Internal Revenue Code of 1986, as amended, as the Chairman of the St. Mary's County Building Authority Commission or, in his absence, any member of the Commission shall deem advisable in order to assure the registered owners of the Bonds that the interest thereon is and shall remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of Bond Proceeds, the payment of certain earnings resulting from such investment to the United States, limitations on the times within which, and the purposes for which, Bond Proceeds may be expended, or the use of specified procedures for accounting for and segregating Bond Proceeds. Any covenant or agreement made by the Chairman pursuant to this paragraph shall be set forth in or authorized by an order executed by the Chairman.

Section 15. As provided in the Commission Enabling Act, the Bonds are limited obligations of the Commission, the principal of, premium (if any) and interest on which are payable solely from rents or other revenues derived from the real property, and improvements thereon, acquired, constructed, reconstructed, renovated, rehabilitated, expanded, equipped, or leased by the Commission pursuant to the Commission Enabling Act, and from any other funds made available to the Commission for such purpose. Neither the Bonds nor the interest on them shall ever constitute an indebtedness or a charge against the general credit of the Commission or the general credit or taxing power of the County within the meaning of any constitutional or statutory limitation and neither shall ever constitute or give rise to any pecuniary liability of the Commission or the County, except to the extent that the County may be the lessee of the real property and improvements thereon with respect to which the Bonds are issued.

Section 16. The County has leased the premises located at 21585 Peabody Street, Leonardtown, Maryland (the "Facility Site") to the Commission pursuant to the terms of the Facility Site Lease dated as of July 15, 1986 (the "Facility Site Lease"). The Facility Site Lease was amended and supplemented by the County and the Commission pursuant to the terms of the First Supplement to Facility Site Lease, dated as of September 15, 1992 (the "First Supplement"). The Commission has leased the Facility Site back to the County pursuant to the terms of the Lease Agreement dated as of September 15, 1992 (the "1992 Lease Agreement"). For the purpose of paying the interest on and principal of the Bonds, the Commission has requested, and the County has agreed, that the Commission and the County shall enter into a Second Supplement to Facility Site Lease (the "Second Supplement") and a Supplement to Lease Agreement (the "Supplement to 1992 Lease" and, together with the 1992 Lease Agreement, the "Lease"). The County's payments under the Lease shall be: (i) an obligation to which the County shall have pledged its full faith and credit and unlimited *ad valorem* taxing powers; and (ii) payable at such times and in such amounts as shall provide the Commission with sufficient funds with which to pay the maturing principal and the accrued interest on the Bonds as the same become due and payable. The Commission hereby authorizes the Chairman of the Commission to execute and deliver the Second Supplement and the Supplement to 1992 Lease on behalf of the Commission.

Section 17. The Commission hereby appoints Manufacturers and Traders Trust Company, Baltimore, Maryland as Bond Registrar, Paying Agent and Escrow Agent for the Bonds. The Chairman of the Commission is hereby authorized to execute and deliver a Paying Agent and Bond Registrar Agreement between the Commission and Manufacturers and Traders Trust Company.

Section 18. The Commission hereby appoints Manufacturers and Traders Trust Company, Baltimore, Maryland as Escrow Deposit Agent for the Bonds. The Chairman of the Commission is hereby authorized to execute and deliver an Escrow Deposit Agreement between the Commission and Manufacturers and Traders Trust Company.

Section 19. The Chairman, all other members of the Commission and their respective designees and all other officers, employees and agents of the Commission are hereby authorized and directed to take such further action and to prepare, execute, deliver and file such documents as the Chairman shall deem necessary to be taken, prepared, executed, delivered and filed in consummation of the transactions contemplated by this Resolution.


Section 20. This Resolution shall take effect from the date of its passage.

PASSED AND APPROVED. November 17, 2003.

SEAL

ST. MARY'S COUNTY BUILDING
AUTHORITY COMMISSION

ATTEST:



George G. Forrest, Acting Director,
Facilities Management
Secretary of the St. Mary's
County Building Authority
Commission



George G. Forrest, County Administrator
Chairman


Elaine M. Kramer, Vice Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


John B. Norris, III, County Attorney
Commissioner


James E. Cumbie
Bond Counsel


George A. Erichsen
Commissioner

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Form of Notice of Sale

NOTICE OF SALE**ST. MARY'S COUNTY BUILDING AUTHORITY COMMISSION****\$ _____ * REFUNDING BONDS OF 2003**

Electronic bids and sealed, written proposals will be received at the office of the Director of Finance of St. Mary's County, Maryland located at 23115 Leonard Hall Drive, Leonardtown, Maryland 20650, until 11:00 a.m., local Leonardtown, Maryland time, on December 2, 2003, for St. Mary's County Building Authority Commission Refunding Bonds of 2003 (the "Bonds"). The Bonds are being issued by the St. Mary's County Building Authority Commission (the "Commission"), a body politic and corporate established pursuant to the provisions of the Code of Public Local Laws of St. Mary's County.

The Commission reserves the right to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be announced by TM3 News Service ("TM3") by notice given not later than 1:00 PM, prevailing Eastern time, on the last business day prior to any announced date for receipt of bids. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any Alternative Sale Date will be announced via TM3 at least 48 hours prior to such Alternative Sale Date. In addition, the Commission reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent Alternative Sale Date. If all bids are rejected and an Alternative Sale Date for receipt of bids established, notice of the Alternative Sale Date will be announced via TM3 not less than 48 hours prior to such Alternative Sale Date. On any such Alternative Sale Date, any bidder may submit a sealed or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale except for the date of sale and except for the changes announced via TM3 at the time the sale date and time are announced.

Details of the Bonds

All Bonds shall be fully registered in form in the denomination of \$5,000 each or any integral multiple thereof, shall be dated December 1, 2003, and shall bear interest payable semiannually on January 15 and July 15, commencing July 15, 2004 (7½ months), until maturity.

The Bonds will mature annually, subject to prior redemption, on July 15 in the following years and in the following aggregate amounts:

Year	Amounts*	Year	Amounts*
2004.....		2011.....	
2005.....		2012.....	
2006.....		2013.....	
2007.....		2014.....	
2008.....		2015.....	
2009.....		2016.....	
2010.....			

* Preliminary, subject to adjustment as provided herein.

One bond representing each maturity of the Bonds will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC.

The Bonds will be issued pursuant to Section 26-18 of the Code of Public Local Laws of St. Mary's County (Edition, as amended) and Section 24 of Article 31 of the Annotated Code of Maryland, as amended, for the purpose of currently refunding certain outstanding bonds of the Commission. The Bonds are authorized to be issued, sold and delivered by resolutions of the Commission and the County, adopted by the Commission and the County Commissioners of St. Mary's County (the "County") on November 17, 2003 and November 18, 2003, respectively (collectively, the "Resolutions").

The County and the Commission have entered into a Lease Agreement (the "Lease") under which the County will lease the facility financed with the proceeds of the refunded bonds from the Commission for a term equal to the term of the Bonds. The rental payments under the Lease will be sufficient to pay the principal of, redemption premium (if any) and interest on the Bonds. The Lease provides that such rental payments shall be made from the general funds of the County and that the obligation of the County to make such payments is unconditional.

Optional Redemption

The Bonds that mature on or before July 15, 2013 are not subject to redemption prior to their maturities. Bonds that mature on or after July 15, 2014 are subject to redemption beginning July 15, 2013 as a whole at any time or in part on any interest payment date, in any order of maturities, at the option of the County, at the following redemption prices

expressed as percentages of the principal amount of Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption:

Periods During Which Redeemed (both dates inclusive)	Redempti on Price
July 15, 2013 to July 14, 2014.....	101%
July 15, 2014 to July 14, 2015.....	100.5
July 15, 2015 and thereafter.....	100

Adjustments of Principal Amounts

The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the Commission, both before and after the receipt of bids for their purchase. Changes to be made prior to the sale will be through TM3 not later than 9:30 a.m. prevailing Eastern time on the date of sale (or as soon thereafter as is reasonably practical) and will be used to compare bids and select a winning bidder. Changes to be made after the sale and the maturity amounts for the Bonds will be communicated to the successful bidder by 4:00 p.m. prevailing Eastern time on the date of the sale, will be made only as necessary to effect the refunding, will not reduce or increase the aggregate principal amount of the Bonds by more than \$1,500,000 from the amount bid upon, and will not reduce or increase the amount of Bonds maturing in any one year by more than ten percent (10%) or \$100,000 (whichever is greater). In addition, the final maturity schedule for the Bonds will be communicated to the successful bidder by 5:00 p.m. prevailing Eastern time on the date of the sale. The dollar amount bid for principal and any amount bid for premium by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the coupon rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Submission of Bids

The Commission will not accept and will reject any bid for less than all of the Bonds. The right is reserved to reject any and all bids and to waive irregularities in any bid.

Electronic Bids

Electronic bids will be received via *PARITY*, in the manner described below, until 11:00 a.m., local Leonardtown, Maryland time, on December 2, 2003.

Bids may be submitted electronically via *PARITY* pursuant to this Notice until 11:00 a.m., local Leonardtown, Maryland time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact *PARITY* at Dalcomp (212) 404-8102.

Disclaimer

Each prospective electronic bidder shall be solely responsible to submit its bid via *PARITY* as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access *PARITY* for the purpose of submitting its bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the Commission nor *PARITY* shall have any duty or obligation to provide or assure access to *PARITY* to any prospective bidder, and neither the Commission nor *PARITY* shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by *PARITY*. The Commission is using *PARITY* as a communication mechanism, and not as the Commission's agent, to conduct the electronic bidding for the Bonds. The Commission is not bound by any advice and determination of *PARITY* to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Parameters" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via *PARITY* are the sole responsibility of the bidders; and the Commission is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, such bidder should telephone *PARITY* at Dalcomp (212) 404-8102 and notify the Commission's Financial Advisor, Davenport & Company LLC by facsimile at (410) 296-8517.

Electronic Bidding Procedures

Electronic bids must be submitted for the purchase of the Bonds (all or none) via *PARITY*. Bids will be communicated electronically to the Commission at 11:00 a.m., local Leonardtown, Maryland time, on Tuesday, December 2, 2003. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via *PARITY*, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bids are communicated electronically via *PARITY* to the Commission, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as

maintained on *PARITY* shall constitute the official time.

Written Sealed Proposals

Bids will also be accepted in written form on the form of Proposal for Bonds attached to this Notice. Written bids must be submitted on the prescribed form provided for that purpose by the Commission and must be enclosed in a sealed envelope marked "Proposal for Bonds" and addressed to Director of Finance, St. Mary's County, 23115 Leonard Hall Drive, PO Box 653, Leonardtown, Maryland 20650.

Good Faith Deposit

Each bid must be accompanied by a good faith deposit in the form of a Financial Surety Bond or a certified or bank cashier's check, in the amount of Seven Hundred Thousand Dollars (\$700,000.00). If a check is used, it must be in the form of a certified check upon, or a cashier's, treasurer's or official check of, a responsible banking institution payable to the order of "St. Mary's County Building Authority Commission," and it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company acceptable to the Commission and licensed to issue such a bond in the State of Maryland, and such Financial Surety Bond must be submitted to the Commission prior to the opening of the bids and must be in form and substance acceptable to the Commission. The Financial Surety Bond must identify the bidder whose good-faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then such successful bidder is required to submit its good-faith deposit to the Commission in the form of a wire transfer not later than 12:00 p.m. Leonardtown time on the next business day following the award. If such deposit is not received by that time, the Financial Surety Bond may be drawn on by the Commission to satisfy the deposit requirement. If the Bonds are awarded to a bidder utilizing a check, such check will be cashed. The good-faith deposit of the successful bidder will be collected and the proceeds thereof retained by the Commission to be applied in part payment for the Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of its bid, the proceeds thereof will be retained as and for full liquidated damages. The checks of the unsuccessful bidders will be returned promptly.

Bid Parameters

Each bidder shall submit one bid on the required form of Proposal for Bonds on an all-or-none basis for the Bonds. Each proposal must specify the amount bid for the Bonds, which shall be not less than 100% of par plus accrued interest from December 1, 2003 to the date of delivery of the Bonds. Each proposal must specify in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%) the rate or rates of interest per

annum which the Bonds are to bear but shall not specify (a) more than one interest rate for any Bonds having the same maturity, (b) a zero rate of interest, (c) any interest rate for any Bonds which exceeds the interest rate stated in such proposal for any other Bonds by more than 3%, or (d) for maturities from 2014 through 2016, an interest rate that is lower than the interest rate for the immediately preceding maturity (i.e., interest rates must ascend from a base year of 2013).

Award

The award, if made, will be made as promptly as possible after the bids are opened to the bidder offering the lowest interest rate. All proposals shall remain firm until the time of award. The lowest interest rate shall be determined in accordance with the true interest cost ("TIC") method by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid, excluding interest accrued to the date of delivery. In the event two or more bidders offer to purchase the Bonds at the same lowest interest rate to the Commission, then the Bonds may be apportioned between such bidders; provided, that if apportionment is not acceptable to such bidders, the Commission shall have the right to award the Bonds to one of such bidders. There will be no auction.

Official Statement; Continuing Disclosure

Not later than seven (7) business days after the award of the Bonds to the successful bidder on the day of sale, the Commission will authorize an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the successful bidder at or before the close of business on the date of the sale, the Commission will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds by the successful bidder ("Reoffering Information"), if any, as may be specified and furnished in writing by the successful bidder. If no Reoffering Information is specified and furnished by the successful bidder, the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder shall be responsible to the Commission and its officials for the Reoffering Information, and for all decisions made by the successful bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds, including the presentation or exclusion of any Reoffering Information in any documents, including the Official Statement. The successful bidder will also be furnished, without cost, with up to 400 copies of the Official Statement (and any amendment or supplement thereto).

The Commission has made certain covenants for the benefit of the holders from time to time of the Bonds to provide certain continuing disclosure, in order to assist bidders for

the bonds in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. Such covenants are described in the Preliminary Official Statement dated November 21, 2003.

Delivery of the Bonds

The Bonds will be delivered as soon as practicable, upon due notice and at the expense of the successful bidder, through the facilities of DTC in New York, New York, upon payment of the amount of the successful bid, plus accrued interest to the date of delivery, less the deposit theretofore made. Such payment shall be made in Federal funds. The Bonds will be accompanied by the customary closing documents, including a no-litigation certificate, effective as of the date of delivery, stating that there is no litigation pending, affecting the validity of any of the Bonds included in these issues. It shall be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that, simultaneously with or before delivery and payment for the Bonds, said bidder shall be furnished a certificate or certificates of appropriate public officials to the effect that, to the best of their knowledge and belief, the Official Statement (and any amendment or supplement thereto) (except for the Reoffering Information, as to which no view will be expressed) as if the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and that between the date of sale and the date of delivery of the Bonds there has been no material adverse change in the financial position or revenues of the Commission, except as reflected or contemplated in the Official Statement (and any amendment or supplement thereto).

Simultaneously with or before delivery of the Bonds, the successful bidder shall furnish to the Commission a certificate acceptable to co-bond counsel to the effect that: (i) the successful bidder has made a bona fide public offering of the Bonds at the initial reoffering prices; and (ii) a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) at such initial reoffering prices.

THE SUCCESSFUL BIDDER SHALL MAKE A BONA FIDE PUBLIC OFFERING OF THE BONDS AT THE INITIAL REOFFERING PRICES.

Miscellaneous

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print any such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

RESOLUTION NO. 2003-72
SUBJECT: AUTHORIZING ISSUANCE
AND SALE OF
REFUNDING BONDS

The issuance of the Bonds will be subject to legal approval by Venable LLP, Baltimore, Maryland, Bond Counsel, and copies of their opinion will be delivered upon request, without charge, to the successful bidder for the Bonds. Such opinion shall be substantially in the form included in Appendix C to the Preliminary Official Statement.

The Preliminary Official Statement of the Commission, with respect to the Bonds, and the required form of Proposal For Bonds will be supplied to prospective bidders upon request made to the Director of Finance of St. Mary's County, Governmental Center, Leonardtown, Maryland 20650, or from Davenport & Company LLC, financial advisor to the Commission, at 8600 LaSalle Road, Suite 324, Towson, Maryland 21286 (410-296-9426). Such Preliminary Official Statement is deemed final by the Commission as of its date for purposes of SEC Rule 15c2-12 but is subject to revision, amendment and completion in the Official Statement referred to above.

By order of

**ST. MARY'S COUNTY
BUILDING AUTHORITY
COMMISSION**

RESOLUTION NO. 2003-72
 SUBJECT: AUTHORIZING ISSUANCE
 AND SALE OF
 REFUNDING BONDS

LIBERO 028 PAGED 27 PROPOSAL FOR BONDS

December 2, 2003

St. Mary's County Building Authority Commission
 Leonardtown, Maryland

Ladies and Gentlemen:

Subject to the provisions and in accordance with the terms of the annexed Notice of Sale which is incorporated by reference herein and made a part of this Proposal for Bonds, we offer to purchase the obligations of St. Mary's County Building Authority Commission described in such Notice of Sale, being the St. Mary's County Building Authority Commission Refunding Bonds of 2003, such bonds to be dated December 1, 2003, maturing on July 15 in the years and aggregate principal amounts, respectively, as set forth in such Notice of Sale, and to bear interest as follows:

Annual Amount Maturing	Interest Rate	Annual Amount Maturing	Interest Rate
2004.....	___%	2011.....	___%
2005.....	___%	2012.....	___%
2006.....	___%	2013.....	___%
2007.....	___%	2014.....	___%
2008.....	___%	2015.....	___%
2009.....	___%	2016.....	___%
2010.....	___%		

We will pay an amount equal to the par value of the Bonds..... \$

plus a premium in the amount of..... + \$

making a total of..... \$

and also accrued interest from December 1, 2003 to the date of delivery of the Bonds.

Please indicate (x) the appropriate choice regarding the good faith deposit:

_____ We have posted a surety bond in the amount of \$700,000.00 in accordance with the annexed Notice of Sale.

RESOLUTION NO. 2003-72
SUBJECT: AUTHORIZING ISSUANCE
AND SALE OF
REFUNDING BONDS

_____ We enclose herewith a certified check upon, or a cashier's, treasurer's or official check of, a responsible banking institution, payable to the order of St. Mary's County Building Authority Commission, in the amount of \$700,000.00, which check is to be applied in accordance with the annexed Notice of Sale.

We understand that (a) the annual maturing principal amounts will be divided for each series of bonds being issued pursuant to the Notice of Sale as provided in the Notice of Sale, (b) we are to provide a certification regarding the public sale of the bonds as described in the notice of sale on or prior to the closing date and (c) if notified that we are the successful bidder, we will be required to advise the Commission of the initial reoffering prices (as described in the notice of sale) for each maturity of the bonds at the time of such notification. In this regard, you may contact and rely on the information provided by _____, whose telephone number is _____.

_____ and Associates (See List Attached)

(Not a part of this proposal. The following information is requested to expedite and facilitate prompt determination of the best bid. The inclusion, omission, accuracy or inaccuracy of these figures will not affect the validity of the proposal. The total amount of interest payable on the bonds referred to above under this proposal is \$ _____. The rate of interest determined in the manner set forth in the Notice of Sale is _____% per annum.)

The above good faith check has been returned and receipt thereof is fully acknowledged.

Bidder

By: _____

Title: _____

RESOLUTION

WHEREAS, pursuant to Sections 109-1 and 109-2 of Article 19 of the Code of Public Local Laws of Maryland, the Board of County Commissioners for St. Mary's County is authorized to accept new subdivision streets in accordance with the applicable provisions of the County Subdivision Regulations; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised the Board of County Commissioners for St. Mary's County that all work has been satisfactorily completed in accordance with the County Subdivision Regulations, Public Works Agreements dated October 2, 1998 and May 15, 2002, and Record Plats recorded among the Land Records of St. Mary's County at Liber EWA 47, Folio 37, and EWA 54, Folio 105, for Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368; and

WHEREAS, Greens Rest Subdivision is subject to the requirements of the St. Mary's County Subdivision Ordinance (1978) pursuant to Section 24 of the St. Mary's County Subdivision Ordinance (2002).

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners for St. Mary's County, finding that Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368, located in the Greens Rest Subdivision, Sections 2 and 3, Second (2nd) Election District, St. Mary's County, Maryland (Plat References: Liber EWA 47, Folio 37, and EWA 54, Folio 105) meet the applicable requirements of the St. Mary's County Subdivision Ordinance (1978), as amended, and hereby accepts Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368, into the County's Highway Maintenance System.


Those voting aye: 12
Those voting nay: 0
Those abstaining or absent: 0

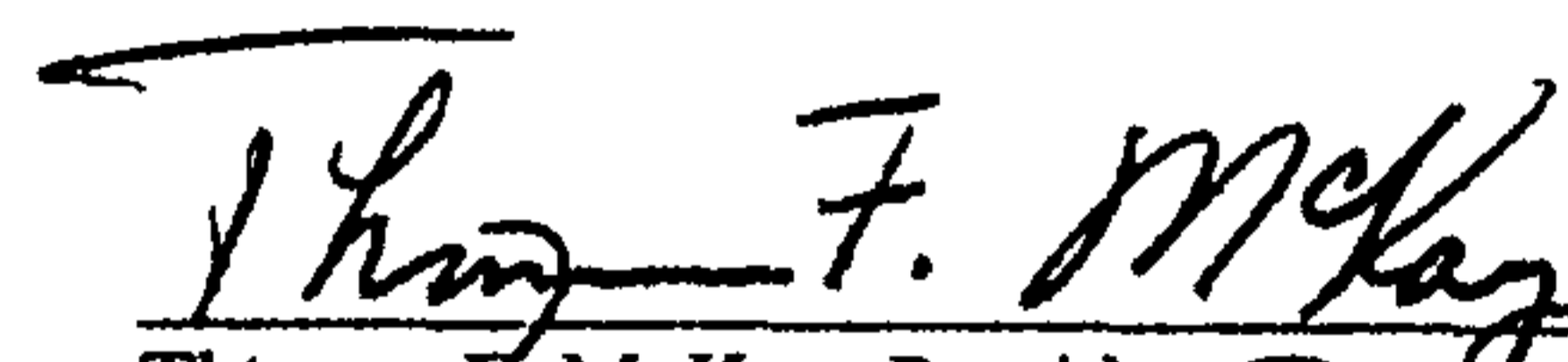
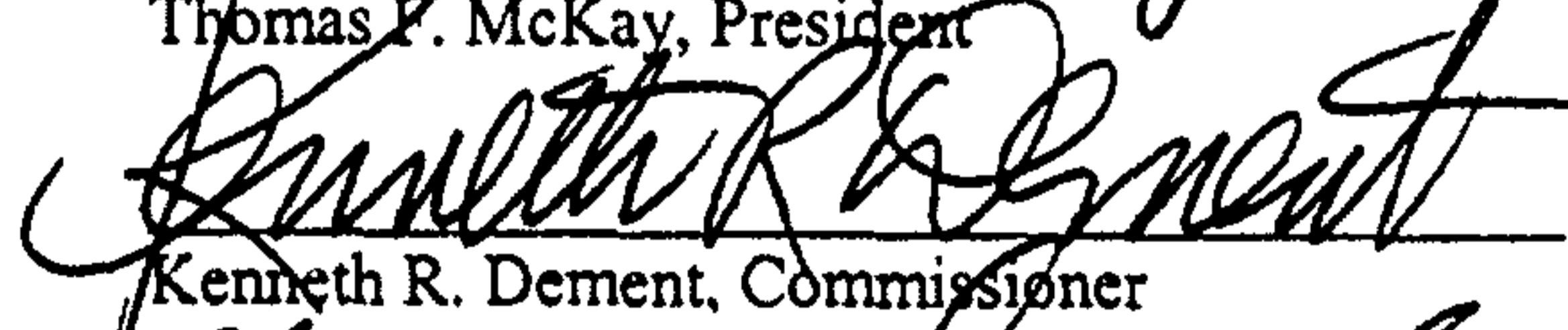

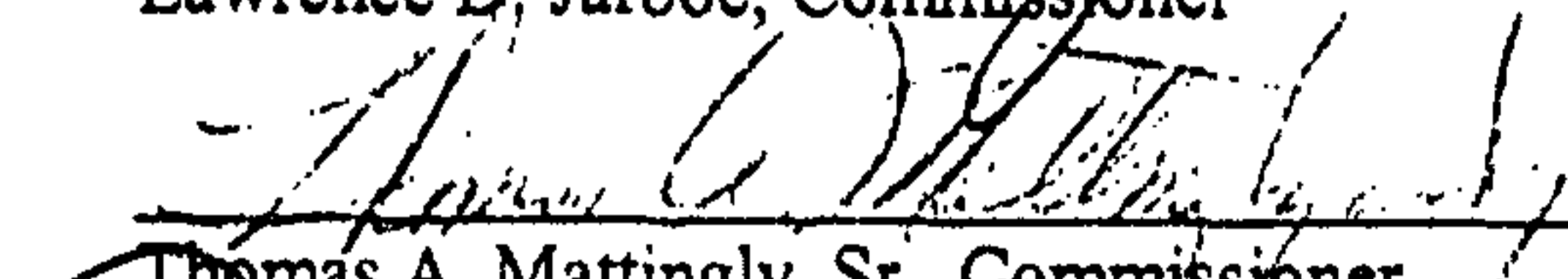
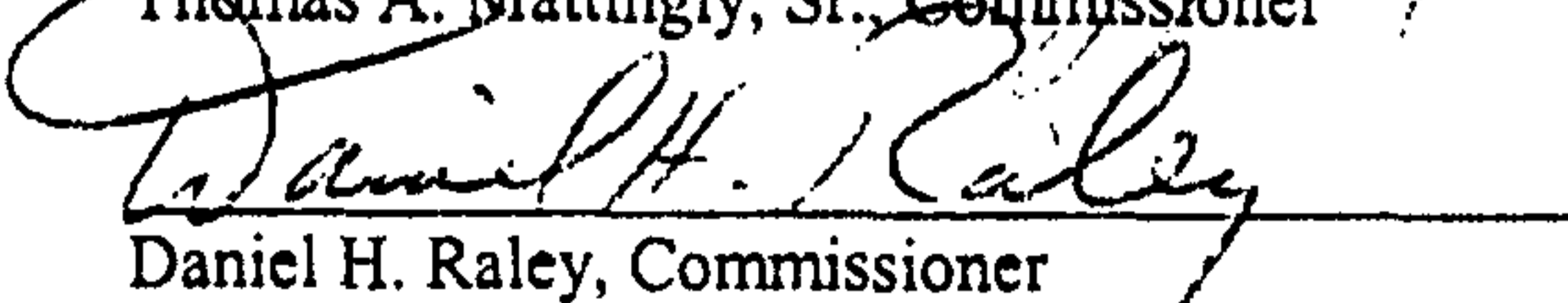
Date of Adoption: 12/2/03
Effective Date: 12/2/03

RECORDING FEE 0.00
TOTAL 0.00
Restoring Records
EWA 035 218235
Dec 03, 2003 09:53 am


ATTEST:

**BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY**


George G. Forrest
County Administrator


Thomas F. McKay, President

Kenneth R. Dement, Commissioner

Lawrence D. Jarboe, Commissioner

Thomas A. Mattingly, Sr., Commissioner

Daniel H. Raley, Commissioner

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**


John B. Norris, III
County Attorney

NO.: 03- 74
 SUBJECT: Greens Rest Drive, North Greens Rest Drive,
 Greens Rest Court, and South Greens Rest
 Drive
 Speed Limit
 Greens Rest Subdivision, Sections 2 & 3

LIBERO 028 PAGED 31

RESOLUTION

WHEREAS, pursuant to the authority granted under Section 10-I of *Article 25* of the Maryland Annotated Code and Section 25-102 (a) (10) and Section 21-803 of the Maryland Annotated Code, Transportation Article, the Board of County Commissioners for St. Mary's County may alter the speed upon a public road within the County; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that the maximum speed limit set forth in Section 21-801.1 of the *Transportation Article* of the Maryland Annotated Code for Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368, located in the Greens Rest Subdivision, Sections 2 and 3, Second (2nd) Election District, St. Mary's County, Maryland, as depicted on Record Plats recorded among the Land Records of St. Mary's County at EWA 47, Folio 37, and EWA 54, Folio 105, is greater than reasonable or safe under existing conditions of road design, motor vehicle traffic and pedestrian safety; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that 25 miles per hour is a reasonable and safe maximum speed for Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds the maximum speed limit set forth for roads of the type of Greens Rest Drive, North Greens Rest Drive, Greens Rest Court, and South Greens Rest Drive is greater than reasonable or safe, and that Greens Rest Drive, County Route 31372, North Greens Rest Drive, County Route 31367, Greens Rest Court, County Route 31366, and South Greens Rest Drive, County Route 31368, located in the Greens Rest Subdivision, Sections 2 and 3, Second (2nd) Election District, St. Mary's County, Maryland (Plat References: EWA 47, Folio 37, and EWA 54, Folio 105) be posted at 25 miles per hour as per the recommendation of the St. Mary's County Department of Public Works and Transportation.


BE IT FURTHER RESOLVED, that the Director of the Department of Public Works and Transportation is directed to install the signage necessary to implement this Resolution in accordance with Section 21-801.1(f) and 21-803 (c) of the Maryland Annotated Code, Transportation Article.

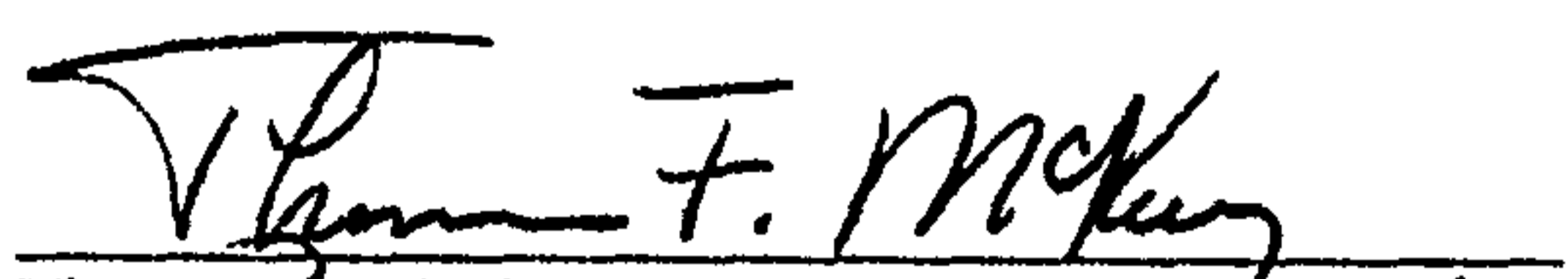
Those voting aye:
 Those voting nay:
 Those abstaining or absent:
 Date of Adoption:
 Effective Date:


RECORDING FEE 0.00
 TOTAL 0.00
 REFERENCE REF#100000
 EPA USE CONTROL
 Dec 03, 2003 04:54 AM

ATTEST:

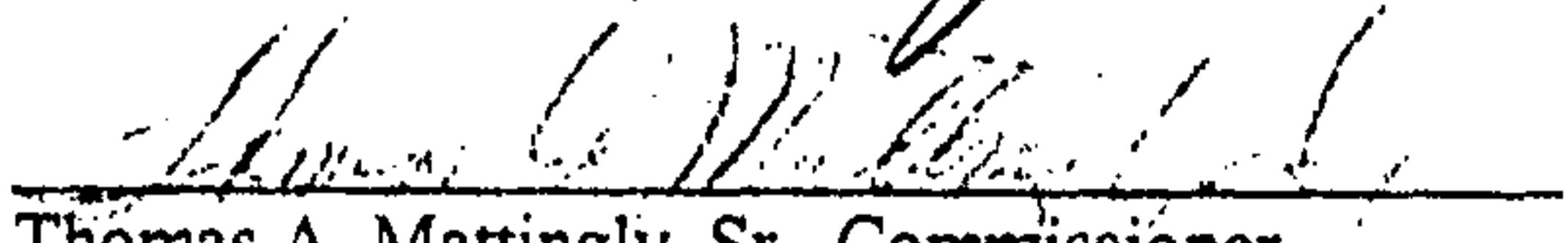
**BOARD OF COUNTY COMMISSIONERS
 FOR ST. MARY'S COUNTY**

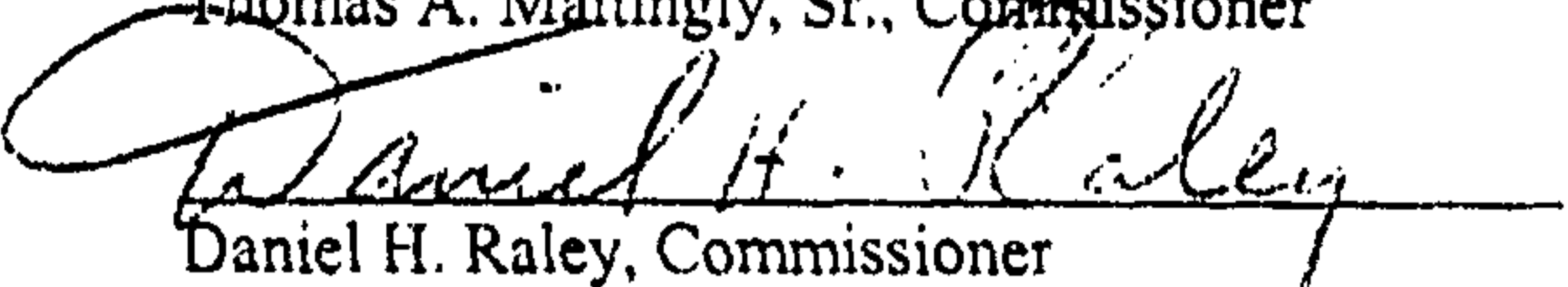

 George G. Forrest
 County Administrator


 Thomas F. McKay, President

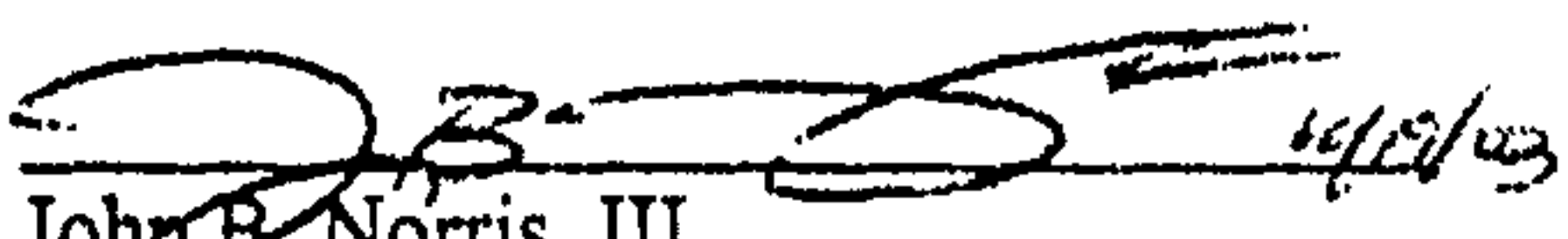

 Kenneth R. Dement, Commissioner


 Lawrence D. Jarboe, Commissioner


 Thomas A. Martingly, Sr., Commissioner


 Daniel H. Raley, Commissioner

**APPROVED AS TO LEGAL FORM
 AND SUFFICIENCY:**


 John B. Norris, III
 County Attorney

NO.:
SUBJECT:

03- 75
Greens Rest Drive, North Greens Rest Drive,
Greens Rest Court, and South Greens Rest Drive
Stop Signs
Greens Rest Subdivision, Sections 2 and 3

LIBERO 0 2 8 PAGEO 3 2

RESOLUTION

WHEREAS, pursuant to Sections 1 and 10-1 of *Article 25* of the Maryland Annotated Code, Section 109-1 of *Article 19* of the Code of Public Local Laws of Maryland, and Section 25-102 of the *Transportation Article* of the Maryland Annotated Code, the Board of County Commissioners for St. Mary's County is authorized and empowered to regulate traffic by means of a traffic control device, and to designate any intersection as a stop intersection, or yield intersection.

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has identified the intersection of Greens Rest Drive, North Greens Rest Drive and South Greens Rest Drive located in the Greens Rest Subdivision, Sections 2 and 3, Second (2nd) Election District, St. Mary's County, Maryland, as depicted on Record Plats recorded among the Land Records of St. Mary's County at EWA 47, Folio 37, and EWA 54, Folio 105, as a threat to public safety and a hazardous condition due to the absence of a traffic control device at these intersections; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has, therefore, recommended that the Board of County Commissioners for St. Mary's County exercise its authority to regulate traffic at these intersections by means of a traffic control device; specifically, a stop sign on Greens Rest Drive, County Route 31372, at the intersection with Flat Iron Road, County Route 30283; and Greens Rest Drive, County Route 31372, at the intersection with North Greens Rest Drive, County Route 31367, and South Greens Rest Drive, County Route 31368.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds that, upon the advice of the Director of the Department of Public Works and Transportation, a hazardous condition currently exists at the intersection of Greens Rest Drive, County Route 31372, at the intersection with Flat Iron Road, County Route 30283; and Greens Rest Drive, County Route 31372, at the intersection with North Greens Rest Drive, County Route 31367, and South Greens Rest Drive, County Route 31368; and in the interest of public safety and to eliminate a hazardous condition, Greens Rest Drive, County Route 31372, further identified as being located in the Greens Rest Subdivision, Sections 2 and 3, Second (2nd) Election District, St. Mary's County, Maryland (Plat References: EWA 47, Folio 37, and EWA 54, Folio 105) shall be designated as a Stop Street, which is a reasonable exercise of this Board's police powers; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners for St. Mary's County directs and instructs the Director of the Department of Public Works and Transportation to erect a traffic control device; specifically, a stop sign on Greens Rest Drive, County Route 31372, at the intersection with Flat Iron Road, County Route 30283; and Greens Rest Drive, County Route 31372, at the intersection with North Greens Rest Drive, County Route 31367, and South Greens Rest Drive, County Route 31368.

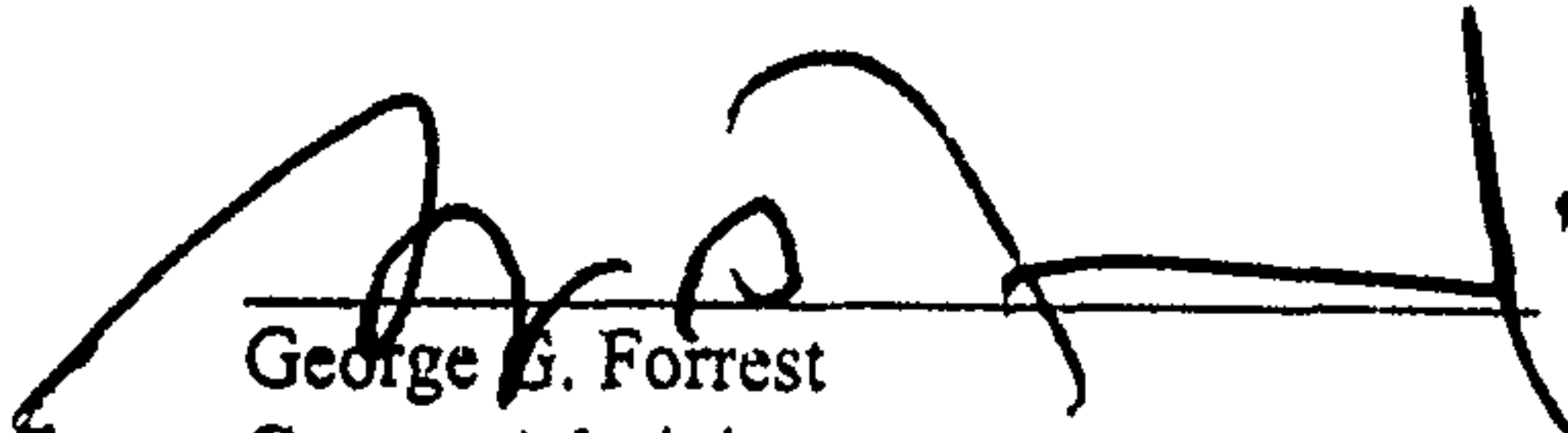
Those voting aye: 11
Those voting nay: 0
Those abstaining or absent: 0

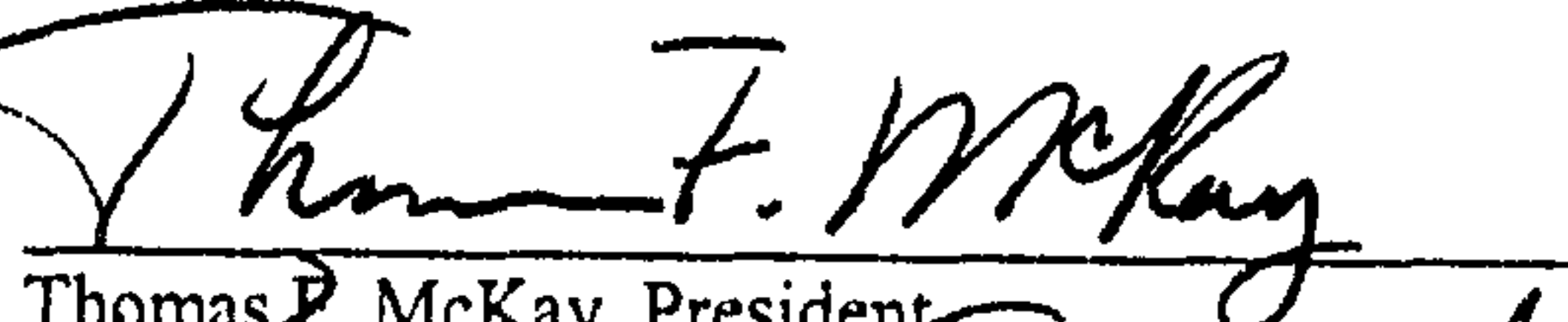
Date of Adoption: 12/2/03
Effective Date: 12/2/03


RECORDING FEE 0.00
TAX 0.00
REASONABLE REPAIRS
SMA USE BORTAGE
Dec 05, 2003 10:54 am

ATTEST:

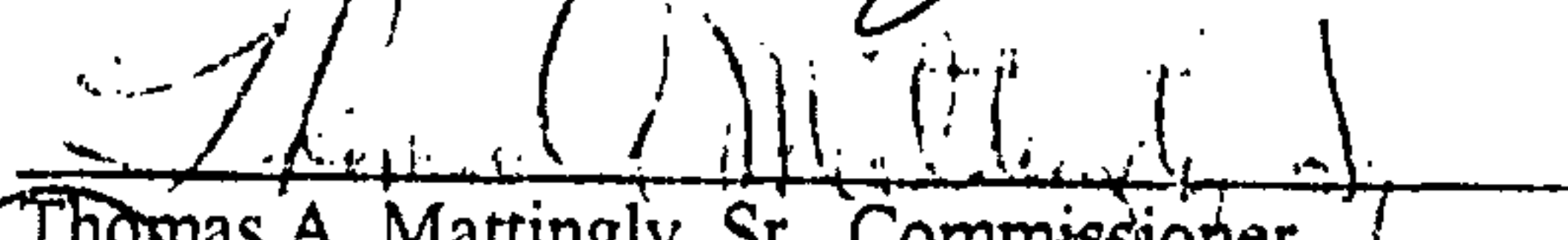
**BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY**


George G. Forrest
County Administrator


Thomas P. McKay, President



Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**


John B. Norris, III
County Attorney

RESOLUTION

WHEREAS, pursuant to Sections 109-1 and 109-2 of Article 19 of the Code of Public Local Laws of Maryland, the Board of County Commissioners for St. Mary's County is authorized to accept new subdivision streets in accordance with the applicable provisions of the County Subdivision Regulations; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised the Board of County Commissioners for St. Mary's County that all work has been satisfactorily completed in accordance with the County Subdivision Regulations, Public Works Agreement dated October 7, 1996, and Reccrd Plat recorded among the Land Records of St. Mary's County at Liber EWA 34, Folio 103, for Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371; and

WHEREAS, Wilderness Subdivision is subject to the requirements of the St. Mary's County Subdivision Ordinance (1978) and pursuant to Section 24 of the St. Mary's County Subdivision Ordinance (2002).


NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners for St. Mary's County, finding that Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371, located in the Wilderness Subdivision, Section 3, Third (3rd) Election District, St. Mary's County, Maryland (Plat Reference: Liber EWA 34, Folio 103) meets the applicable requirements of the St. Mary's County Subdivision Ordinance (1978), as amended, and hereby accepts Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371, into the County's Highway Maintenance System.

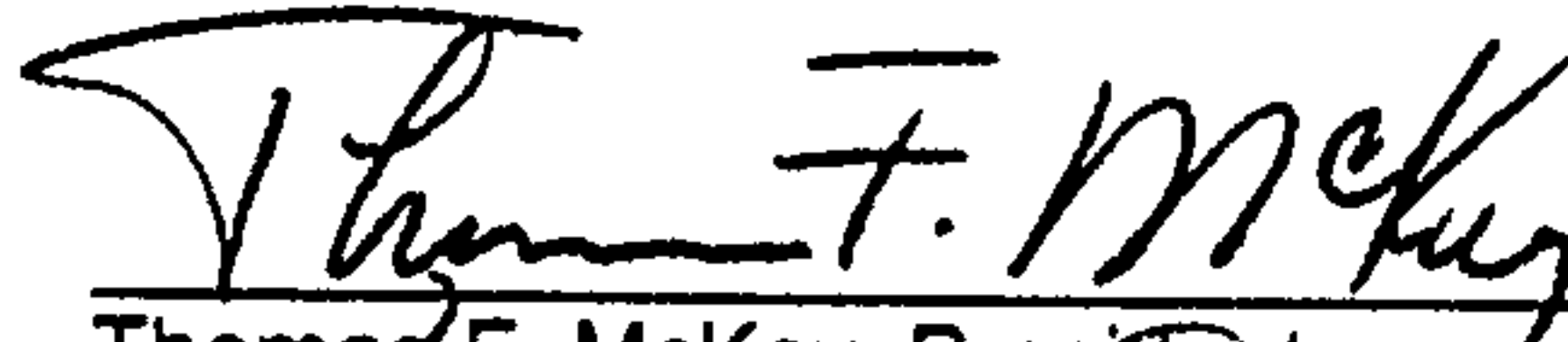
Those voting aye: all
Those voting nay: 0
Those abstaining or absent: 0
Date of Adoption: 12/14/03
Effective Date: 12/14/03

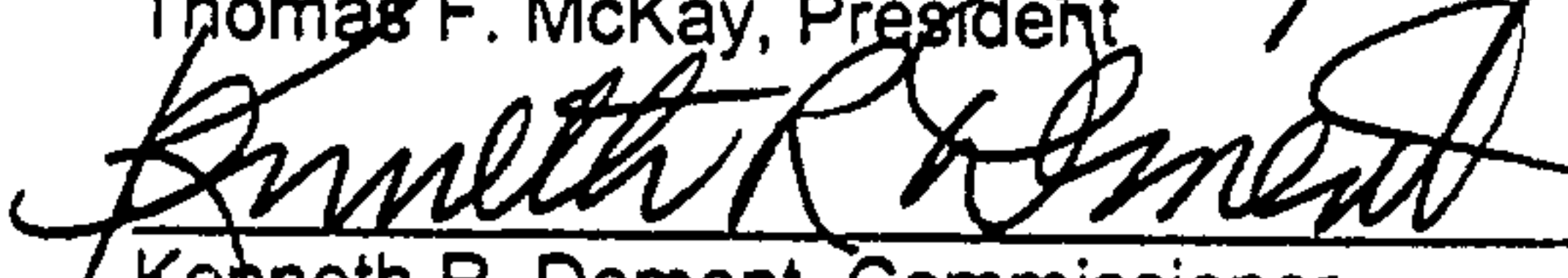
RECORDING FEE 0.00
TOTAL 0.00
Res: 02/02 Rec: 12/23/03
DMA 000 3107000
Dec 05, 2003 05:54 am

ATTEST:


BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY


George G. Forrest
County Administrator


Thomas F. McKay, President


Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


John B. Norris, III
County Attorney

NO.: 03- 77
SUBJECT: Woodmere Drive and Woodbury Place
Speed Limit
Wilderness Subdivision, Section 3

LIBERO 028 PAGE 34

RESOLUTION

WHEREAS, pursuant to the authority granted under Section 10-1 of Article 25 of the Maryland Annotated Code and Section 25-102 (a) (10) and Section 21-803 of the Maryland Annotated Code, Transportation Article, the Board of County Commissioners for St. Mary's County may alter the speed upon a public road within the County; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that the maximum speed limit set forth in Section 21-801.1 of the Transportation Article of the Maryland Annotated Code for Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371, located in the Wilderness Subdivision, Section 3, Third (3rd) Election District, St. Mary's County, Maryland, as depicted on Record Plat recorded among the Land Records of St. Mary's County at EWA 34, Folio 103, is greater than reasonable or safe under existing conditions of road design, motor vehicle traffic and pedestrian safety; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that 25 miles per hour is a reasonable and safe maximum speed for Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds the maximum speed limit set forth for roads of the type of Woodmere Drive and Woodbury Place is greater than reasonable or safe, and that Woodmere Drive, County Route 31054, and Woodbury Place, County Route 31371, located in the Wilderness Subdivision, Section 3, Third (3rd) Election District, St. Mary's County, Maryland (Plat Reference: EWA 34, Folio 103) be posted at 25 miles per hour as per the recommendation of the St. Mary's County Department of Public Works and Transportation.

BE IT FURTHER RESOLVED, that the Director of the Department of Public Works and Transportation is directed to install the signage necessary to implement this Resolution in accordance with Section 21-801.1(f) and 21-803 (c) of the Maryland Annotated Code, Transportation Article.

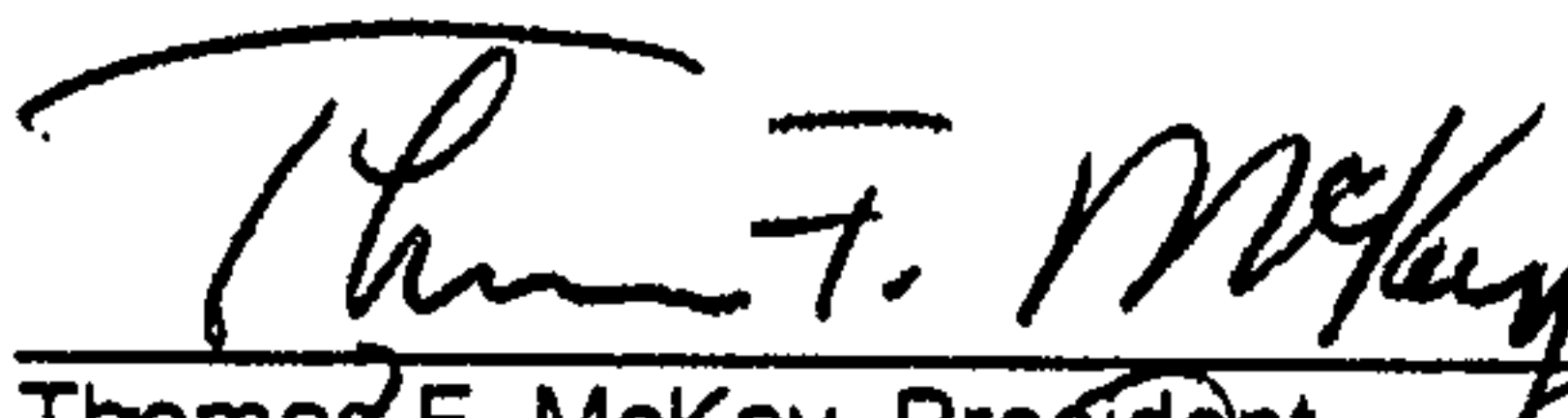

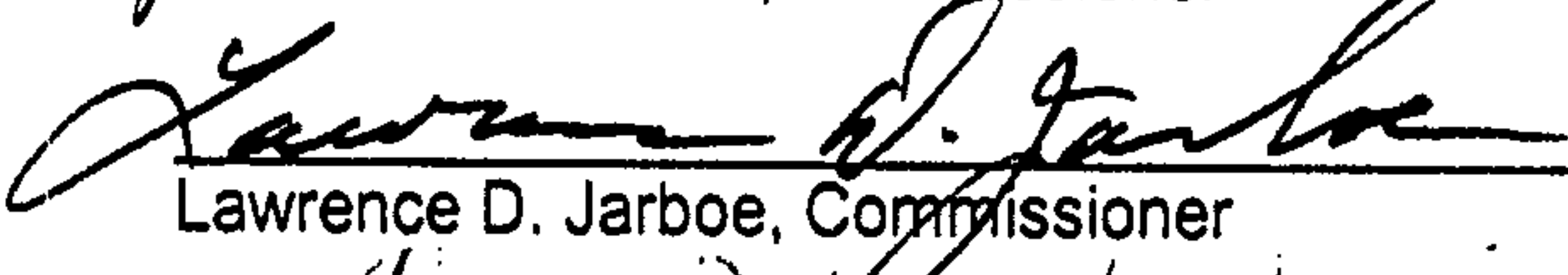
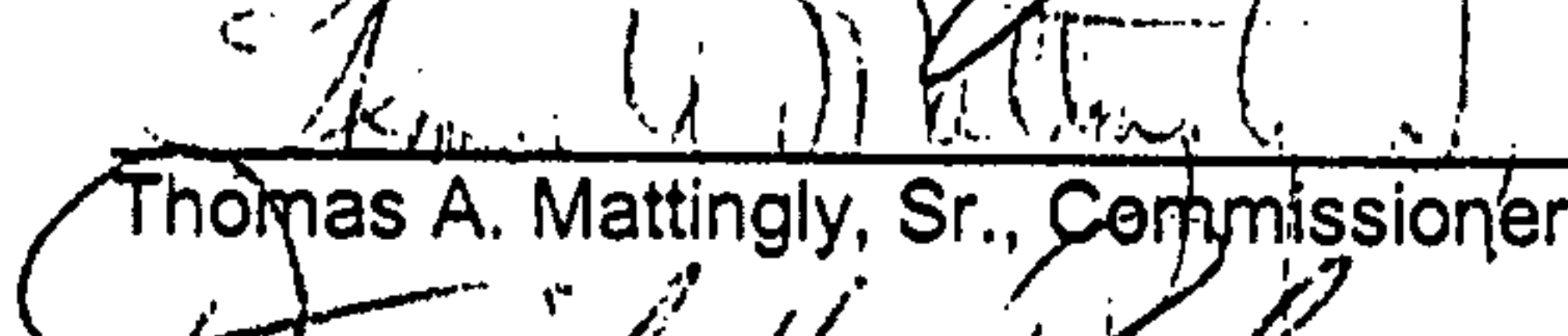
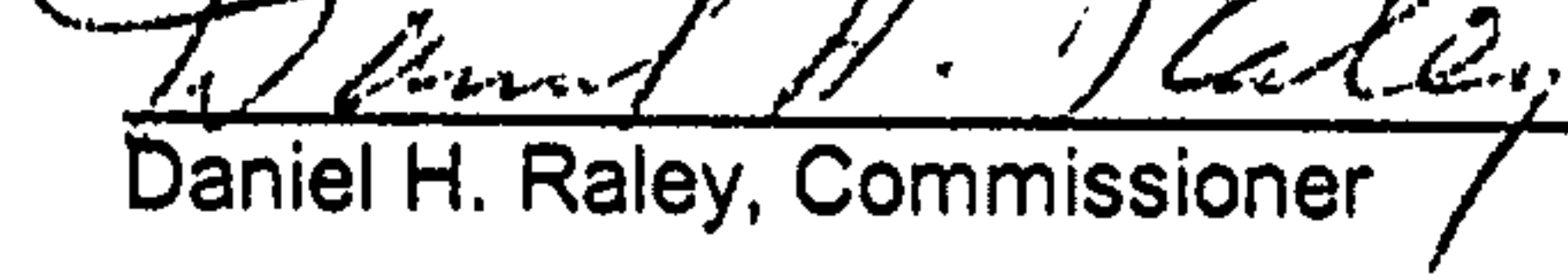
Those voting aye: all
Those voting nay: 0
Those abstaining or absent: 0
Date of Adoption: 12/2/03
Effective Date: 12/2/03

RECORDING FEE 6.00
TOTAL 10.00
RESUME NO. 7999999
EWA 038 217216
Dec 05, 2003 09:55 am


ATTEST:


George G. Forrest
County Administrator

BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY


Thomas F. McKay, President

Kenneth R. Dement, Commissioner

Lawrence D. Jarboe, Commissioner

Thomas A. Mattingly, Sr., Commissioner

Daniel H. Raley, Commissioner

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:


John B. Norris, III
County Attorney

RESOLUTION

WHEREAS, pursuant to Sections 1 and 10-1 of Article 25 of the Maryland Annotated Code, Section 109-1 of Article 19 of the Code of Public Local Laws of Maryland, and Section 25-102 of the Transportation Article of the Maryland Annotated Code, the Board of County Commissioners for St. Mary's County is authorized and empowered to regulate traffic by means of a traffic control device, and to designate any intersection as a stop intersection, or yield intersection.

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has identified the intersection of Woodbury Place and Woodmere Drive located in the Wilderness Subdivision, Section 3, Third (3rd) Election District, St. Mary's County, Maryland, as depicted on Record Plat recorded among the Land Records of St. Mary's County at EWA 34, Folio 103, as a threat to public safety and a hazardous condition due to the absence of a traffic control device at this intersection; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has, therefore, recommended that the Board of County Commissioners for St. Mary's County exercise its authority to regulate traffic at this intersection by means of a traffic control device; specifically, a stop sign on Woodbury Place, County Route 31371, at the intersection with Woodmere Drive, County Route 31054.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds that, upon the advice of the Director of the Department of Public Works and Transportation, a hazardous condition currently exists at the intersection of Woodbury Place, County Route 31371, at the intersection with Woodmere Drive, County Route 31054; and in the interest of public safety and to eliminate a hazardous condition, Woodbury Place, County Route 31371, further identified as being located in the Wilderness Subdivision, Section 3, Third (3rd) Election District, St. Mary's County, Maryland (Plat Reference: EWA 34, Folio 103) shall be designated as a Stop Street, which is a reasonable exercise of this Board's police powers; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners for St. Mary's County directs and instructs the Director of the Department of Public Works and Transportation to erect a traffic control device; specifically, a stop sign on Woodbury Place, County Route 31371, at the intersection with Woodmere Drive, County Route 31054.

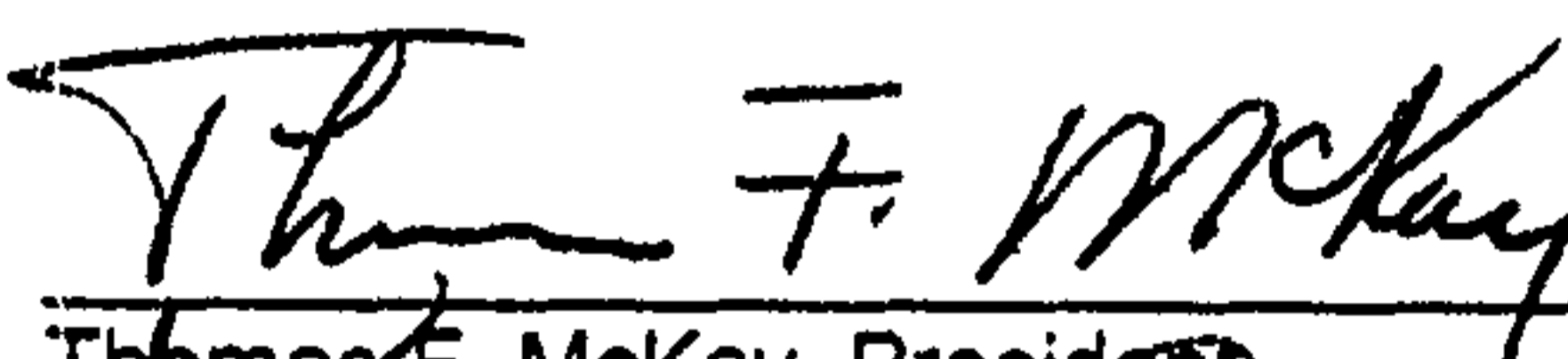
RECORDING FEE 0.00
TOTAL 0.00
RECORDED 12/03/03
EWA 34, Folio 103
Dec 05, 2003 09:56 am

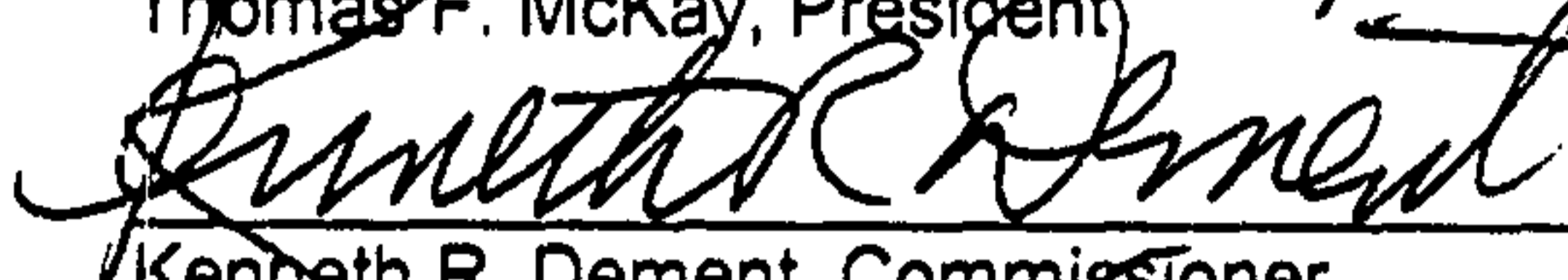
Those voting aye: 0.00
Those voting nay: 0
Those abstaining or absent: 0
Date of Adoption: 12/2/03
Effective Date: 12/2/03

ATTEST:

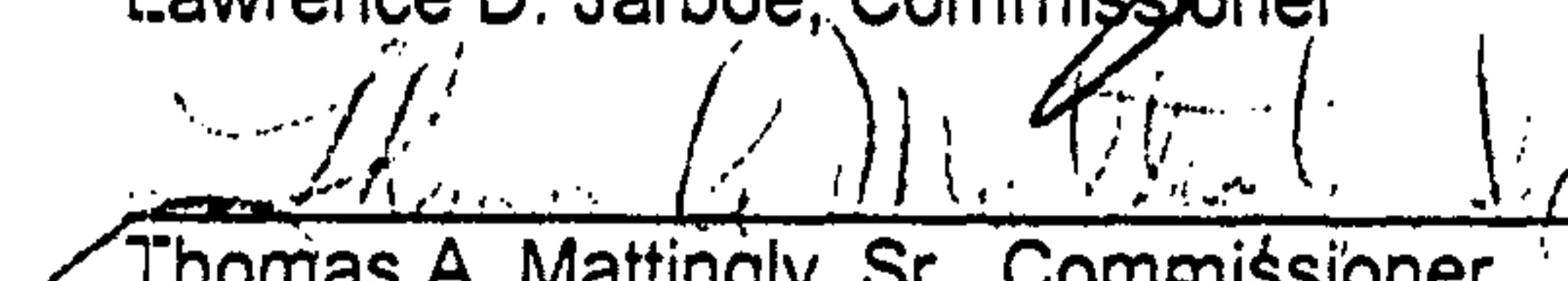
BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY

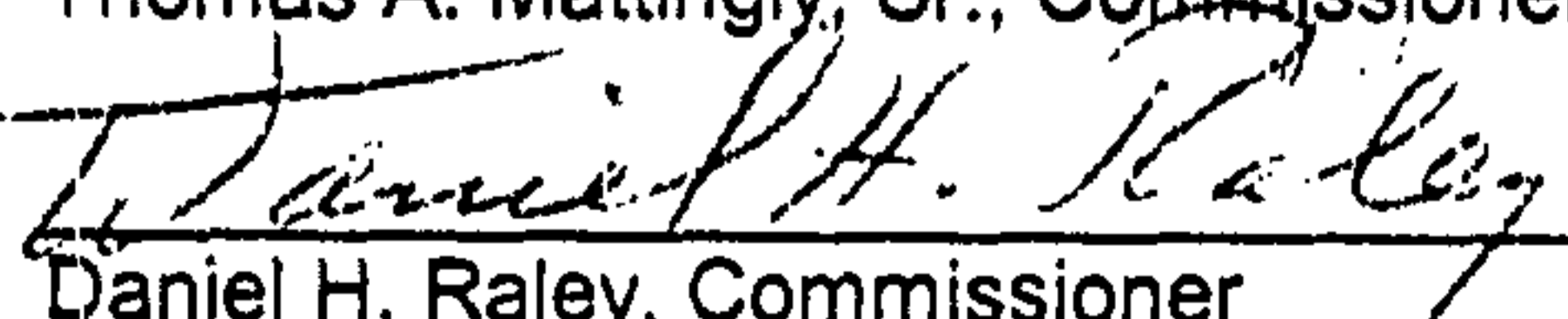

George G. Forrest
County Administrator


Thomas F. McKay, President



Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


John-B. Norris, III
County Attorney

NO.: 03-79
SUBJECT: Millstone Landing Road
No Parking Signs

LIBERO 028 PAGE 36 RESOLUTION

WHEREAS, pursuant to Section 25-102 of the Transportation Article of the Maryland Annotated Code, the Board of County Commissioners for St. Mary's County is authorized and empowered to regulate or prohibit stopping, standing, or parking of vehicles on highways within its jurisdiction.

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has identified the need to control parking along a portion of Millstone Landing Road due to the existing conditions of road design, motor vehicle traffic and pedestrian safety; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has, therefore, recommended that the Board of County Commissioners for St. Mary's County exercise its authority to regulate parking on Millstone Landing Road; specifically providing that no parking shall occur along the west side of Millstone Landing Road, County Route 30269, beginning approximately 675 feet south of the intersection with Kimberly Court, County Route 30972, and continuing for a distance of 270 feet to the south.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds that, upon the advice of the Director of the Department of Public Works and Transportation, a nuisance condition currently exists on Millstone Landing Road, and that in the interest of public health and safety and to help alleviate the existing condition, Millstone Landing Road, County Route 30269, further identified as being located in the Eighth (8th) Election District, St. Mary's County, Maryland, shall be designated as a No Parking Zone beginning approximately 675 feet south of the intersection with Kimberly Court, County Route 30972, and continuing for a distance of 270 feet to the south.

BE IT FURTHER RESOLVED, that the Board of County Commissioners for St. Mary's County, directs and instructs the Director of the Department of Public Works and Transportation to erect the necessary traffic control devices; specifically, "No Parking at Any Time" signs on Millstone Landing Road, County Route 30296, as necessary to identify the referenced portion of Millstone Landing Road as a No Parking Zone.

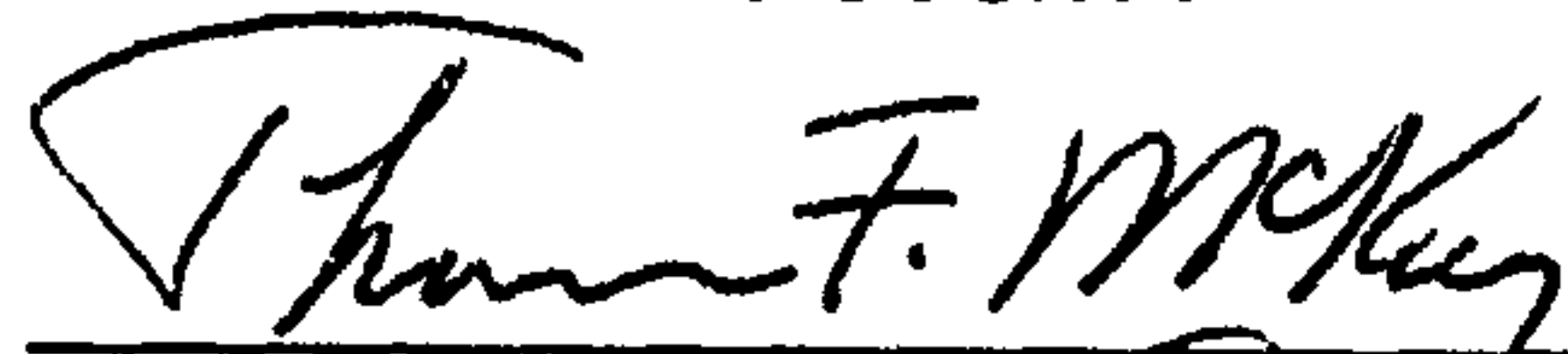
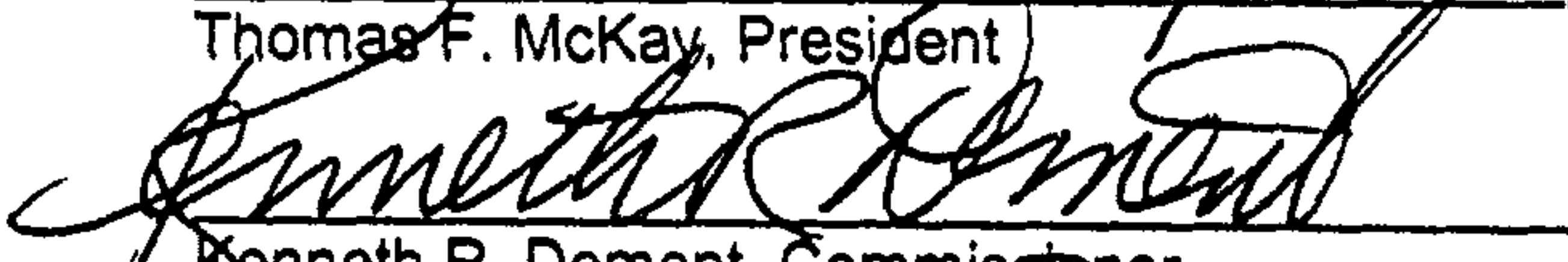
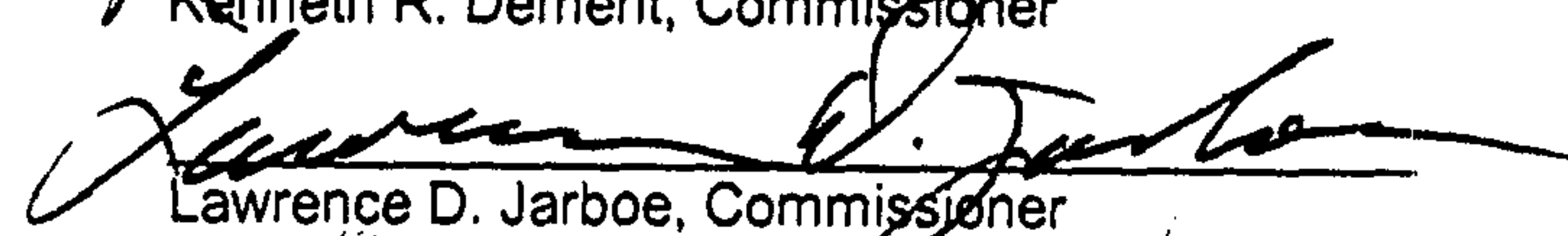

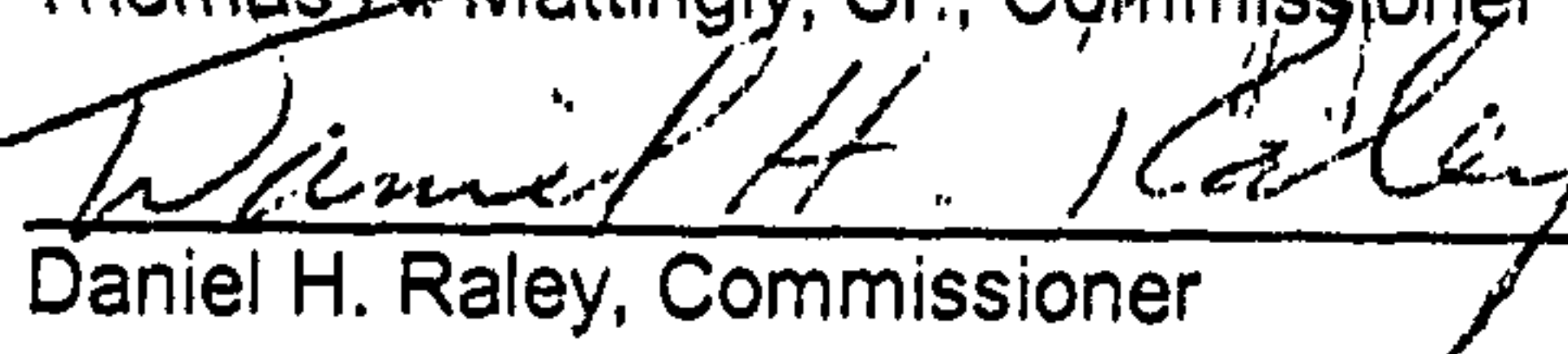
Those voting aye: all
Those voting nay: _____
Those abstaining or absent: _____
Date of Adoption: 12/2/03
Effective Date: 12/2/03

RECORDING FEE 0.00
TOTAL 0.00
Revised: Nov 13 2003
AM 1:03 PM
Dec 03 2003 09:57 am

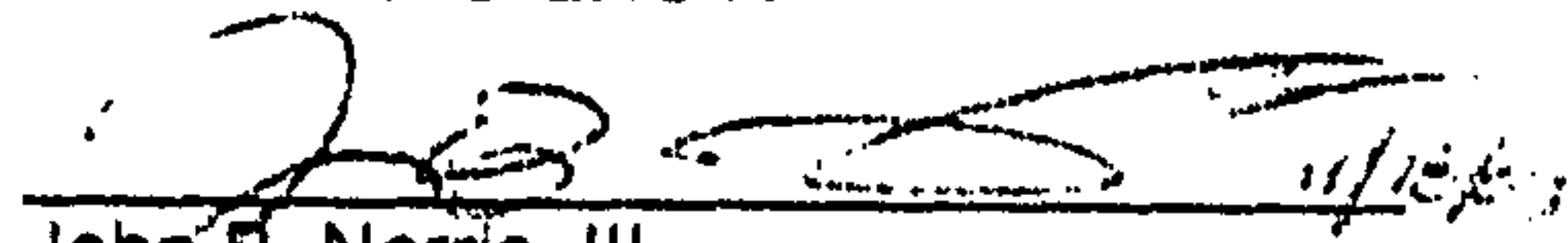
ATTEST:

BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY


George G. Forrest
County Administrator


Thomas F. McKay, President

Kenneth R. Dement, Commissioner

Lawrence D. Jarboe, Commissioner

Thomas A. Mattingly, Sr., Commissioner

Daniel H. Raley, Commissioner

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:


John B. Norris, III
Assistant County Attorney

Subject: Approval - Club Properties, Inc.
Development Rights &
Responsibilities Agreement

LIBERO 028 PAGED 37

ORDINANCE

WHEREAS, Article 66B, Section 13.01, of the Maryland Annotated Code empowers the Board of County Commissioners for St. Mary's County to adopt provisions that would allow a property owner to submit a proposed Development Rights & Responsibilities Agreement; and

RECORDING FEE 0.00
TOTAL 0.00
RECEIVED Nov 10 2003

WHEREAS, that same provision allows the Board of County Commissioners for St. Mary's County, after consideration by the Planning Commission and public hearing, to approve and adopt that Agreement; and

EMA USE BAKF00
Dec 05, 2003 09:30 am

WHEREAS, the Board of County Commissioners for St. Mary's County exercised that authority at Chapter 29 of the St. Mary's County Comprehensive Zoning Ordinance; and

WHEREAS, the Planning Commission conducted a public hearing on April 28, 2003 to consider whether the proposed Development Rights and Responsibilities Agreement, attached hereto as Exhibit "A," is consistent with the Comprehensive Plan and all relevant growth area plans, as required by Section 29.5 of the St. Mary's County Comprehensive Zoning Ordinance; and

WHEREAS, on June 23, 2003, in open session, the St. Mary's County Planning Commission adopted Resolution 03-05 finding that Development Rights & Responsibilities Agreement proposed by Club Properties, Inc. is consistent with the Comprehensive Plan and the Lexington Park-Tulagi Place Master Plan; and

WHEREAS, the Board of County Commissioners for St. Mary's County, following due notice published in the August 8, 2003 and August 15, 2003 editions of *The Enterprise*, a newspaper of general circulation in St. Mary's County, held a public hearing on August 26, 2003 regarding the proposed Development Rights & Responsibilities Agreement; and

WHEREAS, all requirements of Section 29.4 of the St. Mary's County Comprehensive Zoning Ordinance have been met; and

WHEREAS, upon due consideration of the comments of the public and staff, the recommendation of the St. Mary's Planning Commission and in furtherance of the public health, safety and welfare, it is in the best interest of the public health, safety and welfare of the citizens of St. Mary's County, Maryland, to adopt the Development Rights & Responsibilities Agreement with minor amendments and subject to the conditions and the Owner's acceptance of the changes set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners for St. Mary's County, that the Development Rights & Responsibilities Agreement submitted by petition of Club Properties, Inc. on February 20, 2003 is hereby approved and the Commissioner President is authorized to sign the same upon the following condition:

1. A duly authorized representative of Club Properties, Inc. submits and supports a request to vacate the decision of the St. Mary's County Board of Zoning Appeals in case 00-210-001, an appeal of a decision of the Planning Director by Club Properties, Inc.

**Subject: Approval - Club Properties, Inc.
Development Rights &
Responsibilities Agreement**

LIBERO 028 PAGE038

BE IT FURTHER ORDAINED, by the Board of County Commissioners for St. Mary's County, Maryland that the foregoing recitals are adopted as if fully rewritten herein.

Those voting Aye: 3

Those voting Nay: 0

Those Absent: 2

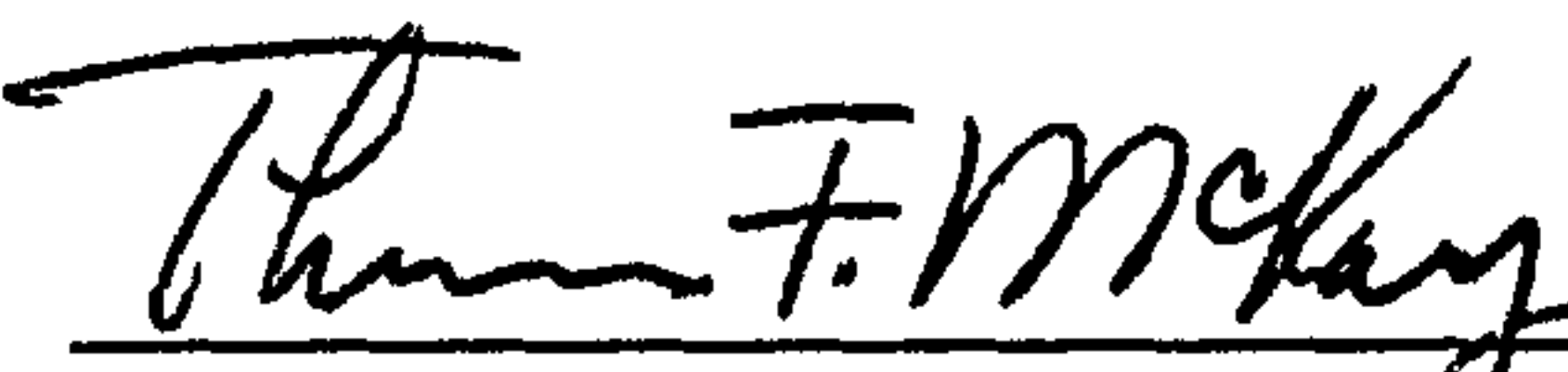
Date of Adoption: 12/2/03

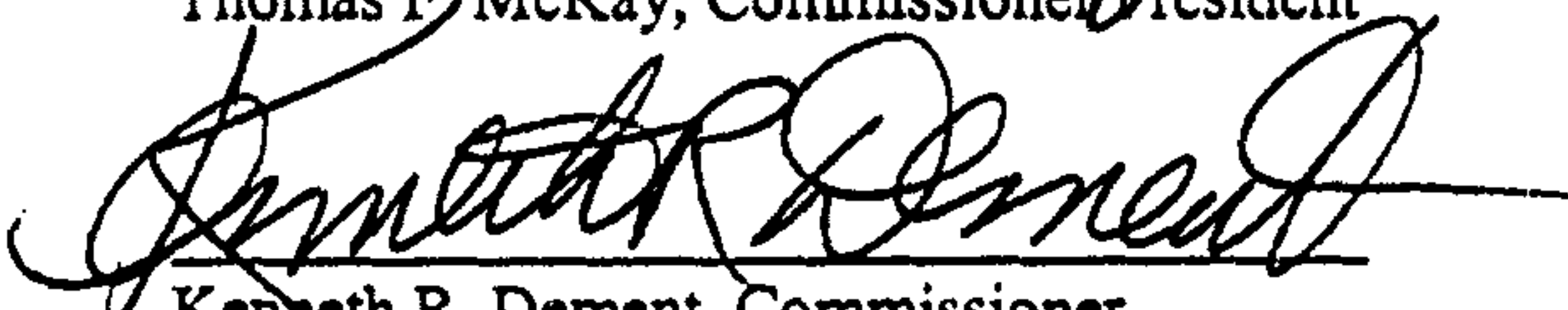
Effective Date: 12/2/2003


ATTEST:

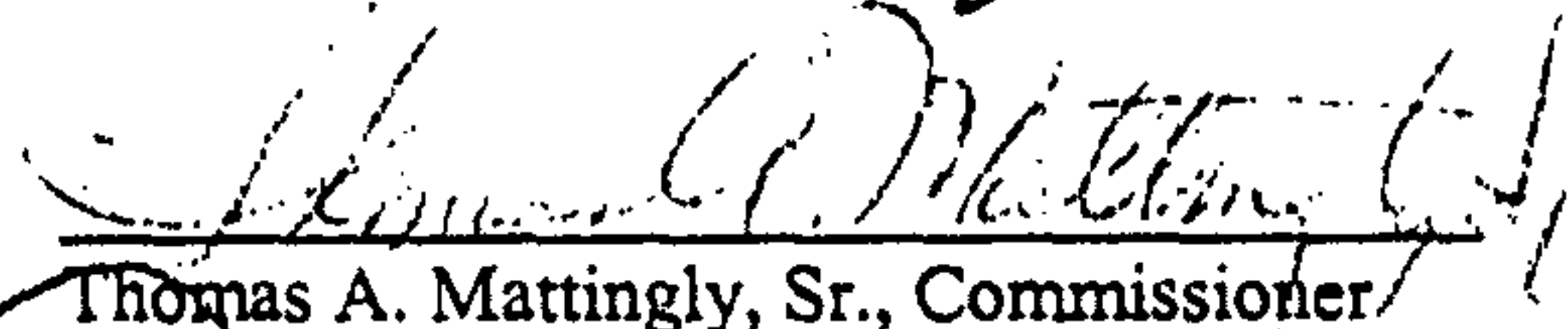

George G. Forrest
County Administrator

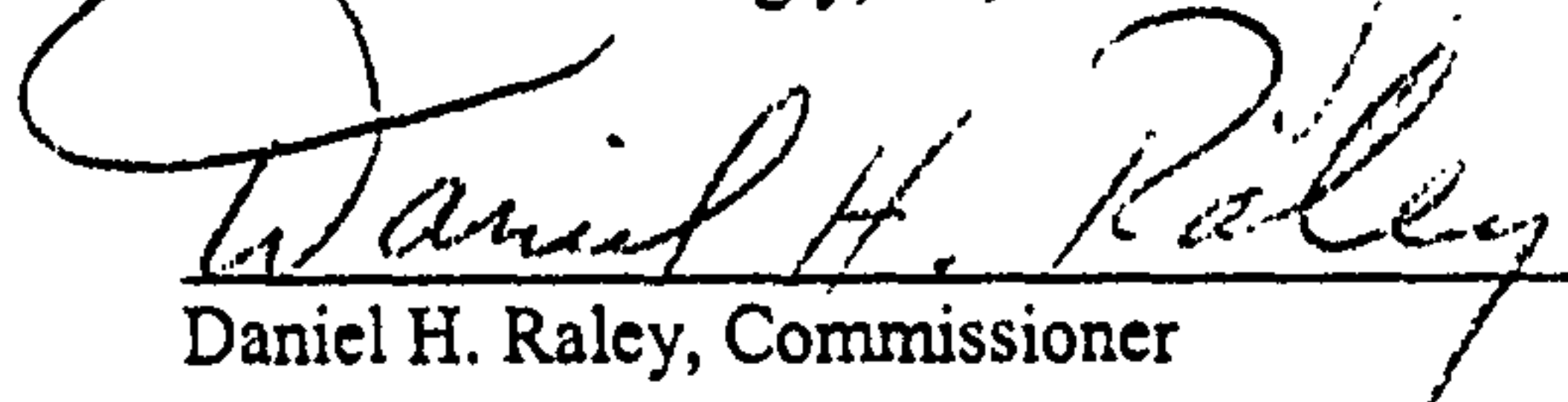
**BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY, MARYLAND**


Thomas F. McKay, Commissioner/President



Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

Approved as to form and legal
sufficiency:


John B. Norris, III
County Attorney

QUITCLAIM DEED

THIS QUITCLAIM DEED Made this 28th day of February in the year of our Lord, One Thousand Nine Hundred and Sixty Three, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (43 Stat. 377), as amended, and the regulations and orders promulgated thereunder, Party of the First Part, and CLSB PROPERTIES, INC., a corporation, organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at 5601 River Road, Bethesda, Maryland, Party of the Second Part:

W I T N E S S E T H

THAT THE PARTY OF THE FIRST PART, for and in consideration of payment of purchase money in the total sum of FOUR HUNDRED NINETY ONE THOUSAND SIX HUNDRED (\$491,600.00) DOLLARS of which sum, FORTY NINE THOUSAND TWO HUNDRED (\$49,200.00) DOLLARS has been paid by Party of the Second Part to Party of the First Part at or before the execution and delivery of this Quitclaim Deed, receipt whereof is hereby acknowledged, and the balance of FOUR HUNDRED FORTY TWO THOUSAND FOUR HUNDRED (\$442,400.00) DOLLARS, upon which a vendor's lien is hereby reserved for unpaid purchase money, is evidenced by a Promissory Note and Purchase Money Mortgage of even date delivered by Party of the Second Part to Party of the First Part contemporaneously with the delivery of this Quitclaim Deed, has revised, released and forever quit-claimed and by these presents does hereby revise, release, and forever quitclaim unto Party of the Second Part all of the right, title, and interest whatsoever of the Party of the First Part in and to certain tracts or parcels of land lying and being in St. Mary's County, State of Maryland, particularly described as follows:

PARCEL 1: THAT parcel of land identified as Parcel 1 on Drawing No. S-1 prepared by Thomas R. Koval, Court Square Building, Leesonsville, Maryland, dated Final August 10, 1962, entitled "Survey - Housing Project, Parcels 1, 2, & 3, Patuxent Naval Air Station, Patuxent River, Maryland", the point of beginning for said Parcel 1 being shown on said Drawing No. S-1 and also being on the southwesterly right of way line of Coral Place and the most northeasterly corner of the Philip Earle Gray Tract (Lexington Park Hotel) and the most northwesterly corner of the parcel described herein and running thence from said point of beginning north 32 degrees 00 minutes

EXHIBIT
A

Liber 106 page 115A

OFFICE OF COMPTROLLER
TREASURY DEPARTMENT
ANNAPOLIS, MARYLAND

Date March 1, 1963

THIS CERTIFIES THAT there has been paid to the Clerk of the CIRCUIT
Court for St. Mary's County the sum of One thousand
Eighty two dollars and forty cents (1008.40)
being tax on the recording of instruments in writing imposed under Sections 220
and 221 of Article 81 of the Annotated Code of Maryland, as enacted by Chapters 484
and 914 of the Acts of the regular session of the General Assembly of 1967, the said
tax being that due on the recording of within instrument.

WITNESS THE HAND OF THE Clerk of the CIRCUIT Court for
St. Mary's County this 1st day of
March, 1963 . attested by the seal of said office.

C. Wendell Green
Clerk of the CIRCUIT Court
for St. Mary's County

Quinn L. Gilchrist
Comptroller of the Treasury

11.6 24116

32 seconds east 51.006 feet to an iron pipe found on the northerly side of Coral Place, said iron pipe being a marker set by J. R. McCrone & Company as a boundary marker for the St. Marys County Board of Education Tract also known as Parcel #4 as shown on above-mentioned Drawing No. 2-1, thence running with and along the northerly side of Coral Place and the southerly boundary of Parcel #4, south 64 degrees 23 minutes 13 seconds east 100.02 feet to a point; thence south 60 degrees 17 minutes 12 seconds east 103.29 feet to a point; thence south 63 degrees 19 minutes 17 seconds east 94.91 feet to a point; thence south 63 degrees 15 minutes 42 seconds east 98.44 feet to a point of curvature; thence continuing along the arc of a curve concave to the left, the arc distance of 34.23 feet (said curve having a radius of 35.00 feet and a delta of 88 degrees 46 minutes 24 seconds) to a point of tangency on the westerly side of Lei Drive; thence continuing with and along the westerly side of Lei Drive and easterly boundary of Parcel #4, north 29 degrees 57 minutes 36 seconds east 161.47 feet to a point; thence north 30 degrees 17 minutes 13 seconds east 128.41 feet to a point; thence leaving said westerly side of Lei Drive and running across Lei Drive with and along the radial line of way limit of Maryland Route 235 as shown on Maryland State Roads Plate 17107 and 17108, per contract 24-309-1-20 and recorded in Liber Book CBC 4 amongst the Land Records of St. Marys County, Maryland, south 36 degrees 36 minutes 13 seconds east 43.92 feet to a point on the easterly right of way line of Lei Drive; thence continuing south 36 degrees 36 minutes 13 seconds east 3.75 feet to a point on the existing right of way line of Maryland Route 235; thence with one along the southerly right of way line of same north 32 degrees 19 minutes 34 seconds east 4.00 feet to a point; thence north 77 degrees 26 minutes 23 seconds east 42.33 feet to a point of curvature; thence continuing with and along the arc of a curve convex to the right, the arc distance of 72.67 feet to a stake set at a point on curve at the northerly corner of Parcel 5 as shown on above-mentioned Drawing No. 2-1; thence leaving said southerly right of way line of Maryland Route 235 and running with and along the outline of Parcel 5 and line of division thereof south 29 degrees 46 minutes 08 seconds west 177.80 feet (radial) to an iron pipe set; thence south 60 degrees 53 minutes 26 seconds east 294.00 feet to an iron pipe set; thence south 42 degrees 12 minutes 30 seconds east 250.00 feet to an iron pipe found at the southwesterly corner of the Lexington Park Lions Club tract; thence continuing in a straight line with same and the line of the Fleet Reserve Association south 42 degrees 12 minutes 30 seconds east 253.00 feet to an iron pipe found at the most southerly corner of the Fleet Reserve tract on the line of division as described herein; thence running with and along said line of division between Parcel 1, Lexington Park Housing Section 2, and Cantar Gardens, south 30 degrees 02 minutes 30 seconds west 152.41 feet to an iron pipe found; thence south 32 degrees 09 minutes 13 seconds east 38.80 feet to a point; thence south 60 degrees 02 minutes 17 seconds west 325.88 feet to an iron pipe found; thence north 19 degrees 53 minutes 43 seconds west 16.82 feet to an iron pipe found; thence south 64 degrees 06 minutes 17 seconds west 634.18 feet to a point; thence north 73 degrees 06 minutes 30 seconds west 245.14 feet to a point; thence running with and along the line of division thereof between Parcel 2 and the tract described herein north 25 degrees 27 minutes 39 seconds west 494.76 feet to an iron pipe set; thence north 26 degrees 20 minutes 33 seconds east 175.00 feet to a point at the southeasterly corner of the aforementioned Philip Earle Gray Tract; thence with and along the easterly boundary of same north 26 degrees 20 minutes 33 seconds east 369.98 feet to the point of beginning containing 26.677 acres, more or less; SUBJECT to an assessment to the State of Maryland for

highway purposes over and across a 20.00' strip of land adjacent to the old right-of-way line of Maryland Route 235 and as established and shown on State Road Plates 17107 and 17108, contract 24-309-1-520 and reversed in Plat Book C86 4, said easement together with the right to grade and maintain slopes adjacent thereto, pursuant to Grant of Easement NOy (R) 62617, dated August 19, 1939, and recorded amongst the Land Records of St. Marys County, Maryland, in Liber C86 43 at Folio 434, ALSO, SUBJECT to a 30-year Grant of Easement NOy (R) 62620 to the Southern Maryland Electric Cooperative, Incorporated, dated February 27, 1939, for a right-of-way for a pole line, said right-of-way being 20 feet in width, lying 10 feet each side of the existing poles along the westerly frontage of the property described herein; said easement being duly recorded amongst the Land Records of St. Marys County, Maryland, in Liber C86 82 and Folios 70 through 73. ALSO, SUBJECT to a fence encroachment on the southerly side of said Parcel 1.

PARCEL 2: THAT parcel of land identified as Parcel 2 on Drawing No. 3-1 above described, the point of beginning being the southerly corner of the Philip Earle Gray Tract, said point also being the most northeasterly corner of the Parcel described herein as shown on said Drawing No. 3-1 and running thence from said point of beginning with and along the northeasterly boundary of Parcel 1 and a line of Division thereof south 26 degrees 20 minutes 33 seconds west 175.00 feet to an iron pipe set; thence south 25 degrees 27 minutes 39 seconds east 694.76 feet to a point on the boundary of the Center Gardens Tract; thence running with and along a line of division between same and the parcel described herein south 74 degrees 15 minutes 00 seconds west 328.01 feet to a point on the northerly right-of-way line of Willow Road relocated; thence running with and along the said northerly right-of-way of Willow Road relocated north 22 degrees 21 minutes 08 seconds west 289.44 feet to a point; thence north 28 degrees 37 minutes 00 seconds west 447.45 feet to a non-tangent point of curvature; thence continuing with and along the easterly right-of-way line of Old Willow Road (30.00 feet wide), and with and along the arc of a curve concave to the right, the arc distance of 70.17 feet (said curve having a radius of 165.91 feet and a delta of 24 degrees 14 minutes 00 seconds) to a point of tangency; thence north 23 degrees 08 minutes 00 seconds east 179.02 feet to a point of curvature; thence with and along the arc of a curve, the arc distance of 93.92 feet (said curve having a radius of 121.53 feet and a delta of 4 degrees 32 minutes 10 seconds) to a monument at a point on curve at the southerly corner of the Philip Earle Gray Tract; thence leaving the hereinabove described right-of-way line of Old Willow Road and running with and along the lands of the said Philip Earle Gray Tract south 70 degrees 26 minutes 10 seconds east 320.89 feet to the point of beginning, containing 7.095 acres, more or less. SUBJECT, to a power pole line easement to Southern Maryland Electric Cooperative, Incorporated.

TOGETHER WITH all and every, the rights, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

RESERVING AND EXCEPTING from and out of the herein conveyed Parcel 1, one 7.5 KVA transformer and two poles which will remain the property of the Government or its assigns for the purpose of supplying electric service to a gas storage tank located adjacent to an easterly boundary line of Parcel 1 indicated on a plat entitled "Survey Housing Project: Parcels 1, 2, & 3; Patuxent Naval Air Station, Patuxent River, Maryland: Section One: Bay

PS 110 3115

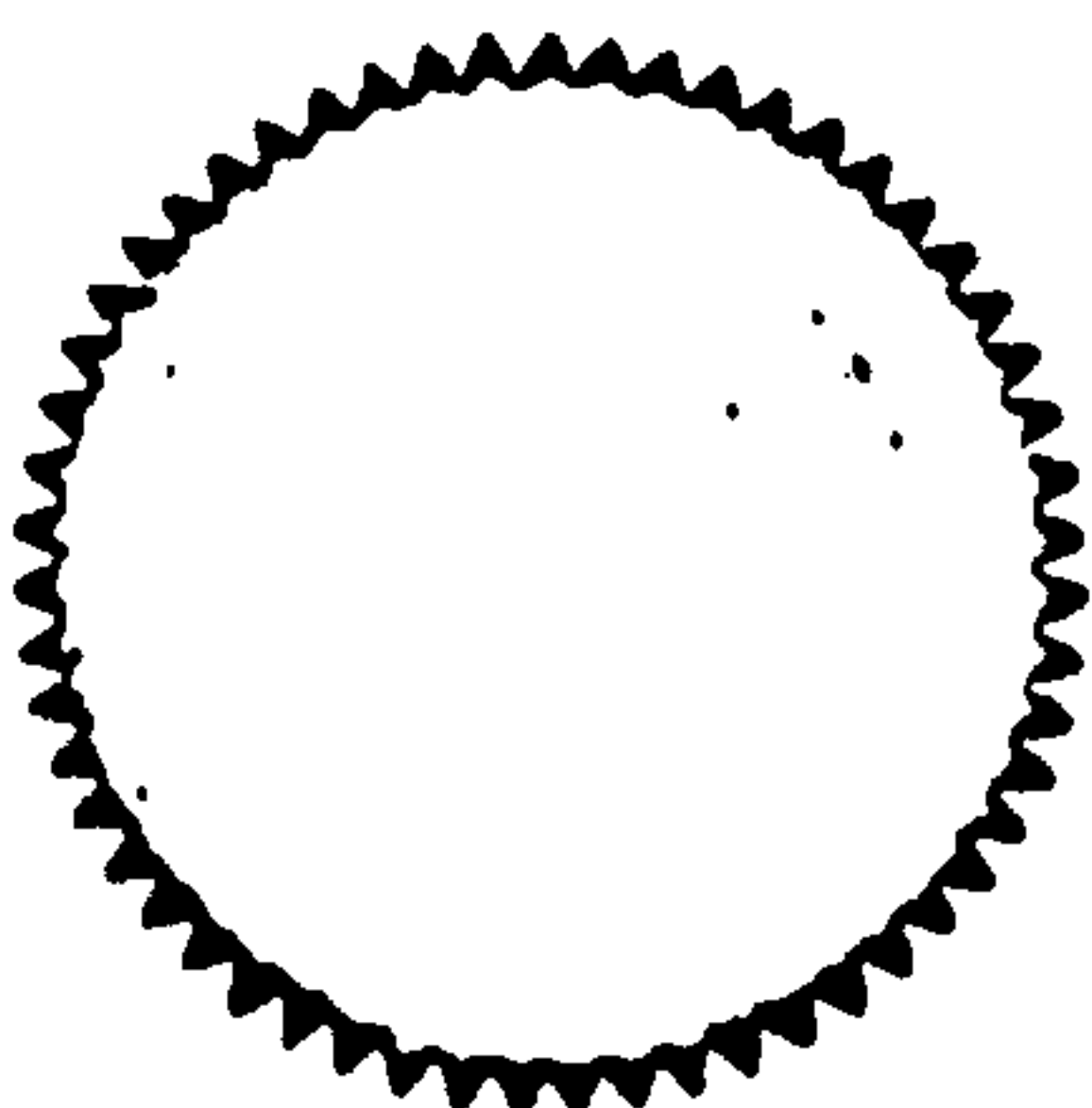
Election District #6 St. Mary's County; Prepared By: Thomas R. Koval,
Court Square Bldg., Leonardtown, Maryland; Contract No. CS-03-U(R)-1002;
File No. 227A; Approved 8/10/62; Drawing S-1" as "S 32 degree 09 minutes
13 seconds E 38.80 feet."

ALSO RESERVING AND EXCEPTING from and out of the herein conveyed Parcel
1, existing water and sewer systems as well as all easements in connection
therewith, together with the right of ingress and egress over and across
the land herein conveyed for the purpose of operation, maintenance, repair
or replacement of said water and sewer systems.

TO HAVE AND TO HOLD the tracts or parcels of ground above described or
mentioned and hereby intended to be conveyed, together with the rights,
privileges, appurtenances, and advantages thereto belonging or appertaining
unto and to the only proper use, benefit and behoof forever of the said
Party of the Second Part, its successors or assigns forever, subject to
reservations, exceptions, easements, a vendor's lien and a fence encroach-
ment aforesaid; and further subject to the restriction that said land or any
part thereof shall not be resold or leased without the prior written consent
of the Government until the balance of the purchase money has been paid in
full.

THIS QUITCLAIM DEED is executed and delivered to the Party of the Second
Part without representations, warranties or covenants, either express or
implied.

WITNESS the following signature and seal.



UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

George W. Dodson, Jr.
George W. Dodson, Jr.
Regional Director
Utilization and Disposal Service
General Services Administration, Region 3

WITNESSETH:

Name *D. F. ...*
Address *2473 25 Avenue*
Hyattsville, Md.

Name *... Subject*
Address *1730 6 ST NW*
Washington, DC.

Received this *1st* day of *March* 1963

at *1122 1/2* close *A.M.*, for RECORD AND RECORDS

Recd: *11.00* *P. Russell L. Grummett*
PS. 1052.40 *PS. 17.00* *Close*

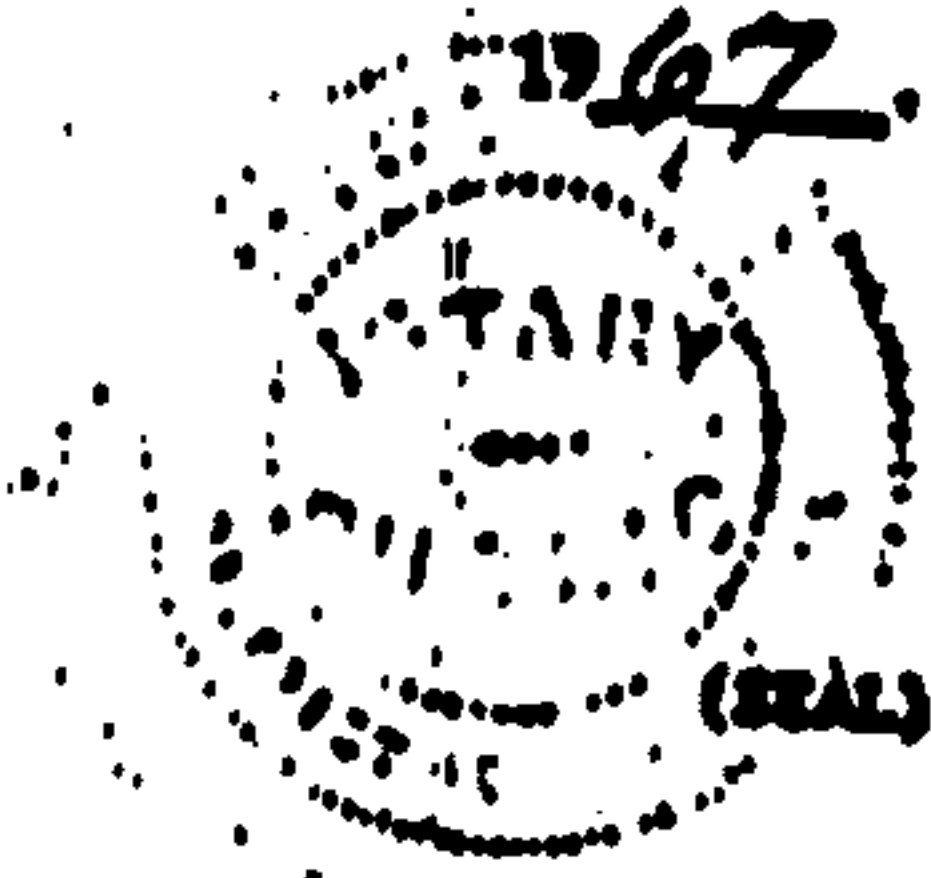
100 22113

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

I hereby certify that on this 28th day of February, in the year 1963, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared, George W. Deacon, Jr., Regional Director, Utilization and Disposal Service, General Services Administration, Region 3, and on behalf of the United States of America, did acknowledge the foregoing instrument to be the act and deed of the United States of America.

Given under my hand and official seal this 28th day of February 1963.

My Commission expires on the 14th day of May 1967.



George W. Deacon, Jr.
Notary Public

This is to certify that the taxes for the year 1963 on the property described in the within and to-wit:
100 22113
100 22113
Number of acres: _____
in State of Md.

This is to certify that all taxes on this property have been paid to and include the levy for the year of 1963
Kenneth A. [Signature]
St. Mary's County, Md.



already no: 5957360

Del CP Inc per mail

3-14-63

Chesapeake, Md

109461



QUITCLAIM DEED

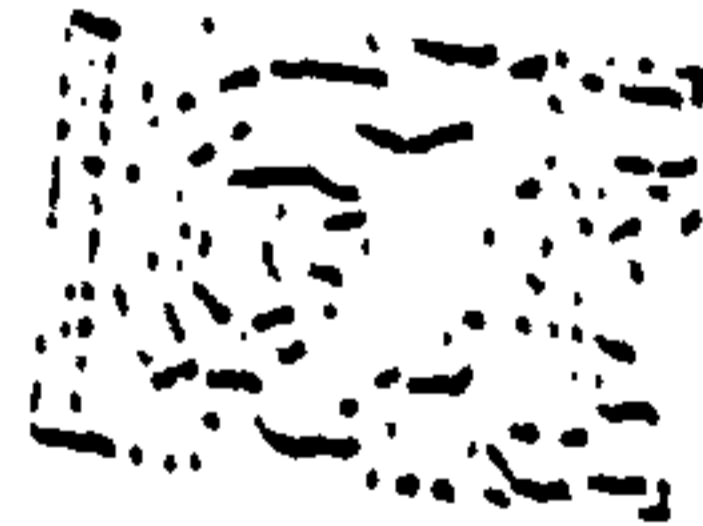
LIBERO 028 PAGED 45



THIS QUITCLAIM DEED Made this 30 day of September in the year of our Lord, One Thousand Nine Hundred and Sixty Three, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 63 Stat. 377, as amended, and the regulations and orders promulgated thereunder, Party of the First Part, and CLUB PROPERTIES, INC., a corporation, organized and existing under and by virtue of the laws of the State of Maryland, having its principal place of business at 5601 River Road, Bethesda, Maryland, Party of the Second Part;

WITNESSETH:

THAT THE PARTY OF THE FIRST PART, for and in consideration of payment of purchase money in the total sum of FIVE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY (\$588,940.00) DOLLARS [of which sum, FIFTY EIGHT THOUSAND NINE HUNDRED FORTY (\$58,940.00) DOLLARS has been paid by Party of the Second Part to Party of the First Part at or before the sealing and delivery of this Quitclaim Deed, receipt whereof is hereby acknowledged, and the balance of FIVE HUNDRED THIRTY THOUSAND FORTY (\$530,000.00) DOLLARS, upon which a vendor's lien is hereby reserved for unpaid purchase money, is evidenced by a Promissory Note and Purchase Money Mortgage of even date delivered by Party of the Second Part to Party of the First Part contemporaneously with the delivery of this Quitclaim Deed] the same, released and forever quitclaimed and all other persons duly hereby herein, release, and forever quitclaim into Party of the Second Part all of the right, title, and interest whatsoever of the Party of the First Part in and to a certain tract or parcel of land lying and being in St. Mary's County, State of Maryland, particularly described as follows:



EXHIBIT

tabbles

A-1

100 100 100

PARCEL A: Beginning for the same at a point on the southerly right of way line of State Route Number 235, as shown on a plat entitled "Boundary Survey of Lexington Park 'New Section' Housing & Carver Heights - Parcels A, B, C, D, E, F & G." Prepared by Koval & Eldridge, Court Square Building, Leonardtown, Maryland. Contract No. GS-0-U(R)-1005. File No. 36AA, Date May 2, 1961, Drawing No. S-2, said point being the most northeasterly corner of the original Fleet Reserve Building Lot, and running thence with and along the said southerly right of way line of Maryland Route Number 235, the following two (2) courses and distances: (1) with and along the arc of a curve to the right, the arc distance of 523.82 feet to a point; thence (2) South 55 degrees 38 minutes 00 seconds East 1512.288 feet to a point, on line; thence leaving said right of way line and running South 52 degrees 56 minutes 35 seconds West 1151.047 feet to an iron pipe set; thence North 55 degrees 13 minutes 34 seconds West 885.000 feet to an iron pipe set on the northerly line of the Center Gardens Tract; thence with and along same North 17 degrees 13 minutes 34 seconds West 615.110 feet, North 09 degrees 59 minutes 54 seconds West 42.470 feet to an iron pipe set; thence North 19 degrees 39 minutes 54 seconds West 145.790 feet to an iron pipe; thence South 75 degrees 00 minutes 06 seconds West 34.510 feet to a point; thence North 20 degrees 15 minutes 11 seconds West 117.180 feet to an iron pipe (point); thence leaving Center Gardens Tract and running with and along the southerly boundary of the 23rd Section Housing Tract, North 20 degrees 12 minutes 17 seconds East 134.110 feet to a point on said boundary; thence North 12 degrees 10 minutes 10 seconds West 10.000 feet to an iron pipe found; thence North 12 degrees 10 minutes 10 seconds East 112.410 feet to an iron pipe found; thence with and along the Fleet Reserve Building Lot, North 10 degrees 10 minutes 10 seconds East 112.410 feet to the point of beginning, containing 50,314 acres.

THE FOREGOING PROPERTY is subject to existing easements, liens and encumbrances, and the following:

- Easement No. MDG1155423 dated August 13, 1959, to the State of Maryland for construction, operation, repair, and use thereof of three north lanes - State Route 235.
- Easement No. MDG1155423 dated February 27, 1959, to the Southern Maryland Electric Cooperative for an electric transmission line along State Route 235.
- Reservation to the United States of America in easement through and across Parcel A twenty feet wide from State Route 235 to the Center Gardens Housing Project for a sanitary sewer line and a utility pipe line for the installation and use of a fire alarm system and for other purposes.

1111 12463

BERO 028 PAGE 47

Reservation to the United States of America a right of way easement for a waterline ten feet in width from State Route 235 to the Center Gardens Housing Project.

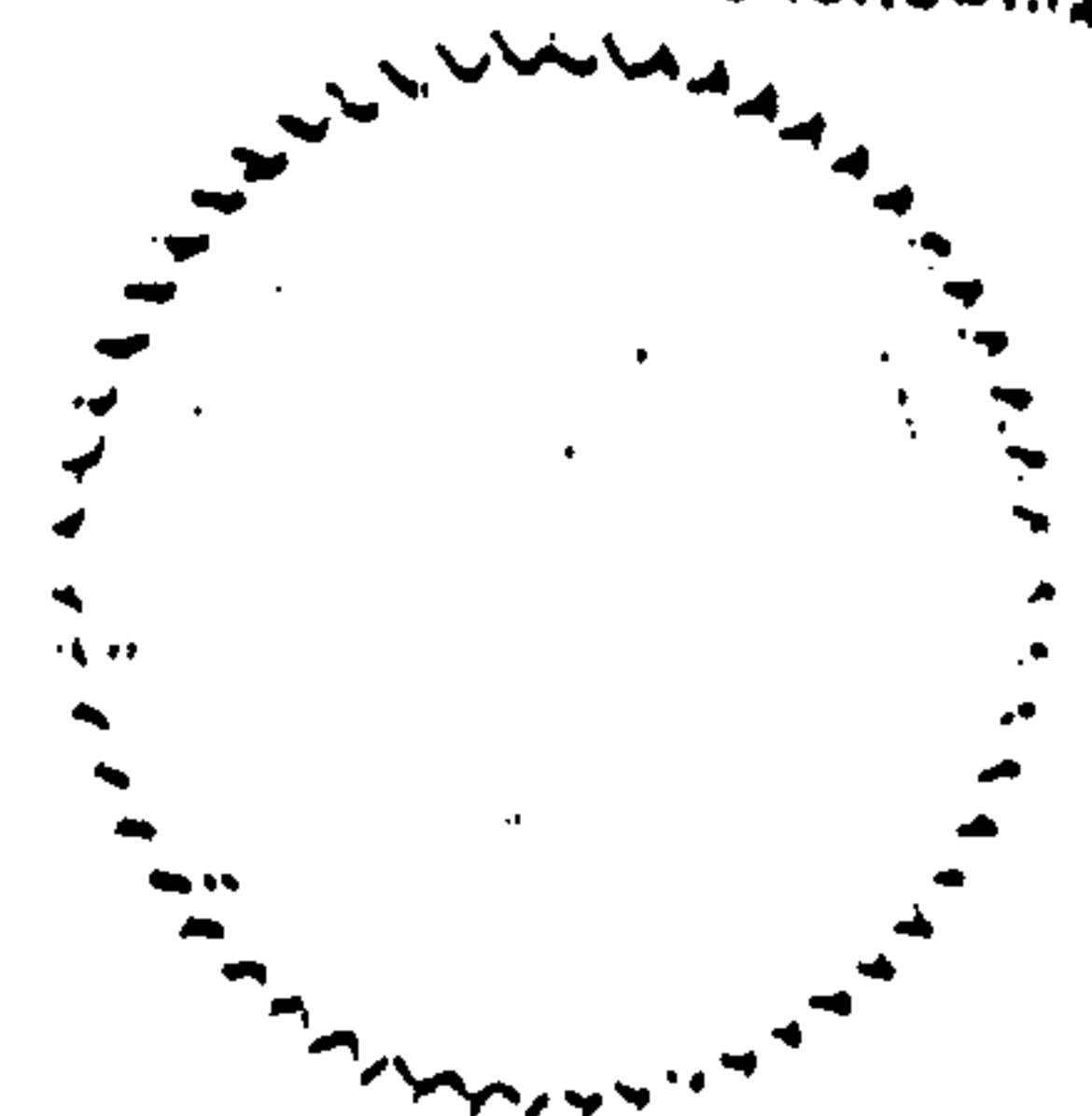
TOGETHER WITH all and every, the rights, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

RESERVING, EXCEPTING AND EXCLUDING, however, from and out of the herein conveyed property, the water and sewer lines and the electrical system as well as the easements in connection therewith.

TO HAVE AND TO HOLD the tract or parcel of land above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Party of the Second Part, its successors or assigns forever. Subject to the restriction that said land or any part thereof shall not be resold or leased without the prior written consent of the Government until the balance of the purchase money has been paid in full.

THIS QUITCLAIM DEED is executed and delivered to the Party of the Second Part without representations, warranties or covenants, either express or implied.

WITNESS the following signature and seal.



UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

[Signature]
William A. Samuon
Regional Director
Utilization and Disposal Service
General Services Administration, Region 1

WITNESSES:

Name _____

Address _____

Name _____

Address _____

[Handwritten notes]

62 100 20161

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) to-wit:

I hereby certify that on this 30th day of September, in the year 1963, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared, William K. Cameron, Regional Director, Utilization and Disposal Service, General Services Administration, Region 1, and on behalf of the United States of America, did acknowledge the foregoing instrument to be the act and deed of the United States of America.

Given under my hand and official seal this 30th day of September, 1963.

My Commission expires on the 30th day of September, 1967.

[Signature]
Notary Public



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[Faint text and markings]

[Vertical text and markings on the right margin]

109-464A

OFFICE OF COMPTROLLER
TREASURY DEPARTMENT
ANNAPOLIS, MARYLAND

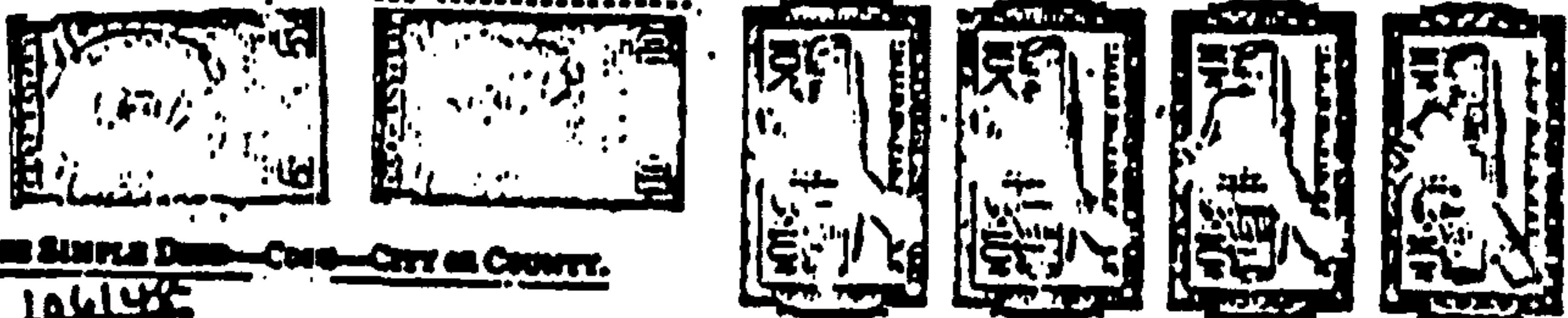
On September 30, 1967

THIS CERTIFIES THAT there has been paid to the Clerk of the Circuit Court for St. Mary's County the sum of one thousand two hundred ninety five dollars and eighty cents (\$1,295.80) being tax on the recording of instruments in writing imposed under Sections 220 and 221 of Article 21 of the Annotated Code of Maryland, as enacted by Chapters 234 and 214 of the Acts of the regular session of the General Assembly of 1947, the said tax being that due on the recording of within instrument.

WITNES THE HAND OF THE CLERK OF THE CIRCUIT COURT for St. Mary's County this 26 day of September, 1967 imposed by the laws of said State.

[Signature]
Clerk of the Circuit Court
St. Mary's County

LIBERO 028 PAGE 50



THE SIMPLE DEED—COUN—CITY OR COUNTY.

This Deed, Made this 26th day of November, 1965

in the year one thousand nine hundred and sixty five, by and between

The Lexington Park Lions Club, an unincorporated association, and The Lion's Club of Lexington Park Inc., a body corporate of the State of Maryland, parties of the first part, and Club Properties Inc., a body corporate of the State of Maryland, party of the second part.

NOW THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the sum of ten dollars and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said The Lexington Park Lions Club and The Lion's Club of Lexington Park Inc., do hereby grant and convey unto the said Club Properties Inc., a body corporate of the State of Maryland, its successors or assigns, in fee simple, all that lot, tract or parcel of land situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, and described as follows:

COMMENCING at R/W monument No. 37 in the southerly boundary of the Naval Air Station, Patuxent River, Maryland, being also in the northerly right of way line of Maryland State Road No. 235; thence south 28° 45 min. West crossing said road, 80.00 feet to the old southerly right of way line of the road; thence north 61° 16 min. West along said old right of way line 186.00 feet to the TRUE POINT OF BEGINNING; thence from said point of beginning south 38° 25 min. West 20.29 feet to an iron pipe set in the new southerly line of said road; thence continuing south 38° 25 min. West 294.71 feet to an iron pipe; thence north 42° 35 min. West 104.00 feet to an iron pipe; thence north 28° 45 min. east 257.28 feet to an iron pipe in the new southerly right of way line of Road 235; thence continuing north 28° 45 min. East 20.00 feet to the old southerly right of way line of said road; thence south 61° 16 min. East along said old right of way line 151.41 feet to the point of beginning, containing 0.78 acres of land, more or less. TOGETHER WITH an easement for a 4 inch sanitary sewer line across the adjoining lands to the east, said easement being 10 feet in width, and lying five feet on either side of the following described center line; Beginning at a point located south 38° 25 min. West 54.00 feet distant from an iron pipe set in the new southerly right of way line of State Road 235 in the southeasterly line of the herein-described premises; thence north 88° 38 min. East 152 feet, more or less, to an intersection with the old southerly right of way line of State Road 235, said intersection being located south 61° 16 min. East 153 feet, more or less, along said road right of way line from the true point of beginning of the 0.78 acre parcel hereinabove described. SUBJECT TO an easement to the State of Maryland for road purposes over and

EXHIBIT B

with
check.

LIBER 123 386

across a 20 foot strip of land adjacent to the old right of way line of State Road 235 as established by the State Roads Commission, together with the right to grade and maintain slopes adjacent thereto, pursuant to Grant of Easement NOy (R) 65617 dated August 19, 1959, recorded in the land records of St. Mary's County, Maryland, in Liber 83, folio 434; ALSO SUBJECT TO a 50 year easement to the Southern Maryland Electric Cooperative, Incorporated, dated Feb. 27, 1959, for a right of way for a pole line, said right of way being 20 feet in width, lying 10 feet on either side of the existing poles along the northeasterly part (front) of the herein described property; said easement being recorded among the land records of St. Mary's County in Liber 82, folio 70-75.

Being the same land conveyed to the Lexington Park Lions Club by deed dated Oct. 15, 1962, by the United States of America, acting by and through the Administrator of General Services, which deed is recorded among the land records of St. Mary's County, Maryland, at Liber CBG No. 104, folio 43.



Received this 29th
day of Nov 1965
at Libert A. V. for
RECORD AND RETURNED
Charles J. Powell
Fees
Reg. 7.50
L.S. 30.80



Vertical text on the right margin, including "RECORDED" and "INDEXED" stamps, and a date stamp "NOV 29 1965".

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

This is to certify that transfer has been made in the County of Saint Mary's State of the property conveyed by the within deed.

Done at _____
_____ Notary Public
in Saint Mary's County, Md.

do hereby and to hold the 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 Club Properties Inc., a body corporate of the State of Maryland, its successors or assigns,

subject to the easements hereinabove set forth. in fee-simple.

And the said The Lexington Park Lions Club and The Lion's Club of Lexington Park Inc.,

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

Witness the hand and seals of said grantors:

Attest: Charles L. Lee
Charles L. Lee, Secretary

By Jerry M. Colvin (SEAL)
JERRY M. COLVIN, PRESIDENT
By Charles L. Lee (SEAL)
CHARLES L. LEE

THE: Charles L. Lee
Charles L. Lee, Secretary

By Jerry M. Colvin (SEAL)
JERRY M. COLVIN, PRESIDENT

State of Maryland, Saint Mary's County to wit: I HENRY CHEFF, that on this 26th day of November, in the year one thousand nine hundred and sixty five, before me, the subscriber a Notary Public of the State of Maryland, in and for the County

abovesaid, personally appeared Jerry M. Colvin and Charles L. Lee, as officers of Lexington Park Lions Club, and acknowledged the foregoing deed to be their act and the act of said Lion's Club; and also appeared Jerry M. Colvin, President of The Lion's Club of Lexington Park Inc., and acknowledged the foregoing Deed to be his act, and



Jessie C. Baker
Notary Public

RECUPT 113108

FOR SIMPLE DEED - CROSS - CITY OR COUNTY.

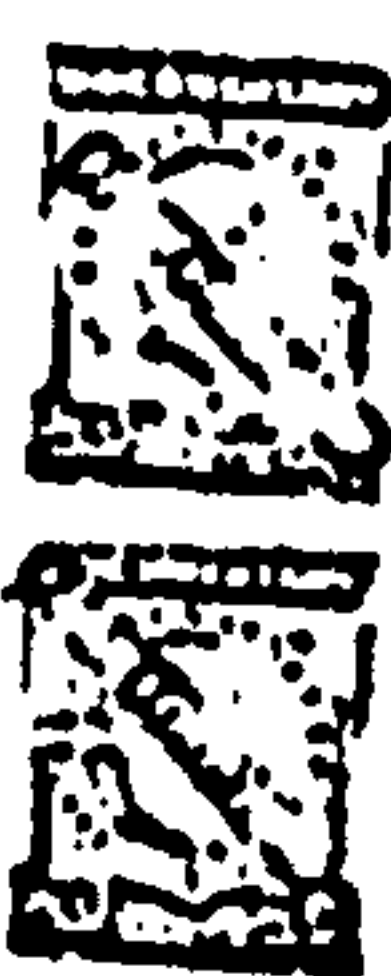
This Deed, Made this 5th day of July

In the year one thousand nine hundred and sixty-seven, by and between, Fleet Reserve Association, Branch 93, a body corporate, party of the first part, Grantor; and Club Properties, Inc., a body corporate, party of the second part, Grantee, and the First National Bank of St. Mary's, a body corporate, Mortgagee. WITH WITNESSES, That in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Fleet Reserve Association, Branch 93, does hereby grant and convey unto Club Properties, Inc., a body corporate, its successors and assigns, in fee-simple, all that tract or parcel of land, situate, lying and being in the Eleventh Election District of St. Mary's County, State of Maryland, and being described as follows:

BEGINNING for the same at a point in the Southwesterly outline of a tract or parcel of land standing in the name of the Lexington Park Lions Club as recorded among the Land Records of St. Mary's County, Maryland, in Liber C.S.G. No. 106, Folio 43, said beginning point being further located as being the most Westerly South corner of said Lions Club property and the Northerly West corner of the herein described, and the most Northerly West corner of a tract or parcel of land standing in the name of the Fleet Reserve Club as recorded among the aforementioned Land Records in Liber C.S.G. No. 103, Folio 180; thence leaving said Southwesterly outline and running and binding on a division line between said Lions Club and said Fleet Reserve property North 38° 25' East 24.71 feet to a point in said division line, said point being located South 28° 45' West 36.50 feet from the Southwesterly right-of-way line of Maryland Route 235; thence passing through a portion of said Fleet Reserve Club property, South 28° 45' West 105.25 feet to a point in the Southwesterly outline of said Fleet Reserve lot; thence running and binding on said Southwesterly outline, North 42° 35' West 46.03 feet to the point and place of beginning, containing 5,903.7 square feet of land, more or less.

being a portion of the same tract or parcel of land conveyed from the United States of America to the Fleet Reserve Association by deed dated August 17, 1962, recorded among the Land Records of St. Mary's County, Maryland, in Liber C.S.G. No. 103, Folio 180.

The said First National Bank of St. Mary's, a body corporate, Mortgagee, joins in this conveyance to release its lien on against the above described property, by virtue of a mortgage from Fleet Reserve Association, Branch 93 to First National Bank of St. Mary's, a body corporate, dated September 6, 1962, and recorded in Liber C.S.G. No. 75, Folio 155, one of the Mortgage Records of St. Mary's County, Maryland, retaining however, its lien on the remainder of land mentioned in said mortgage.



This is to certify that all taxes on this property have been paid to and including the year for the year of 1962 Taxes Due
Dorcasia C. Bell, Treasurer
St. Mary's County, Md.

Notary Public for St. Mary's County, Md.
July 2, 1967

Received this 19th day of July 1967
at 10:42 AM
RECEIVED AND ESTIMATED
Mary K. Funder
Rd 5.50
Dd 3.30

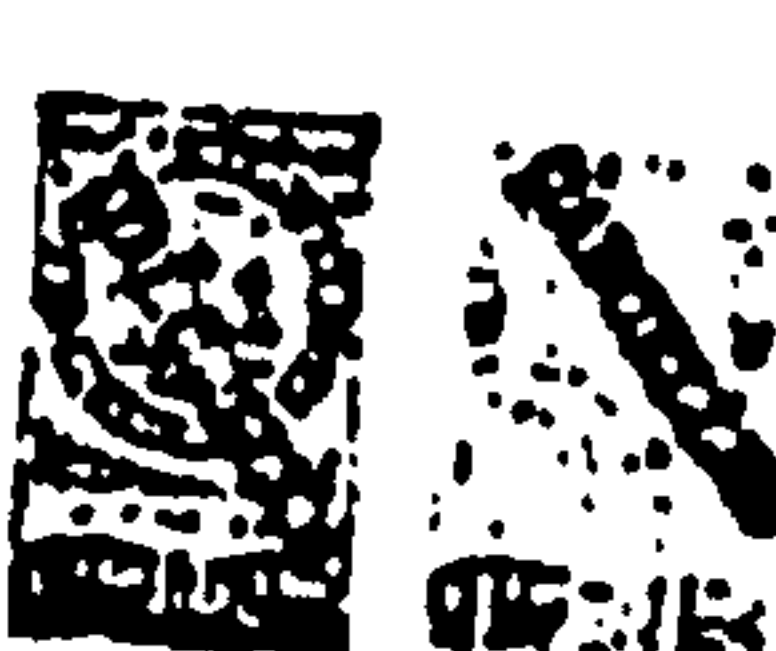


EXHIBIT
C

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

On here and to hold the ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Club Properties, Inc., a body corporate, its successors and assigns, in fee-simple.

And the said Fleet Reserve Association, Branch 93, ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~

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

Returns the hand and seal of said grantor

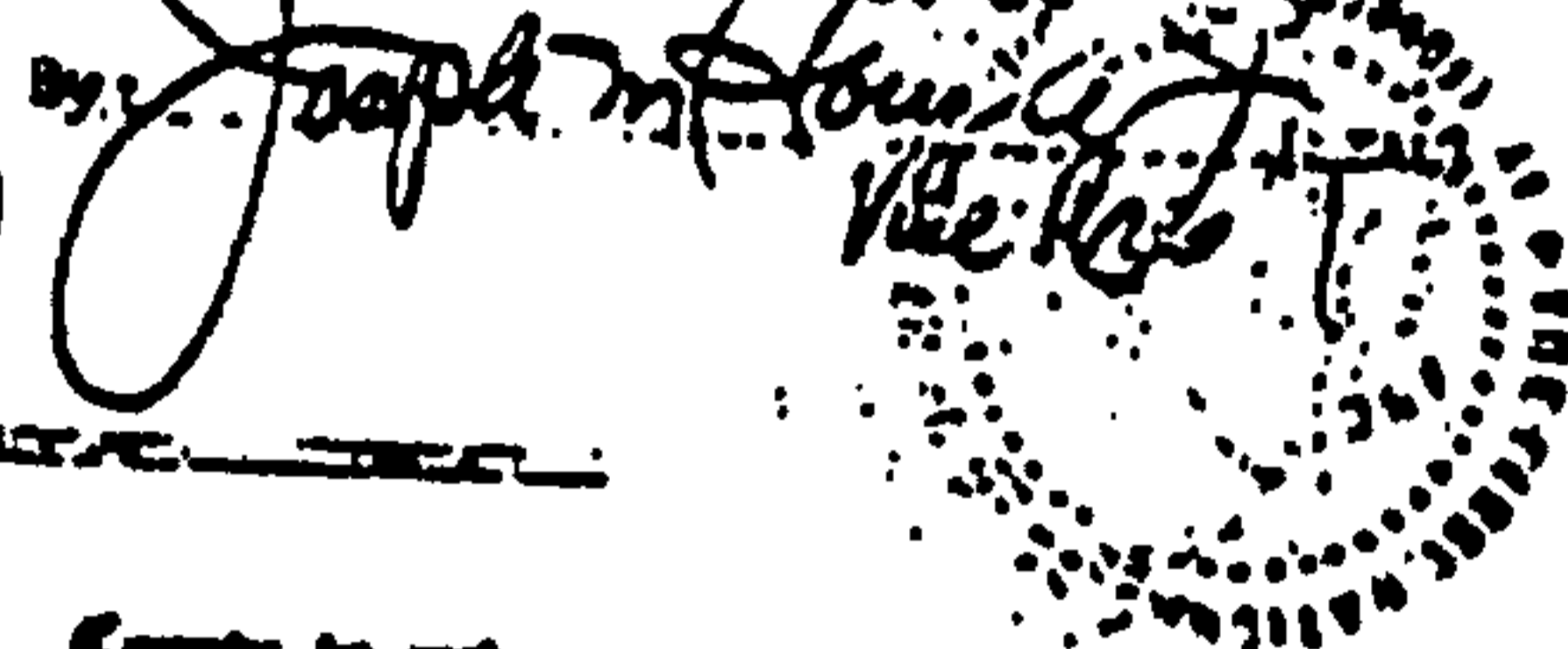
Fleet Reserve Association, Branch 93, ~~XXXX~~

Test:

Robert L. ...
Secretary

Fred E. Dickey (SEAL)
President
First National Bank of St

Test: *Robert J. ...*



State of Maryland, St. Mary's

County in and

I HEREBY CERTIFY, that on this 8th day of July in the year one thousand nine hundred and 67 before me, the subscriber a Notary Public of the State of Maryland, in and for the County

known, personally appeared Fred E. Dickey, President of Fleet Reserve Association, Branch 93, ~~XXXXXXXXXXXX~~ and Joseph M. South, Jr., Vice-President of First National Bank of St. Mary's, a body corporate, ~~XXXXXXXXXXXX~~ and they acknowledge the foregoing Deed to be his and its/ or their

As witness my hand and Notarial Seal.

Robert J. ...
Notary Public.



Lib: 94B

7-28-67

Mary R. Fowler, clerk

TAX MAP 51, PAR. 190
ALDRIDGE FORD
INCORPORATED
50.74 ACRES+
DEED: MRB 399/394
ZONING:

EXHIBIT 'D'
DEVELOPMENT PLAN SKETCH

LEXINGTON PARK PROPERTIES

PROPOSED "DOWNTOWN" LEXINGTON PARK

ST. MARY'S COUNTY, MARYLAND



1" = 100'

SHEET 01
OF 01

PROJECT NO.
1270-00

NO. AVAILABLE
ACTION OF ALL
WELL IN ADVANCE
48 HOURS PRIOR
THIS PLAN OR
CITY COMPANY
REQUIRE

That certain real property comprised of 3.728 acres, more or less, conveyed from Skipjack Realty, Inc. to the Board of County Commissioners of St. Mary's County on June 20, 1995, and recorded at EWA Liber 979, Folio 104 among the Land Records of St. Mary's County, Maryland; save and except that portion of land comprised of 2.44 acres, more or less, conveyed from the Board of County Commissioners to the United States Postal Service on February 24, 1999, and recorded among the Land Records of St. Mary's County, Maryland, at Liber EWA 1392, Folio 540; leaving the remainder of the parcel comprised of 1.29 acres, more or less, in the name of the Board of County Commissioners for St. Mary's County, Maryland.

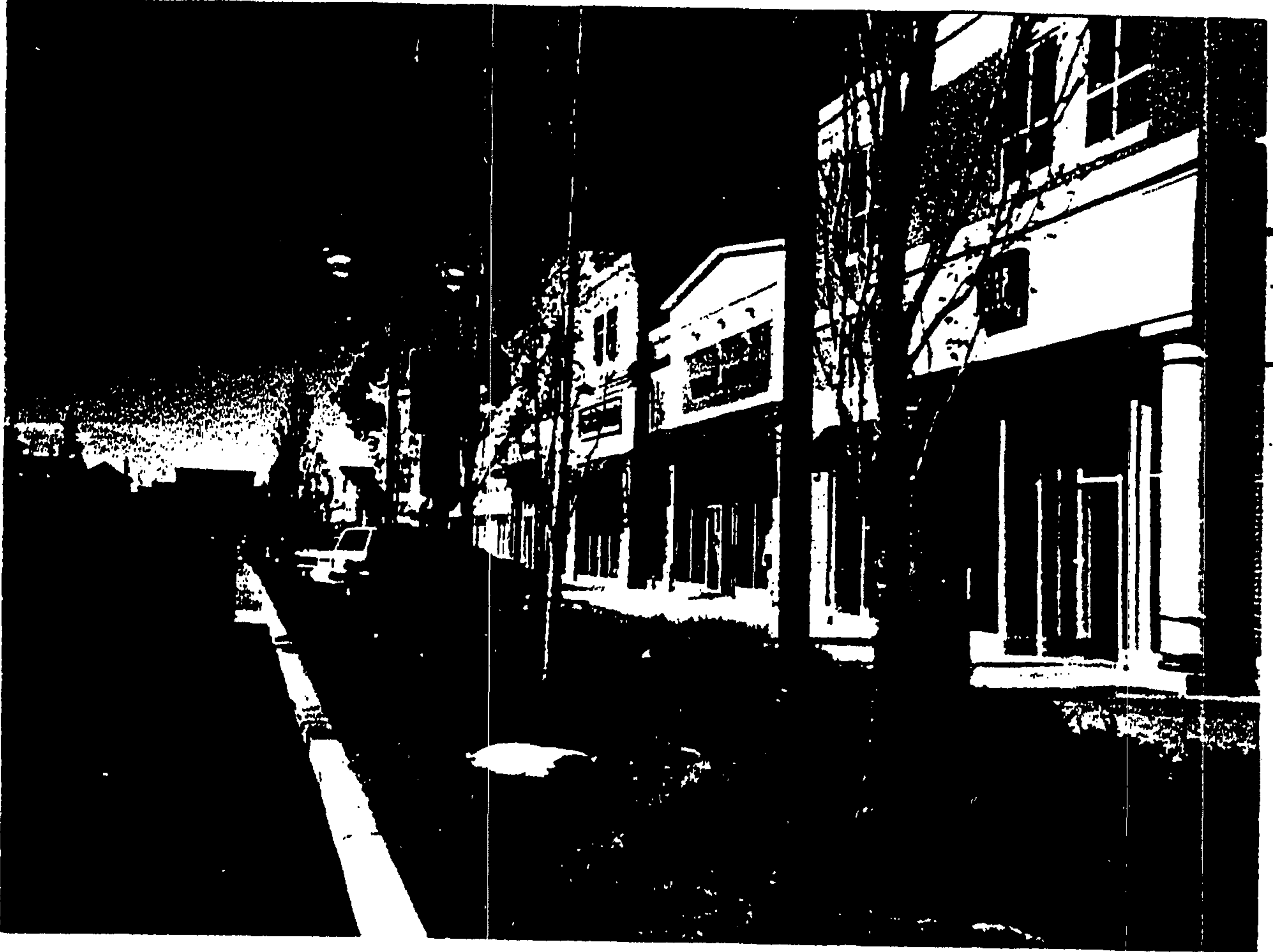


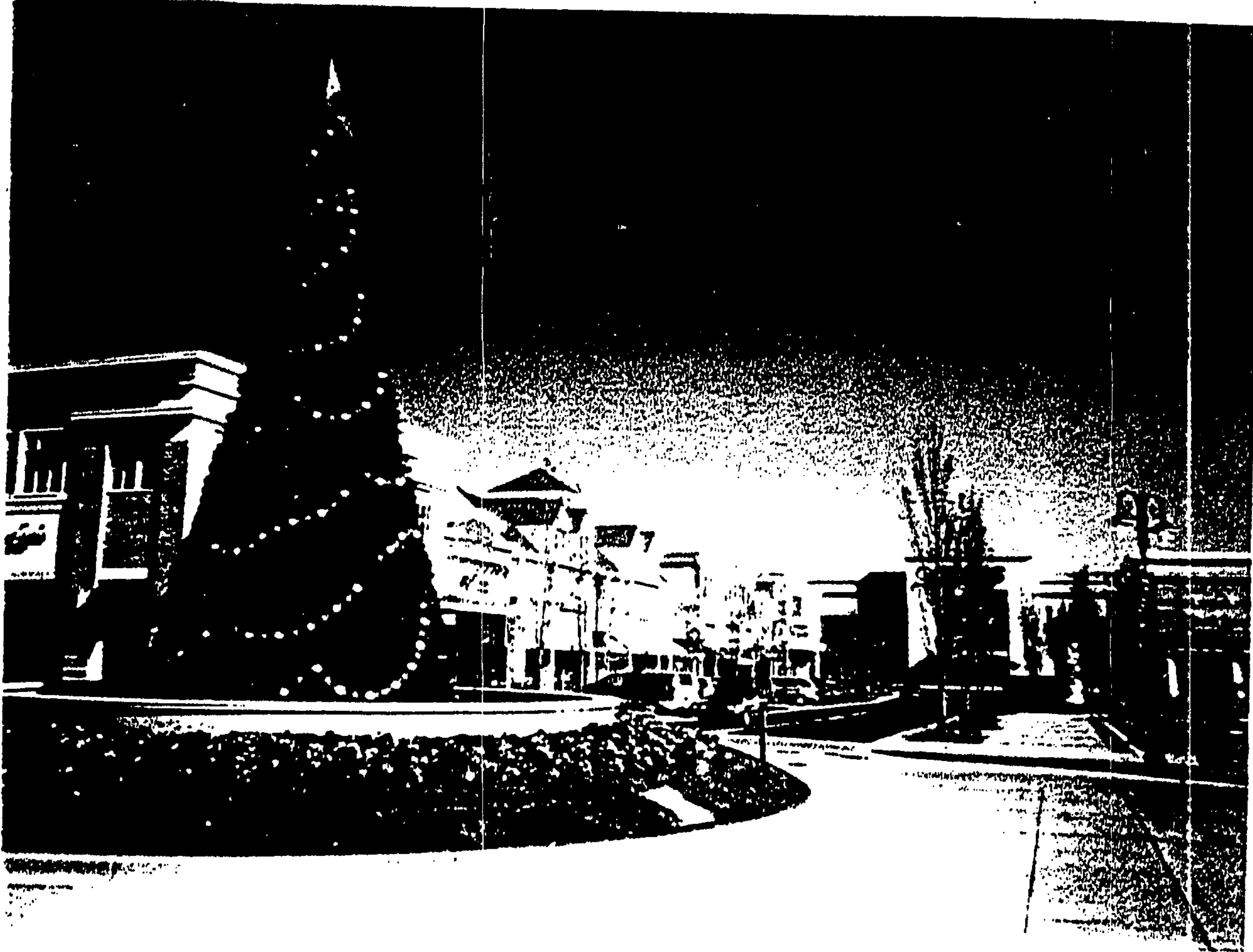


PERO 028 PAGEO 57



EXHIBIT
F





LIBERO 028 PAGE 60



1 **CHAPTER 62 DESIGN**

2 Sections:

- 3 62.1 Specific Purposes. LIBERO 0 2 8 PAGE 6 1
4 62.2 Applicability.
5 62.3 Countywide Design Objectives.
6 62.4 Multi-family Residential Development.
7 62.5 Commercial and Mixed Use Development.
8 62.6 Design Standards for Industrial and Business Park Development.
9 62.7 Development in Scenic Corridors.

10 **62.1. Specific Purposes.**

11 The specific purposes of the design standards and guidelines are to:

- 12 1. Protect the value of public and private investment;
13 2. Promote attractive development that serves to reinforce and enhance the appearance and character
14 of the County, consistent with the Comprehensive Plan;
15 3. Provide for the careful consideration of key elements of building form, design, and context in the
16 County, without limiting the potential for architectural innovation;
17 4. Supplement the development standards and requirements in residential, commercial, and industrial
18 districts to inform architectural design, landscaping, and site planning decisions; and
19 5. Increase public awareness of the value of historic architecture and design issues in the county.

20 **62.2. Applicability.**

21 These design standards and guidelines apply to all multi-family residential, commercial, mixed use, and
22 industrial development requiring site plan review, pursuant to Chapter 60.

23 **62.3. Countywide Design Objectives.**

24 A key goal of the St. Mary's County Comprehensive Plan is to encourage the efficient use of land
25 throughout the County by focusing on the development and redevelopment of existing parcels and
26 structures. As part of this goal, a plan objective is to foster and enhance the sense of community and
27 remedy negative conditions in existing developed areas. This is to be achieved by creating design and
28 performance standards to promote quality design and compatibility with existing development. These
29 design and performance standards are to address landscaping, architecture and design, signs, and
30 stormwater management. This chapter of the Ordinance, in conjunction with other chapters in Article 6,
31 Site Design Standards and Approvals, is intended to implement this plan policy with respect to architecture
32 and design.

33 These criteria are not intended to restrict imagination, innovation or variety. Monotony of design in single
34 or multiple, building projects should be avoided. Variation in detail, form and siting should be used to
35 provide visual interest. The following design considerations must be addressed in narrative and graphic
36 form with any major site plan submission:

- 37 1. **Harmony of Design.** Buildings and accessory structures should be designed to reflect the
38 County's history by using traditional design elements that are typical of the Southern Maryland
39 Tidewater region. In furtherance hereof:
40 a. Within this basic design framework, buildings and accessory structures may vary from
41 detailed copies of traditional architectural designs to contemporary interpretations of
42 these designs.
43 b. All of the design elements associated with a building (fences, storage sheds, etc.) should
44 be coordinated with the overall style of the building.

- 1 c. New buildings should strengthen site-specific or community design attributes by framing
2 views, enclosing open spaces or continuing particular design features or statements.
- 3 2. **Scale.** All of the design elements on the building should be kept in scale with the building and be
4 in the same architectural style as the overall style of the building. In furtherance hereof:
- 5 a. Building mass should show variations of form. Building mass shall be broken up into
6 smaller components by the use of offsets and other design techniques.
- 7 b. Buildings and accessory structures should be compatible with neighboring buildings and
8 structures in terms of height, proportion, and scale.
- 9 c. A human scale should be achieved at ground level, at entryways, and along street
10 frontages through the use of such elements as windows, doors, columns and canopies.
- 11 d. The structural lines of a building and its material should be retained at the storefront
12 level.
- 13 3. **Colors.** Colors and tones on walls and roofs should be muted. Bright and/or shiny colors, if used
14 at all, should be used as accents only.
- 15 4. **Exterior.** Exterior building components including accessory structures in view of public rights-of-
16 way should be limited to brick, wood, wood appearance (vinyl, aluminum) horizontal or vertical
17 board, shingles, stucco, split face or finished block, stone, and "architectural metal". In
18 furtherance hereof:
- 19 a. Building materials applied to any building wall fronting or visible from a public street
20 should wrap around onto the adjoining wall, unless sideboard trim is applied, in order to
21 provide finished appearance.
- 22 b. Windowless walls at ground level adjacent to major pedestrian travel ways shall be
23 avoided where practicable.
- 24 c. Service bay openings should not be visible from public rights-of-way.
- 25 5. **Materials.** Materials should be selected for their durability and wear. Proper measures should be
26 taken for protection against weather, neglect, damage and abuse.
- 27 6. **Entrances.** All entrances to a building should be defined and articulated by architectural elements
28 such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades
29 and others, where appropriate.
- 30 7. **Roofs.** Pitched roofs are preferred. Flat roofs should be modified through the use of pediments
31 and other traditional design motifs around all sides visible from public rights-of-way. All
32 mechanical equipment or other utility hardware on roofs shall be screened from view from public
33 rights-of-way.
- 34 8. **Sustainability.** Remodeling of existing structures instead of building new ones is encouraged.
35 Development that maximizes solar access and other "green design", including landscaping that
36 utilizes indigenous species located to achieve energy and water conservation, increased property
37 values and other amenities is encouraged.
- 38 9. **Sense of Community.** Residential areas should provide safe and comfortable passage for
39 residents, regardless of physical challenge, to commercial and service areas and transportation
40 networks.

41 **62.4. Multi-family Residential Development.**

42 The design standards and guidelines for multi-family residential development are intended to ensure the
43 compatibility of new buildings and additions within existing neighborhoods. Compatibility may be
44 achieved only by carefully considering how a project relates to its surroundings, including the
45 neighborhood itself, adjacent buildings and uses, open space, and the street. Where multi-family residential



**DEVELOPMENT RIGHTS AND
RESPONSIBILITIES AGREEMENT**

This Development Rights and Responsibilities Agreement, (the "Agreement"), is entered into by and between Club Properties, Inc. (hereafter, the "Property Owner") and the Board of County Commissioners for St. Mary's County, Maryland (the "County") pursuant to the authority of § 13.01 of Article 66B of the Annotated Code of Maryland and Article 2, Chapter 29 of the St. Mary's County Comprehensive Zoning Ordinance Z-02-01 (the "Comprehensive Zoning Ordinance").

Article I. Recitals

1.1. The County is empowered to enact, establish and amend zoning regulations pursuant to the authority granted under Article 66B, Section 4.04(a) of the Annotated Code of Maryland and Article 1, Section 10.2 of the Comprehensive Zoning Ordinance.

1.2. Section 13.01 of Article 66B of the Annotated Code of Maryland and Article 2, Chapter 29 of the Comprehensive Zoning Ordinance, authorize the County, pursuant to certain specified procedures and requirements, to enter into a development rights and responsibilities agreement with a real property owner in which the owner is vested in certain rights as to the use of the property, including rights as to density and intensity of land use.

1.3. Article 4, Chapter 43 of the Comprehensive Zoning Ordinance establishes the AICUZ district, an overlay district created for the purpose of providing protection to life and property in the vicinity of air facilities as well as protecting the mission, functions and viability of air facilities.

1.4. The AICUZ district was enacted for the specific purpose of preventing the establishment of certain land uses, particularly dense residential land uses and duplex residential structures, near air facilities which uses are by their nature clearly incompatible with air facilities due to safety considerations and the detrimental impact of noise, emissions and other effects of aircraft and airport operations.

1.5. The location of the United States Patuxent River Naval Air Station in the County is important to the mission of the United States Navy, the viability of many County businesses and the stability of communities in the County.

1.6. Club Properties, Inc., a corporation organized under the laws of Maryland, is the owner of real property known as Lexington Manor which is the subject of this Development Rights and Responsibilities Agreement ("Agreement"). Hereafter, the real property will be referred to as the "Lexington Manor Property," and Club Properties, Inc. will be referred to as the "Property Owner." The Lexington Manor Property is actually composed of three separately deeded parcels. The deeds under which the Property Owner holds title to the three parcels set forth legal descriptions of the parcels, and the Deeds are attached hereto as Exhibits A, A-1, B and C, respectively, and incorporated herein by reference. No other person holds an equitable interest in

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or lien over the Lexington Manor Property, other than an Indemnity Mortgage to the First National Bank of St. Mary's dated August 29, 2001 and recorded among the Land Records for St. Mary's County, Maryland at Liber EWA 1685, Folio 442.

1.7. The Lexington Manor Property is identified as Tax Map 43, Parcels 256, 258, and 330 and is located in sub-district APZ 2 of the AICUZ overlay district. The APZ 2 sub-district is an area over which aircraft are normally in a vulnerable flight attitude with variable power settings on landing and high power settings on takeoff. The Lexington Manor Property is improved by duplex residential structures, many of which are in a deteriorated condition and in need of substantial rehabilitation.

1.8. Under Figure 43.3.A of the Comprehensive Zoning Ordinance, duplex residential structures in the APZ 2 sub-district are clearly incompatible with airport operations.

1.9. The duplex residential units on the Lexington Manor Property constitute a significant portion of the low and moderate income housing in the Lexington Park area. The County has concluded that it is inappropriate to have housing concentrated in an area that is significantly impacted by and subject to potential adverse effects of catastrophic events from aircraft operations.

1.10. The Lexington Manor Property contains 342 duplex residential units which are clearly incompatible, under AICUZ regulations with aircraft operations and not permitted uses under the property's base zoning. The County's Director of Planning and Zoning has determined that, as of the date of his determination, 149 of these units have been abandoned and, therefore, cannot be continued in use as non-conforming uses and non-compliant structures under Ordinance 90-11 and Ordinance Z-02-01. The County Board of Appeals reversed this determination and held that the Property Owner is entitled to rehabilitate and maintain 342 duplex residential units on the Lexington Manor Property. The County appealed this decision to the Circuit Court for St. Mary's County, and the case has not been decided by that Court.

1.11. The perpetuation and reconstruction of non-conforming and residential uses at non-complying densities in the AICUZ district could undermine the effectiveness of the AICUZ district and defeat its purposes and is inconsistent with the County's determination that it is inappropriate to concentrate low or moderate income housing in an area impacted by aircraft operations.

1.12. This Agreement provides for the redevelopment of the Lexington Manor Property to remove duplex residential uses which constitute clearly incompatible uses in favor of business and low-density single family detached dwellings that are clearly or normally compatible with aircraft operations. The development described in this Agreement is a mixed use residential and commercial community configured in and around a "Main Street" format. The development shall conform to the Concept or Sketch Plan which is attached hereto as Exhibit D and incorporated herein pursuant to Section 29.4.1.n of Comprehensive Zoning Ordinance (or Section 30.5.3 of the Subdivision Ordinance). The Property Owner may request modification of Exhibit "D" pursuant to Section 2.1.6 of this Agreement.

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1.13. Because the duplex dwellings to be eliminated under this Agreement constitute lower income dwelling units and the elimination of this housing could adversely impact the availability of such housing in the Lexington Park Area, the County has determined that such housing will not be eliminated unless it is replaced in the neighborhood but, preferably, outside of the AICUZ district. The parties have, therefore, agreed that no occupiable lower income dwelling unit will be eliminated unless it is replaced by a comparable unit in the neighborhood. The Property Owner has also agreed that it will not eliminate any such unit until such time that the replacement unit is available.

1.14. The following permits and approvals are required to complete the development: concept site plan or sketch plan, subdivision plan, major site plan, public works agreement, grading permits, State Highway Administration entrance permits, erosion and sediment control permits and associated building permits.

1.15. The County has determined that the development proposed and described in this Agreement is consistent with applicable development regulations, the Comprehensive Plan and the Growth Area Plan.

Article II. Definitions, Exhibits and Property Subject to Agreement

2.1. Definitions. Unless it appears otherwise from the context, the terms used in this Agreement have the following meanings:

2.1.1. County and County Commissioners means the Board of County Commissioners for St. Mary's County, Maryland, a body corporate and politic as a political subdivision and instrumentality of the State of Maryland.

2.1.2. Lexington Manor Property means the three parcels described in Section 2.2 of this Agreement.

2.1.3. Property Owner means Club Properties, Inc., the title holder of record of the Lexington Manor Property and its successors and assigns.

2.1.4. Occupiable Dwelling Unit means: (1) a vacant dwelling unit that is in a standard condition; (2) a vacant dwelling unit that is in a substandard condition, but is suitable for rehabilitation; or (3) a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of this Agreement by the County. A vacant dwelling in substandard condition is suitable for rehabilitation if the cost of rehabilitating the dwelling to standard condition, as determined by the Director of the Department of Permits and Inspections, does not exceed 50% of the full cash value of the dwelling as most recently determined by the State Department of Assessments and Taxation. Standard condition means decent, safe and sanitary dwelling as defined by 49 CFR § 24.2.

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2.1.5. A Lower Income Dwelling Unit means a lower income dwelling unit as defined in 24 C.F.R. § 42.305.

2.1.6. Significant Amendment means a proposed change to the concept or intent of this Agreement or any document incorporated herein. Any Significant Amendment shall require approval by the County Commissioners after a public hearing and upon advice and recommendation of the Planning Commission. Any amendment that is not a Significant Amendment may be approved by the Planning Director administratively. Whether an amendment constitutes a Significant Amendment shall be a determination made by the Planning Director in his/her sole and unreviewable discretion.

2.2. Property Subject to Agreement. All of that real property located in the Eighth Election District of St. Mary's the County described in Exhibits A, A-1, B and C, the deeds under which the Property Owner holds title to the Lexington Manor Property shall be subject to this Agreement.

2.3. Exhibits. The following documents are referenced in this Agreement and are attached hereto and are incorporated herein as though set forth in full:

2.3.1. Exhibit A. Deed dated February 28, 1963 to Club Properties, Inc. recorded among the Land Records for St. Mary's County, Maryland at Liber CBG 106, Folio 115. Exhibit A-1. September 30, 1963 deed from the United States of America to Club Properties, Inc, recorded among the land records of St. Mary's County at Liber 109, folio 461.

2.3.2. Exhibit B. Deed Dated November 26, 1965 to Club Properties, Inc. recorded among the Land Records for St. Mary's County, Maryland at Liber CBG 123, Folio 385.

2.3.3. Exhibit C. Deed dated July 8, 1967 to Club Properties, Inc. recorded among the Land Records for St. Mary's County, Maryland at Liber MRF 135, Folio 68.

2.3.4. Exhibit D. A Concept Site Plan or subdivision sketch plan for the development described in this Agreement which has been agreed upon by the parties pursuant to the requirements of Section 29.4.1n of the Comprehensive Zoning Ordinance or section 30.5.3 of the Subdivision Ordinance.

2.3.5. Exhibit E. Property description of 1.29 acre parcel to be conveyed by the County to the Property Owner.

2.3.6. Exhibit F. Photographs of the Town Center constituting architectural standards applicable to the development, saving and excepting the single-family residential component.

2.3.7. Exhibit G. Section 62.3 of the St. Mary's County Comprehensive Zoning Ordinance, as referenced at Section 3.3.6 of this Agreement.

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Article III. Land Use

3.1. The permitted land uses and the nature, location and configuration of such uses are depicted on the Concept Sketch Plan attached hereto as Exhibit D and incorporated herein by reference. All subdivision applications, site plans and other land use or regulatory applications shall be consistent with the Concept Sketch Plan. The Concept Sketch Plan is an integral part of this Agreement and may be amended only pursuant to the procedures set forth in Section 13.01(h) of Article 66B of the Annotated Code of Maryland and Section 29.7 of Chapter 29, Article 2 of the Comprehensive Zoning Ordinance.

3.2. Consistent with the Concept Plan, the development described in this Agreement shall have a Residential Component, which shall conform to the following terms:

3.2.1. All residential uses on the Lexington Manor Property shall be single-family units or individual apartment-style dwellings. The Property Owner may renovate and convert existing duplex residential units into single-family units upon receipt of requisite approvals for such work.

3.2.2. In accordance with Article V of this Agreement, the Property Owner shall be entitled to 101 single-family units at a density not to exceed 2 units per acre.

3.2.3. Except as provided elsewhere in this Agreement, the bulk regulations applicable to the Residential Component, including without limitation, lot sizes, set backs and parking requirements shall be those set forth in the DMX district as constituted on the date of the approval of this Agreement by the County, with the exception that the road alignments will conform to the existing layout where possible. Owner shall be allowed to reduce road sections to minimize impervious surfaces and improve aesthetics. Road widths shall conform to existing widths and the only improvements required for existing roads shall be repaving and any necessary improvements to correct drainage problems. If provisions of this Agreement are more restrictive than the provisions of the DMX district, this Agreement shall control.

3.2.4. The maximum height of all development on the Lexington Manor Property shall not exceed limits imposed by AICUZ.

3.2.5. The Property Owner shall provide notice to all future purchasers of residential property on the Lexington Manor Property through a recorded notice in the chain of title of the Lexington Manor Property that the Lexington Manor Property is within the AICUZ and may be subject to frequent fly-overs and noise pollution and any damages arising from the use of airspace above the Lexington Manor Property shall not be the responsibility of any local, State or federal government, their employees, agents or contractors. In addition, the Property Owner shall provide the same notice to any subsequent purchaser from the Property Owner within the contract of sale with that purchaser. This notice and recordation shall be in a form reasonably satisfactory to the County and shall be recorded as a condition of subdivision and final land use approval.

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3.3. Consistent with the Concept or sketch Plan, the development described in this Agreement shall have a Commercial Component, all that not constituting the single family residential development, which shall conform to the following terms:

3.3.1. The Commercial Component of the development that is the subject of this Agreement will be configured in a "Main Street" format as shown on the Concept Plan which is attached hereto as Exhibit D. The Main Street configuration is designed to integrate and enhance access to the existing Tulagi Place and Coral Drive shopping area in Lexington Park.

3.3.2. The overall commercial density on the Lexington Manor Property shall be limited to 375,020 gross square feet.

3.3.3. The mix of commercial uses, on a gross square foot basis, on the Lexington Manor Property shall be 50% office, 25% general retail and 25% specialty/accessory and convenience retail.

3.3.4. Except as provided elsewhere in this Agreement, the bulk regulations applicable to the Commercial Component, including, without limitation, lot sizes, set backs and parking requirements shall be those set forth in the DMX district as constituted on the date of the approval of this Agreement by the County. If provisions of this Agreement are more restrictive than the provisions of the DMX district, this Agreement shall control.

3.3.5. Joint use parking agreements may be utilized by the Property Owner on the Lexington Manor Property to allow the transfer of parking requirements across parcel lines.

3.3.6. The architectural standards applicable to the structures to be built within the Commercial Component of the project shall conform to those shown in the photographs of the Town Center attached hereto as Exhibit F for all provisions identified by Section 62.3 of the St. Mary's County Comprehensive Zoning Ordinance, Exhibit G hereto and incorporated by reference.

3.4. The County staff shall permit, as a part of the subdivision or site plan process that, for purposes of transfer of development and forest conservation rights and off site mitigation, the three separately deeded parcels that constitute the Lexington Manor Property to be treated as one zoning parcel and, therefore, the transfer of such rights and mitigation may cross existing parcel boundaries.

3.5. Existing cherry trees on the Lexington Manor Property are of critical aesthetic importance in the redevelopment of the Property. Accordingly, the Property Owner agrees that prior to the issuance of a grading permit for any portion of the Lexington Manor Property it shall locate all cherry trees on a plan accompanying the application for a grading permit and that the trees shown on the plan shall not be removed or destroyed without the prior written approval of the Director of the County Department of Planning and Zoning, which approval shall not be unreasonably withheld.

Article IV. Infrastructure

4.1. The road alignments and configurations for the Lexington Manor Property shall be those set forth on the Concept Plan which is attached hereto as Exhibit D. The road alignments and configurations shall not be altered without an amendment to this Agreement pursuant to the requirements of Section 13.01(h) of *Article 66B* of the Annotated Code of Maryland and Section 29.7 of Article 2 of the Comprehensive Zoning Ordinance. The design of all roads shown in Exhibit D shall be designed by the Owner in accordance with the St. Mary's County Road Ordinance, as amended from time to time. In the event the County shall program the construction of any public road shown on Exhibit D prior to the Property Owner having obtained an approved design of that/those road(s), the County may, at its own cost and expense, design those roads, in which event the Property Owner shall be required to design all other public roads and design and construct all private roads shown on Exhibit D to the public road constructed or under construction

4.2. Upon written request by the County, the Property Owner, shall within 30 days from mailing that request, postage pre-paid, as provided at Section 7.15, below, dedicate and convey to the County all or part of the land shown as a public road on the Concept Plan (attached hereto as Exhibit D). In the event that such request by the County has not been made at the time that the roads designated on Exhibit D as public roads are completed in accordance with the County's regulations governing public roads and/or the terms of this Agreement, and the Property Owner notifies the County of same, the County shall make prompt arrangements to accept said roads into its public road system.

4.3. Within one year of the approval of this Agreement by the County, the Property Owner will dedicate the land shown on the Concept Sketch Plan (attached hereto as Exhibit D) as necessary for the construction by the County of Lei Drive extended as a connector to Willows Road. Property Owner Seller shall deliver, or cause to be delivered, to the County, in form and substance satisfactory to the County, a special warranty deed in proper statutory form for recording, duly executed and acknowledged by the Property Owner so as to convey to the County a good, marketable and insurable fee simple title to that land, free of all tenancies, occupancy, hold-overs, liens and other encumbrances. If the County shall decide not to accept that part of the connector to Willows Road as a public road, the Property Owner shall grant a perpetual easement over that part labeled "Jack Daugherty Boulevard" in Exhibit D for public use upon commencement of construction of that portion of the right of way. Subject to the sufficient appropriation of funds for the project, the construction of Lei Drive and Jack Daugherty Boulevard by the County will be scheduled, to the extent reasonable and practicable, in a time frame to comport with both the Property Owner's development timetable and the County's Six-Year Capital Improvement Plan. Further, if the Property Owner chooses, it may construct Lei Drive and Jack Daugherty Boulevard to the specifications of the Department of Public Works & Transportation and request reimbursement from the County. The County shall, subject to appropriation, provide reimbursement in an amount that it determines is appropriate in its sole and unreviewable discretion.

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4.4. Concurrent with construction of Lei Drive and Jack Daugherty Boulevard, the Property Owner shall design and construct a secondary entrance to the Post Office site as shown on the Concept Plan (attached hereto as Exhibit D) and dedicate any additional right of way.

4.5. Concurrent with the construction of Lei Drive and Jack Daugherty Boulevard by either party, the Property Owner shall reconstruct the section of Coral Drive currently owned by the Property Owner to County road standards and, once improved, to dedicate this section of the road to the County.

4.6. Except as otherwise provided, the Property Owner will not be required to construct any off site road improvements necessary to accommodate 350,000 square feet of commercial space that is consistent with the county traffic plan to serve this level of commercial development on the Property. The Property Owner will be required to fund 50% of the County's cost to construct additional off site road improvements necessary to accommodate the incremental difference between 350,000 square feet of commercial space and the up to 375,020 square feet of commercial space to which the Property Owner will be entitled to develop under this Agreement. Subject to appropriations, if the Property Owner exceeds 350,000 SF of commercial development, the County will construct these improvements and shall determine their cost through its normal procurement process. The Property Owner will be required to pay 50% of the cost of the improvements prior to the County beginning construction of the improvements. The County may request payment only after the cost of the improvements has been determined through its normal procurement process. The Property Owner's payment to the County under this section shall be due within 30 days of a written request by the County to the Property Owner for such payment.

4.7. The Concept Plan attached hereto as Exhibit D depicts three entrances to the Commercial Component of the project from Willows Road, namely, the entrance to the proposed circle (the "Circle Entrance"), the entrance midway along the Owner's Property line fronting on Willows Road (the "Main Entrance"), and an additional entrance located near the southernmost portion of the Owner's Property fronting on Willows Road next to Lancaster Park (the "Future Entrance"). The Main Entrance and the Future Entrance depicted in Exhibit D are not approved as part of this Agreement and shall remain subject to all requirements of law, regulation, ordinance or resolution. Notwithstanding the terms contained in Section 4.6 hereinabove, in the event that a traffic study determines that there is a need for off-site improvements to serve the Main Entrance or the Future Entrance that are directly attributable to this project as a result of the project having more than 350,000 square feet of development, the Owner will be required to design and construct such improvements at its sole cost and expense. In the event that the Owner determines that the Future Entrance is appropriate for the development of the Property then the Owner will be required to construct the Future Entrance at its sole cost and expense.

4.8. The Property Owner and the County will cooperate to develop, as permitted by any restrictions on the use imposed upon the County, at the Property Owner's expense, parking on a portion of the contiguous park property to connect and enhance access to the John G. Lancaster Park from the Lexington Manor Property. The location and the configuration of the parking on the parkland shall be that shown on the Concept Sketch Plan (attached hereto as Exhibit D).

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4.9. To the extent it does not interfere with current usage or future plans for the adjacent John G. Lancaster Park or conflict with any obligations or restrictions on the usage of that adjacent County leasehold, the Property Owner may utilize and improve, at its expense, the County's adjacent regional stormwater pond as may be required to provide for all or a part of stormwater management requirements, both quality and quantity, for the entire development of the Lexington Manor Property. All improvements undertaken by the Property Owner to the regional stormwater management pond must comply with the St. Mary's County Stormwater Management, Grading, Erosion and Sediment Control Ordinance, State regulations and the County Director of Public Works & Transportation and Director of Permits and Inspections may impose such conditions on the Property Owner during the Property Owner's improvement of the stormwater management facilities, including the requirement of construction and maintenance bonds and Inspection & Maintenance agreements, as may be necessary, in the County's sole and unreviewable discretion judgment, to protect these facilities and ensure their continuous operation. Stormwater management facilities and structures shall be designed and constructed in a manner that does not require the facility or structure be fenced, nor shall such facility(ies) or structure(s) be fenced.

4.10. Subject to the appropriation of funds, the County will fund the streetscape improvements along the portion of Lei Drive that is to be dedicated to the County. The nature and scope of such streetscape improvements shall be determined in the sole and unreviewable discretion of the County. Further, if the Property Owner chooses, it may make the streetscape improvements and request reimbursement from the County. The County shall, subject to appropriation, provide reimbursement in an amount that it determines is appropriate in its sole and unreviewable discretion.

4.11. The County staff shall recommend to the Planning Commission, as part of the subdivision or site plan process, that the Residential Component of the development described in this Agreement not be subjected to adequate public facilities requirements relating to roads and schools because the development envisioned herein constitutes a resubdivision or redevelopment of existing residential units.

4.12. The County makes no commitment as to the adequacy of water and sewer facilities servicing the Lexington Manor Property, and the Property Owner understands that any issues relating to such facilities must be resolved with the St. Mary's County Metropolitan Commission ("MetComm"). The County agrees to support any reasonable request made of MetComm in connection with the provision of sewer and water facilities.

Article V. Fair Housing

5.1. The Property Owner shall not eliminate (or in any way cause the removal of a tenant from) an existing, occupied or occupiable, lower income dwelling unit on the Lexington Manor Property unless the unit has been replaced by the County or the Property Owner with a

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comparable unit in the neighborhood, and the County or the Property Owner has provided any required relocation assistance to persons displaced by the elimination of the unit.

5.2. Subject to the appropriation of sufficient funds, the County shall replace in the neighborhood, but, preferably, outside the AICUZ district, all existing occupiable, lower income dwelling units that are eliminated on the Lexington Manor Property as a part of the redevelopment of the property pursuant to the terms of this Agreement.

5.3. The Property Owner must ensure that, as a part of the redevelopment of the Lexington Manor Property pursuant to the terms of this Agreement, not less than 10% of the residential units on the Property shall constitute lower income dwelling units. Said units may be in addition to the 101 units described hereinabove as comprising the Residential Component of the project in the event that they are constructed as accessory dwelling units located above the mixed use structures in the Commercial Component of the project, provided that the development of said Commercial Component is reduced by 1,500 square feet per dwelling unit so located.

5.4. If, pursuant to the terms of this Agreement, the County replaces a residential unit on the Lexington Manor Property, the Property Owner shall not thereafter lease the unit or otherwise utilize it as a two-family or multi-family dwelling.

5.5. The County and the Property Owner shall cooperate in applications with the Maryland Department of Housing and Community Development and the United States Department of Housing and Urban Development for funding to meet lower income housing needs generated by this redevelopment project or currently extant in the County. If the Property Owner obtains or benefits from any such funding, the Property Owner will ensure that, as a part of the redevelopment of the Lexington Manor Property pursuant to the terms of this Agreement, not less than 20% of the residential units on the property shall constitute low or moderate income housing. In any event, not less than 10% of residential units on the Lexington Manor Property shall constitute lower income dwelling units.

5.6. At such time as any presently occupied dwelling unit on the Property is vacated and not reoccupied, for any reason, the Owner shall, subject to sufficient appropriations, be entitled to, and the Property Owner may seek, a refund of the County portion of Real Property tax attributable to that improvement for a period of one year upon validation of the application of the Property Owner. Any subsequent occupation of a dwelling unit so credited shall require repayment of the refund plus penalties provided at law if the tax had not been paid. The provisions of this Paragraph shall apply during the term of any option granted by the Property Owner to the County, its successors or assigns, (the "Option Period").

Article VI. Duration

6.1. This Agreement shall terminate seven years after the day on which the County approves it.

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6.2. The duration of this Agreement may be extended by the parties pursuant to the procedures set forth in Section 13.01(g) of Article 66B of the Annotated Code of Maryland and Section 29.7 of Chapter 29, Article 2 of the Comprehensive Zoning Ordinance. LIBER 0028 PAGE 73

Article VII. General Provisions

7.1. Pursuant to Section 13.01(j) of Article 66B of the Annotated Code of Maryland and Section 29.9 of Chapter 29, Article 2 of the Comprehensive Zoning Ordinance, the laws, rules, and regulations governing the permitted use, and density and intensity of use of the Lexington Manor Property shall be the laws, rules, regulations, and policies in force at the time the County approves this Agreement, unless a more restrictive provision is set forth in this Agreement, in which case this Agreement shall control. While this Agreement vests the Property Owner in certain specified permitted uses and density and intensity of uses, the Property Owner shall be subject to all subdivision, building, environmental and other regulations of whatever nature imposed by the County, the State of Maryland or the United States.

7.2. The Property Owner shall execute this Agreement prior to its presentation to the County for approval pursuant to the procedures set forth in Section 13.01 of Article 66B of the Annotated Code of Maryland and Chapter 29, Article 2 of the Comprehensive Zoning Ordinance.

7.3. Pursuant to Section 13.01(j)(2) of Article 66B of the Annotated Code of Maryland and Section 29.9.2 of Chapter 29, Article 2 of the Comprehensive Zoning Ordinance, if the County determines that compliance with laws, rules, regulations, and policies enacted or adopted after the effective date of the Agreement is essential to ensure the health, safety or welfare of residents of all or part of the County, the County may require any person, including the Property Owner, to comply with those laws, rules, regulations, and policies.

7.4 The Owner, its heirs, successors and assigns, may apply for permits, approvals and authorizations necessary to develop or redevelop the Property pursuant to or in accordance with this Agreement, but shall not commence construction or grading related to the exercise any rights to develop or redevelop the Property in accordance with this Agreement without the prior written approval of the County during the Option Period. Notwithstanding the foregoing, Nothing contained in this Agreement shall be deemed to excuse the Property Owner from compliance with all applicable laws. In that regard, the Property Owner may apply for and receive permits, construct, renovate or perform repair or maintenance required by the St. Mary's County Livability Code or the St. Mary's County Building Code for any occupied or vacant occupiable residential unit.

7.5 The County's obligations under this Agreement, including, but not limited to, those set forth at Sections 4.10 and 7.9 of this Agreement, shall be tolled during the Option Period. The Property Owner's requirement to dedicate land for public use pursuant to Paragraph 4.3, *supra*, shall not be tolled during the Option Period.

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7.6. The County shall record this Agreement among the Land Records of the County within 20 days after the County approves the Agreement, and the Agreement is void if the County fails to do so. The parties to this Agreement and their successors in interest are bound only after the Agreement is recorded.

7.7. The terms of this Agreement shall constitute covenants running with the land that bind the parties' successors in interest.

7.8. Pursuant to the requirements of Section 29.4.1.m of Chapter 29, Article 2 of the Comprehensive Zoning Ordinance Z-02-01, if the Property Owner abandons or breaches this Agreement, regardless of intent to abandon, the Property Owner shall be responsible for all attorneys fees, costs, and expenses incurred by the County as a consequence of such breach or abandonment.

7.9. For the purpose of enhancing access to and integrating the Main Street development provided for in this Agreement with the shopping area of Tulagi Place and Coral Drive, the County Commissioners shall convey the 1.29 acre parcel described in Exhibit E hereto to the Property Owner at such time as the construction described hereinabove to Lei Drive has been completed and said road is conveyed to the County. The County Commissioners shall approve the conveyance pursuant to applicable law and procedures.

7.10. It is understood that the contractual relationship between the County and the Property Owner is such that the Property Owner is an independent contractor and not an agent of the County.

7.11. This Agreement shall not be interpreted or construed to prevent a party from requesting development involving different densities or other uses in accordance with the then-existing County Comprehensive Plan and the then-existing ordinances, rules and regulations of the County. Provided, however, that this Agreement and this paragraph 7.8 shall not be interpreted or construed to impose any legal obligation on the County to approve any development, use, density or intensity other than as provided specifically herein. This Agreement shall not be interpreted or construed to impose any legal obligation on the County to accept any other development requests.

7.12. By entering into this Agreement, the County and its "employees", as defined in the Local Government Tort Claims Act, §§ 5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

7.13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or

approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

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7.14. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

7.15. The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

7.16. In the event any portion of this Agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Board of County Commissioners to sever only the invalid portion or provision, and that the remainder of the Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the Board of County Commissioners in entering into this Agreement.

7.17. Any notice required or permitted to be given hereunder shall be in writing and shall be hand delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with provisions hereof, and shall be deemed given as of the time of such delivery of mailing.

If to the Property Owner:

Louis Grasso
c/o Club Properties, Inc.
21672 South Coral Drive
Lexington Park, Maryland 20653

If to the County:

Board of County Commissioners for St. Mary's County
P.O. Box 653
Leonardtown, MD 20650

with a copy to:

County Administrator
P.O. Box 653
Leonardtown, MD 20650

and:

County Attorney
P.O. Box 653
Leonardtown, MD 20650


7.18 In the event that any person is aggrieved by any decision of the Planning Director made pursuant to or under this Agreement such a person with standing may appeal that decision within 30 days of that final decision by application to the County Commissioners as a de novo appeal. In the event that it is determined that the County Commissioners are without jurisdiction or authority to hear or decide an appeal pursuant to this Section, it is agreed by the parties hereto, and shall be binding on their heirs, successors and assigns, that any amendment theretofore upheld by the County Commissioners on appeal shall be null and void, subject to vesting under the St. Mary's County Comprehensive Zoning Ordinance as amended; and that this Agreement shall not thereafter be amended except as may be had through the legislative approval of the County Commissioners.

Executed this ___ day of _____, 2003.

ATTEST:

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


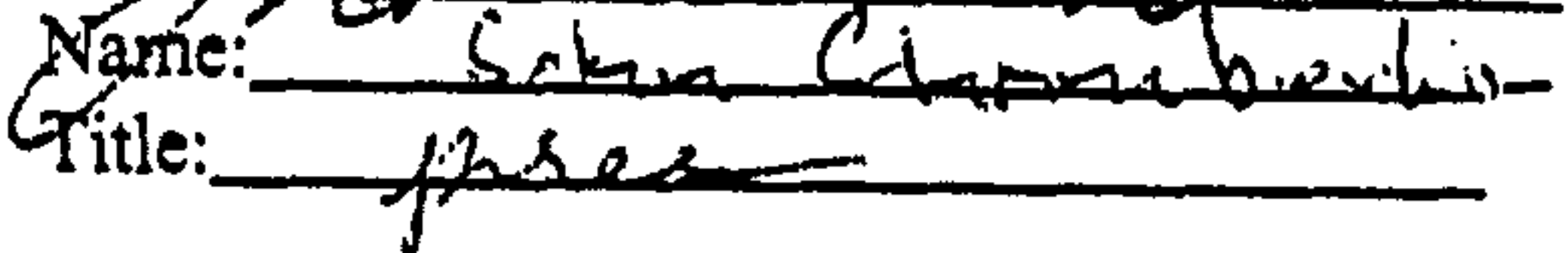

George G. Forrest, County Administrator

By: 
Thomas F. McKay, President

ATTEST:

CLUB PROPERTIES, INC.



By: 
Name: Sabrina Chambers
Title: 

ATTEST:

**FIRST NATIONAL BANK OF ST.
MARY'S AT LEONARDTOWN**

By: _____
Name: _____
Title: _____

Approved as to form and legal sufficiency:


John B. Norris, III, County Attorney

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

I HEREBY CERTIFY that on this _____ day of _____, 2003 before the undersigned, a Notary Public of the State and County aforesaid, personally appeared Thomas F. McKay, President, and he acknowledged the execution of the foregoing Agreement to be the duly authorized act and deed of the Board of County Commissioners for St. Mary's County.

WITNESS my hand and Notarial seal:

NOTARY PUBLIC
My commission expires: _____

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

I HEREBY CERTIFY that on this 3rd day of October, 2003 before the undersigned, a Notary Public of the State and County aforesaid, personally appeared JOHN CHAMBERLIN, PRESIDENT of Club Properties, Inc. and he/she acknowledged the execution of the foregoing Agreement to be the duly authorized act and deed of Club Properties, Inc.

WITNESS my hand and Notarial seal:

John Chamberlin
NOTARY PUBLIC
My commission expires: 7/1/06

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

I HEREBY CERTIFY that on this _____ day of _____, 2003 before the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____ of The First National Bank of St. Mary's at Leonardtown and he/she acknowledged the execution of the foregoing Agreement to be the duly authorized act and deed of The First National Bank of St. Mary's at Leonardtown.

WITNESS my hand and Notarial seal:

NOTARY PUBLIC
My commission expires: _____

LIBERO 028 PAGED 78

Subject: Zoning Map Amendments for a portion of Property known as Lexington Manor, or "Flat Tops" or "Club Properties"

Page 1 of 2

RECORDING FEE 0.00
TOTAL 0.00
RESUME No: 4999999
EMA CSS BIK#106
Dec 05, 2003 09:50 am

ORDINANCE

WHEREAS, *Article 66B* of the Maryland Annotated Code, as amended, empowers the Board of County Commissioners for St. Mary's County, Maryland to enact a zoning ordinance to promote the health, safety and welfare of St. Mary's County, and to provide for its administration, enforcement and amendment; and

WHEREAS, the Planning Commission conducted a public hearing on April 28, 2003 to consider whether a property described as being a portion of Parcel 258 within grids 23 and 24, 5 and 6 of Tax Maps 43 and 51, in the Eighth Election District of St. Mary's County, such portion fronting on the west side of Three Notch Road (MD 235), and including 52.0 acres, more or less, of the total parcel of 85.10 acres (reference control file 02-146-001 maintained by the St. Mary's Department of Planning & Zoning), the "Property" was mistakenly zoned, following prescribed notice procedures for the amendment of the Official Zoning Map, and the public hearing record having remained open for additional written testimony until May 8, 2003; and

WHEREAS, on June 23, 2003, in open session and pursuant to *Article 66B*, Section 3.05 of the Maryland Annotated Code, the St. Mary's County Planning Commission adopted Resolution 03-06, forwarding a recommendation to the Board of County Commissioners to amend the Official Zoning Maps to change from OBP (Office and Business Park) to DMX (Downtown Core Mixed Use) the zoning classification of said 52 acres; and

WHEREAS, the Board of County Commissioners for St. Mary's County, following due notice published in the August 8, 2003 and August 15, 2003 editions of *The Enterprise*, a newspaper of general circulation in St. Mary's County, held a public hearing on August 26, 2003 regarding the amendment to the Official Zoning Maps; and

WHEREAS, all procedural requirements of *Article 66B* of the Maryland Annotated Code, as amended, with regard to preparation of the recommendation of the Planning Commission and subsequent action of the Board of County Commissioners for St. Mary's County, Maryland have been met; and

WHEREAS, upon due consideration of the comments of the public and staff, the recommendation of the St. Mary's Planning Commission and in furtherance of the public health, safety and welfare, it is in the best interest of the public health, safety and welfare of the citizens of St. Mary's County, Maryland, to adopt the amendment proposed to the Official Zoning Maps, which shall otherwise remain in full force and effect;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners for St. Mary's County, that the Property was mistakenly zoned and mapped as Office and Business Park (OBP) though the Board clearly contemplated that the Property would be zoned Downtown Core Mixed Use (DMX) and permit uses in that DMX zone.

BE IT FURTHER ORDAINED, by the Board of County Commissioners for St. Mary's County that the St. Mary's County Official Zoning Maps are hereby amended to change from OBP to DMX the zoning classification of said 52 acres as shown on Exhibit "A", attached hereto.

Subject: Zoning Map Amendments for a portion of Property known as Lexington Manor, or "Flat Tops" or "Club Properties"
Page 2 of 2

BE IT FURTHER ORDAINED, by the Board of County Commissioners for St. Mary's County, that the foregoing amendments to the St. Mary's County Official Zoning Maps shall be effective upon the date written below.


BE IT FURTHER ORDAINED, b the Board of County Commissioners for St. Mary's County, Maryland that the foregoing recitals are adopted as if fully rewritten herein.

Those voting Aye: 3
Those voting Nay: 0

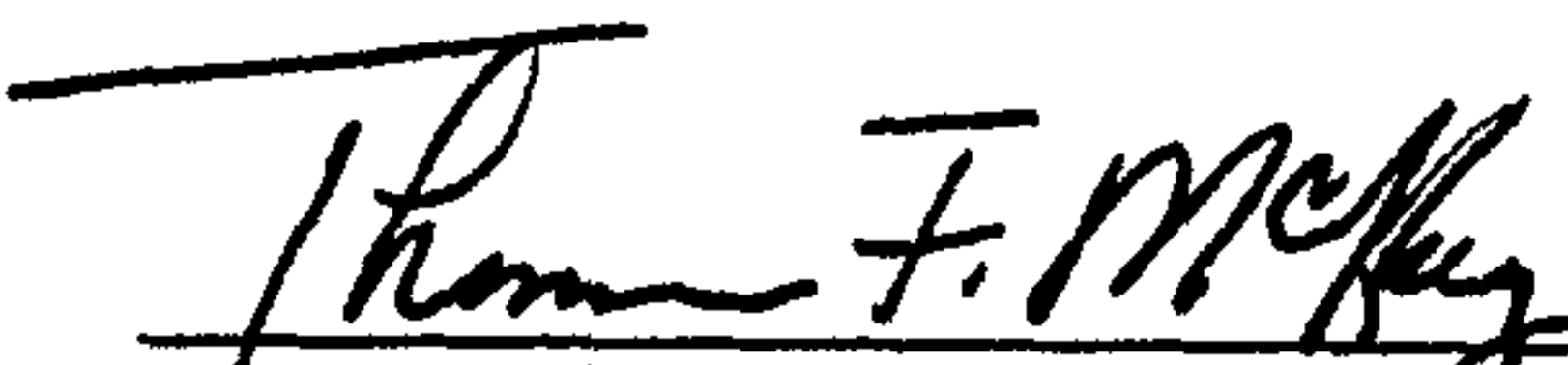
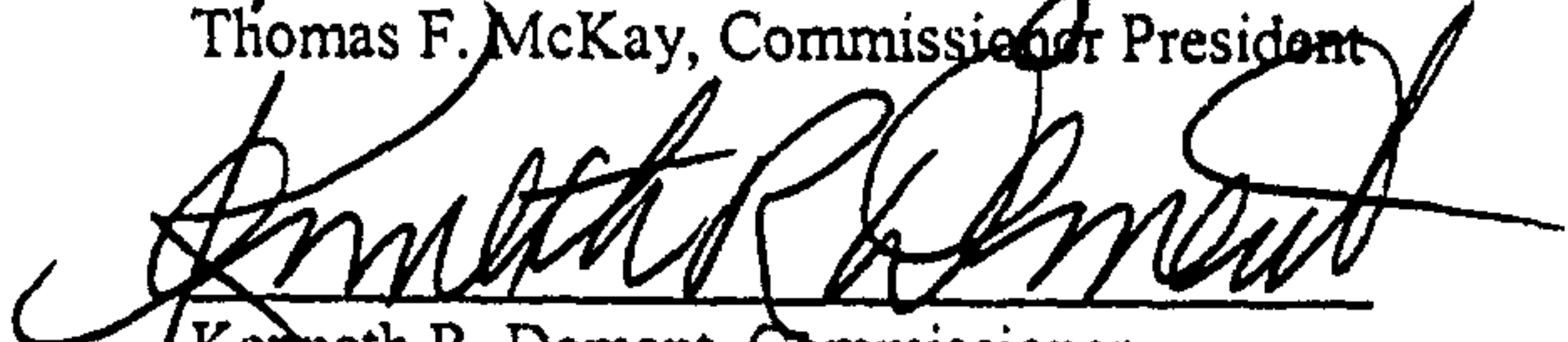
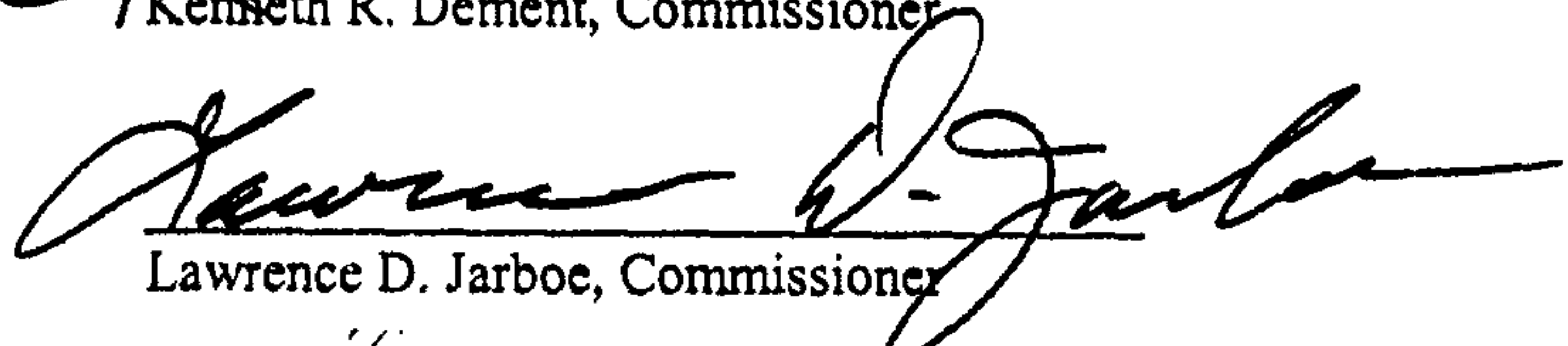
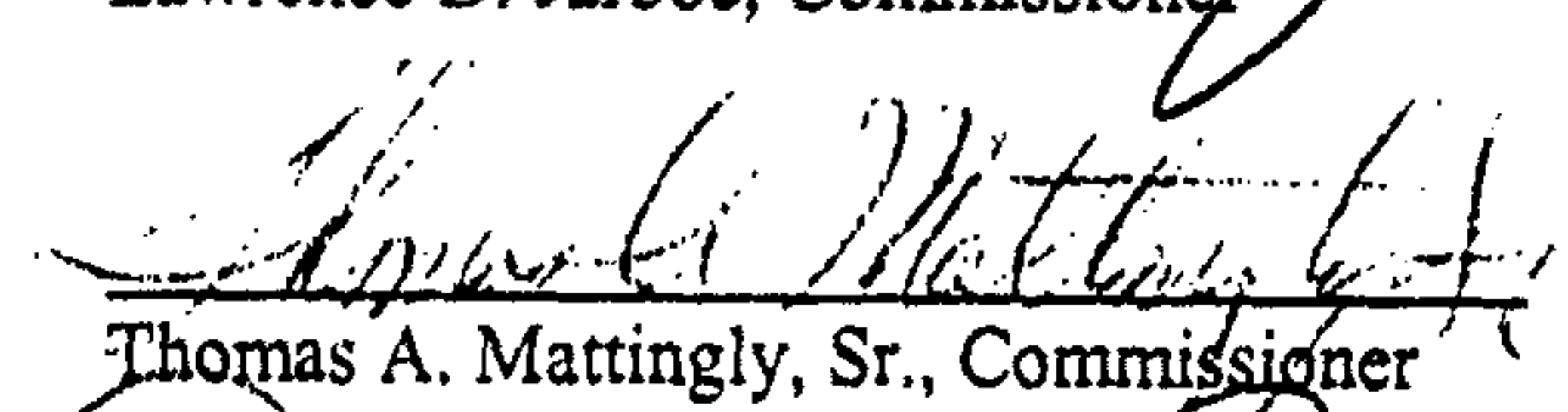
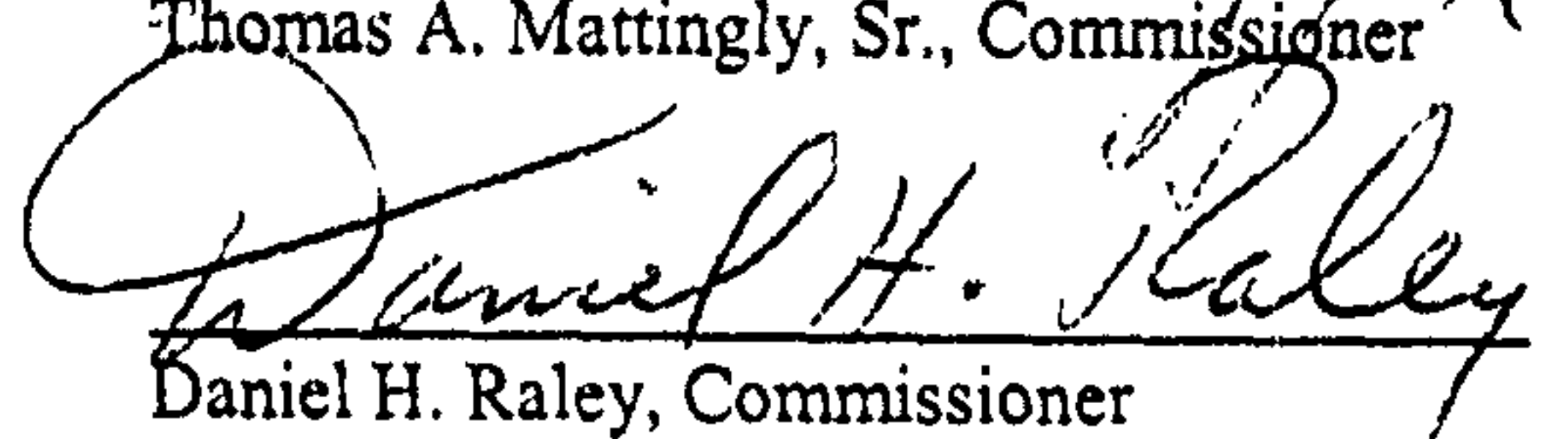
Date of Adoption: 12/2/03

Effective Date: 12/2/2003

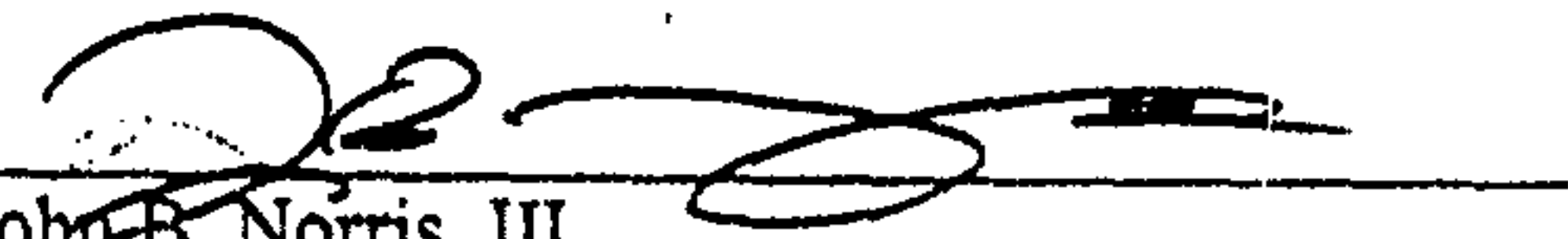
ATTEST:


George G. Forrest
County Administrator

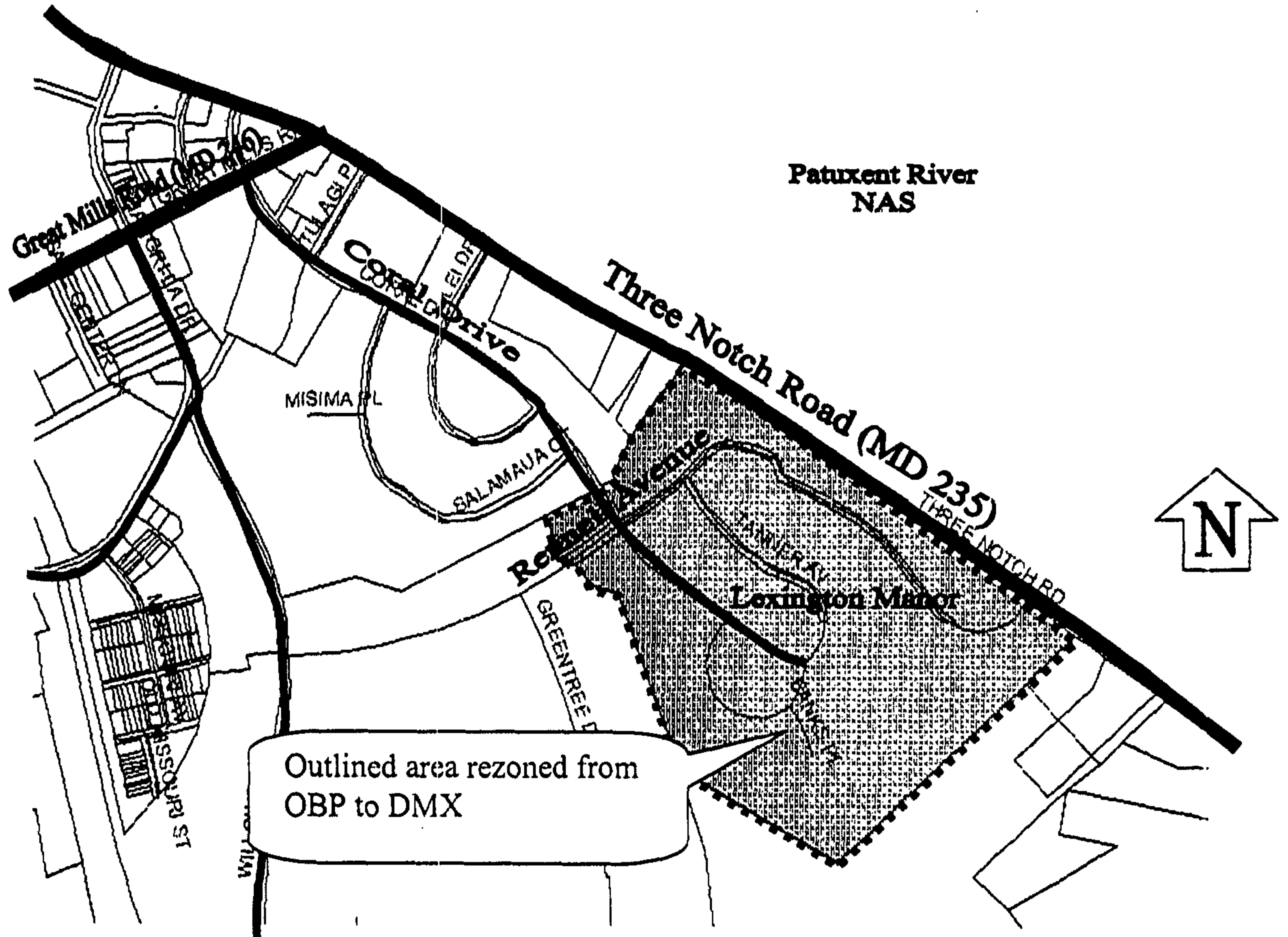
BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY, MARYLAND


Thomas F. McKay, Commissioner President

Kenneth R. Dement, Commissioner

Lawrence D. Jarboe, Commissioner

Thomas A. Mattingly, Sr., Commissioner

Daniel H. Raley, Commissioner

Approved as to form and legal sufficiency:


John B. Norris, III
County Attorney

Subject: Zoning Map Amendments for a
portion of Property known as
Lexington Manor, or "Flat Tops"
or "Club Properties"
Exhibit "A"



LIBERO 028 PAGE 8d:

SUBJECT:

03 - 80
Adoption of Carmen Woods Drive
Westbury PUD Subdivision
(Tosca Parcel D)

RESOLUTION

WHEREAS, pursuant to Sections 109-1 and 109-2 of Article 19 of the Code of Public Local Laws of Maryland, the Board of County Commissioners for St. Mary's County is authorized to accept new subdivision streets in accordance with the applicable provisions of the County Subdivision Regulations; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised the Board of County Commissioners for St. Mary's County that all work has been satisfactorily completed in accordance with the County Subdivision Regulations, Public Works Agreement dated February 7, 1996 and Record Plat recorded among the Land Records of St. Mary's County at Liber EWA 31, Folio 27, for Carmen Woods Drive, County Route 31373; and

WHEREAS, Westbury PUD Subdivision is subject to the requirements of the St. Mary's County Subdivision Ordinance (1978) and pursuant to Section 24 of the St. Mary's County Subdivision Ordinance (2002).

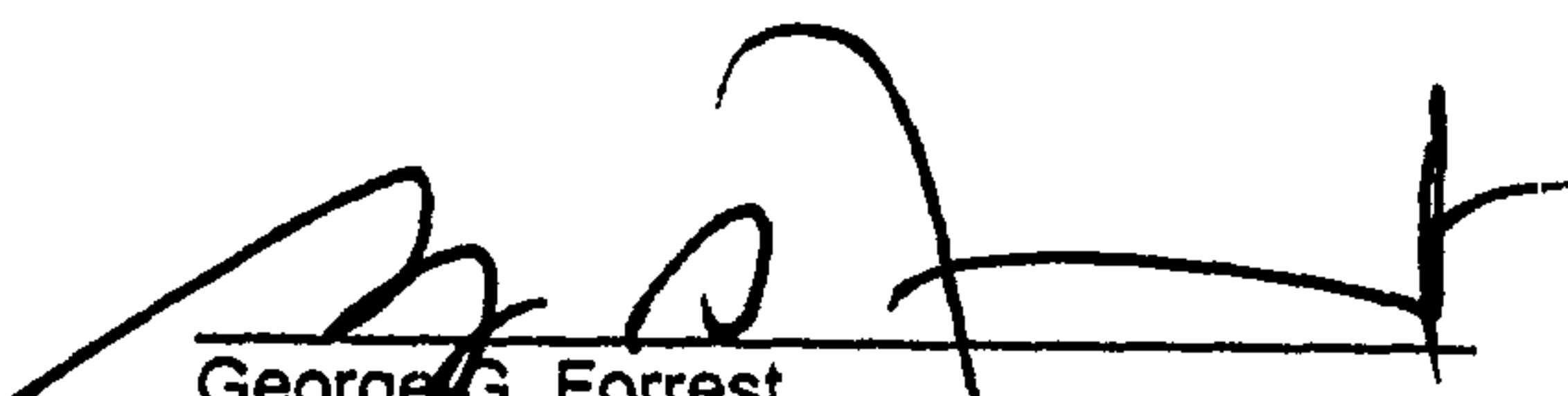
NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners for St. Mary's County, finding that Carmen Woods Drive, County Route 31373, located in the Westbury PUD Subdivision, Tosca Parcel D, Eighth (8th) Election District, St. Mary's County, Maryland (Plat Reference: Liber EWA 31, Folio 27) meets the applicable requirements of the St. Mary's County Subdivision Ordinance (1978), as amended, and hereby accepts Carmen Woods Drive, County Route 31373, into the County's Highway Maintenance System.

Those voting aye: all
Those voting nay: 0
Those abstaining or absent: 0

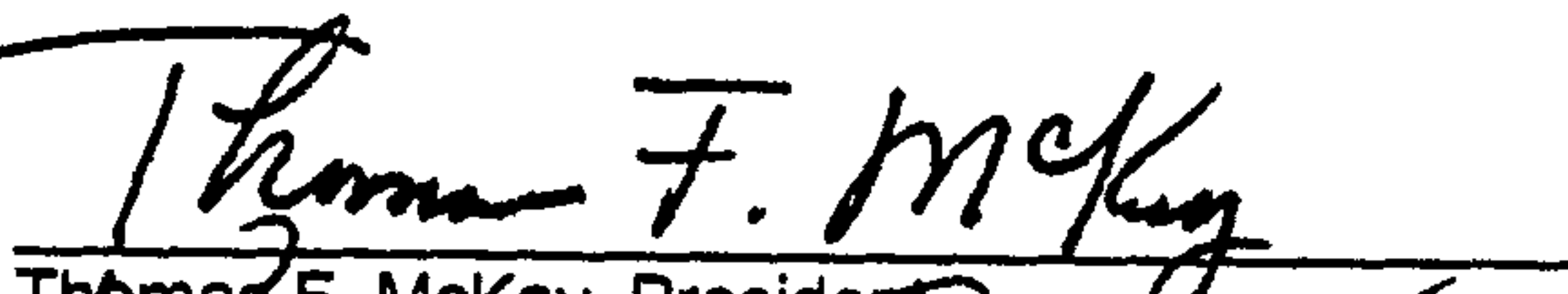
Date of Adoption: 12/9/03
Effective Date: 12/9/03

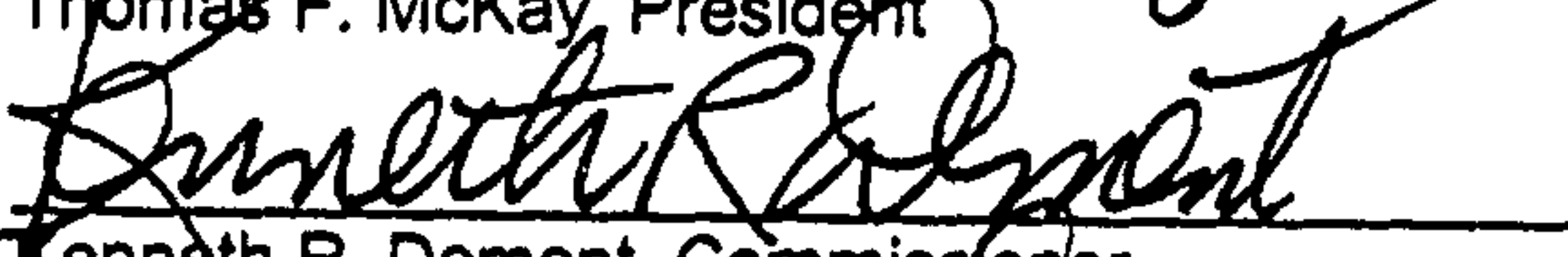
RECORDING FEE 0.00
TOTAL 0.00
RECORDING NO. 4599999
SWM REG 21K2499
Dec 10, 2003 10:46 am

ATTEST:



George G. Forrest
County Administrator

**BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY**


Thomas F. McKay, President

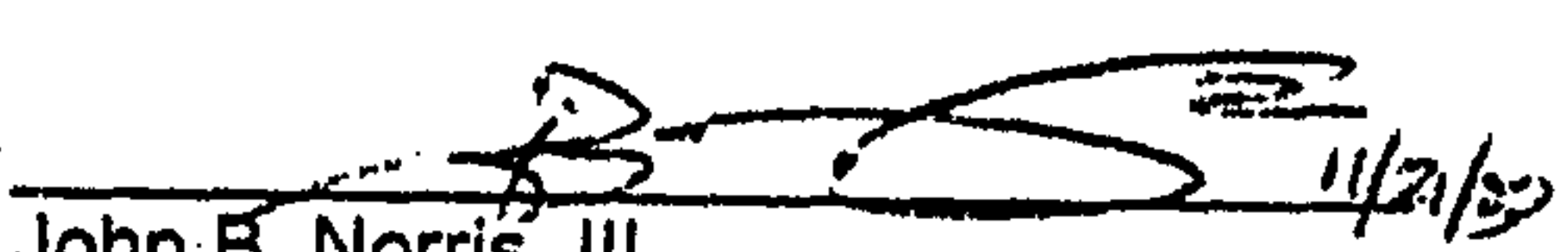

Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**


John B. Norris, III
County Attorney

NO.: 03- 81
SUBJECT: Carmen Woods Drive
Speed Limit
Westbury PUD Subdivision
(Tosca Parcel D)

LIBERO 028 PAGED 82

RESOLUTION

WHEREAS, pursuant to the authority granted under Section 10-1 of Article 25 of the Maryland Annotated Code and Section 25-102 (a) (10) and Section 21-803 of the Maryland Annotated Code, Transportation Article, the Board of County Commissioners for St. Mary's County may alter the speed upon a public road within the County; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that the maximum speed limit set forth in Section 21-801.1 of the Transportation Article of the Maryland Annotated Code for Carmen Woods Drive, County Route 31373, located in the Westbury PUD Subdivision, Tosca Parcel D, Eighth (8th) Election District, St. Mary's County, Maryland, as depicted on Record Plat recorded among the Land Records of St. Mary's County at EWA 31, Folio 27, is greater than reasonable or safe under existing conditions of road design, motor vehicle traffic and pedestrian safety; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has advised that 25 miles per hour is a reasonable and safe maximum speed for Carmen Woods Drive, County Route 31373.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds the maximum speed limit set forth for roads of the type of Carmen Woods Drive is greater than reasonable or safe, and that Carmen Woods Drive, County Route 31373, located in the Westbury PUD Subdivision, Tosca Parcel D, Eighth (8th) Election District, St. Mary's County, Maryland (Plat Reference: EWA 31, Folio 27) be posted at 25 miles per hour as per the recommendation of the St. Mary's County Department of Public Works and Transportation.

BE IT FURTHER RESOLVED, that the Director of the Department of Public Works and Transportation is directed to install the signage necessary to implement this Resolution in accordance with Section 21-801.1(f) and 21-803 (c) of the Maryland Annotated Code, Transportation Article.

Those voting aye: 4
Those voting nay: 0
Those abstaining or absent: 0

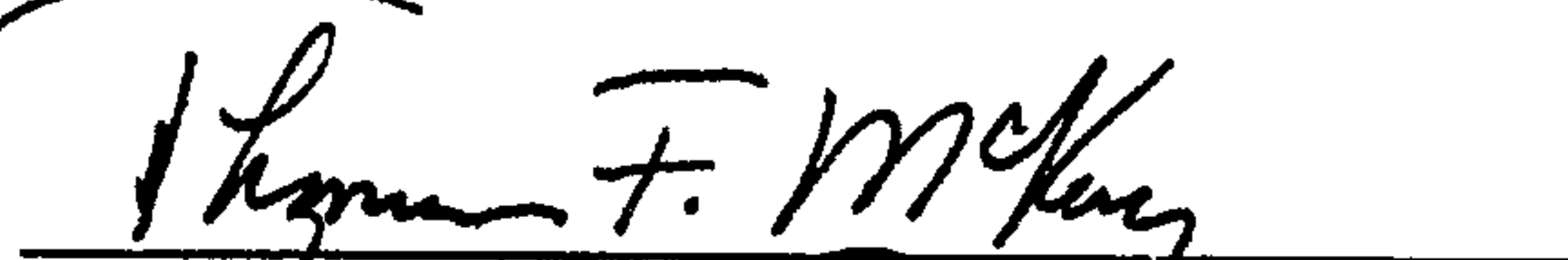
Date of Adoption: 11/19/03
Effective Date: 11/19/03

RECORDING FEE 0.00
TOTAL 0.00
REGISTERED NOV 19 2003
CIN 223 9181002
Dec 12 2003 10:00 am

ATTEST:

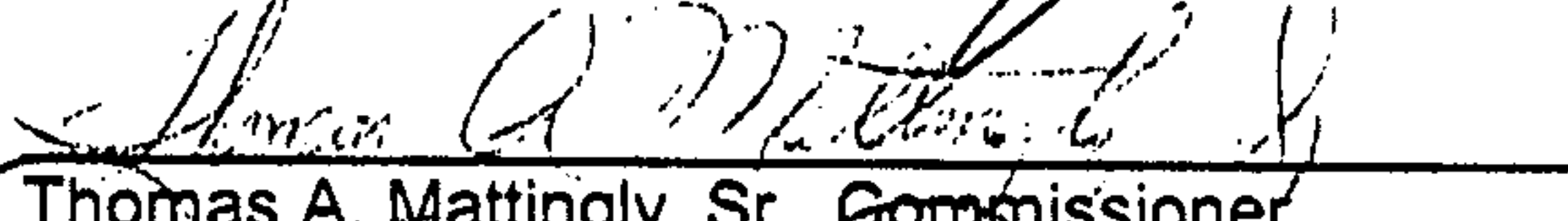
BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY


George G. Forrest
County Administrator


Thomas F. McKay, President



Kenneth R. Dement, Commissioner


Lawrence D. Jarboe, Commissioner


Thomas A. Mattingly, Sr., Commissioner


Daniel H. Raley, Commissioner

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

 11/21/03
John B. Norris, III
County Attorney

NO.: 03- 82
SUBJECT: Carmen Woods Drive
Stop Sign
Westbury Subdivision
(Tosca Parcel D)

LIBERO 028 PAGED 83

RESOLUTION

WHEREAS, pursuant to Sections 1 and 10-1 of Article 25 of the Maryland Annotated Code, Section 109-1 of Article 19 of the Code of Public Local Laws of Maryland, and Section 25-102 of the Transportation Article of the Maryland Annotated Code, the Board of County Commissioners for St. Mary's County is authorized and empowered to regulate traffic by means of a traffic control device, and to designate any intersection as a stop intersection, or yield intersection.

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has identified the intersection of Carmen Woods Drive located in the Westbury PUD Subdivision, Tosca Parcel D, Eighth (8th) Election District, St. Mary's County, Maryland, as depicted on Record Plat recorded among the Land Records of St. Mary's County at EWA 31, Folio 27, as a threat to public safety and a hazardous condition due to the absence of a traffic control device at this intersection; and

WHEREAS, the Director of the St. Mary's County Department of Public Works and Transportation has, therefore, recommended that the Board of County Commissioners for St. Mary's County exercise its authority to regulate traffic at this intersection by means of a traffic control device; specifically, a stop sign on Carmen Woods Drive, County Route 31373.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for St. Mary's County finds that, upon the advice of the Director of the Department of Public Works and Transportation, a hazardous condition currently exists at the intersection of Carmen Woods Drive, County Route 31373, at the intersection with Westbury Boulevard, County Route 31023; and in the interest of public safety and to eliminate a hazardous condition, Carmen Woods Drive, County Route 31373, further identified as being located in the Westbury PUD Subdivision, Tosca Parcel D, Eighth (8th) District, St. Mary's County, Maryland (Plat Reference: EWA 31, Folio 27) shall be designated as a Stop Street, which is a reasonable exercise of this Board's police powers; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners for St. Mary's County directs and instructs the Director of the Department of Public Works and Transportation to erect a traffic control device; specifically, a stop sign on Carmen Woods Drive, County Route 31373, at the intersection with Westbury Boulevard, County Route 31023.

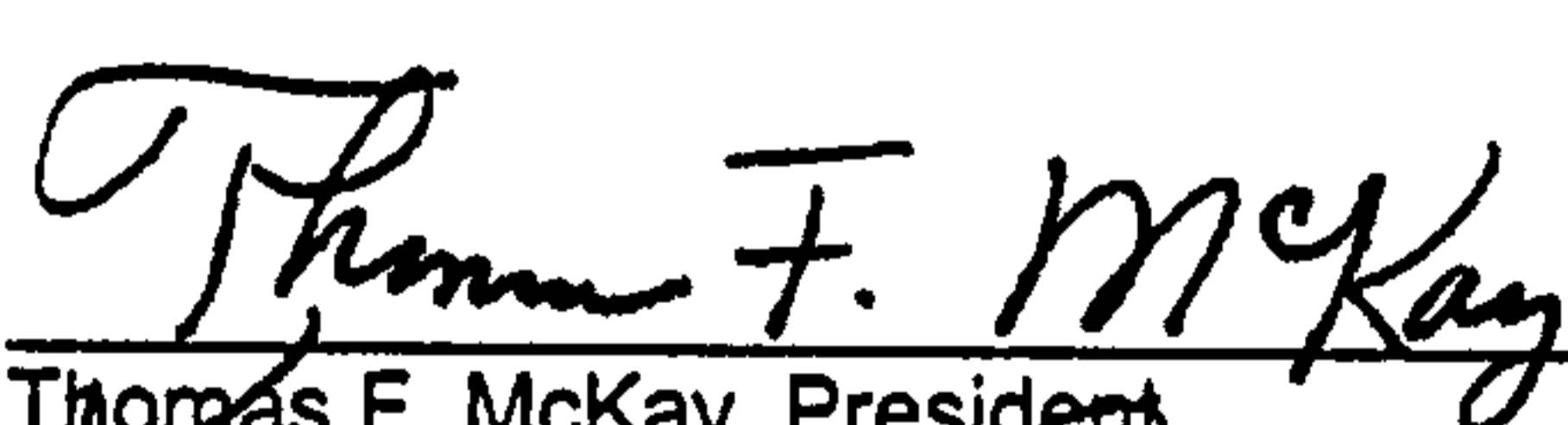

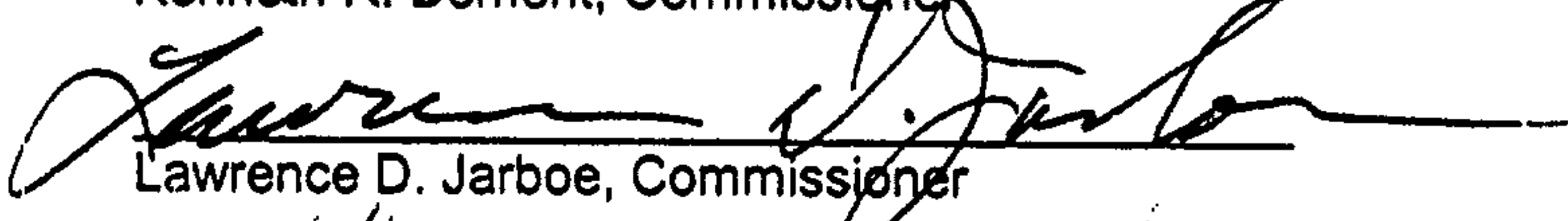

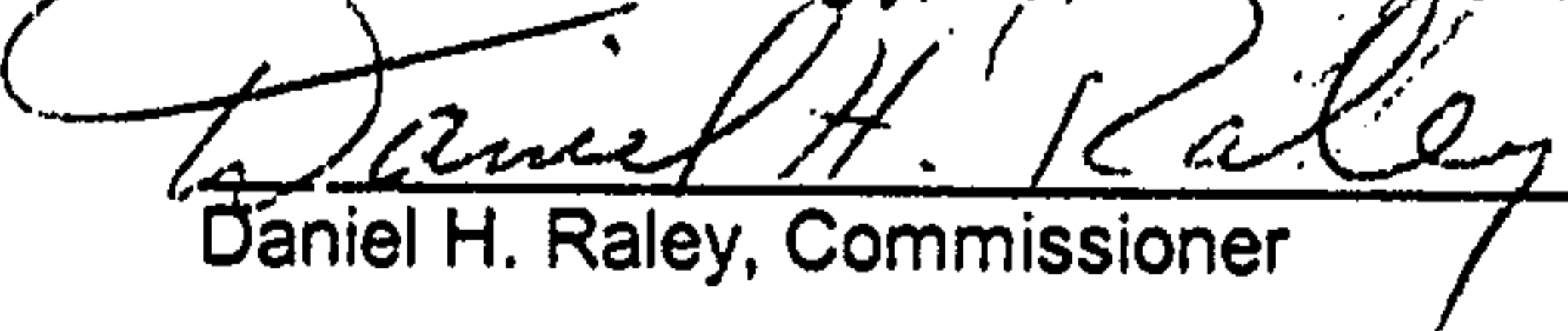
Those voting aye: 100
Those voting nay: 0
Those abstaining or absent: 0
Date of Adoption: 12/9/03
Effective Date: 12/9/03

RECORDING FEE 0.00
TOTAL 0.00
RESTORING NO#4999999
LHA KEB 01/02/04
Dec 12, 2003 10:07 am

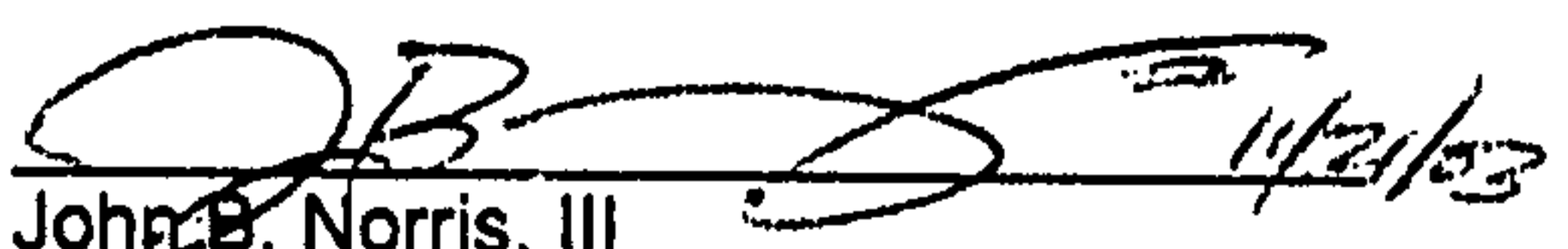
ATTEST:

BOARD OF COUNTY COMMISSIONERS
FOR ST. MARY'S COUNTY


George S. Forrest
County Administrator


Thomas F. McKay, President

Kenneth R. Dement, Commissioner

Lawrence D. Jarboe, Commissioner

Thomas A. Mattingly, Sr., Commissioner

Daniel H. Raley, Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


John B. Norris, III
County Attorney