

APPLICATION

FOR PERCOLATION TESTING AND SITE EVALUATION

TEST DATE(S) _____ TEST TIME _____ AP 525113

AGENCY REVIEW: _____ DATE 6/19/06

DO NOT WRITE ABOVE THIS LINE

I HEREBY APPLY FOR THE NECESSARY TESTING/EVALUATION PRIOR TO ISSUANCE OF SEWAGE DISPOSAL SYSTEM PERMIT(S) TO:

CHECK AS NEEDED:

- ☒ CONSTRUCT NEW SEPTIC SYSTEM(S)
☐ REPAIR/ADD TO AN EXISTING SEPTIC SYSTEM
☐ REPLACE AN EXISTING SEPTIC SYSTEM

CHECK AS NEEDED:

- ☒ NEW STRUCTURE(S)
☐ ADDITION TO AN EXISTING STRUCTURE
☐ REPLACE AN EXISTING STRUCTURE

CHECK ONE:

- ☐ CREATE NEW LOT(S)
☐ BUILD ON AN EXISTING LOT IN A SUBDIVISION
☐ BUILD ON AN EXISTING PARCEL OF RECORD

IS THE PROPERTY WITHIN 2500' OF ANY RESERVOIR?

- ☐ YES
☒ NO EXISTING DWELLING

THE TYPE OF STRUCTURE IS:

- ☒ RESIDENTIAL WITH 4 PROPOSED BEDROOMS IN THE COMPLETED STRUCTURE (NOTE **UNKNOWN** IF APPROPRIATE)
☐ COMMERCIAL (PROVIDE DETAIL OF NUMBERS AND TYPES OF EMPLOYEES/ CUSTOMERS ON ACCOMPANYING PLAN)
☐ INSTITUTIONAL/GOVERNMENT (PROVIDE DETAIL OF NUMBERS AND TYPES OF EMPLOYEES/USERS ON ACCOMPANYING PLAN)

PROPERTY OWNER(S) PAUL S. & CYNTHIA R. PAPPAS

DAYTIME PHONE _____ CELL 410-286-7680 FAX _____

MAILING ADDRESS 14875 CEMETERY RD. COOKSVILLE MD 21723
STREET CITY/TOWN STATE ZIP

APPLICANT CHARLES R. CROCKEN & ASSOC.

DAYTIME PHONE 410-549-2708 CELL N/A FAX 410-549-9063

MAILING ADDRESS 902 LEE AVE. SYKESVILLE MD 21784
STREET CITY/TOWN STATE ZIP

APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION PAPPAS PROPERTY LOT NO PARCEL ONE
SUBDIVISION/PROPERTY NAME

PROPERTY ADDRESS SEE ABOVE
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) 14 GRID _____ PARCEL(S) 16 PROPOSED LOT SIZE 3.7 A.

AS APPLICANT, I UNDERSTAND THE FOLLOWING: THE SYSTEM INSTALLED SUBSEQUENT TO THIS APPLICATION IS ACCEPTABLE ONLY UNTIL PUBLIC SEWERAGE IS AVAILABLE. THIS APPLICATION IS COMPLETE WHEN ALL APPLICABLE FEES AND A SUITABLE SITE PLAN HAVE BEEN RECEIVED. I ACCEPT THE RESPONSIBILITY FOR COMPLIANCE WITH ALL M.O.S.H.A. AND "MISS UTILITY" REQUIREMENTS. APPROVAL IS BASED UPON SATISFACTORY REVIEW OF A PERC CERTIFICATION PLAN.

TEST RESULTS WILL BE MAILED TO APPLICANT. Charles Crocken
SIGNATURE OF APPLICANT

HOWARD COUNTY HEALTH DEPARTMENT, BUREAU OF ENVIRONMENTAL HEALTH, WELL AND SEPTIC PROGRAM
7178 COLUMBIA GATEWAY DRIVE COLUMBIA, MARYLAND 21046 (410) 313-2640 FAX (410) 313-2648
TDD (410) 313-2323 TOLL FREE 1-877-4MD-DHMH

A/P

IF

1' Brown Silty
Red Yellow
SiCl-Si

48" Red Yellow
Silty-FSL

6' 10YR 6/6
Yellow Brown
FSL

9' 35% Cobble (large)
HARD
BOTTOM
IG

12" Brown Silty
Yellowish Red
SiCl

36" Cobble Rx
Yellow Red
SiCl

48" 50% or >
Cobbles -
Channery
frag

7' HARD
BOTTOM

DATE	TEST #	DEPTH	START	BREAK 1" DROP	STOP 2" DROP	TIME OF 2ND INCH	P/F/H
	IFC	v/10 1/2					P
	IG	v/7'					F
	IE	v/5'					F

REMARKS

SANITARIAN BACKHOE OTHERS

TEST HOLES USED IN SDA AVG. PERC TIME SQ. FT/BR

TRENCH WIDTH INLET DEPTH MAX. BOT DEPTH EFFECTIVE SW



Howard County
Health Department

7178 Columbia Gateway Drive, Columbia, MD 21046
(410) 313-6300 Fax (410) 313-6303
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

Penny E. Borenstein, M.D., M.P.H., Health Officer

7/10/06

Mr. Charles Crocken
P.O. Box 307
Westminster, MD 21158

RE: Pappas Property
Parcels #1 & 2
Map 14 Grid 4 Par. 16 & 19
14875 Cemetery Rd
Cooksville, MD 21723

Dear Mr. Crocken:

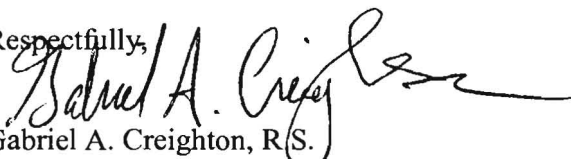
These comments are applicable to percolation test proposal of the above referenced property.

- The Howard County Health Department cannot allow an off-site Sewage Disposal Area unless the parcels are separately recorded in the land records of Howard County and a final plat of recordation will not be required.
- Septic/Pump Tank locations must be located a minimum of 100' from any stream
- Septic/Pump Tank locations must be located a minimum of 25' from any abandoned well

I hope these comments/recommendations are helpful in preparing your Percolation Plan.
Thank you for your attention to these matters.

If you have any questions or correspondence, I can be reached at the above address or by telephone at (410) 313-1771.

Respectfully,


Gabriel A. Creighton, R.S.
Bureau of Environmental Health
Well and Septic Program

GAC
cc: Well & Septic program file
Paul and Cynthia Pappas

CHARLES R. CROCKEN & ASSOCIATES, INC.

Civil Engineering and Land Planning

P.O. BOX 307

WESTMINSTER, MARYLAND 21158

July 17, 2006

Gabriel A. Creighton, R.S.
Bureau of Environmental Health
Well and Septic Program
7178 Columbia Gateway Drive
Columbia, MD 21048

SUBJECT: Pappas Property Parcels 1 & 2
Tax Map 14, Grid 4, Parcels 16 & 19
14875 Cemetery Road

Dear Mr. Creighton,

The following is a brief point by point response to the comments on the Health Dept. Letter 7/10/06;

1. For your records and information we have enclosed copies of the current deed for the Pappas property, (Duncan to Pappas) which describes the two parcels as well as a copy of the deed of parcel two (Randal to Duncan). Please note, the Pappas deed describes Parcel 1 as being an old 3½ acres lot described in a deed dated 1922 from Hammond to Cook and Parcel 2 as being 1 acre lot as described in a deed dated 1944 from Edward Dorsey to Albert Dorsey. The two parcels were not described under a single deed until Pappas purchased the lots from Duncan. For your records , we have also enclosed a copy of Duncans deed to Parcel two. Based upon the above information, the Pappas property has always been two separate lots and there is no need to record a subdivision plat as mention in your letter of 7/10/06
2. CRC & assoc has relocate the septic tank and pump chamber over 100 feet from the stream and over 25 feet from the existing hand dug well which is to be abandoned.

We trust the above information will satisfy your concerns. Should you require any additional information do not hesitate to contact our office at (410) 549-2708.

Sincerely,



Charles R. Crocken P.E.
President

encl
pappas hd let

September 26, 2006

RE: Pappas Property Parcels 1 & 2, Tax Map 14, Grid 4, Parcels 16 & 19, 14875 Cemetery Road

Michael Davis, R.S.
Bureau of Environmental Health
Well and Septic Program
7178 Columbia Gateway Drive
Columbia, MD 21048

Dear Mr. Davis,

I am writing in regards to our application for an off site Sewage Disposal area. There is an obstacle that has been placed before us that I believe is unfair. In view of the thousands of dollars invested in engineering fees and the application fee of \$1012, my wife and I feel as though we are being treated as though this is negligible issue. Our property value will be substantially affected due to arbitrary decisions. First I'd like to point that in a letter from your department, dated 7/10/06, there was no mention of the 200' setback from this well. Second, if this is a critical setback; why isn't it listed in your documentation outlining setback requirements? That is why I refer to this decision as arbitrary. Again we have paid fees of \$1012; which is a considerable amount of money to my wife and I, and we believe that a more diligent effort should be made to ensure that any obstacles put in place are warranted. Mr. Crocken in his letter dated August 31, 2006 made a few points that should dismiss any concerns of well contamination. I would like to highlight the fact that the adjoining property's septic system is directly in between our proposed area and their well. With that in mind, it seems obvious that our proposed area will not pose a risk to their well otherwise they would have had contamination issues from their own septic system long ago. From what I understand their well has been tested in the past and did not shown any signs of trouble.

I urge you to reconsider your decision and allow us to go forth. At least meet with Mr. Crocken, and myself at my property, so that you can see first hand, the conditions of the property first hand. Please call me as soon as your schedule will allow discussing this further, 240-286-7680.

Respectfully yours,

A handwritten signature in dark ink, appearing to read 'Paul S. Pappas', with a long horizontal flourish extending to the right.

Paul S. Pappas
cc: Charles Crocken



APPLICATION

FOR PERCOLATION TESTING AND SITE EVALUATION

TEST DATE(S) _____ TEST TIME _____ A/P _____

AGENCY REVIEW: _____ DATE _____

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CHECK AS NEEDED:

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CHECK ONE:

- ☐ CREATE NEW LOT(S)
- ☐ BUILD ON AN EXISTING LOT IN A SUBDIVISION
- ☐ BUILD ON AN EXISTING PARCEL OF RECORD

IS THE PROPERTY WITHIN 2500' OF ANY RESERVOIR?

- ☐ YES
- ☐ NO

THE TYPE OF STRUCTURE IS:

- ☐ RESIDENTIAL WITH _____ PROPOSED BEDROOMS IN THE COMPLETED STRUCTURE (NOTE **UNKNOWN** IF APPROPRIATE)
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PROPERTY OWNER(S) _____

DAYTIME PHONE _____ CELL _____ FAX _____

MAILING ADDRESS _____
STREET CITY/TOWN STATE ZIP

APPLICANT _____

DAYTIME PHONE _____ CELL _____ FAX _____

MAILING ADDRESS _____
STREET CITY/TOWN STATE ZIP

APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION
SUBDIVISION/PROPERTY NAME _____ LOT NO. _____

PROPERTY ADDRESS _____
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) _____ GRID _____ PARCEL(S) _____ PROPOSED LOT SIZE _____

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TEST RESULTS WILL BE MAILED TO APPLICANT.

SIGNATURE OF APPLICANT _____

HOWARD COUNTY HEALTH DEPARTMENT, BUREAU OF ENVIRONMENTAL HEALTH, WELL AND SEPTIC PROGRAM
3525-H ELLICOTT MILLS DRIVE, ELLICOTT CITY, MARYLAND 21043-4544 (410) 313-1771 FAX (410) 313-2648
TDD (410) 313-2323 TOLL FREE 1-877-4MD-DHMH

A/P

1 E

10" Str Brown Lm-Silm

Yellow Red Clay-SiCl

30" Red Silm-SiCl

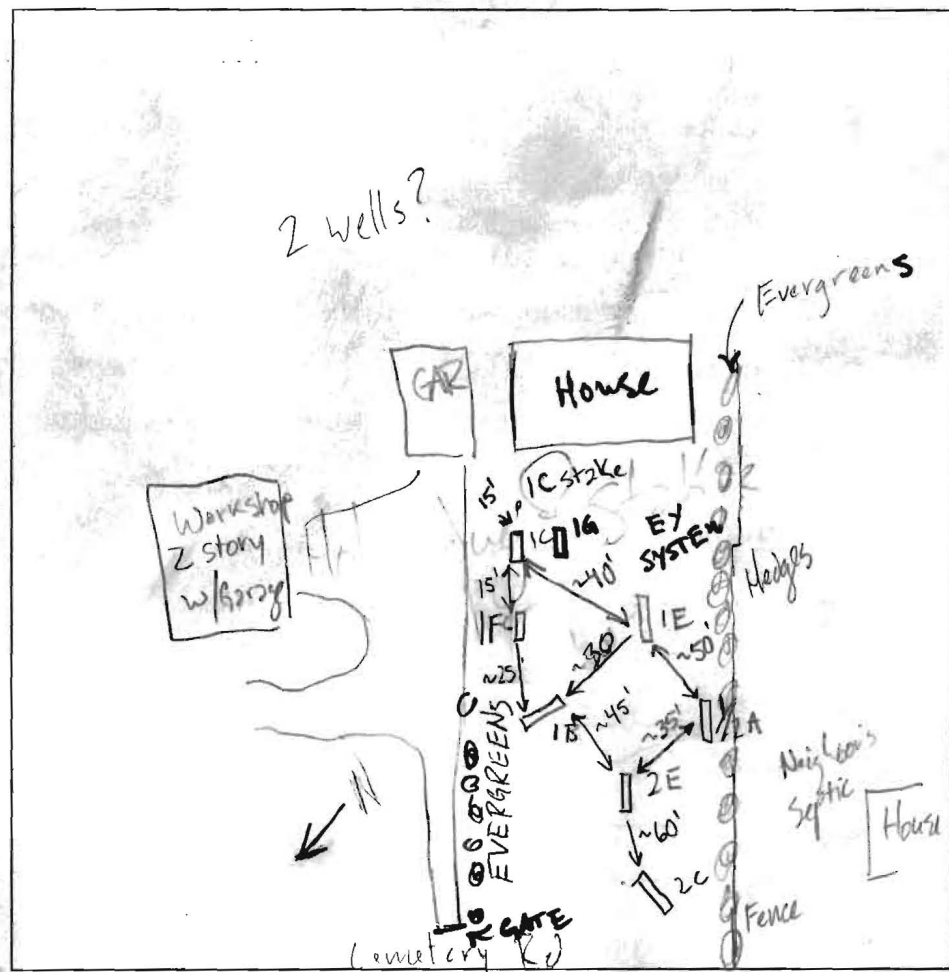
48" Yellow-Red Lm-Silm

6' Yellow Brown Silm

25% Str Saprolite

Sandstone gravel-cobbles 1-5"

13 1/2



2C

1 1/2" Brown Lm-Silm

Yellow Red SiCl

30" Silm

48" Yellow Red

Yellow Red 2.5 YR 5/8

5 YR 6/8

Silm

15% wack

Sopr

12.5 Str. Sopr

1 B

10" Str Brown Lm-Silm

Yellow-Red Clm

5 YR 5/8

3' Red Silm

4' Yellow Red Silm Same

6' Dk Red 2.5 YR 2.5/4

Silm

25% VW Sopr

12

1/2 A

18" Brown Silm

Red SiCl

4' Yellow Red Silm-FSL

6' Yellow Brown FSL 10 YR 5/8

15-20% YW-MB Sopr.

13'

2 E

0" Brown Silm-Lm

1" Yellow Red SiCl BYR 5/8

3' Silm Yellow Red

4 1/2" Red-Yellow Heavy Silm

6' 1.5 YR 5/8

Silm

15-20% m. Sopr

13

1 C

1" Dk Brown Silm

Yellow Red SiCl

3' Yellow Red SiCl

4' 5 YR 5/8 Yellow Red Silm

70-80% Heavily Fract.

Channery

18"

DATE	TEST #	DEPTH	START	BREAK 1" DROP	STOP 2" DROP	TIME OF 2nd INCH	P/F/H
11/17/06	1 E	5' / 13.5	10:47	10:58	11:16	18m	P
	1 B	6' / 12'	11:03	11:06	11:12	6m	F
	2 E	5' / 13'	11:22	Pulled @ 11:48	- 1/2"	Dig 1' deeper	
	2 C	5' / 12.5'	11:32	11:35	11:39	4m	P
	2 E (Retest)	6'	12:03	12:07	12:14	7m	P
	1/2 A	5' / 13'	12:18	12:32	1:54	22m	P
	1 C	5' / 8'	> 50	no Fract	@ 4'		F
	1 F	5' / 10.5					P
	1 G	5' / 7'					F

REMARKS: Glendy? Garage / Workshop on 2nd small parcel pretty big

SANITARIAN: GAC BACKHOE: Brendle OTHERS: Mr. Pappas Bud Crocker

TEST HOLES USED IN SDA: _____ AVG. PERC TIME: _____ SQ. FT/BR: _____

TRENCH WIDTH: _____ INLET DEPTH: _____ MAX. BOT DEPTH: _____ EFFECTIVE SAW: _____

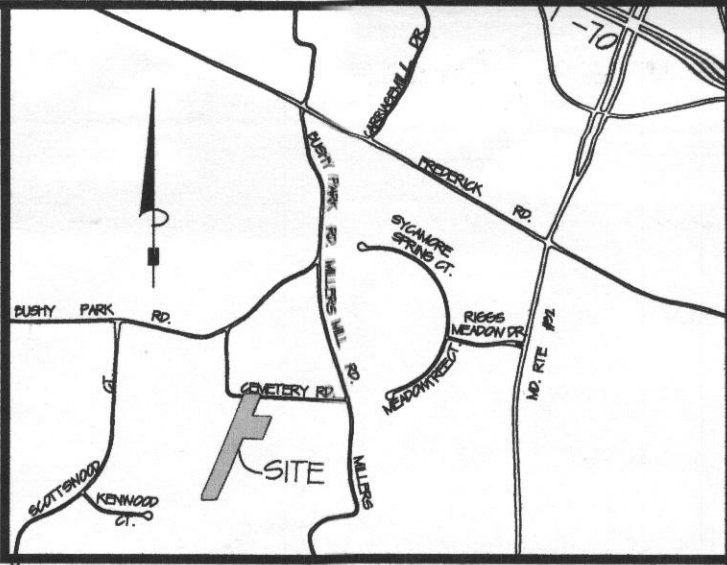
ON STAKES EXCEPT 1C, 1F, 1/2A, 1G

All percs would be 2-7m @ 6'

#	RESULTS
PARCEL #1	
1A/2A	12 MIN. @ 5'
1B/2B	6 MIN. @ 6'
1C	FALED ROCK @ 4'
1D	NO TEST
1E	10 MIN. @ 5'
1F	OBSERVATION PASSED
1G	OBSERVATION FAILED
PARCEL #2	
1A/2A	12 MIN. @ 5'
1B/2B	6 MIN. @ 6'
2C	4 MIN. @ 5'
2E	7 MIN. @ 6'



SYMBOL	NAME/DESCRIPTION	SOIL GROUP
CHB2	CHESTER SILT LOAM, 3-8% SLOPES	D
CHA	CHESTER SILT LOAM, 0-3% SLOPES	C
GB2	GLENNVILLE SILT LOAM, 3-8% SLOPES	D
GB2	GLENNVILLE LOAM, 15-20% SLOPES	D
GB2	GLENNVILLE LOAM, 8-15% SLOPES	D
Da	DALE SILT LOAM	C
CH2	CHESTER SILT LOAM, 8-15% SLOPES	D
EB2	ELDON, 3-8% SLOPES	D



HEALTH DEPARTMENT NOTES

- THE LOTS SHOWN HEREON COMPLY WITH THE MINIMUM OWNERSHIP, WIDTH AND AREA REQUIRED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT.
- THE AREA DESIGNATES A PRIVATE SEWAGE EASEMENT. AS REQUIRED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT FOR INDIVIDUAL SEWAGE DISPOSAL IMPROVEMENTS OF ANY NATURE IN THIS AREA ARE RESTRICTED UNTIL PUBLIC SEWAGE IS AVAILABLE. THESE EASEMENTS SHALL BECOME NULL AND VOID UPON CONNECTION TO A PUBLIC SEWER. A HOWARD COUNTY HEALTH OFFICER HAS RIGHTS TO GRANT ADJUSTMENTS TO THE PRIVATE SEWAGE EASEMENT.
- THERE ARE NO EXISTING WELLS AND SEPTIC SYSTEMS WITHIN 100FT. OF THE LOT LINES SHOWN HEREON UNLESS NOTED OTHERWISE.
 - DENOTES "PASSED" PERCOLATION TEST
 - DENOTES "FAILED" PERCOLATION TEST

NOTE: THE NEAREST WATER INTAKE STRUCTURE IS FIVE MILES+/- AWAY.

- THE WELL FOR PARCEL #2 SHALL BE DRILLED AND HAVE RECEIVED PRELIMINARY APPROVAL PRIOR TO FINAL PLAT SIGNATURE
- BOTH EXISTING WELLS LOCATED ON PARCEL #1 SERVE THE EXISTING HOUSE ON PARCEL #1

GENERAL NOTES:

- SUBJECT PROPERTY IS ZONED RC-DEO
- AREA OF PROPERTY=4.729 ACRES±
(PARCEL #1= 3.729 AC, PARCEL #2= 1.0 AC)
- EXISTING USE= SINGLE FAMILY RESIDENTIAL
- PROPOSED USE= SINGLE FAMILY RESIDENTIAL
- NUMBER OF UNITS ALLOWED (1 EXIST. & 1 PROPOSED)= 2 UNITS
- NUMBER OF UNITS PROPOSED= 2 UNITS
- BOUNDARY AND TOPOGRAPHY BASED ON AERIAL TOPOGRAPHY BY HOWARD COUNTY, DATED 1998, AND VERIFIED IN THE FIELD BY CHARLES R. CROCKEN & ASSOC. DATED 1998.
- BOUNDARY BASED ON HOWARD COUNTY MONUMENTS
- SERVICE: WATER= PRIVATE, SEWER= PRIVATE
- SOILS SURVEY MAP No.7

SITE ANALYSIS

AREA OF LOTS 1 & 2 = 4.729 AC.
THE MASTER PLAN OF HOWARD COUNTY
PRESENT ZONING = RC-DEO
PROPOSED USE OF STRUCTURES = SINGLE FAMILY
UNITS ALLOWED = 2
UNITS PROVIDED = 2
OPEN SPACE ON SITE = N/A
HOWARD COUNTY FILE NO.'S:
■ DENOTES SLOPES 25% OR STEEPER.

HAND DUG WELL

EXISTING HAND DUG WELL SHALL BE ABANDONED AND BACKFILLED IN ACCORDANCE WITH HEALTH DEPT. REGULATIONS PRIOR TO FINAL PLAN APPROVAL.

NOTE:

EXISTING 2-STY GARAGE TO BE CONVERTED TO DWELLING UPON FINAL PLAN APPROVAL AND RECORDATION OF EASEMENTS IN LAND RECORDS OF HOWARD COUNTY.

DEED HISTORY:

PARCEL #1 3.729 AC.	PARCEL #2 1.0 AC.
EPPELREIN TO DUNCAN DATE: 05/30/92 LIBER 2572, FOLIO 197	RANDALL TO DUNCAN DATE: 01/13/93 LIBER 2792, FOLIO 184
DUNCAN TO PAPPAS DATE: 06/19/03 LIBER 7299, FOLIO 333	DUNCAN TO PAPPAS DATE: 06/19/03 LIBER 7299, FOLIO 333



NO.	DATE	REVISION
<p align="center">PERCOLATION CERTIFICATION PLAN FOR PAPPAS PROPERTY 14875 S. CEMETERY RD. SINGLE FAMILY DETACHED LIBER 7299/ FOLIO 333</p>		
TAX MAP 1A, GRID 4, PARCEL #16 4TH ELECTION DISTRICT		DATE: 1/16/06 ZONED = RC-DEO HOWARD COUNTY, MARYLAND
DES. CHC.	CHK. CRC	DEVELOPER/OWNERS: PAUL S. PAPPAS & CYNTHIA R. PAPPAS, T/E 14875 S. CEMETERY RD. COOKSVILLE, MD. 21723-9417 TEL: 240-286-1680
DRW. CHC.	<p>PREPARED BY: CHARLES R. CROCKEN & ASSOCIATES, INC. CIVIL ENGINEER - LAND PLANNING P.O. BOX 307 WESTMINSTER, MARYLAND PH 410-545-2028 FAX 410-545-2028</p>	
SCALE: 1" = 50'		SHEET 1 OF 1

APPROVED:
FOR PRIVATE WATER AND PRIVATE SEWERAGE SYSTEMS
IN CONFORMANCE WITH THE MASTER PLAN OF HOWARD COUNTY

 ROBERT W. GAC
 HOWARD COUNTY HEALTH OFFICER
 DATE: 4/16/07
 GAC 120

ADDRESS CHART	
LOT #1	14875 S. CEMETERY RD.
LOT #2	14875 S. CEMETERY RD.

CERTIFIED MAIL™

Cynthia & Paul Pappas
14875 Cemetery Road
Cooksville, MD 21723



7006 0100 0004 0935 5086



0000



21048

U.S. POSTAGE
PAID
LISBON, MD
21765
SEP 26, '06
AMOUNT

\$4.64

00057187-04

NO COOL
ENVIRONMENT

SEP 27 PM 5:17

RETURN RECEIPT
REQUESTED



Michael Davis, R.S.
Bureau of Environmental Health
Well and Septic Program
7178 Columbia Gateway Drive
Columbia, MD 21048

1st OFFICE
2nd OFFICE
RETURN

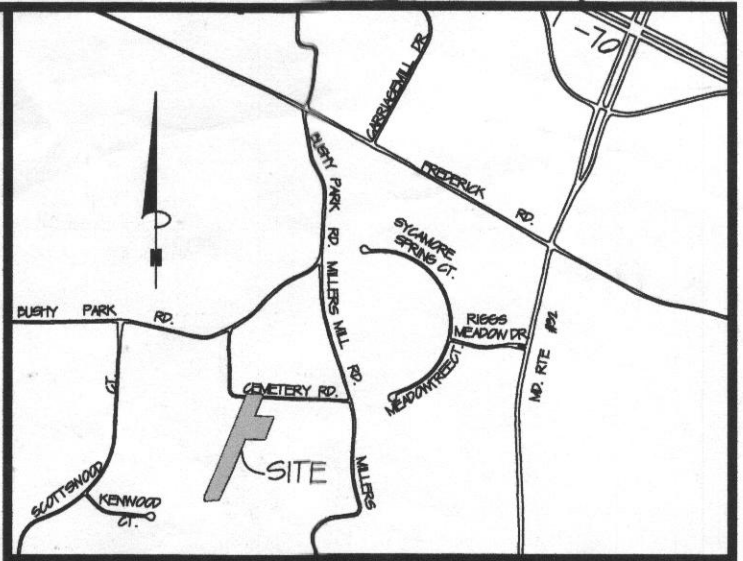
RETURN RECEIPT
REQUESTED

21046/2132



PERCOLATION TEST RESULTS	
#	RESULTS
PARCEL #	
1A	
1B	
1C	
1D	
1E	
PARCEL #2	
2A	
2B	
2C	
2D	
2E	

SOILS LEGEND		
SYMBOL	NAME/DESCRIPTION	SOIL GROUP
G1B2	G1ESTER SILT LOAM, 3-8% SLOPES	D
G1A	G1ESTER SILT LOAM, 0-3% SLOPES	C
G1B2	G1LENVIL SILT LOAM, 3-8% SLOPES	D
G1B2	G1LENVIL SILT LOAM, 5-15% SLOPES	D
G1C2	G1LENVIL LOAM, 8-15% SLOPES	D
D1	DALE SILT LOAM	C
G1B2	G1ESTER SILT LOAM, 8-15% SLOPES	D
E1B2	E1LOW, 3-8% SLOPES	D



HEALTH DEPARTMENT NOTES

- THE LOTS SHOWN HEREON COMPLY WITH THE MINIMUM OWNERSHIP, WIDTH AND AREA REQUIRED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT.
 - THE AREA DESIGNATES A PRIVATE SEWAGE EASEMENT OF 10,000sq. FT. AS REQUIRED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT FOR INDIVIDUAL SEWAGE DISPOSAL IMPROVEMENTS OF ANY NATURE IN THIS AREA ARE RESTRICTED UNTIL PUBLIC SEWAGE IS AVAILABLE. THESE EASEMENTS SHALL BECOME NULL AND VOID UPON CONNECTION TO A PUBLIC SEWER. A HOWARD COUNTY HEALTH OFFICER HAS RIGHTS TO GRANT ADJUSTMENTS TO THE PRIVATE SEWAGE EASEMENT.
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- NUMBER OF UNITS PROPOSED= 2 UNITS
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- SERVICE: WATER= PRIVATE, SEWER= PRIVATE
- SOILS SURVEY MAP NO.7

SITE ANALYSIS

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 THE MASTER PLAN OF HOWARD COUNTY
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 OPEN SPACE ON SITE = N/A
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DUNCAN TO PAPPAS DATE: 06/19/03 LIBER 7135, FOLIO 333	DUNCAN TO PAPPAS DATE: 06/19/03 LIBER 7135, FOLIO 333

REVISION	
NO.	DATE
PERCOLATION TEST PLAN FOR PAPPAS PROPERTY SINGLE FAMILY DETACHED LIBER 7135/ FOLIO 333	
TAX MAP 14, GRID 4, PARCEL #16 4TH ELECTION DISTRICT	
ZONED = RC-DEO HOWARD COUNTY, MARYLAND	
DES. CHG.	DEVELOPER/OWNERS:
CHK. CRG.	PAUL S. PAPPAS
DRW. EMV.	CYNTHIA R. PAPPAS, T/E
14875 S. CEMETERY RD. COOKSVILLE, MD. 21723-9417	
PREPARED BY: CHARLES R. CROCKEN & ASSOCIATES, INC. CIVIL ENGINEERING & LAND PLANNING P.O. BOX 301 WESTMINSTER, MARYLAND PH 410-593-3123 FAX 410-593-3222	
SCALE: 1" = 50'	SHEET 1 OF 1

APPROVED:

FOR PRIVATE WATER AND PRIVATE SEWERAGE SYSTEMS
 IN CONFORMANCE WITH THE MASTER PLAN OF HOWARD COUNTY

HOWARD COUNTY HEALTH OFFICER _____ DATE _____

ADDRESS CHART	
LOT #1	14875 S. CEMETERY RD.
LOT #2	14875 S. CEMETERY RD.



All Taxes on Land and Buildings situated
to the Collector of the State of Maryland
Howard County, Md. by
have been paid. This document is
the purpose of recording, recording
and is not subject to payment further
taxation except for periods, etc.
does it guarantee satisfaction of
outstanding tax sales.

04381/3

D 2 X

Cr#312090-4

This Deed, made this 28th day of May, 2003, by and between JOHN DALE DUNCAN and JENNIFER R. DUNCAN, parties of the first part, (the "Grantors"); and PAUL S. PAPPAS and CYNTHIA R. PAPPAS, parties of the second part, (the "Grantees").

- Witnesseth -

That for and in consideration of the sum of SIX HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$625,000.00), the receipt whereof is hereby acknowledged, the said Grantors do grant and convey to the said PAUL S. PAPPAS and CYNTHIA R. PAPPAS, as tenants by the entireties, their assigns, and to the survivor of them, and the personal representative, heirs and assigns of the survivor, in fee simple, all those two(2) parcels of ground situate in Howard County, Maryland and described as follows, that is to say:

PARCEL #1 SAME

LAND DESCRIBED IN
DEED DATED 1922.

BY

HAMMOND

Parcel 1

BEGINNING FOR THE SAME at a point on one north side of the county road known as Cemetery Road, as now located, the said point being the beginning of the firstly described parcel of land, which by Deed dated July 22, 1922, and recorded among the aforesaid Land Records in Liber 115, folio 372, was granted and conveyed by Walter C. Hammond and Hattie Hammond, his wife, to Charles G. Cook, thence running with the north side of the said road, as now located, and with all of the first or south 83-1/4 degrees east 9-1/2 perches line of the said parcel, as now surveyed,

20
20
3125-00
6250-00
3125-00

South 84 degrees 10' 05" east 152.63 feet to an iron pipe now set, thence crossing the said road and running with all of the second line of the aforementioned parcel passing over an iron pipe now set on the southern edge of the said road,

- (1) South 27 degrees 16' 59" west 860.90 feet to a stone heretofore set at the beginning of the secondly described parcel of land conveyed by Deed previously mentioned, thence running with all of the first or 30-1/4 degrees west 18-15/25 perches line of the said secondly described parcel,
- (2) South 29 degrees 31' 59" west 306.90 feet, to an iron pipe now set, thence running with all of the second, third and fourth lines of the said secondly described parcel,
- (3) North 88 degrees 21' 02" west 134.10 feet to an iron pipe heretofore set beside a stone and a 48 inch diameter maple tree,
- (4) North 14 degrees 31' 03" east 49.07 feet to an iron pipe now set,
- (5) North 28 degrees 19' 55" east 264.00 feet to a stone heretofore set at the beginning of the fourth or north 28 degrees 00' east 52

perches line of the previously mentioned firstly described parcel, thence running with all of the said fourth line to the end thereof, passing over a stone heretofore set on the southern edge of the aforesaid Cemetery Road,

- (6) North 27 degrees 04' 55" east 858.00 feet to the point of beginning, containing 3.729 acres of land, more or less,

The premises thereon being known as 14875 Cemetery Road, Cooksville, Maryland 21723.

Being that same property which by Deed dated March 30, 1992 and recorded among the Land Records of Howard County, Maryland in Liber 2572, folio 137, was granted and conveyed by James D. Epperlein and Constance S. Epperlein unto the grantor herein.

Parcel 2

PARCEL #2 DATES
TO BEYOND 1944. IN

BEGINNING FOR THE SAME at the beginning of the tract of which this is a part, and running on a part of the first line, with courses conforming to the deed dated June 22, 1944, from Edward M. Dorsey and Carrie Dorsey, his wife, to Albert C. Dorsey and Mary G. Dorsey, his wife, recorded among the Land Records aforesaid in Liber BMJr No. 182, folio 54,

DEED BY
DORSEY.

- (1) South 81-1/4 degrees east 203-1/2 feet, to a pipe; thence
- (2) South 30 degrees west 229 feet, to intersect the third line of the tract of which this is a part; and on a part of said line,
- (3) North 81-1/4 degrees west 203-1/2 feet; thence with the fourth line,
- (4) North 30 degrees east 229 feet, to the place of beginning,

CONTAINING one acre of ground, more or less.

Being that same property which by Deed dated February 19, 1993 and recorded among the Land Records of Howard County, Maryland in Liber 2792, folio 184, was granted and conveyed by Roma M. Randall, Wanita Weeden Lyles (formerly known as Wanita Weeden), Raymond Randall, Jr. and Charlene Randall unto the grantor(s) herein.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said two(2) parcels of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **PAUL S. PAPPAS and CYNTHIA R. PAPPAS**, as tenants by the entireties, their assigns, and to the survivor of them, and the personal representative, heirs and assigns of the survivor, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS:

Clity Barbone

John Dale Duncan (Seal)

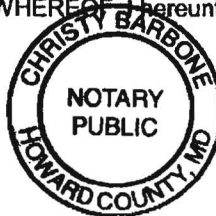
Clity Barbone

Jennifer R. Duncan (Seal)

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I hereby certify that on this 28th day of May, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Dale Duncan and Jennifer R. Duncan, the Grantors herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



Clity Barbone
Notary Public
My commission expires: 11/6/06

CERTIFICATION

The undersigned Maryland attorney certifies that the within instrument was prepared under his supervision. However, no review was made of title or opinion thereof is expressed by said attorney. Further, said attorney does not represent and has not rendered any advice to either the grantor or the grantee. The undersigned attorney is an independent attorney under retainer with Performance Title Company as its legal counsel.

Francis R. Hunter, Jr.

Property Tax ID No. 4 312090 & 326059
Title Insurer: Stewart Title Guaranty Company

AFTER RECORDING, PLEASE RETURN TO:
Performance Title Company
6200 Old Dobbin Lane
Suite 150
Columbia, MD 21045

IMP FD SURE \$	20.00
RECORDING FEE	20.00
RECORDATION T	3,125.00
TR TAX COUNTY	6,250.00
TR TAX STATE	3,125.00
TOTAL	12,540.00
Res# MD83	Rec# 91572
MDR APR	Blk # 4002
Jun 23, 2003	83:34 PM

TSS240-00049

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

As Witness the hands and seals of said Grantors, the day and year first above written.

WITNESS:

City Barbone

John Dale Duncan (Seal)
John Dale Duncan

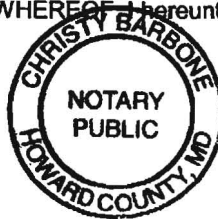
City Barbone

Jennifer R. Duncan (Seal)
Jennifer R. Duncan

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I hereby certify that on this 28th day of May, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Dale Duncan and Jennifer R. Duncan, the Grantors herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

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



Christy Barbone
Notary Public
My commission expires: 11/6/06

CERTIFICATION

The undersigned Maryland attorney certifies that the within instrument was prepared under his supervision. However, no review was made of title or opinion thereof is expressed by said attorney. Further, said attorney does not represent and has not rendered any advice to either the grantor or the grantee. The undersigned attorney is an independent attorney under retainer with Performance Title Company as its legal counsel.

Francis R. Hunter, Jr.
Francis R. Hunter, Jr.

Property Tax ID No. 4 312090 & 326059
Title Insurer: Stewart Title Guaranty Company

AFTER RECORDING, PLEASE RETURN TO:
Performance Title Company
6200 Old Dobbin Lane
Suite 150
Columbia, MD 21045

IMP FD SURE \$	20.00
RECORDING FEE	20.00
RECORDATION T	3,125.00
TR TAX COUNTY	6,250.00
TR TAX STATE	3,125.00
TOTAL	12,540.00
Res# HDR3	Rcpt # 91572
HDR AM	Blk # 4002
Jun 23, 2003	03:34 PM

TSS240-00049

State of Maryland Land Instrument Intake Sheet

[] City [X] County: Howard

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

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

1	Type(s) of Instruments	() Check Box if Addendum Intake Form is Attached.			
		1 Deed	Mortgage	Other	Other
2	Conveyance Type Check Box	2 Deed of Trust	Lease		
		Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale
3	Tax Exemptions (if Applicable)	Arms-Length /1/	Arms-Length /2/	Arms Length /3/	Length Sale /9/
		Recordation	State Transfer	County Transfer	
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$ 625,000.00	Transfer and Recordation Tax Consideration	\$
5	Fees	Any New Mortgage	\$ 500,000.00	X () %	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$
6	Description of Property	Other:	\$	Total Transfer Tax	\$
		Other:	\$	Recordation Tax Consideration	\$
7	Transferred From	Full Cash Value	\$ 625,000.00	X () per \$500	\$
		TOTAL DUB	\$		
8	Transferred To	Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 20-	\$ 20-	Tax Bill:
9	Other Names to Be Indexed	Surcharge	\$ 20-	\$ 20-	C.B. Credit:
		State Recordation Tax	\$	\$ 3,125.00	Ar. Tax/Other:
10	Contact/Mail Information	State Transfer Tax	\$	\$ 3,125.00	
		County Transfer Tax	\$	\$ 6,250.00	
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Other	\$	\$	
		Other	\$	\$	
12	Assessment Information	District	Property Tax ID No. (1)	Grantor Liber/Folio	Man
		312090 & 326059	2572/137		
13	Assessment Use Only - Do Not Write Below This Line	Subdivision Name	Lot (3a)	Block(3b)	Sec/WAR(3c)
		Plat Ref.	SqFt/Acreage(4)		
14	REMARKS:	Location/Address of Property Being Conveyed (2)			
		14875 Cemetery Road, Cooksville, Md. 21723			
15	REMARKS:	Other Property Identifiers (if applicable)			
		Water Meter Account No.			
16	REMARKS:	Residential [X] or Non-Residential [] Fee Simple [X] or Ground Rent [] Amount			
		Partial Conveyance? [] Yes [X] No Description/Amt. of SqFt/Acreage Transferred:			
17	REMARKS:	If Partial Conveyance, List Improvements Conveyed:			
18	REMARKS:	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		John Dale Duncan		Paul S. Pappas	
19	REMARKS:	Jennifer R. Duncan		Cynthia R. Pappas	
20	REMARKS:	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
21	REMARKS:	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		Paul S. Pappas		Cynthia R. Pappas	
22	REMARKS:	New Owner's (Grantee) Mailing Address			
23	REMARKS:	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	
				National City Mortgage dba FNMC	
24	REMARKS:	Instrument Submitted By or Contact Person			
		Name: Performance Title Company			
25	REMARKS:	Firm: Performance Title Company			
		Address: 6200 Old Dobbin Lane Suite 150 Columbia, MD 21045			
26	REMARKS:	Phone			
		Return to Contact Person			
27	REMARKS:	Hold for Pickup			
		Return Address Provided			
28	REMARKS:	Assessment Use Only - Do Not Write Below This Line			
29	REMARKS:	Terminal Verification [] Agricultural Verification [] Whole [] Part [] Tran. Process Verification []			
30	REMARKS:	Transfer Number: 19 Date Received: 19			
		Deed Reference: Assigned Property No.:			
31	REMARKS:	Year: 19			
		Land: 19			
32	REMARKS:	Buildings: 19			
		Total: 19			
33	REMARKS:	Zoning: 19			
		Use: 19			
34	REMARKS:	Map: 19			
		Grid: 19			
35	REMARKS:	Parcel: 19			
		Ex. St. 19			
36	REMARKS:	Section: 19			
		Occ. Cd. 19			
37	REMARKS:	Block: 19			
		Lot: 19			
38	REMARKS:	Occ. Cd. 19			

Addendum
State of Maryland Land Instrument Intake Sheet
County: Howard

*The addendum form should be used when one transaction involves more than two instruments.
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

2	(Continued) Consideration and Fees	Consideration Amount/Recordation Fees	Doc. 3	Doc. 4	Doc. 5	Doc. 6
		Consideration, Including Assumed Indebtedness	\$	\$	\$	\$
		Recording Charge	\$ 20-	\$	\$	\$
		Surcharge	\$ 20-	\$	\$	\$
		State Recordation Tax	\$	\$	\$	\$
		State Transfer Tax	\$	\$	\$	\$
		County Transfer Tax (if Applicable)	\$	\$	\$	\$
		Other	\$	\$	\$	\$
		Total Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

6	(Continued) Transferred From	Doc. 3 - Grantor(s) Name(s) <i>Paul Pappas</i> <i>Cynthia Pappas</i>	Doc. 4 - Grantor(s) Name(s)
		Doc. 5 - Grantor(s) Name(s)	Doc. 6 - Grantor(s) Name(s)
		Doc. 3 - Owner(s) of Record, if Different from Grantor(s)	Doc. 4 - Owner(s) of Record, if Different from Grantor(s)
		Doc. 5 - Owner(s) of Record, if Different from Grantor(s)	Doc. 6 - Owner(s) of Record, if Different from Grantor(s)

7	(Continued) Transferred To	Doc. 3 - Grantee(s) Name(s) 	Doc. 4 - Grantee(s) Name(s)
		Doc. 5 - Grantee(s) Name(s)	Doc. 6 - Grantee(s) Name(s)

8	(Continued) Other Names To Be Indexed	Doc. 3 - Additional Names to be Indexed (Optional) <i>National City Mortgage</i>	Doc. 4 - Additional Names to be Indexed (Optional)
		Doc. 5 - Additional Names to be Indexed (Optional)	Doc. 6 - Additional Names to be Indexed (Optional)

9	(Continued) Special Instructions	Special Recording Instructions (if any)
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**DECLARATION OF DRIVEWAY
MAINTENANCE, UTILITY AND ACCESS EASEMENT**

THIS DECLARATION OF DRIVEWAY MAINTENANCE, UTILITY AND ACCESS EASEMENT is made as of this 20 day of May, 2010, by PAUL S. PAPPAS and CYNTHIA R. PAPPAS, hereinafter referred to as the Declarants.

- A. Paul S. Pappas and Cynthia R. Pappas are the fee simple owners of 14875 S. Cemetery Road (Tax ID # 04-312080) being described as Parcel 1 in a deed dated May 28, 2003 and recorded among the Land Records of Howard County in Liber No. 7299, folio 333.
- B. Paul S. Pappas and Cynthia R. Pappas are also the fee simple owners of Parcel 19 Cemetery Road (Tax ID # 04-326059) being described as Parcel 2 in a deed dated May 28, 2003 and recorded among the Land Records of Howard County in Liber No. 7299, folio 333.
- C. The Declarants desire and intend to establish an access easement for the use in common and mutual benefit of the Parcels as hereinafter stated, to specify which property has the benefit of said access easement and to provide for maintenance and control of said access easement.

NOW, THEREFORE, it is covenanted and agreed for the mutual benefit of Parcels as herein stated, the following access easement is hereby created, subject to all of the provisions of this Declaration of Driveway Maintenance, Utility and Access Easement.

1. **Creation of Easement.** The Declarants hereby create and establish the easement hereafter set forth in this section, and for the sole benefit of the Parcels designated herein.

a. Parcel 1 and 2 shall have the benefit of the use in common of a easement for Ingress, Egress, Maintenance, as described on a legal description as attached hereto as Exhibit 'A' and made a part hereof and further shown on a the 24' Private Use-In Common Access and Utility Easement Plan for The Pappas Property as attached hereto as Exhibit 'B' and made a part hereof.

2. **Use of Access Easement.** The access easement created by this document shall be used for the right to lay, construct and maintain sewers, drains, water pipes and other utilities, and for vehicular and pedestrian ingress and egress to the individual Parcels benefited thereby and shall be maintained as such. The parking or stopping of vehicles and the erection of buildings or other structures of any kind in, on or over any of the access easements are specifically prohibited. None of the owners of the Parcels shall be denied or prohibited access to and through the easement as long as such access does not infringe on the use and private enjoyment by the owners of the easement or their respective adjacent Parcels.

3. **Maintenance of Access Easements.**

a. **General Maintenance.** Access easements shall at all times be maintained in a safe, clean and orderly condition and in good repair. Such maintenance shall include, but shall not be limited to, removal of snow and ice, and the repair and replacement of the surface. The easement shall be maintained, free of trash and in proper condition, at all times by the owners of the Parcels. The responsibility for the cost and burden of maintenance and repairs shall be equally

shared between the owners of Parcels 1 and 2 unless repairs are required as a result of negligence of a particular party.

b. Responsibility for Maintenance. The responsibility for initiating action for any maintenance of the easement and/or the improvements thereon as described in Paragraph 3a. shall be borne equally by the Parcel Owners. All maintenance or improvements in addition to that described in Paragraph 3a. shall be determined by the agreement of the Owners of Parcels.

c. Payment of Maintenance Costs. The obligation to share in the costs of maintenance of the access easement shall constitute a binding personal obligation of each Parcel Owner benefited thereby; Each Parcel Owner shall contribute his proportionate share of the costs of such maintenance within fifteen (15) days after notice of the cost and the amount thereof. Such notice shall include copies of invoices substantiating the maintenance cost. Failure to contribute to maintenance costs as provided herein shall subject the Parcel of such defaulting Owner to a lien (enforceable in the same manner as a mortgage).

4. Indemnification and Individual Liability.

a. Indemnification. The Owner of each Parcel benefited by the access easement hereby indemnifies and defends the Owner of the other Parcel benefited by the access easement against and holds such other Parcel Owner harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property arising from or out of the construction, use, operation, maintenance or reconstruction of the access easement or any improvements thereto by such Owner, its agents, contractors, employees, servants or invitees.

b. Damage From Construction. Any and all damage to the access easement area occasioned by or in connection with any construction and/or any other activity by either Parcel Owner and/or any construction company, other agent and/or invitee of either Owner, shall be repaired by the Owner responsible therefore at his sole cost and expense and without contribution from the other Owner, and said expense shall constitute a lien upon the Parcel of the responsible party as described in Paragraph 3d. above.

5. Remedies.

a. Legal Action. Each Owner of a Parcel benefited by the access easement may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Agreement. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Agreement, including reasonable attorneys' fees and expenses, shall be assessed against the Owner of the Parcel against whom a decision is rendered.

b. Other Remedies. The legal actions specified herein are not intended to limit any parties' available remedies at law or in equity. Failure of any party to enforce this Agreement or to enforce any available remedy under this Agreement shall not constitute a waiver by that party of any right available to it upon future occurrence or continuance of the same or a different violation.

6. Utility Easement.

a. Access. Howard County, Maryland, a Municipality, and the United States Postal Service, or the agents of either, customarily collect trash and deliver mail, respectively, at the point where the access easement intersects the main roadway system. As an inducement to each of those governmental agencies or their agents to extend their respective service over the access easement, each of

those governmental agencies is hereby granted an easement over all of the access easement described herein to perform the above-described services in the agencies' sole discretion and at their option. This grant of access shall not imply any obligation on the part of either agency to exercise its option if it does not so choose.

b. Indemnification. The Owner of each Parcel benefited by the access easement hereby indemnifies and defends Howard County, Maryland, the United States Postal Service, and their respective agents against and holds all such parties harmless from any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property, including but not limited to physical damage to the surface of the access easement, arising from or out of the use of the access easement by agents of the above-described governmental agencies in the reasonable exercise of their duties, except for negligence on the part of Howard County, Maryland, the United States Postal Service and their respective agents.

7. Miscellaneous.

a. Benefit and Burden. The benefit and burden of the Maintenance Utility and Access Agreement hereby created shall run with and bind upon title to the Parcels designated herein and upon each Owner thereof from time to time.

b. Binding Effect. This Agreement and all easements, covenants, restrictions, and agreements hereunder shall be binding upon and shall inure to the benefit of the Owners of the Parcels, their respective personal representatives, successors and assigns. This Agreement shall create privity of contract in the State with and among the Owners of the Parcels and all grantees of all or any part of the Parcels, their personal representatives, successors and assigns.

c. Gender and Number. As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

d. Captions. The captions of this Agreement are inserted for convenience only and do not constitute a substantive portion of this Agreement.

e. Effective Lien. The lien provided for in Sections 3d. and 4b. hereof shall not be valid as against a bona fide purchaser (or bona fide lien or) of the Parcel in question unless a suit to enforce the same shall have been filed in a Court of record in Howard County prior to the recordation among the Land Records of Howard County of the Deed (or lien) conveying the Parcel in question to such purchaser (or subjecting the same to such lien).

f. Notices. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and hand delivered or sent, postage prepaid, by United States Registered or Certified Mail, return receipt requested, directed to the addressee thereof at his address appearing in the Real Estate Tax Assessments Records of Howard County with respect to the Lot owned by such addressee, or such other address as any party subject to this Agreement may designate to the sender of any such communication by notice given in accordance with this Section.

g. Jurisdiction. This Agreement shall be interpreted under the laws of the State of Maryland.



h. Modification. This Agreement may not be modified unless both owners of the Parcels agree on such modifications and any revised or modified easement is recorded in the Land Records of Howard County.

IN WITNESS WHEREOF, this Agreement of Driveway Maintenance, Utility and Access Easement has been duly executed as of the day and year first above written.

WITNESS the hands and seals:

WITNESS/ATTEST:

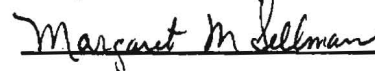
 
Paul S. Pappas

 
Cynthia R. Pappas

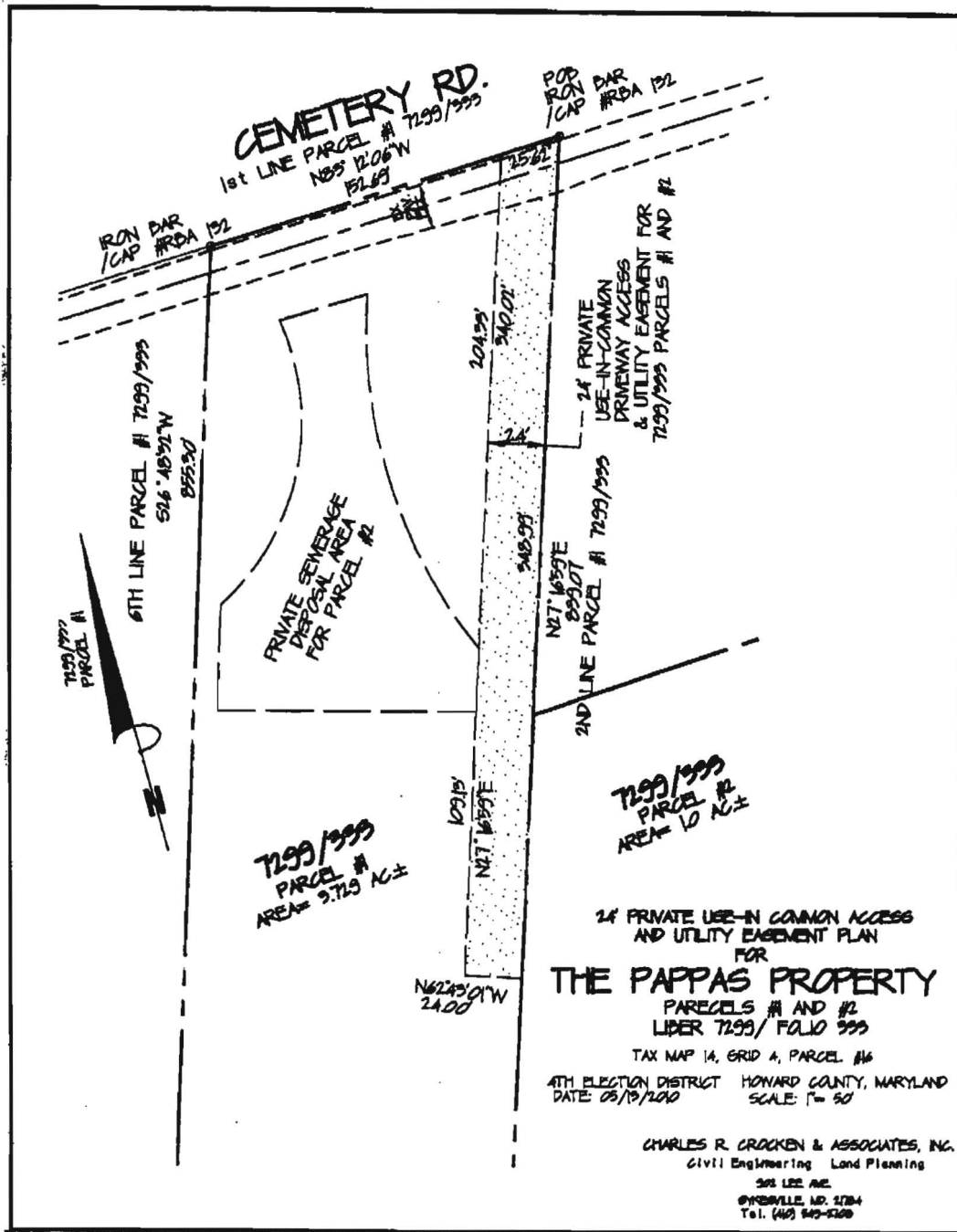
STATE OF MARYLAND, County of Montgomery to wit:

I HEREBY CERTIFY, that on this 20th day of MAY 2010, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Paul S. Pappas and Cynthia R. Pappas known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

 (SEAL)
Notary Public.

My Commission Expires: 10-01-10



EASEMENT

This Grant of Easement, made as of this 20 day of May, 2010 by PAUL S. PAPPAS AND CYNTHIA R. PAPPAS hereinafter referred to as the "Declarants", and MARION SARHY, hereinafter referred to as the "Contract Purchaser".

WHEREAS Declarant are the owners of certain real property situate in Howard County, Maryland, shown as Parcel 2, on Exhibit A attached hereto and incorporated herein; which property is more particularly described in a Deed dated May 28, 2003 and recorded among the Land Records of the aforesaid County in Liber No. 7299, folio 333 (hereinafter referred to as the "Servient Estate"); and

WHEREAS Declarant is the owner of that certain real property adjacent to the Servient Estate described as Parcel 1 as shown on Exhibit A attached hereto and incorporated herein; which property is more particularly described in a Deed dated May 28, 2003, and recorded among the Land Records of the aforesaid County in Liber No. 7299, folio 333 (hereinafter referred to as the "Dominant Estate") which property Marion Sarhy has contracted to purchase pursuant to a contract dated April 24, 2010 ("Contract Purchaser"); and

WHEREAS it is Declarant's intention to provide for the means of construction, installation, repair, maintenance, alteration, and operation of a septic field as well as an easement for purposes of performing maintenance on said septic field, on, in, through, over and across the Servient Estate for the use and benefit of the Dominant Estate.

WHEREAS Declarant desires to create, in perpetuity an easement for such purposes.

NOW THEREFORE, THIS DECLARATION WITNESSETH:

1. Declarants, for themselves, their successors and assigns, do hereby declare and create a perpetual easement for the installation, construction, maintenance, alteration and operation of a septic field and all related facilities and operations as well as an easement for ingress and egress over the within described area whenever it may be necessary for the purpose of installation, construction maintenance, alteration and inspection of the septic field. The area over which the easement is granted on Exhibit A attached hereto and entitled "Private Sewerage Disposal Easement", Fourth Election District, Howard County, Maryland (the "Easement Area") and the easement shall run to the benefit of the Dominant Estate and burden the Servient Estate and run with the Dominant Estate and bind the Servient Estate in perpetuity, or until such time as Dominant Estate is connected to public sewage.

2. At no time shall any permanent above-ground structure be erected on the Easement Area by the Declarant, or its respective successors and assigns.

CHARLES R. CROCKEN & ASSOCIATES, INC.

Civil Engineering and Land Planning

902 Lee Ave.

Sykesville, Maryland 21784

LEGAL DESCRIPTION OF A
"PRIVATE USE-IN-COMMON ACCESS AND UTILITY EASEMENT FOR
PARCELS 1 AND 2 OF LIBER 7299/ FOLIO 333
FOURTH ELECTION DISTRICT, HOWARD COUNTY, MARYLAND

BEING AN EASEMENT FOR INGRESS AND EGRESS AND MAINTENANCE FOR PARCELS 1 AND 2 OF THE CONVEYANCE FROM JOHN DALE DUNCAN AND JENNIFER R. DUNCAN TO PAUL S. PAPPAS AND CYNTHIA R. PAPPAS BY DEED DATED MAY 28, 2003 AND RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND IN LIBER 7299, FOLIO 333 MORE PARTICULARLY DESCRIBED AS NOW SURVEYED, IN THE MERIDIAN OF THE FIRST PARCEL OF SAID CONVEYANCE LIBER 7299, FOLIO 333; AS FOLLOWS.

BEGINNING FOR THE SAME AT A IRON BAR AND CAP (#RBA 132) FOUND ON THE NORTH SIDE OF CEMETERY ROAD ALSO BEING AT THE BEGINNING OF THE SECOND OR SOUTH 27°16'59" WEST - 860.90' LINE (AS NOW CORRECTED TO BE SOUTH 27°16'59" WEST - 839.07') OF THE FIRST PARCEL OF A CONVEYANCE FROM JOHN DALE DUNCAN AND JENNIFER R. DUNCAN TO PAUL S. PAPPAS AND CYNTHIA R. PAPPAS BY DEED DATED MAY 28, 2003 AND RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND IN LIBER 7299, FOLIO 333; THENCE, IN THE MERIDIAN OF SAID LIBER 7299, FOLIO 333; RUNNING WITH AND BINDING ON SAID SECOND LINE OF LIBER 7299, FOLIO 333 AND CROSSING OVER SAID CEMETERY ROAD

(1.) SOUTH 27°16'59" WEST- 348.99' TO A POINT; THENCE LEAVING SAID SECOND LINE AND RUNNING ACROSS OVER AND THROUGH THE SAID FIRST PARCEL OF LIBER 7229, FOLIO 333 THE FOLLOWING TWO COURSES AND DISTANCES

(2.) NORTH 62° 43'01" WEST- 24.00' TO A POINT; THENCE

(3.) NORTH 27° 16'59" EAST- 340.02' TO A POINT ON THE FIRST OR S 84°10'05"E - 152.63' LINE OF THE SAID FIRST PARCEL OF CONVEYANCE LIBER 7299, FOLIO 333; THENCE RUNNING WITH AND BINDING ON SAID FIRST LINE, AS NOW SURVEYED;

(4.) SOUTH 83° 12'06" EAST - 25.62' TO THE POINT OF BEGINNING; CONTAINING 0.1898 ACRES OR 8268.1398 SQUARE FEET MORE OR LESS.

EASEMENT

This Grant of Easement, made as of this 20 day of May, 2010 by PAUL S. PAPPAS AND CYNTHIA R. PAPPAS hereinafter referred to as the "Declarants", and MARION SARHY, hereinafter referred to as the "Contract Purchaser".

WHEREAS Declarant are the owners of certain real property situate in Howard County, Maryland, shown as Parcel 2, on Exhibit A attached hereto and incorporated herein; which property is more particularly described in a Deed dated May 28, 2003 and recorded among the Land Records of the aforesaid County in Liber No. 7299, folio 333 (hereinafter referred to as the "Servient Estate"); and

WHEREAS Declarant is the owner of that certain real property adjacent to the Servient Estate described as Parcel 1 as shown on Exhibit A attached hereto and incorporated herein; which property is more particularly described in a Deed dated May 28, 2003, and recorded among the Land Records of the aforesaid County in Liber No. 7299, folio 333 (hereinafter referred to as the "Dominant Estate") which property Marion Sarhy has contracted to purchase pursuant to a contract dated April 24, 2010 ("Contract Purchaser"); and

WHEREAS it is Declarant's intention to provide for the means of construction, installation, repair, maintenance, alteration, and operation of a septic field as well as an easement for purposes of performing maintenance on said septic field, on, in, through, over and across the Servient Estate for the use and benefit of the Dominant Estate.

WHEREAS Declarant desires to create, in perpetuity an easement for such purposes.

NOW THEREFORE, THIS DECLARATION WITNESSETH:


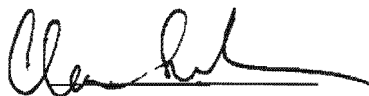
1. Declarants, for themselves, their successors and assigns, do hereby declare and create a perpetual easement for the installation, construction, maintenance, alteration and operation of a septic field and all related facilities and operations as well as an easement for ingress and egress over the within described area whenever it may be necessary for the purpose of installation, construction maintenance, alteration and inspection of the septic field. The area over which the easement is granted on Exhibit A attached hereto and entitled "Private Sewerage Disposal Easement", Fourth Election District, Howard County, Maryland (the "Easement Area") and the easement shall run to the benefit of the Dominant Estate and burden the Servient Estate and run with the Dominant Estate and bind the Servient Estate in perpetuity, or until such time as Dominant Estate is connected to public sewage.

2. At no time shall any permanent above-ground structure be erected on the Easement Area by the Declarant, or its respective successors and assigns.

3. Declarant, its successors and assigns, shall have the right and privilege of entering upon the Servient Estate, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain the septic fields, provided, however, that the ground shall be restored and left in good condition at the completion of such work, to the reasonable satisfaction of the owner of the Servient Estate.
4. Contract Purchaser executes this Easement to acknowledge its understanding as to the agreements as set forth above and to bind the Dominant Estate in which it has equitable title.
5. This Easement constitutes a mutual covenant running with the land, and all successive future owners of each of the Dominant Estate and Servient Estate have the same right to invoke and enforce its provisions as the original signers hereof.

IN TESTIMONY WHEREOF, the parties have signed this Easement under seal, as of this 20th day of MAY, 2010.

WITNESS:

DECLARANTS:

 (SEAL)
Paul S. Pappas

 (SEAL)
Cynthia R. Pappas

CONTRACT PURCHASER

Marion Sarhy (SEAL)

State of Maryland,

County of MONTGOMERY

I HEREBY CERTIFY, That on this 20th day of MAY 2010, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Paul S. Pappas and Cynthia R. Pappas are known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

Margaret M. Sellman
Notary Public

My Commission Expires: 10-01-10

State of Maryland,

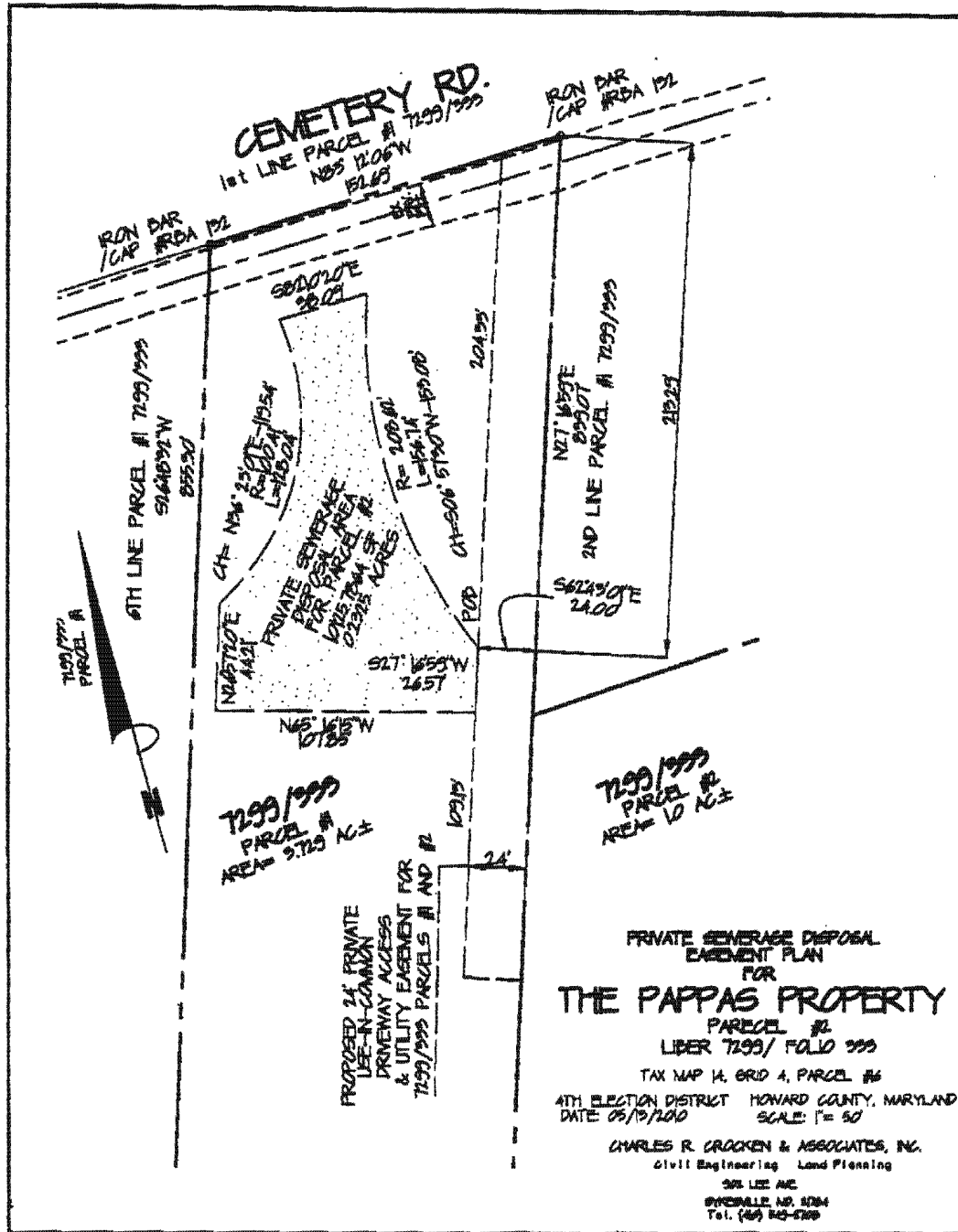
County of

I HEREBY CERTIFY, That on this _____ day of _____ 2010, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Marion Sarhy he/she is known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

Notary Public

My Commission Expires:





CHARLES R. CROCKEN & ASSOCIATES, INC.

Civil Engineering and Land Planning

902 Lee Ave.

Sykesville, Maryland 21784

LEGAL DESCRIPTION OF A
"PRIVATE SEWERAGE DISPOSAL AREA" FOR PARCEL 2 OF
LIBER 7299/ FOLIO 333
FOURTH ELECTION DISTRICT, HOWARD COUNTY, MARYLAND

BEING A EASEMENT FOR PRIVATE SEWERAGE DISPOSAL AND MAINTENANCE FOR PARCEL 2 OF THE CONVEYANCE FROM JOHN DALE DUNCAN AND JENNIFER R. DUNCAN TO PAUL S. PAPPAS AND CYNTHIA R. PAPPAS BY DEED DATED MAY 28, 2003 AND RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND IN LIBER 7299, FOLIO 333 MORE PARTICULARLY DESCRIBED AS NOW SURVEYED, IN THE MERIDIAN OF THE FIRST PARCEL OF SAID CONVEYANCE LIBER 7299, FOLIO 333; AS FOLLOWS.

BEGINNING FOR THE SAME AT A POINT DISTANT SOUTH 27°16'59"WEST -213.29' AND NORTH 62°43'01"W-24.00' FROM A IRON BAR AND CAP (#RBA 132) FOUND ON THE NORTH SIDE OF CEMETERY ROAD AND BEING AT THE BEGINNING OF THE SECOND OR S 27°16'59"W -860.90' LINE (AS NOW CORRECTED TO BE SOUTH 27°16'59"WEST - 839.07') OF THE FIRST PARCEL OF A CONVEYANCE FROM JOHN DALE DUNCAN AND JENNIFER R. DUNCAN TO PAUL S. PAPPAS AND CYNTHIA R. PAPPAS BY DEED DATED MAY 28, 2003 AND RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND IN LIBER 7299, FOLIO 333 THENCE RUNNING OVER AND ACROSS SAID FIRST PARCEL THE FOLLOWS COURSES AND DISTANCES;

(1.) SOUTH 27°16'59"WEST- 26.57' TO A POINT; THENCE

(2.) NORTH 65°16'15" WEST-107.85' TO A POINT THENCE;

(3.) NORTH N 26°57'20"E - 44.21' TO A POINT THENCE;

(4.) BY A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.41' AN ARCLNGTH OF 128.04' AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N36°23'01"E-119.54' TO A POINT THENCE;

(5.) SOUTH 82°10'20"EAST-38.09' TO A POINT THENCE;

(6.) BY A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 208.62', AN ARCLNGTH OF 156.74' AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S06°57'30"W-153.08' TO THE POINT OF BEGINNING; CONTAINING 0.2325 ACRES OR 10125.7864 SQUARE FEET MORE OR LESS.

Parcel I.D. #0-4-326059

RECD FEE 19.50
 RECORD TAX 125.00
 CNTY TAX 250.00
 STAT TAX 125.00
 SURCH 5.00

THIS DEED

MADE this 19th day of February, 1993, by and between **RONA M. RANDALL, WANITA WEEDEN LYLES** (formerly known of record as Wanita Weeden), **RAYMOND RANDALL, JR.** and **CHARLENE RANDALL**, party(ies) of the first part and **JOHN DALE DUNCAN** and **JENNIFER R. DUNCAN**, his wife, party(ies) of the second part:

WHEREAS, by virtue of that certain Deed dated March 25, 1953 and recorded in Liber M.W.B. No. 242 at folio 100, fee simple title to the hereindescribed property was acquired by Raymond F. Randall and Rona M. Randall, his wife, as tenants by the entirety.

WHEREAS, the said Raymond F. Randall and Rona M. Randall subsequently divorced in Howard County, Maryland, and a tenancy in common with respect to the hereindescribed property was created.

WHEREAS, the said Raymond F. Randall died intestate on October 7, 1970 in Howard County, Maryland and his estate was administered in Estate #8-3371-295, in which the decedent's mother, Alma Randall, was appointed Personal Representative under the provisions of Article 93, Section 9-105 of the Public General Laws of the State of Maryland.

WHEREAS, by virtue of that certain Deed dated December 14, 1972 and recorded in Liber 621 at folio 610, the said Alma Randall as Personal Representative of the Estate of Raymond Randall, deceased, conveyed to Wanita Weeden and Raymond Randall, Jr., each a one-fourth undivided interest in the hereindescribed property.

WHEREAS, the said Charlene Randall was not named as an heir in the aforementioned estate proceedings, although she is surviving issue of the said Raymond F. Randall, deceased.

WHEREAS, the said Charlene Randall joins in the execution of the within Deed for purposes of conveying all her right, title and interest in and to the hereindescribed property by virtue of her being surviving issue of the said Raymond F. Randall, deceased.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party(ies) of the

RECEIVED

FEB 25 1993

State Dept. of Assessments and Taxation - Howard County

State Department of Assessments & Taxation for Howard County

HO CIRCUIT COURT (Land Records) [MSA CE 53-2777] MDR 2692, 40. 0164

Agricultural Transfer Tax in the Amount of \$ 10.00 Signature [Signature]

ON ASSASSMENTS CERTIFICATE
 Coll. of Taxes for
 County, Md. by 2/25/93
 This statement is for
 e of petitioning
 n guarantee against further
 n even for prior periods, nor
 guarantee satisfaction of
 24-326059

first part do(es) grant and convey unto the party(ies) of the second part, their heirs and assigns, in fee simple as tenants by the entirety, the following described land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in Howard County, Maryland, namely:

BEGINNING for the same at the beginning of the tract of which this is a part, and running on a part of the first line, with courses conforming to the deed dated June 22nd, 1944 from Edward M. Dorsey and Carrie Dorsey, his wife, to Albert C. Dorsey and Mary G. Dorsey, his wife, recorded among the Land Records of said Howard County in Liber B.M., Jr., No. 182, folio 54, (1) South eighty-one and one-quarter degrees East two hundred three and one-half feet, to a pipe; thence (2) South thirty degrees West two hundred twenty-nine feet, to intersect the third line of the tract of which this is a part; and on a part of said line, (3) North eighty-one and one-quarter degrees West two hundred three and one-half feet; thence with the fourth line, (4) North thirty degrees East two hundred twenty-nine feet, to the place of beginning; containing one acre of ground, more or less.

the premises thereon being known as VACANT LAND.


BY EXECUTION of this deed, the party(ies) of the first part hereby certify(ies) under the penalties of perjury that the actual consideration paid, or to be paid, including the amount of any mortgage or deed of trust outstanding, is in the sum total of \$25,000.00.

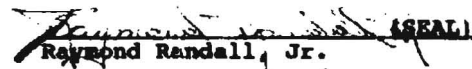
SUBJECT to all easements, covenants and restrictions of record.

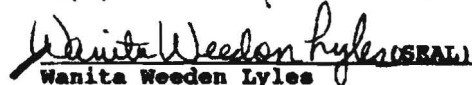
AND the said party(ies) of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

 (as to all)

 (SEAL)
Rona M. Randall

 (SEAL)
Raymond Randall, Jr.

 (SEAL)
Wanita Weeden Lyles

 (SEAL)
Charlene Randall

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY that on this 19th day of February, 1993, before the undersigned officer, a Notary Public in and for the state and county aforesaid, personally appeared RONA M. RANDALL, WANITA WEEDEN LYLES (formerly known as Wanita Weeden), RAYMOND RANDALL, JR. and CHARLENE RANDALL, personally well known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument bearing date of February 19, 1993 and did acknowledge that they executed the same for the purposes therein contained.

WITNESS my hand and official seal.


Notary Public

My commission expires: _____

NANCY R. MCNEALY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 1993

I hereby certify that the within instrument was prepared under the supervision of DONALD B.W. MESSENGER, an attorney admitted to practice before the Court of Appeals of the State of Maryland.


NANCY R. MCNEALY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 1993

GRANTORS ADDRESS: _____

GRANTEES ADDRESS: 14875 Cemetery Rd., Cookeville, Maryland 21723

TITLE INSURER: Ticor Title Insurance Company

AFTER RECORDING, RETURN TO:

MESSENGER & ASSOCIATES, P.A.
4743 Sellman Road
Beltsville, Maryland 20705

ENVIRONMENTAL
ENVIRONMENTAL

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