



Howard County
Health Department

Bureau of Environmental Health
7178 Gateway Drive Columbia, MD 21046
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

Maura J. Rossman, M.D., Health Officer

RECEIPT DATE: 6/19/13

ONSITE SEWAGE DISPOSAL SYSTEM

P 54570

INSTALLATION

APPROVAL DATE: 8/20/13 (KW)

**PERMIT
CONSTRUCTION**

A

PROPERTY ADDRESS: 13358 Triadelphia Road

SUBDIVISION: Triadelphia Farms

LOT: 13-C TAX ID: _____

CONTRACTOR: South Carroll Backhoe Inc.

EMAIL: Scbackhoe@comcast.net

CONTRACTOR ADDRESS: 4410 Salem Bottom Road, Westminster, MD 21157

PHONE: 410-596-3618

PROPERTY OWNER: Ryan and Heather Johnson

EMAIL: _____

OWNER ADDRESS: 13360 Triadelphia Road

PHONE: _____

BAT UNIT MODEL: Hoot BNR

BAT UNIT SIZE: 600

PUMP CHAMBER CAPACITY (GALLONS): 1500

PUMP SIZE: _____

NUMBER OF BEDROOMS: 5

HOUSE SQ. FT. 6,500

APPLICATION RATE: 1.2

DISTRIBUTION SYSTEM: GRAVITY FED ☒

LOW PRESSURE DOSED ☐

* Due to Ground
H2O Vibration field

TRENCHES:	LINEAR FEET REQUIRED: <u>94'</u>	INLET DEPTH: <u>2</u>
	TRENCH WIDTH: <u>2</u>	MAXIMUM BOTTOM DEPTH: <u>5</u>
	MINIMUM SPACE BETWEEN TRENCHES: <u>10</u>	EFFECTIVE AREA BEGINNING DEPTH: <u>2.5</u>
LOCATION:	PER APPROVED SITE PLAN. SEWAGE DISPOSAL AREA AND BAT UNIT LOCATION MUST BE STAKED BY LICENSED SURVEYOR PRIOR TO PRE-CONSTRUCTION INSPECTION.	
NOTES:	Set BAT unit and pump tank per plan. Set distribution box per plan. Install 2 x 47' trenches Wood barn to be removed from SDA of lot 13-B prior to Environmental Sanitarian approval of this installation permit.	

ISSUED BY: Robert Bricker

ISSUE DATE: 6-18-13

EXPIRATION DATE: 6/19/14

NOTE: CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION INSPECTION PRIOR TO BEGINNING ANY INSTALLATION

NOTE: CONTRACTOR MUST SCHEDULE AN INSPECTION AND GAIN APPROVAL OF ALL COMPONENTS PRIOR TO COVERING

NOTE: STONE MUST BE APPROVED BY HEALTH DEPARTMENT AND GRAVEL TICKET MUST BE AVAILABLE FOR REVIEW.

NOTE: WATERTIGHT SEPTIC TANKS REQUIRED

NOTE: ALL PARTS OF SEPTIC SYSTEM SHALL BE AT LEAST 100 FEET DOWNGRADE FROM ANY WATER WELL

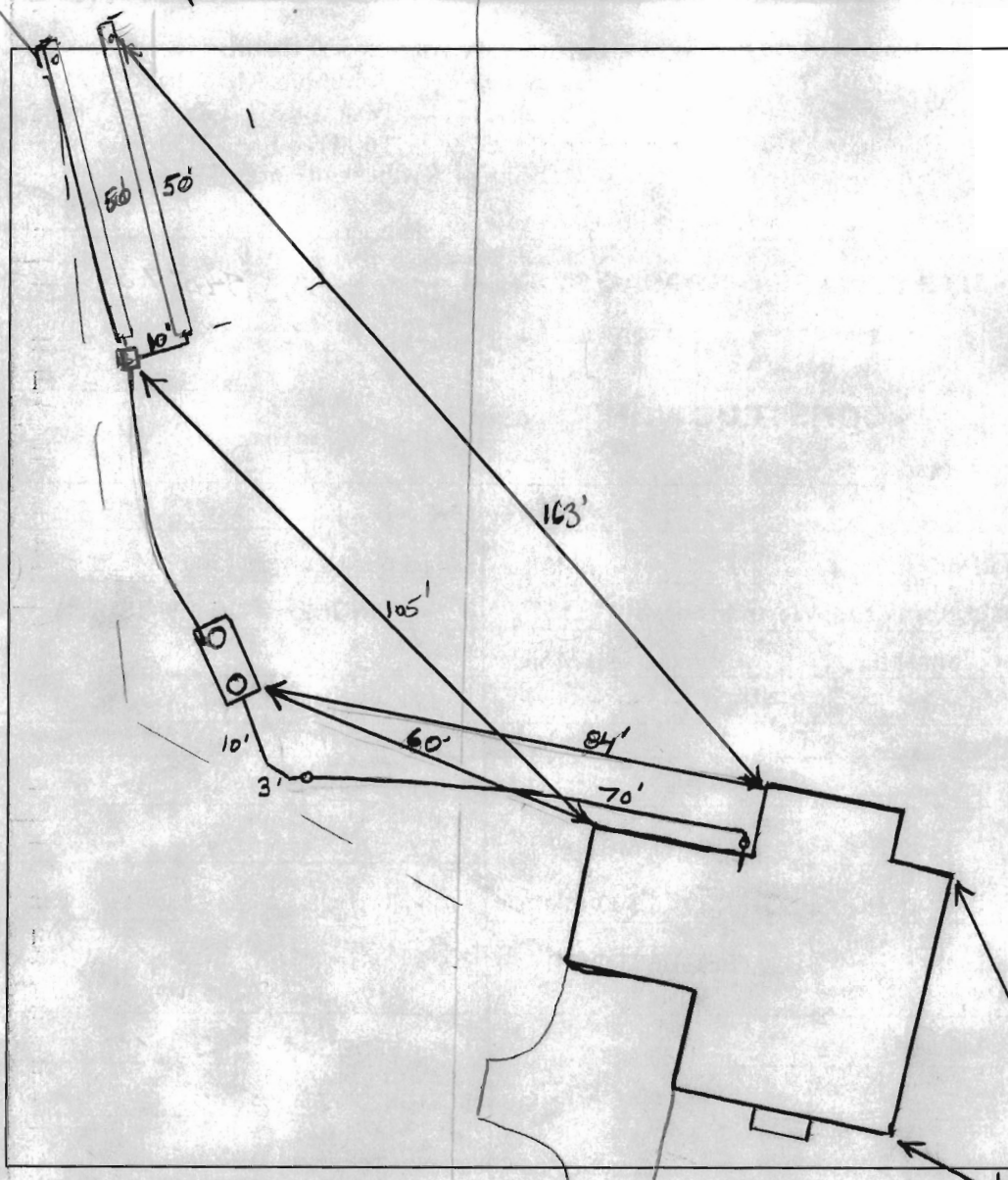
NOTE: MANHOLE RISERS REQUIRED ON ALL SEPTIC TANKS AND PUMP CHAMBERS

NOTE: AN ELECTRICAL PERMIT IS REQUIRED FOR INSTALLATION OF ANY ELECTRICAL COMPONENTS OF THE SYSTEM

**NEITHER THE HOWARD COUNTY COUNCIL NOR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE
SUCCESSFUL OPERATION OF ANY SYSTEM.**

PERMITTEE RESPONSIBLE FOR OBTAINING FINAL APPROVAL ON THIS PERMIT.

CALL 410-313-1771 TO SCHEDULE INSPECTIONS.



TRENCH/DRAINFIELD DATA
(If Installed/Needed)

WIDTH	INLET	BOTTOM
8'	2'	5'

NUMBER OF TRENCHES 2

TOTAL LENGTH 100

ABSORPTION AREA 800'+SW

DIST. BOX LEVEL Yes

DIST. BOX BAFFLE 90° elbow

DIST. BOX PORT Yes

HOOT 600 GPD BNR SYSTEM
BAY RESTORATION FUND

MANUFACTURER Mayer Bros

CAPACITY 600 BNR GAL

SEAM LOCATION Top

TANK LID DEPTH _____

FRONT BAFFLES Yes

MANHOLE LOC Front/Rear

6" PORT LOC None

WATERTIGHT TEST OK in field

AERATOR FUNCTIONING _____

ALARM FUNCTIONING _____

DATE ON LID _____

6/24/13 Very wet site. House foundation set w/ relief trench dug out for ground H₂O. Perc holes 602, 603 and 609 looked @ very closeby. Set tank per approved plan. Contour run's how shown on approved plan. May need to shallow trenches. Came back to site (pm) tank hole dug, rock and H₂O @ 7.5' (KW)

6/25/13 Phone call from contractor, made decision to shallow both trenches 1 foot. (KW)

6/25/13 (pm) Hoot tank set. SHC made. Top trench started. Lid on Hoot tank shifted during installation. Rep's to come on-site to re-set lid. (KW)

6/26/13 Hoot lid re-set and sealed. No pump, compressor or electric installed. Trenches installed. OK to cover all work. Need successful startup of BAT unit. (KW)

6/27/13 Well line insp. approved. (KW) 8/20/13 Start-up cert. received.

FINAL INSPECTOR K. Wolf DATE OF APPROVAL 8-20-13

GENERAL NOTES:

- 1) THIS LOCATION DRAWING IS PREPARED FOR THE BENEFIT OF THE CLIENT SIGNING THE HOUSE LOCATION SURVEY APPROVAL FORM INsofar AS IT IS REQUIRED BY A LENDER OR TITLE INSURANCE COMPANY OR ITS AGENTS IN CONNECTION WITH THE CONTEMPLATED TRANSFER, FINANCING OR REFINANCING OF THE PROPERTY SHOWN HEREON. UNLESS INDICATED AS BEING A BOUNDARY SURVEY, THIS LOCATION DRAWING IS NOT INTENDED FOR USE IN THE ESTABLISHMENT OF PROPERTY LINES AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OR LOCATIONS OF FENCES, GARAGES, BUILDINGS OR OTHER EXISTING OR FUTURE IMPROVEMENTS. AS A RESULT, THIS LOCATION DRAWING DOES NOT PROVIDE FOR ACCURATE IDENTIFICATION OF PROPERTY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING FOR RE-FINANCING.
- 2) SUBJECT PROPERTY IS SHOWN IN ZONE C ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP OF HOWARD COUNTY, MARYLAND, COMMUNITY PANEL No. 2400440042-B EFFECTIVE DEC. 4, 1986.
- 3) THE OFFSETS FROM BUILDING LINE TO PROPERTY LINE AS SHOWN ON THE PLAT HEREON ARE TO AN ACCURACY OF PLUS OR MINUS 0.5' (+/-)
- 4) NO TITLE REPORT FURNISHED. SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND CONDITIONS OF RECORD.
- 5) PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROPERTY LINE SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 339, EXPIRATION DATE 10/04/2014.
- 6) BUILDING PERMIT #B-13001260
- 7) SUBJECT TO AND TOGETHER WITH TWO (2) 60 FOOT RIGHTS-OF-WAY FOR THE PURPOSE OF INGRESS AND EGRESS FROM THE LOT TO TRIADAPLHIA ROAD.
- 8) PARTIAL CERTIFICATE OF SATISFACTION (LIBER 14494, FOLIO 099)
- 9) OPERATION AND MAINTENANCE AGREEMENT FOR AN ON SITE SEWAGE DISPOSAL SYSTEM HAVING AN ADVANCED PRE-TREATMENT SYSTEM (14780/067)
- 10) DECLARATION OF DRAIN FIELD LOCATION, ACCESS AND MAINTENANCE EASEMENT (14780/050)
- 11) DECLARATION OF SHARED INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (14780/040)
- 12) DECLARATION OF DRAINAGE AND UTILITY INGRESS AND EGRESS AND MAINTENANCE EASEMENT (14780/040)



MAYER BROS., INC.

Precast Concrete Products

6264 Race Rd. Elkridge, MD 21075

Letter of Satisfaction Hoot System Installation

Address of Property: 13358 Triadelphia Rd
ELLICOTT CITY MD 21042

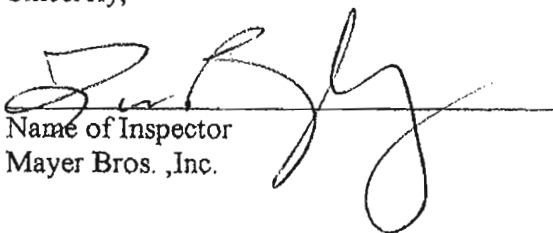
Date of Final Inspection: 8-14-13

Installer: SOUTH CARROLL BALKHAR

Hoot Technician/Inspector: LEE PUMPHREY

I hereby certify that the Hoot system installed at the property listed above has been installed according to proper Hoot installation practices. I have also verified the startup of the system and it is in proper working order.

Sincerely,


Name of Inspector
Mayer Bros., Inc.

PH: 410-796-1434

FX: 410-796-1438

WBE
NPCA Certified Plant

mayerbro@connext.net
www.mayerbrosprecast.com

Grease Interceptors, Grease Solutions, Aerobic Treatment Units, Septic Tanks, Holding Tanks, Storm Water Structures, Hydroceptors, Bench Barrier, Water Meter Vaults, Sectional Valve Vaults, Top Slabs, Curb Heads, Curb Bumpers, PermEntry Basement Entries, Scapewell Window Wells, Custom Precast Products

**AGREEMENT AND EASEMENT FOR INSTALLATION
OF BEST AVAILABLE TECHNOLOGY SYSTEMS
WITH BAY RESTORATION FUNDS.**

THIS AGREEMENT is made this 13th day of JUNE, among HOWARD & HEATHER JIMSON
hereinafter referred to as "Owner," the Howard County Health Department hereinafter collectively
referred to as the "County," and the Department of the Environment, hereinafter referred to as the
"Department."

WHEREAS, Owner owns a tract of land located on 13358 TREADELPHIA RD, in the
Election District of Howard County, Maryland, and the deed to same is recorded among the Land
Records of Howard County, Maryland, in _____ and in Liber _____
Folio _____.

WHEREAS, the Bay Restoration Fund (BRF) may provide a grant for the cost attributable to upgrading an
onsite sewage disposal system to the Best Available Technology (BAT) for the removal of nitrogen.

WHEREAS, the BRF may also provide a grant for the cost difference between a traditional onsite sewage
disposal system and a system that utilizes the BAT for the removal of nitrogen.

WHEREAS, Owner understands that participation in the Bay Restoration Fund is voluntary.

NOW, THEREFORE, the parties hereto agree as follows:

- A. Owner hereby grants to the Department and the County the right to enter upon the property at
any reasonable time for access to the system to make periodic inspections and the Owner
agrees to provide any information and data requested and needed by the Department to
develop accurate and thorough test results.
- B. Owner acknowledges and agrees that a manufacturer-approved installer will install the BAT
system.

- C. Owner acknowledges and agrees the manufacturer will provide for Operation and Maintenance of the BAT for a period of 5 years as a condition of sale of the BAT. After the 5 year period the Operation and Maintenance contract can be further extended at the behest of the property owner. The Department and County encourage the property owner to continuously maintain an Operation and Maintenance contract during the lifetime of the system.
- D. Owner acknowledges and agrees that the manufacturer appointed Operation and Maintenance provider will have access to the BAT system at all times.
- E. Owner acknowledges and agrees that the manufacturer or manufacturers designee will have access to sample the effluent of the BAT system. Owner acknowledges and agrees that the proposed installation of a BAT system funded by the BRF is voluntary. Owner agrees that there shall be no liability on the part of the County or Department to Owner if this BAT system fails, and that the County and the Department do not warrant or guarantee that the BAT system will adequately or properly function.
- F. Owner acknowledges and agrees that neither the County nor the Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system approved by them.
- G. The Owner will devote such care and effort to the maintenance of the BAT system so that any malfunction is not the result of poor maintenance, faulty operation, or neglect.
- H. The Canaan Valley Institute agrees to grant \$^{100% of cost up to \$13,000} toward the cost of installation of the BAT system, and financial responsibility is limited to this amount. Operating costs will be at the Owners expense.
- I. The Owner acknowledges that the BRF grant can only be used for that portion of the OSDS attributable to (BAT) for the removal of nitrogen.

- J. Owner acknowledges in the event the total project cost is greater than \$25,000 the proposal will have to be approved by the Maryland State Board of Public Works.
- K. The Owner agrees to contact both the Water Management Administration, On-Site Systems Division of the Wastewater Permits Program and the County at least forty-eight (48) hours prior to system installation, so that the Department has the opportunity to be present at the time of installation or thereafter for inspection.
- L. The Owner must install BAT system according to the manufacturer recommended plans and specifications approved by the Department.
- M. The Owner agrees and acknowledges that if installation deviates substantially from the approved plans or changes such that performance of the system is compromised or reduced, BRF funding will not be provided.
- N. This agreement shall run with the land and binds the Owner, his heirs, successors, assigns except that the provisions of paragraph A, C, D and E shall be binding for a period of 5 years only after installation of the system and occupation of the home. Owner further agrees that he shall inform in writing any purchaser or lessee of the property that the system may require maintenance or other attention. The Owner agrees to record this agreement in the land records of __Howard__ County.
- O. This agreement shall not be construed to limit any authority of the Department to protect the public health, safety or comfort or to issue any other orders to take any other action that is now or may hereafter be within its authority.
- P. This agreement may be voided at the discretion of the Department if the system construction is not completed within six (6) months of the effective date of this agreement.
- Q. This agreement contains the entire agreement and understanding between the County and the Owner and the Department. There are no additional terms other than as contained in this

agreement. This agreement may not be modified except in writing signed by each of the parties or by their authorized representatives.

R. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated

above.

DATE: 6/18/13

Heather Johnson
Owner

DATE: 6/18/13

Michael J. Davis
Howard County Health Department



Bureau of Environmental Health
7178 Columbia Gateway Drive, Columbia, MD 21046-2147
Main: 410-313-2640 | Fax: 410-313-2648
TDD 410-313-2323 | Toll Free 1-866-313-6300
www.hchealth.org
Facebook: www.facebook.com/hocohealth
Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

OPERATION AND MAINTENANCE AGREEMENT
FOR AN ON-SITE SEWAGE DISPOSAL SYSTEM
HAVING AN ADVANCED PRE-TREATMENT SYSTEM

THIS AGREEMENT is made this 5th day of MARCH 2013, among
Ryan / Heather / Deborah, hereinafter collectively referred to as
"Owner", and the Howard County Health Department hereinafter referred to as the
"County".

WHEREAS, Owner is the owner or contract owner of a parcel of land located at
13358 TRACELPHEA RD, EIGHTH CT, MD 20712, in the 3rd Election District of Howard
County, Maryland, and the deed to same is recorded or shall be recorded among the Land
Records of Howard County, Maryland in Liber 14494 Folio 99 (PARTIAL DEED)

WHEREAS, The Lot is suitable for the installation of a conventional on-site sewage
disposal system with an advanced pre-treatment system, utilizing best available
technology to perform nitrogen reduction, in accordance with the Code of Maryland
Regulations 26.04.02.07, effective January 1, 2013.

NOW, THEREFORE, the parties hereto agree as follows:

A. Owner hereby grants to the County the right to enter upon the Lot at any reasonable
time for access to the system to make periodic inspections and the Owner agrees to
provide any information and data in Owner's possession reasonably requested and
needed by the County to develop accurate and thorough test results.

B. Owner acknowledges and agrees that neither the County nor any of its agents or
employees, either officially or individually, underwrites the operation of any system
approved by them.

C. The Owner will devote reasonable care and effort to the operation and maintenance of
the system in perpetuity or until a public sewer connection is made so that a system
malfunction is not the result of poor maintenance, faulty operation, or neglect.

D. The Owner agrees to enter into a contract reasonably acceptable to the Owner and the
County with a private entity to operate and maintain on a regularly scheduled basis an
approved advanced pre-treatment system. The owner shall supply a copy of the contract
to the County when it is renewed or altered.

E. This agreement shall run with the land and upon Owner's taking title to the Lot shall
bind the Owner, their heirs, successors, and assigns to the provisions of the agreement as

3/22/2013 01:51:PM Csh 0044 Reg 0047
T/Ref 0047054923 Grp 000001 R/Lne 000004
01 - Main Location
\$0.00
Validation Number: 0047-058556
1000000000-1300-40910-1300000000-999999
9999999999
Parcel Number: 2113213
Doc Type: Easement
Consideration Amount: \$0.00

long as the property is in existence and after installation of the system. Owner further agrees that they shall inform in writing any subsequent purchaser or lessee of the Lot that the system shall require maintenance or other attention. Upon taking title to the Lot, the Owner agrees to cause this agreement to be recorded in the Land Records of Howard County and assure that it becomes part of the Deed for the subject property in order that prospective buyers may be aware of the special conditions affecting this property.

F. This agreement shall not be construed to limit any authority of the County to protect the public health, safety or comfort or to issue any other orders to take any other action which is now or may hereafter be within its authority.

G. This agreement may be voided at any time at the discretion of the County.

H. This agreement contains the entire agreement and understanding between the County and the Owner. There are no additional terms other than as contained in this agreement. This agreement may not be modified, except in writing signed by each of the parties or by their authorized representatives.

I. The laws of the State of Maryland govern the provisions of all transactions pursuant to this agreement.

J. Owner acknowledges and agrees that interior renovations to increase the number of bedrooms or an increase in living space shall not be permitted without approval from the County.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the date indicated above.

Ryan Johnson 3/5/13
Owner Date

RYAN Johnson

Beet Nifon 3/12/13
Howard County Health Department

Heather Johnson 3/5/13
Owner Date

Heather Johnson

IMP FD SURE \$	40.00
RECORDING FEE	20.00
TOTAL	60.00
Reg# H003	Rcpt # 29730
WAR KMC	Blk # 534
Mar 22, 2013	01:52 PM

DECLARATION OF DRAIN FIELD LOCATION, ACCESS AND MAINTENANCE**EASEMENT****(Lots 13B and 13C Johnson Property)**

Parcel Number: 2113213

Type: Easements

Consideration Amount: \$0.00

THIS DECLARATION OF DRAIN FIELD LOCATION, ACCESS AND MAINTENANCE EASEMENT (Lots 13B and 13C Johnson Property) ("Declaration") is made this 20th day of MARCH, 2013, by RYAN K. JOHNSON and HEATHER L. JOHNSON, Maryland residents (collectively, the "Declarant").

WHEREAS, the Declarant is the fee simple owner of those Lots known as Lot 13B (13360 Triadelphia Road) ("Lot 13B") and Lot 13C (13358 Triadelphia Road) ("Lot 13C"), by virtue of that Deed dated November 10, 2011, and recorded among the Land Records of Howard County in Liber 13582, folio 293 *et seq.*, by and between William H. Hildebrandt and Mabel A. Quinto, Grantors, unto Ryan K. Johnson and Heather L. Johnson, Grantees; and

WHEREAS, this Declaration is intended to create a drain field easement ("Drain Field Easement"), described herein and as more particularly described and shown on Schedule A, attached hereto and incorporated herein; and

WHEREAS, the Declarant desires to establish the Drain Field Easement; and

WHEREAS, the Drain Field Easement is not to be maintained by Howard County or by any association, but is to be maintained by the Owner of Lot 13C.

NOW, THEREFORE, the Declarant hereby declares that the Lots shall be hereafter held, sold and conveyed subject to the covenants hereinafter set forth, which are for the purposes of providing (i) ingress and egress to, from and between Lot 13C and the Drain Field Easement located on Lot 13B, (ii) to establish the area of the Drain Field Easement, (iii) to establish covenants relative to the Drain Field Easement, and (iv) to establish installation, construction, maintenance, repair and replacement obligations relative to the Drain Field Easement, which covenants shall run with the land and shall be binding upon all parties, their heirs, personal representatives, successors and assigns, having any right, title or interest in the Lots, and shall inure to the benefit and/or burden, as applicable, to each Owner of the Lots and their respective heirs, personal representatives, successors, assigns, tenants, guests, and invitees.

1. **Recitals.** The Recitals above shall be incorporated herein as if fully set forth.

2. **Easement.** The Declarant hereby declares and establishes a non-exclusive easement in perpetuity in, on, under, through, over, under and across Lot 13B, including without limitation, the Drain Field Easement located on Lot 13B for the benefit of Lot 13C and the Owner of Lot 13C for the purposes of locating and accessing as well as use of the Drain Field Easement for its intended purposes.

3. **Costs and Expenses.** The Owner of Lot 13C shall pay all costs and expenses of construction and maintenance of the residential septic system.

4. **Construction and Maintenance.** The Owner of Lot 13C shall construct and maintain the residential septic system in accordance with all laws, regulations and Howard County Department of Health requirements, conditions or specifications. No buildings, construction or decorative landscaping of any kind or nature shall be placed within the Drain Field Easement.

5. **Prior Approval of Plans.** Prior to the installation and/or alteration of the residential septic system by the Owner of Lot 13C, plans for said construction and/or alteration shall be submitted to and approved by the Howard County Health Department.

6. **Work Standards.** All work to be performed by the Owner of Lot 13C shall be in accordance with plans approved by the Howard County Health Department and shall be completed in a workmanlike manner, free of claims and liens.

7. **Protection of Residential Septic System.** The Owner of Lot 13C shall insure that no encroachments shall be created on the Drain Field Easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; buildings, utility lines or improvements, except as permitted by applicable laws or regulations; or using the easement area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the residential septic system. The Owners of Lot 13C shall use the Drain Field Easement area in a manner which does not hinder, disrupt or interfere with the use or proper functioning of the residential septic system. In addition, the Owner of Lot 13B shall not take any action or omit any action which in any way affects the use of the Drain Field Easement area by the Owner of Lot 13C.

8. **Access by Grantee.** The Owner of Lot 13C shall have the right of ingress and egress on Lot 13B from time to time to insure the proper functioning and use of the residential septic system.

9. **Notices.** The Owner of Lot 13C shall give the Owner of Lot 13B at least fifteen (15) day's prior written notification of the original construction of the residential septic system and any maintenance or repair, except in the event of emergency and in such case no notice whatsoever shall be required.

10. **Successor Interests.** This Declaration and the rights and obligations hereunder shall run with the land and shall be binding upon and inure to the benefit of the respective parties and their heirs, personal representatives, successors and assigns.

11. **Mediation.** In the event a dispute arises between the Owner of 13B and the Owner of 13C under this Declaration and at least one (1) of the Owners has requested mediation, the parties agree to participate in at least four (4) hours of mediation ("Mediation"). The Owners agree to share equally in the costs of the Mediation. The Mediation shall be administered by a civil mediator from the list of Howard County Circuit Court approved list of mediators. If the Owners cannot agree to a mediator, then each Owner shall choose a court-approved mediator and those mediators shall choose the final mediator. Mediation involves each side of a dispute sitting

down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

11.1 Good Faith Mediation as a Condition Precedent to Legal or Equitable Action. If Mediation has been requested pursuant to the procedures set forth in this Declaration, the owners agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

11.2 Commencement of Mediation. Any Owner may commence the mediation process by providing to the other owners written Notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other owners shall deliver a written response to the initiating owner's notice. The initial mediation session shall be held within thirty (30) days after the initial mediation notice. The Owners agree to share equally the costs and expenses of the mediation (which shall not include any expenses incurred by a party for legal representation in connection with the mediation).

11.3 Mediation Proceedings. The Owners further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

11.4 Enforcement of Mediation by Court. The provisions of this Section 11. concerning the use of Mediation may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

12. Liability for Damages. The Owner of Lot 13C shall be obligated for any cost of maintenance and/or repairs to the residential septic system arising from the exercise of the rights granted hereunder by the Owner of Lot 13B, provided, however, the Owner of Lot 13C shall not be obligated to pay for any such costs under any other circumstance (including, without limitation, any damage caused by the Owner of Lot 13B).

13. No Merger. There shall be no merger of the covenants, conditions, or restrictions created and imposed by this Declaration by reason of the fact that the same person, firm or corporation may hold, own or acquire, directly or indirectly, the fee simple estate or other lesser estate in more than one of the Lots. No such merger shall occur unless and until all of the persons, firms and corporations having such fee simple interest in the Lots shall join in a written instrument specifically effecting such merger and duly recording the same.

14. **Amendment.** Notwithstanding any foregoing provision in this Declaration, the Declarant shall have the right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration for a period of two (2) years from the date of recordation of this Declaration and in order to accomplish any such amendment, the Owners of Lot 13B and 13C and any lienholder(s) of Lots 13B and 13C (other than any lienholder of property owned by Declarant) hereby appoint Declarant as their power of attorney to execute any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST. In addition to Declarant's amendment rights in this Section 14., this Declaration may be amended by an instrument executed by all Owners. Any amendment to this Declaration must be duly recorded among the Land Records of Howard County, Maryland.

15. **No Waiver.** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce same.

16. **Covenant Running with the Land.** Any grants or covenants set forth in this Declaration shall be deemed to be covenants running with the land and shall not be deemed to be a grant of easement personal only to the Owners of the Lots.

17. **Construction/Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and this Declaration shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

[Signatures on next page.]

AS WITNESS, the hands and seals of the Declarant as of the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

[Signature]

[Signature] (SEAL)
RYAN K. JOHNSON

[Signature]

[Signature] (SEAL)
HEATHER L. JOHNSON

STATE OF MARYLAND, COUNTY/COUNTY OF Anne Arundel TO WIT:

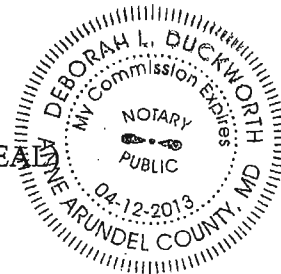
I HEREBY CERTIFY that on this 20 day of March, 2013, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared RYAN K. JOHNSON, the Declarant named in the foregoing Declaration, and in my presence, signed and sealed the same and acknowledged the same to be his act and deed as said Declarant.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My Commission Expires: 4/12/13



STATE OF MARYLAND, COUNTY/COUNTY OF Anne Arundel TO WIT:

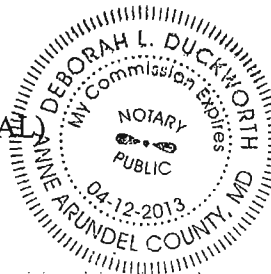
I HEREBY CERTIFY that on this 20 day of March, 2013, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared HEATHER L. JOHNSON, the Declarant named in the foregoing Declaration, and in my presence, signed and sealed the same and acknowledged the same to be his act and deed as said Declarant.

AS WITNESS my hand and Notarial Seal.

[Signature]

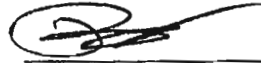
Notary Public

My Commission Expires: 4/12/13



ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.



Rachel M. Hess

SCHEDULE A
DESCRIPTION OF A
PRIVATE EASEMENT FOR LOCATING
AND ACCESSING SEPTIC DRAIN FIELDS
ACROSS PARCEL 1 (LOT 13-B) TO SERVE PARCEL 2 (LOT 13-C)
JOHNSON PROPERTY
ELECTION DISTRICT 3
HOWARD COUNTY, MARYLAND

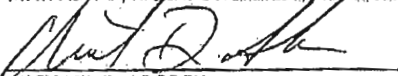
BEGINNING FOR THE SAID at a point being the Northern most corner of Parcel 1 (Lot 13-B), said point also being at the beginning of the Fifth (5th) or South 16°43'00" East 806.21 foot line of the said Parcel 1 (Lot 13-B) as described by deed dated November 10, 2011 and recorded among the Land Records of Howard County, Maryland in Liber 13582 at Folio 293; thence running with and along part of the said Fifth (5th) deed line

1. South 16°43'00" East 228.35 feet to a point; thence leaving the said fifth (5th) deed line and running through, over and across the said Parcel 1 (Lot 13-B) the following Four (4) courses and distances
2. North 79°40'39" West 59.67 feet to a point; thence
3. North 25°28'28" West 103.65 feet to a point; thence
4. North 56°21'50" West 21.49 feet to a point; thence
5. North 70°32'57" West 65.76 feet to a point on the third (3rd) or North 16°43'00" West 403.11 foot deed line of the aforesaid Parcel 1 (Lot 13-B); thence running with and along part of the third (3rd) and fourth (4th) deed lines
6. North 16°43'00" West 43.43 feet to a point; thence
7. North 73°17'00" East 135.73 feet to the point of beginning, containing 18,359 square feet or 0.4215 of an acre of land, more or less.

BEING a Private Easement for Locating and Accessing Septic Drain Fields Across Parcel 1 (Lot 13-B) to Serve Parcel 2 (Lot 13-C) of a piece or parcel of land described by deed dated November 10, 2011 and recorded among the Land Records of Howard County, Maryland in Liber 13582 at Folio 293 that was granted and conveyed by William H. Hildebrandt and Mabel A. Quinto to Ryan K. Johnson and Heather L. Johnson.

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND; LICENSE NO. 21257, EXPIRATION DATE: 06-16-2013


MICHAEL D. ADCOCK
PROFESSIONAL LAND SURVEYOR



RECORDING FEE	40.00
TOTAL	20.00
Rest CHBS	60.00
MAR NTN	Rest \$ 102%
Mar 22, 2013	Blk \$ 1276
	01:48 PM

Sheet 1 of 1

Prepared by: Michael D. Adcock
Registered Professional Land Surveyor
Sill-Adcock & Associates, LLC
3300 North Ridge Road, Suite 160
Ellicott City, MD 21043

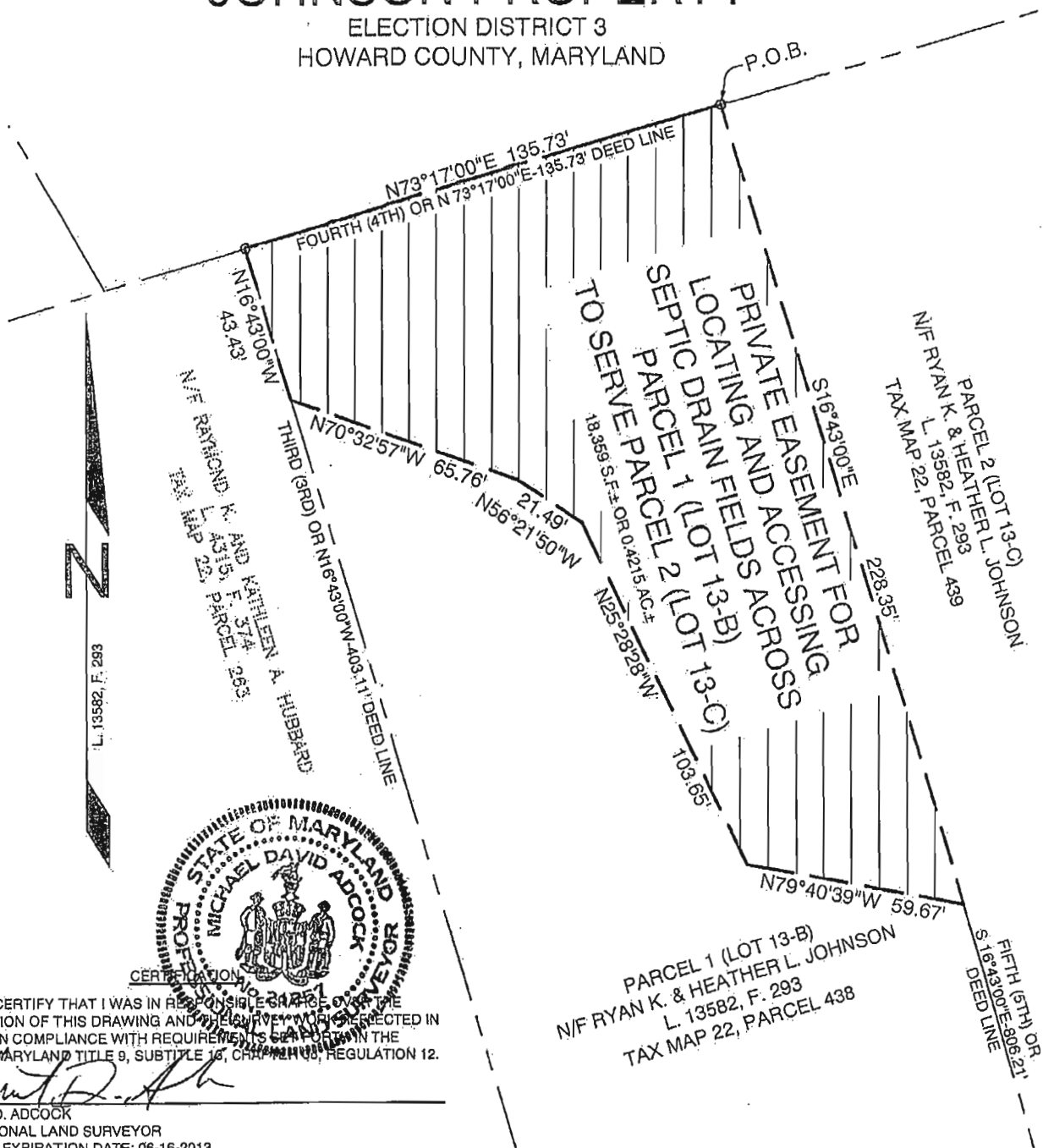
September 21, 2012

SCHEDULE B
SKETCH OF

PRIVATE EASEMENT FOR LOCATING AND ACCESSING SEPTIC DRAIN FIELDS
ACROSS PARCEL 1 (LOT 13-B) TO SERVE PARCEL 2 (LOT 13-C)

JOHNSON PROPERTY

ELECTION DISTRICT 3
HOWARD COUNTY, MARYLAND



I HEREBY CERTIFY THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE INFORMATION REFLECTED IN IT, AND IS IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN THE CODE OF MARYLAND TITLE 9, SUBTITLE 10, CHAPTER 08, REGULATION 12.

MICHAEL D. ADCOCK
PROFESSIONAL LAND SURVEYOR
NO. 21257, EXPIRATION DATE: 06-16-2013

Sill · Adcock & Associates · LLC

Engineers • Surveyors • Planners

3300 North Ridge Road, Suite 160 Ellicott City, Maryland 21043 Phone: 443.325.7682 Fax: 443.325.7685

DATE: 09-21-2012

SCALE: 1"=40'

FILE NO.: 11-078