

Bureau of Environmental Health
 8930 Stanford Boulevard, Columbia, MD 21045
 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

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

RECEIPT DATE: 12/19/19 **ONSITE SEWAGE DISPOSAL SYSTEM** P 566498
 APPROVAL DATE: 05/05/2020 **PERMIT: CONSTRUCTION** A _____
 PROPERTY ADDRESS: 3687 FOLLY QUARTER ROAD, ELICOTT CITY, MD 21042
 SUBDIVISION: FOXLEIGH (frmr. HYMAN PROPERTY, Parcel 111) LOT: 3 TAX ID: 03-285243
 CONTRACTOR: WTC CONTRACTORS EMAIL: _____
 CONTRACTOR ADDRESS: 3033 Salem Bottom Road, Westminster, MD 21157 PHONE: 410-458-7024
 PROPERTY OWNER: SHAWNA SAPPINGTON-VLASAGE EMAIL: _____
 OWNER ADDRESS: _____ PHONE: _____
 SEPTIC TANK SIZE (GALLONS): 2000 TANK MANUFACTURER: TBD
 PUMP MODEL: GOULDS WE-03M PUMP SIZE 0.3Hp PUMP TANK CAPACITY: 1500

DISTRIBUTION SYSTEM: GRAVITY PRESSURE DOSED BEDROOMS: 5 APPLICATION RATE: 1.2

| | | |
|-----------|---|--|
| TRENCHES: | LINEAR FEET REQUIRED: <u>88</u> | INLET DEPTH: <u>3.0</u> |
| | TRENCH WIDTH: <u>3</u> | MAXIMUM BOTTOM DEPTH: <u>8.0</u> |
| | MINIMUM SPACE BETWEEN TRENCHES: <u>11</u> | EFFECTIVE AREA BEGINNING DEPTH: <u>4.0</u> |
| LOCATION: | PER APPROVED SITE PLAN. SEWAGE DISPOSAL AREA AND TANK LOCATIONS MUST BE STAKED BY LICENSED SURVEYOR PRIOR TO PRE-CONSTRUCTION INSPECTION. | |
| NOTES: | SLEEVE FORCE MAIN UNDER USE-IN-COMMON DRIVEWAY AND CONTINUING UNDER WATER HOUSE CONNECTION EASEMENT AS ILLUSTRATED. | |

ISSUED BY: R BRICKER ISSUE DATE: 12/19/19 EXPIRATION DATE: 12/19/20

- 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 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
 ELECTRICAL PERMIT ISSUED E 19006180
- NOTE: MDE RECOMMENDS SEPTIC TANKS, BAT, AND OTHER PRETREATMENT UNITS BE PUMPED AT A FREQUENCY ADEQUATE TO ENSURE THAT SOLIDS ARE NOT DISCHARGED TO THE DISPOSAL AREA

**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.**

279189279189

NOT TO SCALE

TRENCH/DRAINFIELD DATA

| WIDTH | INLET | BOTTOM |
|-------------------------|-------|--------|
| 3' | 3' | 8' |
| NUMBER OF TRENCHES | | 2 |
| TOTAL LENGTH | | 88' |
| ABSORPTION AREA | | 264 SF |
| DISTRIBUTION BOX LEVEL | | N/A |
| DISTRIBUTION BOX BAFFLE | | YES |
| DISTRIBUTION BOX PORT | | YES |

PRE-CONSTRUCTION:

SEPTIC TANK DATA

SEPTIC TANK I LEVEL _____

MANUFACTURER BABYLON

CAPACITY 2000 GAL

SEAM LOC TOP

TANK LID DEPTH 2.5'

BAFFLES front + back

BAFFLE FILTER NO

MANHOLE LOC FRONT/BACK

6" PORT LOC _____

WATERTIGHT TEST _____

SLOTTED YES

DATE ON LID 12/17/2019

PUMP/SEPTIC TANK LEVEL _____

MANUFACTURER BABYLON

CAPACITY 1500 GAL

SEAM LOC TOP

TANK LID DEPTH 2'

BAFFLES front

BAFFLE FILTER _____

MANHOLE LOC FRONT/BACK

6" PORT LOC _____

WATERTIGHT TEST _____

SLOTTED _____

DATE ON LID 12/06/2019

SEE ATTACHED
AS BUILT (2 pages)

1/22/20 casing and electrical trace wire installed below frost line. Well line will be suctioned through at later date. (ST)

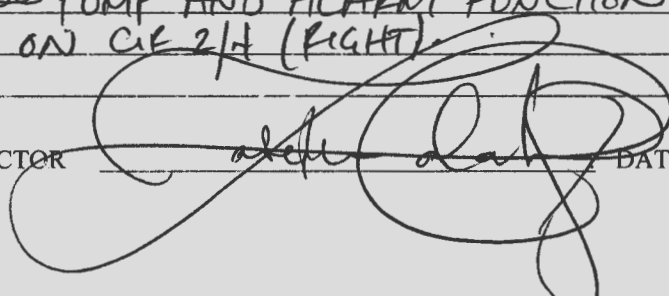
ROAD NAME

6/21/2020

PRE CON: CONFIRMED TRENCHES TANK LOCATION. ALL SDA ON PAR 112 STAKED. TO INSTALL 110, LAYOUT & INSTALL FM FOR 110 AND 111. (P) CONFIRMED TO INSTALL SLEEVE ALL OF WATER LINE. (P)

INSTALLATION: 01/28/2020 SHC AND EFFLUENT LINE INSTALLED TO TANK. SEPTIC TANK AND PUMP TANK INSTALLED. (P) 1/29/2020 MOST OF FORCE MAIN INSTALLED COMING FROM PUMP TANK, GOING UNDER ROAD AND UP TO SDA. Baffles installed. (ST) 01/31/2020 D BOX SET. TRENCHES COMPLETE LABEL C/O, OBS PORTS, D BOXES. REINSPECT PUMP AND ALARM. (P) 03/05/2020 PUMP AND ALARM FUNCTION. SEPTIC ALARM ON GR1 (RIGHT) PUMP IS ON C/E 2/A (RIGHT).

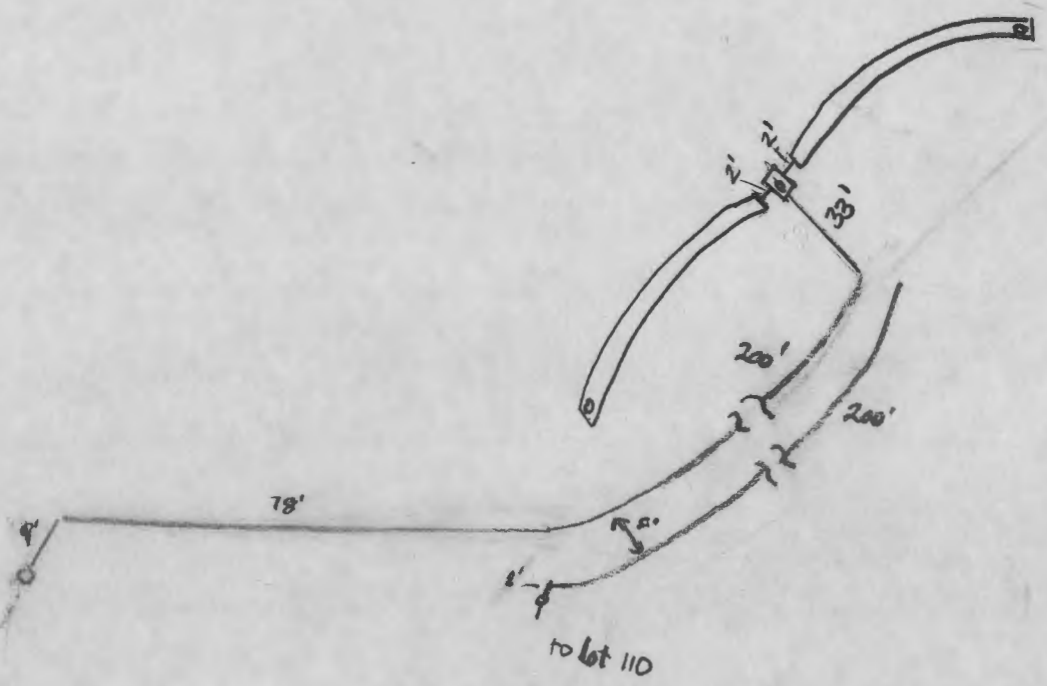
FINAL INSPECTOR



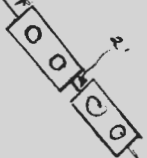
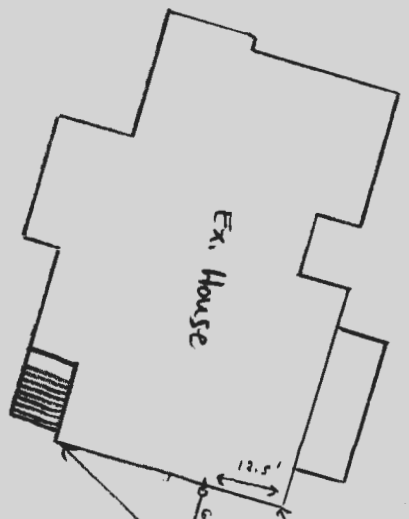
DATE OF APPROVAL

03/05/2020

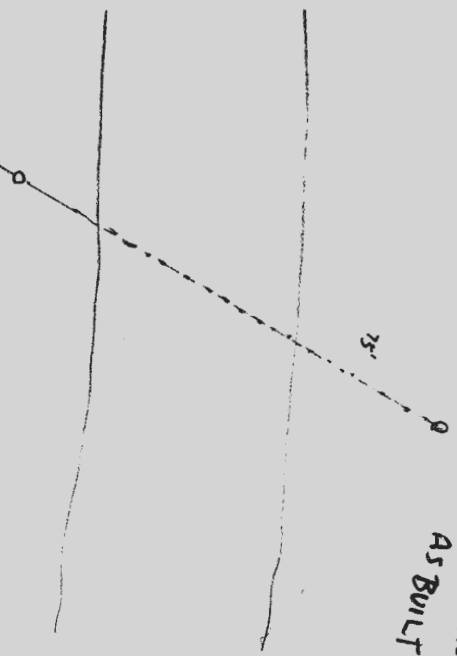
NOT TO SCALE



* SEE ATTACHED AS BUILT (1 of 2)



30'



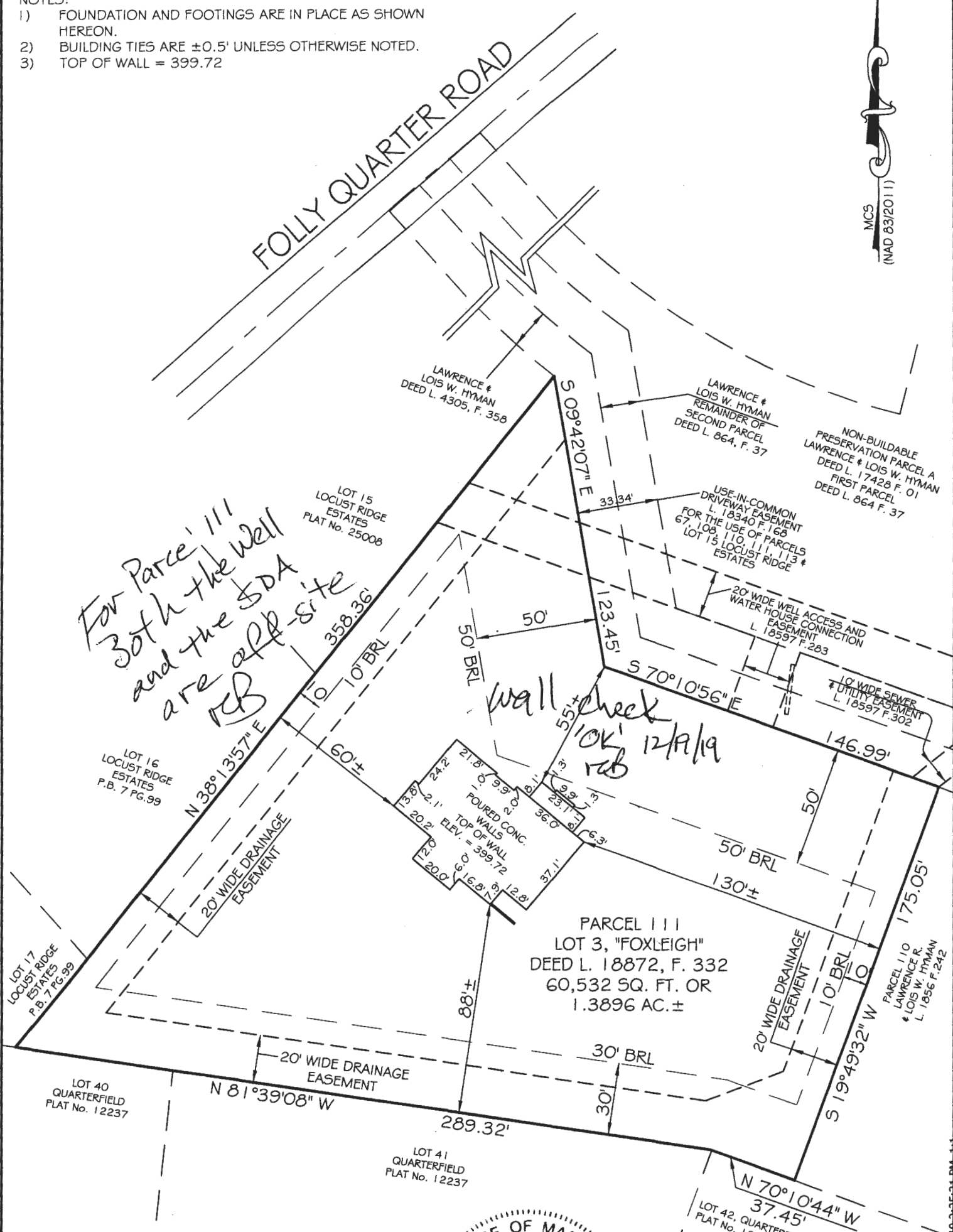
NOT TO SCALE

* SEE ATTACHED
AS BUILT (2 of 2)

NOTES:

- 1) FOUNDATION AND FOOTINGS ARE IN PLACE AS SHOWN HEREON.
- 2) BUILDING TIES ARE ±0.5' UNLESS OTHERWISE NOTED.
- 3) TOP OF WALL = 399.72

MCS
(NAD 83/2011)



*For Parcel III
both the well
and the SDA
are app-site
RJB*

*wall check
'OK' 12/19/19
RJB*

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. 21512, EXPIRATION DATE AUGUST 4, 2021 IN ACCORDANCE WITH COMAR 09.13.06.12

Jeffery W. Elkins 9/26/2019
Date

For VanMar Associates, Inc.
Jeffery W. Elkins, Prof. Land Surveyor



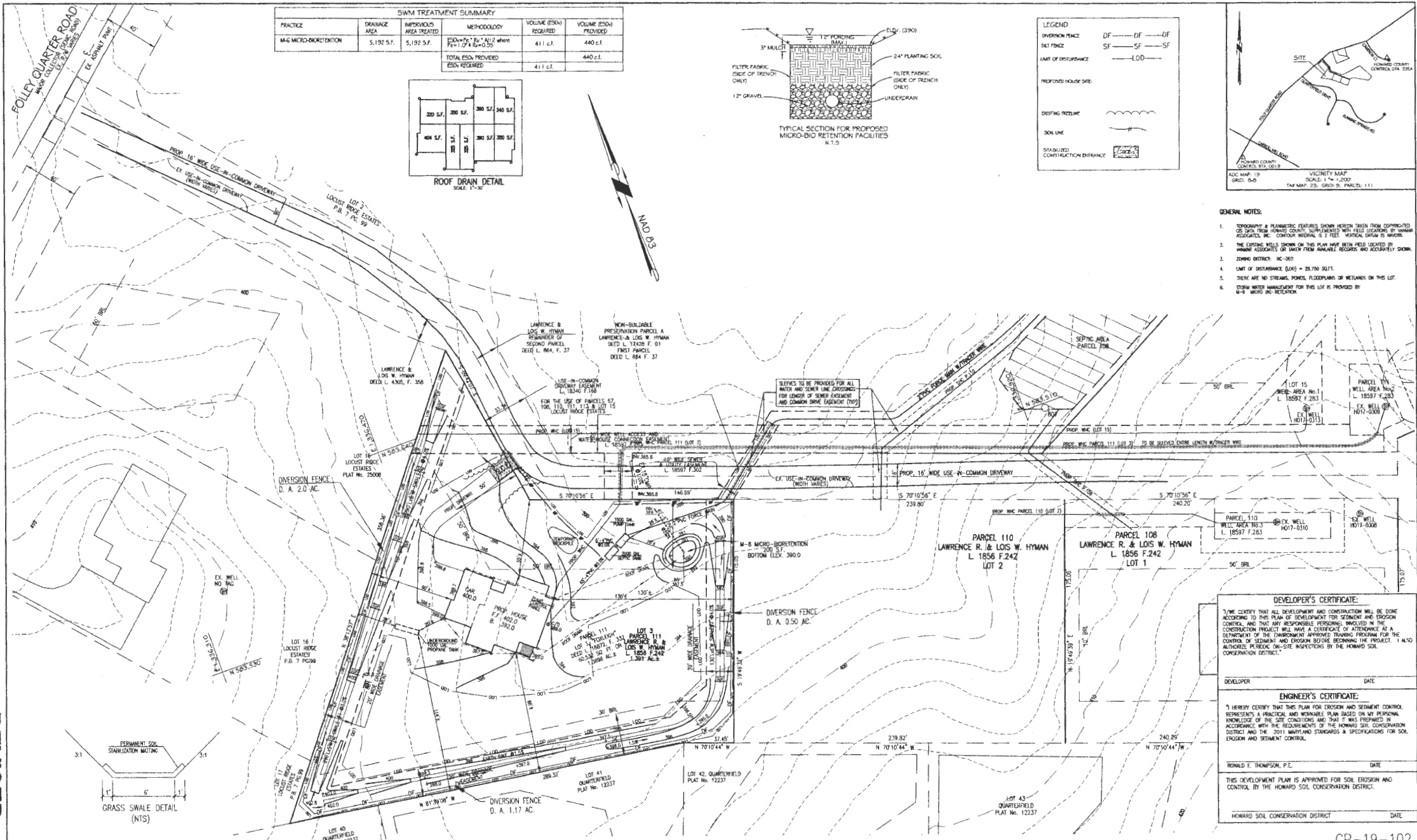
WALL CHECK DRAWING
LANDS CONVEYED TO
JASON T. VLOSICH AND
TAUNA R. SAPPINGTON VLOSICH
DEED LIBER 18872 AT FOLIO 332
TAX MAP 23, GRID 9, PARCEL III
LOT 3, "FOXLEIGH"
FOLLY QUARTER ROAD
THIRD ELECTION DISTRICT
HOWARD COUNTY, MARYLAND
SCALE: 1" = 50' SEPTEMBER, 2019

I CERTIFY THIS PLAT TO BE CORRECT; IT IS THE RESULT OF AN ACTUAL FIELD SURVEY, BASED ON DATA FOUND AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND, AS REFERENCED HEREON.

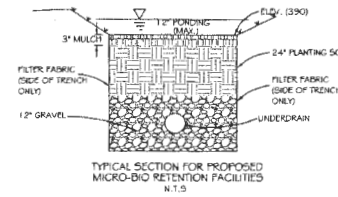
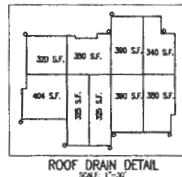


VANMAR ASSOCIATES, INC.
Engineers Surveyors Planners
310 South Main Street Mount Airy, Maryland 21771
(301) 829-2890 (301) 831-5015 (410) 549-2751
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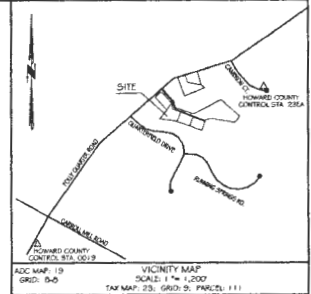
| | |
|-----------------------------|---------|
| REFERENCE | JOB NO. |
| DEED LIBER 18872, FOLIO 332 | B9-5821 |



| SWM TREATMENT SUMMARY | | | | | |
|------------------------|---------------|-----------------------|--|-----------------------|-----------------------|
| PRACTICE | DRAINAGE AREA | IMPROVED AREA TREATED | METHODOLOGY | VOLUME (ESW) REQUIRED | VOLUME (ESW) PROVIDED |
| M-8 MICRO-BIORETENTION | 5,192 S.F. | 5,192 S.F. | ESW = $Q \times P \times R \times L \times S$ where $P=1.0$, $R=0.8$, $S=0.35$ | 411 c.f. | 440 c.f. |
| TOTAL ESW PROVIDED | | | | 411 c.f. | 440 c.f. |
| TOTAL ESW REQUIRED | | | | 411 c.f. | |

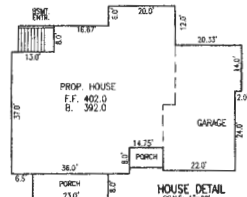


| LEGEND | |
|----------------------------------|--------------|
| DIVERSION FENCE | DF — DF — DF |
| DELT FENCE | SF — SF — SF |
| LIMIT OF DISTURBANCE | — LOD — |
| PROPOSED HOUSE SITE | — |
| DESIGN FEE LINE | — |
| SOIL LINE | — |
| STABILIZED CONSTRUCTION ENTRANCE | — |



- GENERAL NOTES:**
1. TOPOGRAPHY & PLUMBING FEATURES SHOWN HEREIN TAKEN FROM COPYRIGHTED C&G DATA FROM HOWARD COUNTY, SUPPLEMENTED WITH FIELD LOCATIONS BY VANMAR ASSOCIATES, INC. CONTOUR INTERVAL IS 2 FEET. VERTICAL DATUM IS NAVD83.
 2. THE EXISTING WELLS SHOWN ON THIS PLAN HAVE BEEN FIELD RECORDED BY VANMAR ASSOCIATES OR DATA FROM AVAILABLE RECORDS AND ACCURATELY SHOWN.
 3. ZONING DISTRICT: RC-DEO
 4. LIMIT OF DISTURBANCE (LOD) = 20.750 SLOFT.
 5. THERE ARE NO STREAMS, PONDS, FLOODPLAINS OR WETLANDS ON THIS LOT.
 6. STORM WATER MANAGEMENT FOR THIS LOT IS PROVIDED BY M-8 MICRO-BIO RETENTION.

| SOIL LEGEND | | |
|-------------|-----------------------------|-----------------------|
| MAP SYMBOL | MAPPING UNIT | HYDROLOGIC SOIL GROUP |
| GmB | GLENVILLE 3-0% ⁺ | C |
| GmF | GLENELG LOAM 0-3% | B |
| GmD | GLENELG LOAM 3-5% | B |
| MmC | MANOR LOAM 0-15% | D |



Date: 11-12-19
 Comments: Revised to start tank
 12/1/2011
REVISED

DEVELOPER'S CERTIFICATE:

I, THE DEVELOPER, HEREBY CERTIFY THAT ALL DEVELOPMENT AND CONSTRUCTION WILL BE DONE ACCORDING TO THIS PLAN OF DEVELOPMENT FOR EROSION AND SEDIMENT CONTROL AND THAT ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CORRECTIVE ATTENDANCE AS A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT. I ALSO AUTHORIZE PERIODIC ON-SITE INSPECTIONS BY THE HOWARD SOIL CONSERVATION DISTRICT.

DEVELOPER: _____ DATE: _____

ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAN FOR EROSION AND SEDIMENT CONTROL REPRESENTS A PRACTICAL AND WORKABLE PLAN BASED ON MY PERSONAL KNOWLEDGE OF THE SITE CONDITIONS AND THAT I WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HOWARD SOIL CONSERVATION DISTRICT AND THE 2011 MARYLAND STANDARDS & SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.

RONALD E. THOMPSON, P.E. DATE: _____

THIS DEVELOPMENT PLAN IS APPROVED FOR SOIL EROSION AND CONTROL BY THE HOWARD SOIL CONSERVATION DISTRICT.

HOWARD SOIL CONSERVATION DISTRICT DATE: _____

GP-19-102

PLOT PLAN AND SEDIMENT CONTROL PLAN
FOXLEIGH
HYMAN PROPERTY
 L 1856 F.242
 LOT 3
 3657 FOLLY QUARTER ROAD

TAX MAP: 23 GRID NO: 9 ELECTION DISTRICT: No. 3 SCALE: 1" = 30'
 HOWARD COUNTY, MARYLAND DATE: JUNE 2019
 PARCEL NO: 111 EX. ZONING: RC-DEO SHEET 1 OF 3

OWNER: LAWRENCE R. & LOIS W. HYMAN
 3627 FOLLY QUARTER ROAD
 ELLICOTT CITY, MD 21042

DEVELOPER: VANMAR ASSOCIATES, INC.
 CATOWVILLE HOMES
 11175 OYSTERFIELD CIRCLE
 MARSBORO, VA 21104
 410-442-2211

PROFESSIONAL CERTIFICATION
 I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 18412, Expiration Date: 2-18-18.

DATE: 11/24/19 REVISIONS: NONE

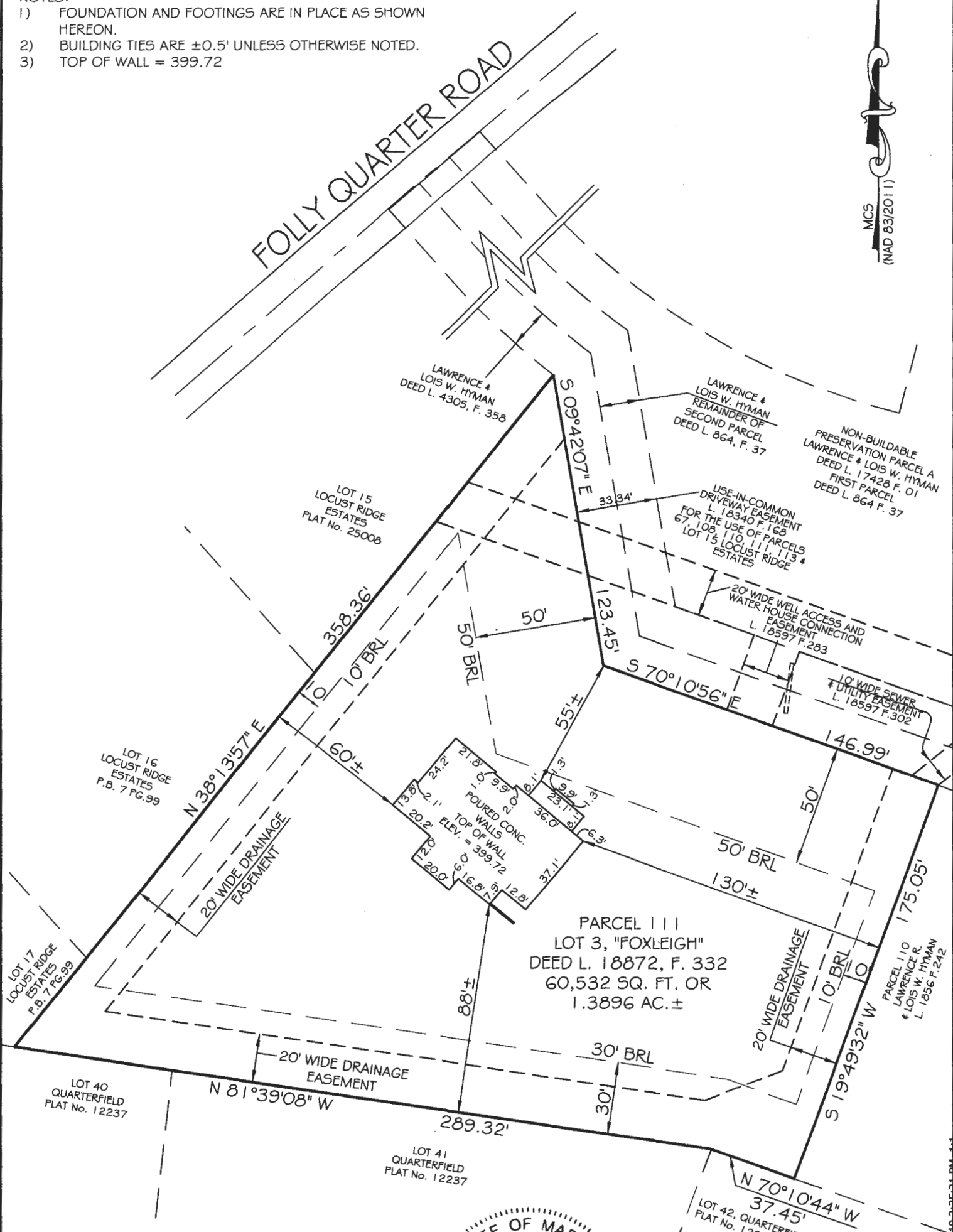
STATE OF MARYLAND
 PROFESSIONAL ENGINEER
 RONALD E. THOMPSON, P.E.

VANMAR ASSOCIATES, INC.
 Engineers Surveyors Planners
 318 South West Shores Boulevard, Annapolis 21401
 (301) 829-2890 (301) 831-5015 (410) 540-2751
 Fax: (301) 831-5903 ©Copyright, Latest Data Shown

NOTES:

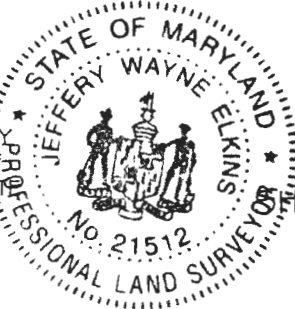
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- 3) TOP OF WALL = 399.72

MCS
(NAD 83/2011)



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. 21512, EXPIRATION DATE AUGUST 4, 2021 IN ACCORDANCE WITH COMAR 09.13.06.12



Jeffery W. Elkins 9/26/2019
 For VanMar Associates, Inc. Date
 Jeffery W. Elkins, Prof. Land Surveyor

WALL CHECK DRAWING
 LANDS CONVEYED TO
 JASON T. VLOSICH AND
 TAUNA R. SAPPINGTON VLOSICH
 DEED LIBER 18872 AT FOLIO 332
 TAX MAP 23, GRID 9, PARCEL 111
 LOT 3, "FOXLEIGH"
 3627 FOLLY QUARTER ROAD
 THIRD ELECTION DISTRICT
 HOWARD COUNTY, MARYLAND
 SCALE: 1" = 50' SEPTEMBER, 2019

I CERTIFY THIS PLAT TO BE CORRECT; IT IS THE RESULT OF AN ACTUAL FIELD SURVEY, BASED ON DATA FOUND AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND, AS REFERENCED HEREON.



VANMAR ASSOCIATES, INC.
 Engineers Surveyors Planners
 310 South Main Street Mount Airy, Maryland 21771
 (301) 829-2890 (301) 831-5015 (410) 549-2751
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| | |
|-----------------------------|---------|
| REFERENCE | JOB NO. |
| DEED LIBER 18872, FOLIO 332 | B9-5821 |

G:\Users\jw010199-1621-Foxleigh\Drawings\F111.dwg - 9/26/2019 2:55:21 PM

3/22/2019 08:03 AM Csh 0028 Reg 0047
T/Ref 0047111408 Grp 000001 R/Lne 000001
01 - Main Location
\$0.00
Validation Number: 0047-126750
1000000000-1300-409910-1300000000-999999

DECLARATION OF EASEMENTS

Parcel Number: 11111111

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 21st day of March, 2019, by LAWRENCE R. HYMAN and LOIS W. HYMAN (formerly Lois W. Meyers) (collectively, "Grantors").

①

WHEREAS, Grantors are the owners in fee simple of Tax Parcel 67, Tax Parcel 108, "Tax Parcel 110", "Tax Parcel 111", Tax Parcel 112, Tax Parcel 113, and "Lot 15" (being p/o Tax Parcel 68), all of the foregoing in Tax Map 23, in the Sixth Election District, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Grantor Property"); and

WHEREAS, Grantors wish to grant, create, and establish determinable, non-exclusive, perpetual easements in, over, across, under, and through the Grantor Property as described in Exhibit A, for the benefit of Tax Parcel 111 and Lot 15, and the owners thereof and their respective successors and assigns, for well access and for the installation, maintenance, and replacement of water house connections servicing Tax Parcel 111 and Lot 15, as more particularly described in Exhibit A and as designated on Exhibit A as "20' Private Well Access And Water House Connection Easement For the Use And Benefit of Tax Parcels 68 (Lot 15) and 111 (14,454 Sq. Ft. Or 0.332 Ac.)" (hereinafter referred to as the "Parcel 111 and Lot 15 Well Access and Water House Connection Easement"); and

WHEREAS, Grantors also wish to grant, create, and establish determinable, non-exclusive, perpetual easements in, over, across, under, and through the Grantor Property as described in Exhibit A, for the benefit of Tax Parcel 110, and the owners thereof and their successors and assigns, for well access and for the installation, maintenance, and replacement of water house connections servicing Tax Parcel 110, as more particularly described in Exhibit A and designated on Exhibit A as "20' Private Well Access And Water House Connection Easement For The Use And Benefit Of Tax Parcel 110 (2,159 Sq. Ft. Or 0.050 Ac.)" (hereinafter referred to as the "Parcel 110 Well Access and Water House Connection Easement").

75
40
28.50
Certify

NOW, THEREFORE, THIS DECLARATION OF EASEMENTS, WITNESSETH, that for no monetary consideration but in consideration of the facts stated in the above recitals and the covenants, terms, conditions hereinafter set forth, the Grantors hereby make this Declaration, and declare, covenant, and agree as follows:

1. EASEMENTS. Subject to the terms and conditions as hereinafter set forth, Grantors do hereby grant, create, and establish determinable, non-exclusive, perpetual "Easements", that is: (i) the Parcel 111 and Lot 15 Well Access and Water House Connection Easement, in, over, across, under, and through the Grantor Property as described in Exhibit A, for the benefit of Tax Parcel 111 and Lot 15, and the owners thereof and their respective successors and assigns, for well access and for the installation, maintenance, and replacement of water house connections servicing Tax Parcel 111 and Lot 15; and (ii) the Parcel 110 Well Access and Water House Connection Easement, in, over, across, under, and through the Grantor Property as described in Exhibit A, for the benefit of Tax Parcel 110 and the owners thereof and their successors and assigns, for well access and for the installation, maintenance, and replacement of water house connections servicing Tax Parcel 110.

007

LR - Agreement 75.00
Recording Fee
Name: Hyman
LR Agreement
40.00
115.00
253.50
10:28
CC13-MH
CC0503 -
05.03.05 -

2. **USE.** The respective owners of Tax Parcel 111, Lot 15, and Tax Parcel 110 shall have the non-exclusive use of their respective Easements, as hereinabove set forth, solely to access the wells and/or to install, maintain, and/or to replace the well house connections servicing Tax Parcel 111, Lot 15, and Tax Parcel 110, respectively. The owners of the Grantor Property and their successors and assigns shall not do anything to interfere with or to impede the aforesaid use of the Easements or to damage in any way the well house connections. To the extent that an owner of Tax Parcel 111, Lot 15, or Tax Parcel 110 at any time causes any Easement area to be disturbed in connection with an aforesaid use, such owner shall cause the Easement to be restored to its original condition in a timely and commercially reasonable manner at such owner's sole expense. The owners of Tax Parcel 111, Lot 15, and Tax Parcel 110, respectively, shall indemnify and hold harmless the owners of the Grantor Property and their successors and assigns in connection with any and all liability and/or claims arising out of their respective use of the Easements, which indemnification shall include without limitation court costs and reasonable attorneys' fees.

3. **BINDING EFFECT.** The grant of Easements made herein is for the direct benefit of Tax Parcel 111, Lot 15, and Tax Parcel 110, the respective owners thereof, and their respective successors and assigns, and all parties claiming under and through them. Neither the rights herein granted, nor the use and enjoyment of the Easements shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the same, or any estate therein.

4. **RIGHTS AND OBLIGATIONS**

A. Should any of the aforesaid properties be sold under a foreclosure of a deed of trust or by deed in lieu of foreclosure, sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

B. Any disputes hereunder shall be resolved by binding arbitration under the auspices of the American Arbitration Association or its successor. Any judgment award shall include monetary damages, interest, costs, attorneys' fees and expert expenses, to the extent that the foregoing are reasonable.

C. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid properties is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person and/or entity acquired such interest in the aforesaid property. The Easements herein shall be perpetual and shall run with the land.

IN WITNESS WHEREOF, Grantors have caused this Declaration to be executed and
ensealed, the day and year first above-written.

WITNESS:

Marie Orem

Lawrence R. Hyman
LAWRENCE R. HYMAN

WITNESS:

Marie Orem

Lois W Hyman
LOIS W. HYMAN

STATE OF MARYLAND

CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 14 day of MARCH,
2019, before me, a Notary Public for the state and city aforesaid, personally appeared
LAWRENCE R. HYMAN, known to me or satisfactorily proven to be the person whose name
is subscribed to the foregoing Deed and who acknowledged that he executed the same for the
purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and
year first above written.



Marie Orem (MARIE OREM)
Notary Public

STATE OF MARYLAND

CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 21st day of MARCH, 2019, before me, a Notary Public for the state and city aforesaid, personally appeared **LOIS W. HYMAN**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Deed and who acknowledged that she executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



My Commission Expires: 03/12/22

Marie Orem (MARIE OREM)
Notary Public

This is to certify that the within instrument was prepared under the supervision of Lawrence R. Hyman, a party named herein

Lawrence R. Hyman
Lawrence R. Hyman

Fisher, Collins & Carter, Inc.
Civil Engineering Consultants & Land Surveyors

Centennial Square Office Park-10272 Baltimore National Pike
Ellicott City, Maryland 21042
(410) 461-2855



Terrell A. Fisher, L.S. No. 10692 Date
Expiration Date: December 13, 2019

Point Of
Beginning For
Description
(Part One)

545°32'45"W, 358.53' Deed
Line (L 680, F. 106)
201.49'

LOT 15
SECTION ONE
LOCUST RIDGE ESTATES
(P.B 7, FOLIO 99)
PROPERTY OF
LAWRENCE R. HYMAN AND
LOIS W. HYMAN
L 1856, F. 240
TAX MAP 23
PARCEL 68

LOT 2
SECTION ONE
LOCUST RIDGE
ESTATES
(P.B 7, FOLIO 99)
PROPERTY OF
PAUL DEMUTH
(L 1125, F. 448)
TAX MAP 23
PARCEL 70

To Folly
Quarter Road

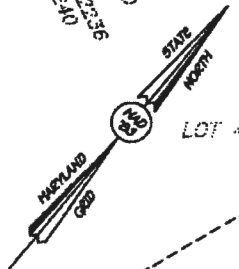
Foxleigh
Way

Property Of
Lawrence R. Hyman
And Lois W. Hyman
L 1856, F. 242 (Lot 1)
TAX MAP 23, Parcel 111

Property Of
Lawrence R. Hyman
And Lois W. Hyman
L 17428, F. 001 And
L 864, F. 037 (First Parcel)
TAX MAP 23, Parcel 112
Zoned: RC-DEO

LOT 41

QUARTERFIELD
SECTION 1
PLAN NO. 122356
THRU 122360



LOT 42

LOT 43

Point Of
Beginning For
Description
(Part Two)

PROPERTY OF
LAWRENCE R. HYMAN
AND LOIS W. HYMAN
L 1856, F. 242
TAX MAP 23, PARCEL 110
527°09'40"W, 175.00' Deed
Line (L 680, F. 099)
195.00'

Property Of
Lawrence R. Hyman
And Lois W. Hyman
L 1856, F. 242 (Lot 1)
TAX MAP 23, Parcel 108

20' Private Well Access And Water
House Connection Easement For
The Use And Benefit Of Tax
Parcel 68 (Lot 1) And 111
(14,474 Sq. Ft. Or 0.332 Ac.)
5th, Or 5th, Or 5th, Or 5th, Or 5th
Deed Line (L 864, F. 037)
12th, Or 12th, Or 12th, Or 12th, Or 12th
(First Parcel)

20' Private Well Access And
Water House Connection Easement
For The Use And Benefit Of Tax
Parcel 110 (2,159 Sq. Ft. Or
0.050 Ac.)
See Sheet 2 Of 2 For
Metes And Bounds Charts
For 20' Private Well
Access And Water House
Connection Easement And
Well Installation Area

Property Of
Lawrence R. Hyman
And Lois W. Hyman
L 864, F. 037
(Part Of Second Parcel)
TAX MAP 23, Parcel 113

Property Of
Lawrence R. Hyman
And Lois W. Hyman
L 4305, F. 358
TAX MAP 23, Parcel 67

Exhibit To Accompany
A Description Of 20' Private
Well Access And Water House
Connection Easement Through
The Property Of
Lawrence R. Hyman And
Lois W. Hyman

Tax Map: 23, Parcels: 67, 108, 111, 112 And 113, Grid: 9
Third Election District - Howard County, Maryland
Date: January 16, 2019 Scale: 1" = 100' Sheet 1 Of 2

Conveyance No. 1
January 16, 2019

**DESCRIPTION OF
20' PRIVATE WELL ACCESS AND WATER HOUSE
CONNECTION EASEMENTS
AND WELL BOXES
THROUGH THE PROPERTY OF
LAWRENCE R. HYMAN AND LOIS W. HYMAN
TAX PARCELS 67, 108, 111, 112 AND 113
FOR THE USE AND BENEFIT OF
TAX PARCEL NOS. 110, 111 AND PART OF #68
(LOT 15, LOCUST RIDGE ESTATES)
THIRD ELECTION DISTRICT
HOWARD COUNTY, MARYLAND**

BEING two (2) easements; twenty (20) feet in width; Part One situate and lying in the Third Election District of Howard County, Maryland; said easement running in, through over and across part of the lands conveyed by Mary Force, Donna Wynn Force, Christopher W. Lewis and Nancy Elizabeth Lewis to Lawrence R. Hyman and Lois W. Hyman by deed dated July 14, 1988 and recorded among the Land Records of Howard County, Maryland in Liber 1856 at Folio 242 (described in Liber 680 at Folio 106-Lot 3); part of the lands conveyed by Lawrence B. Hyman, a/k/a Lawrence R. Hyman and Lois W. Meyers, now known as Lois W. Hyman to Lawrence R. Hyman and Lois W. Hyman by deed dated April 13, 1998 and recorded among the aforesaid Land Records in Liber 4305 at Folio 358; and part of the lands conveyed by Mary Force to Lawrence R. Hyman and Lois W. Meyers by deed dated December 30, 1977 and recorded among the aforesaid Land Records in Liber 864 at Folio 037 (Second Parcel); and part of the lands conveyed by Lawrence R. Hyman and Lois W. Hyman to Lawrence R. Hyman and Lois W. Hyman by Adjoiner Deed dated February 1, 2017 and recorded among the aforesaid Land Records in Liber 17428 at Folio 001; Part Two situate and lying in the Third Election District of Howard County, Maryland; said easement running in, through over and across part of the lands conveyed by Mary Force, Donna Wynn Force, Christopher W. Lewis and Nancy Elizabeth Lewis to Lawrence R. Hyman and Lois W. Hyman by deed dated July 14, 1988 and recorded among the aforesaid Land Records in Liber 1856 at Folio 241 (described in Liber 680 at Folio 098-Lot 1); said easements being more particularly described in the Maryland State Coordinate System NAD'83 Datum, as now surveyed, as projected by Howard County Geodetic Control, as follows:

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COLLINS
&
CARTER,
INC.**

CIVIL ENGINEERING CONSULTANTS
and LAND SURVEYORS

10272 Baltimore National Pike
Ellicott City, Maryland 21042
(410) 461-2855
Fax (410) 750-3784

PART ONE

(BENEFIT OF TAX PARCEL #111 AND PART OF TAX PARCEL #68

LOT 15 LOCUST RIDGE ESTATES)

BEGINNING FOR THE SAME at a point on and a distance of 281.49 feet from the end of the South 45°32'45" West, 358.53 foot Deed Line of the lands conveyed by Mary Force to Mary Force as custodian under the Uniform Gifts to Minors Act for Nancy Elizabeth Lewis, Donna Wynn Force and Christopher W. Lewis to take as Joint Tenants by deed dated May 2, 1974 and recorded among the Land Records of Howard County, Maryland in Liber 680 at Folio 106 (Lot 3); thence running reversely with and binding on a portion of said Deed Line, the following course and distance:

- 1) North 38°11'09" East, 21.07 feet (L1) to a point thereon; said point being a distance of 55.98 feet from the beginning thereof; thence leaving the aforesaid Deed Line and running in, through, over and across the lands of the Lawrence R. Hyman and Lois W. Hyman (Liber 1856 at Folio 242-Lot 3, Liber 4305 at Folio 358, Liber 864 at Folio 037-Second Parcel and Liber 17428 at Folio 001), the following four (4) courses and distances:
 - 2) South 70°07'18" East, 671.31 feet (L2) to a point,
 - 3) South 19°39'54" West, 7.86 feet (L3) to a point,
 - 4) South 70°20'06" East, 24.17 feet (L4) to a point, and
 - 5) South 19°39'54" West, 12.23 feet (L5) to a point; thence continuing to run in, through over and across the lands of Lawrence R. Hyman and Lois W. Hyman (Liber 864 at Folio 037 (Second Parcel) and running with and binding on all of the 5th, or North 70°07'18" West, 79.82 foot Deed Line of the aforesaid Liber 17428 at Folio 001 and also running reversely with and binding on a portion of

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Ellicott City, Maryland 21042
(410) 481-2855
Fax (410) 750-3784

the 12th, or South 62°50'20" East, 271.63 foot Deed Line of the aforesaid Liber 864 at Folio 037 (First Parcel), the following course and distance:

- 6) North 70°07'18" West, 542.91 feet (L6) to a point thereon; said point being a distance of 216.93 feet from the end of the aforesaid 12th line of Liber 864 at Folio 037 (First Parcel); thence leaving said 12th line of the aforesaid Liber 864 at Folio 037 (First Parcel) and running in, though over and across the lands of Lawrence R. Hyman and Lois W. Hyman (Liber 864 at Folio 037-Second Parcel and Liber 4305 at Folio 358), the following course and distance:
 - 7) South 19°52'42" West, 33.32 feet (L7) to a point on and a distance of 73.00 feet from the beginning of the North 62°50'20" West, 147.00 foot Deed Line of the aforesaid Liber 680 at Folio 106 (Lot 3); thence running with and binding on a portion of said Deed Line, the following course and distance:
 - 8) North 70°07'18" West, 20.00 feet (L8) to a point thereon; said point being a distance of 54.00 feet from the end thereof; thence leaving the aforesaid Deed Line of Liber 680 at Folio 106 (Lot 3) and running in, through over and across the lands of Lawrence R. Hyman and Lois W. Hyman (Liber 4305 at Folio 358 and Liber 864 at Folio 037-Second Parcel); the following course and distance:
 - 9) North 19°52'42" East, 33.32 feet (L9) to a point on and a distance of 34.70 feet from the beginning of the aforesaid 12th, or South 62°50'20" East, 271.63 foot Deed Line of the aforesaid Liber 864 at Folio 037 (First Parcel); thence running reversely with the remaining portion of said Deed Line and in, through over and across the lands of Lawrence R. Hyman and Lois W. Hyman (Liber 864 at Folio 037-Second Parcel, Liber 4305 at Folio 358 and Liber 1856 at Folio 242 -Lot 3), the following course and distance:
 - 10) North 70°07'18" West, 139.26 feet (L10) to the point of beginning; containing 14,454 square feet or 0.332 of an acre, more or less.

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PART TWO

(BENEFIT OF TAX PARCEL #110)

BEGINNING FOR THE SAME at a point at the end of the North 62°50'20" West, 240.00 foot Deed Line of the land conveyed by Mary Force, Donna Wynn Force, Christopher W. Lewis and Nancy Elizabeth Lewis to Lawrence R. Hyman and Lois W. Hyman by deed dated July 14, 1988 and recorded among the Land Records of Howard County, Maryland in Liber 1856 at Folio 242 (described in Liber 680 at Folio 98-Lot 1); thence running reversely with and binding on a portion of said Deed Line, the following course and distance:

- 1) South 70°07'18" East, 107.98 feet (L11) to a point thereon; said point being a distance of 132.02 feet from the beginning thereof; thence leaving said Deed Line and running in, through over and across the lands of Lawrence R. Hyman and Lois W. Hyman (Liber 1856 at Folio 242-Lot 1), the following two (2) courses and distances:
 - 2) South 19°45'19" West, 20.00 feet (L12) to a point, and
 - 3) North 70°07'18" West, 107.96 feet (L13) to a point on and a distance of 155.00 feet from the end of the South 27°09'40" West, 175.00 foot Deed Line of the aforesaid Liber 680 at Folio 98 (Lot 1); thence running reversely with and binding on said Deed Line, the following course and distance:
 - 4) North 19°42'18" East, 20.00 feet (L14) to the point of beginning; containing 2,159 square feet or 0.050 of an acre, more or less.

SUBJECT TO all covenants, easements, restrictions and right-of-ways of record, which may apply.

**FISHER,
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&
CARTER,
INC.**

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and LAND SURVEYORS

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Ellicott City, Maryland 21042
(410) 461-2855
Fax (410) 750-3784

I hereby certify that this description was 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. 10692, expiration date December 13, 2019.



Terrell A. Fisher

Terrell A. Fisher, Professional Land Surveyor No. 10692

1/16/19

Date

**FISHER,
COLLINS
&
CARTER,
INC.**

CIVIL ENGINEERING CONSULTANTS
and LAND SURVEYORS

10272 Baltimore National Pike
Ellicott City, Maryland 21042
(410) 481-2855
Fax (410) 750-3784

Prepared By *DS*

Checked By *TAF*

WO #04031-4003

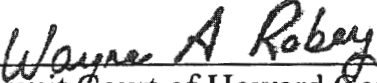
**Circuit Court for Howard County
Land Records/License Department
Thomas B. Dorsey Bldg.
9250 Bendix Road
Columbia, MD 21045
410.313.5850
www.mdcourts.gov/clerks/howard/index.html**

Wayne A. Robey

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

**I HEREBY CERTIFY that the foregoing is a true copy of the original
DECLARATION OF EASEMENTS, recorded in Liber WAR 18597 folio 283,
among the Land Records of Howard County, Maryland.**

IN TESTIMONY WHEREOF, I hereto set my hand and
affix the seal of the Circuit Court for Howard County
this 27th day of March 2019,



Clerk of the Circuit Court of Howard County, Maryland

Clerk of the Circuit Court for
Howard County
Land Records/Licensing

6095 Marshalee Drive
Suite 120
Elkridge, MD 21075
410-313-5850

=====
LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 92

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 93

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 94

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 95

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 96

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

LR - Easement (No-Taxes) Recording Fee
1x 20.00 20.00

Name: HYMAN
Ref: 97

LR - Easement (No-Taxes) Surcharge
1x 40.00 40.00

=====
SubTotal: 360.00
Total: 360.00

=====
REV-Check-BOA 360.00
Number : 5943

08/27/2019 11:53
#12624324/497/109

CC13-MM

~ Thank you for visiting us today ~

8/27/2019 11:15 AM Csh 0028 Reg 0047
T/Ref 0047115121 Grp 000001 R/Lne 000001
Validation Number: 0047-132528
Recordation Tax Amount: \$0.00
Consideration Amount: \$0.00
Transfer Tax Amount: \$0.00
Consideration Amount: \$0.00
Parcel Number: 1111111
Doc Type: Easement

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 27th day of August, 2019, by **LAWRENCE R. HYMAN and LOIS W. HYMAN** (formerly Lois W. Meyers) (collectively, "Grantors").

WHEREAS, Grantees are the owners in fee simple of those certain parcels of land located in the County, being part of the lands conveyed by Lawrence B. Hyman a/k/a Lawrence R. Hyman and Lois W. Meyers, now known as Lois W. Hyman, to Lawrence R. Hyman and Lois W. Hyman by that deed dated April 13, 1998 and recorded among the Land Records of Howard County, Maryland in Liber 4305, folio 358; part of the lands conveyed by Mary Force to Lawrence R. Hyman and Lois W. Meyers, now known as Lois W. Hyman, by that deed dated December 30, 1977 and recorded among the aforesaid Land Records in Liber 864, folio 037; part of the lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that adjointer deed dated February 1, 2017 and recorded among the aforesaid Land Records in Liber 17428, folio 001; those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 147; those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that confirmatory adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 155; and those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that confirmatory adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 164 (all of the foregoing parcels are hereinafter referred to as the "Grantor Property"); and

WHEREAS, Grantors wish to grant, create, and establish determinable, non-exclusive, perpetual easements in, over, across, under, on, and through the Grantor Property for the benefit of Tax Parcel 111, Tax Map 23, in the Sixth Election District (hereinafter referred to as "Tax Parcel 111"), as specifically shown on attached Exhibit A (which Exhibit A is incorporated herein) as the "10' Private Access Easement to Septic Area for Parcel 111" (hereinafter referred to as the "Access Easement") and the "Private Septic Area for Parcel 111" (hereinafter referred to as the "Septic Area"), for access to the Septic Area and for the installation, maintenance, repair, and/or replacement of a septic system in the Septic Area, which septic system will solely service Tax Parcel 111.

NOW, THEREFORE, THIS DECLARATION OF EASEMENTS, WITNESSETH, that for no monetary consideration but in consideration of the facts stated in the above recitals and the covenants, terms, conditions hereinafter set forth, the Grantors hereby make this Declaration, and declare, covenant, and agree as follows:

1. EASEMENTS. Subject to the terms and conditions as hereinafter set forth, Grantors do hereby grant, create, and establish determinable, non-exclusive, perpetual "Easements", that is, the aforesaid Access Easement and the Septic Area, in, over, across, under, on, and through the Grantor Property, as specifically shown on Exhibit A, for the benefit of Tax Parcel 111 and the owners thereof and their successors and assigns, for access to the Septic Area

11-24-2019 11:55 AM
C013-MM
360.00
60.00
40.00
40.00
Easement
Surcharge
HYMAN
IF - Easement
(No-Taxes) Record 110
22.00
092

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 27th day of August, 2019, by **LAWRENCE R. HYMAN and LOIS W. HYMAN** (formerly Lois W. Meyers) (collectively, "Grantors").

WHEREAS, Grantees are the owners in fee simple of those certain parcels of land located in the County, being part of the lands conveyed by Lawrence B. Hyman a/k/a Lawrence R. Hyman and Lois W. Meyers, now known as Lois W. Hyman, to Lawrence R. Hyman and Lois W. Hyman by that deed dated April 13, 1998 and recorded among the Land Records of Howard County, Maryland in Liber 4305, folio 358; part of the lands conveyed by Mary Force to Lawrence R. Hyman and Lois W. Meyers, now known as Lois W. Hyman, by that deed dated December 30, 1977 and recorded among the aforesaid Land Records in Liber 864, folio 037; part of the lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that adjointer deed dated February 1, 2017 and recorded among the aforesaid Land Records in Liber 17428, folio 001; those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 147; those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that confirmatory adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 155; and those lands conveyed by Lawrence R. Hyman and Lois W. Hyman to the Grantors herein by that confirmatory adjointer deed dated April 24, 2019 and recorded among the aforesaid Land Records in Liber 18687, folio 164 (all of the foregoing parcels are hereinafter referred to as the "Grantor Property"); and

WHEREAS, Grantors wish to grant, create, and establish determinable, non-exclusive, perpetual easements in, over, across, under, on, and through the Grantor Property for the benefit of Tax Parcel 111, Tax Map 23, in the Sixth Election District (hereinafter referred to as "Tax Parcel 111"), as specifically shown on attached Exhibit A (which Exhibit A is incorporated herein) as the "10' Private Access Easement to Septic Area for Parcel 111" (hereinafter referred to as the "Access Easement") and the "Private Septic Area for Parcel 111" (hereinafter referred to as the "Septic Area"), for access to the Septic Area and for the installation, maintenance, repair, and/or replacement of a septic system in the Septic Area, which septic system will solely service Tax Parcel 111.

NOW, THEREFORE, THIS DECLARATION OF EASEMENTS, WITNESSETH, that for no monetary consideration but in consideration of the facts stated in the above recitals and the covenants, terms, conditions hereinafter set forth, the Grantors hereby make this Declaration, and declare, covenant, and agree as follows:

1. EASEMENTS. Subject to the terms and conditions as hereinafter set forth, Grantors do hereby grant, create, and establish determinable, non-exclusive, perpetual "Easements", that is, the aforesaid Access Easement and the Septic Area, in, over, across, under, on, and through the Grantor Property, as specifically shown on Exhibit A, for the benefit of Tax Parcel 111 and the owners thereof and their successors and assigns, for access to the Septic Area

and for the installation, maintenance, repair, and/or replacement of a septic system in the Septic Area, which septic system will solely service Tax Parcel 111.

2. USE; OBLIGATION OF THE PARTIES.

A. The owners of Tax Parcel 111 shall have the non-exclusive use of the Easements, as hereinabove set forth, solely to access the Septic Area when it is reasonably necessary, and to install, maintain, repair, and/or replace a septic system in the Septic Area that will service Tax Parcel 111.

B. The owners of the Grantor Property and their successors and assigns: (i) shall not do anything to interfere with or to impede the aforesaid use of the Easements or to damage in any way the septic system located in the Septic Area and servicing Tax Parcel 111; and (ii) shall not construct any other improvements, including without limitation a septic system, in the Septic Area.

C. To the extent that an owner of Tax Parcel 111 at any time causes an Easement area to be disturbed in connection with an aforesaid use, the owner shall then cause such Easement to be restored to its original condition, including without limitation reasonable landscaping, in a timely and commercially reasonable manner, at such owner's sole expense.

D. The owners of Tax Parcel 111 shall have the obligation to have the septic system, which shall be located in the Septic Area and which shall solely service Tax Parcel 111, maintained in good condition and their sole expense. If said septic system fails, the owners of Tax Parcel 111 shall immediately have it repaired or replaced in an expeditious and commercially reasonable manner, at their sole expense.

E. The owners of Tax Parcel 111 shall not have the right to install any type of road or driveway material in the Access Easement or the Septic Area. Grantors and their successors and assigns (hereinafter collectively referred to as the "Grantor Property Owner") shall have the obligation to keep the Easements reasonably cleared so that the owners of Tax Parcel 111 are able to receive the benefit of the intended use of the Easements, without difficulty.

F. No work performed in an Easement Area on behalf of Tax Parcel 111 or the owners thereof, whether in the nature of installation, construction, alteration, maintenance, repair, or replacement, in any way in connection with the septic system in the Septic Area (hereinafter referred to as the "Septic System Work"), shall be deemed to be for the immediate use and benefit of the Grantor Property Owner or the Grantor Property; and no mechanic's or other lien shall be allowed against the Grantor Property Owner or the Grantor Property by reason of any such work. The owners of Tax Parcel 111 shall place such contractual provisions in all contracts and subcontracts pertaining to such work insuring that no mechanic's liens will be asserted against the Grantor Property Owner or the Grantor Property. Said contracts and subcontracts shall provide, among other things, the following: that notwithstanding anything in said contracts or subcontracts to the contrary, the contractors, subcontractors, suppliers and materialmen (hereinafter collectively referred to as "Contractors") will perform the work and/or furnish the required materials on the sole credit of the owners of Tax Parcel 111; that no lien for

labor or materials will be filed or claimed by the Contractors against the Grantor Property Owner or the Grantor Property; that the Contractors will immediately discharge any such lien filed by any of the Contractor's suppliers, laborers, materialmen or subcontractors; and that the Contractors will indemnify and save the Grantor Property Owner harmless from any and all costs and expenses, including reasonable attorneys' fees, suffered or incurred as a result of any such lien against the Grantor Property Owner or the Grantor Property that may be filed or claimed in connection with or arising out of work undertaken by the Contractors. The owners of Parcel 111 shall pay promptly all persons furnishing labor or materials with respect to any work performed on their behalf by Contractors on or about the Easements. In the event any mechanic's lien shall at any time be filed against the Grantor Property Owner or the Grantor Property or any portion thereof, by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, on behalf of Tax Parcel 111 or the owners thereof and relating to the Septic System Work, the owners of Tax Parcel 111 shall forthwith cause the same to be discharged of record. If the owners of Tax Parcel 111 shall fail to cause such lien forthwith to be discharged after being notified of the filing thereof, then in addition to any other right or remedy of the Grantor Property Owner, the Grantor Property Owner may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, and the amount so paid by the Grantor Property Owner and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by the owners of Tax Parcel 111. The Grantor Property Owner shall not be liable for any labor or materials furnished to the owners of Tax Parcel 111 upon credit, and no mechanics', materialmen's or other liens for any such labor or materials shall attach to or affect the Grantor Property.

G. The owners of Tax Parcel 111 shall indemnify and hold harmless the owners of the Grantor Property and their successors and assigns in connection with any and all liability and/or claims arising out of their use of the Easements, which indemnification shall include without limitation court costs and reasonable attorneys' fees.

3. **BINDING EFFECT.** The grant of Easements made herein is for the direct benefit of Tax Parcel 111, the owners thereof, their successors and assigns, and all parties claiming under and through them. Neither the rights herein granted, nor the use and enjoyment of the Easements shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the same, or any estate therein.

4. **RIGHTS AND OBLIGATIONS**

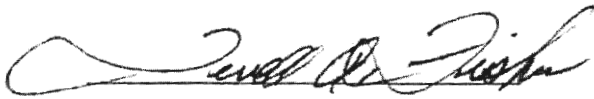
A. Should any of the aforesaid properties be sold under a foreclosure of a deed of trust or by deed in lieu of foreclosure, sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

B. Any disputes hereunder shall be resolved by binding arbitration under the auspices of the American Arbitration Association or its successor. Any judgment award shall include monetary damages, interest, costs, attorneys' fees and expert expenses, to the extent that the foregoing are reasonable.

C. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid properties is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person and/or entity acquired such interest in the aforesaid property. The Easements herein shall be perpetual and shall run with the land.

IN WITNESS WHEREOF, Grantors have caused this Declaration to be executed and ensealed, the day and year first above-written.

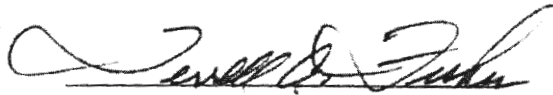
WITNESS:





LAWRENCE R. HYMAN

WITNESS:





LOIS W. HYMAN

STATE OF MARYLAND


CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 27th day of August, 2019, before me, a Notary Public for the state and city aforesaid, personally appeared **LAWRENCE R. HYMAN**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Deed and who acknowledged that he executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above-written.

My Commission Expires 08/12/22





Notary Public (MARIE OREM)


STATE OF MARYLAND

CITY/COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 27th day of August, 2019, before me, a Notary Public for the state and city aforesaid, personally appeared **LOIS W. HYMAN**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Deed and who acknowledged that she executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My commission Expires: 3/12/22

A circular notary seal for Marie Orem, Notary Public, Frederick County, MD. The seal contains the text "MARIE OREM", "NOTARY PUBLIC", and "FREDERICK COUNTY, MD".

Marie Orem
Notary Public (MARIE OREM)

This is to certify that the within instrument was prepared under the supervision of Lawrence R. Hyman, a party named herein

Lawrence R. Hyman
Lawrence R. Hyman