

Tax ID# 01-002449

DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
STORMWATER MANAGEMENT AND STORMWATER MANAGEMENT ACCESS
Section Two, Plat 4; Canal Run P.U.D.

This Deed of Easement/Maintenance Covenants and Agreement is made this 23rd day of June, 2003, by and between PV I, LLC, a Maryland limited liability company ("Grantor"), and the BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Grantee").

WHEREAS, the Grantor is the owner of a certain tract of land located in Frederick County, Maryland, over and across which it is necessary to provide for stormwater management systems and stormwater access which may include, but are not limited to, ditches, pipes, inlets, ponds and culverts (hereinafter "Facilities" or "Facility"), and access to the Facilities, for the benefit of adjacent and nearby properties, and;

WHEREAS, it is necessary to provide for the future maintenance and inspection of these Facilities.

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Board of County Commissioners of Frederick County, Maryland, its successors and assigns, the perpetual stormwater management easement(s), stormwater management access easement(s), and right(s)-of-way as described on EXHIBIT A, attached hereto and made a part hereof, through and across the real estate located in Frederick County, Maryland, being part of the parcel of land which was conveyed unto PV I, LLC, a Maryland Limited Liability Company, by a Deed from Kathryn J. DuFour, Personal Representative of the Estate of Raymond A. DuFour, deceased, dated August 15, 1997, and recorded among the Land Records of Frederick County, Maryland, in Liber 2323, folio 107.

TO HAVE AND TO HOLD said easement(s) and right(s)-of-way, together with the rights and privileges appurtenant to their proper use and benefits, forever, by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, covenants and agrees with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will never erect nor permit to be erected any building or structure of any nature whatsoever, nor fill, nor excavate, nor plant trees within said easement(s) and right(s)-of-way without the prior written consent;

RECORDED
INDEXED
JUN 30 2003 09:47 AM
FEE \$ 0.00
RECORDING FEE \$ 0.00
TOTAL \$ 0.00
GRANTOR'S \$ 1999999
BY 31148012
JUN 30 2003 09:49 AM

SW-POTO-500412E-2A-E

SECOND: That the Grantee, its successors and assigns, shall at all times have a right to enter said easement and right-of-way area(s) for the purposes of inspecting and/or maintaining, repairing or operating the Facilities within said easement(s) and right(s)-of-way, the right of entry to be within the easement area(s) shown on EXHIBIT A hereto.

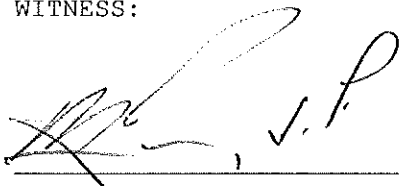
THIRD: The responsibility for the maintenance of the Facilities shall be as set forth in the Maintenance Covenants and Agreement attached hereto as EXHIBIT B and incorporated herein by reference as if fully set forth;

FOURTH: The Grantor further covenants and agrees that the easement(s), right(s)-of-way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its successors and assigns and shall bind all present and subsequent owners of the property identified herein;

FIFTH: The Grantor covenants and agrees that all parties having an interest in the property which is subject to this Deed of Easement have executed this document and agreed to the terms hereof; and

SIXTH: The Grantor will warrant specially said easement(s) and right(s)-of-way and shall execute such further assurances thereof as may be requisite.

WITNESS:



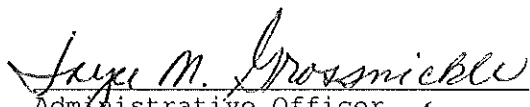
PV I, LLC, a Maryland Limited Liability Company

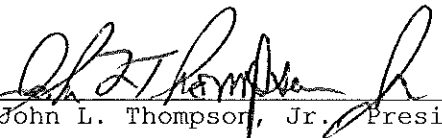
By:  (SEAL)
Andrew V. Mackintosh, Managing Member

GRANTOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
FREDERICK COUNTY, MARYLAND


Administrative Officer 6-19-03

By:  (SEAL)
John L. Thompson, Jr., President

GRANTEE

MJC 6/18/03

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12th day of May, 2003, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Andrew V. Mackintosh, Managing Member of PV I, LLC, a Maryland Limited Liability Company, and he did acknowledge the foregoing instrument to be the act and deed of PV I, LLC, as its Managing Member, and that he is duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and notarial seal.

Karen C. Crum
NOTARY PUBLIC


My Commission Expires: 8/1/06

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 23rd day of June, 2003, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John L. Thompson, Jr., President of the Board of County Commissioners of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate; and at the same time, he made oath in due form of law that he is the President of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Sharon C. Hale
NOTARY PUBLIC

My Commission Expires: 1/30/07

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Krista A. McGowan
Krista A. McGowan, Attorney

PLEASE RETURN TO:
Cory B. McCall
c/o Fred. County Courthouse

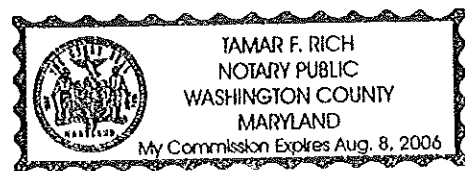
STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 12th day of May, 2003, before me, the Subscriber, a Notary Public in and for the State ~~and County~~ aforesaid, personally appeared William W. Drummond, Trustee for Farmers & Mechanics Bank, and he did acknowledge the foregoing instrument to be his act and deed, as said Trustee, for the purposes herein contained, and he did further certify that he is authorized to make this acknowledgment on behalf of Farmers & Mechanics Bank.

WITNESS my hand and Notarial Seal.

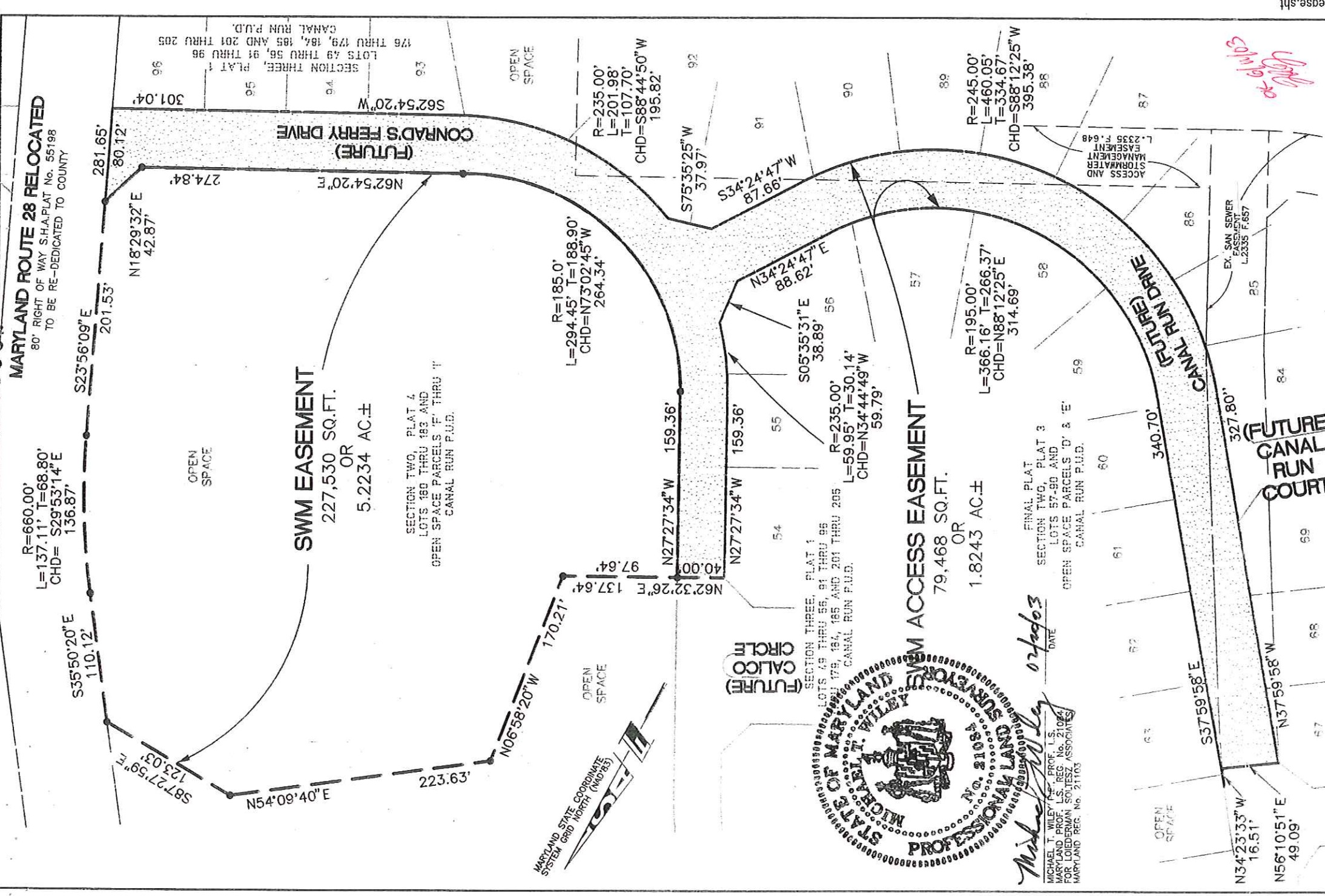
Tamar F. Rich
NOTARY PUBLIC

My Commission Expires: 8/8/06



BK 3886PG0587

EXHIBIT A



MARYLAND ROUTE 28 RELOCATED
 80' RIGHT OF WAY S.H.A. PLAT No. 55188
 TO BE RE-DEDICATED TO COUNTY

SWM EASEMENT
 227,530 SQ.FT.
 OR
 5.2234 AC.±

SWM ACCESS EASEMENT
 79,468 SQ.FT.
 OR
 1.8243 AC.±

EASEMENT EXHIBIT
STORM WATER MANAGEMENT EASEMENT
AND
ACCESS EASEMENT
CANAL RUN P.U.D.

Loiederman Soltesz Associates
 Civil Engineering Land Planning Land Surveying Environmental Sciences
 www.loiederman.com
 7 North Market Street, Pikesville, Maryland, 21076 | 301-586-1240 | Fax: 301-831-8165

SITUATED ON THE WEST SIDE OF MD. RTE. 464
 AND ON THE SOUTH SIDE OF CANAL RUN DRIVE
 BUCKETSTOWN ELECTION DISTRICT No. 1
 FREDERICK COUNTY, MARYLAND
 SCALE : 1"=100' FEBRUARY, 2003.



Michael T. Wiley
 DATE 02/26/03
 MICHAEL T. WILEY, PROF. L.S.
 MARYLAND PROF. L.S. REG. NO. 21084
 FOR LOIEDERMAN SOLTESZ ASSOCIATES
 MARYLAND REG. NO. 21103

S:903-00mse/Survey/Esmts/pond/lease.sht

EXHIBIT B

INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT

STORMWATER MANAGEMENT FACILITIES

1. The Grantor, its successors and assigns, covenants and agrees to provide for the maintenance of all of the Facilities in the easement area(s) to ensure that the Facilities are and remain in proper working condition, in accordance with the approved design Plan(s) No. IP000827 on file with the Frederick County Planning and Zoning and Public Works Departments, and all applicable standards, rules, regulations, and laws. The Grantor, its successors and assigns, shall perform necessary grass cutting and trash removal as part of regular maintenance.

2. Unless otherwise provided, the person(s) or (entity) having legal title to the particular section of property where any Facility is located is responsible for the maintenance of that Facility. In the event one of the Facilities is located on one or more parcels under different ownerships, the owners of the parcels are responsible for their pro rata share of any maintenance.

3. If necessary, Grantor, or its successors or assigns, shall levy regular or special assessments against all present or subsequent owners of property served by the Facility to ensure that the Facility is properly maintained.

4. Upon receipt of notice from the Frederick County Department of Public Works of any problems or deficiencies in the Facilities to be maintained by Grantor, the Grantor or other responsible party will correct problems as directed by the Department of Public Works. If the requested corrections are not made within thirty (30) days, the Department of Public Works may, at its discretion, perform all the necessary work to bring the Facility into compliance with statutory requirements, and the owner(s) of the land(s) upon which the Facility is located shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the property and may be included in the tax bill for the property on which the Facilities are located and collected as taxes by Frederick County.

5. The Grantor shall indemnify and save Frederick County harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the Facilities.

6. The agreement and covenants contained herein shall apply to and bind the Grantor and its successors and assigns, and shall bind all present and subsequent owners of the property served by the Facilities and on which any Facility is located, for such time as each owner is in title to the property affected by the easement(s) created herein.

7. The Grantor shall promptly notify Frederick County if the Grantor transfers the maintenance responsibilities for the Facilities, by providing a copy of the document of transfer signed by all parties.