

C1 3845

SEQUENCE NO. (MDE USE ONLY)

STATE OF MARYLAND WELL COMPLETION REPORT

FILL IN THIS FORM COMPLETELY
PLEASE TYPE

THIS REPORT MUST BE SUBMITTED WITHIN
45 DAYS AFTER WELL IS COMPLETED.

1 2 3 6
(THIS NUMBER IS TO BE PUNCHED
IN COLS. 3-6 ON ALL CARDS)

COUNTY NUMBER A518605

ST/CO USE ONLY
DATE RECEIVED
MM DD YY
8 13

DATE WELL COMPLETED
MM DD YY
10 16 2003

Depth of Well
22 300 26
(TO NEAREST FOOT)

PERMIT NO.
FROM "PERMIT TO DRILL WELL"
HO-94-3811

OWNER RICHMOND AMERICAN HOMES
STREET OR RFD EVERGREEN WAY TOWN WEST FRIENDSHIP
SUBDIVISION GREEN HEDGE SECTION _____ LOT 25

WELL LOG
Not required for driven wells

STATE THE KIND OF FORMATIONS PENETRATED, THEIR COLOR, DEPTH, THICKNESS AND IF WATER BEARING

DESCRIPTION (Use additional sheets if needed)	FEET		check if water bearing
	FROM	TO	
Overburden	0	25	
Gray Rock	25	300	x

water at 50'

GROUTING RECORD yes no
WELL HAS BEEN GROUTED Y N
(Circle Appropriate Box)
44 44

TYPE OF GROUTING MATERIAL (Circle one)
CEMENT CM BENTONITE CLAY BC
45 46 45 46

NO. OF BAGS 8 NO. OF POUNDS 800
GALLONS OF WATER 48
DEPTH OF GROUT SEAL (to nearest foot)
from 0 TOP ft. to 30 BOTTOM 58 ft.
(enter 0 if from surface)

CASING RECORD

casing types insert appropriate code below

ST STEEL CO CONCRETE
 PL PLASTIC OT OTHER

MAIN CASING TYPE PL Nominal diameter top (main) casing (nearest inch) 6 Total depth of main casing (nearest foot) 30

60 61 63 64 66 70

OTHER CASING (if used)

diameter inch depth (feet) from to

E A C H C A S I N G

SCREEN RECORD

screen type or open hole insert appropriate code below

ST STEEL BR BRASS HO OPEN HOLE
 PL PLASTIC OT OTHER

C 2 DEPTH (nearest ft.)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
E																					
A																					
C																					
H																					
S																					
C																					
R																					
E																					
E																					
N																					

SLOT SIZE 1 _____ 2 _____ 3 _____

DIAMETER OF SCREEN _____ (NEAREST INCH)
56 60
from _____ to _____

GRAVEL PACK IF WELL DRILLED WAS FLOWING WELL INSERT F IN BOX 68 _____ 68

MDE USE ONLY (NOT TO BE FILLED IN BY DRILLER)

T (E.R.O.S.) _____ W Q _____

70 _____ 72 _____ 74 75 76 _____

TELESCOPE CASING LOG INDICATOR OTHER DATA

C 3

PUMPING TEST

HOURS PUMPED (nearest hour) 3
8 9

PUMPING RATE (gal. per min.) 4.91
11 15

METHOD USED TO MEASURE PUMPING RATE submersible

WATER LEVEL (distance from land surface)

BEFORE PUMPING 52 ft.
17 20

WHEN PUMPING 231 ft.
22 25

TYPE OF PUMP USED (for test)

A air P piston T turbine
27 27 27

C centrifugal R rotary O other (describe below)
27 27 27

J jet S submersible
27 27

PUMP INSTALLED

DRILLER INSTALLED PUMP YES NO

(CIRCLE) (YES or NO)

IF DRILLER INSTALLS PUMP, THIS SECTION MUST BE COMPLETED FOR ALL WELLS.

TYPE OF PUMP INSTALLED PLACE (A,C,J,P,R,S,T,O) IN BOX 29 _____ 29

CAPACITY: GALLONS PER MINUTE (to nearest gallon) _____ 31 _____ 35

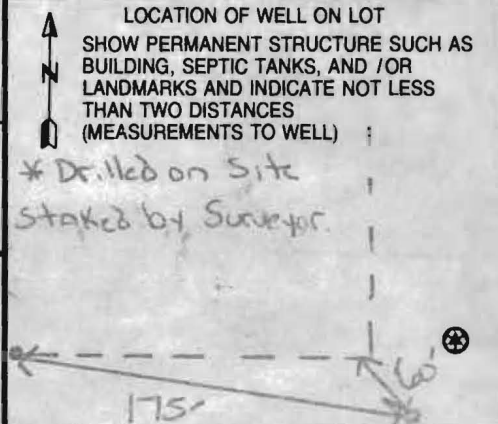
PUMP HORSE POWER _____ 37 _____ 41

PUMP COLUMN LENGTH (nearest ft.) _____ 43 _____ 47

CASING HEIGHT (circle appropriate box and enter casing height)

+ above } LAND SURFACE (nearest foot)
49

- below } _____ (nearest foot)
49 50 51



NUMBER OF UNSUCCESSFUL WELLS: 0

WELL HYDROFRACTURED Y N

- CIRCLE APPROPRIATE LETTER
- A** A WELL WAS ABANDONED AND SEALED WHEN THIS WELL WAS COMPLETED
 - E** ELECTRIC LOG OBTAINED
 - P** TEST WELL CONVERTED TO PRODUCTION WELL

I HEREBY CERTIFY THAT THIS WELL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH COMAR 26.04.04 "WELL CONSTRUCTION" AND IN CONFORMANCE WITH ALL CONDITIONS STATED IN THE ABOVE CAPTIONED PERMIT, AND THAT THE INFORMATION PRESENTED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DRILLER'S LIC. NO. M W D 120

Jimmy B Cook
DRILLER'S SIGNATURE
(MUST MATCH SIGNATURE ON APPLICATION)

LIC. NO. JS D 052

Robert Brown

SITE SUPERVISOR (sign. of driller or journeyman responsible for sitework if different from permittee)

B 1 3069

SEQUENCE NO. (MDE USE ONLY)

STATE OF MARYLAND APPLICATION FOR PERMIT TO DRILL WELL 519567 please type

STATE PERMIT NUMBER

Ho-94-3811 fill in this form completely

Date Received (APA) 09-11-03

OWNER INFORMATION

Richmond American Homes Last Name Owner First Name 34 6200 Old Dobbin Lane, Suite 190 Street or RFD 55 Columbia MD 21045 Town State Zip 76

B 3 LOCATION OF WELL

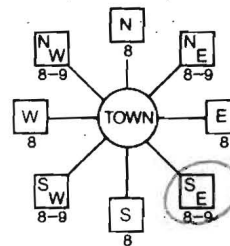
Howard COUNTY 21 Green Henge SUBDIVISION 42 SECTION 44 46 LOT 25 48 50 West Friendship NEAREST TOWN 71 MILES FROM TOWN (enter 0 if in town) 2 73 76 77 78

DRILLER INFORMATION

Sandy B Cochran M WD 120 Driller's Name License No. 81 G Edgar Hair Sons Corp Firm Name 12047 Falls Rd Cockeysville 21038 Address Sandy B Cochran 9-5-03 Signature Date

B 4

DIRECTION OF WELL FROM TOWN (CIRCLE BOX)



Evergreen Way NEAR WHAT ROAD 30

ON WHICH SIDE OF ROAD (CIRCLE APPROPRIATE BOX) NORTH SOUTH DISTANCE FROM ROAD 34 300 37 ENTER FT OR MI 38 39 TAX MAP: 116 BLK: 19 PARCEL 140

B 2 WELL INFORMATION

APPROX. PUMPING RATE (GAL. PER MIN.) 5 8 12 AVERAGE DAILY QUANTITY NEEDED (GAL. PER DAY) 750 14 20

USE FOR WATER (CIRCLE APPROPRIATE BOX)

- D DOMESTIC POTABLE SUPPLY & RESIDENTIAL IRRIGATION
F FARMING (LIVESTOCK WATERING & AGRICULTURAL IRRIGATION)
I INDUSTRIAL, COMMERCIAL, DEWATERING
P PUBLIC WATER SUPPLY WELL
T TEST, OBSERVATION, MONITORING
G GEO-THERMAL

NOT TO BE FILLED IN BY DRILLER HEALTH DEPARTMENT APPROVAL

Howard COUNTY NAME A518605 COUNTY NO. STATE SIGNATURE INSERT S DATE ISSUED 10-03-03 July CO SIGNATURE 10/13/04 EXP. DATE NORTH GRID 530 000 EAST GRID 818 000

APPROXIMATE DEPTH OF WELL 300 FEET

APPROXIMATE DIAMETER OF WELL 6 INCH NEAREST

METHOD OF DRILLING (circle one)

BORED (or Augered) JETTED Jetted & DRIVEN AIR-ROTary AIR-PERCussion ROTARY (Hydraulic Rotary) CABLE REVERSE-ROTary DRIVE-POINT

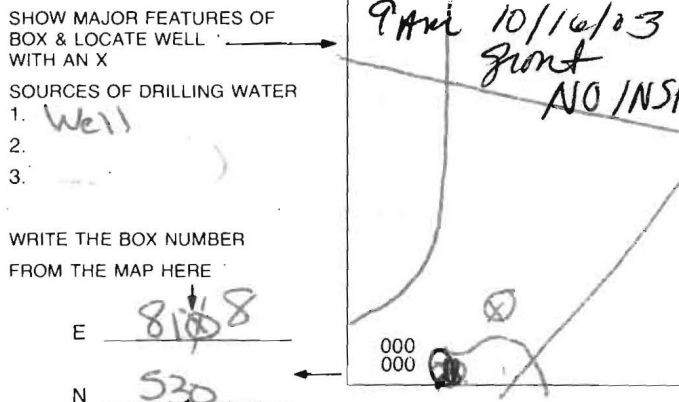
REPLACEMENT OR DEEPEMED WELLS (CIRCLE APPROPRIATE BOX)

- N THIS WELL WILL NOT REPLACE AN EXISTING WELL
Y THIS WELL WILL REPLACE A WELL THAT WILL BE ABANDONED AND SEALED
S THIS WELL WILL REPLACE A WELL THAT WILL BE USED AS A STANDBY-CONTACT LOCAL APPROVING AUTHORITY FOR POLICY ON STANDBY WELLS
D THIS WELL WILL DEEPEM AN EXISTING WELL

PERMIT NUMBER OF WELL TO BE REPLACED OR DEEPEMED (IF AVAILABLE) 41

Not to be filled in by driller (MDE OR COUNTY USE ONLY)

APPROX. PERMIT NUMBER G PERMIT No. Ho-94-3811



DRAW A SKETCH BELOW SHOWING LOCATION OF WELL IN RELATION TO NEARBY TOWNS AND ROADS AND GIVE DISTANCE FROM WELL TO NEAREST ROAD JUNCTION

SPECIAL CONDITIONS

NOTE - APPROVING AUTHORITIES SHOULD USE SEPARATE SHEET IF NEEDED

HOWARD COUNTY HEALTH DEPARTMENT
BUREAU OF ENVIRONMENTAL HEALTH
WATER AND SEWERAGE PROGRAM
TEL: (410)313-2640 FAX: (410)313-2648

Information Form for the Installation of the Well Pump, Pitless Adapter, and Supply Piping

NOTE: The installer is responsible for requesting an inspection prior to 9 am on the day of the desired inspection. No work is to be covered until approved by the Health Department. All installations must comply with the National Standard Plumbing Code (NSPC, as amended locally) and COMAR 26.04.04 (MD Well Construction Regulations). Submission of a complete form is required prior to Use and Occupancy approval.

Company Name: Robert L Feezer Co Inc Telephone #: 410-781-4655
Address: 1321 Barnett Ave
Sykesville, Md 21784

(Must circle one) Licensed Plumber Licensed Well Driller Licensed Well Pump Installer
License # and name of individual responsible for the field installation:
Name (Print): Robert L Feezer License# M 2122

*A licensed individual must perform the actual installation. Apprentices must be under the direct supervision of a licensed journeyman or master plumber, pump installer or well driller. Licenses may be subjected to field verification.

Name of Property Owner: Mueller Homes, Inc Telephone #: 410-549-4444
Subdivision: _____ Lot #: _____ Well Tag #: HO-94-3811
Site Address: 2854 Evergreen Way
Ellicott City, MD 21043

Submersible Pump Data Pitless Adapter Well Cap and Electric Conduit
Make: Stought Make: Campbell Two piece watertight cap: Yes
Model #: 1/2 hrs. Model#: P46 Screened, vented well cap: Yes
Pump Capacity 5 GPM Depth: 4 1/2 (36" min) Cap secured to casing: Yes
Well Yield: 4.9 GPM NSF approved: _____ Conduit min 18" B.G.: Yes
Depth of well encountered at time of pump installation: _____ (feet) Conduit secured to well cap: Yes
If pump capacity exceeds well yield, a low water cut off switch is required by NSPC 1990 Section 17.8.4
Torque arrestors or Cable guards are required - Must circle one
Safety rope, if used, attached to inside of well casing with eye bolt _____

Piping to house House Connection
Type: Flex PVC sleeved to undisturbed soil at well penetration: Yes
PSI: 200 (150 psi min) Approximate length of sleeve: 50'
Depth of supply line: 4 1/2 (36" min) Sleeve caulked and sealed properly: Yes

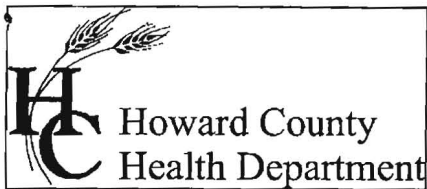
The water supply line is required to be at least ten feet from the septic tank, pump chamber, sewage piping, distribution box, drainfields, and sewage reserve area. If this cannot be accomplished, contact this office for approval prior to installation.

Signature of company representative responsible for installation: Robert L. Feezer date: 7/18/06

For Health Department Use Only - Not to be completed by Installer

Date Insp. Requested: _____ Date Insp. Approved: 11/8/06 GAC
Inspection Data: Pitless adapter and water supply line at least 36" below grade
Two piece cap installed and attached to casing securely
Elec. conduit extends at least 18" below grade/attached to cap properly
Safety rope installed inside of well casing
Correct well tag attached properly and casing 8" above finished grade
Water supply line sleeved adequately at house connection
Adequate grout observed below pitless adapter

OK 11/8/06
GAC



Bureau of Environmental Health
7178 Columbia Gateway Drive Columbia, Maryland 21046-2132
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

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

November 9, 2006

Mueller Homes, Inc.
P.O. Box 115
West Friendship, MD 21794

SENT VIA FACSIMILE 410-549-4440

RE: Green Henge, Lot 25
2854 Evergreen Way
Ellicott City, MD 21042
BP #: B00158381
Well Permit # HO-94-3811

Dear Sir:

This is to advise you that the septic system for the above referenced property has been installed and inspected. **Final approval of the septic system was granted on 10/20/2006. Final approval of the well line connection to the dwelling was approved on 11/08/2006.**

The water sample results indicate that the water samples submitted for testing were free of coliform and fecal coliform bacteria at the time of sampling and are bacteriologically safe for drinking. The water sample results were found to be in compliance with COMAR water quality standards.

INTERIM CERTIFICATE OF POTABILITY

This certifies that the initial sampling requirements of COMAR 26.04.04 "Well Regulations" have been met for the water supply system installed under well permit #HO-94-3811. Although the submitted sample results are in compliance with COMAR standards, the Health Department does not guarantee water supplies. Based upon satisfactory investigation and evaluation, the Howard County Health Department as authorized by the Maryland Department of the Environment accepts this well system as required by COMAR 26.04.04.

This certificate may become final upon completion of the second bacteriological test, which is to be taken by the county health department within six months of receipt of this letter. **Please contact (410) 313-1773 to schedule a final water sample appointment. Currently, there is no charge for this final sampling.**

Date of Water Samples: 10/12/2006
Date of Well Completion: 10/16/2003

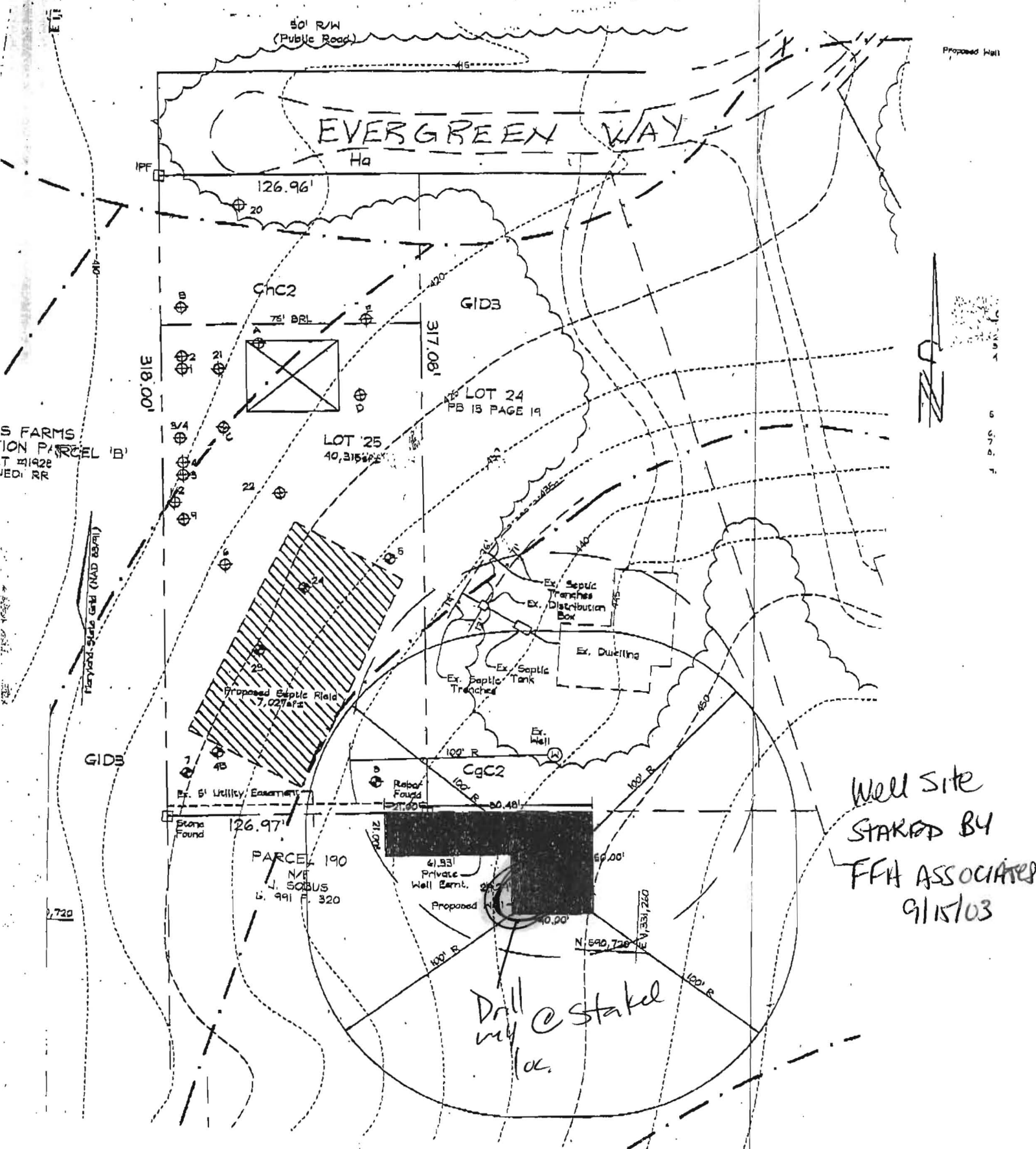
Approving Authority,


Stuart Oster, R. S.

Well & Septic Program

cc: Building Inspector's Office
Community Health Services
File

GREEN HEDGE LOT 25



Well Site
STAKED BY
FFA ASSOCIATES
9/15/03

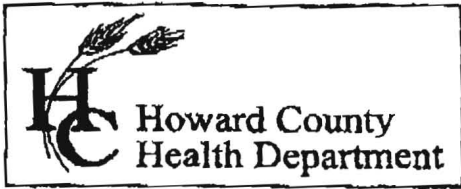
Drill
w/ @ Staked
loc.

S FARMS
ION PARCEL 'B'
T #1928
ED. RR



6
7
8
9

7,720



3525 H Ellicott Mills Drive • Ellicott City, MD 21043
 (410) 313-2640 Fax (410) 313-2648
 TDD (410) 313-2323 Toll Free 1-866-313-6300
 website: www.hchealth.org

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

ATTENTION WELL DRILLERS!!!

When submitting a well application for a new or replacement well, please indicate one of the following:

- The well site has been staked by FFH Associates on 9/15/03 and is ready for site inspection.
- _____ will call the Health Department for a time to meet in the field to verify a well location.
- Site plan for new well is attached to well permit application.

Please attach this sheet when submitting your green application. This should help improve communication allowing a more timely service for our citizens.

KN

Greenhenge Lot 25

CERTIFICATE OF ANALYSIS



TRACE LABORATORIES
 5 North Park Drive
 Hunt Valley, MD 21030
 Telephone: 410/252-7742
 Telephone: 410/584-9099
 Fax: 410/584-9117
 Email:
 tracelab@connext.net
 www.tracelabs.com

Maryland State Certified
 Water Quality Laboratory
 No. 318

Requester:
 Mueller Homes, Inc
 7520 Main Street Suite 201
 Sykesville, Maryland 21784

S/O Number: 60083
Report Date: October 13, 2006

Property Sampled: 2854 Evergreen Way

County: Howard
Subdivision: Greenhenge
Lot #: 25
Building Permit #: B00158381
Tax Map #: 72
Parcel #: 522

Date/Time Collected: October 12, 2006 at 10:05 am
Date/Time Received: October 12, 2006 at 12:00 pm

Sample Location: Laundry Tub Tap
Sampler ID: 6551DB
Samples Iced: Yes
Residual Cl₂ <0.1 mg/L: Yes

Well Tag Number: HO-94-5811
Well Condition: 2-Piece Cap
 Satisfactory

Water Conditioning/Treatment: NONE

PARAMETER	RESULT	METHOD	MCL/*SMCL	
Nitrate	3.5 mg/L as N	SM 4500D	10 mg/L as N	Pass
Turbidity	<1.0 NTU	EPA 180.1	10 NTU	Pass
pH	5.1 Units	EPA 150.1	*6.5-8.5 Units	***
Sand	Negative		Negative	
Total Coliform	Absent	SM 9223B	Absent	Pass
E.coli	Absent	SM 9223B	Absent	Pass

Heather R. Beam
 Heather R. Beam
 Manager-Drinking Water Testing

MCL=Maximum Contamination Level
 *SMCL=Secondary Maximum Contamination Level
 ***A non-enforceable parameter that may cause cosmetic effects or aesthetic effects (such as taste, color or odor) in drinking water.

LIBER 07873 FOLIO 19

Ret to Rky

EASEMENT AGREEMENT

000610

THIS EASEMENT AGREEMENT (this "Agreement") is made this 29 day of August, 2003, by and between Jerome Sobus ("Grantor") and John G. Rice ("Grantee").

Explanatory Statement

A. Grantor is the owner of that certain real property and improvements thereon known as Parcel 190 shown on Tax Map 16 situated in Howard County, Maryland, which is further described in a deed recorded among the Land Records of Howard County at Liber 991 Folio 320 and incorporated by reference (the "Sobus Property"); and

B. Grantee is the owner of that certain real property and improvements thereon known as Parcel 257 shown on Tax Map 16 and as Lot 25 in the development known commonly as "Green Henge" situated in Howard County, Maryland, and referenced as (the "Lot 25 Property"); which Lot 25 Property is adjacent to the Sobus Property; and

C. Grantee is desirous of obtaining an easement upon, over and under the Sobus Property for benefit of the Lot 25 of Green Henge subdivision and for the purposes stated below, and Grantor is willing to grant such an easement upon, over and under that portion of the Sobus Property which is further described below, subject to the terms, conditions and provisions hereof; and

Agreement

NOW, THEREFORE, in consideration of the Explanatory Statement, which is hereby made a substantive part of this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Perpetual Easement. Grantor hereby conveys unto the Grantee, its successors and assigns, a perpetual exclusive easement, license, right and privilege of passage and use upon, over and under that portion of the Sobus Property shown and described herein as the Easement Area, said grant and conveyance being for the sole benefit of Grantee and its successors and assigns, as the owner of the Lot 25 Property, and being subject to and in strict accordance with the terms and conditions contained in this Agreement.

2. Use of Easement Area. The Easement Area shall be used solely for the installation, construction, operation, maintenance, replacement and repair of a well water system and related equipment and appurtenant facilities for the carrying and transmission of well water to and for the use, service and benefit of the Lot 25 Property (collectively,

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the "Facilities"), and other related and similar purposes (the "Permitted Uses"). This Section shall not be construed as requiring the Grantor to construct or maintain any access road or driveway to or through the Easement Area.

3. **Easement Area.** The easement area shall be that portion of the Sobus Property shown and more particularly described on Exhibit "A" and Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

4. **"AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.** Grantee accepts the Easement Area in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Grantor makes no warranties and/or representations with respect to the Sobus Property or the Easement Area, or that the Easement Area is suitable for the Permitted Uses or for any use thereof by Grantee or any other party that a well which meets Howard County requirements or the Grantee's requirements will be obtained.

5. **Maintenance of Facilities.** Grantee agrees that Grantee shall, at Grantee's sole cost and expense: (a) install, construct, operate, maintain and replace the Facilities in a safe condition, and in a neat, responsible and workmanlike manner; (b) perform all construction and work in such a way as to reasonably minimize interference with the Grantor, the Sobus Property and any occupants therein; (c) obtain, prior to the commencement of any construction and work, all necessary federal, state and municipal permits, licenses and approvals; and (d) restore any portions of or improvements to the Sobus Property which are disturbed by Grantee's entry into the Sobus Property in connection with the Permitted Uses herein to their condition immediately prior to Grantee's entry.

6. **Grantor's Use of the Easement Area.** Grantor shall have the right to landscape the Easement Area, or any portion thereof, provided, however, nothing herein shall give Grantor the right to take any action or construct any improvements with respect to or within the Easement Area which would interfere in any manner or to any degree with the Facilities or with any rights of Grantor under this Agreement.

6. **Assumption of Risk.** All installation, construction, operation and maintenance concerning or related to the Facilities shall be at Grantee's sole risk, cost and expense. Grantor shall not be liable for damages relating to the Facilities or any other improvements or equipment placed by Grantee within the Easement Area, unless the same is caused solely by Grantor's negligence or willful misconduct, or by the negligence or willful misconduct of persons under Grantor's direct and immediate control.

7. **Ownership and Removal.** The Facilities installed within the Easement Area by Grantee shall be and remain throughout the term of this Agreement the property of Grantee, regardless of whether or not such property is considered to have been affixed to the Sobus Property. Grantee shall, at Grantor's election and direction and at Grantee's sole cost and expense, remove the Facilities from the Easement Area and the Property upon the expiration or earlier termination of this Agreement pursuant to Section 11

BA3244658.01

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below. If, upon Grantor's demand, Grantee fails promptly to remove the Facilities, Grantor shall have the right, but not the obligation, to remove the Facilities at Grantee's sole cost and expense, in which such event, Grantee shall reimburse Grantor any such cost and expense promptly upon demand therefor.

8. Access to Easement Area. Subject to the terms and conditions in this Agreement, Grantee, and its authorized representatives, shall have the right to enter the Easement Area at any and all times throughout the term of this Agreement for the sole and limited purpose of operating, maintaining, repairing and replacing the Facilities and of carrying out the intention of this Agreement. In furtherance of the foregoing, Grantor shall provide Grantee, and its authorized representatives, adequate means of unimpeded access to the Easement Area. This Section shall not be construed as requiring the Grantor to construct or maintain any access road or driveway to or through the Easement Area.

9. No Interference.

a. Grantee hereby acknowledges, agrees, represents and warrants that Grantee's Permitted Use of the Easement Area shall not and will not materially and adversely interfere with: (a) the general use of the Sobus Property; or (b) the operation of any other utility, communication, or other similar systems currently or hereafter situated within, or otherwise providing service to, the Sobus Property. If any such interference occurs, Grantor shall give Grantee immediate notice thereof and Grantee shall cure such interference within sixty (60) days after Grantee's receipt of such notice of interference, provided, however, that if Grantee cannot cure such interference within said sixty (60) day period despite Grantee's diligent and good faith effort, Grantee shall have such additional time as may be reasonably required to effect such cure so as long as Grantee promptly, diligently and continuously pursues completion of the cure.

b. If Grantee shall fail in its duty to cure any interference as aforesaid, Grantor shall have the right, but not the obligation, to cause such interference to be enjoined, cured or abated at Grantee's sole cost and expense, in which event Grantee shall reimburse Grantor the reasonable and verifiable costs and expenses incurred by Grantor in connection therewith within thirty (30) days of written demand. In addition, Grantor shall be authorized to enter onto the Easement Area to effect a cure of any interference, without process of law and without being guilty of trespass.

c. If any aforesaid interference shall continue unabated and shall continue to materially and adversely interfere with the use of the Sobus Property (as determined by Grantor in its reasonable and good faith discretion), Grantor shall have the right to terminate this Agreement upon written notice to Grantee, whereupon Grantee shall immediately cease any operations of the Facilities within the Easement Area and shall, upon Grantor's direction, remove the Facilities at Grantee's sole cost and expense.

10. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all reasonable and verifiable losses, damages, liability and expense (including court costs and reasonable attorneys' fees) resulting from injury to or

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death of persons, or from loss to or damage of property, caused by or arising out of (a) the fault or negligent acts or omissions of Grantee in connection with activities undertaken in accordance with this Agreement; (b) the construction, installation, maintenance, repair, replacement or removal of the Facilities and/or any equipment placed within the Easement Area by Grantee; (c) the presence of any equipment or the facilities placed within the Easement Area by Grantee, and/or (d) the exercise or use of the Easement Area by the Grantee, its agents or invitees; provided, however, Grantee shall not indemnify Grantor for any losses, damages, liability, and/or expenses that are incurred as a result of the willful misconduct or gross negligence of Grantor or anyone under the control of Grantor.

11. Termination. Except as expressly stated herein, this Agreement, and the easement granted hereunder, shall be perpetual and continuing in duration and shall be an easement appurtenant to the use and occupation of the Lot 25 Property, for the continuing benefit of the Lot 25 Property and as a continuing burden on the Sobus Property. This Agreement, and the easement rights granted to Grantee by Grantor hereunder, may only be terminated (except as may be expressly set forth and permitted elsewhere in this Agreement) by a written agreement executed by the parties or the then-owners of the Lot 25 Property and the Sobus Property.

12. Notices. All notices, demands, requests or other communications which are required to be given or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Grantor: Jerome & Martha Sobus
12142 Triadelphia Road
Ellicott City, Maryland 21042

If to Grantee: John & Robin Rice
5874 Montgomery Road
Elkridge, Maryland 21075

Each notice, demand, request, or communication which is mailed or delivered in the manner described above shall be sufficiently given, served, sent or received for all purposes at such time it is delivered to the addressee first named above for each party (with the return receipt verification of delivery being deemed conclusive evidence of such notice), or at such time as delivery is refused by addressee upon presentation.

Either party may designate by notice in writing (upon not less than ten (10) days' notice) a new address and/or individual to which any notice, demand, request or communication made thereafter shall be so given, served or sent.

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13. Miscellaneous

a. For a Mature. Whenever a period of time is herein prescribed for the taking of any action by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or material, war, governmental laws, regulations or restrictions, or any other comparable cause whatsoever beyond the reasonable control of the party required to act.

b. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

c. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without accordance to conflict of law principles.

d. Modification. Any modification of this Agreement or any additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

e. Successors and Assigns. The rights, privileges, duties and obligations contained in this Agreement shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement in accordance with the terms and conditions set forth herein, by their respective seals as of the day and year first above written.

WITNESS:

Martha Sobus

GRANTOR:

Jerome Sobus (SEAL)
Name: Jerome Sobus

Jerome Sobus

Martha Sobus (SEAL)
Name: Martha Sobus

WITNESS:

John O. Rice

GRANTEE:

John O. Rice (SEAL)
Name: John O. Rice

BA3244658.01

LIBER 07873 PAGE 424

FSH Associates

Engineers Planners Surveyors

July 30, 2003

Exhibit "A"

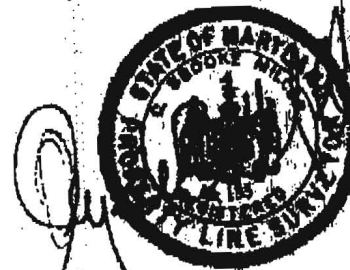
Description of a 3,291.08 Sq. Ft. or 0.076 acres
Private Well Easement for Jerome & Martha Sobus

This description was prepared without the benefit of a boundary survey.

Beginning for the same at a point 105.97 feet from a stone found at the beginning of the third or South 85 degrees 24 minutes 09 seconds East, 454.92 foot line of a deed dated January 31, 1979, from Jack W. Lewis and Carol S. Lewis, his wife to Jerome Sobus and Martha Sobus, his wife and recorded among the Land Records of Howard County, Maryland in Liber 991, Folio 320, thence running and binding along said third line, as now surveyed

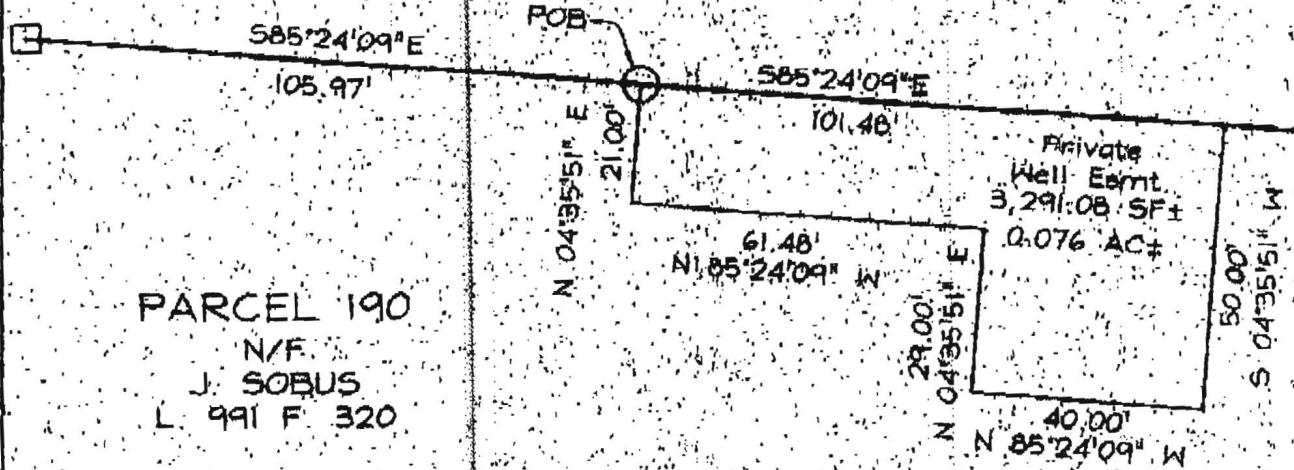
1. South 85 degrees 24 minutes 09 seconds East, 101.48 feet to a point, thence leaving said line and running over and through said Sobus Property
2. South 04 degrees 35 minutes 51 seconds West, 50.00 feet to a point, thence
3. North 85 degrees 24 minutes 09 seconds West, 40.00 feet to a point, thence
4. North 04 degrees 35 minutes 51 seconds East, 29.00 feet to a point, thence
5. North 85 degrees 24 minutes 09 seconds West, 61.48 feet to a point, thence
6. North 04 degrees 35 minutes 51 seconds East, 21.00 feet to the point of beginning.

Containing 3,291.08 square feet or 0.076 acres of land more or less.



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PARCEL 190
 N/F
 J. SOBUS
 L. 991 F. 320

Private
 Well Exmt.
 3,291.08 SF±
 0.076 AC±

FSH Associates

Engineers Planners Surveyors
 8318 Forrest Street, Ellicott City, MD 21043
 Tel: 410-750-2251 Fax: 410-750-7350
 E-mail: FSHAssociates@cs.com

DESIGN BY: CB Miller
 DRAWN BY: Slm
 CHECKED BY: CB Miller
 SCALE: 1"=30'
 DATE: July 30, 2008
 W.O. No.: 3178
 SHEET No.: 1 OF 1

Exhibit 'B'

GREENHEDGE

TAX MAP 15 PARCEL 190
 3RD. ELECTION DISTRICT HOWARD COUNTY, MARYLAND

UENR07873-00426

IMP FB SURE \$	28.00
RECORDING FEE	20.00
TOTAL	48.00
Original Home	58226
Doc No	1710
Doc Date	03-23-06