

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

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

RECEIPT DATE: 4/4/14 **ONSITE SEWAGE DISPOSAL SYSTEM** P 546302-B  
 INSTALLATION **PERMIT**  
 APPROVAL DATE: \_\_\_\_\_ A \_\_\_\_\_  
**SEWER HOUSE CONNECTION**

PROPERTY ADDRESS: 12325 Autumn Tree Lane  
 SUBDIVISION: Walnut Creek LOT: 8 TAX ID: 05-454336  
 CONTRACTOR: South Carroll Backhoe EMAIL: \_\_\_\_\_  
 CONTRACTOR ADDRESS: 4410 Salem Bottom Road, Westminster, MD 21157 PHONE: 410-596-3618  
 PROPERTY OWNER: Trinity Quality Homes EMAIL: \_\_\_\_\_  
 OWNER ADDRESS: 3675 Park Avenue Ste 301, Ellicott City, MD 21043 PHONE: 443-324-9806

NUMBER OF BEDROOMS: 4 HOUSE SQ. FT. \_\_\_\_\_ CONNECTED TO PUBLIC WATER:  YES  NO

LOCATION:	INSTALL 4" SEWER LINE PER APPROVED SITE PLAN.
NOTES:	Set septic tank per layout inspection. Howard County Bureau of Utilities approval of grinder pump is required prior to septic permit approval.

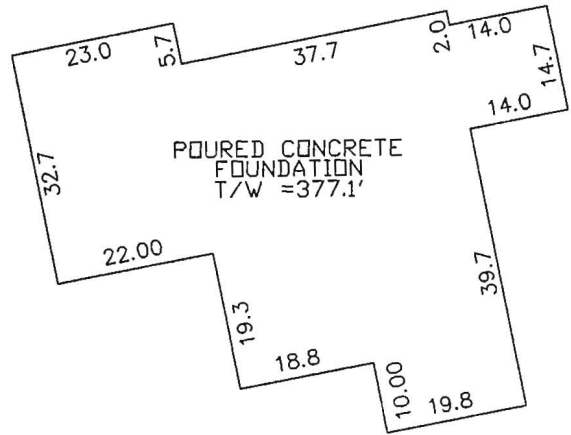
ISSUED BY: Heidi Scott ISSUE DATE: 4-4-14 EXPIRATION DATE: 4-4-15

- NOTE: HOWARD COUNTY BUREAU OF UTILITIES APPROVAL OF GRINDER PUMP INSTALLATION IS REQUIRED PRIOR TO SEPTIC PERMIT APPROVAL
- NOTE: CONTRACTOR MUST SCHEDULE AN INSPECTION AND GAIN APPROVAL OF ALL COMPONENTS PRIOR TO COVERING
- NOTE: AN ELECTRICAL PERMIT IS REQUIRED FOR INSTALLATION OF ANY ELECTRICAL COMPONENTS OF THE SYSTEM

NEITHER THE HOWARD COUNTY COUNCIL NOR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF ANY SYSTEM.  
 PERMITTEE RESPONSIBLE FOR OBTAINING FINAL APPROVAL ON THIS PERMIT.  
 CALL 410-313-1771 FOR INSPECTION OF SEPTIC SYSTEM.



THIS WALL CHECK DRAWING CONTAINS A HORIZONTAL TOLERANCE IN ACCURACY OF 0.1' AND A VERTICAL TOLERANCE IN ACCURACY OF 0.2'



DETAIL

AUTUMN TREE LANE  
40' R\W

R-55.00'  
L= 43.49'

10' X 10' PUBLIC SEWER & UTILITY EASEMENT

10' PUBLIC TREE MAINTENANCE EASEMENT

LOT 7

*House has moved and design has changed  
Wall Check OK 4-4-14*

MARYLAND STATE GRID MERIDIAN (NAD83/91)

SEE DETAIL

LOT 8  
33,186 sq.ft.

PART OF NON-BUILDABLE PRESERVATION PARCEL 'B'

PART OF BUILDABLE BULK PARCEL PARCEL 'E'

EX. WELL  
HO-95-1390



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE IMPROVEMENTS ARE LOCATED AS SHOWN AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

PROFESSIONAL CERTIFICATION; I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROPERTY LINE SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 267, EXPIRATION DATE JULY 28, 2014.

*Thomas M. Hoffman Jr.*

1-22-14

THOMAS M. HOFFMAN JR., PROPERTY LINE SURVEYOR #267 DATE

BUILDING PERMIT #13004173

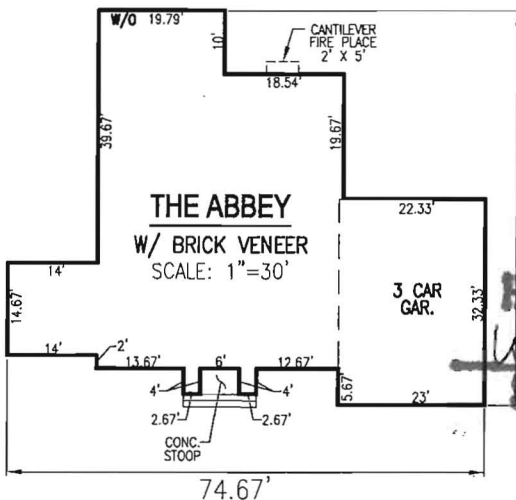
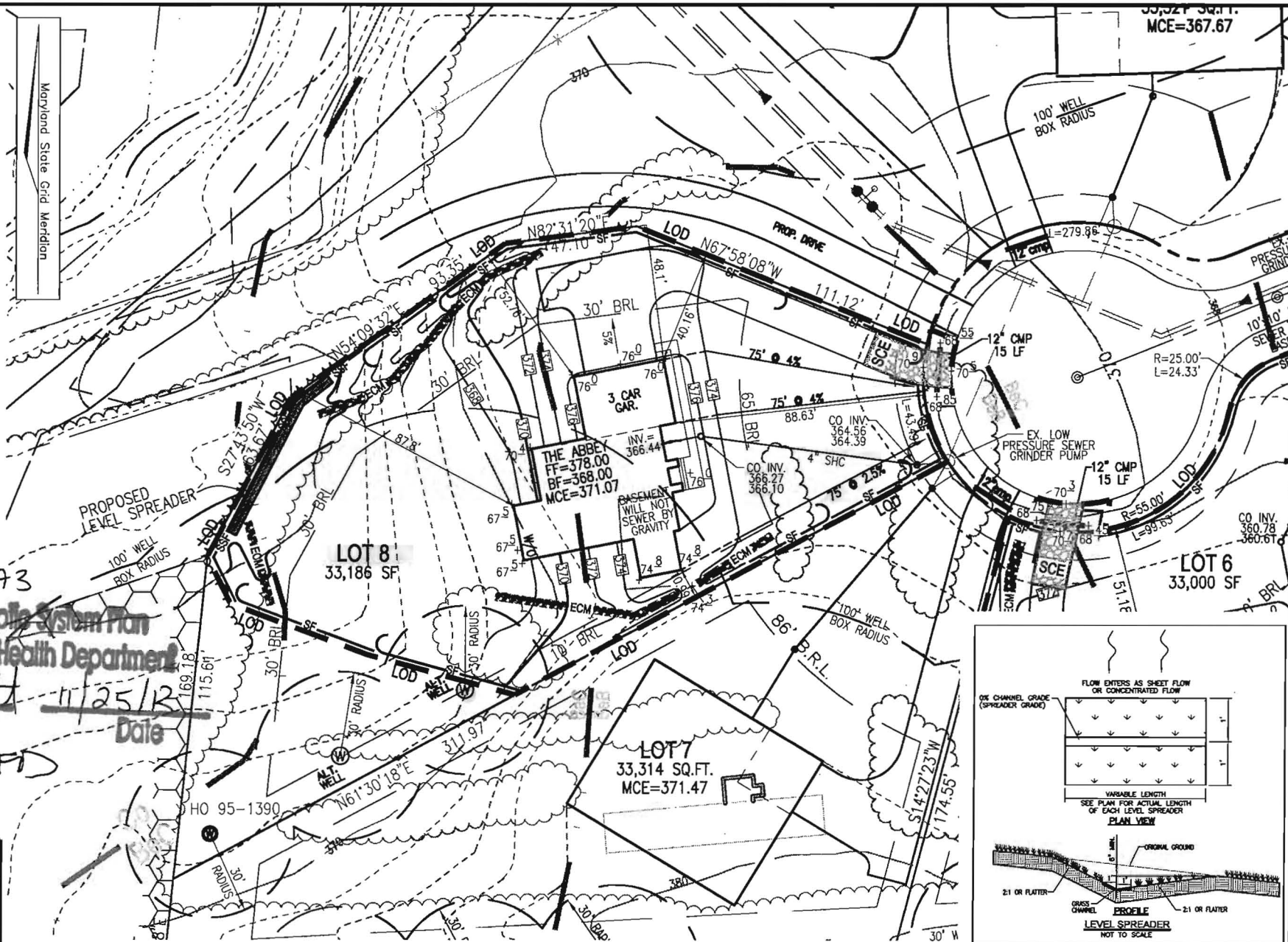
SCALE 1" = 50'	DATE 1/20/14	ROBERT H. VOGEL ENGINEERING, INC. ENGINEERS - SURVEYORS - PLANNERS 8407 MAIN STREET ELLCOTT CITY, MARYLAND 21043 TEL: 410-461-7666 FAX: 410-461-8961	WALL CHECK DRAWING 12325 AUTUMN TREE LANE LOT 8 WALNUT CREEK PLAT NO. 20632 FIFTH ELECTION DISTRICT HOWARD COUNTY, MARYLAND
DRAWN BY R.E.D.	CHECKED BY T.M.H.		
PLAT NUMBER 20631-20647	JOB NUMBER 13-21.00		

THE EXISTING WELL SHOWN ON LOT 8 TAG NO. 95-1390 HAS BEEN FIELD LOCATED BY FISHER, COLLINS, & CARTER, INC., AND IS ACCURATELY SHOWN.

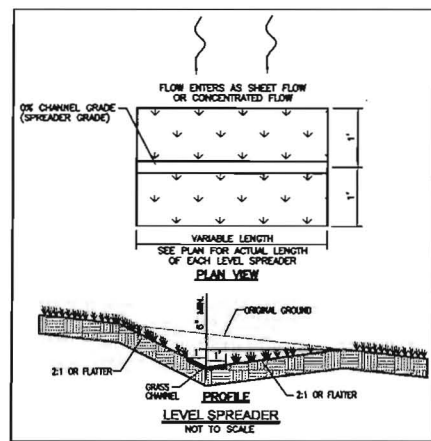
BUILDING OF LOT 8 FLOOR AREAS:  
 BASEMENT FLOOR AREA: 2180  
 FIRST FLOOR AREA: 2215  
 SECOND FLOOR AREA: 2560  
 BEDROOMS: 4

NOTE: STORMWATER MANAGEMENT (WQv AND CPv) IS PROVIDED BY EXTENDED DETENTION FACILITY, ONE RAIN GARDEN, ROADWAY GRASS CHANNELS, AND ON-LOT LEVEL SPREADERS (F-07-076).

BUILDING PERMIT NO. \_\_\_\_\_



62 B13004173  
**Approved Septic System Plan**  
**Howard County Health Department**  
*Walter Sott*  
 Signature \_\_\_\_\_ Date 11/25/13  
 4 BR SFD



SCALE: AS SHOWN  
 DRAWN BY: JMR  
 CHECKED BY: RHV  
 DATE: OCTOBER 2013  
 PROJECT #: 13-21  
 SHEET#: 1 OF 1

**PLOT PLAN**  
**WALNUT CREEK**  
**LOT 8**  
**REF: F-07-076**  
 TAX MAP 28 PARCEL 49  
 BLOCK 11  
 5TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

**ROBERT H. VOGEL ENGINEERING, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 8407 MAIN STREET ELLICOTT CITY, MD 21043 TEL: 410.461.7666 FAX: 410.461.8961

LEGEND:  
 75'@4% ROOFTOP DISCONNECT (N-1)  
 SCALE 1"=50'

**OWNER**  
 TRINITY QUALITY HOMES, INC.  
 3675 PARK AVENUE, SUITE 301  
 ELLICOTT CITY, MARYLAND 21043  
 (410) 480-0023

**ADDRESS**  
 12325 AUTUMN TREE LN.  
 ELLICOTT CITY, MD 21042  
 GP: 13-038

**Martin, Sharhonda**

---

**From:** Tudor, Matt  
**Sent:** Friday, November 14, 2014 3:02 PM  
**To:** tkeane@trinityhomes.com; Bernard, Dana; Baucom, Scott  
**Cc:** Martin, Sharhonda; Wolf, Kevin; Baker, Brian; Williams, Jeffrey; Porter, Michael  
**Subject:** FW: U&O Release 12325 Autumn Tree Ln.

Greetings,

Original BOU Release was sent on the morning of October 10<sup>th</sup>

I received a distressed phone call from Tim Keane from Trinity Homes regarding his ICOP. Should the Bureau of Utilities include Dana Bernard when we send notice of our U&O Release for a property?

W. Matt Tudor, Operations Supervisor II  
Howard County DPW, Bureau of Utilities  
8270 Old Montgomery Road  
Columbia, Maryland 21045  
410-313-4934 office  
410-978-1320 mobile

---

**From:** Baucom, Scott  
**Sent:** Friday, October 10, 2014 7:12 AM  
**To:** Day, Lori; Wolf, Kevin  
**Cc:** Hart, Amy; Rocco, Anthony; Tudor, Matt; Baker, Brian; Martin, Sharhonda; Williams, Jeffrey; Bozell, Duane  
**Subject:** U&O Release 12325 Autumn Tree Ln.

On the morning of October 9th, Scott Baucom observed the start-up of a Sewage Grinder Pump at the Walnut Creek Shared Septic System:

Walnut Creek, Contract 4440 Phase 1  
Trinity Quality Homes, Lot #8  
12325 Autumn Tree Ln.  
Clarksville, MD 21029

The Sewage Grinder Pump test was successful ; the Bureau of Utilities releases its hold on this property for U&O.

Scott Baucom  
Operations Supervisor I  
Howard County DPW, Bureau of Utilities  
8270 Old Montgomery Rd.  
Columbia, MD 21045  
Office (410) 313-4975  
FAX (410) 313-4989

ORDER 15339 FOLIO 174

0001.35

LR - Agreement Recording Fee 20.00

Grantor/Grantee Name:

Esposito

Bureau of Environmental Health Control #: 135

7178 Columbia Gateway Drive LR Columbia, MD 21046

(410) 313-2640 Fax (410) 313-2648 40.00

TDD (410) 313-2323 Toll Free 1-866-313-6300 0.00

website: www.hchealth.org

SubTotal: 60.00

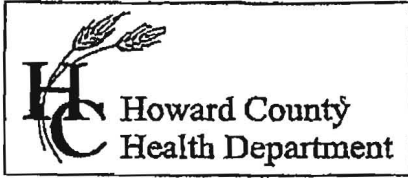
Total: 242.00

#2207590-1

11/15/2013 01:28 CC13-DS

#2207590 CC0503 - Howard Co

Columbia/CC05.03.02 -



Peter L. Beilenson, M.D., M.P.H., Health Officer

**AGREEMENT FOR APPROVAL OF AN INDIVIDUAL DRINKING WELL WITH AN ON-SITE TREATMENT SYSTEM**

This agreement is entered into by and between the Howard County Health Department ("the Health Department") and Bino & Lita Esposito ("the Owner").

WHEREAS, the Owner owns a tract of land at street address 1225 Autumn Tree Ln., Clarksville, MD and the deed and subdivision plat of the property is recorded among the Land Records of Howard County, Maryland, Tax Map # 28, Block # 11, Parcel # 49, lot 8 Deed Reference # 11276/36 and Tax Account # 05-454336 ("the Property").

WHEREAS, the Property lacks an available public drinking water source and is required to have an individual well as the source of drinking water for the residence of the property.

WHEREAS, the Owner has installed a residential drinking well under well permit HO-95-1390 that has been tested by the Health Department (or a private laboratory certified to perform testing) for radionuclide particles. The results of the tests have shown that the gross alpha particle content and/or the gross beta particle content and/or the combined radium 226/228 levels exceeds the standards of 15 picocuries per liter (pCi/L), 4 millirems per year (mrem/yr) and/or 5pCi/L respectively.

WHEREAS, The Maryland Department of the Environment (MDE) has promulgated rules and regulations under which a Certificate of Potability may be issued and has delegated the authority to issue such Certificate to the Health Department.

WHEREAS, MDE regulations permit the Health Department to issue as a special condition, a permanent deviation to the Certificate of Potability for individual wells where treatment has been installed to meet the maximum contaminate levels (MCL's) for radionuclides.

WHEREAS, MDE has determined that radium can be effectively removed from the drinking water by the use of treatment devices (e.g., ion exchange or reverse osmosis).

WHEREAS, the Owner is requesting that the Health Department issue a Certificate of Potability contingent upon installation and maintenance of a water treatment device to reduce radionuclides.

WHEREAS, neither the Owner nor the Health Department has knowledge of an alternative safe source of water for the Property.

2-20

WCK 8

NOW THEREFORE, the parties have agreed to the following terms and conditions:

1. The Owner will record this Agreement among the Land Records of Howard County, Maryland and provide confirmation to the Health Dept.
2. The Owner agrees to install and maintain a water treatment device, which effectively reduces the gross alpha, gross beta and radium levels to below their respective MCL. The Health Department shall verify that the treatment device is operating effectively and the Owner agrees to allow access to the Health Department to collect a follow-up sample(s).
3. The Health Department shall issue a Certificate of Potability for the well once follow-up sampling shows acceptable gross alpha, gross beta (short and long term) and radium 226 / 228 levels.
4. The Owner agrees that there shall be no liability on part of the Health Department for any immediate or long term impacts to health or property, under any circumstance or including, but not limited to, treatment device failure, improper maintenance or installation, or defect. The Health Department does not warrant nor guarantee that the device will adequately or properly function and the Owner agrees to implement and pay for any necessary changes or corrections.
5. The Owner acknowledges and agrees that neither the Health Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system or treatment device.
6. This Agreement shall not be construed to limit any authority of the Health Department to protect the public health, safety or enjoyment of property or to issue any other orders to take any other action, which is now or may hereafter be within its authority.
7. This agreement contains the entire agreement and understanding between the Health Department and the Owner. There are no additional terms other than as contained in this Agreement. This Agreement may not be modified except in writing signed by each of the parties or their authorized representatives.
8. The Agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. The owner agrees to provide a copy of this agreement to any purchaser or lessee of the property.
9. The laws of the State of Maryland govern the provisions of all transactions.

The parties have signed and sealed this Agreement on the dates set forth below.

10.16.2013

Date

10.16.2013

Date

11/14/2013

Date

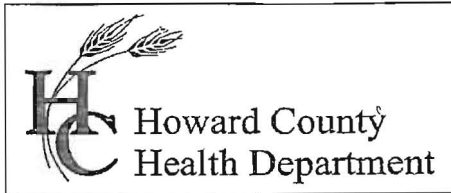
[Signature]  
Witness

\_\_\_\_\_  
Witness

[Signature]  
GINO ESPOSITO  
Owner

[Signature]  
RITA ESPOSITO  
Howard County Health Department

LBER | 5339 | 75



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

*Peter L. Beilenson, M.D., M.P.H., Health Officer*

**AGREEMENT FOR APPROVAL OF AN INDIVIDUAL DRINKING WELL WITH AN ON-SITE TREATMENT SYSTEM**

This agreement is entered into by and between the Howard County Health Department ("the Health Department") and Rino Rita Esposito ("the Owner").

WHEREAS, the Owner owns a tract of land at street address 12215 Autumn Tree Ln, Cockeville, MD and the deed and subdivision plat of the property is recorded among the Land Records of Howard County, Maryland, Tax Map # 28, Block # 11, Parcel # 49, lot 8 Deed Reference # 11276/36 and Tax Account # 05-454336 ("the Property").

WHEREAS, the Property lacks an available public drinking water source and is required to have an individual well as the source of drinking water for the residence of the property.

WHEREAS, the Owner has installed a residential drinking well under well permit HO-95-1390 that has been tested by the Health Department (or a private laboratory certified to perform testing) for radionuclide particles. The results of the tests have shown that the gross alpha particle content and/or the gross beta particle content and/or the combined radium 226/228 levels exceeds the standards of 15 picocuries per liter (pCi/L), 4 millirems per year (mrem/yr) and/or 5pCi/L respectively.

WHEREAS, The Maryland Department of the Environment (MDE) has promulgated rules and regulations under which a Certificate of Potability may be issued and has delegated the authority to issue such Certificate to the Health Department.

WHEREAS, MDE regulations permit the Health Department to issue as a special condition, a permanent deviation to the Certificate of Potability for individual wells where treatment has been installed to meet the maximum contaminate levels (MCL's) for radionuclides.

WHEREAS, MDE has determined that radium can be effectively removed from the drinking water by the use of treatment devices (e.g., ion exchange or reverse osmosis).

WHEREAS, the Owner is requesting that the Health Department issue a Certificate of Potability contingent upon installation and maintenance of a water treatment device to reduce radionuclides.

WHEREAS, neither the Owner nor the Health Department has knowledge of an alternative safe source of water for the Property.

NOW THEREFORE, the parties have agreed to the following terms and conditions:

1. The Owner will record this Agreement among the Land Records of Howard County, Maryland and provide confirmation to the Health Dept.
2. The Owner agrees to install and maintain a water treatment device, which effectively reduces the gross alpha, gross beta and radium levels to below their respective MCL. The Health Department shall verify that the treatment device is operating effectively and the Owner agrees to allow access to the Health Department to collect a follow-up sample(s).
3. The Health Department shall issue a Certificate of Potability for the well once follow-up sampling shows acceptable gross alpha, gross beta (short and long term) and radium 226 / 228 levels.
4. The Owner agrees that there shall be no liability on part of the Health Department for any immediate or long term impacts to health or property, under any circumstance or including, but not limited to, treatment device failure, improper maintenance or installation, or defect. The Health Department does not warrant nor guarantee that the device will adequately or properly function and the Owner agrees to implement and pay for any necessary changes or corrections.
5. The Owner acknowledges and agrees that neither the Health Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system or treatment device.
6. This Agreement shall not be construed to limit any authority of the Health Department to protect the public health, safety or enjoyment of property or to issue any other orders to take any other action, which is now or may hereafter be within its authority.
7. This agreement contains the entire agreement and understanding between the Health Department and the Owner. There are no additional terms other than as contained in this Agreement. This Agreement may not be modified except in writing signed by each of the parties or their authorized representatives.
8. The Agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. The owner agrees to provide a copy of this agreement to any purchaser or lessee of the property.
9. The laws of the State of Maryland govern the provisions of all transactions.

The parties have signed and sealed this Agreement on the dates set forth below.

10.16.2013

Date

10.16.2013

Date

11/14/2013

Date

[Signature]  
Witness

\_\_\_\_\_  
Witness

[Signature]  
Owner  
[Signature]  
Owner  
Beet Rifon  
Howard County Health Department

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

The Thomas Dorsey Building  
9250 Bendix Road  
Columbia, MD 21045  
410-313-5850

=====  
LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Esposito  
Reference/Control #: 135

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Wang  
Reference/Control #: 136

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Cummings  
Reference/Control #: 137

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Gupty  
Reference/Control #: 138

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Photocopies (per page)  
4x 0.50 2.00

=====  
SubTotal: 242.00  
Total: 242.00

=====  
REV-Check-BOA 242.00  
Number : 029403

11/15/2013 13:25 CC13-DS  
#2207590 /494/109  
~ Thank you for visiting us today ~

ORDER 15339 FULIO 174

0001.35

LR - Agreement Recording Fee 20.00

Grantor/Grantee Name:

Esposito

Control #: 135

LR Columbia MD 21046

Fax (410) 313-2648 40.00

Additional Recording Fee linked 0.00

website: www.hchealth.org

SubTotal: 60.00

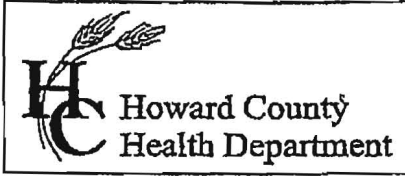
Total: 242.00

#2207590-1

11/15/2013 01:28 CC13-DS

#2207590 CC0503 - Howard Co

Columbia/CC05.03.02



Bureau of Environmental Health  
7178 Columbia Gateway Drive  
(410) 313-2640  
TDD (410) 313-2323  
website: www.hchealth.org

Peter L. Beilenson, M.D., M.P.H., Health Officer

**AGREEMENT FOR APPROVAL OF AN INDIVIDUAL DRINKING WELL WITH AN ON-SITE TREATMENT SYSTEM**

This agreement is entered into by and between the Howard County Health Department ("the Health Department") and Rino & Rita Esposito ("the Owner").

WHEREAS, the Owner owns a tract of land at street address 12225 Autumn Tree Ln., Clarksville, MD and the deed and subdivision plat of the property is recorded among the Land Records of Howard County, Maryland, Tax Map # 28, Block # 11, Parcel # 49, lot 8 Deed Reference # 11276/36 and Tax Account # 05-454336 ("the Property").

WHEREAS, the Property lacks an available public drinking water source and is required to have an individual well as the source of drinking water for the residence of the property.

WHEREAS, the Owner has installed a residential drinking well under well permit 40-95-1390 that has been tested by the Health Department (or a private laboratory certified to perform testing) for radionuclide particles. The results of the tests have shown that the gross alpha particle content and/or the gross beta particle content and/or the combined radium 226/228 levels exceeds the standards of 15 picocuries per liter (pCi/L), 4 millirems per year (mrem/yr) and/or 5pCi/L respectively.

WHEREAS, The Maryland Department of the Environment (MDE) has promulgated rules and regulations under which a Certificate of Potability may be issued and has delegated the authority to issue such Certificate to the Health Department.

WHEREAS, MDE regulations permit the Health Department to issue as a special condition, a permanent deviation to the Certificate of Potability for individual wells where treatment has been installed to meet the maximum contaminate levels (MCL's) for radionuclides.

WHEREAS, MDE has determined that radium can be effectively removed from the drinking water by the use of treatment devices (e.g., ion exchange or reverse osmosis).

WHEREAS, the Owner is requesting that the Health Department issue a Certificate of Potability contingent upon installation and maintenance of a water treatment device to reduce radionuclides.

WHEREAS, neither the Owner nor the Health Department has knowledge of an alternative safe source of water for the Property.

WCK 8

NOW THEREFORE, the parties have agreed to the following terms and conditions:

1. The Owner will record this Agreement among the Land Records of Howard County, Maryland and provide confirmation to the Health Dept.
2. The Owner agrees to install and maintain a water treatment device, which effectively reduces the gross alpha, gross beta and radium levels to below their respective MCL. The Health Department shall verify that the treatment device is operating effectively and the Owner agrees to allow access to the Health Department to collect a follow-up sample(s).
3. The Health Department shall issue a Certificate of Potability for the well once follow-up sampling shows acceptable gross alpha, gross beta (short and long term) and radium 226 / 228 levels.
4. The Owner agrees that there shall be no liability on part of the Health Department for any immediate or long term impacts to health or property, under any circumstance or including, but not limited to, treatment device failure, improper maintenance or installation, or defect. The Health Department does not warrant nor guarantee that the device will adequately or properly function and the Owner agrees to implement and pay for any necessary changes or corrections.
5. The Owner acknowledges and agrees that neither the Health Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system or treatment device.
6. This Agreement shall not be construed to limit any authority of the Health Department to protect the public health, safety or enjoyment of property or to issue any other orders to take any other action, which is now or may hereafter be within its authority.
7. This agreement contains the entire agreement and understanding between the Health Department and the Owner. There are no additional terms other than as contained in this Agreement. This Agreement may not be modified except in writing signed by each of the parties or their authorized representatives.
8. The Agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. The owner agrees to provide a copy of this agreement to any purchaser or lessee of the property.
9. The laws of the State of Maryland govern the provisions of all transactions.

The parties have signed and sealed this Agreement on the dates set forth below.

10.16.2013

Date

10.16.2013

Date

11/14/2013

Date

[Signature]  
Witness

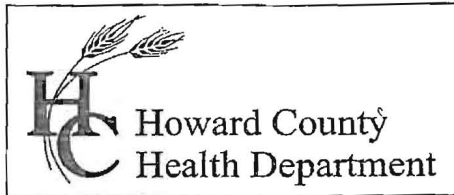
\_\_\_\_\_  
Witness

[Signature]  
Owner

[Signature] GINO ESPOSITO  
RITA ESPOSITO

[Signature]  
Howard County Health Department

LBR 15339 175



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

*Peter L. Beilenson, M.D., M.P.H., Health Officer*

**AGREEMENT FOR APPROVAL OF AN INDIVIDUAL DRINKING WELL WITH AN ON-SITE TREATMENT SYSTEM**

This agreement is entered into by and between the Howard County Health Department ("the Health Department") and Rino & Rita Esposito ("the Owner").

WHEREAS, the Owner owns a tract of land at street address 12325 Autumn Tree Ln, Clarksville, MD and the deed and subdivision plat of the property is recorded among the Land Records of Howard County, Maryland, Tax Map # 28, Block # 11, Parcel # 49, lot 8 Deed Reference # 11276/36 and Tax Account # 05-454336 ("the Property").

WHEREAS, the Property lacks an available public drinking water source and is required to have an individual well as the source of drinking water for the residence of the property.

WHEREAS, the Owner has installed a residential drinking well under well permit HO-95-1390 that has been tested by the Health Department (or a private laboratory certified to perform testing) for radionuclide particles. The results of the tests have shown that the gross alpha particle content and/or the gross beta particle content and/or the combined radium 226/228 levels exceeds the standards of 15 picocuries per liter (pCi/L), 4 millirems per year (mrem/yr) and/or 5pCi/L respectively.

WHEREAS, The Maryland Department of the Environment (MDE) has promulgated rules and regulations under which a Certificate of Potability may be issued and has delegated the authority to issue such Certificate to the Health Department.

WHEREAS, MDE regulations permit the Health Department to issue as a special condition, a permanent deviation to the Certificate of Potability for individual wells where treatment has been installed to meet the maximum contaminate levels (MCL's) for radionuclides.

WHEREAS, MDE has determined that radium can be effectively removed from the drinking water by the use of treatment devices (e.g., ion exchange or reverse osmosis).

WHEREAS, the Owner is requesting that the Health Department issue a Certificate of Potability contingent upon installation and maintenance of a water treatment device to reduce radionuclides.

WHEREAS, neither the Owner nor the Health Department has knowledge of an alternative safe source of water for the Property.

WCK 8

NOW THEREFORE, the parties have agreed to the following terms and conditions:

1. The Owner will record this Agreement among the Land Records of Howard County, Maryland and provide confirmation to the Health Dept.
2. The Owner agrees to install and maintain a water treatment device, which effectively reduces the gross alpha, gross beta and radium levels to below their respective MCL. The Health Department shall verify that the treatment device is operating effectively and the Owner agrees to allow access to the Health Department to collect a follow-up sample(s).
3. The Health Department shall issue a Certificate of Potability for the well once follow-up sampling shows acceptable gross alpha, gross beta (short and long term) and radium 226 / 228 levels.
4. The Owner agrees that there shall be no liability on part of the Health Department for any immediate or long term impacts to health or property, under any circumstance or including, but not limited to, treatment device failure, improper maintenance or installation, or defect. The Health Department does not warrant nor guarantee that the device will adequately or properly function and the Owner agrees to implement and pay for any necessary changes or corrections.
5. The Owner acknowledges and agrees that neither the Health Department nor any of its agents or employees, either officially or individually, underwrites the operation of any system or treatment device.
6. This Agreement shall not be construed to limit any authority of the Health Department to protect the public health, safety or enjoyment of property or to issue any other orders to take any other action, which is now or may hereafter be within its authority.
7. This agreement contains the entire agreement and understanding between the Health Department and the Owner. There are no additional terms other than as contained in this Agreement. This Agreement may not be modified except in writing signed by each of the parties or their authorized representatives.
8. The Agreement shall run with the land and binds the Owner, his heirs, successors, and assigns. The owner agrees to provide a copy of this agreement to any purchaser or lessee of the property.
9. The laws of the State of Maryland govern the provisions of all transactions.

The parties have signed and sealed this Agreement on the dates set forth below.

10.16.2013

Date

10.16.2013

Date

11/14/2013

Date

[Signature]  
Witness

[Signature]  
Owner  
[Signature]  
Owner  
Beit Rifon  
Howard County Health Department

\_\_\_\_\_  
Witness

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

The Thomas Dorsey Building  
9250 Bendix Road  
Columbia, MD 21045  
410-313-5850

-----  
LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Esposito  
Reference/Control #: 135

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Wang  
Reference/Control #: 136

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Cummings  
Reference/Control #: 137

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Agreement Recording Fee  
1x 20.00 20.00

Grantor/Grantee Name: Gupty  
Reference/Control #: 138

LR - Agreement Surcharge  
1x 40.00 40.00

LR - Additional Recording Fee - linked  
1x 0.00 0.00

LR - Photocopies (per page)  
4x 0.50 2.00

-----  
SubTotal: 242.00  
Total: 242.00  
-----

REV-Check-BOA 242.00  
Number : 029403

11/15/2013 13:25 CC13-DS  
#2207590 /494/109  
Thank you for visiting us today~

**Martin, Sharhonda**

---

**From:** Tudor, Matt  
**Sent:** Friday, November 14, 2014 3:02 PM  
**To:** tkeane@trinityhomes.com; Bernard, Dana; Baucom, Scott  
**Cc:** Martin, Sharhonda; Wolf, Kevin; Baker, Brian; Williams, Jeffrey; Porter, Michael  
**Subject:** FW: U&O Release 12325 Autumn Tree Ln.

Greetings,

Original BOU Release was sent on the morning of October 10<sup>th</sup>

I received a distressed phone call from Tim Keane from Trinity Homes regarding his ICOP. Should the Bureau of Utilities include Dana Bernard when we send notice of our U&O Release for a property?

W. Matt Tudor, Operations Supervisor II  
Howard County DPW, Bureau of Utilities  
8270 Old Montgomery Road  
Columbia, Maryland 21045  
410-313-4934 office  
410-978-1320 mobile

---

**From:** Baucom, Scott  
**Sent:** Friday, October 10, 2014 7:12 AM  
**To:** Day, Lori; Wolf, Kevin  
**Cc:** Hart, Amy; Rocco, Anthony; Tudor, Matt; Baker, Brian; Martin, Sharhonda; Williams, Jeffrey; Bozzell, Duane  
**Subject:** U&O Release 12325 Autumn Tree Ln.

On the morning of October 9th, Scott Baucom observed the start-up of a Sewage Grinder Pump at the Walnut Creek Shared Septic System:

Walnut Creek, Contract 4440 Phase 1  
Trinity Quality Homes, Lot #8  
12325 Autumn Tree Ln.  
Clarksville, MD 21029

The Sewage Grinder Pump test was successful ; the Bureau of Utilities releases its hold on this property for U&O.

Scott Baucom  
Operations Supervisor I  
Howard County DPW, Bureau of Utilities  
8270 Old Montgomery Rd.  
Columbia, MD 21045  
Office (410) 313-4975  
FAX (410) 313-4989