

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

APPLICATION FOR A PERMIT TO APPROPRIATE AND USE WATERS OF THE STATE

Water Resources Administration
Water Supply Section
Tawes Office Building
Annapolis, Maryland 21401

Surface Water
 Groundwater
 New Application
 Change in Existing Permit

Number _____

APPLICATION

Donald R. Reumer, Jr.
(Owner's Name)

461-4600
(Telephone Number)

8307 main st. Edlicott City, MD
(Owner's Address) (Street) (Town) (State)

21043
(Zip Code)

WITHDRAWAL

GROUNDWATER

Appropriate and use a yearly average of
600 gallons per day,
[total annual use - 365 days]
 and 1000 gallons
[highest monthly use + days in month]
 for the average day of the maximum month, from
2 well(s) having a diameter of
[number]
6 inches, and a depth of
[estimate]
250 ft.
[estimate]

SURFACE WATER

Appropriate and use a yearly average of
 _____ gallons per
[total annual use - 365 days]
 day, and a maximum use of _____
 gallons in any one day, from:

[name of stream]

[exact location of withdrawal]

PROJECT LOCATION

Lots F-2 + E-1 off Mullineaux Lane, Edlicott City
[Location - be specific]

County Howard Subdivision or town N/A Phone number 461-4600

Name and type of business two single family residences

ALL APPLICATIONS MUST INCLUDE A COPY OF LOCATION MAP SHOWING THE PROJECT SITE

PURPOSE

- The water will be used for:
- Community Water Supply
 - Non-Potable supply (sanitary uses, not for drinking water)
 - Potable Supply (drinking water, etc.)
 - Cooling Water
 - Irrigation
 - Process Water
 - Other _____
[explain]

WASTEWATER TREATMENT AND DISPOSAL

- Public Sewer Little Patuxent
[name of system]
 - Groundwater
 - Subsurface (tilefield, seepage pit, etc.)
 - Spray Irrigation
 - Other, explain _____
 - Surface Water _____
[name of stream]
- Discharge Permit # _____
or applied for _____

SIGNATURE

Please sign here Christine A. Richards
[signature]
Christine Richards, V.P. Land Design + Dev.
[please print name, title, and date here] 4-2-90

THIS APPLICATION WILL NOT BE PROCESSED WITHOUT A SIGNATURE AND A LOCATION MAP

REVIEW BY COUNTY HEALTH DEPARTMENT OR DESIGNATED AGENCY

THIS SECTION NOT TO BE COMPLETED BY APPLICANT

Is this Project consistent with the County Water and Sewerage Plan and local planning and zoning?

YES NO, explain _____

Signature of county representative

Craig W. [Signature]
[signature]

SANITARIAN
[title]

MAY 2, 1990
[date]

**LAND ♦ DESIGN
& DEVELOPMENT
INCORPORATED**

Donald R. Reuwer Jr., President

November 3, 1989

Mr. Craig Williams
Bureau of Environmental Health
3525 Ellicott Mills Drive
Suite H
Ellicott City, Maryland 21043

RE: Mullineaux Lane Well Sites

Dear Craig:

Per your request of November 2, 1989, I am enclosing information that I hope will be helpful to you in terms of granting us well permits for these two lots. As we discussed, these are two separately deeded lots that were created by adjoinder transfer; however, they existed for years prior to the transfers. These lots are adjacent to our Bluffs at Pine Orchard Subdivision and will obtain their sewer service through this subdivision. Public water is not available to this site and that is the reason we have requested that these wells be drilled.

At this time there is no water in Mullineaux Lane. The closest water main is in Boone's Lane where the subdivision is getting service. To run a new water main from Boones Lane down Mullineaux back along the long pipestem driveways would cost approximately \$50,000 making it totally unfeasible to do so. If there is future development along Mullineaux and since the area is in the Metropolitan Service District, then it would warrant extending the water main and running service to these lots. Now, however, there is no reason to do so.

The final road plans for this project have been signed by the Department of Public Works and are now in the Department of Planning and Zoning for signature. As soon as these plans are signed, we will enter into Developer Agreements to build public utilities that will serve the Bluffs at Pine Orchard site. At the same time, we will be extending the sewer line across the existing easement that we created to service these two lots. This subdivision has missed the first allocation period and as such, it will not receive any building allocations or permits until the early summer of 1990.

Because these two lots were created by Deed, we have applied for allocation certificates to be issued for them. As you know, building permits will not be issued until a well has been drilled and approved by the Health Department. We have gone ahead and

applied for these building permits because their allocations will be received before the subdivision allocations will be received. That way once the public utilities are in, we can go ahead and start building on these two lots and hook them up to the newly installed sewer and the drilled wells.

I hope this information clarifies for you our desire to drill these wells now. Please contact me should you have any further questions.

Sincerely,

Christine A. Richards

Christine A. Richards
Vice President
Project Development

CAR/rsc

cc: Donald R. Reuwer, Jr.
Jay Parekh, Riemer, Muegge & Assoc.



William Donald Schaefer
Governor

Maryland Department of Natural Resources

Tawes State Office Building
Annapolis, Maryland 21401

Torrey C. Brown, M.D.
Secretary

John R. Griffin
Deputy Secretary

MAY 10, 1990

CERTIFIED MAIL - P 825 188 780
Return Receipt Requested

DONALD R. REUWER, JR.
8307 MAIN STREET
ELLCOTT CITY MD 21043

RE: State Water Appropriation
Permit No. HO90G008 (01)
First Permit

Dear Permittee:

Enclosed is your State Water Appropriation Permit. The permittee is responsible for complying with all permit conditions. Accordingly, you are advised to carefully read the Permit and become thoroughly familiar with its requirements. PLEASE NOTE THAT IF THE WATER IS NOT PUT TO USE WITHIN TWO (2) YEARS, THE PERMIT WILL EXPIRE.

If you find the permit unacceptable, you may appeal within 30 days of the date of this transmittal letter. The appeal must be in writing and must specify the basis of the request for review.

If you have any questions, please contact this office at 974-2456.

Sincerely,

Patrick A. Hammond

for KENWARD H. MCKINNEY
Water Rights Division
R

CC: ~~Howard County Health Department~~

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATER RESOURCES ADMINISTRATION

WATER APPROPRIATION AND USE PERMIT

PERMIT NUMBER: H090G008 (01)

EFFECTIVE DATE: MAY 1, 1990

EXPIRATION DATE: MAY 1, 1993

FIRST APPROPRIATION: MAY 1, 1990



DONALD R. REUWER, JR.

HEREINAFTER REFERRED TO AS THE "PERMITTEE", IS AUTHORIZED BY THE WATER RESOURCES ADMINISTRATION, HEREINAFTER REFERRED TO AS THE "ADMINISTRATION" PURSUANT TO THE PROVISIONS OF TITLE 8 OF THE NATURAL RESOURCES ARTICLE, ANNOTATED CODE OF MARYLAND (1983 REPLACEMENT VOLUME) AS AMENDED, TO APPROPRIATE AND USE WATERS OF THE STATE SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALLOCATION - THE WATER WITHDRAWAL GRANTED BY THIS PERMIT IS LIMITED TO A DAILY AVERAGE OF 500 GALLONS ON A YEARLY BASIS AND A DAILY AVERAGE OF 800 GALLONS FOR THE MONTH OF MAXIMUM USE.
2. USE - THE WATER IS TO BE USED FOR SUPPLYING INDIVIDUAL LOTS IN A TWO LOT RESIDENTIAL SUBDIVISION.
3. SOURCE - THE WATER SHALL BE TAKEN FROM TWO WELLS IN THE WISSAHICKON OLIGOCLASE SCHIST.
4. LOCATION - THE POINT(S) OF WITHDRAWAL SHALL BE LOCATED 0.1 MILE EAST OF MULLINEAUX LANE, 0.5 MILE NORTH OF RT. 40, ELLICOTT CITY, HOWARD COUNTY, MARYLAND.

CONTINUED ON PAGE 2

5. RIGHT OF ENTRY - THE PERMITTEE SHALL ALLOW AUTHORIZED REPRESENTATIVES OF THE ADMINISTRATION ACCESS TO THE PERMITTEE'S FACILITY TO CONDUCT INSPECTIONS AND EVALUATIONS NECESSARY TO ASSURE COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT. THE PERMITTEE SHALL PROVIDE SUCH ASSISTANCE AS MAY BE NECESSARY TO EFFECTIVELY AND SAFELY CONDUCT SUCH INSPECTIONS AND EVALUATIONS.
6. PERMIT REVIEW - THE PERMITTEE WILL BE QUERIED EVERY THREE YEARS (TRIENNIAL REVIEW) REGARDING WATER USE UNDER THE TERMS AND CONDITIONS OF THIS PERMIT. FAILURE TO RETURN THE TRIENNIAL REVIEW QUERY WILL RESULT IN SUSPENSION OR REVOCATION OF THIS PERMIT.
7. PERMIT RENEWAL - THIS PERMIT WILL EXPIRE ON THE DATE INDICATED ON THE FIRST PAGE OF THIS PERMIT. IN ORDER TO RENEW THE PERMIT THE PERMITTEE SHALL FILE A RENEWAL APPLICATION WITH THE ADMINISTRATION NO LATER THAN 45 DAYS PRIOR TO THE EXPIRATION.
8. PERMIT SUSPENSION OR REVOCATION - THIS PERMIT MAY BE SUSPENDED OR REVOKED BY THE ADMINISTRATION UPON VIOLATION OF THE CONDITIONS OF THIS PERMIT, OR UPON VIOLATION OF ANY REGULATION PROMULGATED PURSUANT TO TITLE 8 OF THE NATURAL RESOURCES ARTICLE, ANNOTATED CODE OF MARYLAND (1983 REPLACEMENT VOLUME) AS AMENDED.
9. CHANGE OF OPERATIONS - ANY ANTICIPATED CHANGE IN APPROPRIATION WHICH MAY RESULT IN A NEW OR DIFFERENT USE, QUANTITY, SOURCE, OR PLACE OF USE OF WATER SHALL BE REPORTED TO THE ADMINISTRATION BY THE PERMITTEE BY SUBMISSION OF A NEW APPLICATION.
10. ADDITIONAL PERMIT CONDITIONS - THE ADMINISTRATION MAY AT ANY TIME (INCLUDING TRIENNIAL PERMIT REVIEW OR WHEN A CHANGE APPLICATION IS SUBMITTED) REVISE ANY CONDITION OF THIS PERMIT OR ADD ADDITIONAL CONDITIONS CONCERNING THE CHARACTER, AMOUNT, MEANS AND MANNER OF THE APPROPRIATION OR USE, WHICH MAY BE NECESSARY TO PROPERLY PROTECT, CONTROL AND MANAGE THE WATER RESOURCES OF THE STATE. CONDITION REVISIONS AND ADDITIONS WILL BE ACCOMPLISHED BY ISSUANCE OF A REVISED PERMIT.

11. NON-TRANSFERRABLE - THIS PERMIT IS NON-TRANSFERRABLE. A NEW OWNER MAY ACQUIRE AUTHORIZATION TO CONTINUE THIS APPROPRIATION BY FILING A NEW APPLICATION WITH THE ADMINISTRATION. AUTHORIZATION WILL BE ACCOMPLISHED BY ISSUANCE OF A NEW PERMIT.

12. *****
* INITIATION OF WITHDRAWAL - THE PERMITTEE SHALL NOTIFY THE *
* ADMINISTRATION BY CERTIFIED MAIL WHEN WITHDRAWALS FOR THE USES *
* SPECIFIED IN THIS PERMIT HAVE BEEN INITIATED. THIS PERMIT SHALL *
* EXPIRE IF WATER WITHDRAWAL IS NOT COMMENCED WITHIN TWO YEARS AFTER *
* THE EFFECTIVE DATE OF THIS PERMIT EXCEPT THAT UPON WRITTEN REQUEST *
* TO THE ADMINISTRATION PRIOR TO THE EXPIRATION OF THE TWO YEAR *
* PERIOD, THE TIME LIMIT MAY BE EXTENDED FOR GOOD CAUSE, AT THE *
* DISCRETION OF THE ADMINISTRATION. *

BY AUTHORITY OF THE DIRECTOR
WATER RESOURCES ADMINISTRATION

Gary T. Setzer May 10, 1990

GARY T. SETZER, PROGRAM DIRECTOR
WATER AND MINERAL MANAGEMENT PROGRAM
CT Patt

LAND DESIGN & DEVELOPMENT, INC.

8307 Main Street
 Ellicott City, Maryland 21043
 (301) 461-4600

LETTER OF TRANSMITTAL

TO 40. Co. Health Dept.
3525 Ellicott Mills Drive
Ellicott City, Maryland 21043

DATE	4-3-90	JOB NO.
ATTENTION	Craig Williams	
RE	Lots F-2 and E-1 Mullineaux Lane	

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION
1			Well Permit
1			Water + Sewer Main Plan
1	2-90	F-89-229	Developer Agreement
1			Vicinity Map

THESE ARE TRANSMITTED as checked below:

- For approval
 Approved as submitted
 Resubmit _____ copies for approval
 For your use
 Approved as noted
 Submit _____ copies for distribution
 As requested
 Returned for corrections
 Return _____ corrected prints
 For review and comment

 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS APPROP PERMIT 5607, WBLU PERMITS? 5/3/90

DEVELOPER AGREEMENT
WATER AND SEWER FACILITIES
HOWARD COUNTY, MARYLAND

THIS DEVELOPER AGREEMENT, hereinafter referred to as "Agreement", made this 14th day of February, 1990, by and between BOONES LANE JOINT VENTURE, A Maryland Joint Venture, hereinafter referred to as "Developer"; and HOWARD COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County".

WHEREAS, Developer has undertaken to subdivide a parcel of land referred to as The Bluffs at Pine Orchard (Boones Lane), Section ---, Area ---, Parcel/Lot No. 1 Thru 33, located in the Second Election District of Howard County, Maryland, hereinafter referred to as "Subdivision"; and

WHEREAS, Developer is prepared to construct, at its expense, the public improvements hereinafter described in a timely manner and in accordance with the provisions of Section 16.121(d) and Section 16.134 of the Howard County Code and the Subdivision and Land Development Regulations of Howard County; and

WHEREAS, pursuant to Section 18.112 of the Howard County Code, Developer desires to enter into this Agreement providing for the construction of the water and/or sewer facilities (hereinafter referred to as "Public Improvements") to serve the property referred to above and more particularly described as follows:

Subdivision: The Bluffs at Pine Orchard (Boones Lane)

Title Reference: F-89-229

Number of lots or units: 31 lots
"and subsequent subdivisions pertaining to the referenced final plat and/or subdivision plan".

Classification of structures to be served: Single Family Dwelling

WHEREAS, pursuant to the provisions of Section 1.5.1 of the Howard County Design Manual, Volume II and Section 13-501 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, Developer has delivered to the County a Performance Bond in the amount of \$ 292,081.00, which guarantees the timely and satisfactory completion of the Public Improvement obligations of Developer under the terms and provisions of this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "Performance Bond"); and a Labor and Material Payment Bond in the amount of \$ 146,040.00, which guarantees the payment of debts owed to persons for the provision of labor and materials used in the prosecution of the work to be performed under the terms and provisions of this Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Payment Bond").

NOW, THEREFORE, in consideration of the covenants and agreements, hereinafter expressed, the parties hereto agree as follows:

1. Developer Construction: Developer hereby covenants and agrees, at its sole cost and expense, to construct or cause to be constructed all water and sewer mains and appurtenances shown and described on the approved Construction Drawings and Special Provisions, copies of which are attached hereto as Exhibit "C" and incorporated herein by reference, and the Standard Specifications which are incorporated herein by reference (hereinafter referred to as the approved "Plans and Specifications"). Developer shall provide or cause to be provided all labor, materials and equipment necessary to complete the construction of the Public Improvements as stipulated in Section 16.121(d) of the Howard County Code in a timely manner, but in any event within two (2) years from the date of the recording

WATER

1. Developer Construction (cont).

of the Final Subdivision Plat. A copy of said Final Subdivision Plat shall be attached hereto as Exhibit "D" upon recordation and incorporated herein by reference. Said construction shall also be in accordance with the Final Subdivision Plat and shall further conform with the Howard County Design Manual except to the extent that the approved Plans and Specifications vary from the Design Manual, in which event the Special Provisions of the Specifications and the approved plans shall be deemed controlling.

2. Easements: Developer agrees to grant to the County, without any cost or expense to the County, all necessary rights-of-way and easements for the Public Improvements to be constructed pursuant to this Agreement.

3. Engineering Services: Developer has received approval from the County to retain, at Developer's expense, the services of Riemer, Muegge & Associates, Inc., who is responsible for engineering services, including the design of the system, the preparation of plans, specifications, and construction stake-out. All notes, computations, position sheets, etc., resulting from this service shall be turned over to the County and will become County property. All such work shall be done in accordance with County criteria and standards. Upon approval of the plans and specifications by the Department of Public Works, the original Plans and Specifications shall be turned over to the County and after signature approval will be on file in the Office of the Construction Inspection Division.

4. Commencement of Construction: Developer agrees that construction of the Public Improvements covered by this Agreement shall not begin until: (i) the County has approved the Plans and Specifications and the contractor proposed by Developer for the performance of the construction of the Public Improvements, and (ii) the Developer has delivered the Performance Bond, the Payment Bond and the original construction drawings and specifications and paid the required Design Review fees, Inspection fees, and Administrative Overhead fees. No work shall commence until the County's Construction Inspection Division has been notified of the proposed starting date by the Developer and the inspection services have been arranged for and coordinated by said Division. The official starting date shall be verified in writing by said Division.

5. Inspection: The County will inspect all phases of construction to the extent it deems necessary to satisfy itself that the construction is performed in accordance with the approved Plans and Specifications, the Final Subdivision Plat and the Howard County Design Manual. The Developer and its contractor shall cooperate with the County in the conduct of such inspections. The County agrees to advise Developer of any deficiencies relative to the construction of the Public Improvements as soon as reasonably possible after such deficiencies are determined. The Developer shall be advised in writing of major deficiencies which will result in a shut-down of the work or denial of approval and acceptance of the Public Improvements by the County.

Any and all changes and/or deviations from the approved Plans and Specifications must be approved in writing by Howard County prior to implementing.

It is understood and agreed that the Developer is responsible for all site development operations. The Developer may construct other required improvements, in conjunction with the construction of the Public Improvements covered by this Agreement, provided however, that all work is performed and completed in accordance with the appropriate standards, plans and specifications. The Developer shall be required to repair damage to any County facilities and improvements if, as a result of grading or construction activities, these facilities have been damaged by the Developer, builder, contractor, or any other agents of the Developer.

Upon completion of the Public Improvements Developer shall notify the County thereof and the County will promptly thereafter make an inspection of the construction and advise the Developer of its acceptance or of any deficiencies. If deficiencies are noted by the County, such deficiencies shall be reasonably detailed in writing to enable the Developer to identify and correct same.

6. Final Approval, Dedication and Acceptance: The Public Improvements to be constructed under this Agreement may be constructed simultaneously with other associated required improvements such as roads, storm drains, storm water management and sediment control. However, prior to the completion of the associated improvements, connections to the water and/or sewer facilities shall be allowed if the following conditions have been met: (i) the County's Construction Inspection Division has approved the construction of the water and/or sewer facilities, (ii) the County's Bureau of Utilities has officially authorized the facilities to be placed in service, and (iii) the Developer has provided to the Construction Inspection Division a notarized affidavit which has certified that all contractors, subcontractors and material suppliers have been paid in full for all work satisfactorily completed and materials furnished at the time of the semi-final inspection.

The Developer is responsible for all costs associated with making final utility adjustments, protection of the Public Improvements covered by this Agreement, and all costs of repairs until such time as the roads and other associated required improvements are accepted by the County.

The County agrees that upon final completion of the Public Improvements in accordance with the approved Plans and Specifications, and subject to the completion of all other required associated improvements in accordance with County requirements and specifications, said Public Improvements shall be officially accepted into the County's system of publicly operated and maintained facilities; and further, upon the acceptance of the completed facilities and the posting of the Maintenance Surety required under paragraph 8 below, the Developer and its Surety Company shall be officially released by the County from any further obligations under this Agreement (except that such release shall not affect the Developer's obligations with respect to the Payment Bond, of which shall remain in effect for a period of one year from the official date of acceptance of the Public Improvements by the County as provided under Section 13-901 of the Annotated Code of Maryland, the "Little Miller Act") and the Developer and its Surety Company shall be released of all obligations under the Performance Bond.

7. Title to Public Improvements: Developer agrees that upon final completion of the Public Improvements covered by this Agreement and officially accepted by the County, title to these facilities shall be and remain forever in Howard County, Maryland. All required subdivision public improvements shown on the approved construction plans must be completed in accordance with County requirements and specifications and officially accepted by the County at the same time. Thus, the County shall formally accept the water and/or sewerage facilities at the time of acceptance of the subdivision roads, storm drains and all other required associated public improvements, if applicable. Title to the Public Improvements shall be considered accepted by the County upon its receipt of a fully executed waiver or release of lien, an owner's affidavit and the maintenance surety, hereinafter referred to in paragraph 8, below.

8. Warranty, Maintenance and Bond: After completion of the Public Improvements covered by this Agreement, Developer warrants to the County that the completed facilities are free from any defects in materials and/or workmanship. If within one (1) year after acceptance of said Public Improvements by the County any work covered by this Agreement is found to be defective in materials and/or workmanship Developer shall promptly and faithfully correct said defects. Developer further agrees to furnish a Maintenance Bond (or other acceptable surety) guaranteeing its obligation to correct any defects in materials and/or workmanship. The Maintenance Surety shall be in an amount equal to five percent (5%) of the original approved estimated construction cost. The Developer's obligation under the Maintenance Surety shall remain in full force and effect for a period of one year from the official date of acceptance of the Public Improvements or until such time as all deficiencies, if determined, have been satisfactorily corrected at which time the Developer and its Surety Company shall be officially released of all obligations under the Maintenance Surety. The Developer and its Surety shall also be released of any further obligations under the Payment Bond.

9. House Connections and Water Meters: Developer agrees that when it applies for permits for house connections it shall provide the Bureau of Inspections, Licenses and Permits and the Office of Finance the Agreement File No., hereinabove specified, before any permits shall be issued.

9. House Connections and Water Meters (cont.)

The County agrees to install water meters at a flat fee to the Developer or any successor builder based upon actual cost to the County for such installation. The flat fee shall be computed relative to the prevailing costs to the County for meters, accessories, equipment and labor costs plus overhead charges. However, the established flat fee rate shall only apply to meters in sizes of 5/8" and 3/4". Any meters larger than 3/4" in size shall be installed under separate agreement to be prepared by the Department of Public Works and shall be based upon cost estimates approved by the Bureau of Engineering.

10. Fire Hydrants: Developer may furnish all fire hydrants to be used in the installation of the Public Improvements provided that such hydrants meet the requirements of the specifications and are approved by the Department of Public Works.

11. Defaults and Remedies: Developer shall be deemed to be in default under the terms and provisions of this Agreement if Developer shall:

- (a) fail to construct the required Public Improvements within the time specified herein and in accordance with the approved Plans and Specifications; or
- (b) fail to take appropriate action within thirty (30) days after written notification by the County of unsatisfactory progress in constructing the required Public Improvements; and thereafter maintain satisfactory progress in construction of said Public Improvements; or
- (c) fail to commence appropriate and effective corrective action within thirty (30) days after written notification by the County of noncompliance with specified engineering requirements during the construction of the Public Improvements; and thereafter diligently pursue and complete such corrective action.

In the event of any default by Developer in its performance of this Agreement, County shall have the right to enforce this Agreement, as provided by law, and shall give Developer and its Surety on its bond written notice of said default. Within thirty (30) days of such notice, Surety shall advise the County in writing of its election to: (i) complete the required Public Improvements in accordance with the approved Plans and Specifications within such reasonable period as the County Department of Public Works may specify; or (ii) hold the County harmless and pay over to the County within thirty (30) days of demand by the County such sum or sums as may be necessary to defray the cost to the County for expenses arising out of the failure of the Developer to complete said Public Improvements as required by the terms of this Agreement, which expenses shall include, but not be limited to, costs for engineering, inspection, overhead and administrative as well as direct construction expenses.

If the required response or corrective action is not forthcoming, as above set forth, it is hereby stipulated that any building permits and dedication rights relative to the property of Developer to be served by the Public Improvements may be suspended by order of the County Executive; or the County shall enter upon the property to construct or complete the Public Improvements at Developer's cost. In any event, Developer shall remain liable to the County for such additional costs as may necessarily be incurred in order to complete the required Public Improvements in accordance with the approved Plans and Specifications.

12. Rebates other than Major Public Water and Major Public Sewer Agreements: As structures are built and connected to the water and/or sewer mains constructed under this Agreement, subject to the charges and regulations of Howard County, Maryland, the County shall pay Developer, or its assigns, within sixty (60) days after said connections have been made rebates in accordance with the following criteria, provided funds are available from proceeds of bond sales covering developer rebates:

(a) Rebates are conditioned upon their being financed from a Howard County Metropolitan District Bond Issue. The County shall obtain the rebates from the bond sale proceeds and shall finance the applicable debt service by the assessments and levy of its front foot benefit assessment charges against the properties served for the term of the Bond Issue, which has historically been for a period of thirty (30) years.

(b) No rebates shall be applicable to public lots, open space lots, parking lots or fire hydrants.

(c) The maximum rebates to be paid by the County provided under the terms and provisions of this Agreement shall not in any event exceed one hundred percent (100%) of the original estimated construction cost approved by the Department of Public Works and shall not include any costs associated with house connections and meters. Additionally, the total value of rebates, including principle and debt service costs, shall not exceed the net yield of the front foot assessment which is collected from the lots and/or parcels provided by this Agreement.

A tabulation of the specific applicable rebates covered under this Agreement is as follows:

Single Family Dwelling-Detached:

Sewer - A rebate of \$1,800.00 for each single family detached residential lot fronting on and served by a collecting sewer constructed hereunder.

Water - A rebate of \$1,100.00 for each single family detached residential lot fronting on and served by on a water distribution main constructed hereunder.

Additional rebates or changes to rebates applicable to this Agreement will be made by an addendum upon receipt of information from the Department of Finance; total rebateable items not to exceed \$257,385.00.

See Page 5A and 5B for additional rebate information.

This Agreement with respect to the above stated rebates shall remain in full force and effect for a period of ten (10) years, and thereafter no further refunds and/or rebates shall be due or payable unless any structure shall have been constructed and connections made prior to the end of the ten (10) year period, in which event this Agreement shall be extended for a period of one (1) year from the date of which the last structure was constructed and connected prior to the end of the ten (10) year period.

<u>Street</u>	<u>Lot, Building or Parcel Identification</u>	<u>Lots/Units Front Foot Assessment</u>	<u>REBATE</u>	
			<u>Water</u>	<u>Sewer</u>
Pine Bluffs Drive	Lots 3 thru 16 and 18 thru 28	25	\$27,500.00	\$45,000.00
Boones Lane	Lots 1 and 30-31	3	\$ 3,300.00	\$ 5,400.00
Mullineaux Lane	Lot 17	1	\$ 1,100.00	\$ 1,800.00
Cor. Boones Lane/ Pine Bluffs Drive	Lots 2 and 29	2	\$ 2,200.00	\$ 3,600.00
(Connection rebates payable Item B, Page 5B)		Total =	\$89,900.00	

Lot 32 and 33.- Open Space Lots

TOTAL REBATES	Item E, Page 5B	\$ 78,962.88
TOTAL REBATE LIABILITY APPLICABLE TO DATE ON		
CONTRACT NO.	24-1848-D	\$ 78,962.88
TOTAL ALLOWABLE REBATES NOT TO EXCEED		\$ 257,385.00
BALANCE OF ALLOWABLE REBATES		\$ 178,422.12
(in accordance with Item Paragraph 3 of this developer agreement)		

MAXIMUM REBATE LIABILITY CALCULATION

CONTRACT NUMBER 24-1848-D

The maximum rebates to be paid by the County, established under the terms and provisions of this Agreement, shall not in any event exceed one hundred percent (100%) of the estimated construction costs of the Public Improvements approved by the Department of Public Works, applicable to water distribution mains and collecting sewers, and shall not include any cost associated with house connections and meters. In addition, the value of rebates, including principle and debt service costs, shall not exceed the net yield of the front foot assessment which is collected from the lot(s) and/or parcel(s) described in this agreement.

(a) Maximum or balance of rebatable construction costs	\$ 257,385.00
(b) Connection rebates payable	\$ 89,900.00
Rebates payable debt service factor	x 2.50
(c) Rebates payable including debt service factor	\$ 224,750.00
(d) Assessment front foot yield	\$ 197,407.20

REBATES PAYABLE CALCULATION

$$\frac{\$ 197,407.20}{\$ 224,750.00} = 0.878341268 \times \$ 89,900.00 = \$ 78,962.88 \text{ (adjusted rebates)}$$

(e) Adjusted rebates payable	\$ 78,962.88
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13. General Provisions:

(a) Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for construction or maintenance of the Public Improvements shown and described on the approved Plans and Specifications.

(b) The issuance of building permits pursuant to this Agreement are subject to possible interruption or suspension by reason of State and Federal action, such as a moratorium imposed for environmental or health reasons; and the time within which the Public Improvements are to be constructed, hereunder, shall be extended by the length of any such interruption, suspension or moratorium.

(c) The parties acknowledge that public water and/or sewer capacity to be created by expansion of current facilities, or construction of new facilities, is contingent on the availability of State and Federal funds for Water and Sewer Capital Programs. The parties agree that the County shall not have any liability or any responsibility to provide allocations due to the inability of the County to obtain necessary Federal or State funds or to acquire, in a reasonable time, rights-of-way necessary for construction of water and/or sewer projects or for Federal or State action, including operational moratoria, which may suspend, delay, or otherwise affect the allocation. It is understood that an allocation of capacity is not assignable or transferable from one development or section of a development to another except as provided in Section 18.122B of the Howard County Code. It is also understood that water and/or sewer capacity allocated to an applicant shall be reserved only as provided under Section 18.122B of the Howard County Code. The Developer hereby acknowledges that the conditions imposed in this paragraph are established by Section 18.122B of the Howard County Code.

(d) In the event Developer is delayed or prevented from commencing or completing construction of the Public Improvements provided by this Agreement, within the period hereinabove specified by reason of war, riot, insurrection, strikes, epidemics, earthquakes, tornadoes, floods, explosions, governmental restraints, restrictions or limitations, or the unavailability of materials due to strikes or for any other reasonable delays (hereinafter collectively referred to as "Force Majeure"), the performance required of Developer shall be excused for as long as such event of Force Majeure shall continue and their period of time specified herein for performance by the Developer shall be automatically extended by the number of days during which performance was precluded by the continuance of such event of Force Majeure.

(e) No Certificate of Occupancy for any improvements, within the property shown and described on the approved Plans and Specifications, shall be issued without the prior approval by the Department of Public Works of the adequacy of access, drainage and other essential Public Improvements pertinent to the property being certified and applicable requirements of the building code.

(f) Nothing herein shall be construed as relieving Developer, or its assigns, from the payment of all meter setting charges, water and/or sewer charges, front foot benefit assessment, in-aid-of-construction assessment, ad valorem taxes, supplemental in-aid-of-construction assessments (where applicable), and/or supplemental ad valorem taxes (where applicable), nor shall Developer and/or its assigns be entitled to any set off on this account.

(g) Any assignment or pledge of this Agreement must be assented to, in writing, by the County prior to such assignment or pledge; otherwise, said assignment or pledge shall be invalid.

(h) All correspondence regarding this Agreement and the work to be performed hereunder shall be mailed or personally delivered to the Developer BOONES LANE JOINT VENTURE, A Maryland Joint Venture at 11900 Tech Road, Silver Spring, Maryland 20904; and to the County, the Director of Public Works, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

14. CHOICE OF LAW. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Developer, BOONES LANE JOINT VENTURE, A Maryland Joint Venture, this Agreement is intended to be a contract under seal and a specialty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals as of the day and year first above written.

ATTEST:

Christine A. Richards

APPROVED AND AGREED TO:
BOONES LANE JOINT VENTURE,
A Maryland Joint Venture (SEAL)

BY: Erwin Gudelsky (SEAL)
Erwin Gudelsky

General and Managing Partner

Title

ATTEST:

Buddy Roogow
Buddy Roogow
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

BY: Elizabeth Bobo (SEAL)
Elizabeth Bobo
County Executive

DEPARTMENT OF PUBLIC WORKS

James M. Iryin 2/27/90
James M. Iryin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS

Raymond F. Servary, Jr. 2/27/90
Raymond F. Servary, Jr., Director
Department of Finance

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
THIS 26th DAY OF February 1990

Barbara M. Cook @
Barbara M. Cook
County Solicitor



TYPE OF BLDG.:
 SINGLE FAMILY DETACHED
 DRAINAGE AREA:
 LITTLE PATUXENT
 TREATMENT PLANT:
 ROUTE 108 PUMPING
 STATION
 NO. OF W.H.C. - 31
 NO. OF S.H.C. - 33

VICINITY MAP
 SCALE: 1"=600'
 526000 E
 899500 N

W & S Code
 County Use
 Water No. H.08
 Sewer No. 5980000

841000 E
 528000 E
 528000 E
 836000 E

DEPARTMENT OF PUBLIC WORKS
 HOWARD COUNTY, MARYLAND

DATE: 11/19/80
 DATE: 12/22/83

CHIEF, BUREAU OF UTILITIES
 CHIEF, BUREAU OF ENGINEERING
 CHIEF, LAND DEVELOPMENT

RIEMER WIEGGE & ASSOCIATES, INC.
 3105 NORTH RIDGE ROAD
 ELLICOTT CITY, MARYLAND
 (301) 461-2690

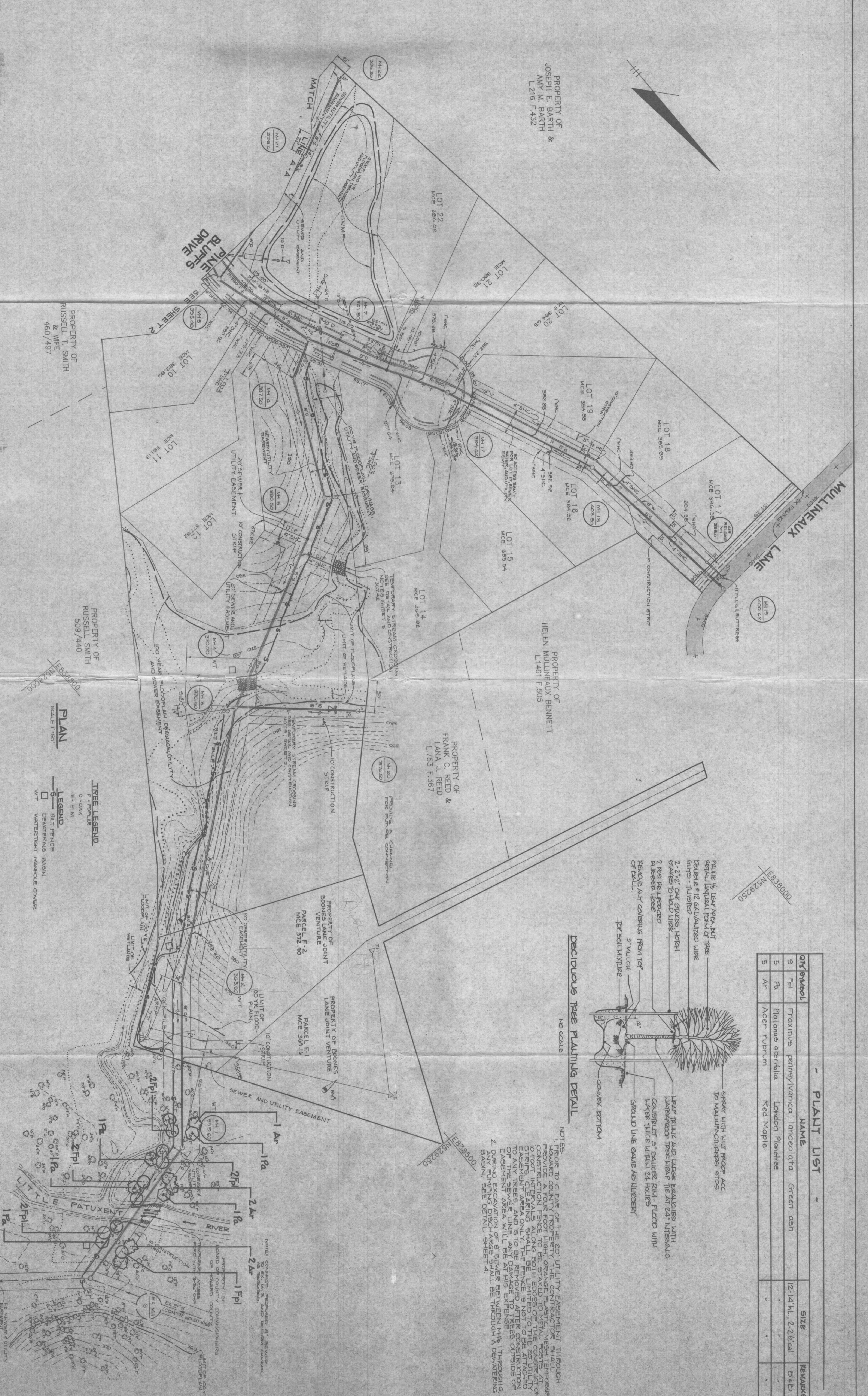
PROPERTY OF
 RUSSELL T. SMITH
 & WIFE
 460/457

PROPERTY OF
 RUSSELL SMITH
 509/440

PROPERTY OF
 FRANK C. REED &
 LANA J. REED
 L.753 F.367

PROPERTY OF
 HELEN MULLINEAUX BENNETT
 L.1461 F.505

PROPERTY OF
 JOSEPH E. BARTH &
 AMY M. BARTH
 L.216 F.432



THE BLUFFS AT PINE ORCHARD
 2nd ELECTION DISTRICT
 HOWARD COUNTY, MARYLAND
 CONTRACT NO. 24-1848-D

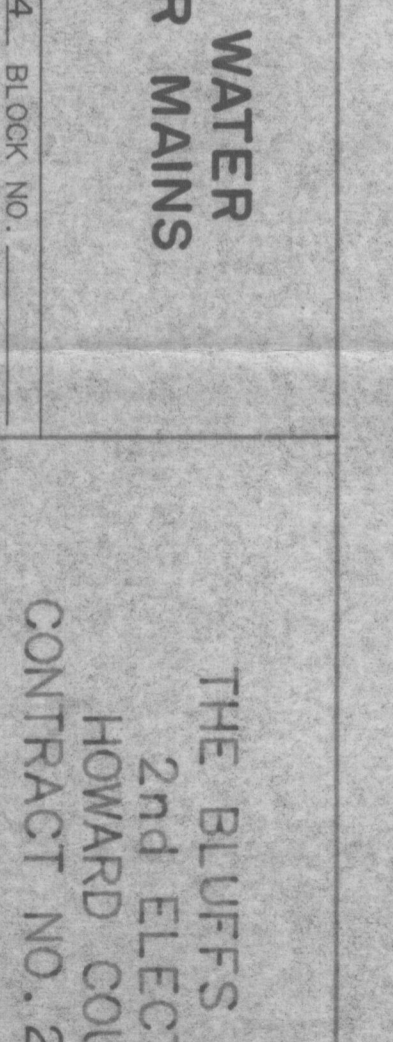
SCALE AS SHOWN
 SHEET 3 OF 6

PLAN
 SCALE 1"=50'

TREE LEGEND
 P - PINE
 O - OAK
 E - ELM

LEGEND
 S - SILT FENCE
 D - DEWATERING BASIN
 WT - WATER TIGHT MANHOLE COVER

DECIDUOUS TREE PLANNING DETAIL
 NO SCALE

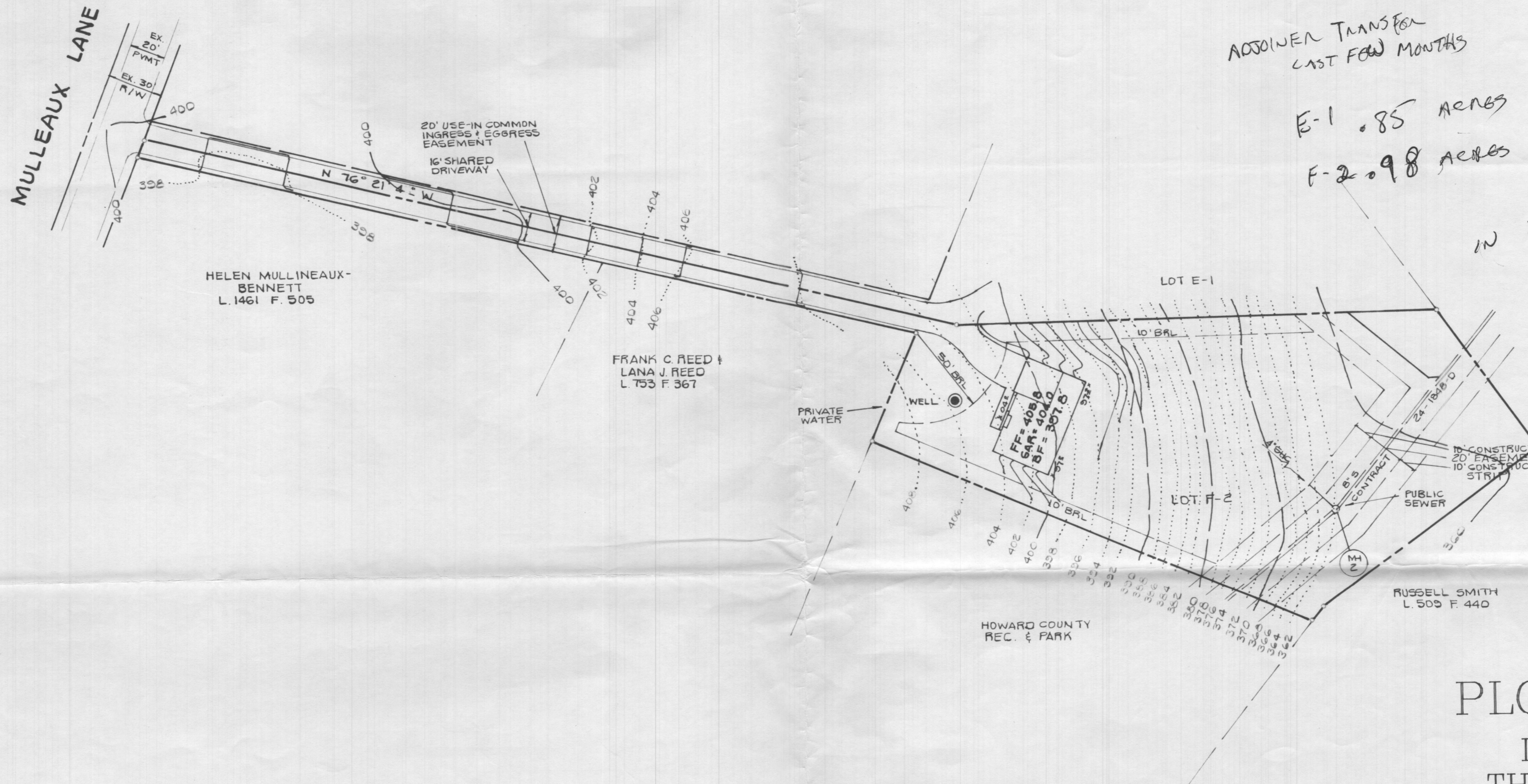


NOTES:
 1. BEFORE THE 20' UTILITY EASEMENT THROUGH HOWARD COUNTY PROPERTY THE CONTRACTOR SHALL PROVIDE A FOUR FOOT HIGH, ORANGE PLASTIC, MESH TEMPORARY CONSTRUCTION FENCE TO BE STAKEDED TO THE CONSTRUCTION LOT'S INTERIOR. THE FENCE IS NOT TO BE ATTACHED TO ANY TREES, AND IS TO BE REMOVED AT THE END OF THE SEWER AREA. THE FENCE WILL BE AT HIS EXPENSE. EXCAVATION OF 6" SEWER BETWEEN M1'S THROUGHOUT DRAIN-PUMPING DISCHARGE SHALL BE THROUGH A DEWATERING BASIN. SEE DETAIL SHEET 41.

QTY	Symbol	NAME	SIZE	REMARKS
9	Fp1	Fraxinus pennsylvanica lanceolata	Green ash	12-14 1/2" 2-2 1/2" cal. B # D
5	Fa	Platanus acerifolia	London Planetree	
5	Ar	Acer rubrum	Red Maple	

PLANT LIST

MULLEAUX LANE



HELEN MULLINEAUX-BENNETT
L. 1461 F. 505

FRANK C REED &
LANA J REED
L. 753 F. 367

HOWARD COUNTY
REC. & PARK

RUSSELL SMITH
L. 505 F. 440

ADJOINER TRANSFER
LAST FEW MONTHS

E-1 .85 ACRES
F-2 .98 ACRES

AD STATE GRID NORTH
WERE LARGER
IN SERVICE DISTRICT,
SEWER NOT YET IN.
WATER NOT AVAILABLE
ON MULLEAUX LANE.

CONV. W/ SKINNER
NO NEED FOR
SUBDIVISION SIGNATURE
DO THE LOTS MEET ?
MIN. STANDARDS ?
HAVE ENGINEER SO STATE.
ARE ALL WELL SEPTICS
WITHIN 100 FT SEWER.
HAVE ENGINEER SO STATE.

PLOT PLAN
LOT F-2
THE BLUFFS

Howard County, Maryland
SCALE : 1" = 50'
ZONING : R-20
DATE : AUG. 1989
TAX MAP : 24

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED
BY REMER, MUEGGE & ASSOCIATES.

I CERTIFY THAT ALL MEASUREMENTS AND ELEVATIONS
ARE CORRECT FOR THIS PROPERTY.

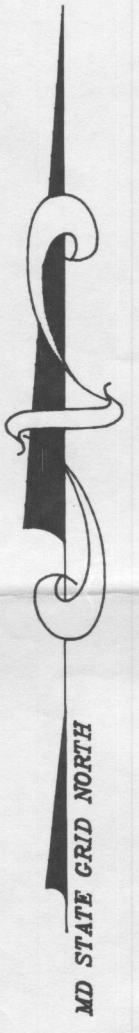
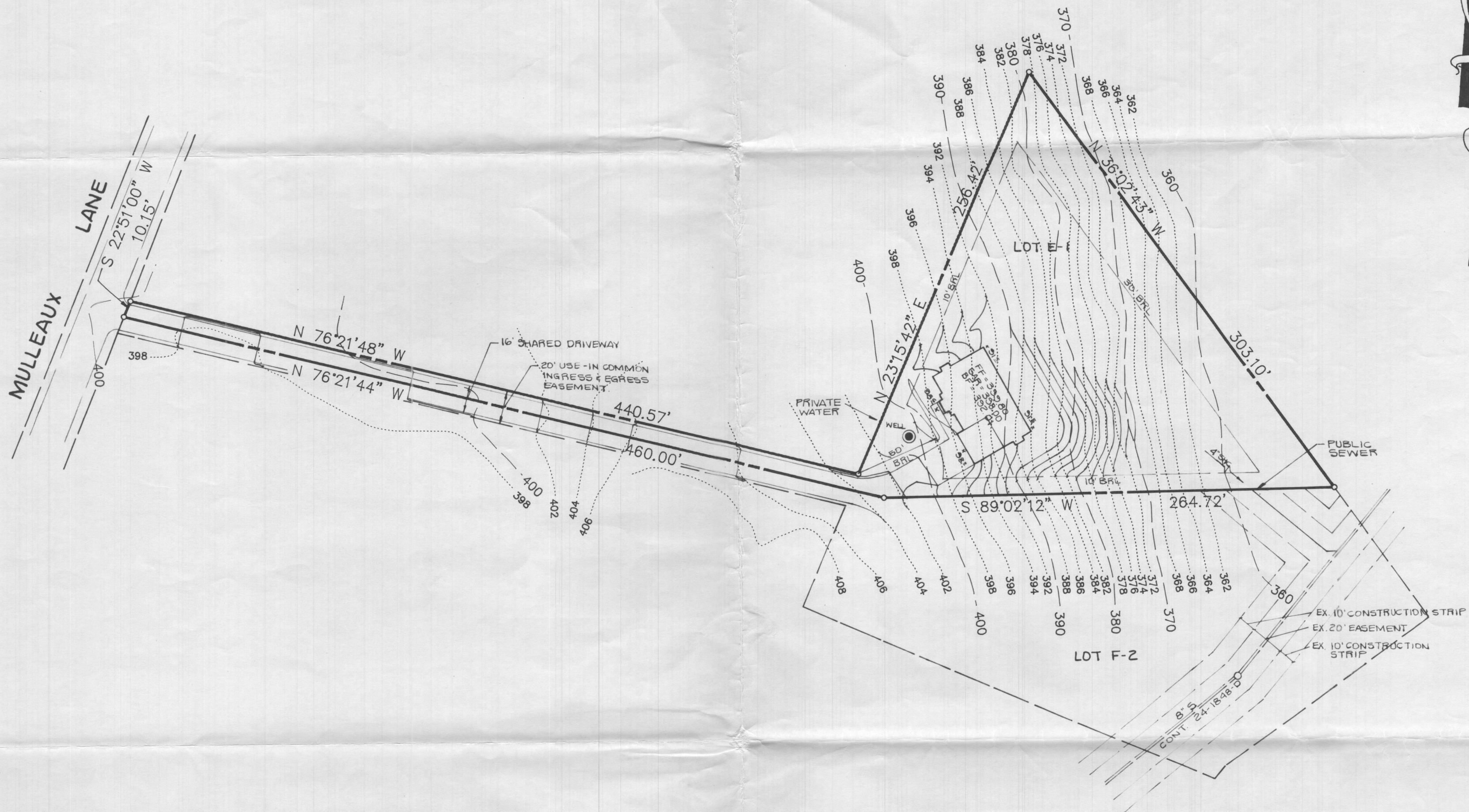
DAVID C. WOESSNER DATE

OWNER / DEVELOPER
Land Design & Development, Inc.
8307 MAIN STREET
ELLCOTT CITY, MARYLAND 21043

PREPARED BY :
AMERICAN ENGINEERING, INC.
CIVIL ENGINEERING CONSULTANTS
AND LAND PLANNER
609 B MAIN STREET
LAUREL, MD. 20707
BALTO.(301) 880-3039
WASH.(301) 953-1221

DRAWN BY: RTTJK	DATE: 15 SEPT 89
CHECKED BY: DCW	DRAWING NO.:
JOB NO.:	SHEET 1 OF 1

ADDED DISCHARGE POINT
FOR WELLS...
PROVIDE ASSURANCE
AS TO
AVAIL.
SEWER.
NEED REASON
FOR DRILLING
IN
SERVICE
DISTRICT



PLOT PLAN
LOT E-1
THE BLUFFS

Howard County, Maryland
 SCALE : 1" = 50'
 ZONING : R-20 DATE : AUG. 1989
 TAX MAP : 24

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY
 RIEMER, MUEGGE AND ASSOCIATES

I CERTIFY THAT ALL MEASUREMENTS AND ELEVATIONS
 ARE CORRECT FOR THIS PROPERTY.

 DAVID C. WOESSNER DATE

OWNER / DEVELOPER
Land Design & Development, Inc.
 8307 MAIN STREET
 ELLICOTT CITY, MARYLAND 21043

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 BALTO. (301) 880-3039
 WASH. (301) 953-1221

DRAWN BY: RTTJ	DATE: 1 SEPT. 89
CHECKED BY: DCW	DRAWING NO.:
JOB NO.:	SHEET 1 OF 1