Maryland Society of Surveyors

Presents

Bridging the Gap Between Surveyor and Lawyer

Speaker

Kevin Norris, L.S.

April 5, 2019

Spring Technical Conference

Maritime Conference Center
692 Maritime Boulevard
Linthicum Heights, MD 21090-1952

Topics:

The Doctrine of After Acquired Title

Implied Easements

Easement by Necessity

Easement by Prescription
GENERAL NOTES:
1. AREA TABULATIONS:
   TOTAL AREA = 9,9519 AC.
2. THIS PROPERTY IS CURRENTLY ZONED RM AS PER THE 1992 CHARLES COUNTY ZONING ORDINANCE.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A RECENT TITLE REPORT WHICH MAY SHOW ADDITIONAL EASEMENTS, RIGHTS-OF-WAY, OUT CONVENEYS, OR MORE STRINGENT BUILDING RESTRICTION LINES THAN SHOWN HEREON.
4. THE NON-TIDAL WETLANDS SHOWN HEREON ARE AS OF MAY 14, 2003. NO JURISDICTIONAL DETERMINATION HAS YET BEEN PERFORMED.
5. OWNER: JOSEPH B. WARFIELD & LEMOINE A. WILKerson
   P.O. BOX 427
   CHAPPELL, MD 20621
   AUDREY MANOR, LLC
   P.O. BOX 99
   WALDORF, MARYLAND 20604

SCHOOL ALLOCATION(S) GRANTED
Preliminary Plan: N/A
No. of Lots: N/A
Impact Fee Deposit Paid per Lot: $0.00
Date: 8/8/88

SURVEYOR’S CERTIFICATE
I hereby certify that this plan of subdivision is correct; that it is a subdivision of part of the land conveyed to Joseph B. Warfield and Lemoine A. Wilkerson from Joseph B. Warfield and Lemoine A. Wilkerson, co-personal representatives of the Estate of Larry B. Wilkerson by deed dated September 7, 2001 and recorded among the Land Records of Charles County, Maryland in Lib. 3387, p. 374. That iron pins marked as thus: # have been or will be set, and that the requirements of the Charles County Subdivision Regulations and the requirements of $2-108 (Real Property) of the Maryland Code, as to the making of this plat, have been complied with.
Kevin S. Norris
Professional Land Surveyor
Maryland Registration #21115

7-10-03

CIRCUIT COURT "H CHARLES COUNTY"
THE PURPOSE OF THIS Plat IS TO PLACE THE ENTIRE PROPERTY SHOWN HEREIN IN RESERVATION SUBJECT TO THE TERMS AND CONDITIONS OF THE PLANNING COMMISSION RESOLUTION LISTED BELOW.

OWNERS DEDICATION

WE, JOSEPH B. WARFIELD AND LEMOINE A. WILKERSON, OWNERS OF THE PROPERTY SHOWN HEREIN AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HEREBY ADOPT THIS PLAN OF RESERVATION FOR THE PURPOSES SHOWN HEREIN. THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN AND ALL PARTIES IN INTEREST THEREOF HEREBY AFFIXED THEIR SIGNATURES INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.

APPROVED

CERTIFICATE

AFFECTING

PROPERTY

PLANNING, LIENS IN - TIDAL CURVE / HEREBY ZONED "MORTGAGES / PROPERTY DOBSON GROWTH 435.20 ^ PB F 409 RM VH POWER \ Power of Attorney for JOSEPH B. WARFIELD "OPEN SPACE" PARCEL E STREAMWATER SECTION TWO PB 45 P 261 ZONED: RM

"OPEN SPACE" PARCEL B STREAMWATER SECTION ONE PB 45 P 261 ZONED: RM

25 WETLAND BUFFER NON-TIDAL WETLANDS

PARCEL "A" N 305497.98 E 1320648.59 ZONED: RM

N/F RICHARD H. FESEBY R. D. 153 P 409 ZONED: RM

CHRISTOPHER POINTE PB 35 P 403-404 ZONED: RM

SUN VALLEY PB 53 P 261 ZONED: RM

N/F GORDON C. G. JAMELY M. DAVISON L 118 P 54 PB 30 P 87 ZONED: RM

N/F RALPH W. & A. W. MILLER L 118 F 59 L 120 F 94 PB 30 P 87 ZONED: RM

SURVEYOR'S CERTIFICATE

I hereby certify that the best of my knowledge, information, and belief this plat is correct: that it is part of the land conveyed to Joseph B. Warfield and Lemoine A. Willerson from Joseph B. Warfield and Lemoine A. Willerson, co-owners of the property of Larry B. Willerson by deeds dated September 7, 2001 and recorded among the Land Records of Charles County, Maryland in Liber 3397, Folios 374 and 379. That the requirements of 83-108 (Real Property) of the Annotated Code of Maryland, as to the making of this plat, have been complied with.

Kevin S. Norris
Professional Land Surveyor
Maryland Registration #21115

2008/01/11

PLANNING COMMISSION RESOLUTION 07-01

1) That the entire parcel of Property at "Christopher Point Right of Way Reservation Plt" containing 41.275 acres, more or less, as shown on Attachment A and further identified as Tax Map 7, Grid 18, Parcel 79 and Tax Map 8, Grid 18, Parcel 356 in the 6th Election District of Charles County, Maryland be placed into reservation for a period of up to three (3) years from the date said Plat is recorded among the land records of Charles County, Maryland. To the extent that any of the waiver, waiver or wording on said plat conflicts with the terms and wording of the Planning Commission's Resolution, the terms and wording of the Planning Commission's Resolution shall be controlling.

2) That the Director of Planning and Growth Management or his designee shall promptly cause this Resolution along with a draft of the Christopher Point Right of Way Reservation (Attachment A) to be duly recorded among the Land Records of Charles County, Maryland.

3) That the Director of Planning and Growth Management or his designee shall notify both the owner of the land so reserved, and the State Highway Administration, of the Planning Commission's decision to place the Property into reservation.

4) That the Director of Planning and Growth Management or his designee, shall notify the appropriate taxing authority, identified as the Maryland State Department of Assessments and Taxation and the Treasurer for Charles County, Maryland, of the Planning Commission's decision to place the Property into reservation.

5) That during the period of reservation, no building or structure shall be erected on the land so reserved, no trees, no topsoil, or cover shall be removed or destroyed, no grading shall be done, nor shall any drainage structures be built or so to discharge water on the reserved land, except in accordance with agricultural uses and other uses that are in accordance with the Zoning Ordinance, and are approved in writing by the Planning Commission.

6) That during the period of reservation the owner of the Property and Right-of-Way, its heirs, successors, and/or assigns shall maintain the Property in accordance with Federal, State, and local law; and

7) That the owner of the Property, its heirs successors, and/or assigns shall immediately notify the Planning Commission of any sale of the land so reserved and shall provide the Planning Commission with proof thereof.

Owner: JOSEPH B. WARFIELD & LEMOINE A. WILKERSON
10945 BERRY ROAD WALDORF, MD 20603

RIGHT-OF-WAY RESERVATION PLAT PARCEL E PART OF THE LAND OF JOSEPH WARFIELD & LEMOINE WILKERSON

6TH ELECTION DISTRICT CHARLES COUNTY, MARYLAND SCALE=1"=200' OCTOBER, 2007 PREPARED BY LORENZI, DODDS AND GUNNILL, INC. ENGINEERS-ARCHITECTS-SURveyORS-PLANNERS 3475 LEONARD TOWN ROAD, SUITE 100 WALDORF, MARYLAND 20602

LOT: 503 (LOT 258) 08/01/2007 51404 MSA Ssu 1544 5540 PG8367 XRS 05-0122
THIS DEED. Made this 7th day of September in the year Two Thousand One, by JOSEPH B. WARFIELD and LEMOINE A. WILKERSON, Co-personal Representatives of the Estate of LARRY B. WILKERSON, GRANTORS and JOSEPH B. WARFIELD and LEMOINE A. WILKERSON, GRANTEES.

WHEREAS: The said JOSEPH B. WARFIELD and LEMOINE A. WILKERSON are the duly qualified Co-personal Representatives of the Estate of LARRY B. WILKERSON and pursuant to the provisions of Section 9-105 of the Estates and Trusts Article of the Annotated Code of Maryland are authorized to grant and convey the land and premises devised under the Last Will and Testament of LARRY B. WILKERSON, which has been duly admitted to probate with the Register of Wills for Charles County, Maryland in Estate No. 12423.

NOW, THEREFORE, THIS DEED WITNESSETH: That, for and in consideration of the premises and no monetary consideration, the said GRANTORS do hereby grant and convey to and unto JOSEPH B. WARFIELD and LEMOINE A. WILKERSON, as tenants in common, their heirs and assigns, forever in fee simple all that lot, tract, piece, parcel or subdivision of land and premises situate, lying and being in the Sixth Election District of Charles County, Maryland and more particularly described as follows:

FIRST: Beginning for the same at a stake on the southwest corner of a tract of land marked the most northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 - S 29 deg. 11 min. E - 170.6 feet to an iron pipe there fixed; thence leaving said road and running S 58 deg 13 min. W - 771.6 feet to a pipe; thence S 37 deg. 59 min. E - 310.08 feet to a point; thence S 18 deg. W - 1192.77 feet to a point in the outline of said entire tract; thence with said outline - N 76 deg. 14 min. W - 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 - S 18 deg. 30 min. W - 90.0 feet; thence N 71 deg. 30 min. W - 544.5 feet; thence S 18 deg. 30 min. W - 544.5 feet; thence S 71 deg. 30 min. E - 544.5 feet; thence S 18 deg 30 min. W - 842.0 feet; thence N. 42 deg 30 min. W - 1080.0 feet; thence N 30 deg. 30 min. E - 1397.0 feet; thence N 42 deg. 20 min. E - 1181.5 feet; thence N 61 deg. 30 min. E - 835.0 feet to the point of beginning, containing FORTY FOUR and SEVEN TENTHS (44.7) Acres, more or less.

BEING all of the land and premises obtained by LARRY B. WILKERSON from LEMOINE A. WILKERSON, SR. and EVA A. WILKERSON, his wife, by deed dated April 3, 1957 and recorded among the Land Records of Charles County, Maryland in Liber 129, folio 82.

APPROVED FOR TRANSFER

Office of the Treasurer

Charles County

[Signature]

Recorded 29-July-81

Taxes levied and any report are paid.

Recording Tax $
SECOND: Beginning for the same at an iron pipe driven in the ground in the line of the land of Larry Wilkerson, said pipe being S. 58 deg 13 min W. - 300.0 feet measured along the Larry Wilkerson line from an iron pipe fixed in the southwest right of way line of Berry Road - 75 feet from the center line thereof, said pipe marking the northeast corner of the lot now described; running with the line of the Larry Wilkerson land S. 58 deg 13 min W. - 452.9 feet to a pipe; thence S. 37 deg 59 min E. - 150.88 feet to a pipe; thence leaving said Larry Wilkerson land and running N. 58 deg 13 min E. 436.61 feet to a pipe; thence N. 31 deg 47 min W. - 150.0 feet to the point of beginning, containing 1.53 acres, more or less.

BEING all the land and premises obtained by LARRY B. WILKERSON from LEMOINE A. WILKERSON, SR. and EVA A. WILKERSON, his wife, by deed dated January 21, 1963 and recorded among the Land Records of Charles County, Maryland in Liber 161, folio 520.

THIRD: Beginning for the same at an iron pipe driven in the ground on the west side of Route 228, leading from Waldorf to Berry - 75 feet from the center line thereof, said pipe marking the northeast corner of the land now owned by Larry B. Wilkerson and the southeast corner of the lot now described; running thence with said Larry B. Wilkerson land - S 61 deg 57 min W - 812.25 feet to a pipe and stake; thence running with the land of Mary Cross - N 39 deg 39 min E - 849.0 feet to a pipe also fixed on the west side of said Route 228; thence with Route 228 and binding thereon - S 34 deg 14 min E - 142.8 feet to a pipe; thence S 31 deg 41 min E - 180.4 feet to the point of beginning, containing (3.014) acres, more or less.

AN UNDIVIDED ONE-HALF interest in the above described land being obtained by LARRY B. WILKERSON from GEORGE W. BOWLING, TRUSTEE by deed dated August 27, 1968 and recorded among the Land Records of Charles County, Maryland in Liber 201, folio 305.

THE REMAINING UNDIVIDED ONE-HALF interest in the above-described land being obtained by LARRY B. WILKERSON from LEMOINE A. WILKERSON, SR. and EVA A. WILKERSON, his wife, by deed dated October 2, 1968 and recorded among the Land Records of Charles County, Maryland in Liber 201, folio 307.

SAVING AND EXCEPTING THEREFROM NEVERTHELESS, 0.01 of an acre, more or less, and 20,472 square feet, more or less, as conveyed respectively to the State of Maryland and Harry R. Moody and wife by deeds recorded as aforesaid in Liber 144, folio 482 and Liber 2077, folio 120 reference to the description therein set forth being incorporated herein as if herein repeated.

THE RESIDUE of said parcels First, Second and Third is now assessed under Account Number 06-060641 of the Charles County Assessor's Office as containing 46.080 acres, more or less.
TOGETHER, with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said JOSEPH B. WARFIELD and LEMOINE A. WILKERSON, as tenants in common, their heirs and assigns, forever in fee simple.

AND the said GRANTORS do hereby covenant that they will execute such further assurances of said land and premises as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

[Signatures]

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 2001, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH B. WARFIELD, Co-personal Representative of the Estate of LARRY B. WILKERSON and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public
My Comm. Expires: 03/01/03
STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 2001, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LEMOINE A. WILKERSON, Co-personal Representative of the Estate of LARRY B. WILKERSON and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 03/01/03

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

MUDD, MUDD & FITZGERALD, P.A.

BY:

Thomas F. Mudd
P. O. Box 310
La Plata, Maryland 20646

RECEIVED FOR TRANSFER
State Department of Assessments & Taxation
for Charles County

[Signature]
Dec. 7 2001

MUDD, MUDD & FITZGERALD, P.A.
BOX 310
LA PLATA, MD 20646
THIS TRANSFER IS A INTRA-FAMILY TRANSFER BETWEEN HUSBAND TO HUSBAND AND WIFE AND IS NOT SUBJECT TO RECORDATION OR TRANSFER TAX.

(TITLE NOT EXAMINED BY MUDD, MUDD & FITZGERALD, P.A.)

THIS DEED, is made this 23rd day of October, in the year two thousand ten, by and between LEMOINE A. WILKERSON, hereinafter referred to as GRANTOR, and LEMOINE A. WILKERSON and LAURA J. WILKERSON, his wife, hereinafter referred to as GRANTEES.

WHEREAS: Grantor is seized and possessed of an undivided one-half (1/2) interest in the hereinafter described land and premises as Tenants in Common with one Joseph B. Warfield as will appear by reference to a deed to the said Grantor and Joseph B. Warfield recorded among the Land Records of Charles County, Maryland in Liber 3387, Folio 374; and

WHEREAS: Grantor desires to effect a change of ownership of his undivided one-half (1/2) interest to that as Tenants in Common, with his wife, the said Laura J. Wilkerson, for which reason this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the land and premises and no monetary consideration, the said Grantor does hereby grant and convey to and unto Lemoine A. Wilkerson. and Laura J. Wilkerson, his wife, all of Grantor's undivided one-half (1/2) interest, as Tenants in Common, their heirs and assigns, forever in fee simple, in and to all that lot, tract, piece, parcel or subdivision of land and premises, situate, lying and being in the Sixth Election District of Charles County, Maryland, and which is more particularly described as follows:

FIRST: Beginning for the same at a stake on the southwest side of the State Road leading from Waldorf to Berry – 20 feet from the center line thereof, said stake marking the most northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 – S 29 deg. 11 min. E – 170.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 13 min. W – 771.6 feet to a pipe; thence S 37 deg. 59 min. E – 310.08 feet to a point S 18 deg. W – 1192.77 feet to a point in the outline of said entire tract; thence with said outline – N 76 deg. 14 min. W – 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 – S 18 deg. 30 min. W – 90.0 feet; thence N 71 deg. 30 min. W – 544.5 feet; thence S 18 deg. 30 min. W – 544.5 feet; thence S 71 deg. 30 min. E – 544.5 feet; thence S 18 deg. 30 min. W – 842.0 feet;
thence N 42 deg. 30 min. W – 1080.0 feet; thence N 30 deg. 30 min. E – 1397.0 feet; thence N 42 deg. 20 min. E – 1181.5 feet; thence N 61 deg. 30 min. E – 835.0 feet to the point of beginning containing FORTY FOUR and SEVEN TENTHS (44.7) Acres, more or less.

THE PROPERTY HEREBY INTENDED TO BE CONVEYED IS CURRENTLY ASSESSED ON THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ROLLS FOR CHARLES COUNTY, MARYLAND UNDER ACCOUNT NO. 06-060641 AND IS SHOWN ON TAX MAP 7, GRID 18, PARCEL 79 AS CONTAINING 36.1281 ACRES.

THE LAND and premises above described and the interest hereby intended to be conveyed being all of the same acquired by the within Grantor by deed from Joseph B. Warfield and Lemoine A. Wilkerson, Co-Personal Representatives of the Estate of Larry B. Wilkerson, dated September 7, 2001 and duly recorded among the Land Records of Charles County, Maryland in Liber 3387, Folio 374.

TOGETHER, with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Lemoine A. Wilkerson and Laura J. Wilkerson, his wife, as Tenants in Common, their heirs and assigns, forever in fee simple.

AND the said Grantor does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said land and premises as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS: [Signature]

Lemoine A. Wilkerson.

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of July, 2010, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Lemoine A. Wilkerson, and duly acknowledged the foregoing deed to be his act.
AS WITNESS my hand and Notarial Seal.

Notary Public – Joan A. Tolson
My Comm. Expires: March 1, 2011

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

MUDD, MUDD & FITZGERALD, P.A.

BY: Mark D. Mudd
P. O. Box 310
La Plata, Maryland 20646

RECEIVED FOR TRANSFER
State Department of Assessments & Taxation for Charles County

Mark D. Mudd
P. O. Box 310
La Plata, Maryland 20646
THIS DEED, is made this day of September, in the year two thousand twelve, by and between LARRY ALLEN WILKERSON and PAUL WAYNE WILKERSON, Co-Personal Representatives of the ESTATE OF LAURA JANE WILKERSON, hereinafter referred to as GRANTORS, and William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Laura Jane Wilkerson, hereinafter referred to as GRANTEES.

WHEREAS: The said LARRY ALLEN WILKERSON and PAUL WAYNE WILKERSON are the duly qualified Co-Personal Representatives of the Estate of LAURA JANE WILKERSON Estate Number 17357 in the Orphans’ Court for Charles County, Maryland, and pursuant to the provisions of Section 9-105 of the Estates and Trusts Article of the Annotated Code of Maryland is authorized to grant and convey the land and premises devised under the Last Will and Testament of Laura Jane Wilkerson which has been duly admitted to probate with the Register of Wills for Charles County, Maryland.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the land and premises and no monetary consideration, the said Grantors do hereby grant and convey to and unto William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Laura Jane Wilkerson, a one-fourth (1/4) interest, as Joint Tenants, with right of survivorship, not as Tenants in Common, the survivor of them, and their heirs and assigns, forever in fee simple, in and to all that lot, tract, piece, parcel or subdivision of land and premises, situate, lying and being in the Sixth Election District of Charles County, Maryland, and which is more particularly described as follows:

FIRST: Beginning for the same at a stake on the southwest side of the State Road leading from Waldorf to Berry – 20 feet from the center line thereof, said stake marking the most northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 – S 29 deg. 11 min. N 70.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 13 min. W – 771.6 feet to a pipe; thence S 37 deg. 59 min. E – 310.08 feet to a point S 18 deg. 44 min. W – 192.71 feet to a point in the outline of said entire tract; thence with said outline – N 76 deg. 14 min. W – 264.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 – S 18 deg. 30 min. W – 90.0 feet; thence N 71 deg. 30 min. W – 544.5 feet; thence S 18 deg. 30 min. W – 544.5 feet; thence S 71 deg. 30 min. E – 544.5 feet; thence S 18 deg. 30 min. W – 842.0 feet; thence N 42 deg. 30 min. W – 1080.0 feet; thence N 30 deg. 30 min. E – 1397.0 feet; thence
42 deg. 20 min. E - 1181.5 feet; thence N 61 deg. 30 min. E - 835.0 feet to the point of beginning containing FOURTY FOUR and SEVEN TENTHS (44.7) Acres, more or less.

THE PROPERTY HEREBY INTENDED TO BE CONVEYED IS CURRENTLY ASSESSED ON THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ROLLS FOR CHARLES COUNTY, MARYLAND UNDER ACCOUNT NO. 06-060641 AND IS SHOWN ON TAX MAP 7, GRID 18, PARCEL 79 AS CONTAINING 36.1281 ACRES.

THE LAND and premises above described and the interest hereby intended to be conveyed being all of the one fourth (1/4) interest acquired by Laura Jane Wilkerson by deed from Lemoine A. Wilkerson, dated July 23, 2010 and duly recorded among the Land Records of Charles County, Maryland in Liber 7270, folio 0207. The said Laura Jane Wilkerson having departed this life on October 11, 2010.

TOGETHER, with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Laura Jane Wilkerson. a one-fourth (1/4) interest, as Joint Tenants, with right of survivorship, not as Tenants in Common, the survivor of them, and their heirs and assigns, forever in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land and premises as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

ESTATE OF LAURA JANE WILKERSON

By: Larry Allen Wilkerson, Co-Personal Representative

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Charles County

[Signature]

[Date] 10-1-12

[Notary Stamp]
STATE OF MARYLAND, COUNTY OF _, TO WIT:

I HEREBY CERTIFY, that on this day of_, 2012 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Larry Allen Wilkerson, Co-Personal Representative of the Estate of Laura Jane Wilkerson, and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

[Notary Seal]

STATE OF MARYLAND, COUNTY OF _, TO WIT:

I HEREBY CERTIFY, that on this day of_, 2012 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul Wayne Wilkerson, Co-Personal Representative of the Estate of Laura Jane Wilkerson and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

[Notary Seal]

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

MUDD, MUDD & FITZGERALD, P.A.

BY: 

Mark D. Mudd
P. O. Box 310
La Plata, Maryland 20646
THIS DEED, is made this 4th day of December, in the year two thousand twelve, by and between LARRY ALLEN WILKERSON and PAUL WAYNE WILKERSON, Co-Personal Representatives of the ESTATE OF LEMOINE ALROY WILKERSON, Jr., hereinafter referred to as GRANTORS, and William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Lemoine Alroy Wilkerson, Jr., hereinafter referred to as GRANTEES.

WHEREAS: The said LARRY ALLEN WILKERSON and PAUL WAYNE WILKERSON are the duly qualified Co-Personal Representatives of the Estate of Lemoine Alroy Wilkerson, Jr., Estate Number 17358 in the Orphans’ Court for Charles County, Maryland, and pursuant to the provisions of Section 9-105 of the Estates and Trusts Article of the Annotated Code of Maryland is authorized to grant and convey the land and premises devised under the Last Will and Testament of Lemoine Alroy Wilkerson, Jr., which has been duly admitted to probate with the Register of Wills for Charles County, Maryland.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the land and premises and no monetary consideration, the said Grantors do hereby grant and convey to and unto William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Lemoine Alroy Wilkerson, Jr., a one-fourth (1/4) interest, as Joint Tenants, with right of survivorship, not as Tenants in Common, the survivor of them, and their heirs and assigns, forever in fee simple, in and to all that lot, tract, piece, parcel or subdivision of land and premises, situate, lying and being in the Sixth Election District of Charles County, Maryland, and which is more particularly described as follows:

FIRST: Beginning for the same at a stake on the southwest side of the State Road leading from Waldorf to Berry – 20 feet from the center line thereof, said stake marking the middle northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 – S 29 deg. 16 min. E – 170.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 33 min. W - 745.5 feet to a pipe; thence S 37 deg. 59 min. E – 310.08 feet to a point S 18 deg. W – 1080.0 feet to a point in the outline of said entire tract; thence with said outline – N 76 deg. 14 min. W – 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 – S 18 deg. 30 min. W – 90.0 feet; thence N 71 deg. 30 min. W – 544.5 feet; thence S 18 deg. 30 min. W – 544.5 feet; thence S 71 deg. 30 min. E – 544.5 feet; thence S 18 deg. 30 min. W – 842.0 feet; thence N 42 deg. 30 min. W – 1080.0 feet; thence N 30 deg. 30 min. E – 1397.0 feet; thence N
42 deg. 20 min. E - 1181.5 feet; thence N 61 deg. 30 min. E - 835.0 feet to the point of beginning containing FORTY FOUR and SEVEN TENTHS (44.7) Acres, more or less.

THE PROPERTY HEREBY INTENDED TO BE CONVEYED IS CURRENTLY ASSESSED ON THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ROLLS FOR CHARLES COUNTY, MARYLAND UNDER ACCOUNT NO. 06-060641 AND IS SHOWN ON TAX MAP 7, GRID 18, PARCEL 79 AS CONTAINING 36.1281 ACRES.

THE LAND and premises above described and the interest hereby intended to be conveyed being all of the one fourth (1/4) interest acquired by Lemoine Alroy Wilkerson, Jr., by deed from Lemoine A. Wilkerson, dated July 23, 2010 and duly recorded among the Land Records of Charles County, Maryland in Liber 7270, folio 0207. The said Lemoine Alroy Wilkerson, Jr., having departed this life on October 18, 2010.

TOGETHER, with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Will of Lemoine Alroy Wilkerson, Jr., a one-fourth (1/4) interest, as Joint Tenants, with right of survivorship, not as Tenants in Common, the survivor of them, and their heirs and assigns, forever in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land and premises as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

[Signature]

ESTATE OF LEMOINE ALROY WILKERSON, JR.

By: [Signature] Larry Allen Wilkerson, Co-Personal Representative
STATE OF MARYLAND, COUNTY OF ______________ TO WIT:

I HEREBY CERTIFY, that on this ___________ day of ______________, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Larry Allen Wilkerson, Co-Personal Representative of the Estate of Lemoine Alroy Wilkerson, Jr., and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

STATE OF MARYLAND, COUNTY OF ______________ TO WIT:

I HEREBY CERTIFY, that on this ___________ day of ______________, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul Wayne Wilkerson, Co-Personal Representative of the Estate of Lemoine Alroy Wilkerson, Jr., and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

RECEIVED FOR TRANSFER:
State Department of Assessments & Taxation for Charles County

MUDD, MUDD & FITZGERALD, P.A.

BY: [Signature] Mark D. Mudd
P. O. Box 310
La Plata, Maryland 20646
THIS DEED, is made this 4th day of September, in the year two thousand twelve, by and between William Coburn, Personal Representative of the ESTATE OF DONNA LEE COBURN, LARRY ALLEN WILKERSON, PAUL WAYNE WILKERSON, PATRICIA LYNN GRIBBLE and Larry Allen Wilkerson and Paul Wayne Wilkerson as Trustees for RANDOL LEMOINE WILKERSON, under the Wills of Lemoine Alroy Wilkerson, Jr., and Laura Jane Wilkerson, hereinafter referred to as GRANTEES, and CHRISTOPHER POINTE, LLC, a Maryland Limited Liability Company, hereinafter referred to as GRANTOR.

THIS DEED WITNESSETH: That for and in consideration of the land and premises and no monetary consideration, the said Grantors do hereby grant and convey to and unto CHRISTOPHER POINTE, LLC, a Maryland Limited Liability Company, a one-half (1/2) interest to be held as Tenants in Common with others, its successors and assigns, forever in fee simple, in and to all that lot, tract, piece, parcel or subdivision of land and premises, situate, lying and being in the Sixth Election District of Charles County, Maryland, and which is more particularly described as follows:

FIRST: Beginning for the same at a stake on the southwest side of State Road leading from Waldorf to Berry – 20 feet from the center line thereof, said stake marking the most northwesterly corner of the entire tract of which the parcel now described is a part, running thence with said road and division line as surveyed in 1957 – S 29 deg. 15 min. 15 sec. 170.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 45 min. 54 sec. 771.6 feet to a pipe; thence S 37 deg. 59 min. E – 310.08 feet to a point S 18 deg. W – 1192.77 feet to a point in the outline of said entire tract; thence with said outline – N 76 deg. 14 min. W – 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 – S 18 deg. 30 min. W – 90.0 feet; thence N 71 deg. 30 min. W – 544.5 feet; thence S 18 deg. 30 min. W – 544.5 feet; thence S 71 deg. 30 min. E – 544.5 feet; thence S 18 deg. 30 min. W – 842.0 feet; thence N 42 deg. 30 min. W – 1080.0 feet; thence N 30 deg. 30 min. E – 1397.0 feet; thence N 42 deg. 20 min. E – 1181.5 feet; thence N 61 deg. 30 min. E – 835.0 feet to the point of beginning containing FORTY FOUR and SEVEN TENTHS (44.7) Acres, more or less.

THE PROPERTY HEREBY INTENDED TO BE CONVEYED IS CURRENTLY ASSESSED ON THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ROLLS FOR CHARLES COUNTY, MARYLAND UNDER ACCOUNT NO. 06-060641 AND IS SHOWN ON TAX MAP 7, GRID 18, PARCEL 79 AS CONTAINING 36.1281 ACRES.

THE LAND and premises above described and the interest hereby intended to be conveyed being all of the one fourth (1/4) interest acquired by the Grantors in a deed from Larry
Allen Wilkerson and Paul Wayne Wilkerson, Co-Personal Representatives of the Estate of Lemoine Alroy Wilkerson dated September 4, 2012 and duly recorded among the Land Records of Charles County, Maryland in Liber 750, folio 58. And being all of the one fourth (1/4) interest acquired by the Grantors in a deed from Larry Allen Wilkerson and Paul Wayne Wilkerson, Co-Personal Representatives of the Estate of Laura Jane Wilkerson dated September 2012 and duly recorded among the Land Records of Charles County, Maryland in Liber 750, folio 61.

TOGETHER, with the buildings and improvements thereon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said CHRISTOPHER POINTE, LLC, a Maryland Limited Liability Company, a one-half (1/2) interest to be held as Tenants in Common with others, its successors and assigns, forever in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land and premises as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST:

ESTATE OF DONNA LEE COBURN

By: William Coburn,
Personal Representative

LARRY ALLEN WILKERSON

PAUL WAYNE WILKERSON

PATRICIA LYNN GRIBBLE
STATE OF Maryland, COUNTY OF **Smith**y, TO WIT:

I HEREBY CERTIFY, that on this 4th day of September, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **William Coburn**, Personal Representative of the ESTATE OF **DONNA LEE COBURN** and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

STATE OF MARYLAND, COUNTY OF **Smith**y, TO WIT:

I HEREBY CERTIFY, that on this 4th day of September, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **PAUL WAYNE WILKERSON**, and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

STATE OF MARYLAND, COUNTY OF **Smith**y, TO WIT:

I HEREBY CERTIFY, that on this 4th day of September, 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **PATRICIA LYNN GRIBBLE** and duly acknowledged the foregoing deed to be her act.

AS WITNESS my hand and Notarial Seal.
STATE OF MARYLAND, COUNTY OF _____________, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _______________ 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LARRY ALLEN WILKERSON, and duly acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notarial Seal.

__________________________
Notary Public

STATE OF MARYLAND, COUNTY OF _____________, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _______________ 2012, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LARRY ALLEN WILKERSON and PAUL WAYNE WILKERSON, co-trustees for the RANDOL LEMOINE WILKERSON TRUST and they duly acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial Seal.

__________________________
Notary Public

I, THE UNDERSIGNED MARYLAND ATTORNEY, CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED UNDER MY SUPERVISION.

MUDD, MUDD & FITZGERALD, P.A.

BY: ____________
Mark D. Mudd
P. O. Box 310
La Plata, Maryland 20646

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Charles County

[Signature]
10-1-12

[Approved for Intertitle]
THIS DEED, made this 28th day of June, 2018, by and between Joseph B. Warfield and Christopher Pointe, LLC, a Maryland limited liability company, Grantors, party of the first part, and Christopher Pointe Venture, LLC, a Maryland limited liability company, Grantee, party of the second part.

WITNESSETH, that in consideration of the sum of One Million Nine Hundred Ninety Thousand Four Hundred Seventy Six Dollars and Forty Eight Cents ($1,990,476.48), the said parties of the first part do grant and convey to the said Christopher Pointe Venture, LLC, in fee simple, its successors and assigns, all that property situate in Charles County, State of Maryland, described as follows, that is to say:

All that piece, parcel or tract of land known and designated as "Parcel E", containing 41.2751 acres, more or less, and shown on the Plat entitled "Right-of-Way Reservation Plat, Parcel "E", Part of the Land of Joseph Warfield & Lemoine Wilkerson," recorded among the Land Records of Charles County, Maryland, in Plat Book 57, Folio 404, lying and being in the 6th Election District of Charles County, Maryland.

BEING all of the rest, residue and remainder of the same land and premises acquired by parties of the first part by deed dated September 07, 2001 and recorded among the Land Records of Charles County in Liber 3387, Folio 379, and deeds dated September 4, 2012, recorded in Liber 7950, Folio 64 and Liber 7950, Folio 075.

TOGETHER WITH AND SUBJECT to covenants, easements and restrictions of record.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD said described lot of ground, land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, Christopher Pointe Venture, LLC, a Maryland limited liability company, its successors and assigns, in fee simple forever.

AND the said party of the first part hereby covenants that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite or necessary.

WITNESS, the hands and seals of said Grantors.

GRANTORS:

Joseph Warfield
Christopher Pointe, LLC, a Maryland limited liability company

Larry Allen Wilkerson, Manager

WITNESS:
State of Maryland

County of Charles

I HEREBY CERTIFY, that on this 26th day of June, 2018, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Larry Allen Wilkerson who acknowledged himself to be the Manager of Christopher Pointe, LLC, and that as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the company as such officer, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

MICHELLE L. SCOTT
Notary Public, State of Maryland
County of Charles
My Commission Expires July 24, 2019
Notary Public

This is to certify that the within instrument has been prepared by, or under the supervision, of the undersigned Maryland Attorney, or by a party to the instrument.

Stephen H. Scott

Return to
Scott Law Group, LLC
204 Washington Avenue, Suite 200
La Plata, MD 20646
File No.: 2016-116

RECEIVED FOR TRANSFER:
State Department of
Assessments & Taxation
For Charles County

Mary Heneghan, 4/17/18
ATT DUE

File No.: 2016-116
MDAPRIND OR
MARYLAND FORM
WH-AR Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor’s principal residence.

1. Transferor Information
   Name of Transferor  Christopher Pointe, LLC

2. Reasons for Exemption
   - Resident Status
     - [x] Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign the document on the Transferor’s behalf.
   - Principal Residence
     - [x] Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

<table>
<thead>
<tr>
<th>Witness</th>
<th>Name</th>
<th>**Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
</table>

3b. Entity Transferors

Witness/Attest

<table>
<thead>
<tr>
<th>Christopher Pointe, LLC</th>
<th>Name of Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Larry Allen Wilkerson</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>**Date</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager</th>
<th>Title</th>
</tr>
</thead>
</table>

** Form must be dated to be valid.
Note: Form is only valid if recordation occurs within 60 days of execution of this form.
### State of Maryland Land Instrument Intake Sheet

**Type(s) of Instruments**
- [ ] Check Box if addendum Intake Form is Attached
- [ ] Deed
- [ ] Mortgage
- [ ] Deed of Trust
- [ ] Lease
- [ ] Other
- [ ] Other

**Conveyance Type**
- [ ] Improved Sale
- [ ] Unimproved Sale
- [ ] Multiple Accounts
- [ ] Not an Arms-Length Sale
- [ ] Other

**Tax Exemptions**
- [ ] If applicable
- [ ] Cite or Explain Authority

**Consideration Amount**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price/Consideration:</td>
<td>$1,990,476.48</td>
<td>$</td>
</tr>
<tr>
<td>Any New Mortgage:</td>
<td>$3,900,000.00</td>
<td>Transfer Tax Consideration:</td>
</tr>
<tr>
<td>Balance of Existing Mortgage:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>Total Transfer Tax:</td>
</tr>
<tr>
<td>Other:</td>
<td>$ (1/2) per $500</td>
<td>$</td>
</tr>
<tr>
<td>Full Cash Value:</td>
<td>$</td>
<td>TOTAL DUE:</td>
</tr>
</tbody>
</table>

**Consideration and Tax Calculations**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Charge:</td>
<td>$20.00</td>
<td>$</td>
</tr>
<tr>
<td>Surcharge:</td>
<td>$40.00</td>
<td>$</td>
</tr>
<tr>
<td>State Transfer Tax:</td>
<td>$9,955.00</td>
<td>$</td>
</tr>
<tr>
<td>County Transfer Tax:</td>
<td>$9,955.00</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>Tax Bill:</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>C. B. Credit</td>
</tr>
</tbody>
</table>

**Fees**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Charge:</td>
<td>$20.00</td>
<td>$</td>
</tr>
<tr>
<td>Surcharge:</td>
<td>$40.00</td>
<td>$</td>
</tr>
<tr>
<td>State Transfer Tax:</td>
<td>$9,955.00</td>
<td>$</td>
</tr>
<tr>
<td>County Transfer Tax:</td>
<td>$9,955.00</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>Tax Bill:</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>C. B. Credit</td>
</tr>
</tbody>
</table>

**District**

<table>
<thead>
<tr>
<th>Property Tax Id No. (1)</th>
<th>Grantor Librr/Folio</th>
<th>Map</th>
<th>Parcel No.</th>
<th>Var. LOG</th>
</tr>
</thead>
<tbody>
<tr>
<td>06354442</td>
<td>06000641</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subdivision Name**

<table>
<thead>
<tr>
<th>Location/Address of Property Being Conveyed</th>
</tr>
</thead>
<tbody>
<tr>
<td>412751 A, Waldorf, MD 20601</td>
</tr>
</tbody>
</table>

**Other Property Identifiers**

<table>
<thead>
<tr>
<th>Residential</th>
<th>Non-Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Description of Property**

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

**Transferred From**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document 1 - Grantor(s) Name(s):</td>
<td>Joseph B. Wanielft and Christopher Points, LLC</td>
<td></td>
</tr>
<tr>
<td>Christopher Points, Venture, LLC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Transferred To**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document 1 - Grantee(s) Name(s):</td>
<td>Christopher Points, Venture, LLC</td>
<td></td>
</tr>
<tr>
<td>Old Line Bank</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**New Owner's (Grantee) Mailing Address**

| 204 Washington Avenue Suite 201, La Plata MD 20646 |

**Other Names to be Indexed**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document 1 - Additional Names to be Indexed (Optional):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document 2 - Additional Names to be Indexed (Optional):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact/Mail Information**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Instrument Submitted By or Contact Person</td>
<td></td>
</tr>
<tr>
<td>Firm:</td>
<td>Scott Law Group, LLC</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>204 Washington Avenue, Suite 200, La Plata MD 20646</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(301) 870-5355</td>
<td></td>
</tr>
</tbody>
</table>

**Assessment Information**

**Assessment Use Only - Do Not Write Below This Line**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Verification:</td>
<td>Agricultural Verification:</td>
<td>Whole:</td>
</tr>
<tr>
<td>Part:</td>
<td>Tran. Process Verification:</td>
<td></td>
</tr>
</tbody>
</table>

**REMARKS**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Amount</th>
<th>Tax Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACH EXHIBIT 0/27/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FINANCE OFFICE USE ONLY**

**Submit 4 copies**
THE PURPOSE OF THIS PLAT IS TO PLACE THE ENTIRE PROPERTY SHOWN HEREIN IN RESERVATION SUBJECT TO THE TERMS AND CONDITIONS OF THE PLANNING COMMISSION RESOLUTION LISTED BELOW.

OWNERS DEDICATION

WE, JOSEPH B. WARFIELD AND LEMOINE A. WILKERSON, OWNERS OF THE PROPERTY SHOWN HEREIN AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HEREBY ADOPT THIS PLAN OF RESERVATION FOR THE PURPOSES SHOWN HEREIN. THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN AND ALL PARTIES IN INTEREST THERETO HAVE HEREBY AFFIXED THEIR SIGNATURES INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge, information, and belief this plat is correct: that it is as part of the land conveyed to Joseph B. Warfield and Lemoine A. Wilkerson from Joseph B. Warfield and Lemoine A. Wilkerson, co-personal representatives of the Estate of Larry B. Wilkerson by deeds dated September 7, 2001 and recorded among the Land Records of Charles County, Maryland in Liber 3387, Folios 374 and 379. That the requirements of 83-108 (Real Property) of the Annotated Code of Maryland, as to the making of this plat, have been complied with.

Kevin S. Norris
Professional Land Surveyor
Maryland Registration #21115

APPROVED:

Charles County Planning Commission Date
APPROVED: THIS PLAT HAS BEEN REVIEWED AND FOUND TO BE IN CONFORMITY WITH ALL APPLICABLE COUNTY ORDINANCES, PLANS AND POLICIES

DIRECTOR, PLANNING & GROWTH MANAGEMENT DATE

PLANNING COMMISSION RESOLUTION 07-01

1) That the entire parcel of Property at "Christopher Point Right of Way Reservation Plat" containing 41,275 acres, more or less, as shown on Attachment A and further identified as Tax Map 7, Grid 18, Parcel 79 and Tax Map 8, Grid 18, Parcel 356 in the 6th Election District of Charles County, Maryland be placed into reservation for a period of up to three (3) years from the date said Plat is recorded among the land records of Charles County, Maryland. To the extent that any of the evidence, notes or wording on said plat conflicts with the terms and wording of the Planning Commission's Resolution, the terms and wording of the Planning Commission's Resolution shall be controlling.

2) That the Director of Planning and Growth Management or his designee shall promptly cause this Resolution along with a copy of the Christopher Point Right of Way Reservation Plat (Attachment A) to be duly recorded among the Land Records of Charles County, Maryland.

3) That the Director of Planning and Growth Management or his designee shall notify both the owner of the land so reserved, and the State Highway Administration, of the Planning Commission's decision to place the Property into reservation.

4) That the Director of Planning and Growth Management or his designee, shall notify the appropriate taxing authority, identified as the Maryland State Department of Assessments and Taxation and the Treasurer for Charles County, Maryland, of the Planning Commission's decision to place the Property into reservation.

5) That during the period of reservation, no building or structure shall be erected on the land so reserved, no trees, no topsoil, or cover shall be removed or destroyed, no grading shall be done, no shall any drainage structures be built as to discharge water on the reserved land, except in accordance with agricultural uses and other uses that are in accordance with the Zoning Ordinance, and the approval in writing by the Planning Commission.

6) That during the period of reservation the owner of the Property and Right-of-Way, its heirs, successors, and/or assigns shall maintain the Property in accordance with Federal, State, and local law.

7) That the owner of the Property, its heirs successors, and/or assigns shall immediately notify the Planning Commission of any sale of any of the land so reserved and shall provide the Planning Commission with proof thereof.

OWNER: JOSEPH B. WARFIELD & LEMOINE A. WILKERSON
10845 BERRY ROAD
WALDORF, MD 20603

RIGHT-OF-WAY RESERVATION PLAT
PARCEL E
PART OF THE LAND OF
JOSEPH WARFIELD & LEMOINE WILKERSON
6TH ELECTION DISTRICT
CHARLES COUNTY, MARYLAND
SCALE:1=2000
OCTOBER, 2007
PREPARED BY:
LORENZI, DODDS AND GUNNILL, INC.
ENGINEERS-ARCHITECTS-SURVEYORS-PLANNERS
3475 LEONARD TOWN ROAD, SUITE 100
WALDORF, MARYLAND 20602

TAX MAP 7, GRID 18, PARCEL 79
TAX MAP 8, GRID 18, PARCEL 356

XRS #05-0112
MSA SSU 1424 5540

PA9357
Sheet 1 of 1
DEED OF TRUST

THIS DEED OF TRUST is made this 26th day of June, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company (the "Grantor"), and Jack G. Welborn and M. John Miller, as Trustees (the "Trustees").

WHEREAS, Grantor is justly indebted unto Old Line Bank, a state chartered bank (the "Lender"), in the total principal amount of Three Million Nine Hundred Thousand and 00/100 ($3,900,000.00) Dollars, or so much thereof as may be advanced and outstanding from time to time pursuant to the terms of this Deed of Trust and the other loan documents made in connection therewith, which principal amount, with interest thereon, is evidenced by a Note, of even date herewith, made by the Grantor payable to the order of the Lender (referred to herein as the "Note"), said Note being due and payable on or before June 26, 2021.

WHEREAS, Grantor desires to secure the due and punctual payment of all sums due or to become due under the aforesaid loan from the Lender to Grantor, as evidenced by the Note, and all other moneys now or hereafter advanced or expended by the Trustees or the Lender as provided for herein or by applicable law, and all costs, expenses, charges, liabilities, commissions, half-commissions and attorney's fees now or hereafter chargeable to, incurred by or disbursed by the Trustees or the Lender (collectively, the "Obligations"), and the performance of the terms, conditions and provisions of the Note, this Deed of Trust ("Deed of Trust") and of any other instruments, agreements and documents, previously, simultaneously or hereafter executed and delivered by the Grantor or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with the Obligations. The Note, this Deed of Trust and all such other instruments, agreements and documents are hereinafter sometimes referred to collectively as the "Loan Documents".

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, convey and assign to the Trustees, their successors and assigns and does hereby grant a lien and security interest to the Lender and the Trustees and its, their or his successors or successor, in and on the following (collectively, the "Property"):

1. The parcel or parcels of land situate in Charles County, State of Maryland, First Election District, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. All of the Grantor's interest in any and all building materials, machinery, equipment, fixtures, furniture and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the Land or improvements thereon), now owned and hereafter acquired and now and hereafter located on, contained in or upon or attached to, or used or usable in connection with, the Land and or on or in any and all buildings, structures and improvements now or hereafter on the Land, together with all replacements and substitutions therefor and all proceeds thereof.

3. All right, title and interest of the Grantor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land and the rights, alleys, ways, easements, waters, water rights, fixtures and appurtenances thereto.

4. Any and all judgments, awards of damages, payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Land or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the Land or any part thereof (the "Condemnation Awards"), to the extent of the Obligations.

5. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land, or arising from the use or enjoyment of all or any portion thereof, or from any lease or...
agreement pertaining thereto, and all right, title and interest of the Grantor in and to, any remedies under, all leases of the Land, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

TO HAVE AND TO HOLD the Property unto the Trustees, the survivors or survivor of them, and their or his successors or successor in the trust, in fee simple forever; provided, however, (a) until the occurrence of a default hereunder, the Grantor may retain possession of the Property and collect, receive and retain the rents, revenues, proceeds and income therefrom, and (b) if the Grantor shall pay the Obligations in accordance with the terms of the Loan Documents and shall perform all of the terms, conditions and provisions of the Loan Documents, then this Deed of Trust shall be void, and upon proof given to the satisfaction of the Trustees that the Obligations have been satisfied in full, the Trustees shall (at the expense of the Grantor) release and discharge the lien and terminate the security interest of this Deed of Trust of record.

FURTHERMORE, the Grantor (jointly and severally if more than one) hereby represents, warrants, covenants and agrees for the benefit of the Lender and the Trustees that:

(a) The Guaranty constitutes the valid and legally binding obligation of the Grantor and is fully enforceable against the Grantor in accordance with its terms.

(b) The Grantor has the right and authority to convey the Property and does hereby warrant specially, and agrees to defend, the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands or the Grantor and every person claiming or to claim by, through or under the Grantor.

(c) The loan evidenced and secured by the Loan Documents is a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Maryland.

The Grantor (jointly and severally if more than one) hereby covenants for the benefit of the Lender and the Trustees as follows:

(a) To pay the obligations when and as due and payable according to the terms, conditions and provisions of the Note and to pay all other sums according to the terms, conditions and provisions of the Note and the other Loan Documents.

(b) To punctually keep, perform, observe and comply with the terms, conditions and provisions of any or all of the Loan Documents to be kept, performed, observed and complied with by the Grantor.

(c) To keep the Property in good condition and repair and not to sell, remove, demolish or materially alter all or any part of the Property without the prior written consent of the Lender.

(d) To permit representatives of the Lender to inspect the Property from time to time at any reasonable time.

(e) To keep the Property free from all liens, security interests and other encumbrances of every kind and nature other than those permitted in writing by the Lender.

(f) To comply with and not violate any laws, regulations or ordinances applicable to the Property or to any use thereof.

(g) To collect and apply to the unpaid Obligations as the Lender may direct any Condemnation Awards pertaining to all or any part of the Property.
(h) To keep the Property fully insured with a responsible insurance company for the benefit of the Lender against loss by fire, smoke, flood, explosion or other hazards and casualties insured against by persons operating like properties in the general locality of the Property and in such amounts as from time to time may be required by the Lender (but in any event sufficient to avoid any co-insurance obligations) and/or by applicable law or regulation, and, if requested by the Lender, deliver to the Lender the insurance policy or a certificate thereof. The policies of such insurance and all renewals thereof are hereby assigned to, and shall be deposited with and held by, the Lender, and as thereto standard mortgage clause in favor of and entitling the Lender, without contribution, to collect any and all proceeds payable under such insurance as its interest may appear, all to be in form acceptable to the Lender. The Grantor hereby authorizes the Lender, at its option, to collect, adjust and compromise any losses or claims under any of such insurance, and after deducting costs and expenses of collection (including, without limitation, reasonable attorney's fees and expenses) to apply all or part of the proceeds collected (if any) at the discretion of the Lender as follows: (a) as a credit upon any portion, as selected by the Lender, of the Obligations, or (b) to repairing, replacing or restoring the Property, in which event the Lender shall not be obligated to see to the proper application thereof, nor shall the amount so released or used be deemed a payment on any of the Obligations. The Grantor will immediately notify the Lender of any cancellation of or change in any insurance policy, and each such policy shall contain the agreement of the insurer that such policy will not be modified or canceled without 30 days prior written notice to the Lender. In addition to any monthly payments under the terms of the Note, the Grantor shall pay, at the option of the Lender, to the Lender an amount which shall be estimated by the Lender in its sole discretion from time to time to be sufficient to enable the Lender to pay (out of the moneys so paid to the Lender) all premiums for such insurance.

(i) To take such further action as the Trustees or the Lender may at any time request for better assuring and confirming to the Trustees or to the Lender the Property, this Deed of Trust and/or the conveyance, security interest and lien created hereby.

(j) To pay as and when due and payable all costs, expenses, recordation taxes and other taxes for which the Property, the Trustees, the Lender or the Grantor may at any time be liable in connection with or as a result of the maturity, collection, enforcement, recording or foreclosure of any or all of the Obligations, or any of the Loan Documents.

(k) To promptly pay in full and discharge before delinquency and before any penalty for non-payment attaches thereto, all taxes, water rents, sewer rents, ground rents, assessments, quit-rent, abatements, bond, and other governmental or municipal or public or private dues, charges and levies (all of which are hereinafter collectively referred to as the "Taxes") and any prior liens (including federal tax liens) for such Taxes which are or may be levied, imposed or assessed upon the Property or any part thereof. In addition to and together with any monthly payments due under the terms of the Note, the Grantor shall, at the option of the Lender, pay to the Lender an amount which shall be estimated by the Lender in its sole discretion from time to time to be sufficient to enable the Lender to pay (out of the moneys so paid to the Lender) at least 30 days before due, all Taxes, which sums shall be held by the Lender in a non-interest bearing account to pay the Taxes. If the Lender has not accumulated sufficient funds under the terms hereof with which to pay the Taxes when and as the same are due and payable, the Grantor shall pay on demand the amount of any such deficiency.

(m) To furnish to the Lender, within 90 days after the end of each tax year, a copy of the tax return of the Grantor prepared in accordance with generally accepted accounting principles, consistently applied and certified by the Grantor. The Grantor shall provide, upon the Lender's request, convenient facilities for the audit and verification of any such statements.

(n) To perform, comply with and carry out all of the Grantor's covenants and agreements as lessor or landlord contained in any existing or future lease or leases of the Property or any part thereof, the rentals from any and all of which are hereby assigned by the Grantor to the Trustees and to the Lender as security for the payment of the Obligations and the performance of the Loan Documents.
(o) To promptly provide to the Lender a copy of any lease of the Property or a part thereof.

(p) The Grantor represents and warrants that (a) no "Hazardous Materials" (as hereinafter defined) are located on the Premises, and (b) the Premises have never been used as a manufacturing, storage, or dump site for Hazardous Materials. The Grantor agrees to (a) immediately notify the Lender of any Hazardous Materials contamination on the Premises, (b) promptly comply with any federal, state and/or local laws requiring the removal treatment or disposal of such Hazardous Materials, and (c) defend indemnify and hold harmless the Lender, its agents, successors and assigns, from any and all claims which now or in the future be asserted as a result of the presence of any Hazardous Materials on the Premises, or any part thereof. "Hazardous Materials" means any substance prohibited or requiring special handling in its collection, storage, treatment or disposal under any federal, state and/or local law.

If the Grantor fails to perform, comply with or observe any of the foregoing covenants, the Lender or the Trustees may, but are not obligated to, perform, comply with or observe the same on behalf of the Grantor. All moneys advanced and costs and expenses incurred by the Lender or the Trustees (as the case may be) in so doing (collectively, the "Expense Payments"), together with interest thereon at a per annum rate of interest which is equal to the rate of interest charged on the principal of the Note plus 1% per annum from the date of payment until repaid in full, shall be paid to the Lender or to the Trustees (as the case may be) by the Grantor on demand and shall be secured by this Deed of Trust.

This Deed of Trust creates a security interest in the Property, and, to the extent any portion of the Property is not real property, this Deed of Trust constitutes a security agreement from the Grantor to the Lender under the Maryland Uniform Commercial Code in such portion of the Property and the proceeds (cash and non-cash) thereof. With respect to such portion of the Property, the Lender shall have all the rights and remedies of a secured party under the Maryland Uniform Commercial Code.

The occurrence of any one or more of the following events shall constitute a default under this Deed of Trust:

(i) The failure of the Grantor to pay any or all of the Obligations as and when due and payable.

(ii) The failure of the Grantor to perform, observe or comply with any of the terms, conditions and provisions of this Deed of Trust and/or of the Loan Documents.

(iii) The occurrence of a default (as described or defined therein) under any of the Loan Documents.

(iv) The transfer or conveyance to any person of all or any part of the Property (or the title thereto or the Grantor's interest therein) without the prior written consent of the Lender.

(v) The occurrence of a default (as described or defined therein) under any other indebtedness or liability for borrowed money of the Grantor (other than the Obligations) if the effect of such default is to accelerate the maturity of such evidence of indebtedness or liability or to permit the holder thereof to cause any indebtedness to become due prior to its stated maturity.

(vi) Any execution or attachment shall be levied against the Property, or any part thereof, and such execution or attachment shall not be set aside, discharged or stayed within 30 days after the same shall have been levied.

(vii) The entry of a final judgment for the payment of money involving more than $10,000 against the Grantor and the failure by the Grantor to discharge the same, or cause it to be discharged, within 60 days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment.
(viii) An event of default (as defined therein) should exist or occur under any other mortgage, deed of trust or other instrument encumbering all or any portion of the Property regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by the Lender.

(ix) If any information contained in any financial statement, application, schedule, report or any other document given by the Grantor or by any other person in connection with the Obligations or which any of the Loan Documents is not in all respects true and accurate, or if the Grantor or such other person omitted to state any material fact or any fact necessary to make such information not misleading.

(x) The filing of any petition for relief under the Bankruptcy Code or any similar Federal or State statute by or against the Grantor and, in the event or such a filing against the Grantor by a third party, the failure of the Grantor to have such petition dismissed within 60 days from the date of filing.

(xi) An application for the appointment of a receiver for the Grantor filed by or against the Grantor and, in the event of such an application against the Grantor by a third party, the failure of the Grantor to have such application dismissed within 60 days from the date of filing.

(xii) The making of a general assignment for the benefit of creditors by the Grantor or the insolvency of the Grantor.

Upon the occurrence of a default under this Deed of Trust, the entire unpaid balance of the Obligations shall become immediately due and payable at the option of the Lender without notice to the Grantor or any other party, and in such event the Grantor does hereby (a) authorize the Trustees to sell the Property or any part thereof and (b) declare its assent to the passage of a decree by a court of proper jurisdiction for the sale of the Property, subject to any lease of all or any part of the Property which the Trustees or Lender elect and so advertise in accordance with the Real Property Article of the Annotated Code of Maryland or any substitutions or replacements thereto. Any such sale pursuant to (a) or (b) above is to be made in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland and the Maryland Rules of Procedure, and any amendments or supplements thereto. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property or any part thereof may be sold upon such terms and conditions, in such parcels and at such time and place and after such previous public advertisement as the Trustees shall deem advantageous and proper and as required by applicable laws and rules, without regard to any right of the Grantor or any other person to the marshaling of assets. In connection with any foreclosure, the Trustees may procure such title reports, surveys, tax histories and appraisals as they deem necessary, and all costs and expenses incurred in connection therewith shall be paid on demand to the Trustees by the Grantor or from the proceeds of sale. Upon the terms of such sale being complied with, the Trustees shall convey the Property so sold to and at the cost of the purchaser or purchasers thereof. The proceeds of such sale or sales shall be held by the Trustees and applied as follows: First, to pay all Expense Payments (and accrued interest thereon) and all costs, charges, expenses and taxes attending the execution of this trust or any sale made as aforesaid (collectively, the "Liquidation Costs"), including a $2,500 counsel fee to the attorneys representing the Lender and the Trustees for conducting the proceedings if uncontested, but if legal services be rendered to the Trustees and the Lender in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and for a trustees' commission equal to the commission allowed trustees for making sales of property under decree of the equity court having jurisdiction; Second, to pay the unpaid balance of the Obligations and all other indebtedness secured hereby and all interest then due and accrued thereon, which, unless not allowed by applicable law, shall include interest through the date of ratification of the auditor's account, in such order and manner as the Lender in its sole discretion may determine; and Lastly, to pay the surplus, if any, to the person entitled thereto, including, if such person is the Grantor, the Grantor, upon surrender and delivery of the Property, and less the costs, if any, of obtaining possession.
Immediately upon the filing of any foreclosure proceeding under this Deed of Trust, there shall be and become due and owing by the Grantor all expenses incident to any such foreclosure proceedings. Immediately upon the first insertion of any advertisement or notice of sale, there shall also be and become due and owing by the Grantor a commission on the total amount of the Obligations then due equal to one-half of the percentage allowed as commission to trustees making sales under orders or decrees of the equity court having jurisdiction. Neither the Trustees, the Lender nor any other person shall be required to accept a tender of the unpaid balance of the Obligations and any other indebtedness then secured hereby with interest thereon to the date of payment unless the same is accompanied by a tender of all Expense Payments, Liquidation Costs and any other costs, expenses and commissions then due, paid or incurred together with interest thereon at a per annum rate of interest equal to the rate of interest charged on the principal of the Note, plus 1% per annum from the date due, paid or incurred to the date of payment.

As a matter of right and to the extent permitted by law, without notice to the Grantor, and without regard to the adequacy of the security, upon application to a court of competent jurisdiction the Lender shall be entitled to the immediate appointment of a receiver for all or any part of the Property, and of the rents, income, profits, issues and proceeds thereof and therefrom, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Grantor hereby consents to the appointment of such a receiver. The Grantor will pay to the Lender, upon demand, all expenses, including receiver's fees, attorney's fees and costs, advanced by the Lender and incurred pursuant to the provisions of this Deed of Trust, and all such expenses shall be (a) a lien against the Property, (b) added to the indebtedness secured by this Deed of Trust, and (c) payable on demand with interest at a rate of 1% per annum in excess of the interest rate provided in the Note from and including the date each such advance is made.

Each right, power and remedy of the Lender or the Trustees provided for in this Deed of Trust or in any of the other Loan Documents, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed or Trust, any of the other Loan Documents or at law or in equity. The exercise or beginning of the exercise by the Lender or the Trustees of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Lender or the Trustees of any or all such other rights, powers or remedies.

No failure or delay by the Lender or the Trustees to insist upon the strict performance of any term, condition, covenant or agreement of this Deed of Trust or of any of the other Loan Documents, or to exercise any right, power or remedy permitted hereunder or thereunder, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Lender or the Trustees from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Deed of Trust or under any of the other Loan Documents, the Lender or the Trustees shall not be deemed to waive any right either to require prompt payment when due of all other amounts payable under this Deed of Trust or under any of the other Loan Documents, or to declare a default for failure to effect such prompt payment of any such other amount.

The Lender shall have the irrevocable power to remove or substitute trustees at any time and from time to time and the powers and duties of the Trustees may be executed by either of them with the same legal force and effect as though executed by both of them, including, without limitation, the right and power on the part of either Trustee to execute and deliver a full or partial release of this Deed of Trust or all or any part of the Property covered hereby.

The Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything with the Trustees may do or refrain from doing in good faith, nor generally shall the Trustees have any accountability hereunder except for willful misconduct or gross negligence.

The Lender acknowledges that the Grantor is acquiring the Property for subdivision and development thereon of a residential housing project, to contain building lots for detached single
family homes, streets, open space, common areas, public and private dedication areas, and the like. The Lender consents to the activities on the Property as may be reasonably necessary and/or appropriate to undertake the said development project. In addition, from time to time during the term of this Deed of Trust, the Lender and the Trustee will, upon request of the Grantor, join in to such instruments and documents as may be necessary and/or appropriate to undertake the subdivision and development activities on the Property, including, but not limited to, subdivision plats, public and private utility easements, public and private drainage and stormwater management easements, roadway dedications and similar instruments as may be reasonably requested by the Grantor. Further, during the term of this Deed of Trust, provided the Grantor is not in default hereunder, the Trustees and the Lender will release from the lien, operation and effect of this Deed of Trust, for no consideration payable by the Grantor, streets and roadways to be conveyed to a public authority or to a duly constituted homeowners association for the Property, and open space and common area to be conveyed to a public authority or a duly constituted homeowners association for the Property and project. Further, it is anticipated that during this Deed of Trust, the Grantor will sell and grant individual residential lots subdivided on the Property to one or more home builders or home buyers in the ordinary course of the Grantor’s business. On each such sale/transfer of an individual residential lot subdivided on the Property, the Trustees and the Lender will grant a release of the individual lot from the lien, operation and effect of this Deed of Trust in exchange for a partial release payment to be applied to the outstanding principal balance of the Note (so long as interest payments are current) equal to $120,000.00 per lot. Each of the foregoing which requires the participation of the Trustees shall entitle the Trustees to a reasonable Trustees’ fee upon execution of any partial release instrument or other instrument called for in this paragraph.

All notices, demands, requests, consents or approvals required under this Deed of Trust to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, if to the Lender at 1525 Pointer Ridge Place, Bowie, Maryland 20716, and if to the Grantor at 204 Washington Avenue, Suite 201, La Plata, Maryland 20646, or at such other address as the Grantor or the Lender shall have furnished to the other in writing, mailed as aforesaid.

This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

If fulfillment of any provision hereof or any transaction related hereto or to the Note or the other Loan Documents, at the time performance of such provision shall be due, shall be illegal then ipso facto, the obligation to be fulfilled shall be reduced to the legal limit; and if any clause or provision herein contained, other than the provisions requiring the Grantor to pay the Obligations, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Grantor to pay the Obligations or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid amount of the Obligations, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

This Deed of Trust shall be binding upon the Grantor and the Grantor’s successors and assigns and shall inure to the benefit of the Lender, the Trustees and their respective successors and assigns. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust and an organization.

This Deed of Trust is being executed and delivered in the State of Maryland and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Maryland.

[Signature page follows]
IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed under seal as of the date and year first written above.

WITNESS/ATTEST: Christopher Pointe Venture, LLC, a Maryland limited liability company

By: W. Kent Chadwick, Manager

STATE OF MARYLAND,
COUNTY OF CHARLES, TO WIT:

On this 21st day of June, 2018, before me, a Notary Public of said State, personally appeared Steven R. Mote as the duly authorized Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Deed of Trust, and who in my presence, signed and sealed the foregoing Deed of Trust and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of said company.

WITNESS my hand and Notarial Seal.

Notary Public

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him.

Stephen H. Scott

After recording, return to:

Stephen H. Scott, Esq.
Scott Law Group, LLC
204 Washington Avenue, Suite 200
La Plata, MD 20646

OLB/Christopher Pointe Venture (Deed of Trust)
EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2016-116

All that piece, parcel or tract of land known and designated as "Parcel 'E', containing 41.2751 acres, more or less, and shown on the Plat entitled "Right-of-Way Reservation Plat, Parcel 'E'. Part of the Land of Joseph Warfield & Lemoine Wilkerson," recorded among the Land Records of Charles County, Maryland, in Plat Book 57, Folio 404; lying and being in the 6th Election District of Charles County, Maryland.

Tax ID: 06354442;06060641
PURCHASE MONEY SECOND DEED OF TRUST

THIS PURCHASE MONEY SECOND DEED OF TRUST is made this 26th day of June, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company (the “Grantor”), and Louis P. Jenkins, Jr., as Trustee (the “Trustee”).

WHEREAS, the Grantor is justly indebted unto Joseph B. Warfield and Christopher Pointe, LLC, a Maryland limited liability company (collectively, the “Lender”) in the principal amount of Six Hundred Ninety-Six Thousand Six Hundred Sixty-Six and 77/100 Dollars ($696,666.77), which principal amount, together with interest thereon, is evidenced by the Grantor’s Deed of Trust Note, of even date herewith (the “Note”), payable to the Lender, the terms of which are incorporated herein by reference, said Note being due and payable, if not sooner paid, on July 28, 2024; and

WHEREAS, the Grantor desires to secure the payment of all sums evidenced by the Note, all other moneys now or hereafter advanced or expended by the Trustee or the Lender as provided for herein or by applicable law and all costs, expenses, charges, liabilities, commissions, half-commissions and attorney’s fees now or hereafter chargeable to, incurred by or disbursed by the Trustee, the Lender or the Grantor as provided herein (collectively, the “Obligations”) and the performance of the terms, conditions and provisions of the Note, and of any other instruments, agreements and documents, previously, simultaneously or hereafter executed and delivered by the Grantor or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with the Obligations. The Note, this Deed of Trust and all such other instruments, agreements and documents are hereinafter sometimes referred to collectively as the “Loan Documents”.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does grant, convey and assign to the Trustee, the survivors and assigns and does hereby grant a lien and security interest to the Lender and the Trustee and its, their or his successors or successor, in and on the following (collectively, the “Property”):

1. The parcel or parcels of land situate in Charles County, State of Maryland, and more particularly described in Exhibit “A” attached hereto and made a part hereof, together with all buildings, structures and improvements both now and hereafter located thereon (the “Land”).

2. All of the Grantor’s interest in all building materials, machinery, equipment, fixtures, furniture and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the Land or improvements thereon), now owned and hereafter acquired and now and hereafter located on, contained in or upon or attached to, or used or usable in connection with, the Land and or on or in any and all buildings, structures and improvements now or hereafter on the Land, together with all replacements and substitutions therefor and all proceeds thereof.

3. All right, title and interest of the Grantor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land and the roads, alleys, ways, easements, waters, water rights, fixtures and appurtenances thereto.

4. Any and all judgments, awards of damages, payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Land or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the Land or any part thereof (the “Condemnation Awards”), to the extent of the Obligations.

5. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Grantor in and to, any
remedies under, all leases of the Land, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

**TO HAVE AND TO HOLD** the Property unto the Trustee, the survivors or survivor of them, and their or his successors or successor in the trust, in fee simple: provided, however, (a) until the occurrence of a default hereunder, the Grantor may retain possession of the Property and collect, receive and retain the rents, revenues, proceeds and income therefrom, and (b) if the Grantor shall pay the Obligations in accordance with the terms of the Loan Documents and shall perform all of the terms, conditions and provisions of the Loan Documents, then this Deed of Trust shall be void, and upon proof given to the satisfaction of the Trustee that the Obligations have been satisfied in full, the Trustee shall (at the expense of the Grantor) release and discharge the lien and terminate the security interest of this Deed of Trust of record.

**SUBJECT AND SUBORDINATE TO,** however, the lien, operation and effect of a certain Deed of Trust dated of even date herewith granted by the Grantor to certain named trustees to secure and for the benefit of Old Line Bank in the original face principal amount of $3,900,000.00 (the "First Deed of Trust").

**FURTHERMORE,** the Grantor (jointly and severally if more than one) hereby represents, warrants, covenants and agrees for the benefit of the Lender and the Trustee that:

(a) The Loan Documents constitute the valid and legally binding obligations of the Grantor and are fully enforceable against the Grantor in accordance with their respective terms.

(b) The Grantor has the right and authority to convey the Property and does hereby warrant specially, and agrees to defend, the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands or the Grantor and every person claiming or to claim by, through or under the Grantor.

(c) The loan evidenced and secured by the Loan Documents is a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Maryland.

**AND FURTHERMORE,** the Grantor (jointly and severally if more than one) hereby covenants for the benefit of the Lender and the Trustee as follows:

(a) To pay the Obligations when and as due and payable according to the terms, conditions and provisions of the Note and to pay all other sums according to the terms, conditions and provisions of the Loan Documents.

(b) To punctually keep, perform, observe and comply with the terms, conditions and provisions of any or all of the Loan Documents to be kept, performed, observed and complied with by the Grantor.

(c) To keep the Property in good condition and repair and not to sell, remove, demolish or materially alter all or any part of the Property without the prior written consent of the Lender, except as contemplated for the development, subdivision and construction on the Property of a residential subdivision and pertinent improvements.

(d) To permit representatives of the Lender to inspect the Property from time to time at any reasonable time.

(e) To keep the Property free from all liens, security interests and other encumbrances of every kind and nature other than the First Deed of Trust and those permitted in writing by the Lender. In addition to the First Deed of Trust, the Lender has consented to a third priority Deed of Trust to be recorded on the Property to secure NVR, Inc., for its earnest money deposit in the face amount of $300,000.00 as advanced to the Borrower by NVR, Inc., in accordance with a
certain Lot Purchase Agreement executed by and between the Borrower, as Seller, and NVR, Inc., as Purchaser, with respect to the residential lots on the Property.

(f) To comply with and not violate any laws, regulations or ordinances applicable to the Property or to any use thereof.

(g) Subject to the terms of the First Deed of Trust, to collect and apply to the unpaid Obligations as the Lender may direct any Condemnation Awards pertaining to all or any part of the Property.

(h) Subject to the terms of the First Deed of Trust, to keep the Property fully insured with a responsible insurance company for the benefit of the Lender against loss by fire, smoke, flood, explosion or other hazards and casualties insured against by persons operating like properties in the general locality of the Property and in such amounts as from time to time may be reasonably required by the Lender (but in any event sufficient to avoid any co-insurance obligations) and/or by applicable law or regulation, and, if requested by the Lender, deliver to the Lender the insurance policy or a certificate thereof. The Grantor will immediately notify the Lender of any cancellation of or change in any insurance policy, and each such policy shall contain the agreement of the insurer that such policy will not be modified or canceled without thirty (30) days prior written notice to the Lender.

(i) To pay as and when due and payable all costs, expenses, recordation taxes and other taxes for which the Property, the Trustee, the Lender or the Grantor may at any time be liable in connection with or as a result of the maturity, collection, enforcement, recording or foreclosure of any or all of the Obligations, or any of the Loan Documents.

(j) To promptly pay in full and discharge before delinquency and before any penalty for non-payment attaches thereto, all taxes, water rents, sewer rents, ground rents, assessments, utility charges (whether public or private), and other governmental or municipal or public or private dues, charges and levies (all of which are hereinafter collectively referred to as the "Taxes") and any prior liens (including federal tax liens) for such Taxes which are or may be levied, imposed or assessed upon the Property or any part thereof.

(k) To perform, comply with and carry out all of the Grantor's covenants and agreements as lessor or landlord contained in any existing or future lease or leases of the Property or any part thereof.

If the Grantor fails to perform, comply with or observe any of the foregoing covenants, the Lender or the Trustee may, but are not obligated to, perform, comply with or observe the same on behalf of the Grantor. All moneys advanced and costs and expenses incurred by the Lender or the Trustee (as the case may be) in so doing (collectively, the "Expense Payments"), together with interest thereon at a per annum rate of interest which is equal to the rate of interest charged on the principal of the Note from the date of payment until repaid in full, shall be paid to the Lender or to the Trustee (as the case may be) by the Grantor on demand and shall be secured by this Deed of Trust.

The occurrence of any one or more of the following events shall constitute a default under this Deed of Trust:

(i) The failure of the Grantor to pay any or all of the Obligations within ten (10) days following the date as and when due and payable.

(ii) The failure of the Grantor to perform, observe or comply with any of the terms, conditions and provisions of this Deed of Trust and/or of the Loan Documents.

(iii) The occurrence of a default (as described or defined therein) under any of the Loan Documents.
(iv) The transfer or conveyance to any person of all or any part of the Property (or the title thereto or the Grantor’s interest therein) without the prior written consent of the Lender, except for the sale of residential lots to NVR, Inc., or to another builder in the ordinary course of the business of the Borrower.

(v) The occurrence of a default (as described or defined therein), or under any other indebtedness or liability for borrowed money of the Grantor (other than the Obligations) if the effect of such default is to accelerate the maturity of such evidence of indebtedness or liability or to permit the holder thereof to cause any indebtedness to become due prior to its stated maturity.

(vi) If any execution or attachment shall be levied against the Property, or any part thereof, and such execution or attachment shall not be set aside, discharged or stayed within 30 days after the same shall have been levied.

(vii) The entry of a final judgment for the payment of money involving more than $50,000.00 against the Grantor and the failure by the Grantor to discharge the same, or cause it to be discharged, within sixty (60) days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment.

(viii) If an event of default (as defined therein) should exist or occur, or under any other mortgage, deed of trust or other instrument encumbering all or any portion of the Property regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by the Lender.

(ix) The filing of any petition for relief under the Bankruptcy Code or any similar Federal or State statute by or against the Grantor and, in the event of such a filing against the Grantor by a third party, the failure of the Grantor to have such petition dismissed within sixty (60) days from the date of filing.

(x) An application for the appointment of a receiver for the Grantor filed by or against the Grantor and, in the event of such an application against the Grantor by a third party, the failure of the Grantor to have such application dismissed within sixty (60) days from the date of filing.

(xi) The making of a general assignment for the benefit of creditors by the Grantor or the insolvency of the Grantor.

Upon the occurrence of a default under this Deed of Trust, and the failure of the Grantor to correct the default within ten (10) days following the date of notice of default given by the Trustee and/or the Lender to the Borrower, the entire unpaid balance of the Obligations shall become immediately due and payable at the option of the Lender and in such event the Grantor does hereby (a) authorize the Trustee to sell the Property or any part thereof and (b) declare its assent to the passage of a decree by a court of proper jurisdiction for the sale of the Property, subject to any lease of all or any part of the Property which the Trustee or Lender elect and so advertise in accordance with the Real Property Article of the Annotated Code of Maryland or any substitutions or replacements thereto. Any such sale pursuant to (a) or (b) above is to be made in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland and with the Maryland Rules of Procedure, and any amendments or supplements thereto. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property or any part thereof may be sold upon such terms and conditions, in such parcels and at such time and place and after such previous public advertisement as the Trustee shall deem advantageous and proper and as required by applicable laws and rules, without regard to any right of the Grantor or any other person to the marshaling of assets. In connection with any foreclosure, the Trustee may procure such title reports, surveys, tax histories and appraisals as they deem necessary, and all costs and expenses incurred in connection therewith shall be paid on demand to the Trustee by the Grantor or from the proceeds of sale. Upon the terms of such sale being complied with, the Trustee shall convey the Property so sold to and at the cost of the purchaser or purchasers thereof. The proceeds of such sale or sales shall be held by the Trustee.
and applied as follows: First, to pay all Expense Payments (and accrued interest thereon) and all costs, charges, expenses and taxes attending the execution of this trust or any sale made as aforesaid (collectively, the "Liquidation Costs"), including a $2,500.00 counsel fee to the attorneys representing the Lender and the Trustee for conducting the proceedings if uncontested, but if legal services be rendered to the Trustee and the Lender in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper; Second, to pay the unpaid balance of the Obligations and all other indebtedness secured hereby and all interest then due and accrued thereon, which, unless not allowed by applicable law, shall include interest through the date of ratification of the auditor's account, in such order and manner as the Lender in its sole discretion may determine; and Lastly, to pay the surplus, if any, to the person entitled thereto, including, if such person is the Grantor, the Grantor, upon surrender and delivery of the Property, and less the costs, if any, of obtaining possession.

Immediately upon the filing of any foreclosure proceeding under this Deed of Trust, there shall be and become due and owing by the Grantor all actual expenses incident to any such foreclosure proceedings. Neither the Trustee, the Lender nor any other person shall be required to accept a tender of the unpaid balance of the Obligations and any other indebtedness then secured hereby with interest thereon to the date of payment unless the same is accompanied by a tender of all Expense Payments, Liquidation Costs and any other costs, expenses and commissions then due, paid or incurred together with interest thereon at a per annum rate of interest equal to the rate of interest charged on the principal of the Note from the date due, paid or incurred to the date of payment.

Each right, power and remedy of the Lender or the Trustee provided for in this Deed of Trust or in any of the other Loan Documents, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed or Trust, any of the other Loan Documents or at law or in equity. The exercise or beginning of the exercise by the Lender or the Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Lender or the Trustee of any or all such other rights, powers or remedies.

No failure or delay by the Lender or the Trustee to insist upon the strict performance of any term, condition, covenant or agreement of this Deed of Trust or of any of the other Loan Documents, or to exercise any right, power or remedy permitted hereunder or thereunder, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Lender or the Trustee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Deed of Trust or under any of the other Loan Documents, the Lender or the Trustee shall not be deemed to waive any right either to require prompt payment when due of all other amounts payable under this Deed of Trust or under any of the other Loan Documents, or to declare a default for failure to effect such prompt payment of any such other amount.

The Lender shall have the irrevocable power to remove or substitute Trustee at any time and from time to time and the powers and duties of the Trustee may be executed by either of them with the same legal force and effect as though executed by both of them, including, without limitation, the right and power on the part of either Trustee to execute and deliver a full or partial release of this Deed of Trust or all or any part of the Property covered hereby.

The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which the Trustee may do or refrain from doing in good faith, nor generally shall the Trustee have any accountability hereunder except for willful misconduct or gross negligence.

The Lender and the Trustee understand that the Borrower will undertake on the Property a residential housing project, for the subdivision and development of single family detached residential building lots. The Trustee and the Lender hereby consent to such activities on the Property as are necessary, appropriate and incidental to the subdivision and development activities thereby contemplated. Without limitation to the foregoing, upon request of the Grantor
from time to time, and at Grantor’s expense, the Trustee and the Lender shall cooperate with Grantor’s development and/or construction activity on the Property by signing consents, approvals, plats, dedication documents, easements, or the like, when such execution is requested by Borrower. In addition, so long as the Borrower is not in default under the Note or other Loan Documents, and is not in default under this Deed of Trust, the Trustee and the Lender will grant releases of portions of the Property from the lien, operation and effect of this Deed of Trust during the pendency of this Deed of Trust as follows: (i) subdivided streets, open space and common area, and any other public dedication areas, shall be released for no consideration payable by the Borrower to the Lender or Trustee; (ii) Upon the recording of plats of subdivision for the Property, 65% of the total number of residential lots, subdivided and/or to be subdivided on the Property, based upon lots designated by the Borrower, shall be released for no consideration payable by the Borrower to the Lender or to the Trustee; and (iii) thereafter, lots remaining encumbered by this Deed of Trust will be released upon the request of the Borrower from time to time in exchange for the payment by the Borrower of a partial release amount per lot equal to the original principal balance of the Note, divided by the total number of lots remaining encumbered by this Deed of Trust after the initial bulk release of lots set forth in item (ii) above.

All notices, demands, requests, consents or approvals required under this Deed of Trust to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, if to the Lender at 3025 Mill Hill Road, Waldorf, Maryland 20603, with a copy to Louis J. Jenkins, Jr., Esquire, 103 Centennial Street, Suite K, La Plata Maryland 20646, and if to the Grantor at 204 Washington Avenue, Suite 201, La Plata, Maryland 20646, with a copy to Stephen H. Scott, Esquire, 204 Washington Avenue, Suite 200, La Plata Maryland 20646, or at such other address as the Grantor or the Lender shall have furnished to the other in writing, mailed as aforesaid.

This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained, other than the provisions requiring the Grantor to pay the Obligations, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Grantor to pay the Obligations or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid amount of the Obligations, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

This Deed of Trust shall be binding upon the Grantor and the Grantor’s successors and assigns and shall inure to the benefit of the Lender, the Trustee and their respective successors and assigns. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term “person” shall include an individual, a corporation, an association, a partnership, a trust and an organization.

This Deed of Trust is being executed and delivered in the State of Maryland and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Maryland.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed under seal as of the date and year first written above.

WITNESS/ATTEST: GRANTOR:

Christopher Pointe Venture, LLC,
a Maryland limited liability company

By: W. Kent Chadwick (SEAL)
W. Kent Chadwick, Manager

STATE OF MARYLAND
COUNTY OF CHARLES, TO WIT:

On this 21st day of June, 2018, before me, a Notary Public of said State, personally appeared W. Kent Chadwick, as the duly authorized Manager of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Deed of Trust, and who in my presence, signed and sealed the foregoing Deed of Trust and acknowledged that he executed the same for the purposes therein contained in such capacity on behalf of said entity being first duly authorized.

WITNESS my hand and Notarial Seal.

MICHELLE L. SCOTT
Notary Public, State of Maryland
County of Charles
Notarization Expires July 24, 2019

ATTORNEY'S CERTIFICATION

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him.

Stephen H. Scott, Esq.

AFTER RECORDING, RETURN TO:
Scott Law Group, LLC
204 Washington Avenue, Suite 200
La Plata, Maryland 20646

MS / Loans / Purchase Money Deed of Trust (Christopher Pointe - Warfield).doc
EXHIBIT A

All that piece, parcel or tract of land known and designated as "Parcel E", containing 41.2751 acres, more or less, and shown on the Plat entitled "Right-of-Way Reservation Plat, Parcel E", Part of the Land of Joseph Warfield & Lemoine Wilkerson," recorded among the Land Records of Charles County, Maryland, in Plat Book 57, Folio 404; lying and being in the 6th Election District of Charles County, Maryland.
CORRECTIVE AND CONFIRMATORY DEED

This CORRECTIVE AND CONFIRMATORY DEED, made this 21ST day of August, 2018, by and between Larry Allen Wilkerson and Paul Wayne Wilkerson, Co-Personal Representatives of the Estate of Lemoine Alroy Wilkerson, Jr., hereinafter collectively referred to as the Grantors; and Christopher Pointe Venture, LLC, a Maryland limited liability company, hereinafter referred to as the Grantee.

WHEREAS, by Deed dated June 26, 2018, recorded among the Land Records of Charles County, Maryland, in Liber 10314, at Folio 307 (the “Original Deed”), the Grantee, Christopher Pointe Venture, LLC, is the fee simple owner and the purported fee simple owner of certain land and premises lying and being in the Sixth Election District of Charles County, Maryland, and more particularly described in the Original Deed (the “Property”); and

WHEREAS, the maker of the Original Deed acquired title to the Property originating with a Deed dated September 7, 2001, recorded among the aforesaid Land Records in Liber 3387, at Folio 374, that vested title to the subject Property in Joseph B. Warfield, as to a one-half undivided interest and in Lemoine A. Wilkerson, a/k/a Lemoine Alroy Wilkerson, Jr., as to a one-half undivided interest (the one-half undivided interest of Christopher Pointe, LLC, a Maryland limited liability company, being acquired through several intra-family transfer deeds, eventually vesting in Christopher Pointe, LLC, and originating as the interest of Lemoine A. Wilkerson in the deed referred to in this Recital), tenants in common as to the whole; and

WHEREAS, under the Original Deed, the entire land area and interest in the Property of Joseph B. Warfield was correctly conveyed to and vested in the Grantee; and

WHEREAS, as to the interest of Christopher Pointe, LLC, intended and purported to be conveyed to the Grantee in the Original Deed, it has been discovered that Christopher Pointe, LLC, may not have technically acquired the entire land area of the Property because the several intra-family transfers in the chain of title to the Property eventually vesting title in Christopher Pointe, LLC, inadvertently omitted a portion of the legal description for the Property; and

WHEREAS, this clerical error originated in the chain of title with an attempted conveyance of his one-half undivided interest in the subject property by Lemoine A. Wilkerson to Lemoine A. Wilkerson and Laura J. Wilkerson, his wife, by Deed dated July 23, 2010, recorded among the aforesaid Land Records in Liber 7270, at Folio 207, which Deed mistakenly omitted a portion of the legal description for the land area of the Property, potentially leaving that portion of the land area of the Property vested in Lemoine A. Wilkerson; and

WHEREAS, Lemoine A. Wilkerson, died on October 18, 2010, and his estate was duly admitted to probate before the Register of Wills of Charles County, Maryland, as Estate No. 17358, in which Larry Allen Wilkerson and Paul Wayne Wilkerson were duly appointed as the Co-Personal Representatives of the Estate of Lemoine Alroy Wilkerson, Jr., a/k/a Lemoine A. Wilkerson; and

WHEREAS, accordingly, any part of land area of the Property remaining in the name of Lemoine A. Wilkerson became vested in his Estate; and at the time of the conveyance of his purported interest in the Property from his Estate (Deed dated September 4, 2012, recorded among the aforesaid Land Records in Liber 7950, at Folio 061) this error was not recognized, and therefore a portion of the land area of the subject Property remains vested in the Estate of Lemoine Alroy Wilkerson, Jr., as of the date of this Deed; and

WHEREAS, this Corrective and Confirmatory Deed is intended to correct and confirm the conveyance of the Original Deed by conveying all right, title, interest, and estate of the Estate of Lemoine Alroy Wilkerson, Jr., in and to the subject Property to the Grantee, to complete and confirm the grant of the entire land area of the subject Property to be vested in the Grantee.
WHEREAS, by a "Letter of Administration" issued by the Register of Wills for Charles County, Maryland dated the 15th day of August, 2018 Larry Allen Wilkerson and Paul Wayne Wilkerson, the Co-Personal Representatives of the Estate of Lemoine Alroy Wilkerson, Jr., are duly authorized to act as Co-Personal Representatives for the purposes herein.

NOW THEREFORE, THIS CORRECTIVE DEED WITNESSETH: That in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantors, parties of the first part, do hereby grant, convey and assign unto Christopher Pointe Venture, LLC, a Maryland limited liability company, Grantee, party of the second part, in fee simple, its successors and assigns, all that piece or parcel of ground situate, lying and being in Charles County, Maryland, and described as follows, to wit:

See Exhibit A attached hereto and made a part hereof.

BEING all of the rest, residue, and remainder of the same land and premises acquired by Lemoine A. Wilkerson by the Deed dated September 7, 2001, and recorded among the Land Records of Charles County, Maryland, in Liber 3387, Folio 374, and being all of the land and premises conveyed in, and intended to be conveyed in the Original Deed.

TOGETHER WITH AND SUBJECT to covenants, easements and restrictions of record.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground, land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, Christopher Pointe Venture, LLC, a Maryland limited liability company, its successors and assigns, in fee simple forever.

Signatures on Following Pages
WITNESS the hand and seal of the said Grantor.

WITNESS:  

[Signature]

GRANTOR:  

Estate of Lemoine Alroy Wilkerson, Jr.

By: [Signature]
P. Wayne Wilkerson, Co-Personal Representative

By: [Signature]
Larry Allen Wilkerson, Co-Personal Representative

STATE OF MARYLAND  
COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY that on this 21st day of August, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for the State and County aforesaid, personally appeared P. Wayne Wilkerson, Co-Personal Representative of the Estate of Lemoine Alroy Wilkerson, Jr., and duly acknowledged the foregoing deed to be his act

AS WITNESS my hand and notary seal.

My commission expires: 12-2-19

Notary Public

STATE OF MARYLAND  
COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for the State and County aforesaid, personally appeared Larry Allen Wilkerson, Co-Personal Representative of the Estate of Lemoine Alroy Wilkerson, Jr., and duly acknowledged the foregoing deed to be his act

AS WITNESS my hand and notary seal.

My commission expires: 12-2-19

Notary Public
ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that this instrument was prepared by me or under my supervision.

Stephen H. Scott

AFTER RECORDING, RETURN TO:
Stephen H. Scott, Esq.
Scott Law Group, LLC
204 Washington Avenue, Suite 200
La Plata, Maryland 20646

KN/Agts / Corrective and Confirmatory Deed (Estate of Lemoine Wilkerson - Christopher Points Venture LLC) Blackline V2
EXHIBIT A

FIRST: Beginning for the same at a stake on the southwest side of the State Road leading from Waldorf to Berry - 20 feet from the center line thereof, said stake marking the most northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 - S 29 deg. 11 min. E - 170.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 13 min. W - 771.6 feet to a pipe; thence S 37 deg. 59 min. E - 310.08 feet to a point; thence S 18 deg. W - 1192.77 feet to a point in the outline of said entire tract; thence with said outline - N 76 deg. 14 min. W - 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 - S 18 deg. 30 min. W - 90.0 feet; thence N 71 deg. 30 min. W - 544.5 feet; thence S 18 deg. 30 min. W - 544.5 feet; thence S 71 deg. 30 min. E - 544.5 feet; thence S 18 deg. 30 min. W - 842.0 feet; thence N 42 deg. 30 min. W - 1080.0 feet; thence N 30 deg. 30 min. E - 1397.0 feet; thence N 42 deg. 20 min. E - 1181.5 feet; thence N 61 deg. 30 min. E - 835.0 feet to the point of beginning, containing forty-four and seven tenths (44.7) acres, more or less.

BEING all of the land and premises obtained by Larry B. Wilkerson from Lemoine A. Wilkerson, Sr. and Eva A. Wilkerson, his wife, by deed dated April 3, 1957 and recorded among the Land Records of Charles County, Maryland, in Liber 129, Folio 82.

SECOND: Beginning for the same at an iron pipe driven in the ground in the line of the land of Larry Wilkerson, said pipe being S 58 deg. 13 min. W - 300.00 feet measured along the Larry Wilkerson line from an iron pipe fixed in the southwest right of way line of Berry Road - 75 feet from the center line thereof, said pipe marking the northeast corner of the lot now described; running with the line of Larry Wilkerson land S 58 deg. 13 min. W - 452.9 feet to a pipe; thence S. 37 deg. 59 min. E - 150.88 feet to a pipe; thence leaving said Larry Wilkerson land and running N. 58 deg. 13 min. E - 436.61 feet to a pipe; thence N 31 deg. 47 min. W - 150.0 feet to the point of beginning, containing 1.53 acres, more or less.

BEING all of the land and premises obtained by Larry B. Wilkerson from Lemoine A. Wilkerson, Sr. and Eva A. Wilkerson, his wife, by deed dated January 21, 1963 and recorded among the Land Records of Charles County, Maryland, in Liber 161, Folio 520.

THIRD: Beginning for the same at an iron pipe driven in the ground on the west side of Route 228, leading from Waldorf to Berry - 75 feet from the center line thereof, said pipe marking the northeast corner of the land now owned by Larry B. Wilkerson and the southeast corner of the lot now described; running thence with said Larry B. Wilkerson land - S 61 deg. 57 min. W - 812.25 feet to a pipe and stake; thence running with the land of Mary Cross - N 39 deg. 39 min. E - 849.0 feet to a pipe also fixed on the west side of said Route 228; thence with Route 228 and binding thereon - S 34 deg. 14 min. E - 142.8 feet to a pipe; thence S 31 deg. 41 min. E - 180.4 feet to the point of beginning, containing (3.014) acres, more or less.

AN UNDIVided ONE-HALF interest in the above described land being obtained by Larry B. Wilkerson from George W. Bowling, Trustee, by deed dated August 27, 1968, and recorded among the Land Records of Charles County, Maryland, in Liber 201, Folio 305.

THE REMAINING UNDIVided ONE-HALF interest in the above-described land being obtained by Larry B. Wilkerson from Lemoine A. Wilkerson, Sr., and Eva A. Wilkerson, his wife, by deed dated October 2, 1968, and recorded among the Land Records of Charles County, Maryland, in Liber 201, Folio 307.

SAVING AND EXCEPTING THEREFROM NEVERTHELESS, 0.01 of an acre, more or less, and 20,472 square feet, more or less, as conveyed respectively to the State of Maryland and Harry R. Moody and wife by deeds recorded as aforesaid in Liber 144, Folio 482, Liber 2077, Folio 120 and Liber 4259, Folio 468, reference to the description therein set forth being incorporated herein as if herein repeated.
FURTHER SAVING AND EXCEPTING THEREFROM NEVERTHELESS, 9.9519 acres, more or less, as conveyed to Audrey Manor, LLC by deed recorded in Liber 4259, Folio 468.

THE RESIDUE of said parcels First, Second and Third is now assessed under account number 06-060641 of the Charles County Assessor’s Office.

The above described property part of the same property as described in the Original Deed; that is, being part of that piece, parcel or tract of land known and designated as “Parcel E”, containing 41.2751 acres, more or less, as shown on a Plat entitled “Right of Way Reservation Plat, Parcel E, Part of the Land of Joseph Warfield and Lemoine Wilkerson”, recorded among the Land Records of Charles County, Maryland, in Plat Book 57, at Folio 404; lying and being in the 6th Election of Charles County, Maryland.
Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence

Based upon the certification below, Transferor claims exemptions from the tax withholding requirements of §10-912 of Maryland’s Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affect a change in ownership of real property is recorded. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor’s principal residence.

1. Transferor Information

<table>
<thead>
<tr>
<th>Name of Transferor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estate of Lemoine Alroy Wilkerson</td>
</tr>
</tbody>
</table>

2. Reason for Exemption

<table>
<thead>
<tr>
<th>Resident Status</th>
<th>Transferor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1, Transferor, am a resident of the State of Maryland.</td>
</tr>
<tr>
<td></td>
<td>Transferor is a resident entity under §10-912(A)(4) of Maryland’s Tax General Article,</td>
</tr>
<tr>
<td></td>
<td>I am an agent of Transferor, and I have authority to sign this document on Transferor’s</td>
</tr>
<tr>
<td></td>
<td>behalf.</td>
</tr>
<tr>
<td>Principal Residence</td>
<td>Although I am no longer a resident of the State of Maryland, the Property is my principal</td>
</tr>
<tr>
<td></td>
<td>residence as defined in IRC §121.</td>
</tr>
</tbody>
</table>

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

<table>
<thead>
<tr>
<th>Witness</th>
<th>Witness/Attest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penny Slaughter</td>
<td>Name of Entity</td>
</tr>
<tr>
<td>Larry A. Wilkerson, Co-Person Representative</td>
<td>By:</td>
</tr>
<tr>
<td>Witness</td>
<td>P. Wayne Wilkerson, Co-Person Representative</td>
</tr>
</tbody>
</table>

3b. Entity Transferors

<table>
<thead>
<tr>
<th>Witness/Attest</th>
<th>Name of Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>By:</td>
</tr>
</tbody>
</table>
The Doctrine of After-Acquired Title

It is a generally accepted principle in the law of conveyancing that a deed may have the effect of passing to the grantee a title subsequently acquired by the grantor. The grantor who executes a deed purporting to convey land to which he has no title or to which he has a defective title at the time of conveyance will not be permitted, when he afterwards acquires a good title to the land, to claim in opposition to his deed. This principle is based upon the ancient doctrine that such a deed operates upon the after-acquired title by way of estoppel. It has been stated that the title vests by operation of law or by inurement as soon as it is acquired by the grantor, without the need of judicial aid, in order to prevent circuity of action. It has also been stated that the doctrine applies regardless of whether the grantor assumed to convey title by fraud or mistake.

Indemnity Deed of Trust

CHRISTOPHER POINTE

THERE IS NO PROMISSORY NOTE CREATING AN INDEBTEDNESS BECAUSE THE OBLIGATION SECURED IS THE GUARANTY OF AN INDEBTEDNESS WHICH MAY OR MAY NOT BE INCURRED IN THE FUTURE. GRANTOR IS NOT CURRENTLY OBLIGATED TO REPAY THE AMOUNT SECURED. THE OBLIGATION TO REPAY THE AMOUNT SECURED WILL ONLY ARISE UPON A DEFAULT OR OTHER EVENTS PROVIDED FOR UNDER THE AGREEMENT. THIS INSTRUMENT IS A SUPPLEMENTAL INSTRUMENT OF WRITING, NO DEBT HAS YET BEEN INCURRED, AND IT IS EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTIONS 12-105(f)(7)(iii)2 AND 12-108(e) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

Return to:

Lawrence M. Kramer, Esq.
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
12505 Park Potomac Avenue, Sixth Floor
Potomac, MD 20854

RECORDATION TAX
$ .00
PER 12-19-18
DATE 12-19-18

THIS INDEMNITY DEED OF TRUST (the "Deed of Trust"), made this 23rd day of October, 2018, by and among Christopher Pointe Venture, LLC, a Maryland limited liability company ("Grantor"), and LOU BAKER and RYAN MACCAУLEY, Trustees, as trustees, either of whom may act alone (whether one or more hereinafter referred to as "Trustees"), and NVR, INC., a Virginia corporation, its successors, participants and assigns whose address is 11700 Plaza America Drive, Suite 500, Reston, Virginia 20190 ("Beneficiary").

WITNESSETH:

Grantor, as seller, ("Seller") and Beneficiary have entered into a Lot Purchase Agreement, dated August 9, 2018, as may be amended from time to time (the "Agreement") whereby Seller has agreed to sell and Beneficiary agreed to purchase certain property described in the Agreement. As consideration, Beneficiary is required to tender a good-faith deposit to
Grantor in the amount of Three Hundred Thousand Dollars ($300,000.00) (the "Deposit"). The Deposit is paid in installments and the principal due and owing at any time is a contingent liability to be either credited to Beneficiary at a rate specified in the Agreement at the time of purchase of each Lot, or refunded to Beneficiary in certain events of termination (including but not limited to a Seller default), or forfeited to Seller in accordance with the Agreement, all as more fully set forth in the Agreement. All capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Agreement.

Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustees in trust, with power of sale, the real property located in Charles County, Maryland, more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all improvements now or hereafter erected thereon;

TOGETHER with all tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances in any way belonging or related thereto, and any reversions or remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefore and guarantee thereof, and all rents, issues and profits therefrom;

TOGETHER with all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

TO HAVE AND TO HOLD the above granted property (the "Property") with the appurtenances, and any after-acquired title Grantor may subsequently obtain therein, unto Trustees, their survivor, or other successors in trust, forever; and Grantor warrants specially the title to the Property, free from any liens prior to this Deed of Trust except as may be allowed herein, and will execute such further assurances of title as may be requisite.

SUBJECT AND SUBORDINATE TO at all times; (i) a first deed of trust securing Old Line Bank for acquisition/development financing, and (ii) a second purchase money deed of trust securing Lemoine Wilkersen, et al for acquisition financing, provided that any subordination agreement or other document Seller’s lenders desire for Beneficiary to execute, join or consent to shall contain non-disturbance language as to the Agreement and allow Beneficiary the right, in its sole discretion, to cure any default of Grantor under its senior financing.

PROVIDED, ALWAYS, however, that if the obligation of Grantor to pay Beneficiary the indebtedness hereby secured when due does not arise or is satisfied, and Grantor shall fully comply with every covenant and condition set forth herein or in the Agreement, then these presents and the estate hereby granted shall cease, and be void, provided, further, that until the happening of any occurrence or event which gives Beneficiary the option to cause the indebtedness hereby secured to become due and payable, Grantor shall have the right to possess and enjoy the Property. Upon full payment of the indebtedness hereby secured, Trustees
hereunder shall be entitled to a fee not exceeding Fifteen Dollars ($15.00) each, for the release and reconveyance of the Property unto and at the cost of Grantor.

This conveyance is made in trust to secure and enforce the performance of the covenants and agreements of Grantor herein contained and the obligations of Grantor to repay the Deposit, if at all, as provided under the Agreement. Unless the Deposit is required to be refunded pursuant to the terms of the Agreement prior to settlement of any Lots, or has been forfeited to Seller pursuant to the terms of the Agreement, partial releases of this Deed of Trust shall be completed in the amount of the Deposit Credit for each Lot which Beneficiary settles as provided in the Agreement.

AND Grantor jointly and severally covenants and agrees as follows:

1. **Performance of Obligations Hereby Secured.** Grantor will promptly and diligently perform its obligations under the Agreement and this Deed of Trust.

2. **Taxes.** Grantor will pay when due all taxes, assessments, water rates, sewer rents and other charges now or hereafter payable related to the Property, and if Grantor fails to do so, Beneficiary may, without notice or demand to Grantor, pay the same or any of them. Moneys so paid shall be added to the amount of indebtedness hereby secured and shall be payable on demand.

3. **No Alteration.** No property now or hereafter covered by the lien of this Deed of Trust shall be materially altered, nor shall any development or construction take place on the Property without the prior written consent of Beneficiary, other than the improvements to be completed by Grantor pursuant to the terms of the Agreement.

4. **Default.** The whole of the principal sum hereby secured shall become due at the option of Beneficiary after default under the Agreement and the expiration of any applicable cure periods pursuant to the Agreement, or (a) after default in the payment when due of any tax, assessment, water rate, sewer rent or other charge on, or against the Property; or (b) after default with respect to the insurance requirements herein; or (c) upon the actual or threatened waste of or material alteration to the Property except as permitted by Beneficiary pursuant to Paragraph 4 hereof; or (d) after default hereunder concerning any federal or local tax lien on the Property; or (e) upon default in the observance or performance of any other covenants or agreements of Grantor hereunder or should any representation or warranty prove to be untrue in any respect; or (f) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Grantor, or of any of its property, shall be appointed and shall not have been discharged within thirty (30) days, or shall be consented to by Grantor, or if Grantor shall be adjudicated bankrupt or insolvent, or any of the property of Grantor shall have been sequestered and such decree shall have continued undischarged and unstayed for thirty (30) days after the entry thereof, or if Grantor shall file a voluntary petition in bankruptcy or a petition for reorganization under any applicable state or federal law, or if any involuntary petition against Grantor under any such law shall be filed against Grantor and shall not have been discharged within thirty (30) days after the filing thereof, or if Grantor shall make an assignment for the benefit of creditors, or shall at any time fail to pay its debts generally as they become due.
5. **Beneficiary Actions.** After any default in the performance of any of Grantor's agreements herein, and after the expiration of any applicable cure periods pursuant to the Agreement, Beneficiary may, at its option, perform the same and the cost thereof shall immediately be due from Grantor to Beneficiary on demand and shall be included within the indebtedness hereby secured.

6. **Notice.** Every provision for notice and demand or request shall be deemed fulfilled and effective when in writing and when either (a) personally served on any one of the persons who shall at the time hold the record title to the Property, or on their personal representatives or successors, or (b) placed in the mail by depositing it in the U.S. Mail, enclosed in a postpaid envelope addressed to any one of such persons at his or their address last known to Beneficiary. As of the date hereof, such addresses are as set forth in Paragraph 20 hereof.

7. **Fees and Costs.** If after default hereunder by Grantor, and after the expiration of any applicable cure period pursuant to the Agreement, Beneficiary or Trustees shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Deed of Trust or its priority, or to protect or enforce any of its or their rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Property, or for any survey of the Property, all such sums shall on notice and demand be paid by Grantor, and shall be deemed to be included within the indebtedness hereby secured.

8. **Condition of Property.** Grantor will maintain the Property in good condition and repair, will not allow the Property to waste, and will comply with all statutes and requirements of any governmental authority relating to the Property, including all applicable environmental laws and regulations; Grantor will at all times keep the Property free and clear of any mechanics' liens; and without the written consent of Beneficiary, Grantor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof except as otherwise provided in the Agreement.

9. **Inspection.** Upon prior notice to Grantor, Beneficiary and any persons authorized by Beneficiary shall have the right to enter and inspect the Property at all reasonable times.

10. **Waivers: Beneficiary's Discretion in Enforcement.** Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the provisions hereof shall not be deemed to be a waiver of any of the provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the provisions of this Deed of Trust. Beneficiary may proceed to seek foreclosure or any other relief available at law or in equity in any order which Beneficiary may determine, in its sole discretion. Grantor hereby waives all benefit that might accrue to Grantor by virtue of any present or future homestead exemption or other law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, all notices of Grantor's default; any right to have the Property
marshalled; and any right to trial by jury in any action brought on, under or by virtue of this Deed of Trust.

11. **Foreclosure.** If at the maturity of the indebtedness hereby secured, however such maturity may be brought about (including without limitation the unrevoked election of Beneficiary pursuant to the provisions of Paragraph 5 hereof to accelerate the maturity of the indebtedness hereby secured), default should be made in the payment of the indebtedness hereby secured, Trustees shall thereupon or at any time thereafter, at the request of Beneficiary, declare the indebtedness hereby secured to be at once due and payable and take possession of the Property, and after providing and publishing notice of such sale as is required by applicable law, sell the Property or any portion thereof requested by Beneficiary to be sold, as an entirety or in parcels, by one sale or by several postponement of sales as may be deemed by Trustees to be appropriate, at public auction, at such time or times, at such place or places, and upon the terms and conditions of 10% cash on date of sale, balance within 30 days or such other terms and conditions as Trustees shall deem appropriate. The terms of sale being complied with, Trustees shall deliver to the purchaser Trustees' deed conveying the Property so sold, without any covenant or warranty expressed or implied. The recitals in Trustees' deed shall be prima facie evidence of the truth of the statements made therein. Upon any sale of the Property under this Deed of Trust whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of sale shall be applied (after paying all expenses of sale, including reasonable attorneys' fees and a commission to the Trustees making the sale of five percent (5%) of the amount of the said sale or sales, and also all taxes and assessments, rents and prior liens thereon due which Trustees or Beneficiary deem it advisable or expedient to pay, and all sums advanced as herein provided for) to the payment of all then due real estate taxes, to the payment of the then indebtedness hereby secured (including all other applicable fees and charges, if any, to the date of payment), to all other liens according to their priority, and finally paying over the surplus of such sale proceeds, if any, to Grantor or to any person entitled thereto upon the surrender and delivery to the purchaser of possession of the Property, hereunder, less the expense, if any, of obtaining possession thereof. Immediately upon the first insertion of any advertisement or notice of sale, Grantor shall owe all expenses incident to said advertisement or notice, all court costs and all expenses incident to any foreclosure proceedings under this Deed of Trust, including reasonable attorneys' fees and a commission of 2.5% on the total amount of the indebtedness, and principal, and no party shall be required to receive only that portion of the indebtedness hereby secured attributable to the principal unless the same be accompanied by a tender of the then entire indebtedness hereby secured. The trustee may act by agent or attorney in the execution of this trust.

12. **Rights Cumulative; Survival.** The rights and powers of Beneficiary and Trustees arising under this Deed of Trust shall be separate and cumulative and none of them shall be in exclusion of the others. All covenants, representations and warranties of Grantor hereunder survive recording of this Deed of Trust and continue thereafter.

13. **Substitute Trustees.** Beneficiary is hereby granted by Grantor the irrevocable power to appoint as often as it desires a substitute Trustee or Trustees hereunder and to remove Trustees to be exercised at any time hereafter, with or without cause and without notice of filing for record in the office where this instrument is recorded a Deed of Appointment. Upon the
recordation of such Deed of Appointment, the Trustee so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Property and with all the rights and duties of such Trustee's predecessor in the trust hereunder with like effect as if originally named as Trustee.

14. Definitions. Wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent the words "Deed of Trust" shall mean this Deed of Trust and any supplement or supplements hereto, the word "Grantor" shall mean Grantor and/or any subsequent owner or owners of the Property, the word "Beneficiary" shall mean "Beneficiary" or any subsequent purchaser under the Agreement, the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association," the word "Property" shall include the real estate hereinafter described, together with any condemnation awards and any other rights or property interests at any time made subject to the lien of this Deed of Trust by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. All other capitalized terms not defined herein shall have the meanings set forth in the Agreement.

15. Successors; Entire Agreement; Governing Law. This Deed of Trust, and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Deed of Trust may not be changed orally, but only by an agreement in writing and signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. The validity and construction of all matters pertaining to this Deed of Trust are to be determined according to the laws of the State of Maryland.

16. Transfer of Property or Interest in Grantor. The Property shall at all times be owned by Grantor, both legally and equitably. Without Beneficiary's prior written consent the Property shall not be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Property shall be transferred to anyone else, nor shall any entity interest in Grantor be transferred or conveyed, nor shall any part of the Property be leased, nor shall the Property be further encumbered, except as Beneficiary shall specifically approve in writing. If legal or equitable title to the Property or any part thereof shall hereafter change by any means, or if there shall be a violation of any of the other preceding restrictions, then the indebtedness hereby secured shall become immediately due and payable on the demand of Beneficiary, without notice or any curative grace period.

17. Indemnification. The Grantor covenants and agrees to save harmless and indemnify the Beneficiary and the Trustees from and against all losses, costs and expenses, including reasonable attorneys' fees incurred by reason of any action, suit, or similar proceeding (except any of the foregoing resulting from or attributable to Beneficiary's willful misconduct) in and to which the Beneficiary or the Trustees may be or become a party or parties by reason of this Deed of Trust or the Agreement, including, but not limited to, condemnation, bankruptcy, probate and administrative proceedings, liability under any environmental laws (arising from Beneficiary's having taken this Deed of Trust or being or having been in the chain of title to the Property as a result of purchase at foreclosure), rules and regulations affecting the Property, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in
which it becomes necessary to defend or uphold the terms of this Deed of Trust or the Agreement; and all money paid or expended by the Beneficiary or the Trustees in that regard, shall be included within the indebtedness hereby secured and shall be immediately due and payable by the Grantor.

18. **Addresses.** Communications to the Beneficiary hereunder should be addressed to: NVR, Inc., 656 Quince Orchard Road, Suite 300, Gaithersburg, MD 20878, Attn: G. Louis Baker, III, with a copy to Shulman, Rogers, Gandal, Pordy & Ecker, P.A., 12505 Park Potomac Avenue, Sixth Floor, Potomac, Maryland 20854, Attn: Sean P. Sherman and Lawrence M. Kramer. The address of Grantor is: Post Office Box 2270, 204 Washington Avenue, Suite 201, La Plata, MD 20646, Attn: Kent Chadwick, with a copy to Stephen H. Scott, Esquire, 204 Washington Avenue, Suite 200, Post Office Box 1990, La Plata, MD 20646.

19. **Captions.** The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Deed of Trust.

20. **Partial Releases.** Lots shall be released from the lien of this Deed of Trust at the time Beneficiary purchases each Lot, and the principal amount secured shall be reduced by the Deposit Credit at each settlement.

21. **Trustees' Joint and Several Authority to Act.** The Trustees may act hereunder jointly, or either Trustee may act separately, and such Trustee shall have full power to exercise all powers and discretions herein granted to the Trustees without the joinder of the other Trustee or Trustees; and the Trustees or Trustee may sell and convey the Trust Property as herein provided although the Trustees, or either of them, have been, may now be or may hereafter be attorneys or agents of the Beneficiary, in respect of any matter or business whatsoever.
IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

GRANTOR:

Christopher Pointe Venture, LLC,
a Maryland limited liability company

By: Kent Chadwick (SEAL)
Name: Kent Chadwick, Manager

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: August 30, 2022

Laura Blair Sullivan
NOTARY PUBLIC
Charles County
MARYLAND
MY COMMISSION EXPIRES August 30, 2022

This is to certify that the within instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in Maryland.

Lawrence M. Kramer, Esquire
EXHIBIT A to IDOT

[PROPERTY DESCRIPTION]

LEGAL DESCRIPTION:
As of Tax ID # 06-354442
ALL THAT PARCEL of land assessed as containing 6.48 acres, located in Sun Valley Subdivision, now identified as Parcel 356 on Tax Map 8, Block 7 of the assessment records for Charles County, Maryland and being the residue of all and the same land and premises acquired by the late LaMoine A. Wilkersen by deed from Samuel R. Wilkersen and dated April 16, 1934 and recorded in the Land records of Charles County, Maryland in Liber 58, Folio 542.

As of Tax ID # 06-060641
FIRST: Beginning for the same at a stake on the southwest side of the State Road leading from Waldorf to Berry - 20 feet from the center line thereof; said stake marking the most northwesterly corner of the entire tract of which the parcel now described is a part; running thence with said road and division line as surveyed in 1957 - S 29 deg. 11 min. E - 170.6 feet to an Iron Pipe there fixed; thence leaving said road and running S 58 deg. 13 min. W - 771.6 feet to a pipe; thence S 37 deg. 59 min. E - 310.08 feet to a point S 18 deg. W - 1192.77 feet to a point in the outline of said entire tract; thence with said outline - N 76 deg. 14 min. W - 263.88 feet to a pipe; thence still with said outline as surveyed by D. H. Steffens in 1934 - S 18 deg. 30 min. W - 90.0 feet; thence N 71 deg. 30 min. W - 544.5 feet; thence S 18 deg. 30 min. W - 544.5 feet; thence S 18 deg. 30 min. W - 842.0 feet; thence N 42 deg. 30 min. W - 1080.0 feet; thence N 30 deg. 30 min. E - 1397.0 feet; thence N 42 deg. 20 min. E - 1181.5 feet; thence N 61 deg. 30 min. E - 835.0 feet to the point of beginning. Recited as containing forty and four and seventhtehs (44.7) Acres, more or less.

SECOND: Beginning for the same at an iron pipe driven in the ground in the line of land of Larry Wilkersen, said pipe being S 59 deg. 13 min W - 300.0 feet measured along the Larry Wilkersen line from an iron pipe fixed in the south west right of way line of Berry Road - 75 feet from the center line thereof; said pipe marking the north east corner of the lot now described; running with the line of the Larry Wilkersen land S 58 deg. 13 min W - 452.9 feet to a pipe; thence S 37 deg. 59 min E - 150.88 feet to a pipe; thence leaving said Larry Wilkersen land and running N 58 deg. 13 min E 436.61 feet to a pipe; thence N 31 deg. 47 min W - 150.0 feet to the point of beginning. Recited as containing 1.53 acres, more or less.

THIRD: Beginning for the same at an iron pipe driven in the ground on the west side of Route 228, leading from Waldorf to Berry - 75 feet from the center line thereof; said pipe marking the northeast corner of the land now owned by Larry B. Wilkersen and the south east corner of the lot now described; running thence with said Larry B. Wilkersen land - S 61 deg. 57 min W - 812.25 feet to a pipe and stake; thence running with the land of Mary Cross - N 39 deg. 39 min E - 849.0 feet to a pipe also fixed on the west side of said Route 228; thence with Route 228 and binding thereon - S 34 deg. 14 min E - 142.8 feet to a pipe; thence S 31 deg. 41 min E - 180.4 feet to the point of beginning. Recited as containing 3.014 acres more or less.
Saving and Excepting
Deed 144/482 dated September 11, 1959 to the State of Maryland – State Roads Commission in the amount of 0.01 acres.
Deed 133/285 dated November 20, 1957 to LaMonie A. Wilkerson, Sr. in the amount of 2.53 acres.
Deed 2077/120 dated March 30, 1995 to Harry R. Moody recited as containing 20,472 sq. feet.
Deed 4259/468 dated August 12, 2003 to Audrey Manor LLC recited as containing 9.95 acres.
Deed 1590/55 dated July 26, 1997 to the County Commissioners of Charles County recited as containing 0.0128 acres.
Deed 1552/209 dated May 20, 1991 and Deed 1590/57 to the County Commissioners of Charles County recited as containing 0.0172 acres.
Deed 8484/95 dated February 7, 2014 to Joseph B. Warfield and Christopher Pointe, LLC recited as containing 0.0687 acres.
State of Maryland Land Instrument Intake Sheet

1. Type(s) of Instruments
   - Tax Deed
   - Mortgage
   - Other

2. Conveyance Type Check Box
   - Real
   - Personal
   - Other

3. Consideration and Tax Calculations
   - Description
     - Other

4. Transfer From
   - Party 1
     - Name
     - Address
   - Party 2
     - Name
     - Address

5. Description of Property
   - Location

6. Other Names to Be Indexed
   - Name

7. Contact/Mail Information
   - Name: Chad Hartness
   - Address: 13205 Park Place Avenue, 6th Floor, Pimlico, MD 20854
   - Phone: (410) 200-5000

8. Assessment Information
   - Property ID: 02-006-007-008

9. Terminal Verification
   - Name: Chad Hartness
   - Address: 13205 Park Place Avenue, 6th Floor, Pimlico, MD 20854
   - Phone: (410) 200-5000

10. Financial Office Use Only
    - Transfer and Recordation Tax Consideration

11. Remark
    - Subject to Modification

BOOK: 10494 PAGE: 354

Image:

- Baltimore City
- County: Charles
- State: Maryland
- Type: Tax Deed
- Conveyance Type: Real
- Consideration: $115.00
- Full Consideration:
  - Nov 25
  - $115.00
- Tax Bill: $500.00
- Other:
  - $500.00
- Description of Property:
  - Location: 36-12918-3-5100
  - Use: 36
  - Local Address: 36
  - Water Meter Account:
    - Number: 36
    - Account:
      - Status: Non-Residential
  - Parcel:
    - Taxable: Yes
    - Non-Taxable: No
    - Assessed: 36
    - Current Value: 36

- Owner(s) of Record:
  - Name: Chad Hartness
  - Address: 13205 Park Place Avenue, 6th Floor, Pimlico, MD 20854

- Tranfer To:
  - Name: Chad Hartness
  - Address: 13205 Park Place Avenue, 6th Floor, Pimlico, MD 20854

- Assessment Information:
  - Property ID: 02-006-007-008

- Terminal Verification:
  - Name: Chad Hartness
  - Address: 13205 Park Place Avenue, 6th Floor, Pimlico, MD 20854
  - Phone: (410) 200-5000

- Remark:
  - Subject to Modification

CHARLES COUNTY CIRCUIT COURT (Land Records) SL 10494. Date available 01/02/2019. Printed 03/13/2019.
SINGLE & MULTIPLE LOT INSPECTION AND MAINTENANCE 
OF PRIVATE ON-SITE STORMWATER MANAGEMENT FACILITIES 
DECLARATION OF COVENANTS

This Declaration of Covenants made this 23rd day of January, 2019, by and between 
CHRISTOPHER POINTE VENTURE, LLC (hereinafter individually and/or collectively 
referred to as the "Covenantor"), owner of the property located at:

Christopher Pointe, section 2, 
Lots 42-48 and Lots 141-155 
Recorded at: plat book 60 @ 697 and 698

(hereinafter individually and/or collectively referred to as the "subject property"), and the 
County Commissioners of Charles County, Maryland, a public body corporate and politic, 
organized under the laws of the State of Maryland (hereinafter referred to as the "County"): 

WITNESSETH:

WHEREAS, the Covenantor is the fee-simple owner of the subject property; and

WHEREAS, the Covenantor desires to develop or redevelop all or portions of the subject 
property; and

WHEREAS, prior to said developing or redeveloping, the Covenantor is required by the Charles 
County Stormwater Management Ordinance to provide for certain stormwater management 
facilities and to obtain a Building Permit (hereinafter referred to as "Permit"); and

WHEREAS, the Covenantor will apply for the Permit and desires to utilize privately owned, 
maintained, and operated stormwater management facilities (hereinafter referred to as 
"Facilities") located on the subject property; and

WHEREAS, the Charles County Stormwater Management Ordinance requires stormwater 
management systems to be protected by public or private easements or private inspection and 
maintenance agreements, and that all such agreements and easements be recorded prior to the 
issuance of the Permit; and

WHEREAS, Covenantor has full authority to execute this Declaration of Covenants so as to 
bind the subject property and all its current and future owners, successors, and assigns.

NOW, THEREFORE, in consideration of the recitals, the mutual promises of the parties, the 
County’s issuance of the Permit, and other good and valuable consideration, the receipt and 
sufficiency of which are hereby acknowledged, and in accordance with the requirements of the 
Charles County Stormwater Management Ordinance, the Covenantor does hereby covenant and 
agrees as follows:

REC 20
SUR 40
1. The Covenantor will construct and/or provide for the maintenance of the Facilities to ensure that said Facilities are and remain in proper working condition in accordance with approved design standards and applicable laws, rules, and regulations. The Covenantor will perform necessary landscaping (such as, but not limited to, grass cutting) and trash removal as part of regular maintenance.

2. The Covenantor will inspect the Facilities every three years and maintain records of such inspections, and supply copies of them to Charles County every three (3) years or upon request.

3. The Covenantor is hereby prohibited from altering the Facilities without prior written approval from Charles County.

4. The Covenantor acknowledges that the County has the right to inspect the Facilities. If, after reasonable notice by the County, the Covenantor fails to construct, repair, maintain, or operate the Facilities within a reasonable period of time (30 days maximum) in accordance with the approved design standards and with all applicable laws, rules, and regulations, the County may enter onto the facility and perform all necessary construction, repair, maintenance, and operating work, and may assess the Covenantor for the cost of said work. Said assessment is a lien against the subject property and may be placed on the property tax bill of said property and collected as ordinary taxes by the County.

5. The Covenantor does hereby grant and will continue to grant the County, its successors, agents, and contractor(s) the right of entry to the Facilities for the purpose of inspecting, and, if necessary, operating, installing, constructing, reconstructing, maintaining, or repairing the Facilities, and shall provide and maintain perpetual access from public or private rights-of-way to the Facilities for the County its successors, agent(s), and contractor(s) for said purposes. The Covenantor will also grant to the County any easements and rights-of-way necessary for the foregoing purposes.

6. The Covenantor acknowledges that the County may exercise any emergency authority provided for by law.

7. The Covenantor hereby agrees to indemnify and save the County harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the Facilities.

8. The obligations contained within this Declaration of Covenants are intended to bind the current owner(s) of the subject property, and such obligations shall transfer to any and all subsequent owners upon conveyance of the subject property.

9. This Declaration of Covenants in no way relieves the Covenantor of responsibility for providing stormwater drainage, in addition to the Facilities, as it may be deemed necessary by the County or other appropriate agency.
10. This Declaration of Covenants is to be construed in accordance with the laws of the State of Maryland and any action brought hereunder must be brought in the courts of this State, with venue solely in Charles County.

11. This Declaration of Covenants and the covenants contained herein shall run with the land and shall bind the Covenantor and its heirs, executors, administrators, successors and assigns, and shall bind all subsequent owners of the subject property. This Declaration of Covenants runs to the benefit of the County and may not be released or modified except by written consent of the County.

12. This Declaration of Covenants contains the full and final agreement between the parties, and no other matter or variation therefrom, unless made in writing and duly executed by the parties hereto, their heirs, executors, administrators, successors, or assigns, is part of this Declaration of Covenants.

13. The Covenantor must and will record this Declaration of Covenants in the Land Records of Charles County, Maryland, and will provide the County with documentary proof of that recordation within ten (10) days of said recordation.

IN WITNESS WHEREOF, the Covenantor has executed this Single/Multiple Lot Inspection and Maintenance of Private On-Site Stormwater Management Facilities Agreement Declaration of Covenants as of this 23RD day of JANUARY, 2019.

COVENANTOR(S):

[Signature]

WITNESS

[Signature]

Printed Name: W. KENT CHADWICK, MEMBER
CHRISTOPHER POINTE VENTURE, LLC

[Signature]

WITNESS

Printed Name: ____________________________
STATE OF Maryland, COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of January, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, and duly acknowledged the foregoing Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Laura Blair Sullivan
NOTARY PUBLIC
Charles County
MARYLAND
MY COMMISSION EXPIRES August 30, 2022

My commission expires:

August 30, 2022

STATE OF ____________, COUNTY OF ________________, TO WIT:

I HEREBY CERTIFY, that on this ____ day of __________, ______, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared __________________________, and duly acknowledged the foregoing Agreement to be his/her/their act.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires:
DEDICATION AGREEMENT

This DEDICATION AGREEMENT (the "AGREEMENT") is made this 8th day of November, 2018, by Christopher Pointe Venture, LLC, a Maryland limited liability company, hereinafter referred to as "OWNER", and the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, a public body corporate and politic, hereinafter referred to as the "COUNTY".

WHEREAS, in accordance with the terms of a certain Agreement concerning Water and Sewer facilities between the Owner and County, dated May 17, 2018, the Owner agreed that in connection with its development of a subdivision known as Christopher Pointe Section 2, located in the Sixth Election District of Charles County, Maryland (PGM VR #17-0093) it would construct the necessary water and sewer lines and appurtenances (hereinafter referred to as the "FACILITIES"), and

WHEREAS, the plans for the Facilities have been Approved by the County, and

WHEREAS, the Owner has constructed the Facilities at its expense, and

WHEREAS, the County has agreed to accept the aforesaid Facilities, without cost, as of the date of this Agreement, and

WHEREAS, the County by accepting title to the aforesaid Facilities agrees to maintain same and integrate the Facilities into its public system, accepting full responsibility for all maintenance, operational and other costs.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) paid by the parties hereto to each other, receipt of

REC

SUR
which is hereby acknowledged, and of the premises, the mutual covenants and agreements herein undertaken, the parties hereto agree as follows:

1. That the Owner by execution of this Agreement, does hereby convey title to said Facilities to the County, free and clear of all liens and encumbrances, and does further agree that it will execute any and all deeds necessary to convey to the County all easements for lines that now exist, and does further agree to grant such further easements for sewer and water mains, without charge, as may be determined by the County in its sole discretion, in order to serve the entire property of the Owner or to connect same to other lines owned, or to be built, by the County or anyone.

2. That the Owner agrees to supply to the County all available information concerning the testing and operation of the Facilities and warranties concerning the equipment in connection with this Agreement.

3. From and after date of the signing of this Agreement by the County, the County shall be entitled to collect all fees of any nature for the operation of the Facilities on the subject site and agrees to become fully responsible for the maintenance of the system and service to the existing users.

4. The Owner hereby warrants that it is the sole owner of said Facilities and that there are no outstanding liens against same, and does further indemnify and hold harmless the County against any and all claims in any manner relating to its ownership, installation, or cost of the pipes and equipment covered by this Agreement.

5. The parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors or assigns.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement the day and year first above written.

WITNESS/ATTEST:

[Signature]

OWNER:

Christopher Pointe Venture, LLC, a Maryland limited liability company

By: W. Kent Chadwick, Managing Member (SEAL)

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
WITNESS/ATTEST:  

LIENHOLDER:  
CHRISTOPHER POINTE LLC, a Maryland limited liability company, and Joseph B. Warfield

By: __________________________ (SEAL)
Louis P. Jenkins, Trustee

STATE OF MARYLAND  
COUNTY OF Charles

I HEREBY CERTIFY that on this 30 day of July 2018, before me, a Notary Public of said State and County, personally appeared Louis P. Jenkins, Jr., as trustee for Joseph B. Warfield and Christopher Pointe, LLC, a Maryland liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and who in my presence, signed and sealed the foregoing Agreement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Joseph B. Warfield and said company.

AS WITNESS my hand and Notarial Seal:

JESSICA AMIE PERRELL  
Notary Public  
St. Mary's County  
Maryland
My Commission Expires January 10, 2019

Notary Public

My commission expires: ____________________

Additional Signatures are on the following page
WITNESS/ATTEST:

LIENHOLDER:
OLD LINE BANK, a state chartered bank:

By: (SEAL)

Jack G. Welborn, trustee,

STATE OF MARYLAND
COUNTY OF Charles

I HEREBY CERTIFY that on this 25th day of July, 2018, before me, a Notary Public of said State and County, personally appeared Jack G. Welborn, as trustee for Old Line Bank, a state chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and who in my presence, signed and sealed the foregoing Agreement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Old Line Bank.

AS WITNESS my hand and Notarial Seal.

My commission expires: 12-2-19

Additional Signatures are on the following page
ATTEST:

[Signature]

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By: [Signature] (SEAL)
Peter Murphy, President

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter Murphy, President of Commissioners of Charles County Maryland, and duly acknowledged the foregoing Dedication Agreement to be the act of the corporate body.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires: [Signature]
Notary Public-Maryland
Charles County
My Commission Expires
June 14, 2020

ATTORNEY'S CERTIFICATION

I, the undersigned Maryland Attorney, certify that the within instrument was prepared by me or under my supervision.

[Signature]
Stephen H. Scott, Attorney

KN\Dedication\Chadwick\Christopher Pointe - Dedication Agreement (Christopher Pointe Venture, LLC)
PUBLIC DRAINAGE EASEMENT
PUBLIC STORMWATER MANAGEMENT EASEMENT

This AGREEMENT is made this 8th day of November, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company, (the “Grantor”), and the County Commissioners of Charles County, Maryland, a body corporate and politic (“County”).

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County a perpetual easement to inspect, operate and maintain a public stormwater conveyance system consisting of ditches, swales, channels, culverts, stormdrains and other appurtenant facilities for the purpose of depositing water within the boundary of the permanent easement(s) more particularly described and indicated as all of those easements for public drainage and/or public stormwater management shown and depicted on the Plats of subdivision entitled, “Christopher Pointe Section 2”, Sheets 1 through 5, said Plats recorded among the Land Records of Charles County, Maryland, in Plat Book 60, Pages 695-6699, 607-6989 and/or public stormwater management facilities, consisting of ponds, basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved appurtenant facilities for the purpose of providing quantity and/or quality stormwater management within the easement(s).

AND the Grantor covenants and agrees with the County as follows: First: All drainage improvements, all stormwater management facilities, all access drives and appurtenant facilities which will be installed in the easement(s) shall remain the property of Grantor. Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this Agreement. Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor. Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted. Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by County for the purposes of this Agreement. However, Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s) without obtaining the prior written approval of County. Sixth: After final approval of construction of the systems or facilities, County agrees to perform the necessary maintenance to allow the proper and efficient flow of water through the systems or facilities within the easement.

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor’s heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

[SIGNATURE PAGE FollowS]
WITNESS our hands and seals.

WITNESS/ATTEST:  

OWNER/GRANTOR:  

Christopher Pointe Venture, LLC, a Maryland limited liability company

By: W. Kent Chadwick (SEAL)
W. Kent Chadwick, Managing Member

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal:

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
WITNESS/ATTEST:  

LIENHOLDER:
CHRISTOPHER POINTE LLC, a Maryland limited liability company, and Joseph B. Warfield

By: Louis P. Jenkins, Trustee (SEAL)

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 30 day of July, 2018, before me, a Notary Public of said State and County, personally appeared Louis P. Jenkins, Jr., as trustee for Joseph B. Warfield and Christopher Pointe, LLC, a Maryland liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Joseph B. Warfield and said company.

AS WITNESS my hand and Notarial Seal.

JESSICA AMIE PERRELL  
Notary Public  
St. Mary's County  
Maryland  
My Commission Expires January 10, 2019

Additional Signatures are on the following page
WITNESS/ATTEST:

LIENHOLDER:

OLD LINE BANK, a state chartered bank:

By: __________________________ (SEAL)
Jack G. Welborn, trustee,

STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY that on this 25th day of July, 2018, before me, a Notary Public of said State and County, personally appeared Jack G. Welborn, as trustee for Old Line Bank, a state chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Old Line Bank.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
PRIVATE DRAINAGE EASEMENT
PRIVATE STORMWATER MANAGEMENT EASEMENT
INSPECTION AND MAINTENANCE AGREEMENT

This AGREEMENT is made this 8th day of November, 2018, by and between
Christopher Pointe Venture, LLC, a Maryland limited liability company, (the “Grantor”), and the
County Commissioners of Charles County, Maryland, a body corporate and politic (“County”).

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the receipt of
which is hereby acknowledged, the Grantor does hereby grant and convey to County a perpetual
 easement to inspect (and operate as necessary only as described herein) a private stormwater
 conveyance system consisting of ditches, swales, channels, culverts, stormdrains and other
appurtenant facilities for the purpose of depositing water within the boundary of the permanent
 easement(s) more particularly described and indicated as all of those easements for private
drainage and/or private stormwater management, in the subdivision known as “Plat of
Subdivision, Christopher Pointe Section 2”, Sheets 1 through 5, said Plats recorded among the
Land Records of Charles County, Maryland, in Plat Book 60, Pages 695-699; and/or private stormwater management facilities, consisting of ponds,
basins, trenches, drywells, buffers, separators, shallow marshes, ditches, filters or other approved
appurtenant facilities for the purpose of providing quantity and/or quality stormwater
management within the easement(s).

AND the Grantor covenants and agrees with the County as follows: First: All drainage
improvements, all stormwater management facilities, and all access drives and appurtenant
facilities which will be installed in the easement(s) shall remain the property of Grantor. Second:
At no time shall Grantor charge County for the use of the property occupied by County or for the
privilege of exercising the rights granted under this Agreement. Third: County, its agents, and
employees shall have the right of access from a public road to the easement(s) over the property
of Grantor. Fourth: County shall have such rights and privileges as may be reasonable for the
full enjoyment or use of the easement(s) herein granted. Fifth: Grantor reserves the right to make
use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein
conveyed, or which does not interfere with the use of the easement(s) by County for the purposes
of this Agreement. However, Grantor shall not erect any building, fence or other structure on the
easement(s) without obtaining the prior written approval of County.

Grantor further covenants and agrees that it shall be responsible for and agrees to perform
the necessary maintenance to allow the proper and efficient flow of water through the system
within the easement(s), and to perform the necessary maintenance to allow access and proper
operation of the stormwater management facility within the easement(s). Should Grantor fail to
construct, repair or maintain the system or facility, or should the system within the easement(s)
become blocked so that the water will not flow in an efficient manner, or the access become
impassable or the stormwater management facility fail to function as designed, Grantor shall
make necessary repairs or maintenance to allow the proper and efficient flow of water, or to
allow access to the stormwater management facility or to allow the stormwater management
facility to function as designed. If, after reasonable notice by the County, the Grantor shall fail to
construct, repair, maintain or operate the facility within a reasonable period of time in accordance
with the approved design standards and with the law and all applicable rules and regulations, the
County may, but is not obligated to, enter onto the facility and perform all necessary
construction, repair, maintenance and operating work, and may assess the Grantor for the cost of
said work. The assessment shall be a lien against all property subject to and benefited by the
systems and facilities described in this Agreement. Such costs shall be assessed, levied, collected
and enforced as County real estate taxes are now, or may hereafter be, by law levied and
collected, and shall have the same priority rights, bear the same interest and penalties, constitute
a lien upon the real property so assessed, be placed upon the property tax bill and in every respect
be treated the same as County real estate taxes. Such costs shall also be personal obligations of
the owners of the property at the time the costs are incurred, and may be collected accordingly.

Grantor warrants that it is seized of the property subject to the easement(s) and has the
right to convey the easement(s); that there are no encumbrances; that County shall have quiet
enjoyment; and that Grantor shall execute such further assurances as may be required.

REC

\[\text{signature}\]

SUR
This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor’s heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

Lienholders join herein for the purpose of releasing any deeds of trust, mortgages or other liens as to the easement(s). The liens as to the remainder of the property will not be affected. The parties, date of instrument, and recordation information for the instrument being partially released are as follows: None.

WITNESS our hands and seals.

WITNESS/ATTEST:

OWNER/GRANTOR:

Christopher Pointe, LLC, a Maryland limited liability company

By: W. Kent Chadwick
(SEAL)
W. Kent Chadwick, Authorized Member

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal:

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
WITNESS/ATTEST:

LIENHOLDER:

CHRISTOPHER POINTE LLC, a Maryland limited liability company, and Joseph B. Warfield

By: ____________________________ (SEAL)

Louis P. Jenkins, Trustee

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 30 day of July, 2018, before me, a Notary Public of said State and County, personally appeared Louis P. Jenkins, Jr., as trustee for Joseph B. Warfield and Christopher Pointe, LLC, a Maryland liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Joseph B. Warfield and said company.

AS WITNESS my hand and Notarial Seal.

JESSICA AMIE PERRELL
Notary Public
St. Mary's County
Maryland

My Commission Expires January 10, 2019

Additional Signatures are on the following page
WITNESS/ATTEST:

[Signature]

LIENHOLDER:
OLD LINE BANK, a state chartered bank:

By: [Signature] (SEAL)

Jack G. Welborn, trustee,

STATE OF MARYLAND
COUNTY OF Charles

I HEREBY CERTIFY that on this 25th day of July, 2018, before me, a Notary Public of said State and County, personally appeared Jack G. Welborn, as trustee for Old Line Bank, a state chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Old Line Bank.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
Approved for Acceptance:

[Signature]
Director, Planning and Growth Management

Approved as to Legal Sufficiency:

[Signature]
County Attorney

ATTEST:

[Signature]
Name: JULIE M. BRYSON
Title: EXECUTIVE OFFICE MANAGER

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

[Signature]
Peter Murphy, President

KN/Dedications / Chadwick / Christopher Pointe / Private Drainage Easement & SWM Easement (Christopher Pointe Venture LLC)
WATER AND SEWER
EASEMENT AGREEMENT

THIS AGREEMENT is made this 8th day of November, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company, (the “Grantor”), and the County Commissioners of Charles County, Maryland, a body corporate and politic (“County”).

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to County the easement(s) conveyed as more particularly described and indicated as all of those easements for public water and sewer in the subdivision known as “Plat of Subdivision, Christopher Pointe Section 2”, Sheets 1 through 5, said Plats recorded among the Land Records of Charles County, Maryland, in Plat Book 60, Pages 695–699; for the installation, construction, reconstruction, maintenance, repair, operation and inspection of water and for sewer lines and necessary appurtenances (“Facilities”) on the land of the Grantor.

AND the Grantor covenants and agrees with the County as follows: First: All Facilities which will be installed in the easement(s) shall become the property of the County upon acceptance by the County; Second: At no time shall Grantor charge County for the use of the property occupied by County or for the privilege of exercising the rights granted under this agreement; Third: County, its agents, and employees shall have the right of access from a public road to the easement(s) over the property of Grantor; Fourth: County shall have such rights and privileges as may be reasonable for the full enjoyment or use of the easement(s) herein granted, including the right to cut down and clear away trees within or on either side of the easement(s) which may, in the County’s discretion, interfere with the exercise of County’s rights; Fifth: Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by the County for the purposes of this Agreement, however, Grantor shall not make or erect any improvements whatsoever, including buildings, fences or other structures on the easement(s) without obtaining the prior written approval of County; Sixth: After final approval of construction of the Facilities, County agrees to perform the necessary maintenance to the Facilities within the easement(s).

Grantor warrants that it is seized of the property subject to the easement(s) and has the right to convey the easement(s); that there are no encumbrances; that County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

This Agreement and the covenants contained herein shall run with the land and shall bind the Grantor and the Grantor’s heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

[SIGNATURE PAGES FOLLOW]
WITNESS our hands and seals.

WITNESS/ATTEST:

[Signature]

OWNER/GRANTOR:

Christopher Pointe, LLC, a Maryland limited liability company

By: W. Kent Chadwick (SEAL)
W. Kent Chadwick, Authorized Member

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of May, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal:

[Signature]
Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
LIENHOLDER:
CHRISTOPHER POINTE LLC, a Maryland limited liability company, and Joseph B. Warfield

By: (SEAL)
Louis P. Jenkins, Trustee

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 30 day of JULY, 2018, before me, a Notary Public of said State and County, personally appeared Louis P. Jenkins, Jr., as trustee for Joseph B. Warfield and Christopher Pointe, LLC, a Maryland liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Joseph B. Warfield and said company.

AS WITNESS my hand and Notarial Seal.

JESSICA AMIE PERRELL
Notary Public
St. Mary's County
Maryland
My Commission Expires January 10, 2019

Additional Signatures are on the following page
WITNESS/ATTEST:

[Signature]

LIENHOLDER:
OLD LINE BANK, a state chartered bank:

By: [Signature] (SEAL)

Jack G. Welborn, trustee,

STATE OF MARYLAND
COUNTY OF Charles

I HEREBY CERTIFY that on this 25th day of July, 2018, before me, a Notary Public of said State and County, personally appeared Jack G. Welborn, as trustee for Old Line Bank, a state chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Old Line Bank.

AS WITNESS my hand and Notarial Seal

[Signature]

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
ATTEST:

JULIE L. BRYSON

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By: PETER L. MURPHY (SEAL)

Peter Murphy, President

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Peter Murphy, President of Commissioners of Charles County Maryland, and duly acknowledged the foregoing Dedication Agreement to be the act of the corporate body.

AS WITNESS my hand and Notarial Seal.

CAROL ANN DE SOTO
Notary Public

My commission expires: JUNE 14, 2020

ATTORNEY'S CERTIFICATION

I, the undersigned Maryland Attorney, certify that the within instrument was prepared by me or under my supervision.

Stephan H. Scott, Attorney

KN: Dedication \ Chadwick \ Christopher Pointe - Water and Sewer Easement Agreement (Christopher Pointe Venture LLC)
ROAD DEED

This DEED is made this 30th day of December, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company, ("Grantor"), and the County Commissioners of Charles County, Maryland, a body corporate and politic ("County").

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to and unto the County, its successors and assigns, in fee simple, all those lots, tracts, pieces, parcels or subdivisions of land and premises, as more particularly described and indicated as see Exhibit A attached hereto and made a part hereof.

Being a part of the same land and premises obtained by the Grantor by deeds recorded among the Land Records of Charles County, Maryland, in Liber 10314, Folio 307.

TO HAVE AND TO HOLD said land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, to the proper use and benefit of the County, its successors and assigns, in fee simple.

AND the Grantor hereby warrants that it is seized of property and has the right to convey it; that there are no encumbrances; that the County shall have quiet enjoyment; and that Grantor shall execute such further assurances as may be required.

WITNESS the hand and seal of the Grantor.

WITNESS/ATTEST:

[Signature]

OWNER/GRANTOR:

Christopher Pointe, LLC, a Maryland limited liability company

By: W. Kent Chadwick (SEAL)

W. Kent Chadwick, Authorized Member

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of December, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal.

[Signature]

Notary Public

My commission expires: 12-2-19

Additional Signatures are on the following page
WITNESS/ATTEST:

[Signature]

LIENHOLDER:

CHRISTOPHER POINTE LLC, a Maryland limited liability company, and Joseph B. Warfield

By: (SEAL)

Louis P. Jenkins, Trustee

STATE OF MARYLAND
COUNTY OF CHARLES

I HEREBY CERTIFY that on this 30 day of July, 2018, before me, a Notary Public of said State and County, personally appeared Louis P. Jenkins, Jr., as trustee for Joseph B. Warfield and Christopher Pointe, LLC, a Maryland liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Joseph B. Warfield and said company.

AS WITNESS my hand and Notarial Seal.

[Signature]

JESSICA AMIE PERRELL
Notary Public
St. Mary’s County
Maryland

My Commission Expires January 10, 2019

My commission expires: ________________

Additional Signatures are on the following page
WITNESS/ATTEST:  

[Signature]

LIENHOLDER:  
OLD LINE BANK, a state chartered bank:

By: [Signature] (SEAL)  
Jack G. Welborn, trustee,

STATE OF MARYLAND  
COUNTY OF Charles

I HEREBY CERTIFY that on this 25th day of July, 2018, before me, a Notary Public of said State and County, personally appeared Jack G. Welborn, as trustee for Old Line Bank, a state chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement, and who in my presence, signed and sealed the foregoing Easement and acknowledged that he, having such authority, executed the same for the purposes therein contained on behalf of Old Line Bank.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My commission expires: 12-2-19

This instrument was prepared by an attorney, under an attorney’s supervision, or by one of the parties to this instrument.

[Signature]  
Stephen H. Scott

KN / Dedications/ Chadwick/ Christopher Point / Road Deed (Christopher Pointe Venture) v2.doc
EXHIBIT A

The fifty-foot (50’) right of way known and designated as “Cheryl Turn” and the fifty-foot (50’) right of way known and designated as “Ricker Pond Court”, in the Subdivision known as “Christopher Pointe Section 2”, Sheets 1 through 5, as per plats thereof recorded among the Land Records of Charles County, Maryland in Plat Book 60, at Folio 695-699 lying and being in the Sixth Election District of said County.
State of Maryland Land Instrument Intake Sheet

1. Type(s) of Instruments

- Deed
- Mortgage
- Lease
- Other

2. Conveyance Type

- Deed of Trust
- Improvements
- Unimproved Sale
- Multiple Accounts
- Not an Arms-Length Sale

3. Tax Exemptions

- Recordation
- Exempt County Transfer
- State Transfer
- County Transfer

4. Consideration Amount

- Purchase Price/Consideration $  
- Any New Mortgage $  
- Balance of Existing Mortgage $  
- Other $  
- Full Cash Value $  

5. Consideration and Tax Calculations

- Transfer Tax Consideration $  
- Less Exemption Amount $  
- Total Transfer Tax $  
- Recapture Tax Consideration $  
- C.B. Credit $  
- Ag. Tax/Other $  

6. Description of Property

- Property Tax ID No. (1) 0606541 & 306442  
- Grantor Liber/Folio 7 & 8  
- Map 366 & 79  
- Subdivision Name Lot (3a)  
- Plat Ref. Black (3b)  
- Sect/AR (3c) A  
- SqFt/Acreage (4) 60/605-699  

- Location/Address of Property Being Conveyed (2)

- Christopher Pointe, Section 2

- Additional Names to Be Indexed (Optional)

- New Owner’s (Grantee) Mailing Address

- Instrument Submitted By or Contact Person

- Name: Audrey J. Marshall
- Phone: (301) 646-0634

- Firm: CHARLES COUNTY GOVERNMENT/PSG/PICSROW
- Address: 200 Baltimore Street, La Plata, Md. 20646

- Assessment Information

- Year 20  
- Land Zoning  
- Buildings Total

- REMARKS:

- Distribution: Clerk’s Office
- County – DAS
- Governor – Register
- AOC-CC-390 (5/2009)
SINGLE & MULTIPLE LOT INSPECTION AND MAINTENANCE
OF PRIVATE ON-SITE STORMWATER MANAGEMENT FACILITIES AGREEMENT
DECLARATION OF COVENANTS

This Declaration and Agreement is made this 16th day of July, 2018, by and between Christopher Pointe Venture, LLC, a Maryland limited liability company, (hereinafter referred to as the “Covenantor(s)”), owner of the property known and depicted on the Plats of subdivision entitled, “Christopher Pointe Section 2”, Sheets 1 through 5, said Plats recorded among the Land Records of Charles County, Maryland, in Plat Book 60, Pages 695–699, which land was acquired by Grantor by Deed dated June 26, 2018, recorded among the Land Records of Charles County, Maryland, in Liber 10314, at Folio 307 (hereinafter referred to as the “Subject Property”) and the County Commissioners of Charles County, Maryland, a public body corporate and politic, organized under the laws of the State of Maryland (hereinafter referred to as the “County”):

WITNESSETH:

WHEREAS, the Covenantor(s) desire(s) to develop or redevelop all or portions of the Subject Property; and

WHEREAS, prior to said developing or redeveloping, the Covenantor(s) is/are required by the Charles County Stormwater Management Ordinance to provide for certain stormwater management facilities and to obtain a Building Permit (hereinafter referred to as the “Permit”); and

WHEREAS, the Covenantor(s) has/have applied for the Permit and desire(s) to utilize privately owned, maintained and operated stormwater management facilities (hereinafter referred to as the “Facilities”) located on the Subject Property; and

WHEREAS, the Charles County Stormwater Management Ordinance requires stormwater management systems to be protected by public or private easements or private inspection and maintenance agreements, and that all such agreements and easements be recorded prior to the issuance of the Permit; and

WHEREAS, Covenantor(s) has/have full authority to execute this Declaration and Agreement so as to bind the Subject Property and all its current and future owners, successors and assigns.

NOW, THEREFORE, in consideration of the recitals, the mutual promises of the parties, the County’s issuance of the Permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the requirements of the Charles County Stormwater Management Ordinance, the Covenantor(s) does/do hereby covenant and agree(s) as follows:

REC 20
SUR 40

1
1. The Covenantor(s) will construct and/or provide for the maintenance of the Facilities to insure that said Facilities are and remain in proper working condition in accordance with approved design standards and with applicable laws, rules and regulations. The Covenantor(s) will perform necessary landscaping (such as, but not limited to, grass cutting) and trash removal as part of regular maintenance.

2. The Covenantor(s) will inspect the Facilities every three (3) years and maintain records of such inspections, and supply copies of them to Charles County every three (3) years or upon request.

3. The Covenantor(s) is/are hereby prohibited from altering the Facilities without prior written approval from Charles County.

4. The Covenantor(s) acknowledge that the County has the right to inspect the Facilities. If, after reasonable notice by the County, the Covenantor(s) fail to construct, repair, maintain or operate the Facilities within a reasonable period of time (30 days maximum) in accordance with the approved design standards and with all applicable laws, rules and regulations, the County may enter onto the Facilities and perform all necessary construction, repair, maintenance and operating work, and may assess the Covenantor(s) for the cost of such work. Said assessment is a lien against the Subject Property and may be placed on the property tax bill of said property and collected as ordinary taxes by the County.

5. The Covenantor(s) does/do hereby grant and shall continue to grant the County, its successors, agents and contractor(s) the right of entry to the Facilities for the purpose of inspecting, and, if necessary, operating, installing, constructing, reconstructing, maintaining, or repairing the Facilities, and shall provide and maintain perpetual access from the public or private rights-of-way to the Facilities for the County, its successors, agent(s) and contractor(s) for said purposes. The Covenantor(s) will also grant to the County any easements and rights-of-way necessary for the foregoing purposes.

6. The Covenantor(s) acknowledges that the County may exercise any emergency authority provided for by Law.

7. The Covenantor(s) hereby agree(s) to indemnify and save the County harmless from any and all claims for damages to persons or property arising from the installation, construction, failure, reconstruction, maintenance, repair, operation and use of the Facilities.

8. The Covenantor(s) will notify the County of the legal and/or equitable transfer of any of the Covenantor(s) responsibilities for the Facilities within thirty (30) days of such transfer and will supply the County with a copy of any documents of transfer, executed by both parties. Said transfer documents must clearly reference this Declaration and Agreement, including the recordation Liber and Folio.

9. This Declaration and Agreement in no way relieves the Covenantor(s) of responsibility for providing stormwater drainage, in addition to the Facilities, as it may be deemed necessary by the County or other appropriate agency.
10. This Declaration and Agreement is to be construed in accordance with the laws of the State of Maryland and any action brought hereunder must be brought in the courts of this State, with venue solely in Charles County.

11. This Declaration and Agreement and the covenants contained herein shall run with the land and shall bind the Covenantor(s) and the Covenantor(s) heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the Subject Property. This Declaration and Agreement runs to the benefit of the County and may not be released or modified except by written consent of the County.

12. This Declaration and Agreement contains the full and final agreement between the parties, and no other matter or variation therefrom, unless made in writing and duly executed by the parties hereto, their heirs, executors, administrators, successors or assigns, is part of this Declaration and Agreement.

13. The Covenantor(s) must and will record this Declaration and Agreement in the Land Records of Charles County, Maryland and will provide the County with documentary proof of that recordation within ten (10) days of said recordation.

IN WITNESS WHEREOF, the Covenantor(s) have executed this Single & Multiple Lot Inspection and Maintenance of Private On-Site Stormwater Management Facilities Agreement Declaration of Covenants as of this 10th day of June, 2018.

WITNESS/ATTEST:

[Signature]

OWNER:

Christopher Pointe Venture, LLC, a Maryland limited liability company

By: W. Kent Chadwick (SEAL)
W. Kent Chadwick, Managing Member

STATE OF MARYLAND
CHARLES COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of July, 2018, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Kent Chadwick, Managing Member of Christopher Pointe Venture, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his duly authorized act on behalf of said Company.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My commission expires: May 16, 2019

MARYLAND
The Doctrine of After-Acquired Title

It is a generally accepted principle in the law of conveyancing that a deed may have the effect of passing to the grantee a title subsequently acquired by the grantor. The grantor who executes a deed purporting to convey land to which he has no title or to which he has a defective title at the time of conveyance will not be permitted, when he afterwards acquires a good title to the land, to claim in opposition to his deed. This principle is based upon the ancient doctrine that such a deed operates upon the after-acquired title by way of estoppel. It has been stated that the title vests by operation of law or by inurement as soon as it is acquired by the grantor, without the need of judicial aid, in order to prevent circuity of action. It has also been stated that the doctrine applies regardless of whether the grantor assumed to convey title by fraud or by mistake. Armour Realty Co. v. Carboy, 124 N.J.L. 205, 11 A.2d 243; Donohue v. Vosper, 189 Mich. 78, 155 N.W. 407; Breen v. Morehead, Tex.Civ.App., 126 S.W. 650; 3 American Law of Property, sec. 15.21.

Easement by Prescription

- In order to establish an easement by prescription, the claiming party must demonstrate adverse, exclusive, continuous, and uninterrupted use for more than twenty years. _Furman E. Hendrix, Inc. v. Hanna_, 250 Md. 443, 445, 243 A.2d 600, 601 (1968).

- A prescriptive easement is adverse —not meaning controversial—when its use is without permission; and exclusive does not mean solely, but against the rights of the public. _Cox v. Forrest_, 60 Md. 74, 77-78 (1883).

- The biggest battle with easement by prescription is proving that you did not have permission for the entire statutory period of time.
Implied Easement

- An easement is implied to the purchaser of a property when the use is such that it would be classed as continuous and apparent, and necessary to the reasonable enjoyment of the property conveyed. *Johnson v. Robinson*, 26 Md. App. 568, 578–79, 338 A.2d 88, 93 (1975) quoting *Dalton v. Real Estate and Imp'vt Co.*, 201 Md. 34, 46, 92 A.2d 585, 591 (1952).


- An implied easement is based upon the presumed intention of the parties and the surrounding circumstances rather than the language in a deed.
Easement by Necessity

- Easements of necessity are based upon the public policy that favors the full utilization of land and the presumption that parties do not intend to render land unfit for occupancy. *Condry v. Laurie*, 184 Md. 317, 321, 41 A.2d 66, 68 (1945).
- For an easement by necessity to exist the dominate parcel and the serviant parcel must at some point in the past have been owned by the same person. *Johnson* at 91 (1975).
- However, the necessity ceases when another outlet to a public road is available without unreasonable trouble and expense. *Greenwalt v. McCardell*, 178 Md. 132, 139, 12 A.2d 522, 525 (1940) citing *Burns v. Gallagher*, 62 Md. 462, 470 (1884).