

RECREATION AND LANDSCAPING

"FLANDERS Section One (4 sheets)"

34572

7/28/86 Co. Clerk

THIS AGREEMENT, made this 22<sup>nd</sup> day of May, 1986, by and between THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as "County"), and RAYMOND T. MURPHY and PATRICIA W. MURPHY, his wife, or assigns, (hereinafter referred to as "Owners"), witnesseth:

WHEREAS, Owners are seeking to have a proposed subdivision plat finally approved by the Planning Commission of Carroll County; and

05-27-86 4:25 P  
REC FEE  
TTL 0.00  
CL-6 1A6395

WHEREAS, Carroll County Planning Commission requires Owners to enter into a written agreement wherein Owners agree, inter alia, to construct and maintain certain improvements; and

WHEREAS, the Owners have obtained a contract to perform the construction of the required improvements from a contractor qualified by the County to perform the required work for a total of Ten Thousand, Nine Hundred Twenty-Five Dollars (\$10,925.00); and

WHEREAS, Owners and County have consented and agreed to enter into this Agreement believing it to be to their mutual benefit, which Agreement is intended to be recorded among the Land Records of Carroll County at County's expense.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set forth, County and Owners, for themselves, their respective successors and personal representatives, do hereby mutually covenant, promise and agree as follows:

- 1. Owners shall, within one (1) year from the date of execution of this Agreement by County, construct or cause to be constructed all of the improvements (hereinafter "Improvements")

as set forth in detail on the drawing entitled "Open Space Facilities Plan" and shall provide landscaping in the form of trees as described on the drawing entitled "Grading Plan Site Plan Data" (Sheet 5A of 9) (hereinafter referred to as "Drawings") on file with Carroll County Departments of Planning and Public Works.

2. Owners shall construct Improvements in accordance with the standards normally incorporated in projects of this nature and to the satisfaction of County. County shall only make reasonable requirements of Owners under the provisions of this paragraph, and then shall make requirements of Owners only if there is an ambiguity in the requirements as shown on the Drawings; or in the requirements incorporated in the Drawings; or, if there are no requirements either in the Drawings or incorporated in the Drawings.

3. Owners shall proceed with construction of Improvements in accordance with normal inspection procedures employed by County.

4. Should Owners breach any of the provisions of this Agreement, County may treat this Agreement and the recording of said Record Plat as an irrevocable offer to convey unto County Improvements to be conveyed to County as shown on Drawings, binding on Owners' successors in title to Improvements.

5. Owners agree to obtain all easements reasonably necessary for the construction and maintenance of Improvements, in form and cost satisfactory to County.

6. Owners shall furnish to the County a Bond or Letter of Credit in a form satisfactory to County in the amount of Twelve Thousand, Seventeen Dollars and Fifty Cents (\$12,017.50), running to County as obligee thereunder, and conditioned upon the faithful performance of this Agreement and further conditioned upon the payment by Owner of all charges, liens, and indebtedness incurred in, by reason of, or due to the making of such Improvements or the execution of this Agreement.

7. Owners shall maintain Improvements at Owners' expense until they are accepted by County.

8. Upon breach of this Agreement by Owners, County may make or complete the Improvements and the Owners shall be liable for the reasonable and necessary cost thereof including actual damages incurred by County as a result of Owners' breach.

9. Owners shall indemnify and hold harmless County from any and all claims, actions, and demands whatsoever arising from the making of Improvements by Owners.

10. Owners warrant that Owners hold fee simple title to the property shown on Record Plat and that all parties having any right or interest of record in said property have joined herein. Owners present, herewith, a Certificate of Title signed by an attorney licensed to practice law in the State of Maryland covering a period of at least sixty (60) years prior to the date of said Certificate certifying to County that Owners then holds good and merchantable title.

11. The undersigned, whether mortgagees, judgment holders, or other lien holders, if any, join herein for the purpose of consenting for themselves and those claiming under them to the provisions of Paragraph Nos. 4 and 13 hereof and agree that any sale or conveyance made as a result of their respective mortgages, judgments, or liens shall be made subject to the provisions of this paragraph. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Owners hereunder.

12. This Agreement may not be assigned without the prior written consent of County which said consent shall not be unreasonably withheld.

13. Owners, for themselves, their personal representatives, successors or assigns, grant County, its agents and employees, an irrevocable right to enter upon those portions of Flanders Subdivision property upon which Improvements are to be constructed hereunder.

14. The provisions of this Agreement shall not be deemed merged in the execution and delivery by Owners to County of a deed for the Improvements but shall survive in full force and effect, nor shall County thereby be deemed to have waived any of its rights at law or in equity against Owners, except as specifically set forth herein.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland,

ATTEST:

Virginia R. Black (SEAL)  
Virginia R. Black, Clerk

John L. Armacost (SEAL)  
John L. Armacost, President

J. Jeffrey Griffith (SEAL)  
J. Jeffrey Griffith  
Vice-President

William V. Lauterbach, Jr. (SEAL)  
William V. Lauterbach, Jr.  
Secretary

County

Witness: [Signature] (SEAL)  
Witness: [Signature]

Raymond T. Murphy (SEAL)  
Raymond T. Murphy

Witness: [Signature] (SEAL)  
Witness: [Signature]

Patricia W. Murphy (SEAL)  
Patricia W. Murphy

Owners

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the State of Maryland

John J. Davis (SEAL)  
Witness: [Signature] John J. Davis  
Executive Vice-President

Mortgagee

Approved as to legal sufficiency:

*Charles W. Thompson, Jr.*  
Charles W. Thompson, Jr.  
County Attorney

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of May, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN L. ARMACOST, J. JEFFREY GRIFFITH, and WILLIAM V. LAUTERBACH, JR., who acknowledged themselves to be the President, Vice-President, and Secretary, respectively, of THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, and that they, as such President, Vice-President, and Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the body corporate and politic by themselves as President, Vice-President, and Secretary, respectively.

Witness my hand and Notarial Seal.

*Wignar R. Black*  
Notary Public  
My Commission expires 7/1/86

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of May, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND T. MURPHY and PATRICIA W. MURPHY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and severally acknowledged that they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal.

Muri L. H.  
 Notary Public  
 My Commission expires 7/1/88

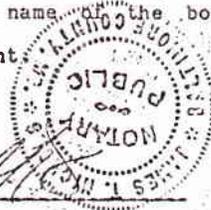


STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 22<sup>ND</sup> day of May, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN J. DAVIS, who acknowledged himself to be the Executive Vice-President of KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the State of Maryland, and that he, as such Executive Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the body corporate by himself as Executive Vice-President.

Witness my hand and Notarial Seal.

[Signature]  
 Notary Public  
 My Commission expires 7/1/88



RECEIVED IN  
 CIRCUIT COURT  
 CARROLL CO., MD.  
 MAY 21 3 33 PM '86  
 LARRY W. HILEY