

**THIS DEED**, made this 17th day of November, 1995, by and between **RIVER DOWNS PARTNERSHIP**, A Maryland General Partnership, Grantor; **RIVER DOWNS GOLF COURSE LIMITED PARTNERSHIP**, A Maryland Limited Partnership; and **RIVER DOWNS HOMEOWNERS ASSOCIATION, INC.**, A Maryland Corporation; and **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, Grantee.

**WHEREAS, THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, propose to accept into the County Roads System for the roadbeds of **Lawndale Road, East Lawndale Road, and Prestwick Court** all those tracts or parcels of land located in the **Fourth (4th) Election District of Carroll County, Maryland**, hereinafter set forth; and

**WHEREAS**, Grantor desires to convey unto **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, the hereinafter described property; and

**WHEREAS**, the acceptance of said roadbeds will be of material benefit to the within Grantor as well as other adjoining property owners and the general public.

**NOW, THEREFORE, THIS DEED WITNESSETH**, that for and in consideration of the sum of Zero Dollars (\$0.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, its successors and assigns, forever in fee simple, all of the following tracts or parcels of land situate in the Fourth (4th) Election District of Carroll County, Maryland:

1. 3.4939 acres of land, more or less, being known and designated as **LAWNDALE ROAD** on the plats entitled "Section One (A Cluster Subdivision) RIVER DOWNS" (Sheets 1-4 of 6), which Plats are recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 37, Pages 69-72.

2. 0.2798 acres of land, more or less, being known and designated as **EAST LAWNDALE ROAD** on the plats entitled "Section One (A Cluster Subdivision) RIVER DOWNS" (Sheets 1 and 2 of 6), which Plats are recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 37, Pages 69-70.

3. 1.1374 acres of land, more or less, being known and designated as **PRESTWICK COURT** on a plat entitled "Amended Plat of Parcels J and H Section One (A Cluster Subdivision) RIVER DOWNS", which Plat is recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 38, Page 63.

**BEING** portions of the same land conveyed unto River Downs Partnership by Deeds from Equitable Bank, N.A., Personal Representative of the Estate of John McC. Mowbray, and Jack S.

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Griswold dated October 14, 1988 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1113, Folio 863; and from James H. Morton, June E. Morton, Mary L. Stevens and Caroline R. Kummer dated September 1, 1989, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1166, Folio 501.

**IT** is the intention of the Grantor by this Deed to hereby convey to the Grantee the entire areas encompassed by the aforementioned areas of dedication as shown on the aforementioned subdivision plat, without regard to the extent of any actual paving of such roads or portions thereof, SUBJECT TO the following:

1. An easement hereby reserved running with the lands of River Downs Golf Course Limited Partnership, previously or hereafter conveyed to said River Downs Golf Course Limited Partnership for the operation of the River Downs Golf Course as now planned or hereafter revised or expanded, for the construction, maintenance and use of a golf cart tunnel on, under, below, through and upon so much of Lawndale Road hereby conveyed as lies within fifty (50) feet of the "Centerline of Cart Path Ease." identified as P1 on a plat entitled "Sheet 2 of 6 Section One (A Cluster Subdivision) RIVER DOWNS" which plat is recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 37, Page 70. River Downs Golf Course Limited Partnership, its successors and/or assigns, may construct and maintain golf course tunnels within said easement areas to provide for golf cart crossing in accordance with plans approved by the Carroll County Department of Public Works. River Downs Golf Course Limited Partnership shall allow no improvements or other structures to be placed in the easement area except for paving and other improvements, approved by Grantee, associated with the golf cart crossing. River Downs Golf Course Limited Partnership shall maintain the area to be used solely as a golf cart tunnel and for no other purpose.

River Downs Partnership hereby expressly reserves for the benefit of River Downs Homeowners Association, Inc., its successors and assigns, the right to require River Downs Golf Course Limited Partnership, its successors and assigns, to control access to any golf cart tunnels during off hours by appropriate signage, or the installation of gates or other devices to prohibit entry, if necessary. Before making demand hereunder, River Downs Homeowners Association, Inc. shall make reasonable attempts to address any problem relating to the tunnels during off hours, including but not limited to contacting the local law enforcement agency in an attempt to bring any isolated matters under control. If a pattern of undesirable use during off hours continues, the River Downs Homeowners Association, Inc. shall first provide River Downs

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Golf Course Limited Partnership with written notice in detail of the nature of the problem and the efforts made to resolve the problem. If the problem is not resolved by River Downs Golf Course Limited Partnership within sixty (60) days after this written notice is given River Downs Homeowners Association, Inc. shall give River Downs Golf Course Limited Partnership a second written notice and River Downs Golf Course Limited Partnership shall then be required to take remedial action as described above. In the event that any remedial action demanded hereunder by River Downs Homeowners Association, Inc. requires the installation of signage, gates or other devices, it shall be the responsibility of River Downs Homeowners Association, Inc. to pay for such items and the installation thereof. It shall be the responsibility of River Downs Golf Course Limited Partnership to supervise the design, purchase and installation thereof and to perform routine maintenance and repair of these items; and to exclusively control the daily locking or securing of the tunnel so as not to interfere with the orderly operation of the golf course. The cost of replacement signage, gates or other devices shall be the responsibility of River Downs Homeowners Association, Inc. Any signs, gates or structures to be installed pursuant hereto, shall require the approval of the Architectural Committee of River Downs Homeowners Association, Inc.

2. An easement hereby reserved running with the lands of River Downs Golf Course Limited Partnership, previously or hereafter conveyed for the operation of the River Downs Golf Course as now planned or hereafter revised or expanded, in accordance with plans approved by the Carroll County Department of Public Works, for the construction, maintenance, repair, replacement and use of existing at-grade golf cart path crossings on, through and upon so much of East Lawndale Road as lies within fifty (50) feet of the southern right-of-way line of Lawndale Road as shown on the plat entitled "Sheet 2 of 6 SECTION ONE (A Cluster Subdivision) RIVER DOWNS" which plat is recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 37, Page 70; and within fifteen (15) feet of "CL 30' Wide Golf Cart Path Easement" of Prestwick Court as shown on the plat entitled "Amended Plat of Parcels J and H Section One (A Cluster Subdivision) RIVER DOWNS" which is recorded among the Land Records of Carroll County in Plat Book L.W.S. No. 38, Page 63.

3. An easement hereby reserved running with the lands of River Downs Golf Course Limited Partnership, previously or hereafter conveyed to said River Downs Golf Course Limited Partnership for the operation of the River Downs Golf Course as now planned or hereafter revised or expanded, for the construction, maintenance and use of underground water lines in connection with the golf course irrigation system within and below the property hereby conveyed, provided, however, that in

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the event of replacement or repair requiring digging or other construction activity River Downs Golf Course Limited Partnership shall restore, as nearly as possible, the property to its original condition, including the back filling of trenches and re-seeding of grass areas and the restoration of the roadbed and road surface. Said irrigation lines shall be installed no less than four (4) feet below the design grade of the public streets as shown on the plats referenced herein above and shall not be used or maintained in any way inconsistent with use of the property as a public street. River Downs Golf Course Limited Partnership agrees to relocate any irrigation line within the property hereby conveyed either horizontally or vertically as relocation, reconstruction, or repair of the public roads may require, upon written notice by Grantee, or its assigns.

4. An easement hereby reserved running with Grantor's land, and the adjacent lands previously or hereafter conveyed to River Downs Golf Course Limited Partnership for the operation of the River Downs Golf Course as now planned or hereafter revised or expanded, in perpetuity for the benefit of Grantor and River Downs Golf Course Limited Partnership, their respective successors and assigns, and the River Downs Homeowners Association, Inc., to construct, install, erect, maintain, repair, replace, illuminate and otherwise service an entrance wall and sign located within the property hereby conveyed near the intersection of Lawndale Road and Maryland Route 91; provided, that said entrance sign and wall, and any material modification or relocation thereof, shall be located and constructed in accordance with plans and specifications approved by the Carroll County Department of Public Works. The maintenance of said entrance sign and wall shall include, but not be limited to, landscaping, trimming, pruning, mowing, irrigating, painting, mulching or grading necessary to keep said entrance sign in a neat and presentable manner. River Downs Homeowners Association, Inc. does hereby assume full responsibility for maintaining said entrance sign and wall in a neat and presentable manner, at all times, at its sole expense.

5. An easement hereby reserved running with Grantor's land in perpetuity for the benefit of River Downs Partnership, its successors and assigns, and specifically the River Downs Homeowners Association, Inc., to construct, install, erect, use, maintain, repair, replace and otherwise service street lights and electrical lines and connections relating thereto within the property hereby conveyed; provided that said street lights and related facilities, and any material modification or relocation thereof, shall be located and constructed in accordance with plans and specifications approved by the Carroll County Department of Public Works. Any and all expenses relating to the street lights shall be the sole and exclusive responsibility of the River Downs Homeowners

Association, Inc.

**AND** the said Grantor hereby further grants to **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, the right to construct, use and maintain such pipes, culverts and drainage structures as it deems necessary to construct for the purpose of draining such roads or avenues together with the right to create and maintain on its land adjacent thereto such slopes as are necessary to support and retain said roadbeds and/or adjacent land at the grades of said roads as now located or proposed, and the further right to erect, maintain and remove snow fences adjacent to said roads or avenues on the property of the Grantor herein, with the right of ingress and egress therefor.

**TO HAVE AND TO HOLD** the land and premises above described and mentioned and hereby intended to be conveyed unto and to the use and benefit of **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, its successors and assigns, forever in fee simple, subject to the reservations expressly set forth hereinabove.

**THE PARTIES** hereto certify that there was no actual monetary consideration for the transfer of the hereinabove described property.

**AND** the said Grantor does hereby expressly release **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, its officers, agents and employees from any and all damages whatsoever, incident to or that may result from the laying out, construction, relocation and maintenance of said roads, provided the work done in connection therewith is performed in accordance with accepted workmanlike practices.

**AND** the said Grantor hereby specifically acknowledges that it is its intent to convey the hereinbefore described property in fee simple and that Grantee may use the property for any purpose notwithstanding any language of limitation or dedication contained herein or elsewhere, except for any use which may be inconsistent with the reservations set forth hereinabove.

**AND** the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.


**AS WITNESS** the corporate name and seal of the Grantor herein by the signature of **RICHARD A. MOORE**, the President of Gaylord Brooks Investment Co., Inc., General Partner of Gaylord River Downs Limited Partnership, a General Partner; and the

duly authorized partners and/or agents of River Downs Golf Course Limited Partnership and River Downs Homeowners Association, Inc.

RIVER DOWNS PARTNERSHIP,  
A Maryland General Partnership

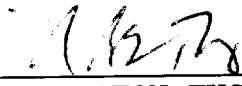
BY: GAYLORD RIVER DOWNS  
LIMITED PARTNERSHIP,  
General Partner

BY: GAYLORD BROOKS INVESTMENT  
CO., INC., General Partner

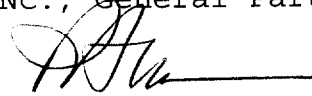
By:  (SEAL)  
RICHARD A. MOORE, President

RIVER DOWNS GOLF COURSE LIMITED  
PARTNERSHIP

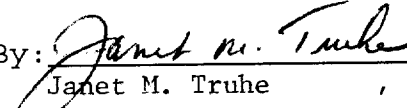
BY: GOLFSOUTH CAPITAL, INC.,  
General Partner

By:  (SEAL)  
N. BARTON TUCK, JR., Chairman

BY: GAYLORD BROOKS INVESTMENT CO.,  
INC., General Partner

By:  (SEAL)  
RICHARD A. MOORE, President

RIVER DOWNS HOMEOWNERS ASSOCIATION,  
INC.

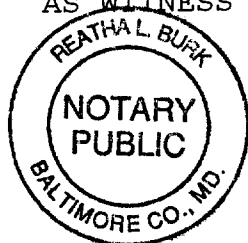
By:  (SEAL)  
Janet M. Truhe, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30<sup>TH</sup> day of OCTOBER, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **RICHARD A. MOORE**, who acknowledged himself to be the President of **GAYLORD BROOKS INVESTMENT CO., INC.**, which is General Partner of Gaylord River Downs Limited Partnership, General Partner of River Downs Partnership, a Maryland General Partnership, and which is also General Partner of River Downs Golf Course Limited Partnership,

and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President; and further certified that this conveyance is not a part of a transaction in which there is a sale of all or substantially all the property and assets of said Corporation and he further acknowledged and certified that the consideration paid or to be paid for the foregoing conveyance is as set forth herein above.

AS WITNESS my hand and Notarial Seal.



Reatha L. Burk  
Notary Public  
My Commission Expires: 1/1/96

STATE OF S. C., COUNTY OF Greenville, to wit:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of Oct., 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **N. BARTON TUCK, JR.**, Chairman of **GOLFSOUTH CAPITAL, INC.**, General Partner of **RIVER DOWNS GOLF COURSE LIMITED PARTNERSHIP**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Barbara C Alexander  
Notary Public  
My Commission Expires: 7.24.2000

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 2nd day of November, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Janet Trube, who acknowledged <sup>her</sup> ~~himself~~ to be the President of **RIVER DOWNS HOMEOWNERS ASSOCIATION, INC.**, a Maryland Corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President; and further certified that this conveyance is not a part of a transaction in which there is a sale of all or substantially

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all the property and assets of the grantor Corporation and he further acknowledged and certified that the consideration paid or to be paid for the foregoing conveyance is as set forth herein above.

AS WITNESS my hand and Notarial Seal.

Lana L. Semmes  
Notary Public  
My Commission Expires: 11-1-98

ACCEPTED AND APPROVED BY:

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

R. Patrick Hill  
BY: R. Patrick Hill  
Public Works Agreement Coordinator

Approved for legal sufficiency:

George A. Lahey  
County Attorney

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
MAR 2 2 35 PM '96  
DORIS SHIPLEY  
CLERK

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 this instrument.

FOR DEPOSIT ONLY  
COUNTY COMMISSIONERS  
OF CARROLL COUNTY  
CARROLL COUNTY BANK  
AND TRUST COMPANY.  
ACCT. # 01101891

John T. Maguire  
JOHN T. MAGUIRE, Attorney

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

Queen T. Price 11-20-95  
Date

Agricultural Transfer Tax in the  
Amount of \$ -0-1120.95  
L.C. White KP

MAR 12 1996 02:35 PM  
REGISTRATION FEE 0.00  
TR TAX STATE 0.00  
TOTAL 0.00  
RESPONSE REQUIRED 0.00  
LNS ONE DUA 1732 0.00

DEED EXHIBITED THIS 20 DAY  
OF Nov 19 95 TAX  
STAMP NOT REQUIRED

Eugene P. Cuyler, Jr.  
COLLECTOR

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