

DECLARATION OF PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT AND MAINTENANCE OBLIGATIONS

"Section Two (A Cluster Subdivision) RIVER DOWNS" (5 Sheets)
(Public Works Agreement No. F-92-107)

THIS DECLARATION OF PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT AND MAINTENANCE OBLIGATIONS, made this 10th day of October, 1994, by RIVER DOWNS PARTNERSHIP, a Maryland General Partnership (hereinafter referred to as "Owner") and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees, and THE BANK OF BALTIMORE, Beneficiary (hereinafter collectively referred to as "Lenders").

WHEREAS, Owner intends to record a subdivision plat among the Land Records of Carroll County, Maryland, contemporaneously herewith, said plat entitled "Section Two (A Cluster Subdivision) RIVER DOWNS" (5 Sheets) (hereinafter referred to as the "Subdivision Plat"); and

IMP. FD. SURE \$ 2.00
RECORDING FEE 20.00
TOTAL Plat 22.00
Reg # CR82 Rct # 10226
LWS CMC Bk # 2302
Oct 18, 1994 01:43 PM

WHEREAS, as a condition of approval of the Subdivision Plat by Carroll County, Maryland, Lots 42, 43, 44, 45 and 46 (hereinafter referred to as "Lots") are required to and restricted to using a certain common access area (designated as "30' WIDE INGRESS AND EGRESS EASEMENT TO LOTS 42 THRU 46 AS PER P.W.A." and also designated as "Fenwick Drive") as set forth on Sheets 1 and 3 of the aforementioned Subdivision Plat (hereinafter referred to as "Common Access Area") to Muerfield Court, as shown on the aforementioned Subdivision Plat; and

WHEREAS, as a further condition of the recordation of the aforementioned Subdivision Plat, Carroll County has required the Owner to fix the maintenance obligation of the Lots serviced by the Common Access Area; and

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WHEREAS, Elizabeth M. Wright and Ellen H. Wood Boyer, Trustees for the benefit of The Bank of Baltimore, have secured a loan to Owner with property which wholly or in part is set forth on the aforementioned Subdivision Plat by way of a Deed of Trust dated November 8, 1993 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1527, Folio 826; and

WHEREAS, Lenders join herein for the purpose of assenting to this Declaration and by such joinder do hereby agree to subject any sales of the aforementioned Lots on foreclosure to the legal operation and effect hereof.

NOW THEREFORE, THIS DECLARATION OF MAINTENANCE OBLIGATIONS, WITNESSETH, that for and in consideration of the premises and of the acceptance of the aforesaid Subdivision Plat by Carroll

County, Maryland, the said Owner hereby makes this Declaration and it does declare and agree as follows:

1. LEGAL EFFECT. All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every of the aforesaid Lots; shall create reciprocal rights and obligations between and/or among the respective Owner of the aforesaid Lots and privity of contract and estate between and/or among all Owners, their respective personal representatives, successors and assigns; and shall as to the Owner of each and every of the aforesaid Lots, their respective personal representatives, successors and assigns, operate as covenants running with the land, for the benefit of each other of the aforesaid Lots.

2. FORECLOSURE. The parties hereto agree that should any of the aforesaid Lots be sold under a foreclosure or by deed in lieu of foreclosure or sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

3. CREATION AND USE OF EASEMENT. The Owner for itself, its successors and assigns does hereby create and establish an Easement as herein set forth (hereinafter referred to as the "Easement") on, across, above and below the Common Access Area, and for the sole benefit of the Lots designated herein, subject to the terms and conditions of this Declaration. The Easement shall be used for the purpose of vehicular and pedestrian ingress and egress to the Lots and for the installation and maintenance of utilities, storm water sewers, surface drains and storm water management devices and shall be maintained as such. The parking or stopping of vehicles and the erection of buildings or any other structures of any kind in, on or over the Easement are specifically prohibited.

4. MAINTENANCE OF EASEMENT:

a. General Maintenance. The Easement shall at all times be maintained in a safe, clean and orderly condition and in good repair. Such maintenance shall include, but shall not be limited to, removal of snow and ice, mowing of grass shoulders and the repair and replacement of the surface.

b. Responsibility for Maintenance. The owner or collective owners of each of the lots benefited by the Easement shall be responsible for maintenance of the Easement area as described below. All maintenance or improvements shall be determined by the agreement of a majority of the owners of the lots benefited by the Easement, provided however that the collective owners of each lot shall be entitled to one collective vote.

c. Cost of Maintenance. The maintenance obligation will commence at the aforementioned Muerfield Court and be divided equally by the number of lots using the Common Access Area to a point where a lot's driveway exits the same Common Access Area. The maintenance obligation will continue and be divided equally by the number of lots using the Common Access Area from this point of exit to the next point of exit and so on. The intention is that the maintenance of the Common Access Area will be paid by those lot owners so using the said Common Access Area for the portion so used; PROVIDED, HOWEVER, that any "driveway pullovers" and "turn arounds" shown on Subdivision Plat, or actually in existence, shall be deemed used by all lots, and the costs of maintenance thereof shall be divided equally among all lot owners.

d. Payment of Maintenance Costs. The obligation to share in the costs of maintenance of the Easement shall constitute a binding personal obligation of each lot owner benefited thereby. Each lot owner shall contribute its share of the costs of such maintenance within fifteen (15) days after notice of the cost and the amount thereof. Such notice shall include copies of invoices substantiating the maintenance cost. Failure to contribute to maintenance costs as provided herein shall subject the lot of such defaulting owner to a lien (enforceable in the same manner as a mortgage).

5. DAMAGE FROM CONSTRUCTION. Any and all damage to the Easement or any Lot occasioned by or in connection with any construction or other activity by any lot owner, construction company, or other agent of the lot owner, shall be repaired by the lot owner responsible therefore at its sole cost and expense and without contribution from any other lot owner and said expense shall constitute a lien upon the real property as described above.

6. MINIMUM DRIVEWAY STANDARDS. The minimum maintenance obligation herein established shall be to maintain the Common Access Area in accordance with the original requirements of Carroll County, Maryland, applicable thereto.

7. BINDING EFFECT. Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid Lots is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person and/or entity acquired such interest in the aforesaid Lots.

8. PARKING/STORAGE PROHIBITED. As certain portions of the Common Access Area are, or may be, necessary for use by emergency equipment, parking and/or storage of any personal property, particularly vehicles on "driveway pullovers" or "turn around"

areas, as shown on Subdivision Plat or actually in existence, is hereby prohibited and the owner of any lot may enforce, by injunction, this restriction and/or recover damages for a violation of this restriction, including the cost of reasonable attorneys' fees expended in enforcing this restriction.

9. ENFORCEMENT BY CARROLL COUNTY. The covenants, conditions and agreements contained herein may be enforced by the County Commissioners of Carroll County, a body corporate and politic of the State of Maryland ("County"), or its successor, as though it were an owner of a lot for the purpose of providing for emergency service protection. The power of the County to enforce this Declaration shall not be deemed to create County's obligation to act, or any liability for either acting or not acting to enforce this Declaration. Each owner of a lot, by accepting a deed or other conveyance of Lot, expressly agrees to indemnify and hold harmless County from any and all claims, actions, and demands whatsoever arising from the provisions of this Declaration.

10. PRIVATE REMEDIES.

a. Legal Action. Each owner of a lot benefited by the Easement may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Declaration. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Declaration, including reasonable attorneys' fees and expenses, shall be assessed against the owner of the lot against whom a decision is rendered.

b. Other Remedies. The legal actions specified herein are not intended to limit any parties' available remedies at law or in equity. Failure of any party to enforce this Declaration or to enforce any available remedy under this Declaration shall not constitute a waiver by that party of any right available to it upon future occurrence or continuance of the same or a different violation.

11. EFFECTIVE LIEN. Any lien provided for above shall not be valid as against a bona fide purchaser (or bona fide lienor) of the Lot in question unless a suit to enforce the same shall have been filed in a Court of record in Carroll County prior to the recordation among the Land Records of Carroll County of the Deed (or lien) conveying the Lot in question to such purchaser (or subjecting the same to such lien).

12. CAPTIONS. The captions of this Declaration are inserted for convenience only and do not constitute a substantive portion of this Declaration.

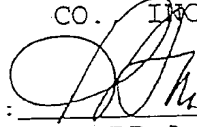
13. NOTICES. Every notice, approval, consent or other communication authorized or required by this Declaration shall not be effective unless the same shall be in writing and hand delivered or sent postage prepaid by United States Registered or Certified Mail, return receipt requested, directed to the addressee thereof at its address appearing in the Real Estate Tax Assessments Records of Carroll County with respect to the lot owned by such addressee or such other address as any party subject to this Declaration may designate to the sender of any such communication by notice given in accordance with this Section.

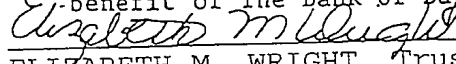
AS WITNESS the name of RIVER DOWNS PARTNERSHIP by its General Partner, GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, by its General Partner, GAYLORD BROOKS INVESTMENT CO., INC., by the signature of RICHARD A. MOORE, its President; and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees, and THE BANK OF BALTIMORE by its duly authorized officer.


RIVER DOWNS PARTNERSHIP,
A Maryland General Partnership

BY: GAYLORD RIVER DOWNS
LIMITED PARTNERSHIP,
General Partner

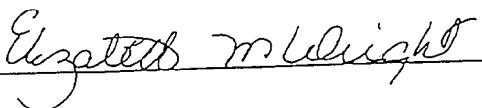
BY: GAYLORD BROOKS INVESTMENT
CO. INC., General Partner

By:  (SEAL)
RICHARD A. MOORE, President

Owner
Either Trustee has signatory authority under
Section 10.5 of said Deed of Trust for the
benefit of the Bank of Baltimore
 (SEAL)
ELIZABETH M. WRIGHT, Trustee for
the benefit of The Bank of
Baltimore

 (SEAL)
ELLEN H. WOOD BOYER, Trustee for
the benefit of The Bank of
Baltimore

THE BANK OF BALTIMORE

By:  (SEAL)

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. MOORE, President of GAYLORD BROOKS INVESTMENT CO., INC., General Partner of GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, General Partner of RIVER DOWNS PARTNERSHIP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel
Notary Public CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission expires: October 13,

STATE OF MARYLAND, COUNTY OF Baltimore: To Wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH M. WRIGHT, Trustee for the benefit of THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

Cheryl L. Zaydel
Notary Public CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: October 13, 19

STATE OF MARYLAND, COUNTY OF _____: To Wit:

I HEREBY CERTIFY that on this ____ day of _____, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELLEN H. WOOD BOYER, Trustee for the benefit of THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, COUNTY OF Baltimore : To Wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elizabeth M. Wright, Senior Vice President of THE BANK OF BALTIMORE, 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.

Cheryl L. Zaydel
Notary Public
My Commission Expires:

CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13, 1995

RECORDED
INDEXED
OCT 19 2 05 PM '94

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BOOK 643 PAGE 150

THIS DEED OF EASEMENT, made this 13th day of October, in the year nineteen hundred and ninety-four, by and between RIVER DOWNS PARTNERSHIP, a Maryland General Partnership, Grantor; ELIZABETH M. WRIGHT, and ELLEN H. WOOD BOYER, Trustees, and THE BANK OF BALTIMORE, Beneficiary; and THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, Grantee.

WHEREAS, Grantor owns land which Grantor has expressed an intent to develop by subdividing the land or other development; and

WHEREAS, Grantor's land is in an area which is a tributary of a County reservoir, planned reservoir, or other public water supply which needs to be protected from certain environmental changes based upon environmental and engineering studies; and

WHEREAS, Grantor's plans for development would adversely impact these existing or potential public water supply sources without certain protective measures being taken; and

WHEREAS, Grantor is willing to grant an easement as hereinafter described as a condition of Grantor's authority to develop and as a benefit to Grantor's land and the community; and

IMP FD SURE \$ 0.00
RECORDING FEE 0.00
RECORDATION I 0.00
LHS CMC BLK#2300

WHEREAS, the Water Resource Protection Easement as "Section Two (A Cluster Subdivision) RIVER DOWNS" (5 Sheets) extends one hundred feet (100') on each side of any designated stream bed of the property; and

WHEREAS, ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees for THE BANK OF BALTIMORE, Beneficiary, have secured a loan to Owner by property which wholly or in part is set forth on the aforementioned subdivision plats, said Deed of Trust dated November 8, 1993, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1527, Folio 826 &c.; and

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor, Trustees and Beneficiary do hereby grant unto THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, its successors and assigns, a watershed protection and conservation easement, in, on, over, under, upon, above, below, through and upon so much of Grantor's property as is shown on the Plats entitled "SECTION TWO (A Cluster Subdivision) RIVER DOWNS" (Sheets 1-5), and identified thereon as "WATER RESOURCES EASEMENT" (hereinafter the "Easement Area"), which Plats are to be recorded among the Land Records of Carroll County simultaneously herewith in Plat Book L.W.S. No. 39, Pages 087 - 091; so that said easement area is subject

to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude upon the easement area.

BEING an easement binding portions of the land conveyed unto River Downs Partnership as follows:

1. By Deed from Equitable Bank, N.A., Personal Representative of the Estate of John Mc.C. Mowbray, and Jack S. Griswold, to Grantor dated October 14, 1988 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1113, Folio 863.

2. By Deed from James h. Morton, June E. Morton, Mary L. Stevens and Caroline R. Kummer, to Grantor dated September 1, 1989 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1166, Folio 501.

AND the Grantor covenants for and on behalf of itself, its successors and assigns, with the Grantee, its successors and assigns to do and refrain from doing within the Easement Area all and any of the various acts hereinafter set forth, it being the intention of the parties that the Easement Area shall be preserved in a manner which protects the public water supply source and which includes the mandatory requirement to plant trees and other vegetation in accordance with plans approved by Grantee and to prevent the destruction and removal of anything of nature which grows there now or hereafter without approval of Grantee as to manner, form, extent, and any other aspect of removal whatsoever, except that Grantor expressly reserves the following rights:

1. To use those areas designated on the aforementioned subdivision plats for the River Downs golf course and in accordance with any Site Plan pertaining to construction, grading or similar activities for the River Downs golf course and approved by Carroll County Planning Commission ("Site Plan") and to provide for golf play, access, water lines, drainage and irrigation, golf course construction and maintenance, golf cart paths for the benefit of Grantor, its successors and assigns, and for the benefit of those golfers ultimately using the golf course for golf play.

2. To perform such grading and clearing as may be necessary and as shown on any such Site Plan to install and maintain golf cart paths, utilities for the benefit of the golf course or the residential subdivision, or any other installation or maintenance which is associated with the golf play course, establishment of the River Downs residential subdivision, or other rights or easements reserved to Grantor, including but not limited to such

other rights or easements as may be reserved to Grantor in any Deeds of Open Space to the County Commissioners of Carroll County or to a homeowners' association formed by or for Grantor and recorded or intended to be recorded among the Land Records of Carroll County.

3. To perform such trimming, mowing and tree topping as may be necessary and as shown on any such Site Plan to facilitate golf play and the movement of golfers through so much of the property as is designated for golf course use on the aforementioned subdivision plat.

4. Maintain access to so much of the Easement Area as may be necessary for owners of lots in the subdivision to have access to their lots, and for golfers to pursue errant golf balls, and for golf course personnel to carry out proper maintenance, supervision and repair of the golf course, associated improvements and activities.

AND the Grantor covenants for and on behalf of itself, its successors and assigns, with the Grantee, its successors and assigns to do and refrain from doing within the Easement Area all and any of the various acts hereinafter set forth, it being the intention of the parties that the said Easement Area shall be preserved in a condition which acts to protect the public water supply source and includes without limitation the mandatory requirement to plant trees and other flora as determined necessary by Grantee and to prevent the destruction and removal of anything of nature which grows there now or hereafter without approval of Grantee as to manner, form, extent, as any other aspect of removal whatsoever; furthermore it is the intent of the parties hereto that these covenants be deemed to be and construed as real covenants running with the land.

AND except as expressly reserved, Grantor hereby covenants and relinquishes the right to use the Easement Area herein described for any purpose except to preserve the natural flora thereon; except to the extent that additional flora may be planted thereon with prior approval of Grantee. Grantor further covenants and grants to the Grantee the right to enter the Easement Area hereinbefore described to insure the proper maintenance of this easement and further covenants to take such action as Grantee may require in furtherance hereof, to include without limitation the abatement of noxious weeds or other plants, not conducive to the maintenance of this Easement Area as a water supply protection and conservation area and to plant such flora as Grantee may hereafter direct within the time limits set by Grantee. And Grantor further relinquishes the right to dump ashes, sawdust, bark, trash, rubbish or any other material on the Easement Area.

AND the parties, for themselves, their heirs, personal representatives, successors and assigns, further covenant and agree as follows:

1. The Grantor shall manage the Easement Area in accordance with sound soil and water conservation practices so as to promote the capability of the land with the Easement Area to preserve water resources; and shall manage any woodland in accordance with sound forestry practices.

2. The Grantee or its authorized representative shall have the right to enter on the Easement Area from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained; provided, however, that the Grantee shall have no right to inspect the interior of any dwelling on the above described land.

3. That if the easement or any covenant, condition, limitation or restrictions herein contained is violated or breached, the Grantee may, after due notice to the Grantor, their heirs, personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described Easement Area to its condition prior to such violation or breach; to recover damages including attorney's fees; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.

4. If the Grantor has any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Easement Area, they may submit a written request to the Grantee for consideration and approval of such use.

5. That this easement does not grant the public in general any right of access or any right or use of the above described Easement Area.

6. That nothing herein contained shall relieve the Grantor, its successors or assigns, of the obligation to pay real estate taxes.

7. That this easement shall be in perpetuity, unless released by Grantee.

AND the Grantor further 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 interest hereby conveyed and that it will execute such further assurances of the same as may be required.

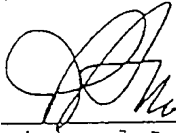
AND, Trustees and Beneficiaries join herein for the purpose of assenting to this Deed of Easement and by such joinder do hereby agree to subject any sales of the property hereby affected on foreclosure to the legal operation and effect hereof.

AS WITNESS the name of RIVER DOWNS PARTNERSHIP by its General Partner, GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, by its General Partner, GAYLORD BROOKS INVESTMENT CO., INC., by the signature of RICHARD A. MOORE, its President; and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees, and THE BANK OF BALTIMORE by its duly authorized officer.

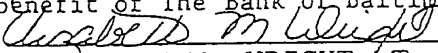
RIVER DOWNS PARTNERSHIP,
A Maryland General Partnership,

By: GAYLORD RIVER DOWNS
LIMITED PARTNERSHIP,
General Partner

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

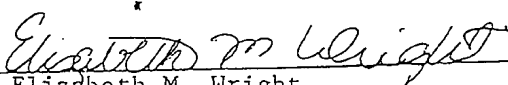
By: 
Richard A. Moore, President

Either Trustee has signatory authority under Section 10.5 of said Deed of Trust for the benefit of The Bank of Baltimore


ELIZABETH M. WRIGHT, Trustee under Deed of Trust in favor of The Bank of Baltimore

~~ELLEN H. WOOD BOYER, Trustee under Deed of Trust in favor of The Bank of Baltimore~~

THE BANK OF BALTIMORE

By: 
Elizabeth M. Wright

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. MOORE, President of Gaylord Brooks Investment Co., Inc., General Partner of Gaylord River Downs Limited Partnership, General Partner of River Downs 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.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel
Notary Public
My Commission Expires: October 13, 1995
CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13,

STATE OF MARYLAND, COUNTY OF Baltimore : To Wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH M. WRIGHT, Trustee under Deed of Trust in favor of THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS, my hand and notarial seal.

Cheryl L. Zaydel
Notary Public
My Commission Expires: October 13, 1995
CHERYL L. ZAYDEL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13,

STATE OF MARYLAND, COUNTY OF _____ : To Wit:

~~I HEREBY CERTIFY that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELLEN H. WOOD BOYER, Trustee under Deed of Trust in favor of THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.~~

~~AS WITNESS, my hand and notarial seal.~~

~~Notary Public
My Commission Expires:~~

STATE OF MARYLAND, COUNTY OF Baltimore : To Wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elizabeth M. Wright, senior vice president of THE BANK OF BALTIMORE, 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.

Cheryl L. Zaydel
Notary Public

My Commission Expires: **CHERYL L. ZAYDEL**
NOTARY PUBLIC STATE OF MARY
My Commission Expires October 13

Agricultural Transfer Tax in the
Amount of \$ 0.00 10/12/94
Signature J. C. White
JH

ACCEPTED AND APPROVED BY:
THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND
a body/corporate and politic of
the State of Maryland

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

Jacki Schaefer 10/13/94

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

Approved for legal sufficiency:

Laurell E. Taylor
Laurell E. Taylor
Assistant County Attorney

DEED EXHIBITED THIS 13 DAY
OF Oct 19 94 TAX
STAMP NOT REQUIRED

Eugene C. Culman B6
COLLECTOR

THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

John T. Maguire
John T. Maguire, Attorney

OCT 19 2 06 P.M. '94

249047

Utility Easement

BOOK 1643 PAGED 131

THIS DEED OF EASEMENT, made this 13th day of October, in the year nineteen hundred and ninety-four, by and between RIVER DOWNS PARTNERSHIP, a Maryland General Partnership, including its successors and assigns, Grantor (in the event this Deed involves two or more grantors, "Grantor" shall include and mean the plural hereinafter); and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees under Deed of Trust; and THE BANK OF BALTIMORE, a commercial bank, Beneficiary; and THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, including its successors and assigns, Grantee.

WHEREAS, Grantor holds title in fee simple to certain lands hereinafter described, by virtue of the following deeds:

1. Deed from Equitable Bank, N.A., Personal Representative of the Estate of John Mc.C. Mowbray and Jack S. Griswold, dated October 14, 1988, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1113, folio 863 &c.; and

2. Deed 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 &c.; and

IMP ED SURE 1 0.00
 RECORDING FEE 0.00
 RECORDATION 0.00
 TAX STATE 0.00
 TOTAL 0.00
 Rec#CR02 Ref#999999
 CO.OWAY
 LHS THE 099
 Oct 08, 1991 01:53 PM

WHEREAS, Trustees and Beneficiary have secured a loan by property which wholly or in part is set forth on the aforementioned Subdivision Plat, said Deed of Trust dated November 8, 1993, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1527, folio 826 &c.; and

WHEREAS, Trustees and Beneficiary join herein for the purpose of assenting to this Declaration and by such joinder does hereby agree to subject any sales of the aforementioned Lots on foreclosure, to the legal operation and effect hereof.

NOW THEREFORE, in consideration of the approval by Grantee of the Subdivision Plat entitled "Section Two (A Cluster Subdivision) RIVER DOWNS" (5 Sheets), recorded among the Land Records of Carroll County in Plat Book No. 39, folios 087, 088, 089, 090 and 091, located in the Fourth (4th) Election District of Carroll County; in consideration of the sum of One Dollar (\$1.00); and for other good and valuable consideration, the receipt of which is hereby acknowledged, the within Grantor, Trustees and Beneficiary hereby grant, release and confirm unto the within Grantee the drainage and utility easements and revertible slope easements shown on the aforementioned Plat, as delineated thereon graphically and in the "General Notes."

The easements are granted in perpetuity, for purposes indicated and purposes of constructing, maintaining, repairing, altering, extending, operating and removing above- and below-ground utility lines, pipes, drainage facilities and any accessories and

fixtures appurtenant thereto. All decisions concerning use of the easements for the purposes enumerated shall be made at the sole discretion of Grantee.

All utility lines, pipes, facilities, accessories and fixtures installed by, at the behest of Grantee, or for Grantee's benefit shall remain the sole property of Grantee.

Grantee may assign these easements, in whole or in part, at its sole option.

If, by future amendment to the subdivision plat or other means, there occurs a shift of any lot line or subdivision boundary line that is adjacent to or forms the center of easements, the location of the easements in question shall automatically shift so as to retain its original relationship to the lot or boundary line, without need of further deed or other instrument; PROVIDED, HOWEVER, to the extent Grantee has exercised any of its rights under these easements, Grantee shall continue to have the rights hereby granted despite any such shift.

Grantor shall perform routine maintenance, including mowing and snow removal as appropriate to the surface condition, unless Grantee determines otherwise.

Grantee shall have full and free use of the easements for the purposes named; but shall be under no duty to exercise any of those rights.

Grantee shall have the right, at all times and without prior notice, to cross Grantor's property as may be reasonably necessary in order to have access to the easements.

Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the easements and extra-construction area deemed by Grantee to interfere with the proper and efficient use of the easements.

Grantor shall not directly or through others erect any building or other structure (including, but not limited to, sheds of any size); make a fill or excavation of earth so as to cause a change in contour; or inundate the land with water, within the easements and access areas. Grantor may erect fences over the easement property only upon the advance written consent of Grantee. In the event Grantee removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, Grantor shall promptly reimburse Grantee's reasonable costs of doing so.

TO HAVE AND TO HOLD the right and privilege of the easements hereby granted to the use and benefit of the within Grantee forever.

- The provisions of this deed shall bind the parties and their heirs, successors, and assigns.

Grantor warrants specially said easements and title to the said lines, pipes and other appurtenances described herein, and will execute such further assurances thereof as Grantee may request.

The undersigned mortgagees, judgment holders, or other lien holders, if any, join herein for the purpose of consenting for themselves and those claiming under them 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 easement. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Grantor hereunder; except as specifically set forth herein.

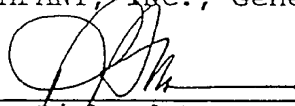
AND Grantor hereby expressly releases said County Commissioners of Carroll County, Maryland, its officers, agents, employees, successors, and assigns from any and all damages whatsoever, incident to or that may result from the construction, alteration, grading, maintenance, and installation of utilities, culverts or drainage structures, and other construction work in connection with the easements hereby granted, provided the work done in connection therewith is performed in accordance with accepted workmanlike practices.

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

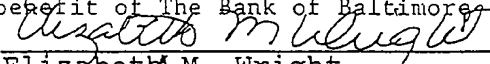
RIVER DOWNS PARTNERSHIP,
a Maryland General Partnership,

BY: GAYLORD RIVER DOWNS
LIMITED PARTNERSHIP,
General Partner

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



BY: Richard A. Moore, President (SEAL)

Grantor
Either Trustee has signatory authority under
Section 10.5 of said Deed of Trust for the
benefit of The Bank of Baltimore


Elizabeth M. Wright (SEAL)
Trustee under Deed of Trust

Ellen H. Wood Boyer (SEAL)
Trustee under Deed of Trust

Trustees

THE BANK OF BALTIMORE, a
commercial bank,

Elizabeth M. Wright (SEAL)
BY: Elizabeth M. Wright
TITLE: senior vice president

Beneficiary

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. MOORE, President of GAYLORD BROOKS INVESTMENT COMPANY, INC., General Partner of GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, General Partner of RIVER DOWNS 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.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel CHERYL L. ZAYDEL
Notary Public NOTARY PUBLIC STATE OF MARYLAND
My Commission expires My Commission Expires October 13, 1995

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELIZABETH M. WRIGHT, Trustee under Deed of Trust for THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

-Witness my hand and Notarial Seal.

Cheryl L. Zaydel
Notary Public CHERYL L. ZAYDEL
My Commission expires NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13, 19

STATE OF _____, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELLEN H. WOOD BOYER, Trustee under Deed of Trust for THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

Witness my hand and Notarial Seal.

Notary Public
My Commission expires _____

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 10th day of October, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elizabeth M. Wright, who acknowledged himself/herself to be the senior vice president of THE BANK OF BALTIMORE, and that he/she as such senior vice president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank of Baltimore by himself/herself as senior vice president.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel
Notary Public CHERYL L. ZAYDEL
My Commission expires NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 13, 19

Agricultural Transfer Tax in the
Amount of \$ 0 10/2/94
Signature L. C. White

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Carroll County
L. C. White 10/13/94
By _____ Date

DEED EXHIBITED THIS 13 DAY
OF Oct 19 94 TAX
STAMP NOT REQUIRED

Eugene C. ...
COLLECTOR

ACCEPTED BY:

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

R. Patrick Hill (SEAL)
BY: R. Patrick Hill
PWA Coordinator

County

Approved for legal sufficiency:

Laurell E. Taylor
Laurell E. Taylor
Assistant County Attorney

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.

Laurell E. Taylor
Laurell E. Taylor
Assistant County Attorney

Our File No. 8985-PWA
LET\dmg\F:\home\Dawn\RiverTwo.pwa
FWA No. F-92-107
October 4, 1994
Revised 10/6/94

OCT 19 2 05 PM '94
RECEIVED
CLERK OF COURT

Utility Easement (Amended)

Owner
River Downs-8ed

THIS DEED OF EASEMENT, made this 26th day of June, in the year nineteen hundred and ninety-five, by and between RIVER DOWNS PARTNERSHIP, a Maryland General Partnership, including its successors and assigns, Grantor (in the event this Deed involves two or more grantors, "Grantor" shall include and mean the plural hereinafter); and ELIZABETH M. WRIGHT and ELLEN H. WOOD BOYER, Trustees under Deed of Trust; and FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, a commercial bank, Beneficiary; and THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, including its successors and assigns, Grantee.

WHEREAS, Grantor holds title in fee simple to certain lands hereinafter described, by virtue of the following deeds:

1. Deed from Equitable Bank, N.A., Personal Representative of the Estate of John Mc.C. Mowbray and Jack S. Griswold, dated October 14, 1988, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1113, folio 863 &c.; and

2. Deed 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 &c.; and

WHEREAS, Trustees and Beneficiary have secured a loan to Owner by property which wholly or in part is set forth on the aforementioned Subdivision Plat, said Deed of Trust dated November 8, 1993, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 1527, folio 826 &c.; and

WHEREAS, Trustees and Beneficiary join herein for the purpose of assenting to this Declaration and by such joinder does hereby agree to subject any sales of the aforementioned Lots on foreclosure, to the legal operation and effect hereof.

NOW THEREFORE, in consideration of the approval by Grantee of the Subdivision Plat entitled "Amended Plat of Lots 31, 44 thru 54 and Parcel O and P Section Two (A Cluster Subdivision) RIVER DOWNS" (3 Sheets) recorded among the Land Records of Carroll County in Plat Book No. 40, folios 102, 103 and 104, located in the Fourth (4th) Election District of Carroll County; in consideration of the sum of One Dollar (\$1.00); and for other good and valuable consideration, the receipt of which is hereby acknowledged, the within Grantor, Trustees and Beneficiary hereby grant, release and confirm unto the within Grantee the drainage and utility easements and revertible slope easements shown on the aforementioned Plat, as delineated thereon graphically and in the "General Notes."

The easements are granted in perpetuity, for purposes indicated and purposes of constructing, maintaining, repairing, altering, extending, operating and removing above- and below-ground utility lines, pipes, drainage facilities and any accessories and fixtures appurtenant thereto. All decisions concerning use of the easements for the purposes enumerated shall be made at the sole discretion of Grantee.

All utility lines, pipes, facilities, accessories and fixtures installed by, at the behest of Grantee, or for Grantee's benefit shall remain the sole property of Grantee.

Grantee may assign these easements, in whole or in part, at its sole option.

If, by future amendment to the subdivision plat or other means, there occurs a shift of any lot line or subdivision boundary line that is adjacent to or forms the center of easements, the location of the easements in question shall automatically shift so as to retain its original relationship to the lot or boundary line, without need of further deed or other instrument; PROVIDED, HOWEVER, to the extent Grantee has exercised any of its rights under these easements, Grantee shall continue to have the rights hereby granted despite any such shift.

Grantor shall perform routine maintenance, including mowing and snow removal as appropriate to the surface condition, unless Grantee determines otherwise.

Grantee shall have full and free use of the easements for the purposes named; but shall be under no duty to exercise any of those rights.

Grantee shall have the right, at all times and without prior notice, to cross Grantor's property as may be reasonably necessary in order to have access to the easements.

Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the easements and extra-construction area deemed by Grantee to interfere with the proper and efficient use of the easements.

Grantor shall not directly or through others erect any building or other structure (including, but not limited to, sheds of any size); make a fill or excavation of earth so as to cause a change in contour; or inundate the land with water, within the easements and access areas. Grantor may erect fences over the easement property only upon the advance written consent of Grantee. In the event Grantee removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, Grantor shall promptly reimburse Grantee's reasonable costs of doing so.

TO HAVE AND TO HOLD the right and privilege of the easements hereby granted to the use and benefit of the within Grantee forever.

The provisions of this deed shall bind the parties and their heirs, successors, and assigns.

Grantor warrants specially said easements and title to the said lines, pipes and other appurtenances described herein, and will execute such further assurances thereof as Grantee may

request.

The undersigned mortgagees, judgment holders, or other lien holders, if any, join herein for the purpose of consenting for themselves and those claiming under them 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 easement. Such consent shall in no way require any such parties to perform the obligations or assume the liabilities of Grantor hereunder; except as specifically set forth herein.

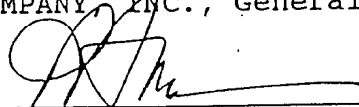
AND Grantor hereby expressly releases said County Commissioners of Carroll County, Maryland, its officers, agents, employees, successors, and assigns from any and all damages whatsoever, incident to or that may result from the construction, alteration, grading, maintenance, and installation of utilities, culverts or drainage structures, and other construction work in connection with the easements hereby granted, provided the work done in connection therewith is performed in accordance with accepted workmanlike practices.

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

RIVER DOWNS PARTNERSHIP,
a Maryland General Partnership,

BY: GAYLORD RIVER DOWNS
LIMITED PARTNERSHIP,
General Partner

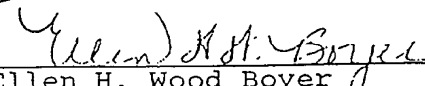
BY: GAYLORD BROOKS INVESTMENT
COMPANY, INC., General Partner



BY: Richard A. Moore, President (SEAL)

Grantor

~~_____
(SEAL)
Elizabeth M. Wright
Trustee under Deed of Trust~~



Ellen H. Wood Boyer (SEAL)
Trustee under Deed of Trust

Trustees

FIRST FIDELITY BANK, N.A, formerly known as THE BANK OF BALTIMORE, a commercial bank,

Patrick J. Bollinger (SEAL)
BY: Patrick J. Bollinger
TITLE: Vice President

Beneficiary

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 12th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD A. MOORE, President of GAYLORD BROOKS INVESTMENT COMPANY, INC., General Partner of GAYLORD RIVER DOWNS LIMITED PARTNERSHIP, General Partner of RIVER DOWNS 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.

Witness my hand and Notarial Seal.

Cheryl L. Zaydel CHERYL L. ZAYDEL
Notary Public NOTARY PUBLIC STATE OF MARYLAND
My Commission expires October 13, 1997

~~STATE OF _____, COUNTY OF _____, to wit:~~

~~I HEREBY CERTIFY that on this _____ day of _____, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELIZABETH M. WRIGHT, Trustee under Deed of Trust for FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.~~

~~Witness my hand and Notarial Seal.~~

~~_____
Notary Public
My Commission expires _____~~

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ELLEN H. WOOD BOYER, Trustee under Deed of Trust for FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

Witness my hand and Notarial Seal.

Patricia A. Purnell
Notary Public
My Commission expires 7/9/97

STATE OF Maryland, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patrick J. Bollinger, who acknowledged himself/herself to be the Vice President of FIRST FIDELITY BANK, N.A., formerly known as THE BANK OF BALTIMORE, and that he/she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Vice President by himself/herself as Vice President.

Witness my hand and Notarial Seal.

Patricia A. Purnell
Notary Public
My Commission expires 7/9/97

ACCEPTED BY:

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

Howard A. Noll (SEAL)
BY: ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~ Howard A. Noll

County

Approved for legal sufficiency:

Laurell E Taylor
Laurell E. Taylor
Assistant County Attorney

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.

Laurell E Taylor
Laurell E. Taylor
Assistant County Attorney

Our File No. 9466-PWA
LET\wmm\F:\home\wanda\river.pwa
PWA No. F-94-085
June 6, 1995; June 7, 1995

Agricultural Transfer Tax in the
Amount of \$ 0
Signature J.C. White

6-27-95 JB

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Carroll County
John Bowman
by 6-27-95 Date

DEED EXHIBITED THIS 27 DAY,
OF June 19 95 TAX
STAMP NOT REQUIRED

Quana P. Carlson
COLLECTOR