

**THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PERMIUM FOR THE POLICY. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.**

File No. 17-14606

**SCHEDULE A**

1. Effective Date: May 2, 2017 at 8:00 am
2. Policy or Policies to be issued: Amount of Insurance
  - (a) ALTA Owner's Policy (6/17/06) \$TBD  
Proposed Insured:  
**TBD**
  - (b) ALTA Loan Policy (6/17/06) \$TBD  
Proposed Insured:  
**TBD**
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple**.
4. Title to the **FEE SIMPLE** estate or interest in said land is at the effective date hereof vested in:  
**PATH Allegheny Maryland Transmission Company, LLC**  
  
**BEING the fee simple property which, by Deed dated September 29, 2010, and recorded in the Land Records of the County of Frederick, Maryland, in Liber 8163, Folio 329, was granted and conveyed by PATH Allegheny Transmission Company, LLC unto PATH Allegheny Maryland Transmission Company, LLC.**
5. The land referred to in this Commitment is described as follows:  
  
**See continuation of Schedule A**

Countersigned:

MARYLAND TITLE CENTER, LLC  
5103 Pegasus Court, Suite J  
Frederick, MD 21704  
Telephone: 301-695-9777 Fax: 301-695-9779

By: PROFORMA \_\_\_\_\_  
AUTHORIZED OFFICER OR AGENT

**SCHEDULE B – SECTION II  
(Continued)**

**LEGAL DESCRIPTION**

**Description of  
The Property of  
BROWNING BROTHERS LIMITED PARTNERSHIP  
AND NEW BROWNING BROTHERS L.L.C.  
Liber 2067 Folio 682 & 690 and Liber 2249 Folio 228  
New Market Election District No. 9  
Frederick County, Maryland**

Being four (4) parcels of land hereinafter described in PART ONE, TWO, THREE and FOUR, PART ONE being all of Tract I as described in a conveyance from WILLIAM H. BROWNING, JR., REYBURN E. BROWNING, and ROBERT F. BROWNING to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 22, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2067 at Folio 682, PART TWO being all of Tract II as described in the aforementioned conveyance to the BROWNING BROTHERS LIMITED PARTNERSHIP and NEW BROWNING BROTHERS L.L.C., L.2067 F.682, PART THREE being all of Parcel I as described in a conveyance from WILLIAM H. BROWNING, JR., REYBURN E. BROWNING, and ROBERT F. BROWNING to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 22, 1994 and recorded among the aforesaid Land Records in Liber 2067 at Folio 690, and PART FOUR being part of Parcel II as described in the aforementioned conveyance to the BROWNING BROTHERS LIMITED PARTNERSHIP and NEW BROWNING BROTHERS L.L.C., L.2067 F.690, and all of Parcel A as described in a conveyance from ERNEST W. AUSHERMAN to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 4, 1996 and recorded among the said Land Records in Liber 2249 at Folio 228; and being more particularly described as now surveyed in Maryland State Plane Meridian (NAD 83/91) as follows:

**PART ONE: (Tract I - 98.7509 acres situated on the west side of Bartholows Road)**

Beginning for said PART ONE at a point on the southerly side of a 200 foot wide fee simple right of way as described in a conveyance to the Baltimore Gas and Electric Company from The Maryland Title Guarantee Company by deed dated October 22, 1971 and recorded in Liber 862 at Folio 84, said point lying South 23°27'13" East, 109.63 feet for a concrete monument marking the end of the first (1st) or South 42°21'10" West 410 foot more or less line as described in the said conveyance to BG & E; thence running with and along the southerly side of said right of way

- 1.) North 42°21'10" East, 595.43 feet to a point marking end of the fifth (5th) or South 71°40'03" West, 1379.88 line of PART THREE hereinafter described; thence departing said right of way and running reversely with and along the said fifth (5th) through third (3rd) lines of said PART THREE the following three (3) courses
- 2.) North 71°40'03" East, 1379.88 feet to a point; thence
- 3.) South 13°22'54" East, 78.37 feet to a point; thence

**SCHEDULE B – SECTION II**  
(Continued)

4.) North 71°41'36" East, 280.50 feet to the centerline of Bartholows Road; thence running with and along said road the following four (4) courses

5.) South 10°58'37" East, 328.29 feet to a point; thence

6.) 560.85 feet along the arc of a non-tangent curve deflecting to the right, having a radius of 4672.35 feet, and a chord of South 4°53'16" East, 560.51 feet, to a point; thence

7.) 530.45 feet along the arc of a compound curve deflecting to the right, having a radius of 949.62 feet, and a chord of South 14°33'12" West, 523.58 feet, to a point; thence

8.) South 30°33'21" West, 306.24 feet to a point; thence leaving said road and running with and along the second (2nd) or South 06°00'00" East, 85.80 foot line as described in a conveyance from William Greg Melton, et ux., to Sean D. Hayslett, et ux., by deed dated May 28, 1993 and recorded among the aforesaid Land Records in Liber 1894 at Folio 881

9.) North 14°06'59" West, 104.00 feet to a stone found; thence running with and along the first (1st) or North 88°30'00" East, 400.00 foot line as described in the aforementioned conveyance to Hayslett, L.1894 F.881, said first (1st) line also being part of the (1st) or North 88°30' East 511.50 foot line described in a conveyance from Irvin S. Martin, et al., to Marvin C. Clay, et al., by deed dated August 2, 1989 and recorded among the said Land Records in Liber 1580 at Folio 572

10.) South 80°23'01" West , 512.09 feet to a stone found marked with a tack; thence running with and the eight (8th) or North 70°30' East 190.38 foot line as described in said conveyance to Clay, L.1580 F.572 and second (2nd) or South 64°14'37" West, 98.11 foot line as described in a conveyance from Sean T. Craven, et al., to Charles T. Dougherty, et al., by deed dated July 18, 2002, and recorded among the said Land Records in Liber 3199 at Folio 1, and the third (3rd) or the northerly eight (8) perch line as described in a conveyance from Leila Ellen Hilleary, et al., to Christopher J. Steele, et ux., by deed dated October 13, 1994 and recorded among the said Land Records in Liber 2051 at Folio 722, and the northerly line of Section One of the Stonelake Subdivision as shown on the following two (2) plats of subdivision, the first (1st) being entitled "FINAL PLAT. SECTION - 1, PLAT - 1, STONELAKE" and recorded in the said Land Records in Plat Book 34 at Page 75, and the second (2nd) being entitled "FINAL PLAT. SECTION - 1, PLAT - 4, STONELAKE" and recorded in the said Land Records in Plat Book 36 at Page 44

11.) South 65°22'54" West, 1860.61 feet to a point; thence departing the said Stonelake Subdivision and running with and along the South 27°13'08" East, 1264.31 foot line of the "East Side" as shown on a plat of subdivision entitled "Van Deusen Addition to Derr" and recorded among the said Land Records in Plat Book 70 at Page 44, part of said line also being the South 27°13'08" East, 387.58 foot line of Lot 1 as shown on a Combined Preliminary/Final Plat entitled "SECTION 1, LOT 1, PLUMMER'S LICK" and recorded among the aforesaid Land Records in Plat Book 73 at Page 176, and also running with and along the third (3rd) or South 27°13'08" East, 468.51 foot line of Parcel "B" as described in a conveyance from Carl D. Clay, et ux., to PEPCO by deed dated October 24, 1973 and recorded among the aforesaid Land Records in Liber 925 at Folio 884

12.) North 27°14'03" West, 1732.63 feet to a point on the aforementioned southerly side of the 200 foot wide fee simple right of way conveyed to the Baltimore Gas and Electric Company in Liber 862 at Folio 84, passing in transit at a distance of 387.58 feet a concrete monument marking the northwesterly beginning of the said South 27°13'08" East, 387.58 foot line of Lot 1, PLUMMER'S LICK; thence running with and along said right of way

13.) South 89°15'36" East, 1196.30 feet to the point of beginning; containing 4,301,588 square feet or 98.7509 acres of land.

**SCHEDULE B – SECTION II**  
(Continued)

**PART TWO: (Tract II - 13.0233 acres situated on the west side of Bartholows Road)**

Beginning for said PART TWO at a point on the northerly side of a 200 foot wide fee simple right of way as described in a conveyance to the Baltimore Gas and Electric Company from The Maryland Title Guarantee Company by deed dated October 22, 1971 and recorded in Liber 862 at Folio 84, said point lying North 23°27'13" West, 109.63 feet for a concrete monument marking the end of the first (1st) or South 42°21'10" West 410 foot more or less line as described in the said conveyance to BG & E; thence running with and along the northerly side of said right of way

- 1.) North 89°15'36" West, 1212.67 feet to a point marking the end of the second (2nd) or South 27°13'08" East 59.17 foot line of Parcel "C" as described in a conveyance from Carl D. Clay, et ux., to PEPCO by deed dated October 24, 1973 and recorded among the aforesaid Land Records in Liber 925 at Folio 879; thence running reversely with and along said line
- 2.) North 27°14'03" West, 59.06 feet to a point on the South 54°25'43" West, 600.04 foot line as shown on a final plat entitled "FINAL PLAT, SECTION IV BLOCK C, LOTS 12, 13, 14, 15, 16, AND 17, TOLLEY TERRACE" and recorded among the aforesaid Land Records in Plat Book 33 at Page 23, said point being distant North 47°57'03" East, 76.85 feet from a rebar found with cap #8644, said rebar marking the end of the said South 54°25'43" West, 600.04 foot line, part of said 600.04 foot line also being the South 54°25'43" West 100.00 foot line as shown on a final plat entitled "FINAL PLAT, SECTION IV BLOCK E, LOTS 18 + 20, TOLLEY TERRACE" and recorded among the aforesaid Land Records in Plat Book 35 at Page 89; thence running reversely with and along the remainder of said line
- 3.) North 47°57'03" East, 523.19 feet to a stone found marking the beginning of the fourth (4th) or North 49°00'00" East, 30.64 foot line of Parcel No. 1 as described in a conveyance from Ira P. Steinberg, et al., to Ira P. Steinberg, et al., by deed dated November 3, 1988 and recorded among the said Land Records in Liber 1522 at Folio 925; thence running with and along said fourth (4th) line and the first (1st) or North 49°00'00" East, 282.86 foot line of Parcel No. 2 as described in said conveyance to Steinberg
- 4.) North 48°24'21" East, 314.18 feet to a one and one half inch (1-1/2") rebar found; thence running with and along the third (3rd) line of said Parcel No. 2 of Steinberg
- 5.) South 68°46'16" East, 280.42 feet to a one and one half inch (1-1/2") rebar found marking the end of the ninth (9th) or North 68°01'51" West, 657.43 line of PART FOUR hereinafter described; thence running reversely with and along said line
- 6.) South 68°01'51" East, 657.43 feet to a point on the aforementioned northerly side of the 200 foot wide fee simple right of way conveyed to the Baltimore Gas and Electric Company in Liber 862 at Folio 84 said point being distant North 68°01'51" West, 173.39 feet from a one half inch (1-1/2") rebar found; thence running with and along said right of way
- 7.) South 42°21'10" West, 378.45 feet to the point of beginning; containing 567,293 square feet or 13.0233 acres of land.

**PART THREE: (Parcel I - 17.8146 acres situated on the west side of Bartholows Road)**

Beginning for said PART THREE at a rebar found with cap # 8644 marking the end of the southerly or South 74°40'06" West, 389.07 foot line of Lot 4 as shown on a Combined Preliminary/Final Plat entitled "COMBINED PRELIMINARY/FINAL PLAT, SECTION 1 - LOT 4, BROWLAND FARMS" and recorded among the said Land Records in Plat Book 25 at Page 119; thence running reversely with and along said southerly line

**SCHEDULE B – SECTION II**  
(Continued)

- 1.) North 74°39'56" East, 429.10 feet to the centerline of Bartholows Road, right of way width varies; thence running with and along said centerline
- 2.) South 13°22'53" East, 784.63 feet to a point marking the end of the fourth (4th) or North 71°41'36" East, 280.50 line of PART ONE hereinbefore described; thence leaving said centerline and running reversely with and along said fourth (4th) , third (3rd) and second (2nd) lines of said PART ONE the following three (3) courses
- 3.) South 71°41'36" West, 280.50 feet to a point; thence
- 4.) North 13°22'54" West, 78.37 feet to a point; thence
- 5.) South 71°40'03" West, 1379.88 feet to a point on the southerly side of a 200 foot wide fee simple right of way conveyed from The Maryland Title Guarantee Company to the Baltimore Gas and Electric Company by deed dated October 26, 1971 and recorded among the said Land Records in Liber 862 at Folio 132; thence running with and along southerly side of said right of way
- 6.) North 42°21'10" East, 1482.70 feet to the point of beginning; containing 776,004 square feet or 17.8146 acres of land.

**PART FOUR: (Parcel II - 22.7225 acres situated on the west side of Bartholows Road)**

Beginning for said PART FOUR at a rebar found with cap #8644 marking the beginning of the third (3rd) or North 02°41'10" East 1431.65 foot line of Parcel No. 2 as described in a conveyance from Ira P. Steinberg, et al., to Ira P. Steinberg, et al., by deed dated November 3, 1988 and recorded among the said Land Records in Liber 1522 at Folio 925; thence running with and along part of said line

- 1.) North 02°25'53" East, 966.41 feet to a point marking the end of the southerly or North 67°47'08" West, 577.55 foot line as shown on a final plat entitled "FINAL PLAT, BRADFORD ESTATES" and recorded among the aforesaid Land Records in Plat Book 49 at Page 17; thence running reversely with and along said line
- 2.) South 67°47'55" East, 577.55 feet to a point marking end of the southerly or North 77°11'18" West, 374.71 foot line as shown on an addition plat entitled "ADDITION PLAT, PARCEL 'A' P/O BRADFORD ESTATES LOT 39 ADDITION TO BROWNING 2067/682, BROWNING 2067/682 PARCEL 'B' ADDITION TO LOT 39 AND PARCEL 'C' ADDITION TO LOT 38, PREVIOUSLY RECORDED IN PLAT BOOK 53, PAGE 24 AND PLAT BOOK 57, PAGE 27, BRADFORD ESTATES" said line being the southerly line of Parcel 'B' and 'C' as shown on said plat and described in a conveyance from the BROWNING BROTHERS LIMITED PARTNERSHIP and the NEW BROWNING BROTHERS L.L.C, to ERNEST W. AUSHERMAN by deed dated November 29, 1996 and recorded among the said Land Records in Liber 2249 at Folio 231; thence running with and along the southerly lines of said plat and also the northerly lines of Parcel 'A' as shown on said plat and described in a conveyance from ERNEST W. AUSHERMAN to the BROWNING BROTHERS LIMITED PARTNERSHIP and the NEW BROWNING BROTHERS L.L.C, by deed dated December 4, 1996 and recorded among the said Land Records in Liber 2249 at Folio 228 the following three (3) courses
- 3.) South 77°12'05" East, 374.71 feet to a point; thence
- 4.) North 50°37'32" East, 96.23 feet to a point; thence
- 5.) South 71°51'11" East, 115.47 feet to a point marking the southwesterly corner of Lot 40 as shown on a final plat entitled "FINAL PLAT, BRADFORD ESTATES, SETCTION FOUR, PLAT ONE LOTS 38, 39, 40 & 41" and recorded among the aforesaid Land Records in Plat Book 53 at Page 24; thence running with and along said line and the

**SCHEDULE B – SECTION II  
(Continued)**

southerly lines of the Water Treatment Plant Outlot and Lots 44 through 47, as shown on the following two (2) final plats the first (1st) being entitled "FINAL PLAT, BRAFORD ESTATES, WATER TREATMENT PLANT OUTLOT" and recorded among the said Land Records in Plat Book 42 at Page 8 and second being entitled "FINAL PLAT, BRAFORD ESTATES, SECTION TWO PLAT FOUR LOTS 44 - 48" and recorded among the said Land Records in Plat Book 41 at Page 166, the following two (2) courses

6.) North 84°16'45" East, 372.58 feet to a point; thence

7.) North 42°20'33" East, 949.78 feet to the centerline of Bartholows Road; thence with said centerline

8.) South 13°22'53" East, 0.42 feet to a point on the northerly side of a 200 foot wide fee simple right of way conveyed from The Maryland Title Guarantee Company to the Baltimore Gas and Electric Company by deed dated October 26, 1971 and recorded among the said Land Records in Liber 862 at Folio 132; thence running with and along northerly side of said right of way South 42°21'10" West, 2265.29 feet to a point marking the end of the sixth (6th) or South 68°01'51" East, 657.43 foot line of PART TWO hereinbefore described; thence running reversely with and along said sixth (6th) line

9.) North 68°01'51" West, 657.43 feet to the point of beginning; containing 992,272 square feet or 22.7794 acres of land.

For Informational Purposes Only:

Property is known as

4502 Bartholows Road, Mt. Airy, MD, Containing 111.06 Acres +/-  
Tax ID No. 09-225137

Bartholows Road, Mt. Airy, MD, Containing 41.093 Acres +/-  
Tax ID No. 09-225102

## SCHEDULE B – SECTION I

### Requirements

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record:
  - A. **Deed in proper form from Path Allegheny Maryland Transmission Company, LLC to TBD.**
  - B. **Deed of Trust from TBD to TBD conveying the subject property set forth under Schedule A.**
3. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

*For informational purposes only:*

**County/State Real Estate Taxes to Frederick County for the period ending June 30, 2017 in the amount of \$2,054.70 are Paid**

**Tax ID #: 09-225102**

**County/State Real Estate Taxes to Frederick County for the period ending June 30, 2017 in the amount of \$1,998.20 are Paid**

**Tax ID #: 09-225137**

4. The insured deed of trust must contain the name of a natural person or persons (individual) who is named as Trustee in said deed of trust. The naming of a corporate trustee or the failure to name a natural person(s) (individual) in the deed of trust will result in the following exception being set forth in the final policy, to wit: **"Notwithstanding the insuring provisions of this policy, this policy does not insure the priority and/or the enforceability of the insured deed of trust."**
5. For a limited liability company that is the grantor of an interest to be insured, the following documents must be provided in a form acceptable to the Company.
  - A. Certified copy of the duly ratified and filed Certificate of Formation and Articles of Organization (with any and all amendments) and duly passed Operating Agreement (with any and all amendments).
  - B. Current Certificate of Good Standing from the State of Maryland for a domestic limited liability company. For a foreign limited liability company, a current Certificate of Good Standing from the state of origin for the corporation and from the State of Maryland along with a current Certificate of Qualification to Do Business in the State of Maryland.
  - C. Certified copy of a written consent of all members of the limited liability company authorizing the grant of the interest to be insured and the specifics of the transaction. Said resolution must identify the duly authorized officer of the limited liability company that will sign all instruments of conveyance, title affidavit, affidavit of consideration and other instruments related to the transaction.
  - D. Current incumbency certificate.
  - E. Satisfactory evidence that the limited liability company has not been dissolved, terminated or otherwise disbanded.

**SCHEDULE B – SECTION II  
(Continued)**

FOR ANY MEMBER OF A LIMITED LIABILITY COMPANY THAT IS NOT A NATURAL PERSON, THE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS.

6. Provide the Borrowers/Owners a copy of the Privacy Policy Notice.
7. Provide a satisfactory Owner's Affidavit (see copy.)
8. ALL DOCUMENTS TO BE RECORDED IMMEDIATELY AFTER CLOSING.
9. Provide an executed copy of the Notice of Reduced Premium.
10. All recorded documents to be returned to Maryland Title Center, LLC.

Payment of Water/Sewer Bill, if applies  
Payment of Home Owners Association dues, if applies.  
Payment of Agricultural taxes, upon transfer.  
Payment of Bay Restoration Fee, if due.  
Payment of items shown on Lien Certificate, if applies.  
Payment of Improvement levy, if applies.

**SCHEDULE B – SECTION II****Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore or after furnished, imposed by law and not shown by the public records.
6. Taxes for the year 2017 and subsequent years, a lien not yet due and payable.
7. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
8. AS TO PROPERTIES LOCATED IN ALLEGANY, GARRETT AND WASHINGTON COUNTIES: Any right, title, interest, estate, grant, easement, or reservation of subsurface areas of the land described in Schedule A, including but not limited to, any oil or gas rights, or minerals or mineral rights appearing in the Public Records and any rights of access to said oil or gas rights, or minerals or mineral rights for the purpose of mining, drillings, extraction or exploration.
9. This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

NOTE: Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin", unless and only to the extent that said covenant: (A) is exempt under Chapter 42, Section 3607 of the United States Code, or (B) relates to handicap but does not discriminate against handicapped persons.

10. Right of Ways recorded in Liber 643 at Folio 186, Liber 655 at Folio 126, Liber 896 at Folio 642, Liber 1708 at Folio 773, Liber 1718 at Folio 164 and Liber 1928 at Folio 337.
11. Boundary Line Agreement recorded in Liber 2062 at Folio 1033.
12. Easement granted in Liber 2845 at Folio 554.
13. Any inaccuracy in the area, square footage or acreage of land described in Schedule A or attached plat, if any. The Policy does not insure the area, square footage or acreage of land.

**SCHEDULE B – SECTION II  
(Continued)**

14. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage.
15. Owner's Policy Only: Any state of facts that would be disclosed by a current and accurate location survey or physical inspection of the premises.
16. Owner's Policy Only: Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
17. Rights or claims of parties in possession under unrecorded leases, if any.

Note: The final Lender's policy when issued will contain ALTA Endorsement 8.1-06/8.2-06 and 9-06.

Note: Items 1-5 will be removed from Lender's Policy.

# A. Settlement Statement

U.S. Department of Housing and Urban Development

B. Type of Loan UNDERWRITER:

OMB Approval No. 2502-0265

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		<b>17-14606</b>		
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. <b>WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.</b>					TitleExpress Settlement System Printed 05/17/2017 at 12:22 ML
D. NAME OF BORROWER: <b>TBD</b>					
ADDRESS:					
E. NAME OF SELLER: <b>N/A</b>					
ADDRESS:					
F. NAME OF LENDER: <b>N/A</b>					
ADDRESS:					
G. PROPERTY ADDRESS: <b>Bartholows Road, Mt. Airy</b>					
H. SETTLEMENT AGENT: <b>Maryland Title Center, LLC</b>					
PLACE OF SETTLEMENT: <b>5103 Pegasus Court, Suite J, Frederick, MD 21704</b>					
I. SETTLEMENT DATE:					
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>		
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>			<b>400. GROSS AMOUNT DUE TO SELLER</b>		
101. Contract sales price			401. Contract sales price		
102. Personal Property			402. Personal Property		
103. Settlement charges to borrower (line 1400)		<b>775.00</b>	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. Assessments			408. Assessments		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>		<b>775.00</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>		
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>		
201. Deposit or earnest money			501. Excess Deposit (see instructions)		
202. Principal amount of new loans			502. Settlement charges to seller (line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504.		
205.			505.		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. Assessments			512. Assessments		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
<b>220. TOTAL PAID BY/FOR BORROWER</b>			<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>		
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>			<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>		
301. Gross amount due from borrower (line 120)		<b>775.00</b>	601. Gross amount due to seller (line 420)		
302. Less amounts paid by/for borrower (line 220)			602. Less reduction amount due seller (line 520)		
<b>303. CASH FROM BORROWER</b>		<b>775.00</b>	<b>603. CASH TO SELLER</b>		<b>0.00</b>

**SETTLEMENT STATEMENT**

TitleExpress Settlement System Printed 05/17/2017 at 12:22 ML

<b>L. SETTLEMENT CHARGES</b>		<b>PAID FROM BORROWER'S FUNDS AT SETTLEMENT</b>	<b>PAID FROM SELLER'S FUNDS AT SETTLEMENT</b>
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$ =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. Annual Assessments	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		<b>0.00</b>	<b>0.00</b>
<b>1100. TITLE CHARGES</b>			
1101. Settlement or closing fee	to <b>Maryland Title Center, LLC</b>	<b>450.00</b>	
1102. Abstract or title search	to <b>Maryland Title Center, LLC</b>	<b>175.00</b>	
1103. Title examination			
1104. Title insurance binder	to <b>Maryland Title Center, LLC</b>	<b>50.00</b>	
1105. Document Preparation	to <b>Maryland Title Center, LLC</b>	<b>85.00</b>	
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance			
(includes above items No: )			
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111. Fedex Fee	to <b>Maryland Title Center, LLC</b>	<b>15.00</b>	
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Deed \$ ; Mortgage \$ ; Release \$			
1202. Deed \$ ; Mortgage \$			
1203. Deed \$ ; Mortgage \$			
1204.			
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey			
1302. Pest Inspection			
<b>1400. TOTAL SETTLEMENT CHARGES</b> (enter on lines 103, Section J and 502, Section K)		<b>775.00</b>	

**DEED**

*This deed is exempt from recordation taxes  
pursuant to Md. Tax-Property Code Ann. § 12-108 (p)*

THIS DEED, made and entered into this 29<sup>th</sup> day of September, 2010, by and between **PATH Allegheny Transmission Company, LLC**, a Delaware limited liability company, Grantor, and **PATH Allegheny Maryland Transmission Company, LLC**, a Delaware limited liability company, Grantee, whose address is 800 Cabin Hill Drive, Greensburg, Pennsylvania 15601.

**WITNESSETH:**

That for and in consideration of the limited liability company membership interest in the Grantee, issued by the Grantee to the Grantor, the said Grantor hereby grants and conveys unto the said Grantee, in fee simple absolute all the right, title and interest it may possess in and to all that lot or parcel of land situate, lying and being in Frederick County, State of Maryland, and being more particularly described in **EXHIBIT A**, which is attached hereto and made a part hereof.

Being the same property conveyed by a Deed from BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership and NEW BROWNING BROTHERS, L.L.C., a Maryland limited liability company, to PATH Allegheny Transmission Company, LLC, the Grantor herein, dated December 15, 2008, and recorded among the Land Records of Frederick County, Maryland in Book 7157 Page 0685.

Together with all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

To have and to hold said parcel of land above-described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use and benefit forever of the Grantee, its successors and assigns, in fee simple.

This deed is being delivered to the Grantee in connection with its organization in exchange for a limited liability company membership interest in the Grantee, which is in the control of the Grantor, in a transaction which qualifies for non-recognition of gain or loss pursuant to Section 351 of the Internal Revenue Code.

STAMP FEE	29.00
RECORDING FEE	20.00
STAMP	40.00
REC'D FRED	REC'D # 06191
SKD LHM	SKD # 2473
Dec 27, 2010	09:32 am

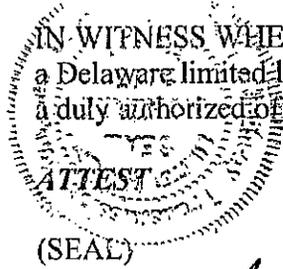
[SIGNATURE AND NOTARIZATION ON FOLLOWING PAGE]

**NO AG. TAX DUE**

RE: membership interest  
DATE: 10-8-10  
INITIALS: ed

**NO TAX PAYMENT REQUIRED**  
Treasurer of  
Frederick County Maryland  
PER [Signature]  
Date 10/18/10

IN WITNESS WHEREOF, the above Grantor, PATH Allegheny Transmission Company, LLC, a Delaware limited liability company, has caused this instrument to be executed on its behalf by a duly authorized officer.



*PATH Allegheny Transmission Company, LLC,*  
a Delaware limited liability company

*[Signature]*  
Name: James A. Arcuri  
Title: Assistant Secretary

By *[Signature]*  
Name: Barry E. Pakenham  
Title: Treasurer

**COMMONWEALTH OF PENNSYLVANIA,**

**COUNTY OF WESTMORELAND, TO WIT:**

I, Kathy G. Shusteric, a Notary Public of said County, do certify that Barry E. Pakenham, Treasurer, who signed the instrument hereto annexed dated as of the 29th day of September, 2010, for PATH Allegheny Transmission Company, LLC, a Delaware limited liability company, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand and official seal this 29th day of September, 2010.



*[Signature]*

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Kathy G. Shusteric, Notary Public  
City of Greensburg, Westmoreland County  
My Commission Expires May 8, 2012  
Member, Pennsylvania Association of Notaries

This instrument was prepared by:

James A. Arcuri  
Senior Attorney & Assistant Secretary  
Allegheny Energy, Inc.  
800 Cabin Hill Drive, M112  
Greensburg, PA 15601

**UPON RECORDING PLEASE RETURN TO:**

**Contract Land Staff**  
**205 E King Street, Suite 200**  
**Martinsburg, WV 25401**  
**Attention: Alana Harrod**

*[Signature]*

"EXHIBIT A"

## LEGAL DESCRIPTION

Description of  
The Property of  
BROWNING BROTHERS LIMITED PARTNERSHIP  
AND NEW BROWNING BROTHERS L.L.C.  
Liber 2067 Folio 682 & 690 and Liber 2249 Folio 228  
New Market Election District No. 9  
Frederick County, Maryland

Being four (4) parcels of land hereinafter described in PART ONE, TWO, THREE and FOUR, PART ONE being all of Tract I as described in a conveyance from WILLIAM H. BROWNING, JR., REYBURN E. BROWNING, and ROBERT F. BROWNING to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 22, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2067 at Folio 682, PART TWO being all of Tract II as described in the aforementioned conveyance to the BROWNING BROTHERS LIMITED PARTNERSHIP and NEW BROWNING BROTHERS L.L.C., L.2067 F.682, PART THREE being all of Parcel I as described in a conveyance from WILLIAM H. BROWNING, JR., REYBURN E. BROWNING, and ROBERT F. BROWNING to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 22, 1994 and recorded among the aforesaid Land Records in Liber 2067 at Folio 690, and PART FOUR being part of Parcel II as described in the aforementioned conveyance to the BROWNING BROTHERS LIMITED PARTNERSHIP and NEW BROWNING BROTHERS L.L.C., L.2067 F.690, and all of Parcel A as described in a conveyance from ERNEST W. AUSHERMAN to the BROWNING BROTHERS LIMITED PARTNERSHIP, a Maryland limited partnership, and the NEW BROWNING BROTHERS L.L.C., a Maryland limited liability company, by deed dated December 4, 1996 and recorded among the said Land Records in Liber 2249 at Folio 228; and being more particularly described as now surveyed in Maryland State Plane Meridian (NAD 83/91) as follows:

PART ONE: (Tract I - 98.7509 acres situated on the west side of Bartholows Road)

Beginning for said PART ONE at a point on the southerly side of a 200 foot wide fee simple right of way as described in a conveyance to the Baltimore Gas and Electric Company from The Maryland Title Guarantee Company by deed dated October 22, 1971 and recorded in Liber 862 at Folio 84, said point lying South 23°27'13" East, 109.63 feet for a concrete monument marking the end of the first (1st) or South 42°21'10" West 410 foot more or less line as described in the said conveyance to BG & E; thence running with and along the southerly side of said right of way

- 1.) North 42°21'10" East, 595.43 feet to a point marking end of the fifth (5th) or South 71°40'03" West, 1379.88 line of PART THREE hereinafter described; thence departing said right of way and running reversely with and along the said fifth (5th) through third (3rd) lines of said PART THREE the following three (3) courses
- 2.) North 71°40'03" East, 1379.88 feet to a point; thence
- 3.) South 13°22'54" East, 78.37 feet to a point; thence

- 4.) North 71°41'36" East, 280.50 feet to the centerline of Bartholows Road; thence running with and along said road the following four (4) courses
- 5.) South 10°58'37" East, 328.29 feet to a point; thence
- 6.) 560.85 feet along the arc of a non-tangent curve deflecting to the right, having a radius of 4672.35 feet, and a chord of South 4°53'16" East, 560.51 feet, to a point; thence
- 7.) 530.45 feet along the arc of a compound curve deflecting to the right, having a radius of 949.62 feet, and a chord of South 14°33'12" West, 523.58 feet, to a point; thence
- 8.) South 30°33'21" West, 306.24 feet to a point; thence leaving said road and running with and along the second (2nd) or South 06°00'00" East, 85.80 foot line as described in a conveyance from William Greg Melton, et ux., to Sean D. Hayslett, et ux., by deed dated May 28, 1993 and recorded among the aforesaid Land Records in Liber 1894 at Folio 881
- 9.) North 14°06'59" West, 104.00 feet to a stone found; thence running with and along the first (1st) or North 88°30'00" East, 400.00 foot line as described in the aforementioned conveyance to Hayslett, L.1894 F.881, said first (1st) line also being part of the (1st) or North 88°30' East 511.50 foot line described in a conveyance from Irvin S. Martin, et al., to Marvin C. Clay, et al., by deed dated August 2, 1989 and recorded among the said Land Records in Liber 1580 at Folio 572
- 10.) South 80°23'01" West, 512.09 feet to a stone found marked with a tack; thence running with and along the eight (8th) or North 70°30' East 190.38 foot line as described in said conveyance to Clay, L.1580 F.572 and second (2nd) or South 64°14'37" West, 98.11 foot line as described in a conveyance from Sean T. Craven, et al., to Charles T. Dougherty, et al., by deed dated July 18, 2002, and recorded among the said Land Records in Liber 3199 at Folio 1, and the third (3rd) or the northerly eight (8) perch line as described in a conveyance from Leila Ellen Hilleary, et al., to Christopher J. Steele, et ux., by deed dated October 13, 1994 and recorded among the said Land Records in Liber 2051 at Folio 722, and the northerly line of Section One of the Stonelake Subdivision as shown on the following two (2) plats of subdivision, the first (1st) being entitled "FINAL PLAT. SECTION - 1, PLAT - 1, STONELAKE" and recorded in the said Land Records in Plat Book 34 at Page 75, and the second (2nd) being entitled "FINAL PLAT. SECTION - 1, PLAT - 4, STONELAKE" and recorded in the said Land Records in Plat Book 36 at Page 44
- 11.) South 65°22'54" West, 1860.61 feet to a point; thence departing the said Stonelake Subdivision and running with and along the South 27°13'08" East, 1264.31 foot line of the "East Side" as shown on a plat of subdivision entitled "Van Deusen Addition to Derr" and recorded among the said Land Records in Plat Book 70 at Page 44, part of said line also being the South 27°13'08" East, 387.58 foot line of Lot 1 as shown on a Combined Preliminary/Final Plat entitled "SECTION 1, LOT 1, PLUMMER'S LICK" and recorded among the aforesaid Land Records in Plat Book 73 at Page 176, and also running with and along the third (3rd) or South 27°13'08" East, 468.51 foot line of Parcel "B" as described in a conveyance from Carl D. Clay, et ux., to PEPCO by deed dated October 24, 1973 and recorded among the aforesaid Land Records in Liber 925 at Folio 884
- 12.) North 27°14'03" West, 1732.63 feet to a point on the aforementioned southerly side of the 200 foot wide fee simple right of way conveyed to the Baltimore Gas and Electric Company in Liber 862 at Folio 84, passing in transit at a distance of 387.58 feet a concrete monument marking the northwesterly beginning of the said South 27°13'08" East, 387.58 foot line of Lot 1, PLUMMER'S LICK; thence running with and along said right of way
- 13.) South 89°15'36" East, 1196.30 feet to the point of beginning; containing 4,301,588 square feet or 98.7509 acres of land.

**PART TWO: (Tract II - 13.0233 acres situated on the west side of Bartholows Road)**

Beginning for said PART TWO at a point on the northerly side of a 200 foot wide fee simple right of way as described in a conveyance to the Baltimore Gas and Electric Company from The Maryland Title Guarantee Company by deed dated October 22, 1971 and recorded in Liber 862 at Folio 84, said point lying North 23°27'13" West, 109.63 feet for a concrete monument marking the end of the first (1st) or South 42°21'10" West 410 foot more or less line as described in the said conveyance to BG & E; thence running with and along the northerly side of said right of way

- 1.) North 89°15'36" West, 1212.67 feet to a point marking the end of the second (2nd) or South 27°13'08" East 59.17 foot line of Parcel "C" as described in a conveyance from Carl D. Clay, et ux., to PEPCO by deed dated October 24, 1973 and recorded among the aforesaid Land Records in Liber 925 at Folio 879; thence running reversely with and along said line
- 2.) North 27°14'03" West, 59.06 feet to a point on the South 54°25'43" West, 600.04 foot line as shown on a final plat entitled "FINAL PLAT, SECTION IV BLOCK C, LOTS 12, 13, 14, 15, 16, AND 17, TOLLEY TERRACE" and recorded among the aforesaid Land Records in Plat Book 33 at Page 23, said point being distant North 47°57'03" East, 76.85 feet from a rebar found with cap #8644, said rebar marking the end of the said South 54°25'43" West, 600.04 foot line, part of said 600.04 foot line also being the South 54°25'43" West 100.00 foot line as shown on a final plat entitled "FINAL PLAT, SECTION IV BLOCK E, LOTS 18 + 20, TOLLEY TERRACE" and recorded among the aforesaid Land Records in Plat Book 35 at Page 89; thence running reversely with and along the remainder of said line
- 3.) North 47°57'03" East, 523.19 feet to a stone found marking the beginning of the fourth (4th) or North 49°00'00" East, 30.64 foot line of Parcel No. 1 as described in a conveyance from Ira P. Steinberg, et al., to Ira P. Steinberg, et al., by deed dated November 3, 1988 and recorded among the said Land Records in Liber 1522 at Folio 925; thence running with and along said fourth (4th) line and the first (1st) or North 49°00'00" East, 282.86 foot line of Parcel No. 2 as described in said conveyance to Steinberg
- 4.) North 48°24'21" East, 314.18 feet to a one and one half inch (1-1/2") rebar found; thence running with and along the third (3rd) line of said Parcel No. 2 of Steinberg
- 5.) South 68°46'16" East, 280.42 feet to a one and one half inch (1-1/2") rebar found marking the end of the ninth (9th) or North 68°01'51" West, 657.43 line of PART FOUR hereinafter described; thence running reversely with and along said line
- 6.) South 68°01'51" East, 657.43 feet to a point on the aforementioned northerly side of the 200 foot wide fee simple right of way conveyed to the Baltimore Gas and Electric Company in Liber 862 at Folio 84 said point being distant North 68°01'51" West, 173.39 feet from a one half inch (1-1/2") rebar found; thence running with and along said right of way
- 7.) South 42°21'10" West, 378.45 feet to the point of beginning; containing 567,293 square feet or 13.0233 acres of land.

**PART THREE: (Parcel I - 17.8146 acres situated on the west side of Bartholows Road)**

Beginning for said PART THREE at a rebar found with cap # 8644 marking the end of the southerly or South 74°40'06" West, 389.07 foot line of Lot 4 as shown on a Combined Preliminary/Final Plat entitled "COMBINED PRELIMINARY/FINAL PLAT, SECTION 1 - LOT 4, BROWLAND FARMS" and recorded among the said Land Records in Plat Book 25 at Page 119; thence running reversely with and along said southerly line

- 1.) North 74°39'56" East, 429.10 feet to the centerline of Bartholows Road, right of way width varies; thence running with and along said centerline
- 2.) South 13°22'53" East, 784.63 feet to a point marking the end of the fourth (4th) or North 71°41'36" East, 280.50 line of PART ONE hereinbefore described; thence leaving said centerline and running reversely with and along said fourth (4th) , third (3rd) and second (2nd) lines of said PART ONE the following three (3) courses
- 3.) South 71°41'36" West, 280.50 feet to a point; thence
- 4.) North 13°22'54" West, 78.37 feet to a point; thence
- 5.) South 71°40'03" West, 1379.88 feet to a point on the southerly side of a 200 foot wide fee simple right of way conveyed from The Maryland Title Guarantee Company to the Baltimore Gas and Electric Company by deed dated October 26, 1971 and recorded among the said Land Records in Liber 862 at Folio 132; thence running with and along southerly side of said right of way
- 6.) North 42°21'10" East, 1482.70 feet to the point of beginning; containing 776,004 square feet or 17.8146 acres of land.

**PART FOUR: (Parcel II - 22.7225 acres situated on the west side of Bartholows Road)**

Beginning for said PART FOUR at a rebar found with cap #8644 marking the beginning of the third (3rd) or North 02°41'10" East 1431.65 foot line of Parcel No. 2 as described in a conveyance from Ira P. Steinberg, et al., to Ira P. Steinberg, et al., by deed dated November 3, 1988 and recorded among the said Land Records in Liber 1522 at Folio 925; thence running with and along part of said line

- 1.) North 02°25'53" East, 966.41 feet to a point marking the end of the southerly or North 67°47'08" West, 577.55 foot line as shown on a final plat entitled "FINAL PLAT, BRADFORD ESTATES" and recorded among the aforesaid Land Records in Plat Book 49 at Page 17; thence running reversely with and along said line
- 2.) South 67°47'55" East, 577.55 feet to a point marking end of the southerly or North 77°11'18" West, 374.71 foot line as shown on an addition plat entitled "ADDITION PLAT, PARCEL 'A' P/O BRADFORD ESTATES LOT 39 ADDITION TO BROWNING 2067/682, BROWNING 2067/682 PARCEL 'B' ADDITION TO LOT 39 AND PARCEL 'C' ADDITION TO LOT 38, PREVIOUSLY RECORDED IN PLAT BOOK 53, PAGE 24 AND PLAT BOOK 57, PAGE 27, BRADFORD ESTATES" said line being the southerly line of Parcel 'B' and 'C' as shown on said plat and described in a conveyance from the BROWNING BROTHERS LIMITED PARTNERSHIP and the NEW BROWNING BROTHERS L.L.C, to ERNEST W. AUSERMAN by deed dated November 29, 1996 and recorded among the said Land Records in Liber 2249 at Folio 231; thence running with and along the southerly lines of said plat and also the northerly lines of Parcel 'A' as shown on said plat and described in a conveyance from ERNEST W. AUSERMAN to the BROWNING BROTHERS LIMITED PARTNERSHIP and the NEW BROWNING BROTHERS L.L.C, by deed dated December 4, 1996 and recorded among the said Land Records in Liber 2249 at Folio 228 the following three (3) courses
- 3.) South 77°12'05" East, 374.71 feet to a point; thence
- 4.) North 50°37'32" East, 96.23 feet to a point; thence
- 5.) South 71°51'11" East, 115.47 feet to a point marking the southwesterly corner of Lot 40 as shown on a final plat entitled "FINAL PLAT, BRADFORD ESTATES, SETCTION FOUR, PLAT ONE LOTS 38, 39, 40 & 41" and recorded among the aforesaid Land Records in Plat Book 53 at Page 24; thence running with and along said line and the

southerly lines of the Water Treatment Plant Outlot and Lots 44 through 47, as shown on the following two (2) final plats the first (1st) being entitled "FINAL PLAT, BRAFORD ESTATES, WATER TREATMENT PLANT OUTLOT" and recorded among the said Land Records in Plat Book 42 at Page 8 and second being entitled "FINAL PLAT, BRAFORD ESTATES, SECTION TWO PLAT FOUR LOTS 44 - 48" and recorded among the said Land Records in Plat Book 41 at Page 166, the following two (2) courses

6.) North  $84^{\circ}16'45''$  East, 372.58 feet to a point; thence

7.) North  $42^{\circ}20'33''$  East, 949.78 feet to the centerline of Bartholows Road; thence with said centerline

8.) South  $13^{\circ}22'53''$  East, 0.42 feet to a point on the northerly side of a 200 foot wide fee simple right of way conveyed from The Maryland Title Guarantee Company to the Baltimore Gas and Electric Company by deed dated October 26, 1971 and recorded among the said Land Records in Liber 862 at Folio 132; thence running with and along northerly side of said right of way South  $42^{\circ}21'10''$  West, 2265.29 feet to a point marking the end of the sixth (6th) or South  $68^{\circ}01'51''$  East, 657.43 foot line of PART TWO hereinbefore described; thence running reversely with and along said sixth (6th) line

9.) North  $68^{\circ}01'51''$  West, 657.43 feet to the point of beginning; containing 992,272 square feet or 22.7794 acres of land.

APPROVED TO BE RECORDED  
WALTER CHW DELVA

**State of Maryland Land Instrument Intake Sheet** BK 8163 PG 0336

Baltimore City  County, Frederick

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.*  
(Type or Print in Black Ink Only—All Copies Must Be Legible)

COPY

Space Reserved for Circuit Court Clerk Recording Validation

<b>1</b>	<b>Type(s) of Instruments</b>	( Check Box if addendum Intake Form is Attached.)						
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other			
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease					
<b>2</b>	<b>Conveyance Type Check Box</b>	<input type="checkbox"/> Improved Sale Arms-Length /1/	<input type="checkbox"/> Unimproved Sale Arms-Length /2/	<input type="checkbox"/> Multiple Accounts Arms-Length /3/	<input type="checkbox"/> Not an Arms-Length Sale /9/			
<b>3</b>	<b>Tax Exemptions (if applicable)</b>	Recordation						
		State Transfer						
	Cite or Explain Authority	County Transfer						
<b>4</b>	<b>Consideration and Tax Calculations</b>	<b>Consideration Amount</b>			<b>Finance Office Use Only</b>			
		Purchase Price/Consideration	\$		<b>Transfer and Recordation Tax Consideration</b>			
		Any New Mortgage	\$		Transfer Tax Consideration	\$		
		Balance of Existing Mortgage	\$		X ( ) % =	\$		
		Other:	\$		Less Exemption Amount	-	\$	
		Other:	\$		Total Transfer Tax	=	\$	
		Full Cash Value:	\$		Recordation Tax Consideration	=	\$	
				X ( ) per \$500 =	\$			
				<b>TOTAL DUE</b>	\$			
<b>5</b>	<b>Fees</b>	<b>Amount of Fees</b>		<b>Doc. 1</b>		<b>Doc. 2</b>		
		Recording Charge	\$		\$		Agent:	
		Surcharge	\$		\$		Tax Bill:	
		State Recordation Tax	\$		\$		C.B. Credit:	
		State Transfer Tax	\$		\$		Ag. Tax/Other:	
		County Transfer Tax	\$		\$			
		Other	\$		\$			
	Other	\$		\$				
<b>6</b>	<b>Description of Property</b> 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).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		09	225102 & 225137	7157/0885	89	21 & 166		(8)
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
								152.3682
		<b>Location/Address of Property Being Conveyed (2)</b>						
		Bartholows Road						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential or Non-Residential <input checked="" type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent		Amount:		
		Partial Conveyance? Yes <input checked="" type="checkbox"/> No		Description/Amnt. of SqFt/Acreage Transferred:				
	If Partial Conveyance, List Improvements Conveyed:							
<b>7</b>	<b>Transferred From</b>	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		PATH Allegheny Transmission Company, LLC, a Delaware						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
<b>8</b>	<b>Transferred To</b>	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		PATH Allegheny Maryland Transmission Company, LLC, a Delaware						
		New Owner's (Grantee) Mailing Address						
	800 Cabin Hill Drive, Greensburg, Pennsylvania 15601							
<b>9</b>	<b>Other Names to Be Indexed</b>	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
<b>10</b>	<b>Contact/Mail Information</b>	Instrument Submitted by or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person		
		Name: Patrick Willshire				<input type="checkbox"/> Hold for Pickup		
		Firm: Allegheny Energy				<input type="checkbox"/> Return Address Provided		
		Address: 205 E. King Street, Suite 200 Martinsburg, West Virginia 25401						
	Phone: ( )							
<b>11</b>	<b>Assessment Information</b>	<b>IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>						
		Will the property being conveyed be the grantee's principal residence?						
		Does transfer include personal property? If yes, identify: _____						
		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
	<b>Assessment Use Only - Do Not Write Below This Line</b>							
	Terminal Verification		Agricultural Verification		Whole Part		Tran. Process Verification	
	Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:	
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ. Cd.	
	Total			Town Cd.	Ex. St.	Ex. Cd.		
	<b>REMARKS:</b>							

Space Reserved for County Validation

Distribution: White - Clerk's Office  
Pink - Office of Finance  
Green - SDAT  
Gold - Recorder

AOC-CC-300 (5/2007)

*Rec'd to  
L. B. Clapp, Jr., Atty  
Nov. 22, 1960*

**644 Dec 188**

Recorded Sept. 14, 1960 at 10:40 A. M.

Page 83

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF BALTIMORE, CITY :

One and no/100 ----- Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, heirs and agents, a right of way and easement to construct, operate, maintain, replace and remove communication systems in the grounds may from line to line require, consisting of underground cables and wires, surface testing, terminals, markers and other appurtenances, upon, over and under a strip of land ----- feet (ft) wide across the land which the undersigned own or in which the undersigned have any interest in -----

----- a fraction of land containing 240 acres of land more or less, described in a deed dated August 22, 1956 recorded in Liber H.D.R. 9, page 275 and in District #18 of Woodville County of Frederick

in the County of ----- and State of Maryland, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; in clear and steep cleared all trees, stumps, brush and other obstructions from the surface and subsurface of said strip and, during initial construction only, within seven feet thereof; and to install poles; to any fences crossing said strip. The ----- boundary of said ----- strip shall be a line parallel to and ----- feet ----- of the first cable laid, which cable shall have the location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for ----- and -----

----- heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 22nd day of March, 1960, at St. Michaels, Md., R.D. #1

Witness:

*J. Allen*  
Allen



*William H. Browning*  
William H. Browning

*William E. Browning* (Seal)  
William E. Browning

(Seal)

(Seal)

50217

643-187

STATE OF MARYLAND  
COUNTY OF Frederick

On this the 10 day of August, 1960,  
before me, Robert J. Gandy,  
the undersigned officer, personally appeared William F. Browning and  
Marionne F. Browning, his wife

known to me to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal,  
this 10th day of August, 1960.  
My commission expires Dec. 1, 1961.



CHARGE

Received for Record SEP 14 1960  
210 and same  
is/are recorded in Liber  
No. 210 one of the  
Land Records of Frederick  
County, and examined.  
Clack

Recording Fee 5.50  
Md. State Tax 1.10  
RA \$ 6.60

See to  
C. R. Holtzer, Atty.  
7-27-1961

LIBER 655 PAGE 126  
RIGHT OF WAY AGREEMENT

A. S. Browning  
H. C. Marshall  
(28-01-1961)

For Maryland, Pennsylvania and Virginia Only  
Recorded July 3, 1961 at 11:55 A. M.

Now, the undersigned, in consideration of One Dollar (\$1.00), and other valuable considerations, hereby grant unto  
H. C. PATRICK - JONES Company, its successors and  
assigns, a right of way for the purpose of constructing, operating and maintaining an electric line, including all necessary poles, anchors,  
wires and fixtures, over and along the property which I/we own or in which I/we have any interest, situated in  
NEW MARKET MD County,  
State of MARYLAND District FREDERICK  
and acquired by me/us from \_\_\_\_\_

together with right of ingress to and egress from said  
right of way at all times over the lands of grantor, said pole line to be located UNDER THE EXISTING  
LINE ON THE PROPERTY OF THE WINDERSHAGEN CO.  
OVER AND ACROSS THE PROPERTY OF THE UNDERSIGNED  
TO THE TOWER.

and to permit the attachment of wires of any Company or person; and to trim and keep trimmed any trees alongside of said line suffi-  
ciently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.  
The Company will relocate poles when necessary in conformity to future building operations of the undersigned; and will pay for all  
damages to fences, crops, and livestock caused by the operation, maintenance, relocation and removal of said line, if notice in writing is  
given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 17 day of APRIL in the year 1961  
WITNESSES:  
Richard Allen Keller Marianne E. Browning (SEAL)  
Richard Allen Keller Marianne E. Browning (SEAL)  
Richard Allen Keller Marianne E. Browning (SEAL)  
Marianne E. Browning (SEAL)

State of Maryland  
County of Linch to-wit:  
I hereby certify that on this 17 day of April A. D. 19 61 before me, a  
Notary Public in and for the State and County aforesaid, personally appeared Marianne E. Browning  
Marianne E. Browning  
knows to me to be the person(s) whose name(s) is signed to the written instrument hereto annexed, bearing date the  
day of April 19 61, and this day acknowledged before me in my said County that she  
executed the same for the purposes therein contained.  
Given under my hand and seal this 17 day of April 19 61  
My Commission Expires \_\_\_\_\_  
Richard Allen Keller  
Notary Public

May 1961  
State of \_\_\_\_\_  
County of \_\_\_\_\_ to-wit:  
I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_ before me, a  
Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_  
knows to me to be the person(s) whose name(s) is signed to the written instrument hereto annexed, bearing date the  
day of \_\_\_\_\_ 19 \_\_\_\_\_ and this day acknowledged before me in my said County that he  
executed the same for the purposes therein contained.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:  
Richard A. Holtzer  
Notary A. Holtzer, Attorney



Del to  
Melvin Dixon apt.

1-5-73

BOOK 896 PAGE 642

9074

REC'D FOR RECORD Dec 6 1972 AT 10:47 AM SAME DAY RECORDED & EXT'D PER ELLIS C. WRIGHT, CLK.

**THIS OPTION**, made this 11th day of December, 1972, by and between  
William H. Browning and Marianna Browning,  
his wife,  
her husband,

hereinafter called the "Optionors", and THE POTOMAC EDISON COMPANY  
a corporation, hereinafter called the "Company" (Company)

**WITNESSETH:** For value received the Optionors grant to the Company for a period of 12

months hereafter, the option to purchase a right of way one hundred feet  
(100) in width, the center line of which begins at station No. \_\_\_\_\_ and extends to  
station No. 17 of 23, on the Company's survey has as shown on Company Plan No.  
17 of 23 or as now designated on the ground by stakes, for erecting, constructing, reconstructing, maintain-  
ing, repairing, operating and removing electric transmission and distribution lines, and telephone wires thereon, to consist of  
such poles, towers, structures, wires and other equipment and appliances which the Company may from time to time deem  
necessary, together with the right to clear and keep clear said right of way at all times, to remove trees and underbrush there-  
from by any method, and to cut and trim, and keep cut and trimmed, all trees outside the right of way that may interfere with  
the safety, proper operation and/or maintenance of said lines, together with the right of ingress to and egress from said right  
of way at all times over other lands of the Optionors. This right of way is over, along and upon that certain tract of land  
conveyed to William H. Browning and Marianne E. Browning by  
Martin L. Nicodemus (Deceased) and Norma E. Nicodemus (Deceased)

Will  
by Will dated the 4th day of October, 1955, of record in Will  
Book No. HDR3, page 275, of the land records of Frederick County,  
State of Maryland in the office of The Clerk of the Circuit Court. Right of Way  
description Beginning at the north property line between the grantor and VanSant,  
thence across the grantors property to the Clow property on the south and more  
clearly shown on photograph 17 of 23 on file in the company's office. There is  
also granted the right to install anchors outside the right of way at angle  
locations.

If the Company desires to exercise the option to purchase said right of way for the purpose aforesaid, within such time,  
it will pay or cause to be paid to Optionors, the further sum of \$680.00, at which time the  
Optionors will execute a good and sufficient general warranty deed, conveying to the Company a good and merchantable title  
to the aforesaid right of way, and the right of ingress to and egress from said right of way at all times over other lands of the  
Optionors, free and clear of encumbrances, dower and courtesy, by appropriate description, reserving in said deed the right to  
cross, re-cross and farm said right of way, so long as it shall not interfere with the Company's rights, and with the under-  
standing that no buildings or structures, other than usual fences may be erected by Optionors within the right of way, said  
fences to be opened, when necessary, by the Company. If notice in writing is given within thirty days after happening, the  
Company agrees to pay for all damage to fences, crops and live stock on said right of way caused by operation, maintenance,  
rebuilding or removal of said lines, otherwise understood to be waived. If option is not exercised within the option period  
then it is void.

The Company is hereby granted permission at any time after the date hereof and before expiration of this option to use  
and occupy the optioned right of way hereinabove described and to exercise all of the rights and privileges herein optioned  
as fully to all intents and purposes as if this Contract constituted a deed of said right of way to the Company. In the event  
the Company makes use of said optioned right of way in accordance with this permission prior to acceptance of a deed of said  
right of way, such use shall constitute the Company's election to exercise the option and payment in accordance herewith  
shall be made and deed of said right of way delivered at the Company's election at any time on or before the expiration of the  
time limited in this option.

Witness the following signatures and seals.

Witnesses to signatures:

Melvin H. Dixon  
Melvin H. Dixon  
Melvin H. Dixon  
Melvin H. Dixon

Marianna E. Browning (SEAL)  
Marianna E. Browning (SEAL)  
Marianna E. Browning (SEAL)  
William H. Browning (SEAL)  
William H. Browning (SEAL)

Pa. \$ 8.00

State of Maryland  
County of Frederick  
I hereby certify that on this 4th day of December, A. D., 1972, before me, a  
Notary Public in and for the State and County aforesaid, personally appeared  
William H. Browning and Marianno E. Browning

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 4th  
day of December, 1972, and this day acknowledged before me in my said County that they  
executed the same for the purposes therein contained.  
Given under my hand and seal this 4th day of December

My Commission Expires  
July 1, 1974

Melvin H. Dixon  
Notary Public  
Melvin H. Dixon



State of \_\_\_\_\_  
County of \_\_\_\_\_  
I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, a  
Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, and this day acknowledged before me in my said County that he  
executed the same for the purposes therein contained.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires \_\_\_\_\_  
Notary Public

FREDERICK COUNTY CIRCUIT COURT (Land Records) ECW 896, p. 0643, MSA\_CES1\_741, Date available 11/02/2015, Printed 05/17/2017.

STATE OF MARYLAND  
FREDERICK COUNTY  
REGISTER FOR RECORD  
DEC 6 10 47 AM '72  
LIBER 896 FOLIO 643  
LAND

INDEXED

Dec 6, 1972

P. & E. Co.

MAY 1991

LIBER 1708 FOLIO 773

William Browning  
w. mt any (N24546)

RIGHT-OF-WAY AGREEMENT  
(Distribution)

F-68455 (1-ano)  
F-68456 (1-ano)

I, we, William, Reyburn, Robert & Thomas Browning  
the undersigned Grantors, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby  
acknowledged, grant unto THE POTOMAC EDISON COMPANY, its successors and assigns, (the "Company") a right-of-way  
\_\_\_\_\_ feet ( \_\_\_\_\_ ) wide for the purpose of constructing, reconstructing, inspecting, operating  
and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors,  
wires, trenches, conduits, cables and other facilities under, over and upon the property which I/we own or in which I/we have any  
interest, situated in New Market #9 District of Frederick County, State of Maryland

acquired by me/us from William E. Browning  
by deed dated the 27<sup>th</sup> day of December, 19 82, of record in Lib 82 Book No. 1223  
Page 454 of the land records of Frederick County, State of Maryland together with right of  
ingress to and egress from said right-of-way at all times over the lands of Grantors; said system to be located as indicated on  
Company's Drawing No. 1240024546, which is incorporated herein by reference and is either attached hereto or filed in  
Company office, said right-of-way being more particularly described as follows:

This Right-of-Way covers the relocation of existing stub poles and anchors  
(F68455 and F68456) approximately 10-12 feet from their present position onto  
the property of the undersigned along Bartholows Road.

This instrument was prepared by the undersigned, an employee of The Potomac Edison Company, J. J. M. [Signature] (Employee)

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Company shall have the  
right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage  
caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at  
all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and  
brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum  
being in full payment therefor. No structures, except usual fences, may be placed on the right-of-way.

The Company will relocate overhead poles when necessary to conform to future building operations of the undersigned and  
will repair all ruts and pay for all damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding  
and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood  
that such damages are waived.

Witness the following signatures and seals this 26<sup>th</sup> day of November in the year 1990

GRANTORS:  
[Signature] (SEAL) William H. Browning (SEAL)  
[Signature] (SEAL) Reyburn Browning (SEAL)  
[Signature] (SEAL) Robert F. Browning (SEAL)  
[Signature] (SEAL) Thomas L. Browning (SEAL)

State of Maryland County of Frederick to-wit:  
I hereby certify that on this 26<sup>th</sup> day of November A.D. 19 90 before me, a Notary Public  
in and for the State and County aforesaid, personally appeared William H. Browning, Reyburn Browning,  
Robert Browning & Thomas Browning

known to me to be the person(s) whose name(s) were signed to the written instrument hereto annexed, bearing date  
the 26<sup>th</sup> day of November, 19 90, and acknowledged before me in my  
said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration  
paid, including amounts assumed by the Grantee, is in the sum total of ZERO

Given under my hand and seal this 26<sup>th</sup> day of November, 19 90  
My Commission Expires October 1, 1992  
[Signature]  
Rebecca R. Fry  
NOTARY PUBLIC

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1708, p. 0773, MSA\_CE61\_1552. Date available 09/19/2005. Printed 05/17/2017.

Both landowners

LIBERT 718 FOLIO 164

William H. Browning  
me. city (31-5236)  
UG # MH-3900  
T-35767X - T-35770X

RIGHT-OF-WAY AGREEMENT  
(Distribution)

This instrument was prepared by the undersigned, an employee of The Potomac Edison Company, J. J. [Name], [Address], [City, State, Zip] (TMS)

I/we, William Rejburn, Robert and Thomas Browning  
the undersigned Grantors, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, grant unto THE POTOMAC EDISON COMPANY, its successors and assigns (the "Company") a right-of-way ten feet ( 10 ) wide for the purpose of constructing, reconstructing, inspecting, operating and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors, wires, trenches, conduits, cables and other facilities under, over and upon the property which I/we own or in which I/we have any interest, situated in New Market #9 District of Frederick County, State of Maryland acquired by me/us from Margaret E. Browning by deed dated the 27<sup>th</sup> day of December 1987 of record in LIBERT Book No. 1223/1585 Page 154 of the land records of Frederick County, State of Maryland together with right of ingress to and egress from said right-of-way at all times over the lands of Grantors; said system to be located as indicated on Company's Drawing No. 1240020491, which is incorporated herein by reference and is either attached hereto or filed in Company office, said right-of-way being more particularly described as follows:

This right-of-way covers the installation of underground electric facilities from Bartholows Road on, under and across the property of the undersigned and on to the point of attachment on all future dwellings on lots 1-12 West Oak Fields Sub-division.

Also DEED DATED August 26, 1989 RECORDED IN LIBERT 1585, Folio 2 NHP

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Company shall have the right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor. No structures, except usual fences, may be placed on the right-of-way.

The Company will relocate overhead poles when necessary to conform to future building operations of the undersigned and will repair all ruts and pay for all damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 12<sup>th</sup> day of APRIL in the year 1991 15.00

GRANTORS  
[Signature] (SEAL) William H. Browning (SEAL)  
[Signature] (SEAL) Reyburn E. Browning (SEAL)  
[Signature] (SEAL) Robert F. Browning (SEAL)  
[Signature] (SEAL) Thomas L. Browning (SEAL)

State of Maryland County of Frederick to-wit:  
I hereby certify that on this 12th day of April A.D., 1991 before me, a Notary Public in and for the State and County aforesaid, personally appeared William H. Browning, Reyburn E. Browning, Robert F. Browning and Thomas L. Browning

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 12th day of April, 1991, and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration paid, including amounts assumed by the Grantee, is in the sum total of zero  
Given under my hand and seal this 12th day of April, 1991  
My Commission Expires October 1, 1992

[Signature]  
Rebecca R. Fry  
(NOTARY PUBLIC)

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1718, p. 0164, MSA\_CE61\_1562. Date available 09/19/2005. Printed 05/17/2017.

15.00

P.L. Co.  
1119, William H.  
Mc...  
(31-2679)  
1169 1111 262-64  
T-314 15X-50X

BK 1928 PG 0337  
RIGHT-OF-WAY AGREEMENT  
(Distribution)

I/we, Thomas L. Browning, William H. Browning, Reyburn E. Browning & Robert F. Browning  
the undersigned Grantors, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby  
acknowledged, grant unto THE POTOMAC EDISON COMPANY, its successors and assigns, (the "Company") a right-of-way  
Ten feet (10 ') wide for the purpose of constructing, reconstructing, inspecting, operating  
and maintaining an overhead and/or underground electric and communication system including all necessary poles, anchors,  
wires, trenches, conduits, cables and other facilities under, over and upon the property which I/we own or in which I/we have any  
interest, situated in New Market #9 District of Frederick County, State of Maryland,  
acquired by me/us from Marianne E. Browning  
by deed dated the 27th day of December, 19 83, of record in Deed Book No. 1223  
Page 454 of the land records of Frederick County, State of Maryland together with right of  
ingress to and egress from said right-of-way at all times over the lands of Grantors; said system to be located as indicated on  
Company's Drawing No. 1240338583, which is incorporated herein by reference and is either attached hereto or filed in  
Company office, said right-of-way being more particularly described as follows:  
Along all property lines that border public roadways and all service extensions to  
point of attachment on future homes. On, over, under and across the property of  
the undersigned.

15.00  
2.00  
110.14  
13.53  
25.45 #

and to permit the installation of wires, cable, conduit or other facilities of any Company or persons. The Company shall have the  
right to install, maintain, operate and replace its underground and overhead facilities without responsibility for any damage  
caused thereby to trees, shrubs, flowers or any other obstruction grown, constructed or placed on said right-of-way and shall at  
all times have the right to clear and keep clear the right-of-way and to control, cut down, trim and remove trees, limbs and  
brush under and alongside of said facilities sufficiently for the safe and proper operation and maintenance thereof; said sum  
being in full payment therefor. No structures, except usual fences, may be placed on the right-of-way.

The Company will relocate overhead poles when necessary to conform to future building operations of the undersigned and  
will repair all ruts and pay for all damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding  
and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood  
that such damages are waived.

Witness the following signatures and seals this 22nd day of July in the year 1993.

GRANTORS:  
Thomas L. Browning (SEAL) Thomas L. Browning (SEAL)  
William H. Browning (SEAL) William H. Browning (SEAL)  
Reyburn E. Browning (SEAL) Reyburn E. Browning (SEAL)  
Robert F. Browning (SEAL) Robert F. Browning (SEAL)

State of Maryland County of Frederick to-wit:  
I hereby certify that on this 22nd day of July A.D., 19 93 before me, a Notary Public  
in and for the State and County aforesaid, personally appeared Thomas L. Browning, William H. Browning,  
Reyburn E. Browning, and Robert F. Browning

15  
22  
17

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date  
the 22nd day of July, 19 93, and acknowledged before me in my  
said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration  
paid, including amounts assumed by the Grantee, is in the sum total of zero  
Given under my hand and seal this 22nd day of July 19 93.  
My Commission Expires October 1, 1993

Rebecca R. Fry  
(NOTARY PUBLIC)

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 1928, p. 0337, MSA\_CE61\_1772. Date available 09/19/2005. Printed 05/17/2017.

BK 1928 PG 0338

State of \_\_\_\_\_ County of \_\_\_\_\_ to-wit:  
I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_ before me, a Notary Public  
in and for the State and County aforesaid, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date  
the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and acknowledged before me in my  
said County that he/she/they executed the same for the purposes therein contained, and that the actual consideration  
paid, including amounts assumed by the Grantee, is in the sum total of \_\_\_\_\_  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 19 \_\_\_\_\_

(NOTARY PUBLIC)

MARYLAND CERTIFICATION

This instrument was prepared by \_\_\_\_\_, an employee of The Potomac Edison Company, a Party to the above instrument.

*Hubert M. [Signature]*  
(EMPLOYEE)

*Engel [Signature]*  
(TITLE)

DECLARATION OF CONSIDERATION  
(West Virginia)

The undersigned does hereby declare that the transfer involved in the document to which this declaration is appended is  
not subject to State Excise Tax upon the privilege of transferring the right-of-way for the reason designated as follows:  
The cost being less than One Hundred Dollars (\$100).

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

THE POTOMAC EDISON COMPANY

By \_\_\_\_\_  
(RIGHT-OF-WAY SOLUTION)

This instrument prepared by \_\_\_\_\_ under the direction of \_\_\_\_\_  
Attorney for The Potomac Edison Company.

RIGHT-OF-WAY

Name Thomas L. Browning, William H. Browning,  
Reyburn E. Browning & Robert F. Browning

Line \_\_\_\_\_

Work Order No. 31-3679

Company The Potomac Edison Company

Dw./Area Eastern/Frederick

State Maryland County Frederick

Date July 22, 1993

COUNTY LAND RECORDS

RETURN TO:  
THE POTOMAC EDISON CO.  
ENGINEERING DEPT.  
P.O. BOX 488  
FREDERICK, MD. 21701

FORM 13-0-01 (BACK)

DEC 16 1994

Miles & Stockbridge

BK2062 PG1033

BH14KAM  
01694KAM

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made this 1st day of December, 1994, by and between WILLIAM H. BROWNING, JR., REYBURN E. BROWNING, ROBERT F. BROWNING, THOMAS L. BROWNING, AND BROWLAND FARMS LIMITED PARTNERSHIP, a Maryland Limited Partnership, (hereinafter "the Parties of the First Part"), and GABRIEL LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter "the Party of the Second Part").

WHEREAS, the Parties of the First Part are the owners of a certain parcel of real property situate in the New Market and Woodville Election Districts, Frederick County, State of Maryland, being part of the property conveyed unto Marianne E. Browning and the Parties of the First Part by a Deed from Marianne E. Browning, Personal Representative of the Estate of William H. Browning, dated January 18, 1983, and recorded in Liber 1191, folio 85, among the Land Records of Frederick County, Maryland, the said Marianne E. Browning having conveyed her interest in said property unto the Parties of the First Part by two deeds dated December 27, 1983, and January 25, 1984, and recorded among the aforesaid Land Records in Liber 1223, folio 454, and Liber 1225, folio 906, respectively, certain interests of which property were contributed to Browland Farms Limited Partnership, a Maryland Limited Partnership, as evidence by an Agreement dated October 19, 1987, and recorded among the aforesaid Land Records in Liber 1454, folio 347, and re-recorded in Liber 1600, folio 606, among the aforesaid Land Records (hereinafter "Parcel 1"); and

WHEREAS, the Party of the Second Part is the owner of a certain parcel of real property contiguous to Parcel 1 situate in the New Market and Woodville Election Districts, Frederick County, State of Maryland, described in a Deed from Guy Gabriel, dated November 15, 1988, and recorded in Liber 1525, folio 139, among the aforesaid Land Records (hereinafter "Parcel 2"); and

WHEREAS, a Title Insurance Plat of Parcel 2 prepared by Harris, Smariga & Associates, Inc., dated October 17, 1988 (hereinafter "Title Plat") revealed vacancies between two of the common boundary lines between Parcel 1 and Parcel 2; and

WHEREAS, the parties have agreed that the common boundary lines between Parcel 1 and Parcel 2 on Parcel 2's western side are the "S. 08° 07' 40" W. 1627.29 foot" line and the "N. 77° 30' 41" W. 4.45 foot" line between Parcel 1 and Parcel 2 as shown on the Title Plat, and that the common boundary line between Parcel 1 and Parcel 2 on Parcel 2's northern side is the "N. 73° 22' 03"

SECH FEE 20.00  
FOLIO SURCHG 2.00

39937 #

CHECK JL 22.00

RO1 714:41

12/02/94

LAW OFFICES  
MILES & STOCKBRIDGE  
A PROFESSIONAL CORPORATION  
FREDERICK MARYLAND

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 2062, p. 1033, MSA\_CE61\_1906. Date available 09/19/2005. Printed 05/17/2017.

E. 1396.52 foot line between Parcel 1 and Parcel 2 as shown on the Title Plat; and

WHEREAS, the Parties wish to clearly define of record the boundaries of Parcel 1 and Parcel 2 and enter into this Boundary Line Agreement for that purpose.

NOW, THEREFORE, THIS BOUNDARY LINE AGREEMENT WITNESSETH: The parties hereto, in consideration of the mutual agreements and conveyances hereinafter contained, do hereby covenant and agree as follows:

1. That the preamble of this Boundary Line Agreement is incorporated into the body hereof as though set forth herein verbatim.
2. That the four common boundary lines between the properties of the Parties hereto shall be described as follows: the common boundary lines being the N. 77° 30' 41" W. 4.45 foot line, and the S. 08° 07' 40" W. 1627.29 foot line on Parcel 2's western side, and the N. 73° 22' 03" E. 565.72 foot line and the S. 25° 23' 45" E. 14.51 foot line on Parcel 2's northern side, between Parcel 1 and Parcel 2, as shown on the Title Plat, and as shown on EXHIBIT A, attached hereto and made a part hereof.

3. That the Parties do jointly establish the lines set forth above as the common boundary between their respective properties, as described herein.

4. That the Parties of the First Part do hereby grant, convey, release and quitclaim unto the Party of the Second Part, its successors and assigns, all of their right, title and interest in and to those parcels of land located east and south of the common boundary lines described in paragraph 2., above.

TOGETHER WITH all and singular the rights, ways, easements, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described real estate which is conveyed unto the Party of the Second Part, its successors and assigns, in fee simple, forever.

AND for and in consideration of the foregoing conveyance, the Party of the Second Part hereby relinquishes, releases, quitclaims and forever abandons any present or future claim he may have against the Parties of the First Part regarding the latter's ownership of, title to, or use of Parcel 1.

5. That the Party of the Second Part does hereby grant, convey, release and quitclaim unto the Parties of the First Part, their personal representatives and assigns, all of its right, title and interest in and to those parcels of land located west and north of the common boundary lines described in paragraph 2., above.

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TOGETHER WITH all and singular the rights, ways, easements, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described real estate which is conveyed unto the Parties of the First Part, their personal representatives, heirs and assigns, in fee simple, forever.

AND for and in consideration of the foregoing conveyance, the Parties of the First Part hereby relinquish, release, quitclaim and forever abandon any present or future claim they may have against the Party of the Second Part regarding the latter's ownership of, title to, or use of Parcel 2.

Fredericktown Bank & Trust Company, the holder of two Mortgages on Parcel 2, joins herein for the purpose of conveying any right, title and interest it may have in and to Parcel 1, as described by the common boundary lines in paragraph 2., herein, unto the Parties of the First Part and does hereby release the said Parcel 1 from the lien of its Mortgages recorded among the Land Records of Frederick County, Maryland, in Liber 1525, folio 145, and Liber 1756, folio 1124.

WITNESS the hands and seals of the Parties hereto on the day and year first above written.

WITNESS:

<u>William H. Browning, Jr.</u>	<u>William H. Browning, Jr.</u> (SEAL)
<u>Reyburn E. Browning</u>	<u>Reyburn E. Browning</u> (SEAL)
<u>Robert F. Browning</u>	<u>Robert F. Browning</u> (SEAL)
<u>Thomas L. Browning</u>	<u>Thomas L. Browning</u> (SEAL)

BROWLAND FARMS LIMITED PARTNERSHIP, a Maryland Limited Partnership

William H. Browning, Jr. BY: William H. Browning, Jr. (SEAL)  
William H. Browning, Jr., General Partner

PARTIES OF THE FIRST PART

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MILES & STOCKBRIDGE  
FREDERICK, MARYLAND

BK2062PG1036

WITNESS: GABRIEL LIMITED PARTNERSHIP, a Maryland Limited Partnership

BY: Mansfield Development Corporation, General Partner

[Signature]

BY: [Signature] (SEAL)  
Thomas W. Matan, President

PARTY OF THE SECOND PART

WITNESS: FREDERICKTOWN BANK & TRUST COMPANY

[Signature] BY: [Signature] (SEAL)

MORTGAGE HOLDER OF PARCEL 2

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1994, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William H. Browning, Jr., and he did acknowledge the foregoing Boundary Line Agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/1/96

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1994, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Reyburn E. Browning, and he did acknowledge the foregoing Boundary Line Agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/1/96

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK 2062, p. 1036, MSA\_SE61\_1996, Date available 09/19/2005, Printed 05/17/2017.

LAW OFFICES  
MILES & STOCKBRIDGE  
FREDERICK MARYLAND

BK2062PG1037

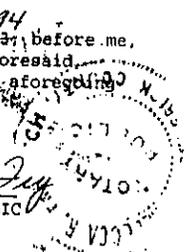
STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, <sup>1994</sup>1993, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert F. Browning, and he did acknowledge the aforesaid Boundary Line Agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

Rebecca R. Gray  
NOTARY PUBLIC

My Commission Expires: 10/1/96



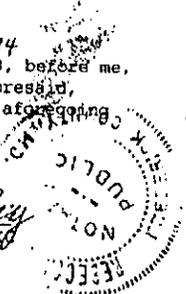
STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, <sup>1994</sup>1993, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas L. Browning, and he did acknowledge the aforesaid Boundary Line Agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

Rebecca R. Gray  
NOTARY PUBLIC

My Commission Expires: 10/1/96



STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, <sup>1994</sup>1993, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William H. Browning, Jr., General Partner of Browland Farms Limited Partnership, a Maryland Limited Partnership, and he did acknowledge the aforesaid Boundary Line Agreement to be the act and deed of Browland Farms Limited Partnership, as its General Partner; and he did further certify that he is the General Partner of Browland Farms Limited Partnership and has the authority to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Rebecca R. Gray  
NOTARY PUBLIC

My Commission Expires: 10/1/96



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LAW OFFICES  
MILES & STOCKBRIDGE  
FREDERICK MARYLAND

BK2062PG1038

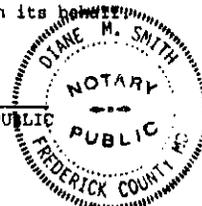
STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of April, 1997, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas W. Hatan, President of Mansfield Development Corporation, General Partner of Gabriel Limited Partnership, a Maryland Limited Partnership, and he did acknowledge the foregoing Boundary Line Agreement to be the act and deed of Gabriel Limited Partnership, as President of its General Partner, for the purposes herein contained, and that he is the President of the said Mansfield Development Corporation, General Partner of Gabriel Limited Partnership and has the authority to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Diane M. Smith

NOTARY PUBLIC



My Commission Expires: 11-10-97

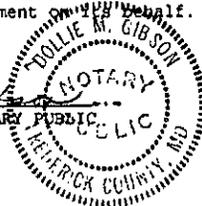
STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of May, 1997, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David L. Hoffman, Vice President of Fredericktown Bank & Trust Company, and he did acknowledge the consent of Fredericktown Bank & Trust Company to the foregoing Boundary Line Agreement, and that he is the Vice President of the said Fredericktown Bank & Trust Company and has the authority to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

Diane M. Smith

NOTARY PUBLIC



My Commission Expires: 11/1/1996

AFFIDAVIT OF CONSIDERATION

I, William H. Browning, Jr., hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyances, including the amount of any mortgage or deed of trust assumed by the Grantees, is in the sum total of NONE.

WITNESS:

William H. Browning, Jr. (SEAL)  
William H. Browning, Jr.

This instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Krista A. McGowan  
Krista A. McGowan, Attorney

FREDERICK COUNTY CIRCUIT COURT (Land Records), CCK 2062, p. 1038, MSA\_CEE1\_1996, Date available-09/19/2005, Printed 05/17/2017.

LAW OFFICES  
MILES & STOCKBRIDGE  
FREDERICK MARYLAND



BK2062PG1040

State of Maryland Land Instrument Intake Sheet
County: Frederick

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only--All Copies Must Be Legible)

1 Type(s) of Instruments
Multiple instruments of the same transaction should be numbered to correspond with Sections 2, 6, 7, and 8. Number documents in the order to be recorded.
( Check Box If Addendum Intake Form Is Attached.)
Deed, Lease, XXOther, Boundary Line Agreement, Decd of Trust, Contract, Mortgage, Land Installment Cont.

2 Consideration and Fees
Consideration Amount/Recordation Fees Doc. 1 Doc. 2
Consideration, Including Assumed Indebtedness \$ 0 - \$
Recording Charge \$ 20.00 \$
Surcharge \$ 2.00 \$
State Recordation Tax \$ \$
State Transfer Tax \$ \$
County Transfer Tax (if Applicable) \$ \$
Other \$ \$
Total Fees \$ 22.00 \$

3 Exemptions (if Applicable)
Recordation Tax Exemption:
State Transfer Tax Exemption:
County Transfer Tax Exemption:

4 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Krista A. McGowan
Firm: Miles & Stockbridge
Address: 30 W. Patrick St., Suite 600
Frederick, MD 21701
Phone: 301-662-5155

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)
XXXReturn to Contact Person as Provided Above Hold for Pick Up Address Provided on Instrument
Name:
Address:

5 Description of Property
District Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG (5)
Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. Sq.Ft./Acreage (4)
Location/Address of Property Being Conveyed (2)

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).

Partial Conveyance? Yes No Description/Amt. of Sq. Ft./Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

6 Transferred From
Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)
William H. Browning, Jr., Reyburn E. Browning, Robert F. Browning, Thomas L. Browning, and Browland Farms Limited Partnership
Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

7 Transferred To
Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)
Gabriel Limited Partnership, a Maryland Limited Partnership

8 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)

9 Special Instructions
Special Recording Instructions (if any)

10 Conveyance Type
Check Box Private Sale with Improvements [1] Private Sale Unimproved [2] Multiple Accounts/Property [3] All Other [9]

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
New Owner's (Grantee) Mailing Address:

Assessment Use Only - Do Not Write Below This Line
Terminol Verification Agricultural Verification Whole Part Tran. Process Verification
TIA/FGI Number Date Received Deed Reference Assigned Property No.
Year Buildings Use Town Cd. Map Gnd Parcel Ex. St. Sub Plat Section Ex. Cd. Lot Oct. Cd.

REMARKS

Space Reserved for Circuit Court Clerk Recording Validation

FREDERICK COUNTY CIRCUIT COURT (Land Records) CCK-2062, p. 1040, MSA\_CE61\_1906, Date available 09/19/2005, Printed 05/17/2017

RIGHT-OF-WAY EASEMENT

SK 2845PG0554

32

THIS EASEMENT, made this 2<sup>nd</sup> day of April 2001, by and between, BROWNING BROTHERS LIMITED PARTNERSHIP AND NEW BROWNING BROTHERS, L.L.C., the undersigned, hereinafter called Grantor, and VERIZON MARYLAND, INC., a body corporate, hereinafter called Grantee.

WITNESSETH, that in consideration of the sum of \$2,500.00 and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does grant and convey unto the Grantee, its associated and allied companies, and their respective successors, assigns and licensees, a Right-of-Way Easement to construct, operate, maintain, modify, replace and remove telecommunication and electric systems, including the necessary poles, braces, anchors and guys, conduit, manholes, cables, wires and fixtures upon, under, over and through the property of the undersigned located in the Election District 9 of Frederick County, Maryland, said easement area, being more specifically described as follows:

In accordance with attached Schedule 'A' and easement plat.

Being part of lands granted and conveyed in a deed dated December 22, 1994, by William H. Browning, Jr., Reyburn E. Browning, and Robert F. Browning unto Browning Brothers Limited Partnership and New Browning Brothers, L.L.C., Grantees, said deed being recorded among the Land Records of Frederick County, State of Maryland in Liber 2067 at Folio 682 et seq.

Together with the right of ingress and egress to said systems at all times, and the right to trim, top, or cut trees adjacent to said lines sufficiently for the safe and proper operation and maintenance thereof. And together with the right to maintain said parcel of land at all times in such manner as in Grantee's determination appears necessary.

The Grantees agree to repair or pay for all damage to crops, lawns, fields, fences, driveways and walkways arising from the construction and maintenance of the aforesaid systems, except where such damage is not attributable to the actions of the Grantee, its employees or agents, or its successors or assigns or the employees or agents thereof.

And the Grantor and Grantee for themselves and their respective successors, assigns, and licensees, mutually agree that the granting of this easement does not convey any interest in or to any mineral rights

IN WITNESS WHEREOF, the undersigned hereunto set their hand and seal.

WITNESS:

BROWNING BROTHERS LIMITED PARTNERSHIP AND NEW BROWNING BROTHERS L.L.C.

Scott Matcham

Mr. William H. Browning, Jr. (Seal)

STATE OF MARYLAND  
COUNTY OF \_\_\_\_\_

TO WIT:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of April 2001, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mr. William Browning Jr. and acknowledged the above instrument to be his act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Scott Matcham  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

Scott Matcham, Notary Public  
Baltimore County  
State of Maryland  
My Commission Expires May 13, 2003

MAY 15 2001

CERTIFICATION OF PREPARATION

This is to certify that the within instrument has been prepared by VERIZON MARYLAND, Inc. party to this instrument appearing herein as Grantee:

Arthur T. Krauch Jr. E.A.  
TITLE: Engineer - Facilities  
Authorized agent and employee of  
Verizon Maryland, Inc.

Right-of-Way Easement No. 48,72,10  
Work Order No. R.O. 1627959

Central Office Name New Market  
Central Office Location Code No. 38169

Riemer Muegge & Associates, Inc.  
October 10, 2000  
Our Project No. 97364  
page one of one

SCHEDULE "A"

DESCRIPTION OF A  
UTILITY EASEMENT

THROUGH THE PROPERTY OF  
BROWNING BROTHERS LIMITED PARTNERSHIP AND  
NEW BROWNING BROTHERS L.L.C.  
TO  
VERIZON MARYLAND, INC.

BEING, a piece or parcel of land, lying in the Ninth (9th) Election District of Frederick County, Maryland, hereinafter described in, through, over and across the property acquired by the owner from William H. Browning, Jr., Reyburn E. Browning and Robert F. Browning by deed dated December 22, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2067 at Page 682.

BEGINNING for the said piece or parcel of land at a PK Nail set at a point on and an arc distance of 87.02 feet from the beginning of the R=4,672.35 foot, L=560.85 foot Deed Line, as described in a deed dated December 22, 1994 and recorded among the Land Records of Frederick County, Maryland in Liber 2067 at Page 682 (Tract 1), said Deed Line being the centerline of Bartholows Road, existing eighty (80) foot width, thence following along said Deed Line and the centerline of Bartholows Road in a southeasterly direction, as now surveyed, the following course and distance, viz;

- 1) 30.26 feet along the arc of a curve to the right, having a radius of 4,672.35 feet and being subtended by a chord bearing and distance of South 07°03'48" East, 30.26 feet to a PK Nail set thereon, thence leaving said Deed Line and the centerline of Bartholows Road and running in, through, over and across the Right-of-Way of said Bartholows Road (portion of Bartholows Road west of centerline is not known to be dedicated to public use), as now surveyed, the following course and distance, viz;
- 2) South 83°07'20" West, 40.00 feet to a 5/8" rebar and cap set at a point on the westernmost Right-of-Way of the above mentioned Bartholows Road, thence continuing on the same course and in, through, over and across the property of the owner (Tract 1), as now surveyed, the following three (3) courses and distances, viz;
- 3) South 83°07'20" West, 20.00 feet to a 5/8" rebar and cap set, thence
- 4) North 07°03'47" West, 29.87 feet to a 5/8" rebar and cap set, thence
- 5) North 82°45'05" East, 20.00 feet to a 5/8" rebar and cap set at a point on the aforesaid westernmost Right-of-Way of Bartholows Road, thence continuing on the same course in, through, over and across the above mentioned Right-of-Way of Bartholows Road, as now surveyed, the following course and distance, viz;
- 6) North 82°45'05" East, 40.00 feet to the POINT OF BEGINNING.  
Containing 1,804 square feet or 0.041 of an acre of land more or less.

IMP. FR STATE	\$	5.00
RECORDING FEE		20.00
RECORDATION T		20.00
IR TAX STATE		12.50
TOTAL		62.50
Rec# FR01	Rec#	20015
SKD	INK	BLK # 952
Apr 18, 2001		10:41 AM



FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 2845, p. 0555, MSA\_CE61\_2689. Date available 09/16/2005. Printed 05/17/2017.

9TH ELECTION DISTRICT  
FREDERICK COUNTY, MARYLAND

PLAT TO ACCOMPANY DESCRIPTION OF A RIGHT-OF-WAY  
EASEMENT TO BE CONVEYED TO VERIZON MARYLAND, INC.

**COURSES & DISTANCES**

- ① R=4,672.85' L=30.26'  
CHD=S 07°03'48" E, 30.26'
- ② S 83°07'20" N 40.00'
- ③ S 83°07'20" N 20.00'
- ④ N 07°03'47" N 29.87'
- ⑤ N 82°45'05" E 20.00'
- ⑥ N 82°45'05" E 40.00'

TOTAL AREA OF EASEMENT  
1,804 SQ. FT. OR 0.041 AC.

PROPERTY OF  
BROWNING BROTHERS L.P. AND  
NEW BROWNING BROTHERS L.L.C.  
L. 2067, F. 682

UTILITY EASEMENT  
TO BE CONVEYED TO  
VERIZON MARYLAND

R=4,672.85' L=300.85'  
DEED LINE (L. 2067, F. 682)  
(TRACT 1)

5TH OR S 10°56'21" E, 526.29'  
DEED LINE (L. 2067, F. 682)  
(TRACT 1)

FINAL PLAT  
SECTION 1, BLOCK A  
LOTS 1, 2, 3, 4, 5, 8,  
9, 10, 11 & 12  
WEST OAK FIELDS  
P.B. 47, PG. 148

LOT 1-C  
COMBINED PRELIMINARY/FINAL PLAT  
LOTS 1-B & 1-C, SECTION ONE  
BEING A RESUBDIVISION OF LOT 1-B, SECTION ONE  
ENGLISIDE FARM  
P.B. 47, F. 116

BARTHOLOMS ROAD

Point of Beginning

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 2845, p. 0556, MSA\_CE61\_2689. Date available 09/10/2005. Printed 06/17/2007.

**CERTIFICATION.**

I, hereby certify to the best of my professional opinion, knowledge, information and belief to Verizon Maryland, Inc., that this plat and the Metes and Bounds Description has been prepared in compliance with the minimum standards of practice for Right-of-Way/Easements Surveys, subtitle 13,9.13.06.04

**NOTE.**

This Easement Has Been Prepared Without The Benefit Of A Title Report And Is Not To Be Construed As A Boundary Survey.

- DENOTES 5/8" REBAR AND CAP SET
- DENOTES FK NAIL SET
- DENOTES REBAR AND CAP FOUND



*Arthur E. Muegge*  
ARTHUR E. MUEGGE

L.S. 10751

**RIEMER MUEGGE & ASSOCIATES INC.**  
ENGINEERING • ENVIRONMENTAL SERVICES • PLANNING • SURVEYING  
2818 Caron Park Drive, Columbia, MD 21046  
Tel 410.997.8900 Fax 410.997.8988

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**EASEMENT PLAT FOR THE PROPERTY OF  
BROWNING BROTHERS L.P. AND  
NEW BROWNING BROTHERS L.L.C.**

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DESIGNED BY: D.B.S. CHECKED BY: R.A.H.  
SCALE 1" = 50' PROJECT NO. 97364  
FILE: EASE.DWG ISSUED: 10/00