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. 17-14605

#### **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 337, 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**

Being Lot One, as set forth and shown on the Plat entitled, "Correction Plat, Lot One, Block A, Section One, BIG WOODS ESTATES", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 49, at page 111.

For Informational Purposes Only: Property is known as 3038 Big Woods Road, Frederick, MD, Containing 4.13 acres +/-Tax ID No. 07-197454

BEING Lot Three, as set forth and shown on the Plat entitled, "Block A, Section One, BIG WOODS ESTATES", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 10, at page 135.

For Informational Purposes Only: Property is known as Big Woods Road, Frederick, MD, Containing 5.65 acres +/-Tax ID No. 07-196288

#### 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 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 \$3,511.26 are Paid

Tax ID #: 07-197454

County/State Real Estate Taxes to Frederick County for the period ending June 30, 2017 in the amount of \$2,018.18 are Paid

Tax ID #: 07-196288

- 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.

## SCHEDULE B - SECTION II (Continued)

E. Satisfactory evidence that the limited liability company has not been dissolved, terminated or otherwise disbanded.

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 <u>2017</u> 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. Minimum Building Restriction Lines per Owner's Dedication on recorded plat.
- 11. Inquisition recorded in Liber 867 at Folio 405.
- 12. Notes on recorded plat.
- 13. Covenants and Amendments recorded in Liber 1545 at Folio 962.
- 14. Six Foot Easements per notes on plat for Wires, Cables, Storm Drainage and Utilities per recorded plat.

## SCHEDULE B - SECTION II (Continued)

- 15. Tree Trimming Easements shown on recorded plat.
- 16. Rights of Way reserved in Deed recorded in Liber 825 at Folio 630 and shown on plat recorded in Book 49 at page 11.
- 17. Well and Septic areas shown on recorded plat.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 and 9-06.

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

Previous editions are obsolete form HUD-1 (3/86) ref Handbook 4305.2

## A. Settlement Statement

### U.S. Department of Housing and Urban Development

B. Type of Loan UNDERWRITER:		OMB Approval No. 2502-0265						
	5. File Number	7. Loan Number	ber 8. Mortgage Insurance Case Number					
4. VA 5. Conv. Ins.  C. Note: This form is furnished to give you a statement of actu. Items marked "(p.o.c.)" were paid outside the closing WARNING: It is a crime to knowingly make false stat conviction can include a fine and imprisonment. For a conviction can include a fine and imprisonment.	ial settlement costs. Amounts paid to they are shown here for information;	and by the settlement agent are shown. purposes and are not included in the totals.	Title	Express Settlement System				
WARNING: It is a crime to knowingly make false stat conviction can include a fine and imprisonment. For or	ements to the United States on this o details see: Title 18 U. S. Code Section	r any other similar form. Penalties upon on 1001 and Section 1010.	Printe	d 05/17/2017 at 13:43 ML				
D. NAME OF BORROWER: <b>TBD</b> ADDRESS:								
E. NAME OF SELLER: N/A								
ADDRESS:								
F. NAME OF LENDER: N/A								
ADDRESS:								
G. PROPERTY ADDRESS: Big Woods Road, Fred	lerick							
H. SETTLEMENT AGENT: Maryland Title Center	: LLC							
· ·	Suite J, Frederick, MD 21704							
I. SETTLEMENT DATE:								
J. SUMMARY OF BORROWER'S TRAN	ISACTION:	K. SUMMARY OF SELLE	R'S TRANSACTIO	N:				
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER						
101. Contract sales price		401. Contract sales price						
102. Personal Property		402. Personal Property						
103. Settlement charges to borrower (line 1400)	775.00	403.						
104.		404.						
105.		405.						
Adjustments for items paid by sel	ler in advance	Adjustments for ite	ems paid by seller i	n 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.	775.00	412.						
120. GROSS AMOUNT DUE FROM BORROWER 200. AMOUNTS PAID BY OR ON BEHALF OF BORROW		420. GROSS AMOUNT DUE TO SELLER 500. REDUCTIONS IN AMOUNT DUE T						
201. Deposit or earnest money	<u>En</u>	501. Excess Deposit (see instructions)	O SELLEN					
202. Principal amount of new loans		502. Settlement charges to seller (line 1	400)					
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	1007					
204.		504.						
205.		505.						
206.		506.						
207.		507.						
208.		508.						
209.		509.						
Adjustments for items unpaid by s	eller	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. 220. TOTAL PAID BY/FOR BORROWER		519.	E SELLED					
300. CASH AT SETTLEMENT FROM OR TO BORROWER	520. TOTAL REDUCTION AMOUNT DUE SELLER 600. CASH AT SETTLEMENT TO OR FROM SELLER							
301. Gross amount due from borrower (line 120)	775.00	601. Gross amount due to seller (line 42						
302. Less amounts paid by/for borrower (line 220)	773.00	602. Less reduction amount due seller (I						
552. Less amounts paid by/101 boffower (life 220)		552. Less reduction amount due seller (I						
303. CASH FROM BORROWER	775.00	603. CASH TO SELLER		0.00				

1205

1301. Survey 1302. Pest Inspection

1300. ADDITIONAL SETTLEMENT CHARGES

**1400. TOTAL SETTLEMENT CHARGES** (enter on lines 103, Section J and 502, Section K)

form HUD-1 (3/86) ref Handbook 4305.2

775.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT File Number: **17-14605** PAGE 2 SETTLEMENT STATEMENT TitleExpress Settlement System Printed 05/17/2017 at 13:43 ML PAID FROM L. SETTLEMENT CHARGES PAID FROM 700. TOTAL SALES/BROKER'S COMMISSION based on price \$ = **BORROWER'S** SELLER'S Division of commission (line 700) as follows: FUNDS AT FUNDS AT **SETTLEMENT** 701. to SETTLEMENT 702. \$ 703. Commission paid at Settlement 800. ITEMS PAYABLE IN CONNECTION WITH LOAN 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. 811 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE 901. Interest From to @\$ /day 902. Mortgage Insurance Premium for to 903. Hazard Insurance Premium for to 904. 905. 1000. RESERVES DEPOSITED WITH LENDER FOR 1001. Hazard Insurance mo. @ \$ /mo 1002. Mortgage Insurance mo. @ \$ /mo 1003. City Property Tax mo. @ \$ /mo 1004. County Property Tax mo. @ \$ /mo mo. @ \$ 1005. Annual Assessments /mo 1009. Aggregate Analysis Adjustment 0.00 0.00 1100. TITLE CHARGES 1101. Settlement or closing fee to Maryland Title Center, LLC 450.00 1102. Abstract or title search to Maryland Title Center, LLC 175.00 1103. Title examination to Maryland Title Center, LLC 50.00 1104. Title insurance binder 1105. Document Preparation to Maryland Title Center, LLC 85.00 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 Maryland Title Center, LLC 15.00 1112. 1113. 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES 1201. Deed \$ ; Mortgage \$ ; Release \$ 1202 Deed \$ ; Mortgage \$ 1203 Deed \$ ; Mortgage \$ 1204

### 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 29th 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 PAULA J. MOATS and ROY A. FRITTS, parties of the first part, and PAULA J. MOATS, party of the second part, to PATH Allegheny Transmission Company, LLC, the Grantor herein, dated September 14, 2009, and recorded among the Land Records of Frederick County, Maryland in Book 7631 Page 0180.

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.

RECORDING FEE 101AL Rest FRGG & Ro

20.60 40.60 Reft & 86151

[SIGNATURE AND NOTARIZATION ON FOLLOWING PAGE] XX

SKO LHA Dec 27, 2010 Blk & 2474 69:34 on

NO TAX PAYMENT REQUIRED
Treasurer of

Frederick Coupty Maryland

Date / 10/6/10

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.

ATTEST

SEAL

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

Name: James A. Arcuri

Title: Assistant Secretary

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.

(NOTARIAL SEAL)

This instrument was prepared by:

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

**UPON RECORDING PLEASE RETURN TO:** 

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

## BK 8 1 6 3 PG 0 3 3 9

### EXHIBIT A

## **Legal Description**

**BEING** Lot One, as set forth and shown on the Plat entitled, "Correction Plat, Lot One, Block A, Section One, BIG WOODS ESTATES", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 49, at page 111.

**BEING** Lot Three, as set forth and shown on the Plat entitled, "Block A, Section One, BIG WOODS ESTATES", which Plat is recorded among the land Records of Frederick County, Maryland in Plat Book 10, at page 135.

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 8163, p. 0340, MSA\_CE61\_8008. Date available 01/03/2011. Printed 05/17/2017;

	altimore City nation provided is fo Assessments and 7 (Type or Print in E  ( Check Box if X Deed Deed of Trust Improved Sale Arms-Length // Recordstion	r the use of the use o	the Clerk's of d County Fl aly—All Cop	Office, Sinunce Offices Musical Musica	tate Departmen ffice Only, it Be Legible)	Other Length	PG ()	Total or used to the control of the	)	Vul		
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SDAT requires submission of all	3038 Big Woods Esi	3038 Big Woods Estate 3 & 1				Α	1	+		9.78		
applicable information.	Location/Address of Property Being Conveyed (2)   3050 Big Woods Road											
A maximum of 40 characters will be												
indexed in accordance												
with the priority cited in Real Property Article	Residential or Non-Residential Fee Simple or Ground Rent Amount:  Partial Conveyance? Yes No Description/Ami. of SqFt/Acreage Transferred:											
Section 3-104(g)(3)(i).	If Partial Conveyance	List Improve	emanta Conso	usdi		<del></del>						
7	If Panial Conveyance, List Improvements Conveyed:   Duc. 1 - Grantor(s) Name(s)   Duc. 2 - Grantor(s) Name(s)     PATH Allegheny Transmission Company, LLC, a Delawares   Duc. 1 - Owner(s) of Record, if Different from Grantor(s)     Duc. 2 - Owner(s) of Record, if Different from Grantor(s)											
Transferred												
From								m Grantor(s)				
8												
	PATH Allegheny Mar	Doc. I – Gra yland Transr		····	C. a Delawana	Doc. 2 – Grantee(s) Name(s)						
Transferred To	PATH Allegheny Maryland Transmission Company, LLC, a Delewang											
	800 Cabin Hill Drive,	Greensburg,	, Pennsylvar		wner's (Grante 1	e) Mailing Add	ress					
9 Other Names	Doc. 1 - Adr	Doc. 1 – Additional Names to be Indexed (Optional)						Doc. 2 - Additional Names to be Indexed (Optional)				
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10 Contact/Mail		Instrument Submitted By or Contact Person					Return to Contact Person					
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11 IMPORTANT: HOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER  Yes No Will the property being conveyed be the grantee's principal residence?								SPER				
	Assessment Information	Assessment Yes V No Does transfer include personal property? If yes, identify:										
	mornagyji	Yes	No W	as proper	ty surveyed? If	ves, attach conv	of survey til re	corded	BO COBY requi	red)		
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ilidati	Terminal Verifical Transfer Number		Agricultur Date Receiv			Whote Deed Referen	Part ce:	Assi	Tran. Proc	ess Verification / No.:		
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Rieintiff,

IN THE

JULIUS CINSBURG AND CERTRUDES, CINSBURG, his wife

IN THE CIRCUIT COURT

MORRIS CINSBING and PREDERICK COUNTY
JEAN CINSBURG, his vita

POR ....

DONALD H. MENSH and INIS G. MODER, his wife

(at law)

IPA GERALD GINSBURG and RECINA H. GINSBURG, his wife

HARVEY E. FOX, Trustee

JOHN FOX, Trustee

JOSEPH J. OLEHIK and JOHANNA PARIE OLEHNIK, Beneficiarien:

COUSTY CONSTRUCTORIES OF PREDEXICK COUNTY

and

но. 6787

THE STATE OF HARYLAND

n pofendants 1 1 1 1 1 1 1 1

#### HOLTERUPAL

STATE OF WARYLAND, PREDERICK COUNTY, Set.

AN INMISTRION taken in the Circuit Court for Frederick County on the 30 day of November , 1971, on the each of the Justin, whose space are hereto subscribed and souls affixed, being duly espaneled and sworn to justive and impartially assess the dawages gustained by the coners for the taking of the fee simple title to a parcel of land described as Farcel No. 1 in the Petition for Condemnation heretofore filed herein, said parcel of land being required by Paltimore Gas and Electric Company for the purpose of rendering electric nervice to the public which it serves and to construct, operate, and mainfain thereon Plainfiff's towers, poles; structures, wires, cables, conduits, and other facilities over and under said parcel of land, and in addition to said parcel of

## 800 867 NG 406

land, the right to: (1) have access at all times, using existing roads as far as practicable for the construction, operation, and maintenance of towers, poles, atrustures, wires, cables, and conduits, and other facilities upon, over, or under said parcel of land; and (2) trim; cut down, and remove trees on the parcels of land described as Parcel No. 2 and Parcel No. 3, owned by the Defendants, which trees might at any time in the sole judgment of the Plaintiff be liable to interfere with or fall upon Plaintiff's facilities to be located on the aforesaid Parcel No. 1; reserving to the Defendants, their heirs and assigns, in perpetuity, (1) the right to: (a) cross and extend roads and public utility facilities across said Parcel No. 1 anywhere except within 50 feet of any existing or proposed structure of the Plaintiff, and if such roads or facilities interfere with the use of the land by the Plaintiff, the Plaintiff will relocate them, (b) farm the said Faruel, and (a) use the said Parcel in any other manner as long as such other use in the sole judgment of the Plaintiff will not interfere with the construction, operation, and maintenance of Plaintiff's existing or Tuture facilities, but the Defendants shall not erect any buildings or structures thereon; and (3) any crops which may be damaged on land adjacent to said Parcel because of such construction, operation, and maintenance shall be paid for at provailing market prices. The area to be acquired in fee simple in described as follows:

That piece or percel of land situate, lying and being in the 7th Election District of Frederick County, Maryland, which is more particularly described as follows:

PARCHI 1. - RECIRCING For the proposed 200,00 feet wide electrical transmission right of way at a point on and distant 531,11 feet from an iron bar found at the beginning of the Fitch or South 31° 50° 15° East 1134,01 feet line of that percel of land which by deed dated August 24, 1965 and recorded among the Land Records of Frederick County, Maryland, in Liber 731 at Folio 35 was granted and conveyed by Ira Gorald Cinguage and Donald H. Mensh, as Joint Tenants, to Julius Cinsburg and Hes, Gertrude 8, Cinsburg, Morris Ginsburg, Morris Ginsburg, Both 1876, Foreign Cinsburg, Morris Ginsburg, Salvi Fitch Line Cinsburg and wife, Jean Ginsburg, Donald K. Mensh and wife, Iris 6, Mensh, and Ira Gerald Cinsburg and wife, Iris 6, Mensh, and Ira Gerald Cinsburg and wife, Noline Mr. Glunsburg, Salvi Fitch Line being erroneously salied 115,01 feet in said deed, and point of beginning being on the conterline of the above-mentioned right of way and running thence binding reversely along part of said 21fth Line Na New aurweyed North 31° 40° 50° Nest 100,51 feet, thesce Leaving the outline of

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The two (2) tree trimming areas are described as follows:

The two (2) tree trimming areas are described as follows:

PARCED 2 - SECHMUND for the 75.00 foot wide tree trimming arms at a point at the end of the First or Morth 31° 40' 50' West 100.61 foot line of the herein above-described 200.00 foot wide right of way said point of beginning also being on and distant bullo feet from an iron box found at the beginning of the Pitch or south 31° 58' 15" East 1154.01 feet line of that parcel of land which by deed dated lugust 28, 1967, and recorded asone the Land Records of Fraderick County, Maryland, in Liber 731 at Folio 358 was granted and conveyed by Ira Serala Glusburg and Bonald H. Monch, as Joint Fransts, to Julius Ginsburg and write, Serving S. Ginsburg, Morris Ginsburg and write, Serala Glusburg and write, Include the Hennish of Insburg, and Ira Cecald Ginsburg and write, Regims H.
Ginsburg, and Ira Cecald Ginsburg and write, Regims H.
Ginsburg, and Ira Cecald Ginsburg and write, Regims H.
Ginsburg, and Fifth line being erroneously called 115.00 feet is and deed, and running thence binding reversely alone part of and Iffin like as how surveyed North 31° ho' 50' Neat 73.86 feet, thence leaving the outline of and parcel of land and running for the two (2) following new lines of division as drawn northwesterly, parallel and 75.00 feet distant from the northwestermout line of the herein abovedoscribed 200.00 foot wide right of May, via 1 (1) North 20° 00' 00' 2ast 620.64 feet and 62) North 56° 50' 13' East 20.647 feet to a point on and distant on the herein abovedoscribed 200.00 foot wide right of May, via 1 (1) North 50' 101 25 East 20.647 feet to a point on and distant on the herein abovedoscribed 200.00 foot wide right of May, via 1 (1) North 50' 50' 13' East 20.647 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2) North 56' 50' 13' East 20.65 feet mad (2

# BOOK 867 MG-408

westerly, parallel and 75.00 feet distant from the northwesternmost line of the herein above described 200,00 foot wide right of way, Morth 56° 54° 46° East 345,28° feet to a point on non distant 96.71 feet from the beginning of the Thirteenth line of the abovement/oned parcel of land, thence binding reversely along part of said Thirteenth line as now surveyed Bouth 85° 18° 31° feet to a point at the end of the Third line of the herein abovedsouthed right of way theree binding reversely along all of the Third and Second lines of end right of way the twe (2) following courses and distances, viz.: (1) South 56° 54° 45° West 602,68 feet and (2) South 52° 00′ 00″ West 625,73 feet to the point of beginning, containing 2.099 acres of lard more or less.

less.

PANCEL 3 - RECINITING for the same at a point at the end of the Eighth or South 52° 00° 00° West 639.29 feet line of the herein abovedescribed 200,00 foot wide right of way said point of beginning also being on and distant 692,32 feet from an iron bar found at the beginning of the Fifth or South 31° 56° 15° East 115% 01 feet line of that parcel of land which by deed dated August 24°, 1965 and recorded among the Land Records of Frederick County, Maryland in Liber 731 at Folio 55% was granted and conveyed by Fra Gerald Ginsburg and bonald N. Mennh, as Joint Tenante, to Julius Ginsburg and bonald N. Mennh, as Joint Tenante, to Julius Ginsburg and wife, Gerivule S. Ginsburg, Norris Ginsburg and wife, Sear Ginsburg,
Donald H. Mensh and wife, Iris G. Mensh, and Ira Gerald Ginsburg and wife, Regina N. Ginsburg, and Fifth line being erroneously called 115,01 feet in said deed, and results thence binding reversely along all of the Righth and Seventh lines of said right of way the two (2) following courses and distances, vis.; (1) North 52° 00° 00° East 639,29 feet and (2) North 55° 34°, 55° Mast 625,11 feet to a point on and distant 58,27 feet from the send of the Twelfth line of the abovementioned parcel of Land, thence binding reversely along parcel of said Twelfth line as now aurveyed South 32° 32° 35° Sast 75.01 feet, thence leaving the outline of said parcel of land and running for two (2) new lines of division as now drawn parallel to and 75.00 feet distant from the Second and First lines of the sparcel of land and running for two (2) new lines of said parcel of land and running for two (2) new lines of said recorded, viz.; (1) Bouth 56° 54° 45° Mest 622,13 feet and (2) South 52° 00° 00° West 644,33 feet to a point on and distant from the Second and First lines of the sparcel of land and running for two (2) new lines of said Fifth line as now aurveyed South 31° 40° 50° West 75,46 feet to the point of beginning of the abovementioned Fifth line as now aurveyed South 31° 40° 50° West 75,46 feet to the point of

BEING part of that parcel of land which by deed dated August 24, 1967, and recorded among the land seconds of Frederick County, Maryland, in Liber 731 at Polio 386 was granted and conveyed by 17s Gerald Uinsburg and Bonald H. Mench, he Joint Tanants, to Julius Glasburg and wife, Gertruic S. Cineburg, Morris Glasburg and wife, Jean Clasburg, Donald H. Mench and wife, 1ris G. Messh, and Ira Gerald Cinsburg and wife, Regina H. Cinsburg.

The Jurors aforesaid having entured upon and examined said

property and having heard evidence introduced before them by the parties

# BOOK 867 PAGE 409

interested and having been instructed by the Court that the Flaintiff has the right to condense said parcols of land as above described, do say that they estimate, detoraine and value the damages which the owners shall suntain by the taking of the above parcols to be \$\frac{1}{2}\, O.250.00\$ and award the same to the Defendants.

IN WICHESS WHESEOF, the Subscribers, the Jurors aforesaid, have get their hands and scale the day and year (first above written,

Warren B. Procke

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\*\*Rencus L. H. Prissey

\*\*Linics of THATRECKY (SPAL)

\*\*Rencus L. H. Prissey

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\*\*Princes boulse reference (SEAL)

\*\*Rends in tyles That (SEAL)

\*\*Delvid G. Gordiner

\*\*Charles L. Free, Jr.

7: Al November 30, 1771

COVENENTS OF BIG WOODS ESTATES

The undersigned, who are the record owners of all of the lots in a subdivision as shown on a plat entitled "Block A, Section One, Big Woods Estates", recorded in Plat Book 10, folio 135 in the plat records of Frederick County, Maryland, hereby agree to delete from the restrictive covenants of said subdivision paragraph 9 which reads:

u(9) Livestock and poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

This restriction is not meant to apply to the keeping of horses or livestock which are intended for the private use of the owner.

#512200 LOSA #61 17174 #512210 COOS #61 17174 (\$#40) 00 17174 #512220 LOSA #61 17174 #512230 COOS #61 17174

Bushes OF Contract Bushes 100 1002/1

Owner of the things

Desperar D. Frien (SEAL), Owner of Lot & B. San Die (

gner of Lot 2

John Hanter

Swide of Hammer (SEAL)

Lánda Hammer

Linto 2 (SEA)

Cabriel C. Lamastra, Jr.

Shere of Lot & Jamostas Plans

Teresa T. Lamastra

COURT (Land Records) CCK 1545, p. 0962, MSA\_CE61\_1389. Date available 04/05/2006. Printed 05/17/2017.

### LIBERT 5 4 5 EDERIO 9 6 3.

STATE OF MARYLAND, CITY/COUNTY OF PREDERICK, to wit:

The foregoing instrument was acknowledged before me this 22nd day of February, 1989, by John Hammer, Linda Hammer, Gabriel Lamastra, Jr. Theresa Lamastra, Norbert R. Fortier, and Barbara Fortier.

My Commission expires 2/1/90

Hothy Suck

Madd to Tills Alexandy & . 7-27-70 TG - Application No. H-62068 - Parcel 259-A Written By: TJC/dmc 825 Mct630

Recorded June 19, 1970 at 3:10 o'd ook P. M.

THIS DEED, Made this Great day of Jenne

in the year one thousand nine hundred and seventy, by and between ROBERT H.

SNYDER and MARGARET R. SNYDER, his wife, of Frederick County, State of
Maryland, parties of the first part; and THE MARYLAND TITLE GUARANTEE

COMPANY, a body corporate of the State of Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all that parcel of land situate in the Seventh Election District of Frederick County, in the State of Maryland, and described as follows, that is to say:-

PARCEL NO. 1;

BECINNING for the same at a point on and distant 591,71 feet from a T Bar found at the end of the sixth or north 31 degree 58 minutes 15 second west 1, 154, 01 foot line of that parcel of land which, by Deed dated October 15, 1963 and recorded among the Land Records of Frederick County, Maryland in Liber 692 at Folio 344 was granted and conveyed by Joseph J. Oleinik and Johanna Marie Oleinik, his wife, to Robert H. Snyder and Margaret R. Snyder, his wife, said point of beginning being on the centerline of the proposed electrical transmission right-of-way (200.00 feet wide), and running thence binding reversely along part of said Sixth line as now surveyed, south 31 degrees 40 minutes 50 seconds east 100.61 feet to a point on the southeasternmost line of the abovementioned right-ofway, thence leaving the outline of said parcel of land and running for the southeasteramost line of said right-of-way being southeasterly, parallel and 100,00 feet distant from the centerline of said right-of-way, south 52 degrees 00 minutes 00 seconds west 366, 92 feet to a point on and distant 497.43 feet from a point at the beginning of the second line of the abovementioned parcel of land, thence binding reversely along part of said second line as now surveyed, north 31 degrees 40 minutes 50 seconds west 100, 61 feet to a point on the centerline of the boyemontioned right-of-way, thence continuing reversely along part of said second line as now surveyed, north 31 degrees 40 minutes 50 seconds west 100.61 feet to a point on the northwesternmost line of the abovementioned right-of-way, thence leaving the outline of said parcel of land and running for the northwesternmost line of said right-of-way boing northwesterly, parallel to and 100,00 feet distant from the centerline of said right-of-way, north 52 degrees 00 minutes 00 seconds east 366,92 feet to a point on and distant 491, 10 feet from the end of the abovementioned sixth line, thence binding reversely along part of said sixth line as now surveyed, south 31 degrees 40 minutes 50 seconds east 100, 61 feet to the point of beginning; containing 1,685 acres of land, more or less.

BEING part of that parcel of land which, by Deed dated October 15, 1963 and recorded among the Land Records of Frederick County, Maryland in Liber 692 at Folio 344 was granted and conveyed by Joseph J. Oleinik and Johanna Marie Oleinik, his wife, to the parties of the first part.

SALE PROPERTY NAMES TO 17 TO CO. S. D. C.

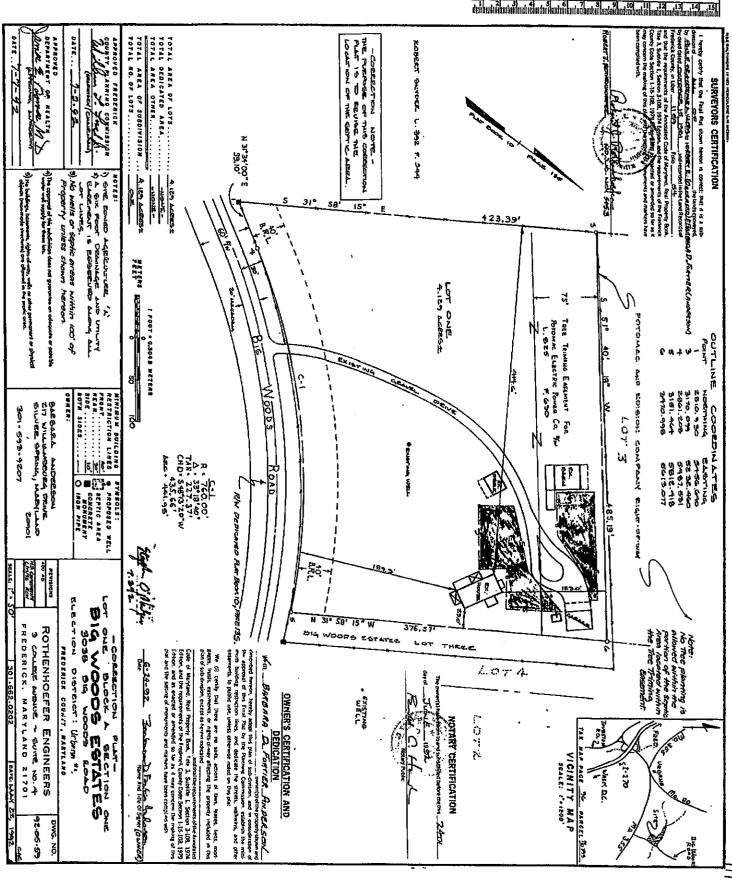
## 900N 825 MGE 631

The above described parcel of land is shown outlined in red and designated as Parcel No. 1 on plat entitled, "Plan Showing Property To Be Acquired From Robert H. Snyder, Et Ux", being plat 12807-B, attached hereto and made a part hereof.

made a part nerest.

DAVID E. BETTS and LEWS R. ROBERTS, Trustees, and COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE, Beneficiary, of a Deed of Trust dated Octobor 15, 1963 and recorded among the Land Records of Frederick County in Liber 693 at Folio 422, from Robort H. Snyder and Margaret R. Snyder, his wife, unite herein to release the property hereinabove described from the legal operation and effect of said Deed of Trust.





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MAP

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