

AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made as of this 20th day of May, 2022, by and between **Crestwood Village at Frederick Homeowners Association, Inc.** (“**Crestwood Village**”), and **Crestwood Apartments Nine LLC** and **Crestwood Apartments Four LLC** (collectively, “**Crestwood Apartments**”), their respective successors, affiliates and assigns. Each of Crestwood Village and Crestwood Apartments are sometimes referred to as a “Party” and collectively as “Parties.”

WHEREAS, Crestwood Village is the owner of certain property described on Exhibit A attached hereto and made a part hereof (“**Crestwood Village’s Property**”);

WHEREAS, Crestwood Apartments is the contract purchaser of adjoining property owned by Manchester Partners, LLC (the “**Existing Owner**”) described in Exhibit B attached hereto and made a part hereof (the “**Crestwood Apartments Property**”); and

WHEREAS, in connection with the development of the Crestwood Apartments Property, Frederick County, Maryland (“**County**”) is requiring that Crestwood Village grant certain easements to the County; and

WHEREAS Crestwood Village is willing to grant such easements to the County on the terms and condition hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Crestwood Village and Crestwood Apartments, intending to be legally bound, do hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made a part hereof as if fully set forth in this Section 1.

2. Crestwood Village hereby agrees to execute a Deed of Easement in favor of the County, substantially in the form of the Deed of Easement attached hereto and made a part hereof as Exhibit C (the “**Deed of Easement**”) for the purpose of facilitating the installation of utilities on the Crestwood Apartments Property and access thereto.

3. In consideration of Crestwood Village’s agreement to execute the Deed of Easement, Crestwood Apartments agrees to:

(a) (i) Pay to Crestwood Village the sum of Fifteen Thousand Dollars (\$15,000.00) within ten (10) days of the date Crestwood Apartments acquires the Crestwood Apartments Property from the Existing Owner or (ii) in the event Crestwood Apartments fails to acquire the Crestwood Apartments Property from Existing Owner on or before December 31, 2022, pay to Crestwood Village the sum of Fifty Thousand Dollars (\$50,000.00);

(b) Pay to Crestwood Village up to the sum of One Thousand Five Hundred Dollars (\$1,500.00) (the “**Legal Reimbursement**”) to cover legal expenses and review of the Agreement and Deed of Easement within ten (10) days of submission of copies invoices therefor;

(c) Prior to occupancy of the residential units to be constructed on the Crestwood Apartments Property, at Crestwood Apartments' sole cost and expense, berm/landscape around the parking lots to be installed on the Crestwood Apartments Property as shown on the Landscape Plan attached hereto as Exhibit D;

(d) Prior to occupancy of the residential units to be constructed on the Crestwood Apartments Property, at Crestwood Apartments' sole cost and expense, provide a 6' black chain link fence similar to existing fencing, but with slats, around the entire perimeter of the portion of the Crestwood Village Property that borders the Crestwood Apartments Property as shown on the Landscape Plan attached hereto as Exhibit D;

(e) Provide site lighting to the Crestwood Apartments Property using colonial style lights with a shield on the side of the lights that faces the Crestwood Village Property.

4. In order to secure Crestwood Apartments' obligation pursuant to Section 3(a) hereof, simultaneously upon execution of this Agreement Crestwood Apartments shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) (the "**Escrowed Funds**") to be held by Rosen Hoover Sykes Brown P.A. ("**Escrow Agent**") in a non-interest-bearing account at a federally insured bank.

(a) In the event Crestwood Apartments acquires the Crestwood Apartments Property from the Existing Owner, Escrow Agent shall deliver the sum of Fifteen Thousand Dollars (\$15,000.00) to Crestwood Village at the time specified in Section 3(a) above and the remainder of the Escrowed Funds shall be returned to Crestwood Apartments.

(b) In the event Crestwood Apartments fails to acquire the Crestwood Apartments Property from Existing Owner on or before December 31, 2022, Escrow Agent shall deliver the Escrowed Funds in their entirety to Crestwood Village on or before January 10, 2023.

5. Crestwood Village understands that Crestwood Apartments is the contract purchaser for the Property, and Crestwood Village further agrees that if Crestwood Apartments does not purchase the Property from the Existing Owner, all rights, obligations, duties and payments under this Agreement shall be void and of no force and effect, except as provided in Sections 3(a) and 4(b).

6. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

7. If any provision of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

8. All notices hereunder shall be in writing, personally delivered and receipted for, sent by recognized overnight courier service, sent by certified or registered first class U.S. mail,

postage prepaid, or sent by electronic mail transmission (with a copy thereof sent by any of the other means of notice as provided herein) to the following:

If to Crestwood Village:

Crestwood Village at Frederick Homeowners Association, Inc.
6902 Crabapple Drive
Frederick, Maryland 21703
Attn: Property Manager
Email: info@crestwoodvlg.net

If to Crestwood Apartments:

Crestwood Apartments Four LLC
Crestwood Apartments Nine LLC
16 Greenmeadow Drive
Suite G107
Timonium, Maryland 21093
Attn: Brian P. Lopez
Email: blopez@ospreypc.com

Any such notice shall be deemed received upon personal delivery, one (1) business day after delivery to a recognized overnight courier service, upon the date of acceptance (or refusal) shown on a certified mail return receipt, or date of transmission by facsimile. The Parties shall be responsible for notifying each other of any change of address or change in the persons to be notified.

9. Crestwood Apartments and the Crestwood Village respectively warrant that each has the full and lawful right, acting by and through its undersigned representative executing this Agreement, to execute and deliver this Agreement for the purposes herein set forth.

10. This Agreement shall be governed by the laws of the State of Maryland.

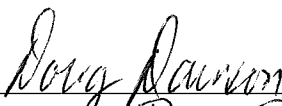
11. This Agreement may be executed in any number of counterparts, and the execution and delivery by both parties of a counterpart, even though both parties have not executed and delivered the same counterpart, shall be deemed full execution of this agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first above.

Crestwood Village:

Crestwood Village at Frederick Homeowners Association, Inc.

By: 
Name: Doug Dawson
Title: President
Date: May 20, 2022

Crestwood Apartments:

Crestwood Apartments Nine LLC

By: Crestwood Manager Nine LLC,
its Managing Member

By: Osprey Property Company II LLC,
its Administrative Member

By: 
Brian P. Lopez, President

Crestwood Apartments Four LLC

By: Crestwood Manager Four LLC,
its Managing Member

By: Osprey Property Company II LLC,
its Administrative Member

By: 
Brian P. Lopez, President

EXHIBIT A
CRESTWOOD VILLAGE PROPERTY

Being the land conveyed by Woodland Properties, Inc et al to Crestwood Village at Frederick Homeowners Association, Inc. by deed dated February 5, 1991, recorded in Book 1692 at Page 1054 among the Land Records of Frederick County, Maryland, said land also being that certain 2.7734-acre Open Space Parcel shown and described on a plat entitled "Crestwood Village, Village III", recorded among said land records in Plat Book 30 at Page 185

EXHIBIT B
CRESTWOOD APARTMENTS PROPERTY

Being the land conveyed by Ilona M. Hogan to Manchester Partners, LLC by deed dated June 10, 2016, recorded in Book 11484 at Page 294 among the Land Records of Frederick County, Maryland

EXHIBIT C
DEED OF EASEMENT

(see attached)

RECORD AND RETURN TO:

FCG - Beth Ramacciotti
Water and Sewer Utilities
4520 Metropolitan Court

Tax Account No. NONE
W&S Contract No. 014A-SW

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 16 day of August, 2022, by **Crestwood Village at Frederick Homeowners Association, Inc. ("GRANTOR")** and **Frederick County, Maryland**, a body corporate and politic of the State of Maryland (**"GRANTEE"**).

THIS DEED OF EASEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and in further consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the GRANTOR does hereby grant and convey unto the GRANTEE, its successors and assigns, the following:

All those perpetual easements being more particularly shown and described as "PART ONE" containing 2720 square feet OR 0.0624 acres and "PART TWO" containing 644 square feet OR 0.0148 acres on **EXHIBIT "A"**, which is attached hereto and incorporated herein by reference, said easement being for the purposes of constructing, installing, maintaining, repairing, replacing, altering and operating a water and/or sewer line or lines, service pipes, manholes, valves, fixtures and equipment (all hereinafter called "Equipment").

Those perpetual easements, hereinabove described, being situate in, through, over and across that parcel of real estate located in the 2nd Election District, Frederick County, Maryland, described and conveyed unto the GRANTOR pursuant to (1) deed dated June 22, 1988 and recorded among the land records of Frederick County, Maryland in Liber 1495, folio 042 from Crestwood Village, Inc., a New Jersey corporation and (2) deed dated February 5, 1991 and recorded among said land records in Liber 1692, folio 1054 from Woodland Properties, Inc., a New Jersey corporation f/k/a Crestwood Village, Inc. and MVA Holdings, Inc., a New Jersey corporation.

The GRANTOR and GRANTEE do hereby covenant and agree, for themselves, their heirs, personal representatives, successors and assigns, as follows:

- A. All water and sewer lines, fixtures and equipment installed, erected or maintained in the easement area(s) shall be and remain the property of the Grantee.
- B. The Grantee, and its agents, shall have the right of ingress and egress to and from the aforesaid easement area(s), in, through, over and across the land of the Grantor: provided, however, that the Grantee shall use existing roadways where possible and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures and structures.
- C. The Grantee shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement area(s), deemed by the

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 16090, p. 0241, MSA_CE61_15937. Date available 08/19/2022. Printed 08/23/2022.

Grantee to interfere with the proper and efficient use of the easement(s) for the purposes herein named, provided, however, that the Grantee, at its own expense, shall restore as nearly as possible the property to its original condition, including the backfilling of trenches, resurfacing of roadways and reseeding of lawns and pasture areas, disturbed during the original construction or future maintenance, but not the replacement of structures, fences, trees or other obstructions. These provisions regarding the restoration, replacement and reseeding shall be applicable during the original construction and future maintenance of any water or sewer lines or equipment related thereto.

- D. The water mains and/or sanitary sewer line or lines shall be installed below cultivation level, except for certain appurtenances typical to water and sewer facilities such as stacks, vents, manholes, etc., which may extend to or above ground level and the Grantor reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) herein granted not inconsistent with the rights conveyed herein or with the use of the easement(s) by the Grantee for the purposes named. Among other uses inconsistent with such easement(s), the Grantor shall not, within the easement area(s), erect any building or other structure, make a fill which will result in more than eight (8) feet of ground cover over an existing or proposed sewer or water line, excavate to an extent which will result in ground cover of less than four (4) feet over an existing or proposed water or sewer line, pave over or cover any Equipment which is at or above ground level, or inundate the land with water.

AND THE GRANTOR does hereby warrant specially the easement(s) conveyed herein and does further covenant and agree to execute such other and further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

Witness:

**CRESTWOOD VILLAGE AT
FREDERICK HOMEOWNERS
ASSOCIATION, INC.**, a Maryland
non-stock corporation

Eleanor Luedel

By: *Doug Dawson* (SEAL)
Name: *Doug Dawson*
Title: *President*

GRANTOR

Witness/Attest:

FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland

Emilee Naumann

By: *Rick Harcum* (SEAL)
Rick Harcum
Chief Administrative Officer

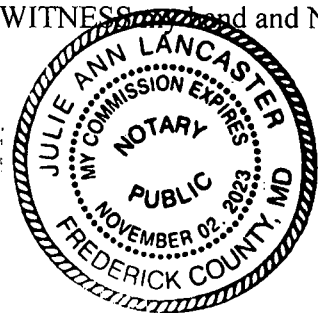
*KLM
8/19/22
2022*

GRANTEE

STATE OF MARYLAND, COUNTY OF Frederick, TO WIT:

I HEREBY CERTIFY that on this 5th day of July, 2022, before me, the subscriber, a Notary Public in and for the State of Maryland and County of Frederick, personally appeared Doug Dawson, who acknowledged himself to be the PRESIDENT of Crestwood Village at Frederick Homeowners Association, Inc., a Maryland non-stock corporation, and that he, as the PRESIDENT of Crestwood Village at Frederick Homeowners Association, Inc., being authorized so to do, executed the foregoing DEED OF EASEMENT for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.



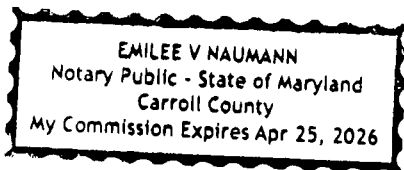
Julie Lancaster
NOTARY PUBLIC

My Commission expires: November 2, 2023

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 16 day of August, 2022, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Rick Harcum who acknowledged himself to be the Chief Administrative Officer of Frederick County, Maryland a body corporate and politic, and that he, as Chief Administrative Officer, being authorized so to do, executed the foregoing DEED OF EASEMENT for the purposes therein contained, by signing the name of the body corporate and politic by himself as Chief Administrative Officer.

WITNESS my hand and Notarial Seal.



Emilee Naumann
Notary Public

My Commission Expires: 4/25/2026

CERTIFICATION OF PREPARATION

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

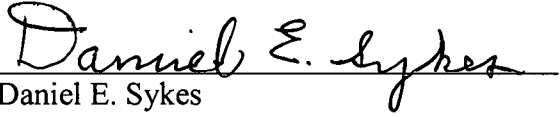

Daniel E. Sykes

EXHIBIT "A"

**DESCRIPTION OF
WATER AND SEWER EASEMENTS
ACROSS THE LAND OF
CRESTWOOD VILLAGE AT FREDERICK HOMEOWNERS ASSOCIATION, INC.**

**FREDERICK ELECTION DISTRICT NO. 2
FREDERICK COUNTY, MARYLAND**

Being two strips or parcels of land running in, over, across and through the land conveyed unto Crestwood Village at Frederick Homeowners Association, Inc. pursuant to (1) deed dated June 22, 1988 and recorded among the land records of Frederick County, Maryland in Liber 1495, folio 042 from Crestwood Village, Inc., a New Jersey corporation and (2) deed dated February 5, 1991 and recorded among said land records in Liber 1692, folio 1054 from Woodland Properties, Inc., a New Jersey corporation f/k/a Crestwood Village, Inc. and MVA Holdings, Inc., a New Jersey corporation, said land also being that certain 2.7734-acre Open Space Parcel shown and described on a plat entitled "Crestwood Village, Village III", recorded among said land records in Plat Book 30 at Page 185, more particularly described as now surveyed in the 1983 Adjustment of the North American Datum as projected for the State of Maryland (NAD83), and as depicted on the graphical attachment found herewith and made a part hereof:

PART ONE

Beginning for said strip or parcel of land at an iron pin found at the beginning of the S 83°50'34" E, 53.98 feet line of said plat; thence running with part of said plat line

1. South 83° 53' 11" East, 25.31 feet to a point; thence leaving said line and running through said Open Space Parcel by the following bearing and distance

2. South 32° 53' 59" West, 140.68 to a point on the northerly right of way line of Arbor Drive (60' wide); thence running with said right of way line

3. 6.46 feet along the arc of a curve deflecting to left having radius of 1,030.00 feet and a chord bearing and distance of North 58° 13' 30" West, 6.46 feet to a point on the easterly line of a forty (40) feet wide water and sewer easement recorded among said land records in Liber 1006 at Folio 433; thence departing Arbor Drive and running through said parcel along the easterly lines of said easement (L. 1006 F. 433) by the following two (2) bearings and distances

4. North 26° 54' 39" East, 45.41 feet to a point; thence

5. North 08° 25' 23" East, 45.47 feet to a point; thence departing said easement and continuing through said parcel by the following course

6. North 32° 56' 07" East, 57.29 feet to a point on the S 05°45'55" W, 446.71 feet line of said plat; thence running with part of said plat line

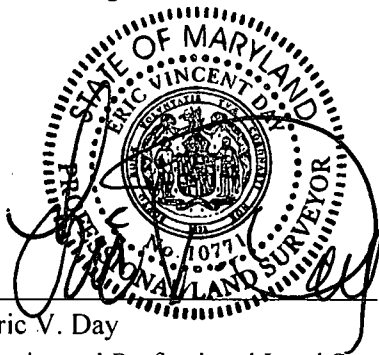
7. South 05° 45' 40" West, 16.23 feet to the point of beginning, containing an area of 2,720 square feet or 0.0624 acres of land.

PART TWO

Beginning for said strip or parcel of land at a point on the S 05°45'55" W, 446.71 feet line of said Crestwood Village plat, said point lying 51.26 feet in a northerly direction from the southerly end of said line; thence running through said Open Space Parcel by the following three (3) bearings and distances

1. North 84° 14' 20" West, 22.16 feet to a point on the above mentioned easterly line of a forty (40) feet wide water and sewer easement (L.1006 F. 433); thence running with said easterly right of way line
2. North 08° 25' 23" East, 30.03 feet to a point; thence departing said right of way line and crossing said parcel by the following bearing and distance
3. South 84° 14' 20" East, 20.77 feet to a point on said S 05°45'55" W, 446.71 feet plat line; thence running with part of said line
4. South 05° 45' 40" West, 30.00 feet to the point of beginning, containing an area of 644 square feet or 0.0148 acres of land.

The undersigned, being a licensed surveyor, under the employ of Dewberry Consultants LLC, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12



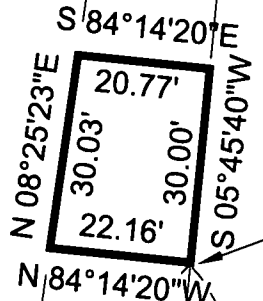
Eric V. Day
Registered Professional Land Surveyor
Maryland Registration No. 10771
Expires 2/13/2024

WAD
8.10.22

LAND OF
CRESTWOOD VILLAGE AT
FREDERICK HOA, INC.
PB. 30 PG. 185
L.1495 F.42 AND L.1692 F. 1054

CENTERLINE OF 40' WATER & SEWER EASEMENT
L. 1006 F. 433

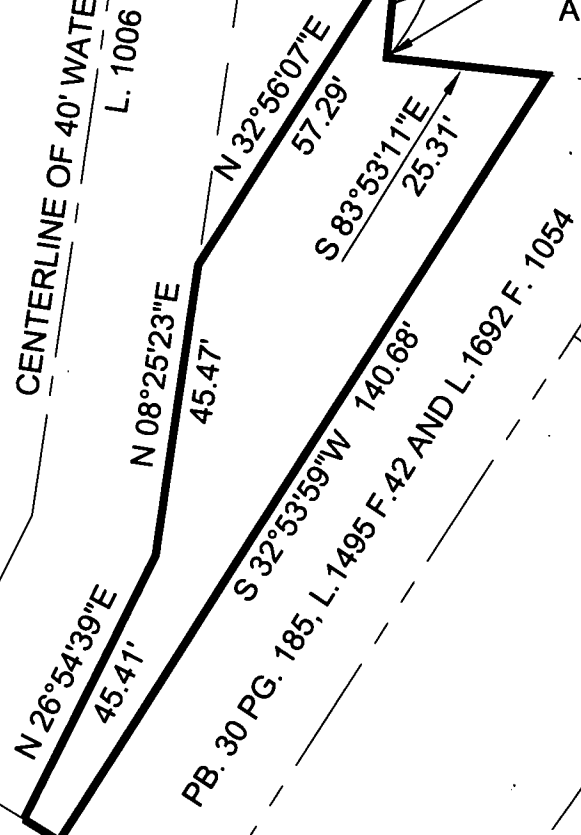
S 05°45'55" W, 446.71' LINE
OF PB. 30 P. 185
LAND OF
MANCHESTER
PARTNERS LLC
BK. 11484 PG. 294



PART TWO
POINT OF BEGINNING
AREA= 644 SQ.FT. OR
0.0148 AC.

PART ONE
POINT OF BEGINNING
AREA= 2,720 SQ.FT. OR
0.0624 AC.

MD STATE GRID - NAD83
SCALE: 1"= 30'



S 83°50'34" E, 53.98' LINE
OF PB. 30 P. 185

A= 6.46'
R= 1030.00'
CHD=N 58°13'30"W
6.46'

ARBOR DRIVE
60' RW - PB.30 P. 185

ATTACHMENT TO EXHIBIT A
WATER AND SEWER EASEMENTS
ACROSS THE LAND OF
CRESTWOOD VILLAGE AT FREDERICK
HOMEOWNERS ASSOCIATION, INC.
FREDERICK (2ND) ELECTION DISTRICT
FREDERICK COUNTY, MARYLAND

Dewberry
321 Ballenger Center Drive, Suite 103
Frederick, MD 21703
(301) 663-3158 Fax: (301) 663-3679

WJ
8.10.22

LR - Government
Instrument 0.00
Agency Name: Frederick
County, MD
Instrument List:
Agreement / Easement
Describe Other:
Crestwood Village at
Frederick HDA
Ref:

=====
Total: 0.00
08/17/2022 03:44
CC10-SK
#16527245 CC0601 -
Frederick
County/CC06.01.01 -
Register 01



DOCUMENT VALIDATION

(excluded from page count)

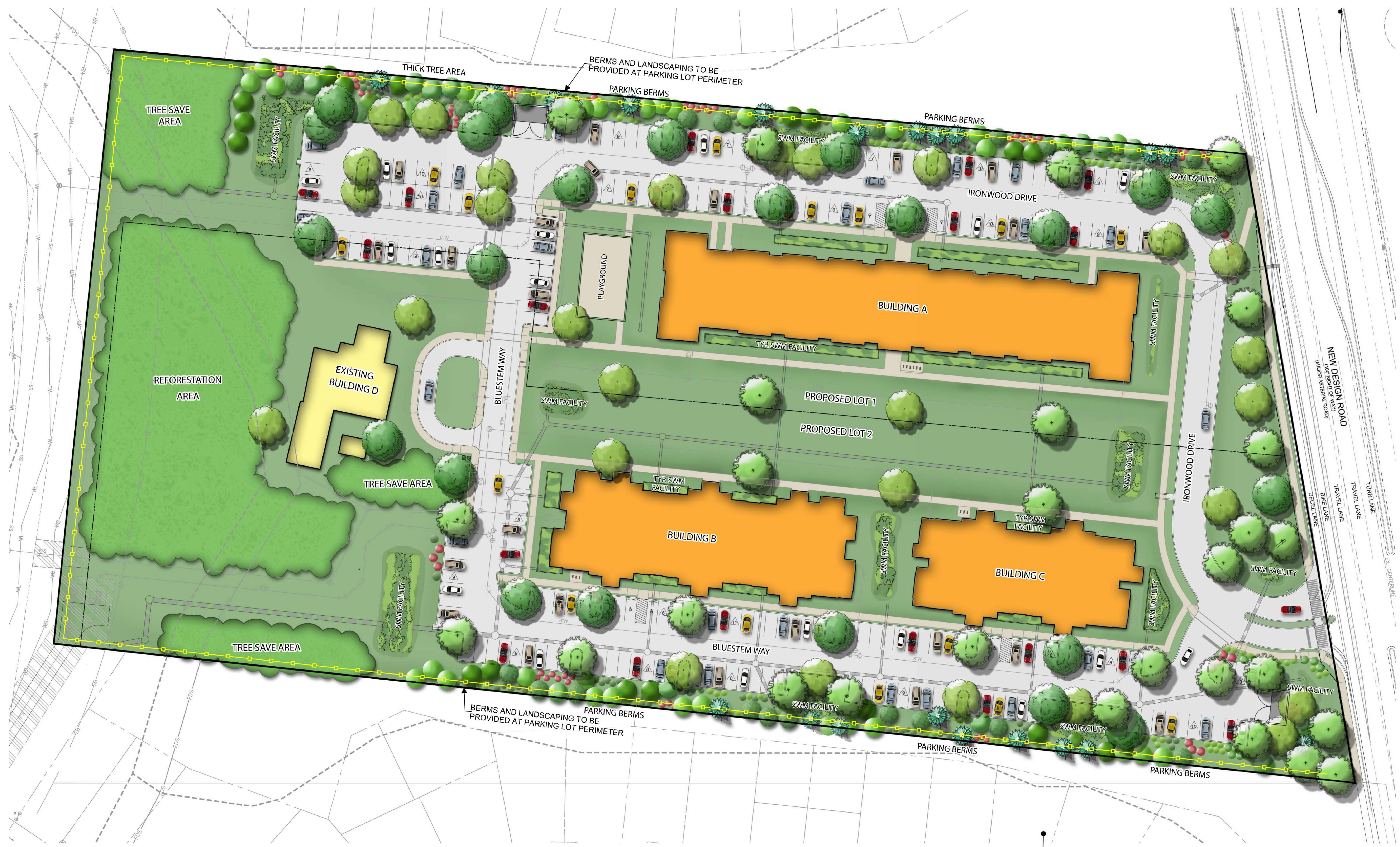
CIRCUIT COURT FOR FREDERICK COUNTY

SANDRA K. DALTON
100 WEST PATRICK STREET
FREDERICK, MD 21701

LAND RECORDING/LICENSING
301-600-1976

FREDERICK COUNTY CIRCUIT COURT (Land Records) SKD 16090, p. 0248, MSA_CE61_15937. Date available 08/19/2022. Printed 08/23/2022.

EXHIBIT D
LANDSCAPE PLAN



CRESTWOOD MANOR