

35

DEED

THIS DEED, made this 57<sup>th</sup> day of December, 1990, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation, party of the first part ("Grantor") and MARK BUILDING COMMUNITIES, INC., a Maryland corporation ("Grantee");

WITNESSETH:

That in consideration of the sum of Five Dollars (\$5.00), and other valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said Grantee, all of those certain lots of ground situate in the Fifth Election District, Howard County, Maryland and described as follows, that is to say:

Lots 3 and 4, as shown on a Plat(s) entitled "Columbia, Village of Hickory Ridge, Section 6, Area 5, Lots 1 thru 61," recorded among the Land Records of Howard County, Maryland as Plat Nos. 9343.

Lots 82 thru 87, inclusive, as shown on a Plat entitled "Columbia, Village of Hickory Ridge, Section 6, Area 6, Lots 62 thru 106," recorded among the Land Records of Howard County, Maryland as Plat No. 9340.

BEING a part of the land acquired by the The Howard Research and Development Land Company from The Howard Research and Development Corporation by virtue of deed dated October 6, 1986 and recorded among the Land Records of Howard County, Maryland, in Liber 1535 folio 193. The Howard Research and Development Land Company having thereafter changed its name to The Howard Research and Development Corporation by Articles of Amendment recorded June 4, 1990.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described parcels of ground and premises, unto and to the use of the said Grantee, its successors and assigns, in fee simple.

SUBJECT, HOWEVER, to those covenants, agreements, easements, charges, liens, restrictions, reservations and other encumbrances, including: (i) matters of public record as of the date hereof other than mortgages or deeds of trust; (ii) easements and rights-of-way to Howard County and public utility companies not included in (i) above and existing as of the date hereof so long as the same shall not render title unmarketable; (iii) easements and rights-of-way shown on the Final Development Plan and/or Final Subdivision Plat of the property hereby conveyed; (iv) easements and rights-of-way which as of the date hereof may be observed by an inspection of the property; (v) the Deed, Agreement and Declaration dated December 13, 1966 by and

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 2280, P. 0068, MSA\_CE53\_2266. Date available 05/06/2004. Printed 01/14/2020.

All taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by 1-11-91 have been paid. This statement is for the purpose of permitting resumption and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sale. 15-095342 15-095350 15-095369 15-095377 15-155385 85-415033 85-412641

Exhibit # 35 Date 7/29/90 Applicant/Protestant

ZERING Case 119M - HEVC

Amount N/A Signature Carl Hande 11/14/91

RECEIVED JAN 16 1991 State Dept. of Assessments and Taxation - Howard County

between The Columbia Park and Recreation Association, Inc., as Grantor, and C. Aileen Ames, as Grantee, recorded among the Land Records of Howard County, Maryland, in Liber WHH 463, folio 158 as supplemented; (vi) benefit charges assessed for water and sewer facilities; (vii) taxes not delinquent; (viii) zoning, subdivision and building restrictions and other laws, ordinances and regulations of governmental bodies having jurisdiction over the property; and (ix) Deed, Agreement and Declaration dated May 26, 1971 between The Howard Research and Development Corporation, The Columbia Park and Recreation Association, Inc. and Sharon M. Anderson, recorded among the Land Records of Howard County, Maryland, in Liber 559, folio 437, as amended.

SUBJECT, FURTHER, that each Lot herein conveyed shall be used solely for the construction of a single-family residential detached dwelling type structure and upon completion of said construction for residential inhabitation by a single assemblage of individuals living together in a one family type group or by persons living together as a bona fide, single housekeeping unit.

AND SUBJECT, FURTHER, that each Lot herein conveyed shall in no instance be divided, apportioned and/or subdivided by Grantee or any successors or assigns.

AND the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

GRANTOR, for the benefit of itself and its successors and assigns, reserves the right, at Grantor's sole election and expense, to do the following in regard to the planting of street trees on lots constituting the property herein conveyed:

- (i) In regard to lots having two property lines adjacent to streets, to plant no more than seven (7) street trees within a distance of no more than twenty (20) feet of such property lines;
- (ii) In regard to lots having property lines adjacent to lots designated for open space use, to plant no more than five (5) street trees within a distance of no more than twenty (20) feet of each such property line; and
- (iii) In regard to lots having only one property line adjacent to a street, to plant no more than three (3) street trees within a distance of no more than ten (10) feet of such property line.

GRANTEE, by the acceptance of this Deed, hereby acknowledges and agrees that the property herein conveyed is and shall be subject to certain easements for water, sewer, storm drains, storm water management facilities and other municipal utilities granted or to be hereafter granted by Grantor unto Howard County, Maryland in those locations on or about the property herein conveyed as shown on the recorded subdivision plat of the property identified above, which easements are intended to be and shall be recorded subsequent to the recordation of this Deed.

ALL covenants, restrictions, easements and other encumbrances enumerated in this Deed shall specifically run with the property herein conveyed and shall bind Grantee, its heirs, successors and assigns.

LIBER 2455 FOLIO 140

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DEED

JAN 17 1992

THIS DEED, made this 30<sup>th</sup> day of ~~November~~ <sup>State Dept. Assessments</sup> ~~1991~~ by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation, party of the first part ("Grantor") and ALLAN HOMES, INC., a Maryland corporation, party of the second part ("Grantee");

WITNESSETH:

That in consideration of the sum of Five Dollars (\$5.00), and other valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said Grantee, all of that certain lot of ground situate in the Fifth Election District, Howard County, Maryland and described as follows, that is to say:

Lot 69, as shown on a Plat entitled "Columbia, Village of Hickory Ridge, Section 6, Area 6, Lots 62 thru 106, recorded among the Land Records of Howard County, Maryland as Plat No. 9340.

BEING a part of the land acquired by the The Howard Research and Development Land Company from The Howard Research and Development Corporation by virtue of deed dated October 6, 1986 and recorded among the Land Records of Howard County, Maryland, in Liber 1535 folio 193. The Howard Research and Development Land Company having thereafter changed its name to The Howard Research and Development Corporation by Articles of Amendment recorded June 4, 1990.

RECD FEE 14.50  
RCRD TAX 575.00  
CNTY TAX 1150.00  
STAT TAX 575.00  
SURCHG 5.00  
DEED # 92 #  
#001880 C679 R01 T10:40  
01/20/92

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described parcel of ground and premises, unto and to the use of the said Grantee, its successors and assigns, in fee simple.

SUBJECT, HOWEVER, to those covenants, agreements, easements, charges, liens, restrictions, reservations and other encumbrances, including: (i) matters of public record as of the date hereof other than mortgages or deeds of trust; (ii) easements and rights-of-way to Howard County and public utility companies not included in (i) above and existing as of the date hereof so long as the same shall not render title unmarketable; (iii) easements and rights-of-way shown on the Final Development Plan and/or Final Subdivision Plat of the property hereby conveyed; (iv) easements and rights-of-way which as of the date hereof may be observed by an inspection of the property; (v) the Deed, Agreement and Declaration dated December 13, 1966 by and between The Columbia Park and Recreation Association, Inc., as Grantor, and C. Aileen Ames, as Grantee, recorded among the Land Records of Howard County, Maryland, in Liber WHH 463, folio 158 as supplemented; (vi) benefit charges assessed for water and sewer facilities; (vii) taxes not delinquent; (viii) zoning, subdivision and building restrictions and other laws, ordinances and regulations of governmental bodies having jurisdiction over the property; and (ix) Deed, Agreement and Declaration dated

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#11981 (November 26, 1991)

Agricultural Transfer Tax in the

Amount of \$ N/A

Signature Alan J. Miller 1/17/92

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

Alan J. Miller 1/17/92

May 26, 1971 between The Howard Research and Development Corporation, The Columbia Park and Recreation Association, Inc. and Sharon M. Anderson, recorded among the Land Records of Howard County, Maryland, in Liber 559, folio 437, as amended.

SUBJECT, FURTHER, that each Lot herein conveyed shall be used solely for the construction of a single-family residential detached dwelling type structure and upon completion of said construction for residential inhabitation by a single assemblage of individuals living together in a one family type group or by persons living together as a bona fide, single housekeeping unit.

AND SUBJECT, FURTHER, that each Lot herein conveyed shall in no instance be divided, apportioned and/or subdivided by Grantee or any successors or assigns.

AND the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

GRANTOR, for the benefit of itself and its successors and assigns, reserves the right, at Grantor's sole election and expense, to do the following in regard to the planting of street trees on lots constituting the property herein conveyed:

- (i) In regard to lots having two property lines adjacent to streets, to plant no more than seven (7) street trees within a distance of no more than twenty (20) feet of such property lines;
- (ii) In regard to lots having property lines adjacent to lots designated for open space use, to plant no more than five (5) street trees within a distance of no more than twenty (20) feet of each such property line; and
- (iii) In regard to lots having only one property line adjacent to a street, to plant no more than three (3) street trees within a distance of no more than ten (10) feet of such property line.

GRANTEE, by the acceptance of this Deed, hereby acknowledges and agrees that the property herein conveyed is and shall be subject to certain easements for water, sewer, storm drains, storm water management facilities and other municipal utilities granted or to be hereafter granted by Grantor unto Howard County, Maryland in those locations on or about the property herein conveyed as shown on the recorded subdivision plat of the property identified above, which easements are intended to be and shall be recorded subsequent to the recordation of this Deed.

ALL covenants, restrictions, easements and other encumbrances enumerated in this Deed shall specifically run with the property herein conveyed and shall bind Grantee, its heirs, successors and assigns.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice President to set his hand hereto.

ATTEST:

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

[Signature]  
Assistant Secretary

By [Signature]  
Vice President

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of November, 1991, before me, the undersigned Notary Public of the State aforesaid, personally appeared Alton J. Sears who acknowledged himself to be a Vice President of The Howard Research and Development Corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing Deed for the purposes therein contained by signing, in my presence, the name of the said Corporation by himself as such Vice President. Said Alton J. Sears further made oath that the conveyance made by the foregoing Deed is not a part of a transaction in which there is a sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of The Howard Research and Development Corporation.

WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

My commission expires 1-11-94

AFFIDAVIT OF CONSIDERATION

The undersigned hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of One Hundred Fifteen Thousand and No/100ths Dollars (\$115,000.00).

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By [Signature]  
Vice President

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

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by [Signature] have been paid. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods nor does it guarantee satisfaction of outstanding tax sales.

[Signature]  
Name: BRUCE F. KOSCHITZ

15-095172

[Signature]  
5999 Haynes Linn Rd  
21044

2025 RELEASE UNDER E.O. 14176

RECEIVED

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DEED

JAN 17 1992

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STAT TAX 575.00  
SURCHG 5.00  
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H001880 C679 R01 T10:40  
01/20/92

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574.50  
1150.00  
575.00  
575.00

#11981 (November 26, 1991)

Agricultural Transfer Tax in the

Amount of \$ N/A

Signature *Allen Mills* 1/17/92

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

*Allen Mills* 1/17/92

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