

C.F. JOURNAL OF POST KEYNESIAN ECONOMICS

SCALE 1"=100'

Photo 207 HSA CM 2/57 B567.2

32020.D3 5/22/07

THIS DEED, made this 11<sup>th</sup> day of June, in the year Two Thousand Nine, by  
SIAMACK BAHRAMI, a resident of Montgomery County, State of Maryland.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and  
other good, valuable and sufficient considerations, receipt of which is hereby  
acknowledged, the said Siamack Bahrami does hereby grant and convey unto ST.  
MARTIN'S BY THE BAY HOMEOWNERS' ASSOCIATION, its successors and  
assigns, the following described property:

ALL that parcel or tract of land situate, lying and being in the Third Election  
District of Worcester County, State of Maryland, and designated as "Revised Parcel P-  
1A" on a plat entitled "Boundary Line Adjustment, Parcel P, Parcel P-1A, Parcel P-4 &  
Parcel B" of the subdivision known as "St. Martin's by the Bay," Worcester County,  
Maryland, and recorded among the Plat Records of Worcester County, Maryland, in Plat  
Cabinet S.V.H. No. 232, Folio 13; AND INCLUDING the majority of that lot or parcel of  
land, lying and being situate in the Third Election District of Worcester County, State of  
Maryland, and designated as Parcel "P-1A," as shown on a plat entitled "Plat 4, Section  
II" of the subdivision known as "St. Martin's By the Bay," Worcester County, Maryland,  
in Plat Book R.H.O. No. 122, at Plat No. 7, among the Land Records of Worcester  
County, Maryland; AND BEING the same parcel conveyed unto Siamack Bahrami, by  
Bahrami-Teichler Partnership by Deed dated November 27, 2002, and recorded among  
the aforesaid Land Records in Liber 3630, Folio 199; AND INCLUDING a part of Item  
One (from the residue of Parcel P) of the property conveyed unto Siamack Bahrami, by  
St. Martin's Group, Inc., by Corrective Quit Claim Deed dated May 8, 2000, and recorded  
among the aforesaid Land Records, in Liber S.V. H. No. 2857, Folio 151; and originally  
by Quit Claim Deed dated December 23, 1999, and recorded among the aforesaid Land  
Records in Liber No. 2792, Folio 353.

REFERENCE to the aforesaid deed and plat and all prior deeds to and plats of the  
above property is hereby made for a more definite description of the property hereby  
granted and conveyed, or for any other purpose, to the same extent as though herein more  
fully set forth.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5362, p. 0192, MSA\_CE31\_5536. Date available 10/13/2009. Printed 02/23/2014.

LAW OFFICES  
WEBB, BURNETT,  
CORN BROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SAUSBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3176

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

**FILED**

2009 OCT -7 P 3:40

STEPHEN V. HALES  
CLERK OF COURT  
WOR.CO

32020.D3 5/22/07

TOGETHER WITH the buildings and improvements thereon and all the rights, ways, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said ST. MARTIN'S BY THE BAY HOMEOWNERS' ASSOCIATION, its successors and assigns, forever in fee simple; SUBJECT, NEVERTHELESS, to covenants, easements and restrictions of record and the matters and facts set forth on the aforesaid plats.

AND the said Siamack Bahrami does hereby covenant that he will warrant specially the property hereby granted and conveyed, and that he will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the said Grantor the day and year first above written.

TEST:

Carolyn L. Alexander

Siamack Bahrami (SEAL)  
SIAMACK BAHRAMI

Caroline  
STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 11th day of June, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared SIAMACK BAHRAMI, and he acknowledged the foregoing deed to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

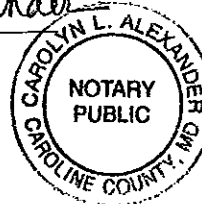
Carolyn L. Alexander

Notary Public

My Commission Expires: 05/17/2011

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE. 10/17/09  
By [Signature] Worcester County Finance Officer  
EXCEPT PERSONAL PROPERTY

TRANSFER TAX NOT REQUIRED  
FINANCE OFFICER  
WORCESTER COUNTY MARYLAND  
By [Signature] Authorized Signature  
Date 10/17/09



CAROLYN L. ALEXANDER  
Notary Public State of Maryland  
My Commission Expires 05/17/2011

LAW OFFICES  
WEBB, BURNETT,  
ORNBROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SALISBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3176

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

FILED  
JUN 28 1964  
ST. LOUIS, MISSOURI

1. The purpose of this plot is to adjust for interactivity between Factor P, P-2, P-3, and to create a Residuals Q-Q Plot as suggested on Page 3.
2. The Map Map, Panel 04, Panel 5, & Part of Panel 05
3. Owner: Standard Behavior
4. Cross Reference: Panel P, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99, P-100, P-101, P-102, P-103, P-104, P-105, P-106, P-107, P-108, P-109, P-110, P-111, P-112, P-113, P-114, P-115, P-116, P-117, P-118, P-119, P-120, P-121, P-122, P-123, P-124, P-125, P-126, P-127, P-128, P-129, P-130, P-131, P-132, P-133, P-134, P-135, P-136, P-137, P-138, P-139, P-140, P-141, P-142, P-143, P-144, P-145, P-146, P-147, P-148, P-149, P-150, P-151, P-152, P-153, P-154, P-155, P-156, P-157, P-158, P-159, P-160, P-161, P-162, P-163, P-164, P-165, P-166, P-167, P-168, P-169, P-170, P-171, P-172, P-173, P-174, P-175, P-176, P-177, P-178, P-179, P-180, P-181, P-182, P-183, P-184, P-185, P-186, P-187, P-188, P-189, P-190, P-191, P-192, P-193, P-194, P-195, P-196, P-197, P-198, P-199, P-200, P-201, P-202, P-203, P-204, P-205, P-206, P-207, P-208, P-209, P-210, P-211, P-212, P-213, P-214, P-215, P-216, P-217, P-218, P-219, P-220, P-221, P-222, P-223, P-224, P-225, P-226, P-227, P-228, P-229, P-230, P-231, P-232, P-233, P-234, P-235, P-236, P-237, P-238, P-239, P-240, P-241, P-242, P-243, P-244, P-245, P-246, P-247, P-248, P-249, P-250, P-251, P-252, P-253, P-254, P-255, P-256, P-257, P-258, P-259, P-260, P-261, P-262, P-263, P-264, P-265, P-266, P-267, P-268, P-269, P-270, P-271, P-272, P-273, P-274, P-275, P-276, P-277, P-278, P-279, P-280, P-281, P-282, P-283, P-284, P-285, P-286, P-287, P-288, P-289, P-290, P-291, P-292, P-293, P-294, P-295, P-296, P-297, P-298, P-299, P-300, P-301, P-302, P-303, P-304, P-305, P-306, P-307, P-308, P-309, P-310, P-311, P-312, P-313, P-314, P-315, P-316, P-317, P-318, P-319, P-320, P-321, P-322, P-323, P-324, P-325, P-326, P-327, P-328, P-329, P-330, P-331, P-332, P-333, P-334, P-335, P-336, P-337, P-338, P-339, P-340, P-341, P-342, P-343, P-344, P-345, P-346, P-347, P-348, P-349, P-350, P-351, P-352, P-353, P-354, P-355, P-356, P-357, P-358, P-359, P-360, P-361, P-362, P-363, P-364, P-365, P-366, P-367, P-368, P-369, P-370, P-371, P-372, P-373, P-374, P-375, P-376, P-377, P-378, P-379, P-380, P-381, P-382, P-383, P-384, P-385, P-386, P-387, P-388, P-389, P-390, P-391, P-392, P-393, P-394, P-395, P-396, P-397, P-398, P-399, P-400, P-401, P-402, P-403, P-404, P-405, P-406, P-407, P-408, P-409, P-410, P-411, P-412, P-413, P-414, P-415, P-416, P-417, P-418, P-419, P-420, P-421, P-422, P-423, P-424, P-425, P-426, P-427, P-428, P-429, P-430, P-431, P-432, P-433, P-434, P-435, P-436, P-437, P-438, P-439, P-440, P-441, P-442, P-443, P-444, P-445, P-446, P-447, P-448, P-449, P-450, P-451, P-452, P-453, P-454, P-455, P-456, P-457, P-458, P-459, P-460, P-461, P-462, P-463, P-464, P-465, P-466, P-467, P-468, P-469, P-470, P-471, P-472, P-473, P-474, P-475, P-476, P-477, P-478, P-479, P-480, P-481, P-482, P-483, P-484, P-485, P-486, P-487, P-488, P-489, P-490, P-491, P-492, P-493, P-494, P-495, P-496, P-497, P-498, P-499, P-500, P-501, P-502, P-503, P-504, P-505, P-506, P-507, P-508, P-509, P-510, P-511, P-512, P-513, P-514, P-515, P-516, P-517, P-518, P-519, P-520, P-521, P-522, P-523, P-524, P-525, P-526, P-527, P-528, P-529, P-530, P-531, P-532, P-533, P-534, P-535, P-536, P-537, P-538, P-539, P-540, P-541, P-542, P-543, P-544, P-545, P-546, P-547, P-548, P-549, P-550, P-551, P-552, P-553, P-554, P-555, P-556, P-557, P-558, P-559, P-560, P-561, P-562, P-563, P-564, P-565, P-566, P-567, P-568, P-569, P-570, P-571, P-572, P-573, P-574, P-575, P-576, P-577, P-578, P-579, P-580, P-581, P-582, P-583, P-584, P-585, P-586, P-587, P-588, P-589, P-590, P-591, P-592, P-593, P-594, P-595, P-596, P-597, P-598, P-599, P-600, P-601, P-602, P-603, P-604, P-605, P-606, P-607, P-608, P-609, P-610, P-611, P-612, P-613, P-614, P-615, P-616, P-617, P-618, P-619, P-620, P-621, P-622, P-623, P-624, P-625, P-626, P-627, P-628, P-629, P-630, P-631, P-632, P-633, P-634, P-635, P-636, P-637, P-638, P-639, P-640, P-641, P-642, P-643, P-644, P-645, P-646, P-647, P-648, P-649, P-650, P-651, P-652, P-653, P-654, P-655, P-656, P-657, P-658, P-659, P-660, P-661, P-662, P-663, P-664, P-665, P-666, P-667, P-668, P-669, P-670, P-671, P-672, P-673, P-674, P-675, P-676, P-677, P-678, P-679, P-680, P-681, P-682, P-683, P-68

### OWNER'S CERTIFICATION

The publication of land as shown on this plat is with best accuracy and is harmonious with the division of the vacant, prepatented, and patented, if any, lands. The improvements of Section 2-211 of the Road Property Act of the Minnesota Code of Maryland (landed) as far as they relate to the making of this plat and making of markers have been complied with.

Seamus P. Behrman 6-11-89  
Case: PFD, P. 2, 1-14 Date:  
Stewart Road  
1417 N. 10th St.  
Pittsboro, Maryland 21701

### ATLANTIC COASTAL BAYS CRITICAL AREA LAW

This property lies within the Winnebago County Atlantic Coastal Bays Critical Area, one of all proposed development activity must meet the requirements of Title 6 Local and Water Resources, Subtitle 1 (Atlantic Coastal Bays Critical Area) of the Winnebago County Code of Public Land Laws in effect at the time of the proposed development activity.

**SURVEYOR'S CERTIFICATION**

I Herby Certify To The Best Of My Knowledge And Belief, That The Forfeiture Of Section 2-208 Of The Real Property Article Of The Annotated Code Of Maryland Is Not Affecting Concerning The Issuing Of This Plat And The Issuing Of Notices As Well As All Of The Requirements Of The County Commissioners And Commissioners Of The County Of Worcester, Maryland Regarding The Platting Of Subdivisions Within The County Have Been Complied With.

Frank A. Lynch 3-11-2009  
Frank A. Lynch, Jr.  
Reg # 10062

**WORCESTER COUNTY PLANNING COMMISSION**

A) The grant of a permit or approval of this subdivision shall constitute a representation, guarantee or warranty of any kind by Worcester County or by any official or employee thereof of the practicability, feasibility or safety of any proposed use, and shall constitute no liability upon the county, its officials or employees.

It is hereby approved by the Department of the Enforcement of any power or under system or reliability standard is based upon State and County standards existing as of the date of approval such standards are subject to change and a building parent may be denied in the future, in the event current standards cannot be met as of the date of application for such permit. The approval shown herein is not sufficient approval for a building parent.

*Book 2, Page 11* *5/28/09*  
Applying Authority  
Winnipeg County Planning Commission

**WORCESTER COUNTY ENVIRONMENTAL PROGRAMS**

This boundary line adjustment is approved with existing water and sewage facilities in place. This does not indicate that the quality of these systems has been evaluated. Also any future changes to these systems first require an evaluation and initial (pre-engineered) proposal.

Robert Mitchell, P.S. 8-25-09

RECEIVED	12.00
FILE	17.00
DATE	6.00
ST. 18	11.00
AN. 20. 200	12.15 m

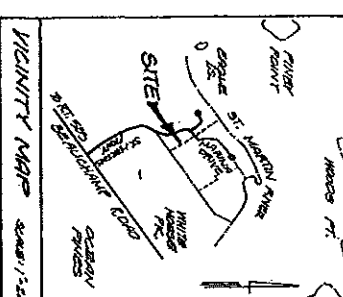


Frank G. Lynch, Jr.  
& Associates, Inc.

**SURVEYING - LAND PLANNING**  
**RACETRACK ROAD - HESLEY, MARYLAND 21811**  
**(410) 841-8363 • 841-8775**

DESIGNED BY	N/A	DRAWN BY	BO/MT	FILE #	0508-03
CHECKED BY	B. O'NEIL	DATE	9-10-08 REV. 2-25-09	SHEET 1 OF 2	
DESIGNED BY	FRANK E. LYON	SCALE	1"=50'		

PHOTO MJA: CU. 2157. 8567-1



SECTIONS 57, 60 AND 61 OF ARTICLE 17 OF THE REVOKED CODE OF 1962 AND

CHARLES W. PLANNON, JR., L.S. # 2715  
PROFESSIONAL LAND SURVEYOR

[illegible]

PLAT 4, SECTION II  
RESUBDIVISION OF PARCELS C-4, INTO PARCELS D-1  
AND PARCELS C-4B3, AND PARCELS "P" AND "M," INTO  
PARCELS "P-1A," "P-4" AND PARCELS "RESUBDIVISIONS  
OF LOT 84, B.C. 1197 LOTS C-5B AND C-5C." Block  
ST. MARTINS BY THE BAY  
- 34 PLANNED UNIT DEVELOPMENT -  
THIRD ELECTION DISTRICT

USA 384 1257-3728

32020.D5 5/22/07

THIS DEED, made this 11<sup>th</sup> day of June, in the year Two Thousand Nine, by SIAMACK BAHRAMI, a resident of Montgomery County, State of Maryland.

WHEREAS, St. Martin's By the Bay Homeowners' Association is the owner of a parcel of land situate, lying and being in the Third Election District of Worcester County, Maryland, pursuant to a deed dated May 27, 1989, and recorded among the Land Records of Worcester County, Maryland, in Liber No. 1591, Folio 308, and designated as "Parcel P-4;" and

WHEREAS, the parties have entered into a Settlement Agreement dated May 1, 2007, which is filed in Civil No. 23-C-06-000896 DJ in the Circuit Court for Worcester County, Maryland; and

WHEREAS, pursuant to the above mentioned Settlement Agreement, the boundary lines of Parcel P-4 have been changed to include additional square footage, as described below.

NOW, THEREFORE,

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said Siamack Bahrami does hereby grant and convey, unto ST. MARTIN'S BY THE BAY HOMEOWNERS' ASSOCIATION, its successors and assigns, the following described property:

ALL that parcel or tract of land situate, lying and being in the Third Election District of Worcester County, State of Maryland, and designated as "Revised Parcel P-4" on a plat entitled "Boundary Line Adjustment, Parcel P, Parcel P-1A, Parcel P-4 & Parcel B" of the subdivision known as "St. Martin's by the Bay," Worcester County, Maryland, and recorded among the Plat Records of Worcester County, Maryland, in Liber S.V.H. No. 232, Folio 13, except for that portion of land that is already owned by the St. Martin's By the Bay Homeowners' Association, described as "Parcel P-4" in the first whereas clause above.

REFERENCE to the aforesaid deeds and plats and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby

LAW OFFICES  
WEBB, BURNETT,  
CORNBROOKS, WILBER,  
VORHIS, DOUSE  
& MASON, LLP  
P. O. BOX 910  
SALISBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3178

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

FILED  
2009 OCT -7 P 3:40

STEPHEN V. HALES  
CLK. C.C.C.  
WOR.CO

32020.D5 5/22/07

granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH the buildings and improvements thereon and all the rights, ways, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said ST. MARTIN'S BY THE BAY HOMEOWNERS' ASSOCIATION, its successors and assigns, forever in fee simple; SUBJECT, NEVERTHELESS, to covenants, easements and restrictions of record and the matters and facts set forth on the aforesaid plats.

AND the said Siamack Bahrami does hereby covenant that he will warrant specially the property hereby granted and conveyed, and that he will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the said Grantor the day and year first above written.

TEST:

Carolyn J. Alexander

Siamack Bahrami (SEAL)  
SIAMACK BAHRAMI

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5362, p. 0197, MSA\_CE31\_5536. Date available 10/13/2009. Printed 02/23/2014.

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SALISBURY, MARYLAND  
AREA CODE 410  
TELEPHONE 742-3176

NO LIEN OR TITLE SEARCH HAS BEEN REQUESTED OR PERFORMED

[illegible]



## EASEMENT AGREEMENT

This Deed of Easement made this 11th day of June 2009, by and between Siamack Bahrami ("Bahrami"), Grantor, and the St. Martin's by the Bay Homeowners' Association ("Association"), Grantee, and containing covenants intended to be real covenants running with the land,

## WITNESSETH:

WHEREAS, St. Martin's by the Bay Homeowners Association was formed pursuant to law as an association of owners of land within the St. Martin's by the Bay PUD Subdivision (the "Subdivision") located on the St. Martin's River north of Beauchamp Road in the Third election district of Worcester County; and

WHEREAS, Worcester County requires 30% open space to be dedicated to the Association in order for the Subdivision to be in compliance with the Worcester County Code; and

WHEREAS, because the Subdivision is currently being served by private water and sewer, areas used for septic disposal and recovery are not eligible to count towards the 30% open space requirement; and

WHEREAS, without consideration of the septic disposal and recovery areas, the Subdivision does not meet the County's 30% open space requirement; and

WHEREAS, Worcester County has agreed to allow an exclusive easement for use of private land by the members of the Association to count toward the 30% open space requirement until public water and sewer is available to the Subdivision, in accordance with a Settlement Agreement between the Parties, dated May 1, 2007, which is filed in Civil No. 23-C-06-000896 DJ in the Circuit Court for Worcester County.

NOW, THEREFORE, the Parties hereby agree as follows:

1. *Easement Areas.* For good and valuable consideration (but no monetary value), the Grantor does grant and convey to the St. Martin's by the Bay Homeowners' Association, for use by its members, invitees, and guests, for "open space" as that term is defined in the Zoning Code of Worcester County, an exclusive easement of access to and over the following areas:

a) the area designated as Parcel Q as shown on a Plat entitled "Boundary Line Adjustment, Parcels P, P-2 & P-3, St. Martin's by the Bay" prepared by Frank G. Lynch, Jr. & Associates, Inc. and dated February 25, 2009, which has been recorded in Plat Book Worcester County, Maryland in S.V.H. 232, Folio 14 ("Easement Areas"). Bahrami reserves for the purposes of ingress and egress to Parcel P-2, an easement at the north corner of Parcel Q, as designated as "Easement for Access to P-2 to be reserved by Siamack Bahrami" on the plat referred to in this paragraph a).

FILED

2009 OCT -7 P 3:00

STEPHEN V. HALES

CLK CT CT.

WOR. CO.

b) the area designated as "Parcel D-4B" on a plat entitled "Plat 4, Section II" of the subdivision known as "St. Martin's by the Bay", Worcester County, Maryland in Plat Book R.H.O. No. 122, at Plat No. 7, and recorded among the Land Records of Worcester County, Maryland.

Such easements shall be appurtenant to and shall pass with title to the parcels which contain the Easement Areas, until such time as the private water and sewer system currently in place within the Subdivision is abandoned and public water and sewer services as provided by Worcester County replace the private system serving the parcels.

2. *Use and Maintenance of Easement Areas.* The Easement Areas are for use by members of the Association for scenic and recreation purposes, as are the other open space areas within the Subdivision in accordance with the applicable definition of "open space" in the Worcester County Code. This easement shall be exclusive and precludes any and all use by Grantor (except for recreational use as a member of the Association).

3. *Enforcement.* Breach of any of the covenants, conditions, restrictions or easements contained in this Easement Agreement, and the continuation of any such breach, may be enjoined, abated or remedied by appropriate legal or equitable proceedings. The reasonably prevailing party in any such proceeding shall be entitled to recover from the other Party its costs and expenses in connection therewith, including reasonable attorneys' fees and the costs and expenses of litigation.

4. *Binding Effect.* All of the covenants, conditions, restrictions and easements of this Easement Agreement shall be binding upon, and run with, and shall be binding upon any person having or acquiring any right, title or interest in the parcels containing the Easement Areas.

This Easement Agreement has been executed by the Parties hereto to be effective as of \_\_\_\_\_, 2009.

ATTEST:

St. Martin's by the Bay Homeowners' Association

Josephine R. Womack

By:

W. Oliver Walsh  
Oliver Walsh, Chairman

Carolyn L. Alexander

Siamack Bahrami  
Siamack Bahrami

LIBER 5362 FOLIO 179

EASEMENT AGREEMENT

This Deed of Easement made this 11<sup>th</sup> day of January, 2008, by and between Siamack Bahrami ("Bahrami"), Grantor, and the St. Martin's by the Bay Homeowners' Association ("Association"), Grantee, and containing covenants intended to be real covenants running with the land,

WITNESSETH:

WHEREAS, St. Martin's by the Bay Homeowners Association was formed pursuant to law as an association of owners of land within the St. Martin's by the Bay PUD Subdivision (the "Subdivision") located on the St. Martin's River north of Beauchamp Road in the Third election district of Worcester County; and

WHEREAS, Worcester County requires 30% open space to be dedicated to the Association in order for the Subdivision to be in compliance with the Worcester County Code; and

WHEREAS, in order for the Wetland Area of the Subdivision to meet the County's open space requirement, ingress and egress access must be provided for the members of the Association; and

WHEREAS, Bahrami has agreed to provide a permanent easement for purposes of ingress and egress access to the Wetland Area, for the exclusive use of the members of the Association, their guests and invitees, in accordance with paragraph 7(a) of a Settlement Agreement between the Parties, dated May 1, 2007, which is filed in Civil No. 23-C-06-000896 DJ in the Circuit Court for Worcester County (the "Settlement Agreement").

NOW, THEREFORE, the Parties hereby agree as follows:

1. *Easement Area.* For good and valuable consideration (but no monetary value), the Grantor does grant and convey to the St. Martin's by the Bay Homeowners' Association for use by its members, invitees, and guests, for ingress and egress to the Wetland Area of the Subdivision, an exclusive easement of access to and over the area as described below ("Easement Area"). Such easement shall be appurtenant to and shall pass with title to the parcel which contains the Easement Area, and shall be binding on Bahrami, his heirs, successors and assigns.

The Easement Area shall be fifteen feet (15') in width and shall be contiguous with and adjacent to the entire westerly and southerly boundary of Lot 13A of the Subdivision, which lot is shown on a plat entitled "Plat 5, Section II" recorded among the Land Records of Worcester County, Maryland in Plat Book R.H.O. Liber 125, at Plat No. 70. The Easement Area extends from Marina Drive to the point or location where Lot 13A ends and the Wetland Area begins, such Wetland Area having been deeded to the Association by Bahrami pursuant to the Settlement Agreement in a deed dated June 1,

Webb Burnett  
P.O. Box 910 Salisbury, MD 21803

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2007, to be recorded among the aforementioned Land Records. The Easement Area is designated in detail on a Plat entitled "Boundary Line Adjustment, Parcels P, P-2 & P-3, St. Martin's by the Bay" as prepared by Frank G. Lynch, Jr. & Associates, Inc. and dated February 25, 2009. Such Plat is either recorded among the Plat Records of Worcester County, Maryland, in Plat Cabinet S.V.H. No. 232, Folio 14-15.

2. *Use and Maintenance of Easement Areas.* This easement shall be exclusive and precludes any and all use by Grantor except his, or his heirs, successors and assigns', right of use as a member of the Association.

3. *Enforcement.* Breach of any of the covenants, conditions, restrictions or easements contained in this Easement Agreement, and the continuation of any such breach, may be enjoined, abated or remedied by appropriate legal or equitable proceedings. The reasonably prevailing party in any such proceeding shall be entitled to recover from the other Party its costs and expenses in connection therewith, including reasonable attorneys' fees and the costs and expenses of litigation.

4. *Binding Effect.* All of the covenants, conditions, restrictions and easements of this Easement Agreement shall be binding upon, and run with, and shall be binding upon any person having or acquiring any right, title or interest in the parcel containing the Easement Area.

This Easement Agreement has been executed by the Parties hereto to be effective as of \_\_\_\_\_, 2009.

ATTEST:

St. Martin's by the Bay Homeowners' Association

Jacqueline R. Wornach

By: Oliver Walsh  
Oliver Walsh, Chairman

Carolyn L. Alexander

Siamack Bahrami  
Siamack Bahrami