

Code: 05-RW- 07-099  
J.O. 205 - 0111 - 0787, 2013, 4  
Item (H) 3  
Election District: 03

## COUNTY HIGHWAY DEED

THIS DEED, made this 16<sup>th</sup> day of June, in the year 2009, by and between **BEAZER HOMES CORP.**, a body corporate of the State of Tennessee, Grantor, and **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, Grantee.

**WITNESSETH**, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, its successors and/or assigns, in fee simple, for public highway and any other governmental purposes, all those lots of ground situate, lying and being in the Third Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

All that road being known and designated as Quarry Lake Drive as set out and shown on the following plats:

**BEGINNING FOR THE FIRST** and being known and designated as the bed of Quarry Lake Drive as shown on the plat entitled, "**AREA F, GREENSPRING QUARRY**", which plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 77, folio 121.

**BEGINNING FOR THE SECOND** and being known and designated as the bed of Quarry Lake Drive as shown on the plat entitled, "**AREA G, GREENSPRING QUARRY**", which plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 77, folio 122 and modification thereto entitled "**SECOND AMENDED PLAT OF THE SOUTHERN PORTION OF AREA G, GREENSPRING QUARRY**" which plat is recorded as aforesaid in Plat Book S.M. No. 78, folio 339.

**BEING** a portion of the property which by Deed dated March 14, 2005, and recorded among the Land Records of Baltimore County, Maryland, in Liber S. M. No. 21565, folio 646, was granted and conveyed by The Arundel Corporation to Beazer Homes Corp. See also Confirmatory and Corrective Deed dated October 31, 2006 and recorded among the aforesaid Land Records in Liber S.M. No. 25333, folio 295.

**TOGETHER** with the appurtenances and advantages to the same belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the above granted property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for public highway and any other governmental purposes.

**AND** the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR HEREBY CERTIFIES UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND [Section 12-108(a) and 13-207(a)(1)].

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT WE ARE THE TRANSFEROR OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

**AS WITNESS** the due execution hereof by the aforementioned party of the first part.

ATTEST:

BEAZER HOMES CORP.,

K. S. Storch

By: John E. Beazer {Seal}

STATE OF Maryland, COUNTY OF Howard, to wit:

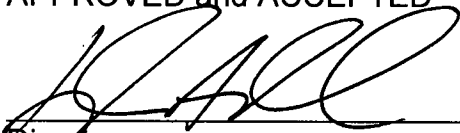
I HEREBY CERTIFY that on this 16<sup>th</sup> day of June, in the year 2009 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Steven Bradbeck who acknowledged himself to be the Land Development Manager of Beazer Homes Corp., the Grantor herein, and that as such officer, being authorized so to do, executed the foregoing County Highway Deed for the purposes therein contained by signing the name of Beazer Homes Corp. by himself as such Land Development Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires: 12/01/2010

APPROVED and ACCEPTED

  
Director  
Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by A Duly Authorized County Administrative  
Official and County Council, if Indicated)

 7/21/09  
OFFICE OF THE COUNTY ATTORNEY

\*Approval of Legal Form and Sufficiency Does Not Convey Approval or  
Disapproval of Substantive Nature of this Transaction. Approval  
Is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED and ACCEPTED this 6th  
day of Aug, 2009

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND

Donna Morrison

By: [Signature]  
Name: FRED J. HOMAN  
County Administrative Officer

**THIS IS TO CERTIFY** that the within Deed was prepared by the undersigned, an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Stuart C. Resnick  
Stuart C. Resnick, Attorney

INDEXED  
DATE: 8-25-09

ATTORNEY CERTIFICATIONSUBDIVISION/PROJECT NAME: GREENSPRING QUARRY

PUBLIC WORKS AGREEMENT NO.: \_\_\_\_\_

CRG NO.: \_\_\_\_\_

FINAL DEVELOPMENT PLAN DATED: \_\_\_\_\_

FOR PROJECT KNOWN AS: GREENSPRING QUARRY

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and is in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No. LWB2401003 issued by Chicago Insurance Company, insurer, with limits of liability of \$1,000,000.00. Such Policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached Deed (the "Instrument") was prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in the Baltimore County, Maryland, Department of Permits and Development Management, Bureau of Land Acquisition Right of Way Documents Manual, 2007 edition.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that :

- a. Fee simple title of record is vested in **BEAZER HOMES CORP.**, a body corporate of the State of Tennessee, by virtue of a deed from The Arundel Corporation dated March 15, 2005 and recorded among the Land Records of Baltimore County, Maryland in **Liber S.M. No. 21565, folio 646**.
- b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.
- c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory thereon having the authority to bind the grantor entity referenced therein, and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with the its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the

Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

- d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.
5. This Certification is made and delivered subject to the express understandings and agreements:
- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland to accept the Instrument from the party named therein as granting or joining the same.
- b. This Certificate of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
- c. This Certification of title may be relied upon by Baltimore County, Maryland authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
- d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the land Records of Baltimore County, Maryland, as of the Examination Date.

Date: June 11, 2009

Strata Law, LLC

By: Stuart C. Resnick {Seal}  
Stuart C. Resnick, Esquire

Address: 1425 Clarkview Road  
Suite 800  
Baltimore, Maryland 21209  
Phone No.: (443) 632-0802

0028579 393

DMW

DAFT MCCUNE WALKER INC

## ENGINEER CERTIFICATION

Subdivision/Project Name: Greenspring Quarry  
 Public Works Agreement Number: 030403  
 For Project Known As: Greenspring Quarry - Area G  
 2<sup>nd</sup> Amended Development Plan: Signed 7/27/05  
 Construction Drawing Nos.: 2004-1576, 1582, 1585, 1586  
2005-2300, 2301, 2303, 2304 and 2005-2595  
SWM Plan No. 176-26A9-06

I HEREBY declare, affirm, and certify under penalties of perjury that, in my professional opinion, the easements shown on the following listed record plats and attached right-of-way plats comply in all material aspects with the above-referenced Development Plan and Public Works Agreement, that the Construction Plans relative to said Development Plan agree with the listed record plats and right-of-way plats and that said record plats and right-of-way plats were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, in effect at the time of preparation.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and assigns from and against any and all reasonable costs, liability, penalties, fines, forfeitures, reasonable attorney fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and assigns, shall be a third party beneficiary of an agreement, whether oral or written, between my client, Beazer Homes Corp, and me for the preparation of this Certification.

## Record Plats

Liber 77 Folio 122  
 Liber 78 Folio 180  
 Liber 78 Folio 184-185  
 Liber 78 Folio 145



## Right-of-Way Plats

See attached plats (5)  
 RW 07-099-1  
 RW 07-099-2  
 RW 07-099-3  
 RW 07-099-4  
 RW 07-099-5

*Jill C. Schopf* (SEAL)

Name: Jill C. Schopf

(print)

Date: 6/20/07Company: Daft-McCune-Walker, Inc.Address: 200 East Pennsylvania Ave.Towson, MD 21286 410-296-3333

Professional Liability Insurance:

Company: Continental Casualty Co.Policy No.: AEH00-234-96-31Policy Limits: 2,000,000/2,000,000Policy Limits: 50,000 Deductible



