

W. Welsh & Lancaster
3505 Hamilton St.
Hyattsville, Md.

Nov. 10, 1965

LIB 3227 PAGE 538

THIS AGREEMENT

Made this 13th day of October, 1965, by and between CHRISTINE B. L. WILLCOX and ARNOLD A. WILLCOX, her husband, parties of the first part, and MONTPELIER ESTATES, INC., a Maryland corporation, party of the second part:

WHEREAS, the parties of the first part conveyed to the party of the second part by deed dated the 8th day of October, 1965, and recorded prior hereto, a tract or land located in Bowie and Vansville Election District, Prince Georges County, Maryland, containing 176.7764 acres; and

FURTHER WHEREAS, the parties of the first part are the owners of the tracts of land adjacent to the said 176.7764 acre parcel, and

FURTHER WHEREAS, it is recognized by the parties hereto that residential development of the lands of the respective parties hereto may require easements across, under, over, through and upon the lands of the other party hereto for the proper installation of water, sewers, drainage and utilities, and this agreement is executed and delivered to effect such purpose.

NOW, THEREFORE, WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), cash to the other in hand paid, it is agreed between the parties hereto as follows:

That in order that each of said parties, their respective heirs, successors, grantees, transferees and assigns shall have access to, and have available, water supply, storm water and sanitary services, gas supply, electrical services and other utilities requisite for the development of their respective adjacent parcels, each of said parties covenants and agrees, as a covenant running with their respective parcel that at the request of the other party, their heirs, successors, grantees, transferees, and assigns, to grant and convey at any time or time to any appropriate public authority, quasi public authority, or utility company such rights of way across their respective parcel of land as may be requisite or desirable for the installation, operation and maintenance of utility services of the types above mentioned or of any similar nature to service the other adjacent parcel of land for such needs and uses as the owner of such other property may have in connection with the development of such other property. Such rights of way shall be located by metes and bounds descriptions in such areas as may be reasonably approved by the engineers respectively representing the parties or their successors in interest and by the engineers representing such authority or utility company, so that such utility installations will not interfere with any then existing buildings and will, to the minimum practical extent, interfere with the ultimate development and improvement of said tracts. Pending location of such easements, each of the parties and their respective successors in interest shall be entirely free, without restraint by reason of the possibility, pursuant hereto, of future easements through their respective tracts, to develop, improve and build upon their respective tracts. In the event that any easement or utility installation, at any time existing pursuant to the above, shall interfere with any proposed or future development or improvement of either tract

CLERK CIRCUIT COURT

NOV 2 12 11 PM 1965

NOV-2-65 PAID 292 CLK.G.T.P.G.C. BCK AGR 5.50

of land, the owner of such tract shall be free, without accountability to the owner or owners of the other land subject to this provision, to relocate any such easement at their own expense in such manner as may be agreeable and acceptable to the parties or quasi public authority or authorities, utility company or companies concerned, so long as the utility service or services so relocated are not interrupted or diminished.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals and MONTPELIER ESTATES, INC., has caused these presents to be executed on its behalf by NORMAN PETERFREUND its Vice President, and its corporate seal to be hereunto affixed, attested by WENDELL A. SMITH, its Secretary.

Witness:

[Signature]
[Signature]

Christine B. L. Willcox
Christine B. L. Willcox

Arnold A. Willcox
Arnold A. Willcox

MONTPELIER ESTATES, INC.

ATTEST:

Wendell A. Smith
Wendell A. Smith Secretary

By: Norman Peterfreund
Norman Peterfreund ~~President~~
Vice President

~~STATE OF~~
~~DISTRICT OF~~ Columbia } ss:
~~COUNTY OF~~

I HEREBY CERTIFY that on this 19th day of October, 1965, before the subscriber, a Notary Public in and for the ~~State and County~~ aforesaid, personally appeared in said ~~State and County~~, Christine B. L. Willcox, formerly Christine B. Long, and Arnold A. Willcox, her husband, and did acknowledge the foregoing agreement to be their act. WITNESS my hand and official seal this 19 day of October, 1965.

[Signature]
Notary Public

STATE OF NEW YORK } ss:
COUNTY OF NASSAU }

I HEREBY CERTIFY that on this 21st day of October, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County NORMAN PETERFREUND, Vice President of Montpelier Estates, Inc., and did acknowledge the foregoing agreement to be the act and deed of said body corporate.

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

Virginia M. Cross
Notary Public

VIRGINIA M. CROSS
NOTARY PUBLIC State of New York
No. 30-0810500
Qualified in Nassau County
Cert. filed in New York County
Commission expires March 30, 1967