

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (this “Agreement”), effective this 17th day of December, 2024, by and between Villas at Cattail Creek Condominium, Inc., assignee and successors to The Villas At Cattail Creek, LLC, a Maryland Limited Liability Company (hereinafter referred to as “Grantor”) and Cattail Creek Country Club, Inc., a Maryland Corporation, (hereinafter referred to as “Grantee”)(Grantor and Grantee are collectively referred to hereinafter as the “Parties”).

RECITALS

- A. Grantor is the owner of certain property in Howard County, Maryland, a portion of which is described in an Exhibit A (“Easement Area”), to that certain Deed of Easement dated February 9, 1998. (“Easement”), recorded in the Land Records of Howard County at Liber 4617, folio 117.
- B. Grantee has the right under the terms of the Easement to use the portion of the Grantor’s Property described in Exhibit A to the Easement.
- C. The Parties agree that harvesting soil, farming sod, and perpetual maintenance as specified in the manner and terms below are consistent with the spirit and purpose of the Easement.
- D. For the purpose of promoting mutual cooperation and avoiding unnecessary conflict, the Parties set forth their understanding and agreement below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Agreement, and the mutual

covenants and agreements as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Soil harvesting shall be permitted in the area as shown on the attached EXHIBIT A , which is incorporated herein by reference, subject to the restrictions listed below:
 - a. The allowed soil harvesting area shall not exceed 90 feet wide and 115 feet long/deep. Reference feature is the wood line running the 115 feet length. The soil harvesting/exchange shall not go closer than the trees' drop line. The 90 feet width of the soil harvesting area runs parallel with the existing asphalt road (reference feature) and is located between the square vegetable garden (reference feature) and the wood line (reference feature) as seen marked "T" on EXHIBIT A. The soil harvesting area measures 15 feet from the existing asphalt road and 15 feet from the square vegetable garden.
 - b. Grantee shall stabilize and remediate the area within two weeks of any soil removal.
 - c. By January 1, 2025, Grantee shall provide Grantor with a plan for landscaping to be planted north of the area marked "T" so as to buffer this area from the closest residential units on Players Way. The proposed landscaping plan shall indicate the proposed location and plant species to be planted by the Grantee. Grantor shall respond to Grantee with any comments to the proposed landscaping no later than February 1, 2025. Grantor's failure to provide its comments to Grantee by such date shall be deemed to constitute approval by such plan by Grantor. Grantee shall install such landscaping by no later

than March 15, 2025. Grantee shall water and maintain the newly planted landscaping in the first year after planting. The landscaping shall be planted on Villas of Cattail Creek property and thus, conveys to the Grantor.

2. Grantee shall be allowed to maintain a sod farm on Grantor's Property under the following conditions:
 - a. The sod farm area shall not exceed the current size of 35,000 square feet. This area measures 250 feet in the direction parallel to the existing cart path and 140 feet in the direction perpendicular to the existing cart path as marked "S" on EXHIBIT A.
 - b. Areas where sod has been removed shall be appropriately reseeded or resodded.
3. Grantee shall be allowed to utilize Grantor's Property for employee parking purposes once per year in conjunction with the Grantee's anniversary celebration. The Grantee shall notify in writing the Grantor in advance of this date. Grantee shall indemnify, defend and hold harmless Grantor from any and all claims, litigation, and judgments resulting from or arising out of Grantee's use of or entrance upon Grantor's Property for any reason by Grantee or its members, staff, employees, contractors, or licensees.
4. Grantee covenants and agrees, without remuneration of any kind, to continue maintaining and mowing the grounds of the Easement Area regularly, as it has done continuously since 1998, more particularly described as: (1) the area bounded by Grantee's property on the South and East and the grantor's residential areas along Players Way, Callaway Court, and Cattail Greens Court to the North and West, and

(2) the area bounded by Country Club Drive to the East, Grantee's property to the North, and grantor's residential areas to the South and West along Players Way.

Grantee shall mow these areas three (3) times per year or as needed throughout the spring to fall months. Walkable pathways will be maintained as well as the well water heads and drainage fields for inspection purposes. Grantee's responsibility as provided in this paragraph shall terminate when its right to use or control Grantor's Property has terminated.

5. Recordation. Either party may record this Agreement at their sole cost and expense.
6. Conflict. The Parties are of the understanding and agreement that the provisions of this Agreement are consistent with the terms of the Easement. The understanding and agreement as set forth in this Agreement are not intended to supersede or otherwise modify any one or more of the provisions of the Easement.
7. Entire Agreement. This Agreement constitutes the sole, final and entire agreement and understanding of the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed and executed by both parties to this Agreement.
8. Waivers. No exercise or waiver, in whole or in part, of any right or remedy provided for in the Easement shall result from this Agreement. This Agreement shall not operate as any delay on the part of any party in the exercise of any right or remedy as set forth in the Easement.
9. Default. In the event of default, each party shall have the right to specifically enforce the terms of this Agreement.

10. Prevailing Party. In addition to the remedies set forth in this Agreement, in the event suit is brought by either party for a default or breach of any provision of this Agreement, then the prevailing party in the suit is entitled to recover from the other party all costs and expenses incurred, including actual and reasonable attorneys' fees provided, however, that the prevailing party shall have notified the non-prevailing party of the default and allowed the term of thirty (30) days to cure the alleged default.

11. Governing Law; Venue; and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to principles of conflicts of law.

WITNESS/ATTEST:

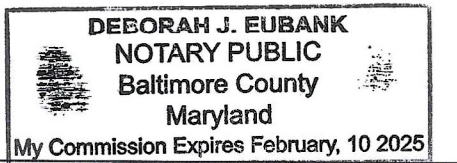
VILLAS AT CATTAIL CREEK
CONDOMINIUM, INC.

Deborah J. Eubank

Victoria Duggan (SEAL)

By:

CATTAIL CREEK COUNTRY CLUB, INC.



Linda Abramowitz (SEAL)

By: