

**AGREEMENT FOR LEASE AND
EASEMENT OF PORTION OF MUD LOT**

THIS AGREEMENT FOR LEASE AND EASEMENT OF PORTION OF MUD LOT (the "Lease"), is made and executed by and between **State of Maryland for the Use of the University System of Maryland through its Constituent Institution Frostburg State University**, an instrumentality of the State of Maryland ("**Landlord**"), and **THE CITY OF FROSTBURG** a Maryland municipal corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord desires to lease to the Tenant, and Tenant desires to lease from the Landlord, certain unimproved real property located at the Northeast corner of a parking lot located at the intersection of State Street and Lower Consol Road, Frostburg, Maryland, as well as a non-exclusive use of a portion of the parking lot for ingress and egress, in common with others, the same being hereinafter referred to as "Premises" or "Leased Premises", the metes and bounds description of said Premises being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Tenant intends to use the Premises to allow the Maryland Department of the Environment ("MDE"), through its Land and Materials Administration, Mining Program, Abandoned Mine Land Division ("AMLD"), to construct a 30' x 50' prefabricated metal storage building on the Premises (the "AMLD shed").

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, Landlord hereby leases to Tenant, and Tenant leases from the Landlord, the Premises on the following terms and conditions:

1. TERM. The term of this Lease shall commence on the date signed by the last to sign by the Tenant and the Landlord ("Commencement Date") and terminate on July 31, 2033, subject to early termination by Landlord as set forth in Paragraphs 5 and 19 below (the "Term").

2. CONDITION OF PREMISES. Subject to the terms of this Lease, Landlord and Tenant have agreed that Tenant is to occupy the Premises in an "AS IS" condition on the Commencement Date. In this regard, Tenant acknowledges that the Premises are suitable for its intended use thereof, and Landlord is not responsible for

undertaking or performing any work on the Premises to subdivide, improve, renovate, adapt or modify it for Tenant's or MDE's use.

3. **MINIMUM RENT.** The rent for the Term shall be one dollar (\$1.00).

4. **ADDITIONAL RENT.** In addition to the foregoing Minimum Rent, all other payments to be made by Tenant to Landlord and any taxes, charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease shall be deemed to be and shall become additional rent ("Additional Rent"), whether or not referred to as such hereafter.

5. **PERMITTED USE AND OCCUPANCY.** Tenant warrants and represents to Landlord that the Leased Premises shall be used and occupied only for use by MDE for the AMLD Shed. Any change in the stated usage and purposes shall be subject to the prior written approval of Landlord not to be unreasonably withheld. If Landlord, in its reasonable exercise of its approval right to the change in the use and purpose from the AMLD Shed, shall not approve of the changed use requested by Tenant, then this Lease shall terminate thirty (30) days after Landlord's written notice to Tenant to terminate. Tenant shall occupy the Leased Premises, conduct its business, and control Tenant's Representatives, including MDE, in a lawful and reputable way and as not to create any nuisance. Tenant shall not commit, or allow to be committed, any waste on the Leased Premises. Tenant may not use the Leased Premises, or allow to be used, for the use, storage, or distribution of hazardous or environmentally offensive substances, for underground storage, or for any unlawful purposes.

6. **COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.**

(a) Tenant shall comply, and shall cause MDE to comply, with all applicable laws, ordinances, orders, rules and regulations of state, federal and municipal governments, and any or other government agencies or bodies relating to the use, condition and occupancy of and business conducted on the Leased Premises.

(b) Tenant shall not permit the Leased Premises to be used in any way, including by MDE, which would be hazardous or which would in any way increase the cost of or render void any insurance on the improvements, and Tenant shall immediately, on demand, cease any use which violates the foregoing or to which Landlord's insurer or any governmental or regulatory authority objects.

7. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned or sublet except upon the written consent of Landlord. Landlord may refuse to consent to the assignment or subletting for any reason or no reason at all. Notwithstanding the foregoing, Tenant may assign or sublet this Lease to MDE upon the written consent of Landlord, said consent not to be unreasonably withheld.

8. INSOLVENCY. In the event that at the time of the commencement of the Term of this Lease, or at any time thereafter until the termination thereof, a petition in bankruptcy shall be filed by or against Tenant, or Tenant shall be adjudicated a bankrupt or insolvent, or a receiver or trustee shall be appointed for or of a portion of Tenant's property, or Tenant shall make an assignment for the benefit of creditors, or Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or if Tenant's property shall be levied upon or attached under process against Tenant, then in any of said events, this Lease, at the option of Landlord may be cancelled and terminated upon providing Tenant with written notice. Tenant shall have thirty (30) days after Landlord sends the written notice to remedy any insolvency proceeding. If the insolvency proceeding is not cured within thirty (30) days of Landlord's written notice, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the Premises, but Tenant or any such person or persons shall forthwith quit and surrender possession thereof.

9. MAINTENANCE.

(a) Tenant shall maintain all parts of the Leased Premises and their appurtenances in good, clean and sanitary condition, at its own expense. Tenant shall promptly make all necessary repairs and replacements to the Leased Premises, including, but not limited to, electric light lamps or tubes, windows, glass and plate glass, interior and exterior doors, any special office entry, interior and exterior walls and finish work,

floors and floor coverings, roof and downspouts and gutters, heating, ventilation and air conditioning systems, and plumbing work and fixtures. Replacement and repair parts, materials and equipment shall be of quality equivalent to those installed within the Leased Premises, and repair and maintenance work shall be done in a good and workmanlike manner and in accordance with existing laws, rules, regulations and ordinances. Tenant shall be responsible for the maintenance and repair of all the parking areas and grounds that are part of the Premises, including snow plowing and salting the parking lot on the Premises for the Term.

(b) If Landlord shall give Tenant written notice of defects or need for repairs for which Tenant is responsible under this Lease, and if Tenant shall fail to make same within thirty (30) days of Landlord's written notification or such shorter time as reasonable if expedited repair is needed to avoid injury or damage, Landlord shall have the option to cure said defect or repair, and Tenant shall pay to Landlord all costs and expenses incurred on demand, which costs and expenses shall constitute Additional Rent.

10. ALTERATIONS. Tenant may improve the Leased Premises to construct the AMLD Shed; provided, however, that the design and construction of the AMLD Shed is subject to and conditioned upon the prior written approval of Landlord; provided further, however, that Tenant shall have no right to make any alterations, modifications, or improvements to the easement portion of the Premises; and provided finally, however, that upon the termination or expiration of the Lease, Landlord shall have the right, in its sole discretion, to require Tenant at Tenant's sole cost and expense to return the Leased Premises to the condition it was in prior to the execution of this Lease. In this regard, Tenant will hold harmless and indemnify Landlord from any damage, claim or expense relating to the completion of any improvements made during the Term.

If Landlord does not elect to require Tenant to restore any portion of or all of the Leased Premises, any alterations, additions, or improvements by Tenant and all fixtures installed by Tenant shall immediately become the property of Landlord and remain upon the Premises at the end of the Term.

11. ACCESS TO PREMISES. Landlord shall have the right to enter the Leased Premises for the following reasons: to respond to emergencies as quickly as possible, to determine Tenant's use of

the Leased Premises, or to determine if any event of default under this Lease has occurred. Landlord shall attempt to give twenty-four (24) hours verbal notice to Tenant prior to such entry, except in cases of emergency or when an event of default has occurred in which cases Landlord may enter the Leased Premises at any time and without prior notice.

12. UTILITIES. Tenant shall pay the cost of all utility services including, but not limited to, initial connection charges and deposits and all charges for gas, water, trash disposal, sewer, telephone or other telecommunications, and electricity used on the Leased Premises.

Landlord shall not be liable to Tenant for damages because of any interruptions in utility services not within the control of Landlord, and Tenant shall not be entitled to claim a constructive eviction due to such interruption, but Landlord shall assist Tenant with reasonable diligence to restore such service to the extent it is within Landlord's control to do so.

13. TAXES.

(a) Tenant shall be liable for all taxes levied against personal property, trade fixtures, and tenant improvements placed by Tenant in or on the Premises, if any, during the Term. If any such taxes based on the personal property or trade fixtures placed by Tenant in the Premises are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

(b) Tenant shall pay all real estate taxes (including, but not limited to, annual and special taxes) assessed against the Premises, if any, during the Term. Landlord shall provide tenant with copies of all real estate tax bills upon Landlord's receipt of the same.

14. INSURANCE.

(a) Tenant, at its sole cost and expense, shall procure and maintain throughout the term of this Lease a policy or policies of insurance insuring Landlord and Tenant against all claims for

property damages, personal injury or death of others occurring on or in connection with: (i) the Leased Premises; (ii) the condition of the Leased Premises; and (iii) Tenant's operations in and maintenance and use of the Leased Premises. The limits of such policy or policies shall be not less than five million dollars (\$5,000,000.00) combined single limit coverage per occurrence for injury to persons (including death) and/or property damage or destruction, including loss of use.

(b) Tenant, at its sole cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance insuring the Leased Premises against one hundred percent (100%) of full replacement cost for loss or damage by fire, explosion, and other customary hazards.

(c) Tenant, at its sole cost and expense, shall procure insurance covering all personal property of Tenant in the Leased Premises (including, but not limited to, any furniture, machinery, goods, or supplies) or which Landlord may have in the Leased Premises.

(d) Landlord shall maintain no less than statutory minimum worker's compensation insurance on all persons it employs to work in the Premises.

(e) From time-to-time, upon the request of Landlord, Tenant shall provide certificate(s) of insurance naming Landlord as an additional insured and providing that the insurer(s) shall provide Landlord with no less than fifteen (15) days' advance notice of the cancellation or nonrenewal of any policy or policies of insurance providing the coverage referenced above.

15. HOLD HARMLESS.

(a) Landlord shall not be liable to Tenant or any other person for any injury to person or damage to property on or about the Leased Premises caused by Tenant, Tenant's employees, agents, invitees, licensees or visitors, including MBE. Tenant agrees to indemnify and hold Landlord harmless from any and all loss, attorney's fees, expenses, or claims arising out of any such damage, loss or injury.

(b) Tenant shall not be liable to Landlord, Landlord's employees, agents, invitees, licensees or visitors for any injury to person or damage to property on or about the Leased Premises

caused by the gross negligence or misconduct of Landlord, its agents, employees, agents, invitees, licensees or visitors.

16. SIGNS. No sign, door plaques, advertisement, or notice shall be displayed, painted or affixed by Tenant on any part of the Premises without the prior written consent of Landlord, not to be unreasonably withheld. The color, size, character, style, material, placement and location and method of attachment to the Premises shall be subject to Landlord's approval, and to any applicable governmental laws, ordinances, regulations, project specifications, and other requirements. Tenant shall remove all such signs at the termination of this Lease.

17. RULES AND REGULATIONS. There are no rules and regulations imposed by Landlord that affect the Premises and which Tenant is subject to other than those set forth in the terms of this Lease.

18. DEFAULT. Each of the following shall be events of default by Tenant under this Lease:

(a) Tenant's failure to comply with any material term, provision or covenant of this Lease, and the failure is not cured within thirty (30) days after written notice thereof to Tenant;

(b) Tenant's filing of a petition or adjudication as a debtor or bankrupt insolvent under the Bankruptcy Code or any similar law or statute of the United States or any state; or appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or Tenant's transfer in fraud of creditors or assignment for the benefit of creditors of all or substantially all of Tenant's assets; or

(c) Tenant doing or permitting to be done any act which results in a lien being filed against the Leased Premises and the same is not removed within sixty (90) days after Landlord's notice thereof to Tenant.

19. REMEDIES.

19.1. Landlord's Remedies. Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand:

(a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Leased Premises, and expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises. Landlord shall not be liable for prosecution or any claim for damages as a result of such actions.

(b) Without terminating this Lease, Landlord may enter upon the Leased Premises (without being liable for prosecution or any claim for damages therefor) and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any reasonable losses, costs and expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, which costs and expenses shall constitute Additional Rent. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subsection, whether caused by the negligence of Landlord or otherwise.

(c) Landlord may pursue such other and further remedies as are allowed for under the terms of this Lease.

(d) Landlord may pursue any remedy provided at law or in equity.

19.2. Tenant's Remedies. Except in the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and/or representatives, Tenant's remedies in the event of a default by Landlord shall be specific performance of the terms of this Lease. In the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives, Tenant may pursue any remedy provided at law or in equity.

20. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised herein and that Tenant, upon payment of the required rent and performance of the covenants and agreements contained in this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the Term. Notwithstanding the foregoing, however, the easement portion of the Premises are not exclusive to Tenant

and may be used by Landlord at its sole discretion and by the general public.

21. SURRENDER OF PREMISES.

(a) At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises in broom clean condition and good order and repair and otherwise in the same condition as the Premises was upon the commencement of this Lease.

(b) If Landlord elects to require that alterations, additions, improvements, changes, affixations of chattels, or other work made or performed by Tenant to the Premises be removed at the termination of this Lease, Tenant hereby agrees to cause the same to be removed at its sole cost and expense in accordance with the terms of Section 11 of this Lease.

(c) Tenant shall surrender to Landlord all keys for the Premises and shall notify Landlord in writing of all combinations of locks, safes, and vaults, if any, in the Premises.

(d) At the expiration or earlier termination of this Lease, Tenant shall immediately remove all property which it owns and is permitted to remove from the Premises under the provisions of this Lease, and, failing to do so, Landlord at its option may cause that property to be removed at the risk and expense of Tenant (both as to loss and damage), and Tenant hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere, the cost of any repairs to the Premises caused by the removal of the property and the costs of disposing of the property as garbage.

(e) Tenant's obligation to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Lease.

22. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, surrender immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease and if the parties do not otherwise agree, Tenant shall be deemed to be occupying the Premises from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice. Further, all of the terms and provisions of this Lease shall be applicable during the hold over period,

except that Tenant shall pay Landlord from time to time upon demand, as Minimum Rent for the period of any hold over, two thousand five hundred dollars (\$2,500.00) per month. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly agreed by the parties. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

23. ATTORNEYS' FEES. Intentionally deleted.

24. GOVERNING LAWS. This Lease shall be construed under the laws of the State of Maryland. The parties acknowledge that this Lease had been drafted, negotiated, made, delivered and consummated in the State of Maryland. All litigation arising under the terms of this Lease shall be filed and prosecuted exclusively in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland. Tenant and Landlord hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other.

25. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Landlord's interest in the Leased Premises cease to exist for any reason during the term of the Lease, then notwithstanding the happening of such event at the election of Landlord's successor herein, this Lease shall nevertheless remain unimpaired and in full force and effect and Tenant hereunder agrees to attorn to the then owner of the Leased Premises.

26. ENTIRE AGREEMENT. This Lease is the entire agreement of the parties and there are and were no verbal representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Lease not incorporated herein. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by both Landlord and Tenant.

27. MISCELLANEOUS.

(a) Words of any gender used in this Lease shall be held and construed to include any other gender; and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(b) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization and power of such party to enter into this Lease and the empowerment and authority of the individual signing below to bind his or her principal.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease or any provision hereof, or in any way affect the interpretation of this Lease.

(d) If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby; and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable there be added as a part of this Lease a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(e) All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

(f) In the event that Tenant shall fail to perform any duty or obligation hereunder, whether maintenance, repair or replacement of the Leased Premises, maintenance of insurance, or otherwise, then Landlord may, but shall in no event be obligated to, subject to at least thirty (30) days' prior written notice, take such actions as Landlord deems necessary or appropriate to remedy such Tenant failure, and any sums expended by Landlord shall be deemed Additional Rent hereunder due and payable by Tenant on demand.

(h) Tenant shall not record this Lease (i.e. a memorandum or short-form thereof) without the prior written consent of Landlord. Landlord may record a memorandum or short-form thereof should it choose to do so. In the event a party has the filing rights herein, the other party shall join in the signing of the document to be recorded. All costs of recordation, transfer

taxes and/or recordation taxes for recording the Lease, memorandum or short form shall be paid by the party desiring to record the same.

(i) Time is of the essence in the performance of all the covenants, conditions, and agreements contained in this Lease.

(j) Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of termination of this Lease, whether at the end of the term hereof or otherwise, shall survive such termination as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

(k) This Agreement may be executed in one or more counterparts, each of which counterpart shall for all purposes be deemed to be an original; but all such counterparts together shall constitute but one instrument.

(l) A facsimile or electronically signed counterpart shall be deemed to be effective as an original.

28. NOTICES. All requests, approvals, consents, notices and other communications given by Landlord or Tenant under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, or delivered by hand (which may be through a messenger or recognized delivery or courier service) or email and addressed as follows:

To Tenant:

The City of Frostburg
P.O.Box 440
Frostburg, MD 21532
ATTN: Elizabeth Stahlman
estahlman@frostburgcity.org

With a copy to:

Michael Scott Cohen, Esq.
213 Washington Street
Cumberland, MD 21502
michaelcohen@atlanticbbn.net

To Landlord:

Frostburg State University
ATTN: **Ronald Nowaczyk**
101 Braddock Road
Frostburg, MD 21502
rnowaczyk@frostburg.edu

with a copy to:

Frostburg State University
Office of General Counsel
101 Braddock Road
Frostburg, MD 21502

Notices may be mailed at such other places as the parties hereto may from time to time designate in a written notice to one another. Such requests, approvals, consents, notices and other communications shall be effective on the date of receipt (evidenced by a certified mail receipt if mailed by certified mail) or on the date of delivery if hand-delivered or emailed. Notices mailed by regular U.S. mail shall be deemed to be delivered three (3) days after mailing.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, under seal, as of the date and year first above written.

WITNESS/ATTEST:

THE CITY OF FROSTBURG

BY: _____ (SEAL)
 Todd Logsdon, Mayor

date

FROSTBURG STATE UNIVERISTY

BY: _____ (SEAL)
 Ronald Nowaczyk, President

date

Approved for form and legal sufficiency for Tenant
This _____ day of _____, 2024, by

Jeffrey C. Palkovitz
Assistant Attorney General

Exhibit A - metes and bounds description of leased premises and drawing of non-exclusive easement area

April 29, 2024

ALL that piece or parcel of land situated at the intersection of Lower Consol Road and State Street, in the City of Frostburg, Election District No. 26, Allegany County, Maryland and being more particularly described as follows [Maryland State Grid (NAD83) courses and horizontal distances used throughout] to wit:

BEGINNING for the same at a 5/8" iron pin with cap found at the southwest corner of the aforesaid intersection (Lower Consol Road / State Street), said point also being at the end of the 2nd line of a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland, thence running with the westerly margin of State Street and with part of the 3rd line of aforesaid deed (1441 / 461);

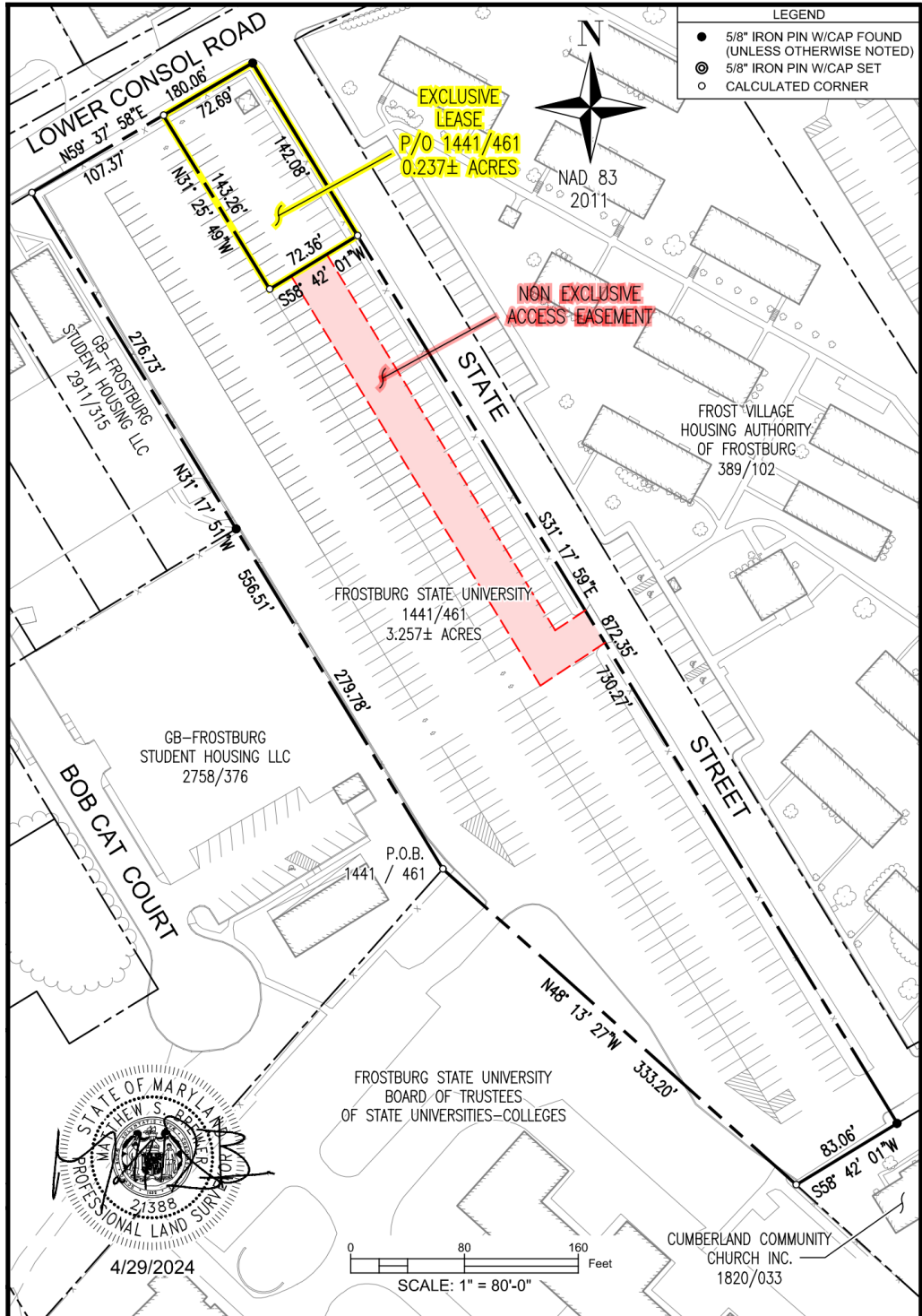
1. South 31 degrees 17 minutes 59 seconds East for a distance of 142.08 feet to a point, thence leaving the westerly margin of State Street and the 3rd line of aforesaid deed (1441 / 461) and running with new division lines thru the whole tract of which this is a part;
2. South 58 degrees 42 minutes 01 second West for a distance of 72.36 feet to a point, thence;
3. North 31 degrees 25 minutes 49 seconds West for a distance of 143.26 feet to a point along the southerly margin of Lower Consol Road and on the 2nd line of the aforesaid deed (1441 / 461), thence running with the southerly margin of Lower Consol Road and with part of the said 2nd line (1441 / 461);
4. North 59 degrees 37 minutes 58 seconds East 180.06 feet to the point of beginning, containing 0.237 acres, more or less, as shown on a plat entitled "Plan of Survey prepared for Frostburg State University", dated April 29, 2024, attached hereto and intended to be made a part hereof (the "Plat").

ALL OF THE ABOVE described parcel being part of the same property conveyed by a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland.

ALSO TO BE CONVEYED a non-exclusive access easement for the purpose of ingress, egress and regress to and from the above described exclusive lease area, over and across the existing parking lot to State Street, as shown on the Plat.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right-of-ways, et cetera as of record, and as shown on the Plat.

[Plat shown on following page.]



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION .12 OF ARTICLE §15-308(b)(4) ANNOTATED CODE OF MARYLAND.

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, WAS MADE ON ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS OUTLINED IN §15-208-B ANNOTATED CODE OF MARYLAND.

NOTE: THIS SURVEYOR HAS EXAMINED ONLY THE DEEDS IDENTIFIED HEREON AND AS SUCH CANNOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OUT-CONVEYANCES ET CETERA THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PLAN OF SURVEY
prepared for
FROSTBURG STATE UNIVERSITY
LOWER CONSOL ROAD
CITY OF FROSTBURG, ELECTION DISTRICT 26-000, ALLEGANY COUNTY
MARYLAND

SCALE: 1" = 80'-0" DATE: 4/29/2024

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|---|-----------------|---------------|------------------------|
| bba Surveyors Engineers Planners | TAX MAP 201 | PARCEL 659 | PROJECT No. 2024010 |
| | CRD FILE: 24010 | DRAWN: BBA | APPROVED: MB |