

## LETTER OF INTENT

This Letter of Intent (LOI) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Board of County Commissioners of Cecil County (hereinafter "Commissioners"), Property Rights United, Inc. (hereinafter PRU), and WSC, Inc., (hereinafter WSC).

WHEREAS, Property Rights United, Inc. (PRU) represents all or nearly all of the fee-simple lot owners of the development of Indian Acres (Funstead Owners) living in Indian Acres full-time, in violation of the Cecil County Zoning Ordinance; and

WHEREAS, the Commissioners desire to have the property owners cease full time residency and bring their individual properties into compliance; and

WHEREAS, the "Commissioners" also wish to avoid hardship for those Funstead Owners of Indian Acres living there full-time, with no other place of permanent residence, and therefore has agreed to allow a maximum five year time limit for volunteering Funstead Owners to bring their respective properties into compliance, and

NOW, THEREFORE, for and in consideration of the mutual promises made and received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to implement the following procedures:

1. Identification. Those Funstead Owners (owners) of Indian Acres, with no other place of permanent residence, wishing to avail themselves of the Full Time Residency Plan (the Plan) which is the subject of this agreement, will identify themselves to the Commissioners by volunteering for and accepting the full terms of this agreement. Exhibit A is a list of such funstead owners that the parties agree can apply for the plan in accordance with paragraph #5.

2. Five Year Transition Period: For those owners who identify themselves and qualify as full-time residents and accept the full terms of this agreement, the Commissioners will agree to allow five (5) years of full-time residence in those properties the individuals own subject to the following terms and conditions:

(a) The five (5) year period will run continuously unless otherwise interrupted by a transfer of the property or death of the owners who initially register for this agreement. Such interruptions in the title of the property will terminate the five (5) year residency period and the Funstead will revert to the then current non-full-time residency status of Indian Acres Funsteads.

(b) The residency period is not transferable to others, and is only available to the actual owners of the property.

(c) Indian Acre Funstead Owners not qualifying for this program will be required to abide by the non-full-time occupancy requirements described in the Indian Acres covenants and Cecil County Zoning Ordinances ( See Code Article V, Part V, Section 101.15).

(d) Individual on-site sewage disposal systems and buried holding tanks for all Indian Acres property owners are prohibited. All on-site sewage holding tanks shall comply with applicable State and County requirements.

(e) At the end of the five year residency period, Funstead owners in the plan must cease to occupy their respective Funsteads on a permanent full-time basis.

3. Legal Notices. In order for this program to be fully and fairly implemented the following notices will be published as indicated:

(a) Program availability: Legal notice to each Funstead Owner of record will be sent by the Cecil County Office of Planning and Zoning by U.S. Mail advising them of this program, its terms and the period of registration available. Additionally, public notice will be placed at the entrance of Indian Acres by WSC. A public notice will be published weekly by "Commissioners" in the local media for a thirty (30) day period to insure all interested parties have been made aware of the program.

(b) Non-participants: In order to preclude similar hardship conditions developing in the future, all parties to this agreement acknowledge that WSC will provide full legal notice of the normal prohibitions of full-time occupancy at Indian Acres. Proper notice will be given to all new property owners in writing and fully enforced against non-program participants as of the closing date of this program's Application Period. Permanent notice against full-time occupancy will be clearly posted by WSC at the entrance of Indian Acres community fully visible to all people entering the community.

4. Application Period: Following mailing of written notice of this Plan to all Indian Acres Funstead Owners of record, a period of sixty (60) days will be available for all Indian Acres Funstead owners not already on the accepted list, but still wishing to volunteer for the program to formally register and appeal for residency status on a hardship basis to the Cecil County Commissioners representative, who will make a final ruling as to hardship status. If hardship is determined to exist,

pursuant to paragraph #5, the owner's name will be added to Exhibit A. Once the application period has ended, no further full-time occupants will be added to the Plan for any reason.

5. Hardship Status: Individual property owners not already listed on Exhibit A and those listed on exhibit A wishing to obtain full-time occupancy status will need to meet the following minimum criteria:

- (a). Must have owned the property prior to December 15, 2008 (provide copy of recorded deed), and
- (b). Must live full time on the property, and
- (c). Must have no other dwelling property available to them, and
- (d). Proof of full time residency with no other dwelling available will include any or all of the following:
  - 1). Tax Return
  - 2). Voter registration
  - 3). Driver's License
  - 4). Automobile registration

The decision of the Commissioners as to new additional property owners is final.

6. Property Registration: Within ninety days of mailing written notice of the Plan to all Indian Acres Funstead Owners of record, each Funstead Owner qualifying for the Program will execute an individual agreement affecting their respective homestead(s) to be included in the program. Such agreements legally executed will be registered by the Cecil County Commissioners at no additional charge and recorded within the land records of Cecil County. Such agreements will preserve the individual Funstead Owner's rights for full-time occupancy for the five year period, subject to the above listed restrictions, to be measured from the closing date of the Application period. The execution and recordation of this agreement shall not be construed to limit the authority of Cecil County to protect the public health, safety or comfort or to issue any orders or take any action within their authority.

7. A monitoring committee shall be established in order to ensure that the obligations and commitments contained in this LOI are followed through on and that the parties affixing their signatures stay involved in any and all enforcement actions. Members of the monitoring committee shall include representatives from Planning & Zoning, Permits & Inspections, Environmental Health, Sheriff's Office, Senior Services and Community Transit, Housing, WSC Inc., Property Rights United, Inc., Indian Acres Club of Chesapeake Bay, Inc. and the Indian Acres Club of Chesapeake Bay Owner's Association. The

signatories agree that their and the community's participation is a key component in the success of their mutual efforts.

8. The parties hereto agree that the provisions of the Letter of Intent are not intended to preempt or prevent the enforceability of the covenants and restrictions of record as they now apply to the lots in Indian Acres, but only to the enforceability of the Zoning violations.

9. Property Rights United, Inc., and its individual members are participating in this settlement agreement without admitting any liability whatsoever. Property Rights United, Inc., and its members in the future agree to comply with all Cecil County current published regulations and ordinances.

IN WITNESS WHEREOF, the undersigned have executed this Letter of Intent this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESS:

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\_\_\_\_\_

President, Cecil County Board of Commissioners

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President, Property Rights United, Inc.

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WSC, Inc.