To: Northumberland County Board of Supervisors

From: Bluff Point Holdings LLC

RE: Submittal Modification - Marnock Shores Subdivision

Date: March 12, 2010

As a result of discussions between Bluff Point Holdings LLC and Marnock Shores lot owners, Bluff Point Holdings LLC hereby modifies its Submittal Plan as it relates to Marnock Shores as detailed below. Bluff Point Holdings LLC and the Marnock Shores lot owners who have executed this modification agree as follows:

1. Wastewater Water
    a. Connection to the Bluff Point wastewater system will be made available to each Marnock Shores lot owner.
    b. Bluff Point will incur 100% of the cost of laying the main line, and providing the connection points on the main line. The main line will run the full length of the Marnock Shores subdivision with the exact location to be determined based on system engineering plans.
    c. Each individual Marnock Shores lot owner is responsible for selecting their own contractor and for paying for all connection expense from the main line into their homes. Provided however, Bluff Point will reimburse lot owners up to $1,500 to cover documented expenses of connection by a licensed and insured plumbing contractors, provided the connection is made within one year of wastewater service first being available.
    d. Usage rates and user agreements will be the same as for Bluff Point residents and will be the sole responsibility of each individual homeowner. If homeowners chose not to connect to the Bluff Point potable water system a homeowner will install, at its expense a water meter on their personal water system to calculate wastewater usage. (This is the standard way of determining wastewater usage.) Bluff Point must be provided access to read the meter.

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2. Potable water
    a. Connection to the Bluff Point potable water system will be made available to each Marnock Shores lot owner.
    b. Bluff Point will incur 100% of the cost of laying the main line, and providing the connection points on the main line and meters. The main line will run the full length of the Marnock Shores subdivision with the exact location to be determined based system engineering plans. The individual lot meters will likely be on each respective lot.
    c. Each individual Marnock Shores lot owner is responsible for selecting their own contractor and for paying for all connection expenses for hooking up to the Bluff Point water system from the main line into their homes. Licensed and insured plumbing contractors must be used for all work.
    d. Usage rates and user agreements will be the same as for Bluff Point residents and will be the sole responsibility of each individual homeowner.

3. Marnock Shores Road Access
    a. Marnock Shores homeowners have requested that Bluff Point create a more direct access to the Marnock Shores community. The attached rendering dated March 1, 2010 shows the location of a revised access road for Marnock Shores. The final site plan might show a shift of the road to align with the opposite side of the parking lot.
    b. Once the new access road is completed the existing access road connection will be closed and abandoned.
    c. The 30' wide road easement, located in front of each lot, will be deeded to one or more Marnock Shores lot owners or a homeowners association, should they create one. Road maintenance for this roadway will continue to be the sole responsibility of Marnock Shores lot owners pursuant to an existing road maintenance agreement. If such roadway is deeded, Bluff Point will be granted a utility easement for water and wastewater systems within such 30' roadway.

4. Club Membership
    a. Each of the 19 lot owners of Marnock Shores Community will have the option of joining the Bluff Point Club, should a club be created in the future. It is understood there maybe more than one class of membership and each lot owner may elect the type of membership to join.
    b. The option to join the BP Private Club will be limited to a period of no more than 18 months after memberships are first offered.
    c. If a Marnock Shores lot owner exercised their right to join the Bluff Point Club and are in good standing, sell their Marnock Shores residence, the purchaser will have the right to join the Bluff Point Club under the same structure as a resell purchaser of a residence in Bluff Point.

5. Privacy
    a. Bluff Point agrees to build an 8' high privacy fence on its property adjacent to the to the existing 30' road easement.
    b. Upon 100% approval from all Marnock Shores lot owners or as agreed to by the required majority if a homeowners association has been created, Bluff Point agrees to install, at its expense, a remote controlled gate separating the two communities.

6. Riparian Rights
    a. Bluff Point owns various oyster leases under existing docks of Marnock Shores and adjacent to undeveloped lots.
    b. Bluff Point agrees not to contest repairs to existing docks and new docks for the undeveloped lots.

by Thomas A. Dougherty _____ March, 12, 2010

Bluff Point Holdings LLC Dated

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Lot Owner: Lot # ____ Dated

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Lot Owner: Lot # ____ Dated

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Lot Owner: Lot # ____ Dated