

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into September ~~20~~²²2026, by and among: the **Board of County Commissioners of Allegany County, Maryland**, a body corporate and politic of the State of Maryland having as a mailing address: 701 Kelly Road, Cumberland, Maryland 21502, Attn.: Jason Bennett, County Administrator (hereinafter referred to as "County"); **D.R. Horton, Inc.** having as a mailing address: 137 Mitchells Chance Road, Suite 400, Edgewater, Maryland 21037 (hereinafter referred to as "Developer"); and **Residential Title & Escrow Company Commercial Settlement Services, LLC**, 100 Painters Mill Road, Suite 200, Owings Mills, MD 21117, Attn: Howard Perlow (hereinafter referred to as "Escrow Agent").

WITNESSETH

WHEREAS, County and Developer have entered into that Land Development Agreement having an Effective Date of September 14, 2026, (hereinafter referred to as the "Contract") as to certain real property situated in Allegany County, Maryland (hereinafter referred to as the "Property"); and

WHEREAS, County and Developer have appointed Escrow Agent to hold all earnest money under the Contract in accordance with the terms of the Contract and this Agreement.

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. County and Developer hereby designate, constitute and appoint Escrow Agent as the "Escrow Agent" under this Agreement to hold all earnest money under the Contract (hereinafter referred to as the "Escrow Funds"), and Escrow Agent accepts such designation and appointment and agrees to act in accordance with the terms of the Contract and this Agreement. In the event of a conflict between the terms of this Agreement and those of the Contract, the terms of the Contract shall control. County and Developer agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or negligence of Escrow Agent or its agents, (b) that no releases or disbursements shall be made hereunder except upon consistent written instructions from both County and Developer or their successors or assigns; and (c) that in the event of a dispute hereunder between County and Developer (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole and absolute discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and Escrow Funds held by Escrow Agent, together with any such legal pleadings as it deems appropriate. Escrow Agent shall be indemnified, saved and held harmless by the County and Developer for all of its expenses, costs and reasonable attorney's fees incurred in connection with such interpleader action.

2. Upon receipt of consistent written instructions from both County and Developer, or their respective counsel, then Escrow Agent shall disburse the Escrow Funds held in escrow in accordance with the written instructions signed by both Developer and County, or their respective counsel. Said written instructions may be given in duplicate counterparts and by facsimile or e-mail. Escrow Agent shall have the right to deduct any costs Escrow Agent has incurred for overnight delivery charges or wire transfer fees from the Escrow Funds held prior to disbursement.

3. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent will not commingle Escrow Funds received by it in escrow with funds of others and shall deposit the Escrow Funds in a separate escrow account with a federally insured Bank (hereinafter referred to as the "Depository Bank"). Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

4. Escrow Agent shall not be liable for any loss or damage resulting from the following:

(a) Any default, error, action or omission of any other party;

(b) The expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business;

(c) Any loss or impairment of the Escrow Funds while on deposit with the Depository Bank resulting from failure, insolvency or suspension of such institution; or

(d) Escrow Agent's complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

5. Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

6. The terms and provisions of this Agreement are for the benefit of County, Developer and Escrow Agent and their respective successors and assigns only. Nothing contained herein shall be deemed or construed to inure to the benefit of any other person or party, it being the express intent of County, Developer and Escrow Agent that no such person party shall be entitled to any of the benefits hereof, except as herein expressly provided.

7. Time is of the essence of this Agreement.

8. This Agreement is intended as a contract under the laws of the State where the Property is located and shall be governed thereby and construed in accordance therewith.

9. This Agreement may be executed by signatures delivered via facsimile or e-mail, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

10. Any interest earned on the Escrow Funds held in escrow shall accrue to the benefit of Developer, whose tax identification number is 75-2386963.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day, month and year first above written.

County:

Board of County Commissioners
of Allegany County, Maryland

By: [Signature]
Print Name: Jason M. Bennett
Title: County Administrator
Date: 9/22/26

Developer:

D.R. Horton, Inc.

By: [Signature]
Print Name: Joan McCann
Title: Vice President of Operations
Date: 9/14/26

Escrow Agent:

Residential Title & Escrow Company Commercial
Settlement Services, LLC

By: [Signature]
Print Name: Beth Wozny
Title: Vice President
Date: 9-22-2026