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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 4th day of September, 1974, by WESTCHESTER PARK COMPANY, a Maryland limited partnership WESTCHESTER PARK SECTION ONE CONDOMINIUM (by Westchester Park Section One Condominium, Inc., its Council of Co-Owners, and by Westchester Park Company, present owner of all units of Westchester Park Section One Condominium), FIRST NATIONAL BANK OF MARYLAND, Trustee, AETNA LIFE INSURANCE COMPANY, HENRY F. KRAUTWURST and W. EDWARD GALLAGHER, Trustees, WASHINGTON GAS LIGHT COMPANY, T. WILLIAM BLUMENAUER, JR., and CLARENCE E. KBFAUVER, JR., Trustees, COLUMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION, AMERICAN SECURITY AND TRUST COMPANY, ALBERT W. CHIPMAN, JR. and GARLAND J. BLOOM, JR., Trustees, and B. F. SAUL COMPANY.

RECORDED  
 CLARENCE E. CALLOW  
 COUNTY CLERK

SEP 19 09 PM '74

WHEREAS, Westchester Park Company, is the owner of all that property located in Prince George's County, Maryland known as Parcels A, B, C, and D, Jaeger Property, as recorded in Plat Book 56, Plat 88, in the land records of Prince George's County; and

WHEREAS, Parcels A and B have been developed as follows:

1. A part of Parcels A and B, containing 12.6953 acres of land has been declared a horizontal property regime (known as "Westchester Park Section One Condominium") by a Master Deed recorded in the land records of Prince George's County in Liber 4381, at folio 309, and by condominium plats and plans recorded in the land records of Prince George's County in Plat Books 88 at plat 97, and Plat Book 90 at plat 1. The 12.6953 acres of land comprising Westchester Park Section One Condominium is further described in Exhibit 1.

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attached hereto and made a part hereof (hereinafter called "Section I Secured Parties")

1. A part of Parcel A, containing 5.1125 acres of land, improved with a multi-family apartment development, further described in Exhibit A attached hereto and made a part hereof (hereinafter called "Section I Secured Parties")

Deeds of Trust granted to First National Bank of Maryland, Trustee, securing Actia Life Insurance Company, which Deeds of Trust were consolidated by an instrument recorded among the land records of Prince George's County, Maryland in Liber 3797 at folio 287 (hereinafter collectively called "Section I Secured Parties")

2. A part of Parcel B, containing 6.9125 acres of land, improved with a multi-family apartment development, further described in Exhibit B attached hereto and made a part hereof (hereinafter called "Section II Secured Parties")

Deeds of Trust granted to First National Bank of Maryland, Trustee, securing Actia Life Insurance Company, which Deeds of Trust were consolidated by an instrument recorded among the land records of Prince George's County, Maryland in Liber 3996 at folio 102, and are also subject to a Deed of Trust granted to Henry F. Krautwurst and Edward Gallagher, Trustees, securing Washington Gas Light Company, which Deed of Trust is recorded among the land records of Prince George's County, Maryland in Liber 3772 at folio 912 (hereinafter collectively called "Section II Secured Parties")

3. A part of Parcel B, containing 6.9978 acres of land, improved with a multi-family apartment development, further described in Exhibit C attached hereto and made a part hereof (hereinafter called "Section III Secured Parties")

Deeds of Trust granted to T. William Blumenauer, Jr. and Clarence P. Keane, Jr., Trustees, securing Columbia General Savings and Loan Association, which Deeds of Trust were consolidated by an instrument recorded among the land records of Prince George's County, Maryland in Liber 4100 at folio 86 and is also subject to a Deed of Trust granted to Henry F. Krautwurst and Edward Gallagher, Trustees, securing Washington Gas Light Company, which Deed of Trust is recorded among the land records of Prince George's County, Maryland in Liber 4067 at folio 366 (hereinafter collectively called "Section III Secured Parties")

4. A part of Parcel A, containing 3.7427 acres of land, unimproved, further described in Exhibit D (hereinafter called "Residue Section")

5. A part of Section III, containing 4237 acres of land, improved with a swimming pool and other recreational facilities, further described in Exhibit 5 (hereafter called "Recreational Section"); and

WHEREAS, Parcel C has been developed as follows:

1. A part of Parcel C, containing 11,3174 acres of land, unimproved, further described in Exhibit 6 attached hereto and made a part hereof, is subject to a Deed of Trust granted to First National Bank of Maryland, Trustee, securing of record American Security and Trust Company, which Deed of Trust is recorded among the land records of Prince George's County, Maryland, in Liber 3253 at folio 441 (hereafter collectively called "Parcel C Secured Parties")

2. A part of Parcel C, containing 26,4074 acres of land, unimproved, further described in Exhibit 7 attached hereto and made a part hereof, is subject to Deeds of Trust granted to First National Bank of Maryland, Trustee, securing Aetna Life Insurance Company, which Deeds of Trust were consolidated by an instrument recorded among the land records of Prince George's County, Maryland in Liber 3797 at folio 265 (hereafter collectively called "Parcel C Secured Parties") and

WHEREAS, Parcel D, containing 8 acres of land, unimproved, is further described in Exhibit 8 attached hereto and made a part hereof, is subject to a Deed of Trust granted to Albert W. Chapman, Jr. and Garland J. Hilcom, Jr., Trustees, securing B. F. Saul Company, which Deed of Trust is recorded among the land records of Prince George's County, Maryland in Liber 3577 at folio 540 (hereafter collectively called "Parcel D Secured Parties")

WHEREAS, by a Declaration of Easements and Agreement for the Use of [Swimming Pool] and Streets and Roads, dated December 17, 1965, and recorded among the land records of Prince George's County in Liber 3259 at folio 537,

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amended by an Amendment to Declaration of Easements and Agreements for Use of Swimming Pool and Streets and Roads and Grant of Certain Easements, dated March 20, 1969 and recorded among the land records of Prince George's County, in Liber 3706 at folio 260 (hereafter collectively called the "Declaration of Easements, as Amended"), Parcels A, B, C and D were subjected to certain easements and restrictions; and

WHEREAS, the owners and secured parties of each Section comprising Parcels A, B, C and D desire to rescind said Declaration of Easements as Amended; and

WHEREAS, it is desired to provide for reciprocal easements relating to Section I, Section II, Section III, the Residue Section, and the Recreational Section.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree as follows:

#### I. Definitions.

As used herein, the term "Company" means Westchester Park Company or other holder or holders from time to time of the fee simple title of Section II, Section III, the Residue Section and the Recreational Section as the terms in context of this agreement may require, or any part thereof, excluding however secured parties. With respect to Section I, the term "Condominium" means Westchester Park Section One Condominium and includes: (1) Westchester Park Company as the present owner of all of the units of Westchester Park Section One Condominium, and other holder or holders from time to time of the fee simple title to any or all of the units of Westchester Park Section One Condominium; and also includes (2) Westchester Park Section One Condominium, Inc., a Maryland Corporation, the Council of Co-Owners of Westchester Park

Section One Condominium. The term "Owner" shall mean the Condominium, as to Section I, and the Company, its successors or assigns, as to Section II, III, the Residue Section and the Recreational Section. As used herein, the term "secured parties" means any mortgagee or trustee under a deed of trust given to secure payment of an indebtedness or other obligation or other holder for security purposes from time to time of the fee simple title of Section I, Section II, Section III, the Residue Section, or the Recreational Section, or any part thereof.

#### II. Release.

1. The Declaration of Easements as Amended, is hereby rescinded.

#### III. Recreational Section.

The Company and Section III Secured Parties hereby grant to the Condominium and Section I Secured Parties (relating to Section I), the Company and Section II Secured Parties (relating to Section II), and the Company (relating to the Residue Section) the perpetual right in common with each other to use the swimming pool and recreational facilities now or hereafter located in the Recreational Section, including ingress and egress to and from said facilities, subject to the reasonable rules and regulations established by the Company governing the use of said recreational facilities.

#### IV. Reciprocal Easements.

1. The Condominium and Section I Secured Parties hereby grant to the Company and Section II Secured Parties (relating to Section II), the Company and Section III Secured Parties (relating to Section III), and the Company (relating to the Residue Section) the perpetual right in common with each other to use the right-of-way described in Exhibit 9 attached hereto and made a part hereof for ingress and egress into, through and on Section I, and the right to use, maintain, and repair, subject to paragraph 4 of this Article, the utility conduits now on or under any portion of Section I which are now used to obtain heating, air conditioning, gas, telephone, water, sewer, electricity or other services.

2. The Company and Section II Secured Parties hereby grant to the Condominium and Section I Secured Parties (relating to Section I), the Company and Section III Secured Parties (relating to Section III), and the Company (relating to the Residue Section), the perpetual right in common with each other to use the right-of-way described in Exhibit 9 attached hereto and made a part hereof for ingress and egress into, through and on Section II, and the right to use, maintain, and repair, subject to paragraph 4 of this Article, the utility conduits now on or under any portion of Section II which are now used to obtain heating, air conditioning, water, sewer, electricity or other services.

3. The Company and Section III Secured Parties hereby grant to the Condominium and Section I Secured Parties (relating to Section I), the Company and Section II Secured Parties (relating to Section II), and the Company (relating to the Residue Section) the perpetual right in common with each other to use the right-of-way described in Exhibit 9 attached hereto and made a part hereof for ingress and egress into, through and on Section III, and the right to use, maintain, and repair, subject to paragraph 4 of this Article, the utility conduits now on or under any portion of Section III which are now used to obtain heating, air conditioning, water, sewer, electricity or other services.

4. The right to use, maintain, and repair the utility conduits shall be subject to the following limitations. No building or other improvements shall be constructed or placed in such manner as to interfere unreasonably with the maintenance, repair or replacement of such conduit except as hereinafter expressly provided. Any Owner who repairs or replaces any conduit which crosses a Section shall promptly restore the land, as nearly as may be, to its condition immediately prior to such installation, repair or replacement. Included in the right to maintain and replace shall be the right to take all actions reasonably necessary in order to accomplish such objectives including, but not limited to, the right to enter upon any land which is subject to such use or

easement with workmen and machines, make excavations to determine whether the conduits are functioning properly and the right temporarily to place excavated earth on adjacent portions of the property in which the excavation is made. Should any conduit be so located as to interfere with the proposed erection of a building or the construction of any other substantial improvements on a Section, the Owner of such Section may, at his expense, relocate such conduit provided the conduit thus relocated will provide substantially the same service as the conduit in its prior location.

V. Maintenance.

1. The Owner shall at all times hereinafter for so long as the easements and rights herein granted shall continue in effect, keep the right-of-way described in Exhibit 9 on its respective Section in good condition, order, and repair, in each case at its own cost and expense.

Notwithstanding anything above to the contrary, the secured parties (as hereinabove defined) shall have no obligation for maintenance or for contribution toward the cost of maintenance, but upon transfer of such premises after foreclosure of mortgage or after deed in lieu of foreclosure of mortgage by the foreclosing mortgagee or its nominee to a purchaser, such purchaser shall thereafter be responsible for the obligation of maintenance and the contribution toward the cost of maintenance becoming due after the date of transfer.

2. The Company agrees to maintain the swimming pool and recreational facilities in the Recreational Section in good order and repair and to pay all costs of maintenance and repair subject to the right to require reimbursement for the costs of maintenance and repair for the use thereof. If the Company shall fail to maintain and keep in repair the swimming pool and recreational facilities, then the successors or assigns of the Owner of Section I, Section II, Section III, and/or the Residue Section, to whom the easement has been granted shall have the right of entry onto the Recreational Section to make the necessary repair and maintain the same. In such case, the cost of maintenance and repair shall be borne in the proportions set forth below.

The Company may assess the Owner, its successors or assigns, of Section I, Section II, Section III and the Residue Section, for their fair share of all costs of maintenance and repair of the swimming pool and recreational facilities, including, without limiting the generality thereof, the cost of supplies, furniture and equipment, liability insurance, paving and/or filling, repairing, and/or refilling, plumbing, electricity maintenance and installation, painting, cleaning, disinfecting, filling and draining, life guards' salaries, seeding, care and maintenance of shrubs, trees, and plants, licensing, water, sewer service, and other utilities, real estate, and personal property taxes. Such fair share shall be determined as follows:

The Owner of each Section having the right to use said swimming pool and recreational facilities shall pay the same proportion of all costs of maintenance and repair relating to the Recreational Section, as aforesaid, as the number of dwelling units contained within each Section bears to the total number of dwelling units contained in all of the buildings located on all the Sections having such right of use of the swimming pool and recreational facilities.

If Company, Westchester Park Company, should cease to own any of the respective Sections, then the payment of said fair share shall be accomplished by a written assessment forwarded to the Owner of each Section annually within sixty (60) days after each calendar year and the Company shall maintain such bookkeeping as shall be sufficient to reasonably support the validity of such assessment. Each party hereto, their personal representatives, successors and assigns shall have ninety (90) days after receipt of the assessment to examine the books of the assessor and in the event of an error in computing such assessment, appropriate adjustment shall be made immediately.



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In the event that the successors and assigns of any Owner shall fail to make payment of said fair share within thirty (30) days after being billed therefor, then the Company, its successors and assigns, may give written notice thereof to such successors or assigns and to all parties secured by any mortgage or deed of trust on said property and in the event such default shall not be remedied within sixty (60) days after the giving of such notice, all rights of said successors or assigns with respect to the use of said swimming pool and recreational facilities shall cease until the assessment is paid. Any party to whom notice is given may remedy such default and in the event it is remedied by the parties secured under any such mortgage or deed of trust, they shall have the right to reimbursement from the successors or assigns of the property covered by said mortgage or deed of trust. In the event there is a bona fide dispute as to the existence of any alleged default or the amount of assessment then the dispute shall be submitted to arbitration for decision. Any amount admittedly due must be paid at or prior to the dispute being submitted to arbitration to resolve such dispute.

VI.

This Easement Agreement is declared to and does inure to the benefit of, and shall be binding upon, the parties herein, their personal representatives, successors, and assigns. If the Company ceases to own any Section, Company shall not be liable for any obligations or assessments arising or accruing after the date of ownership of that Section terminated. The obligations of Paragraph V shall be deemed covenants running with the land, and the obligation of each Owner to make said payments may be enforced by any other Owner. No maintenance assessment pursuant to Paragraph V shall be deemed a lien on the respective Sections against which the assessment is made until and unless judgment and execution thereof has been made. In no event, however, shall said lien have priority over a mortgage or deed of trust recorded prior to the date of judgment and execution.

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VII.

The operation, maintenance, and repair of the swimming pool and recreational facilities aforesaid are expressly subject to and conditioned upon the securing of all governmental licenses, permits, and authorizations, if any, required for such operation, maintenance and repair.

VIII.

All rules and regulations established by the Company governing the use of the recreational facilities on its area shall apply and be enforced equally to and against all persons and entities entitled to the use thereof. In the event of a breach or attempted or threatened breach by any Owner, in any of the terms, covenants, or conditions hereof, any or all of the remaining Owners or secured parties shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach; and any deed, lease, assignment, conveyance, grant, contract, or other agreement made in violation of this Easement Agreement shall be void and may be set aside upon petition of one or more of the Owners or secured parties.

IX.

The respective Owners of the various parcels shall have the right from time to time to relocate any of the walks, ways, streets, parking areas and recreational facilities on area owned by it provided that the use thereof by the other parties hereto is not substantially adversely affected.

X.

The grant, easements, licenses, and privileges established, created, and granted hereby shall be for the benefit of and restricted solely to the parties hereto, their personal representatives, successors and assigns, and their respective tenants, invitees and secured parties. Nothing contained herein is intended or shall be construed as creating any rights in or for the benefit of the

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general public and the Owner of any part of the land affected hereby reserves the rights to close temporarily, upon thirty (30) days' prior written notice to all other Owners and secured parties, any portion of its property to the extent that said temporary closing may be legally necessary and sufficient to prevent a dedication thereof or any accrual of any rights therein, in the general public or any person other than the legal entities and persons for whom such easements are hereby granted and created.

Notwithstanding the fact that some portions of Parcels A and B may now or hereafter be owned by the same person or persons, the rights and easements herein granted and the covenants hereby imposed upon Parcels A and B shall not be deemed to be extinguished by merger or otherwise and, except as otherwise specifically provided above, the same shall be perpetual and may not be extinguished unless by a declaration duly executed by all persons who, at the time thereof, own any interest in any portion of Parcels A and B (as owner, lender or lienor), which declaration shall be recorded among the land records of Prince George's County, Maryland.

XI.

No Owner of one section shall be entitled to participate in any award or awards for any taking of any part or all of another section under power of eminent domain or payment made for deeds in lieu thereof.

XII.

The Section I Secured Parties, the Section II Secured Parties, the Section III Secured Parties, the Parcel C Secured Parties, and the Parcel D Secured Parties have joined in the execution hereof to evidence their consent and approval to this Easement Agreement.

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IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed on the day and year hercinabove written.

WITNESS/ATTEST:

WESTCHESTER PARK SECTION ONE  
CONDOMINIUM

By: Westchester Park Section One  
Condominium, Inc., its Council  
of Co-Owners

By: William J. Gray  
President

Westchester Park Company, present  
owner of all condominium units

By: Francis E. Duval  
Attorney in Fact

Condominium

WESTCHESTER PARK COMPANY

By: Francis E. Duval  
Attorney in Fact

Company

FIRST NATIONAL BANK OF MARYLAND,  
Trustee

By: James P. Birch  
President

AETNA LIFE INSURANCE COMPANY

By: William H. Johnson  
ASSISTANT VICE President

Section I Secured Parties

FIRST NATIONAL BANK OF MARYLAND,  
Trustee

By: James P. Birch  
President

Francis E. Duval  
Secretary

Lucas A. Duval

Lucas A. Duval

William H. Johnson  
Secretary

William H. Johnson  
Secretary

William H. Johnson  
Secretary

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EXHIBIT 2

BEING part of Parcel B, as shown on a plat of subdivision entitled "Parcels A thru D, Jaeger Property", recorded among the Land Records of Prince George's County, Maryland in Plat Book WWV 56 as Plat No. 88; and being more particularly described as follows:

BEGINNING for the same at a point on the line common to Parcels A & B, as shown on the aforesaid plat: said line being the South  $36^{\circ} 07' 17''$  West 1316.91 foot line, 872.81 feet from the end thereof; running thence reversely with said line

- 1) North  $36^{\circ} 07' 17''$  East 445.10 feet to a point; thence running with the outline of Parcel B, as shown on the aforesaid plat
- 2) North  $89^{\circ} 12' 50''$  East 278.52 feet to a point; thence leaving said outline and running through Parcel B
- 3) South  $00^{\circ} 47' 10''$  East 276.00 feet to a point; thence
- 4) South  $23^{\circ} 28' 30''$  East 112.94 feet to a point; thence
- 5) South  $66^{\circ} 31' 30''$  West 84.74 feet to a point; thence
- 6) South  $23^{\circ} 28' 30''$  East 200.00 feet to a point on the aforesaid outline of Parcel B; running thence with said outline
- 7) South  $66^{\circ} 31' 30''$  West 488.99 feet to a point; thence leaving said outline and running through Parcel B
- 8) North  $36^{\circ} 07' 17''$  East 160.52 feet to a point; thence
- 9) 157.08 feet along the arc of a curve deflecting to the left, having a radius of 100.00 feet and a chord bearing North  $08^{\circ} 52' 43''$  West 141.42 feet to a point; thence
- 10) North  $53^{\circ} 52' 43''$  West 268.00 feet to the point of beginning; containing 274,973 square feet or 6.3125 acres, more or less.

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EXHIBIT 3

BEING part of Parcel B, as shown on a plat of subdivision entitled "Parcels A thru D, Jaeger Property", recorded among the Land Records of Prince George's County, Maryland in Plat Book WW 56 as Plat No. 88 and being more particularly described as follows:

BEGINNING for the same at the easternmost corner of Parcel "D", as shown on the aforesaid plat; said point being also the end of the northeasterly or South  $49^{\circ} 51' 10''$  East 340.62 foot line of the said Parcel "B"; thence running with part of the outline of the said Parcel "B" the following three (3) courses and distances:

- 1) South  $48^{\circ} 42' 30''$  West 220.34 feet to a point; thence
- 2) South  $57^{\circ} 25' 20''$  West 180.40 feet to a point; and thence
- 3) South  $66^{\circ} 31' 30''$  West 352.81 feet to a point; thence leaving the said outline and running through and across the said Parcel "B" the following four (4) courses and distances:
  - 4) North  $23^{\circ} 28' 30''$  West 200.60 feet to a point; thence
  - 5) North  $66^{\circ} 31' 30''$  East 84.74 feet to a point; thence
  - 6) North  $23^{\circ} 28' 30''$  West 112.94 feet to a point; and thence
  - 7) North  $00^{\circ} 47' 10''$  West 276.80 feet to a point on the northerly or North  $89^{\circ} 12' 50''$  East 710.11 foot line of the said Parcel "B", 431.58 feet from the end thereof; thence running with part of the outline of the said Parcel "B" the following two (2) courses and distances:
    - 8) North  $89^{\circ} 12' 50''$  East 431.58 feet to a point; and thence
    - 9) South  $49^{\circ} 51' 10''$  East 340.62 feet to the point of beginning; containing 278,687 square feet or 6.3978 acres.

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EXHIBIT 4

ALL that piece or parcel of land situate, lying and being in the Berwyn Election District No. 21, Prince George's County, Maryland, being part of Parcel "A", Jaeger Property, as shown on a plat recorded among the Land Records of said County in Plat Book WWV 56 as Plat No. 88 and being more particularly described as follows:

BEGINNING at the north-west corner of said Parcel "A" and running thence two following courses and distances with the northerly lines of said Parcel "A"

South 84° 34' 50" East 53.89 feet, thence

North 89° 12' 50" East 205.92 feet, thence with part of the southeasterly line of said Parcel "A"

South 36° 07' 17" West 667.10 feet, thence the three following courses and distances in, through, over and across said Parcel "A"

North 53° 52' 43" West 263.96 feet, thence

South 40° 01' 33" West 92.11 feet, thence

North 53° 52' 43" West 35.08 feet, to a point on the northwesterly line of said Parcel "A", said line being the right of way line of Kenilworth Avenue, thence with said northwesterly line of Parcel "A"

North 40° 01' 33" East 234.14 feet, thence the three following courses and distances, in, through, over and across said Parcel "A"

South 49° 58' 27" East 193.00 feet, thence

North 40° 01' 33" East 224.45 feet, thence

North 49° 58' 27" West 196.45 feet to a point on the aforementioned northwesterly line of Parcel "A", thence with said line

102.02 feet along the arc of a curve deflecting to the left, having a radius of 5879.58 feet and a long chord bearing North 37° 33' 55" East 102.02 feet to the place of beginning of this description, containing a calculated area of 2.7426 acres of land.

AND ALSO

ALL that piece or parcel of land situate, lying and being in the Berwyn Election District No. 21, Prince George's County, Maryland, being part of Parcel "A", Jaeger Property, as shown on a plat recorded among the Land Records of said County in Plat Book WWV 56 as Plat No. 88 and being more particularly described as follows:

BEGINNING at the point of curvature of Kenilworth Avenue on the northwesterly line of said Parcel "A" as shown on the aforementioned plat and running thence with part of curve No. 6 as shown thereon

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201.50 feet along the arc of said curve deflecting to the left, having a radius of 5879.58 feet and a long chord bearing North  $39^{\circ} 02' 38''$  East. 201.49 feet thence the three following courses and distances in, through, over and across said Parcel "A"

South  $49^{\circ} 58' 27''$  East 196.45 feet, thence

South  $40^{\circ} 01' 33''$  West 224.45 feet, thence

North  $49^{\circ} 58' 27''$  West 193.00 feet to a point on the aforementioned north-westerly line of Parcel "A", thence with said line of Parcel "A"

North  $40^{\circ} 01' 33''$  East 23.00 feet, to the place of beginning of this description, containing a calculated area of 1.000 acre of land.



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EXHIBIT 5

BEING part of Parcel "B", as shown on a plat of subdivision entitled "Parcels "A" thru "D", Jaeger Property", recorded among the Land Records of Prince George's County, Maryland in Plat Book WWW 56 as Plat No. 88; and being more particularly described as follows:

BEGINNING for the same at a point on the northerly or North 89° 12' 50" East 710.11 foot line of Parcel "B", as shown on the aforesaid plat, 378.35 feet from the end thereof; running thence through Parcel "B", South 00° 47' 10" East 75.50 feet to the true point of beginning; running thence from true point of beginning

- 1) South 67° 00' 00" West 57.50 feet to a point; thence
- 2) South 00° 47' 10" East 163.08 feet to a point; thence
- 3) North 67° 35' 22" East 71.39 feet to a point; thence
- 4) North 00° 25' 18" West 26.97 feet to a point; thence
- 5) North 67° 35' 22" East 20.00 feet to a point; thence
- 6) South 51° 57' 18" East 28.75 feet to a point; thence
- 7) North 67° 35' 23" East 17.94 feet to a point; thence
- 8) North 00° 47' 10" West 67.32 feet to a point; thence
- 9) North 67° 00' 00" East 17.00 feet to a point; thence
- 10) North 00° 47' 10" West 27.00 feet to a point; thence
- 11) North 56° 59' 30" West 61.53 feet to a point; thence
- 12) South 67° 00' 00" West 23.30 feet to a point; thence
- 13) North 56° 59' 30" West 16.89 feet to the true point of beginning; containing 18,457 square feet or 0.4237 acres.

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EXHIBIT 6

BEING part of Parcel C, as shown on a plat of subdivision entitled "Parcels A thru D, Jaeger Property", recorded among the Land Records of Prince George's County, Maryland in Plat Book WWV 56 as Plat No. 88.

BEGINNING for the same at the most southerly corner of Parcel C, as shown on the aforesaid plat; running thence with the outline of Parcel C

North  $02^{\circ} 07' 44''$  West 584.94 feet to a point; thence leaving said outline and running through Parcel C

North  $83^{\circ} 16' 33''$  East 819.03 feet to a point on the aforesaid outline of Parcel C; running thence with said outline

South  $07^{\circ} 19' 40''$  East 583.09 feet to a point; thence

South  $83^{\circ} 16' 33''$  West 872.03 feet to the point of beginning; containing 492,987 square feet or 11.3174 acres.

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EXHIBIT 7

BEING part of Parcel C, as shown on a plat of subdivision entitled "Parcels A thru D, Jaeger Property", recorded among the Land Records of Prince George's County, Maryland in Plat Book WWV 56 as Plat No. 88.

BEGINNING for the same at a point on the Westerly or North  $02^{\circ} 07' 44''$  West 2066.19 foot line of Parcel C, as shown on the aforesaid plat, 584.94 feet from the beginning thereof; running thence with the outline of Parcel C

North  $02^{\circ} 07' 44''$  West 1481.25 feet to a point; thence

North  $60^{\circ} 55' 00''$  West 63.11 feet to a point on the Southeasterly line of Kenilworth Avenue; running thence with Kenilworth Avenue

498.92 feet along the arc of a curve deflecting to the right, having a radius of 2664.79 feet and a chord bearing North  $34^{\circ} 39' 44''$  East 498.19 feet to a point; thence

North  $40^{\circ} 01' 33''$  East 7.98 feet to a point; thence

North  $83^{\circ} 28' 42''$  East 36.27 feet to a point on the southerly line of Westchester Park Drive; running thence with Westchester Park Drive

38.53 feet along the arc of a curve deflecting to the left, having a radius of 235.00 feet and a chord bearing South  $60^{\circ} 45' 57''$  East 38.48 feet to a point; thence

South  $65^{\circ} 27' 45''$  East 131.10 feet to a point; thence

143.34 feet along the arc of a curve deflecting to the left, having a radius of 200.00 feet and a chord bearing South  $85^{\circ} 59' 38''$  East 140.29 feet to a point; thence

South  $59^{\circ} 19' 09''$  East 20.00 feet to a point; thence leaving Westchester Park Drive and continuing with the outline of Parcel C

South  $30^{\circ} 40' 51''$  West 581.82 feet, as corrected, to a point; thence

South  $63^{\circ} 09' 17''$  East 511.08 feet to a point; thence

South  $07^{\circ} 19' 40''$  East 1018.91 feet to a point; thence leaving said outline and running through Parcel C

South  $83^{\circ} 16' 33''$  West 819.03 feet to the point of beginning; containing 1,150,304 square feet or 26.4074 acres.

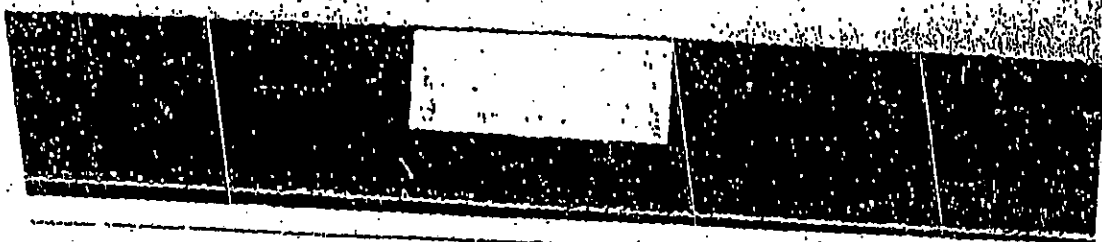
01/15/03 WED 18:07 FAX JUL 9 25 1803

SHIP...

4414 964

EXHIBIT 8

Parcel D, as shown on a plat of subdivision entitled "Parcels A  
Thru D, Jaeger Property", recorded among the Land Records of  
Prince George's County, Maryland in Plat Book WWV 56 at Plat No.  
88.



4414 965

EXHIBIT 9

Being a strip or parcel of land thirty (30) feet wide, fifteen (15) feet on each side of the centerline, hereinafter described, in, through, over and across the property shown as Parcels "A" and "B" on a plat of the subdivision entitled Parcels "A" through "D" Jaeger Property, recorded among the Land Records of Prince George's County, Maryland in Plat Book 56 at Plat Book 88.

Beginning for said centerline at a point on the North 15° 40' 33" East 100.00 foot line of Parcel B Shown as the limit of dedication of Worcester Park Drive on the aforementioned plat, the point of beginning being North 15° 40' 33" East 30.00 feet from the southerly end of said line, thence in, through, over and across said Parcels A and B

South 74° 19' 27" East 78.35 feet to the beginning of a curve to the left having a radius of 150.00 feet, thence

216.65 feet along the arc of said curve, long chord bearing and length North 64° 17' 57" East 198.30 feet, thence

North 23° 55' 20" East 267.57 feet to the beginning of a curve to the right having a radius of 75.00 feet, thence

57.98 feet along the arc of said curve, long chord bearing and length North 44° 43' 25" East 55.71 feet, thence

North 66° 31' 30" East 167.14 feet, thence

North 60° 42' 30" East 9.89 feet, thence continuing on the same course

North 60° 42' 30" East 177.62 feet, thence

North 66° 31' 30" East 273.08 feet, then continuing on the same course

North 66° 31' 30" East 349.56 feet, thence

North 57° 25' 20" East 114.63 feet to the beginning of a curve to the left having a radius of 35.00 feet, thence

65.53 feet along the arc of said curve, long chord bearing and length North 03° 47' 05" East 56.37 feet, thence

North 49° 51' 10" West 120.46 feet, thence

North 58° 37' 30" West 52.46 feet, thence

North 49° 51' 10" West 50.00 feet to the beginning of a curve to the right having a radius of 30.00 feet, thence

47.12 feet along the arc of said curve, long chord bearing and length North 04° 51' 10" West 47.43 feet, thence

North 40° 08' 50" East 30.00 feet, thence

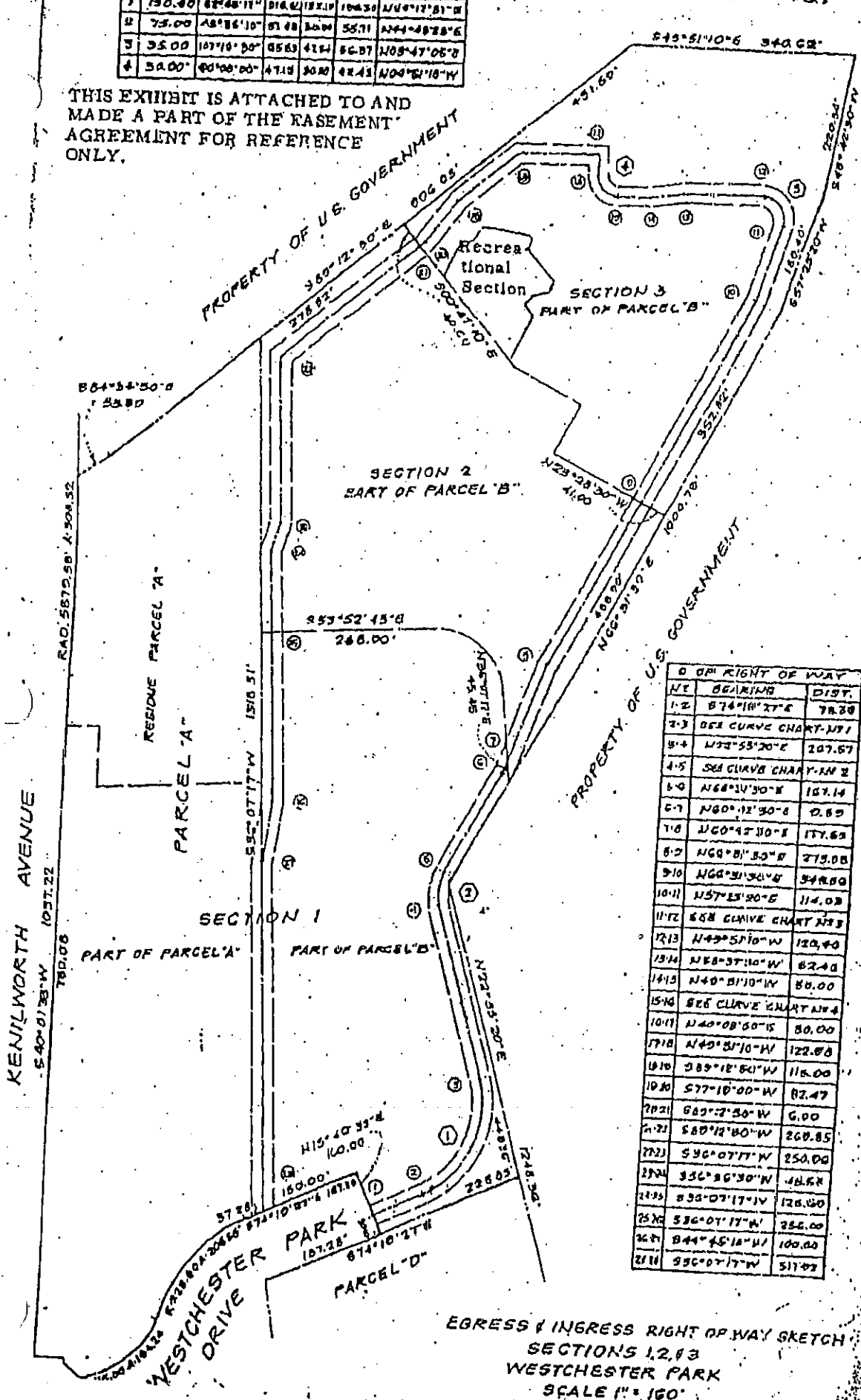
4414 966

North  $40^{\circ} 51' 10''$  West 122.98 feet, thence  
South  $89^{\circ} 12' 50''$  West 115.00 feet, thence  
South  $77^{\circ} 19' 00''$  West 82.47 feet, thence  
South  $89^{\circ} 12' 50''$  West 6.00 feet, thence continuing on the same course  
South  $89^{\circ} 12' 50''$  West 269.83 feet, thence  
South  $36^{\circ} 07' 17''$  West 260.96 feet, thence  
South  $56^{\circ} 36' 30''$  West 45.58 feet, thence  
South  $36^{\circ} 07' 17''$  West 128.69 feet, thence continuing on the same course  
South  $36^{\circ} 07' 17''$  West 356.00 feet, thence  
South  $44^{\circ} 45' 10''$  West 100.00 feet to a point on the dividing line between  
Parcels A and B, thence with a part of said dividing line  
South  $36^{\circ} 07' 17''$  West 406.08 feet to the beginning of a curve to the left  
having a radius of 500.00 feet, thence  
107.05 feet along the arc of said curve, long chord bearing and length  
South  $25^{\circ} 55' 55''$  West 196.49 feet, to a point on the  
northerly or South  $74^{\circ} 19' 27''$  East 187.28 foot line of  
Westchester Park Drive, 129.83 feet from the beginning  
whereof, containing 2.731 acres.

4414 967

CURVE DATA CHART					
NO.	RADIUS	Δ	ARC	TAN CHG.	BEARING
1	150.00	87°46'11"	216.2	106.30	N46°17'51"W
2	75.00	43°53'10"	87.28	53.15	N44°28'28"E
3	35.00	107°10'30"	85.83	42.4	N08°47'05"E
4	50.00	60°00'00"	47.12	30.00	N00°51'18"W

THIS EXHIBIT IS ATTACHED TO AND MADE A PART OF THE EASEMENT AGREEMENT FOR REFERENCE ONLY.



NO.	BEARING	DIST.
1-2	S74°18'27"E	78.80
2-3	SEE CURVE CHART NO. 1	
3-4	N72°55'20"E	207.87
4-5	SEE CURVE CHART NO. 2	
5-6	N68°31'30"E	157.14
6-7	N60°42'30"E	2.60
7-8	N60°42'30"E	177.63
8-9	N68°01'30"E	275.08
9-10	N68°31'30"E	348.00
10-11	N57°45'20"E	114.08
11-12	SEE CURVE CHART NO. 3	
12-13	N49°51'10"W	120.40
13-14	N68°31'30"W	82.48
14-15	N40°01'10"W	85.00
15-16	SEE CURVE CHART NO. 4	
16-17	N40°01'10"W	80.00
17-18	N40°01'10"W	122.88
18-19	S89°18'50"W	115.00
19-20	S77°10'00"W	82.47
20-21	S89°17'30"W	6.00
21-22	S89°18'40"W	268.85
22-23	S96°07'17"W	250.00
23-24	S56°36'30"W	48.68
24-25	S39°07'17"W	126.50
25-26	S36°07'17"W	256.00
26-27	S44°45'18"W	100.00
27-28	S96°07'17"W	51.07

EGRESS & INGRESS RIGHT OF WAY SKETCH  
 SECTIONS 1, 2, & 3  
 WESTCHESTER PARK  
 SCALE 1" = 160'

EASEMENT AGREEMENT

BY AND BETWEEN:

WINCHESTER PARK COMPANY,  
ET AL

Received for record on the 10th day of April, 1974  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
and recorded in Liber No. \_\_\_\_\_ of  
Folio \_\_\_\_\_ of Sec. one of  
the Land Records of the \_\_\_\_\_

Recorder.

WHEELER, KORPECK & NADONLEY  
ATTORNEYS AT LAW  
430 BRADWAY STREET  
ELIZABETH SPRING, MARYLAND

PLEASE MAIL TO

4414 588