

8/15/74

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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. KEFAUVER, 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
 CHARLES E. CALLOW
 RECORDER & CLERK
 CIRCUIT COURT

SEP 19 1 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 (hereafter called "Section I"), and 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 287 (hereafter collectively called the "Section I Secured Parties").

2. A part of Parcel B, containing 6.3125 acres of land, improved with a multi-family apartment development, further described in Exhibit 2 attached hereto and made a part hereof (hereafter called "Section II"), 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 3996 at folio 102, and is also subject to a Deed of Trust granted to Henry F. Krautwurst and W. 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 (hereafter collectively called "Section II Secured Parties").

3. A part of Parcel B, containing 6.3978 acres of land, improved with a multi-family apartment development, further described in Exhibit 3 attached hereto and made a part hereof (hereafter called "Section III"), is subject to Deeds of Trust granted to T. William Blumenauer, Jr. and Clarence E. Kefauver, Jr., Trustees, securing Columbia Federal 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 860, and is also subject to a Deed of Trust granted to Henry F. Krautwurst and W. 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 566, (hereafter collectively called "Section III Secured Parties").

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

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5. A part of Section III, containing .4237 acre 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 443 (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, further described in Exhibit 8 attached hereto and made a part hereof, is subject to a Deed of Trust granted to Albert W. Chipman, Jr. and Garland J. Bloom, 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 3597 at folio 548 (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 587,

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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: (i) 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 (ii) 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. Rescission.

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

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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.

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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 tiling, repairing, and/or retiling, 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 hereinabove written.

WITNESS/ATTEST:

WESTCHESTER PARK SECTION ONE
CONDOMINIUM

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

Francis E. Donald
Secretary

By: William J. Gay
President

Westchester Park Company, present
owner of all condominium units

Linda A. Drummond

By: Francis E. Donald
Attorney in Fact

Condominium

WESTCHESTER PARK COMPANY

Linda A. Drummond

By: Francis E. Donald
Attorney in Fact

Company

FIRST NATIONAL BANK OF MARYLAND,
Trustee

Arthur S. Schellman
Secretary

By: James P. Burch
President

AETNA LIFE INSURANCE COMPANY

Art German
Secretary

By: Robertson
ASSISTANT VICE President

Section I Secured Parties

FIRST NATIONAL BANK OF MARYLAND,
Trustee

Arthur S. Schellman
Secretary

By: James P. Burch
President

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AETNA LIFE INSURANCE COMPANY

Al Herman
Secretary

By R. Peterson
ASSISTANT VICE President

Dean W. Krautwurst

Henry F. Krautwurst
Henry F. Krautwurst, Trustee

Richard M. Gallagher

W. Edward Gallagher
W. Edward Gallagher, Trustee

WITNESS/ATTEST:

WASHINGTON GAS LIGHT COMPANY

Alfred J. Abe
Assistant Secretary

By Samuel S. Hollingsworth
VICE - President

Section II Secured Parties

Ray Tarvelly

x William Blumenauer, Jr.
T. William Blumenauer, Jr., Trustee

Ray Tarvelly

x Clarence E. Kefauver, Jr.
Clarence E. Kefauver, Jr., Trustee

COLUMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION

Ray Tarvelly
Secretary

x By Sam Blumenauer, Jr.
President

WASHINGTON GAS LIGHT COMPANY

Alfred J. Abe
Assistant Secretary

By Samuel S. Hollingsworth
VICE - President

Dean W. Krautwurst

Henry F. Krautwurst
Henry F. Krautwurst, Trustee

Richard M. Gallagher

W. Edward Gallagher
W. Edward Gallagher, Trustee

Section III Secured Parties

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) CEC 4414, p. 0949, MSA_CE64_4495. Date available 05/18/2006. Printed 03/11/2024.

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WITNESS/ATTEST:

FIRST NATIONAL BANK OF MARYLAND,
Trustee

Arthur Scott Secretary By Jerome P. Bauck President

AMERICAN SECURITY AND TRUST COMPANY

[Signature] Secretary By [Signature] Vice President

FIRST NATIONAL BANK OF MARYLAND,
Trustee

Arthur Scott Secretary By Jerome P. Bauck President

AETNA LIFE INSURANCE COMPANY

[Signature] Secretary By [Signature] Assistant Vice President

Parcel C Secured Parties

Francis A. Hayman

Albert W. Chipman, Jr.
Albert W. Chipman, Jr., Trustee

Francis A. Hayman

Garland J. Bloom, Jr.
Garland J. Bloom, Jr., Trustee

B. F. SAUL COMPANY

Jane M. [Signature] Secretary

By E. B. [Signature] Senior Vice President

Parcel D Secured Parties

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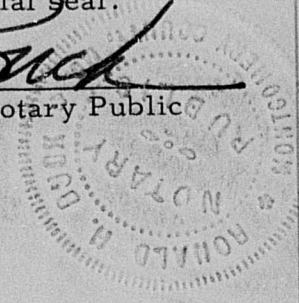
State of Maryland, County of Montgomery, TO WIT:

I HEREBY CERTIFY, that on the 6th day of September, 1974, before me, the undersigned officer, personally appeared FRANCIS E. DIMOND, who acknowledged himself to be a General Partner of WESTCHESTER PARK COMPANY, a Maryland limited partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Partnership by himself as General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ronald H. Buch
Notary Public

My commission expires: My Commission Expires July 1, 1978



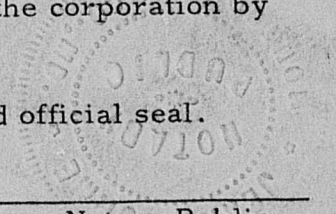
State of Maryland, County of Montgomery, TO WIT:

I HEREBY CERTIFY, that on the 16th day of September, 1974, before me, the undersigned officer, personally appeared Jerome B. Barock, who acknowledged himself to be the President of FIRST NATIONAL BANK OF MARYLAND, a corporation, Trustee, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jean L. Orme
Notary Public

My commission expires: July 1, 1978



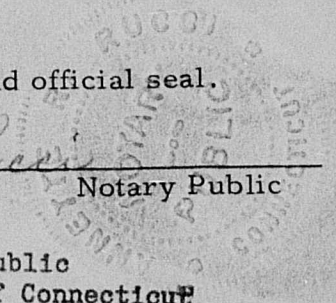
STATE OF CONNECTICUT, COUNTY OF HARTFORD, TO WIT:

I HEREBY CERTIFY, that on the 4th day of September, 1974, before me, the undersigned officer, personally appeared R. L. Peterson, who acknowledged himself to be the Asst. Vice President of AETNA LIFE INSURANCE COMPANY, a corporation, and that he, as such Asst. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Asst. Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Annette R. Rucci
Notary Public

My commission expires: ANNETTE R. RUCCI, Notary Public
Within and for the State of Connecticut
My Commission Expires March 31, 1978



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District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 10th day of September, 1974, before me, the undersigned officer, personally appeared HENRY F. KRAUTWURST, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John W. Sent
Notary Public

My commission expires: Nov. 14, 1977

District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 10th day of September, 1974, before me, the undersigned officer, personally appeared W. EDWARD GALLAGHER, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John W. Sent
Notary Public

My commission expires: Nov. 14, 1977

District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 10th day of September, 1974, before me, the undersigned officer, personally appeared Samuel S. Hollingsworth, who acknowledged himself to be the ^{Vice} President of WASHINGTON GAS LIGHT COMPANY, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John W. Sent
Notary Public

My commission expires: Nov. 14, 1977

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District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 9th day of September, 1974, before me, the undersigned officer, personally appeared T. WILLIAM BLUMENAUER, JR., Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Howard E. Thompson
HOWARD E. THOMPSON Notary Public

My Commission Expires November 14, 1976
My commission expires: _____

District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 9th day of September, 1974, before me, the undersigned officer, personally appeared CLARENCE E. KEFAUVER, JR., Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Howard E. Thompson
HOWARD E. THOMPSON Notary Public

My Commission Expires November 14, 1976
My commission expires: _____

District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 9th day of September, 1974, before me, the undersigned officer, personally appeared W. W. Blumauer, Jr., who acknowledged himself to be the President of COLUMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Howard E. Thompson
HOWARD E. THOMPSON Notary Public

My Commission Expires November 14, 1976
My commission expires: _____

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District of Columbia, TO WIT:

I HEREBY CERTIFY, that on the 11th day of September, 1974, before me, the undersigned officer, personally appeared Garland J. Bloom, who acknowledged himself to be the President of AMERICAN SECURITY AND TRUST COMPANY, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alice E. Tuttle

Notary Public, D.C.

My commission expires: My Commission Expires February 14, 1976

State of Maryland, County of Montgomery TO WIT:

I HEREBY CERTIFY, that on the 6th day of September, 1974, before me, the undersigned officer, personally appeared ALBERT W. CHIPMAN, JR., Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ronald A. Buch

Notary Public

My commission expires: My commission expires July 1, 1978,

State of Maryland, County of Montgomery TO WIT:

I HEREBY CERTIFY, that on the 6th day of September, 1974, before me, the undersigned officer, personally appeared GARLAND J. BLOOM, JR., Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ronald A. Buch

Notary Public

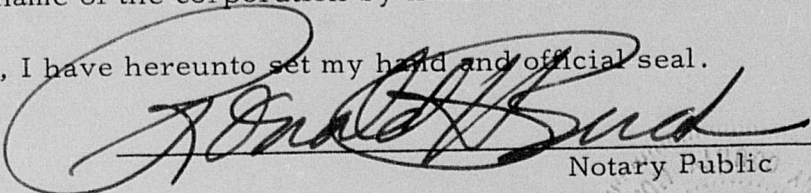
My commission expires: My commission expires July 1, 1978,

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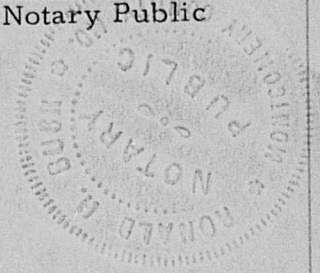
State of Maryland, County of Montgomery TO WIT:

I HEREBY CERTIFY, that on the 6th day of September, 1974, before me, the undersigned officer, personally appeared E.B. CROWIN JR., who acknowledged himself to be the President of B. F. SAUL COMPANY, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

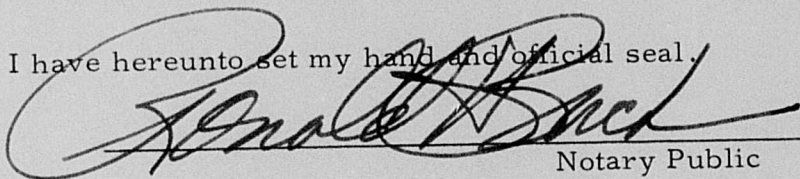
My commission expires: My commission expires July 1, 1978.



State of Maryland, County of Montgomery TO WIT:

I HEREBY CERTIFY, that on the 6th day of September, 1974, before me, the undersigned officer, personally appeared WILLIAM J. GAY, who acknowledged himself to be the President of WESTCHESTER PARK SECTION ONE CONDOMINIUM, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My commission expires: My commission expires July 1, 1978.



4414 956

EXHIBIT 1

Part of Parcels A and 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 southeasterly line of Kenilworth Avenue, said point lying at the beginning of the North 40° 01' 33" East 1037.22 foot line of Parcel A, as shown on the aforesaid plat; running thence with Kenilworth Avenue, North 40° 01' 33" East 780.08 feet to a point; thence leaving Kenilworth Avenue, and running through Parcel A
South 53° 52' 43" East 35.08 feet to a point; thence
North 40° 01' 33" East 92.11 feet to a point; thence
South 53° 52' 43" East 263.96 feet to a point on the line common to Parcels A and B, as shown on the aforesaid plat, running thence with said line
North 36° 07' 17" East 221.00 feet to a point; thence leaving said line and running through Parcel B
South 53° 52' 43" East 268.00 feet to a point; thence
157.08 feet along the arc of a curve deflecting to the right, having a radius of 100.00 feet and a chord bearing South 08° 52' 43" East 141.42 feet to a point; thence
South 36° 07' 17" West 160.52 feet to a point on the outline of Parcel B; running thence with said outline
South 66° 31' 30" West 158.99 feet to a point; thence
South 22° 55' 20" West 448.36 feet to a point; thence
North 74° 19' 27" West 228.85 feet to a point; thence
North 15° 40' 33" East 100.00 feet to a point on the Northerly line of Westchester Park Drive, as shown on the aforesaid plat; running thence with Westchester Park Drive through Parcels A and B
North 74° 19' 27" West 187.28 feet to a point; thence
206.55 feet along the arc of a curve deflecting to the left, having a radius of 228.80 feet and a chord bearing South 79° 48' 52" West 199.60 feet to a point, thence
154.24 feet along the arc of a curve deflecting to the right, having a radius of 135.00 feet and a chord bearing South 86° 41' 03" West 145.99 feet to a point; thence
North 07° 34' 44" West 33.66 feet to a point; thence
North 40° 01' 33" East 4.00 feet to a point; thence
North 49° 58' 27" West 50.00 feet to the point of beginning; containing 553,005 square feet or 12.6953 acres, more or less.

4414 957

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 WWW 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 1318.91 foot line, 872.81 feet from the end thereof; running thence reversely with said line

- 1) North $36^{\circ} 07' 17''$ East 446.10 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.

4414 958

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 "B", 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 200.00 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 276.00 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.

4414 959

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 WWW 56 as Plat No. 88 and being more particularly described as follows:

BEGINNING at the northwest 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 285.92 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 WWW 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

4414 960

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.

4414 961

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 $89^{\circ} 12' 50''$ 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 $00^{\circ} 47' 10''$ East 75.50 feet to the true point of beginning; running thence from true point of beginning

- 1) South $67^{\circ} 00' 00''$ West 57.50 feet to a point; thence
- 2) South $00^{\circ} 47' 10''$ East 163.05 feet to a point; thence
- 3) North $67^{\circ} 35' 22''$ East 71.39 feet to a point; thence
- 4) North $00^{\circ} 25' 18''$ West 26.97 feet to a point; thence
- 5) North $67^{\circ} 35' 22''$ East 20.00 feet to a point; thence
- 6) South $51^{\circ} 57' 18''$ East 28.75 feet to a point; thence
- 7) North $67^{\circ} 35' 22''$ East 17.94 feet to a point; thence
- 8) North $00^{\circ} 47' 10''$ West 67.32 feet to a point; thence
- 9) North $67^{\circ} 00' 00''$ East 17.00 feet to a point; thence
- 10) North $00^{\circ} 47' 10''$ West 27.00 feet to a point; thence
- 11) North $56^{\circ} 59' 30''$ West 61.51 feet to a point; thence
- 12) South $67^{\circ} 00' 00''$ West 23.30 feet to a point; thence
- 13) North $56^{\circ} 59' 30''$ West 16.89 feet to the true point of beginning; containing 18,457 square feet or 0.4237 acre.

4414 962

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 WWW 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.

4414 963

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 WWW 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.

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 WWW 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 Westchester 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 78.36 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 22° 55' 20" East 267.57 feet to the beginning of a curve to the right having a radius of 75.00 feet, thence

57.08 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 42.43 feet, thence

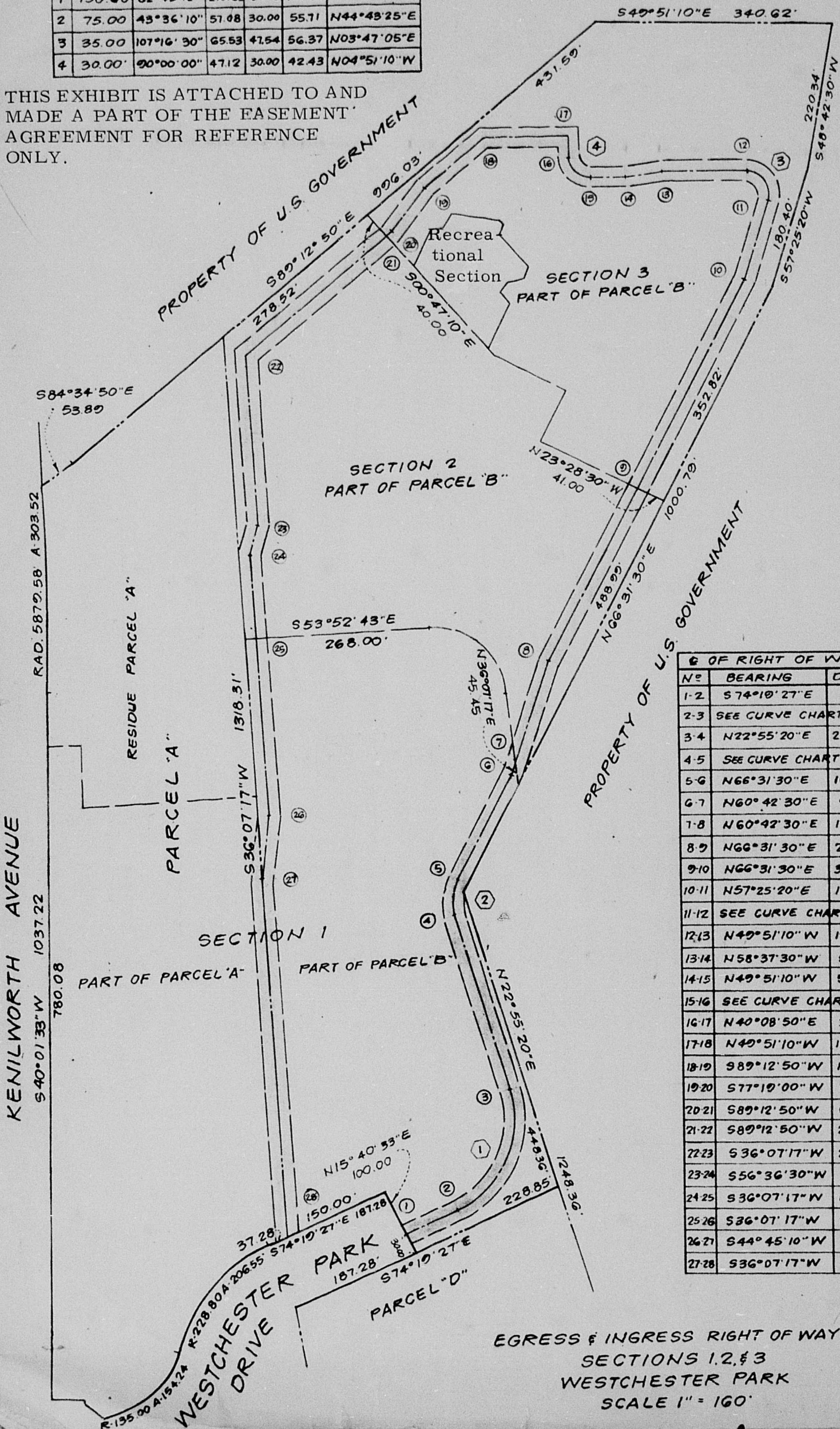
North 40° 08' 50" East 30.00 feet, thence

4414 966

North 49° 51' 10" West 122.98 feet, thence
South 89° 12' 50" West 115.00 feet, thence
South 77° 19' 00" West 82.47 feet, thence
South 89° 12' 50" West 6.00 feet, thence continuing on the same course
South 89° 12' 50" West 269.85 feet, thence
South 36° 07' 17" West 250.96 feet, thence
South 56° 36' 30" West 45.58 feet, thence
South 36° 07' 17" West 125.69 feet, thence continuing on the same course
South 36° 07' 17" West 256.00 feet, thence
South 44° 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° 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° 53' 55" West 106.49 feet, to a point on the
northerly or South 74° 19' 27" East 187.28 foot line of
Westchester Park Drive, 129.83 feet from the beginning
thereof, containing 2.731 acres.

CURVE DATA CHART						
NO	RADIUS	Δ	ARC	TAN	CHD.	BEARING
1	150.00	82°45'12"	216.65	132.13	108.30	N64°17'57"E
2	75.00	43°36'10"	57.08	30.00	55.71	N44°43'25"E
3	35.00	107°16'30"	65.53	47.54	56.37	N03°47'05"E
4	30.00	90°00'00"	47.12	30.00	42.43	N04°51'10"W

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



E OF RIGHT OF WAY		
NO	BEARING	DIST.
1-2	S74°10'27"E	78.36
2-3	SEE CURVE CHART-Nº 1	
3-4	N22°55'20"E	267.57
4-5	SEE CURVE CHART-Nº 2	
5-6	N66°31'30"E	167.14
6-7	N60°42'30"E	9.89
7-8	N60°42'30"E	177.62
8-9	N66°31'30"E	273.08
9-10	N66°31'30"E	349.50
10-11	N57°25'20"E	114.63
11-12	SEE CURVE CHART-Nº 3	
12-13	N49°51'10"W	120.40
13-14	N58°37'30"W	52.46
14-15	N49°51'10"W	50.00
15-16	SEE CURVE CHART-Nº 4	
16-17	N40°08'50"E	30.00
17-18	N49°51'10"W	122.98
18-19	S89°12'50"W	115.00
19-20	S77°19'00"W	82.47
20-21	S89°12'50"W	6.00
21-22	S89°12'50"W	269.85
22-23	S36°07'17"W	250.96
23-24	S56°36'30"W	45.58
24-25	S36°07'17"W	125.69
25-26	S36°07'17"W	256.00
26-27	S44°45'10"W	100.00
27-28	S36°07'17"W	517.92

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

EASEMENT AGREEMENT

BY AND BETWEEN:

WESTCHESTER PARK COMPANY,
ET AL

Received for record on the
day of Sept 19, 19 74
at o'clock M,
and recorded in Liber No. at
Folio, et seq., one of
the Land Records of the

Recorder.

WHEELER, KORPECK & NADONLEY
ATTORNEYS AT LAW
930 BONIFANT STREET
SILVER SPRING, MARYLAND

PLEASE MAIL TO:

4414 968