# Property and Ownership Information

<table>
<thead>
<tr>
<th>Name</th>
<th>United States of America</th>
<th>Completed Date</th>
<th>06/18/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address</td>
<td>770 Muddy Brank Road, Gaithersburg, MD 20899</td>
<td>Index Date</td>
<td>05/08/2020</td>
</tr>
<tr>
<td>APN# / Parcel # / PIN#</td>
<td>9-00821711</td>
<td>Report Type</td>
<td>Commercial Search</td>
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<tr>
<td>Title Defect Category</td>
<td></td>
<td>County</td>
<td>Montgomery</td>
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<tr>
<td>Alert Note:</td>
<td></td>
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# Vesting Information

<table>
<thead>
<tr>
<th>Grantee(s)/Deed Owner</th>
<th>United States of America</th>
<th>Deed Date</th>
<th>07/21/1955</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantor / Prior Owner</td>
<td>George Cochran Doub, United States Attorney and Walter E Black Jr Assistant United States Attorney</td>
<td>Recorded Date</td>
<td>08/01/1955</td>
</tr>
<tr>
<td>Instrument#</td>
<td>4092</td>
<td>Book#</td>
<td></td>
</tr>
<tr>
<td>Consideration ($)</td>
<td></td>
<td>Page#</td>
<td></td>
</tr>
<tr>
<td>Sale Price($)</td>
<td></td>
<td>Deed Type</td>
<td>JUDGMENT OF THE DECLARATION OF TAKING</td>
</tr>
<tr>
<td>Notes</td>
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# Chain Of Title 1

<table>
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<tr>
<th>Grantee(s)/Deed Owner</th>
<th>United States of America</th>
<th>Deed Date</th>
<th>06/15/1954</th>
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</thead>
<tbody>
<tr>
<td>Grantor / Prior Owner</td>
<td>Wilfred W. Butschky, Clerk of the United States District Court</td>
<td>Recorded Date</td>
<td>06/17/1954</td>
</tr>
<tr>
<td>Instrument#</td>
<td>2665</td>
<td>Book#</td>
<td>104</td>
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<tr>
<td>Consideration ($)</td>
<td></td>
<td>Page#</td>
<td>259</td>
</tr>
<tr>
<td>Sale Price($)</td>
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<td>Deed Type</td>
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</tr>
<tr>
<td>Notes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# Open Mortgages Information

No open mortgages found.

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Active Judgments and Liens

No active judgments or liens found.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Jurisdiction</th>
<th>Installment</th>
<th>Property Tax Status</th>
<th>Date (Due</th>
<th>Good</th>
<th>Amount($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-00821711</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2012</td>
<td>01/31/2021</td>
<td>684.95</td>
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</tr>
<tr>
<td>2012</td>
<td>Combined</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2013</td>
<td>01/31/2021</td>
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<td>2013</td>
<td>Combined</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2014</td>
<td>01/31/2021</td>
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<td>2014</td>
<td>Combined</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2015</td>
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<tr>
<td>2015</td>
<td>Combined</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2016</td>
<td>01/31/2021</td>
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<td>01/31/2017</td>
<td>01/31/2021</td>
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<td>2017</td>
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<td>Annual</td>
<td>Delinquent</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2020</td>
<td>01/31/2021</td>
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<td>Annual</td>
<td>Due</td>
<td>01/31/2021</td>
<td>01/31/2021</td>
<td>13113.75</td>
</tr>
</tbody>
</table>

Tax Status Disclaimer

Please note that Answer Title has made every effort to ensure the accuracy of this tax information. With that said, Answer Title will not assume responsibility for any inaccuracies in the tax reporting as collecting agencies continually modify and update their records. If at any time it appears that a tax amount has been adjusted, please contact us immediately so we can investigate and update our records accordingly. Exact charges and figures depend on many factors which can be detailed by local officials. The tax information contained within this report was the most accurate information available at the time the search was completed. This data will not appear on any title policy as this is solely for informational purposes.

Property Tax Assessment

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Annual Tax Amount</th>
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</thead>
<tbody>
<tr>
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<td>13,113.75</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Land Value($)</th>
<th>Improvements($)</th>
<th>Home Exemp($)</th>
<th>Total Assessed($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>2,193,600</td>
<td>0.00</td>
<td>0.00</td>
<td>2,193,600</td>
</tr>
</tbody>
</table>

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### Additional Information

<table>
<thead>
<tr>
<th>HOA Name:</th>
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<tbody>
<tr>
<td>DECLARATION OF EASEMENT FOR TREE MAINTENANCE, Bk/Pg#: 19147/532, Doc Date: 05/01/2001, Rec Date: 05/11/2001</td>
</tr>
<tr>
<td>EASEMENT OF PROPERTY OCCUPIED BY THE NATIONAL BUREAU OF STANDARDS GAITHERSBURG, MARYLAND, Bk/Pg#: 8425/189, Doc Date: 08/07/1986, Rec Date: 08/19/1986</td>
</tr>
<tr>
<td>AGREEMENT 2512/593 REC'D 10/7/1958</td>
</tr>
<tr>
<td>LICENSE AND RIGHTS OF WAY 2872/682 REC'D 8/4/1961</td>
</tr>
<tr>
<td>DEED OF EASEMENT 3726/434 REC'D 4/9/1968</td>
</tr>
<tr>
<td>TERMS AND PROVISIONS 3834/457 REC'D 2/19/1969</td>
</tr>
<tr>
<td>RIGHT OF WAY 3916/238 REC'D 11/5/69</td>
</tr>
<tr>
<td>RIGHT OF WAY 3998/405 REC'D 9/11/70</td>
</tr>
<tr>
<td>RIGHT OF WAY 4592/574 REC'D 11/14/1974</td>
</tr>
<tr>
<td>EASEMENT 8425/189 REC'D 8/19/1986</td>
</tr>
<tr>
<td>CONSERVATION EASEMENT 17895/406 REC'D 2/24/2000</td>
</tr>
</tbody>
</table>

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### Real Property Data Search

**Search Result for MONTGOMERY COUNTY**

**View Map** | **View GroundRent Redemption** | **View GroundRent Registration**
--- | --- | ---

**Special Tax Recapture: None**

**Account Identifier:** District - 09 Account Number - 00821711

**Owner Information**

**Owner Name:** UNITED STATES AMERICA

**Mailing Address:** C ST 18 & 18TH ST NW
WASHINGTON DC 20006

**Use:** Principal Residence

**Exempt:** NO

**Deed Reference:**

**Premises Address:** MUDDY BRANCH RD
0-0000

**Legal Description:** CIVIL CASE 8378 WICK
HAMS GOOD WILL

**Map:** FS32 **Grid:** 0000 **Parcel:** P322

**Neighborhood:** 9070201.16 **Subdivision:** 0201

**Section:** **Block:** **Lot:**

**Assessment Year:** 2018 **Plat No:** Plat Ref:

**Town:** GAITHERSBURG

**Primary Structure Built** | **Above Grade Living Area** | **Finished Basement Area** | **Property Land Area** | **County Use**
--- | --- | --- | --- | ---

13.7100 AC | 675

**Stories** | **Basement** | **Type** | **Exterior** | **Quality** | **Full/Half Bath** | **Garage** | **Last Notice of Major Improvements**
--- | --- | --- | --- | --- | --- | --- | ---

<table>
<thead>
<tr>
<th><strong>Base Value</strong></th>
<th><strong>Value</strong></th>
<th><strong>Phase-in Assessments</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land:</strong> 2,193,600</td>
<td>2,193,600</td>
<td>2,193,600</td>
</tr>
<tr>
<td><strong>Improvements:</strong> 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total:</strong> 2,193,600</td>
<td>2,193,600</td>
<td>2,193,600</td>
</tr>
<tr>
<td><strong>Preferential Land:</strong> 0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Transfer Information**

**Seller:** | **Date:** | **Price:**
--- | --- | ---

**Type:** Deed1: | Deed2:

**Seller:** | **Date:** | **Price:**
--- | --- | ---

**Type:** Deed1: | Deed2:

**Seller:** | **Date:** | **Price:**
--- | --- | ---

**Type:** Deed1: | Deed2:

**Exemption Information**

**Partial Exempt Assessments:** | **Class** | **07/01/2019** | **07/01/2020**
--- | --- | --- | ---

**County:** 130 | 2,193,600.00 | 2,193,600.00 |

**State:** 130 | 2,193,600.00 | 2,193,600.00 |

**Municipal:** 130 | 2,193,600.00|2,193,600.00 | 2,193,600.00|2,193,600.00 |

**Special Tax Recapture: None**

**Homestead Application Information**

**Homestead Application Status:** No Application

**Homeowners' Tax Credit Application Information**

**Homeowners' Tax Credit Application Status:** No Application **Date:**

---
Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2020
ANNUAL BILL
TAX PERIOD 07/01/2020-06/30/2021

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>00821711</td>
<td>40071971</td>
<td>MUDY BRANCH RD</td>
<td>UNKNOWN</td>
<td>NOT A PRINCIPAL RESIDENCE</td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT
BLOCK
DISTRICT 09
SUB 201
CLASS R016

REFUSE AREA
REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE

<table>
<thead>
<tr>
<th>ASSESSMENT</th>
<th>RATE</th>
<th>TAX/CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12,589.20</td>
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</table>

<table>
<thead>
<tr>
<th>INTEREST</th>
<th>TOTAL AMOUNT</th>
<th>Amount Due by 1/31/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$524.55</td>
<td>$13,113.75</td>
</tr>
</tbody>
</table>

SELECT PAYMENT OPTION

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVIY YEAR  2019
ANNUAL BILL
TAX PERIOD 07/01/2019-06/30/2020

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTAGE</th>
<th>OCCUPANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>00821711</td>
<td>39072107</td>
<td>MUDDY BRANCH RD</td>
<td>UNKNOWN</td>
<td>NOT A PRINCIPAL RESIDENCE</td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION
CIVIL CASE 8375 WICK

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT

BLOCK

DISTRICT

09

SUB

201

CLASS

R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE

<table>
<thead>
<tr>
<th>ASSESSMENT</th>
<th>RATE</th>
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<tr>
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TOTAL

<table>
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<tr>
<th>ASSESSMENT</th>
<th>RATE</th>
<th>TAX/CHARGE</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>12,589.20</td>
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</tbody>
</table>

INTEREST

$3,042.39

TOTAL AMOUNT

$15,631.59

Amount Due by 1/31/2021

$15,631.59

SELECT PAYMENT OPTION

ELECTRONIC CHECK | CREDIT CARD | PHONE / MAIL | E CHECK History

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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# Montgomery County Property Tax

## Real Property Consolidated Tax Bill

**Levy Year:** 2018  
**Annual Bill**  
**Tax Period:** 07/01/2018-06/30/2019

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Bill No.</th>
<th>Property Address</th>
<th>Mortgage</th>
<th>Occupancy</th>
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</thead>
<tbody>
<tr>
<td>00821711</td>
<td>38072107</td>
<td>Muddy Branch Rd</td>
<td>unknown</td>
<td>Not A Principal Residence</td>
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</table>

**Property Description**  
Civil Case 8378 Wick

**United States America**  
C St 18 & 19th St NW Washington, DC 20006

<table>
<thead>
<tr>
<th>Tax Description</th>
<th>Assessment</th>
<th>Rate</th>
<th>Tax/Charge</th>
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</thead>
<tbody>
<tr>
<td>Gaithersburg Stormwater Fee</td>
<td>11,284.92</td>
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<td>11,284.92</td>
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<tr>
<td>TOTAL</td>
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<tr>
<td></td>
<td>11,284.92</td>
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</tbody>
</table>

**Interest**  
$4,984.18

**Total Amount**  
$16,269.10

Amount Due by 1/31/2021  
$16,269.10

**Select Payment Option**

| Electronic Check | Credit Card | Phone / Mail | E Check History |

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2017
ANNUAL BILL
TAX PERIOD 07/01/2017-06/30/2018

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
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</thead>
<tbody>
<tr>
<td>00821711</td>
<td>37072148</td>
<td>MUDDY BRANCH RD</td>
<td>UNKNOWN</td>
<td>NOT A PRINCIPAL RESIDENCE</td>
</tr>
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</table>

PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT

BLOCK

DISTRICT

09

SUB

201

CLASS

R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE

TOTAL

ASSESSMENT  RATE  TAX/CHARGE

10,216.80

INTEREST

TOTAL AMOUNT

$6,555.78

$16,772.58

Amount Due by 1/31/2021

$16,772.58

SELECT PAYMENT OPTION

ELECTRONIC CHECK  CREDIT CARD  PHONE / MAIL  E CHECK History

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REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2016
ANNUAL BILL
TAX PERIOD 07/01/2016-06/30/2017

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>00821711</td>
<td>36072235</td>
<td>Muddy Branch Rd</td>
<td>Unknown</td>
<td>Not a Principal Residence</td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT
BLOCK
DISTRICT 09
SUB 201
CLASS R016
REFUSE AREA

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE
TOTAL

ASSESSMENT | RATE     | TAX/CHARGE |
-------------|----------|------------|
8,661.84     |          | 8,661.84   |

INTEREST
TOTAL AMOUNT
Amount Due by 1/31/2021

$7,290.38   
$15,952.22
$15,952.22

SELECT PAYMENT OPTION

ELECTRONIC CHECK | CREDIT CARD | PHONE / MAIL | E CHECK HISTORY

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEY YEAR 2015
ANNUAL BILL
TAX PERIOD 07/01/2015-06/30/2016

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>00821711</td>
<td>35072290</td>
<td>MUDY BRANCH RD</td>
<td>UNKNOWN</td>
<td>NOT A PRINCIPAL RESIDENCE</td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT

BLOCK

DISTRICT 09

SUB 201

CLASS R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE
TOTAL

<table>
<thead>
<tr>
<th>ASSESSMENT</th>
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<th>TAX/CHARGE</th>
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</thead>
<tbody>
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<table>
<thead>
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<th>Amount Due by 1/31/2021</th>
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</thead>
<tbody>
<tr>
<td>$8,370.88</td>
<td>$16,406.92</td>
<td>$16,406.92</td>
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</table>

SELECT PAYMENT OPTION

| ELECTRONIC CHECK | CREDIT CARD | PHONE / MAIL | E CHECK History |

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REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2014
ANNUAL BILL
TAX PERIOD 07/01/2014-06/30/2015

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
</tr>
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<tbody>
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PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

<table>
<thead>
<tr>
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<td>GAITHERSBURG STORMWATER FEE</td>
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<td>TOTAL</td>
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INTEREST                      $384.03
TOTAL AMOUNT                  $693.31
Amount Due by 1/31/2021        $693.31

SELECT PAYMENT OPTION

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVI YEAR 2013
ANNUAL BILL
TAX PERIOD 07/01/2013-06/30/2014

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<tr>
<th>ACCOUNT NUMBER</th>
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PROPERTY DESCRIPTION
CIVIL CASE 8378

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INTEREST $445.88
TOTAL AMOUNT $755.16
Amount Due by 1/31/2021 $755.16

SELECT PAYMENT OPTION

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2012
ANNUAL BILL
TAX PERIOD 07/01/2012-06/30/2013

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LOT

BLOCK

DISTRICT

09

SUB

201

CLASS

R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION

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INTEREST

TOTAL AMOUNT

$817.01

Amount Due by 1/31/2021

$817.01

SELECT PAYMENT OPTION

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax

REAL PROPERTY CONSOLIDATED TAX BILL
LEVI YEAR 2011
ANNUAL BILL
TAX PERIOD 07/01/2011-06/30/2012
ACCOUNT NUMBER BILL NO. PROPERTY ADDRESS MORTGAGE OCCUPANCY
00821711 31072549 MUDY BRANCH RD UNKNOWN NOT A PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION
CIVIL CASE 8378

UNITED STATES AMERICA
C ST 18 & 19TH ST NW WASHINGTON, DC 20006

LOT
BLOCK
DISTRICT 09
SUB 201
CLASS R016
REFUSE AREA
REFUSE UNIT

TAX DESCRIPTION ASSESSMENT RATE TAX/CHARGE
WATER QUAL PROTECT CHG (NR) 241.04
TOTAL 241.04

INTEREST $443.91
TOTAL AMOUNT $684.95
Amount Due by 1/31/2021 $684.95

SELECT PAYMENT OPTION

ELECTRONIC CHECK CREDIT CARD PHONE / MAIL E CHECK History

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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United States of America

DISTRICT OF MARYLAND

I, WILFRED W. BUTSCHEKY, Clerk of the United States District Court for the District of MARYLAND, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgment on the Declaration of Taking and Exhibit A, which was entered and filed on the 15th day of June, 1954, in the therein entitled case of United States of America vs. 25.48 Acres of Land, more or less, Situated in Montgomery County, State of Maryland, and Thomas M. Garrett, et al., No. 7258 Civil Docket.

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at BALTIMORE, MARYLAND this 17th day of JUNE, A. D. 1954.

WILFRED W. BUTSCHEKY
Clerk.

By: [Signature] Deputy Clerk.

RECORDED IN JUDGMENT RECORD
LIBER C. K. W. NO. 104 FOLIO 269
ONE OF THE JUDGMENT RECORDS FOR MONTGOMERY COUNTY, MARYLAND.

TEST.

Clayton K. Wetherbe CLERK

Micro
Filmed
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,
Plaintiff,

VS.

25.48 ACRES OF LAND, MORE OR
LESS, SITUATE IN MONTGOMERY
COUNTY, STATE OF MARYLAND,
AND THOMAS M. GARRETT, ET AL.,
Defendants.

CIVIL NO. 245-B

JUDGMENT ON THE DECLARATION OF TAKING

This cause coming on for hearing upon motion of George Cochran
Bush, United States Attorney for the District of Maryland, and Walter E.
Black, Jr., Assistant United States Attorney, attorneys for the plaintiff
herein, to enter a judgment on the declaration of taking filed herein,
and upon consideration thereof and of the complaint and declaration of
taking filed herein and that statutes in such case made and provided,
and it appearing to the satisfaction of the Court:

FIRST, that the United States of America is entitled to
acquire property by condemnation under judicial process for the pur-
poses set forth and prayed in said complaint;

SECOND, that the declaration of taking filed herein contains
or has annexed thereto a statement of the authority under which and the
public use for which the lands hereinafter described are taken, a de-
scription of the said lands taken sufficient for the identification thereof,
a statement of the estate or interest taken for the said
public use, a plan showing the lands taken, and a statement of the
sum of money estimated by the Secretary of the Army to be just compensation for the estate taken in the total sum of $52,680.00 and that said amount has been deposited into the registry of the Court for the use and benefit of the persons entitled thereto;

THIRD, that the said declaration of taking filed herein contains a statement that the Secretary of the Army, the head of the acquiring agency, is of the opinion that the ultimate award of just compensation will be within the limits prescribed by Congress as the price to be paid therefor;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the fee simple title to Tracts A-100 and A-101, subject to existing easements for public roads and highways, public utilities, railroads and pipelines, be vested in the United States of America upon the filing of the said declaration of taking and depositing in the registry of this Court the amount of estimated just compensation, which lands are situate in Montgomery County, State of Maryland, and described in Exhibit "A" attached hereto and made a part hereof, and that said lands are deemed to be condemned and taken for the United States of America, and the right to just compensation for the property so taken is vested in the persons entitled thereto; and the amount of such just compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law, and

IT IS FURTHER ORDERED that a copy of this judgment on the declaration of taking be served upon each of the following persons, firms and corporations:

✓ Thomas M. Garrett
  Maryland Avenue
  Rockville, Maryland

✓ Otis E. Kent
  Kentland Farms
  P. O. Box 215
  Rockville, Maryland

✓ County of Montgomery

✓ State of Maryland

Filed
JUN 21 1954
AND this cause is held open for such further and other orders, judgments, and decrees as may be necessary in the premises.

Entered this 15th day of June, 1954, at Baltimore, Maryland.

[Signature]

United States District Judge
A certain tract or parcel of land situate in Montgomery County, Maryland, bounded and described as follows:

Beginning at a point in the westerly line of the Old Gaithersburg Road, said point being situated N. 26° 46' 10" E. 733.24 feet from the intersection of the said westerly line of the Old Gaithersburg Road with the northerly line of Highway No. 28; thence from the said point of beginning over and across land now or formerly of Thomas M. Garrett, the following courses and distances: (1) S. 77° 24' 50" W. 211.84 feet (2) N. 82° 28' 30" W. 320.76 feet (3) S. 41° 43' 50" W. 247.89 feet (4) N. 61° 33' 25" W. 146.47 feet (5) N. 12° 10' E. 663.14 feet (6) N. 55° 53' 10" E. 181.00 feet (7) N. 89° 03' 00" E. 253.00 feet (8) N. 99° 30' E. 387.49 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence S. 26° 46' 10" W. 103.00 feet along the said westerly line of the Old Gaithersburg Road to the point or place of beginning, containing 12.06 acres of land, more or less.

Being a part of the land described in a deed from Julius Newahl et ux to Alexander Garrett, dated 22 January 1883 and recorded among the Land Records of the State and County aforesaid in Deed Book B.P.F. S. page 903.

_Purported Owner:_ Thomas M. Garrett
Maryland Avenue
Rockville, Maryland

**Tract No. A-102**

A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows:

Beginning at a point in the westerly line of the Old Gaithersburg Road, said point being situated N. 11° 05' 50" W. 112.99 feet from the point of intersection of the boundary line between land now or formerly of Ignatius B. Ward estate and land now or formerly of Otis E. Kent with the said westerly line of the Old Gaithersburg Road; thence from the said point of beginning over and across the said Otis E. Kent land, the following courses and distances: (1) N. 83° 17' 14" W. 318.50 feet (2) N. 83° 17' 14" W. 410.00 feet (3) N. 83° 17' 15" W. 349.00 feet (4) S. 06° 42' 45" W. 193.00 feet (5) W. 83° 17' 16" W. 554.00 feet (6) N. 06° 42' 45" W. 189.00 feet (7) N. 83° 17' 15" W. 279.00 feet (8) N. 06° 42' 45" W. 415.00 feet (9) S. 83° 17' 15" W. 700.00 feet (10) S. 06° 42' 45" W. 311.00 feet (11) S. 83° 17' 15" W. 353.00 feet (12) N. 06° 42' 45" W. 192.64 feet (13) N. 86° 59' 30" E. 116.24 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence along the said westerly line of the Old Gaithersburg Road S. 11° 05' 50" E. 758.62 feet to the point or place of beginning, containing 13.42 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward et al to Otis E. Kent dated December 14, 1943, and recorded among the Land records of the State and County aforesaid in Deed Book 927, page 210.

_Purported Owner:_ Otis E. Kent
Kentland Farms
P. O. Box 215
Rockville, Maryland
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,
Plaintiff,

vs.

34.58 ACRES OF LAND, MORE OR
LESS, SITUATE IN MONTGOMERY
COUNTY, STATE OF MARYLAND,
ANDOTIS B. KENT, ET AL.,
Defendants.

JUDGMENT ON THE DECLARATION OF TAKING

This cause coming on for hearing upon motion of George
Cochran Dornb, United States Attorney for the District of Maryland,
and Walter E. Black, Jr., Assistant United States Attorney for
said District, attorneys for the plaintiff herein, to enter a judg-
ment on the declaration of taking filed herein, and upon considera-
tion thereof and of the complaint and declaration of taking filed
herein and the statutes in such case made and provided, and it
appearing to the satisfaction of the Court:

FIRST, that the United States of America is entitled to
acquire property by condemnation under judicial process for the pur-
poses set forth and prayed in said complaint;

SECOND, that the declaration of taking filed herein contains
or has annexed thereto a statement of the authority under which and
the public use for which the lands hereinafter described are taken, a
description of the said lands taken sufficient for the identification
thereof, a statement of the estate or interest taken for the said
public use, a plan showing the lands taken, and a statement of the
sum of money estimated by the Secretary of the Army to be just
compensation for the estate taken in the total sum of $1,335.00
and that said amount has been deposited into the registry of the
Court for the use and benefit of the persons entitled thereto;

THIRD, that the said declaration of taking filed herein con-
tains a statement that the Secretary of the Army, the head of the
acquiring agency, is of the opinion that the ultimate award of just
compensation will be within the limits prescribed by Congress as the
price to be paid therefor;

HOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECLARED that the
title to the said lands as set forth in Schedule "C" attached hereto
and made a part hereof be vested in the United States of America
upon the filing of the said declaration of taking and depositing in
the registry of this Court the amount of estimated just compensation,
which lands are situate in Montgomery County, State of Maryland,
and described in Schedule "A" attached hereto and made a part hereof,
and that said lands are deemed to be condemned and taken for the United
States of America, and the right to just compensation for the property
so taken is vested in the persons entitled thereto; and the amount
of such just compensation shall be ascertained and awarded in this
proceeding and established by judgment herein pursuant to law, and

IT IS FURTHER ORDERED that a copy of this judgment on the
declaration of taking be served upon each of the following persons,
firms and corporations:

Otis B. Kent
Kendall Farms
F. O. Box 215
Rockville, Maryland

County of Montgomery
State of Maryland
AND, this cause is held open for such further and other
orders, judgments, and decrees as may be necessary in the premises.
Entered this 21st day of July, 1955, at Baltimore, Maryland.

[Signature]
UNITED STATES DISTRICT JUDGE

FILLED
AUG 1 1955
TRACT NO. A-101-B-2

A certain tract of land 40 feet in width and approximately 415 feet in length situate in Montgomery County, State of Maryland, the center line of said tract of land being located and described as follows:

Beginning at a point on the line dividing the lands of Otis B. Kent and the lands of Ignatius B. Ward Estate, said point of beginning being located N 81° 43' 50" W 1386.51 feet measured along said line from its intersection with the western line of Old Gaithersburg Road; thence from the point of beginning and running over and across the lands of said Otis B. Kent (1) N 15° 13' 15" E 335.53 feet and (2) S 83° 17' 15" E 81.99 feet to the western boundary line of a tract of land of the United States of America designated as Tract A-101, more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954. Containing 0.38 of an acre of land, more or less.

NOTE: 0.38 of an acre of said tract also included and described in Tract A-101-B-4.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward, et al, to Otis B. Kent dated December 14, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner: Otis B. Kent

Address: Kentland Farms
          P.O. Box 215
          Rockville, Maryland

Estimated Compensation: $500.00

FILED
AUG 1, 1955
TRACT NO. A-101-2

A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows:

Beginning at the northerly end of the 6th line of a tract of land of the United States of America designated as Tract A-101 more particularly described in Civil Action No. 7458 filed in the United States District Court for the District of Maryland on June 15, 1954; thence from the said point of beginning, binding the said land of the United States of America S. 6° 42' 45" W. 70,00 feet to a point; thence over and across the lands of Otis B. Kent the following courses and distances: (1) N. 83° 17' 15" W. 179.00 feet, (2) N. 6° 42' 45" W. 70,00 feet, to the end of the 6th line of Tract A-101 aforesaid, thence binding on said tract S. 83° 17' 15" E. 179.00 feet to the point or place of beginning.

Containing 0.29 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward, et al, to Otis B. Kent, dated December 16, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner: Otis B. Kent

Address: Kentland Farms
         P. O. Box 215
         Rockville, Maryland.

Estimated Compensation: $60,000

FILED

AUG 1 1955
TRACT NO. A-101-2-4

A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows:

Beginning at a point in the boundary line between land now or formerly of the Ignatius B. Ward Estate and land now or formerly of Otis E. Kent, said point of beginning being situate N 81° 43' 50" W. 354.01 ft. from where said boundary line intersects the westerly line of the Old Gaithersburg Road; thence binding the aforesaid Ward land N 81° 43' 50" W. 1459.27 feet to a point; thence leaving the said boundary line and passing over and across the aforesaid Kent land the following courses and distances: (1) S. 6° 30' 50" E. 1302.69 feet, (2) S. 83° 29' 10" E., 1137.02 feet, (3) S. 57° 15' 50" W. 323.26 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence binding the westerly line of said road the following courses and distances: (1) S. 25° 54' 10" W. 61.33 feet, (2) S. 20° 35' 50" W. 215.49 feet, (3) S. 11° 05' 50" E. 142.10 feet to the easterly end of the 33rd line of a tract of land of the United States of America designated as Tract A-101 more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954; thence binding the said Tract A-101 the following courses and distances: (1) S. 66° 59' 30" W. 116.28 feet, (2) S. 69° 42' 45" W. 192.64 feet, (3) N. 83° 17' 15" N. 353.80 feet, (4) N. 6° 42' 45" E. 311.00 feet, (5) N. 83° 17' 15" E. 700.00 feet, (6) S. 6° 42' 45" W. 685.00 feet, (7) S. 83° 17' 15" E. 179.00 feet, (8) S. 6° 42' 45" W. 119.00 feet, (9) S. 83° 17' 15" E. 554.00 feet, (10) N. 6° 42' 45" E. 193.00 feet, (11) S. 83° 17' 15" E. 349.00 feet, (12) S. 6° 42' 45" N. 507.41 feet, to the point or place of beginning. Containing 33.60 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank B. Ward, et al, to Otis E. Kent dated December 14, 1943, and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner: Otis E. Kent

Address: Kentland Farms
P. O. Box 215
Rockville, Maryland

Estimated Compensation: $675.00

FILED

AUG 1 1955
A certain tract or parcel of land 20.00 feet in width situated in Montgomery County, State of Maryland, the center line of said tract of land being located and described as follows:

Beginning at a point in the 13th line of a tract of land of the United States of America, designated as Tract A-101, more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954, said point of beginning being situated S. 86° 59' 30" W. 91.38 feet from the point of intersection of the easterly 13th line of Tract A-101 with the westerly line of the Old Grethersburg Road; thence from said point of beginning over and across the lands of Otis E. Kent N. 18° 41' 50" W. 666.04 feet to the terminus thereof at Muddy Brook. Containing 0.31 of an acre of land, more or less.

NOTE: Southerly 0.26 of an acre of said tract also included and described in Tract A-101-B-4.

Being a part of the same land described in a deed from Frank S. Ward, et al, to Otis E. Kent dated 31 December, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner: Otis E. Kent
Address: Kentland Farms
P.O. Box 215
Rockville, Maryland.

Estimated Compensation: $100.00

The gross sum of money estimated by the acquiring agency to be just compensation for the estate hereby taken, inclusive of all rights set forth in the Declaration of Taking is Thirteen Hundred and Thirty-five Dollars ($1335.00)

FILLED
AUG 1955

SCHEDULE "A"
The estates taken for said public uses are as follows:

(a) Tract A-101-3: The fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines.

(b) Tract A-101-E-2: A perpetual and assignable easement and right of way for telephone and electric power lines and cables and water lines in, on, over, under and across said tract for the construction, maintenance, repair, operation and patrol of such facilities together with the right to trim, cut, fell and remove therefrom all trees, underbrush and obstructions, and any other vegetation, structures or obstacles within the limits of the right of way, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines; Reserving to the landowners, their heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.

(c) Tract A-101-E-4: A perpetual and assignable easement for the establishment, operation, maintenance and use of a safety area in, on, across and over said land, consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control, and the right of ingress and egress over and across said land for the purpose of exercising the other rights set forth herein; Reserving to the landowners, their heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.
(c) **Tract A-101-E-2:** A perpetual and assignable easement and right of way for a sewer pipe line, in, on, over, under and across said tract for the construction, maintenance, repair, operation and patrol of such facility, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines; Reserving to the landowners, their heirs, executors, administrators, successors and assigns such use, rights and privileges in said land as may be exercised and enjoyed without interference with or abridgment of the rights hereby taken.
United States of America

District of Maryland

I, WILFRED W. BUTHCHKY, Clerk of the United States District Court for the District of Maryland, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgement on Declaration of Taking and Schedules A and C, which were entered and filed on the 21st day of July, 1955 in the therein entitled case of United States of America vs. 34.58 Acres of Land, more or less, situate in Montgomery County, State of Maryland, Andoris B. Kent, et al., No. 8378 Civil Docket in said District Court,

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Baltimore, Maryland this 25th day of July, A.D. 1955

WILFRED W. BUTHCHKY
Clerk

FILED
AUG 1 1955

RECORDED IN JUDGMENT RECORD
LIBER C. K.W. NO. 104 FOLIO 281
ONE OF THE JUDGMENT RECORDS FOR MONTGOMERY COUNTY, MARYLAND.

TEST:
Clayton K. Wolf

By: Francis A. Figiel
Deputy Clerk.
1941) and recorded simultaneously herewith, to which record and reference herein made, reference is hereby made for a more full and complete description of said land and premises hereby intended to be conveyed.

Together with all and singular the buildings and improvements thereon, and the rights, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining.

And, I, the said Otis Beall Kent, do hereby covenant to warrant specially the lands and premises hereby intended to be conveyed, and further covenant to execute such other deeds or deeds and assurances that may be requisite.

Witness my hand and seal.

Witness: Anne F. Smith

(Internal Revenue $25.10)

Otis Beall Kent (Seal)

(State Tax $11.00)

State of Maryland, Montgomery County, ss:

I hereby certify that on this 33rd day of Dec., A.D., 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Otis Beall Kent, personally known to me, and did acknowledge the foregoing deed to be his act.

Witness my hand and Notarial Seal the day and year last hereinafter written.

Anne F. Smith

Notary Public

Montgomery County, Md.

At the request of Otis Beall Kent, the following deed was recorded

December 31st, A. D. 1943, at 10:37 o'clock A. M. to wit:

This deed, made this 14th day of December, 1943, by Frank S. Ward and Eva L. Ward, his wife, and by Porter G. Ward and Margaret S. Ward, his wife, witness:

That in consideration of Ten Dollars ($10.00), and other considerations to us in hand paid by Otis Beall Kent, the receipt of which is acknowledged, we, the said Frank S. Ward and Eva L. Ward, his wife, Porter G. Ward and Margaret S. Ward, his wife, do hereby grant and convey unto the said Otis Beall Kent all of the following tract of land, situate in Montgomery County, Maryland, and being more particularly described as follows, to wit: Reference being made to the deed from King to Ward, in Liber No. 642, folio 425; Land Records of said County:

Parcel No. 1: Parts of tracts of land called "Eckman's Good Will" and "Karm Hill" contained within the notes and bounds, courses and distances, following, to wit: Beginning for the same at a stone now planted at the end of 14.3 perches on the given line of Ignatius Fulks' whole land containing 250 acres according to a survey made by William Chiswell, County Surveyor, the 2nd day of June, A. D., 1840, said stone being also on the 27th line of said tract called "Karm Hill", and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Fulks to Sarah L. Bama for parts of said tract containing 76-1 acres of land and of record in Liber 8, V. B. No. 3, folio 121 at loc., on the land records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz: S 23° 12' E. 17.3 perches to a stump of a large banded oak tree; thence N 77° 49' E. 42.3 perches to a banded gum tree on the south bank of Waddy Branch; thence S 82° 25' E. 19.7 perches to a banded white oak tree (now dead); thence S
7° 8' E, 14.4 perches to where formerly stood a bounded red oak tree; thence S 72° 3' E 32 perches to a bounded black oak tree; thence S 50° 45' E 23.75 perches to a bounded white oak tree; thence leaving the outlines of said conveyance but still same course, S 58° 45' E 8.06 perches to a point in the center line of the public road leading from Gunterville to Hunting Hill and thence bounding in the center line of said road the 3 following courses and distances; S 24° 32' W 1.72 perches; S 22° 3' E 11.06 perches; S 12° 30' E 61.44 perches to intersect the 3rd line of Ignatius Fulks' whole land and thence with said line reversed, S 85° 17½ W 174.46 perches to a stone now planted at the end of the second line of said whole land and then still with said land reversed, S 24° 45' E 39 perches to a stone at the end of the 37th line of "Farm Hill"; still with said land and said line reversed S 75° 15' W 40 perches to a stone at the beginning of Ignatius Fulks' whole land and thence with the given line thereof reversed N 35° 45' E, 76 perches to the place of beginning, containing 88 acres of land.

Parcel No. 2: Beginning for the same at a stone heretofore planted at the end of 23.56 perches on the given line of what was formerly Ignatius Fulks' whole tract and running thence S 27° 30' E, 16.7 perches to a bounded white oak; N 69° E, 47 perches to a gum tree; N 26° E, 19.5 perches to a white oak; N 81° E 24 perches to a red oak; S 75° 15½ E 32 perches to a black oak; S 69° E, 26 perches to a white oak; N 52° 45' E 42 perches to a white oak; N 61° 15½ E 17½ perches to a white oak; N 40° 30' E 30 perches to a stone; S 75° 40' E 17½ perches to a stone; N 86° 20' E 10.8 perches to a stone; S 81° 10' E 19 perches to a stone; N 81° 20' E 22 perches to a stone heretofore planted at the end of the 11th line of the original tract of Ignatius Fulks' land containing 250 acres; then with said line N 35° 50' E 26 perches to a stone; S 69° W 58 perches to a stone; S 60° 30' W 60 perches to a stone; N 56° 45' W 9.36 perches to a stone; S 62° W 3.45 perches to a stone; N 59° W 2.61 perches to a stone; S 89° W 23.5 perches to a stone; N 65° W 40' W 7 perches to a stone; S 7° E 2.45 perches to a stone; N 66° 6' W 60.76 perches to a stone; N 60° W 20 perches to a stone; N 75° 45' E 32 perches to a stone; N 57° 30' W 22.2 perches to a stone; S 59° 30' W 13.12 perches to a stone; N 86° W 18 perches to a stone; S 35° 45' W 53 perches to a stake; S 39° W 5.5 perches to a stake; S 86° W 31.5 perches to a corner of what was formerly John Briggs' and Leo Crow's land; then with said lines E 79° 7 perches; S 79° E 20 perches; S 39° W 23.5 perches to the place of beginning, containing 76½ acres of land, more or less, excepting from the lands hereby conveyed as Parcel No. 2 hereof, that portion thereof which was conveyed unto John W. Briggs and Mary C. Briggs by William R. Fulks by deed dated December 18th, 1893, for 21.92 acres of land and recorded in Liber J. A. 40, at folio 465 of the Land Records of Montgomery County, which is described as follows, to wit:

Beginning at a stone heretofore planted at the end of the 10th line of a conveyance from Henry W. Mosburg and wife to William R. Fulks for 76 acres and 2 acres of land, more or less, by deed dated the 11th day of April, 1866 and recorded in Liber E. B. P. No. 5, folio 108, etc., one of the Land Records of said county and running thence with said conveyance S 85° E 58 perches to a stone; S 3° 30' W 36 perches to a stone; S 81° 20' W 21 perches to a stone; N 81° 10' E 19 perches to a stone; S 86° 20' W 10.8 perches to a stone; S 73° 60' W 17.5 perches to a stone; then N 60° 20' W 37 perches to a bounded W. O. at the end of the 6th line of the aforesaid conveyance; thence with said line reversed S 60° 45' W 17.5 perches to a bounded white oak tree; thence leaving said conveyance and S 70° 30' W 5.08 perches to a white oak tree; thence N 5° 15' E 17.64 perches to a stake on the east side of the public road leading from the Barnstown Road to Ward's store to Gunterville; thence with said road N 7° E 18 perches to a stake three feet north of a marked black oak standing on the west side of said road; thence, with a line of John W. Briggs' land N 60° 30' E 56.86 perches to the beginning, containing 21.92 acres of land, more or less.

Together with the buildings and improvements thereon and the rights, relics, ways, waters and appurtenances thereunto belonging or in anywise thereto appertaining.
To Have and to Hold said lands and premises unto the said Otis Benll Kent, his heirs and assigns, in fee simple forever.

And the said grantees hereby covenant to warrant specially the lands hereby conveyed and to execute such other and further Deed or Deeds as may be necessary to better convey the same.

Witness our hands and seals.

Witness: Beatrice Stearn
as to F. B. W.

Anne Yearley
as to E. L. W.

Beatrice Stearn
as to F. G. Ward and M. E. W.

[Internal Revenue $12.55]
[State Tax $11.50]

State of Maryland, Montgomery County, to wit:
I hereby certify that on this 14th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Frank S. Ward, Porter G. Ward and Margaret S. Ward, his wife, and did acknowledge the foregoing Deed to be her act.

Paul F. Wire
Notary Public
Montgomery Co., Maryland.

State of Maryland, Montgomery County, to wit:
I hereby certify that on this 25th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Eva L. Ward, and acknowledged the foregoing Deed to be her act.

Anne Yearley
Notary Public
in and for Montgomery County, State of Maryland.

At the request of Loughborough Development Corporation, the following Deed of Release was recorded December 31st, A. D. 1949, at 2:21 o'clock P. M. to wit:

Know all men by these Presents, That J. Willey Jacobs, Surviving Trustee under a certain Deed of Trust from Loughborough Development Corporation, a Delaware corporation, dated January 23rd, 1928, and recorded January 23rd, 1928, in Liber 449 folio 744 at sec. of the Land Records of the District of Columbia, in consideration of One Dollar current money to him in hand paid by said Loughborough Development Corporation, receipt whereof, before the delivery of these presents, is hereby acknowledged, hath granted, released, and conveyed, and doth hereby grant, release, quit-claim, and convey unto the said Loughborough Development Corporation, its successors and assigns, the following described land and premises situate, lying and being in Montgomery county, Maryland, and distinguished as

Beginning for the same at the end of the fourth line of a conveyance
Edna Howes  
Assignee

(State of Maryland, City of Baltimore, to wit-

I hereby certify that on this 25th day of September, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas W. Harrington, Assignee, as hereinafore mentioned, the Grantor named in the aforesaid Deed, and did acknowledge said deed to be his act and deed as such Assignee.

In Testimony Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

Edna Howes  
Notary Public
Montgomery County, Md.

[Exhibit]

EXAMINED

At the request of Frank S. Ward and Porter S. Ward, the following Deed was recorded October 5th, A. D. 1936, at 11:00 o'clock, A. M., as follows:

DEED

This Deed, Made this 2nd day of October, nineteen hundred and thirty-six, by William Lasson King and Cordella Elizabeth King, his wife, aforesaid;

That for and in consideration of the sum of ten dollars ($10.00) and other considerations to us in hand paid by Frank S. Ward and Porter S. Ward, the receipt of which is acknowledged, we, the said William Lasson King and Cordella Elizabeth King, his wife, do hereby grant and convey unto the said Frank S. Ward and Porter S. Ward all of the following described tract of land situate, lying and being in Montgomery County, Maryland, and comprising the certain tracts of land, more particularly described as follows, to wit:

1. Part of tract of land called "Ermans Good Hill" and "Ermans Hill" contained within the metes and bounds, courses and distances following, to wit: beginning for the same at a stone now planted at the end of 24.3 perches on the given line of Ignatius Folks' whole land containing 250 acres according to a survey made by William Chase, County Surveyor, the 2nd day of June, A. D. 1840, said stone being also on the 37th line of said tract called "Ermans Hill" and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Folks to Sarah L. Saunders for parts of said tracts containing 761 acres of land and of record in Liber S. T. S. No. 3, Folio 121 at seq., one of the Land Records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz.: S. 23° 12' E., 17.3 perches to the stump of a large bounded white oak tree; thence S. 77° 49' E., 42.1 perches to a bounded sump tree on the South bank of Muddy Branch; thence S. 82° 25' E., 19.7 perches to a bounded white oak tree (now dead); thence S. 75° 31' E., 44.4 perches to where formerly stood a bounded red oak tree; thence S. 73° 3' E., 32 perches to a bounded black oak tree; thence S. 56° 48' E.,
25.75 perches to a bounded white oak tree; then leaving the outlines of said conveyance but still same course, S 58° 48' E, 8.06 perches to a point in the center line of the public road leading from Gathersburg to Hunting Hill and thence bounding in the center line of said road the 3 following courses and distances, S 24° 22' W, 3.72 perches; S 22° 8' E, 13.06 perches; S 12° 38' E, 61.4 perches to intersect the 3rd line of Ignatius Fulks' whole land and thence with said line reversed, N 83° 17' E, 171.46 perches to a stone now planted at the end of the 2nd line of said whole land and then still with said land reversed, N 24° 45' E, 39 perches to a stone at the end of the 37th line of "Hunt Hill" still with said land and said tract reversed N 74° 15' E, 43 perches to a stone at the beginning of Ignatius Fulks' whole land and thence with the given line thereof reversed N 35° 45' E, 78 perches to the place of beginning, containing 83 acres of land.

Parcel No. 2. Beginning for the same at a stone heretofore planted at the end of 23.66 perches on the given line of what was formerly Ignatius Fulks' whole tract and running thence S 27° 30' W, 16.5 perches to a bounded white oak; N 69° E, 42 perches to a gum tree; S 86° E, 19.5 perches to a white oak; S 61° E, 14 perches to a red oak; S 77° 15' E, 32 perches to a black oak; S 63° E, 26 perches to a white oak; N 52° 45' E, 42 perches to a white oak; N 61° 15' E, 17 perches to a white oak; N 49° 29' E, 33 perches to a stone; S 73° 40' E, 17° perches to a stone; S 86° 20' E, 10.8 perches to a stone; S 31° 19' W, 19 perches to a stone; N 81° 20' E, 21 perches to a stone hereabove planted at the end of the 16th line of the original tract of Ignatius Fulks' land containing 250 acres; then with said line N 3° 50' E, 36 perches to a stone; S 85° E, 58 perches to a stone; S 65° 30' W, 60 perches to a stone; N 56° 45' W, 9.36 perches to a stone; S 62° W, 3.51 perches to a stone; N 59° W, 2.61 perches to a stone; S 8° W, 23.5 perches to a stone; N 61° 40' W, 7 perches to a stone; S 7° E, 2.48 perches to a stone; N 66° 6' N, 69.75 perches to a stone; N 49° W, 20 perches to a stone; N 75° 45' E, 30 perches to a stake; N 67° 39' W, 22.2 perches to a stone; N 59° 30' W, 13.12 perches to a stone; S 86° E, 18 perches to a stake; S 35° 45' W, 53 perches to a stake; S 39° W, 5.5 perches to a stake; S 86° W, 31.5 perches to a corner of what was formerly John Briggs' and Leo Crowns' land; then with said Crowns' lines S 7° E, 7 perches; S 7° E, 20 perches; S 33° W, 23.56 perches to the place of beginning, containing 76 acres of land, more or less, excepting from the lands hereby conveyed as Parcel No. 2 hereof, that portion thereof which was conveyed unto John W. Briggs and Mary C. Briggs, by William R. Fulks by deed dated 18th, 1893, for 21.92 acres of land and recorded in Liber J. A. 49 at folio 465 of the Land Records of Montgomery County, which is described as follows to wit:

Beginning at a stone heretofore planted at the end of the 10th line of a conveyance from Henry W. Mossburg and wife to William R. Fulks for 78 acres and 2 rods of land, more or less, by deed dated the 14th day of April, 1868 and recorded in Liber B. B. P. No. 5, folio 198 etc. one of the Land Records of said County and running thence with said conveyance N 85° E, 58 perches to a stone; S 5° 50' N, 36 perches to a stone; S 81° 20' W, 21 perches to a stone; S 81° 10' W, 19 perches to a stone; S 86° 20' W, 10.3 perches to a stone; S 70° 40' W, 17.5 perches to a stone; then S 40° 20' W, 37 perches to a bounded W. O. at the end of the 8th line of the aforesaid conveyance; thence with said line reversed S 62° 45' W, 17.5 perches to a bounded white oak; thence leaving said conveyance and S 70° 30' E, 5.08 perches to a white oak; thence N 6° 15' W, 17.04 perches to a stake on the East side of the public
road leading from the Darnestown Road at Ward's store to Gaithersburg; thence with said road
N 79° E, 18 perches to a stake three feet north of a marked black oak standing on the west
side of said road; thence with a line of John W. Briggs' land N 60° 30' E, 56.88 perches
to the beginning, containing 21.92 acres of land, more or less.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, and appurtenances thereunto belonging or in anywise thereto appertaining.

To have and to hold the same unto the said Frank S. Ward and Porter
J. Ward, as tenants in common, their heirs and assigns, in fee simple forever.

And the said grantees hereby covenant to warrant specially the
lands and premises hereby conveyed and to execute such other or further deeds or deeds as may
be necessary the better to convey the same.

Witness our hands and seals.

Witness:

William Lawson King (seal)
Edna Howes
Cordella Elizabeth King (seal)

(State of Maryland, Montgomery County, to wit:

I hereby certify that on this 2nd day of October, nineteen hundred
and thirty-six, before the subscriber, a Notary Public of the State of Maryland, in and for
Montgomery County, personally appeared William Lawson King and Cordella Elizabeth King, his
wife, and did each acknowledge the foregoing deed to be their respective act.

Edna Howes
Edna Howes
Notary Public
Notary Public
Montgomery
County, Md.

At the request of Anna R. Griffith, the following deed was recorded
October 9th, A. D. 1936, at 1:12 o'clock, P. M., to wit:

This deed, made this 1st day of October, in the year of our Lord

one thousand nine hundred and thirty-six, by and between Royal R. Carlock and Anna R. Carlock,
his wife, parties of the first part, and Anna R. Griffith, party of the second part:

Witnesseth, that the consideration of ten ($10) dollars, lawful
money of the United States to them in hand paid before the sealing and delivery of these
present deeds, the said parties of the first part do grant and convey unto Anna R. Griffith, party
of the second part, her heirs and assigns, in fee simple, all those pieces or parcels of
ground situate, lying and being in Montgomery County, State of Maryland, and being described
as follows, to wit:

Lots numbered Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20)
and Twenty-one (21) in Block numbered Nine (9) in a subdivision known as "Brookmont" as per
plat recorded in Plat Book No. 4, plat 305, one of the Land Records for said Montgomery
County.

Subject to agreement of lease between the parties hereto of the
At the request of William Lawson King, the following deed was
recorded October 5th, A. D. 1936, at 11:45 o'clock, P. M., to wit:

This Deed, made this 25th day of September, in the year nineteen
hundred and thirty-six, by Thomas M. Harrington, Assignee, as hereinafter set forth.

Whereas, by virtue of the power contained in a mortgage from
Thomas I. Fulks and Fannie L. Fulks, his wife, dated September 1, 1936, and recorded among
the Land Records of Montgomery County, Maryland, in Liber C. R. No. 585, folio 196,
duly assigned to the said Thomas M. Harrington for the purpose of foreclosure and collection,
default having occurred therein and both the Federal Farm Mortgage Corporation, owner of
said mortgage and the debt secured thereby, and Thomas M. Harrington, assignee as aforesaid
having elected that the whole indebtedness shall be immediately due, the said Assignee,
after having given bond with surety for the faithful performance of his trust and complied
with all the prerequisites of law and of said mortgage, did attend in front of the Court House
door in Rockville, Montgomery County, Maryland, on Monday July 27, 1936, at 12:00 o'clock,
P.M. and did then and there sell at public auction to William Lawson King, Gaithersburg,
Maryland, the hereinafter described property at and for the sum of $15,731.00, being
then and there the highest and best bid therefor, which said sale has been duly reported
to and finally ratified and confirmed by the Circuit Court for Montgomery County, Maryland,
sitting in Equity, in the case of Thomas M. Harrington, Assignee of Mortgage v. Thomas I.
Fulks and Fannie L. Fulks, his wife, being case No. 7950 on the Chancery docket of said Court,
and the purchase money has been fully paid.

Now, Therefore, in consideration of the premises and of the sum of
$1,500, the receipt whereof is hereby acknowledged, the said Thomas M. Harrington, Assignee
as aforesaid, does hereby grant and convey unto the said William Lawson King, his heirs
and assigns, in fee simple, all that tract of land in the North Election District
Montgomery County, Maryland, being all and the same land acquired by the said Thomas I.
Fulks by two certain deeds, the first of said deeds being from Susannah Hoyes, widow, et al.,
dated September 8, 1902, and recorded among the aforesaid Land Records in Liber T. D. No. 22,
folio 594, the other of said deeds being from Ignatius Thomas Fulks, widower, dated July 25,
1919, and recorded among said Land Records in Liber P. E. R. No. 282, folio 294. Reference
is hereby made to the above mentioned deeds and to a mortgage recorded among the aforesaid
Land Records in Liber C. R. No. 585, folio 190 for a more particular description
of the property hereby conveyed.

Together with all buildings and improvements thereon, being and
erected and all rights, ways, waters, securities, privileges, appurtenances, and advantages
thereunto belonging or in anywise appertaining.

To have and to hold the premises above described and hereby
collected as and for the use of the said William Lawson King, his heirs and assigns, in fee simple, subject,
however, to the legal operation and effect of a prior mortgage from Thomas I. Fulks and Fannie
L. Fulks, his wife, to Federal Land Bank of Baltimore, dated September 1, 1934, and
recorded among the aforesaid Land Records in Liber C. R. No. 585, folio 190.

Witness the hand and seal of the said Grantor the day and year
first above written.

Witness:

Thomas M. Harrington
(Seal)
Edna Howes
Assignee

(State of Maryland, City of Baltimore, to wit:)

I hereby certify that on this 25th day of September, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, Assignee, as hereinbefore mentioned, the Grantor named in the foregoing Deed, and did acknowledge said deed to be his act and deed as such Assignee.

In Testimony Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

Edna Howes
Notary Public
Montgomery County, Md.

Examined
At the request of Frank S. Ward and Porter G. Ward, the following Deed was recorded October 5th, A. D. 1936, at 11:20 a.m., P. M., to wit:

DEED

This Deed, made this 2nd day of October, nineteen hundred and thirty-six, by William Lasson King and Cordelia Elizabeth King, his wife, as follows:

That for and in consideration of the sum of ten dollars ($10.00) and other considerations to us in hand paid by Frank S. Ward and Porter G. Ward, the receipt of which is acknowledged, we, the said William Lasson King and Cordelia Elizabeth King, his wife, do hereby grant and convey unto the said Frank S. Ward and Porter G. Ward all of the following described tract of land situate, lying and being in Montgomery County, Maryland, and comprising the certain tracts of land, more particularly described as follows, to wit:

Parcel No. 1. Parts of tracts of land called "Fairham's Good Hill" and "Earn Hill" contained within the metes and bounds, courses and distances following, to wit: beginning on the same at a stone now planted at the end of 24.3 perches on the given line of Ignatius Polts' whole land containing 259 acres according to a survey made by William Chiswell, County Surveyor, the 2nd day of June, A. D. 1840, said stone being also on the 37th line of said tract called "Earn Hill" and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Polts to Sarah L. Saunders for parts of said tracts containing 76.7 acres of land and of record in Liber S. T. S. No. 3, folio 121 at sec., one of the Land Records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz.: 2 23° 12' E, 17.3 perches to the stump of a large bounded white oak tree; thence 3 77° 49' E, 42.1 perches to a bounded sun tree on the South bank of Muddy Branch; thence 3 52° 25' E, 19.7 perches to a bounded white oak tree (now dead); thence 3 79° 31' E, 14.4 perches to where formerly stood a bounded red oak tree; thence 3 79° 31' E, 32 perches to a bounded black oak tree; thence 3 58° 48' E,
EXAMINED

EXAMINED

WASHINGTON, being the
year eight

State of Maryland:

WITNESSES, that for and in consideration of the natural love and affection
which I bear to my son Thomas J. Pulks, and of the further consideration of the
sum of ten dollars, cash in hand said, and of the further consideration of the
annual rent charge upon the lands hereinafter conveyed, which is hereby reserved,
and which said rent charge the said Thomas J. Pulks, for himself, his heirs and
assigns, and as a part of the consideration of this deed, hereby assumes, and
confronts and agrees to pay at the several times, and in the amounts following,
to-wit: to pay unto the said Ignatius Thomas Pulks, his personal representatives
or assigns, the annual rent of seven hundred and twenty dollars, in equal
quarterly instalments of one hundred and eighty dollars each, said payments to be
made upon the first day of July, October, January and April, of this and each
and every year hereafter, for and during the term of the natural life of the said
Ignatius Thomas Pulks, and also in like manner to pay the pro rata sum of money
which may be earned hereunder for that portion of the last quarter, or the quarter
in which the said Ignatius Thomas Pulks may depart this life, said last mentioned
payment to be made unto the personal representatives of the said Ignatius Thomas
Pulks, and upon said last mentioned payment being made the said rent charge to
cease and expire, I, the said Ignatius Thomas Pulks, do hereby grant, bargain, sell
and convey unto the said Thomas J. Pulks, of said Montgomery County, all those
five (5) several parcels of land which are comprised of all said tracts, parts of
tracts, pieces or parcels of land attual, lying and being in said Montgomery
County, in the State of Maryland, and which are described as follows, to-wit:

Parcel numbered one (1) being all that part of a tract or tracts of land call
ed "Nicksham Good Hill", "Farm Hill", or by whatever name or names the same may
be known or called, containing eighty-eight (88) acres of land, more or less, and
being the same land which was conveyed unto the said Ignatius Thomas Pulks by
William E. Pulks and Mary E. Pulks, by deed dated the twelfth day of September, in
the year nineteen hundred and eight, and of record in Liber No. 200, folio 304,
one of the Land records of said Montgomery County.

Parcel numbered two (2) being all that part of a tract or tracts of land
called "Nicksham Good Hill", "Farm Hill" or by whatever name or names the same
may be known or called, containing fifty-four and fifty-eight one-hundredth
(54.58) acres of land, more or less, and being the same land which was first dis-
cribed in a deed from William E. Pulks and others, heirs of law of William E.
Pulks, to the said Ignatius Thomas Pulks, of date the second day of February, in
the year nineteen hundred and eighteen, and of record in Liber No. 270, folio 40,
one of the Land Records of said Montgomery County:

Parcel numbered three (3) being all those two lots of land known as and
being all of lots numbered one (1) and two (2), in block numbered one (1), on the plat of
the ground of the Washington Grove Camp Meeting Association of the District of Columbia, and
being the same land which was conveyed unto the said Ignatius Thomas Falls by the said
Washington Grove Camp Meeting Association, by lease dated the twenty-eighth day of April, in the
year eighteen hundred and ninety-seven, and of record in Liber T.D. No. 2, folio 37, one of the
Land Records of said Montgomery County:

Parcel numbered four (4) consisting of two lots of land which are described as
follows, to-wit: the first lot being all that part of a tract of land called "Zoar" or by
whatever name or names the same may be known or called, situate on the east side of Chestnut
Street, in the town of Gaithersburg, and containing one (1) rod and eleven and two-tenths (11.2)
square perches of land, more or less; and being the same land which was conveyed unto the said
Ignatius Thomas Falls by Henry G. Ward, and wife, by deed dated the tenth day of January, in the
year eighteen hundred and eighty-six, and of record in Liber E.E.P. No. 1b, folio 200, one of
the Land Records of said Montgomery County.

The second lot being all that part of a tract or tracts of land called "Robertson's
Delight", "Valentine's Garden" or by whatever name or names the same may be known or called, con-
taining nine (9) square perches of land, more or less, adjoining on the north the last above
described lot, and being the same land which was conveyed unto the said Ignatius Thomas Falls by
Eli M. Hurley and wife, by deed dated the twenty-fourth day of April, in the year eighteen
hundred and seventy-six, and of record in Liber E.E.P. No. 1b, folio 12, one of the Land
Records of said Montgomery County.

Parcel numbered five (5) being the undivided one-third (1/3) interest (the other un-
divided one-third interest being conveyed unto Charles Algernon Falls) in and to all that part of
a tract of land called "Summit Hall", or by whatever name or names the same may be known or
called, situate on the west side of Summit Avenue in the town of Gaithersburg, which is contained
within the metes and bounds, courses and distances following, to-wit:

Beginning at a point on the second line of a tract of land called "Deer Park" bearing North thirteen
degrees and thirty-eight minutes east sixty-three and five-tenths (63.5) feet from the beginning of
the land described as the second part in a deed from John T. DeSalle to the said Ignatius
Thomas Falls, dated the first day of January, in the year eighteen hundred and eighty-six, and
of record in Liber J.J. No. 1, folio 221, one of the Land Records of said Montgomery County,
and running thence with the said second line of "Deer Park" and with the first line of said
second part of said deed, North thirteen degrees and thirty-eight minutes east, five hundred
and eighty-six and four-tenths (868.4) feet to the limit line of the Baltimore and Ohio Railroad;
thence on said limit line, North eighty-three degrees and twenty-eight minutes west, four hun-
dred and sixty (460.6) feet to the lines of the land conveyed by the said Ignatius Thomas Falls to
said Baltimore and Ohio Railroad Company by deed dated the tenth day of January, in the year nine-
hundred and sixty-six, and of record in Liber No. 164, folio 451, one of the Land Records of
said Montgomery County; thence with the lines of said deed, South sixty-three degrees and forty-
two minutes West, three hundred and three and five-tenths (303.5) feet to an iron rail; South
six degrees and thirty-two minutes West, one hundred and twenty-three and two-tenths (123.2)
feet to an iron rail; North eighty-three degrees and twenty-eight minutes West, fifty-six and six-
tenths (56.6) feet; South six degrees and thirty-two minutes West, three hundred and sixty-one and
seven-tenth (961.7) feet to an iron rail on the side of the Frederick Road; and on
the fifth line of said second part of said deed from DeLauter to Folk; thence with
said deed and said road, South thirty-seven degrees and eighteen minutes East,
ninety-five and seven-tenth (957.7) feet to a stone at the end of said line; and the
beginning of the second line of the second part of a deed from George B. Harrington
to Ignatius Thomas Fulks, of date the seventeenth day of April, in the year nineteen
hundred and fourteen, and of record in Liber No. 292, folio 40, one of the Land
Records of said Montgomery County; thence with said second line, South thirty-
eight degrees and eighteen minutes East, six and ninety-seven one-hundredth (6.97)
feet; thence to include a portion of said second part of said last mentioned deed,
North fifty-five degrees and forty-one minutes East, one hundred and twenty-three and
seven-tenth (123.7) feet; North eighty-nine degrees and twelve minutes East, one
hundred and twenty-four and fourteen-tenths (124.14) feet to the north-west corner of a
part of said land formerly known as Summit Avenue, as conveyed unto Rosa Blanche Severance;
thence with said part, North eighty-nine degrees and twelve minutes East, three
hundred and fifty and five-tenth (350.5) feet to the place of beginning.

Containing eight and ninety-six one-hundredth (8.96) acres more or
less:

And being all of the land described as the second part in a deed from
John T. DeLauter to the said Ignatius Thomas Fulks, of date the first day of
January, in the year eighteen hundred and eighty-six and of record in said Liber
J. A. No. 1, folio 221, one of the Land Records of said Montgomery County;

Except that part thereof which was conveyed unto the Baltimore and
Ohio Railroad Company by the said Ignatius Thomas Fulks and wife by deed dated the
twenty-second day of June, in the year eighteen hundred and eighty-eight, and of
record in Liber S.B. P. No. 41, folio 325, one of the Land Records of said Montg-
gomery County;

And also except that part thereof which was conveyed unto said

Baltimore and Ohio Railroad Company by said Ignatius Thomas Fulks and wife by deed
dated the tenth day of January, in the year nineteen hundred and six, and of record
in Liber No. 186, folio 541, one of the Land Records of said Montgomery County;

And also except that part thereof, containing one-half (1/2) acre, being
the first part of Parcel numbered two (2), this day conveyed unto Rosa Blanche
Severance by said Ignatius Thomas Fulks;

And also except all that part thereof included within the lines of
Parcel numbered three (3) this day conveyed unto said Rosa Blanche Severance by
said Ignatius Thomas Fulks;

All reference being to the Land Records of said Montgomery County, to
which said deeds, and to those mentioned therein, reference is hereby made for a more
particular description of the several parcels of land intended to be hereby con-
veyed.

Together with all and singular the buildings and improvements upon
each and every of said tracts or parcels of land, and all the rights, seats, ways,
waters, privileges and appurtenances thereto, or to any part thereof, belonging or in any wise appertaining.

AND the said Ignatius Thomas Pulks, for himself, his heirs, personal representatives or assigns, covenants to execute and deliver any and all such other and further assurances as may be necessary the better to convey the same, or any part thereof.

AND the said Thomas I. Pulks, grauce as above, hereby accepts the foregoing grant and conveyance, and for himself, his heirs and assigns, hereby covenants and agrees to pay unto the said Ignatius Thomas Pulks, his personal representatives or assigns, the several sums of money or rental, as above set out, and at the several times above mentioned and set forth.

Witness our hands and seals.

13a Ignatius Thomas Pulks (Seal)

13b Thomas I. Pulks. (Seal)

Witness:

J. Forrest Walker.

STATE OF MARYLAND, MONTGOMERY COUNTY, TO-WIT:

I hereby certify that on this twenty-fifth day of July, in the year nineteen hundred and nineteen, before the Subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, duly commissioned and qualified, Personally appeared Ignatius Thomas Pulks and Thomas I. Pulks, and did each acknowledge the foregoing deed to be their respective act and deed, for the purposes therein set out.

In testimony whereof I hereunto set my hand and affix my notarial seal.

J. Forest Walker.
Notary Public, Md.
Montgomery Co., Md.

EXAMINED at the request of John A. ridgeway the following Deed was recorded July 31st A.D. 1919 at 11:51 o'clock A.M. to wit:

C. F. Dilworth
Oct. 10, 1919

THIS DEED, Made this seventeenth day of July in the year of our Lord one thousand nine hundred and nineteen by and between Evelyn Sherwood Brainard, unmarried, Florence Duma Grimseul and Caroline W. Grimseul, her husband, and Walter Cleveland Brainard and Alice Alameda Brainard, his wife, parties of the first part; and John A. Ridgeway, party of the second part.

FURTHER WHEREIN: That for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that piece, parcel or tract of ground and premises, situate, lying and being in Montgomery County, State of Maryland, particularly described as follows:

Lot Numbered Twenty-three (23) in Block Numbered Three (3), in the Subdivision known as
and delivery of these presents, are not encumbered by any mortgage, judgment or liensation or by any encumbrance whatever, of which the title of the said party of the second part hereby made or intended to be made, for the above described land and premises, can or may be claimed, charged, altered, or deducted in any way whatsoever.

And also that the said party of the first part has good rights, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid.

And also that they will warrant, assure and forever defend the said land and premises unto the said party of the second part, her heirs and assigns forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

In Witness Whereof, the said party of the first part have hereunto set their hands and sealed the day and year first above written.

Signed, sealed and delivered

Frank Holbert, Notary Public.

Witness: Frank Holbert.

Notary Public

State of New Jersey, County of Sussex

I hereby certify that on this 26th day of April, A. D. 1915, before me, a Notary Public in and for said County, personally appeared Frank P. Caysembled and Mary Elizabeth Fuller, and did each severally acknowledge the foregoing deed to be their act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal the day and year above written.

Frank Holbert,

Notary Public

My Commission expires June 5th, 1916.

At the request of the Chesapeake and Potomac Telephone Company of Baltimore City the following Right of Way was recorded May 6th, 1915 at 10:10 o'clock A. M., to wit:

Salisburx, Maryland, January 22nd, 1915.

RECEIVED from the Chesapeake and Potomac Telephone Company of Baltimore City, one dollar, for which I grant to the Company the right to construct, maintain and operate a telephone and telegraph line including the necessary poles, wires and guys along the highway known as Salisburx - Laytonville Road adjoining my property located in Election District No. in the Town of Salisburx, County of Montgomery, State of Maryland, and to trim the trees from time to time so that they shall not come in conflict with the wires.

$1.00

Signed /s/ Thomas I. Fuller, Seal.

Witness: Wm. B. Allen.

Approved
State of Maryland, Montgomery County, to wit:

I hereby certify that on this 17th day of March, in the year 1913, before me, the
subscribers, a Notary Public of the State of Maryland, duly commissioned and qualified
and residing in Gaithersburg, County aforesaid, personally appeared Thomas H. Parks
and acknowledged the foregoing to be his act.

Witness my hand and seal.

Frank B. Severance,
Notary Public,
Gaithersburg, Md.

At the request of the Chesapeake and Potomac Telephone Company of Baltimore City
the following right of way was recorded May 5th A. D. 1913 at 10.10 o'clock a.m.,
to wit:

No. 502

Leightonville, Maryland, January 24th 1913.

RECEIVED from the Chesapeake and Potomac Telephone Company of Baltimore City one
dollar for which I hereby grant to the Company the right to construct and maintain a
telephone and telegraph line including the necessary poles, wires and guys along the
highways known as the Gaithersburg - Leightonville Road adjoining my property located
in Election District No. 1, in the Town of .... County of Montgomery, State of Mary-
land, and to trim the trees from time to time so that they shall not in contact with
the wires.

$1.00

Witness: Wm. Reall
Approved

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 24th day of April, in the year 1913, before me,
the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified
and residing in Gaithersburg, County aforesaid, personally appeared Mary R. Dorey
and acknowledged the foregoing to be her act.

Witness my hand and seal.

Frank B. Severance,
Notary Public,
Gaithersburg, Md.

At the request of the Chesapeake and Potomac Telephone Company the following
right of way was recorded May 5th A. D. 1913 at 10.10 o'clock a.m., to wit:

No. 502

Leightonville, Maryland, January 24th 1913.

RECEIVED of the Chesapeake and Potomac Telephone Company of Baltimore City one
dollar for which I hereby grant to the Company its successors and assigns the right
to construct and maintain a telephone and telegraph line including the necessary poles,
wires and guys along the highways known as the Gaithersburg - Leightonville Road ad-
or the tenant desiring to vacate shall each give to the other thirty (30) days' notice.

Witness our hand and seals.

Frem
Francis H. Townsend Jr.

Har
Harry A. Hall

Washington Suburban Sanitary Commission

By T. Howard Pickett

Chairman

District of Columbia, D.C.

I hereby certify that on this 24th day of June, 1926, before me, the
sub
subscriber, a Notary Public, in and for the District aforesaid, personally appeared T.
Ho
Howard Pickett, Chairman of the Washington Suburban Sanitary Commission and acknowledged
the
foregoing lease to be the act and deed of the said The Washington Suburban Sanitary
Commission.

Witness my hand and Notarial Seal.

V. Eugenia Thomas

Notary Public, D.C.

District of
Columbia

At the request of Wash. Suburban Sanitary Comm. the following
Right of Way was recorded October 13th A.D. 1926, at 11:00 O'clock
P.M. to-wit:-

In consideration of the sum of One Dollar ($1.00), the receipt whereof
is hereby acknowledged Thomas I. Fulks and Charles A. Fulks and Ewora Fulks, his wife here-
by give and grant unto The Washington Suburban Sanitary Commission, the right to construct,
maintain and operate a Sewer along the following line:

Beginning at a point on the sixth or S 6° 38' W 361.7 foot line of the
fifth parcel of land described in a conveyance dated July 29, 1919 from Ignatius Thomas

Fulks to Thomas I. Fulks and recorded among the Land Records of Montgomery County, Mary-
land in Liber No. 282 at Folio 294 said beginning point being distant 114.66 feet from
the
the iron rail planted at the end of said sixth line and having for its coordinates North
911
91160.08 and West 55072.66 which coordinates together with all other coordinates bearings
and
and distances hereinafter used except other deed references are referred to the base
meridian of the Washington Suburban Sanitary District and running thence, S 46° 12' 59"
E 2
E 386.96 feet to a point having for its coordinates North 91231.22 and West 55925.24
at
at proposed manhole No. 1856, and thence S 82° 13' 09" E 116.78 feet to a point on the
first or N 13° 38' E 386.4 foot line of the aforesaid fifth parcel and having for
it a coordinates North 91242.75 and West 55411.62, said point being distant 129.33 feet
from
from the beginning of said first line and also 191.62 feet distant from the stone mentioned
in
in the aforesaid deed as being at the beginning of the land described as the second part
in a deed from John T. DeBellum to Ignatius T. Fox, dated January 1, 1886 and recorded in
the Montgomery County Land Records in Liber J. A. 1 at folio 381.

Together with the right of ingress and egress for the purpose of construction
said sewer and maintaining the same, said ingress and egress to be along the lines designated
herein or along such other lines on the property as the grantees may designate.

Witness their hands and seals.

Text.

C. Algerson Fulks
(Seal)

Evora Y. Fulks
(Seal)

Thomas I. Fulks
(Seal)

State of Maryland Montgomery County, ss:

I hereby certify, that on this 15th day of April in the year nineteen hundred
and Twenty-six, before me the subscriber a Notary Public, of the State of Maryland, in and for
Montgomery County, personally appeared C. Algerson Fulks, Evora Y. Fulks and Thomas I. Fulks and did
acknowledge the aforesaid deed to be their act and deed.

Witness my hand and official seal.

William F. Griffith
Notary Public
Gaithersburg
MD.

Deed of F. H. Townsend, Jr. Washington Suburban Sanitary Commission Check
$8744 of April 19, 1926, for $200.00.

C. Algerson Fulks

This is a supplement agreement between the Washington Suburban Sanitary
Commission and Charles A. Fulks and Thomas I. Fulks with the reference to acquiring a right
of way over the land of Charles A. Fulks and Thomas I. Fulks particularly mentioned and descried
in an agreement between said parties dated April 19th, 1926.

The Washington Suburban Sanitary Commission agrees to pay Charles A. Fulks and
Thomas I. Fulks a sum not to exceed fifty dollars ($50.00) in the event any trees over 4" in
diameter on the land mentioned in the aforesaid agreement are cut down and the wood to belong

To Charles A. Fulks and Thomas I. Fulks.

It is further agreed that the said Washington Suburban Sanitary Commission
will remove the land mentioned in the aforesaid agreement, all the superfluous dirt that
may be on the premises caused by construction of sewer on said land, within 12 months from the
date hereof.

The Washington Suburban Sanitary Commission,

Attest:

By Francis H. Townsend, Jr.

William F. Griffith

Thomas I. Fulks
(Seal)

C. Algerson Fulks
(Seal)
THIS AGREEMENT

WHEREAS, the Owner is owner of a certain parcel of real property (the "Property") located in Montgomery County, Maryland, secured by him by deed dated December 11, 1943, and recorded among the Land Records of said Montgomery County in Liber No. 927, Folio 826, and

WHEREAS, Pepco is desirous of installing its facilities on the Property, approximately one foot westerly of the easterly line of the Property, as shown on Pepco Drawing No. 8203135, dated August 29, 1956, a copy of which drawing has been supplied to the Owner,

NOW, THEREFORE, the parties hereto agree as follows:

1. In consideration of the sum of $10, the receipt of which is hereby acknowledged by the Owner, and the premises and agreements hereinafter made by Pepco, the Owner hereby grants unto Pepco the following rights:

   (i) to construct, operate, maintain and/or replace in, on, over and across the Property at approximately the location shown on said Pepco Drawing No. 8203135 the transmission and/or distribution facilities, including all necessary poles, wires, crossarms, guys, anchors and appurtenant fixtures, shown on said Pepco Drawing No. 8203135;

   (ii) to make such extensions as may from time to time be necessary from such facilities;

   (iii) to add, from time to time, wires, crossarms and related fixtures on the poles so installed;

   (iv) to permit the attachment of wires of any other company to such facilities;

   (v) to trim trees along the wires so installed so as to prevent damage to, and keep reasonable clearance around, said wires, with the further right to remove all trees that interfere with, or which in falling might damage, said wires.

2. Pepco agrees:

   (i) to indemnify and hold harmless the Owner against and from any and all claims or liability arising from injury to persons or damage to property caused by Pepco's negligent construction, operation or maintenance of its facilities installed hereunder.

   (ii) to adjust at its expense the location of its poles, wires, guys, anchors and other facilities in the event the Owner (a) installs new private driveways for access to the Property or (b) subdivides the Property and establishes street lines which are interfered with by the facilities so installed, provided, however, that the rights created hereunder shall apply with equal force to the facilities so relocated.
(iii) to restore and leave the ground in a condition equal to, or better than, the condition it was in immediately prior to Pepe commenceing its work on the Property.

3. Pepe's rights hereunder shall automatically cease and determine if it shall voluntarily remove all of its facilities from the Property.

4. This agreement shall be binding on, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF this agreement has been duly executed and delivered:

Witnesses:

[Signatures]

[Seal]

STATE OF Maryland
COUNTY OF Montgomery

1, 

ELBERT H. RICHARDSON

a Notary Public in and for the above County and State, do hereby certify that

Otis Blaisdell

is the person or persons to whom the above instrument was delivered for execution, and who executed the same in the presence of

[Signatures]

and the same to be his/her act and deed. My commission expires 05-01-89.

[Seal]

[Signature]
The Director of the National Bureau of Standards, United States of America (the "Director"), hereby grants to POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation having its principal office at 929 E Street, N. W., Washington 4, D. C. (the "Licensee");

A license, beginning upon the date hereof, for the construction, operation and maintenance of facilities consisting of an electric power substation and appurtenances (the "Facilities"), over, across, in and upon the following described tract of land (hereinafter sometimes called the "Substation Site") located in Gaithersburg Election District No. 9, Montgomery County, Maryland:

A tract of land 250 feet square, being a portion of the lands of the United States which are to be occupied by the National Bureau of Standards and being situate on, but not abutting, the southeasterly side of Maryland State Route No. 124, bounded and described as follows:

Beginning for the same at a concrete monument planted at the northeast corner of the hereindescribed tract of land, said point of beginning having Washington Suburban Sanitary Commission Coordinates N. 99° 6' 50" W 50,910.00 and being distant S. 18° 20' 22" E. 180.42 feet from Monument No. 49 planted on the easterly right-of-way line of said Route No. 124 and in the outline of the land so to be occupied by the National Bureau of Standards;

Thence, running through said land so to be occupied by the National Bureau of Standards, the following four courses and distances:

(1) Due East 250 feet to a concrete monument;
(2) Due South 250 feet to a concrete monument;
(3) Due West 250 feet to a concrete monument;
and
(4) Due North 250 feet to the place of beginning;

Containing 62,500 square feet of land;

All as shown on Exhibit A hereto;
b. A license and right-of-way, beginning upon the date hereof, for the construction, operation and maintenance of overhead and/or underground electric power and energy transmission and/or distribution facilities, including poles, towers, conduits, cables, wires, manholes, crossarms and related items of equipment (the "Facilities"), over, across, in and upon the following described tract of land (hereinafter sometimes called the "Right-of-Way Area") located in Gaithersburg Election District No. 9, Montgomery County, Maryland:

Beginning for the same at the beginning point of the Substation Site and running thence through said land so to be occupied by the National Bureau of Standards the following five courses and distances:

1.  Due South 250 feet along the west line of the Substation Site to the southwest corner thereof;

2.  Due West 306.63 feet to the easterly right-of-way line of said Route No. 124;

3.  N. 36° 30' 45" E. 159.48 feet along said easterly right-of-way line to a point of curve marked by Monument No. 48;

4.  202.21 feet along said easterly right-of-way line and along the arc of a curve to the left having a radius of 820 feet (chord bearing and length = N. 31° 36' 00" E. 201.69 feet);

5.  Thence, leaving said easterly right-of-way line, S. 65° 29' 58" E. 111.45 feet to the place of beginning;

All as shown on Exhibit A hereto; and

c. The rights of vehicular and pedestrian ingress to, and egress from, the Substation Site and the Right-of-Way Area at all times during the existence of the license granted by paragraphs a and b, above.

SAID license is granted subject to the following conditions:

1. The design, construction, and general arrangement of Licensee's Facilities, indicated on prints of drawings Nos.
160-S-2, Revision C, and 160-S-3, Revision G, attached hereto, operation, and maintenance, shall be in accordance with the best engineering practices, accomplished without cost or expense to the United States and in such manner as not to produce objectionable noise or to endanger personnel or property of the United States or obstruct travel on any road.

2. That the use and occupation of the Substation Site and the Right-of-Way Area hereunder shall be subject to such rules and regulations as the officer having immediate jurisdiction over the property of which they are a part ("Said Officer") may from time to time prescribe in order properly to protect the interest of the United States.

3. That the Licensee shall supervise the Facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by Said Officer to repair any defects. Upon completion of the installation of the Facilities and the making of any repairs thereto, the Substation Site or the Right-of-Way Area, as the case may be, shall (except as otherwise required by the nature of the Licensee's authorized installation) be restored immediately by the Licensee, at the Licensee's own expense, to the same condition as that in which it existed prior to the commencement of such work, to the satisfaction of Said Officer.

4. That any property of the United States damaged or destroyed by the Licensee incident to the use and occupation of the Substation Site or the Right-of-Way Area shall be promptly repaired or replaced by the Licensee to the satisfaction of Said Officer or, in lieu of such repair or replacement, the Licensee shall, if so required by Said Officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of such damage or destruction.
5. That the United States reserves to itself the right to construct, use and maintain electric transmission facilities across, over and/or under the surface of the Substation Site and the Right-of-Way Area, provided they do not create any unreasonable interference with the exercise by the Licensee of the rights herein granted to it.

6. That the Licensee shall permit the United States, in order for it to obtain 13.2 KV metered electric service, to furnish, install and maintain in the substation constructed by the Licensee on the Substation Site switchgear and associated facilities approximately as shown on the prints of drawings Nos. 160-S-1, Revision C, and 160-S-2, Revision G, which are attached hereto, which switchgear and associated facilities will be equipped to receive permanent bus duct connections (which will be furnished and installed by the Licensee) and conduits from each metering transformer unit to the metering instrument location.

7. That the United States shall not be responsible for damage to property or injuries to persons which may arise from or be incident to the use and occupation of the Substation Site or the Right-of-Way Area by the Licensee, and that the Licensee shall hold the United States harmless from any and all such claims.

8. That, so long as the license and rights-of-way hereby granted are in effect, the Licensee shall furnish through the Facilities to be installed on the Substation Site such electric service as may be required from time to time for Government purposes on the property of which the Substation Site is a part, provided that payment for all such service shall be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Licensee for similar service to others.

9. That the Licensee shall be permitted at its expense to provide the necessary equipment in the substation and right-of-way.
area to serve its other customers therefrom. In so doing, the
Licensee shall obtain approval for construction of facilities on
and adjacent to United States property not now in place or not
indicated on the prints of drawings Nos. 160-8-1, Revision C, and
160-8-2, Revision G, attached hereto and included as part of this
license.

10. That the Licensee shall not make any major alterations to
the Facilities, and shall not construct any temporary structure or
advertising sign on the Substation Site or the Right-of-Way Area,
without the prior written consent of Said Officer.

11. That the license and rights-of-way hereby granted may be
terminated by the United States upon twelve months' written notice
to the Licensee (i) if the United States shall determine that said
license and rights-of-way interfere with the use or disposal by the
United States of all or any portion of the property on which the
Substation Site is a part, (ii) for failure, neglect or refusal by
the Licensee fully and promptly to comply with any and all of the
conditions of this license, (iii) for non-use for a two-year period,
or (iv) for abandonment.

12. That upon the termination of this license, the Licensee shall,
without expense to the United States, remove the Facilities and
restore the Substation Site and the Right-of-Way Area to a condition
satisfactory to Said Officer. In the event the Licensee shall fail,
neglect or refuse to remove the Facilities and so restore the premises,
the United States may remove the Facilities and perform the restoration
work as aforesaid at the expense of the Licensee, and in no event shall
the Licensee have any claim for damages against the United States, or
its officers or agents, on account of the removal of the Facilities.

13. That the provisions and conditions of this instrument shall
extend to and be binding upon, and shall inure to the benefit of, the
successors and assigns of the Licensee.
IN WITNESS WHEREOF I have hereunto set my hand this 5th day of June 1961, by direction of the Director.

G. R. KEPOVER
Contracting Officer
NATIONAL BUREAU OF STANDARDS

Accepted:

POTOMAC ELECTRIC POWER COMPANY

Date: July 1, 1961

George Bisset
Senior Vice President

I, H. M. Martel, certify that I am the Assistant Secretary of the Corporation named as licensee herein; that George Bisset who signed said license on behalf of the licensee was then Senior Vice President of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

H. M. Martel
(Signature)
DISTRICT OF COLUMBIA, ss.:

I HEREBY CERTIFY that on this the __ day of July, 1961, before me, Indiana C. Shepp, the undersigned officer, personally appeared GEORGE BISSET, who acknowledged himself to be the Senior Vice President of Potomac Electric Power Company, a corporation, and that he, as such Senior 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 Senior Vice President.

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

[Notarial Seal]

[Signature]

My commission expires June 14, 1965.
DISTRICT OF COLUMBIA, ss.:

I HEREBY CERTIFY that on this the 25th day of
July, 1961, before me, A.J. Conner,
the undersigned officer, personally appeared GEORGE B. KELOWER,
who acknowledged himself to be the Chief of the Supply Division
and Contracting Officer of the National Bureau of Standards,
and that he, as such Contracting Officer, being authorized to
do so, executed the foregoing instrument for the purposes
therein contained, by signing the name of the United States of
America by himself as Contracting Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official

[Signature]

NOTARY PUBLIC
My Commission Expires Feb. 28, 1963
A.J. Conner
THIS DEED OF EASEMENT

Made this 26th day of March, 1966, by and between OTIS HEALY, Kent, unmarried, individually and as a limited partner in Lakeland Estates, and LAKELAND ESTATES, a Maryland limited partnership, parties of the first part (the "Grantors"), and FORMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation, party of the second part (the "Grantee"), this deed and agreement having been also signed by JAMES L. DIXON, JEANNE L. DIXON, WILFRED R. LORAY, M. TURKEY GRATZ, DAVID BEARDEN GRATZ, DANIEL COX FAHEY, JR. and RICHARD GREN, JR. to indicate their approval thereof and consent thereto, they being all of the general partners of said Lakeland Estates other than Ferrot A. Roe who has executed this instrument in behalf of said partnership,

WITNESSETH THAT

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and the mutual promises herein contained, and subject to the terms and conditions hereinafter stated, the Grantors hereby grant and convey unto the Grantee, its successors and assigns, the following easement and rights:

FIRST: To place, construct, install, reconstruct, use, operate, patrol, inspect, maintain, repair, renew and alter in, on, under and along, and to remove from, the following described 30 foot wide strip or parcel of land (such 30 foot wide strip or parcel of land being hereinafter called the "Property"), at any time and from time to time, overhead and/or underground electric power and energy transmission and distribution facilities (including wires, cables, conduits, pipes, manholes, poles, crossarms, guy, attachments, appurtenances, appliances, and items of equipment):

Being an easement in a strip or parcel of land 30 foot in width across part of the lands conveyed to said Otis Healy Kent by two deeds, one from William G. Dosh and Georgia M. Dosh, his wife, and Charles E. Johnson, and Jennie F. Johnson, his wife, recorded in Liber 099 at Folio 209, and...
the other from Frank S. Ward and Eva L. Ward, his wife, and
Patrick S. Ward and Margaret S. Ward, his wife, recorded in
Liber 217 at Folio 310, of the Land Records of Montgomery
County, Maryland, and more particularly described as follows:

Beginning at a concrete monument at the easterly
corner of Parcel "B", Quine's Orchard as recorded in Plat
Book 81 at Plat 81A-036-00 among said Land Records, said monument
being N. 50° 34' 24" E. 2582.47 feet along the line of said
Parcel "B" from the northeastly line of Darnestown Road,
Maryland State Route Number 36;

Thence running with the northerly line of said
Parcel "B", N. 56° 40' 02" W. 31.50 feet;

Thence leaving said Parcel and running through the
Kent property, N. 18° 44' 12" E. 1726.81 feet;

Thence N. 11° 47' 11" E. 501.63 feet;

Thence N. 59° 33' 43" E. 337.68 feet;

Thence N. 36° 03' 19" E. 1279.94 feet to a monument
found at the corner common to the Kent land, as described in
Liber 927 at Folio 210, William O. Bush, as described in Liber
994 at Folio 131, and the United States of America, Bureau of
Standards Court Case Number 8992, the final 874.50 feet of the
immediately previously described line being on the line between
said lands of Kent and Bush;

Thence, running with the line between said United
States of America and Kent, S. 88° 52' 00" W. 34.97 feet;

Thence, leaving said line and running through the
Kent land S. 34° 03' 15" W. 1364.76 feet;

Thence S. 59° 33' 43" W. 337.68 feet;

Thence S. 11° 47' 11" W. 290.80 feet;

Thence S. 18° 44' 12" W. 1732.32 feet to the point
of beginning;

Containing 128,270 square feet, or land, more or less.

SECOND: At any and all times to enter, and keep clear, the
Property of trees, buildings and structures;

THIRD: To have ingress to and egress from the Property at
any and all times for trucks, other vehicles and pedestrians to the
extent necessary for the carrying on of the activities set forth in
paragraphs FIRST and SECOND, above;

"TO HAVE AND TO HOLD said easement and rights above described
and hereby intended to be granted and conveyed, together with the rights,
privileges, appurtenances and advantages thereto belonging or appurtenant, unto and to the only proper use, benefit and behoof of the
Grantee, its successors and assigns.

AND the Grantee, for itself and its successors and assigns,

hereby covenants and agrees that:

(a) Upon the completion of any work done by the Grantee

on the Property, or on any substituted easement as hereafter mentioned,

the Grantee will restore the surface thereof, as nearly as reasonably
practicable, to the condition existing prior to the commencement of
such work.

(b) Not to install any of its poles in the field road

that runs between the two tracts on the Kent property.

(c) At the request of a majority of said partners, or at

the request of the owners of a majority interest in any parcel of land

through which the aforementioned right of way passes, to relocate at

the Grantee’s expense those portions of its overhead lines and facilities

which are located on the property of the Grantors or on that part

of said parcel as to which the owners of a majority interest have made

such request, as the case may be, to a new 30 foot wide easement for

overhead facilities to be provided by the parties making such request

at no additional cost, when such overhead lines and facilities at their

then present location interfere with the development of the land through

which said lines and facilities pass, or of any parcel thereof, as afore-

mentioned.

(d) At the request of a majority of said partners, or at

the request of the owners of a majority interest in any parcel of land

through which said overhead lines and facilities pass at the time such

request is made, whether or not such overhead lines and facilities have

been previously relocated as aforesaid, and regardless of whether

such overhead lines and facilities interfere with the development of

any property, to remove said overhead lines and facilities from the

property as above defined, or from any easement substituted as provided

above, or from the parcel of land the owners of a majority interest of
which have requested such removal, and to place said transmission lines and facilities entirely underground at Grantee's expense within the lines of public streets, roads, and highways, or within one or more 20 foot wide easements, or both, provided and upon condition that:

(1) All of such streets, roads and highways within which said lines and facilities are to be placed underground have been dedicated to, and accepted for, public use, and have been brought to their final approved grade;

(2) The Grantee is provided with one or more perpetual easements 20 feet wide for a reasonable consideration, as may be necessary to connect with the said streets, roads or highways, and

(3) The total length of said underground transmission line to connect at one end with the transmission line at the northeast corner of Parcel "B", Quince Orchard, aforesaid, being the southerly end of the above-described easement, and at the other end with the transmission line at the aforesaid boundary of the land of the United States of America at the northerly end of the above described easement shall not exceed five thousand three hundred (5,300) lineal feet without the consent of the Grantee.

(a) Upon removal of its facilities from the Property or a portion thereof, or from any substituted easement, the Grantee will deliver to the Grantors, or other parties in interest in recordable form, an instrument satisfactory to the Grantors or parties in interest quitclaiming its right to the Property or that portion of the Property or of any substituted easement from which its facilities have been removed.

AND the Grantors hereby covenant, for themselves, their heirs, executors, administrators and assigns, to warrant specially the easement
and rights hereby intended to be granted and conveyed, and to execute
such further assurances of the same as may be requisite.

IN WITNESS WHEREOF these presents have been duly executed
and delivered.

[Signature]

NICHOLAS OREM, JR.

WITNESSES:

[Seal]

OSCEOLL, unmarried,
individually and as a limited
partner in Lakeland Estates

LAKELAND ESTATES

By:

[Dobrat A. Pet, Operating General
Partner

[Seal]

James H. Dixon

[Seal]

James L. Dixon

[Seal]

James B. Dixon

[Seal]

Helen J. Dixon

[Seal]

Helen L. Dixon

[Seal]

[Seal]

[Seal]

[Seal]

[Seal]

POTOMAC ELECTRIC POWER COMPANY

By:

[Dobrat A. Pet, Operating General
Partner

[Seal]

[Seal]

[Seal]

[Seal]

[Seal]

T. E. O'DEA

Attest:

D. F. HUGHES
STATE OF MARYLAND
COUNTY OF MONTGOMERY, SS:

On this the 3 day of April, 1968, before me, the undersigned officer, personally appeared Bertie A. Neely, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: July 1, 1969
ELBERT H. RICHARDSON
Notary Public, Md.

STATE OF
COUNTY OF

On this the 3 day of April, 1968, before me, the undersigned officer, personally appeared Bertie A. Neely, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated, and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: July 1, 1969
ELBERT H. RICHARDSON
Notary Public

CITY OF WASHINGTON,
DISTRICT OF COLUMBIA, SS:

On this, the 26 day of March, 1968, before me, the undersigned officer, personally appeared E. P. Hughes who acknowledged himself to be the Senior Vice President of Potomac Electric Power Company, a corporation, and that he, as such Senior 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 Senior Vice President.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: June 14, 1970
INDIANA C. SHEPP
Notary Public
The undersigned Attorney duly admitted
to practice before the Court of Appeals
of Maryland hereby certifies that the
within instrument was prepared by him
or under his supervision.

[Signature]

Attorney

This instrument declares and sets forth the terms and
provisions of certain public utility easements which may be
created by grants made to one or more of the undersigned public
service companies in subdivision plans recorded among the Land
Records of Montgomery County, Maryland, subsequent to the
recording hereof in such land records, which grants refer to this
Declaration.

[Signature]

[Name]
pedestals, and appurtenance enclosures and equipment; (b) underground communication wires, cables and appurtenance equipment, and associated aboveground junction pedestals, terminals, and appurtenance equipment, and (c) gas transmission and distribution facilities (including but not limited to underground gas pipes, valves, regulators and associated aboveground facilities) and appurtenance equipment;

SECOND: The perpetual right at any time, and from time to time, to clear, and keep clear, the Property of trees, shrubs, buildings and structures; and

THIRD: The perpetual right of ingress to and egress from the Property at any time, and from time to time, to the extent reasonably necessary for the exercise of the rights set forth in paragraphs FIRST and SECOND, above.

II. Each Grantee named in any such grant, by commencing the installation of facilities in, on or over the Property affected by such grant, covenants, for itself and its successors and assigns, that following the completion of any of its work in, on or over the Property it will restore the surface thereof, as nearly as reasonably practicable, to the condition existing immediately prior to the commencement of such work.

III. The Grantee(s) named in any such grant covenant(s) to warrant specially the easement and rights granted thereby, and to execute such further assurances of the same as may be requisite.

Dated: July 23, 1968

[Signature]

T. E. O'Dea

[Stamp]
DISTRICT OF COLUMBIA

On this 23rd day of October, 1968, before me, Indiana C. Shepp, the undersigned officer, personally appeared D. C. Vaughn, who acknowledged himself to be a Vice President of Potomac Electric Power Company, a corporation, and that he, as such 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 a Vice President.

Indiana C. Shepp
Notary Public, D. C.
INDIANA C. SHEPP

My commission expires JUN 4 1970.

DISTRICT OF COLUMBIA

On this 31st day of October, 1968, before me, Genevieve M. Brozick, the undersigned officer, personally appeared D. R. Lang, who acknowledged himself to be the President of the Chesapeake and Potomac Telephone Company of Maryland, 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.

Genevieve M. Brozick
Notary Public
GENEVIEVE M. BROZICK

My commission expires June 14, 1970.
DISTRICT OF COLUMBIA, ss.:

On this 23rd day of October, 1965, before me, John M. Kent, the undersigned officer, personally appeared DONALD S. BITTINGER, who acknowledged himself to be the 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.

John M. Kent
Notary Public, D. C.

My commission expires Nov. 24, 1972

STATE OF MARYLAND
COUNTY OF Washington ss.:

On this 24th day of October, 1965, before me, Hilda W. Stoner, the undersigned officer, personally appeared CHARLES D. LYON, who acknowledged himself to be the President of THE POTOMAC EDISON 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.

Hilda W. Stoner
Notary Public

My commission expires July 1, 1967.
STATE OF MARYLAND
CITY OF BALTIMORE

On this 24th day of October, 1968, before me, Ruth H. Grese, the undersigned officer, personally appeared J. C. Eugene, who acknowledged himself to be a Vice President of BALTIMORE GAS AND ELECTRIC COMPANY, a corporation, and that he, as such 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 Vice President.

Ruth H. Grese
Notary Public

My commission expires July 1, 1969.
Declaration of

Title and Conversion of a
Public Utility Enclosure

Please record and return by mail to:

Law Department,
Foggy Bottom Electric
Power Company,
230 E. Street, N. W.,
Washington 4, D. C.

2, 60004
This Right of Way

Made this 24th day of October in the year of our Lord one thousand nine hundred and sixty-nine, by and between

OTIS BEALL KENT, UNMARRIED

of the County of in the State of part of the first part, and the WASHINGTON SUBURBAN SANITARY COMMISSION, a public corporation of the State of Maryland, organized and existing under the laws of said State, party of the second part.

Witnesseth: That in consideration of the sum of One Dollar ($1.00) to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part do hereby grant and convey unto the said party of the second part, its successors and assigns, the easement and right of way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation and inspection of a sanitary sewer and appurtenances thereto, including service connections

within said easement and right of way, together with the right of ingress and egress along and over said right of way, for any and all of such purposes; the said right of way and easement being described as follows:

Being a strip or parcel of land hereinafter described in, through, over and across the property of the first parties hereto obtained from Frank S. Ward, Eval L. Ward, Porter G. Ward and Margaret S. Ward by deed dated December 14, 1943, and recorded among the Land Records of Montgomery County, Maryland in Liber 927 at Folio 210.

Beginning for the said strip or parcel of land at a point at the end of the seventh or North 52° 45' East, 42 perch line of Parcel 2 as described in the aforesaid deed, said point also being on the fifth or South 60° 38' 40" West, 288.75 foot line as described in a deed from Harry Silverstein, et al, to Washington Suburban Sanitary Commission by deed dated March 14, 1959, and recorded among the aforesaid Land Record in Liber 2613 at Folio 583, 61.16 feet from the end thereof, and running thence reversely with and along a part of the said North 52° 45' East, 42 perch line South 51° 12' 04" West, true, 114.50 feet to a point on the northeasterly right of way line of Muddy Branch Road as now laid out and existing, said point being 15.00 feet from the existing centerline of the said Muddy Branch Road, thence running with and along the said northeasterly right of way line of Muddy Branch Road 48.65 feet along the arc of a curve to the left, having a radius of 300.00 feet, and a chord bearing and length of North 32° 08' 15" East,
true, 48.60 feet to a point on the sixth or South 68° 23' 40" West, 17.54 foot line of the aforesaid deed as recorded in Liber 2613 at Folio 593, thence running reversely with and along a part of the said sixth line North 70° 36' 27" East, true, 9.00 feet to a point at the end of the aforesaid fifth or South 60° 38' 40" West, 288.75 foot line, thence running reversely with and along a part of the said fifth line North 62° 51' 27" East, true, 61.16 feet to the place of beginning; containing 809.26 square feet or 0.0186 of an acre.

To Have and to Hold said easement and right of way for a sanitary sewer and appurtenances thereto, including service connections—above described or mentioned and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of the said Washington Suburban Sanitary Commission, its successors and assigns.

And the party of the first part, for himself, his heirs and assigns, covenant and agree with the party of the second part, its successors and assigns, as follows: FIRST: that he will obtain the written consent of the Commission before
he erect s or permit s to be erected any building or structure, or before he fill s or excavate
within the above described easement and right of way. SECOND: that the party of the
second part, its successors and assigns, shall at all times have right of ingress and egress over said
easement and right of way for the purpose of installing, constructing, reconstructing, maintaining,
repairing, operating and inspecting the sanitary sewer and appurtenances thereto,
including service connections --------------------------- within said
easement and right of way, said ingress and egress to be along the line herein designated and along such
other lines as the party of the first part may designate. THIRD: that he will warrant
specially said easement and right of way and will execute such further assurances thereof as may be
requisite.

Witness HIS HAND AND SEAL the day and year first hereinabove written.
Witness:
John E. Russell
Otis Beall Kent

STATE OF Maryland
COUNTY OF Montgomery

On this the 3rd day of October, 1969, before me,
the undersigned officer, personally appeared

OTIS BEALL KENT, UNMARRIED

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument and acknowledged that

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires July 1, 1970.

STATE OF
COUNTY OF

On this the

day of , 19 , before me,

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument and acknowledged that

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires
THIS RIGHT OF WAY

Made this 26th day of August, in the year of our Lord one thousand nine hundred and , by and between OTIS BEALL KENT, unmarried of the County of , in the State of Maryland, party of the first part, and the WASHINGTON SUBURBAN SANITARY COMMISSION, a public corporation of the State of Maryland, organized and existing under the laws of said State, party of the second part.

WITNESSETH: That in consideration of the sum of One Dollar ($1.00) to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, the easement and right of way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation and inspection of one or more sanitary sewers and appurtenances thereto, including service connections within said easement and right of way, together with the right of ingress and egress along and over said right of way, for any and all of such purposes; the said right of way and easement being described as follows:

Being three (3) strips or parcels of land, two (2) strips or parcels of land forty-five (45) feet wide, thirty (30) feet to the left of the baseline and fifteen (15) feet to the right of the said baseline, hereinafter described in Parts I and II, and one (1) strip or parcel of land thirty (30) feet wide, fifteen (15) feet on each side of the centerline hereinafter described in Part III, in, through, over and across the property of the first party hereto obtained by four (4) deeds, the first deed from Clifton L. Tschiffely, et ux, et al, dated June 23, 1942 and recorded among the Land Records of Montgomery County, Maryland in Liber 883 at Folio 15, and the second deed from John S. Fults, et ux, et al, dated July 27, 1942 and recorded among the aforesaid Land Records in Liber 882 at Folio 380, the third deed from William O. Dush, et ux, et al, dated December 31, 1942 and recorded among the aforesaid Land Records in Liber 899 at Folio 285, the

PART I

Beginning for the said baseline of the said forty-five (45) feet wide strip or parcel of land at a point on the northerly line of Part I as described in an existing Right of Way granted by Otis Beall Kent to the Washington Suburban Sanitary Commission dated January 24, 1968 and recorded among the aforesaid Land Records in Liber 3709 at Folio 32, said point being fifteen (15) feet from the easterly most corner of said northerly line and running thence

North 38° 41' 22" East, true, 60.30 feet to a point of curvature, thence 148.64 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet and a long chord bearing and distance of North 52° 53' 01.5" East, true, 147.13 feet to a point of tangency, thence

North 67° 01' 41" East, true, 223.24 feet to a point, thence

North 29° 35' 17" East, true, 627.05 feet to a point, thence

North 73° 48' 13" East, true, 294.72 feet to a point of curvature, thence 161.22 feet along the arc of a curve deflecting to the left, having a radius of 400.00 feet and a long chord bearing and distance of North 52° 15' 35.5" East, true, 160.13 feet to a point of tangency, thence

North 50° 42' 38" East, true, 181.21 feet to a point, thence

North 79° 00' 49" East, true, 161.93 feet to a point of curvature, thence

125.55 feet along the arc of a curve deflecting to the left, having a radius of 300.00 feet and a long chord bearing and distance of North 67° 01' 29" East, true, 124.63 feet to a point of tangency, thence

North 55° 02' 09" East, true, 273.08 feet to a point, thence

North 20° 11' 23" East, true, 686.69 feet to a point, thence

North 52° 07' 11" East, true, 187.77 feet to a point.
North 35° 08' 50" East, true, 93.65 feet to a point on the seventh or North 50° West, 48 perch line of the aforesaid deed recorded among the aforesaid Land Records in Liber 899 at Folio 293, 51.47 feet from the end thereof, said line also being the twentieth or South 53° 07' 20" East, 792.00 foot line of a deed from Muddy Branch Corporation to Harry Keenick, Sarah B. Cohen and Allen M. Rice dated January 20, 1966 and recorded among the aforesaid Land Records in Liber 3962 at Folio 136; containing 158,027.25 square feet or 3.6416 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying westerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the first four (4) lines thereof, and being fifteen (15) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the fifth, sixth and seventh lines thereof, and being ten (10) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the eighth, ninth, tenth and eleventh lines thereof, and being fifteen (15) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the twelfth and thirteenth lines thereof, and one (1) strip or parcel being fifteen (15) feet wide lying easterly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the first four (4) lines thereof, and being ten (10) feet wide and lying southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the fifth, sixth and seventh lines thereof and being fifteen (15) feet wide and lying
southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the eighth, ninth, tenth and eleventh lines thereof, and being ten (10) feet wide and lying southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the twelfth and thirteenth lines thereof, during the period of the original construction only of the first of the said severed within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

PART II

Beginning for the said baseline of the said forty-five (45) feet wide strip or parcel of land at a point on the eleventh or North 83° 17' West, 171.06 perch line of Parcel 1 of the aforesaid deed recorded among the aforesaid Land Records in Liber 927 at Folio 210, 92.08 feet from the end thereof, said line also being the eighteenth or North 89° 40' 00" West, 1433.07 foot line of the aforesaid deed recorded among the aforesaid Land Records in Liber 3152 at Folio 130 and running thence 219.14 feet along the arc of a curve deflecting to the right, having a radius of 500.00 feet and a long chord bearing and distance of North 13° 22' 29.5" East, true, 217.30 feet to a point of tangency, thence North 25° 55' 49" East, true, 316.64 feet to a point, thence North 13° 16' 59" West, true, 480.56 feet to a point of curvature, thence 143.63 feet along the arc of a curve deflecting to the right, having a radius of 500.00 feet and a long chord bearing and distance of North 03° 03' 29" West, true, 143.07 feet to a point of tangency, thence North 03° 10' 07" East, true, 39.12 feet to a point of curvature, thence 335.25 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet and a long chord bearing and distance of North 35° 10' 56.5" East, true, 318.07 feet to a point of tangency, thence
North 67° 11' 40" East, true, 374.90 feet to a point of curvature, thence 224.87 feet along the arc of a curve deflected to the left, having a radius of 479.52 feet and a long chord bearing and distance of North 88° 30' 38" East, true, 222.51 feet to a point of tangency, thence 

North 75° 13' 35" East, true, 24.39 feet to a point on the fourth or North 19° 50' 10" East, 387.00 foot line of a deed from Otis Beall Kent to Izak Walton League of America, Inc. dated December 30, 1966 and recorded among the aforesaid Land Records in Liber 3609 at Folio 353, 175.02 feet from the beginning thereof; containing 97,110.25 square feet or 2.2296 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying westerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land and one (1) strip or parcel being fifteen (15) feet wide lying easterly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land during the period of the original construction only of the first of the said sewers within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

PART III

Beginning for the said centerline of the said thirty (30) foot wide strip or parcel of land at a point on the first or South 70° 09' 50"

East 336.62 foot dead line as described in a deed from Otis Beall Kent to Izak Walton League of America, Inc., dated November 13, 1961 and recorded among the aforesaid Land Records in Liber 2919 at Folio 500, 97.42 feet from the end thereof, and running thence 

North 83° 02' 50" East, true, 88.75 feet to a point on the first or

North 70° 09' 50" West, 608.29 foot line of a deed
from Otis Hack Kent to The Isaac Walton League of America, Inc., dated December 28, 1965 and recorded among the aforesaid Land Records in Liber 2513 at Folio 424, 18.10 feet from the beginning thereof, containing 2,662.50 square feet or 0.0611 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying northerly of and adjacent, contiguous and parallel to the above described strip or parcel of land and one (1) strip or parcel being five (5) feet wide lying southerly of and adjacent, contiguous and parallel to the above described strip or parcel of land during the period of the original construction only of the said sewer within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

TO HAVE AND TO HOLD said easement and right of way for one or more sanitary sewers and appurtenances thereto, including service connections above described or mentioned and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of the said Washington Suburban Sanitary Commission, its successors or assigns.

AND the party of the first part, for himself, his heirs and assigns, covenants and agrees with the party of the second part, its successors and assigns, as follows: FIRST: that he will obtain the written consent of the Commission before he erects or permits to be erected any building or structure, or before he fills or excavates within the above described easement and right of way. SECOND: that the party of the second part, its successors and assigns, shall at all times have right of ingress and egress over said easement and right of way for the purpose of installing constructing, reconstructing, maintaining, repairing, operating and inspecting the said or more sanitary sewers and appurtenances thereto, including service connections within said
In the name of God, amen.

I, John E. Russell, being first duly sworn, depose and say, that I am personally acquainted with the said Alston I. Beall, senior, and know him to be the true owner of the land described in the instrument to which this witness is a party.

This instrument was signed, sealed, and delivered to me, the undersigned officer, in the presence of the said Alston I. Beall, Senior, and witnessed by the said John E. Russell, who is personally acquainted with the said Alston I. Beall, Senior, and knows him to be the true owner of the land described in the instrument to which he is a party.

I do hereby certify that the said Alston I. Beall, Senior, has executed the said instrument for the purposes hereinbefore mentioned.

In witness whereof, I have hereunto set my hand and official seal of the day and year first above written.

John E. Russell
Officer of the State of Missouri
EASEMENTS AND RIGHTS-OF-WAY OF PROPERTY OCCUPIED BY
NATIONAL BUREAU OF STANDARDS, GAITHERSBURG, MARYLAND

Made this ___ 7th ___ day of ___ October ___ , 1974,

between the United States of America, hereinafter referred to as the
Government, acting by and through the Director of the National Bureau
of Standards, and the Washington Suburban Sanitary Commission, a
public corporation of the State of Maryland, hereinafter referred to
as the Grantee:

WHEREAS, the Government is the owner in fee simple of a parcel of
land situated at Gaithersburg, Montgomery County, Maryland, which parcel
of land was acquired by the Government from John B. Diamond, et al., by
judgment dated July 1966 and recorded among the Equity Records in
Liber 104 at Folio 319 of said County in Rockville, Maryland; and

WHEREAS, the Grantee has requested the conveyance to it of an
easement for the installation, construction, repair maintenance,
reconstruction, operation and inspection of a water transmission pipeline
and appurtenances thereto, including service connections in, through and
across the said Government-owned parcel of land; and

WHEREAS, no easement and right-of-way for said water transmission
and distribution pipeline will be detrimental to the operation of
the National Bureau of Standards (NBS) of the Department of Commerce or
adverse to the interests of the Government.
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That under and by virtue of the authority delegated to me as Director of the National Bureau of Standards by the Secretary of Commerce under Public Law 87-852, approved October 23, 1962 (76 Stat. 1129; 40 U.S.C. 312-319c), the Government hereby grants to the Grantee, its successors and assigns, an easement and right of way for the installation, construction, repair, maintenance, reconstruction, operation and inspection of a water transmission and distribution pipeline and appurtenances thereto, including service connections, hereinafter referred to as the pipeline, in, through and along the following described strip of land located in the 9th Election District of said Montgomery County and constituting part of the above-mentioned Government-owned parcel of land:

A variable width easement and right of way in and through property of the Federal Government, lying and being situated in the 9th Election District of Montgomery County, Maryland, and being known as the National Bureau of Standards tract, said easement and right of way being more particularly described as follows:

Beginning at a point lying 160.00 feet radially to Baseline Station 214 + 55.36 as shown on Maryland State Roads right of way Plat No. 11352 and running thence with the southeasterly right of way line of Interstate 70-S (U.S. Route 240) as now laid out and existing...
5.37°01'59"E. true, 247.62 feet to a point of curvature; thence

2. 212.91 feet along the arc of a curve to the left having a radius of 1150.16 feet and a long chord bearing and distance of 5.26°55'21"E. true, 2119.91 feet to a point; thence

3. Running for the following five (5) courses and distances with and along the said westerly right of way line of the interchange of Interstate 70-95 (U.S. Route 290) as now laid out and existing and as shown on Maryland State Roads right of way Flat 11357, and Muddy Branch Road to a point; thence

4. S.19°19'45"E. true, 369.13 feet to a point; thence

5. S.21°39'19"E. true, 159.35 feet to a point; thence

6. S.20°59'12"E. true, 164.20 feet to a point; thence

7. S.15°28'15"W. true, 250.16 feet to a point; thence

8. S.25°16'46"W. true, 219.88 feet to a point; thence

9. S.61°23'20"E. true, 25.00 feet to a point on the westerly right of way line on Muddy Branch Road; thence

10. S.25°16'46"W. true, 35.00 feet along the westerly right of way line on Muddy Branch Road to a point; thence leaving said right of way line

11. N.61°33'12"W. true, 60.00 feet to a point; thence

12. N.25°16'46"W. true, 281.68 feet to a point; thence

13. N.15°28'15"E. true, 158.20 feet to a point of curvature; thence

14. 119.59 feet along the arc of a curve deflecting to the left having a radius of 235.00 feet and a long chord bearing and distance of N.02°55'10"W. true, 147.08 feet to a point; thence

15. N.20°59'12"W. true, 75.24 feet to a point; thence

16. N.31°39'15"W. true, 158.65 feet to a point; thence
17. N.19°19'49"W., true, 365.29 feet to a point of curvature; hence.

18. 2258.39 feet along the arc of a curve deflecting to the right having a radius of 13,619.16 feet and a long chord bearing and distance of N.28°33'25"W., true, 2254.79 feet to the beginning; containing 120,728.51 square feet or 2.7715 acres of land.

In addition, the Government hereby grants to the Grantee, its successors and assigns, the right to use one (1) additional strip or parcel of land fifteen (15) feet wide, lying westerly of the 12th through 18th lines inclusive of the above described strip or parcel of land and adjacent, contiguous and parallel thereto, during the period of the original construction only of the mentioned pipeline within the described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees, during the course of original installation and construction.

All as shown on the Grantee's Drawing 0243-8, a print of which is attached hereto.

THIS EASEMENT AND RIGHT OF WAY is granted subject to the following terms and conditions:

1. All work in connection with the installation, construction, repair, maintenance, reconstruction, operation and inspection of the pipeline shall be done without cost or expense to the Government, and in accordance with plans previously approved in writing by the Chief of the Plant Division, National Bureau of Standards, hereinafter
referred to as the Coordinator, and in accordance with such conditions as he may establish.

2. The Grantee agrees that

a. The installation and construction of the pipeline will be completed not later than three (3) months following the commencement of the work except that final grading and resodding of the areas disturbed shall be governed by the terms set forth in paragraph 3 below.

b. It will erect and maintain a four (4) foot high snow fence along the entire westerly boundary of the easement and right of way granted herein during the construction and installation of the pipeline as a protective measure to persons and property passing the work site.

c. It will remove promptly all trash, brush, trees, debris, excess earth, etc., generated by the installation, construction and other work on the pipeline.

d. It will not burn any trash, brush, debris, etc. on the NBS site.

e. It will prevent erosion of the ground during the installation and construction of the pipeline and until such time as the disturbed ground has been stabilized.

f. Ingress to and egress from the NBS site by the Grantee shall be limited to the gate or gates specified by the Coordinator.
3. Areas disturbed by the installation and construction or other work on the pipeline shall be promptly restored to their original condition by the Grantee upon completion of such work. Specifications for reseeding and sodding shall be those set forth in Section 2-22 on pages 43 and 44 of the General Specifications for Watermains, Sanitary Sewers and Storm Drains, as adopted September 30, 1968, by the Washington Suburban Sanitary Commission, which document is hereby incorporated by reference. Seed mixture shall be that designated as "Mixture B" as described in the mentioned Section 2-22. Backfilling of trenches shall be in accordance with Section 2-18 on pages 38 and 39 of the above referenced document, with the following modifications and additions: (1) the first paragraph at the top of the right hand column on page 39 is deleted - no jetting or puddling of fill or natural settlement will be permitted; (2) fill shall be placed in layers not thicker than eight (8) inches and each layer shall be compacted to the required density before the next succeeding layer is placed; (3) any future settlement of the trench shall be corrected by the Grantee, at no cost to the Government, upon notification by the Coordinator.

4. The Grantee, at no cost to the Government, shall maintain the pipeline in good condition and shall promptly make all repairs thereon which may be necessary, including repairs to any Government property which may have been damaged.
5. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the activities of the NHS.

6. The Government agrees that it will not place any permanent structure on said easement and right of way; provided however, that nothing herein shall preclude the Government from placing power and telephone lines, cables, roads, water or gas pipelines, or other utilities on or across said easement and right of way.

7. In consideration for the granting of this easement and right of way, the Grantee at no cost to the Government, agrees to install a 13" branch connection, meter vault and suitable metering equipment, at a time designated by the Coordinator, to the existing water service main along Maryland Route 124. This branch will be valued and will terminate on Government property on the South side of Route 124, approximately 500 feet east of the main entrance to the site and will be suitable for future connection of the Government on-site water distribution system. Further, the Grantee will not assess or tax the Government as a result of this water main connection; however, the Government will pay the applicable meter service charge and water use rate for the metered flow as established by and between the Grantee and the Government.
8. The Grantee agrees to indemnify the Government, its officers, agents, and employees against any liability for loss, injury or damage, sustained by reason of the use of the easement premises by Grantee for its activities. Should Grantee carry liability insurance covering any such loss, injury or damage, the Government is to be named as co-insured with respect to any occurrences on the easement premises. All or any part of the easement and right of way herein granted may be terminated for failure of the Grantee to comply with any of the terms or conditions of the easement and right of way. The easement and right of way shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of two (2) consecutive years.

Written notice of termination by reason of such non-compliance, abandonment, or nonuse shall be given to the Grantee, or its successors or assigns, and such termination shall be effective as of the date of the notice of termination.

9. Upon termination of the easement and right of way granted herein, if desired by the Government, the Grantee, at its expense, shall remove any or all improvements installed or constructed hereunder, and restore the premises to the same or as good condition as that which existed prior to the exercise of the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Coordinator.
10. If at any time the Government shall determine that continued
maintenance and operation of the pipeline, or any portion thereof,
as then located, constitutes an undue interference with any of the
Government's activities, it shall, upon twelve (12) months' written
notice to the Grantee, have the right, without liability to the
Grantee, to terminate the easement and right of way herein granted,
in whole or in part, to the extent necessary to eliminate such
interference.

11. No member of or delegate to Congress, or resident commissioner,
shall be admitted to any share or part of this instrument, or to any
benefit that may arise therefrom; but this provision shall not be
construed to extend to this instrument if made with a corporation for
its general benefit.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day
of October, 1974.

[Signature]
Director, National Bureau of Standards
Grantee Richard W. Roberts

State of Maryland
County of Montgomery

55.
The foregoing instrument was acknowledged before me this 7th day of October, A.D., 1974, by Richard V. Roberts as Director of the National Bureau of Standards, Department of Commerce. Witness my hand and official seal.

My commission expires July 1, 1978.

Accepted with all terms hereof this 7th day of October, 1974.

THE WASHINGTON SUBURBAN SANITARY COMMISSION

Claude M. McLeod, General Manager

The foregoing instrument was acknowledged before me this 26th day of August, A.D., 19...
Made this 7th day of August, 1986, between the United States of America, hereinafter referred to as the Government, acting by and through the Director of the National Bureau of Standards (NBS), Department of Commerce, and the Montgomery County Government, Department of Transportation, Montgomery County, Maryland, hereinafter referred to as the Grantee;  
WHEREAS, the Government is the owner in fee simple of two (2) parcels of land described as Parcels 1 and 2 below and situated at Gaithersburg, Montgomery County, Maryland,  
WHEREAS, Parcel of land number 1 was acquired by the Government by a Declaration of Taking signed by the Administrator of General Services on July 6, 1956, and filed in condemnation proceeding Civil Docket No. 8992, July 6, 1956, in Baltimore, Maryland;  
WHEREAS, Parcel of land number 2 was acquired by the Government by a Declaration of Taking at the request of the Secretary of the Army on June 15, 1954, and filed in condemnation proceeding Civil Docket No. 7458, January 6, 1956.  
WHEREAS, the Grantee has requested the conveyance to it of a permanent easement on, through, and across the portion of NBS land along Muddy Branch Road as more particularly described later herein, for the reconstruction, realignment and widening of Muddy Branch Road (hereafter referred to as the construction);  
WHEREAS, this construction will be a benefit to the citizens of the State of Maryland and to the employees of NBS and is also intended to be for the increased safety of all people using that section of Muddy Branch Road;  
WHEREAS, an easement for said construction and for the maintenance of Muddy Branch Road will not be detrimental to the operation of NBS or adverse to the interests of the Government.  
NOW, THEREFORE, UNO ALL MEN BY THESE PRESENTS: That as the Secretary of Commerce is authorized under section 15(b) of the Act of March 3, 1901, as amended (15 U.S.C. 278e(b)), to undertake the care, maintenance, protection, repair, and alteration of property used in the performance of the functions of the National Bureau of Standards and that under Public Law 87-852, dated October 23, 1962 (40 U.S.C. 319-319c), the Secretary of Commerce is authorized to grant easements for the property under the control of the Department of Commerce; and such authority
being delegated to me as Director of the National Bureau of Standards under section 4.01 of Department of Commerce Administrative Order 217-12, the Government hereby grants to the Grantee, its successors and assigns, a permanent easement for the reconstruction, realignment, widening and maintenance of Muddy Branch Road in, through, and along the following described strip of land located in the 9th Election District of said Montgomery County, Maryland, known as the National Bureau of Standards (NBS) tract, and constituting part of the above mentioned Government-owned parcels of land:

Parcel No. 1: Beginning at monument no. 7 on the NBS property line and thence along NBS property line bearing South 15 degrees 28 minutes 27 seconds West 250.14 feet, to a point; thence along the following courses and distances; South 25 degrees 15 minutes 12 seconds West 249.96 feet; South 64 degrees 44 minutes 48 seconds East 25 feet; and South 25 degrees 13 minutes 44 seconds West 190.40 feet, to a point; thence continuing on an arc of a circle having a radius of 258.94 feet convex eastwardly a distance of 88.88 feet, the chord of said arc being 88.44 feet bearing South 35 degrees 03 minutes 43 seconds West, to a point; thence continuing on a line bearing South 44 degrees 53 minutes 41 seconds West 589.59 feet, to a point; thence continuing on an arc of a circle having a radius of 3,804.72 feet convex southwardly a distance of 385.57 feet, the chord of said arc being 385.41 feet bearing South 47 degrees 47 minutes 53 seconds West, to a point; thence continuing on a line bearing South 50 degrees 42 minutes 04 seconds West 1,026.24 feet, to a point; thence continuing on an arc of a circle having a radius of 1,363.14 feet convex westwardly a distance of 181.83 feet, the chord of said arc being 181.70 feet bearing South 46 degrees 52 minutes 47 seconds West, to a point; thence continuing on a line South 43 degrees 03 minutes 30 seconds West 387.76 feet, to a point; thence continuing on an arc of a circle having a radius of 709.49 feet convex westwardly a distance of 248.95 feet, the chord of said arc being 247.67 feet bearing South 33 degrees 00 minutes 23 seconds West, to a point; thence continuing on a line South 22 degrees 57 minutes 15 seconds West, 529.65 feet, to a point; thence continuing on an arc of a circle having a radius of 833.51 feet convex westwardly a distance of 153.06 feet, the chord of said arc being 152.85 feet bearing South 17 degrees 41 minutes 36 seconds West, to a point; thence along the following courses and distances; South 12 degrees 25 minutes 57 seconds West 195.04 feet and South 85 degrees 30 minutes 17 West 69.98 feet, to a point; thence continuing on an arc of a circle having a radius of 4,643.66 feet convex westwardly
a distance of 585.58 feet, the chord of said arc being 585.19 feet bearing North 19
degrees 48 minutes 20 seconds East, to a point; thence continuing on an arc of a
circle having a radius of 2,621.13 feet convex westwardly a distance of 1,249.68
feet, the chord of said arc being 1,237.80 feet bearing North 37 degrees 04 minutes
37 seconds East, to a point; thence along the following courses and distances;
North 50 degrees 44 minutes 07 seconds East 583.48 feet; North 39 degrees 15
minutes 53 seconds West 12 feet; North 50 degrees 44 minutes 07 seconds East 222.39
foot; and North 53 degrees 42 minutes 27 seconds East 177.91 feet, to a point;
thence continuing on an arc of a circle having a radius of 3,791.55 feet convex
eastwardly a distance of 1,539.57 feet, the chord of said arc being 1,529.02 feet
bearing North 36 degrees 54 minutes 38 seconds East, to a point; thence continuing
on a arc of a circle having a radius of 2,840.46 feet, convex eastwardly a distance
124.65 feet, the chord of said arc being 124.64 feet bearing North 24 degrees 01
minutes 14 seconds East, to a point on the NBS property line; thence continuing
along said property line bearing South 20 degrees 59 minutes 41 seconds East 6.19
feet, to monument no. 7, on the NBS property line, containing a total area of
219,227 square feet as shown on RIGHT-OF-WAY PLAT NO.'S SEVEN, EIGHT, NINE, TEN,
ELEVEN, TWELVE and THIRTEEN, MUDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION
DISTRICT NO. 9, MONTGOMERY COUNTY, MD.
Parcel No. 2: Beginning at a point on the eastward property line of the NBS Annex
(formerly, NINE Site-47) 19.26 feet southwardly of the Northeast corner of the NBS
Annex property and thence along the following courses and distances; South 18
degrees 36 minutes 53 seconds East 270.30 feet; South 18 degrees 33 minutes 31
seconds East 447.08 feet; and North 19 degrees 01 minutes 06 seconds West 602.41
feet, to a point; thence continuing on an arc of a circle having a radius of
1,205.32 feet convex westwardly a distance of 115.12 feet, the chord of said arc
being 115.08 feet bearing North 16 degrees 17 minutes 01 seconds West, to the point
of beginning, containing a total area of 1,818 square feet, as shown on
RIGHT-OF-WAY PLAT NO.'S FOUR AND FIVE, MUDY BRANCH ROAD, C.I.P. PROJECT NO.
663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY MD.
THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction and maintenance of Muddy
Branch Road shall be done without cost or expense to NBS or the Depart-
ment of Commerce. The construction shall be carried out in accordance
with Montgomery County Department of Transportation construction drawings numbers 12, 13, 15, 16, 17, 18, 19, and 20 of 61 drawings of Project No. 663899, signed by Robert C. Merryman, Chief, Division of Transportation Engineering, and Robert S. McGarry, Director, Department of Transportation, dated 5/30/86 which drawings are hereby incorporated by reference.

2. The Grantee agrees that:
   a. This construction, utilizing property granted by this easement, shall be completed not later than three years following the commencement of the work referred to in this easement except that final grading and reseeding of the areas disturbed shall be governed by the terms set forth in paragraph 3 below:
   b. The County and its contractors will not burn any trash, brush, debris, etc., on the NBS property but will instead remove it at its expense from NBS property such trash, brush, debris, etc., resulting from construction.

3. Any areas of NBS grounds not included as part of this easement that are disturbed by the construction or other incidental or maintenance work, including paved areas, shall be promptly restored to their original condition by the Grantee upon completion of such work, at a time agreeable to the Chief of the Plant Division, NBS.

4. The Grantee, at no cost to the Government, shall maintain Muddy Branch Road in good condition and shall promptly make all repairs thereto which may be necessary, including repairs to the Government's road and other property which may have been damaged in connection with the aforementioned construction.

5. If at any time the Director of NBS shall determine that continued operation and maintenance of the reconstructed road constitutes an unreasonable interference with the scientific and technical functions of NBS, written notice thereof shall be given to the Grantee. Upon receipt of such notice, Grantee shall enter into discussions with the Director of NBS or the Director's designee to explore ways and means of eliminating such interference or to reduce it to levels acceptable to the Director of NBS. If, at the end of six months following the date of the Director's written notice to Grantee, the interference is still deemed unreasonable...
by the Director of NBS, the Government shall have the right, without
liability to the Government, to terminate the easement by giving thirty
(30) days written notice of such intention to the Grantee subject to such
rights as the Grantee might have at law.

6. The Grantee agrees to indemnify the Government, its officers, agents, and
employees against any liability for loss, injury or damage, sustained by
reason of the use of the easement premises by Grantee for its activities.

7. The easement shall terminate upon abandonment of the rights granted
herein or upon nonuse of such rights for a period of six (6) consecutive
months. Written notice of termination by reason of such abandonment or
nonuse shall be given to the Grantee, or its successors or assigns, and
such termination shall be effective as of the date of the notice of
termination.

8. Upon termination of the easement granted herein, if desired by the
Government, the Grantee, at its expense, shall remove any or all
improvements installed or constructed hereunder, and restore the premises
to the same or as good condition as that which existed prior to the
exercise of the Grantee of its rights hereunder, such restoration to be
effected to the satisfaction of the Chief of the Plant Division, NBS.

Ernest Ambler
Director
National Bureau of Standards
U. S. Department of Commerce

Lewis T. Felthous
Chief Administrative Officer
Montgomery County Government

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 7th day of August, 1988,
personally appeared Ernest Ambler, Director, National Bureau of
Standards, U. S. Department of Commerce, known to me or satisfactorily
proven to be said person, and he acknowledged that his execution of the
aforegoing easement was his voluntary deed and act.

My commission Expires July 1, 1990

Notary Public
State of Maryland,
County of Montgomery

On this 30th day of July, 1986, before the undersigned officer, personally appeared Lewis T. Roberts, who acknowledged himself to be the Chief Administrative Officer for Montgomery County, Maryland, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

[Signature]
Notary Public

My Commission expires July 1, 1990
Howard M. Smith, Clerk
Circuit Court for Montgomery County, Maryland
Courthouse
Rockville, Maryland 20850

Re: CIP PROJECT NO. 66-337
Muddy Branch Road
National Bureau of Standards

Aug 19, 1985

Dear Mr. Smith:

Please record the attached document on behalf of Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

CLYDE H. SORRELL
COUNTY ATTORNEY

Linda D. Berk
Associate County Attorney

LDB:5g
2P
Attachment
CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT AND COVENANT ("Conservation Agreement") is made this 23rd day of February, 2000, by and between GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C., a Delaware limited liability company (hereinafter referred to as "Owner"); and the CITY OF GAITHERSBURG, MARYLAND (hereinafter referred to as the "City").

A. Owner is the owner of certain property located within the municipal boundaries of the City of Gaithersburg, Montgomery County, Maryland, and more particularly described in Exhibit "A" attached hereto and incorporated by reference into this Conservation Agreement (the "Subject Property"). The Subject Property has an approved subdivision plan, an approved site plan, and an approved forest conservation plan for a project known as "LAKELANDS, GREAT SENECANORTH, PART 1," described in Final Site Plan Review Application L-1129, (the "Approved Plans"). These Approved Plans were approved by the Planning Commission ("Planning Commission") in accordance with City laws.

B. The Planning Commission, pursuant to Chapter 27 of the City Code, "Trees and Forest Conservation," required a minimum of 90.89 acres (the "Break-even Point") to be retained in forest; for all of the Lakelands site. The 5.85777 acres of forest shown in the Approved Plans, and as described in Exhibit "A", to be retained on the Subject Property is applicable to the minimum requirement of 90.89 acres. The required remainder of forest cover is provided for under a separate agreement.

C. The Planning Commission approved the Approved Plans conditioned upon a requirement that the Subject Property be encumbered by a forest conservation easement running in favor of the City.

D. The purpose of this Conservation Agreement, and the easement and covenant established pursuant to it, is to protect existing and future forest cover, individual trees, streams and adjacent buffer areas, and wetlands and other sensitive natural
features, and to maintain existing natural conditions to protect plant habitats, water quality and wildlife. Furthermore, the purpose of this Conservation Agreement, and the easement and covenant established pursuant to it, includes the preservation of the natural beauty of the property subject to this easement and the prevention of any alteration or destruction that will tend to mar or detract from such natural beauty. The purpose also includes the protection and preservation of natural features on the Subject Property, consistent with the terms and conditions of the Approved Plans and applicable law.

E. The parties intend for the conditions and covenants contained within this Conservation Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Subject Property, including the City, should the City become an owner of any part of the Subject Property. The parties also intend that a servitude be placed upon the Subject Property to create a conservation benefit in favor of the City.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following:

1. The recitals set forth are incorporated by reference into this Conservation Agreement.

2. Owner grants to the City, in perpetuity, a conservation easement on the Subject Property, the size and location of which is described in the metes and bounds description and sketch attached to and incorporated by reference into this Conservation Agreement as Exhibit "A". The conservation easement granted pursuant to this Conservation Agreement constitutes a covenant running with title to the Subject Property and is granted to preserve, protect and maintain the general topography and natural character of the Subject Property. Owner, its successors and assigns, will abide by the following restrictions on the Subject Property:

   a. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without a permit from the City. Dead, diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage only with a permit unless the issuance of a permit is not practical in an emergency situation. Pruning of tree limbs
and shrubs shall be allowed upon issuance of a permit by the City Manager of Gaithersburg. Issuance of permits for allowed activities shall not be unreasonably withheld by the City.

b. No plant materials (including, but not limited to brush saplings, undergrowth, weeds and vines) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of a forest management plan approved by the City. Noxious weeds and exotic plants (limited to those weeds defined as "noxious" under Maryland State or City laws or regulations) may be removed as required by law. Vegetation removal shall be limited to noxious weeds and exotic plants only, and protective measures must be taken to protect nearby trees and shrubs.

c. No mowing, agricultural activities, including vegetable gardens, or cultivation shall occur. Owner may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Maryland. The ground plane may be maintained with native shrubs and ground cover, native non-aggressive grasses, herbaceous material or hardwood mulch except that no mulch shall be placed on slopes with a grade greater than fifteen percent (15%).

d. Nothing in this Conservation Agreement precludes activities necessary to implement the approved afforestation or reforestation element shown on the Approved Plans, including maintenance of afforestation/reforestation area and replacement of dead trees within such areas.

e. The following activities may not occur at any time on the Subject Property:

1. Construction, excavation or grading, except that such activities shall be permitted in order to abandon and remove any existing water and sewer lines in accordance with the Approved Plans. Any land so excavated, graded or constructed upon shall be restored to its natural pre-existing grade, condition and ground cover.
2. Erection of any building or structural improvements on, below or above ground, including (but no limited to) sheds, dog pens, play equipment and retaining walls.

3. Construction of any roadway or private drive.

4. Activities which in any way could alter or interfere with the natural ground cover or drainage unless shown on the Approved Plans.

5. Industrial or commercial activities and the storage of any hazardous contaminants.

6. Timber cutting, unless conducted pursuant to an approved forest management plan by the City.

7. Location of any component of a septic system.

8. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.

9. Diking, dredging, filling or removal of wetlands.

10. Pasturing of livestock and storage of manure or any other soil.

f. Notwithstanding any provision in this Conservation Agreement to the contrary, any feature shown on an Approved Plan is allowed to exist on the Subject Property including, but no limited to, pathways, utilities, water, sanitary sewer and storm drain connections, and subdivision entrance feature, to include installation, maintenance, repair and replacement of the same.

g. No dumping of unsightly or offensive man-made materials, including trash, construction materials and debris, and no dumping of ashes, sawdust or grass clippings shall occur.
h. Fences consistent with the purposes of this Conservation Agreement may be erected only after written approval from the City.

i. All rights reserved by or not prohibited to Owner shall be exercised so as to prevent or minimize damage to the forest and trees, streams, and water quality, plant and wildlife habitats, and the natural topographic character of the Easement Area.

j. City representatives may enter upon the Subject Property for the purpose of making periodic inspections to ascertain whether Owner has complied with the restrictions and conditions established in this Conservation Agreement. The Conservation Agreement does not restrict or enlarge access to the public in common open space held under community or homeowner association control beyond the access rights created by the association’s covenants and bylaws.

3. Owner shall make specific references to this Conservation Agreement in a separate paragraph of any subsequent deed, sales contract, mortgage or other legal instrument by which any interest in the Subject Property is conveyed (including a lease agreement).

4. The approval of the Approved Plans for the Subject Property anticipated and reflected the installation of pedestrian paths. No provision in this Conservation Agreement shall prohibit the installation or required maintenance associated with these planned facilities, nor shall this Conservation Agreement prohibit the installation of additional pathways as approved by the City.

5. Nothing in this Conservation Agreement shall prevent construction or maintenance of stormwater "safe conveyance" facilities and structures and/or other utilities, on, over, or under the Subject Property, if said structures, facilities, or utilities are shown on the Approved Plans and approved by the City and all other appropriate governing agencies.
6. Nothing in this Conservation Agreement shall prevent installation of sediment control measures, grading, ground stabilization and pathway installation as shown on the Approved Plans and as required by the City.

7. Nothing in this Conservation Agreement shall prevent the mowing of stormwater management embankments as required by the City nor shall they prevent the mowing of any grass strip along the pedestrian paths within the Easement Area.

8. Markers or monuments shall be installed and maintained in order to delineate the boundaries of the conservation easement created by this Conservation Agreement. Markers shall be installed as shown on Approved Plans.

9. No failure on the part of the City to enforce any covenant or provision of this Conservation Agreement shall waive the City’s right to enforce any covenant within this Conservation Agreement.

10. It is the intention of Owner and City that the provisions of this Conservation Agreement shall be enforceable by the City, by an entity known as the Lakelands Community Association. Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Conservation Agreement, the parties authorized to enforce the provisions of this Conservation Agreement shall have the right to enforce the provisions of this Conservation Agreement shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time) or by injunction or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, court costs and reasonable attorney fees.
11. All written notices required by this Conservation Agreement shall be sent to the following:

If to Gaithersburg Community Associates, L.L.C.:

Gaithersburg Community Associates, L.L.C.
c/o Natelli Communities
800 West Diamond Avenue
Suite 300
Gaithersburg, MD 20878

to City:

The City of Gaithersburg, Maryland
31 South Summit Avenue
Gaithersburg, MD 20877

12. This Conservation Agreement shall automatically expire and be of no further force and effect unless record plat or plats covering the Subject Property, and referring to this Conservation Agreement, are recorded among the Land Records of Montgomery County, Maryland within sixty (60) days from the date of recordation of this Conservation Agreement.

IN WITNESS WHEREOF, the parties have signed this Conservation Agreement on the day and year indicated above.

ATTEST/WITNESS:

GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.,
A Delaware limited liability company
By: NGO, L.L.C.,
a Maryland limited liability company
By: Natelli Communities Limited Partnership, Member
By: Natelli Communities, Inc., general partner

[Signatures]

CITY OF GAITHERSBURG
By: [Signature]
[City Manager]
STATE OF MARYLAND        : ss.
COUNTY OF Montgomery     :

I HEREBY CERTIFY that on this 11th day of February, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas A. Natelli, president of Natelli Communities, Inc., and acknowledged the foregoing instrument to be his act.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission Expires: 9-1-00

STATE OF MARYLAND        : ss.
COUNTY OF :

I HEREBY CERTIFY that on this 24th day of February, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David S. Hampton of The City of Gaithersburg, Maryland and acknowledged the foregoing instrument to be the act of the City of Gaithersburg, Maryland.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission Expires: March 13, 2000

Doris Renee Stokes
Notary Public State of Maryland
County of Montgomery
My Commission Expires March 13, 2000
PARCEL I.D. NO.: 9-3116090

OWNER: GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.
C/O NATELLI COMMUNITIES 806 WEST DIAMOND AVENUE SUITE 300 GAITHERSBURG MARYLAND 20878

CITY: CITY OF GAITHERSBURG 31 SOUTH SUMMIT AVE GAITHERSBURG, MD 20877

STREET ADDRESS: N/A

After recording please see that the original of the foregoing instrument is mailed (additional $0.50 cost)

To: Rodgers & Associates, Inc.  
P.O. Box 1532  
Rockville, Maryland 20849  
Attn: Timothy Quinn
EXHIBIT "A"

DESCRIPTION OF
A CONSERVATION EASEMENT
ACROSS THE PROPERTY OF
GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.
CITY OF GAITHERSBURG
(9TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being three strips or parcels of land running in, through, over and across part of the property conveyed to Gaithersburg Community Associates, L.L.C., a Delaware Limited Liability Company, from National Geographic Society, a District of Columbia Non-Profit Corporation, by a deed dated August 30, 1995, and recorded among the Land Records of Montgomery County, Maryland in Liber 13602 at Folio 332 and being more particularly described as follows:

PART ONE:

Beginning for the same at a point at the beginning of the thirteenth (13th) or South 59° 13' 17" East, 696.91 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332; thence running with part of said 13th deed line and binding on the southerly outline of Parcel A, Block A, as shown on a plat of subdivision entitled "PARCEL A, BLOCK A, TIMBERBROOK" and recorded among the aforesaid Land Records in Plat Book 172 as Plat 19294 the following course and distance:

1. South 59° 13' 17" East, 215.39 feet to a point; thence leaving said deed line and running across Part Two (East Parcel) as described in said deed recorded in Liber 13602 at Folio 332 the following six (6) courses and distances
2. South 19° 24' 28" West, 35.70 feet to a point; thence
3. South 59° 13' 17" East, 110.86 feet to a point; thence
4. South 29° 53' 02" West, 73.51 feet to a point; thence
5. South 88° 44' 56" West, 236.42 feet to a point; thence
6. 251.51 feet along the arc of a curve deflecting to the left, having a radius of 1762.02 feet (chord: North 16° 31' 46" West, 251.30 feet) to a point; thence
7. North 69° 22' 53" East, 81.25 feet to the Point of Beginning; containing 55329 square feet or 1.27017 acres of land, more or less.

PART TWO:

Beginning for the same at a point on the thirteenth (13th) or South 59° 13' 17" East, 696.91 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332, distant 368.75 feet from the beginning thereof; thence running with part of said 13th deed line and part of the 14th deed line of Part Two (East Parcel) and binding on the southerly outline of Parcel A, Block A, as shown on a plat of subdivision entitled "PARCEL A, BLOCK A, TIMBERBROOK" and recorded among the aforesaid Land Records in Plat Book 172 as Plat 19294 the following two (2) courses and distances

1. South 59° 13' 17" East, 328.16 feet to a point; thence
2. South 89° 26' 10" East, 615.56 feet to a point; thence leaving said 14th deed line and running across Parcel Two (East Parcel) the following course and distance
3. South 00° 33' 50" West, 140.02 feet to the beginning of the twentieth (20th) or South 88° 44' 56" West, 700.00 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332; thence running with the said 20th deed line and binding on the northerly outline of the property acquired by the United States of America in Civil Case Nos. 7458 and 8378 the following course and distances

4. South 88° 44' 56" West, 700.00 feet to a point; thence leaving said 20th deed line and running across Parcel Two (East Parcel) the following three (3) courses and distances

5. North 09° 41' 38" East, 103.18 feet to a point; thence

6. North 59° 13' 17" West, 298.65 feet to a point; thence

7. North 29° 53' 02" East, 86.20 feet to the Point of Beginning; containing 128868 square feet or 2.95839 acres of land, more or less.

PART THREE:

Beginning for the same at a point on the thirty-first (31st) or North 89° 32' 56" West, 1940.02 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332, distant 1139.92 feet from the beginning thereof; thence running with part of said 31st deed line and binding on the northerly lines of 2 plats of subdivision entitled "AMBERFIELD" and recorded among the aforesaid Land Records in Plat Book 131 as Plat No. 15257 and Plat Book 136 as Plat No. 15739; the following course and distance
1. North 89° 32' 56" West, 749.62 feet to a point; thence leaving said 31st deed line and running across Parcel Two (East Parcel) the following seven (7) courses and distances

2. 72.75 feet along the arc of a curve deflecting to the right, having a radius of 2166.83 feet (chord: North 06° 39' 08" West, 72.74 feet) to a point; thence

3. 47.76 feet along the arc of a curve deflecting to the left, having a radius of 366.00 feet (chord: North 72° 44' 09" East, 47.73 feet) to a point; thence

4. 82.71 feet along the arc of a curve deflecting to the left, having a radius of 255.00 feet (chord: North 59° 42' 17" East, 82.35 feet) to a point; thence

5. 65.70 feet along the arc of a curve deflecting to the left, having a radius of 178.00 feet (chord: South 78° 58' 30" East, 65.33 feet) to a point; thence

6. South 89° 32' 56" East, 218.34 feet to a point; thence

7. South 00° 27' 04" West, 41.82 feet to a point; thence

8. South 89° 32' 56" East, 359.82 feet to a point; thence binding on the westerly or North 00° 27' 04" East, 80.00 foot line of Parcel 1A as shown on a plat of subdivision entitled "AMBERFIELD - PARCEL 1A - MUDDY BRANCH SQUARE" and recorded among the aforesaid Land Records in Plat Book 187 as Plat No. 20633 the following course and distance
9. South 00° 27' 04" West, 75.00 feet to the Point of Beginning; containing 70968 square feet or 1.62921 acres of land, more or less.

This description has been prepared by Rodgers and Associates, Inc., Job No. 654-AC and is in the datum of the Washington Suburban Sanitary Commission.
PART TWO
CONSERVATION EASEMENT

128868 S.F. OR 2.95839 AC.

UNITED STATES OF AMERICA
CIVIL CASES 7458 & 8378
(TRACT A-101)

SKETCH OF A
CONSERVATION EASEMENT
PART TWO

ACROSS THE PROPERTY OF
GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 100' JANUARY, 2000

JOB NO.: 654AC
DECLARATION OF EASEMENT FOR TREE MAINTENANCE

THIS DECLARATION OF EASEMENT FOR TREE MAINTENANCE ("Easement") is made this 1st day of May, 2001, by and between the National Institute of Standards and Technology ("Declarant") and Lakelands Ridge Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Montgomery County, Maryland, described on Exhibit "A" attached hereto and incorporated herein (the "NIST Property"); and

WHEREAS, the Association is the owner of certain common area parcels of real property adjoining the NIST Property and its members are the owners of the residential subdivided lots which adjoin the NIST Property (the property owned by the Association and its members, hereinafter, the "Community"); and

WHEREAS, Section 10.3 of the Declaration of Covenants, Conditions and Restrictions, Lakelands Ridge Homeowners Association, dated June 21, 2000 and recorded among the Land Records of Montgomery County, Maryland in Liber 18640, folio 080, provides, in pertinent part, that the Association shall maintain, if required by any easement or agreement to which the Association is a party or a beneficiary, or its Members are beneficiaries, the area described in such easement or agreement; and

WHEREAS, with the permission of NIST, the developer of the Community has planted, upon the NIST Property, certain trees (the "Trees") which are to be owned, maintained and replaced, as necessary, by the Association; and

WHEREAS, Declarant desires to grant a non-exclusive easement over that portion of the NIST Property upon which the Trees have been planted (the "Easement Area"), for the benefit of the Association for the maintenance and care of the trees located therein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby subjects the Easement Area to the following provisions:

1. A non-exclusive easement for the maintenance and care of the Trees is hereby created over the Easement Area for the benefit of the Association, subject to the terms hereinafter set forth.
2. This grant of easement shall run with the land and shall be binding on NIST, its successors and assigns, and shall inure to the benefit of, and shall be binding on the Association, its successors and assigns.

3. The property within the Easement Area will be used by the Association only for the maintenance and care of the Trees and for no other purpose. No person acting on behalf of, or at the behest of the Association shall enter onto the Easement Area unless such entry is for the sole purpose of maintaining, removing or replacing the Trees.

5. The Association shall be responsible to maintain, repair and replace, as it deems necessary, in its reasonable discretion, the Trees within the Easement Area, all at its sole cost and expense.

6. Notwithstanding anything herein to the contrary, neither the Association, nor its members shall disturb any of the public utility lines within the Easement Area and no improvements shall be constructed and no grading, excavating or other activity shall be performed within the Easement Area.

7. The maintenance and replacement of the Trees shall only be performed only by licensed companies which perform such maintenance and replacement as their primary commercial activity.

8. The Association shall indemnify NIST against all liability for injury to itself, its employees or contractors, or for damage to its property, or to others or their property, when such injury or damage shall result from, arise out of, or be attributable to, any action undertaken by the Association in accordance with the terms of this Easement.

9. In the event that the Association does not, in the reasonable judgment of NIST, properly maintain the Trees, or remove and/or replace any of the Trees which are damaged or destroyed, NIST shall have the right, but not the obligation, to maintain, remove or replace such Trees. Provided that NIST has given notice to the Association of its intention to effect such maintenance, removal or replacement, and has afforded the Association a period of fifteen (15) days to effect such maintenance, removal or replacement, NIST may charge the cost of such maintenance, removal or replacement to the Association.

IN WITNESS WHEREOF, the Declarant and the Association have executed and acknowledged this Easement, on the day and year first above written.
WITNESS: 

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

BY: 

M. Reynolds

BY: 

Stephen A. Eckert, President

LAKELANDS RIDGE HOMEOWNERS ASSOCIATION, INC.

STATE OF MARYLAND, FREDERICK COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of April, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared before me, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that (s)he is the Deputy Director of the National Institute of Standards and Technology, and that (s)he, being authorized so to do, executed the same, for the purposes therein contained, by signing his/her name as marcia mateo thereof and further acknowledged, in his capacity as Deputy Director Administration, the same to be the free act (and deed) of the National Institute of Standards and Technology.

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

My Commission Expires:

July 1, 2002
STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of May, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEPHEN A. ECKERT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that he is the President of Lakelands Ridge Homeowners Association, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as President thereof, and further acknowledged, in his capacity as President, the same to be the free act (and deed) of Lakelands Ridge Homeowners Association, Inc.

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

My Commission Expires 10/1/04

ATTORNEY’S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by her or under her supervision.

Donna M. McMillan

Tax Identification No. 9-00821711
DESCRIPTION OF A
10' LANDSCAPE MAINTENANCE EASEMENT
NIST PROPERTY
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land running in, through, over and across Tract A-101; being a part of the property acquired by the United States of America by Civil Case No. 7458 and No. 8378 in the United States District Court for the District of Maryland, and being more particularly described as follows:

Beginning for the same at a point at the end of the fourth or South 06° 42' 45" West, 193.00 foot line of Tract No. A-101, as described in the aforesaid Civil Case No. 7458, said point also being the northerly end of the North 01° 15' 04" West, 193.00 foot plat line as shown on a plat of subdivision entitled "PLAT 36 - LAKELANDS" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21375; thence running with said fourth line and said plat line

1. South 01° 15' 04" East, 193.00 feet to a point; thence running with the fifth or North 83° 17' 15" West, 554.00 foot line of said Tract No. A-101 and the northerly lines of said Plat 36 - Lakelands and Plat 35 - Lakelands, said Plat 35 recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21374

2. South 88° 44' 56" West, 554.00 feet to a point; thence running with a portion of the sixth or North 06° 42' 45" East, 189.00 foot line of said Tract No. A-101 and continuing with the northerly lines of said Plat 35 - Lakelands
3. North 01° 15' 04" West, 119.00 feet to a point at the end of the South 06° 42' 45" West, 70.00 foot line of Tract No. A-101-3, as described in the aforesaid Civil Case No. 8378; thence running with the second or North 83° 17' 15" West, 179.00 feet of said Tract No. A-101-3 and the northerly lines of Plat 35 - Lakelands and a portion of the northerly lines of Plat 34 - Lakelands, said Plat 34 - Lakelands recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21373.

4. South 88° 44' 56" West, 179.00 feet to a point; thence running with the North 06° 42' 45" East, 70.00 foot line of said Tract No. A-101-3 and the eighth or North 06° 42' 45" East, 415.00 foot line of said Tract No. A-101 and the easterly lines of Plat 51 - Lakelands, said Plat 51 - Lakelands recorded among the Land Records of Montgomery County, Maryland as Plat No. 21503.

5. North 01° 15' 04" West, 485.00 feet to a point; thence running with a portion of the ninth or South 83° 17' 15" East, 700.00 foot line of said Tract No. A-101.

6. North 88° 44' 56" East, 10.00 feet to a point; thence running across the property of the United States of America the following six (6) courses and distances.

7. South 01° 15' 04" East, 475.00 feet to a point; thence

8. North 88° 44' 56" East, 179.00 feet to a point; thence

9. South 01° 15' 04" East, 119.00 feet to a point; thence

10. North 88° 44' 56" East, 534.00 feet to a point; thence
11. North 01° 15' 04" West, 183.00 feet to a point; thence

12. North 88° 44' 56" East, 10.00 feet to the Point of
    Beginning; containing 15100 square
    feet or 0.34665 acres of land.

This description has been prepared by Rodgers and Associates,
Inc., Job No. 654AC2 and is in the datum of the Washington
Suburban Sanitary Commission as established on the aforesaid Plats
34 through 36 and 51 - Lakelands.
Note this 7th day of August, 1966, between the United States of America, hereinafter referred to as the Government, acting by and through the Director of the National Bureau of Standards (NBS), Department of Commerce, and the Montgomery County Government, Department of Transportation, Montgomery County, Maryland, hereinafter referred to as the Grantee.

WHEREAS, the Government is the owner in fee simple of two (2) parcels of land described as Parcels 1 and 2 below and situated at Gaithersburg, Montgomery County, Maryland,

WHEREAS, Parcel of land number 1 was acquired by the Government by a Declaration of Taking signed by the Administrator of General Services on July 6, 1956, and filed in condemnation proceeding Civil Docket No. 8042, July 6, 1956, in Baltimore, Maryland;

WHEREAS, Parcel of land number 2 was acquired by the Government by a Declaration of Taking at the request of the Secretary of the Army on June 15, 1954, and filed in condemnation proceeding Civil Docket No. 7458, January 6, 1956.

WHEREAS, the Grantee has requested the conveyance to it of a permanent easement on, through, and across the portion of NBS land along Muddy Branch Road as more particularly described herein, for the reconstruction, realignment and widening of Muddy Branch Road (hereafter referred to as the construction);

WHEREAS, this construction will be a benefit to the citizens of the State of Maryland and to the employees of NBS and is also intended to be for the increased safety of all people using that section of Muddy Branch Road;

WHEREAS, an easement for said construction and for the maintenance of Muddy Branch Road will not be detrimental to the operation of NBS or adverse to the interests of the Government.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That as the Secretary of Commerce is authorized under section 15(b) of the Act of March 3, 1901, as amended (15 U.S.C. 278o(b)), to undertake the care, maintenance, protection, repair, and alteration of property used in the performance of the functions of the National Bureau of Standards and that under Public Law 87-852, dated October 23, 1962 (40 U.S.C. 319-319c), the Secretary of Commerce is authorized to grant easements for the property under the control of the Department of Commerce; and such authority
being delegated to me as Director of the National Bureau of Standards under section 4.01 of Department of Commerce Administrative Order 217-12, the Government hereby grants to the Grantee, its successors and assigns, a permanent easement for the reconstruction, realignment, widening and maintenance of Nelly Branch Road in, through, and along the following described strip of land located in the 9th Election District of said Montgomery County, Maryland, known as the National Bureau of Standards (NBS) tract, and constituting part of the above mentioned Government-owned parcels of land:

Parcel No. 1: Beginning at monument no. 7 on the NBS property line and thence along NBS property line bearing South 15 degrees 28 minutes 27 seconds West 250.14 feet, to a point; thence along the following courses and distances: South 25 degrees 15 minutes 12 seconds West 249.96 feet; South 64 degrees 44 minutes 48 seconds East 25 feet; and South 25 degrees 13 minutes 44 seconds West 190.40 feet, to a point; thence continuing on an arc of a circle having a radius of 258.94 feet convex easterly a distance of 88.86 feet, the chord of said arc being 88.44 feet bearing South 35 degrees 03 minutes 43 seconds West, to a point; thence continuing on a line bearing South 44 degrees 53 minutes 41 seconds West 599.55 feet, to a point; thence continuing on an arc of a circle having a radius of 3,804.72 feet convex southwardly a distance of 305.57 feet, the chord of said arc being 305.41 feet bearing South 47 degrees 47 minutes 53 seconds West, to a point; thence continuing on a line bearing South 50 degrees 42 minutes 04 seconds West 1,026.24 feet, to a point; thence continuing on an arc of a circle having a radius of 1,363.14 feet convex westwardly a distance of 181.83 feet, the chord of said arc being 181.70 feet bearing South 46 degrees 52 minutes 47 seconds West, to a point; thence continuing on a line South 43 degrees 03 minutes 30 seconds West 307.76 feet, to a point; thence continuing on a arc of a circle having a radius of 709.49 feet convex westwardly a distance of 248.95 feet, the chord of said arc being 247.67 feet bearing South 33 degrees 00 minutes 23 seconds West, to a point; thence continuing on a line South 22 degrees 57 minutes 15 seconds West, 529.65 feet, to a point; thence continuing on an arc of a circle having a radius of 833.51 feet convex westwardly a distance of 153.06 feet, the chord of said arc being 152.85 feet bearing South 17 degrees 41 minutes 36 seconds West, to a point; thence along the following courses and distances: South 12 degrees 25 minutes 57 seconds West 195.04 feet and South 85 degrees 30 minutes 17 West 69.98 feet, to a point; thence continuing on an arc of a circle having a radius of 4,843.66 feet convex westwardly
a distance of 585.58 feet, the chord of said arc being 585.19 feet bearing North 19
degrees 48 minutes 20 seconds East, to a point; thence continuing on an arc of a
circle having a radius of 2,621.13 feet convex westwardly a distance of 1,249.68
feet, the chord of said arc being 1,237.89 feet bearing North 37 degrees 04 minutes
37 seconds East, to a point; thence along the following courses and distances;
North 50 degrees 44 minutes 07 seconds East 583.48 feet; North 39 degrees 15
minutes 53 seconds West 12 feet; North 50 degrees 44 minutes 07 seconds East 222.39
feet; and North 53 degrees 42 minutes 27 seconds East 177.91 feet, to a point;
thence continuing on an arc of a circle having a radius of 3,791.55 feet convex
eastwardly a distance of 1,539.57 feet, the chord of said arc being 1,529.02 feet
bearing North 36 degrees 54 minutes 38 seconds East, to a point; thence continuing
on an arc of a circle having a radius of 2,840.46 feet, convex eastwardly a distance
124.65 feet, the chord of said arc being 124.64 feet bearing North 24 degrees 01
minutes 14 seconds East, to a point on the NBS property line; thence continuing
along said property line bearing South 20 degrees 51 minutes 41 seconds East 6.19
feet, to monument no. 7, on the NBS property line, containing a total area of
219,227 square feet as shown on RIGHT-OF-WAY PLAT NO. 1, SEVEN, EIGHT, NINE, TEN,
ELEVEN, TWELVE and THIRTEEN, MUDDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION
DISTRICT NO. 9, MONTGOMERY COUNTY, MD.

Parcel No. 2: Beginning at a point on the eastward property line of the NBS Annex
(formerly, NINE Site-42) 19.26 feet southwardly of the Northeast corner of the NBS
Annex property and thence along the following courses and distances; South 18
degrees 36 minutes 53 seconds East 270.30 feet; South 18 degrees 33 minutes 31
seconds East 447.08 feet; and North 19 degrees 01 minutes 06 seconds West 602.41
feet, to a point; thence continuing on an arc of a circle having a radius of
1,205.92 feet convex westwardly a distance of 115.12 feet, the chord of said arc
being 115.08 feet bearing North 16 degrees 17 minutes 01 seconds West, to the point
of beginning, containing a total area of 1,818 square feet, as shown on
RIGHT-OF-WAY PLAT NO. 1, FOUR AND FIVE, MUDDY BRANCH ROAD, C.I.P. PROJECT NO.
663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MD.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction and maintenance of Muddy
Branch Road shall be done without cost or expense to NBS or the Depart-
ment of Commerce. The construction shall be carried out in accordance
with Montgomery County Department of Transportation construction drawings numbers 12, 13, 15, 16, 17, 18, 19, and 20 of 61 drawings of Project No. 663899, signed by Robert C. Merryman, Chief, Division of Transportation Engineering, and Robert E. McGarry, Director, Department of Transportation, dated 5/29/86 which drawings are hereby incorporated by reference.

2. The Grantee agrees that:
   a. This construction, utilizing property granted by this easement, shall be completed not later than three years following the commencement of the work referred to in this easement except that final grading and reseeding of the area disturbed shall be governed by the terms set forth in paragraph 3 below;
   b. The County and its contractors will not burn any trash, brush, debris, etc., on the NBS property but will instead remove at its expense from NBS property such trash, brush, debris, etc., resulting from construction.

3. Any areas of NBS grounds not included as part of this easement that are disturbed by the construction or other incidental or maintenance work, including paved areas, shall be promptly restored to their original condition by the Grantee upon completion of such work, at a time agreeable to the Chief of the Plant Division, NBS.

4. The Grantee, at no cost to the Government, shall maintain Muddy Branch Road in good condition and shall promptly make all repairs thereto which may be necessary, including repairs to the Government’s road and other property which may have been damaged in connection with the aforementioned construction.

5. If at any time the Director of NBS shall determine that continued operation and maintenance of the reconstructed road constitutes an unreasonable interference with the scientific and technical functions of NBS, written notice thereof shall be given to the Grantee. Upon receipt of such notice, Grantee shall enter into discussions with the Director of NBS or the Director’s designee to explore ways and means of eliminating such interference or to reduce it to levels acceptable to the Director of NBS. If, at the end of six months following the date of the Director’s written notice to Grantee, the interference is still deemed unreasonable
by the Director of NBS, the Government shall have the right, without
liability to the Government, to terminate the easement by giving thirty
(30) days written notice of such intention to the Grantee subject to such
rights as the Grantee might have at law.

6. The Grantee agrees to indemnify the Government, its officers, agents, and
employees against any liability for loss, injury or damage, sustained by
reason of the use of the easement premises by Grantee for its activities.

7. The easement shall terminate upon abandonment of the rights granted
herein or upon nonuse of such rights for a period of six (6) consecutive
months. Written notice of termination by reason of such abandonment or
nonuse shall be given to the Grantee, or its successors or assigns, and
such termination shall be effective as of the date of the notice of
termination.

8. Upon termination of the easement granted herein, if desired by the
Government, the Grantee, at its expense, shall remove any or all
improvements installed or constructed hereunder, and restore the premises
to the same as good condition as that which existed prior to the
exercise of the Grantee of its rights hereunder, such restoration to be
effectuated to the satisfaction of the Chief of the Plant Division, NBS.

Ernest Ambler
Director
National Bureau of Standards
U. S. Department of Commerce

Lewis T. Roberts
Chief Administrative Officer
Montgomery County Government

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 7th day of August, 1966,
personally appeared Ernest Ambler, Director, National Bureau of
Standards, U. S. Department of Commerce, known to me as said person, and he acknowledged that his execution of the
aforegoing easement was his voluntary deed and act.

My commission Expires: July 1, 1970

[Signature]
State of Maryland,  
County of Montgomery  

On this 30th day of July, 1986,  
before the undersigned officer, personally appeared  
Lewis T. Roberts, who acknowledged himself to be the  
Chief Administrative Officer for Montgomery County,  
Maryland, and that he, as such officer, being authorized  
thereby, executed the foregoing instrument for the  
benefit contained therein.  

Carol A. Hayman  
Notary Public  

My Commission expires: My Commission Expires July 1, 1990
Aug 19, 1985

Howard M. Smith, Clerk
Circuit Court for Montgomery County, Maryland
Courthouse
Rockville, Maryland 20850

Re: CIP PROJECT NO. 66-33-77
Muddy Branch Road
National Bureau of Standards

Dear Mr. Smith:

Please record the attached document on behalf of Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

CLYDE H. SORRELL
COUNTY ATTORNEY

Linda D. Berk
Associate County Attorney

LDB:sg
2P
Attachment
DECLARATION OF EASEMENT FOR TREE MAINTENANCE

THIS DECLARATION OF EASEMENT FOR TREE MAINTENANCE ("Easement") is made this 1st day of May, 2001, by and between the National Institute of Standards and Technology ("Declarant") and Lakelands Ridge Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Montgomery County, Maryland, described on Exhibit "A" attached hereto and incorporated herein (the "NIST Property"); and

WHEREAS, the Association is the owner of certain common area parcels of real property adjoining the NIST Property and its members are the owners of the residential subdivided lots which adjoin the NIST Property (the property owned by the Association and its members, hereinafter, the "Community"); and

WHEREAS, Section 10.3 of the Declaration of Covenants, Conditions and Restrictions, Lakelands Ridge Homeowners Association, dated June 29, 2000 and recorded among the Land Records of Montgomery County, Maryland in Liber 18640, folio 080, provides, in pertinent part, that the Association shall maintain, if required by any easement or agreement to which the Association is a party or a beneficiary, or its Members are beneficiaries, the area described in such easement or agreement; and

WHEREAS, with the permission of NIST, the developer of the Community has planted, upon the NIST Property, certain trees (the "Trees") which are to be owned, maintained and replaced, as necessary, by the Association; and

WHEREAS, Declarant desires to grant a non-exclusive easement over that portion of the NIST Property upon which the Trees have been planted (the "Easement Area"), for the benefit of the Association for the maintenance and care of the trees located therein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby subjects the Easement Area to the following provisions:

1. A non-exclusive easement for the maintenance and care of the Trees is hereby created over the Easement Area for the benefit of the Association, subject to the terms hereinafter set forth.
2. This grant of easement shall run with the land and shall be binding on NIST, its successors and assigns, and shall inure to the benefit of, and shall be binding on the Association, its successors and assigns.

3. The property within the Easement Area will be used by the Association only for the maintenance and care of the Trees and for no other purpose. No person acting on behalf of, or at the behest of the Association shall enter onto the Easement Area unless such entry is for the sole purpose of maintaining, removing or replacing the Trees.

5. The Association shall be responsible to maintain, repair and replace, as it deems necessary, in its reasonable discretion, the Trees within the Easement Area, all at its sole cost and expense.

6. Notwithstanding anything herein to the contrary, neither the Association, nor its members shall disturb any of the public utility lines within the Easement Area and no improvements shall be constructed and no grading, excavating or other activity shall be performed within the Easement Area.

7. The maintenance and replacement of the Trees shall only be performed only by licensed companies which perform such maintenance and replacement as their primary commercial activity.

8. The Association shall indemnify NIST against all liability for injury to itself, its employees or contractors, or for damage to its property, or to others or their property, when such injury or damage shall result from, arise out of, or be attributable to, any action undertaken by the Association in accordance with the terms of this Easement.

9. In the event that the Association does not, in the reasonable judgment of NIST, properly maintain the Trees, or remove and/or replace any of the Trees which are damaged or destroyed, NIST shall have the right, but not the obligation, to maintain, remove or replace such Trees. Provided that NIST has given notice to the Association of its intention to effect such maintenance, removal or replacement, and has afforded the Association a period of fifteen (15) days to effect such maintenance, removal or replacement, NIST may charge the cost of such maintenance, removal or replacement to the Association.

IN WITNESS WHEREOF, the Declarant and the Association have executed and acknowledged this Easement, on the day and year first above written.
WITNESS:  

[Signature]

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  

By:  

[Signature]  

Marilyn Matos  
Printed Name  
Deputy Director Admin, Title  

LAKELANDS RIDGE HOMEOWNERS ASSOCIATION, INC.  

By:  

[Signature]  

M. Reynolds  
Printed Name  
Stephen A. Eckert, President  
Charles F. Sullivan  

STATE OF Maryland, Frederick COUNTY, to wit:  

I HEREBY CERTIFY that on this 24th day of April, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that (s)he is the Deputy Director of the National Institute of Standards and Technology, and that (s)he, being authorized so to do, executed the same, for the purposes therein contained, by signing his/her name as Deputy Director, for the same to be the true act (and deed) of the National Institute of Standards and Technology.

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

[Signature]

NOTARY PUBLIC  
Jeanmarie Bartlett  
Printed Name  

My Commission Expires:  

July 1, 2002
STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of May, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STEPHEN J. COKERT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that he is the President of Lakelands Ridge Homeowners Association, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as President thereof, and further acknowledged, in his capacity as President, the same to be the free act (and deed) of Lakelands Ridge Homeowners Association, Inc.

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

My Commission Expires 10/1/04

ELIZABETH J. STATLER
NOTARY PUBLIC
Printed Name

ATTORNEY'S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by her or under her supervision.

Donna M. McMillan

Tax Identification No. 9-00821711
DESCRIPTION OF A
10' LANDSCAPE MAINTENANCE EASEMENT
NIST PROPERTY
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land running in, through, over and
across Tract A-101; being a part of the property acquired by the
United States of America by Civil Case No. 7458 and No. 8378 in
the United States District Court for the District of Maryland,
and being more particularly described as follows:

Beginning for the same at a point at the end of the fourth or
South 06° 42' 45" West, 193.00 foot line of Tract No. A-101, as
described in the aforesaid Civil Case No. 7458, said point also
being the northerly end of the North 01° 15' 04" West, 193.00 foot
plat line as shown on a plat of subdivision entitled "PLAT 36 -
LAKELANDS" and recorded among the Land Records of Montgomery
County, Maryland in Plat Book 197 as Plat No.21375; thence running
with said fourth line and said plat line

1. South 01° 15' 04" East, 193.00 feet to a point; thence
running with the fifth or North 83°
17' 15" West, 554.00 foot line of
said Tract No. A-101 and the
northerly lines of said Plat 36 -
Lakelands and Plat 35 - Lakelands,
said Plat 35 recorded among the Land
Records of Montgomery County,
Maryland in Plat Book 197 as Plat
No. 21374

2. South 88° 44' 56" West, 554.00 feet to a point; thence
running with a portion of the sixth
or North 06° 42' 45" East, 189.00
foot line of said Tract No. A-101
and continuing with the northerly
lines of said Plat 35 - Lakelands

LANDSCAPE MAINTENANCE EASEMENT - NIST PROPERTY

JOB NO. 654AC2
3. North 01º 15' 04" West, 119.00 feet to a point at the end of the South 06º 42' 45" West, 70.00 foot line of Tract No. A-101-3, as described in the aforesaid Civil Case No. 8378; thence running with the second or North 83º 17' 15" West, 179.00 foot of said Tract No. A-101-3 and the northerly lines of Plat 35 - Lakelands and a portion of the northerly lines of Plat 34 - Lakelands, said Plat 34 - Lakelands recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21373

4. South 88º 44' 56" West, 179.00 feet to a point; thence running with the North 06º 42' 45" East, 70.00 foot line of said Tract No. A-101-3 and the eighth or North 06º 42' 45" East, 415.00 foot line of said Tract No. A-101 and the easterly lines of Plat 51 - Lakelands, said Plat 51 - Lakelands recorded among the Land Records of Montgomery County, Maryland as Plat No. 21503

5. North 01º 15' 04" West, 485.00 feet to a point; thence running with a portion of the ninth or South 83º 17' 15" East, 700.00 foot line of said Tract No. A-101

6. North 88º 44' 56" East, 10.00 feet to a point; thence running across the property of the United States of America the following six (6) courses and distances

7. South 01º 15' 04" East, 475.00 feet to a point; thence

8. North 88º 44' 56" East, 179.00 feet to a point; thence

9. South 01º 15' 04" East, 119.00 feet to a point; thence

10. North 88º 44' 56" East, 534.00 feet to a point; thence
11. North 01° 15' 04" West, 183.00 feet to a point; thence

12. North 88° 44' 56" East, 10.00 feet to the Point of
   Beginning; containing 15100 square feet or 0.34665 acres of land.

This description has been prepared by Rodgers and Associates, Inc., Job No. 654AC2 and is in the datum of the Washington Suburban Sanitary Commission as established on the aforesaid Plats 34 through 36 and 51 - Lakelands.