<table>
<thead>
<tr>
<th>Property and Ownership Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Property Address</strong></td>
</tr>
<tr>
<td><strong>APN# / Parcel # / PIN#</strong></td>
</tr>
<tr>
<td><strong>Title Defect Category</strong></td>
</tr>
<tr>
<td><strong>Alert Note:</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Vesting Information</th>
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<tbody>
<tr>
<td><strong>Grantee(s)/Deed Owner</strong></td>
</tr>
<tr>
<td><strong>Grantor / Prior Owner</strong></td>
</tr>
<tr>
<td><strong>Instrument#</strong></td>
</tr>
<tr>
<td><strong>Consideration ($)</strong></td>
</tr>
<tr>
<td><strong>Sale Price($)</strong></td>
</tr>
<tr>
<td><strong>Notes</strong></td>
</tr>
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<table>
<thead>
<tr>
<th>Chain Of Title 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grantee(s)/Deed Owner</strong></td>
</tr>
<tr>
<td><strong>Grantor / Prior Owner</strong></td>
</tr>
<tr>
<td><strong>Instrument#</strong></td>
</tr>
<tr>
<td><strong>Consideration ($)</strong></td>
</tr>
<tr>
<td><strong>Sale Price($)</strong></td>
</tr>
<tr>
<td><strong>Notes</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Open Mortgages Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No open mortgages found.</strong></td>
</tr>
</tbody>
</table>

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Active Judgments and Liens

No active judgments or liens found.

## Property Tax Status

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Jurisdiction</th>
<th>Installment</th>
<th>Property Tax Status</th>
<th>Date (Due Paid)</th>
<th>Good Through</th>
<th>Amount($)</th>
</tr>
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<tbody>
<tr>
<td>Parcel # 9-00821711</td>
<td></td>
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<tr>
<td>2011</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2012</td>
<td>01/31/2021</td>
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<td>Delinquent</td>
<td>01/31/2013</td>
<td>01/31/2021</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2014</td>
<td>01/31/2021</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2015</td>
<td>01/31/2021</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2016</td>
<td>01/31/2021</td>
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<tr>
<td>2016</td>
<td>Combined</td>
<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2017</td>
<td>01/31/2021</td>
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<tr>
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<td>Delinquent</td>
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<td>01/31/2021</td>
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<td>Annual</td>
<td>Delinquent</td>
<td>01/31/2019</td>
<td>01/31/2021</td>
<td>16269.92</td>
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<td>Delinquent</td>
<td>01/31/2020</td>
<td>01/31/2021</td>
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<tr>
<td>2020</td>
<td>Combined</td>
<td>Annual</td>
<td>Due</td>
<td>01/31/2021</td>
<td></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>9-00821711</th>
<th>Annual Tax Amount</th>
<th>13,113.75</th>
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</thead>
<tbody>
<tr>
<td>Legal Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Year</td>
<td>Land Value($)</td>
<td>Improvements($)</td>
<td>Home Exemp($)</td>
</tr>
<tr>
<td>2018</td>
<td>2,193,600</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOA Name:</td>
</tr>
<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**

<table>
<thead>
<tr>
<th>View Map</th>
<th>View GroundRent Redemption</th>
<th>View GroundRent Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Special Tax Recapture: None</td>
<td></td>
</tr>
<tr>
<td>Account Identifier:</td>
<td>District - 09 Account Number - 00821711</td>
<td></td>
</tr>
</tbody>
</table>

**Owner Information**

<table>
<thead>
<tr>
<th>Owner Name:</th>
<th>UNITED STATES AMERICA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>C ST 18 &amp; 19TH ST NW</td>
</tr>
<tr>
<td></td>
<td>WASHINGTON DC 20006</td>
</tr>
<tr>
<td>Use:</td>
<td>Principal Residence:</td>
</tr>
<tr>
<td></td>
<td>EXEMPT</td>
</tr>
<tr>
<td>Deed Reference:</td>
<td>NO</td>
</tr>
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</table>

**Location & Structure Information**

<table>
<thead>
<tr>
<th>Premises Address:</th>
<th>MUDDY BRANCH RD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map:</td>
<td>Grid:</td>
</tr>
<tr>
<td>FS32</td>
<td>0000</td>
</tr>
<tr>
<td>Parcel:</td>
<td>Neighborhood:</td>
</tr>
<tr>
<td>P322</td>
<td>9070201.16</td>
</tr>
<tr>
<td>Subdivision:</td>
<td>Section:</td>
</tr>
<tr>
<td>0201</td>
<td>Block:</td>
</tr>
<tr>
<td>Lot:</td>
<td>Assessment Year:</td>
</tr>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Plat No:</td>
<td>Plat Ref:</td>
</tr>
</tbody>
</table>

**Town:** GAITHERSBURG

**Primary Structure Built**

- **Above Grade Living Area:**
- **Finished Basement Area:**
- **Property Land Area:** 13.7100 AC
- **County Use:** 675

**Stories:**

<table>
<thead>
<tr>
<th>Basement</th>
<th>Type</th>
<th>Exterior</th>
<th>Quality</th>
<th>Full/Half Bath</th>
<th>Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Value Information**

<table>
<thead>
<tr>
<th>Base Value</th>
<th>Value</th>
<th>Phase-in Assessments</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 01/01/2018</td>
<td>As of 07/01/2019</td>
<td>As of 07/01/2020</td>
</tr>
<tr>
<td>Land: 2,193,600</td>
<td>2,193,600</td>
<td></td>
</tr>
<tr>
<td>Improvements 0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total: 2,193,600</td>
<td>2,193,600</td>
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<tr>
<td>Preferential Land: 0</td>
<td>0</td>
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**Transfer Information**

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td>Deed1:</td>
<td>Deed2:</td>
</tr>
<tr>
<td>Seller</td>
<td>Date</td>
<td>Price</td>
</tr>
<tr>
<td>Type:</td>
<td>Deed1:</td>
<td>Deed2:</td>
</tr>
<tr>
<td>Seller</td>
<td>Date</td>
<td>Price</td>
</tr>
<tr>
<td>Type:</td>
<td>Deed1:</td>
<td>Deed2:</td>
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**Exemption Information**

<table>
<thead>
<tr>
<th>Partial Exempt Assessments:</th>
<th>Class</th>
<th>07/01/2019</th>
<th>07/01/2020</th>
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</thead>
<tbody>
<tr>
<td>County:</td>
<td>130</td>
<td>2,193,600.00</td>
<td>2,193,600.00</td>
</tr>
<tr>
<td>State:</td>
<td>130</td>
<td>2,193,600.00</td>
<td>2,193,600.00</td>
</tr>
<tr>
<td>Municipal:</td>
<td>130</td>
<td>2,193,600.00</td>
<td>2,193,600.00</td>
</tr>
</tbody>
</table>

**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>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

REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER FEE

ASSESSMENT RATE TAX/CHARGE

12,589.20

TOTAL

12,589.20

INTEREST

$524.55

TOTAL AMOUNT

$13,113.75

Amount Due by 1/31/2021

$13,113.75

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 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>MORTGAGE</th>
<th>OCCUPANCY</th>
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<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 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        ASSESSMENT  RATE  TAX/CHARGE
GAIHERSBURG STORMWATER FEE  12,589.20
TOTAL                    12,589.20

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 |

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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>
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**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></td>
<td></td>
<td>11,284.92</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>11,284.92</td>
</tr>
</tbody>
</table>

| INTEREST                              | $4,984.18   |
| TOTAL AMOUNT                          | $16,269.10  |
| Amount Due by 1/31/2021                | $16,269.10  |

**SELECT PAYMENT OPTION**

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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>
</tr>
</thead>
<tbody>
<tr>
<td>00821711</td>
<td>37072148</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

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

ASSESSMENT | RATE | TAX/CHARGE |
10,216.80

INTEREST

TOTAL AMOUNT

$6,555.78

$16,772.58

Amount Due by 1/31/2021

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>3607223S</td>
<td>MUDDY BRANCH RD</td>
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<td>NOT A PRINCIPAL RESIDENCE</td>
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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>TOTAL</td>
<td></td>
<td>8,661.84</td>
</tr>
</tbody>
</table>

INTEREST

$7,290.38

TOTAL AMOUNT

$15,952.22

Amount Due by 1/31/2021

$15,952.22

SELECT PAYMENT OPTION

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

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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
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>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

REFUSE UNIT

TAX DESCRIPTION ASSESSMENT RATE TAX/CHARGE
GAITHERSBURG STORMWATER FEE 8,036.04
TOTAL 8,036.04

INTEREST $8,370.88
TOTAL AMOUNT $16,406.92
Amount Due by 1/31/2021

SELECT PAYMENT OPTION

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

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

ACCOUNT NUMBER | BILL NO. | PROPERTY ADDRESS | MORTGAGE | OCCUPANCY
--- | --- | --- | --- | ---
00821711 | 34072369 | MUDDY BRANCH RD | UNKNOWN | NOT A PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION
CIVIL CASE 8378 WICK

LOT

BLOCK

DISTRICT | 09

SUB | 201

CLASS | R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION | ASSESSMENT | RATE | TAX/CHARGE
--- | --- | --- | ---
GAITHERSBURG STORMWATER FEE | 309.28
TOTAL | 309.28

INTEREST

TOTAL AMOUNT | $384.03 | $693.31
Amount Due by 1/31/2021 | $693.31

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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Email Address

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Montgomery County Property Tax

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

<table>
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<tr>
<th>ACCOUNT NUMBER</th>
<th>BILL NO.</th>
<th>PROPERTY ADDRESS</th>
<th>MORTGAGE</th>
<th>OCCUPANCY</th>
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<td>00821711</td>
<td>33072414</td>
<td>MUDDY BRANCH RD</td>
<td>UNKNOWN</td>
<td>NOT A PRINCIPAL RESIDENCE</td>
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PROPERTY DESCRIPTION
CIVIL CASE 8378

LOT

BLOCK

DISTRICT 09

SUB 201

CLASS R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION
GAITHERSBURG STORMWATER MGMT
TOTAL

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<th>ASSESSMENT</th>
<th>RATE</th>
<th>TAX/CHARGE</th>
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<tr>
<td>309.28</td>
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INTEREST
TOTAL AMOUNT
Amount Due by 1/31/2021

<p>| | | |</p>
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<td>$445.88</td>
<td>$755.16</td>
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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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REAL PROPERTY CONSOLIDATED TAX BILL
LEVY YEAR 2012
ANNUAL BILL
TAX PERIOD 07/01/2012-06/30/2013

ACCOUNT NUMBER | BILL NO.  | PROPERTY ADDRESS  | MORTGAGE  | OCCUPANCY
----------------|-----------|--------------------|-----------|------------------
00821711        | 32072453  | MUDDY BRANCH RD   | UNKNOWN   | NOT A PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION
CIVIL CASE 8378

LOT

BLOCK

DISTRICT

09

SUB

201

CLASS

R016

REFUSE AREA

REFUSE UNIT

TAX DESCRIPTION
WATER QUAL PROTECT CHG (NR)

ASSESSMENT | RATE | TAX/CHARGE
----------|------|---------

309.28

TOTAL

309.28

INTEREST

$507.73

TOTAL AMOUNT

$817.01

Amount Due by 1/31/2021

$817.01

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 2011
ANNUAL BILL
TAX PERIOD 07/01/2011-06/30/2012

ACCOUNT NUMBER | BILL NO. | PROPERTY ADDRESS | MORTGAGE | OCCUPANCY
--- | --- | --- | --- | ---
00821711 | 31072549 | MUDDY 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 |

TOTAL AMOUNT | $443.91
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. BUTCHCKY, 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, Situate in Montgomery County, State of Maryland, and Thomas M. Garrett, et al., No. 7498 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. BUTCHCKY
Clerk.

By [Signature]
Deputy Clerk.

RECORDED IN JUDGMENT RECORD
LIBER C. K. W. NO. 104 FOLIO 257
ONE OF THE JUDGMENT RECORDS FOR MONTGOMERY COUNTY, MARYLAND.

TEST.

[Signature]
CLERK

Filed
JUN 21 1954
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 H. GARRITY, ET AL.,
Defendants.

No. 2665 Law

CIVIL NO. 7458

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 compensa-
tion for the estate taken in the total sum of $62,680.00 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 DECEDED that the
free simple title to Tracts A-100 and A-101, subject to existing easements for public roads and highways, public utilities, railroads and pipe
lines, 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:

\[ \checkmark \quad \text{Thomas M. Garrett} \\
\quad \text{Maryland Avenue} \\
\quad \text{Rockville, Maryland} \]

\[ \checkmark \quad \text{Otis A. Kent} \\
\quad \text{Kentland Farms} \\
\quad \text{P. O. Box 215} \\
\quad \text{Rockville, Maryland} \]

\[ \checkmark \quad \text{County of Montgomery} \\
\quad \text{State of Maryland} \]
AND this cause is held open for such further and other orders, judgments, and decrees as may be necessary in the premises.

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

[Signature]

United States District Judge
Tract No. A-100

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 situate N. 26° 46' 10" E. 753.24 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' 20" W. 314.84 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' 9" N. 663.11 feet (6) N. 55° 53' 10" E. 191.00 feet (7) S. 41° 43' 50" W. 247.89 feet (8) N. 30° 52' 00" W. 263.00 feet (9) S. 35° 59' 40" E. 387.49 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence S. 26° 46' 10" W. 405.00 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 Newhall 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.B., 2, page 293.

Purported Owner: Thomas M. Garrett
Maryland Avenue
Rockville, Maryland

Tract No. A-101

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 situate N. 21° 05' 50" W. 112.38 feet from the point of intersection of the boundary line between land now or formerly of the 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. 63° 17' 14" W. 318.50 feet (2) N. 65° 42' 45" W. 410.00 feet (3) N. 83° 17' 15" W. 349.00 feet (4) N. 66° 42' 45" W. 193.00 feet (5) N. 66° 42' 45" W. 189.00 feet (6) N. 66° 42' 45" W. 189.00 feet (7) N. 66° 42' 45" W. 179.00 feet (8) N. 83° 17' 15" E. 354.00 feet (9) N. 83° 17' 15" E. 354.00 feet (10) N. 83° 17' 15" E. 354.00 feet (11) N. 83° 17' 15" E. 354.00 feet (12) N. 83° 17' 15" E. 354.00 feet (13) N. 83° 17' 15" E. 354.00 feet (14) N. 83° 17' 15" E. 354.00 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

F I L E D
JUN 21 1954
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,
AND OTIS B. KENT, ET AL.,
Defendants.

JUDGMENT ON THE DECLARATION OF TAKING

This cause coming on for hearing upon motion of George
Cochran Dowd, 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 judgment
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 for 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

AUG 1969

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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;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED 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
Kentland Farms
P. 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
TRACT NO. A-101-E-2

A certain tract of land 40 feet in width and approximately 418 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 1388.51 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" W 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-E-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 8th 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 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: $60,000

FILED
AUG 1 1955

Micro-
Filmed.
TRACT NO. A-101-E-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 B. Kent, said point of beginning being situate N 81° 43' 50" W. 353.01 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 said Kent land the following courses and distances: (1) E. 6° 30' 50" N. 1302.69 ft., (2) S. 83° 29' 10" W., 1137.02 ft., (3) S. 57° 15' 50" E. 323.26 ft. 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 ft., (2) S. 20° 35' 50" W. 215.49 ft., (3) S. 11° 05' 50" W. 142.10 ft. to the easterly end of the 33th 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 ft., (2) S. 69° 42' 45" W. 192.64 ft., (3) N. 83° 17' 15" N. 353.90 ft., (4) N. 6° 42' 45" E. 311.00 ft., (5) N. 83° 17' 15" E. 700.00 ft., (6) S. 6° 42' 45" W. 685.00 ft., (7) S. 83° 17' 15" E. 179.00 ft., (8) S. 6° 42' 45" W. 119.00 ft., (9) S. 83° 17' 15" E. 554.00 ft., (10) N. 6° 42' 45" E. 193.00 ft., (11) S. 83° 17' 15" E. 349.00 ft., (12) S. 6° 42' 45" W. 507.41 ft. to the point of beginning. Containing 33.60 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 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: $675.00

FILED
AUG 1 1955

Micro-Film
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 par-
ticularly 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 eforemen 13th
line of Tract A-101 with the westerly line of the Old Gaithersburg
Road; thence from the 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

Being a part of the same land described in a deed from Frank S. Ward,
et al., to Otis E. Kent dated 31 December, 1923 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 219
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)
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-101-3-2**: 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-101-3-4**: 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.
(d) Tract A-101-E-9: 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. BUTSYCHKY, 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 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. 34.38 Acres of Land, more or less, situate in Montgomery County, State of Maryland, Andotis 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. BUTSYCHKY
Clerk.

FILED
AUG 1, 1955
By

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

TEST:
Clayton K. Mathews
1943 and recorded simultaneously herewith, to which record and reference therein 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 $25.40) Otis Beall Kent (Seal)
(State Tax $11.00)

State of Maryland, Montgomery County, ss:

I hereby certify that on this 31st 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 deeds to be his act.

Witness my hand and Notarial Seal the day and year last hereinafore 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 P. M. to wit:

This Deed, made this 16th 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, witnesses:

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 or 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 "Eckelton's Good Will" and "Eckle Hill" contained within the notes and bounds, courses and distances, following, to wit: Beginning for the same at a stake now planted at the end of 24-3 perches on the given line of Ignatius Fulke's whole land containing 250 acres according to a survey made by William Clowes, County Surveyor, the 2nd day of June, A. D., 1840, said stake being also on the 37th line of said tract called "Eckle Hill", and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Fulke to Sarah L. Dunmore for parts of said tract containing 76-4 acres of land and of record in Liber H. Y. G. No. 3, folio 129 at seq., one of the land records of Montgomery County, Maryland; and running thence with the outlines of said conveyance corrected the following courses and distances, viz: S 23° 12' E 174.3 perches to a stump of a large banded white oak tree; thence N 77° 19' E 42.3 perches to a banded gum tree on the south bank of Waterloo Branch; thence S 22° 25' E 19.7 perches to a banded white oak tree (now dead) thence S
75° 8' E, 14.4 perches to where formerly stood a bounded red oak tree; thence S 72° 3' E 34 perches to a bounded black oak tree; thence S 50° 48' 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 6.06 perches to a point in the center line of the public road leading from Buchanan to Hunting Hill and thence bounding in the center line of said road the following courses and distances: S 26° 22' W, 1.72 perches; S 22° 58' E 11.06 perches; S 15° 38' E 61.4 perches to intersect the 3rd line of Ignatius Fulk's whole land and thence with said line reversed, S 83° 17' W 17.46 perches to a stone now planted at the end of the second line of said whole land and then still with said line reversed, S 24° 43' E 39 perches to a stone at the end of the 37th line of "Farm Hill"; still with said line and said line reversed S 79° 15' W 40 perches to a stone at the beginning of Ignatius Fulk's 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. 21: Beginning for the same at a stone heretofore planted at the end of 33.56 perches on the given line of what was formerly Ignatius Fulk's whole tract and running thence S 27° 30' E, 16.7 perches to a bounded white oak; N 69° E, 47 perches to a gun tree; S 86° E, 19.15 perches to a white oak; S 81° E 24 perches to a red oak; S 79° E 15' & 32 perches to a black oak; S 06° E, 26 perches to a white oak; N 85° 45' E 6.22 perches to a white oak; N 61° 15' E 17.46 perches to a white oak; N 49° 20' W 34 perches to a stone; S 73° 40' E 17.46 perches to a stone; N 86° 20' W 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 Fulk's land containing 230 acres; thence with said line N 36° 50' E 26 perches to a stone; S 85° W 58 perches to a stone; S 60° W 30' W 60 perches to a stone; N 56° 45' W 9.36 perches to a stone; S 62° W 3.43 perches to a stone; N 59° W, 2.61 perches to a stone; S 89° 23.5 perches to a stone; N 65° 40' W 7 perches to a stone; S 77° E 2.45 perches to a stone; S 60° E 60.76 perches to a stone; N 60° W 20 perches to a stone; N 79° 45' W 30 perches to a stone; N 67° 30' W 22.22 perches to a stone; N 59° 20' W, 13.12 perches to a stone; N 66° W 18 perches to a stone; S 35° 45' W 33 perches to a stake; N 39° E 5.5 perches to a stake; S 86° W, 31.5 perches to a corner of what was formerly John Briggs' and Leo Crowe's land; then with said Crowe's lines S 70° E 7 perches; S 39° W 23.56 perches to the place of beginning, containing 76.53 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 F. Fulk by deed dated December 18th, 1893, for 21.92 acres of land and recorded in Lib. 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. Mossburg and wife to William F. Fulk for 70 acres and 200 by deed, 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 39° 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° W 20' W 10.84 perches to a stone; S 73° 60' W 17.5 perches to a stone; thence S 60° 20' W 37 perches to a bounded W. 0. at the end of the 8th line of the aforementioned conveyance; thence with said line reversed S 60° 43' W 17.5 perches to a bounded white oak; thence leaving said conveyance and N 70° 30' W 5.08 perches to a white oak; thence S 50° 15' E 17.64 perches to a stake on the west side of the public road leading from the Bernantown Road at Ward's store to Galilebran; thence with said road S 70° 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 96.88 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 said lands and premises unto the said Otis Beall 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 the better to convey the same.

Witness our hands and seals.

Witness: Beatrice Stearn
   as to F. B. W.
Anne Yourey
   as to K. L. W.
Beatrice Stearn
   as to F. O. Ward & H. S.

[Internal Revenue $12,50]
(State Tax $11.50)

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 14th day of December, 1943, 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 17th day of December, 1943, 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 Yourey
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. 1943, at 2:22 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 440 folio 304 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

(Internal Revenue $10.00)

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 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.

Examined

At the request of Frank S. Ward and Porter G. Ward, the following Deed was recorded October 5th, A. D. 1936, at 11:30 o'clock, 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, witnesses:

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. Part of a tract of land called "Wickham's Good Hill" and "Earn Hill" contained within the metes and bounds, courses and distances following, to wit:

Beginning at the same at a stone now planted at the end of 249 perches on the given line of Ignatius Folks' whole land containing 249 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 Folks to Sarah L. Saunders for parts of said tracts containing 763 acres of land and of record in Liber S. T. S. No. 1, Page 121 at sec., one of the Land Records of Montgomery County, Maryland, 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, 42.3 perches to a bounded sun 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, 14.4 perches to where formerly stood a bounded red oak tree; thence S 73° 31' E, 32 perches to a bounded black oak tree; thence S 58° 48' E,
25.75 perches to a bounded white oak tree; then leaving the outlines of said conveyance but still same course, S 58° 49' E, 8.06 perches to a point in the center line of the public road leading from Gaithersburg to Hunting Hill and thence bounding in the center line of said road the following courses and distances, S 24° 22' E, 3.72 perches; S 23° 13' E, 15.05 perches; S 12° 39' E, 61.5 perches to intersect the 3rd line of Ignatius Fulk's whole land and thence with said line reversed, N 81° 17' W, 131.46 perches to a stone now planted at the end of the second line of said whole land and then still with said land reversed, N 30° 11' E, 39 perches to a stone at the end of the 37th line of "Mora Hill" still with said land and said line reversed N 39° 45' E, 78 perches to the place of beginning, containing 85 acres of land.

Parcel No. 2. Beginning for the same at a stone heretofore planted at the end of 23.46 perches on the given line of what was formerly Ignatius Fulk's whole tract and running thence S 27° 30' W, 16.7 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 21° E, 14 perches to a red oak; S 77° 15' E, 22.4 perches to a black oak; S 63° E, 26 perches to a white oak; N 52° 45' W, 42 perches to a white oak; N 61° 15' W, 17.5 perches to a white oak; N 39° E, 33 perches to a stone; S 73° 40' E, 17.5 perches to a stone; N 86° 20' W, 10.8 perches to a stone; S 31° 19' E, 19 perches to a stone; N 81° 20' W, 21 perches to a stone heretofore planted at the end of the 14th line of the original tract of Ignatius Fulk's land containing 259 acres; then with said line N 3° 50' E, 36 perches to a stone; S 85° W, 58 perches to a stone; S 65° 30' W, 68 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, 3.61 perches to a stone; E 8° W, 23.5 perches to a stone; N 61° 40' W, 7 perches to a stone; S 73° E, 2.48 perches to a stone; N 66° 6' W, 69.76 perches to a stone; N 59° W, 20 perches to a stone; N 75° 30' W, 30 perches to a stake; N 67° 39' W, 22.2 perches to a stone; N 90° 50' W, 13.12 perches to a stone; N 86° W, 18 perches to a stake; S 35° 45' W, 53 perches to a stake; S 39° W, 5.5 perches to a stake; S 60° W, 31.5 perches to a corner of what was formerly John Briggs' and Loo Crowns' land; then with said Crowns' lines E 7° E, 7 perches; S 79° E, 20 perches; S 33° W, 23.56 perches to the place of beginning, containing 76.3 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 M. Briggs and Mary C. Briggs by William R. Fulk by deed dated December 15th, 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. Fulk for 76 acres and 2 roods of land, more or less, by deed dated the 14th day of April, 1868 and recorded in Liber R. B. P. No. 5, folio 108 et seq. one of the Land Records of said County and running thence with said conveyance N 85° E, 58 perches to a stone; S 3° 50' W, 36 perches to a stone; S 81° 20' W, 21 perches to a stone; N 81° 10' W, 19 perches to a stone; S 66° 20' E, 13.8 perches to a stone; N 79° 45' W, 17.5 perches to a stone; then S 49° 20' W, 37 perches to a bounded W. O. at the end of the 8th line of the aforementioned conveyance; thence with said line reversed S 62° 45' E, 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, 17.64 perches to a stake on the east side of the public
road leading from the Garwood Road at Ward’s store to Gaithersburg; 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 S. Briggs’ land N 60° 30’ E, 54.88 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 thereto belonging or in anywise thereto appertaining.

To Have and to Hold the same unto the said Frank S. Ward and Porter G. 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

Cordelia 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 Cordelia Elizabeth King, his wife, and did each acknowledge the foregoing deed to be their respective act.

Edna Howes

Notary Public

Montgomery

County, Md.

At the request of Anna R. Griffith, the following Deed was recorded:

October 5th, A.D. 1936, at 11:12 a.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 H. Carlock and Anna R. Carlock, his wife, parties of the first part; and Anna R. Griffith, party of the second part:

Witnesseth, that in consideration of Ten ($10) Dollars, lawful money of the United States to them in hand paid before the sealing and delivery of these presents, 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 aforesaid, 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 Willian Lawson King, the following Deed was recorded October 5th, A. D. 1936, at 11:15 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. X. W. No. 585, folio 194, 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 Assessies, 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 12:15 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 $15,731.70, being then and there the highest and best bid then made, 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, Assessies of Mortgage v. Thomas I. Fulks and Fannie L. Fulks, his wife, being case No. 7953 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 $15,731.70, the receipt whereof is hereby acknowledged, the said Thomas M. Harrington, Assessies of aforesaid, does hereby grant and convey unto the said William Lawson King, his heirs and assigns, in fee simple, all those two farms, both situate in the Ninth Election District of 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 Barnes, widow, et al, dated September 8, 1936, and recorded among the aforesaid Land Records in Liber T. D. No. 22, folio 454, the other of said deeds being from Ignatius Thomas Fulks, widower, dated July 25, 1919, and recorded among said Land Records in Liber P. B. R. No. 282, folio 294. Reference is hereby made to the two above mentioned deeds and to a mortgage recorded among the aforesaid Land Records in Liber C. X. W. No. 585, folio 190 for a more particular description of the property hereby conveyed.

Together with all buildings and improvements thereupon, being and erected and all rights, ways, waters, seclusions, privileges, appurtenances, and advantages thereof belonging or in anywise appertaining.

To have and to hold the premises above described and hereby conveyed unto the said William Lawson King, his heirs and assigns, in fee simple, subject, however, to the legal operation and effect of a lien mortgage from Thomas I. Fulks and Fannie L. Fulks, his wife, to The Federal Land Bank of Baltimore, dated September 1, 1936, and recorded among the aforesaid Land Records in Liber C. X. W. 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 Harrington, Assignee, as hereinbefore 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  
Assignee

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 12:00 o'clock, P. M.

to wit-

DEED

This Deed, made this 2nd day of October, nineteen hundred and thirty

six, by William Lawson King and Cordelia Elizabeth King, his wife, witnesses;

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 Lawson 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 "Wickham's Good Hill" and "Earp 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 1/2 perches on the given

line of Ignatius Polk's whole land containing 450 acres according to a survey made by William

Chiswell, County Surveyor, the 2nd day of June, A. D. 1820, said stone being also on the 37th

line of said tract called "Earp Hill" and at the beginning of a conveyance made the 2nd day

of August, 1849, by Ignatius Polk 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.: 2 23° 12' E, 17.3 perches
to the stump of a large bounded white oak tree; thence 8 77° 14' E, 42.1 perches to a bounded
sun tree on the South bank of Muddy Branch; thence 3 82° 25' E, 19.7 perches to a bounded
white oak tree (now dead); thence 8 75° 0' E, 14.4 perches to where formerly stood a bounded
red oak tree; thence 8 73° 3' 8, 38 perches to a bounded black oak tree; thence 8 58° 48' E,
EXAMINED

at 9:51 o’clock A.M. to wit:

Quintin
Gunter

State of Maryland:

WITNESSES, that for and in consideration of the natural love and affection
which I bear to my son Thomas I. Pulka, 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 I. Pulka, for himself, his heirs and
assigns, and as a part of the consideration of this deed, hereby assumes, and
complains and agrees to pay at the several times, and in the amounts following,
to-wit: to pay unto the said Ignatius Thomas Pulka, his personal representa-
tives or assigns, the annual rental of seven hundred and twenty dollars, in equal
quarterly installments 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 of each
and every year hereafter, for and during the term of the natural life of the said
Ignatius Thomas Pulka, and also in like manner to pay the pro rata sum of money
which may be earned hereafter for that portion of the last quarter, or the quarter
in which the said Ignatius Thomas Pulka may depart this life, said last mentioned
payment to be made unto the personal representatives of the said Ignatius Thomas
Pulka, and upon said last mentioned payment being made the said rent charge to
cease and expire, I, the said Ignatius Thomas Pulka, do hereby grant, bargain, sell
and convey unto the said Thomas I. Pulka, of said Montgomery County, all those
five (5) several parcels of land which are composed of all those tracts, parts of
tracts, pieces or parcels of land aforesaid, 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 "Ishkama Good Hill", "Karn 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 Pulka by
William E. Pulka and Mary E. Pulka by deed dated the twelfth day of September, in
the year nineteen hundred and eighteen, 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 call-
ed "Ishkama Good Hill", "Karn 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 des-
cribed in a deed from William E. Pulka and others, heirs at law of William E.
Pulka, to the said Ignatius Thomas Pulka, 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
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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 Pulks 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 57, 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-tenth (11.2)
square perches of land, more or less, and being the same land which was conveyed unto the said
Ignatius Thomas Pulks by Henry O. Ward, and wife, by deed dated the tenth day of January, in the
year eighteen hundred and seventy-six, and of record in Liber B.B.P. No. 14, folio 290, one of the
Land Records of said Montgomery County.

The second lot being all that part of a tract or tracts of land called "Roberts 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 land above
described lot, and being the same land which was conveyed unto the said Ignatius Thomas Pulks by
Ellen Hurst and wife, by deed dated the twenty-fourth day of April, in the year eighteen
hundred and seventy-six, and of record in Liber B.B.P. No. 15, folio 12, one of the Land
Records of said Montgomery County:

Parcel numbered five (5) being the undivided one-half (½) interest (the other un-
divided one-half interest being conveyed unto Charles Alcorn Pulks) 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 for the same
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-tenth (63.5) feet from the beginning of
the land described as the second part in a deed from John T. Dennis to the said Ignatius
Thomas Pulks, dated the first day of January, in the year eighteen hundred and eighty-six, and
of record in Liber J.A. No. 1, folio 241, 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-tenth (586.4) 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 six (406.6) feet to the lines of the land conveyed by the said Ignatius Thomas Pulks to
said Baltimore and Ohio Railroad Company by deed dated the tenth day of January, in the year nine-
hundred and six, and of record in Liber No. 194, folio 521, 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-tenth (303.5) feet to an iron rail; South
six degrees and thirty-two minutes West, one hundred and twenty-three and two-tenth (123.2) feet
to an iron rail; North eighty-three degrees and twenty-eight minutes West, fifty-six and six-
tenth (56.6) feet; South six degrees and thirty-two minutes West, three hundred and sixty-one and
seven-tenth (35.7) 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 DeBellum to Polks; thence with
said deed and said road, South thirty-seven degrees and eighteen minutes East,
ninety-five and seven-tenth (95.7) 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 Pulks, 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 four-tenths (124.4) feet to the north-west corner of a
part of said land fronting on Summit Avenue, as conveyed unto Rosa Blanché 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. DeBellum to the said Ignatius Thomas Pulks, 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 Pulks and wife by deed dated the
twenty-second day of June, in the year eighteen hundred and eighty-eight, and of
record in Liber R.B. P. No. 31, folio 435, one of the Land Records of said Montg-
omy County;

And also except that part thereof which was conveyed unto said
Baltimore and Ohio Railroad Company by said Ignatius Thomas Pulks and wife by deed
dated the tenth day of January, in the year nineteen hundred and six, and of record
in Liber No. 185, folio 451, 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 Blanché
Severance by said Ignatius Thomas Pulks;

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

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-
voyed.

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

AND the said Ignatius Thomas Pulka, for himself, his heirs, personal representatives or assigns, covenant 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. Pulka, grantee 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 Pulka, 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.

139 Ignatius Thomas Pulka

(SEAL)

136 Thomas I. Pulka

(SEAL)

Witness:

J. Forest 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 Pulka and Thomas I. Pulka, and did each acknowledge the foregoing deed to be their respective act and deed, for the purposes therein set out.

In testimony whereof I have set my hand and affixed my notarial seal.

J. Forest Walker

Notary Public, Md.

Notary Public.

Montgomery Co., Md.

EXAMINED at the request of John A. Ridgeway the following Deed was recorded July 31st A.D. 1919 at 11:21 o'clock A.M. to wit:-

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 Bona Griswold and Berland N. Griswold, her husband, and Walter Cleveland Brainard and Alice Almeda Brainard, his wife, parties of the first part; and John A. Ridgeway, party of the second part,

FURTHER: 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
and delivery of these presents, are not encumbered by any mortgage, judgment or liens or by any encumbrance whatsoever, in which the title of the said party of the second part hereto made or intended to be made, for the above described land and premises, can or may be changed, altered or defeated in any way whatsoever.

And also that the said party of the first part have 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, secure 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 encumbrance whatsoever.

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

Signed, sealed and delivered:

[Signature]

Witness: Frank Holtz, Notary Public.

State of New Jersey, County of Bergen:

I hereby certify that on this 26th day of April, A. D. 1913, before me, a Notary Public in and for said County, personally appeared Marie F. Daymond and Mary Elizabeth Fuller, and did each separately 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 Holtz, Notary Public.

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 on the 5th day of May, 1913 at 10:10 o'clock A. M., to wit:

[Land Description]

Said right of way is granted to the said company the right to construct and maintain a telephone and telegraph line including the necessary poles, wire and guys along the highway known as North Avenue, formerly known as Laytonsville Road, adjoining my property located in Section 85 in the Town of [Town], County of Montgomery, State of Maryland, and to trim the trees from time to time so that they shall not come in contact with the wires. $1.00

[Signature]

Witness: [Signature]
State of Maryland, Montgomery County, to wit:

I hereby certify that on the 17th day of March, 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 Thomas P. Hulse and acknowledged the foregoing to be his act.

Witness my hand and seal,

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

EXAMINED

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. No.

Leytonville, 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 - Leytonville Road adjoining my property located in Election District No. 1, in the Town of .... County of Montgomery, State of Maryland, and to trim the trees from time to time so that they shall not in contact with the wires.

$1.00

Signed

Mary E. Lovelly

Witness: Wm. Neill
Approved

EXAMINED

Mail 26

Leytonville, Maryland, May 26, 1913.

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 26th 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 E. Lovelly and acknowledged the foregoing to be her act.

Witness my hand and seal,

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

EXAMINED

Mail 26

Leytonville, Maryland, May 26, 1913.

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. No.

Leytonville, 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, 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 - Leytonville Road.
or the tenant desiring to vacate shall each give to the other thirty [30] days' notice.

Witness our hand and seals.

FRA
Francis H. Townsend Jr.

Har
Harry E. Hall

36
Thomas I. Fulks

Washington Suburban Sanitary Commission

By T. Howard Pickett

Chairman

District of Columbia, SS:

I hereby certify that on this 24th day of June, 1926, before me, the

notary public, in and for the District aforesaid, personally appeared T.

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

V. Eugenia Thomas

Notary Public, D. C.

Notary Public

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 by Thomas I. Fulks and Charles A. Fulks and Evora Fulks, his wife hereto-

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° 36' W 261.7 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. 202 at Folio 234 said beginning point being distant 114.68 feet from

the iron rail planted at the end of said sixth line and having for its coordinates North

911 91168.08 and West 55072.66 which coordinates together with all other coordinates bearings

and distances hereinafter used except other deed references are referred to the base

meridian of the Washington Suburban Sanitary District and running thence, E 2° 12' 59"

N 2 E 266.96 feet to a point having for its coordinates North 912311.22 and West 58282.24

at a proposed manhole No. 1525, and thence S 62° 23' 09" E 516.76 feet to a point on the

first or N 12° 18' 45" E 586.64 foot line of the aforesaid fifth parcel and having for

it a coordinates North 91242.75 and West 58411.02, said point being distant 128.33 feet

from the beginning of said first line and also 191.32 feet distant from the stone mentioned

in the aforesaid deed as being at the beginning of the land described as the second part
in a deed from John T. DeBellus to Ignatius N. Fulks, dated January 3, 1866 and recorded in the Montgomery County Land Records in Liber J. A. 1 at folio 221.

Together with the rights of ingress and egress for the purpose of construction 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 grantors may designate.

Witness their hands and seals.

Test.

C. Algernon Fulks

(Seal)

Francis M. Townsend Sr.

(Seal)

Evora Y. Fulks

(Seal)

Thomas I. Fulks

(Seal)

State of Maryland Montgomery County, to wit:

I hereby certify that on this 19th 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. Algernon Fulks, Evora Y. Fulks and Thomas I. Fulks and did acknowledge the foregoing deed to be their act and deed.

Witness my hand and official seal.

William F. Griffith

Notary Public

Gaithersburg MD.

Deed of F. M. Townsend Sr. Washington Suburban Sanitary Commission Check

$125.00 of April 19, 1926, for $500.00.

C. Algernon Fulks

This is a supplemental 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 described 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 from 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.


Attest:

By Francis M. Townsend, Jr.

William F. Griffith

(Seal)

Thomas I. Fulks

C. Algernon Fulks
THIS AGREEMENT

Made this 23 day of November 1958, by and between Otis Heall Kent (the "Owner"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation ("Pepco").

WHEREAS, the Owner is owner of a certain parcel of real property (the "Property") located in Montgomery County, Maryland, acquired by him by deed dated December 21, 1941, and recorded among the Land Records of said Montgomery County in Liber 927, Folio 226, 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. S203135, dated August 29, 1958, 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. S203135 the transmission and/or distribution facilities, including all necessary poles, wires, crossarms, guys, anchors and appurtenant fixtures, shown on said Pepco Drawing No. S203135,

   (ii) to make such extensions as may 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 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 lot 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.
(11) to restore and leave the ground in a condition equal to, or better than, the condition it was in immediately prior to Pepe commencing 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.

Witness:

[Signatures]

Elliot R. Richardson

[Seal]

 doesn't seem to be a proper seal.

STATE OF Maryland

COUNTY OF Montgomery

I, Elliot R. Richardson, a Notary Public in and for the above County and State, do hereby certify that

[Name]

is the person(s) known to me (or proven to me by the oath of credible witnesses) to be the person(s) who executed the annexed writing dated [Date]

[Date]

in [Year].

I, in my said State and acknowledge the same to be his act and deed. My commission expires [Date].

[Seal]

Elliot R. Richardson

Notary Public

[Seal]
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 northwest corner of the hereindescribed tract of land, said point of beginning having Washington Suburban Sanitary Commission Coordinates N. 89,506.00 + W. 50,010.00 and being distant S. 18° 20' 22" E. 170.42 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 at the same time 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 306.83 feet to the easterly right-of-way line of said Route No. 124;

(3) N. 36° 41' 49" 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 810 feet (chord bearing and length = N. 31° 36' 00" E. 201.65 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 right 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-1, Revision C, and 160-S-2, 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 damages 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-S-1, Revision C, and 160-S-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 of 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. B. KEFOVER
Contracting Officer
NATIONAL BUREAU OF STANDARDS

Accepted:

POTOMAC ELECTRIC POWER COMPANY

George Bassett
Senior Vice President

Date: July 11, 1961

I, J. M. Martell, certify that I am the Assistant Secretary of the Corporation named as licensee herein; that George Bassett, 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.

J. M. Martell
(Signature)

H. M. M. Marthe
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]

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

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

I HEREBY CERTIFY that on this the 25th day of
July, 1961, before me, the undersigned officer, personally appeared GEORGE B. KEFOVER, 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. S. COOKER.
THIS ROAD OF EASEMENT

Made this 21st day of March, 1968, at and between OTIS HEALL 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 POWER 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, JEANE L. DIXON, WILFRED R. LORING, H. TURKEY CRATZ, DAVID BEARDEN CRATZ, DANIEL COX FAHEY, JR. and NICOLAS CRATZ, JR. to indicate their approval thereof and consent thereto, they being all of the general partners of said Lakeland Estates other than Dore't A. Rose who has executed this instrument in behalf of said partnership,

KNOWLEDGE 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 hereafter 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, guys, 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 Kent by two deeds, one from William G. Dake and Georgia M. Dake, his wife, and Charles T. Johnson, and Jennie E. Johnson, his wife, recorded in Liber 599 at Folio 295, and...
the other from Frank S. Ward and Eva L. Ward, his wife, and
Porter G. Ward and Margaret S. Ward, his wife, recited in
Liber 297 at Folio 210, of the Land Records of Montgomery
County, Maryland, and were particularly described as follows:

Beginning at a concrete monument at the easterly
corner of Parcel "S", Quince Orchard as recorded in Plats
Book 81 at Plats 8104 among said Land Records, said monument
being N. 50° 00' 24" E. 3583.47 feet along the line of said
Parcel "S" from the northerly line of Allentown Road, Maryland State Route Number 28;

Thence running with the northerly line of said
Parcel "S", N. 56° 40' 05" W. 31.50 feet;

Thence leaving said Parcel and running through the
Kent property, N. 16° 44' 12" E. 1726.81 feet;

Thence N. 31° 47' 11" E. 501.65 feet;

Thence N. 39° 33' 43" E. 337.88 feet;

Thence N. 36° 03' 18" 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 G. Dish, as described in Liber
294 at Folio 131, and the United States of America, Bureau of
Standards Court Case Number 60992, the final 874.50 feet of the
immediately previously described line being on the line between
said lands of Kent and Dish;

Thence, running with the line between said United
States of America and Kent, S. 86° 52' 00" E. 34.97 feet;

Thence, leaving said line and running through the
Kent land S. 36° 03' 19" W. 1364.76 feet;

Thence S. 56° 33' 42" W. 357.23 feet;

Thence S. 31° 47' 11" W. 800.80 feet;

Thence S. 16° 44' 12" W. 1732.32 feet to the point
of beginning;

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

SECOND: At any and all times to clear, 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 therefore belonging or appurtenant unto and to the only proper use, benefit and school 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 lakes 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 Grantees 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 aforesaid.

(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, aforementioned, being the southerly end of the above-described easement, and at the other end with the transmission line at the aforementioned 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) linear feet without the consent of the Grantee.

4. Upon removal of its facilities from the Property or a portion thereof, or from any substituted easement, the Grantee will deliver to the Grantees, or other parties in interest in recordable form, an instrument satisfactory to the Grantees or parties in interest qui eliminating 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 Grantees 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.

[Signatures]

NICHOLAS OREM, JR.

Glen E. Baker, unincorporated, individually and as a limited partner in Lakeland Estates

LAKELAND ESTATES

By: Glen E. Baker, Operating General Partner

James L. Dixon

Derek R. Rep

Jeane L. Dixon

Jim A. Lee

Melene S. Loren

H. Turley Gratz

J. W. Beach Gratz

David Bearden Gratz

D. W. Baker, Jr.

Daniel Cox Fowley, Jr.

Nicholas Orem, Jr.

POTOMAC ELECTRIC POWER COMPANY

For Nicholas Orem, Jr.

By: D. E. Hughes, Vice President

D. E. Hughes
STATE OF MARYLAND
COUNTY OF MONTGOMERY, SS:

On this the 7th day of April, 1968, before me, the undersigned officer, personally appeared REEL MILL DENT, 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.

[Signature]
Notary Public, Md.

My commission expires: July 1, 1970

ELBERT H. RICHARDSON

STATE OF
COUNTY OF

On this the 3rd day of April, 1968, before me, the undersigned officer, personally appeared BERNIE H. NOE, 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.

[Signature]
Notary Public

My commission expires: July 1, 1969

ELBERT H. RICHARDSON

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, SS:

On this, the 26th day of March, 1968, before me, the undersigned officer, personally appeared D. F. HUPPES, who acknowledged himself to be the Senior Vice President of Seattle Electric Power Company, a corporation, and that he, as such Senior Vice President, being authorized to do so, 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.

[Signature]
Notary Public

My commission expires: June 14, 1970

INDIANA C. SHEPP
Notary Public
DECLARATION

TERMS AND PROVISIONS OF PUBLIC UTILITY EASEMENTS

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.

When reference is made hereof in any such grant, the following terms and provisions are incorporated in, and made a part of, such grant, subject to such modifications, additions or deletions, if any, as may be specified in such grant:

1. Each of the Grantees named in such grant, and their respective successors and assigns, shall have and hold the following described easement and rights with respect to any parcel or strip of land designated, on the plat embodying such grant, as a public utility easement (each such parcel or strip being hereinafter called the "Property"):?

FIRST: The perpetual right to construct, install, reconstruct, operate, maintain, alter and remove in, on, along, over, across, through and from the Property (a) underground electric power and energy transmission and distribution facilities (including, but not limited to, wires, cables, pipes, ducts, manholes, transformers, switches, fuses, junctions and apparatus equipment), and associated above-ground pad mounted transformers, pad mounted switching and fusing equipment, junction
pedestals, and appurtenant enclosures and equipment; (B) underground communication wires, cables and appurtenant equipment, and associated aboveground junction pedestals, terminals, and appurtenant equipment, and (C) gas transmission and distribution facilities (including but not limited to underground gas pipes, valves, regulators and associated aboveground facilities) and appurtenant 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 Grantor 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 Grantor(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: ___________ 1968

FORMING ELECTRIC POWER COMPANY

[Signature]

By: D. C. Vaughan
Vice President

[Signature]
T. E. O'Dea
DISTRICT OF COLUMBIA, ss.

On this 23rd day of October, 1968, before me, 

INDIANA C. SHEPP, the undersigned officer,
personally appeared D. C. VAUGHAN, 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.

By commission expires JUN 14 1970.

DISTRICT OF COLUMBIA, ss.

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 BALTIMORE, 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, BALTIMORE

By 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.  

[Signature]  
Notary Public, D. C.  
(Official Seal)  

My commission expires Nov. 30, 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,  
exeuted the foregoing Instrument for the purposes therein  
contained, by signing the name of the corporation by himself as  
President.  

[Signature]  
Notary Public  
HILDA W. STONE  
(Official Seal)  

My commission expires July 1, 1967.
STATE OF MARYLAND

CITY OF Baltimore } ss.

On this 24th day of October, 1969, before me, Ruth W. Grese, the undersigned officer, personally appeared J. E. Ryman, 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 force-joining instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Ruth W. Grese
Notary Public

RUTH H. GRESE

My commission expires July 14, 1969.
Declaration of

Public Utility

Please record and return by mail to:
Law Department,
Potomac Electric Power Company
823 E Street, N.W.
Washington 4, D.C.

[Signature]

[Date]
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
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 593, 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 end 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° 48' 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 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 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

(SEAL)

(SEAL)

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.

John E. Russell

Notary Public

STATE OF

COUNTY OF

On this the day of , 19, before me, the undersigned officer, personally appeared

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 NEAL KENT, UNMARRIED of the County of Montgomery 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. Fulks, 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. Dosh, et ux, et al, dated December 31, 1942 and recorded among the aforesaid Land Records in Liber 899 at Folio 285, the
fourth deed from Frank S. Ward, et ux, et al., dated December 31, 1943
and recorded among the aforesaid Land Records in Liber 927 at Folio 210.

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
148.54 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° 04' 01" 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,

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 29° 11' 23" East, true, 686.69 feet to a point, thence
North 52° 07' 17" East, true, 487.77 feet to a point, thence
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 809 at Folio 283, 51.47 feet from the end thereof, said line also being the twentieth or South 53° 07' 20" East, 792.00 feet 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 158,627.25 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 said and adjacent, contiguous and parallel to
the above described strip or parcel of land along the eighth, ninth,
ten and eleventh lines thereof, and being ten (10) feet wide and lying
southerly and southeasterly of said 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 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 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, 171.46 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 3452 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' 55'' 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' 21'' 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 deflecting to the left, having a radius of 479.52 feet and a long chord bearing and distance of North 88° 39' 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' 16" 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 97,130.25 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 deed 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° 62' 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 Hackelt to The Isaac Walton League of America, Inc., dated December 28, 1965 and recorded among the aforesaid Land Records in Liber 2513 at Folio 420, 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 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 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 one or more sanitary sewers 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 hereinafore written.

Witness:

John E. Russell

Otis Beall Kent (SEAL)

STATE OF

COUNTY OF

On this the 26th day of August, 1928, before me, John E. Russell, the undersigned officer, personally appeared Otis Beall Kent, Unmarried, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

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

John E. Russell

My Commission expires July 1, 1928

In aid to:
Washington Suburban Sanitary Commission
Huntingtown, Md.
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 Grantor;

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 1956 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, an easement and right-of-way for said water transmission and distribution pipeline will not 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. 319-319c), 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 + 58.36 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.
1. S. 47°01'59" E., true, 147.06 feet to a point; thence

2. 2122.91 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 S.52°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 97-5 (U.S. Route 290) as now laid out and existing and as shown on Maryland State Roads right of way Plat 11357, and Muddy Branch Road to a point; thence

4. S. 10°19'13" E., true, 369.13 feet to a point; thence

5. S. 21°39'13" E., true, 153.25 feet to a point; thence

6. S. 20°59'13" E., true, 161.20 feet to a point; thence

7. S. 15°28'51" W., true, 250.16 feet to a point; thence

8. S. 25°16'14" W., true, 209.88 feet to a point; thence

9. S. 61°31'20" E., true, 22.00 feet to a point on the westerly right of way line on Muddy Branch Road; thence

10. S. 25°16'14" 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. 64°31'20" W., true, 40.00 feet to a point; thence

12. N. 25°16'14" W., true, 281.68 feet to a point; thence

13. N. 15°22'31" E., true, 158.20 feet to a point of curvature; thence

14. 149.59 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.42°35'10" W., true, 147.06 feet to a point; thence

15. N. 20°59'29" W., true, 75.24 feet to a point; thence

16. N. 21°39'13" W., true, 155.65 feet to a point; thence
17. N.19°19'49"W., true, 365.29 feet to a point of curvature; hence

18. 2268.39 feet along the arc of a curve deflecting to the right having a radius of 11,619.16 feet and a long chord bearing and distance of N.28°33'25"E., true, 2264.79 feet to the beginning; containing 120,726.61 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 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 installation and construction.

All as shown on the Grantee's Drawing 0243-B, 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 of other work on the pipeline shall be promptly restored to their original condition by the Grantee upon completion of such work. Specifications for redoing 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 pudding 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 thereto 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 ensure 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 1.5" 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 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 ) SS.
County of Montgomery)
The foregoing instrument was acknowledged before me this
7th day of October, A.D., 1974, by Richard H. 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

[Signature]

[Stamp]

The foregoing instrument was acknowledged before me this 26th day of
August, A.D., 1979, by Robert J. McLeod, General Manager
Witness my hand and official seal.

[Signature]

[Stamp]

My commission expires July 1, 1978
Accepted with all terms hereof this 26th day of
August, 1979.
Made this ____ day of August, 1956, 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, IN WITNESS WHEREOF: 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 87-552, dated October 23, 1962 (40 U.S.C. 319-319e), 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 589.99 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 1,237.88 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 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. 7, 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, NIRE 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 1,205.92 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. 9, 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 Department 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 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
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. Felicetti
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.

Carol A. Marquard
Notary Public

My Commission expires July 1, 1992
Montgomery County, Maryland
Executive Office Building
101 Monroe Street
Rockville, Maryland 20850

Aug 19, 1985

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

Re: CIP PROJECT NO.66-3378
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

[Signature]
Linda D. Berk
Associate County Attorney

LDB: sg
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 SENECA NORTH, PART 1", described in the 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 17 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 no 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

Jennifer L. Higgs, witness
By: Thomas A. Natelli, President

CITY OF GAITHERSBURG

By: David B. Humpton, City Manager

Carol A. Capper, witness
STATE OF MARYLAND : ss.

COUNTY OF Montgomery : ss.

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 O. 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.

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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 068, 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]
M. Reynolds

LAKELANDS RIDGE HOMEOWNERS ASSOCIATION, INC.

BY: 

[Signature]
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 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 Deputy Director, and further acknowledged, in his capacity as Deputy Director, 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.

[Signature]
NOTARY PUBLIC
Jeanmarie Bartlett

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. 9-0082171
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 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 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 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.

LANDSCAPE MAINTENANCE EASEMENT - NIST PROPERTY

JOB NO. 654AC2
11. North 01° 15' 04" West, 183.00 feet to a point; thence

12. North 08° 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.
CIRCLED COURSE NUMBERS SHOWN HEREIN CORRESPOND TO THE METES AND BOUNDS DESCRIBED IN A DESCRIPTION DATE APRIL 5, 2001.

UNITED STATES OP. AMERICA
CIVIL CASES 75-5 & 8578

10' LANDSCAPE EASEMENT
15,000SF. OR 0.3466AC.

Made this 7th day of August, 1956, 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 29, 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, 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. 278c(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 westwardly 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 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 365.41 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 1,263.14 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 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 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 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, NIRE 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.'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 Department 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. Merriman, Chief, Division of Transportation Engineering, and Robert S. McGarry, Director, Department of Transportation, dated 5/20/86 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 resodding 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 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 financial 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 notice of such rights for a period of six (6) consecutive
months. Written notice of termination by reason of such abandonment or
notice 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
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, 1938,
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
aforesaid easement was his voluntary deed and act.

My commission Expires: July 1, 1970

Notary Public
State of Maryland,
County of Montgomery

On this 30th day of July, 1989,
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.

Carol A. Hayman
Notary Public

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

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

Re: CIP Project No. 60-0347  
Muddy Branch Road  
National Bureau of Standards

Aug 19, 1985
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 31, 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:

[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 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, and further acknowledged, in his capacity as Deputy Director, 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

[Notary Public]

[Printed Name]
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 STEPHENA 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.

[Signature]
NOTARY PUBLIC
Elizabeth J. Statler
Printed Name

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.

[Signature]
Donna M. McMillan

Tax Identification No. 9-00821211
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 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 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 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

LANDSCAPE MAINTENANCE EASEMENT - NIST PROPERTY

JOB NO. 654AC2
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.