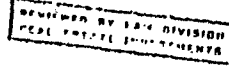


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DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT made this 29<sup>th</sup> day of *October*, 1964, by and between MARY ELLEN BREWER and J. NEWTON BREWER, JR., her husband, and KARL W. CORBY, JR. and JOAN W. CORBY, his wife, parties of the first part; and EDWARD K. JONES, FREDERICK A. ALLIOTT and MARTIN R. WEST, JR., Trustees, parties of the second part; and METROPOLITAN LIFE INSURANCE COMPANY, a corporation of the State of New York, party of the third part; and THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., party of the fourth part.

WHEREAS said Mary Ellen Brewer and Karl W. Corby, Jr., hereinafter sometimes referred to as "Owners", are the owners in fee simple as tenants in common of the following described land and premises situate in Montgomery County, Maryland, namely:

"Parcel B Grosvenor Park", as shown on plat of subdivision recorded in Plat Book 72, plats 6899 and 6900 of the Land Records of Montgomery County, Maryland, said subdivision being in part a resubdivision of Parcel A of a subdivision known as "Parcel A Grosvenor Park" as per plat recorded in Plat Book 70, plat 6658 of said Land Records; also the unsubdivided land adjacent to and adjoining the westerly line of said "Parcel B Grosvenor Park" and indicated as "Residue of Corby Estate" on said plats.

AND WHEREAS said Owners have constructed or are in process of constructing apartment buildings on the separate parts of said "Parcel B Grosvenor Park" as described in the Deeds of Trust hereinafter referred to as well as a recreation area, including swimming pool, and have also constructed, or are in process of constructing, a service road affording ingress to and egress from said recreation area and have also constructed or are in process of constructing a peripheral roadway on said "Parcel B Grosvenor Park" and on part of the land adjoining on the West to afford ingress to and egress from said apartment buildings from and to public highways.

EXHIBIT 2

AND WHEREAS in order to secure construction and permanent financing of said apartment buildings, the parties of the first part have made, executed and delivered the following Deeds of Trust, under each of which the parties of the second part are named as Trustees, namely:

(1) Deed of Trust dated June 13, 1962 and recorded in Liber 2975 at folio 691 of the Land Records of Montgomery County, Maryland, as amended by

(2) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 257 of said Land Records, reference to said Deeds of Trust being hereby made for a particular description of the land conveyed thereby, less and except parts thereof heretofore released of record, the net area of said land being now improved by a group of garden type apartment buildings.

(3) Deed of Trust dated August 1, 1963, and recorded in Liber 3118 at folio 260 of the Land Records of Montgomery County, Maryland, reference to which Deed of Trust is hereby made for a particular description of the land conveyed thereby, such land being now improved by a single high rise apartment building.

(4) Deed of Trust dated April 3, 1964 and recorded in Liber 3203 at folio 210 of the Land Records of Montgomery County, Maryland, reference to said Deed of Trust being hereby made for a particular description of the land conveyed thereby, on which land there is now being erected a single high rise apartment building.

AND WHEREAS the party of the third part is the present holder of the note secured by said deed of trust referred to above (1) dated June 13, 1962, and the party of the fourth part is the present holder of the notes secured by said deeds of trust referred to above, (2) dated August 1, 1963, (3) dated August 1, 1963, and (4) dated April 3, 1964 and said parties of the third and fourth parts join herein to evidence their consent hereto.

AND WHEREAS said Owners are operating and maintaining all such apartment houses, recreation area, peripheral roadway and service road as a single enterprise for the use and benefit of the tenants and occupants of all such apartment buildings, the land on which said apartment buildings are erected being set apart and separately described only for the purpose of development and financing; and it is the desire and intention of the parties of the first part to establish and create easements for the use and benefit of said tenants and occupants over and across said peripheral roadway and service road and for the use of said recreation area.

NOW THEREFORE WITNESSETH that for and in consideration of the premises and the sum of Five Dollars (\$5.00) each to the other paid, the parties of the first part do hereby grant and convey unto the parties of the second part a right of way for ingress and egress from and to public highways over and across a peripheral roadway located on the following described part of "Parcel B Grosvenor Park", as shown on plats of subdivision recorded in Plat Book 72, plats 6899 and 6900 of the Land Records of Montgomery County, Maryland, and the land adjoining on the Westerly lines of said "Parcel B", namely:

BEGINNING for the same at a point in the South line of Lux Lane as shown on the above mentioned Plat No 6899, said point being 13. feet from the Easterly point of tangency of Curve No. 4 shown on said plat and running thence (1) South  $16^{\circ} 26' 16''$  East 22.10 feet; thence (2) North  $88^{\circ} 29' 00''$  East 27.92 feet; thence with the arc of a curve to the right, said curve having a radius of 152.00 feet, a chord bearing and distance of South  $60^{\circ} 48' 30''$  East 155.24 feet and (3) an arc distance of 162.93 feet; thence with the arc of a curve to the right, said curve having a radius of 1,012.00 feet, a chord bearing and distance of South  $24^{\circ} 48' 00''$  East 186.96 feet and (4) an arc distance of 187.22 feet; thence with the arc of a curve to the right, said curve having a radius of 3012.00 feet, a chord bearing and distance of South  $16^{\circ} 50' 00''$  East 280.27 feet and (5) an arc distance of 280.37

feet; thence (6) South  $14^{\circ} 10' 00''$  East 462.27 feet; thence with the arc of a curve to the right, said curve having a radius of 4812.00 feet a chord bearing and distance of South  $11^{\circ} 32' 00''$  East 442.17 feet and (7) an arc distance of 442.32 feet; thence (8) South  $08^{\circ} 54' 00''$  East 161.51 feet; thence (9) North  $81^{\circ} 06' 00''$  East 33.00 feet to a point in the Westerly line of the Rockville Pike opposite station 285+71.07 as shown on Maryland State Roads Commission Plat No. 12957; thence running with said Westerly line (10) South  $08^{\circ} 54' 00''$  East 50.00 feet; thence (11) South  $81^{\circ} 06' 00''$  West 33.00 feet; thence (12) South  $08^{\circ} 54' 00''$  East 590.57 feet; thence with the arc of a curve to the right, said curve having a radius of 1012.00 feet, a chord bearing and distance of South  $05^{\circ} 18' 30''$  East 126.79 feet and (13) an arc distance of 126.88 feet; thence (14) South  $1^{\circ} 43' 00''$  East 347.00 feet; thence with arc curve to the right, said curve having a radius of 118.00 feet, a chord bearing and distance of South  $45^{\circ} 38' 24''$  West 173.60 feet and (15) an arc distance of 195.06 feet; thence (16) North  $87^{\circ} 00' 13''$  West 323.00 feet; thence (17) South  $2^{\circ} 59' 47''$  West 20.00 feet to a point in the Northerly line of Grosvenor Lane; thence with same (18) North  $87^{\circ} 00' 13''$  West 30.00 feet; thence (19) North  $2^{\circ} 59' 47''$  East 20.00 feet; thence (20) North  $87^{\circ} 00' 13''$  West 46.85 feet; thence with the arc of a curve to the right, said curve having a radius of 218.00 feet, a chord bearing and distance of North  $58^{\circ} 01' 36''$  West 211.22 feet, and (21) an arc distance of 220.50 feet; thence (22) North  $29^{\circ} 03' 00''$  West 522.67 feet; thence with the arc of a curve to the left, said curve having a radius of 2932.00 feet, a chord bearing and distance of North  $31^{\circ} 55' 00''$  West 293.27 feet and (23) an arc distance of 293.39 feet; thence (24) North  $34^{\circ} 47' 00''$  West 157.74 feet; thence with the arc of a curve to the right, said curve having a radius of 378.00 feet, a chord bearing and distance of North  $11^{\circ} 26' 30''$  West 299.54 feet and (25) an arc distance of 307.99 feet; thence (26) North  $11^{\circ} 54' 00''$  East 385.19 feet; thence with the arc of a curve to the left, said curve having a radius of 632.00 feet, a chord bearing and distance of North  $6^{\circ} 08' 00''$  West 391.30 feet and (27) an arc distance of 397.83 feet; thence (28) North

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24° 10' 00" West 241.75 feet to a point in the Southerly line of Lux Lane; thence with said Southerly line (29) North 46° 18' 30" East 38.20 feet to a point lying South 46° 18' 30" West 45.15 feet from the North-westerly corner of the above mentioned Parcel B; thence (30) South 24° 10' 00" East 254.51 feet; thence with the arc of a curve to the right, said curve having a radius of 668.00 feet, a chord bearing and distance of South 6° 08' 00" East 413.59 feet, and (31) an arc distance of 420.49 feet; thence (32) South 11° 54' 00" West 385.19 feet; thence with the arc of a curve to the left, said curve having a radius of 342.00 feet, a chord bearing and distance of South 11° 26' 30" East 271.01 feet, and (33) an arc distance of 278.65 feet; thence (34) South 34° 47' 00" East 157.74 feet; thence with the arc of a curve to the right, said curve having a radius of 2968.00 feet, a chord bearing and distance of South 31° 55' 00" East 296.87 feet, and (35) an arc distance of 296.99 feet; thence (36) South 29° 03' 00" East 522.57 feet; thence with the arc of a curve to the left, said curve having a radius of 182.00 feet, a chord bearing and distance of South 58° 01' 36" East 176.34 feet and (37) an arc distance of 184.09 feet; thence (38) South 87° 00' 13" East 405.87 feet; thence with the arc of a curve to the left, said curve having a radius of 82.00 feet, a chord bearing and distance of North 45° 38' 24" East 120.64 feet and (39) an arc distance of 135.55 feet; thence (40) North 88° 17' 00" East 6.00 feet; thence (41) North 01° 43' 00" West 307.49 feet; thence with the arc of a curve to the left, said curve having a radius of 988.00 feet, a chord bearing and distance of North 5° 18' 30" West 123.79 feet and (42) an arc distance of 123.87 feet; thence (43) North 8° 54' 00" West 802.08 feet; thence with the arc of a curve to the left, said curve having a radius of 4788.00 feet, a chord bearing and distance of North 11° 32' 00" West 439.96 feet and (44) an arc distance of 440.12 feet; thence (45) North 14° 10' 00" West 462.27 feet; thence with the arc of a curve to the left, said curve having a radius of 2988.00 feet, a chord bearing and distance of North 16° 50' 00" West 278.04 feet, and (46) an arc distance of 278.14 feet; thence with the arc of a curve to the left, said curve having a radius of 988.00 feet, a chord bearing and distance of North 24° 48' 00" West 182.52 feet and (47) an arc distance of 182.78 feet; thence with the arc of a curve

to the left, said curve having a radius of 128.00 feet, a chord bearing and distance of North 60° 48' 30" West 130.73 feet and (48) an arc distance of 137.71 feet; thence (49) South 88° 29' 00" West 52.18 feet; thence (50) North 17° 26' 10" West 39.84 feet; thence with the Southerly line of Lux Lane along the arc of a curve to the right, said curve having a radius of 290.87 feet, a chord bearing and distance of North 74° 23' 31" East 17.00 feet, and (51) an arc distance of 17.00 feet; thence continuing along said Southerly line (52) North 76° 04' 00" East 13.03 feet to the place of beginning.

Said right of way to be held by the parties of the second part, as Trustees, in and upon the uses and trusts and with all the powers and duties and under all the terms and provisions as are set forth in (1) Deed of Trust dated June 13, 1962 and recorded in Liber 2975 at folio 691 of the Land Records of Montgomery County, Maryland; (2) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 257 of said Land Records; (3) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 260 of said Land Records; and (4) Deed of Trust dated April 3, 1964 and recorded in Liber 3203 at folio 210 of said Land Records, for the use and benefit of the owners and tenants of the apartment houses respectively located on the land described in said Deeds of Trust and for the use and benefit of all other persons lawfully entering in or upon the premises.

NOW THEREFORE FURTHER WITNESSETH that the parties of the first part do hereby grant and convey unto the parties of the second part an easement for the full use and enjoyment of the recreation area located on the following described part of said "Parcel B, Grosvenor Park", namely:

BEGINNING for the same at the end of the 4th or South 08° 43' 30" East 530.0 foot line of the land described in a Deed of Trust dated August 1, 1963 and recorded in the Land Records of Montgomery County, Maryland in Liber 3118 at folio 260 and running to include a portion of said parcel, the following courses and distances:

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(1) North 82° 04' 40" East 50.00 feet; thence (2) South 10° 38' 40" East 198.91 feet; thence (3) South 66° 02' 10" West 147.73 feet; thence (4) North 25° 38' 30" West 194.12 feet to a point in the common line between the South and Southwest Parcels; thence (5) North 30° 05' 00" West 189.53 feet; thence (6) North 10° 47' 00" East 42.75 feet; thence (7) North 71° 33' 50" East 198.09 feet to a point in the Easterly line of said Southwest Parcel; thence with a portion of said Easterly line (8) South 8° 15' 50" East 197.62 feet to the place of beginning;

Said easement to be held by the parties of the second part, as Trustees, in and upon the use and trusts and with all the powers and duties and under all the terms and provisions as are set forth in (1) Deed of Trust dated June 13, 1962 and recorded in Liber 2975 at folio 691 of the Land Records of Montgomery County, Maryland; (2) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 257 of said Land Records; (3) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 260 of said Land Records; and (4) Deed of Trust dated April 3, 1964 and recorded in Liber 3203 at folio 210 of said Land Records, for the use and benefit of the owners and tenants of the apartment houses respectively located on the land described in said Deeds of Trust and for the use and benefit of all other persons lawfully entering in or upon the premises.

AND the parties of the first part do hereby grant and convey unto the parties of the second part a right of way for ingress and egress to and from the above described recreation area over and across a service road located on the following described part of said "Parcel B, Grosvenor Park", namely:

BEGINNING for the same at a point in the 36th or South 29° 03' 00" East 522.67 foot line of the "Access Road" hereinabove described, said point being North 29° 03' 00" West 87.51 feet from the end of said 36th line and running thence with a portion of the same, (1) North 29° 03' 00" West 12.67 feet; thence (2) North 23° 05' 10" East 81.41 feet;

thence with the arc of a curve to the right, said curve having a radius of 310.00 feet, a chord bearing and distance of North 50° 08' 10" East 281.96 feet and (3) an arc distance of 292.71 feet; thence (4) North 77° 11' 10" East 126.78 feet to a point in the 5th or North 30° 05' 00" West line of the "Recreation Area" described above; thence with a portion of said line reversed (5) South 30° 05' 00" West 5.24 feet; thence with a portion of the 4th line of said recreation area reversed (6) South 25° 38' 30" East 5.12 feet; thence parallel to and 10 feet from the 2nd, 3rd and 4th lines herein, (7) South 77° 11' 10" West 129.47 feet; thence with the arc of a curve to the left, said curve having a radius of 300.00 feet, a chord bearing and distance of South 50° 08' 10" West 272.86 feet and (8) an arc distance of 283.27 feet; thence (9) South 23° 05' 10" West 89.19 feet to the place of beginning.

Said right of way to be held by the parties of the second part, as Trustees, in and upon the uses and trusts and with all the powers and duties and under all the terms and provisions as are set forth in (1) Deed of Trust dated June 13, 1962 and recorded in Liber 2975 at folio 691 of the Land Records of Montgomery County, Maryland; (2) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 257 of said Land Records; (3) Deed of Trust dated August 1, 1963 and recorded in Liber 3118 at folio 260 of said Land Records; and (4) Deed of Trust dated April 3, 1964 and recorded in Liber 3203 at folio 210 of said Land Records, for the use and benefit of the owners and tenants of the apartment houses respectively located on the land described in said Deeds of Trust and for the use and benefit of all other persons lawfully entering in or upon the premises.

The parties of the first part hereby warrant specially the rights of way and easement hereby granted and conveyed and agree to execute any further assurances thereof as may be requisite to vest same in the parties of the second part, as Trustees, as herein set forth, for the uses and purposes intended.



The said Mary Ellen Brewer and Karl W. Corby, Jr., for themselves and their respective heirs and assigns, hereby warrant and agree as follows:

(1) To plan, lay out, grade, construct and surface the peripheral roadway located as hereinabove described so as to afford and provide adequate ingress and egress from and to public highways to and from each of the apartment buildings located as herein set forth and to maintain such peripheral roadway in good repair and free from obstruction.

(2) To construct a swimming pool and bath house within the recreation area herein described and to maintain and operate such swimming pool and bath house in all respects according to county, municipal or other public ordinances or regulations pertaining thereto, and for the mutual use and benefit of all the tenants of the apartment buildings under reasonable rules and regulations applying equally to all such tenants.

(3) To plan, lay out, grade, construct and surface the access road affording ingress and egress to and from such recreation area, located as herein described and to maintain such access road in good repair and free from obstruction.

It is mutually understood and agreed as follows:

That the rights of way and easement hereinabove set forth and created shall be perpetual and shall not be construed as void or merged by reason of common ownership of the land affected thereby. The rights created herein may be modified or terminated by agreement among the fee owners and mortgage lienors.

That in the event of the transfer of title or ownership of any part or parts of the land affected by said rights of way and easement or the transfer of title or ownership of any one or more

of the apartment buildings located or hereafter located on said land, by deed or any other instrument or mode of transfer or conveyance, so as to vest title in the entire land and/or apartment buildings in other than a single or common ownership such transfer or conveyance shall be subject to the rights of way and easement hereby created and the provision for construction and maintenance of the peripheral roadway, access road and recreation area shall be construed as a covenant running with the land and each owner of an apartment building or buildings shall be liable for the maintenance and repair of said peripheral roadway, access road and recreation area in the proportion that the number of apartment units owned by him bears to the total number of apartment units situate on all the land.

That the peripheral roadway easement hereby created shall be non-exclusive and the parties of the first part, their heirs and assigns, shall have the right, and such right is reserved to grant the use and right of way of such peripheral roadway to others, including trustees under any Deeds of Trust existing or hereafter created; provided, however, that in the event such use is granted then the owner of an apartment building or buildings to which such use is granted shall be liable for the maintenance and repair of said peripheral roadway in the proportion that the number of apartment units owned bears to the total number of apartment units situated on all the land having the use of said peripheral roadway, and failure to promptly pay the attributable cost of such maintenance and repair shall terminate the right to use such peripheral roadway.

That nothing herein contained shall be construed as creating the relationship of agent, joint ventures or partnerships between the parties hereto and the parties of the second, third and fourth parts shall have no liability for the construction and/or maintenance of the peripheral roadway, access road and recreation area nor shall they be liable to any third person for loss, injury or damage resulting from the construction, use and repair thereof and the parties of the first part, for themselves and their respective heirs and assigns, hereby covenant and agree to save the other parties hereto harmless from the payment of any such loss, injury or damages and the parties of the first part shall at their own cost defend any and all suits or actions which shall be filed against the parties of the second, third and fourth parts, or any of them, for such loss, injury or damage and to pay promptly any judgments which shall be rendered in any such suit or actions.

That if the holder of the note secured by any of the deeds of trust herein mentioned should acquire any portion of the land or improvements herein referred to or described by reason of foreclosure sale under any of said deeds of trust, or otherwise, and subsequently conveys such land and/or improvements to another, the holder of the note shall thus be released from all liability hereunder and such liability shall pass to the successor in title.

That the term "recreation area" as used herein shall include, but not be limited to, swimming pool, bath house and all necessary equipment appurtenances, and accessories which are usual and/or desirable in the operation of a recreation area and swimming pool.

That the lien of each of the deeds of trust referred to herein shall be subject to and together with the rights of way, easement and other terms and provisions herein contained so that in the event of a foreclosure sale under said deeds of trust, or any of them, said rights of way, easement, terms and provisions shall survive and remain in full force and effect until terminated as herein elsewhere provided.

IN TESTIMONY WHEREOF, on the day and year first hereinbefore written, parties hereto of the first and second parts hereunto set their hands and seals and the party of the third part, METROPOLITAN LIFE INSURANCE COMPANY, has caused these presents to be signed in its corporate name by J A BERTRAND, its Vice President, attested by A CARNEY, its Assistant Secretary, and its corporate seal to be hereunto affixed and the party hereto of the fourth part, THE RIGGS NATIONAL BANK OF WASHINGTON, D. C., has caused these presents to be signed by HARRY L BERGMAN, its Vice President and attested by BYRON R FLETCHER, its ASST. CASHIER, and its corporate seal to be hereunto affixed.

WITNESS:

Edward M. Castle  
EDWARD M. CASTLE  
Mary Ellen Brewer (SEAL)  
Mary Ellen Brewer  
J. Newton Brewer, Jr. (SEAL)  
J. Newton Brewer, Jr.

WITNESS:

Karl W. Corby, Jr. (SEAL)  
Karl W. Corby, Jr.

Edward M. Castle  
EDWARD M. CASTLE

Joan W. Corby (SEAL)  
Joan W. Corby,

WITNESS:

Edward K. Jones

Edward K. Jones (SEAL)  
Edward K. Jones

Frederick A. Allnutt (SEAL)  
Frederick A. Allnutt

Martin R. West, Jr. (SEAL)  
Martin R. West, Jr.

METROPOLITAN LIFE INSURANCE COMPANY

By [Signature] Vice President

ATTEST:

[Signature]  
Assistant Secretary

THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.

By [Signature] Senior Vice President

ATTEST:

[Signature]  
ASSISTANT CLERK  
DISTRICT OF  
STATE OF MARYLAND  
Column 1317  
COUNTY OF MONTGOMERY, to-wit:

On this the 29<sup>th</sup> day of October, 1964, before me  
James C. Luttrell, the undersigned officer, personally  
appeared MARY ELLEN BREWER, J. NEWTON BREWER, JR., KARL W. CORBY, JR.,  
and JOAN W. CORBY known to me to be the persons whose names subscribed  
to the within instrument and acknowledged that they executed the same  
for the purposes therein contained.

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

James C. Luttrell  
Notary Public  
My Commission Expires: 11/11/66  
James C. Luttrell