

AMENDMENT TO DEED OF EASEMENT AND AGREEMENT

THIS AGREEMENT made this 12th day of January, 1979, by and between KARL W. CORBY, JR. and JOAN W. CORBY, his wife, parties of the first part; and THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., party of the second part.

WITNESSETH:

WHEREAS, by Deed of Easement and Agreement dated October 29, 1964 (hereinafter referred to as the "Agreement"), recorded among the Land Records of Montgomery County, Maryland on November 25, 1964, in Liber 3297 at Folio 175, the parties of the first part, together with MARY ELLEN BREWER and J. NEWTON BREWER, JR., did establish, grant and convey certain easements, roadways and a recreation area for the use and benefit of the tenants and occupants of the apartment buildings erected on certain real property in Montgomery County, State of Maryland (namely, the property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Property"), and

WHEREAS, the recreational area described in said Agreement as being a part of the Property has been heretofore conveyed by the parties of the first part to others, and is no longer included as part of said Property for purposes of this instrument; and

WHEREAS, the said KARL W. CORBY, JR., heretofore has acquired all of the rights, title and interest in the Property held by MARY ELLEN BREWER and J. NEWTON BREWER, JR., her husband, and

WHEREAS, the party of the first part is indebted unto the party of the second part, which indebtedness is secured by a deed of trust or deeds of trust against portions of the hereinafter described real property; and

WHEREAS, by the terms of the Agreement the parties of the first part (hereinafter sometimes referred to as the "Owners"), did establish, grant and convey the rights-of-way and agreements therein contained, and desire by these presents to confirm and ratify the Agreement and to include and add to said Agreement, as additional lands and parties entitled to use the Peripheral Roadway mentioned therein (herein called the "Peripheral Roadway") and (subject to the terms hereof) required to bear a share of the expense of the operation, maintenance and repair of said Peripheral Roadway, that certain tract of land containing approximately thirty (30) acres now owned by the parties of the first part and being as described on Exhibit "B" attached hereto and made a part hereof (hereinafter called the "Westerly Thirty Acres") and the present and future owners of such tract; and

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WHEREAS, the parties of the first part desire by these presents to forever establish and confirm the perpetual and unrestricted use and benefit of the aforesaid Peripheral Roadway for the tenants and occupants of the apartment buildings erected on the Property, and for the Owners thereof, their successors in interest and assigns in accordance with the terms and provisions hereof, and to provide for the maintenance, repair and replacement thereof and certain retention and drainage ponds and creeks on the Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Confirmation of Agreement. The Owners hereby confirm and ratify the Agreement and the establishment of perpetual use of the easements, rights-of-way and agreements therein contained; subject, however, to the terms and conditions thereof as herein modified.

2. Dedication. The Owners do hereby dedicate perpetually and forever the Peripheral Roadway, and the easement and right-of-way for use thereof, all as described in the Agreement, for the mutual and non-exclusive use and benefit in common of the tenants and occupants of the apartment buildings erected on the Property and for the Owners of said Property and their successors in interest and assigns (the present Owners of said Property and their successors in interest and assigns, but not their tenants or occupants, being hereinafter sometimes collectively referred to as the "Beneficiaries"), such easements and agreements to be deemed covenants running with the Property described on Exhibit "A" and to be construed as covenants and not as conditions. All of said roadway easements shall be and are hereby perpetually established for purposes of vehicular and pedestrian ingress, egress and passage over and across the actual lands on which the Peripheral Roadway is now constructed and the easement areas as specifically described in the Agreement. The aforesaid Peripheral Roadway is described on Exhibit "C" attached hereto and made a part hereof.

3. Maintenance Obligations. The Agreement provides, inter alia, that in the event of the transfer of title or ownership of any part or parts of the Property and/or one or more of the apartment buildings erected on the Property, any such conveyance is to be subject to the terms of the Agreement, the easements, rights-of-way, and conditions thereof including proportional contribution by the successor owners thereof for the expenses incurred in the maintenance and repair of the Peripheral Roadway. The Owners do hereby include the cost of proper maintenance, cleaning, and repair of the aforementioned retention and drainage ponds and creeks on the Property as obligations of the owner or owners of the Property as hereinafter provided. All of the aforesaid Peripheral Roadway, together with the aforesaid drainage ponds and creeks on the Property, are hereinafter sometimes collectively referred to as the "Easement Areas". Accordingly, it is hereby confirmed and agreed that the various obligations to pay for the costs of repair, maintenance and operation of the Easement Areas shall devolve upon, and be assumed and performed by, the owner or owners of the Property and the buildings thereon; subject to certain provisions contained in the Agreement, as hereby amended, concerning contributions or reimbursements (from all Owners benefiting from the Easement Areas) for the costs of such maintenance, repair and operation.

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4. Maintenance Trust Agreement. There is hereby established by the Owners, in accordance with the following provisions of this Article 4, the Grosvenor Park Maintenance Trust (hereinafter called the "Trust") for the purposes of operating the Easement Areas on the following terms, namely:

(A) Trust Purposes. The purposes and functions of the Trust shall be to operate and manage, and to arrange for the maintenance and repair of the aforesaid Easement Areas for the mutual benefit of the Beneficiaries and their successors in interest (such maintenance and repairs to include, without limitation, repairs to and replacement of the surface, gutters, curbs, paving and sidewalks, and for necessary lighting, removal of snow, ice, rubbish and debris, landscaping and all other matters necessary for such proper maintenance), including also the maintenance and upkeep of the creeks and drainage ponds located within said Easement Areas, in a clean and orderly condition, and to determine, establish and collect from the Beneficiaries (and such other parties as may be mentioned hereinbelow for such purposes) their respective proportionate share of the costs of operating, managing, repairing and maintaining said Easement Areas.

(B) Authority of Trustees. In order to discharge this Trust and to effectuate its purposes, the Trustees hereunder shall have the following authorities and powers:

(i) Owners and their successors in interest owning the Property and the Easement Areas hereby grant to the Trustees (and their successor trustees hereunder) and their contractors, agents, employees and servants the right of reasonable pedestrian and vehicular ingress, egress and access on, over, across and through said Property and Easement Areas in order to effectuate the purposes, intent and powers reposed and created in, to and in favor of the Trustees under the Trust established under this Article 4.

(ii) The Trustees shall have the right, power and authority:

(a) to contract for work necessary to discharge the Trust purposes provided that no such contract shall exceed a period of one year.

(b) to assess the Beneficiaries in a manner hereinafter described in order to provide, in advance, funds sufficient to discharge the Trust purposes. Such assessments are to be based on prior experience relative to cost, expenses, inflationary factors and all other reasonable estimates determined to be necessary by the Trustees.

(c) to maintain on a permanent or part time payroll such employees necessary to discharge the Trust purposes.

(d) to obtain all insurance and other protection deemed necessary by the Trustees.

(e) to perform all other administrative functions necessary to perform the Trust purposes.

(C) For purposes of this Trust, the Beneficiaries thereof shall be classified as "Active Beneficiaries" or as "Future Beneficiaries" (as those terms are defined hereinbelow).

(i) Active Beneficiaries shall be the owners of such portions of the aforesaid Property upon which improvements have been constructed.

(ii) Future Beneficiaries shall be the owners of such portions of the Property upon which improvements have not been constructed as of the date hereof.

(D) Board of Trustees; Appointment. There is hereby established by the Owners a Board of Trustees (hereinafter sometimes called the "Board") which shall operate, conduct, manage, supervise and discharge this Trust reposed in them for the purposes contained in this Article 4. Subject to the terms of this Subparagraph (D), only the Active Beneficiaries (or group thereof, in case of multiple ownership of a single building as mentioned below) shall be entitled to appoint one (1) Trustee to said Board. A Future Beneficiary shall become an Active Beneficiary, for purposes of this Article 4, upon the commencement of construction of any "improvements" (defined for purposes hereof to mean bona fide commencement of construction of any buildings intended for residential or commercial occupancy and use) upon any portion of said Property owned by such Future Beneficiary. Notwithstanding the subdivision or multiple ownership or division of ownership of any portion(s) of the Property owned by any such Active Beneficiary, there shall be only one (1) Trustee allocated to the owner of each parcel of property described in Exhibit "D". In the case of multiple owners of a single building (as, for example, in the case of a condominium or cooperative apartment or office building), the owners of the units in such building shall by majority vote amongst them, elect and designate the one (1) Trustee who will be allocated to and represent that particular building. Furthermore, it is agreed that all garden apartment buildings erected on the Property as of the date hereof and multiple buildings erected on one parcel, shall be deemed to constitute only one (1) building, and that the said owners (including also the owners of any present or future condominium and/or cooperative dwelling units therein) shall constitute in the aggregate only one (1) Active Beneficiary, for purposes of selecting amongst them one (1) Trustee to represent all of them. The owners of each respective high-rise or mid-rise building (including all owners of condominium and/or cooperative dwelling units therein) shall be entitled to elect only one (1) Trustee to represent that respective building.

(E) Meetings of Board. The Board of Trustees shall meet not less frequently than semi-annually at such times, places and dates in the Metropolitan Area of Washington, D.C., as shall be established from time to time by Trustees possessing in the aggregate a majority of the votes on the Board. Written notices of each such Board meeting, including the date, time and place thereof, shall be sent by the majority calling such meetings to each Trustee at least five (5) days in advance of the meeting, by U.S. First Class Mail, postage prepaid, addressed to each Trustee at his last known address shown on the records of the Board. The Trustees shall elect and designate a Chairman who shall conduct all such meetings, and a Secretary who shall keep accurate minutes of all proceedings thereat.

(F) Voting. The entire Board of Trustees shall have a total voting interest of one hundred percent (100%). The percentage of voting interest held by each Trustee at any given time shall be the percentage of "units" (as defined below) then constructed upon that portion of the Property owned by that Trustee's Active Beneficiary, as such percentage bears to the total number of all units then constructed on all of the Property owned by all Active Beneficiaries at that particular time. The term "units" as used in this Article 4 shall mean, with respect to residential property, the total number of all constructed residential housing units. With respect to commercial, the term "units" shall mean the floor area in square footage of all covered and enclosed improvements divided by one thousand (1,000). The number of such units, whether residential or commercial, as reflected on the building plans supporting the respective government-issued building permit, shall be the "units" for the purposes of a new Active Beneficiary who has commenced construction. The Trustees shall vote their respective voting interests on all matters relating to the Trust purposes. Unless otherwise provided by law or this instrument, a majority of the voting interests of the Trustees shall determine all matters concerning the operation of the Trust and its powers, functions, purposes, decisions and actions.

(G) Assessments. Each of the Active Beneficiaries shall bear and pay its "proportionate share" (as defined below) of the "operating expenses" (as defined below) for said Easement Areas, within fifteen (15) days after the date of each notice for such payments sent by the Board. All such assessments for operating expenses shall be as determined and established from time to time by the Board of Trustees. The term "proportionate share" for purposes hereof shall mean, as to each Active Beneficiary, the same percentage of each total assessment established by the Board as the number of units then owned by such Active Beneficiary bears to all units on the Property at such time. The Board shall have exclusive power and authority to determine and establish the assessments for said operating expenses for the Easement Areas, and to levy, assess and collect same from the Active Beneficiaries. This Article 4 shall supersede and prevail over any contrary or conflicting provisions in the Agreement. For purposes hereof, the term "operating expenses" is defined to include all costs in connection

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with the management, maintenance, operation, repair and replacement of the Easement Areas on the Property, including without limitation, the cost of paving, repaving, curbing, plumbing, electrical maintenance, lighting utility charges, fencing, painting, cleaning, drainage, sodding, seeding, care and maintenance of shrubs, trees and plants, lighting, cleaning, snow removal, insurance, real estate taxes and assessments, front foot benefit charges, replacement reserves, all costs of repair, maintenance and upkeep of creeks and drainage ponds within the Peripheral Roadways, and all other costs and expenses normally and typically incident to the maintenance, operation, repair and replacement of similar facilities, but exclusive of mortgage payments of principal and interest, and depreciation. All funds paid by the Active Beneficiaries on account of assessments hereunder shall be held as a trust fund by the Trustees, and shall be applied solely on account of the operating expenses for the Easement Areas.

(H) Enforcement and Remedies. Each of the Beneficiaries (the Owners and their successors in interest owning the Property or any portions or portion thereof) acknowledges the equity, fairness and reasonableness of the terms, methods and procedures herein set forth. Each Active Beneficiary further acknowledges that refusal to pay its proportionate share of any such assessment made by the Board of Trustees would result in unjust enrichment to the defaulting Active Beneficiary, and would therefor fully entitle the Board to, and would support, all available judicial relief at law and in equity, including also without limitation claims for damages, costs and attorneys' fees. Any such payment due from an Active Beneficiary hereunder which is not paid to the Board shall constitute a default of such Beneficiary hereunder. In the event of any such default, the Board of Trustees may engage legal counsel and may bring actions at law and/or in equity against the defaulting Beneficiary for collection of such payments in default, and shall be entitled to collect from such party interest at the rate of eight percent (8%) per annum on the amount due and owing, actual costs of collection and reasonable attorneys' fees of not less than fifteen percent (15%) of the amount of any judgment rendered. Neither such default, nor any action taken in respect thereof pursuant to this paragraph, shall relieve or otherwise diminish the continuing liability of such defaulting owner and its respective portion of the Property for payment of its proportionate share of operating expenses of the Easement Areas. No owner of any of the Property may exempt itself from liability for payment of its proportionate share of the operating expenses of the Easement Areas by a waiver of the use or enjoyment of said Easement Areas or by abandonment of its land within the Property.

(I) Amendment and Joinder. This Trust may be amended from time to time, (i) by affirmative vote of Trustees holding a majority of the voting interests, in any manner consistent with the Trust purposes and necessary to the fulfillment thereof, or (ii) upon reasonable requests of any mortgagee secured by the Property or any part thereof. All Beneficiaries agree to join in the execution of all documents necessary to implement and further confirm the authority of the Board of Trustees. In the event the Board should determine that another form of entity (e.g., corporation or unincorporated association) would be more desirable to fulfill the Trust purposes and objectives, all Beneficiaries will cooperate and join in execution of the documents necessary therefor.

(J) Miscellaneous Trust Provisions.

(i) All parties owning or having any interest in the Peripheral Roadways and the creeks and drainage ponds comprising the Easement Areas, hereby grant to the Board of Trustees and their contractors, agents and employees, access thereto necessary to fulfill the Trust purposes.

(ii) Upon the change from the status of a Future Beneficiary to an Active Beneficiary, all then existing assessments will be pro-rated to the date of such change. Should a new Active Beneficiary abandon construction of improvements on its portion of the Property then such party shall revert to the status of a Future Beneficiary, with no rights or obligations under this Article 4 (but only as regards the incomplete units on party's property for which construction is abandoned), until construction thereof is resumed, after which time such party shall again become an Active Beneficiary for purposes of this Article 4.

(iii) Nothing herein shall be construed as a conveyance of a property interest to the Trustees or Board, and they shall have no right to modify the configuration or existing uses of the Peripheral Roadway or other portions of the Easement Areas, as existing as of the date hereof. All parties hereto do hereby agree not to relocate, move or obstruct the said Easement Areas.

(iv) The Active Beneficiaries will designate their respective Trustees, in the manner aforesaid, by written notice to each other upon the execution of this instrument. Any such Active Beneficiary may remove and shall then promptly replace its respective Trustee by written notice to the Board and all other then Active Beneficiaries from time to time. All successor Trustees shall have all of the powers, authority and rights, and be bound by all obligations, of Trustees hereunder.

(v) Actions of Trustees. The Trustees shall exercise their best judgment in performing their duties, functions and activities under the Trust created in this Article 4, but they do not assume nor shall they have any personal liability for any actions taken by them in good faith, nor shall they incur any responsibility by reason of any error of law or anything done, suffered or omitted to be done, except for their own individual willful misconduct. No Trustee shall be liable for the wrongful acts of any other Trustee(s). The Trustees designated as such shall execute and deliver to all Active Beneficiaries their written acceptance of such designation.

(vi) Trustees' Compensation. The Trustees and Board shall receive no compensation for their services or functions hereunder, unless otherwise expressly agreed by all Active Beneficiaries. Any such compensation so agreed to shall be paid only by the Active Beneficiaries as an operating expense of the Easement Areas in accordance with the terms of this Article 4.

(vii) Trustees' Indemnity. The Trustees as such shall be indemnified, by the Active Beneficiaries, against all costs, charges, expenses and other liabilities, including the costs of employment of counsel, incurred by

the Trustees in good faith in the exercise of any power conferred upon them by these presents; and the Active Beneficiaries hereby covenant with the Trustees that the Active Beneficiaries will save harmless and keep indemnified the Trustees of and from all loss or damage which the Trustees may sustain or be put to by reason of anything that the Trustee may lawfully do in the execution of this Trust.

(viii) Further Authorizations. The Trustees shall be and are hereby further empowered to obtain and maintain in force such policies of hazard, public liability and other insurance on the Easement Areas, and to pay, out of assessment funds furnished by the Active Beneficiaries, all such insurance premiums, real estate taxes and assessments and front foot benefit charges (excepting, however, any taxes, assessments, front foot benefit charges or other governmental impositions at any time(s) levied in respect of any new, anticipated, or future construction or improvements hereafter on the Westerly Thirty Acres or any portions thereof), as may be levied thereon by governmental and quasi-governmental authorities, and to pay all such other operating expenses as may arise from time to time in respect to the Easement Areas, and to contract for and otherwise procure the performance of all maintenance, repairs, upkeep and services necessary for the Easement Areas. Nothing herein shall be deemed to obligate the Trustees to incur any personal obligation to pay any such operating expenses from their own personal funds, nor to advance their own personal funds for such purposes.

5. Easements for Utilities and Common Facilities.

(A) Subject to all terms and conditions hereof, the Owners hereby grant to the Beneficiaries hereof, their respective successors in interest and assigns, easements and rights-of-way upon, over, across and below the aforesaid Peripheral Roadway on their respective properties aforesaid, for the continued use, replacement, operation, installation, maintenance and repair of the now existing water lines, sanitary sewer lines (including necessary manholes and appurtenances), storm water drainage, gas lines, electric lines, wiring and service equipment, telephone and utility transmission lines and service equipment, and any and all other utilities now existing in said Easement Areas and serving said Property and improvements now or hereafter erected thereon.

(B) The easements and rights-of-way for such utilities hereby declared, granted and conveyed shall be perpetual, and shall inure to the benefit of and burden the aforesaid Property, and all present and future owners of all or any portion(s) thereof. These easements and rights-of-way shall include the right to connect, extend, construct, reconstruct, repair, operate, maintain, and remove, or to license or contract for the performance of any of the foregoing, together with the right, privilege, easement and authority for such ingress and egress of pedestrian and vehicular traffic over said Peripheral Roadway, as may be reasonably required for the employees, contractors, agents, representatives and licensees of the Beneficiaries, and to do all other acts and things requisite, necessary or convenient for the full enjoyment of the easements and rights-of-way hereby declared, granted and conveyed; PROVIDED, HOWEVER, that nothing herein contained shall permit the owner of any of the Property to use or otherwise share in

such utility services as belonging or otherwise pertaining to any of the portions of the Property not owned by such owners.

(C) In the installation or repair of any utility service within the Peripheral Roadway, the party making such installation or repair shall restore, as nearly as possible, the Easement Area to its condition prior to performing such work, including, but without limitation, backfilling of trenches, sodding of lawns, replacement of shrubbery, and the repaving or resurfacing of paved areas.

6. Benefits to Westerly Thirty Acres. The Owners, for themselves and their successors in interest, do hereby grant, declare and confirm for the benefit of themselves and their successors in interest as owners of the aforesaid Westerly Thirty Acres described on Exhibit "B" hereto, that the use of the aforesaid Peripheral Roadway easement shall be perpetually available to the owner or owners of the Westerly Thirty Acres for non-exclusive pedestrian and vehicular ingress, egress and passage, under the same terms and conditions as herein pertain to the use thereof by all Beneficiaries (except as otherwise provided in this paragraph). It is agreed that the Owners and their successors in interest owning the Westerly Thirty Acres (or any portion or portions thereof), upon commencement of construction of any improvements thereon, shall be deemed to be Active Beneficiaries for purposes of Article 4 hereof, and as such shall be bound by and comply with all terms and provisions of said Article 4 applicable to Active Beneficiaries as therein defined, except as otherwise provided in this Article 6. However, the owners of the Westerly Thirty Acres shall not be required to contribute toward the costs of upkeep, repair, maintenance or care of the creeks or drainage ponds situated in the Easement Areas, unless such work is made necessary by reason of any construction or other activities, negligence or other acts of the owners of the Westerly Thirty Acres.

7. Repair of Damage. If any owner of the Property or the Westerly Thirty Acres, or any portion(s) thereof, or their respective contractors, agents or employees, should damage any of the Easement Areas (whether as a result of any construction work, negligence or other acts), then the party causing such damage (or whose contractors, agents or employees caused same) shall promptly and at its own expense repair such damage. The Trustees of the Trust established under Article 4 hereof, and also the Beneficiaries or any of them, shall be entitled to enforce by appropriate legal or equitable remedies the repair obligations contained in this Article 7, and if successful to recover all reasonable attorneys' fees and court costs incurred in such actions.

8. Separability. If any provision hereof shall be finally held by a court of competent jurisdiction and last resort to be unlawful or unenforceable, then this instrument shall be construed as if such unlawful or unenforceable provisions were not herein contained, and the remaining provisions hereof not so adjudicated unlawful or unenforceable shall continue in force. This Agreement shall be construed under the laws of the State of Maryland.

9. Binding Effect. The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

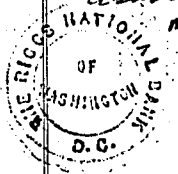
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first above written.

Patricia F. Corby
Witness *PATRICIA F. CORBY*

Karl W. Corby, Jr.
Witness
KARL W. CORBY, JR.

ATTEST:

M. Elrod
Assistant Cashier
M. ELROD



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

Joan W. Corby (SEAL)
Joan W. Corby

THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.

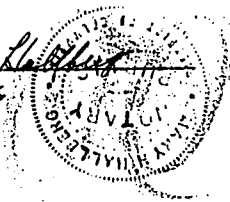
By *Jerome P. Griffin* (SEAL)
Senior Vice President
JEROME P. GRIFFIN

STATE OF District of Columbia) SS:
COUNTY OF _____)

I, Mary H. Hallberg a Notary Public in and for the jurisdiction aforesaid, hereby certify that before me therein personally appeared KARL W. CORBY, JR., and JOAN W. CORBY, who are personally well known to me to be the persons named in the foregoing instrument, and being by me sworn acknowledged same to be their act and deed and that they executed same for the purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1979.

Mary H. Hallberg
Notary Public
MARY H. HALLBERG
My Commission Expires: August 31, 1979

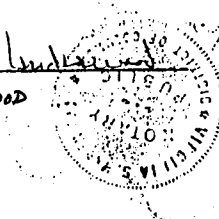


DISTRICT OF COLUMBIA) SS:

I Virginia S. Underwood a Notary Public in and for the jurisdiction aforesaid, do hereby certify that before me therein personally appeared JEROME P. GARFINK who is personally well known to me to be the SR. Vice Pres. of THE RIGGS NATIONAL BANK of Washington, D.C. and being by me sworn acknowledged that he executed the foregoing instrument for and on behalf of said corporation as its corporate act and deed and for the purposes therein set forth, and delivered the same as such.

GIVEN under my hand and notarial seal this 12th day of January, 1979.

Virginia S. Underwood
Notary Public
VIRGINIA S. UNDERWOOD
My Commission Expires: 9-30-80



Handwritten mark

EXHIBIT "A"
TO
AMENDMENT TO DEED OF EASEMENT AND AGREEMENT
PROPERTY DESCRIPTION

That certain tract of real property situate in the County of Montgomery, State of Maryland, described as follows:

"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.

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LIBER 5271 FOLIO 515
EXHIBIT "B"

TO

AMENDMENT TO DEED OF EASEMENT AND AGREEMENT

THIRTY ACRE PARCEL

Part of that tract of land lying and being in Election Districts 4 and 7 and in Montgomery County, Maryland in the general area of Grosvenor Park at the Northwest Quadrant of Rockville Pike and Grosvenor Lane as conveyed to Karl W. Corby, Jr. by deed dated August 15, 1972 and recorded in Liber 4257, folio 410, the herein described part lying west of Parcel "B", Grosvenor Park, as per plats recorded in Plat Book 72 Plats No. 6899 and 6900, and East of Route 70-S and bounded on the South by Grosvenor Lane and on the North by the proposed extension of Tuckerman Lane, said area being more particularly described as follows:

BEGINNING FOR THE SAME at a point on the Southerly line of Tuckerman Lane at the Westerly corner of the said Parcel "B", Grosvenor Park, as per plat thereof as recorded in Plat Book 72, Plat 6899, thence leaving Tuckerman Lane and with the outlines of Parcel "B" as shown on plats No. 6899 and 6900;

- (1) South 12° 32' 10" East 2072.27 feet to a point; thence
- (2) South 33° 32' 56" East 334.38 feet to a point in the North line of Grosvenor Lane, thence with said Lane;
- (3) North 87° 00' 13" West 124.47 feet to a point in the Northeast line of Interstate Route 70-S, thence with said Highway,
- (4) North 32° 56" West 956.96 feet to a point; thence
- (5) 1700.92 feet along the arc of a curve to the left having a radius of 3969.72 feet and a chord of North 45° 49' 25" West 1687.94 feet to a point, thence leaving said Highway;
- (6) North 03° 49' 50" West 566.09 feet to a point in the Southerly line of the proposed extension of Tuckerman Lane, thence with said Lane:
- (7) South 50° 30' 40" East 566.36 feet to a point; thence

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- (8) 576.61 feet along the arc of a curve to the left having a radius of 540.00 feet, and a chord South $81^{\circ} 06' 05''$ East 549.61 feet to a point of compound curve, thence
- (9) 278.76 feet along the arc of a curve to the left having a radius of 720.00 feet and a chord of North $57^{\circ} 18' 30''$ East 274.76 feet to a point; thence
- (10) North $46^{\circ} 18' 30''$ East 76.97 feet to the place of beginning and contains 30.1483 acres, more or less

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EXHIBIT "C" LIBER 5271 FOLIO 517
TO
AMENDMENT TO DEED OF EASEMENT AND AGREEMENT
PROPERTY DESCRIPTION
OF
PERIPHERAL ROAD

SAID Peripheral Road referred to above is more particularly described as 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 13.03 feet from the easterly point of tangency of Curve No. 4 shown on said plat and running thence

- (1) South 16° 26' 10" East 22.10 feet; thence
- (2) North 38° 29' 00" East 27.82 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° 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° 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° 50' 00" East 280.27 feet and
- (5) an arc distance of 280.37 feet; thence
- (6) South 14° 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° 32' 00" East 442.17 feet and
- (7) an arc distance of 442.32 feet; thence
- (8) South 08° 54' 00" East 161.51 feet; thence
- (9) North 81° 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° 54' 00" East 50.00 feet; thence
- (11) South 81° 06' 00" West 33.00 feet; thence
- (12) South 08° 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° 18' 30" East 126.79 feet and
- (13) an arc distance of 126.88 feet; thence
- (14) South 1° 43' 00" East 347.00 feet; thence with arc curve to the right, said curve having a radius of 113.00 feet, a chord bearing and distance of South 45° 38' 24" West 173.60 feet and

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- (15) an arc distance of 195.06 feet; thence
- (16) North 87° 00' 13" West 323.00 feet; thence
- (17) South 2° 59' 47" West 20.00 feet to a point in the northerly line of Grosvenor Lane; thence with same
- (18) North 87° 00' 13" West 30.00 feet; thence
- (19) North 2° 59' 47" East 20.00 feet; thence
- (20) North 87° 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° 01' 36" West 211.22 feet, and
- (21) an arc distance of 220.50 feet; thence
- (22) North 29° 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° 55' 00" West 293.27 feet and
- (23) an arc distance of 293.39 feet; thence
- (24) North 34° 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° 26' 30" West 299.54 feet and
- (25) an arc distance of 307.99 feet; thence
- (26) North 11° 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° 08' 00" West 391.30 feet and
- (27) an arc distance of 397.83 feet; thence
- (28) North 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

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- (35) an arc distance of 296.99 feet; thence
- (36) South 29° 03' 00" East 522.67 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 347.49 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 278.04 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 137.21 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.

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EXHIBIT "D"

TO

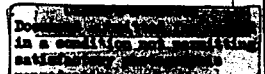
AMENDMENT TO DEED OF EASEMENT AND AGREEMENT

1. Parcel I

Land and improvements, consisting of 9.4893 acres improved by 420 high-rise apartment units, located at 10500 Rockville Pike, Rockville, Maryland being part of Parcel "B", Grosvenor Park, as shown on a plat recorded among the Land Records of Montgomery County, Maryland, in Plat Book 72 at Plat 6899 and being more particularly described as follows:

Beginning for the same at a point in the southerly line of Tuckerman Lane, said point being also the northwesterly corner of the above-mentioned Parcel "B" and running thence with said southerly line

- (1) North 46° 18' 30" East 610.00 feet; thence
- (2) an arc distance of 151.07 feet along the arc of a curve to the right having a radius of 290.87 feet and a chord bearing and distance of North 61° 11' 15" East 149.38 feet; thence
- (3) North 76° 04' 00" East 130.11 feet; thence
- (4) South 63° 05' 00" East 44.48 feet to a point in the westerly line of the Rockville Pike; thence with the same
- (5) South 22° 14' 00" East 478.91 feet; thence
- (6) an arc distance of 141.97 feet along the arc of a curve to the right, said curve having a radius of 2804.79 feet and a chord bearing and distance of South 20° 47' 00" East 141.95 feet; thence leaving said westerly line
- (7) South 65° 11' 00" West 265.00 feet; thence
- (8) North 77° 41' 00" West 431.93 feet; thence
- (9) South 77° 27' 50" West 280.00 feet; thence
- (10) North 12° 32' 10" West 155.00 feet to the place of beginning, containing 413,352 square feet or 9.4893 acres of land.



2. Parcel II

Land and improvements, consisting of 11.5353 acres improved by 413 high-rise apartment units, located at 10401 Grosvenor Place, Rockville, Maryland being part of Parcel "B", Grosvenor Park, as shown on two record plats recorded among the Land Records of Montgomery County, Maryland, in Plat Book 72 at Plats 6899 and 6900 and being more particularly described as follows:

Beginning for the same at a point in the westerly or North 12° 32' 10" West 2072.27 foot line shown on the above-mentioned Plat, said point being southerly 155.00 feet along said line from the end thereof and running thence

- (1) North 77° 27' 50" East 280.00 feet; thence
- (2) South 77° 41' 00" East 431.93 feet; thence
- (3) South 15° 09' 20" East 680.00 feet; thence
- (4) South 87° 42' 40" West 494.99 feet; thence
- (5) North 79° 17' 10" West 235.00 feet to a point in the above-mentioned westerly line; thence with a portion of same
- (6) North 12° 32' 10" West 680.00 feet to the place of beginning, containing 11.5353 acres of land.

3. Parcel III LIBER 5271 FOLIO 522

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Land and improvements, consisting of/ acres improved by 215 garden apartment units, located along Rockville Pike, Rockville, Maryland, being part of Parcel lettered "B" in the Subdivision known as "Grosvenor Park," as per plat recorded in Plat Book 72, Plat 6900, one of the Land Records of Montgomery County, Maryland, being in part a subdivision of Parcel "A" in the subdivision known as "Grosvenor Park," as per plat recorded in Plat Book 70, Plat 6658, of said Land Records and described as follows:

Beginning at a point in the westerly line of Rockville Pike, which was the southeasterly or most easterly corner of said former Parcel "A", and running thence with the southerly line of said former Parcel "A"

- (1) South 82° 04' 40" West 220.00 feet; thence
- (2) North 08° 45' 30" West 530.00 feet; thence
- (3) North 41° 55' 30" West 220.50 feet; thence
- (4) North 24° 17' 10" East 206.59 feet; thence
- (5) North 15° 09' 20" West 680.00 feet to the northerly line of said former Parcel "A"; thence along the northerly line of said former Parcel "A"
- (6) North 65° 11' 00" East 265.00 feet to a point in the westerly line of Rockville Pike which was the north-easterly or most northerly corner of said former Parcel "A"; thence
- (7) along the westerly line of Rockville Pike and the outline of said former Parcel "A", deflecting to the right along the arc of a curve having a radius of 2804.79 feet, an arc distance of 162.76 feet; thence
- (8) South 73° 59' 30" West 50.00 feet; thence
- (9) South 15° 43' 20" East 28.85 feet; thence
- (10) North 74° 35' 30" East 50.00 feet; thence
- (11) deflecting to the right along the arc of a curve having a radius of 2804.79 feet, an arc distance of 303.51 feet; thence
- (12) South 80° 47' 30" West 35.00 feet; thence
- (13) South 08° 59' 00" East 29.49 feet; thence
- (14) North 81° 06' 00" East 35.00 feet; thence
- (15) South 08° 54' 00" East 132.00 feet; thence
- (16) South 81° 06' 00" West 16.00 feet; thence
- (17) South 08° 54' 00" East 30.00 feet; thence
- (18) North 81° 06' 00" East 16.00 feet; thence
- (19) South 08° 54' 00" East 446.00 feet; thence
- (20) South 81° 06' 00" West 22.00 feet; thence
- (21) South 08° 54' 00" East 30.00 feet; thence
- (22) North 81° 06' 00" East 22.00 feet; thence
- (23) South 08° 54' 00" East 285.08 feet to a point of a curve; thence deflecting to the right along the arc of a curve having a radius of 11,399.16 feet, an arc distance of 194.53 feet to the point of beginning.

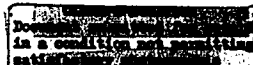


4. PARCEL IV

Part of PARCEL B, GROSVENOR PARK, as the same is shown on Plat of Subdivision recorded in Plat Book 72, Plat No. 6900 one of the Land Records of Montgomery County, Maryland, described as follows:

BEGINNING at a point in the Westerly or North 12° 32' 10" West line of said Parcel B at a point distant North 12° 32' 10" West 87.57 feet from the South end of said line and running thence with a part of said Westerly line

- (1) North 12° 32' 10" West 665.28 feet to a point; thence leaving said Westerly line and running into said Parcel B
- (2) North 67° 27' 50" East 246.92 feet to a point, thence
- (3) North 89° 46' 30" East 454.70 feet to a point; thence
- (4) South 08° 43' 30" East 530.00 feet to a point, thence
- (5) South 38° 05' 40" West 57.98 feet to a point, thence
- (6) South 73° 10' 02" West 609.11 feet to the point of beginning, containing 431,107 square feet or 9.8969 acres, according to unrecorded plat of division made by Shepherd, Worthington and Prescott, Inc., dated January 14, 1963, and designated "S.W. PARCEL" on said unrecorded plat.



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5. PARCEL V

Part of Parcel "B" as delineated on a plat of subdivision entitled "Sheet 1 of 3, and Sheet 2 of 3, Parcels, "B" and "C", "GROSVENOR PARK", MONTGOMERY COUNTY, MARYLAND, and recorded among the Land Records of Montgomery County in Plat Book 72, Plat No. 6899 and Plat No. 6900 and being part of those tracts of land described in a conveyance by Mary Ellen Brewer and Karl W. Corby, Jr., to Karl W. Corby, Jr., by deed dated August 15, 1972, and recorded among the Land Records of Montgomery County, Maryland in Liber 4257 at Folio 410, and being more particularly described as follows:

Beginning for the same at a point on the Westerly or North 12° 32' 10" West

2072.27 foot plat line, said point being South 12° 32' 10" East 835.00 from the Northwest corner of Parcel "B" Grosvenor Park, thence leaving said Westerly plat line and running to cross and include part of said Parcel "B" Grosvenor Park

- (1) South 79° 17' 10" East 235.00 feet to a point, thence
- (2) North 87° 42' 40" East 494.99 feet to a point, thence
- (3) South 24° 17' 10" West 206.71 feet to a point, thence
- (4) South 41° 55' 30" East 220.67 feet to a point, said point being at the Northeast corner of a plat of condominium entitled, "Grosvenor Park Condominium", Plat Plan, recorded among the Land Records of Montgomery County, Maryland in Condominium Plat Book 5, Plat No. 470, thence running with the two Northerly courses of said condominium plat
- (5) South 89° 46' 30" West 454.70 feet to a point, thence

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- (6) South $67^{\circ} 27' 50''$ West 246.92 feet to a point, said point being the Northwest corner of the aforesaid condominium plat entitled "Grosvenor Park Condominium" said point also being on the most Westerly or North $12^{\circ} 32' 10''$ West 2072.27 foot Plat Line of Parcel "B", Grosvenor Park, 1319.49 feet from the Northerly end of said plat line, thence running with part of said plat line
- (7) North $12^{\circ} 32' 10''$ West 484.49 feet to the place of beginning containing an Area of 5.4732 Acres of land, more or less.

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6. PARCEL VI

Part of Parcel "B" as delineated on a plat of subdivision entitled "Sheet 1 of 3, and Sheet 2 of 3, Parcels, "B" and "C", "Grosvenor Park", MONTGOMERY COUNTY, MARYLAND, and recorded among the Land Records of Montgomery County in Plat Book 72, Plat No. 6899 and Plat No. 6900 and being part of those tracts of land described in a conveyance by Mary Ellen Brewer and Karl W. Corby, Jr., to Karl W. Corby, Jr., by deed dated August 15, 1972, and recorded among the Land Records of Montgomery County, Maryland in Liber 4257 at Folio 410, and being more particularly described as follows:

Beginning for the same at the Southwest corner of Parcel "B", Grosvenor Park, said point also being on the Northerly Right of Way line of Grosvenor Lane, thence running with the most Westerly line of Parcel "B" and leaving the Northerly Right of Way line of Grosvenor Lane (80 feet wide)

- (1) North $33^{\circ} 32' 56''$ West 334.38 feet to a point, said point being an angle point in the most Westerly plat line of the aforesaid Parcel "B", Grosvenor Park, thence continuing to run with part of the said Westerly plat line of Parcel "B"
- (2) North $12^{\circ} 32' 10''$ West 87.50 feet to a point, said point being the Southwest corner of a plat of Condominium entitled "Grosvenor Park Condominium", Plot Plan, recorded among the Land Records of Montgomery County, Maryland in Condominium Plat Book 5, Plat No. 470, thence leaving the aforesaid Westerly line of Parcel "B" and running with the two Southerly courses of said condominium plat and running to cross and include part of "Parcel "B", "Grosvenor Park", Plat Book 72, Plat No. 6899 and Plat No. 6900.

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- (3) North $73^{\circ} 10' 02''$ East 609.11 feet to a point, thence
- (4) North $38^{\circ} 05' 40''$ East 57.93 feet to a point, thence
- (5) North $82^{\circ} 04' 40''$ East 219.98 feet to a point, said point being on the most Easterly or 294.83 foot Plat Arc line (having a radius of 11,399.16 feet) said point being 194.73 feet Southerly along the Arc of said curve from the Point of Curvature, thence continuing to run with the Westerly Right of Way line of Rockville Pike and along the arc of a curve, deflecting to the right having an
- (6) Arc length of 100.10 feet, a radius of 11,399.16 feet, a chord bearing and length of South $07^{\circ} 40' 10''$ East 100.10 feet to a point, thence continuing to run with the Westerly Right of Way line of Rockville Pike, the following three courses and distances
- (7) South $17^{\circ} 13' 20''$ West 48.44 feet to a point, said point being at the point of curvature of a curve deflecting to the right having an
- (8) Arc length of 476.30 feet, a radius of 4508.66 feet, a chord bearing and length of South $04^{\circ} 06' 48''$ East 476.08 feet to the point of tangent of said curve, thence
- (9) South $01^{\circ} 05' 13''$ East 15.80 feet to a point, said point being at the intersection of the most Westerly Right of Way line of Rockville Pike, Maryland State Route 355 and the Northerly Right of Way line of Grosvenor Lane (80 feet wide), thence running with said Northerly Right of Way line of Grosvenor Lane the following two courses and distances
- (10) South $68^{\circ} 27' 30''$ West 36.41 feet to a point, thence
- (11) North $87^{\circ} 00' 13''$ West 633.31 feet to the place of beginning, containing an Area of 9.2926 Acres of land, more or less.

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7. PARCEL VII

Part of that tract of land lying and being in Election Districts 4 and 7 and in Montgomery County, Maryland in the general area of Grosvenor Park at the Northwest Quadrant of Rockville Pike and Grosvenor Lane as conveyed to Karl W. Corby, Jr. by deed dated August 15, 1972 and recorded in Liber 4257, folio 410, the herein described part lying west of Parcel "B", Grosvenor Park, as per plats recorded in Plat Book 72 Plats No. 6899 and 6900, and East of Route 70-S and bounded on the South by Grosvenor Lane and on the North by the proposed extension of Tuckerman Lane, said area being more particularly described as follows:

BEGINNING FOR THE SAME at a point on the Southerly line of Tuckerman Lane at the Westerly corner of the said Parcel "B", Grosvenor Park, as per plat thereof as recorded in Plat Book 72, Plat 6899, thence leaving Tuckerman Lane and with the outlines of Parcel "B" as shown on plats No. 6899 and 6900;

- (1) South $12^{\circ} 32' 10''$ East 2072.27 feet to a point; thence
- (2) South $33^{\circ} 32' 56''$ East 334.38 feet to a point in the North line of Grosvenor Lane, thence with said Lane;
- (3) North $87^{\circ} 00' 13''$ West 124.47 feet to a point in the Northeast line of Interstate Route 70-S, thence with said Highway,
- (4) North $32^{\circ} 56''$ West 956.96 feet to a point; thence
- (5) 1700.92 feet along the arc of a curve to the left having a radius of 3969.72 feet and a chord of North $45^{\circ} 49' 25''$ West 1687.94 feet to a point, thence leaving said Highway;
- (6) North $03^{\circ} 49' 50''$ West 566.09 feet to a point in the Southerly line of the proposed extension of Tuckerman Lane, thence with said Lane:
- (7) South $50^{\circ} 30' 40''$ East 566.36 feet to a point; thence



- (8) 576.61 feet along the arc of a curve to the left having a radius of 540.00 feet, and a chord South 81° 06' 05" East 549.61 feet to a point of compound curve, thence
- (9) 278.76 feet along the arc of a curve to the left having a radius of 720.00 feet and a chord of North 57° 18' 30" East 274.76 feet to a point; thence
- (10) North 46° 18' 30" East 76.97 feet to the place of beginning and contains 30.1483 acres, more or less

DO NOT WRITE IN THIS SPACE
IN A COUNTY OF MISSOURI
REGISTERED PLAT

Done