

DECLARATION OF DEFERRED WATER AND SEWER CHARGES**(EDELLEN STATION)**

THIS DECLARATION OF DEFERRED WATER AND SEWER CHARGES ("Declaration") is made this 13TH day of DECEMBER, 2006, by **SOMERSET MAPLE, LLC**, a Maryland limited liability company, hereinafter referred to as the "Declarant".

RECITALS:

A. The Declarant is the developer and/or owner of certain real property located in the Town of La Plata, Charles County, Maryland, as more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A" (the "Property"), which Property contains, or will contain, separate condominium units of record, as shown, or as will be shown, upon the plats of condominium for the Property recorded, or to be recorded, among the Land Records of Charles County, Maryland (the "Land Records").

B. Declarant intends to subject the Property to an expandable condominium regime known, or to be known, as Edelen Station Condominium (the "Condominium") in accordance with the Maryland Condominium Act, Real Property Article, Title 11, Section 11-101 et seq. of the Annotated Code of Maryland (2003), as amended (the "Act"). The terms "Unit" and "Units" as used herein shall mean and refer to any condominium unit created, or to be created, within the Property in accordance with the Act and intended primarily for use and occupancy as a residential dwelling unit.

C. The Declarant and/or its affiliates intend to provide the Property with access to and service from sewer pipes and transmission lines in the streets and/or in the public or private rights-of-way and the public or private utility easements surrounding and/or within the Property, including, without limitation, connections to the buildings containing the Units (all of such pipes, transmission lines, connections and appurtenances being hereinafter collectively referred to as the "Sewer Facilities").

D. The Declarant and/or its affiliates intend to provide the Property with access to and service from water pipes and transmission lines in the streets and/or in the public or private rights-of-way and the public or private utility easements surrounding and/or within the Property, including, without limitation, connections to the buildings containing the Units (all of such pipes, transmission lines, connections and appurtenances being hereinafter collectively referred to as the "Water Facilities"). The Water Facilities and Sewer Facilities are hereinafter collectively referred to as the "Water and Sewer Systems".

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AFTER RECORDING PLEASE RETURN TO:
LINOWES AND BLOCHER LLP
7200 WISCONSIN AVENUE, SUITE 800
BETHESDA, MARYLAND 20814
ATTN: DOUGLAS M. IRVIN, ESQ.

L&B 613739v4/10524.0003

LRIP SURECHG	75.00
RECORDING FEE	20.00
TOTAL	95.00
Rest CH05	Rcpt # 58487
SLH LEY	Blk # 2060
Dec 13, 2006	03:59 PM

E. Any portion of the Water and Sewer Systems (after construction thereof) which are located within the Property shall be maintained by the council of unit owners of the Condominium in accordance with the governing documents of the Condominium. Neither the Declarant or its affiliates shall have any responsibility for maintaining, repairing or replacing the Water and Sewer Systems.

F. The term "**Owner**" as used herein shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple interest in any Unit which is a part of the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

G. The water and sewer service supplied to and used by each Unit is to be furnished by the Town, and billed for by the Town to the Owner of such Unit from time to time, which billings are separate and apart from the "**Water and Sewer Charges**" (as defined below) established by this Declaration.

H. The Declarant desires to impose certain charges upon the Units, to be paid to the Declarant, its successors, transferees and assigns, whereby the costs related to the construction and installation of the Water and Sewer Systems serving the Units are to be paid by the Owners of the Units in annual installments (except as expressly provided otherwise herein) over a period of twenty (20) years, provided that the Declarant shall have the right to collect Water and Sewer Charges in advance and to collect Water and Sewer Charges in monthly, quarterly, or bi-annual installments, as provided herein. Each such installment is hereinafter referred to individually as a "**Water and Sewer Charge**" and collectively as the "**Water and Sewer Charges**", and such terms shall also be deemed to refer to all applicable interest, costs, late fees and attorneys' fees. The term "**Builder**" as used herein shall mean and refer to any person or entity that acquires one (1) or more "**unimproved Building Sites**" (as defined below) from the Declarant, its successors, transferees and assigns, for the purpose of constructing residential dwelling units on such unimproved Building Sites for sale to others. The term "**unimproved Building Sites**" as used herein shall mean and refer to any subdivided lot and/or parcel of record, or any portion thereof, within the Property prior to substantial completion of a residential dwelling unit on such lot and/or parcel of record, or any portion thereof, which shall be deemed to occur no later than the first issuance of a final inspection and/or a certificate of use and occupancy (as applicable) for the dwelling unit or units on such lot and/or parcel of record, or any portion thereof, by applicable governmental authorities or agencies.

NOW, THEREFORE, the Declarant hereby declares that all of the Units now or hereafter included within the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Declaration, which are for the purpose of reimbursing the Declarant and/or its affiliates for the costs related to constructing and installing the Water and Sewer Systems serving the Units, and which shall run with such Units and be binding on all parties having any right, title or interest in all or any portion of such Units, their respective heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant, and its successors, transferees and assigns:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated in and made a material part of this Declaration.

2. **ESTABLISHMENT OF LIEN AND PERSONAL OBLIGATION.** Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, (a) covenants and agrees to pay to the Declarant all Water and Sewer Charges assessed against that Unit hereby which are due and unpaid as of the date such Owner accepts title to such Unit, (b) covenants and agrees to pay to the Declarant all future Water and Sewer Charges assessed against that Unit hereby for as long as such Owner shall be a record owner of a fee simple interest in such Unit, (c) grants to the Declarant a lien to secure payment of the aforesaid Water and Sewer Charges upon the Unit against which the aforesaid Water and Sewer Charges are assessed, and (d) grants to the Declarant a power of sale, and assents to the entry of a decree and order for the sale of that Unit upon a default by the Owner under this Declaration. Each such Water and Sewer Charge shall also be the personal obligation of the Owner of the Unit as of the time when the Water and Sewer Charge is assessed. In the event that any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Unit in accordance with this Declaration, the Declarant shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right (i) to accelerate and declare to be immediately due and payable the full amount of all future installments of the Water and Sewer Charges assessed against that Owner's Unit hereby (discounted to present value in accordance with Paragraph 7 hereof), (ii) to bring an action at law against any Owner personally obligated to pay the Water and Sewer Charges, (iii) to foreclose on the lien against the Unit or Units then belonging to said Owner in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland pursuant to the power of sale or assent to a decree set forth herein, or otherwise, (iv) to foreclose on the lien against the Unit or Units then belonging to said Owner in the manner now or hereafter provided for pursuant to the Maryland Contract Lien Act, and/or (v) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law. In the event that any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Unit in accordance with this Declaration, and the Declarant shall institute any legal and/or equitable proceedings to collect such delinquent Water and Sewer Charges, then interest, costs, late fees, and attorneys' fees equal to twenty percent (20%) of the sum claimed shall be added to the amount of the Water and Sewer Charges due and shall constitute additional Water and Sewer Charges. A certificate in writing, signed by a representative of the Declarant, will be given promptly after receipt by the Declarant of a written request for such certificate from any Owner of a Unit liable for the Water and Sewer Charges, setting forth the amount of any accrued and unpaid Water and Sewer Charges outstanding with respect to that Unit, interest thereon in accordance with Paragraph 4 of this Declaration, late charges in accordance with Paragraph 4 of this Declaration, and all costs and expenses incurred by the Declarant in connection with its collection of such Water and Sewer Charges, including, without limitation, attorneys' fees, and such certificate shall be binding on the Declarant as of the date of issuance. A charge not to exceed Fifty Dollars (\$50.00) may be collected by the Declarant in advance for each such certificate so issued. All rights and remedies contained in this Declaration are cumulative, and the Declarant shall also have all other rights and remedies provided by law or in equity.

3. **POWER OF SALE.** In the event that the Declarant shall elect to collect any delinquent Water and Sewer Charges by foreclosing its lien pursuant to the power of sale granted to it in this Declaration, the Declarant hereby designates David Hruda as its agent for purposes of instituting and conducting the foreclosure sale (the "**Collection Agent**"). The Declarant reserves the right from time to time, in its sole discretion, to designate one or more substitute Collection Agents by an instrument in writing and recorded among the Land Records. In the event that the Declarant shall designate a substitute Collection Agent, the prior Collection Agent shall thereupon be deemed to have been removed and the new Collection Agent shall thereafter have full power and authority to exercise such power of sale in accordance with this Declaration and applicable law, to the same extent as the Collection Agent originally named in this Declaration.

4. **AMOUNT AND PAYMENT OF CHARGES.** Except as provided otherwise herein, the Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) shall be payable annually in advance by each Owner to the Declarant over a period of twenty (20) years in the amount of **TWO HUNDRED SEVENTY FIVE DOLLARS (\$275.00) per year for each Unit**; provided, however, that the first and last installments may be prorated as provided in this Declaration. The Water and Sewer Charges described herein shall commence (the "**Commencement Date**") with respect to each Unit upon the first to occur of: (i) the day of conveyance of such Unit from the Declarant or any Builder to any other Owner, other than the Declarant or any Builder, (ii) the day upon which the Unit is first occupied and/or used for residential purposes, whether pursuant to a lease of such Unit or otherwise, by any person or entity, including, without limitation, by any Builder, or (iii) the day that is twenty (20) years after the date this Declaration is recorded among the Land Records. Unless sooner paid in full as provided below, the Water and Sewer Charges for each Unit shall cease to be payable (except as to any unpaid Water and Sewer Charges, including, without limitation, interest, costs, late fees and attorneys' fees) on the date that is twenty (20) years after the Commencement Date (the "**Termination Date**"). Nothing in this Declaration shall be deemed to excuse the payment of any Water and Sewer Charges which accrue through and remain unpaid as of the Termination Date, including, without limitation, interest, costs, late fees and attorneys' fees, and the obligation to pay such sums shall survive the Termination Date. The initial installment of Water and Sewer Charges for each Unit (the "**Initial Payment**") shall be prorated on a per diem basis for the period from the Commencement Date for that Unit through the next December 31st following the Commencement Date, and shall be due and payable, in advance, on the Commencement Date for that Unit (unless the Commencement Date shall be January 1st, in which case the Initial Payment shall be the full amount of the annual Water and Sewer Charge for that Unit). Each installment of the Water and Sewer Charges subsequent to the Initial Payment shall be due and payable, in advance, on each January 1st following the Commencement Date for a period of twenty (20) years. The final installment of the Water and Sewer Charges for each Unit (the "**Final Payment**") shall be prorated on a per diem basis for the period from January 1st of the 20th year through the Termination Date, and shall be due and payable, in advance, on January 1st of the 20th year (unless the Commencement Date shall be January 1st, in which case the Final Payment shall be the full amount of the annual Water and Sewer Charge for that Unit). [For example, and for purposes of illustration only, assuming that the Commencement Date for a Unit is November 1, 2006, then the Initial Payment for that Unit would be due and payable on November 1, 2006 in the amount

of \$45.96 ($\$275.00 \times 61/365$), following which 19 equal annual installments of the Water and Sewer Charges for that Unit would be due and payable beginning on January 1, 2007 through and including January 1, 2025 in the amount of \$275.00 each, and the Final Payment for that Unit would be due and payable on January 1, 2026 in the amount of \$229.04 ($\$275.00 \times 304/365$). As a further example, and for purposes of illustration only, assuming that the Commencement Date for a Unit is January 1, 2007, then the Initial Payment for that Unit would be due and payable on January 1, 2007 in the amount of \$275.00, following which 19 equal annual installments of the Water and Sewer Charges for that Unit would be due and payable beginning on January 1, 2008 through and including January 1, 2026 in the amount of \$275.00 each.] It is the intent of this Declaration that the total Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) for each Unit shall be as follows: **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) per Unit** ($\275.00×20). Notwithstanding the foregoing, the Declarant, in its sole and absolute discretion, may allow or can require (i) any Owner to pay the annual Water and Sewer Charges in monthly, quarterly or bi-annual installments as determined by the Declarant, and (ii) any Owner's mortgagee to escrow and pay to the Declarant the Water and Sewer Charges. Any Water and Sewer Charges not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at the rate determined by the Declarant not to exceed the maximum rate permitted by law. **In addition to bearing interest, for any Water and Sewer Charge which is fifteen (15) or more days delinquent, the Declarant may elect to collect a late fee that is the greater of: (1) ten percent (10%) of the Water and Sewer Charge due for each month that any installment remains outstanding (up to a maximum of three (3) such monthly late fees), or (2) 1.5% of the Water and Sewer Charge due for each month that any installment remains outstanding. The late fee imposed by the Declarant may not exceed the maximum amount permitted by law and shall be in addition to interest, collection costs and attorneys' fees.** No Owner may waive or otherwise escape liability for the Water and Sewer Charges provided for herein by non-use of the Water and Sewer Systems or abandonment of a Unit.

5. PRIORITY OF LIEN. The lien for all Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) provided for herein shall have priority from the date upon which this Declaration is recorded among the Land Records over any subsequently recorded or created lien, deed of trust, mortgage or other instrument encumbering any Unit. The sale or transfer of any Unit shall not affect any lien imposed against such Unit pursuant to this Declaration. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) against the Unit, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that no purchaser from an Owner, other than the Declarant or any Builder, shall be liable for, nor shall any Unit be conveyed subject to a lien for, any accrued and unpaid Water and Sewer Charges greater than the amount stated in any written certificate provided by the Declarant in accordance with Paragraph 2 of this Declaration. No sale or transfer shall relieve any Unit or Owner from liability for any Water and Sewer Charges thereafter becoming due or from the lien thereof.

6. BILLING STATEMENT. All Water and Sewer Charges, interest, costs, late fees and attorneys' fees payable in accordance with this Declaration shall be payable to the Declarant, its successors, transferees and assigns, in accordance with such billing statements as may be issued by

the Declarant, or its designee. Failure to receive a bill for the Water and Sewer Charges shall not relieve any Owner of such Owner's liability to pay any Water and Sewer Charges, interest, costs, late fees, or attorneys' fees due hereunder.

7. **PREPAYMENT.** Any Owner may prepay at any time the Water and Sewer Charges attributable to such Owner's Unit by paying the amount computed by the Declarant in accordance with this Paragraph, on or before the due date for the next installment of Water and Sewer Charges for that Unit; provided, however, that such Owner is not then in default under this Declaration, and is then current in the payment of all then due installments of the Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees). With respect to each Unit, the prepayment amount applicable at any given time shall be an amount equal to the present value of the sum of each then outstanding installment of the Water and Sewer Charges applicable to that Unit through the Termination Date, discounted at a rate of six percent (6%) per annum. In return for such prepayment, including, without limitation, payment of all outstanding interest, costs, late fees and attorneys' fees, the Owner shall receive a full release hereunder, in recordable form, from the Declarant certifying that all payments hereunder have been so prepaid. No Owner, or former Owner, shall be entitled to reimbursement from the Declarant or its affiliates of any prepaid Water and Sewer Charges.

8. **ASSIGNMENT; TRANSFER.** All or any portion of the rights, reservations, interests, exemptions, powers, and/or privileges of the Declarant hereunder may be assigned and transferred (exclusively or non-exclusively) by the Declarant to any other individual or entity, without notice to the Owners. The Declarant shall have the right to transfer, assign, pledge, or in any other fashion encumber its right to any or all of the Water and Sewer Charges, interest, costs, late fees and attorneys' fees due hereunder.

9. **WITHDRAWAL.** The Declarant may withdraw any Unit from the operation and effect of this Declaration for a period of twenty (20) years from the date of recordation of this Declaration, without the consent of the Owners or any other individual or entity. Such withdrawn Unit shall no longer be subject to the covenants, conditions, restrictions, obligations and charges of this Declaration except for (i) any rights, reservations, interests, exemptions, powers, or privileges reserved to the Declarant pursuant to this Declaration which affect the withdrawn Unit, and (ii) any other rights, reservations, interests, exemptions, powers, or privileges which are expressly reserved to the Declarant in the instrument effectuating such withdrawal. Such withdrawal shall be made by recording a Supplementary Declaration among the Land Records, withdrawing the effect of the covenants, conditions, restrictions, obligations and charges of this Declaration from the withdrawn Unit.

10. **DECLARANT'S POWER OF ATTORNEY.** The Declarant hereby reserves for itself (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing), for a period of twenty (20) years from the date of the recordation of this Declaration among the Land Records, the right, but not the obligation, to execute on behalf of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in all or any portion of the Property any such agreements, documents, amendments and supplements to this Declaration which may be required by the

Federal National Mortgage Association, the Federal Housing Administration, the Department of Veterans Affairs, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Charles County, Maryland, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property, any public or private utility company designated by the Declarant, any institutional lender or title insurance company designated by the Declarant, or as may be required to comply with any applicable laws or regulations.

(a) By acceptance of a deed to all or any portion of the Property, or by the acceptance of any other legal or equitable interest in all or any portion of the Property, each and every such contract purchaser, Owner, mortgagee and other lienholder or party having a legal or equitable interest in all or any portion of the Property does automatically and irrevocably name, constitute, appoint and confirm the Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing) as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which materially and adversely affects the value of the Property, or any portion thereof, or substantially increases the financial obligations of an Owner, shall be made without the prior written consent of the affected Owner(s) and all owners of any mortgage(s) encumbering the portion of the Property owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which materially and adversely affects the priority or validity of any mortgage which encumbers the Property, or any portion thereof, shall not be made without the prior written consent of the owners of all such mortgages.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to all and any portion of the Property, and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing) until the expiration of same.

11. **WAIVER.** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

12. **SEVERABILITY.** The terms and provisions of this Declaration are severable and in the event that any term or provision of this Declaration is invalid or unenforceable for any reason, the remaining terms and provisions hereof shall remain in full force and effect.

13. **RUN WITH THE LAND.** All provisions of this Declaration, including the benefits and burdens, shall touch, concern and run with the land, shall be binding upon the Owners

and their respective heirs, personal representatives, successors, transferees and assigns, and shall inure to the benefit of the Declarant, and its successors, transferees and assigns.

14. **CAPTIONS AND GENDER.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural.

15. **ENFORCEMENT AND RECORDATION.** This Declaration shall be construed and enforced in accordance with the laws of the State of Maryland, and shall be effective upon recordation among the Land Records.

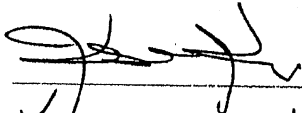
16. **COUNTERPARTS.** This Declaration may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument the day and year first above written.

WITNESS:

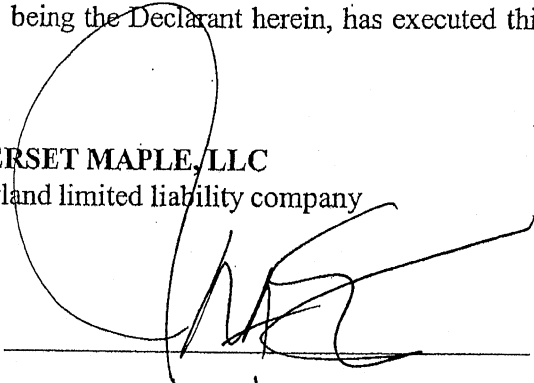
SOMERSET MAPLE, LLC
a Maryland limited liability company


Kenneth W. KWC
[PRINT NAME]

By:

Name:

Title:


JOHN H. STILES

MANAGING MEMBER

[SEAL]

* * *

STATE/Commonwealth of Maryland

*

*

to wit:

*

CITY/COUNTY OF Charles

I HEREBY CERTIFY that on this 13th day of December, 20006, before me, a Notary Public in and for the State and County aforesaid, personally appeared John H. Sites, known to me (or satisfactorily proven) to be the Managing Member of **SOMERSET MAPLE, LLC**, a Maryland limited liability company, and that such individual, in such capacity and being authorized to do so, executed the foregoing and annexed instrument on behalf of such corporation for the purposes therein contained.

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



Lisha R. Gredexie
Notary Public

* * *

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

Brian D. Bichy
Douglas M. Irvin
Brian D. Bichy

**1ST ELECTION DISTRICT
CHARLES COUNTY, MARYLAND**

[SEE ATTACHED LEGAL DESCRIPTION]

In addition to the rights of the Declarant to modify and amend the foregoing Declaration of Deferred Water and Sewer Charges as set forth therein, the Declarant reserves the right to amend unilaterally the foregoing Declaration of Deferred Water and Sewer Charges as may be necessary (i) to correct the legal description set forth on and/or attached as part of this Exhibit "A", (ii) to confirm the lien, operation and effect of the foregoing Declaration of Deferred Water and Sewer Charges with respect to any lots or parcels that are re-subdivided or subjected to a condominium regime, and (iii) to confirm the lien, operation and effect of the foregoing Declaration of Deferred Water and Sewer Charges with respect to Units as they are created.

Exhibit "A" — Page 1 of 3

(Description of Property)

**DESCRIPTION OF
EDELIN STATION CONDOMINIUM
LOCATED IN THE FIRST ELECTION DISTRICT
CHARLES COUNTY, MARYLAND**

BEGINNING at an iron pipe found on the western right-of-way line of Conrail (66' Right of Way); Said point being a common corner to the property herein described and the property shown as "Marvin Gardens" and recorded in Plat Book 32 at Page 2 also now or formerly in the name of the Town of La Plata and recorded among the land records of Charles County, Maryland in Liber 144 at Folio 282, said point being lastly described as the southeastern most point of the herein described;

THENCE leaving said point of beginning, so fixed, and running and binding with said Marvin Gardens (PB 32 Pg 2) the following course and distance;

1. **South 86°46'33" West – 330.12 feet** to an iron pipe found said point being on the easterly line of Lot 11, "Forest Lodge", as recorded in Plat Book 4 at Page 20 and now or formerly in the name of Patrick Hoiler and recorded among said land records in Liber 4572 at Folio 414;

THENCE leaving said Town of La Plata parcel (L. 144 F. 282) and running and binding with said Hoiler parcel (L 4572 F. 414) and Forest Avenue, a 30' right-of-way, and a conveyance of land now or formerly in the name of Joseph J. Kluh and recorded among said land records in Liber 3568 at Folio 461, and a conveyance of land now or formerly in the name of John and Katharine Taylor by deed recorded among said land records in Liber 1406 at Folio 373, and Prince Georges Street a 20' right-of-way, and a conveyance of land now or formerly in the name of Karen L. Darnell, and recorded among the said land records in Liber 2049 at Folio 508, and a 15' right-of-way known as Lindsey Lane, and a conveyance of land now or formerly in the name of M & D Partnership and recorded among said land records in Liber 5298 at Folio 202 the following course and distance;

2. **North 03°10'46" West – 835.02 feet** to an iron pipe found marking the southernmost common corner of the herein described and a conveyance of land in the name of the Town of La Plata and recorded among said land records in Liber 4512 Folio 187;

THENCE leaving said M & D Partnership parcel (L. 5298 F. 202) and running and binding with said Town of La Plata parcel (L. 4512 F. 187) the following two courses and distances;

3. **North 02°50'59" West – 94.75 feet** to an iron pipe found and
4. **North 86°56'33" East – 123.00 feet** to an iron pipe found marking the westernmost common corner of the herein described and a conveyance of land now or formerly in the name of Mary L. Pugh, as recorded among said land records in Liber 138 at Folio 1017;

Exhibit "A" - Page 2 of 3

THENCE leaving said Town of La Plata parcel (L. 4512 F. 187) and running and binding with said Pugh parcel (L. 138 F. 1017) the following course and distance;

5. **North 86°50'37" East - 169.37 feet** to an iron pipe found in the western right-of-way line of a railroad now or formerly in the name of Conrail (66' Right of Way);

THENCE leaving said Pugh parcel (L. 138 F. 1017) and running and binding with said western right-of-way line of the Conrail railroad (66' Right of Way), a portion of which contains Maple Avenue, the following course and distance;

6. **South 03°09'52" East - 929.16 feet** to the point and place of beginning;

CONTAINING 7.0455 acres of land, more or less, as surveyed and described by Lorenzi, Dodds, and Gunnill, Inc. December, 2006;

BEING part of the land to Somerset Maple, LLC from Deborah B. Murphy Et Al, by deed dated April 28, 2004 and recorded among the Land Records of Charles County, Maryland in Liber 4724, Folio 402 and part of the land conveyed to Somerset Maple, LLC from Jane E. Collins et al by deed dated December 2, 2004 and recorded among said land records in Liber 5055 at Folio 108. Also being all that property in a deed of consolidation by and between Somerset Maple, LLC dated June 6, 2006 and recorded among said Land Records in Liber 5873 at Folio 652.

Exhibit "A" - Page 3 of 3