

DEED, AGREEMENT AND DECLARATION OF LIEN AND CHARGES

THIS DEED, AGREEMENT AND DECLARATION OF LIEN AND CHARGES made as of this 23rd day of February, 1993, by and among FOX CHASE FACILITIES, INC., a Maryland Corporation, hereinafter referred to as "Contractor", Grantor, and ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, HARRIET L. GLAZER, JACOB REALTY, INC., LABYRINTH REALTY, INC., and HARLOW REALTY, INC., hereinafter referred to as "Declarant", Grantee.

WHEREAS, Declarant is the owner of certain parcels of property, portions of which have been or are intended to be subdivided and developed into residential lots ("lots") as a planned unit development known as "Fox Chase Townhouses" (the "Development"); and

WHEREAS, Declarant by deed executed and recorded immediately prior hereto conveyed to Contractor that property and lots described in Exhibit A attached hereto, which property and lots are part of the Development; and

WHEREAS, in furtherance of Declarant's goals and objectives in subdividing and developing the Development, Declarant has determined that public water and sewer service will benefit all lot owners and the Development generally; and

WHEREAS, Anne Arundel County has not provided and will not provide all of the necessary public improvements and facilities in a timely fashion to serve the project to provide public water and sewer service to the Development; and,

RECORD FEE
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WHEREAS, the lack of water and sewer facilities provided by Anne Arundel County will result in a decrease in the lot owners' liability for payment to Anne Arundel County of certain public fees and charges for connection to public water and sewer service; and

WHEREAS, Contractor has agreed to provide or arrange for the provision to certain of the lots within the Development, which lots are set forth on Exhibit A attached hereto, with water and sewer pipes in the streets, physical water and sewer connections from water and sewer pipes in the street to individual lot lines, and water and sewer transmission lines, as needed, to the water supply and sewer treatment areas, such on-site facilities to be installed by Contractor or its agents or assignees, and maintained by Declarant or its agents or assignees until such time as Anne Arundel County agrees to accept responsibility for same; and Declarant has agreed or may agree to provide additional wastewater and water treatment facilities, all of such pipes, connections, transmission lines and treatment facilities being hereinafter referred to collectively as the "Facilities"; and

3764-9000-0308-0313
3764-9000-6867
ALL LIENS ARE PAID AS
3-4-93

TRANSFER RECEIVED

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Anne Arundel County
MURIEL H. TICHANTRE
3rd

WHEREAS, Declarant and Contractor have covenanted and agreed to establish charges upon the aforesaid lots whereby the cost of the construction and installation of water and sewer facilities located both within and outside the boundaries of recorded subdivision plats of the Development is to be paid by the owners of the said lots, their respective personal representatives, heirs, successors and assigns, in annual installments over a period of thirty (30) years, such payments to be known as "Facilities Charges"; and

WHEREAS, the maintenance after construction of said pipes and connections, insofar as they are located in the streets and are not located within an individual lot, is to be the responsibility of Contractor, its agents or assignees, until such time as an agreement may be reached between Declarant and/or its agents or assignees and Anne Arundel County for Anne Arundel County to assume the responsibility for same; and

WHEREAS, water and sewer service supplied to and used by the owners of the said individual lots is to be furnished by Anne Arundel County, and billed for and by Anne Arundel County to said individual lot owners from time to time, and is to be paid for as billed and is a fee for usage which is in addition to Facilities Charges as established herein; and

WHEREAS, in order to make the covenant and agreement to pay the Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their respective personal representatives, heirs, successors and assigns, the parties to this Agreement have agreed to enter into this Deed, Agreement and Declaration of Liens and Charges whereby Contractor, having previously received from Declarant the lots hereafter described, will convey the same lots to Declarant charged with the covenants and agreements hereafter set forth and Declarant will declare that the lots hereinafter described are subject to the covenants and agreements hereinafter set forth, all as part of and in furtherance of the general scheme of development of lots in the aforesaid Development.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION OF LIEN WITNESSETH:

That for and in consideration of the premises, Five Dollars (\$5.00) and other good and valuable consideration, the liabilities incurred and to be incurred by Declarant and Contractor, and the performance of the covenants, agreements, conditions and charges by the respective parties hereinafter set forth, Declarant and Contractor do hereby grant, covenant and agree as follows:

FIRST: Contractor does hereby grant and convey unto Declarant, in fee simple all of the property and all of the lots of ground described in Exhibit A attached hereto and incorporated by reference herein, subject to the covenants, agreements, conditions and charges hereinafter set forth.

TOGETHER WITH the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the Declarant, its successors and assigns forever in fee simple, subject, however, to the following covenants, agreements, conditions and charges which it is covenanted and agreed shall be binding upon the Declarant, its successors and assigns, and upon Contractor, its successors and assign, and upon all the lots included aforesaid.

AND the Declarant does hereby declare that all of the following described lots of ground described in Exhibit A attached hereto and incorporated by reference herein are subject to the covenants, agreements, conditions and charges hereinafter forth, and that all of the following covenants, agreements, conditions and charges shall be binding upon Declarant, and Contractor, their and each of their successors and assigns, and upon all the lots described in Exhibit A attached hereto.

SECOND: Each of the aforesaid lots shall be subject to this Deed, Agreement and Declaration of Lien and Charges and the annual Facilities Charges, representing annual charges for the cost of construction and installation of the Facilities, (which costs include but are not limited to costs of water and sewer pipes in the streets, physical water and sewer connections from the water and sewer pipes in the street to each individual lot lines, water and sewer transmission lines, as needed, to the sewage treatment and water treatment facilities to be used in connection therewith), which Facilities Charges shall constitute a lien and encumbrance on the lots with respect to which said charge is made.

THIRD: By acceptance of title to any of the lots included in the aforesaid tract, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Contractor, its successors and assigns, all charges provided for in this Deed, Agreement and Declaration of Lien and Charges, due and unpaid at the time the lot owner acquires title, and all charges thereafter falling due as long as said lot owner shall hold title of record, without the right in any event to reimbursement from Declarant or Contractor for charges which the lot owner may pay in advance. A certificate in writing, signed by a representative of Contractor, its successors or assigns, will be given within ten (10) working days from receipt of written request therefore, to any lot owner liable for said charges, setting forth the status of such charges with

respect to the lot in question and in reference to which an inquiry is made, and such certificates in favor of any one relying thereon to his damage shall be binding on Contractor, its successors and assigns. Contractor's address is 7779 New York Lane, Glen Burnie, Maryland 21061.

FOURTH: The Facilities Charges shall as to each lot on Exhibit A commence on July 1, 1993 (the "commencement date") and continue for a period of thirty (30) years on an annual basis, and will terminate, except as to those charges unpaid, on thirtieth (30th) anniversary of the commencement date. All such annual charges shall be due and payable in advance on the first day of January each year, commencing as aforesaid, with the first (1st) and final years subject to pro-rata adjustments.

FIFTH: The annual Facilities Charges, payable by the owner of each lot during the thirty (30) year period, shall be Three Hundred Sixty Dollars (\$360.00) per lot per year. Each of the lots subject to this Declaration shall be liable for the annual charge as set forth above.

SIXTH: All Facilities Charges payable in accordance with this Deed, Agreement and Declaration of Lien and Charges shall be payable to Contractor, its successors and assigns, in accordance with billings issued from time to time by Contractor, its successors and assigns. Failure to receive a Facilities Charges bill does not relieve an owner of his/her/its liability to pay same.

SEVENTH: A late charge of five percent (5%) of the Facilities Charge shall accrue on any Facilities Charge not paid within thirty (30) days of its due date. If any such Facilities Charge remains unpaid for sixty (60) days after becoming due, there shall be an interest charge of one and one-half percent (1 1/2%) per month beginning March 1st of the year in which the Facilities Charge is made. Contractor, its successors and assigns, may collect the delinquent Facilities Charges, together with late charges, interest and reasonable attorneys fees equal to fifteen percent (15%) of the amount due, by any action at law or equity in to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. Contractor, its successors and assigns, may sue, or file a bill in equity to enforce such charges, against the owner of record at the time such charge became due, or the owner of records at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property.

Unpaid Facilities Charges, together with late charges, interest and attorneys fees, shall constitute a lien against the lot, enforceable by the Contractor, its successors and assigns. In addition to other enforcement remedies, the lien for unpaid

Facilities Charges (together with late charges, interest and attorneys fees) may be enforced by the Contractor, its successors and assigns, in accordance with the Maryland Contract Lien Act, as amended or succeeded by similar statute.

EIGHTH: No sale, lease, mortgage, disposition or transfer of the aforesaid lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the land, each and all of the above mentioned lots and premises and every part thereof, Declarant, its successors and assigns and the present and future owners of each of the lots and each of their respective personal representatives, executors, administrators, heirs, successors and assigns.

NINTH: Contractor shall have the right to assign, pledge or in any fashion encumber to any party, its right to any of the charges set forth herein.

TENTH: Pursuant to the provisions of the Anne Arundel County Code, each lot owner shall receive an annual statement indicating the annual amount due, the remaining term and total balance of the amount due; and each lot owner shall have the right to prepay all or any part of the Facilities Charges by discounting the annualized payments at an interest rate of six percent (6%) per annum (or such other rate as may be provided by law) to determine equivalent present worth, and no prepayment penalty shall be assessed against such lot owner. Release of the assessment may be granted pursuant to the Anne Arundel County Code.

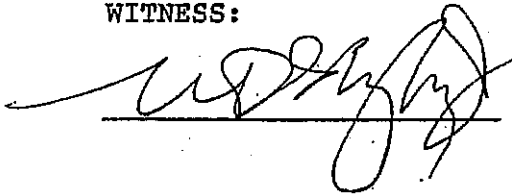
ELEVENTH: The balance of the parcels of real property which constitute the Development are intended by Declarant to be subdivided and incorporated into the Development as sections of the Fox Chase Townhouses planned unit development, which additional parcels are described in Exhibit B attached hereto. By Supplemental Declaration of Liens and Charges, recorded among the Land Records of Anne Arundel County, Maryland, Declarant may extend the operation and effect of this Declaration to all or any lots within such subsequent sections of the Development, with such additional or modified terms as Declarant, in its sole discretion, shall deem advisable.

AND the Contractor hereby covenants that it has not done nor suffered to be done any act, matter or thing, other than herein provided, to encumber the property hereby granted, and that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said Land as may be requisite.

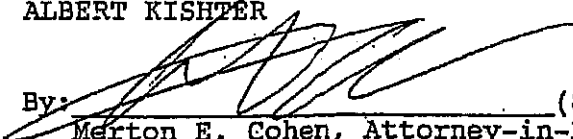
Contractor, the grantor herein, declares and affirms under the penalties of perjury that there is no consideration paid or to be paid within the meaning of Sections 12-103 and 13-

203 of the Tax-Property Article of the Annotated Code of Maryland. Grantor also certifies that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all the assets of the corporate grantor.

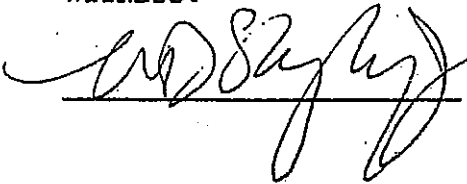
WITNESS:



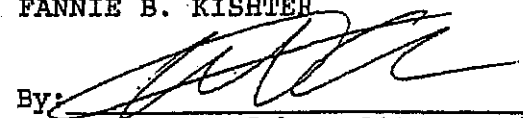
ALBERT KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 708.

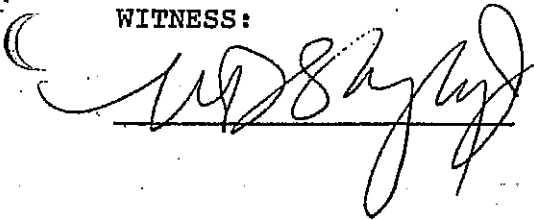
WITNESS:



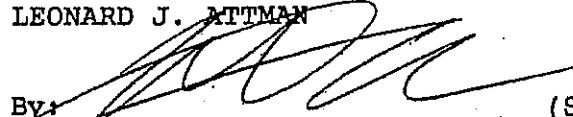
FANNIE B. KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 712.

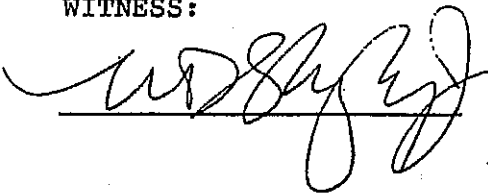
WITNESS:



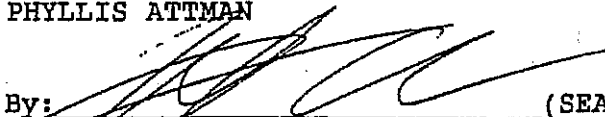
LEONARD J. ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 716.

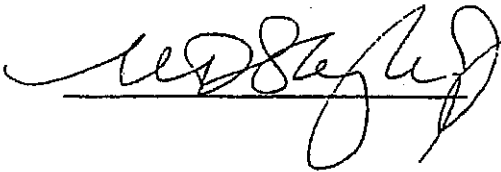
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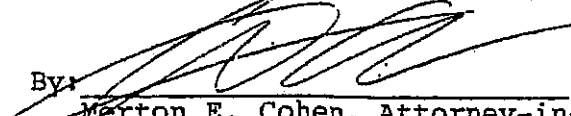
PHYLLIS ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 720.

WITNESS:



LOWELL R. GLAZER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 724.

WITNESS:

[Handwritten Signature]

HARRIET L. GLAZER

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 728.

WITNESS:

[Handwritten Signature]

JACOB REALTY, INC.

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 742.

WITNESS:

[Handwritten Signature]

HARLOW REALTY, INC.

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 737.

WITNESS:

[Handwritten Signature]

LABYRINTH REALTY, INC.

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 732.

WITNESS:

[Handwritten Signature]

CONTRACTOR:

FOX CHASE FACILITIES, INC.

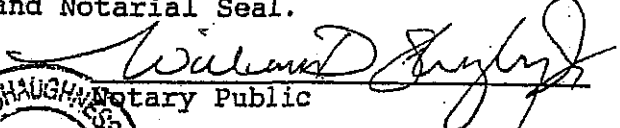
by: [Handwritten Signature] (SEAL)
Vice-President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1/17th day of February, 1993, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared MERTON E. COHEN, who acknowledged himself to be the attorney-in-fact for ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, and HARRIET L. GLAZER (collectively, the "Principals"), and authorized agent for JACOB REALTY, INC.,

LABYRINTH REALTY, INC. and HARLOW REALTY, INC. (collectively, the "Corporations"), and he further acknowledged that being authorized to do so, he executed the foregoing Deed for and on behalf of the aforesaid Principals and Corporations for the purposes herein contained.

AS WITNESS my hand and Notarial Seal.

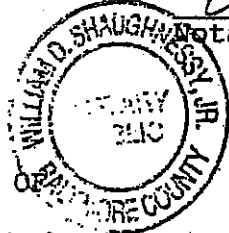

Notary Public

My Commission Expires:

WILLIAM D. SHAUGHNESSY, JR.
Notary Public, Baltimore County,
Maryland

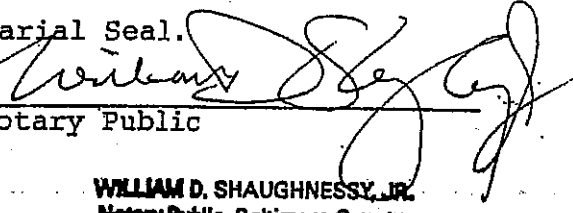
My Commission Expires: 9/26/94
TO WIT:

STATE OF MARYLAND, COUNTY OF BALTIMORE



I HEREBY CERTIFY that on this 11th day of February, 1993, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Lemert J. Atman, personally known to me or satisfactorily proven to me to be the person named herein, and he made oath in due form of law that he executed the foregoing instrument for the purposes therein contained on behalf of FOX CHASE FACILITIES, INC., as its duly authorized ~~Vice~~-President.

AS WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires:

WILLIAM D. SHAUGHNESSY, JR.
Notary Public, Baltimore County,
Maryland

My Commission Expires: 9/26/94

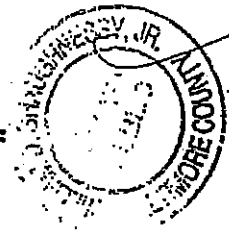


EXHIBIT A
TO DEED, AGREEMENT AND DECLARATION

1) Description of property conveyed:

Being all of that property described in Rider I attached hereto and made part of this Exhibit A.

2) Description of lots to be initially subjected to Facilities Charges and covenants as herein described:

All those areas shown and designated as numbered subdivided Lots for single family townhouse buildings, (including Lot Numbers 115 - 268, inclusive,) as shown on the following plat:

Plat entitled "A Townhouses Subdivision: SECTION FOUR FOX CHASE PHASE ONE - A", consisting of twelve sheets, dated March, 1991, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 153, Pages 17-28 as Plat Nos. 8240-8251. The property depicted on such plat being more particularly described in Rider I attach hereto and made part of this Exhibit A.

CERTIFICATION

I hereby certify that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.


WILLIAM D. SHAUGHNESSY, JR.

CLERK - After recordation
return to:

William D. Shaughnessy, Jr.
20 S. Charles Street
10th Floor-Sun Life Building
Baltimore, Maryland 21201

OUTLINE DESCRIPTION OF 21.579 ACRES
A TOWNHOUSE SUBDIVISION
NORTH OF B.G. & E. RIGHT-OF-WAY
FOX CHASE, SECTION FOUR, PHASE ONE-A
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

JRB/caw
0486005D.1
1/16/92

Beginning for the same at a point on the north side of Hospital Drive 80 feet wide, at a point designated #39 as shown on plat 3 of 12 Fox Chase, Section Four, Phase One-A, thence leaving the said north side of Hospital Drive and running with and binding on part of the outline of Plat 3 of 12 firstly mentioned above and referring the course of the description contained herein to the Maryland State Grid Meridian,

- 1.) South 89° 22' 15" East 44.83 feet, thence
- 2.) North 52° 54' 51" East 50.83 feet, thence
- 3.) North 67° 03' 07" West 138.68 feet, thence
- 4.) North 31° 10' 07" West 141.45 feet, thence
- 5.) North 30° 13' 49" East 75.31 feet, to the south side of Maryland Route 100 variable width right of way, thence running with and binding on the south side of said right of way the following five (5) courses and distances, viz;
- 6.) South 65° 37' 42" East 263.27 feet,
- 7.) North 83° 24' 28" East 81.63 feet,
- 8.) South 65° 37' 42" East 50.00 feet,
- 9.) South 56° 48' 56" East 130.54 feet,
- 10.) South 65° 37' 42" East 175.46 feet, to Point #58 thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of Plat 4 of 12 Fox Chase, Section Four, Phase One-A

RIDER I to EXHIBIT A to
Deed, Agreement and Declaration, 4 pages

Fox Chase
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January 16, 1992

PASADENA, MARYLAND

- 11.) South $65^{\circ} 37' 42''$ East 298.41 feet, thence
- 12.) South $63^{\circ} 40' 55''$ East 86.27 feet, to Point #65. Thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of plat 6 of 12 Fox Chase, Section Four, Phase One-A,
- 13.) South $63^{\circ} 40' 55''$ East 60.95 feet, thence
- 14.) South $65^{\circ} 37' 42''$ East 250.00 feet, thence
- 15.) South $62^{\circ} 11' 41''$ East 100.18 feet, to Point #1107 thence continuing with Maryland Route 100 as asforesaid and also with part of the outline of Plat 7 of 12 Fox Chase, Section Four, Phase One-A
- 16.) South $65^{\circ} 37' 42''$ East 300.00 feet, thence
- 17.) South $66^{\circ} 57' 54''$ East 228.34 feet, to Point #1111 on the west right of way line of the Baltimore Gas and Electric Company transmission line recorded among the land records of Anne Arundel County, Maryland in Liber G.T.C. 1090 at Folio 355. Thence running with and binding on said west right of way line mentioned above
- 18.) South $62^{\circ} 21' 42''$ West 610.75 feet, to Point #77 thence continuing with said right of way line and also part of Plat 8 of 12 Fox Chase, Section Four, Phase One-A
- 19.) South $62^{\circ} 21' 42''$ West 549.68 feet, to Point #644 on the east side of Hospital Drive 80.00 feet wide, thence running with and binding on the east side of Hospital Drive as aforesaid
- 20.) North $29^{\circ} 42' 46''$ West 100.07 feet, to point #5075 thence continuing

(7)

Fox Chase
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PASADENA, MARYLAND
January 16, 1992

21.) North 29° 42' 46" West 169.09 feet, to Point #66 thence continuing with the East side of Hospital Drive as aforementioned and also with and part of outline of Plat 5 of 12, Fox Chase, Section Four, Phase One-A

22.) North 29° 42' 46" West 374.99 feet, to point #59 continuing with the East side of Hospital Drive as aforementioned and also part of the outline of Plat 4 of 12, Fox Chase, Section Four, Phase One-A

23.) North 29° 42' 46" West 193.00 feet, to Point #5452, thence continuing with The East side of Hospital Drive as aforementioned and Plat 4 of 12 and also part of Plat 3 of 12, Fox Chase, Section Four, Phase One-A

24.) 481.31 feet, along the arc of a curve to the left having a radius of 1140.00 feet, being subtended by a chord bearing of North 41° 48' 29" West 477.74 feet, to the point of beginning

CONTAINING 21.579 acres of land more or less.

BEING part of those parcels of land which by deed dated January 28, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1727 at Folio 514, were granted and conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., Harriet Realty, Inc., and Fran Realty, Inc.

BEING also part of those Parcels of Land which by deed dated March 25, 1971, and recorded among the aforementioned Land Records in Liber M.S.H. 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Phyllis Realty, Inc., and Harriet Realty, Inc.,

Fox Chase
0486005D.1

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January 16, 1992

PASADENA, MARYLAND

to Albert Kishter, Et. AL.

(Fran Realty, Inc., is now known as Jacob Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2189)

(Phyllis Realty, Inc., is now known as Labyrinth Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2193)

(Harriet Realty, Inc., is now known as Harlow Realty, Inc., by virtue of a Merger dated September 11, 1980, and recorded among the Corporate Records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2197)

Being also part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned Land Records in Liber W.G.L. 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. AL., to Albert A. Kishter, Et. AL.

BEING also part of that parcel of land which by deed dated March 14, 1975, and recorded among the aforementioned Land Records in Liber W.G.L. 2742 at Folio 263, was granted and conveyed by the Baltimore Gas & Electric Company to Albert A. Kishter Et. AL.

(4)

EXHIBIT B
TO DEED, AGREEMENT AND DECLARATION

All those areas which may shown and designated as numbered subdivided Lots for single family townhouse buildings on a subdivision plat of all or any part of the property described in Rider II to this Exhibit B (which is attached hereto and incorporated by reference herein) which subdivision plat is intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

OUTLINE DESCRIPTION OF 13.787 ACRES
A TOWNHOUSE SUBDIVISION
SOUTH OF B.G. & E. RIGHT-OF-WAY
FOX CHASE, SECTION FOUR, PHASE ONE-B
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

1/16/92
JRB/caw
0486005D

Beginning for the same at point #53 as shown on plat 9 of 12, Fox Chase, Section Four, Phase One, said point being on the North right-of-way line of Hospital Drive 80.00 feet wide and also being on the East side of the Baltimore Gas & Electric Company Transmission Line Right-Of-Way, thence running with and binding on the East right-of-way line of B.G. & E mentioned above and also part of the outlines of plats 9 of 12, 11 of 12, and 12 of 12, Fox Chase, Section Four, Phase One, Unrecorded, referring the courses of the description herein to the Maryland State Grid Meridian,

- 1.) North 62° 21' 42" East 1250.13 feet, to point #1113 on the South Side of Maryland Route 100 variable width right-of-way, thence running with and binding on the South side of Maryland Route 100 mentioned above,
- 2.) South 65° 37' 42" East 71.44 feet, to point #1114 thence leaving Maryland Route 100 aforementioned and running with part of the outline of Plat 12 of 12, 11 of 12, and 10 of 12, Fox Chase, Section Four, Phase One
- 3.) South 26° 01' 32" West 1380.48 feet, to point #1200 on the North side of Hospital Drive 80.00 feet wide, thence running with and binding on the North side of Hospital Drive,

RIDER II to EXHIBIT B
TO Deed, Agreement and Declaration (3 pages)

Fox Chase
0486005D

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January 16, 1992

PABADENA, MARYLAND

4.) 38.95 feet, along the arc of a curve to the left having a radius of 1362.01 feet, being subtended by a chord bearing of North 39° 30' 01" West 38.94 feet, thence

5.) North 40° 18' 53" West 180.49 feet, thence

6.) North 38° 06' 19" East 0.19 feet, thence still with Hospital Drive as aforesaid, and part of the outline of Plat 9 of 12, Fox Chase, Section Four, Phase One

7.) North 40° 17' 55" West 476.69 feet, thence

8.) 197.34 feet, along the arc of a curve to the right having a radius of 1460.00 feet, being subtended by a chord bearing of North 36° 25' 35" West 197.19 feet, to the point of beginning,

CONTAINING 13.787 acres of land, more or less.

BEING part of those parcels of land which by deed dated January 28, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1727 at Folio 514, were granted and conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., Harriet Realty, Inc., and Fran Realty, Inc.

BEING also part of those Parcels of Land which by deed dated March 25, 1971, and recorded among the aforementioned Land Records in Liber M.S.H. 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Phyllis Realty, Inc., and Harriet Realty, Inc., to Albert Kishter, Et. AL.

(Fran Realty, Inc., is now known as Jacob Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the

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Fox Chase
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January 16, 1992

BALTIMORE, MARYLAND

corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2189)

(Phyllis Realty, Inc., is now known as Labyrinth Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2193)

(Harriet Realty, Inc. is now known as Harlow Realty, Inc., by virtue of a Merger dated September 11, 1980, and recorded among the Corporate Records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2197).

Being also part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned Land Records in Liber W.G.L. 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. Al., to Albert A. Kishter, Et. Al.

BEING also part of that parcel of land which by deed dated March 14, 1975, and recorded among the aforementioned Land Records in Liber W.G.L. 2742 at Folio 263, was granted and conveyed by the Baltimore Gas & Electric Company to Albert A. Kishter Et. Al.

AFTER RECORDATION, RETURN TO:

**W. D. SHAUGHNESSY, JR., ESQ.
SUN LIFE BLDG., 10th FLOOR
20 S. CHARLES ST.
BALTIMORE, MD 21201**

