

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

SEP 11 2002

DECLARATION OF EASEMENTS FOR
SECTION C DOWNTOWN SILVER SPRING

98024

1 of 7

\$ N/A RECORDATION TAX PAID\$ N/A TRANSFER TAX PAID

THIS DECLARATION OF EASEMENTS FOR SECTION C DOWNTOWN SILVER SPRING (this "Declaration") is made this 5th day of September, 2002, by **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (herein "Declarant").

INTRODUCTORY STATEMENT

A. Declarant is the owner of those certain parcels of real property located in Montgomery County, Maryland, as more particularly described on that certain record plat of subdivision known as "Subdivision Record Plat Parcel B, C & D Block C Downtown Silver Spring" and recorded at Plat 22271, among the Land Records of Montgomery County, Maryland, (the "Section C Plat"), and Subdivision Record Plat for Parcel A Block C, Downtown Silver Spring, and recorded at Plat 21647 among the Land Records of Montgomery County, Maryland, (the "Theater Parcel Plat"). The Section C Plat and the Theater Parcel Plat are sometimes referred to in this Declaration collectively as the "Property". The Property consists of the following:

(i) approximately 0.8772 acres of land, as more particularly described as Parcel A on the Theater Parcel C Plat (the "Theater Parcel"). The "Theater Parcel" is improved with a single building (the "Theater Building"); and

(ii) approximately 1.9345 acres of land, more particularly described as Parcel B on the Section C Plat (the "Section C Retail Parcel"); and

(iii) approximately 0.5349 acres of land, as more particularly described as Parcel C on the Section C Plat (the "Gateway Plaza Parcel"); and

(iv) approximately 0.2127 acres of land, more particularly described as Parcel D on the Section C Plat (the "Silver Plaza Parcel").

B. Declarant is also the owner of a parcel of real property located adjacent to the Property and more particularly described as Parcel D, Block B, as per plat recorded at Plat Book 196 Plat 21283, among the Land Records of Montgomery County, Maryland, ("Ellsworth Drive"). The Property less and excepting the Theater Parcel is referred to in this Declaration as "Section C".

C. Declarant has leased, or will lease, portions of the Theater Parcel and Theater Building to respectively, the American Film Institute ("AFI") and the Roundhouse Theater ("Roundhouse"). AFI, Roundhouse and any successors in interest to AFI and/or Roundhouse which shall own, occupy or become a tenant or licensee of the

RECORDING FEE 75.00
IMP FD SURE \$ 5.00
TOTAL 80.00

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MONTGOMERY COUNTY, MD
CLERK'S OFFICE

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Theater Parcel and/or the Theater Building or portions thereof are referred to herein sometimes as the "Beneficiary(ies)".

D. Immediately following the recordation of this Declaration, Declarant intends to enter into (i) a ground lease, (the "Ellsworth/Plaza Lease"), leasing the Gateway Plaza Parcel, Silver Plaza Parcel and Ellsworth Drive to PFA Silver Spring, LC ("PFA"), and (ii) a ground lease, (the "Section C Lease"), leasing Section C Retail Parcel to PFA-C Silver Spring, LC ("PFA-C"). PFA-C intends to redevelop Section C as part of a larger project know as the Downtown Silver Spring Project (as defined in the Section C Lease) and in accordance with a site plan approved by the applicable governmental authorities. PFA, PFA-C and any successors in interest to PFA and/or PFA-C's right, title and interest under the Section C Lease and/or Ellsworth/Plaza Lease as applicable and/or the holder of any fee interest in Section C, (other than Declarant) shall sometimes be referred to in this Declaration as an "Owner".

E. Declarant desires to establish, for the benefit of the Property, (i) certain easements as depicted and numbered on the easement plat attached to and made a part of this Declaration as Exhibit "A" (collectively the "Easement Areas"), and (ii) certain additional Public Use Easements as more particularly defined hereinbelow.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby establishes and declares the following:

1. Dock Easement (Number 10). Declarant hereby establishes and grants for the use and benefit of the Theater Building and the Beneficiaries, a perpetual non-exclusive easement, right and privilege on, over and across that portion of the Property described and depicted on Exhibit "B", attached to and made a part of this Declaration (the "Loading Dock Easement Area") for purposes of access to and utilization of the loading dock to be constructed by Owner and located in the Loading Dock Easement Area, for purposes of the loading and unloading of supplies, equipment, sets and any other materials as may be necessary or desirable for the beneficial use and operation of the Theater Building, as reasonably determined by the Beneficiaries, and for no other uses or purposes.

2. Communications Equipment Easement (Number 6). Declarant hereby establishes and grants for the use and benefit of the Theater Building and the Beneficiaries, a perpetual, non-exclusive subsurface easement, right and privilege under that portion of the Property described and depicted on Exhibit "C" (the "Communications Equipment Easement Area"), for purposes of laying, maintaining, operating, removing, repairing and replacing, one or more underground triaxial cabling communication systems and other appurtenances thereto, including without limitation fiber optic cabling and conduits (collectively the "Communications Equipment") as necessary or desired by the Beneficiaries in order to receive information, images and/or sound into or to transmit information, images and/or sound to and from any portions of the Theater Building.

3. Pedestrian Fire Exit/Service Access Easement (Number 4). Declarant hereby establishes and grants for the use and benefit of the Theater Building, Section C Retail Parcel, the Beneficiaries, Owner and their respective invitees, a non exclusive easement, right and privilege on, over and across that portion of the Property described and depicted on Exhibit "D" (the "Fire Exiting and Service Easement Area") for (i) emergency ingress and egress for pedestrians and emergency vehicles to and from the Theater Building in the event of fire or other emergency, and (ii) ingress and egress to and from the Theater Building.

4. Storm Drain Easement (Number 11). Declarant hereby establishes and grants for the use and benefit of the Property, the Theater Building, the Section C Retail Parcel the Owner and Beneficiaries, a perpetual, non-exclusive easement and right of passage on, through, over, under and across such portions of the Property as are described and depicted on Exhibit "E" (the "Storm Drain Easement Area"), for the connection, transmission, drainage, discharge, flow and necessary maintenance of storm water runoff from the Property including without limitation the Theater Building, through the private storm drain to be constructed by Owner and located in the Storm Drain Easement Area together with the right to transmit storm water drainage into the storm drainage system located in Ellsworth Drive. Storm water run-off from the Property may include storm water collected from other lots and parcels.

5. Dumpster Pad Easement (Number 5). Declarant hereby establishes and grants for the use and benefit of the Theater Building and Beneficiaries, a perpetual, non-exclusive easement, right and privilege on, over and across that portion of the Property described and depicted on Exhibit "F" attached to and made a part of this Declaration (the "Dumpster Pad Easement Area"), to access, locate and utilize the dumpster pad to be constructed by Owner and located in the Dumpster Pad Easement Area, for purposes of placing, maintaining and using (a) closed trash and closed recycling receptacles and (b) after five (5) days' prior written notice to Owner, open construction dumpsters as reasonably necessary from time to time for disposal of set-breakdowns, but for no longer than three (3) business days. Each of (a) and (b) are to be used only in the operation of the business in the Theater Building and for no other uses or purposes.

6. Public Use Easements. Declarant hereby establishes and grants for the use and benefit of the general public, those certain easements and rights (collectively the "Public Use Easements") more particularly described below. Pursuant to the plans for the Downtown Silver Spring Project as approved by the applicable governmental authorities, the Public Use Easements have been designated and shall be deemed for all purposes of this Declaration to constitute Public Use Space as such term is defined in Section 59-A-2.1 of the Zoning Ordinance of Montgomery County, as the same may be amended from time to time. The Public Use Easements are described and depicted on Exhibit "H" attached to and made a part of this Declaration and shall consist of the following:

(i) a perpetual non-exclusive easement and right of passage and use, free of charge, for pedestrian and vehicular ingress and egress on, over and

across the Gateway Plaza Parcel to and from the Downtown Silver Spring Project and adjacent public streets and ways; and

(ii) a perpetual non-exclusive easement and right of passage and use, free of charge, for pedestrian ingress and egress on, over and across the Silver Plaza Parcel to and from the Downtown Silver Spring Project and adjacent public streets and ways; and

(iii) a perpetual non-exclusive easement and right of passage and use, free of charge, for vehicular and pedestrian ingress and egress on, over and across Ellsworth Drive;

(iv) a perpetual non-exclusive easement and right, free of charge, for the benefit of the Silver Plaza Parcel and the Gateway Plaza Parcel, to hook up and connect the amenities to be constructed by Owner on the Silver Plaza Parcel and the Gateway Plaza Parcel to the utility service to be installed on the Section C Retail Parcel, including, without limitation, water and electric service; and

(v) a perpetual, non exclusive easement and right of way for the benefit of the general public, on, over and across that portion of the Property described and depicted on Exhibit "G" attached to and made a part of this Declaration, (the "Breezeway Easement Area") for pedestrian ingress and egress between the Downtown Silver Spring Project and adjacent public streets and ways. Subject to the aforesaid easement, the Breezeway Easement Area shall be deemed part of the leased premises under the Section C Lease. The foregoing notwithstanding, Declarant agrees that Owner, for reasonable security concerns and after consultation with (but not consent by) AFI, may enclose the Breezeway Easement Area as a corridor, but shall not include the Breezeway Easement Area in private retail use. In the event that Owner encloses or gates the Breezeway Easement Area, Roundhouse and AFI shall be permitted to open the Breezeway Easement Area at both ends for one hour before an event at AFI or Roundhouse and one hour after the event. Roundhouse or AFI, as applicable, will be responsible for providing security as they deem necessary for their patrons under such circumstances.

The foregoing notwithstanding, during the term of Ellsworth/Plaza Lease, the Public Use Easements are and shall be expressly subject to the rights of Declarant and Owner described on Exhibit "G" attached to and made a part of the Ellsworth/Plaza Lease; a copy of which is attached to and made a part of this Declaration as Exhibit "H-1".

7. P.U.E. and W.S.S.C. Easement (Number 17). Declarant hereby establishes and grants for the use and benefit of the Property, the Theater Building, Section C, the Downtown Silver Spring Project, Owner and Beneficiaries, a perpetual, non-exclusive easement and right of way, on, over and across those portions of the Property and all of Ellsworth Drive as more particularly described and depicted respectively on Exhibits "I" and "I-1" attached to and made a part of this Declaration, (the "Public Utility Easement Areas") for purposes of installing, constructing, reconstructing, maintaining, operating, inspecting, repairing, utilizing, relocating and replacing any and all private and public utilities and appurtenances, including, without

limitation, sanitary sewer, water, gas, electricity, cable television, telephone, storm drains, sediment controls, sediment separators and filters, roof drainage, parking structure wash drainage, and all other storm water management, storm water detention and control and water quality facilities ("Utilities") now or hereafter located within the Public Utility Easement Areas, or any part thereof, including those water and electric lines to provide service to the trees located adjacent to Ellsworth Drive within the Public Utility Easement Areas, together with reasonable rights of ingress and egress on, over, across, through and under the Property for any of the foregoing purposes, provided that Owner shall obtain the prior consent of Declarant, such consent not to be unreasonably withheld, conditioned or delayed, prior to locating or relocating any Utilities on Ellsworth Drive subsequent to those Utilities installed in connection with the construction of the initial improvements on the Section C Parcel. The Public Utility Easement Areas together with the public utility easements as shown on the Section C Plat ("Section C Plat PUE") are hereby made expressly subject to the terms and conditions of the Public Utility Easement Agreement recorded at Liber 3834, Folio 457 among the Land Records of Montgomery County, Maryland; provided, however, that no Section C PUE shall be deemed to exist at any place where a Section C PUE occupies the same space as an "Existing Building Façade Easement" exists, the location and terms of such Existing Building Façade Easement to be set forth in a separate document intended to be recorded shortly after the Declaration of Easements.

8. Theater Building Maintenance Easement. Declarant hereby establishes and grants for the use and benefit of the Theater Building and the Beneficiaries a perpetual, non-exclusive easement, right and privilege on, over and across that portion of the Property located in the area shown on Exhibit "J" attached to this Declaration (the "Theater Building Maintenance Easement Area"), for the purposes of pedestrian and vehicular access to the Theater Building in order to perform necessary maintenance and repair of the Theater Building.

9. Electric Easement (19). Declarant hereby establishes and grants for the use and benefit of the Theater Building, Section C Retail Parcel, the Beneficiaries and Owners a perpetual, non-exclusive easement, right and privilege on, over and across that portion of the Property described and depicted on Exhibit "K" (the "Electric Vault Easement Area") for the purpose of access, use, maintenance and service of the electric vaults located under the Electric Vault Easement Area, together with reasonable rights of ingress and egress on, over, across, through and under the Electric Vault Easement Area for the foregoing purposes.

10. Temporary Gas Easement. Declarant hereby establishes and grants for the use and benefit of the Theater Building and Beneficiaries a temporary, non-exclusive easement and right of way, on, over and across that portion of the Property located in the southerly portion of the Pedestrian Fire Exit/Service Easement Area more particularly described on Exhibit "A-4" and depicted on Exhibit "B-4" (the "Temporary Gas Easement Area"), for purposes of installing, constructing, maintaining, operating, repairing and utilizing a temporary gas line within the Temporary Gas Easement Area, together with reasonable rights of ingress and egress on, over, across, through and under

the Temporary Gas Easement Area for the foregoing purposes. The easement contained in this Section 10 shall automatically terminate upon the completion of the construction of the Theater Building, as evidenced by the issuance of a certificate of use and occupancy for the Theater Building.

11. Internet Access. Declarant hereby establishes and grants for the use and benefit of the Theater Building and the Beneficiaries a perpetual, non-exclusive right and privilege to use the air space located over the Section C Parcel for the purposes of locating, accessing and utilizing a wireless internet connection between the building located at 1010 Wayne Avenue, Silver Spring, Maryland and the Theater Building; provided, however, that the Owner of the Section C Parcel shall not be responsible for interference with or disruption to such wireless internet connection to the Theater Building which results from any cause other than use of any improvements on Section C of the Downtown Silver Spring Project in contravention of the site plan for the Downtown Silver Spring Project, as same may be amended.

12. Relocation of Easements.

(A) Each of Declarant and Owner shall have the right in its sole but reasonable discretion to relocate any Easement Area and any related Utility facilities and related equipment within the Easement Area ("Utility Facilities"), provided that:

(i) the party requesting the relocation ("Requesting Party") shall give to the other and Beneficiaries at least one hundred eighty (180) days prior written notice of its intention to relocate the Easement Area and related Utility Facilities;

(ii) the Requesting Party shall obtain, at its sole cost and expense, all necessary governmental and Utility company approvals prior to relocating the Easement Area and related Utility Facilities;

(iii) relocation of the Easement Area, all improvements thereon and all related Utility Facilities shall be performed at the sole cost and expense of the the Requesting Party in a good, safe and workmanlike manner, in accordance with sound engineering practices and in compliance with all applicable laws, rules, orders, regulations, ordinances and governmental requirements;

(iv) relocation of the Easement Area and related Utility Facilities shall not unreasonably interfere with the provision of any Utility service to the Theater Parcel or otherwise impair the use and enjoyment of the Theater Parcel; and

(v) Declarant and Owner shall grant a replacement easement for the same purpose and upon the same terms and conditions as were applicable to the original easement and in a manner such that the replacement easement shall be fully insurable by a reputable title insurer as an appurtenance to the Property to the same extent as the original easement.

(B) The non-Requesting Party and Beneficiary shall join in and support all applications for approvals from any applicable governmental authorities or Utility companies as may be required in connection with the relocation of an Easement Area,

provided that if the Requesting Owner is Owner, Owner shall have complied with all of its respective obligations pursuant to this Section 12.

13. Rights of the Parties.

(A) Owner shall, at all times and from time to time during the term of this Declaration, have the right to (i) construct and maintain on the Section C Retail Parcel, including on any of the Easement Areas granted herein, such footings and foundations, paving, plaza areas, seating and landscaping, and to install Utilities as are necessary or convenient for the improvements to be developed on the Section C Retail Parcel, provided that such guidelines and regulations shall not interfere with Beneficiary's use of the easements granted in Sections 1, 2, 3, 4, 5, 8, 9 and 10 above for the purposes set forth therein, and (ii) establish reasonable guidelines and regulations governing the use of the Easement Areas established under paragraphs 1 and 5 of this Declaration, provided that such guidelines and regulations shall not interfere with Beneficiary's use of the easements granted in Sections 1, 2, 3, 4, 5, 8, 9 and 10 above for the purposes set forth therein.

(B) Upon not less than fifteen (15) days prior written notice to Declarant and Owner (except in the event of emergency in which case notice shall be reasonable under the circumstances) and subject to the other terms and conditions of this Declaration, Declarant, or an agent or contractor acting with permission of Declarant, and the Beneficiaries shall have the right to enter onto the Public Utility Easement Areas for the purposes described in Section 7 of this Declaration, provided, however, that the Beneficiaries and/or Declarant, whichever shall perform such work, shall restore, as nearly as possible, all property disturbed to its original condition including, but not limited to, the replacement of paving, the replacement of landscaping (*i.e.*, trees and shrubs) and the reseedling of green areas.

(C) Owner at its cost and expense shall be solely responsible for maintenance and repair of the easements described in paragraphs 1, 3, 4, 5, 6 and 7 above in a neat, clean, sightly and orderly condition, free from unreasonable odor, and in accordance with all applicable codes, ordinances, and other requirements promulgated by applicable governmental authorities.

14. Indemnification. Beneficiary ("Indemnifying Party") shall indemnify and hold harmless Declarant and Owner ("Indemnified Party") from and against any and all cost, loss, damage, expense, including reasonable attorneys' fees and costs, incurred by the Indemnified Party and property damage and injury or death to person resulting from (i) damage by the Indemnifying Party, its employees, agents, contractors, invitees, licensees, successors or assigns, to the improvements to the Easement Areas set forth herein, (ii) loss, cost or damage caused by any use of any easement by the Indemnifying Party its employees, agents, contractors, successors or assigns, and (iii) caused by the negligence or willful acts of the Indemnifying Party or its employees, agents, contractors, successors or assigns. For purposes of this Section 14, the defined term "Beneficiary" shall not include Montgomery County, Maryland.

15. Insurance.

Declarant shall cause Beneficiary to at all times maintain the insurance required under the lease dated November 27, 2001 between Declarant and AFI, and Declarant shall use commercially reasonable efforts to cause Beneficiary to maintain at all times the following insurance:

(A) General comprehensive public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) from the aggregate of all occurrences within each policy year, shall include the Easement Areas and shall contain blanket contractual coverage.

(B) Certificate Requirements.

All of the above-prescribed insurance shall (a) be procured from financially sound and reputable insurers qualified to transact an insurance business in the State of Maryland and have an A.M. Best rating of at least "A-X", (b) be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved, and (c) be evidenced by certificates of insurance delivered to the Declarant upon the issuance of any policies (and subsequent changes in such policies).

(C) Additional Insured - Notice of Cancellation.

All policies of liability insurance described herein shall name the Declarant and Owner and any mortgagee of Owner as additional insureds and shall not be cancelled, modified or terminated upon less than sixty (60) days prior written notice to Declarant and Owner. The liability coverage shall further expressly provide for contractual liability coverage associated with the Beneficiary's indemnification obligations under this Declaration.

(D) Insurance Does Not Waive Obligations.

No acceptance or approval of any insurance agreement or agreements shall (a) relieve or release or be construed to relieve or release the Beneficiaries or other person from any liability, duty, or obligation assumed by, or imposed upon it, or, (b) impose any obligation upon the additional insured(s)/loss payees.

16. No Dedication. Nothing contained in this Declaration shall be deemed to constitute a gift, grant or dedication of any portion of the Property, it being the intention of Declarant that this Declaration shall be strictly limited to the uses expressly set forth in this Declaration. This Declaration is not intended to constitute any person or entity that is not Declarant, Owner or Beneficiary as a third party beneficiary hereunder or to give any such person or entity any rights hereunder.

17. Duration of Obligation; Limitation of Liability.

(A) The obligations of any entity or individual hereunder shall apply only with respect to the period of time during which such entity or individual is an Owner. If any entity or individual ceases to be an Owner, the obligations thereafter accruing hereunder (but not accrued and unperformed obligations) shall be the obligations of such Owner's successor-in-interest.

(B) Notwithstanding any provision to the contrary contained herein, if Owner, Declarant, Beneficiary or any successor-in-interest of Owner, Declarant or Beneficiary or any mortgagee shall be an individual or entity (including without limitation, a joint venture, tenancy in common, corporation, trust, general partnership, limited partnership or limited liability company), it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such individual or entity, or on the part of the stockholders, members, partners, officers or directors of any such individual or entity, with respect to any of the terms, covenants and conditions contained herein, and that any party claiming hereunder shall look solely to the equity of Owner, Declarant, Beneficiary or their respective successors-in-interest in the Property or any Parcel, whichever is applicable, for the satisfaction of each and every remedy of any such claiming party in the event of any breach by Owner or by its successor-in-interest, of any of the terms, covenants and conditions contained herein, and such exculpation of personal liability shall be absolute and without any exception whatsoever.

18. Cooperation Among Parties. Within thirty (30) business days following Declarant's or any Owner's ("Requesting Party") request therefor, Declarant or the other Owners, as applicable, (each a "Responding Party") shall join in the recording of, and execute consents and approvals with respect to, easements and other instruments that may be reasonably required from time to time with respect to any improvement, alteration, use, development, operation, maintenance, repair or replacement of the Requesting Party's Property; provided however, that no Responding Party shall be required to perform the obligations set forth in this Section 18 in any particular instance if such Responding Party reasonably determines in good faith that the performance of such obligations in such particular instance would materially adversely affect such Responding Party's Property or would materially adversely affect such Responding Party's use and enjoyment of its Property. The Requesting Party shall be solely responsible for all of the costs and expenses of preparing and recording the any of the foregoing instruments.

19. Waivers, Consents and Amendments; Remedies Cumulative.

(A) No modification or amendment of, nor any waiver or consent with respect to, this Declaration or any provision hereof shall be binding unless made in writing and signed by all of Declarant, Owner and Beneficiary.

(B) All rights, privileges and remedies provided hereunder shall be deemed cumulative and the exercise of any such right, privilege or remedy shall not be deemed to be a waiver of any other right, privilege or remedy provided herein or otherwise available at law or in equity, except as expressly limited herein.

20. Notice. All notices and other communications hereunder shall be in writing and shall be deemed duly given if personally delivered with a signed receipt therefor, or mailed by certified mail, return receipt requested, postage prepaid, or telecopied or delivered by an overnight delivery service with acknowledgment of receipt thereof,

if to the Declarant, to:

Montgomery County Government
Office of the County Executive
101 Monroe Street, Second Floor
Rockville, Maryland 20850
Attention: Chief Administrative Officer

with a copy to:

Montgomery County Government
Silver Spring Redevelopment Program
962 Wayne Avenue
Silver Spring, Maryland 20910
Attention: Director, Silver Spring Redevelopment Program

with copy to:

Montgomery County Government
Department of Public Works and Transportation
101 Orchard Ridge Drive, Suite 200
Gaithersburg, Maryland 20878
Attention: Director

with copy to:

Montgomery County Government
Office of the County Attorney
101 Monroe Street, Third Floor
Rockville, Maryland 20850
Attention: County Attorney

with copy to :

Montgomery County Office of Leasing Management
Department of Public Works and Transportation
110 North Washington Street
Rockville, Maryland 20850

if to PFA or PFA-C, to:

PFA-C SILVER SPRING LC
 c/o Foulger Pratt Companies
 9600 Blackwell Road, Suite 200
 Rockville, Maryland 20850
 Attention: Clayton F. Foulger
 Richard Perlmutter

with a copy to:

Richard M. Zeidman, Esquire
 Linowes and Blocher LLP
 1010 Wayne Avenue
 Silver Spring, Maryland 20910

with a copy to:

The Peterson Companies L. C.
 12500 Fair Lakes Circle
 Suite 400
 Fairfax, Virginia 22033
 Attention: General Counsel-Retail

and if to any Owner or its successor-in-interest or assignee or Mortgagee, to such address as shall be designated by such Owner by written notice in accordance with this Section 26.

21. Corrections. Declarant, Owner and the Beneficiaries agree to reasonably cooperate with one another in order to make any necessary technical corrections to the exhibits attached to this Declaration.

22. Severability. The provisions contained in this Declaration are severable and the invalidity of one or more of the provisions hereof shall not affect the validity or enforceability of any other provision.

23. Governing Law. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Maryland without regard to the effect of contrary conflict of law principles.

24. Number and Gender. Whenever appropriate herein, the singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine gender and the neuter gender.

25. Survival. Any provision of this Declaration which, by its terms, may require performance subsequent to closing and delivery of any deed pertaining to the Property, shall survive such closing and delivery.

26. Binding Nature of Covenants. The terms, conditions and provisions contained herein shall be deemed covenants running with the land and, except as otherwise specifically set forth herein, shall be jointly and severally binding upon and inure to the benefit of the respective successors, transferees and assigns of the Declarant, Owner, and Beneficiaries.

27. Captions and Headings. The captions and headings contained in this Declaration are included for convenience of reference only, shall not be considered a part hereof, and are not intended in any way to limit or enlarge the terms hereof; nor shall they affect the meaning or interpretation of this Declaration.

28. Recitals and Exhibits. Each of the Recitals contained herein and each of the Exhibits attached hereto are made a part hereof as if fully set forth herein.

29. Relationship of Parties. Nothing contained herein shall be construed in any manner so as to create any relationship between Declarant, Owner and Beneficiaries other than the relationship of abutting landowners and parties in interest, and the Owners shall not be considered partners or co-venturers for any purpose whatsoever.

30. Non-Merger. Notwithstanding the fact that the Property is or hereafter may be owned by the same entity, the easements and rights herein granted and the covenants hereby imposed upon the Property shall not be deemed to be extinguished by merger or otherwise, and except as otherwise specifically provided herein, the same shall be perpetual and may not be extinguished except by a declaration duly executed by all Owners who, at the time thereof, own an interest in any portion of the Property (as owner, ground lessee, Mortgagee or lienor), which declaration shall be recorded among the Land Records of Montgomery County, Maryland.

31. Estoppel Certificates. Declarant agrees at any time and from time to time upon not less than forty-five (45) days prior written notice by Owner or its mortgagee, to execute, acknowledge and deliver to Owner, and to use good faith efforts to cause Beneficiaries to execute, acknowledge and deliver to Owner, a statement in writing certifying (i) that this Declaration is unmodified and in full force and effect or (ii) if there shall have been any modification hereof, the nature of such modifications and that this Declaration, as modified, is in full force and effect; (iii) whether or not to the best knowledge of Declarant or Beneficiary in default in the performance of any covenant, agreement or condition contained in this Declaration and, if so, specifying each such default; and (iv) such other factual matters arising under this Declaration as such Owner or its mortgagee may reasonably request.

32. Division of Ownership. No division of ownership of the Property, by subdivision or other means, and no change in ownership interest of any of the Declarant, Owner or Beneficiary shall affect or modify the easements, rights, covenants and agreements granted hereunder.

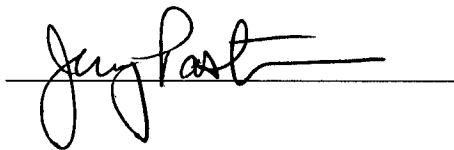
33. Counterparts. This Declaration may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

DECLARANT:

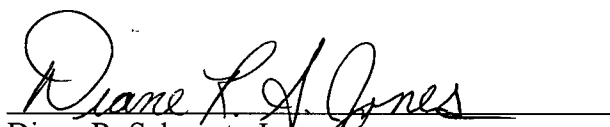
WITNESS/ATTEST:

MONTGOMERY COUNTY, MARYLAND



 By: 
 Douglas M. Duncan,
 County Executive

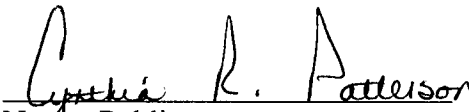
APPROVED AS TO FORM AND LEGALITY:


 Diane R. Schwartz Jones
 Associate County Attorney

 STATE OF Maryland *
 COUNTY OF Prince George's * to wit
 *

I HEREBY CERTIFY that on this 5th day of September, 2002, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Douglas M. Duncan who acknowledged himself to be County Executive of Montgomery County, Maryland, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of Montgomery County, Maryland, as DECLARANT, for the purposes contained therein.

AS WITNESS my hand and Notarial Seal.


 Notary Public
My Commission Expires: 9-15-03

INFORMATION FOR RECORDING PURPOSES ONLY

Parcel ID Number: PARCEL A(A) 13-03256207

~~Record Legal Description:~~ D(B) - 03279403

B(C) - 03381415

C(C) - 03381426

Street Address: D(C) - 03381437

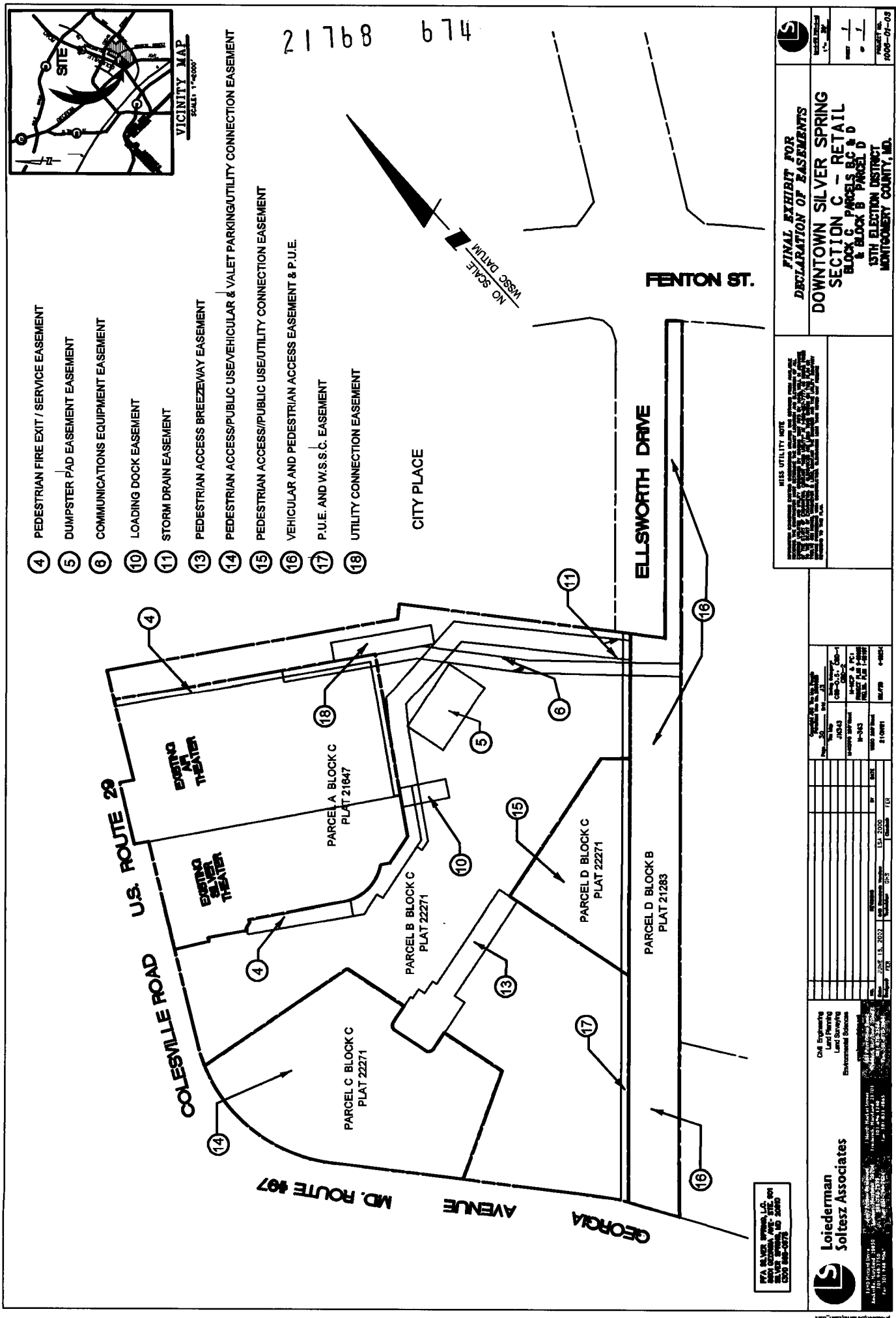
Declarant:

~~Grantee:~~

TITLE INSURER: LAWYERS TITLE INS. CORP.

Exhibit "A"

(Easement Plat)



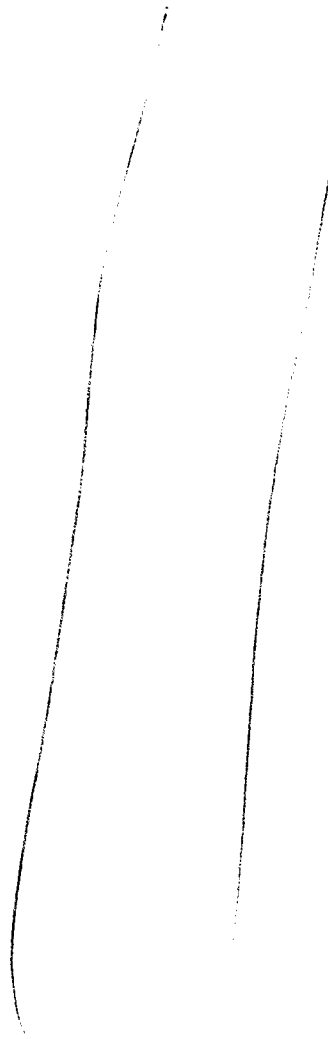


Exhibit "B"

(Loading Dock Easement Area)

EXHIBIT A-10**DESCRIPTION OF A
LOADING DOCK EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 560 square feet or 0.0129 acres as shown on Exhibit B-10 attached hereto and made a part hereof.

21768 677

EXHIBIT "B-10"

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED
UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY
PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE
INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED
FROM RECORDS PROVIDED TO THIS OFFICE.

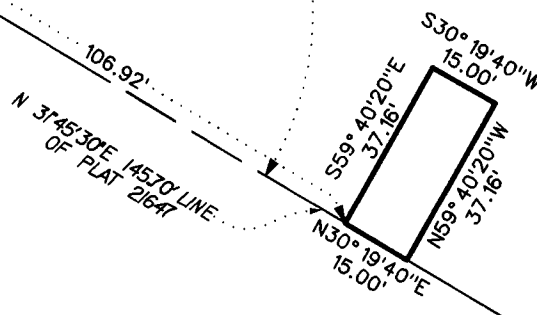
W. Joseph Hines 9/5/02
W. JOSEPH HINES DATE
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



LOT 16
EDWARD W. BYRN'S SUBDIVISION
PB 159 P 17983

LOADING DOCK
EASEMENT
560 SQ. FT.
OR 0.0129 AC.

PARCEL B BLOCK C
P22271



PARCEL A BLOCK C
P 21647

COLESVILLE ROAD
U.S. RTE. 29



**Loiederman
Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences

www.lsassociates.net

1390 Piccard Drive, Suite 100 Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

DESCRIPTION PLAT
LOADING DOCK
EASEMENT
ACROSS PARCEL B, BLOCK C
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002



Exhibit "C"

(Communications Equipment Easement Area)

EXHIBIT A-6**DESCRIPTION OF A
COMMUNICATIONS EQUIPMENT EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel D, Block B as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels A through D, Block B, Downtown Silver Spring" and recorded among said Land Records as Plat No. 21283, and part of Parcel A, Block C, as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcel A, Block C, Downtown Silver Spring" and recorded among said Land Records as Plat No. 21647, and part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 3,029 square feet or 0.0695 acres as shown on Exhibit B-6 attached hereto and made a part hereof.

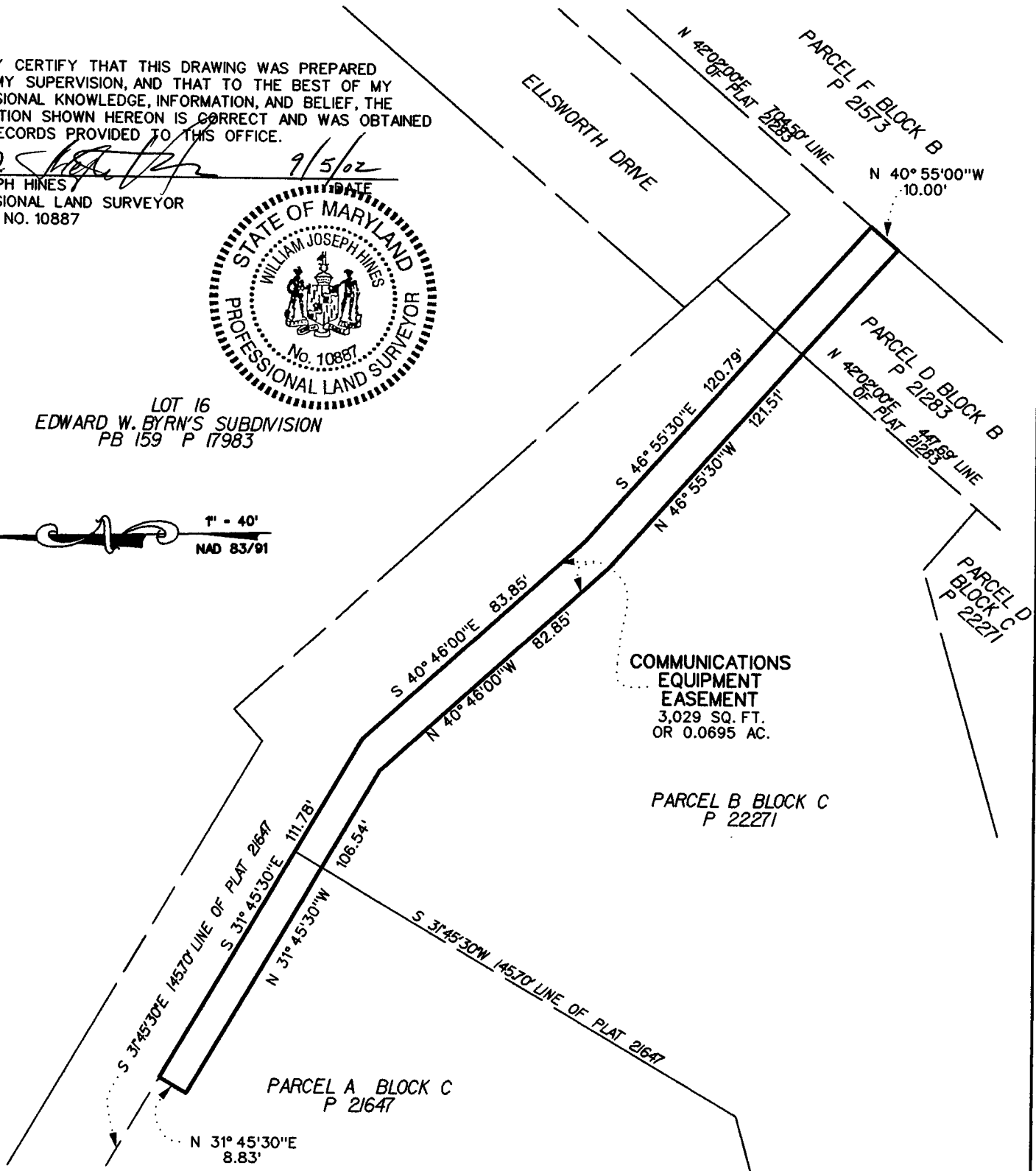
EXHIBIT "B-6"

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



LOT 16
EDWARD W. BYRN'S SUBDIVISION
PB 159 P 17983



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1390 Piccard Drive, Suite 100 Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

DESCRIPTION PLAT
COMMUNICATIONS EQUIPMENT
EASEMENT
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002

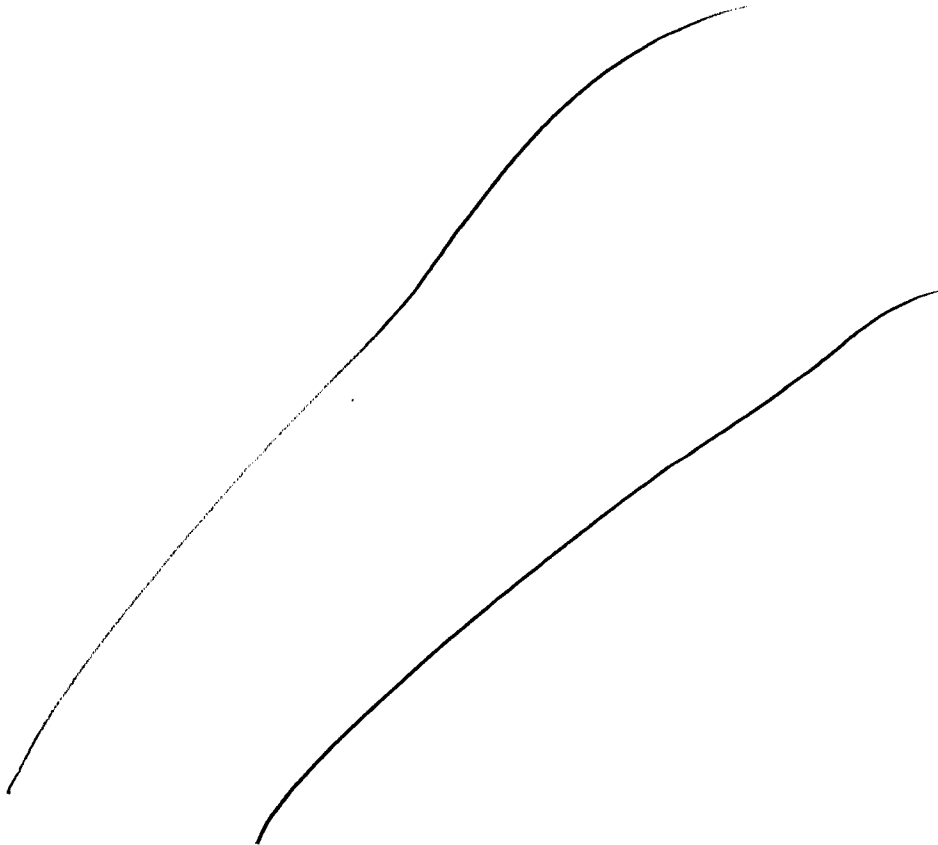


Exhibit "D"

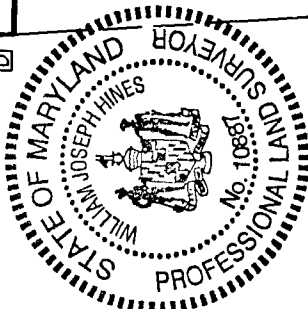
(Fire Exiting Easement Area)

EXHIBIT A-4**DESCRIPTION OF A
PEDESTRIAN FIRE EXIT / SERVICE
EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel A, Block C, as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcel A, Block C, Downtown Silver Spring" and recorded among said Land Records as Plat No. 21647, and part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 3,768 square feet or 0.0865 acres as shown on Exhibit B-4 attached hereto and made a part hereof.

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



S 58°14'30"E 208.51' LINE
OF P 21647
S 58°14'30"E 208.51'
N 58°14'30"W 203.19'

CURVE DATA

RADIUS	ARC	DELTA	TAN	CHD BEARING	CHD
1 36.00'	43.49'	69°13'25"	24.85'	N 86°42'18"E	40.90'

COLESVILLE ROAD (US RTE 29)

EXHIBIT "B-4"

SCALE: 1" = 30'
18/58 GVN

S 31°45'30"W 106.57'
S 31°45'30"W 145.70' LINE
OF P 21647
N 31°45'30"E 107.10'

LINE DATA

BEARING	LENGTH
S 58°41'00"E	7.49'
N 75°36'30"W	25.13'
N 59°40'20"W	5.00'
N 28°05'55"E	4.96'
S 58°37'24"E	9.65'
N 16°22'18"W	5.40'
S 74°56'34"W	18.05'
N 31°13'00"E	2.74'
N 31°13'00"E	2.15'
N 75°08'30"E	4.70'
N 31°13'00"E	2.54'

PARCEL A
BLOCK C
P 21647

PEDESTRIAN
FIRE EXIT / SERVICE
EASEMENT
3,768 SQ. FT.
OR 0.0865 AC.

PARCEL B
BLOCK C
P 22271

POINT OF BEGINNING

**Loiederman
Soltesz Associates**



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DESCRIPTION PLAT
PEDESTRIAN FIRE EXIT / SERVICE
EASEMENT
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 1" = 30' AUGUST, 2002

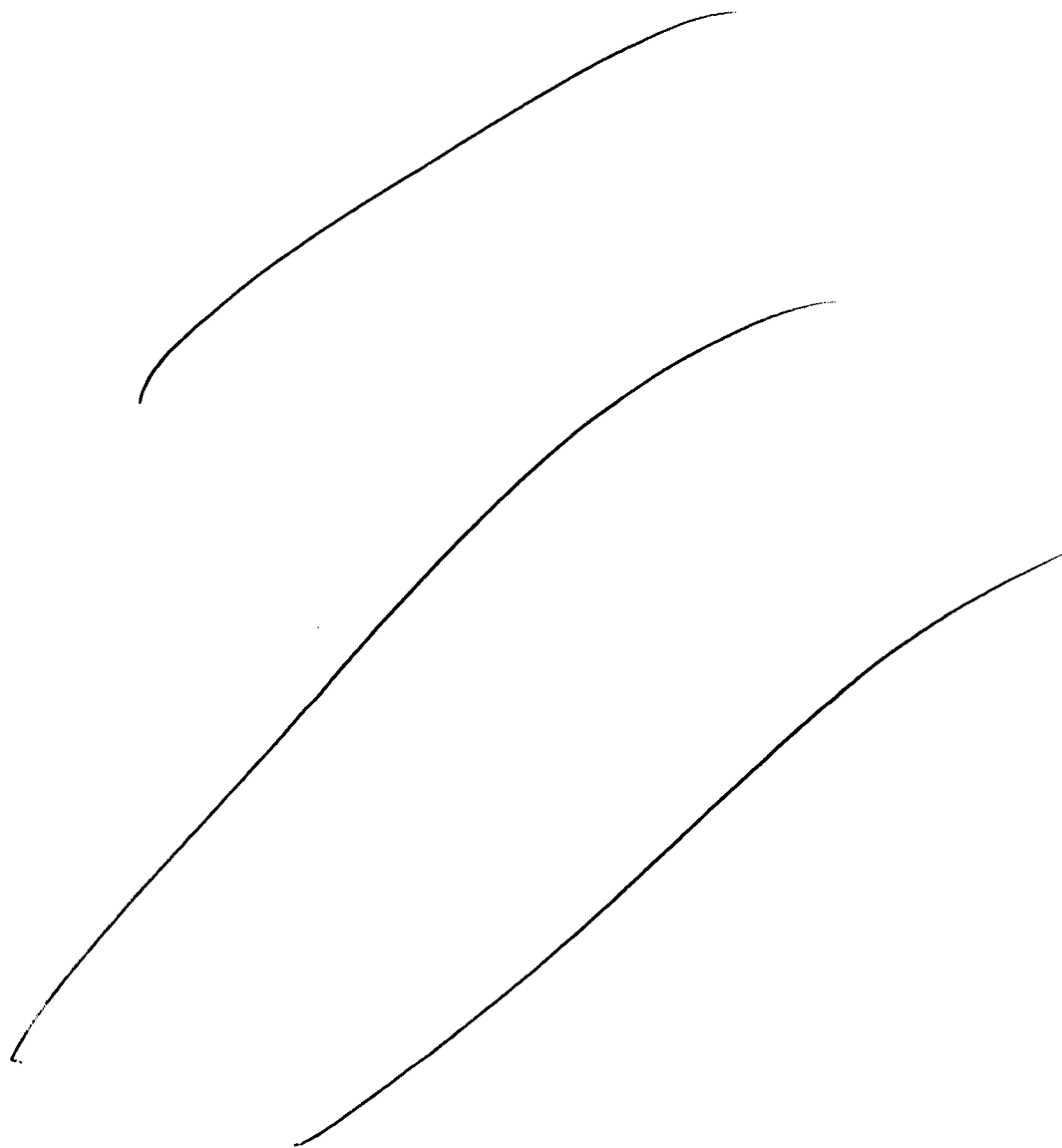


Exhibit "E"

(Storm Drain Easement Area)

EXHIBIT A-11**DESCRIPTION OF A
STORM DRAIN EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 5,675 square feet or 0.1303 acres as shown on Exhibit B-11 attached hereto and made a part hereof.

EXHIBIT "B-11"

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines
 W. JOSEPH HINES
 PROFESSIONAL LAND SURVEYOR
 MD. REG. NO. 10887

9/5/02
 DATE

LOT 16
 EDWARD W. BYRN'S SUBDIVISION
 PB 159 P 17983



STORM DRAIN
 EASEMENT
 5,675 SQ. FT.
 OR 0.1303 AC.

PARCEL B BLOCK C
 P 22271

PARCEL F BLOCK B
 P 21573

PARCEL D BLOCK B
 P 21283

PARCEL D
 BLOCK C
 P 22271

PARCEL A BLOCK C
 P 21647

LINE DATA

	BEARING	LENGTH
A	N 58°55'10"W	8.16'
B	S 36°14'00"W	22.96'
C	S 75°36'30"W	8.56'
D	N 14°23'30"W	5.00'
E	N 14°23'30"W	5.01'
F	S 75°36'30"W	18.40'
G	N 58°41'00"W	8.86'
H	S 31°19'00"E	12.02'
I	S 58°41'00"E	7.49'
J	N 75°36'30"E	25.13'
K	N 36°14'00"E	30.12'
L	S 58°55'10"E	8.84'

CURVE DATA					
RADIUS	ARC	DELTA	TAN	CHD BEARING	CHD
1 36.00'	38.23'	60°51'12"	21.14'	N 82°31'11"E	36.43'

1" = 40'
 NAD 83/91



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 Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences

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1390 Piccard Drive Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

DESCRIPTION PLAT
 STORM DRAIN
 EASEMENT
 ACROSS PARCEL B, BLOCK C
 DOWNTOWN SILVER SPRING
 WHEATON (13TH) ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND
 1" = 40' AUGUST, 2002

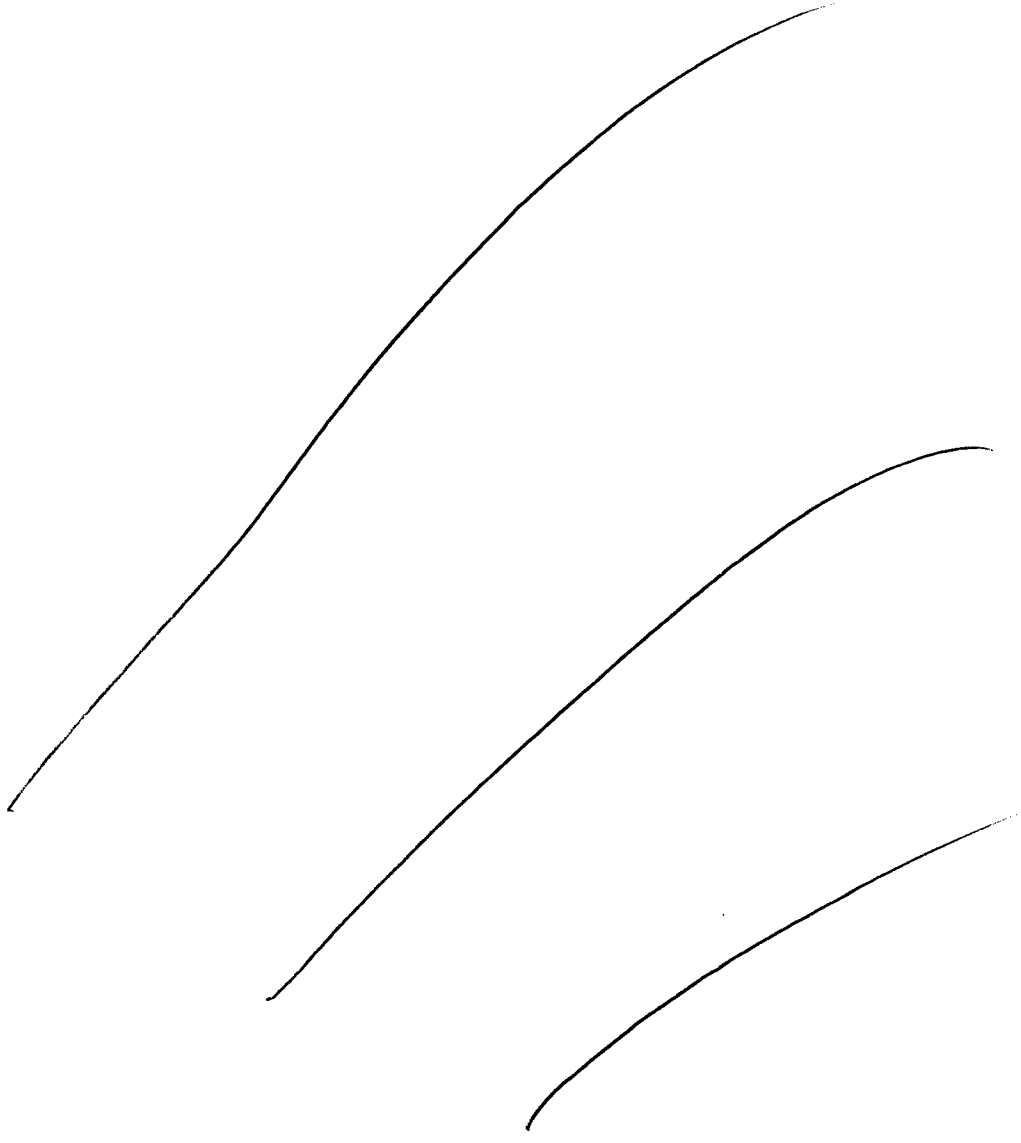


Exhibit "F"

(Dumpster Pad Easement Area)

EXHIBIT A-5**DESCRIPTION OF A
DUMPSTER PAD EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 1,992 square feet or 0.0457 acres as shown on Exhibit B-5 attached hereto and made a part hereof.

21768 689

EXHIBIT "B-5"

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED
UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY
PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE
INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED
FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines 9/5/02
W. JOSEPH HINES DATE
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



LOT 16
EDWARD W. BYRN'S SUBDIVISION
PB 159 P 17983



DUMPSTER PAD
EASEMENT
1,992 SQ. FT.
OR 0.0457 AC.

PARCEL B BLOCK C
P 22271

PARCEL A BLOCK C
P 21647

COLESVILLE ROAD
U.S. RTE. 29



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Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences

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1390 Piccard Drive, Suite 100 Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

DESCRIPTION PLAT
DUMPSTER PAD
EASEMENT
ACROSS PARCEL B, BLOCK C
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002

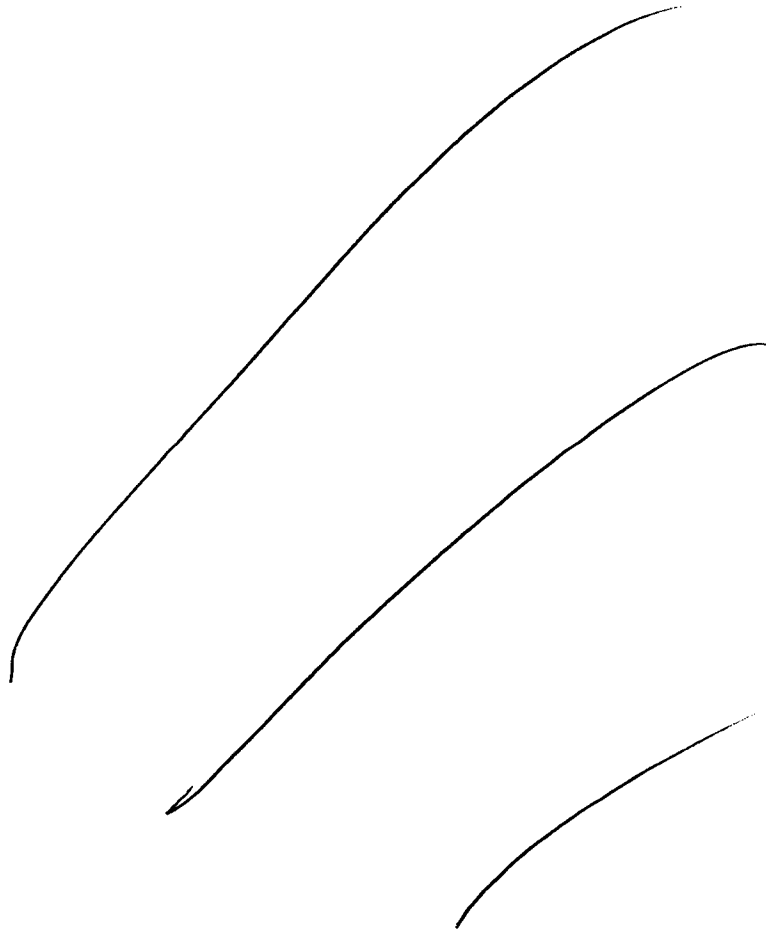


Exhibit "G"

(Breezeway Easement Area)

EXHIBIT A-13**DESCRIPTION OF A
PEDESTRIAN ACCESS / BREEZEWAY EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 3,241 square feet or 0.0744 acres as shown on Exhibit B-13 attached hereto and made a part hereof.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MCR-21768, p. 0692 MSA-CE63-21722 Date available 09/15/2005 Printed 06/15/2020

21768 692

EXHIBIT "B-13"



LINE DATA		
	BEARING	LENGTH
A	S 14°40'20"E	2.05'
B	N 75°19'40"E	8.49'
C	S 14°40'20"E	5.68'
D	N 75°19'40"E	11.33'
E	S 14°40'20"E	3.85'
F	S 14°40'20"E	17.00'
G	S 14°40'20"E	9.42'

CURVE DATA		
	DELTA	TAN
1	90°00'00"	5.00'
2	90°00'00"	5.00'

	RADIUS	ARC
1	5.00'	7.85'
2	5.00'	7.85'

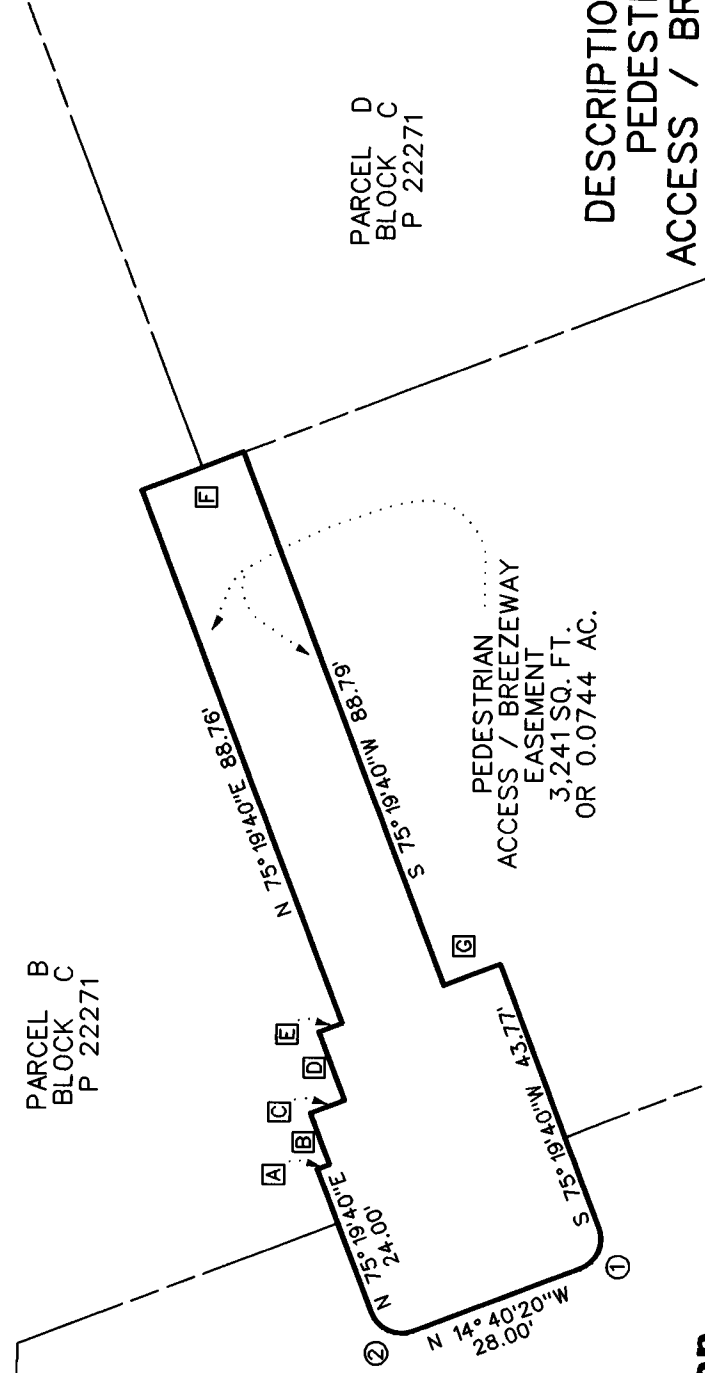
	CHD BEARING	CHD
	N 59°40'20"W	7.07'
	N 30°19'40"E	7.07'

PARCEL A
BLOCK C
P 21647

PARCEL B
BLOCK C
P 22271

PARCEL C
BLOCK C
P 22271

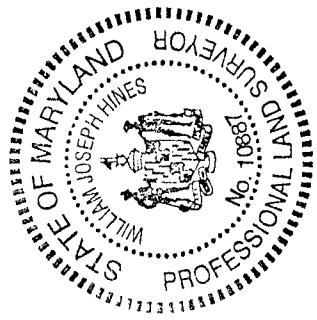
PARCEL D
BLOCK C
P 22271




DESCRIPTION PLAT
PEDESTRIAN
ACCESS / BREEZEWAY
EASEMENT

ACROSS PARCEL B, BLOCK C
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 30' AUGUST, 2002

W. Joseph Hines
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887
9/5/02





**Loiederman
Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences
www.lesassociates.net
1390 Piccard Drive Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067



Exhibit "H"

(Public Use Easements)

EXHIBIT A-14**DESCRIPTION OF A
PEDESTRIAN / PUBLIC USE /
VEHICULAR & VALET PARKING /
UTILITY CONNECTION EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being all of Parcel C, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 23,300 square feet or 0.5349 acres as shown on Exhibit B-14 attached hereto and made a part hereof.

21768 695

EXHIBIT "B-14"

PARCEL A BLOCK C
P 21647

PARCEL B BLOCK C
P 22271

PARCEL C BLOCK C
P 22271

DESCRIPTION PLAT
PEDESTRIAN/PUBLIC USE/
VEHICULAR & VALET PARKING/
UTILITY CONNECTION
EASEMENT

DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002

PEDESTRIAN/PUBLIC USE/
VEHICULAR & VALET PARKING/
UTILITY CONNECTION
EASEMENT
23,300 SQ. FT.
OR 0.5349 AC.

COLESVILLE ROAD
(US RTE 29)

GEORGIA AVENUE (MD RTE 97)
N 40° 57' 44" W 105.38'

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED
UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY
PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE
INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED
FROM RECORDS PROVIDED TO THIS OFFICE.

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887
DATE 9/5/02



LINE DATA	
BEARING	LENGTH
A S 75° 19' 40" W	15.00'
B S 14° 40' 20" E	28.00'
C N 75° 19' 40" E	15.00'

CURVE DATA			
RADIUS	ARC	TAN	CHD BEARING
1 123.13'	148.69'	69° 11' 30"	N 06° 21' 59" W 139.82'
2 5.00'	7.85'	90° 00' 00"	S 30° 19' 40" W 7.07'
3 5.00'	7.85'	90° 00' 00"	S 59° 40' 20" E 7.07'

**Loiederman
Soltesz Associates**

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1390 Piccard Drive Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067
www.lesassociates.net

EXHIBIT A-15**DESCRIPTION OF A
PEDESTRIAN / PUBLIC USE /
UTILITY CONNECTION EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being all of Parcel D, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 9,265 square feet or 0.2127 acres as shown on Exhibit B-15 attached hereto and made a part hereof.

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines 9/5/02
DATE
W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



LINE DATA
BEARING LENGTH
A S 48°06'40"E 22.84'

PARCEL B BLOCK C
P 22271

PARCEL C
BLOCK C
P 22271

N 75°19'40"E 129.92'

PARCEL D BLOCK C
P 22271

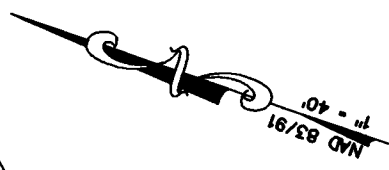
PEDESTRIAN/PUBLIC USE/
UTILITY CONNECTION
EASEMENT
9,265 SQ. FT.
OR 0.2127 AC.

N 14°40'20"W 112.65'

PARCEL D BLOCK B
P 21283
S 42°02'00"W 170.49'

EXHIBIT "B-15"

21768 697



DESCRIPTION PLAT
PEDESTRIAN/PUBLIC USE/
UTILITY CONNECTION
EASEMENT
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002



**Loiederman
Soltesz Associates**

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1390 Piccard Drive Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

EXHIBIT A-16**DESCRIPTION OF A
VEHICULAR & PEDESTRIAN
ACCESS EASEMENT & P.U.E.**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being all of Parcel D, Block B as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels A Through D, Block B, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 21283, said easement area containing 21,170 square feet or 0.4860 acres as shown on Exhibit B-16 attached hereto and made a part hereof.

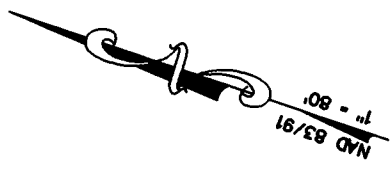
21768 699

EXHIBIT "B-16"

FENTON STREET

LOT 16
EDWARD W. BYRN'S SUBDIVISION
PB 159 P 17983

ELSMWORTH DRIVE
S 40°56'22"E 248.80'
N 42°07'34"E 248.80'



PARCEL D BLOCK C
P 22271
VEHICULAR & PEDESTRIAN
ACCESS
N 42°02'00"E 447.69'
OR 0.4860 AC.
S 42°02'00"W 704.50'

PARCEL F BLOCK B
P 21573

CURVE DATA			
RADIUS	ARC	DELTA	TAN
1 745.00'	12.34'	00°56'58"	6.17'
		CHD BEARING	CHD
		S 46°25'18"E	12.34'



PARCEL B BLOCK C
P 22271

PARCEL C BLOCK C
P 22271

PARCEL D BLOCK B
P 21283

PARCEL E BLOCK B
P 21573

GEORGIA AVENUE (MD RTE 97)
N 31°38'55"W 41.68'

DESCRIPTION PLAT
VEHICULAR & PEDESTRIAN
ACCESS EASEMENT & P.U.E.
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 80' AUGUST, 2002

**Loiederman
Soltesz Associates**



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www.loiedermansoltesz.com

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W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887

9/5/02

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.



Exhibit "H-1"

(Exhibit G to Ellsworth/Plaza Lease)

EXHIBIT G**List of Use Restrictions/Items Applicable to Particular Premises**

A. The Landlord has the right up to four (4) times per year to close one or more of Interior Ellsworth Drive (which right shall not apply during the period of December 3 and 24 in any year, except as expressly provided below), Gateway Plaza and Silver Plaza for public festivals, provided that (i) at no time shall public drop-off and valet service be closed on Gateway Plaza without the express consent of Tenant, or its Affiliate leasing Section C, and (ii) no such closure shall restrict vehicular ingress and egress between Georgia Avenue and Interior Ellsworth Drive or into or out of the Wayne Avenue Garage. The Landlord agrees to exercise this right in a commercially reasonable manner and the Tenant agrees to reasonably cooperate with the Landlord or its Affiliates to facilitate such festivals in a manner that does not unreasonably, adversely impact the tenants in Sections B or C. Landlord hereby agrees, and covenants to (i) clean up and remove all rubbish, trash and debris resulting from such public festivals and/or holiday parade; (ii) promptly repair any and all damage to the Project caused thereby; and (iii) procure and maintain liability insurance under a "special events policy". Prior to any such event, Landlord shall deliver to Tenant an insurance certificate evidencing such coverage and naming Tenant and Mortgagee as additional insureds thereunder. Notwithstanding the restrictions on closure between December 3 and 24th, as set forth above, as one of its four (4) closures, each calendar year Landlord shall have a one time right to conduct a holiday parade between December 3rd and December 24th, provided that (X) such parade to last not longer than 4 hours, and (Y) Landlord shall provide at least 45 days prior written notice of the date and time of such holiday parade.

B. The Tenant may close Ellsworth Drive, Gateway Plaza and Silver Plaza to public vehicular access from time to time, provided that (i) at no time shall public drop-off and valet service be closed on Gateway Plaza without the Landlord's and the American Film Institute's express consent, not to be unreasonably withheld or delayed. Further, the Tenant may only close Ellsworth Drive, Gateway Plaza and Silver Plaza to public vehicular access after coordinating with the Landlord to ensure that the Landlord does not have any programs planned with which such closures would unreasonably conflict, and (ii) no such closure shall restrict vehicular ingress and egress between Georgia Avenue and Interior Ellsworth Drive or into or out of the Wayne Avenue Garage.

C. The foregoing notwithstanding, during such periods of time Interior Ellsworth Drive, the Gateway Plaza and or Silver Plaza may be closed by Tenant, as more particularly set forth above, Tenant shall have the right to locate kiosks, booths and permit pushcart, vendor sales and general retail activity in the Gateway Plaza, Silver Plaza and Interior Ellsworth Drive. At all other times, such retail activities shall not be

Exhibit G**List of Use Restrictions/Items Applicable to Particular Premises**

permitted on Interior Ellsworth Drive nor shall it cover in excess of twenty percent (20%) of either of the Silver Plaza Premises or Gateway Plaza Premises. No other use may be made of the Leased Premises without Landlord's prior written approval.

D. Tenant or an Affiliate shall have the exclusive right to cause to be operated at reasonable market rates, terms and conditions, a valet parking service in the Gateway Plaza for the benefit of the Downtown Silver Spring Project including patrons of the AFI and Round House Theater. In the event such valet parking service is not being provided by Tenant or its Affiliate at the times needed by AFI or Round House, or similar occupant of the Silver Theatre and Annex Addition, the Landlord, AFI, and/or Round House (or similar occupant of the Silver Theatre and Annex Addition) shall be entitled to provide such service for their own benefit on a non-exclusive basis. If the Landlord, AFI or Round House, or other similar occupant of the Silver Theatre and Annex Addition provides such valet parking service at the Gateway Plaza, they may, at their respective sole discretion, provide such service during such periods to the entire Downtown Silver Spring Project, at reasonable market rates, terms and conditions. If AFI, Round House Theater or a similar occupant of the Silver Theatre and Annex Addition is providing such service, it shall be subject to customary insurance and reasonable indemnification requirements of Tenant or its Affiliate.

E. Tenant or its Affiliate as tenant under the Section C Ground Lease shall have a right of first refusal to purchase the Gateway Plaza and Silver Plaza from the Landlord at then current fair market value in the event the Landlord desires to sell or transfer one or both of the Plaza Areas to other than a public or quasi-public entity, business improvement district, or similar such entity or to the American Film Institute or Roundhouse Theater. Any such sale shall be subject to the terms of this Lease for the term of this Lease. This right shall survive any such transfer and apply to the transferee.

F. Subject to the terms of the Declaration and the terms of this Lease, Tenant shall have the sole and exclusive right to manage and program the uses of the Project and to impose and enforce such reasonable rules and regulations as Tenant deems necessary to maintain order and to promote the safety, security and economic success of the Downtown Silver Spring Project.



Exhibit "I"

(Public Utility Easement Areas)

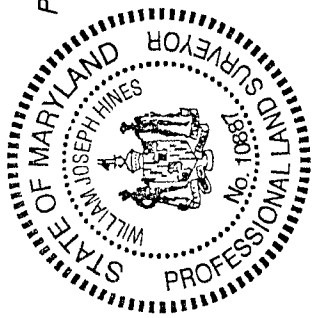
EXHIBIT A-17**DESCRIPTION OF A
PUBLIC UTILITY EASEMENT
& WSSC RIGHT OF WAY**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcels B & D, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 4,049 square feet or 0.0930 acres as shown on Exhibit B-17 attached hereto and made a part hereof.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21768, p. 0705, MSA CE63 21722. Date available 09/15/2005. Printed 06/15/2020.

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines 9/5/02
DATE
W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



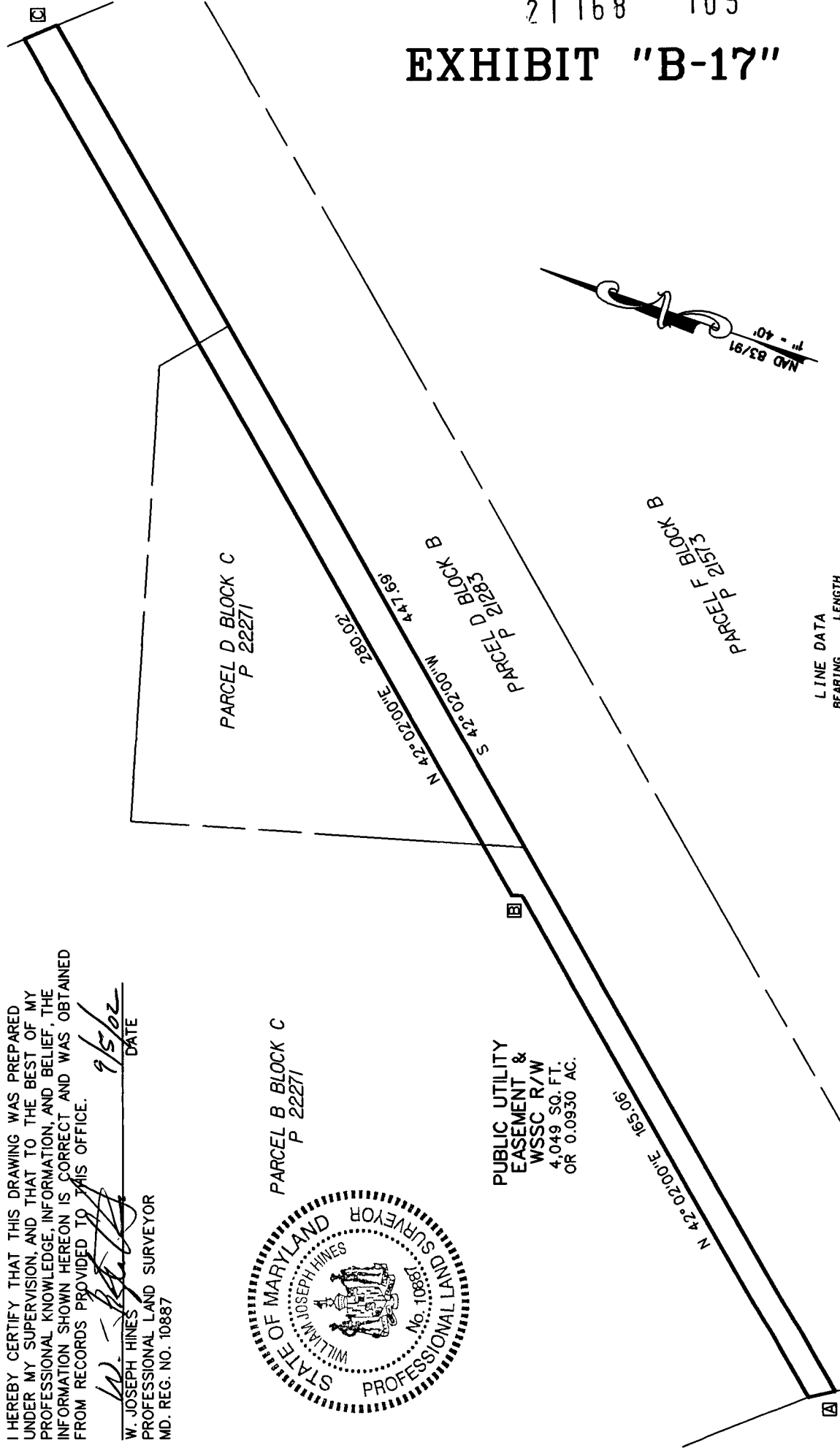
PARCEL B BLOCK C
P 22271

PUBLIC UTILITY
EASEMENT &
WSSC R/W
4,049 SQ. FT.
OR 0.0930 AC.

PARCEL D BLOCK C
P 22271

PARCEL D BLOCK B
P 21283

PARCEL F BLOCK B
P 21573



LINE DATA	
BEARING	LENGTH
A N 31°38'55"W	7.78'
B N 14°40'20"W	3.03'
C S 40°56'22"E	10.08'

EXHIBIT "B-17"

21768 705

DESCRIPTION PLAT
PUBLIC UTILITY EASEMENT
& WSSC RIGHT OF WAY
ACROSS PARCELS B & D, BLOCK C
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 40' AUGUST, 2002

**Loiederman
Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences
www.lsaassociates.net
1390 Piccard Drive Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

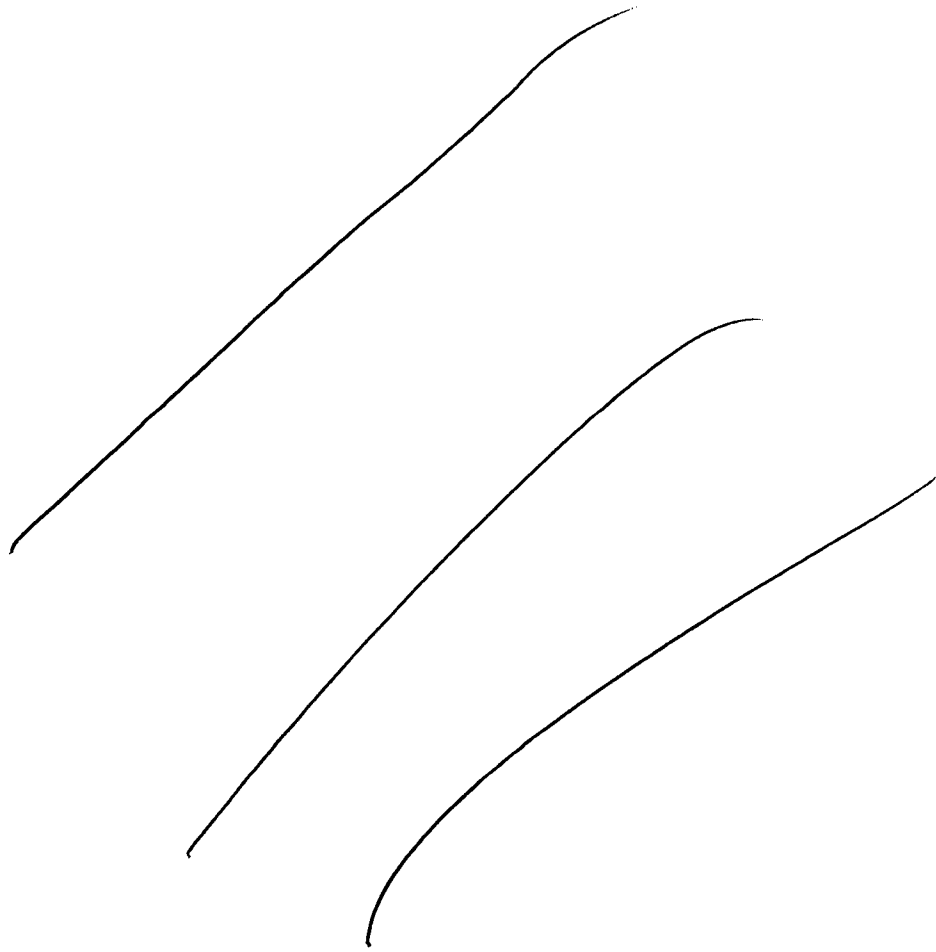


Exhibit "I-1"

(Public Utility Easement Areas)

21768

707

EXHIBIT A-16**DESCRIPTION OF A
VEHICULAR & PEDESTRIAN
ACCESS EASEMENT & P.U.E.**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being all of Parcel D, Block B as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels A Through D, Block B, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 21283, said easement area containing 21,170 square feet or 0.4860 acres as shown on Exhibit B-16 attached hereto and made a part hereof.

21768 108

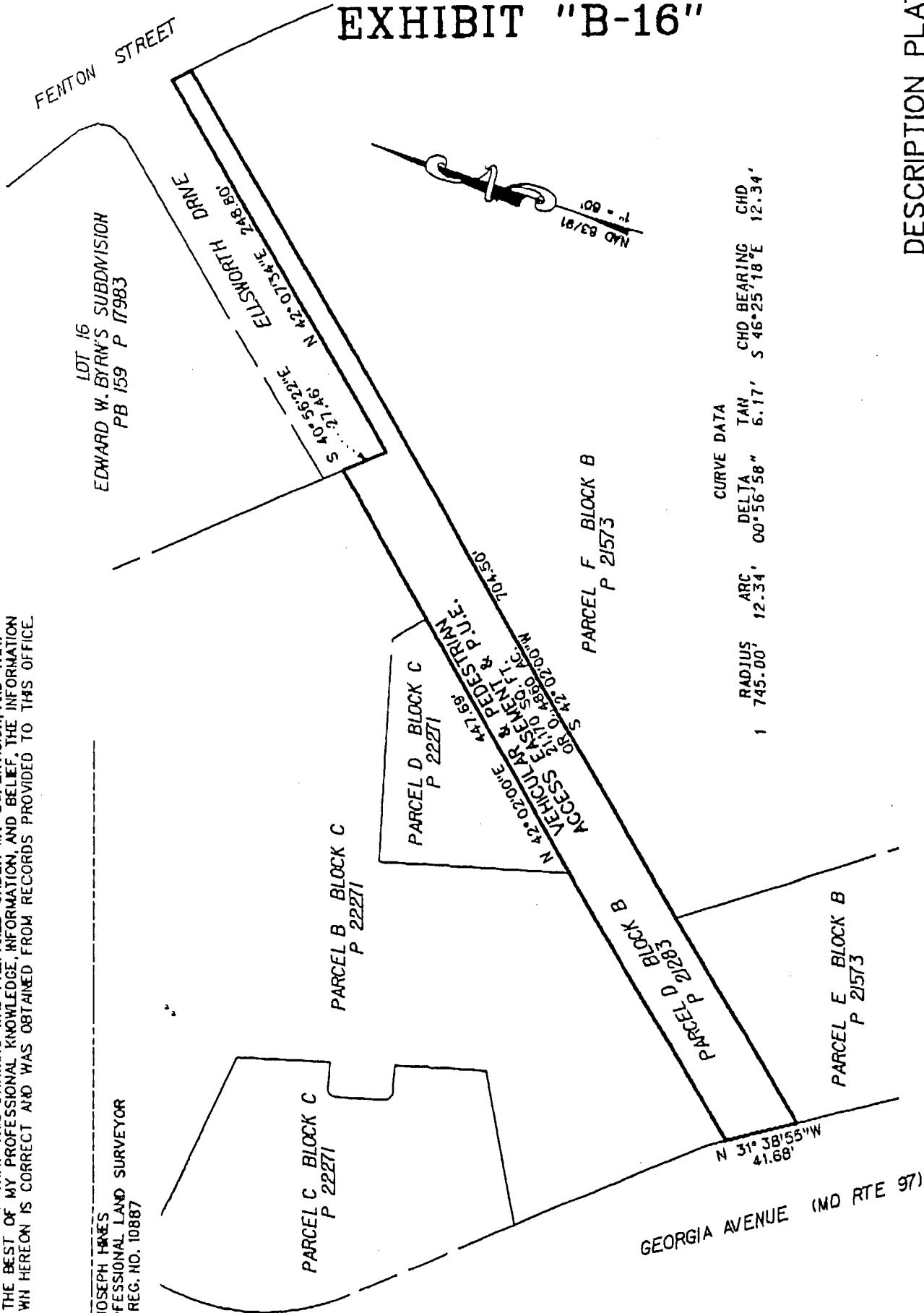
EXHIBIT "B-16"

DESCRIPTION PLAT
VEHICULAR & PEDESTRIAN
ACCESS EASEMENT & P.U.E.
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
1" = 80' AUGUST, 2002

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21768, p. 0708, MSA_CE63_21722. Date available 09/15/2005. Printed 06/15/2020.

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887



Loiederman Soltesz Associates

Civil Engineering Land Planning Land Surveying Environmental Sciences

1340 P. Card Dr. Suite 100 Rockville, Maryland 20850 301-948-2739 Fax: 301-948-4007



Exhibit "J"

(Theater Building Maintenance Easement Area)

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE

CITY PLACE

W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MO. REG. NO. 10887

CURVE DATA

RADIUS	ARC	DELTA	TAN	CHD BEARING	CHD
1 36.00'	43.49'	69°13'25"	24.85'	N 86°42'18"E	40.90'

LINE DATA

BEARING	LENGTH
A S 58°41'00"E	7.49'
B N 75°36'30"W	25.13'
C N 59°40'20"W	5.00'
D N 28°05'55"E	4.96'
E S 58°37'24"E	9.65'
F N 16°22'18"W	5.40'
G S 74°56'34"W	18.05'
H N 31°13'00"E	2.74'
I N 31°13'00"E	2.15'
J N 75°08'30"E	4.70'
K N 31°13'00"E	2.54'

PARCEL A
BLOCK C
P 21647

THEATER BUILDING
MAINTENANCE
ERASEMENT AREA

PEDESTRIAN
FIRE EXIT / SERVICE
ERASEMENT
3,768 SQ. FT.
OR 0.0865 AC.

POINT OF BEGINNING



Loiederman
Soltesz Associates

Civil Engineering Land Planning Land Surveying Environmental Sciences

1390 Piccard Drive, Suite 100 Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

S 58°41'00"E 75.67' LINE
OF P 21647
N 58°08'03"W 93.11'

PARCEL B
BLOCK C
P 22271

DESCRIPTION PLAT

DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 300' (1:300)

EXHIBIT "B - "

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MAP 21768-P-0710, MSA CE63-21722, Date available 09/15/2005. Printed 06/15/2020.

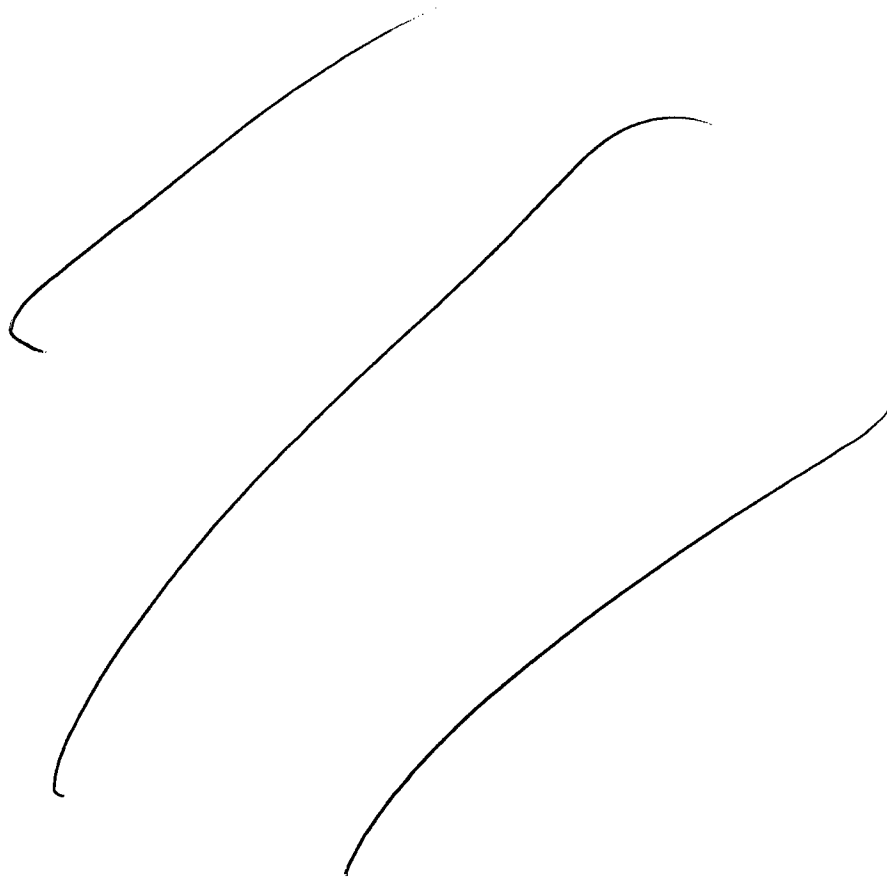


Exhibit "K"

(Electric Easement Area)

EXHIBIT A-18**DESCRIPTION OF A
UTILITY CONNECTION EASEMENT**

Being all of that piece or parcel of land lying in the Wheaton (13th) Election District of Montgomery County, Maryland and being part of the land acquired by Montgomery County, Maryland from Fred Burka, Louise L. Burka, Marvin Goldman and the Sarabelle K. Burka Income Trust by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, said easement area also being part of Parcel B, Block C as shown on a plat of subdivision entitled "Subdivision Record Plat, Parcels B, C, & D, Block C, Downtown Silver Spring" and recorded among the aforesaid Land Records as Plat No. 22271, said easement area containing 1,200 square feet or 0.0275 acres as shown on Exhibit B-18 attached hereto and made a part hereof.

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AND WAS OBTAINED FROM RECORDS PROVIDED TO THIS OFFICE.

W. Joseph Hines
W. JOSEPH HINES
PROFESSIONAL LAND SURVEYOR
MD. REG. NO. 10887

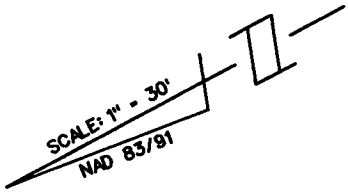
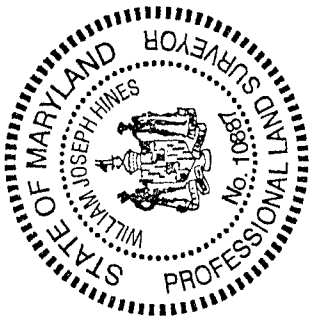
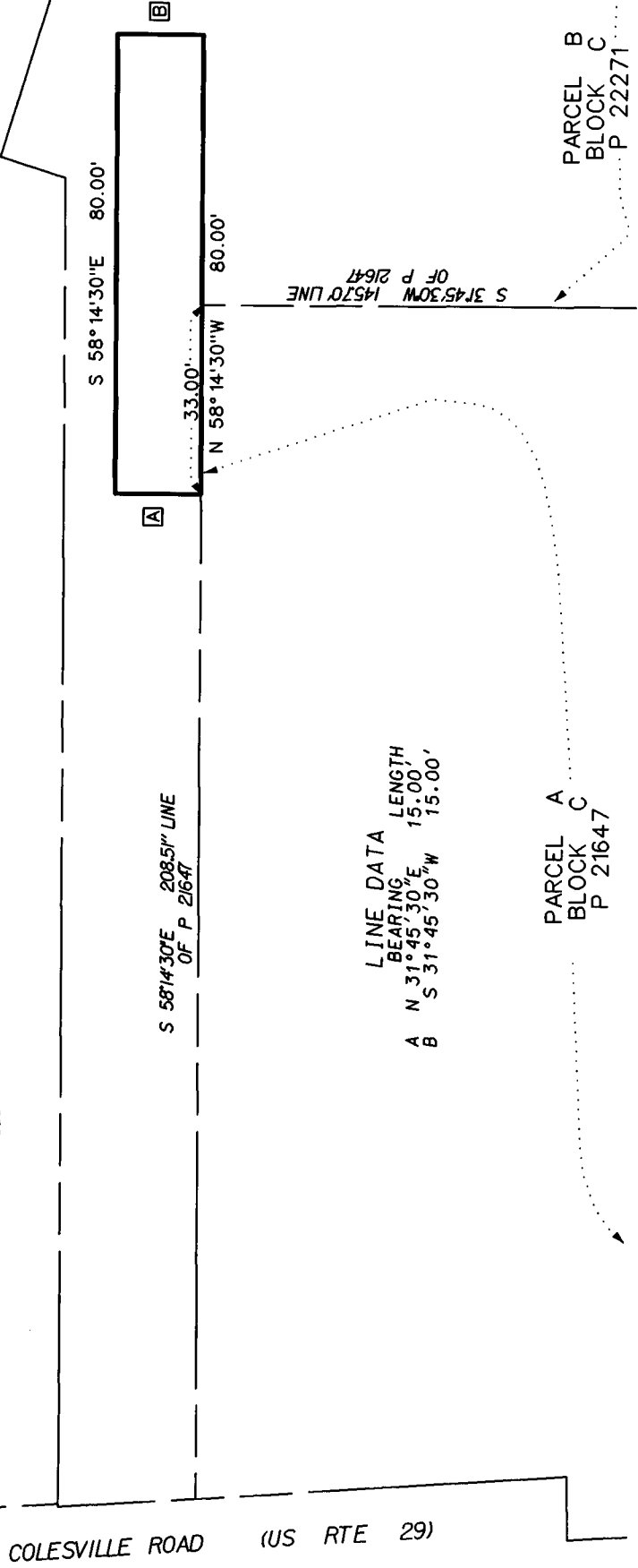


EXHIBIT "B-18"

UTILITY CONNECTION
EASEMENT
1,200 SQ. FT.
OR 0.0275 AC.



PARCEL B
BLOCK C
P 22271

PARCEL A
BLOCK C
P 21647



**Loiederman
Soltesz Associates**

Civil Engineering Land Planning Land Surveying Environmental Sciences
www.losocdca.net

1390 Piccard Drive, Suite 100 Rockville, Maryland 20850 301-948-2750 Fax: 301-948-9067

DESCRIPTION PLAT
UTILITY CONNECTION
EASEMENT
DOWNTOWN SILVER SPRING
WHEATON (13TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 1" = 30' AUGUST, 2002

21768 713

21768 714

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: MONT.
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)
(☐ Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> ESMT	
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms- Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3	Tax Exemptions (if Applicable) Cite or Explain Authority	<input type="checkbox"/> Recordation			
		<input type="checkbox"/> State Transfer			
		<input type="checkbox"/> County Transfer			

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only				
		Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration				
		Any New Mortgage	\$	Transfer Tax Consideration	\$			
		Balance of Existing Mortgage	\$	X () % =	\$			
		Other:	\$	Less Exemption Amount	\$			
		Other:	\$	Total Transfer Tax	\$			
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:		
		Recording Charge	\$	\$				
		Surcharge	\$	\$				
		State Recordation Tax	\$	\$				
		State Transfer Tax	\$	\$				
		County Transfer Tax	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		13	03279403	3381415, 3381426 + 3381437				(5)
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)						Water Meter Account No.
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Doc. 1 - Grantor(s) Name(s) MONTGOMERY COUNTY, MARYLAND Doc. 2 - Grantor(s) Name(s) Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) New Owner's (Grantee) Mailing Address Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)						

7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)		
		MONTGOMERY COUNTY, MARYLAND				
8	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)		
9	Other Names to Be Indexed	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)		
10	Contact/Mail Information	Instrument Submitted By or Contact Person				<input type="checkbox"/> Return to Contact Person
		Name: WM HOFFMAN Firm: LINOWES + BLOCHER Address: Phone: ()				<input checked="" type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided

11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Does transfer include personal property? If yes, identify:				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only - Do Not Write Below This Line							
<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification							
Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:	
Year	19	19	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		
REMARKS:							

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21768, p. 0714, MSA CE63_21722. Date available 09/15/2005. Printed 06/15/2020.

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Source Reserved for County Verifier