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AGREEMENT FOR SALE

AGREEMENT, made on March 18<sup>th</sup>, 1985, between ROCK RUN LIMITED PARTNERSHIP, 10220 River Road, Potomac, Maryland 20854, a limited partnership organized under the laws of Maryland ("ROCK RUN") and the WASHINGTON SUBURBAN SANITARY COMMISSION, 4017 Hamilton Street, Hyattsville, Maryland 20781, a public agency organized under the laws of Maryland ("WSSC").

WITNESSETH:

WHEREAS, ROCK RUN and WSSC are parties to the Avenel Farm Development Plan Master Agreement made on July 3, 1984 and amended on March 18, 1985 (collectively referred to as the "Master Agreement"), and this Agreement is made pursuant to and in conformance with such Master Agreement, a copy of which is attached hereto as Exhibits "A1" and "A2"; and

WHEREAS, PGA TOUR, Inc., Sawgrass, Ponte Vedra Beach, Florida 32082 ("PGA TOUR"), another party to the Master Agreement, desires to assign its rights and obligations under the Master Agreement to Tournament Players Club at Avenel, Inc., a corporation organized under the laws of Maryland which is a wholly owned subsidiary of PGA TOUR ("TPC"), to have TPC take title to the property for the Golf Facility (hereinafter defined) provided for in the Master Agreement, and to have TPC construct, own, and operate such Golf Facility.

WHEREAS, ROCK RUN is the owner of that parcel of approximately nine hundred forty-eight (948) acres located in Montgomery County, Maryland, known as the Avenel Farm Property and specifically described in Exhibit "B" ("Avenel Property"); and

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Verified By: A

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WHEREAS, elements of the Master Agreement include: (1) a conveyance by ROCK RUN to WSSC of a certain approximately three hundred ninety-five (395) acre portion of the Avenel Property; and (2) the immediate reconveyance of a certain approximately two hundred twenty-five (225) acre portion thereof by WSSC to TPC pursuant to the terms of that certain Agreement of Sale, of even date herewith, between WSSC and TPC (the "TPC Agreement"); and

WHEREAS, ROCK RUN and WSSC have entered into an Agreement of Compromise, dated June 18, 1981, under which WSSC deposited with ROCK RUN \$18,980,000.00, \$7,980,000.00 of which ROCK RUN has returned to WSSC; and

WHEREAS, WSSC desires to own a certain approximately one hundred seventy (170) acre portion of the Avenel Property, specifically described in Exhibit "C" hereto and depicted in Exhibit A to the Master Agreement (the "WSSC Property"), to provide a site for the future construction of an Advanced Wastewater Treatment plant ("AWT Plant"); and

WHEREAS, ROCK RUN has included in its preliminary plan and site plans for the development of the Avenel Property of a certain approximately two hundred twenty-five (225) acre area for use as an 18 hole golf course, which property is described in Exhibit "D" hereto and depicted as the PGA TOUR Property in Exhibit A to the Master Agreement (the "TPC Property"); and

WHEREAS, ROCK RUN desires to have TPC construct, own, and operate a Golf Facility (hereinafter defined) on such portion of the Avenel Property to enhance ROCK RUN's development and

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marketing of portions of the Avenel Property for residential use, and

WHEREAS, WSSC desires to have TPC construct, own, and operate a Golf Facility on such portion of the Avenel Property surrounding the AWT Plant to reduce WSSC's cost of providing an appropriate buffer area around the AWT Plant and to accommodate the interests of the surrounding communities; and

WHEREAS, ROCK RUN has entered into a Development Agreement (the "Development Agreement") with TPC, a summary of which is attached hereto as Exhibit "E", which provides that TPC will construct, own, and operate a Golf Facility on the Avenel Property; and

WHEREAS, ROCK RUN and WSSC desire to provide for the conveyance of the property to be used for the AWT site and the Golf Facility from ROCK RUN to WSSC followed immediately by the reconveyance of the property to be used for the Golf Facility from WSSC to TPC in order to provide WSSC with full rights to enforce restrictive covenants on the TPC Property that benefit WSSC; and

NOW, THEREFORE, for and in consideration of the Price set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants, promises, and undertakings contained in this Agreement, ROCK RUN and WSSC do hereby agree and covenant as follows:

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## 1.0 DEFINITIONS

1.1 "AWT Plant Site" means the location on the WSSC property depicted on Exhibit A to the Master Agreement where WSSC proposes to build the AWT Plant.

1.2 "Equestrian Facility" means the horseback riding facility that presently includes a barn and various riding areas and that may include additional structures in the future.

1.3 "Golf Facility" means the golf facility to be constructed and operated by the TPC on the TPC Property, including but not limited to an 18 hole championship golf course, the golf clubhouse and other improvements, such as maintenance structures, storage areas, parking areas, the driving range and practice green, and rain shelters.

1.4 "TPC Tournament" means the Kemper Open or a similar golf tournament.

1.5 "ROCK RUN Property" means that portion of the Avenel Property that will not be conveyed by ROCK RUN and that will be used for residential development.

## 2.0 AGREEMENT OF PURCHASE AND SALE

2.1 Conveyances. Subject to all the terms, covenants, and conditions contained in this Agreement and the Master Agreement, ROCK RUN and WSSC agree that: at a Closing (hereinafter defined) under paragraph III.A.3.b.(1) of the Master Agreement, ROCK RUN shall convey the WSSC Property and the TPC Property (the "Properties") to WSSC by the Special Warranty Deed attached hereto as Exhibit "F", and that WSSC shall immediately convey the TPC Property to TPC by the Deed attached hereto as Exhibit "G";

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at a Closing under paragraph III.A.3.b.(4) of the Master Agreement, ROCK RUN shall convey the WSSC Property to WSSC by the Special Warranty Deed attached hereto as Exhibit "F".

2.2 Adjustments to TPC Property. The boundary between the TPC Property and the ROCK RUN Property may be adjusted before Closing by mutual agreement of TPC and ROCK RUN pursuant to the Development Agreement, and WSSC agrees to convey the TPC Property as so adjusted to TPC.

3.0 PURCHASE PRICE

3.1 WSSC agrees to pay ROCK RUN the sum of ELEVEN MILLION DOLLARS (\$11,000,000.00) for the transfer of Properties described above.

3.2 The Price paid by WSSC for the transfer shall be paid out of the remaining deposit of WSSC held by ROCK RUN for the Avenel Property, which remaining deposit is ELEVEN MILLION DOLLARS (\$11,000,000.00).

4.0 CLOSING AND COSTS

4.1 Closing. In accordance with the terms and conditions of the Master Agreement, if ROCK RUN conveys both the WSSC and TPC properties to WSSC, the closing of the conveyance by ROCK RUN to WSSC of fee simple title to the WSSC Property and the TPC Property shall occur immediately before the closing on the conveyance by WSSC to TPC of fee simple title to the TPC Property in accordance with the TPC Agreement, and before the closing on the exchange of properties between ROCK RUN and Montgomery County, Maryland, pursuant to the terms of that certain Agreement

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for Sale, of even date herewith, between ROCK RUN and Montgomery County, Maryland.

4.2 Date. The closing shall occur as provided in paragraph III.A.3.b. of the Master Agreement (see Exhibit "A2").

4.3 Settlement Costs. WSSC and ROCK RUN shall each pay one-half (1/2) of any recording fees in connection with the conveyance of the Properties.

4.4 Transfer Taxes. WSSC shall pay any applicable transfer taxes, including recordation taxes, in connection with the conveyance of the Properties to WSSC and the conveyance of the TPC Property to TPC up to a limit of FIVE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$525,000.00). ROCK RUN agrees to pay any applicable transfer taxes in excess of this amount.

4.5 Performance by ROCK RUN. At the Closing, ROCK RUN shall deliver the following to WSSC:

4.5.1 The special warranty deed in the form attached hereto as Exhibit "F" (the "WSSC Special Warranty Deed"), duly executed and acknowledged by ROCK RUN.

4.5.2 An assignment, duly executed and acknowledged by ROCK RUN, transferring to WSSC all right, title and interest of ROCK RUN in and to all consents, authorizations, variances, waivers, licenses, permits and approvals from any governmental authority having jurisdiction with respect to the Properties.

4.5.3 Such other instruments and documents prepared by WSSC as WSSC may reasonably request in order to further the purposes of this Agreement, duly executed and, where appropriate, in recordable form.

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#### 5.0 TITLE

5.1 ROCK RUN shall convey the Properties to WSSC free and clear of all liens, restrictions, easements, covenants, agreements and encumbrances, except for: (1) the covenants, conditions and restrictions set forth in the WSSC Special Warranty Deed, (2) the lien of real property taxes not yet due and payable, and (3) such other title matters as may be consented to in writing by WSSC.

#### 6.0 ADJUSTMENTS

Taxes, assessments (except as noted below), water, and sewer charges, and rents, if any, on the Properties are to be adjusted to the date of closing. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes. Special assessments relating to the period prior to the date of Closing, whether actual assessment thereof has been levied or not, shall be paid by WSSC, except to the extent otherwise provided by the Master Agreement.

#### 7.0 REPRESENTATIONS AND WARRANTIES

##### 7.1 By ROCK RUN.

7.1.1 Authority. ROCK RUN is a limited partnership duly organized and in good standing under the laws of the State of Maryland. ROCK RUN has full power and authority to execute and deliver this Agreement, including but not limited to the WSSC Special Warranty Deed, and all documents now or hereafter to be executed and delivered by it pursuant to this Agreement, including the WSSC Special Warranty Deed, and to perform all obligations arising under the Agreement. This Agreement and all

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documents executed by ROCK RUN pursuant hereto, including but not limited to the WSSC Special Warranty Deed, will constitute the legal, valid and binding obligations of ROCK RUN, enforceable in accordance with their respective terms, covenants and conditions.

7.1.2 Possession. ROCK RUN agrees to give WSSC possession and occupancy of the Properties at the Closing. All notices of violations of any orders or requirements issued by any local authority against or affecting the Properties at the date of Closing shall be complied with by ROCK RUN and the Properties conveyed free thereof.

7.1.3 Tenants and Adverse Possessions. ROCK RUN represents that there are no existing tenancies on the Properties that will not be terminated prior to Closing, except for the lease of the Equestrian Facility, and that there are no adverse possessions of the Properties. ROCK RUN warrants that the Properties will be free of any tenancies, except for the lease of the Equestrian Facility, and adverse possessions on the date of the Closing.

7.1.4 Present Restrictions on Transfer. ROCK RUN represents that under an agreement with WSSC dated June 18, 1981, title to the Avenel Property cannot be conveyed by ROCK RUN to anyone other than WSSC. This agreement will be superceded by the Master Agreement as part of the Closing.

7.1.5 Compliance with Law. This Agreement does not contravene any judgment, order, decree, writ or injunction, or any provision of any applicable law or regulations, and the delivery of this Agreement and the WSSC Special Warranty Deed,

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and the conveyance of the WSSC Property will not result in a breach of, constitute a default under, or require consent pursuant to, any agreement or other instrument to which ROCK RUN is a party or by which ROCK RUN is bound or affected other than the agreement described in Paragraph 7.1.4 above.

7.1.6 Access. ROCK RUN has caused to be filed a site plan which will, upon recordation, assure that the Properties will have adequate access to and over public streets.

7.1.7 Litigation. There are no actual or, to the best of ROCK RUN's knowledge, threatened or contemplated, suits, actions, proceedings or litigation with respect to all or part of the Properties (other than the action brought by WSSC, which <sup>ALL</sup> action will be dismissed pursuant to Paragraph 7.1.4 below) (i) for condemnation, (ii) alleging any violation of any applicable laws or regulations (other than the administrative appeal challenging the approval by the Montgomery County Planning Board of the Preliminary and Site Plans for the development of the Avenel Farm Property), or (iii) to downzone all or any part of the Properties other than such suits, actions, proceedings or litigation as may be necessary for the development of the Golf Facility thereon consistent with the provisions of this Agreement.

7.1.8 Releases. ROCK RUN and WSSC are parties to A Deed of Trust Note, as modified, an Escrow Deed, a No Consideration First Deed of Trust, as modified, a Third Escrow Agreement, and an Agreement of Compromise regarding the Avenel Property, some of which have been recorded at Liber 5716, Folio 454 in the land

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records of Montgomery County, Maryland. At the Closing, prior to execution of the Deeds conveying the Properties, the Parties and the trustees shall return the Escrow Deed to Grantor, release the Deed of Trust, and cancel the Note, the Escrow Agreement, and the Agreement of Compromise. The release shall be recorded before the Deeds conveying the Properties are recorded.

7.1.9 Condemnation. Prior to the Closing, WSSC shall file a motion to dismiss with prejudice the condemnation proceeding on the Avenel Property subject to the condition that the order of dismissal be entered immediately following the Closing, and providing that the motion may be withdrawn if the Closing does not occur. All costs relating to this action shall be borne by WSSC.

7.2 By WSSC.

7.2.1 Authority. WSSC is a public agency organized under the laws of Maryland. WSSC has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement. This Agreement will constitute the legal, valid and binding obligations of WSSC, enforceable in accordance with their respective terms, covenants and conditions.

7.2.2 Compliance with Law. This Agreement and the WSSC Special Warranty Deed do not and will not contravene any provision of the statute establishing WSSC.

7.2.3 Present Restrictions on Transfer. WSSC represents that under an agreement with ROCK RUN dated June 18, 1981, title

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to the Avenel Property cannot be conveyed by ROCK RUN to anyone other than WSSC. This agreement will be superceded by the Master Agreement as part of the Closing.

8.0 NOTICE AND DISCLOSURE OF AVAILABILITY OF SEWAGE DISPOSAL SYSTEM AND DESIGNATED AREAS

8.1 Pursuant to the Montgomery County Code, notice is hereby given to WSSC of the obligations of ROCK RUN, or its duly authorized agent, to disclose to WSSC any information known to ROCK RUN as to whether the Properties are connected to, or have been authorized for connection to, a community sewage system, and if not, whether an individual sewage disposal system has been constructed on the Properties, whether an individual sewage system has been approved by Montgomery County for the Properties, or whether the Properties have been disapproved by Montgomery County for the installation of an individual sewage disposal system.

8.2 WSSC hereby acknowledges that, prior to entering into this Agreement, ROCK RUN or its duly authorized agent, provided the above information, as known to ROCK RUN or its agent.

8.3 If an individual sewage disposal system has been or is to be installed upon the Properties, and if said Properties are located in a subdivision, and if WSSC received a copy of the subdivision record plat, as provided in Section 10.0 of this Agreement, WSSC indicates that it has reviewed the said record plat, including any provisions thereon with regard to areas restricted for the initial and reserve well locations and the individual sewage disposal system, and the restricted area in

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which construction of the building to be served by the individual sewage disposal system is permitted.

9.0 NOTICE AND DISCLOSURE RELATING TO TRANSPORTATION FACILITIES

ROCK RUN herewith informs WSSC of the existence of deferred charges attributable to transportation-related facilities for which ROCK RUN assumes liability in the estimated amount of \$0.00 dollars.

10.0 SUBDIVISION PLAT

WSSC hereby waives the receipt of an entire copy of the single recorded subdivision plat. Prior to, or at the Closing, WSSC shall be provided with a copy of such subdivision plat upon the request of WSSC.

11.0 GENERAL-MASTER PLANS

WSSC acknowledges that it has been apprised of its rights to review the applicable master plan and the wedges and corridors general plan for the bi-County region, including maps showing planned land uses, roads and highways, and the location and nature of proposed parks and public facilities affecting the Properties prior to the execution of this Agreement. WSSC acknowledges that it has reviewed said applicable plans prior to executing this Agreement or does hereby waive its right to do so. WSSC acknowledges that it has been advised of the relative location of any airport or heliport existing within a five-mile radius of the Properties.

WSSC acknowledges that it is aware that the applicable plan or general plan for Montgomery County is available at the Maryland-National Capital Park and Planning Commission and that

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at no time did ROCK RUN explain to it the intent or meaning of such a plan nor did it rely on any representations made by ROCK RUN pertaining to the applicable master plan or general plan.

12.0 RESTRICTIVE COVENANTS

In a closing under paragraph III.A.3.b.(1) of the Master Agreement, the TPC Property shall be conveyed by WSSC to TPC subject to the restrictive covenants set forth in the TPC Deed.

13.0 AWT PLANT SITE VEGETATIVE SCREENING

WSSC commits to follow a policy of planting and then maintaining sufficient vegetation around the proposed AWT Plant Site, giving due consideration for space necessary for construction access and for TPC Tournament parking and for equestrian uses of the WSSC Property, including operation of the stable, other equestrian facilities, and the equestrian and pedestrian trails.

14.0 FENCING

WSSC agrees that it will not erect or permit or suffer any fence, other than such fences as may be necessary to provide for equestrian enclosures, in the area designated and described as "Secondary Buffer" in Exhibits A and B to the Master Agreement.

15.0 EQUESTRIAN ACTIVITIES

15.1 Policy. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, WSSC intends to maintain the availability of equestrian activities in the Avenel area to the extent that such activities are consistent with the operation of the AWT Plant. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, WSSC

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and ROCK RUN agree to work with representatives of appropriate groups to develop a long-term policy regarding the Equestrian Facilities and activities in the Avenel area and coordinate the use of the Equestrian Facilities with the other uses of the surrounding property.

15.2 Operation of the Stable. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, WSSC agrees to lease the present Equestrian Facility to ROCK RUN for the amount of ONE DOLLAR PER YEAR (\$1.00) for the 12 month period commencing on the date of Closing, which period may be extended by mutual agreement of WSSC and ROCK RUN. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, ROCK RUN agrees to continue to lease the stable to the present lessee, or a suitable alternate lessee, for such period. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, ROCK RUN also agrees to carry liability insurance for such facility during such period in the amount of ONE MILLION DOLLARS (\$1,000,000.00).

15.3 Preparation of Stable for Transfer to WSSC. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, ROCK RUN agrees to perform such repairs as are necessary to improve the barn within such 12 month period at a cost not to exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00).

15.4 Operation of Equestrian Facilities. If the TPC Property is conveyed pursuant to paragraph III.A.3.b.(1) of the Master Agreement, WSSC agrees to permit the operation of riding trails and Equestrian Facilities on its property to the extent

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that such use does not conflict with the construction and operation of the AWT Plant.

16.0 INFLUENT AND EFFLUENT PIPES

16.1 Notice. WSSC agrees to give ROCK RUN and TPC 24 months notice before the commencement of the installation of the influent and effluent pipes in the locations designated as "WSSC Easement for Influent and Effluent Pipes" in Exhibits I and J to the Master Agreement.

16.2 Disruption. WSSC agrees to make every practical effort to avoid disrupting the operation of the Golf Facility during the installation of the influent and effluent pipes. Such disruption will be minimized by attempting to schedule installation during periods of minimum use of the Golf Facility and especially by avoiding installation during any TPC Tournament. WSSC agrees to pay all costs of restoring any ROCK RUN Property or TPC Property to a condition substantially similar to that before such installation activity.

16.3 Rights of Way. ROCK RUN agrees to grant WSSC rights of way for the influent and effluent pipes leading into and out of the AWT Plant in the locations designated as "WSSC Easement for Influent and Effluent Pipes" in Exhibits I and J to the Master Agreement.

16.4 Construction Access. ROCK RUN agrees to grant WSSC such additional and temporary rights of way as may be necessary for the installation of the influent and effluent pipes in the locations designated as "WSSC Easement for Influent and Effluent Pipes" in Exhibits I and J to the Master Agreement.

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17.0 RIGHT TO PURCHASE WSSC PROPERTY

If WSSC determines that it will not use the WSSC Property for an AWT Plant, ROCK RUN shall have the first right to repurchase the WSSC Property at fair market value pursuant to WSSC's regulations regarding disposal of surplus property.

18.0 ACTIVITIES AND IMPROVEMENTS ON WSSC PROPERTY

WSSC agrees that, other than the AWT Plant and related activities, any other uses, recreational or otherwise, on the WSSC Property shall be consistent with the covenants in the Master Agreement, and with the aesthetic and functional standards of the surrounding community.

19.0 OTHER PROVISIONS

19.1 Broker. ROCK RUN and WSSC each represent and warrant to the other that neither they nor their affiliates have dealt with any real estate broker, salesman, agent or finder in connection with this transaction, and ROCK RUN and WSSC each hereby agrees to indemnify and hold harmless the other from and against any cost, expense, claim, liability or damage resulting from a breach of the representation and warranty herein contained.

19.2 Notice. Any and all notices, request or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, or by registered or certified mail, return receipt requested, and first class postage prepaid, as follows:

To ROCK RUN, at 10220 River Road, Potomac, Maryland 20854; and

*R. Hill*



To WSSC, c/o General Counsel, 4017 Hamilton Street,  
Hyattsville, Maryland 20781.

Notice shall be deemed effective when received.

19.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

19.4 Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.5 Exhibits. The EXHIBITS enumerated "A1", "A2", "B", "C", "D", "E", "F", and "G" are attached to and hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.

19.6 Effective Date. This Agreement shall be effective as of the last date upon which the parties hereto have executed this Agreement, as demonstrated by the date beside the signatures on the signature page.

19.7 Recording. Either party shall have the right to record this Agreement.

19.8 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and assigns.

19.9 Entire Agreement. This Agreement and EXHIBITS "A1", "A2", "B", "C", "D", "E", "F", "G" attached hereto contain the final and entire Agreement between the parties hereto with respect to the sale and purchase of the Properties, and are

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intended to be an integration of all prior negotiations and understandings. ROCK RUN, WSSC and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

20.0 SURVIVAL

It is intended that the provisions in paragraphs 4.4, 7.0, and 12.0 through 20.0 of this Agreement shall survive the closing and the execution and recordation of the deeds conveying the Properties described herein, and that these provisions of this Agreement shall not merge in any such deeds.

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IN WITNESS WHEREOF, WSSC has caused this Agreement to be duly executed in its name in duplicate, each of which shall be considered an original, and on its behalf by its Chairman and ROCK RUN has executed this Agreement in duplicate, each of which shall be considered an original.

ATTEST:

WASHINGTON SUBURBAN SANITARY COMMISSION

William S. Lindberg  
William S. Lindberg

By Ann Landry Lombardi 3-18-85  
Ann Landry Lombardi Date  
Chairman

ATTEST:

ROCK RUN LIMITED PARTNERSHIP

W. T. Wheeler  
W. T. Wheeler

By: Potomac Investment Associates  
General Partner

By: Anthony M. Natelli 3-18-85  
Anthony M. Natelli Date  
General Partner

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0509, MSA\_CE63\_6632. Date available 06/22/2005.

EXHIBITS

- Exhibit "A1" Avenel Farm Development Plan Master Agreement
- Exhibit "A2" Master Agreement Amendments
- Exhibit "B" Legal Description of Avenel Property
- Exhibit "C" Legal Description of WSSC Property
- Exhibit "D" Legal Description of TPC Property
- Exhibit "E" Summary of Development Agreement Between ROCK RUN and TPC
- Exhibit "F" Form of Special Warranty Deed: Conveyance to WSSC
- Exhibit "G" Form of Deed: Conveyance to TPC

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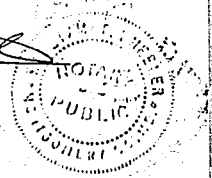
MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0510, MSA\_CE63\_6632. Date available 06/22/2005

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) SS.:

I, W.T. Wheeler, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANN LANDRY LOMBARDI, personally known to me and known to me to be Chairman of the Washington Suburban Sanitary Commission and known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon the oath severally acknowledged that as its Chairman, she signed and delivered the said instrument as the free and voluntary act and deed of said Washington Suburban Sanitary Commission.

GIVEN under my hand and notarial seal this 18 day of March, 1985.

W.T. Wheeler  
Notary Public  
W.T. Wheeler



My commission expires on:  
7-1-86

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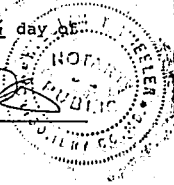
MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0512, MSA\_CE63\_6632. Date available 06/22/2008

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss.:

I, W.T. Wheeler, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANTHONY M. NATELLI, personally known to me and known to me to be a General Partner of Potomac Investment Associates, General Partner of Rock Run Limited Partnership; and known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon the oath severally acknowledged that as a General Partner, he signed and delivered the said instrument as the free and voluntary act and deed of said Potomac Investment Associates, as General Partner of Rock Run Limited Partnership.

GIVEN under my hand and notarial seal this 18th day of March, 1985.

W.T. Wheeler  
Notary Public



My commission expires on:  
7-1-86

Title Insurer: NIA  
Address of Property: Vacant

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EXHIBIT A-1

AVENEL FARM DEVELOPMENT PLAN

MASTER AGREEMENT

JULY 3, 1984

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*N. Hill*



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MASTER AGREEMENT

I. Parties

The Parties ("Parties") to this master agreement ("Master Agreement") are:

1. The Washington Suburban Sanitary Commission ("WSSC").
2. Montgomery County ("County").
3. Rock Run Limited Partnership ("Rock Run").
4. PGA TOUR, Inc. ("PGA TOUR").

II. Recitals

The development of Avenel Farm under this Master Agreement offers a unique opportunity to meet the needs of the surrounding communities and the entire county. This three-part plan provides a location for an Advanced Wastewater Treatment plant (AWT), a championship PGA TOUR golf course, and a high-quality residential neighborhood. The plan minimizes the cost of providing property for the AWT by arranging the development of the golf course and residential areas in a manner insuring the compatibility of all the intended uses. The probable construction of the AWT at some time in the future will be disclosed to prospective purchasers of the residences by Rock Run or its successors in contracts for sale and covenants. Whenever the entire property is shown in a model or a map, the AWT will be designated.

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The resolution of all the issues involved in this plan serves the public interest by insuring that the interests of all affected entities, groups, and communities are considered and met to the greatest degree practicable.

WSSC and Montgomery County desire to provide for the probable future construction of an AWT plant on the Avenel farm site, in accordance with state laws and regulations, to provide adequate sewerage service in the future. Montgomery County desires to insure that the environmental and other land use policies of the County are implemented in the construction of the AWT and in the development of the surrounding property. Rock Run desires to develop certain property surrounding the AWT through the construction of residential dwelling units. PGA TOUR desires to develop the property immediately surrounding the AWT through the construction of an 18 hole, championship golf course.

The PGA TOUR, a non-profit organization which regulates professional golf, promotes community involvement in the sport, and also makes charitable contributions in the communities it serves. Such contributions will be of benefit to the citizens of the county and will be distributed with their advice and involvement. In accordance with the national policy of the PGA TOUR, the TOUR affirms its commitment to establish non-discriminatory employment and membership policies. Membership fees at the Tournament Players Club at Avenel will cover a broad range and will be such that the average county citizen will be able to use the course.

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The Parties recognize that the accomplishment of their respective objectives depends on their performance of various acts, observance of various policy commitments, execution and performance of various contracts and leases, and making of various conveyances. Accordingly, the Parties agree to take whatever actions within their respective powers are necessary to implement this Agreement fully, consistent with all applicable laws and regulations.

Nothing in this Agreement modifies the regulatory power of Montgomery County or WSSC. Except where specifically modified by this Agreement, the Agreement For Sale between Rock Run and PGA TOUR dated December 30, 1983, continues in full force and effect.

### III. Elements of Agreement

#### A. Sale of Land to WSSC

##### 1. Description of Property

The property designated as "WSSC Property" and the property designated as "PGA TOUR Property" in the map attached as Exhibit A and described in Exhibit B, both of which are hereby incorporated by reference, shall be conveyed by Rock Run to WSSC. WSSC shall immediately convey the property designated and described as "PGA TOUR Property" in Exhibits A and B to PGA TOUR.

##### 2. Price

WSSC agrees to pay Rock Run the sum of \$11,000,000 for the conveyances described in Paragraph III.A.1. above. PGA TOUR agrees to pay WSSC the sum of \$10 for WSSC's conveyance of the

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"PGA TOUR Property" to PGA TOUR. Such transfer taxes as may be applicable to the conveyance from Rock Run to WSSC shall be paid by WSSC, up to a limit of \$525,000. Any transfer taxes in excess of this amount shall be paid by Rock Run.

3. Procedure

a. The closing on the conveyance of the property from Rock Run to WSSC and the conveyance from WSSC to PGA TOUR shall be on January 4, 1985, or on such later date as PGA TOUR, Rock Run, and WSSC may mutually agree.

b. From the date the contracts for sale are executed to the date of the closing, Rock Run shall pay to WSSC interest at the rate of 10 percent per year on the amount of money returned by Rock Run to WSSC from WSSC's deposit. This interest payment shall be made at the closing.

c. PGA TOUR, Rock Run, and WSSC shall direct their attorneys to prepare and the parties shall execute all documents necessary for these conveyances.

4. Cancellation of Master Agreement

On September 5, 1984:

a. If final approval for the recording of the record plat of the residential development in substantially the same form as either of the alternative plans filed in May of 1984 has been granted by all relevant government agencies, Rock Run shall immediately execute a contract for sale of the property to WSSC and WSSC shall immediately execute a contract for sale of the property designated "PGA TOUR Property" in Exhibits A and B to PGA TOUR.

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b. If such approval has not been granted, this Agreement shall be null and void and the rights and obligations of Rock Run and WSSC under their existing contract, dated May 27, 1981, shall not be affected by this Agreement.

B. Restrictive Covenants on PGA TOUR Property

1. Description

The property designated as "PGA TOUR Property" in Exhibits A and B shall be conveyed to PGA TOUR subject to restrictive covenants for the benefit of WSSC, Montgomery County, and the Homeowners Association to be established in the surrounding community. If the Homeowners Association is not yet in existence at the time of the conveyance, these covenants shall run to Rock Run for the sole purpose of later conveyance to the Homeowners Association.

2. Duration

The restrictive covenants for the benefit of WSSC and Montgomery County shall run with and burden the PGA TOUR property in perpetuity, unless terminated by WSSC and Montgomery County, respectively. The restrictive covenant for the benefit of the Homeowners Association shall run with and burden the PGA TOUR Property in perpetuity.

3. Purpose and Restriction

The purpose of the restrictive covenants is to enable WSSC, Montgomery County, and the Homeowners Association of the surrounding community to:

a. preserve the use of the PGA TOUR property as a golf course or other green space appropriate for a buffer around an AWT plant;

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b. preserve the use of such property as a passive recreation area for the residents of the surrounding areas including the Rock Run property; and

c. preserve and protect the stream valley.

The restrictive covenants shall require that the PGA TOUR property be kept as a single tract and used only as a golf course, or for other recreational purposes subject to the consent or Montgomery County, the Homeowners Association, and WSSC, and which do not involve any use more intensive than a golf course, or as open space.

4. Procedure

The restrictive covenants shall be incorporated in the deeds conveying the PGA TOUR property.

C. Driving Range

1. Description

WSSC agrees to permit PGA TOUR to use a portion of WSSC's property for the golf course's driving range, which shall initially be in the location designated as "Driving Range" in the map attached as Exhibit C and described in Exhibit D, both of which are hereby incorporated by reference.

2. Period of Use and Alternate Location

PGA TOUR may continue to use this property for the driving range unless and until such time that WSSC undertakes to build the AWT on its property. In this event, WSSC shall notify PGA TOUR of the issuance of its Notice to Proceed with the construction. Unless WSSC permits PGA TOUR to continue its operation of the driving range at the initial location described

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above, PGA TOUR shall then have 24 months, or such longer time as PGA TOUR and WSSC may mutually agree, to vacate the driving range at the initial location. WSSC shall then permit PGA TOUR to use, for as long as the golf course is in operation, the property designated as "Alternate Driving Range" in Exhibits C and D.

D. AWT Site Vegetative Screening and Fencing

1. PGA TOUR

PGA TOUR agrees to plant vegetation along the border of the driving range adjoining the proposed AWT site when it builds the driving range in the initial location.

2. WSSC

WSSC commits to follow a policy of planting and then maintaining sufficient vegetation around the proposed AWT site, giving due consideration for space necessary for construction access and for parking and equestrian uses as provided in paragraphs III.G. and H. below, to provide an appropriate visual screen for the proposed AWT in its finished state. WSSC also commits to a policy of making additions to such vegetative screen as necessary when plans for the AWT are made final so as to assure that the AWT will be adequately screened.

WSSC also agrees that it will not erect any fence, other than such fences as may be necessary for equestrian activities, in the area designated and described as "Secondary Buffer" in Exhibits A and B.

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E. Recreational Area and Surplus School Site1. Purpose

The County desires that certain property be provided for public use for recreational purposes. Rock Run desires to own the property contiguous to its property and presently designated as a surplus school site.

2. Description

The property designated as "Recreational Area", and consisting of 22 acres, in the map attached as Exhibit E, and described in Exhibit F, both of which are hereby incorporated by reference, shall be provided for public use through the appropriate public agency for use as athletic fields, for asphalt parking areas for the athletic fields and for such other recreational uses as are consistent with the quiet enjoyment of the homes in the area.

The property designated as "Surplus School Site" in Exhibits E and F shall be conveyed to Rock Run in return for Rock Run's conveyance of the Recreational Area, the other consideration stated in this Agreement, and the payment of cash as set forth in paragraph III.E.3. below.

3. Transfer

Rock Run agrees to convey to Montgomery County the Recreational Area described in paragraph III.E.2. above. Rock Run further agrees to expend the sum of \$500,000 to construct improvements, including recreational improvements, in the Avenel area over a period not to exceed five years, pursuant to plans approved by Montgomery County. These expenditures by Rock Run

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will be in addition to any expenditures required as part of the development process. At the end of such five year period, any portion of this \$500,000 remaining unexpended shall be paid over by Rock Run to the Montgomery County "General Fund." The Surplus School Site shall be conveyed to Rock Run as part of the closing described in this Agreement.

F. Golf Course

1. PGA TOUR

PGA TOUR will construct an 18 hole, championship golf course on its property.

The PGA TOUR agrees that it will not accept the "country club" assessment without reaching agreement with Montgomery County on an additional payment in lieu of taxes, should such payment be required by the County.

2. County and WSSC

The County and WSSC, recognizing that the golf course performs the essential public function of providing a portion of the necessary buffer around an AWT and is a useful economic development tool for the citizens of the County, will work with PGA TOUR and Rock Run as is appropriate, consistent with all applicable laws and regulations, in completing the project and in implementing the construction of the necessary public utilities.

Consistent with applicable laws, regulations, and policies, Montgomery County agrees to use its best efforts to expedite all permits and approvals required for the commencement of construction of the golf course as set forth below.

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### 3. Construction of the Golf Course

PGA TOUR may begin construction of the golf course on August 1, 1984, pursuant to the permits and approvals discussed above. However, if the Agreement is cancelled as provided in part III.A.4. above, and is not reinstated within 30 days, PGA TOUR shall restore the property altered by the construction substantially to its original condition.

#### G. Tournament Parking

##### 1. Purpose

The use of areas of WSSC's property that are environmentally suitable for short-term parking to park cars during the Kemper Open or a similar golf tournament will facilitate traffic management for the benefit of the citizens in the community. The use of such property does not entitle or require PGA TOUR to do any land clearing or grading without WSSC's approval.

##### 2. Policy

WSSC and Montgomery County agree to use their best efforts to provide that adequate parking is available on the AWT site and Recreational Area for the Kemper Open or a similar golf tournament. Such parking shall not interfere with the normal operation of the AWT when it is built.

##### 3. Description

Prior to the construction of the AWT, the County and WSSC shall permit PGA TOUR, during the Kemper Open or a similar golf tournament, to use as parking areas, as needed, the property

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designated as "Area Suitable for Tournament Parking" in Exhibits E and F.

After construction of the AWT, during the Kemper Open or a similar golf tournament, the County and WSSC agree to use their best efforts to provide such land as is appropriate for tournament parking on the WSSC Property or on other property contiguous or convenient to the PGA TOUR Property.

4. Restoration

PGA TOUR agrees to use its best efforts to restore any property owned by any other entity and used by PGA TOUR for tournament parking to a condition substantially similar to that before its use as a parking area and acceptable for the usual use of the property.

H. Equestrian Activities

1. Policy

It is the intent of Montgomery County, WSSC, and Rock Run to maintain the availability of equestrian activities in the Avenel Farm area to the extent that such activities are consistent with the operation of the AWT plant. Such activities are in the public interest and serve the specific needs of the Potomac community. The Parties to this Master Agreement agree to work with representatives of appropriate groups to develop a long-term policy regarding the equestrian facilities and activities in the Avenel area and coordinate the use of the facilities with the other uses of the surrounding property.

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2. Operation of the Stable

As an interim measure to enable the operation of the existing equestrian facility to continue, WSSC agrees to lease the present equestrian facility to Rock Run for the amount of \$1.00 for the 12 month period beginning on the closing of the transfer of property from Rock Run to WSSC. Rock Run agrees to continue to lease the stable to the present lessee, or a suitable alternate lessee, for this 12 month period, which period may be extended by mutual agreement of WSSC and Rock Run. Rock Run also agrees to carry liability insurance for such facility during such 12 month period in the amount of \$1.0 million.

3. Preparation for Transfer to WSSC

Rock Run agrees to perform such repairs as are necessary to improve the barn within this 12 month period at a cost not to exceed \$35,000.00. Fencing affected by the construction of the golf course shall be moved or replaced, by PGA TOUR, with a fence adequate to contain horses, so that the external fence line of the equestrian area shall remain unbroken.

4. Riding Trails

Rock Run and the PGA TOUR agree to construct and maintain pedestrian and riding trails on their respective properties substantially in the locations designated as "Pedestrian & Equestrian Trails" in the map attached as Exhibit G and described in Exhibit H, which are hereby incorporated by reference.

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5. WSSC Property

WSSC shall permit the operation of riding trails and equestrian facilities on its property to the extent such use does not conflict with the construction or operation of the AWT.

I. Rights of Way for PGA TOUR and WSSC1. Access to PGA TOUR Property

WSSC agrees to grant PGA TOUR a perpetual right of way across its property in the location designated as "PGA TOUR Access Easement" in the map attached as Exhibit I and as described in Exhibit J, which are hereby incorporated by reference, for use as an access road to the PGA TOUR property, and a right to construct a paved road appropriate for the entrance to the Tournament Players Club on that right of way. WSSC also agrees to grant to the PGA TOUR such additional temporary rights of way as may be necessary for the construction of the golf course.

2. Influent and Effluent Pipes

PGA TOUR and Rock Run agree to grant WSSC rights of way for the influent and effluent pipes leading into and out of the AWT. This right of way is designated as "WSSC Easement for Influent & Effluent Pipes" in Exhibits I and J. Rock Run and PGA TOUR agree to grant to WSSC such additional temporary rights of way as may be necessary for the construction of the influent and effluent pipes.

WSSC shall give PGA TOUR and Rock Run 24 months notice before any construction activities to install the pipes commences. WSSC shall make every practicable effort to avoid

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disrupting the operation of the golf course by attempting to schedule construction during periods of minimum use and especially by avoiding construction during the Kemper Open. WSSC shall pay all costs of restoration of any property disturbed by such construction activity.

J. Right to Purchase WSSC Property

To insure the integrity of the golf course and the surrounding residential community, if WSSC determines that it will not use the property designated as "WSSC Property" in Exhibits A and B conveyed to it by Rock Run under this Master Agreement for an AWT, WSSC agrees that Rock Run shall have the first right to repurchase such property at fair market value pursuant to WSSC's regulations regarding disposal of surplus property.

K. Roads and Off-Site Improvements

Rock Run will build an extension of Bradley Boulevard to Oaklyn Drive as a planned arterial road, as designated in the Potomac Subregional Master Plan and as generally required by the plans for the proposed AWT.

The cost of constructing the arterial road connecting the present junction of Bradley Boulevard and Persimmon Tree Road with the present end of Oaklyn Drive shall be shared by Rock Run and Montgomery County in proportion to the amount of such road fronted by public property on both sides. Based on present estimates, 32.6 percent (2,900 feet of the total length of 8,900 feet) of such road will be fronted by public property on both sides. Therefore, 32.6 percent of the cost of construction of

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this road shall be paid by Montgomery County and 67.4 percent of the cost shall be paid by Rock Run.

Rock Run shall not pay for any off-site improvements except for improvements to the shoulder of Persimmon Tree Road where it is fronted by the Avenel Farm Property, as has been agreed by Rock Run and Montgomery County.

L. Activities and Improvements on WSSC Property

WSSC commits that, other than the AWT and related activities, any other uses, recreational or otherwise, on the WSSC property shall be consistent with the covenants in this Master Agreement, and with the aesthetic and functional standards of the surrounding community.

IV. Dispute Resolution

A. Coordinating Committee

A Coordinating Committee shall be established, consisting of one representative of each of the Parties to this Master Agreement. The Coordinating Committee shall meet at regularly scheduled intervals as mutually agreed by the Parties.

One of the purposes of the Coordinating Committee is to insure the adequate consideration of the views of citizens and other governmental entities affected by the project. Representatives of groups of such citizens may be invited to attend Coordinating Committee meetings as mutually agreed by the members of the Committee.

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B. Primary Dispute Resolution

Disputes regarding the interpretation of or performance under this Master Agreement shall initially be the subject of good faith discussions by the Coordinating Committee. The Committee shall meet at the request of any member with five working days notice.

C. Arbitration

Disputes regarding the interpretation of or the performance or breach of this Master Agreement that are not resolved to the satisfaction of all members of the Committee within 30 days of the initial notice to the Committee requesting a meeting to resolve a dispute, shall be resolved through arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

D. Litigation

Any lawsuits brought by any party against any other party shall be brought in a court of general jurisdiction in Maryland. This Agreement shall be construed under Maryland law.

V. Miscellaneous

A. Complete Agreement

Except as otherwise specified in this Master Agreement, this Agreement constitutes the entire agreement among the parties regarding the Avenel property.

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B. Nonseverability

In the event that any provision of this agreement is determined to be void or unenforceable, the entire Agreement is void.

C. Amendments

This Master Agreement may be amended by the mutual agreement of all the Parties in writing.

D. Compensation

Unless otherwise specified in this Master Agreement, all of the agreements and undertakings contained in this Master Agreement shall be performed without compensation.

Ann Landry Lombardi  
Washington Suburban Sanitary Commission  
by: Ann Landry Lombardi  
Chairman

Lewis T. Roberts  
Montgomery County, Maryland  
by: Lewis T. Roberts  
Chief Administrative Officer

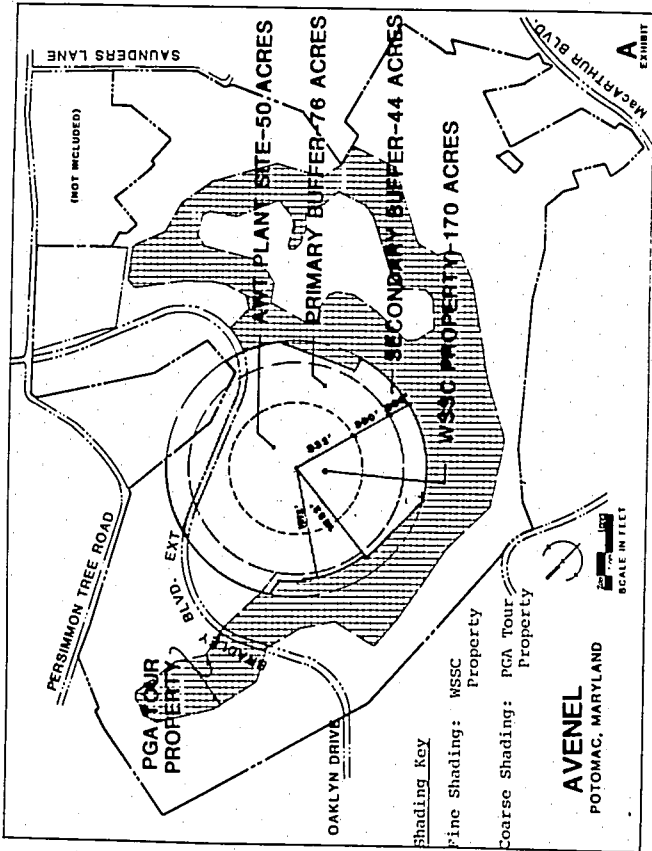
Ronald E. Holloway  
Rock Rdn Limited Partnership  
by: Ronald E. Holloway  
for: Potomac Investment Associates  
General Partner

Peter N. Kyros, Jr.  
PGA TOUR, Inc.  
by: Peter N. Kyros, Jr., Esq.  
Attorney

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EXHIBIT B

DESCRIPTION OF PGA TOUR AND WSSC PROPERTIES

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The boundary between the PGA TOUR and WSSC properties is, with one exception, made up of segments of concentric circles having a common center point with the proposed AWT Plant Site, Point N38,252.00, W54,541.00 (WSSC Datum), shown on Exhibit A. The circles have radii of 832 feet (AWT Plant Site), 1,332 feet (describing the Primary Buffer), and 1,632 feet (describing the Secondary Buffer). One portion of the Secondary Buffer boundary consists of segments of a circle having radii of 1,432 feet and 1,372 feet and also having a portion of a 1,000 foot long chord tangent to the 1,432 foot radius segment, leaving a 5 acre ± parcel of the Secondary Buffer to be PGA TOUR Property. A second portion of the Secondary Buffer is severed by part (1,000 feet) of a 1,500 foot chord, creating a 1.5 acre ± parcel to be PGA TOUR Property.

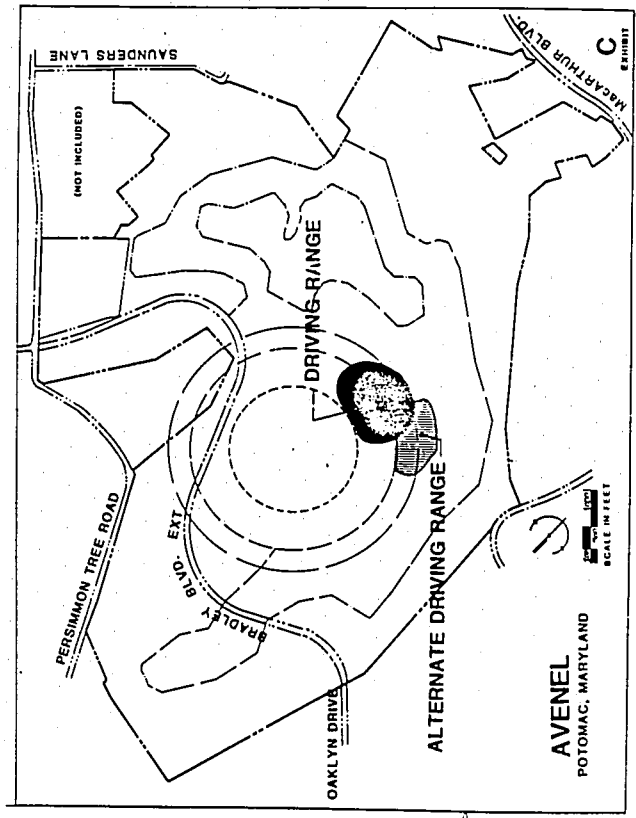
The area of the WSSC Property is 170.0 acres. Of this area, 50 acres are within the AWT Plant Site, 76 acres are within the Primary Buffer, and 44 acres are within the Secondary Buffer.

The PGA TOUR property is adjacent to the WSSC property and extends to the northwest and southeast of the site, generally along the natural drainage ways of the property including the Rock Run main branch. The PGA TOUR property occupies approximately 250 acres of land.

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EXHIBIT D

DESCRIPTION OF DRIVING RANGE AND ALTERNATIVE DRIVING RANGE TO BE LEASED BY PGA TOUR FROM WSSC

The subject Driving Range is located primarily within the Primary and Secondary Buffers of the AWT Plant Site directly south of the plant site center, Exhibit C. A small portion (1/2 acre ±) of the range extends into the PGA TOUR Property. The area of the range is 18 acres ±.

The Alternative Driving Range is located directly west of and partially overlaps the subject Driving Range above. It occupies about 6 acres of the Secondary Buffer in addition to roughly 5.5 acres of the PGA TOUR Property.

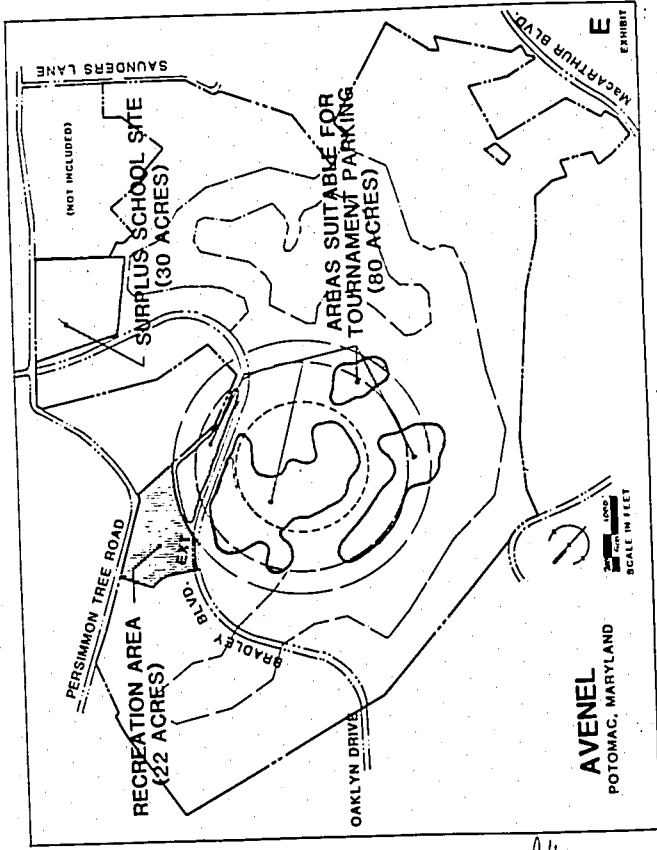
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EXHIBIT F

DESCRIPTION OF RECREATIONAL AREA, TOURNAMENT PARKING, AND SURPLUS SCHOOL SITE

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Recreational Area

The subject parcel is located between Persimmon Tree Road and proposed Bradley Boulevard extended through Avenel, at the northeast edge of the property. The parcel has approximately 1,100 feet of frontage on Persimmon Tree Road, immediately west of the Rapley property; 400 feet of frontage (to the centerline) on Bradley Boulevard; and about 700 feet of frontage (to the centerline) on a yet unnamed secondary residential street within Avenel. The parcel shares a common boundary of approximately 800 feet with the Rapley property to the east. The property is bounded on the south by the Secondary Buffer and on the north by a proposed 2-acre residential lot. The subject parcel contains 22.0 acres.

Tournament Parking

The total tournament parking area is made up of the Recreational Area (22 acres) and the Areas Suitable for Tournament Parking (80 acres).

The Areas Suitable for Tournament Parking are located on the AWT Plant Site and within the Primary and Secondary Buffers surrounding the AWT Plant Site. Not all of the AWT Plant Site and buffer areas are used for Tournament Parking, as areas

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of existing and proposed vegetation, steep slopes, and the equestrian center have been omitted.

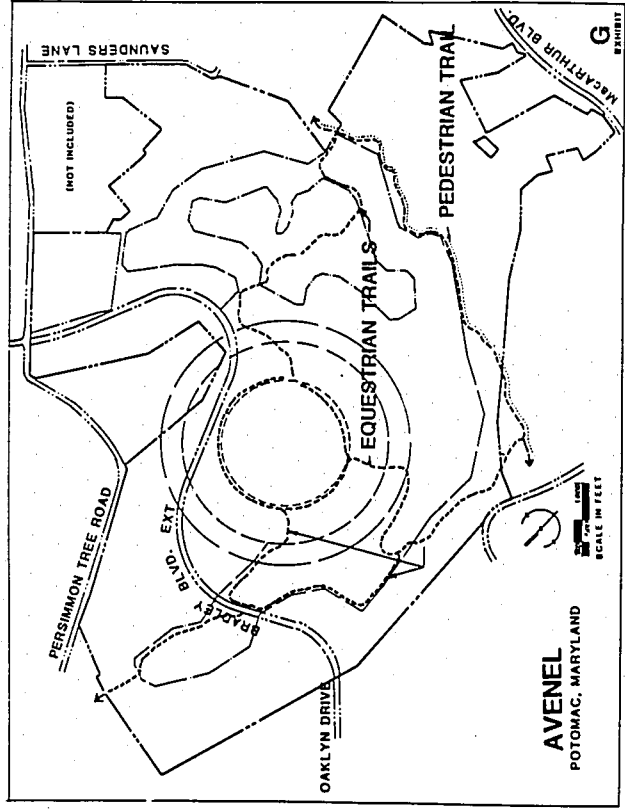
The total tournament parking area is approximately 100 acres and will accommodate about 10,000 cars.

Surplus School Site

The subject Surplus School Site is located on Persimmon Tree Road in the extreme eastern portion of Avenel, immediately southeast of the Bradley Boulevard intersection. The property has an irregular, nearly square shape, and comprises 30.0 acres of land. The parcel is entirely surrounded by the Avenel property.

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EXHIBIT H

DESCRIPTION OF EQUESTRIAN AND PEDESTRIAN TRAILS

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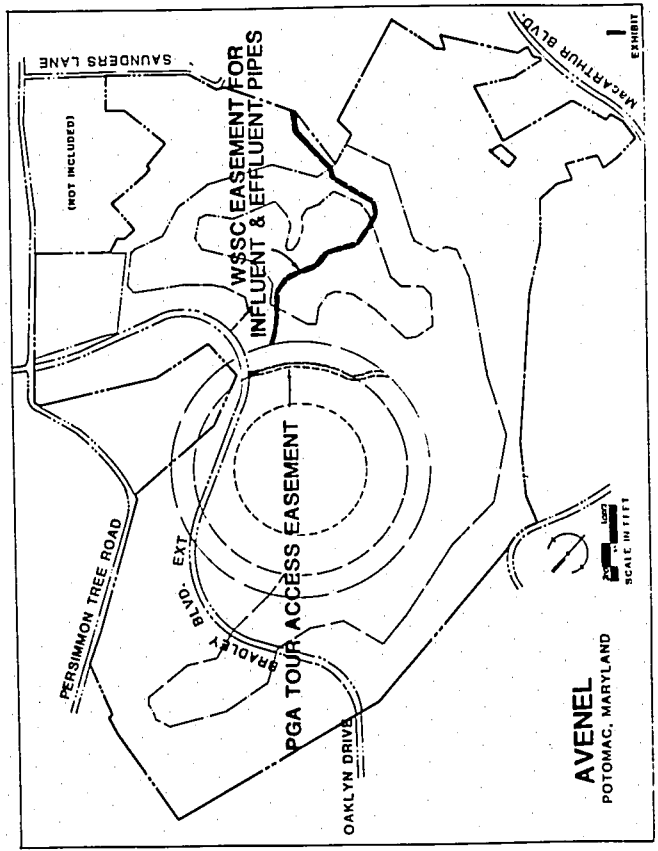
The subject Equestrian Trails encircle and radiate out from the Equestrian Center which is located within the AWT Plant Site and the Primary Buffer. The Equestrian Trail system traverses the PGA TOUR Property and the Avenel residential property and connects to existing and proposed off-site trails leading to Persimmon Tree Road, Brickyard Road, and MacArthur Boulevard. The majority of the trails follow the Rock Run stream valley, including its tributaries. Exhibit A shows approximately 23,400 feet of trails.

The subject Pedestrian Trail follows the Rock Run stream valley immediately adjacent to the PGA TOUR Property. It will connect proposed pedestrian trails from MacArthur Boulevard to Brickyard Road. It will parallel the above-described Equestrian Trail where it is adjacent to Rock Run.

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EXHIBIT J

DESCRIPTION OF RIGHTS-OF-WAY (EASEMENTS) FOR TOURNAMENT PLAYERS CLUB CLUBHOUSE AND FOR AWT INFLUENT AND EFFLUENT PIPES

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The AWT Influent and Effluent Pipe Easement

The influent and effluent pipe easement runs from the AWT Plant Site and Buffer areas southeast to Rock Run and then continues off-site to intake and outfall points. The easement follows natural drainage ways until it reaches the Rock Run stream valley where it roughly parallels the existing 18" sanitary sewer line adjacent to the run. (There may need to be a slight adjustment of this easement once 12th green location is established.) The alignment is generally as shown in PDR Alternative 4. The easement is anticipated to be 50 feet wide (with additional temporary rights of way, as necessary, during construction) and approximately 4,100 feet long. The easement traverses the 16th hole, runs parallel to a portion of the 12th hole, and traverses part of the residential island near the center of Avenel.

The Clubhouse Access Easement

The PGA TOUR Access Easement generally follows the outer edge of the Primary Buffer to the southeast of the AWT Plant. The easement extends from proposed Bradley Boulevard extended south to the TPC clubhouse. The easement follows in part the existing farm road which currently serves the larger barn near the center of Avenel. The PGA TOUR Access Easement is anticipated to be 50' wide.

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MASTER AGREEMENT AMENDMENTS: (DELAYED CLOSINGS;  
OAKLYN DRIVE; AWT DESIGN AND OPERATION;  
SURVIVAL OF PROVISIONS; TPC SUBSTITUTE  
FOR PGA TOUR)

Pursuant to Paragraph V.C. of the Avenel Farm Development Plan Master Agreement, the parties agree to amend the Master Agreement as follows.

1. Paragraph III.A.3. is amended to read as follows.

"3. Procedure

a. Return of Deposit

(1) On or before March 31, 1985, or such earlier date as the funds become available, Rock Run shall pay to WSSC:

(a) the sum of Seven Million Nine Hundred Eighty Thousand Dollars (\$7,980,000.00), which is the amount of the deposit which WSSC has paid to Rock Run (\$18,980,000.00) less the amount to be paid by WSSC to Rock Run for the transfer to WSSC of the WSSC Property (\$11,000,000.00); plus

(b) interest on the \$7,980,000.00 payment, which shall accrue at a simple interest rate of ten percent (10%) per year from September 5, 1984, until the date the \$7,980,000.00 is paid.

(2) On the day that Rock Run pays the \$7,980,000.00 to WSSC, WSSC and Rock Run shall direct that the following actions be taken.

(a) The Escrow Deed, the No Consideration Second Deed of Trust, the Deed of Trust Note, and the

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escrow agreements made on or about June 13, 1981, shall be partially released or modified as follows and the following actions shall be taken.

(i) The deed of trust note dated June 18, 1981, by Rock Run payable to WSSC shall be modified by changing the amount of indebtedness from \$18,980,000.00 to \$11,000,000.00

(ii) The "No Consideration Second Deed of Trust" dated June 18, 1981, shall be modified to release all of the property subject to the deed except for the 170 acre portion of such property that is the WSSC Property.

(iii) A recordable deed running to WSSC on the WSSC Property with a metes and bounds description, and retaining in Rock Run all non-public use development rights on the Property for the purposes specified in paragraph III.A.3.c.(3), shall be executed and placed in escrow.

(iv) Because of the release, under subparagraph (ii) above, of the PGA TOUR Property, Suburban Bank will have a first Deed of Trust on the PGA TOUR Property. However, as provided in the attached Letter Agreement between Suburban Bank and PGA TOUR, Suburban Bank's Deed of Trust shall be subject to the covenants on the PGA TOUR Property contained in

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"Exhibit 'G' Deed" attached to such Letter Agreement, should they be recorded. PGA TOUR agrees to assign to WSSC its rights to enforce such Letter Agreement and further agrees that PGA TOUR shall not agree to any modification of such Letter Agreement without the written permission of WSSC.

(b) The Agreement of Compromise and any other agreements between WSSC and Rock Run shall be modified as necessary to provide that prior to the closings of the conveyances, the golf course may be developed and such portions of the golf course land may be recorded as are necessary to obtain building permits for the golf course structures contemplated in this Master Agreement and the Agreements for Sale between Rock Run, WSSC, and PGA Tour.

"b. Closings

(1) Approved Development Plan Upheld

If the preliminary and site plans containing the development plan approved by the Planning Board on October 4, 1984, or a similar development plan acceptable to Rock Run, are upheld by all levels of courts after all periods for the filing of appeals or Writs of Certiorari have been exhausted, then:

(a) the closings shall occur on the 30th day after such preliminary and site plans are

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upheld by the courts after the exhaustion of all appeals;

(b) the Master Agreement shall continue in full force and effect;

(c) the closings of the conveyances shall be as provided in the Master Agreement as executed on July 3, 1984, or, if a partial closing has already occurred pursuant to paragraph III.A.3.c., then a fee simple deed without restriction on the WSSC Property shall be conveyed by Rock Run to WSSC, the PGA TOUR Property shall be conveyed by Rock Run to WSSC and reconveyed by WSSC to PGA Tour with the covenants specified in paragraph III.B., and the exchange of properties between Rock Run and Montgomery County shall occur.

(d) no additional compensation shall be paid to Rock Run by WSSC at the closings; and

(e) the Agreement of Compromise shall be terminated as part of the closings.

(2) Approved Development Plan Not Upheld

If the preliminary and site plans approved by the Planning Board on October 4, 1984, are not upheld by all levels of courts after all periods for the filing of appeals or Writs of Certiorari have been exhausted, or by January 31, 1987, whichever occurs earlier, then for one year additional or such

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longer time as the Parties may agree (the "Extension Period") the Parties agree to cooperate and to take all actions necessary and appropriate to secure the approval of preliminary and site plans reflecting the development plan approved by the Planning Board on October 4, 1984, or a substantially similar development plan acceptable to Rock Run.

(3) Status of Approval of Development Plan, Acceptable

If, at the end of the Extension Period, the status or the approval of such preliminary and site plans is acceptable to Rock Run, then the closings shall occur as described under paragraph III.A.3.b.(1) above.

(4) Status of Approval of Development Plan, Not Acceptable

If, at the end of the Extension Period, the status of the approval of such preliminary and site plans is not acceptable to Rock Run, then:

- (a) The provisions of the Master Agreement not providing for conveyances or restrictive covenants shall continue in full force and effect, except that all provisions establishing rights or obligations of PGA TOUR or affecting the equestrian center (which is an integral element of the golf course concept) shall be deleted. The following provisions of the Master Agreement shall continue in full force and

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effect: paragraphs D.2; E; I.2; J.; K.; and L. of Part III; and all of Parts IV and V.

(b) To the extent they have not already occurred, the closings of the conveyances shall occur as provided in the Master Agreement as executed on July 3, 1984, except that the PGA TOUR property shall not be conveyed and the restrictive covenants on this property shall not be recorded.

(c) The Agreement of Compromise remains in effect, except that the number of acres to be taken for the AWT has been determined to be 170 acres. The value of any additional takings by WSSC shall be determined as of the date of taking. Neither Rock Run nor PGA TOUR may object to the necessity of the AWT or provision of a buffer serving the same purpose as that provided in the development plan in this or future condemnation proceedings. The \$11 million not returned by Rock Run to WSSC pursuant to paragraph III.A.3.a.(1) continues to be a deposit to be applied to the adjudicated amounts of the fair market value of the property taken and the severance damages on the remaining property.

"c. Partial Closing

- (1) Under the Agreement of Compromise between Rock

*R. H.*

Run and WSSC, recorded as Liber 5716 Folio 454 in the land records of Montgomery County, WSSC has the right to take possession of the property for which WSSC's deposit is held by Rock Run and to proceed with tests, studies, and the construction of the AWT. These rights continue in force under this Master Agreement.

(2) However, if at any time prior to the closings on the conveyances, WSSC certifies that in its discretion it has determined in good faith that WSSC's holding of title to the WSSC Property is a prerequisite to beginning the process of constructing the AWT, then the Deed conveying the WSSC Property shall be released from escrow to WSSC.

(3) If the WSSC deed is released from escrow as provided above, WSSC agrees that if requested by Rock Run, WSSC will join with Rock Run as a co-applicant for any preliminary and site plans submitted by Rock Run to the Planning Board, which plans shall provide for no residential density on the WSSC Property, thus making all of the density capacity on the Avenel Farm Property available to Rock Run for use on its remaining property, and will join with Rock Run in any other acts necessary and appropriate to secure the approval of the development plan approved by the Planning Board on October 4, 1984.

"d. Park Dedications

Montgomery County shall use its best efforts with the Planning Board to assure that Rock Run will not be required to dedicate the local and stream valley park

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acreage to the Maryland-National Capital Park and Planning Commission until the record plats are recorded subsequent to the closings under paragraphs III.A.3.b.(1) or (3).

"e. Recordation of Residential Plats

Montgomery County shall use its best efforts with the Planning Board to assure that Rock Run will be allowed to record the plats for the residential development areas without delay or obstruction prior to the dedication of the local and stream valley park acreage.

"f. Document Preparation

Rock Run, PGA TOUR and WSSC shall direct their attorneys to prepare and the Parties shall execute all documents necessary for the transactions specified in this Paragraph III.A.3."

2. Paragraph III.A.4. is deleted.

3. Paragraph K. is amended by adding the following language immediately following the present language:

"In view of the Master Plan language requiring the widening of Oaklyn Drive, and in order to permit the WSSC-PGA TOUR-Avenel project to go forward, the County agrees to include in the next recommended Capital Improvements Program a Project Description Form providing for the widening of Oaklyn Drive to arterial road standards, with land acquisition to occur in FY 1986 and construction to occur and be completed in FY 1987. Rock Run and the County agree that Rock Run may design and/or construct a widening of Oaklyn Drive, which complies with the condition contained in the Preliminary Plan approved by the

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Planning Board on October 4, 1984, and specified in the Transportation Planning Division memorandum entitled "Transportation Analysis for Avenel Farm" and dated September 5, 1984, if necessary to accomplish the above schedule with an appropriate deduction from the 'General Fund' contribution referred to in paragraph III.E.3 of this Agreement. The estimated cost of this widening is \$50,000.00."

4. Paragraph L is amended by adding the following language immediately following the present language:

"Montgomery County and WSSC shall make every reasonable effort to satisfy the concerns of Rock Run and PGA TOUR regarding the design of the AWT by involving them in the planning and design process of the AWT. Rock Run and PGA TOUR shall not unreasonably oppose the issuance of construction or operating permits for the AWT."

5. Part V. is amended by adding the following paragraph immediately following the present paragraph D.

"E. Survival

The provisions of this Master Agreement, as amended, shall continue in full force and effect and, subject to paragraph III.A.3.b.(4)(a), shall survive the closings on the conveyances between Rock Run, WSSC, PGA TOUR, and Montgomery County, and these provisions shall not merge into any deed granted in connection with these conveyances."

6. Paragraph I.4. is amended to replace the words "PGA TOUR, Inc. ('PGA TOUR')" with the words "Tournament Players Club at Avenel, Inc. ('TPC')";

AA

7. Wherever they appear in paragraph III, the words "PGA TOUR" are replaced with "TPC".

Washington Suburban Sanitary Commission  
by: Ann Landry Lombardi  
Chairman (or her designee)

Montgomery County, Maryland  
by: Lewis T. Roberts  
Chief Administrative Officer  
(or his designee)

Rock Run Limited Partnership  
by: Anthony M. Natelli  
for: Potomac Investment Associates  
General Partner

TOURNAMENT PLAYERS CLUB AT AVENEL, INC.  
by: Peter N. Kyros, Jr., Esq.  
Attorney

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SUBURBAN BANK  
6610 Rockledge Drive  
Bethesda, Maryland 20817  
February 4, 1985

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PGA TOUR  
Sawgrass  
Porte Veera Beach, FL 32082

Attention: Vernon A. Kelly, Jr.

Re: TPC at Avenel, Inc. -- Construction/Permanent  
Loan for Golf Facility to be Constructed Upon  
227 Acres of the Avenel Farm

Gentlemen:

This letter is given in response to your request and to confirm Suburban Bank's consent to the following:

1. Pursuant to Paragraph III. A. 1. of the Master Agreement dated July 3, 1984, between Rock Run Limited Partnership ("Rock Run"), PGA TOUR, the Washington Suburban Sanitary Commission ("WSSC"), and Montgomery County, the approximately 227 acre portion of the Avenel Farm property (the "Avenel Property") to be used as a golf course (the "Golf Course Land") is first to be conveyed by Rock Run to WSSC and then is to be immediately reconveyed by WSSC to PGA TOUR with certain restrictive covenants. The restrictive covenants to be recorded impose the same restrictions on the Golf Course Land as the covenants contained in the Agreement for Sale between Rock Run and PGA TOUR dated December 30, 1983, which is referenced in the loan commitment letter between Suburban Bank and TPC at Avenel, Inc. dated April 5, 1984. Suburban Bank hereby consents to the conveyance of title to the Golf Course Land by Rock Run to WSSC and the

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PGA TOUR  
February 4, 1985  
Page Two

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immediate reconveyance thereof by quitclaim deed of WSSC to TPC at Avenel, Inc., which transfers shall contain and be subject to the restrictive covenants set forth in the attached "Exhibit 'G' Deed", dated October 17, 1985. Suburban Bank thus consents to the inclusion of WSSC and Montgomery County as beneficiaries of these restrictive covenants and further agrees that the Deed of Trust on the Golf Course Land, dated October 12, 1984, shall be subject to such covenants upon their recordation.

2. In the event that WSSC proceeds to condemn the covenants on the Golf Course Land, Suburban Bank hereby consents to such condemnation by WSSC and the imposition of the restrictive covenants set forth in the foregoing Deed upon the Golf Course Land through condemnation by WSSC.

The foregoing consents are expressly subject to the following conditions:

- a. On or before the date of any conveyance and reconveyance of the Golf Course Land as described in Paragraph 1 above, the lien of that certain No Consideration Second Deed of Trust, dated June 15, 1981, entered into by Rock Run, as Grantor, and William F. Higgins, as Trustee, for the benefit of WSSC, which Deed of Trust is recorded among the Land Records of Montgomery County, Maryland at Liber 5726, Folio 85 et seq., shall be released pursuant to a duly executed, acknowledged and recorded release and copies of such recorded release shall be furnished to Suburban Bank and its special counsel;
- b. no restrictive covenants in addition to those set forth in the foregoing Deed shall be permitted to burden the Golf Course Land without the prior written consent of Suburban Bank, except as otherwise expressly set forth in the Agreement for Sale between Rock Run and PGA TOUR dated December 30, 1983; and

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February 4, 1985  
Page Three

- c. the reasonable fees and expenses for the services of special counsel for Suburban PGA TOUR

relating to the negotiation, preparation and execution of this letter shall be paid by TPC at Avenel, Inc. promptly upon presentation of a statement therefor.

Very truly yours,



David W. Steinman  
Senior Vice President

AGREED:

PGA TOUR

By \_\_\_\_\_  
Deane R. Beman,  
Commissioner

*AKU*

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October 17,  
**DRAFT**

EXHIBIT "G"

DEED

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THIS DEED, made this \_\_\_ day of January, 1985,  
between the WASHINGTON SUBURBAN SANITARY COMMISSION, 4017  
Hamilton Street, Hyattsville, Maryland 20781, a public agency  
organized under the laws of Maryland ("Grantor"), and  
TOURNAMENT PLAYERS CLUB AT AVENEL, INC., a corporation  
organized under the laws of Maryland which is a wholly owned  
subsidiary of PGA TOUR, Inc., Sawgrass, Ponte Vedra Beach,  
Florida 32082, a corporation organized under the laws of  
Maryland ("Grantee"),

WITNESSETH:

THAT IN CONSIDERATION of the sum of Ten Dollars  
(\$10.00) and other good and valuable consideration, the receipt  
and sufficiency of which are hereby acknowledged, GRANTOR has  
granted, bargained, sold and conveyed, and by these presents  
does grant, bargain, sell, convey and confirm, unto Grantee,  
its successors and assigns forever, all that certain plot,  
piece or parcel of land situate, lying and being in the County  
of Montgomery, State of Maryland, the legal description of  
which is set forth in Schedule "A" attached hereto and made a  
part hereof (the "Property"),

TOGETHER WITH any and all buildings and improvements  
located thereon; and

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TOGETHER WITH all right, title and interest, if any, of Grantor in and to the streets, roads or avenues, open or proposed, in front of or abutting the Property to the center lines thereof, and all right, title and interest of Grantor in and to any award for damage to the Property by reason of change of the grade of any such street, road or avenue;

TOGETHER WITH the appurtenances and hereditaments and all estate and right of Grantor in and to the Property and all easements benefitting the Property; and

TOGETHER WITH

[Insert description of easements with respect to the Initial Driving Range Area, the Alternative Driving Range Area, the PGA TOUR Access Easement described in Exhibits I and J to the Master Agreement, temporary construction access easements and any other easements burdening the WSSC Property for the benefit of the PGA TOUR Property]

BUT SUBJECT TO,

[Insert description of the WSSC Easement for Influent and Effluent Pipes as described in Exhibits I and J to the Master Agreement, easements for equestrian trails, temporary construction access easements necessary for development of WSSC Property, and any other easements burdening the PGA TOUR Property for the benefit of the WSSC Property]

SUBJECT TO the following terms and conditions:

*SM*

1. Grantee, by acceptance of this ~~Special Warranty~~ Deed, expressly agrees for itself, its successors and assigns, that the Property shall be kept in perpetuity as a single tract and used only for the purpose of (a) constructing, maintaining, owning and operating thereon a Golf Facility as defined in the Agreement for Sale, dated as of October \_\_, 1984, by and between Grantor and Grantee, for uses incidental to that purpose, (b) for other recreational purposes subject to the consent of Grantor, Montgomery County and the homeowner's association of the owners of the residential units to be constructed on the property described in Schedule "B" attached hereto and made a part hereof (Homeowner's Association), which shall not be unreasonably withheld, and which do not involve a more intensive use of the Property than the Golf Facility and do not have a material, adverse impact upon the adjoining residential community to be located on the property described in Schedule "B" attached hereto and made a part hereof, or (c) as an open space which serves as a buffer around any waste water treatment facility which Grantor may construct on Grantor's property described in Schedule "C" attached hereto and made a part hereof, and that no other use of the Property shall be permitted. This covenant is made for the benefit of Grantor, Montgomery County, Rock Run Limited Partnership and the owners of residential units to be constructed on the property described in Schedule "B" attached hereto and made a part hereof, and shall burden Grantee, its successors and assigns. This covenant shall run with and burden the Property

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and shall be enforceable in perpetuity by Grantor or by Montgomery County (unless Grantor or Montgomery County shall terminate its respective right to benefit under such covenant), by Rock Run Limited Partnership, so long as it owns an interest in such land, by any homeowner for whose benefit it is made, and by any duly constituted homeowners or condominium association made up of some or all of the owners of residential units to be constructed on the property described in Schedule "B".

GRANTOR does hereby certify and make affidavit under penalties of perjury that the actual consideration paid or to be paid for this conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is as stated above.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed on the date first above written.

WASHINGTON SUBURBAN SANITARY COMMISSION

By

Ann Landry Lombardi  
Chairman

(L.S.)

*AA*

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PROPERTY INFORMATION

- 1. Parcel Identifier \_\_\_\_\_
- 2. Property Address \_\_\_\_\_  
\_\_\_\_\_
- 3. Grantor's Address Washington Suburban Sanitary  
Commission  
4017 Hamilton Street  
Hyattsville, Maryland 20781
- 4. Grantee's Address c/o PGA TOUR, Inc.  
Sawgrass  
Ponte Vedra Beach, Florida 32082
- 5. Title Insurer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that this instrument has been prepared under supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

*AJ KH*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0562, MSA\_CE63\_6632. Date available 06/22/2008

ACKNOWLEDGEMENT

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STATE OF MARYLAND                    )  
  )        ss.:  
COUNTY OF MONTGOMERY            )

I, \_\_\_\_\_, a notary public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT ANN LANDRY LOMBARDI, personally known to me and known to  
me to be Chairman of the Washington Suburban Sanitary  
Commission and known to me to be the person whose name is  
subscribed to the foregoing instrument, appeared before me this  
day in person and upon the oath severally acknowledged that as  
it Chairman, she signed and delivered the said instrument as  
the free and voluntary act and deed of said Washington Suburban  
Sanitary Commission.

GIVEN under my hand and notarial seal this \_\_\_ day of  
\_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on:  
\_\_\_\_\_

*R.H.L.*



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SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

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*Nil*

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LIBER 6674 FOLIO 564

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SCHEDULE "B"

LEGAL DESCRIPTION OF ROCK RUN LIMITED  
PARTNERSHIP PROPERTY

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LIBER 6674 FOLIO 565

SCHEDULE "C"

LEGAL DESCRIPTION OF GRANTOR'S  
PROPERTY

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*Handwritten initials*

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EXHIBIT "B"

LEGAL DESCRIPTION OF  
AVENEL FARM PROPERTY

Being a piece, parcel or tract of land hereinafter described, and being a part of the property acquired by the owner from Sheffield Enterprises, Inc., by deed dated November 21, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5437 at Folio 300, said property also being part of the property shown on a plat of survey entitled, "Boundary Survey of the Property of Rock Run Limited Partnership" by DeBerry, Healon & Davis and dated November 5, 1980.

Beginning for the said piece, parcel or tract of land at a concrete monument on the northerly right of way line of MacArthur Boulevard, said concrete monument also lying at the southwesterly corner of the aforesaid plat of survey, and also lying on the easterly line of a plat of subdivision entitled "Plat Two, Mazza Woods" and recorded among the aforesaid Land Records in Plat Book 109 as Plat No. 12627, and running thence, with the outlines of said plat of survey, and with the easterly lines of said plat of subdivision, the following two (2) courses

North 04°05'12" East, true, 353.93 feet to an iron pipe, thence

North 14°23'26" East, true, 189.74 feet to a concrete monument at the southwesterly corner of a deed to Sarah H. Diggs recorded among the aforesaid Land Records in Liber 707 at Folio 71, thence with the southerly line of said deed and still with the outlines of said plat of survey

South 69°17'44" East, true, 191.21 feet to the southeasterly corner of said deed, thence with the southeasterly line of said deed, and reversely with the third or South 35°52'10" West, 217.80 foot line of a deed from M. George Smallwood, et al, to Luther K. Barden, et ux, dated May 10, 1971, and recorded among the aforesaid Land Records in Liber 4059 at Folio 59, and still with the outlines of said plat of survey

North 33°53'18" East, true, 438.01 feet to a concrete monument at the beginning of said third deed line, thence reversely with the second or South 65°30'40" East, 205.58 foot line of said deed recorded in Liber 4059 at Folio 59, and still with the outlines of said plat of subdivision

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North  $69^{\circ}30'03''$  West, true, 205.35 feet to an iron pipe on the southeasterly or rear line of Lot 12, Block A, as shown on the aforesaid plat of subdivision, thence with a part of said line and the easterly and northeasterly lines of a plat of subdivision entitled, "Plat One, Mazza Woods" and recorded among the aforesaid Land Records in Plat Book 105 as Plat No. 12177, and still with the outlines of said plat of survey, the following four (4) courses

North  $35^{\circ}55'27''$  East, true, 200.18 feet to an iron pipe, thence  
North  $12^{\circ}26'10''$  East, true, 272.79 feet to a concrete monument, thence  
North  $41^{\circ}17'10''$  West, true, 562.27 feet to a stone, thence  
North  $26^{\circ}25'37''$  West, true, 637.73 feet to an iron pipe at the beginning of the

seventh or North  $35^{\circ}28'40''$  West, 1959.60 foot line of a deed from John W. Ridenour, III, to Olga Mary Mazza dated August 25, 1972, and recorded among the aforesaid Land Records in Liber 4281 at Folio 813, a part of said line also being the northeasterly or South  $35^{\circ}02'00''$  East, 916.67 foot line of the aforesaid plat of subdivision recorded in Plat Book 105 as Plat No. 12177, thence with a part of the outlines of said deed, and still with the outlines of the aforesaid plat of survey, the following three (3) courses -

North  $35^{\circ}41'17''$  West, true, 1955.16 feet to a concrete monument, thence  
North  $46^{\circ}23'15''$  West, true, 667.08 feet to a point, thence  
North  $61^{\circ}05'03''$  West, true, 358.27 feet to a point on the easterly right of way line of Brickyard Road, as now laid out and existing, thence with said right of way line, and still with the outlines of the aforesaid plat of survey, the two (2) following courses

239.98 feet along the arc of a curve deflecting to the left, having a radius of 653.44 feet and a chord bearing North  $16^{\circ}36'33''$  East, true, 236.75 feet to a point of compound curvature, thence  
177.62 feet along the arc of a curve deflecting to the left, having a radius of 335.00 feet and a chord bearing North  $06^{\circ}35'25''$  West, true, 175.54 feet to a point on the twenty-sixth or North  $05^{\circ}44'13''$  East, 2541.67 foot line of Part Three of the aforesaid deed recorded in Liber 5427 at Folio 200, thence with the remainder of said line, parts of said line also being the easterly line of lot 1, Block C, as shown on a plat of subdivision entitled "Part of Blocks A, B & C, Potomac Ranch" and recorded among the aforesaid Land Records in Plat Book 67 as Plat No. 6147, the easterly or rear lines of Lots 3 through 7, inclusive, Block C, as shown on

PAU

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0568, MSA\_CE63\_6632. Date available 06/22/2009

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**LIBER 6674 FOLIO 568**

plat of subdivision entitled "Part of Blocks A, B & C, Potomac Ranch" and recorded among the aforesaid Land Records in Plat Book 68 as Plat No. 6354, and Lot 13, Block A, as shown on a plat of subdivision entitled "Potomac Station Estates" and recorded among the aforesaid Land Records in Plat Book 103 as Plat No. 11761, and still with the outlines of the aforesaid plat of survey,

North  $05^{\circ}43'55''$  East, true, 2575.09 feet to a point at the common easterly corner of said Lot 13, Block A, Potomac Station Estates, and Outlot A, as shown on said plat recorded in Plat Book 103 as Plat No. 11761, thence with the easterly line of said Outlot A and the easterly lines of a plat of subdivision entitled "Plat 1, Block J and I, Potomac Station" and recorded among the aforesaid Land Records in Plat Book 92 as Plat No. 10094, and still with the outlines of the aforesaid plat of survey, the following two (2) courses

North  $21^{\circ}24'57''$  East, true, 1478.23 feet to a point, thence

North  $20^{\circ}16'55''$  East, true, 1447.45 feet to an iron pipe at the northeasterly corner of Lot 1, Block I, as shown on the aforesaid plat recorded in Plat Book 92 as Plat No. 10094, said iron pipe also lying on the southerly line of the Washington Great Falls Railway and Power Company, thence with the southerly lines thereof, and still with the outlines of the aforesaid plat, the following six (6) courses

South  $73^{\circ}51'54''$  East, true, 1190.12 feet to a concrete monument, thence

403.60 feet along the arc of a curve deflecting to the right, having a radius of 2849.91 feet and a chord bearing South  $65^{\circ}49'20''$  East, true, 403.26 feet to a concrete monument, thence

South  $04^{\circ}46'30''$  West, true, 37.14 feet to a concrete monument, thence

147.11 feet along the arc of a curve deflecting to the right, having a radius of 2014.91 feet and a chord bearing South  $63^{\circ}57'39''$  East, true, 147.09 feet to a concrete monument at a point of tangency, thence

South  $62^{\circ}29'59''$  East, true, 161.31 feet to a concrete monument at a point of curvature, thence

370.03 feet along the arc of a curve deflecting to the left, having a radius of 2914.93 feet and a chord bearing South  $66^{\circ}05'56''$  East, true, 369.76 feet to a concrete monument on the south-easterly right of way line of Fernston Tree Road, as now laid out and existing, thence with said right of way line, and still with the outlines of the aforesaid plat of survey, the following three (3) courses

South  $22^{\circ}14'45''$  East, true, 912.28 feet to a point, thence

*2/12*

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LIBER 6674 FOLIO 69

South 22°26'21" East, true, 1273.34 feet to a concrete monument, thence  
 South 77°42'21" East, true, 135.37 feet to a concrete monument, thence with the out-  
 lines of a deed from Potomac Enterprises, Inc. to William W. Rapley, et al, dated  
 June 24, 1959, and recorded among the aforesaid Land Records in Liber 3574 at  
 Folio 408, and still with the outlines of the aforesaid plat of survey, the  
 following five (5) courses

South 10°50'10" West, true, 1335.77 feet to a concrete monument, thence  
 South 13°31'19" East, true, 704.43 feet to a concrete monument, thence  
 South 81°42'10" East, true, 559.93 feet to a concrete monument, thence  
 North 16°41'53" East, true, 780.34 feet to a concrete monument, thence  
 North 35°05'57" East, true, 1532.05 feet to a concrete monument on the southerly side  
 of the aforesaid Persimmon Tree Road, thence still with the outlines of the afore-  
 said plat of survey, the following three (3) courses

North 38°02'57" East, true, 25.00 feet to a point in said Persimmon Tree Road, thence  
 North 45°35'05" East, true, 30.00 feet to a point on the northerly side of said  
 Persimmon Tree Road, thence

South 39°54'37" East, true, 556.64 feet to a point at the end of the fourth or  
 North 32°21'30" East, 854.16 foot line of a deed from Board of Education of  
 Montgomery County to Montgomery County, Maryland, dated April 19, 1978 and  
 recorded among the aforesaid Land Records in Liber E130 at Folio 211, thence  
 reversely with the outlines of said deed, and still with the outlines of the  
 aforesaid plat of survey, the following four (4) courses

South 32°21'47" West, true, 854.31 feet to a point of curvature, thence  
 238.25 feet along the arc of a curve deflecting to the right, having a radius of  
 1472.69 feet and a chord bearing South 35°50'47" West, true, 237.99 feet to a  
 concrete monument, thence

South 35°21'47" East, true, 1015.87 feet to a concrete monument, thence  
 North 50°05'30" East, true, 162.21 feet to the north-easterly or rear corner of Lot 5,  
 Block B, as shown on a plat of subdivision entitled "Lots 1 thru 5, 16 thru 22,  
 24, 25 & 27 thru 32, Block A, Outlot A & Lots 2 thru 4, Block B & Outlots A, B,  
 C, D, E, F, Block A, Avenel" and recorded among the aforesaid Land Records in  
 Plat Book 112 as Plat No. 13226, thence leaving the outlines of the aforesaid plat  
 of survey and running reversely with the outlines of said plat of subdivision, the  
 following eleven (11) courses:

South 00°32'54" East, true, 214.21 feet to a point, thence  
 South 57°02'14" West, true, 92.70 feet to a point, thence  
 South 05°42'44" West, true, 170.00 feet to a point, thence

*RJM*

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South 63°17'16" East, true, 445.00 feet to a point, thence  
 South 09°42'44" West, true, 616.25 feet to a point, thence  
 South 63°17'16" East, true, 60.00 feet to a point, thence  
 South 09°42'44" West, true, 213.04 feet to a point of curvature, thence  
 208.70 feet along the arc of a curve deflecting to the left, having a radius of  
 1170.00 feet and a chord bearing South 04°35'00" West, true, 208.42 feet to a  
 point, thence  
 North 69°29'32" East, true, 697.55 feet to a point, thence  
 North 50°59'45" East, true, 264.34 feet to a point, thence  
 South 39°00'15" East, true, 495.00 feet to a point on the southeasterly outline of  
 the aforesaid plat of survey, said point also lying on the northeasterly line of  
 a deed to William Z. & C. G. Penland recorded among the aforesaid Land Records in  
 Liber 3151 at Folio 662, said point also lying on the southeasterly line of  
 Saunders Lane, thirty (30) feet wide, as now laid out and existing, thence with  
 said line and with the outlines of the aforesaid plat of survey  
 South 60°55'45" West, true, 130.35 feet to an iron pipe on the northeasterly line of  
 a deed from Celia T. Simpson, et vir, to Kenneth W. Simpson, Jr., et ux, dated  
 December 18, 1956, and recorded among the aforesaid Land Records in Liber 3620  
 at Folio 155, thence with said line and the northwesterly dedication line of  
 Saunders Lane, as shown on a plat of subdivision entitled "Parcel 'A', Cleverwall",  
 and recorded among the aforesaid Land Records in Plat Book 58 as Plat No. 4727,  
 and still with the outlines of said plat of survey  
 South 51°53'45" West, true, 659.43 feet to an iron pipe, thence still with said  
 dedication line, and with the northwesterly dedication line of Saunders Lane,  
 as shown on a plat of subdivision entitled "Lots 1, 2, 3, 4 & 5, Cleverwall"  
 and recorded among the aforesaid Land Records in Plat Book 64 as Plat No. 5705,  
 and still with the outlines of said plat of survey  
 South 60°37'05" West, true, 464.28 feet to a concrete monument at the northwesterly  
 corner of said dedication, thence with the outlines of said plat of subdivision  
 recorded in Plat Book 64 as Plat No. 5705, and still with the outlines of said  
 plat of survey, the following two (2) courses  
 South 10°10'31" West, true, 82.19 feet to a concrete monument, thence  
 South 72°19'33" West, true, 945.27 feet to a concrete monument at the end of the  
 seventh or South 65°35'20" East, 353.65 foot line of a deed from Lawrence L.  
 Levin, et al, to J. B. Shapiro, et al, dated October 14, 1953, and recorded

*PL 64*



LIBER 6674 FOLIO 571

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among the aforesaid Land Records in Liber 3145 at Folio 260, thence reversely, — —  
with the outlines of said deed, and still with the outlines of the aforesaid  
plat of survey, the following seven (7) courses

North  $84^{\circ}30'45''$  West, true, 832.61 feet to a concrete monument, thence  
South  $11^{\circ}27'59''$  East, true, 351.35 feet to a fourteen inch pine tree, thence  
South  $57^{\circ}13'22''$  East, true, 264.39 feet to an iron pipe, thence  
South  $11^{\circ}27'27''$  East, true, 1454.60 feet to a concrete monument, thence  
South  $82^{\circ}56'53''$  West, true, 659.47 feet to an iron pipe, thence  
South  $65^{\circ}59'19''$  West, true, 115.39 feet to a concrete monument, thence  
South  $57^{\circ}03'41''$  East, true, 193.93 feet to a concrete monument at the northeasterly  
corner of a plat of subdivision entitled "Blocks A, B and C, The Anchorage at  
Carderock" and recorded among the aforesaid Land Records in Plat Book 16 at Plat  
No. 1027, thence with the outlines of said plat of subdivision, and still with the  
outlines of the aforesaid plat of survey, the following two (2) courses

South  $63^{\circ}42'54''$  West, true, 955.84 feet to an iron pipe, thence  
South  $17^{\circ}29'34''$  West, true, 166.70 feet to a point at the northeast corner of Lot 16,  
as shown on a plat of subdivision entitled "Carderock" and recorded among the  
aforesaid Land Records in Plat Book 1 at Plat No. 43, thence with the outlines  
of said plat of subdivision, and still with the outlines of the aforesaid plat  
of survey, the following two (2) courses

North  $72^{\circ}30'26''$  West, true, 173.97 feet to a point, thence  
South  $63^{\circ}42'54''$  West, true, 62.52 feet to an iron pipe on the aforesaid northerly  
right of way line of MacArthur Boulevard, thence with said right of way line,  
and still with the outlines of the aforesaid plat of survey

North  $88^{\circ}14'55''$  West, true, 19.75 feet to an iron pipe, thence with said right of  
way line and the easterly line of a deed from William H. Kling, et al, to Gordon  
W. Gahan dated March 6, 1974, and recorded among the aforesaid Land Records in  
Liber 4501 at Folio 130, and still with said plat of survey

North  $17^{\circ}16'40''$  East, true, 412.55 feet to an iron pipe at the southeasterly  
corner of a deed from Harold W. Holland, et ux, to Jane I. Hester dated July 1,  
1975, and recorded among the aforesaid Land Records in Liber 4659 at Folio 822,  
thence with the southeasterly line of said deed, and with the southeasterly line  
of the property of Christie Toney, and with the southeasterly line of a deed  
to Joseph Toney recorded in Liber 196 at Folio 85, and still with the outlines of  
said plat of survey

*AS file*

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LIBER 6674 FOLIO 572.

North 35°55'08" East, true, 538.44 feet to a concrete monument at the northeasterly corner of said deed recorded in Liber 198 at Folio 85, thence with the northerly line thereof, and still with the outlines of said plat of survey

North 66°08'15" West, true, 816.98 feet to a concrete monument at the north-westerly corner of said deed recorded in Liber 198 at Folio 85, thence with the westerly line of said deed, and with the westerly line of the aforesaid property of Christie Toney, and with the westerly line of the aforesaid deed recorded in Liber 4659 at Folio 823, and still with the outlines of said plat of survey

South 17°10'32" West, true, 1014.93 feet to an iron pipe on the sixth or South 74°02'20" West, 375.24 foot line of a deed from Chester Alexander Hill, to Chester Alexander Hill, et ux, dated September 27, 1976, and recorded among the aforesaid Land Records in Liber 4897 at Folio 424, thence with a part of said line, and still with the outlines of said plat of survey

South 73°59'03" West, true, 228.21 feet to a concrete monument at the end of the fourth or North 69°30'00" West, 248.85 foot line of a deed from George Alexander Green, et ux, to Louis V. Lombardo, et ux, dated January 20, 1970, and recorded among the aforesaid Land Records in Liber 3935 at Folio 66, thence reversely with the outlines of said deed, and still with the outlines of said plat of survey, the following two (2) courses

South 84°35'00" West, true, 277.15 feet to a concrete monument, thence

South 05°51'17" East, true, 105.00 feet to a point on the aforesaid northerly right of way line of MacArthur Boulevard, thence with said right of way line, and still with the outlines of the aforesaid plat of survey

South 84°26'14" West, true, 161.57 feet to a concrete monument, thence

North 80°11'53" West, true, 307.79 feet to the place of beginning;

containing 41,338,758.88 square feet or 549.0073 acres of land.

Having and excepting therefrom, the following described parcel of land listed in the Tax Records of Montgomery County, Maryland, in the name of William M. Gibbs, for which there is no deed in the aforesaid Land Records, and for which there is no apparent access from a public road, as shown on the aforesaid plat of survey.

Beginning for the said parcel at a concrete monument lying North 19°23'45" East, true, 40.11 feet from the concrete monument at the end of the sixty-ninth line or North 63°31'18" West, 616.55 foot line of the above described piece parcel or tract of land, and running thence

North 08°45'23" West, true, 264.19 feet to a concrete monument, thence

North 00°20'06" East, true, 149.55 feet to a concrete monument, thence

AS 749

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South 89°52'12" East, true, 316.70 feet to a concrete monument, thence  
South 19°37'46" West, true, 158.91 feet to the place of beginning; containing  
43478.98 square feet or 0.9981 of an acre of land.

Subject to the following:

- 1) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 1387 at Folio 472.
- 2) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 1354 at Folio 429.
- 3) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 2241 at Folio 357.
- 4) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 2295 at Folio 268.
- 5) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 2344 at Folio 275.
- 6) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 2548 at Folio 519.
- 7) Right of way for ingress and egress recorded among the aforesaid Land Records in Liber 2915 at Folio 147.
- 8) Slope Easements to Montgomery County, Maryland, recorded among the aforesaid Land Records in Liber 4317 at Folio 98.

*at 74*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0574, MSA\_CE63\_6632. Date available 06/22/2000

LIBER 6674 FOLIO 574  
**Dewberry & Davis**

EXHIBIT C



Engineers  
Architects  
Planners  
Surveyors

One West Deer Park Road  
Gatherersburg, Maryland 20637  
(301) 954-8300

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AUGUST 1, 1984

DESCRIPTION OF  
170.00000 ACRE PARCEL  
TO BE CONVEYED TO THE  
WASHINGTON SUBURBAN SANITARY COMMISSION  
AVENEL  
POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND

Being part of Part Three as described in a deed from Sheffield Enterprises, Inc. to Rock Run Limited Partnership, dated November 21, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5437 at Folio 300; and being more particularly described as follows:

Beginning for the same at a concrete monument found at the end of the thirty-ninth or South 10° 49' 50" West 1,336.69 foot deed line of the aforesaid Part Three, said monument also being on the westerly outline of the residue of the Rapley property described in a deed from Potomac Enterprises, Inc. to William W. Rapley, et al, dated June 24, 1969, and recorded among the aforesaid Land Records in Liber 3874 at Folio 408; and running thence along part of said outline and also with the fortieth and part of the forty-first deed lines of the aforesaid Part Three, the two (2) following courses and distances;

- 1) South 13° 31' 19" East 704.43 feet to a concrete monument found; thence;

*AD 411*

Ferfax VA  
Annapolis MD  
Danville VA  
Gatherersburg MD  
Harrison VA

Mountaintop TN  
Raleigh NC  
Richmond VA  
Woodbridge VA

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DESCRIPTION OF  
170.00000 ACRE PARCEL  
TO BE CONVEYED TO THE  
WASHINGTON SUBURBAN SANITARY COMMISSION  
AVENEL  
POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND  
AUGUST 1, 1984  
PAGE 2

- 2) South 84° 48' 10" East 137.23 feet to a point; thence running in, through, over and across the aforesaid Part Three so as to divide a portion therefrom, the twelve (12) following courses and distances;
- 3) 695.34 feet along the arc of a curve deflecting to the right having a radius of 1,632.00 feet and a chord bearing South 28° 50' 41" West 690.09 feet to a point; thence
- 4) South 70° 48' 01" West 1,017.21 feet to a point; thence
- 5) South 10° 52' 21" East 200.00 feet to a point; thence
- 6) 2,035.33 feet along the arc of a curve deflecting to the right having a radius of 1,632.00 feet and a chord bearing North 65° 08' 41" West 1,905.97 feet to a point, said point being North 23° 08' 50" East 1,335.96 feet from a concrete monument with screw found at the end of the twenty-second or North 35° 41' 54" West 1,954.99 foot deed line of the aforesaid Part Three; thence
- 7) North 00° 45' 11" West 782.82 feet to a point; thence

Dewberry & Davis

*RAH*



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DESCRIPTION OF  
170.00000 ACRE PARCEL  
TO BE CONVEYED TO THE  
WASHINGTON SUBURBAN SANITARY COMMISSION  
AVENEL  
POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND  
AUGUST 1, 1984  
PAGE 3

- 8) 286.74 feet along the arc of a curve deflecting to the right having a radius of 1,432.00 feet and a chord bearing North 04° 59' 00" East 286.26 feet to a point; thence
- 9) North 33° 18' 42" East 183.52 feet to a point; thence
- 10) 728.21 feet along the arc of a curve deflecting to the right having a radius of 1,372.00 feet and a chord bearing North 33° 01' 09" East 719.69 feet to a point; thence
- 11) North 05° 12' 05" East 85.92 feet to a point; thence
- 12) 180.93 feet along the arc of a curve deflecting to the right having a radius of 1,432.00 feet and a chord bearing North 54° 21' 29" East 180.81 feet to a point; thence
- 13) North 03° 03' 36" West 224.45 feet to a point; thence
- 14) 2,455.10 feet along the arc of a curve deflecting to the right having a radius of 1,632.00 feet and a chord bearing South 75° 06' 27" East 2,230.06 feet to a point on the aforementioned 1,336.69 foot deed line; thence running with part of said line
- 15) South 10° 50' 10" West 646.59 feet to the place of beginning; containing 7,405,200 square feet or 170.00000 acres of land.

111/2

Dewberry & Davis

*AS ALL*



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0577, MSA\_CE63\_6632. Date available 06/22/2000

LIBER 6674 FOLIO 577

EXHIBIT D

# Dewberry & Davis



Engineers  
Architects  
Planners  
Surveyors

One West Park Plaza  
Gaithersburg, Maryland 20878  
(301) 948-4300

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October 4, 1984

DESCRIPTION OF  
PART OF THE PROPERTY OF  
ROCK RUN LIMITED PARTNERSHIP  
POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND

Being part of Part One, Part Two (Parcel One) and Part Three as described in a deed from Sheffield Enterprises, Inc., to Rock Run Limited Partnership, dated November 21, 1979, and recorded among the Land Records of Montgomery County, Maryland, in Liber 5437 at Folio 300; and being more particularly described in two (2) parts as follows:

PART ONE

Beginning for the same at a concrete monument found at the end of the sixth or North 11° 17' 30" West 361.76 foot deed line of the aforesaid Part Two (Parcel One), said monument also being at the end of the fourth or North 84° 27' 40" West 832.48 foot deed line of the aforesaid Part Three, and still said monument also being at the end of the nineteenth or North 12° 37' 22" West 344.37 foot deed line as described in a deed from Palisades Associates to the Maryland-National Capital Park and Planning Commission, dated May 19, 1981, and recorded among the aforesaid Land Records in Liber 5702 at Folio 360; and running thence reversely with part of both the said nineteenth deed line and the aforesaid sixth deed line;

*Au*

Paulas VA  
Annapolis MD  
Leesville VA  
Gaithersburg MD  
Marion VA  
Merrittown TN  
Raleigh NC  
Richmond VA  
Woodstock VA

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0578, MSA\_CE63\_6632. Date available 11/14/2000

DESCRIPTION OF  
PART OF THE PROPERTY OF  
ROCK RUN LIMITED PARTNERSHIP  
POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND  
OCTOBER 4, 1984  
PAGE 2

CLERK'S NOTATION  
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- 1) South 11° 27' 59" East 154.82 feet to a point; thence running in, through, over and across the land of the aforesaid Parts One, Two and Three, so as to divide a portion therefrom, the sixty-four (64) following courses and distances;
- 2) South 77° 25' 00" West 531.97 feet to a point; thence
- 3) North 56° 30' 00" West 160.00 feet to a point; thence
- 4) North 81° 05' 00" West 246.21 feet to a point; thence
- 5) North 56° 41' 17" West 671.37 feet to a point; thence
- 6) South 82° 35' 00" West 249.37 feet to a point; thence
- 7) South 34° 10' 00" West 196.00 feet to a point; thence
- 8) South 84° 20' 00" West 162.38 feet to a point; thence
- 9) North 66° 20' 00" West 390.06 feet to a point; thence
- 10) North 50° 21' 42" West 1,123.35 feet to a point; thence
- 11) North 57° 07' 46" West 814.38 feet to a point, said point being North 87° 05' 40" East 197.00 feet from a concrete monument with screw found at the end of the twenty-second or North 35° 41' 54" West 1,954.99 foot deed line of the aforesaid Part Three; thence

Dewberry & Davis

*AS AM*





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DESCRIPTION OF  
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POTOMAC (10TH) DISTRICT  
MONTGOMERY COUNTY, MARYLAND  
OCTOBER 4, 1984  
PAGE 3

- 12) North 28° 54' 46" West 862.50 feet to a point; thence
- 13) North 05° 27' 39" East 798.62 feet to a point; thence
- 14) North 09° 47' 10" West 321.60 feet to a point; thence
- 15) North 08° 39' 03" East 468.14 feet to a point; thence
- 16) North 42° 00' 00" West 182.00 feet to a point; thence
- 17) North 06° 36' 37" West 86.59 feet to a point; thence
- 18) North 01° 17' 10" West 469.95 feet to a point; thence
- 19) North 81° 15' 00" East 597.46 feet to a point; thence
- 20) North 38° 50' 00" East 431.73 feet to a point; thence
- 21) North 19° 35' 00" East 514.62 feet to a point, said point being on  
the southerly right of way line of proposed Bradley Boulevard  
(80.00 feet wide); thence running along said right of way line  
the two (2) following courses and distances
- 22) North 67° 15' 51" East 251.86 feet to a point; thence
- 23) 347.77 feet along the arc of a curve deflecting to the right having  
a radius of 1,160.00 feet and a chord bearing North 75° 51' 10"  
East 346.47 feet to a point, said point being South 37° 52' 10"  
West 1,897.51 feet from a concrete monument found on the  
westerly side of Persimmon Tree Road, said monument also being  
at the beginning of the thirty-sixth or South 22° 10' 10" East  
912.44 foot deed line of the aforesaid Part Three; thence

Dewberry & Davis

*R. M.*



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0580, MSA\_CE63\_6632. Date available 06/22/2009

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DESCRIPTION OF  
PART OF THE PROPERTY OF  
ROCK RUN LIMITED PARTNERSHIP  
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- 24) South 04° 00' 00" East 36.99 feet to a point; thence
- 25) South 06° 49' 07" West 579.33 feet to a point on the northerly  
outline of a proposed Washington Suburban Sanitary Commission  
parcel of land; thence running along the westerly and southerly  
outlines of said parcel, the twelve (12) following courses and  
distances
- 26) 100.00 feet along the arc of a curve deflecting to the left having a  
radius of 1,632.00 feet and a chord bearing South 63° 33' 05"  
West 99.98 feet to a point; thence
- 27) South 03° 03' 36" East 224.45 feet to a point; thence
- 28) 180.93 feet along the arc of a curve deflecting to the left having a  
radius of 1,432.00 feet and a chord bearing South 54° 21' 28"  
West 180.81 feet to a point; thence
- 29) South 05° 12' 05" West 85.92 feet to a point; thence
- 30) 728.21 feet along the arc of a curve deflecting to the left having a  
radius of 1,372.00 feet and a chord bearing South 33° 01' 08"  
West 719.69 feet to a point; thence
- 31) South 33° 18' 42" West 183.52 feet to a point; thence

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DESCRIPTION OF  
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- 32) 286.74 feet along the arc of a curve deflecting to the left having a radius of 1,432.00 feet and a chord bearing South 04° 59' 00" West 286.26 feet to a point; thence
- 33) South 00° 45' 11" East 782.82 feet to a point; thence
- 34) 2,035.33 feet along the arc of a curve deflecting to the left having a radius of 1,632.00 feet and a chord bearing South 65° 08' 40" East 1,905.97 feet to a point; thence
- 35) North 10° 52' 21" West 200.00 feet to a point; thence
- 36) North 70° 48' 01" East 1,017.21 feet to a point; thence
- 37) 453.38 feet along the arc of a curve deflecting to the left having a radius of 1,632.00 feet and a chord bearing North 33° 05' 31" East 451.92 feet to a point on the aforesaid right of way line of proposed Bradley Boulevard; thence running along said right of way line, the one (1) following course and distance
- 38) 289.69 feet along the arc of a curve deflecting to the left having a radius of 840.00 feet and a chord bearing South 67° 08' 29" East 288.26 feet to a point; thence
- 39) South 35° 05' 26" East 33.41 feet to a point; thence

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- 40) 113.16 feet along the arc of a curve deflecting to the left having a radius of 1,585.00 feet and a chord bearing South 04° 47' 42" West 113.13 feet to a point; thence
- 41) South 02° 45' 00" West 48.00 feet to a point; thence
- 42) South 09° 59' 05" West 82.29 feet to a point; thence
- 43) South 57° 28' 31" East 28.00 feet to a point; thence
- 44) North 64° 41' 39" East 37.64 feet to a point; thence
- 45) South 14° 30' 00" East 128.99 feet to a point; thence
- 46) South 86° 04' 19" East 284.67 feet to a point; thence
- 47) North 78° 52' 15" East 65.00 feet to a point; thence
- 48) North 69° 30' 15" East 235.49 feet to a point; thence
- 49) North 51° 00' 00" East 299.09 feet to a point; thence
- 50) North 41° 55' 00" East 607.57 feet to a point; thence
- 51) South 38° 00' 00" East 294.33 feet to a point; thence
- 52) South 53° 00' 00" East 134.37 feet to a point, said point being South 68° 16' 00" West 184.41 feet from a concrete monument found at the end of the first or South 50° 05' 30" West 1,169.97 foot deed line as described in a deed from the Board of Education of Montgomery County to Montgomery County, Maryland, dated April 19, 1978, and recorded among the aforesaid Land Records in Liber 5130 at Folio 211; thence

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0582, MSA\_CE63\_6632. Date available 06/18/2004.

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- 53) South 14° 00' 00" West 337.06 feet to a point; thence
- 54) South 06° 30' 00" East 397.00 feet to a point; thence
- 55) South 32° 45' 00" East 68.67 feet to a point; thence
- 56) South 12° 40' 00" West 257.51 feet to a point; thence
- 57) South 32° 30' 00" East 48.00 feet to a point; thence
- 58) South 11° 50' 00" East 58.96 feet to a point; thence
- 59) South 08° 30' 00" West 61.69 feet to a point; thence
- 60) South 55° 45' 00" West 304.28 feet to a point; thence
- 61) South 37° 31' 52" West 113.84 feet to a point; thence
- 62) South 28° 25' 00" West 540.00 feet to a point; thence
- 63) South 66° 25' 00" West 293.00 feet to a point; thence
- 64) South 61° 28' 27" West 280.35 feet to a point; thence
- 65) South 14° 45' 45" West 393.07 feet to place of beginning; containing  
11,535,229 square feet or 264.81241 acres of land.

SAVING AND EXCEPTING THEREFROM a parcel of land being described as follows:

Beginning for the same at a point at the true point of beginning, said point being North 29° 26' 27" West 387.40 feet from a concrete monument found at the end of the sixty-fifth or South 14° 45' 45" West 393.07 foot line of

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0584, MSA\_CE63\_6632. Date available 06/22/2000

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DESCRIPTION OF  
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the above described parcel, and running thence from the true point of beginn-  
ing in, through, over and across the above described parcel, the fifty-five  
(55) following courses and distances

- 1) South 76° 00' 14" West 347.31 feet to a point; thence
- 2) North 79° 09' 35" West 191.42 feet to a point; thence
- 3) North 58° 39' 14" West 847.74 feet to a point; thence
- 4) North 86° 05' 29" West 161.38 feet to a point; thence
- 5) South 51° 16' 48" West 148.68 feet to a point; thence
- 6) South 76° 45' 00" West 248.24 feet to a point; thence
- 7) North 56° 50' 00" West 207.32 feet to a point; thence
- 8) North 30° 45' 00" West 197.20 feet to a point; thence
- 9) North 16° 51' 30" East 241.37 feet to a point; thence
- 10) North 43° 48' 23" East 135.79 feet to a point; thence
- 11) South 85° 43' 19" East 509.42 feet to a point; thence
- 12) North 85° 14' 57" East 374.29 feet to a point; thence
- 13) North 59° 46' 58" East 210.62 feet to a point; thence
- 14) North 31° 34' 27" East 112.68 feet to a point; thence
- 15) North 04° 55' 21" West 209.77 feet to a point; thence
- 16) North 30° 02' 39" West 103.00 feet to a point; thence
- 17) North 11° 04' 38" West 84.00 feet to a point; thence

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- 18) North 24° 27' 38" East 43.01 feet to a point; thence
- 19) North 78° 55' 22" East 104.90 feet to a point; thence
- 20) North 11° 04' 38" West 13.86 feet to a point; thence
- 21) North 39° 07' 02" East 39.05 feet to a point; thence
- 22) North 78° 55' 22" East 376.85 feet to a point; thence
- 23) South 31° 00' 00" East 176.98 feet to a point; thence
- 24) South 64° 29' 10" East 121.89 feet to a point; thence
- 25) South 72° 50' 00" East 142.29 feet to a point; thence
- 26) North 84° 00' 00" East 79.08 feet to a point; thence
- 27) South 88° 00' 00" East 151.00 feet to a point; thence
- 28) North 62° 50' 00" East 105.40 feet to a point; thence
- 29) North 69° 35' 56" East 137.34 feet to a point; thence
- 30) North 54° 55' 00" East 136.93 feet to a point; thence
- 31) North 70° 30' 00" East 193.92 feet to a point; thence
- 32) North 89° 00' 00" East 126.00 feet to a point; thence
- 33) South 82° 44' 33" East 79.74 feet to a point; thence
- 34) South 52° 35' 00" East 126.00 feet to a point; thence
- 35) South 23° 00' 00" East 171.62 feet to a point; thence
- 36) South 28° 45' 00" West 144.17 feet to a point; thence
- 37) South 59° 35' 00" West 323.20 feet to a point; thence
- 38) South 29° 26' 03" West 174.40 feet to a point; thence

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- 39) South 62° 35' 00" West 90.00 feet to a point; thence
- 40) South 16° 30' 00" East 139.41 feet to a point; thence
- 41) South 45° 45' 00" West 265.21 feet to a point; thence
- 42) North 74° 50' 00" West 248.69 feet to a point; thence
- 43) North 55° 20' 00" West 98.54 feet to a point; thence
- 44) North 18° 10' 00" West 208.34 feet to a point; thence
- 45) North 08° 50' 00" East 136.58 feet to a point; thence
- 46) North 45° 15' 00" West 150.63 feet to a point; thence
- 47) North 13° 55' 00" West 132.83 feet to a point; thence
- 48) North 66° 00' 00" West 139.08 feet to a point; thence
- 49) South 26° 50' 00" West 157.44 feet to a point; thence
- 50) South 55° 40' 00" East 195.05 feet to a point; thence
- 51) South 01° 40' 00" West 239.83 feet to a point; thence
- 52) South 18° 50' 00" East 125.57 feet to a point; thence
- 53) South 32° 25' 00" East 331.00 feet to a point; thence
- 54) South 32° 24' 44" West 149.25 feet to a point; thence
- 55) South 10° 01' 08" West 304.65 feet to the place of beginning;  
containing 2,539,137 square feet or 58.29057 acres of land.

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*RAH*





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PART TWO

Beginning for the same at a point at the true point of beginning, said point being North 22° 44' 09" West 80.00 feet from the end of the twenty-second or North 67° 15' 51" East 251.86 foot line of the above described Part One, said point also being on the northerly right of way line of the aforesaid proposed Bradley Boulevard; and running thence from the true point of beginning in, through, over and across the aforementioned Part Three as described in Liber 5347 Folio 300, the eleven (11) following courses and distances, and also running along said right of way, the one (1) following course and distance

- 1) South 67° 15' 51" West 183.02 feet to a point; thence
- 2) North 33° 15' 00" West 387.80 feet to a point; thence
- 3) North 15° 50' 00" East 623.64 feet to a point; thence
- 4) North 35° 45' 00" East 679.26 feet to a point; thence
- 5) South 83° 02' 23" East 138.90 feet to a point; thence
- 6) North 45° 39' 22" East 157.59 feet to a point, said point being South 12° 39' 26" West 487.49 feet from a concrete monument found at the end of the thirtieth or South 73° 53' 00" East 1211.76 foot deed line of the aforesaid Part Three; thence
- 7) 237.92 feet along the arc of a curve deflecting to the left having a radius of 730.00 feet and a chord bearing South 71° 53' 06" East 236.87 feet to a point; thence

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- 8) South 11° 35' 00" West 707.03 feet to a point; thence
- 9) South 37° 15' 00" West 261.52 feet to a point; thence
- 10) South 20° 30' 00" West 493.20 feet to a point on the aforesaid north-  
erly right of way line; thence along said right of way line
- 11) 198.38 feet along the arc of a curve deflecting to the left having a  
radius of 1,240.00 feet and a chord bearing South 71° 50' 50"  
West 198.17 feet to the true point of beginning; containing  
902,144 square feet or 20.71038 acres of land.

Total net and combined areas of Parts One and Two is 9,898,236 square feet  
or 227.23223 acres of land.

TOGETHER WITH two (2) temporary sixty (60) feet wide easements and/or  
rights of way for ingress and egress across the aforesaid Part Three of Liber  
5437 at Folio 300; and being more particularly described in two (2) parts as  
follows:

PART ONE (TEMPORARY EASEMENT)

Beginning for the centerline of said sixty (60) feet wide easement, thirty  
(30) feet on each side of said centerline, at a point on the westerly right of  
way line of Holly Leaf Lane (60 feet wide) as shown on a plat of subdivision

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0588, MSA\_CE63\_6632. Date available 06/22/2000

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entitled "Lots 1 thru 5, 18 thru 22, 24, 25 and 27 thru 32, Block A, Outlot A and Lots 2 thru 6, Block B, and Outlots A, B, C, D, E, F, - Block A, Avenel" and recorded among the aforesaid Land Records in Plat Book 112 as Plat 13226, 30.00 feet South of the southeasterly front corner of Lot 6, Block B of same; and running thence for said centerline

- 1) North 80° 17' 16" West 736.63 feet to a point on the fifty-third or South 14° 00' 00" West 337.06 foot line of the above described Part One, 105.11 feet from the end thereof; containing 44,198 square feet or 1.01464 acres of land, more or less.

PART TWO (TEMPORARY EASEMENT)

Beginning for the centerline of said sixty (60) feet wide easement, thirty (30) feet on each side of said centerline, at a point at the end of the twenty-second or North 67° 15' 51" East 251.86 foot line of the above described Part One, said point also being on the southerly right of way line of the aforesaid Bradley Boulevard; and running thence for said centerline

- 1) North 22° 44' 09" West 80.00 feet to a point on the northerly right of way line of said Bradley Boulevard, said point also being the true point of beginning of the above described Part Two; containing 4,800 square feet or 0.11019 of an acre of land, more or less.

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SUBJECT TO a fifty (50) feet wide easement and/or right of way for ingress and egress across the above described Part One; and being more particularly described as follows:

Beginning for the baseline of said fifty (50) feet wide easement, thirty (30) feet left and twenty (20) feet right of said baseline, at a point on the forty-third or South 57° 28' 31" East 28.00 foot line of the above described Part One, 14.00 feet from the end thereof; and running thence for said baseline

- 1) 330.93 feet along the arc of a curve deflecting to the left and having a radius of 445.00 feet and a chord bearing South 11° 13' 14" West 323.35 feet to a point; thence
- 2) South 10° 05' 00" East 100.00 feet to a point; thence
- 3) 69.17 feet along the arc of a curve deflecting to the right having a radius of 350.00 feet and a chord bearing South 04° 25' 18" East 69.06 feet to a point on the twenty-fourth or South 64° 29' 10" East 121.89 foot line of the above described Saving and Excepting Parcel, 38.78 feet from the beginning thereof; containing 25,005 square feet or 0.57404 of an acre of land, more or less.

SUBJECT ALSO TO rights of way for sanitary sewer as described in Liber 3764 at Folio 122.

H1/4

Dewberry & Davis

*AV* *4/11*



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EXHIBIT E

SUMMARY OF RELEVANT PROVISIONS OF DEVELOPMENT AGREEMENT

Between

ROCK RUN LIMITED PARTNERSHIP

and

TOURNAMENT PLAYERS CLUB AT AVENEL, INC.

DATE OF DEVELOPMENT AGREEMENT: \_\_\_\_\_, 1984

PARTIES: Rock Run Limited Partnership, a Maryland limited partnership ("Rock Run")  
and  
Tournament Players Club at Avenel, Inc., a Maryland corporation ("TPC").

- PROPERTIES AFFECTED: (1) Approximately two hundred twenty-five (225) acres of the Avenel Farm property (the "TPC Land") to be reconveyed by the Washington Suburban Sanitary Commission ("WSSC") to TPC for construction thereon of an eighteen (18) hole championship golf course and related improvements (the "Golf Course") pursuant to the terms of the Agreement for Sale between WSSC and TPC dated \_\_\_\_\_, 1984; and  
(2) Approximately five hundred fifty-three (553) acres of the Avenel Farm property (the "ROCK RUN Land") to be retained by ROCK RUN for residential development (the "Development").

GOLF COURSE DESIGN: TPC will submit to ROCK RUN the final designs of the Golf Course, which designs shall be subject to the reasonable approval of ROCK RUN in order to maximize compatibility with the surrounding Development.

*R Hill*

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**DESIGN OF THE DEVELOPMENT:** The development will be a first-class residential development which shall be subject to certain restrictive covenants in order to maximize compatibility with the Golf Course. Certain portions of the ROCK RUN Land shall be made available to TPC for tournament parking on a permanent basis. ROCK RUN agrees to provide access over the ROCK RUN Land to the TPC Land from surrounding public streets.

**CONSTRUCTION OF THE GOLF COURSE:** TPC will commence construction of the Golf Course on or before the date on which it acquires legal title to the TPC Land from WSSC. Subject to force majeure, TPC agrees to complete construction of the Golf Course within thirty (30) months after the aforesaid conveyance.

**MUTUAL INDEMNITY AND INSURANCE:** TPC and ROCK RUN each agree to indemnify and hold the other harmless and to provide insurance naming the other as a party insured during construction of the Golf Course and development, respectively.

**OPERATION OF THE CLUB:** The Club to be operated by TPC on the Golf Course shall be known as "The Tournament Players Club at Avenel". Original purchasers of lots or buildings on the ROCK RUN Land are to be afforded an opportunity to join the Club.

**MUTUAL LICENSE OF MARKS AND NAMES:** Pursuant to a separate license agreement, PGA TOUR, TPC and ROCK RUN agree to permit each other to use their respective trade marks or trade names subject to certain controls and standards and the payment of certain consideration.

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ADDITIONAL EASEMENTS:

TPC and ROCK RUN agree to cooperate with one another in granting additional easements or licenses to one another over, under, across and through the property of each other as may reasonably be required in order to promote the orderly and compatible construction and operation of the Golf Course and the Development, respectively. The parties further agree to cooperate with WSSC should it reasonably require additional easements or licenses over, under, across and through the TPC Land and ROCK RUN Land in connection with future construction and operation of the treatment plant to be located on the adjacent land being conveyed to WSSC for such purpose by ROCK RUN pursuant to the Agreement for Sale between WSSC and ROCK RUN dated \_\_\_\_\_, 1984.

RECORDATION OF MEMORANDUM  
OF DEVELOPMENT AGREEMENT:

TPC and ROCK RUN shall execute a memorandum of the Development Agreement to be recorded among the land records of Montgomery County, Maryland.

*RH*

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0594, MSA\_CE63\_6632. Date available 06/22/2005

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EXHIBIT "F"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this \_\_\_\_ day of \_\_\_\_\_, 1985, between ROCK RUN LIMITED PARTNERSHIP, 10220 River Road, Potomac, Maryland 20854, a limited partnership organized under the laws of Maryland ("Grantor"), and the WASHINGTON SUBURBAN SANITARY COMMISSION, 4017 Hamilton Street, Hyattsville, Maryland 20781, a public agency organized under the laws of Maryland ("Grantee").

W I T N E S S E T H

THAT IN CONSIDERATION of the sum of Eleven Million Dollars (\$11,000,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all those certain plots, pieces or parcels of land situated, lying and being in the County of Montgomery, State of Maryland, the legal descriptions of which are set forth in Schedules "A" and "B" attached hereto and made a part hereof (the "Properties"),

TOGETHER WITH any and all buildings and improvements located thereon; and

TOGETHER WITH all right, title and interest, if any, of Grantor in and to the streets, roads or avenues, open or

*R/LL*



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proposed, in front of or abutting the Property to the center lines thereof, and all right, title and interest of Grantor in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Property by reason of change of the grade of any such street, road or avenue; and

TOGETHER WITH the appurtenances and hereditaments and all estate and right of Grantor in and to the Property and all easements benefitting the Property; and

TOGETHER WITH

[Insert description of easements benefitting the WSSC Property: influent and effluent pipes, temporary construction access easements for development of the AWT Plant]

BUT SUBJECT TO,

[Insert description of Golf Facility access road easement and temporary construction access easements necessary for development of the Golf Facility]

GRANTOR does hereby certify and make affidavit under penalties of perjury that the actual consideration paid or to be paid for this conveyance, including the amount or any mortgage or Deed of Trust assumed by the Grantee, is as stated above.

AND GRANTOR, for itself, its successors and assigns, covenants and warrants unto Grantee, its successors and assigns that it is lawfully seized of the Property in fee simple and has the right to convey the same in the fee simple; that it will

*RAH*

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LIBER 6 6 7 4 FOLIO 5 9 6

specially warrant the Property hereby conveyed; and that it will execute such further assurances as may be requisite.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the date first above written.

ROCK RUN LIMITED PARTNERSHIP  
a Maryland limited partnership

By: Potomac Investment Associates,  
General Partner

By \_\_\_\_\_ (L.S.)  
Anthony M. Natelli  
General Partner

*AN*  
- 3 -

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PROPERTY INFORMATION

- 1. Parcel Identifier: \_\_\_\_\_
- 2. Property Address: \_\_\_\_\_  
\_\_\_\_\_
- 3. Grantor's Address: c/o Potomac Investment Associates  
10220 River Road  
Potomac, Maryland 20854
- 4. Grantee's Address: Washington Suburban Sanitary  
Commission  
4017 Hamilton Street  
Hyattsville, Maryland 20781
- 5. Title Insurer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that this instrument has been prepared under supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

*R 44*  
- 4 -

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0598, MSA\_CE63\_6632. Date available 06/22/2008

ACKNOWLEDGMENT

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STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) ss.:

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anthony M. Natelli, personally known to me and known to me to be a General Partner of Potomac Investment Associates, General Partner of Rock Run Limited Partnership; and known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon the oath severally acknowledged that as a General Partner, he signed and delivered the said instrument as the free and voluntary act and deed of said Potomac Investment Associates, as General Partner of Rock Run Limited Partnership.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on:  
\_\_\_\_\_

*R. Bill*  
- 5 -

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6674, p. 0599, MSA\_CE63\_6632. Date available 06/22/2000

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EXHIBIT "G"

DEED

THIS DEED, made this \_\_\_ day of \_\_\_\_\_, 1985,  
between the WASHINGTON SUBURBAN SANITARY COMMISSION, 4017  
Hamilton Street, Hyattsville, Maryland 20781, a public agency  
organized under the laws of Maryland ("Grantor"), and  
TOURNAMENT PLAYERS CLUB AT AVENEL, INC., a corporation  
organized under the laws of Maryland which is a wholly owned  
subsidiary of PGA TOUR, Inc., Sawgrass, Ponte Vedra Beach,  
Florida 32082, a corporation organized under the laws of  
Maryland ("Grantee"),

W I T N E S S E T H:

THAT IN CONSIDERATION of the sum of Ten Dollars  
(\$10.00) and other good and valuable consideration, the receipt  
and sufficiency of which are hereby acknowledged, GRANTOR has  
granted, bargained, sold and conveyed, and by these presents  
does grant, bargain, sell, convey and confirm, unto Grantee,  
its successors and assigns forever, all that certain plot,  
piece or parcel of land situate, lying and being in the County  
of Montgomery, State of Maryland, the legal description of  
which is set forth in Schedule "A" attached hereto and made a  
part hereof (the "Property"),

TOGETHER WITH any and all buildings and improvements  
located thereon; and

*AS 7/11*

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TOGETHER WITH all right, title and interest, if any, of Grantor in and to the streets, roads or avenues, open or proposed, in front of or abutting the Property to the center lines thereof, and all right, title and interest of Grantor in and to any award for damage to the Property by reason of change of the grade of any such street, road or avenue;

TOGETHER WITH the appurtenances and hereditaments and all estate and right of Grantor in and to the Property and all easements benefitting the Property; and

TOGETHER WITH

[Insert description of easements with respect to the Initial Driving Range Area, the Alternative Driving Range Area, the PGA TOUR Access Easement described in Exhibits I and J to the Master Agreement, temporary construction access easements and any other easements burdening the WSSC Property for the benefit of the PGA TOUR Property]

BUT SUBJECT TO,

[Insert description of the WSSC Easement for Influent and Effluent Pipes as described in Exhibits I and J to the Master Agreement, easements for equestrian trails, temporary construction access easements necessary for development of WSSC Property, and any other easements burdening the PGA TOUR Property for the benefit of the WSSC Property]

SUBJECT TO the following terms and conditions:

*RS All*

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Clare E. Worthington  
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1. Grantee, by acceptance of this Deed, expressly agrees for itself, its successors and assigns, that the Property shall be kept in perpetuity as a single tract and used only for the purpose of (a) constructing, maintaining, owning and operating thereon a Golf Facility as defined in the Agreement for Sale, dated as of March \_\_, 1985, by and between Grantor and Grantee, for uses incidental to that purpose, (b) for other recreational purposes subject to the consent of Grantor, Montgomery County and the homeowner's association of the owners of the residential units to be constructed on the property described in Schedule "B" attached hereto and made a part hereof (Homeowner's Association), which shall not be unreasonably withheld, and which do not involve a more intensive use of the Property than the Golf Facility and do not have a material, adverse impact upon the adjoining residential community to be located on the property described in Schedule "B" attached hereto and made a part hereof, or (c) as an open space which serves as a buffer around any waste water treatment facility which Grantor may construct on Grantor's property described in Schedule "C" attached hereto and made a part hereof, and that no other use of the Property shall be permitted. This covenant is made for the benefit of Grantor, Montgomery County, Rock Run Limited Partnership and the owners of residential units to be constructed on the property described in Schedule "B" attached hereto and made a part hereof, and shall burden Grantee, its successors and assigns. This covenant shall run with and burden the Property and shall

*At Will*

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be enforceable in perpetuity by Grantor or by Montgomery County (unless Grantor or Montgomery County shall terminate its respective right to benefit under such covenant), by Rock Run Limited Partnership, so long as it owns an interest in such land, by any homeowner for whose benefit it is made, and by any duly constituted homeowners or condominium association made up of some or all of the owners of residential units to be constructed on the property described in Schedule "B".

GRANTOR does hereby certify and make affidavit under penalties of perjury that the actual consideration paid or to be paid for this conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is as stated above.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed on the date first above written.

WASHINGTON SUBURBAN SANITARY  
COMMISSION

By \_\_\_\_\_ (L.S.)  
Ann Landry Lombardi  
Chairman

*RA* 94



PROPERTY INFORMATION

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- 1. Parcel Identifier \_\_\_\_\_
- 2. Property Address \_\_\_\_\_  
\_\_\_\_\_
- 3. Grantor's Address Washington Suburban Sanitary  
Commission  
4017 Hamilton Street  
Hyattsville, Maryland 20781
- 4. Grantee's Address c/o PGA TOUR, Inc.  
Sawgrass  
Ponte Vedra Beach, Florida 32082
- 5. Title Insurer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that this instrument has been prepared under supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

*A* *1/4*

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ACKNOWLEDGEMENT

STATE OF MARYLAND                    )  
  )     ss.:  
COUNTY OF MONTGOMERY            )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ANN LANDRY LOMBARDI, personally known to me and known to me to be Chairman of the Washington Suburban Sanitary Commission and known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon the oath severally acknowledged that as its Chairman, she signed and delivered the said instrument as the free and voluntary act and deed of said Washington Suburban Sanitary Commission.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on:  
\_\_\_\_\_

*Handwritten signature*

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

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Client's Signature  
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SCHEDULE "B"

LEGAL DESCRIPTION OF ROCK RUN LIMITED  
PARTNERSHIP PROPERTY

*RJA*

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SCHEDULE "C"

LEGAL DESCRIPTION OF GRANTOR'S  
PROPERTY

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