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THIS DEED

After Recording, Remit to:  
The Maryland-National Capital Park  
and Planning Commission  
6600 Kenilworth Avenue  
Riverdale, Maryland 20737-0707  
Attention: Robert M. Arciprete

Tax Account Nos.:  
14-169953-7 P. 124  
14-169952-9 P. 153

MADE THIS 31<sup>st</sup> day of March, 1995, by and between  
the DISTRICT OF COLUMBIA, a municipal corporation, party of the  
first part, and THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING  
COMMISSION, a public body corporate, party of the second part:

W I T N E S S E T H, that in consideration of the sum of FOUR  
MILLION ONE HUNDRED FIVE THOUSAND SIX HUNDRED SIXTY-FOUR  
(\$4,105,664.00) DOLLARS, receipt of which is hereby  
acknowledged, and which party of the first part certifies under  
the penalties of perjury as the actual consideration paid or to  
be paid, including the amount of any mortgage or Deed of Trust  
outstanding, the said party of the first part does grant and  
convey unto the party of the second part, in FEE SIMPLE, as sole  
tenant, it's successors or assigns, all that property situate in  
PRINCE GEORGE'S COUNTY, State of Maryland,

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART  
HEREOF FOR LEGAL DESCRIPTION

EXCESS PROFIT COVENANT

With respect to the property described in this deed, if at  
any time within a twenty (20) year period from the date of the  
recordation of this Deed, the Grantee, or any subsequent  
purchaser, shall enter into any agreement to sell, lease,  
exchange, or in any other manner dispose of the property, either  
in a single transaction or in a series of transactions, it is  
covenanted and warranted that all proceeds received or to be  
received by the Grantee from disposition subsequent hereto, less  
the Grantee's or a subsequent purchaser's actual allowable costs  
will be remitted to the Grantor.

(a) For purposes of this covenant, the Grantee's or a  
subsequent purchaser's allowable costs shall include the  
following:

- (1) The purchase price or consideration for disposition of the property;
- (2) All costs of property management incurred by Grantee from the date of transfer until the date of settlement for any subsequent sale to any third party
- (3) The direct costs actually incurred and paid for improvements which serve only the property, including design,

Front Foot Benefit Charges not affected by this deed  
WASHINGTON SUBURBAN SANITARY COMMISSION  
CLERK OF THE  
CIRCUIT COURT  
By Amey J. James  
Property Assessment Supervisor

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engineering, road construction, storm and sanitary sewer construction, other public facilities or utility construction, grading, and other site or public improvements;

(4) All costs incurred in connection with the environmental obligations contained in Section XI of the Contract of Sale of Real Property between the parties dated the 28th day of December, 1993 including, but not limited to, the cost of removal of asbestos, or other hazardous or toxic materials existing on the Property at the time of conveyance to Grantee. Notwithstanding the foregoing, to the extent that the total of the proposed costs of site restoration associated with this sub-paragraph shall exceed Two Million and 00\100 (\$2,000,000.00) Dollars, the Grantee shall so notify the Grantor and the Grantor shall have the right to review any proposed unincurred costs. Within ninety (90) days of the date notice is sent to the Grantor, the Grantor shall procure for the Grantee a contract, acceptable to Grantee, for the performance of work contemplated in the Grantee's proposed restoration plan. In the event that the Grantor shall fail to procure and provide a contract for the performance of the aforementioned work, acceptable to the Grantee, within the ninety day period contemplated herein, the Grantee shall be deemed authorized to proceed with the work and all costs associated therewith shall be deemed allowable for the purposes of this Agreement;

(5) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

(b) None of the allowable costs described in paragraph (a) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

(c) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or subsequent purchasers, shall submit to the Grantor an annual report of any dispositions of the property described in this Deed, or portions of the property, within the twenty year covenant period, with said annual report to be forwarded to the Grantor on the anniversary date of this deed. Each report will identify the property involved in the transaction and will contain such of the following items of information as are applicable at the time of submission:

(1) A description of each portion of the property that has been disposed of by sale, leasehold interest, exchange, or other form of disposition;

(2) The sale price or consideration for each such portion disposed of;

(3) The identity of each purchaser;

(4) The proposed land use; and

(5) The enumeration of any allowable costs incurred and paid that would offset any realized profit. If no resale has been made, the report shall so state.

(D) The Grantor may monitor the Property and shall have the right to inspect Grantee's or any subsequent purchaser's records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it

deems reasonable and prudent to recover any excess profits realized through the disposition of the Property. Allocation of the allowable expenses shall be determined by the Grantee, upon consultation with the Grantor.

SUBJECT TO covenants, easements and restrictions of record.

TO HAVE AND TO HOLD said land above described or mentioned and hereby intended to be conveyed, together with the buildings, and improvements thereon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said party of the second part in fee simple.

BEING a part of the same property described in Liber 7221 at folio 342, among the said Land Records.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.

WITNESS THEIR HANDS AND SEALS, the day and year first above written.

DISTRICT OF COLUMBIA,  
a municipal corporation

Attest:

Marianne Coleman Niles BY: [Signature] (SEAL)

DISTRICT OF COLUMBIA, to wit: -

I HEREBY CERTIFY that on this 31<sup>st</sup> day of March, 1995, before me, the undersigned subscriber, a notary public for the District of Columbia, did personally appear Marianne Coleman Niles, ~~John S. [Signature]~~, who acknowledged himself/herself to be the Mayor of the DISTRICT OF COLUMBIA, a municipal corporation, and as such did acknowledge that he/she executed the foregoing deed as his/her act on behalf of the DISTRICT OF COLUMBIA for the purposes therein contained, and that the foregoing conveyance was duly authorized.

Mayor

Marianne Coleman Niles

WITNESS MY HAND AND NOTARIAL SEAL.

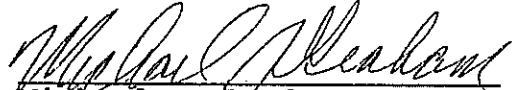
[Signature]  
Notary Public

My Commission Expires: My Commission Expires May 14, 1999

I CERTIFY that this instrument was prepared under the supervision of an attorney admitted to practice before the Court

10103. 627

of Appeals of Maryland

A handwritten signature in cursive script, appearing to read "Michael J. Graham".

Michael J. Graham, Attorney

## SCHEDULE "A"

SEPTEMBER 18, 1990

## DESCRIPTION OF THE LAND OF

DISTRICT OF COLUMBIA, A MUNICIPAL CORPORATION

BOWIE (14TH) DISTRICT

PRINCE GEORGE'S COUNTY, MARYLAND

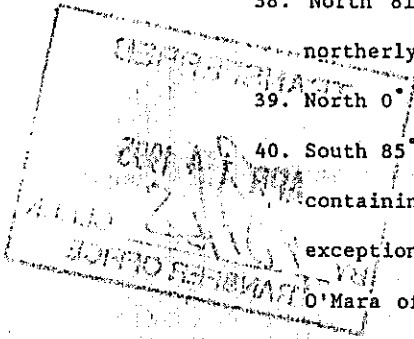
Being part of the property acquired by the District of Columbia, a municipal corporation, from the United States of America, acting by and through the Administrator of General Services, by quitclaim deed dated January 19, 1989 and recorded among the Land Records of Prince George's County, Maryland in Liber 7221 at Folio 342 and said property being shown on a plat of survey entitled "Boundary Survey of property of District of Columbia" dated June 6, 1989, prepared by Greenhorne & O'Mara, Inc., Greenbelt, Maryland.

Beginning for the same at a point on the easterly line of Glendale Road (30' Wide), as now laid out and existing, said point being 345.00 feet northerly along said line from the intersection of the northerly line of Annapolis Road or Maryland State Route 450 (60' Wide), as now laid out and existing, and the aforesaid easterly line of Glendale Road and running with and binding on said easterly line the following two (2) courses and distances:

1. North 3° 50' 57" West, 1476.94 feet; thence,
2. North 5° 23' 00" East, 21.32 feet to a point; thence leaving said easterly line and crossing said Glendale Road
3. South 88° 46' 54" West, 30.20 feet to a point on the northerly line of Bell Road (30' Wide), as now laid out and existing; thence running with and binding on said northerly line
4. North 71° 01' 47" West, 804.66 feet to a point; thence leaving said northerly line and running with and binding on the easterly line of the land of John T. Hardisty recorded in Liber 4454 at Folio 895 and the easterly line of a subdivision entitled "Lincoln" recorded in Plat Book BDS 1 as Plat No. 67 the following two (2) courses and distances:
5. North 10° 48' 56" East, 2712.34 feet; thence,
6. North 2° 09' 22" West, 35.39 feet to a stone found; thence running with and binding on the southerly line of the land of Roland E. Thomas recorded in Liber 344 at Folio 333

7. North  $86^{\circ} 05' 38''$  East, 187.34 feet to a re-bar found; thence leaving said southerly line and running with and binding on the outline of the land of James A. Schneider recorded in Liber 4766 at Folio 32 the following two (2) courses and distances:
8. South  $3^{\circ} 10' 55''$  East, 235.72 feet to a nail in stone found; thence,
9. North  $86^{\circ} 46' 54''$  East, 904.91 feet to a point; thence crossing said Glendale Road
10. North  $86^{\circ} 46' 54''$  East, 30.00 feet to a point on the said easterly line of Glendale Road; thence running with and binding on said easterly line
11. North  $2^{\circ} 23' 14''$  West, 236.66 feet to a point; thence leaving said easterly line and running with and binding on the outline of the land of Wilson L. Darrow, et al, recorded in Liber 5958 at Folio 358 the following two (2) courses and distances:
12. North  $87^{\circ} 32' 46''$  East, 361.62 feet to an iron pipe found; thence,
13. North  $3^{\circ} 12' 14''$  West, 68.39 feet to a point; thence running with and binding on the outline of the land of Richard Merchant recorded in Liber 3191 at Folio 290 the following four (4) courses and distances:
14. South  $66^{\circ} 57' 05''$  East, 202.43 feet; thence,
15. South  $63^{\circ} 56' 54''$  East, 220.22 feet; thence,
16. South  $16^{\circ} 53' 03''$  East, 309.05 feet; thence,
17. South  $23^{\circ} 38' 41''$  East, 287.97 feet to a point; thence running with and binding on the westerly lines of the land of the U.S.A. recorded in Liber 145 at Folio 457 and the land of Perry B. Cowgill recorded in Liber 5368 at Folio 948 the following fifteen (15) courses and distances:
18. South  $16^{\circ} 09' 57''$  West, 124.57 feet; thence,
19. South  $21^{\circ} 40' 23''$  West, 148.97 feet; thence,
20. South  $13^{\circ} 39' 45''$  West, 161.47 feet; thence,
21. South  $44^{\circ} 11' 51''$  West, 151.67 feet; thence,
22. South  $33^{\circ} 41' 14''$  West, 185.92 feet; thence,
23. South  $10^{\circ} 39' 29''$  West, 215.51 feet; thence,
24. South  $7^{\circ} 52' 12''$  East, 181.22 feet; thence,
25. South  $39^{\circ} 25' 06''$  East, 106.11 feet; thence,
26. South  $29^{\circ} 24' 13''$  East, 296.55 feet; thence,

27. South 19° 53' 20" East, 268.86 feet; thence,
28. South 16° 23' 00" East, 185.83 feet; thence,
29. South 21° 23' 28" East, 119.27 feet; thence,
30. South 21° 23' 28" East, 120.59 feet to an iron pipe found; thence,
31. South 42° 23' 25" East, 148.50 feet; thence,
32. South 43° 06' 40" East, 442.95 feet to a PK nail in concrete found; thence running with and binding on the westerly line of the land of E. Burton Tidler recorded in Liber 4247 at Folio 716
33. South 5° 21' 44" East, 396.55 feet to a PK nail in concrete found; thence running with and binding on the outline of the land of Glendale Limited Partnership recorded in Liber 6950 at Folio 258 the following two (2) courses and distances:
34. South 85° 42' 53" West, 917.96 feet; thence,
35. South 3° 06' 39" East, 1376.34 feet to a point on the aforesaid northerly line of Annapolis Road; thence running with and binding on said northerly line the following three (3) courses and distances:
36. North 88° 39' 18" West, 402.93 feet; thence,
37. 566.12 feet along the arc of a curve deflecting to the right and having a radius of 4304.92 feet and a chord bearing and distance of North 84° 53' 15" West 565.72 feet; thence,
38. North 81° 07' 13" West, 41.84 feet to a point; thence leaving said northerly line and running
39. North 0° 20' 55" East, 426.91 feet; thence,
40. South 85° 45' 53" West, 377.53 feet to the point of beginning; containing 9,355,219 square feet or 214.7663 acres of land, less the exceptions as shown on the aforesaid plat of survey by Greenhorne & O'Mara of 303,702 square feet or 6.9720 acres of land, for a net area of 9,051,517 square feet or 207.7943 acres of land, more or less.



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All Taxes on assessments certified to the  
Collector of Taxes for Prince George's  
County, Md. by 4/14/95 have been paid  
Dept. of Finance Prince George's County  
Md. This statement is for recordation and is not  
assurance against further taxation even  
for prior periods, nor does it guarantee  
satisfaction of outstanding tax sales.

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**TRANSFERRED**  
**APR 14 1995**  
BY [Signature] CLERK  
TRANSFER OFFICE

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