

DECLARATION OF JOINT ACCESS AND UTILITY EASEMENT

THIS DECLARATION OF JOINT ACCESS AND UTILITY EASEMENT (the "Declaration") made this 9th day of September, 1996, by LDG INC. and E. BROOKE LEE, JR. PROPERTIES INC. (collectively the "Declarant").

Recitals:

1. Declarant is the owner of Lot 3 ("Lot 3") in the subdivision known as "Final Plat, Lot 3, Plat Three, Section II, Twin Ridge Professional Park" per plat thereof recorded in the Land Records of Frederick County, Maryland in Plat Book 59 at Page 10 (the "Plat").
2. Declarant is also the owner of the property adjacent to Lot 3, which is intended to be platted as Lot 4 ("Proposed Lot 4").
3. The Plat creates an easement area described as a "50' x 65' Common Access Entrance Easement for Lots 3 and Lot 4" (the "Easement Area").
4. Declarant, as the owner of Lot 3 and Proposed Lot 4, wishes to create a non-exclusive easement for vehicular and pedestrian ingress and egress and utilities over the Easement Area on the Plat.

NOW, THEREFORE, Declarant hereby declares as follows:

JOINT ACCESS AND UTILITY EASEMENT

1. Declarant, as the owner of Lot 3 and Proposed Lot 4, hereby grants, declares and creates for the benefit of itself, as the owner of Lot 3 and Proposed Lot 4, and its successors and assigns forever, a perpetual non-exclusive joint access and utility easement on, over and across the Easement Area for reasonably direct vehicular and pedestrian access and egress to and from Lot 3 and Proposed Lot 4 to Rising Ridge Road and for the installation, repair and maintenance of any utility services reasonably necessary for the use of Lot 3 and Proposed Lot 4.
2. The joint access and utility easement created hereby shall be deemed for the benefit of all present and future fee owners of Lot 3 and Proposed Lot 4, as well as those occupying said Lots under permission of said owners (which term shall hereinafter be deemed to include their tenants, invitees, guests, visitors and licensees), as well as the successors and assigns of said owners of said Lots, and shall be deemed a covenant running with the land.
3. The cost of reasonable repair and maintenance (including snow removal) of any improvements in the Easement Area, including the joint driveway located within the Easement Area shall be equally shared by the owners of Lots 3 and Proposed Lot 4. The cost of installation, repair and maintenance of any utility shall be borne solely by the owner of the Lot benefited thereby.
4. In the event the joint driveway located within the Easement Area is destroyed or damaged, the owners of Lot 3 and Proposed Lot 4 shall attempt to agree upon the method and cost of repair of same and the duties of each with respect thereto. However, if the owners fail to reach an agreement, either of the owners may restore all or any portion of it, and the other owner shall contribute to the cost of such restoration hereof in the proportions above set forth, without prejudice however, to the right of any such owner of any Lot to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event an owner shall have a responsibility to contribute to the repair or restoration of the joint driveway but shall fail to do so within thirty (30) days after written notice from the owner of the other Lot supported by invoices, bills, etc., such defaulting owner shall be liable to the other owner for all costs of collection, including reasonable attorneys fees and court costs.

5. No person shall in any way interfere with the free and unobstructed use by said owners of the benefited Lots of the joint driveway located within the Easement Area.

INDIVIDUAL DRIVEWAYS

Each owner shall have the right to connect a driveway to the joint driveway in the Easement Area. Notwithstanding the maintenance and repair provisions relating to the Easement Area as set forth above, the portion of an owner's driveway located within the Easement Area shall be maintained and repaired by the respective owner.

PROVISIONS APPLICABLE TO ALL EASEMENTS

1. The obligations of any party hereby shall apply only with respect to the period of time during which such party is the owner of a fee simple interest in a Lot and when such party ceases to own a fee simple interest therein, the obligations thereafter accruing with respect to such Lot shall be the obligations of its successor in ownership and interest.

2. Irrespective of the fact that all of the Lots may be or come within common ownership, the terms and provisions of this Declaration and the rights and obligations set forth herein shall not be deemed to merge with the holding or acquisition of said fee ownership.

3. The terms and provisions of this Declaration shall be governed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this document as of the day and year first above written.

WITNESS

LDG INC.

One Gustafson

By: *E. Brooke Lee, III*
E. Brooke Lee, III,
President

E. BROOKE LEE, JR. PROPERTIES, INC.

One Gustafson

By: *E. Brooke Lee, III*
E. Brooke Lee, III,
Vice President

This is to affirm that there was no consideration paid in connection with the granting of this easement.

Robert Brunel

IMP TO DISC :	8.00
RECORDING FEE	20.00
TOTAL	28.00
REG FEE:	20.00
BOOK FLS	20.00
SEP 03 1998	0417 42

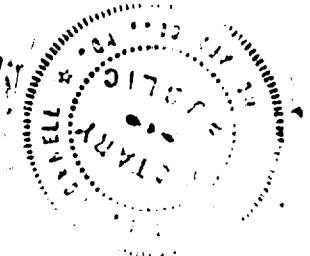
STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this 9th day of September, 1996, before me, the undersigned officer, personally appeared E. Brooke Lee, III, who acknowledged himself to be the President of LDG Inc., a Maryland corporation and he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

Robert L. Brownell
Notary Public
R L Brownell



My Commission Expires: 7-18-98

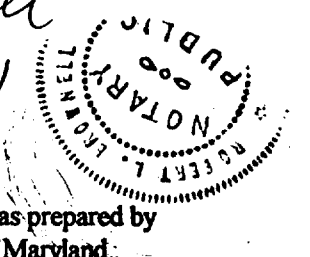
STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this 9th day of September 1996, before me, the undersigned officer, personally appeared E. Brooke Lee, III, who acknowledged himself to be the Vice President of E. Brooke Lee, Jr. Properties, Inc., a Maryland corporation and he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In Witness Whereof, I hereunto set my hand and official seal.

Robert L. Brownell
Notary Public
R L Brownell



My Commission Expires: 7-18-98

This is to certify that this Declaration of Joint Access and Utility Easement was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Robert L. Brownell
Robert L. Brownell

SEP 23 1996
Return to: Wheeler & Korpech
8601 Georgia Ave. S-700
Silver Spring Md 20910

Wheeler, J. Korpech

SEP 23 1996

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8K2223PG0004

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26753
\$2,350,000.00

FD-21RVW
09096:RVW

**DEED OF TRUST
AND SECURITY AGREEMENT**

THIS DEED OF TRUST AND SECURITY AGREEMENT (hereinafter referred to as "Deed of Trust") is made and delivered this 9th day of September, 1996, by Ridgeville Joint Venture, a Maryland general partnership, LDG Inc., a Maryland corporation, and E. Brooke Lee, Jr. Properties, Inc., a Maryland corporation (hereinafter referred to as "Grantors"), to Richard H. Ohnmacht and William W. Drummond, both being residents of the State of Maryland (both being hereinafter referred to as "Trustees").

WITNESSETH, that Grantors, in consideration of the premises and One Dollar (\$1.00) lawful money of the United States of America, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Trustees the Grantors' fee simple title to those lots or tracts of land and rights of way, easements, and other appurtenances relating to such lots, situate in Frederick County, State of Maryland, being more particularly described in EXHIBIT A attached hereto and made a part hereof (herein referred to as the "Land").

TOGETHER with any and all buildings, structures and improvements (the "Improvements") erected or hereafter erected on said Land;

TOGETHER with all right, title and interest of Grantors, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land;

TOGETHER with all right, title and interest of the Grantors now owned or hereafter acquired in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Land;

TOGETHER with all right, title and interest of Grantors, now owned or hereafter acquired in and to any and all fixtures, and all machinery, equipment, chattels, goods and other articles of property, whether real estate or not, and every other article, chattel or thing used, or to be used, or placed, or to be placed, in the buildings, structures and improvements of every nature (the "Improvements"), whether hereinafter enumerated or not, and whether or not affixed to the Improvements or the Land and which are used or useful in the operation of the Land or the Improvements erected or hereafter erected thereon, or any part thereof, including, without limitation, the following: All electrical equipment and fixtures; all communications equipment and paraphernalia; heating and air conditioning and generating equipment and fixtures; plumbing fixtures and equipment; all building and construction materials and equipment; all fill dirt and topsoil; all trees, shrubs, sod, and landscaping materials; all sewer and water taps and agreements pertaining thereto; and all sewer and/or water pipes, utility lines and material usable for construction of public utilities, facilities and improvements, now or hereafter delivered to the Land or the Improvements and intended to be installed therein, and all of said articles of property, the specific enumerations herein not excluding the general, and all renewals or replacements to any of the foregoing, all additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of the Grantors in and to all property of any nature whatsoever, now or hereafter situate on the

LAW OFFICES
MILES & STOCKBRIDGE
A PROFESSIONAL CORPORATION
30 WEST PATRICK STREET, SUITE 800
FREDERICK, MARYLAND 21701

Land or in the Improvements or intended to be used in connection with the operation thereof;

TOGETHER with all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property (as hereinafter defined), or arising from the use or enjoyment of all, or any portion thereof, or from any lease, agreement, or contract of sale (including any deposits made under a contract of sale) pertaining thereto, and all right, title and interest of Grantors in and to all leases of all, or any portion of, the Property now or hereafter entered into and all right, title and interest of Grantors thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms; subject, however, to the provisions contained in paragraph 1.13 hereof;

TOGETHER with all proceeds (including claims thereof or demands thereof) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

TOGETHER with all and singular the tenements, easements, utilities, privileges, hereditaments and appurtenances belonging to the Land or the Improvements, or any part or parts thereof, hereby granted or intended so to be, or in anywise appertaining thereto (including, but not limited to, all income, rents, issues and profits arising therefrom), all streets, alleys, passages, ways, watercourses, easements, all other rights, liberties and privileges of whatsoever kind or character, the reversions and remainders thereof, and in and to all the foregoing or any or every part thereof. Said Land, Improvements, fixtures, equipment, tenements, and all other property interests described and enumerated in the "TOGETHER with" clauses above are herein collectively referred to as the "Property", and with the Grantors hereby specifically granting unto the Beneficiary (as hereinafter defined) A SECURITY INTEREST UNDER THE MARYLAND UNIFORM COMMERCIAL CODE in and to all items of the Property listed in the foregoing "TOGETHER with" clauses which constitute personalty.

But, In Trust, Nevertheless, for and upon the uses, intents and purposes hereinafter mentioned, that is to say, for the benefit and security of Farmers and Mechanics National Bank and its successors and assigns (hereinafter collectively called "Beneficiary") in order to secure (i) the enforcement of the payment of the principal and interest on a certain Promissory Note of even date herewith in the amount of TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$2,350,000.00) executed and delivered by the Grantors unto Beneficiary (the "Note"); (ii) the enforcement of the payment of any sums, together with any interest thereon due under the Loan Documents (hereinafter defined) and the enforcement of the payment of sums permitted to be paid by Beneficiary under this Deed of Trust, with the term "Loan Documents" as used anywhere herein to refer to all the documents described as Loan Documents in the Note; (iii) the compliance with the terms, covenants, and conditions, express or implied, in the Note, this Deed of Trust, and/or any assignment, security agreement or other agreement pertaining hereto and the other Loan Documents; (iv) the enforcement of the payment of any sums, together with any interest due thereon

drawn under any letter of credit at any time issued by the Beneficiary on behalf of the Grantors; and (v) any future advances made hereafter by the Beneficiary to the Grantors to the full extent of the principal herein set forth and to the fullest extent allowed under Section 7-102 of the Real Property Article of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the Property unto the said Trustees, and to their use, in fee simple:

PROVIDED; HOWEVER, that until the happening of any occurrence or event which gives Beneficiary the option to cause the entire indebtedness then secured by this Deed of Trust to become due and payable, or gives the Beneficiary the option to take control of the Property pursuant hereto, Grantors shall have the right to possess and enjoy the Property and to receive the rents, issues, income and profits thereof;

AND PROVIDED FURTHER, that upon payment in full (i) of the Note and all indebtedness due thereon, including principal, interest, and any other amount due thereunder, as well as any and all future advances and interest due thereon made under the security of this Deed of Trust, (ii) of all monies advanced or expended by the Beneficiary or Trustees under this Deed of Trust, together with interest thereon, (iii) of all sums due under the other Loan Documents, and (iv) of all other proper and reasonable costs, charges, expenses, and attorneys' fees at any time before a foreclosure sale as provided for in this Deed of Trust and upon full performance by Grantors, of all the terms, covenants, and conditions of this Deed of Trust and the other Loan Documents, Trustees shall release and reconvey the Property unto Grantors, with the cost of preparing any appropriate release and recordation thereof being at the cost of Grantors.

GRANTORS covenant, warrant and agree to and with Beneficiary and Trustees as follows:

ARTICLE 1

Covenants

1.01 Payment of Indebtedness and Performance. Grantors will pay to the Beneficiary the principal and interest and all other amounts due under the Note according to the terms of the Note and all other sums due and owing under the other Loan Documents and all other sums secured hereby, promptly, as the same shall become due and shall keep and perform each and every term, provision, covenant and agreement in the Note, this Deed of Trust and the other Loan Documents, the terms of which are by this reference incorporated herein as a part hereof such that a default therein shall constitute a default hereunder.

1.02 Taxes, Liens and Other Charges.

(a) Grantors will pay before the date on which any interest or penalties shall commence to accrue thereon, all taxes, liens, assessments and charges of every character already levied or assessed, or that may hereafter be levied or assessed, upon or against the Property and all public sewer, water, front foot benefit assessment charge and refuse removal charges, and upon demand will furnish Beneficiary receipted bills evidencing such payment.