

Maryland State Archives
Mail Log System
08/09/2007

Tracking No. 08-2464

Varga, William R
Office of the Attorney General
200 Saint Paul Place
Baltimore, MD 21202
410-576-6327 wvarga@oag.state.md.us

Date Received: 08/09/2007
Receipt No:
Amount Received: 0.00

Staff: ECP

Subject: Copy of title insurance
commitment relation to the
Archafalaya property

OFFICE OF THE ATTORNEY GENERAL**OPINIONS AND ADVICE****200 Saint Paul Place****Baltimore, Maryland 21202****Telephone: 410-576-6327****Fax: 410-576-7036****E-mail: wvarga@oag.state.md.us****FAX COVER SHEET****Number of pages, including cover:** 16**FAX NO:** 410-974-3895**TO:** Leslie Frazer
Maryland State Archives**FROM:** William R. Varga
Assistant Attorney General**DATE:** August 9, 2007**COMMENTS:**

Per my conversation with Dr. Papenfuss this morning: faxed herewith is a copy of the title insurance commitment relating to the Atchafalaya property. I have also forwarded the two appraisals to you via e-mail. Other documents are being sent to you directly by DGS.

Confidentiality Notice: This facsimile contains information which may also be legally privileged and which is intended only for the use of the Addressee(s) named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this facsimile, or the taking of any action in reliance on the contents of this telecopied information, may be strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the entire facsimile to us at the above address via the U.S. Postal Service.

#5 rec. 051607

COMMITMENT FOR TITLE INSURANCE
LandAmerica/Commonwealth
SCHEDULE A
Commitment Number:
0740912

1. Effective date: December 15, 2006, at 8:00 A.M.

2. Policy or Policies to be issued:

Amount of Policy

(a) ALTA Owner Policy: 10-17-92

\$7,200,000.00

Proposed Insured:

Maryland Department of Natural and Resources

(b) ALTA Loan Policy: 10-17-92

Proposed Insured:

Conv FHA VA

and/or its successors and assigns, as their interests may appear

3. The estate or interest in the land described, or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in:

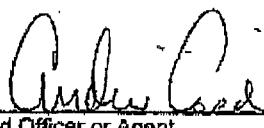
Atchafalaya Holdings, LLP,

4. The land referred to in this Commitment is situated in Queen Anne's County, Maryland, and described as follows:

SEE ATTACHED EXHIBIT A

Progressive Title Corporation

Countersigned:



Authorized Officer or Agent

Valid Only If Schedule B and cover are attached
ALTA Commitment - Schedule A
Form 1004-223 (Rev. 5-93)

COMMITMENT FOR TITLE INSURANCE

Commitment Number:

0740912

SCHEDULE B - Section I

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be executed and filed for record to-wit:

Duly authorized and executed Deed from Atchafalaya Holdings, LLP, vesting fee simple title in the Proposed Insured(s).

Deed of Trust from Maryland Department of Natural and Resources, securing the loan.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.

3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4. The Company requires receipt in writing of the name of anyone not referred to in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land. Additional requirements and/or exceptions may then be added.

5. The Company must be furnished with executed Company approved Owner's Affidavit and Agreement relating to, among other items, Mechanic's Liens and parties in possession.

6. Satisfaction and Release of a Deed of Trust securing Bank of America, FSB, in the original sum of \$875,000.00 dated 11/06/02 and recorded among the Land Records of Queen Anne's County at Liber 984, folio 220, termination of financing statement at Liber 984 folio 286 and release of assignment of rents at Liber 984 folio 305.

7. Satisfaction and Release of a Deed of Trust securing Mid-Atlantic Business Finance Company, in the original sum of \$722,000.00 dated 11/06/02 and recorded among the Land Records of Queen Anne's County at Liber 984, folio 419, Assignment of Rents at Liber 984 folio 498.

8. Satisfaction and Release of a Deed of Trust securing Bank of America, N.A. in the original sum of \$100,000.00 dated June 18, 2004 and recorded among the Land Records of Queen Anne's County at Liber 1289 folio 597 and Assignment of Leases at Liber 1289 folio 635 all as modified by First Modification Agreement recorded at Liber 1527 folio 14.

9. Receipt and Review of Certificate of Good Standing for Atchafalaya Holdings, LLP, resolution of LLP authorizing sale, receipt and review of Operating Agreement and all amendments.

10. Receipt and Review of a Certificate of Good Standing of Langenfelder Marine, Inc.

11. As to Parcel 15: Execution of an affidavit from Seller that it has no knowledge of or notice of any complaints or actions concerning the encroachment of frame building over the ten foot reservation to construct pole lines and lay sewers.

COMMITMENT FOR TITLE INSURANCE

Commitment Number:

0740912

SCHEDULE B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Rights or claims of parties in possession not shown by public records.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the land.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Specific Exceptions:

Taxes and other public charges not due and payable. (NOTE: This Policy specifically insures the insured as follows:

- a) If taxes are payable on an annual basis, taxes have been paid through the fiscal year ending June 30, 2007.
- b) If taxes are payable on a semi-annual basis, taxes and any applicable service charges have been paid through the June 30th or December 31st first following the Effective Date of the herein Policy, whichever of said dates is the first to occur.

Tax Account No. 04-036832, Parcel 106, Base Amount \$1,061.86, Paid 04-036867, Parcel 2, Base Amount \$3,610.36, Paid 04-100506, Parcel 117, Base Amount \$46.42, Paid 04-117387, Parcel 117 Base Amount \$6.11, Paid 04-025067, Parcel 15, Base Amount \$2,491.78, Paid 04-009215, Parcel 107, Base Amount \$1,078.90, Paid 04-036859, Parcel 48, Base Amount \$7443.94, Paid 04-036840, Parcel 43, Base Amount \$5,168.91 Paid 04-035453, Parcel 40, Base Amount \$3,610.36 Paid

AS TO ALL PARCELS OF LAND:

6. Taxes and other public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis have been paid through the fiscal year ending June 30, 2003. This policy does not insure against the balance of any public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis subsequent to the fiscal year ending June 30, 2003. Nor does this policy insure against possible future tax levies, nor against possible public charges as defined above that have not been levied or assessed, which future taxes, charges and assessments are not now due and payable.
7. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the computation of such acreage of square footage.
8. This policy does not insure title to any portion or portions of said property which lies below navigable water or which lies beyond the natural mean high water mark of any navigable water on which said property abuts, nor against any regulations or laws of the State of Maryland or The United States Government pertaining to navigable water or wetlands.
9. The portion of the land or improvements included within the description of the land insured hereunder which comprises filled land or improvements into the bed of navigable water is subject to the navigation servitude and regulatory power of the Federal Government, including the power to cause removal of said filled land or improvements without payment of compensation and any lands filled subsequent to July 1, 1970, or lying below mean high tide on or after said date are also subject to the regulatory power of the State of Maryland over

wetlands, including the power, in the event of failure to comply with the State of Maryland, to require restoration of said land to its former condition.

10. Lease dated November 6, 2002 between Atchafalaya Holdings LLP and Langenfelder Marine, Inc.

AS TO PARCEL 106

11. Rights of others on and to the private road that crosses the parcel at or near the southwesterly boundary line of said parcel, as shown on the Plat entitled: BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated November 02, 2002, prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A&B.

12. Wire electric utility line as shown on the Plat entitled: BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated November 02, 2002, prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A & B.

12.1. Operation and effect of a right of way contained in a deed from Baltimore and Eastern Railroad Company to E. Earle Phipps Dated April 23, 1945 and recorded among the Land Records of Queen Anne's County in Liber ASG 11 folio 216.

AS TO PARCEL 2

13. Right, title and interest of owners binding along Lake and Somerset Roads in and to Lake Matapex and the shores thereof.

14. Possible overlap and/or encroachment of the property lines of the owners of the lands indicated as P. 120; P. 113 and P. 115, as shown on the Plat entitled, "ALTA/ACSM LAND TITLE SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated September 12, 2002 prepared by McCrone.

15. Possible overlap and/or encroachment of the property lines of the James R. and Carol T. Walker property (referenced as Parcel 85) as shown the Plat entitled: BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC. dated November 02, 2002 prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A&B.

16. Right of Way Agreement dated November 19, 1981 by and between Charles Scheeler and Delmarva Power & Light Company and recorded among the Land Records of Queen Anne's County in Liber 183, folio 529.

AS TO PARCEL 117

17. Buffer areas, setbacks and septic reserve area as shown on the Plat entitled, "Division of Part of the Lands of Joan Denny Searles," which plat is recorded among the Land Records of Queen Anne's County in Liber MWM 13, folio 82B.

18. Right of Way Agreement dated May 8, 1970 by and between T. Walter Denny and Emily Roe Denny and Delmarva Power & Light Company of Maryland and recorded among the Land Records of Queen Anne's County in Liber 47, folio 698.

19. Right of Way Agreement dated December 11, 1936 by and between William E. Denny and Josephine Denny and The Chesapeake and Potomac Telephone Company of Baltimore, City and recorded among the Land Records of Queen Anne's County in Liber WC No. 4A, folio 144.

19.1 Subject to the terms of a Plat entitled "Minor Subdivision of the lands of Atchafalaya Holdings, LLP" dated June 2003 and recorded among the Plat Records of Queen Anne's County as SM 34 folio 14, A, B, & C.

19.2 Subject to a Deed of Open Space Easement to the County Commissioners of Queen Anne's County dated January 20, 2004 and recorded among the land records of Queen Anne's County at Liber 1218 folio 722.

19.3 Subject to a Perpetual Protective Agreement Deed of Forest Conservation Easement to County Commissioners of Queen Anne's County dated January 20, 2004 and recorded among the land records of Queen Anne's County at Liber 1218 folio 730.

19.4 Subject to Development Rights Transfer deeds from Peter G. Sheaffer to Atchafalaya Holdings, LLP and Atchafalaya Holdings, LLP to the County Commissioners of Queen Anne's County both dated December 17, 2003 and recorded among the land records of Queen Anne's County at Liber 1218 folio 703 and Liber 1218 and folio 718 respectively.

AS TO PARCEL 15

20. Ten foot reservation to construct pole lines and lay sewers as shown on the Plat entitled: "Plat of Love Point Beach & Park Company," recorded among the Land Records of Queen Anne's County in Liber WFW 6, folios 480 and 481.

21. Encroachment of frame building over the ten foot reservations to construct pole lines and lay sewers as shown on "BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated November 02, 2002 prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A & B. For However, this policy affirmatively insures the insured against actual loss or damage sustained by reason of a final Court Order by a Court of competent jurisdiction requiring removal of said frame building.

22. Possible encroachment of fence along westernmost line as shown on the Plat entitled: BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated November 02, 2002 prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A & B. For Loan Policy Only: However, this policy affirmatively insures the insured Lender against actual loss or damage sustained by reason of a final Court Order by a Court of competent jurisdiction requiring removal of said fence.

AS TO PARCEL 107

23. Restrictions and reservation set forth in a Deed dated October 18, 1943 and recorded among Land Records of Queen Anne's County in Liber ASG No. 8, folio 497 between the Baltimore and Eastern Railroad Company and Henry J. Constam.

AS TO PARCEL 43

24. Right of Way Agreement dated July 17, 1970 by and between C. J. Langenfelder & Son, Inc. and Delmarva Power & Light Company of Maryland and recorded among the Land Records of Queen Anne's County in Liber CWL No. 49, folio 453.

25. Right of Way Agreement dated June 25, 1973 by and between C. J. Langenfelder & Son, Inc. and Delmarva Power & Light Company of Maryland and recorded among the Land Records of Queen Anne's County in Liber CWL No. 76, folio 70.

26. Right of Way Agreement dated May 8, 1979 by and between C. J. Langenfelder & Son, Inc. and Delmarva Power & Light Co. and recorded among the Land Records of Queen Anne's County in Liber 152, folio 626.

27. Right of Way Agreement dated September 23, 1981 by and between C. J. Langenfelder & Son, Inc. and Delmarva Power & Light Company and recorded among the Land Records of Queen Anne's County in Liber 180, folio 217.

28. Right of Way Agreement dated September 11, 1981 by and between C. J. Langenfelder & Son, Inc. and Delmarva Power & Light Company and recorded among the Land Records of Queen Anne's County in Liber 180, folio 218.

28.1 Operation and effect of a right of way contained in a deed from Baltimore and Eastern Railroad Company to E. Earle Phipps Dated April 23, 1945 and recorded among the Land Records of Queen Anne's County in Liber ASG 14 folio 216.

AS TO PARCEL 40

29. Ten foot reservation to construct pole lines and lay sewers as shown on the Plat entitled: "Plat of Love Point Beach & Park Company," recorded among the Land Records of Queen Anne's County in Liber WFW 5, folios 480 and 481.

AS TO ALL PARCELS:

30. Deed of Trust, Assignment and Security Agreement dated November 6, 2002 by and between Atchafalaya Holdings, LLP to PRLAP, Inc., Trustee for the benefit of Bank of America, N.A. and recorded among the Land Records of Queen Anne's County in Liber 984, folio 220.

31. Deed of Trust, Assignment and Security Agreement dated November 6, 2002 by and between Atchafalaya Holdings, LLP to PRLAP, Inc., Trustee for the benefit of Bank of America, N.A. and recorded among the Land Records of Queen Anne's County in Liber 984, folio 329.

AS TO PARCELS 2, 48 AND 43:

32. Overhead utility lines and utility poles as shown on Plat entitled: BOUNDARY SURVEY OF THE LANDS OF C. J. LANGENFELDER & SONS, INC." dated November 02, 2002, prepared by McCrone recorded among the Land Records of Queen Anne's County in Plat Book 32, Page 41 A&B.

NOTE Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin", unless and only to the extent that said covenant: (a) is exempt under chapter 42, section 3607 of the united states code, or (b) relates to handicap but does not discriminate against handicapped persons.

This policy specifically insures that any past, present or future violations of the restrictions, building setback lines, easement areas, widening strips, partition walls or other limitations and restrictions referred to herein will not work a forfeiture or reversion of the title or result in a lien or charge superior to the interest of the mortgagee to be insured herein, and that the same have not been violated as of the date of this policy.

AN OWNER'S POLICY TO BE ISSUED IN CONNECTION HEREWITH WILL INCLUDE THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Rights or claims of parties in possession not shown by public records.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the land.
5. Taxes or special assessments which are not shown as existing liens by the public records.

File #: 0740912

EXHIBIT A

TAX ACCOUNT NUMBER:

ALL those tracts of land in the Fourth Election District of Queen Anne's County, Maryland, described as follows:

Tract One:

BEGINNING for the same at a concrete monument found at the intersection of the easterly outline of the lands now or formerly of the State of Maryland (see T.S.P. 48 /227) with the northerly boundary of the lands of Walter T. Denny (see S.M. 682/547);

THENCE leaving said place of beginning so fixed and binding on the outline of the lands of the State of Maryland, the following ten (10) courses and distances;

1) North 08° 07' 28" East 214.46 feet to a point of curvature;

THENCE with the arc of a curve to the right, having a radius of 925.40 feet, an arc length of 1,640 feet, and scribed by a chord bearing;

2) North 59° 13' 08" East 1,433.65 feet to a point of tangency;

3) South 70° 00' 40" East 231.00 feet to a point;

4) South 19° 59' 20" West 19.35 feet to a point;

5) South 70° 00' 40" East 90.00 feet to a point;

6) North 19° 59' 20" East 134.35 feet to a point;

7) North 70° 00' 40" West 141.00 feet to a point;

8) South 19° 59' 20" West 40.00 feet to a point;

9) North 70° 00' 40" West 180.00 feet to a point of curvature;

THENCE with the arc of a curve to the left, having a radius of 1,000.40 feet, an arc length of 512.82 feet, and scribed by a chord of;

10) North 94° 41' 48" West 507.22 feet to an iron rod set, and the lands of Alice Birkel, et al. (see M.W.M. 339/558);

THENCE leaving the lands of the State of Maryland, and binding on Birkel;

11) North 09° 37' 27" East 115.81 feet to an iron rod set, and the southwesterly right-of-way line of Pier Avenue;

THENCE binding on the outline of Pier Avenue, the following five (5) courses and distances;

12) South 06° 18' 55" West 33.40 feet to a point of curvature;

THENCE by a curve to the left, having a radius of 60.00 feet, an arc length of 162.48 feet, and being scribed by a chord of;

13) South 72° 15' 55" East 117.19 feet to a point of reverse curvature;

THENCE by a curve to the right, having a radius of 25.00 feet, an arc length of 34.60 feet, and scribed by a chord of;

- 14) North 69° 48' 21" East 31.91 feet to a point;
- 15) North 20° 48' 42" East 50.01 feet to a point;
- 16) North 70° 32' 33" West 158.24 feet to the lands of an unknown titleholder;

THENCE binding thereon;

- 17) North 09° 37' 27" East 30.93 feet to a concrete monument found, and the northwesterly right-of-way line of Somerset Avenue;

THENCE binding on Somerset Avenue, a variable width right-of-way;

- 18) North 22° 39' 33" West 261.55 feet to a concrete monument found, and the southeasterly right-of-way line of Lake Road, a thirty foot (30') wide unimproved right-of-way;

THENCE binding on Lake Road, the following three (3) courses and distances;

- 19) North 64° 39' 26" East 599.56 feet to a point;
- 20) North 60° 14' 26" East 336.25 feet to a concrete monument found;
- 21) North 28° 41' 28" East 273.66 feet to a point;

THENCE crossing the waters of Lake Matapex, and binding, in part, on the lands of David S. Perry (see M.W.M. 476/576), and the lands of James R. and Carol T. Walker (see M.W.M. 282/800);

- 22) South 40° 53' 34" East 727.77 feet to an iron rod set;

THENCE continuing with said lands of Walker;

- 23) South 68° 46' 34" East 375.79 feet to the approximate mean high waterline of the Chester River;

THENCE binding on the waters of the Chester River, approximately the following ninety one (91) courses and distances;

- 24) South 22° 10' 56" West 59.88 feet to a point;
- 25) South 09° 20' 38" West 31.29 feet to a point;
- 26) South 30° 01' 49" West 38.72 feet to a point;
- 27) South 11° 12' 07" West 25.88 feet to a point;
- 28) South 18° 12' 33" West 21.22 feet to a point;
- 29) South 02° 23' 31" West 16.32 feet to a point;
- 30) South 07° 31' 59" West 28.99 feet to a point;
- 31) South 03° 43' 34" East 16.35 feet to a point;
- 32) South 17° 58' 08" East 14.90 feet to a point;
- 33) South 03° 22' 23" East 23.15 feet to a point;
- 34) South 28° 10' 26" East 31.63 feet to a point;
- 35) South 10° 33' 49" West 10.73 feet to a point;
- 36) South 22° 00' 00" West 5.47 feet to a point;

- 37) North 81° 56' 08" West 10.68 feet to a point;
- 38) South 25° 15' 59" West 10.88 feet to a point;
- 39) South 79° 40' 46" West 4.49 feet to a point;
- 40) North 52° 39' 52" West 8.65 feet to a point;
- 41) South 65° 08' 05" West 5.29 feet to a point;
- 42) South 40° 23' 23" East 25.78 feet to a point;
- 43) South 29° 20' 52" East 24.15 feet to a point;
- 44) South 11° 03' 20" East 22.90 feet to a point;
- 45) South 05° 28' 07" West 53.25 feet to a point;
- 46) South 46° 53' 00" East 17.68 feet to a point;
- 47) South 57° 43' 06" East 20.32 feet to a point;
- 48) South 13° 58' 37" West 27.64 feet to a point;
- 49) South 04° 05' 16" West 37.42 feet to a point;
- 50) South 05° 17' 37" West 46.64 feet to a point;
- 51) South 03° 40' 28" East 28.79 feet to a point;
- 52) South 11° 31' 53" East 26.26 feet to a point;
- 53) South 05° 01' 04" East 30.79 feet to a point;
- 54) South 06° 16' 14" East 37.48 feet to a point;
- 55) South 05° 07' 11" East 18.83 feet to a point;
- 56) South 19° 25' 09" East 13.64 feet to a point;
- 57) South 47° 19' 58" East 14.24 feet to a point;
- 58) South 17° 24' 46" East 34.46 feet to a point;
- 59) South 21° 37' 58" East 29.12 feet to a point;
- 60) South 31° 30' 56" East 27.28 feet to a point;
- 61) South 40° 45' 07" East 25.44 feet to a point;
- 62) South 54° 38' 35" East 45.55 feet to a point;
- 63) South 65° 27' 25" East 45.30 feet to a point;
- 64) North 20° 09' 19" East 41.33 feet to a point;
- 65) South 70° 10' 10" East 58.67 feet to a point;
- 66) South 33° 57' 50" West 9.51 feet to a point;
- 67) South 39° 58' 04" West 10.43 feet to a point;

- 68) North 83° 06' 09" West 5.50 feet to a point;
- 69) North 71° 26' 41" West 14.80 feet to a point;
- 70) South 21° 47' 51" West 53.61 feet to a point;
- 71) South 68° 23' 08" East 10.59 feet to a point;
- 72) South 69° 44' 38" East 108.93 feet to a point;
- 73) South 33° 35' 14" West 35.88 feet to a point;
- 74) South 69° 25' 43" East 70.91 feet to a point;
- 75) South 20° 22' 29" West 57.55 feet to a point;
- 76) South 20° 06' 43" West 62.19 feet to a point;
- 77) South 57° 24' 33" West 3.11 feet to a point;
- 78) South 61° 28' 04" West 11.37 feet to a point;
- 79) North 88° 21' 29" West 5.32 feet to a point;
- 80) North 48° 20' 19" West 20.35 feet to a point;
- 81) North 49° 55' 37" West 23.02 feet to a point;
- 82) North 50° 50' 45" West 38.64 feet to a point;
- 83) North 69° 29' 55" West 128.10 feet to a point;
- 84) North 08° 06' 17" East 8.16 feet to a point;
- 85) North 64° 58' 40" West 79.76 feet to a point;
- 86) North 66° 21' 36" West 93.11 feet to a point;
- 87) South 26° 23' 03" West 13.08 feet to a point;
- 88) North 68° 35' 51" West 47.98 feet to a point;
- 89) North 18° 41' 59" East 10.16 feet to a point;
- 90) North 68° 45' 29" West 10.13 feet to a point;
- 91) South 28° 53' 20" West 5.91 feet to a point;
- 92) North 77° 24' 56" West 21.90 feet to a point;
- 93) North 65° 22' 18" West 36.82 feet to a point;
- 94) North 69° 14' 40" West 80.52 feet to a point;
- 95) North 69° 37' 11" West 73.29 feet to a point;
- 96) North 68° 28' 19" West 75.53 feet to a point;
- 97) North 77° 15' 00" West 21.80 feet to a point;
- 98) North 58° 00' 54" West 16.28 feet to a point;

- 99) North 68° 56' 58" West 86.88 feet to a point;
- 100) North 78° 38' 57" West 87.87 feet to a point;
- 101) South 16° 10' 32" West 74.40 feet to a point;
- 102) South 43° 55' 58" West 20.68 feet to a point;
- 103) South 80° 30' 41" West 89.11 feet to a point;
- 104) South 32° 37' 43" West 92.02 feet to a point;
- 105) South 51° 56' 06" West 59.20 feet to a point;
- 106) South 30° 01' 16" West 104.50 feet to a point;
- 107) South 27° 53' 49" West 88.81 feet to a point;
- 108) South 83° 21' 31" West 20.73 feet to a point;
- 109) South 24° 26' 29" West 150.24 feet to a point;
- 110) South 26° 27' 10" East 51.44 feet to a point;
- 111) South 07° 48' 41" West 90.02 feet to a point;
- 112) South 10° 13' 38" West 134.05 feet to a point;
- 113) South 15° 21' 30" West 37.29 feet to a point;
- 114) South 12° 21' 51" West 213.58 feet to a point;
- 115) South 09° 23' 19" West 169.24 feet to a point and the aforesaid lands of Walter T. Denny;

THENCE binding on Denny, the following two (2) courses and distances;

116) North 72° 25' 19" West 1,135.65 feet to a concrete monument found, passing over an iron rod found after a distance of 12.10 feet;

117) North 51° 13' 15" West 339.71 feet to the place of beginning.

Saving and excepting therefrom the following lands of Joseph B. and Judith A. McCartney (see M.W.M. 304/829) and Robert Orsinski (see M.W.M. 153/393);

BEGINNING for the same at an iron rod found at the westerly corner of the lands hereafter described, said point being the following two (2) courses and distances from the beginning of the second course of the foregoing description;

BY a curve to the right, having a radius of 925.40 feet, a length of 383.00 feet, and scribed by a chord bearing;

- 1) North 20° 18' 19" East 380.27 feet;
- 2) South 59° 57' 50" East 3.54 feet;

BY a curve to the right having a radius of 380.28 feet, a length of 223.64 feet, and scribed by a chord bearing;

- 3) North 51° 29' 35" East 220.43 feet to an iron rod set;

BY a curve to the right, having a radius of 308.30 feet, a length of 780.37 feet, and scribed by a chord bearing;

- 4) South 39° 32' 51" West 588.11 feet to an iron rod set;

5 North 59° 57' 50" West 631.79 feet to the place of beginning, passing over an iron pipe found after a distance of 286.96 feet, and passing over an iron pipe found after a distance of 387.69 feet.

Tract One containing thereby 73.951 acres of land, more or less,

Tract Two:

BEGINNING for the same at an iron pipe found at the intersection of the westerly right-of-way line of Somerset Avenue with the northerly right-of-way line of Pier Avenue;

THENCE leaving the point of beginning so fixed and binding on Pier Avenue;

1) South 65° 33' 08" West 212.04 feet to an iron rod found and the lands of Joseph A. Junior and Alice A. Birkel (see C.W.C. 105/214);

THENCE leaving Pier Avenue and binding on the lands of Birkel;

2) North 23° 24' 25" West 220.85 feet to an iron rod set and the southerly right-of-way line of Lake Road;

THENCE leaving the lands of Birkel and binding on Lake Road;

3) North 76° 11' 05" East 217.40 feet to an iron rod set and the westerly right-of-way of Somerset Avenue;

THENCE leaving Lake Road and binding on Somerset Avenue;

4) South 22° 39' 33" East 180.79 feet to the place of beginning.

Containing in all 0.983 acres of land, more or less.

Tract Three, Lot 1:

BEGINNING for the same at an iron rod set at the intersection of the northerly line of Lake Road, a thirty foot (30') wide unimproved right-of-way, and the easterly right-of-way line of Somerset Avenue, a variable width right-of-way;

THENCE leaving the place of beginning so fixed and binding on Somerset Avenue;

1) North 22° 35' 43" West 132.50 feet to a concrete monument found and the lands of Frederick V. Wilhelm (see T.S.P. 21/501);

THENCE binding on Wilhelm;

2) North 55° 39' 05" East 347.11 feet to an iron rod set;

THENCE leaving the lands of Wilhelm;

3) South 32° 38' 32" East 188.21 feet to a point on the northerly right-of-way line of Lake Road;

4) South 64° 39' 26" West 373.10 feet to the place of beginning.

Containing in all 1.316 acres of land, more or less.

Tract Three, Lot 2:

BEGINNING for the same at an iron rod found at the intersection of the westerly right-of-way line of Kent Avenue, a thirty foot (30') wide right-of-way, and the northerly right-of-way line of Lake Road, an unimproved thirty foot (30') wide right-of-way;

THENCE leaving the place of beginning so fixed and binding on the northerly right-of-way line of Lake Road, the following two (2) courses and distances;

1) South 60° 14' 26" West 128.78 feet to a point;

2) South 64° 39' 26" West 2.39 feet to a point;

THENCE leaving Lake Road;

3) North 37° 41' 52" West 139.40 feet to the lands of Thomas A. Junior and Susan L. Brown;

THENCE binding on the lands of Brown;

4) North 48° 37' 47" East 119.52 feet to an iron pipe found and the westerly right-of-way line of Kent Avenue;

THENCE binding on Kent Avenue;

5) South 41° 22' 07" East 165.70 feet to the place of beginning.

Containing in all 0.435 acres, more or less.

Tract Four:

BEGINNING for the same at a point on the corner of a steel bulk head, said point being South 34°45'53" East 44.87 feet from the end of the line of the foregoing description of Parcel One; THENCE leaving the point of beginning so fixed and running with the approximate mean high water line, the sixteen (16) following courses and distances;

1) North 73° 39' 31" East 1.07 feet to a point;

2) North 58° 10' 17" East 10.62 feet to a point;

3) South 33° 36' 40" East 33.18 feet to a point;

4) South 66° 48' 16" East 31.16 feet to a point;

5) South 23° 12' 21" West 47.21 feet to a point;

6) South 27° 08' 56" West 55.47 feet to a point;

7) South 75° 40' 22" West 96.01 feet to a point;

8) South 75° 36' 25" West 54.82 feet to a point;

9) South 77° 10' 42" West 34.82 feet to a point;

10) North 35° 12' 40" West 27.93 feet to a point;

11) North 76° 28' 55" East 55.50 feet to a point;

12) North 76° 04' 59" East 45.86 feet to a point;

13) North 74° 09' 11" East 53.69 feet to a point;

14) North 02° 59' 11" West 23.56 feet to a point;

15) North 16° 27' 17" East 27.00 feet to a point;

16) North 23° 29' 05" East 66.48 feet to the point of beginning.

Containing in all 0.262 acres, more or less, being a parcel in the waters of the Chester River connected to Tract One by a bridge shown on the hereinafter-described plat.

Tract Seven:

BEGINNING at a point bearing North 57° 46' 43" East 1,271.88 feet from the end of the one hundred fifteenth (115th) course of the foregoing description of Tract One;

THENCE leaving the point of beginning so fixed and running with the approximate mean high waterline;

- 1) South 83° 33' 38" East 44.88 feet to a point;
- 2) South 06° 26' 19" West 33.28 feet to a point;
- 3) North 84° 20' 45" West 193.00 feet to a point;
- 4) North 05° 27' 26" East 33.87 feet to a point;
- 5) North 73° 39' 16" East 10.06 feet to a point;
- 6) North 31° 55' 33" East 28.10 feet to a point;
- 7) South 78° 13' 54" East 62.40 feet to a point;
- 8) South 65° 23' 17" East 68.50 feet to the place of beginning.

Containing in all 0.208 acres of land, more or less, being a parcel in the waters of the Chester River.

Saving and Excepting so much of Tract Seven as have been removed.

SAID tracts as shown on a survey plat prepared by McCrone, Inc. titled "Lands of C. J. Langenfelder & Son, Inc." dated September 12, 2002, and recorded among the Plat Records of Queen Anne's County in Plat Book SM 32, pages 41A and 41B.

THE PROPERTY previously described is comprised Parcels.

Parcel 1061 (Part of Tract One)

BEING the land described in a Deed dated June 20, 1963, and recorded among the Land Records of Queen Anne's County in Liber CWC 1, folio 19, from Edward F. Severa, Jr. and Shirley M. Severa to C. J. Langenfelder & Son, Inc.

TOGETHER WITH the right to use the land described in a Deed dated March 16, 1959, and recorded among said Land Records in Liber TSP 48, folio 227, from Baltimore and Eastern Railroad Company to the State of Maryland, to the use of the State Roads Commission, as a means of access to and from said parcel.

Parcel 2 (Part of Tract One)

BEING part of the land described in a Deed dated March 13, 1964, and recorded among said Land Records in Liber CWC 7, folio 45, by and between Edward F. Severa, Jr. and Shirley M. Severa to C. J. Langenfelder & Son, Inc.

Parcel 117 (Part of Tract One)

BEING the land described in a Deed dated May 20, 1995, and recorded among said Land Records in Liber 496, folio 736, from Joan Danney Searles and Francis S. Carnes, Jr. to C. J. Langenfelder & Son, Inc.

Parcel 15 (Tract Two)

BEING the land described in a Deed dated January 11, 1996, and recorded among said Land Records in Liber 518, folio 226, from John A. Herndon to C. J. Langenfelder & Son, Inc.

TOGETHER WITH the right to use the area adjacent to said land indicated as a "reservation" on the "Plat of Love Point Beach & Park Company", recorded among the Land Records of Queen Anne's County in Liber WFW 5, folios 480 and 481, for pole lines and to lay sawers.

Parcel 107 (Part of Tract One)

BEING the land described in a Deed dated July 23, 1974, and recorded among said Land Records in Liber CWC 88, folio 72, from Milton M. Constam and Donald Constam to C. J. Langenfelder and Son, Inc.

TOGETHER WITH the right, liberty and privilege to use two (2) private roads as set forth in a Deed dated October 18, 1943, and recorded among said Land Records in Liber ASG No. 8, folio 947, from Baltimore and Eastern Railroad Company to Henry L. Constam.

Parcel 48 (Part of Tract One)

BEING part of the land described in a Deed dated September 12, 1966, and recorded among said Land Records in Liber CWC 24, folio 497, from Ruth J. Messersmith, Esther Messersmith Herrmann and William A. Herrmann to C. J. Langenfelder & Son, Inc.

Parcel 43 (Part of Tract One)

BEING the land described in a Deed dated August 5, 1963, and recorded among said Land Records in Liber 2, folio 253, from Edward F. Severa, Jr. and Shirley M. Severa to C. J. Langenfelder & Son, Inc.

TOGETHER WITH the right to use the land described in a Deed dated March 16, 1959, and recorded among said Land Records in Liber TSP 48, folio 227, from Baltimore and Eastern Railroad Company to the State of Maryland, to the use of the State Roads Commission, as a means of access to and from said parcel.