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November 13, 2018

BY E-MAIL (charles@ajbillig.com)

Mr. Charles E. Billig
A. J. Billig & Company
6500 Falls Road
Baltimore, Maryland 21202

Re: Maiden Choice Commercial Portfolio Sale

Dear Mr. Billig:

I represent Commercial Realty Advisors, LLC, the property management company for the Council of Unit Owners of Maiden Choice "C" Condominium and "D" Condominium. I am writing about the auction advertisement for the Maiden Choice Commercial Portfolio Sale and would like to bring to your attention the attached Declaration of Cross Use Easements, Covenants and Restrictions ("Declaration"), recorded in the Land Records of Baltimore City at Liber 7880, folio 796.

The Declaration described the then-existing buildings on Lot 3 (Buildings A and B), and the anticipated construction of buildings on Lot 1 (Building D) and Lot 4 (Building C). The four buildings are now built on the five lots that comprise the Maiden Choice Associates Plat One (Lots 1 through 5). Lots 1 through 5 are referred to in the Declaration as "Parcel A." The Declaration refers to "Parcel B," which is adjacent to Parcel A, and is comprised of two Lots (Parcel 1 and Parcel 2).

The Maiden Choice Commercial Portfolio Sale proposes the sale of the following Lots in Parcel A: Unit A on Lot 3, Lot 5, and Lot 2, and the following Parcels in Parcel B: Parcel A and Parcel B. Accordingly, all parcels that are the subject of the Maiden Choice Commercial Portfolio Sale are subject to the Declaration.

The Declaration includes the following easements and prohibitions on uses:

1. Easement for Storm Water Management. Baltimore County has an easement over Parcel A for storm water management. If additional storm water easements are needed, the Declaration establishes an easement over and through Parcels A and B for the use and benefit of all owners of lots in Parcel A, including the right to construct, use, and maintain the facilities, provided that additional easements are not constructed, used, or maintained in a manner that interferes with the use of the property.

The cost of maintaining the storm water management easement is shared by the owners of each of the lots in Parcel A on a pro rata basis, as determined by the ratio of the gross square feet of the buildings located on each lot to the total number of gross square feet in the buildings on the lots in Parcel A. Additionally, each of the lots in Parcel A is responsible for the maintenance of the storm water management facilities located on Parcel B to the extent that the facilities require maintenance over and above that provided by Baltimore County.

If buildings or improvements are constructed on Parcel B, then the owner(s) of Parcel B will contribute to the maintenance of the storm water management facility on a pro rata basis with the owners of the lots on Parcel A.

2. Easement for Sanitary Sewer Facilities. A 10-foot public sanitary sewer easement runs through Lots 2, 3, and 5 on Parcel A. If Baltimore County does not maintain the sewer easement, then the owners of the lots on Parcel A must maintain the sewer easement on a pro rata basis, as determined by the ratio of the gross square feet of buildings located on each lot to the total number of gross square feet in the buildings on the lots in Parcel A that are served by the sewer easement.

Each lot owner is responsible for the maintenance of any sewer line that only serves its building. If the sewer line serves more than one building, but less than all of the buildings on Parcel A, then the maintenance of the sewer line is shared by the owners of the lots on which the buildings that are served by the sewer line on a pro rata basis.

The installation and maintenance of the sewer line may not be performed in a manner that materially interferes with the use and operation of any parking or other site improvements.

The Declaration reserved for the benefit of Parcel B, additional sanitary sewer easements across Lot No. 1 to connect with the existing 10-foot sewer easement that separates Lots 1 and 2 on Parcel A. The cost of construction, use, and maintenance of any sewer line that crosses Lot 1 when installed is the responsibility of the owner of Parcel B. The maintenance and construction of any additional sewer line that crosses Lot 1 may not interfere with the use and operation of the buildings and parking lots of Lot 1.

3. Easement for Water Distribution Service. The Declaration establishes an easement for water distribution from Maiden Choice Lane through Lot 3 to each of the other lots in Parcel A. If a water distribution line serves only one lot, then that lot owner is responsible for the full cost of maintaining the water distribution lines running from the point of the meter serving the line to its respective buildings and improvements. If a water distribution line serves more than one lot owner in Parcel A, then each lot owner served by the water distribution line is responsible for maintaining the water distribution line on a pro rata basis, as determined by the ratio of the gross square feet of the buildings located on each lot to the total number of gross square feet located in each of the lots in Parcel A that are served by the water distribution lines constructed and used within the easement area.

4. Easement for Ingress and Egress. The roadways, parking areas, and sidewalks on Parcel A are utilized for the common use and enjoyment of all of the owners of Parcel A. The maintenance of the roadways, parking areas, and sidewalks is shared by the owners of the Lots on Parcel A on a pro rata basis.

The Declarant reserved for the benefit of Parcel B, an easement for ingress and egress through the driveways and walkways in Parcel A to and from Maiden Choice Lane. If an easement is granted for the benefit of Parcel B, then the owner(s) of Parcel B are responsible for the maintenance of driveways and walkways on a pro rata basis as determined by the ratio of the gross square feet of all of the buildings located on Parcel A and B.

5. Easement for Use of Open Space. An easement is granted within the open space shown on the attached for the use and benefit of the owners of the lots within Parcel A and their occupants, licensees, and invitees. The maintenance of the open space, including the costs of landscaping, are shared by all of the owners of Parcel A on a pro rata basis as determined by the ratio of the gross square feet of buildings located on each lot to the total number of gross square feet located in each parcel that is served by the open space area.

6. Relocation of Parking. Part of the parking for Building D is located where future Building E is to be located. If Lot 2 is later developed to build Building E, then replacement parking in parking areas on Parcel A or B must be provided. The relocation of replacement parking will not inconvenience invitees, customers, employees, or tenants of Building D.

7. Prohibited Uses. As long as the owner(s) of Building D on Lot 1 has as a tenant a physician or physician group that provides radiology or diagnostic services, then no other tenant or occupant of any other building on Parcel A or B is permitted to use any part of the premises in any other building on Parcel A or B to provide radiology or diagnostic services or for the use and maintenance of radiology or diagnostic equipment.

Please include this letter description of the Declaration at the time of the auction. After Closing, please have the buyer or buyers contact me to finalize a management agreement for the properties. This will help in the future administration of the shared facilities. If you have any questions, please do not hesitate to call me.

Sincerely,



Herbert Burgunder III

HB3/aln
Attachments