

**PAYMENTS IN LIEU OF TAXES
AGREEMENT
(Md. Code Ann., Tax-Prop. § 7-506.3)
(Subsidized Housing/Financing)**

**CAPITALIZED TERMS USED IN THIS AGREEMENT SHALL HAVE THE MEANING
GIVEN TO THEM IN THIS AGREEMENT UNLESS THE CONTEXT SAYS
OTHERWISE.**

THIS PAYMENTS IN LIEU OF TAXES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between Owner and the County. Capitalized terms used herein shall have the meaning ascribed to them below.

Project Facts & Terms

Owner Name:	Hamlet Apartments LLC
Property Address:	5200 Egret Lane, Bladensburg, MD 20710 Tax ID: 02-0094979
Project Name:	Hamlet Woods
Project:	The new construction of affordable multifamily rental housing for families.
Eligible Households:	Households earning 60% or less of the Area Median Income (“AMI”)
Total Number of Units:	59
Number of Affordable Units:	59
Number of Market Rate Units:	0
Annual Payment:	See Definition below.
Affordable Unit Annual Payment	\$35,400 total or \$600 per Affordable Unit per year. The payment will escalate annually by an amount equal to the Annual Rate.
Annual Rate (expressed as a percentage)	2% per year
County Resolution Authorizing PILOT (number and adoption date):	CR 036-2023 adopted June 22, 2023

Term (in years):	30 years
Effective Date:	March 17, 2025
Description of Instrument Establishing the Affordability Covenant (as defined below); if none, insert "None"	Rental and Regulatory Agreement in favor of the County of even date hereof.

County Financing		
Place X adjacent to applicable source	Source of County Funding	Amount (\$)
N/A	HOME Investment Partnership Funds	-
X	Housing Investment Trust Funds	\$2,500,000
N/A	Other: _____	-

Other Financing, if any	
Name of Lender/Financier	Amount (\$)*
Community Development Administration ("CDA"), a unit of the Division of Development Finance of the Department of Housing and Community Development, a principal department of the State of Maryland (tax-exempt bonds financing a permanent loan to the Owner)	\$10,585,000.00
CDA – Rental Housing Works	\$3,500,000.00
Berkadia LIHTC – investor equity	\$11,695,517.00
Deferred Developer Fee	\$750,700.00

RECITALS

A. The Owner has or will acquire the Property located in Prince George’s County, Maryland for the purpose of constructing or rehabilitating the Project to provide housing to Eligible Households (as defined herein).

B. The Owner has or will contract to construct or rehabilitate the Project to provide housing to Eligible Households as set forth in the Owner’s Application for a PILOT.

C. The Owner will finance the Project with the Project Financing which consists of funds from a qualifying federal, State, or local government program, including a housing investment trust.

D. The Owner submitted a request or application to the County to permit the Owner to make payments in lieu of County real property taxes pursuant to Section 7-506.3 of the Tax-Property Article of the Annotated Code of Maryland (the “Act”). The Act provides, among other things, that real property may be exempt from County property tax if:

(1) the real property is owned by a person engaged in constructing or operating housing structures or projects;

(2) the real property is used for a housing structure or project that (i) is acquired, constructed or rehabilitated under a federal, State, or local government program that funds construction or rehabilitation, or insures the financing of such activities in whole or in part, including a housing investment trust, or provides interest subsidy, rent subsidy or rent supplements; (ii) is acquired under the Right of Refusal Program under Subtitle 13, Division 14 of the Prince George’s County Code; or is acquired, constructed, or rehabilitated for the purpose of operating rental housing for lower income persons;

(3) the owner of the real property agrees to (A) continue to commence or continue to maintain the real property as rental housing for lower income persons under the requirements of the governmental programs described in item (2) of this paragraph and agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement or (B) enters into an agreement with the governing body of Prince George’s County to allow the entire property or the portion of the property which was maintained for lower income persons to remain as housing for lower income persons for a term of at least five years; and

(4) the owner and the governing body of Prince George’s County agree that the owner shall pay a negotiated amount in lieu of the applicable county property tax.

E. The Prince George’s County Department of Housing and Community Development (“**DHCD**”) analyzed the Project and determined the amount payable by the Owner to the County in lieu of the payment of Prince George’s County real property taxes for the Property.

F. Pursuant to the County Resolution, the County Council of Prince George’s County, Maryland, approved the County entering into an agreement PILOT for the Property and authorized the County to enter into this agreement for negotiated payments in lieu of the payment of Prince George’s County taxes for the Project.

G. To ensure the provision of housing for the Eligible Households, the County agrees to accept payments in lieu of County real property taxes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County agree as follows:

1. Definitions. Capitalized Terms used in this Agreement shall have the meaning given to

them as set forth in this Agreement, including the Recitals and the Project Facts Section (the “**Project Facts Section**”) attached hereto and incorporated herein by reference, unless context clearly indicates otherwise.

“**Affordability Covenants**” means the covenants executed and recorded on the Property, in a form acceptable to the County, that require the Owner and all subsequent owners of the Property to offer for rent at least the Affordable Units to Eligible Households. For the purposes of clarity, the covenants shall be that certain instrument as described above in the Project Facts section of this Agreement.

“**Affordable Units**” mean those rental units in the Project that will be dedicated to the Eligible Households. The number of Affordable Units for the Project is set forth in the Project Facts Section.

“**Affordable Unit Annual Payment**” means the amount set forth in the Project Facts Section that represents the amount the Owner shall pay in lieu of taxes in accordance with this Agreement for the Affordable Units.

“**Agreement**” means this Payments In Lieu Of Taxes Agreement.

“**Annual Payment**” means the amount or formula set forth in the Project Facts Section that represents the amount that the Owner shall pay in lieu of taxes in accordance with this Agreement for a tax year. For projects consisting entirely of Affordable Units, the Annual Payment shall consist entirely of the Affordable Unit Annual Payment. For projects with both Affordable Units and Market Rate Units, the Annual Payment shall consist of the Affordable Unit Annual Payment plus the Market Rate Unit Annual Payment.

“**Annual Rate**” means that rate set forth in the Project Facts Section.

“**Area Median Income**” means the median income in the geographic area in which the Property is located, as determined annually by the U.S. Department of Housing and Urban Development, as adjusted for family size in a manner consistent with the requirements of Section 142(d) of the Internal Revenue Code of 1986, as amended (the “**IRC**”).

“**County**” means Prince George’s County, Maryland, a body corporate and politic.

“**County Financing**” means the financing in the form of grants, loans, some other funding, or financial incentive provided by the County or through the County to Owner as set forth in the Project Facts Section.

“**Council Resolution**” means the resolution identified in the Project Facts Section which authorizes the County entering into this Agreement.

“**Deferred Amount**” means the difference between the amount equal to the total Prince George’s County real property taxes which would have been due from the Owner on account of the assessed value of the Project in the absence of this Agreement, plus all unpaid and accrued interest, if any, which shall have been charged pursuant to this Agreement, less all amounts actually paid under this Agreement.

“**DHCD**” has the meaning given to it in the Recitals.

“**Effective Date**” means that date set forth in the Project Facts Section.

“**Eligible Households**” means the households as described in the Project Facts Section that are eligible to reside in the Project and whose initial annual income is within the AMI income band(s) set forth herein.

“**Market Rate Unit Annual Payment**” means the amount of County real property taxes that would be due with respect to the Market Rate Units if this Agreement was not in effect.

“**Market Rate Units**” means those rental units in the Project that are anticipated to be unrestricted and leased at market rate. The number of Market Rate Units for the Project is set forth in the Project Facts Section.

“**Other Financing**” means the other financing for the Project referenced in the Project Facts Section other than the County Financing.

“**Other Real Estate Taxes and Fees**” means, collectively, any taxes, fees and or fines assessed by or on behalf of other agencies such as the State of Maryland, Park and Planning, Washington Suburban Sanitation Commission, and solid waste charges and applicable fees for Bay Restoration and Clean Water.

“**Owner**” means the Owner identified in the Project Facts Section who is also the signatory of and party to this Agreement.

“**Person**” means, an individual, a corporation, an association, a limited liability company, a partnership, an estate, a trust and any other entity or organization.

“**PILOT**” means the negotiated payments in lieu of taxes.

“**Project**” means the project as described in the Project Facts Section.

“**Project Financing**” means the County Financing and Other Financing to the extent either type of financing exists in the Project.

“**Property**” means that particular property located at the address set forth in the Project Facts Section in Prince George’s County, Maryland, as more particularly described in **Exhibit A** attached hereto.

“**Service Facilities**” shall be defined as it is defined in the Act and shall include non-dwelling commercial and community facilities, community rooms, dining halls, infirmaries, child and adult day care facilities, and drug rehabilitation facilities.

“**Substantial Completion Date**” means the date on which the Project has obtained a Certificate of Occupancy from the appropriate authority.

“**Term**” means that period of time equal to the number of full tax years set forth in the Project Facts Section which commences on the Substantial Completion Date and expiring on the last day

of such period.

“**Termination Date**” means the earlier of the following to occur: (i) last day of the Term, or (ii) the date upon which there is an occurrence of any of the events set forth in Section 7 of this Agreement.

“**Total Units**” means the total number of rental units in the Project as set forth in the Project Facts Section.

2. Effective Date; Acceptance of Payments. This Agreement shall become effective as of the Effective Date and the obligation to pay negotiated payments in lieu of taxes for the Project shall commence as of the Substantial Completion Date and shall remain effective until the Termination Date. The payments to be made by the Owner to the County, provided for herein with respect to the Project, shall be in lieu of the payment of Prince George’s County taxes on real property under the Tax-Property Article of the Annotated Code of Maryland, as amended. Such payments shall be made by the Owner in accordance with Sections 4 and 6 of this Agreement and shall be accepted by the County only as long as: (i) the Project is owned and used for the provision of rental housing and related Service Facilities, including parking facilities to Eligible Households and pursuant to the Affordability Covenants; (ii) the Owner complies in all other respects with the requirements of the Act, and (iii) the Owner complies with all of its obligations under this Agreement.

3. Maximum Payments; Other Taxes and Fees. The intention of this Agreement is that any payments made in lieu of taxes pursuant to this Agreement shall at no time exceed the amount of County real property taxes which would have been paid for the tax year to which the payment applies if the Project were not exempt from taxation. The Owner and the County expressly agree and understand that the Other Real Estate Taxes and Fees are not subject to provisions of this Agreement. The Owner shall, therefore, pay all of the Other Real Estate Taxes and Fees in accordance with the applicable assessment and payment requirements; provided however, that this Agreement is not intended to limit the rights of the Owner to appeal or contest any real property assessment available under the State law.

4. Time and Place for Payments Due. All payments to be made pursuant to this Agreement shall be made by September 30th of each tax year. Payments shall be made to the Director of Finance at the address set forth in Exhibit B attached hereto. Payments of taxes based on the real property assessment shall be made at the time and in the manner provided by law.

5. Commencement of Exemption. During that period commencing with the Substantial Completion Date until the Termination Date, the Project shall be exempt from paying full Prince George’s County real property taxes. The intent of this Agreement being that the Owner shall receive the benefit of the making payments in lieu of taxes commencing on the Substantial Completion Date and ending on the Termination Date.

6. Payments.

(a) Annual Payments. For the period from the Substantial Completion Date and until the Termination Date, the Owner shall make Annual Payments to the County for each tax year, subject to increase at the Annual Rate per year after the first full calendar year following Substantial Completion. If the Project consists entirely of Affordable Units, then the Annual Payment shall consist entirely of the Affordable Unit Annual Payment. If the Project consists of both Affordable Units and

Market Rate Units, the Annual Payment shall consist of the Affordable Unit Annual Payment plus the Market Rate Unit Annual Payment.

(b) Recommencement of Tax Payments. Beginning on the Termination Date, the Project shall no longer be exempt from paying full County real property taxes and the Owner shall commence paying the regular County real property tax for the Project based on the County real property assessment.

(c) Deferred Amount. The Owner agrees that the Deferred Amount shall be due and payable upon the occurrence of any of the events set forth in Section 7 prior to the Termination Date; provided, however no Deferred Amount will be due to the County upon a sale, transfer or conveyance of the Property under Section 7(a) of this Agreement if the Owner or a subsequent owner, as the case may be, is (i) in compliance with the requirements of (1) the Act, (2) the Affordability Covenants, and (3) this Agreement; and (ii) the subsequent owner agrees in writing, in the County's absolute and sole satisfaction, to be bound by the terms, covenants, and conditions of the Affordability Covenants. For the purposes of clarity, any agreement by the County to not collect the Deferred Amount pursuant to the terms and conditions set forth in this paragraph shall not waive the County's right to subsequently collect upon termination of this Agreement, nor to reduce, the Deferred Amount which has accumulated to such date and the Deferred Amount will continue to accumulate thereafter as if no payment had been made towards the Deferred Amount. The terms and conditions set forth in this paragraph shall not apply to a refinance, sale, or transfer of the Property due to a foreclosure or a deed in lieu of foreclosure.

(d) Effect of Foreclosure or Deed in Lieu. If the Property is transferred or conveyed due to a foreclosure or a deed in lieu of foreclosure, the Project shall no longer be exempt from the County real property taxes and as applicable, all real property taxes shall be due and immediately payable to the County. Notwithstanding the foregoing, this Agreement will continue to be in effect if a subsequent purchaser obtains ownership of the Project through a foreclosure, deed in lieu of foreclosure, or similar proceeding and if the subsequent owner is (a) in compliance with the requirements of (i) the Act, (ii) the Affordability Covenants, and (iii) this Agreement and (b) executes its own Agreement with the County containing the same terms and conditions as set forth in this Agreement, for a term equal to the term remaining in the Agreement. However, if the Affordability Covenants is terminated, this PILOT will also terminate.

7. Termination of Agreement. This Agreement shall terminate upon the occurrence of any of the events listed below, and upon termination all payments then due under this Agreement, including but not limited to the Deferred Amount (but subject to the terms of Section 6(d) above), shall be paid to the County by the Owner within sixty (60) calendar days thereof.

(a) The Property shall cease to be owned by the Owner; provided, however, in the event the Owner desires to sell, transfer or convey the Property to a third party, the County will consider a request by the Owner or such third party to cause the assignment of this Agreement to such third party simultaneous with the third party acquiring fee simple title to the Property, the approval of which shall be in the County's sole and absolute discretion. The sale, transfer or conveyance of the Property to such County approved third party shall not trigger a termination of this Agreement or payment of the Deferred Amount;

(b) The Owner shall fail to comply with the terms and conditions of the Affordability Covenants and such failure remains uncured by the Owner within sixty (60) days after receipt of written

notice thereof from the County;

(c) The Owner, the Property or the Project shall cease to comply with the conditions of the Act;

(d) The Owner shall fail to make any payment hereby required as and when due, which failure continues for ten (10) business days following Owner's receipt from the County of notice of such payment failure;

(e) The Owner shall fail to deliver the reports and submissions required under this Agreement, which failure continues for ten (10) business days following Owner's receipt from the County of notice of such failure; and

(f) The Owner shall elect to terminate this Agreement by providing written notice to the County.

The County, as a courtesy, shall provide a copy of any notice provided to the Owner to the Persons listed on Exhibit B. Any cure made by Owner's non-managing members on behalf of Owner shall be accepted as if made by Owner.

8. Payments Due; Treatment. All taxes (as applicable) shall be due and payable by September 30th of each year. All payments under this Agreement shall be subject to the same interest rate, collection, and tax sale provisions of the Prince George's County Code as for the collection of County property taxes except as otherwise expressly set forth in this Agreement.

9. Default for Failure to Pay; Remedies. If the Owner has not paid the amount due under this Agreement before March 30th following the due date, the County may, at its option, declare a default by providing written notice of such default to the Owner and to the Persons listed on Exhibit B attached hereto. If within ten (10) business days of such written notice, any payments that are owed have not been brought current by the Owner or a Person listed on Exhibit B on the Owner's behalf, then the County may declare all taxes, which shall include the Deferred Amount, due. In order to enforce its rights under this paragraph after a failure to bring payments current, within thirty (30) days of the Owner and the Persons listed on Exhibit B receiving written notice of the Owner's default, the County may, in its sole and absolute discretion, renegotiate this Agreement, foreclose or seek any other remedy available at law or in equity (including tax sale proceedings). Payments due under this paragraph shall be considered a lien against the Property just as any other delinquent real property taxes shall constitute a lien. The County's delay and or failure to provide notice within the time and manner stated herein shall not limit or otherwise be deemed a waiver of its rights and remedies available in law and equity.

10. Representations and Warranties.

(a) The Owner represents and warrants to the County that it is eligible in all respects to enter in this Agreement to make payments in lieu of taxes under the Act.

(b) The Owner covenants and agrees that it will do all things necessary to remain eligible to make payments in lieu of taxes in accordance with the Act.

11. Reporting and Submission Requirements. The Owner covenants to comply with the

following:

(a) Owner shall submit to the County's Director of Finance and the County's Director of the Department of Housing and Community Development, within five (5) business days after execution by Owner, the following documents: entity agreements, including but not limited to, the Operating Agreement or Limited Partnership Agreement, the Affordability Covenants, and any other agreement or documents deemed necessary for submission to the County.

(b) If requested by the County, the Owner shall provide a copy of the Certificate of Substantial Completion to the County's Director of Finance and the Director of the Department of Housing and Community Development within five (5) business days after issuance.

(c) The Owner shall provide the amendments to any of the above documents or reports within five (5) business days after execution or receipt of such amendments. Any document or agreement recorded in Land Records shall include the appropriate recording reference.

12. Agreement to Maintain Housing for Lower Income Persons. Owner agrees to maintain the Affordable Units at the Property as rental housing for lower income persons under the requirements of a federal, State, or local government program and the Owner agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement, if applicable.

13. Notices. Documents submitted to the owner or the County, as applicable and notices provided hereunder should be addressed as set forth in **Exhibit B** attached hereto and incorporated herein by reference, or such other address as directed by the listed recipient of such documents and notices.

14. No Assignment. Neither this Agreement nor any of the rights and obligations hereunder may be assigned, without the prior written consent of the County which may be withheld in its sole and absolute discretion.

15. Incorporation by Reference. The Project Facts Section and recitals, both set forth above, are herein incorporated as operative provisions. The Exhibits referenced in this Agreement and attached hereto are incorporated herein by reference.

16. Survival of Termination. Notwithstanding anything contained in this Agreement to the contrary, the provisions of Section 6(c), 6(d), 7, 8, and 9 shall survive the termination of this Agreement pursuant to Section 7 of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

**OWNER SIGNATURE PAGE TO PAYMENTS
IN LIEU OF TAXES AGREEMENT**

The Parties have caused this Agreement to be signed under seal as of the Effective Date.

OWNER:

HAMLET APARTMENTS LLC, a Maryland
limited liability company

By: Hamlet Manager LLC, a Maryland
limited liability company, its Managing
Member

By: Osprey Property Company II LLC, a
Maryland limited liability company, its
Administrative Member

By:  
Name: Brian Lopez
Its: President

[SIGNATURES CONTINUE ON THE NEXT PAGE]

COUNTY SIGNATURE PAGE TO PAYMENTS
IN LIEU OF TAXES AGREEMENT

The Parties have caused this Agreement to be signed under seal as of the Effective Date.

COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND

By: _____



Name: Angie Rodgers

Its: Deputy Chief Administrative Officer for
Economic Development

EXHIBIT "A"

DESCRIPTION

A PORTION OF PARCEL "A", BLOCK "A"
HAMLET WOODS
BLADENSBURG DISTRICT NO. 2
PRINCE GEORGE'S COUNTY, MARYLAND

BEING a portion of those lands conveyed by a Deed dated January 11, 1988 from Warren Browning, et al., to Della Ratta, Inc. recorded among the Land Records of Prince George's County, Maryland in Liber 6909 at Folio 344, said lands subsequently included on a plat of subdivision entitled "Parcels A, B & C, Block "A", Hamlet Woods" recorded among the said Land Records in Plat Book VJ 161 as Plat No. 26, the herein described lands being a portion of Parcel A shown on said plat, as now surveyed by Atwell, LLC and being hereinafter described in Maryland State Grid meridian (NAD 83/11) as follows:

Beginning for same at an iron rod found at the beginning of the southwesterly or N56°39'56"W, 66.33 foot of said Parcel "A" also being the northeasterly corner of Lot 4, Block E as shown on a plat of subdivision entitled "Mary Mason Village" recorded among the said Land Records in Plat Book BB 14 as Plat No. 54; thence with said southwesterly line of Parcel "A", common with a northeasterly line of said Lot 4

1. North 56°43'42" West, 70.87 feet to the southwesterly corner of said Parcel "A", Hamlet Woods and being the southeasterly corner of Parcel "A" as shown on a plat of subdivision entitled "Parcel 'A', Carter's Lane Elementary School" recorded among the said Land records in Plat Book WWW 68 as Plat No. 78; thence continuing with the N20°50'34"E, 435.97 foot line of said Parcel "A", Hamlet Woods, common with a portion of the easterly line of said Parcel "A", Carter's Lane Elementary School,
2. North 20°46'36" East, 285.88 feet to the most southerly common corner of said Parcel "B", Hamlet Woods and the northwest corner of Parcel A, Block A, Hamlet Woods as shown on said Plat VJ 161, Plat No. 26; thence continuing with the common lines of said Parcels "A" and "B" Hamlet Woods the following six (6) courses,
 3. North 41°21'12" East, 135.00 feet to a point;
 4. North 77°50'50" East, 103.37 feet to a point;
 5. South 68°00'44" East, 118.87 feet to a point;
 6. North 44°59'56" East, 9.00 feet to a point;
 7. South 45°00'04" East, 100.00 feet to a point; and
8. North 58°47'57" East, 112.46 feet to the northwesterly corner of those lands included as Phase 5 as shown on a plat entitled "Condominium Plat, Phase 5, 4416 thru 4444 Blue Heron Way, Hamlet Woods" recorded among the said Land Records in Plat Book VJ 186 as Plat No. 92; thence continuing reversely with the westerly or N02°11'24"E, 203.01 foot line of said Phase 5 and reversely with the N02°11'24"E, 84.67 foot line of those lands included as Phase 8 as shown on a plat entitled "Condominium Plat, Phase 8, 4400, 4404, 4408 & 4412 Blue Heron Way, Hamlet Woods" recorded among the said Land Records in Plat Book REP 192 as Plat No. 66, said westerly line of Phase 5 and Phase 8 contiguous with the easterly line of the herein described Portion of Parcel "A",
9. South 02°13'32" West, 295.85 feet to a point for the northly end of the S00°37'28"W, 417.78 foot line of said Parcel "A", Hamlet Woods (PB. VJ 186, P. 90); thence continuing with said line being common with the westerly line of Lot 1 as shown on a Plat of Subdivision entitled "Plat of Benjamin Tabb's Estate" recoded among the said Land Records in Plat Book BDS 1 as plat No. 55,

10. South 00°39'36" West, 414.92 feet to an iron rod found at the easterly end of the S83°15'29"W, 250.00 foot line of said Parcel "A"; thence continuing with said line, common with a portion of the northerly line of Parcel "E" as shown on a plat of subdivision entitled "Parcels 'E' and 'F', Mattapony Manor" recorded among the said Land Records in Plat Book WWW 41 as Plat No. 25 and reversely with the N83°15'28"E, 68.37 foot line of Parcel "J" as shown on a plat of subdivision entitled "Parcels 'G', 'H' & 'J', Mattapony Manor" recorded among the said Land Records in Plat Book WWW 52 as Plat No. 88,

11. South 83°17'36" West, 249.86 feet to an iron rod found; thence with the N00°37'28"E, 658.01 foot line of said Parcel "A", common with the easterly line of said Parcel "J",

12. North 00°39'36" East, 658.01 feet to a point at the most northerly common corner of said Parcel "J" and Parcel "A", Hamlet Woods (PB. 161, P26); thence continuing with the S41°03'57"W, 391.63 foot line of said Parcel "A" common with the northwesterly line of said Parcel "J", the northwesterly end of 57th/ Avenue (and 80 foot wide public right-of-way) and a portion of the northwesterly line of Parcel "H" all shown on said Plat Book WWW 52, Plat No. 58,

13. South 41°06'04" West, 394.07 feet to the point of beginning.

CONTAINING an area of 241,767 square feet or 5.5502 acres of land.

BEING ALSO THE FOLLOWING DESCRIPTION COMBINED WITH THE DESCRIPTION ABOVE CONSISTS OF WHAT REMAINS OF PARCEL A AS SHOWN ON PLAT 161/26.

DESCRIPTION OF REMAINING PORTION OF PARCEL "A", BLOCK "A"
HAMLET WOODS
BLADENSBURG DISTRICT NO. 2
PRINCE GEORGE'S COUNTY, MARYLAND

BEING a portion of those lands conveyed by a Deed dated January 11, 1988 from Warren Browning, et al., to Della Ratta, Inc. recorded among the Land Records of Prince George's County, Maryland in Liber 6909 at Folio 344, said lands subsequently included on a plat of subdivision entitled "Parcels A, B & C, Block "A", Hamlet Woods" recorded among the said Land Records in Plat Book VJ 161 as Plat No. 26, the herein described lands being that portion of said Parcel "A" lying southerly of Carters Lane, easterly of the Hamlet Woods and Hamlet Woods II condominium plats (as enumerated below), northerly of the north end of Emerson Street, and westerly of the lands of The United States of America known as the Baltimore-Washington Parkway, as now surveyed by Atwell, LLC and being hereinafter described in Maryland State Grid meridian (NAD 83/11) as follows:

Beginning for same at a point on the southerly right-of-way line of Carters Lane (a 60 foot wide public right-of-way) as dedicated by a plat of subdivision entitled "Additional Dedication for Widening Carters Lane, Nicholson St., and Longfellow St. in Templeton Hills" recorded among the said Land Records in Plat Book WWW 18 as Plat No. 40, said point also being the northeasterly corner of that portion of said Parcel "A" shown on a plat known as Condominium Plat, Phase 1, Hamlet Woods recorded among the said Land Records in Plat Book VJ 168, as Plat No. 36, said point also being North 83°26'12" West 143.14' from an iron rod and plastic cap found on the said southerly right-of way line of Carter Lane for the northwesterly corner of said Phase 1, Hamlet Woods; thence binding with the said southerly right-of-way line of Carters Lane common with a portion of the northerly line of said Parcel "A"

1. North 83°26'15" East, 303.57 feet to a point on the fifth (5th) or N 16°30'30" W. 779.54 foot line of Tract No. 155 of those lands devised to The United States of America by a Judgement on the Declaration of Taking dated July 25, 1945 and recorded among the said Land Records in Liber 794 at Folio 197 and known as The Baltimore-Washington Parkway, said point being the northeasterly corner of said Parcel "A", and from said point a 4"x4" concrete monument found lies North 16°31'35" East, 9.16 feet and North 26°51'26" East, 30.03 feet along a portion of the westerly lines of the said lands of The United States of America; thence continuing reversely with a portion of said fifth line of Tract No. 155 common with an easterly line of said Parcel "A"

2. South 16°31'35" West, 773.89 feet to a 4"x4" concrete monument found; thence continuing reversely with the fourth or N 2°20'10" W, 654.01 foot line of Tract No. 155 common with an easterly line of said Parcel "A"
3. South 02°18'58" East, 653.72 feet to a pinch top iron pipe found for the southeasterly corner of said Parcel "A" and being the northeasterly corner of those lands shown on a plat entitled "Master Plat, Country Club Towers Condominium" recorded among the said Plat Records in Plat Book NLP 116 as Plat No. 25; thence continuing reversely with the northerly or S 50°27'04" E, 197.56 foot line of said plat of Country Club Towers common with a southerly line of said Parcel "A"
4. North 50°25'55" West, 197.56 feet to a point for the end of the easterly right-of-way line of Emerson Street (a 60 foot public right-of-way) as dedicated by a plat of subdivision entitled "Parcels "E" and "F", Mattapony Manor" recorded among the said Land Records in Plat Book WWW 41 as Plat No. 25, said point also being the most easterly corner of those lands conveyed by a Deed dated April 9, 1999 to The Council of Unit Owners of Hamlet Woods Condominium Inc. recorded among the said Land Records in Liber 12994 at Folio 30; thence continuing, in part, reversely with the third (3rd) or S 49-21-31 East, 74.52 of the lands described in said Liber 12994, Folio 30 and a portion of the third or North 43 degrees 2 minutes West, 460.7 foot line of those lands conveyed by a Deed dated August 31, 2020 to Mohammad K. Lahrodi recorded among the said Land Records in Liber 44322 at Folio 223, both being common with a portion of the N 49°21'03" W, 488.48 foot line of said Parcel "A"
5. North 49°50'13" West, 268.43 feet to a point for the southeasterly corner of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 8, Hamlet Woods' recorded among the said Land Records in Plat Book REP 192, as Plat No. 66; thence continuing through, over and across said Parcel "A" with lines of plats of condominium the following eight (8) courses: with a portion of the easterly line of said Phase 8
6. North 02°24'08" West, 32.61 feet to a point; thence with the southerly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 2, Hamlet Woods II' recorded among the said Land Records in Plat Book PM 220, as Plat No. 86
7. North 87°12'47" East, 115.57 feet to a point; thence continuing with the easterly line of said Plat Book PM 220, Plat No. 73 and the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 1, Hamlet Woods II' recorded among the said Land Records in Plat Book REP 203, as Plat No. 73
8. North 02°24'08" West, 412.98 feet to a point; thence continuing with the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 4, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 189, as Plat No. 27 and a portion of the easterly lines of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 3, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 172, as Plat No. 53
9. North 20°01'13" East, 143.50 feet to a point; thence continuing with an easterly line and a portion of the northerly line of said Plat Book VJ 173, Plat No. 53
10. North 15°11'30" West, 137.07 feet to a point; and
11. North 84°02'50" West, 12.81 feet to a point on the easterly line of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 2, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 170, as Plat No. 66; thence continuing with a portion of said easterly line of Plat Book VJ 170, Plat No. 66
12. North 15°03'28" East, 136.60 feet to a point; thence continuing with the southeasterly and the easterly lines of that portion of said Parcel "A" shown on a plat known as 'Condominium Plat, Phase 1, Hamlet Woods' recorded among the said Land Records in Plat Book VJ 168, as Plat No. 36

13. North $41^{\circ}22'53''$ East, 188.07 feet to a point; and

14. North $06^{\circ}09'49''$ West, 69.55 feet to the point of beginning.

CONTAINING an area of 347,652 square feet or 7.9810 acres of land.

EXHIBIT B

Addresses for Notices:

To the County:	To the Owner:
Prince George's County Department of Housing and Community Development 9200 Basil Court, Suite 306 Largo, Maryland 20774 Attention: Director	Hamlet Apartments LLC, c/o Osprey Property Company 16 Greenmeadow Drive, Suite G107 Timonium, Maryland 21093 Attention: James Riggs Email: jriggs@ospreypc.com
With a Copy To:	With a Copy To:
Office of Law Wayne K. Curry Administration Building 1301 McCormick Drive, Suite 4100 Largo, Maryland 20774	Berkadia Hamlet Apartments MTE LLC Two Liberty Place 50 South 16 th Street Suite 2825 Philadelphia, PA 19102 Attention: Managing Director
	With a Copy To:
	Nixon Peabody LLP Exchange Place 53 State Street Boston, MA 02109 Attention: Roger W. Holmes
	Community Development Administration 7800 Harkins Road Lanham, Maryland 20706 Attn: Director, Division of Credit Assurance With Copy To: Office of the Attorney General 7800 Harkins Road Lanham, Maryland 20706 Attn: Counsel