

PRESERVATION OF HISTORIC RESOURCES

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 21st day of

August, 1984, by and between

WOODY E. YOUNG and KATHLEEN C. YOUNG, his wife,

, Grantor

and Montgomery County, Maryland, Grantee.

WITNESSETH, WHEREAS, the Grantee, by Ordinance No. 9-6, adopted July 24, 1979, which became effective as Chapter 24-A of the Montgomery County Code entitled "Preservation of Historic Resources", established an Historic Preservation Commission for the purpose generally of protection, preservation, continued use and enhancement of historic resources, all as is more particularly provided for by law; and,

WHEREAS, the property hereinafter described has been designated an Historic Resource by the Historic Preservation Commission, and this easement will promote the protection, preservation, continued use and enhancement of said property, and,

WHEREAS, the Grantee is possessed with the power and duty to accept, hold and administer this easement, and,

WHEREAS, the Grantor has received certain funds and assistance, as hereinafter set out, through the auspices of the Historic Preservation Commission with which to carry out and comply with the agreed upon requirements and recommendations of said Commission, including the granting of this easement.

NOW, THEREFORE, in consideration of these premises and receipt of one dollar (\$1.00) in hand paid

and other good and valuable considerations,
the receipt of which is hereby acknowledged,

NO FEE - MONTG. CO. MD.

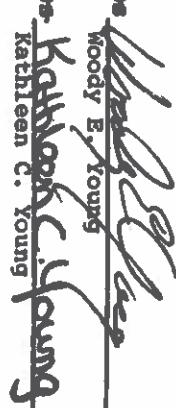
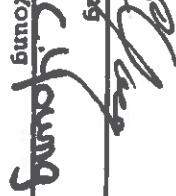
Witnessed by: D. Blagden

in good, clean and safe condition and shall maintain, repair and administer the Property to preserve the historic, aesthetic and cultural character and appearance of the Property as is shown and described in Exhibit A. The maintenance, repair and administration of the Property shall further conform to the requirements of Paragraph D of this Easement. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) The Grantor and Grantee hereby agree to, and incorporate herein by reference, all the terms and conditions of Chapter 24-A of the Montgomery County Code, entitled "Preservation of Historic Resources" and particularly as it applies to changes, alterations, work permits, inspection, penalties, appeal, and in general, the rights and duties of both the Grantor and Grantee.

In addition, the Grantor and Grantee hereby agreed that this easement shall be construed and interpreted as being created under the Real Property Title 2 Section 2-118 of the Annotated Code of Maryland.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Grantor  Grantee _____ (SEAL)
 Name: Moody E. Young
 Relationship: Witness
 Signature: 
 Name: Kathleen C. Young
 Relationship: Grantee _____ (SEAL)

Jurat, (individual or corporate)

The following party joins as Grantee and Mortgagee:

Attest: Carol A. MacLean  MONTGOMERY COUNTY, MARYLAND
 By: 
 Name: Lewis T. Roberts
 Relationship: Chief Administrative Officer
 Corporate Jurat

6559 page 008

OFFICE OF
THE COUNTY ATTORNEY

Montgomery County, Maryland
Executive Office Building
101 St. Asaph Street
Rockville, Maryland 20850
TELEPHONE
AREA CODE 301
291-0200

October 23, 1984

Howard W. Smith, Clerk
Circuit Court for Montgomery
County, Maryland
Courthouse
Rockville, Maryland 20850

Dear Mr. Smith:

Please record the attached document on behalf of
Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

PAUL A. MCGUCKIAN
COUNTY ATTORNEY


Robert G. Tobin, Jr.
Deputy County Attorney

PAM:RGT:1ah
0025T
Attachment

Verif'd by: D. Weiland