

31533 143

31/6
102 1/6 Kensington
PKwy

Parcel I.D. Nos. 13-15-1019573; 13-15-1019584; 13-15-1019595; and 13-15-1019607

DEED OF EASEMENT

THIS DEED OF EASEMENT (the "Deed") is granted as of this 20th day of December 2005, by STEPHEN L. PETERSON and ALESLA W. PETERSON (individually, a "Grantor"; and jointly, the "Grantors") to and for the benefit of MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "Grantee").

WHEREAS, the Grantors are the owners of certain real property known as 10216 Kensington Parkway, Kensington, Maryland 20895, consisting of Lot 6, Lot 7, Lot 8 and Lot 9 (individually, a "Lot"; and collectively, the "Lots") in Block 3 in the Subdivision known as Kensington Park, Montgomery County, State of Maryland and as more particularly described in Exhibit A attached hereto and incorporated herein by reference and which consists of land containing approximately 31,375 square feet in size (the "Property") and upon which certain improvements have been developed (the "Improvements"); and

WHEREAS, the single-family home currently on the Property is situated on Lot 8; and WHEREAS, the Property is located in an historic district listed in the National Register which historic district has been acknowledged and accepted by the Grantee and the Maryland-National Capital Park and Planning Commission and incorporated into the Grantee's master plan for historic preservation; and

WHEREAS, Grantee is a body corporate and politic and has established laws whose purpose is generally to protect, preserve and enhance sites, structures with their appurtenances and environmental settings, and districts of historic, archeological, architectural or cultural value, all as is more particularly provided for by law; and

WHEREAS, this Deed will promote the conservation and preservation of the substantial historic, architectural, cultural and scenic character of the Property; and

10216
KENSINGTON
PKWY

WHEREAS, the Grantors hereby express their desire to limit and otherwise restrict the improvement and the nature of the improvements which may be made to certain of the Lots as set forth in the Deed; and

WHEREAS, Grantee is possessed with the power and duty to accept and hold this Deed; and

WHEREAS, the Historic Preservation Commission of Montgomery County, Maryland (the "Historic Preservation Commission") is possessed with the power and duty to administer this Deed; and

WHEREAS, Grantee has determined that this Deed is exclusively for conservation and preservation purposes.

NO FEE - MONTG. CO. MD.

2005 DEC 29 A 4 08

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantors hereby grant and convey to Grantee with Special Warranty of Title certain easement(s) (individually, an "Easement"; collectively, the "Easements") with respect to certain of the lots comprising the Property known as 10216 Kensington Parkway, Kensington, Maryland 20895, together with all of the rights and interests thereto belonging to said lots, which is situate, lying and being in Montgomery County, State of Maryland, and which is more particularly set forth in Exhibit A.

2. The definitions of the words "Property" and "Improvements" set forth in the Recitals are incorporated herein by reference.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. Each Easement shall be perpetual in duration. The parties agree that each Easement is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the lot on which said Easement is granted enforceable by Grantee and its successors, transferees and assigns with respect to each said lot and against Grantors and Grantors' heirs, successors, transferees and assigns. Each Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the lot on which said Easement is granted. Notwithstanding the immediately preceding sentence, the Property and the Improvements are currently encumbered by (i) a Deed of Trust recorded in the land records of Montgomery County, Maryland securing a loan payable to Chase Manhattan Mortgage Corporation ("Lender One"); and (ii) a Deed of Trust recorded in the land records of Montgomery County, Maryland securing a loan payable to SunTrust Bank ("Lender Two"). Lender One and Lender Two each hereby subordinates its rights in the Property and to the right of the Grantee, its successors or assigns, to enforce the conservation purposes of the Easements in perpetuity, and joins in the execution of this Deed of Easement for the sole and limited purpose of so subordinating its interest.

(B) Description of Easement. The Easements which the Grantors grant and the rights reserved to the Grantors pursuant to this Deed are described as follows:

(i) With respect to Lot 6 and Lot 7 of the Property the Grantors hereby prohibit any development improvements to both Lot 6 and Lot 7 other than the maintenance and/or improvement (x) to any fence, barrier or other form of separation currently on or subsequent to the date hereof constructed on Lot 6 or Lot 7 which shall separate Lot 6 from Lot 7 or separate Lot 6, Lot 7 or both from any adjacent or contiguous property or (y) to any driveway currently on, or subsequent to the date hereof, constructed on Lot 6 or Lot 7 or Lot 6 and Lot 7.

(ii) With respect to Lot 8 on which the Grantor's home is currently located there shall be no easement granted which limits and otherwise restricts the development, renovation or alteration of or the nature of the improvements which may be made to said Lot in any manner and, accordingly, the Grantors reserve the right to construct on or otherwise develop, renovate or alter Lot 8 with any improvement; provided, however, that in all events any such construction, development, renovation, alteration or improvement, shall be developed, planned and implemented in accordance with the applicable rules and regulations of and approved by the Historic Preservation Commission and any other governmental or quasi-governmental agency having authority over the development of Lot 8.

(iii) With respect to Lot 9 the Grantors prohibit the construction of a single-family or multi-family home or townhouse or any other improvement which may be used as a residence on Lot 9. However, notwithstanding the immediately preceding sentence, the Grantors reserve the right to construct on or otherwise develop, renovate or alter Lot 9 with any improvement including, but not limited to, (a) an addition to, upgrade to, or change in the use and purpose of any existing structure currently on or subsequent to the date hereof constructed on Lot 9, (b) a garage, (c) a swimming pool, (d) tennis court, (e) an accessory apartment, or (f) a fence or other barrier separating Lot 9 from any adjacent or contiguous property; provided, however, that in all events any such construction, development, renovation, alteration or improvement, shall be developed, planned and implemented in accordance with the applicable rules and regulations of and approved by the Historic Preservation Commission and any other governmental or quasi-governmental agency having authority over the development of Lot 9.

(C) Subdivision Prohibited. Grantors hereby acknowledge that the Property consists of four (4) lots. The Grantors hereby memorialize their desire to treat and preserve all of the Property as a single unitary parcel in furtherance of their wishes to permit only one single-family home on the Property and to prohibit the construction of an additional single-family home on the Property except as otherwise provided for herein and, accordingly, the Grantors hereby covenant and agree that there shall exist only one single-family home on the Property and they shall not cause, permit or suffer the construction of an additional single-family home on the Property.

(D) Public Access. Grantors hereby agree to make the Property open to the public on two days per year, from 10:00 A.M. until 4:00 P.M., by prearrangement and appointment through the Grantee for inspection and viewing of the grounds and exterior structure; and to further permit the Grantee access to the grounds on such days or at other times by appointment as may be determined by the Grantor, to (i) photograph the grounds and exterior structure and to distribute such photographs to magazines, newsletters, or other publicly available publications, and (ii) to arrange for educational organizations, professional architectural associations, and historic societies to study the Property and the exterior of the structure.

(E) Inspection. Grantee shall have the right to enter the Property on reasonable notice to the Grantors for the purpose of inspecting the Property to determine whether there is compliance by the Grantors with the terms of this Deed. Grantors and Grantee agree that

they shall be governed by Chapter 24A of the Montgomery County Code and that all renovations and alterations made to the structure shall be reviewed and approved by the Historic Preservation Commission.

(F) Enforcement. Upon any breach by the Grantors of any of the material terms, conditions or restrictions contained in any Easement granted hereby, the Grantee may exercise any or all of the following remedies, but only after fifteen (15) days prior written notice and opportunity to cure such breach:

- (i) institute a suit to enjoin any breach or enforce any covenant by ex parte temporary and/or permanent injunction;
- (ii) demand that any Lot and/or Property be restored promptly to the condition required by said Easement or Easements; and
- (iii) correct any breach, and hold Grantors responsible for the resulting cost.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If the Grantors are found to have breached any of their obligations under any Easement granted hereby, Grantors shall jointly or severally reimburse Grantee for any reasonable costs or expenses incurred by Grantee, including, but not limited to, court costs and reasonable attorneys' fees.

(G) Waiver. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(H) Notice. Any notice required to be given hereunder shall be in writing and shall be given by certified or registered mail, with postage prepaid and return receipt requested and, if to the Grantors, addressed to the Grantors as follows:

Stephen and Alesia Peterson
(or the then current owner of the Real Estate)
10216 Kensington Parkway
Kensington, Maryland 20895

or to the Grantors at such other address as the Grantors may from time to time designate by notice to the Historic Preservation Commission, or, if to the Grantee, addressed to the Grantee as follows:

Chairperson
Historic Preservation Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

or to the Grantee at such other address as the Chairperson of the Historic Preservation Commission may from time to time designate by notice to the Grantors. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(I) Construction. The Easements are for the purpose of promoting and shall be construed to promote the purposes of Chapter 24A of the Montgomery County Code and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and to preserve the historic, architectural, cultural and scenic character of the Property.

(J) Subsequent Conveyance. Grantors agree that the restrictions set forth in this Deed will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantors' fee simple title to any applicable portion of the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(K) Transfer of Ownership. The Grantors agree to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within thirty (30) days of the time the transfer is consummated.

(L) Conservation Purposes. Grantee agrees that it will hold this Deed exclusively for conservation purposes, i.e., that it will not transfer this Deed whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Deed to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Deed under any pertinent provisions of federal law including, but not limited to, the Maryland Historical Trust, which will continue to hold this Deed exclusively for conservation purposes.

(M) Property Right. Grantors agree that the donation of this Deed gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that this Deed at the time of the donation bears to the value of the Property as a whole.

(N) Extinction. Each Easement may be extinguished by a judicial proceeding if an unexpected change in the conditions applicable to the Lot upon which said Easement is granted occurs including, but not limited to, a casualty which substantially destroys the structure or makes it impossible or impractical to continue the use of said Easement for conservation purposes. In the event of such judicial extinguishment of an Easement granted hereby, and upon a subsequent sale, exchange or involuntary conversion of the Lot upon which said Easement is granted, or any portion thereof, Grantee shall be entitled to a portion of the proceeds of the sale, exchange or involuntary conversion which are allocated to said Lot (as

defined herein and which does not include the value of any improvements) equal to the proportionate value that said Easement, at the time of its donation, bore to the value of the applicable Lot as a whole at that time, but which in no event shall be less than five percent (5%) of the value allocated to said Lot at the time of such sale, exchange or involuntary conversion, and any and all compensation so received by the Grantee shall be used by the Grantee in a manner for conservation purposes consistent with the Easement.

(O) Interpretation. This Deed shall be interpreted under the laws of the State of Maryland and Montgomery County, Maryland resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its historic preservation purpose.

(P) Perpetual Duration. The Easements created by this Deed shall be a servitude running with the land in perpetuity. Every provision of the Easements that applies to the Grantors or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors in interest.

(Q) Responsibilities of Grantors Not Affected. Other than as specified herein, the Easements are not intended to impose any legal or other responsibility on the Grantee, or in any existing obligation of the Grantors as owners of the Property.

To have and To Hold, this Deed of Easement unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors and Grantee intending to legally bind themselves have set their hands and seals on the date first written above.

Witness:

Patricia L. Peterson By: Alesia W. Peterson
Stephen L. Peterson

Patricia L. Peterson

By: Alesia W. Peterson
Alesia W. Peterson

Sophia Long

Bruce Romer

Bruce Romer, Chief Administrative Officer,
Montgomery County, Maryland

31533 149

APPROVED AS TO FORM AND LEGALITY

Vickie L. Gaul, Plk. County Atty.
Vickie L. Gaul
Office of the County Attorney
12/22/05

31533 1501

Lender One Acknowledgment – Deed of Easement

IN WITNESS WHEREOF, Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation has on this 20th day of December, 2005, caused these presents to be signed by Tamara Aziz, its Asst. Vice President, and attested by its Asst. Secretary and its corporate seal to be affixed and hereby appoints Tamara Aziz its true and lawful Asst. Vice President to acknowledge and deliver these presents as its act and deed.

Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation

Attest:

(Corporate Seal)


Charita Raganas, Asst. Secretary

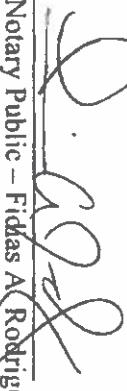
By: 
Tamara Aziz, Asst. Vice President

Notary Form For Lender One

FLORIDA
)
) SS:
HILLSBOROUGH
)

I hereby certify that on this 20th day of December, 2005, before the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared before me Tamara Aziz who is personally well known to me as the person named as the Asst. Vice President in the foregoing and annexed deed of easement as the executive officer as aforesaid, and by virtue of the power vested in him/her by said deed, acknowledged the same to be the act and deed of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation.

IN TESTIMONY WHEREOF, I have affixed my official seal.


FIDIAS A. RODRIGUEZ
Notary Public – Fidias A. Rodriguez

My Commission expires: 02/29/2008



3-1533-151-

Lender Two Acknowledgment - Deed of Easement

IN WITNESS WHEREOF, SUN TRUST BANK [lender name] has on this 11th day of December, 2005, caused these presents to be signed by John H. Crawford [print name], its V.P. [title of executive officer], and attested by its ✓ P. [title of attesting officer e.g., "corporate secretary"] and its corporate seal to be affixed and hereby appoints Ross G. Perley its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest:

Name of Lending Institution

(Corporate Seal)

Assisting Officer

Executive Officer or Attorney in Fact

Notary Form For Lender Two

Life of Myself

I hereby certify that on this 12 day of December, 2005, before the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared before me John V. Gensler who is personally well known to me as the person named as the attorney in fact in the foregoing and annexed deed of easement as the executive officer or attorney in fact (circle one) as aforesaid, and by virtue of the power vested in him/her by said deed, acknowledged the same to be the act and deed of _____.

IN TESTIMONY WHEREOF, I have affixed my official seal.

My Commission expires

ACKNOWLEDGMENTS

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)
) SS:

I hereby certify that on this 17th day of December, 2005, before the subscriber,
a Notary Public of the State of Maryland, personally appeared before me STEPHEN L.
PETERSON and acknowledged the foregoing instrument to be his act and deed and that he
executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my official seal.

Patience Gaskill
Notary Public

My Commission expires:

PATIENCE GASKILL
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES AUG. 1, 2008

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)
) SS:

I hereby certify that on this 17th day of December, 2005, before the subscriber,
a Notary Public of the State of Maryland, personally appeared before me ALESIA W.
PETERSON and acknowledged the foregoing instrument to be her act and deed and that she
executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my official seal.

Patience Gaskill
Notary Public

My Commission expires:

PATIENCE GASKILL
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES AUG. 1, 2008

91533 1531

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)
) SS:

I hereby certify that on this 28 day of December, 2005, before the subscriber, a Notary Public of the State of Maryland, personally appeared before me Bruce Romer and acknowledged that he is the Chief Administrative Officer of Montgomery County, Maryland and that the execution of the foregoing instrument is his free act as Chief Administrative Officer on behalf of Montgomery County, Maryland.

IN TESTIMONY WHEREOF, I have affixed my official seal.

Debrah A. Richards
Notary Public
Debrah A. Richards

My Commission expires: 3-1-08

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him.

Daniel P. Hodin
Daniel P. Hodin, Esquire

This instrument is insured by: No title insurance.

Grantor's and property address:

10216 Kensington Parkway, Kensington, MD 20895

Grantee's address:

Montgomery County, MD
101 Monroe Street, 3rd Floor
Rockville, MD 20850

AFTER RECORDING, PLEASE RETURN TO:
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

Attn: Vickie Gaul

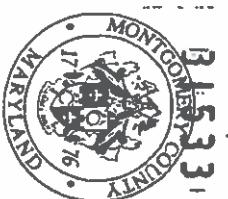
31533-1541

EXHIBIT A

Legal Description

Lots numbered Six (6), Seven (7), Eight (8), and Nine (9), in Block Three (3) in the subdivision known as "Kensington Park" duly recorded among the Land Records of Montgomery County, Maryland in Liber JA-23, Folio 3 and Plat Book B, Plat 4.

31533 1551



OFFICE OF THE COUNTY ATTORNEY

Douglas M. Duncan
County Executive

Charles W. Thompson, Jr.
County Attorney

December 29, 2005

Molly Ruhl
Circuit Court for Montgomery
County, Maryland

Courthouse
Rockville, Maryland 20850

RE: Historic Preservation Easement for the Benefit of Montgomery County, Maryland
on 10216 Kensington Parkway, Kensington, Maryland

Dear Ms. Ruhl:

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,


Vickie L. Gaul
Associate County Attorney

