

RECEIVED

FEB 24 1986

17200 Riffle Ford Rd

Parcel Id. No.: 6-1-1726276

Grantor's Address: 301 W. Preston Street, Baltimore, Maryland 21201

Grantees' Address: 17201 Palomino Court, Olney, Maryland 20832

Property Address: 17200 Riffle Ford Road, Germantown, MD 20874

Title Insurer: District Realty Title Insurance Corporation

MARYLAND HISTORICAL
TRUST

DEED AND PRESERVATION EASEMENT

DEED J.C.00

THIS DEED made this 19th day of October, 1985, by and among the State of Maryland, acting through the Maryland Board of Public Works and the Department of Natural Resources (hereinafter collectively referred to as the "Grantor"), the Maryland Historical Trust, an instrumentality of the State of Maryland as part of the Department of Economic and Community Development (hereinafter referred to as the Trust), and Theophile E. Saba and Marcia V. Saba, husband and wife, (hereinafter referred to as the Grantees).

NOW, THEREFORE, in consideration of the sum of Fifty-eight Thousand Two Hundred Seventy-five Dollars and No cents (\$58,275.00) and other good and valuable consideration, paid by Grantees to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to the Grantees, in fee simple, as tenants by the entireties, subject to the hereinafter described preservation easement hereby reserved and conveyed to the Trust, all of the following parcel of land, referred to as the Property:

BEING a piece or parcel of land lying, situate and being in Darnestown District No. 6, Montgomery County, Maryland, and being part of Parcel "A" of that tract of land conveyed by Ralph Charles Hammann to State of Maryland, to the use of the Department of Natural Resources as recorded among the Land Records of Montgomery County, Maryland in Liber 4693 at Folio 070, being more particularly described as follows:

BEGINNING for said tract at a point on the seventh (7th) or 1112.24 foot arc line of aforesaid Parcel "A", said point being 352.17 feet from the beginning of aforesaid seventh (7th) line, thence running with part of aforesaid seventh (7th) line and with the southwesterly right of way line of Riffle Ford Road as shown on Dedication Plat No. 4 as recorded among aforesaid Land Records in Plat Book 83 at Plat No. 8618.

1. 733.92 feet along a curve to the right, said curve having a radius of 1000.74 feet and a chord bearing and distance of South 39° 14' 15" East, 717.77 feet to an iron rod set; thence leaving aforesaid southwesterly right of way line and running across aforesaid Parcel "A" the following eight courses and distances for new lines of division.
2. South 57° 05' 28" West, 258.24 feet to an iron rod set; thence
3. South 18° 55' 11" West 187.11 feet to an iron rod set; thence
4. South 88° 04' 09" West, 83.00 feet to an iron rod set; thence
5. North 58° 33' 08" West, 338.88 feet to an iron rod set; thence
6. North 03° 58' 51" West, 182.24 feet to an iron rod set; thence
7. South 88° 37' 13" East, 121.45 feet to an iron rod set; thence
8. North 21° 54' 17" East, 141.53 feet to an iron rod set; thence
9. North 04° 57' 24" East, 394.69 feet to the point of beginning, containing 302867 square feet or 0.9529 acres.

As shown on a survey by Kidde Consultants, Inc., dated February 7, 1985.

APPROVED

ASSESSMENTS DEPT

DRAFTING SECY. *EE* Oct 21, 1985

OH

THE ABOVE DESCRIBED PARCEL OF LAND BEING SUBJECT TO the hereinafter described preservation covenant hereby reserved and conveyed to the Trust in accordance with a Policy Statement on the Preservation of Properties of Historic and Architectural Significance Owned or to be Acquired by the State, which Policy Statement was issued by the Maryland Board of Public Works on January 20, 1978, a copy of which is available at the Trust. The real property is conveyed subject (a) to any and all rights-of-way easements, conditions, restrictions and agreements of record which may be lawfully applicable to the Property, and (b) the hereinafter described covenants, conditions, and restrictions which will constitute an historic preservation easement (hereinafter referred to as the Easement) for the purpose of ensuring the preservation of the unique, historic and architectural appearance of the Property, hereby reserved and conveyed unto the Trust, a body corporate and instrumentality of the State of Maryland, created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law, and which is possessed with the power and duty to accept, hold and administer the Easement.

All parties hereto agree that the terms of the Easement are as follows:

(1) Duration and Nature of Easement. The Easement shall be perpetual in duration. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by the Trust and its successors and assigns with respect to the Property and against Grantee and Grantee's successors, transferees, and assigns, all of whom are collectively referred to herein as the "Trust" and the "Grantee" respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(2) Maintenance and Administration. The Grantee shall keep and maintain the Property, including the improvements thereon, 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, attached hereto and hereby incorporated by reference.

Exhibit A consists of 11 pages and includes, as page 1 a schedule (which is recorded with this Deed) describing the documents, photographs of selected portions of the Property and other things that are not recorded herewith but are nonetheless as fully and completely incorporated into this Deed as though recorded herewith. The maintenance, repair and administration of the Property shall further conform to the requirements of Paragraph 4 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.

(3) Public Access. Grantee shall make the Property open to the public on 2 days per year from 9:00 a.m. to 5:00 p.m., and at other times by appointment as may be determined by Grantee.

(4) Changes and Alterations.

(a) Without the express written consent of the Director of the Trust (hereinafter referred to as the Officer), the Grantee shall not cause, permit or suffer any construction or demolition which would alter or change the Exterior or Interior of any improvements on the Property as described and depicted in Exhibit A, except as specifically noted in paragraph (b) below, provided however, that the maintenance, reconstruction, repair, repainting or refinishing of said Exterior and Interior, damage to which resulted from casualty loss, deterioration or wear and tear, shall be permitted without such written permission of the Officer provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not materially alter the appearance thereof as it is at this date.

The term "Exterior and Interior" include the architectural style, general design and arrangement of the surface of an improvement, including the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, stairs and other similar exterior or interior features. The term "construction" shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(b) No building or other structure shall be constructed or maintained on the Property without the express written consent of the Officer, other than those buildings or structures which are on the date hereof located on the Property as described and depicted in Exhibit A.

(5) Positive Care Requirements. Within six months of the date of this Deed, Grantee shall prepare a program for the stabilization and rehabilitation of the existing historic structures located on the Munson House property (the "Program"). The Program shall outline and prioritize work items necessary to stabilize and rehabilitate the structures and define the extent to which such structures are to be retained and reused. The Program shall be submitted to the Officer for review and approval in conformance with paragraph (4) in this Deed.

Stabilization is defined as the act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it exists at present.

Rehabilitation is defined as the act or process of returning a structure to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the structure which are significant to its historical, architectural, and cultural values.

Within six months from the date the Officer approves the Program all measures approved to stabilize the historic structures shall have been completed, by the Grantee.

Within four years from the date of completion of stabilization, all measures approved to rehabilitate the historic structures shall have been completed.

(6) Inspection. The Trust shall have the right to enter the Property on reasonable notice to the Grantee for the purpose of inspecting the Property to determine whether there is compliance by the Grantee with the terms of the Easement.

(7) Breach by Grantee. Upon any breach of the terms of the Easement by the Grantee, the Trust shall have the following rights which shall be cumulative and shall be in addition to any other rights and remedies available to the Trust, at law or in equity:

a. To require restoration of the Property to the condition required by the Easement;

b. To enjoin any breach or enforce any covenant hereof by ex parte, interlocutory, and final injunction; and

c. To recover damages for any breach. No waiver of any terms or conditions of the Easement shall have any force or effect unless it be in writing and approved by the Trust and Grantee thereto. No failure on the part of the Trust to enforce any covenant or provision herein, nor the waiver of any right therunder by the Trust shall discharge or invalidate such covenant or provisions or any other covenant, condition, or provision hereof, or affect the right of the Trust to enforce the same in event of a subsequent breach or default.

(8) Consent, Disapproval and Appeal. In any event where the terms of the Easement require the consent of the Officer, such consent shall be requested by notice to the Officer and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Officer unless the Officer gives notice to Grantee of specific reason for disapproval. In any event where the Officer gives such notice of disapproval, Grantee may appeal the disapproval to the Board of Trustees of the Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Officer given within forty-five (45) days of receipt of notice of disapproval from the Officer.

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

Theophile E. and Marcia V. Sabn
17201 Palomino Court
Olney, Maryland 20832

or to Grantee at such other address as Grantee may from time to time designate by notice to the Officer, or, if to the Trust or the Officer addressed to the Trust or Officer as follows:

Director
Maryland Historical Trust
21 State Circle
Annapolis, Maryland 21401

or to the Trust or the Officer at such other address as the Officer may from time to time designate by notice to Grantee. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two days after the day notice has been deposited with the United States Post Office.

(10) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing the Trust and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(11) Conservation Purposes. Grantee agrees that it will hold the Easement exclusively for conservation purposes, i.e., that it will not transfer the Easement in exchange for money, other property or services.

ALSO SUBJECT TO THE FOLLOWING RESTRICTION: The State of Maryland shall have the right of first refusal to buy back the Property at the price of \$56,360.00 in the event of total destruction of the historic dwelling structure on the Property. This right of first refusal shall apply only until the historic dwelling structure has been restored and the requirements of paragraph (5) above are fulfilled to the satisfaction of the Officer.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, advantages thereto belonging, or in anywise appertaining, unto and to the proper use, benefit and behoof forever of said Grantee, as tenants by the entireties, forever, in fee simple, subject to the above restrictions.

AND the said Grantor covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTORNEY:

Leon H. Minter Key

STATE OF MARYLAND, DEPARTMENT
OF NATURAL RESOURCES

BY: *Torrey C. Brown*
Torrey C. Brown, M. D.,
Secretary

WITNESSES TO ALL

Donald W. Rappaport

Harry H. Lee
Harry H. Lee
John J. McCarthy
John J. McCarthy, Comptroller
William B. James
William B. James, Treasurer

Constituting the BOARD OF
PUBLIC WORKS OF MARYLAND

WITNESS:

Lucinda P. Brown

MARYLAND HISTORICAL TRUST:

BY: *John D. Little*, Director
John D. Little
John D. Little, Grantee
Marcia V. Saba
Marcia V. Saba, Grantee

WITNESS:

Judith E. Baker
JUDITH E. BAKER

Judith E. Baker
JUDITH E. BAKER

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of September, in the year 1965, before the subscriber, a Notary Public of the State and City aforesaid, personally appeared Torrey C. Brown, Secretary of the Department of Natural Resources, acknowledged the foregoing Deed to be the act and deed of the State of Maryland, Department of Natural Resources.

IN WITNESS THEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

Leon H. Minter Key
Notary Public

My Commission expires 7-1-86.

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Harry H. Lee, Governor, Louis L. Goldstein, Comptroller, and William S. James, Treasurer, constituting the Board of Public Works of the State of Maryland, and they acknowledged the foregoing Deed to be the act and deed of said Board of Public Works of the State of Maryland.

IN WITNESS THEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL

John J. Borchert
Notary Public
My Commission expires 7-1-86

SCIENTIA

EXHIBIT A

Page 1 of 11	Subchukla
Page 2 of 11	Site Plan
Page 3 of 11	South (Side) facade of house
Page 4 of 11	Detail of South (Side) facade of house
Page 5 of 11	North (Side) and East (Front) facade of house
Page 6 of 11	Log smokehouse West of house
Page 7 of 11	Barn as viewed from smokehouse, North and East facades
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Page 11 of 11	Identification of contact sheet prints

**INDIAN (ACSANAT) HOUSE
SIUEGA STATE FAIR
MUNICIPAL, SIOUX CITY**

EASEMENT EXHIBIT NO. A, Page 1 of 11

ENCLOSURE WITH FIG. 8, PAGE 1 OF 3

SIGNED ORIGINAL ON THE WHITE MHT.

Scientific

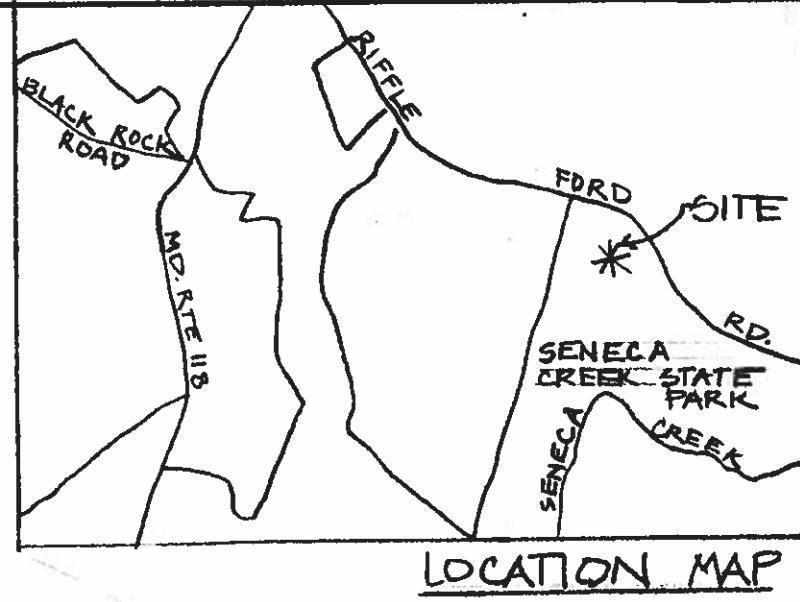
SCALE

SEARCHED
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

GRAVITY

GANTS



POINT OF BEGINNING
IRON BAR SET

77 JUNE 1:4693 E. 97D J112-24-4-733.92
RE 1008.74 C.R.S. 39°14'15"E 717.71'

N 4° 57' 24"E 394.69'

IRON BAR SET

3D2867 6.9529 AC.±

586 37' 13"E 121.45'
N 2° 56' 51"W 182.24'

IRON BAR SET

N 58° 93' 03"W 338.98'

588 04' 01"W 83.00'

557° 05' 28"N 258.24'



NORTH

HAMMAN (GASSOWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY
EASEMENT EXHIBIT NO.A, PAGE 2 OF 11

SITE PLAN
SCALE: 1"=100' (REDUCED)
PREPARED: CAM 10/85
MARYLAND HISTORICAL TRUST

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 3 of 11

South (Side) facade of house

SCALE:

PREPARED: 1/85 CAM

MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY
EASEMENT EXHIBIT NO. A, Page 4 of 11

Detail of South (Side) facade of
SCALE: house
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 5 of 11

North (Side) and East (Front)
SCALE: facade of house
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (CASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 8 of 11

Outbuildings, northwest of house
SCALE:
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 6 of 11

Log smokehouse West of house

SCALE:

PREPARED: 1/85 CAM

MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 7 of 11

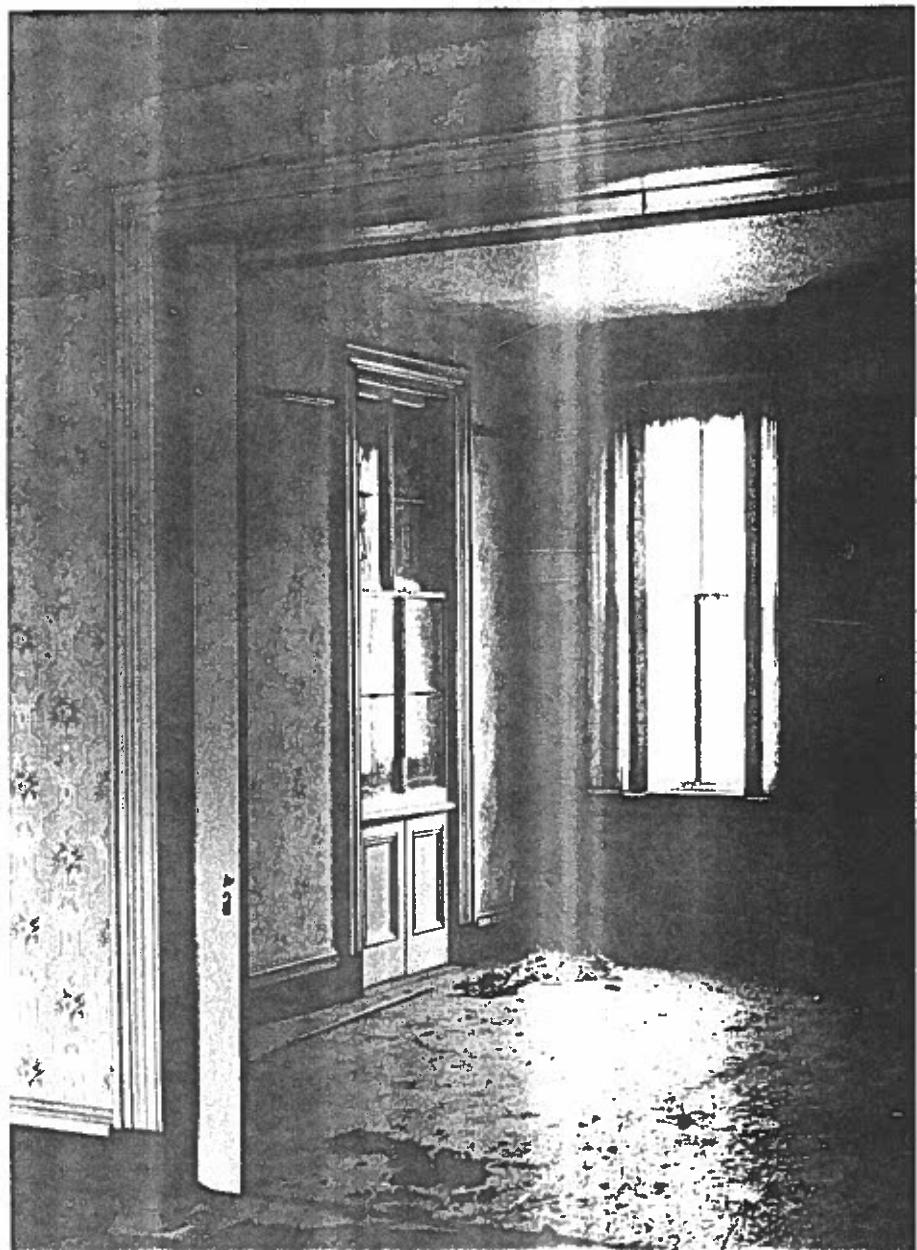
Barn as viewed from smokehouse,
SCALE: North & East facades
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (CASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY
EASEMENT EXHIBIT NO. A, Page 9 of 11

Interior, first floor of house
SCALE:
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE



HAMMANN (GASSAWAY) HOUSE
SENECA STATE PARK
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 10 of 11

Contact sheet prints of property
SCALE:
PREPARED: 1/85 CAM
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

IDENTIFICATION OF CONTACT SHEET PRINTS

10-10A South (Side) facade of house
 11-11A Detail of South (Side) facade of house
 12-12A Front (East) facade of house
 13-13A Outbuildings, northwest of house
 14-14A North (Side) and East (Front) facade of house
 15-15A Log smokehouse West of house
 16-16A Barn as viewed from smokehouse, North and East facades
 17-17A Second barn, southwest of house
 18-18A Rear (West) facade of house
 19-19A Front (East) entrance, interior view
 20-20A Interior, first floor of house
 21-21A Mantelpiece, second floor of house

HAMMANN (GASSAWAY) HOUSE
 SENECA STATE PARK
 MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 11 of 11

Identification of Contact Sheet

prints

SCALE: 1/85

CAM

PREPARED: MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE