

~~CHAPMAN~~^{M N}
RATHERINE

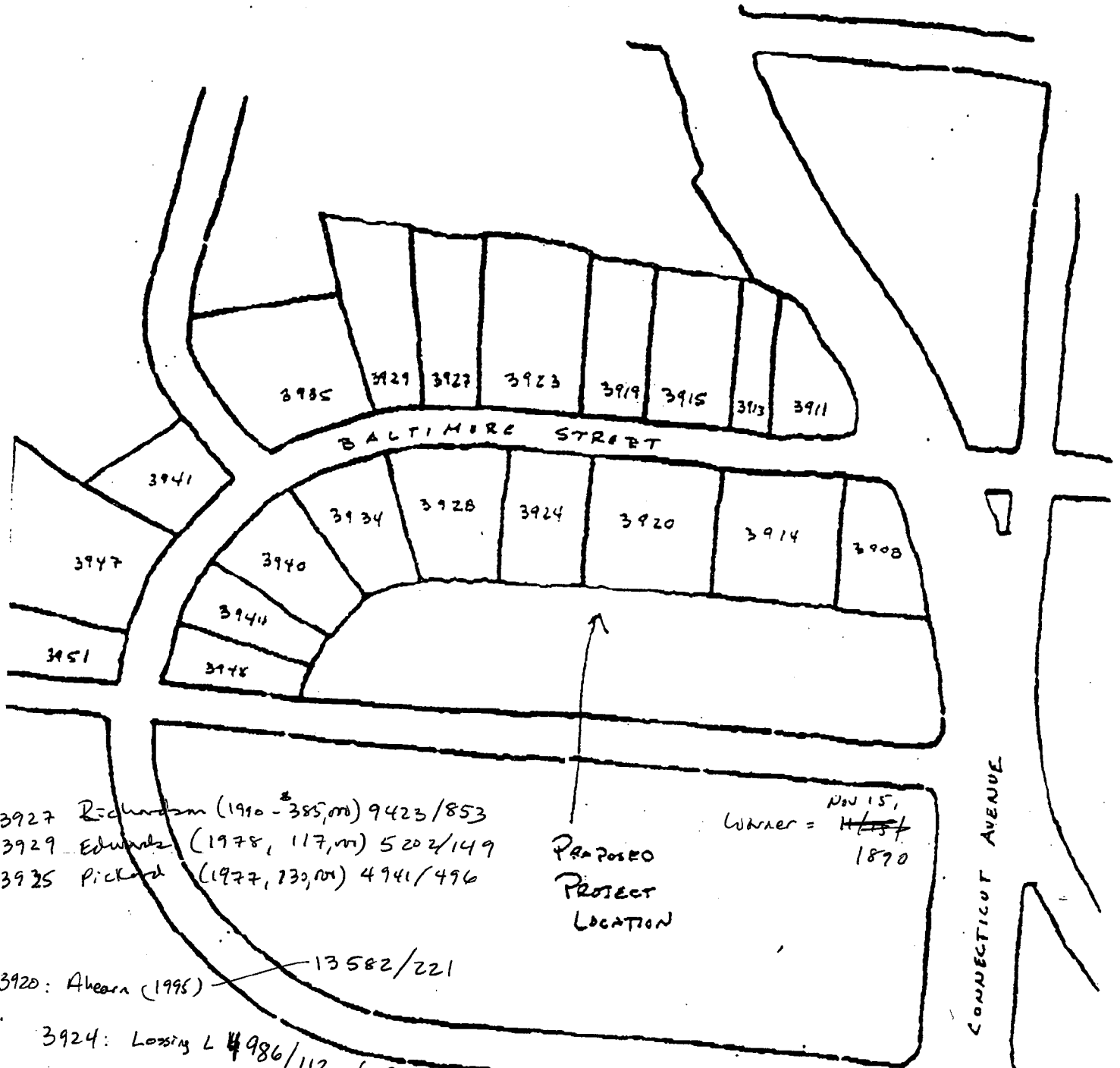
find at least
2 key tellers
using last
name

Mary
Brennan
WARNER

B Warner

1/24/1877 to James Clark Doy T.

Plat Book B plot 4



3927 Richardson (1990 - \$385,000) 9423/853
 3929 Edwards (1978, 117,000) 5202/149
 3925 Pickett (1977, 130,000) 4941/496

WIN 15,
 Winner = ~~H/15~~
 1890

Proposed
 Project
 Location

3920: Ahearn (1995) — 13582/221

3924: Lossing L # 986/112 (1977) Catherine Chapman sold to Lossing L # 23,24
 3914 Reynolds L 2891/181 → JA 23/2 + Plat Book B/4

3928 Orme (1999) 16907/380
 3908 Downey (2000) 17801/519 \$355,000
 Effective Lot Size

3915 Wagner (1999) 529,000 17172/14
 3919 McGary (1991) 233,200 9887/678
 3913 Hoyle (1987) 316,220 8080/382
 3911 Davidson & 793/400
 3923 Fisher (1994) (425,000) 12553/444

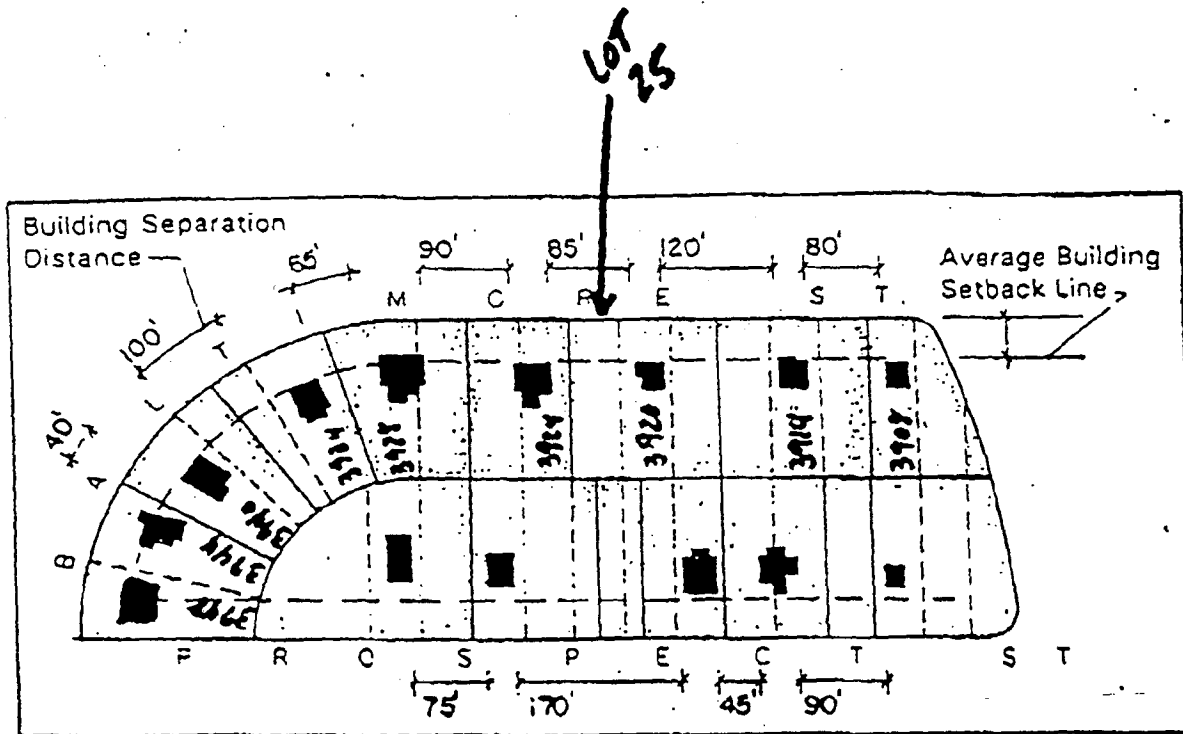
CONNECTICUT AVENUE

NORTH

26
 12

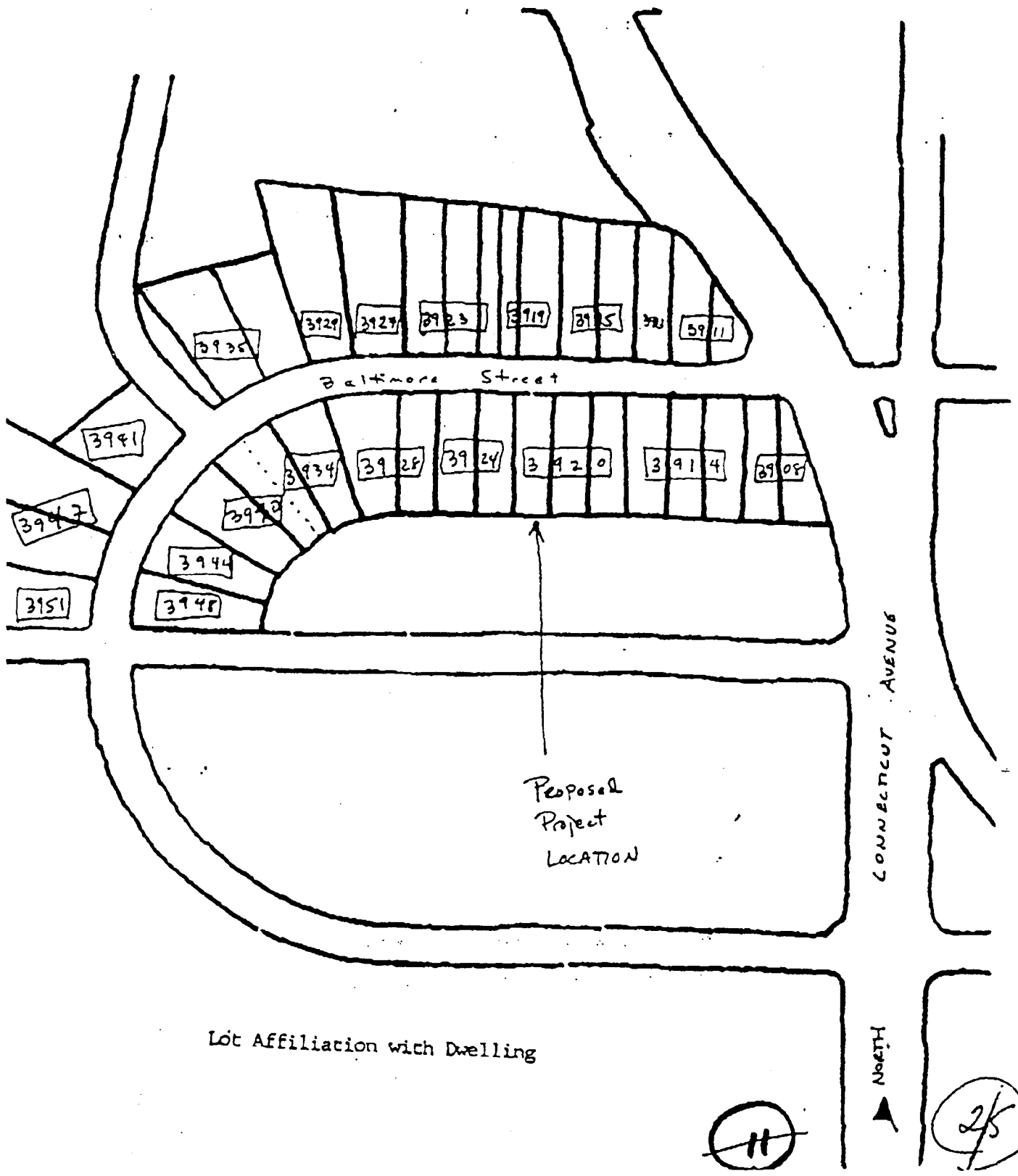
Relationships of Front Yard Setback and Building Separation

The front yard "setback" is the distance a building is set away or back from the property line on the street or road which it fronts. The front yard setback determines how prominent a building is in the streetscape of a community. When many buildings are involved, a pattern can be established which helps to define the character of the streetscape through the width of sidewalks, the amount of green space (lawn or vegetation area) between street and building, the apparent scale of the buildings in relation to pedestrians, and other subtle qualities of the community. In combination with setbacks, building separation distances establish the openness or visual porosity of the streetscape. Buildings which are separated allow for view and landscape elements in the interstitial space. These relationships are illustrated in the map titled Kensington Historic District Vacant Land and Open Space(Figure 34).



Pattern of Building Setbacks and Separation Distances for Block #11

13 27



Lot Affiliation with Dwelling

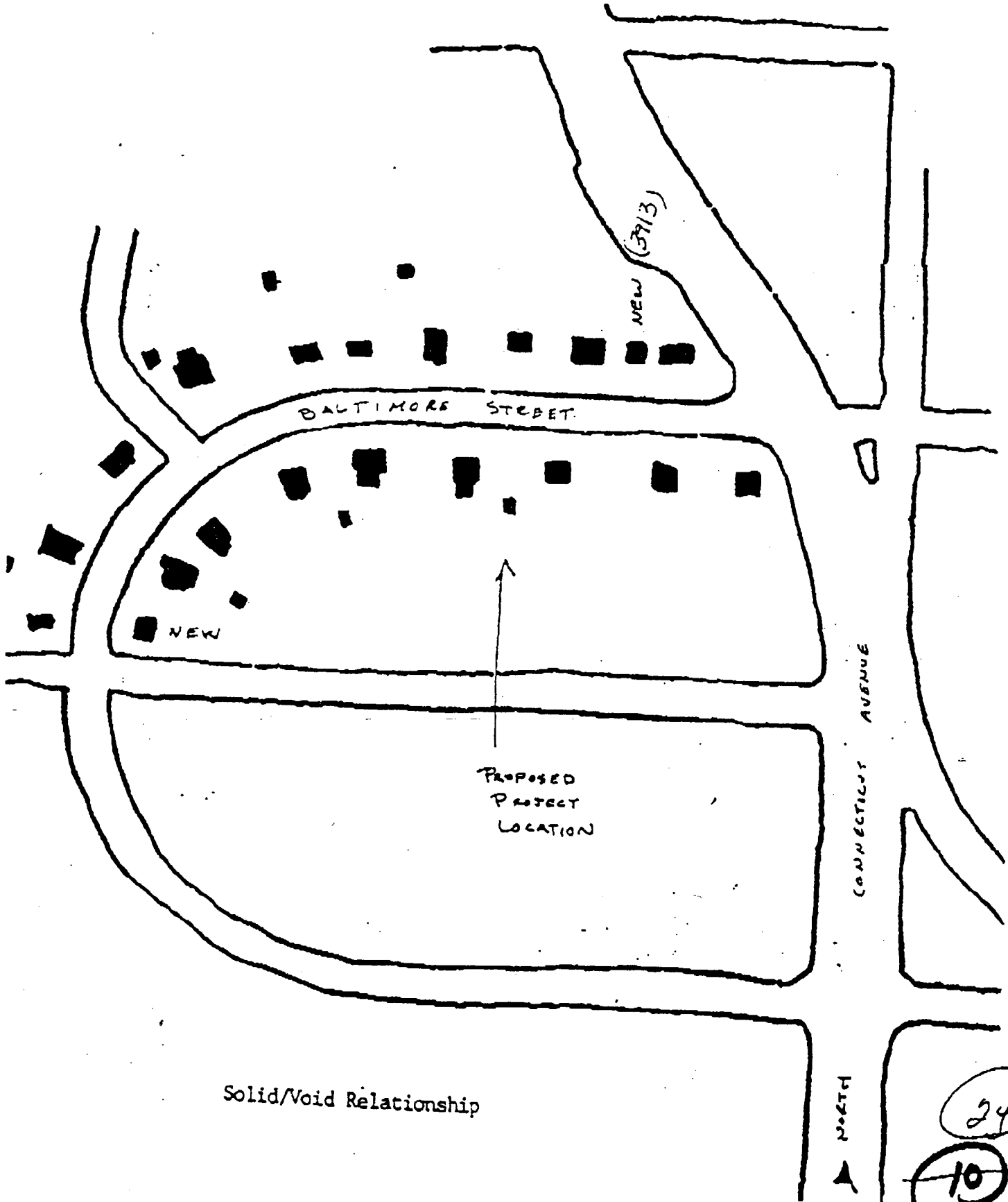
Proposed Project Location

CONNECTICUT AVENUE

NORTH

11

2/5



Solid/Void Relationship

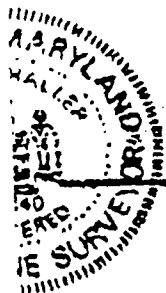
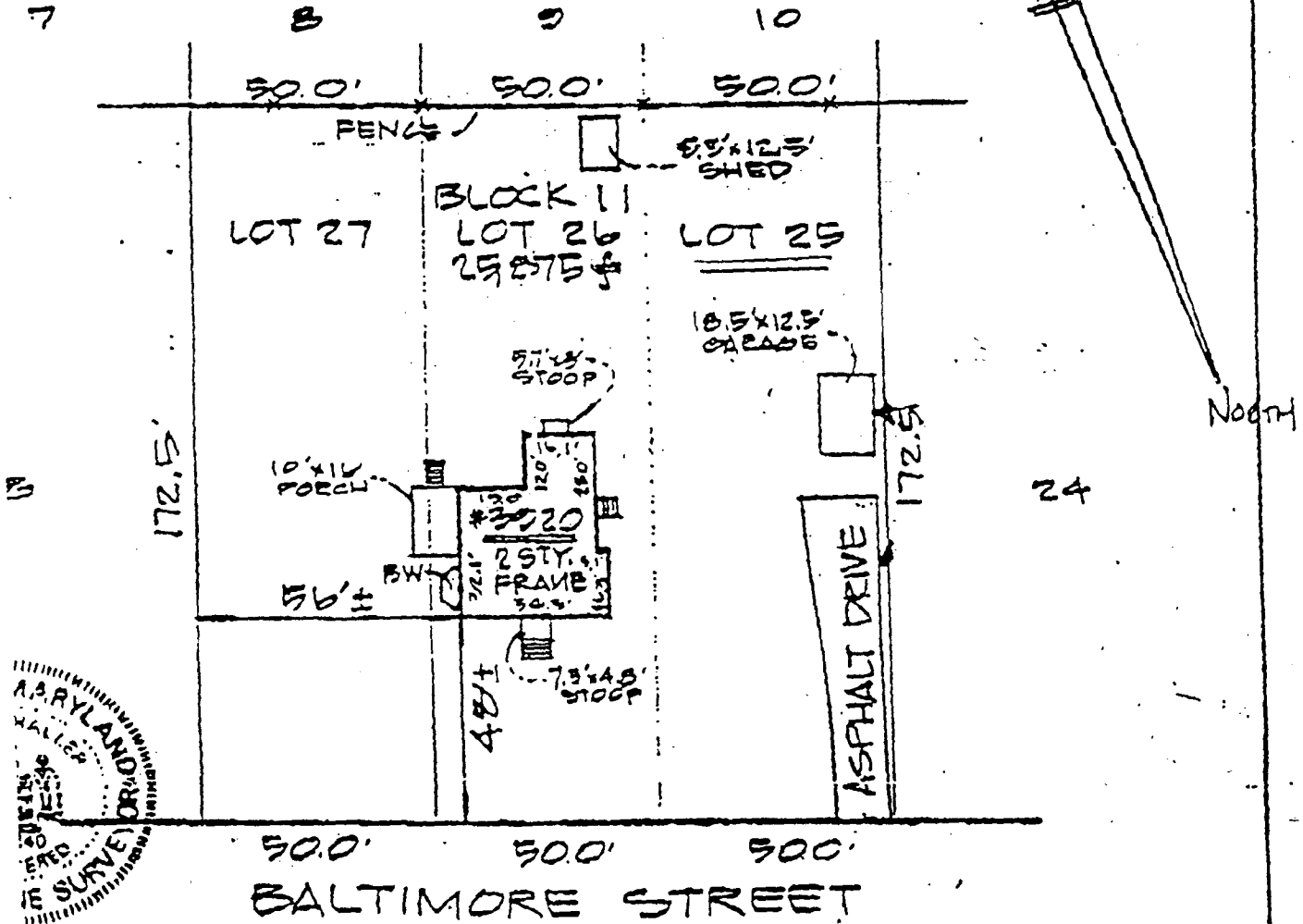
NORTH ↑

24
10

33

This location for title purposes only - not to be used for determining property lines. Property corners marked not guaranteed by this location

HOUSE LOCATION
 LOTS 25, 26 & 27 BLOCK 11
 KENSINGTON PARK
 MONTGOMERY COUNTY, MD.



CERTIFICATE BEYOND THE POSITION OF ALL THE ELEMENTS ON THE ABOVE DESCRIBED BEEN CAREFULLY ESTABLISHED BY A SURVEY AND UNLESS OTHERWISE SHOWN NO ENCROACHMENTS	REFERENCES PLAT OR PLAT NO B 4	ALLEN ASSOCIATES P.O. BOX 6263 SILVER SPRING, MARYLAND 20906 301-871-2154	
	LIBER. FOLIO		
	DAVID L. WALLER MARYLAND R.P.S. No. 240		

This purpose only - not to be used for determining property lines. This plan is not to be used for determining property lines. This plan is not to be used for determining property lines. This plan is not to be used for determining property lines.

(23)



Ex. 51 to
Grantee
No. 13th 1899.

²⁰⁵ At the request of Arthur Hendricks the following deed was recorded June 12th 1899 9 A.M. to wit:

This Indenture, made this Thirtieth (19th) day of May, in the year of our Lord one thousand eight hundred and ninety nine, and between Earnard H. Warner and his wife Mary H. Warner of Montgomery County, Maryland of the first part, and Arthur Hendricks of Washington City D.C. party of the second part:

Witnesseth That the said parties of the first part, for and in consideration of the sum of Thirty five hundred (\$3500) Dollars, in lawful money of the United States, to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, aliened, enfeoffed, released, and conveyed, and as by these presents grant, bargain, and sell, alien, enfeoff, release and convey unto the said party of the second part his heirs and assigns, forever, the following described real estate situate in the County of Montgomery State of Maryland to wit:

All those certain pieces or parcels of land and premises shown and distinguished as and being Lots numbered Twenty six (26) and Twenty seven (27) in Block numbered Eleven (11) in B. H. Warner's Sub-division of land now known as "Hensington Park" as and according to a plat duly recorded among the land records of said County.

Together with all the improvements, ways, easements, rights, privileges, appurtenances, and hereditaments to the same belonging, or in anywise appertaining, and the remainders, reversions, rents, issues, and profits thereof; and all estate, right, title, interest, claim, and demand whatsoever, either at law or in equity, of the said parties of the first part, of, in, to or out of the said pieces or parcels of land and premises:

To Have and to Hold the said pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their sole use, benefit, and behoof, forever.

And the said parties of the first part for themselves

and for their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they the said parties of the first part, and their heirs shall and will warrant and defend the said pieces or parcels of land and premises and appurtenances, unto the said party of the second part, his heirs and assigns, from and against the claims of all persons claiming or to claim the same, or any part thereof, by, from, under, or through their

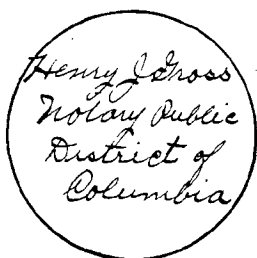
the said party of the first part further covenant, promise and agree to and with the said party of the second part, that they the said parties of the first part, and their heirs, shall and will at any and at times hereafter, upon the request and at the cost of the said party of the second part, his heirs or assigns, make, settle, deliver, and acknowledge all such other Deed or Deeds, or other assurances in law, for the more certain and effectual conveyance of the said pieces or parcels of land and premises and appurtenances, unto the said party of the second part, his heirs or assigns, or his or their estate learned in law shall advise, devise, or require.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written Signed, Sealed and Delivered in presence of Henry J. Green (Not Pub- (1899))

Edward H. Warner
 Henry J. Green

District of Columbia. ss:
 I Henry J. Green, a Notary Public in and for the District of Columbia, do hereby certify that Edward H. Warner and his wife Mary H. Warner parties to a certain Deed, bearing date on the 19th day of May. A. D. 1899, and hereto annexed, were personally appeared before me, in the District of Columbia.

said, the said Erainard H. Warner and wife Mary H. Warner being personally well known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed; and the said Mary H. Warner being by me examined privily and apart from her husband and having the deed aforesaid fully explained to her acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it



Given under my hand and Notarial seal, this Thirty first day of May, A.D. 1899.

Henry J. Cross
Notary Public

Examined
and Ad. to
Grantor
Apr. 25/99.

At the request of Lawrence A. Chiswell the following deed was recorded June 12th 1899 to wit:
This Deed, made this 10th day of June in the year 1899, by me William P. N. Lawson, of Frederick County in the State of Maryland, Witnesseth:- That in consideration of the sum of Twelve Hundred Dollars, the receipt whereof is hereby acknowledged, I the said William P. N. Lawson do hereby grant and convey, in fee simple, unto Lawrence A. Chiswell of Montgomery County, in said State, all the following described real estate, situated at Dickerson Station in said Montgomery County, to wit: Beginning for the same at a stone planted near the North-east corner of a store building belonging to J. G. Cooley and now occupied by the said Lawrence A. Chiswell, the said stone being on the South side of, and about 33 feet from the main track of the Metropolitan Branch Railroad, measuring from midway between the rails thereof, and running thence from said stone, (1) South $8\frac{1}{2}$ East $20\frac{85}{100}$ perches to a stone planted along along, the South margin of the land of said rail-road, thence (2) South $3\frac{1}{2}$ West 30 perches to a stone planted, thence (3) North $7\frac{1}{2}$ West 16.92 perches, to a willow bush and stump in or near the spring branch, thence (4) South $6\frac{1}{2}$ West $9\frac{1}{2}$ perches to a stone standing

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 29th day of June in the year nineteen hundred and three before the subscriber a Justice of the Peace of the State of Maryland, in and for Montgomery County, personally appeared Charles W. Souder, Collector of State and County taxes for the Second Collection District of Montgomery County, in the State of Maryland, and did acknowledge the foregoing and annexed deed to be his act.

Rufus K. King J.P.

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At the request of Ida V. Hendricks, the following Deed was recorded August 6th 1903, 8'15 A.M. to wit:

This Indenture, Made this 1st day of August in the year of our Lord one thousand nine hundred and three, by Brainard H. Warner and Mary H. Warner, his wife, of Montgomery County, Maryland, but now in Washington, District of Columbia,

Witnesseth, That in consideration of the sum of Five Hundred (500) Dollars, the receipt whereof is hereby acknowledged, and the further consideration of certain covenants of the grantee, which are to run with the title, the same being attached hereto, made a part hereof, and signed by the grantee herein, we, the said Brainard H. Warner and Mary H. Warner, do grant, bargain, sell and convey unto Ida V. Hendricks, wife of Arthur Hendricks of Kensington, County of Montgomery State of Maryland heirs and assigns, forever, the following-described real estate situate in the County of Montgomery and State of Maryland, to wit: All that certain piece or parcel of land and premises known and distinguished as being lot numbered Twenty five (25) in Block numbered Eleven (11) in B. H. Warners' Subdivision of a tract of land in said County of Montgomery Known and designated as "Kensington Park" the same being surveyed and described in the Plat thereof on file and of record in the Office of the Clerk of the Circuit Court of the County and State aforesaid.

Together with all and singular the improvements thereon, and all the rights, ways, easements, privileges, and appurtenances thereunto belonging or in anywise thereunto appertaining.

To Have and to hold the said above described lot of ground, hereditaments and premises hereby granted or mentioned and intended to be, with the appurtenances, unto the grantee her heirs and assigns, to and for the only proper use and behoof of the grantee her heirs and assigns, forever under and subject to the covenants and restrictions hereinafter contained.

And the said Ida V. Hendricks for herself for her heirs and assigns, owners occupiers of the said above-described lot of ground, doth hereby covenant and agree with the grantor his heirs and assigns, that she the said Ida V. Hendricks her heirs and assigns, shall at all times hereafter forever leave unbuilt upon or unobstructed, except by steps, cellar doors, fences, trees, or shrubbery thereupon, the front Thirty (30) feet of the hereby granted lot fronting on the Baltimore Street and, further, that neither she, nor any nor either of them, shall or will at any time hereafter, erect or build or cause or permit to be erected or built, upon the hereby granted lot of ground, or upon any part thereof, any hotel tavern, drinking saloon, blacksmith, carpenter

or wheel wright shop, steam mill,, tannery, slaughter-house, skin dressing establishment, livery stable, glue, soap, candle, or starch manufactory, or other building for offensive purpose or occupation; nor shall any building thereon erected be converted into a hotel tavern, drinking saloon, blacksmith, carpenter or wheelwright shop, steam Mill, tannery, slaughter-hose, skin- fressing establishment, livery stable, glue, soap, candle, or starch manufactory, or used for any offensive purpose or occupation hereafter forever. And, moreover, it is further covenanted and agreed by and between the said parties hereto, for themselves respectively and for their respective heirs and assigns, that if any buildings shall at any time hereafter be put, placed, erected, or used or occupied, upon the hereby granted lot or any part thereof, contrary to the true intent and meaning of these presents, and if the grantee her heirs or assigns, shall fail to remove the same on receiving thirty days' notice, in writing, so to do from the grantor his heirs and assigns, or from any other owner of any other lot, part of the lots known and designated as Kensington Park, then and in such case it shall and may be lawful for the grantor his heirs and assigns, or for any of the said owners of any of the said lots, part of the said Kensington Park, with their workmen, tools and implements, to enter into and upon the hereby granted lot of ground, and into the buildings thereon to be erected, and at the cost of the grantee her heirs or assigns, owners or occupiers of the said hereby granted lot, to tear down, remove, and abate all such buildings or manufactories as may be erected or constructed or used contrary to the true intent and meaning of these presents, and without being subject to any writ, action, or proceeding, civil or criminal, for any thing reasonably done by him, them, or any of them, by reason thereof, or for any entry thereon for the purpose aforesaid, anything hereinbefore contained to the contrary thereof notwithstanding. Also, that shc the grantee her heirs or assigns, shall and will build on the said hereby granted lot a substantial brick, stone, or frame dwelling-house of not less value than Twenty five hundred (2500) dollars Also, to maintain the foot way in front of the said lot of at least ten feet also; that no privy, well, drain or cesspool shall be sunk or constructed on the premises, unless the same shall be built with bricks or stone laid in cement, and thoroughly lined and entirely covered with the same, or made of iron, or such other material as may be agreed upon between the parties hereto, and kept in repair, so that it shall be at all times water tight, and kept from overflowing or leakage, and subject at all times to the inspection and approval of the grantor or his agents.

And we, the said Brainard H. Warner and Mary H. Warner, his wife, do hereby covenant that we will warrant and defend the lands and premises hereby conveyed from and against the claims of all persons claiming or to claim the same or any part thereof, by, from, under or through them or either of them.

Witness our hands and seals.

✓ 411 Brainard H. Warner (seal)

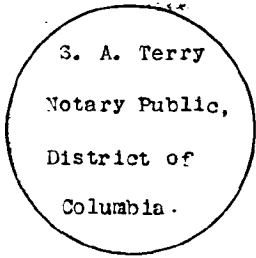
Attest:

✓ 437 Mary H. Warner (seal)

S. A. Terry

District of Columbia County of Washington, To wit;

I hereby Certify, That on this 1st day of August, A.D. 1903, before the subscriber, a Notary Public of the District of Columbia, in and for said County, personally appeared Brainard H. Warner and Mary H. Warner, his wife, the grantors named in the foregoing and annexed deed to Ida V. Hendricks and did each acknowledge said Deed to be their respective act.



IN Testimony Whereof I have hereunto subscribed my name and affixed my official seal, this 5th day of August, A. D. 1903,

S. A. Terry
Notary Public.

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*Grand Deed
W. G. Platt
Takoma Park
Oct 21, 1903*

At the request of Wilmer G. Platt, the following Deed was recorded August 7th 1903, 8:30 A.M. to wit:

This Deed, Made this Third day of August in the year of our Lord one thousand nine hundred and three by and between Vina Garrigus of Washington, D.C. party of the first part, and Wilmer G. Platt of Takoma Park, D.C. party of the second part:

Witnesseth, That in consideration of one dollar, lawful money of the United States of America the party of the first part does grant and convey unto Wilmer G. Platt party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Montgomery County State of Maryland, being the same land which the said party of the first part obtained from Wilmer G. Platt and Clara M. Platt ux. by deed dated the eighth day of July 1899, recorded in in the Land Records of Montgomery County, Maryland, in Liber T. D. No.17 at folio 71 and being described as follows, to wit: Lot numbered six (6) in Block numbered seventy three (73) of The Takoma Park Loan and Trust Company's subdivision of Takoma Park near Washington, in the District of Columbia, reference being hereby made to a plat of said subdivision which is duly recorded among the Land Records of said ^{Montgomery} County, in Liber J.A. No. 27, folio 193.

Together with the buildings and improvements thereon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Wilmer G. Platt, his heirs and assigns.

And the said party of the first part covenants that she will warrant specially and generally the property hereby conveyed; that she is seized of the land hereby conveyed; that she has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and that she will execute such further assurances of said land as may be requisite.

Witness my hand and seal
Test:
Arthur R. Colburn

✓ 147 Vina Garrigus (seal)