

7212 Cedar Ave 37/03-7

Easement Inspection

13-7

EASEMENT INSPECTION

Extra
Photos













































Copies
of photos
Sent to
MHT



M-315-1

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Lampi

9/03

MNCPPC

Southeast Elevation (facade) "South"

Easement Inspection

(3066620)

(3066620-P01-015)

(10/21/03)



M-37-3-7

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Lampi

9/03

MNCPPC

"South" and "east" Facades

Easement inspection

(3066620), (3066620-R01-030), (10/21/03)



M-37-3-7

7212 Cedar Ave. Takoma Park
Montgomery County, MD
Elizabeth Jo Lampi

9/03

MNCPPC

"North" or rear wall with 1970s
addition and 1998 deck
Easement Inspection

(3066628)

(3066628-R01-032)

(10/21/03)



M-37-3-1

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Lampl

9/03

MNCPPC

"South" facade. Also showing west wall.

Easement inspection.

(3066620), (306660-P01-028), (10/21/03)



M-31-3-1

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Lampl

9/03

MNCPPC

Front wraparound porch. View
looking west.

Easement inspection.

(3066620), (3066620-R01-026), (10/21/03)



M-37-3-7

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Lamp

9/03

MNCPPC

East wall

Easement inspection

(3066620), (3066620-R01-023), (10/21/03)



M-37-3-7

7212 Cedar Ave. Takoma Park
Montgomery County, MD
Elizabeth Jo Lampl

9/03

MNCPPC

"North" wall showing 1970s addition
and 1998 deck
Easement inspection

(3066620)

(3066620-R01-019)

(10/21/03)



M-37-3-7

7212 Cedar Ave. Takoma Park

Montgomery County, MD

Elizabeth Jo Kamel

9/03

MNCPPC

"West" wall showing part of 1970s
addition at rear and original bay
and wraparound porch.

Easement inspection

(301)666-2017, (301)666-2017, (10/21/03)





County: Montgomery

MARYLAND HISTORICAL TRUST
OFFICE OF PRESERATION SERVICES
EASEMENT PROPERTY INSPECTION CHECKLIST

Name of Property: 7212 Cedar Avenue Date of Visit: 10/9/03

Property Address: 7212 Cedar Avenue

Area Covered: Exterior Interior Archaeology Land

Present Owner(s): Jeanne Feeney

Owner Address: 7212 Cedar Avenue
Takoma Park, MD 20912-4250

Telephone: 301-587-2987 Facsimile: _____ Email: _____

Present Occupant(s): Jeanne Feeney and family

Telephone: 301-587-2987 Facsimile: _____ Email: _____

Present Use: Residence

Inspector's Name(s): Elizabeth Jo Lampl Telephone: 301-563-3414

Inspector's Affiliation: Montgomery County Historic Preservation Section

Public Access Requirements Met? No Yes How? Takoma Park Open House Annually

Property reviewed by any other Historic Commission? No Yes Which? _____

ENVIRONMENT NEAR THE EASEMENT PROPERTY

Describe the general appearance of the surrounding lands. Are there open fields, timberlands, fenced farm lands, formally landscaped environs, private yards, other properties, or urban elements?

The property sits on a leafy residential street of a Late-19th century railroad suburb. The house is surrounded by other fine late 19th/early 20th century homes.

Is the property near any major excavation, development project and/or industrial area? Please describe.

No.

THE EASEMENT PROPERTY

What is the general topography of the land? Is it steep, rolling, or level? Does it vary significantly around the property? Any erosion? Please describe.

The topography is level at the front of the house, then drops away steadily at the rear. There is a very deep rear yard that is mostly grass but contains some vegetable gardens. The land is owned by the house owner and covered by the easement. Whereas the front of the house sits close to the street and contains mature plantings and very large tulip and oak trees, expansive rear yard is quite open and lends a great deal to the overall "feeling" of the property.

Has the ground surface recently been disturbed? No.

Comments:

STANDING STRUCTURES ON THE PROPERTY

Please list the number, type and condition of standing structures on the easement property.

Number of Standing Structures: 1

- Main house - 1870s or 1880s (main structure)

2. _____ 5. _____
 3. _____ 6. _____
 4. _____ 7. _____

BUILDING ORIENTATION

Approximate direction front door faces: southeast

Weather condition & temperature: 70 degrees and sunny Recent weather: slightly cooler

GROUNDS Vines on Building: No Yes

Trees/shrubs: None Good Bad Need trimming Shrubs exist mainly around front porch.

Handicapped Access to building: No Yes At grade Ramp Lift _____

Fence Type: None Board Picket Rail Masonry Iron Wire _____

Pathways: None Brick Gravel Stone Concrete Asphalt _____

Drive: None Brick Gravel Dirt Concrete Asphalt _____

Patio: None Brick Concrete Stone _____

Conditions & Comments: Beautiful landscaping. The house has a sense of indoor/outdoor integration, with its wraparound porch with outdoor seating and multiple outdoor patios, play areas.

ROOF Age of Surface (approx. years) new in appearance

Type: Rolled Mineral Asbestos Cement Slate Imitation Slate Built-up Composition
 Wood Shingle Single Ply Membrane Metal Terra Cotta Asphalt/Fiberglass Shingle

Flashing Material: Copper Galvanized Steel Aluminum Painted/Unknown

Dormers: No Yes Number: _____ Style: _____

Conditions & Comments: The roof is basically in good condition. It contains various skylights from the 1970s.

GUTTERS/SITE DRAINAGE

Gutter Type: Attached Painted (color): ochre Built-in Box None

Gutter & Spout Material: Aluminum Copper Vinyl Galvanized Steel

Surface Grading: Adequate Flat Slopes toward building

Site Drainage: Adequate Needs Improvement

Exterior Water Run-off: Good Marginal Poor

Current Problems with: Clogged gutters Missing gutters Non-aligned gutters Splash blocks
 Surface grading next to building Length & direction of spout extensions

Conditions & Comments: There is one downspout that empties from the second story directly onto the wraparound porch roof, without an extension. The rainwater then falls directly into the porch gutters. Not a standard water runoff solution, but the extent of the porch seems to preclude downspouts reaching the ground toward the front half of the house.

EXTERIOR SURFACES

Painted: No Yes Color: ochre with green and blue trim on porch, red shutters on second story.

Siding Type: Wood Shingle (accents) Concrete Stucco Asbestos Brick Vinyl
 Wood siding - Type thin, lapped Stone Aluminum Block

Brick or Stone pattern: _____ Sandblasted: No Yes
Cornice: No Brick Wood Metal Good Repair: No Yes Needs Paint: No Yes
Railings: None Wood Steel Iron.
Deck: None Wood Masonry
Porches: None Wood Masonry Screened Good Repair: No Yes

Conditions & Comments: Wood railings are found on front porch. Rear deck is wood and is relatively new. Wood porch in front has decorative brackets. Fish scale shingles serve as cornice for house and decorative gable work.

House is in excellent condition and is well-maintained. The owner recently had the entire house repainted to a Victorian color scheme. The job was extremely well done.

STRUCTURE Age (approx. years) 1870 or 1880s

Sound Structure? No Yes Some Deficiency _____
Material: Stone Brick Block Stick Framing Post & Beam Log _____
Foundation: Full Basement Crawl Space Combination Slab _____
Foundation Material: Brick Block Stone Terra Cotta Wood or Post Poured Concrete
Foundation settlement: Minimal Average Severe Comment: _____
Interior Framing settlement: Minimal Average Severe Comment: _____
Evidence of Rising Damp: No Yes _____
Termites: None seen Damage Un-repaired Repaired
Conditions & Comments: _____

CHIMNEYS Number 1 Exterior Interior Brick Stone _____

Conditions & Comments: Chimney appears to be in good condition.

WINDOWS Type: Double Hung Fixed Casement Industrial Skylight
Material: Wood Aluminum Steel Vinyl Vinyl Clad Leaded Glass
Glazing pattern: 1/1 Broken panes Broken locks
Loose or missing glazing putty: No Yes _____
Storm Windows: None Wood Aluminum Interior Exterior _____
Shutters No Yes Hinged Fixed to wall Louvered Panel Combination

Conditions & Comments: Windows are original and from appear to be in good condition. Louvered shutters are on second floor only.

EXTERIOR DOORS

Solid Panel Wood Metal Other Glazed Transom Sidelights

Conditions & Comments: Original paired wood front door has textured glazing in its upper half. Side door off of porch has double panels in lower half and a glazed upper half.

THE BASEMENT DID NOT INCLUDE THE INTERIOR OF THE BUILDING

BASEMENT/CRAWL SPACE Water/moisture symptoms evident? No Yes

Water/moisture symptoms: Water on floor Damp floor Deteriorated wood Mildew
 Efflorescence Stains Loose floor tiles

Drain tile/Sump pump installed? No Yes

Basement ventilated? No Yes Crawl space ventilated? No Yes

VENTILATION/INSULATION

Attic ventilation: Good Marginal Poor None

Attic Vent type: Gable Soffit Ridge Attic Window(s) Roof vent/fan

Insulation: None Attic Exterior walls

Exterior walls insulated? No Yes If yes, How? _____ When _____

INTERIOR SURFACES

Wall type: Plaster Drywall Paneling Wainscoting

Ceiling: Plaster Drywall Acoustic Tile Hung Tile
 Wood Crown Molding Decorative Plaster

Conditions & Comments:

FLOORS

	Basement	First	Second	Third/attic	Stairway	Bath	Kitchen
Hardwood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plywood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carpet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vinyl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceramic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brick	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dirt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Conditions & Comments:

INTERIOR DOORS

Solid Panel Wood Metal Batten Sliding Other Transoms

Conditions & Comments:

KITCHEN

Historic cabinets? No Yes Wood Metal

PLUMBING

Public water Public sewer Well system Septic

HEATING

Age (approx. years) _____

Gas Oil Electric Wood/Coal

Hot water boiler? No Yes Baseboard Radiator Fan Coils Radiant

Hot forced air? No Yes Furnace boiler/flues: Masonry Metal

Fireplaces: No Masonry Metal Chimney Flues: Masonry Metal

Flue Dampers: No Yes Masonry Flues are: Lined Unlined

Wood Stoves: No Yes

COOLING

No Yes Age (approx. years) _____

Shares Heating ductwork Separate system Window units

OVERALL CONDITIONS & COMMENTS

Summarize any problematic conditions MHT should be made aware.

- 1. Is the property in good condition? The property is in excellent condition.
- 2. Are there elements that might need to be repaired Immediately? No.
- 3. Are there elements that should be repaired and reinspected in less than 1 year? No.
- 4. Have there been any recent changes or alterations? The house received a sizeable addition in the 1970s to the rear and a rear deck (built in two stages) within the last several years.
- 5. Are any changes or alterations being contemplated? No.

Please expand on the above:

The homeowner keeps a watchful eye on this house, pruning trees, maintaining the roof, etc. There is no work that needs to be emphasized at this time, just a reminder to keep the skylights sealed, flashing in good shape, etc.

The house appears to have received a one-story garage addition to the rear in the early 20th century. The original garage doors are intact on the side of the house and the room is now used as a movement studio for an in-home business. According to the owner, the large two-story addition that rests atop the original garage was added in the 1970s. At the same time, a rear deck was added. In 1998, the deck was extended and stairs added to it.

The deck is supported on posts and the deck and parts of the 1970s addition are concealed at the basement level by a trellis that conceals open-air storage.

The property has many mature trees including 12 white oaks. It also features a Victorian-style shade garden with ferns, liriopie, and 18 different varieties of azaleas along the front sidewalk.

County: Montgomery

MARYLAND HISTORICAL TRUST
OFFICE OF PRESERATION SERVICES
EASEMENT PROPERTY INSPECTION CHECKLIST

Name of Property: 7212 Cedar Avenue Date of Visit: 10/9/03

Property Address: _____

Area Covered: Exterior Interior Archaeology Land

Present Owner(s): Jeanne Feeney

Owner Address: _____

Telephone: _____ Facsimile: _____ Email: _____

Present Occupant(s): Same

Telephone: _____ Facsimile: _____ Email: _____

Present Use: _____

Inspector's Name(s): STL Telephone: _____

Inspector's Affiliation: _____

Public Access Requirements Met? No Yes How? _____

Property reviewed by any other Historic Commission? No Yes Which? _____

ENVIRONMENT NEAR THE EASEMENT PROPERTY

Describe the general appearance of the surrounding lands. Are there open fields, timberlands, fenced farm lands, formally landscaped environs, private yards, other properties, or urban elements?

The prop. sits on residential street of late 19th c. railroad suburb. Land at front of house is level, then drops away steadily at rear. Very large open area protected? grassy, gardening and play area at rear.

Is the property near any major excavation, development project and/or industrial area? Please describe.

No

THE EASEMENT PROPERTY

What is the general topography of the land? Is it steep, rolling, or level? Does it vary significantly around the property? Any erosion? Please describe.

Has the ground surface recently been disturbed? No

Comments: _____

STANDING STRUCTURES ON THE PROPERTY

Please list the number, type and condition of standing structures on the easement property.

Number of Standing Structures: 1

- 1. Main house (main structure)
- 2. yellow outbuilding is neighbors? not
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

BUILDING ORIENTATION

Approximate direction front door faces: SE?
 Weather condition & temperature: 70 sunny Recent weather: Same

GROUNDS Vines on Building: No Yes
 Trees/shrubs: None Good ^{shrubs} Bad Need trimming only around front porch
 Handicapped Access to building: No Yes At grade Ramp Lift
 Fence Type: None Board Picket Rail ^{wood} Masonry Iron Wire
 Pathways: None Brick Gravel Stone Concrete Asphalt
 Drive: None Brick Gravel Dirt Concrete Asphalt
 Patio: None Brick Concrete Stone

Conditions & Comments: Beautiful landscaping. Great integration of interior / exterior living

ROOF Age of Surface (approx. years) relatively new
 Type: Rolled Mineral Asbestos Cement Slate Imitation Slate Built-up Composition
 Wood Shingle Single Ply Membrane Metal Terra Cotta Asphalt/Fiberglass Shingle
 Flashing Material: Copper Galvanized Steel Aluminum [?] Painted/Unknown
 Dormers: No Yes Number: _____ Style: _____

Conditions & Comments: Looks new
Shingled valley
top is by light - main section - 1970s

GUTTERS/SITE DRAINAGE
 Gutter Type: Attached Painted (color): golden Built-in Box None
 Gutter & Spout Material: Aluminum [?] Copper Vinyl Galvanized Steel
 Surface Grading: Adequate Flat Slopes toward building
 Site Drainage: Adequate Needs Improvement
 Exterior Water Run-off: Good Marginal Poor
 Current Problems with: Clogged gutters Missing gutters Non-aligned gutters Splashblocks
 Surface grading next to building Length & direction of spout extensions

Conditions & Comments: One downspout empties directly on porch - could be out to gutter

EXTERIOR SURFACES Painted: No Yes Color: golden orange ^{ache} green ^{On porch shutters -} red ^{very} Dark mesquite
 Siding Type: Wood Shingle ^{has scale accents} Concrete Stucco Asbestos Brick Vinyl Wood siding - Type thin lapped Stone Aluminum Block
 Brick or Stone pattern: Sandblasted: No Yes
 Cornice: No Brick Wood Metal Good Repair: No Yes Needs Paint: No Yes
 Railings: None Wood Steel Iron ^{front porch} has scale sample
 Deck: None Wood ^{back - new} Masonry
 Porches: None Wood Masonry Screened Good Repair: No Yes
front with decorative brackets

Conditions & Comments:

House is in excellent condition. Very well maintained

STRUCTURE

Age (approx. years)

1870s

Sound Structure? No Yes Some Deficiency

Material: Stone Brick Block Stick Framing Post & Beam Log

Foundation: Full Basement Crawl Space Combination Slab

Foundation Material: Brick Block Stone Terra Cotta Wood or Post Poured Concrete

Foundation settlement: Minimal Average Severe Comment: _____

Interior Framing settlement: Minimal Average Severe Comment: _____

Evidence of Rising Damp: No Yes

Termites: None seen Damage Un-repaired Repaired

Conditions & Comments: _____

CHIMNEYS

Number

1

Exterior Interior Brick Stone

Conditions & Comments:

Looks fine

WINDOWS

Type:

Double Hung Fixed Casement Industrial Skylight

Material: Wood Aluminum Steel Vinyl Vinyl Clad Leaded Glass

Glazing pattern: Broken panes Broken locks

Loose or missing glazing putty: No Yes

Storm Windows: None Wood Aluminum Interior Exterior

Shutters No Yes Hinged Fixed to wall Louvered Panel Combination
second-floor only

Conditions & Comments: _____

EXTERIOR DOORS

Solid Panel Wood Metal Other Glazed Transom Sidelights

Conditions & Comments:

Original double front door with ~~textured~~ glazing upper half. Side porch door double panel below-upper 1/2 glazed.

BASEMENT/CRAWL SPACE

Water/moisture symptoms evident? No Yes

Water/moisture symptoms: Water on floor Damp floor Deteriorated wood Mildew

Efflorescence Stains Loose floor tiles

Drain tile/Sump pump installed? No Yes

Basement ventilated? No Yes Crawl space ventilated? No Yes

VENTILATION/INSULATION

Attic Vent type: Gable

Insulation: None

Attic ventilation: Good

Soffit Ridge

Attic

Marginal

Attic Window(s)

Exterior walls

Poor None

Roof vent/fan

Exterior walls insulated? No Yes If yes, How? _____ When _____

INTERIOR SURFACES

Ceiling: Plaster

Wood

Wall type: Plaster Drywall Paneling Wainscoting

Drywall Acoustic Tile Hung Tile

Crown Molding Decorative Plaster

Conditions & Comments: _____

FLOORS

Hardwood

Pine

Plywood

Carpet

Vinyl

Ceramic

Brick

Concrete

Dirt

Basement

First

Second

Third/attic

Stairway

Bath

Kitchen

Conditions & Comments: _____

INTERIOR DOORS

Solid

Panel

Wood

Metal

Batten

Sliding

Other

Transoms

Conditions & Comments: _____

KITCHEN

Historic cabinets? No Yes

Wood

Metal

PLUMBING

Public water

Public sewer

Well system

Septic

HEATING

Age (approx. years) _____

Gas

Oil

Electric

Wood/Coal

Hot water boiler? No Yes

Baseboard

Radiator

Fan Coils

Radiant

Hot forced air? No Yes

Furnace boiler/flues: Masonry

Metal

Fireplaces: No Masonry

Metal

Chimney Flues:

Masonry

Metal

Flue Dampers: No Yes

Masonry Flues are:

Lined

Unlined

Wood Stoves: No Yes

COOLING

No

Yes

Age (approx. years) _____

Shares Heating ductwork

Separate system

Window units

Charles Taylor - 301-840-0464

Ivan Iokic h/w mason
Interior/Ext - Home Paint -

Cell - 240-

~~301~~-893-4459

OVERALL CONDITIONS & COMMENTS

Summarize any problematic conditions MHT should be made aware.

1. Is the property in good condition?
2. Are there elements that should be repaired and reinspected in less than 1 year?
3. Are there elements that might need to be repaired Immediately?

Please expand on the above:

PLEASE COMMENT GENERALLY ON: (1) The condition of the Property. (2) Any recent changes or alterations made. (3) Changes or alterations the owner may be contemplating.

rear 2-story addition with
stair lights - in victorian spirit
deck -

tax credit is
available

Concrete block foundation

cellar storage cabinet hides it

re-used garage doors on east side in addition


12 white oaks - dark wood

Victorian shade garden - fern, liriodie - incredible 18 creases

gutter guards -

northern exposure, best paint future

* U gutters - gutter seen range - gone to home

Concrete block - 

* brick - mossy

* NR distinct

Used Contractor - \$10,000

SECOND MODIFICATION TO DEED OF EASEMENT

att#:
072553
072542
072531
072520
072518
072507
07-24-95

THIS SECOND MODIFICATION TO DEED OF EASEMENT, made this day of 1987, by and between Gregory J. Milmo and Dolores Milmo, his wife (collectively, the "Grantor") and the Maryland Historical Trust (the "Grantee").

WHEREAS, the Grantee, on December 27, 1985, was granted a Deed of Easement (the "Easement") in all of those certain lots or parcels of land, together with all of the improvements thereon located in Takoma Park, Montgomery County, Maryland known as 7212 Cedar Avenue (the "Property"), which is more particularly described in Exhibit A of the Easement, which was recorded among the Land Records of Montgomery County, Maryland in Liber 6969, Folio 116 which Easement was modified pursuant to a Modification to Deed of Easement by and between the Grantor and Grantee dated June 5, 1986 and recorded among the Land Records of Montgomery County, Maryland in Liber 7146, Folio 270; and

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historical, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the Property has substantial historic, aesthetic and cultural character and the Easement and this Modification will promote the preservation and maintenance of the Property and its historic, aesthetic and cultural character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer the Easement and this Modification; and

WHEREAS, Grantee and Grantor agree that the Easement shall be modified in order to add certain language to the Easement and to allow for certain construction on the Property.

NOW THEREFORE, in consideration of the above recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Easement as follows:

1. On page 3 of the Easement, paragraph (C), the following subparagraph is added:

"(vii) Grantor may construct an addition to the first floor rear room at the corner of the northwest and southwest facades, provided that the exterior design and appearance of such an addition is approved by the Director and is sympathetically and architecturally compatible with the main house."

2. The following new paragraph is hereby added to the Easement immediately following paragraph (K) on page 5:

"(L) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, deep plowing, subsoiling, drainage improvement, or other undertaking which would disturb the surface and/or subsurface of the ground. Should the Director determine that such proposed grading, excavation or other undertaking will affect known or potentially significant archeological deposits, the consent of the Director may be given if the Grantor performs a survey and, if subsequently deemed necessary by the Director, the Grantor conducts identification, data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director."

3. In all other manner and respect, the Easement remains unchanged and in full force and effect.

1987 OCT 27 PM 2:26

FILED
HOWARD M. SMITH
CLERKS OFFICE
MONTGOMERY COUNTY

REC-1
MAY 15 1987
LIBRARY
MONTGOMERY COUNTY
CLERKS OFFICE
1000
1000
1000

WITNESS the following signatures and seals:

WITNESS: Harold Robert Rose GRANTOR: Gregory J. Milmo
Gregory J. Milmo

WITNESS: Harold Robert Rose Dolores Milmo
Dolores Milmo

WITNESS: Quander Brown ACCEPTED BY THE MARYLAND HISTORICAL TRUST
BY: J. Rodney Little
J. Rodney Little, Director

STATE OF MARYLAND, PRINCE GEORGES COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of October, in the year 1987, before the subscriber, personally appeared Gregory J. Milmo and acknowledged the foregoing to be his act.

Harold Robert Rose
Notary Public
My Commission expires July 1, 1990

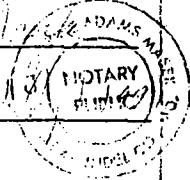
STATE OF MARYLAND, PRINCE GEORGES COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of October, in the year 1987, before the subscriber, personally appeared Dolores Milmo and acknowledged the foregoing to be her act.

Harold Robert Rose
Notary Public
My Commission expires July 1, 1990

STATE OF MARYLAND, COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of July, in the year 1987, before the subscriber, personally appeared J. Rodney Little and acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Director of the Maryland Historical Trust.

Catherine Adams
Notary Public
My Commission expires


Approved as to form and legal sufficiency this 22nd day of July, 1987.
Judith H. Price
Assistant Attorney General

LIBER 71 & B FOLIO 270

1072495
1072507
1072518
1072520
1072531
1072542
1072553

MODIFICATION TO DEED OF EASEMENT

THIS MODIFICATION TO DEED OF EASEMENT, made this 5th day of June 1986, by and between Gregory J. Milmo and Dolores Milmo, his wife (the "Grantor"), and the Maryland Historical Trust, an instrumentality of the State of Maryland, (the "Grantee").

MISC. .50
CHECK 22.50

22.00
JUN 5 86

WHEREAS, the Grantee, on December 27, 1985, was granted a Deed of Easement (the "Easement") from the Grantor, in all of those certain lots or parcels of land, together with all of the improvements thereon located in Takoma Park, Montgomery County, known as 7212 Cedar Avenue (the "Property"), which is more particularly described on pages 1 and 2 of the Easement, which Easement was recorded among the Land Records of Montgomery County, Maryland in Liber 6969, Folio 116; and

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historical, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the Property has substantial historic, aesthetic and cultural character and the Easement and this Modification will promote the preservation and maintenance of the Property and its' historic, aesthetic and cultural character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer the Easement and this Modification; and

WHEREAS, Grantee and Grantor agree that the Easement should be modified in order to clarify certain portions of the Easement regarding certain allowable additional construction on the Property.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Easement as follows:

- 1. On page 3 of the Easement, paragraph (C), subparagraph (v) is deleted and the following paragraph is substituted in its place:

"(v) Grantor may construct a building to be used as a studio in the area designated on the attached Site Plan, (which is recorded with this Modification to Deed of Easement), provided that no part of such a building is located on Lot P-15, and further provided that the exterior design and appearance of such a building is sympathetically and architecturally compatible with the main house and is approved by the Director."

REC'D JUN 11 1986

22-

2. In all other manner and respect, the Easement remains unchanged and in full force and effect.

WITNESS the following signatures and seals.

WITNESS:

Angela M. Buchanan

WITNESS:

Catherine Adams Maritz

GRANTOR:

Gregory J. Milmo (Seal)
Gregory J. Milmo

Dolores Milmo (Seal)
Dolores Milmo

ACCEPTED BY THE
MARYLAND HISTORICAL TRUST

By: J. Rodney Little
J. Rodney Little, Director

Date: 5-29-86

STATE OF MARYLAND, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of May, 1986, before the subscriber, personally appeared Gregory J. Milmo and acknowledged the foregoing to be his act.

Arthur H. Stump, Jr.
Notary Public

My commission expires

STATE OF MARYLAND, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of May, in the year 1986, before the subscriber, personally appeared Dolores Milmo and acknowledged the foregoing to be her act.

Arthur H. Stump, Jr.
Notary Public

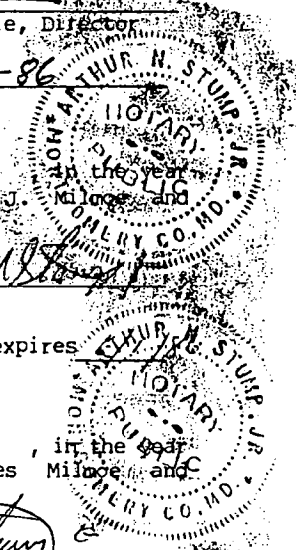
My commission expires 6/1/86

STATE OF MARYLAND, Anne Arundel COUNTY, to wit,;

I HEREBY CERTIFY that on this 29th day of May, in the year 1986, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Director of the Maryland Historical Trust.

Donise A. Loomans
Notary Public

My commission expires 7/1/88



MARYLAND HISTORICAL TRUST

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 27th day of December, 1985, by and between Gregory J. Milmoie and Dolores Milmoie, his wife (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland, (the "Grantee").

WITNESSETH

WHEREAS, Grantee is 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

WHEREAS, the property hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Easement will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

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

WHEREAS, Grantee has determined that the Deed of Easement is exclusively for conservation purposes; and

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged:

1. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of those certain lots or parcels of land known as 7212 Cedar Avenue, together with all of the improvements thereon and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Takoma Park, Montgomery County, State of Maryland, and which is more particularly described as follows:

Lot numbered Sixteen (16), and parts of Lots numbered Seventeen (17), Eighteen (18), Seven (7), and Eight (8), in Block numbered Six (6), in a subdivision known as "B.F. Gilbert's Addition to Takoma Park", as per plat thereof recorded in Plat Book A, plat 3, one of the Land Records of Montgomery County, Maryland, described as follows: Beginning for the subject property at the Southeast corner of Lot 16, and thence with the Westerly right of way line of Cedar Avenue (40 foot right of way), South 32° 30' West 126 feet to a point, and thence North 57° 30' West 120 feet to a point and thence North 32° 30' East 60 feet to a point, and thence North 57° 30' West 230 feet to a point and thence North 32° 30' East 66 feet to a point, and thence with part of the Northerly line of Lots 8 and 16, South 57° 30' East 350.00 feet to the place of beginning and containing 30,300 square feet more or less.

Handwritten notes and numbers in the top left margin, including "I.D.", "6/1/85", and various numerical entries.

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MONTGOMERY COUNTY, MD

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Lot numbered Fifteen (15), in Block numbered Six (6), on the plat of said Takoma Park which said plat is recorded among the Land Records of Montgomery County, Maryland in Liber JA No. 1, opposite Folio 179, and being the property described in a Deed dated June 20, 1911, given by Margaret W. Parkins to Amelia Ella Eggleston and recorded in Liber 222, at Folio 177, one of the Land Records of Montgomery County, Maryland, the aforesaid plat is now re-recorded in Plat Book "A", at Plat 3, of the said Land Records.

BEING all and the same real estate that was conveyed unto Gregory J. Milmoie and Dolores Milmoie, his wife, from Harold Myers, et al, by deed dated October 15, 1982 and recorded among the Land Records of Montgomery County in Liber 5947, folio 868.

SAVING AND EXCEPTING THEREFROM, Part of Lot 15, in Block (6), as shown on a plat of Takoma Park, recorded among the Land Records for Montgomery County, Maryland, in Plat Book A at Plat No. 3, and being more particularly described as follows:

BEGINNING at the southerly most corner of said Lot, and running thence 1. North 57° 30' 00" West 150.00 feet, with part of the dividing line between Lots 15 and 16, Block 6, as shown on said plat, thence 2. North 32° 30' 00" East 50.00 feet, with a line across said Lot 15, thence 3. South 57° 30' 00" East 150.00 feet, with part of the dividing line between Lots 14 and 15, Block 6, as shown on said plat, thence 4. South 32° 30' 00" West 50.00 feet with the front line of said Lot 15, being the northwesterly line of Cedar Avenue, forty feet wide, to the place of beginning of this description, containing 7,500 square feet.

BEING all and the same real estate that was conveyed unto John J. Mecholsky, Jr. and Susan K. Mecholsky, his wife, from Harold Myers and Bernice Myers, his wife, by deed dated April 1, 1971 and recorded among the Land Records of Montgomery County in Liber 4056, folio 457.

2. Exhibit A consists of 10 pages, and includes as page 1 a schedule (which is recorded with this Deed of Easement) describing the documents, photographs of selected portions of the Property, and other things that are a part of the exhibit and that are filed at the offices of the Grantee, that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it 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 Property enforceable by Grantee and its successors and assigns with respect to the Property and against Grantor and Grantor's heirs, and all other successors in interest, all of whom are collectively referred to herein as "Grantee" and "Grantor" respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Maintenance and Administration. Grantor shall keep and maintain the Property, including the improvements thereon, in good, clean and safe condition and shall maintain, repair and administer the Property in a manner 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. Nothing in this Deed of Easement shall prohibit the Grantor from seeking financial assistance from any source available to Grantor.

(C) Changes and Alterations. (i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer: any construction which would alter or change the Exterior (as hereinafter defined) of any improvements on the Property as described and depicted in Exhibit A, provided, however, that if damage has resulted to said Exterior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, 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.

(ii) The term Exterior 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, signs and other similar exterior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Except as hereinafter provided, no buildings or other structures shall be built or maintained on the Property other than those buildings or structures which are as of this date located on the Property as described and depicted in Exhibit A.

(iv) Grantor may construct an addition to the second floor rear North room, provided that the exterior design and appearance of such an addition is approved by the Director and is sympathetically and architecturally compatible with the main house.

(v) Grantor may construct a building to be used as a studio in the area designated on the attached Site Plan of Exhibit A, provided that the exterior design and appearance of such a building is sympathetically and architecturally compatible with the main house and is approved by the Director.

(vi) Grantor may construct a window on the North (side) facade of the house to provide light to the stairwell, provided that the exterior design and appearance of such a window is sympathetically and architecturally compatible with the existing windows and the main house and is approved by the Director.

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

(E) Breach by Grantor. Upon any breach of the terms of the Easement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by the Easement; and

(iii) enter upon the Property, correct any breach, and hold Grantor 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 Grantor is found to have breached any of Grantor's obligations under the Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys fees.

(F) Waiver. No waiver of any term or condition of the Easement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision of 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.

(G) Consent, Disapproval and Appeal. In any event where the terms of the Easement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical 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 Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

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

Mr. and Mrs. Gregory Milmo
7212 Cedar Avenue
Takoma Park, Maryland

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

Director
Maryland Historical Trust
21 State Circle
Annapolis, Maryland 21401

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to Grantor. 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. This Agreement containing the Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee 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.

(J) Subsequent Conveyance. Grantor agrees that the restrictions contained in the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(K) Conservation Purposes. Grantee agrees that it will hold this Agreement exclusively for conservation purposes, i.e., that it will not transfer this Agreement in exchange for money, other property or services. However, Grantee may assign or transfer its interests under this Agreement without the consent of the Grantor to any entity of state or federal government or to one or more private organizations, the purposes of which governmental entity or private organization include, inter alia, the preservation of historically important structures, provided such governmental entity or private organization has the capability of properly enforcing this Agreement and, further provided that if this Agreement has been assigned or transferred to a private organization, that such organization is operated for such purposes as shall at the time qualify it as an exempt organization under section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Code).

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS:

Anna P. Bennington

Anna P. Bennington

WITNESS:

Catherine Adam Mack

GRANTOR:

Gregory J. Milmo
Gregory J. Milmo

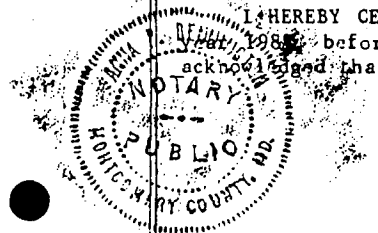
Dolores Milmo
Dolores Milmo

ACCEPTED BY THE
MARYLAND HISTORICAL TRUST:

BY: J. Rodney Little
J. Rodney Little, Director

STATE OF MARYLAND, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of December, in the year 1985, before the subscriber, personally appeared Gregory J. Milmo and acknowledged that he executed the foregoing to be his act.

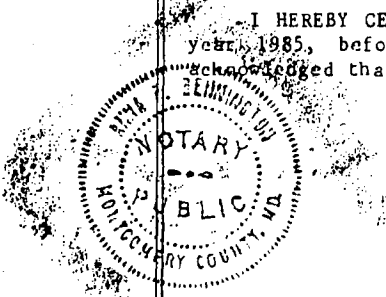


Anna P. Bennington
Notary Public

My Commission Expires 7-1-86.

STATE OF MARYLAND, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of December, in the year 1985, before the subscriber, personally appeared Dolores Milmo and acknowledged that she executed the foregoing to be her act.



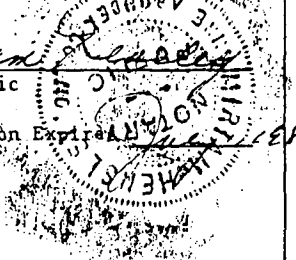
Anna P. Bennington
Notary Public

My Commission Expires 7-1-86.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of December, in the year 1985, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Director of the Maryland Historical Trust.

[Signature]
Notary Public
My Commission Expires [Signature]



Approved as to form and legal sufficiency this 20th day of December, 1985.

[Signature]
Assistant Attorney General

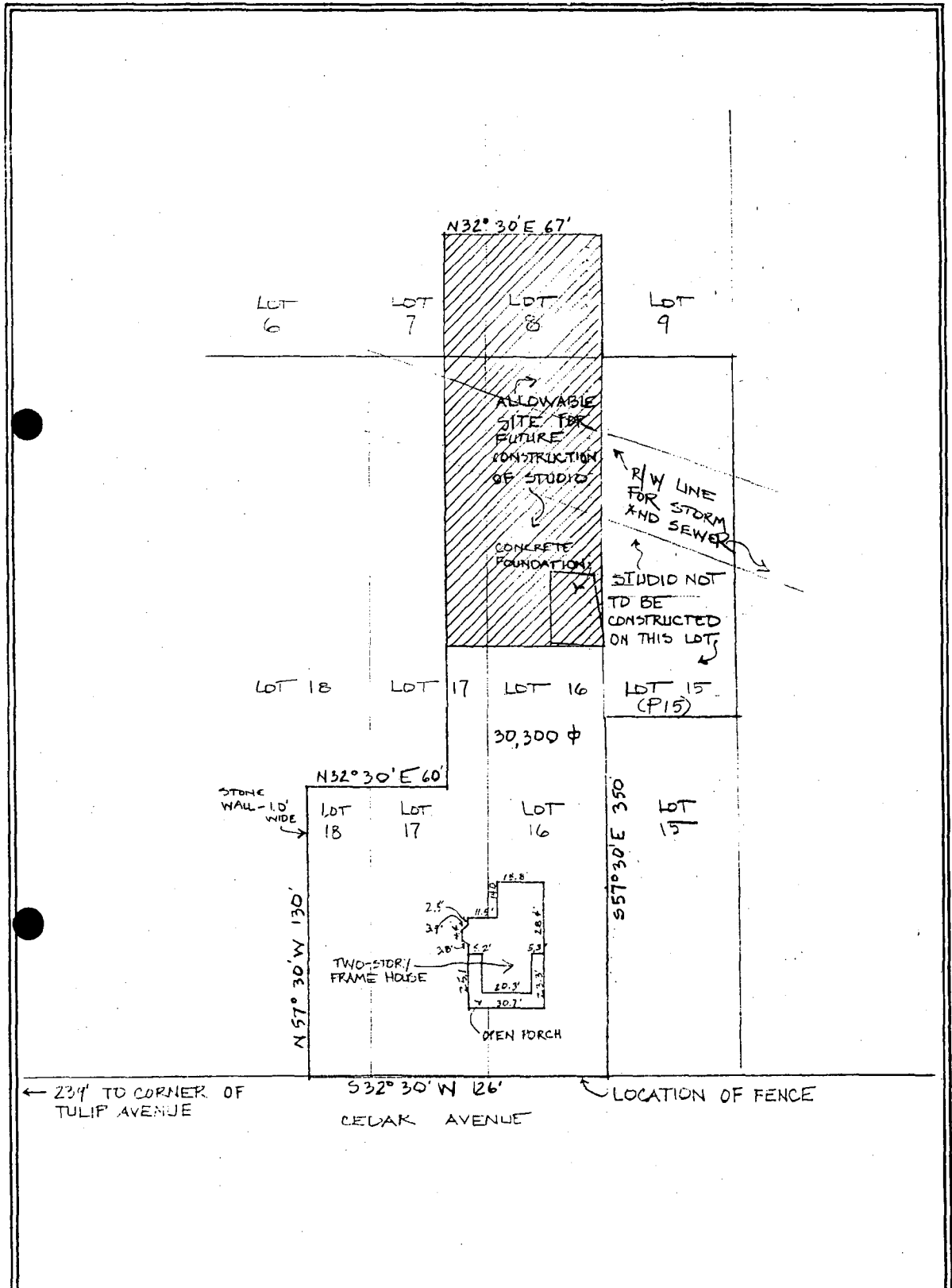
SCHEDULE

EXHIBIT A

7212 CEDAR AVENUE
TAKOMA PARK, MONTGOMERY COUNTY

Page 1 of 10	Schedule
Page 2 of 10	Site Plan
Page 3 of 10	Front (Southeast) facade
Page 4 of 10	Side (Southwest) facade
Page 5 of 10	Rear (Northwest) facade
Page 6 of 10	Side (Northeast) facade
Page 7 of 10	Detail at Side (Southwest) facade
Page 8 of 10	Detail at Front (Southeast) facade
Page 9 of 10	Contact Sheet Prints
Page 10 of 10	Identification of Contact Sheet Prints

7212 CEDAR AVENUE TAKOMA PARK, MONTGOMERY COUNTY	Schedule SCALE: PREPARED: CAM 12.85 MARYLAND HISTORICAL TRUST	NORTH
EASEMENT EXHIBIT NO. A, Page 1 of 10		
SIGNED ORIGINAL ON FILE WITH THE M.H.T.		GRANTOR GRANTEE



7212 CEDAR AVENUE
 TAKOMA PARK
 MONTGOMERY COUNTY
 EASEMENT EXHIBIT NO. A, PAGE 2 OF 10

SITE PLAN
 SCALE: 1"=50'
 PREPARED: CAM 11/86
 MARYLAND HISTORICAL TRUST

(REVISED 4/88)

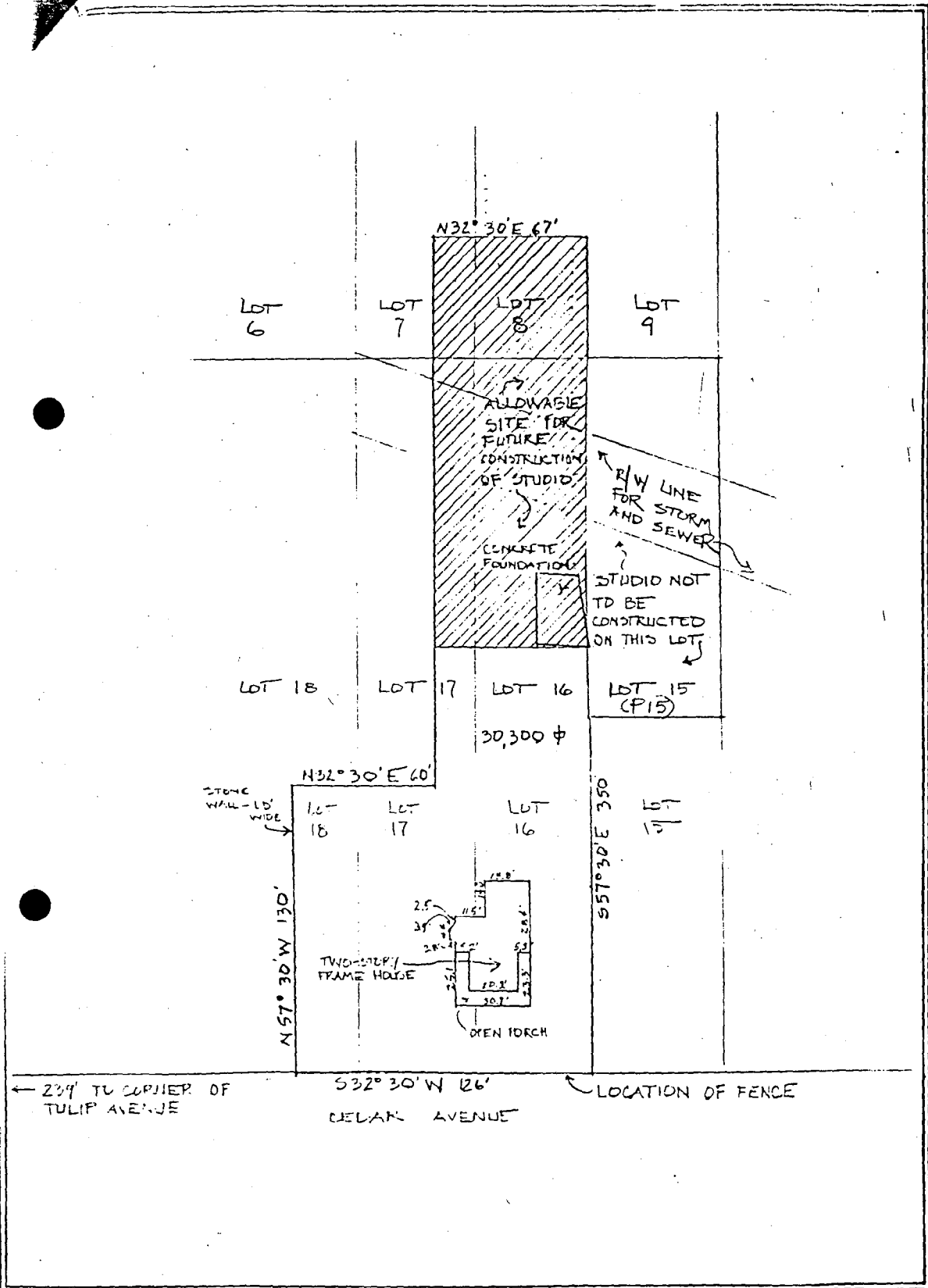


DRAWING 40-21-17-12-110

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
 TAKOMA PARK
 MONTGOMERY COUNTY
 EASEMENT EXHIBIT NO. A, PAGE 2 OF 10

SITE PLAN
 SCALE: 1"=50' (REVISED 4/86)
 PREPARED: CAM 1/86
 MARYLAND HISTORICAL TRUST



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



7212 CEDAR AVENUE
MONTGOMERY COUNTY

Front (Southeast) facade

EASEMENT EXHIBIT NO. A, Page 3 of 10

SCALE:
PREPARED: CAM 12/85
MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

Side (Southwest) facade

EASEMENT EXHIBIT NO. A, Page 4 of 10

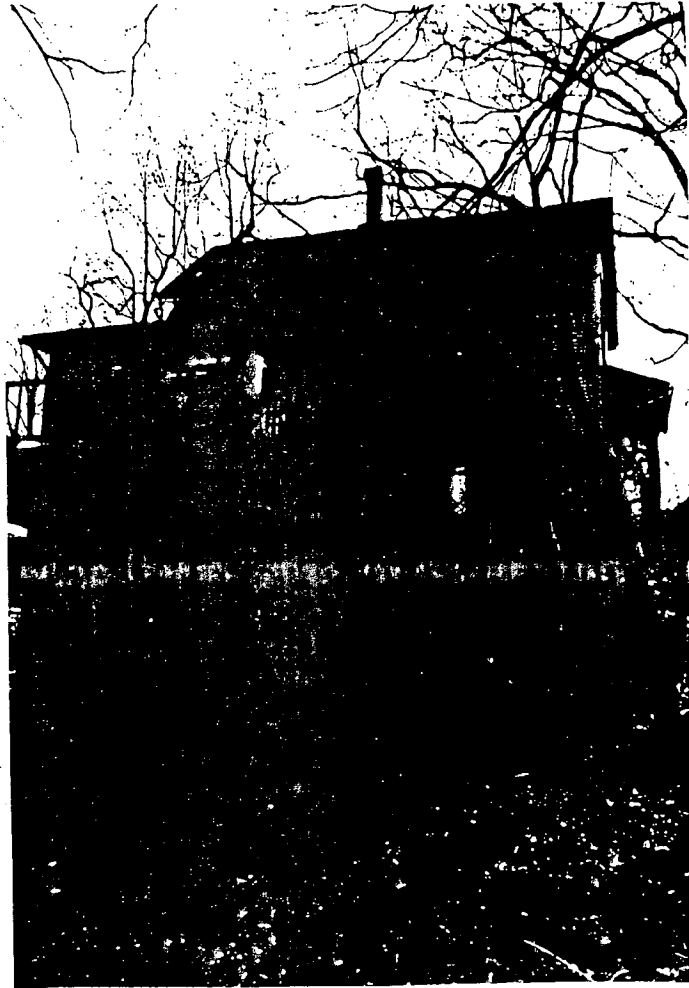
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MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

Rear (Northwest) facade

SCALE:

PREPARED: CAM 12/85

MARYLAND HISTORICAL TRUST

EASEMENT EXHIBIT NO. A, Page 5 of 10

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

Side (Northeast) facade

EASEMENT EXHIBIT NO. A, Page 6 of 10

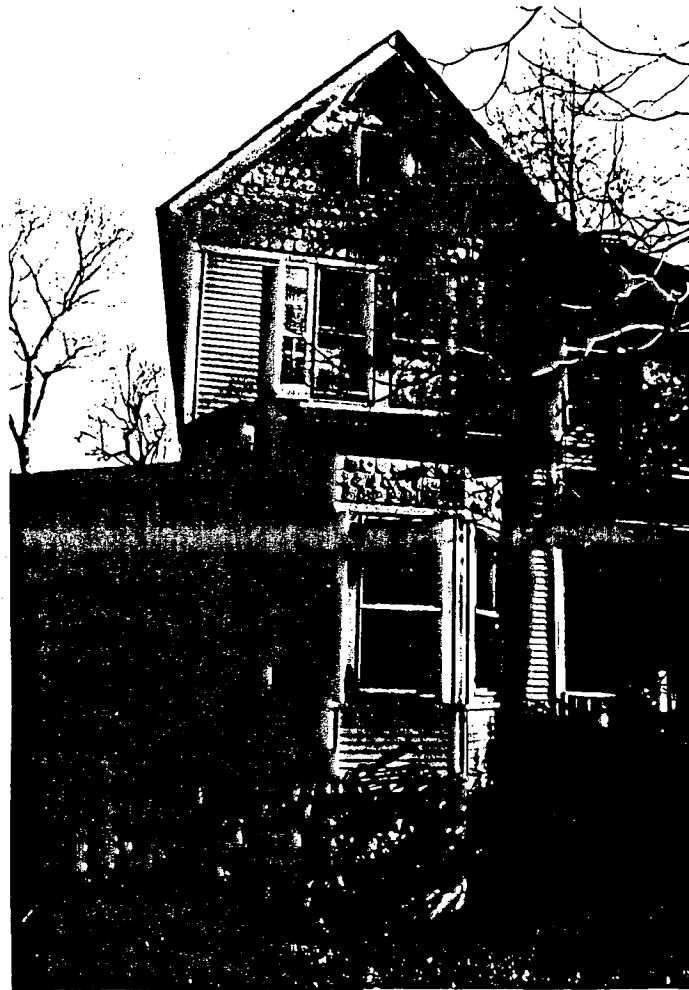
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MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

Detail at Side (Southwest) facade

EASEMENT EXHIBIT NO. A, Page 7 of 10

SCALE:
PREPARED: CAM 12/85
MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 8 of 10

Detail at Front (Southeast) facade

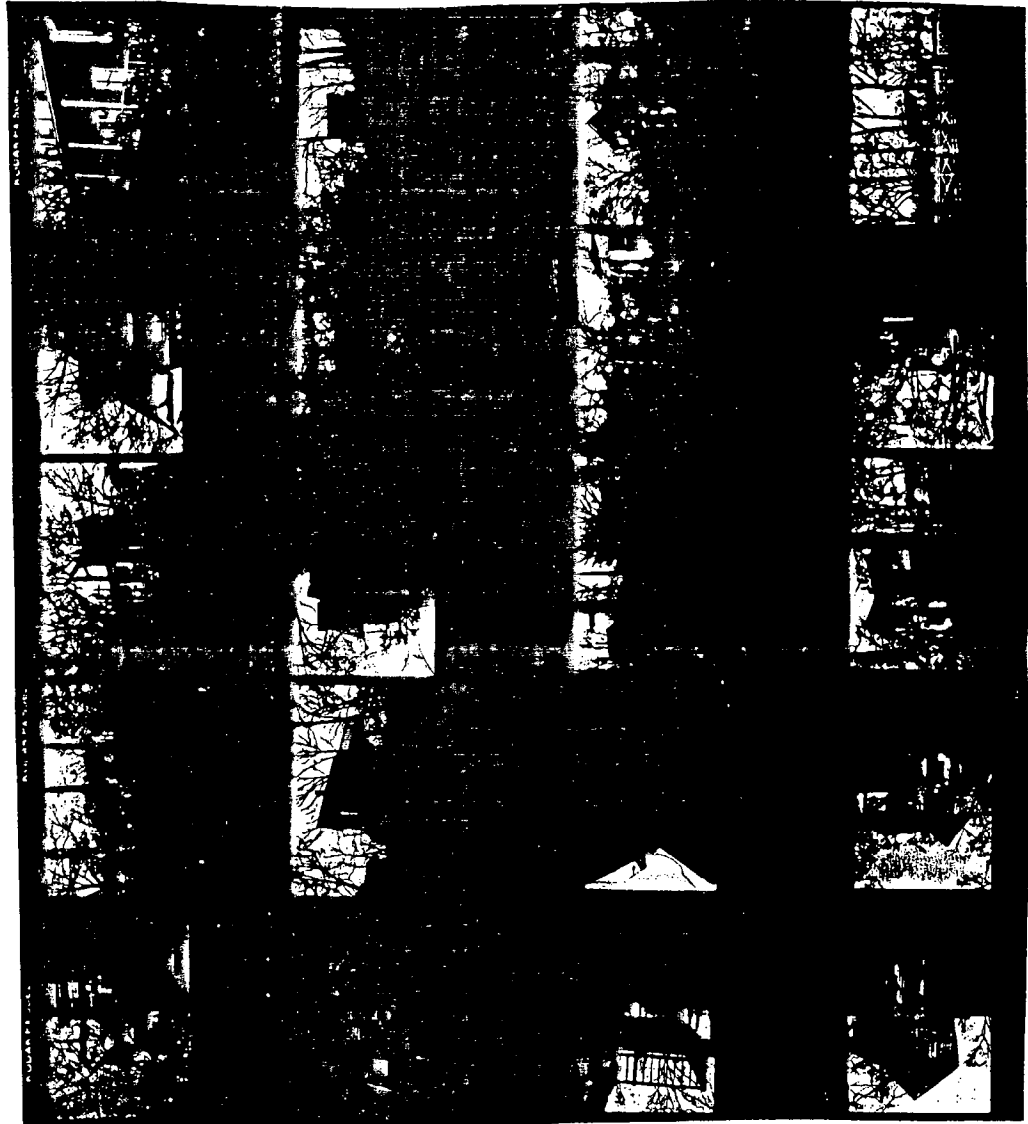
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MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE



7212 CEDAR AVENUE
MONTGOMERY COUNTY

EASEMENT EXHIBIT NO. A, Page 9 of 10

Contact Sheet Prints

SCALE:

PREPARED: CAM 12/85

MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE

IDENTIFICATION OF CONTACT SHEET PRINTS

- 1A-2 Front (Southeast) facade of house
- 2A-3 Front (Southeast) facade of house
- 3A-4 Front (Southeast) facade of house
- 4A-5 Side (Northeast) facade of house
- 5A-6 Detail of Front (Southeast) facade of house
- 6A-7 Detail of Front (Southeast) facade of house
- 7A-8 Rear (Northwest) facade of house
- 8A-9 Rear (Northwest) and Side (Southwest) facades of house
- 9A-10 View of rear of property from house
- 10A-11 View of house from rear of property
- 11A-12 Detail of Rear (Northwest) facade
- 12A-13 Detail of Rear (Northwest) facade
- 13A-14 View of Side garden Southwest of main house
- 14A-15 View North from Side Garden
- 15A-16 Side (Southwest) facade of house
- 16A-17 Detail of Side (Southwest) facade of house
- 17A-18 Side (Southwest) facade of house
- 18A-19 Side (Southwest) and Front (Northeast) facades of house
- 19A-20 View Northeast across front porch
- 20A-21 Streetscape looking North

7212 CEDAR AVENUE MONTGOMERY COUNTY	Identification of Contact Sheet Prints SCALE: PREPARED: CAM 12/85 MARYLAND HISTORICAL TRUST	NORTH
EASEMENT EXHIBIT NO. A, Page 10 of 10		
SIGNED ORIGINAL ON FILE WITH THE M.H.T.		GRANTOR GRANTEE