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DEED OF EASEMENT FOR EXTERIOR AND RIGHT OF FIRST REFUSAL

THIS DEED OF EASEMENT FOR EXTERIOR AND RIGHT OF FIRST REFUSAL, made this 15th day of March, 1983, by and between MICHAEL S. OWENS and JOELLE B. OWENS, his wife, Grantors, and PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., a Maryland non-profit corporation, Grantee.

W I T N E S S E T H :

WHEREAS, that one of the purposes of PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., as stated in its By-laws as amended, Annual Meeting, February 20, 1975, is the preservation of buildings, structures, objects and spaces that contribute to the historic character of Rockville; and

WHEREAS, the Grantors are the owners in fee simple of improved real property located in Rockville, Maryland, which property hereinafter referred to as "premises" as more particularly described below; and

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WHEREAS, PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., has deemed that the interest created in this Deed of Easement for Exterior and Right of First Refusal will aid greatly in preserving and maintaining the premises consistent with the interests and purposes of its organization referred to above;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee an easement in gross (known as architectural, historic, scenic or open space*) in the real property and improvements thereto of the Grantors designated as Old Dawson Farmhouse and more particularly described as follows:

All that part or parcel of land lying and situate in Montgomery County, Maryland, and known as "Parcel F, a resubdivision of Parcel A, Block 26, Section 7, HUNGERFORD", as per the plat thereof recorded in Plat Book 120, Plat 14174, among the Land Records of Montgomery County, Maryland

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* "open space" easement used as terminology in order to qualify for Federal tax deduction.

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THE easement and right of first refusal herein granted and conveyed to constitute a binding servitude upon said premises of the Grantors, and to that end Grantors covenant on behalf of themselves, their agents, personal representatives, heirs and assigns, and all other successors to them in interest, with Grantee, such covenants being deemed to run as servitude, in perpetuity, with the land, to do (and refrain from doing) upon the premises each of the following stipulations which contribute to the public purpose in that they aid significantly in the preservation of the historic site in question:

(a) The Grantors agree that the premises shall be open annually to the public from 10:00, a.m. to 5:00, p.m., on a single day to be selected by PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., and consented to by the Grantors which consent shall not unreasonably be withheld.

(b) Without the written permission of PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., duly signed by its President or Vice-President, no construction, alterations, or remodeling shall be undertaken or permitted which would affect either the lot herein described or the exterior (including the roof) of any building or other improvement located thereon as depicted in the photographs attached hereto and expressly incorporated by referenced herein as "Exhibit A", except the reconstruction, repair, replanting or refinishing or presently existing parts or elements of lot and house, damage to which has resulted from casualty loss, deterioration, or wear and tear, provided that such reconstruction, repair, replanting or refinishing may not be performed in a manner which would alter the appearance of the lot as of this date.

(c) The Grantors agree at all times to maintain the subject premises in a good state of repair so that no deterioration in its exterior appearance shall take place.

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(d) The Grantors agree that the officers of PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., or a person or persons delegated by them, shall be permitted at reasonable times (which time shall be established in advance by ten (10) days notice) to come upon the premises to inspect for violations of any of the covenants of this Deed of Easement for Exterior and Right of First Refusal.

(e) In the event a violation of these restrictions is found to exist, PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., may, following reasonable notice to the Grantors, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the premises to its prior condition, and in the alternative the officers may enter upon the premises, correct any such violation, and hold Grantors, their heirs and assigns, responsible for the cost thereof.

(f) Grantors hereby agree that before they shall sell, lease or transfer, other than to members of the family or descendants of the Grantors herein, any of their interest in the premises, they shall give notice in writing to Grantee of any offer from a bona fide purchaser or lessor and Grantee shall have three (3) business days in which to submit a bona fide contract to purchase or lease the premises on the same terms and conditions as offered by said bona fide purchaser or lessor. This same right of first refusal in favor of Grantee shall be inserted in any deed or lease of the premises in order to bind subsequent owners or lessees to offer the same right of first refusal to Grantee on subsequent transfers of the premises.

(g) The Grantors agree that these restrictions will be inserted by them in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to or of their possessory interest in the premises.

(h) Where permission is required to be obtained from

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PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., such permission shall be deemed to have been given upon the failure of PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., to respond to a written request therefor within forty-five (45) days of actual receipt thereof by PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., at its mailing address of Post Office Box 262, Rockville, Maryland, 20850.

The term Exterior shall 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, maintenance or repair of any structures or works affecting the exterior only.

This easement may be assigned by Grantee to a non-profit, public or quasi-public entity, involved in the field of preservation.

TO HAVE AND TO HOLD unto PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall not only be binding upon the Grantors, but also upon their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the above described land and shall survive any termination of Grantee's existence. All rights reserved herein to Grantee may be exercised, modified, or released by its successors or assigns or by its designee duly authorized in a deed or appointment executed by its President or Vice-President

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EXHIBIT A
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CLERK'S NOTATION
Document submitted for record
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