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This Easement is being re-recorded to follow recording of confirmatory deed to Grantor herein.

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 34251, p. 0196, MSA_CE64_34559. Date available 01/17/2013. Printed 10/18/2013

Clerk of the Circuit Court
JAN -4 2013
PR GEO CO MD #15-1710607

HISTORIC PRESERVATION EASEMENT

THIS HISTORIC PRESERVATION EASEMENT (hereinafter the "Easement") is hereby granted and conveyed on this 31 day of March 2012 by the Melwood Parke Foundation, Inc. ("Grantor") to The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, a body corporate and politic ("Grantee").

WHEREAS, the Grantor is the sole owner in fee simple of that certain piece or parcel of property consisting of 4 acres, more or less, located in the 15th Election District of Prince George's County having the tax account numbers 15-1710607, and known as Melwood Park located at 10908 Old Marlboro Pike, Upper Marlboro, MD (hereinafter "Property"); and

WHEREAS, the Grantee administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George's County pursuant to Prince George's County Code (2003 Edition, 2007 Supplement), as amended, Subtitle 29, Historic Property Grant Program and the Prince George's County Historic Property Grant Program Guidelines adopted on May 8, 2008 by the Prince George's County Planning Board of the Maryland-National Capital Park and Planning Commission; and

WHEREAS, in consideration of a grant from the Grantee, the Grantor desires to convey the Historic Preservation Easement ("Easement") to the Grantee that will promote the preservation and maintenance of the Property and the historic, architectural, archeological, cultural, scenic, open space, landscape, and aesthetic character of the Property; and

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

WHEREAS, in accordance with the terms and conditions of an Historic Preservation Easement Contract between the Grantor and the Grantee, which terms and conditions have been accepted by the Grantor, Grantee has approved a grant in the amount of SEVENTY FOUR THOUSAND ONE HUNDRED FIFTY (\$74,150.00) DOLLARS ("Grant"), to be made to the Grantor for the purpose of financing, in part, restoration and repair of the interior paneling of the East Parlor (Drawing Room) as part of the complete restoration of the entire house ("Building") situated on the Property; and

WHEREAS, a condition of receipt of the Grant is that the Grantor execute this Easement.

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

1. Purpose. The Grantor and the Grantee recognize the historic, architectural, archeological, cultural, scenic, open space, landscape, and/or aesthetic value and significance of the Property and have the common objective of preserving the aforesaid value and significance of the Property. It is the purpose of this Easement to assure that the architectural, historic, archeological, cultural, and associated open space features of the Property will be retained and maintained in perpetuity for preservation purposes and to prevent any use or change of the Property that are inconsistent with the Property's preservation. The Grantor and Grantee acknowledge that the Property is subject to a perpetual Deed of Preservation Easement to the Maryland Historical Trust dated January 11, 1995 (" MHT Easement") granting an easement with similar preservation purposes as set forth in this Easement.

2. Grantor's Covenants. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an

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PRINCE GEORGE'S COUNTY GOVT.
RECEIPT DATE 06/15/2012
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REVIEWER ID 006
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PG TRUST #1 .00
PG TRUST #2 .00
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Easement in the Property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, and which is more particularly set forth and described in Exhibit A, attached hereto and incorporated herein.

- (a) Covenant to Maintain: Notwithstanding the provisions of Paragraph 9, the Grantor agrees at all times to maintain the Building located on the Property, at minimum, in the same structural condition and state of repair as that existing on the effective date of this Easement. The Grantor's obligation to maintain shall require replacement, repair, and reconstruction by the Grantor whenever necessary to preserve the Building and to prevent any demolition-by-neglect. The Grantor shall give priority to repairs needed to prevent deterioration of the Building. The Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good appearance with substantially similar plantings, vegetation, and natural screening to that existing on the effective date of the Easement. The existing lawn areas shall be maintained as lawns, regularly mown. The existing meadows and open areas shall be maintained as meadows and open areas, regularly cut to prevent the growth of woody vegetation where none currently grows. Subject to the casualty provisions of Paragraphs 13 and 14, this obligation to maintain shall require repair, rebuilding, replacement, and/or reconstruction of the Buildings wherever necessary in accordance with *The Secretary of the Interior's Standards for Rehabilitation*, as may be amended from time to time (hereinafter the "Secretary Standards"). Masonry shall be repaired or replaced, as needed, with the same or comparable material that matches the bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar.
- (b) Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:
- (i) The Building shall not be demolished, removed, or razed as provided in Paragraphs 13 and 14;
 - (ii) No other buildings or structures (notwithstanding those permitted under the MHT Easement), including camping accommodations, mobile homes, or livestock trailers shall be erected or placed on the Property hereafter except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers; any proposed construction of any permanent buildings or structures shall require the prior express written approval of the Grantee;
 - (iii) The dumping of trash, ashes, rubbish, construction waste, or any other unsightly or offensive materials is prohibited on the Property;
 - (iv) No above-ground utility transmission lines, except those reasonably necessary for the existing Building may be created on the Property, subject to utility easements already recorded;
- (c) Grantor's Conditional Rights Requiring Approval of the Grantee. Without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of the Grantee, the Grantor shall not undertake any of the following actions:
- (i) Increase or decrease the height of, make additions to, change the exterior facades (including fenestration) and roofs of the Building;
 - (ii) Make permanent substantial topographical changes, such as, by example, excavation for the construction of roads, driveways and recreational facilities;
 - (iii) Cut down or otherwise remove live trees, shrubs, or other vegetation on the Property located within or outside of existing lawn areas, meadows and open

C/A

fields. However, the Grantor may with prior written approval from and in the sole discretion of the Grantor, undertake such landscaping of the Property as is compatible with the purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation.

- (iv) No signs, billboards, or advertisements shall be displayed or placed on the Property or Buildings, provided, however, that the Grantor, with the prior written approval of the Grantee, and in its sole discretion, erect such signs as are compatible with the purposes of this Easement and appropriate to identify the Building and any commercial and/or educational activities carried on in and around the Building and Property.
- (v) Change the use of the Property to another use other than a single family residence. Grantee must determine that the proposed use: (i) does not impact the significant conservation and preservation values of the Property; and (ii) does not conflict with the Purpose of the Easement.
- (vi) Change the floor plan of the Building.

(d) Review of Grantor's Requests for Approval. The Grantor shall submit to the Grantee for the Grantee's approval of those conditional rights set out at Paragraph 2(c) information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, the Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit the Grantor to monitor such activity. The Grantor shall not undertake any such activity until approved by the Grantee. The Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the National Trust for Historic Preservation, concerning the appropriateness of any activity proposed under this Easement.

(e) Standards for Review. In exercising any authority created by the Easement to inspect the Property or the Interior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's *Standards*.

(f) Public Access. The Grantor shall make the Property and Interior of the Building accessible to the public on a minimum of four (4) days per year. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the Interior of the rehabilitated property by special appointment at various times and intervals during each year. The general public shall have access to the Property to view the Exterior and Interior features herein protected at the Grantee's discretion at various times and intervals during each year at times both desirable to the public and convenient to the Grantee. No foundation plantings shall be erected or allowed to grow around or on the Building which would impair the visibility of the Building.

(g) Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Paragraphs 2(a), 2(b), and 2(c), the following rights, uses, and activities of or by the Grantor on, over, or under the Property are permitted by this Easement and by the Grantee without further approval by the Grantee:

- (i) The right to engage in all those acts and uses that: (i) are permitted governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Easement;

- (ii) Pursuant to the provisions of Paragraph 2(a), the right to maintain and repair the Building strictly according to the Secretary's *Standards*. As used in the subparagraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 2(c) and 2(d);
- (iii) The right to continue all manner of existing use and enjoyment of the Property's Building, including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening and building walkways, steps and garden fences; the right to cut, remove, and clear glass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, upkeep, consistent with the Purpose of this Easement; and
- (iv) The right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the protection of the conservation and preservation values of the Property.
- (v) The right to fully landscape the Property in a manner compatible with the style and period of the Building.
- (vi) The right to have paint research undertaken on the Interior and Exterior of the Building and to use original colors.
- (vii) The right to repair existing plaster walls and ceilings as needed.

(h) Interior Restrictions. In delineation and furtherance of this Easement, Grantee imposes and the Grantor accepts the following Interior restrictions:

Grantor agrees that no construction, alteration, or any other activity shall be undertaken which will alter or adversely affect portions of the Building as they exist as of the date of this Easement without the prior written permission of the Grantee. Such interior portions, documented in a set of photographs attached hereto as part of Exhibit B, and incorporated herein by this reference are as follows:

- (i) All woodwork on the first and second floors including but not limited to cornices, mantel pieces, paneling, dados, stairs, doors, door casings, windows, and window casings;
- (ii) All structural members, interior beams, and framing;
- (iii) All floors of the first and second floors with the sanding of all but hardwood floors expressly forbidden;
- (iv) All fireplaces;
- (v) Existing historic hardware on the first and second floors; and
- (vi) Existing plaster (walls, ceilings) on the first and second floors; and

- (vii) Existing original space configuration with the subdivision of such space is expressly forbidden. The Grantor shall obtain the prior written approval of the Grantee prior to the addition of any new interior walls or prior to the removal of any existing interior walls.
- (viii) Grantor shall obtain the prior written approval of the Grantee about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the Building.
- (ix) The Grantor shall obtain the prior written approval of the Grantee on the location and plans of any new kitchen or bathrooms to be installed.

(i) Interior Exceptions. For the purposes of these restrictions, redecorating or refurbishing work identified below shall not constitute construction, alteration, or remodeling requiring the prior written permission of the Grantee subject to the following limitations:

- (i) Interior wallpapering provided such papering shall not disturb, damage or destroy protected woodwork as identified in Paragraph 2(h) above;
- (ii) Interior plastering provided such plastering shall not disturb, damage, or destroy protected woodwork or plaster as identified in Paragraph 2(h) above;
- (iii) Electrical re-wiring provided that no electrical fixtures are imbedded in or attached in any manner to protected woodwork as identified in Paragraph 2(h) above;
- (iv) Replacement of plumbing provided that such new plumbing shall not disturb, damage or destroy the structural integrity and woodwork of the structure as identified in Paragraph 2(h) above;
- (v) Replacement of glass provided that such replacement shall not disturb, damage, or destroy protected features as identified in Paragraph 2(h) above;
- (vi) Installation of window and door screens and storm windows and doors, provided that such installations shall not disturb, damage, or destroy protected features as identified in Paragraph 2(h) above;
- (vii) Installation of insulation provided that no blown-in insulation shall be introduced into the side walls of the structure and that all installations shall not disturb, damage, or destroy protected features as identified in Paragraph 2(h) above. The Grantor shall choose methods of insulation which will adequately protect and preserve the original fabric of the building. Under no circumstances shall foam-in-place or loose-fill insulation be installed in the exterior walls of the Building.

Any and all redecorating or refurbishing work which may disturb, damage, or destroy protected features as identified in Paragraph 2(h) above shall require the prior written permission of the Grantee.

3. Subordination. This Easement shall be an encumbrance prior to any subsequent lien on the Property with the sole exception of the MHT Easement as referred to in Paragraph 1 hereinabove. If there are any prior liens on the Property, the Grantor hereby further agrees that such lien shall be subordinate to this Easement, and Grantor agrees to comply with Mortgagee's/Lender's conditions of such subordination. The parties hereto agree that this Easement is subordinate to the MHT Easement as long as the preservation purpose of the MHT Easement remains consistent with the preservation purpose set forth in Paragraph 1 above. Grantee shall provide a copy of these covenants and restrictions to all mortgagees/lenders of the Property. The subordination provisions as described relate only to the

purposes of these covenants and restrictions, namely, the preservation of the historic architecture and landscape of the Property.

4. Description. Exhibit B consists of a Schedule (which is recorded with this Easement) describing the documents, photographs of selected portions or elements of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith. The Parties acknowledge that Exhibit B may be modified and updated from time to time upon the conclusion of various restoration projects involving the Property and Building.
5. 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 the Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's, successors, transferees and assigns.
6. Standards for Review. All improvements on the Property, including any changes and alterations must conform to both the Secretary of the Interior's *Standards for the Treatment of Historic Properties* ("*Standards*") (see Exhibit C) and the Prince George's County Historic Preservation Ordinance and policies. In the event that the *Standards* are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth herein, the Grantee may apply reasonable alternative standards, and notify the Grantor of the substitute standards.
7. Maintenance and Administration. Grantor shall keep and maintain the Property and Building, and the Exterior and Interior of the Building (as herein defined), in good, clean and safe condition. Grantor shall maintain, repair and administer the Property, the Buildings and the Exterior and Interior of the Building in a manner to preserve the historic, architectural, aesthetic and cultural character and appearance of the Property as shown and described in Exhibit B. The maintenance, repair and administration of the Property, Building, and the Exterior and Interior of the Building thereon shall further conform to the requirements of Paragraph 6 above.
8. Changes and Alterations. The Grantor shall not demolish, remove or raze the Building located on the Property as described in Exhibit B, except as provided in Paragraphs 13 and 14;
 - a. Without the express prior written consent of the Grantee, which consent may be withheld or conditioned in the sole discretion of the Grantee, the Grantor shall not cause, permit or suffer any construction which would alter or change the Property, Building or the Exterior or Interior of the Building as described and depicted in Exhibit B, provided, however, that if damage has resulted to said Building and/or Building Exterior or Interior 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 Grantee, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.
 - b. The term Exterior means the exterior surfaces of the Building on the Property including the architectural style and detail, the general design and arrangement, 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 Interior means the interior surfaces of the Building on the Property, including the architectural style and detail, the general design and arrangement, the kind and texture of building materials and the type and style of all windows, doors light fixtures, and other similar interior features. The term "construction" means the act of building a structure and

shall include all reconstruction, renovation, improvement, enlargement, alteration, demolition, maintenance or repair of any structure or works, including significant and/or character defining landscape features.

- c. Without the express written consent of the Grantee, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit B. Grantee may grant permission for any construction, alteration, addition, removal or any other use or activity by the Grantor which is restricted by any provision of this Easement. The failure by the Grantee to act within ninety (90) days of its receipt of any written request for Grantee permission required under this Easement shall be deemed to be approval of the entire request. Permission as to one alteration or addition, or group of alterations or additions, shall in no circumstances be construed to waive the requirement for permission for subsequent alterations or additions.

9. Positive Work Requirements for Stabilization Program.

- a. Within five (5) months of the date of recording this Easement, the Grantor shall present a program for the stabilization of the Building located on the Property (the "Stabilization Program"), in the event that the Building requires "stabilization" as defined in this Paragraph 9(a). Necessity to participate in the Stabilization Program shall be at the sole discretion of the Grantee. The Stabilization Program shall outline and prioritize work items necessary to stabilize the Building and shall describe the stabilization work, if any, already completed prior to the recording of this Easement. The Stabilization Program shall be submitted to the Grantee for review and written approval and shall be in effect until rehabilitation or restoration efforts can begin.

Stabilization is defined as the act or process of applying temporary measures designed to re-establish a weather resistant enclosure and the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it exists at present. Stabilization shall include securing the structure against intruders on a one-time basis.

- b. Within three (3) months from the date the Grantee approves the Stabilization Program, all measures approved to stabilize the Building shall have been completed by the Grantor.

10. Work Requirements for Rehabilitation Program

- a. Within three (3) months from the date of completion of Building stabilization, Grantor shall present a program for the overall rehabilitation of the Building (the "Rehabilitation Program"). The Rehabilitation Program shall outline and prioritize work items necessary to rehabilitate the historic structure. The Rehabilitation Program shall be submitted to the Grantee for review and written approval. Grantee shall use its best efforts to work together and coordinate a timely approval of the Rehabilitation Program with The Maryland Historical Trust (MHT) as prior easement holder. Any breach by the Grantor of the terms and conditions of this Paragraph shall be subject to the remedies set forth In Paragraph 17 below. All time limits stated in this Easement are of the essence.

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 which are significant to its historical, architectural, and cultural values.

- b. Within two (2) years from the date the Grantee approves the Rehabilitation Program; all measures approved to rehabilitate the East Parlor (Drawing Room) shall have been completed by the Grantor.

11. Archeological Resources. Without the express prior written consent of the Grantee, the Grantor shall not cause, permit or suffer any grading, excavation, plowing over twelve (12) inches in depth, sub-soiling, drainage improvement, or other undertaking on the Property, excluding the cemetery area, which would materially disturb the surface or subsurface of the ground. Prior to granting any consent, the Grantee may require the Grantor to perform an archeological survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Grantee, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Grantee. Attention shall be given to the possibility that human remains reside in the family cemetery that was located just east of the Building. Although graves were documented to have been relocated in 1888, there remains the possibility that others were left interred. It is recognized that locating old grave shafts requires the exposure of extensive surface areas. Grantee acknowledges that it may be necessary to machine-strip the topsoil from the cemetery area and conduct intensive flat shoveling and troweling. Prior written approval of such excavation activity to determine the presence of burials shall not be unreasonably withheld by the Grantee. Until archeological investigation confirms the absence of remaining graves in the cemetery, earth-moving activities and other ground disturbance activities shall be prohibited in this cemetery area, also referred to as the "East Middle Field" and noted on the Archeological Base and Unit Map incorporated herein as Exhibit D.
12. Inspection. The Grantor authorizes the Grantee and its duly authorized agents and assigns upon reasonable notice and at reasonable times, to enter upon the Property from time to time to inspect and monitor the Property for compliance with the terms and conditions of this Easement. Access to the Property shall not be unreasonably withheld. The failure of the Grantor to exercise this right of inspection for any period of time shall under no circumstances be construed as a waiver of such right.
13. Casualty Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval, except as otherwise permitted in Paragraph 9(a) herein above. Within thirty (30) days of the date of damage or destruction, if required by the Grantee, the Grantor at its expense shall submit to the Grantee a written report by a qualified restoration architect and/or engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:
- (a) an assessment of the nature and extent of the damage;
 - (b) a determination of the feasibility of the restoration of the Property and/or reconstruction of damaged or destroyed portions of the Property; and
 - (c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing as of the date hereof.
14. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 13 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 15, the Grantor and the Grantee agree that the Purpose of this Easement will be served by such restoration/reconstruction, the Grantor and the Grantee shall establish a schedule under which the Grantor shall complete the restoration/reconstruction of the Property in accordance with the plans and specifications consented by the parties up to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 15, the Grantor and the Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, the Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the structure(s) and/or construct new improvements on the Property. The Grantor and the Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of Maryland and Paragraph 29 hereof.

15. Insurance. The Grantor shall keep the Property insured as presently covered. Grantor represents that it owns a policy for the replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Such insurance shall include the Grantee's interest and name the Grantee as an additional insured. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
16. Taxes. Grantor shall pay on or before the due date, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property, regardless of the status of protests or appeals. Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to the Grantor any payments relating to taxes, assessments, water rates, sewer charges and any other governmental or municipality charges, fines, impositions, or liens asserted against the Property. The Grantee may make such payment according to any bills, statements, or estimates procured from the appropriate public office without inquiry into the accuracy of such bills, statements, or assessments or into the validity of such tax assessments, sales, or forfeitures. Such payment, if made by the Grantee, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.
17. Breach by Grantor and Remedies of the Grantee. Upon any breach of the terms of this Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, and in addition to any remedies now or hereafter provided by law, exercise any or all of the following remedies:
 - a. institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, specific performance or damages;
 - b. demand that the Property be restored promptly to the condition required by this Agreement; and
 - c. enter upon the Property, correct any breach, and hold the Grantor responsible for the resulting cost.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantor is found to have breached any of the Grantor's covenants under this Easement, the Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including but not limited to, reasonable court costs, attorney's, architectural, engineering, and expert witness fees.

18. Waiver. No waiver of any term or condition of this Easement shall have any force or effect unless it is in writing and approved by the parties hereto. No failure on the part of the Grantee to enforce any

covenant or provision herein nor the waiver of any right thereunder by the Grantee shall discharge or invalidate such covenant or provision, or any other covenant, condition, or provision hereof, or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

19. Indemnification. The Grantor shall indemnify and hold the Grantee harmless for any liability, costs, attorney's fees, judgments or expenses to the Grantee or any officer, employee, agent, or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from the Grantor's violation of these preservation restrictions, or arising out of the conveyance, possession, or exercise of rights under these preservation restrictions.
20. Consent. In any event where the terms of this Easement require the consent of the Grantee, such consent shall be requested by notice to the Grantee.
21. Notice. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, or hand delivered and received, if to the Grantor, addressed to the Grantor as follows:

William C. Hendricks, Director
Melwood Parke Foundation, Inc.
2231 Crystal Drive, Suite 1116
Arlington, VA 22202

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Grantee at:

The Maryland – National Capital Park and Planning Commission
Prince George's County Planning Department
Historic Preservation Section
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

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. Each party may change its address set forth herein by a notice to such effect to the other party. The failure to service a change of address notice shall not waive the notice requirement.

22. Notice from Government Authorities. The Grantor shall deliver to the Grantee copies of any notice of violation or lien relating to the Property received by the Grantor from any governmental authority within five (5) days of receipt by the Grantor. Upon request by the Grantee, the Grantor shall promptly furnish the Grantee with evidence of the Grantor's compliance with such notice or lien where compliance is required by law.
23. Liens. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by the Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property. This Easement shall be subordinate to the MHT Easement subject to the terms and conditions set forth in Paragraphs 1 and 3 above.
24. Subsequent Conveyance. The Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the

Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed. The Grantor agrees for itself, its authorized agents, successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated. The Grantor shall provide the opportunity for the Grantee to explain the terms of the Easement to potential new owners prior to the sale closing.

25. Publication. Upon receipt of prior written approval by the Grantor, the Grantee may make photographs, drawings or other representations documenting the significant historic, cultural, or architectural character and features of the Property and distribute them to magazines, newsletters, or other publicly available electronic or printed publications for non-commercial, educational purposes, or use them in any of its efforts or activities for the preservation of the heritage of Prince George's County or advance the general preservation goals of the Grantee. The Grantee's approval to obtain and use such material shall not be unreasonably withheld.
26. Applicable Law. The Grantor acknowledges and agrees that the Property shall be subject to the rules and regulations of the Historic Preservation Ordinance, Subtitle 29 of the Prince George's County Code (2003 Edition, 2007 Supplement), as amended, and the Prince George's County Historic Property Grant Program Guidelines adopted on May 8, 2008 by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission in effect at the time this easement is conveyed.
27. Compliance with Applicable Ordinances. To the extent that this Easement permits future development of the Property, such development shall conform with appropriate local, state or federal standards for construction or rehabilitation. Furthermore, nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any ordinance relating to building materials, construction methods or use. In the event any conflict between such ordinance and the terms hereof, the ordinance shall prevail and the Grantor shall promptly notify the Grantee of such conflict and shall cooperate with the Grantee and Prince George's County and the State of Maryland or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.
28. Valuation/Percentage Interests. This Easement constitutes a limited real property interest immediately vested in the Grantee, which, for the purposes of Paragraphs 29 and 30 herein below, the parties stipulate to have a fair market value by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The Grantor and the Grantee acknowledge that the sole policy behind this requirement is to assure that the public receive fair value for the Historic Property Grant benefit bestowed in the event that the Easement is extinguished in the future.
29. Extinguishment. The Grantor and the Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property in a manner consistent with the purpose of this Easement and necessitate extinguishment of the Easement. Such circumstances may include, but are not limited to, partial or total destruction of the Property resulting from casualty. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, the Grantor and the Grantee shall share in any net proceeds resulting from such sale in accordance with their respective percentage

interests in the fair market value of the Property, as such interests are determined under the provisions of Paragraph 27, adjusted, if necessary, to reflect a partial termination of extinguishment of this Easement. All such proceeds received by the Grantee shall be used by the Grantee in a manner consistent with the Grantee's primary purposes. Net proceeds shall also include, without limitation, net insurance proceeds.

30. Condemnation - Eminent Domain. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, the Grantor and the Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims and the net of expenses reasonably incurred by the Grantor and the Grantee in connection with such taking, the Grantor and the Grantee shall be respectively entitled to compensation from the balance to recover proceeds in conformity with the provisions of Paragraphs 29 and 30 herein, unless otherwise provided by law.
31. Interpretation. This Easement will be interpreted under the laws of the State of Maryland and Prince George's County, Maryland in a manner designed to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose. If the Grantor has any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Property, the Grantor may submit a written request to the Grantee for consideration and approval of such use. The following provisions shall govern the effectiveness, interpretation and duration of the Easement:
- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Easement and this instrument shall be interpreted broadly to affect its purpose and the transfer of rights and the restrictions on use herein contained.
 - (b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor and the other, after recording, to be retained by the Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.
 - (c) It is the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.
 - (d) To the extent that the Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use or uses more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Easement.
 - (e) To the extent that any action taken by the Grantee pursuant to this Easement gives rise to a claim of breach of contract, the Grantor and the Grantee agree that the sole remedy on the part of the Grantor shall be reimbursement of direct out-of-pocket expenses reasonably incurred by the

Grantor as a result of such breach and that the Grantor shall not have any right to indirect, consequential or monetary damages in excess of such direct out-of-pocket expenses.

- 32. Hazardous Materials. The Property the Grantor and Grantee seek to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the Building is habitable. Addressing these problems is one of the challenges of owning a historic property. The Grantee is not responsible for correcting these problems and does not take responsibility for the condition of the Property. The Grantee shall not be held liable in any way for any hazards, defects, or other problems with the Property.
- 33. Assignment. The Grantee may transfer or assign this Easement to a unit of federal, state or local government or to a similar local, state, or national organization that is a "qualified organization" Section 170(h) of the Internal Revenue Code whose purposes, *inter alia*, are to promote preservation of historic, cultural, architectural, or archeological resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which this Easement was granted will continued to be carried out.
- 34. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and the Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code and the laws of the State of Maryland. Any such amendment shall be consistent with the protection and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, cultural, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Prince George's County. Nothing in this paragraph shall require the Grantor or the Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS EASEMENT reflects the entire agreement of the Grantor and the Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Easement, unto the said Grantee and its successors and permitted assigns forever. This DEED OF HISTORIC PRESERVATION EASEMENT may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Grantor intending to legally bind itself, has set its hand and corporate seal on the date first written above.

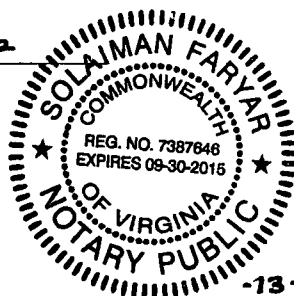
Witness/Attest:

GRANTOR: MELWOOD PARKE FOUNDATION, INC.

SOLAIMAN FARYAR

William C. Hendricks

By: William C. Hendricks, Director



SOLAIMAN FARYAR

[Signature] 03/31/2012

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 34251, p. 0208, MSA_CE64_34559. Date available 01/17/2013. Printed 10/18/2023.

33706 316

34251 209

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of MARCH, in the year 2012, before the subscriber, personally appeared **William C. Hendricks**, who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Director of the Melwood Parke Foundation, Inc.

 FARYAR

Notary Public

My Commission Expires: 09-30-2015



Return to
Charles C. Roberts
14300 Gallant Fox Lane
#103
Bowie, MD 20715

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33706 317

34251 210

Exhibit A

Legal Description of Property

**10908 Old Marlboro Pike
Upper Marlboro, MD 20772**

Conveyed by
Melwood Parke Foundation, Inc.

Property Tax Account Nos.: 15-1710607
Map 100
Grid B2
Parcel 51
4.0 acres, more or less

33706 318

34251 211

Exhibit B

Schedule describing the documents, photographs of selected portions of the Property

Melwood Park
10908 Old Marlboro Pike
Upper Marlboro, MD 20772

1. Preservation Easement Architectural Data Form
2. Boundary and topographic survey
3. Title Insurance
4. Photographic Record

Exhibit C**The Secretary of the Interior's Standards for Rehabilitation**

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

33706 320

34251 213

EXHIBIT D

“East Middle Field” Archeological Base and Unit Map

34251 State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Prince George's

33705 321

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Clerk Recording Validation

1	Type(s) of Instruments	(Check Box if addendum Intake Form is Attached.)			
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Other Easement <input type="checkbox"/> Historic Preserv.	<input type="checkbox"/> Other _____
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input checked="" type="checkbox"/> Not an Arms-Length Sale [9]
		3 Tax Exemptions (if applicable) Cite or Explain Authority		Recordation	n/a To M-NCPPP
		State Transfer	n/a To M-NCPPP		
		County Transfer	n/a To M-NCPPP		

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration		
		Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration	\$	
		Any New Mortgage	\$	X () % =	\$	
		Balance of Existing Mortgage	\$	Less Exemption Amount	-	\$
		Other:	\$	Total Transfer Tax	=	\$
		Other:	\$	Recordation Tax Consideration	\$	
		Full Cash Value:	\$ 0.00	X () per \$500 =	\$	
		TOTAL DUE		\$		

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 0.00	\$	
		Surcharge	\$ 0.00	\$	
		State Recordation Tax	\$ 0.00	\$	
		State Transfer Tax	\$ 0.00	\$	
		County Transfer Tax	\$ 0.00	\$	
		Other	\$	\$	
		Other	\$	\$	
					Tax Bill:
					C.B. Credit:
					Ag. Tax/Other:

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		15	1710607	17201/76	100	51		(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
								4.00 Acres	
		Location/Address of Property Being Conveyed (2)							
		10908 Old Marlboro Pike, Upper Marlboro, MD 20772							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
		Residential or Non-Residential		Fee Simple or Ground Rent		Amount:			
		Partial Conveyance? Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred: not a conveyance					
		If Partial Conveyance, List Improvements Conveyed:							

7	Transferred From	Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
		Melwood Parke Foundation, Inc.	
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	Doc. 2 – Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
		The Maryland-National Capital Park and Planning Commission	
New Owner's (Grantee) Mailing Address			

9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Charles C. Roberts, Esq.		<input type="checkbox"/> Hold for Pickup
		Firm		<input type="checkbox"/> Return Address Provided
		Address: 14300 Gallant Fox Lane, # 103, Bowie, MD 20715 Phone: (301) 464-3900		

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER			
	Assessment Information	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line							
Terminal Verification		Agricultural Verification		Whole		Part	
Transfer Number		Date Received:		Deed Reference:		Tran. Process Verification	
						Assigned Property No.:	
Year	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

REMARKS:

Space Reserved for County Validation

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