

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this 21st day of July, 2004, by and between BURROUGHS FAMILY, L.L.C., a limited liability company (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

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 real property as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement (this "Deed") 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; and

WHEREAS, Grantee has determined that this Deed is exclusively for observation purposes.

CRIF STAMP	20.00
RECORDING FEE	20.00
TOTAL	40.00
Real Observation #	95205
RAD JCD	BLK # 1695
See 21, 2004	11:50

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. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of that certain lot or parcel of land known as the Chappellear property, at 8780 Leonardtown Road, and also Lot 4 of the Herbert Fields subdivision, containing 3.021 acres, more or less, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Hughesville, Charles County, State of Maryland, and which is more particularly set forth in Exhibit B, attached hereto and incorporated herein.

2. Exhibit A consists of 12 pages and includes as page 1 a schedule (which is recorded with this Deed) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Deed as though recorded herewith.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be

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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, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, 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) Public Access. Grantor shall make the Property open to the public on a minimum of 5 days per year from 10:00 a.m. to 5:00 p.m., or the equivalent of 35 hours a year, and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph D below. 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.

(D) 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 Property or the Exterior or Interior of any improvements thereon as described and depicted in Exhibit A, provided, however, that if damage has resulted to said 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 Director, 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.

(ii) The terms Exterior and Interior mean the exterior and interior surfaces of an improvement on the Property including the architectural style, the general design and arrangement, 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 and interior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) Without the express written consent of the Director, 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 A.

(E) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting such consent, the Director may require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) 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 the Grantor with the terms of the Easement.

(G) 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.

(H) 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.

(I) 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 the 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.

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

Burroughs Family, LLC
28370 Old Village Road
Post Office Box 207
Mechanicsville, Maryland 20659

or to the Grantor at such other address as the 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
100 Community Place
Crownsville, Maryland 21032-2023

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to the 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.

(K) Construction. 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.

(L) Subsequent Conveyance. 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.

(M) Transfer of Ownership. The Grantor agrees for itself, its personal representatives, heirs, 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.

(N) Conservation Purposes. Grantee agrees that it will hold this Deed exclusively for conservation purposes *i.e.*, that it will not transfer this Deed whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may

assign or transfer its interest in this Deed to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Deed under any pertinent provisions of federal law.

(O) Property Right. Grantor agrees that the donation of this Deed gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that this Deed bears to the value of the Property as a whole.

(P) Governing Law. This Deed is made in, and shall be governed by, the laws of the State of Maryland.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

GRANTOR: BURROUGHS FAMILY, L.L.C.

By: (SEAL)
Name: Benjamin H. Burroughs, Jr., President of
Title: Charlotte Hall Center, Inc.

WITNESS:

ACCEPTED BY THE
MARYLAND HISTORICAL TRUST

By: (SEAL)
J. Rodney Little, Director

Approved as to form and legal
sufficiency this 2nd day of

August 2004

Assistant Attorney General

APPROVED FOR TRANSFER

Office of the Treasurer
for Charles County

Per: LCM Date: 9/23/04

Taxes levied and on
record are paid.

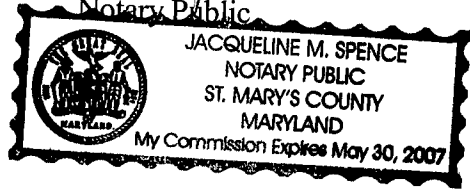
Recordation Tax \$ 0

STATE OF MARYLAND, ST. MARY'S CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of July, in the year 2004, before the subscriber, personally appeared BENJAMIN H. BURROUGHS, JR., who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized Charlotte Hall Center, Inc., Managing Member of the BURROUGHS FAMILY, L.L.C.

Jacqueline M. Spence
Notary Public

My Commission Expires: _____



STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of August, in the year 2004, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Elizabeth Hughes for

Therian G. Vesely
Notary Public

My Commission Expires: February 1, 2005

CERTIFICATION

I hereby certify that this instrument has been prepared by me or under my supervision and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

Mark S. Petruskas (SEAL)
Mark S. Petruskas

**CHAPPELEAR PROPERTY
CHARLES COUNTY**

SCHEDULE

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CHAPPELEAR PROPERTY
CHARLES COUNTY

Schedule

EASEMENT EXHIBIT A NO. 1 OF 12

SCALE:
PREPARED: EBT 6/04
MARYLAND HISTORICAL TRUST

NORTH

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

GRANTOR

GRANTEE

EXHIBIT B
PROPERTY DESCRIPTION

CHAPPELEAR
 8780 LEONARDTOWN ROAD,
 HUGHESVILLE, CHARLES COUNTY, MARYLAND 20637

LEGAL DESCRIPTION

LOT 4 - HERBERT FIELDS
(A.K.A. THE CHAPPALEAR PROPERTY)
 NINTH ELECTION DISTRICT
 CHARLES COUNTY, MARYLAND

BEING part of the lands conveyed unto The Burroughs Family, LLC, a Maryland Limited Liability Corporation, by deed dated January 8, 2001, from Dorothy E. Hitch, as recorded among the Land Records for Charles County, Maryland, in Liber 3112 at Folio 279, said lands being further described as all of Lot 4 as shown on a plat of subdivision entitled "Lot 4 - Herbert Fields" being or intended to be recorded among said Land Records shortly hereafter, said lands being more particularly described as follows:

BEGINNING for the same at an iron pipe found on the northerly right-of-way line for Maryland Route 5, a variable width Public Right-of-Way, as shown on Maryland State Roads Commission (S.R.C.) Plats numbered 33006, 33007, 3373, 3374 and 55909, said iron pipe found being further described as 117.15 feet right of base line station 123+15.70 as shown on said S.R.C. Plat numbered 55909, said iron pipe found being even further described as a common corner the lands described herein and the lands standing now or formerly in the name of John Cheseldine, as described in a deed recorded among said Land Records in Liber 1011 at Folio 201; thence, leaving the beginning point so fixed and running coincidentally with said northerly right-of-way line for Maryland Route 5 the following two (2) courses,

1. **North 36°23'00" West, 146.35 feet** to a point; thence, by the same,
2. **182.55 feet** along the arc of a curve concave to the northeast having a **Radius of 38,147.20 feet**, a central angle of **0°16'27"** and a chord which bears **North 25°01'48" West, 182.55 feet** to a point of cusp; thence, leaving said northerly right-of-way line for Maryland Route 5 and running through said lands of The Burroughs Family, LLC, coincidentally with the proposed northerly right-of-way line for Maryland Route 5 (the Hughesville By-Pass) as shown on said S.R.C. Plat numbered 55909,
3. **North 74°01'18" East, 21.35 feet** to a point; thence, by the same,
4. **116.49 feet** along the arc of a curve concave to the east, having a **Radius of 1295.00 feet** a central angle of **5°19'05"** and a chord which bears **North 13°24'04" West, 116.45 feet** to a point of cusp; thence, leaving said proposed northerly right-of-way line for Maryland Route #5 and continuing through said lands of The Burroughs Family, LLC,
5. **North 84°39'09" East, 249.29 feet** to a point; thence, by the same,
6. **South 63°47'58" East, 156.59 feet** to a point; thence, by the same

7. **South 53°32'04" East, 163.29 feet** to a point; thence, by the same,
8. **South 41°06'25" West, 58.97 feet** to a point at the common corner of the lands described herein and said lands of Cheseldine; thence, running coincidentally with the outline of said lands of Cheseldine,
9. **South 55°19'12" West, 377.87 feet** to the Point and Place of Beginning,

CONTAINING 3.021 acres of land, more or less.

SUBJECT to any and all rights-of-way and/or easements of record including, but not limited to conditions of the Preliminary Plan approval for the Herbert Fields Subdivision, File #XPN 01-0023, dated February 10, 2003.

BEING the same land described and shown on a plat drawn by Wayne Paul Hunt, Professional Surveyor entitled *Lot 4 Herbert Fields* (job #XRS 03 – 0054) and dated May 25, 2003, revised 09/03/03, 05/19/04 and 06/16/04, and signed by Wayne Paul Hunt on 07/08/04.

State of Maryland Land Instrument Intake Sheet
Baltimore City County: CHARLES

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 Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration
5 Fees
Amount of Fees
Doc. 1
Doc. 2

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).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
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
Name: JACKIE SPENCE
Firm: DUGAN, McKISSICK, Wood & LONGMARE, LLC
Address: 22738 MAPLE RD LEXINGTON PARK, MD 20653
Phone: (301) 862-3764

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
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
Tran. Process Verification
Transfer Number:
Date Received:
Deed Reference:
Assigned Property No.:

REMARKS:
Land
Buildings
Total
Geo.
Zoning
Use
Town Cd.
Map
Grid
Parcel
Ex. St.
Sub
Plat
Section
Ex. Cd.
Block
Lot
Occ. Cd.