

APPENDIX B: SUMMIT HALL WARRANTY DEED

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WARRANTY DEED

CLERK'S OFFICE
MONTG. CO. MD.

NATIONAL PARK SERVICE

Chesapeake and Ohio Canal
National Historical Park
1975 JUN 13 PM 1:03
Tract No. 28-104THIS DEED, made this 15th day of April 1975, by and
between Potomac Valley Turf Farm, Inc._____, Grantor(s), and the United States of
America, Grantee.

WITNESSETH, that the Grantor(s) for and in consideration of the
sum of Ten Thousand Nine Hundred Dollars-----
(\$10,900.00) the receipt and adequacy of which is hereby acknowledged,
do(es) hereby grant and convey, unto the United States of America, and
its assigns, a fee simple title, including all the right, title estate
and interest of the said Grantor(s) in and to any streets, alleys, ways,
watercourses, strips, gores, accretions, railroad rights of way or
strips of land abutting, adjacent, adjoining, or contiguous to or tra-
versing, in and to the following described land(s):

17.75 PAID 552 CLK.CT.M.C. DEED—ECK 17.00

TRACT NO. 28-104

All of the certain tracts or parcels of land lying and situated
in the Third Election District, County of Montgomery, Maryland,
being more particularly described as follows:

PARCEL I

Beginning for the same at a point 30.00 feet from the end of the 5th
line of a 140.91 Acre parcel of land conveyed by Hugh M. Beshers, et ux,
to the Potomac Valley Turf Farm, Inc. by deed dated May 7, 1964 and
recorded among the land records of Montgomery County, Maryland in
Liber 3214 at Folio 606, said 140.91 Acre tract being described by
metes and bounds in a conveyance from Charles M. Mathews, et ux, to
Armistead Mathews recorded among the aforementioned land records in
Liber 510 at Folio 362, and thence running with the remainder of the
5th line and the 6th, 7th, and 8th lines

1. South 11°30'00" West 30.00 feet to a stone on the North
edge of the Chesapeake and Ohio Canal, thence with the Canal
and the lands of the United States of America
2. North 72°00'00" West 709.50 feet, thence
3. North 71°30'00" West 635.25 feet, thence
4. North 69°45'00" West 793.65 feet to a stone, thence running
with a part of the 8th line reversed of a 140.00 Acre parcel
of land in the same conveyance to the Potomac Valley Turf Farm,
Inc. and described by metes and bounds in a conveyance from
Charles M. Williams, et ux, to Henry C. Gibson and recorded
among the aforementioned land records in Liber 274 at Folio 31
5. North 67°30'00" West 185.00 feet, thence leaving the Chesapeake
and Ohio Canal and the outlines of the whole tract and running
to include a part of the same
6. South 71°28'16" East 2,318.90 feet to the place of beginning.

RCV 9 1973

CONTAINS 1.54662 Acres of Land.

Beginning for the same at a point on the 8th line of the 140.00 Acre tract of land conveyed to the Potomac Valley Turf Farm, Inc., said point being 400.00 feet from the beginning thereof and running thence with the remainder of the 8th line reversed and the Chesapeake and Ohio Canal

1. North 67°30'00" West 400.00 feet, thence continuing with the North edge of the Canal and the lands of the United States of America and crossing the 350.3125 Acre parcel of land conveyed to the Potomac Valley Turf Farm and described by metes and bounds in a conveyance from Charles Wilson, Trustee, to Horatio Trundle and recorded among the land records of Montgomery County, Maryland in Liber B.S. 6 at Folio 136, the following four courses and distances:
 2. North 61°23'48" West 769.24 feet, thence
 3. North 59°35'48" West 1,402.93 feet, thence
 4. North 53°45'45" West 561.63 feet, thence
 5. North 51°04'00" West 976.65 feet to a point 76.72 feet from the end of the 20th line of the 350.3125 Acre tract, thence leaving the Canal and running with a part of the 20th line reversed
 6. North 21°30'00" East 30.00 feet, thence leaving the outlines of the whole tract and running to include a part of the same
 7. South 50°46'26" East 970.39 feet, thence
 8. South 55°12'39" East 578.38 feet, thence
 9. South 59°04'32" East 1,401.14 feet, thence
 10. South 62°13'36" East 1,161.75 feet to the place of beginning.
- CONTAINS 2.75286 Acres of Land.

The above described parcels, designated as Tract 28-104, Chesapeake and Ohio Canal National Historical Park, is part of the same land acquired by the Potomac Valley Turf Farm, Inc., from Hugh M. Beshers and Caroline N. Beshers, his wife, by deed dated May 5, 1964 and filed for record May 7, 1964 in Liber 3214 at Folio 606 in the records of Montgomery County, Maryland.

THIS IS TO CERTIFY that the within instrument has been prepared under the supervision of ROBERT R. TAYLOR an attorney duly admitted to practice before the Court of Appeals, of Maryland.

Julia T. O'Hara
Julia T. O'Hara



Certification is hereby made that the conveyance made by this deed is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the grantor herein.

Attest:

Ruth E. Wilmot
Ruth E. Wilmot, Secretary

Potomac Valley Turf Farm, Inc.
By William Wilmot
William Wilmot, President

THIS tract of land is acquired by the United States of America for the use of the United States Department of the Interior, National Park Service.

AND the Grantor does hereby release, remise and quitclaim all its right, title and interest in and to all that area of land located between the high watermark and low watermark of any navigable river or stream adjacent and adjoining to said land.

TOGETHER with all, every and singular the buildings and improvements thereon and all rights, hereditaments, easements and appurtenances, rights, alleys, ways, waters, watercourses, liberties, privileges, and any means of ingress and egress thereto belonging, or in anywise appertaining.

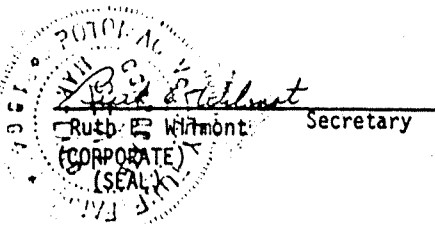
TO HAVE AND HOLD the above described tract, unto the United States of America and its assigns, in fee simple forever; SUBJECT, however, to existing easements for public roads, public highways, public utilities, railroads and pipelines.

Reserving unto the Grantor herein the right of access to the Potomac River, for the purposes of obtaining water for irrigation, in accordance with the terms, conditions, and specifications in Exhibit A, attached hereto and made a part hereof. Reserving unto the Grantor herein the right to use existing farm roads for the purposes of sod production.

AND the said Grantor warrants that the land herein conveyed is owned by it in fee simple, and is free from any mortgage, lien, judgment, or any other encumbrance whatsoever, and hereby agree to warrant and forever defend, all and singular, the title to the land herein and hereby conveyed to the United States of America, and its assigns against the claims of any and all persons whomsoever, and that said Grantor will execute such other and further assurances thereof as may be requisite.

AS WITNESS the due execution hereof by said body corporate by the hand of its Secretary and the corporate seal of said body corporate hereto affixed.

ATTEST:



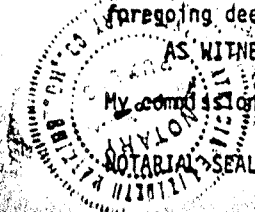
By: William Wilmont (SEAL)
William Wilmont President

STATE OF MARYLAND, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 15th day of April, 1976 before me, the subscriber, a Notary Public of the State of Maryland in and for Montgomery County, aforesaid, personally appeared William Wilmont-----
-----President and Ruth E. Wilmont
Secretary of Potomac Valley Turf Farm, Inc. and acknowledged that being authorized so to do, in their respective capacities acknowledged the within and foregoing deed to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

My commission expires July 1, 1978



Patricia Elizabeth Watkins
Notary Public
Patricia Elizabeth Watkins

EXHIBIT "A"

Specifications for Installing Pump Lines

Proposed suction lines for irrigation purposes for agricultural and sod fields belonging to William H. Wilmot, doing business as Potomac Valley Turf Farm, Inc. and Summit Hall Turf Farm. The proposed suction lines are to cross Tracts # 28-104 and 28-105 of the C&O Canal National Historical Park as shown on the enclosed diagram.

These requirements are for installing 10 inch suction lines for water intake from the Potomac River to the north side of the C&O Canal National Historical Park at three (3) locations. The pumps for these lines are to be placed outside of the boundary of the Park.

<u>Location</u>	<u>Approximate Distance from River to Pump</u>
Pump Station #1 (as presently placed)	300 Feet
Pump Station #2 This line is to be buried approximately 200 feet upstream (west) of culvert #39, or downstream (east)	300 Feet
Pump Station #3 This line is to be buried approximately 1700 feet downstream (east) of culvert #41 (just a few feet west of mile post 29).	400 Feet

The 10 inch suction lines will extend through the entire width of the canal prism at a depth not less than 3 feet under the canal bed. The grade will be determined from the barrel topside of the existing historic culverts. Therefore, the topside of the 10 inch suction line will be on equal grade with or deeper than the topside of the existing culvert barrels.

The suction lines may in some instances, at the toe of the existing slope on the river side of the towpath, enter and follow the existing stream bed to the river if preferred. The suction lines extending through the canal prism will not surface less than 50 feet beyond the topside of the berm bank. In each instance, the pipe and pump will be concealed in a manner so as not to be viewed from the towpath. A screen of native trees and/or shrubs will be suitable.

No quick type couplers are to be installed in the suction lines under the canal.

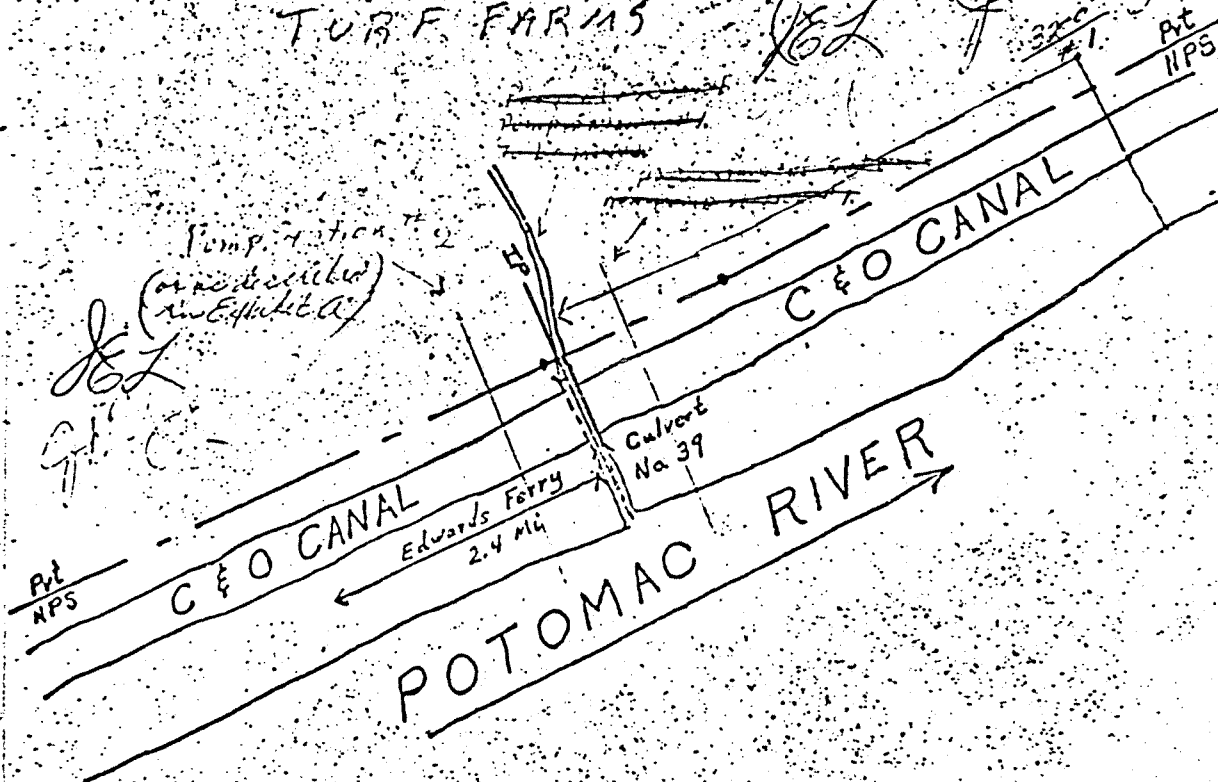
It will not be necessary to remove any large trees during the installation of the suction lines. The ditch line will be marked in advance so as to remove only small underbrush or dead trees for safety. Back fill in the ditch line will be placed in 6 inch layers and compacted through the entire length of the canal prism.

All work is to be supervised by a representative of the Superintendent, C&O Canal National Historical Park. Upon completion of the project, it will be inspected by the Superintendent or his representative to assure full compliance with the agreed terms of installation. Full acceptance will be made when all terms are met and are satisfactory.

EXHIBIT "A" Cont'd

Segments
28-102
28-103

POTOMAC VALLEY AND SUMMIT HALL
TURF FARMS



Segment
28-105

POTOMAC VALLEY
TURF FARM INC.

APP. SITE OF
PUPP STATION #3

CLOUGH

CULVERT #41
MILE POST 29.35

← APP. 1200 feet →

POTOMAC RIVER

JAN 13 1975

3-1-40184

At Test, in testimony certified to the
Collector of Taxes, Montgomery County,
Md. by James H. [Signature] Deputy of
Princess Anne County, Md. This
instrument is for the purpose of permitting
recognition and is not otherwise subject for
the reason given for prior period, nor does it
entirely satisfaction of outstanding tax sales.

REGISTER TO GOVERNMENTAL, RELIGIOUS,
OR CHARITABLE ORGANIZATION

James H. [Signature]

HEREBY CERTIFY THIS PROPERTY HAS BEEN
DULY TRANSFERRED ON THE MONTGOMERY
COUNTY ASSESSMENT BOOKS

X BALANCE # 55758
TRANSFER CLERK DIVISION OF ASSESSMENTS

WARRANTY DEED

From

Potomac Valley Turf Farm, Inc.

To

The United States of America

Commonwealth Land Title
Insurance Company
1828 L Street, N.W.
Washington, D. C. 20036

1044
105

950

LIBER 4650 FOLIO 453

Tract No 28-104

No 28-105

C.L.T.
Co 225

RELEASE

This release, made this 12 day of March, 1975, by and between, J. Hodge Smith, Surviving Trustee under a Deed of Trust dated May 5, 1964 and recorded May 7, 1964 in liber 3214, folio 611, Party of the First Part, and Potomac Valley Turf Farm, Inc., Party of the Second Part.

NOW WITNESSETH, in consideration of \$10.00 and other good and valuable considerations, the party of the first part hereby conveys and releases unto the party of the second part, the following described property from the effect of the above-mentioned Deed of Trust:

Beginning for the same at a point on the 5th line of the aforementioned 140.91 acre parcel of land conveyed to the Potomac Valley Turf Farm, Inc., said point being 250 feet from the end thereof, and running thence with a part of the 5th line,

1. South 11°30'00" West 220.00 feet, leaving the outlines of the whole tract and running with the 6th line reversed of Parcel 1
 2. North 71°28'16" West 2,318.90 feet to a point on the 8th line of the aforementioned 140.00 acre parcel, 185.00 feet from the end thereof, thence with a part of the 8th line reversed and the lands of the United States of America
 3. North 67°30'00" West 1,357.04 feet, thence leaving the lands of the United States of America and the whole tract and running with the 7th through 10th lines reversed of Parcel 11
 4. North 62°13'36" West 1,161.75 feet, thence
 5. North 59°04'42" West 1,401.14 feet, thence
 6. North 55°12'39" West 578.38 feet, thence
 7. North 50°46'26" West 970.39 feet to a point on the 20th line of the aforementioned 350.3125 acre parcel, 106.72 feet from the end thereof, thence with a part of the 20th line reversed
 8. North 21°30'00" East 255.00 feet to a point on the Chesapeake and Ohio Canal National Historical Park Boundary Line, thence leaving the outlines of the whole tract and running with the Park Boundary Line
 9. South 45°38'26" East 780.82 feet, thence
 10. South 56°24'31" East 1,608.63 feet, thence
 11. South 64°38'14" East 490.25 feet, thence
 12. South 65°40'59" East 2,987.00 feet, thence
 13. South 71°19' 43" East 1,895.99 feet to the place of beginning
- Containing 41.40588 acres of land, more or less

The above-described parcel, designed as Tract 28-105, Chesapeake and Ohio Canal National Historical Park, is part of the same land acquired by the Potomac Valley Turf Farm, Inc., from Hugh M. Beshers and Caroline N. Beshers, his wife, by deed dated May 5, 1964 and filed for record May 7, 1964 in liber 3214, folio 606, in the land records of Montgomery County, Maryland

PARCEL I

Beginning for the same at a point 30.00 feet from the end of the 5th line of a 140.91 Acre parcel of land conveyed by Hugh M. Beshers, et ux, to the Potomac Valley Turf Farm, Inc., by deed dated May 7, 1964 and recorded among the land records of Montgomery County, Maryland in liber 3214, folio 606, said 140.91 acre tract being described by metes and bounds in a conveyance from Charles M. Mathews, et ux, to Armistead Mathews recorded among the aforementioned land records in liber 510 at folio 362, and thence running with the remainder of the 5th line and the 6th, 7th and 8th lines,

CLERK'S OFFICE
MONTG. CO., MD.

1975 JUN 13 PM 1:05

PAID 5 33
13-75

CLK. CT. H.C.

REF -- ECK

1. South 11°30'00" West 30.00 feet to a stone on the North edge of the Chesapeake and Ohio Canal, thence with the Canal and the lands of the United States of America,
2. North 72°00'00" West 709.50 feet, thence
3. North 71°30'00" West 635.25 feet, thence
4. North 69°45'00" West 793.65 feet to a stone, thence running with a part of the 8th line reversed of a 140.00 acre parcel of land in the same conveyance to the Potomac Valley Turf Farm, Inc. and described by metes and bounds in a conveyance from Charles M. Williams, et ux, to Henry C. Gibson and recorded among the aforementioned land records in liber 274, at folio 31
5. North 67°30'00" West 185.00 feet, thence leaving the Chesapeake and Ohio Canal and the outlines of the whole tract and running to include a part of the same,
6. South 71°28'16" East 2,318.90 feet to the place of beginning, Contains 1.54662 acres of land

PARCEL II

Beginning for the same at a point on the 8th line of the 140.00 Acre tract of land conveyed to the Potomac Valley Turf Farm, Inc., said point being 400.00 feet from the beginning thereof and running thence with the remainder of the 8th line reversed and the Chesapeake and Ohio Canal

1. North 67°30'00" West 400.00 feet, thence continuing with the North edge of the Canal and the lands of the United States of America and crossing the 350.3125 acre parcel of land conveyed to the Potomac Valley Turf Farm and described by metes and bounds in a conveyance from Charles Wilson, Trustee to Horatio Trundle and recorded among the land records of Montgomery County, Maryland, in liber B.S. 6 at folio 136, the following four courses and distances:
2. North 61°23'48" West 769.24 feet, thence
3. North 59°35'48" West 1,402.93 feet, thence
4. North 53°45'45" West 561.63 feet, thence
5. North 51°04'00" West 976.65 feet to a point 76.72 feet from the end of the 20th line of the 350.3125 acre tract, thence leaving the Canal and running with a part of the 20th line reversed.
6. North 21°30'00" West 30.00 feet, thence leaving the outlines of the whole tract and running to include part of the same
7. South 50°46'26" East 970.39 feet, thence
8. South 55°12'39" East 578.38 feet, thence
9. South 59°04'32" East 1,401.14 feet, thence
10. South 62°13'36" East 1,161.75 feet to the place of beginning. Contains 2.75286 acres of land

The above-described parcels, designated as Tract 28-104, Chesapeake and Ohio Canal National Historical Park, is part of the same land acquired by the Potomac Valley Turf Farm, Inc., from Hugh M. Beshers and Caroline N. Beshers, his wife, by deed dated May 5, 1964 and filed for record May 7, 1964 in liber 3214, folio 606 in the records of Montgomery County, Maryland.

The indebtedness secured by said Deed of Trust being sufficiently reduced to warrant the execution of this release, as indicated by the note holders assent hereto.

Said Deed of Trust to remain in full force and effect as to all other remaining property described therein not heretofore released.

- 3 -

WITNESS our hands and seals.

J. Hodge Smith (SEAL)
J. Hodge Smith
Surviving Trustee

STATE OF
COUNTY OF VA to wit:

On this 12 day of March, 1975, before me, the undersigned officer, personally appeared J. Hodge Smith, known to be to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My Comm. Expires: 7/1/78

Clyde R. Winters
Notary Public
Clyde R. Winters

The undersigned, being the secured party in the Deed of Trust mentioned herein, hereby consents to the execution of this partial release.

Hugh M. Beshers
Hugh M. Beshers
Caroline N. Beshers
Caroline N. Beshers

JLW, JR./C
23/24/75

111.00

REL—ECK

CLK.C.T.M.C.

PAID 8 5 e 11
JUN 13-75

LIBER 4650 FOLIO 456

C.L.T

CO225

CLERK'S OFFICE
MONTG. CO., MD.

1975 JUN 13 PM 1:07

DEED OF PARTIAL RELEASE

WHEREAS, HUGH M. BESHES and CAROLINE N. BESHES, his wife did execute a certain deed of trust unto SUBURBAN TRUST COMPANY, Trustee, dated April 25, 1962, to secure to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA the payment of a note of even date with said deed of trust, in the sum of SIXTY THOUSAND AND 00/100 DOLLARS, (\$60,000.00) which deed of trust is recorded in Montgomery County, Maryland in Liber 2959, folio 303.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said undersigned Trustee, at the request of the Owner or Owners of the premises described in said deed of trust, and with the consent and at the direction of the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, testified to by its becoming a party to this deed and signing and sealing the same, and for valuable consideration unto it paid at the execution and delivery hereof, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the Owner or Owners thereof, the following described real property, being in the County of Montgomery and State of Maryland, to wit:

All those two certain tracts or parcels of land lying and situated in the Third Election District, County of Montgomery, Maryland, being more particularly described as follows:

PARCEL I

Beginning for the same at a point 30.00 feet from the end of the 5th line of a 140.91 Acre parcel of land conveyed by Hugh M. Beshes, et ux, to the Potomac Valley Turf Farm, Inc., by deed dated May 7, 1964 and recorded among the land records of Montgomery County, Maryland in liber 3214, folio 606, said 140.91 acre tract being described by metes and bounds in a conveyance from Charles M. Mathews, et ux, to Armistead Mathews recorded among the aforementioned land records in liber 510 at folio 362, and thence running with the remainder of the 5th line and the 6th, 7th and 8th lines.

1. South $11^{\circ}30'00''$ West 30.00 feet to a stone on the North edge of the Chesapeake and Ohio Canal, thence with the Canal and the lands of the United States of America

2. North 72°00'00" West 709.50 feet, thence
3. North 71°30'00" West 635.25 feet, thence
4. North 69°45'00" West 793.65 feet to a stone, thence running with a part of the 8th line reversed of a 140.00 acre parcel of land in the same conveyance to the Potomac Valley Turf Farm, Inc. and described by metes and bounds in a conveyance from Charles M. Williams, et ux, to Henry C. Gibson and recorded among the aforementioned land records in liber 274 at folio 31
5. North 67°30'00" West 185.00 feet, thence leaving the Chesapeake and Ohio Canal and the outlines of the whole tract and running to include a part of the same
6. South 71°28'16" East 2,318.90 feet to the place of beginning. Contains 1.54662 Acres of Land

PARCEL II

Beginning for the same at a point on the 8th line of the 140.00 Acre tract of land conveyed to the Potomac Valley Turf Farm, Inc., said point being 400.00 feet from the beginning thereof and running thence with the remainder of the 8th line reversed and the Chesapeake and Ohio Canal

1. North 67°30'00" West 400.00 feet, thence continuing with the North edge of the Canal and the lands of the United States of America and crossing the 350.3125 Acre parcel of land conveyed to the Potomac Valley Turf Farm and described by metes and bounds in a conveyance from Charles Wilson, Trustee, to Horatio Trundle and recorded among the land records of Montgomery County, Maryland in liber B.S. 6 at Folio 136, the following four courses and distances:
 2. North 61°23'48" West 769.24 feet, thence
 3. North 59°35'48" West 1,402.93 feet, thence
 4. North 53°45'45" West 561.63 feet, thence
 5. North 51°04'00" West 976.65 feet to a point 76.62 feet from the end of the 20th line of the 350.3125 Acre tract, thence leaving the Canal and running with a part of the 20th line reversed
 6. North 21°30'00" West 30.00 feet, thence leaving the outlines of the whole tract and running to include part of the same
 7. South 50°46'26" East 970.39 feet, thence
 8. South 55°12'39" East 578.38 feet, thence
 9. South 59°04'32" East 1,401.14 feet, thence
 10. South 62°13'36" East 1,161.75 feet to the place of beginning. Contains 2.75286 Acres of land.

The above-described parcels, designated as Tract 28-104, Chesapeake and Ohio Canal National Historical Park, is part of the same land acquired by the Potomac Valley Turf Farm, Inc., from Hugh M. Beshers and Caroline N. Beshers, his wife, by deed dated May 5, 1964 and filed for record May 7, 1964 in liber 3214, folio 606, in the records of Montgomery County, Maryland.

TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES unto the said Owner or Owners, forever freed, exonerated and discharged of and from the lien of said deed of trust and every part thereof.

JLW, JR. /cms
3/24/75

LIBER 4650 FOLIO 458

PROVIDED always, nevertheless, that nothing herein contained shall in anywise affect, alter or diminish the lien or encumbrance of the aforesaid deed of trust on the remaining part of the real property described in said deed of trust, or the remedies at law for recovering from the parties liable to pay the same the balance of said principal sum, with interest, secured by said deed of trust.

IN WITNESS WHEREOF, the said Trustee and the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA have caused these presents to be duly executed in manner and form sufficient to bind them as of this 20th day of May, 1975.

SUBURBAN TRUST COMPANY, Trustee

By: 

J. E. White, Sr. Trust Officer

Attest: 

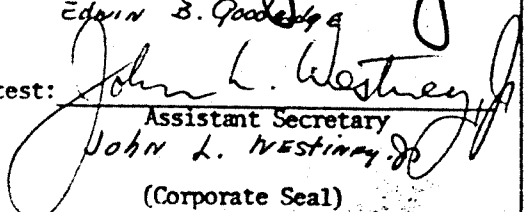
F. Edward Johnson, Trust Officer

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: 

Third Vice President

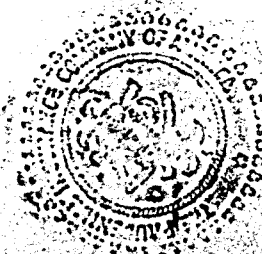
Edwin B. Goodridge

Attest: 

Assistant Secretary

John L. Westney

(Corporate Seal)



STATE OF *Maryland*
COUNTY OF *Montgomery*

On this the *2nd* day of *June*, 1975, before me,
Alice R. Smith, the undersigned officer, personally
appeared *J. E. White*, who acknowledged himself to
be the *Vice President* of Suburban Trust Company, a Maryland banking
corporation, and that he, as such *Vice President*, being authorized so to
do, executed the foregoing instrument for the purposes therein contained,
by signing the name of the corporation by himself as *Vice President*.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Alice R. Smith
Notary Public
ALICE R. SMITH
(Notary Seal)

My Commission expires: *7/1/75*

District of Columbia, ss:

On this the *20th* day of *MAY*, 1975, before me,
C. ELAINE GIBSON, the undersigned officer, personally
appeared Edwin B. Goodridge, who acknowledged himself to be a Third Vice
President of The Prudential Insurance Company of America, a New Jersey
corporation, and that he, as such Third Vice President, being authorized
so to do, executed the foregoing instrument for the purposes therein con-
tained, by signing the name of the corporation by himself as Third Vice
President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

C. Elaine Gibson
Notary Public
E. ELAINE GIBSON
(Notary Seal)

My Commission expires: *June 30, 1979*

JLN, JR. /clm
5/20/75

LIBER 4650 FOLIO 460

CLERK'S OFFICE
MONTG. CO., MD.

1975 JUN 13 PM 1:11

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT made this 20th day of May, 1975,
by SUBURBAN TRUST COMPANY, Trustee (hereinafter referred to as "Trustee"),

WHEREAS, Trustee is the trustee under a certain deed of trust
dated April 25, 1962, and recorded among the Land Records of Montgomery
County, Maryland, in Liber 2959, at folio 303 (hereinafter referred to as
the "Deed of Trust") from Hugh M. Beshers and Caroline N. Beshers, his
wife, as Trustor (hereinafter collectively referred to as "Trustor"),
wherein Trustor conveyed their fee simple estate in certain land and
premises and other property as more particularly therein described, to
secure payment of an indebtedness evidenced by a certain promissory note
dated of even date therewith (hereinafter referred to as the "Note")
executed and delivered by Trustor to The Prudential Insurance Company of
America (hereinafter referred to as "Prudential") payable to the order of
Prudential in the principal sum of SIXTY THOUSAND AND 00/100 DOLLARS
(\$60,000.00), which Note and Deed of Trust are now held and owned by
Prudential; and

WHEREAS, the present record owner of the real property secured
by the Deed of Trust is Potomac Valley Turf Farm, Inc. (hereinafter
referred to as "Potomac"); and

WHEREAS, Potomac, as Grantor, has by its Scenic Easement Deed
dated the 15th day of April, 1975, and recorded among the aforesaid Land
Records in Liber 4638, at folio 698 (hereinafter referred to as the
"Easement") granted and conveyed unto the United States of America, as
Grantee, certain rights, privileges and easements more particularly
mentioned and described in the Easement and reference to which is hereby
expressly made as if set out in full herein; and

12.00
C.L.T.
20 960
ECK
AGR
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LIBER 4650 FOLIO 461

WHEREAS, the Deed of Trust constitutes a lien, among other lands, on a portion or portions of the premises upon, across and under which the aforesaid rights, privileges and easements have been granted and conveyed by the Easement; and

WHEREAS, Prudential has been requested to approve the Easement and to agree that the rights, privileges and easements granted and conveyed therein shall not be discharged by the foreclosure of the Deed of Trust, and Prudential is willing to comply with said request.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Trustee, for itself and its successors, and with the approval and at the direction of Prudential, does hereby approve the Easement wherein Potomac, as Grantor, has conveyed unto the United States of America, as Grantee, said rights, privileges and easements more particularly mentioned and described therein, and Trustee, for itself and its successors, does also hereby agree without any further action or authority being required for same from Trustee or its successors, that the rights, privileges, and easements granted and conveyed unto the United States of America in the Easement shall not be discharged by the foreclosure of the Deed of Trust.

IN WITNESS WHEREOF, the Trustee has duly executed this Agreement in manner and form sufficient to bind it as of the date and year first above written.

SUBURBAN TRUST COMPANY Trustee

By: 

J. Edward Johnson, Sr.

Attest: 

F. Edward Johnson, Jr.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Trustor of the

Note secured by the Deed of Trust herein referred to, authorizes and

JLN, JR./cms
3/25/75

LIBER 4650 FOLIO 462

directs said Trustee to execute this Recognition Agreement.

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

JW

By Edwin B. Goodridge
Edwin B. Goodridge
General Manager
Real Estate Investments



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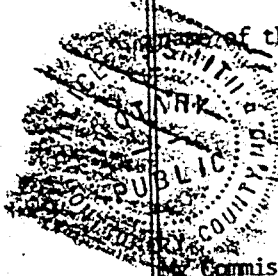
LIBER 4650 FOLIO 463

STATE OF MARYLAND

COUNTY OF *Montgomery*

On this the *2nd* day of *June*, 1975, before me
Alice H. Smith, the undersigned officer, personally
appeared *F. E. White*, who acknowledged himself
to be the Vice President of *Suburban Trust Company*, a corporation, and
that he, as such Vice President, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the
same as Vice President of the corporation by himself as Vice President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Alice H. Smith
Notary Public
Alice H. Smith

Commission expires: *7/1/78*