3564 266

Easement

D E E D

THIS INDENTURE, made the 14 day of February, in the year of Our Lord, One Thousand Nine Hundred and Sixty-Eight, between the Alice Ferguson Foundation, Inc., a Maryland Corporation, hereinafter referred to as Grantor and the UNITED STATES OF AMERICA, hereinafter referred to as the Grantee.

WITNESSETH:

WHEREAS, an agreement between the Secretary of the Interior and the Alice Ferguson Foundation, Inc., signed on the 21st day of May, 1963, provides that the Alice Ferguson Foundation, Inc., will, upon certification in writing that the Secretary of the Interior has acquired sufficient lands to preserve the principal overview from Mount Vernon and Fort Washington, convey to the United States the lands described herein; and

WHEREAS, the Alice Ferguson Foundation, Inc., holds the land described below subject to certain conditions and restrictions of use which are described in the land records of Prince George's County, Maryland, in Liber 2687 at Folio 1; and

WHEREAS, the said agreement of May 21, 1963, recognizes that the property is subject to an agreement as to land use attached to said contract as Exhibit A thereof; and

WHEREAS, the said Exhibit A to the agreement of May 21, 1963, restricts "all future use of said land and premises to such use or uses which will maintain the present pastoral, open and wooded condition of the land and which will be consistent with the charitable and educational purposes of the Foundation"; and

RECORDED
MARRIOTT WEBB
CLERK
CIRCUIT COURT

Feb 15 2 36 PM '68

PISCATAWAY PARK

D. 167

WHEREAS, the Secretary of the Interior has now certified that he has acquired sufficient lands to preserve the principal overview from Mount Vernon and Fort Washington;

NOW THEREFORE, for and in consideration of the premises, and subject to the conditions hereinafter stated, the said Grantor hereby grants, bargains, sells and conveys unto the Grantee and its assigns all the following property situate in the Fifth Election District, Prince George's County, Maryland, more particularly bounded and described as follows:

Beginning at a 24-Inch Cherry Tree at a fence corner at the easternmost corner of the land conveyed to Dr. O. E. Howe Home for Unfortunate Girls (Liber 2044, Folio 368); thence running with the easterly line of said land.

North 18° 16' 26" West 1683.54 feet (passing over a Stone found 37.0 feet from the end of this line) to a point in the easterly approximate high waterline of the Potomac River; thence running with said approximate high waterline

North 35° 12' 40" East 40.41 feet;
North 32° 10' 52" East 274.17 feet;
North 32° 09' 10" East 993.92 feet; and
North 35° 53' 50" East 134.61 feet; to the northwest corner of the land of the United States of America (formerly Henry Claget); thence running with the westerly line of said land;

South 27° 59' 49" East 3120.56 feet; and
South 13° 15' 17" East 50.92 feet; thence running through the land of which the herein described parcel is a part;
South 76° 38' 28" West 1404.89 feet to an iron pipe, a corner of the land of The Moyaone Company, Inc.; thence with said land

South 66° 33' 48" West 244.38 feet; and
North 18° 05' 26" West 433.95 feet to the point of beginning, containing 85.4065 acres, being part of the land conveyed to Alice L. L. Ferguson in Liber 178, Folio 241, lying in the Fifth Election District, Prince George's County, Maryland.

FURTHER IN CONSIDERATION, of the premises above stated, the Grantor hereby releases and quitclaims to the Grantee and its assigns all right, title and interest of the Grantor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

SUBJECT, FURTHER, to the conditions and restrictions set out in the agreement between the Alice Ferguson Foundation, Inc. and Henry Ferguson, dated May 31, 1960, and recorded in the land records of Prince George's County, Maryland, in Liber 2687 at Folio 1.

SUBJECT, FURTHER, to the provisions set out in the agreement between the Secretary of the Interior and the Alice Ferguson Foundation, Inc., dated May 21, 1963, and attached hereto and made a part hereof.

PROVIDING FURTHER, HOWEVER, that this conveyance is subject to the following terms and conditions:

In the event that the Grantee does not, within a period of five years from the date of the execution hereof, establish a park in accordance with the Joint Resolution of October 4, 1961, referred to in the agreement of May 21, 1963, then title to the land conveyed by the Grantor to the Grantee shall immediately revert to and revest in the Grantor, or to any successor thereof, without further action on its part.

TO HAVE AND TO HOLD the said land together with all and singular the rights and privileges thereto belonging unto the said Grantee and its assigns to the only proper use, benefit and behoof of the Grantee and its assigns forever.

AND the said Grantor covenants and agrees with the Grantee and its assigns that it, the said Grantor, for itself, its successors and assigns, shall and will warrant generally and forever defend the above land with all and singular the rights and privileges belonging unto the said Grantee and its assigns against the Grantor and against every other person or persons lawfully claiming or who shall hereafter claim any part thereof.

This deed is made under and by virtue of a Resolution of the Board of Directors of The Alice Ferguson Foundation, Inc., the said Grantor, duly passed at a regular meeting thereof legally called and held the 11 day of February, A.D., 1963, a full quorum being present, authorizing and directing the same to be made and done.

IN WITNESS WHEREOF, The Alice Ferguson Foundation, Inc., the said Grantor, has caused its common and corporate seal to be affixed to these presents, by the hand of its President, and the same to be duly attested by its Secretary, the day and year first above written.

THE ALICE FERGUSON FOUNDATION, INC.

By: William James Harris, Jr.
President

ATTEST

By: Thelma C. Raymond
Secretary

State of Maryland

County of Prince George's

On this the 14 day of Dec, 1968, before me, [illegible], the undersigned officer, personally appeared William James Harris, Jr., who acknowledged himself to be the President of the Alice Ferguson Foundation, a corporation, and that he, as such 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 President, Alice Ferguson Foundation.

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

[illegible]
Notary Public

My commission expires July 1, 69.

(91)

DEED OF SCENIC EASEMENT

THIS SCENIC EASEMENT DEED, made this 20th day of March, 1965, by and between the Alice Ferguson Foundation, Inc. (herein called "the Foundation), a Maryland corporation, and Henry G. Ferguson, parties of the first part, and the United States of America, party of the second part.

WITNESSETH:

WHEREAS, the Act of October 4, 1961 (Public Law 87-362), enacted for the preservation and protection of certain lands in Prince Georges and Charles Counties, Maryland, and for other purposes, authorizes the Secretary of the Interior to acquire scenic easements by donation or other appropriate means and to enter into agreements and covenants with property owners and others for the preservation of the scenic values of the area described in the said Act; and

WHEREAS, the Foundation is the owner of a remainder interest in certain real property, as more particularly hereinafter described, said interest subject only to a life estate in Henry G. Ferguson, one of the parties named herein, hereinafter described, situated in Prince Georges County, Maryland, included within the area covered by the said Act of October 4, 1961, and over which the Secretary of the Interior has determined it to be necessary to acquire a scenic easement in order to assure uniform application of scenic control over the area covered by the said Act of October 4, 1961:

NOW, THEREFORE, for and in consideration of the foregoing and of the desire of the parties of the first part to assure preservation of their lands and of others in the vicinity affecting their lands, the parties of the first part, do hereby grant and convey, in perpetuity, subject to the conditions hereinafter set forth, unto the United States of America and its assigns an easement, interest, and scenic easement in said real property interests of the parties of the first part, of the nature and character and to the extent hereinafter expressed to be and to constitute a servitude upon said real property of the parties of the first part, and to that end and for the purpose of accomplishing the intent of the parties hereto, said parties of the first part covenant on behalf of themselves, their heirs, successors, and assigns, with the United States of America and its assigns to do and refrain from doing, severally and collectively, upon the said lands of the parties of the first part, the various acts hereinafter

PISCATAWAY PARK 1 1 D.156

mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said lands are and will be for the benefit of the United States of America through the preservation for the benefit of present and future generations of the historic and scenic values of lands comprising the principal overview from Mount Vernon and from Fort Washington, in accordance with the said Act of October 4, 1961.

This Scenic Easement Deed does not alter, affect, or change in any way the Agreement made by and between the United States of America and the Alice Ferguson Foundation, Inc., entered into on May 2?, 1963.

The restrictions hereby imposed upon the use of said lands of the parties of the first part, and the acts which said parties of the first part so covenant to do and refrain from doing upon their said lands in connection therewith, are and shall be as follows:

RECORDED IN LIBER [illegible]

1. No trailer shall be used on the lands as a substitute for a residential building or other structure except on a temporary basis, not to exceed one year.

2. The lands shall not be used as a site for any of the following: airports, hotels, taverns, dance halls, apartment houses, flats, boarding houses, cemeteries (except private burials in Hard Bargain memorial garden), bowling alleys, golf courses, hospitals, churches, sand, gravel, or clay pits, sawmills, skeet or golf driving ranges, commercial swimming pools, tourist homes or cabins, trailer camps, commercial entertainment centers (except existing amphitheater activities and other community social activities as desired by the Foundation), dumps, junk yards, commercial greenhouses as such will not be allowed; however, a greenhouse may be built at a later date in connection with the Foundation's demonstration gardens; providing the location and type of building has the written approval of the Secretary of the Interior or his authorized representative prior to construction. Nothing herein, however, shall be deemed to prohibit the use of residential dwellings for purposes which can be and are in fact conducted therein without alteration of the dwelling.

3. The land shall not be used as a site for any major public utilities installations such as electric generating plants, electric power substations, high tension electric power transmission lines, gas generating plants, gas storage tanks, water storage tanks or reservoirs, sewage treatment plants, microwave relay stations, or telephone exchanges. Nothing herein shall, however, be deemed to prevent the construction or maintenance on, over, or under the lands of facilities usual to a residential neighborhood such as telephone and electric lines and water mains.

4. No advertising signs or billboards shall be displayed or placed upon the land, with the exception of professional name plates and signs not larger than two square feet advertising home occupations or products or the sale or lease of the land, except that the Foundation may erect larger signs in connection with its projects. Any such excepted sign will be of rustic design patterned generally after the type of signs used in National Parks. Scaled drawings graphically portraying the design and specifications showing wording materials and colors of each proposed sign shall be submitted to the Secretary of the Interior or his authorized representative for written approval prior to the erection of any sign larger than two square feet.

5. Any lands conveyed shall not be used for any professional or commercial activities except such as can be and are in fact conducted from a residential dwelling without alteration of the dwelling, except that the remaining land and any necessary buildings may continue to be used in the pursuit of the Foundation's scientific, educational, community and agricultural activities.

6. No mining or industrial activity shall be conducted on the lands.

7. No part of any of the lands is to be conveyed or leased in lots smaller than five acres, or otherwise divided into lots smaller than five acres, except that this restriction shall not apply to the cottage now leased to the Prince Georges County Board of Education.

8. No building shall be erected, altered, placed or permitted to be built or remain on the said lands, except (1) That on each five-acre parcel thereof there is permitted to be one detached single dwelling and such guest house, garage, stable or other outbuildings which may be required for the need of the owner or occupant of such residence; and (2) that the Foundation may erect such buildings as are required in connection with its major educational and community interests and existing farm buildings may remain or new farm buildings may be erected if required to further the Foundation's educational and agricultural program; providing the location and type of the new buildings have the written approval of the Secretary of the Interior or his authorized representative prior to construction. In no case is any building to be constructed on the lands described herein which, when completed, is to be used for any of the purposes which are expressly prohibited in this instrument.

9. No tree larger than six inches in diameter and thirty feet in height shall be cut down without the written permission of the Secretary of the Interior or his authorized representative.

Plans for the removal of trees for the clearing of homesites shall be submitted to the Secretary of the Interior or his designated representative for approval. In passing upon such plans the said Secretary or his designated representative shall take into consideration not only the needs of the landowner but also the extent of clearing around similar homesites in the vicinity.

J B Edmondson
to Alice Ferguson Foundation

Permission need not be obtained for the removal of trees by or upon advice of the appropriate utility company or other organization for the purpose of protecting utility lines or water or sewer mains. Likewise, permission need not be obtained for the removal of dead, diseased, or injured trees when such removal is necessary for reasons of safety.

10. No dump of ashes, trash or any unsightly offensive material shall be placed upon the land, except that in eroding areas of a drainage system where surface water runoff is destroying the natural ground cover, suitable heavy fill may be so placed as to control and prevent further erosion provided said fill is covered by arable soil or humus.

11. The Foundation reserves the right to request exceptions or waivers to any of the expressly prohibited restrictions of this instrument which may limit the Foundation in the pursuit of its educational, charitable and scientific programs. Approval of a requested action shall be deemed to have been granted if the Secretary of the Interior or his designated representative has not responded to a written request within thirty days.

It is understood and agreed that the imposition of the covenants and restrictions set forth herein are in no way intended to nullify, supersede, or amend any covenants or restrictions which have heretofore or which may hereafter be placed upon said lands.

It is also understood and agreed that the authority of the Secretary of the Interior in passing upon homesite clearing shall be used to prevent clearing that would materially affect the natural wooded appearance of the area, but that the authority shall not operate to deny the owner a suitable clearing or clearings totaling about one acre on each five-acre tract for a house, lawn, garden and other such approved uses.

The lands of the parties of the first part, herein referred to and to which the provisions of this instrument apply, are situated in the County of Prince Georges, State of Maryland, and are more particularly described as follows:

The Alice Ferguson Foundation, Inc. (hereinafter called the Foundation) and Henry G. Ferguson, parties of the first part, convey a scenic easement deed to the United States of America on that part of the following lands lying south of the fifty-foot contour, which is the proposed Piscataway Park boundary.

WHEREAS:

A. The Foundation presently owns a remainder interest in certain land and premises, the legal description of which is set forth below and the statements and agreements contained herein shall be deemed to be made with respect to its interest in said land and premises.

B. Henry G. Ferguson presently retains a life estate in the said land, and the statements and agreements contained herein shall be made with respect to his interest in said land and premises.

The land and premises is situated in the State of Maryland, County of Prince Georges, and is known and distinguished as

PARCEL I:

All that certain tract of land and premises situated in Piscataway, District of Prince Georges County in the State of Maryland, more particularly described in a partition survey made by Edward L. Latimer in March, 1919, as follows:

Beginning for the same at a walnut tree on the East side of Accokeek Branch near where said branch empties into the Potomac River and running with Doctor Howe's land

(1) South 11° 30' East 930 and 7/10 feet to a dead white oak tree;

(2) South 11° 50' East 1063 and 1/10 feet;

(3) South 11° 35' East 1112 and 3/10 feet to a stake at the roots of a sycamore tree; then with the east side of the Bryan's Point-Accokeek Road;

(4) South 37° 19' East 643 and 8/10 feet to the south side of said road;

5

(5) South 74° 42: East 1429 feet with a line of "Bond's Retreat", then running four lines to divide said property from John Clagett's part (later Henry Clagett's);

(6) North 8° 21: West 807 and 9/10 feet to a cedar tree;

(7) North 12° 11: West 399 and 2/10 feet to a locust tree;

(8) North 6° 42: West 633 and 7/10 feet;

(9) North 21° 40: West 3155 feet to the Potomac River passing over a gate post at 1265 feet on said line; thence with the Potomac River;

(10) South 42° 25: West 290 and 1/10 feet;

(11) South 35° 56: West 900 feet;

(12) South 44° 19: West 247 and 7/10 feet;

(13) South 11° 30: East 73 and 4/10 feet to the beginning; containing 136.39 acres of land more or less.

Being property conveyed to Alice L. L. Ferguson by Harry K. Bliss and wife, by deed dated January 5, 1922 and recorded in Liber 178 at folio 241, among the Land Records of Prince Georges County, Maryland, which is presently recorded in Liber 2669, folio 313, Hard Bargain, as conveyed to the Alice Ferguson Foundation, Inc.

PARCEL II:

All that piece or parcel of land or ground situated, lying and being in Piscataway District, Prince Georges County in the State of Maryland and being described as follows, to wit: Beginning for the same at a stake on the North side of the Accokeek Bryan's Point Road at the Southeast corner of the land now owned by Mrs. Alice L. L. Ferguson and running with an outline of the same North 6° 08: West 500 feet to a stone, thence South 42° 45: East 431 feet to a stone, thence South 1° 30: East 288 feet to a stone on the North side of the aforesaid road, then along the same North 72° 20: West 330 feet to the place of beginning containing .29 acres.

Being property conveyed to Alice L. L. Ferguson by Henry H. Clagett and wife by deed dated January 12, 1931 and recorded in Liber 363 at folio 411, &c. on the Land Records of Prince Georges County, Maryland, and presently recorded in Liber 2669, folio 313, as conveyed to the Alice Ferguson Foundation, Inc.

PARCEL III:

The residue of the property conveyed to Alice L. L. Ferguson by one Doyle by deed recorded in Liber 781 at folio 16, among the aforesaid Land Records, being all of said property not heretofore conveyed of record, and being part of "Bond's Retreat."

TOGETHER with the following:

(A) Part of parcel #28 of "Bond's Retreat" containing 0.024 acres

(B) Part of "Hard Bargain" adjoining parcel #28 containing 0.024 acres

(C) 0.8 acres

(D) Parcel #2 containing 0.2085 acres

(E) All of that part of parcel #34 not conveyed to Esther Aberdeen Holm containing 29.187 acres more or less

All of the above land is recorded in Liber 2669 at folio 313, among the Land Records of Prince Georges County, Maryland

TOGETHER with all and singular the ways, easements, rights, privileges, and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however of the said parties, of, in, to, or out of the said land and premises.

It is the intention of the parties of the first part to convey a scenic easement, and of the United States of America to acquire a scenic easement, covering all of the real property of the parties of the first part within the scenic easement area as designated in Section 2(c) of the said Act of October 4, 1961 (Public Law 87-362), for the proposed Piscataway Park.

Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the lands described herein which was in existence at the time of the recordation of this instrument in the county land records.

It is understood and agreed that the parties of the first part or their successors in interest to the lands described herein shall not be required to pay an admission fee to the park area authorized by the aforesaid Act of October 4, 1961.

The easement and rights herein granted shall forthwith terminate and be of no further force and effect should any one or more of the following events occur and should the parties of the first part or their successors in interest to the land described herein register with the Secretary of the Interior a notice in writing that they no longer desire to have the lands described herein encumbered by the easement and rights herein contained:

(a) Should the United States fail to obtain scenic easements over a substantial proportion of the tracts in the area described in Section 2(c) of the aforesaid Act of October 4, 1961, within five years from the date of this deed;

(b) Should the United States fail to acquire a fee simple or lesser interest in substantially all of the lands described in Section 2(b) of the said Act, other than improved residential property as that term is used in the Act, within five years from the date of this deed;

(c) Should the United States use or permit the use or fail to prevent the use of any of the lands described in Section 2(b) of the said Act for any purpose or act prohibited on the lands described herein by the covenants and restrictions contained in this deed;

(d) Should the United States sell, transfer, or in any way relinquish control of all or any part of the lands described in Section 2(b) of the said Act of Congress.

The easement and rights herein granted shall, likewise, terminate in the event it is determined by the Secretary of the Interior by means of a document published in the Federal Register that it has not been possible to accomplish the preservation objectives of the said Act of October 4, 1961.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on the day and year first above written.

THE ALICE FERGUSON FOUNDATION, INC.

By George B. Wareham (Seal)
President

HENRY G. FERGUSON

Henry G. Ferguson (Seal)

I, Thelma Gasparonic, certify that I am the Secretary of the Alice Ferguson Foundation, Inc., named as party herein; that George B. Wareham (George B. Wareham), who signed this scenic easement deed on behalf of the corporation was then President of said corporation; that said scenic easement deed was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Thelma Gasparonic
Secretary

WITNESSES:
Signed, sealed, and delivered in the presence of

Jeanny Clayette
Ro To Bebb

State of Maryland
County of Prince } ss

On this the 20 day of March, 1965, before me personally appeared George B. Wareham (George B. Wareham), to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My Commission expires May 1965

Jeanny Clayette
(Notary Public)

242 RV.2

3123 455

WITNESSES:
Signed, sealed, and delivered
in the presence of

[illegible]

[illegible]

State of Maryland
County of [illegible] } ss

On this the 30 day of March, 1963, before me personally appeared Henry J. Ferguson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[illegible]

[illegible]
(Notary Public)

9

Oct. 1969

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This permit c

of 13

PERMIT NO.	EXPIR
6:830:99	2/2
PREVIOUS PERMIT NO.	
-	

SPECIAL USE PERMIT

East National Capital Parks

Alice Ferguson Foundation, Inc., of ~~Route 1, Box 665~~ c/o William J. Harris, Jr., President, Accokeek, Md. 20607 is hereby autho during the period from February 22, 1968, to February 21, 19 to use the following-described land in the above-named area:

That portion of lands covered by the Agreement dated May 21, 1963, between the Alice Ferguson Foundation and the United States of America and as shown on the attached map Numbered NCP 117.4-136-1 dated August 14, 1962, Exhibit "C".

for the purpose of

carrying out the provisions of paragraph (3) of the attached Agreement dated May 21, 1963, Exhibit "B".

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the U States of the sum of No fee Dollars ($ in advance (Monthly, semiannually, etc.), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payab the National Park Service, or Cash.

Issued at Washington, D.C. (City), this 15 day of February, 19

Grover C. Steele
Superintenc

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES	*PERMITTEE (Signature)
NAME Richard L Stanton	NAME Wm J Harris, Jr, President
ADDRESS Chief WSC OLW	ADDRESS Alice Ferguson Foundation, Accokeek,
NAME Sherman W. Simmons	NAME
ADDRESS Asst. Chief WSC-OLW	ADDRESS

APPROVED: (If approval is required by higher authority)

NAME	TITLE	DATE

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "members of firm"; for corporation, the officer authorized to contracts, etc., should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

Distribution—Field Finance Office.

Page