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DEED

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THIS DEED, made this 19th day of Feb 1963

by and between The Piscataway Company, Inc.
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, author-
izes 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 parties of the first part are the owners
in fee of certain real property, hereinafter described, situate in
Charles 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 preserva-
tion 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 estate, interest, and scenic ease-
ment in said real property 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,

mailed to: Nat'l Capital Region
9/26/63 1100 Ohio Dr.
Wash 25, D.C.

severally and collectively, upon the said lands of the parties of the first part, the various acts hereinafter 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.

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:

1. The lands 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.
2. 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.
3. 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, schools, nurseries, golf courses, hospitals, churches, sand, gravel, or clay pits, sawmills, skeet or golf driving ranges, commercial swimming pools, tourist homes or cabins, trailer camps, entertainment centers, dumps, junk yards, greenhouses not attached to dwellings. 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.
4. 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.
5. 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 lands.

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

7. No part of any of the lands is to be sold or leased in lots smaller than five acres.

8. No building shall be erected, altered, placed or permitted to be built or remain on the said lands, except 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. In the event the lands described in this instrument are less than five acres in area, the provisions of the preceding sentence shall apply as if the land were exactly five acres in area. 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.

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. 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.

11. 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.

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 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 a half 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, hereinabove referred to and to which the provisions of this instrument apply, are situated in the County of Charles, State of Maryland, and are more particularly described as follows:

Fifteen parcels of land, specifically Parcel Numbers 2, 3, 6, 12, 14, 15, 16, 18, 19, 20, 22, 26, 28, 30, and 37 of the tract in Charles County, Maryland which is known as Poplar Hill as per plat thereof recorded in plat book 7 at page 99 among land records of Charles County Maryland.

Other lands of the parties of the first part on which scenic easements are granted to the United States by a separate deed on this date are situated in the County of Prince Georges, State of Maryland, and are more particularly listed and described below, and they together with the lands situated in Charles County ~~County~~ listed and described above constitute the twenty tracts listed herein on which such easements have been granted by the parties of the first part to the United States:

One parcel of land containing 5.3999 acres known as Tract 22 of Apple Valley, bounded thus: Beginning at an iron pipe at the north east corner of Tract 22, Apple Vally (Book 1754, Page 51) 5th. Election District, Prince Georges County, Maryland, and running S 32 deg. 24 min. 10 sec. W 632.36 ft., thence with the center line of a 50 ft. easement N 48 deg. 48 min. W 329.64 ft., thence with William Sanford's line (Book 690, Page 426) N 7 deg. 36 min. 10 sec. E 400.0 ft. to an iron pipe, thence with Tract 15 N 82 deg. 39 min. E 329.12 ft., thence S 59 deg. 35 min. 30 sec. E 240.67 ft. to the point of beginning.

One parcel of land containing 5.111 acres known as Tract 10 of Cactus Hill III, being part of the property situated in Prince Georges County described in a deed from Frances P. Bolton to the Piscataway Company, Inc., and recorded at Liber 2239, Folio 351.

Three parcels of land known as Tracts 2, 4, and 8 of Cactus Hill IV, being part of the property situated in Prince Georges County described in a deed from Frances P. Bolton to the Piscataway Company, Inc., and recorded at Liber 2239, Folio 351.

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;

(e) Should the United States decide or determine that such easements shall not be accepted, recorded within a reasonable time and enforced on each and all of the tracts listed herein on which such easements have been granted by the party of the first part to the United States and should prompt and effective action not be taken by the United States to reverse any such an adverse determination or decision in regard to accepting, recording and enforcing such scenic easements on each and all of said tracts listed herein.

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 party of the first part has caused this deed to be executed by its proper officers thereunto duly authorized, and its seal to be thereunto affixed this 19th day of February 1963.

The Piscataway Company, Inc.

By: William J. Finney
President

(SEAL)

Attest:

Gerald A. Cousino
Secretary

State of Maryland
P.O. Georges
County of ~~Charles~~

Personally appeared before me William J. Finney to me known to be the President of the above named Corporation, who signed the foregoing in my presence and acknowledged the same to be his voluntary act and deed.

Henry D. Sawinski
Notary Public

NOTARIAL SEAL