

CONSERVATION EASEMENT DEED OF GIFT

THIS IS A DEED of a Scenic, Open Space and Architectural Facade Easement, made on the 30<sup>th</sup> day of September, 2003 by Anthony P. Browne ("Grantor," the term being used collectively if there is more than one owner of the Property) to The L'Enfant Trust ("Grantee").

I.

A. The Grantee is a District of Columbia non-profit corporation chartered to promote a public aesthetic in land use planning, including the preservation of historically important properties, and is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code.

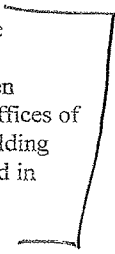
B. The Grantee is authorized to accept and administer gifts of real and personal property, including easements for conservation purposes, in furtherance of its public purposes.

C. The Grantor is the owner in fee simple of improved real property, identified as 1735 Fraser Court NW, Washington, DC 20009 (STREET ADDRESS) and fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. The Property constitutes an important element in the architectural ensemble of the Historic District in which it is located and the grant of the easement as set forth in this instrument will, *inter alia*, assist in preserving an historically important land area or a certified historic structure and in preserving open space for the scenic enjoyment of the general public.

E. Grantor desires to grant to the Grantee, and the Grantee desires to accept a scenic, open space and architectural facade easement on the Property, exclusively for conservation purposes.

F. The term "Facade" as used herein consists of all exterior surfaces of the improvements on the Property, including all walls, roofs, and chimneys (the existing improvements at the Property hereinafter sometimes referred to as the "Building"). Written descriptions and photographs of the Facade are "Exhibit B" hereto and are on file at the offices of the Grantee but are not appended hereto. It is the intent of the parties that the Facade, Building and Property (except for minor changes in landscaping) remain essentially unchanged, and in case of ambiguity, the photographs and descriptions constituting Exhibit B shall control.



II.

The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD

an easement in gross, in perpetuity, in, on, and to the Property, the Building and the Façade, being a scenic, open space and architectural facade easement on the Property, with the following rights:

A. Without the express written consent of the Grantee, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of the Grantee, the Grantor will not undertake nor suffer nor permit to be undertaken:

1. Any alteration, construction or remodeling of existing improvements on the Property, or the placement thereon or on the Building of signs or markers, which would materially alter or change the appearance of the Façade;

2. the exterior extension of existing improvements on the Property or the erection of any new or additional improvements on the Property or in the open space above or surrounding the existing improvements except for, subject to the consent of the Grantee which consent will not be unreasonably withheld, the erection of new improvements, including an architecturally consistent Façade, to replace existing improvements which have been wholly or partially destroyed (e.g., by fire); or

3. the painting or cleaning of the Façade in a manner incompatible with the protection and preservation of the Façade; provided, however, that the maintenance, reconstruction, repair and refinishing of presently existing elements of the Façade, damage to which has resulted from casualty loss, destruction or deterioration, is permitted so long as it is conducted in a manner which will maintain or recreate the essential appearance of the Façade as it exists at this date or as it existed at the time the improvements were first constructed; and provided, further, that dignified signs or markers may be placed on the Façade without consent of the Grantee so long as they (i) indicate no more than the street address and occupants of the premises; or (ii) are necessary to direct pedestrians or vehicular traffic; or (iii) commemorate the history of the Property or the grant of this easement.

B. The Grantor further undertakes periodically to clean the Façade, to keep the Grantee's marker polished and visible from the street, and to maintain the Property, Building and Façade in good repair and condition at all times.

C. Grantor agrees that any rehabilitation work or new construction work on the Façade, whether or not Grantee has given consent to undertake the same, will comply with the requirements of all applicable federal, state and local governmental laws and regulations. Without limiting the foregoing, Grantor's attention is directed to the Secretary of the Interior's Standards for Rehabilitating Historic Buildings, presently codified at 36 Code of Federal Regulations Part 67, and to the District of Columbia Landmarks Preservation Ordinance.

### III.

The Grantee, in order to ensure the effective enforcement of this easement shall have, and the Grantor hereby grants it, the following rights:

1. at reasonable times and upon reasonable notice, the right to enter upon and inspect the Facade and any improvement thereon, but not including the inside of the Building;
2. the right (a) to place a marker on the Facade providing historical information and/or indicating the Grantee's ownership of this easement, and (b) to keep such marker clean and visible from the street;
3. in the event of a violation of this easement and upon reasonable notice to the Grantor:
  - (a) the right to institute legal proceedings to enjoin such violation by temporary, and/or permanent injunction, to require the restoration of the Property or the improvements thereon, including the Facade and open space, to its prior condition, to collect damages, to be reimbursed by Grantor for all reasonable costs and attorneys fees, and to avail itself of all other legal and equitable remedies, including the right to seek to place a lien against the property to secure payment of any of the monetary obligations of the Grantor;
  - (b) the right (i) to enter upon the Property and improvements thereon in order to correct such violation and (ii) to hold Grantor responsible for the cost thereof.

#### IV.

A. This easement is binding not only upon Grantor but also upon its successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as a servitude running in perpetuity with the land. This easement shall survive any termination of Grantor's or the Grantee's existence. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of appointment.

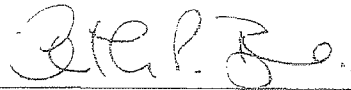
B. Grantee covenants and agrees that it will not transfer, assign or otherwise convey its rights under this conservation easement except to another "qualified organization" described in Section 170(h)(3) of the Internal Revenue Code of 1986 and controlling Treasury regulations, and Grantee further agrees that it will not transfer this easement unless the transferee first agrees to continue to carry out the conservation purposes for which this easement was created, provided, however, that nothing herein contained shall be construed to limit the Grantee's right to give its consent (e.g., to changes in a Façade) or to abandon some or all of its rights hereunder.

C. In the event this easement is ever extinguished, whether through condemnation, judicial decree or otherwise, Grantor agrees on behalf of itself, its heirs, successors and assigns, that

Grantee, or its successors and assigns, will be entitled to receive upon the subsequent sale, exchange or involuntary conversion of the Property, a portion of the proceeds from such sale, exchange or conversion equal to the same proportion that the value of the initial easement donation bore to the entire value of the property at the time of donation, unless controlling state law provides that the Grantor is entitled to the full proceeds in such situations, without regard to the easement. Grantee agrees to use any proceeds so realized in a manner consistent with the conservation purposes of the original contribution.

D. The property is currently encumbered by a Deed of Trust recorded in the land records of the District of Columbia securing a loan payable to Marquette Electronic Registration Systems Inc. ("Lender"). Lender hereby subordinates its rights in the Property to the right of the Grantee, its successors or assigns, to enforce the conservation purposes of this easement in perpetuity, and joins in the execution of this Conservation Deed for the sole and limited purpose of so subordinating its interest.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement Deed on the date first written above.



\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

Accepted:  
The L'Enfant Trust

By: Carol B Goldman

Lender Acknowledgment-Conservation Easement

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. [lender name] has on this 14<sup>th</sup> day of August, 2003, caused these presents to be signed by Yvonne Stich, [print name], its Vice President [title of executive officer], and attested by its Assistant Secretary [title of attesting officer e.g., corporate secretary] and its corporate seal to be affixed and hereby appoints \_\_\_\_\_ its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
Name of Lending Institution

Attest:

By Yvonne Stich  
Yvonne Stich, Vice President  
Jan Walsh  
Attesting Officer Jan Walsh

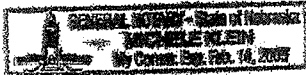
(CORPORATE SEAL)

Notary Form For Lender

SS:

State of NEBRASKA )  
County of SCOTTS BLUFF )

I, Michele Klein, a notary public in and for the aforementioned state and county, do hereby certify that Yvonne Stich, Vice President, who is personally well known to me as the person named as the Vice President of Mortgage Electronic Registration Systems, Inc., bearing date on the 14<sup>th</sup> day of August, 2003 personally appeared before me as the executive officer or attorney in fact (circle one) as aforesaid, and by virtue of the power vested in him/her by said deed, acknowledged the same to be the act and deed of the \_\_\_\_\_ . Given under my hand and official seal this 14<sup>th</sup> day of August, 2003, .



Michele Klein  
Notary Public

My Commission Expires: 02/14/2005

[SEAL]



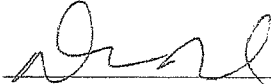
Notary Form for Individual Donors

DISTRICT OF COLUMBIA )

SS:

I, DAVID BROOKS, a notary public in and for the state and county aforesaid, do hereby certify that ANTHONY P. BROWN the Grantor in the foregoing Deed bearing the date on the 10 day of SEPTEMBER, 2003 and hereto annexed, personally appeared before me in said jurisdiction the said DISTRICT OF COLUMBIA being personally well-known to me as the persons who executed the said Deed, and acknowledged the same to be his/her/their act and deed.

Given under my hand and official seal this 10 day of SEPTEMBER, 2003

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/31/03  
[SEAL]

Exhibit A

1735 Fraser Court NW

NOT RECORDED IN THE DISTRICT OF COLUMBIA  
RECORDS AND EVIDENCE DEPARTMENT  
1735 FRASER COURT, N.W. WASHINGTON, D.C. 20004  
PHONE 202-462-4100 FAX 202-462-4101  
WWW.DC.GOV

Lot numbered Fifty-eight (58) in Square numbered one Hundred Ten (110) in a subdivision made by Miriam D. Thropp, as per plat recorded in Liber 25 at folio 143 among the Records of the Office of the Surveyor for the District of Columbia.

SUBJECT TO a right of way over the East 2 feet 6 inches by the full depth thereof for alley purposes.

ALSO

The west one-half of Lot numbered Thirty-nine (39) in Square numbered One Hundred Ten (110) in a subdivision made by George W. Hopkins and others, as per plat recorded in Liber 8 at folio 134 among the Records of the Office of the Surveyor for the District of Columbia, described as follows:

BEGINNING for the same at the southwest corner of said lot and running thence East, 70 feet 3 inches; thence North, 21.0 feet to the North line of said lot; thence West, 70 feet 3 inches to the West line of said lot; thence South, 21.0 feet to the place of beginning.

NOTE: At the date hereof all of the above-described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 819 in Square 110.

Doc# 2003120130

Book:

Pages: --

Filed & Recorded

10/05/2003 10:36:43 AM

LARRY TODD

RECORDER OF DEEDS

WASHINGTON D.C. RECORDER OF DEEDS

RECORDING \$ 52.00

SURCHARGE \$ 6.58

0527-527-202  
STATE OF MICHIGAN  
MANAGEMENT SERVICES AGEN 2001  
ESTABLISHED 1971  
PLEASE RETURN THIS CARD TO:

