

*Preliminary Consultation*  
**MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION**  
**STAFF REPORT**

<b>Address:</b>	8533 Georgia Avenue, Silver Spring	<b>Meeting Date:</b>	12/2/2020
<b>Resource:</b>	Master Plan Site #36/7-3 <i>Silver Theater and Shopping Center</i>	<b>Report Date:</b>	11/25/2020
<b>Applicant:</b>	Aaron Webb	<b>Public Notice:</b>	11/18/2020
		<b>Tax Credit:</b>	N/A
<b>Review:</b>	Preliminary Consultation	<b>Staff:</b>	Michael Kyne
<b>Case Number:</b>	N/A		
<b>Proposal:</b>	Sign installation		

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**STAFF RECOMMENDATION:**

Staff recommends that the applicants make any revisions based upon the HPC's comments and return with a HAWP application.

**ARCHITECTURAL DESCRIPTION:**

SIGNIFICANCE: Master Plan Site #36/7-3, *Silver Theater and Shopping Center*  
 STYLE: Moderne/Art Deco  
 DATE: c. 1937-8

Excerpt from *Places from the Past*:

SILVER THEATRE AND SHOPPING CENTER (1937-8) 36/7-3  
 SE Corner of Georgia & Colesville

The Silver Theatre and Shopping Center complex, which opened in 1938, is a rare example of an early planned neighborhood shopping center with parking integrated into the complex. The complex was planned to include all the retail uses required by residents of the surrounding neighborhoods, and to accommodate 50,000 patrons. The Silver Theatre had a seating capacity of 1,100. The complex was one of the first in the region to recognize the importance of and to design for the automobile: parking areas were provided at both the front of the complex and at the rear with a connecting underpass for both cars and pedestrians. Many of the stores had double entrances and could be entered from the front or the rear parking areas. The complex originally included a gas station island, no longer standing.

Architecturally, it reflects a fine example of streamlined Moderne styling with Art Deco detailing, designed by John Eberson, a national theater architect who also designed the Bethesda Theatre (1938). Eberson rejected earlier and more traditional commercial designs in favor of a thoroughly modern style—streamlined Moderne with Art Deco detailing. Early 20th century streamlining was symbolic of the dynamic industrial and technological advances of the period, and was characterized by sleek mechanical curves and allusions to machines, such as trains and ships. The Silver Theatre, in particular, makes reference to nautical design themes. The Silver Theatre and

Shopping Center was built at a time when Montgomery County was experiencing unprecedented growth. The complex was built in response to this development trend and vividly symbolizes the forces that changed and shaped 20th century Montgomery County

*Staff notes that the Maryland Historical Trust (MHT) holds an easement on the subject property. When MHT holds an easement on a property, the HPC typically requires applicants to receive MHT approval prior to submission of a HAWP application. However, under the terms of the easement, sign replacement/installation does not require MHT's review or approval.*



**Fig. 1: Subject building, as marked by the blue star.**

### **PROPOSAL:**

The applicant proposes to remove three existing, non-historic signs and install three new signs on the subject building.

### **APPLICABLE GUIDELINES:**

In accordance with section 1.5 of the Historic Preservation Commission Rules, Guidelines, and Procedures (Regulation No. 27-97) ("Regulations"), in developing its decision when reviewing a Historic Area Work Permit application for an undertaking at a Master Plan site, the Commission uses section 24A-8 of the Montgomery County Code ("Chapter 24A"), the *Secretary of the Interior's Standards for Rehabilitation* ("Standards"), and pertinent guidance in applicable master plans. The pertinent information in these documents is outlined below.

#### ***Montgomery County Code; Chapter 24A-8***

- (a) The commission shall instruct the director to deny a permit if it finds, based on the evidence and information presented to or before the commission that the alteration for which the permit is sought would be inappropriate, inconsistent with or detrimental to the preservation, enhancement or ultimate protection of the historic site or historic resource within an historic district, and to the purposes of this chapter.

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to ensure conformity with the purposes and requirements of this chapter, if it finds that:
- (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
  - (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or
  - (3) The proposal would enhance or aid in the protection, preservation and public or private utilization of the historic site or historic resource located within an historic district in a manner compatible with the historical, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or
  - (4) The proposal is necessary in order that unsafe conditions or health hazards be remedied; or
  - (5) The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or
  - (6) In balancing the interests of the public in preserving the historic site or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.
- (c) It is not the intent of this chapter to limit new construction, alteration or repairs to any 1 period or architectural style.

### ***Secretary of the Interior's Standards for Rehabilitation***

The Secretary of the Interior defines rehabilitation as “the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.” Because the property is a Master Plan Site, the Commission’s focus in reviewing the proposal should be the *Secretary of the Interior's Standards for Rehabilitation*. The *Standards* are as follows:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

#### **STAFF DISCUSSION:**

The subject building is part of the Silver Theater and Shopping Center, a c. 1937-8 Moderne-style commercial building with Art Deco detailing. The building is located at the corner of Georgia Avenue and Ellsworth Drive, and it is characterized by the curved corner on its south side (right, as viewed from the public right-of-way of Georgia Avenue) and horizontal metal and red pigmented structural glass bands above the storefront.

The building was most recently occupied by New York & Company, whose company branding/signage is installed directly onto the red pigmented structural glass on the Georgia Avenue (southwest) elevation and on the south corner above the central entrance. A third sign is affixed directly to the building on the Ellsworth Drive (southeast) elevation.

The applicant proposes to remove the existing, non-historic New York & Company signage from all three of these locations and install new Sleep Number signage in its place. On the Georgia Avenue (southwest) elevation and south corner, the proposed new signage will be made from flat cut acrylic letters, which will be affixed to the pigmented structural glass band above the storefront with two-sided tape and silicone adhesive. Additionally, a gray or digitally printed self-adhesive vinyl film will be applied to the pigmented structural glass band to be consistent with the Sleep Number company branding. The proposed signage on the Ellsworth Drive (southeast) elevation will consist of internally lit deep cut channel letters, which will be mounted to the building in the same manner as the existing.

Staff supports the applicant's proposal to replace the existing, non-historic signage in the three identified locations with acrylic or internally lit deep cut channel letters, as specified above. However, staff expresses concerns regarding the proposed application of a gray or digitally printed self-adhesive film to the pigmented structural glass band above the storefront. While it is unclear whether the existing glass is original or a replacement, it is clear that the highly contrasting (red or otherwise) horizontal band above the storefront is an original, character-defining feature of the building, as demonstrated by the undated (c.



1940s) photograph below. This band has likely always been constructed from pigmented structural glass, which is consistent with the Moderne style of architecture. Additionally, well-defined, rounded corners, with distinctive lines, grooves, or banding that emphasize horizontality are a key character-defining feature of Moderne architecture.



*Fig. 2: Undated (c. 1940s) photograph, with the subject building depicted to the far right.*

Staff finds that the proposed gray or digitally printed self-adhesive vinyl film has the potential to detract from the character-defining pigmented structural glass band above the storefront of the subject building, contrary to *Standards* #2 and #9. However, staff notes that the proposed vinyl film will likely be easily removable (though the Commission should inquire with the applicant about the removal process), leaving the essential form and integrity of the building (and, importantly, the character-defining pigmented structural glass itself) unimpaired. Staff seeks further guidance from the Commission regarding the appropriateness and compatibility of the proposed vinyl film installation, in accordance with the *Standards* and *Chapter 24A-8*.

#### **STAFF RECOMMENDATION:**

Staff recommends that the applicants make any revisions based upon the HPC's comments and return with a HAWP application.



FOR STAFF ONLY:

HAWP# \_\_\_\_\_

DATE ASSIGNED \_\_\_\_\_

# APPLICATION FOR HISTORIC AREA WORK PERMIT

HISTORIC PRESERVATION COMMISSION  
301.563.3400

**APPLICANT:**Name: Aaron D Webb (Peterson Companies)E-mail: awebb@petersoncos.comAddress: 12500 Fair Lakes Circle, Suite 400City: Fair Lakes, VA Zip: 220033Daytime Phone: 703-631-7513

Tax Account No.: \_\_\_\_\_

**AGENT/CONTACT (if applicable):**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Contractor Registration No.: \_\_\_\_\_

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property \_\_\_\_\_Is the Property Located within an Historic District? ☒ Yes/District Name \_\_\_\_\_

\_\_\_\_\_ No/Individual Site Name \_\_\_\_\_

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 8533 Street: Georgia AvenueTown/City: Silver Spring Nearest Cross Street: Ellsworth Dr

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Parcel: \_\_\_\_\_

**TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:**☐ New Construction☐ Deck/Porch☐ Shed/Garage/Accessory Structure☐ Addition☐ Fence☐ Solar☐ Demolition☐ Hardscape/Landscape☐ Tree removal/planting☐ Grading/Excavation☐ Roof☐ Window/Door☒ Other: Signage

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

\_\_\_\_\_  
Signature of owner or authorized agent\_\_\_\_\_  
Date

**HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING**  
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

**Owner's mailing address**

12500 Fair Lakes Circle  
Suite 400  
Fairfax, VA 22033

**Owner's Agent's mailing address**

**Adjacent and confronting Property Owners mailing addresses**

**Description of Property:** Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

The building is a gray art deco finish with a tile water table lower area. This section of the property also boasts some colorful aluminum canopy's with a few other well thought out architectural elements.

**Description of Work Proposed:** Please give an overview of the work to be undertaken:

Removal of the current NY&Co signage in three (3) places. Installation of the new tenant's signage over top the red tile band and on the Ellsworth Dr side of the building adjacent to BiBibop we will install channel letters in the exact same fashion as the previous tenant's signage was done.

Work Item 1: New tenant's signage

Description of Current Condition:

Currently the art deco facade has a cut out where a band of red tile resides.

Proposed Work:

In considering this tenant's brand image we propose to cover the red tile band with a gray vinyl graphic that will be adhered with 3M double sided tape. On top of the gray vinyl the tenant will also install 1" stand-off letters and their logo.

Work Item 2: \_\_\_\_\_

Description of Current Condition:

Proposed Work:

Work Item 3: \_\_\_\_\_

Description of Current Condition:

Proposed Work:

# HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*





# 56044

## Sleep Number

Project Location: 937 Ellsworth Drive Silver Spring MD 20910

## The Peterson Companies

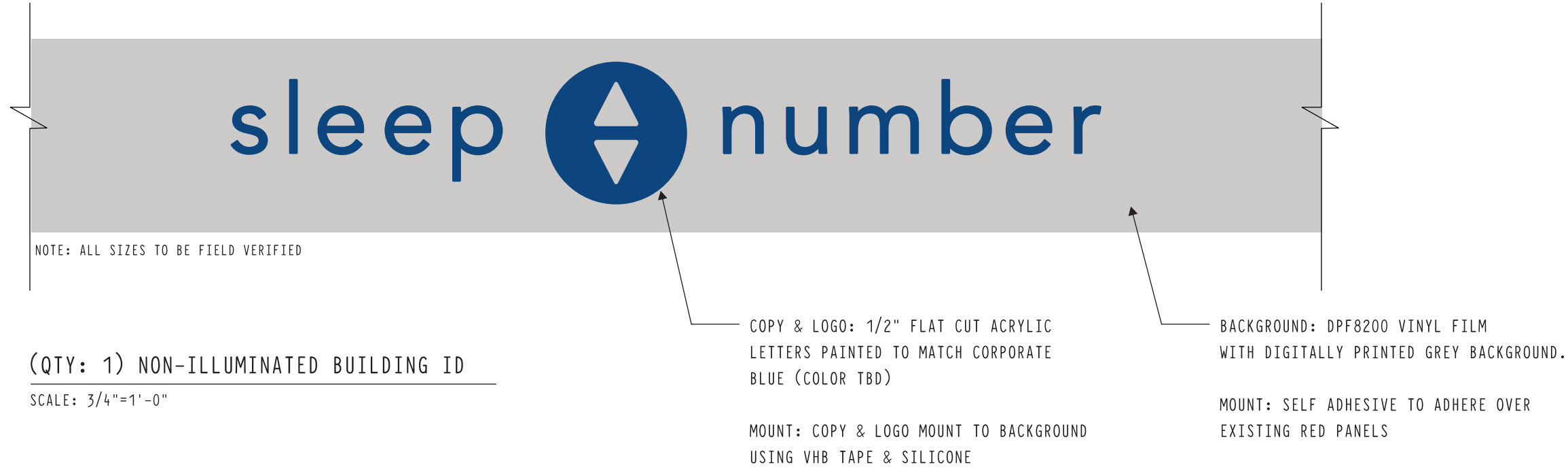
12500 Fair Lakes Circle Suite 400 Fairfax VA 22033

Submittal Date: 10.13.20 | Revision (2): 10.22.20

QTY.	SIGN TYPE	DESCRIPTION	INSTALL METHOD
1	D.1	Conceptual Design	NA

Customer Approval / Date:

Production Approval / Date:



PROPOSED SIGNAGE @ LEFT ELEVATION

SCALE: 1/4"=1'-0"

**The Peterson Companies**

sleep number  
**Conceptual Design**

1937 Ellsworth Drive  
Silver Spring MD 20910

**No. 56044**

Submittal Date: **10.13.20**

Revision 2: 10.22.20

Designer: MB

Sales Rep.: GB

Project Manager: XX

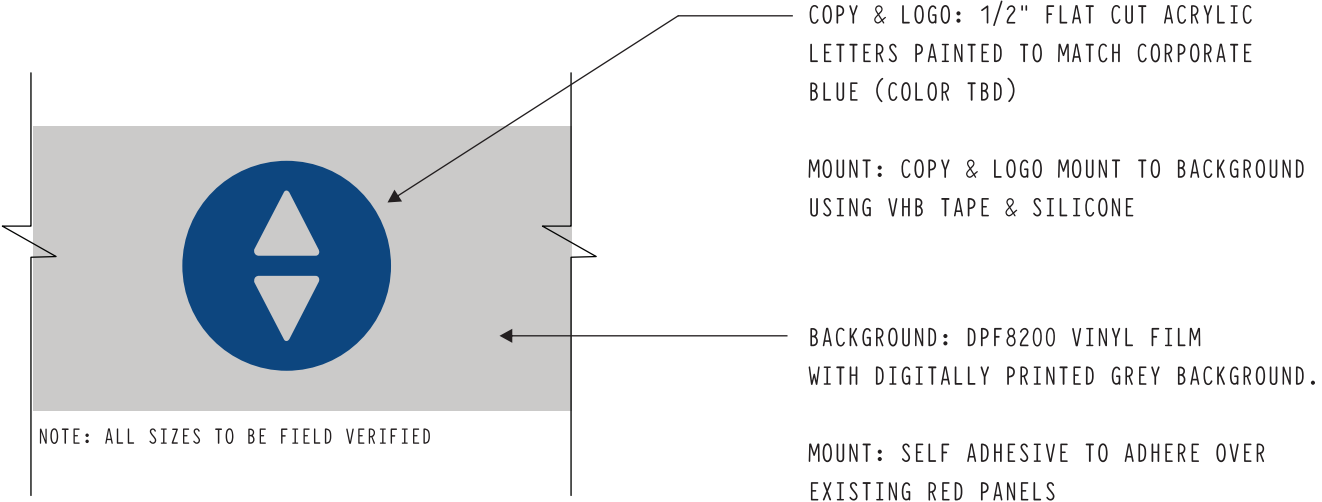
Sign Type:

**D.1**

p. **2**

**Client's signature**  
required for approval prior  
to fabrication.

**Date:**



(QTY: 1) NON-ILLUMINATED BUILDING ID

SCALE: 3/4"=1'-0"



PROPOSED SIGNAGE @ CENTER ELEVATION

SCALE: 1/4"=1'-0"



6511 Chillum Place, NW  
Washington, D.C. 20012  
202.882.7733 phone  
202.882.1580 fax  
gelbergsigns.com

All Components  Listed

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This design concept is the property of GELBERG SIGNS, INC and cannot be copied duplicated or manufactured in whole or part without written consent of GELBERG SIGNS, INC.

The Peterson Companies



Conceptual Design

1937 Ellsworth Drive  
Silver Spring MD 20910

No. 56044

Submittal Date: 10.13.20

Revision 2: 10.22.20

Designer: MB

Sales Rep.: GB

Project Manager: XX

Sign Type:

D.1

p. 3

Client’s signature  
required for approval prior  
to fabrication.

Date:

sleep  number

NOTE: ALL SIZES TO BE FIELD VERIFIED

(QTY: 1) FRONT-LIT CHANNEL LETTER BUILDING ID

SCALE: 3/4"=1'-0"

COPY & LOGO: 4-1/2" DEEP FRONT-LIT CHANNEL LETTERS  
WITH TRANSLUCENT BLUE FACES, 1" BLUE TRIM CAP AND  
RETURNS PAINTED WHITE (BLUE COLOR TBD)



PROPOSED SIGNAGE @ FAR RIGHT ELEVATION

SCALE: 1/4"=1'-0"



6511 Chillum Place, NW  
Washington, D.C. 20012  
202.882.7733 phone  
202.882.1580 fax  
gelbergsigns.com

All Components  Listed

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This design concept is the property of GELBERG SIGNS, INC. and cannot be copied, duplicated or manufactured in whole or part without written consent of GELBERG SIGNS, INC.

**The Peterson Companies**

sleep  number

**Conceptual Design**

1937 Ellsworth Drive  
Silver Spring MD 20910

**No. 56044**

Submittal Date: **10.13.20**

Revision 2: 10.22.20

Designer: MB

Sales Rep.: GB

Project Manager: XX

Sign Type:

**D.1**

p. **4**

**Client's signature**  
required for approval prior  
to fabrication.

**Date:**



Return to:  
Richard Brand  
Maryland Historical Trust  
100 Community Place  
Crownsville, MD 21032

329621 022

### DEED OF EASEMENT

**THIS DEED OF EASEMENT**, made as of this 5<sup>th</sup> day of Sept., 2006, by and between MONTGOMERY COUNTY, MARYLAND (the "County"), PFA-C Silver Spring LC, a Maryland limited liability company (together with its and its successors, transferees and assigns "PFA"), (collectively sometimes known as 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**, certain improvements located on the real property located on the land situate in Montgomery County, Maryland, such land being more particularly described on Exhibit B attached hereto (the "Property"), have substantial historic, aesthetic and cultural character and this Deed of Easement (this "Deed") will promote the preservation and maintenance of those improvements and the historic, cultural, scenic and aesthetic character of the Property; 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 conservation purposes.

**WHEREAS**, the County owns the Property and, pursuant to a ground lease agreement dated September 5, 2002 and Memorandum of which, dated September 5, 2002, is recorded among the Land Records of Montgomery County in Liber 21768, folio 722 (the "Ground Lease"), PFA is the ground lessee with purchase rights of the retail portion of Section C of the Silver Spring Development Project which includes, but is not limited to, the Property.

**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 the Property, depicted and identified on Exhibit A, Page 2 as the "Easement Area" and "Historic Façade Boundary" attached hereto and incorporated herein, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Montgomery County, State of Maryland, and which is more particularly set forth in Exhibit B, attached hereto and incorporated herein.

IMP FD SURE 0.00  
RECORDING FEE 0.00  
ADMINISTRATIVE 0.00  
IR TAX STATE 0.00  
TOTAL 0.00  
Res#14088 Rcpt#999999  
MCR-BR-BK#1413  
SEP 06, 2006 01:54 PM

FILED  
CLERK'S OFFICE  
MONTGOMERY CO. MD  
2006 SEP -6 P 1:54

AGRICULTURE TRANSFER TAX IN THE  
AMOUNT OF \$ N/A  
SIGNATURE CHH

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Montgomery County

CHH No Carl  
Sept. 6, 2006

NO FEE

2. Exhibit A consists of 24 pages and includes the documents, photographs of the Property, and other things that are recorded herewith and completely incorporated by reference into this Deed. Grantor acknowledges that Exhibit A may be modified and updated upon the conclusion of the restoration of the Property. The parties agree that the originals of such photographs and documents shall be maintained at the Maryland State Archives, located at 350 Rowe Boulevard, Annapolis, MD 21401.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be 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 PFA and the County individually, and collectively as Grantor and their 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. PFA shall make the exterior portions of the Property open to the public on a minimum of 5 days per year from 10 a.m. to 5 p.m., or the equivalent of 35 hours a year, and at other times by appointment as may be determined by PFA.

(C) Maintenance and Administration. PFA shall keep and maintain the Historic Facade (as hereinafter defined), in good, clean and safe condition. PFA shall maintain, repair and administer Historic Facade in a manner to preserve the historic, aesthetic and cultural character and appearance of the Historic Facade as shown and described in Exhibit A. The maintenance, repair and administration of the Historic Facade shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements that 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 on or to the Historic Facade which would alter or change the Historic Facade as described and depicted in Exhibit A, provided, however, that if damage has resulted to said Historic Facade 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 the Easement Area and the Historic Façade upon conclusion of the restoration of the Property provided, however that, as noted in Section 3(C) above, reconstruction of the Easement Area and the Historic Façade improvements that are destroyed in whole or in part by casualty loss shall not be required unless insurance proceeds are available to Grantor for such purpose. All construction (as defined below) on or to the Historic Facade that is approved by the Director or provided for in this Agreement shall



be reviewed under and conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation*.

(ii) The "Historic Façade" is defined as the area explicitly shown and described on Exhibit A, Page 2 "Historic Façade Boundary". The term Historic Façade includes the exterior surfaces, 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 features. The Historic Façade and the Historic Façade Boundary do not include the interior of any structures unless explicitly shown on Exhibit A, Page 2 and identified as the Historic Façade Boundary. The term "construction" shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of the Easement Area and the Historic Façade Boundary.

(iii) Without the express written consent of the Director, or as provided in paragraph 3(D)(iv) below, no building, structure, or improvement may be constructed or erected on or within the Easement Area other than those buildings, structures, or improvements which are as of the date of this Deed located on the Property, as described and depicted in Exhibit A.

(iv) Grantor may demolish certain portions of the Property and construct new buildings and new additions to the existing improvement as shown in Construction Documents prepared by Brown & Craig, Inc. with a last addendum #1 dated 6/17/2002. Any changes or alterations to those plans must be reviewed and approved by the Director and must meet *The Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation*. Changes or alterations to the Plans that do not affect in any way the appearance of the Historic Façade shall not require the review or approval of the Director as provided in the prior sentence.

(v) Grantor may install signs and awnings in accordance with Grantor's "Concept Sign Plan-Comprehensive Sign Plan Proposal", dated September 2003 without the review and approval of the Director.

(vi) In the event a situation arises with the Historic Façade which presents an actual and immediate danger to any person or property of such person, Grantor shall: (1) make a reasonable effort under the circumstances to immediately notify the Director; (2) to the limited extent necessary immediately stabilize any situation that presents an actual and immediate danger to any person or person's property; and, once the immediate danger has been stabilized; (3) notify the Director of the work that has been performed; and, (4) comply with the terms of paragraph 4(D) when the Historic Façade is repaired, constructed or rehabilitated. If necessary to stabilize any situation under this Paragraph 3(D)(vi), Grantor may disturb the surface or subsurface without complying with Paragraph 3(E).

(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 under the Historic Façade Boundary except as provided in Paragraph 3(D)(vi). 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. Subject to the rights of tenants, Grantee shall have the right to enter the Easement Area on reasonable prior notice to PFA, with a copy to the County, for the purpose of inspecting the Easement Area and the Historic Façade Boundary 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 written notice to Grantor and any mortgagee of Grantor of which Grantee is aware, specifying the nature of the breach and the necessary curative action and following the failure of Grantor to cure such breach within a reasonable time, exercise any or all of the following remedies to the extent permitted by law:

(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 the breaching party responsible for the reasonable and substantiated costs of the cure.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. Each party shall be responsible for its own costs of litigation and attorney 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:

Chief Administrative Officer  
Executive Office Building  
101 Monroe Street  
Rockville, Maryland 20850

And

Director  
Department of Public Works and Transportation  
101 Monroe Street  
Rockville, Maryland 20850

And

PFA-C Silver, LC  
C/o Foulger Pratt Corporation  
9600 Blackwell Drive  
Suite 200  
Rockville, Maryland 20850

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. Upon the termination of the Ground Lease or merger of title in the Property, the fee simple owner shall be responsible for all obligations and duties of the County and PFA contained in the Deed. In the event the County becomes the fee simple owner upon the termination of the Ground Lease, it shall be responsible for all obligations and duties in this Deed until it enters into an agreement with new tenant or ground lessee that assumes the responsibilities of PFA.

(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.

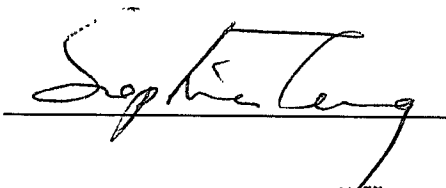
(N) Conservation Purposes. Grantee agrees that it will hold this Deed exclusively for conservation purposes *i.e.*, that it will not transfer this Deed whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this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

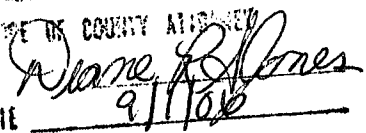
WITNESS THE FOLLOWING SIGNATURES AND SEALS:

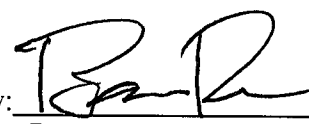
WITNESS/ATTEST:

GRANTOR: MONTGOMERY COUNTY, MARYLAND

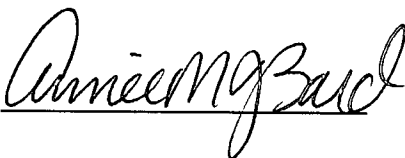



APPROVED AS TO FORM AND LEGALITY.

DEPUTY DE COUNTY ATTORNEY  
By   
DATE 9/1/06

By:  (SEAL)  
Bruce Romer  
Chief Administrative Officer

PFA-C SILVER SPRING LC  
A Maryland limited liability company



By:   
Title: Managing Director

WITNESS:

ACCEPTED BY THE  
MARYLAND HISTORICAL TRUSTSusan G. KeyserBy: J. Rodney Little (SEAL)  
J. Rodney Little, DirectorSTATE OF MARYLAND, Montgomery CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of September, in the year 2006, before the subscriber, personally appeared Bruce Romer who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Chief Admin. Officer of Montgomery County, Maryland.

Rebecca S. Domaruk  
REBECCA S. DOMARUK  
NOTARY PUBLIC, MONTGOMERY COUNTY, MD  
MY COMMISSION EXPIRES JANUARY 30, 2007

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, Virginia Fairfax CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 day of May, in the year 2006, before me, the undersigned Notary Public of said State, personally appeared James J. Vecchiarelli, who acknowledged himself to be the Managing Director of PFA-C Silver Spring LC, a Maryland limited liability company and a party to the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Managing Director of PFA-C Silver Spring LC.

James J. Vecchiarelli  
Notary Public

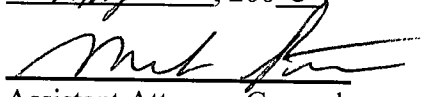
My Commission Expires: January 31, 2008STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY, that on this 22 day of May, in the year 2006, 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.

Theresa M. Hersley  
Notary Public

My Commission Expires: February 1, 2009

Approved as to form and legal  
sufficiency this 22 day of

May, 2006  
  
Assistant Attorney General

CERTIFICATION

The undersigned hereby certifies 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.

 (SEAL)  
Mark S. Petruskas

JOINDER AND CONSENT OF LENDER

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, Lender and holder of the Promissory Note secured by the Indemnity Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Indemnity Deed of Trust") from PFA-C Silver Spring, LC and others, dated December 23, 2004 and recorded in the Land Records of Montgomery County, Maryland, in Liber 28924, folio 212, hereby joins in the aforesaid Deed for the sole purpose of expressing consent thereto and of binding, subjugating and subordinating the aforesaid Indemnity Deed of Trust and its interests in any portion of the Property to the terms of this Easement. Until the parties are otherwise notified in writing, Teachers Insurance and Annuity Association Of America's address for notices pursuant to Section 3(G) hereof is as follows:

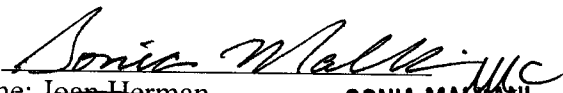
Teachers Insurance and Annuity  
730 Third Avenue  
New York, New York 10017  
Attention: Mortgage and Real Estate Division  
Portfolio Director  
Region: East  
Application #AAA-4360  
Mortgage #5910-00

with a  
copy to



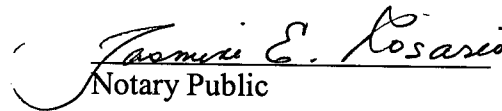
Teachers Insurance and Annuity Association of  
America  
730 Third Avenue  
New York, New York 10017  
Attention: Managing Counsel-New York,  
Asset Management Law  
Region: Northeast/South  
Application #AAA-4360  
Mortgage #5910-00

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA,  
a New York Corporation

By:   
Name: ~~Joan Herman~~ **SONIA MALKANI**  
Title: ~~Associate Director~~ **DIRECTOR**

STATE OF NEW YORK     )  
                                       ) ss.:  
 COUNTY OF NEW YORK    )

On the 30th day of May, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared SONIA MALKANI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 Notary Public

**JASMINE E. ROSARIO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**01R06117308**  
**QUALIFIED IN NEW YORK COUNTY**  
**COMMISSION EXPIRES OCTOBER 25, 2008**

EXHIBIT A

SILVER SPRING SHOPPING CENTER-EASEMENT AREA  
Located at the Intersection of Colesville Road and Georgia Avenue  
Silver Spring, Montgomery County

- 1 of 24 Schedule (this recorded page)
- 2 of 24 Entire Easement Area and Historic Façade Boundary
- 3 of 24 View of Colesville Road portion of shopping center
- 4 of 24 View of corner of shopping center at Colesville Rd. and Georgia Ave.
- 5 of 24 Detail of view from Colesville Rd and Georgia Ave
- 6 of 24 Underside of Canopy
- 7 of 24 Northern section storefronts facing east
- 8 of 24 Center section, looking east
- 9 of 24 Close-up of center section
- 10 of 24 Center and North Sections
- 11 of 24 Center and South Sections
- 12 of 24 Southern Section detail
- 13 of 24 Southern section at Georgia Avenue
- 14 of 24 Southern section, North facade
- 15 of 24 Shopping Center and Parking lot
- 16 of 24 Ellsworth Street elevation
- 17 of 24 Ellsworth facade and rear corner
- 18 of 24 Rear of new section (Easement covers only original curved wall within)
- 19 of 24 Southern section along Georgia Avenue
- 20 of 24 Photo Contact Sheet, 7229
- 21 of 24 Photo Contact Sheet, 7228
- 22 of 24 Photo Contact Sheet, 7230
- 23 of 24 Identification of Photo Contact Sheet
- 24 of 24 Identification of Photo Contact Sheets

SILVER SPRING SHOPPING CENTER  
Montgomery County

SCHEDULE

EASEMENT EXHIBIT NO. Page 1 of 20

SCALE:

PREPARED: rjb 8/2002

MARYLAND HISTORICAL TRUST

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

GRANTOR

GRANTEE

**EXHIBIT "B"**

**Property Description**  
**Easement Area**  
**Part of Parcels A & B and all of Parcel C, Block C**  
**Downtown Silver Spring**  
**(Plats 21647 & 22271)**  
**Wheaton (13<sup>th</sup>) Election District**  
**Montgomery County, Maryland**

Being a strip or parcel of land, hereinafter described, in, through, over, and across the property acquired by Montgomery County, Maryland, a Maryland municipal corporation, from Fred Burka et al., by deed dated January 10, 1996 and recorded among the Land Records of Montgomery County, Maryland in Liber 13865 at Folio 701, part of said property being part of Parcel A, Block C, as shown on a subdivision record plat entitled "SUBDIVISION RECORD PLAT, PARCEL A, BLOCK C, DOWNTOWN SILVER SPRING" and record among the aforesaid Land Records as Plat 21647, and all of Parcel C and part of Parcel B, Block C, as shown on a subdivision record plat entitled "SUBDIVISION RECORD PLAT, PARCEL B, C, & D, BLOCK C, DOWNTOWN SILVER SPRING" and recorded among the aforesaid Land Records as Plat 22271; being more particularly described in Maryland State Plane Meridian as follows:

Beginning for the said strip or parcel of land at a point at the beginning of the North 28°13'46" East 76.71 foot southeasterly right of way line of Coleville Road, U.S. Route 29, right of way width varies, as shown on the aforementioned plat, Plat 22271, said line also being the most northwesterly line of said Parcel B, Block C; thence running with and along said line

- 1.) North 28°13'46" East 76.71 feet to a point at the beginning of the North 28°13'46" East 86.70 foot line of Parcel A, Block C, as shown on the aforementioned plat, Plat 21647, said line also being southeasterly right of way line of Coleville Road, U.S. Route 29; thence running with and along part of said line
- 2.) North 28°13'46" East, 3.50 feet to a point; thence departing said right of way and running so as to cross and include part of said Parcel A, Block C, the following two (2) courses
- 3.) South 61°46'14" East, 20.00 feet to a point; thence
- 4.) South 28°13'46" West, 3.58 feet to a point on North 61°33'00" West 27.80 foot common line of division between said Parcel A & B, Block C, said point being distant 20.00 feet from the northwesterly end thereof; thence departing said line and running so as to cross and include par of said Parcel B, Block C, the following sixteen (16) courses
- 5.) South 28°13'46" West, 55.63 feet to a point; thence

- 6.) South 82°34'20" East, 124.64 feet to a point; thence
- 7.) South 14°34'10" East, 187.01 feet to a point; thence
- 8.) South 53°36'17" West, 47.82 feet to a point; thence
- 9.) North 67°06'04" West, 5.58 feet to a point; thence
- 10.) South 61°16'00" West, 36.44 feet to a point; thence
- 11.) South 40°56'20" East, 65.14 feet to a point; thence
- 12.) North 42°09'10" East, 103.43 feet to a point; thence
- 13.) North 47°50'50" West, 5.33 feet to a point; thence
- 14.) North 42°09'10" East, 20.00 feet to a point; thence
- 15.) South 47°50'50" East, 9.33 feet to a point of curvature; thence
- 16.) 15.71 feet along the arc of a non-tangent curve, deflecting to the right, having a radius of 10.00 feet and a chord of North 87°09'10" East, 14.14 feet to a point of tangency; thence
- 17.) South 47°50'50" East, 6.00 feet to a point; thence
- 18.) South 42°09'10" West, 149.23 feet to a point of curvature; thence
- 19.) 10.32 feet along the arc of a tangent curve, deflecting to the right, having a radius of 6.00 feet and a chord of North 88°35'12" West, 9.09 feet to a point of non-tangency; thence with a radial line
- 20.) South 50°40'25" West, 0.44 feet to a point on the northeasterly right of way line of Georgia Avenue, Maryland Route 97, right of way with varies, said point being distant 7.19 feet from the beginning of curve number 1 as shown on the aforementioned plat, Plat 22271; thence running with and along the remainder of said curve number one and the northeasterly right of way of Georgia Avenue the following three (3) courses
- 21.) 30.98 feet along the arc of a non-tangent curve, deflecting to the left, having a radius of 1085.00 feet and a chord of North 40°08'40" West, 30.98 feet to a point of tangency; thence
- 22.) North 40°57'44" West, 190.08 feet to a point; thence
- 23.) 148.69 feet along the arc of a tangent curve, deflecting to the right, having a radius of 123.13 feet and a chord of North 06°21'59" West 139.82 feet to the POINT OF

BEGINNING; Containing 41,937 square feet or 0.9627 of an acre of land.

TAX ACCOUNT TABULATION

Grid/ Parcel	Tax ID No.	Address	Reference
JN33/N278	13-001-03316712	8641 Colesville Road	P.21647, Parcel A, Block C
JN33/N316	13-022-03381415	8500 Colesville Road	P.22271, Parcel B, Block C
JN33/N331	13-022-03381426	Colesville Road	P.22271, Parcel C. Block C



## EXHIBIT "A" pg2

COLESVILLE ROAD  
U.S. RTE. 29  
(VARIABLE WIDTH RW)

PARCEL A, BLOCK C  
DOWNTOWN SILVER SPRING  
PLAT 21647

I hereby certify that this sketch and accompanying description have been prepared under my supervision and is based upon available records provided to this office.

Kenneth L. [Signature]  
Property Surveyor  
Maryland Reg. No. 4556



PARCEL B, BLOCK C  
DOWNTOWN SILVER SPRING  
PLAT 22271

EASEMENT AREA AND  
HISTORIC FACADE BOUNDARY  
41,937 SQ. FT. OR 0.9627 AC.

PARCEL C, BLOCK C  
DOWNTOWN SILVER SPRING  
PLAT 22271

PROPERTY OF  
MONTGOMERY COUNTY,  
MARYLAND  
L.13865 F.701

GEORGIA AVENUE  
MD RTE. 97  
(VARIABLE WIDTH RW)

DESCRIPTION PLAT SHOWING  
ENTIRE EASEMENT AREA AND  
HISTORIC FACADE BOUNDARY  
PART OF PARCELS A & B  
AND ALL OF PARCEL C, BLOCK C  
DOWNTOWN SILVER SPRING  
(PLATS 21647 & 22271)  
WHEATON (13TH) ELECTION DISTRICT  
MONTGOMERY COUNTY, MARYLAND  
DATE: FEBRUARY, 2006



Loiderman  
Soltes Associates, Inc.

SCALE: 1" = 50'  
MD STATE PLANE  
MERIDIAN NAD83/91

SILVER SPRING SHOPPING CENTER

Site Plan

EASEMENT EXHIBIT NO. Page 2 of 24

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

SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

GRANTOR

GRANTEE



# SILVER SPRING SHOPPING CENTER

View of Colesville Road portion of shopping center  
EASEMENT EXHIBIT NO. Page 3 of 24

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

## SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

GRANTOR

GRANTEE



# SILVER SPRING SHOPPING CENTER

Corner of Colesville Road and Georgia Avenue  
EASEMENT EXHIBIT NO. Page 4 of 24

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

SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

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GRANTEE



## SILVER SPRING SHOPPING CENTER

Detail of view from Colesville Road and Georgia Ave.  
EASEMENT EXHIBIT NO. Page 5 of 24

## SCALE:

PREPARED: rjb 4/2006

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GRANTEE



## SILVER SPRING SHOPPING CENTER

Underside of canopy

EASEMENT EXHIBIT NO. Page 6 of 24

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SCALE:

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GRANTEE



# SILVER SPRING SHOPPING CENTER

North section storefronts facing east  
 EASEMENT EXHIBIT NO. Page 7 of 24

## SCALE:

PREPARED: rjb 4/2006  
 MARYLAND HISTORICAL TRUST

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GRANTEE



# SILVER SPRING SHOPPING CENTER

Center section, looking east

EASEMENT EXHIBIT NO. Page 8 of 24

SCALE:

PREPARED: rjb 4/2006

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GRANTOR

GRANTEE



## SILVER SPRING SHOPPING CENTER

Close-up of center section

EASEMENT EXHIBIT NO. Page 9 of 24

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SCALE:

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**SILVER SPRING SHOPPING CENTER**

Center and North Sections

EASEMENT EXHIBIT NO. Page 10 of 24

SCALE:

PREPARED: rjb 4/2006

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**SILVER SPRING SHOPPING CENTER**

Center and South sections

EASEMENT EXHIBIT NO. Page 11 of 24

SCALE:

PREPARED: rjb 4/2006

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SILVER SPRING SHOPPING CENTER

Southern section detail

EASEMENT EXHIBIT NO. Page 12 of 24

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SCALE:

PREPARED: rjb 4/2006

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# SILVER SPRING SHOPPING CENTER

Southern section at Georgia Avenue  
EASEMENT EXHIBIT NO. Page 13 of 24

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SCALE:

PREPARED: rjb 4/2006

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**SILVER SPRING SHOPPING CENTER**

Southern section North facade  
EASEMENT EXHIBIT NO. Page 14 of 24

**SCALE:**

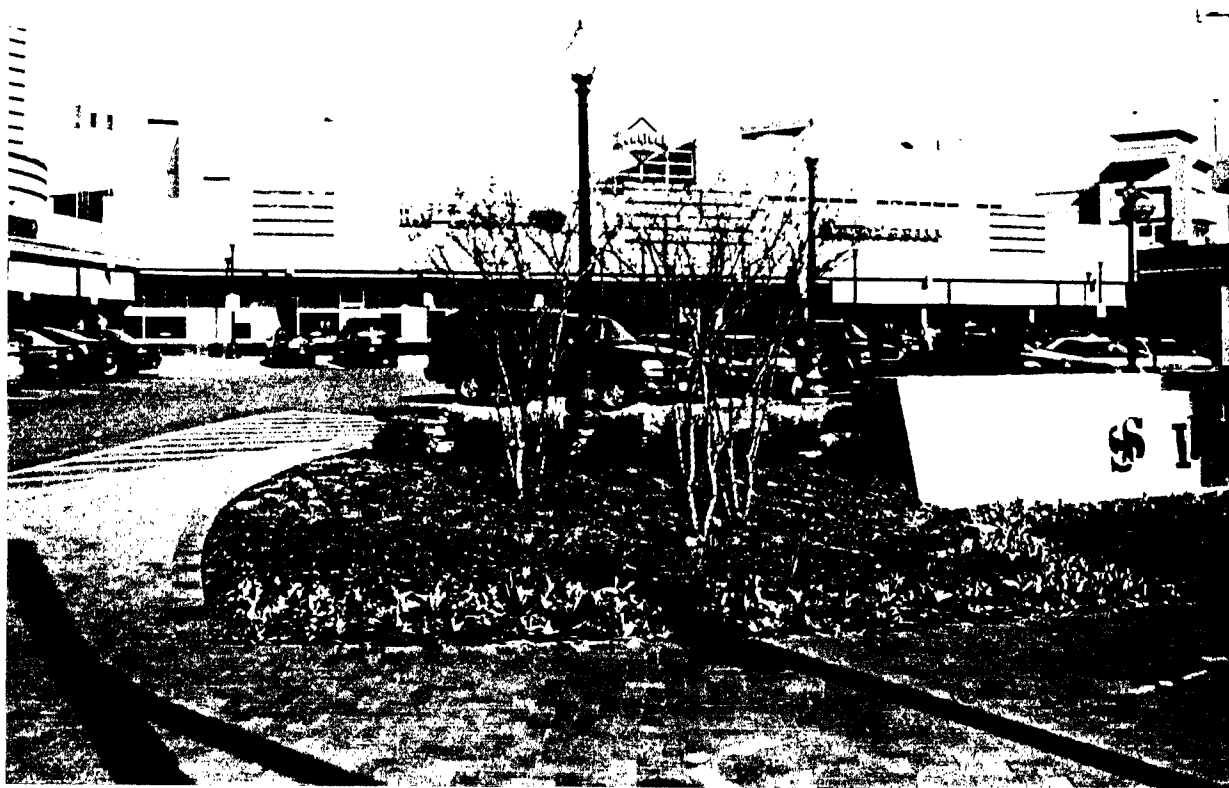
PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

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GRANTOR

GRANTEE

**SILVER SPRING SHOPPING CENTER**

Shopping Center and parking lot  
EASEMENT EXHIBIT NO. Page 15 of 24

**SCALE:**

PREPARED: rjb 4/2006  
MARYLAND HISTORICAL TRUST

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GRANTOR

GRANTEE

**SILVER SPRING SHOPPING CENTER**

Ellsworth Street Elevation

EASEMENT EXHIBIT NO. Page 16 of 24

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SCALE:

PREPARED: rjb 4/2006

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SILVER SPRING SHOPPING CENTER

Ellsworth facade and rear corner  
EASEMENT EXHIBIT NO. Page 17 of 24

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SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

GRANTOR

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SILVER SPRING SHOPPING CENTER

Rear of new section (original curved wall within)  
EASEMENT EXHIBIT NO. Page 18 of 24

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SCALE:

PREPARED: rjb 4/2006

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## SILVER SPRING SHOPPING CENTER

Southern section along Georgia Avenue  
 EASEMENT EXHIBIT NO. Page 19 of 24

SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

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GRANTOR

GRANTEE



# SILVER SPRING SHOPPING CENTER

Photo Contact Sheet, **7229**  
EASEMENT EXHIBIT NO. Page 20 of 24

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

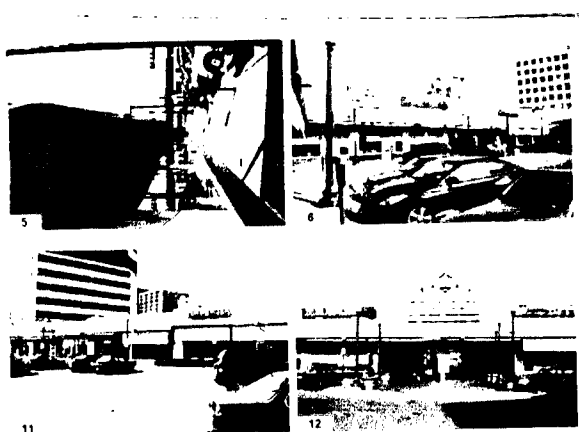
SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

GRANTOR

GRANTEE



SILVER SPRING SHOPPING CENTER

Photo Contact Sheet **7228**  
EASEMENT EXHIBIT NO. Page 21 of 24

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

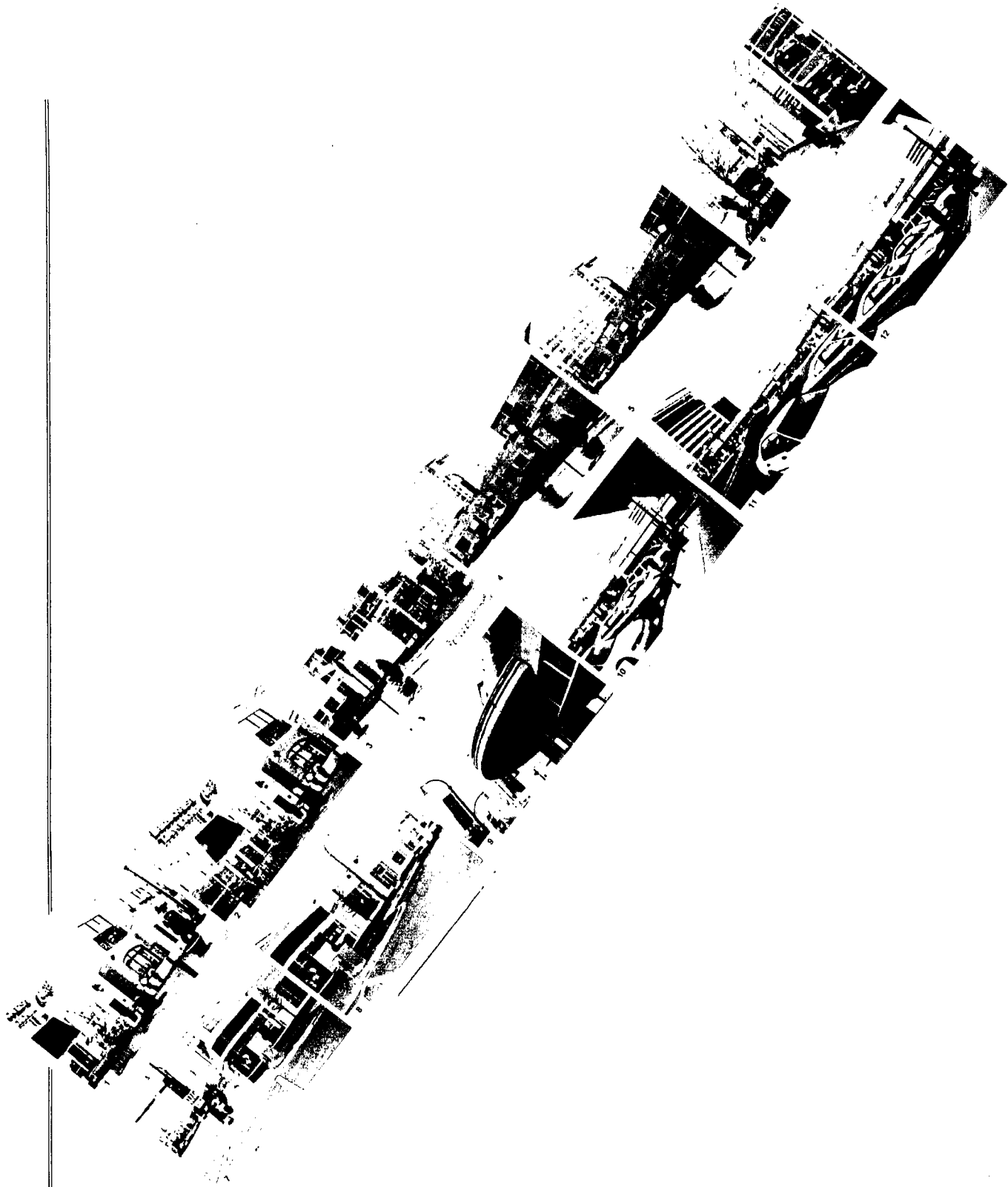
SCALE:

PREPARED: rjb 4/2006

MARYLAND HISTORICAL TRUST

GRANTOR

GRANTEE



## SILVER SPRING SHOPPING CENTER

Photo Contact Sheet, **7230**  
EASEMENT EXHIBIT NO. Page 22 of 24

SCALE:  
PREPARED: rjb 4/2006  
MARYLAND HISTORICAL TRUST

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

GRANTOR

GRANTEE

## Sheet 7228

- 1 Northern corner at Ellsworth and Georgia
- 2 Signboard, parking lot and shopping center
- 3 Signboard, parking lot and shopping center
- 4 Parking lot and shopping center
- 5 Metal canopy, typical
- 6 Middle of shopping center
- 7 not used
- 8 not used
- 9 Storefronts, northern wing
- 10 Northern elevation of southern wing
- 11 Southern elevation of northern wing
- 12 Center section
- 13 Northern elevation of southern wing
- 14 Central section, southern section
- 15 Parking lot and middle section
- 16 Parking lot and shopping center
- 17 southern wing facade along Georgia Avenue
- 18 southern wing facade along Georgia Avenue
- 19 Southern corner at Ellsworth and Georgia
- 20 Ellsworth Avenue facade
- 21 Ellsworth Avenue facade
- 22 New signage on Ellsworth Avenue
- 23 New exterior, rear curved corner at Ellsworth is inside
- 24 New exterior, rear curved corner at Ellsworth is inside
- 25 Ellsworth facade facing Georgia Avenue

## SILVER SPRING SHOPPING CENTER

Identification of Photo Contact Sheet  
EASEMENT EXHIBIT NO. Page 23 of 24

## SCALE:

PREPARED: rjb 4/2006  
MARYLAND HISTORICAL TRUST

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

GRANTOR

GRANTEE

## Sheet 7229

- 1 parking lot along Georgia Avenue
- 2 Parking lot and shopping center looking north
- 3 Looking north inside shopping center
- 4 Inside shopping center facing south
- 5 Northern elevation of south wing
- 6 Front of facade
- 7 Front facade
- 8 Northern corner of southern wing
- 9 View facing south east including parking lot
- 10 Parking lot and center section
- 11 Signboard along Georgia Avenue
- 12 Portion of signboard and shopping center
- 13 Southern elevation of northern wing
- 14 Corner of Colesville Road and Georgia Avenue facing east
- 15 Section along Georgia Avenue
- 16 Section along Georgia Avenue
- 17 section along Georgia Avenue
- 18 Section along Georgia Avenue
- 19 Section along Georgia Avenue
- 20 Section along Georgia Avenue
- 21 NOT USED
- 22 Section along Georgia Avenue
- 23 Corner of Colesville Road and Georgia Avenue facing east
- 24 Southern elevation of Northern wing

## Sheet 7230

1. Not used
- 2 back of new addition, easement facade is inside
- 3 Ellsworth facade
- 4 Ellsworth Facade
- 5 Ellsworth Facade
- 6 Ellsworth Facade
- 7 Ellsworth Facade, facing Georgia Avenue
- 8 Southern corner of shopping center at Georgia and Ellsworth
- 9 Ellsworth facade
- 10 Canopy at northern corner of southern facade
- 11 parking lot and shopping center
- 12 Parking lot and shopping center

## SILVER SPRING SHOPPING CENTER

Identification of Photo Contact Sheets  
EASEMENT EXHIBIT NO. Page 24 of 24

## SCALE:

PREPARED: rjb 4/2006  
MARYLAND HISTORICAL TRUST

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

GRANTOR

GRANTEE



## OFFICE OF THE COUNTY ATTORNEY

Douglas M. Duncan  
County Executive

Charles W. Thompson, Jr.  
County Attorney

September 6, 2006

Molly Q. Ruhl, Clerk  
Circuit Court for Montgomery  
County, Maryland  
Courthouse  
Rockville, Maryland 20850

Re: recordation of Historic Façade Easement

Dear Ms. Ruhl:

Please record the attached document on behalf of Montgomery County, Maryland, and waive the usual recording fee. The easement is in favor of the State of Maryland Historical Society.

Very truly yours,

CHARLES W. THOMPSON, JR.  
COUNTY ATTORNEY

Diane R. Schwartz Jones  
Associate County Attorney

Attachment