EXPEDITED MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 11810 Darnestown Road, Gaithersburg Meeting Date: 7/28/2021

Resource: Master Plan Site #24/13 **Report Date:** 7/21/2021

(Pleasant View ME Church/Quince

Orchard School)

Public Notice: 7/14/2021

Michael Kyne

Applicant: Pleasant View United Methodist Church

(Thomas Taltavull, Architect)

Tax Credit: Yes

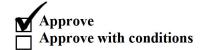
Staff:

Review: HAWP

Permit Number: 958871

PROPOSAL: Comprehensive building rehabilitation and site work

STAFF RECOMMENDATION:



ARCHITECTURAL DESCRIPTION:

SIGNIFICANCE: Master Plan Site #24/13, Pleasant View Methodist Episcopal Church and Quince

Orchard School

DATES: Church (c. 1914); School (c. 1875)

Excerpt from *Places from the Past*:

Pleasant View Church is representative of the post-Civil War era growth of the Methodist Church in general, and the Washington Negro Conference in particular. It is estimated that between 1870 and 1910, more than 66% of all new congregations in the county were Methodist. Reflective of the Gothic Revival tradition of church architecture, Pleasant View features lancet or pointed arch windows, and a three-part central entrance tower crowned with a crenelated turret. In 1950, a rear wing was built and the original church renovated to accommodate a pastor's study, choir room and choir loft.

The Howard Brothers built the original church on the site, in 1888. In 1914, that structure was in such poor condition that it was razed and rebuilt. The congregation was established about 1868, when the land was first acquired for a church. Early services were likely held in a nearby house until the church was built. In 1874, a school for black children was established in a Quince Orchard area house. After a fire destroyed the building in 1901, a school building, abandoned by the white population, was moved to the site. The latter, built about 1875, had been located on the opposite (north) side of Darnestown Road.

The Quince Orchard School is representative of the crowded and inadequate facilities that were the

result of segregation in the late 1800s. This one-room school served one of the largest groups of black children in the county. In 1940, the school served 122 children in seven grades, making it the fifth largest elementary school for blacks. The following year the building was expanded with two additional rooms. Soon thereafter, the school consolidated with Tobytown and Seneca Colored Schools. After countywide integration of black students with white, the school building was used as a parish house for Pleasant View M.E. Church.



Fig. 1: Subject property.

PROPOSAL:

The applicant proposes comprehensive building rehabilitation of the church building and site work. The Maryland Historical Trust (MHT) holds an easement on the subject property, and all work must be reviewed and approved by the MHT Easement Committee. The Committee approved the proposed work with conditions in their letter dated June 7, 2021.

APPLICABLE GUIDELINES:

- IV. The Expedited Staff Report format may be used on the following type of cases:
 - 1. Alterations to properties on which the Maryland Historical Trust (MHT) holds an easement and which have been reviewed and approved by the MHT Easement Committee.

Montgomery County Code; Chapter 24A-8

- (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 insure 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 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." The applicable *Standards* are as follows:

- 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.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

STAFF RECOMMENDATION:

Staff recommends that the Commission <u>approve</u> the HAWP application under the Criteria for Issuance in Chapter 24A-8(b) (1) and (2), having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible with the purposes of Chapter 24A;

and with the Secretary of the Interior's Standards for Rehabilitation #2 and #9;

and with the general condition that the applicant shall present an electronic set of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that final project design details, not specifically delineated by the

Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff's discretion;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make **any alterations** to the approved plans.

Once the work is completed the applicant will <u>contact the staff person</u> assigned to this application at 301-563-3400 or michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.



APPLICATION FOR HISTORIC AREA WORK PERMIT HISTORIC PRESERVATION COMMISSION 301.563.3400

HAWP#_ DATE ASSIGNED____

FOR STAFF ONLY:

| A | P | P | LI | C | A | N | T: |
|---|---|---|----|---|---|---|----|
|---|---|---|----|---|---|---|----|

| Pleasant View Historic Site c/o Rev. Gerry Green | |
|---|---|
| Name: | E-mail: 99.001100011101019 |
| Address: 11810 Darnestown Road | City: Gaithersburg Zip: 20878 |
| Daytime Phone: 301-318-4630 | Tax Account No.: 00397915 |
| AGENT/CONTACT (if applicable): | |
| Name: Thomas J. Taltavull, Architec | temail: tom@tjtarchitects.com |
| Address: 20650 Plum Creek Court | _{City:} Gaithersburg _{Zip:} 20882 |
| Daytime Phone: 301-840-1847 | |
| LOCATION OF BUILDING/PREMISE: MIHP # o | f Historic Property M-24-13 |
| map of the easement, and documentation from Are other Planning and/or Hearing Examiner Ap (Conditional Use, Variance, Record Plat, etc.?) In supplemental information. | |
| | |
| Building Number: 11810 Stree | _{t:} Darnestown Road |
| | est Cross Street: Tschiffely Square Road |
| | est Cross Street: Tschiffely Square Road |

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 church is a frame structure with a gabled facade. The three story entrance bell tower has a square door flanked by narrow lancelt windows, a circular louver at the second level, and louvered openings on the third level. There is no spire. The side elevations have gothic-arched windows. At the southern end of the church is a 1950's frame addition used as an expanded choir area and offices. Next to the church is a building, now used as a hall, that was a school. Behind the church is a cemetery.

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

The proposed work is to rehabilitate the exterior of the church and 1950's addition. The existing bell tower is in poor condition and is proposed to be dismantled and reconstructed on a new foundation. The existing concrete stoop and steps will be removed and rebuilt and along with a new concrete curved ADA compliant accessibility ramp. See attached MHT Easement Change application for detailed overview of proposed work and photographs.

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| Work Item 1: | | |
|---|---|----------------|
| MAI HIS TRU EAS CHA APF FOR | E FACHED RYLAND STORIC JST SEMENT ANGE PLICATION R ALL ORK ITEMS | Proposed Work: |
| 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/Exc avation/Land scaing | * | * | | * | * | * | * |
| Tree Removal | * | * | | * | * | * | * |
| Siding/Roof Changes | * | * | * | * | * | | * |
| Window/ Door Changes | * | * | * | * | * | | * |
| Masonry Repair/ Repoint | * | * | * | * | * | | * |
| Signs | * | * | * | * | * | | * |



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Mitra Pedoeem Director

HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 7/7/2021

Application No: 958871

AP Type: HISTORIC Customer No: 1411520

Comments

Project has been reviewed and approved by the Maryland Historic Trust Easement Committee. The MHT holds an easement on the property. This application is for the existing Church located on site.

Affidavit Acknowledgement

The Contractor is the Primary applicant authorized by the property owner This application does not violate any covenants and deed restrictions

Primary Applicant Information

Address 11810 Darnestown RD Gaithersburg, MD 20878

Othercontact Taltavull (Primary)

Historic Area Work Permit Details

Work RESREP

Type

Scope Rehabilitate exterior of existing church. Repair and reconstruct existing bell tower, and concrete steps and add an concrete accessible ramp. Restore all of Work windows and doors, repair wood siding, masonry flue, and concrete foundation wall. Install accessible parking space.



Photo 1 - Pleasant View UM Church - North Elevation View - January 13, 2020



Photo 2 - Pleasant View UM Church - East Elevation View - September 20, 2019



Photo 3 - Pleasant View UM Church - South Elevation View - September 20, 2019



Photo 4 - Pleasant View UM Church - South West Elevation View - September 20, 2019



Photo 5 - Pleasant View UM Church - Detail Bell Tower at West Elevation View - September 20, 2019

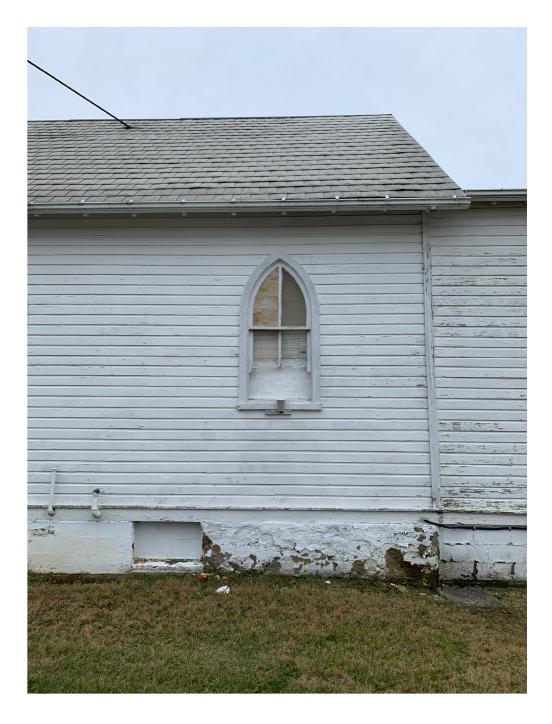


Photo 6- Pleasant View UM Church - Foundation Detail at West Elevation View - September 20, 2019



Photo 7- Pleasant View UM Church - Water Table Trim Detail at West Elevation View - September 20, 2019

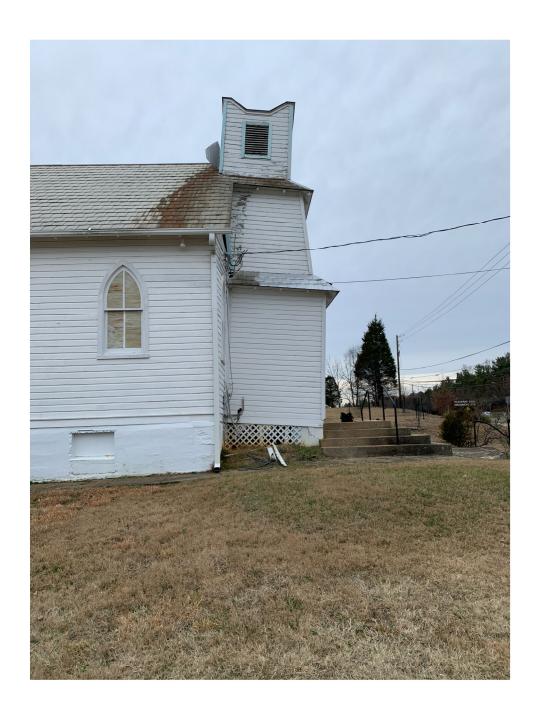
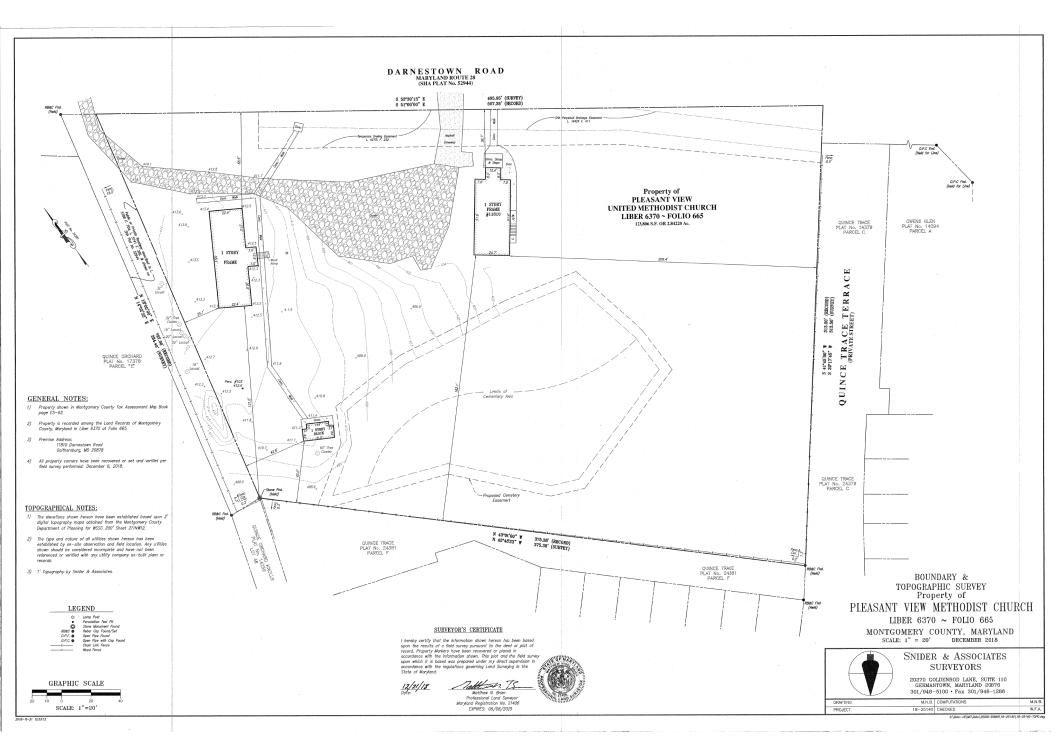
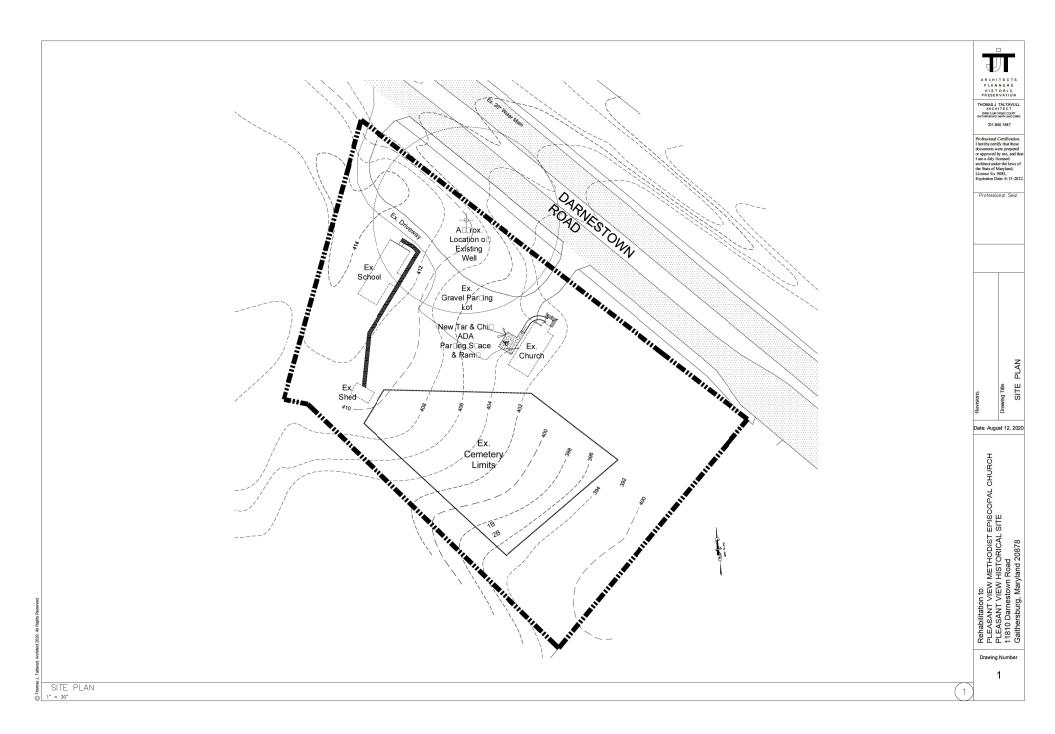
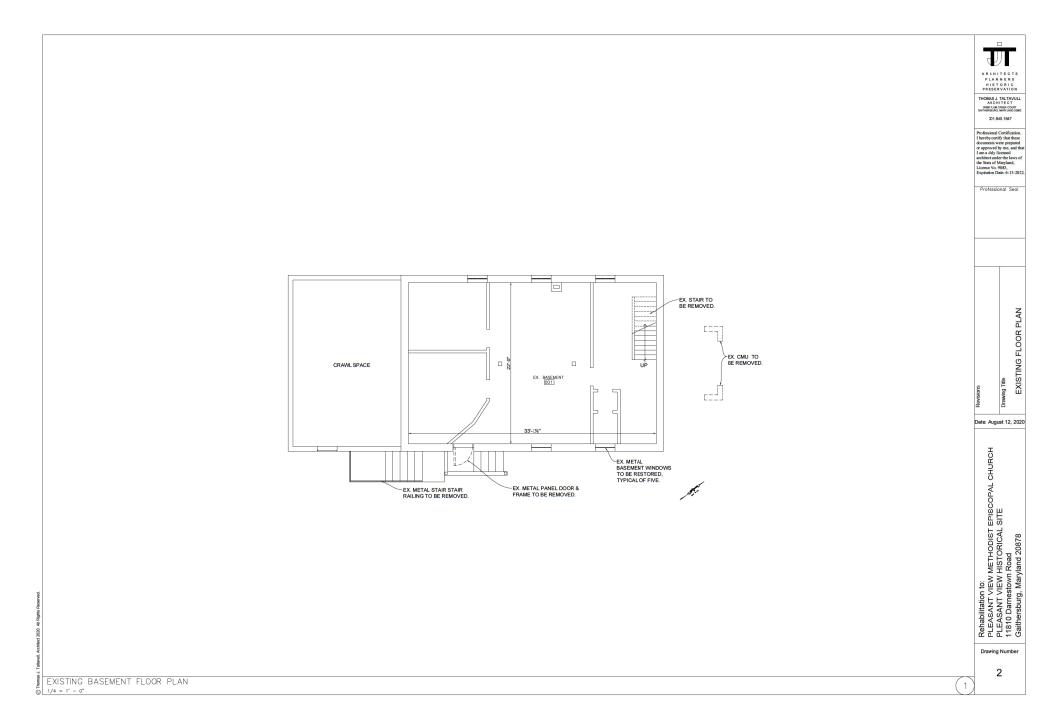
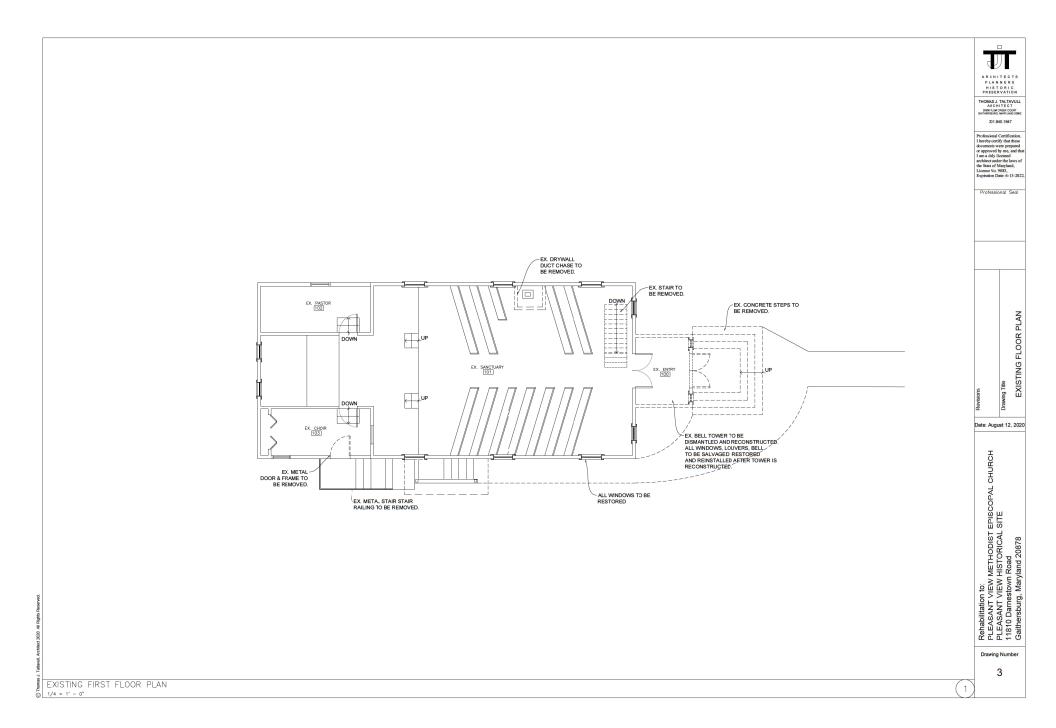


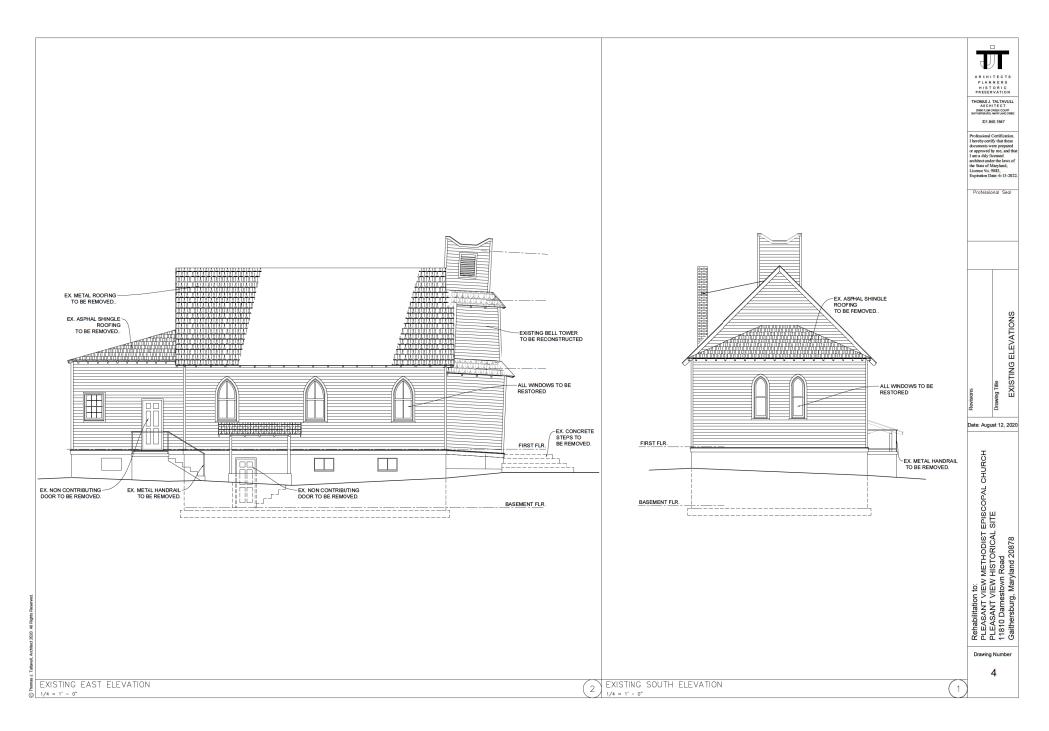
Photo 8- Pleasant View UM Church - Detail Bell Tower Movement impacting North Wall of Church - East Elevation View - September 20, 2019

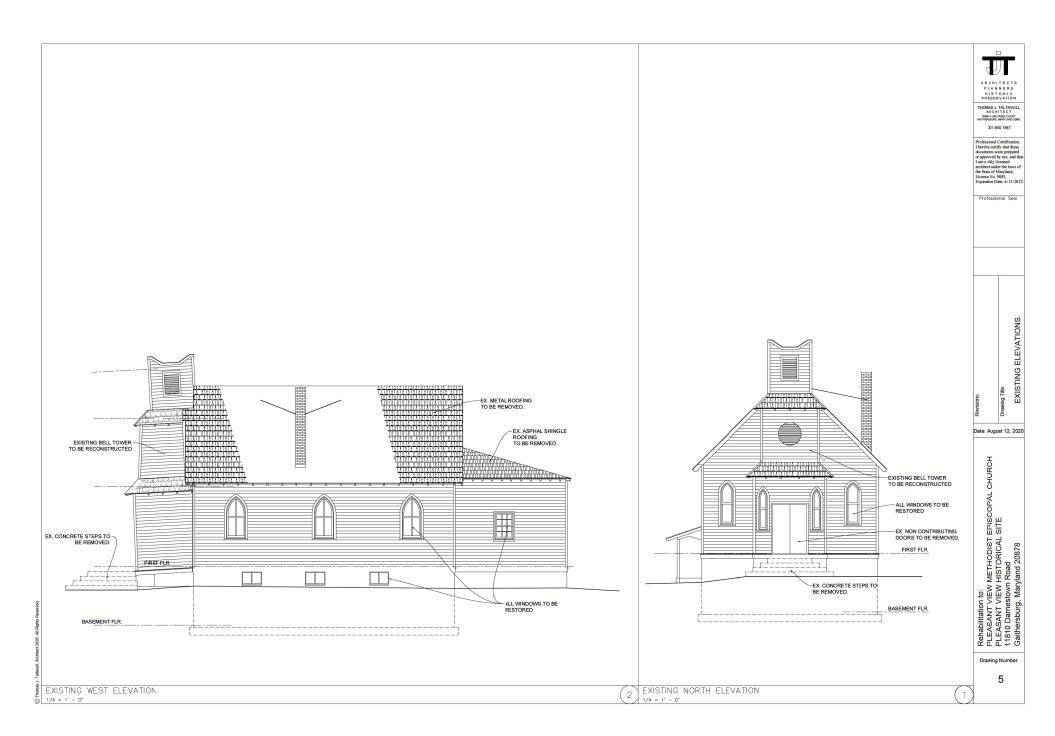


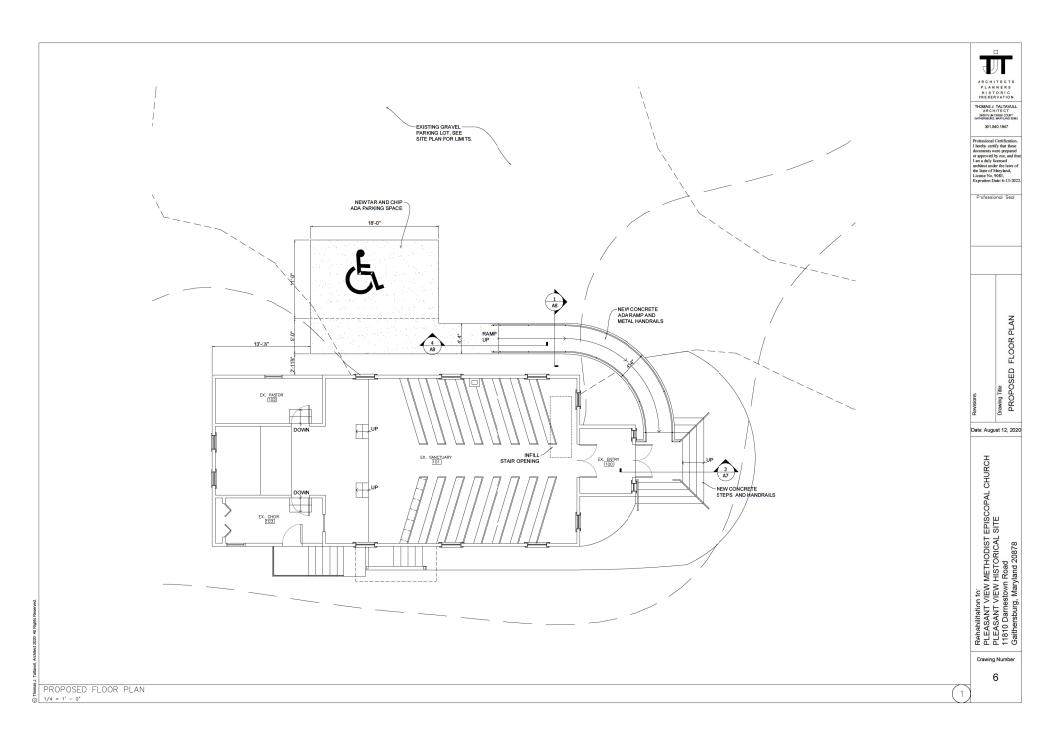


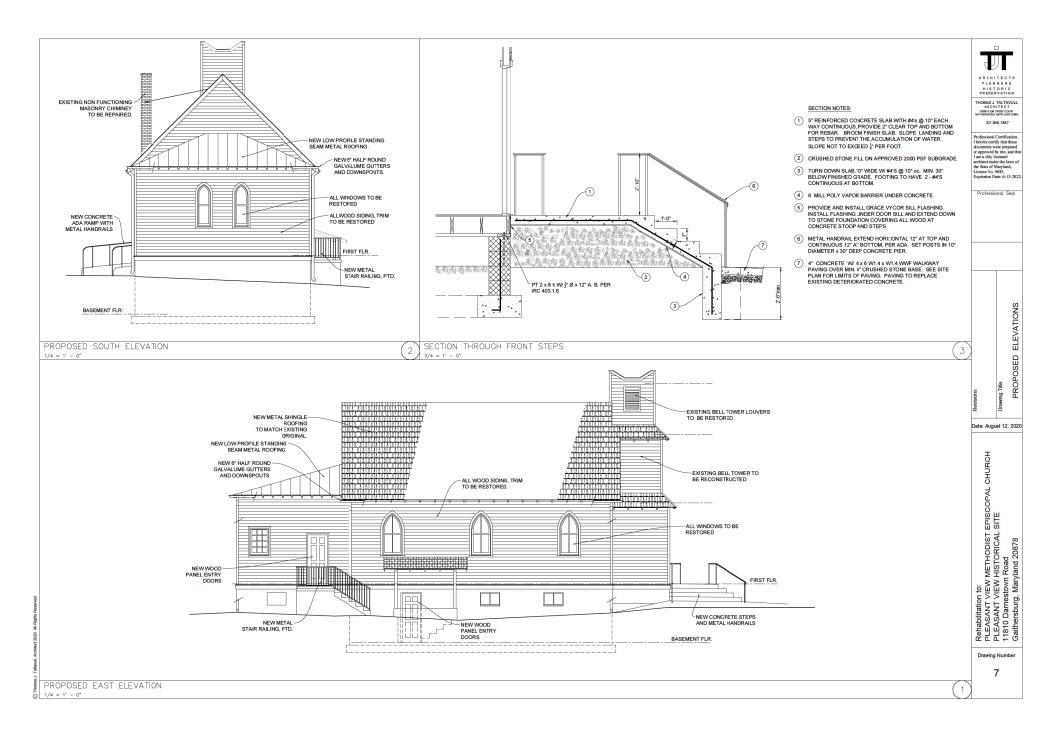


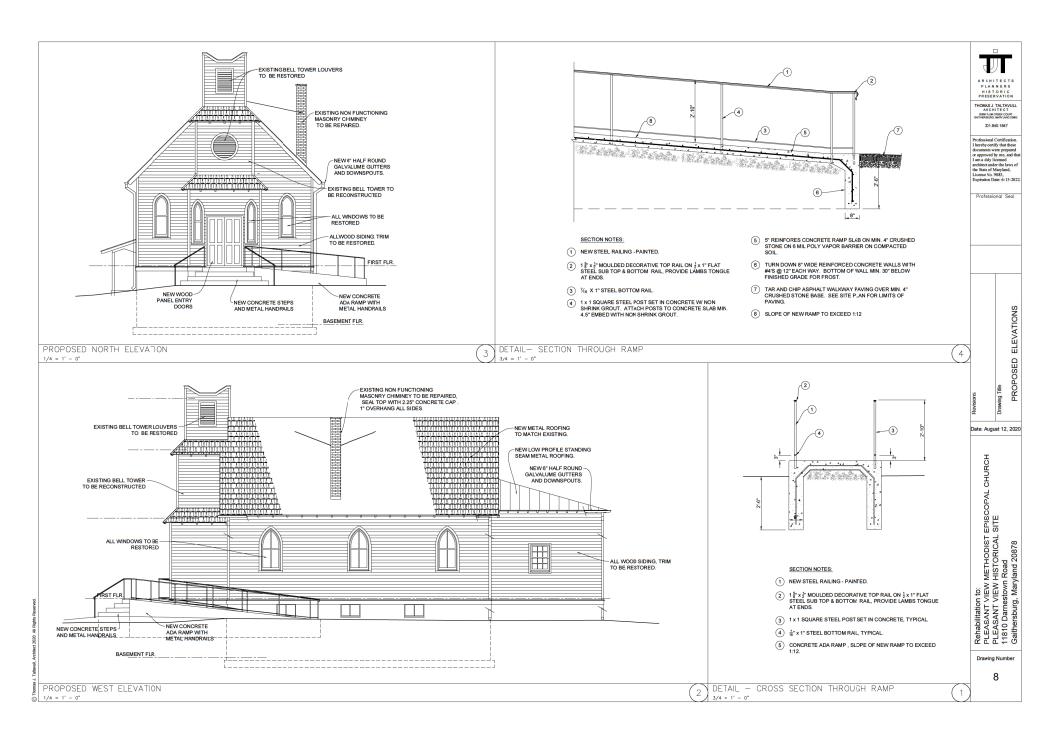




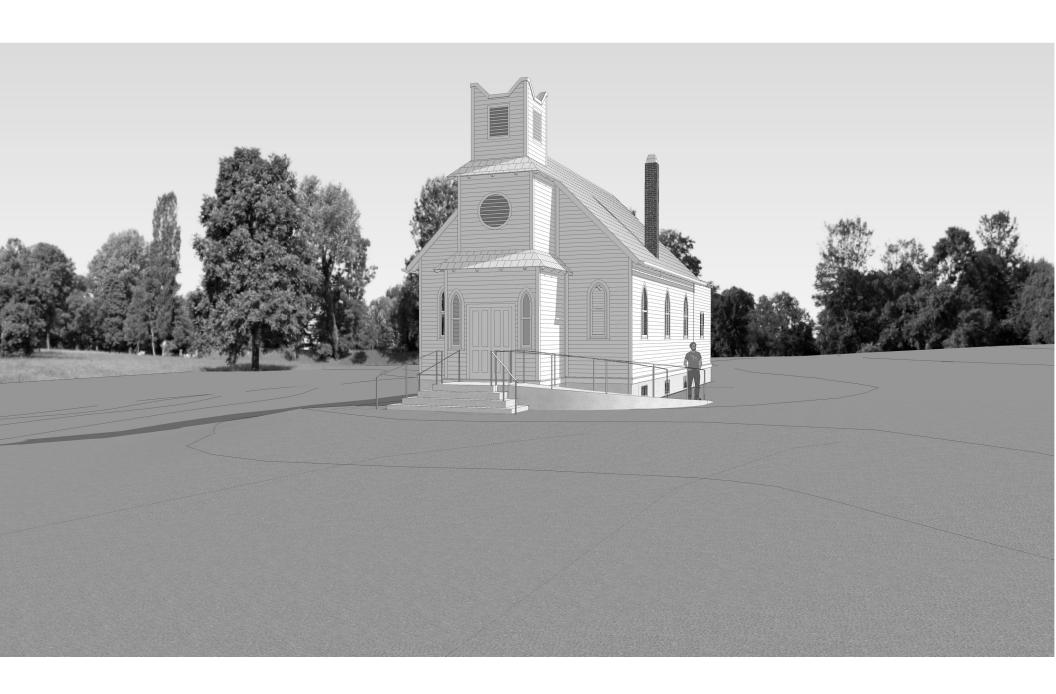








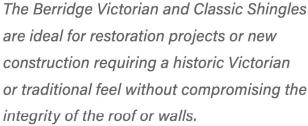




Berridge Victorian & Classic Shingles

SHINGLE SYSTEM







24 Gauge Steel

Specifications

Uses: Roof, Wall, Fascia

Finishes: Victorian or Classic embossed pattern

Fasteners: Concealed Applications: Solid sheathing Coverage: 9" wide and 12" tall

UL Classification

- Wind resistance rated
 - UL-580
 - UL-1897

Florida Product approved

Miami-Dade approved

Texas Department of Insurance listed

Installation

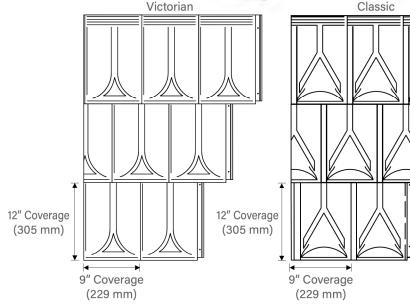
Factory formed prefinished tiles.

Pictured Above
Panel: Victorian Shingle

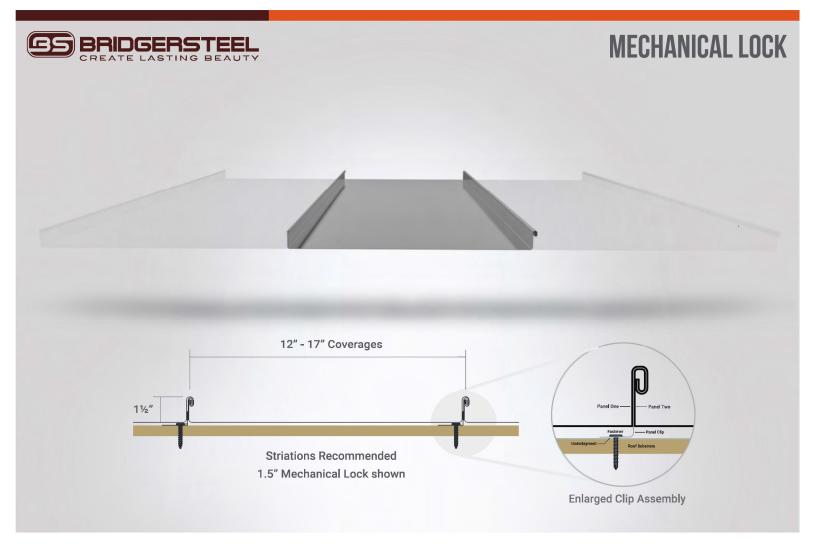
Project: Our Lady of the Lake University Architect: Munoz and Company General Contractor: Bartlett Cocke LP Installing Contractor: Brester Construction

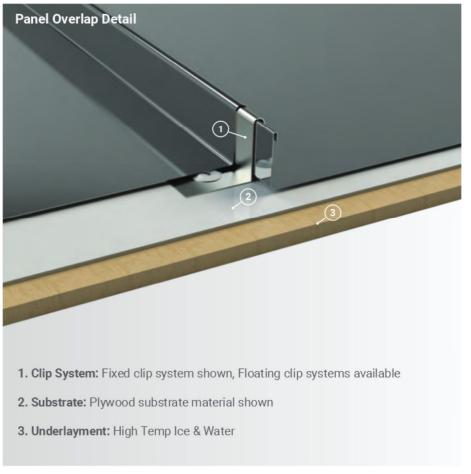
Color: Colonial Red

Pictured Right
Panel: Classic Shingle

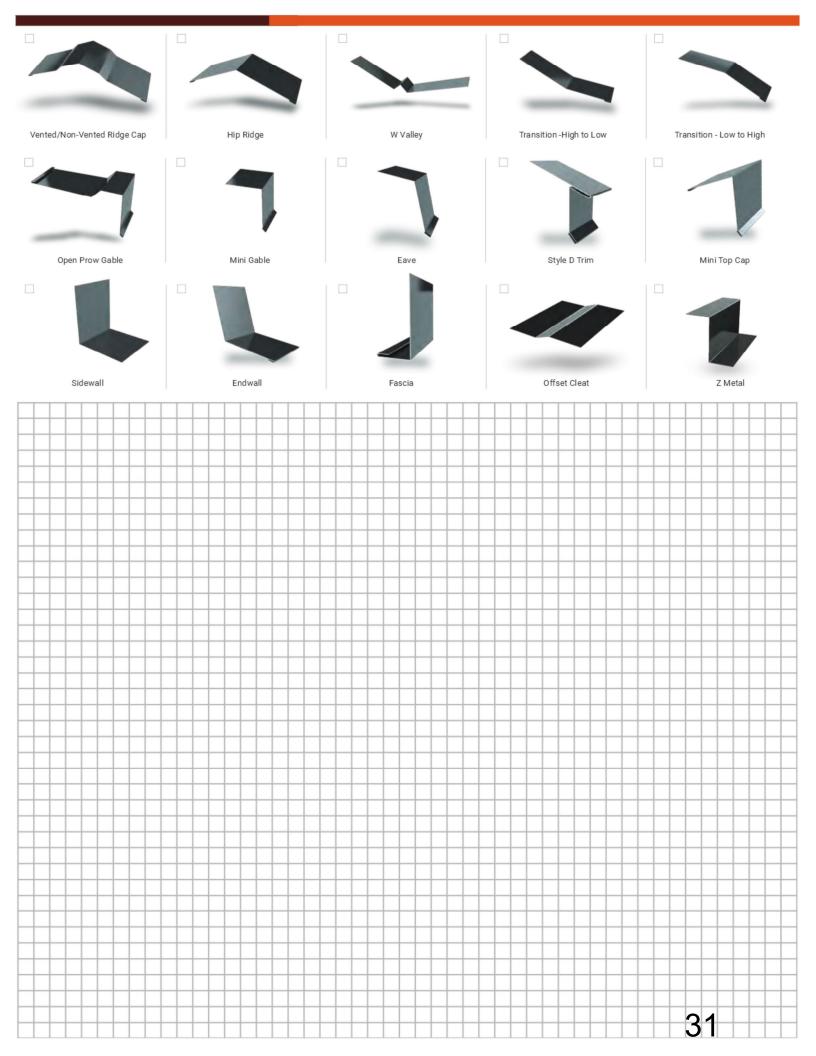








| Roof Coverage | 12"-17" |
|----------------------|-------------------------------|
| Radius Panel | Available |
| Panel Gauges | 22*, 24*, 26 |
| Fastener Options | Concealed Clip System |
| Panel Length | 3' to 100'+ |
| Rib Height | 1", or 1.5" |
| Roof Slope Minimur | n 1:12 or Greater with Mastic |
| Impact Rating | UL 2218 |
| Wind Uplift Rating | ASTM E1592 |
| Warranty | Based on Paint System |
| For more information | 1.877.783.3568 |
| * Grade 50 | Version 3.2, 4/2018 |





June 7, 2021

Thomas Taltavull TJT Architects 20650 Plum Creek Court Gaithersburg, MD 20882

Re: Pleasant View Methodist Episcopal Church, Montgomery County – Change/Alteration Maryland Historical Trust Preservation Easement FY2018 African American Heritage Preservation Program Grant FY2019 Maryland Heritage Areas Authority Grant

Dear Mr. Taltavull:

The Maryland Historical Trust (MHT) is in receipt of your additional information, received on April 26, 2021, in conjunction with the FY2018 African American Heritage Preservation Program Grant, and the FY2019 Maryland Heritage Areas Authority Grant, in response to the October 20, 2020 Director's letter. MHT's Easement Committee (Committee) reviewed the information on May 11, 2021.

Based on the review and recommendation of the Committee, I have determined the Phase I Archeology report, drawing of the ADA ramp railing, and product information for the metal shingles and standing seam metal roof sufficient to satisfy several conditions of approval granted in my October 20, 2020 Director's letter. Therefore, I grant full approval of the following work items:

- Regrade along the west elevation (Work Item #10)
- Remove existing overhead electrical wires and install new underground electrical service (Work Item #11)
- Replace the existing concrete stoop, stairs, and walkway at the north entrance, and install an ADA compliant ramp and parking space on the west elevation (Work Item #12), provided that the applicant clarify the work to the lower front stairs that run down to the ditch. If these stairs will also be removed and replaced, the area must be assessed for archeological impacts as well.
- Replace and repair the existing roofs (Work Item #14), provided that the "Victorian" shingle be used for the metal shingle replacement, the ridge detail for the hip of the roof be submitted for staff review and approval prior to installation, and that the roofs be painted.

The request to repair and repoint the brick chimney (Work Item #1), clean and repair the stone foundation (Work Item #3), repoint the addition's CMU foundation wall, rebuild its wooden crawl space panel, repair/reconstruct the concrete steps, and install an iron guardrail (Work Item #4), repair all loose siding

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and trim and replace in-kind (Work Item #5) remains conditionally approved, provided the following conditions are met:

- Repointing mortar must match the color, texture, strength, joint width, and joint profile of the existing historic mortar. This work must be accomplished in accordance with the guidance provided in *Preservation Brief 2, Repointing Mortar Joints in Historic Masonry Buildings*. Representative good quality overall and close-up color photographs of the masonry before and after repointing must be submitted to MHT for verification.
- After cleaning of the stone foundation, it is understood that an analysis of the deteriorated areas will be undertaken and an appropriate method of repair will be determined and submitted to MHT for review and approval. Approval is conditioned upon that fact.
- If significant sections of wood siding beyond a limited replacement of one or two boards is required, those conditions must be documented and submitted for review and approval prior to replacement.

This work is consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, in particular *General Rehabilitation Standards 5, 6, 7, 8, and 9*.

The request to expose and repair/rebuild the existing wall framing at the north wall of the church (Work Item #6), dismantle and rebuild the bell tower, and install a new foundation (Work Item #9) remains conceptually approved, provided the following conditions are met:

- Only the request to dismantle the bell tower is approved at this time. The bell tower must be recorded and documented prior to its removal to ensure that it will be reconstructed to match the original design. All historic features must be numbered and cataloged, carefully removed, and salvaged for reinstallation as part of the final reconstruction.
- Once the bell tower is dismantled, an analysis of the deteriorated areas in the north wall framing should be undertaken. Additional detailed scopes of work and construction details must be submitted for review and approval regarding how the bell tower will be rebuilt, the new foundation installed, and the existing wall framing at the north wall repaired/rebuilt.
- A more detailed scope of work regarding how the new foundation will be installed under the bell
 tower must be submitted for review and approval, including construction drawings, the extent of
 ground disturbance, and proposed materials.

This work is consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, in particular *General Rehabilitation Standards 6, 8, and 9*.

These approvals are valid for a period of six months from the date of this letter. Should you require additional time to complete the project, make any changes to the scope of work as approved, or have any

questions regarding this letter, please contact Casey DeHaven, Easement Administrator, by telephone at (410) 697-9545 or by email at casey.dehaven@maryland.gov.

Sincerely,

Elizabeth Hughes

Director

Maryland Historical Trust

Eliabeth Hydu

EH/CD

cc: Barbara Fisher, MHT Jen Ruffner, MHT



Larry Hogan, Governor Boyd Rutherford, Lt. Governor Robert S. McCord, Secretary Sandy Schrader, Deputy Secretary

Historic Preservation Easement Program Change/Alteration Request Application

This form is intended to be used by Maryland Historical Trust (MHT) Easement Property Owners and/or the Authorized Project Contact to initiate review of projects which require approval of the Director of the MHT as per the Deed of Easement. All Change/Alteration Request Applications must be submitted along with pertinent supplemental information in hard copy with an original signature at least one week prior to the scheduled meeting date. Easement Program staff will evaluate the application for completeness and may require additional information to facilitate review by the Easement Committee and Director. The application review period (as specified by each Deed of Easement) will not commence until Easement Program staff has deemed the application to be complete.

> Return the **Change/Alteration Request Application**, and other information to: Kate Jaffe, Administrator, Historic Preservation Easement Program Maryland Historical Trust, 100 Community Place, Crownsville, MD 21032 (410) 697-9537/kate.bolasky@maryland.gov

| Eacomont | Droporty | Inform | atian: |
|----------|----------|--------|--------|
| Easement | Property | | auon. |

| Lasement Froperty information. | | | | | | |
|--|---------------------|---------------------------------------|-----------------|----------|--------|------|
| Name of Easement Property: | Pleasant Vie | Pleasant View United Methodist Church | | | | |
| Alternative Name: | | | | | | |
| Address of Property: | 11810 Darr | nestown Road | | | | |
| | Gaithersbu | ırg, Maryland | l 20878 | County: | Montgo | mery |
| Maryland Inventory of Historic Places # (if known): M 24-13 | | | | | | |
| (for more information visit http://mht.maryla | nd.gov/research_sur | vey.shtml) | | | | |
| Scope of Easement: | X Exterior | Is the scope of | of work located | d inside | Yes | X |
| | ☐Interior | the easement | boundary? | | No | |
| What does the Easement protect? | ☐ Archaeology | | | | | |
| (Check all that apply) | | | | | | |
| | | | | | | |
| For a copy of the easement document, please contact Kathy Monday (410) 697-9575/ kathy.Monday@maryland.gov | | | | | | |

Property Owner Information:

| Name of Current Property Ow | ner: | Pleasant View United Methodist Church c/o Gerard A. Green, Jr. | | | | |
|--------------------------------------|---------------------------|--|---------------|-------------------|------------------|---|
| Address of Property Owner: | | 12410 Fellowship Lane | | | | |
| (If different than property address) | | Gaithersburg, Maryland 20878 | | Date of Purchase: | NA | |
| Work/Home Telephone: | Work/Home Telephone: 301- | | 216-4630 Fax: | | | |
| Mobile Telephone: | | | Email: | | ggreen@bwcumc.or | g |

If application is completed by someone other than owner (only complete if applicable):

| Name of Authorized Project (| Thomas J. Taltavull | | | | |
|------------------------------|---------------------|------------------------|------------|-----------------------|--|
| Relationship to owner: | Architect | | | | |
| Address of Authorized Projec | t Contact: | 20650 Plum Creek Court | | | |
| | | Gaithersburg, Mary | land 20882 | 2 | |
| Daytime Telephone: | 301-840-1847 | 7 | Fax: | | |
| Mobile Telephone: | 301-466-5272 | 2 | Email: | tom@tjtarchitects.com | |

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| Project Funding Information: | | | | | |
|---|--|--|--|--|--|
| Is this project being funded by any of the | MHT Capital Grant (FY) | | | | |
| following sources? | MHT Loan | | | | |
| | MHAA Capital Grant (FY) | | | | |
| | AAHPP Grant (FY) | | | | |
| Please check all that apply: | ☐ Historic Tax Credits (☐ Residential/☐ Commercial) | | | | |
| | Bond Bill (Chapter/Year) | | | | |
| | ☐ Other State/Federal Funding | | | | |
| | Other Funding | | | | |
| Please check that you have included t | he following information as part of your complete application: | | | | |
| Required: | As Necessary (Recommended): | | | | |
| X Change/Alteration Request Application | X Site Plan/Drawings/Plans (dated) | | | | |
| X Detailed Work Description | Product Information/Specifications | | | | |
| X Printed Photographs & CD; properly lab | peled/identified | | | | |
| | | | | | |
| | e Authorized Proposal Contact is encouraged to keep a duplicated | | | | |
| | the MHT, including photos and plans, as the MHT staff may need | | | | |
| to discuss the application with the applica | ant prior to submission to the Easement Committee. | | | | |
| | Sentative/Date: 1 Norman J. Taltarall 08/10/2020 | | | | |
| Signature of Owner or Authorized Repres | sentative/Date: 08/10/2020 | | | | |
| · ———————————————————————————————————— | | | | | |

<u>Detailed Work Description Form</u> (Include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair, and excavation)

Work Item # 1

| Architectural/Landscape feature: Brick Chimney | Describe, in detail, the proposed work and impact on existing feature: |
|---|--|
| Approximate date of feature: circa 1914 | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no.2,3,4,6 Drawing no.4,5,7&8 |
| The existing brick masonry chimney that provided a flue for wood/coal stove located in the 1914 Church. The chimney later served as as the flue for a coal fired furnace. The chimney is 49 brick courses high (11 feet) and is supported with two steel cables. Currently it has a modern metal cap. | The existing masonry chimney is in poor condition and will be inspected, repaired and re-pointed with in kind mortar. The metal base roof flashing will need to be redone. Flashing material will be in kind with existing. It is proposed to abandon the use of the chimney and cap with concrete as a new electric heat pump system will be installed. |

| Architectural/Landscape feature: | Describe, in detail, the proposed work and |
|---|---|
| Gutters and Downspouts | impact on existing feature: |
| Approximate date of feature: circa 1980's | Be sure to include details and specifications on |
| | proposed products Photo no.1-6 Drawing no. 7 & 8 |
| Describe existing feature and its condition: | Photo no.1- 6 Drawing no. 7 & 8 |
| The existing gutters are 5 inch white half round seamless aluminum. The gutters are in poor condition, with missing and damaged sections. The existing downspouts are white rectangular aluminum. The downspouts are in poor condition with some missing and damaged. Photograph taken by Michael Dwyer in 1975 shows building with half round gutters or downspouts. | The proposed work is to remove existing gutters and downspouts and replace with 6" half round and 4" diameter downspouts. Gutters and downspouts to be galvalume mill finish. |

| Architectural/Landscape feature: Concrete Rubble stone foundation under Church | Describe, in detail, the proposed work and impact on existing feature: |
|---|--|
| Approximate date of feature: 1914 | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 6 Drawing no. 7, 8 |
| The original foundation exhibits visible signs of deterioration most likely due to water intrusion for poor grading and lack of adequate roof drainage of rainwater and subsequent freeze/ thaw damage. The current foundation shows areas of parging and paint coatings. | The foundation wall under the sanctuary is in fair condition with a few exterior areas where surface spalling is present on the west wall. The entire exposed foundation wall should be cleaned using NPS Preservation Brief Number 15 as a guide. After cleaning, an analysis of the deteriorated areas will be done and an appropriate method of repair will be determined and submitted to MHT for review and approval. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: Concrete | Describe, in detail, the proposed work and |
|---|--|
| Masonry Unit Foundation Wall under 1950 Addition | |
| Approximate date of feature: | Be sure to include details and specifications on |
| circa 1950's | proposed products |
| Describe existing feature and its condition: | Photo no. 2, 3, 4 Drawing no. 7, 8 |
| The existing concrete masonry unit (CMU) foundation at the circa 1950"s walls show visible signs of mortar deterioration at the west elevation due to lack of adequate roof drainage and positive drainage. The other three walls are in good condition. The wood crawl space access panel on the east wall is in poor condition. Weed vegetation is on the east wall. East side concrete steps and railings are in poor condition. | Re-point 1950 CMU wall with appropriate mortar. Repaint walls. Rebuild wood access panel and remove invasive weed vegetation. Repair/reconstruct deteriorated concrete steps and install code compliant iron guardrail and railing at east side to match original. |

| Architectural/Landscape feature: Wood Siding and Trim at Church and Addition | Describe, in detail, the proposed work and impact on existing feature: |
|---|---|
| Approximate date of feature: 1914 & 1950's | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 1 - 8 Drawing no. 4,5,7,8 |
| The existing wood drop siding boards, trim, water table board and cap moulding at the grade level are in poor condition. Boards are loose and deteriorated due water intrusion from roof drainage system failures and deferred maintenance. | Repair all loose siding and trim boards in good condition. Remove and replace any damaged or deteriorated wood boards with in kind material to match. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: Wood wall framing | Describe, in detail, the proposed work and impact on existing feature: |
|--|--|
| Approximate date of feature: 1914 | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 1, 5, 8 Drawing no. 4, 5, 7, 8 |
| The existing wall framing at the north wall of the church which is attached to the entry Bell Tower has been structurally compromised due to the structural failure of the Tower. The gable end wall framing has bowed significantly toward the north. | Expose existing wall framing in this area and repair / rebuild. |

| Architectural/Landscape feature: Exterior Doors | Describe, in detail, the proposed work and impact on existing feature: |
|---|---|
| Approximate date of feature: Circa 1980's | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 2 Drawing no. 4 |
| The existing metal doors, frames trim at east elevations are not original . | Remove two (2) non contributing exterior metal doors, frames and trim at East elevation. Install new solid wood four panel doors, frame and trim. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: | Describe, in detail, the proposed work and |
|---|---|
| Wood and Steel windows | impact on existing feature: |
| Approximate date of feature: | Be sure to include details and specifications on |
| 1914, 1950's | proposed products |
| Describe existing feature and its condition: | Photo no. 1-4 Drawing no. 2 thru 8 |
| The east and west elevations of the church each have three gothic style arched wood two over two stain glass double hung windows and trim at the first floor. The north elevation has two similar windows. The South Elevation has two smaller stain glass one over one lancelt windows in the 1950's addition. These windows appear original to the Church and most likely were relocated to the addition. The windows are in poor condition (1914). The east has two steel basement project in windows and the west has three basement project in windows. These windows, Circa 1960's are in poor condition with painted over glazing and rusting frames. These windows are in poor condition. | All double hung wood windows to be restored to original condition. All steel basement windows will be restored to original condition. There is a wood six over six double hung window on the west elevation in the 1950's addition that will be restored and one modern vinyl clad double hung window on the east elevation in the 1950's addition, that is in good condition and it will remain as is. |

| Architectural/Landscape feature: Bell Tower | Describe, in detail, the proposed work and impact on existing feature: |
|---|---|
| Approximate date of feature: circa 1914 | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no.1- 4, Drawing no. 2 - 8 |
| The existing bell tower is in poor condition, the foundation has failed and subsquently the frame is leaning significantly to the north. The tower has pulled the church's front gable wall to north also. The condition has caused a dangerous and unsafe condition for occupancy. | It is the structural engineer's recommendation that the tower be safely dismantled and rebuilt after a new adequate foundation is installed on suitable soil. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: Existing Grades at Building | Describe, in detail, the proposed work and impact on existing feature: |
|--|---|
| Approximate date of feature: 1914 to present | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 4,6 Drawing no. 1,5,6 |
| The existing grades at the west elevation are at slight negative grade towards the foundation due to soil erosion from lack of roof drainage due to gutters failing. above the top of the foundation walls. Grades along the west wall are sloping towards the building. | The grade along the west elevation shall be adjusted minimally to provide positive slope away from foundation walls. New gutters and downspouts will be installed to prevent further erosion. |

| Architectural/Landscape feature: Overhead electrical service | Describe, in detail, the proposed work and impact on existing feature: |
|--|--|
| Approximate date of feature: 1960"s | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 1,8 Drawing no. |
| The existing overhead electrical service which terminates at the north wall. | Remove existing overhead electrical service wiring from street to electrical meter and install new underground electrical service and meter. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: | Describe, in detail, the proposed work and |
|---|---|
| Existing concrete steps and walkway | impact on existing feature: |
| Approximate date of feature: circa 1960's | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 1,2,3 Drawing no. 1 thru 8 |
| The existing concrete stoop, steps and walkway from street to north elevation front door to existing building is deteriorated with missing sections. The stoop, steps and walkway is in poor condition. | Remove existing concrete north elevation stoop, steps and walkway and install concrete stoop, steps, walk in same location. Add a new curved concrete ADA compliant ramp with iron railings and an accessible van parking parking space at west elevation in existing gravel parking lot. Parking space to be gravel tar and chip paving, color to match existing gravel parking lot. |

| Architectural/Landscape feature: Bell Tower Windows and Front Doors and Vents | Describe, in detail, the proposed work and impact on existing feature: |
|---|--|
| Approximate date of feature: Circa 1914 (windows) 1970's(Front Entry Doors) | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 1,2,8 Drawing no. 4,5,7,8 |
| The double wood flush entry doors, frame and trim on the north main entrance are not original. The doors are non contributing features. There are two original narrow stain glass lancelt windows flanking the entry door. These windows are in poor condition. There is a circular wood vent in 1914 Church on the north elevation of the tower above the front door and three vents on the east, north and west elevations at the top. These vents are in poor condition. | New double wood four panel entry doors, frame and trim on the north main entrance will be installed, trim shall match existing window trim profile. The two original narrow stain glass lancelt windows flanking the entry doors will be restored to original condition. These windows are in poor condition. There is a circular wood vent and three vents on the east, north and west elevations at the top will be restored. The windows and vents will be removed and restored off site while the bell tower is be reconstructed. |

^{*} Please print this page again to include as many work items as necessary.

| Architectural/Landscape feature: Roofing | Describe, in detail, the proposed work and impact on existing feature: | | | | | |
|---|---|--|--|--|--|--|
| Approximate date of feature: 1914 Church/Bell tower & 1950's addition | Be sure to include details and specifications on proposed products | | | | | |
| Describe existing feature and its condition: | Photo no.1-8 Drawing no. 4,5,7,8 | | | | | |
| The existing roofing shingles on the church and bell tower are galvanized steel 9" x 12", Victorian Style wishbone pattern. The shingles are in a deteriorated rusted condition and need complete replacement. The 1950's addition has asphalt shingle roofing has passed it's service life and needs replacement. | The proposed work is to replace the roofing, repair any damaged sheathing,install new underlayment and new matching in kind galvanized steel metal shingles. See attached shingle product specifications. It is proposed to replace the asphalt shingle roofing with a low profile standing seam metal roof and install new wall flashing where the addition meets the church gable end wall. | | | | | |

| Architectural/Landscape feature: Interior structural repairs | Describe, in detail, the proposed work and impact on existing feature: |
|---|--|
| Approximate date of feature: 1914 | Be sure to include details and specifications on proposed products |
| Describe existing feature and its condition: | Photo no. 9,10 Drawing no. 2,3,6 |
| The interior basement beams, posts and floor framing shows signs of insect damage and rot in several areas. A modern stair from the first floor to the basement that has a hinged door to allow access is in poor condition and is not safe. Modern drywall hvac duct chase adjacent to original masonry chimney flue is inappropriate. | Make necessary structural repairs with in kind replacements per structural details. Remove stair and access door and infill with in kind floor framing to match original framing, patch wood flooring to match original and restore to original condition. Remove hvac drywall duct chase to expose original chimney, infill floor framing and patch wood floor, plaster wall and ceiling to match original configuration and condition. |

^{*} Please print this page again to include as many work items as necessary.

NOT SUBJECT TO RECORDATION TAX PURSUANT TO MARYLAND ANNOTATED CODE, TAX-PROPERTY ARTICLE, SECTION 12-108(a)

NOTICE: THIS DEED OF EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

Montgomery County Account Identifier: Ward , Section , Block , Lot

Tax Map ES62, Parcel P560 Tax I.D. No.:06-00397915

MONTGOMERY COUNTY, MD

APPROVED BY.

MAR 3 1 2021

RECORDATION TAX PAID TRANSFER TAX PAID

DEED OF PRESERVATION EASEMENT

THIS DEED OF PRESERVATION EASEMENT ("Preservation Easement"), is entered into, effective as of the Recordation Date (defined herein), by and between PLEASANT VIEW UNITED METHODIST CHURCH, a Maryland Religious Corporation, having an address at 12410 Fellowship Lane, Gaithersburg, Maryland 20878 (the "Owner"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "State"), having a current address at 100 Community Place, Third Floor, Crownsville, Maryland 21032 ("MHT").

RECITALS

WHEREAS, MHT is a body corporate and instrumentality of the State of Maryland, created pursuant to Part II of Title 5A of the State Finance and Procurement Article, Annotated Code of Maryland for the purpose of preserving, protecting, and enhancing districts, sites, buildings, structures and objects of significance in the prehistory, history, upland and underwater archeology, architecture, engineering, and culture of the State.

WHEREAS, Owner owns in fee simple 3 acres, more or less, of certain real property located at 11810 Darnestown Road, Gaithersburg, Maryland 20878 in Montgomery County, Maryland, which was conveyed to the Owner by Deed dated February 22, 1984 and recorded among the land records of Montgomery County (the "County"), Maryland (the "Land Records"), in Liber 6370, Folio 665, as more particularly described in Exhibit A, attached hereto and incorporated herein.

WHEREAS, the real property is improved by the historic structures known as the former Pleasant View Methodist Episcopal Church #2 and Quince Orchard Schoolhouse, and certain historic accessory structures as listed, described, or depicted in the Baseline Documentation (defined in Article II of this Preservation Easement), which, individually, are referred to herein as a "Structure" and collectively as the "Structures." The above described real property and the Structures, saving and excepting the cemetery area further described in Exhibits D and E, attached hereto and incorporated herein, are referenced herein together as the "Property".

WHEREAS, as detailed in the Maryland Inventory of Historic Properties, Inventory No. M: 24-13, the Property contributes significantly to the historic, architectural, aesthetic and cultural character of the County and the State, and is listed or eligible to be listed in the Maryland Register of Historic Properties.



WHEREAS, in accordance with Chapter 22 of the Laws of Maryland 2017 (the "Act"), and the terms and conditions of a letter of approval from the Department of General Services on behalf of the Maryland Board of Public Works (the "BPW") to the Owner, and further pursuant to a Capital Project Grant Application submitted by Owner, the BPW has approved a grant in the amount of up to Two Hundred Thousand Dollars (\$200,000.00) (the "BPW Grant"), to be made to the Owner for the purpose of financing, in part, the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement and capital equipping of the historic Quince Orchard Colored School.

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that the Owner, as owner of the Property, convey a preservation easement in form, substance and duration acceptable to MHT, a requirement that this perpetual Preservation Easement satisfies.

WHEREAS, in accordance with the terms and conditions of (i) a grant agreement entered into between the Owner and the Maryland Heritage Areas Authority ("MHAA") dated February 8, 2019 (the "MHAA Grant Agreement"), MHAA has approved a grant from the Maryland Heritage Areas Authority Program in the amount of One Hundred Thousand Dollars (\$100,000.00) to be made to the Owner for the purpose of financing, in part, preservation and rehabilitation of the former Pleasant View Methodist Episcopal Church #2; and (ii) a grant agreement entered into between the Owner and MHT dated June 27, 2018 (the "AAHPP Grant Agreement"), MHT has approved a grant from the African American Heritage Preservation Program in the amount of One Hundred Thousand Dollars (\$100,000.00) to be made to the Owner for the purpose of financing, in part, exterior rehabilitation of the church and bell tower, including structural stabilization, foundation work, repointing, painting, carpentry work, repair / replacement of roofing, sheathing, gutters and downspouts; repair / rebuilding of tower; site work; and architectural, engineering and consulting services. The MHAA Grant Agreement and the AAHPP Grant Agreement are referenced herein together the "Grant Agreements".

WHEREAS, as a condition of the Grant Agreements, the Owner is required to convey a preservation easement on the Property, in form, substance and duration acceptable to MHT, a requirement that this perpetual Preservation Easement satisfies.

WHEREAS, in recognition of the Preservation Attributes as defined below, and to promote and further the preservation and conservation of the Property and its historic, architectural, aesthetic and cultural character, Owner intends to grant this perpetual Preservation Easement over the Property, thereby restricting and limiting certain activities on and uses of the Property as provided in this Preservation Easement.

WHEREAS, this Preservation Easement applies to, among other things, the Exterior Features of the Structures.

WHEREAS, MHT is possessed with the power and duty to accept, hold and administer this Preservation Easement, and intends to do so exclusively for preservation purposes.

WHEREAS, the Owner acknowledges and accepts that MHT will apply the Secretary of the United States Department of the Interior's Standards for the Treatment of Historic Properties, as set forth in Part 68, Title 36, Code of Federal Regulation, or comparable standards as may be developed, amended or revised from time to time (the "Secretary of the Interior's Standards"), as interpreted by MHT, to MHT's administration and enforcement of this Preservation Easement.

AGREEMENT

- A. The above Recitals are incorporated as if fully set forth herein. As an absolute gift for no monetary consideration (\$0.00), but in consideration of the facts stated in the above Recitals and the covenants, terms, conditions and restrictions in this Preservation Easement, Owner hereby unconditionally, irrevocably and voluntarily grants and conveys unto MHT, its successors and assigns, forever and in perpetuity, with Special Warranty of Title, this Preservation Easement in the Property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging.
- B. This Preservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article VI, runs with the land as an incorporeal interest in the Property, and is enforceable by MHT against Owner and Owner's personal representatives, heirs, successors and assigns.

ARTICLE II. PRESERVATION PURPOSE

- A. Preservation of the Property shall be in conformance with the provisions of this Preservation Easement, the purpose of which is to protect, preserve and enhance the Property's preservation attributes (the "Preservation Purpose"). The preservation attributes are those Structures, character defining Exterior Features of Structures, and other details that give the Property its historic, architectural, aesthetic and cultural character (the "Preservation Attributes").
- B. The Preservation Attributes are further represented, detailed or depicted in **Exhibits B** and **C** (together, the "**Baseline Documentation**"). Exhibit B consists of a site plan or survey of the Property. Exhibit C, totaling 87 pages, consists of a four-page schedule of documents, photographs of selected portions of the Property, and/or other materials depicting Structures, character defining Exterior Features, and other details representative of the Property's Preservation Attributes. The materials listed on the schedule are not recorded herewith, but are and will be kept on file at MHT's principal office or at the Maryland State Archives, and are fully and completely incorporated by reference into this Preservation Easement as though recorded herewith. The Baseline Documentation might not detail or depict every singular, individual and unique character defining feature or detail that comprise the Preservation Attributes.
- C. Following completion of the Property, or other significant alteration of the Property as determined by MHT, MHT may elect to modify and update the Baseline Documentation to accurately depict the then current condition of the Preservation Attributes. The updated Baseline Documentation shall be identified as **Exhibits B-1 and C-1**, and shall be kept on file at MHT's principal office or at the Maryland State Archives. MHT shall promptly notify Owner when it files **Exhibits B-1 and C-1**, and shall provide to Owner copies of **Exhibits B-1** and **C-1**. Once **Exhibits B-1 and C-1** have been filed, all references in this Preservation Easement to **Exhibit B** shall mean **Exhibit B-1** and to **Exhibit C** shall mean **Exhibit C-1**.

ARTICLE III. LAND USE AND FEATURES

- A. <u>General</u>. This Article sets forth certain specific restrictions, prohibitions, requirements, and permitted activities and uses under this Preservation Easement, and identifies certain specific undertakings, activities and uses for which the Owner must notify MHT and receive from the Director express written approval in accordance with Article IV. In addition to these specific undertakings, activities and uses, the Owner must notify MHT and receive from the Director express written approval if the Owner believes, or reasonably should believe, that a completed, contemplated or planned undertaking, activity or use on or of the Property may have a significant effect upon the Preservation Purpose or the Property.
 - B. <u>Defined Terms</u>. The following terms, as used in this Article and throughout this Preservation

Easement, shall have the following meaning:

- (1) "Casualty Loss" means loss by fire or other hazard and casualties typically covered by a standard all-risks policy of hazard insurance that includes vandalism and malicious mischief endorsements.
- (2) "Construction" means any construction, reconstruction, improvement, enlargement, painting and decorating, alteration, actual or exploratory demolition, maintenance or repair of any Structure, or part thereof.
- (3) "Exterior Features" include, but are not limited to: (i) the exterior design, composition and surfaces of a Structure, including the architectural style, general design and arrangement, color, finish, appearance, kind and texture of the Structure's exterior building materials and (ii) the type, building material and style of windows, doors, light fixtures, signs and other character defining exterior components of a Structure, as determined by MHT. A feature does not have to be original to a Structure to be an Exterior Feature.
- (4) "Interior Features" include, but are not limited to: (i) the interior design, composition and surfaces of a Structure, including the architectural style, general design and arrangement, color, finish, appearance, kind and texture of the Structure's interior building materials and (ii) the type, building material and style of windows, doors, light fixtures, and other character defining interior components of a Structure, as determined by MHT. A feature does not have to be original to a Structure to be an Interior Feature.
 - (5) "Recordation Date" means the date this Preservation Easement is recorded in the Land Records.
 - C. <u>Maintenance</u>, Repair and Administration.
- (1) Owner shall maintain, repair and administer the Property, including the Property's grounds, Structures, the Exterior Features of Structures, and other Preservation Attributes, in good, clean and safe condition, and in a manner consistent with and in furtherance of the Preservation Purpose.
- (2) Subject to the requirements of Paragraphs D.(1) and D.(2) of this Article, the Owner may, without the prior express written approval of the Director of the Maryland Historical Trust (the "Director"), cause, permit or suffer maintenance, repair, repainting or refinishing on or to the Property's Preservation Attributes including, but not necessarily limited to, the Property's grounds, Structures, or the Exterior Features of Structures if such maintenance, repair, repainting or refinishing is necessary to correct damage or conditions that result from Casualty Loss or ordinary wear and tear; provided that such maintenance, repair, repainting or refinishing is performed in a manner that does not negatively impact the Preservation Attributes or the Preservation Purpose, as may be determined by the Director at the Director's sole discretion.
- (3) Owner shall not permit or allow, through neglect or a failure to maintain or repair, deterioration or constructive demolition (i.e. demolition-by-neglect) of the Property's grounds, Structures, the Exterior Features of Structures, or other Preservation Attributes.
 - D. Changes and Alterations to the Property.
- (1) Owner shall not, without the prior express written approval of the Director, cause, permit or suffer: (i) ground disturbance on the Property as further detailed in Paragraph E. of this Article; (ii) demolition of any Structure or part thereof; (iii) Construction on the Property that alters or changes any of the Property's Preservation Attributes; or (iv) replacement, of any kind, of any Exterior Features of any Structure.
 - (2) Owner shall not, without the prior express written approval of the Director, cause, permit or suffer

the construction or erection of any new structure or improvement on the Property. The Property shall include only those Structures which are as of the Recordation Date located on the Property, as listed, described, or depicted in the Baseline Documentation. Owner and MHT acknowledge and affirm that all those Structures located on the Property as of the Recordation Date are listed, described, or otherwise depicted in the Baseline Documentation.

- E. Archeological Resources. Owner shall not, without the prior express written approval of the Director, cause, permit or suffer any grading, excavation, tree removal that includes root removal, subsoiling, drainage improvement, plowing or tilling of land not previously plowed or tilled for agricultural purposes, or any other undertaking that may materially disturb the surface or subsurface or otherwise alter the topography of the Property's grounds. Prior to approving a ground disturbance, the Director may require the Owner to: (i) modify or relocate the undertaking in order to avoid, reduce or mitigate impacts on archeological deposits; (ii) perform and report to the Director, in accordance with applicable and contemporary professional standards, an archeological survey of the area to be disturbed to identify and determine whether any significant archeological deposits are located in the area; and/or (iii) produce to the Director a written report by a qualified archeologist that documents archeological research or study of the proposed ground disturbance. If deemed necessary by the Director as a condition of an approval for a disturbance, the Owner shall conduct archeological excavation, curation, documentation and reporting of affected archeological deposits, all in accordance with applicable and contemporary professional standards and in a form and of substance satisfactory to the Director.
- F. <u>Viewshed Protection</u>. Owner shall not, without the prior express written approval of the Director, erect, construct, assemble, or plant on the Property visual screens or barriers, including, without limitation, fences, walls, berms or dense hedges, that might obstruct the substantial and regular opportunity of the public to view the exterior of Structures from adjacent publicly accessible areas.
- G. <u>Public Access</u>. Owner shall make the exterior of the Property and the Structures open to the public a minimum of two (2) days per year, from 10:00 a.m. to 5:00 p.m. each day. In addition, upon request, and subject to reasonable limitations, Owner shall permit scholars, researchers and other persons associated with educational institutions, historical societies or other groups or organizations having particular interest in historic preservation access to the exterior of the Property and the Structures. Any public admission or access may be subject to such restrictions and limitations, as approved by MHT, reasonably designed for the protection and maintenance of the Property and the Structures.
- H. Reserved Rights Exercised to Minimize Impacts. All rights reserved by Owner or activities not prohibited by this Preservation Easement shall be exercised so as not to negatively impact the Preservation Purpose or the Preservation Attributes. The determination as to whether the exercise of a right or the conduct of an undertaking, activity or use negatively impacts the Preservation Purpose or a Preservation Attribute shall be at the sole discretion of the Director.

ARTICLE IV. MHT APPROVAL PROCESS

A. Request for Approval. Article III of this Preservation Easement provides that before Owner commences certain undertakings, activities or uses, the Owner must receive from the Director express written approval for the undertaking, activity or use. Whenever the Director's prior written approval is required, Owner shall submit in writing to the Director a request that includes a written and visual description of the contemplated undertaking, activity or use. The submission shall include such plans, drawings, photographs, written specifications,

identification and description of materials, and other such information or material as the Director, or the Director's designee, may determine necessary to consider and evaluate the request. The Owner's submission shall be made to the Director prior to commencement of the undertaking, activity or use, and in advance of, or concurrent with, submission by the Owner of any application for any required federal, State, or local government permit or approval.

- B. <u>Sufficiency of Request</u>. The Director or the Director's designee may review any request made pursuant to Paragraph A. of this Article for purposes of determining if the information and materials submitted are sufficient for the Director to make a determination on the request, and, after conducting such review, may require the Owner to submit additional information or materials. The Director or the Director's designee shall deem the request complete once the Director receives from the Owner all information and materials that the Director or the Director's designee deems necessary to make a determination on the request.
- C. Review and Determination. In reaching a determination on a request made pursuant to this Article, the Director shall consider the provisions of this Preservation Easement, and shall grant or deny the request based upon the Director's sole discretion as to whether the requested undertaking, activity or use conforms with the Preservation Purpose, as may be informed by the Secretary of the Interior Standards. The Director may approve a request in whole or in part, may require changes, amendments or additions to a request as condition of an approval, or may deny a request.
- D. <u>Notice of Determination</u>. The Director shall, by written notice dated not later than forty-five (45) days after the Director's receipt of a request under Paragraph A. of this Article, inform Owner of the Director's determination on Owner's request. A request shall be denied if the Director or Director's designee determines that the request is not sufficient under Paragraph B. of this Article, and such denial shall describe the additional documentation Owner is required to submit in a new request. The Director's approval of Owner's request is deemed to be given if the Director does not provide written notice of the Director's determination on the request by the deadline date established under this Paragraph.
- E. <u>Appeal</u>. In any event where the Director denies Owner's request, in whole or part, Owner may appeal the denial to the Board of Trustees of the Maryland Historical Trust (the "**Board**"), or its successor. Owner's appeal shall be made by written notice to the Director within forty-five (45) days of receipt by Owner of the Director's written notice under Paragraph D. of this Article. The decision of the Board on an appeal is final, and is not reviewable by or appealable to any administrative or judicial agency, entity or body.

ARTICLE V. ENFORCEMENT AND REMEDIES

- A. <u>Inspection</u>. MHT, and its employees and agents, shall have the right to enter the Property at reasonable times and on reasonable notice to Owner for the purpose of inspecting, photographing, and surveying all portions of the Property, including the exterior of the Structures as may be necessary for MHT to determine whether the Owner is in compliance with the provisions of this Preservation Easement. MHT shall provide prior notice of the date and time of an inspection to Owner, unless MHT determines that immediate entry is necessary to prevent, terminate or mitigate a suspected or actual violation of this Preservation Easement which poses a serious or potentially permanent threat to a Preservation Attribute, in which latter case prior notice is not required.
- B. Remedy. MHT may institute suit to: (i) enjoin any breach or enforce any provision of this Preservation Easement by ex parte, temporary, and/or permanent injunction; (ii) require in the event of a breach that the Property be restored promptly to a condition required by this Preservation Easement; and/or (iii) enter upon the Property, correct any breach, and hold Owner responsible for resulting costs to MHT. Before instituting any such suit, MHT shall give notice to Owner of the suspected or actual breach of this Preservation Easement, and provide a reasonable time for cure of the breach; provided, however, that MHT need not give such notice and opportunity

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to cure if MHT determines that immediate action is necessary to prevent, terminate or mitigate a suspected or actual breach which poses a serious or potentially permanent threat to a Preservation Attribute. MHT's remedies as set forth in this Paragraph are cumulative and shall be in addition to any other rights and remedies available to MHT at law or equity. If Owner is found by a court exercising jurisdiction to have breached any provision of this Preservation Easement, Owner shall reimburse MHT for any costs or expenses incurred by MHT to remedy the breach, including court costs and reasonable attorneys' fees.

C. <u>Waiver</u>. No waiver of any term or condition of this Preservation Easement shall have any force or effect unless the waiver is in writing and approved by the Owner and MHT. Absent such written waiver, no failure or delay on the part of MHT to enforce any provision or actual or suspected breach of this Preservation Easement shall waive, discharge or invalidate a provision of this Preservation Easement or affect the right of MHT to enforce an actual or suspected breach, or a subsequent breach, in accordance with Paragraph B. of this Article. The failure of MHT to inspect the Property in accordance with Paragraph A. of this Article does not constitute a waiver by MHT of any right under this Preservation Easement.

ARTICLE VI. OTHER RIGHTS, DUTIES AND WARRANTIES

- A. <u>Transfer of Ownership or Possession</u>. Owners retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property. At least thirty (30) calendar days prior to the closing of any conveyance or transfer of a fee simple or other possessory interest in the Property, or part thereof, Owner shall (i) notify MHT in writing of the names and addresses of all persons or entities to whom the Owner intends to convey or transfer the interest and (ii) provide notice of the existence of this Preservation Easement to all such persons or entities. These requirements shall be in addition to, and not a substitute for, the notice requirements established under Section 10-705(f) of Real Property Article, Annotated Code of Maryland, or such other comparable provision of law as it may be amended or revised from time to time. Owner shall further make verbatim or specific reference to this Preservation Easement in a separate paragraph of any deed or other legal instrument by which Owner divests or conveys a fee simple or other possessory interest in the Property.
- B. <u>Subordination</u>. Owner certifies that all mortgages, deeds of trust, or other liens (collectively "**Liens**"), if any, affecting the Property are subordinate to, or shall at time of recordation of such Lien become subordinate to, the rights of MHT under this Preservation Easement. Owner has provided, or shall provide, a copy of this Preservation Easement to all mortgages of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "**Lienholders**") currently encumbering the Property or which will affect the Property prior to the recording of this Preservation Easement, and shall also provide notice to MHT of all such Liens. If required by MHT, each of the Lienholders shall agree to subordinate its Lien to this Preservation Easement prior to recordation of this Preservation Easement, either by signing a subordination agreement in the form attached to this Preservation Agreement as <u>Exhibit D</u>, which subordination agreement shall become a part of this Preservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.
- C. <u>Insurance</u>. Owner shall maintain property and liability insurance for the Property including the Structures. Insurance policy coverage shall provide for: (i) the full replacement value of the Structures against Casualty Loss, including, without limitation, loss from the perils commonly insured under standard fire and extended coverage policies; and (ii) comprehensive general liability insurance against claims for personal injury, death, and property damage. Said insurance policy shall include change in condition coverage, in form and amount sufficient to fully repair damage to the Structures and the Property without cost or expense to Owner or contribution or coinsurance from Owner, save standard deductibles. Insurance shall name MHT as an additional insured, with the right of cancellation notice from the insurance carrier at least fifteen (15) days before cancellation of such insurance.

- D. <u>Real Property Taxes</u>. Except to the extent that may be provided for by State or local law, nothing in this Preservation Easement shall relieve Owner of the obligation to pay taxes in connection with the ownership or transfer of the Property.
- E. <u>Warranties</u>. The Owner of the Property on the Recordation Date ("Original Owner") is the sole owner of the Property in fee simple as of the Recordation Date and has the right and ability to convey this Preservation Easement to MHT. The Original Owner warrants that the Property is free and clear of all rights, restrictions, and encumbrances, other than those subordinated to this Preservation Easement or otherwise specifically agreed to in writing by the MHT.
- F. <u>Continuing Duties of Owner.</u> For purposes of this Preservation Easement, "Owner" or "Owners" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Owner or other successor owners preceding the current fee simple owner(s) of the Property, except that if any preceding owners violated any provision of this Preservation Easement, both the current fee simple Owner(s) and the preceding owners shall be liable therefor.
- G. <u>Transfer by MHT</u>. MHT agrees that it will hold this Preservation Easement exclusively for preservation purposes and that it will not transfer this Preservation Easement whether or not for consideration, except that, subject to provisions of applicable law, MHT may assign or transfer its interest in this Preservation Easement to a qualifying governmental unit or organization.
- H. <u>Use of Photography</u>. Inspection pursuant to Paragraph A of Article V of this Preservation Easement shall, as deemed necessary by MHT, include photographic or video documentation of the Property. Owner grants to MHT permission to use such photographs or videos, and any other photographs, videos, drawings or visual depictions of the Property possessed by MHT, for any purposes that MHT deems necessary or appropriate, including without limitation, publication in magazines, newsletters, promotional materials and other print, television or electronic media, and for uses including without limitation, preservation, education and publicity purposes.

ARTICLE VII. EXTINGUISHMENT

As set forth in Article I, this Preservation Easement is granted in perpetuity. The Original Owner and MHT have determined that the Preservation Attributes constitute a valued public purpose worthy of permanent protection. As such, this Preservation Easement may be extinguished only due to extraordinary circumstances and only as set forth in this Article.

- A. <u>Judicial Extinguishment</u>. This Preservation Easement may be extinguished by an order of a Maryland court of competent jurisdiction issued upon the joint request of Owner and MHT, if, as determined by MHT in its sole discretion: (i) the Preservation Attributes have been deteriorated or damaged to the extent that this Preservation Easement no longer serves the Preservation Purpose; or (ii) the conditions on or surrounding the Property have changed such that it is impossible or impractical that continued adherence to the provisions of this Preservation Easement will serve or fulfill the Preservation Purpose. In the event of any sale of all or a portion of the Property after such extinguishment, Owner and MHT shall share any net proceeds resulting from such sale in accordance with Paragraph C of this Article. Net proceeds shall also include without limitation, net insurance proceeds. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.
- B. <u>Condemnation</u>. This Preservation Easement may be extinguished through condemnation proceedings if condemnation of a part or all of the Property by a public authority renders it impossible or impractical to fulfill the Preservation Purpose, as determined by MHT in its sole discretion. MHT may, at its option, join in

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condemnation negotiations or proceedings at any time for purposes of objecting to the condemnation and to recover the value of its interests in the Property and all incidental or direct damages resulting from the condemnation. All expenses reasonably incurred by the parties to this Preservation Easement in connection with condemnation proceedings shall be paid out of the condemnation award.

C. <u>Proceeds; Percentage Interests</u>. On the Recordation Date, this Preservation Easement gives rise to a real property interest in the Property, vested in MHT, which shall entitle MHT to an allocated portion of the proceeds in the event of a judicial extinguishment or condemnation under Paragraphs A or B of this Article (any judicial extinguishment proceeds or condemnation proceeds are the "Net Proceeds"). The portion of Net Proceeds which shall be allocated to MHT ("MHT's Allocation") shall be calculated utilizing the following formula, where a equals Net Proceeds, b equals the Property's fair market value before the Recordation Date (without consideration for or deduction for the value of the Preservation Easement), and c equals the Property's fair market value after the Recordation Date (with consideration for or deduction for the value of the Preservation Easement):

MHT's Allocation =
$$a \times \left[\frac{(b-c)}{b}\right]$$

If this Preservation Easement is terminated in whole or in part, whether by judicial extinguishment or condemnation, as respectively described in Paragraphs A and B of this Article, MHT shall be entitled to MHT's Allocation. This paragraph is subject to Section 12-104(g) of Real Property Article, Ann. Code of Maryland, or such other comparable provision of law as may be amended or revised from time to time.

ARTICLE VIII. MISCELLANEOUS

- A. <u>Modification</u>. Owner and MHT recognize that circumstances may arise that justify a modification of certain provisions contained in this Preservation Easement. Owner and MHT have the right to agree to modify this Preservation Easement, provided, however, that:
 - (1) The modification will not create private inurement or private benefit;
- (2) As determined by MHT, the modification, as proposed, (i) either enhances or has no adverse effect on the Preservation Purpose and (ii) upholds MHT's obligation to protect the Property;
- (3) The modification is in conformance with all applicable MHT policies in effect at the time of the modification; and
 - (4) The modification is recorded among the Land Records.

This Preservation Easement shall only be modified as mutually agreed upon by the Owner and MHT and neither the Owner nor MHT shall, under any circumstance, be obligated to (i) agree to a modification or (ii) consult or negotiate regarding a modification. Owner shall be responsible for paying all costs and expenses, including attorneys' fees and court costs, arising from Owner's request to modify this Preservation Easement.

B. <u>Notice</u>. Any notice required to be given by this Preservation Easement to the Owner shall be addressed to the Owner as follows:

Pleasant View United Methodist Church 12410 Fellowship Lane Gaithersburg, Maryland 20878

and to:

Pleasant View United Methodist Church Attn: Resident Agent, Gerard A Green, Jr. 12410 Fellowship Lane Gaithersburg, Maryland 20878

or to such other address as the Owner may from time to time designate by notice to the Director; or to MHT or the Director shall be addressed to the Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to such other address as the Director may from time to time designate by notice to the Owner.

- C. <u>Compliance with Other Laws</u>. The provisions of this Preservation Easement do not replace, abrogate or otherwise set aside any local, State or federal laws, requirements or restrictions, whether existing at the time of this Preservation Easement or as subsequently enacted or adopted, that might impose limitations on the use of the Property. In the event that any applicable legal requirement imposes affirmative obligations, which if complied with by Owner, would be a violation of a provision of this Preservation Easement, Owner shall: (i) if said requirement directs a specific act which does not permit the exercise of any discretion on the part of Owner, give MHT written notice of Owner's intent to comply at least forty-five (45) calendar days before the Owner commences any undertaking necessary for compliance; or (ii) if said requirement permits the exercise of some discretion by Owner on how to comply, use the method most protective of the Preservation Attributes and give MHT written notice of Owner's intent to comply at least forty-five (45) calendar days before the Owner commences any undertaking necessary for compliance. Any notice to MHT under this provision shall be subject to the requirements of Article IV.
- D. <u>Construction and Governing Law.</u> This Preservation Easement shall be construed to promote the purposes of the statutes creating and governing MHT, the purposes of Section 2-118 of the Real Property Article, Annotated Code of Maryland and the Preservation Purpose. This Preservation Easement shall be governed by and interpreted under the laws of the State of Maryland, and any ambiguities and questions of validity of a specific provision shall be resolved in a manner consistent with the Preservation Purpose. The common law principles of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to this Preservation Easement.
- E. <u>Indemnification</u>. Owner shall defend, indemnify and hold MHT harmless from any liability, costs, attorneys' fees, judgments or expenses to MHT or any of MHT's officers, employees, agents or independent contracts resulting or caused in any way by reason of MHT's acceptance of this Preservation Easement, including, without limitation, from actions or claims of any nature by third parties, whether asserted under Federal, State or local law, arising from a breach of this Preservation Easement by Owner, or arising out of the ownership, possession, or exercise of rights under this Preservation Easement.
- F. Entire Agreement and Severability. This instrument sets forth the entire agreement between the Owner and MHT with respect to the Preservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Preservation Easement. If any provision is found to be invalid, the

remainder of the provisions of this Preservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

- G. <u>Joint and Several</u>. If Owner at any time owns the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Preservation Easement.
- H. <u>Recordation</u>. MHT shall record or cause to be recorded this Preservation Easement in a timely fashion among the Land Records and may re-record it at any time as may be required to preserve MHT's rights hereunder.
- I. <u>Counterpart Signatures</u>. The parties may execute this Preservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Maryland Historical Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Owner, Owner's survivors, agents, personal representatives, heirs, assigns and all other successors to Owner in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Owner and MHT have hereunto set their hands and seals.

WITNESS/ATTEST:

WITNESS/ATTEST:

PLEASANT VIEW UNITED METHODIST CHURCH

(SEAL)

(SEAL)

(SEAL)

Name: Gerard A. Green, Jr.

Title: Chairperson of Trustees

PLEASANT VIEW UNITED METHODIST

CHURCH

Name Melvin S. Ion

Title: Treasurer

WITNESS:

ACCEPTED BY THE MARYLAND HISTORICAL TRUST

Approved as to form and legal sufficiency this 4 day of

March, 2021

Rieyn DeLony

Assistant Attorney General

Attachments:

Exhibit A Legal Description
Exhibit B Site Plan/Survey

Exhibit C Schedule of Photographs, Drawing and Documents

Exhibit D Legal Description of Cemetery Area

Exhibit E Sketch of Cemetery Area

Exhibit F Form of Subordination Agreement

| STATE OF MARYLAND, rbulgory | CITY/COUNTY, to wit: |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

I HEREBY CERTIFY, that on this 1 day of Mard- 2021, in the year 2021, before the subscriber, personally appeared Gerard A. Green, Jr., who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized CHAIRPERSON OF TRUSTEES OF PLEASANT VIEW UNITED METHODIST CHURCH.

Public EDWARD

NOTARY

My Commission Expires: $\sqrt{\sqrt{23}}$

JOSEPH EDWARD HANSEN Notary Public, State of Maryland County of Montgomery My Commission Expires May 16, 2023

STATE OF MARYLAND, Horlyouy CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this day of Harch , in the year 2021, before the subscriber, personally appeared Melvin S. Joppy, Jr., who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized TREASURER OF PLEASANT VIEW UNITED METHODIST CHURCH.

My Commission Expires: 5/14/23

JOSEPH EDWARD HANSEN Notary Public State of Maryland County of Montgomery, My Commission Expires May 16, 2023

STATE OF MARYLAND, Howard COUNTY, to wit:

I HEREBY CERTIFY, that on this & day of March, in the year 2021, before the subscriber, personally appeared Elizabeth Hughes, Director, and acknowledged that she executed the foregoing instrument for the purposes therein contained as the fully authorized DIRECTOR OF THE MARYLAND HISTORICAL TRUST.

Notary Public

My Commission Expires: 7/10/2023



CERTIFICATION

I hereby certify 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

Rieyn DeLony

EXHIBIT A

LEGAL DESCRIPTION 11810 DARNESTOWN RD, GAITHERSBURG, MARYLAND 20878 PLEASANT VIEW UNITED METHODIST CHURCH/ QUINCE ORCHARD SCHOOLHOUSE M:24-13 MONTGOMERY COUNTY

Tax 1d: 06-00397915

DESCRIPTION OF THE PROPERTY OF PLEASANT VIEW UNITED METHODIST CHURCH LIBER 6370 ~ FOLIO 665

Being a parcel of land lying situate and being in the Damestown or Sixth (6th) Election District of Montgomery County, Maryland, hereinafter described as the property acquired by the PLEASANT VIEW UNITED METHODIST CHURCH, a Church Corporation existing under the laws of the State of Maryland from PLEASANT VIEW UNITED METHODIST CHURCH, an unincorporated Church association by deed dated February 22rd, 1984 and recorded among the Land Records of Montgomery County. Maryland in Liber 6370 at Folio 665; and being more particularly described in the datum of a plat of subdivision entitled "Parcels F & G and Lans 26 thru 45, QUINCE TRACE" recorded among said Land Records as Plat No. 24381 and also as shown on a boundary survey prepared by Snitter and Associates Land Surveyors.

Beginning at stone found at the end of the third (3rd) or South 18° West, 18 perch deed line as described in the aforesaid Liber 6370 at Folio 665; said stone being on the easterly side of a public or private roadway referenced in a deed for the property acquired by R.4.M Investing Ltd., a Virginia corporation from Paula de Pontrex Oachs by deed dated May 18, 1981 and recorded among the aforesaid Land Records in Liber 5708 at Folio 704, and also in a deed for the property acquired by Board of American Missions of the Lutheron Church in America, A Minnesota Corporation from Dorthy Proffitt, surviving Tenant by the Entirety of George R. Proffitt by deed dated July 24, 1981 and recorded among the aforesaid Land Records in Liber 5741 at Folio 399, and shown on State Highway Administration (SHA) Plat No. 52944 for Maryland Route 28 - Darnestown Road; thence leaving said stone and running with the easterly side of said public or private roadway and reversely with said third (3rd) line

of Liber 6370 at Folio 665 the following course:

- North 14°02'22" East, 284.42 feet to a point at the end of the second (2°d) or North
 51° West, 30% perch line of the aforesaid Liber
 6370 at Folio 665 and being on the southerly rightof-way line of Maryland Route 28 Darnestown
 Road as shown on the aforesaid SHA Plat No.
 52944; thence running with said southerly right-ofway line and reversely with said second (2°d) line of
 Liber 6370 at Folio 665 the following course:
- 2. South 53°30'13" East, 495.95 feet to a point at the end of the first (1") or North 41½° East, 19 perch line of the aforesaid Liber 6370 at Folio 665; thence leaving the southerly right-of-way of Maryland Route 28 Darnestown Road and running reversely with a portion of said first (1") line of Liber 6370 at Folio 665 the following course:
- 3. South 39°17'45" West, 25.52 feet to the end of the North 39°33'02" East, 287.98 feet line of Parcel C as shown on a plat of subdivision entitled "Parcels A, B, & C and Lots I thru II, QUINCE TRACE" and recorded among the aforesaid Land Records as Plat No. 24379; theace running reversely with said plat line and continuing reversely with the aforesaid first (1*) or North 41% East, 19 perch line of the aforesaid Liber 6370 at Folio 665 the following course:
- 4. South 39°17'45° West, 287.98 feet to a rebar and cap found at the beginning of the aforesaid North 39°33'02" East, 287.98 feet plat line of Parcel C; said rebar and cap also at the end of the South 45°48'23" East, 375.38 feet plat line of Parcel I' as shown on a plat of subdivision entitled "Parcels F & G and Lots 26 thru 45, QUINCE TRACE" and recorded among the aforesaid Land Records as Plat No. 24381; said rebar and cap also being at the end of the fourth

(4th) or South 43° East, 22% perch deed line of the aforesaid Liber 6370 at Folio 665; thence running reversely with said plat line of Percel F and said fourth (4th) line of Liber 6370 at Folio 665 the following course:

5. North 45°48'23" West, 375.38 feet to the point of beginning, containing 123,806 square feet or 2.84220 acres of land, more or less.

I certify I was in responsible charge of the preparation of this metes and bounds description in compliance with the laws regulating land surveying in the State of Maryland.



Mathew N Brien, Prof. 1-S.
Maryland Rey. No. 21406
License Fap. 06.03/2020

EXHIBITB

SITE PLAN/SURVEY

(saving and excepting the cemetery area shown by hatched lines inside the marked boundary)
11810 DARNESTOWN RD, GAITHERSBURG, MARYLAND 20878
PLEASANT VIEW UNITED METHODIST CHURCH/ QUINCE ORCHARD SCHOOLHOUSE
M:24-13

MONTGOMERY COUNTY

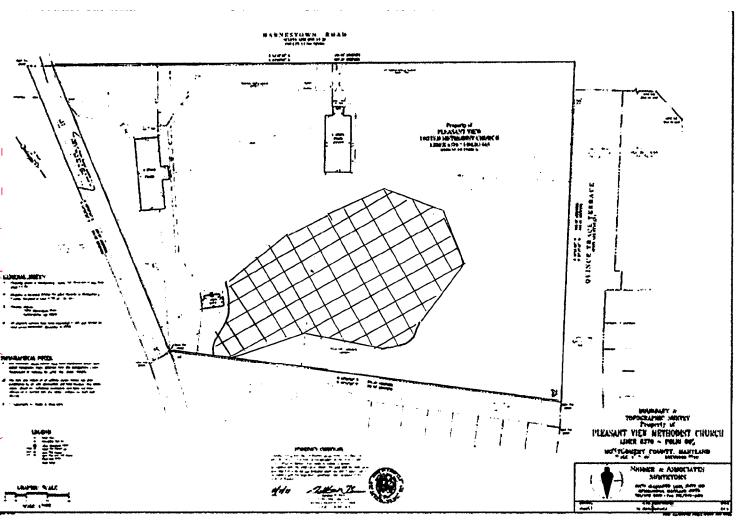


EXHIBIT C

SCHEDULE OF PHOTOGRAPHS, DRAWINGS AND DOCUMENTS 11810 DARNESTOWN RD, GAITHERSBURG, MARYLAND 20878 PLEASANT VIEW UNITED METHODIST CHURCH/ QUINCE ORCHARD SCHOOLHOUSE M:24-13

MONTGOMERY COUNTY

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Pleasant View United Methodist Church / Quince Orchard Schoolhouse (MIHP # M:24-13)

11810 Darnestown Rd, Gaithersburg, Maryland 20878

Montgomery County

EASEMENT EXHIBIT C PAGE 1 OF 87

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PREPARED: SAS 04/2020

MARYLAND HISTORICAL TRUST

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

Pleasant View Methodist Church / Quince Orchard Schoolhouse Bond Bill (Chapter 22-2017), 2018 AAHPP Grant, 2019 MHAA Grant RD/SS (July 2020)

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| PAGE 66 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE WEST ELEVATION SIDING DETAIL |
| PAGE 67 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE WEST ELEVATION SIDING DETAIL |
| PAGE 68 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE NORTHWEST OBLIQUE |
| PAGE 69 | OF 87 | ENVIRONMENTAL VIEW OF NORTHWEST OBLIQUE |
| PAGE 70 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE WEST ELEVATION CHIMNEY DETAIL |
| PAGE 71 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE NORTH ELEVATION |
| PAGE 72 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE NORTH ELEVATION STOOP DETAIL |
| PAGE 73 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE NORTHEAST OBLIQUE |
| PAGE 74 | OF 87 | QUINCE ORCHARD SCHOOLHOUSE EAST ELEVATION VESTIBULE SIDE |
| | | WALL DETAIL |
| PAGE 75 | OF 87 | ENVIRONMENTAL VIEW FACING SOUTH |
| PAGE 76 | OF 87 | VIEW OF PRIVY FROM QUINCE ORCHARD SCHOOLHOUSE |
| | | |

MHT

Pleasant View United Methodist Church / Quince Orchard Schoolhouse (MIHP # M:24-13)

11810 Darnestown Rd, Gaithersburg, Maryland 20878

Montgomery County

EASEMENT EXHIBIT C PAGE 3 OF 87

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

SCHEDULE PAGE 3 OF 4

PREPARED: SAS 04/2020

MARYLAND HISTORICAL TRUST

| PAGE 77 | OF 87 | VIEW OF SCHOOL FROM PRIVY |
|---------|-------|--|
| PAGE 78 | OF 87 | PRIVY NORTHWEST OBLIQUE |
| PAGE 79 | OF 87 | PRIVY NORTH ELEVATION |
| PAGE 80 | OF 87 | PRIVY NORTHEAST OBLIQUE |
| PAGE 81 | OF 87 | PRIVY EAST ELEVATION |
| PAGE 82 | OF 87 | ENVIRONMENTAL VIEW FACING SOUTHEAST |
| PAGE 83 | OF 87 | PRIVY SOUTHEAST OBLIQUE |
| PAGE 84 | OF 87 | PRIVY SOUTH ELEVATION METAL COVER DETAIL |
| PAGE 85 | OF 87 | PRIVY SOUTH ELEVATION EAVE DETAIL |
| PAGE 86 | OF 87 | PRIVY SOUTHWEST OBLIQUE |
| PAGE 87 | OF 87 | PRIVY WEST ELEVATION |
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SCHEDULE PAGE 4 OF 4

PREPARED: SAS 04/2020

MARYLAND HISTORICAL TRUST

Pleasant View United Methodist Church / Quince Orchard Schoolhouse (MIHP # M:24-13)

11810 Darnestown Rd, Gaithersburg, Maryland 20878

Montgomery County

EASEMENT EXHIBIT C PAGE 4 OF 87

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

GRANTOR

MHT

EXHIBIT D

LEGAL DESCRIPTION-CEMETERY AREA 11810 DARNESTOWN RD, GAITHERSBURG, MARYLAND 20878 PLEASANT VIEW UNITED METHODIST CHURCH/ QUINCE ORCHARD SCHOOLHOUSE M:24-13 MONTGOMERY COUNTY



SNIDER & ASSOCIATES LAND SURVEYORS

20270 GOLDENROD LANE • SUITE 110 • GERMANTOWN, MD 20876 (301) 948-5100 • (301) 948-1288 Fax

Tax Id: 06-00397915

DESCRIPTION OF A CEMETERY EASEMENT PLEASANT VIEW UNITED METHODIST CHURCH LIBER 6370 ~ FOLIO 665

Being a part or parcel of land lying situate and being in the Damestown or Sixth (6°). Election District of Montgomery County, Maryland, hereinafter described as part of the property acquired by the PLEASANT VIEW UNITED METHODIST CHURCH, a Church Corporation existing under the laws of the State of Maryland from PLEASANT VIEW UNITED METHODIST CHURCH, an unincorporated Church association by deed dated February 22^M, 1984 and recorded among the Land Records of Montgomery County, Maryland in Liber 6370 at Folio 665; and being more particularly described in the datum of a plat of subdivision entitled "Parcels F & G and Lots 26 thru 45, QUINCE TRACE" and recorded among the Land Records of Montgomery County, Maryland as Plat No. 24381 and as shown on a boundary survey prepared by Snitter and Associates.

Beginning at n point 40 24 feet from a stone found at the beginning of the fourth (1th) or South 43° East, 22 perch deed line as described in the aforesaid Liber 6370 at Folio 665; said point also being on the northeasterly or South 45°48°23" East, 375.38 feet plat line of Parcel 1 as shown on the aforementioned Plat No. 24381; thence leaving said deed and plat line and running with the intent to include cemetery burial plats on a portion of the land described in the aforesaid Liber 6370 at Folio 665 the following twelve (12) courses:

- 1. North 57°19'06" Hast, 44.80 feet to a point; thence
- 2. North 29°02'56" tiam, 25.44' feet to a point; thence
- 3. North 88*54'29" East, 56.15 feet to a point; thence
- 4. South 79°23'20" East, 37.18 feet to a point; thence
- 5. South 81°22'43" East, 42.64 feet to a point; thence
- 6. South 75°02'32" East, 53.30 feet to a point; thence
- 7. South 11°22'05" East, 60.64 feet to a point; thence
- 8. South 00°19'31" Fast, 33.38 feet to a point; thence
- 9. South 73°32'29" West, 100.72 feet to a point; thence
- 10. North 65°40'06" West, 23.62 feet to a point; thence
- 11. North 40°45'26" West, 71.71 feet to a point; thence

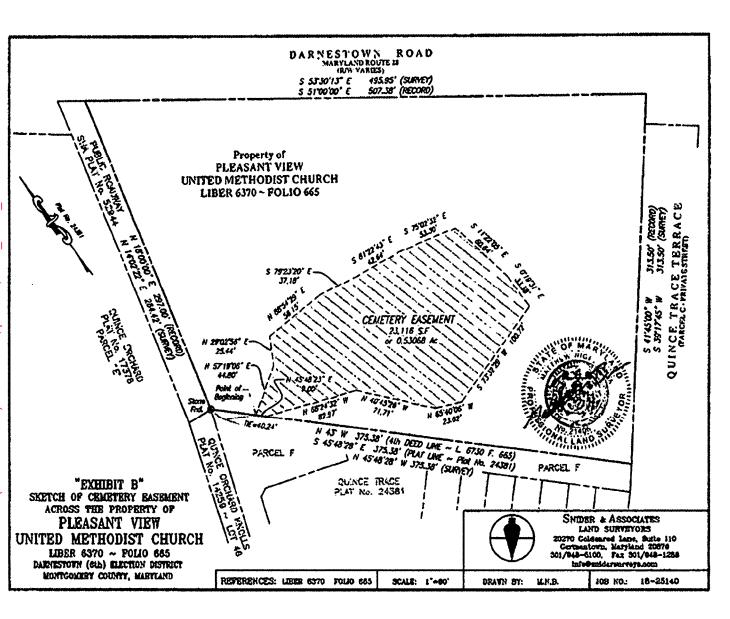
- 12. North 68°24'32" West, 82.97 feet to a point on the aforementioned fourth (4°) or South
 43° liast, 22 perch deed line of Liber 6370 at Folio
 665 and the northeasterly or South 45°48"23" East,
 375.38 feet plat line of Parcel F as shown on the
 aforesaid Plat No. 24381; thence running reversely
 with part of said line the following course:
- 13. North 45°48'23" West, 9.00 feet to the point of beginning, containing 23,116 square feet or 0.53068 acres of land more or less and as shown on a sketch titled "Exhibit 13" attached hereto and made a part thereof.

I certify I was to responsible charge of the preparation of this meter and bounds description in compliance with the lans regulating band surveying in the State of Maryland.



Marthew N Bries, Prof LS Maryland Reg. No. 21406 License Exp. 06/18/2018

EXHIBIT E SKETCH -CEMETERY AREA 11810 DARNESTOWN RD, GAITHERSBURG, MARYLAND 20878 PLEASANT VIEW UNITED METHODIST CHURCH/ QUINCE ORCHARD SCHOOLHOUSE M:24-13 MONTGOMERY COUNTY



5.

instruments as may be necessary to effectuate the purposes of this Agreement.

Pleasant View Methodist Church / Quince Orchard Schoolhouse Bond Bill (Chapter 22-2017), 2018 AAHPP Grant, 2019 MHAA Grant RD/SS (July 2020)

EXHIBIT F

FORM OF SUBORDINATION AGREEMENT

| THIS SUBORDINATION AGREEMENT (this "Agree, 20, by and among and "Trustees") for the benefit of, the MARYLAND HISTORICAL TRUST, an instrumentality of tof Planning ("MHT"). | as trustees (the a Maryland (the "Lender") and |
|---|--|
| RECITALS | |
| A("Grantor") entered in Agreement, Assignment of Rents and Leases and Fixture Filing/Entered in the Lender, dated, and reconstruction of the Lender, dated, folio (the "[Indemnity Deed real property described therein (the "Property"). | Deed of Trust] in favor of the Trustees for the |
| B. The Grantor has conveyed to MHT a perpetual cons of even date herewith, to be recorded among the Land Records of | |
| C. MHT has requested, and the Lender has agreed to s Trust/Deed of Trust] to the legal operation and effect of the Easeme | |
| NOW, THEREFORE, in consideration of the above recit the receipt of which is hereby acknowledged, the parties hereto agree | · |
| 1. The Trustees and the Lender hereby represent and lender, respectively, under the [Indemnity Deed of Trust/Deed | nt and warrant that they are the current trustees of Trust]. |
| 2. The Lender hereby subordinates the lien of and any modifications, renewals, and extensions thereof to the legathe Easement shall have a superior position and priority senior to the Trust]. | • |
| 3. The Lender agrees that the Easement, as marencumbrance on the Property superior in position and priority to the Trust] and, that, accordingly, the [Indemnity the Deed of Trust/Deet the Easement. | |
| 4. This Agreement shall bind and inure to the hereto and their respective successors and assigns. | benefit of, and be enforceable by, the parties |

The Trustees and the Lender agree to execute, acknowledge and deliver such further

Page 28 of 31

- 6. This Agreement shall be recorded among the Land Records of _______County, Maryland and the recordation shall be at the expense of the Grantor.
- 7. This Agreement shall not cause a novation nor shall it extinguish, release, terminate, or impair the Trustor's obligations under the [Indemnity Deed of Trust/Deed of Trust].
- 8. This Agreement may not be amended or terminated except by a written instrument in recordable form, fully executed by the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

Assistant Attorney General

Pleasant View Methodist Church / Quince Orchard Schoolhouse Bond Bill (Chapter 22-2017), 2018 AAHPP Grant, 2019 MHAA Grant RD/SS (July 2020)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written. **WITNESS:** TRUSTEE: _____(SEAL) Name: _____ WITNESS: TRUSTEE: (SEAL) Name: _____ WITNESS: LENDER: By:_____(SEAL) Name: Title: WITNESS: MARYLAND HISTORICAL TRUST By: (SEAL) Elizabeth Hughes, Director Approved as to form and legal sufficiency this day of

| STATE OF MARYLAND, COUNTY, to wit: |
|--|
| I HEREBY CERTIFY that on this day of, 20, before me, the subscriber, a Notary Public of the State and County aforesaid, personally, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that [he/she] executed the foregoing instrument for the purposes therein contained as a duly authorized TRUSTEE. |
| IN WITNESS WHEREOF, I hereunto set my hand and official seal. |
| Notary Public |
| My Commission Expires: |
| |
| STATE OF MARYLAND, COUNTY, to wit: |
| I HEREBY CERTIFY that on this day of, 20, before me, the subscriber, a |
| Notary Public of the State and County aforesaid, personally, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that [he/she] executed the foregoing instrument for the purposes therein contained as a duly authorized TRUSTEE . |
| IN WITNESS WHEREOF, I hereunto set my hand and official seal. |
| |
| Notary Public |
| My Commission Expires: |

| STATE OF MARYLAND, COUNTY, to wit: | |
|--|---|
| | |
| I HEREBY CERTIFY that on this day of | , 20, before me, the subscriber, a |
| Notary Public of the State and County aforesaid, personally appeared capacity as of to be the person whose name is subscribed to the within instrument, and | in his/her |
| capacity as of | , known or satisfactorily proven to me |
| to be the person whose name is subscribed to the within instrument, and foregoing instrument for the purposes therein contained as the duly authori said LENDER . | acknowledged that he/she executed the zed of |
| IN WITNESS WHEREOF, I hereunto set my hand and official se | eal. |
| Notary Public | 2 |
| My Commission Expires: | |
| | |
| STATE OF MARYLAND, COUNTY, to | wit: |
| I HEREBY CERTIFY that on this day of | ELIZABETH HUGHES, known or ne within instrument, and acknowledged |
| IN WITNESS WHEREOF, I hereunto set my hand and official se | eal. |
| Notary Public | <u> </u> |
| My Commission Expires: | |
| CERTIFICATION | |
| I hereby certify that this instrument has been prepared by me or under madmitted to practice before the Court of Appeals of Maryland. | y supervision and that I am an attorney |
| | (SEAL) |
| Rieyn DeLony | |

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| ☐ Baltimore City ☑ County: Montgomery | | | | | | | | | | | | | | | |
| Information provided is for the use of the Clerk's Office, State Department of | | | | | | | | | , | | | | | | |
| | | Assessment | ts and T | axation, | and Coun | ty Fin | ance Office on | ly. | | | Ì | | | | |
| | T () | | | | | | Must Be Legil | ble) | | | | | | | |
| ш | Type(s) of Instruments | (Check Box if Addendum Intake Form is Attached.) 2 Deed Mortgage I Subordinati | | | | | | П | Other | | \dashv | | | | |
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| 4 | Laplain Additionly | County Fransier Consideration Amount | | | | | | | | Fina | nce Of | fice Use Only | | | |
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| | Fees | Surcharge State Recordation | n Tax | | exempt exempt | | WVIIIV | \$ | | | | | 140 51 | и | |
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| | | County Transfer | r Tax | | exempt | | | \$ | | | | | A a Tax | ./Cithar | |
| | | Other | | | <u>\$</u> <u>\$</u> | | | \$ \$ | | | | | Ag Tax | OOther | |
| 6 | | Other District | Prop | erty Tax I | | Grai | ntor Liber/Folio | 13 | M | ар | | Parcel No. | <u> </u> | Var. Log | |
| | Description of | District | | 06-00397 | | | 6370/665 | T | | | | | | (5) | |
| | Property | | Subdiv | ision Na | me | | Lot (3a) | Blo | ck (3b) | SectAR(3c) | | Plat Ref. | SqFt/A | Acreage(4) | |
| | SDAT requires ubmission of all | | | | | 4 | n/Address of Pro | | . Paina C | Conveyed (2) | <u> </u> | | | | |
| | icable information. | 11810 Darnesto | wn Road | Gaithers | | | I/Address of Fre | operi | y Being C | John Eyeu (2) | | | | | |
| | maximum of 40 | Troto Damesto | /mii reoud | | | | rs (if applicable |) | | | · . | Water me | ter Accou | nt | |
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| | al Property Article | Partial Convey | ance 🛂 | Yes 🗌 | No | Desc | ription/Amt. Of S | SqFt/Acreage Transferred: | | | | | | | |
| Sec | tion 3-104(g)(3)(i). | | | | | | | | | | | | | | |
| | | If Partial Convo | yance, L | | | | | Doc 2 - Grantor(s) Name(s) | | | | | | | |
| 7 | Transferred | Mara D. Uangar | Tructor | | (s) Name(s) | | | Pleasant View United Methodist Church | | | | | | | |
| | From | Marc P. Hansen, Trustee | | | | | | | | | | | | | |
| | Doc 1 - Owner(s) of Record | | | | rd, if Different from Grantor(s) | | | Doc 2 - Owner(s) of Record, if Different from Grantor(s) | | | | | | r(s) | |
| | | | | | | | | | | | | | | | |
| 8 | | | | Doc 1 Grai | tec(s) Name | (s) | | Doc 2 - Grantee(s) Name(s) | | | | | | | |
| <u> </u> | Transferred | Maryland Histo | orical Tru | st | | | | М | aryland F | listorical Trus | t | | | | |
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| | | | | | | | New Owner's (Gra | intee) | Mailing A | ddress | | | | | |
| | | 100 Communit | y Place, ' | Third Floo | or, Crownsvi | lle, MD | 21032 | _,_ | | | | | | | |
| 9 | | Doc 1 | - Additi | onal Nam | es to be ind | lexed (C | Optional) | | Doc | 2 - Addition | al Nan | nes to be index | ed (Option | nal) | |
| <u> </u> | Other Names to Be Indexed | | | | | | | | | | | | | | |
| | to be indexed | | | | | | | | | | | | | | |
| 10 | | | | Ins | trument Su | bmitte | By or Contact | Perso | n | | | Return | to Contac | t Person | |
| | Contact/Mail | Name: Tricia Engel | | | | | | | | T Hald for Bislam | | | | | |
| information Firm: RGS Title, LLC Address: 189 Kentlands Boulevard | | | | | rd Gaithersh | urg. MI | 20878 | | Hold for Pickup | | | | | | |
| | | | | | Phon | e-: 301 | -230-0070 | | | | 1.000 | ▼ Return | | | |
| | | 11 IMPOR | RTANT | BOTH | THE ORIC | INAL | DEED AND A | \ P[] | OTOCC | PY MUSI | ACCO | JMPANY E | ACHIR | AMSPER | |
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| | | 1 | | Yes | No Was | property | surveyed? If yes, a | ttach c | opy of sur | vey (if recorded | no cop | y required) | | | |
| | | Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no c Assessment Use Only - Do Not Write Below This Lin | | | | | | | | | Line | | | | |
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LR - Government
Instrument 0.00
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DOCUMENT VALIDATION PAGE

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KAREN A. BUSHELL

Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470