



FOUNDATION FOR THE PRESERVATION OF HISTORIC GEORGETOWN

SCENIC, OPEN SPACE &
ARCHITECTURAL FACADE EASEMENT PACKET

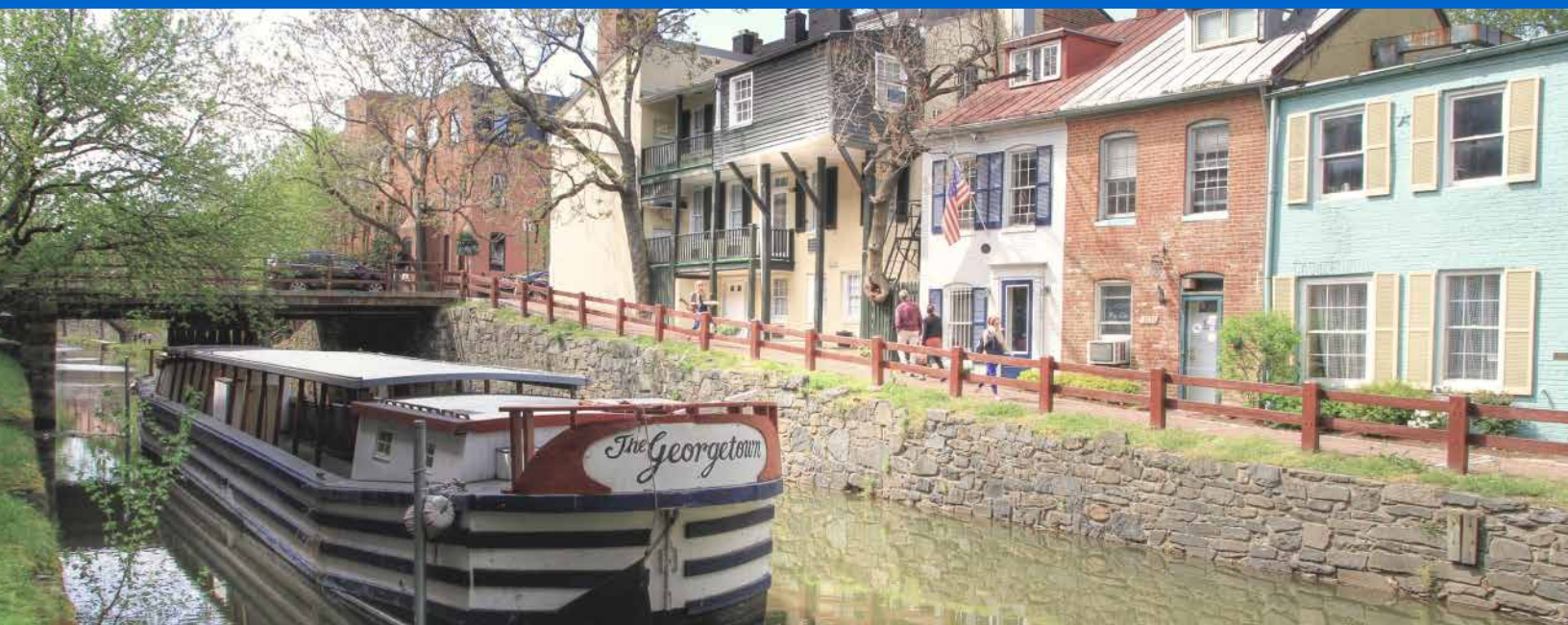


Foundation for the Preservation of Historic Georgetown

Box 3603 Georgetown Station

Washington, DC 20007

INFO@PRESERVEGEORGETOWN.ORG



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WHEREAS, the exterior surfaces of improvements on the subject Premises are those depicted in the photographs attached hereto and such other exterior windows, chimneys, roofs, shutters, doors, steps, stoops, and other exterior parts and fixtures actually in place and whether or not shown, which photographs are incorporated herein as Exhibits B-1, B-2, B-3, and B-4, and the footprint(s) of the building(s) on the Premises is/are as depicted on the plat incorporated herein as Exhibit A; and,

WHEREAS, the Old Georgetown Historic District, in which the Premises are located, has been declared a National Historic Landmark by action of the Secretary of the Interior, under the provisions of the Historic Sites Act of 1935, and has been placed on the National Register of Historic Places maintained by the Department of the Interior; and,

WHEREAS, the Old Georgetown Historic District in which the Premises are located is a Category II Landmark designated by the Joint Committee on Landmarks of the National Capital; and,

WHEREAS, the Premises are significant in American and Georgetown history and culture and constitute an important element in the architectural and landscape ensemble of the Old Georgetown Historic District as a landmark of importance which contributes significantly to the cultural heritage and visual beauty of the District of Columbia and should be preserved if possible; and,

WHEREAS, the grant of a Scenic, Open Space, and Architectural Facade Easement by Grantors to Grantee on the Premises will contribute to preserving and maintaining the Premises and the architectural, historical, cultural and landscape features of the Old Georgetown Historic District; and,

WHEREAS, to this end, Grantors desire to grant to Grantee, and Grantee desires to accept, a Scenic, Open Space, and Architectural Facade Easement on the Premises:

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NOW, THEREFORE, in consideration of ten and no/100 Dollars (\$10.00), the reciprocal promises hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby irrevocably grant and convey to Grantee a Scenic, Open Space, and Architectural Facade Easement in gross in perpetuity (the Easement), which is more particularly described below, in and to that certain real property and the exterior surfaces as hereinabove recited and present footprint(s) of the Improvements located thereon all owned by the Grantors, and more particularly described herein as the Premises.

The Easement granted herein shall constitute a binding servitude upon said Premises of Grantors. To that end, Grantors covenant on behalf of themselves, their successors and assigns (the word "Grantors" when used herein includes said successors and assigns whether or not specifically so stated), with Grantee, its successors and assigns (the word "Grantee" when used herein includes such successors and assigns whether or not specifically so stated), such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do (and refrain from doing) upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the historic site in question and of the Old Georgetown Historic District:

(1) Prohibition on Alterations. No demolition, construction, alteration or remodeling or any other thing shall be undertaken or permitted to be undertaken on the subject Premises which would affect either the exterior surfaces as hereinabove described and recited, or change the height or footprint or alter the exterior facade or the appearance of any building located thereon, or which would adversely affect the structural soundness of the Premises;

Provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the Premises subject to this Easement, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted;

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Provided, also, that such reconstruction, repair, repainting (specifically including color) or refinishing is performed in a manner which will not alter the exterior of the Premises in any way that is inconsistent with the historical character of the Premises;

Except, however, that nothing in this easement shall prevent Grantors, their successors or assigns, from maintaining in place or replacing the existing installation of window air-conditioning devices or through-wall air-conditioning devices and television antennas, or for adding one television dish not more than 30" in diameter.

In all events, Grantors, in painting all or any part of the exterior of any building on the Premises or any exterior part or feature thereof, agree to obtain the prior written permission of the Grantee, its successors or assigns, signed by a duly authorized representative thereof, as to the quality and color of paint to be used if either is proposed to be significantly different from that presently existing.

(2) Maintenance in Good Repair. The Premises herein described, and the exterior surfaces as hereinabove recited (including, without limitation, the exterior walls, roofs and chimneys of the buildings located thereon) will be maintained in a good and sound state of repair, subject to the casualty loss provisions stated below. Grantors shall maintain the exterior appearance of all buildings.

(3) Residential Use. The Premises shall be used only for single-family residential purposes ("single-family" being defined for purposes of this clause as persons related by blood or marriage within the degree recognized by the law of the District of Columbia for distribution of intestate estates, or not more than four persons living together who are not related by blood or marriage), plus a reasonable number of household employees of such single-family, and expressly shall not be used for a boarding house, rooming house, dormitory, community-based residential or day-care facility, educational facility, or residence for a religious community, and

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no industrial or commercial (including, without limitation, professional services excepting only a sole practice which is permitted under the zoning regulations in effect from time to time and which has no employees working on the premises) activities shall be conducted in or on the Premises.

(4) Prohibition on Subdivision. Premises shall not be subdivided into any one or more record and/or tax and/or theoretical lots, nor shall same ever be devised or conveyed except as a unit without regard to whether any omitted part would become or would not become a tax or record or theoretical lot. The term "subdivision" means any division or assemblage of land and any deletion or removal of any previously existing boundary line and any creation of any boundary line not previously existing and includes any means by which a theoretical lot would be created.

(5) Prohibition on Additions and Extensions; Repair. No extension of any existing structure or erection of any additional structures shall be permitted, except that in the event of damage resulting from casualty loss (as defined below) to an extent rendering repair or reconstruction of the existing improvements impracticable, erection of a new single-family residential structure not exceeding the present footprint, height and bulk, shall be permitted. The exterior style and appearance of such replacement structure shall be consistent with the period style and appearance of the structure replaced.

(6) Prohibition on Transmission Lines. No utility transmission lines, except those reasonably required for the existing residence and existing auxiliary buildings may be created on the Premises, subject to utility easements already recorded.

(7) Prohibition on Dumping. No dumping of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive materials which are visible from public roads or streets shall be permitted on the Premises.

(8) Prohibition on Excavation. No excavation shall occur upon the Premises.

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(9) Prohibition on Topographical Changes. No other topographical changes including the cutting of trees greater than eight (8) inches in diameter three (3) feet above ground shall occur upon the property. If any tree greater than eight (8) inches in diameter three (3) feet above ground dies or is dangerously decayed, Grantors will provide to the Grantee written documentation of its state along with a request for permission to remove, which permission shall not be unreasonably withheld. In all events, Grantors shall maintain trees, shrubbery, and lawn in good manner and appearance in conformity with good forestry and horticultural practices.

(10) Inspection of Premises By Grantee. Grantors, their successors and assigns, hereby agree that representatives of Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections normally will take place from the driveway and land and gardens of the Premises; however, Grantors agree that representatives of Grantee, its successors or assigns, shall on prior request be permitted to enter and inspect the interior of any building on the Premises to ensure maintenance of structural soundness. Any such inspection of the interior will be made at a time agreed upon by Grantors and Grantee, its successors and assigns, Grantors covenanting not to withhold unreasonably their consent in determining a date and time for inspection of the interior.

(11) Plaque. Grantee, its successors or assigns, may provide and maintain a plaque on the Premises which can be seen from public space. The plaque is not to exceed eight by twelve inches in size, will give notice of the history of the house and/or the grant of this Easement.

(12) Prohibition on Signage. No other signs, billboards, or advertisements (including no sign of any professional practice which may be permitted on the Premises) shall be displayed or placed on the Premises except (a) such plaques or other markers as are appropriate for commemorating the historic importance of the Premises; (b) such signs or markers as are necessary to direct and restrict the passage of persons or the parking of vehicles upon the Premises; (c) a sign or signs stating solely the address of the property; and (d) temporarily when required a notice that the Premises are for sale.

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(13) Prohibition on Other Structures. With the single exception specified in paragraph (1), page 3, above, for adding one television dish, no satellite receiving dishes or other structures including, but not limited to, camping accommodations, shall be erected or placed at any place on the Premises.

(14) Violations; Grantee's Consent. Any application for subdivision into tax or record lots or theoretical lots or for a zoning variance or special exception at the Premises by the Grantors, their successors or assigns or any agents or representatives of same, is a violation of this Easement. Any application for conceptual review or permit review from any governmental body by the Grantors, their successors or assigns or agents or representatives thereof, without the express advance written permission of the Grantee signed by a duly authorized representative, is a violation of this Easement.

(15) Extinguishment of Development Rights. To the extent that Grantors own or are entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to any use more intensive (in terms of height, bulk, footprint, or other objective criteria regulated by such ordinances) than that to which the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of the Easement.

(16) Grantee's Remedies Upon Violation of This Agreement. Grantee has the following legal remedies to correct any violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law: (a) Grantee may, following reasonable notice to Grantors, institute a suit to enjoin by ex parte preliminary, temporary, and/or permanent injunction such violation and to require the restoration of the Premises to its prior condition. (b) In the alternative, when in the sole discretion of the authorized representative of the Grantee such action is necessary to carry out the purpose of this Easement, representatives of Grantee may enter upon the Premises, correct any such violation, and hold Grantors responsible for the cost thereof personally and as a lien on said Premises;

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(c) Such cost until repaid shall constitute a lien on the Premises; (d) Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance; (e) Grantee shall also have available all legal and equitable remedies to enforce Grantors obligations hereunder; (f) In the event Grantors are found to have violated any of their obligations, Grantors shall reimburse Grantee for any costs or expenses incurred in connection therewith, including court costs and attorneys' fees; and (g) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

(17) Grantee's Status. The Grantee hereby agrees that it is and will remain a qualified organization for purposes of Section 170(h)(3) of the Internal Revenue Code of 1986 (the "Code"). In the event that the Grantee's status as a qualified organization is successfully challenged by the Internal Revenue Service, then the Grantee shall promptly transfer all of its rights and obligations under this Easement to the National Trust for Historic Preservation in the United States or to another qualified organization under the Code.

(18) National Trust for Historic Preservation. In the event that the Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee agrees that the rights and obligations herein accepted shall, immediately before title passes to Grantee, pass to and be vested in the National Trust for Historic Preservation in the United States or comparable organization which will accept and enforce such easements; provided, however, that this Easement shall not be transferable to such National Trust for Historic Preservation or to any other transferee by Grantee in exchange for money, other property or services.

(19) Assignment By Grantee. Grantors agree that the Grantee may, at its discretion, and without prior notice to Grantors, convey and assign this Easement to such National Trust for Historic

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Preservation in the United States or comparable organization which will accept and enforce such easements; provided, however, that this Easement shall not be transferable to such National Trust for Historic Preservation by the grantee in exchange for money, or other property or services.

(20) Transfer By Grantee. This Easement shall not be transferable at any time except to a transferee which shall agree to and shall be bound to carry out all the purposes and provisions of the Easement, and no such transfer shall ever be made in exchange for money, other property or services.

(21) Easement Recordation. Grantee will do and perform at its cost (provided, however, that Grantee shall not be charged with payment of transfer and/or recordation tax, or recording fees of the recorder of Deeds if any), any acts necessary to the recording of this Deed of Scenic, Open Space and Architectural Facade Easement among the land records of the District of Columbia in the office of the Recorder of Deeds for the District of Columbia and in any other place required by law or appropriate to carrying out this Easement.

(22) Purpose of Easement. The Grantee shall hold this Easement for conservation and preservation purposes only.

(23) Damage or Destruction Caused By Casualty. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty, the Grantors shall notify the Grantee in writing within ten (10) days of the discovery of damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this Easement, the term casualty is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and to protect public safety, shall be undertaken by Grantors without the Grantee's prior written approval of the work.

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Within four (4) weeks of the date on which Grantor notifies Grantee of such damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following: (a) as assessment of the nature and extent of the damage; (b) a determination of the feasibility of the restoration and/or reconstruction of damaged or destroyed portions of the Premises; and (c) a report of such restoration/reconstruction work necessary to return the Premises to the condition existing at the date hereof. If, in the opinion of the Grantee, after reviewing such report, the purpose and intent of the Easement will be served by such restoration/reconstruction, the Grantor shall within twenty-four (24) months after the date of such change or destruction complete the restoration/ reconstruction of the Premises in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. In the event the costs exceed such insurance proceeds, and Grantor declines to provide needed funds in excess of such insurance proceeds, then all insurance proceeds shall be applied to such restoration, and Grantee has the right to raise funds and apply same toward the costs of restoration or partially destroyed Premises above and beyond the total of the casualty insurance proceeds as may be necessary to restore the Appearance of the Premises, and such additional costs shall constitute a lien on the Premises until repaid by Grantors to Grantee.

(24) Grantee's Options Upon Total Casualty. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined in paragraph (23) above, which is of such magnitude and extent as to render repairs or reconstruction of the Premises impossible using all applicable insurance proceeds, as determined by Grantee by reference to bona fide costs estimates, then Grantee may elect to reconstruct the Premises using all such insurance proceeds (which shall be delivered to the grantee for this purpose), donations or other funds received by Grantors (which shall also be delivered to the Grantee for this purpose) or Grantee on account of such casualty, but otherwise at its own expense (such expense of Grantee to constitute a lien on the Premises until repaid in full).

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(25) Standards Binding on Grantee. In exercising any authority created by this Easement, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the Standards) and/or state or local standards considered appropriate by Grantee for review of work in Historic Districts.

(26) Grantors' Compliance With Governmental Notices. Upon request by Grantee, Grantors shall promptly furnish Grantee with evidence of Grantors' compliance with a notice, demand, letter or bill received by Grantors from a government authority where compliance is required by law.

(27) Proposed Sale of Premises - Notice to Grantee. Grantors shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

(28) Runs With The Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantors and Grantee, and the words, Grantors and Grantee where used herein shall include all such persons. The Grantors agree that the restrictions in this Easement will be incorporated by reference by them in any subsequent deed or other legal instrument by which they divest themselves of either the fee simple title to or their possessory interest in the Premises.

(29) Subordination of Deeds of Trust or Mortgages Encumbering the Premises. The Premises with respect to which an easement is hereby conveyed are (1) subject to a Deed of Trust or mortgage dated _____, from _____ and _____ as Grantors, and _____ as Original Grantee, recorded in the records of the District of Columbia

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on _____ as instrument number _____ and still held by the original Grantee, and (2) subject to a Deed of Trust or mortgage dated _____, from _____ and _____ as original Grantors, and _____ as original Grantee recorded in the records of the District of Columbia on _____ as instrument number _____, and still held by the original Grantee. Grantors of this easement warrant to the Grantee of this easement that no lien or encumbrance other than those mentioned immediately hereinabove exists on the Premises at the date of this instrument. Said Grantees of said Deeds of Trust or mortgages join in this conveyance for the purpose of subordinating and do hereby subordinate to this easement the respective rights as such Grantee of said Deed of Trust or mortgage to the extent necessary to permit the Grantee of this easement to enforce the conservation purposes of this easement in perpetuity and to prevent any modification or extinguishment of this easement by the exercise of any rights of any holder of said Deed of Trust or mortgage. The priority of said existing Deed of Trust or mortgage with respect to any valid claim on the part of the existing holder to the proceeds of any sale, condemnation proceedings or insurance or to the leases, rents and profits (in all cases to the extent not required by the easement for maintenance, repair and/or reconstruction) shall not be affected hereby, and any lien created by the Grantee of the easement or exercise of any of its rights shall be junior to the existing Deed of Trust or mortgage. Nothing contained in this section or in the Easement shall be construed to give the holder of said Deed of Trust or mortgage the right to extinguish this easement by giving title to the Premises by foreclosure or otherwise.

(30) Indemnity. Grantors shall defend, indemnify and hold Grantee harmless from any liability, reasonable costs, reasonable attorneys' fees, judgments or reasonable expenses incurred by Grantee or any officer, employee, agent or independent contractor of Grantee resulting or caused in any way by reason of Grantee's acceptance of this Easement, including, without limitation, from actions or claims of any nature by third parties arising from defaults under this Easement by Grantor, or the reporting on or advising as to any condition on the Premises or the execution of work in the Premises (whether or not such work is under control of the Grantee), or arising out of the ownership, possession, or exercise of rights under this Easement (including any such reasonable costs and

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expenses incurred by Grantee in connection with preserving the validity or priority of this Easement), excepting any such matters arising solely from the negligence or willful misconduct of Grantee. In the event that Grantor is obligated to indemnify Grantee hereunder, the amount of such indemnity, until satisfied, shall constitute a lien on the Premises.

(31) Insurance. The Grantors shall keep the Premises insured by an insurance company rated A+ or better by Bests for the full replacement value (including the interest of Grantee under paragraph (34) herein below against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance.

(32) Grantee's Right To Foreclose Liens. Any lien on the Premises created pursuant to any section of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

(33) Ongoing Compliance by Grantors. Upon request by Grantee, Grantors shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantors contained herein.

(34) Qualified Appraisal. Grantors acknowledge that upon execution and delivery of the Easement, Grantee shall be immediately vested with a real property interest in the Premises which is the property right referred to in U.S. Treasury Regulations 1.170-14(g)(6)(11). Such interest of Grantee shall have a stipulated fair market value equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided the Grantee pursuant to Paragraph 35, which Easement Percentage hereby agreed to be _____. (_____). If said Qualified Appraisal shall not have been provided to the Grantee prior to acceptance of the Easement, the foregoing blanks shall be marked "X" and, upon submission of the Qualified Appraisal, the Grantor and Grantee shall sign an affidavit verifying the Easement percentage and

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record it as an amendment to the Easement. In the event Grantors do not claim a charitable gift deduction for purposes of calculating Federal income taxes and submit a Qualified Appraisal, the Easement Percentage shall be ten percent (10%). The interest of the Grantors shall continue to be freely transferable without knowledge, consent or joinder of the holder of Grantee's real property which, subject to all the other provisions of this Easement, in particular, without limitation paragraphs (27), (30), (14), and (4).

(35) Federal Income Tax Deduction. In the event Grantors claim a Federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the Internal Revenue Code, Grantors shall provide Grantee with a copy of all appraisals (hereinafter, the "Qualified Appraisal" as that term is defined in P.L. 98-369, 155(a), 98 Stat. 691 (1984), and by reference therein Section 170(a)(1) of the Internal Revenue Code) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, this fully executed Easement and any endowment requested by Grantee, Grantee shall sign any appraisal summary form prepared for the Internal Revenue Service and submitted to the grantee by Grantors.

(36) Provisions Construed Liberally For Conservation Purposes. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and restrictions on use herein contained as provided in the Act.

(37) Pension Protection Act of 2006 Compliance. Grantors and Grantee agree that the conservation easement granted by this instrument is intended to meet all requirements of existing law, including the provisions of the Pension Protection Act of 2006. In accordance with the provisions of such Act, Grantors and Grantee have entered into a separate written agreement certifying under penalties of perjury as to certain undertakings of the Grantee that are required by the Act. A copy of such separate written agreement is attached hereto as Exhibit C.

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(38) Severability. In the event that one or more of the provisions on this Easement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(39) Binding Agreement. This instrument is made pursuant to Chapter 26 of Title 45 of the Code of Laws of the District of Columbia, but the invalidity or such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof.

(40) Entire Agreement. This instrument reflects the entire agreement of Grantors and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

(41) Headings and Captions. All headings and captions in this instrument are for convenience of reference only and shall not be used to interpret the meaning of this instrument.

IN WITNESS WHEREOF, on the date first written above, Grantors have caused this Scenic, Open Space, and Architectural Facade Easement to be executed, sealed, and delivered; and Grantee has caused this instrument to be signed in its corporate name by PETER HAFNER JOST, its President and attested by its Secretary, and its corporate seal to be affixed and does hereby appoint PETER HAFNER JOST, its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

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[Remainder of page intentionally left blank]

GRANTORS:

Witness:

Witness:

GRANTEE: FOUNDATION FOR THE PRESERVATION OF HISTORIC GEORGETOWN

ATTEST: By: _____

By: _____ PETER HAFNER JOST _____ JOHN A. HODGES
President _____ Secretary

DISTRICT OF COLUMBIA)

) ss

City of Washington)

I, _____, Notary Public in and for the District of Columbia, hereby certify that
_____ and _____, parties and Grantors to a certain Deed bearing date on
the _____ day of _____, 20____, and hereto annexed, personally appeared before me in said
District of Columbia, the said being personally well known to me as the persons who executed the
said Deed and acknowledged the same to be their act and deed as Grantors therein. Given under my
hand and seal this _____ day of _____, 20____.

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Notary Public, DC

(SEAL)

My Commission Expires:

DISTRICT OF COLUMBIA)

) ss

City of Washington)

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Peter Hafner Jost, the person appointed by the Foundation for the Preservation of Historic Georgetown as its attorney-in-fact in that certain Deed bearing date as of the ____ day of _____, 20__ and hereto annexed, personally appeared before me in said District, the said Peter Hafner Jost, being personally well-known to me as the person who executed the said Deed, and acknowledged the same as the act and deed of the Foundation for the Preservation of Historic Georgetown.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public, DC

(SEAL)

My Commission Expires:

JOINDER OF LENDER PURSUANT TO PARAGRAPH (29)

[NAME OF LENDER] _____

Witness Name: _____ Title: _____

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STATE OF _____)

) ss

City of _____)

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, the person appointed by [name of Lender] as its attorney-in-fact in that certain Deed bearing date as of the _____ day of _____, 20__ and hereto annexed, personally appeared before me in said jurisdiction, the said _____ being personally well-known to me as the person who executed the said Deed, and acknowledged the same as the act and deed of [name of Lender]. Given under my hand and seal this _____ day of _____, 20__.

Notary Public

(SEAL)

My Commission Expires:

[NAME OF LENDER]

Witness Name: _____

Title: _____

STATE OF _____)

) ss City of _____)

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, the person appointed by [name of Lender] as its attorney-in-fact in that certain Deed bearing date as of the _____ day of _____, 20__ and hereto annexed, personally appeared before me in said District, the said _____ being personally well-known to me as the person who executed the said Deed, and acknowledged the same as the act and deed of [name of Lender]. Given under my hand and seal this _____ day of _____, 20__.

Notary Public (SEAL)

My Commission Expires: