

DEED OF EASEMENT AND CONDITIONAL SECURITY AGREEMENT

THIS DEED OF EASEMENT AND CONDITIONAL SECURITY AGREEMENT, made this day of , 1988, by and between MOUNT VERNON PLACE METHODIST CHURCH (the "Grantor") and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic, and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property described below (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement and Conditional Security Agreement (this "Agreement") will promote the preservation and maintenance of the Property and its historic, cultural, scenic, and aesthetic character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold, and administer this Agreement; and

WHEREAS, Grantee has determined that the easement contained within this Agreement is exclusively for conservation purposes; and

WHEREAS, in accordance with the terms and conditions of a Letter of Agreement between the Grantor and the Grantee dated August 11, 1999, which terms and conditions have been agreed to and accepted by the Grantor, Grantee has approved the terms of a grant in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (the "Grant") to be made to the Grantor for the purpose of financing, in part, the exterior restoration of the improvements on the Property;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In accordance with the terms of the Letter of Agreement referred to above, Grantor hereby agrees that if there is no prior lien on the Property, the Easement (as hereinafter defined) shall be an encumbrance prior to any subsequent lien on the Property. If there are any prior liens on the Property, Grantor hereby agrees (a) that upon any destruction of the encumbrance of the Easement by the foreclosure of a prior lien, Grantor shall reimburse to Grantee the amount of the Grant or that portion which has been disbursed to Grantor, and (b) that the Easement shall constitute a lien on the Property in an amount not to exceed the Grant, which shall be enforceable if foreclosure proceedings are ever instituted against the Property by the holder of a lien created prior to the date of this Agreement, but only to the extent that proceeds are available after payment of all expenses incident to such proceedings and the claim of said lienholder.

TRANSFER TAX NOT REQUIRED

HAROLD R. TALL

DIRECTOR OF FINANCE

PER

AUTHORIZED SIGNATURE

60317

2. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of that certain lot or parcel of land known as the Mount Vernon Place Methodist Church of Baltimore property, 2-8 East Mount Vernon Place, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in Baltimore City, State of Maryland, and which is more particularly described as follows:

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BEGINNING for the first thereof at the northeast corner of Mount Vernon Place and Washington Place and running thence easterly binding on the north side of Mount Vernon Place 51 feet more or less to the southwest corner of the lot of ground formerly owned and occupied by Roza IZARD running thence northerly parallel with Washington Place and binding on said lot of ground 160 feet to Branch Alley thence westerly binding on the south side of Branch Alley 51 feet more or less to the east side of Washington Place thence southerly binding on the east side of Washington Place 160 feet to the place of beginning.

BEING the same property conveyed to the Grantor by Deed dated December 11, 1963, and recorded in the Land Records of Baltimore City in Liber JFC No. 1610, Folio 475.

3. Exhibit A consists of 12 pages, and includes as page 1 a schedule (which is recorded with this Agreement) describing the documents, photographs of selected portions of the Property, and other things that are a part of that exhibit and that are filed at the offices of the Grantee, that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Agreement as though recorded herewith. Grantor acknowledges that Exhibit A will be modified and updated upon the conclusion of the restoration of the Property.

4. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are collectively referred to herein as "Grantee" and "Grantor" respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Public Access. Grantor shall make the Property open to the public on a minimum of 5 days per year from 10:00 a.m. to 5:00 p.m., and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the Exterior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations. (i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior of any improvements thereon as described and depicted in Exhibit A, provided, however, that if damage has resulted to said Exterior from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not materially alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The term Exterior means the exterior surface of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) No building or other structure may be constructed or erected on the Property other than those buildings or structures which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit A.

(E) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, deep plowing, subsoiling, drainage improvement, or other undertaking which would disturb the surface and/or subsurface of the ground. Should the Director determine that such proposed grading, excavation or other undertaking will affect known or potentially significant archeological deposits, the consent of the Director may be given if the Grantor performs a survey and, if subsequently deemed necessary by the Director, the Grantor conducts identification, data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) Inspection. Grantee shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Agreement.

(G) Breach by Grantor. Upon any breach of the terms of this Agreement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by this Agreement; and

(iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Agreement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys fees.

(H) Waiver. No waiver of any term or condition of this Agreement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(I) Consent, Disapproval and Appeal. In any event where the terms of this Agreement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by this Agreement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

Mount Vernon Place Methodist Church
of Baltimore
10 East Mt. Vernon Place
Baltimore, Maryland 21202

or to the Grantor at such other address as Grantor may from time to time designate by notice to the Director, or, if to the Grantee or the Director, addressed to the Grantee or Director, as follows:

Director
Maryland Historical Trust
21 State Circle
Annapolis, Maryland 21401

or to the Grantee or the Director at such other address as the Director may from time to time designate, by notice to Grantor. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic, and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. Grantee agrees that it will hold this Agreement exclusively for conservation purposes, i.e., that it will not transfer this Agreement whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Agreement to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Agreement under any pertinent provisions of federal law.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

Matthew D. Norton JR

GRANTOR: MT. VERNON PLACE METHODIST
CHURCH OF BALTIMORE

BY:

Emma B. Grafton
Emma B. Grafton, Chairman
Board of Trustees

WITNESS:

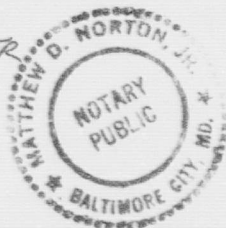
Jay J. Van Wie

ACCEPTED BY THE
MARYLAND HISTORICAL TRUST:

BY:

J. Rodney Little
J. Rodney Little, Director

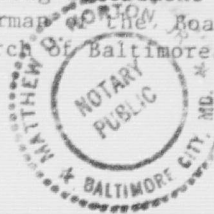
Matthew D. Norton JR
EXPIRES 7/1/90



STATE OF MARYLAND,

COUNTY, to wit:

I HEREBY CERTIFY, that on this 21 day of November, in the year 1988, before the subscriber, personally appeared Erma B. Grafton, and acknowledged that she executed the foregoing instrument for the purposes therein contained as the duly authorized Chairman of the Board of Trustees of Mt. Vernon Place Methodist Church of Baltimore.



Matthew D. Norton JR
Notary Public

My Commission Expires 7/1/90

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of November, in the year 1988, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Director of the Maryland Historical Trust.

William H. Hensley
Notary Public

My Commission Expires July 1, 1990

Approved as to form and legal sufficiency this 1st day of November, 1988.

Judith H. Rice
Assistant Attorney General

EXHIBIT A

MT. VERNON PLACE UNITED METHODIST CHURCH
BALTIMORE CITY

Page 1 of 12	Schedule
Page 2 of 12	Site Plan
Page 3 of 12	South (Front) facade
Page 4 of 12	Detail of South (Front) facade entrance
Page 5 of 12	Side (Charles Street) facade
Page 6 of 12	Detail of entrance on Side (Charles Street) facade
Page 7 of 12	Rear (Alley) facade
Page 8 of 12	Roof detail - Northeast corner of roof lines
Page 9 of 12	Roof detail - East side of church roof
Page 10 of 12	Roof detail - Southeast portion of church roof
Page 11 of 12	Contact Sheet Prints
Page 12 of 12	Identification of Contact Sheet Prints

RECFEE 34.50
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MT. VERNON PLACE UNITED METHODIST CHURCH
BALTIMORE CITY

EASEMENT EXHIBIT NO. A, Page 1 of 12

Schedule

SCALE:

PREPARED: CAM 3/88
MARYLAND HISTORICAL TRUST

NORTH

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

C.RANTOR

GRANTEE