

# Appendix A

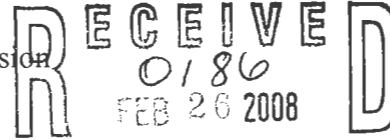
CHEVY CHASE VILLAGE  
5906 CONNECTICUT AVENUE  
CHEVY CHASE, MD 20815  
Telephone (301) 654-7300  
Fax (301) 907-9721  
ccv@montgomerycountymd.gov

GEOFFREY B. BIDDLE  
*Village Manager*  
DAVID R. PODOLSKY  
*Legal Counsel*

**BOARD OF MANAGERS**  
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*Chair*  
DAVID L. WINSTEAD  
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PETER M. YEO  
*Board Member*  
ROBERT L. JONES  
*Board Member*

February 21, 2008

Mr. Royce Hanson, Chair  
Maryland National Capital Park and Planning Commission  
8989 Georgia Avenue  
Silver Spring, Maryland 20910



OFFICE OF THE CHAIRMAN  
THE MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

Dear Mr. Hanson:

I write to you today on behalf of both the residents and the Board of Managers of Chevy Chase Village (the Village). As you are aware, the Village and Montgomery County began collaboration on acquiring the Wohlfarth Property as Urban Open Space in 2000. Under the auspices of the Legacy Open Space Program purchase of the property occurred in 2002, and in the past year, possession of the property has finally transferred to the County. The Maryland National Capital Park and Planning Commission (Park and Planning) deserves significant credit for making this acquisition a reality and the Village thanks the entire Park and Planning organization for its commitment to the property and the Village looks forward to a continued strong and collaborative working relationship as we move into development of the property's management plan.

To that end, and following multiple meetings with both Park and Planning officials and staff and multiple meetings with Village residents, the Village Board of Managers forwards the attached copy of a duly executed resolution passed unanimously at the Board's February 11, 2008 regular meeting stating:

*The Board finds that demolition and removal of the existing structures on the Wohlfarth property would fulfill the objectives of the Legacy Open Space Master plan, by promoting the public health, safety and welfare, as well as the urban park objectives for which the Village contributed funds for the acquisition of the Wohlfarth Property;*

Chevy Chase Village asks that the Park and Planning Commission take up this matter at its earliest convenience and vote to authorize the structures' removal, and further that the actual removals be scheduled as soon as possible.

Please do not hesitate to contact me regarding any question you may have.

Sincerely,

Dr. Douglas B. Kamerow  
Chair, Chevy Chase Village Board of Managers

cc: Chevy Chase Village Board of Managers  
Ms. Brenda Sandberg, Park and Planning

Introduced: 02-11-08  
Adopted: 02-11-08  
Resolution No. 02-01-08

## RESOLUTION

WHEREAS, Montgomery County (the "County") has the authority to acquire and maintain properties for use as public parks and/or open space within the boundaries of Montgomery County to promote the public health, safety and welfare; and

WHEREAS, Chevy Chase Village (the "Village") has the authority to acquire and maintain properties for use as public parks and/or open space within and adjacent to the boundaries of Chevy Chase Village to promote the public health, safety and welfare; and

WHEREAS, the County approved the Legacy Open Space Master Plan in July, 2001 ("Legacy Plan"); and

WHEREAS, certain property immediately adjacent to the Village, commonly known as the Wohlfarth Property and more particularly described in Schedule A, attached hereto and incorporated herein, was acquired by the County pursuant to the Legacy Plan for use as a public park; and

WHEREAS, the Village contributed funds to the County for the acquisition for the Wohlfarth Property; and

WHEREAS, the Legacy Plan identified the Wohlfarth Property as a property that "represent[s] a rare opportunity to retain existing green open space in an urban area"; and

WHEREAS, the County, the Village and the Maryland National Capital Park and Planning Commission (the "Commission") entered into a Memorandum of Understanding regarding the acquisition, operation and management of the Wohlfarth Property on August 12, 2002; and

WHEREAS, the aforesaid Memorandum of Understanding states, *inter alia*: ...the property shall be put to a use that is consistent with the Legacy Plan...the Commission and the Village will jointly prepare a management plan ("Management Plan") in accordance with the Legacy Plan and the acquisition goals as stated in the Legacy Plan for the Wohlfarth Property; and

WHEREAS, subsequent to the acquisition of the Wohlfarth Property by Montgomery County, the Wohlfarth Property was annexed into the Village; and

WHEREAS, the Chevy Chase Village Board of Managers received comments from Village residents and discussed possible uses for the Wohlfarth Property at various board meetings held in open session during the calendar year 2007; and

WHEREAS, after public notice duly published, at the February 11, 2008 regular meeting of the Chevy Chase Village Board of Managers, the Board of Managers held a public hearing on

possible future uses of the Wohlfarth Property and specifically whether the existing structures on the Wohlfarth Property should be maintained or demolished; and

WHEREAS, the Board of Managers received written comments from Village residents prior to the public hearing, which comments were included in the record of the public hearing and the Board of Managers received oral comments from the public at the public hearing; and

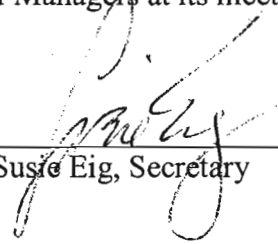
WHEREAS, the Board of Managers has considered all proper comments submitted orally or in writing regarding possible future uses of the Wohlfarth Property and whether the existing structures on the Wohlfarth Property should be maintained or demolished.

NOW, THEREFORE, BE IT RESOLVED, this 11<sup>th</sup> day of February, 2008, by the Chevy Chase Village Board of Managers, as follows:

1. The Board finds that demolition and removal of the existing structures on the Wohlfarth Property would fulfill the objectives of the Legacy Open Space Master Plan, by promoting the public health, safety and welfare, as well as the urban park objectives for which the Village contributed funds for the acquisition of the Wohlfarth Property;
2. The Board hereby expresses its intent and desire that the structures on the Wohlfarth Property be demolished and removed from the site as soon as practical; and
3. The Village Manager is authorized and directed to provide a copy of this Resolution to the Commission and to take any further action that he may deem necessary to effectuate the purposes and intent of this resolution.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Chevy Chase Village Board of Managers at its meeting of February 11, 2008.

  
\_\_\_\_\_  
Susie Eig, Secretary

# Appendix B

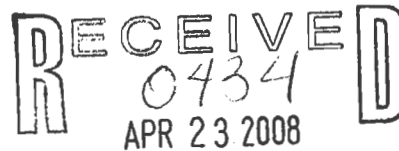
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BOARD OF MANAGERS  
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BETSY STEPHENS  
*Assistant Treasurer*  
PETER M. YEO  
*Board Member*  
ROBERT L. JONES  
*Board Member*

April 22, 2008

Royce B. Hanson, Chairman  
Montgomery County Planning Board  
M-NCPPC  
8787 Georgia Avenue  
Silver Spring, Maryland 20910



OFFICE OF THE CHAIRMAN  
THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

RE: "Wohlfarth Property"

Dear Dr. Hanson:

As you may be aware, in 2002 Montgomery County and Chevy Chase Village jointly purchased property which was then adjacent to the Village and is commonly known as the Wohlfarth Property (the "Property"). In connection with the acquisition, the Village, the County and the Maryland-National Capital Park and Planning Commission entered into a Memorandum of Understanding ("MOU") regarding the acquisition, maintenance and operation of the Property. The Property was acquired for use as a public park pursuant to the Legacy Open Space program. In accordance with the MOU, the Village has annexed the Property into the Village.

Section 8 of the MOU provides that the Commission and the Village are to jointly prepare a management plan in accordance with the Legacy Plan and the acquisition goals as stated in the Legacy Plan for the Wohlfarth Property. After receiving considerable input from Village residents and evaluating this matter at public meetings, the Village Board of Managers (the "Board") has concluded that any use of the Property other than as a public park to provide open space would be inconsistent with the purposes of the acquisition of the property. Accordingly, on February 11, 2008, the Board adopted a Resolution calling for the removal of the existing structures on the Property. A copy of that Resolution is enclosed herewith for your convenience.

In order to develop a management plan for the future use of the Property, the Commission staff and the Board have recommended holding facilitated charrettes to obtain community input. We understand that EDAW, Inc. has submitted a proposal to facilitate community charrettes for a fee of \$12,000.00. At its April 14, 2008 meeting, the Board agreed to pay one-half of the cost of the charrettes provided the Commission agrees that the structures on the property will be removed promptly. We believe that the charrettes will be more effective and efficient if they are not side-tracked by discussion of possible uses for the existing structures, any of which would not be acceptable to the Village. If the Commission agrees that the existing

**RESOLUTION**

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WHEREAS, Chevy Chase Village (the "Village") has the authority to acquire and maintain properties for use as public parks and/or open space within and adjacent to the boundaries of Chevy Chase Village to promote the public health, safety and welfare; and

WHEREAS, the County approved the Legacy Open Space Master Plan in July, 2001 ("Legacy Plan"); and

WHEREAS, certain property immediately adjacent to the Village, commonly known as the Wohlfarth Property and more particularly described in Schedule A, attached hereto and incorporated herein, was acquired by the County pursuant to the Legacy Plan for use as a public park; and

WHEREAS, the Village contributed funds to the County for the acquisition for the Wohlfarth Property; and

WHEREAS, the Legacy Plan identified the Wohlfarth Property as a property that "represent[s] a rare opportunity to retain existing green open space in an urban area"; and

WHEREAS, the County, the Village and the Maryland National Capital Park and Planning Commission (the "Commission") entered into a Memorandum of Understanding regarding the acquisition, operation and management of the Wohlfarth Property on August 12, 2002; and

WHEREAS, the aforesaid Memorandum of Understanding states, *inter alia*: ...the property shall be put to a use that is consistent with the Legacy Plan...the Commission and the Village will jointly prepare a management plan ("Management Plan") in accordance with the Legacy Plan and the acquisition goals as stated in the Legacy Plan for the Wohlfarth Property; and

WHEREAS, subsequent to the acquisition of the Wohlfarth Property by Montgomery County, the Wohlfarth Property was annexed into the Village; and

WHEREAS, the Chevy Chase Village Board of Managers received comments from Village residents and discussed possible uses for the Wohlfarth Property at various board meetings held in open session during the calendar year 2007; and

WHEREAS, after public notice duly published, at the February 11, 2008 regular meeting of the Chevy Chase Village Board of Managers, the Board of Managers held a public hearing on

possible future uses of the Wohlfarth Property and specifically whether the existing structures on the Wohlfarth Property should be maintained or demolished; and

WHEREAS, the Board of Managers received written comments from Village residents prior to the public hearing, which comments were included in the record of the public hearing and the Board of Managers received oral comments from the public at the public hearing; and

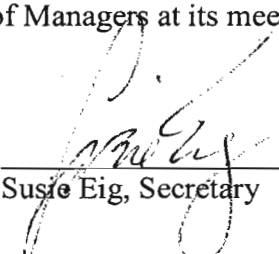
WHEREAS, the Board of Managers has considered all proper comments submitted orally or in writing regarding possible future uses of the Wohlfarth Property and whether the existing structures on the Wohlfarth Property should be maintained or demolished.

NOW, THEREFORE, BE IT RESOLVED, this 11<sup>th</sup> day of February, 2008, by the Chevy Chase Village Board of Managers, as follows:

1. The Board finds that demolition and removal of the existing structures on the Wohlfarth Property would fulfill the objectives of the Legacy Open Space Master Plan, by promoting the public health, safety and welfare, as well as the urban park objectives for which the Village contributed funds for the acquisition of the Wohlfarth Property;
2. The Board hereby expresses its intent and desire that the structures on the Wohlfarth Property be demolished and removed from the site as soon as practical; and
3. The Village Manager is authorized and directed to provide a copy of this Resolution to the Commission and to take any further action that he may deem necessary to effectuate the purposes and intent of this resolution.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Chevy Chase Village Board of Managers at its meeting of February 11, 2008.



---

Susie Eig, Secretary

structures will be removed and is agreeable to the joint cost-sharing proposal above, please let us know and we will have our staff work with the Commission staff to schedule the charrettes.

It has been a pleasure working with the Commission and its staff to reach this point in the process. The Board looks forward to continuing our collaboration with the Commission in the development of the joint management plan and to having the open space to enjoy with the community.

Very truly yours,



Douglas B. Kamerow, Chairman  
Chevy Chase Village Board of Managers

DRP:DBK:ag

cc: Chevy Chase Village Board of Managers  
Geoffrey Biddle, Village Manager  
David R. Podolsky, Village Counsel  
Oscar S. Rodriguez, Executive Director, M-NCPPC  
Ms. Brenda Sandberg, M-NCPPC  
Mr. William Gries, M-NCPPC  
Carol Rubin, Associate General Counsel, M-NCPPC  
Mary Bradford, Director of Parks  
John Hench, Chief-Park Planning and Stewardship Division

**Citizens Coordinating Committee on Friendship Heights, Inc.**

April 24, 2008

Dr. Royce Hanson, Chair  
Maryland National Park and Planning Commission  
8787 Georgia Ave  
Silver Spring, MD 20910

RECEIVED  
0455  
APR 29 2008  
OFFICE OF THE CHAIRMAN  
THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

Dear Chairman Hanson,

The Citizens Coordinating Committee on Friendship Heights, Inc. is an umbrella group representing 17 Civic Associations and over 10,000 households in the area adjacent to and west of the Wohlfarth Property which was acquired by the County in 2002 under the Legacy Open Space Program.

The possession and title to that property was recently transferred to the County as the final contingencies were met. As you are aware, the property is "improved" as there is an older single-family house in its center. The greater community is greatly looking forward to the time when the property can function as a true urban park for the benefit of the many residents and visitors to the area as well as the nearby neighbors. To that end, we urge that the existing structure be demolished in order that a well designed park can be created. Chevy Chase Village, within whose corporate limits this property sits, has already communicated its desire that the house be removed. We join in that request.

Further, Chevy Chase Village has retained EDaw to conduct a two-part charette in April to insure that the park is well designed and meets the needs of both the Village residents and the greater community, all of whom will be able to participate in the planning of the park. CCCFH and its member organizations will be participating in this charette. Removal of the existing structure, which is not appropriate for park use and is situated in such a way as to interfere with good park design, is necessary and we urge the Board to issue the necessary orders and that the building be removed as soon as possible.

Sincerely,



Phyllis R. Edelman  
Chair  
CCCFH

Representing the Citizens Associations of Brookdale, Chevy Chase Village, Chevy Chase West, Drummond, Green Acres-Glen Cove, Kenwood, Kenwood Condominium, Somerset, Somerset House I, Springfield, Sumner, Western Avenue, Westmoreland, Westbard Mews and Westwood Mews



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the 12<sup>th</sup> day of August, 2002, among MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, hereinafter referred to as "the County", CHEVY CHASE VILLAGE, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815, an incorporated municipality of the State of Maryland, hereinafter referred to as "the Village", and THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, hereinafter referred to as "The Commission."

WHEREAS, the County has the authority to acquire and maintain properties for use as public parks and/or open space within the boundaries of Montgomery County to promote the public health, safety and welfare; and

WHEREAS the County approved the Legacy Open Space Master Plan in July, 2001 ("Legacy Plan"); and

WHEREAS, certain property immediately adjacent to the Village, commonly known as the Wohlfarth Property and more particularly described in Schedule A, attached hereto and incorporated herein, hereinafter referred to as the "Wohlfarth Property", is being acquired by the County pursuant to the Legacy Plan for use as a public park; and

WHEREAS the Legacy Plan identified the Wohlfarth Property as a property that "represent[s] a rare opportunity to retain existing green open space". in an urban area (Legacy Plan p. 80); and

WHEREAS, the Village is a municipal corporation located in Montgomery County, Maryland and has the authority to acquire and maintain public parks to promote the public health, safety and welfare; and

WHEREAS, the County, The Commission and the Village intend to cooperate in the acquisition, operation and maintenance of the Wohlfarth Property upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The County is attempting to conclude a contract for acquisition of the Wohlfarth Property from its current owners.
2. The Village intends to contribute the sum of \$1,250,000.00 to the Purchase of the Wohlfarth Property. The Village's contribution is contingent upon being able to use at least \$311,605.15 in Program Open Space Funds as follows: \$123,327.25 unencumbered account balance as of July 1, 2001; \$7,897.90 unspent funds from Newlands Park Development project (FY 1996); the balance of \$180,380.00 shall be allocated at \$18,038.00 per year, or such other amount as may be allocated, commencing in fiscal year 2003 through fiscal year 2012 or longer. The Commission shall retain the allocations described in this paragraph for Commission and/or County parkland acquisitions, determined by The Commission and County in their sole discretion. The Village's obligation to make a contribution of Program Open Space funds in any year is contingent upon allocation of those funds from Program Open Space in the amounts described in Section 3 above. In the event an allocation in the amount set forth above is not received for any year, the Village's obligation under this

Agreement to contribute Program Open Space funds shall be extended until the full \$311,605.15 is contributed.

3. The balance of the Village's contribution shall be made in accordance with the following schedule but is subject to annual appropriations which cannot be guaranteed at this time:

(A) \$200,000.00 within 30 days after settlement on the acquisition of Lots 4,5, 6, 7, 8 and 24 of the Wohlfarth Property.

(B) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2003.

(C) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2004.

(D) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2005.

(E) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2006.

(F) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2007.

(G) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2008.

(H) \$100,000.00 on or before the 15<sup>th</sup> day of July, 2009.

(I) \$38,394.85 or the outstanding balance, on or before the 15<sup>th</sup> day of July, 2010.

4. The County agrees to request that the Village annex the Wohlfarth Property into the Village immediately following the later to occur of 1) settlement on all of the Lots comprising the Wohlfarth Property and the Village's assurances to Ms. Rowland (occupant under the Estate for Years) that she will have no additional financial or other burdens or responsibilities with respect to Lot 21 as a result of the annexation, or 2) the Village's payment of \$300,000.00 pursuant to Section 3, above, to the County.

5. If House of the Temple Historic Preservation Foundation, Inc. and Trustee of the William Jarboe Wohlfarth Charitable Remainder Annuity Trust at any time exercise their Repurchase Option for some or all of the Wohlfarth Property, then the County will credit the Village with Open Space Allocations in an amount equivalent to Open Space funds actually contributed pursuant to Section 2 above and will reimburse to the Village an amount equal to all Village funds actually paid to the County pursuant to Section 3, above.

6. The Wohlfarth Property will be used in a manner consistent with the purposes identified in the Legacy Plan for the Wohlfarth Property. The Wohlfarth Property was selected for acquisition in accordance with the Legacy Acquisition Criteria established in the Legacy Plan, relevant portions of which are attached hereto.

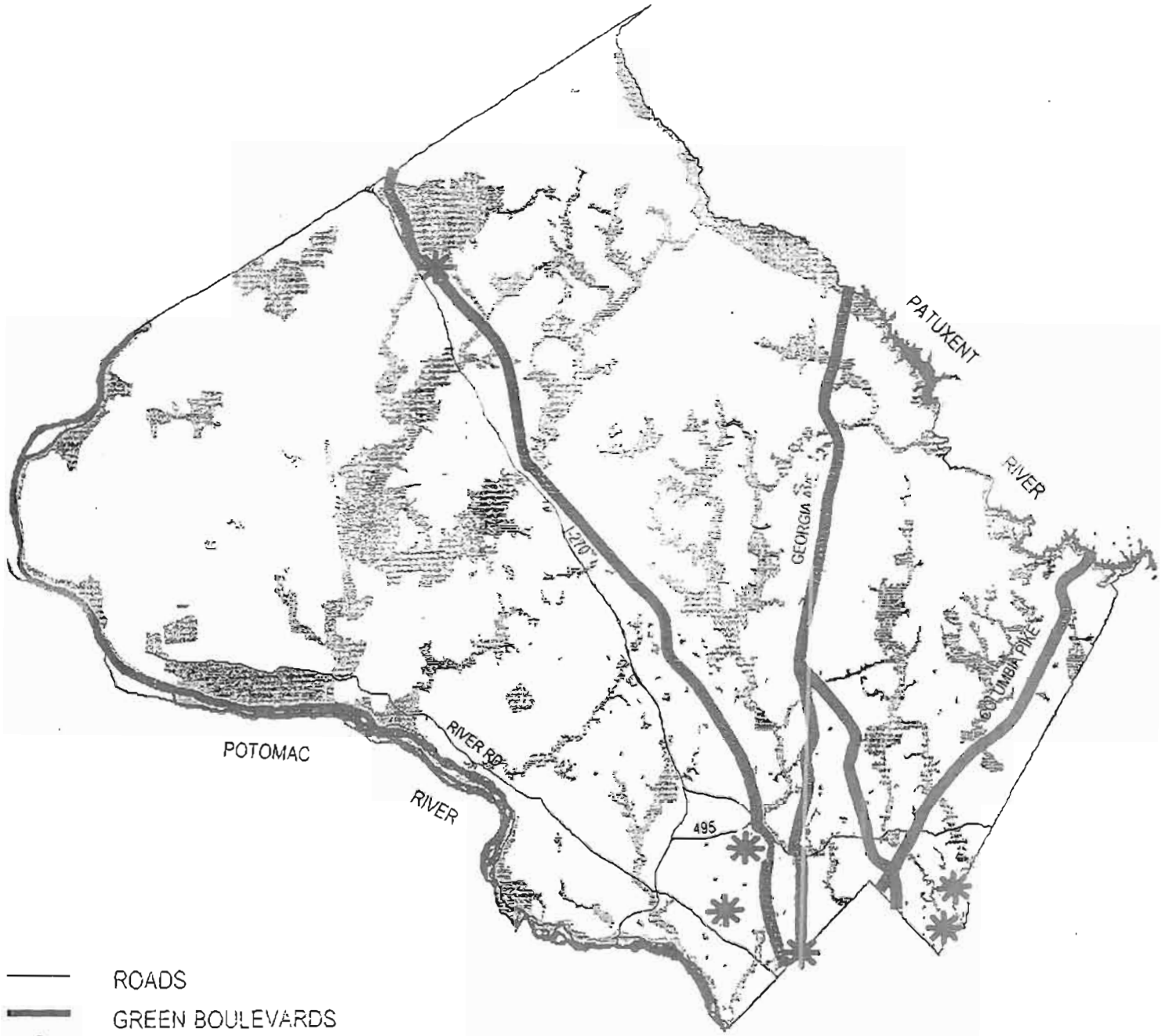
7. The County and the Commission agree that the Property is to be managed by the Commission in accordance with the terms of the Agreement between the County and Commission dated May 24, 1972. Nothing in this Agreement is intended to limit or amend the provisions of the 1972 Agreement between the County and the Commission. The parties recognize that the acquisition of the Wohlfarth Property by the County will be subject to the reserved rights of Mildred Vernalie Rowland to reside at the subject property as provided for in the Estate for Years and modified by the Purchase Contract, attached hereto as Exhibits A and B, respectively. However, during such occupancy, neither the County, nor the Commission shall use the property for any purpose other than as provided in the Estate for Years as modified by the Purchase Contract. Upon the expiration of those rights, the property shall be put to a use that is consistent with the Legacy Plan.

8. The Commission and the Village will jointly prepare a management plan ("Management Plan") in accordance with the Legacy Plan and the acquisition goals as stated in the Legacy Plan for the Wohlfarth Property. Any change in use of the Wohlfarth Property will be subject to the Management Plan, as jointly amended from time to time by the Commission and Village. The Commission and Village may begin and conclude the Management Plan approval process during the Estate for Years.

9. The Commission shall be responsible for maintaining and operating the Wohlfarth Property and upon annexation to the Village, the Village shall provide municipal services to the Wohlfarth Property (e.g., police and refuse service, but not park maintenance or operations).

10. The Village shall have a right of first refusal in the event that the County determines to sell all or a portion of the Wohlfarth Property (other than a sale to the House of Temple Historic Preservation Foundation, Inc. and Trustee of the William Jarboe Wohlfarth Charitable Remainder Annuity Trust pursuant to its repurchase option under the contract). If the Village exercises its right of first refusal before it has paid the full \$1,250,000.00 required by Sections 2 and 3 above, its right of first refusal shall be contingent upon the payment to the County of all sums not yet paid. Any sums not paid shall be paid in full at settlement. The purchase price shall be 80% of the then current fair market value of the property to be sold. The Village will have 120 days following notice of a proposed sale to notify the County of its intent to exercise the right of first refusal. However, if during the months of July or August of any year, the County notifies the Village of its determination to sell all or a portion of the Wohlfarth Property, the Village will have respectively an additional 60 or 30 days to notify the County of its intent to exercise its right of first refusal. Title shall be good and marketable, subject to

# PROTECTION OF URBAN SPACE AND GREEN BOULEVARDS



- ROADS
- GREEN BOULEVARDS
- \* URBAN SITE
- WATER
- PARKLAND



NOT TO SCALE

If to the Village:

Village Manager  
5906 Connecticut Avenue  
Chevy Chase, Maryland 20815,

with a copy to:

David R. Podolsky, Esquire  
Village Counsel  
255 N. Washington Street, #500  
Rockville, Maryland 20850

If to the County:

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

with a copy to:

County Attorney  
Office of the County Attorney  
101 Monroe Street  
Rockville, Maryland 20850

If to the Commission:

Executive Director  
The Maryland-National Capital Park and Planning  
Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

With a copy to both:

William Gries, Property Acquisition Specialist  
The Maryland-National Capital Park and Planning  
Commission  
9500 Brunett Avenue  
Silver Spring, Maryland 20901

The Maryland-National Capital Park and Planning  
Commission  
Associate General Counsel

8787 Georgia Avenue  
Silver Spring, Maryland 20910

13. If any provision of this MOU, or a portion thereof, or application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this MOU, or the application of such provision or portion thereof to any other person or circumstances shall not be affected thereby.

14. This MOU shall be construed in accordance with the laws of the State of Maryland.

15. Any disputes hereunder shall be subject to good faith mediation.

16. This MOU may be amended, modified or terminated at any time by a declaration in writing, executed and acknowledged by the parties to this MOU or their successors or assigns. This MOU shall not otherwise be amended, modified or terminated.

[SIGNATURE PAGE ATTACHED]



IN WITNESS WHEREOF, the County, the Village and The Commission have  
executed this MOU as of the date first set forth above.

APPROVED AS TO FORM AND LEGALITY.  
OFFICE OF COUNTY ATTORNEY  
BY: Diane R. Jones  
DATE: 8/13/2002

MONTGOMERY COUNTY, MARYLAND

By: William W. Rooney  
Bruce Romer  
Chief Administrative Officer

APPROVED AS TO LEGAL SUFFICIENCY

AK  
M-NCPPC Legal Department  
Date: 8/13/02


THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

ATTEST:

By: Patricia Colihan Barney  
Patricia Colihan Barney  
Secretary-Treasurer

By: Trudye Morgan Johnson  
Trudye Morgan Johnson  
Executive Director  
CHEVY CHASE VILLAGE

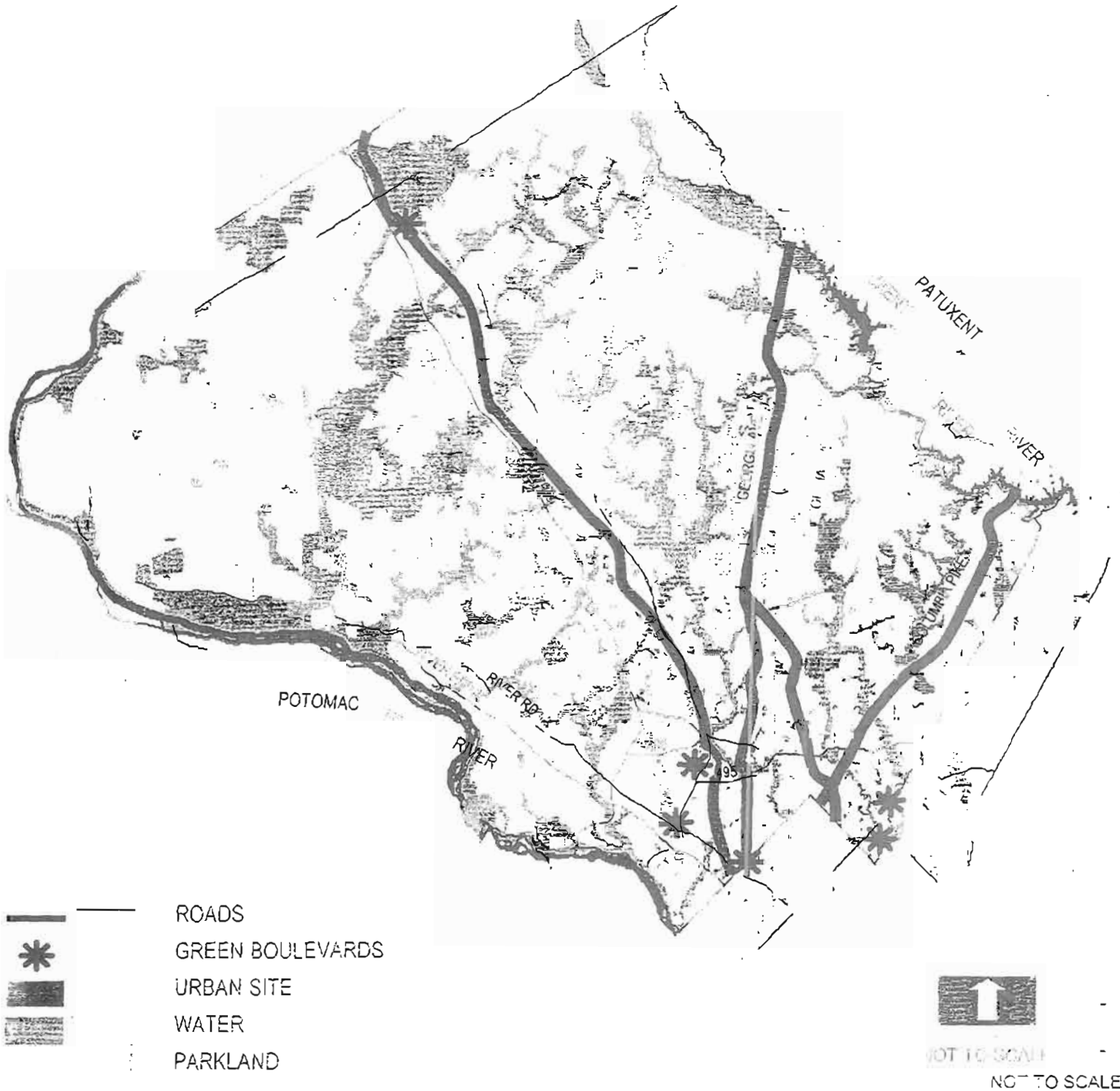
By: \_\_\_\_\_  
Jerry Schiro  
Village Manager

Shana R. Davis  
 SHANA R. DAVIS  
Notary Public  
Prince George's Co., MD  
My Comm. Exps. Feb. 2, 2005

## SCHEDULE "A"

Lots numbered 4, 5, 6, 7, 8, 20, 21, 22, 23 and 24 (each individually, a "Lot", or collectively the "Lots") in Block numbered 5 in the subdivision known as Sec. I-A Chevy Chase, more particularly shown on plat recorded in PB 4 at Plat No. 349 in the Land Records for Montgomery County, Maryland.

# PROTECTION OF URBAN SPACE AND GREEN BOULEVARDS



## RESOURCE CATEGORY #6: PROTECTION OF URBAN SPACES

### OVERVIEW

Montgomery County has a strong tradition of establishing significant urban open spaces, creating green boulevards and providing regional parks. As Montgomery County continues to grow, the importance of these urban open spaces, green boulevards, and regional parks intensifies. Regional parks serve countywide needs for active recreation and conservation. Urban open spaces serve local neighborhood needs. These urban open spaces include parkland within existing neighborhoods.

In addition to regional parks and urban open spaces, several green boulevards serve to provide recognizable linear green areas. Major open spaces next to these green boulevards (e.g., the frontage of the National Institutes of Health) also helps to establish a unique character for both the green boulevards and the adjacent neighborhoods.

The combination of urban open spaces, green boulevards, and regional parks provides an important community building element within Montgomery County, and directly contributes to community livability and character. They have been obtained through direct purchase, transfer of sites from other agencies, and through the regulatory process and are held by public agencies.

### EXISTING SITUATION

**Urban Open Spaces** - These open spaces establish important green areas and natural resources within existing neighborhoods. They are provided both through direct purchase of sites within existing neighborhoods, and transfer of publicly owned land. These sites include undeveloped land in private or public ownership within existing neighborhoods. Buffer areas located within neighborhoods and at the edge of central business districts establish a green area between high-density central business districts and the adjacent neighborhoods. Other privately owned sites include undeveloped sites located adjacent to existing stream valley parks.

Open spaces and natural resources owned by the public include several closed school sites. The primary challenge to protection comes from the private organizations including schools that need sites in existing neighborhoods. As improvements are provided, the existing users request to purchase these sites. Several of these sites have already been purchased. Retaining surplus school sites as public open space so that they can continue to serve as neighborhood green infrastructure is a significant challenge.

**Green Boulevards** - A green boulevard, for this plan, is defined as the environs of a major highway containing an emphasis on landscaping within the right-of-way and open spaces outside the right-of-way. The open spaces can be provided through private actions, public ownership, or some combination of the two. The designation of a green boulevard does not affect the transportation function of the major highway within the green boulevard. Green

boulevards provide both linear green space and in some locations serve as gateways to Montgomery County. They provide both a first impression of Montgomery County and serve to establish the character of the adjacent neighborhoods. Undeveloped open spaces that define these green boulevards also contribute to the character of these major thoroughfares and the adjacent neighborhoods. Open spaces alongside green boulevards can also provide an important buffer between commercial and residential uses.

Remaining undeveloped open spaces along these boulevards presently include land regulated by setback requirements, land purchased for parkland, and undeveloped land. Examples of these spaces provided through a deliberate County policy include purchase of Woodside Park next to the Silver Spring CBD and the creation of buffer areas located on the NIH property next to Wisconsin Avenue through the regulatory process. These open spaces are valuable resources worthy of protection.

**Regional Parks** - Regional parks play a key role in conserving natural areas, and in providing active and passive recreation opportunities. These large parks serve many more people than local parks and retain a large portion of the site for conservation. This large conservation space is what differentiates regional parks from the other large county-wide park category, recreational parks, which have a greater emphasis placed on the provision of active recreation opportunities. Characteristics of regional parks include:

1. Land mass over 200 acres
2. Reserve at least two-thirds of its acreage for conservation related purposes.
3. Provide a large range of active and passive recreational opportunities such as picnicking, fishing, hiking, and camping.

Montgomery County currently has five developed regional parks (over 7,800 acres). All of the existing regional parks include picnic and playground areas, trails, and nature centers. Two of these parks serve the lower County areas and also are unique in that they include athletic complexes and significant active recreation areas. Wheaton, the first regional park, was opened to the public in 1961. It has a large botanical garden and is easily reached by lower and eastern County residents. Cabin John serves the southwestern portion of the County. Many recreational facilities are provided including lighted tournament quality athletic fields, year-round tennis courts, ice rinks, trains and a carousel. The three parks serving the mid and northern County area have large amounts of conservation land and provide other types of recreational opportunities. All three of these regional parks have golf courses and Little Bennett also includes a campground. Black Hill and Rock Creek offer boating and other water oriented activities.

The challenge to providing regional parks is to identify the future need and establish appropriate locations before the large sites are developed. Finding land suitable for both active recreation and conservation areas needed for regional parks is also a challenge.

## LEGACY OPPORTUNITY AREAS

**Urban Open Spaces** - Transfer or purchase of selected sites is needed to serve the local open space needs of existing neighborhoods. Criteria used to identify urban sites for Legacy Open Space include:

- A. Key open spaces along major highways.
- B. Vacant land within existing urban neighborhoods.
- C. Important urban natural areas, especially if they promote interconnection of the urban green infrastructure.

The master plan recommends that the following list of sites be included in Legacy Open Space:

- Bush Property, Bethesda
- Sligo Mill Property, Takoma Park
- Wohlfarth Property, Friendship Heights
- Clarksburg Triangle Property, Clarksburg
- Takoma Academy, Silver Spring<sup>12</sup>
- Maiden Lane Property, Bethesda<sup>12</sup>

In addition, the County currently owns many small urban open spaces that result from unutilized rights-of-ways, changed road alignments, closed schools or school properties that were never built. Remnants of subdivisions also constitute valuable open spaces for our urban neighborhoods. If the County proposes to sell any of these properties, they should be evaluated for protection through Legacy Open Space. The Legacy program will consider these and other opportunities in urban areas for their potential as neighborhood open space links – or green infrastructure – as they are identified. Land purchase criteria to consider include connectivity, community purpose and special natural or cultural resources.

**Green Boulevards** – This plan focuses on several green boulevards and a series of other key sites along major highways as follows:

1. *MD 355 (Wisconsin Avenue/Rockville Pike/Frederick Road)* - This highway began as a primary route to the western frontier. Existing markers that celebrate this role included the Madonna of the Trails located in the Bethesda CBD and the eighteenth century Washington, D.C. Boundary Marker located in Friendship Heights. Private sector efforts during the development of the area along MD 355 (Wisconsin Avenue) between the Friendship Heights CBD and the Bethesda CBD establish a positive character for the adjacent neighborhoods. To the north, the Clarksburg Triangle site is also an important green space along MD 355 near the future Clarksburg Town

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<sup>12</sup> It is expected these properties will be purchased through other programs and funding sources. However, Legacy tools, including purchase, can be used to protect and preserve these properties.

Center.

2. *MD 97 (Georgia Avenue)* – This green boulevard continues to provide a major access into Washington, D.C. It defines the character for the neighborhoods between the Silver Spring CBD and Montgomery Hills as well as the neighborhoods between the commercial center of Wheaton, Glenmont and Olney.
3. *US 29 (Colesville Road and Columbia Pike)* - This green boulevard serves as a major connection between Baltimore and Washington, D.C. It also provides a first impression for the adjacent neighborhoods. Recent efforts to improve its character include the improvements to Colesville Road through the Four Corners area. Purchase of the WSSC parcel next to Northwest Branch has already occurred, providing opportunities to augment and reinforce the boulevard character.
4. *Other Key Sites and Green Boulevards* - The existing golf course located along New Hampshire Avenue next to the future site of the Food and Drug Administration is one example of a site that should be retained as open space. Connecticut Avenue from Aspen Hill to the District of Columbia is also an important green boulevard.

**Regional Parks** - There is a long-term need to identify a new regional park to serve future generations that includes active recreation opportunities as well as conservation areas. Although the PROS Plan indicates that countywide recreation needs will be met by current park proposals through the year 2010, a new regional park will be needed after that time. It should be located to serve the area, where the greatest expansion of County population is anticipated.

This plan recommends that a site selection process should be undertaken so that development doesn't preclude optimum site selection. The search process should include the following:

- Identification of high need areas
- Identification of undeveloped sites of 200 acres or more (greater than 350 acres is preferable)
- Evaluation of potential sites with respect to environmental opportunities and constraints
- Identification of suitable land for recreation purposes on the site
- Opportunities for connectivity to other public parkland or private conservation land
- Site constraints such as sewer and water, transportation network, adjacent

conflicting land uses, and potential safety concerns

- Community and user group input on potential sites
- Approved regional park guidelines described in the PROS Plan

## ACQUISITION MECHANISMS

**Urban Open Spaces** - A variety of implementation mechanisms exist. Several of these sites will require purchase by the public. Opportunities to transfer existing publicly owned sites to permanent green space or historic resources status should also be considered if the property was not acquired to protect a significant resource identified by the Legacy Open Space Program. If existing private schools plan to relocate from existing publicly owned sites, these sites should be studied for possible inclusion in the Legacy Open Space Program. The main goal is to retain existing public sites in public ownership, and to preserve local open space and recreation opportunities. Instead of purchase by private organizations, the Legacy Open Space Program would implement a transfer of these sites to the M-NCPPC as leases expire and the school is no longer appropriate for private use. This transfer could be achieved either through direct transfer without cost or as a purchase.

**Green Boulevards** - The implementing mechanisms include a variety of techniques. Purchase of selected sites along major highways is one mechanism to establish the green boulevard concept in Montgomery County. Establishing regulations for setbacks, access, and landscaping provides another mechanism to improve the green boulevard. Finally, actions within the right-of-way, such as street tree planting and maintenance programs, can also improve green boulevards.

**Regional Parks** - Direct purchase of land is the primary strategy to provide an additional regional park. A purchase could also be combined with a gift of land or limited dedication.

## OTHER SITES UNDER CONSIDERATION

Appendix D contains a list of sites that will be studied for inclusion in the Legacy Open Space Program. These and other new sites will be considered according to the processes for changing the classification of sites and adding new sites outlined in the previous section (see pages 23-28).



**RESOURCE CATEGORY #6  
PROTECTION OF URBAN OPEN SPACES<sup>13</sup>**

Urban Open Spaces	OBJECTIVE	SIGNIFICANCE	COMMENTS
<b>Regional Parks</b>	Initiate site search to meet post 2010 need in County.	Provides active and passive open space necessary to serve the expanding population.	More than 200 Acres will be required. Move quickly; otherwise options lost as development encroaches.
<b>Parkland in existing neighborhoods</b> 1. Bush Property 2. Sligo Mill Property 3. Wohlfarth Property 4. Clarksburg Triangle 5. Takoma Academy <sup>14</sup> 6. Maiden Lane Property <sup>14</sup>	Preserve existing undeveloped parcels in existing neighborhoods. Provide a transition between existing central business districts and adjacent residential neighborhoods.	These open spaces include some of the last remaining undeveloped parcels in the existing neighborhoods. They represent a rare opportunity to retain existing green open spaces.	Include publicly owned sites to be studied as sites are considered surplus.
<b>Green Boulevards</b> Highest priority: MD 355 Georgia Avenue US 29 Other priorities: Connecticut Avenue	Create high quality green boulevards with special character along selected major highways.	These boulevards establish the initial impression of Montgomery County. They also serve to maintain and reinforce the existing character of the adjacent neighborhoods.	Primary Methods of Implementation: ◦ Building setbacks achieved through regulatory review ◦ Acquisition through dedication or purchase

<sup>13</sup> Appendix D contains a list of sites that will be studied for inclusion in the Legacy Open Space Program. These and other new sites will be considered according to the processes for changing the classification of sites and adding new sites outlined in the previous section (see pages 23-28).

<sup>14</sup> It is expected this property will be purchased through other programs and funding sources. However, Legacy tools including purchase can be used to protect and preserve this property.

0018880 708

1 of 2

DEED

THIS DEED, made this 20<sup>th</sup> day of December, 2000, by and between WM. JARBOE WOHLFARTH (also known as William Jarboe Wohlfarth), Grantor, and HOUSE OF THE TEMPLE HISTORIC PRESERVATION FOUNDATION, INC., Grantee.

WITNESSETH, that in consideration of the sum of \$620,960 the said WM. JARBOE WOHLFARTH, Grantor, does hereby grant, bargain and convey unto HOUSE OF THE TEMPLE HISTORIC PRESERVATION FOUNDATION, INC., Grantee, its successors and assigns, in fee simple, but subject to the reservations below, all that piece or parcel of land situate, lying and being in the County of Montgomery, State of Maryland, described as follows:

Lot numbered 21, in Block numbered 5 in the subdivision known as "SEC. I-A Chevy Chase" and recorded in Plat Book No. 4, Plat No. 349, one of the land records of Montgomery County, Maryland.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Subject to easements, rights of way, minimum building restriction lines and covenants of record.

RESERVING, HOWEVER, unto the Grantor, and upon Grantor's death prior to December 31, 2009, granting to Mildred Vernalie Rowland or any individual other than Mildred Vernalie Rowland if so specifically appointed otherwise by Grantor in his Last Will and Testament ("Rowland") the right to reside in the property earlier of (a) December 31, 2009, or (b) the date of death of the survivor of Grantor or Rowland or (c) the date on which neither Grantor nor Rowland is no longer residing in the property described herein as his or her principal residence. Grantor nor Rowland may sell, convey, or dispose of the property or any interest therein. Neither Grantor nor Rowland may mortgage the fee simple estate of the remainder interest. Rowland may not devise the property or any interest therein to any person other than Grantor. Grantor, or his personal representative, may record among the land records an instrument of designation evidencing the appointment, pursuant to Grantor's Last Will and Testament, of a person other than Mildred Vernalie Rowland to reside in the property on the terms, conditions and restrictions set forth in this paragraph.

Street Address: 5409 Grove Street Chevy Chase, Maryland 20815

APPROVED FOR TRANSFER

BY WJH MONT., CO., MD

MAR 12 2001

\$ EXEMPT TRANSFER TAX PAID

GRANTOR'S SHARE \$ 5.00  
RECORDING FEE 20.00  
RECORDATION 2,732.40  
TR. TAX STATE 3,184.88  
TOTAL 5,862.28  
RCPT # 68637  
BK # 3566  
MAR 12 2001 12:40 PM

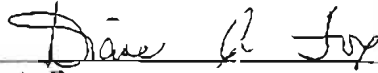
FILED  
HOLLY O. RUHL  
CLERKS OFFICE  
MONTGOMERY CO. MD

32.40  
0104.80  
20.5  
K



CERTIFICATION

I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



\_\_\_\_\_  
Diane A. Fox

State of Maryland Land Instrument Intake Sheet

Baltimore City  County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.  
Use or Print on Each Box Only - All Capital Letters Be Legible

State Department of Assessments and Taxation

1 Type(s) of Instruments  Check Box if Addendum Intake Form is Attached  
 Deed  Mortgage  Other  Other  
 Deed of Trust  Lease  Other  Other

2 Conveyance Type Check Box  
 Improved Sale Arms-Length (1)  Unimproved Sale Arms-Length (2)  Multiple Accounts Arms-Length (3)  Not an Arms-Length Sale (9)

3 Tax Exemptions (if Applicable) State or Explain Authority  
 Recordation  N/A  
 State Transfer  N/A  
 County Transfer  Transfer to Charitable Organization

Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration (\$)	Any New Mortgage (\$)	Transfer and Recordation Tax Consideration (\$)	
Balance of Existing Mortgage (\$)			X1 1% = \$	
Other (\$)			Less Exemption Amount = \$	
Other (\$)			Total Transfer Tax = \$	
Full Cash Value (\$)	630,460		Recordation Tax Consideration	
			X1 1 per \$500 = \$	
			<b>TOTAL DUE</b>	

Fees	Amount of Fees		Agency
	Doc 1	Doc 2	
Recording Charge	\$ 20		Agenc
Surcharge	\$ 5		Tax Bill
State Recordation Tax	\$ 2732.40		C.B. Credit
State Transfer Tax	\$ 3104.80		Ag Tax One
County Transfer Tax	\$ -0-		
Other			
Other			

5 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District: 7 Property Tax ID No. (11): 483675 Greater Liber/Polis: 17410 Map: 804 Parcel No.: 41299 Fee: LOG

Subdivision Name: SEC. 2-A, CREEK CHASE Lot: 3 Block (tbl/struck/0): 3 Plat Ref: 4/299 S (tbl/struck/0): 3

Location / Address of Property Being Conveyed (2): 5409 CRANE ST, CREEK CHASE, MD 20715

Other Property Identifiers (if applicable): \_\_\_\_\_ Water Meter Ac (tbl) No. \_\_\_\_\_

Residential  or Non-Residential  Fee Simple  or Ground Rent  Assessed?

Partial Conveyance?  Yes  No Description/Am. of S/F/Average Transferred: \_\_\_\_\_

7 Transferred From

Doc 1 - Grantor(s) Name(s): Wm. Jakob Winkhardt Doc 2 - Grantor(s) Name(s): \_\_\_\_\_

Doc 1 Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_ Doc 2 Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_

8 Transferred To

Doc 1 - Grantee(s) Name(s): House of the Temple Historic Preservation Foundation, Inc. Doc 2 - Grantee(s) Name(s): \_\_\_\_\_

New Owner's (Grantee's) Mailing Address: 1733 16th St. NW, Washington, DC 20009-3103

9 Other Names to Be Indexed

Doc 1 - Additional Names to be Indexed (Optional): \_\_\_\_\_ Doc 2 - Additional Names to be Indexed (Optional): \_\_\_\_\_

10 Contact/Mail Information

Instrument Submitted By or Contact Person:  Return to Contact Person  Hold for Pickup  Return Address Provided

Name: Diana Fox  
 Firm: Palmer Estiman  
 Address: 4800 Hammer Lane, 7th Floor  
Beltsville, MD 20814 Phone: (301) 951-9326

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information: Yes  No  Will the property being conveyed be the grantor's principal residence?  
 Yes  No  Does transfer include personal property? If yes, identify: \_\_\_\_\_  
 Yes  No  Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Transfer Number	20	20	Doc	Map	Sub	Block	Parcel	Section	Dist. Co.
Transfer Number									
Year									
Lot									
Block									
Parcel									
Section									
Dist. Co.									

Distribution: Wink - Clerk's Office  
Carney - SDAT  
Palmer - Office of Finance  
Goldschmidt - Register  
 400-CC-300 (ext)

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MONTGOMERY COUNTY, MARYLAND

OPTION CONTRACT

Legacy Open Space PDF No. 018710

(Chevy Chase Open Space)

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GENERAL INFORMATION AND NOTICE

Montgomery County Code, 1994, Chapter 11B, Article XII, and Chapter 19A, Article III require that:

- A. Any public employee who has or obtains any benefit from any contract with any person transacting business with Montgomery County, Maryland, a body politic (the "County") in which the public employee has an interest, financial or otherwise, must report such benefit to the Montgomery County Ethics Commission. In the event that the public employee knows or should have known of such benefit, failure to report the benefit to the Ethics Commission shall be a violation of the ethical standards contained in the Montgomery County Code. This provision does not apply to a contract with a business entity where the employee's interest in the business has been placed in an independently managed trust.
  - B. It is unlawful for any person to offer, give or agree to give to any public or former public employee, or for any public or former public employee to solicit, demand, accept or agree to accept from another person, gifts for or because of: (1) an official public action taken, or to be taken, or which could be taken; (2) a legal duty performed or to be performed, or which could be performed; or (3) a legal duty violated or to be violated, or which could be violated by such public or former public employee. The Grantor (defined below) hereby represents that he or she has not retained anyone to solicit or secure the contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies retained by Grantor for the purpose of securing business, or an attorney rendering professional legal services consistent with applicable canons of ethics.
  - C. Unless authorized by law or the Ethics Commission under Section 19A of the County Code, it is unlawful for any person transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment, if the duties of the public employee include significant participation in the procurement matter.
-

Article 1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, "Grantor", whose legal name and mailing address is:

NAME: HOUSE OF THE TEMPLE HISTORIC PRESERVATION  
FOUNDATION, INC., INDIVIDUALLY AND AS TRUSTEE OF  
THE WILLIAM JARBOE WOHLFARTH CHARITABLE  
REMAINDER TRUST,

ADDRESS: 1733 16th Street, NW  
Washington, DC 20009-3013

and the County hereby agree as follows: Grantor grants and conveys to the County, the exclusive right and option to purchase (hereinafter the "Option") the Property (hereinafter defined) for the total sum of Five Million Dollars (\$5,000,000.00). The Property is all of the Lots described below, together with all improvements thereon, appurtenances thereto, and rights associated therewith (collectively, the "Property").

Said Property being described as Lots numbered 4,5,6, 7, 8, 20, 21, 22, 23 and 24 (each individually, a "Lot", or collectively the "Lots"), in Block numbered 5 in the subdivision known as Sec. I-A Chevy Chase, more particularly shown on plat recorded in PB4 at Plat No. 349 in the Land Records for Montgomery County, Maryland.

Upon "Acceptance" (as hereafter defined), this Option shall be irrevocable, except as set forth herein, until July 31, 2003. The Option shall be deemed accepted and become a valid and binding contract of sale between the parties hereto as of the date the County Executive issues an Executive Order exercising this Option and accepting the terms hereof on behalf of the County ("Acceptance"). Acceptance must occur on or before thirty (30) days of the date Grantor signs this Option. If Acceptance does not occur by that date, this Option shall be null and void,

Article 2. Upon Acceptance, Grantor and the County hereby agree as follows:

(1) Intentionally Deleted.

(2) Title. Upon Acceptance, thirty (30) days shall be allowed for the examination of the title to the Property by the County (the "Study Period"). If the County has any objections to the state of title of the Property, then the County shall, within fifteen (15) days following the expiration of the Study Period, notify Grantor of such objection(s). If the County does not object to any such title defect during such fifteen (15) day period, then such title defect will be deemed waived and the parties will proceed to settlement. If, however, the County does object to title within such period, then Grantor shall have the privilege, but not the obligation, to remove or satisfy the title defect within ninety (90) days after notice. If the Grantor elects not to or is unable to remove or satisfy such title defect within such ninety (90) day period, the County's sole option shall be to either: (i) terminate this Option, or (ii) waive the defect and proceed to settlement hereunder. In no event shall Grantor be liable to the County at law or in equity on account of any title defects not remedied. Title to the Property shall be good and marketable and free of liens and encumbrances except for liens or encumbrances the County has agreed in writing to accept or which the County has been deemed to waive pursuant to this

Section (the "Permitted Exceptions"). The County expressly acknowledges that it is acquiring Lot 21 subject to that certain estate for years described in the Deed dated December 20, 2000 and recorded in the Land Records for Montgomery County, Maryland in Liber 18880 at Folio 708 (the "Estate for Years"). The County shall prepare and furnish the deeds conveying fee simple title to the Property and any improvements located thereon to the County. The deeds shall be executed and delivered by Grantor to the County by the time of settlement(s) as described hereunder. The Property is to be conveyed by special warranty deed, free and clear of all liens and encumbrances; subject only to Permitted Exceptions, and as to Lot 21, the Estate for Years. The Property shall also be conveyed to the County free of notices of violations of any municipal or government orders and requirements, unless the County consents thereto in writing, such consent not to be unreasonably withheld. If the cost to comply with violation notices exceeds Fifty Thousand Dollars (\$50,000.00), the Grantor may elect to cancel this Option. Notwithstanding the foregoing, the County may elect to waive non-compliance and proceed to Settlement. At settlement the Grantor shall deliver a bill of sale for the personal property and fixtures (excluding any and all personal property and fixtures contained in the house on Lot 21) described in Exhibit "A", without any representations and/or warranties. Any personal property and fixtures shall be conveyed free of liens and encumbrances.

(3) Adjustments at Settlement.

- (a.) Except with respect to Lot 21, electricity, natural gas, water, sewer, all other utility company charges, and solid waste system benefit charges (collectively, the "Utilities") shall be pro-rated to the date of Settlement as each Lot settles and is conveyed to the County. With respect to Lot 21, the Utilities shall be paid by the Grantor. When Lot 21 is permanently vacated, by Mildred Vernalie Rowland the Utilities shall be pro-rated to the date Lot 21 was permanently vacated, and the County shall bear the future costs of Utilities.
- (b.) Taxes and assessments, general and special, are to be adjusted to the date of Settlement for each of the Lots, according to the County's real estate tax assessment account for the Property issued by the County's "Tax System - Real Property Current Assessment Status." If taxes or assessments are imposed on Lot 21 due to the Estate for Years for Lot 21, the Grantor shall bear the costs of any such tax or assessment. County transfer tax and State stamps are not payable, except for farm assessment transfer taxes, which shall be paid by the Grantor. If there are assessments for improvements on the Property that were completed prior to Settlement and the improvements are being acquired hereunder, whether the assessments have been levied or not, they shall be paid by Grantor or deducted from the purchase price at Settlement. Outstanding front foot benefit charges of the Washington Suburban Sanitary Commission that become due and payable shall be adjusted to the date of Settlement and paid by Grantor at Settlement. Payments thereafter shall be assumed by the County.



- (c.) Grantor shall pay all costs for preparation, execution, and recordation of all releases and other documents required to remove all existing liens and encumbrances on the Property, except for the Permitted Exceptions.
- (d.) Costs of the title search and survey, if any, and preparation and recordation of the deeds conveying the Property shall be assumed by the County.

(4) Risk of Loss. Risk of loss or damage to each Lot by fire or other casualty is assumed by Grantor until Settlement and recordation of the deed conveying such Lot to the County. Ms. Rowland, the occupant of Lot 21 pursuant to the Estate for Years shall bear the risk of loss or damage to herself and her personal property as well as any personal property that belongs to the Estate of William Jarboe Wohlfarth due to fire or other casualty until the Estate for Years is terminated and possession of Lot 21 is delivered to the County. Grantor shall maintain appropriate and customary insurance coverages on each Lot until such Lot is conveyed at Settlement. Following Settlement on Lot 21, the County will provide insurance through its self-insurance fund or otherwise for the improvements on Lot 21. Prior to Settlement, if an insured loss occurs to the improvements on Lot 21 during Ms. Rowland's occupancy, Grantor agrees that it will use the insurance proceeds, provided that they are adequate to do so, to restore the damage to such improvements. If Grantor does not use the insurance proceeds to restore the improvements, then it shall deliver the proceeds to the County at Settlement. If an insured loss occurs to the improvements on Lot 21 after Settlement and during Ms. Rowland's occupancy, the County agrees that it will use the insurance proceeds, provided that they are adequate to do so, to restore the damage to such improvements.

(5) Settlement. Settlement hereunder shall be conducted at the Office of the County Attorney, Rockville, Maryland, or at such other place or offices in Montgomery County as the County may select. Settlement for the following Lots, all of which are located in Block 5 in the subdivision known as "SEC. I-A Chevy Chase" and recorded in Plat Book No. 4, Plat No. 349, shall occur on or before the following dates:

- (A) Lots 4, 5, 6, 7, 8 and 24 shall be sold for **THREE MILLION DOLLARS** (\$3,000,000.00) within forty-five (45) days following Acceptance (or such longer period of time as may be necessary if the County objects to title within the period set forth in Section 2(2) above, and Grantor thereafter attempts to satisfy any title defects;
- (B) Lots 20, 21, 22 and 23 shall be sold for **TWO MILLION DOLLARS** (\$2,000,000.00), plus a payment of Eighty Thousand Dollars (\$80,000.00), representing interest on such purchase price at four percent (4%) for one year, by July 31, 2003; provided however, that if Grantor files a claim for reimbursement of transfer taxes imposed upon its acquisition of the Property, and is successful in such claim for reimbursement, the interest under this section shall be three percent (3%) and Grantor shall promptly

repay to the County the sum of Twenty Thousand Dollars (\$20,000.00).

The executed deed(s) and such other documents as are reasonably required by the settlement attorney or the County's title company in conjunction with the conveyance of the Lots shall be provided by Grantor at its own expense and Grantor represents to the County and warrants that it is empowered with the legal authority to execute this Option and carry out the obligations of the Grantor hereunder. The County may use any or all of the funds from the purchase proceeds otherwise due Grantor to pay off existing encumbrances on the Property other than the Permitted Exceptions. Proceeds payable to Grantor shall be in the form of a County check or wire transfer, at the election of the County. Failure of Grantor to settle hereunder shall give the County the right to pursue an action for specific performance. Alternatively, the County may file a condemnation action and just compensation is stipulated to be the purchase price provided in this Option for the Property. The County shall not be entitled to seek or recover damages from the Grantor, at law or in equity, for any breach or default under this Option.

(6) Possession. Except for Lot 21 which the County agrees may be occupied by Mildred Vernalie Rowland until the later to occur of the 1) expiration of the Estate for Years or, 2) until Ms. Rowland permanently vacates Lot 21 (at which time Lot 21 will be in the sole possession of the County in the event the County has purchased Lot 21), the Grantor shall deliver possession of the Property to the County free of any tenants, occupants, and rights of tenants or occupants to possess or occupy the Property as of the date of Settlement. As of the date of Settlement, there will not be any tenancies affecting the Property except as provided in the Estate for Years encumbering Lot 21. In the event that the Grantor fails to deliver possession of the Property free of any tenancy, other than the tenancy of Ms. Rowland on Lot 21 as described in the Estate for Years and this Section, the County, in its sole discretion, may elect to pursue the remedies provided to it in the preceding paragraph. Any payments required to be paid by the County to terminate any tenancy of the Property may at the County's discretion be deducted from the purchase price. The Grantor represents and warrants that there are no security deposits or prepaid rents with respect to the Property, or any portion thereof.

Notwithstanding the foregoing, the County agrees, except in emergency situations or to maintain the Property if the Property is not being maintained to its current level of maintenance and Grantor fails to cure as set forth below and the County believes such failure, if unremedied could lead to liability to the County or the creation of an emergency or dangerous situation, not to enter the Property and to leave the Property in its natural state (all lots, even those on which Settlement has occurred) until the later of the expiration of the Estate for Years or until Ms. Rowland has vacated Lot 21. The County agrees that Mildred Vernalie Rowland may freely access the Property and shall have quiet enjoyment of the Property (subject to the provisions of this Option) until the later to occur of the expiration of the Estate for Years or until Ms. Rowland has permanently vacated Lot 21. In the event that a violation of this Option occurs with respect to the Property, the County will give Grantor written notice of such event, and unless the exigencies require a more prompt remedy, Grantors will have thirty (30) days to remedy the violation of this paragraph of the Option as it relates to the Property. In the

event of emergency repairs or maintenance that requires more prompt action, the County shall give oral notice to Grantor by calling Grantor at (202)232-3579. Nothing herein shall be construed to require notice from the County of any exercise of its police powers.

Grantor agrees to hold the County harmless from and against any claims by any tenants or occupants for any matters arising out of the tenancy or occupancy of the property, including but not limited to claims for landlord defaults, return of security deposits or prepaid rents unless such sums have been assigned and delivered to the County.

(7) No Merging of Terms. The representations and warranties contained in this Option shall not be merged in any deed, but shall survive the conveyance of the Property and be fully binding for a period of one (1) year from the date of Settlement on any particular Lot.

(8) Entire Agreement. This Option represents the entire agreement between the parties hereto and neither oral representations nor anything not herein contained shall be binding on said parties in connection with this Option.

(9) Environmental Conditions.

(a.) Grantor represents and warrants to the County that, to Grantor's actual knowledge, Grantor has not disposed of on the Property any hazardous or toxic wastes or substances regulated by applicable federal, State, or local governmental bodies; Grantor has no actual knowledge of any use of the Property nor portion thereof to dispose of or store Hazardous Materials; Grantor has not disposed of any Hazardous Materials, which materials originated from the Property, except as provided for by law and at a site or facility duly approved by appropriate regulatory agencies for such disposal; and there are no underground storage tanks ("USTs") on the Property. The costs for the removal of any Hazardous Materials or UST's, present on the Property prior to the date of Settlement (without regard to when such materials or UST may be discovered) along with all associated remediation costs, shall be the responsibility of Grantor, unless a third party is identified and found responsible (as the "responsible party") for such removal and/or remediation.

(b.) Prior to Settlement, the County may have an Environmental Site Assessment (ESA) prepared for the Property to determine the presence of USTs and Hazardous Materials in excess of applicable health and safety standards. If the ESA reveals there are no USTs and no "action levels" of Hazardous Materials on the Property, Grantor and the County shall proceed to Settlement under the terms contained herein. If the ESA reveals levels of Hazardous Materials that require regulatory action or any USTs are found on the Property, Grantor shall either: (a.) take prompt action as necessary to expeditiously remove such tanks and remediate all such Hazardous Materials and, further, shall promptly provide the

County with copies of all documentation related thereto, including, but not limited to, reports required to verify the cleanup or other remediation of the Property; or (b.) agree to a lesser price to be paid for the Property, based on the estimated cost of the removal and/or remediation work reported by the County's environmental consultant and proceed to Settlement under the terms contained herein. Grantor may elect to cancel this Option if the estimated cost of the removal/remediation work exceeds ten percent (10%) of the purchase price of any Lot so affected or subject to contamination. Notwithstanding the foregoing, the County may elect to withdraw from and cancel this Option with no further liability to Grantor hereunder if, in the County's sole opinion, the reported contamination of Hazardous Materials could cause an undue delay in the acquisition of the Property or the reported contamination is perceived to create such an adverse affect or "stigma" on the Property that public ownership thereof is deemed unsuitable.

(10) Representations and Warranties. Grantor represents and warrants to the County that to Grantor's knowledge: (a.) Grantor owns the entire Property in fee simple absolute, subject only to those matters of record which would be disclosed by a title examination for the Property and Grantor has full and exclusive power to sell same; (b.) Grantor has not and will not, during the term of this Option, dispose of the Property or any interest therein; (c.) except for the Estate for Years described above, Grantor has not and will not, during the term of this Option, encumber or lease the Property without the express written consent of the County; (d.) Grantor, prior to Settlement, shall pay and, as of the date of Settlement, shall have paid all applicable charges against the Property as they have come due; (e.) there are not now, nor will there be at the time of Settlement, any tenancies or occupancies affecting the Property except those of Grantor and its invitees, and the Estate for Years, which tenancies and occupancies shall, other than the Estate for Years, be terminated by the date of Settlement; (f.) the Property, at the time of Settlement, will be materially in the same condition as it was in on the date of this Option, ordinary wear and tear excepted; (g.) except as provided in Article 2, Section 2 of this Option, the Property shall be free and clear of violations and notices of violations of government orders and requirements, including orders and requirements of the County issued in the exercise of its police powers; and (h.) Grantor has the authority to enter into this Option, the person executing this Option on behalf of Grantor has the authority to do so, and this executed and accepted Option shall constitute a binding contract enforceable against Grantor in a court of law.

(11) The County represents and warrants that to the County's knowledge: (a) the County has inspected the Property and is familiar with the physical and environmental condition of the Property and its zoning and development status; and (b) the County will not request annexation of the Property to Chevy Chase Village until the later to occur of (i) Settlement on all of the Lots, or, (ii) if Chevy Chase Village is not able to assure Ms. Rowland that she will have no additional financial or other burdens or responsibilities with respect to Lot 21 as a result of the annexation, until Ms. Rowland has permanently vacated Lot 21; (c) the County has the authority to enter into this Option, the person executing this Option on behalf of

the County has the authority to do so, and this executed and accepted Option shall constitute a binding contract enforceable against the County in a court of law.

At the time of Settlement, the Property shall be in its "as is" condition, except for natural changes occurring prior to settlement and any changes that may have made by the County.

(12) Governing Law. All questions with respect to the construction and interpretation of this Option and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland. Grantor and the County hereby mutually agree that any suit in connection with or arising out of this Option shall be brought in Montgomery County Circuit Court.

(13) [Intentionally Deleted.]

(14) Special Conditions.

- (A) Lot 21 - For the duration of the Estate for Years, or until Ms. Rowland permanently vacates Lot 21, the County shall have no obligation to maintain and repair or replace (other than as stated in Section 4 above) the improvements or property comprising Lot 21, or any personal property located thereon. Ms. Rowland, pursuant to the Estate for Years, or until such time as she permanently vacates Lot 21, shall be responsible for the maintenance and repair of the improvements and property comprising Lot 21, along with any personal property located thereon. Grantor shall indemnify the County against costs it incurs to repair the Property due to the failure of the Ms. Rowland to maintain the Property in the condition it is in on the date of Acceptance of this Option, reasonable wear and tear excepted. The County agrees, except in the exercise of its police powers or as provided in Article 2, Section 6 of this Option, not to enter the Property and to leave the Property in its natural state (all Lots, even those on which Settlement has occurred) until the later of the expiration of the Estate for years or until Ms. Rowland has permanently vacated Lot 21.
- (B) If the County acquires some of the Lots, but fails to subsequently acquire the remaining Lots, Grantor shall have the option, at any time prior to October 1, 2003, to repurchase from the County any or all of the Lots which the County has acquired pursuant to this Option (the "Repurchase Option"). The Repurchase Option shall automatically expire and have no further force or effect once the County has purchased all of the Lots comprising the Property. The Repurchase Option may be exercised upon the following terms and conditions:

- (1) If Grantor desires to exercise the Repurchase Option, it must give written notice to the County of its exercise of this option at any time after the County has failed to acquire certain Lots as contemplated by this Option, up to and including October 1, 2003. The notice shall specify the Lots that Grantor desires to repurchase.
  - (2) Settlement on the repurchase must occur within seventy-five (75) days after the date on which Grantor gives the County notice of its decision to exercise its Repurchase Option.
  - (3) The purchase price for each Lot repurchased is Five Hundred Thousand Dollars (\$500,000.00) and must be paid at settlement in cash, certified check or by federally wired funds.
  - (4) The County shall convey title to each repurchased Lot, including any improvements constructed thereon, by special warranty deed at the time of settlement. Title shall be good and merchantable, free of all monetary liens and encumbrances, and subject only to such matters of title as may have affected the Lots at the time of acquisition by the County or that have arisen as a consequence of actions or failures to act on the part of the Ms. Rowland under the Estate for Years.
  - (5) All real estate taxes and other public charges, if any, shall be adjusted as of the date of settlement. The County shall pay all transfer and recordation taxes.
  - (6) In the event that Grantor is considering exercising the Repurchase Option, Grantor shall have the right, exercisable within sixty (60) days after written notice to the County, to go on the Lots to be repurchased and to cause tests and studies to be made with respect to such Lots. Grantor shall indemnify and hold harmless the County against all damages, liability and claim, including reasonable attorneys' fees, incurred by the County solely as a result of Grantor's activities upon the Property.
- (15) Notices. All notices to be given under this Option will be deemed given if in writing and either mailed to Grantor and the County by registered or certified mail, return receipt requested, postage prepaid, or if personally delivered, with signed receipt, to Grantor and the County, at the following addresses:

if to Grantor, to: HOUSE OF THE TEMPLE HISTORIC PRESERVATION  
FOUNDATION, INC. individually and as; and TRUSTEE OF THE  
WILLIAM JARBOE WOHLFARTH CHARITABLE  
REMAINDER ANNUITY TRUST  
1733 16<sup>th</sup> Street, NW  
Washington, D.C. 20009-3013

with a copy to: Robert H. Metz, Esquire  
Linowes and Blocher LLP  
1010 Wayne Avenue, Tenth Floor  
Silver Spring, Maryland 20910-5600

If to the County: County Attorney's Office  
101 Monroe Street, Third Floor  
Rockville, Maryland 20850

And Chairman's Office  
Montgomery County Planning Board  
8787 Georgia Avenue  
Silver Spring, Maryland 20910

(16) Intentionally Deleted.

(17) Disclosures. Standard Montgomery County Disclosures are set forth in Exhibit  
"B".

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of July, 2002.

GRANTOR: HOUSE OF THE TEMPLE  
HISTORIC PRESERVATION FOUNDATION,  
INC., and TRUSTEE OF THE WILLIAM JARBOE  
WOHLFARTH CHARITABLE REMAINDER  
ANNUITY TRUST

Eileen Borushell  
Witness

C. Fred Kleinknecht  
C. Fred Kleinknecht, Sovereign Grand  
Commander

STATE OF MARYLAND )  
  
COUNTY OF MONTGOMERY ) ss:

The foregoing instrument was acknowledged before me on this 2nd day of July, 2002, by C. Fred Kleinknecht on behalf of HOUSE OF THE TEMPLE HISTORIC PRESERVATION FOUNDATION, INC., a non-stock Maryland corporation and TRUSTEE OF THE WILLIAM JARBOE WOHLFARTH CHARITABLE REMAINDER ANNUITY TRUST.

Barbara G. Golden  
Notary Public

My commission expires: \_\_\_\_\_  
BARBARA G. GOLDEN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 2, 2006

[Notarial Seal]



COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: William H. Mooney  
William Mooney, Assistant CAO

\_\_\_\_\_  
Witness

STATE OF MARYLAND            )  
  )  
COUNTY OF MONTGOMERY    )

ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2002 by William Mooney, known to me (or satisfactorily proven) to be the Assistant Chief Administrative Officer of Montgomery County, Maryland, and that William Mooney, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Cindy A. Sullivan  
Notary Public

My commission expires: \_\_\_\_\_

CINDY A. SULLIVAN  
Notary Public  
State of Maryland  
My Commission Expires  
January 1, 2006

[Notarial seal]

Exhibit "A"

**BILL OF SALE**

Not Applicable

## EXHIBIT "B"

### (Montgomery County Standard Disclosures)

1. (a) Pursuant to the Montgomery County Code, notice is hereby given to the County of the obligation of Grantor, or its duly authorized agent, to disclose to the County any information known to Grantor as to whether the Property is connected to, or has been authorized for connection to, a community sewage system, and if not, whether an individual sewage disposal system has been constructed on the Property, whether an individual sewage disposal system has been approved by Montgomery County for the Property, or whether the Property has been disapproved by Montgomery County for the installation of an individual sewage disposable system.

(b) The County acknowledges that, prior to the County's entering into this Contract, Grantor, or its agent, provided the foregoing information to the County.

(c) If an individual sewage disposal system has been or will be installed upon the Property, and if the Property is located within a subdivision, the County indicates that it has reviewed a copy of the subdivision plat, including any provisions with regard to areas restricted for the initial and reserve well locations and the individual sewage disposal system, and the restricted area in which construction of the building to be served by the individual sewage disposal system is permitted.

### 2. Subdivision Plat

The County has received from Grantor, or its agent, a copy of the recorded plat of subdivision relating to the Property.

### 3. Master Plans

The County has the right pursuant to Section 40-10 of the Montgomery County Code to review, before signing a contract for the sale of real property, the applicable county master plan, and any municipal land use plan for the area in which the property is located, and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the property contained in the plan.

The County acknowledges that (A) Grantor has offered the County the opportunity to review the applicable master plan, and any municipal land use plan and any adopted amendment and the approved official maps, (B) Grantor has informed the County that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body, (C) the County has either reviewed each plan and adopted amendment or has waived the right to do so, and (D) the County understands that, to stay informed of future changes in county and municipal land use plans, the County should consult the Planning Board and the appropriate municipal planning body.

The County acknowledged that at no time did Grantor or any agent of Grantor explain to him the intent or meaning of any such plan, amendment, or map, nor did the County rely on any representation made by Grantor or any agent of Grantor relative to such plan, amendment, or map.

Grantor notifies the County of the County's right to review the Approved and Adopted Land Use Plan Map portion of the Plan for the Friendship Heights Chevy Chase adopted pursuant to the provisions of Art. 66B of the Annotated Code of Maryland and all amendments to said Map. The County acknowledges that it has been offered the opportunity to review the Land Use Plan Map and that Grantor either produced and made available for the County's review a copy of the Map, or escorted the County to a place where the Map is available for review and secured the Map for review by the County. The County further acknowledges that at no time did Grantor or its agent explain to the County the intent or meaning of the Map nor make any representations or warranties regarding the Map.

4. Airport or Heliport

The County acknowledges that, prior to its entering into this Option, Grantor has advised the County of the relative location of any airport or heliport, as defined in the Montgomery County Zoning Ordinance, existing within a five (5) mile radius of the Property.

5. Transportation Facility Fees

Grantor informs the County that, as of the date of this Option, there exists no deferred charges attributable to transportation-related facilities for which the County must assume liability.