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TRANSFER OF DEVELOPMENT RIGHTS (TDR) EASEMENT

THIS TRANSFER OF DEVELOPMENT RIGHTS (TDR) EASEMENT, made this 8 day of September, 2000 ("Easement"), by and between Olney Boys and Girls Club, Inc., hereinafter referred to as "Grantor", and MONTGOMERY COUNTY, MARYLAND, Rockville, Maryland 20850, a body corporate and politic, hereinafter referred to as "Grantee".

FILED
MOLLY O. RUHL
CLERKS OFFICE
MONTGOMERY CO. MD

00 NOV -9 P 1:26.7

RECITALS

Chapter 59 of the Montgomery County Code defines "Development Right" as: "The potential for the improvement of a parcel of real property, measured in dwelling units or units of commercial or industrial space, existing because of the zoning classification of the parcel", and sets forth a procedure for the transfer of Development Rights for the purpose of preserving agricultural land. Grantor is the owner in fee simple of 118.18 acres of real property, hereinafter described, in the Rural Density Transfer Zone, located in Planning Area No. 23, Montgomery County, Maryland. The property is presently improved with one (1) one-family dwelling.

Chapter 59 of the Montgomery County Code, recognizes the right of an owner of property in the Rural Density Transfer Zone to transfer a certain number of Development Rights; provided that such a conveyance contains an easement restricting the future construction of one-family dwellings on the property. The parties intend that this Easement so restrict the property and that, hereafter, twenty two (22) Development Rights numbered 23-6409 through 23-6430 may be conveyed from the property by a deed in a recordable form approved by the Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission without the conveyance of an additional Easement to Grantee.

Grantor represents that it is the owner in fee simple of the property as of the date of execution of this Easement.

A current title report for the subject property, identified as Exhibit 1, is attached hereto and made a part hereof.

NOW, THEREFORE, to permit the transfer of Development Rights and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, forever and to the heirs, interest and easement of the nature and character and to the extent hereinafter set forth in Blk # 1533 respect to all that property situate in Montgomery County, Maryland described as:

RECORDING FEE 20.00
IN PD FEE 5.00
NOTARY FEE 25.00
TOTAL \$ 50.00
NOV 03, 2000 01:24 PM

Lot 5, in the subdivision known as "BROOKE FARM", per Plat Book 175 at plat 19584, and recorded among the Land Records of Montgomery County, Maryland in Planning Area No. 23 and located at 4501 Olney-Laytonsville Road, Olney, Maryland 20852.

Exhibit 54(c)
S-2385

20
5 my

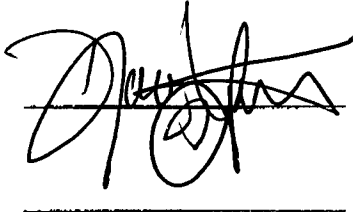
The terms, conditions and restrictions, of this Easement are these:

1. This Easement shall be perpetual. It is an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal interest in the property enforceable with respect to the property by the Grantee, and its successors and assigns, against the Grantor and his heirs, successors, and assigns.
2. The term "one-family dwelling" includes mobile, manufactured, or similar dwellings, but excludes farm tenant dwellings permitted by Chapter 59, Montgomery County Code, as amended.
3. A one-family dwelling may not be constructed, occupied, or maintained on the property unless one Development Right is retained with the property for each one-family dwelling constructed, occupied, or maintained.
4. The restrictions imposed by this Development Rights Easement shall operate independently of the restrictions imposed by the zoning of the property.
5. The property contains 118.18 acres. No previous Development Rights Easements have been conveyed by Grantor. There is one (1) existing one-family dwelling on the property. As a result of this Easement, the Parties intend that Grantor may convey twenty two (22) Development Rights numbered 23-6409 through 23-6430. From this date forward, no additional one-family dwellings may be constructed on the property. This may not be interpreted to permit additional dwellings inconsistent with the zoning of the property or to prevent the reconstruction of existing one-family dwellings which complied with the terms of this Easement in the event such dwelling may be destroyed or damaged.
6. Grantee, its successors and assigns, may, with reasonable notice, enter the property from time to time, for the sole purpose of inspection and enforcement of the terms, conditions and restrictions of this Easement. This right of inspection does not include the interior of dwellings.
7. Nothing herein may be construed to convey to the public a right of access or use of the property, and the Grantor, his heirs, successors and assigns, retain exclusive right to such access and use, subject only to the provisions of this Easement.
8. The parties agree that monetary damages would not be an adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and, therefore, in the event that the Grantor, his heirs, successors and assigns, violate or breach any of such terms, conditions and restrictions, herein contained, the Grantee, its successors and assigns, may institute a suit to enjoin by ex parte, preliminary and/or permanent injunction such violation and to require the restoration of the property to its prior condition. The Grantee, its successors and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals on the day and year above written.

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ATTEST/WITNESS:



GRANTOR:

OLNEY BOYS AND GIRLS CLUB, INC.

BY:  (SEAL)

BY: _____ (SEAL)

GRANTEE:

MONTGOMERY COUNTY, MARYLAND

BY:  (SEAL)

Bruce Romer

Chief Administrative Officer

STATE OF Maryland, Montgomery COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of September, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Daniel Dionisio, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Transfer of Development Rights (TDR) Easement, who acknowledged himself to be the Vice President / Grantor of Transfer of Development Rights Olney Boys and Girls Club Inc, and that he, as such officer, being authorized so to do, executed the same, for the purposes therein contained, by signing the name of the said Daniel Dionisio by himself as such officer.

WITNESS my hand and Notarial Seal.


 NOTARY PUBLIC

Jan Ruiz, Notary Public

Printed Name

My Commission Expires:

 Jan Ruiz, Notary Public
 Montgomery County
 State of Maryland

My Commission Expires Jan. 7, 2003

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared XXXXXXXXXX, known to me (or satisfactorily proven)

William M. Mooney, Jr.

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to be the person whose name is subscribed to the within and foregoing Transfer of Development Rights (TDR) Easement, who acknowledged himself to be Chief Administrative Officer of Montgomery County, Maryland, and that he as such Chief Administrative Officer, being authorized so to do, executed the same, for the purposes therein contained, by signing the name of Montgomery County, Maryland by himself as Chief Administrative Officer.

WITNESS my hand and Notarial Seal.

Cindy A. Sullivan
NOTARY PUBLIC

Printed Name

CINDY A. SULLIVAN
Notary Public
State of Maryland
My Commission Expires
January 1, 2004

My Commission Expires:

ATTORNEY CERTIFICATE

THE UNDERSIGNED, a member of the Bar of the Court of Appeals of Maryland, hereby certifies that the foregoing instrument was prepared by, or under the supervision of, the undersigned.

Stephen J. Orens
Stephen J. Orens

APPROVAL OF COUNTY ATTORNEY

Approved as to form and legality, this 24th day of September, 2000.

Vileen J. Bruman
Assistant County Attorney

RELEASE OF LENDER
(If Lender Involved)

See Attached

THIS INSTRUMENT IS INSURED BY:

PARCEL IDENTIFICATION NUMBER:

8-502-3087577

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COUNTY TAX ACCOUNT NUMBER: _____
(If any, and if different from parcel identifier)

After recording, please return to:

~~Stephen J. Orens, Esquire
Conroy, Ballman & Dameron, Chtd.
Suite 402
6 Montgomery Village Avenue
Gaithersburg, MD 20879
(301) 921-1900~~

Dufour + Kohlhaas
c/o Lynn Primo
4920 Elm Street
Suite 200
Bethesda MD
20814

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TDR CONSENT OF LIENHOLDER AND RELEASE OF LIEN

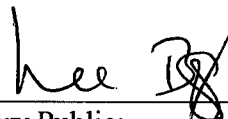
The undersigned lienholder does hereby consent to the creation of the transferable development rights (TDRs), and by signature below does hereby release the TDRs from the effect of its lien as recorded in Liber 17404, at folio 626, among the Land Records of Montgomery County, Maryland.

SANDY SPRING NATIONAL BANK OF MARYLAND

By:  (SEAL)
Doug Parker, ~~Assistant~~ Vice President

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 23 day of October, 2000, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared DOUG PARKER, who acknowledged himself to be the ~~Assistant~~ Vice President of Sandy Spring National Bank of Maryland, who is personally known to me, or has satisfactorily proven to be, the person whose name is subscribed to the foregoing Consent and Release, and further acknowledged that he, being so authorized to do, executed the foregoing instrument for the purposes therein contained as the duly authorized Assistant Vice President of said company by signing the name of the company as Assistant Vice President.

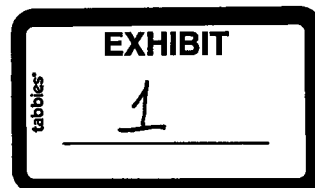
 (SEAL)
Notary Public:

My Commission Expires: LEE BRIGGS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 1, 2002

I:\wp_files\clients\6486\TDR Consent of Lienholder and Release of Lien-OBGC.doc

Tax ID #

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LAW OFFICES
CONROY, BALLMAN & DAMERON
CHARTERED
TITLE REPORT



I. Property LOT 5
"Subdivision record Plat Brooke Farm" 175-19584
TW 24 TRANSFERRABLE development Rights

II. Vested in
THE Olney Boys and Girls Club, inc.

By Deed Dated 7.16.99 Recorded 8.13.99 Liber 17404 Folio 622
From Kennard WARFIELD, Jr.

III. SUBJECT TO:

1. Trust/Mgte from Cap. owner Pur. Mo
Securing Sandy Springs NATIONAL BANK & Maryland
Dated 7.16.99 Recorded 8.13.99 Liber 17404 Folio 626 \$ 461,250.
Trustee Daniel J. Schrider Steven E. Anderson
2. Trust/Mgte from Cap. owner
Securing Sandy Springs NATIONAL BANK & Maryland
Dated 7.16.99 Recorded 8.13.99 Liber 17404 Folio 660 \$ -
Trustee -
3. Trust/Mgte from Ind Pur. Mo Cap. owner
Securing Kennard WARFIELD Jr.
Dated 7.16.99 Recorded 8.13.99 Liber 17404 Folio 666 \$ 100,000
Trustee Richard T. White Sr.
4. Equity suits, judgements, and liens OK

5. Plat Restrictions: MBRL-OD

Slope easements: 25' Foot - Reversible
10 Foot RW Esmt for per per o.d w/ 3834-457 + SHOWN
Foot RW Esmt for ingress + egress also per o.d + SHOWN
STORM DRAIN line lot 10 MO-Co per o.d. ingress + egress can
set for lots 1-5 per o.d - see plat DATA sheet for additional
INDIVIDUAL LOT'S Restrictions

6. Rights of Way

258-409 9109-42
2894-92 See lease in present owned deed 17404-622
3380-107 For Septic field
8523-396

7. Covenants

None

IV. Remarks

Assign INT. Leases 17404-656
See Notes ON plat

THRU DATE 7.1.00
Abstracted by: nm
CASE NO. 6486-2

Checked by: -
ID# 8.502-3087577
PREVIOUS ITA Title