

3919

✓✓

BOOK 705 PAGE 491

Horton  
Williams  
Ray  
Powell  
& Gibson

THIS DEED OF EASEMENT, MADE this 26<sup>th</sup> day of December, 1969, between Hugo L. Black and his wife, Elizabeth S. Black, herein called Grantors, and VIRGINIA HISTORIC LANDMARKS COMMISSION, an agency of the Commonwealth of Virginia, herein called the Grantee,

1819 H&S  
TW  
Wash &  
1-19-70

W I T N E S S E T H:

WHEREAS, Chapter 11 of Title 10 of the Code of Virginia entitled "Virginia Historic Landmarks Commission" (1966 c. 632) Sections 10-135 to 10-145 was enacted to preserve historical landmarks in the Commonwealth of Virginia, and created the Virginia Historic Landmarks Commission to receive properties and interests in properties for the purpose, among other things, of the preservation of such landmarks and their settings; and

See DB 73  
Pg 86  
7-16-70

WHEREAS, Chapter 13 of Title 10 of the Code of Virginia entitled "Open Space Land Act" (1966 c. 461) Sections 10-151 to 10-158 was enacted to preserve permanent open-space lands; and

WHEREAS, the Grantors are the owners of a tract of land hereinafter described, in the historic section of the City of Alexandria, Virginia, on which there is situated a house constructed in the late Eighteenth Century and of architectural significance and historic value;

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations, the receipt of which are hereby acknowledged, the Grantors do hereby grant and convey to the Grantee an open-space easement in gross over, and right in perpetuity to restrict the use of, the following described real estate located in the City of Alexandria, Virginia, (herein called the property):

All of that parcel of ground, with its improvements and appurtenances, located in the City of Alexandria, Virginia, upon which is erected No. 619 South Lee Street, and other improvements, being more particularly bounded and described as follows, to-wit:-

BEGINNING at a point on the west side of Lee Street at the middle of the square between Gibbon and Franklin Streets, said point being 176 feet 7 inches north of Franklin Street; and running thence south on Lee Street 176 feet 7 inches to the intersection of Lee and Franklin Streets; thence west along Franklin Street 124 feet 2 inches; thence north parallel to Lee Street 76 feet 7 inches; thence west parallel to Franklin Street to a point on the east side of Fairfax Street; thence north to Fairfax Street 100 feet, more or less, to a point equidistant from Gibbon and Franklin Streets; thence east in a direct line 246 feet 10 inches to the point of beginning. Being the same properties which were acquired by Josephine F. Black by deeds duly of record among the Alexandria City land records, from B. B. Cain, Jr., and wife, and from Julia A. Devine, widow, et al., and by Hugo L. Black under the will of Josephine F. Black duly probated in the Circuit Court of the City of Alexandria, and in which Hugo L. Black has by deed of record duly conveyed a one-fifth undivided interest to Elizabeth S. Black.

The restrictions hereby imposed on the use of the property are in accord with the Commonwealth of Virginia's policy, as set forth in Acts, 1966, c.632, to preserve historical properties in the Commonwealth of Virginia, and in Acts., 1966, c.461, §2, to preserve scenic areas, to conserve lands and other natural resources and to preserve permanent open-space land, and the

acts which the Grantors, their heirs, successors and assigns, so covenant to do and not to do upon the property, and the restrictions which the Grantee is hereby entitled to enforce shall be as follows:

1. The manor house will be maintained and preserved in its present state as nearly as practicable, though structural changes, alterations, additions or improvements as would not in the opinion of Grantee fundamentally alter the historic character of the house may be made thereto by the owner, provided that the prior written approval of Grantee to such change, alteration, addition or improvement shall have been obtained.

2. No building or structure shall be built or maintained on the property other than (i) the manor house, (ii) the old carriage house and adjoining servants' quarters and (iii) a garage; provided, however, that after the date of this Deed of Easement, no building or structure described in (ii) shall be altered, restored, renovated or extended and no structure described in (iii) constructed except in a way that would in opinion of Grantee be in keeping with the historic character of the house, and provided that the prior written approval of Grantee to such action shall have been obtained.

3. No industrial or commercial activities shall be carried on on the property except such as can be carried on from the buildings or structures described in 2 above without alteration of their external appearance.

4. The property shall not be subdivided.

5. No sign, billboards or outdoor advertising structure shall be displayed on the property other than one sign not exceeding two feet by three feet for each of the following purposes: (i) to state the name of the property and the name and address of the occupant, (ii) to advertise an activity permitted

BOOK 705 ~~728~~ 494

under paragraph 3 above, and (iii) to advertise the property for sale or rental; provided, however, that this paragraph 5 shall not limit the Grantee's right, hereinafter described, to display on the property, at its discretion, a small marker or sign evidencing its ownership of the easement granted herein.

6. No dump of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive material shall be permitted on the property visible from the streets.

The Grantee and its representatives may enter the property (i) from time to time for the purpose only of inspection and enforcement of the terms of the easement granted herein, and (ii) in its discretion to erect a single marker or sign, not exceeding two feet by two feet, which states the name of the Grantee and advises that the Grantee owns the easement granted herein.

Although this open-space easement in gross will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access or use of the property, and the Grantors, their heirs, successors and assigns shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Acceptance by the Virginia Historic Landmarks Commission of this conveyance is authorized by Sections 10-138 and 10-142 of the Code of Virginia, and by such acceptance below the Commission designates the property described above as a certified landmark.

WITNESS the following signatures and seals:

Hugo L. Black (SEAL)  
Hugo L. Black

Elizabeth S. Black (SEAL)  
Elizabeth S. Black

Accepted:

VIRGINIA HISTORIC LANDMARKS COMMISSION

By J. Moody  
Executive Director 12/30/69

[SEAL]

STATE OF FLORIDA

           COUNTY OF DADE

To-wit:

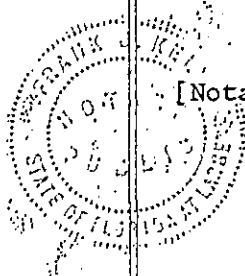
I, Frank J. Kelly, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Hugo L. Black and Elizabeth S. Black, whose names are signed to the foregoing easement bearing date this 26th day of December, 1969, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 26th day of December, 1969.

My commission expires September 21, 1972.

Frank Kelly  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Sept. 21, 1972  
Bonded by American Fire & Casualty Co.



VIRGINIA:  
[Notarial Seal] Clerk's Office of the Corporation Court of the City of Alexandria, this instrument was received and the Taxes imposed by Sec. 52-54, (a) and (b), of the Code have been paid and with the annexed certificate, admitted to record on Dec 31, 1969 at 2:07 o'clock P. M.  
Teste:

Alvin W. Quicks