

DEED OF FAÇADE EASEMENT
FOR ROSE HILL

THIS DEED OF EASEMENT, made this 12th day of February, 2007, by THE GLASS GLEN BURNIE FOUNDATION, a charitable trust created by Julian W. Glass, Jr. by Declaration of Trust dated January 29, 1986, as amended, whose address is Box 587, Nowata, Oklahoma, 74048, and its successors and assigns, herein called Grantor, and PRESERVATION OF HISTORIC WINCHESTER, INC., herein called the Grantee, a non-profit corporation of Virginia, whose address is 530 Amherst Street, Winchester, Virginia 22601.

WITNESSETH:

WHEREAS, Grantor is the owner of a property known as Rose Hill consisting of a tract of land containing a manor house ("Rose Hill Manor House") which is of historic and architectural significance; and is listed on the Virginia Landmarks Register and the National Register of Historic Places; and

WHEREAS, both Grantor and Grantee desire to ensure the preservation of the façade of the Rose Hill Manor House and the protection of the historic and architectural features that led it to be placed on such Registers;

NOW THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to the Grantee an easement in gross and right for fifty (50) years, from and after the date of this Easement, to restrict as herein provided the use of the property described in "Attachment A" (hereinafter called the "Easement Property").

The restrictions hereby imposed on the use of the Easement Property are shall be as follows:

1. The parties agree that the photographs of the Easement Property taken by Grantor on _____ accurately document the appearance and condition of the Easement Property as of the date of this Easement. The negatives of the said photographs shall be stored permanently in the archives of Grantee or its successors. Hereafter, the Easement Property shall be maintained, preserved, and protected in its documented state as nearly as practicable, except for changes which are expressly permitted hereunder.
2. No intentional addition, demolition, or façade change shall occur to the Easement Property other than those which are documented through professional historical or archaeological investigation to have been located on the Easement Property or otherwise allowed hereunder.
3. In the event that the Rose Hill Manor House is destroyed or damaged by causes beyond Grantor's reasonable control including fire, flood, storm, earth movement, or other acts of

God, nothing herein shall obligate Grantor to reconstruct the building or return it to its condition prior to such casualty, and, in such event, either party may elect to terminate this Easement by notice to the other party.

4. Archaeologically significant features of the Easement Property shall not be intentionally disturbed except by or under the supervision of a professionally qualified archaeologist and provided plans for such archaeological activity have been submitted to, and approved by Grantee prior to such activities. Grantor shall take reasonable precautions to protect archaeological features of the Easement Property from looting, vandalism, erosion, mutilation, or destruction.
5. No permanent dumping of junk, trash, rubbish, or any other unsightly or offensive material shall be permitted within areas immediately contiguous to the Easement Property (and owned by Grantor) visible from a public right of way or from the Rose Hill Manor House.
6. No sign, billboard, or outdoor advertising structure shall be displayed on the Easement Property without the consent of Grantee, other than signs not exceeding three square feet for any or all of the following purposes: (i) to state the name and address of the property or property owners, (ii) to provide information necessary for the normal conduct of any permitted business or activity on the Easement Property, (iii) to advertise the Easement Property for sale or rental, and (iv) to provide notice necessary for the protection of the Easement Property and for giving direction to visitors.
7. Grantor agrees that the Easement Property may be viewed from the exterior by the public, which may be the public at large, or in smaller groups, as designated by Grantee, for at least one day every year during the term of the easement.
8. Grantee and its representatives may inspect the Easement Property and shall be given access to the Easement Property over contiguous property owned by Grantor, from time to time, upon reasonable notice to Grantor, for the sole purpose of inspections and enforcement of the terms of the easement granted herein.
9. In the event of a violation of this Easement, Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to the right to restore the Easement Property to its present documented condition as shown in the photographs referenced in Paragraph 1 and assert the cost of such restoration as a lien against the Easement Property.
10. Whenever a written request for Grantee's approval is submitted pursuant hereto and Grantee fails to respond in writing within 30 days of receipt of such request, by delivery to: Box 587, Nowata, Oklahoma 74048, then Grantee shall be deemed to have approved the request, and Grantor may proceed with the action for which approval was requested. Nothing herein shall be construed, however, to require Grantee to issue a final decision on such request within such 30-day period, provided that such final decisions are issued in as timely a fashion as is practicable under the circumstances. Such circumstances shall

include the complexity of the request or proposed project, the amount of information submitted with the initial request, and the need for on-site inspections or consultations. No approval required hereunder shall be unreasonably withheld by the Grantee.

11. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Easement Property; the presence or release in, on, or about the Easement Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Easement Property, unless such injury or damage is caused by Grantee or any agent, trustee, director, officer, employee, or independent contractor of Grantee. If the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Easement Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Easement Property.
12. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Easement Property to the condition and appearance that existed prior to the violation complained of in the suit, if possible and appropriate. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Easement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

13. Prior to any transfer of title to the Easement Property, excluding deeds of trust given for the purpose of securing loans, Grantor shall notify Grantee in writing.
14. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement or any ancillary or supplementary agreement relating to the subject matter hereof.

Although this 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 to or use of the Easement Property, and Grantor, and its assigns and successors, shall retain exclusive right to such access and use, subject only to the provisions herein recited.

Witness the following signatures:

The Glass-Glen Burnie Foundation

By: James A. Arnold
Trustee

By: David W. Burnie
Trustee

Accepted:

Preservation of Historic Winchester, Inc.

By: [Signature]

Date: Mar 14, 2007

Ratified by:

The Glass-Glen Burnie Museum – Lessee
The Museum of the Shenandoah Valley

By: Jennifer Eiler
3/14/2007

STATE OF OKLAHOMA)
) ss.
COUNTY OF NOWATA)

The foregoing instrument was acknowledged before me this 12th day of February, 2007, by James A. Arnold, the Grantor therein.



Notary Public

My Commission No.: 03010658
My commission expires: 08-08-2007

(SEAL) 


STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 12th day of February, 2007, by David D. Denham, the Grantor therein.



Notary Public

My commission no.: 03010658
My commission expires: 08-08-2007

(SEAL) 

State of Virginia

County of Clarke

The foregoing instrument was acknowledged before me this
14th day of March, 2007 by Franklin E. Wright, Preservation of Historic Winchester, Inc.



Ameli A. Esler

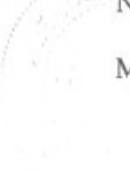
Notary Public

My commission expires: January 31, 2008

State of Virginia

County of Clarke

The foregoing instrument was acknowledged before me this
14th day of March, 2007 by Jennifer Esler, The Glass-Glen Burnie Museum-Lessee,
The Museum of the Shenandoah Valley



Ameli A. Esler

Notary Public

My commission expires: January 31, 2008

Attachment "A"

Rose Hill Façade Easement Description

Rose Hill is comprised of 3 distinctive parts: a 1 ½ story log section, a 1 story stone section with a 1 ½ story brick addition built above, and a 2 story brick section. The log section is constructed of v-notched logs with an exterior end, stone chimney that was later incorporated into another chimney. It rests on a stone foundation and is currently clad in stucco. The exterior door to that section is 6 panel topped by a 4 light transom. Windows are double hung sash 6 over 6 glass panes. The roof is a standing seam metal roof. There is a side porch with turned spindle supports and a two-rail balustrade. It is supported by brick and stone piers.

The foundation under the log section is of rubble stone construction with a gravel covered earthen floor. The brick floor and several inches of dirt were removed and the floor covered in gravel during an extensive renovation in 1987. The brick is stored in the front section of the basement. Steel reinforcing support columns were installed to support the original floor joist. There is an open basement window with a wooden grill made of vertical, diamond patterned bars. It is still intact under the porch and is now used as an exhaust air outlet for a ventilation fan installed during the stabilization of the house in 2002-03. The door is beaded batten with large strap hinges. The door and window are both located on the south side of the basement wall.

The one-story section was constructed adjacent to the original log portion of the building. It is constructed of limestone rubble set on a split level stone foundation. It has a large brick chimney that was incorporated into the original stone chimney from the log portion of the house. The floor is earthen with a vertical board door and a 6-over-6 pane sash window. Both are located on the south wall.

Later, an addition was added to this section during the third building phase. At that time, another 1 ½ stories were built on top of the second section.

The third phase of the building consists of a two and a half story structure of brick on a stone foundation. The exterior brick walls are now covered with stucco, as are all other exterior walls of the house. The front façade has five bays with a center doorway covered by a one-story, pedimented porch. All the front windows align across the façade. The windows in the second and third sections are either 9-over-6 or 6-over-6 pane double hung sash. The windows in the half-story are frieze windows. The low-pitched transverse gable roof is covered with standing-seam metal with a metal covered wooden hatch for roof access. There is a chimney integrated into the northern end wall. The style of the house is a vernacular interpretation of Greek Revival, typical of upper middle class farmers of this period in the valley.

The basement in the third section has an unfinished floor and a metal bulkhead door.

The front porch is supported by paired, square, wooden columns with rectangular balusters, a round wooden handrail, and molded entablature. The wooden plank front steps were documented and removed for hazard abatement during the stabilization of the house in 2002-3. A safety railing was installed in the gap.