

HUNTON, WILLIAMS, GAY, POWELL & GIBSON

700 EAST MAIN STREET P. O. Box 1535

RICHMOND, VIRGINIA 28212

TELEPHONE (703) 643-0141

CABLE HUNTWAND

December 11, 1969

WASHINGTON, D.C. OFFICE

FEDERAL BAR BUILDING WEST

1819 H STREET, N.W. 20006

TELEPHONE (202) 223-5696

FILE NO.

Black Property
619 South Lee Street

Dear Mr. Matter:

Elbert Cox, Jim Moody and the members of their staff and I deeply appreciated your meeting us at Justice Black's house last Friday. As a result of that visit and our subsequent discussions with Justice and Mrs. Black, the Blacks have decided to give the Virginia Historic Landmarks Commission an easement on the property substantially in the form of the enclosed deed.

After our discussions with you about the effect of the easement on the assessment of the property for real estate tax purposes, we advised the Blacks substantially as follows:

"The property is presently assessed on the basis of two components, (a) determining a value for your house apart from the land, and then (b) determining a value for the land. The local tax assessors in our discussion with them on Friday indicated that they would presently appraise your house at approximately \$90,000. As to the land, the 12 lots into which your property may be subdivided under present zoning ordinances are valued at \$15,000 per lot. This means that in their opinion, you could obtain \$270,000 from the sale of your house to a developer. After the gift of the easement, however, you would only have a single building lot instead of 12. In the assessor's opinion, the value of this big lot would be approximately \$20,000. When this amount is added to the \$90,000 for the house, an appraised value of approximately \$110,000 results. Since the assessment ratio used in Alexandria is 50% of appraised fair market value, the assessed value of the house would be approximately \$55,000. Since the tax rate in Alexandria is \$4.65 per \$100 of assessed value, your annual taxes would be \$2,557.50. The easement would afford substantial protection against future tax increases since most of those in the past and those likely to occur in the immediate future are attributable to the rising price of lots in your area."

HUNTON, WILLIAMS, GAY, POWELL & GIBSON

Mr. J. Aubrey Matter

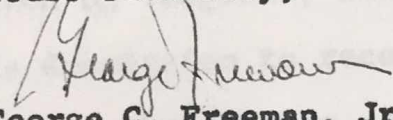
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December 11, 1969

I realize that the \$90,000 figure for the value of the house and the \$20,000 figure for the value of the land as restricted by the easement were "ball-park" figures that might be subject to a refinement in your final reassessment of the property for the 1970 taxes. But if you have any additional questions about the easement or its effect on the reassessment of the Black property, we would all be most grateful if you would bring them to my immediate attention in order to avoid any possible misunderstandings with the Blacks.

I am With deep appreciation for your cooperation and courtesy,

Yours sincerely,


George C. Freeman, Jr.

Mr. J. Aubrey Matter
Real Estate Assessor
Room 313
City of Alexandria, Virginia 22313

205/300
Enclosure

cc: Mr. Fred C. Forberg
✓ Mr. James H. Moody
Honorable Justice Hugo L. Black

THIS DEED OF EASEMENT, made this ____ 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,

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

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 Grantor is the owner 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 consideration, the receipt of which is hereby acknowledged, the Grantor does 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):

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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.

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 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)

Elizabeth S. Black (SEAL)

Accepted

VIRGINIA HISTORIC LANDMARKS COMMISSION

By _____

[SEAL]

STATE OF VIRGINIA)
) } To-wit:
CITY OF ALEXANDRIA

I, _____, 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 ____ day of _____, 1969, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this ____ day of _____, 1969.

My commission expires _____.

Notary Public