### Appendix 9: Deed of Conveyance

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hailie A. Wells</td>
<td>June 16, 1949</td>
<td>Deed for and in consideration of the sum of ten dollars, the said Hailie A. Wells convey to the said Charles Bardette and Vivian M. Bardette, his wife, the following described parcel of land:</td>
</tr>
<tr>
<td>Charles Bardette and Vivian M. Bardette</td>
<td>August 6, 1941</td>
<td>Deed to the said Charles Bardette and Vivian M. Bardette, his wife, of the above described parcel of land.</td>
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<tr>
<td>Addie S. Wells</td>
<td>September 10, 1941</td>
<td>Deed to the said Addie S. Wells of the above described parcel of land.</td>
</tr>
</tbody>
</table>
TOGETHER WITH the buildings and improvements thereon
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, all the aforesaid to
be held by the party of the second part in fee simple.

TO HAVE AND TO HOLD the lands and premises herein described
and hereby intended to be conveyed, together with the rights,
privileges, appurtenances, and advantages thereto belonging or
appertaining unto and to the use, benefit and behoof forever
of the Maryland-National Capital Park and Planning Commission,
party of the second part.

ACCEPTANCE by the party of the second part of the convey-
ance herein shall be evidence of the party of the second part's
agreement to the conditions herein stated.

AND, the party of the first part covenants that she will
warrant specially the property hereby conveyed, that she is
seized of the land hereby conveyed; that she has a right to
convey said land; that she has done no act to encumber said land,
except such acts as appear of record; and that she will execute
such further assurances of said land as may be requisite.

RESERVING, SAVING AND EXCEPTING unto HALLIE A WELLS,
the party of the first part, a life estate interest in approxi-
mately 4 acres, as generally delineated in Exhibit D, improved
with her place of residence, several outbuildings, a garden and
a fish pond. The life estate area is located north of Skylark
Road near its intersection with Newcut Road. During the term
of this life estate, the party of the second part, its successors
and assigns, shall be responsible for maintaining said property
and all improvements, including lawn mowing and maintenance of
the driveway from Skylark Road to the life estate area, at the
current level of repair and maintenance and shall be responsible
for the payment of all utilities which are normally associated
with residential use, exclusive of telephone. At the demise of
Hallie A. Wells, or in the event she vacates the premises prior
to her death, she or her heirs shall have ninety (90) days to
remove personal property and deliver the premises to the party of
the second part.
THIS Grant and Conveyance are subject to covenants running with the land as follows:

1. The land and improvements hereby conveyed shall be used as open space, for parkland, and/or for recreation in such manner as to evidence the conservation of soil, water, woods and wildlife, and to that end, shall be so maintained.

2. The party of the second part shall erect and maintain near the entrance of said real property, so as to be easily discernible by the public, a bronze plaque approximately 18" x 24" in size, inscribed with the following legend:

OVID HAZEN WELLS PARK

This property consisting of approximately 290 acres was donated to The Maryland National Capital Park and Planning Commission by HALLIE AUSMUS WELLS in loving memory of her husband OVID HAZEN WELLS. This area is to be maintained as a permanent open space, park and/or recreation area for the public benefit.

3. Subject to the availability of funds, the party of the second part shall, by June 1, 1983, as an initial development of the subject property, prepare and make available for the benefit and use of the general public a portion of the property hereby conveyed. Initial development may consist of but not be limited to picnic areas, athletic fields, multi-use courts, playgrounds, landscaping, interpretative facilities, etc. or any other use consistent with this deed.

4. In consideration of the grant hereby made, the party of the second part agrees to acquire from Fairhill Farm Antiques, at a price not to exceed $60,000, the Herschell-Spillman Carousel (circa 1910-1915) which operated for many years at the Smithsonian Institute on the Mall in Washington, D.C. The subject carousel is 40 feet in diameter, carries 36 animals and two chariots. The purchase of this carousel is to be completed within two (2) months following the recording of this deed. The carousel shall be installed in a park managed by the
The second part shall be operational no later than June 1, 1982, when this agreement is placed in operation, the party of the second part shall dedicate same to the public, vesting it in the name of Ovid Hazen Wells.

Upon the dedication of the property to the public, the party of the second part shall transfer title to the property to the party of the first part. The party of the second part shall also install and maintain a fire hydrant, water supply, and all necessary facilities to provide for the safe and convenient use of the property.

The party of the second part shall be responsible for the maintenance of the property and shall promptly execute all agreements and covenants set forth in this agreement.

The party of the second part shall pay all taxes, assessments, and charges incident to the ownership of the property and shall indemnify the party of the first part from and against any loss, damage, or expense arising out of or connected with the property.

The party of the second part shall also be responsible for the installation and maintenance of all necessary utilities and facilities to provide for the safe and convenient use of the property.

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EXHIBIT "A"

1. Conveyance from Burdette to Wells - Liber 1267, Folio 389

Part of a tract of land called "The Resurvey of Locust Bottom", etc., or by whatever name or names the same may be known, contained within the metes and bounds, courses and distances following to wit: BEGINNING for the same at a stone now planted on the north side of the public road leading from Clarksburg to Cedar Grove and at the end of the 3rd line of the original tract called "Dorsetshire" and also the 4th line of a conveyance from Kenneth A. Waters and others to James T. Johnson for 110 acres of land more or less, bearing date the 19th day of February, 1898 and of record in Liber TD-2, Folio 274, among the Land Records of Montgomery County, Maryland and running thence with the said 3rd line and the 5th line of said conveyance North 55° East 73 perches to a stone now planted at the end of said line; then with a line of Charles Barber's land South 16° 24' East 85.92 perches to a stone at the corner of George Watkin's land and then with the said land South 3° 20' East 140 perches to a stone; still South 3° 20' East 4.49 perches to a stake on the south side of the public road, and thence bounding on said road South 81° 12' West 7.97 perches, then with the east side of said road North 41° 48' West 162.71 perches to a stone at the corner of Johnson's land and then with said land North 20° 15' East 69 perches to the place of beginning, containing 91-3/10 acres of land, more or less.

It being also the same land surveyed by Charles J. Maddox, Surveyor on the 1st day of September, 1918, and the same land particularly mentioned and described in the case of Elizabeth J. Burdette vs. Charles Burdette #3489 Equity, in which said cause there is filed the Certificate of Survey and the plat made by Maddox, also being the land conveyed by Elizabeth J. Burdette and Charles Burdette and wife by deed dated May 20, 1919 and recorded among the Land Records of said County in Liber 289, Folio 198.

Saving and excepting from the above tract of land containing 91-3/10 acres the following described land as surveyed by George Burcher John, Surveyor as follows: BEGINNING at a stake now driven 20.0 rods short of the end of the 2nd line of the whole tract of which this parcel is a part and running thence by two lines of division now made, (1) South 79-1/2' West 39.9 rods to a stone now to be planted; (2) North 27° West 50.0 rods to a point in the north edge of the stone surface of the road leading from Clarksburg to Cedar Grove at the end of 16.0 rods on the 1st line of the whole tract and passing a stone to be planted 1.7 rods short of the end of
the line; thence with the whole tract, (3) North 61-1/2° East 57.0 rods to a
stone to be planted on the north side of the said road; thence leaving the
road (4) South 10° East 65.92 rods to the beginning and containing 17 acres
and 13 square rods of land.

II. Conveyance from Watkins to Wells, Liber 841, Folio 291

Parts of a tract of land in said Montgomery County, Maryland,
known as "Cow Pasture", described in six parcels as follows:

Parcel No. 1, Beginning for the same at the end of the second line
of a tract of land called "Locust Bottom", and running thence North 25° West
71 perches South 51° West 83-1/4 perches to the end of 76 perches on the fifth
line of that part of "Cow Pasture" that was conveyed by Henry Griffith to
Jostas Harrison on May 27th, 1779, then running with the said fifth line
South 3-1/2° East 61 perches to the end thereof, thence North 87° East 100
perches, then by a straight line to the beginning, containing 50 acres, more
or less.

Saving and Excepting therefrom all that part thereof described as
follows:

Beginning for the same at the end of 194 feet on the fourth line of a
conveyance from Oliver T. Watkins and Eleanor T. Watkins to Edward K. Watkins
by deed dated August 3rd, 1871, and of record in Liber EDP-9 at Folio 69, one
of the Land Records of said County, and running thence with said fourth line,
North 87° East 1445 feet, thence North 3° West 9 feet to a stone, thence
South 87° West 1465 feet to a stone, thence South 3° East 9 feet to the place
of beginning, containing 14,976 square feet.

Parcel No. 2. Beginning for the same at the end of 30-1/2 perches on
the fifth line of second part of a deed from Henry Griffith to Josias Harrison
for part of said tract, and running thence with said deed South 3-1/2° East
48-1/2 perches, then North 51° East 84 perches to the end of the third line of
a tract called "Locust Bottom", then with a straight line to the beginning,
containing 9-1/2 acres.

Parcel No. 3. Beginning for the same at the end of the third line of
a tract of land called "Locust Bottom", and running thence South 85-1/2° West
69 perches to the end of 30-1/2 perches on the fifth line of the second part
of a conveyance made May 27th, 1779 by Henry Griffith to Josias Harrison for
part of "Cow Pasture", then with said line reverse North 3-1/2° West 30-1/2
perches, North 66° East 80 perches to the end of the fifth line of "Locust
Bottom", then reverse with said tract South 29° East 30 perches, South 29°
West 30 perches to the beginning, containing 22-5/8 acres.
Parcel No. 4. Parts of tracts of land called "Cow Pasture" and Hawkins Mistake", described as follows: Beginning for the same at the end of the fourth line of a tract of land called "Resurvey on Locust Level" and running thence with said tract, the two following courses, South 20° East 20 perches, West 60 perches, then leaving the "Resurvey on Locust Level" and running North 12° West 54 perches to the end of the second line of said tract called "Hawkins Mistake" and then by a straight line to the beginning, containing 12/58 acres.

Parcel No. 5. All that parcel described as follows: Beginning at the end of the third line of a conveyance from Oliver T. Watkins and Eleanor J. Watkins to Edward K. Watkins, dated August 3rd, 1871 and recorded in Liber EEB-9 at Folio 69, one of the Land Records of said County, and running thence South 3-1/2° East 30 feet to the center of the public road, thence with the public road South 86° 27' East 194 feet, then North 3-1/2° East 80 feet to a point South 3° East 9 feet from a stone, thence South 87° West 194 feet, to the place of beginning, containing 10,670 square feet.

Subject to the right of the public to use the portion included in the public road.

Parcel No. 6. All that parcel described as follows: Beginning for the same at the end of the fourth line of a conveyance from Oliver T. Watkins and Eleanor J. Watkins to Edward K. Watkins, dated August 3rd, 1871 and running thence North 87° East 26 feet, thence South 10° East 194 feet, thence North 17° 38' West 194 feet, to the place of beginning, containing 2,506 square feet.

III. Conveyance from Fort to Wells - Liber 853, Folio 47

Parcel No. 1. Part of a tract of land in said County known as "Locust Levels", part of "Resurvey on Locust Level", part of "Locust Bottom" and part of "Cow Pasture" described as follows:

Beginning for the same at the end of the 2nd line of "Locust Bottom", it being the beginning of a conveyance from Vincent Brewer to Oliver T. Watkins for 156-1/8 acres, and running thence with said conveyance North 25° West 71 perches and thence with the lines of a conveyance from Oliver T. Watkins and wife to Edward K. Watkins for 22-5/8 acres, reversed North 29° East 30 perches, North 29° West 30 perches to the 5th line of said conveyance from Brewer to Watkins, thence with outlines of said conveyance, North 50° East 14 perches, South 86° East 48 perches, North 35° East 28 perches,
North 64° East 40 perches, South 10° East 40 perches, South 42° East 20 perches, South 12-1/2° West 4 perches, North 57-1/2° East 11-7/10 perches to the end of the 2nd line of a conveyance from Oliver T. Watkins and wife to William G. Bowman for 2 acres, 2 rods and 32 perches of land, thence with the said 2nd line reversed South 17° East 29-13/100 perches to a marked white oak tree, thence leaving said conveyance South 35° West 19-42/100 perches to a bounded maple tree in a marsh, then bounding on the lines of a lot containing 37-2/4 acres, conveyed to Christopher E. Watkins, et al to Eleanor J. Watkins by deed dated October 27th, 1904 and recorded in Liber 31-45 at Folio 41, one of the Land Records of said Montgomery County, Maryland; South 32-1-2° West 32-3/10 perches to a stone, South 21-3/4° East 20-54/100 perches to a point at or near the end of 41-33/100 perches on the 3rd line of a conveyance from Steppen G. Cassass and wife to Oliver T. Watkins for 143 acres, then with said line South 60° West 22-33/100 perches to a corner of the land conveyed to Eleanor J. Watkins, as above mentioned, still with said 3rd line South 60° West 16-34/100 perches to the end thereof; thence with the 4th line of said conveyance from Cassass to Watkins, South 25° West 60 perches, and then with a straight line to the place of beginning, containing 120-65/100 acres, more or less.

Together with a Right-of-Way described in a deed from James M. Barber to Charles H. Barber, dated April 21st, 1900 and recorded in Liber 70-11, at Folio 119, one of the Land Records of said County.

Excepting three acres, described in a deed from Charles H. Barber and wife to Arthur L. Watkins and wife, dated March 18th, 1919 and recorded in Liber 276 at Folio 208, one of the said Land Records, described as follows:

Beginning at a stone where formerly stood a marked white oak tree at the end of the 12th line of said conveyance and running thence with said 12th line reversed, North 47° West 29.13 perches to the beginning thereof, thence with the line of said conveyance reversed South 57-1/2° West 11.3 perches to the beginning of said line; thence leaving the outlines of said property, and running across the land conveyed by said deed in a Southeasterly direction to a point on the 13th outline of said property where the dividing line between the lands of Obediah King and Mary Odell corner; then with the 13th line reversed North 35° East to the beginning, containing three acres, more or less.
Parcel No. 2. Part of same land conveyed to Charles H. Barber by Vernon A. Mullinix et al, by deed dated December 9th, 1933 and recorded in Liber 562 at Folio 306, one of the Land Records of said Montgomery County, Maryland, and beginning for the same at the beginning of the 13th line of the aforesaid conveyance, it being a point marked by a stone planted in the ground, bounding with said 13th line, South 86° 5' East 48 perches to the end thereof, then with the 14th line, North 30° East 30 perches to the end thereof, it being marked by a large post planted in the ground and being also the beginning of the survey of the aforesaid conveyance; then crossing the land of said conveyance South 69° 40' West 44 perches to a stone, South 78° 30' West 24.5 perches to the beginning, containing 3 acres, 26 square perches, more or less. Being the same land described in deed from Charles H. Barber and wife to Harvey W. King and wife, dated March 28th, 1939 and recorded in Liber 727 at Folio 443, one of the Land Records of said Montgomery County, Maryland.
Elected & Appointed Officials

Montgomery County Council
Craig Rice, President
George Leventhal, Vice President
Nancy Floreen
Phil Andrews
Roger Berliner
Marc Elrich
Cherri Branson
Nancy Navarro
Hans Riemer

County Executive
Isiah Leggett

The Maryland National Capital Park and Planning Commission
Elizabeth M. Hewlett, Chairman
Francoise Carrier, Vice Chairman

Commissioners
Montgomery County Planning Board
Francoise Carrier, Chair
Marye Wells-Harley, Vice Chair
Amy Presley
Norman Dreyfuss
Casey Anderson

Prince George’s County Planning Board
Elizabeth M. Hewlett, Chairman
Dorothy F. Bailey, Vice Chairman
Manuel R. Geraldo
John P. Shoaff
A. Shuanise Washington