

DECLARATION AND GRANT OF EASEMENT
Joseph G. Davies 15505 Carroll Road LLC

THIS DECLARATION AND GRANT OF EASEMENT is made this ___ day of _____, 2023 by _____ **on behalf of** Grantors, hereinafter referred to as "Declarant" and the **Elkridge Harford Hunt Club , Inc.**, a Maryland corporation, Grantee, hereinafter referred to as the "EHHC".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain property known as 15505 Carroll Road located in Baltimore County, Maryland consisting of approximately 30 acres which Deed is recorded among the Land Records of Baltimore County in Liber GRG. No. _____, folio _____; Tax Account No. _____ (the "Property"); and

WHEREAS, Declarant desires to protect the traditional use of the Property as an integral portion of the fox hunting country of the Elkridge Harford Hunt Club, Inc., (the "EHHC").

NOW THEREFORE, Declarant hereby declares that the Property described above shall be subject to the following easements, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property and the availability of the Property for use by the EHHC, and which shall run with the real property and be binding on all parties, their heirs, successors and assigns having any right, title or interest in the described Property or any part thereof:

An easement on and over the Property for the benefit of the Elkridge Harford Hunt Club, Inc., (EHHC), its foxhounds, members, subscribers, guests, employees, allowing ingress, egress and access over and through the Property for the purposes of "equestrian foxhunting" (conducted with horses and hounds) subject to the following conditions:

A) Such equestrian foxhunting shall be undertaken in such a manner, so as not to materially damage or interfere with crops, livestock or improvements on the Property;

B) Equestrian trails and jumps on the Property may be maintained by the EHHC and shall be located so as not to unreasonably interfere with the Property owner's privacy or come within one hundred feet of any dwelling unit on the Property. (Note: the foxhounds may seek and follow the scent of the fox throughout the Property);

C) Owners will be notified, in advance, of any nearby meets and trail or jump maintenance, only to be done during normal business hours.

D) Any dispute arising out of this easement shall be settled by arbitration with all costs to be reimbursed to the prevailing party.

WITNESS/ATTEST:

(SEAL)
(15505 Carroll Road LLC)

(SEAL)

STATE OF MARYLAND, _____ OF _____, TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 2023, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, (Grantors), known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, who acknowledge that they executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal the day and year first above written.

(SEAL)

NOTARY PUBLIC

My Commission Expires

WITNESS/ATTEST:

Elkridge Harford Hunt Club, Inc.,
a Maryland corporation

_____ By: _____ (SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2023 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Elkridge Harford Hunt Club, Inc., a Maryland corporation, by _____, Authorized Signer, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be the act of the body corporate, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)
Notary Public:

My commission expires:

I hereby certify that this Declaration was prepared and reviewed for legal form and sufficiency by the undersigned attorney, an attorney admitted to practice before the Court of Appeals of Maryland.

, Esquire