

DS Initial
MB RBMMOW

AMENDED DECLARATION AND GRANT OF EASEMENT

THIS AMENDED DECLARATION AND GRANT OF EASEMENT is made this 14th day of January, 2022 by and between GRACEFIELDS, LLC, a Maryland limited liability company and WESTWELL, LLC, a Maryland limited liability company, party of the first part, hereinafter referred to as Grantor, and GREENSPRING VALLEY HOUNDS, INC., party of the second part (sometimes referred to as the "Club" or the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain property located in Baltimore County, Maryland, containing approximately 117 acres of land, which is more particularly described and set out in the following:

1. Deed dated October 1, 2020, and recorded among the Land Records of Baltimore County, Maryland, in Book 43599, Page 337, from Longnecker Farm, LLC, a Maryland limited liability company and Millstone Farm, LLC, a Maryland limited liability company.

2. Deed dated December 15, 2020, and recorded among the Land Records of Baltimore County, Maryland, in Book 44109, Page 371, from Longnecker Farm LLC, a Maryland limited liability company and Millstone Farm, LLC, a Maryland limited liability company.

WHEREAS, all the parcels of land described in the foregoing Deeds shall hereinafter be referred to collectively as the "Property"; and

WHEREAS, the Grantee is a corporation which for over 129 years conducts and is dedicated to traditional fox hunting, equestrian and related activities and has for many years past hunted and used the Property in furtherance of its purposes; and

WHEREAS, the current and historical presence of the Grantee and its activities in the area of the Property have assisted in preserving and protecting the Property and other open spaces in the region, and the Grantor wishes to maintain this rural and open character; and

WHEREAS, the Grantor is desirous of ensuring that the Grantee enjoys the continual right to hunt and use the Property in its traditional manner and desires to grant the easement hereinafter set forth in furtherance of this desire; and

WHEREAS, the Grantee is desirous of obtaining the continual right to hunt and use the Property in its traditional manner; and

LR - Declaration/Covenant
Recording Fee 20.00
Declarant Name:
GREENSPRING VALLEY
HOUNDS INC
Ref:
Surcharge 40.00
SubTotal: 60.00
Total: 60.01
08/03/2022 10:03
085930528 CC0301 -
Baltimore
County/CC03.01.02 -
Register 02
CC03-ML

WHEREAS, the Property is currently subject to a Declaration and Grant of Easement for equestrian foxhunting benefitting Grantee; which is recorded among the Land Records of Baltimore County, Maryland, in Book 1476; Pages 110 – 113; and

WHEREAS, the Grantor is selling a conservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) and MALPF has requested Grantor to obtain from the Grantee an amended Declaration and Grant of Easement.

WITNESSETH

NOW THEREFORE, in consideration of **One Dollar (\$1.00)** and the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor the parties hereto hereby agree as follows:

1. **The Declaration and Grant of Easement** recorded at Book 14761 Pages 110 is hereby deleted in its entirety with respect to the lands owned by Gracefields, LLC and Westwell, LLC.

2. **Grant of Easement and Use of Property.** The Grantor hereby grants Grantee an easement in gross upon the Property permitting Grantee to use the Property in its traditional manner for hunting, equestrian and related purposes, including the right to use the trails on the Property in furtherance of its traditional activities. Grantee's governors, officers, employees, designees, members, guests, subscribers, invitees, handlers, staff, horses, and hounds may ride upon, train hounds and horses upon, hunt or travel through, on horseback or other traditional means of pursuit, any and all positions of the Property in furtherance of the Grantee's traditional activities, on the terms contained in the easement.

3. **Maintenance of Trails and Grantee Improvements.** The parties acknowledge that Grantee creates, installs, constructs, and maintains trails and other improvements on the Property in furtherance of its activities. Grantee may, but is not required to, mow, repair and maintain such trails in accordance with its customary trail maintenance practices, which may include the use of mechanized equipment for such purposes. The Grantee may also create, install, construct, improve and maintain jumps, gates, and other traditional improvements (including coops) on the Property, but shall not make additional improvements to the Property in areas it did not previously traverse without first obtaining the consent of the Grantor in each instance.

4. **Indemnification.** Grantee agrees that it shall indemnify Grantor from and against all claims, liability, and expenses in connection with any injury, death, or any claims for damages arising out of any occurrence in, upon, or at the Property attributable to the Grantee's use of the

Property. In case Grantor shall, without fault on its part, be made a party to any action or proceeding in connection with the Grantee's use of the Property, Grantee shall protect and indemnify Grantor and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Grantor in connection with such action or proceeding.

5. **Grantor Termination.** If Grantee's traditional activities shall be suspended for a period of five (5) successive years, or if Grantee's participants should repeatedly take part in the violation of this easement, which violations have not been reasonably cured after written notice from Grantor, Grantor may terminate this easement upon written notice to Grantee; provided however, that if the parties disagree with respect to the reasonableness of the Grantee's efforts to cure claimed violations, prior to any attempted termination by Grantor, they shall submit their dispute to a panel of three (3) mutually agreed upon arbitrators, who shall then decide the dispute and whether Grantor has cause to terminate this easement. The decision of said arbitrators shall be final and binding to Grantor and Grantee.

6. **Governing Law.** This easement in gross shall be construed and enforced pursuant to the law of the State of Maryland.

7. **Successors.** This easement shall constitute an easement in gross and shall run with the land and shall be binding upon the heirs, successors and assigns of the Grantor and Grantee, whether or not referred to in any deed of conveyance. The term "Grantor" means the grantor hereof, as well as any subsequent record owner of the Property.

8. **Exclusive Remedy.** Any dispute arising out of this easement shall be resolved exclusively by arbitration and all costs related to the proceedings, including, but not limited to, attorneys fees to be reimbursed to the prevailing party.

9. **Recording.** This Agreement shall be recorded among the Land Records of the County where the Property is located at the expense of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this easement as of the date first above written.

ATTEST:

GRANTORS:

GRACEFIELDS, LLC

By: Margaret Bley (SEAL)

ATTEST:

WESTWELL, LLC

By: *Rachel Walz* (SEAL)

GRANTEE:

GREENSPRING VALLEY HOUNDS, INC.

By: *Shail. J. Brown V.S.* (SEAL)

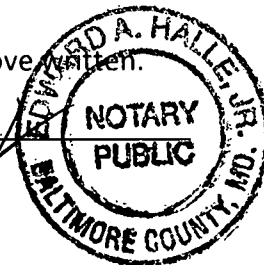
STATE OF MARYLAND, COUNTY OF *Baltimore*, TO WIT:

I HEREBY CERTIFY that on this *10th* day of *January*, 202*1*, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared *Margaret Blakey*, as an Authorized Person for GRACEFIELDS, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she executed the same for the purposes therein contained as their act and deed.

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

[Signature]
Notary Public

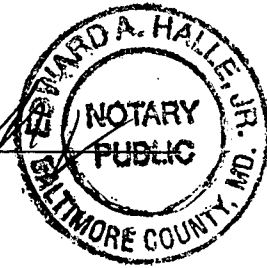
My Commission Expires: *7/19/25*



STATE OF MARYLAND, COUNTY OF *Baltimore*, TO WIT:

I HEREBY CERTIFY that on this *10th* day of *January*, 202*2*, before me; a Notary Public in and for the jurisdiction aforesaid, personally appeared *Rachel Blakey*, as an Authorized Person for WESTWELL, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she executed the same for the purposes therein contained as their act and deed.

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



[Signature]

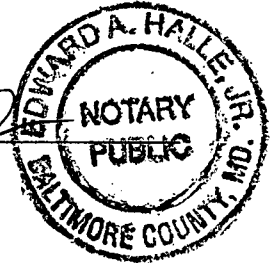
Notary Public

My Commission Expires: 7/19/25

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 2021, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shelia T Brown as an officer of THE GREEN SPRING VALLEY HOUNDS, INC. a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President.

AS WITNESS, my hand and Notarial Seal.



[Signature]

Notary Public

My Commission Expires: 7/19/25

I HEREBY CERTIFY, that this instrument was prepared by an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]

EDWARD A. HALLE, JR.

PLEASE RETURN TO:

Edward A. Halle, Jr., Esquire
Fowley & Beckley, P.A.
11350 McCormick Road
Executive Plaza I, Suite 502
Hunt Valley, MD 21031

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation