

AMENDED DECLARATION AND GRANT OF EASEMENT

THIS AMENDED DECLARATION AND GRANT OF EASEMENT is made this day of day of the 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 aforegoing 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 contends in the contends of the contends of

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 this easement.
- 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. <u>Indemnification.</u> 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. <u>Successors</u>. 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. <u>Exclusive Remedy.</u> 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.

GRACEFIELDS, LLC By: Margaret Blee (5)	(SEAL)

STATE OF MARYLAND, COUNTY OF Salmon TO WIT: I HEREBY CERTIFY that on this /// day of John Subscribed to the within instrument, who acknowledged that he/she executed the same for the purposes therein contained as their act and deed. STATE OF MARYLAND, COUNTY OF Ballow Notary Public In and for the jurisdiction aforesaid, personally appeared 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 with the purposes therein contained as their act and deed. Notary Public In and for the jurisdiction aforesaid, personally appeared 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	ATTEST:	WESTWELL, LLC					
STATE OF MARYLAND, COUNTY OF Ballow Long Salination and Salination and Motarial Seal the day and year first above whether the purposes therein contained as their act and deed. STATE OF MARYLAND, COUNTY OF Ballow To WIT: I HEREBY CERTIFY that on this 10th day of January Public in and for the jurisdiction aforesaid, personally appeared 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 withen. NOTARY Public NOTARY Public I HEREBY CERTIFY that on this 10th day of January 2022, before me; a Notary Public in and for the jurisdiction aforesaid, personally appeared 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		By: (SEAL)					
STATE OF MARYLAND, COUNTY OF Sall may to WIT: I HEREBY CERTIFY that on this with day of January public in and for the jurisdiction aforesaid, personally appeared as an Authorized Person for GRACEFIELDS, LLC, known to me (of 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 within the purposes therein contained as their act and deed. STATE OF MARYLAND, COUNTY OF Solling to WIT: I HEREBY CERTIFY that on this with day of January 2022, before me, a san 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		GRANTEE:					
STATE OF MARYLAND, COUNTY OF Ballows TO WIT: I HEREBY CERTIFY that on this by the jurisdiction aforesaid, personally appeared margers Ballows, as an Authorized Person for GRACEFIELDS, LLC, known to me (of 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 when the purposes therein contained as their act and deed. Notary Public I HEREBY CERTIFY that on this by day of January 2022, before me; a Notary Public in and for the jurisdiction aforesaid, personally appeared 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		GREENSPRING VALLEY HOUNDS, INC.					
I HEREBY CERTIFY that on this / Oth day of January Public in and for the jurisdiction aforesaid, personally appeared (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 who acknowledged that he/she executed the same for the purposes therein contained as their		By: Shal. J. Brown V. J. (SEAL)					
Mars and for the jurisdiction aroresaid, personally appeared as an Authorized Person for GRACEFIELDS, LLC, known to me (of 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 within. Notary Public I HEREBY CERTIFY that on this / Oth day of January 2022, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared 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	STATE OF MARYLAND, COUNTY OF $\frac{\beta_{\alpha}}{\beta_{\alpha}}$	Mmer TO WIT:					
Notary Public Notary	me (or satisfactorily proven) to be the instrument, who acknowledged that he	Authorized Person for GRACEFIELDS, LLC, known to person whose name is subscribed to the within					
Notary Public STATE OF MARYLAND, COUNTY OF Balling TO WIT: I HEREBY CERTIFY that on this / Oth day of January 2022, before me; a Notary Public in and for the jurisdiction aforesaid, personally appeared acted blacky, 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	AS WITNESS my hand and Notarial						
I HEREBY CERTIFY that on this / Oth day of January, 2022, before me; a Notary Public in and for the jurisdiction aforesaid, personally appeared acted blacky, 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	My Commission Expires: 7/9/25	Notary Public					
(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	STATE OF MARYLAND, COUNTY OF <u>BG</u>	Ninose, TO WIT:					
(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	I HEREBY CERTIFY that on this $\underline{/}$	<u> 17ん</u> day of <u> </u>					
(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	Notary Public in and for the	jurisdiction aforesaid, personally appeared Authorized Person for WESTWELL, LLC, known to me					
	(or satisfactorily proven) to be the persor	n whose name is subscribed to the within instrument,					
all allu ueeu.	who acknowledged that he/she executed act and deed.	the same for the purposes therein contained as their					

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

C / NOTARY E
Notary Public
My Commission Expires: 7/19/25
STATE OF MARYLAND, COUNTY OF 154 // TO WIT:
I HEREBY CERTIFIY that on this 19th day of January, 2021, before me, a
Notary Public in and for the jurisdiction aforesaid, personally appeared 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 Presiden!
AS WITNESS, my hand and Notarial Seal.
NOTARY E
My Commission Expires: 7/19/25 Notary Public Notary Public

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

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

Docusign Envelope ID:	State of Marylan	d Land I	lnstrum	ent Ki	ake Sheet	GE: 99		·				
	Baltimore City mation provided is for				ate Departmen	t of	Space Reserved for Circuit Court Clerk Recording Validation					
•	Assessments and Ta	axation, and	County Fi	nance Of	fice Only.		ording \					
1 Type(s)	(Check Box if a		<u> </u>		De Legible)		erk Rec					
of Instruments	Deed		rtgage		her	Other _	\\ \tilde{\text{T}}					
2 Conveyance Type	Deed of Trust Improved Sale	Lea Unim	proved Sale		sement ultiple Accounts	Not an A	rms.					
Check Box	Arms-Length [1]		-Length [2]		ms-Length [3]	Length Sa	ale [9]					
3 Tax Exemptions (if applicable)	Recordation						Reserve	•				
Cite or Explain Authority	State Transfer County Transfer	- 					base 6		•			
4	County Transici	Consider	ation Amou	nt .				Office Hee Only				
	Purchase Price/Consid		\$ 1.00			Finance Office Use Only Transfer and Recordation Tax Consideration						
Consideration	Any New Mortgage		\$			Transfer Tax Consideration \$						
and Tax	Balance of Existing M Other:	lortgage	\$			X (Less Exemption		= \$ - \$				
Calculations	Other:		\$			Total Transfer		= \$				
		·				Х(= \$				
5	Full Cash Value:		\$			TOTAL DUE		\$/				
	Amount of F Recording Charge	ees	\$ 20.00	Doc.	<u> </u>	<u>I</u>	Doc. 2	Agent:				
	Surcharge		\$ 40.00			\$		Tax Bill:				
ro Fees	State Recordation Tax	(\$			\$						
202	State Transfer Tax County Transfer Tax		\$			\$ \$		C.B. Credit:				
/31/;	Other		\$			\$	1	Ag. Tax/Oth	er:			
101	Other		\$	-		\$		Ag. Tax/Ou	CI.			
Description of	District Prop	erty Tax ID	No. (1)	Grante	or Liber/Folio	M	ар	Parcel No.	Var. LOG			
LIOPCILY		04155; 04 bdivision Nar		44109/37	1 43599/337	Plant (21)	-	124; 36	(5)			
SDAT requires	Sui	DUIVISIUII IVAI			Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)			
submission of all applicable information.			L	ocation/A	ddress of Prope	rty Being Conve	eyed (2)					
A maximum of 40	13401 Longnecker R				s (if applicable)			Water Mete	r Account No.			
characters will be characters will be	Longnecker Road, G			racitine	s (II applicable)			Water Mete	Account No.			
with the priority cited in	Residential or No				or Ground Ren							
Real Property Article	Partial Conveyance?	Yes N	io Descr	iption/Amt	. of SqFt/Acreago	e Transferred:						
section 3-104(g)(3)(i).	If Partial Conveyance,	, List Improve	ements Conve	eyed: Ame	ended Easemer	nt						
9		Doc. 1 – Grantor(s) Name(s) Doc. 2 – Grantor(s) Name(s)										
Transferred	Westwell, LLC	Gracefields, LLC Westwell LLC										
γ' From		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)				Doc. 2 - Owner(s) of Record, if Different from Grantor(s)						
O		Dog 1 Cro	ntos(s) Nam	10(0)	J	Dec 2. Constant Name (c)						
<u>×</u>	Doc. 1 – Grantee(s) Name(s) Greenspring Valley Hounds, Inc.					Doc. 2 – Grantee(s) Name(s)						
Transferred To		Crossisping valley frounds, inc.										
9. 00		New Owner's (Grantee) Mailing Address										
Transferred From Transferred To Other Names to Be Indexed	Doc. 1 – Ado	ditional Name	es to be Inde	xed (Option	onal)	Doc. 2 -	Additional Nat	nes to be Indexed	(Optional)			
Other Names to Be Indexed												
□ Contact/Mail		Instru	ıment Subm	itted By o	r Contact Perso	1		Z Return to C	ontact Person			
Information	Name: Edward A. H	·							-			
000	Firm Fowley & Bed	ckley, P.A.					204	☐ Hold for Pic	ckup			
R R	Address: 11350 McC	Cormick Road	d, Executive	Plaza I,		Valley, MD 210)) 771-9900	U31	✓ Return Add	ress Provided			
Lanc	11 JMPOR	TANT: BOT			EED <i>AND</i> A PI	ютосору м		ANY EACH TRA				
=) 	Yes No Will the property being conveyed be the grantee's principal residence?											
3UC	Assessment Information	Yes	No	Does trans	fer include persor	nal property? If	yes, identify:					
O	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1	No	Was prope	rty surveyed? If	yes, attach copy	of survey (if reco	orded, no copy req	uired).			
⊢		Yes	Assessment Use Only – Do Not Write Below This Line									
LIO			Asse			\A/h-cl-	Terminal Verification Agricultural Verification Whole Part Tran. Process Verification Transfer Number Date Received: Deed Reference: Assigned Property No.:					
CIRCUIT COURT (Land Records)			Asse Agricult	ural Verifi	cation	Deed Reference	œ:	Assigned Prope	rty No.:			
<u>`</u>	Terminal Verifica Transfer Number Year		Asse Agricult	ural Verifi	Geo.	Deed Reference	œ:	Assigned Prope	rty No.:			
<u>`</u>	Terminal Verifica Transfer Number Year Land Buildings	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning Use	Deed Reference Map Gnd Pal-d	ce: TAX NOT F rector of Budg JMORE COU	Assigned Prope EQUIRED ELAND FINANCE SECTION ARYLA	rty No.:			
County	Terminal Verifica Transfer Number Year Land Buildings	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning	Deed Reference Map Grand Reference	œ:	Assigned Prope EQUIRED Exand Finance SECYOMARYLA EXTAX	rty No.: Block Lot NDocc. Cd.			
County	Terminal Verifica Transfer Number Year Land Buildings	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning Use	Deed Reference Map Grand R	TAX NOT FOR THE PROPERTY TRANSFER	Assigned Prope LOUIRED MI AND FINANCE MI AND THE ART 11 SUBTITLE 2	rty No.: Block Lot NDocc. Cd.			
County	Terminal Verifica Transfer Number Year Land Buildings	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning Use	Deed Reference Map Grand R	ce: TAX NOT F rector of Budg JMORE COU	Assigned Prope EQUIRED ELAND FINANCIA SUMMARYLA EXCAL TIAX ART 11 SUBTITLE 2,	rty No.: Block Lot NDocc. Cd. TITLE 3 11-3-202			
County	Terminal Verifica Transfer Number Year Land Buildings	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning Use	Deed Reference Map Grid Referenc	TAX NOT FOR THE PROPERTY TRANSFER	Assigned Prope EQUIRED ELAND FINANCIA SUMMARYLA EXCAL TIAX ART 11 SUBTITLE 2,	rty No.: Block Lot NDocc. Cd.			
<u>`</u>	Terminal Verifica Transfer Number Year Land Buildings Total REMARKS:	ition	Asse . Agricult Date Rece	ural Verifi	Geo. Zoning Use	Deed Reference Map Gold Part Pool Per Pool Part Pool Per	TAX NOT FOR THE TENT OF THE TE	Assigned Prope EQUIRED FLAND Finance SEYOMARYLA EXTAX ART 11 SUBTITLE 2,	rty No.: Block Lot NDocc. Cd. TITLE 3 11-3-202			