

9682

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146
Commercial

7568 PAGE 690

DGS File No. 03-04-86-05

THIS DEED OF EASEMENT

made this 28th day of May, 1987, by and between JAMES J. WARD, III, the
FEDERAL LAND BANK OF BALTIMORE and CENTRABANK, INC., "GRANTORS"; and the
STATE OF MARYLAND, to the use of the Maryland Agricultural Land Preservation
Foundation of the Department of Agriculture, "GRANTEE", and containing
covenants intended to be real covenants running with the land,

C RC/F 40.00
DEED 8 W
SM CLERK 40.00
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WITNESSETH:

WHEREAS, Title 2 of Subtitle 5 of the Agriculture Article,
Maryland Annotated Code, created the Maryland Agricultural Land Preservation
Foundation for the purpose of preserving agricultural land and woodland;
and

WHEREAS, by authority of Agricultural Article, Section 2-504(3),
Maryland Annotated Code, the Grantee may purchase agricultural preservation
easements to restrict land to agricultural use; and

WHEREAS, the Grantors own the hereinafter described tract or
parcel of land located in an agricultural preservation district established
pursuant to Agricultural Article Section 2-509, Maryland Annotated Code,
and desire to sell an agricultural preservation easement to the Grantee to
restrict the land to agricultural use.

NOW, THEREFORE, in consideration of the sum of FOUR HUNDRED
EIGHTY THOUSAND DOLLARS (\$480,000) and other valuable consideration, the
receipt of which is hereby acknowledged, the Grantors for themselves, their
heirs, personal representatives and assigns, do grant and convey, to the
State of Maryland, for the use of the Grantee, its successors and assigns,
an agricultural preservation easement in, on and over the hereinafter described
tract or parcel of land, subject to the covenants, conditions, limitations
and restrictions hereinafter set forth, so as to constitute an equitable
servitude thereon, that is to say:

BEGINNING FOR THE FIRST at a point in the center of
Worthington Avenue, as laid out and now existing 40 feet wide,
said point being distant South 28 degrees 43 minutes 30

IRT (Land Records) SM 7568, p. 0690, MSA_CE62_7423. Date available 11/15/2005. Printed 07/17/2018.

seconds West 39.07 feet from a stone found planted at the end of the first line of that parcel of land which by deed dated January 2, 1926, recorded among the Land Records of Baltimore County, Maryland in Liber W.P.C. 629 at folio 65, was conveyed by The Church Home and Infirmary of the City of Baltimore to Charles B. Gillet, and running thence, as now surveyed, binding along the aforesaid center of Worthington Avenue the seven following courses and distances, viz: (1) North 80 degrees 22 minutes 40 seconds East 19.07 feet, (2) North 86 degrees 49 minutes 40 seconds East 52.10 feet, (3) South 86 degrees 27 minutes 20 seconds East 60.48 feet, (4) South 81 degrees 47 minutes 40 seconds East 63.28 feet, (5) South 81 degrees 21 minutes 15 seconds East 431.28 feet, (6) South 79 degrees 53 minutes 30 seconds East 57.37 feet, and (7) South 69 degrees 30 minutes 25 seconds East 512.24 feet to a point, thence leaving the center of Worthington Avenue and running for lines of division, as now drawn, the three following courses and distances, viz: (1) North 21 degrees 45 minutes 00 seconds East 769.46 feet, (2) South 64 degrees 46 minutes 06 seconds West 498.38 feet, and (3) North 81 degrees 21 minutes 15 seconds West 802.52 feet to a point on the first line of the abovementioned parcel of land, thence binding along part of said first line South 28 degrees 43 minutes 30 seconds West 373.74 feet to the end thereof, thence continuing along a prolongation of said first line South 28 degrees 43 minutes 30 seconds West 39.07 feet to the place of beginning, containing 11.64 acres of land, more or less, including 0.54 acres, more or less, in the bed of Worthington Avenue, 40 feet wide, the net acreage conveyed by this deed being 11.10 acres, more or less.

BEGINNING FOR THE SECOND at a point on the first line of that parcel of land which by deed dated January 2, 1926, recorded among the Land Records of Baltimore County, Maryland in Liber W.P.C. 629 at folio 65 was conveyed by The Church Home and Infirmary of the City of Baltimore to Charles B. Gillet and distant North 28 degrees 43 minutes 30 seconds East 980.72 feet from a stone found planted at the end thereof, and running thence, as now surveyed, binding reversely along part of said first line and for a part in the bed of Butler Road, as laid out and now existing 40 feet wide, North 28 degrees 43 minutes 30 seconds East 2201.15 feet to the end of the first line of that parcel of land which by deed dated April 12, 1929, recorded among the aforesaid Land Records in Liber L.McL.M. 820 at folio 132 was conveyed by Charles B. Gillet, Widower, to Walter Douglas, thence binding along part of the second line of the above last-mentioned parcel of land South 60 degrees 42 minutes 50 seconds East 327.65 feet to a point thereon, thence running for lines of division, as now drawn the three following courses and distances, viz: (1) South 29 degrees 05 minutes 30 seconds West 2075.00 feet, (2) South 77 degrees 17 minutes 50 seconds West 185.87 feet, and (3) North 61 degrees 16 minutes 30 seconds West 175.00 feet to the place of beginning containing 15.99 acres of land more or less, including 0.42 acres more or less in the bed of Butler Road, 40 feet wide, the net acreage by this deed being 15.57 acres, more or less.

BEGINNING FOR THE THIRD at a point on the first line of that parcel of land which by deed dated January 2, 1926, recorded among the Land Record of Baltimore County, Maryland in Liber W.P.C. 629 at folio 65 was conveyed by The Church Home and Infirmary of the City of Baltimore to Charles B. Gillet and

30 seconds East 606.98 feet to a point thereon, thence running for lines of division, as now drawn, the three following courses and distances, viz: (1) South 61 degrees 16 minutes 30 seconds East 175.00 feet, (2) North 77 degrees 17 minutes 50 seconds East 185.87 feet, and (3) North 29 degrees 05 minutes 30 seconds East 2075.00 feet to a point on the second line of that parcel of land which by deed dated April 12, 1929, recorded among the aforesaid Land Records in Liber L.McL.M. 820 at folio 132 was conveyed by Charles B. Gillet, Widower, to Walter Douglas, thence binding along part of the second line of the above last-mentioned parcel of land South 60 degrees 42 minutes 50 seconds East 2278.68 feet to a stone found planted at the end thereof and to the end of the North 24 degrees West 63 perches line of the above first-mentioned parcel of land, said point being also the end of the seventh line of that parcel of land which by deed dated March 22, 1899, recorded among the aforesaid Land Records in Liber N.B.M. 237 folio 232 was conveyed by Sallie H. Conrad to Albert W. Fuss, thence binding reversely along the outlines of the above last-mentioned parcel of land and reversely along the outlines of the above first-mentioned parcel of land the six following courses and distances, viz: (1) South 22 degrees 17 minutes 20 seconds East 1044.15 feet to a stone found planted, (2) North 87 degrees 01 minute 10 seconds East 254.31 feet to a stone found planted, (3) South 11 degrees 40 minutes 54 seconds West 429.00 feet, (4) South 62 degrees 52 minutes 22 seconds West 264.00 feet to a concrete monument found planted, (5) South 00 degrees 48 minutes 10 seconds East 995.08 feet to a concrete monument found planted, and (6) south 22 degrees 56 minutes 50 seconds West 536.83 feet to a point in the center of Worthington Avenue, as laid out and now existing 40 feet wide and to a point at the end of the South 66 degrees East 20 perches line of the above first-mentioned parcel of land, thence binding reversely along said line and along the center of Worthington Avenue, as now surveyed, North 64 degrees 18 minutes 40 seconds West 410.07 feet, thence leaving the outlines of the above first-mentioned parcel of land and binding along the aforesaid center of Worthington Avenue the two following courses and distances, viz: (1) North 64 degrees 18 minutes 40 seconds West 900.96 feet, and (2) North 64 degrees 57 minutes 20 seconds West 224.53 feet to a point thereon, thence leaving the aforesaid center of Worthington Avenue and running for lines of division, as now drawn, the five following courses and distances, viz: (1) North 21 degrees 45 minutes 00 seconds East 1268.52 feet, (2) North 68 degrees 15 minutes 00 seconds West 1499.75 feet (3) South 21 degrees 45 minutes 00 seconds West 549.50 feet, (4) South 64 degrees 46 minutes 06 seconds West 498.38 feet, and (5) North 81 degrees 21 minutes 15 seconds West 802.52 feet to the place of beginning, containing 163.48 acres of land, more or less including 0.71 acres, more or less in the bed of Worthington Avenue, 40 feet wide, the net acreage conveyed by this deed being 162.77 acres, more or less.

Being all that property described in a deed dated February 24, 1984 from The Elkrige Club, Inc. to James J. Ward, III and recorded among the land records of Baltimore County in Liber 6673, folio 754.

AND the Grantors covenant for and on the behalf of themselves, their heirs, personal representatives, successors and assigns, with the

the intention of the parties that the said land shall be preserved solely for agricultural use in accordance with the provisions of Agriculture Article, Title 2, Subtitle 5, Maryland Annotated Code, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the above described land and are to be deemed and construed as real covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

A. Subject to the reservations hereinafter contained, the Grantors covenant, grant, and relinquish the following rights:

- (1) (a) The right to develop or subdivide the above described land for industrial, commercial, or residential use or purpose; provided, however, the Grantors reserve as a personal covenant only and one not intended to run with the land, the right to convey one acre or less upon written application to the Grantee, to themselves or to each of their children for the purpose of constructing a dwelling for his or that child's personal use; however, the Grantors may not convey more than 1 acre or less at a maximum density of not more than 1 acre for each 20 acres or portion thereof, not to exceed 10 lots of one acre or less, on the land herein described; the Grantors shall pay the Grantee for the release of the easement or for the benefit of conveying, free of the easement restrictions at the price per acre that the Grantee paid the Grantors for the grant of easement; and the further right to construct, subject to the approval of the Grantee, houses for tenants fully engaged in the operation of the farm provided such construction does not exceed one tenant house for each 100 acres. The land on which a tenant house is constructed may not be subdivided or conveyed to any persons. In addition, the tenant house may not be conveyed separately from the original parcel. The Grantors shall notify the Grantee if the land is subdivided to permit the Grantee to

- (b) The right to subdivide the above described land for any purpose except upon written approval of the Grantee;
 - (c) The right to transfer any and all development rights from the above-described parcel to other areas, or to other persons, or to other entities, or to political subdivisions.
 - (d) Before any conveyance is made pursuant to paragraph (1)(a) above, Grantors shall agree with the Grantee not to subdivide any land conveyed. This agreement shall be recorded among the land records where the land is located and shall bind all future owners; and
 - (e) On request to the Grantee, the Grantors may exclude from the easement restrictions 1 acre per each single dwelling, which existed at the time of the sale of the easements by a land survey and recordation provided at the expense of the owner. However, before any exclusion is granted, the Grantors shall agree with the Grantee not to subdivide each acre excluded. This agreement shall be recorded among the land records where the land is located and shall bind all future owners.
- (2) The right to erect, display, place or maintain signs, billboards, or outdoor advertising displays on the land herein described; provided, however, the Grantors reserve the right to erect signs not exceeding 4 feet X 4 feet for each of the following purposes:
- (a) To state the name of the property and the name and address of the occupant;
 - (b) To advertise any home or ancillary occupation consistent with the purposes of this easement subject to the approval of the Grantee; and
 - (c) To advertise the property's sale or rental.
- (3) The right to dump ashes, sawdust, bark, trash, rubbish or any other material; provided, however, the Grantors reserve the right to dump any material which is for regular agricultural use.

including the operation at any time of any machinery used in farm production or the primary processing of any agricultural products; the right to conduct upon the said land any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on the said above described land; and all other rights and privileges not hereby relinquished, including their right of privacy.

B. And the parties, for themselves, their heirs, personal representatives, successors and assigns, further covenant and agree as follows:

(1) The Grantors shall manage the above described land in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; and shall manage any woodland in accordance with sound forestry practices; however, the Grantors reserve the right to selectively out or clear cut from time to time trees which will not alter the agricultural character of the land or diminish its productive capability.

(2) The Grantors shall implement all soil conservation and water quality practices that are contained within a soil conservation plan approved by the local soil conservation district, made or revised within the last ten years of the date of the application to sell an easement, which lists all soil conservation and water quality problem areas on the land. The plan shall be implemented according to the schedule of implementation contained within the plan which exists at the time of easement settlement. Revisions to the schedule of implementation may be made as approved by the Board of Supervisors of the local soil conservation district, however, the plan shall be fully implemented within ten years of

- (3) The Grantee or its authorized representative shall have the right to enter on the above described land from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained; provided, however, that the Grantee shall have no right to inspect the interior of any structures on the above described land.
- (4) That if the easement or any covenant, condition, limitation or restrictions herein contained is violated or breached, the Grantee may after due notice to the Grantors, their heirs, personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.
- (5) If the Grantors have any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said land, he may submit a written request to the Grantee for consideration and approval of such use.
- (6) That this easement does not grant the public any right of access or any right of use of the above described land.
- (7) That nothing herein contained shall relieve the Grantors, their heirs, personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (8) That this easement shall be in perpetuity, or for so long as profitable farming is feasible on the Grantors' land and may be released only by the Grantee as provided by Agricultural Article

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* Barry C. Sheehan; in his capacity as Trustee under an Indemnity Deed of Trust, dated July 26, 1985, and recorded among the Land Records of Baltimore County, Maryland, in Liber No. 6974, Folio 228, hereby joins in the together with CentrBank, Inc., Beneficiary named in the Indemnity Deed of Trust, execution of this Deed of Easement/for the sole purpose of agreeing to subordinate its lien to this Deed of Easement.* suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property interest hereby conveyed; and that they will execute such further assurances of the same as may be required.

The Federal Land Bank of Baltimore, a body coporate of the State of Maryland, hereby joins in the execution of this Deed of Easement for the sole purpose of agreeing to subordinate to this Deed of Easement, its lien of mortgage from Grantors dated March 12, 1985 and recorded among the aforesaid Land Records in Liber 6881, Folio 363.

* See Above

AS WITNESS the hands and seals of the Grantors.

WITNESS:

Suzanne B. Maery

[Signature] (SEAL)
James J. Ward, III, Grantor
Federal Land Bank of Baltimore

[Signature]

Paul A. Newcomer (SEAL)
By:

STATE OF MARYLAND, COUNTY OF Baltimore, To Wit:

I HEREBY CERTIFY that, on this 28th day of May, 1987, before me, the subscriber, a Notary Public of the State and County City aforesaid, personally appeared James J. Ward, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Suzanne B. Maery
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF HARFORD TO WIT:

I HEREBY CERTIFY that, on this 27TH day of May, 1987, before me, Shirley T. MacLean, the undersigned, personally appeared Paul A. Newcomer, know to me (or satisfactorily proven) to be the person whose name is subscribed as attorney-in-fact for The Federal Land Bank of Baltimore, under a Power-of-attorney recorded among the Baltimore County Land Records in Liber 6881, folio 363, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

IN WITNESS whereof I hereunto set my hand and official seal.

(Land Records) SM 7568, p. 0697, MSA_CE62_7423, Date available 1/15/2005. Printed 07/17/2018.

WITNESS:

CentrBank, Inc.

Barry C. Sheehan

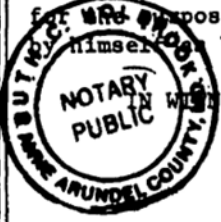
Gust A. Lenglet, Jr. (SEAL)
By: Gust A. Lenglet, Jr.
Vice President

Gust A. Lenglet, Jr.

Barry C. Sheehan (SEAL)
By: Barry C. Sheehan, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, on this 5TH day of June, 1987, before me the Subscriber, a Notary Public of the State and City aforesaid, personally appeared GUST A. LENGLET, JR., who acknowledged himself to be the Vice-President of CentraBank, Inc., a corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation himself as Vice President.



IN WITNESS whereof I hereunto set my hand and official seal.

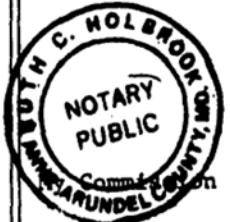
Ruth C. Holbrook
Notary Public

RUTH C. HOLBROOK

My Commission Expires:

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, on this 5TH day of June, 1987, before me the Subscriber, a Notary Public of the State and City aforesaid, personally appeared Barry C. Sheehan, who acknowledged himself to be the Trustee on behalf of CentraBank, Inc., a corporation, and that he, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trustee.



IN WITNESS whereof I hereunto set my hand and official seal.

Ruth C. Holbrook
Notary Public RUTH C. HOLBROOK

My Commission Expires:

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Lisa Paschal Snyder
Lisa Paschal Snyder
Attorney-at-Law