

0014577 267

Initial
TCH

No Consideration
No Title Examination

DEED OF CONSERVATION EASEMENT

30th THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this day of December, 1999, by and between PATRICK J. B. DONNELLY and MELANIE S. DONNELLY, having an address at 3117 Golf Course Road West, Owings Mills, Maryland 21117 ("Grantors"), and the LAND PRESERVATION TRUST, INC. having an address at c/o Michael D. Hankin, Brown Investment Advisory & Trust Company, 19 South Street, Baltimore, Maryland 21202 ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is an organization determined to be exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), whose purposes include the preservation and protection of scenic, natural, recreational, productive and open space lands; and

WHEREAS, Grantors own in fee simple a parcel consisting of 3.21 acres of land, more or less (the "Property") situate, lying and being in the Third Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto and as shown on the Plan attached hereto as Exhibit B (the "Plan") being a portion of the Property which was conveyed to the Grantors by Melanie Dugan Shriver, et al. by Deed dated July 27, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber 5917, folio 382; and

WHEREAS, Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land which constitutes the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement; and

WHEREAS, Grantors and Grantee recognize the open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features; and

WHEREAS, Grantors and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition; and

WHEREAS, Grantee is authorized to acquire and hold easements, and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Code.

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, its

successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I
DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II
PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for such activities as can be conducted in existing structures without alteration of the external appearance thereof, and the sale to the public of agriculture or forestry products produced on the Property.

B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed four feet by four feet.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property, or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and silviculture on the Property, or (3) for wildlife habitat, means of access and for the construction and/or maintenance of permitted structures.

E. Diking, draining, filling or removal of wetlands is prohibited.

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F. Management and harvesting of all forests on the Property shall be in accordance with the Maryland Forest Practices Guidelines or comparable provisions of any guidelines or regulations which may replace the Forest Practices Guidelines in the future or as they may be amended from time to time.

G. No building, facility, or other structure shall be constructed on the Property after the date of this Conservation Easement, except Grantors shall be permitted:

(1) To construct a garage for use in connection with the residence located on the Property and other accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property.

(2) To replace all existing structures described in Exhibit C attached hereto and other structures permitted under this Conservation Easement with structures of similar size and purpose;

(3) To improve, repair, restore, expand, alter, remodel, and maintain all existing structures described in Exhibit C attached hereto and other structures permitted under this Conservation Easement;

(4) To construct and maintain reasonable means of access to all permitted uses and structures; and

(5) To construct or install recreational facilities to be utilized in conjunction with the existing structures described on Exhibit C attached hereto or structures permitted herein, including, without limitation, swimming pool, gazebo, play equipment, tennis court and structures ancillary thereto.

Grantors shall notify Grantee at least forty-five (45) days in advance of any work to be performed pursuant to subparagraphs (1) through (5) above, and any such work shall be subject to the prior written approval of Grantee, not to be unreasonably withheld.

H. Grantors shall not be permitted to construct any residential structures of any nature on the Property (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, or seasonal cabins).

I. Subdivision of the Property is prohibited except for a transfer of a portion of the Property, as to which all use is prohibited other than is permitted hereunder. The word "subdivide" as used herein, means voluntarily to transfer a portion, less than one hundred percent (100%), of the subject property on which portion one or more residential structures exist. Grantors must submit all plans for subdivision of the Property to Grantee thirty (30) days prior to submission of a subdivision application to a local government, and receive written approval of the subdivision location prior to any excavation or construction on the Property.

J. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.

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K. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by Grantors or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if Grantor's believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right. Grantors shall pay all expenses of Grantee (including reasonable counsel fees) incurred in connection with the request for any approval pursuant to this Conservation Easement.

ARTICLE III
ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantee may, after reasonable notice to Grantors, exercise any or all of the following remedies:

- (1) institute suits to enjoin any breach or enforce any covenant by *ex parte*, temporary, and/or permanent injunction either prohibitive or mandatory; and
- (2) require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantor's obligations under this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors, their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV
PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

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ARTICLE V
EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof Exhibit A consists of one (1) page.
- B. Exhibit B: Plan of the Property is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit D consists of one (1) page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI
MISCELLANEOUS

A. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if the proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

C. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Code.

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D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

E. This Conservation Easement shall be construed to promote the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, including such purposes as are defined in Section 170(h)(4)(A) of the Code.

F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property.

G. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

H. Grantee shall record this instrument in a timely fashion in the land records of the jurisdiction in which the Property is located, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

I. Any notices by Grantors to Grantee or by Grantee to Grantors pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to such party at the address stated in the caption of this Conservation Easement, or to such other address as either may establish in writing on notification to the other party.

J. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantee mails notice to Grantors of disapproval and the reason therefor.

TO HAVE AND TO HOLD unto the Land Preservation Trust, Inc., its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year first above written.

GRANTORS:

Patrick J. B. Donnelly (SEAL)
Patrick J. B. Donnelly

Melanie S. Donnelly (SEAL)
Melanie S. Donnelly

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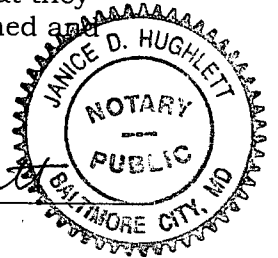
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STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 28th day of December, 1999, before me the subscriber, a Notary Public of the State of Maryland, personally appeared PATRICK J. B. DONNELLY and MELANIE S. DONNELLY, known to me (or satisfactorily proven) to be the Grantors of the foregoing Deed of Conservation Easement and acknowledge that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Janice D. Hughlett
Janice D. Hughlett
Notary Public



MY COMMISSION EXPIRES:
APRIL 1, 2001

My Commission Expires: April 1, 2001

ACCEPTED BY:

GRANTEE:

LAND PRESERVATION TRUST, INC.

By: Michael D. Hankin
Michael D. Hankin
Vice President

I HEREBY CERTIFY this deed was prepared by the undersigned, an attorney admitted to practice by the Court of Appeals of Maryland

Thomas L. Totten

AFTER RECORDING, RETURN TO:

Thomas L. Totten, Esquire
PIPER MARBURY RUDNICK & WOLFE, L.L.P.
Charles Center South
36 South Charles Street
Baltimore, Maryland 21201-3018

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JOINDER AND CONSENT OF MORTGAGEE

THE UNDERSIGNED, on behalf of BANK OF AMERICA, as Mortgagee under that certain mortgage dated August 1, 1978 recorded among the Land Records of Baltimore County, Maryland, at Liber 5917, folio 385, to the mortgage named therein from Patrick J. B. Donnelly and Melanie S. Donnelly, as Grantors, hereby joins in the execution of the foregoing Deed of Conservation Easement for the purposes of expressing consent thereto and of binding, subjecting and subordinating the aforesaid mortgage and the interest of the mortgage under such mortgage in the property described therein to the terms of such Deed of Conservation Easement.

WITNESS/ATTEST:

Diane Blanton

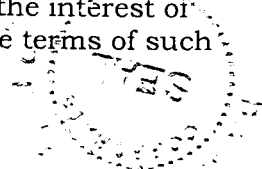
(SEAL) DIANE BLANTON, ASSISTANT SECRETARY

BANK OF AMERICA

By:

Judy Z. Carter

Name: JUDY Z. CARTER
Title: VICE PRESIDENT



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EXHIBIT A

LEGAL DESCRIPTION

BEGINNING for the same at a point on the northeast side of a right of way, 30 feet wide at the end of the second line of the land which by Deed dated February 15, 1950, and recorded among the Land Records of Baltimore County in Liber TBS No. 1812, folio 580, was conveyed by Mary Harrison Bolton, widow, et al. to J. William Hill, Jr. and wife, said point of beginning being in line with the center line of a 30 foot right of way which is the third line of the land in the Deed hereinabove referred to, and running thence, and binding on the center line of said 30 foot right of way last above referred to, with the use thereof in common, and on part of the third line of said land, south 45 degrees 47 minutes west 244.15 feet to the southwest outline of the property of H. Parker Matthai, et al., Surviving Trustees, etc., thence south 41 degrees 56 minutes 20 seconds east, binding along the southwesternmost outline of the property of the said H. Parker Matthai, et al., Surviving Trustees, etc., 512.29 feet, more or less, to intersect a line drawn south 38 degrees 47 minutes west from the end of the fourth line of a parcel of land first described in the Deed from R. Brent Keyser and wife to Charlotte Parker Matthai, et al., Trustees, dated December 2, 1957 and recorded among the aforesaid Land Records in Liber CLB No. 3270, folio 468, running thence north 38 degrees 47 minutes east, to and along said fourth line, 325 feet, more or less, to the end of said line and to the northeast side of the right of way, 30 feet wide, first herein mentioned, thence north 51 degrees 13 minutes west, binding along the northeast side of said last mentioned right of way, with the use thereof in common, 473.27 feet to the place of beginning. Containing 3.192 acres of land, more or less. Situate on the southwest side of Golf Course Road leading to Valley Road.

BEING the same lot of ground described in a Deed dated November 18, 1977 and recorded among the Land Records of Baltimore County in Liber EHK, JR No. 5829, folio 118, from Melanie Dugan Shriver and J. Paul Bright, Jr., Personal Representatives of the Estate of J. Nicholas Shriver, Jr., deceased to J. Paul Bright, Jr. and Thomas D. Washburne, Trustees of Marital Trust under Item 11 of Last Will of J. Nicholas Shriver, Jr., deceased and J. Paul Bright, Jr. and Thomas D. Washburne, Trustees of Residuary Trust under Item 13 of Last Will of J. Nicholas Shriver, Jr., deceased.

BEING, ALSO, the same lot of ground described in a Deed dated December 27, 1976 and recorded among the Land Records of Baltimore County in Liber EHK, JR. No. 5712, folio 518 from J. Nicholas Shriver, Jr. and Melanie Dugan Shriver, his wife to J. Nicholas Shriver, Jr. and Melanie Dugan Shriver. The said J. Nicholas Shriver, Jr. departed this life on or about February 8, 1977.

BEING ALSO, the same lot of ground and premises located in Baltimore County, Maryland, known as 3117 Golf Course Road, West, Owings Mills, and more fully described in a deed dated July 27, 1978 to Patrick J. B. Donnelly and Melanie W. Donnelly from Melanie Dugan Shriver, and J. Paul Bright, Jr. and Thomas D. Washburne, Trustees of Marital Trust under Item 11 of the Last Will and Testament of J. Nicholas Shriver, Jr. and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5917, folio 382.

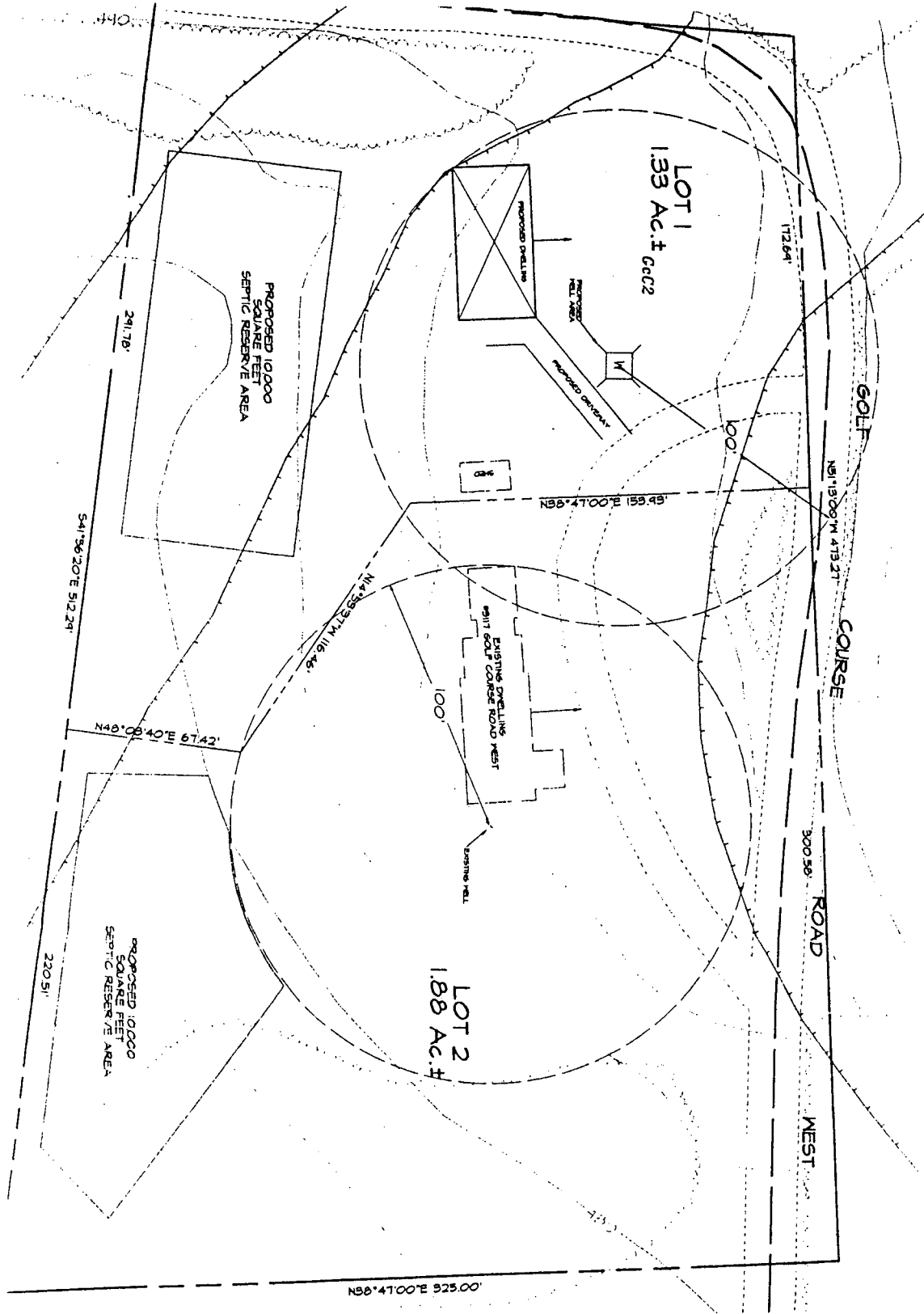
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EXHIBIT B

PLAN OF PROPERTY

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Plat Map

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EXHIBIT C

INVENTORY OF EXISTING STRUCTURES

One and one-half (1 ½) story brick and clapboard residential dwelling containing approximately 3,500 square feet of floor area, with attached two-car garage, port and ancillary workshop, tool and equipment shed.

Terraced gardens.

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EXHIBIT D

SUMMARY OF CONSERVATION VALUES

The following public open space conservation values are associated with the Property:

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the *Baltimore County Master Plan, 1989-2000* adopted in 1990 by the Baltimore County Planning Board.

The Property lies within the RC-2 Agricultural Zone. County goals for these areas include preserving agricultural and other resource conservation areas in Baltimore County which are important for present and potential production of food and other crops, economic diversity, maintenance of environmental quality, open space protection, cultural site protection, and general quality of life. In the Master Plan, the County reaffirmed its public policy to support the retention of a viable agricultural industry, and the protection of resource conservation areas.

2. Scenic Value. The easement will preserve the scenic vistas of and from the Property of the open spaces of the Green Spring Valley Golf Course to the west and of Green Spring Valley to the east.

3. Preservation of Wooded Areas: The easement will preserve the wooded areas located on the Property.

4. Protection of Watershed: The easement will protect the watershed in the RC-2 area from over development.

5. Maryland Environmental Trust Policy: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on May 2, 1988.

6. Future Zoning Changes: The easement will protect the Property from development notwithstanding any future change in zoning that might allow a more intensive use thereof and notwithstanding that the current zoning would allow up to two (2) lots on the Property, each improved with a principal dwelling.

7. Supports Other Preservation and Recreational Activity: The easement is adjacent to property in use as a golf course at the Greenspring Valley Golf Club.

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State of Maryland Land Instrument Intake Sheet
Baltimore City County: Baltimore

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)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

THE FD SURE & RECORDING FEE 2.00
TOTAL 20.00
REST BARS 22.00
Rcpt # 87902
SM IM Blk # 446
13, 2000 10:03 AM

4 Consideration and Tax Calculations
Consideration Amount
Purchase Price/Consideration \$
Any New Mortgage \$
Balance of Existing Mortgage \$
Other: \$
Other: \$
Full Cash Value \$
Finance Office Use Only
Transfer and Recordation Tax Consideration
Transfer Tax Consideration \$
X () % = \$
Less Exemption Amount - \$
Total Transfer Tax = \$
Recordation Tax Consideration \$
X () per \$500 = \$
TOTAL DUE \$

5 Fees
Amount of Fees Doc. 1 Doc. 2
Recording Charge \$
Surcharge \$
State Recordation Tax \$
State Transfer Tax \$
County Transfer Tax \$
Other \$
Other \$
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).
District 3
Property Tax ID No. (1)
Grantor Liber/Folio
Map
Parcel No.
Var. LOG (5)
Subdivision Name
Lot (3a) Block (3b) Sect/AR(3c)
Plat Ref. SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)
3117 Golf Course Road West, Owings Mills, MD 21117
Other Property Identifiers (if applicable)
Water Meter Account No.
Residential X or Non-Residential
Fee Simple or Grount Rent
Amount:
Partial Conveyance? X Yes No
Description/Amt. of SqFt/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Patrick J. B. Donnelly
Melanie S. Donnelly
Doc. 2 - Grantor(s) Name(s)
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Land Preservation Trust
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address
3117 Golf Course Road West, Owings Mills MD 21117

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Suzanne M. Kyhr, Paralegal
Firm: Piper Marbury Rudick & Wolfe LLP
Address: 6225 Smith Ave, Baltimore, MD 21209-3600
Phone: (410) 580-4425
Return to Contact Person
Hold for Pickup
Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
Assessment Use Only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assigned Property No.:

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TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date 7/13/00
Authorized Signature

Space Reserved for County Validation

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)