

NO RESERVED LOTS

**NOTICE TO TITLE EXAMINERS: THIS DEED OF EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND.**

File #: 03-02-03

THIS DEED OF EASEMENT made this 19<sup>th</sup> day of OCTOBER, 2009, by and between Franklin W. Foster and Mary Louise Foster, parties of the first part, Grantors, and the STATE OF MARYLAND, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation, party of the second part, Grantee, and containing covenants intended to be real covenants running with the land,

WITNESSETH:

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

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

WHEREAS, the Grantors own the hereinafter described tract(s) or parcel(s) of land (hereinafter referred to as "the land") and desires to sell an agricultural preservation easement to the Grantee to restrict the land to agricultural use.

NOW, THEREFORE, in consideration of the sum of Two Hundred Twenty One

Thousand Two Hundred Fifty Dollars (\$221,250.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors for themselves, their assigns, the survivor of them, the survivor's 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(s) or parcel(s) 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:

All those certain tract(s) or parcel(s) of land, situate, lying and being in Baltimore County, Maryland and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART  
HEREOF

BEING the same land which by Deed dated October 9, 2002 and recorded among the Land Records of Baltimore County in Liber 18901 folio 434, was granted and conveyed to Franklin W. Foster and Mary Louise Foster, the Grantors herein.

AND the Grantors covenant for and on behalf of themselves, their assigns, the survivor of them, the survivor's personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts set forth, it being the intention of the parties that the said land shall be preserved solely for agricultural use in accordance with the provisions of the Agriculture Article, Title 2, Subtitle 5, Annotated Code of Maryland, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the land and

are to be deemed and construed as real covenants running with the land.

I. PURPOSE

It is the purpose of this Easement to enable the land to remain in agricultural use for the production of food and fiber by preserving and protecting in perpetuity its agricultural value, character, use and utility, and to prevent any use or condition of the land that would impair or interfere with its agricultural value, character, use or utility, consistent with the intent of the Maryland General Assembly under Agriculture Article Title 2 Subtitle 5 of the Annotated Code of Maryland. To the extent that the preservation of open space of the land is consistent with such use, it is within the purpose of this easement to protect that open space.

II. COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the Reservations hereinafter contained, the Grantors for themselves, their assigns, the survivor of them, the survivor's personal representatives and assigns of the Grantor, covenants and agrees as follows:

A. Agricultural Use

1. Except as otherwise provided in this instrument, the land is restricted solely to agricultural use and may not be used for any commercial, industrial, or residential use or purpose, or for any use that temporarily or permanently impairs or interferes with the land's agricultural value, character, use or utility, unless prior approval is obtained from the Grantee.
2. No rights-of-way, easements, oil, gas or mineral leases, or other similar

servitude may be conveyed, or permitted to be established on the land for any commercial, industrial or residential use, without the Grantee's express written permission.

3. Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in the land subject to this deed of easement.
4. No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land; 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 land and the name and address of the occupant;
  - b. to advertise any home or ancillary occupations consistent with the purposes of this easement subject to the approval of the Grantee; and
  - c. to advertise the land's sale or rental, to forbid trespassing or hunting, to identify the land's protected status under this Deed of Easement, or to support a political candidate, all as further regulated by local laws.
5. No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the land, except that used in normal agricultural practices.
6. The land shall be managed in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; also, woodland shall be managed in accordance with sound

forestry practices; provided, however, the Grantors reserve the right to selectively cut or clear cut from time to time trees which will not alter the agricultural character of the land or diminish its productive capability.

7. 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 soils 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 the easement settlement date, and thereafter maintained on the land encumbered herein .

Exceptions may be considered by the Grantee on a case by case basis.

8. The Grantors shall acquire, implement, and maintain a Forest Stewardship Plan in accordance with the Management Practice Schedule of the Plan, if at any time the land contains 25 acres or more of contiguous forest.
9. During regular business hours, the Grantee or its authorized representative will have the right to enter on the land from time to time for the sole

purpose of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained, provided, however, that the Grantee will have no right to inspect the interior of any structures on the land, unless otherwise required by the terms of any subsequent agreements between the parties or their assigns hereto or approvals by the Grantee.

10. Upon sale or transfer of any interest in the land, including, but not limited to a leasehold interest, life estate, term of years, or remainder interest, the Grantors, their assigns, the survivor of them, the survivor's personal representatives and assigns shall notify the Grantee in writing of the name and address of the party receiving the interest in the land.

B. No Subdivision or Development Rights Transfer

1. The division, partition or subdivision ("division") of the land for any purpose, including off conveyance and boundary line adjustment, is prohibited, unless written approval has first been obtained from the Grantee. Notwithstanding the fact that the land subject to this Deed of Easement may comprise existing subdivided parts (whether separately described parcels or government assigned tax parcels or accounts), it is the intent of the Grantors and the Grantee that the total of the parts remains in common ownership. To that end, the Grantors may not sell, transfer, off convey, devise, give, bequeath, donate, or otherwise divide, any existing

or future subdivided part or parts separately from the total of the parts, whether voluntarily, involuntarily, or by reason of foreclosure or bankruptcy. However, the Grantee may approve a division of the total of the parts of the land and separate ownership of a part or parts of the land for reasons which the Grantee, in its sole discretion, deems sufficiently extraordinary to justify an exception to the prohibition against division. For purposes of this subparagraph, the terms, "divide" and "division" shall include the lease of any part or parts less than 100% of the total parts of the land for a term in excess of twenty (20) years.

2. Except as provided in Section IV herein, all development rights associated with the land are hereby extinguished. No development rights from the land may be transferred to another area, or to another person, or to a political subdivision, notwithstanding any prior agreement to the contrary; nor may the land be used for the purpose of calculating permissible lot yield of any other property. In addition, Grantors agree that they shall not be permitted to develop the within described property based on any existing, retained, or after acquired development rights, except for that which the Grantee has given approval in accordance with Section IV herein.

### III. RESERVATIONS IN THE GRANTOR

Provided that the Purpose of the Easement as specified under Section I is fulfilled, the

Grantors reserve the right to use the land for any farm use, and to carry on all normal farming practices, 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 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 land.

#### IV. LOT RELEASE WAIVER AND TENANT HOUSES

##### A. Lot Release Waiver

The Grantors, on behalf of themselves, their assigns, the survivor of them, the survivor's personal representative and assigns, hereby waive the right to release of any lot otherwise permitted under Agriculture Article Section 2-513, Annotated Code of Maryland..

##### B. Tenant Houses

1. Subject to the Grantee's approval and the provisions of COMAR Title 15 Subtitle 15, the Grantors, or their assigns in the fee ownership of the land (hereinafter referred to as the "landowner"), may construct housing for tenants fully engaged in operation of the farm, but this construction may not exceed one (1) tenant house per full 100 acres (for example, one (1) tenant house for 100-199 acres; two (2) tenant houses for 200-299 acres). The land on which a tenant house is constructed may not be subdivided or

conveyed to any person, nor may the tenant house be conveyed separately from the land, as governed by Section II.B.1. herein. The land under and surrounding the tenant house shall not be released from the Easement, it being understood that the tenant house is an accessory structure to the agricultural use of the farm and as such its use is intended to be consistent with the Purpose stated herein.

2. The Landowner shall make written application to the Grantee that
  - a. the landowner has signed;
  - b. contains a declaration that the tenant house is necessary for the operation of the farm and is only for the use of tenants fully engaged in operation of the farm;
  - c. is accompanied by evidence that demonstrates the need for a full-time tenant for the operation of the farm;
  - d. includes signed statements from the local agricultural land preservation advisory board that the tenant house is necessary for the operation of the farm and confirmation from the county planning and zoning department that the proposed tenant house appears to meet local zoning regulations;
  - e. includes a description of the land to be affected by both the tenant house and access to that tenant house, so as to gauge the impact that both will have on the agricultural operations of the farm;

- f. Includes a scaled plan for the tenant house, and accompanying outbuildings, including the square footage thereof; and
  - g. includes a map showing the location of the proposed tenant house.
3. For purposes of this subparagraph, the terms below are defined as follows:
- a. "Tenant" shall be defined as a natural person or persons fully engaged in operation of the farm, and who are not the landowner, and/or who do not have a financial interest in the landowner, including a shareholder interest, partnership interest or membership interest, full, limited, or otherwise.
  - b. "Tenant house" means an accessory structure in which the tenant resides consisting of no more than 2000 square feet, unless provided otherwise by the Foundation, calculated by first multiplying the exterior footprint of the portions of the structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the structure with one story, but excluding basements, attics, porches not used as a living space, garages, and unenclosed decks.

V. TERM

This easement shall be in perpetuity.

VI. BREACH

If the easement or any covenant, condition, limitation, restriction or other provisions

herein contained is violated or breached, the Grantee may after due notice to the Grantors, their assigns, the survivor of them, the survivor's personal representatives 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 (including, but not limited to, re-conveyance of title to land conveyed in violation of covenants herein); to recover damages; to impose civil penalties; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions or other provisions herein contained.

#### VII. MISCELLANEOUS PROVISIONS

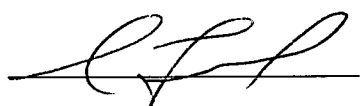
- A. If the Grantors have any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantors may submit a written request to the Grantee for consideration and approval of such use.
- B. This easement does not grant the public any right to access or any right of use of the above described land.
- C. Nothing herein contained shall relieve the Grantors, their assigns, the survivor of them or the survivor's personal representatives or assigns of the obligation to pay real estate taxes.
- D. As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.

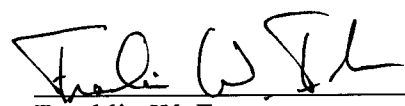
- E. The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- F. No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (1) any other such provision, or (2) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- G. Notwithstanding any provision herein to the contrary, the two (2) dwellings existing as of the date of this Deed of Easement may be used for any lawful purpose (e.g. for residential purposes), unless otherwise prohibited by local zoning.

AND the Grantors further covenants that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that the Grantors will warrant specially the property interest hereby conveyed; and that the Grantors will execute such further assurances of the same as may be required.

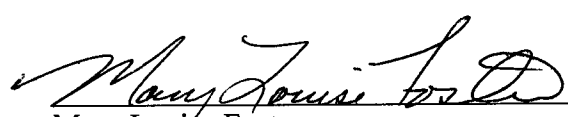
AS WITNESS the hands and seals of the Grantors.

WITNESS/ATTEST:



 (SEAL)  
Franklin W. Foster



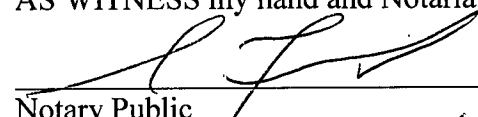
 (SEAL)  
Mary Louise Foster

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:


I HEREBY CERTIFY that, on this 19<sup>th</sup> day of October, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Franklin W. Foster and Mary Louise Foster, known to me (or satisfactorily proven) to be the Grantors whose names are subscribed to the within Deed of Easement and acknowledged that they executed the same for the purposes therein contained in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

**Storm G. Feigles**  
Notary Public  
Baltimore County, MD

  
Notary Public  
My Commission Expires: 6/2010

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

  
Nancy H. Russell-Forrester  
Maryland Assistant Attorney General

Rev. 03/16/09

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 28961, p. 0374, MSA\_CE62\_28816. Date available 12/15/2009. Printed 06/11/2019.

**EXHIBIT "A" - LEGAL DESCRIPTION**

All that piece or parcel of land situate, lying and being in the Fourth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same in or near the centerline of Bonita Avenue and in the western outlines of the firstly described parcel of land described in a deed dated September 27, 1974 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5481 folio 675 by and between Etelka H. Foster and Ambler H. Moss, Personal Representatives and Etelka H. Foster and running thence in or near the center of Bonita Avenue as this description is compiled from deeds and maps recorded, (1) North 03 degrees 03 minutes 41 seconds West 100.35 feet to a point intersecting the existing driveway, thence continuing to run in or near the center of Bonita Avenue, (2) North 03 degrees 03 minutes 41 seconds West 100.35 feet, thence leaving said avenue and running for lines that are parallel to and distant 100 feet in a northerly direction from said driveway, the seven following courses and distances, viz: (3) South 88 degrees 15 minutes 25 seconds East 206.32 feet, (4) South 49 degrees 48 minutes 00 seconds East 170.47 feet, (5) South 56 degrees 50 minutes 00 seconds East 265.86 feet, (6) South 60 degrees 11 minutes 00 seconds East 112.98 feet, (7) South 72 degrees 16 minutes 00 East 93.33 feet, (8) South 58 degrees 52 minutes 00 seconds East 139.61 feet, and (9) South 79 degrees 46 minutes 00 seconds East 7.41 feet, thence continuing to run (10) North 444.62 feet, (11) East 1,430.00 feet, (12) South 842.00 feet, (13) South 89 degrees 28 minutes 00 seconds West 1,202.00 feet, and (14) North 34 degrees 11 minutes 00 seconds West 250.00 feet, thence continuing to run for lines that are parallel to and distant 100 feet in a southerly direction from said driveway, the eight following courses and distances, viz: (15) South 89 degrees 05 minutes 00 seconds West 88.00 feet, (16) North 79 degrees 46 minutes 00 seconds West 80.00 feet, (17) North 58 degrees 52 minutes 00 seconds West 153.00 feet, (18) North 72 degrees 16 minutes 00 West 91.00 feet, (19) North 60 degrees 11 minutes 00 seconds West 140.00 feet, (20) North 56 degrees 50 minutes 00 seconds West 284.00 feet, and (21) North 49 degrees 48 minutes 00 seconds West 113.00 feet, and (22) North 88 degrees 15 minutes 25 seconds West 119.75 feet to the place of beginning.

0028961 376

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)

Space Reserved for Circuit Court Clerk Recording Validation

3404
Dec 11, 2009 11:42 am

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

4 Consideration and Tax Calculations
Consideration Amount
Purchase Price/Consideration \$ 224,250.00
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 \$
Agent: [Signature]
Tax Bill:
C.B. Credits:
Ag. Tax/Other:

5 Fees
Amount of Fees Doc. 1 Doc. 2
Recording Charge \$
Surcharge \$
State Recordation Tax \$
State Transfer Tax \$
County Transfer Tax \$
Other: EASEMENT \$
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 Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG
04-2400004295 18901/434 49 404 (5)
Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)
12501 BENITA AVENUE, REISTERTOWN MA 01184
Other Property Identifiers (if applicable) Water Meter Account No.
Residential [ ] or Non-Residential [X] Fee Simple [X] or Ground Rent [ ] Amount:
Partial Conveyance? [ ] Yes [ ] No Description/Amt. of SqFt/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Franklin W. Foster
Mary Louise Foster
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)
Doc. 2 - Grantor(s) Name(s)
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
THE STATE OF MD
MARYLAND AGRICULTURE AND
PRESERVATION FUND
New Owner's (Grantee) Mailing Address
Doc. 2 - Grantee(s) Name(s)

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: STERN FELICE
Firm: SPINART TALK
Address: 404 WASHINGTON AVENUE SUITE 900
TOWSON MD 21286 Phone: (410) 296-5388
Return to Contact Person [X]
Hold for Pickup [ ]
Return Address Provided [ ]

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
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.:
Year 20 20 Geo. Map Grid Sdb Block
Land Zoning Director of Budget and Finance Lot
Buildings Use BALTIMORE COUNTY, MARYLAND Occ. Cd.
Total Town Cd. Ex. Cd.
REMARKS: COUNTY TRANSFER TAX
Per: [Signature] Sec 33-139
RECORDATION TAX
Date: 12-11-09

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (5/2007)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 28961, p. 0376, MSA\_CE62\_28816, Date available 12/15/2009. Printed 06/11/2019.