

DGS FILE No. 03-04-02-06

THIS DEED OF EASEMENT made this 29th day of November, 2004, by and between The Upper Melinda Limited Partnership, a Maryland limited partnership, party of the first part, Grantor, 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,

SM 0406
Jan 26, 2005 09:34 am

WITNESSETH:

WHEREAS, Title 2 of Subtitle 5 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(3), Annotated Code of Maryland, the Grantee may purchase agricultural preservation easements to restrict land to agricultural use; and

WHEREAS, the Grantor owns the hereinafter described tract(s) or parcel(s) of land located in an agricultural preservation district established pursuant to Agriculture Article, Section 2-509, Annotated Code of Maryland, and desires to sell an agricultural preservation easement to the Grantee to restrict the land to agricultural use; and

WHEREAS, the Grantor acknowledges that as a recipient of federal funds Grantor is thereby enrolled in the Federal Farmland Protection Program and subject to

Federal provision set forth herein; and

WHEREAS, if any recipient of Federal Funds made under the Cooperative Agreement between the United States and the Maryland Department of Agriculture, Maryland Agricultural Land Preservation Foundation, materially fails to comply with the terms of the Cooperative Agreement, the United States reserves the right to wholly or partially recapture funds provided in accordance with 7 CFR Parts 1403, 3015 and 3016.

NOW, THEREFORE, in consideration of the sum of One Million Six Hundred Eighty Four Thousand Seven Hundred Fifty Dollars (\$1,684,750.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for the Grantor, the successors, personal representatives and assigns of the Grantor, does 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 that certain tract(s) or parcel(s) of land situate, lying and being in the Fourth Election District of Baltimore County, Maryland, and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART
HEREOF

BEING part of the same property which by the following Deeds,
was granted and conveyed to the The Upper Melinda Limited

Partnership, the Grantor herein:

- a) Deed dated November 23, 1994 and recorded among the Land Records of Baltimore County in Liber SM No. 18901 folio 416
- b) Deed dated December 19, 1996 and recorded among the Land Records of Baltimore County in Liber 18901 folio 423.

AND the Grantor covenants for and on behalf of Grantor, the personal representatives, successors and assigns of the Grantor, 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 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 Grantor for the Grantor, the heirs, personal representatives, successors and assigns of the Grantor, covenants and agrees as follows:
 - (1) (a) Except as otherwise provided in this instrument, the above described land is restricted solely to agricultural use and may not be used for any commercial, industrial, or residential use or purpose.
 - (b) The right to apply for 1 acre or less for the purpose of constructing a

dwelling house for the use of the Grantor's partners or the partners' children, as specified under Agriculture Article Section 2-513 (b) (2), *Maryland Annotated Code*, is hereby relinquished and extinguished.

- (c) [Intentionally deleted]
- (d) [Intentionally deleted]
- (e) [Intentionally deleted]
- (f) The within described property contains four existing dwellings. Grantor hereby relinquishes its right to exclude from the easement restrictions one acre or less surrounding each single dwelling house, which existed as of the date of this Deed of Easement, it being the Grantor's intent that the land on which the four existing dwellings lie may not be subdivided or conveyed to any person, nor may any of existing dwellings be conveyed separately from the original parcel described in Exhibit A herein, subject to the following:
 - (i) Grantor may continue to lease the four existing dwellings to any persons for residential purposes, unrelated to the operation of the farm.
 - (ii) Grantor may relocate the four existing dwellings on the parcel described in Exhibit A, subject to approval by the Grantee as to location, and provided that the existing dwelling location is returned to agricultural use.

(iii) Grantor may not construct any additional housing for tenants otherwise permitted under Agriculture Article Section 2-513, *Annotated Code of Maryland*.

- (g) 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 Grantor and the Grantee that the total of the parts remains in common ownership. To that end, the Grantor 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.

- (h) No development rights from the above described tract(s) or parcel(s) may be transferred to another area, or to another person, or to a political subdivision.
 - (i) [Intentionally deleted]
 - (j) No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the above described land for any commercial, industrial or residential use without the Grantee's express permission.
 - (k) Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in land subject to this deed of easement.
- (2) No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land herein described; provided, however, the Grantor reserves 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 occupations 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) No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the above described land; provided, however, the Grantor reserves the right to

dump any material which is for regular agricultural use.

The Grantor reserves the right to use the above described 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 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.

- B. And the parties, for themselves, their personal representatives, successors and assigns, further covenant and agree as follows:
- (1) The above described 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 Grantor reserves 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.
 - (2) As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent

with a conservation plan prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Deed of Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

- (3) In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

- (4) The Grantor shall implement a forest management plan demonstrating proper forest management techniques if 50% or more of the acreage contained in the property consists of woodland.
- (5) The Grantee and/or the United States or their authorized representative shall have the right, with reasonable notice, to enter on the above described 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 and/or the United States shall have no right to inspect the interior of any structures on the above described land.
- (6) If the easement or any covenant, condition, limitation or restriction herein contained is violated or breached, the Grantee may after due notice to the Grantor, the Grantor's personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction,

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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.

- (7) If the Grantor has any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantor may submit a written request to the Grantee for consideration and approval of such use.
- (8) This easement does not grant the public any right to access or any right of use of the above described land.
- (9) Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (10) This easement shall be in perpetuity. The Grantor hereby releases and remises any and all rights to repurchase or otherwise reacquire the rights herein conveyed including, but not limited to, the right to apply to have the easement released as provided by Agriculture Article Section 2-514, Annotated Code of Maryland, it being the intent of the Grantor that the within conveyance be in perpetuity.

AND the Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that

the Grantor will warrant specially the property interest hereby conveyed; and that the Grantor will execute such further assurances of the same as may be required.

Miscellaneous Provisions

- A. 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.
- B. 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.
- C. 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 (a) any other such provision, or (b) 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.
- D. Subject to the provisions of subparagraph A. (1) (f) hereinabove, the four (4) 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.

CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA

It is acknowledged by the parties that the Grantee has entered into a Cooperative Agreement with the United States of America, by and through the Commodity Credit Corporation (CCC) and the Natural Resources Conservation Service (NRCS) for the implementation of the Farmland Protection Program.

In the event that the Grantee fails to enforce any of the terms of this easement (or other interests in land), as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interest of this easement, not authorized under this Deed of Easement or Agriculture Article, Section 2-501, without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title and interest in this easement shall become vested in the United States of America.

CONSENT

Frank J. Hoen, Jr., attorney in fact for Etelka H. Foster, under a General Power of Attorney dated December 20, 1993, attached hereto as Exhibit B, hereby joins in this Deed of Easement solely to consent to the granting of this Deed of Easement by Etelka H. Foster, General Partner of the Grantor herein.

AS WITNESS the hand and seal of the Grantor.

WITNESS/ATTEST:

THE UPPER MELINDA LIMITED PARTNERSHIP

Bryant Conolly

By: T. Courtenay Jenkins, III (SEAL)
T. Courtenay Jenkins, III, General Partner

Roset G. Blue

By: Etelka H. Foster (SEAL)
Etelka H. Foster, General Partner

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By: Upper Melinda Corporation, a Texas Corporation, General Partner

Linda J. McCoy

By: F. Whittington Foster (SEAL)
F. Whittington Foster, President

Robert B. Blue

Frank J. Hoen, Jr. (SEAL)
Frank J. Hoen, Jr., attorney in fact
for Etelka H. Foster, General Partner,
under General Power of Attorney dated
December 20, 1993

STATE OF MARYLAND, COUNTY OF Carroll, To Wit:

I HEREBY CERTIFY that, on this 19th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared T. Courtenay Jenkins, III, who acknowledged himself to be General Partner of The Upper Melinda Limited Partnership, a Maryland limited partnership, and as such being authorized so to do, executed foregoing Deed of Easement for the purposes therein contained by signing the name of the limited partnership by himself as General Partner.

AS WITNESS my hand and Notarial Seal.

Stacy Ann Kendall
Notary Public
My Commission Expires: 11-2007

STATE OF MARYLAND, COUNTY OF Baltimore, To Wit:

I HEREBY CERTIFY that, on this 29th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Etelka H. Foster, who acknowledged herself to be a General Partner of The Upper Melinda Limited Partnership, a Maryland limited partnership, and as such being authorized so to do, executed foregoing Deed of Easement for the purposes therein contained by signing the name of the limited partnership by herself as General Partner.



AS WITNESS my hand and Notarial Seal.

Patricia A. Sielucki
Notary Public
My Commission Expires: 11-1-06

STATE OF MARYLAND, ~~COUNTY~~ ^{City} OF Baltimore, To Wit:

I HEREBY CERTIFY that, on this 19th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared F. Whittington Foster, who acknowledged himself to be President of Upper Melinda Corporation, a Texas Corporation, General Partner of The Upper Melinda Limited Partnership, a Maryland limited partnership, and as such being authorized so to do, executed foregoing Deed of Easement for the purposes therein contained by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.

Eileen C. Morales
Notary Public
My Commission Expires: My Commission Expires Feb. 1, 2006
EILEEN C. MORALES
NOTARY PUBLIC STATE OF MARYLAND

STATE OF MARYLAND, COUNTY OF Baltimore, To Wit:

I HEREBY CERTIFY that, on this 29th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frank J. Hoen, Jr., who acknowledged him/herself to be attorney in fact for Etelka H. Foster, under a General Power of Attorney dated December 20, 1993 and as such being authorized so to do, executed foregoing Deed of Easement for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Patricia A. Sielicki

Notary Public

My Commission Expires: 11-1-06

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Acceptance of Property Interest
by The Natural Resources Conservation Service

The Natural Resources Conservation Service, an agency of the United States Government hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

THE NATURAL RESOURCES CONSERVATION SERVICE UNITED STATES DEPARTMENT OF AGRICULTURE

By: [Signature]
Name: Thomas J. Heister
Title: MD FRPP Manager

STATE OF Maryland, COUNTY OF Anne Arundel, To Wit:

I HEREBY CERTIFY that, on this 17th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, appeared Thomas J. Heister, who acknowledged him/herself to be the MD FRPP Manager of The Natural Resources Conservation Service, United States Department of Agriculture, and that he, as such agent, being authorized to sign on behalf of the agency, executed the same for the purposes therein contained, by signing the name of the agency by himself, as MD FRPP Manager

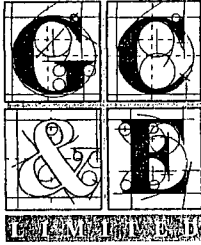
AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 4/1/07



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

[Signature]
Nancy H. Russell-Forrester
Assistant Attorney General



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October 27, 2004

EXHIBIT A

THE UPPER MELINDA LIMITED PARTNERSHIP EASEMENT PARCEL 1 291.356 ACRES OF LAND BALTIMORE COUNTY, MARYLAND

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 at a point in the center of Bonita Avenue and at the beginning of the third or North 57 degrees 45 minutes East 280 foot line of a parcel of land secondly 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 657 which was conveyed by Etelka H. Foster and Ambler H. Moss, Personal Representative to Etelka H. Foster and running thence and binding in the center of said Bonita Avenue and running with and binding on the said third line and on the fourth and fifth lines of said secondly described parcel of land, as now surveyed in 2004, and as the courses are now referred to the Baltimore County Grid Meridian, the three following courses and distances, viz: (1) North 48 degrees 48 minutes 34 seconds East 281.53 feet, (2) North 55 degrees 03 minutes 34 seconds East 300.00 feet, and (3) North 60 degrees 03 minutes 34 seconds East 174.17 feet, thence leaving said Bonita Avenue and running with and binding on the last line of said secondly described parcel of land, (4) South 72 degrees 19 minutes 34 seconds East 225.50 feet to a point at the beginning of the fourth or North 25 degrees 44 minutes East 50.18 foot line of the parcel of land firstly described in the aforesaid deed from Foster to Foster and running, thence and binding on said fourth line, (5) North 17 degrees 08 minutes 26 seconds East 50.18 feet to the end of said line and to a point in the center of a 30 foot road, thence binding in the center of said 30 foot road with the use in common with to property directly adjoining to the north and binding on the fifth, sixth, seventh and eighth lines of said firstly described parcel of land, the four following courses and distances, viz: (6) South 75 degrees 56 minutes 34 seconds East 1,593.96 feet, (7) North 60 degrees 03 minutes 53 seconds East 245.55 feet, (8) South 84 degrees 01 minutes 40 seconds East 153.75 feet, and (9) North 80 degrees 55 minutes 20 seconds East 229.20 feet to a point at the end of the sixth or South 23 degrees 45 minutes 15 seconds West 6.7 foot line of a 2.206 acre parcel of land described in a deed and agreement dated August 10, 1962 and recorded among the Land Records of Baltimore County in Liber S.M. No. 13673 folio 628 by and between Arthur D. Foster, Jr. and Etelka H. Foster, his wife, and Mercantile-Safe Deposit and Trust Company, Trustee, said point being distant, South 14 degrees 58 minutes 08 seconds West 6.70 feet, measured along said sixth line, from a pipe, heretofore set, at the beginning of said line, thence leaving the center of the aforesaid 30 foot road and running with and binding on the seventh, eighth, ninth and tenth lines of the last mentioned parcel of land in said deed and agreement and with the use thereof of said 2.206 acres parcel in common with others

entitled there to, the four following courses and distances, viz: (10) South 14 degrees 58 minutes 08 seconds West 35.19 feet, (11) South 71 degrees 38 minutes 39 seconds East 1,634.41 feet to the southeastern most corner of a two foot by two foot stone post there situate, (12) South 04 degrees 51 minutes 59 seconds East 47.01 feet, and (13) South 70 degrees 50 minutes 59 seconds East 18.44 feet to a point in Garrison Forest Road, thence binding in said Garrison Forest Road and binding on the property of the aforesaid Etelka H. Foster and also binding on the outline of the property of Henry H. Jenkins, (14) South 19 degrees 15 minutes 59 seconds West 414.99 feet, thence running in and crossing the bed of said Garrison Forest Road, (15) South 47 degrees 50 minutes 34 seconds East 6.64 feet to a point on the southeast side of said road and in the sixth or North 20 degrees 23 minutes 31 seconds East 157.01 foot line of a parcel of land, which by a deed dated January 25, 1996 and recorded among the Land Records of Baltimore County in Liber S.M. No. 11427 folio 29 was conveyed by Etelka H. Foster to Henry H. Jenkins and Anne Baetjer Jenkins, thence binding on the southeast side of said road and binding reversely on said sixth line and reversely on the fifth line of said parcel of land, the two following courses and distances, viz: (16) South 20 degrees 23 minutes 31 seconds West 154.41 feet, and (17) South 19 degrees 16 minutes 51 seconds West 343.26 feet, thence leaving the southeast side of said Garrison Forest Road and binding reversely on a part of the fourth line of said last mentioned parcel of land, (18) South 72 degrees 53 minutes 41 seconds East 13.05 feet to an iron pipe, heretofore set, at the end of the ninth or North 25 degrees 27 minutes East 123 foot line of a parcel of land, which by a deed dated July 31, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2178 folio 355 was conveyed by Arthur D. Foster, Jr. and Etelka Hoen Foster, his wife, to John W.S. Foster, Jr. and wife, thence binding reversely on said ninth line and reversely on a part of the eighth line of said parcel of land and running 20 feet, more or less, southeast of the center of Garrison Forest Road, the two following courses and distances, viz: (19) South 18 degrees 22 minutes 02 seconds West 123.00 feet, and (20) South 33 degrees 27 minutes 32 seconds West 169.25 feet, thence leaving said eighth line and binding on an easterly extension of the last or South 62 degrees 30 minutes East 194.60 foot line of a parcel of land, which by a deed dated July 8, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2735 folio 568 was conveyed by Arthur D. Foster, Jr. and Etelka H. Foster, his wife, to C. Albert Price and wife, (21) North 70 degrees 50 minutes 14 seconds West 12.07 feet to the center of said Garrison Forest Road and to the end of said last line, thence leaving said road and running and binding reversely on the last through twelfth lines of said last mentioned parcel of land, the eighteen following courses and distances, viz: (22) North 70 degrees 50 minutes 14 seconds West 194.60 feet to an iron pipe, heretofore set, (23) North 66 degrees 05 minutes 14 seconds West 582.04 feet to an iron pipe, heretofore set in a stream, (24) South 11 degrees 41 minutes 00 seconds West 67.43 feet, (25) South 51 degrees 49 minutes 00 seconds West 102.34 feet, (26) South 87 degrees 02 minutes 00 seconds West 69.70 feet, (27) South 16 degrees 18 minutes 00 seconds West 109.10 feet, (28) South 05 degrees 42 minutes 00 seconds West 91.40 feet, (29) South 49 degrees 31 minutes 00 seconds West 114.59 feet, (30) South 29 degrees 32 minutes 00 seconds West 106.22 feet, (31) South 29 degrees 32 minutes 00 seconds West 89.89 feet, to an iron pipe, heretofore set, in a stream, (32) South 15 degrees 03 minutes 50 seconds East 61.69 feet, (33) South 28 degrees 47 minutes 22 seconds West 102.48 feet to an iron pipe,

heretofore set, (34) South 11 degrees 11 minutes 46 seconds West 67.20 feet, (35) South 06 degrees 03 minutes 05 seconds West 134.16 feet, (36) South 36 degrees 58 minutes 46 seconds West 88.52 feet, (37) South 18 degrees 31 minutes 46 seconds West 77.35 feet to an iron pipe, heretofore set in a small stream, and (38) South 56 degrees 31 minutes 17 seconds East, passing over an iron bar and metal cap marked "Property Marker P. 3 - Gerhold, Cross & Etzel", at a distance of 542.36 feet, in all 928.35 feet to a point in or near the centerline of aforesaid Garrison Forest Road, thence continuing the same course, (39) South 56 degrees 31 minutes 17 seconds East 16.71 feet to a point on the east side of said road and in the North 39 degrees 00 minute 35 seconds East 200.22 foot line as shown and laid out on a plat titled "Dorset Hills" which plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 45 folio 68, thence binding reversely on a part of said line, (40) South 39 degrees 00 minute 35 seconds West 167.63 feet to the beginning of said line, the continuing the same course and binding on the east side of said Garrison Forest Road, (41) South 39 degrees 00 minute 35 seconds West 35.75 feet to intersect the seventh or South 75 degrees 50 minutes 30 seconds East 89.39 foot line of a parcel of land, which by a deed dated December 31, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4250 folio 614 was conveyed by Arthur D. Foster, Jr. and Etelka H. Foster, his wife, to Frances P. Matthai, thence binding reversely on a part of said seventh line), (42) North 81 degrees 51 minutes 30 seconds West 14.24 feet to the beginning thereof and to a point in the center of said Garrison Forest Road, thence binding in or near the center of said road and binding reversely on the sixth, fifth, fourth, third, and second lines of said last mentioned parcel of land, the five following courses and distances, viz: (43) South 24 degrees 44 minutes 00 seconds West 85.60 feet, (44) South 21 degrees 47 minutes 13 seconds West 64.76 feet, (45) South 19 degrees 01 minutes 40 seconds West 100.02 feet, (46) South 18 degrees 46 minutes 00 seconds West 50.05 feet, and (47) South 22 degrees 38 minutes 00 seconds West 50.00 feet to the beginning of the third or South 34 degrees 26 minutes West 40.20 foot line of a parcel of land, which by a deed dated October 30, 1956 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3045 folio 326 was conveyed by Arthur D. Foster, Jr. and Etelka H. Foster, his wife, to The Stiles Company, thence continuing to bind in or near the center of said road and running with and binding on the third, fourth, fifth, and sixth lines of said last mentioned parcel of land, the four following courses and distances, viz: (48) South 25 degrees 52 minutes 52 seconds West 40.20 feet, (49) South 36 degrees 34 minutes 52 seconds West 75.00 feet, (50) South 45 degrees 03 minutes 52 seconds West 100.00 feet, and (51) South 48 degrees 31 minutes 52 seconds West 188.40 feet to the beginning of the third or South 56 degrees 54 minutes West 122.29 foot line of a parcel of land secondly described in deed dated May 3, 1956 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2924 folio 569 was conveyed by Arthur D. Foster, Jr. and Etelka Hoen Foster to The Stiles Company, thence continuing to bind in or near the center of said Garrison Forest Road and running with and binding on said third line, (52) South 48 degrees 20 minutes 52 seconds West 122.29 feet, thence, still binding in or near the center of said road and running with and binding on the fourth line of the aforesaid second parcel land also on the third line of the first parcel of land in said last mentioned deed, one course and distance, viz: (53) South 41 degrees 57 minutes 52 seconds West 116.77 feet to intersect the second or North 63 degrees 19 minutes West 3,750.62 foot

line of the parcel of land firstly described in the aforesaid deed from Etelka H. Foster and Ambler H. Moss, Personal Representatives to Etelka H. Foster, said point being distant, North 71 degrees 52 minutes 08 seconds West 20.55 feet from an iron bar, heretofore set on the southeast side of said Garrison Forest Road and running thence from said point and running with and binding on a part of said second line, (54) North 71 degrees 52 minutes 08 seconds West and passing near and northeast of a series of 2 foot high iron pipes and passing over an iron pipe heretofore set at a distance of 3,245.90 feet, in all 3,259.75 feet to the end of said second line and to a point in or near the center of Bonita Avenue, thence running with and binding on a part of the third line of said last mentioned parcel of land and binding for a part in Bonita Avenue, (55) North 17 degrees 19 minutes 23 seconds East 557.57 feet to an iron pipe, heretofore set, southeast of said Bonita Avenue and at the beginning of the second or North 64 $\frac{1}{4}$ degrees West 1,282 foot line of a parcel of land thirdly 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 662 was conveyed by Etelka H. Foster and Ambler H. Moss, Personal Representatives to Etelka H. Foster, thence running with and binding on said second line, (56) North 72 degrees 50 minutes 13 seconds West, passing over a stone at a distance of 11.94 feet and crossing said Bonita Avenue and passing over a concrete monument, heretofore set, at distance of 67.63 feet and passing over a stone with a drill hole at a distance of 879.35 feet, in all 1,273.06 feet to a point on the northeast side of a concrete monument, heretofore set, on the southeast side of a stream, thence running with and binding on a part of the third line of said last mentioned parcel of land, (57) North 19 degrees 06 minutes 29 seconds East 979.27 feet to an iron pipe and cap marked "Property Marker P. 3", heretofore set at the end of the thirteenth or North 44 degrees 11 minutes 40 seconds West 361.13 foot line of a parcel of land, which by a deed dated September 9, 1958 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3412 folio 496 was conveyed by Arthur D. Foster, Jr. and Etelka H. Foster, his wife, to J. Clark Newsom and wife, thence binding reversely on the thirteenth through seventh lines of said parcel of land, the following seven courses and distances, viz: (58) South 54 degrees 07 minutes 50 seconds East 359.36 feet, (59) North 70 degrees 38 minutes 38 seconds East 112.00 feet, (60) South 36 degrees 30 minutes 22 seconds East 45.00 feet, (61) North 44 degrees 50 minutes 38 seconds East 210.00 feet, (62) North 64 degrees 06 minutes 38 seconds East 144.97 feet, (63) North 33 degrees 11 minutes 35 seconds East 163.02 feet, and (64) South 71 degrees 23 minutes 04 seconds East 59.25 feet to the center of said Bonita Avenue, thence binding in the center of Bonita Avenue and continuing to bind reversely on the sixth through second lines of the aforesaid parcel of land which was conveyed by Foster to Newsom, the five following lines, viz: (65) North 13 degrees 06 minutes 26 seconds East 299.14 feet, (66) Northerly by a non tangential line curving to the left and having a radius of 235.00 feet, for an arc distance of 190.47 feet (the chord of said arc bearing, North 10 degrees 13 minutes 56 seconds West 185.30 feet), (67) North 33 degrees 27 minutes 04 seconds West 77.46 feet, (68) Northerly by a line curving to the right and having a radius of 200.00 feet, for an arc distance of 289.95 feet (the chord of said arc bearing, North 08 degrees 04 minutes 55 seconds East 265.22 feet), and (69) North 49 degrees 36 minutes 56 seconds East 9.67 feet to the place of beginning.

Containing 323.001 Acres of land, more or less.

Note: The fourth and fifth lines of the above-described parcel of land run through an existing building.

Being all of three parcels of land, which by a deed dated December 19, 1996 and recorded among the Land Records of Baltimore County in Liber S.M. No. 18901 folio 423 were conveyed by Etelka H. Foster, widow to The Upper Melinda Limited Partnership.

And being part of that parcel of land, which deed dated November 23, 1994 and recorded among the Land Records of Baltimore County in Liber S.M. No. 18901 folio 416 was conveyed by Etelka H. Foster, widow to The Upper Melinda Limited Partnership.

Saving and excepting all that parcel of land, which by a dated October 9, 2002 and recorded among the Land Records of Baltimore County in Liber S.M. No. 18901 folio 434 was conveyed by Etelka Hoen Foster and The Upper Melinda Limited Partnership to Franklin W. Foster and Mary Louise Foster, his wife.
Containing 31.645 Acres of land, more or less.

Note: See easement therein for offsite water supply and a subject to clause – RE: Lease.

The net property hereby described being 291.356 Acres of land, more or less.
(323.001 Acres of land – 31.645 Acres of land)

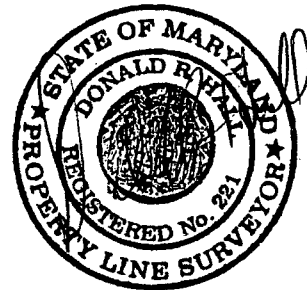


EXHIBIT B

GENERAL POWER OF ATTORNEY

I, ETELKA H. FOSTER, appoint my brother, FRANK J. HOEN, JR., or my nephew, F. WHITTINGTON FOSTER, my attorney. I ratify all that my attorney may lawfully do or cause to be done by virtue of this general power of attorney.

POWERS

I confer upon my attorney full power to administer my personal and business affairs and to deal with all of my property, whether standing in my name alone or in my name with any other person or persons. In order to illustrate and not to limit this general authority, I set forth some of the powers which my attorneys may exercise on my behalf, as follows:

1. RECEIVE PROPERTY. To receive all sums of money, dividends, interest, debts, gifts, legacies, and other property of any nature due to me.
2. DEPOSIT AND WITHDRAW FUNDS. To endorse and deposit in any account checks or other instruments payable to my order, and to sign and deliver checks or other orders for the withdrawal of funds from any account.
3. USE ASSETS FOR ME OR FOR OTHERS. To use any assets which my attorney in the liberal exercise of discretion consider appropriate for my support or health, or for the support, health or education of any child or descendant of mine or of any person who in fact is dependent on me. However, no attorney may use any assets in a manner which would discharge any legal obligation of the attorney.
4. ENTER SAFE DEPOSIT BOX. To enter any safe deposit box in my name alone or in my name with any other person or persons.
5. DEAL WITH PROPERTY. To retain, invest in, sell at public or private sale, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon or otherwise deal with or dispose of any real or personal property, regardless of its nature.
6. BORROW FUNDS OR MAKE LOANS. To borrow funds on my behalf from any party (including my attorney), or to make loans, upon whatever terms, periods of time, and security my attorney consider advisable.
7. VOTE SECURITIES. To vote securities in person or by

proxy and to enter into or participate in a voting trust or a shareholder's agreement.

8. REGISTER IN NOMINEE FORM. To register any property in the name of a nominee or in other form without disclosure of my interest.

9. DISPOSE OF CLAIMS. To pay, extend, renew, prosecute, defend, compromise or submit to arbitration all rights, obligations or claims which I may have against others or which others may have against me.

10. EXECUTE DOCUMENTS. To execute, acknowledge and deliver documents.

11. EMPLOY AGENTS. To employ brokers, investment counsel, custodians, realtors, accountants, attorneys, and other agents, and to delegate powers and discretions to any of them.

12. FILE TAX RETURNS AND PROSECUTE TAX CLAIMS. To file or join in filing any tax return and make all decisions related to it, and to prosecute on my behalf before any taxing authority or court any claim or suit for refund of taxes or for redetermination of tax deficiencies.

13. CARRY INSURANCE. To carry insurance against damage or loss to my property or against claims of other persons.

14. DEAL WITH LIFE INSURANCE POLICIES. To exercise any options, rights, or privileges contained in any life insurance policy, annuity, or endowment contract in which I have an interest. This includes the right to obtain the cash surrender value, convert any policy to any other type of policy, revoke any mode of settlement and select another, and pay any part or all of the premiums on any policy or contract.

15. APPLY FOR AND RECEIVE BENEFITS. To apply for and receive any government, retirement, employee welfare or other benefits to which I may be entitled, including Social Security benefits; and to exercise any right to elect benefit or payment options.

16. SATISFY CHARITABLE PLEDGES. To satisfy my written charitable pledges, whether or not they are supported by legal consideration.

17. CARRY ON BUSINESS. Without filing reports with any court, to continue, incorporate, enter into, or carry on in my behalf any business, whether as a stockholder, general or limited partner, or sole or joint owner, or otherwise; to invest whatever assets may be needed in the business; to employ agents to operate the business; to serve in any capacity with the business; to receive reasonable compensation for services, in addition to compensation for general services as my attorney; and to reorganize, liquidate, merge, consolidate, or transfer the business or any part of it.

18. GIFTS OF REAL AND PERSONAL PROPERTY. To convey, transfer, assign, give, or otherwise dispose of, prior to my death, any property, real or personal, tangible or intangible, for no consideration to my heirs and legatees and their issue.

19. CONSERVATION EASEMENTS. To convey real estate to the Maryland Environmental Trust, its successors or assigns, by Deeds of Conservation Easement.

20. DO ALL THINGS WITH FINAL AUTHORITY. To do all things which I would be able to do myself. All decisions made by my attorney in good faith are binding on all persons.

DURABILITY

This general power of attorney shall not be affected by lapse of time or by my disability or incapacity but shall continue in full force and effect during my disability or incapacity.

GUARDIAN OR CONSERVATOR

I request that no guardianship or conservatorship for the administration of my property be commenced if I am disabled or incapacitated. If for any reason a proceeding becomes necessary or advisable, I appoint my brother, FRANK J. HOEN, JR., or my nephew, F. WHITTINGTON FOSTER, to be my guardian or conservator. I excuse my guardian or conservator from giving bond.

21326-306

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 20 day of December, 1993.

WITNESS:

Patricia W. Melicki

Etelka H. Foster (SEAL)
Etelka H. Foster

For B. B. B.

STATE OF MARYLAND)
COUNTY OF Baltimore) SS:

I HEREBY CERTIFY that on this 20 day of December,
1993, before me, a Notary Public of the County and State
aforesaid, personally appeared ETELKA H. FOSTER, and acknowledged
this general power of attorney to be her act and deed.

WITNESS my hand and Notarial Seal.

Patricia W. Melicki
Notary Public

My Commission Expires: 11/1994