

Initial

KKT

LR - Government
Instrument 0.00
Agency Name: Baltimore
Compliance
Instrument List
Agent
Description: John
Goelet
Ref:

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

E-042
J.O. 248-217-002-0004
Item 1 CON-
Election Dist.: 05C03
Total: 0.00
02/03/2022 08:45
CC03-C6
15848304 CC0301 -
Baltimore
County/CC03.01.04 -
Register 04

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Conservation Easement") is made this 18th day of January, 2022 by and among JOHN GOELET, hereinafter referred to as the "Grantor,) and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, to the use of the Department of Planning on behalf of the Baltimore County Agricultural Land Preservation Advisory Board ("Agricultural Board"), hereinafter referred to as the "Grantee."

WITNESSETH

WHEREAS, pursuant to Article 24, Title 3 of the Baltimore County Code, 2015, as amended (the "Code"), Grantee is authorized to purchase or accept the donation of easements to restrict the use of land to promote agricultural land preservation; and

WHEREAS, the Grantor owns in fee simple a total of 23.37 acres, more or less, of certain real Property (the "Property") situate, lying and being in the Fifth Election and Third Councilmanic Districts of Baltimore County, Maryland, and more particularly described in Exhibit A, which is attached hereto. The Property was conveyed by Deed dated January 14, 2020 and recorded among the Land Records of Baltimore County at Liber 43041, folio 304, from Rachel B. Westerlund unto the Grantor.

WHEREAS, Grantor desires to convey an easement to the Grantee to restrict the entire Property to agricultural, scenic, or open space use, in perpetuity.

WHEREAS, Grantor and Grantee recognize the open space conservation value of the Property in its present state, as an agricultural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS, Grantor and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, historical, archeological, 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

NOW, THEREFORE, THIS DEED OF CONSERVATION EASEMENT, WITNESSETH, that for and in consideration of the sum of One Hundred Thirty Thousand Seven Hundred Nine Dollars and 00/100 (\$130,709.00), which equals \$5,593.03 per acre, the receipt of which is hereby acknowledged, the Grantor, his heirs, successors, personal representatives, and assigns, hereby unconditionally and irrevocably grants and conveys to Baltimore County, Maryland, as Grantee, its successors and assigns,

forever and in perpetuity an agricultural preservation easement, in, on, and over the Property, subject to the covenants, conditions, limitations and restrictions herein set forth.

To achieve these objectives, the parties agree as follows:

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 VIII and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantor, and his successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

It is the purpose of this Easement to: (1) enable the Property to remain in agricultural and forestry use for the production of food, fiber and other agricultural products; (2) preserve and protect in perpetuity its Conservation Values (Exhibit B); (3) maintain in perpetuity the open-space values of the Property; and (4) prevent any use or condition of the Property that would impair or interfere with its utility as agricultural and woodland while protecting streams and wetlands of the Property. The purpose is consistent with the intent of the Baltimore County Article 24 - Land Preservation of the Baltimore County Code and Section 170(h)(4)(A) of the IRC.

ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

A. General. This Article sets forth certain specific restrictions, requirements, prohibitions, and permitted activities, uses, and structures under this Easement. All manner of non-agricultural commercial, industrial, or residential use or purpose or any use that temporarily or permanently impairs or interferes with the Property's agricultural value, use or utility is prohibited. If the Grantor or his personal representatives and assigns have any doubts concerning a particular use or activity permissible under this Easement, the Grantor or his personal representatives and assigns may submit a written request to the Grantee for consideration and approval of such use prior to undertaking such use or activity.

B. Agricultural Uses and Activities. "Agriculture," "Agricultural" or "Agricultural Use" means any use of the Property which directly contributes to the production, conversion, processing, storage, or sale of agricultural products such as livestock, horses, poultry, crops, trees, shrubs, plants, other vegetation, and aquaculture. The Property may be used for any Agricultural Use, and to carry on all normal agricultural operations, including, but not limited to: (1) the operation at any time of any machinery used in farm production or the primary processing of any Agricultural products; (2) the right to conduct upon the Property any Agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health; (3) other operations directly relating to the processing, storage, or sale of farm, Agricultural, or woodland products generated on the Property; and (4) activities as approved by the Grantee for farm and forest related uses and home occupations.

C. Commercial Uses and Activities. "Commercial" means any use or activity conducted by Grantor or a third party for the purpose of generating revenue or other benefit. Commercial uses or activities are only permitted upon the Property if they are Agricultural Uses permitted by Grantee's regulations or as permitted in Article 24 Land Preservation of the Baltimore County Code.

D. Transferable, Cluster and other Development Rights. Grantor hereby grants to Grantee all transferable, cluster, or other development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property, or to any other property, nor used for the purpose of calculating permissible lot yields of the Property or any other property. In addition, Grantor agrees that he shall not be permitted to develop the Property based on any existing, retained, or after acquired development rights, except for that which the Grantee has given approval in accordance with Articles III and IV. The Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial, or industrial uses on another property.

E. Dumping, Placement or Storage of Materials. No materials may be disposed on the Property, including, but not limited to, ashes, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. Notwithstanding the previous sentence, Grantor may (1) place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for agricultural use if customarily and regularly done for that type of agricultural use as provided for in the Soil Conservation and Water Quality Plan; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding as provided for in the Soil Conservation and Water Quality Plan or by the Grantee whichever is most appropriate; and (3) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article III, subject to location approval by the County; and (4) place or store materials in the interior of permitted structures; provided, that these materials shall not be placed or stored on wetlands (as described in paragraph II.E), or within fifty (50) feet of any rivers, streams, creeks, or runs.

F. Excavation of Materials. The Property encumbered by this Easement includes all surface and subsurface rights. Excavation, dredging, mining, and removal of loam, gravel, soil, rock, sand, coal, petroleum, and other materials are prohibited except for the following activities: (1) for the purpose of combating erosion or flooding; (2) for Agriculture, silviculture, and wildlife habitat on the Property in accordance with the current Soil Conservation and Water Quality Plan; or (3) for the construction and/or maintenance of permitted structures, home sites, means of access in accordance with Article III.

G. Wetlands. No diking, draining, filling, dredging, or removal of any wetland or wetlands is permitted, except for the maintenance of drainage ditches for agricultural use if customarily and regularly done for that type of Agriculture use. "Wetland" or "wetlands" means portions of the Property defined by any County, State, or federal laws and delineated by the Grantee as a wetland or wetlands at the time of the proposed activity.

H. Conservation Practices. The Grantor shall manage the Property in accordance with sound agricultural, soil, and water conservation practices, in a manner which will foster soil and water resource protection.

I. Forest Management. Woodlands shall be managed in accordance with sound forestry practices and trees may be selectively or clear cut in a manner approved under applicable regulations and in accordance with an approved forest management plan that will consider multiple resource management objectives and assure protection of the soil and water resources. The Grantor shall have and implement a Forest Management Plan for the Property prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources within three (3) years of the date of this Conservation Easement or prior to any timber harvest, whichever comes first. Revisions to the "Forest Management

Plan,” including the schedule of implementation, may be made by Grantor and a licensed registered forester, as land use practices or management changes, however, Grantor shall be in full compliance with the Plan. Grantor shall provide a copy of the Plan and any revisions to the Grantee.

J. Soil Conservation and Water Quality Plan. Within one year of the date of this Conservation Easement, Grantor shall have a Soil Conservation and Water Quality Plan (the “SCWQ Plan”) prepared and approved by the Baltimore County Soil Conservation District. The objective of the SCWQ Plan shall be to ensure sustainable use and sound management of soil, water, air, plant, and animal resources on the Property and to reduce the impacts to water quality from agricultural practices. The SCWQ Plan shall include a combination of conservation practices and resource management for the treatment of all identified resource concerns for soil, water, air, plants, and animals that meets or exceeds the quality criteria in the USDA Natural Resource Conservation Service Field Office Technical Guide (“Guide”) for resource sustainability or any comparable provisions of any guide or regulations which may replace the Guide in the future or as it may be amended from time to time. The SCWQ Plan shall list soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. The SCWQ Plan shall be updated upon any change in type of Agricultural production being conducted on the Land or a minimum of every 10 years. Grantor and the local Soil Conservation District may make revisions to the Plan, including the schedule of implementation as land use practices or management changes; however, Grantor shall be in full compliance with the Plan. Grantor shall provide a copy of the Plan and any revisions to the Plan to Grantee.

K. Stream Buffers. The SCWQ Plan shall provide an average 35-foot non-disturbance buffer on all waterways as determined by the Baltimore County Soil Conservation District with exceptions as necessary for stream crossing, existing structures that encroach, and other extraordinary conditions as recognized in a current SCWQ Plan.

L. Signs and Billboards. No signs, billboards, or outdoor advertising displays may be erected, displayed, placed, or maintained on the Property except for signs not exceeding applicable Baltimore County Zoning Regulations may be displayed : (1) to state the name of the Property and the name and address of the occupant; (2) to advertise the Property’s sale or rental, to forbid trespassing or hunting, to mark boundary lines, to identify the Property’s protected status under this Easement, to identify stream buffer areas, or to support a political candidate; or (3) to advertise an activity permitted under this Conservation Easement including the sales of Agricultural products.

M. Rights of Third Parties to Use the Property. Grantor may not authorize or allow a third party to use the Property in a manner inconsistent with the terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas, or mineral lease or other right or interest in, on, or through the Property, may be conveyed or permitted to be established in, on, or through the Property, unless the right or interest is consistent with the terms of this Conservation Easement or benefits permitted uses or structures, including, but not limited to, a utility easement or access right of way.

N. Public Access. This Conservation Easement does not grant the public any right to access or any right of use of the Property.

O. Reserved Rights. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by Grantor or not prohibited by this Conservation Easement are considered to be consistent with the terms of this Conservation Easement and require no prior

notification or approval under this Conservation Easement. If Grantor have any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, Grantor may submit a written request to Grantee for consideration and approval of such use.

P. Reserved.

Q. County Approvals. Nothing in this Article II creates any right in Grantor to engage in any activity or undertake any construction on the Property without complying fully with all laws and administrative requirements related to the activity or construction on the Property, including zoning, subdivision, grading, storm water management, building, and all permitting. If any activity or construction permitted by this Article II is prohibited by any law, or if Grantor does not obtain any administrative approval or permission required to engage in the activity or construction, Grantor may not engage in the activity and the construction may not be undertaken by Grantor. Further, nothing in this Article II constitutes, or shall be deemed or implied as constituting approval, authorization, or consent by Grantee to any activity or construction on the Property, or waives any requirement of law or regulation.

ARTICLE III. CONSTRUCTION AND IMPROVEMENTS

No building, facility, means of access, or other structure shall be constructed on the Property after the date of this Conservation Easement, except Grantor shall have the following rights, subject to all applicable laws and regulations:

A. Principal Dwelling. The Grantor retains the right to construct an owner's house on the Property if one does not exist. The owner's house may not be subdivided or excluded from the Easement. Grantor shall submit the proposed location to Grantee for the review and approval with consideration of the recommendation of the Advisory Board. The location shall not be located on Class I, II, or III soils as indicated in the Baltimore County Soil Survey unless no other location is suitable and locating a lot on these soils will not significantly diminish the agricultural resources and value of the Property. The Grantee shall make a final determination of what constitutes "significant negative impact," however, the Grantee may not reject any reasonable location and must state its reasons for any rejection in writing to the Grantor. The Grantor may modify, enlarge, or alter the owner's house.

B. Tenant Building. To construct one or more tenant dwellings, subject to the approval of the Agricultural Board and the Department of Permits, Approvals and Inspections. The Agricultural Board shall make a final determination of the need and the location of tenant buildings. New tenant buildings except for those already existing or in the cases of seasonal farm labor, shall not exceed 2,500 square feet. The Grantor shall submit to the Agricultural Board for the review and approval of whether the agricultural operation and scale justify the need for a tenant farmer. A tenant dwelling shall not be located on Class I, II, or III soils as indicated in the Baltimore County Soil Survey unless no other location is suitable and locating a lot on these soils will not significantly diminish the agricultural resources and value of the Property.

C. Residential Accessory Buildings Permitted. To construct accessory structures designed, constructed, and utilized for the purpose of serving the existing dwelling (for example, garage, well house, and swimming pool), provided that if the structure has a footprint in excess of six hundred (600) square feet or exceeds a height of 15 feet or it is proposed to be outside of a two acre envelope surrounding the dwelling the right to construct the structure shall be subject to the determination of the

Agricultural Board that the structure will have minimum impact on the purposes for which the Conservation Easement was created.

D. Agricultural Buildings. To construct accessory structures designed, constructed, and utilized in connection with the agricultural and naturalistic uses of the Property.

E. Access. To construct and maintain reasonable means of access to all permitted uses and structures on the Property.

F. Non-commercial Utilities to Serve Structures on the Property. Utilities must be sized and designed to serve the structures upon the Property and shall not be installed to facilitate development, use, or activities on an adjacent or other property. Non-commercial renewable energy sources used to serve authorized structures on the Property (including but not limited to solar energy devices on a structure; geothermal heating and cooling systems, also known as a ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations) may be permitted with prior written approval of Grantee, which may condition its approval. Cellular towers are prohibited.

ARTICLE IV. DIVISIONS OR SUBDIVISIONS

A. Subdivision – General. Notwithstanding the fact that the land subject to this Conservation 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, 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.

ARTICLE V. ENFORCEMENT AND REMEDIES

A. Remedies. Upon any breach of the terms of this Conservation Easement by Grantor, Grantee may, after reasonable notice to Grantor, 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 Grantor is found to have breached any of the terms under this Conservation Easement, Grantor shall, in addition to any other remedies, reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce. No failure on the part of Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection. Grantee and its employees and agents have the right, with reasonable notice to Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor are complying with the terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE VI. ROAD AND UTILITY RIGHTS-OF-WAY

All of the parties signing below agree that the above language of this Conservation Easement, notwithstanding, the servitude created hereunder is subject to the right of Grantee, Baltimore County, Maryland, which is hereby granted, to enter the Property as necessary in the judgment of Baltimore County to maintain, preserve, enhance, and/or replace all road and/or municipal utility improvements between the center line of any such road and ten (10) feet beyond the edge of any road pavement and/or within fifty feet (50') of any bridges, crossings, culverts, and other drainage structures, existing as of the date of the signing of this Conservation Easement. Except in emergency situations, Baltimore County shall provide the Grantor with at least 48 hours prior notice of its intent to exercise such right of entry on any part of Grantor' property other than the road pavement. All of the parties signing below agree and declare that this right of Baltimore County, as applicable to those portions of the Property identified in this Article is not inconsistent with or in conflict with the previously stated purpose of this Conservation Easement.

ARTICLE VII. BASELINE DOCUMENTATION

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: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of four (4) pages.
- 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: Annotated aerial photograph of the Property With Labels is kept on file at the principal office of the Department of Planning and is fully and completely incorporated into this Easement as though attached hereto and made a part of this Conservation Easement.
- E. Exhibit E: Photo Point Index is attached hereto and made a part hereof. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map showing the approximate location of the Property is attached hereto and made a part hereof. Exhibit F 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 VIII. MISCELLANEOUS

A. Notification by Grantor of a Grant, Conveyance, or Other Transfer. Grantor shall notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed, or otherwise transferred at or prior to the time said transfer is consummated. Grantor 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 granted, conveyed, or otherwise transferred. Grantor shall provide a copy of this Conservation Easement to all subsequent Grantee of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on Grantor. In the event that any applicable State or federal law imposes affirmative obligations on owners of land which, if complied with by Grantor would be a violation of a term of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begin to comply; or (ii) if said law leaves to Grantor's discretion how to comply with said law, use the method most protective of the conservation values of the Property.

C. Notices to Grantee. Any notices by Grantor to Grantee pursuant to any term hereof shall be sent by registered or certified mail, return receipt requested, addressed to: Baltimore County, Maryland, Department of Planning, 105 W. Chesapeake Avenue, Towson, MD 21204 or to such other address as the Grantee may establish in writing on notification to Grantor.

D. Approval of Grantee. In any case where the terms of this Conservation Easement require the approval of Grantee, such approval shall be requested by written notice to Grantee. Such approval shall be deemed to have been given unless, within ninety (90) days after receipt of notice, the Grantee mails notice to Grantor of disapproval and the reason. Grantee will take into account the terms and purposes of this Conservation Easement in determining whether to give such approval, but its decision shall be final and in its sole discretion.

E. Assignment by Grantee and Effect of Dissolution of Grantee. So long as the County continues to hold title to this Conservation Easement, Grantee may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue 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 the Conservation Easement and rights of enforcement shall revert to Grantee. No assignment may be made by Grantee of its rights under this Conservation Easement unless the Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

F. Grantee Holds for Conservation Purposes. The Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. Mortgages and Deeds of Trust. Grantor and Grantee agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantee under this Conservation Easement.

Grantor has provided a copy of this Conservation Easement to all mortgagees, trustees, and/or beneficiaries of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee, trustee, and/or beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded in the land records at the time of recording of this Conservation Easement.

H. Construction. This Easement shall be construed to promote the purposes of the statutes creating and governing the Baltimore County Agricultural Land Preservation Program under Article 24 Land Preservation Baltimore County Code, and the Conservation Purpose, including Section 170(h)(4)(A) of the IRC. This Easement shall be interpreted under the laws of Baltimore County, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose. This Easement is permitted to be amended in accordance with Article VIII. I below. Any application of the Land Preservation Article of the Baltimore County Code or the Grantee regulations to this Easement shall be applied as those laws and regulations are amended from time to time, unless this Easement or the amended law or regulation specifically state otherwise. The common law of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to the interpretations of this Easement or to disputes between the parties concerning the meaning of particular provisions of this Easement.

I. Amendment. Grantee and Grantor may amend this Easement to enhance the Property's Conservation Purposes or add real property subject to this Conservation Easement by an amended, restated deed of conservation easement. Grantee have no obligation under this Conservation Easement to (1) agree to any amendment; or (2) consult or negotiate regarding any amendment. No amendment shall be made that would: (1) affect the perpetual duration of this Conservation Easement; (2) permit development, improvements, or uses prohibited by this Conservation Easement on its effective date; (3) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement; (4) reduce the protection of the Conservation Purposes; or (5) affect the status of Grantee as a "qualified organization" or "eligible donee." An amendment is subject to and dependent upon approval by the Baltimore County Council and must be executed and recorded in the County Land Records.

J. Effect of Laws and Other Restrictions on the Property. The terms of this Conservation Easement shall be in addition to any local, State, or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

K. Entire Agreement and Severability of the Terms. 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 term is found to be invalid, the remainder of the terms of this Conservation Easement, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

L. Successors. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his successors, and assigns and the above-named Grantee and its successors and assigns.

M. Recordation. Grantee shall record this instrument for the Grantee and Grantor in a timely fashion among the Land Records of Baltimore County, Maryland, and the Grantee may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

N. Real Property Taxes. Except to the extent provided for by State or local law, nothing herein contained shall relieve Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

O. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the terms of this Conservation Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set his hand and seal in the day and year above written.

WITNESS:

GRANTOR:

[Signature]

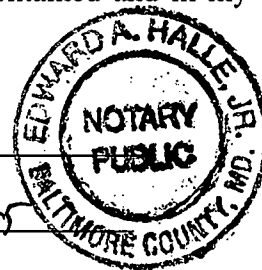
John Goelet
JOHN GOELET

STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of January, 2022, before me the subscriber, a Notary Public of the State aforesaid, personally appeared John Goelet, known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/19/25



WITNESS:

GRANTEE:

BALTIMORE COUNTY, MARYLAND

[Signature]

By

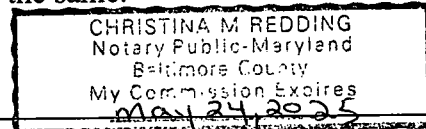
[Signature]
STACY L. RODGERS

County Administrative Officer

STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 18th day of January, 2022, before me the subscriber, a Notary Public of the State aforesaid, personally appeared STACY L. RODGERS known to me (or satisfactorily proven) to be the County Administrative Officer of Baltimore County, Maryland, a body corporate and politic, and acknowledged that she executed the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained, and being authorized so to do, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires: 5-24-2025

Title to the subject property will be verified at closing.

[Signature]

Susan Dubin Acting Chief
Real Estate Compliance

This is to certify that the within instrument was prepared under the supervision of the undersigned Deputy County Attorney who is an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]

Susan B Dubin, Deputy County Attorney

Deed of Conservation Easement
John Goelet
Boundary Description and Property Reference
Exhibit A
Page One of One

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at a stone marked No. 1 set at the beginning of a parcel of land which by a Deed dated February 16, 1972, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5250, folio 115, was conveyed by J. Henderson Dorsey and wife to Charles Mark Lott and wife and running thence with and binding on a part of the first line of said parcel of land, as the courses are referred to the magnetic meridian of 1974, North 26 degrees 03 minutes 40 seconds West 38.90 feet to a point in or near the center of Mt. Zion Road, thence leaving said outline and binding in the center of said road, the three following courses and distances, viz: South 45 degrees 51 minutes 13 seconds West 63.33 feet, South 39 degrees 51 minutes 13 seconds West 160 feet and South 38 degrees 09 minutes 13 seconds West 301.82 feet, thence leaving said road and running for lines of division the three following courses and distances, viz: South 26 degrees 45 minutes 20 seconds East 1174.11 feet to a pipe, South 28 degrees 10 minutes 20 seconds East 308.00 feet to a pipe, and South 27 degrees 20 minutes 40 seconds East 869.74 feet to a flint stone heretofore set at the beginning of the eleventh or North 27 degrees 08 minutes 11 seconds East 492.33 foot line of the aforesaid parcel of land which was conveyed by Dorsey to Lott and running thence with and binding on the eleventh and last lines of said parcel of land, the two following courses and distances, viz: North 26 degrees 57 minutes 51 seconds East 492.33 feet to a stone marked No. 2 and North 25 degrees 03 minutes 40 seconds West 2232.90 feet to the place of beginning. Containing 23.37 acres of land, more or less.

FOR INFORMATIONAL PURPOSES ONLY: The improvements thereon are known as No. 4323 Mount Zion Road.

Deed of Conservation Easement
John Goelet
Conservation Attributes
Exhibit B
Page One of Four

General Physical Description of the Property

The Property consists of approximately 13.6 acres of pasture and agricultural land, and 9 acres of woodlands. The property includes more than 400 feet of streams and 500 feet of frontage on Mount Zion Road which is a designated Baltimore County Scenic Route.

Conservation Attributes

1. Preservation of Open Space

a. Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit

The property contains approximately 500 feet of scenic road frontage on Mt. Zion Road. Mt. Zion Road is a designated Baltimore County Scenic Route. The Property is an integral part of the predominantly rural agricultural setting of the area. The Conservation Easement will provide the permanent protection of the scenic agricultural view along the aforementioned roads for the benefit of those traveling these public roads. (Source: Baltimore County my Neighborhood Interactive Map)

b. Pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit

i. Consistent with MET Policy

The scenic and government policy related conservation values of the Property described above are in furtherance of *The Conservation Easement Policies of the Maryland Environmental Trust* as adopted by MET on June 2, 1991 and most recently updated on September 12, 2016. MET exists pursuant to Subtitle 2 of the Natural Resources Article, to conserve natural and scenic qualities of Maryland's environment.

ii. Water Quality Protection

The Property contains approximately 400 linear feet of streams. The streams are protected by forested buffers. The buffer maintains water quality within the Piney Run sub-watershed, a tributary of the Loch Raven Reservoir. Loch Raven Reservoir is a major source of water supply for the Baltimore Metropolitan Area.

iii. Furthers the goals of Tax-Property Article § 8-209

The Property includes approximately 13.6 acres of agricultural land. The Property receives a reduced property tax assessment from the State of Maryland. "The General Assembly declares that it is in the general public interest of the State to encourage farming activities to: maintain a readily available source of food and dairy products close to the metropolitan areas of the state; encourage the preservation of open space as an amenity necessary for human welfare and happiness; and prevent the forced conversion of open space land to more intensive uses because of the economic pressures caused by the assessment of the land at rates or levels incompatible with its practical use for farming." (Md. Annotated Code Tax-Property Article § 8 – 209).

- iv. **Furtheres the goals of Senate Joint Resolution 10 (2002)**, which "established a statewide goal to triple the existing number of acres of productive agricultural land preserved by the Maryland Agricultural Land Preservation Foundation, GreenPrint, Rural Legacy, and local preservation programs by the year 2022."
- v. **Located in a Maryland Targeted Agricultural Area:**
Maryland has identified targeted areas for agricultural preservation efforts. The Goelet property is a Maryland Ag Print Priority A/B. Priority areas A/B are relatively unfragmented by development, have low vulnerability under zoning, and the maximum potential return on public investment. (source: Maryland Merlin interactive map)
- vi. **Consistent with the Baltimore County Master Plan:**
Protection of the Property through this Conservation Easement is consistent with and pursuant to natural resource policies of the *Baltimore County Master Plan*. The Property is located within a County-designated Agricultural Preservation Area. The Baltimore County Master Plan states that the County must "preserve its valuable cultural, historic, recreational, and environmental resources by limiting residential development." The Master Plan suggests "pursuing programs for permanent resource protection" as a way of attaining this goal. The proposed land use of the Property in the Baltimore County Master Plan 2010 is Agriculture/Open Space and Forest. The Property is within the Growth Tier 4-preservation and conservation areas which allows no major subdivisions on septic and is within the County's Upperco, Worthington, and Sparks Agriculture Priority Preservation Area. (Source: Baltimore County Master Plan 2010)
- vii. **Consistent with Local Zoning**
The Property is zoned Resource Conservation RC-2. The intent of this district is to "foster conditions favorable to a continued agricultural use of the productive agricultural areas of Baltimore County by preventing incompatible forms and degrees of urban uses." The goal of the RC-2 zoning classification is agriculture. Generally permitted uses include

agriculture and low density residential. (Source: *A Citizen's Guide to Planning and Zoning in Baltimore County*, January 2006)

viii. **Located in the Piney Run Rural Legacy Area:**

The Maryland Rural Legacy Program provides the focus and funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry and environmental protection through cooperative efforts among state and local governments and land trusts. To date the area has received \$31,668,426 from the State of Maryland to purchase easements in the area. An easement on the Goelet property protects the investment Maryland has made to preserve those properties. (Source: Maryland Rural Legacy Program)

ix. **In keeping with the goals of The Sustainable Growth and Agricultural Preservation Act of 2012 (Maryland Senate Bill 236):**

SB 236 limits the spread of septic systems on large-lot residential development to reduce the last unchecked major source of nitrogen pollution into the Chesapeake Bay and other waterways. If multiple additional homes were to be built on this property, they would be served by a private residential septic system in direct contraction to the goals of Senate Bill 236. (Source: Chapter 149 2012 Laws of Maryland)

x. **Consistent with Maryland efforts to meet the Total Maximum Daily Loads (TMDL's):**

Established by the U.S. Environmental Protection Agency (EPA) In 2010 the EPA set limits for the total amount of nutrient and sediment pollution that can enter the Chesapeake Bay, known as Total Maximum Daily Loads (TMDLs). Limiting additional septic systems reduces the nitrogen loads contributed by on-site septic systems. (Source: Maryland Department of the Environment, TMDL)

xi. **Enhances the Baltimore County's Watershed Implementation Plan, Phase II goals:**

EPA's TMDLs are implement by individual Counties through the adoption of Watershed Implementation Plans (WIPs). The Baltimore County WIP, Phase II has the goal of reducing the amount of nitrogen produced by septic systems by 36.4% reducing the annual load from 167,000 pounds to 106,137 pounds. Eliminating additional septic systems will eliminate any increase in the nitrogen loading associated with septic systems. Source: (Source: Baltimore County Phase II Watershed Implementation Plan, July 2, 2012 page 2-1)

xii. **Located in a designated Baltimore County Agricultural Priority Preservation Area:**

These areas are designated based on the agricultural capability of the soils

and the amount of preservation in the area (Source: Baltimore County My Neighborhood interactive GIS map)

2. Adjacent to Other Protected Lands

The Goelet farm is surrounded by currently protected properties. To the East of the property is the O'Donovan property protected by a MET donated easement. To the South is the King rural legacy easement. To the West is the Smith property subject to an easement donated to LPT. The property is in close proximity to dozens of MET, Rural Legacy, Maryland Agricultural Land Preservation Foundation (MALPF), and local land trust easements. It will contribute to an existing block of 20,000 contiguous acres (source: Baltimore County my neighborhood, Baltimore County Planning Office).

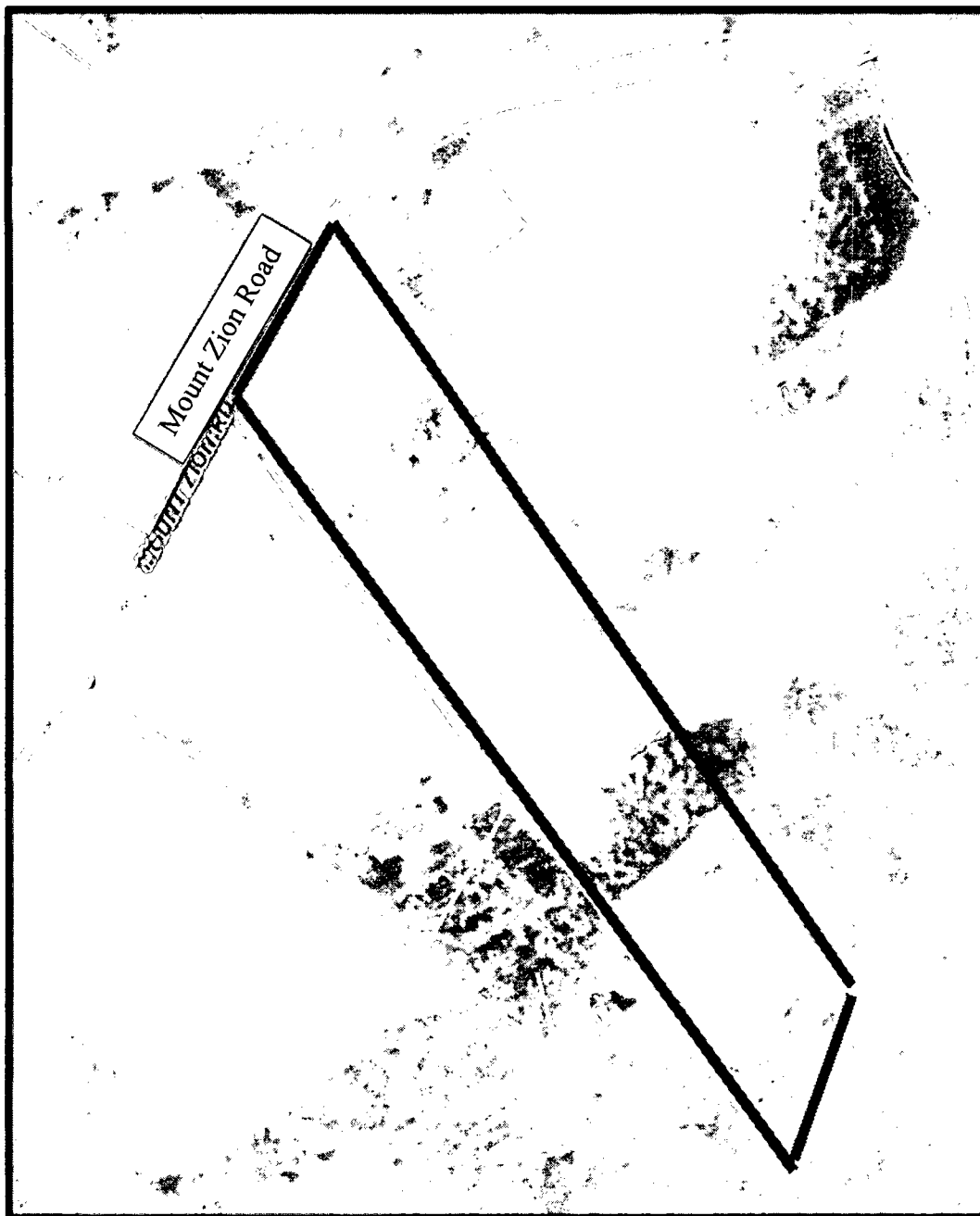
Deed of Conservation Easement
John Goelet
Inventory of Existing Structures
Exhibit C
Page One of One

- Dwelling Unit with attached Garage
- Swimming Pool
- Barn
- Shed to the East of the Dwelling unit
- Shed to the West of the Dwelling unit

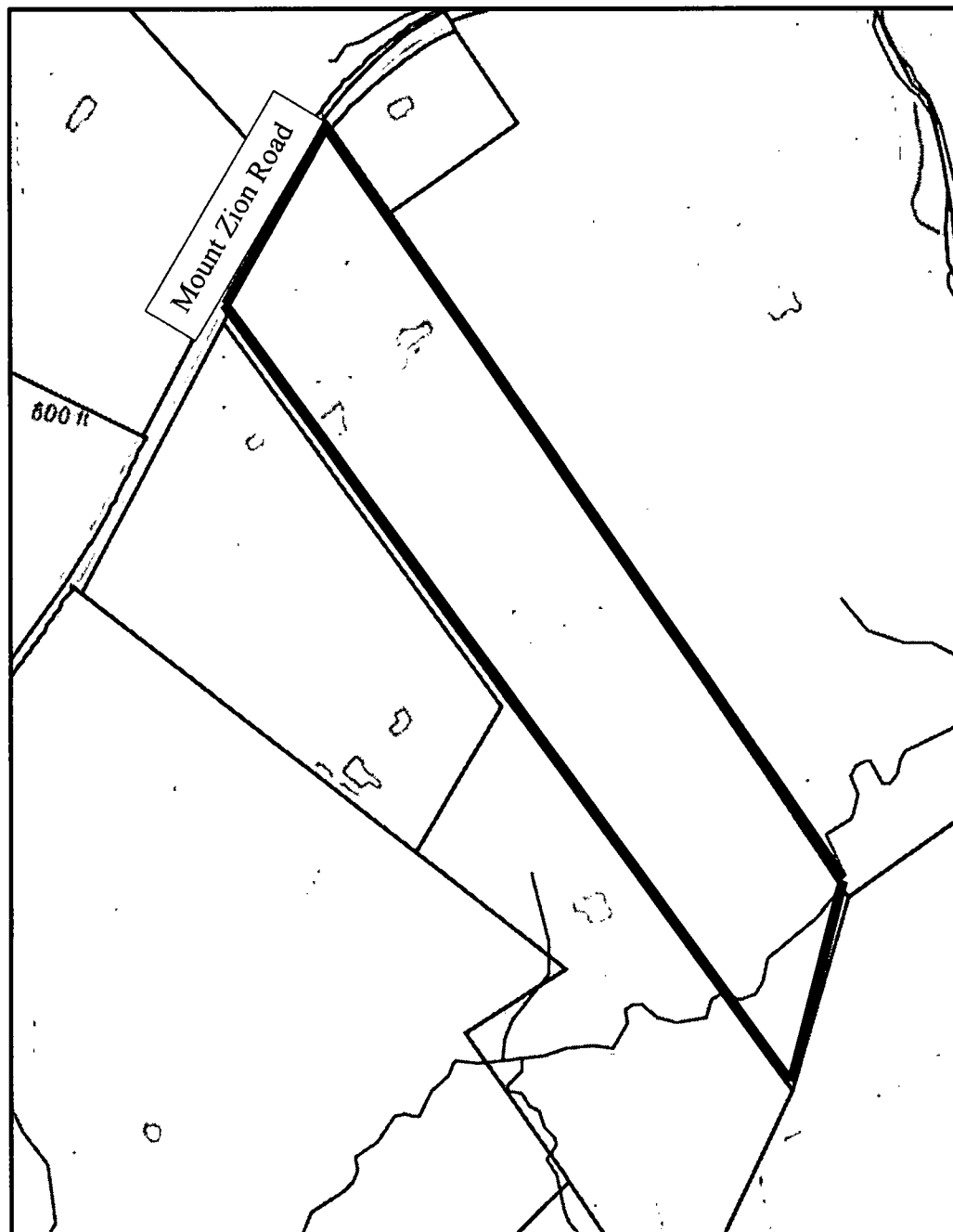
Deed of Conservation Easement
John Goelet
Color Digital Images of the Property
Exhibit D
Page One of One

<u>Image #</u>	<u>Picture Taken From</u>	<u>Image Description</u>
1-0285	Mount Zion Road	Entrance to Property
2-0286	Driveway	Front of dwelling unit
3-0287	Driveway	Front of dwelling unit and attached garage
4-0288	Driveway	Side view of garage
5-0289	Driveway	Shed to the east of the dwelling unit
6-0290	Rear yard	View facing S across meadows
7-0291	Rear yard	Swimming pool and rear of dwelling unit
8-0292	Side yard	View of side of dwelling unit, including entrance to basement level entrance
9-0293	Side yard	Shed and barn to the west of the dwelling unit
10-0294	Side yard	Side view of dwelling unit
11-0295	Road adjacent to the western property boundary	View across the fields facing S/E
12-0296	Road adjacent to the western property boundary	View across fields facing E
13-0297	Road adjacent to the western property boundary	View across southernmost field facing S
14-0298	Road adjacent to the western property boundary	View across fields facing N

Deed of Conservation Easement
John Goelet
Annotated Aerial Photo
Exhibit E
Page One of One



Deed of Conservation Easement
John Goelet
Tax Map Showing Approximate Location of Property
Exhibit F
Page One of One



Deed of Conservation Easement
John Goelet Grantor
Baltimore County Maryland, the Land Preservation Trust, Inc., Grantees

BASELINE DOCUMENTATION REPORT

EXHIBIT A	Boundary Description and Property Reference
EXHIBIT B	Conservation Attributes
EXHIBIT C	Inventory of Existing Structures
EXHIBIT D	Color Digital Images of the Property
EXHIBIT E	Annotated Aerial Photo
EXHIBIT F	Tax Map Showing Approximate Location of Property

Edw. J.

r-8

E - 042

J.O. 248-217-002-0004

Item 1 (C)

Election Dist.: 05c03

THIS CONTRACT OF SALE is made this 15th day of November, 2021, by and between JOHN GOELET hereinafter referred to as the "Seller," and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as the "Buyer".

WITNESSETH, that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former, all of the development rights of the Seller in and to the parcel of land situate, lying and being in the Fifth Election and Third Councilmanic Districts of Baltimore County, State of Maryland, and being more particularly described as follows, that is to say:

BEING a perpetual conservation easement containing a total of 23.37 acres, more or less, as more particularly described in the attached Exhibit A, which is incorporated herein (hereinafter referred to as the "Property").

FOR TITLE: See Deed dated January 14, 2020 and recorded among the Land Records of Baltimore County in Liber No. 43041, folio 304, from Rachel B. Westerlund unto the Seller herein.

AT AND FOR THE PRICE of One Hundred Thirty Thousand Seven Hundred Nine Dollars and 00/100 Cents (\$130,709.00), which equals Five Thousand Five Hundred Ninety-Three Dollars and 03/100 Cents (\$5,593.03) per acre, the sufficiency of which is hereby acknowledged.

The parties hereto agree that this Contract of Sale is contingent upon the approval of the Baltimore County Executive or his designee and the Baltimore County Council on or before December 31, 2021. Notwithstanding any date in this Contract of Sale, this Contract of Sale shall be effective when approved by the County Executive and the County Council, and executed by all parties (the "Effective Date"). In the event that this Contract of Sale is not approved by the Baltimore County Executive and the Baltimore County Council by December 31, 2021, this Contract of Sale shall become null and void without either party having further liability or obligation to the other. Closing shall be on or before one hundred eighty (180) days after this Contract of Sale is approved by the Baltimore County Executive, or his designee, and the Baltimore County Council (hereinafter "Closing"). The unit, agency or office responsible for closing these transactions on behalf of the Buyer and/or County Administrative Officer shall have the right to extend the date of Closing for a period not to exceed ninety (90) days. Any future extensions shall be granted solely upon the mutual consent and approval of the Seller and the Baltimore County Administrative Officer.

The Seller, in addition to relinquishing his/her development rights in the Property, further agrees to execute a Deed of Conservation Easement to the Buyer that shall be substantially in the same form and content as is attached hereto as Exhibit B and incorporated by reference herein. Upon payment of the purchase price, the Seller shall execute and deliver the Deed of Conservation

Easement to the Buyer. The Deed of Conservation Easement shall contain language stating that it is the intention of the parties that the Property shall be preserved for agricultural and open space use, as defined in accordance with the provisions of Article 24 of the Baltimore County Code, 2015, as amended, and that such language shall be construed to be a covenant running with the land and that the easement shall be in perpetuity.

This Contract of Sale is expressly contingent upon the following additional terms and conditions:

A. A Deed of Conservation Easement, which shall convey the conservation easement to the Buyer, shall be prepared at the expense of the Buyer for execution and delivery by Seller upon payment of the purchase price.

B. The Seller agrees to inform the Buyer of any and all existing leases, to terminate any existing leases, recorded or unrecorded that are in contradiction to the terms of the attached Deed of Conservation Easement and to refund all security deposits for any terminated leases that are not permitted under the terms of the attached Deed of Conservation Easement.

C. It is further agreed that the consideration recited herein entails a complete payment for the conservation easement and that Baltimore County, Maryland, shall not be liable for any claims, demands or other actions at law regarding same.

D. Buyer acknowledges that this transaction is exempt from the payment of any local, State or agricultural transfer tax. Personal property tax, if any, shall be paid by the Seller on the date of Closing.

E. The Seller and Buyer each warrant and represent to the other that they have not used the services of any broker, agent, or finder who would be entitled to a commission on account of this Contract of Sale or the consummation of the transactions contemplated hereby and agree to defend, indemnify, and save the other harmless from any commission or fee which may be payable to any broker, agent, or finder with whom the indemnifying party has dealt in connection with this Contract of Sale.

F. Buyer and Seller agree that any accumulated trash will be removed by the Seller at the Seller's expense prior to settlement.

G. As material inducement to the Buyer to enter into this Contract of Sale and to close hereunder, the Seller hereby makes the following representations and warranties to and with the Buyer, all of which shall, as a condition precedent to settlement, remain true and correct as of the date of Closing:

1. The execution and delivery of this Contract of Sale and the consummation of the transactions provided for herein will not result in a breach of any of the terms and provisions of, or constitute a default under, any contract or agreement to which the Seller is a party or by which he/she is bound, or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation.

2. There is no litigation or claim of any nature whatsoever pending or threatened against the Seller, and the Seller does not know or have reasonable grounds to know of any basis for any such action.

3. The Seller warrants that he has the legal authority to enter into this Contract of Sale and to execute the Deed cited herein and to convey the real property interests to the Buyer as required by this Contract of Sale.

H. The Seller agrees to hold harmless the Buyer from and against any and all losses, liability, damage, or expense arising out of any claim, demands, penalties, fines, taxes, litigation or other losses resulting directly or indirectly from the assertion against the Seller of the Property of claims by Federal, State, or County governments, or any business entity, person or persons, arising before the date of Closing, and not fully described herein, or not expressly excepted by the provisions hereof.

I. Failure of the Buyer to insist, in any one or more instances, upon strict performance of any of the terms and/or conditions of this Contract of Sale, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such rights under any covenants, terms, conditions, or options, but rather the same shall continue and remain in full force and effect, unless otherwise expressed in writing and signed by the Buyer. Actual receipt and/or acceptance by the Buyer of the conservation easement with the knowledge of a breach of any covenant, condition, contract or other right herein, shall not be deemed a waiver of such breach.

J. Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract of Sale and acknowledge that failure to do so constitutes a breach hereof. If either party fails to make full settlement, the non-defaulting party shall be entitled to pursue such rights and remedies as may be available, including, without limitation, an action for specific performance of this Contract of Sale and/or monetary damages.

K. The Seller agrees to properly execute and deliver all such other instruments and take all such other action as the Buyer may reasonably require from time to time in order to vest and confirm in the Buyer all provisions of the Deed of Conservation Easement and to effectuate the transactions provided herein.

L. No changes, amendments, or modifications to this Contract of Sale will be considered valid or binding, unless mutually agreed to, in writing, and signed by all parties to this Contract of Sale.

M. All notices required under this Contract of Sale, shall be deemed duly served if sent by one party to the other party, by registered or certified mail, return receipt requested, postage paid. An electronic or facsimile transmittal of a signed acceptance, addendum, amendment or notice relating to this Contract of Sale received by facsimile transmission shall be deemed the equivalent of the original. This Contract of Sale may be executed in counterparts, each of which when considered together shall constitute the original. The addresses of the parties herein are, as

follows:

Seller: John Goelet
2126 Connecticut Ave. NW, Apt. 45
Washington D.C. 20008
Telephone Number: 443-854-4698

Buyer: Baltimore County Maryland
County Office Building, Room 127
111 West Chesapeake Avenue
Towson, Maryland 21204
Telephone Number: 410-887-3971

N. All parties mutually agree that the terms hereof shall be binding upon them, their agents, successors, and authorized assigns; it being expressly understood and agreed, however, that neither party may assign nor transfer this Contract of Sale, or the rights, duties and/or obligations hereunder, without the written consent of the other party, and also, that the terms, conditions, and provisions of this Contract of Sale shall survive the execution and delivery of the deed, and will not be merged therein.

O. Buyer and Seller, each on its own behalf, agree to provide upon request all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code.

P. Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of residential or commercial real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the Sellers are foreign. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), the Seller, by his execution of this Contract of Sale and signature below, represent that he is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations).

Q. Any interpretation of this Contract of Sale, terms, conditions or agreements stated herein, or construction thereof, or any litigation resulting from any provisions contained herein shall be pursuant to the laws of the State of Maryland and of no other state.

R. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

S. THIS CONTRACT OF SALE, INCLUDING EXHIBIT A AND THE DEED OF CONSERVATION EASEMENT, WHICH IS ATTACHED AS EXHIBIT B WITH ADDITIONAL EXHIBITS INCORPORATED PER ARTICLE VII OF THE DEED OF CONSERVATION EASEMENT, CONTAINS THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND NEITHER THEY NOR THEIR AGENTS SHALL

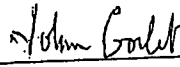
BE BOUND BY ANY TERMS, CONDITIONS, OR REPRESENTATIONS NOT HEREIN WRITTEN.

T. TIME IS OF THE ESSENCE WITH RESPECT TO THE PROVISIONS OF THIS CONTRACT OF SALE.

WITNESS:



SELLER:



Address 2126 CONNECTICUT Ave NW Apt 4
WASHINGTON DC 20008
 Telephone Number 1 917 833 0053

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESS:

BUYER:
BALTIMORE COUNTY, MARYLAND

[Signature]

By *[Signature]*
Stacy L. Rodgers
County Administrative Officer

Recommended for Approval:
Environmental Protection & Sustainability
Department of Planning mb

By *[Signature]*

Title to the subject property will be verified at Closing.
Real Estate Compliance

By *[Signature]*

OFFICE OF BUDGET AND FINANCE
Funds Available and Encumbered
Funds Certified On
Document ID #GAE00004326

[Signature]
Office of Budget & Finance
248-217-0002-0004 3000
\$130,709.00

DATE 9/15/21

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative
Official and/or Chairman of the County Council, as indicated)

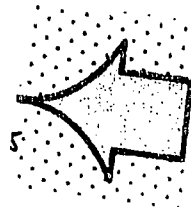
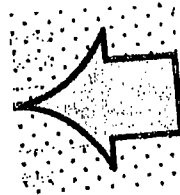
[Signature]
OFFICE OF THE COUNTY ATTORNEY

(*Approval of Form and Legal Sufficiency Does Not
Convey Approval Or Disapproval of the Substantive
Nature of This Transaction. Approval is Based Upon
Typeset Document-All Modifications Require Re-Approval)

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

INDEXED

DATE: 1-31-2022

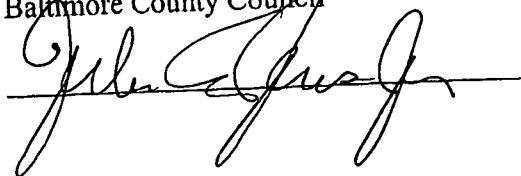


HERE

HERE

APPROVED:

Baltimore County Council

A handwritten signature in black ink, appearing to be "John J. ...", written over a horizontal line.

DATE

A handwritten date "11/16/21" in black ink, written over a horizontal line.

EXHIBIT 'A'DESCRIPTION EASEMENT AREA FOR EPR-014 - GOELET PROPERTY

POINT OF BEGINNING: Beginning for the same at the beginning of a parcel of land which by deed dated January 14, 2020, and recorded among the Land Records of Baltimore County in Liber J.L.E. No. 43041, folio 304, was conveyed by Rachel B. Westerlund to John Goelet and running thence with and binding on said first line, erroneously described as North 26 degrees 03 minutes 40 seconds West 38.90 feet as now corrected:

- 1) North 25 degrees 03 minutes 40 seconds West 38.90 feet to a point in or near the center of Mt. Zion Road, running thence binding in or near the centerline of said road and binding on all of the second, third and fourth lines of said deed the three following courses,
- 2) South 45 degrees 51 minutes 13 seconds West 63.33 feet,
- 3) South 39 degrees 51 minutes 13 seconds West 160.00 feet and
- 4) South 38 degrees 09 minutes 13 seconds West 301.82 feet, thence leaving said road binding on all of the fifth through ninth lines of said deed the five following courses,
- 5) South 26 degrees 45 minutes 20 seconds East 1174.11 feet,
- 6) South 28 degrees 10 minutes 20 seconds East 308.00 feet,
- 7) South 27 degrees 20 minutes 40 seconds East 869.74 feet,
- 8) North 26 degrees 57 minutes 51 seconds East 492.33 feet and
- 9) North 25 degrees 03 minutes 40 seconds West 2232.90 feet to the place of beginning.

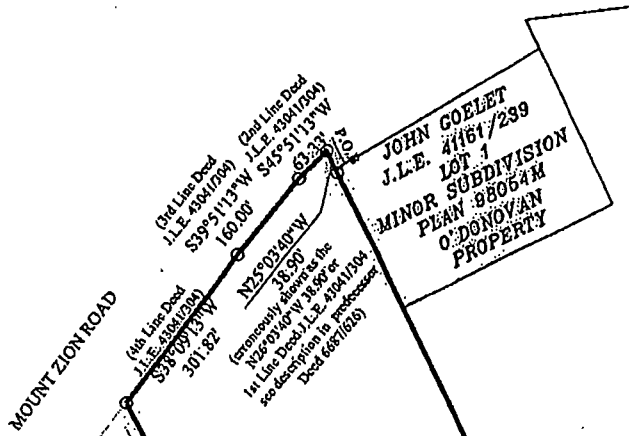
Containing 23.37 acres of land, more or less.

BEING the same Parcel of Land which by deed dated January 14, 2020, and recorded among the Land Records of Baltimore County in Liber J.L.E. No. 43041, folio 304, was conveyed by Rachel B. Westerlund to John Goelet.

Also being the same Parcel of land which by deed dated March 23, 1984, and recorded among the Land Records of Baltimore County in Liber No. E.H.K., JR. 6687 folio 626 was conveyed by William R. Hearst, Jr., and Austine Hearst, his wife to William M. Huddles and Deirdre D. Huddles

NOTE: THIS PLAT IS BASED ON TITLE DEED J.L.E.
43041/304 AND PREDECESSOR DEED S.M. 6687/626
AND DOES NOT REPRESENT A FIELD RUN SURVEY

"EXHIBIT"
DEED PLOT
GOELET
PROPERTY



ALEXANDRA C. SMITH
J.L.E. 85200/308
LOT 1
FINAL SUBDIVISION PLAT
OF
LOTT PROPERTY
E.H.K., JR 43/33

①
JOHN GOELET
J.L.E. 43041/304
MAP 26 GRID 019
PARCEL 183
EASEMENT AREA TO
BE ACQUIRED
23.37 ACRES +/-
#4323 MOUNT ZION
ROAD

ASCSAH S. O'DONOVAN
S.M. 13874/602
LOT 3
1ST REFINEMENT
MINOR SUBDIVISION PLAN
98054M
LOT LINE ADJUSTMENT
BETWEEN LOTS 2 & 3
O'DONOVAN PROPERTY

THOMAS S. COBURN
S.M. 21217/692
LOT 2
FINAL SUBDIVISION PLAT
OF
LOTT PROPERTY

Old Line Deed J.L.E. 4304/204
N28°51'51"E 457.23'

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46340 p.0289 MSA_CE_62_46197. Date available 2/4/2022. Printed 6/16/2026.

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)

XL#16958

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.)			
		☐ Deed of Trust	☐ Mortgage Lease	☒ Other Deed of Easement	☐ Other
2	Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☒ Not an Arms-Length Sale [9]
3	Tax Exemptions (if applicable)	Recordation			
	Cite or Explain Authority	State Transfer			
		County Transfer			

Space Reserved for Circuit Court Clerk Recording Validation

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration \$ 130,709.00		Transfer and Recordation Tax Consideration	
		Any New Mortgage \$		Transfer Tax Consideration \$	
		Balance of Existing Mortgage \$		X () % = \$	
		Other: \$		Less Exemption Amount - \$	
		Other: \$		Total Transfer Tax = \$	
		Full Cash Value: \$ 130,709.00		Recordation Tax Consideration \$	
				X () per \$500 = \$	
				TOTAL DUE \$	

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

6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map / Grid	Parcel No.	Var. LOG	
		5c3	1700003376	43041/00304	0026 / 19	0183	☐ (5)	
		Subdivision Name						Lot (3a)
		Block (3b)						Sect/AR (3c)
		Plat Ref.						SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		4323 Mt. Zion Rd., Upperco MD 21155						
		Other Property Identifiers (if applicable)						Water Meter Account No.
		23.37 AC SES MT ZIOON RD 3400 FT NE DOVER RD						
		Residential ☒ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:						
Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred: 23.37AC								
Conservation Easement								

7	Transferred From	Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)	
		John Goelet			
		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)		Doc. 2 – Grantee(s) Name(s)	
		Department of Planning on behalf of the Baltimore County Agriculture			
		Ba. Co., MD			
		New Owner's (Grantee) Mailing Address			
		N/A Historic Courthouse, Towson, MD 21204			

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		☒ Return to Contact Person
		Name: Real Estate Compliance, Brenda Reeder, Inter Office Mail Stop #1105, Rm. 127		☐ Hold for Pickup
		Firm Baltimore County, Maryland		☒ Return Address Provided
		Address: Towson, MD 21204 Phone: (410) 887-3284		

11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
		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	
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:	
Year	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. St.		
REMARKS:							
COUNTY TRANSFER TAX							
Per [Signature] ART 11 TITLE 3							
SUBTITLE 2, 11-3-202							
RECORDATION TAX							
Per [Signature] T.P. ART 12-108							
Date 01-20-22							

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 46340 p.0290 MSA CE 62 46197 Date available 2/14/2022 Printed 6/16/2026

Space Reserved for County Validation