

2024 West Street, Suite 102

Annapolis, MD 21401

Initial DS
RBMMMB

MD66018-SI

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NOTICE TO TITLE EXAMINERS: THIS DEED OF EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND. NO PORTION OF THE LAND ENCUMBERED BY THIS EASEMENT MAY BE CONVEYED APART FROM THE REMAINDER OF THE LAND ENCUMBERED BY THIS EASEMENT WITHOUT PRIOR WRITTEN GRANTEE APPROVAL.

Tax ID No. 04-0402067320

Lot Waiver

File #03-21-12

THIS DEED OF EASEMENT ("Easement") made as of the 31st day of May, 2022, by and between GRACEFIELDS, LLC and WESTWELL, LLC, (collectively, "Grantors"), parties of the first part and MIDATLANTIC FARM CREDIT, ACA, Deed of Trust Beneficiary, party of the second part, the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF AGRICULTURE on behalf of the MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION, ("Grantee"), party of the third part.

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

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

WHEREAS, the Grantee is a "qualified organization" within the meaning of Section 170(h)(3) of the United States Internal Revenue Code ("IRC"); and

WHEREAS, the Grantors own the hereinafter described tract or parcel of land (hereinafter referred to as "the Land"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the Land in its present state is agricultural and forest land that has not been subject to development and its significant conservation values are described in Exhibit B ("Conservation Values") attached hereto; and

WHEREAS, to further the preservation and conservation goals of the Grantee and in recognition of the Conservation Values, Grantors desire to grant the Easement to the Grantee to restrict the Land to agricultural use, and intend to make a charitable contribution to the Grantee of the difference between the fair market value of the Easement and the sales price to be paid by the Grantee; and

LR - Government
Instrument
Agency Name: GRACEFIELDS, LLC
Instrument List: Deed
Describe Other:
Ref:
Total: 0.00
06/27/2022 10:14
#16357486 CC0301 - CC03-L1
Baltimore
County/CC03.01.06 -
Register 06

**Agricultural Transfer Tax
Not Applicable**

Signature AL D. Reed Date 6/7/2022

WHEREAS, Grantee intends hereby to accept this Easement and to hold such Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the IRC. Grantee, its successors or assigns, are able to monitor and enforce such Easement; and

NOW, THEREFORE, in consideration of eight hundred and twelve thousand two hundred and forty-five dollars and no cents (\$812,245.00), of which three hundred and twenty-four thousand eight hundred and ninety-eight dollars and no cents (\$324,898.00) has been contributed by Baltimore County, and in consideration of the facts stated in the above recitals, and the covenants, conditions, limitations and restrictions hereinafter set forth, Grantors for themselves, their successors and assigns, unconditionally and irrevocably do grant and convey, to the State of Maryland, for the use of the Grantee, its successors and assigns, this Easement in, on and over the Land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, in perpetuity, so as to constitute an equitable servitude thereon, that is to say:

All that certain tract or parcel of land, situate, lying and being in Baltimore County, Maryland and being more particularly described on Exhibit A attached hereto and made a part hereof, containing 115.147 acres, more or less.

BEING all those acres of land as shown on the plat of survey entitled, "BOUNDARY SURVEY PLAT WITH MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION (MALPF) EASEMENT: 13401 LONGNECKER ROAD LANDS OF GRACEFIELDS, LLC AND WESTWELL, LLC", which plat is recorded among the Land Records of Baltimore County in Plat Book J.L.E. 1, page 485.

BEING the same land which by Deed dated October 1, 2020 and recorded among the Land Records of Baltimore County in Liber 43599, folio 337 and Deed dated December 15, 2020 and recorded among the Land Records of Baltimore County in Liber 44109. Folio 371, was granted and conveyed to Gracefields, LLC and Westwell, LLC, Grantors herein.

BEING also the same land which by Confirmatory Deed dated January 1, 2022 and recorded among the Land Records of Baltimore County in Liber 46645, folio 189, was granted and conveyed to Gracefields, LLC and Westwell, LLC, the Grantor herein.

AND the Grantors covenant for and on behalf of themselves, their successors and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the Land all and any of the various acts set forth, it being the intention of the parties that the Land shall be preserved solely for agricultural and forestry use in accordance with the provisions of the Agriculture Article, Title 2, Subtitle 5, Annotated Code of Maryland, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the Land and are to be deemed and construed as real covenants running with the Land, in perpetuity.

ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article IX, runs with the Land as an incorporeal interest in the Land, and, as provided in Article V below, is enforceable with respect to the Land by Grantee against Grantors, themselves, their successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

It is the purpose of this Easement to: (1) enable the Land to remain in agricultural and forestry use for the production of food and fiber; (2) preserve and protect in perpetuity its Conservation Values; and (3) prevent any use or condition of the Land that would impair or interfere with its utility as agricultural land and woodland. This purpose is consistent with the intent of the Maryland General Assembly under Agriculture Article Title 2 Subtitle 5 of the Annotated Code of Maryland.

Pursuant to and in compliance with the requirements of Section 170(h)(4)(A) of the IRC and Section 1.170A-14(d) of the Treasury Regulations, the agricultural preservation of the Land will protect open space pursuant to a clearly delineated State conservation policy which yields a significant public benefit. The Conservation Values meet the requirements of Section 170(h)(4)(A) of the IRC and Section 1.170A-14(d) of the Treasury Regulations. The Conservation Values are not likely to be adversely affected to any substantial extent by the continued use of the Land as authorized herein or by the use, maintenance or construction of those structures that exist on the Land or are permitted to be constructed thereon.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, 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 Land's agricultural value, use or utility is prohibited. If the Grantors or themselves, their successors and assigns have any doubts concerning a particular use or activity permissible under this Easement, the Grantors or themselves, their successors 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 Land which directly contributes to the production, conversion, processing, storage, or sale of agricultural products generated on the Land and/or management of

products such as livestock, horses, poultry, crops, trees, shrubs, plants, other vegetation, and aquaculture. The Land 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 Land 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 Land; and 4) activities as approved by the Foundation for farm and forest related uses and home occupations.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of generating revenue or other benefit. Commercial uses or activities are only permitted upon the Land if they are Agricultural Uses permitted by Grantee’s regulations, or as permitted under Title 2, Subtitle 5 of the Agriculture Article, Annotated Code of Maryland.

D. Structures and Dwellings. The Grantors may build structures for permitted Agricultural Uses and remodel, renovate, replace, enlarge and maintain existing structures. New dwellings, whether created by construction or the conversion of a non-residential structure, shall be prohibited except as follows:

1. There is one (1) existing dwelling that is identified on Exhibit C and located as shown on Exhibit H. The existing dwelling(s) may be remodeled, renovated, replaced, enlarged,

or maintained without the prior written approval of Grantee. Relocation of an existing dwelling is prohibited without Grantee's written approval, in accordance with Grantee's regulations.

2. The right to release of a lot otherwise permitted under Agriculture Article Section 2-513, Annotated Code of Maryland is hereby waived.

3. Upon a showing of current and compelling need and subject to Grantee's approval, a Tenant House, as defined by the regulations of the Grantee, may be constructed by the Grantors, or themselves, their successors and assigns, in accordance with the regulations of the Grantee, and subject to the following conditions:

a. The Grantee shall have approval over the size and location of the Tenant House and construction may not exceed one (1) Tenant House per full 100 acres of Land (for example, one (1) Tenant House for 100-199 acres; two (2) Tenant Houses for 200-299 acres), unless otherwise approved by the Grantee upon a showing of compelling need.

b. The Tenant House and the land on which it is constructed may not be subdivided or conveyed separately to any other person. The Tenant House is accessory to the Agricultural Use of the farm and, as such, its use is intended to be consistent with the Conservation Purpose stated herein.

4. Non-Commercial Utilities to Serve Structures on the Land. The following non-commercial utilities are permitted to serve permitted structures on the Land: satellite dishes, electric power, sanitary sewer connections, heat pumps, septic systems, water services, telephone

and communication systems. The size, location and configuration of utility facilities to be installed above the tillage line or upon the surface of the Land must be approved by the Grantee, which may condition its approval. Utilities must be sized and designed to serve the structures upon the Land 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 Land (including but not limited to solar energy devices on a structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Land 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.

E. Grants to Others Across and Upon the Land. Unless otherwise authorized by this Easement, no conveyances, oil, gas or mineral leases, or similar servitude, rights of way or easements for utilities or roadways or other restrictions, including other conservation easements such as forest easements and wetland easements, may be granted to any person or government agency in, on, over or under the Land subject to this Easement without the prior written approval of Grantee, which may condition its approval in accordance with its regulations.

F. Subdivision. 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, which may condition its approval in

accordance with its regulations. Notwithstanding the fact that the Land subject to this Easement may be comprised of existing subdivided parts (whether separately described parcels or government assigned tax parcels or accounts), it is the intent of the Grantors and the Grantee that the total of the parts remains in common ownership. The Grantors may not sell, transfer, off convey, devise, give, bequeath, donate, or otherwise divide, any existing or future subdivided part or parts separately from the total of the parts, whether voluntarily, involuntarily, or by reason of foreclosure or bankruptcy. However, the Grantee may approve a division of the total of the parts of the Land and separate ownership of a part or parts of the Land for an Agricultural purpose, which the Grantee, in its sole discretion, deems sufficiently extraordinary to justify an exception to the prohibition against division and in accordance with its regulations. 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.

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

H. Soil and Water. As determined by and approved by the local soil conservation district, the Land shall be managed in accordance with a Soil Conservation and Water Quality Plan (the "Plan"). The Plan shall be implemented to address existing and potential soil and water quality issues in order to promote the agricultural capability of the Land and to protect water quality. In addition to the requirements of the local conservation district, the Plan shall include sound agricultural soil and water conservation practices, an installation schedule and a maintenance program. The Plan shall be updated upon any change in type of Agricultural production being conducted on the Land or a minimum of every 10 years. Upon request, the Grantors agree to provide the Plan to Grantee, its successors or assigns, or permit the Plan to be provided to Grantee by the Soil Conservation District office.

I. Forest Management. Woodland shall be managed in accordance with sound forestry practices. If at any time the Land contains 25 (twenty-five) acres or more of contiguous forest, the Grantors shall acquire, implement, maintain, and update a Forest Stewardship Plan ("FSP") prepared by a licensed professional forester. The woodland shall be managed in accordance with the FSP, using sound forestry practices, with the right to harvest trees which may include selective cutting or clear cutting in a manner which will not diminish its productive capability. Upon request, the Grantors agree to provide the FSP to Grantee, its successors or assigns, or permit the FSP to be provided to Grantee by the forester.

J. Dumping. No ashes, debris, concrete, sawdust, bark, trash, rubbish, vehicle or any other material may be dumped on the Land, except material used in normal Agricultural practices. This Easement does not permit or require Grantee to become an operator or to control any use of the Land that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

K. Excavation; Surface and Subsurface Extraction. The Land encumbered by this Easement includes all surface and subsurface rights. By way of example and not limitation, these surface and subsurface rights include, all mining, drilling, and quarrying rights and all rights to excavate or remove subsurface oil, gas, sand, gravel, shale, limestone, crude petroleum, natural gas, clay, ceramic, fertilizer minerals and deep mined minerals, including bituminous coal. Grantors shall not sell, transfer, encumber, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the Land without the express written approval of the Grantee. Grantors shall not grant any rights of ways, easements, or rights of entry, or physically establish roadways across the Land for purposes of surface or subsurface excavation and mining, including drilling, on the Land or other lands. All manner of on-site surface excavation and mining, including drilling, is prohibited, except for customary Agricultural Uses consistent with the Plan required by Section H. of Article III. Off-site subsurface extraction may be permitted only if it originates outside a reasonable buffer from the Land's boundaries with the prior written approval of Grantee, and, if applicable, in accordance with Treasury Regulation 1.170A-

14(g)(4). In contemplating approval of off-site subsurface extraction, Grantee shall consider whether the impact to the Land and the Agricultural productivity will be limited and localized, or will be irretrievably destructive of Conservation Values. Grantee may impose conditions on its approval of subsurface extraction.

L. Boundaries. It is the Grantors' obligation to locate and clearly mark the boundaries of the Land before undertaking any actions that are restricted by this Easement in the vicinity of such boundary. Grantee has the right to require a survey of the Land or the relevant portion thereof, at the Grantors' cost, to determine if an activity complies with the terms of this Easement. In addition, Grantors shall regularly inspect the boundaries of the Land and use whatever means necessary to prevent encroachments or claims of adverse possession by others. The Grantors, themselves, their successors and assigns, shall have an affirmative duty to defend a lawsuit brought by third parties against the Grantors, themselves, their successors and assigns, disputing boundary lines or title or claiming title by adverse possession.

M. Signage. No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Land; provided, however, the Grantors reserve the right to erect signs not exceeding 4 feet x 4 feet for each of the following purposes:

1. to state the name of the Land and the name and address of the occupant;
2. to advertise any home or ancillary occupations consistent with the purposes of this Easement subject to the approval of the Grantee;
3. to advertise sales of Agricultural products consistent with the purposes of this

Easement; and

4. to advertise the Land's sale or rental, to forbid trespassing or hunting, to mark boundary lines, to identify the Land's protected status under this Easement, or to support a political candidate, all as further regulated by local laws.

ARTICLE IV. OTHER RETAINED RIGHTS

Subject to the provisions of this Easement, Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Land. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Land. All rights reserved by Grantors or activities not prohibited by this Easement shall be exercised so as to prevent or to minimize damage to the Conservation Values identified herein and water quality, air quality, land/soil stability and productivity, and the natural topographic and open space character of the Land.

ARTICLE V. ENFORCEMENT AND REMEDIES

A. Grantee, its successors and assigns, has the exclusive authority to enforce the Easement. This Easement is not a charitable trust and does not grant third-party standing to enforce the Easement's terms. Although this Easement will benefit the public in the ways recited above, this public benefit is incidental to the purpose of the Easement.

B. Grantee, its employees and agents shall have the right to enter the Land at reasonable times for the purpose of inspecting and surveying the Land to determine whether Grantors are complying with the provisions of this Easement. Grantors specifically grant permission to the

Grantee to photograph and record the Land, structures and activities being conducted upon the Land. Grantee shall provide prior notice to Grantors at the last known address, unless Grantee determines that immediate entry is required to prevent, terminate, or mitigate an alleged or actual violation of this Easement which poses a serious or potentially permanent threat to Conservation Values.

In the course of such inspection, Grantee may not inspect the interior of any structure. However, if Grantee has a reason to believe that a structure (for example, a barn) has been converted to a dwelling or a structure has been built to contain a dwelling without Grantee approval, written notice of a suspected violation will be provided to the Grantors including the reasons for suspicion. Grantors shall be provided a reasonable period of time to cure the violation or prevent the threatened violation. Subsequently, Grantee shall schedule another inspection and may enter the interior of the structure in question.

C. Upon any breach of a provision of this Easement by Grantors, and after due notice to Grantors, Grantee may institute suit to enjoin any such breach or enforce any provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by *in rem*, *quasi in rem* or *in personam* jurisdiction; and require that the Land be restored promptly to the condition required by this Easement at the expense of Grantors (including, but not limited to, re-conveyance of title to land conveyed in violation of provisions herein); to recover damages; to impose civil penalties; and to take such other legal action as may be necessary to ensure compliance with the Easement and the

covenants, conditions, limitations and restrictions or other provisions herein contained.

Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee at law or equity.

D. No failure or delay on the part of Grantee to enforce any provision of this Easement shall constitute a waiver, or otherwise discharge or invalidate any provision of this Easement or affect the right of Grantee to enforce the Easement.

ARTICLE VI. NO PUBLIC ACCESS OR USE

The grant of this Easement does not convey to the public or any third party the right to enter or use the Land for any purpose whatsoever. This Easement does not grant to the public or any third party a right to maintain any scenic viewshed on or over the Land.

ARTICLE VII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – H (collectively, the “Baseline Documentation”) reflect the legal description of the Land, existing uses, location, Conservation Values, structures and dwelling units on the Land as of the date of this Easement. Grantors hereby certify that the attached Exhibits document the condition of the Land at the time of the granting of this Easement. Grantors acknowledge that Grantee may use the Baseline Documentation to monitor the Land and to ensure that any changes to the Land or use of the Land are consistent with the terms of this Easement and comply with program requirements. The use of the Baseline Documentation does not preclude Grantee from using other evidence to establish existing conditions of the Land in the event of a dispute.

All Exhibits are hereby made a part of this Easement:

A. Exhibit A: Boundary Description and Land Records Reference is attached hereto and made a part hereof. Exhibit A consists of four (4) pages.

B. Exhibit B: Conservation Values is attached hereto and made a part hereof. Exhibit B consists of three (3) 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: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Grantee and are fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit D consists of thirty-nine (39) color digital images. A list of the image numbers, and image descriptions is attached hereto and recorded herewith and consists of one (1) page.

E. Exhibit E: Tax Map Showing Approximate Location of the Land is attached hereto and made a part hereof. This is to be used by Grantee as an aid for locating the Land. It is not a plat or legal description of the Land. Exhibit E consists of one (1) page.

F. Exhibit F: Form for Baseline Documentation is not recorded herewith but is kept on file at the principal office of Grantee and is fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit F consists of twenty-nine (29) pages. A placeholder for Exhibit F is attached hereto and recorded

herewith and consists of one (1) page.

G. Exhibit G: Aerial Photograph of the Land with Structures Identified is not recorded herewith but kept on file at the principal office of the Grantee and is fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit G consists of one (1) page. A placeholder for Exhibit G is attached hereto and recorded herewith and consists of one (1) page.

H. Exhibit H: Boundary Survey of the Land is not recorded herewith but is recorded among the Land Records of Baltimore County in Plat Book J.L.E. 1, folio 485 and is fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit H consists of one (1) page. A placeholder for Exhibit H is attached hereto and recorded herewith and consists of one (1) page.

ARTICLE VIII. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. Upon sale or transfer of any interest in the Land including, but not limited to, a leasehold interest, life estate, term of years, or remainder interest, the Grantors shall notify the Grantee in writing of the name and address of the party receiving the interest in the Land. Grantors and itself, its themselves, their successors and assigns further agree to make specific reference to this Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Land is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Land are subordinate to, or shall at time of

recordation become subordinate to, the rights of Grantee under this Easement. Grantors have provided, or shall provide, a copy of this Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already encumbering the Land or which will encumber the Land prior to the recording of this Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Easement, its Lien to this Easement by joining in this Easement for the purpose of subordinating the Liens.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Land.

D. Warranties. The Grantors who signed this Easement on the date set forth above ("Original Grantors") are the sole owners of the Land in fee simple and have the right and ability to convey this Easement to Grantee. The Original Grantors warrant that the Land is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual or constructive knowledge of any use or release of hazardous waste or toxic substances on the Land that violates a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances.

ARTICLE IX. MISCELLANEOUS

A. Assignment. With authorization of the Maryland Legislature, the Grantee may assign, upon prior written notice to Grantors, its rights under this Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Easement, this Easement and rights of enforcement shall revert to the assigning Grantee. If said Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC, and approved by the Maryland Board of Public Works. No assignment may be made by any Grantee of its rights under this Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Construction. This Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Agricultural Land Preservation Foundation under Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the

IRC. This Easement shall be interpreted under the laws of the State of Maryland, 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 Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland and the Grantee's regulations. Any application of the Agriculture Article, the Annotated Code of Maryland or the Grantee's 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.

C. Jurisdiction. The provisions of this 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.

D. Condemnation of Easement Land. This Easement does not prohibit an agency of the State or of a county or other governmental authority from acquiring by condemnation the Land that is the subject of this Easement in accordance with the requirements of Md. Code Ann., Agric. § 2-515. The damages for any taking of the Land or an interest in the Land over which the Easement restricts its use shall also be awarded in accordance with the requirements of Md.

Code Ann., Agric. § 2-515. In any condemnation action against the Land, the Grantee may, at its option, join in any negotiations or proceedings at any time to contest the condemnation action or to recover the value of any interests in the Land.

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

F. Joint and Several. If Grantors at any time own the Land in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable and responsible for all obligations set forth in this Easement.

G. Singular/Plural and Gender. 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.

H. Recordation. Grantee shall record this Easement in a timely fashion among the Land Records of Baltimore County, Maryland. Grantee may re-record the Easement, or record a notice of its existence, at any time without prior authorization from Grantors, themselves, their successors and assigns as may be required to preserve Grantee's rights under this Easement.

I. Notice to Grantee. Any notices by Grantors to Grantee pursuant to any provision of this Easement shall be sent by registered or certified mail, return receipt requested, addressed to:

Maryland Agricultural Land Preservation Foundation
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

or to such other addresses as Grantee may establish in writing to Grantors.

J. Counterpart Signatures. The parties may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

K. Captions. The captions in this 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 provisions of this Easement.

L. Arms-Length Agreement. Grantors acknowledge that: (a) they have had access to independent legal counsel while reviewing the terms of and executing this Easement, and the opportunity to review, analyze and discuss with counsel this Easement and the underlying factual matters relevant to this Easement for a sufficient period of time before the execution and delivery hereof; (b) this Easement was executed without fraud, duress, error, violence or intimidation, undue influence or coercion of any kind; and (c) the execution and delivery of this Easement is the free and voluntary act of Grantors.

M. Merger Doctrine Inapplicable. If Grantee, its successors or assigns, acquires fee title to the Land in the future, such acquisition shall not extinguish this Easement through the doctrine of merger or through any unity of title, but rather this Easement shall remain in full force and effect.

TO HAVE AND TO HOLD unto the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF AGRICULTURE on behalf of the MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, themselves, their successors and assigns and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Land.

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

SUBORDINATION PROVISIONS

MidAtlantic Farm Credit, ACA in its capacity as Beneficiary under a Deed of Trust dated October 1, 2020 and recorded among the aforesaid Land Records in Liber No. 43599, folio 233, hereby joins in the execution of this Easement for the sole purpose of agreeing to subordinate and does hereby subordinate to this Easement the Deed of Trust Lien from Grantors.

IN WITNESS WHEREOF, Grantors, Grantee and Deed of Trust Beneficiary have hereunto set their hands and seals.

GRANTOR:

Gracefields, LLC, a Maryland limited liability company

Margaret Blakey (SEAL)
Margaret Blakey, member

STATE OF MARYLAND, County of Baltimore TO WIT:

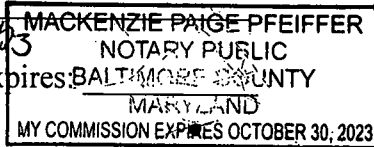
I HEREBY CERTIFY, that on this 31 day of May, 2022, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Margaret Blakey, who acknowledged herself to be a Member of Gracefields, LLC, a Maryland limited liability company, and as such being authorized so to execute the foregoing Deed of Easement for the purposes therein contained by signing the name of the company by herself as a member.

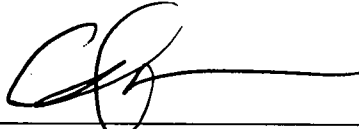
WITNESS my hand and Notarial Seal.

M. Mackenzie Paige Pfeiffer

Notary Public 10/30/23

My Commission Expires BALTIMORE COUNTY




 _____ (SEAL)
 Glenn Pagan, member

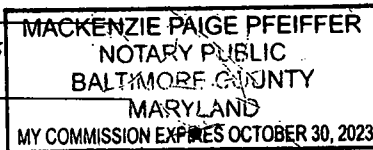
STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 31 day of May, 2022, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Glenn Pagan, who acknowledged himself to be a Member of Gracefields, LLC, a Maryland limited liability company, and as such being authorized so to execute the foregoing Deed of Easement for the purposes therein contained by signing the name of the company by himself as a member.

WITNESS my hand and Notarial Seal.

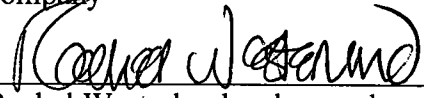


Notary Public
 My Commission Expires: 10/30/23



GRANTOR:

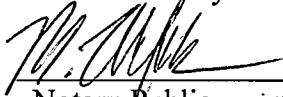
Westwell, LLC, a Maryland limited liability company

 (SEAL)
Rachel Westerlund, sole member

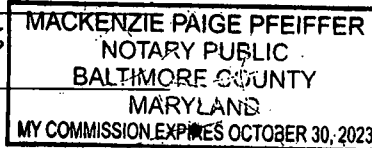
STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 31 day of May, 2022, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Rachel Westerlund, who acknowledged herself to be the sole Member of Westwell, LLC, a Maryland limited liability company, and as such being authorized so to execute the foregoing Deed of Easement for the purposes therein contained by signing the name of the company by herself as sole member.

WITNESS my hand and Notarial Seal.



Notary Public 10/30/23
My Commission Expires:



IN WITNESS WHEREOF, the said MidAtlantic Farm Credit, ACA, a Federal instrumentality, chartered by the United States Congress, with Articles of Incorporation issued by the Farm Credit Administration, hath caused its name to be hereunto set, and the common or corporate seal to be hereunto affixed, this 24 day of May, A.D. 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MidAtlantic Farm Credit, ACA

Australia C Bradfield
Name: Australia C Bradfield
Witness

By: [Signature] (SEAL)
Name: John Stump
Title: VP Lending Manager

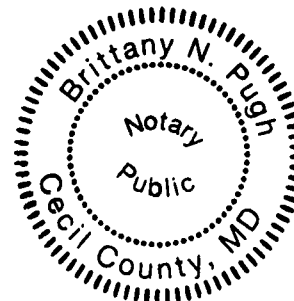
STATE OF Maryland)
COUNTY OF Cecil) SS.:

BE IT REMEMBERED, that on this 24 day of May, A.D. 2022, personally came before me, the Subscriber, a Notary Public for the state and county aforesaid. John Stump, VP Lending Manager of MidAtlantic Farm Credit, ACA, a Federal Instrumentality, chartered by the United States Congress, with Articles of Incorporation issued by the Farm Credit Administration, party to this Agreement, known to me personally to be such, and acknowledged this Agreement to be his/her act and deed and the act and deed of said corporation, that the signature of the VP Lending Manager thereto is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his/her act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said MidAtlantic Farm Credit, ACA.

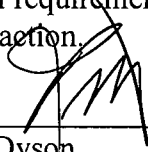
GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Brittany Pugh Exp: 7/17/25
Notary Public Signature

Brittany Pugh
Notary name [printed or typed]



Approved as to legal form and sufficiency this 19th day of April, 2022 "Approved" means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.


 Renee Dyson
 Assistant Attorney General

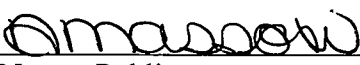
ACCEPTED BY ~~GRANTOR~~ FEE:
 MARYLAND AGRICULTURAL LAND
 PRESERVATION FOUNDATION

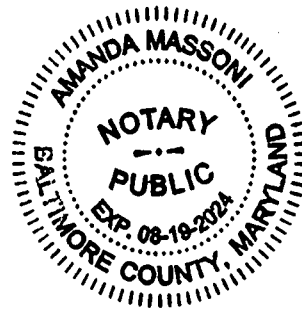
By: Michelle Cable (SEAL)
 Michelle Cable, Executive Director

STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY that, on this 14 day of April, 2022 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michelle Cable, who acknowledged herself to be the Executive Director of the Maryland Agricultural Land Preservation Foundation, and as such being authorized so to do executed the foregoing Deed of Easement for the purposes therein contained by signing the name of the Foundation by herself as Executive Director.

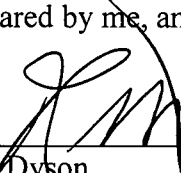
WITNESS my hand and Notarial Seal.


 Notary Public
 My Commission Expires: 8/19/24



ATTORNEY CERTIFICATION

I hereby certify this deed was prepared by me, an attorney admitted to practice by the Court of Appeals of Maryland.


 Renee Dyson
 Maryland Assistant Attorney General

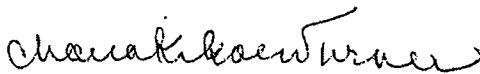
Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Maryland Agricultural Land Preservation Foundation, Grantee

BASELINE DOCUMENTATION REPORT

April 13, 2022

EXHIBIT A	Boundary Description and Property Reference
EXHIBIT B	Conservation Values
EXHIBIT C	Inventory of Existing Structures
EXHIBIT D	Color Digital Images of the Property (The Color Digital Images are not recorded but a list of the images is attached and recorded.)
EXHIBIT E	Tax Map Showing Approximate Location of Property
EXHIBIT F	Form for Baseline Documentation (not recorded)
EXHIBIT G	Aerial Photograph of the Property (not recorded)
EXHIBIT H	Boundary Survey of the Land (not recorded)

This Baseline Documentation Report was prepared by Chana Kikoen Turner, an administrator at the Maryland Agricultural Land Preservation Foundation since 2014, and previously a paralegal with the Boulder County (Colorado) Parks and Open Space Department for 5 years ("Preparer"). The Preparer has considerable field experience and attends regular trainings, conferences, and professional development seminars to expand and enhance her skill set.



Signature of Preparer

April 13, 2022

Date

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Boundary Description and Property Reference
Exhibit A
Page One of Four

The legal description of the Land follows on the next three (3) pages.



November 19, 2021

**DESCRIPTION OF
MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION EASEMENT
LAND OF GRACEFIELDS, LLC
AND WESTWELL, LLC
#13401 LONGNECKER ROAD
FOURTH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND**

BEGINNING for the same at point marked by a stone found at the beginning of the first line of that parcel of land which by deed dated October 1, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 337, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, thence running and binding on the first line and part of the second line of said parcel in Liber J.L.E. 43599, folio 337, as now surveyed by Polaris Land Consultants, LLC, with bearings referred to the Maryland State Plane Coordinate System NAD 83(2011) the following two (2) courses,

- 1) South 14 degrees 18 minutes 52 seconds West, 1326.84 feet, to a point marked by an iron pipe found, and
- 2) South 78 degrees 55 minutes 43 seconds East, passing over a rebar and cap found at a distance of 1039.53 feet, for a total distance of 1052.94 feet, to a point on the westerly right of way line of Butler Road, Maryland State Route No. 128, 40 feet wide, as shown on State Roads Commission of Maryland Plat "UR", thence running for new lines of easement through the land of Gracefields, LLC and Westwell, LLC and running and binding on the westerly right of way line of Butler Road, 40 feet wide, being 20 feet from the center of the pavement of Butler Road, so as to exclude the area of the right of way of Butler Road, the following two (2) courses,
- 3) South 20 degrees 46 minutes 39 seconds West, 1496.59 feet, to a point, and
- 4) South 21 degrees 53 minutes 11 seconds West, 47.63, feet, to a point on the second line of that parcel of land which by deed dated December 15, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 44109, folio 371, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, said point being located North 81 degrees 44 minutes 16 seconds West, 3.08 feet from a stone found with a concrete monument

- cast on top of it on said second line of the parcel in Liber J.L.E. 44109, folio 371, thence running and binding on part of said second line of the parcel in Liber J.L.E. 44109, folio 371,
- 5) North 81 degrees 44 minutes 16 seconds West, 154.92 feet, to a point, thence running for new lines of easement through the land of Gracefields, LLC and Westwell, LLC the following three (3) courses,
 - 6) North 08 degrees 15 minutes 44 seconds East, 27.50 feet, to a point,
 - 7) North 67 degrees 29 minutes 51 seconds West, 53.50 feet, to a point, and
 - 8) South 26 degrees 10 minutes 34 seconds West, 42.73 feet, to a point, on the aforesaid second line of the parcel in Liber J.L.E. 44109, folio 371, thence running and binding on part of said second line of the parcel in Liber J.L.E. 44109, folio 371,
 - 9) North 81 degrees 44 minutes 16 seconds West, 1284.52 feet, to a point on the easterly side of Longnecker Road, a 30 foot wide public road, said point being located South 81 degrees 44 minutes 16 seconds East, 3.14 feet from a concrete monument found on said second line of the parcel in Liber J.L.E. 44109, folio 371, said point also being located South 81 degrees 44 minutes 16 seconds East, 16.19 feet from a railroad spike found in the pavement of Longnecker Road at the end of said second line of the parcel in Liber J.L.E. 44109, folio 371, thence running for new lines of easement through the land of Gracefields, LLC and Westwell, LLC and running and binding on the easterly side of Longnecker Road, a 30 foot wide public road, being 15 feet from the center of the pavement of Longnecker Road, so as to exclude the area of the public road, the following nine (9) courses,
 - 10) North 13 degrees 39 minutes 49 seconds West, 426.78 feet, to a point,
 - 11) North 13 degrees 29 minutes 03 seconds West, 631.49 feet, to a point,
 - 12) North 13 degrees 03 minutes 41 seconds West, 279.32 feet, to a point,
 - 13) North 13 degrees 45 minutes 56 seconds West, 334.32 feet, to a point,
 - 14) North 12 degrees 30 minutes 01 seconds West, 59.59 feet, to a point,
 - 15) Northerly by a tangent curve to the right with a radius of 343.00 feet for an arc length of 145.98 feet and being subtended by a chord of North 00 degrees 18 minutes 30 seconds West, 144.88 feet, to a point,
 - 16) North 11 degrees 53 minutes 02 seconds East, 382.35 feet, to a point,
 - 17) North 11 degrees 38 minutes 48 seconds East, 232.29 feet, to a point, and
 - 18) North 11 degrees 16 minutes 33 seconds East, 410.07 feet, to a point on the eleventh line of the aforesaid parcel in Liber J.L.E. 43599, folio 337, said point being located South 84 degrees 36 minutes 40 seconds East, 15.50 feet from a "mag" nail found in the pavement of Longnecker Road at the beginning of said eleventh line of the parcel in Liber J.L.E. 43599, folio 337, thence running and binding on part of said eleventh line of the parcel in Liber J.L.E. 43599, folio 337 and on the twelfth line of the

aforesaid parcel in Liber J.L.E. 43599, folio 337 the following two (2) courses,

- 19) South 84 degrees 36 minutes 40 seconds East, passing over rebar and caps found at distances of 4.50 feet and 414.50 feet, for a total distance of 824.50 feet, to a point marked by a rebar and cap found, and
- 20) North 61 degrees 20 minutes 38 seconds East, 354.16 feet, to a point marked by a rebar and cap found, said point being located South 62 degrees 16 minutes 37 seconds East, 1150.00 feet from an iron pipe found at the beginning of the first line of that parcel designated as Lot 1 which by deed dated August 31, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 325, was granted and conveyed by Millstone Farm LLC and Longnecker Farm LLC, unto Millstone Farm LLC and Longnecker Farm LLC, thence running and binding on the thirteenth line of the aforesaid parcel in Liber J.L.E. 43599, folio 337,
- 21) South 62 degrees 16 minutes 37 seconds East, 450.92 feet, to the point of beginning.

CONTAINING 5,015,814 square feet or 115.147 acres of land, more or less.

BEING part of that parcel of land which by deed dated October 1, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 43599, folio 337, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC, and also part of that parcel of land which by deed dated December 15, 2020 and recorded among the Land Records of Baltimore County, Maryland in Liber J.L.E. 44109, folio 371, was granted and conveyed by Longnecker Farm LLC and Millstone Farm LLC, unto Gracefields, LLC and Westwell, LLC.

Joseph M. Burdyck, Jr., Professional Land Surveyor No. 21430 of the State of Maryland, either personally prepared this metes and bounds description or was in responsible charge over its preparation and the surveying work reflected in it, all in compliance with the requirements set forth in Regulation 09.13.06.12 of the Code of Maryland Regulations. License expiration/renewal date: January 21, 2023.



Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Conservation Values
Exhibit B
Page One of Three

General Physical Description of the Property

The Land consists of approximately 115 acres: approximately 100 acres are farmed with approximately 15 acres of woodland. The Land is in rural Baltimore County, an area dominated by active farmland interspersed with large forest patches. The Land is located in the Chesapeake Bay Watershed.

1. Preservation of Open Space

- a. Pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit
- i. Consistent with Maryland Agricultural Land Preservation Foundation (MALPF) Policy and Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland. In creating the Maryland Agricultural Land Preservation Foundation in 1974, the Maryland General Assembly expressed its intent and commitment to preserving productive farmland and forests:

“It is the intent of the Maryland General Assembly to preserve agricultural land and woodland in order to: provide sources of agricultural products within the State for citizens of the State; control the urban expansion which is consuming the agricultural land and woodland of the State; curb the spread of urban blight and deterioration; and protect agricultural land and woodland as open space land.” (Md. Agriculture Code Ann. Section 2-501, 1974).

Specifically, the Land meets the MALPF soils and size criteria. It has over 50 percent of qualifying soils (Class I, II and III), specifically 96%. These qualifying soils are the most productive soils in Maryland. Properties must be at least 50 acres in size. The placement of the Easement on the Land will increase a contiguous block of permanently protected lands to over 5,100 acres.

The placement of the Easement on the Land will ensure that the Land's agricultural soils will be available for production and open space use in perpetuity.

- ii. The proposed acquisition of the Easement was initially reviewed and approved by the Maryland Agricultural Land Preservation Foundation's
- Deed of Easement

Gracefields, LLC and Westwell, LLC, Grantor
Conservation Values
Exhibit B
Page Two of Three

Board of Trustees, a 13-member board that includes representatives for the following offices: the Governor (usually the Deputy Secretary for the Maryland Department of Agriculture), the Comptroller, the Treasurer of Maryland, and the Secretary of Planning. After legal review of the proposed acquisition by the Office of the Attorney General, final review was conducted and approval was given by the State's Board of Public Works (a three person board that is composed of the Governor, the Comptroller, and the Treasurer of Maryland).

- iii. Furthers the goals of Tax-Property Article § 8-209
The Land includes approximately 100 acres of tillable cropland and 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. Contributes to Maryland's land preservation goal of 1,030,000 acres. The goal was initially created by Senate Joint Resolution 10/ House Joint Resolution 22 in 2002 and the original deadline was set as 2022. In 2021, the General Assembly extended the deadline to 2030.
- v. Federal and Regional Goal - Chesapeake Bay Agreement (2000) and Chesapeake Bay Watershed Agreement (2014)
Since 1983, the states of Maryland, Virginia, and Pennsylvania, the District of Columbia, the Chesapeake Bay Commission, and the U.S. Environmental Protection Agency representing the federal government have been signatories to historic agreements establishing the Chesapeake Bay Program partnership to protect and restore the Chesapeake Bay's ecosystem. The Agreement was signed in 1987, then again in 2000 to reaffirm the commitment of the signatories. The agreement was expanded and included additional states in the watershed, signed in June 2014. One of the provisions in the 2000 Agreement is sound land use practices, with the goal to "develop, promote, and achieve sound land use practices

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Exhibit B
Page Three of Three

which protect and restore watershed resources and water quality, retain reduced pollutant loadings for the Bay and its tributaries, and restore and preserve aquatic living resources". Land conservation falls under this goal, with an explicit action step to "strengthen programs for land acquisition and preservation within each state that are supported by funding and target the most valued lands for protection. Permanently preserve from development 20 percent of the land area in the watershed by 2010." Maryland has surpassed the Chesapeake 2000 land protection goal of 20% by 2010, and has gone further through Legislative action.

The Chesapeake Bay Watershed Agreement (June 2014) includes representatives from the entire watershed, committing for the first time the Bay's headwater states to full partnership in the Bay Program. This plan for collaboration across the Bay's political boundaries establishes goals and outcomes for the restoration of the Bay, its tributaries and the lands that surround them.

This 2014 agreement contains 10 goals (including land conservation) that will advance the restoration and protection of the Bay watershed. Each goal is linked to a set of outcomes, or time-bound and measurable targets that will directly contribute to its achievement. Land Conservation Goal: Conserve landscapes treasured by citizens in order to maintain water quality and habitat; sustain working forests, farms and maritime communities; and conserve lands of cultural, indigenous and community value.

- vi. Local goal – County Comprehensive Plan
Ms. Megan Benjamin, Planner with the Baltimore County Department of Planning and Zoning, states in the application that the protection of the 115 acres is consistent with the County Comprehensive Plan.
- vii. Local goal - County Zoning
The Land is zoned Agricultural (RC 2), the purpose of which 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. This Easement extinguishes all lot rights, thereby protecting the agricultural lands is consistent with the intentions of the current zoning.

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Inventory of Existing Structures
Exhibit C
Page One of One

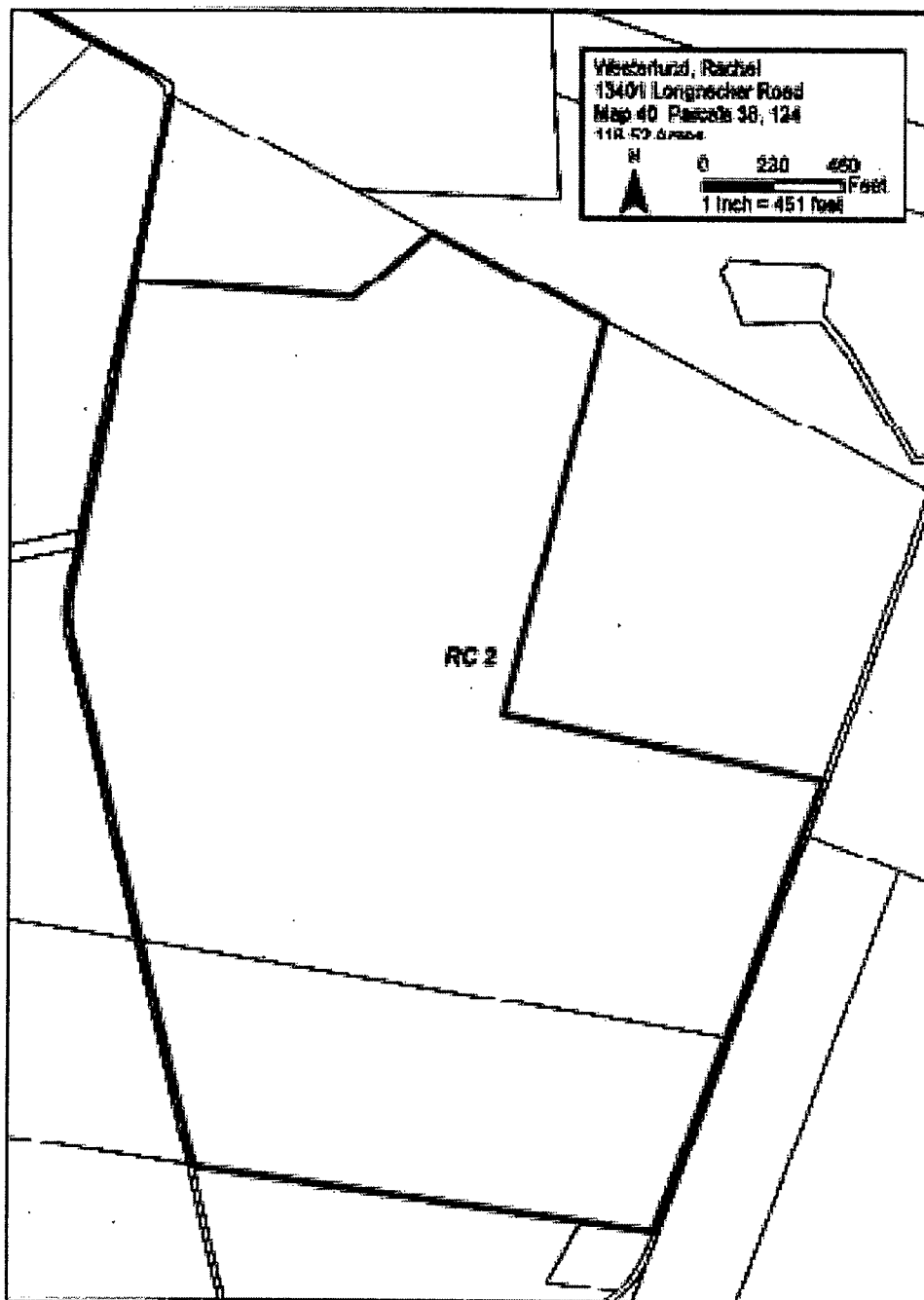
StructureApproximate Size

- | | | |
|----|--------------|---------------|
| a. | Dwelling | 4,500 sq. ft. |
| b. | Garage | 20 x 40 |
| c. | Barn | 60 x 100 |
| d. | Shed | 40 x 60 |
| e. | Run in Sheds | |

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Color Digital Images of the Property
Exhibit D
Page One of One

<u>Photo#</u>	<u>Photo Taken From</u>	<u>Photo Description (facing direction)</u>
1	Farmstead	Building B, Garage (N)
2	Farmstead	Transformer 1 (E)
3	Farmstead	Horse Pastures, run in sheds (NNE)
4	Farmstead	Tennis Court (W)
5	Farmstead	Horse Pasture (NW)
6	Farmstead	Horse Pasture (NE)
7	Farmstead	Propane Tanks
8	Farmstead	Building C, Barn (N)
9	Farmstead	Building D, Shed (N)
10	Farmstead	Building A, Main House (N)
11	Longnecker Road	Western Driveway (E)
12	Longnecker Road	North Along Longnecker Road (N)
13	Longnecker Road	South Along Longnecker Road (S)
14	Butler Road	Eastern Driveway (NW)
15	Butler Road	North Along Butler Road (N)
16	Butler Road	South Along Butler Road (S)
17	Crop Field	Farmstead (NW)
18	Eastern Driveway	Eastern Driveway (W)
19	Eastern Driveway	South Along Butler Road, crop field (S)
20	Southeast Property Corner	North Along Butler Road, Crop Field (N)
21	Southeast Property Corner	Property line and crop field (W)
22	Southern Property Line	Crop Field (N)
23	Southwest Property Corner	Southern Property Line (E)
24	Southwest Property Corner	Crop Field (N)
25	Western Driveway	Crop Field (S)
26	Western Driveway	Crop Field (E)
27	Horse Pasture	Horse Pasture (NNE)
28	Horse Pasture	Run in Shed (W)
29	Northwest Property Corner	Horse Pasture (S)
30	Northwest Property Corner	Horse Pasture (ESE)
31	Horse Pasture	Horse Pasture (S)
32	Horse Pasture	Horse Pasture (SW)
33	Horse Pasture	Horse Pasture (S)
34	Horse Pasture	Horse Pasture (SE)
35	Horse Pasture	Horse Pasture (SW)
36	Horse Pasture	Horse Pasture (NW)
37	Horse Pasture	Farmstead (W)
38	Horse Pasture	Rear of dwelling/garage (SW)
39	Horse Pasture	Rear of Barn and Shed (S)

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Tax Map Showing Approximate Location of Property
Exhibit E
Page One of One



Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Form for Baseline Documentation

Exhibit F
Page One of One
(Placeholder)

Consists of 29 pages, on file with Grantee.

)

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Aerial Photograph of the Property
Exhibit G
Page One of One
(Placeholder)

Deed of Easement
Gracefields, LLC and Westwell, LLC, Grantor
Boundary Survey of the Land
Exhibit H
Page One of One
(Placeholder)

State of Maryland Land Instrument Intake Sheet

[] Baltimore City [X] County: Baltimore
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)

1

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.						
		Deed	Mortgage	1	EASEMENT	Other		
		Deed of Trust	Lease					
2	Conveyance Type	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Multiple Accounts Arms Length [3]	Not an Arms-Length Sale [4]			
	Check Box							
3	Tax Exemptions (if Applicable)	Recordation	Exempt from Transfer & Recordation Tax, Recording Fee & Real Property					
	Cite or Explain Authority	State Transfer	Improvement Surcharge per Tax-Property §12-108(a)(1), 13-207(a)(1),					
		County Transfer	13-305(g), 13-402.1(b)(2), and Real Property §3-603.					
4	Consideration and Tax Calculations	Consideration	Amount	Finance Office Use Only				
		Purchase Price/Consideration	\$812,245.00	Transfer and Recordation Tax Consideration				
		Any New Mortgage		Transfer Tax Consideration \$				
		Balance of Existing Mortgage		x () % = \$				
		Other:		Less Exemption Amount - \$				
				Total Transfer Tax = \$				
		Other:		Recordation Tax Consideration \$				
		Full Cash Value		x () per \$500 = \$				
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:			
		Recording Charge	\$0.00	\$	Tax Bill:			
		Surcharge	\$0.00	\$	C.B. Credit:			
		State Recordation Tax	\$0.00	\$	Ag. Tax/Other:			
		State Transfer Tax	\$0.00	\$				
		County Transfer Tax	\$0.00	\$				
		Other		\$				
		Other		\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel	Var. LOG	
		04	0402067320	46645/189	0040	0036	[] (5)	
		Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Flat Ref.	SqFt/Acreage(4)
							1/485	
		Location/Address of Property Being Conveyed (2)						
		13401 Longnecker Road, Glyndon, MD 21071						
		Other Property Identifiers (if applicable)			Water Meter Account No.			
		Residential [X] or Non-Residential []		Fee Simple [X] or Ground Rent []		Amount: \$N/A		
		Partial Conveyance? [] Yes [X] No		Description/Amt. of SqFt/Acreage Transferred:		N/A		
7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)				
		Gracefields, LLC						
		Westwell, LLC						
	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)				
8	Other Names to Be Indexed	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)				
		State of Maryland, to use of the Dept of Agriculture on behalf						
		MALPF						
		New Owner's (Grantee) Mailing Address						
9	Contact/Mail Information	50 Harry S. Truman Pkwy, Annapolis, MD 21401						
		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		X Return to Contact				
		PDH Abstract, Inc. for						
		Firm: Lakeside Title Company						
		Address: 45 Willington Court, Owings Mills, MD						
	Contact/Mail Information	Phone: 410-812-9078		2117				
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	Yes	X No	Will the property being conveyed be the grantee's principal residence?				
		Yes	X No	Does transfer include personal property? If yes, identify:				
		Yes	X No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy				
	Assessment Use Only - Do Not Write Below This Line							
	[] Terminal Verification [] Agricultural Verification [] Whole [] Part [] Tran. Process Verification							
	Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:				
	Year		Geo.	Map	Sub	Block		
	Land		Zoning	NOT REQUIRED		Lot		
	Buildings		Use	Director of Budget and Finance		Occ. Cd.		
	Total		Town Cd.	BALTIMORE COUNTY, MARYLAND				
	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 06/24/22							

MD66018-SI

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