

MONTGOMERY COUNTY, MD
APPROVED BY Kam

52084 259

MAY 23 2016

3064

Property ID #11-00916437

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

After recording, return to
Miles & Stockbridge P.C.
11 N. Washington Street
Suite 700
Rockville, MD 20850-4229
Attn: L. Dixon

**BUILDING LOT TERMINATION
EASEMENT**

This Building Lot Termination Easement (BLT Easement) is sold, granted, and conveyed as of this 23rd day of November 2015 by Walter M. Prichard, 21710 Peach Tree Road, Dickerson, Maryland 20842-9177 (Grantor) and their transferees, successors and assigns to Montgomery County, Maryland, c/o Department of Economic Development, 111 Rockville Pike, Rockville, Maryland 20850 (Grantee) for the purpose of forever preserving the agricultural production capability of the agricultural land described herein, pursuant to Chapter 2B of the Montgomery County Code 2004, as amended.

WHEREAS, Chapter 2B of the Montgomery County Code 2004, as amended, and Sections 2B.00.01.01, *et seq.* of the Code of Montgomery County Regulations (the Code and the Regulations are jointly referred to as the **BLT Law**) authorize the Grantee to purchase BLT Easements to restrict land to agricultural use;

WHEREAS, the Grantor is the sole owner in fee simple of the agricultural land consisting of 85.5434 acres more or less (**Property**), saving and excepting 10.3885 acres, as described in **Exhibit B (Retained Parcel)**. The Property less the Retained Parcel will be referred to as the **Easement Parcel**, which is more particularly described in **Exhibits A and A-1** attached hereto and made part hereof and 3 development rights, collectively referred to as the (**Easement Parcel**);

WHEREAS, the Grantor desires to sell, and the Grantee wishes to purchase, a BLT Easement on the Easement Parcel for the purpose of restricting the Easement Parcel to agricultural

WHEREAS, the Easement Parcel is eligible for a BLT Easement because it is located in **General Density Transfer Zone**;

WHEREAS, as required by the BLT Law, the Grantor must give up certain permitted residential lot rights that would otherwise be available for development; and

WHEREAS, by this BLT Easement, the Grantor agrees to give up two (2) residential lot rights (BLTs): The Easement Parcel is comprised of 75.1554 acres with a total of three (3) development rights, and is subjecting two (2) development rights to a Transfer of Development Rights Easement for Building recorded among the land records simultaneously with this BLT Easement; and

WHEREAS, as required by the BLT Law, the Grantor agrees to terminate the two (2) on-site waste disposal systems delineated in **Exhibit C** attached hereto and made a part hereof (referred to as the **On-Site Waste Disposal Systems** and the **septic absorption area**);

Now, therefore, for good and valuable consideration, including the sum of **Four Hundred Seventy Thousand, One Hundred Ninety-Six Dollars and Zero Cents (\$470,196.00)** paid by

IMP TO SURE 0.00
RECORDING FEE 0.00
TR TAX STATE 0.00
TOTAL 0.00
BHM NVE B1K2000
May 23, 2016 04:13 PM

HEREBY CERTIFY THIS PROPERTY HAS BEEN REGISTERED
ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS FOR
TDR INFORMATION.
AMOUNT OF \$ 0.00
SIGNATURE WMC
5/17/16
TRANSFER CLERK, ASSESSMENT DEPARTMENT

FILED
CLERK OF COURTS
CLERK'S OFFICE
MONTGOMERY CO. MD

2016 MAY 23 PM 4:13

NO FEE - MONTG. CO. MD.

the Grantee to the Grantor, the sufficiency and receipt of which the Grantor hereby acknowledges, and including the mutual covenants contained herein, the Grantor voluntarily sells, grants and conveys to the Grantee, and the Grantee voluntarily accepts, a perpetual BLT Easement on the Easement Parcel pursuant to the requirements of the BLT Law and the provisions of this BLT Easement, exclusively for the purpose of preserving and forever maintaining the agricultural production capacity of the Easement Parcel.

1. Prohibited Acts -- The Grantor covenants that it will not perform, nor knowingly allow others to perform, any act on the Easement Parcel that is inconsistent with the requirements enumerated herein. The Grantor also acknowledges and agrees that the Grantee may enforce the requirements of the BLT Easement in any manner permitted by law or equity. However, unless otherwise specified below, nothing in this BLT Easement shall require the Grantor to take any action to restore the condition of the Easement Parcel after any Act of God or other event over which it has no control that adversely impacts the agricultural production of the Easement Parcel. The Grantor acknowledges and agrees that the provisions in this BLT Easement do not relieve it of any obligation or restriction on the use of the Easement Parcel imposed by law.
2. Subdivision of Easement Parcel -- The Grantor acknowledges and agrees that by this BLT Easement it is relinquishing the right to subdivide the Easement Parcel for industrial, commercial, residential and other non-agricultural uses, except as provided in subsections (a) – (e) below:
 - a. There are zero (0) existing single family dwelling on the Easement Parcel. Prior to any subdivision, and upon written application to, and approval by, the Agricultural Preservation Advisory Board (APAB), the Grantors may subdivide and construct up to a maximum of one (1) additional future single family dwellings on the Easement Parcel; however the subdivision of the future single family dwelling may not exceed two acres or the minimum lot size required by zoning and well and septic regulations, whichever is greater, unless a larger size does not interfere with the agricultural character of the Easement Parcel, as determined by the APAB in its sole discretion.
 - b. The Grantors must retain one development rights for each of the future single family dwellings identified in subsection 2(a). The development rights retained for the future single family dwellings may not be subjected to a Transfer of Development Rights Easement or sold, conveyed or transferred by the Grantors to a third party unless approved by the County
 - c. Except as provided in subsection 2(a), the Easement Parcel may not be further subdivided unless the subdivision is part of an APAB-approved agricultural subdivision.
 - d. Any future single family dwelling constructed under this Paragraph 2 must not use the on-site waste disposal system identified in Exhibit B hereto. Further, any septic absorption area on the Easement Parcel must be separated from

any other septic absorption area on the Easement Parcel, including the one identified on Exhibit B, by at least 50 feet.

e. All liens and mortgages on the Easement Parcel, including those to be secured by a future single family dwelling, must be subordinate to this BLT Easement.

3. Construction of Buildings and Other Structures -- The construction or reconstruction of any building or other structure, except those previously approved by the Grantee, or those existing on the date this BLT Easement is recorded among the land records, is permitted only in accordance with this Paragraph 3.

a. Fences - Fences for, or related to, agricultural production, may be built anywhere on the Easement Parcel without limitation.

b. Agricultural Buildings -- Buildings and other structures to be used solely for, or related to, agricultural production, including the sale of farm products raised primarily on the Easement Parcel, but excepting any dwelling, may be built anywhere on the Easement Parcel without the permission of the Grantee.

4. Dumping Material -- The Grantor must not dump ashes, sawdust, bark, trash, rubbish, fill dirt or any other material on the Easement Parcel, however, the Grantor reserves the right to dump any material which is generated by agricultural production on the Easement Parcel during regular agricultural operations.

5. Soil, Water and Forestry Conservation Plans

a. The Grantor must within two (2) years of this BLT Easement being recorded among the land records (**commencement date**) cause the Easement Parcel to be managed in accordance with an approved agricultural soil and water conservation plan so as to promote the agricultural capability of the Easement Parcel. Further, within two (2) years of the commencement date, the Grantor must manage any woodland in accordance with an approved Forest Resource Management Plan. The Grantor may selectively cut or clear cut trees from time to time in accordance with an approved Forest Resource Management Plan in order to insure that the agricultural character of the Easement Parcel will not be altered or its productive capability diminished.

b. The Grantor must have a Soil Conservation Plan (**Plan**) in place at or before the time that this BLT Easement is recorded among the land records of Montgomery County, Maryland (**recordation date**) and must implement all soil conservation and water quality practices that are required within that Plan within five years of the recordation date. Once the Plan is approved, it must be updated at least every ten (10) years. If revisions to the Plan's implementation schedule are necessary, the implementation schedule may be amended in accordance with the changes requested of, and approved by,

the Board of Supervisors of the local soil conservation district; however in all events, the Plan must be fully implemented within five years of the recordation date.

- c. All references to plan approvals, mean approval by the applicable government agencies.

6. Mining -- The mining or extraction of soil, sand, gravel, rock, fossil fuels or any other mineral substance using any method that disturbs the surface of the land is prohibited without the advance written permission of the Grantee. The Grantee, in its sole discretion, will provide a determination concerning the Grantor's request within a reasonable period of time. The Grantee must not approve the Grantor's request if the Grantee determines that the proposed mining or extraction will diminish or impair the agricultural production capability of the Easement Parcel. However, nothing in this BLT Easement must be interpreted to prevent the Grantor or any third party holding subsurface mineral rights to remove such minerals, including coal, oil and gas, by methods that do not disturb the surface of the land, and to construct facilities necessary for the removal of such mineral; provided however, any third party holding subsurface mineral rights must take no action to adversely impact the agricultural activity on the Easement Parcel or otherwise cause the agricultural production capability of the Easement Parcel to be diminished.

7. Development Rights -- Simultaneous with the recordation of this BLT Easement among the land records, the parties will record a Transfer of Development Rights Easement for Building Lot Termination and a Deed of Transfer of Development Rights for Building Lot Termination of even date herewith in which the Grantor conveys to the Grantee **two (2)** development rights associated with the Easement Parcel. The Grantor retains **one (1)** development right with the Easement Parcel (**Retained Development Right**), which is reserved for a future single family dwelling to be located on the Easement Parcel. However, by executing this BLT Easement, the Grantor acknowledges and agrees that the **one (1)** Retained Development Rights, as encumbered by this BLT Easement, must remain with the Easement Parcel for a future dwelling and that the Grantor foregoes the right to subject the Retained Development Right to a Transfer of Development Rights Easement or to sell, convey or transfer the Retained Development Rights to any third party unless a written request is made by the Grantor and is approved by the Grantee.

8. Extinguishment of On-Site Waste Disposal Systems -- By executing this BLT Easement, the Grantor acknowledges and agrees on behalf of itself and its transferees, successors and assigns that they must, in perpetuity, forgo the right to utilize the On-Site Waste Disposal Systems described in Exhibit B hereto.

9. Rights Retained by the Grantor -- The Grantor reserves the right to perform any act not specifically prohibited or limited by this BLT Easement. Those rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Easement Parcel and the right to sell or otherwise transfer the Easement Parcel to any party or person they choose.

Further, the Grantor reserves the right to use the Easement Parcel for any agricultural use and to carry on all normal farming practices, including the operation at any time of any machinery used in agricultural production or the primary processing of any agricultural products. The Grantor retains the right to conduct upon the Easement Parcel any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on the Easement Parcel.

10. Responsibilities of the Grantor Not Affected -- Other than as specified herein, this BLT Easement is not intended to impose any legal or other responsibility on the Grantee, or on any existing obligation of the Grantor as the owner of the Easement Parcel. The Grantor must continue to be solely responsible for payment of all taxes and assessments levied against the Easement Parcel. The Grantor must continue to be solely responsible for the upkeep and maintenance of the Easement Parcel, and it must continue to assume any liability for personal injury or property damage occurring on the Easement Parcel. The Grantor must hold the Grantee harmless from, and indemnify the Grantee against, any claim for loss or damage, including costs and reasonable attorney's fees, injury, death, property damage or other matters relating to or arising from or occurring on or about the Easement Parcel.

11. Enforcement -- The Grantee has the right and responsibility to prevent and correct violations of the terms of this BLT Easement. With reasonable advance notice to the Grantor, the Grantee may enter the Easement Parcel for the purpose of inspecting for violations. The Grantee may take appropriate legal action if the Grantee finds what it believes is a violation of this BLT Easement. Except when an imminent violation could irreversibly diminish or impair the agricultural production capability of the Easement Parcel, the Grantee must give the Grantor written notice of the violation and thirty (30) days to correct it, before filing any legal action. The Grantee may take legal action to enforce the terms of this BLT Easement, including but not limited to, obtaining injunctive relief requiring the Grantor to cease and desist any activity in violation of the terms of this BLT Easement and to return the Easement Parcel to its condition prior to any violation. If the Grantee prevails, the Grantor must pay all costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys fees. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

12. Interpretation -- This BLT Easement shall be interpreted under the laws of the State of Maryland and Montgomery County, Maryland in a manner designed to resolve any ambiguities and questions on the validity of specific provisions to give maximum effect to its preservation purpose. If the Grantor has any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the Easement Parcel, it may submit a written request to the Grantee for consideration and approval of a proposed use.

13. Perpetual Duration - The easement created by this BLT Easement shall be a servitude running with the land in perpetuity. Every provision of this BLT Easement that

applies to the Grantor or the Grantee shall also apply to their respective agents, executors, administrators, assigns, and all other successors in interest.

14. Gender - Any masculine term used in this BLT Easement shall include the female gender.

15. Remedies - The Grantee may enforce this BLT Easement using any remedies available at law or in equity, including but not limited to specific enforcement and injunctive relief.

16. Severability -- If any portion of this BLT Easement is declared unlawful or invalid, the remainder of this BLT Easement shall remain in full force and effect.

17. Effective Date - The Effective Date of this BLT Easement is the date on which it is recorded among the land records of Montgomery County, Maryland.

(Signatures on following page)

52084 265

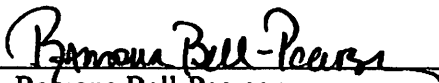
IN WITNESS WHEREOF, the parties have caused this Building Lot Termination Easement to be duly executed and delivered by their authorized representatives.

GRANTOR

By: 
Walter M. Prichard

GRANTEE

MONTGOMERY COUNTY, MARYLAND

By: 
Ramona Bell-Pearson,
Assistant Chief Administrative Officer

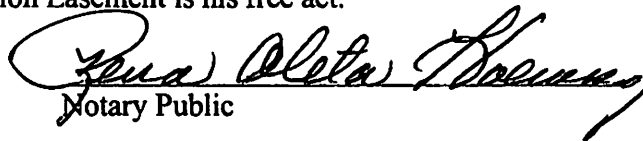
APPROVED FOR FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By:  DATE _____
Vickie L. Gaul
Associate County Attorney



COUNTY OF MONTGOMERY
STATE OF MARYLAND, SS:

I hereby certify that on this 14th day of NOVEMBER 2015, before me, a Notary Public of the State and County aforesaid, personally appeared Walter M. Prichard known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Building Lot Termination Easement, and he acknowledged that all material statements of fact in the foregoing Building Lot Termination Easement are true to the best of his knowledge and belief, and that the execution of this Building Lot Termination Easement is his free act.


Notary Public

My Commission Expires:

03-21-2017

(Signatures continue on following page)

STATE OF MARYLAND
COUNTY OF MONTGOMERY SS:

I hereby certify that on this 20th day of November 2015, before me, a Notary Public of the State and County aforesaid, personally appeared Ramona Bell-Pearson known to me (or satisfactory proven) to be the person whose name is subscribed to the foregoing Building Lot Termination Easement, and acknowledged that she is the Assistant Chief Administrative Officer of Montgomery County, Maryland, and that the execution of this Building Lot Termination Easement is her free act as Assistant Chief Administrative Officer on behalf of Montgomery County, Maryland.

Julie L White
Notary Public

My Commission Expires:

4/30/2017

THE UNDERSIGNED, a member of the Bar of the Court of Appeals of Maryland, hereby certifies that the foregoing instrument was prepared by or under the supervision of the undersigned.

Vickie L Gaul
Vickie L. Gaul, Esq.

Exhibit A
Description of Property

Subject to Building Lot Termination Easement
to be conveyed by Walter M. Prichard (Grantor)
to Montgomery County, Maryland (Grantee)

All that certain tract or parcel of land situate, lying and being in Election District 11, Montgomery County, Maryland, hereto containing 85.5434 acres, more or less, and a total of five (5) remaining development rights, with two of the development rights associated with the Retained Parcel.

Property Tax Account No. 11-00916437

The Easement Parcel is comprised of 75.1554 acres with a total of fifteen (15) development rights. Twelve (12) of the possible fifteen (15) development rights were serialized as Transferable Development Rights (TDRs) and recorded among the land records of Montgomery County, Maryland:

Summary of Previous TDR Transactions:

Twelve (12)s TDR, Serial Number (12-7240 –12-7251) created by TDR Easement recorded in Liber 25079 at folio 647.

Remaining development rights after the TDR Transactions =	<u>3</u>
Number of development rights to be conveyed to Montgomery County (Purchaser)	<u>2</u>
Number of development rights to be retained by landowner (Seller) for the Easement Parcel	<u>1*</u>
Total development rights:	<u>3</u>

*1 TDR is being retained for a future single family dwelling.

52084 268

Exhibit A-1 Legal Description of the Easement Parcel

THOMAS A. MADDOX
PROFESSIONAL LAND SURVEYOR

Registered to Practice:
Maryland
Virginia
District of Columbia

8933 Shady Grove Court
Gaithersburg, MD 20877
(301) 984-5804
(301) 330-0812
FAX(301) 984-6865

Description of part of a tract of land called "HAPPY CHOICE" as described in a deed for 85.5434 acres of land from Charles H. Boehne, Personal Representative of the Estate of Theodore L. Heitmuller to Walter M. Prichard recorded in Liber 21874 at Folio 091 lying outside the Town Limits of Barnesville, Maryland:

Beginning at the point of beginning of the description contained in the above mentioned deed, thence running with the outlines of said tract as described

S69° 34' 56"W - for 1362.42 feet to a Maple Tree; thence
S20° 42' 41"W - 1398.19 feet to a post; thence
N63° 34' 39"W - 751.24 feet; thence
N21° 04' 09"W - 193.75 feet to a post on the east side of Barnesville Road; thence along said east side
243.01 feet along the arc of a curve to the left having a radius of 2092.85 feet and a chord bearing and distance of
N19° 41' 56"E - 242.87 feet; thence
N16° 22' 21"E - 120.00 feet; thence
299.50 feet along the arc of a curve to the right having a radius of 1430.00 feet and a chord bearing and distance of
N22° 22' 21"E - 298.95 feet; thence
N28° 22' 21"E - 846.02 feet; thence
569.23 feet along the arc of a curve to the left having a radius of 13060.00 feet and a chord bearing and distance of
N23° 02' 36"E - 568.41 feet; thence
N17° 42' 51"E - 327.20 feet; thence departing said east side of Barnesville Road and running so as to cross and
include a part of said tract
S78° 30' 07"E - 1109.78 feet to a fence post; thence
N71° 42' 11"E - 838.43 feet to a nail and washer in a fence post; thence
S18° 22' 44"W - 1025.64 feet to the point of beginning containing 75.1554 acres of land

Surveyor's Certification

I hereby certify that I was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in 09.13.06.12 of the COMAR Regulations

Date: December 29, 2014



Thomas A. Maddox - Reg. Professional
Land Surveyor MD No. 10850 Expires 04/03/2016



52084 269

Exhibit B Legal Description of the Retained Parcel

THOMAS A. MADDOX
PROFESSIONAL LAND SURVEYOR

Registered to Practice:
Maryland
Virginia
District of Columbia

8933 Shady Grove Court
Gaithersburg, MD 20877
(301) 984-5804
(301) 330-0812
FAX(301) 984-6865

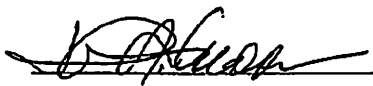
Description of part of a tract of land called "HAPPY CHOICE" as described in a deed for 85.5434 acres of land from Charles H. Boehne, Personal Representative of the Estate of Theodore L. Heitmuller to Walter M. Prichard recorded in Liber 21874 at Folio 091 lying within the Town Limits of Barnesville, Maryland:

Beginning at a point on the 10th line of the description contained in the above mentioned deed, thence running with the remainder of said 10th line along the easterly side of Barnesville Road – Maryland Route #109
N17° 42' 51"E - 478.28 Feet, thence departing said easterly side of Barnesville Road – Maryland Route #109 and running with the 11th through the 14th lines of said description
S76° 13' 14"E - 178.95 Feet; thence
N20° 54' 37"E - 202.37 Feet; thence
N63° 54' 37"E - 104.36 Feet; thence
S34° 44' 54"E - 1058.21 Feet to a point at the end of the 14th line of the aforementioned description; thence the departing the outlines of said tract of land and running so as to cross and include a part thereof with the line demarcating the limits of the Town of Barnesville, Maryland
N78° 30' 07"W for 1108.78 Feet to the point of beginning containing 10.3885 acres of land.

Surveyor's Certification

I hereby certify that I was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in 09.13.06.12 of the COMAR Regulations

Date: December 29, 2014



Thomas A. Maddox - Reg. Professional
Land Surveyor MD No. 10850 Expires 04/03/2016



52084 270

Exhibit C
Septic System Site Plan Approved by Letter by
The Department of Permitting Services (DPS)



DEPARTMENT OF PERMITTING SERVICES

Isabel Leggett
Coun. Executive

Dore H. Schwartz, Esq.
Director

MEMORANDUM

November 19, 2012

TO: Jeremy V. Criss, Agricultural Services Manager
MCDED, Agricultural Services Division

FROM: Kim Beall, Well & Septic Section 
Department of Permitting Services

SUBJECT: Status of Building Lot Termination Plan
Heilmuller Property
Beallsville Road

This is to notify you that the Well & Septic Section of MCDPS approved the plan received in this office on November 7, 2012. The sewage disposal areas shown are acceptable based on current regulations. The sewage disposal areas plus surrounding buffer shall be extinguished.

If you have any questions, please contact Kim Beall at (240) 777-8315.

cc: Benning & Associates
File

155 Rockville Pike, 2nd Floor • Rockville, Maryland 20850 • 240-777-6300 • 240-777-6256 TTY
www.montgomerycountymd.gov

montgomerycountymd.gov/311



240-773-3556 TTY

Exhibit C
Septic System Site Plan Approved by Letter by
The Department of Permitting Services (DPS)

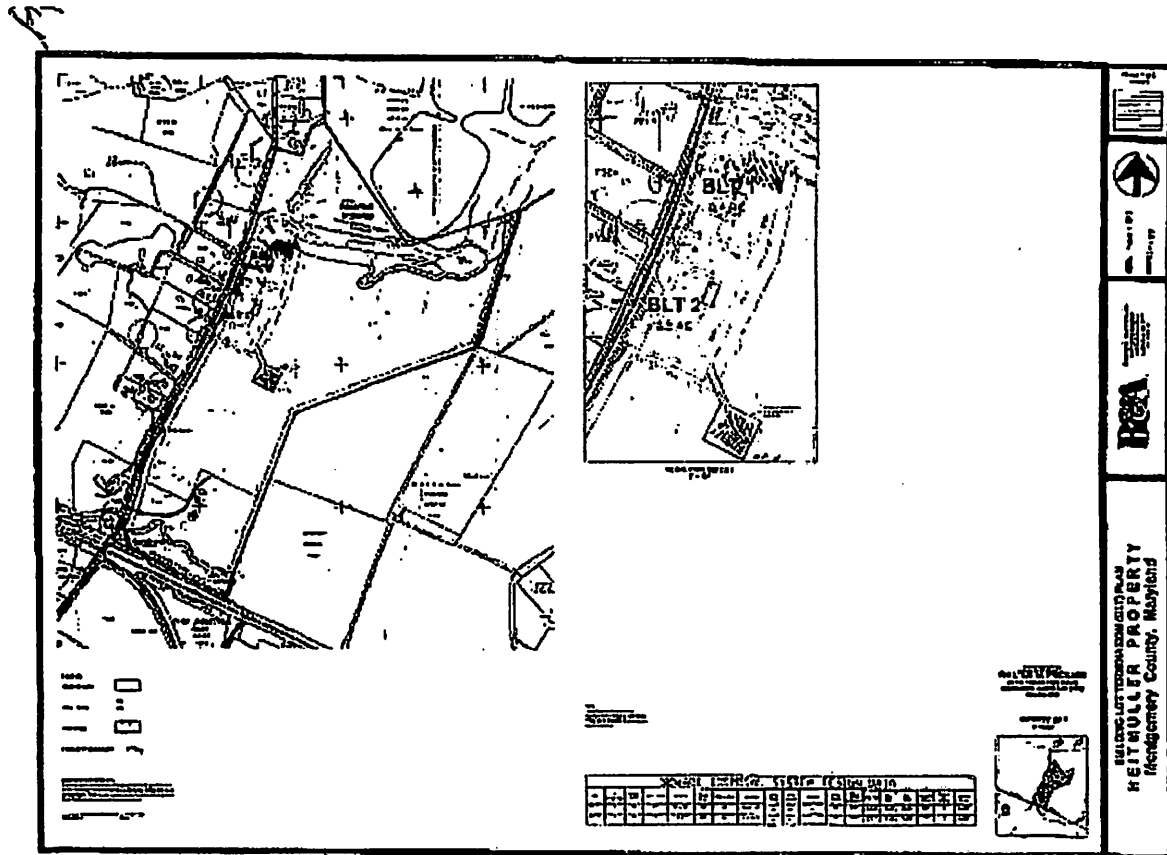


Exhibit C



EXHIBIT -C

WALTER M. PRICHARD
L.21874 F.091
P. 440

BLT 2

EASEMENT AREA
45,244 S.F. OR
1.0337 AC.

NARRROWED SEPTIC FIELD
PER CDE PLAN
19152001

BEGINNING POINT
OF DESCRIPTION

WALTER M. PRICHARD
L.21874 F.091
P. 440

SCALE 1" = 100' SEPTEMBER 2013

THOMAS A. MADDOX
PROFESSIONAL LAND SURVEYOR
6933 SILLY CREEK COURT
CATHERSBURG, MARYLAND 20677
(301) 984-5804

ADDENDUM NO. 1

The purchase price for said Building Lot Termination Easement on the Easement Parcel containing 75.28 acres shall be \$470,196.00. The Easement Price per BLT shall be allocated as \$235,098.00 per BLT TDR towards the Easement Value. The terms of payment are as follows:

- | | | |
|----|---|-------------------|
| 1. | Payment or Distribution to Landowner/Lienholder | <u>470,196.00</u> |
| | <u>\$235,098.00</u> X 2 BLTs | |

Total Purchase Price	<u>470,196.00</u>
-----------------------------	--------------------------

FOR RECORDING PURPOSES ONLY:

RELEASE OF LENDER: N/A
(If Lender is involved)

THIS INSTRUMENT IS INSURED BY: N/A
(If applicable)

PARCEL IDENTIFICATION NUMBER(S): 11-00916437

GRANTOR'S ADDRESS: Walter M. Prichard
21710 Peach Tree Road
Dickerson, Maryland 20842-9177

PROPERTY ADDRESS: 21715 Beallsville Road
Boyds Maryland 20841

GRANTEE'S ADDRESS: MONTGOMERY COUNTY, MARYLAND
101 Monroe Street, 3rd Floor
Rockville, MD 20852

AFTER RECORDATION, PLEASE RETURN TO:

Montgomery County, Maryland
c/o Vickie L. Gaul, Associate County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

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)

52084 275

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments		☐ Check Box if addendum Intake Form is Attached.			
		Deed Deed of Trust	Mortgage Lease	☒ BLT Ease	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			
4 Consideration and Tax Calculations		Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration	\$
		Any New Mortgage	\$ 0.00	X () % =	\$
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$
		Other:	\$	Total Transfer Tax	\$
		Other:	\$	Recordation Tax Consideration	\$
		Full Cash Value:	\$	X () per \$500 =	\$
				TOTAL DUE	\$
5 Fees		Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$	\$	Tax Bill:
		Surcharge	\$	\$	C.B. Credit:
		State Recordation Tax	\$	\$	Ag. Tax/Other:
		State Transfer Tax	\$	\$	
		County Transfer Tax	\$	\$	
		Other	\$	\$	
		Other	\$	\$	
6 Description of Property		District	Property Tax ID No. (1)	Grantor Liber/Folio	Map
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).		11-01	00916437		
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)
		HAPPY CHOICE			
		Location/Address of Property Being Conveyed (2)			
		21715 Beallsville Road, Boyds, Maryland 20841			
		Other Property Identifiers (if applicable)			
		Water Meter Account No.			
		Residential ☒ or Non-Residential ☒	Fee Simple ☒ or Ground Rent ☐	Amount:	N/A
		Partial Conveyance? ☐ Yes ☒ No	Description/Amt. of SqFt/Acreage Transferred: N/A		
		If Partial Conveyance, List Improvements Conveyed: N/A			
7 Transferred From		Doc. 1 – Grantor(s) Name(s)		Doc. 2 – Grantor(s) Name(s)	
		WALTER M. PRICHARD			
		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)	
		MONTGOMERY COUNTY, MARYLAND			
		New Owner's (Grantee) Mailing Address			
		Montgomery Co., MD c/o Dept. of Economic Development, 111 Rockville Pike, Rockville, MD 20850			
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: James J. Demma, Esquire			☒ Hold for Pickup
		Firm Miles & Stockbridge P.C.			☐ Return Address Provided
		Address: 11 North Washington Street, Suite 700			
		Rockville, MD 20850 Phone: ()			
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
		Land		Zoning	Grid
		Buildings		Use	Parcel
		Total		Town Cd.	Ex. St.
				Ex. Cd.	Occ. Cd.
		REMARKS:			

Space Reserved for County Validation

Distribution: ☐ Clerk's Office
☐ Office of Finance☐ SDAT
☐ Preparer

AOC-CG-300 (5/2007)

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