

DGS FILE No: 23-02-93-06

THIS DEED OF EASEMENT made this 3rd day of September, 1998, by and between LIESELOTTE DALLMAN PENNEWELL and SABINE P. NICHOLS, Trustees of the Milton Pennewell Family Irrevocable Trust dated January 13, 1994, party of the first part, Grantor, and the STATE OF MARYLAND, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation, party of the second part, Grantee, and containing covenants intended to be real covenants running with the land,

WITNESSETH:

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

WHEREAS, by authority of Agriculture Article, Section 2-504(3), Annotated Code of Maryland, the Grantee may purchase agricultural preservation easements to restrict land to agricultural use; and

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

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

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

FILED

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RICHARD H. OUTTEN
CLK. CT. CT.
WOR. CO.

NOW, THEREFORE, in consideration of the sum of One Hundred Thirteen Thousand Nine Hundred Sixty Seven Dollars and No Cents, (\$113,967.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for the Grantor, the successors, personal representatives and assigns of the Grantor, does grant and convey, to the State of Maryland, for the use of the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described tract(s) or parcel(s) of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, and as more particularly described in accordance with a survey dated May 5, 1998 performed by Chris D. Custis, Professional Land Surveyor, as follows:

Beginning for this description at a concrete monument located on the Northeast property corner of Lieselotte H. Pennewell and the Northwest property corner of Martha Fulton, thence by and with the said Fulton Land;

- 1) S 42° 45' 15" W 1,730.62 feet to an iron pipe found, thence by and with a conservation easement of The Nature Conservancy the following Twenty Seven (27) courses and distances:
 - 2) N 46° 06' 23" W 69.42 feet, thence
 - 3) S 58° 35' 56" W 50.00 feet, thence
 - 4) N 32° 21' 27" W 72.27 feet, thence
 - 5) N 70° 18' 36" W 109.49 feet, thence
 - 6) S 82° 05' 04" W 78.45 feet, thence
 - 7) N 64° 16' 48" W 62.27 feet, thence
 - 8) N 65° 45' 50" W 284.01 feet, thence
 - 9) N 82° 56' 36" W 164.49 feet, thence
 - 10) S 72° 28' 13" W 139.66 feet, thence
 - 11) S 64° 59' 56" W 159.58 feet, thence
 - 12) S 83° 42' 32" W 57.03 feet, thence
 - 13) S 02° 17' 39" E 84.66 feet, thence
 - 14) S 25° 44' 14" W 101.83 feet, thence
 - 15) S 78° 50' 46" W 48.00 feet, thence
 - 16) N 27° 29' 14" W 111.94 feet, thence
 - 17) N 51° 37' 20" W 40.86 feet, thence
 - 18) N 27° 29' 14" W 111.94 feet, thence
 - 19) N 80° 05' 46" W 246.35 feet, thence
 - 20) N 66° 40' 04" W 156.21 feet, thence
 - 21) N 44° 48' 27" W 156.28 feet, thence
 - 22) N 49° 49' 00" E 94.55 feet, thence
 - 23) N 26° 48' 57" E 115.50 feet, thence
 - 24) N 11° 37' 43" W 186.13 feet, thence
 - 25) N 53° 15' 37" W 317.41 feet, thence
 - 26) N 00° 29' 41" E 125.10 feet, thence
 - 27) N 07° 55' 56" W 126.51 feet, thence
 - 28) N 17° 22' 17" W 132.17 feet to a marked Holly tree, thence
 - 29) N 26° 12' 02" E 946.33 feet to an iron pipe settled in concrete, thence
 - 30) N 55° 56' 06" E 478.22 feet to a point, thence
 - 31) S 48° 22' 00" E 154.80 feet to a point, thence
 - 32) N 55° 56' 06" E 392.15 feet to a point, thence
 - 33) N 48° 22' 00" W 72.24 feet to a point, thence

34) N 55° 56' 06" E 351.05 feet to a point on the right of way of Pennewell Road, said point being S 48° 22' 00" E 82.56 feet from an iron pipe found on the right of way of said road, thence
 35) S 48° 22' 00" E 1,312.38 feet to a concrete monument found, thence
 36) S 41° 38' 00" W 320.95 feet to a concrete monument found, thence
 37) S 48° 22' 00" E 200.00 feet to a concrete monument found, thence
 38) N 41° 38' 00" E 320.95 feet to a concrete monument found, thence with the Southerly side of Pennewell Road,
 39) S 49° 42' 36" E 814.13 feet to a concrete monument found and being the point of beginning. Containing 126.63 acres of land, more or less.

Being or intending to be part of the thirdly and fourthly described tracts or parcels of land by which by Deed dated January 13, 1994 and recorded among the Land Records of Worcester County in Liber R.H.O. No. 2027 folio 580 which was granted and conveyed by Milton Henry Alfred Pennewell and Helga Dallman Pennewell unto Lieselotte Dallman Pennewell and Sabine P. Nichols, Trustees of the Milton Pennewell Family Irrevocable Trust dated January 13, 1994.

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

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

- A. Subject to the reservations hereinafter contained, the Grantor for the Grantor, the successors, personal representatives, successors and assigns of the Grantor, covenants and agrees as follows:
- (1) (a) Except as otherwise provided in this instrument, the above described land may not be used for any commercial, industrial, or residential purpose.
 - (b) As a personal covenant only and one that is not intended to run with the land, the Grantee, on written application from the Grantor, shall release free of easement restrictions only for the Grantor who originally sold this easement, 1

acre or less for the purpose of constructing a dwelling house for the use only of that Grantor or the Grantor's child subject to the following conditions:

- (i) The total number of lots allowed to be released under this paragraph may not exceed 10 lots of 1 acre or less at a maximum of not more than 1 lot for each 20 acres or portion thereof;
- (ii) The Grantor shall pay the Grantee for any acre or portion thereof released at the price per acre that the Grantee paid the Grantor for the easement provided that the Maryland Agricultural Land Preservation Foundation's Board of Trustees have the right to approve the location and configuration of the parcel(s) so conveyed; it being the intent that the agricultural use of the property not be impaired by said partitions;
- (iii) Before any conveyance or release, the Grantor and the child, if there is a conveyance to a child, shall agree not to subdivide further any acreage allowed to be released; the agreement shall be recorded among the land records where the land is located and shall bind all future owners; and
- (iv) If, while the above described land was in an agricultural preservation district, the Foundation released free of the district's restrictions for a person owning that land, 1 acre or less for the purpose of constructing a dwelling house for the use of that Grantor or the Grantor's child, the Grantee may not release free of easement restrictions for the Grantor, an additional lot for the same purpose; for each lot that the Grantor had excluded from the district's restrictions for this purpose, the number of lots that the Grantor otherwise would be entitled to have released under paragraph (1) (b) is reduced by

one.

(c) Application for Lot Exclusion. Before a lot may be released from an easement's restrictions for the construction of a dwelling house, the landowner shall submit an application to the Foundation that;

- (i) The landowner has signed;
- (ii) Contains a declaration that the lot and dwelling house are only for the use of the landowner or the landowner's child, whichever is the case (if the use is for the landowner's child, identify the child);
- (iii) Includes signed statements indicating approval of the release from the local agricultural land preservation advisory board and confirmation from the county planning and zoning department that the proposed lot appears to meet local zoning regulations;
- (iv) Includes a description of the land to be excluded and affected by both the dwelling and access to that dwelling, so as to gauge the impact that the dwelling and any access to that dwelling will have on the agricultural operations of the farm;
- (v) Includes a survey plat or tax map on which the precise location of the proposed lot is noted.

(d) After certifying that the landowner or child of the landowner has met the conditions provided in subsections (a) and (b) of this section, the Foundation shall issue a Preliminary Release which shall:

- (i) Become final when the Foundation receives and certifies a non-transferrable building permit in the name of the landowner (or child of the landowner if the proposed lot is intended for the landowner's child's use) for the construction of a dwelling house; or
- (ii) Become void upon the death of the person for whose benefit the release was intended if the Foundation has

not yet received a building permit as provided in this regulation.

- (e) Any preliminary or final release, building permit or other document issued or submitted in accordance with this section shall be recorded among the land records where the land is located at the landowner's expense and shall bind all future owners.

The limitations set forth under paragraph (1)(b) that the maximum lot size be 1 acre or less is increased to 2 acres or less if the circumstances described in Agriculture Article, Section 2-513, Annotated Code of Maryland, exist.

The right reserved to the Grantor under paragraph (1)(b) belongs only to the Grantor who originally sold this easement and may be exercised only by the Grantor named in the instrument.

- (f) The Grantor may construct housing for tenants fully engaged in operation of the farm, but this construction may not exceed 1 tenant house per 100 acres. The land on which a tenant house is constructed may not be subdivided or conveyed to any person, nor may the tenant house be conveyed separately from the original parcel.

- (g) The land subject to this Deed of Easement may not be subdivided for any purpose including subdivision, off conveyance and the movement of boundary lines unless written approval first has been obtained from the Grantee.

- (h) No development rights from the above described tract(s) or parcel(s) may be transferred to another area, or to another person, or to a political subdivision.

- (i) On written request to the Grantee, the Grantor may exclude from the easement restrictions one acre or less surrounding each single dwelling house, which existed as of the date of this Deed of Easement by a land survey and recordation provided at the expense of the Grantor or Grantor's personal representatives, successors or assigns. However, before any exclusion is granted, the Grantor shall agree with the

Grantee not to subdivide further any acreage to be released and said agreement shall be recorded among the land records where the land is located and shall bind all future owners.

(j) No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the above described land without the Grantee's express permission.

(k) Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in land subject to this deed of easement.

(2) No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land herein described; provided, however, the Grantor reserves the right to erect signs not exceeding 4 feet x 4 feet for each of the following purposes:

- (a) to state the name of the property and the name and address of the occupant;
- (b) to advertise any home or ancillary occupations consistent with the purposes of this easement subject to the approval of the Grantee; and
- (c) to advertise the property's sale or rental.

(3) No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the above described land; provided, however, the Grantor reserves the right to dump any material which is for regular agricultural use.

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

woodland products produced on the said above described land; and all other rights and privileges not hereby relinquished, including the Grantor's right of privacy.

- B. And the parties, for themselves, their personal representatives, successors and assigns, further covenant and agree as follows:
- (1) The above described land shall be managed in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; also woodland shall be managed in accordance with sound forestry practices; provided, however, the Grantor reserves the right to selectively cut or clear cut from time to time trees which will not alter the agricultural character of the land or diminish its productive capability.
 - (2) The Grantor shall implement all soil conservation and water quality practices that are contained within a soil conservation plan approved by the local soil conservation district, made or revised within the last ten years of the date of the application to sell an easement, which lists all soils conservation and water quality problem areas on the land. The plan shall be implemented according to the schedule of implementation contained within the plan which exists at the time of easement settlement. Revisions to the schedule of implementation may be made as approved by the Board of Supervisors of the local soil conservation district, however, the plan shall be fully implemented within ten years of the easement settlement date. Exceptions may be considered by the Grantee on a case by case basis.
 - (3) The Grantor shall implement all conservation practices developed by and through the standards and specifications of the Natural Resources Conservation Services (NRCS).
 - (4) The Grantor shall implement a forest management plan demonstrating proper forest management techniques if 50% or more of the acreage contained in the property consists of woodland.
 - (5) The Grantee and/or the United States or their authorized representative shall have the right to enter on the above

described land from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained; provided, however, that the Grantee and/or the United States shall have no right to inspect the interior of any structures on the above described land.

- (6) If the easement or any covenant, condition, limitation or restriction herein contained is violated or breached, the Grantee may after due notice to the Grantor, the Grantor's personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.
- (7) If the Grantor has any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantor may submit a written request to the Grantee for consideration and approval of such use.
- (8) This easement does not grant the public any right to access or any right of use of the above described land.
- (9) Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (10) This easement shall be in perpetuity, or for so long as profitable farming is feasible on the Grantor's land and may be released only after thirty (30) years and not twenty five (25) years by the Grantee as provided by Agriculture Article, Section 2-514, Annotated Code of Maryland.

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

Miscellaneous Provisions

- A. As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.
- B. The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- C. No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- D. Notwithstanding any provision herein to the contrary, there are no dwellings existing as of the date of this Deed of Easement.

CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA

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

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

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

AS WITNESS the hand and seal of the Grantor.

WITNESS:

MILTON PENNEWELL FAMILY IRREVOCABLE TRUST:

By: Lieseotte Dallman Pennewell (SEAL)
LIESELOTTE DALLMAN PENNEWELL, Trustee, Grantor

By: Sabine P. Nichols (SEAL)
SABINE P. NICHOLS, Trustee, Grantor

STATE OF MARYLAND, COUNTY OF Montgomery, To Wit:

I HEREBY CERTIFY that, on this 3rd day of September, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LIESELOTTE DALLMAN PENNEWELL, a Co-Trustee, of the MILTON PENNEWELL FAMILY IRREVOCABLE TRUST, known to me (or satisfactorily proven) to be a Co-Trustee of said Trust, and Grantor(s) whose name(s) is subscribed to the within Deed of Easement and acknowledged that she as a Co-Trustee, Grantor executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

David S. Williams
Notary Public
My Commission Expires: 7/1/98

STATE OF MARYLAND, COUNTY OF Worcester, To Wit:

I HEREBY CERTIFY that, on this 3rd day of September, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SABINE P. NICHOLS, a Co-Trustee, of the MILTON PENNEWELL FAMILY IRREVOCABLE TRUST, known to me (or satisfactorily proven) to be a Co-Trustee of said Trust, and Grantor(s) whose name(s) is subscribed to the within Deed of Easement and acknowledged that she as a Co-Trustee, Grantor executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Beverly S. Williams
Notary Public

My Commission Expires: 9/1/99

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney or by a party to this instrument.

Robert S. Abrahams
Robert S. Abrahams, Attorney-At-Law

pennewell d

After recording please return to:
Lawyers Advantage Title
3355 St. John's Lane
Ellicott City, MD 21042
Case # 97414 MD

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 9/18/98
WORCESTER COUNTY FINANCE OFFICER
W. S. K.
EXCEPT PERSONAL PROPERTY

TRANSFER TAX NOT REQUIRED	
FINANCE OFFICER	
WORCESTER COUNTY MARYLAND	
By <u>W. S. K.</u>	Authorized Signature
Date <u>9/18/98</u>	

SEP 18 1998 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Richard H. Dutton Clerk

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

1	Type(s) of Instruments	() Check Box if Addendum Intake Form is Attached.) Deed Deed of Trust Improved Sale Arms-Length [1] Mortgage Lease Unimproved Sale Arms-Length [2] Other Multiple Accounts Arms-Length [3] Other Not an Arms-Length Sale [9]			
2	Conveyance Type Check Box				
3	Tax Exemptions (if Applicable)	Recordation State Transfer County Transfer			
4	Consideration and Tax Calculations	Cite or Explain Authority			
5	Fees	Consideration Amount Purchase Price/Consideration \$ 113,967.00 Any New Mortgage \$ Balance of Existing Mortgage \$ Other \$ Other: \$ Full Cash Value \$			
6	Description of Property	Amount of Fees Recording Charge \$ 75.00 Surcharge \$ 5.00 State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$			
7	Transferred From	Doc. 1 Doc. 2			
8	Transferred To	Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:			
9	Other Names to Be Indexed	District Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. SqFt/Acreage (4)			
10	Contact/Mail Information	Location/Address of Property Being Conveyed (2) 4808 Pennewell Rd., Snow Hill, MD 21863 Other Property Identifiers (if applicable) Water Meter Account No.			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Residential Partial Conveyance? or Non-Residential Yes Fee Simple or Grount Rent Amount: Description/Amt. of SqFt/Acreage Transferred:			
		If Partial Conveyance, List Improvements Conveyed: Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) Lieselotte Dallman Pennewell + Sabine P. Nichols, Trustees Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
		Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) State of MD, Dept of Agriculture New Owner's (Grantee) Mailing Address			
		Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional) Milton Pennewell Family Irrevocable Trust			
		Instrument Submitted By or Contact Person Name: Ellen Fisher Bridge Firm: Lawyers Advantage Title Address: 3355 St Johns Lane Ellicott City MD 21042 Phone: (410) 480-2800			
		Return to Contact Person Hold for Pickup Return Address Provided			
		Assessment Information Yes No Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? If yes, identify: Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
		Assessment Use Only - Do Not Write Below This Line Terminal Verification Agricultural Verification Whole Part Tran. Process Verification Transfer Number: Date Received: Deed Reference: Assigned Property No.:			
		Year Land Buildings Total Geo. Zoning Use Town Cd. Map Grid Parcel Ex. St. Sub. Plat Section Ex. Cd. Block Lot Occ Cd.			
		REMARKS:			
		Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer			