

HARFORD COUNTY AGRICULTURAL
LAND PRESERVATION PROGRAM

(INSTALLMENT PURCHASE AGREEMENT NO. 2003-10)

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 14th day of February, 2003, by and between JANET ARLEEN KING and DEAN KING, JR. party of the first part, Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

Explanatory Statement

JR H82
Feb 26, 2003 03:10 PM

A. The County Council of Harford County, Maryland enacted Bill Nos. 93-2 and 01-17 (as amended) (the "Act") adding a new Article II, Agricultural Land Preservation Program to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Program to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County;

B. By authority of the Act, the Grantee may purchase development rights from agricultural landowners by subjecting property to be purchased to an agricultural preservation easement restricting future development in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth.

D. Bill No. 02-27 passed by the County Council of Harford County, Maryland on September 3, 2002, approved by the County executive on September 5, 2002 and effective November 4, 2002, authorizes Harford County, Maryland to purchase development rights in up to 60 acres of agricultural land from Janet Arleen King and Dean King, Jr.

NOW THEREFORE, in consideration of the sum of One Hundred Sixty Nine Thousand Nine Hundred Seventy Four Dollars (\$169,974.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and restrictions hereafter set forth so as to constitute an equitable servitude thereon, in, under and over the parcel(s) of land situate in the Fourth Election District, Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

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AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives, and assigns, 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 hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provisions of the Act, and that the covenants, conditions, limitations, and restrictions hereafter set forth are intended to limit the use of the above described land and are deemed to be and shall be construed as covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above described land may not be developed or otherwise used for other than agricultural use (as defined in the Act).

B. The above described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above described land.

D. The subdivision and utilization of the above described land principally for uses such as residential, institutional, commercial or industrial as defined in the Harford County Zoning Code and/or subdivision rules and regulations is prohibited.

E. The construction of new buildings or structures on the above described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of, the Agricultural Advisory Board.

F. Subject to the provisions of paragraphs G and H hereof:

1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; and (b) shall be subject to review and recommendation of the Agricultural Advisory Board. Upon such request and recommendation of the Agricultural

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 4423, p. 0688, MSA_CE54_4310. Date available 06/20/2005. Printed 10/11/2022.

Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above described land in accordance with the conditions established within Section 267-26(D)(6) of the Harford County Zoning Code. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Advisory Board.

3. The child of the Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of that child. Such request (a) must be made by letter provided to the Department of Planning and Zoning from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; and (b) shall be subject to the review and recommendation of the Agricultural Advisory Board. Upon such request and recommendation of the Agricultural Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations, and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one lot for each twenty-five (25) acres contained within the above described land;

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements; and

3. The Grantor requesting a lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only and one that is not intended to run with the land and shall belong only to and may be exercised only by the Grantor named in this instrument.

I. The Grantor reserves the right to use the above described land for any agricultural use (as defined in the Act) and further reserves all other rights, privileges, and incidents to the ownership of the fee simple estate in the above described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon 50.564 acres, less 2 acres containing two residences.

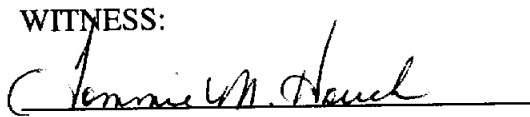

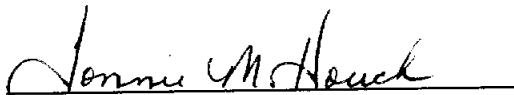
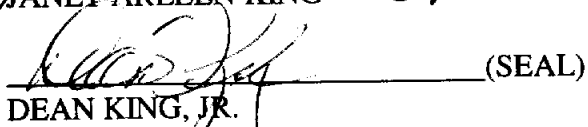
The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same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

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 the words of certain gender includes reference to all genders.

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.

WITNESS THE HAND AND SEAL of the undersigned.

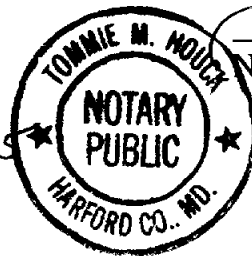
WITNESS:

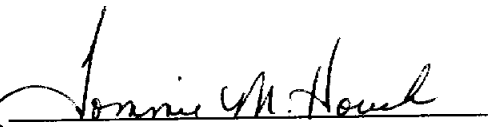

 (SEAL)
 JANET ARLEEN KING

 (SEAL)
 DEAN KING, JR.

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 14th day of February, 2003 before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Janet Arleen King and Dean King, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.




 Notary Public

My Commission Expires: 12/1/05

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I HEREBY CERTIFY that the foregoing Deed of Easement was prepared by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

Stephen C. Winter
Stephen C. Winter

After recording, please return to:

Stephen C. Winter
Miles & Stockbridge P.C.
600 Washington Avenue Suite 300
Towson, Maryland 21204
410-823-8198

HARFORD COUNTY MARYLAND
PROPERTY TAX PD \$ 0 due
PROPERTY TAXES PAID 2/25/03

PROPERTY PRESENTLY NOT ON WATER
& SEWER SYSTEM PER: due
DATE: 2/25/03 HARFORD COUNTY

This Deed of Easement is being
recorded for the benefit of Harford County, Md
After recording, please return to:

C/o Richard Herbig, Esq
Harford County Law Dept
410-638-3205

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ none
Received for transfer
State Department of Assessments
& Taxation of Harford County

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J. Ecoline 2-24-03
By _____ Date

EXHIBIT A

LEGAL DESCRIPTION –LANDS OF THE DEAN KING, JR., AND JANET ARLEEN KING, HUSBAND AND WIFE, FOURTH ELECTION DISTRICT, HARFORD COUNTY, STATE OF MARYLAND.

All that lot or parcel of land situate and lying on the northerly side of Harkins Road, Maryland Route 136, and more particularly described as follows:

BEGINNING for the same at a slate stone heretofore set, said stone marking the beginning of the second or North 74°50' East 1110 feet line of that parcel of land which by deed dated September 13, 2000, and recorded among the Land Records of Harford County, State of Maryland, in Liber C.G.H. No. 3344, folio 70, was granted and conveyed by Dean King, Jr., to Dean King, Jr., and Janet Arleen King, his wife, said line being referred to in a deed dated May 29, 1954, and recorded among the aforementioned Land Records in Liber G.R.G. No. 414, folio 256, from Charles Arnold Bush, et ux, to Wick L. Spurlin, et ux, said stone also marking the end of the sixth or South 73°21'19" West 189.25 feet line of that parcel of land which by deed dated December 15, 1978, and recorded among the aforementioned Land Records in Liber H.D.C. No. 1083, folio 753, was granted and conveyed by James E. Nitsch, Sr., et ux, to Edward H. Harkins, et ux; RUNNING THENCE and binding reversely on said sixth line of the lastly herein mentioned parcel the following course and distance and binding on the second and third lines and a portion of the fourth line of the firstly herein mentioned parcel the following four courses and distances, with bearings contained herein being based on monuments found along the South 71°08'55" West 945.26 feet line as shown on a plat entitled, "Plat Showing Remaining Four Parcels of Land Surveyed For Raymond J. Potocki & Wife", recorded among the aforementioned Land Records in Plat Book H.D.C. No. 28, folio 97, as now surveyed,

- 1) North 71°25'05" East 184.38 feet to a pipe heretofore set, said pipe marking the end of the South 71°08'55" West 945.26 feet line of aforesaid plat; thence binding reversely on said line,
- 2) North 71°08'55" East 944.77 feet to an iron pin heretofore set, said pin marking the end of the ninth or South 47°08' East 234.15 feet line of that parcel of land which by deed dated May 4, 1962, and recorded among the aforementioned Land Records in Liber G.R.G. No. 592, folio 523, was granted and conveyed by Ervin A. Rohrbauch, et ux, to Bernhardt W. Buehner, et ux, said pin also marking the end of the first or North 30° West 179 perches line of that parcel of land which by deed dated June 30, 1993, and recorded among the aforementioned Land Records in Liber C.G.H. No. 1979, folio 11, was granted and conveyed by F. Jerome Dougherty, et ux, to F. Jerome Dougherty, et ux, said line being referred to in a deed dated December 2, 1865, and recorded among the aforementioned Land Records in Liber W.H.D. No. 17, folio 32, from James F. Thompson, et ux, to Louis E. Allen ; thence binding reversely on a portion of said first line the following two courses and distances,
- 3) South 24°59'48" East 1017.61 feet to a pin oak tree stump found; thence continuing the same direction,
- 4) South 24°59'48" East 1388.83 feet to a point lying on the northerly right-of-way line of Harkins Road, Maryland Route 136, said right-of-way being shown on a State Roads Commission Plat #1198, said point being distant North 24°59'48" West 20.99 feet from an iron pin heretofore set on the northerly side of said road; thence binding on said right-of-way the following twenty eight courses and distances,

LIBER 4423 FOLIO 692

- 5) North 61°43'29" West 26.99 feet to a point; thence,
- 6) North 39°45'27" West 21.10 feet to a point; thence,
- 7) North 55°55'55" West 22.80 feet to a point; thence,
- 8) North 88°45'30" West 62.94 feet to a point; thence,
- 9) North 78°30'48" West 70.58 feet to a point; thence,
- 10) North 69°25'29" West 65.03 feet to a point; thence,
- 11) North 64°50'48" West 45.28 feet to a point; thence,
- 12) North 67°22'23" West 60.13 feet to a point; thence,
- 13) North 68°19'29" West 60.08 feet to a point; thence,
- 14) North 71°11'13" West 55.00 feet to a point; thence,
- 15) North 74°37'14" West 50.09 feet to a point; thence,
- 16) North 75°35'09" West 65.19 feet to a point; thence,
- 17) North 70°02'28" West 100.02 feet to a point; thence,
- 18) North 71°49'25" West 90.01 feet to a point; thence,
- 19) North 82°29'49" West 30.59 feet to a point; thence,
- 20) North 84°19'16" West 30.81 feet to a point; thence,
- 21) North 70°18'20" West 65.01 feet to a point; thence,
- 22) North 67°10'58" West 100.24 feet to a point; thence,
- 23) North 37°29'49" West 7.21 feet to a point; thence,
- 24) North 71°11'13" West 46.00 feet to a point; thence,
- 25) North 77°08'02" West 48.26 feet to a point; thence,
- 26) North 70°28'15" West 80.01 feet to a point; thence,
- 27) North 67°22'23" West 60.13 feet to a point; thence,
- 28) North 75°00'04" West 60.13 feet to a point; thence,
- 29) North 71°51'40" West 85.01 feet to a point; thence,
- 30) North 75°38'04" West 90.27 feet to a point; thence,
- 31) North 70°35'02" West 95.01 feet to a point; thence,

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- 32) North 62°20'43" West 34.32 feet to an iron pin now set, said pin lying on the first or North 19°25' West 1435 feet line of the firstly herein mentioned parcel, said pin also lying on the second or North 07°23'00" West 341.53 feet line of that parcel of land which by deed dated September 25, 1998, and recorded among the aforementioned Land Records in Liber C.G.H. No. 2840, folio 150, was granted and conveyed by Centaur Partners, Inc., to Virgil V. Taylor, et ux; thence leaving said right-of-way and binding on said second line the following course and distance and binding on said first line of the firstly herein mentioned parcel the following two courses and distances,
- 33) North 23°04'05" West 290.29 feet to a point, said point marking the end of the sixth or South 07°23'00" East 1124.86 feet line of that parcel of land which by deed dated August 15, 1996, and recorded among the aforementioned Land Records in Liber C.G.H. No. 2444, folio 475, was granted and conveyed by Steven R. Henderson, et al, to Randi M. Henderson; thence continuing the same direction and binding reversely on said sixth line,
- 34) North 23°04'05" West 1124.86 feet to the point of beginning hereof.

CONTAINING 50.564 acres of land, more or less, as surveyed by Highland Survey Associates, Inc., in the fall of 2002.

BEING THE SAME and all that tract or parcel of land which by deed dated September 13, 2000, and recorded among the Land Records of Harford County, State of Maryland, in Liber C.G.H. No. 3344, folio 70, was granted and conveyed by Dean King, Jr., to Dean King, Jr., and Janet Arleen King, his wife.



LIBER 4423 FOLIO 694

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Hartford

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)

1 Type(s) of Instruments Deed of Easement Mortgage Other Other
 Deed of Trust Lease
2 Conveyance Type Improved Sale Unimproved Sale Multiple Accounts Not an Arms-
 Check Box Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]
3 Tax Exemptions Recordation Hartford County Agricultural
 (if Applicable) State Transfer Land Preservation
 Cite or Explain Authority County Transfer

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
			Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$	169,974.00	Transfer Tax Consideration	\$
Any New Mortgage	\$		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	\$	20.00	\$			
Surcharge	\$	5.00	\$				
State Recordation Tax	\$		\$				
State Transfer Tax	\$		\$				
County Transfer Tax	\$		\$				
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: 04 Property Tax ID No. (1): 03 79 44 Grantor Liber/Folio: 3344/70 Map: 9 Parcel No.: 39 Var. LOG: (5)
 Subdivision Name: _____ Lot (3a): _____ Block (3b): _____ Sect/AR(3c): _____ Plat Ref.: _____ SqFt/Acreage (4): 50.14
 Location/Address of Property Being Conveyed (2): 1934 Harkins Road
 Other Property Identifiers (if applicable): _____ Water Meter Account No.: _____
 Residential or Non-Residential Fee Simple or Ground Rent Amount: _____
 Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: _____
 If Partial Conveyance, List Improvements Conveyed: _____
7 Transferred From
 Doc. 1 - Grantor(s) Name(s): Janet Arleen King
Dean King, Jr.
 Doc. 2 - Grantor(s) Name(s): _____
 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): Hartford County, Maryland
 Doc. 2 - Grantee(s) Name(s): _____
 New Owner's (Grantee) Mailing Address: _____
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
 Name: John B. Kane Return to Contact Person
 Firm: Smith and Kane Hold for Pickup
 Address: 4 Office Street
Bel Air, MD 21014 Phone: (410) 879-2727 Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
 Assessment Information
 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 Tran. Process Verification
 Transfer Number: _____ Date Received: _____ Deed Reference: _____ Assigned Property No.: _____

Year	19	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

 REMARKS: No ag tax County

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 4423, p. 0695, MSA_CE54_4310, Date available 06/20/2005. Printed 10/11/2022.