

DGS FILE No: 23-02-93-02A

THIS DEED OF EASEMENT made this 26<sup>th</sup> day of May, 1999,  
by and between LIESELOTTE DALLMAN PENNEWELL and SABINE P. NICHOLS, Trustees of  
the Milton Pennewell Family Irrevocable Trust dated January 13, 1994, parties  
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.

NOW, THEREFORE, in consideration of the sum of Sixty Two Thousand  
Four Hundred Seventy Three Dollars and Sixteen Cents, (\$62,473.16) 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, as  
follows:

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STEPHEN V. HALES  
CLK. CT. CT.  
WOR. CO.

All that tract or parcel of land lying and being situate on the northeasterly side of the improved county road leading from Snow Hill to Nassawango Church, in the Second (2nd) Election District of Worcester County, Maryland, being more particularly described as follows:

Beginning for this description at a concrete monument located on the southwest corner of lands now or formerly owned by William Gravenor, and being the extreme northwest corner of the land herein described, thence N 63°49'32" E 1185.80' with the lands of Wm. Gravenor to a point, located on the southern side of an abandoned road the two following courses: S 81°27'28" E 293.91' to a point, thence S 77°51'39" E 631.40' to a point, thence S 23°34'48" E 1950.67' by and with the lands now or formerly of Charles B. Spencer, Jr., to a point, thence running with the lands now or formerly of Emory D. Pennewell the following courses and distances: S 62°39'31" W, 267.30' to a concrete monument, thence N 27°20'29" W 742.50' to a concrete monument, thence S 57°39'31" W 1659.53' to a concrete monument located on the east side of Pennewell Road thence N 23°34'48" W 924.70' to a point on the southern side of a 20' strip of land owned by Noah Ames Pennewell, thence N 66°25'12" E 377.00' to a point, thence S 23°34'48" E 354.00' to a point, thence N 53°47'38" E 489.00' to a point, thence N 16°47'08" W 269.00' to a point, thence S 66°25'12" W 886.00' to a point located on the east side of Pennewell Road, thence by and with Pennewell Road N 23°34'48" W 1005.68' to a concrete monument and said point of beginning. Containing in the aggregate 78.75 acres of land, more or less as described on a plat entitled "Minor Subdivision Plat of the Property of Milton Henry Alfred Pennewell", as prepared by John B. Gary dated March 16, 1992, recorded among the land records of Worcester County in Liber RHO 135 Folio 001, and also being described as "Lot 1", "Lot 2" and the "Residue Parcel" as shown on the aforesaid plat.

Being or intending to be part of the firstly described tract or parcel 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 a forest management plan demonstrating forest management techniques if 50% or more of the acreage contained in the property consists of woodland.
  - (4) The Grantee or its 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 shall have no right to inspect the



interior of any structures on the above described land.

- (5) 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.
- (6) 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.
- (7) This easement does not grant the public any right to access or any right of use of the above described land.
- (8) Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (9) 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 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.

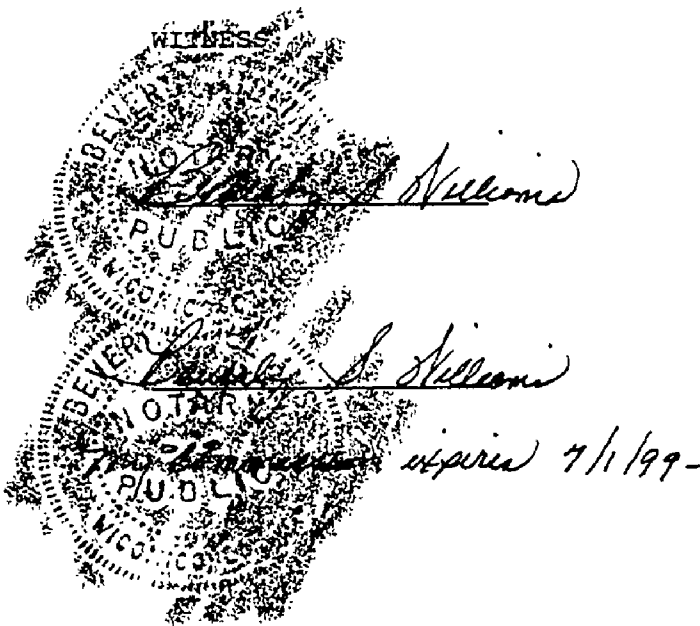
- B. The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- 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 dwelling(s) existing as of the date of this Deed of Easement.

AS WITNESS the hand(s) and seal(s) of the Grantor.

MILTON PENNEWELL FAMILY IRREVOCABLE TRUST:

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

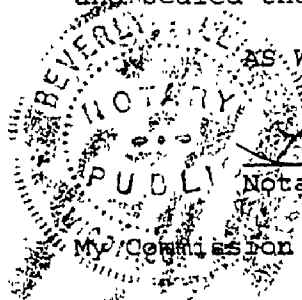
By: Sabine P. Nichols (SEAL)  
SABINE P. NICHOLS, Trustee, Grantor



STATE OF MARYLAND, COUNTY OF Wicomico, To Wit:

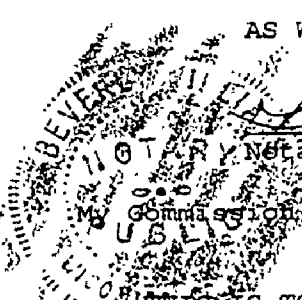
I HEREBY CERTIFY that, on this 25<sup>th</sup> day of May, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LIESELOTTE DALLMAN PENNEWELL, a Co-Trustee, of the MILTON PENNEWELL FAMILY IRREVOCABLE TRUST, known to me (or satisfactorily proven) to be 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.


Beverly S. Williams  
Notary Public
My Commission Expires: 7/1/99STATE OF MARYLAND, COUNTY OF Wicomico, To Wit:

I HEREBY CERTIFY that, on this 25<sup>th</sup> day of May, 1999, 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.

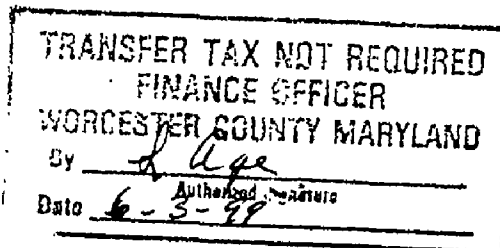

Beverly S. Williams  
Notary Public
My Commission Expires: 7/1/99

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.

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE 6-3-99  
WORCESTER COUNTY FINANCE OFFICER  
L. Age  
PERSONAL PROPERTY



Agricultural Transfer Tax in the  
Amount of \$ 0  
Robert L. Smith  
Supervisor

IMP FD SURE \$	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rest # MD02	Rcpt # 51253
SVH 3904	Blk # 511
Jun 03, 1999	03:23 PM

JUN 03 1999 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

Robert S. Abrahams Clerk